



TOWN OF PAONIA
214 GRAND AVE
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, DECEMBER 13, 2022 6:30 PM
[HTTPS://US02WEB.ZOOM.US/J/89443673628](https://us02web.zoom.us/j/89443673628)
MEETING ID: 894 4367 3628
ONE TAP MOBILE
17193594580

Roll Call

Approval of Agenda

Announcements

Recognition of Community & Guests

Consent Agenda

[Disbursements](#)

[Disbursements through end of year](#)

Staff Reports

[Interim Administrator's Report](#)

[Finance/Treasurer Report](#)

[Police Report](#)

[1. Disposal of town vehicle in exchange for position at Police Academy](#)

[2.Approval of contract acquisition for Corporal position](#)

[Public Works Report](#)

[3.Approval of tools purchase for Public Works/Town Shop](#)

Public Hearing

[1. Resolution 2022-13- Declaring the Decision to Opt-Out of FAML](#)

Unfinished Business

[2. Contract for SGM for General Engineering](#)

[3. Contract for RESPEC for General Water and Sewer Engineering](#)

New Business

[HYPERLINK "appISdb052ab0fb744ebb8476e2fe23114919"4. Appointment of Interim Town Clerk- Amanda Mojarro](#) HYPERLINK "appIS35feca3b61ec4b1ba1dc2d4f2530855f"

[5. Resolution 2022-16 - Setting of the Mill Levy](#) HYPERLINK "appIS1379f1eb4f75495a8677d39cfe1b9a9b"

[6. Resolution 2022-17- Adopting the 2023 Budget](#) HYPERLINK "appIS36f1810ad1ad4ef6860fa095605a483a"

[7. Designation of Christmas Light Judge](#) HYPERLINK "appISaf07ec15e2e149368484c565b99d7bb0"

[8. Contract Template](#) HYPERLINK "appISa823ad874f5047e890e9a41b9f7907f8"

[9. SBA Contract Discussion](#) HYPERLINK "appISc7581133a5374103b5b57c111c1db76b"

[10. Direction for the Interim Administrator regarding working with the Town Attorney](#) HYPERLINK "appIScc60d348e1ad426eb79ab55cf96b7d82"

[11. RFP Selection for Master Plan Update](#) HYPERLINK "appIS04620bc9b6814576bfa9d6d112c7351d"

[12. Adoption of Ordinance 2022-07 - Charter Communications](#)

[13. Ordinance 2020-01- Water Moratorium Discussion](#)

Executive Session

Executive session pursuant to C.R.S. Section 24-6-402(4)(b) for a conference with the Town Attorney for purposes of receiving legal advice on specific legal questions pertaining to the moratorium on the sale of water taps by the Town.

Mayor's Reports

Committee Reports

Finance: Weber & Smith

Parks: Knutson & Stelter

Streets: Valentine & Markle

Water/Sewer/Trash/AWC: Weber & Markle

Personnel: Smith & Valentine

Public Safety: Knutson & Stelter

Paonia Tree Board: Trustee Valentine

How Did We Do?

Adjournment

AS ADOPTED BY:
TOWN OF PAONIA, COLORADO
RESOLUTION NO. 2017-10 – Amended May 22, 2018

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

Section 6. Conduct of Board Members. Town Board Members shall treat other Board Members and the public in a civil and polite manner and shall comply with the Standards of Conduct for Elected Officials of the Town. Board Members shall address Town Staff and the Mayor by his/her title, other Board Members by the title of Trustee or the appropriate honorific (i.e.: Mr., Mrs. or Ms.), and members of the public by the appropriate honorific. Subject to the Mayor's discretion, Board Members shall be limited to speaking two times when debating an item on the agenda. Making a motion, asking a question or making a suggestion are not counted as speaking in a debate.

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

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

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

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

II. CONSENT AGENDA

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

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

Section 3. Removal of Item from Consent Agenda. One or more items may be removed from the Consent Agenda by a timely request of any Trustee. A request is timely if made prior to the vote on the Consent Agenda. The request does not require a second or a vote by the Board. An item removed from the Consent Agenda will then be discussed and acted on separately either immediately following the consideration of the Consent Agenda or placed later on the agenda, at the discretion of the Board.

III. EXECUTIVE SESSION

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

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

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

IV. SUBJECT TO AMENDMENT

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

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

AGENDA SUMMARY FORM

	Roll Call
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

AGENDA SUMMARY FORM

	<p>Agenda Approval</p>
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

AGENDA SUMMARY FORM

	Announcements
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

AGENDA SUMMARY FORM

	<p>Recognition of Community Members & Guests</p>
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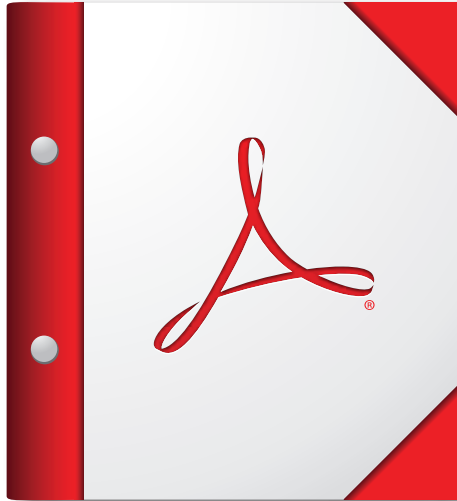
Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____


Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber



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AGENDA SUMMARY FORM

	Consent Agenda
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

FOR: 12/13/2022

UBB OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		347,488.64
ACCOUNTS PAYABLE	11/19/2022-12/12/2022	(98,328.01)
LOAN PAYMENT		
BOND PAYMENT		
NORRIS RETIREMENT PAYMENT	12/25/2022	(1,120.00)
CHASE CREDIT CARD	10/24/22 - 11/23/22	(2,985.33)
PHILLIPS 66	10/24/22 - 11/23/22	(955.70)
TRANSFER TO SUMMIT		
TRANSFER TO PAYROLL	12/2/2022	(22,981.05)
PAYROLL TAXES	12/2/2022	(10,088.11)
BALANCE AFTER PAYMENT		211,030.44

UBB SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		2,396,670.06
TRANSFER FROM OPS		-
TRANSFER FROM INT. GRANTS		-
TRANSFER TO OPS		
CURRENT FSBC PAYROLL BALANCE		394.40
TRANSFER FROM OPS	12/2/2022	22,981.05
PAYROLL (DIRECT DEPOSIT)	12/2/2022	(22,981.05)
BALANCE AFTER PAYMENT		2,397,064.46

UBB INTERNAL GRANT DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT INTERNAL GRANT BALANCE	SALE OF ASSETS-AUCTION	40,912.00
BALANCE AFTER PAYMENT		40,912.00

*Transfer from Operations Account to Payroll Account then disbursed as Direct Deposit

12/12/2022	BANK BALANCES			DESCRIPTION
	FSBC	COLOTRUST	TOTAL	
GENERAL		539,744.92		COMBINED FUNDS
SEWER RESTRICTED		537,807.78		PROPERTY SALE-RESTRICTED
DEBT RESERVE		108,366.18		AMKO BOND REQUIRED RESERVE
BRIDGE RESERVE		596,833.76		BRIDGE RESERVE
CONS.TRUST	10,418.66			RESTRICTED TO PARK USE ONLY
GRANT PASS THRU	25,025.00			PLACE HOLDER-COMBINED FUNDS
INT GRANT	40,912.00			PLACE HOLDER-COMBINED FUNDS
OPS	223,217.60			COMBINED FUNDS
PARK CONTRIBUTIONS	12,750.00			SPECIFIC PARK PROJECTS
PAYROLL	394.40			PLACE HOLDER-COMBINED FUNDS
SPACE-TO-CREATE	CLOSED			SPACE TO CREATE ONLY
SUMMIT	2,396,670.06			COMBINED FUNDS
WWTP	58,587.27			OLD SEWER REHAB ONLY
CD#2-402	203,950.52			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	261,115.54			COMBINED FUNDS
	3,233,041.05	1,782,752.64	5,015,793.69	

CASH POSITION

12/12/2022	CASH POSITION			DESCRIPTION
	COMBINED	RESTRICTED	TOTAL	
GENERAL	539,744.92			
SEWER RESTRICTED		537,807.78		RESTRICTED TO SEWER CAPITAL PROJECT
DEBT RESERVE		108,366.18		RESTRICTED LOAN REQUIRMENT
BRIDGE RESERVE		596,833.76		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		10,418.66		RESTRICTED TO PARK CAPTIAL PROJECT
GRANT PASS THRU	25,025.00			
INT GRANT		40,912.00		RESTRICTED LOAN REQUIREMENT
OPS	223,217.60			
PARK CONTRIBUTIONS		12,750.00		SPECIFIC PARK PROJECTS AS DONATED
PAYROLL	394.40			
SPACE-TO-CREATE		CLOSED		SPACE TO CREATE ONLY
SUMMIT	2,396,670.06			
WWTP		58,587.27		OLD SEWER REHAB ONLY
CD#2-402	203,950.52			
CD#3-2578	261,115.54			
	3,650,118.04	1,365,675.65	5,015,793.69	

Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt	
12/13/2022	1245	Archuleta, Benny	ARCH12-1-2	1,500.00	.00	.00	1,500.00				ORC CONTRACT AGREEMENT-605042
12/13/2022	1279	Ballantine Commu	BCI17737	247.90	.00	.00	247.90				CLASSIFIED AD-104130
12/13/2022	23	CIRSA	222079	1,000.00	.00	.00	1,000.00				DEDUCTABLE - 164627
12/13/2022	24	City of Delta	100622+1103	492.00	.00	.00	492.00				SEWER SAMPLES-705132
12/13/2022	673	City Of Grand Junc	2022-000732	112.50	.00	.00	112.50				WATER SAMPLES-605032
12/13/2022	995	CivicPlus LLC	239631	2,310.00	.00	.00	2,310.00				MUNICODE RENEWAL-104133
12/13/2022	1183	Column Software	8DFD59D8-0	167.60	.00	.00	167.60				LEGAL NOTICES - 124330
12/13/2022	1282	Cooleys Heating &	1065	142.00	.00	.00	142.00				PD COOLER REPAIR-104125
12/13/2022	39	Delta County Inde	1122519674	174.24	.00	.00	174.24				CLASSIFIED AD-104130
12/13/2022	56	Delta County Land	389373-3907	2,438.75	.00	.00	2,438.75				LANDFILL FEES-805242
12/13/2022	43	Delta Montrose Ele	12-2022-W	2,136.97	.00	.00	2,136.97				UTILITIES - ALLOCATED
12/13/2022	43	Delta Montrose Ele	20886100-11	3,610.68	.00	.00	3,610.68				UTILITIES - 705128
12/13/2022	46	Dependable Lumb	2211-256400	194.30	.00	.00	194.30				VARIOUS-ALLOCATED
12/13/2022	48	Don's Market	02-1373819	9.58	.00	.00	9.58				SHOP SUPPLIES-ALLOCATED
12/13/2022	48	Don's Market	02-1375965	5.48	.00	.00	5.48				PARK REPAIR-164622
12/13/2022	48	Don's Market	02-1382009	29.93	.00	.00	29.93				CANIDATE OPEN HOUSE-104126
12/13/2022	986	Elevate Fiber	66210-27171	758.19	.00	.00	758.19				UTILITIES - ALLOCATED
12/13/2022	960	Gambles of Hotchk	257176	29.99	.00	.00	29.99				PRESSURE WASHER REPAIR-ALLOCATED
12/13/2022	1104	Grand Junction Me	148863	200.00	.00	.00	200.00				CLASSIFIED AD-104130
12/13/2022	1277	Kelly PC	113022-GEN	10,713.90	.00	.00	10,713.90				ATTORNEY - ALLOCATED
12/13/2022	482	Larry D Gillenwate	693102	199.03	.00	.00	199.03				CAR WASH - ALLOCATED
12/13/2022	470	Leon, Susan	120122-1231	750.00	.00	.00	750.00				CLEANING CONTRACT-104125
12/13/2022	1281	Loudon Motors For	(ACH)STOC	47,300.00	.00	.00	47,300.00				PD VEHICLE-144223
12/13/2022	141	North Fork Service	629651-6296	567.73	.00	.00	567.73				FUEL-ALLOCATED
12/13/2022	122	Paonia Auto Parts	394659-3955	602.51	.00	.00	602.51				VARIOUS-ALLOCATED
12/13/2022	125	Paonia Farm & Ho	139963-1411	78.96	.00	.00	78.96				VARIOUS-ALLOCATED
12/13/2022	499	Phonz +	14205	1,868.23	.00	.00	1,868.23				MONTHLY IT FEES-ALLOCATED
12/13/2022	499	Phonz +	14244	2,398.59	.00	.00	2,398.59				PUBLIC UTILITIES COMPUTER-ALLOCATED
12/13/2022	931	Roop Excavating L	1427	240.00	.00	.00	240.00				WATER LEAK-605022
12/13/2022	931	Roop Excavating L	1452	4,377.61	.00	.00	4,377.61				METER INSTALL-605022
12/13/2022	1186	SGM-INC.COM	2013-471.01	553.00	.00	.00	553.00				COST ESTIMATE-605020
12/13/2022	1170	Shums Coda Asso	16260	600.00	.00	.00	600.00				BUILDING INSPECTOR-PLAN REVIEWS-124302
12/13/2022	1170	Shums Coda Asso	16261	1,970.00	.00	.00	1,970.00				BUILDING INSPECTOR-INSPECTION SERVICES
12/13/2022	1170	Shums Coda Asso	16262	1,140.00	.00	.00	1,140.00				BUILDING INSPECTOR-CONSULTING SERVICES
12/13/2022	566	Simmons Lock & K	4928	114.00	.00	.00	114.00				ENTRY/DUP KEYS-ALLOCATED
12/13/2022	1283	Sustainable Future	110922-1130	7,558.62	.00	.00	7,558.62				TOWN ADMINISTRATOR SERVICES-104102
12/13/2022	897	The Place I Go	TPIG5593	63.00	.00	.00	63.00				CDL RANDOM TESTING-ALLOCATED
12/13/2022	1256	The UPS Store #5	CU00265049	132.59	.00	.00	132.59				SHIPPING WATER SAMPLES-605017
12/13/2022	161	UNCC	222111056	28.60	.00	.00	28.60				LOCATES-ALLOCATED
12/13/2022	162	United Companies	1498975	279.91	.00	.00	279.91				METER INSTALL-605022
12/13/2022	946	Varner Equipment	8973	844.05	.00	.00	844.05				2004 F350 SNOW PLOW REPAIR-204542
12/13/2022	491	Winwater Corp	067021-01	111.12	.00	.00	111.12				METER INSTALL-605022
12/13/2022	491	Winwater Corp	067172-01	92.15	.00	.00	92.15				METER INSTALL-605022
12/13/2022	491	Winwater Corp	067174-01	184.30	.00	.00	184.30				METER REPLACEMENT-605022
Grand Totals:			44	98,328.01	.00	.00	98,328.01				

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
12/13/2022	98,328.01	.00	.00	98,328.01	98,328.01

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
Grand Totals:	98,328.01	.00	.00	98,328.01	



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December 2022						
S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

New Balance
\$2,985.33
 Minimum Payment Due
\$40.00
 Payment Due Date
12/17/22

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Account Number: 4246 3152 5990 8901

Previous Balance	\$391.93
Payment, Credits	-\$391.93
Purchases	+\$2,985.33
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$2,985.33
Opening/Closing Date	10/24/22 - 11/23/22
Credit Limit	\$45,000
Available Credit	\$42,014
Cash Access Line	\$2,250
Available for Cash	\$2,250
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

YOUR ACCOUNT MESSAGES

Your next AutoPay payment for \$2,985.33 will be deducted from your Pay From account and credited on your due date. If your due date falls on a Saturday, we'll credit your payment the Friday before.

0000001 FIS33339 C 1

N Z 23 22/11/23

Page 1 of 3

05686 MA DA 46949

32710000010004694901

This Statement is a Facsimile - Not an original



424631525990890100004000002985330000000008

P.O. BOX 15123
 WILMINGTON, DE 19850-5123
 For Undeliverable Mail Only

AUTOPAY IS ON
 See Your Account
 Messages for details.

Payment Due Date: 12/17/22
New Balance: \$2,985.33
Minimum Payment Due: \$40.00

Account number: 4246 3152 5990 8901

\$ _____ Amount Enclosed
 AUTOPAY IS ON

46949 BEX Z 32722 C
 CINDY JONES
 TOWN OF PAONIA
 PO BOX 460
 PAONIA CO 81428-0460

CARDMEMBER SERVICE
 PO BOX 6294
 CAROL STREAM IL 60197-6294

⑆ 5000 160 281⑆ 1595 25990890 1511⑆



YOUR ACCOUNT MESSAGES (CONTINUED)

Your AutoPay amount will be reduced by any payments or merchant credits that post to your account before we process your AutoPay payment. If the total of these payments and merchant credits is more than your set AutoPay amount, your AutoPay payment for that month will be zero.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
11/17	AUTOMATIC PAYMENT - THANK YOU	-391.93
10/23	AMZN Mktp US*H89753U60 Amzn.com/bill WA	POOL SKIMMER-705125 115.92
10/30	Amazon.com*H02B76HM1 Amzn.com/bill WA	METER BOX KEY-605025 174.56
11/03	MESA COUNTY HEALTH WWW.MESACOUNT.CO	WATER SAMPLES-605032 40.00
11/20	SPRINT *WIRELESS 800-639-6111 KS CINDY JONES TRANSACTIONS THIS CYCLE (CARD 8901) \$266.30 INCLUDING PAYMENTS RECEIVED	CELL PHONES-ALLOCATED 327.75
11/02	PAYPAL *APACOLORADO 402-935-7733 CA	JOB POSTING-104130 100.00
11/22	USPS PO 0769660541 PAONIA CO CORINNE FERGUSON TRANSACTIONS THIS CYCLE (CARD 3742) \$107.85	POSTAGE-104117 7.85
11/02	AMZN Mktp US*H07A36MX2 Amzn.com/bill WA	PLASTIC WELDING KIT-605025 54.99
11/04	AMZN Mktp US*H09506KB2 Amzn.com/bill WA TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 8181) \$954.98	DECKED TRUCK TOOL BOX-507020 899.99
10/21	HIGH COUNTRY SHOPPER 970-527-4576 CO	CLASSIFIED AD-104130 89.40
10/25	COLHLDGS NEWS-IPUB 844-320-9538 VA	CLASSIFIED AD-104130 276.20
11/01	WORDCAB.COM WORDCAB.COM NY	SOFTWARE MO FEE - 104133 24.00
11/17	THE ROGERS MESA STORE HOTCHKISS CO TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 4100) \$419.71	FUEL-ALLOCATED 30.11
11/10	AMZN Mktp US*HB7M89X70 Amzn.com/bill WA	WARNING STROBE LIGHT-507020 205.96
11/14	AMZN Mktp US*HB8X72TQ2 Amzn.com/bill WA	CALENDARS-104115 27.95
11/23	Amazon.com*HW8B603B1 Amzn.com/bill WA TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 8158) \$245.36	BALLPOINT PENS-104115 11.45
10/26	WM SUPERCENTER #5468 DELTA CO	HALLOWEEN CANDY-144216 55.37
10/31	CITY MARKET 0429 HOTCHKISS CO	HALLOWEEN CANDY-144216 29.96
11/15	GOVX INC 888-468-5511 CA MATT LAIMINGER TRANSACTIONS THIS CYCLE (CARD 7897) \$570.33	PD UNIFORM-144216 485.00
11/10	CO MOTOR VEH SERV EMV DENVER CO CORY HEINIGER TRANSACTIONS THIS CYCLE (CARD 9828) \$28.87	NEW VEHICLE REG-507020 28.87

2022 Totals Year-to-Date	
Total fees charged in 2022	\$0.00
Total interest charged in 2022	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	16.99%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	28.74%(v)(d)	- 0 -	- 0 -



PARENT ACCOUNT:
Town of Paonia

REPORT FOR:
Town of Paonia
0490-00-823899-0
OCT-24-2022 TO NOV-23-2022

PAGE 1
END OF REPORT

Financial Summary

ACCOUNT NUMBER: 0490-00-823899-0
FLEET NAME: Town of Paonia

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	GROSS \$	TOTAL FEES & PURCHASES
PUBLIC SAFETY	Unleaded Regular Monthly Card Charge	66.71	4,216	0.00	279.06	0.00	279.06	279.06
	PERIOD YTD	15.00	2,000	0.00	0.00	0.00	0.00	0.00
				0.00	279.06	0.00	279.06	279.06
PUBLIC WORKS	Regular Diesel #2 Unleaded Regular Monthly Card Charge	28.12	5,249	0.00	147.59	0.00	147.59	147.59
	PERIOD YTD	140.98	3,784	0.00	541.89	0.00	541.89	541.89
		36.00	2,000	0.00	0.00	0.00	0.00	0.00
Unassigned	Promo - WEX Funded Rebate	152.27	0.150	-22.84	0.00	0.00	0.00	689.48
	PERIOD YTD			-22.84	0.00	0.00	0.00	5780.87
				-196.47	0.00	0.00	0.00	-22.84
ACCOUNT TOTALS	Regular Diesel #2 Unleaded Regular Monthly Card Charge	28.12	5,249	0.00	147.59	0.00	147.59	147.59
	PERIOD YTD	207.69	7,999	0.00	820.95	0.00	820.95	820.95
		51.00	4,000	0.00	0.00	0.00	0.00	0.00
	Paper Delivery Fee	152.27	0.150	-22.84	0.00	0.00	0.00	0.00
	PERIOD YTD	1.00	10,000	10.00	0.00	0.00	0.00	0.00
				-12.84	966.54	0.00	966.54	966.54
				-196.47	7809.12	0.00	7809.12	7612.65

ACCOUNTS RECEIVABLE SUMMARY - Invoice 85241305

PREVIOUS BALANCE	1235.75
PAYMENTS	-1235.75
PURCHASES	966.54
DEBITS	10.00
CREDITS	0.00
Phillips 66 Rebate	-22.84
ANCILLARIES	0.00
AMOUNT DUE	955.70

Employee Number	Name	85-00 Net Pay Emp Amt
1055	Byrge, Rodney A	1,296.98
1053	Cecil, Raymond Cole	1,155.72
1052	Edwards, Roger	1,045.38
1061	Garcla, Jeremiah	1,598.78
1050	Heiniger, Cory	1,946.21
1025	Henderson, Garrett W	2,065.67
1022	Hinyard, Patrick	2,592.37
1001	Jones, Cynthia	1,884.97
1010	Katzer, JoAnn	1,153.34
1023	Kramer, Lance W	1,877.30
1021	Laiminger, Matt	1,718.52
1003	Mojarro-Lopez, Amanda	1,055.53
1060	Redden, Jordan	1,282.24
1051	Reich, Dennis	1,126.17
1005	Vetter, Samira	1,181.87
Grand Totals:		15 22,981.05

Report Criteria:

Unpaid transmittals included
Begin Date: ALL
End Date: ALL

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
2							
2	IRS Tax Deposit		11/25/2022	74-00	Federal Tax Deposit Social Security	10-0216	1,176.55
2	IRS Tax Deposit		11/25/2022	74-00	Federal Tax Deposit Social Security	10-0216	1,176.55
2	IRS Tax Deposit		11/25/2022	75-00	Federal Tax Deposit Medicare Pay P	10-0216	437.80
2	IRS Tax Deposit		11/25/2022	75-00	Federal Tax Deposit Medicare Pay P	10-0216	437.80
2	IRS Tax Deposit		11/25/2022	76-00	Federal Tax Deposit Federal Withhold	10-0216	2,373.15
Total 2:							5,601.85
4							
4	Aflac		11/25/2022	63-01	Aflac Pre-Tax Pay Period: 11/25/2022	10-0225	71.34
4	Aflac		11/25/2022	63-02	Aflac After Tax Pay Period: 11/25/202	10-0225	24.90
Total 4:							96.24 <i>MD</i>
6							
6	Colorado Dept of Labor		09/30/2022	98-00	SUTA State Unemployment Tax Pay	10-0218	67.16
6	Colorado Dept of Labor		10/14/2022	98-00	SUTA State Unemployment Tax Pay	10-0218	62.92
6	Colorado Dept of Labor		10/28/2022	98-00	SUTA State Unemployment Tax Pay	10-0218	90.66
6	Colorado Dept of Labor		11/11/2022	98-00	SUTA State Unemployment Tax Pay	10-0218	91.55
6	Colorado Dept of Labor		11/25/2022	98-00	SUTA State Unemployment Tax Pay	10-0218	63.25
Total 6:							375.54 <i>DTW</i>
9							
9	Colorado Dept of Revenue		11/25/2022	77-00	State Withholding Tax Pay Period: 11/	10-0217	1,018.00
Total 9:							1,018.00 <i>MD</i>
30							
30	Empower Retirement		11/25/2022	51-01	Retirement Plan Retirement Plan Pa	10-0220	950.00
30	Empower Retirement		11/25/2022	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,148.61
30	Empower Retirement		11/25/2022	51-02	Retirement Plan Retirement Loan Pa	10-0220	42.67
Total 30:							2,141.28
33							
33	FPPA - Fire & Police Pensi		11/25/2022	50-00	FPPA Pay Period: 11/25/2022	10-0219	1,162.80
33	FPPA - Fire & Police Pensi		11/25/2022	50-00	FPPA Pay Period: 11/25/2022	10-0219	872.10
33	FPPA - Fire & Police Pensi		11/25/2022	90-00	Death & Disability Pay Period: 11/25/	10-0219	310.08
Total 33:							2,344.98
70							
70	Rocky Mountain HMO		11/25/2022	60-01	RMHMO - Employee Only Pay Period	10-0223	334.49
70	Rocky Mountain HMO		11/25/2022	60-01	RMHMO - Employee Only Pay Period	10-0223	6,021.19
70	Rocky Mountain HMO		11/25/2022	60-03	RMHMO - Employee + Family Pay Pe	10-0223	669.90
70	Rocky Mountain HMO		11/25/2022	60-03	RMHMO - Employee + Family Pay Pe	10-0223	2,322.69
70	Rocky Mountain HMO		11/25/2022	60-07	RMHMO - Employee + Spouse Pay P	10-0223	90.29
70	Rocky Mountain HMO		11/25/2022	60-07	RMHMO - Employee + Spouse Pay P	10-0223	1,010.67

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
Total 70:							10,449.23 <i>mo</i>
71	71 The Harford		11/25/2022	65-01	Group#013307460001 Hartford Basic	10-0226	31.80
	71 The Harford		11/25/2022	65-02	Group#013307460001 Hartford Suppl	10-0226	26.55
	71 The Harford		11/25/2022	65-03	Group#013307480001 Hartford Disab	10-0226	122.17
Total 71:							180.52 <i>mo</i>
73	73 Delta Dental of Colorado		11/25/2022	60-05	Dental RMHMO - Dental Pay Period:	10-0223	175.11
Total 73:							175.11 <i>mo</i>
75	75 VSP Insurance CO (CT)		11/25/2022	60-04	RMHMO - Vision Pay Period: 11/25/2	10-0223	67.15
Total 75:							67.15 <i>mo</i>
Grand Totals:							22,449.90

Report Criteria:

Unpaid transmittals included
Begin Date: ALL
End Date: ALL

AGENDA SUMMARY FORM



Interim Administrator's Report
Finance/Treasurer Report
Police Report
Public Works Report

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

Finance Report as of 12/12/22 presented at the 12/13/22 meeting:

Monthly:

Payroll has been completed, reviewed, and released.
Bank accounts through 11/30/2022 have been reconciled and reviewed.
Norris Retirement is pending with an effective date of 12/25/22.

Banking:

Bank Balances provided on the Disbursement Report as of 12/12/22.

Required Filings:

None to Report

Year-End:

No changes to report

Audit:

No changes to report

Budget:

Final Budget included in the packet

Other (Continued):

ClearGov – Final numbers to be sent.

OTHER TO DO ITEMS:

None to report.

GRANT UPDATES:

- IHOP Housing Grant = \$59,850
- Colorado Grand = \$18,000
- DOLA Planning Grant = \$25,000
- ARPA-received \$184,616.40 in 2021 and 2022.
- CDOT Grant 5th Street Intersection = \$792,961
- SIPA-sound system micro grant 2022 = \$6,500
- CDPHE Quick Win Grant \$1,214.30 for trees.

Please note: This report is not a comprehensive list of all projects but acts as a highlight of included packet documents, ongoing, and upcoming projects.



Town of Paonia 2023 Budget



Final Version - 12/13/2022

Last updated 12/13/22



TABLE OF CONTENTS

Introduction **3**

 Transmittal Letter 4

 Organization Chart 12

 Town Administrator History 14

 History of City 15

 Town Attractions 17

 Economics 22

 Town of Paonia's Grant History 34

 Demographics 35

 Budget Process 39

 Fund Structure 48

 Basis of Budgeting 50

 Financial Policies 51

 RESOLUTIONS 53

Budget Overview **54**

 Executive Overview 55

 Department / Fund Matrix 56

 Strategic Plan 56

 Priorities & Issues 60

 Personnel Changes 63

 Property Tax Levies and Collections 66

Fund Summaries **68**

 General Fund 69

 Pass-Thru Grant Fund 73

 Conservation Trust Fund 78

 Capital Improvement Fund 81

 Water Fund 83

 Sewer Fund 85

 Trash Fund 87

Debt **89**

 Debt by Type Overview 90

Appendix **97**

 Glossary 98

INTRODUCTION



2023 BUDGET MESSAGE

Transmittal Letter

Original Provided October 7, 2022
Updated Final December 12, 2022

Dear Honorable Mayor and Members of the Board of Trustees:

In accordance with the Town of Paonia's policies, we, Corinne Ferguson, Cindy Jones, Matt Laiminger, and Cory Heiniger, present to you the proposed 2023 Budget for the Town of Paonia.

This budget message provides readers with an overview of the regular municipal government services and the projects to be completed in the coming year and how this work is paid for. The narrative tells the story behind the numbers by describing goals, priorities, underlying assumptions, and other factors considered in determining how the Town's available resources are budgeted to be spent. Information is provided to better understand the schedules and supplemental information that comprise the annual budget package.

The Board of Trustees formally adopts a budget and appropriates money to run the Town of Paonia each year. By state law, the governing body must adopt a budget each year and submit a mill levy to the Board of County Commissioners. The Trustee formal budget review began October 13, 2022, and a public hearing on the proposed budget was held during the regular Board meeting on November 8, 2022. The outcome of the hearing provided no additional changes or recommendations.

Budget work sessions included discussions of revenues, sales tax growth assumptions, fees for services, operating expenditures, staffing levels, compensation, capital expenditures, priorities of the community, changes in procedure for preparing the annual budget and capital projects. The Board exercises the most significant degree of flexibility and discretion in one-time spending on capital purchases and capital projects. However, it is important to note that many projects require years of advanced planning and may already have funds committed for design, engineering, and/or matching grant funds. A list of capital projects is included in the budget report. The list includes items that will be classified as fixed assets as well as allowable expenditures for maintenance of assets.

Should readers seek additional information not included in the budget package, it may be requested from the Town Administrator, Clerk or the Finance Director/Treasurer at Town Hall.

BUDGET ASSUMPTIONS AND CHANGES FROM PREVIOUS YEARS

The budget is based on historical trends, current data, and assumptions about the upcoming year. With very few exceptions, we do not know which vendors will be utilized for products and services during 2023. We look back at recent experience and use that data, along with indicators for the future, to estimate costs for many different supplies, utilities, contracted services, repairs, and maintenance. Likewise, the revenue budget is based on limited known data and projections based on several sources for projecting trends.

KNOWN ASSUMPTION PROVIDED BY QUOTE/NEWS NOTIFICATIONS:

Budget assumptions based on historical data are anticipated to remain flat – otherwise defined as stable with minimal change. This is the assumption that the current budget period is a reasonable basis for predicting the future budget period, regardless of any positive or negative factors (external or internal) that may have an effect on the current performance.

VENDOR	PRODUCT/SERVICE	FORMAT	2022	2023	% OF CHANGE
CIRSA	WORKERS COMPENSATION	QUOTE	25,628.00	27,684.00	8.02%
CIRSA	P&C COVERAGE	QUOTE	76,857.33	83,332.41	8.42%

DMEA, and Elevate – no known changes anticipated for 2023. Black Hills Energy has notified the town of their anticipated rate increase. The actual rate of the increase is unknown at this time.

GENERAL FUND 2023 BUDGET HIGHLIGHTS

This budget for 2023 attempts to incorporate the Town's priorities considering needs, studies, and state requirements. The following are the highlights of the 2023 budget. The Town's top priorities are as follows:

1. PRV Vaults
2. IMG (Clock) Treatment Plant
3. Water Rights Attorney
4. Approved 2018 Building Codes
5. Town's Master Plan
6. Staffing and Wage Considerations
7. Sewer-line Rehabilitation (Dorris Avenue)
8. Automatic Trash Cleaning for sewer in-flow
9. Fifth Street Reconfiguration
10. Third Street Reconstruction
11. Public Safety Training
12. Park Bathroom Upgrades
13. Park Playground Upgrades

ORGANIZATION, STAFFING AND BENEFITS

While we work toward 2023 staffing goals, it is important to keep expectations realistic relative to the resources available and services rendered. An updated salary study was conducted for 2023, as was done in 2020, 2021 and 2022, using Colorado Municipal League data. New ranges are being recommended for this 2023 budget. Public Safety increases are being requested to start in November 2022. In addition, the fact that the employment market is currently an employee market, we have budgeted for replacement wages for existing staff. Additionally, we have reviewed the current cost of living in Paonia to ensure the Town salary base will attract potential employees.

Throughout 2021, the Town faced an unusual amount of employee turnover. In 2022, the Board of Trustees voted to separate the position of Town Administrator and Town Clerk. The hiring process has begun for both positions.

At the direction of the Board of Trustees, a substantial percentage of trustee compensation and administrative employee salaries and benefits were adjusted from enterprise funds to the general fund for the 2022 budget. The above-mentioned practice continues in the 2023 budget.

The addition of the following new positions has been included in 2023:

- o Public Utilities Assistant –Water and Wastewater department
- o (2) Public Works Laborers – Trash department

A modification of duties was proposed for 2022 for the Public Works Director – Operates and supervises the Parks, Streets, and Trash Departments. This modification did not work as proposed, and has reverted to the previous supervision of the park, streets, water, sewer, and trash departments.

Hartford continues to provide life insurance and short-term disability benefits in 2023. Health insurance was provided through Rocky Mountain Health Plans until July of 2021, when the provider changed to United Health Plans. Health Insurance is paid at 90% for employees (except Town Administrator at 100% in 2023) and on a tier basis for dependents and family plans.

The Town also provides the opportunity for employees to purchase and have deducted from their paycheck each pay period the following benefits: Dental Insurance through Delta Dental, Vision Insurance through VSP, and Optional coverages through AFLAC.

ATTORNEY

In 2021, the Town contracted with Attorney Bo James Nerlin for legal service at a fixed price of \$50,000.00 per year, divided into twelve (12) monthly payments. Attorney Nerlin's contract ended December 31, 2021, which he chose not to renew. In January of 2022, the Town contracted with Attorney Jeff Conklin from Karp Neu Hanlon, PC at an hourly rate. He withdrew his contract effective July 2022. Effective October 2022, the Town is now contracting with Attorney Nick Cotton-Baez from Kelly PC at an hourly rate.

MASTER PLAN

The Town continues the process of updating the Master Plan. At twenty-five years old, the current plan no longer effectively leads governmental decisions nor is it acceptable to many organizations that provide grant funding. To-date, the process of updating the plan has required the compilation of data collected for other purposes as well as public input meetings. The Town has budgeted to contract the completion of the master plan process. Staff have secured grant funding to defer the cost with a 50/50 match. The matching funds will come from the Capital Improvement Fund.

SIGN PROJECT IN COLLABORATION WITH THE NORTH FORK CREATIVE COALITION

The Town in conjunction with participating agencies, continued to support the Wayfinding Sign project. The 2023 budget includes \$1,000.00 to continue with the town's obligations to the signage project.

COMPUTERS/AUDIO/VISUAL EQUIPMENT

In September 2022, the town was awarded a grant for \$6,500.00 to upgrade to the current AV (Audio/Visual) system.

HOUSING STRATEGIES PLANNING GRANT

The Town applied and has been awarded the Innovative Housing Strategies Planning Grant Program through the Department of Local Affairs (DOLA). Working toward a stated goal of "Providing Affordable Housing Opportunities for Residents".

TOWN BUILDING CODE

As of January 2021, the Town entered into a month-to-month contract with Colorado Code Consulting (CCC). Administration anticipates an inter-governmental agreement (IGA) with the City of Delta for shared building department services to begin in 2023 following the adoption of the 2018 building codes. The Town has budgeted \$54,668 for building services, whether via IGA, internal or contract.

PUBLIC SAFETY

BACK THE BADGE COUNTY INITIATIVE

In November 2020, the county voted on a ballot question, known as Back the Badge, requesting a 0.8% county sales tax increase which directly funds the Law Enforcement Agencies in Delta County. This measure passed and the Town began receiving a 0.8% increase in sales tax revenue in 2021. Fiscal year 2022 will mark the first full year of sales tax collected from the successful Back the Badge Campaign.

The purpose of this tax increase of eight tenths of one percent (0.8% of \$0.008 per dollar) of taxable transactions is to fund the urgent and critical public safety needs of the town effective January 1, 2021. This will continue for ten (10) years through December 31, 2030. For additional information, see Resolution 2020-14 Supporting Delta County Law Enforcement and the Back the Badge Sales Tax Initiative.

TRAINING GRANTS

Police Officer's Standards and Training (POST) provides police departments with reimbursable funding for the training of their officers. They cover training costs, lodging, and travel and meals. This budget includes \$300.00 per officer for non-reimbursed training and \$1,667 per officer for reimbursed training.

VICTIMS ADVOCATE

The Victims Advocate (VA) agreement is between the municipalities of Cedaredge, Hotchkiss, and Paonia. The victim services subcontractors service the Cedaredge Police Department, Hotchkiss Police Department, and the Paonia Police Department.

The purpose is to offer municipalities a consistent approach to victim advocacy by providing two part-time advocates who respond to the needs of domestic violence/sexual assault/death notification and other victim-related crimes. A Victim's Assistance Law Enforcement (VALE) grant of \$18,512.00 was obtained in 2019, \$8,500.00 in 2020, \$20,200.00 in 2021, and \$25,000 in 2022 to cover the cost of this program. The Town continues to provide cell phones for each advocate in 2023. In addition, the Town has contributed additional funds out of the budget to cover any expenses not covered by the VALE grant. In 2020, the town contributed \$5,000.00, 2021 \$1,500.00, 2022 \$1,000.00 and for 2023 the town has budgeted \$500.00 due to the increase in costs coverage of the VALE grant. Town of Paonia does not administer the VALE Grant, administration is handled by Hotchkiss Police Department.

TASER PLAN

In 2017, the Town contracted with Taser International, now known as AXON Enterprise Inc., for a five (5) year Taser plan. The benefits include maintenance, batteries, and cartridges. Additional Tasers can be purchased and added to the plan. The Town updated this service in 2022 and has included the renewal costs at \$3,250.00 per year for another five (5) years.

BODY CAMERA PLAN

In 2019, the Town contracted with AXON Enterprise Inc. for a five (5) year Flex Two Replacement Plan. The plan is for five (5) body cameras and will include maintenance, upgraded cameras annually, docking stations, and 1000 GB of offsite data storage with set purge dates. This plan continues at \$3,670.00 per year.

PUBLIC DEFENDER

A new program at the Office of the Alternate Defense Counsel, that ensures indigent defendants charged with municipal ordinance violations are represented by constitutionally effective counsel, was launched in January 2020. Municipal Courts in Colorado are responsible for providing court-appointed counsel to indigent defendants as the statewide public defender's office and the Office of the Alternate Defense Counsel are only able to provide counsel at the state court level. The Town budgeted \$2,500.00 toward this program in 2021, 2022 and it will continue in 2023.

PARKS

TREE BOARD - ARBOR DAY & TREE CITY USA

Per Article 7 of the Municipal Code, the Tree Board holds the responsibility of maintaining both the Arbor Day tradition, education of responsible and sustainable tree planting, and the annual renewal of the Tree City USA designation. Funds have been allocated to help support the costs associated with these requirements. The Tree Board submitted a budget request for 2022 of \$1,195.00 which includes the planting of a tree for Arbor Day. For 2023, \$1,000.00 has been budgeted for the tree board and Arbor Day.

Arbor Day participation is a requirement for Tree City USA Designation. The Tree City designation is a necessary function for multiple grant and funding opportunities for parks and town-owned property. Participation in Arbor Day includes the planting of a tree in a public space, and an additional requirement for Tree City USA designation is a \$2 contribution per capita. This equates to a minimum budget of \$3000.00 in tree-related expenditures. Tree trimming expenses also count toward the per capita amount and is budgeted out of the Conservation Trust Fund.

COLORADO GRAND CHARTY GRANT FOR RESTROOM RENOVATION

This project will assist in the upgrades to the restrooms in Apple Valley Park and Town Park at a total cost of \$21,500.

OTHER FUNDED PROJECTS IN PARKS are as follows:

- Hill stabilization in Apple Valley Park at \$2,000.
- Complete walking path and/or removal of park tool shed at Apple Valley Park at \$6,000.
- Curbing at Lee's Park (recommended by CIRSA) \$4,000.
- Turf improvements at each of the Parks \$4,000.
- Stage Improvements at Town Park \$24,750.
- Town Park Playground Improvements \$5,000.

STREET, BRIDGE, ALLEYS, STORM DRAINS & STREET CAPITAL IMPROVEMENTS

The Town of Paonia has limited resources in the General Fund, by which streets & alleys are funded. In an effort to increase revenue to improve the street conditions, the Marijuana initiative passed in November 2020. In 2021, an estimated revenue amount was added to the Street Capital Fund of \$25,000.00 from processing applications. In 2022, the operational tax revenue was budgeted under the Street Capital Fund for \$117,000.00. This was based on three (3) stores, twenty-five (25) transactions per day, twenty-six (26) days per month, at \$5.00 per transaction effective January 1, 2021 on the sale of retail and medical marijuana and marijuana products within the Town of Paonia with the resulting tax revenue used for infrastructure repair and improvements, including but not limited to town streets, sidewalks, curb, gutter, drainage, landscaping, lighting, and streetscape amenities, through 2025 and thereafter allocated annually by the Board of Trustees. This 2023 budget reflects \$192,000 in occupational tax and \$9,200 in renewal fees.

In 2023, proposed street projects include:

- Resurfacing the Samuel Wade Bridge \$125,000.00.
- The Town plans to continue to accumulate funds toward a complete reconstruction of Third Street a few blocks at a time. The engineering estimate for two blocks was \$500,000.00 in 2021. At the end of fiscal year 2022, the Town anticipates having accumulated the \$500,000.00 necessary to begin the reconstruction project. The 2023 budget is \$962,192.

SPECIALTY FUND 2022 BUDGET HIGHLIGHTS

SIDEWALK FUND

In 2022, the Town estimates a total of \$64,103.00 for sidewalk repairs. Due to mobilization costs, the 2022 project was postponed to 2023. The 2023 budget provides for \$94,339.00 for sidewalk repairs.

PASS THROUGH GRANTS

Pass-through grant participation initiated in 2021 and 2022 will continue into 2023. The budget includes the Paonia Skate Park and Lone Cabin & Turner Ditch Wildlife Rehabilitation efforts.

CONSERVATION TRUST FUND

In 2019, conservation trust funds were used for tree trimming in the Town Park. In 2020, conservation trust funds were used to improve the Town Park Playground. In 2021, conservation trust funds were slated for Poulos Park upgrades and bike racks in Town Park. However, these items were paid for from the park budget. In 2022, the balance was expected to be \$25,582.00, which was slated to be used for tree trimming (included in the per capita calculation for Tree City USA requirements), Town Park playground shelter pad, and Town Park playground upgrade (from wood chips to pea gravel). In 2023, the balance is estimated to be \$30,846.00 to be used for tree trimming (included in the per capita calculation for Tree City USA requirements) and Town Park playground upgrade (from wood chips to pea gravel).

CAPITAL IMPROVEMENTS

The 2023 Budget recommends a capital improvement budget of \$307,350.00 in new projects, plus a Grant from DOLA for the Master Plan of \$25,000, in addition to the projects not completed in the 2022 Budget, which provides for \$628,369 to be included in the 2023 budget:

- Paonia Airport \$61,844.00 (This is supported by Cell Phone Tower Rent, which began in 2014.)
- Master Plan Update at \$50,000.00
- Town Hall Upgrades at \$75,000.00
- Public Safety at \$55,000.00
- Public Works Projects and Equipment \$372,875.00
- Transfer to Street Capital \$346,000.00
- Total Capital Improvements \$960,719.00

ENTERPRISE FUNDS 2021 BUDGET HIGHLIGHTS

A Cost-of-Service Analysis and recommendation was prepared by Rural Community Assistance Corporation (RCAC) in November 2021. During the Budget work sessions, the Board of Trustees elected to incorporate Scenario #6 as presented in the Paonia Drinking Water Cost-of-Service Analysis. The amount of revenue from water usage fees predicted by the RCAC analysis was not achieved in 2022. Therefore, the Town will increase rates in 2023 to obtain appropriate revenue to cover estimated expenditures.

A Cost-of-Service Analysis and recommendation was also prepared by Rural Community Assistance Corporation (RCAC) for Sewer and was presented to the Board of Trustees on November 29, 2022. The recommendations supported the rate increase included in this budget.

WATER

Water base rates were increased in:

- o 2022 (15.63%). In addition, the tier structure for usage was modified.
- o 2021 (6.67%),
- o 2020 (8.89%), and
- o 2017 (2%).

A water base rate increase of \$3.00 has been approved for 2023. This is an 8.11% increase and is as follows:

- o In-Town Residential + Stand-By base rate will increase \$3.00/mo (from \$37.00 to \$40.00/mo).
- o Out-of-Town Residential + Stand-By base rate will increase \$3.00/mo (from \$47.00 to \$50.00/mo).
- o In-Town Commercial + Stand-By base rate will increase \$3.00/mo (from \$57.00 to \$60.00/mo).
- o Out-of-Town Commercial + Stand-By base rate will increase \$3.00/mo (from \$62.00 to \$65.00/mo).

2023 Usage Rates Tiers will be increased per 1,000 Gallons for In-Town Residential – Out of Town Residential – Out of Town Commercial - In-Town Commercial as follows:

	USAGE 2022	Proposed 2023		
0-1,000	Gallons	\$0.00	\$2.50	Per 1,000 Gallons
0-3,000	Gallons	\$2.40	\$2.50	Per 1,000 Gallons
3,000-10,000	Gallons	\$3.30	\$3.50	Per 1,000 Gallons
10,000-25,000	Gallons	\$4.20	\$4.50	Per 1,000 Gallons
25,000-50,000	Gallons	\$5.50	\$7.50	Per 1,000 Gallons
50,000-75,000	Gallons	\$10.00	\$15.50	Per 1,000 Gallons

75,000-100,000	Gallons	\$11.00	\$20.50	Per 1,000 Gallons
100,001-99,999,999	Gallons	\$12.00	\$20.50	Per 1,000 Gallons

For additional information on the rate increase, refer to Resolution 2022-15 Water Rates and Charges.

Water funding priorities include:

Staffing – Three (3) Full-time plant operators

Debt Service - \$216,340.00

Legal Services – Total \$41,000.00 (Includes: Engineering \$21,000 + Water Attorney \$10,000.00)

Repair & Maintenance Priorities:

General Maintenance \$151,253.00

Spring Repair \$63,500

Pressure Reducer Vault & Valve Repair \$27,000.00

Total \$241,753.00

Bond (Debt Service) requirements for our Bond agreements are as follows:

Colorado Water Resources & Power Development Authority (WPA) Bond

WPA requires water and sewer debt service to be budgeted at 110% of the annual payment.

WPA requires between water and sewer a 110% debt ratio.

WPA requires 25% between water and sewer expenditures in Available Working Capital (calculated during audit).

SEWER (WASTEWATER)

Sewer rates have increases as follows:

2020 by \$4.00

2017 by \$3.00.

In 2023, sewer rates increases have been approved as provided below:

- In-Town Residential base rate will increase \$17.00/mo (from \$38.00 to \$55.00/mo).
- Out-of-Town Residential base rate will increase \$3.00/mo (from \$57.00 to \$60.00/mo).
- In-Town Commercial base rate will increase \$22.00/mo (from \$38.00 to \$60.00/mo).
- Out-of-Town Commercial base rate will increase \$3.00/mo (from \$57.00 to \$60.00/mo).
- Stand-By base rate will increase \$25.00/mo (from \$30.00 to \$55.00/mo).

For additional information on the rate increase, refer to Ordinance 2022-08 Sewer Rates and Charges.

Sewer funding priorities include:

Debt Service – \$108,625.00

Repair & Maintenance Priorities:

General Maintenance \$56,330.00

Plant Maintenance \$46,042.00

Automatic Trash Cleaner \$18,411.00

Total \$120,783.00

Capital Outlay Priorities:

Sewer-line Replacement \$100,000.00

Total \$100,000.00

Future funding priorities include:

Sludge removal \$500,000.00

Nitrification Treatment \$500,000.00

Bond (Debt Service) requirements for our Bond agreements are as follows:

WPA requires water and sewer debt service to be budgeted at 110% of the annual payment.

WPA requires between water and sewer a 110% debt ratio.

WPA requires 25% between water and sewer expenditures in Available Working Capital (calculated during audit).

AMKO Bond (sewer only) requires the equivalent of one payment in a reserve account to cover the last payment.

The Town sold sewer property in 2017. At the time of the sale, it was stated that as a condition set by USDA, these funds must be used for future sewer capital projects. The total as of September 2022 is \$534,660.26.

SOLID WASTE (TRASH)

The history of Solid Waste rate increases are as follows: 2021 - \$3.00-\$23.00 and 2018 - \$1.00.

In 2023, trash rates increases have been approved from \$7.00 to \$15.00 based on type of service.

The trash rate increases for 2023 are as follows:

- Single Can – \$8.00 increased from \$17.00 to \$25.00
- Standard User - \$7.00 increased from \$23.00 to \$30.00.
- Heavy User - \$15.00 increased from \$30.00 to \$45.00.
- 2-Yard Dumpster - \$10.00 increased from \$50.00 to \$60.00.
- 3-Yard Dumpster - \$10.00 increased from \$60.00 to \$70.00.

For additional information on the rate increase, refer to Resolution 2022-14 Garbage Rates and Charges.

The replacement of Town Dumpsters totaling \$3,600.00 will be postponed to 2024.

SUMMARY

The following is an explanation of the revenues in the 2023 budget:

FUNDS	2022 BUDGET	2022 EST ACTUAL	2023 BUDGET	REASON FOR CHANGE
ADMINISTRATION	250,434. <small>2022 over 2021 Increase of \$88,220</small>	250,434.	388,868. <small>2023 over 2022 Increase of \$138,434</small>	PROPERTY TAX DECREASE OF 2.08% SALES TAX-TOWN INCREASED 548.40% TOTAL REVENUE INCREASE 55.26%
BUILDING	35,288.	63,656.	62,100.	TOTAL REVENUE INCREASE 75.98%
PUBLIC SAFETY	576,561.	576,561.	731,110.	SO AUTO TAX INCREASE 1.01% SALES TAX-TOWN INCREASED 41.31% SALES TAX-CNTY INCREASED 25.65% POLICE FINES DECREASE 24.05% TOTAL REVENUE INCREASE 26.81%
PARKS	184,592.	155,529.	194,270.	SALES TAX-TOWN INCREASE 6.05% SEVERANCE TAX INCREASE 209.62% RENT & ROYALTIES DECREASE 18.19% TOTAL REVENUE DECREASE 5.24%
STREETS <small>(INCL. UDES, BRIDGE STREET CAPITAL IMPROVEMENT, AND SIDEWALKS)</small>	999,327.	528,015.	2,516,658.	SALES TAX-TOWN DECREASE 29.00% FRANCHISE TAX DECREASED 18.68% RESERVES USED FOR CAPITAL
GRANT PASS THROUGH	460,000.	0.	460,000.	BOTH PASS THROUGH GRANTS ARE BEING CARRIED FORWARD FROM 2021
GENERAL FUND	2,506,202.	1,574,194.	4,353,006.	TOTAL REVENUE INCREASE 73.69%
CONSERVATION TRUST	25,582.	9,273.	30,846.	CONSERVATION TRUST INCREASE 8.62% RESERVES CARRIED FORWARD \$17,232. TOTAL REVENUE INCREASE 11.74%
CAPITAL IMPROVEMENT	733,908.	285,867.	960,719.	SALES TAX-TOWN INCREASE 28.08% ALL RESERVES CARRIED FORWARD TOTAL REVENUE INCREASE 30.90%
SPECIALTY FUNDS	759,490.	295,140.	991,565.	TOTAL REVENUE INCREASE 30.56%
WATER	2,558,533.	1,292,993.	2,844,602.	GRANTS CARRIED FORWARD \$369,232. RESERVES USED FOR MATCHING FUNDS TOTAL REVENUE DECREASE 11.18%
SEWER	542,256.	542,256.	790,420.	TOTAL REVENUE INCREASE 45.77%
SOLID WASTE	283,100.	249,150.	332,835.	TOTAL REVENUE INCREASE 17.57%
ENTERPRISE FUNDS	3,383,889.	2,084,399.	4,007,857.	TOTAL REVENUE DECREASE 18.44%
TOTAL BUDGET	6,586,075.	3,876,319.	7,871,196.	TOTAL BUDGET INCREASE 19.51%

MOVING FORWARD

It is challenging to know how the changing economic factors and fiscal outlook for Paonia will be in the coming years. Looking to the future, the Town needs to ensure that it can handle any unforeseen negative financial situations.

Moving forward into 2023 and beyond, the following security measures need to be maintained or worked into the budget document in the future:

- The continued allocation of 1% of the Town's 3% sales tax toward the Capital Improvement Plan.
- Increase dwindling reserves to cover at least three (3) months' worth of expenses (in future years six (6) months' worth of expenses would be reserved). Excess reserves are needed for any future grant opportunities as matching funds.
- Investigate the possibility of allocating funds for Capital Equipment Replacement Fund (CERF) funding from revenues; and
- Investigate other possible revenue opportunities.
- Investigate grant opportunities.

These are bold ambitions and, as such, it will take several years to achieve these financial goals. But, by committing to them, the Town will have measures in place to help responsibly address any negative fiscal situations that may arise in the future.

CONCLUSION

The last several years have been very hectic and unpredictable. Fiscally, the Town of Paonia has sustained its services offered to its citizens. This 2023 budget puts forth an implementation plan that actively addresses the desires of this Board of Trustees. The budgetary 'wish' list exceeds the funds that are available. However, we have built a resilient local economy, developed prudent financial policies, and are working diligently to set aside adequate reserves, which will enable the Town to continue to thrive in uncertain economic times. We have many exciting opportunities and projects before us.

Respectfully,

Corinne Ferguson
Former Town Administrator/Clerk

Cindy Jones
Finance Director/Treasurer

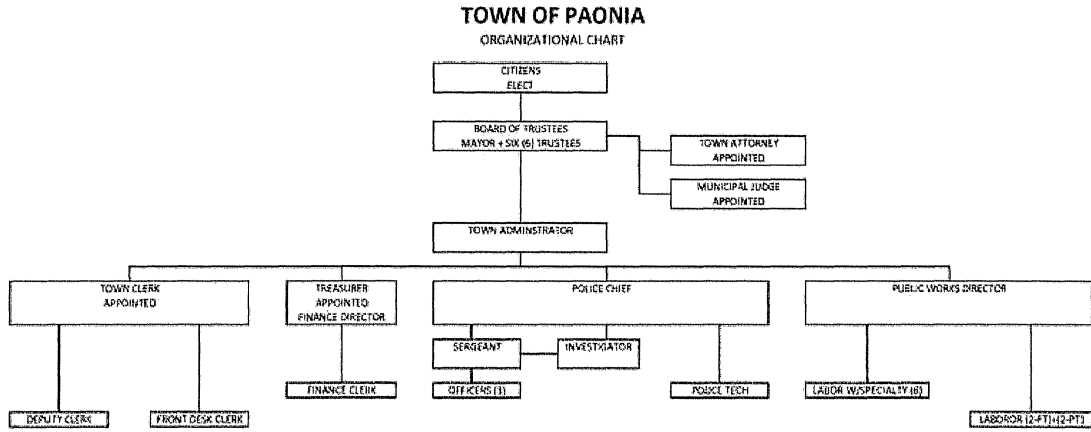
In cooperation with:

Cory Heiniger
Public Works Director

Matt Laiminger
Police Chief

Organization Chart

Please find below the current organization chart for the entire entity (Town of Paonia).



ELECTED OFFICIALS

Mary Bachran, Mayor
Thomas Markle, Mayor Pro-Tem
Dave Knutson, Trustee
Paige Smith, Trustee
John Valentine, Trustee
Rick Stelter, Trustee
Dave Weber, Trustee

APPOINTED OFFICIALS

TBD, Clerk

Cindy Jones, Treasurer

Julie Huffman, Judge

Nick Cotton-Baez, Town Attorney

EXEMPT OFFICIALS

TBD, Town Administrator

Cory Heiniger, Public Works Director

Matt Laiminger, Chief of Police

Advisory Committees

Finance Review: Dave Weber, Paige Smith or Mary Bachran

Planning Commission: Mary Bachran, Dave Knutson, Monica Foguth, Steve Clissett, Lyn Howe

Zoning Board of Adjustments & Appeals: Suzanne Watson, Gia Fanelli, Steve Clissett, Zuzana Tavinkl, Ian Oeser

Tree Board: John Valentine, Paula Martin, Jeff Thompson, Greg Hottinger, Moriah Woohulerie

Advisory Water Committee: David Weber, Thomas Markle, Philip Ceriani, Kayla Rosen

Town Adminstrators : 2014 to 2022



Town Administrator History

In 2006, the Town Administrator position was a dual Administrator/Public Works Director position held by John Norris. Upon retirement, the Town Board of Trustees contracted an ORC (operator in responsible charge) for water and sewer treatment plant monitoring and sampling.

A dual position Public Works Director/Police Chief was instituted, and the Board attempted to fill the administrator position as a lone position.

After an unsuccessful attempt to fill the position, the Board made the determination to strike the position from the Town budget, with the department heads and Mayor attending to town administrator responsibilities.

The Board also approved and contributed to continuing education for then Town Clerk – who, upon completion, would become the Town Administrator.

In 2013, the Board began discussion of re-instituting the administrator position and hired an interim administrator to conduct the hiring process.

In November 2014, a town administrator from another community in Colorado was hired and worked for the town until August 2016.

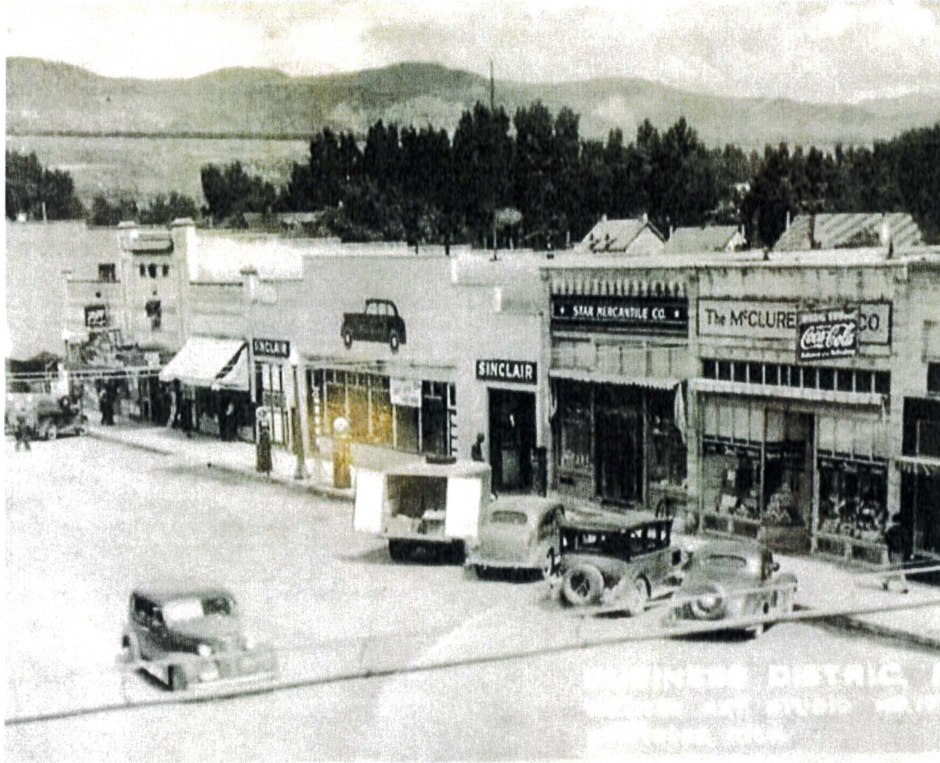
Another interim administrator was hired to complete the hiring process.

The town's next administrator – coming from another state, began working for the town from February 2017 to September 2019.

In October of 2019, the Board made the decision to add an interim administrator title and duties to the then Town Clerk. In May 2020, the Board of Trustees created and made final with annual contract renewal a Town Administrator/Clerk position.

In June of 2022, the Board made the decision to end the above-mentioned contract as of December 2022. The Board assigned the Personnel Committee to proceed with the hiring process for a new administrator. At this time, the pay range was increased for the Administrator position. It was agreed that the Administrator/Clerk would remain with the town, resuming the Town Clerk position.

History of Paonia



History

The area was first explored in 1853 by Captain John W. Gunnison of the United States Army. Gunnison was on an expedition to locate a suitable pass through the Rocky Mountains for the Topographical Engineers.

The Valley was inhabited by Ute Indians until 1880, when the Ute Indian Reservation was closed by the federal government.

Following the closure of the reservation, the site itself was settled in 1880 by Samuel Wade and William Clark, who had accompanied Enos Hotchkiss to the area from Ohio. The town was officially incorporated in 1902. The peony roots that Samuel Wade brought with him to Colorado in 1881 inspired him to submit the Latin name for peony, "Paeonia", as a town name. The post office wouldn't allow the extra vowel, so Paeonia became Paonia. Significant industries include ranching, mining and orchard farming.

Cattle came first, but in 1893, sheep were introduced to the valley. Cowboys organized a secret society called the Cattle Growers Protective Association. When sheep appeared on a cattle range, if legal persuasion failed,

sheep were stampeded over bluffs or massacred.

Vast reserves of coal lay buried in the area. The advent of the railroad made the shipping of coal economical and today, 2022, coal mining is still one of our major industries with only one mine remaining employing around 300 people.

Paonia is naturally air-conditioned by warm air flowing up the valley at night and cool air from the mountains during the day, resulting in optimal conditions for growing cherries, apricots, grapes, peaches, plums, pears, nectarines, and apples.

Town Attractions



Paonia is a unique town, settled by farmers, ranchers and miners, now home to artists and outdoor lovers as well. It consistently ranks as one of the “coolest” Colorado mountain towns, and that’s saying something!

Named (although misspelled) for the vast array of peonie flowers in the area, Paonia is still a lush landscape that produces an abundance of fruit and vegetables. Fishing, hiking and river floating are all popular in this small town.

Paonia is a focal point of back roads and trails leading into the forest, attracting hunters, hikers bicyclists and cross-country skiers. Hunters outfit themselves in Paonia before setting out to get their elk, deer, and bear. Few places offer such a wonderful combination of climate, scenery, lifestyle and recreation.

The art scene is alive and well in Paonia. The North Fork Valley is a “Certified Colorado Creative District,” and home to many creatives, including painters, jewelers, dancers, actors, musicians and other artisans.

Finally, if you ask almost anyone who lives in Paonia what they like best about this town, you will hear that they love the community. You are sure to get a wave from local drivers the moment you pull into town. There is nothing quite like the feeling of camaraderie in Paonia.

Paonia Cherry Days Festival

Paonia celebrates its "Cherry Days" festival annually during the week of July 4. 2022, marked the 76th annual Paonia Cherry Days festival Red, White & Blue. It features parades, family and class reunions, games, arts and crafts, and musical performances. Paonia Cherry Days is one of the longest running outdoor festivals in Colorado. Started by the Paonia Lions Club in 1946, the festival continues to be run by community volunteers.



Top of the Rockies BMW Rally

Paonia hosts an annual rally for motorcycle enthusiasts, who descend upon the town in mid-summer and stay for several days. 2022 marked the 50th annual Top of the Rockies Rally.

The BMW Motorcycle Club of Colorado and the town of Paonia bring you the 50th annual Top O' The Rockies Rally! The Top O' The Rockies Rally is sponsored by the BMW Motorcycle Club of Colorado and is their premium annual event. The rally is headquartered at the town park in the small mountain town of Paonia, Colorado just a mile off of CO-133, part of the West Elk Scenic Byway. Paonia is a great central base from which to launch whatever type of motorcycle adventure one chooses, as there is tremendous riding for all persuasions in a concentrated area.



Pickin' in the Park

Pickin' Productions presents Pickin' in the Park every August.

Pickin' Productions goal is to feature some of the very best National (and sometimes International) acts, both established and up and coming, along with strong regional & National openers.

The shows starts at 6pm, and goes well into the evening. Good times and lots of dancing is guaranteed.

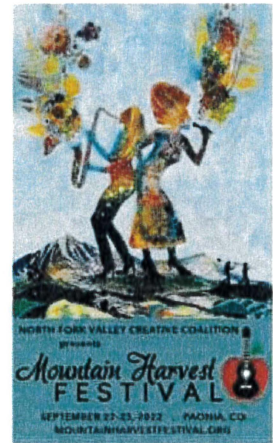


Mountain Harvest Festival

Mountain Harvest Festival is an annual celebration of local music, art, farms, food and spirits. In 2022, organized by the nonprofit organization North Fork Valley Creative Coalition (<https://northforkcreative.org/>).

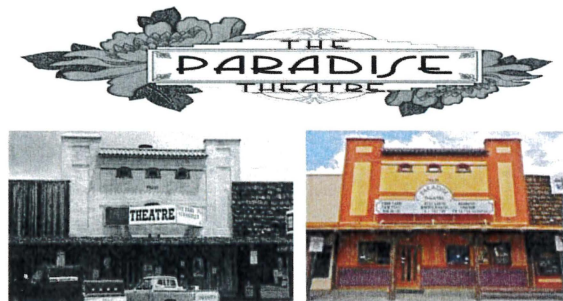
Our mission is to celebrate and serve our local communities by showcasing the bounty of the North Fork Valley. We do that by organizing the Mountain Harvest Festival and also supporting enhanced arts and agricultural educational opportunities in the Valley.

Held in the charming town of Paonia, visitors enjoy the music of the North Fork Valley, browse local arts and crafts and participate in the fun activities like the Great Chili Cookoff, Farm Tours and a Pub Crawl. Mountain Harvest Festival is small town Americana at its best.



The Blue Sage Center for the Arts and The Paradise Theatre

Host: concerts, movies, meetings, art exhibits, recitals, community theatre, and classes.



EV Charging Station



The Colorado Energy Office (CEO) and Regional Air Quality Council (RAQC) provide grants through the Charge Ahead Colorado program to support PEV and EVSE adoption by individual drivers and fleets. Both CEO and RAQC grants will fund 80% of the cost of EVSE, up to \$6,000 for a fleet-only Level 2 station, \$9,000 for a dual port Level 2 station, up to \$30,000 for a direct current (DC) fast charging EVSE, and up to \$50,000 for a charging station capable of 100kW or higher charging. Eligible DC fast EVSE must have both CHAdeMO and SAE CCS J1772 connectors and be capable of providing at least 50 kilowatts to one vehicle.

PEV owners must pay an annual fee of \$50, in addition to other registration fees, for a PEV decal. Fees contribute to the Highway Users Tax Fund and the Electric Vehicle Grant

Fund, which provides grants for EVSE.

On August 30, 2019 the Town of Paonia entered into a Parking Space Rental Agreement with Atlasta Solar Center (ASC) which took advantage of the above mentioned grant opportunity allowing them to install a charging station at 236 Main Avenue.

Paonia River Park

The River Park, located near the entrance to the Town of Paonia off of Grand Ave, was once an in-stream gravel pit and is currently the one of two public river access point in 30 miles of the North Fork of the Gunnison River. The restoration project restored the river to a single meandering channel. Aquatic habitat was improved along the river banks, thousands of willows were planted, fish retention pools were installed, and the floodplain was rehabilitated with new vegetation to control flood erosion. The park is more welcoming than ever to wildlife and human visitors.



North Fork Valley Museums



Location: 700 Shady Lane in Paonia, near entrance to Paonia River Park.

The Paonia Museum is really two museums -- the 1904 Parks home with vintage displays and photographs, and the historic Bowie Schoolhouse complete with the original desks. Those wishing to do research or thumb through books related to local history are welcome to spend time in the museum's reference library where they will find photo albums, yearbooks, oral history transcripts and tapes, and files of obituaries. Docents can assist with genealogical research. A nice selection of books focusing on local and Colorado history is available in the Museum bookstore.

ARBOL Farmers Market

The Arbol Farmers Market was established in 2020 as an initiative to increase food security and to support our local farmers in the North Fork Valley.

Originally, the venue was set at a small farm on Lamborn Mesa. The 2020 market season was a success and the weekly event outgrew its space. In 2021, the Arbol Farmers Market was relocated to Paonia Town Park.

The Arbol Farmers Market at Paonia Town Park (located between 4th and 5th Sts. on North Fork Ave.) is a weekly farmers market every Tuesday evening from 5-8 pm, May 18th through October 12th. Offering local organically produced vegetables, fruits, herbs, meats, dairy products, eggs, preserved foods, baked goods, flowers, artisan crafts, and more. SNAP Benefits are available with additional Double Up Bucks.

Enjoy a community meal prepared by The Learning Council by donation. Markets will also showcase live music and wine tasting. Bring the whole family to this farmers market in the shade!



ECONOMIC OUTLOOK SOURCES

United States Economic Forecast Q2 2022, The Colorado Economic and Fiscal Outlook as provided by the State of Colorado, Colorado Legislative Council Staff Economic & Revenue Forecast June 2022, Governor's Office of State Planning and Budgeting on March 2022, as well as the Delta County Economic Update for Second Quarter 2021:

National

NATIONAL ECONOMIC OUTLOOK

The U.S. economy continues to rebound in 2022, but faces greater headwinds than previously expected due to inflationary pressures and the impact of the monetary policy response on aggregate demand. Broad-based price growth includes energy and food prices, the cost of shelter, and growing services inflation as companies pass higher input prices onto consumers. Aggregate household finances remain strong as wage growth continues at a rapid pace in 2022, but the magnitude of labor market tightness, i.e. when job openings outnumber unemployed workers, shrinks in 2023 and 2024 largely due to reduced labor demand in the face of headwinds to the business environment.

While many do not believe the US economy is currently in recession - due to strength in a number of sectors and the extremely tight labor market - we expect that a broad downturn in the economy is on its way. Given the greater-than-expected weakness seen in Q2 2022 GDP data, we are downgrading our Q3 2022 forecast from 0.5 percent (QoQ, SAAR) to zero percent. This downgrade is associated with our expectation that consumption will continue to soften in the third quarter due to rapidly rising interest rates and elevated inflation. Furthermore, we expect both residential and nonresidential investment to contract, and private inventory expansion to continue to slow.

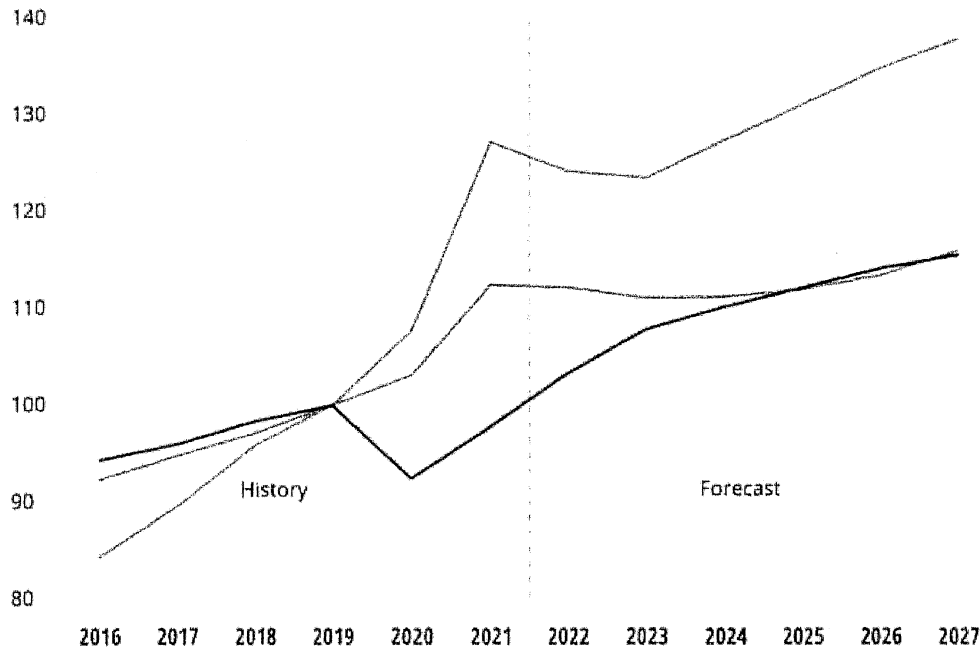
UNITED STATE ECONOMIC FORECAST Q2 2022

CONSUMER SPENDING INDEX 2019 = 100

FIGURE 2

Consumer spending, index, 2019 = 100

--- Durables --- Nondurables --- Services



Source: Deloitte analysis.

Deloitte Insights | deloitte.com/insights

CONSUMER SPENDING GROWTH

FIGURE 3

Consumer spending growth

	History						Forecast					
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Real consumer spending	2.5	2.4	2.9	2.2	-3.8	7.9	2.9	1.7	1.5	1.5	1.6	1.7
Real consumer spending, durable goods	5.4	6.3	7.0	4.3	7.7	18.1	-2.4	-0.6	3.2	2.9	2.9	2.2
Real consumer spending, nondurable goods	2.5	2.7	2.5	2.9	3.1	9.1	-0.2	-1.0	0.1	0.7	1.3	2.3
Real consumer spending, services	2.0	1.8	2.4	1.7	-7.5	5.8	5.6	4.4	2.1	1.8	1.8	1.2
Net household wealth (US\$ trillion)	95	103	104	117	131.3	150	159	162	162	163	163	164
Unemployment rate (percent)	4.9	4.4	3.9	3.7	8.1	5.4	3.7	3.6	3.6	3.6	3.6	3.7
Consumer Price Index	1.3	2.1	2.4	1.8	1.2	4.7	7.4	2.6	1.9	2.2	2.3	2.3

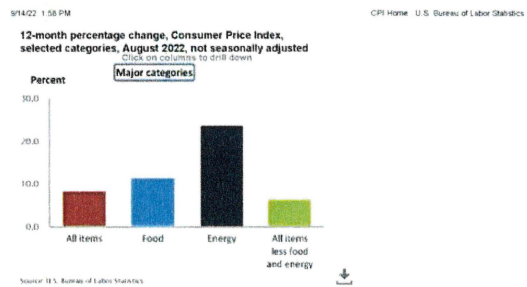
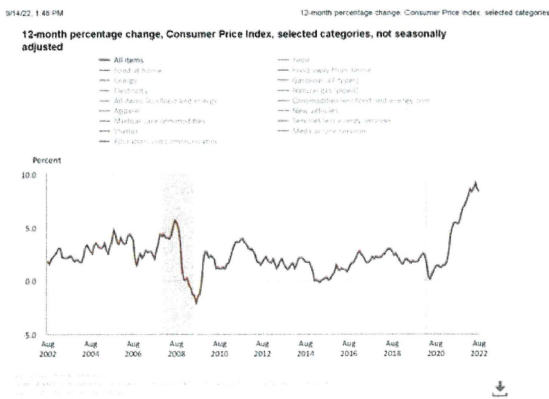
Source: Deloitte analysis.

Deloitte Insights | deloitte.com/insights

12-month percentage change, Consumer Price Index, selected categories

The Consumer Price Index for All Urban Consumers (CPI-U) rose 0.1 percent in August on a seasonally adjusted basis after being unchanged in July, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 8.3 percent before seasonal adjustment.

The all items index increased 8.3 percent for the 12 months ending August, a smaller figure than the 8.5- percent increase for the period ending July. The all items less food and energy index rose 6.3 percent over the last 12 months. The energy index increased 23.8 percent for the 12 months ending August, a smaller increase than the 32.9-percent increase for the period ending July. The food index increased 11.4 percent over the last year, the largest 12-month increase since the period ending May 1979.



COLORADO

COLORADO ECONOMIC OUTLOOK

Colorado's job growth is expected to remain strong in 2022, exceeding 2021 growth. Job growth slows in the outyears, but continues to outpace the nation, as Colorado's unemployment rate is expected to settle at 3.3 percent, while the rate is projected to increase to 3.7 percent nationally by 2024. The inflation rate is expected to face additional upward pressure from shelter and service prices relative to the nation as a whole. Real retail sales growth remains positive in 2022 at a pace slightly higher than the U.S., but then similar to the country as a whole, turns negative in 2023 in the face of rising inflation.

COLORADO OUTLOOK - SALES AND USE TAX

Sales Tax

Following sales tax revenue collections of \$3.4 billion and 6.9 percent growth in FY 2020-21, revenue is forecast to grow by 17.7 percent to \$4.0 billion in FY 2021-22, spurred by strong retail sales spending. Compared to the March forecast, this is an upward revision of \$111.4 million following above-expectation collections. FY 2022-23 and FY 2023-24 are also revised upward by \$103.7 million and \$144.2 million to \$4.2 billion and \$4.4 billion, respectively. The out-year upward revisions are largely due to the increased collections in FY 2021-22 elevating the base and inflation driving nominal growth over the forecast period, with real growth expected to be negative in FY 2022-23. Sales tax growth is largely predicated upon nominal state retail sales growth which grew by 16.5 percent in calendar year 2021 and is forecast to grow by 9.7 percent in 2022, 4.1 percent in 2023, and 3.8 percent in 2024.

This forecast also takes into account policy adjustments due to recent legislative action that are not fully incorporated into the broader sales tax base trend. These adjustments are forecast to result in a sales tax revenue reduction of \$27.6 million in FY 2021-22, a reduction of \$22.4 million in FY 2022-23, and an increase of \$21.3 million in FY 2023-24. The most significant change since the last forecast came with the passage of H.B. 22-1406, Qualified Retailer Retain Sales Tax, which allows certain businesses in the food services sector to deduct up to \$70,000 from net taxable sales for up to five locations each month. This deduction is allowed over the first quarter of FY 2022-23 and will result in an estimated sales tax revenue reduction of \$39.3 million.

While sales tax growth in FY 2021-22 of 17.7 percent is expected to come in well above forecast inflation levels, the forecast growth in FY 2022-23 is 5.1 percent, which is below inflation expectations (6.8 percent on a fiscal year basis). This means that while nominal sales tax growth in FY 2022-23 is forecast to be robust, it is a product of inflation, and real sales tax growth is forecast to be negative for the fiscal year. This is illustrated in Figure 39, depicting forecast sales tax growth falling below forecast inflation in FY 2022-23. Real sales tax revenue has been growing throughout FY 2019-20 and FY 2020-21, and growth is expected remain higher than the inflation rate in FY 2021-22. In FY 2023-24, sales tax revenue is forecast to rebound to slightly positive real growth above inflation expectations.

After historic sales tax revenue over the course of FY 2021-22, revenue growth is expected to weaken in the forecast out-years, slightly below the five-year average of 5.2 percent. With nominal consumer spending and retail sales expected to come down from current levels, nominal sales tax growth in the out-years will largely be a product of inflation with negative to flat real growth.

Use Tax

Use tax revenue increased 1.8 percent to \$214.2 million in FY 2020-21 and is forecast to increase by an additional 9.9 percent in FY 2021-22 to \$235.3 million. This is a slight downward revision of \$3.8 million from the March forecast following below-expectation collections. It is expected that use taxes will increase to \$254.4 million in FY 2022-23 and grow to \$263.2 million in FY 2023-24. These projections are revised upward from the March forecast by \$8.4 million and \$11.1 million respectively, primarily because of an elevated oil price forecast creating an expectation for higher levels of capital investment in the oil and gas industry. An increase in capital investment within this industry has historically led to growth in use tax collections. Near-term, positive expectations for residential construction also marginally drove the upward revision. These projections continue to assume that sales and use tax revenue have largely leveled off to their new equilibrium relationship after the change created by H.B. 19-1240, which codified the state's sales tax rules in response to the South Dakota v. Wayfair ruling.

SALES AND USE TAX REVENUE FORECAST

SALES AND USE TAX REVENUE FORECAST						
FISCAL YEAR	SALES (REVENUE)		USE REVENUE		TOTAL REVENUE	
	(MILLIONS)	GROWTH	(MILLIONS)	GROWTH	(MILLIONS)	GROWTH
FY 2020-21 (ACTUAL)	\$3,418.10	6.90%	\$214.20	1.80%	\$3,632.30	6.60%
FY 2021-22	\$4,023.90	17.70%	\$235.30	9.90%	\$4,259.20	17.30%
FY 2022-23	\$4,230.40	5.10%	\$254.40	8.10%	\$4,686.10	4.50%
FY 2023-24	\$4,422.90	4.60%	\$263.20	3.50%	\$4,686.10	4.50%

MARIJUANA SALES

After a 27.4 percent increase to \$245.5 million in FY 2019-20, the 15 percent special sales tax on marijuana retail sales increased by another 17.4 percent to \$288.2 million in FY 2020-21. Revenue is expected to decline by 10.9 percent in FY 2021-22 and resume slower growth in FY 2022-23 and FY 2023-24.

Total marijuana tax revenue grew 22.2 percent in FY 2020-21 as a result of a spike in sales during the height of the pandemic. Revenue has continued at historically high levels, but has fallen from the levels seen over the course of FY 2020-21 due to significantly lower prices and slowing growth in the quantity of marijuana sold. As a result, total marijuana revenue is expected to fall by 13.3 percent in FY 21-22, followed by an additional 2.6 percent reduction in FY 2022-23, and slow growth at 2.3 percent in FY 2023-24. These drags on marijuana revenue in FY 2021-22 and FY 2022-23 are driven both by the retail marijuana special sales tax and the wholesale (excise) marijuana tax by means of lower prices throughout the rest of the calendar year.

COLORADO OUTLOOK - MINERAL LEASE - SEPTEMBER 2021

Federal Mineral Lease (FML) revenue increased by 30.9 percent to \$82.0 million in FY 2020-21 and is expected to increase by an additional 59.9 percent in FY 2021-22 to \$131.2 million due to continued oil and gas price growth throughout the fiscal year. This is an upward revision of \$14.8 million from the March forecast following above-expectation payments during the interim as oil and gas prices have remained at elevated levels. While FML revenue is expected to tick downward over the forecast period, FY 2022-23 and FY 2023-24 are revised upward from March primarily as a product of above-average oil and gas price expectations over the course of 2022 and 2023.

COLORADO OUTLOOK - SEVERANCE - SEPTEMBER 2021

SEVERANCE TAX REVENUE				
	ACTUAL	FORECAST	FORECAST	FORECAST
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
OIL & GAS	\$0.60	\$295.50	\$214.90	\$155.00
COAL	\$1.90	\$2.90	\$2.60	\$2.30
MOLY & METALS	\$2.20	\$2.50	\$2.30	\$2.10
INTEREST	\$10.00	\$9.40	\$9.70	\$9.70
TOTAL	\$14.70	\$310.30	\$229.50	\$169.10
CHANGE	-88.80%	2011.20%	-26.10%	-26.30%

Following the lowest severance tax revenue collections since 1990 in FY 2020-21 of \$14.7 million, collections have rebounded in FY 2021-22 and are expected to reach \$310.4 million. The upward shift in revenue is primarily due to increased oil and gas prices over the past 12 months, coupled with increased production. This substantial revision to the March forecast comes after \$184.3 million was collected in April – the highest monthly payment in recent history and likely the result of underestimated tax liability earlier in the fiscal year given lower oil and gas price expectations. This shift comes after demand fell sharply during the height of the pandemic in FY 2020-21, which led to lower prices and depressed production. Severance tax revenue for FY 2022-23 and FY 2023-24 is also revised upward on higher oil and gas prices to \$229.4 million and \$169.1 million, respectively, despite the slight drag from increased ad valorem credits discussed in more detail below.

Oil and gas severance tax revenue, which accounts for 97 to 98 percent of overall collections throughout the forecast period, is primarily dependent on production levels multiplied by price. West Texas Intermediate (WTI) oil prices are expected to remain above or near \$100 per barrel for the remainder of 2022 and stay above \$90 per barrel in 2023. These sustained high oil and gas prices through much of the forecast period will also spur increases in production, though these effects have been slow to materialize thus far. These joint effects are expected to drive severance tax revenue above average levels. More details on price and production can be found in the energy section of the economic outlook.

Finally, the increased price levels will lead to increased ad valorem credit claims by taxpayers, which are based on local property tax assessments on the value of oil and gas production. Oil and gas taxpayers can use the credit to reduce their severance tax liability by up to 87.5 percent of the real property taxes they most recently paid to their local governments, school districts, and special districts. That said, there is a one-to-two-year lag between when the production is valued by county assessors and when the credit is applied against state severance taxes. Thus, increased ad valorem credit claims are expected throughout the forecast out-years, but net revenue is still expected to remain above average in FY 2022-23 due to an elevated price forecast. In FY 2023-24, revenue returns closer to average levels as prices are expected to drop from current highs and ad valorem credit claims will have a greater, overall net negative effect on revenue.

DELTA COUNTY

DELTA COUNTY ECONOMIC OUTLOOK - Economic Summary

- The 2021 yearly average of employment is 13,599. This is better than 2020's 13,273, and close to 2019's 13,765. Overall, Delta County is now very close to the level of employment that existed in 2019.
- Two new standard of living measures were recently released for Delta County 2020 data. Median household income increased from \$51,525 to \$53,553. This is important because median household income for the United States fell from \$69,560 to \$67,521, which means Delta County did better than the nation.
- Poverty estimates were also released, showing that poverty numbers inched lower. The poverty estimate was 14.6% in 2018, down from 15.1% in 2019, and dropping to 12.1% in 2020.
- The U.S. inflation rate in February hit 7.9%. This is the highest inflation rate since 1982. Before Russia's invasion of Ukraine, a 3.5-4% inflation forecast by year end was a reasonable way to view inflation dynamics for the coming year. However, the RussiaUkraine crisis has changed the inflation forecast and has much larger implications for the world and U.S. economy, bringing with it significant macroeconomic and financial risks

DELTA COUNTY - EMPLOYMENT

Figure 4
Delta County and Colorado Unemployment Rates

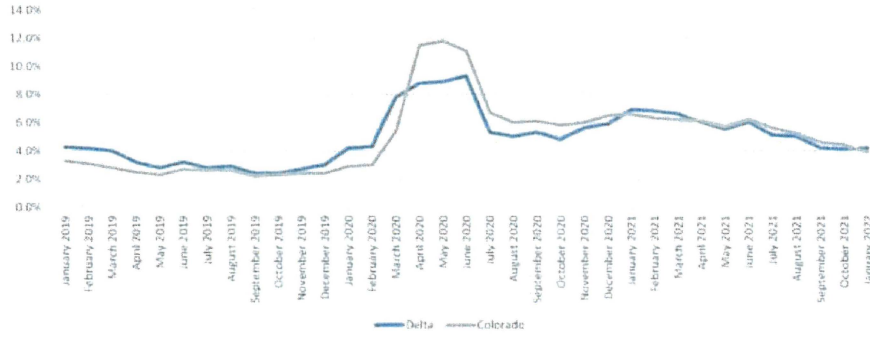
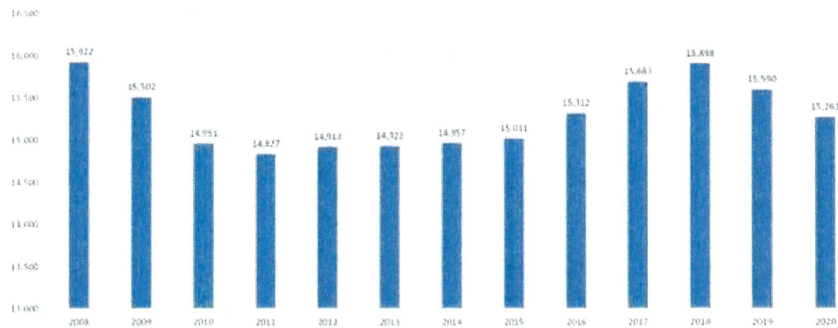


Figure 5
Number of Unemployed Delta County



Figure 6
Total Full and Part Time Jobs (BEA)



DELTA COUNTY - LOCAL REAL ESTATE

LOCAL REAL ESTATE

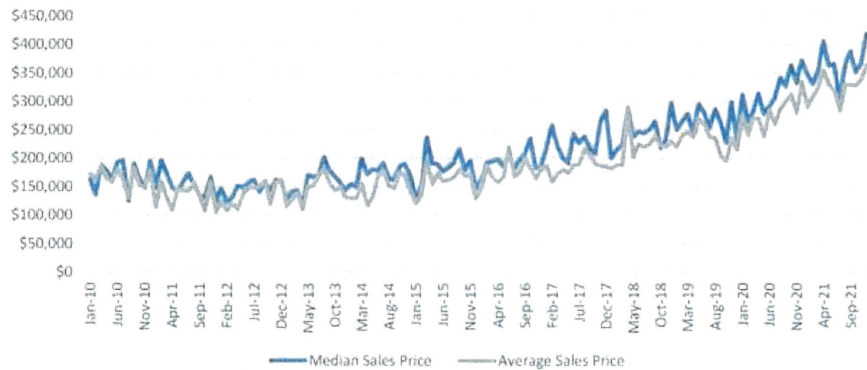
	Q4 2021	Q4 2020	% change since last year
Real Estate			
Inventory of Homes for Sale (3 month avg)	100	133	-25.25%
New Residential listings (3 month total)	108	123	-12.20%
Sold Residential Listings (3 month total)	136	176	-22.73%
Median Sales Price	\$343,933	\$309,425	11.15%
Average Sales Price	\$378,921	\$356,060	6.42%
Days on Market	87.00	109.67	-20.67%
Months Supply of Inventory	2.03	2.73	-25.61%
Foreclosures			
Foreclosure Filings	6	3	100.00%
Foreclosure Sales	3	2	50.00%
Mortgage Rates			
15 Year Mortgage Rate	2.34%	2.29%	0.05%
30 Year Mortgage Rate	3.08%	2.76%	0.32%

SOURCES IN ORDER OF LISTING: Real Estate Data: Colorado Association of Realtors, Building Permits and Valuation: City of Delta and Orchard City totals; Foreclosure Filings and Sales: Delta County; Mortgage rates: Freddie Mac.

Local Real Estate Indicators

The Delta County real estate market continues to be tight, with inventory falling by 5% from last year, and median prices rising by 11.15%. Days on market have fallen by 20.67%, and months supply of inventory by 25.61%. All data points show a very tight housing market with limited inventory. The Federal Reserve is raising the Federal Funds rate and reducing their purchases of 10 year treasury bonds, with the goal of raising interest rates. The hope is to slow what has become one of the strongest housing markets in recent history.

Figure 12
Median and Average Home Values

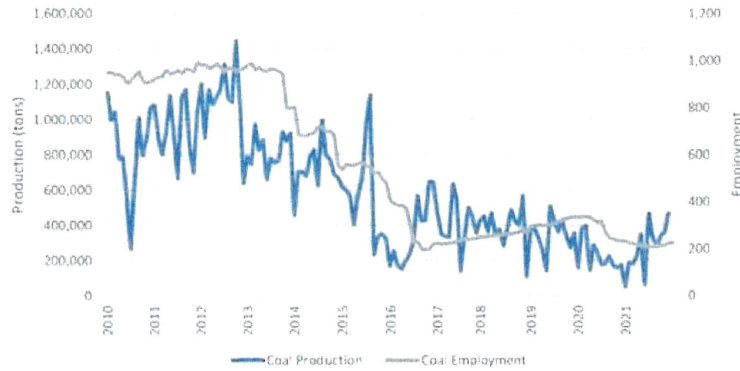


OIL * GAS * COAL

Figure 17.
Oil/Gas Drilling Permits and Oil/Gas Jobs



Figure 18.
Delta/Gunnison Coal Production and Employment



Western Slope Oil, Gas, and Coal

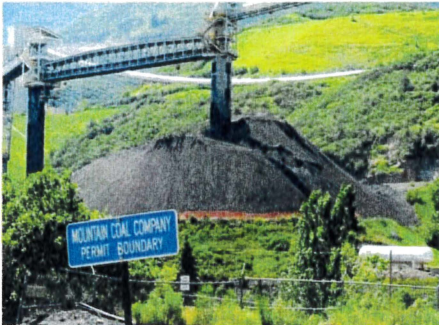
The Energy Information Agency (EIA) reports that in February, the natural gas spot price at Henry Hub averaged \$4.69/MMBtu, while Brent crude oil averaged \$97 per barrel. There is much uncertainty in energy markets currently due to Russia's invasion of Ukraine. EIA forecasts Brent crude oil to average \$117 per barrel in March, and \$102 per barrel for the second half of 2022. U.S. retail gasoline prices averaged \$3.52 in February, while Gasbuddy.com shows that the average gas price as of March 14th in Mesa County ranged between \$3.83 and \$4.05.

How rising oil and gas prices affects the Piceance Basin remains to be seen. In the past when oil, and specifically natural gas prices rise the region would see rig activity pick up, but there are still two rigs operating in the Piceance as of March 14th. There was an uptick in jobs and wages in this industry but for employment and wages to really pick up rig activity will have to increase.

Comparing 2020 to 2021, West Eik Mine production has increased by 22%, while mining jobs have fallen by 24%.

COAL MINING

Coal mining in Colorado dates back to 1864. Colorado coal is mostly bituminous and sub-bituminous, and is characterized as a high heat content, low sulfur, low to medium ash, and low mercury coal. Coal provides the fuel to generate about 68 percent of Colorado's electricity. It currently provides the 'base-load' fuel source for most of today's



electrical needs. At current growth and consumption rates Colorado's mineable coal could supply its economy for over 259 years. However, growing world demand for energy over the next 25 years is predicted to increase fossil fuel consumption by 60 percent, so Colorado coal may be in higher demand to other states and foreign exports. Currently, Colorado mines ship coal to 24 other states and to Mexico and Europe.

West Elk is an underground mining complex located in Gunnison County, Colorado. Located in the West Elk Mountains just east of the town of Paonia, the West Elk mine is one of the largest coal mines in Colorado. It covers more than 20 square miles of the Gunnison National Forest next to the West Elk Wilderness Area.

West Elk employs some 254 people as of 2021 and is the last coal mine still operating in Colorado's North Fork Valley.

Raw coal from West Elk mine is shipping via the Union Pacific railroad. The loadout facility can load an 11,000-ton train in less than three hours.

Production:

COMMODITY	UNITS	2021	2020	2019	2018	2017	2016	2015
Thermal Coal	M tons	3.3	2.5	4.1	4.8	4.9	4.0	5.1

Reserves at December 31, 2021:

CATAGORY	TONAGE	COMMODITY
Proven	46.9 M tons	Thermal
Coal		
Probable	5.0 M tons	Thermal
Coal		
Proven & Probable	51.9 M tons	Thermal Coal

SOLAR ENERGY

The solar energy sector in Colorado has created new opportunities in electricity generation, research and development and manufacturing.

SOLAR ENERGY INTERNATIONAL is located southwest of Paonia, Colorado.

SEI's Purpose

Our purpose is to empower students, alumni, and partners to expand a diverse, inclusive, well-trained and educated solar workforce and spread the knowledge of how to safely deploy industry-leading technology. Our aim is to mitigate climate change, promote sustainable economic growth, and support energy independence.

SEI's Solar Professional Certificate Program (SPCP) is the industry's most comprehensive training program. With custom program tracks, SPCP prepares professionals with foundational solar skills and technical theory in the solar industry segment of their choice. The SPCP is designed for individuals who want to distinguish themselves among employers and clients who care about quality, skilled solar design, installation, operations, and maintenance. All SPCP tracks are a combination of hands-on, safety, and technical skills training.



Broadband

Broadband has emerged as a critical component of economic development. Economic research shows the introduction of broadband services boosts employment growth, reduces unemployment rates, and helps attract and retain high value-added firms and workers. These positive impacts are particularly large in rural or isolated areas.

Broadband access allows many rural communities the potential to attract remote workers and location-neutral businesses that can help diversify the economic base, but there are many other benefits, including public safety and health care. Many rural areas of the state would benefit greatly from tele-medicine and remote health care monitoring that have the promise to reduce health care costs while improving outcomes. Broadband availability to schools and educators across the state, especially in rural areas, is also a critical need that has been addressed over the past decade by the state.

An Overview of Internet Providers in Paonia By Connection

Provider	Connection	Speed	Availability
Comcast	Cable	100 Mbps	94%
CenturyLink	Fiber	100 Mbps	91%
Frontier	Dial-up	56 Kbps	100%
Frontier	Dial-up	56 Kbps	100%
Frontier	Dial-up	56 Kbps	100%
Frontier	Dial-up	56 Kbps	100%
Frontier	Dial-up	56 Kbps	100%
Frontier	Dial-up	56 Kbps	100%
Frontier	Dial-up	56 Kbps	100%
Frontier	Dial-up	56 Kbps	100%

Summary Of Fastest Internet Providers in Paonia, Colorado

PROVIDER	SPEED	TYPE	TIME TO DOWNLOAD	AVAILABILITY
Spectrum	1,000 Mbps	Cable	8s	55.9%
Electric Internet	1,000 Mbps	Fiber	8s	82.7%
T-Mobile 5G Home Internet	182 Mbps	5G Internet	45s	97.4%
Rise Broadband	100 Mbps	Fiber Wireless	1m 21s	95.9%
TDS Telecom	100 Mbps	DSL	1m 21s	99.3%
Viasat Internet	50 Mbps	Satellite	2m 43s	100.0%
HughesNet	25 Mbps	Satellite	5m 27s	100.0%

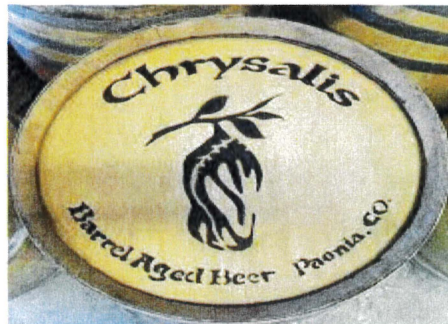
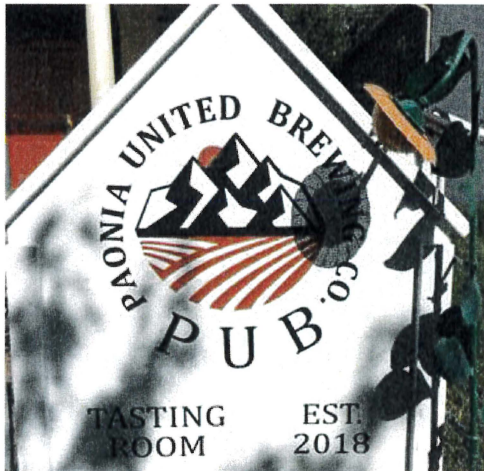
Exposing the Quickest Internet Plan in Paonia

The fastest of the fastest is an exciting prospect for any internet-connected device. It is when the data is transferred at an exceptionally fast rate. The fastest internet plan in Paonia is a 1,000 Mbps cable connection. This is a very fast connection and is available to a large number of users in Paonia. The fastest internet plan in Paonia is a 1,000 Mbps cable connection. This is a very fast connection and is available to a large number of users in Paonia.

Brewing

Paonia is home to Paonia ([https://en.wikipedia.org/wiki/Revolution_Brewing_\(Colorado\)](https://en.wikipedia.org/wiki/Revolution_Brewing_(Colorado))) United Brewing Co. and Chrysalis Brewery. Paonia United Brewing Company is dedicated to making and serving high quality, small batch craft beer in the Town of Paonia to be enjoyed by local patrons and visitors of the North Fork Valley.

Chrysalis Brewery grows their own barley and rely heavily on surrounding orchards and farms to source the best ingredients available to create an "Origin Beer" which is unique and unlike any other beer in the state. Their beers and flavors started from the ground up right here in the North Fork Valley.



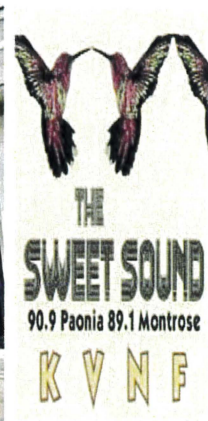
Media

The publishing sector includes any firm that issues print or electronic copies of original works for which they own a copyright, excluding internet firms. Products include software, newspapers, periodicals, books, directories, databases, calendars, and greeting cards. The types of products produced by the publishing industry has diversified to include an increasing amount of electronic and internet-based products, such as audio, downloadable files, digital books, and mobile device applications.

High Country News is a nonprofit 501(c)3 independent media organization that covers the important issues and stories that define the American West. Our mission is to inform and inspire people – through in-depth journalism – to act on behalf of the West's diverse natural and human communities. Our print and online magazine has more than 36,000 subscribers, including policymakers, educators, public land managers, environmental professionals, outdoor enthusiasts and thousands of other “people who care about the West.” Our website attracts nearly 400,000 sessions each month, and our online archives (<https://www.hcn.org/issues>) are unusually deep, from the first issue in 1970 to today.

Paonia is served by a section in the *Delta County Independent*. Now owned by Wick Communications the same company that owns the Montrose Daily Press. The area is also served by the monthly *North Fork Merchant Herald* founded in 1996 by the Hotchkiss Community Chamber of Commerce, was taken private by Raven Rumours Press in 1999 published in nearby Hotchkiss and *The High Country Shopper*, is published in Paonia.

Community radio station KVNF (<https://en.wikipedia.org/wiki/KVNF>) was founded in Paonia and continues to have studios in downtown Paonia. KVNF Community Radio has been serving the western slope of Colorado since 1979 with news programs from National Public Radio, alternative news programming, local news and current affairs and an eclectic mix of musical genres with an emphasis on independent recording artists. It's a rural service network providing public radio programming for the Western Slope region of Colorado. Starting with 10 watts of power in a garage on a mesa overlooking the town of Paonia, KVNF has grown to serve parts of 6 rural counties with two transmitters and five translators and thousands of watts of power.



HISTORY OF FUNDING

There are 2 types of grant programs available to municipalities:

- project-specific grants: one-time funding based on a particular project
- allocation-based grants: annual grants based on criteria such as population, road length and other municipal information

Municipalities may want to use more than one type of provincial grant program to fund a single project. This is known as grant stacking, and is subject to specific conditions.

Some project specific grant programs require their funding to be approved prior to applying for allocation-based funding. It is the responsibility of the municipality to understand the requirements of the grant, including additional approvals, reporting, applications, as well as cost-sharing requirements or limits.



FUNDING HISTORY

TOWN OF PAONIA - GRANT / PRINIPAL FORGIVENESS / BOND HISTORY - 2014-2021

AGENCY	BEG	END	PURPOSE	AMOUNT	MATCH	RETURNED	NET AMOUNT RECEIVED	AWARDED AMOUNT PENDING	APPLIED AWAITING AWARD	DENIED
CWCB	2014	2014	ZMG	337,984.00			337,984.00			
DOLA	2014	2018	ZMG+IMG+DIST	1,000,000.00	500,000.00		1,000,000.00			
WPA	2014	2015	ZMG	847,920.00			847,920.00			
DOLA	2014	2016	TM	94,872.46			94,872.46			
WPA	2015	2019	ZMG+DIST	3,000,000.00			3,000,000.00			
DOLA	2015	2015	IMG	200,000.00			200,000.00			
BOETTCHER	2017	2020	SPACE TO CREATE	35,000.00			35,000.00			
DOLA REDI	2018	2018	FEASIBILITY STUDY	12,500.00			12,500.00			
DOLA	2018	2019	MARKET SURVEY	14,161.61			14,161.61			
CCI	2018	2019	MARKET SURVEY/PREDEVELOPMENT	50,000.00		45,000.00	5,000.00			
USDOT	2018	2018	Street Rehabilitation	19,800,000.00	10.0%					19,800,000.00
CML	2018	2018	Repair/Replace Samuel Wade Bridge	2,000,000.00	20.0%					2,000,000.00
GOCO	2018	NA	Parks, trails planning	57,000.00	10.0%					57,000.00
GOCO	2018	NA	Poulos Park Renovation	26,250.00	10.0%					26,250.00
CDOT	2018	NA	Safe Routes to Schools, Streets & Sidewalks	485,000.00	20.0%					485,000.00
NEA Our Town	2018	2019	Grand Avenue Creative Corridor Planning	95,000.00	95,000 Cash/Inkind					95,000.00
CDPHE	2019	2019	STORM DRAIN/SEWER	89,462.00			89,462.00			
DOLA	2019	2019	MARIJUANA ENFORCEMENT	6,117.00			6,117.00			
DOLA	2019	2020	MARIJUANA ENFORCEMENT	8,473.76			8,473.76			
AARP	2019	2019	POULOS PARK	10,000.00			10,000.00			
COLOGRANT	2019	2019	ELLEN HANSON SMITH CENTER	15,000.00			15,000.00			
Delta County	2019	2020	Town Park - Teen Center roof repair playground upgrades	50,000.00	None					
NEA	2019	2019	NEA Leadership Institute							
Region 10	2019	2019	Wayfinding	5,000.00	None					
CRC/AmeriCorp VISTA	2019	2020	VISTA Volunteer for Town Planning & Creative District	3,175.00						
NF Rotary/West Elk Community Fund	2019	2019	Poulos Park	2,000.00	None		\$2000.00			
DOLA	2020	2021	ADMINISTRATIVE-WATER SYSTEM ANALYSIS	14,000.00	14,000.00		14,000.00			
GOCO	2020		PARK MASTER PLANNING	66,830.00	10,000.00		66,830.00			
DOLA	2020		TIER 1-ASSET INVENTORY	48,629.00	48,629.00		48,629.00			
DOLA	2020	2021	COVID RELIEF FUND	125,232.27				125,232.27		
DOLA-REDI	2020		ECONOMIC SURVEY-DIVERSIFICATION PLAN	35,000.00					35,000.00	
CDOT	2020		REVITALIZING DOWNTOWN	46,342.00	10% IN-KIND				46,342.00	
CPW	2020		PASS THROUGH W/RED FEATHER BOWMAN	5,000.00	1,250 IN-KIND					5,000.00
OURTOWN	2021		PASS THROUGH W/ PARADISE	50,000.00	50,000/PARADISE				50,000.00	
DOLA	2021		AMERICAN RESCUE PLAN FUNDS	369,232.00			184,616.00		184,616.00	
				29,005,181.10		45,000.00	5,678,490.83	254,691.27	131,342.00	22,468,250.00

Population Overview



TOTAL POPULATION

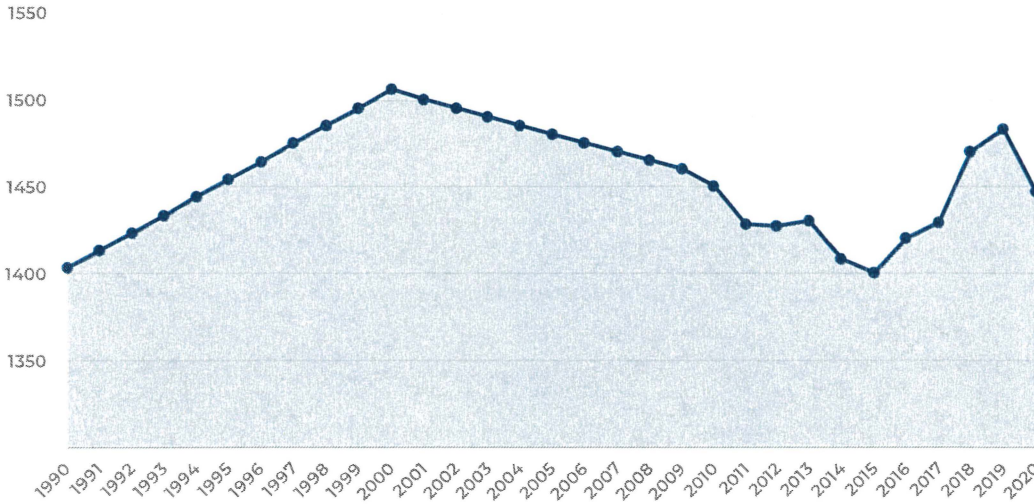
1,447

▼ **2.4%**
vs. 2019

GROWTH RANK

184 out of **360**

Municipalities in Colorado



* Data Source: U.S. Census Bureau American Community Survey 5-year Data and the 2020, 2010, 2000, and 1990 Decennial Censuses



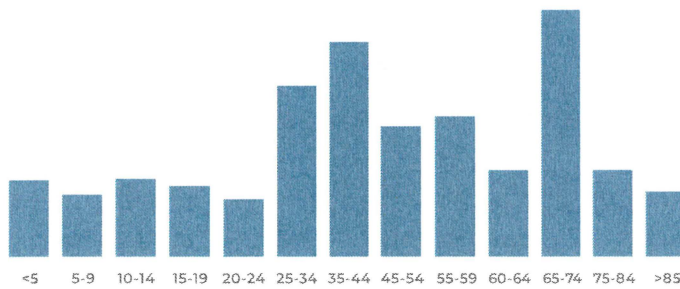
DAYTIME POPULATION

1,530

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

* Data Source: American Community Survey 5-year estimates

POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

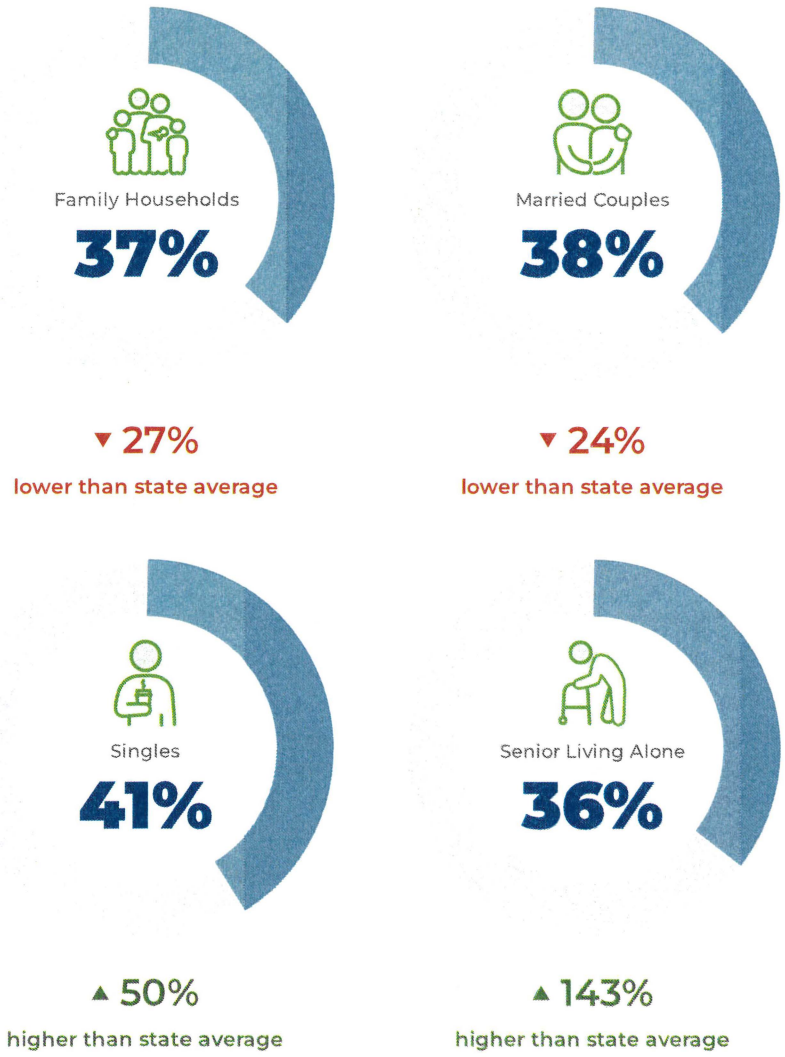
* Data Source: American Community Survey 5-year estimates

Household Analysis

TOTAL HOUSEHOLDS

746

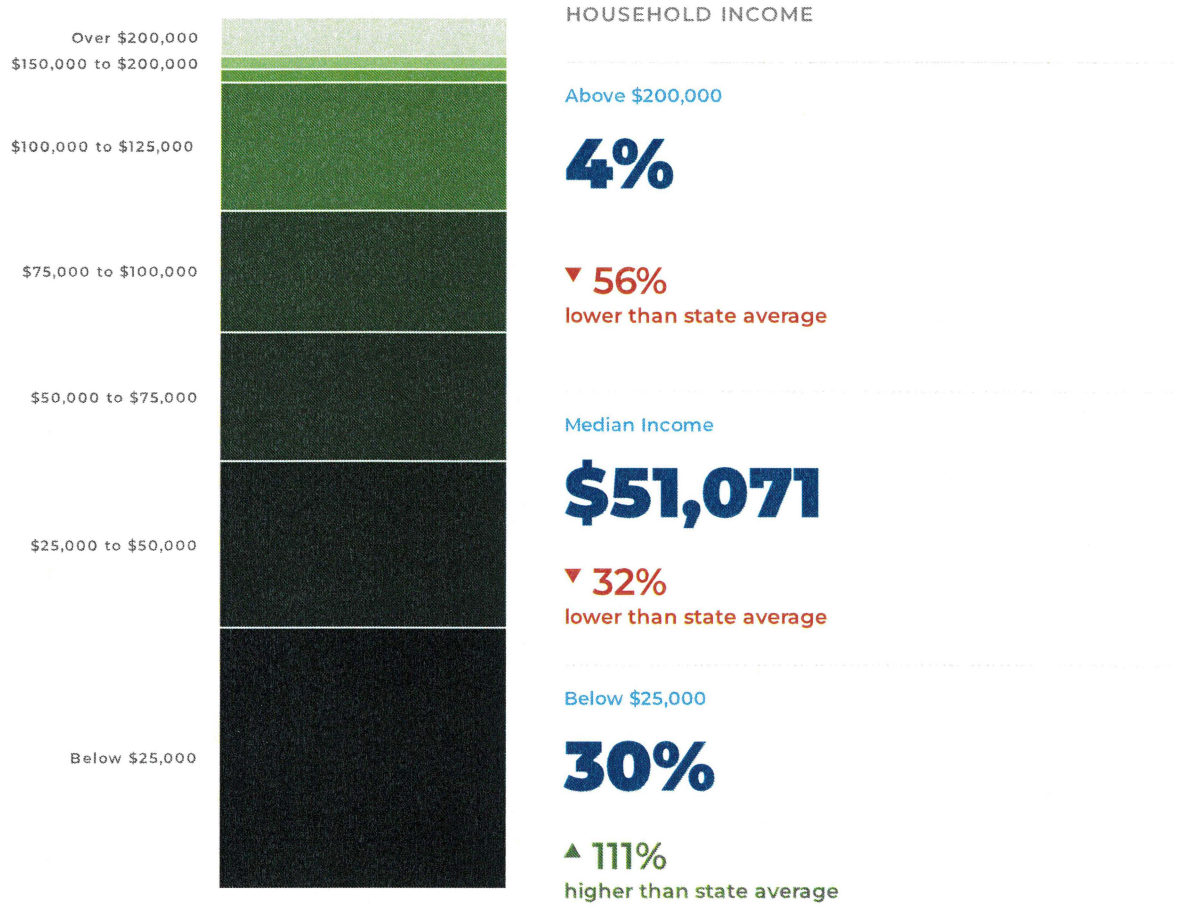
Municipalities must consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the municipal tax base.



* Data Source: American Community Survey 5-year estimates

Economic Analysis

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.



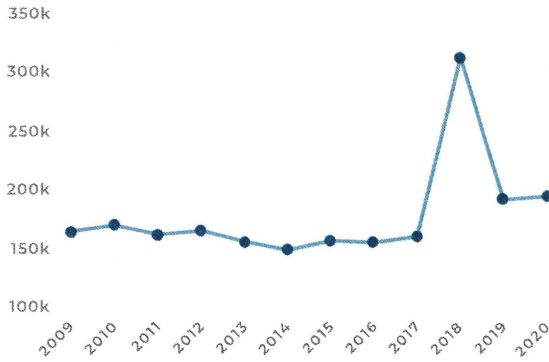
* Data Source: American Community Survey 5-year estimates

Housing Overview



2020 MEDIAN HOME VALUE

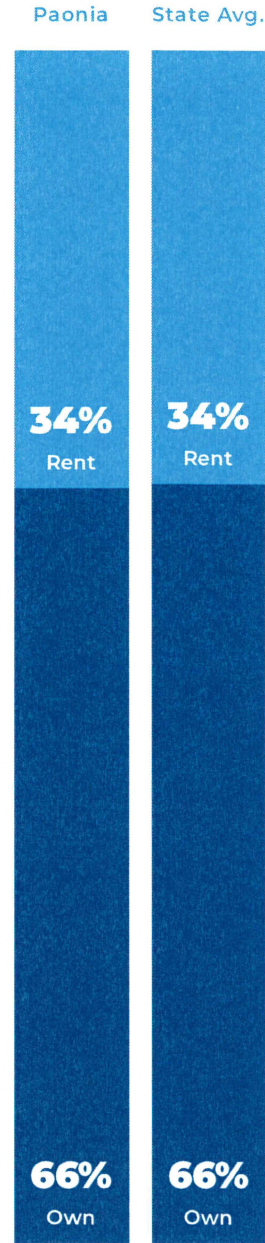
\$193,800



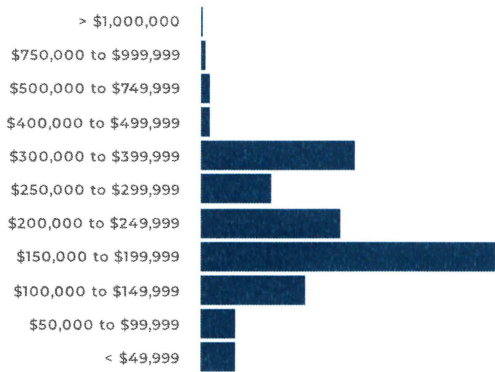
* Data Source: 2020 US Census Bureau

(<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

HOME OWNERS VS RENTERS



HOME VALUE DISTRIBUTION



* Data Source: 2020 US Census Bureau

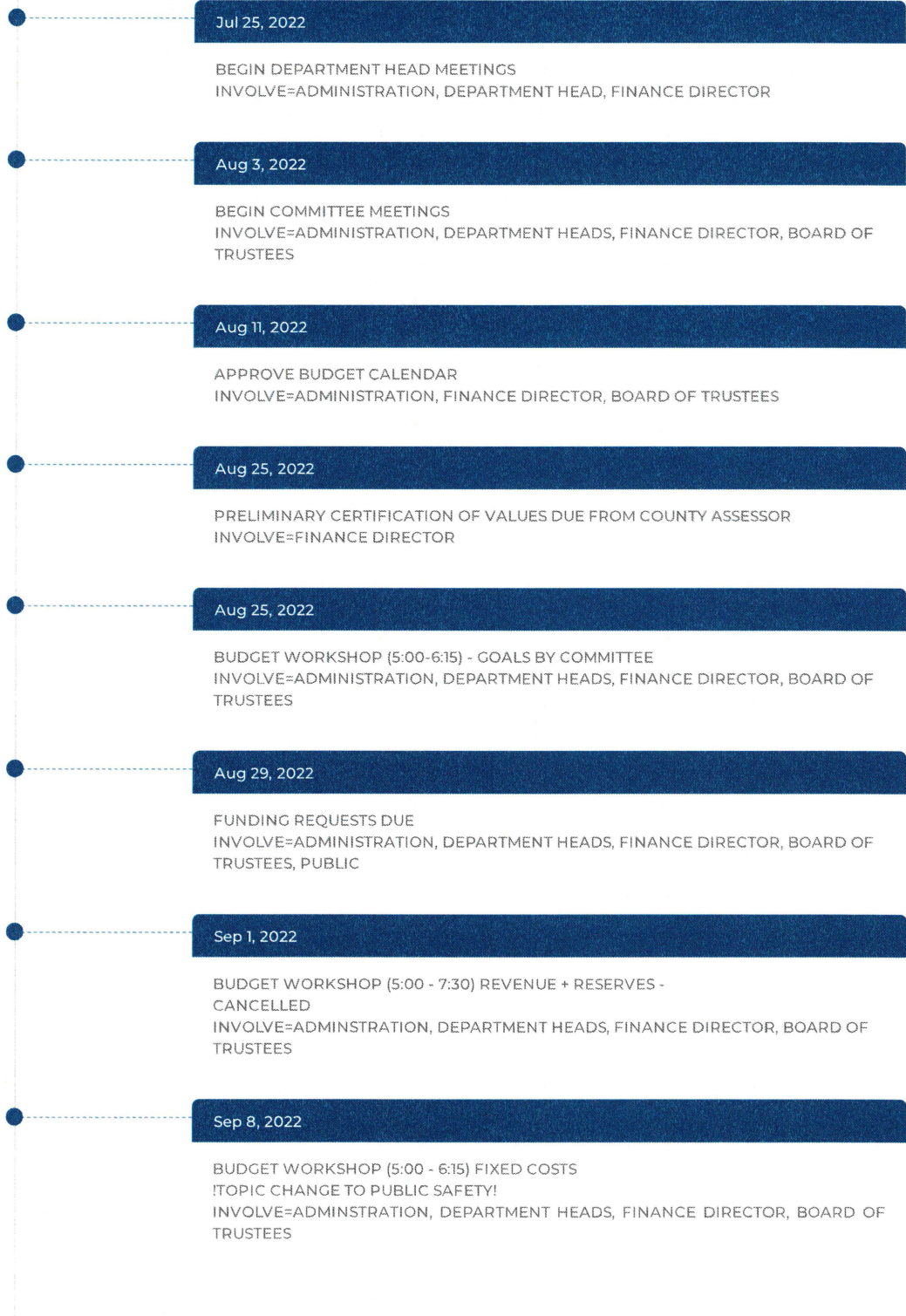
(<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

* Data Source: 2020 US Census Bureau

(<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

Budget Timeline

The annual budget process includes considerable staff participation from all departments and Board of Trustees direction concerning key policy areas. The public has the opportunity to participate with comments, concerns or budget requests during public work sessions and a public hearing prior to adoption of the budget. The budget process spans a great portion of the year. The following summarizes the 2021 budget schedule:



- Sep 15, 2022

BUDGET WORKSHOP (5:00 - 7:30) STAFFING INCLUDING CONTRACTORS
CANCELLED (AUDIT PRESENTATION)
INVOLVE=ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR, BOARD OF TRUSTEES
- Sep 22, 2022

BUDGET WORKSHOP (5:00 - 6:15) CONTRACTORS AND PROJECTS
CHANGE SPECIAL MEETING-TOPIC: WATER SEWER TRASH
INVOLVE=ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR, BOARD OF TRUSTEES
- Sep 29, 2022

BUDGET WORKSESSION (5:00 - 7:30) IF NEEDED
CANCELLED
INVOLVE=ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR, BOARD OF TRUSTEES, PUBLIC
- Oct 7, 2022

PROPOSED BUDGET DUE TO THE BOARD
INVOLVE=ADMINISTRATION, FINANCE DIRECTOR
- Oct 7, 2022

PUBLISH NOTICE OF BUDGET HEARING
INVOLVE=ADMINISTRATION, FINANCE DIRECTOR
- Oct 13, 2022

BUDGET WORKSHOP (5:00 - 6:15)
SPECIAL MEETING-REVIEW PROPOSED BUDGET
INVOLVE=ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR, BOARD OF TRUSTEES
- Oct 14, 2022

BUDGET OFFICER MUST SUBMIT PROPOSED BUDGET TO THE GOVERNING BODY (CRS 29-1-105) GOVERNING BODY MUST PUBLISH "NOTICE OF BUDGET" UPON RECEIVING PROPOSED BUDGET (CRS 29-1-106(1))
- Oct 25, 2022

BUDGET WORKSHOP (5:00-6:15)
CHANGE-SPECIAL MEETING
INVOLVE=ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR, BOARD OF TRUSTEES
- Nov 3, 2022

FINAL ADJUSTMENTS
INVOLVE=ADMINISTRATION, FINANCE DIRECTOR

- Nov 8, 2022

PUBLIC HEARING OF PROPOSED 2022 BUDGET
INVOLVE=ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR, BOARD OF TRUSTEES, PUBLIC
- Nov 15, 2022

BUDGET WORKSESSION (5:00 - 7:30) IF NEEDED
CHANGE-SPECIAL MEETING
INVOLVE=ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR, BOARD OF TRUSTEES, PUBLIC
- Nov 22, 2022

FINAL BUDGET REVIEW
INVOLVE=ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR, BOARD OF TRUSTEES
- Dec 9, 2022

FINAL CERTIFICATION OF VALUES DUE FROM COUNTY ASSESSOR
INVOLVE=FINANCE DIRECTOR
- Dec 12, 2022

PREPARATION OF FINAL BUDGET
INVOLVE= ADMINISTRATION, DEPARTMENT HEADS, FINANCE DIRECTOR
- Dec 13, 2022

RESOLUTION ADOPTING BUDGET AND MILL LEVY
INVOLVE=ADMINISTRATION, FINANCE OFFICER, BOARD OF TRUSTEES

RESOLUTION SETTING OF MILL LEVY
INVOLVE=ADMINISTRATION, FINANCE DIRECTOR, BOARD OF TRUSTEES

RESOLUTION TO APPROPRIATE SUMS OF MONEY TO VARIOUS FUNDS
INVOLVE=ADMINISTRATION, FINANCE DIRECTOR, BOARD OF TRUSTEES
- Dec 15, 2022

MILL LEVY CERTIFICATION DUE TO THE COUNTY
INVOLVE=FINANCE DIRECTOR
- Dec 30, 2022

FINAL BUDGET DOCUMENT TO THE STATE
INVOLVE=FINANCE DIRECTOR

BUDGET PROCESS

The mission of the budget process is to help the Board of Trustees make informed choices for the provision of services, acquisition and development of capital assets, and to promote citizen participation in the decision process.

The development of the budget is an on-going process that takes place throughout the entire year.

There are four principle elements to the budget process.

1. Development of broad long term goals that provide overall direction for the Town and serve as a basis for decision-making.
2. Development of specific policies and strategies to assist the Town in achieving its goals.
3. Development of a financial plan and budget that allocates resources necessary to implement the specific policies and strategies to achieve long term goals.
4. Ongoing assessment of performance and progress that has been made towards achievement of the Town's goals.

MUNICIPAL CODE

The Board of Trustees and staff adheres to the following legal requirements pursuant to the Paonia Colorado - Municipal Code Chapter 4 - Revenue and Finance

Chapter 4 - REVENUE AND FINANCE

ARTICLE 1. - GENERAL PROVISIONS

- Sec. 4-1-10. - Fiscal year established.
 - (a) The fiscal year of the Town shall commence on the first day of the calendar year.
 - (b) The Board of Trustees shall, within the last quarter of each fiscal year, pass the ordinances required known as the annual appropriation bill for the next fiscal year.

(Ord. No. III, § 1, 1910; Ord. No. 2014-04, § 1, 1-13-2015)

- Sec. 4-1-20. - Property exempt from taxation.
 - (a) The same amount and kind of property, real and personal, shall be exempt from assessment and taxation for Town purposes as are now or may hereafter be exempt from assessment and taxation for County purposes under the general law; and all kinds of property within the Town limits that are subject to assessment and taxation for County purposes shall be subject to assessment for Town purposes.
 - (b) When the equalization of the value of property within the Town limits has been made in each year by the County Commissioners, as required by law, it shall be the duty of the Town Treasurer to correct the duplicate return therefrom made to the Board by the County Assessor of such property in accordance with changes in valuation of the same adopted by the County Commissioners. The Board of Trustees shall, by resolution, levy upon the real and personal property described in such annual return such sum as may be required for any purpose for which it may be authorized to levy, and it shall also specify therein the rate of taxation as fixed by it for Town purposes upon all property within the limits of the Town. The Town Clerk shall then certify a copy of the resolutions to the County Clerk, who shall proceed to extend the Town taxes upon the tax list of the current year as required by law.

(Ord. No. III, §§ 2, 3, 1910; Ord. No. 2014-04, § 1, 1-13-2015)

ARTICLE 2. - GENERAL AND SPECIAL FUNDS

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

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

(Ord. No. 2014-04, § 1, 1-13-2015)

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

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

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

(Ord. No. 2014-04, § 1, 1-13-2015)

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

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

(Ord. No. 2014-04, § 1, 1-13-2015)

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

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

(Ord. No. 2014-04, § 1, 1-13-2015)

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

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

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

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

There is hereby created a special fund, to be known as the Sewer Enterprise Fund, and the funds therein shall be used only for the purposes allowed by law. For provisions regarding the Water and Sewer Activity Enterprise, see Chapter 13 (https://library.municode.com/co/paonia/codes/municipal_code?nodeId=CH13MUUT), Article 4 of this Code.

(Ord. No. 2014-04, § 1, 1-13-2015)

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

There is hereby created a special fund, to be known as the Water Enterprise Fund, and the funds therein shall be used only for the purposes allowed by law. For provisions regarding the Water and Sewer Activity Enterprise, see Chapter 13 (https://library.municode.com/co/paonia/codes/municipal_code?nodeId=CH13MUUT), Article 4 of this Code.

(Ord. No. 2014-04, § 1, 1-13-2015)

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

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

(Ord. No. 2014-09, § 2(F), 1-13-2015)

ARTICLE 3. - SALES TAX

- Sec. 4-3-10. - Purpose.

The purpose of this Article is to impose an additional one percent (1%) sales tax on the sale of tangible personal property at retail, and the furnishing of services as provided in Section 29-2-105(1)(d), C.R.S., upon every retailer in the Town.

(Ord. No. 369, § 1, 1977; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02 (https://library.municode.com/co/paonia/ordinances/municipal_code?nodeId=911147), 4-24-18)

- Sec. 4-3-20. - Definitions.

For the purposes of this Article, the definitions of words herein contained shall be as defined in Section 39-26-102, C.R.S., and said definitions are incorporated herein by this reference.

(Ord. No. 369, § 2, 1977; Ord. No. 92-02, § 2, 1992; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02 (https://library.municode.com/co/paonia/ordinances/municipal_code?nodeId=911147), 4-24-18)

o Sec. 4-3-30. - Schedule of sales tax.

(a) There is hereby imposed on all sales of tangible personal property at retail and the furnishing of services as provided in Section 39-26-104, C.R.S., a sales tax of three percent (3%). The tangible personal property and services taxable pursuant to this Article shall be the same as the tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S., and subject to the same exemptions as those specified in Section 39-26-701, et seq., C.R.S., except the exemption allowed by Section 39-26-709, C.R.S., for purchases of machinery or machine tools, the exemption of sales and purchases of machine tools, the exemption of sales and purchases of those items in Section 39-26-715, C.R.S., and the types of exemptions for sales of food specified in Sections 29-2-105(6) and (7), C.R.S. The imposition of the tax on individual sales shall be in accordance with schedules set forth in the rules and regulations promulgated by the Department of Revenue or by separate ordinance of the Town. If any vendor, during any reporting period, shall collect as a tax an amount in excess of two percent (3%) of his or her total taxable sales, he or she shall remit to the Director of Revenue the full amount of the tax herein imposed and also such excess.

(b) The collection, administration and enforcement of this sales tax shall be performed by the Director of Revenue of the State in the same manner as the collection, administration and enforcement of the state sales tax. The provisions of Article 26, Title 39, C.R.S., Article 21, Title 39, C.R.S., and Article 2, Title 29, C.R.S., and all rules and regulations promulgated by the Director of Revenue shall govern the collection, administration and enforcement of the sales tax imposed by this Article.

(Ord. No. 369, § 5, 1977; Ord. No. 92-02, § 5, 1992; Ord. No. 92-03, § 2, 1992; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02 (https://library.municode.com/co/paonia/ordinances/municipal_code?nodid=911147), 4-24-18)

o Sec. 4-3-40. - Distribution of sales tax.

(a) Two percent (2%) of the three percent (3%) sales tax shall be added to the General Fund.

(b) One percent (1%) of the three percent (3%) sales tax shall be added to the Capital Improvement Fund, to be used for any capital improvements within the Town.

(Ord. No. 371, §§ 1, 2, 1977; Ord. No. 92-02, § 1, 1992; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02 (https://library.municode.com/co/paonia/ordinances/municipal_code?nodid=911147), 4-24-18)

o Sec. 4-3-50. - General provisions.

(a) For the purpose of collection, administration and enforcement of this Article by the Executive Director of Revenue, the provisions of Title 39, Article 26, C.R.S., shall be deemed applicable and incorporated into this Article.

(b) The amount subject to tax under this Article shall not include the state sales and use tax imposed by Title 39, Article 26, C.R.S.

(c) For the purpose of this Article, all retail sales shall be considered consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his or her agent to a destination outside the Town or to a common carrier for delivery to a destination outside the limits of the Town.

(d) The gross receipts from sales shall include delivery charges when such charges are subject to the state sales and use tax imposed by Article 26, Title 39, C.R.S., regardless of the places to which delivery is made.

(e) In the event a retailer has no permanent place of business in the Town or has more than one (1) place of business, the place at which the retail sales are consummated for the purpose of this sales tax shall be determined by the provisions of Title 39, Article 26, C.R.S., and by rules and regulations promulgated by the Department of Revenue.

(Ord. No. 369, § 4, 1977; Ord. No. 92-02, § 4, 1992; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02 (https://library.municode.com/co/paonia/ordinances/municipal_code?nodid=911147), 4-24-18)

o Sec. 4-3-60. - Exemptions.

(a) All sales of personal property on which a specific ownership tax has been paid or is payable shall be exempt from the Town sales tax when such sales meet both of the following conditions:

(1) The purchaser is a nonresident of, or has his or her principal place of business outside of the Town; and

(2) Such personal property is registered or required to be registered outside the limits of the Town under state laws.

(b) In the event the maximum limitation provided for by state statute, is to be exceeded in the Town by a proposed county sale or use tax, such limitation shall be exceeded by a stated rate in the Town.

(Ord. No. 369, § 4, 1977; Ord. No. 92-02, § 4, 1992; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02 (https://library.municode.com/co/paonia/ordinances/municipal_code?nodid=911147), 4-24-18)

- Sec. 4-3-70. - Non-applicability of sales tax.

This sales tax shall not apply to the sale of construction and building materials, as the term is used in Section 29-2-109, C.R.S., if such materials are picked up by the purchaser and if the purchaser of such materials presents to the retailer a building permit or other documentation acceptable to the Town evidencing that a local use tax has been paid or is required to be paid.

(Ord. No. 92-02, § 4, 1992; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02
(https://library.municode.com/co/paonia/ordinances/municipal_code?nodetid=911147), 4-24-18)

- Sec. 4-3-80. - Credit.

This sales tax shall not apply to the sale of tangible personal property at retail or the furnishing of services if the transaction was previously subjected to a sale or use tax lawfully imposed on the purchaser or user by another statutory or home rule municipality equal to or in excess of three percent (3%). A credit shall be granted against the Town's sales tax with respect to such transaction equal in amount to the lawfully imposed local sales or use tax previously paid by the purchaser or user to the previous statutory or home rule municipality. The amount of the credit shall not exceed three percent (3%).

(Ord. No. 92-02, § 4, 1992; Ord. No. 92-03, § 1, 1992; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02
(https://library.municode.com/co/paonia/ordinances/municipal_code?nodetid=911147), 4-24-18)

- Sec. 4-3-90. - Amendments.

The Board of Trustees may amend, alter or change this Article, except as to the rate of tax herein imposed, subsequent to adoption by a majority vote of the Board of Trustees. Such amendment, alteration or change need not be submitted to the electors of the Town for their approval.

(Ord. No. 369, § 6, 1977; Ord. No. 92-02, § 6, 1992; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2018-02
(https://library.municode.com/co/paonia/ordinances/municipal_code?nodetid=911147), 4-24-18)

ARTICLE 4. - UNCLAIMED PERSONAL PROPERTY

- Sec. 4-4-10. - Notice to owner.

Any personal property held by the Police Department in the course of its law enforcement duties and under circumstances supporting a reasonable belief that such property was abandoned, lost, stolen or otherwise illegally possessed, including property left in abandoned vehicles, unclaimed property obtained by a search and seizure and unclaimed property used as evidence in any criminal trial, shall be retained in custody by the Chief of Police, who shall make reasonable inquiry and effort to identify and notify the owner or person entitled to possession thereof and shall return the property after such owner or person provides reasonable and satisfactory proof of ownership or right to possession and reimburses the Police Department for all expenses of such recovery and custody.

(Ord. No. 83-119, 1983; Ord. No. 2014-04, § 1, 1-13-2015)

- Sec. 4-4-20. - Sale of unclaimed property.

If the identity or location of the owner or person entitled to possession of the property has not been ascertained within six (6) months after the Police Department obtains possession of the property described in Section 4-4-10 (https://library.municode.com/co/paonia/codes/municipal_code?nodetid=CH4REFL_ART4UNPEPR_S4-4-10NOOW) above, the Chief of Police shall effectuate the sale of such property for cash to the highest bidder at public auction, prior notice of which, including time, place and brief description of such property, shall be published at least once in a newspaper designated as a newspaper of general circulation in the Town.

(Ord. No. 83-119, 1983; Ord. No. 2014-04, § 1, 1-13-2015)

- Sec. 4-4-30. - Distribution of proceeds.

Proceeds from the sale of property at public auction shall be deposited in the General Fund of the Town.

(Ord. No. 83-119, 1983; Ord. No. 2014-04, § 1, 1-13-2015)

- Sec. 4-4-40. - Disposition of illegal property.

Pursuant to Section 4-4-10 (https://library.municode.com/co/paonia/codes/municipal_code?nodeId=CH4REFL_ART4UNPEPR_S4-4-10NOOW) above, any items of personal property, the possession of which is declared illegal under any federal or State statute or this Code, or which is property consisting of burglar tools of any description, explosives, armored or bulletproof clothing, dangerous weapons, gambling apparatus, beer, wine, spirituous liquors, fermented malt beverages, soiled, bloody or unsanitary clothing, solids or liquids of unknown or uncertain composition, drugs, hallucinogenic substances, hypodermic syringes, needles or any other property which reasonably might result in injury to the health or safety of the public, or which might be subject to unlawful use, and when said items are no longer needed as evidence, shall be destroyed in an appropriate and efficient manner. A record of the items so destroyed and a record of the time, place and manner of destruction shall be kept by the Chief of Police. An exception to this Section shall be the destruction of narcotic drugs, the disposal of which is provided for in Section 12-22-316, C.R.S.

(Ord. No. 83-119, 1983; Ord. No. 2014-04, § 1, 1-13-2015)

- Sec. 4-4-50. - Property held for prosecution purposes.

In the event that the Town Attorney, District Attorney or other person charged with the duty of prosecuting violations of the Town, state or federal laws requests that any of the lost, abandoned or recovered stolen property be held by the Chief of Police because it is required in a criminal prosecution, the Chief of Police shall retain custody and shall not sell the same until written notice is received that the property is no longer needed for prosecution purposes.

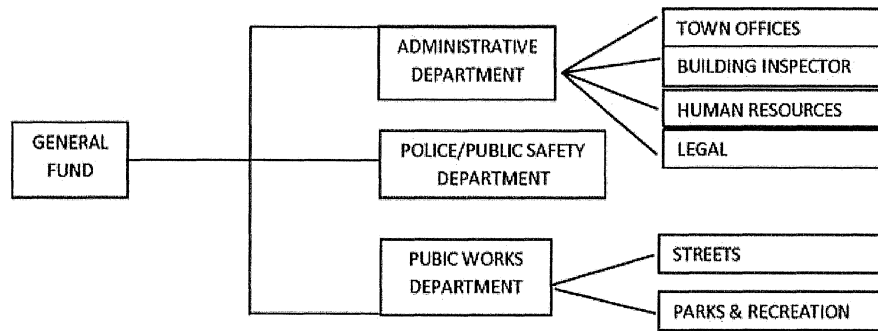
(Ord. No. 83-119, 1983; Ord. No. 2014-04, § 1, 1-13-2015)

Budget Guide

The Annual Budget is an operational and financial plan designed to account for the provision of a number of services to the community and provide accountability for the appropriation of taxpayer funds. The focus of the budget is on programs and services provided by the Town.

The Annual Budget is broken down by fund and within each fund by functional area (department) and/or program. Departments include broad categories such as Administrative. Programs describe a specific area of the Department such as Building Inspector.

Each FUND contains a summary of all fund expenditures, each DEPARTMENT contains a summary of the program expenditures and each PROGRAM contains a summary of the program expenses, a narrative on the purpose of the program, goal and objectives, and line item budget information.



FUND TYPES

Governmental Funds

General Fund: The General Fund is the Town's major operating fund. All revenues, by law or administrative control, that are not in otherwise designated funds are deposited in the General Fund. The General Fund is used to provide for Administration, Community Development, General Government, Public Safety, and Parks and Recreation services. The primary source of revenue for the General Fund is taxes.

Space to Create Fund: The Space to Create Fund is used to account for monies received by the Town from Grants specifically designated for the Space to Create Campaign. As of 2022, this fund has been closed.

Conservation Trust Fund: The Conservation Trust Fund is used to account for monies received by the Town from lottery proceeds. These funds are restricted to use in the acquisition, development and maintenance of new park and conservation sites or for capital improvements and maintenance of any existing public site for recreational purposes.

Capital Improvement Fund: The Capital Improvement Fund is funded by 1% of the 2% town sales tax and used to account for capital projects or capital purchases.

Sidewalk Fund: The Sidewalk Fund is funded by a \$3.00 fee assessed monthly to in-town residents only, via utility billing, and will be used to repair and replace existing sidewalks.

Enterprise Funds

Enterprise funds are defined as being government-owned businesses authorized to issue their own revenue bonds and receiving under ten percent of its annual revenue in grants from all Colorado state and local governments. These are self-sustaining funds. Revenues are generated from fees and expenses disbursed from the same fund. Funds are not intermingled with other enterprise funds.

Water Fund: The Town operates two water treatment facilities. The upper system, known as the 2-Million Gallon (2MG) water treatment plant, services mostly the out-of-town water companies and the northeast end of town. The lower system, known as the 1-Million Gallon (1MG) water treatment plant, services mostly Town proper. The primary sources of revenue are charges for service for operational expenses. This fund is used to account for the revenues and expenses associated with the water treatment and delivery system. Repayment of loans for the upper and lower (2MG/1MG) water treatment facilities are included in this fund.

Sewer Fund: The Town operates a wastewater treatment and collection system. This fund is used to account for the revenues and expenses associated with the wastewater system. The sewer system is funded by revenues received from charges for service. Repayment of loans for the Wastewater Treatment facility is included in this fund.

Trash Fund: The Trash fund is technically part of the Sewer Enterprise fund, however to keep appropriations and expenses from intermingling, the Town budgets these funds separately. The Trash Fund is used to account for revenues and expenses associated with the collection of trash. Charges for the service are the only revenue source.

BASIS OF BUDGET AND ACCOUNTING

Formal budget accounting is used as a management control tool by the Town. An annual operating budget is adopted each year through passage of an annual budget resolution. The basis of accounting used to prepare the governmental and proprietary fund type budget is the same method as used for financial statement purposes (GAAP) except that non-cash transactions such as depreciation and amortization, are excluded from the budget when fund reserves are adequate to cover such expenditures. Expenditure appropriations are adopted by the Board of Trustees and may not be exceeded on a total fund basis, unless a supplementary appropriation resolution is approved by the Board of Trustees. The Board of Trustees must also approve transfers of appropriated funds from one department to another department by resolution. The Finance Committee is authorized to transfer budgeted amounts from one program to another within a department.

The modified accrual basis of accounting is used by all governmental fund types. Principal and interest on general long-term debt are recorded as fund liabilities when due. Revenues susceptible to accrual are property taxes, sales taxes, franchise fees, licenses, interest revenue and charges for services. Fines and permit revenues are not susceptible to accrual because generally they are not measurable until received in cash. The accrual basis of accounting is utilized by enterprise fund types. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Principal and interest on enterprise long-term debt are recorded as fund liabilities when due.

FINANCIAL POLICIES

The Town is accountable to its citizens for the use of public funds. Resources need to be used wisely to ensure adequate funding for current and long term needs of the community. Financial policies are developed in order to provide the resources necessary to accomplish the Town's goals while maintaining fiscal stability. These policies should be reviewed and updated annually to ensure their applicability toward achievement of the Town's goals.

Balanced Operating Budget

The Town is required to adopt a balanced budget where operating revenues are equal to, or exceed, operating expenditures. Any increase in expenses, decrease in revenues, or combination of the two that would result in a budget imbalance will require budget revision, rather than spending un-appropriated surpluses or designated reserves to support ongoing operations. Any year end operating surpluses will revert to un-appropriated balances for use in maintaining reserve levels set by policy and the balance will be available for capital projects and/or "one-time only" expenditures.

Reserve Policies

Operating Reserves - An operating reserve will be maintained in the General Fund and Enterprise Funds in an amount equal to 25% to 50% of the current year's expenditures, excluding transfers. This reserve may be used to provide a temporary source of funds to offset unanticipated reductions in revenues or short term increase in expenditures. Revenue shortfalls or ongoing increases in operational expenses need to be addressed quickly in order to avoid negative impacts on the Town's fiscal stability. Operating reserves also provide a source of funds to provide for adequate cash flow needs of the Town. Operating reserves should be replaced as soon as possible after use.

Other Reserves - Reserves in other funds will be established in amounts required by law, bond and loan documents, or as deemed appropriate by the Board of Trustees.

Emergency Reserves - An emergency reserve in the amount of 3% of the Fiscal Year Spending Limit, excluding debt service, as required by TABOR (Article X, Section 20 of the Colorado Constitution) will be maintained. Emergency reserves are limited in use and cannot be used to offset a downturn in economic conditions, revenue shortfalls, and increases in salaries and benefits.

Capital Policies

A one-year Capital Improvement Plan is prepared and updated on an annual basis. Revenue sources for each project will be identified in the Plan as well as ongoing operating requirements for each capital investment. The town will be moving toward creating and maintaining a five-year Capital Improvement Plan in the coming year.

Debt Policies

Although a portion of the Town's capital investments are funded from grants, general tax revenues, and user fees, the Town may borrow funds to finance capital improvements. The issuance of bonds or other securities generates financial resources to fund capital projects and also obligates future revenue for repayment of the bonds. Debt service is the annual payment of principal and interest on these borrowed funds.

Pursuant to the Colorado Revised Statute, the Town of Paonia may borrow money and issue securities for short-term notes, general obligation bonds, revenue bonds, industrial development revenue bonds, bonds for special or local improvement districts and any other like securities. There is no limitation on the amount of bonds or other securities the Town may issue except as may be stated in the documents related to issuance of debt and subject to voter approval in the case of general obligation debt.

The issuance of debt may limit the Town's flexibility to respond to changing service priorities and revenue flows and therefore should be managed prudently in order to maintain a sound fiscal position and protect credit quality.

The amount of debt that the Town has at any given time will be a function of its ability to service that debt through the operating budget or a dedicated revenue source without diminishing the resources necessary for other non-capital priorities and the desire to maintain a high-quality credit rating while sustaining overall financial health. Yet, at the same time, the Town recognizes that in order to meet its mission and strategic objectives, investment in the form of capital is often necessary and such investment may necessitate the incurrence of debt.

Revenue Policies

Property Taxes - Statutory and Constitutional Limitations - Due to imposition of limitations on the mill levy and tax revenues through statutory and constitutional requirements, the mill levy has been reduced by a temporary tax credit over the last 10 years. In 2013 the town approved a ballot issue removing the Town from the statutory property tax revenue limitations of CRS 29-1-301, et seq. (the “5.5%” limit), allowing the town to earn the entire mill levy of 8.322%. Approval by the voters is required for an increase in the mill levy. Property tax revenues increase as a result of growth in the Town from new construction and annexations.

One-time Revenues - On-going revenues should equal or exceed on-going expenditures. To the extent feasible, one time revenues will be applied toward one time expenditures and not used to finance ongoing programs.

Charges for Services - Charges for services shall be reviewed on an annual basis and may be adjusted periodically in order to offset the cost of providing those services.

Diversification of Revenues - The Town shall continue to diversify its revenue sources in order to encourage financial stability and avoid becoming overly reliant on a specific segment of the Town's revenue base.

Expenditure Policies

Personnel Costs - Salaries - Town of Paonia employee compensation will be comparable to other governmental entities with similar characteristics to Paonia including population, services provided, and economic conditions. In addition, positions with similar duties and responsibilities in the private sector in the relevant recruiting area will be taken into account. Salary and pay range adjustments are based on a ratio of increases in the market and individual employee performance.

Performance Measurements - The Board of Trustees and staff will identify areas where the measurement of performance will provide them and the public with useful information about the effectiveness and efficiency of the Town's use of resources. The purpose of performance measures is to provide data to improve quality of services and/or provide services in a more cost effective manner.

Contingency Policies

Unanticipated Expenses, Revenue Shortfalls - Maintain a contingency fund equal to 50% of current year's General Fund expenditures, excluding transfers, for contingency to be used to offset unanticipated expenses or shortfalls in revenue.

Use of Contingency Funds - Use of contingency funds for unanticipated expenses are to be approved by the Board of Trustees.

Goals and Objectives

The establishment of goals and objectives is the most critical component of preparing and adopting a budget. These goals and objectives help guide the development of the budget and allocation of resources. Goals and objectives take into account input from the public, elected officials and staff. A summary of the goals and critical issues identified as part of this process are included in the budget transmittal letter.

Resolution 2022-TBD Resolution to Set Mill Levies

Resolution 2022-TBD Resoluton to Adopt Budget Page 1

Resolution 2022-TBD Resoluton to Adopt Budget Page 2

Resolution 2022-TBD Resoluton to Adopt Budget Page 3

TOWN OF PAONIA, COLORADO

RESOLUTION 2022-16
Resolution to Set Mill Levies

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2022 TO HELP DEFRAID THE COST OF GOVERNMENT FOR THE TOWN OF PAONIA, COLORADO FOR THE 2023 BUDGET YEAR.

WHEREAS the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$146,513; and

WHEREAS the 2023 valuation for assessment for the Town of Paonia, Colorado as certified by the County Assessor(s) is \$17,605,465; and

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Paonia, Colorado;

That for the purpose of meeting all general operating expenses of the Town of Paonia, Colorado during the 2023 budget year, there is hereby levied a tax of 8.322 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2022; and

That the Finance Director/Treasurer is hereby authorized and directed to immediately certify to the Board of County Commissioners of Delta County, Colorado, the mill levies for the Town of Paonia, Colorado as herein above determined and set.

Adopted this 13th day of December 2022.

Attest:

Amanda Mojarro, Interim Town Clerk

Mary Bachran, Mayor

TOWN OF PAONIA, COLORADO

RESOLUTION 2022-17
Resolution to Adopt Budget

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF PAONIA, COLORADO, FOR THE CALENDAR YEAR BEGINNING THE FIRST DAY OF JANUARY 2023 AND ENDING THE LAST DAY OF DECEMBER 2023.

WHEREAS the Board of Trustees for the Town of Paonia, Colorado, appointed Cindy Jones, Finance Director/Treasurer to prepare and submit a proposed budget to said governing body at the time; and

WHEREAS, Cindy Jones, Finance Director/Treasurer, has submitted a proposed budget to this governing body on October 13, 2022, for its consideration; and

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the Public at a designated place, a public hearing was held on November 8, 2022, interested taxpayers were given the opportunity to file or register objection to said proposed budget; and

WHEREAS, the Board of Trustees have made provision therein for the balance on hand and probable revenues equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the Town, and;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Paonia, Colorado;

Section 1. That estimated expenditures for each fund are as follows:

• General Fund	\$3,893,006
• Pass Through Grant Fund	\$ 460,000
• Conservation Trust	\$ 30,846
• Capital Improvement Fund	\$ 960,719
• Enterprise Fund	<u>\$3,928,025</u>
For a total of	\$9,272,596

Section 2. That estimated revenues and prior year surplus for each fund are as follows:

• General Fund	\$3,178,442
• Transfer from Capital	\$ 346,000
• Prior Year Surplus	<u>\$1,409,449</u>
• Total	\$4,933,891
• Pass Through Grant Fund	\$ 460,000
• Prior Year Surplus	<u>\$ 0</u>
• Total	\$ 460,000
• Conservation Trust	\$ 9,265
• Prior Year Surplus	<u>\$ 21,581</u>
• Total	\$ 30,846
• Capital Improvement Fund	\$ 332,350
• Transfer to General	\$ (346,000)
• Prior Year Surplus	<u>\$ 628,369</u>
• Total	\$ 614,719
• Enterprise Fund	\$3,661,142
• Prior Year Surplus	<u>\$2,059,739</u>
• Total	\$5,720,881

For a total of \$11,760,337

Section 3. That the budget as submitted and herein above summarized by fund, the same is hereby approved and adopted as the Budget of the Town of Paonia, Colorado, for the year 2023.

Section 4. For the purpose of meeting all expenditures of the General Fund during the 2023 budget year, there is hereby levied a tax of 8.322 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2022; and

Section 5. The Finance Officer/Treasurer of the Town of Paonia is hereby authorized and directed to immediately certify to the Board of County Commissioners of Delta County, Colorado, the gross mill levy, and the net mill levy for the Town of Paonia hereinabove determined and set.

Section 6. For the purpose of paying the necessary expenses and liabilities of the Town of Paonia for the fiscal year beginning January 1, 2023, and for the purpose of appropriating monies to pay the sums set forth in the Budget of the Town, there is hereby appropriated from the surplus and the probable revenue of each fund to each fund for the ensuing year, the sum hereafter set for the following purposes:

GENERAL FUND: For the purpose of paying for General Government, Public Safety, Streets and Highways, Health and Welfare, Culture and Recreation, Inter-fund Transfers, maintaining and improving the sidewalks,

maintaining and improving the streets, and other legal purposes, the sum of \$3,893,006;

PASS-THROUGH-GRANT FUND: For the purpose of Pass-through grants which are those grants that are received by a recipient government to transfer to or spend on behalf of a secondary recipient, the sum of \$460,000;

CONSERVATION TRUST FUND: For the purpose of improving open space and other acceptable uses as determined by the State of Colorado, the sum of \$30,846;

SALES TAX CAPITAL IMPROVEMENT FUND: For the purpose of acquiring, constructing, improving, extending, and maintaining capital facilities of the Town funded by a 1% sales tax, the sum of \$960,719;

ENTERPRISE FUND: For the purpose of maintaining, operating, improving and extending the water and sewer systems, and collection of garbage of the Town the sum of \$3,928,025;

Section 7. That the Budget as hereby approved and adopted, shall be signed by the Board of Trustees and made part of the public records of the Town.

Adopted this 13th day of December 2022

Attest:

Amanda Mojarro, Interim Town Clerk

Mary Bachran, Mayor

BUDGET OVERVIEW

Executive Overview

This Budget provides the framework for providing services and programs to the citizens of Paonia for the year 2023, based on the delivery of core services and priorities identified by the Board of Trustees.

2022 BUDGET SUMMARY KEY

- 10 = ADMINISTRATION
- 12 = BUILDING
- 14 = PUBLIC SAFETY
- 16 = PARKS
- 20 = STREETS
- 22 = STREET CAPITAL
- 24 = BRIDGE
- 26 = SIDEWALKS
- G = GENERAL FUND
- 30 = PASS THROUGH GRANTS
- 32 = SPACE TO CREATE
- 40 = CONSERVATION TRUST
- S = SPECIALTY FUNDS
- 50 = CAPITAL IMPROVEMENT
- C = CAPITAL IMPROVEMENT
- 60 = WATER
- 70 = SEWER
- 80 = TRASH
- E = ENTERPRISE FUNDS
- GT = GRAND TOTAL

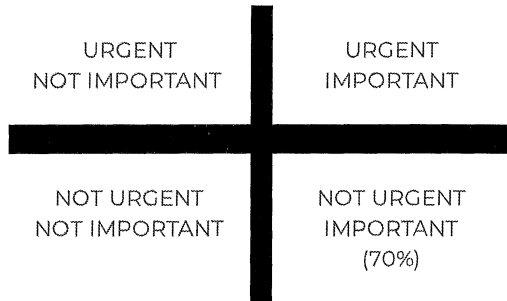
ACCOUNT DESCRIPTION	2020 AUDITED ACTUAL	2021 AUDITED ACTUAL	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023 DRAFT BUDGET	2023 FINAL BUDGET	DRAFT VS FINAL	% OF CHANGE 2022 TO 2023 F.BUDGET	NOTES & ASSUMPTIONS
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TOTAL BUDGET SUMMARY										
BEGINNING RESERVE	1,704,574.05	1,963,759.87	563,528.00	3,700,579.87	980,742.00		3,021,497.43			
INCOME	3,325,826.98	3,732,987.05	7,242,054.00	3,953,731.51	3,727,179.49		11,281,918.67			
EXPENSE	3,066,641.16	2,840,386.25	7,194,054.00	3,554,158.36	2,639,078.92		11,202,086.46			
NET CHANGE	259,185.82	1,008,232.90	48,000.00	399,573.15	1,088,100.57		79,832.21			
ENDING RESERVE	1,963,759.87	2,971,992.77	611,528.00	4,100,153.02	2,068,842.57		2,805,321.64			

Strategic Plan

The graphic below is taken from the DRAFT Master Plan Update for the Town of Paonia. The Master Plan update started in 2020.

In addition, the Mayor, Board of Trustees and staff work together periodically to develop and update a strategic plan that includes a vision, goals and priorities. The Board of Trustees attended a retreat in October 2020 and developed an updated Goal Setting strategies.



COMMUNITY VISION

In the past ten years, there certainly have been notable changes to the Town.

- Domestic and global changes in anchor industries such as coal mining and agriculture have restructured employment opportunities and energy resources.
- Technology upgrades such as broadband internet have opened the door to remote jobs and learning.
- The influx of creative industries and the naming of Paonia as a Certified Colorado Creative District brought not only creative practitioners, also tourists and visitors for events and festivals.
- The recognition of the North Fork Valley for organic produce and the West Elks AVA for fine Colorado wines has opened new markets and new culinary interests in the area.
- Aging infrastructure has taken its toll on Paonia’s water system and roads.
- The shifting to an aging demographic due to long-time residents who love their hometown and new retirees looking for a satisfying community to live out their years.

Yet some things do not change. The reasons we come and the reasons we stay in Paonia are deeply rooted in the vision and values we hold in common.

VISION

Paonia is the center of creative opportunity in the North Fork Valley of Western Colorado where individuals, families and businesses thrive.

MISSION

Together, we shall preserve and enhance the unique qualities of this small rural community through thoughtful and deliberate actions, balancing between growth and environmental protection. We will provide adequate services to accommodate a diverse population, protecting and encouraging clean and environmentally sensitive industries and businesses in an effort to diversify the local economy and, encourage economic sustainability in an affordable environment. 2

2 Peterson, Barbara. Envisioning Paonia’s Comprehensive Plan: Utilizing diversity to move towards a self-sustaining community, 2012

VALUES

The Town of Paonia, in partnership and communication with residents, businesses, and schools, is dedicated to the betterment of our community and recognizes these overarching values:

1. Sense of community. Providing excellent services, a safe, healthy, welcoming atmosphere contribute to a sense of community and preserve a place where people choose to live.

We value a small town feel and sense of community within and among the diverse groups of people who live in the North Fork Valley. A strong work ethic helped build our town and the historic western buildings built by settler families. The historical service organizations, churches and clubs are important in the tradition of community service (like Rotary, "Friends of" organizations and the American Legion). Our long-running festivals, Cherry Days, and Mountain Harvest Festival celebrate local traditions that help create our small town feel and sense of community. We also respect and recognize the valley was home to the Ute people with their own enduring cultural traditions before the establishment of North Fork Valley settlements. We value the families who have been here five and six generations, as well as newcomers. We recognize the importance of preserving the traditions and heritage of the valley while new cultural traditions are being integrated into the local fabric of the community.

Goals and policies for this community value seek to retain and enhance key aspects of Paonia's small town character and identity as the community grows in the future through a continued commitment to:

- Quality town services
- Livable friendly neighborhoods
- Creativity and innovation
- Agriculture and ranching
- Community events and activities
- A vibrant downtown
- Parks and recreation
- Historic preservation

Providing excellent services and a safe, healthy, welcoming atmosphere contribute to a sense of community and preserve a place where people choose to live.

2. Vibrant and steady economy. Promoting economic vitality while preserving our small town's character. Strategically positioning Paonia for the future. Promoting a steady local economy by supporting agriculture, energy, creative industries, health & wellness, recreation & tourism and our local businesses.

We value the traditions and heritage of the local economy, including the historical economic sectors of agriculture, ranching/herding, mining, local banks, small and downtown businesses, the railroad, hunting, and our systems of bartering and trade. Many people recognize the importance of new and emerging economic sectors, including tourism and recreation, arts and value-added agricultural products, wine making, organic agriculture, health and wellness, new energy resources, service jobs and businesses that utilize the Internet to do business outside the valley. We recognize that the health of our local economy is strongly tied to regional, national and international markets.

Larger shifts in the national economy towards telecommuting mean that workers no longer need to physically commute to an office. With faster internet speed, residents will increasingly be able to pursue job opportunities and careers in industries not currently located in Paonia. Alternatively, home-based entrepreneurs will be able to access customers or clients located around the globe. Goals and policies for this community value seek to promote a more balanced and sustainable economy through support for:

- A diversified economy
- Farming and mining heritage
- Local businesses/manufacturing/services
- Outdoor recreation industry
- Creative industries and innovation
- Tourism
- Home-based entrepreneurs
- A mobile workforce

3. Individualism, diversity and inclusivity. Honoring the diversity of our population and their independent spirit and freedom of expression.

Paonia has been described for its "quirkiness." Coal miners, bohemians, scientists, artists, retirees, entrepreneurs, teachers and healers make up a large part of the population. It is a small town with many churches and nonprofits. Paonia loves a rockin' festival, a family picnic and a quiet float on the river - sometimes all on the same day. Paonia is perceived as a friendly, welcoming community. Neighbors take care of neighbors and nonprofits and churches take care of cultural and social amenities. People will work together on a project that they believe in. Cherry Days and Mountain Harvest Festival are two examples of how the community comes together to put on community events. Paonia also has an "edge" to it. With freedom of expression of individuals and with the diversity of thoughts and ideas, citizens are not hesitant to express themselves. On one hand, this leads to participation and generating inclusive points of view. The community engagement over the years such as Community Heart & Soul and Chamber of Commerce "visioning" exercises, Creative District Wayfinding and affordable housing surveys all gathered a broad range of input from the community.

Trends like increasing housing costs and a lack of affordable childcare make it difficult for many people to reside in Paonia. Looking to the future, residents would like to see Paonia remain a diverse and inclusive community.

Goals and policies for this community value address our commitment to those things that contribute to our community and help make Paonia, Paonia. Goals and Policies for these values may include:

- Diverse housing options
- Updated planning and zoning
- Inclusive governance and community engagement
- Accessible outreach and communications
- Civil discourse
- Accessible community services
- Support for community nonprofits
- Aging in place and in community
- Public safety

4. A healthy natural environment. Respecting and preserving our beautiful landscape, our water resources and a healthy natural environment is valued by most who live and visit Paonia. From the North Fork of the Gunnison River to the Grand Mesa National Forest and the West Elk Wilderness, Paonia's beautiful natural surroundings, and the recreational opportunities they provide, are one of the main reasons residents choose to live in this community. Protecting the scenic values, the agricultural practices and the riparian character of natural areas in and around Paonia through responsible environmental practices is something the community values strongly. Paonia must grow in a way that is protects the natural environment and these valuable resources. Paonia residents must also be aware of the changes to our local environment that could arise as a result of climate change. Goals and policies for this community value should address:

- Source-water protection for domestic and irrigation uses
- Air quality protection
- Dark skies protection
- Preservation of natural habitats and ecosystems
- Conservation of open space, farm and ranch lands
- Sustainable development practices
- Access to and protection of the river corridor
- Community tree and forest management
- Climate adaptation

5. Honoring our history and heritage. Paonia is seen by residents and visitors as an "authentic" community. Whether it is a fifth generation ranching family, a third generation coal miner or a millennial newcomer, the Western story of the founding and the settlement of Paonia is important to the character of the Town. This feeling is derived from a blend of Paonia's historic past as a Western coal town, its ranching and agricultural community, its proximity to the mountains and outdoor recreation, and its welcoming of creative and innovative entrepreneurs.

Goals and policies for this community value seek to retain and enhance key aspects of Paonia's small town character and identity as the community grows in the future through a continued commitment to:

- The legacy of mining, agriculture and ranching
- Traditional community events and activities
- Outdoor recreation including hunting and fishing
- Historic preservation

GOALS & OBJECTIVES

In October 2020, the trustees and staff met to identify four goal areas with subsequent objectives to achieving each goal. The purpose of the meeting was to position the town council to work effectively toward the betterment of the Town. This includes financial solvency, public health and safety concerns, and the general quality of civic life for the people who live here.

Goal Setting Topics:

Administration

- Master Plan - In process - Budgeted to move forward pending securing funding. The town has matching funds available.
- Building - In process - The town is changing the direction of the building department. The town will share a building inspector with the City of Delta.
- Trails - Grants
- Human Resource
- Payroll
- Delegation to Planning Commission
- Monthly meetings/work sessions

Development

- Diversify and expand revenue streams
- Food Trucks
- Air B&B
- Marijuana
- Grant Revenue
- Reserves
- Annexation
- Accessory Dwelling Units
- Small Business Promotion
- One Delta County
- Back the Badge

Operations

- Infrastructure
- Master Plan
- Grants
- Historical Designation
- Town Designation
- Neighborhood Beautification
- Maintenance needs (Schedule for Maintenance)

Service/Amenities

- Improve Core Services
- Events
- Police
- Communication
- Public Relations
- Water
- Sewer
- Trash
- Roads
- Parks
- Planning

2022 STRATEGIC PLAN

A Strategic Planning session including the Board of Trustees and Paonia citizens was held in 2022. Details will follow:

RETREAT I-GOAL SETTING

GOAL 1: Administration (Legal, HR, Partnerships, Governance): Review & update the Town's Master Plan.

Goal 2: Development (Revenues in or out): Diversify and expand revenue streams to support improved services and amenities.

Goal 3: Operations (Infrastructure / Logistics): Evaluate and address infrastructure and maintenance needs for reliably providing safe clean water, safe roads, trash and sewer for town residents.

Goal 4: Services (Products or services provided): Invest in improving the quality of the town's core services and amenities and ensuring adequate human resources to accomplish this.

All the goals and Objectives shall be aligned with the stated Vision, Mission and Values. This is a test of prioritizing Actions and Policies and ensuring that they are on track with what matters most to the community.

GOAL SETTING WORK SESSION - FRIDAY OCTOBER 2, 2020

Updated Goal Document - April 7, 2021

Board Participants: Mary Bachran, Bill Bear, Karen Budinger, Tamie Meck, Michelle Pattinson, Mick Johnson, Dave Knutson

Staff Participants: Neil Ferguson, Travis Loberg, Cindy Jones, Amanda Mojarro, Corinne Ferguson.

Facilitator: Sally Kane

Scribe: Elaine Brett

PURPOSE: To position the town council to work effectively towards the betterment of the town. This includes financial solvency, public health and safety concerns, and the general quality of civic life for the people who live here.

GOAL 1

Operations: Evaluate and address infrastructure and maintenance needs for reliably providing safe clean water, safe roads, trash and sewer for town residents

Objective 1 - Immediate needs (early quick wins)

- Inform the community and celebrate work that has been already done.
- Work to change the culture and demonstrate that things really get accomplished in Town.
- Share the regular routine schedule for maintenance staff.
- Complete water analysis study.
- Implement a neighborhood cleanup and neighborhood pride projects
- Communicate the sidewalk and street improvement plan.
- Investigate a regular High-Country Shopper section for Town accomplishments

Objective 2 - Create a strategic 5- and 10-year plan

- Create Downtown Corridor Plan
- Define infrastructure needs/timelines
 1. Water plan
 2. Safe routes to schools' plan
 3. House restoration project with incentives
 4. Drought management plan

GOAL 2

Administration: Review & update the Town's Master Plan.

Objective 1 - Create action steps to finish master plan

- Using data already collected and Parks and Trails Plan Project, produce a draft by year end for the Planning Commission to review and complete.
- Include existing Vision, Mission statements.
- Monitor progress and if needed bring in outside expertise to complete the plan.

Objective 2 - Implement the finished master plan

- Create implementation plan that is mindful of staff and other resources.
- Create communication plan which will promote competency and instill confidence in the Town.

GOAL 3

Development: Diversify and expand revenue streams to support improved services and amenities.

Objective 1 - Identify and prioritize revenue needs

- Align with Goal 3 and 4

Objective 2 - Explore and identify sources of revenue

- Create retail marijuana sales rules and ordinances and implement (If Issues 2C and 2D pass in November).
- Prioritize Back the Badge revenues (if Issue passes in November).
- Use a targeted approach to grant seeking to most effectively use staff and board time and revenue generation.
- Expand town boundaries (annexations) to add population and property tax
 1. Be mindful and respectful of the opinions of those who do not want to annex.

- 2. Assess the increased workload on Town staff in the process.
- 3. Ensure the revenue will cover additional costs.
- Accessory Dwelling Units (ADUs)
 - 1. Explore required zoning changes
 - 2. Consider modified rates for water taps and factor in increased water usage.
 - 3. Investigate other possible fees.
- Develop an economic development and small business promotion stimulation plan with One Delta County.
- Investigate permitting food trucks.
- Investigate registration and fees for short term lodging.
- Pursue bigger revenue sources, e.g., grants, versus many smaller sources.

Objective 3 - Build reserves for future infrastructure improvements and maintenance.

- Examine current fee structures and increase to build reserves.

GOAL 4

Services/Amenities: Invest in improving the quality of town core services and amenities and insure adequate human resources to accomplish this.

Objective 1 - Define the Town as the area to which we provide services, not just Town limits

Objective 2 - Define Town services:

- Police
- Trash
- Water
- Sewer
- Roads
- Parks
- Interface with public. Communication
- Event support

Objective 3 – Prioritize issues

- Use Covey 4-Box to prioritize Urgent/Important and Non-urgent/Important tasks
- Resist temptation to be distracted by Non-urgent/Non-important issues
- Be respectful of staff time and allocate by importance and urgency of issue

OTHER IMPORTANT POINTS:

- Staff has been around a long time. As such, Trustees need to value and respect their input: what will work, why something will not.
- Trustees also need to understand that staff have a lot of balls in the air at any given time and respect their time and opinions.
- Look at ways to inspire community pride: Historic designations for old buildings/homes, awards for best landscaping, neighborhood beautification.
- The Board needs to stay at the 30,000-foot level and let the staff be in the weeds.
- Continue to build trust between staff and Board and citizens. When trust goes up, drama goes down.
- Start planning now if we want things to happen.
- Build confidence in the Town. Get most people to believe it.
- Strive for continuous improvement in competence.

PARKING LOT (To be addressed at a later time.)

What is the Paonia culture and its importance to the community?

Small town sense of community

What makes this a place you want to be?

There is a renaissance of small towns and ex-pats returning home.

Friendly, connected, clean, safe

Is there a Welcome packet? Whose responsibility is this?

2022 PRIORITIES AND ISSUES

The Board of Trustee met with town citizens in 2022. New priorities and issues were discussed. Details will follow.

PAY-FOR-PERFORMANCE COMPENSATION PLAN

The Town's compensation plan for full-time/part-time benefited employees is designed as a financially sustainable plan that will help recruit and retain top talent. Additionally, the compensation plan is market-based, fully aligned with the Town's performance management plan (PMP), and is reflective of an overall pay-for-performance system of total rewards. It is important for the town to recognize employees who help achieve the town's strategic results. The Town's compensation philosophy is as follows:

The Town of Paonia recognizes that, as a service organization, employees are critical to the success of its mission and goals. In a highly competitive and ever-changing environment, we strive to attract and retain individuals who respond quickly, think creatively, and achieve meaningful results.

The town strives to attract and retain a highly skilled workforce that is efficient, productive, and innovative. Rewards are based on behaviors, contributions, and performance that demonstrate a commitment to public service and to the town's core values. Employees are rewarded for taking personal responsibility to develop their skills, provide excellent customer service and develop positive relationships within the community. Employees are expected to continually strive to learn as well as apply problem-solving and customer service skills to further the town's mission.

The total compensation package consists of base pay, comprehensive benefits, recognition and wellness programs as well as development opportunities based on financial conditions and strategic objectives, as compared to other governmental and private employers in the community.

Market Survey Update — the Town has conducted a market analysis update for the last three years to see how the Town's pay practices compare to other municipalities of comparable size FTE and budget size markets. The initial changes were made in 2019 and became effective in 2020 to ensure the town is competitive. Changes to 2021 and 2022 compensation include increases to certain sworn positions based on recent market analysis and updates to the part-time employee pay plan to reflect the State-mandated increase in minimum wage.

Following the performance evaluation due dates scheduled in 2022, employees may receive an increase based on how they met the core values and competencies of the PMP system. Performance increases are not guaranteed. The merit budget is determined and approved by the Board of Trustees on an annual basis according to what other comparable organizations are providing and what the Town can afford for that fiscal year. Unforeseen factors that could impact the local, state or national economy cannot always be predicted.

STAFFING LEVELS

FULL TIME	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Town Administrator	0	0	1	1	1	1	1	1	1	1	1	1
Town Clerk	1	1	1	0	1	1	1	1	X	X	X	1
Deputy Clerk	1	1	1	1	0	0	0	1	1	1	1	1
Assistant Clerk (PD/UT)	0	0	0	0	0	0	0	0	1	1	1	1
Front Desk Assistant	0	0	0	0	0	0	0	0	0	0	0	1
Assistant to Admin	0	0	0	0	0	0	0	0	1	0	0	0
Finance Officer	1	1	1	1	1	1	1	1	1	1	1	1
Finance Clerk	0	0	0	0	0	0	0	0	0	1	1	0
PART TIME												
Assistant	0	0	0	0	1	1	1	0	0	0	0	0
Building Official	1	1	1	1	1	1	1	0	0	0	0	0
Treasurer	0	0	0	0	1	1	1	1	1	1	1	X
Elected Officials	7	7	7	7	7	7	7	7	7	7	7	7
APPOINTED												
Town Attorney	1	1	1	1	1	1	1	1	1	1	1	1
TOTAL	12	12	13	12	14	14	14	13	14	14	14	14

The following table shows the total staffing for all operations of the Police/Public Safety Department.

FULL TIME	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Police Chief	1	1	1	1	0	1	1	1	1	1	1	1
Sergeant	1	1	1	1	1	0	0	1	1	1	1	1
Corpral	0	0	0	0	0	0	0	0	0	0	1	1
Investigator	0	1	1	1	0	1	1	0	0	0	0	1
Police Officers	3	2	1	0	1	1	1	2	3	4	3	2
PART TIME												
Municipal Judge	1	1	1	1	1	1	1	1	1	1	1	1
Police Officer	0	0	0	0	0	1	1	1	0	0	0	0
Code Enforcement	1	1	1	1	0	0	0	0	0	0	0	0
TOTAL	7	7	6	5	3	5	5	6	6	7	7	7

The Public Works Department includes staffing for General Fund operations as well as Enterprise Fund operations.

FULL TIME	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public Works Director	1	1	1	1	1	1	1	1	1	1	1	1
Public Works Supervisor	0	0	0	0	0	0	0	0	1	1	0	1
Utility Assistant	0	0	0	0	0	0	0	0	1	1	0	0
Laborer with CDL	1	1	1	1	1	1	1	2	2	2	2	2
Laborer	5	5	5	4	3	3	3	3	2	2	3	2
PART TIME												
Laborer	1	1	1	1	0	1	1	1	0	0	0	2
Seasonal Laborer	1	1	0	0	0	0	0	0	0	0	1	0
TOTA	9	9	8	7	5	6	6	7	7	7	7	11

The Public Utilities Department will be part of the Public Works Department in 2023.

FULL TIME	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Public Utilities Director	0	0	0	0	0	0	0	0	0	0	1	0
Utility Assistant	0	0	0	0	0	0	0	0	1	1	2	3
TOTAL	0	0	0	0	0	0	0	0	1	1	3	3

PR RPT DETAIL	2023		ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE
	RATE	ANNUAL	10-41-03	12-43-03	1-42-02	1-45-02	1-46-02	2-50-03	3-51-03	3-52-03
2023 PAYROLL BUDGET SUMMARY & ALLOCATIONS										
PR RPT DETAIL		ANNUAL	ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE
WAGES	-	1,179,348.00	108,098.40	3,486.08	379,674.56	108,359.68	53,130.48	234,728.00	145,350.40	146,520.40
INCREASES	-	190,432.00	5,735.60	268.32	63,833.84	18,015.92	11,775.92	42,957.20	19,890.00	27,955.20
WAGE COSTS	-	1,369,780.00	113,834.00	3,754.40	443,508.40	126,375.60	64,906.40	277,685.20	165,240.40	174,475.60
OT	-	20,126.75	103.25	4.00	6,561.95	1,106.60	802.25	5,755.52	4,225.10	1,568.08
DT	-	6,922.50	-	-	3,915.00	285.32	258.02	1,340.87	917.06	206.25
OVERTIME	-	27,049.25	103.25	4.00	10,476.95	1,391.91	1,060.27	7,096.39	5,142.16	1,774.33
ER-FPPA	-	33,479.55	-	-	33,479.55	-	-	-	-	-
ER-D&D	-	11,903.84	-	-	11,903.84	-	-	-	-	-
ER-SOC	-	59,974.68	7,057.71	232.77	2,545.84	7,835.29	4,024.20	17,216.48	10,244.90	10,817.49
ER-MED	-	19,962.66	1,650.59	54.44	6,531.72	1,832.45	941.14	4,026.44	2,395.99	2,529.90
UNEMP	-	3,729.41	312.70	11.26	979.40	379.13	194.72	833.06	495.72	523.43
TAX COSTS	-	129,050.14	9,021.00	298.47	55,440.35	10,046.86	5,160.06	22,075.97	13,136.61	13,870.81
PENSION	-	54,896.40	5,224.18	190.22	10,794.21	5,915.68	3,211.42	14,192.10	8,350.42	7,018.18
PTO	-	16,420.00	3,478.00	121.40	3,815.00	1,983.20	690.40	2,980.00	1,972.00	1,380.00
MISC-CELL PHONE	-	10,980.00	1,078.80	42.00	3,513.60	1,104.00	543.00	1,809.60	1,231.80	1,657.20
CLOTHING	-	1,100.00	-	-	-	170.00	110.00	345.00	163.00	312.00
		83,396.40	9,780.98	353.62	18,122.81	9,172.88	4,554.82	19,326.70	11,717.22	10,367.38
RMHMO	-	217,224.36	20,533.63	740.37	64,519.71	19,373.07	7,993.54	48,363.89	31,505.99	24,194.17
+RMHMO	-	10,836.30	1,029.24	37.42	3,244.42	953.46	396.26	2,432.00	1,585.82	1,157.68
HARTFORD-DIS	-	2,178.00	126.72	4.95	733.59	183.15	110.88	482.13	287.10	249.48
HARTFORD-LIFE	-	559.68	32.56	1.27	188.51	47.06	28.49	123.89	73.78	64.11
		230,798.34	21,722.16	784.01	68,686.23	20,556.74	8,529.17	51,401.91	33,452.68	25,665.44
BENEFIT COSTS	-	314,194.74	31,503.14	1,137.63	86,809.04	29,729.62	13,083.99	70,728.61	45,169.90	36,032.82
TOTAL		1,840,074.13	154,461.39	5,194.50	596,234.74	167,543.99	84,210.71	377,586.17	228,689.07	226,153.56
X		-	-	-	-	-	-	-	-	-
% OF TOTAL PAYROLL			8.39%	0.28%	32.40%	9.11%	4.58%	20.52%	12.43%	12.29%
								ENTERPRISE % OF PAYROLL		45.24%

Payroll by Department

The following table delineates wages, taxes, and benefits by authorized position. Annual salaries are derived by multiplying hourly wages by 2080, the number of regular hours a full-time employee works in a year. Payroll includes minor percentage increases which can be used to increase wages of existing staff and/or filling staff vacancies as they may arise. Budgeted payroll is not a reflection of actual salaries. Wages cannot exceed the budgeted amount and will be determined by the department head.

BENEFITS

Benefits for full-time town staff (after their six (6) month probation) include the following:

- o PW Director and Chief receive \$100.00/mo. cell phone allowance, Administrator/Town Clerk and Finance Officer receive \$80.00/mo. Cell phone allowance; all other employees receive a \$25.00/mo. cell phone allowance;
- o Paid time off (PTO);
- o Health Insurance (up to 2021 with Rocky Mountain Health Plans (RMHMO), currently with United Health Plans) (exception: eligible the first of the month following sixty (60) days);
- o \$10,000 Life Insurance (up to 2014 with Kansas City Life, changed to MetLife as of 2015, changed to The Hartford as of 2019);
- o In 2020, the Town added Short-Term Disability (with The Hartford).
- o In 2014, the Town converted from a 401(a) Money Purchase Plan with Dreyfus to a 457(b) Plan with Mutual of Omaha, now with Empower, as of 2021. The Town contributes 5% of the base salary for Administration and Public Works and 2% contribution of the base salary for Public Safety;
- o For Public Works employees, a \$100.00 boot allowance is reimbursed after purchase;
- o For Public Works employees, uniform shirts are provided;
- o For Public Safety employees, uniforms and duty weapons are provided;

Optional Benefits:

- o Dental Insurance (2014 was paid by employees but included with Health Insurance, 2015 are now optional individual plans.) In 2019, the dental insurance provider is Delta Dental.
- o Vision Insurance (2014 was paid by employees but included with Health Insurance, 2015 are now optional individual plans.) In 2020, the vision insurance provider is VSP.
- o AFLAC
- o Supplemental Life Insurance (up to 2014 with Liberty National changed to MetLife as of 2015, changed to The Hartford as of 2019).

2023		ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE		
PR RPT DETAIL	RATE	ANNUAL	10-41-03	12-43-03	1-42-02	1-45-02	1-46-02	2-50-03	3-51-03	3-	
TOWN ADMIN		TBD	48%	1%	5%	15%	2%	12%	12%	94	
WAGES	-	50.00	104,000.00	49,920.00	1,040.00	5,200.00	15,600.00	2,080.00	12,480.00	12,480.00	5,200.00
TAXES	-		8,268.00	3,968.64	82.68	413.40	1,240.20	165.36	992.16	992.16	413.40
BENEFITS	-		32,964.44	15,822.93	329.64	1,648.22	4,944.67	659.29	3,955.73	3,955.73	1,648.22
TOTAL	-		145,232.44	69,711.57	1,452.32	7,261.62	21,784.87	2,904.65	17,427.89	17,427.89	7,261.62
CLERK		TBD	35%	2%	1%	16%	1%	20%	20%	5%	
WAGES	-	35.00	72,800.00	25,480.00	1,456.00	728.00	11,648.00	728.00	14,560.00	14,560.00	3,640.00
TAXES	-		5,787.60	2,025.66	115.75	57.88	926.02	57.88	1,157.52	1,157.52	289.38
BENEFITS	-		23,134.44	8,097.05	462.69	231.34	3,701.51	231.34	4,626.89	4,626.89	1,156.72
TOTAL	-		101,722.04	35,602.71	2,034.44	1,017.22	16,275.53	1,017.22	20,344.41	20,344.41	5,086.10
DEPUTY		MOJARRO	5%		3%	1%	1%	30%	30%	30%	
WAGES	-	23.25	48,360.00	2,418.00	-	1,450.80	483.60	483.60	14,508.00	14,508.00	14,508.00
OVERTIME	-	40	465.00	23.25	-	13.95	4.65	4.65	139.50	139.50	139.50
TAXES	-		3,844.62	192.23	-	115.34	38.45	38.45	1,153.39	1,153.39	1,153.39
BENEFITS	-		12,892.44	644.62	-	386.77	128.92	128.92	3,867.73	3,867.73	3,867.73
TOTAL	-		65,562.06	3,278.10	-	1,966.86	655.62	655.62	19,668.62	19,668.62	19,668.62
F.OFFICE ASSIST		OPEN	5%	1%	2%	1%	1%	40%	25%	25%	
WAGES	-	20.00	33,280.00	1,664.00	332.80	665.60	332.80	332.80	13,312.00	8,320.00	8,320.00
OVERTIME	-	40	400.00	20.00	4.00	8.00	4.00	4.00	160.00	100.00	100.00
TAXES	-		2,645.76	132.29	26.46	52.92	26.46	26.46	1,058.30	661.44	661.44
BENEFITS	-		11,532.08	576.60	115.32	230.64	115.32	115.32	4,612.83	2,883.02	2,883.02
TOTAL	-		47,857.84	2,392.89	478.58	957.16	478.58	478.58	19,143.14	11,964.46	11,964.46
PW CLERK	2022	1	VETTER	15%		15%	10%	5%	20%	20%	15%
WAGES	-	20.00	41,600.00	6,240.00	-	6,240.00	4,160.00	2,080.00	8,320.00	8,320.00	6,240.00
OVERTIME	-	40	400.00	60.00	-	60.00	40.00	20.00	80.00	80.00	60.00
TAXES	-		3,307.20	496.08	-	496.08	330.72	165.36	661.44	661.44	496.08
BENEFITS	-		11,749.84	1,762.48	-	1,762.48	1,174.98	587.49	2,349.97	2,349.97	1,762.48
TOTAL	-		57,057.04	8,558.56	-	8,558.56	5,705.70	2,852.85	11,411.41	11,411.41	8,558.56
FINANCE	2012	11	C.JONES	20%	1%	15%	12%	2%	20%	20%	10%
WAGES	-	45.00	92,560.00	18,512.00	925.60	13,884.00	11,107.20	1,851.20	18,512.00	18,512.00	9,256.00
TAXES	-		7,358.52	1,471.70	73.59	1,103.78	883.02	147.17	1,471.70	1,471.70	735.85
BENEFITS	-		22,997.24	4,599.45	229.97	3,449.59	2,759.67	459.94	4,599.45	4,599.45	2,299.72
TOTAL	-		122,915.76	24,583.15	1,229.16	18,437.36	14,749.89	2,458.32	24,583.15	24,583.15	12,291.58
ADMIN											
WAGES			392,600.00	104,234.00	3,754.40	28,168.40	43,331.60	7,555.60	81,692.00	76,700.00	47,164.00
OVERTIME			1,265.00	103.25	4.00	81.95	48.65	28.65	379.50	319.50	299.50
TAXES			31,211.70	8,286.60	298.47	2,239.39	3,444.86	600.67	6,494.51	6,097.65	3,749.54
BENEFIT			115,270.48	31,503.14	1,137.63	7,709.04	12,825.07	2,182.32	24,012.60	22,282.79	13,617.90
TOTAL			540,347.18	144,126.99	5,194.50	38,198.78	59,650.19	10,367.24	112,578.61	105,399.94	64,830.93
			0.00	(0.00)	0.00	(0.00)	0.00	0.00	(0.00)	(0.00)	0.00

PR RPT DETAIL	2023		ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE
	RATE	ANNUAL	10-41-03	12-43-03	1-42-02	1-45-02	1-46-02	2-50-03	3-51-03	3-
CHIEF	2022	1	M.LAIMINGER		100%					
WAGES	-	35.00	72,800.00	-	-	72,800.00	-	-	-	-
TAXES	-		10,082.80	-	-	10,082.80	-	-	-	-
BENEFITS	-		22,278.56	-	-	22,278.56	-	-	-	-
TOTAL	-		105,161.36	-	-	105,161.36	-	-	-	-
SERGEANT	2022	1	G.HENDERSON		100%					
WAGES	-	30.00	62,400.00	-	-	62,400.00	-	-	-	-
OVERTIME	-	52/20	1,380.00	-	-	1,380.00	-	-	-	-
TAXES	-		8,833.53	-	-	8,833.53	-	-	-	-
BENEFITS	-		14,188.44	-	-	14,188.44	-	-	-	-
TOTAL	-	41.73	86,801.97	-	-	86,801.97	-	-	-	-
CORPRAL			OPEN		100%					
WAGES	-	28.00	58,240.00	-	-	58,240.00	-	-	-	-
OVERTIME	-	60/30	1,680.00	-	-	1,680.00	-	-	-	-
TAXES	-		8,066.24	-	-	8,066.24	-	-	-	-
BENEFITS	-		7,141.04	-	-	7,141.04	-	-	-	-
TOTAL	-	36.12	75,127.28	-	-	75,127.28	-	-	-	-
INVESTIGATOR	2008	15	P.HINYARD		100%					
WAGES	-	31.00	64,480.00	-	-	64,480.00	-	-	-	-
OVERTIME	-	180/30	3,720.00	-	-	3,720.00	-	-	-	-
TAXES	-		9,445.70	-	-	9,445.70	-	-	-	-
BENEFITS	-		8,626.64	-	-	8,626.64	-	-	-	-
TOTAL	-	41.48	86,272.34	-	-	86,272.34	-	-	-	-
OFFICER	2021	2	L.KRAMER		100%					
WAGES	-	26.50	55,120.00	-	-	55,120.00	-	-	-	-
OVERTIME	-	80/30	1,855.00	-	-	1,855.00	-	-	-	-
TAXES	-		7,891.04	-	-	7,891.04	-	-	-	-
BENEFITS	-		7,078.64	-	-	7,078.64	-	-	-	-
TOTAL	-	34.59	71,944.68	-	-	71,944.68	-	-	-	-
OFFICER			OPEN		100%					
WAGES	-	25.00	52,000.00	-	-	52,000.00	-	-	-	-
OVERTIME	-	60/30	1,500.00	-	-	1,500.00	-	-	-	-
TAXES	-		7,202.00	-	-	7,202.00	-	-	-	-
BENEFITS	-		7,016.24	-	-	7,016.24	-	-	-	-
TOTAL	-	32.56	67,718.24	-	-	67,718.24	-	-	-	-
PD TECH					100%					
WAGES	-	20.00	41,600.00	-	-	41,600.00	-	-	-	-
OVERTIME	-	26/0	260.00	-	-	260.00	-	-	-	-
TAXES	-		988.00	-	-	988.00	-	-	-	-
BENEFITS	-		12,770.44	-	-	12,770.44	-	-	-	-
TOTAL	-		55,618.44	-	-	55,618.44	-	-	-	-
JUDGE	2020	3	J.HUFFMAN		100%					
WAGES	-	725	8,700.00	-	-	8,700.00	-	-	-	-
TAXES	-		691.65	-	-	691.65	-	-	-	-
TOTAL	-		9,391.65	-	-	9,391.65	-	-	-	-
POLICE & JUDGE										
WAGES			415,340.00	-	-	415,340.00	-	-	-	-
OVERTIME			10,395.00	-	-	10,395.00	-	-	-	-
TAX COSTS			53,200.96	-	-	53,200.96	-	-	-	-
BENEFIT COSTS			79,100.00	-	-	79,100.00	-	-	-	-
TOTAL			558,035.96	-	-	558,035.96	-	-	-	-
			0.00	-	-	0.00	-	-	-	-

PR RPT DETAIL	2023			ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE
	RATE	ANNUAL	10-41-03	12-43-03	1-42-02	1-45-02	1-46-02	2-50-03	3-51-03	3-	
UT ASST	2016	7	REDDEN				4%	1%	55%	39%	96
WAGES	-	27.00	56,160.00	-	-	-	2,246.40	561.60	30,888.00	21,902.40	561.60
OVERTIME	-	208/24	3,456.00	-	-	-	138.24	34.56	1,900.80	1,347.84	34.56
TAXES	-		4,464.72	-	-	-	178.59	44.65	2,455.60	1,741.24	44.65
BENEFITS	-		9,247.84	-	-	-	369.91	92.48	5,086.31	3,606.66	92.48
TOTAL	-		73,328.56	-	-	-	2,933.14	733.29	40,330.71	28,598.14	733.29
UT ASST	2022	1	GARCIA						64%	36%	
WAGES	-	26.00	54,080.00	-	-	-	-	-	34,611.20	19,468.80	-
OVERTIME	-	208/24	3,328.00	-	-	-	-	-	2,129.92	1,198.08	-
TAXES	-		4,299.36	-	-	-	-	-	2,751.59	1,547.77	-
BENEFITS	-		9,185.24	-	-	-	-	-	5,878.55	3,306.69	-
TOTAL	-		70,892.60	-	-	-	-	-	45,371.26	25,521.34	-
UT ASST		0	OPEN						36%	64%	
WAGES	-	25.00	52,000.00	-	-	-	-	-	18,720.00	33,280.00	-
OVERTIME	-	208/24	3,200.00	-	-	-	-	-	1,152.00	2,048.00	-
TAXES	-		4,134.00	-	-	-	-	-	1,488.24	2,645.76	-
BENEFITS	-		20,194.44	-	-	-	-	-	7,270.00	12,924.44	-
TOTAL	-		79,528.44	-	-	-	-	-	28,630.24	50,898.20	-
PUBLIC UTILITIES											
WAGES			162,240.00	-	-	-	2,246.40	561.60	84,219.20	74,651.20	561.60
OVERTIME			9,984.00	-	-	-	138.24	34.56	5,182.72	4,593.92	34.56
TAXES			12,898.08	-	-	-	178.59	44.65	6,695.43	5,934.77	44.65
BENEFITS			38,627.52	-	-	-	369.91	92.48	18,234.86	19,837.79	92.48
TOTAL	-		223,749.60	-	-	-	2,933.14	733.29	114,332.21	105,017.68	733.29

PR RPT DETAIL	2023	ANNUAL	ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE
	RATE		10-41-03	12-43-03	1-42-02	1-45-02	1-46-02	2-50-03	3-51-03	3-
MAYOR			100%							
WAGES	-	2,400.00	2,400.00	-	-	-	-	-	-	-
TAXES	-	183.60	183.60	-	-	-	-	-	-	-
TOTAL	-	2,583.60	2,583.60	-	-	-	-	-	-	-
MAYOR PRO TEM			100%							
WAGES	-	1,200.00	1,200.00	-	-	-	-	-	-	-
TAXES	-	91.80	91.80	-	-	-	-	-	-	-
TOTAL	-	1,291.80	1,291.80	-	-	-	-	-	-	-
TRUSTEE			100%							
WAGES	-	1,200.00	1,200.00	-	-	-	-	-	-	-
TAXES	-	91.80	91.80	-	-	-	-	-	-	-
TOTAL	-	1,291.80	1,291.80	-	-	-	-	-	-	-
TRUSTEE			100%							
WAGES	-	1,200.00	1,200.00	-	-	-	-	-	-	-
TAXES	-	91.80	91.80	-	-	-	-	-	-	-
TOTAL	-	1,291.80	1,291.80	-	-	-	-	-	-	-
TRUSTEE			100%							
WAGES	-	1,200.00	1,200.00	-	-	-	-	-	-	-
TAXES	-	91.80	91.80	-	-	-	-	-	-	-
TOTAL	-	1,291.80	1,291.80	-	-	-	-	-	-	-
TRUSTEE			100%							
WAGES	-	1,200.00	1,200.00	-	-	-	-	-	-	-
TAXES	-	91.80	91.80	-	-	-	-	-	-	-
TOTAL	-	1,291.80	1,291.80	-	-	-	-	-	-	-
TOWN BOARD										
WAGES		9,600.00	9,600.00	-	-	-	-	-	-	-
TAXES		734.40	734.40	-	-	-	-	-	-	-
TOTAL		10,334.40	10,334.40	-	-	-	-	-	-	-

Property Tax Levies and Collections

The mill levy is a property tax applied based on the assessed value of the property. The rate of the tax is expressed in mills - one mill is equal to **one dollar per \$1,000 of assessed value**. The tax is applied by local governments and other jurisdictions to raise revenue to cover their budgets and to pay for public services such as schools.

CPI FOR BUDGET PROJECTIONS

The Denver-Aurora-Lakewood CPI figure is released annually near the end of February. Local governments recognize the timing of its release makes it too late for use actual numbers for annual budgetary preparation which must be completed in December. Accordingly most local governments find it necessary to use current year forecasts which are made available quarterly through both the [Governor's Office of State Planning and Budgeting \(OSPBI\)](https://www.colorado.gov/governor/office-state-planning-budgeting) and the [Colorado Legislative Council](http://leg.colorado.gov/agencies/legislative-council-staff).

Many local officials use the forecasts to calculate TABOR limitations. Doing so necessitates recalculation of limits after the release of the actual Denver-Aurora-Lakewood CPI number to compare amounts approved in the budget document and make amendments if necessary.

In January 2018, the Bureau of Labor Statistics introduced a new geographic area for the CPI. The local CPI changed from Denver-Boulder-Greeley to Denver-Aurora-Lakewood. The [Bureau of Labor Statistics CPI](https://www.bls.gov/cpi/regional-resources.htm) provides more information, and past actual numbers for the calculation of the index.

1997-2023

TOWN OF PAONIA - PROPERTY TAX LEVIES AND COLLECTIONS 1997-2022								
YEAR	COUNTY ASSESSED VALUE	ORIGINAL MILL LEVY	TEMPORARY REDUCTION	TOTAL MILL LEVY	C (mailto:CIP@1231)PI	TOTAL TAX LEVIED	TOTAL TAX COLLECTED	% OF LEVY COLLECTED
1997	5,717,270	10.21	0.000	10.21		58,373		
1998	6,682,890	10.21	1.065	9.145		61,115		
1999	6,813,670	10.21	0.794	9.416		64,158		
2000	8,003,581	8.322	0.000	8.322		66,606		
2001	7,941,290	8.322	0.000	8.322		66,087		
2002	8,569,720	8.322	0.202	8.12		69,586		
2003	8,822,540	8.322	0.285	8.037		70,907		
2004	9,351,600	8.322	0.583	7.739		72,372		
2005	9,456,130	8.322	0.613	7.709		72,897		
2006	9,773,740	8.322	0.632	7.69		75,160		
2007	9,686,070	8.322	0.310	8.012		77,605		
2008	11,412,660	8.322	1.277	7.045		80,402		
2009	12,434,230	8.322	1.623	6.699	-1.20%	83,297		
2010	13,671,550	8.322	2.221	6.101	1.00%	83,410		
2011	13,350,630	8.322	1.960	6.362	1.87%	84,937	77,534.81	91.29%
2012	12,256,510	8.322	1.170	7.152	3.69%	87,659	88,643.85	101.12%
2013	12,524,793	8.322	1.141	7.181	1.94%	89,940	89,866.77	99.92%
2014	12,046,370	8.322	0.000	8.322	2.77%	100,250	99,913.35	99.66%
2015	12,031,703	8.322	0.000	8.322	2.78%	100,128	99,924.93	99.80%
2016	12,320,386	8.322	0.000	8.322	2.70%	103,243	102,009.16	98.80%
2017	12,290,035	8.322	0.000	8.322	2.90%	102,278	102,170.11	99.89%
2018	11,977,020	8.322	0.000	8.322	2.70%	99,673	99,660.85	99.99%
2019	12,073,777	8.322	0.000	8.322	1.90%	100,477	100,298.72	99.82%
2020	15,989,348	8.322	0.000	8.322	2.50%	133,063	132,257.46	99.39%
2021	16,114,704	8.322	0.000	8.322	0.40%	134,107	134,101.09	100.00%
2022	17,979,678	8.322	0.000	8.322	3.50%	149,627	149,536.52	99.94%
2023	17,595,556	8.322	0.000	8.322		146,513		

NOTE:

Tax lien sale in November for any property taxes not paid in the current year.

DELTA COUNTY COLORADO

The mill levies shown in this report equate to dollars of tax per \$1,000 of assessed value. So, for example, a mill levy of 50.000 mills would equal \$50.00 of tax per \$1,000 of assessed value. Expressed as a decimal, 50.000 mills would equal 0.05 or 5¢ of tax per \$1 of assessed value. Assessed value is a statutorily defined percentage of "actual value" as determined by the Assessor, dependent on the classification of the property. Improved residential property is assessed at 7.15% of actual value for the tax year 2020. All other property (excepting oil and gas production) is assessed at 29% of actual value. (The assessment percentage, 7.15% or 29%, is known as the "assessment ratio.") So, for example, the tax for an improved residential property with an actual value of \$150,000 as determined by the Assessor in a tax area with a mill levy of 50.000 would be computed as follows:

$$\text{Actual Value} \times \text{Assessment Ratio} \times \text{Mill Levy (expressed as a decimal)} = \text{Tax}$$

$$\$150,000 \times 7.15\% \times 0.05 = \$540.00$$

AMENDED CERTIFICATE OF TAX LEVIES FOR NON-SCHOOL GOVERNMENTS

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Delta, Colorado.

On behalf of the Town of Paonia,
(taxing entity)^A
 the Board of Trustees,
(governing body)^B
 of the Town of Paonia,
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 17,605,465 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 17,605,465 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

Submitted: 12/15/2022 for budget/fiscal year 2023.
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	8.322 mills	\$ 146,513
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< 0 > mills	\$ < 0 >
SUBTOTAL FOR GENERAL OPERATING:	8.322 mills	\$ 146,513
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: <small>[Sum of General Operating Subtotal and Lines 3 to 7]</small>	8.322 mills	\$ 146,513

Contact person: CINDY JONES Daytime phone: (970) 527-4101
 Signed: _____ Title: FINANCE DIRECTOR

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

^A Taxing Entity—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a taxing entity is also a geographic area formerly located within a *taxing entity's* boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government^C.

^B Governing Body—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity's* mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

^C Local Government - For purposes of this line on Page 1 of the DLG 70, the local government is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The local government is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the local government and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the local government when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the local government if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the local government when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

^D GROSS Assessed Value - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity's* total mills upon the *taxing entity's* Gross Assessed Value found on Line 2 of Form DLG 57.

^E Certification of Valuation by County Assessor, Form DLG 57 - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25th each year and may amend it, one time, prior to December 10th.

^F TIF Area—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity's* mill levy applied against the *taxing entity's* gross assessed value after subtracting the *taxing entity's* revenues derived from its mill levy applied against the net assessed value.

^G NET Assessed Value—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57.

^H General Operating Expenses (DLG 70 Page 1 Line 1)—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

I Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not necessary for other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

J General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

K Contractual Obligation (DLG 70 Page 1 Line 4)—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

L Capital Expenditures (DLG 70 Page 1 Line 5)—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

M Refunds/Abatements (DLG 70 Page 1 Line 6)—The county assessor reports on the Certification of Valuation (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

- 1. Please Note: If the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

N Other (DLG 70 Page 1 Line 7)—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.

FUND SUMMARIES

A general fund is the **primary fund used by a government entity**. This fund is used to record all resource inflows and outflows that are not associated with special-purpose funds. The activities being paid for through the general fund constitute the core administrative and operational tasks of the government entity. It is a major fund and the majority of the governmental fund.



General Fund

The Town diligently works to maintain a strong, diverse revenue base, recognizing that a dependence upon any individual revenue source would make revenue yields more vulnerable to economic cycles. All revenues are conservatively projected and are monitored and updated as necessary.

General Fund Revenues - Property Tax Revenue

Distribution: General Fund 100%

Source: Paonia property owners

Collection: The collection process begins with the Delta County Assessor's Office. Two types of property are valued by the Assessor's Office. 1) "real property (land & buildings) and 2) "personal property" (business machines & equipment). Once market values are established, the Assessor's Office computes the assessed valuation of property based on state-legislated assessment percentages. Property is assessed at the end of one year, for collection in the following year.

Town of Paonia Assessed Valuations:

The total assessed valuation (in millions) for the Town of Paonia for the past twelve (12) years is demonstrated by the following table:

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
ASSESSED VALUATION	12.3	12.5	12.0	12.0	12.3	12.3	12.0	16.0	16.1	18.0	17.0	17.0

Mill Levies for Residents: Assessments are furnished to the Delta County Treasurer's Office. The Treasurer's Office issues property tax bills to every property owner based on the property's assessed valuation and the total mill levy which local governments have certified for the year. Within Town of Paonia, mill levies are currently 8.322 and are certified by the Town of Paonia.

Payment: Property owners pay property taxes to Delta County in either two installments due February 28 and June 15 or in one installment due April 30. Delta County ACH transfers the Town's property taxes directly to the Town's main bank account on the 15th of the month following the month that the collection is processed by Delta County.

Legal Restrictions: The Gallagher Amendment to the Colorado Constitution restricts property tax growth in requiring the legislature to annually adjust the residential assessed valuation percentage to ensure that the proportion of residential to total state assessed valuation remains constant – residential properties pay 45% of the total property taxes, while commercial and industrial properties pay 55%.

There is a statutory limitation which prohibits property tax revenue growth from exceeding 5.5% each year, adjusted for new construction. However, the Town of Paonia put the question to the voters and is now exempt from this provision.

Forecast: 2022 \$ 149,627

Estimate 2023 \$ 146,513

Rationale: Forecast for 2022 is based on actual receipts and amended valuation information from the County Assessor. Beginning in 2020, the Town has experienced significant increases in residential and construction. The Town does not expect to benefit from a continued increase in property tax revenues because of the current water moratorium that is in place, which is affecting construction as there are no water taps available for purchase and no water line can be extended.

Note: Additional historical data can be found under Budget Overview Property Tax Levies and Collections.

General Fund Revenues - Sales Tax Revenue

Distribution: General Fund 2% and Capital Improvement Program (CIP) Fund 1% of the Towns 3% Town Sales Tax.

The Town's portion of the County's Sales Tax goes to the General Fund. In 2020 the citizens voted to increase County Sales Tax by .8% to go only to the Public Safety Department within the General Fund. The other stipulation regarding Back The Badge requires the Town to maintain the previously allocated of revenue to the Public Safety Department to remain unchanged.

Source: Sales Tax comes from two sources 1) Visitors, residents, and employers in Paonia 2) Allocated share from Delta County.

Collection: The Department of Revenue collects a 3% tax on sales of tangible personal property and specific services. In 2018 a 1.0% sales tax increase was approved by the citizens of Paonia, effective July 1, 2018. Sales Taxes are collected by the retailer and are reported directly to the Department of Revenue on either a monthly, quarterly, or annual basis. In 2019, the handling of Delivery Sales Tax changed by the State of Colorado and was originally effective February 2019 but was extended to July 2019.

Delta County collects the County's 2% sales tax and as of 2021 the .8% for Back the Badge initiative. The Delta County Treasures Office allocates it to Delta County municipalities according to the IGA's with the County.

As of December 2021, the Town's first cannabis retail location, followed by a second retail location and a third medical and retail location. Each location is required to pay a 15% state sales tax. The State then allocates 10% of that sales tax back to the Town. The board has directed these funds be used for Streets.

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2022 EST	2023 EST
TOWN	\$290,946	\$274,728	\$270,968	\$289,470	\$355,306	\$524,088	\$636,562	\$706,791	\$702,000	\$810,894	\$895,572
COUNTY	\$ 95,418	\$ 98,448	\$ 94,998	\$102,375	\$106,806	\$118,090	\$141,404	\$365,135*	\$325,845	\$356,063	\$407,160
STATE										\$ 25,189	\$ 28,980

*Denotes inclusion of the estimate related to the .8% Back the Badge initiative.

Sales tax revenues have recovered from the economic recession of 2008. Benefiting from the overall strong Western Slope economy, the Town has seen steady growth since 2017 and anticipates this trend to continue.

Forecast: 2022 \$702,000 Estimated Actual 2022 \$810,894 Estimated 2023 \$895,572

Rationale: While projections remain conservative, the Town does project a 27.57% increase in sales tax revenues in 2023 over 2022 due to new business growth, development, and delivery sales.

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	
GENERAL FUND - ADMINISTRATION REVENUE										
PROPERTY TAXES	132,257.46	134,101.09	149,627.00	149,627.00	149,536.52	146,430.00	146,513.00	83.00	-2.08%	CNTY VALUATION
SALES TAX - TOWN	75,247.95	38,838.76	17,224.00	33,216.00	33,216.00	114,830.00	111,680.00	(3,150.00)	548.40%	REALLOCATE FOR + ADMIN EXP
SALES TAX - COUNTY	-	-	45,000.00	-	-	-	-	-	-	
PENALTY & INTEREST	408.33	304.44	400.00	320.41	320.41	400.00	400.00	-	0.00%	
DELINQUENT TAX	-	13.16	15.00	0.02	0.02	15.00	15.00	-	0.00%	
ABATEMENTS	1,215.27	-	-	-	-	-	-	-	-	
LIQUOR LICENSES	4,240.50	6,509.36	5,000.00	4,525.00	4,350.00	3,675.00	5,000.00	1,325.00	0.00%	
SPECIAL REVIEWS	1,666.30	1,289.35	750.00	1,250.00	1,250.00	1,000.00	1,000.00	-	33.33%	PREV YR HISTORY
INTEREST INCOME	9,690.27	8,618.50	7,200.00	14,385.92	12,339.18	13,200.00	22,800.00	9,600.00	216.67%	INCREASE IN INT RATE (4MO AVG)
LATE CHARGES	2,522.11	6,560.00	7,075.00	6,137.00	4,737.00	5,400.00	6,150.00	750.00	-13.07%	CURRENT YR HISTORY
OTHER INCOME	1.00	53.61	75.00	783.13	783.13	100.00	10.00	(90.00)	-86.67%	PREV YR HISTORY
REFUND OF EXP	10,706.23	2,840.39	1,500.00	9,042.81	12,709.88	4,000.00	4,200.00	200.00	180.00%	PREV YR HISTORY
RESTITUTION	7,544.35	1,762.36	1,500.00	4,795.39	4,715.39	4,800.00	4,800.00	-	220.00%	\$80/MO+TAX RETURN
GRANT REVENUE	61,728.00	130,600.12	15,068.00	6,500.00	6,500.00	66,350.00	66,350.00	-	340.34%	SIPA+HOUSING
RESERVES						19,950.00	19,950.00	-		
TOTAL INCOME	465,935.77	397,803.11	250,434.00	250,434.00	325,962.15	380,150.00	388,868.00	8,718.00	55.28%	

ACCOUNT DESCRIPTION	2020	2021			2022	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023 DRAFT BUDGET	2023 FINAL BUDGET	DRAFT VS FINAL	% OF CHANGE 2022 TO 2023 F.BUDGET	

GENERAL FUND - ADMINISTRATION EXPENDITURES										
TOTAL PAYROLL	48,801.80	25,926.61	81,036.00	85,476.58	76,886.58	155,414.00	154,461.47	(952.53)	90.61%	ADDED POSITIONS ALLOCATION
WORK COMP	126.00	123.90	134.00	137.00	137.00	150.00	148.00	(2.00)	10.45%	8% PROPOSAL
CONTRACT LABOR	529.09	-	-	16,723.26	-	-	-	-		
OFFICE SUPPLIES	3,175.91	3,757.12	4,375.00	6,059.76	5,559.76	2,876.00	6,075.00	3,199.00	38.86%	COST INCREASES
OPERATING SUPPLIES	652.68	1,036.03	690.00	1,683.51	1,618.51	735.00	1,585.00	850.00	129.71%	BASED ON CURRENT YR ACTUAL
POSTAGE	488.65	1,702.97	695.00	550.43	325.43	500.00	550.00	50.00	-20.86%	BASED ON CURRENT YR ACTUAL
LEGAL SERVICES/ENGINEERING	66,335.09	52,876.29	76,317.00	60,343.12	53,267.11	62,070.00	63,844.53	1,774.53	-16.34%	REMAINING BALANCE
AUDIT & BUDGET EXPENSE	5,290.00	4,500.00	4,500.00	4,000.00	4,000.00	4,500.00	4,500.00	-	0.00%	
TOWN HALL EXPENSE	11,272.11	12,007.99	11,890.00	16,327.86	14,747.86	12,485.00	13,200.00	715.00	11.02%	COST INCREASES
TRAVEL & MEETINGS	909.22	1,633.16	3,950.00	307.46	307.46	4,841.00	4,850.00	9.00	22.78%	ADDED TRAINING FOR NEW EMP
INSURANCE & BONDS	4,136.30	2,748.10	2,780.00	3,073.67	3,073.67	3,240.00	3,333.00	93.00	19.89%	8% PROPOSAL
UTILITIES	4,473.29	4,497.21	5,785.00	5,806.86	4,931.86	6,120.00	6,175.00	55.00	6.74%	PROPOSED INCREASES
TELEPHONE	1,156.85	2,863.59	3,030.00	2,667.60	2,448.27	2,652.00	2,700.00	48.00	-10.89%	BASED ON CURRENT YR ACTUAL
PUBLISHING & ADS	1,605.73	4,052.12	6,360.00	8,617.61	7,367.61	3,678.00	5,030.00	1,352.00	-20.91%	CHG: + MUNICODE CONTRACT
DUES & SUBSCRIPTIONS	9,538.50	16,342.91	12,230.00	11,943.75	10,673.75	13,171.00	12,386.00	(785.00)	1.28%	COST INCREASES
CNTY TREASURER'S FEE	2,812.45	2,850.58	3,300.00	3,194.31	3,144.31	3,290.00	3,300.00	10.00	0.00%	
DATA PROCESSING	12,814.16	15,056.82	13,619.00	15,344.23	12,216.34	12,528.00	15,080.00	2,552.00	10.73%	COST INCREASES
MISCELLANEOUS (CDOT GRANT)	127,589.98	-	-	-	-	-	-	-		
CULTURAL EVENTS	38.91	-	-	-	-	1,000.00	1,000.00	-		SIGN PROJECT
HUMAN SERVICES	4,300.00	4,100.00	4,675.00	4,576.99	3,336.99	4,600.00	4,350.00	(250.00)	-6.95%	REDUCTION IN DONATIONS
TOTAL FIXED COST	306,371.72	156,075.40	235,366.00	246,834.00	204,042.51	293,850.00	302,568.00	8,718.00		
REVENUE-FIXED COSTS	159,564.05	241,727.71	15,068.00	3,600.00	121,919.64	86,300.00	86,300.00	(0.00)		
CAPITAL OUTLAY	53,222.55	-	15,068.00	3,600.00	3,600.00	-	-	-	-100.00%	
GRANT PROJECTS		71,008.76				86,300.00	86,300.00	-		SIPA+HOUSING
TOTAL EXPENDITURES	359,594.27	227,084.16	250,434.00	250,434.00	207,642.51	380,150.00	388,868.00	8,718.00	55.28%	
NET = REVENUE-EXPENSE	106,341.50	170,718.95	-	-	118,319.64	-	(0.00)	(0.00)		
RESERVES	X	X			131,468.66		~\$111,393.77			

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT VS FINAL	% OF CHANGE 2022 TO 2023 F.BUDGET	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET			

GENERAL FUND - BUILDING REVENUE										
BUILDING PERMITS	26,094.50	31,924.71	30,000.00	45,982.89	41,382.89	41,000.00	60,000.00	19,000.00	100.00%	PAST YR HISTORY+P.ADU CHG
SALES TAX - TOWN	13,297.44	6,699.87	5,288.00	17,673.19	17,673.19	-	-	-		
RESERVES				-	-	-	2,100.00	2,100.00		
TOTAL INCOME	39,391.94	38,624.58	35,288.00	63,656.08	59,056.08	41,000.00	62,100.00	21,100.00	75.98%	

GENERAL FUND - BUILDING EXPENDITURES										
TOTAL PAYROLL	4,992.37	2,464.73	3,695.00	3,292.56	2,925.72	5,285.00	5,191.13	(93.87)	40.49%	ADDED POSITIONS ALLOCATION
WORKMANS COMPENSATION	12.00	16.20	18.00	23.00	23.00	25.00	25.00	-	38.89%	8% PROPOSAL
BUILDING INSPECTOR	30,837.50	35,108.00	28,500.00	51,362.00	38,550.00	33,600.00	54,667.87	21,067.87	91.82%	REMAINING BALANCE
OFFICE SUPPLIES	53.18	12.85	500.00	90.00	90.00	-	100.00	100.00	-80.00%	PREV YR HISTORY
POSTAGE	1.00	-	-	16.85	16.85	-	25.00	25.00		PREV YR HISTORY
LEGAL SERVICES	585.00	-	750.00	7,194.47	3,194.47	1,000.00	1,000.00	-	33.33%	COMPLETE CODE UPDATE
INSURANCE & BONDS	775.89	777.80	880.00	872.61	872.61	945.00	946.00	1.00	7.50%	8% PROPOSAL
PUBLISHING & ADS	-	-	-	61.74	61.74	-	-	-		
DUES & SUBSCRIPTIONS	135.00	145.00	945.00	742.85	742.85	145.00	145.00	-	-84.66%	CODE UPDATE BOOKS PURCH
TOTAL EXPENDITURES	37,391.94	38,524.58	35,288.00	63,656.08	46,477.24	41,000.00	62,100.00	21,100.00	75.98%	
NET = REVENUE-EXPENSE	2,000.00	100.00	-	-	12,578.84	-	(0.00)	(0.00)		
RESERVES	x	x			2,100.00					

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	
GENERAL FUND - PUBLIC SAFETY REVENUE										
S.O. AUTO TAXES	22,290.77	23,650.44	23,315.00	20,181.13	20,181.13	23,550.00	23,550.00	-	1.01%	PREV YR HISTORY
SALES TAX - TOWN	151,428.37	182,000.00	182,000.00	232,750.59	232,750.59	242,111.00	257,188.00	15,077.00	41.31%	REALLOCATE FOR + EXP
SALES TAX - COUNTY	142,648.51	159,850.11	325,845.00	308,627.82	162,114.10	168,720.00	169,842.00	1,122.00	25.65%	PREV YR HISTORY
BACK THE BADGE	-	205,285.29			226,034.69	238,440.00	239,580.00	1,140.00		
CIGARETTE TAX	1,490.60	2,007.74	1,785.00	1,318.51	1,318.51	1,100.00	1,350.00	250.00	-24.37%	PREV YR HISTORY
MOTOR VEHICLE - \$1.50	2,612.20	2,737.06	2,750.00	2,235.65	2,235.65	2,600.00	2,600.00	-	-5.45%	PREV YR HISTORY
MOTOR VEHICLE - \$2.50	3,718.77	3,965.00	3,966.00	3,240.00	3,240.00	3,800.00	3,800.00	-	-4.19%	PREV YR HISTORY
COURT FINES	717.28	835.00	825.00	200.00	200.00	200.00	200.00	-	-75.76%	CURRENT YR HISTORY
POLICE FINES	14,075.00	17,206.00	27,650.00	4,277.00	4,277.00	21,000.00	21,000.00	-	-24.05%	BASED ON FULL STAFFING
MISC FINES-BONDS	73.50	195.00	200.00	45.00	45.00	200.00	200.00	-	0.00%	
DOG TAGS	311.00	200.00	300.00	180.00	180.00	300.00	300.00	-	0.00%	
PD GRANT	1,352.68	995.00	6,000.00	1,509.25	1,509.25	10,000.00	10,000.00	-	66.67%	POST GRANT
OTHER AGENCY CONT	20,000.00	9,925.00		1,236.05	1,236.05	-	-	-		
VIN INSPECTIONS	1,195.00	1,610.00	1,925.00	760.00	760.00	1,500.00	1,500.00	-	-22.08%	CURRENT YR HISTORY
TOTAL INCOME	361,913.68	610,461.64	576,561.00	576,561.00	656,081.97	713,521.00	731,110.00	17,589.00	26.81%	

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	
GENERAL FUND - PUBLIC SAFETY EXPENDITURES										
TOTAL PAYROLL	259,701.76	339,364.03	465,914.00	362,715.77	309,645.64	596,570.00	596,236.27	(333.73)	27.97%	IMPLEMENTED INCREASES
WORK COMP	7,212.00	8,972.49	9,690.00	8,551.00	8,551.00	9,235.00	9,235.00	-	-4.70%	8% PROPOSAL
OFFICE SUPPLIES	1,266.84	769.29	1,200.00	2,041.87	1,741.87	1,263.00	2,250.00	987.00	87.50%	CURRENT YR HISTORY
OPERATING SUPPLIES	4,859.95	9,446.62	6,910.00	22,246.94	6,690.22	4,630.00	15,895.00	11,265.00	130.03%	(2) OPEN OFFICER POSITIONS
POSTAGE	231.54	166.39	254.00	169.84	109.84	170.00	170.00	-	-33.07%	CURRENT YR HISTORY
LEGAL SERVICES	4,587.88	-	2,500.00	2,953.80	1,953.80	2,500.00	4,130.00	1,630.00	65.20%	CHG ATTORNEY COSTS
REPAIRS & MAINTENANCE	360.00	160.00	800.00	834.01	834.01	850.00	850.00	-	6.25%	CURRENT YR HISTORY
VEHICLE EXPENSE	6,774.79	15,510.03	12,340.00	76,031.20	8,328.37	13,894.00	15,958.73	2,064.73	29.33%	INC FUEL COSTS
TRAVEL & MEETINGS	719.34	8,290.55	10,100.00	13,945.73	10,945.73	15,900.00	15,900.00	-	57.43%	ADDED TRAINING NEEDS
INSURANCE & BONDS	20,613.36	22,800.83	25,764.00	25,243.19	25,108.19	27,528.00	27,369.00	(159.00)	6.23%	8% PROPOSAL
UTILITIES	1,768.14	1,786.18	2,002.00	2,314.00	1,914.00	2,926.00	2,926.00	-	46.15%	PROPOSED INCREASES
TELEPHONE	2,078.08	5,030.17	5,027.00	5,364.39	4,909.39	5,292.00	5,460.00	168.00	8.61%	CURRENT YR HISTORY
PUBLISHING & ADS	1,081.16	558.69	230.00	827.35	677.35	190.00	200.00	10.00	-13.04%	CURRENT YR HISTORY
DUES & SUBSCRIPTIONS	8,480.52	3,269.08	4,685.00	18,398.44	17,898.44	8,795.00	8,795.00	-	87.73%	ADDED SOFTWARE
DATA PROCESSING	15,534.83	24,378.79	28,070.00	26,261.00	21,366.00	22,978.00	23,624.00	646.00	-15.84%	CURRENT YR HISTORY
CONTRACT SERVICES		9,770.00		7,040.80	7,040.80	-	-	-		
HUMAN SERVICES	551.41	400.00	1,075.00	1,621.67	921.67	800.00	2,111.00	1,311.00	96.37%	+ CONSULTING SERVICES
TOTAL FIXED COSTS						713,521.00	731,110.00			
REVENUE-FIXED COSTS						-	0.00			
CAPITAL OUTLAY						-	-	-		
TOTAL EXPENDITURES	335,821.60	450,673.14	576,561.00	576,561.00	428,636.32	713,521.00	731,110.00	17,589.00	26.81%	
NET = REVENUE-EXPENSE	26,092.08	159,788.50	-	-	227,445.65	-	0.00	0.00		
RESERVES	x	x			316,175.49		~\$316,175.49			

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

GENERAL FUND - PARKS REVENUE										
SALES TAX - TOWN	94,928.95	165,100.13	132,100.00	120,871.53	107,896.72	150,915.00	140,092.66	(10,822.34)	6.05%	REALLOCATE FOR + EXP
SEVERANCE TAX	4,764.61	1,304.84	1,300.00	4,021.41	4,021.41	4,000.00	4,025.00	25.00	209.62%	CURRENT YR HISTORY
MINERAL LEASING	3,918.97	7,219.37	6,680.00	10,330.31	10,330.31	10,300.00	10,335.00	35.00	54.72%	CURRENT YR HISTORY
RENTS & ROYALTIES	7,396.48	9,656.56	10,472.00	9,345.50	9,345.50	7,582.00	8,567.00	985.00	-18.19%	- HIST PARK EVENTS
PARK CONTRIBUTIONS	10,360.00	5,975.00	-	200.00	25,200.00	-	-	-		
GRANT REVENUE	2,654.21	34,160.93	34,040.00	1,214.30	1,214.30	18,000.00	17,000.00	(1,000.00)	-50.06%	BATHROOM-CO GRAND GRANT
OTHER AGENCY CONT	-	83.00	-	-	-	-	-	-		
RESERVES						-	14,250.00	14,250.00		GRANT MATCH
TOTAL INCOME	124,023.22	223,499.83	184,592.00	155,528.55	158,008.24	190,797.00	194,269.66	3,472.66	5.24%	

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

GENERAL FUND - PARKS EXPENDITURES										
TOTAL PAYROLL	49,903.72	56,724.87	90,752.00	78,947.44	69,170.90	82,682.00	84,210.43	1,528.43	-7.21%	REALLOCATIONS/ACTUALS
WORK COMP	1,375.00	1,684.90	1,820.00	2,376.00	2,376.00	2,566.00	2,566.00	-	40.99%	8% PROPOSAL
CONTRACT LABOR	5,787.05	-	-	100.00	100.00	-	-	-		
OFFICE SUPPLIES	16.24	35.97	-	105.17	105.17	25.00	105.00	80.00		
OPERATING SUPPLIES	4,168.71	5,277.26	6,107.00	6,421.21	5,936.21	5,685.00	6,724.00	1,039.00	10.10%	CURRENT YR HISTORY
POSTAGE	49.61	-	50.00	50.00	50.00	50.00	50.00	-	0.00%	
REPAIRS & MAINTENANCE	3,699.27	13,043.71	14,728.00	5,854.35	4,854.35	9,325.00	8,080.23	(1,244.77)	-45.14%	CURRENT YR HISTORY
VEHICLE EXPENSE	1,283.64	4,915.58	4,475.00	4,084.76	3,734.76	2,900.00	4,100.00	1,200.00	-8.38%	CURRENT YR HISTORY
RENTALS	-	635.67	725.00	1,620.00	1,080.00	550.00	1,080.00	530.00	48.97%	(2) DUMPSTER RENTALS
SHOP EXPENSE	2,448.16	1,445.87	1,595.00	1,203.03	928.03	1,150.00	1,150.00	-	-27.90%	CURRENT YR HISTORY
INSURANCE & BONDS	4,079.42	3,812.76	4,300.00	5,108.17	5,108.17	5,534.00	5,539.00	5.00	28.81%	8% PROPOSAL
UTILITIES	7,177.15	7,562.74	7,895.00	9,177.64	7,977.64	9,000.00	9,300.00	300.00	17.80%	PROPOSED INCREASES
TELEPHONE	481.41	734.07	709.00	513.86	473.86	480.00	515.00	35.00	-27.36%	CURRENT YR HISTORY
PUBLISHING & ADS	43.68	98.17	146.00	38.85	38.85	100.00	100.00	-	-31.51%	CURRENT YR HISTORY
FEES & PERMITS	748.45	748.45	750.00	748.45	748.45	750.00	750.00	-	0.00%	
MISCELLANEOUS	5,308.42	36,492.38	-	1,017.50	1,017.50	-	-	-		
CONTRACT SERVICES	2,274.13	3,010.48	3,000.00	2,505.49	2,505.49	3,000.00	3,000.00	-	0.00%	
TOTAL FIXED COSTS						123,797.00	127,269.66			
REVENUE-FIXED COSTS						67,000.00	67,000.00			
CAPITAL OUTLAY	20,858.00	2,593.74	13,500.00	-	-	45,750.00	45,750.00	-	238.89%	PARK COMM REQUESTS
GRANT PROJECTS		36,492.38	34,040.00	23,230.97	23,230.97	21,250.00	21,250.00	-	-37.57%	CO GRAND GRANT-BATHROOM
TRANSFER IN - (OUT)	6,000.00	26,704.07	-	-	-	-	-	-		
TOTAL EXPENDITURES	115,702.06	165,520.69	184,592.00	143,102.89	129,436.35	190,797.00	194,269.66	3,472.66	5.24%	
NET = REVENUE-EXPENSE	8,321.16	57,979.14	-	12,425.66	28,571.89	-	(0.00)	(0.00)		
RESERVES	x	x			109,464.27		~\$107,639.93			

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

GENERAL FUND - STREETS REVENUE										
SALES TAX - TOWN	94,007.21	78,555.24	127,388.00	151,076.86	121,049.71	89,192.00	90,439.34	1,247.34	-29.00%	REALLOCATE FOR + EXP
SALES TAX-STATE				23,245.67	20,945.67	28,980.00	29,100.00	120.00		
FRANCHISE TAX	57,753.65	56,420.40	61,375.00	50,582.03	43,417.03	62,075.00	49,910.00	(12,165.00)	-18.68%	CURRENT YR HISTORY
MISCELLANEOUS PERMITS	1,155.00	2,025.00	1,450.00	1,565.00	1,465.00	1,450.00	1,675.00	225.00	15.52%	CURRENT YR HISTORY
HIGHWAY USERS TAX	44,153.27	53,718.81	49,916.00	50,825.63	42,903.60	49,916.00	49,916.00	-	0.00%	
ROAD & BRIDGE	7,947.15	8,057.01	8,050.00	8,125.66	8,085.66	8,050.00	8,125.00	75.00	0.93%	CURRENT YR HISTORY
MOTOR FUEL TAX REFUND	1,179.14	1,811.28	1,875.00	1,133.15	582.48	-	1,000.00	1,000.00	-46.67%	+FLEET CARD
OTHER INCOME	-	500.00				-	-	-		
GRANT REVENUE			18,250.00	-	-	-	-	-	-100.00%	
RESERVE			18,250.00	-	-	192,000.00	232,000.00	40,000.00	1171.23%	TRF TO STREET CAP
TOTAL INCOME	206,195.42	201,087.74	286,554.00	286,554.00	238,449.15	431,663.00	462,165.34	30,502.34	61.28%	

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

GENERAL FUND - STREETS EXPENDITURES										
TOTAL PAYROLL	52,953.02	83,545.70	191,449.00	131,554.64	121,414.78	166,423.00	167,544.94	1,121.94	-12.49%	REALLOCATIONS/ACTUALS
WORK COMP	1,691.00	3,305.00	3,570.00	4,542.00	4,542.00	4,905.00	4,905.00	-	37.39%	8% PROPOSAL
OFFICE SUPPLIES	29.97	35.95	-	160.37	160.37	100.00	160.00	60.00		
OPERATING SUPPLIES	661.00	179.68	625.00	1,724.92	1,645.92	1,920.00	1,733.00	(187.00)	177.28%	CURRENT YR HISTORY
POSTAGE	189.28	-	-	50.00	-	50.00	50.00	-		
LEGAL & ENGINEERING SERV	945.50	4,237.50	36,755.00	648.00	348.00	500.00	975.00	475.00	-97.35%	CURRENT YR HISTORY
REPAIRS & MAINTENANCE	30,380.79	25,874.42	8,510.00	19,505.69	15,727.69	10,500.00	10,900.00	400.00	28.08%	CURRENT YR HISTORY
VEHICLE EXPENSE	9,863.65	15,858.94	8,753.00	10,412.76	9,687.76	10,225.00	10,456.17	231.17	19.46%	CURRENT YR HISTORY
RENTALS	1,064.00	-	-	-	-	-	-	-		
SHOP EXPENSE	3,063.48	3,499.78	6,083.00	52,958.23	3,959.14	4,380.00	42,750.00	38,370.00	602.78%	+ TOOL PURCHASES
TRAVEL & MEETINGS	31.66	546.25	-	956.67	956.67	-	-	-		
INSURANCE & BONDS	8,744.63	3,874.63	3,905.00	3,745.91	3,745.91	4,330.00	4,061.00	(269.00)	3.99%	8% PROPOSAL
UTILITIES	16,706.39	10,251.12	10,620.00	10,563.31	9,463.31	10,750.00	10,770.00	20.00	1.41%	PROPOSED INCREASES
TELEPHONE	832.41	755.62	709.00	1,117.32	1,077.32	480.00	480.00	-	-32.30%	REALLOCATION OF CELL PHONES
PUBLISHING & ADS	-	79.10	75.00	138.85	38.85	100.00	100.00	-	33.33%	CURRENT YR HISTORY
DUES & SUBSCRIPTIONS	1.56	-	-	-	-	-	-	-		
FEES & PERMITS	-	-	-	-	-	-	-	-		
MISCELLANEOUS	-	-	-	-	-	-	-	-		
SNOW REMOVAL	8,455.65	5,511.45	15,500.00	48,475.33	8,297.45	25,000.00	15,280.23	(9,719.77)	-1.42%	CURRENT YR HISTORY
STREET CLEANING	-	-	-	-	-	-	-	-		
TOTAL FIXED COSTS						239,663.00	270,165.34			
REVENUE-FIXED COSTS						192,000.00	192,000.00			
CAPITAL OUTLAY	62,445.13	-	-	-	-	-	-	-		
TRANSFERS	6,000.00	3,000.00	-	-	-	192,000.00	192,000.00	-		
TOTAL EXPENDITURES	204,059.12	160,555.14	286,554.00	286,554.00	181,065.17	431,663.00	462,165.34	30,502.34	61.28%	
NET = REVENUE-EXPENSE	2,136.30	40,532.60	-	-	57,383.98	-	0.00	0.00		
RESERVES	x	x			192,009.71					

ACCOUNT DESCRIPTION	2020 AUDITED ACTUAL	2021 AUDITED ACTUAL	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023 DRAFT BUDGET	2023 FINAL BUDGET	DRAFT VS FINAL	% OF CHANGE 2022 TO 2023 F.BUDGET	NOTES & ASSUMPTIONS
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GENERAL FUND - BRIDGE										
INTEREST INCOME	4,265.58	283.15	300.00	10,017.22	8,117.22	5,000.00	5,000.00	-	1566.67%	INCREASE IN INT RATE (4MO AVG)
BRIDGE RESERVE	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	-	0.00%	
RESERVES		-	80,000.00	-	-	80,000.00	80,000.00	-	0.00%	
TOTAL INCOME	44,265.58	40,283.15	120,300.00	50,017.22	48,117.22	125,000.00	125,000.00	-	3.91%	
BRIDGE REPAIR	-	-	120,300.00	-	-	125,000.00	125,000.00	-	3.91%	BRIDGE RESURFACING
TOTAL EXPENDITURES	-	-	120,300.00	-	-	125,000.00	125,000.00	-	3.91%	
NET = REVENUE-EXPENSE	44,265.58	40,283.15	-	50,017.22	48,117.22	-	-	-		
RESERVES	x				229,524.76		~\$149,524.76			

ACCOUNT DESCRIPTION	2020 AUDITED ACTUAL	2021 AUDITED ACTUAL	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023 DRAFT BUDGET	2023 FINAL BUDGET	DRAFT VS FINAL	% OF CHANGE 2022 TO 2023 F.BUDGET	NOTES & ASSUMPTIONS
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GENERAL FUND - STREET CAPITAL										
SALES TAX - TOWN	-	-	4,000.00	-	-	-	-	-	-100.00%	CURRENT YR HISTORY
IMPACT FEE	48,150.59	54,150.47	-	-	-	-	-	-		
OPERATIONAL TAX		6,750.00	117,000.00	152,015.00	138,015.00	192,000.00	192,000.00	-	64.10%	
LICENSE FEES		27,000.00		9,200.00	9,200.00	9,200.00	9,200.00	-		
GRANT REVENUE						792,961.00	792,961.00	-		
TRANSFER STREETS				-	-	192,000.00	192,000.00	-		
TRANSFER CAPITAL		-	244,327.00	-	-	346,000.00	346,000.00	-	41.61%	
RESERVES	-	-	163,043.00	-	-	316,922.43	302,992.43	(13,930.00)	85.84%	
TOTAL INCOME	48,150.59	87,900.47	528,370.00	161,215.00	147,215.00	1,849,083.43	1,835,153.43	(13,930.00)	247.32%	STREET RECONSTRUCTION
STREET CAPITAL	-	-	528,370.00	-	-	1,849,083.43	1,835,153.43	(13,930.00)	247.32%	
TOTAL EXPENDITURES	85,049.08	-	528,370.00	-	-	1,849,083.43	1,835,153.43	(13,930.00)	247.32%	
NET = REVENUE-EXPENSE	(36,898.49)	87,900.47	-	161,215.00	147,215.00	-	-	-		
RESERVES	x				141,777.43					
BEGINNING RESERVE	90,775.45	53,876.96		141,777.43						
INCOME	48,150.59	87,900.47	528,370.00	161,215.00	147,215.00		1,835,153.43			
EXPENSE	85,049.08	-	528,370.00	-	-		1,835,153.43			
NET CHANGE	(36,898.49)	87,900.47	-	161,215.00	147,215.00		-			
ENDING RESERVE	53,876.96	141,777.43	-	302,992.43	-		-			

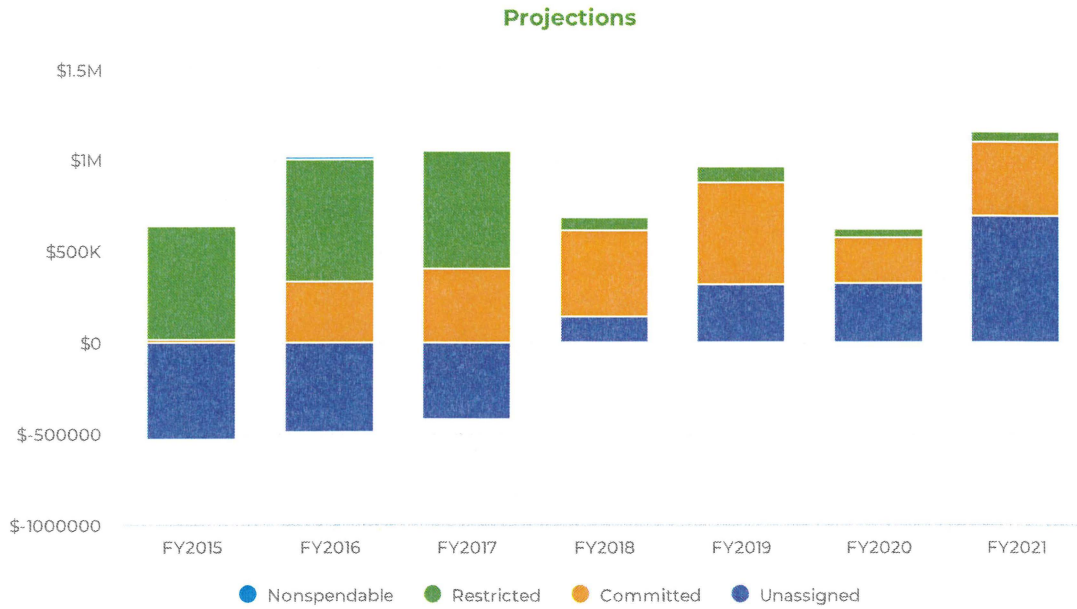
ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

GENERAL FUND - SIDEWALK										
SIDEWALK REVENUE	31,054.08	30,745.14	31,068.00	30,228.04	25,208.04	31,068.00	31,068.00	-	0.00%	
RESERVES	-	-	33,035.00	-	-	63,214.65	63,270.76	56.11	91.53%	
TOTAL INCOME	31,054.08	30,745.14	64,103.00	30,228.04	25,208.04	94,282.65	94,338.76	56.11	47.17%	
REPAIRS & MAINTENANCE	47,965.40	555.00	64,103.00	-	-	13,750.00	13,750.00	-	-78.55%	3YR ROTATION
CAPITAL OUTLAY	-	-	-	-	-	80,532.65	80,588.76	56.11		
TOTAL EXPENDITURES	47,965.40	555.00	64,103.00	-	-	94,282.65	94,338.76	56.11	47.17%	
NET = REVENUE-EXPENSE	(16,911.32)	30,190.14	-	30,228.04	25,208.04	-	-	-		
BEGINNING RESERVE	19,763.90	2,852.58	-	33,042.72						
INCOME	31,054.08	30,745.14	64,103.00	30,228.04	25,208.04		94,338.76			
EXPENSE	47,965.40	555.00	64,103.00	-	-		94,338.76			
NET CHANGE	(16,911.32)	30,190.14	-	30,228.04	25,208.04		0.00			
ENDING RESERVE	2,852.58	33,042.72	-	63,270.76	25,208.04		0.00			

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED	AUDITED				DRAFT	FINAL	VS	2022 TO 2023	
	ACTUAL	ACTUAL				BUDGET	BUDGET	FINAL	F.BUDGET	

GENERAL FUND SUMMARY										
GENERAL BEGINNING RESERVE	582,578.50	734,836.63	563,528.00	980,742.00	980,742.00		980,742.00			
GENERAL INCOME	1,289,876.20	1,599,660.52	2,046,202.00	1,382,750.85	1,485,674.81		3,893,005.19			
GENERAL EXPENSE	1,137,618.07	1,042,357.71	2,046,202.00	1,320,307.96	993,257.59		3,893,005.19			
ADJUSTMENT						RESERVES USED	(296,008.00)			
NET CHANGE	152,258.13	557,302.81	-	62,442.89	492,417.22		(0.00)			
GENERAL ENDING RESERVE	734,836.63	1,292,139.44	563,528.00	1,043,184.89	1,473,159.22		684,734.00			
LESS CLASSIFIED FUND BALANCE										
NONSPENDABLE										
RESTRICTED										
TABOR	38,696.29	47,989.82	61,386.06		44,570.24		116,790.16			
COMMITTED										
BRIDGE RESERVE	184,168.00	231,168.00	110,868.00		231,168.00		149,524.76			
ASSIGNED										
TOTAL CLASSIFIED FUND BAL	222,864.29	279,157.82	172,254.06		275,738.24		266,314.92			
UNASSIGNED FUND BAL	511,972.34	1,012,981.63	391,273.94		1,197,420.98		418,419.08			
EST UNASSIGNED										
10%	113,761.81	104,235.77	204,620.20		99,325.76		389,300.52			
25%	284,404.52	260,589.43	511,550.50		248,314.40		973,251.30			
50%	568,809.04	521,178.86	1,023,101.00		496,628.80		1,946,502.60			

Fund Balance



	FY2019	FY2020	% Change
Fund Balance	—	—	
Unassigned	\$321,226	\$332,793	3.6%
Committed	\$561,088	\$245,162	-56.3%
Restricted	\$87,894	\$42,302	-51.9%
Nonspendable	\$0	\$0	0%
Total Fund Balance:	\$970,208	\$620,257	-36.1%

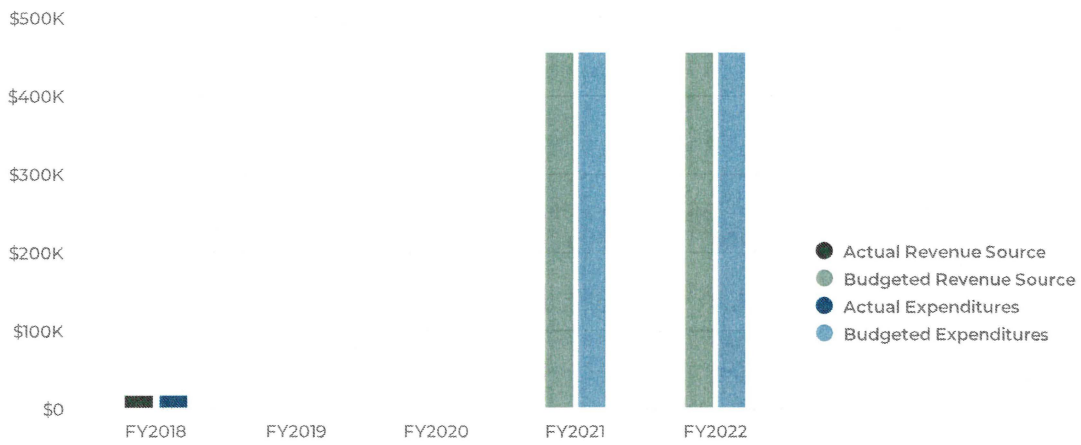
PAONIA
**Pass-Thru
Grant Fund**

According to GASB 24, all cash pass-through grants received by a government entity (referred to as a recipient government) are reported in its financial statement. Pass-through grants are those grants that are received by a recipient government to transfer to or spend on behalf of a secondary recipient.

As a general rule, recipient governments should recognize all cash pass-through grants and revenue and expenditures or expenses in a governmental, proprietary, or trust fund.

Summary

The Town of Paonia is projecting \$460K of revenue in FY2023, which represents a 0% increase over the prior year. Budgeted expenditures are projected to increase by 0% or \$0.00 to \$460K in FY2023.



ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

PASS THROUGH GRANT FUND										
PASS THRU GRANT INCOME	-	-	460,000.00		-	460,000.00	460,000.00	-	0.00%	SKATE PARK+LONE CABIN REHAB
TOTAL INCOME	-	-	460,000.00		-	460,000.00	460,000.00	-	0.00%	
PASS THRU GRANT EXPENSE	-	-	460,000.00		-	460,000.00	460,000.00	-	0.00%	
TOTAL EXPENDITURES	-	-	460,000.00		-	460,000.00	460,000.00	-	0.00%	
NET = REVENUE-EXPENSE	-	-	-		-	-	-	-	-	
BEGINNING RESERVE	-	-	-		-	-	-	-	-	
INCOME	-	-	460,000.00		-	-	460,000.00	-	-	
EXPENSE	-	-	460,000.00		-	-	460,000.00	-	-	
AUDIT ADJUSTMENT	-	-	-		-	-	-	-	-	
NET CHANGE	-	-	-		-	-	-	-	-	
ENDING RESERVE	-	-	-		-	-	-	-	-	

SPACE 2 CREATE										
INTEREST	41.08	0.26	-		-	-	-	-	-	CLOSED
TOTAL INCOME	41.08	0.26	-		-	-	-	-	-	
PROFESSIONAL SERVICES	-	11,915.50	-		-	-	-	-	-	
PUBLISHING & ADS	-	1,250.00	-		-	-	-	-	-	
TOTAL EXPENDITURES	-	13,165.50	-		-	-	-	-	-	
NET = REVENUE-EXPENSE	41.08	(13,165.24)	-		-	-	-	-	-	
BEGINNING RESERVE	13,124.16	13,165.24	-		-	-	-	-	-	
INCOME	41.08	0.26	-		-	-	-	-	-	
EXPENSE	-	13,165.50	-		-	-	-	-	-	
AUDIT ADJUSTMENT	-	-	-		-	-	-	-	-	
NET CHANGE	41.08	(13,165.24)	-		-	-	-	-	-	
ENDING RESERVE	13,165.24	0.00	-		-	-	-	-	-	

Revenues by Source

There are two (2) possible pass through grants currently in process for 2023. They are the Skate Park and Turner Ditch Habitat Replacement Project.

Projected 2023 Revenues by Source

Budgeted and Historical 2023 Revenues by Source



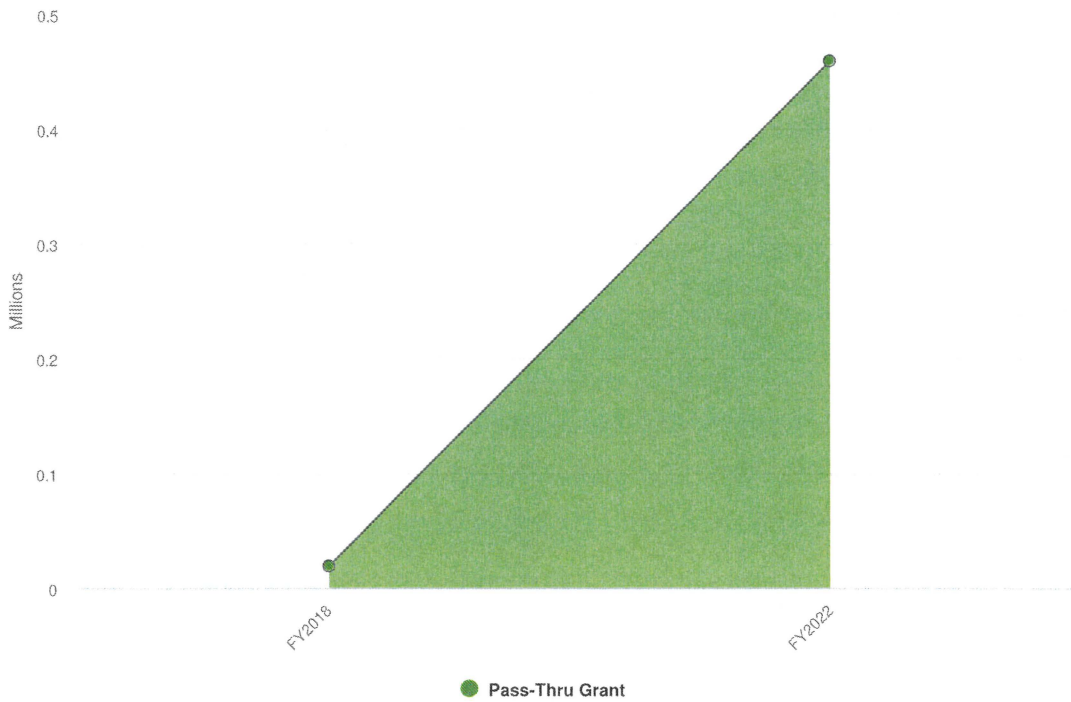
Name	FY2022 Budgeted	FY2022 Budgeted vs. FY2023 Budgeted (% Change)
Revenue Source		
Other Revenue	\$460,000.00	-100%
Total Revenue Source:	\$460,000.00	-100%

Expenditures by Function

Pass Through Grant is a portal where the funds are paid out directly to the secondary recipient.

Budgeted Expenditures by Function

Budgeted and Historical Expenditures by Function



Name	FY2022 Budgeted	FY2022 Budgeted vs. FY2023 Budgeted (% Change)
Expenditures		
Pass-Thru Grant	\$460,000.00	-100%
Total Expenditures:	\$460,000.00	-100%



Conservation Trust Fund

The Conservation Trust Fund is a special revenue fund established to account for the receipt of Lottery Funds received from the State of Colorado. This fund is used to record all resource inflows and outflows that are associated with the special-purpose of the funds. The activities being paid for through the Conservation Trust fund constitute the administrative and operational tasks of Conservation Trust Funds.

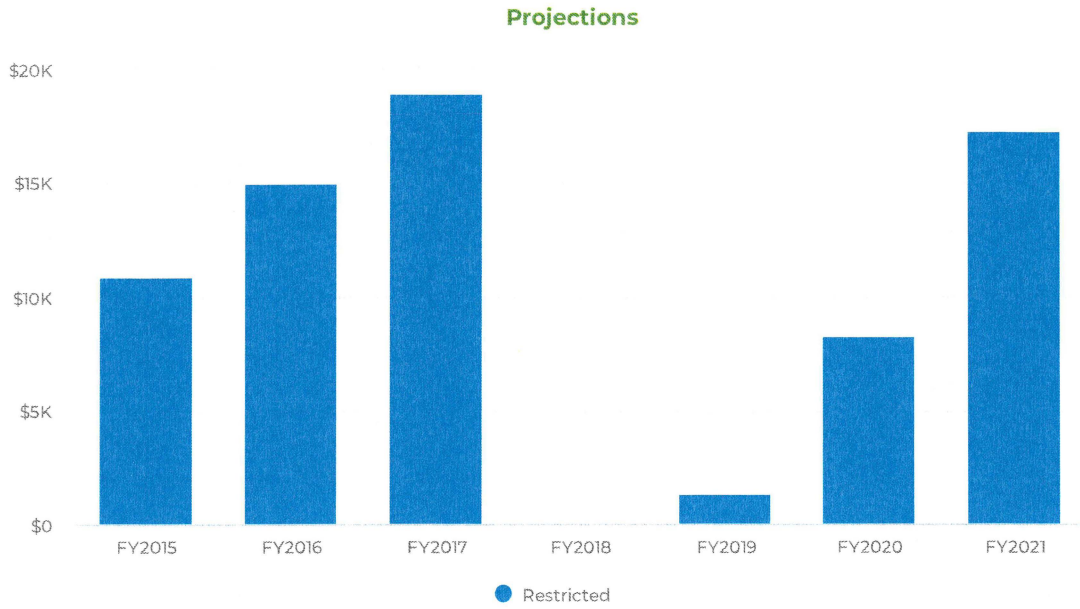
These funds are restricted in use to the acquisition, development, and maintenance of new conservation sites or for capital improvements for recreational purposes on any public site. Conservation Trust Fund revenues are distributed by the State from Lottery proceeds based on population estimates for the entity receiving the funds.

CONSERVATION TRUST FUND HISTORY

PROJECT	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
TREE TRIMMING	10,000	10,000								
TOWN PARK PLAYGROUND SHELTER		10,000								
TOWN PARK PLAYGROUND UPGRADE	6,747	5,582								
POULOS PARK UPGRADE			3,495.00							
BIKE RACKS FOR TOWN PARK			4,000.00							
DELTA BRICK & CLIMATE COMPANY				600.00						
PAONIA TREE SERVICE-TREE TRIMMING					6,900.00					
CLISSETT LLC-EHS CENTER ROOF					20,000.00					
IRA HOUSEWEART METALWORKER						5,000.00				
TLC TREE SERVICES						300.00				
C&N CONSTRUCTION						22,191.96				
WESTERN SLOPE TREE SERVICE							500.00			
MISTY MOUNTAIN INC							2,897.50			
COLO STATE FOREST SERVICE							824.00			
TREE TRIMMING								5,200.00		
ASPEN TREE									7,500.00	5,000.00
NEW TREE FOR APPLE VALLEY									500.00	
LEVEL 2 TREE INSPECTION									2,000.00	
TOTAL	16,747	25,582	7,495.00	600.00	26,900.00	27,491.96	4,221.50	5,200.00	10,000.00	5,000.00

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	
CONSERVATION TRUST FUND										
CONSERVATION TRUST	7,590.44	9,005.88	8,500.00	9,259.68	6,785.13	9,500.00	9,250.00	(250.00)	8.82%	CURRENT YR HISTORY
INTEREST	4.02	14.78	15.00	12.83	10.83	15.00	15.00	-	0.00%	
RESERVES			17,067.00		-	7,232.00	21,580.75	14,348.75	26.45%	
TOTAL INCOME	7,594.46	9,020.66	25,582.00	9,272.51	6,795.96	16,747.00	30,845.75	14,098.75	20.58%	
EXPENDITURES-CTF	600.00	-	25,582.00	4,923.76	4,923.76	16,747.00	30,845.75	14,098.75	20.58%	TREE+PLAYGROUND UPGRADE
TRANSFER	-	-	-	-	-	-	-	-		
TOTAL EXPENDITURES	600.00	-	25,582.00	4,923.76	4,923.76	16,747.00	30,845.75	14,098.75	20.58%	
NET = REVENUE-EXPENSE	6,994.46	9,020.66	-	4,348.75	1,872.20	-	-	-		
CONS TRUST BEGINNING RESERVE	1,316.77	8,311.23		17,232.00						
CONS TRUST INCOME	7,594.46	9,020.66	25,582.00	9,272.51	6,795.96		30,845.75			
CONS TRUST EXPENSE	600.00	-	25,582.00	4,923.76	4,923.76		30,845.75			
NET CHANGE	6,994.46	9,020.66	-	4,348.75	1,872.20		-			
CONS TRUST ENDING RESERVE	8,311.23	17,331.89	-	21,580.75						

Fund Balance



	FY2019	FY2020	% Change
Fund Balance	—	—	
Restricted	\$1,317	\$8,311	531.1%
Total Fund Balance:	\$1,317	\$8,311	531.1%



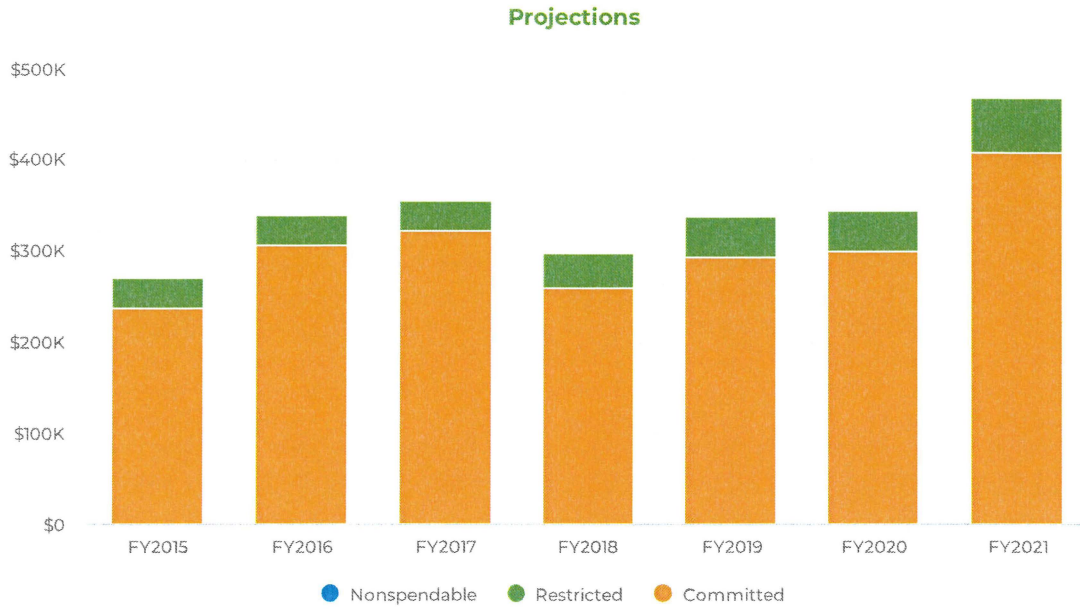
Capital Improvement Fund

The Capital Improvement fund is a specialty fund. This fund is used to record all resource inflows and outflows that are associated with the special purpose of the funds. The activities being paid for through the Capital Improvement fund are 1% of the 3% Town Sales Tax and is used to account for capital projects and purchases.

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

CAPITAL IMPROVEMENT FUND										
SALES TAX - CAP. IMPROVEMENTS	214,454.96	235,597.02	234,000.00	278,216.67	255,715.69	298,524.00	299,700.00	1,176.00	28.08%	CURRENT YR HISTORY
AIRPORT	7,650.00	7,650.00	7,650.00	7,650.00	7,012.50	7,650.00	7,650.00	-	0.00%	
GRANT/LOANS	-	-	-	-	-	-	25,000.00	25,000.00		MASTERPLANNING GRANT
MISCELLANEOUS	500.00	-	-	-	-	-	-	-		
RESERVES	-	-	492,258.00	-	-	599,271.00	628,368.76	29,097.76	27.65%	
TOTAL INCOME	222,604.96	243,247.02	733,908.00	285,866.67	262,728.19	905,445.00	960,718.76	55,273.76	30.90%	
CAPITAL OUTLAY	216,847.73	119,107.51	421,740.00	119,546.88	119,546.88	491,603.00	552,874.51	61,271.51	31.09%	INCLUDES MASTER PLANNING
AIRPORT	-	-	19,842.00	5,997.75	5,997.75	67,842.00	61,844.25	(5,997.75)	211.68%	NO CURRENT REQUESTS
CAPITAL PROJECTS	-	-	-	-	-	-	-	-		
TRANSFERS	-	-	244,326.00	-	-	346,000.00	346,000.00	-	41.61%	TRANSFER TO STREET CAP
TOTAL EXPENDITURES	216,847.73	119,107.51	685,908.00	125,544.63	125,544.63	905,445.00	960,718.76	55,273.76	40.07%	
NET = REVENUE-EXPENSE	5,757.23	124,139.51	48,000.00	160,322.04	137,183.56	-	-	(0.00)		
CAPITAL FUND BEGINNING RESERVE	338,149.98	343,907.21		468,046.72						
CAPITAL INCOME	222,604.96	243,247.02	733,908.00	285,866.67	262,728.19		960,718.76			
CAPITAL EXPENSE	216,847.73	119,107.51	685,908.00	125,544.63	125,544.63		960,718.76			
NET CHANGE	5,757.23	124,139.51	48,000.00	160,322.04	137,183.56		(0.00)			
CAPITAL FUND ENDING RESERVE	343,907.21	468,046.72	48,000.00	628,368.76			(0.00)			
LESS CLASSIFIED FUND BALANCE										
RESTRICTED : TABOR										
COMMITTED										
AIRPORT	52,543.00	60,192.00	48,000.00	54,194.25						
TOTAL CLASSIFIED FUND BAL	52,543.00	60,192.00	48,000.00	54,194.25	-		-			-
UNASSIGNED FUND BAL	291,364.21	407,854.72	-	574,174.51	-		(0.00)			

Fund Balance



	FY2019	FY2020	% Change
Fund Balance	—	—	
Committed	\$293,258	\$299,015	2%
Restricted	\$44,892	\$44,892	0%
Nonspendable	\$0	\$0	0%
Total Fund Balance:	\$338,150	\$343,907	1.7%

Water Fund: The Town operates two water treatment facilities. The upper system, also known as the 2.0 Million Gallon (2MG) Water Treatment Plant (WTP) services primarily the out-of-town customers, water companies and the northeast end of Town. The lower system, also known as the 1.0 Million Gallon (1MG) Water Treatment Plant or commonly referred to as the "Clock Plant" services mostly Town proper. The primary sources of revenue are charges for service. This fund is used to account for the revenues and expenses associated with the operations and maintenance of the water treatment and delivery (distribution) system. Also, to be included in the charges for services or any rate consideration for this fund are the repayment of loans for the water treatment facilities and monies for capital re-investment to these systems.

 **Water Fund**

The Enterprise Funds are used to report the same functions presented as **business-type activities** in the government-wide financial statements. The Town of Paonia uses Enterprise Funds to account for its Water, Sewer and Trash Funds, all of which are considered to be major funds of the Town of Paonia.

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

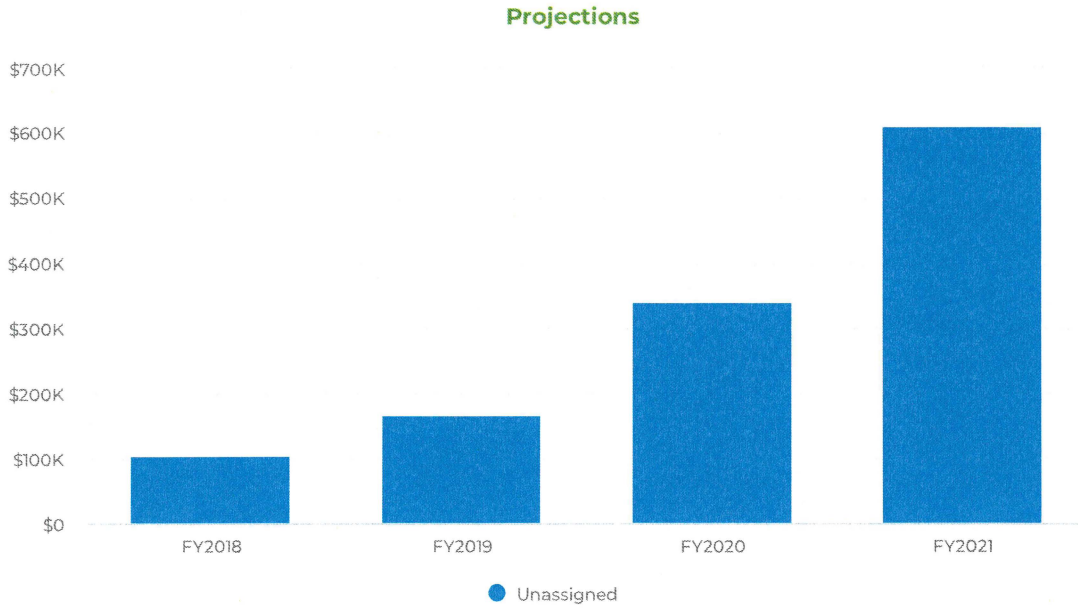
WATER FUND - INCOME										
WATER CHARGES-BASE RATE	799,921.19	965,445.24	694,824.00	802,674.05	672,274.05	788,352.00	802,675.00	14,323.00	15.52%	CURRENT YR HISTORY
STANDBY TAP FEES	53,584.79	54,574.51	50,676.00	58,954.80	46,652.80	56,856.00	58,955.00	2,099.00	16.34%	CURRENT YR HISTORY
BASE RATE INCREASE			155,664.00	-	-	107,502.00	107,502.00	-	-30.94%	APPROVED INCREASE
WATER CHARGES-USAGE	-	-	270,621.00	219,992.54	195,992.54	310,240.00	310,240.00	-	14.64%	CURRENT YR HISTORY
USAGE RATE INCREASE				-	-	123,657.00	123,657.00	-		EST USAGE APPROVED INC
SALES & SERVICES	8,285.75	9,200.48	7,000.00	1,961.52	1,611.52	2,000.00	2,000.00	-	-71.43%	CURRENT YR HISTORY
BULK WATER	5,850.00	6,595.00	6,025.00	8,053.00	6,553.00	7,600.00	8,100.00	500.00	34.44%	CURRENT YR HISTORY
WATER TAPS	45,500.00	5,500.00	-	-	-	-	-	-		
GRANT FUNDS	3,826.50	9,896.25	704,732.00	184,616.39	184,616.39	704,732.00	1,119,232.78	414,500.78	58.82%	DOLA+ARPA
PENALTIES	395.72	50.00	350.00	4,525.00	4,125.00	7,500.00	4,525.00	(2,975.00)	1192.86%	CURRENT YR HISTORY
RENTS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	-	0.00%	
MISCELLANEOUS REVENUE	754.72	1,428.65		-	-	-	-	-		
SALE OF ASSETS	-	-		11,215.12	11,215.12	-	-	-		
RESERVES			335,500.00	-	-	-	346,715.00	346,715.00	3.34%	
TOTAL INCOME	919,118.67	1,053,690.13	2,558,533.00	1,292,992.42	1,124,040.42	2,109,439.00	2,884,601.78	775,162.78	12.74%	

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

WATER FUND - EXPENDITURES										
TOTAL PAYROLL	206,414.45	185,494.08	267,419.00	180,001.43	163,864.31	375,987.00	377,587.01	1,600.01	41.20%	REALLOCATIONS/ACTUALS
NORRIS RETIREMENT	20,160.00	20,160.00	20,160.00	17,360.00	15,120.00	13,440.00	13,440.00	-	-33.33%	SETTLEMENT CHG
WORK COMP	3,736.00	3,068.18	3,315.00	3,776.00	3,776.00	4,080.00	4,080.00	-	23.08%	8% PROPOSAL
OFFICE SUPPLIES	181.35	478.65	415.00	1,017.19	917.19	1,125.00	975.00	(150.00)	134.94%	CURRENT YR HISTORY
OPERATING SUPPLIES	9,250.99	20,497.17	23,415.00	43,769.84	38,004.84	32,300.00	43,666.00	11,366.00	86.49%	CURRENT YR HISTORY
POSTAGE	4,243.98	5,468.19	5,550.00	5,072.58	4,267.58	5,760.00	5,160.00	(600.00)	-7.03%	CURRENT YR HISTORY
LEGAL & ENGINEERING SERVICES	3,776.50	43,672.90	28,000.00	23,468.31	20,468.31	26,000.00	31,000.00	5,000.00	10.71%	CURRENT YR HISTORY
AUDIT	11,520.00	11,000.00	12,500.00	12,500.00	12,500.00	13,000.00	13,000.00	-	4.00%	RFP
REPAIRS & MAINTENANCE	95,982.04	28,600.55	227,750.00	270,483.93	175,622.04	157,146.00	241,752.78	84,606.78	6.15%	WATER ADVISORY REQUESTS
VEHICLE EXPENSE	7,938.23	18,302.97	20,360.00	6,760.59	5,310.59	9,000.00	9,000.00	-	-55.80%	CURRENT YR HISTORY
RENTALS	-	-	-	360.00	360.00	400.00	400.00	-	-	
SHOP EXPENSE	3,616.55	5,920.87	1,950.00	7,132.93	5,682.93	5,000.00	7,140.00	2,140.00	266.15%	CURRENT YR HISTORY
TRAVEL & MEETINGS	31.67	1,840.08	1,200.00	1,884.66	1,034.66	2,240.00	2,500.00	260.00	108.33%	CERTIFICATION TRAINING (2)
INSURANCE & BONDS	20,980.22	24,873.24	27,550.00	26,389.56	26,389.56	28,625.00	28,612.00	(13.00)	3.85%	8% PROPOSAL
UTILITIES	30,925.74	28,880.49	34,654.00	30,095.39	26,595.39	30,600.00	30,250.00	(350.00)	-12.71%	PROPOSED INCREASES
TELEPHONE	4,467.93	5,053.13	5,088.00	5,055.19	4,655.19	4,812.00	4,776.00	(36.00)	-6.13%	CURRENT YR HISTORY
PUBLISHING & ADS	178.35	196.93	200.00	441.31	241.31	425.00	445.00	20.00	122.50%	CURRENT YR HISTORY
DUES & SUBSCRIPTIONS	1,849.06	24,997.50	20,658.00	22,380.00	20,670.00	20,670.00	20,670.00	-	0.06%	CURRENT YR HISTORY
FEES & PERMITS	11,280.75	17,372.01	12,015.00	8,893.13	8,250.63	11,900.00	10,635.00	(1,265.00)	-11.49%	CURRENT YR HISTORY
DATA PROCESSING	11,725.90	18,028.81	29,630.00	35,025.15	34,125.15	21,200.00	21,393.00	193.00	-27.80%	CURRENT YR HISTORY
CONTRACT SERVICES	-	4,800.00	-	68,467.62	66,967.62	18,000.00	18,000.00	-	-	
WATER POWER AUTHORITY LOAN	171,095.53	173,837.91	191,225.00	173,818.91	173,818.91	192,500.00	192,500.00	-	0.67%	
DRINKING WATER REVOLVING FUNC	23,343.40	23,343.40	23,344.00	23,343.70	11,671.70	23,345.00	23,345.00	-	0.00%	
FCNB INTERIM FINANCING	-	-	-	495.00	495.00	495.00	495.00	-	-	
DEBT SERVICE	(142,892.96)	(151,795.05)	-	-	-	-	-	-	-	
TOTAL FIXED COSTS						998,050.00	1,100,821.79			
REVENUE-FIXED COSTS						1,111,389.00	1,783,779.99			
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	
PASS THRU	25,605.31	30,660.59	-	-	-	-	-	-	-	
GRANT PROJECTS	7,653.01	20,730.00	1,278,395.00	-	-	677,732.00	1,393,947.78	716,215.78	9.04%	DOLA/ARPA
TRANSFER IN - (OUT)	7,000.00	3,000.00	-	-	-	-	-	-	-	
DEPRECIATION	325,068.24	331,051.63	323,740.00	325,000.00	-	310,000.00	310,000.00	-	-4.24%	
TOTAL EXPENDITURES	865,132.24	899,534.23	2,558,533.00	1,292,992.42	820,808.91	1,985,782.00	2,804,769.57	818,987.57	9.62%	
NET = REVENUE-EXPENSE	53,986.43	154,155.90	-	-	303,231.51	123,657.00	79,832.21	(43,824.79)		

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	
WATER FUND - SUMMARY										
WATER BEGINNING RESERVE	287,013.57	341,000.00		610,788.00			610,788.00			
WATER INCOME	919,118.67	1,053,690.13	2,558,533.00	1,292,992.42	1,124,040.42		2,884,601.78			
WATER EXPENSE	865,132.24	899,534.23	2,558,533.00	1,292,992.42	820,808.91		2,804,769.57			
NET CHANGE	53,986.43	269,788.00	-	0.00	303,231.51		79,832.21			
AUDIT ADJUSTMENT		115,632.10								
WATER ENDING RESERVE	341,000.00	610,788.00		610,788.00			690,620.21			
AVAILABLE RESOURCES	341,000.00	610,788.00		610,788.00			690,620.21			
SOURCE (USE) OF FUNDS										
LESS CLASSIFIED FUND BALANCE										
RESTRICTED										
COMMITTED										
DEBT RESERVE (3MO)	216,283.06	224,883.56	639,633.25				427,012.95			
10% DEBT PAYMENT RES		328,096.00					238,000.00			
ASSIGNED										
TOTAL CLASSIFIED FUND BAL	(108,785.18)	221,927.93	639,633.25	-			665,012.95			
UNASSIGNED FUND BAL	449,785.18	388,860.07	(639,633.25)	610,788.00			25,607.27			
EST UNASSIGNED	86,513.22	89,953.42	255,853.30	129,299.24			280,476.96			
	216,283.06	224,883.56	639,633.25	323,248.11			701,192.39			
	432,566.12	449,767.11	1,279,266.50	646,496.21			1,402,384.78			
DEBT RATIO CALCULATION										
OPERATING REVENUE	1,492,990.89	1,578,284.21	1,302,131.00	1,409,563.81			2,884,601.78			
OPERATING EXPENDITURES	852,801.41	840,503.20	1,066,448.00	1,025,007.38			2,804,769.57			
NET	640,189.48	737,781.01	235,683.00	384,556.43			79,832.21			
ADJUSTMENT	-	-	-	-			-			
NET AFTER ADJ	640,189.48	737,781.01	235,683.00	384,556.43			238,000.00			
DEBT SERVICE										
	194,438.93	197,181.31	214,569.00	197,657.61			216,340.00			
CALCULATED COVERAGE RATIO	329.25%	374.16%	109.84%	194.56%			110.01%			
REQUIRED RATIO	110%	110%	110%	110%			110%			

Fund Balance



	FY2021
Fund Balance	—
Unassigned	\$610,788
Total Fund Balance:	\$610,788



Sewer Fund

Sewer Fund: The Town operates a Wastewater Treatment Plant (WWTP) and a sanitary sewer collection system. The primary sources of revenue are charges for service. This fund is used to account for the revenues and expenses associated with the operations and maintenance of the wastewater treatment plant and collections system. Also, to be included in the charges for services or any rate consideration for this fund are the repayment of loans for the wastewater treatment plant facility and monies for capital reinvestment in this system.

The Enterprise Funds are used to report the same functions presented as **business-type activities** in the government-wide financial statements. The Town of Paonia uses Enterprise Funds to account for its Water, Sewer and Trash Funds, all of which are considered to be major funds of the Town of Paonia.

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED	AUDITED				DRAFT	FINAL	VS	2022 TO 2023	
	ACTUAL	ACTUAL				BUDGET	BUDGET	FINAL	F.BUDGET	

SEWER FUND -INCOME										
SEWER CHARGES - RECEIVED	531,364.63	530,966.64	536,856.00	518,509.76	443,820.81	536,856.00	536,856.00	-	0.00%	
INCREASE	-	-		-	-	222,804.00	222,804.00	-		APPROVED INCREASE
SEWER TAPS	42,500.00	4,500.00	5,000.00	5,000.00	5,000.00	10,000.00	10,000.00	-	100.00%	PENDING REQUESTS
INTEREST	4,588.81	452.34	400.00	8,885.68	8,885.68	8,630.00	20,760.00	12,130.00	5090.00%	INCREASE IN INT RATE (4MO AVG)
GRANT REVENUE	53,587.50	-		-	-	-	-	-		
MISCELLANEOUS REVENUE	2,172.00	-		-	-	-	-	-		
SALE OF ASSETS	-	-		9,860.56	9,860.56	-	-	-		
TOTAL INCOME	634,212.94	535,918.98	542,256.00	542,256.00	467,567.05	778,290.00	790,420.00	12,130.00	45.77%	

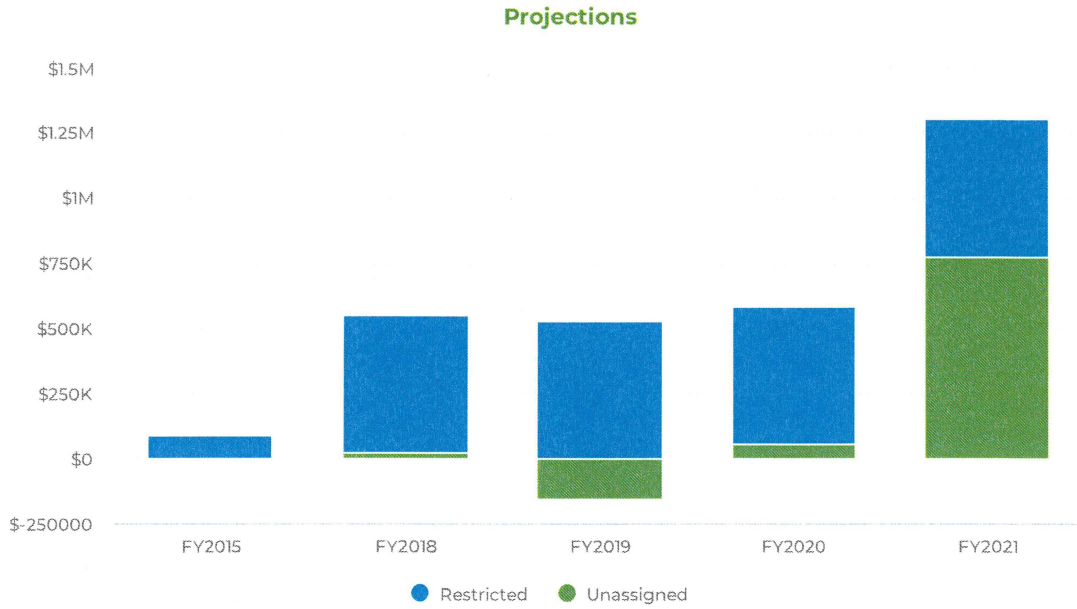
ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

SEWER FUND - EXPENDITURES										
TOTAL PAYROLL	115,124.36	157,911.68	135,048.00	98,716.98	90,016.15	228,395.00	228,689.17	294.17	69.34%	REALLOCATIONS/ACTUALS
WORK COMP	961.00	902.01	975.00	1,027.00	1,027.00	1,150.00	1,110.00	(40.00)	13.85%	8% PROPOSAL
OFFICE SUPPLIES	161.89	69.88	50.00	910.09	810.09	900.00	275.00	(625.00)	450.00%	CURRENT YR HISTORY
OPERATING SUPPLIES	10,045.96	12,970.51	16,605.00	15,686.92	13,769.92	16,105.00	15,799.00	(306.00)	-4.85%	CURRENT YR HISTORY
POSTAGE	2,124.83	2,857.45	2,695.00	2,631.22	2,231.22	2,800.00	2,700.00	(100.00)	0.19%	CURRENT YR HISTORY
LEGAL & ENGINEERING SERV	28,575.90	-	1,000.00	42.60	42.60	1,000.00	1,000.00	-	0.00%	
AUDIT	3,600.00	4,500.00	4,500.00	4,500.00	4,500.00	5,000.00	5,000.00	-	11.11%	RFP
REPAIRS & MAINTENANCE	126,314.74	41,588.31	59,965.00	38,595.33	29,775.70	112,734.00	120,782.21	8,048.21	101.42%	COMMITTEE REQUESTS
VEHICLE EXPENSE	7,703.95	18,213.71	20,300.00	6,784.76	5,539.76	11,388.00	10,839.62	(548.38)	-46.60%	CURRENT YR HISTORY
RENTALS	-	-	-	3,520.00	3,520.00	-	-	-		
SHOP EXPENSE	2,815.38	11,412.86	6,130.00	4,222.39	3,307.39	3,225.00	4,225.00	1,000.00	-31.08%	CURRENT YR HISTORY
TRAVEL & MEETINGS	31.67	1,090.14	2,400.00	1,813.18	963.18	2,400.00	2,500.00	100.00	4.17%	CERTIFICATION TRAINING (2)
INSURANCE & BONDS	7,947.55	9,130.78	11,195.00	10,926.01	9,841.01	12,045.00	11,846.00	(199.00)	5.82%	8% PROPOSAL
UTILITIES	31,325.31	33,592.58	35,951.00	39,658.61	34,308.61	37,050.00	39,725.00	2,675.00	10.50%	PROPOSED INCREASES
TELEPHONE	1,577.91	1,862.94	1,973.00	1,998.09	1,828.09	1,956.00	1,968.00	12.00	-0.25%	CURRENT YR HISTORY
PUBLISHING & ADS	69.08	93.69	140.00	123.52	23.52	50.00	700.00	650.00	400.00%	RATE INC PUBLICATION
DUES & SUBSCRIPTIONS	137.50	558.90	560.00	571.40	571.40	572.00	572.00	-	2.14%	CURRENT YR HISTORY
FEES & PERMITS	6,827.55	7,179.04	7,382.00	6,083.05	5,465.05	6,520.00	6,495.00	(25.00)	-12.02%	CURRENT YR HISTORY
DATA PROCESSING	13,716.46	15,613.39	13,650.00	13,996.42	13,130.42	12,275.00	13,469.00	1,194.00	-1.33%	CURRENT YR HISTORY
CONTRACT SERVICE	-	300.00	-	-	-	-	-	-		
GAGING STATION	3,935.00	5,360.00	4,100.00	2,865.00	2,865.00	4,100.00	4,100.00	-	0.00%	
DEBT SERVICE	55,529.51	46,450.83	108,625.00	97,250.00	97,250.00	108,625.00	108,625.00	-	0.00%	
TOTAL FIXED COSTS						568,290.00	580,420.00			
REVENUE - FIXED COSTS						210,000.00	210,000.00			
CAPITAL OUTLAY	-	-		190,333.43	141,744.48	100,000.00	100,000.00	-		
PASS THRU FUNDS	15,940.35	15,928.99	-	-	-	-	-	-		
TRANSFER IN - (OUT)	7,000.00	3,000.00	-	-	-	-	-	-		
DEPRECIATION	108,906.00	109,011.60	109,012.00	-	-	110,000.00	110,000.00	-	0.91%	CURRENT YR HISTORY
TOTAL EXPENDITURES	625,421.90	499,599.29	542,256.00	542,256.00	462,530.59	778,290.00	790,420.00	12,130.00	45.77%	
NET = REVENUE-EXPENSE	8,791.04	36,319.69	-	-	5,036.46	-	0.00	0.00		

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED	AUDITED				DRAFT	FINAL	VS	2022 TO 2023	
	ACTUAL	ACTUAL				BUDGET	BUDGET	FINAL	F.BUDGET	

SEWER FUND -SUMMARY										
SEWER BEGINNING RESERVE	374,079.48	382,870.52		1,306,299.00			1,306,299.00			
SEWER INCOME	634,212.94	535,918.98	542,256.00	542,256.00	467,567.05		790,420.00			
SEWER EXPENSE	625,421.90	499,599.29	542,256.00	542,256.00	462,530.59		790,420.00			
NET CHANGE	8,791.04	36,319.69	-	0.00	5,036.46		0.00			
AUDIT ADJUSTMENT										
SEWER ENDING RESERVE	382,870.52	419,190.21	-	1,306,299.00			1,306,299.00			
SOURCE (USE) OF FUNDS	X									
LESS CLASSIFIED FUND BALANCE										
RESTRICTED										
COMMITTED										
DEPRICIATION/WPA	102,000.00	102,004.00	102,000.00	102,002.00			238,000.00			
DEBT RESERVE (3MO)	156,355.48	124,899.82	135,564.00	135,564.00			197,605.00			
10% DEBT PAYMENT RES	101,040.00	101,040.00	101,040.00	101,040.00			101,040.00			
ASSIGNED										
TOTAL CLASSIFIED FUND BAL	359,395.48	327,943.82	338,604.00	338,606.00			536,645.00			
UNASSIGNED FUND BAL	23,475.05	91,246.38	(338,604.00)	967,693.00			769,654.00			
EST UNASSIGNED	62,542.19	49,959.93	54,225.60	54,225.60			79,042.00			
	156,355.48	124,899.82	135,564.00	135,564.00			197,605.00			
	312,710.95	249,799.65	271,128.00	271,128.00	231,265.30		395,210.00			

Fund Balance



	FY2018	FY2019	% Change
Fund Balance	—	—	
Unassigned	\$24,904	\$-156,207	-727.2%
Restricted	\$530,286	\$530,286	0%
Total Fund Balance:	\$555,190	\$374,079	-32.6%

Sanitation (Trash) Fund: The Trash Fund is used to account for revenues and expenses associated with the collection and disposal of trash for In-Town residents and businesses. Charges for the service are the only revenue source for this activity.



Trash Fund

The Enterprise Funds are used to report the same functions presented as **business-type activities** in the government-wide financial statements.

The Town of Paonia uses Enterprise Funds to account for its Water, Sewer and Trash Funds, all of which are considered to be major funds of the Town of Paonia.

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

TRASH FUND - INCOME										
GARBAGE FEES - RECEIVED	220,172.59	252,029.42	254,340.00	247,241.02	206,241.02	247,325.00	247,325.00	-	-2.76%	
INCREASE	-	-		-	-	83,010.00	83,010.00	-		APPROVED INCREASE
SALES & SERVICE	1,152.00	8,674.92	10,000.00	1,909.00	1,709.00	2,400.00	2,500.00	100.00	-75.00%	CURRENT YR HISTORY
RESERVE	-	-	18,760.00		-			-	-100.00%	
TOTAL INCOME	221,324.59	260,704.34	283,100.00	249,150.02	207,950.02	332,735.00	332,835.00	100.00	17.57%	

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

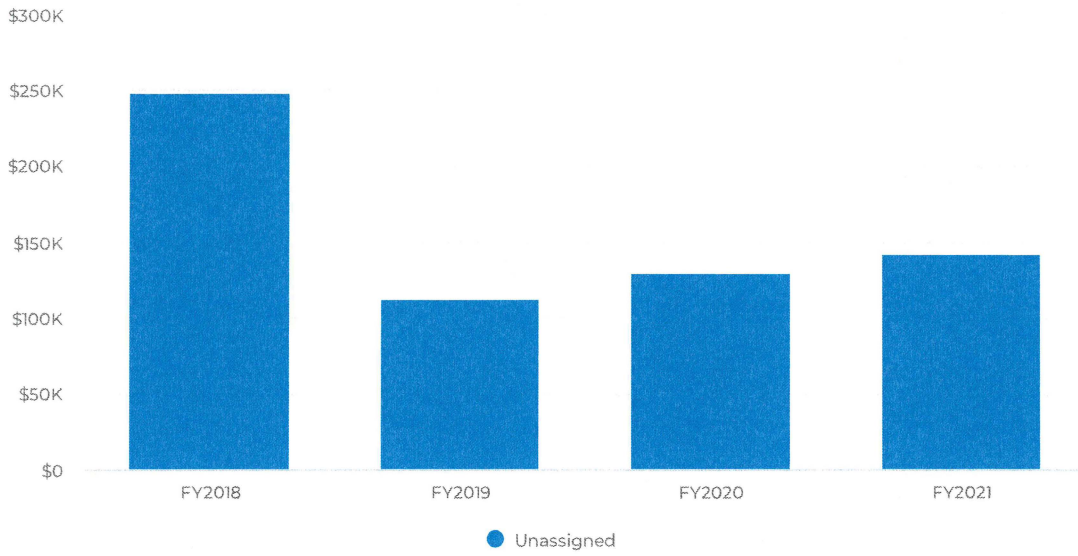
TRASH FUND - EXPENDITURES										
TOTAL PAYROLL	132,015.71	153,897.52	174,850.00	159,460.19	146,436.04	222,106.00	226,152.69	4,046.69	29.34%	REALLOCATIONS/ACTUALS
CONTRACT LABOR	-	-	-	50.00	50.00	-	-	-		
WORK COMP	3,561.00	5,772.32	6,250.00	5,196.00	5,196.00	5,625.00	5,615.00	(10.00)	-10.16%	8% PROPOSAL
OFFICE SUPPLIES	157.00	52.48	160.00	401.41	401.41	499.00	370.00	(129.00)	131.25%	CURRENT YR HISTORY
OPERATING SUPPLIES	1,113.04	1,069.41	1,205.00	2,215.67	2,090.67	1,905.00	1,856.00	(49.00)	54.02%	CURRENT YR HISTORY
POSTAGE	1,029.15	1,791.03	1,793.00	1,582.14	1,372.14	1,750.00	1,525.00	(225.00)	-14.95%	CURRENT YR HISTORY
AUDIT	3,600.00	4,500.00	4,500.00	4,000.00	4,000.00	4,000.00	4,000.00	-	-11.11%	RFP
REPAIRS & MAINTENANCE	1,287.98	-	1,600.00	369.61	369.61	100.00	375.00	275.00	-76.56%	CURRENT YR HISTORY
VEHICLE EXPENSE	7,859.04	15,503.03	16,760.00	21,944.41	20,589.41	21,280.00	21,433.81	153.81	27.89%	CURRENT YR HISTORY
SHOP EXPENSE	607.74	1,289.38	1,420.00	1,862.93	1,862.93	1,725.00	1,873.50	148.50	31.94%	CURRENT YR HISTORY
TRAVEL & MEETINGS	-	546.25	-	-	-	-	-	-		
INSURANCE & BONDS	6,336.27	5,795.28	6,695.00	6,900.39	6,725.39	7,410.00	7,481.00	71.00	11.74%	8% PROPOSAL
UTILITIES	3,037.21	2,322.25	2,671.00	2,676.69	2,296.69	3,429.00	2,727.00	(702.00)	2.10%	PROPOSED INCREASES
TELEPHONE	569.82	777.27	750.00	513.85	473.85	480.00	480.00	-	-36.00%	CURRENT YR HISTORY
PUBLISHING & ADS	-	93.71	140.00	38.86	38.86	200.00	100.00	(100.00)	-28.57%	CLASSIFIED-OPEN POSITION
DATA PROCESSING	2,542.84	3,363.14	2,740.00	3,056.09	2,891.09	2,980.00	2,980.00	-	8.76%	CURRENT YR HISTORY
LANDFILL FEES	33,053.50	38,981.00	37,320.00	36,045.75	33,045.75	38,000.00	38,220.00	220.00	2.41%	PENDING RATE INCREASE
CLEAN-UP DAY	-	3,106.05	3,000.00	4,173.60	4,173.60	-	-	-	-100.00%	DISCONTINUE DUMPSTERS
TOTAL FIXED COSTS						311,489.00	315,189.00			
REVENUE - FIXED COSTS						21,246.00	17,646.00			
CAPITAL OUTLAY	-	-	3,600.00	-	-	3,600.00	-	(3,600.00)	-100.00%	MOVE TO 2024
PASS THRU FUNDS	6,604.92	7,560.89	-	-	-	-	-	-		
TRANSFER	-	2,000.00	-	-	-	-	-	-		
DEPRECIATION	17,646.00	17,646.00	17,646.00	17,646.00	-	17,646.00	17,646.00	-	0.00%	
TOTAL EXPENDITURES	221,021.22	266,067.01	283,100.00	268,133.59	232,013.44	332,735.00	332,835.00	100.00	17.57%	
NET = REVENUE-EXPENSE	303.37	(5,362.67)	-	(18,983.57)	(24,063.42)	-	(0.00)	(0.00)		

ACCOUNT DESCRIPTION	2020	2021	2022 BUDGET	2022 PROJECTED	2022 ACTUAL	2023	2023	DRAFT	% OF CHANGE	NOTES & ASSUMPTIONS
	AUDITED ACTUAL	AUDITED ACTUAL				DRAFT BUDGET	FINAL BUDGET	VS FINAL	2022 TO 2023 F.BUDGET	

TRASH FUND -SUMMARY										
GARBAGE BEGINNING RESERVE	112,419.74	112,723.11		142,652.00			123,668.43			
GARBAGE INCOME	221,324.59	260,704.34	283,100.00	249,150.02	207,950.02		332,835.00			
GARBAGE EXPENSE	221,021.22	266,067.01	283,100.00	268,133.59	232,013.44		332,835.00			
NET CHANGE	303.37	(5,362.67)	-	(18,983.57)	(24,063.42)		(0.00)			
GARBAGE ENDING RESERVE	112,723.11	107,360.44	-	123,668.43			123,668.43			
CAPITAL PURCHASES										
TOTAL CLASSIFIED FUND BAL	-	-	-		-		-			
UNASSIGNED FUND BAL	112,723.11	107,360.44	-		-		123,668.43			
EST UNASSIGNED	22,102.12	26,606.70					33,283.50			
25%	55,255.31	66,516.75					83,208.75			
50%	110,510.61	133,033.50					166,417.50			

Fund Balance

Projections



	FY2018	FY2019	% Change
Fund Balance	—	—	
Unassigned	\$248,637	\$112,419	-54.8%
Total Fund Balance:	\$248,637	\$112,419	-54.8%

DEBT

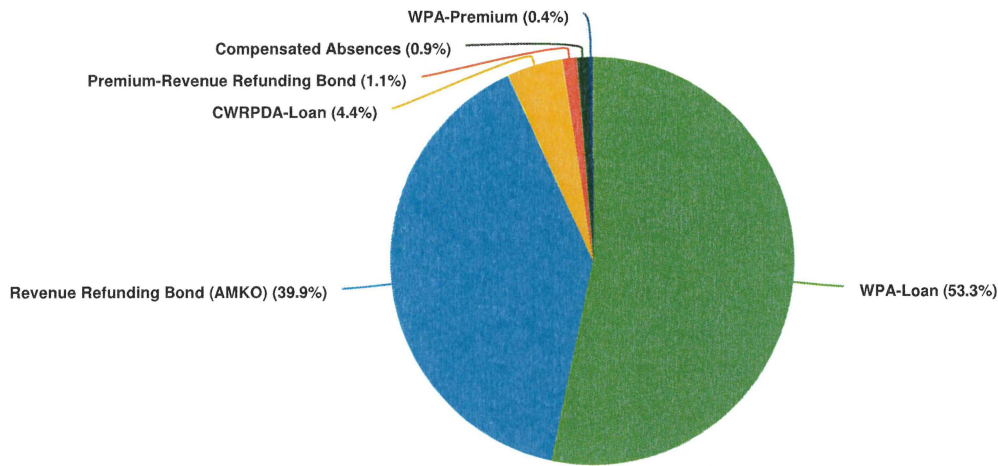
Debt Snapshot



\$4,140,221

\$2,189 (0.05% vs. 2019 year)

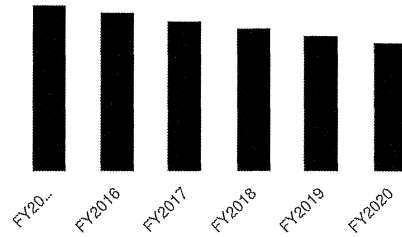
Debt by Type



Debt	FY2020 Actual
WPA-Loan	\$2,205,438
WPA-Premium	\$17,358
CWRPDA-Loan	\$183,623
RUS-Loan	\$0
Line of Credit	\$0
Capital Lease-Equipment	\$0
Compensated Absences	\$37,622
Revenue Refunding Bond (AMKO)	\$1,650,000
Premium-Revenue Refunding Bond	\$46,180
Total Debt:	\$4,140,221

WPA-Loan

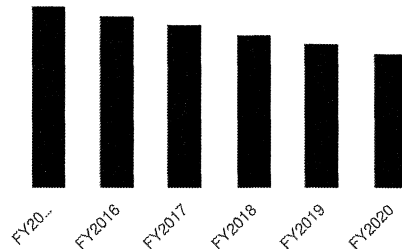
The Town has a Water Power Authority (WPA) loan agreement with CWRPDA for \$2,996,494 at 1.75% interest annually, with twice yearly payments ranging from about \$83,000 to \$91,000. The purpose of the loan is for improvements and the expansion of the existing water treatment facilities and distribution system. The Town pledged its net revenue from the operation of the water utility for repayment of the loan in the amount of approximately \$3,707,000 through 2035. Pledge revenues received during 2020 were \$138,138. The proportion of the pledged revenue to total related revenues is not estimable because annual total fees collected fluctuate. The Town is required to provide rates and charges in order to maintain coverage of 110% of the debt service due on the governmental agency bond coming due in each calendar year.



	FY2020
WPA-Loan	—
WPA-Loan	\$2,205,438
Total WPA-Loan:	\$2,205,438

WPA-Premium

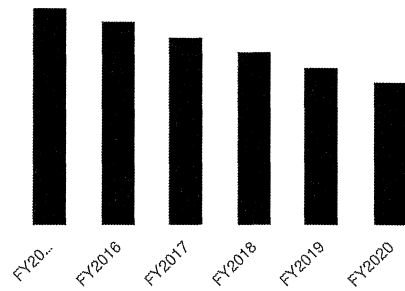
The loan balance includes a premium of \$25,431, which will be amortized over the life of the loan on a straight line basis. Yearly amortization will be \$1,211. The remaining premium balance is \$18,569 as of December 31, 2019.



	FY2020
WPA-Premium	—
WPA-Premium	\$17,358
Total WPA-Premium:	\$17,358

CWRPDA-Loan

The Town has a loan agreement with the Colorado Water Resources and Power Development Authority (CWRPDA), which originally enabled the Town to borrow up to \$448,200 at 1.75% interest annually, with payments of \$23,343 per year. The purpose of the loan was for upgrades to the lower water treatment plant. The project was completed in 2011, and the Town is no longer able to draw on the loan agreement. The Town pledged its net revenue from the operation of the water utility for repayment of the loan in the amount of approximately \$338,000 through 2029. Pledged revenues received during 2019 were \$23,343. The proportion of the pledged revenue to total related revenues is not estimable because annual total fees collected fluctuate. The Town is required to provide rates and charges in order to maintain coverage of 110% of the debt service due on the governmental agency bond coming due in each calendar year. As of December 31, 2019, the Town borrowed \$395,969, of which the Town has made principal payments of \$192,478. Principal and interest payments for the years following December 31, 2019 are as follows:



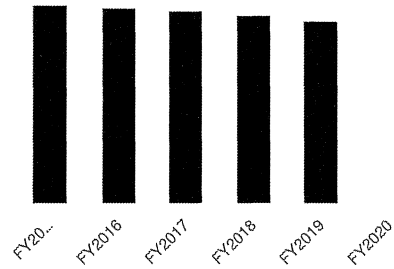
	Principal	Interest	Total
2020	\$19,869	\$3,475	\$23,344
2021	\$20,218	\$3,125	\$23,344
2022	\$20,573	\$2,770	\$23,344
2023	\$20,935	\$2,408	\$23,344
2024	\$21,303	\$2,040	\$23,344
2025 - 2029	\$100,593	\$4,452	\$105,045
Total	\$203,491	\$18,270	\$221,761

	FY2020
CWRPDA-Loan	—
CWRPDA-Loan	\$183,623
Total CWRPDA-Loan:	\$183,623

RUS-Loan

In 2020, the Town paid off this RUS-Loan with the proceeds from AMKO Refunding Bond Series 2020A.

The Town has an obligation to the U.S. Department of Agriculture's Rural Utilities Service (RUS), bearing interest at 4.375%. The bonds are payable in semi-annual installments of \$50,521, including interest, and are collateralized by the sewer system's pledged revenues through 2046, which is approximately \$3,250,000. Pledged revenues received amounted to \$101,042 during the year. The proportion of the pledged revenue to total sewer revenue is not estimable because annual total fees collected fluctuate. The purpose of the bonds was for construction improvements to the wastewater treatment plant and collection system. Principal and interest payments for the years following December 31, 2019 are as follows:



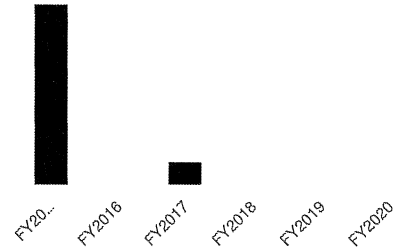
	Principal	Interest	Total
2020	\$38,290	\$62,752	\$101,042
2021	\$34,065	\$66,977	\$101,042
2022	\$35,586	\$65,456	\$101,042
2023	\$37,174	\$63,868	\$101,042
2024	\$38,833	\$62,209	\$101,042
2025 - 2029	\$221,769	\$283,441	\$505,210
2030 - 2034	\$275,887	\$229,323	\$505,210
2035 - 2039	\$343,210	\$162,000	\$505,210
2040 - 2044	\$426,962	\$78,248	\$505,210
2045 - 2046	\$111,975	\$4,208	\$116,153
Total	\$1,563,721	\$1,078,482	\$2,642,203

This loan requires a debt service reserve.

	FY2020
RUS-Loan	—
RUS-Loan	\$0
Total RUS-Loan:	\$0

Line of Credit

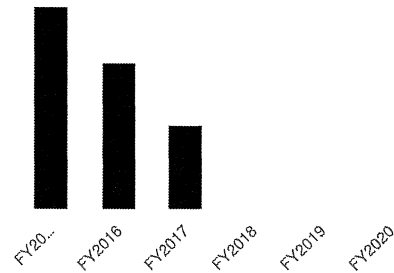
The Town had a \$200,000 working-capital line of credit with an interest rate of 1.55% and a maturity date of July 2020. As of December 31, 2019, there was \$0.00 outstanding balance on the line of credit.



	FY2020
Line of Credit	—
Line of Credit	\$0
Total Line of Credit:	\$0

Capital Lease-Equipment

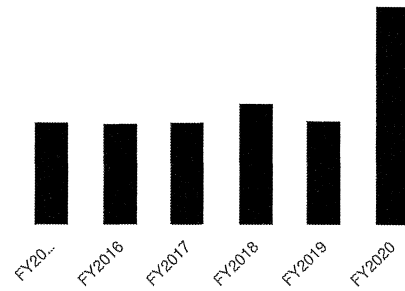
The Town has entered into three capital lease commitments effective May and June 2014 in order to acquire public safety and public works vehicles and equipment. Monthly payments on the capital leases range from approximately \$550 to \$700 per lease. All leases are for 60 months, with maturity dates in May and June 2019. These leases were paid off during 2018.



	FY2020
Capital Lease-Equipment	—
Capital Lease-Equipment	\$0
Total Capital Lease-Equipment:	\$0

Compensated Absences

Governments typically provide paid leave benefits to their employees, such as vacation leave and sick leave. Often, those benefits accumulate and employees are paid for some or all of their unpaid leave when they terminate employment. Statement 16 defined compensated absences in paragraph 1 as “absences for which employees will be paid, such as vacation, sick leave, and sabbatical leave.” In addition, pre-agenda research indicated some governments provide paid time off (PTO) and compensatory time off.



Statement 16 required that governments generally recognize a liability for compensated absences because employees are entitled to time off or a cash payment in exchange for services already rendered at the financial statement date. Statement No. 34, *Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local Governments*, included compensated absences as an example of a long-term liability.

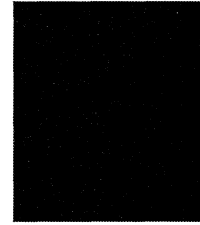
Statement 16 distinguished between different types of paid leave, providing different guidance for vacation leave and sick leave. Although many governments continue to provide those benefits separately, the use of PTO has become more common since Statement 16 was issued. With PTO, employees may use their accrued hours of paid leave for either vacation or sick time. Therefore, the distinction between vacation and sick leave in Statement 16 does not apply when governments provide PTO. Statement 16 allows for governments to choose one of two methods for accruing a liability for sick leave: termination payment method or vesting method.

Statement 34 requires compensated absences to be included in the disclosures of long-term liabilities. Those disclosures include increases and decreases during the year (separately presented) and the portion that is due within one year.

	FY2020
Compensated Absences	—
Compensated Absences	\$37,622
Total Compensated Absences:	\$37,622

Revenue Refunding Bond (AMKO)

The Town issued \$1,650,000 of Revenue Refunding Bonds, Series 2020A. The bonds were issued on September 28, 2020, with interest payments due June 1 and December 1 of each year through December 1, 2044, commencing June 1, 2021. Principal payments are due December 1 of each year commencing December 1, 2021. The bonds carry an interest rate of 3.0%. The bond refunding resulted in a decrease in required cashflow for debt service of \$401,412, which constitutes an economic gain on refunding of \$226,757. These bonds were used to refund the RUS Loan payable.



FY2020

The bonds do not constitute a lien on any physical property of the Town, but constitute a lien only on the net revenues of the water and sewer enterprise funds and all moneys on deposit in the Reserve Account. The Reserve Account is required to be maintained at \$100,750.

	FY2020
Revenue Refunding Bond (AMKO)	—
Revenue Refunding Bond (AMKO)	\$1,650,000
Total Revenue Refunding Bond (AMKO):	\$1,650,000

Premium-Revenue Refunding Bond

The Bonds were issued with a premium of \$46,180 which will be amortized on a straight-line basis through the life of the bonds and recognized as interest expense. Annual amortization will be \$1,925.



FY2020

	FY2020
Premium-Revenue Refunding Bond	—
Premium-Revenue Refunding Bond	\$46,180
Total Premium-Revenue Refunding Bond:	\$46,180

APPENDIX

Glossary

Abatement: A reduction or elimination of a real or personal property tax, motor vehicle excise, a fee, charge, or special assessment imposed by a governmental unit. Granted only on application of the person seeking the abatement and only by the committing governmental unit.

Accounting System: The total structure of records and procedures that identify record, classify, and report information on the financial position and operations of a governmental unit or any of its funds, account groups, and organizational components.

Accrued Interest: The amount of interest that has accumulated on the debt since the date of the last interest payment, and on the sale of a bond, the amount accrued up to but not including the date of delivery (settlement date). (See Interest)

Amortization: The gradual repayment of an obligation over time and in accordance with a predetermined payment schedule.

Appropriation: A legal authorization from the community's legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

Arbitrage: As applied to municipal debt, the investment of tax-exempt bonds or note proceeds in higher yielding, taxable securities. Section 103 of the Internal Revenue Service (IRS) Code restricts this practice and requires (beyond certain limits) that earnings be rebated (paid) to the IRS.

Assessed Valuation: A value assigned to real estate or other property by a government as the basis for levying taxes.

Audit: An examination of a community's financial systems, procedures, and data by a certified public accountant (independent auditor), and a report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool in evaluating the fiscal performance of a community.

Audit Report: Prepared by an independent auditor, an audit report includes: (a) a statement of the scope of the audit; (b) explanatory comments as to application of auditing procedures; (c) findings and opinions. It is almost always accompanied by a management letter which contains supplementary comments and recommendations.

Available Funds: Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other one-time costs.

Balance Sheet: A statement that discloses the assets, liabilities, reserves and equities of a fund or governmental unit at a specified date.

Betterments (Special Assessments): Whenever a specific area of a community receives benefit from a public improvement (e.g., water, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for its proportionate share of the cost of such improvements. The proportionate share may be paid in full or the property owner may request that the assessors apportion the betterment over 20 years. Over the life of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

Bond: A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year. (See Note)

Bond and Interest Record: (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal coming due each date and all other pertinent information concerning the bond issue.

Bonds Authorized and Unissued: Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by the community's legislative body to be removed from community's books.

Bond Issue: Generally, the sale of a certain number of bonds at one time by a governmental unit.

Bond Rating (Municipal): A credit rating assigned to a municipality to help investors assess the future ability, legal obligation, and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard and Poors, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and C1 is a very low rating.

Budget: A plan for allocating resources to support particular services, purposes and functions over a specified period of time. (See Performance Budget, Program Budget)

Capital Assets: All real and tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Assets)

Capital Budget: An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Assets, Fixed Assets)

Cash: Currency, coin, checks, postal and express money orders and bankers' drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.

Cash Management: The process of monitoring the ebb and flow of money in an out of municipal accounts to ensure cash availability to pay bills and to facilitate decisions on the need for short-term borrowing and investment of idle cash.

Certificate of Deposit (CD): A bank deposit evidenced by a negotiable or non-negotiable instrument, which provides on its face that the amount of such deposit plus a specified interest payable to a bearer or to any specified person on a certain specified date, at the expiration of a certain specified time, or upon notice in writing.

Classification of Real Property: Assessors are required to classify all real property according to use into one of four classes: residential, open space, commercial, and industrial. Having classified its real properties, local officials are permitted to determine locally, within limitations established by statute and the Commissioner of Revenue, what percentage of the tax burden is to be borne by each class of real property and by personal property owners.

Collective Bargaining: The process of negotiating workers' wages, hours, benefits, working conditions, etc., between an employer and some or all of its employees, who are represented by a recognized labor union. regarding wages, hours and working conditions.

Consumer Price Index: The statistical measure of changes, if any, in the overall price level of consumer goods and services. The index is often called the "cost-of-living index."

Cost-Benefit Analysis: A decision-making tool that allows a comparison of options based on the level of benefit derived and the cost to achieve the benefit from different alternatives.

Debt Burden: The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

Debt Service: The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

Encumbrance: A reservation of funds to cover obligations arising from purchase orders, contracts, or salary commitments that are chargeable to, but not yet paid from, a specific appropriation account.

Enterprise Funds: An enterprise fund is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery--direct, indirect, and capital costs--are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the

"surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general fund at year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services.

Equalized Valuations (EQVs): The determination of the full and fair cash value of all property in the community that is subject to local taxation.

Estimated Receipts: A term that typically refers to anticipated local revenues often based on the previous year's receipts and represent funding sources necessary to support a community's annual budget. (See Local Receipts)

Exemptions: A discharge, established by statute, from the obligation to pay all or a portion of a property tax. The exemption is available to particular categories of property or persons upon the timely submission and approval of an application to the assessors. Properties exempt from taxation include hospitals, schools, houses of worship, and cultural institutions. Persons who may qualify for exemptions include disabled veterans, blind individuals, surviving spouses, and seniors.

Expenditure: An outlay of money made by municipalities to provide the programs and services within their approved budget.

Fiduciary Funds: Repository of money held by a municipality in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and other funds. These include pension (and other employee benefit) trust funds, investment trust funds, private- purpose trust funds, and agency funds.

Fixed Assets: Long-lived, assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

Fixed Costs: Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service costs or interest on loans.

Float: The difference between the bank balance for a local government's account and its book balance at the end of the day. The primary factor creating float is clearing time on checks and deposits. Delays in receiving deposit and withdrawal information also influence float.

Full Faith and Credit: A pledge of the general taxing powers for the payment of governmental obligations. Bonds carrying such pledges are usually referred to as general obligation or full faith and credit bonds.

Fund: An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

Fund Accounting: Organizing financial records into multiple, segregated locations for money. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues, and expenditures) are accounted for independently in accordance with specific regulations, restrictions or limitations. Examples of funds include the general fund and enterprise funds. Communities whose accounting records are organized according to the Uniform Municipal Accounting System (UMAS) use multiple funds.

GASB 34: A major pronouncement of the Governmental Accounting Standards Board that establishes new criteria on the form and content of governmental financial statements. GASB 34 requires a report on overall financial health, not just on individual funds. It requires more complete information on the cost of delivering value estimates on public infrastructure assets, such as bridges, road, sewers, etc. It also requires the presentation of a narrative statement the government's financial performance, trends and prospects for the future.

GASB 45: This is another Governmental Accounting Standards Board major pronouncement that each public entity account for and report other postemployment benefits in its accounting statements. Through actuarial analysis, municipalities must identify the true costs of the OPEB earned by employees over their estimated years of actual service.

General Fund: The fund used to account for most financial resources and activities governed by the normal appropriation process.

General Obligation Bonds: Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

Governing Body: A board, committee, commission, or other executive or policymaking body of a municipality or school district.

Indirect Cost: Costs of a service not reflected in the operating budget of the entity providing the service. An example of an indirect cost of providing water service would be the value of time spent by non-water department employees processing water bills. A determination of these costs is necessary to analyze the total cost of service delivery. The matter of indirect costs arises most often in the context of enterprise funds.

Interest: Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made. In the case of municipal bonds, interest payments accrue on a day-to-day basis, but are paid every six months.

Interest Rate: The interest payable, expressed as a percentage of the principal available for use during a specified period of time. It is always expressed in annual terms.

Investments: Securities and real estate held for the production of income in the form of interest, dividends, rentals or lease payments. The term does not include fixed assets used in governmental operations.

Line Item Budget: A budget that separates spending into categories, or greater detail, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.

Local Aid: Revenue allocated by the state or counties to municipalities and school districts.

Maturity Date: The date that the principal of a bond becomes due and payable in full.

Municipal(s): (As used in the bond trade) "Municipal" refers to any state or subordinate governmental unit. "Municipals" (i.e., municipal bonds) include not only the bonds of all political subdivisions, such as cities, towns, school districts, special districts, counties but also bonds of the state and agencies of the state.

Note: A short-term loan, typically with a maturity date of a year or less.

Objects of Expenditures: A classification of expenditures that is used for coding any department disbursement, such as "personal services," "expenses," or "capital outlay."

Official Statement: A document prepared for potential investors that contains information about a prospective bond or note issue and the issuer. The official statement is typically published with the notice of sale. It is sometimes called an offering circular or prospectus.

Operating Budget: A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.

Overlapping Debt: A community's proportionate share of the debt incurred by an overlapping government entity, such as a regional school district, regional transit authority, etc.

Performance Budget: A budget that stresses output both in terms of economy and efficiency.

Principal: The face amount of a bond, exclusive of accrued interest.

Program: A combination of activities to accomplish an end.

Program Budget: A budget that relates expenditures to the programs they fund. The emphasis of a program budget is on output.

Purchased Services: The cost of services that are provided by a vendor.

Refunding of Debt: Transaction where one bond issue is redeemed and replaced by a new bond issue under conditions generally more favorable to the issuer.

Reserve Fund: An amount set aside annually within the budget of a town to provide a funding source for extraordinary or unforeseen expenditures.

Revaluation: The assessors of each community are responsible for developing a reasonable and realistic program to achieve the fair cash valuation of property in accordance with constitutional and statutory requirements. The nature and extent of that program will depend on the assessors' analysis and consideration of many factors, including, but not limited to, the status of

the existing valuation system, the results of an in-depth sales ratio study, and the accuracy of existing property record information.

Revenue Anticipation Note (RAN): A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.

Revenue Bond: A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.

Revolving Fund: Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service.

Sale of Real Estate Fund: A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure.

Stabilization Fund: A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose.

Surplus Revenue: The amount by which cash, accounts receivable, and other assets exceed liabilities and reserves.

Tax Rate: The amount of property tax stated in terms of a unit of the municipal tax base; for example, \$14.80 per \$1,000 of assessed valuation of taxable real and personal property.

Tax Title Foreclosure: The procedure initiated by a municipality to obtain legal title to real property already in tax title and on which property taxes are overdue.

Trust Fund: In general, a fund for money donated or transferred to a municipality with specific instructions on its use. As custodian of trust funds, the treasurer invests and expends such funds as stipulated by trust agreements, as directed by the commissioners of trust funds or by the community's legislative body. Both principal and interest may be used if the trust is established as an expendable trust. For nonexpendable trust funds, only interest (not principal) may be expended as directed.

Uncollected Funds: Recently deposited checks included in an account's balance but drawn on other banks and not yet credited by the Federal Reserve Bank or local clearinghouse to the bank cashing the checks. (These funds may not be loaned or used as part of the bank's reserves and they are not available for disbursement.)

Undesignated Fund Balance: Monies in the various government funds as of the end of the fiscal year that are neither encumbered nor reserved, and are therefore available for expenditure once certified as part of free cash.

Unreserved Fund Balance (Surplus Revenue Account): The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected. (See Free Cash)

Valuation (100 Percent): The legal requirement that a community's assessed value on property must reflect its market, or full and fair cash value.

BANK BALANCES 2022

BANK	ACCOUNT	JAN	MAY	JUNE	JULY	AUG	SEP	OCT	X
OPERATING ACCOUNTS									
UBB (FSBC)	PREV BAL	225,029.68	207,232.05	238,304.70	255,061.81	443,675.60	267,693.29	280,364.71	
OPS - 0733	CKS/DR	398,510.48	303,741.17	282,387.43	308,356.18	543,181.83	339,022.65	211,535.78	
	DEP/CR	274,483.75	334,813.82	299,144.54	496,969.97	367,199.52	351,694.07	306,185.44	
	END BAL	101,002.95	238,304.70	255,061.81	443,675.60	267,693.29	280,364.71	375,014.37	X
	RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC)	PREV BAL	25.00	2,415.30	28,911.67	3,234.63	15.00	97.35	209.70	
PAYROLL - 3629	CKS/DR	45,021.34	56,540.39	77,820.74	51,310.35	47,533.58	49,812.02	48,498.43	
	DEP/CR	45,021.34	83,036.76	52,143.70	48,090.72	47,615.93	49,924.37	48,590.78	
	END BAL	25.00	28,911.67	3,234.63	15.00	97.35	209.70	302.05	X
	RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
RESECTRICTED FUND ACCOUNTS									
UBB (FSBC)-3858	PREV BAL	25.00	25.00	25.00	25,025.00	25,025.00	25,025.00	25,025.00	
GRANT	CKS/DR	-	-	-	-	-	-	-	
PASS-THRU	DEP/CR	-	-	25,000.00	-	-	-	-	
	END BAL	25.00	25.00	25,025.00	25,025.00	25,025.00	25,025.00	25,025.00	X
	RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC) (FCNB)	PREV BAL	25.00	25.00	25.00	25.00	40,912.00	40,912.00	40,912.00	
INTERNAL - 0571	CKS/DR	-	-	-	-	-	-	-	
GRANTS	DEP/CR	16,024.38	-	-	40,887.00	-	-	-	
	END BAL	16,049.38	25.00	25.00	40,912.00	40,912.00	40,912.00	40,912.00	X
	RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC) - 0911	PREV BAL	12,563.11	12,750.00	12,750.00	12,750.00	12,750.00	12,750.00	12,799.23	
PARK	CKS/DR	4,813.11	-	-	-	-	-	49.23	
CONTRIBUTION	DEP/CR	-	-	-	-	-	49.23	-	
	INT/CR	-	-	-	-	-	-	-	
	END BAL	7,750.00	12,750.00	12,750.00	12,750.00	12,750.00	12,799.23	12,750.00	X
	RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC) - 2318	PREV BAL	58,482.72	58,530.80	58,543.23	58,550.45	58,557.91	58,565.37	58,572.59	
WWTP	CKS/DR	-	-	-	-	-	-	-	
	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	12.42	12.43	7.22	7.46	7.46	7.22	7.46	
	END BAL	58,495.14	58,543.23	58,550.45	58,557.91	58,565.37	58,572.59	58,580.05	X
	RATE	0.25%	0.25%	0.15%	0.15%	0.15%			
UBB (FSBC) (FCNB)	PREV BAL	10,406.97	10,412.11	10,413.44	10,414.30	10,415.18	10,416.06	10,416.92	
CONSERV	CKS/DR	-	-	-	-	-	-	-	
TRUST 0857	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	1.33	1.33	0.86	0.88	0.88	0.86	0.88	
	END BAL	10,408.30	10,413.44	10,414.30	10,415.18	10,416.06	10,416.92	10,417.80	X
	RATE	0.15%	0.15%	0.10%	0.10%	0.10%			
UBB (FSBC) - 0563	PREV BAL	(9.19)	0.00	0.00	0.00	0.00	0.00	0.00	
SPACE TO	CKS/DR	-	-	-	-	-	-	-	
CREATE	DEP/CR	10.00	-	-	-	-	-	-	
	INT/CR	-	-	-	-	-	-	-	
	END BAL	0.81	0.00	0.00	0.00	0.00	0.00	0.00	X
	RATE	0.00%							

BANK BALANCES 2022

BANK	ACCOUNT	JAN	MAY	JUNE	JULY	AUG	SEP	OCT	X
INVESTMENT ACCOUNTS									
UBB (FSBC) - 3637	PREV BAL	1,392,857.03	1,494,246.92	1,594,637.51	1,694,912.81	1,845,208.96	2,095,552.56	2,195,905.28	
MMKT	CKS/DR	-	-	-	-	-	-	-	
RESERVE	DEP/CR	-	100,000.00	100,000.00	150,000.00	250,000.00	100,000.00	-	
	INT/CR	354.89	390.59	275.30	296.15	343.60	352.72	373.03	
	END BAL	1,393,211.92	1,594,637.51	1,694,912.81	1,845,208.96	2,095,552.56	2,195,905.28	2,196,278.31	X
RATE		0.30%	0.300%	0.200%	0.200%				
COLO	PREV BAL	1,758,506.32	1,759,774.94	1,760,957.77	1,762,652.96	1,765,131.73	1,768,506.23	1,772,319.09	
TRUST	CKS/DR	-	-	-	-	-	-	-	
PLUS+	DEP/CR	-	-	-	-	-	-	-	
INVESTMENT	INT/CR	109.84	1,182.83	1,695.19	2,478.77	3,374.50	3,812.86	4,831.07	
	END BAL	1,758,616.16	1,760,957.77	1,762,652.96	1,765,131.73	1,768,506.23	1,772,319.09	1,777,150.16	X
AVG RATE		0.07%	0.79%	1.17%	0.03%	2.25%			
UBB (14) (FSBC)	PREV BAL	203,237.95	203,413.42	203,413.42	203,592.95	203,592.95	203,592.95	203,772.64	
18MO	CKS/DR	-	-	-	-	-	-	-	
CD-2143	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	-	-	179.53	-	-	179.69	-	
	END BAL	203,237.95	203,413.42	203,592.95	203,592.95	203,592.95	203,772.64	203,772.64	X
AVG RATE		0.35%	0.35%	0.35%	0.35%				
UBB (31) (FSBC)	PREV BAL	260,073.18	260,592.42	260,592.42	260,592.42	260,852.42	260,852.42	260,852.42	
18MO	CKS/DR	-	-	-	-	-	-	-	
CD-2143	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	262.34	-	-	260.00	-	-	263.12	
	END BAL	260,335.52	260,592.42	260,592.42	260,852.42	260,852.42	260,852.42	261,115.54	X
AVG RATE		0.40%	0.40%	0.40%	0.40%				
LINE-OF-CREDIT									
UBB (FSBC)	PREV BAL	-	-	-	-	-	-	-	
LOC	CKS/DR	-	-	-	-	-	-	-	
\$200,000.00	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	-	-	-	-	-	-	-	
	END BAL	-	-	-	-	-	-	-	X
AVG RATE									
TOTAL	PREV BAL	3,921,222.77	4,009,417.96	4,168,574.16	4,286,812.33	4,666,136.75	4,743,963.23	4,861,149.58	
TOTAL	CKS/DR	448,344.93	360,281.56	360,208.17	359,666.53	590,715.41	388,834.67	260,083.44	
TOTAL	DEP/CR	335,539.47	517,850.58	476,288.24	735,947.69	664,815.45	501,667.67	354,776.22	
TOTAL	INT/CR	740.82	1,587.18	2,158.10	3,043.26	3,726.44	4,353.35	5,475.56	
TOTAL 2022 ACCOUNTS		3,809,158.13	4,168,574.16	4,286,812.33	4,666,136.75	4,743,963.23	4,861,149.58	4,961,317.92	
TOTAL 2021 ACCOUNTS		2,695,410.75	3,033,101.71	3,353,077.83	3,460,866.44	3,534,971.86	3,678,531.65	3,773,355.32	
TOTAL 2020 ACCOUNTS		2,498,095.32	2,766,714.22	2,844,095.58	2,838,734.18	2,859,369.34	2,808,076.56	2,958,371.20	
TOTAL 2019 ACCOUNTS		1,952,778.56	2,560,627.61	2,606,146.61	2,665,999.92	2,668,988.15	2,554,128.62	2,617,541.25	
TOTAL 2018 ACCOUNTS		2,243,850.59	2,787,133.34	2,909,775.06	2,883,634.79	2,888,148.39	2,489,282.80	2,373,303.20	
TOTAL 2017 ACCOUNTS		1,916,629.29	2,363,845.59	2,079,469.54	2,015,506.17	1,857,731.32	2,565,761.51	2,498,308.06	
TOTAL 2016 ACCOUNTS		987,595.88	1,917,756.35	1,967,252.20	1,874,857.87	1,894,042.44	1,883,051.68	1,879,795.32	
TOTAL 2015 ACCOUNTS		1,653,400.33	1,759,581.96	1,718,267.39	1,593,788.44	1,677,560.21	1,550,452.03	1,568,412.32	
TOTAL 2014 ACCOUNTS		2,036,560.85	2,069,077.88	2,002,370.22	1,956,418.34	1,991,633.33	2,054,088.02	2,074,813.39	
TOTAL 2013 ACCOUNTS		2,361,290.03	2,320,709.32	2,286,978.98	1,978,090.95	1,887,185.49	2,153,583.57	2,175,646.11	
TOTAL 2012 ACCOUNTS		2,362,402.55	2,202,233.11	2,152,976.82	2,357,742.26	2,373,017.68	2,356,132.02	2,552,358.60	#
2020 VS 2021		1,113,747.38	1,135,472.45	933,734.50	1,205,270.31	1,208,991.37	1,182,617.93	1,187,962.60	



Paonia Police Department

DEPARTMENT BRIEFING: SUMMARY OF PROGRESS

12/01/2022

- Completed active shooter training at the Paonia VoTech campus with the surrounding agencies. Training included scenarios, as well as real time simunitions training and incident debriefs.
- Assisted North fork High School with student interviews. The interviews were part of a program to help students develop skills for further academic and vocational interviews.
- Attended the North Fork Public Safety Day at the Paonia K-8. This event is organized by North Fork EMS and includes the Fire Department, local law enforcement, and EMS personnel. This event allows the students to openly ask questions and look at the various equipment used by each organization.
- Participated in the Paonia K-8 school ALICE drill. Worked with school administrative staff to identify strengths and weaknesses in the training moving forward. The students and staff who participated did an exceptional job and should be commended for their efforts.
- A purchasing agreement has been signed to acquire a 2021 Hybrid Ford F-150 for \$47,300.00. Outfitted with state required emergency equipment the total vehicle cost will be approximately \$55,278.16
- Continued updating department forms to better represent current requirements. Examples include VIN inspections, employee complaint form and town letterhead requisition form.
- Conducted in-person departmental interviews with multiple candidates in reference to the two current department openings.
- Met with Delta County DA Zentner and members of the surrounding agencies. Topics discussed included sharing of information and streamlining paper documents.

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 11/01/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:38:31	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 11/02/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:27:56	Elder Abuse	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
11:58:14	SUSPICIOUS	2ND ST, Paonia, CO	PPD	PPD	
15:30:41	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 11/04/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:16:22	SHOPLIFTING	2ND ST, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 1					

Date Occurred: 11/06/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
18:07:33	MISSING PERSON	BOX ELDER AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 11/07/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:01:14	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
12:39:56	WILDLIFE	NORTH FORK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 11/08/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:02:38	Wanted Person	3RD St, Paonia, CO	PPD	PPD	A
14:06:26	AGENCY ASSIST	3RD ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 11/09/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:21:16	Traffic Stop	MAIN AVE, Paonia, CO	PPD	PPD	CIT
13:47:00	TRAFFIC	OAK AVE, Paonia, CO	PPD		CIT
17:56:26	WELFARE CHECK	MAIN AVE, Paonia, CO	PPD	PPD	
20:29:34	CITIZEN ASSIST	CLARK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 4					

Date Occurred: 11/10/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:28:21	ANIMAL CONTROL	CLARK AVE, Paonia, CO	PPD	PPD	
13:24:48	CITIZEN ASSIST	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 11/12/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
05:02:57	Disturbance	OAK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 11/13/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
01:11:31	SUSPICIOUS	GRAND AVE, Paonia, CO	PPD	PPD	
10:20:22	WELFARE CHECK	ONARGA AVE, Paonia, CO	PPD	PPD	
17:09:42	ASSAULT	Poplar AVE., Paonia, CO	PPD	PPD	
17:52:00	TrafficAccident	SAMUEL WADE RD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 4					

Date Occurred: 11/14/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:57:54	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
14:24:08	ANIMAL CONTROL	STAHL RD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 11/15/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:34:50	RESTR/PROT ORDR	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 11/16/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:45:00	Disturbance	OAK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 11/17/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:32:22	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 11/18/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:07:35	AGENCY ASSIST	HIGHWAY 133, Paonia, CO	PPD	DIST3	
17:36:31	AGENCY ASSIST	SHADY LN, Paonia, CO	PPD	DIST3	
20:51:11	911/hangup	NIAGARA AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 11/21/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:10:22	WELFARE CHECK	MAIN AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 11/23/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:45:59	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
22:24:35	CRIM MISCHIEF	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 11/25/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:58:13	CIVIL PROBLEM	DORRIS AVE, Paonia, CO	PPD	PPD	
16:29:52	AGENCY ASSIST	PUMPKIN HOLLOW RD, Hotchkiss, CO	PPD	DIST3	
Total Incidents for this Date: 2					

Date Occurred: 11/26/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:16:18	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	VW
23:25:39	CITIZEN ASSIST	thomas waldos,	PPD		
Total Incidents for this Date: 2					

Date Occurred: 11/27/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:55:30	Traffic Stop	Pan American AVE., Paonia, CO	PPD	PPD	CIT
20:58:18	Traffic Stop	Grand AVE., Paonia, CO	PPD	PPD	VW
Total Incidents for this Date: 2					

Date Occurred: 11/29/22

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:43:47	SEX OFFENSE	OAK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Total reported: 39


CIT -4, VW -2, A -1

CIT = Citation
 VW = Verbal Warning
 A = Arrest

Report Includes:

All dates between `00:00:01 11/01/22` and `00:00:01 11/30/22`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

AGENDA SUMMARY FORM

	Disposal of town vehicle in exchange for position at Police Academy
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber



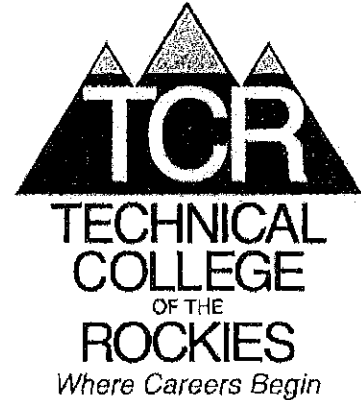
LAW ENFORCEMENT ACADEMY

Application and Enrollment Process

About

The Law Enforcement Academy at the Technical College of the Rockies has been in Delta, Colorado since 1973.

When you Successfully complete the Law Enforcement Police Academy (POST), you will be State of Colorado POST Certified and able to apply to Colorado law enforcement agencies to be a police officer, deputy sheriff, or town marshal. The academy is approximately four months long depending on which semester you attend. During that time, you will be taught 52 different academic topics related to modern policing and three skills topics: Arrest Control, Law Enforcement Driving, and Firearms.



Details

Semester offered

- Fall
- Spring

Time

Monday - Friday

- 6am-5:00 pm with some exceptions

Location

- Delta Campus

Price

- \$9700*
- \$40 PEP EXAM FEE
- \$150 POST EXAM FEE (payable to POST)

*approximate cost, not including taxes, assessment, and state testing fees; subject to change.

Program Information

- 1 Semester
- Student must be 21 years of age or older
- 36 credits

Application Process:

- Online application
- Color copy of your driver's license (Front and Back)
- Official high school transcripts
- Tuition & Fees Acknowledgement Form

Enrollment Process:

- Register for TCR App by following the email link
- Download TCR App
- Upload of current CPR & First Aid card
- Upload of diploma if you have it
- Upload DD214 (if Applicable)
- FAFSA
- Complete CBI Background check
- Complete fingerprints & upload receipt
- Complete & submit uniform size form
- Sign up for PEP and Physical Agility Assessments
- Sign up for an Interview

Acceptance Process:

- Acceptance letter received
- Intent to Pay



Law Enforcement Police Academy (POST)

These items are purchased through TCR

Books List

Colorado Peace Officers Legal Sourcebook	40.25
Colorado Peace Officers Handbook	71.30
Investigating Officers Traffic Accident Reporting Manuel	39.87
Defensive Tactics Course (FBI)	57.93
CSI Manual	45.06
Standard Field Sobriety Testing	79.10
Standard Field Sobriety Testing Screening Procedures Field Notes	4.03
2022 Legislative Update Booklet	17.25
Critical Incidents	42.95
Emotional Survival for Law Enforcement	92.00
Verbal Judo- 2012 Edition	<u>13.74</u>
<u>TOTAL FOR BOOKS</u>	<u>503.45</u>

Supply List

Ammunition 9 mm 35 boxes	570.85
<u>TOTAL FOR Ammo</u>	<u>570.85</u>

Uniform Package

GALL'S

2	TR2592 Uniform Pant DK Navy	\$22.50	
2	SH4018 Uniform Shirt DK Navy	\$25.20	
2	TR2599 BDU Pant DK Navy	\$36.00	
1	Patrol Hat- HD121	\$54.00	
1	Tic UA024	\$11.70	
TOTAL FOR Gall's			233.10

Lasting Impressions

2	T- Shirts	6400 Gildan- Sport Gray (Logo on Left Chest- TCR Police Academy)	36.00
1	Sweat Shirt	ST254 TCR Police Academy on Front Chest Athletic Heather	38.00
2	Button up Shirt	5608 Navy-Light Stone Neckband (Logo on Left Chest- TCR Police Academy, Name on right chest)	60.00
4	TCR Police Logo Patches	(sewn on shirts from Gall's)	20.00
1	Cost of sewing patches		6.00
1	Hat- NE704 Graphite Black	(Last name is embroidered on back in white)	20.00
TOTAL FOR LASTING IMPRESSIONS			185.00

TOTAL BOOKS, AMMO & UNIFORM PACKAGE: 1492.40

Prices subject to change w/o notice: updated 10-18-22

Town of Paonia



Monday, December 12, 2022

Contract Acquisition

The Paonia Police Department is interested in hiring an officer who is currently employed by another police department. There is mutual interest from the officer; however, he is currently under contract with his department. The Paonia Police Department would like to purchase the balance of the officers' contract from his current employer, and in exchange the officer will sign a new employment contract with the Town of Paonia. The officer is already P.O.S.T. certified and is eligible to go on patrol immediately for the town. This would greatly reduce our on-call load for current staff and lessen the training requirements which would be necessary for a new inexperienced officer.



AGENDA SUMMARY FORM

	Approval of contract acquisition for Corporal position
---	--

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

PUBLIC WORKS

- Sixteen of the twenty-four CIRSA recommended fixes have been completed. We will continue working on this list as parts arrive to complete them.
- Leaf vac has been out as much as possible as the weather and time permits.
- We are dedicating some time to making sure meter pits are insulated to protect them from freezing and that lids are on, work also continues replacing meters.
- Work on fleet maintenance as well and making sure our equipment is ready for winter.
- We have also been working with the Interim Manager and JDS Hydro on planning and scheduling upcoming projects with water distribution.
- Spending some time reorganizing the shop and our other storage areas to make room for the supplies that were kept at the Apple Valley shed. I also received several bids for replacing the shed for CIRSA.

Public Works/Town Shop Tool Request		
Snap-on Deep Socket Sets	379.62	
Snap-on Screwdriver Sets	186.34	
Snap-on Maintenance Tool Kit	10904.85	*Account with Snap-on that gives us municipal and industrial discounts
DeWalt (Amazon)	3383.57	*Includes flammable storage cabinet that is to solve a CIRSA survey fix
Walk behind saw	1879	*Picture quote included is old but price is current on this request
Requested Amount	16733.38	Please allow for shipping and price differences



Quote

Submit to Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number IMP-001023830
Quote Date 11/4/2022
Quote Expiration Date 1/3/2023
Customer Name PAONIA, TOWN OF
Customer BP 201452604
Contact Name Cory Heiniger
Email coryheiniger_pw@townofpaonia.com
Phone Number 970-417-6820
Sales Rep BRITTING, KEVIN
Mobile # 720-760-1866
Email Address Kevin.Britting@snapon.com

Ship Via 1 - UPS GROUND
Payment Terms P45 - NET 45 DAYS
Ship to 201452604
PAONIA, TOWN OF
214 GRAND AVE PO BOX 460
PAONIA CO 81428
Bill to 201452600
DO NOT MAIL DO NOT MAIL
214 GRAND AVE / PO BOX 460
finance@townofpaonia.com
PAONIA CO 81428

Line Number	Part Number	Description	Commodity	COO	Quantity	Unit Net Price	Line Total
1	JHWWSBD-13RC	3/8 DR DEEP SKT SET 12PT 13PC	8204200000	USA	1	\$89.19	\$89.19
2	JHW31936	SKT SET 3/8 DR 14 PC	8204200000	TWN	1	\$54.53	\$54.53
3	JHWWSSD-11RC	1/2 DR DEEP SKT SET 12-PT 11-P	8204200000	USA	1	\$109.29	\$109.29
4	JHWMSSD-12RC	1/2 DR DEEP SKT SET 12-PT 12-P	8204200000	USA	1	\$126.61	\$126.61

Total Weight 18.61 lbs
Sub Total \$379.62
Shipping \$0.00
Tax \$0.00

Grand Total \$379.62

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.



Quote

Submit to Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number IMP-000982921
Quote Date 8/15/2022
Quote Expiration Date 10/14/2022
Customer Name PAONIA, TOWN OF
PAONIA, TOWN OF
Customer BP 201452604
Contact Name Cory Heiniger
Email coryheiniger_pw@townofpaonia.com
Phone Number 970-417-6820
Sales Rep BRITTING, KEVIN
Mobile # 720-760-1866
Email Address Kevin.Britting@snapon.com

Ship Via 1 - UPS GROUND
Payment Terms P45 - NET 45 DAYS
Ship to 201452604
PAONIA, TOWN OF PAONIA, TOWN OF
214 GRAND AVE PO BOX 460
PAONIA CO 81428
Bill to 201452600
DO NOT MAIL DO NOT MAIL
214 GRAND AVE / PO BOX 460
finance@townofpaonia.com
PAONIA CO 81428

Line Number	Part Number	OEM SKU	Description	COO	Quantity	List Price	Unit Net Price	Line Total
1	SGDX80BR		8PC COMBO INS S/GR RED SD SET	USA	1	\$191.73	\$104.47	\$104.47
2	SGDTRX50BR		5PC TORX INS TP S/GR RED SDSET	USA	1	\$150.24	\$81.87	\$81.87

Total Weight 4.09 lbs
Sub Total \$186.34
Shipping \$0.00
Tax \$0.00

Grand Total \$186.34

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.



Quote

Submit to
Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number IMP-001023736
Quote Date 11/4/2022
Quote Expiration Date 1/3/2023
Customer Name PAONIA, TOWN OF
Customer BP 201452604
Contact Name Cory Heiniger
Email coryheiniger_pw@townofpaonia.com
Phone Number 970-417-6820
Sales Rep BRITTING, KEVIN
Mobile # 720-760-1866
Email Address Kevin.Britting@snapon.com

Ship Via 1 - UPS GROUND
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Bill to 201452600
DO NOT MAIL DO NOT MAIL
214 GRAND AVE / PO BOX 460
finance@townofpaonia.com
PAONIA CO 81428

Line Number	Part Number	Description	Commodity	COO	Quantity	Unit Net Price	Line Total
1	ITKCARTRED	IND CART RED MAINT TOOLS KIT	8206000000	USA	1	\$10,904.85	\$10,904.85

Total Weight 528.77 lbs
Sub Total \$10,904.85
Shipping \$0.00
Tax \$0.00

Grand Total \$10,904.85

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.



Proceed to checkout (7 items)



DEWALT 20V MAX Battery, Lithium Ion, 4-Ah & 2-Ah, 4-Pack (DCB3244)

\$159⁰⁰

Eligible for FREE Shipping & FREE Returns
In Stock

Quantity selector: trash icon, 1, +

Delete

Save for later

Compare with similar items



DEWALT 20V MAX Power Tool Combo Kit, 10-Tool Cordless Powe...

\$599⁰⁰

Eligible for FREE Shipping & FREE Returns
Only 3 left. Order now.

Style: 10-Tool Combo Kit Only

Quantity selector: trash icon, 1, +

Delete

Save for later

Compare with similar items



DEWALT 20V MAX XR Hammer Drill, Brushless, 3-Speed, Tool Only (DC...

\$195⁰²

Business Price

In Stock

Shipped from: CPO Outlets

Style: Hammer Drill Only





Proceed to checkout (7 items)



Business Price

In Stock

Shipped from: CPO Outlets

Style: Hammer Drill Only



1



Delete

Save for later

Compare with similar items



DEWALT 20V MAX XR Impact Wrench Combo Kit, 1/2-Inch & 3/...

\$529⁰⁰

Business Price

Eligible for FREE Shipping & FREE Returns

Only 2 left. Order now.



2



Delete

Save for later

Compare with similar items

Returns are easy

Returns until January 31 on millions of eligible items



Don't forget to checkout with Pay by Invoice - with no interest or fees.



Subtotal \$3,383⁵⁷

Part of your order qualifies for FREE Shipping. Choose this option at checkout. See details

Proceed to checkout (7 items)

Send as a gift. Include custom message



Durham 1060M-50 Flammable Storage, 60 Gallon, Manual, Yellow

\$1,234⁵⁵

Business Price

Eligible for FREE Shipping

Usually ships within 1 to 2 weeks.



1



Delete

Save for later

Compare with similar items



DEWALT 20V MAX Battery Starter Kit with 2 Batteries, 5.0Ah (DCB20...)

\$138⁰⁰

Only 18 left. Order now.

Shipped from: S\$J Solutions

Style: Starter kit w/ 2 batteries



1



Delete

Save for later

Compare with similar items



CC3538JK Electronic Fuel Injected Saw

Part# 5801168

Price: \$19,120**Features & Benefits:**

Plus freight and tax

- Kohler gasoline 38HP fuel-injected engine
- Great mid-size saw for service, utility work, and rental
- Jackshaft allows full engine power
- Easy to maneuver self-propelled drive
- Engine adjustment mechanism for belt tightening and maintenance
- Strongest frame on the market
- 30% more torque with jackshaft design
- Fits through a 30" door frame

**SPECIFICATIONS**

Max Depth of Cut with 14" Blade
 Max Depth of Cut with 20" Blade
 Max Depth of Cut with 26" Blade
 Max Depth of Cut with 30" Blade
 Blade Shaft Diameter
 Arbor Size
 Blade Shaft Drive
 Blade Mounting
 Blade Raise/Lower
 Transmission
 Drive Speed
 Air Filter
 Fuel Capacity

4-3/8"
 7-3/8"
 10-3/8"
 12-3/8"
 1-3/4"
 1" with single drive pin
 6 belts
 Right or left
 Electro-hydraulic pump
 Eaton Model 10
 0-200 feet per minute
 4-stage
 6 gallon

CC3538JK-26	Kohler	38 HP	26"	5801168	72179	1030
	Command Pro					
	ECH980 EFI					
	Gas					

2 IN STOCK! HURRY!

Husqvarna FS309 Walk Behind Saw

PRICE: \$1,793

*Plus freight and tax

Output power (As rated by the engine/motor manufacturer) 8.4 hp
 Engine cooling Air
 Fuel tank volume 179 fl oz


Arbor diameter 1 in
 Blade depth control Handwheel
 Blade diameter, max 14 in
 Cutting depth, max 4.9 in

1 IN STOCK! HURRY!

BULK PURCHASE DISCOUNTS AVAILABLE - CALL YOUR ACCOUNT MANAGER TODAY!

1-800-445-1697
 WWW.PRDIAMOND.COM

AGENDA SUMMARY FORM

	Public Hearing Resolution 2022-13- Declaring the Decision to Opt-Out of FAMLI
---	--

Summary:

Vote:	Trustee Knutson	Trustee Markle	Trustee Smith
Trustee Stelter	Trustee Valentine	Trustee Weber	Mayor Bachran (Tie)

RESOLUTION 13-2022

A RESOLUTION OF THE TOWN OF PAONIA, COLORADO DECLARING THE DECISION TO OPT OUT OF THE COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM (FAMLI)

WHEREAS, the Town provides twice the paid leave mandated by the Colorado Healthy Families and Workplaces Act, C.R.S. § 8-13.3-401 et seq., and provides other paid leave more generously than required by Colorado law; and

WHEREAS, the Town of Paonia allows its employees to accrue sick leave and to carry unused sick leave over from one year to the next, to a maximum of 18 weeks of paid leave; and

WHEREAS, the Town pays sick leave to its employees at 100% of the employee’s wage, versus the partial reimbursement provided under the Colorado Paid Family and Medical Leave Insurance Program (FAMLI); and

WHEREAS, the C.R.S. § 8-13.3-522 provides that a local government employers may decline participation in the FAMLI program by vote of the governing body; and

WHEREAS, it is the desire of the Board of Trustees to decline participation in the FAMLI program to include declining to collect and remit employee premiums to the State for those employees who elect coverage under FAMLI.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the town of Paonia, Colorado, that:

1. The Town of Paonia hereby declines participation in the Colorado Paid Family and Medical Leave Insurance Program to include declining to collect and remit employee premiums to the State for those employees who elect coverage under FAMLI.
2. Notice of this Declaration shall be provided to the Colorado Division of Labor and Employment.


THIS RESOLUTION WAS READ AND ADOPTED by the Board of Trustees of the Town of Paonia on this 22th day of November 2022.

Mary Bachran, Mayor

ATTEST:

Corinne Ferguson, Town Clerk

AGENDA SUMMARY FORM

	<p>Contract for SGM for General Engineering</p>
---	---

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

To: Mayor Bachran and Board of Trustees

From: Leslie Klusmire, Interim Town Administrator
Nick Cotton-Baez, Town Attorney

RE: SGM Master Contract resolution

Date: December 13, 2022

In negotiating SGM’s master contract with the Town of Paonia, the Town Attorney and I need Board input as to how to resolve the issue regarding SGM’s requested change to the indemnification section; i.e., removing the contractor’s defense obligation. The decision on whether to accept the change involves Board discretion.

The issue is as follows:

- **Section 7, Indemnification:** SGM states: “The duty to defend is not included as part of our professional liability insurance.”

From the Town Attorney: Many professional liability insurance policies do not include litigation defense coverage. Some municipalities require contractors to defend them against third-party suits against them when arising out of contractor negligence, *even if the contractor’s insurance policy does not cover defense.*

On the other hand, some municipalities have removed the contractor’s defense obligation when a contractor represents its insurance policy does not cover defense.


As relevant here, if the Town agrees to the removal of SGM’s obligation to defend the Town, the Town’s insurer (assuming the Town has contracts coverage) would pay the cost of defending the lawsuit up front, subject to reimbursement by SGM under its indemnification obligation (upon proving the contractor’s negligence).

SGM has also requested the removal of references in the indemnification section to “intentional wrongful conduct.” The Town Attorney recommends that such references be restored. Intentional acts are wholly within SGM’s control, and thus SGM should be required to indemnify the Town against suits arising out of SGM’s intentional wrongful conduct (regardless of whether SGM’s insurance covers the suits).

SGM has also requested the removal of its obligation to bear costs and expenses (e.g., court costs, expert witness fees and attorneys’ fees) incurred by the Town or SGM, if a court were to determine that these incurred costs and expenses were related to SGM’s negligent acts, errors, and omissions or intentional wrongful conduct. The Town Attorney recommends that the obligation be restored. Indeed, the Town should be held harmless from *all* litigation costs and expenses if the Town were sued by a third party for SGM’s negligent acts, errors, and omissions or intentional wrongful conduct.

Please let us know whether you’re okay with removing SGM’s defense obligation from Section 7, and whether you’d like the Town Attorney to update the draft as otherwise recommended.

AGENDA SUMMARY FORM

	<p>Contract for JDS Hydro for General Water and Sewer Engineering</p>
---	---

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

MASTER SERVICES AGREEMENT

THIS Master Services Agreement ("Master Agreement" or "Agreement") is effective this 136th day of DecemberNovember, 2022, by and between Town of Paonia (hereinafter referred to as the "Client" or the "Town"), and JDS-Hydro, a Division of RESPEC Company, LLC (hereinafter referred to as the "Consultant").

Commented [NC1]: Update to Board approval date.

Commented [NC2]: No comma in legal name shown in registration on Colorado Secretary of State Business Database.

WITNESSETH:

The Client, the Town of Paonia, an incorporated political subdivision of Delta County located in the state of Colorado, ~~which~~ desires to engage with JDS-Hydro for the purposes of providing general engineering services to support the Town's raw water, potable water, wastewater collections, and wastewater treatment systems. This Master Services Agreement is agreed such that the Consultant can provide such municipal engineering services.

NOW, THEREFORE, the parties hereby agree as follows:

1. Performance of the Work.

The Consultant shall provide all labor and materials necessary to provide General Water and Wastewater Engineering Services for the Town of Paonia (the "Services") as more fully described in Attachment C – Scope of Work associated with this Master Agreement (hereinafter referred to as the "Work"). In the event of any conflict between the terms and conditions of this Agreement, and the terms and conditions of Attachment C, or any other attachment or exhibit to this Agreement, the terms and conditions of this Agreement shall control. Any change in the Work shall be authorized in writing by a Separate Task Order or Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply services to the Town. In its sole discretion, the Town may contract with other contractors or consultants to provide the same or similar services during the term of this Agreement.

2. Commencement and Term of the Agreement.

The Master Services Agreement shall commence on DecemberNovember 134, 2022, and shall end on December 31, 2023. The Master Services Agreement will automatically renew

Commented [NC3]: Update to date of service commencement.

annually unless either party terminates the Master Services Agreement in writing at least 30 days prior to the end of the term accordance with this Section or Section 24 hereof.

Any work associated with associated Task Orders shall identify specific schedules of the related work activities. The Consultant is expected to perform the work in conformance with the specifications provided by the Task Order and the Client. No specific task or work under a Task Order shall be commenced until the Town has in writing instructed the Consultant to commence work such Task Order, and, if requested by the Town, until after a pre-construction meeting of the Consultant and Town representatives. The Town shall have no obligation to pay the Consultant for work or services performed without such written instruction by the Town, or for work or services done prior to a pre-construction meeting when such meeting has been requested by the Town.

The Consultant shall finally complete each Task Order in a manner acceptable to the Town, and in compliance with this Agreement, and on or before the specific completion deadline established by the Town in writing for the specific Task Order. Prompt completion of the Services/Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Service/Works. Payment for the Services/Work under a Task Order shall only be made after the Services/Work under the applicable Task Order has been finally completed and accepted by the Town.

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

3. Consideration.

- a. For the successful completion of the Scope of Work, the Consultant shall be paid amounts on a time and materials basis or on a fixed-price lump sum basis ~~as more fully~~ not to exceed the amounts described in the related Task Orders.
- b. Unless otherwise specified in a Task Order, hourly rates for calendar years ~~2021-2022 & 2023~~ for time and materials contracts will be invoiced at the hourly rates provided in ~~Appendix Attachment~~ C. Hourly rates for ~~2022-2024~~ will be invoiced based on the RESPEC commercial price list in place at the time of the Task Order.
- c. Payment to the Consultant shall be made within thirty (30) days after receipt of an invoice from the Consultant. The invoice will be in the format as specified by the Client and shall contain at a minimum, the time period, and description of services provided. The invoice shall be submitted to the Client's Delegated Representative.
- d. In the event Consultant believes, in its sole discretion, that the Work goes beyond the scope of Services originally contemplated in this Agreement, Consultant ~~and Client~~ shall request an amendment to the Agreement which if agreed to by Client, shall be made in writing and executed by both Parties.
- e. Upon Consultant's completion of Work or delivery of Work Product as set forth in the Task Orders, Client shall have thirty (30) days to notify Consultant in writing of any nonconformance of the Work or Work Product under this Agreement. If Client does not notify Consultant in writing within thirty (30) days of completion or delivery of the Work or Work Product of any nonconformance, the Client shall have accepted delivery of the Work or Work Product. In the event Client notifies Consultant of nonconformance within thirty (30) days of completion or delivery of the Work or Work Product, Consultant shall have thirty (30) days to remedy the nonconformance.
- e.f. 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 Work, and (2) necessary for performance of the Services. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses,

and outside contractor fees. The Scope of Work 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. Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

Client’s Contracting Representative

Leslie Anne Klusmire – Interim Administrator, or successor
Town Administrator
Town of Paonia
214 Grand Avenue
PO Box 460
Paonia CO 81428
Phone: (970) 527-4102
Email: leslie@townofpaonia.com

Authority

Approve and issue change orders, not to exceed amounts budgeted and appropriated by the Paonia Board of Trustees in any fiscal year.

Client’s Delegated Representative

Leslie Anne Klusmire – Interim Administrator, or successor
Town Administrator
Town of Paonia
214 Grand Avenue
PO Box 460
Paonia CO 81428
Phone: (970) 527-4102
Email: leslie@townofpaonia.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

Consultant’s Contracting Representative

Philip Welling
3824 Jet Drive
Rapid City, SD 57703
(605) 394-6400
Phil.welling@respec.com

Authority

Approve and issue change orders, subject to Town’s approval in writing.

Consultant’s Delegated Representative

Douglas E. Schwenke, P.E.
5540 Tech Center Drive, Suite 100
Colorado Springs, CO 80919 (719)-227-0072;
Ext. 102 dschwenke@jdshydro.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

- 5. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property or to protect the same from damage, injury, or loss to all persons

performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto.

6. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client's manuals or procedures, without the prior written consent of the Client.

7. Work Product & Intellectual Property Rights. ~~All computer input and output, analyses, plans, documents, photographic images, tests, maps, surveys, electronic files and written material of any kind generated or developed for the Town by the Consultant in performance of this Agreement or the Work, are and shall remain the sole and exclusive property of the Town ("Work Product"). All such Work Product 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. Consultant shall not provide copies of any such Work Product to any other party without the prior written consent of the Town; provided, however, that the~~ The Consultant is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including Consultant Intellectual Property Rights (defined below) ~~therein not consisting of Work Product. Work Product prepared by Consultant pursuant to this Agreement is not intended or represented to be suitable for reuse by Town or others for any project or projects not specifically set forth in the applicable Task Order. Any use of Work Product for other projects and any use of incomplete documents without specific written authorization from Consultant will be at Town's sole risk and without liability to Consultant.~~ For purposes of this Agreement:

a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

~~b. "Work Product" means the Deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Contractor solely or jointly with the Company or others (i) in the course of performing the Services or other work performed by or on behalf of Contractor in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Company's Confidential Information or Company Materials or resulting from any use of the Company's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.~~

Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's

profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations. No other warranty or representation about the performance of the Work, express or implied, is intended or included in this Agreement or in any other document or report furnished by Consultant.

9. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.

10. Technical Data. All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this [Contract Agreement](#).

11. Insurance. If the Contract includes work to be performed on the premises of the Client or the project site(s), then the Consultant shall purchase and maintain such insurance as will protect it from the following claims which may arise out of or result from its operations hereunder (whether by itself, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen’s compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims coverage which are sustained by any person as a result of the Consultant; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The insurance requirements are shown in Attachment A. [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.](#)

12. ~~12. Liability. The Consultant shall be liable for all damages, including but not limited to, direct, special, exemplary, indirect, incidental, cover, punitive, or consequential losses or damages, costs, or expenses whatsoever, including loss of use, revenue or profit, arising in contract, warranty or in tort (including negligence) or any other legal theory, even if [Company-Client](#) has been advised of the possibility of same. Notwithstanding the foregoing, nothing herein shall limit or exclude Consultant’s liability for losses or damages that cannot be limited as a matter of law.~~

13. Indemnification. [To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys’ fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and attorneys’ fees incurred in any action to enforce the provisions of this Section 13.](#)

The Consultant'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 Consultant's obligation to defend, indemnify, or hold harmless the Town shall be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Town and the Consultant; however, the Consultant's duty to investigate and respond to the Town regarding any claims or demands shall immediately arise upon the receipt by the Town or Consultant of any claims or demands.

a. Indemnification of Consultant. The Client agrees to indemnify and defend Consultant and hold Consultant harmless from any claims, judgments, costs and expenses (including reasonable attorney's fees), arising from or related to:

- 15. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by binding arbitration in accordance with the International Arbitration Rules of the American Arbitration Association as presently in force; provided that, either Party may bypass the foregoing steps and immediately seek equitable relief in the District Court of Delta County to enjoin a breach or continuing breach of this Agreement, and Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Delta County over it. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefor, unless Client terminates or otherwise suspends performance hereunder.

Consultant agrees to provide certification that data supporting any claim made by Consultant hereunder is made in good faith and that the supporting data is accurate and complete to the best of Consultant's knowledge or belief, all in accordance with the requirements of the Contract Disputes Act of 1978 (41 U.S.C. 601-613) and implementing regulations, where applicable. If any claim of Consultant is determined to be based upon fraud or intentional misrepresentation, Consultant agrees to defend, indemnify and hold Client harmless for any and all liability, loss, cost or expense resulting therefrom.

The parties shall bear the cost of their own attorneys' fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.

- 16. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, and shall recommence performance as soon as practicable following the removal of the force majeure condition or conditions.

- 17. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.

- 18. Time Is of the Essence. The performance of this work is required on a timely basis to meet the Client's time schedule.

- 19. Applicable Law: Independent Contractor Status. This Contract Agreement shall be governed by the laws of the state of Colorado. Consultant is an independent contractor and not the agent, employee, or servant of the Town, and thus has no authority to enter into any agreement or to incur any obligation

on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible to provide Client with a valid Federal Tax Identification, ~~and— it is agreed that:~~

~~a. CONSULTANT 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.~~

~~b. CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE CONSULTANT NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE CONSULTANT OR SOME ENTITY OTHER THAN THE TOWN.~~

20. ~~Integration.~~ The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed below, attached hereto, incorporated herein, and considered a firm part of ~~the Contract~~ this Agreement.

- 1. Attachment A—Insurance Requirements
- 2. Attachment B—General Provisions

~~3. Attachment C—Scope of Work and Pricing~~

21. ~~Entire Agreement.~~ This ~~Contract Agreement~~ this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This ~~Contract Agreement~~ this Agreement may be modified by subsequent written addenda mutually agreeable to both parties.

22. ~~Assignment.~~ Neither party to this Agreement shall assign this Agreement without the written consent of the other.

23. ~~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.

24. ~~Termination.~~ a. 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.

b. 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 Consultant 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 Consultant 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.

Commented [NC4]: These provisions set up a presumption of independent contractor status under Colorado law.

Commented [D(S5R4): OK

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

26. 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 Consultant, 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 Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

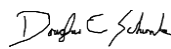
<p>Town of Paonia</p> <p>By _____</p> <p style="text-align: center;"><u>Signature-Mayor</u></p> <p><u>Attest:</u></p> <p>_____</p> <p><u>Town Clerk</u></p> <p><u>Printed Name: Leslie Klusmire</u></p> <p><u>Title Interim Administrator</u></p> <p>Date _____</p>	<p>JDS-Hydro, a Division of RESPEC Company, LLC</p> <p>By _____</p> <p style="text-align: center;"><u>Signature</u></p> <p>Printed Name <u>Douglas E. Schwenke, P.E.</u></p> <p>Title <u>Principal Consultant</u></p> <p>Date <u>124/134/2022</u></p>
--	--

Commented [NC6]: Will need to be signed by Mayor and attested by Town Clerk or Deputy Town Clerk, as applicable.

Commented [D(S7R6)]: OK

Commented [NC8]: Mr. Schwenke will need to resign/re-date following resolution of the Town's requested edits and Board approval of the agreement.

Commented [D(S9R8)]: OK



Attachment A

Insurance Requirements

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.

Consultant must furnish Client with a Proof of Insurance with the following coverage—;

1. General Liability of not less than \$1,000,000 each occurrence
2. Automobile Liability of not less than \$1,000,000 each occurrence
3. Bodily Injury and Property Damage Liability of not less than \$1,000,000 each occurrence
4. Workers Compensation as required by the Labor Code of the State of Colorado and Employers Liability Insurance of \$1,000,000 each accident
5. Professional Liability with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate of \$2,000,000 in the aggregate.

The Consultant 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 Consultant’s general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

Failure on the part of the Consultant 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 Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2022

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

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

PRODUCER Black Hills Insurance Agency, Inc. 820 St. Joseph PO Box 3330 Rapid City SD 57709	CONTACT Rich Maguire NAME: PHONE (605) 342-5555 (A/C, No, Ext): FAX (605) 342-7901 (A/C, No): E-MAIL richmaguire@blackhillsagency.com ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 40%;">NAIC #</td> </tr> <tr> <td>INSURER A : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER E : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : Travelers Indemnity Company of Connecticut	25682	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Standard Fire Insurance Company	19070	INSURER E : Lexington Insurance Company	19437	INSURER F :	
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INSURED RE/SPEC Inc; RESPEC Company LLC; PDC Inc; North Star Holding Company LLC; Progressive Wat 3824 Jet Drive Rapid City r Resources LLC SD 57703															



Town of Paonia // General Water and Wastewater Engineering

COVERAGES CERTIFICATE NUMBER: CL2231622438

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Drone Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-0D556518	04/01/2022	04/01/2023	<table style="width: 100%; border: none;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">2,000,000</td> </tr> </table>	EACH OCCURRENCE	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000	MED EXP (Any one person)	5,000	PERSONAL & ADV INJURY	1,000,000	GENERAL AGGREGATE	2,000,000	PRODUCTS - COMP/OP AGG	2,000,000
EACH OCCURRENCE	1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000																		
MED EXP (Any one person)	5,000																		
PERSONAL & ADV INJURY	1,000,000																		
GENERAL AGGREGATE	2,000,000																		
PRODUCTS - COMP/OP AGG	2,000,000																		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> OTHER:			810-8M968901	04/01/2022	04/01/2023	<table style="width: 100%; border: none;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																		
BODILY INJURY (Per person)	\$																		
BODILY INJURY (Per accident)	\$																		
PROPERTY DAMAGE (Per accident)	\$																		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			CUP-3N191090	04/01/2022	04/01/2023	<table style="width: 100%; border: none;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">10,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">10,000,000</td> </tr> </table>	EACH OCCURRENCE	10,000,000	AGGREGATE	10,000,000								
EACH OCCURRENCE	10,000,000																		
AGGREGATE	10,000,000																		
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB-3K232410	04/01/2022	04/01/2023	<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	1,000,000	E.L. DISEASE - EA EMPLOYEE	1,000,000						
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E.L. EACH ACCIDENT	1,000,000																		
E.L. DISEASE - EA EMPLOYEE	1,000,000																		

						E.L. DISEASE - POLICY LIMIT	1,000,000
						\$	
E	Professional E&O Liability (including Contractors Pollution Liability)		026154209	04/01/2022	04/01/2023	EACH CLAIM	\$2,000,000
						AGGREGATE	\$2,000,000
						Retro: Full Prior Acts	

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

See attached

<p>CERTIFICATE HOLDER</p> <p>Proof of Insurance</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
 AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE Page ____ of ____

<p>AGENCY</p> <p>Black Hills Insurance Agency, Inc.</p>		<p>NAMED INSURED</p> <p>RE/SPEC Inc; RESPEC Company LLC; PDC Inc;</p>	
<p>POLICY NUMBER</p>		<p>EFFECTIVE DATE:</p>	
<p>CARRIER</p>	<p>NAIC CODE</p>		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Schedule of Named Insureds (General Liability, Commercial Auto & Workers Compensation):

RE/SPEC, Inc.
RESPEC Company, LLC
PDC, Inc. dba PDC Engineers
North Star Holding Company, LLC
Morgan Worldwide Consultants, Inc.
SSG, LTD
Mine Development Associates,
Inc. TerraSource, LLC POD, Inc.
Progressive Water Resources, LLC
JDS Hydro Consultants, Inc.

Schedule of Named Insureds (Engineering Professional Liability, IT Professional Liability, Data & Privacy Liability & Commercial Excess):

RE/SPEC, Inc.
RESPEC Company, LLC
PDC, Inc. dba PDC Engineers
North Star Holding Company, LLC
Morgan Worldwide Consultants, Inc.
SSG, LTD
Mine Development Associates,
Inc. TerraSource, LLC POD, Inc.
Progressive Water Resources, LLC
JDS Hydro Consultants, Inc.
RESPEC Consulting, Inc.
RSI Consulting, Inc.

Additional policy information:

Contractors Pollution/Professional Liability Excess
Lexington Insurance Company 031428384 04/01/2021 - 04/01/2022 Each Claim/Aggregate \$3,000,000/\$3,000,000 (Excess of policy #026154209)

Data & Privacy Liability (including IT Professional)

ACE American Insurance Company EON G25610921 04/01/2021 - 04/01/2022 Each Claim/Aggregate \$5,000,000/\$5,000,000

Commercial Crime

Travelers Casualty and Surety Company of America 106280540 04/01/2021 - 04/01/2022 Employee Theft \$2,000,000
Employee Theft of Client \$2,000,000

Underlying Excess Schedule (Canadian Exposure):

Commercial General Liability
Travelers Insurance Company of Canada UXTRV300846 04/01/2021 - 04/01/2022 Limit \$1,000,000/\$2,000,000

Employers Liability Coverage

Travelers Insurance Company of Canada UXTRV300846 04/01/2021 - 04/01/2022 BI Each Occurrence Limit \$1,000,000 BI Each Employee Limit \$1,000,000

Hired & Nonowned Auto Liability

Travelers Insurance Company of Canada UXTRV300846 04/01/2021 - 04/01/2022 Hired Automobile Limit \$1,000,000

Underlying Excess Schedule (Foreign Exposure):

Commercial General Liability
Travelers Property Casualty Company of America ZPP-15S35008 04/01/2021 - 04/01/2022 Limit \$1,000,000/\$2,000,000

Employers Liability Coverage

Travelers Property Casualty Company of America ZPP-15S35008 04/01/2021 - 04/01/2022 BI By Disease Employee Limit \$1,000,000 BI By Disease Each Employee Limit \$1,000,000 BI By Accident Each Accident Limit \$1,000,000

Hired & Nonowned Auto Liability

Travelers Property Casualty Company of America ZPP-15S35008 04/01/2021 - 04/01/2022 Hired & Non-Owned Automobile Limit \$1,000,000

Coverage provided when contractually required:

*Blanket Additional Insured (except for Workers Compensation & Professional Liability)
*Blanket Waiver of Subrogation *Blanket Primary & Non-contributory
*30-day notice of cancellation or material change *Commercial Excess is written on following form basis

ACORD 101 (2008/01)

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Attachment B General Provisions

1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.
2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in strict accordance with the Contract documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant warrants that it will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client's request, promptly submit a copy of all drawings, data, and specifications to the Client.
3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for any material breach by Consultant of any of the terms hereof, including the warranties of the Consultant.
4. If the Consultant for any reason does not substantially comply with the Client's delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant's default.
5. The Client reserves the right to suspend or cancel services under this Agreement in the event of fire, strikes, or accidents at the Client's plants, discontinuance or substantial reduction in funding or work effort related to this Agreement from the Client's contracting agency or entity, or any other contingency of like or different nature beyond the Client's control.
6. The Consultant will strive to comply with all federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Agreement or which may become effective during the period of performance under this Agreement.
7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.
8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.

Master Services Agreement // Town of Paonia // General Water and Wastewater Engineering Services

9. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.
10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.

11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same and provided further that such work shall be performed in accordance with this Agreement.
12. The final payment shall constitute a waiver of all claims by the Client, and, if required by the Client, the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement. The Client may, in default of Consultant's obligation to do so, procure the release, satisfaction, and discharge of any such claim or lien and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, the Consultant shall reimburse the Client for all monies paid to discharge any such claim or lien, including the cost and expense thereof.
13. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder without the Client's prior written consent.
14. The price for each item covered by this Agreement is exclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
15. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
16. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
17. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.

ATTACHMENT C SCOPE OF SERVICES SCOPE OF SERVICES

(Attachment "C" to Master Services Agreement)
for
Town of Paonia
General Water and Wastewater Engineering Services

GENERAL SCOPE DESCRIPTION

The purpose of this Scope is to provide General Water and Wastewater Engineering Services and Support for the Town of Paonia (Town). JDS-Hydro Consultants, Inc. had previously provided Water System Evaluation Services for the Town since 2019 under its current Water Infrastructure Evaluation contract. The Master Services Agreement as presented below has been prepared in response to the Town's recent selection of JDS-Hydro to provide general water and wastewater engineering services through Paonia's September 2022 Request for General Engineering Qualifications (RFQ). The attached MSA and subsequent scope of services has been drafted to describe general water and wastewater engineering services to be provided to the Town through this assignment, which will be separate from JDS-Hydro / RESPEC's current Water Infrastructure Evaluation effort. A specific scope of services is as follows:

SPECIFIC SCOPE OF SERVICES

As mentioned above, JDS-Hydro had had previously provided Water System Evaluation Services for the Town since 2019 under its current Water Infrastructure Evaluation contract. The proposed services under this agreement will not impact JDS's current work under its Water Infrastructure Evaluation contract, but will focus on specific tasks as requested by the Town of Paonia in regard to its overall raw water, potable water, wastewater collections, and wastewater treatment plant. While the services described below can differ from task to task and assignment to assignment, they represent general water and wastewater efforts which JDS can assume will be related to its water and wastewater system. In an effort to capture as many services which JDSHydro intends to render to the Town annually, this Scope will present most services which JDS has historically provided to other municipal clients.

Potable Water System Engineering Services (Example General Services): »

Annual preparation of CDPHE Eligibility Survey Forms

- » Assistance with CDPHE Drinking Water Compliance Issues
- » Prepare funding applications to finance water system improvements as necessary
- » Attend board meetings as necessary
- » Prepare three (3)-year capital improvements plan for water infrastructure projects.
- » Ultimately develop water system master plan and long-term capital improvements project for twenty to thirty years out.
- » Provide bidding and for capital improvements project as necessary
- » Develop capacity analysis of water system to support potential development and additional taps (dependent upon the tap moratorium evaluation by JDS-Hydro)
- » On-call evaluations of existing water system facilities as necessary (i.e. storage tanks, water plants, springs, distribution system, water lines, treatment, etc.)

- » Provide mapping services, hydraulic water modeling services, fire flow analyses, and GIS mapping support as requested (following completion of Water Infrastructure Evaluation by JDS-Hydro)
- » Provide support regarding review of vendor supply, Instrumentation and control questions, etc.
- » Develop or review Water Distribution Rules and Regulations upon request by the Town or its attorney.
- » Provide miscellaneous water engineering support for a variety of tasks as requested by the

Town Wastewater System Engineering Services (Example General Services):

- » Annual preparation of CDPHE Eligibility Survey Forms
- » Assistance with CDPHE Wastewater Compliance Issues (especially following sanitary survey inspections by CDPHE)
- » Prepare funding applications to finance wastewater improvements as necessary
- » Attend board meetings as necessary
- » Prepare three (3)-year capital improvements plan for wastewater infrastructure projects.
- » Ultimately develop wastewater system master plan and long-term capital improvements project for twenty to thirty years out.
- » Provide bidding for capital improvements project as necessary
- » Evaluate certain areas of the collections system and wastewater treatment plant to determine if they can accommodate additional wastewater due to proposed development.
- » On-call evaluations of existing wastewater system facilities as necessary (i.e. wastewater treatment plant, collections system, lift stations, force mains etc.)
- » Provide mapping services, collection line capacity modeling services, and GIS mapping support as requested.
- » Provide support regarding review of vendor supply, Instrumentation and control questions, etc.
- » Develop or review wastewater collections Rules and Regulations upon request by the Town or its attorney.
- » Provide miscellaneous water engineering support for a variety of tasks as requested by the Town

EXCEPTIONS

- » Projects financed by other funding mechanisms (i.e. DOLA EIAF grants, SRF funding, USDA RD funding, etc.) – these services will be captured in a separate MSA that can be used to support the grant or loan closing process, especially if these agencies require a competitive bidding process.
- » Because JDS-Hydro is also providing planning and project development services through the Colorado Department of Local Affairs Small Communities Program on both the water and wastewater systems, it may not complete work on the following tasks with the Town of Paonia as these are already being rendered through DOLA’s small communities program:

Wastewater

- » Gather background information on WWTP background
- » Site visit to Paonia WWTP
- » Evaluation of WWTP regulatory considerations on the North Fork of the Gunnison receiving stream.
- » Evaluation of future operational, financial, and technical considerations.
- » Develop potential WWTP treatment alternatives that may be able to meet potential future effluent limits. Establish impacts on land / space requirements for WWTP.

- » Provide information and items that should be considered in a WWTP mater planning effort.
- » Prepare rate tool analysis for prioritizing potential improvements to the WWTP according to estimated project costs. Water
- » Pro/Con Evaluation of annexing water companies (i.e. consecutive systems)
- » Develop potential raw water sources for consideration and evaluation
- » Prepare rate tool analysis for prioritizing water CIP
Prepare memorandum containing pro-con evaluation of annexing water companies, proposing potential raw water sources alternative to existing spring system, and recommendations from CIP rate tool evaluation

SPECIFIC TASKS

- » Within a calendar year, the Town may wish to delineate work awarded to JDS-Hydro via the assignment of tasks. In addition, to better organize work rendered to the Town, JDS-Hydro may segregate and define work according to tasks to facilitate budget tracking, development reviews, etc. These tasks may be assigned a budget which JDS can track to assist with Town financial tracking for certain line items. If requested, JDS can prepare a separate MSA to encompass these efforts, or simply suggest a budget which it can track internally through a RESPEC job-startup form. Currently, for the year 2022 / 2023, JDS-Hydro is projected to work on the following tasks:
 - Water storage tank planning. This includes the evaluation of repairing / replacing the cover on the 1 MG Clock Tank and relining the 2 MG Upper Lamborn Tank. The evaluation will include reviewing the viability of repairing the metal building over the 1 MG Clock Tank, replacing the cover over the 1 MG, while supporting the relining of the 2 MG Upper Lamborn Tank. Ultimately, the final planning document will provide a roadmap toward bringing both facilities back online to the satisfaction of the Colorado Department of Health and Environment (CDPHE).
 - Overall capital improvements plan. As part of the Water Infrastructure Evaluation JDS-Hydro prepared a three (3)-year water infrastructure capital improvements (CIP) plan with the support of SGM. Currently, this CIP plan has been drafted for discussion purposes only. However, the Town has expressed interest in refining this CIP plan before bringing before the board. Previous efforts have focused on improvements to the Potable Water System over a three year period. However, the Town may wish to also evaluate potential improvements to the wastewater collections system as part of the overall planning process. At this point it is recommended by JDS that the Town focus on the potable water system while awaiting the development of the WWTP planning document for Paonia to be prepared by JDS-Hydro through DOLA's small communities assistance program. In fact, JDS would recommend refraining from any work on the wastewater treatment plant or collections system until this effort is complete. However, at the request of DOLA, JDS will need to wait to complete its revisions to the 3-year CIP plan until it has completed its planning work through DOLA on the water system as described above in the "EXCEPTIONS" section (it is anticipated that this effort will require a separate work order).
 - Any specific permitting, design, or construction efforts for specific water or wastewater infrastructure shall be contracted with JDS under a separate Master Services Agreement

- Development of Town of Paonia Rules and Regulations for water and wastewater utility construction (it is anticipated that this effort will require a separate work order).
- Wastewater – JDS does not anticipate completing any tasks on the wastewater treatment plant or collections system in the 2022 – 2023 calendar year. That being said, DOLA has also requested that JDS complete its wastewater evaluation tasks through the small communities program before it begins such tasks through this Master Services Agreement with the Town.

PROPOSED FEE & SCHEDULE

- 18. Estimated Service Value: **Preliminary Estimate - \$50,000**
- 19. Time of Performance: **2022-2023 Calendar Year**

CONTRACT NOTES

This MSA shall be renewed annually with reference to updated tasks and billing rates, and then reviewed and approved by the board its is first board meeting of each year. The proposed billing rates shown below are for the 2022-2023 calendar year. This MSA shall be updated annual with respective billing rates agreed upon for the next calendar year, generally at a 5% increase.

Note that the Service Value of \$50,000 for the calendar year of 2022 – 2023 shall be considered a placeholder. This does not mean the JDS estimates to spend this much in engineering, but it estimating that it may spend this much in general engineering efforts for the upcoming calendar year. If in any calendar year JDS approaches 80% of the estimated service value it will prepare an amendment to the general services agreement to increase the estimated amount in \$20,000 increments.


As previously noted, the enclosed estimated fees are for general engineering tasks pertaining to water and wastewater efforts associated with the Town of Paonia. Individual work orders will be created for additional tasks or work not specifically described herein. For example, design, permitting and construction support for specific water system capital improvements. Generally, specific work orders or scopes will be prepared for efforts that are estimated to be above \$15,000 in fees.

Hourly Rate Schedule

Category	Rate (\$/Hour)
Principal Engineer	\$195.00
Senior Project Manager	\$170.00
Project Manager	\$160.00
Senior Project Engineer	\$150.00
Project Engineer	\$140.00
Senior Design Technician	\$130.00

Staff Engineer III	\$120.00
Staff Engineer II	\$115.00
Staff Engineer I	\$110.00
Engineering Technician III	\$100.00
Engineering Technician II	\$95.00
Engineering Technician I	\$90.00
Senior Engineer Construction Management	\$125.00
Project Engineer Construction Management	\$115.00
Staff Engineer Construction Management	\$105.00
Senior Engineer Construction Observation	\$120.00
Project Engineer Construction Observation	\$110.00
Staff Engineer Construction Observation	\$100.00
Administrative/Clerical	\$80.00
Mileage	\$0.58/mile
Direct Costs (added to external sources only)	Cost + 5%

AGENDA SUMMARY FORM

	Appointment of Interim Town Clerk- Amanda Mojarro
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

AGENDA SUMMARY FORM

	Setting of the Mill Levy
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

TOWN OF PAONIA, COLORADO

RESOLUTION 2022-16
Resolution to Set Mill Levies

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2022 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF PAONIA, COLORADO FOR THE 2023 BUDGET YEAR.

WHEREAS the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$146,513; and

WHEREAS the 2023 valuation for assessment for the Town of Paonia, Colorado as certified by the County Assessor(s) is \$17,605,465; and

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Paonia, Colorado;

That for the purpose of meeting all general operating expenses of the Town of Paonia, Colorado during the 2023 budget year, there is hereby levied a tax of 8.322 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2022; and

That the Finance Director/Treasurer is hereby authorized and directed to immediately certify to the Board of County Commissioners of Delta County, Colorado, the mill levies for the Town of Paonia, Colorado as herein above determined and set.

Adopted this 13th day of December 2022.

Attest:

Amanda Mojarro, Interim Town Clerk

Mary Bachran, Mayor

AGENDA SUMMARY FORM

	Adoption of 2023 Budget
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

TOWN OF PAONIA, COLORADO

RESOLUTION 2022-17
Resolution to Adopt Budget

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF PAONIA, COLORADO, FOR THE CALENDAR YEAR BEGINNING THE FIRST DAY OF JANUARY 2023 AND ENDING THE LAST DAY OF DECEMBER 2023.

WHEREAS the Board of Trustees for the Town of Paonia, Colorado, appointed Cindy Jones, Finance Director/Treasurer to prepare and submit a proposed budget to said governing body at the time; and

WHEREAS, Cindy Jones, Finance Director/Treasurer, has submitted a proposed budget to this governing body on October 13, 2022, for its consideration; and

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the Public at a designated place, a public hearing was held on November 8, 2022, interested taxpayers were given the opportunity to file or register objection to said proposed budget; and

WHEREAS, the Board of Trustees have made provision therein for the balance on hand and probable revenues equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the Town, and;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Paonia, Colorado;

Section 1. That estimated expenditures for each fund are as follows:

• General Fund	\$3,893,006
• Pass Through Grant Fund	\$ 460,000
• Conservation Trust	\$ 30,846
• Capital Improvement Fund	\$ 960,719
• Enterprise Fund	<u>\$3,928,025</u>
For a total of	\$9,272,596

Section 2. That estimated revenues and prior year surplus for each fund are as follows:

• General Fund	\$3,178,442
• Transfer from Capital	\$ 346,000
• Prior Year Surplus	<u>\$1,409,449</u>
• Total	\$4,933,891
• Pass Through Grant Fund	\$ 460,000
• Prior Year Surplus	<u>\$ 0</u>
• Total	\$ 460,000
• Conservation Trust	\$ 9,265
• Prior Year Surplus	<u>\$ 21,581</u>
• Total	\$ 30,846
• Capital Improvement Fund	\$ 332,350
• Transfer to General	\$ (346,000)
• Prior Year Surplus	<u>\$ 628,369</u>
• Total	\$ 614,719
• Enterprise Fund	\$3,661,142
• Prior Year Surplus	<u>\$2,059,739</u>
• Total	\$5,720,881
For a total of	\$11,760,337

Section 3. That the budget as submitted and herein above summarized by fund, the same is hereby approved and adopted as the Budget of the Town of Paonia, Colorado, for the year 2023.

Section 4. For the purpose of meeting all expenditures of the General Fund during the 2023 budget year, there is hereby levied a tax of 8.322 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2022; and

Section 5. The Finance Officer/Treasurer of the Town of Paonia is hereby authorized and directed to immediately certify to the Board of County Commissioners of Delta County, Colorado, the gross mill levy, and the net mill levy for the Town of Paonia hereinabove determined and set.

Section 6. For the purpose of paying the necessary expenses and liabilities of the Town of Paonia for the fiscal year beginning January 1, 2023, and for the purpose of appropriating monies to pay the sums set forth in the Budget of the Town, there is hereby appropriated from the surplus and the probable revenue of each fund to each fund for the ensuing year, the sum hereafter set for the following purposes:

GENERAL FUND: For the purpose of paying for General Government, Public Safety, Streets and Highways, Health and Welfare, Culture and Recreation, Inter-fund Transfers, maintaining and improving the sidewalks,

maintaining and improving the streets, and other legal purposes, the sum of \$3,893,006;

PASS-THROUGH-GRANT FUND: For the purpose of Pass-through grants which are those grants that are received by a recipient government to transfer to or spend on behalf of a secondary recipient, the sum of \$460,000;

CONSERVATION TRUST FUND: For the purpose of improving open space and other acceptable uses as determined by the State of Colorado, the sum of \$30,846;

SALES TAX CAPITAL IMPROVEMENT FUND: For the purpose of acquiring, constructing, improving, extending, and maintaining capital facilities of the Town funded by a 1% sales tax, the sum of \$960,719;

ENTERPRISE FUND: For the purpose of maintaining, operating, improving and extending the water and sewer systems, and collection of garbage of the Town the sum of \$3,928,025;

Section 7. That the Budget as hereby approved and adopted, shall be signed by the Board of Trustees and made part of the public records of the Town.

Adopted this 13th day of December 2022

Attest:

Amanda Mojarro, Interim Town Clerk

Mary Bachran, Mayor

AGENDA SUMMARY FORM

	Designation of Christmas Light Judge
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

AGENDA SUMMARY FORM

	Contract Template
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND _____**

1.0 PARTIES

This Professional Services Agreement (this “Agreement”) is made and entered into this _____ day of _____, 20__ (the “Effective Date”), by and between the Town of Paonia, a Colorado municipal corporation, hereinafter referred to as the “Town”, and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], hereinafter referred to as the “Contractor”.

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

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

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

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

5.0 PROJECT REPRESENTATION

5.1 The Town designates _____[staff member]_, _____[staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person’s designees.

5.2 The Contractor designates _____[Contractor’s project manager’s name]___ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to _____, 20___, unless sooner terminated pursuant to Section 13, below. The Contractor’s Services under this Agreement shall commence on _____, 20___, and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town’s requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

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

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

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

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

10.0 INDEPENDENT CONTRACTOR

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

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

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

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

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14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

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

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

17.0 COMPLIANCE WITH LAWS

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

If to the Town:

If to the Town:

Town of Paonia
Attn: _____
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Telephone: 970-527-4101
Fax: 970-527-4102
Email: _____

If to the Contractor:

[Contractor name]
[Contact person]
[Address]
[city, state, zip]
[Telephone]
Fax/Email]

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

TOWN OF PAONIA
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND _____**

1.0 PARTIES

This Professional Services Agreement (this “Agreement”) is made and entered into this _____ day of _____, 20__ (the “Effective Date”), by and between the Town of Paonia, a Colorado municipal corporation, hereinafter referred to as the “Town”, and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], hereinafter referred to as the “Contractor”.

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

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

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

payment for any services which exceeds the amount payable under the terms of this Agreement.

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

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates _____[staff member]_, _____[staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person’s designees.

- 5.2 The Contractor designates _____[Contractor’s project manager’s name]__ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to _____, 20___, unless sooner terminated pursuant to Section 13, below. The Contractor’s Services under this Agreement shall commence on _____, 20___, and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town’s requirements.

- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed Language; Remove Header; Contractor Changes Require Town Attorney Approval

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Paonia, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Paonia, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Paonia under this contract.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and

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effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys’ fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys’ fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor’s indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

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

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10.0 INDEPENDENT CONTRACTOR

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10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.

10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

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

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

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

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

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

17.0 COMPLIANCE WITH LAWS

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 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:

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If to the Town:

Town of Paonia
Attn: _____
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Telephone: 970-527-4101
Fax: 970-527-4102
Email: _____

If to the Contractor:

[Contractor name]
[Contact person]
[Address]
[city, state, zip]
[Telephone]
Fax/Email]

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

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21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

TOWN OF PAONIA
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____

Title: _____

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Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

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**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND _____
FOR _____ SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the **Town of Paonia**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and _____, [Name of Contractor] a _____[State of Formation and Type of Entity], hereinafter referred to as the “Contractor”.

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit “A” attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit “A.” The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind

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the Town with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

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

5.0 PROJECT REPRESENTATION

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

6.0 TERM

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

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7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$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 \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the Town of Paonia under this contract.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract

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upon which the Town may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys’ fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys’ fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor’s indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS’ COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.**

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10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN.**

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

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

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town and in hardcopy or an electronic format acceptable to the Town,

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or both, as the Town shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town. Contractor shall not use or disclose confidential information of the Town for purposes unrelated to performance of this Agreement without the Town’s written consent.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys’ fees and court costs.

16.2 This Agreement shall be deemed entered into in Delta County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Delta County or the federal district court for the District of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Delta County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 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 email transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Paonia
Attn: _____
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Telephone: 970-527-4101
Fax: 970-527-4102
Email: _____

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If to the Contractor:

- [Contractor name]
- [Contact person]
- [Address]
- [city, state, zip]
- [Telephone]
- Fax/Email]

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

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

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22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

TOWN OF PAONIA

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____

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Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

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CONSTRUCTION CONTRACT

This Agreement, is made and entered this _____ day of _____, 20__ by and between the Town of Paonia (“Town”), a Colorado municipal corporation and _____ [insert Contractor’s legal name], a _____ [insert state of formation and entity type] (“Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work – Price.** The Contractor agrees to perform for the Town all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Work”). The Town agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed \$_____ [insert lump sum contract amount]. Unit prices and unit costs for the Work shall not exceed those shown in Exhibit A. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified herein.

2. **Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents: _____ [insert a list of all documents that apply to the work, such as utility plans and specifications, site plans, engineering plans, architectural drawings, etc. The list should reference the name of the drawing, date prepared, number of pages and, if noted, job or reference number]. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. **Compliance and Licensing.** a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Paonia.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Paonia in accordance with the ordinances of the Town of Paonia and shall pay the required fees for such license.

d. Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times during performance of the Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. Contractor shall not employ a proposed superintendent to whom the Town has made reasonable and timely objection.

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Contractor shall not change the superintendent without the Town’s consent, which shall not unreasonably be withheld or delayed. The Town reserves the right to revoke its acceptance of the superintendent at any time on the basis of a reasonable objection. Upon such revocation, the Contractor shall submit an acceptable replacement for the rejected superintendent.

4. Relationship of Contractor to Town. Contractor covenants to furnish its best skill and judgment and to cooperate with the Town's Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the Town. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

5. Project and Field Manager. The Town's Project Manager for the purposes of the Work is the following or such other person as the Town may designate in writing: _____ . The Town’s Field Manager for the purposes of communicating with Contractor in the field and coordinating Town efforts in the field is _____. Change orders may only be authorized by the persons listed in Section 17.

6. Time of Commencement and Completion. a. No Work shall be commenced until after a pre-construction meeting of the Contractor and Town representatives as appropriate, and until the Town has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the Town, and in compliance with this Agreement, on or before _____, 20__ [insert date for completion]. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the Town.

7. Price of Work - Payment.

[For a lump sum contract use the following subsection (a)]

a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the Town. Except as provided in Section 7.b, the contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

[For progress payments use the following subsection (a)]

a. By the 25th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may not be included for payment at the discretion of the Town. Each

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subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor’s obligations reflected in prior applications for payment. Notwithstanding the progress payments, if the contract price set forth in Section 1 exceeds \$150,000, it is the intent and purpose of the Town to withhold five percent (5%) of payments to Contractor in accordance with Article 91, Title 24, C.R.S.

b. The contract price does not include the following costs: (1) water service, electric service, and associated utilities; and (2) the cost of the performance, payment and warranty bonds that may be required for the Work pursuant to Section 13, the cost of which bonds shall not exceed 2.5 percent of the amount set forth in Section 1.

8. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town’s payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

9. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. Contractor's Responsibility for Work. Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this

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Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

11. **Termination of Contractor's Responsibility.** The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

12. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its 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 Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

13. **Insurance and Bonds.** a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

[Minimum insurance coverages may need to be adjusted up or down depending on scope/cost of Work]

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability

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insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

(2) Comprehensive 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 be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation and Employers' Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent 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. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against monies due to Contractor.

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f. The parties hereto 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.

g. If the contract price set forth in Section 1 exceeds \$50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

14. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101, *et seq.*

15. Acceptance of Work. No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one year from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed/Italicized/Highlighted Language; Remove Header; Contractor Changes Require Town Attorney Approval

17. **Timing of Change Orders.** The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the Town Board schedule permits. The Project Manager is authorized to approve any single change order which does not exceed \$_____ or which does not affect or decreases the price of the Work. All other change orders which increase the price of the Work shall be approved or denied in writing by the Town only after formal action by the Town Board. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

18. **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.

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

20. **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 Work are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

21. **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.

22. **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:

If to the Town:

Town of Paonia
Attn: _____
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Telephone: 970-527-4101
Fax: 970-527-4102
Email: _____

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed/Italicized/Highlighted Language; Remove Header; Contractor Changes Require Town Attorney Approval

If to the Contractor:

- [Contractor name]
- [Contact person]
- [Address]
- [city, state, zip]
- [Telephone]
- Fax/Email]

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.

23. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

24. Governing Law. This Agreement shall be deemed entered into in Delta County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Delta County, and of no other court, in connection with any dispute arising out of or in any matter connected with this Agreement.

25. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

26. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town.

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed/Italicized/Highlighted Language; Remove Header; Contractor Changes Require Town Attorney Approval

Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

27. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

28. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement as of the date first above written.

[Signatures on Following Page]

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed/Italicized/Highlighted Language; Remove Header; Contractor Changes Require Town Attorney Approval

TOWN OF PAONIA

CONTRACTOR:
[Insert Name]

By: _____
Mayor

By: _____

Title: _____

ATTEST:

Town Clerk

ACKNOWLEDGEMENT (Contractor)

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this ____ day of _____, 20____.

Witness my hand and official seal.

My commission expires on: _____

(SEAL) _____
Notary Public

TEMPLATE – Before Sending to Contractor, Attach Exhibit A; Fill in Blanks; Remove Bracketed/Italicized/Highlighted Language; Remove Header; Contractor Changes Require Town Attorney Approval

**EXHIBIT A
SCOPE OF WORK AND PRICE INFORMATION**

[See Following Page(s)]

AGENDA SUMMARY FORM

	SBA Contract Discussion
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

AGENDA SUMMARY FORM

	Direction for the Interim Administrator regarding working with the Town Attorney
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

	RFP's for Master Plan Update
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Summary:

Possible Motion:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Trustee Knutson	Trustee Markle	Trustee Smith
Trustee Stelter	Trustee Valentine	Trustee Weber	Mayor Bachran (Tie)



TOWN OF PAONIA MASTER PLAN UPDATE 2022

PROPOSAL
November 14th, 2022

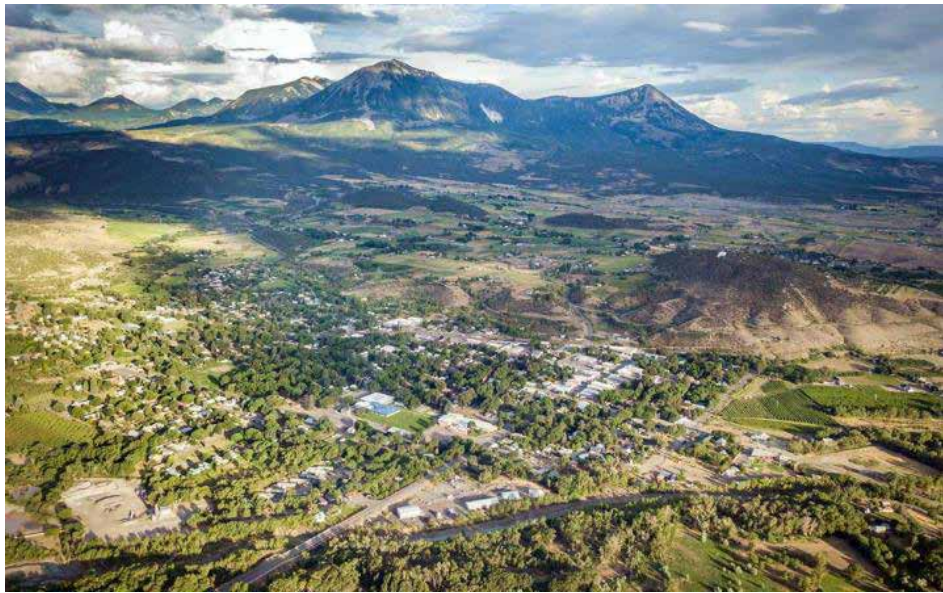


Photo credit: Ben Lehman

PROJECT TEAM

PHOENIX RISING RESOURCES, LLC

Calla Rose Ostrander

1200 3rd St Unit #1 | Paonia, CO 81428

970-201-3134 (cell) | callarose@gmail.com

Marissa Mommaerts, Project Lead

CONSULTANTS

Scott Brown

Molly Wheelock, Studio MW

Mara Mantoiu, Studio MW

TABLE OF CONTENTS

- 1. COVER PAGE 1
- 2. TABLE OF CONTENTS 2
- 3. TRANSMITTAL LETTER 3
- 4. TECHNICAL PROPOSAL
 - A. INDEPENDENCE 4
 - B. APPLICANT QUALIFICATIONS AND EXPERIENCE 5
 - C. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES 11
 - D. SPECIFIC APPROACH 12
 - E. QUALITY CONTROL 16
 - F. BID COSTS 19
 - G. MANUAL SIGNATURE 20
- WARRANTIES 20

Town of Paonia
c/o Mary Bachran
214 Grand Ave
Paonia, CO 81428

November 14, 2022

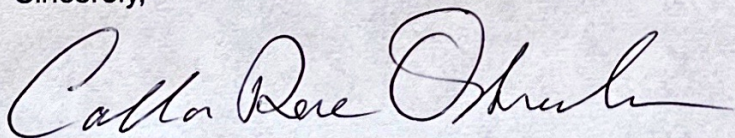
Dear Mayor Bachran and Town of Paonia Board of Trustees,

Thank you for considering our proposal to update the Town of Paonia's Master Plan. We have gathered a great team of professionals with complementary skill sets who are local to Paonia. We will analyze and summarize existing relevant documentation, engage with the public, and work with the Town to produce a clear and concise update to the Master Plan. Calla Rose Ostrander of Phoenix Rising Resources, LLC (PRR) is the lead applicant, and the project will be led by Marissa Mommaerts. Additional support will be provided by Molly Wheelock and Mara Mantoiu of StudioMW and Scott Brown.

We agree to the scope of work outlined in the RFP during the timeline specified, including: conducting background research; organizing a kickoff meeting with key stakeholders; conducting a series of interviews, focus groups, and town meetings (community engagement sessions); soliciting feedback from the Town and public on 2-3 revisions of the draft Master Plan; and producing a final Master Plan which will be submitted to the Town along with electronic files and graphics by June 30. The final plan will include an introductory chapter with a very brief history of the Town, community vision and objectives, goals and policies, and a growth framework attempting to balance the need to accommodate future growth with the need to protect the distinct character and quality of life of the community.

This proposal serves as an irrevocable offer of engagement covering the project time period of November 28, 2022 to June 30, 2023. We are uniquely qualified to lead Paonia's Master Plan update because of our combined experience in municipal government planning, community design and resilience, and participatory facilitation. Most of all, our relationship to and care for this community have brought us together for this project and we wish to support the town we live in and love dearly. We are deeply invested in protecting the way of life that makes Paonia so special while ensuring a high quality of life for current and future residents.

Sincerely,



Calla Rose Ostrander
Phoenix Rising Resources, LLC

TECHNICAL PROPOSAL

A. INDEPENDENCE

MARISSA MOMMAERTS, Project Lead

Project Lead Marissa Mommaerts operates independently from the Town of Paonia and has never been employed or paid by the Town of Paonia. Marissa’s spouse, Jeremiah Garcia, has been employed by the Town of Paonia since February 2023. Jeremiah’s employment with the Town will not constitute a conflict of interest because Jeremiah is currently employed in an entry-level position in the Public Works Department with no decision-making authority regarding this proposal.

In their capacities as private citizens and volunteers Marissa and Scott Brown met separately with 3 trustees (Dave Knutson, Rick Stelter and Mayor Mary Bachran) as a follow up from the June 25th Town of Paonia public strategy session to discuss how the nonprofit Fertile Edge Community Land Trust could support the Town in addressing its affordable housing needs. These were preliminary, big-picture conversations to gather input and help us understand how the Town is thinking about housing issues. Trustee Dave Knutson has since joined the Board of the Fertile Edge Community Land Trust. When this RFP was posted, Marissa and Scott ceased meeting with Trustees to avoid any potential conflicts of interest.

CALLA ROSE OSTRANDER, Project Analyst, Policy & Public Communications

Calla Rose does not currently and has not worked for the Town of Paonia. In her capacity as a private citizen and volunteer she did meet with Mayor Mary Bachran to speak about already public documents related to the Town of Paonia’s water system in efforts to try and support the discovery of potential philanthropic and federal funding. This volunteer project did not continue past the initial meeting.

SCOTT BROWN, Meeting Facilitation, Strategic Support

Scott Brown, founder of Active Peace, LLC does not currently and has not worked for the Town of Paonia. Other than what’s referenced above he has not met with nor lobbied any Town of Paonia Trustees.

MOLLY WHEELLOCK, Housing & Planning Consultant, Graphics Lead

Molly Wheelock is not currently contracted or consulting with the Town of Paonia. In 2020, she was contracted to support the Revitalizing Main Streets grant and Grand Ave. improvements.

MARA MANTOIU, Graphics and Master Plan formatting

Mara Mantoiu does not currently and has not worked for the Town of Paonia. She has not met with nor lobbied any Town of Paonia Trustees.

B. APPLICANT QUALIFICATIONS AND EXPERIENCE

MARISSA MOMMAERTS, Project Lead

Marissa is a policy analyst, technical writer, and strategic planner with a decade of experience supporting communities across the US to build resilience to economic, ecological and social challenges. She will manage the Master Plan process including research and analysis, stakeholder and community engagement, and Plan production and review.

CALLA ROSE OSTRANDER, Project Analyst, Policy & Public Communications

Calla Rose Ostrander has worked in the field of community planning and policy related to climate change from 2005-2014 and has spent the last 8 years in the agriculture, natural resource and organic materials management sectors. For this project she will be focusing on supplying technical analysis and synthesis for areas related to natural resources, green spaces, and waste and water utilities. She will also serve as a public facing policy and science communicator and provide general strategic support for the project.

SCOTT BROWN, Meeting Design and Facilitation, Strategic Support

Scott Brown is a mediator and restorative justice practitioner, a workshop leader, life and relationship coach, transpersonal psychologist and author. Scott will provide meeting design and facilitation and contribute to overall strategy, analysis and documentation.

MOLLY WHEELLOCK, Housing & Planning Consultant, Graphics Lead

Molly is the Principal of Studio MW, based in Paonia, CO. A Colorado native, she has worked throughout the Southwest on housing, energy efficiency, and neighborhood planning with multiple private and public clients. She will consult with the team on the overall Master Plan language, format and graphics, and provide support to meeting facilitation.

MARA MANTOIU, Graphics and Master Plan formatting

Mara is a designer with international experience in participative design and affordable housing design and planning. She will be responsible for formatting the final document, as well as providing editing and graphics support during the entire process.

MARISSA MOMMAERTS

Marissa has a Masters in International Public Affairs from the University of Wisconsin - Madison LaFollette School of Public Affairs and is a strong technical writer and policy analyst. In her roles as National Network Organizer and Assistant Director at Transition US, a national nonprofit organization, Marissa has supported, collaborated with and facilitated community groups and sessions around a variety of topic areas including affordable housing, food and energy systems, emergency preparedness, and community cohesion. The principles that guide the American Planning Association’s Sustaining Places Framework (Livable Built Environment, Harmony with Nature, Resilient Economy, Interwoven Equity, Healthy Community, and Responsible Regionalism) are central to Marissa’s work building local resilience to economic, ecological, and social challenges.



PROJECT EXPERIENCE

Transition US National Network Assessment
Evaluation + Strategy
Led participatory processes & produced final report

Community Resilience World Cafe
Sebastopol, CA
Community engagement for Sebastopol Master Plan (volunteer)

US Millennium Challenge Corporation
Evaluation
Masters Capstone Project for US Federal Agency

Report: 25 Enterprises that Build Resilience
Transition US
Research & Author

Report: Weaving the Community Resilience & New Economy Movement
Post Carbon Institute
Research & Author

EDUCATION

Masters of International Public Affairs
University of Wisconsin - Madison
LaFollette School of Public Affairs

Bachelor of International Studies
University of Wisconsin-Madison

Art of Hosting
Art of Participatory Leadership
Training

Permaculture Design Certificate

CONTACT

1221 2nd St
P.O. Box 651
Paonia, CO 81428

(970)312-7489 (cell)
mmommaerts@gmail.com

CALLA ROSE OSTRANDER

Principal, Phoenix Rising Resources, LLC

Calla Rose Ostrander has a BA in International Political Economy and minor in Environmental Science from the University of Puget Sound. She worked in climate planning for the City of Aspen and the City and County of San Francisco for nine years and has spent seven years scaling up the intersectional model for soil health adoption in agriculture developed by the Marin Carbon Project with funding from various family foundations and government entities. She most recently served a year appointment with the California Natural Resources Agency as the Natural and Working Lands Climate Coordinator, a position created at the behest of First Partner Jennifer Swibel-Newsom.



PROJECT EXPERIENCE

Aspen Climate Action Plan

City of Aspen, Colorado
Project Lead

Conducted research, managed contractors, engaged with community, city staff and city council members to create the first Climate Action Plan for the City of Aspen.

Aspen Climate Resilience Plan

City of Aspen, Colorado
Project Coordinator

Worked closely with city management and the Aspen Global Change Institute to support the production of the first Climate Resilience Plan.

San Francisco Climate Planning

City and County of San Francisco, California
Project Coordinator & Manager

Led development for the second generation community climate action plan and first time implementation of internal agency/department climate planning.

Natural & Working Lands Climate Smart Strategy

State of California, Remote Project Coordinator
Project Management and Policy Implementation + Plan Development and Public Communication. Worked with Deputy Secretaries from five California State agencies, interagency science and policy teams and public stakeholders to produce the N&WL Climate Smart Strategy and operationalize California Governor’s Executive Order 82-20.

EDUCATION

Bachelor of Arts

University of Puget Sound

2005-2006 Fellow

Rocky Mountain Institute

Certification of Completion, The Foundations of Venture Capital

Columbia University

CONTACT

1200 3rd St Unit #1
Paonia, CO 81428

970-201-3134 (cell)
callarose@gmail.com
www.linkedin.com/in/
calla-rose-ostrander-1201126

SCOTT BROWN

Scott Brown is a mediator and restorative justice practitioner, a workshop leader, life and relationship coach, transpersonal psychologist and author. He has worked as a restorative justice program coordinator, a wilderness rites of passage guide, and as a mentor to youth both in and out of the criminal justice system.

Scott is the author of *Active Peace: A Mindful Path to a Nonviolent World*. He holds a master’s degree from Naropa University in transpersonal psychology and ecopsychology and has comprehensive training in Nonviolent Communication and body-centered psychotherapy. He is steeped in the foundations of creating prosocial, collaborative groups.



EDUCATION

Masters Degree, Transpersonal and Ecopsychology
Naropa University, Boulder, CO

Bachelor of Science, Environmental Studies
San Jose State University, CA

40-hour Mediation Training

Comprehensive training in Non-violent Communication
Living Compassion Course with Robert Gonzales, Portland, OR

Facilitator training in Prosocial

Comprehensive training in the Hakomi Method of Psychotherapy

PROJECT EXPERIENCE

Scott has an extensive background in in-person and online group process design and facilitation. His methods support healthy communication and interpersonal dynamics and help to transform conflict into constructive growth opportunities.

Scott has designed and facilitated many trainings and webinars. Most recently Foundations of Restorative Process and Active Peace Circle Training (Levels 1 and 2). He has also facilitated interpersonal healing processes for groups using the restorative justice-based Active Peace Circle process.

CONTACT

316 Oak Ave.
P.O. Box 1676
Paonia, CO 81428

(720) 565-9388 (cell)
Scott@4activepeace.com
www.4activepeace.com

MOLLY WHEELOCK

Principal, Studio MW, LLC

Molly is the Founder and Principal Designer of Studio MW, based in Paonia, Colorado and serves the 4-corners region. Molly specializes in custom residential design and neighborhood planning and is experienced in managing private, commercial, tribal and government design projects. She has led design and engineering teams through complex planning and development processes and facilitated several public process planning endeavors and consensus building workshops. Her ethics put people and the environment first to create an inclusive and responsive design process.



PROJECT EXPERIENCE

Town of Hotchkiss Remodel Hotchkiss, Colorado
Existing building survey and interior design for new town services and police station layout

Virginia Street Townhomes - Habitat for Humanity
Idaho Springs, Colorado
8 unit attainable housing in historic mining district.

Greenway Village - Habitat for Humanity
Dumont, Colorado
Active senior living community with community center.

Eagles Rise Ranch & Equestrian Training Facility
Snowmass, Colorado
20 acre working ranch and residence near Aspen, Colorado.
7 building campus.

Kaibab Paiute Tribe: Headstart, Housing & Energy Efficiency Survey Pipe Springs, Arizona
Designed and oversaw construction of a renovated Headstart pre-school facility. Led an energy efficiency survey of existing housing. Facilitated public process planning meetings with the community for new housing and community visioning.

Hatch Town Hall, Community Center, & Fire Station
Hatch, Utah
New town hall and community center in central Hatch. Energy efficiency and renewable energy refit to the existing fire station. ARRA grant.

EDUCATION

Bachelor of Architecture
Rhode Island School of Design

Bachelor of Fine Arts
Rhode Island School of Design

2020-2021 Fellow
Colorado AIA Christopher Kelley
Leadership Development Program

SMART Practice (current)
Business of Architecture

A/E/C Project Management
PSMJ Resources, Inc

CONTACT

136 Grand Ave.
P.O. Box 1087
Paonia, CO 81428

303-910-4557 (cell)
molly@studiomwarch.com
www.studiomwarch.com

MARA MANTOIU

Project Manager, Studio MW, LLC

Mara is a Romanian national, currently living in Chile. Her professional experience stretches over 9 years and includes residential and commercial buildings in Colorado and in Chile, as well as affordable housing planning and design. She lived in the Paonia area between 2013 – 2019, during which time she focused on local residential design, public furniture and landscape design. She designed part of the public site furnishings that were installed in Downtown Ridgway in 2016, and Silver Leaf Cohousing in Paonia prior to joining Molly Wheelock and Studio MW in 2018.



EDUCATION

Bachelor of Architecture
Universidad Católica de Chile
Santiago, Chile

PROJECT EXPERIENCE

Silver Leaf Cohousing Paonia, Colorado
12 unit cohousing including a community house and community garden

Ridgway Downtown Furnishings Ridgway, Colorado
Urban furniture (7 benches 5 planters) installed in the historic downtown

Howe Residence Paonia, Colorado
Strawbale single family residence

Hoyer Residence Delta County, Colorado
1850 sq. ft. single family residence

“Valle Sur” Building Huechuraba Santiago, Chile
162 unit apartment building and commercial space in the Santiago business district

PIS Coquimbo II Coquimbo, Chile
72 unit affordable housing development in Coquimbo historic district

CONTACT

Av. Pocuro 2202 depto 403
Providencia
Santiago, Chile

+56 944 801 507 (cell)
mara.mantoiu@gmail.com

C. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

PHOENIX RISING RESOURCES, LLC

Natural & Working Lands Climate Smart Strategy - California Natural Resources Agency Project Management and Policy Implementation Plan Development and Public Communication. Worked with Deputy Secretaries from five California State agencies, inter-agency science and policy teams and public stakeholders to produce the N&WL Climate Smart Strategy and operationalize California Governor’s Executive Order 82-20.

Contact: Amanda Hansen - Climate Change Deputy, California Natural Resources Agency
Amanda.Hansen@resources.ca.gov • 916.397.2313

Nature Based Climate Solutions Planning for Urban Communities - Urban Sustainability Directors Network & Trust for Public Land Project Management | Process and Planning Guidelines | GHG Calculator Development. Worked closely with six national cities (Fayetteville ARK, San Louis Obispo CA, San Francisco CA, Cleveland OH, Boulder CO, Austin TX) to develop unique organic materials management plans for each city and a universal planning process for organic materials management with accompanying urban climate action calculator.

Contact: Brett KenCairn - Director of Sustainability, City of Boulder
KenCairnB@bouldercolorado.gov • 970.846.7344

Compost Facility Assessment & Rancher/Farmer Engagement - Boulder County Project Management | Community Process & Phone Surveys | Technical Assessment | Estimated Soil Health & Climate Benefits. Surveyed over 40 private farmers and ranchers to assess current use patterns and perceptions related to compost, other organic amendments, and NPK application. Worked closely with EcoCycle to support a proposal for location, equipment and site design, and feedstock and end market evaluation for a proposed County Compost Facility.

Contact: Dan Match - Director, EcoCycle
dan@ecocycle.org | 303.961.2683

STUDIO MW, LLC

Blue Spruce Habitat for Humanity - Evergreen, Colorado
Serving western Jefferson County, Clear Creek County and parts of Park County
Project Manager | Design Services | Public Engagements | Planning Research & Community Outreach. Studio MW was contracted by BSHFH from 2017-2021. We provided design and planning services on multiple projects throughout Clear Creek County. We are not currently contracted for any projects with Blue Spruce Habitat for Humanity.

Contact: Kathleen O’Leary - Executive Director, Blue Spruce Habitat for Humanity
koleary@bluesprucehabitat.org • 303.520.3703

D. SPECIFIC APPROACH

SUMMARY:

Our approach to the Master Plan will balance thorough analysis of existing materials with targeted stakeholder and community engagement to produce useful and actionable recommendations. **Our focus is on synthesis, clear communication, and identifying opportunities for implementation and choices for acting on those opportunities.** The final Master Plan will put forward a clear growth framework and strong implementation plan aimed at addressing the Town's key issues. The Master Plan will be customized to the unique characteristics of Paonia and guided by the American Planning Association's "Sustaining Places Framework: Best Practices for Comprehensive Plans" framework and standards recommended by the State of Colorado's Department of Local Affairs.

METHODOLOGY:

We recognize that extensive community engagement has already occurred over the past decade and that with urban-rural migration exacerbated by the pandemic and opportunities for remote work, now is a new time for the Town of Paonia and the surrounding area.

The Colorado State Demographer's office projects the population of Delta County will increase by 41% by 2050, yet the state also projects a water shortfall of up to 30% during that same time frame. To adequately plan for a resilient future for Paonia, the Master Plan will need to look 30 years into the future and identify clear benchmarks for the next decade including specific goals, objectives, policies and actions identified with an emphasis on short-term opportunities and choices that can create more stability and resilience for Paonia in the longer 30 year term.

Our goal is to develop a Master Plan that identifies the Town's most pressing needs and builds community cohesion, at the same time taking into account capacity and resource restraints and suggesting creative approaches to achieving shared goals. Our stakeholder and community engagement processes will serve to inform key stakeholders within the Town of Paonia government and the community in order to build shared understanding of and readiness to move from vision and planning into implementation. Ultimately, we see the Master Plan process as an opportunity to increase education on the opportunities, challenges and choices Paonia faces, and to facilitate pathways for action that move the Town forward on key issues.

We understand that developing a shared vision for the future of Paonia which balances preserving our rural way of life with maintaining vital infrastructure and services is an essential outcome for this process. We are committed to a transparent and accessible process resulting in a clear summation of existing materials and a Master Plan that addresses our community's most important challenges.

Our team will utilize a combination of extensive background research and analysis, 10+ interviews with Town elected officials and staff, 3-5 meetings with Town Boards & Committees, 5 technical expert focus groups, and a series of 2-3 public community engagement sessions. All community engagement sessions, focus groups, and interviews can be conducted either live or virtually, or in combination.

Community engagement sessions will build upon the results of past public engagement efforts along with new and current research and analysis. There are two goals for the community engagement sessions. The first is to educate the public on the existing information the Town has already collected, and the challenges, opportunities and choices the Town faces. Our second goal is to solicit strategic input from the community. We will seek to build community cohesion around thoughtfully identified questions that are essential to the future of our town: for example, *“Which strategies should the Town of Paonia adopt to preserve the distinct character and quality of life of our community? What are the barriers and the opportunities?”* We will consider strategies to increase accessibility and participation in public engagement, including hosting events in alternate venues like the Senior Center, American Legion, The Blue Sage or a local restaurant that feels safe and inviting to diverse segments of the population. In addition, we will provide other avenues for public input including a dedicated email address for comments and letters and social media posts and fliers to educate the community about the Master Plan process.

Technical focus groups will be small but diverse, composed of experts in their fields (i.e. public utility management, community wildfire preparedness, etc.). These experts may be local stakeholders or part of our team members’ wider professional networks, and will provide feedback on relevant Master Plan elements on a voluntary basis. We will ask technical experts to advise on funding sources and strategies, zoning and policies, and opportunities for implementation. Outcomes of these focus groups will help to inform issues and questions brought to the wider public consultation.

The Town of Paonia Master Plan will include the following elements: recreation and tourism (as required by statute), land use, infrastructure, water supply and management, economic development, affordable housing, environment, parks and open space, natural and cultural resources, hazards, capital improvements, transportation, energy, urban design, and efficiency in government. To align with the Town’s request for a short and concise Master Plan, we propose organizing these elements into 6 streamlined categories:

- 1) Culture, Character, Tourism & Recreation
- 2) Water & Infrastructure
- 3) Economic Development
- 4) Growth Framework: Housing & Land Use
- 5) Risks, Resilience & Emergency Preparedness
- 6) Efficiency in Government

To increase community understanding of, and support for, of the Master Plan, we will offer separate, easily-digestible public presentations of each section of the draft Master Plan. This process will also inform edits to these first drafts which will subsequently be presented to the Town Trustees in two more rounds of editing as required by this RFP.

DELIVERABLES:

- 2-3 public community engagement sessions
- 5 technical/expert focus groups (1. Water 2. Housing 3. Economic Development 4. Risks, Resilience & Emergency Management 5. Effective Governance)
- 3-5 Meetings with Town Boards & Committees
- 10+ individual interviews with Town elected officials & staff
- Dedicated email address to receive public comments
- Fliers & social media posts to alert public of Master Plan process
- Phased release of key report sections prior to public review period
- Final Master Plan with:
 - * Introductory chapter with brief history of Paonia
 - * Community vision and objectives
 - * Goals and policies
 - * Growth Framework
 - * Action Plan
 - Relevant Maps and Graphics
 - Bibliography

PROJECT TIMELINE:

** Timeline is subject to change based on Town review and approvals and unforeseen existing conditions. An estimation of hours per task is available upon request.*



E. QUALITY CONTROL

Our team has formed specifically for this project and does not have a pre-existing external quality control review report. We have provided individual professional references, as well as a reference letter for Marissa Mommaerts. Additional reference letters can be made available upon request.

PHOENIX RISING RESOURCES, LLC

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KenCairnB@bouldercolorado.gov • 970.846.7344

Amanda Hansen - Climate Change Deputy, California Natural Resources Agency
Amanda.Hansen@resources.ca.gov • 916.397.2313

John Wick - Co-Founder Marin Carbon Project
johnwick@sonic.net • 415.450.1356

Dan Richardson - Former Mayor of Carbondale
richardson@rof.net

MARISSA MOMMAERTS

Jessica Alvarez Parfrey – Executive Director, Transition US
jess@transitionus.org • 951.795.5513

Ayako Nagano – Board President, Transition US
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Trathen Heckman – Executive Director, Daily Acts Organization, Petaluma, CA
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Sari Steuber- Transition Town Media, PA
sari@steuber.com

SCOTT BROWN

Cindy Levine - participant in Active Peace workshops and relationship coaching sessions, contract support for the Active Peace website
cindy@saraswatisolutions.com • 843.222.4965

Deborah Holder - participant in Active Peace workshops and relationship coaching sessions
dholder123@gmail.com • 303.625.3979

John Ehrhart - former business partner and long-time friend
john@coloradols.com • 720.530.3710

Roger Briggs - founder, The Planet Project
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STUDIO MW, LLC

Kathleen O’Leary - Executive Director, Blue Spruce Habitat for Humanity
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Dr. Peter Stempel - Architect, Penn State University, Stempel Form PC, Form Tomorrow, 501-3c
pstempel@gmail.com • 435.668.8348

MARA MANTOIU

Frederick Zimmer - Builder, Elemental Design + Build, Paonia CO
frederick@elementaldb.com | 970.497.9477

Cynthia Hoyer - former client
choyer4801@gmail.com



Dear Sir or Madam;

My name is Aya Nagano, and I am a Managing Attorney for a boutique law office called Midori Law Group in California. I am also chair of the board at Transition US, where I've worked alongside Ms. Marissa Mommaerts over the past eight years. Marissa served as Transition US's lead National Network Organizer during that time.

The Transition Town movement was born in England as a permaculture-based social movement, encouraging community organizers to hone our skills and organize at the municipal levels. Over the years, we've encouraged our supporters to work with municipal governments to affect global issues such as climate change. Transition US is the US hub of the transition network of 1000 communities worldwide, and 50 initiatives within the U.S.

Moreover, Marissa has been leading Transition US's consultation work with municipalities, and I believe her skills, experience, and connections with local communities makes her well-positioned for leading a Master Plan update for municipalities.

I will vouch for her professionalism, her humility, and her intelligence. She brings her A game to every conversation, yet does not push her viewpoint onto others. She is a skilled organizer in that she gives community members the space to arrive at their own conclusions, she does not push when a typical organizer might get frustrated. She stewarded the development of a three year long strategic plan for Transition US; it was not an easy task to organize the very opinionated permaculturalist community organizers who were all community leaders in their own right. She understands the invisible efforts of unpacking baggage when relating to communities. In the end, relationships matter.

Through the many years I have worked with Marissa, I have relied on her as if she were the rock of Gibraltar – she simply holds our community together by her modest presence. We trust her and love her. We love and value her so much that we whole-heartedly congratulate her in advancing her skillsets working with municipalities, even if that means she will be absent from Transition US during that time. The world needs more people like Marissa - patient, articulate, and strategic.

I have a lot more positive things to say about Marissa - please feel free to call me at 510-717-1420 (pls text me first) or e-mail me @ ayako@midorilaw.com should you have any questions. I am most happy to support her, as she has supported me and others thru the many years we've worked together.

Warm regards,


Aya

F. BID COSTS

PROJECTED BUDGET Dec 2022 - June 2023

Budget Category	Q4 2022	Q1 2023	Q2 2023	TOTALS
Project Management & Administration				\$8,885.00
Kick Off Meeting	\$1,250.00			\$1,250.00
Project Management	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00
Virtual Project Management Program	\$55.00	\$165.00	\$165.00	\$385.00
Administration & Budget Reporting	\$250.00	\$500.00	\$500.00	\$1,250.00
Composing the Master Plan				\$42,750.00
Background Research & Analysis	\$5,000.00	\$7,500.00		\$12,500.00
Technical Focus Groups		\$5,750.00	\$1,000.00	\$6,750.00
Plan Outline & Writing	\$1,000.00	\$6,750.00	\$5,000.00	\$12,750.00
Revisions			\$4,750.00	\$4,750.00
Plan Formatting, Design & Editing		\$3,000.00	\$3,000.00	\$6,000.00
Stakeholder Participation				\$15,050.00
Planning & Design for Public Sessions		\$3,250.00	\$2,000.00	\$5,250.00
Facilitation & Event Support for Public Sessions		\$2,600.00	\$1,300.00	\$3,900.00
Meetings w/ ToP Boards & Commissions		\$3,000.00		\$3,000.00
Interviews w/ ToP elected officials & staff		\$2,000.00		\$2,000.00
Public Review of Draft Plan		\$750.00	\$150.00	\$900.00
Miscellaneous Expenses				\$1,000.00
Printing and Promotional Materials		\$750.00	\$250.00	\$1,000.00
Total Costs by Quarter	\$8,555.00	\$39,015.00	\$20,115.00	
Total Project Cost				\$67,685.00

G. MANUAL SIGNATURE

Calla Rose Ostrander 11.14.2022
 Calla Rose Ostrander, Phoenix Rising Resources, LLC DATE

WARRANTIES

The successful applicant shall indemnify and save harmless the Town against any and all damages to property or injuries to or death to any person or persons, including property and employees or agents of the Town, and shall defend, indemnify and save harmless the Town from any and all claims, demands, suits, actions, or proceedings of any kind, or nature, including workmen's compensation claims, of or by any whomsoever, in any way resulting from or arising out of the operation in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the successful applicant or his sub-contractors.

Should we be selected, we shall procure and maintain, at our own cost and expense, any additional kinds and amounts of insurance that, in our own judgment, may be necessary for their proper protection in the prosecution of the work.

Should we be selected, we shall provide proof of property, liability, and workers compensation insurance with minimum limits of \$1,000,000.00 and will provide the Town with copies of the certificate of insurance upon request, or sign a waiver of liability for any property, liability, or workman's compensation claims.

We will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and will comply with the Americans with Disabilities Act. We will adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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 or compensation; and selection for training, including apprenticeship.

Pursuant to Section 8-17.5-102(1), C.R.S., we certify that, as of the date of its Proposal, it does not knowingly employ or contract with an illegal alien and it has participated or attempted to participate in the Basic Pilot Employment Verification Program (as such term is defined in Section 8- 17.5-101(1), C.R.S.) in order to verify that it does not employ any illegal Aliens.



Proposal for Professional Services: Paonia Master Plan Update
November 10, 2022

Prepared for:
Town Paonia, Colorado



Primary Point of Contact:
Ty Johnson AICP, Planning Manager
734 Main St. Grand Junction, CO 81501
ty.johnson@kaart.com
970-241-0745



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Grand Junction
CO 81501
970.241.0745
planning@kart.com

Town of Paonia Offices
214 Grand Ave.
PO Box 460
Paonia, CO 81428

Re: Town of Paonia Master Plan Update

Dear Members of the Selection Committee,

Kart Planning is pleased to submit this proposal in response to the Town of Paonia’s Request for Proposals for a Master Plan Update. Kart has a long-term presence on the Western Slope of Colorado and brings an intimate understanding of the North Fork Valley and its values to the project.

Our planning, design, & GIS professionals provide the skills necessary to coordinate with Town staff to create a Plan that translates the priorities of community residents and stakeholders into policy statements, goals, objectives, guidelines, maps, and graphics that will guide future land use decisions for the Town.

This planning effort requires an experienced firm that has expertise in public outreach and engagement, meeting facilitation, technical writing, document formatting, map production, supporting graphics, and data analysis. Our qualified staff has the experience in these areas to develop a Master Plan Update for the Town of Paonia that is on schedule and within budget.

We are excited about the opportunity to work with the Town of Paonia on its Master Plan Update and create a Plan that will serve your community for years to come.

Sincerely,

Ty Johnson, AICP
Planning Manager, Kart Planning
ty.johnson@kart.com
970-241-0745



Table of Contents

Table of Contents	2
Firm Profile	3
Key Personnel & Qualifications	4
Relevant Experience	6
Technical Proposal	10
Phase I: Project Kick-Off and Background Research	10
Phase II: Public Outreach	11
Stakeholder Interviews	11
Community Open House #1: Vision	11
Community Open House #2: Land Use, Goals, and Objectives	12
Phase III - Plan Development	12
Project Timeline	13
Cost Proposal	14
RFP Items A-G	15
Independence	15
Application Qualifications and Experience	15
Similar Engagements with Other Government Entities	15
Specific Approach	15
Quality Control	15
Bid Costs	15
Manual Signature	15



Firm Profile

Kart works with clients and communities to implement each project's unique vision. We specialize in land planning, comprehensive planning, project management, code writing, urban design, and landscape architecture. Our experience includes master planning of major subdivisions, drafting land use regulations for large scale PUDs, city park design, urban plazas, streetscapes, and roundabouts. We specialize in the following areas:

- Master Planning
- Site and Land Use Planning
- Land Use Code Revisions
- Streetscapes and Roundabouts
- Comprehensive Planning
- Landscape Architecture & Design
- Project Management
- Public Engagement & Meeting Facilitation
- Charrette Design Workshops

We have extensive experience in securing land entitlements and managing projects from concept phase to project approval, and we have established relationships with planning staff in communities throughout the Grand Valley, Delta, and Montrose. We actively participate in committees on behalf of the development community in the City of Grand Junction and Mesa County to review their land use codes and make recommendations for improvements. Our intimate knowledge of land use codes and planning processes in these communities combined with our established relationships with government officials ensures that the projects we manage meet deadlines within our established budgets.

We are an integrated team of professionals that includes land use planners and landscape architects. Our team is headquartered in Grand Junction and benefits from over 50 years of collective experience working with clients and communities on the Western Slope.





Key Personnel & Qualifications



Ty Johnson, AICP | Planning Manager | Kart

General Qualifications

Ty is a certified planner with extensive project management and land use planning experience. Ty has worked as a land use planner in local government and the private sector where he has relied on his excellent verbal, written, and graphic communication skills to perform a variety of tasks from long-range planning projects to land entitlements. He has experience in public engagement in both the public and private sector and is skilled in technical writing and document production. He prides himself on his ability to understand and translate complex municipal codes. His project management experience includes organizing stakeholder committees and guiding their input to the implementation of capital projects and comprehensive planning efforts. He has participated in a variety of planning projects and research including analysis and interpretation of social, economic, housing, demographic, and land use data.

Relevant Experience

- City of Delta, CO -Delta Unleashed Comprehensive Plan Update (2020)
- City of Delta, CO - Contract Planner (2019-2021)
- City of Delta, CO - Floodplain Management (2019-2021)
- City of Montrose, CO - Existing Conditions Analysis (2016)
- City of Montrose, CO - Riverbottom Park Master Plan (2017)
- City of Montrose, CO - Cerise Park Amphitheater Plan & Design (2017-2018)
- City of Montrose, CO - Planner I (2016-2018)
- City of Grand Junction, CO - Mesa Trails PUD (2022)
- City of Fruita, CO - Raptor Crossing PUD (2022)
- Mesa County, CO - Elk Run PUD Amendment (2021)
- City of Isleton, CA - General Plan, Land Use & Safety Elements (2020-2021)
- City of Shasta Lake, CA - General Plan, Land Use & Safety Elements (2019-2021)

Project Role

Project Manager, Public Engagement, Technical Writing, Document Production

Availability of Project Term

100%



Mallery Reams | Planner and Landscape Designer | Kart

General Qualifications

Since joining Ciavonne, Roberts & Associates in 2011 (now Kart Planning), Mallery has been involved in multiple phases of planning and site design, from master site analysis to detailed site and landscape plans, to preparation of presentation graphics. She is also experienced in design coordination and assisting in presentations to clients and community groups.

Mallery's other experiences include: Conceptual Design and Master Planning for industrial, office, commercial, service, institutional, recreational, and residential uses; Construction Design & Implementation including creation of construction documents. She understands the variations in the profession including land planning and entitlement, site planning, landscape design, irrigation design, grading and drainage, and recreation planning and design. For graphic work she is well versed in Photoshop, Illustrator, and Sketch Up.

Relevant Experience

- Riverfront at Dos Rios (2016–2018)
- Riverside Park & Bike Trail (2016–2018)
- City of Delta Main St. Revitalization (2020)
- City of Rifle Railroad Ave. Revitalization (2019–2021)
- Horizon Drive I-70 Interchange Landscape and Sculpture Placement (2014–2015)
- Horizon Drive Master Plan (2012–2015)
- Las Colonias Masterplan (2013–2017)
- Graphics for multiple projects

Project Role

Public Engagement, Technical Writing, Document Production

Availability of Project Term

100%



Relevant Experience

City of Delta - Contract Planner

Ty served as the City of Delta contract planner from May 2019–March 2021 (note: this work was performed with Dynamic Planning + Science). Ty served as the only member of the Community Development Department during this time frame and was responsible for project management of all land use applications, development review, customer service, floodplain management, and overall administration of the City of Delta Land Use Code. Ty played a major role in the Delta Unleashed Comprehensive Plan as he wrote the grant that was awarded by DOLA and contributed to the selection and management of McCool Development Solutions. He participated in the planning effort by contributing to the formation of the stakeholder committee, assisted with public engagement, and presented regular updates to the Planning Commission.

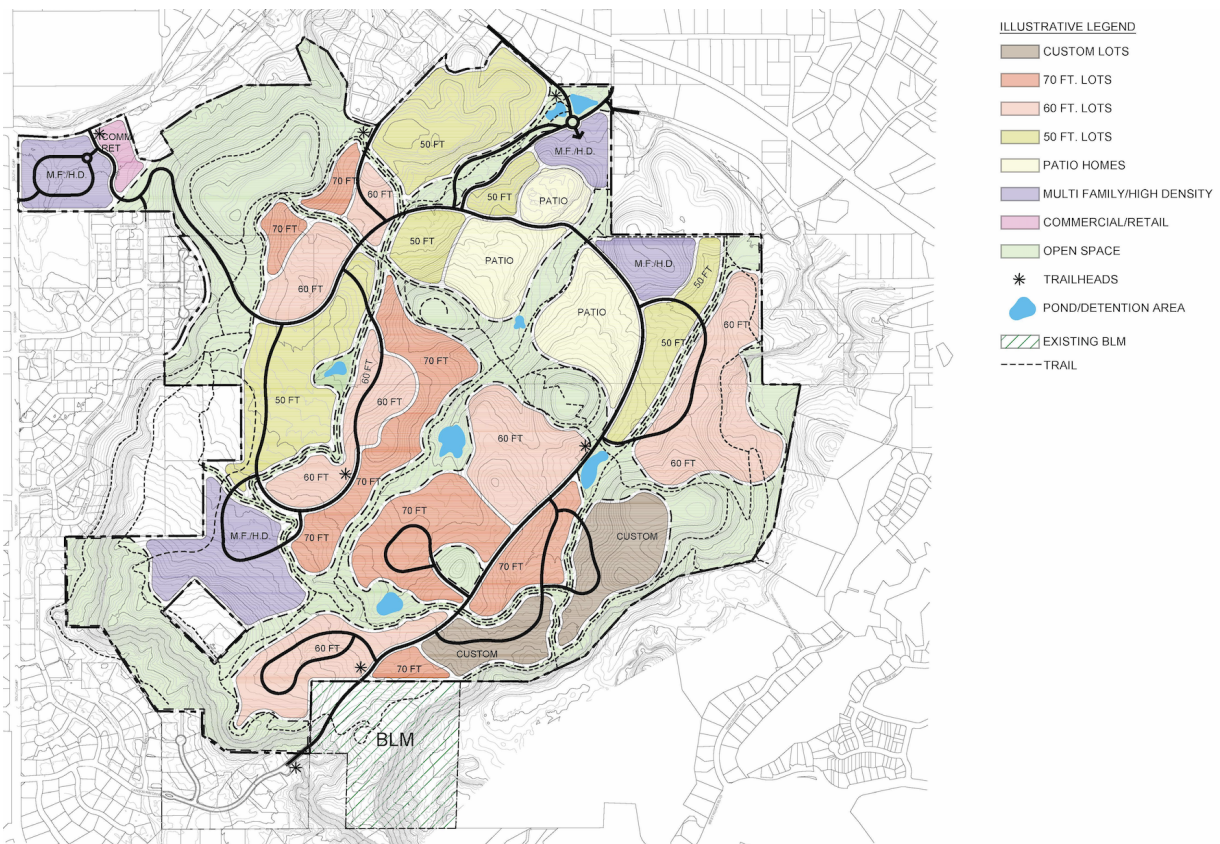


References: Elysse Casselberry, City Manager, City of Delta, 970-874-7566
Jason Foster, Building Inspector, City of Delta, 970-874-7909



Redlands 360 PUD –Master Planning, Land Use Code, and Entitlements

Redlands 360 is a PUD located that encompasses over 600 acres in the Redlands neighborhood of Grand Junction. The project is ongoing and has achieved major entitlements including zoning and the adoption of an inter-governmental agreement. Kart has been responsible for master planning of the development including locating roads, proposed land uses, parks, and irrigation facilities. Additionally, Kart was responsible for drafting the Outline Development Plan (ODP) for the project which serves



as the adopted land use code for the property and defines the zoning, uses, setbacks, height, etc. for the entirety of the development.

We represented the developer at neighborhood and public hearings for adoption of the ODP which was formally adopted by City Council in February of 2022. Kart’s creative and technical expertise has contributed to the success of this project to date and continues to guide the finer details of the development.

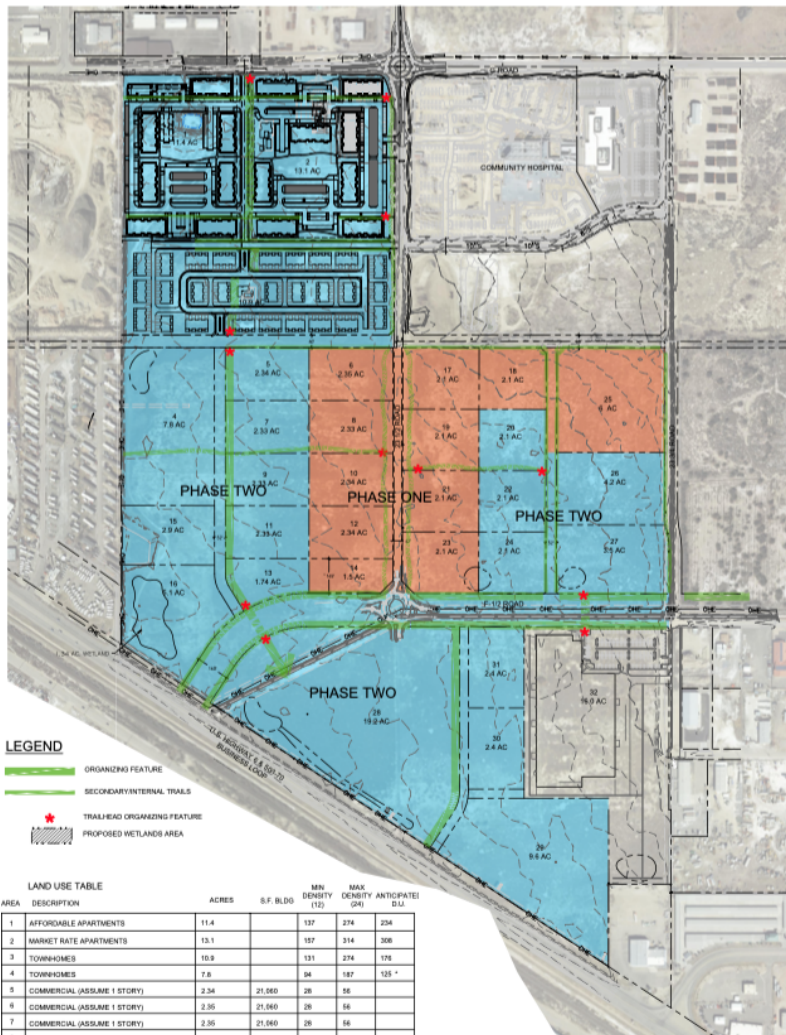
Reference: Kristen Ashbeck, Principal Planner, City of Grand Junction, 970-244-1491, kristena@gjcity.org



Mesa Trails PUD – Master Planning, Land Use Code, and Entitlements

Mesa Trails is a PUD consisting of residential, commercial and industrial uses on approximately 170 acres of land surrounding Community Hospital in Grand Junction. Kart drafted the Outline Development Plan (ODP) for the development which defined the zoning, residential densities, uses, and setbacks and secured entitlement of the ODP through Planning Commission and City Council. Kart worked closely with the civil engineer to design and layout a master plan for the development which included locating roads, lots, land uses, trails, and wetlands.

Additionally, we are working on relocating existing wetlands and designing the wetlands so that it is integrated with proposed land uses and trail networks and serves the development as an amenity and focal point.



LEGEND

- ORGANIZING FEATURE
- SECONDARY/INTERNAL TRAILS
- ★ TRAILHEAD ORGANIZING FEATURE
- PROPOSED WETLANDS AREA

LAND USE TABLE		ACRES	S.F. BLDG	MIN DENSITY (12)	MAX DENSITY (24)	MAX DENSITY ANTICIPATED (24)
1	AFFORDABLE APARTMENTS	11.4		137	274	234
2	MARKET RATE APARTMENTS	13.1		137	314	306
3	TOWNHOMES	10.9		131	274	178
4	TOWNHOMES	7.8		94	187	125 *
5	COMMERCIAL (ASSUME 1 STORY)	2.34	21,060	28	56	
6	COMMERCIAL (ASSUME 1 STORY)	2.35	21,060	28	56	
7	COMMERCIAL (ASSUME 1 STORY)	2.35	21,060	28	56	
8	COMMERCIAL (ASSUME 1 STORY)	2.35	21,060	28	56	
9	COMMERCIAL (ASSUME 1 STORY)	2.35	21,060	28	56	
10	COMMERCIAL (ASSUME 1 STORY)	2.35	21,060	28	56	
11	COMMERCIAL (ASSUME 1 STORY)	2.35	21,060	28	56	
12	COMMERCIAL (ASSUME 1 STORY)	2.35	21,060	28	56	
13	COMMERCIAL (ASSUME 1 STORY)	1.74	15,990	21	42	
14	COMMERCIAL (ASSUME 1 STORY)	1.5	13,000	18	36	
15	COMMERCIAL (ASSUME 1 STORY)	2.9	26,100	35	70	
16	STORMWATER DETENTION	5.1				
17	COMMERCIAL (ASSUME 1 STORY)	2.1	18,900	25	50	
18	COMMERCIAL (ASSUME 1 STORY)	2.1	18,900	25	50	
19	COMMERCIAL (ASSUME 1 STORY)	2.1	18,900	25	50	
20	COMMERCIAL (ASSUME 1 STORY)	2.1	18,900	25	50	
21	COMMERCIAL (ASSUME 1 STORY)	2.1	18,900	25	50	
22	COMMERCIAL (ASSUME 1 STORY)	2.1	18,900	25	50	

LAND USE TABLE, CONTINUED		ACRES	S.F. BLDG	MIN DENSITY (12)	MAX DENSITY (24)	MAX DENSITY ANTICIPATED (24)
23	COMMERCIAL (ASSUME 1 STORY)	2.1	18,900	25	50	
24	COMMERCIAL (ASSUME 1 STORY)	2.1	18,900	25	50	
25	HOSPITAL SUPPORTING BLDG.	5	35,000	72	144	
26	RECREATION CENTER	4.2		0	0	
27	MIXED USE (ASSUME 1 STORY COMM + RES.)	3.5	36,000	0	96	36
28	MIXED USE ENTERTAINMENT DISTRICT	19.2	200,000	250	490	200
29	COMMERCIAL (ASSUME 1 STORY)	9.0	81,400	115	230	
30	COMMERCIAL (ASSUME 1 STORY)	2.4	21,800	29	58	
31	HOTEL (ROOMS)	2.4		60	90	
32	MOSAIC FACTORY HOUSING BUILDING 165 EMPLOYEES	16.0	237,705			

MESA TRAILS
UPDATED MASTER PLAN



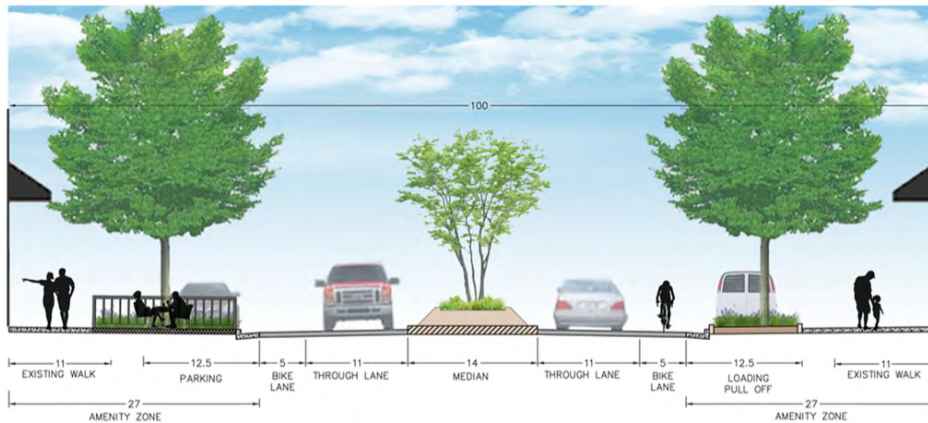
Reference: Jace Hochwalt, Planning Manager, City of Montrose, 970.240.1478, jhochwalt@ci.montrose.co.us



Main Street Redesign – City of Delta

Kart Planning was engaged by Stolfus Associates to contribute planning and landscape architecture to the City of Delta Main Street redesign project.

We assisted the project with aesthetic elements of the design including streetscape, landscaping, lighting, pedestrian facilities, and business amenities. Kart was responsible for creating design concepts including street sections and model renderings to visualize design concepts for Main Street. This project has recently been implemented in Delta.



References: Elysse Casselberry, City Manager, City of Delta, 970-874-7566



Technical Proposal

This section details our proposed scope of work to create a Master Plan Update in collaboration with Town staff, Planning Commission, Board of Trustees, stakeholders, and citizens. The consultant team recommends working closely with Town staff during the kickoff meeting to adjust this scope of work as needed per the needs of the Town of Paonia.

The Master Plan Update will include the following elements, among other elements identified throughout the planning process:

- An introductory chapter with a very brief history of the Town
- Community vision and objectives
- Goals and policies
- Growth framework
- Action plan
- Recreation and tourism element, as required by C.R.S. 31-23-206
- An updated “three-mile plan” for municipalities per Colorado Statutes (C.R.S.) 31-12-105 (1)(e)(I)

Phase I: Project Kick-Off and Background Research

During this phase, the consultant team attends a kick-off meeting with Town staff to review the project schedule and expectations prior to beginning the planning process. The consultant team will work with Town staff during this phase to finalize a public engagement strategy for the project and refine the scope as needed. We recommend the creation of a steering committee during the project initiation phase to provide a public face to the planning process and demonstrate a commitment beyond the walls of Town Hall. The steering committee will ideally include up to 10 stakeholders in the community representing various community interests and they will be expected to attend all public engagement events, as defined in phase II, and will be relied on to spread the word about the Plan effort and invite others to outreach events.

Branding for the Plan update will be determined during this phase and the consultant team will obtain existing plans, maps, and other documents relevant to the project and complete the necessary background research to document how Paonia has changed since the adoption of the current Plan. This will include a review of all existing plans and available data from the 2020 Census and the State Demography Office. The consultant team will prepare an existing conditions report to summarize findings.

Phase I Deliverables: Kick-Off Meeting, Public Engagement Strategy, Existing Conditions Report



Phase II: Public Outreach

The consultant team proposes to support the following elements as part of the public participation process. We have estimated the number and types of engagement typically needed to create a successful Plan update. However, we are flexible and, if selected, will work with Town staff to finalize and adjust the public outreach plan as needed. The consultant team will provide maps, graphics, and presentation materials for all public meetings. Town staff will assist with advertising, scheduling, and facilitating public meetings. The consultant team will make periodic reports to the Planning Commission, in addition to the public engagement events listed below, and we plan to work with Town staff to determine that schedule while finalizing a public engagement strategy in phase I.

Stakeholder Interviews

The consultant team will conduct one-on-one interviews with members of the steering committee to explore issues facing Paonia and discuss specific topics and information themes relevant to each stakeholder. Additional interviews may be conducted as necessary with individuals outside of the steering committee who are representative of local businesses, the agricultural community, and relevant Town departments. Town staff will be relied upon to assist with setting up and conducting interviews.

Community Open House #1: Vision

The first engagement event acts as a public kick-off for the Plan update. This open house event is a chance for the community to revisit the values and vision from the 1996 Master Plan. The existing conditions summary from phase I will be shared with participants. Attendees can provide their input on Paonia's values and what contributes to Paonia's sense of place. We will engage participants with questions on community priorities which will help us understand community values and challenges facing Paonia. Attendees will be questioned on priorities for future capital projects to inform where future infrastructure projects should take place.



Community Open House #2: Land Use, Goals, and Objectives

This open house will contribute to the development of the future land use map, goals, and objectives for the Plan update. The consultant team will encourage participants to note where they would like to see new housing, commercial development, parks, open spaces, streets, and other land uses in the community. Affordable housing and capital projects will be discussed at this open house so the consultant can understand community needs and priorities in these areas. Feedback from this open house will serve as the foundation for the development of the Plan's goals, policies, and future land use map.

Phase II Deliverables: Summary report of stakeholder interview results, draft Plan elements including Plan outline, vision, goals, objectives, and future land use map.

Phase III – Plan Development

During this phase the consultant team will work with Town staff to begin document production for the Plan update. All of the research, interviews, and stakeholder feedback to this point will be translated into a final draft Plan outline. At this point, we recommend a workshop with the Planning Commission to present a progress report and receive final feedback on the Plan framework, vision, goals, and objectives. The consultant team will then begin drafting the Plan update incorporating graphics and maps to make the Plan as user-friendly as possible. Implementation strategies will be completed at this time which will define actions to implement the overarching goals and objectives of the Plan. An administrative draft of the Plan will be created and circulated among Town staff for review during this phase by March 31st, 2023. Feedback from the administrative draft will be incorporated into the development of a public draft. Town staff will assist in posting the public draft on the Town's website for review and comment. Public feedback will then be incorporated into a final draft that will be completed by May 31, 2023.

Phase III Deliverables: Administrative Draft of Plan Update, Public Draft of Plan Update, Final Draft of Plan Update.



Project Timeline

Kart Planning is available to begin the project immediately after the award and contract execution. Below is a project timeline for the completion of the proposed scope of work.

Project Phase	12/1/22	January	February	March	April	May
Phase I						
Phase II						
Phase III						



Cost Proposal

The total costs for the preparation of the Master Plan Update are estimated at \$27,500. The fee schedule below is based on the proposed scope of work. Invoices will be submitted to the Town of Paonia on a monthly basis and will include a project progress report and summary of expenses.

Planning Tasks	Consultant Hours	Sub Total
Proposed Scope of Work		
Phase I: Project Kickoff and Background Research	40	\$5,000
Phase II: Public Outreach	80	\$10,000
Phase III: Comprehensive Plan Development	100	\$12,500
TOTAL	220	\$27,500



RFP Items A-G

Independence

Kart Planning is independent of the Town of Paonia and has not had a professional relationship with the Town of Paonia over the past five (5) years.

Application Qualifications and Experience

Please refer to the following sections in this proposal for detailed information on Kart's qualifications and experience: Key Personnel & Qualifications and Relevant Experience. There has been no disciplinary action taken against the applicant (Kart Planning) or any of its employees in the past five (5) years.

Similar Engagements with Other Government Entities

Please refer to the Relevant Experience section in this proposal for detailed information on Kart's most recent experience with other Government Entities.

Specific Approach

The Technical Proposal section in this proposal defines Kart's proposed methodology for drafting a Master Plan Update that is on time and within budget.

Quality Control

We do not have an external quality control review report on file. However, Kart has a history of honoring its commitments to its clients and providing quality work. Please consider reaching out to the listed references in the Relevant Experience section to learn more about the quality of Kart's work.

Bid Costs

The Cost Proposal Section in this proposal defines the not-to-exceed (NTE) amounts for each phase as defined in the Technical Proposal.

Manual Signature

Kart Planning acknowledges the validity of this proposal and all material contained within.

Ty Johnson, AICP
Planning Manager
Kart Planning

From: [Mary B](#)
To: [Samira V](#)
Subject: Fw: Comments about Master Plan
Date: Thursday, November 17, 2022 7:05:33 PM

Can you please include Ben's comments in the packet for Tuesday?

Thanks,
Mary

From: Ben Graves <benjgraves@gmail.com>
Sent: Thursday, November 17, 2022 6:52 PM
To: Mary B <maryb@townofpaonia.com>; Dave K <DaveK@townofpaonia.com>; Paige S <paiges@townofpaonia.com>; Rick S <RickS@townofpaonia.com>; D Weber <dweber@townofpaonia.com>; Thomas M <ThomasM@townofpaonia.com>; John V <JohnV@townofpaonia.com>
Subject: Comments about Master Plan

Hello all-

I was hoping to attend the meeting to give comments about the Master Plan process, but alas... I have finally succumbed to the Covid and need to quarantine.

After reading the two proposals that were submitted in response to the Master Plan Revision RFP, I'd like to advocate strongly that the Board and Planning Committee seriously consider the proposal submitted by Phoenix Rising et al. The main reason is that their proposal focuses on soliciting public opinion in a number of formats including independently facilitated public meetings. I hope some members of the board remember how lacking and underwhelming the communication and outreach strategy was for the Paonia in Motion recreation plan. Similar to the Kaart proposal, that firm won the bid based on a low bid and a solid resume and delivered a superficial plan that featured little public engagement. What worries me about the Kaart proposal is that they are relying on "Town staff (to) assist with advertising, scheduling, and facilitating public meetings" Is this possible given the Town's current staffing shortage? If implemented correctly, the revision of our Town's Master Plan has the potential to bring our town together around a common vision. I hope the Board will strongly consider the proposal made by locals who understand the nuances of our community and with skin in the game.

Thank you for your consideration.
Ben

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^ Ben Graves
/=\.\^
/=-\=\ Tel: 970-985-3107

Minutes
Planning Commission Meeting
Town of Paonia, Colorado
November 17, 2022 4 PM

RECORD OF PROCEEDINGS

Roll Call

Monica Foguth
Mary Bachran
Dave Knutson
Lyn Howe

ABSENT:
Steve Clissett

Approval of Agenda

Motion made by Mary Bachran, seconded by Dave Knutson to approve the agenda with the Intergovernmental Agreement Discussion moved to the next meeting.

Motion Carries Unanimously

Approval of Minutes

September 6, 2022
October 5th, 2022

Dave Knutson makes a motion, seconded by Mary Bachran to approve the minutes for September 6, 2022 and October 5th 2022

Motion passes unanimously

New Business

1. Review RFP's to make recommendations to the Board of Trustees

PRR Proposal & Kaart Proposal

Short presentation by Calla Ostrander from Phoenix Rising Resources
Discussion ensued about vision, pricing, hours visioning, interviewing, staff time and flexibility.

Mary Bachran makes a motion, seconded by Lyn Howe, to recommend Phoenix Rising Resources with some price reduction

Motion passes with Dave Knutson abstaining

2. Review Intergovernmental Agreement between Delta County Planning Commission and the Town of Paonia

Moved to next meeting

3. Discussion per JDS Hydro Memo about Post Water Moratorium Plans: Annual number of water taps released; in-town vs. out of town.

Mary Bachran introduces the topic: JDS Hydro requires a plan for the sale of taps once the water moratorium is lifted before they can recommend it be lifted.

Discussion covered: sewer taps, annexation, water taps, number limits, limitations, ADU's, housing needs, residents vs developers, intown v out of town needs, resources available, IGA, water companies and input, GIS mapping,

Dave Knutson leaves the meeting.

Monica Foguth makes a motion, seconded by Lyn Howe, to move this discussion to the next meeting so they can see the potential growth numbers.

Lyn Howe makes a motion to amend the main motion to include looking at zoning and GIS mapping

Motion passes unanimously

Adjournment

Samira Vetter, Secretary

Mary Bachran, Mayor

AGENDA SUMMARY FORM

	Adoption of Charter Communications Ordinance 07-2022
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

TOWN OF PAONIA
ORDINANCE 07-2022
FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Paonia, Colorado, a Colorado Statutory Town, hereinafter referred to as the "Grantor" and Spectrum Pacific West, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor does not dispute that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, the Grantor shall comply with the generally applicable and nondiscriminatory provisions Town of Paonia Municipal Code, and applicable state statute in adopting this Franchise; and

WHEREAS, this is not a franchise pursuant to C.R.S. § 31-32-101; and

WHEREAS, the Grantor has the authority to enter into this Agreement pursuant to the authority granted to it under C.R.S. § 31-15-101 et. seq..

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.

B. "Board" shall mean the Town of Paonia Board of Trustees.

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- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the municipal boundaries of the Town of Paonia, including any alterations to the Town boundary by annexation, de-annexation, or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, actually received by the Grantee from Subscribers residing in within the Franchise Area for Cable Service purchased by Subscribers provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 hereto.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of Colorado.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and

extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses.

- O. now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- P. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law. This Franchise and the right to use and occupy said Streets shall not be exclusive, and the Grantor reserves the right to grant the use of said Streets to any Persons during the period of this Franchise.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

Notwithstanding the foregoing indemnification, neither the Grantor nor Grantee does not waive any rights under the statutes and constitution of the State of Colorado or the United States except as otherwise specifically set forth herein.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty-five (35) residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

6.5 Service Standards. Upon reasonable request of the Grantor, not more than once annually and subject to applicable confidentiality protections, Grantee shall meet with Grantor to review maps showing the location of Grantee's Cable Systems within the Town of Paonia.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee, or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. Trimming activities shall at all times be done with care and commonly accepted methods for protection of the trees and public safety during and after the trimming.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9
Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise

or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat

as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13

Public, Educational and Governmental Access

13.1 Access Channel. Grantee shall make available to the Grantor, within one hundred eighty (180) days of a written request, the use of one (1) dedicated Public, Educational and Governmental ("PEG") Access channel in accordance with Section 611 of the Cable Act. Such PEG channel shall be used for non-commercial community programming related to educational and/or governmental activities. Grantor shall have complete control over the content, scheduling, administration and all other programming aspects of the PEG channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. Grantee shall not exercise any editorial control over PEG channel programming. Grantee shall carry the PEG channel on the lowest level of Cable Service.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The

decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Paonia, Colorado
Town Administrator
214 Grand Avenue
Paonia, Colorado 81428
Email: corinne@townofpaonia.com

Copy to: Bo James Nerlin
Devor & Plumhoff
130 N. Park Ave.
Montrose, CO 81401
bo@coloradowestlaw.com

Grantee: John Lee
Senior Manager, Government Affairs 6399
S. Fiddler's Green Circle, 2n^d Floor
Greenwood Village, Colorado 80111
Email: John.L.Lee@Charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public

rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.13 No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Signatures on next page.

AGENDA SUMMARY FORM

	Water Moratorium
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber



Nicolas D. Cotton-Baez
(303) 298-1601 tel
(303) 298-1627 fax
nick@kellypc.com

PACKET MEMORANDUM

TO: Mayor and Trustees
Town of Paonia

FROM: Nicolas D. Cotton-Baez, Town Attorney /s/

DATE: December 13, 2022

RE: Moratorium on Sale of Water Taps

The Interim Town Administrator has received frequent inquiries from property owners and prospective developers regarding the status of the moratorium placed on the sale of water taps by citizen-initiated Ordinance No. 2020-01 (the “Moratorium”).

The Interim Town Administrator, Town staff, and the Town Attorney are seeking Board input on the following items:

1. The Moratorium’s history and intent;
2. The fulfilment of the conditions required to lift the Moratorium by its terms;
3. The role of the Town’s selected water engineer, JDS Hydro, in addressing the conditions required to lift the Moratorium by its terms; and
4. The Board’s interpretation of the term “tap” as defined in Ordinance No. 2020-01.

The Town Attorney may advise the Board to convene in executive session should the Board have specific legal questions.

Attachments:

1. Ordinance No. 2020-01

**State of Colorado
Town of Paonia
Ordinance
2020-01**

AN ORDINANCE OF THE PEOPLE OF THE TOWN OF PAONIA AMENDING CHAPTER 13, ARTICLE 1, OF THE TOWN OF PAONIA MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION 13-1-131, IMPOSING A MORATORIUM ON THE SALE OF WATER TAPS AND PLACING LIMITS ON FUTURE WATER SALES.

WHEREAS, pursuant to C.R.S. § 31-11-101 et. seq., Colorado law recognizes the initiative and referendum powers granted to municipal electors; and

WHEREAS, on or about August 25, 2019, Mr. Bill Brunner, a citizen of the Town of Paonia, submitted an Affidavit of Circulator to the Paonia Municipal Clerk to receive approval of the Town of Paonia to the form of a proposed citizen’s initiative petition; and

WHEREAS, on September 4, 2019, Mr. Bill Brunner and Ms. Kathy Martinez (hereinafter the “Petitioners”), as citizens of the Town of Paonia, filed a citizen’s initiative petition seeking the adoption of an ordinance of the Town of Paonia, amending Chapter 13, Article 1, of the Paonia Municipal Code by the addition of a new Section 13-1-131, imposing a moratorium on the sale of future water sales (hereinafter the “Citizen’s Initiative Petition”).

WHEREAS, on October 3, 2019, the Town Clerk for the Town of Paonia deemed the Citizen’s Initiative Petition complete and provided written notice to the Petitioners of the same; and

WHEREAS, on October 8, 2019, the Board of Trustees undertook a review and consideration of the Citizen’s Initiative Petition and, thereafter, the Board approved submitting the Citizen’s Initiative Petition to the registered electors of the Town of Paonia; and

WHEREAS, on January 7, 2020 the Town of Paonia held a special election regarding the Citizen’s Initiative Petition; and

WHEREAS, the people of the Town of Paonia voted in favor of the Citizen’s Initiative Petition 286 to 203; and

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

Section 1. Amendment of Town Code.

Chapter 13, Article 1, of the Town Code is amended by the addition of the following:

Sec. 13-1-131 Moratorium.

- (a) Definitions. As used in this Section, unless the context clearly indicates otherwise, the following terms shall have the following meanings.

Moratorium means suspension of the sale of domestic water taps that the Town of Paonia is

not legally obligated to serve on the effective date of this ordinance.

Tap means a physical service connection to the municipal domestic water supply distribution system or right to water supplied by the Town of Paonia. For the purposes of this Section, tap shall also include the extension of water delivery pipes.

(b) Moratorium on the Sale of Water Taps.

A moratorium is hereby imposed on the sale of water taps by the Town of Paonia.

(c) Requirements for termination of the moratorium and limits on future sales.

(1) This moratorium shall be in effect until the following conditions are met:

(i) A report, bearing the seal of a licensed engineer experienced in domestic water supply systems, finds that the Town of Paonia has in operation sufficient infrastructure and associated water rights to serve all existing obligations for water into the foreseeable future, and;

(ii) A report, bearing the seal of a licensed engineer experienced in domestic water supply systems, quantifies additional obligations, enumerated in the form of water taps, that the Town of Paonia can reasonably supply without the likelihood of adversely affecting the service to existing water tap holders.

(d) The Town of Paonia shall not incur obligations for more water taps than the number quantified in the report required by subsection (c)(I)(ii) above, unless another report meeting the conditions of subsection (c)(1)(ii) establishes a new limit.

(e) This moratorium shall not apply to water delivered at a stand pipe or public tap operated by the Town of Paonia.

Section 3. Severability.

If any provision of this ordinance or the application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications. The provisions of this ordinance are expressly declared to be severable.

Section 4. Effective Date.

This ordinance shall become effective upon publication, January 29, 2020.

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AGENDA SUMMARY FORM



Executive Session

Summary:

Vote:	Trustee Knutson	Trustee Markle	Trustee Smith
Trustee Stelter	Trustee Valentine	Trustee Weber	Mayor Bachran (Tie)

AGENDA SUMMARY FORM

	Mayor's Report
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

Mayor's Report
12-13-22

Region 10 Board of Directors Meeting 12-8-22

- Workforce Housing Gap Study Presentation
 - Three main gaps
 - Production gap – can't keep up with demand
 - Affordability gap
 - Construction labor gap
 - Excellent presentation
- Executive Director Report – Michelle Haynes
 - New position - Infrastructure Project Navigator-continuing to work with the state on the contract for the position to help other small communities with grant funding.
- Small Business Resource Center – Nancy Murphy
 - Will continue to host the regional Small Business Development Center (SBDC) office through OEDIT.
 - Workshops and Trainings
 - Finance Friday: Types of Taxes, Fri, Dec 9, 2:30-3:30p.m.
- Business Loan Fund – Dan Scinto
 - Steep decline in loan applications due to primarily an increase in interest rates
- Community Development – Trish Thibido
 - Regional Housing Data Meta-Analysis (February – Dec 2022)
- Community Living Services – Eva Vetch
 - Community conversations are complete
- Regional Broadband – Corey Bryndal
- Gunnison Valley Transportation Region Committee – Vince Rogalski

AGENDA SUMMARY FORM



Finance: Weber & Smith
 Parks: Knutson & Stelter
 Streets: Valentine & Markle
 Water/Sewer/Trash/AWC: Weber & Markle
 Personnel: Smith & Valentine
 Public Safety: Knutson & Stelter
 Paonia Tree Board: Trustee Valentine

Summary:

Vote:	Trustee Knutson	Trustee Markle	Trustee Smith
Trustee Stelter	Trustee Valentine	Trustee Weber	Mayor Bachran (Tie)