



TOWN OF PAONIA
214 GRAND AVENUE
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, APRIL 11, 2023 6:30 PM
[HTTPS://US02WEB.ZOOM.US/J/86975696016](https://us02web.zoom.us/j/86975696016)
MEETING ID: 869 7569 6016
ONE TAP MOBILE
17193594580

Roll Call

Correspondence Received

Approval of Agenda

Announcements

Public Comment

Consent Agenda

Disbursements

Staff Reports

Interim Town Administrator

Police Department

Progress Report

Blotter

Public Works Director

Town Clerk

Actions & Presentations

Other Items

- [1. International Society of Arborists- Rocky Mountain Chapter Event in the Park Approval- Kelley Mazur](#)
- [2. Letter of Support for River District Grant](#)
- [3. Staff recommendation about USFS prescriptive burn in the West Elks around Town of Paonia Springs](#)
- [4. Approval of MOU between Paonia Police Department and Bureau of ATFE](#)
- [5. Approval of funding for repairs to Town financial system](#)
6. Ratification of funding approval for emergency sewer repair
- [7. Relationships with North Fork Pool, Park and Recreation District and North Fork Creative Coalition](#)
- [8. Intergovernmental Agreement Growth Management Plan with Delta County Approval](#)
- [9. Recommendation from Planning Commission for Zoning/Building Municipal Code changes](#)
- [10. Discussion of CML request to oppose SB 23-213 and approval of opposition resolution and letter.](#)
- [11. Board Priorities survey results](#)

Executive Session

An Executive Session, pursuant to Section 24-06-402(40)(b), C.R.S., for purposes of conferencing with the Town Attorney for the purposes of receiving legal advice on specific legal questions related to the removal of officers pursuant to Section 31-4-307, C.R.S.

Mayor & Trustee Reports

Adjournment

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

II. CONSENT AGENDA

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

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

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

III. EXECUTIVE SESSION

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

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

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

IV. SUBJECT TO AMENDMENT

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

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

Town of Paonia



Correspondence Received

Town of Paonia



Samira V

From: Mary B
Sent: Tuesday, April 4, 2023 8:32 AM
To: Leslie
Cc: Samira V
Subject: Fw: Riverbank Maintenance Concerns

Follow Up Flag: Follow up
Flag Status: Flagged

Do you think this should go somewhere in the packet as a Board update?

From: Libby Collins <libby@cowestlandtrust.org>
Sent: Monday, April 3, 2023 5:11 PM
To: Mary B <maryb@townofpaonia.com>; Leslie <leslie@townofpaonia.com>
Cc: Cory Heiniger <Coryheiniger_PW@townofpaonia.com>; Ben Graves <bgraves@deltaschools.com>
Subject: Riverbank Maintenance Concerns

Mary and Leslie,

I met with Cory, Jason (Cory's staff member) and Ben Graves (The Nature Connection) last Thursday, March 30th. We discussed future maintenance and management issues of the portion of the Riverbank property that may be acquired for public open space and the maintenance of a proposed pedestrian bridge that would cross the river on an existing Paonia parcel.

Overall, we agreed that maintenance of this type of open space tends to be less expensive than "Park" maintenance. This is because there are no irrigation or mowing costs, no trash pickup or bathroom maintenance. Furthermore, this type of open space lends itself well to collaborative partnerships and volunteer programs. We also agreed that it is important that the Town of Paonia understand what management and maintenance will be required.

Below are a few issues that we addressed:

1. Trail construction and trail maintenance would be directed by The Nature Connection and Ben Graves, who currently directs trail maintenance on the adjacent land owned by the school district. CWLT would recommend an MOU between The Nature Connection and the Town of Paonia that states that both entities are in agreement on this. Paonia already is working on a draft maintenance plan with The Nature Connection for the trail on the School District's land and the WSCC land. This plan would then extend to this land if owned by the Town. Trail construction would be funded through grant funds acquired with assistance by The Nature Connection as occurred in 2016 and 2021.
2. CWLT would hold the conservation easement on the property that would require the Town of Paonia to have a Management Plan for the property. CWLT usually works closely with the landowner to create a management Plan that clearly outlines roles and responsibilities moving forward. I can provide additional information about how the Plan works. The Plan is a useful tool for the landowner and can evolve over time to adapt to changing conditions.
3. Ben, Cory, Jason and I all agreed that there is plenty of opportunity to support a Western Colorado Conservation Corps to cut and remove downed trees. Funding comes through Colorado Youth Corps Association in partnership with Great Outdoors Colorado. This land, conserved for public open space, would qualify for this funding.

- 4. Volunteer programs are very beneficial for the restoration and maintenance of the trail and land as well as for the community. As many partner organizations, including CWLT, can tell you, engaging volunteers of all ages outdoors builds and strengthens community.
- 5. Cory would like to ensure that he understands future pedestrian bridge maintenance. Libby will connect him with the City of Grand Junction's Public Works Department staff since they have installed and maintain a number of these types of bridges.

Please let me know if you need any additional information or have any questions regarding how you would like to present this information to your Town Council. Just so you know, our next steps are to work with a conservation easement appraiser to understand preliminary values of the land so that we can begin to understand how we may negotiate with the current Riverbank landowner.

Thank you very much for continuing this conversation with us at CWLT.

Best,
Libby

Libby Collins
Project Manager

libby@cowestlandtrust.org
[970.263.5443](tel:970.263.5443)
 1006 Main St
 Grand Junction, CO 81501
cowestlandtrust.org



COLORADO WESTLAND TRUST





DONATE NOW

Samira V

From: Karen Fogg <karenleefogg@gmail.com>
Sent: Friday, April 7, 2023 10:38 AM
To: Dave K; Paige S; Rick S; John V; Thomas M; D Weber
Cc: Samira V
Subject: Samira please put this in the correspondence part of next Tuesday's agenda

To the Trustees,

After watching the last regular Town Council meeting I was left very concerned about how two agenda items were dealt with:

1. the administrator hiring process
2. the Grand Avenue Entertainment District

On the first issue: Trustee Smith wants to start the same hiring process all over again for a third time. Good grief, why? This method wasn't successful the first two times! What makes her and the rest of you think it is going to work a third time? Trustee Weber brought up the option of not have an administrator at all but, instead, use the Hotchkiss "model" where they have functioned just fine for over thirty years without an administrator. This option was instantly jumped on with emphatic protests from Mayor Bachran and Trustee Smith. No consideration, no thinking, just quick-draw reactions. This kind of thoughtless behavior always surprises me when it comes from well educated people. For some reason I think that education gives people a wider perspective and the ability to think about and weigh many options in problem solving. Obviously not is this case.

All they and any Trustee have to do is talk to the Hotchkiss Mayor and ask how they manage. All they have to do is go the Hotchkiss clerk and ask how the staff manages. But no, Mayor Bachran and Trustee Smith are so rigid in their beliefs that they have no interest in becoming educated. Believe me, I know Hotchkiss Mayor Wingfield and he is not willing to do any more work than you, Mayor Bachran and believe me, he doesn't. So go find out how they have been able to run the town of Hotchkiss for over thirty years without an administrator. Make an educated decision for a change and thoughtfully weigh your options.

On the second issue: I couldn't help but notice that Mayor Bachran was trying very, very hard to get Trustees to vote to consider a Grand Avenue Entertainment District. This agenda item was so poorly presented by the promoters, very few of us could understand what the plan was. They were beyond poorly prepared and the idea wasn't even half baked. I noticed that Trustee Valentine came in late on Zoom and when asked by Samira for his vote on a previous issue he said that he was "just here to observe". However when the Entertainment District came up, he did vote and he voted for it. Hummm? I suspect the Mayor Bachran requested that he, a man in a great deal of pain and who is probably on drugs to ease that pain, get on Zoom and support her on yet another one of her pet projects. Furthermore, I couldn't help but notice that three times she asked Trustee Knutson if he wanted to make a motion for council to consider the Street issue. He kept hesitating. She kept twisting his arm... and hard. He finally started to make the motion then after a few words, he looked up and just said no.

Once again Mayor Bachran, you resorted to bullying. Once again you went beyond your duties as Mayor.

Karen Fogg, concerned Paonia citizen.

Town of Paonia



Staff Reports

To: The Honorable Mayor Mary Bachran and Board of Trustees

From: Leslie Klusmire, Interim Town Administrator

RE: Administrator’s Report

Date: April 11, 2023

2023 Board Priorities Survey: Survey results are attached to this memo. I will bring the original list of priorities to the meeting. Please direct the staff regarding your final priorities.

Water and Sewer Improvements, including those necessary to lift the tap moratorium: The Mayor sent in three grants to cover the costs of the hydrogeologic study. The Town committed to a cash and in-kind contribution of \$50,000. These funds will come from the \$45,000 budget for spring redevelopment and in-kind contributions of labor to install two meters.

As you know, we had a significant sewer line collapse Thursday night, and you met in an emergency meeting to approve funding to fix it. I will continue to work with DOLA to fund this unexpected major expense. Tonight, we need you to ratify your decision on Friday.

Town Administrator Search: Good news. Even though this is the third round, we are receiving applications.

Report on the Town’s financial management and data

Two expert Finance Directors have reviewed the Town’s broken accounting system, viewed the extensive number of bank accounts, and reached similar conclusions. CML recommended Professional Management Systems to help the Town diagnose problems and develop a roadmap to achieving financial management best practices resulting in accurate financial records and reporting.

Professional Management Systems sent an experienced former Finance Director and Caselle expert on Monday, April 3, to diagnose why the Town cannot access accurate financial information.

First, the good news. The consultant interviewed staff members involved in accounting and told me Paonia has an excellent and very capable staff - Ruben Santiago, Sam Vetter, and Joann Katzer. They were especially impressed with Deputy Clerk Amanda Mojarro’s expertise and knowledge.

The following deficiencies have been found:

1. **Improper creation of Funds:** There are an extraordinary number of funds in Caselle, many more than what has been presented on the Excel spreadsheets you may have seen. Most of these funds were not approved by the Board as is required by state statute. The result is that the system is so complicated that accurate financial reports cannot be produced. 2022 bank accounts have yet to be reconciled, and accurate trial balances cannot be run. Accounts payable are out of balance for March. Caselle cannot be used to do accurate cash allocations because of these problems. March 2023 shows a \$21,000 error.

Professional Management Systems Recommendation: Reorder the accounting system according to a governmental account standard practices (GASP) including all governmental activities in the General Fund preserving only two additional governmental funds that were approved by the Board or required by the state statute - the Capital Improvement Fund and the Conservation Trust Fund. The board established the Sidewalk Replacement Fund, but since it is a fee, it should be incorporated as a revenue stream, not a separate fund. Many of the funds were set up for grants. Grants are not funds; they are revenue streams and should be accounted for that way. Three enterprise funds would remain: Sewer, Water Enterprise, and Trash Funds.

Two options for reordering the system were recommended. Either:

- I. Archive the accounting structure and start afresh with a properly structured accounting system. This is less expensive but does not allow the Town to run financial data analysis with past years' data.
- II. Restructure the entire accounting system. This will be somewhat more expensive but will allow the financial data analysis needed to obtain loans and bonds.

Staff Recommendation: Given that the Town is embarking on significant capital improvement work, I recommend the second alternative because funders will need the historical financial analysis.

Benefit to Town: This reordering follows GFOA (Government Finance Officers Association best practices and GASP (Government Accounting Standard Practices). It significantly cut down on audit costs and the extraordinary number of hours it took to download raw data and reorder it in Excel. Data in manipulated Excel spreadsheets were found to have errors.

2. **Budget has never been entered in Caselle.** The Town's budget documents do not follow GFOA best practices. According to the reviewer, 2023 is "massively long" and difficult to understand. I noticed this as well.

Professional Management Systems Recommendation: Restructure the 2023 budget so that it can be easily understood and is in a format that can be entered into the accounting system after Caselle is restructured.

Staff Recommendation: I will do this work under the instructions of Professional Management Systems.

Benefit to Town: This reordering follows GFOA (Government Finance Officers Association) best practices and GASP (Government Accounting Standard Practices). It will significantly cut down on audit costs and the extraordinary number of hours it took to download data and reorder in Excel. Data in manipulated Excel spreadsheets were found to have errors.

After this is accomplished, Board members, the Town Administrator, and Department Heads can access up-to-date and accurate financial information from Caselle as needed. Department Heads can manage their own budgets.

- 3. **Chart of accounts has been set up contrary to best practice:** Some line items have the same account numbers, and the accounts don't match the budget. This may be part of the reason Caselle is returning errors.

Professional Management Systems Recommendation: Align the chart of accounts so that it will serve Caselle and allow financial activity actions to work. This will save time and be accurate.

- 4. **The Town Administrator has not been able to access accurate information regarding the amount of reserves the Town has in each fund:** This is probably due to the "extreme"—the term used by Professional Management Systems—number of funds in the system. Aggregating governmental activities so one can determine what reserve monies are still available is impossible. Until the system is fixed, we have had to use the 2021 audit reserve amounts in our grant applications. After determining reserves from the 2022 closeout, we can update our grant applications.

- 5. **When the Professional Management Systems was in Caselle, it kept crashing.** There is a problem with the software stored on the Phonz server.

Professional Management Systems Recommendation: Hosting Caselle on a third-party server may not be the best option. Professional Management Systems recommends that Phonz, contact Caselle. The Town may want to consider switching to Caselle cloud hosting. In addition, the Town has no service contract with Caselle. The Town Clerk has contacted Caselle regarding a service contract.

This will allow staff to contact Caselle anytime for help with operations and problems.

- 6. **Caselle has free training available in Provo, Utah, through August:** I recommend we send two staff members to the training including Amanda who has the most knowledge of the Caselle system.
- 7. **The Town has purchased Caselle modules that aren't being used:** The Professional Management Systems recommended that we use Professional Management Systems to help them set up.
- 8. **Extraordinary number of bank accounts:** An extraordinary number of bank accounts have been created, some with abnormally low balances. The usual structure for a town this size is one or two checking accounts and one to three investment accounts. Bank accounts may have been used as accounting devices, although the reason for this large number is not known. Accounting software is the only accounting device that should be used.

Professional Management Systems Recommendation: This fall, consolidate the bank accounts so the Town can easily track its reserves and cash flow.

- 9. **Erosion of Proper Internal Controls:** I understand that internal controls were implemented after the embezzlement of Town funds eleven years ago. Most of those internal control functions properly done by other staff were reclaimed by the Finance Director. One crucial internal control remains the Finance Committee's invaluable involvement in reviewing disbursements and signing checks. I have been reestablishing internal controls, and staff is scheduled to be trained to properly execute those activities once the system is fixed.

Staff recommendation: The Board of Trustees should be familiar with internal control best practices for small communities and insist on staff preserving them. If there are problems, the problems should be addressed in a way that preserves internal controls.

- 10. **Audit:** Professional Management Systems advises that we are not ready for the auditor because of the problems they found. Lisa Herman, the auditor, has informed me that she is retiring this year and will no longer be available next year. She cannot change the April 16 appointment scheduled for information gathering, and we have to find another auditor. Professional Management System can produce the necessary financial reports for the auditor for this year after fixing the system. They know a retired auditor that can

perform the audit from those statements. In the meantime, I will prepare an RFP for auditing services for the Town.

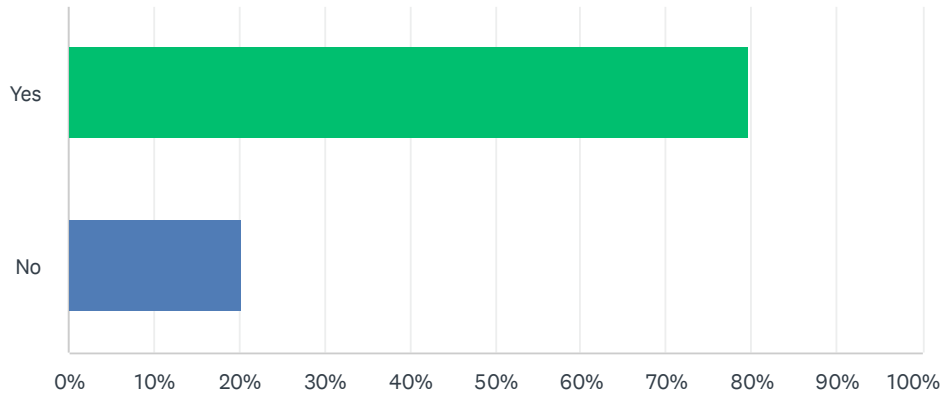
11. **Meter reading is done manually**, and reads are entered manually. Professional Management Systems recommends we switch to radio reads immediately. They were very impressed with Amanda’s skill set. They believed that if Amanda could free up countless hours now spent entering reads manually, she could take on other necessary bookkeeping activities.

All of this will be expensive to reconcile. I have discussed methods with the experts to keep costs to a minimum. DOLA has pledged grant support to provide the Town some relief for the costs.

I recommend we proceed post haste to address all these issues. The Board of Trustees and the staff need accurate, reliable and easy-to-understand financial information to skillfully manage public funds and ensure trust in the Town of Paonia’s management of public monies. I have attached the agreement with Professional Management Systems for your approval. Overall, the Board of Trustees is ultimately responsible for the financial management of the Town. The work of staff should be accessible to the Board in a readily understandable and accurate format at all times. It is my goal to return the ability to manage Town finances to the Board of Trustees.

Q1 Do you live in the Town of Paonia?

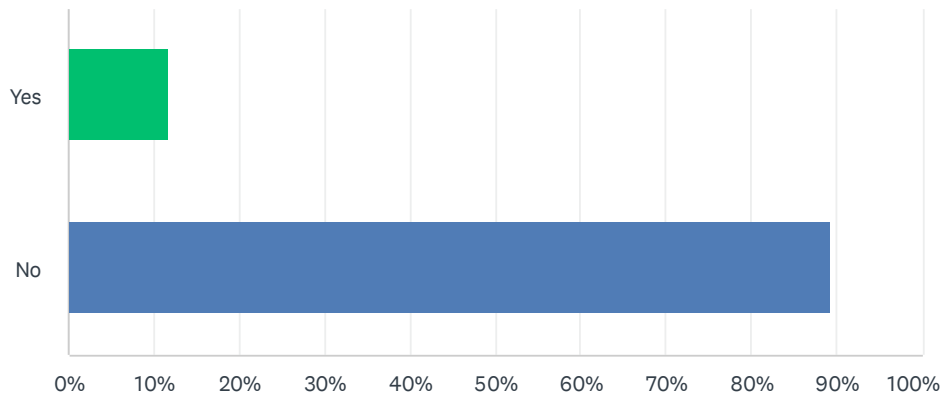
Answered: 99 Skipped: 2



ANSWER CHOICES	RESPONSES
Yes	79.80% 79
No	20.20% 20
Total Respondents: 99	

Q2 Do you own a business or work in the Town of Paonia but don't live here?

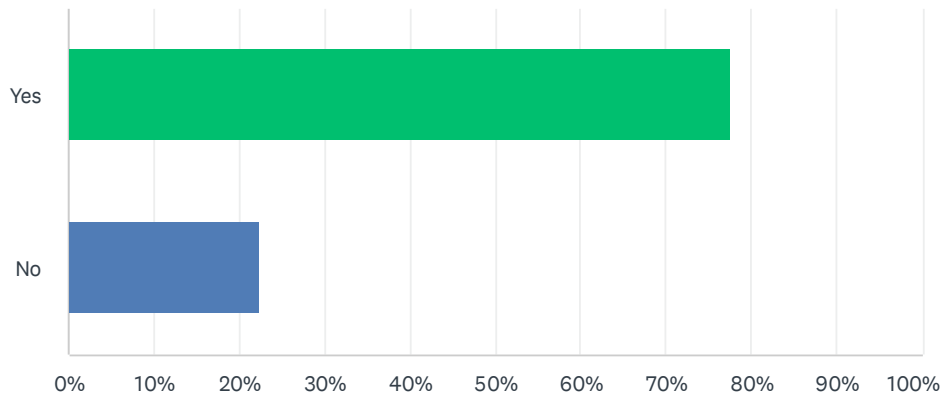
Answered: 93 Skipped: 8



ANSWER CHOICES	RESPONSES
Yes	11.83% 11
No	89.25% 83
Total Respondents: 93	

Q3 Do you live within 2 miles of the Town of Paonia boundary?

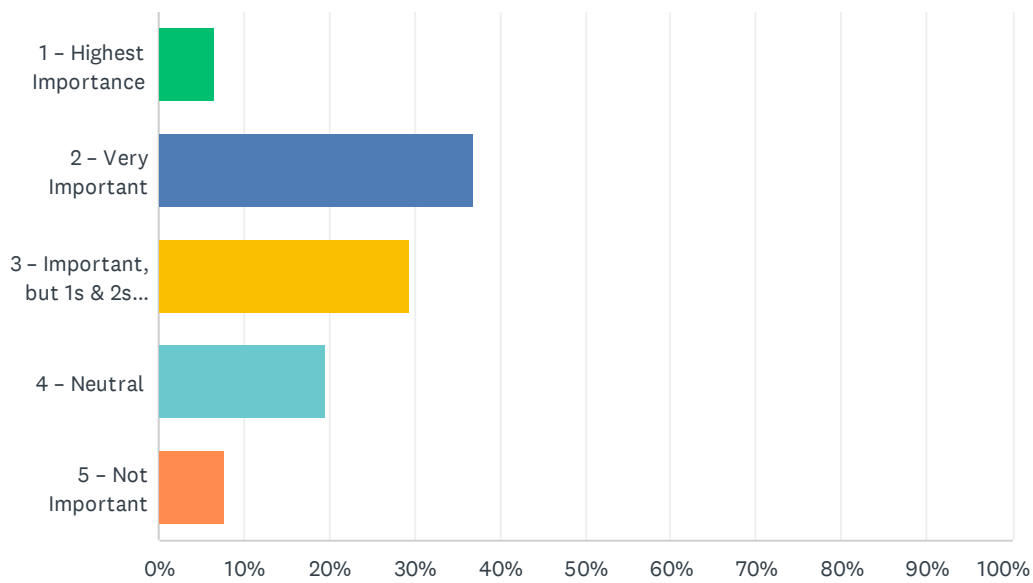
Answered: 94 Skipped: 7



ANSWER CHOICES	RESPONSES
Yes	77.66% 73
No	22.34% 21
Total Respondents: 94	

Q4 Municipal Code Rewrite – Update the Town Code and resolve its flaws

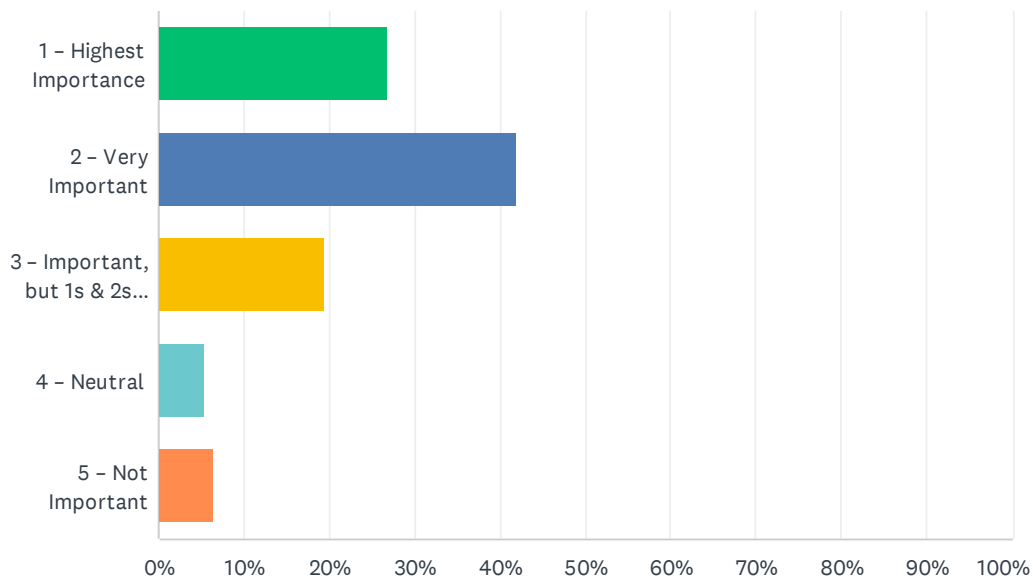
Answered: 92 Skipped: 9



ANSWER CHOICES	RESPONSES
1 – Highest Importance	6.52% 6
2 – Very Important	36.96% 34
3 – Important, but 1s & 2s come first	29.35% 27
4 – Neutral	19.57% 18
5 – Not Important	7.61% 7
TOTAL	92

Q5 Create a Capital Improvement Plan as part of the Town Budget

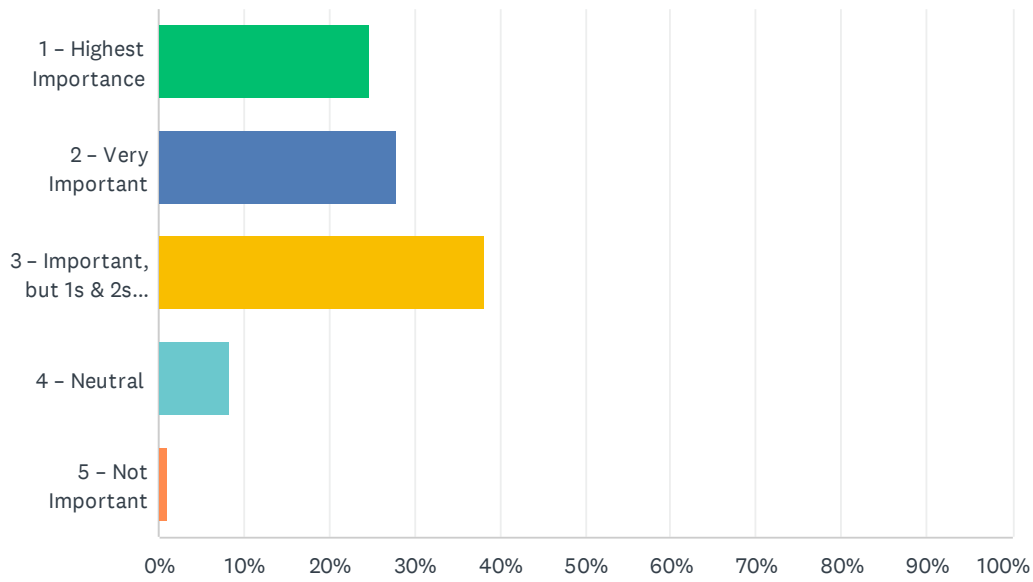
Answered: 93 Skipped: 8



ANSWER CHOICES	RESPONSES
1 – Highest Importance	26.88% 25
2 – Very Important	41.94% 39
3 – Important, but 1s & 2s come first	19.35% 18
4 – Neutral	5.38% 5
5 – Not Important	6.45% 6
TOTAL	93

Q6 Improve financial reporting

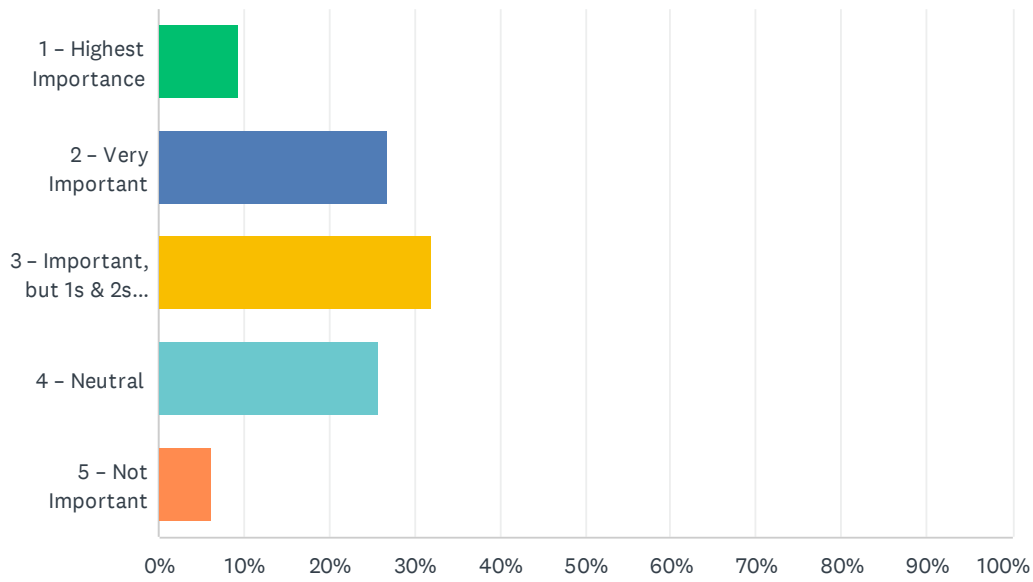
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	24.74%	24
2 – Very Important	27.84%	27
3 – Important, but 1s & 2s come first	38.14%	37
4 – Neutral	8.25%	8
5 – Not Important	1.03%	1
TOTAL		97

Q7 Update the website, Improve citizen communication

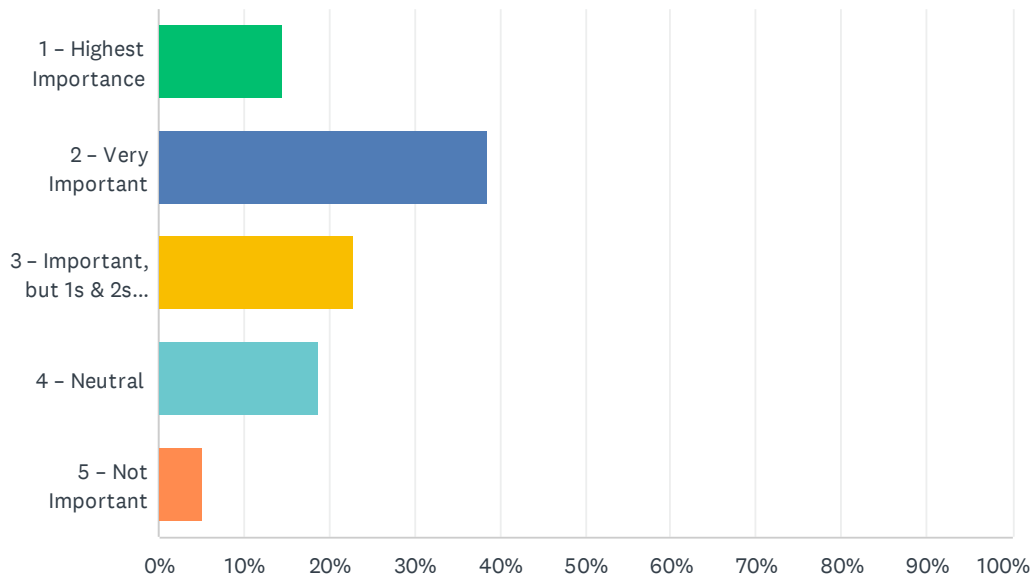
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	9.28%	9
2 – Very Important	26.80%	26
3 – Important, but 1s & 2s come first	31.96%	31
4 – Neutral	25.77%	25
5 – Not Important	6.19%	6
TOTAL		97

Q8 Improve staff and Board relationships

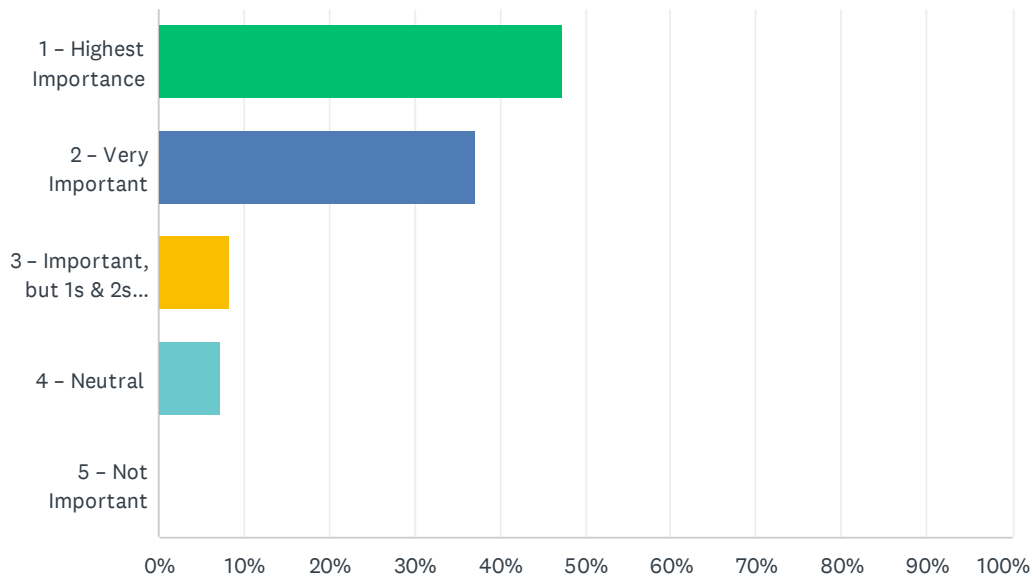
Answered: 96 Skipped: 5



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	14.58%	14
2 – Very Important	38.54%	37
3 – Important, but 1s & 2s come first	22.92%	22
4 – Neutral	18.75%	18
5 – Not Important	5.21%	5
TOTAL		96

Q9 Make Repairs to the Clock Treatment Plant, and bring it online

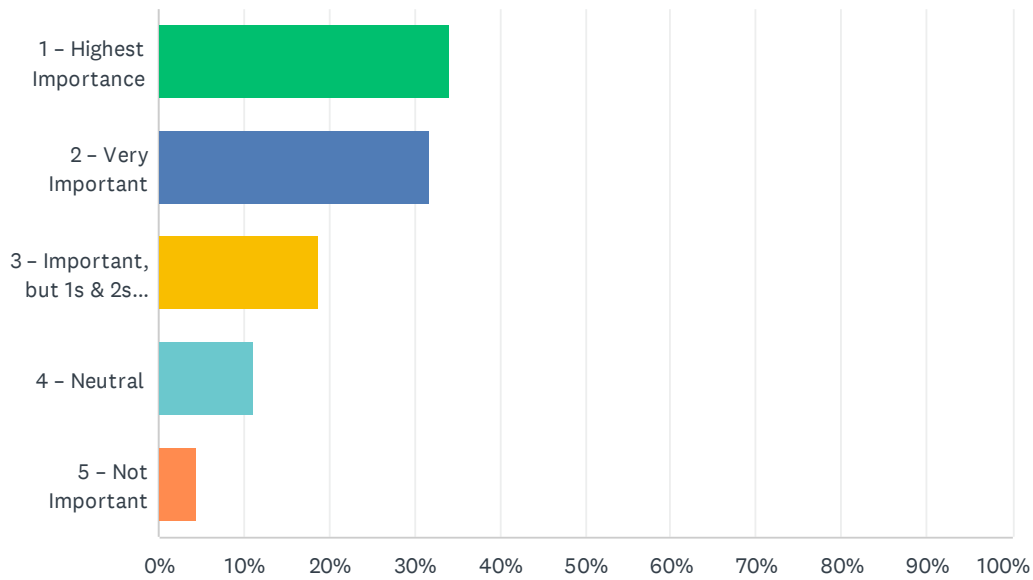
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	47.42%	46
2 – Very Important	37.11%	36
3 – Important, but 1s & 2s come first	8.25%	8
4 – Neutral	7.22%	7
5 – Not Important	0.00%	0
TOTAL		97

Q10 Create a Capital Improvement Plan as part of the Town Budget

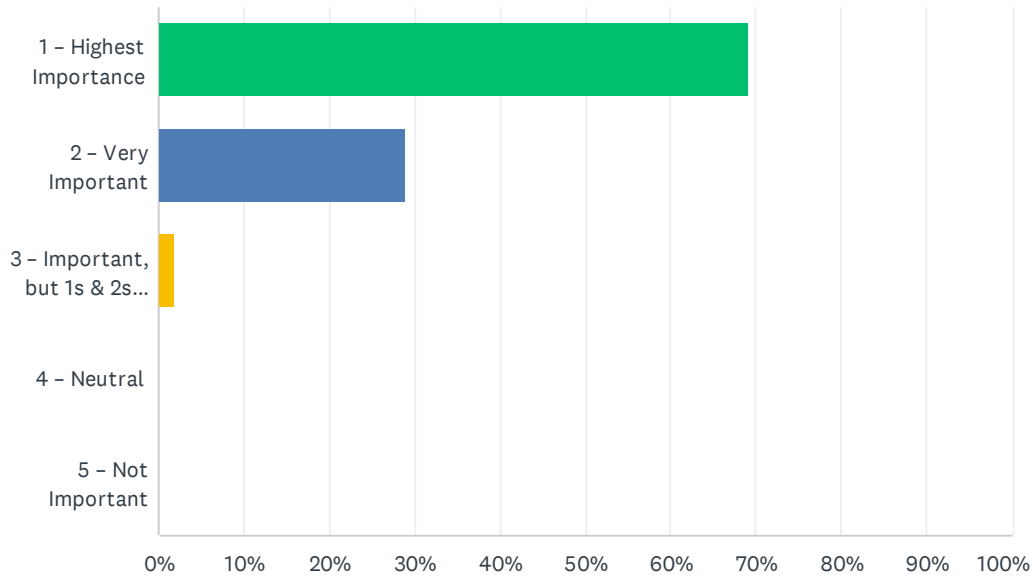
Answered: 91 Skipped: 10



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	34.07%	31
2 – Very Important	31.87%	29
3 – Important, but 1s & 2s come first	18.68%	17
4 – Neutral	10.99%	10
5 – Not Important	4.40%	4
TOTAL		91

Q11 Clean up the springs, and make basic source water improvements

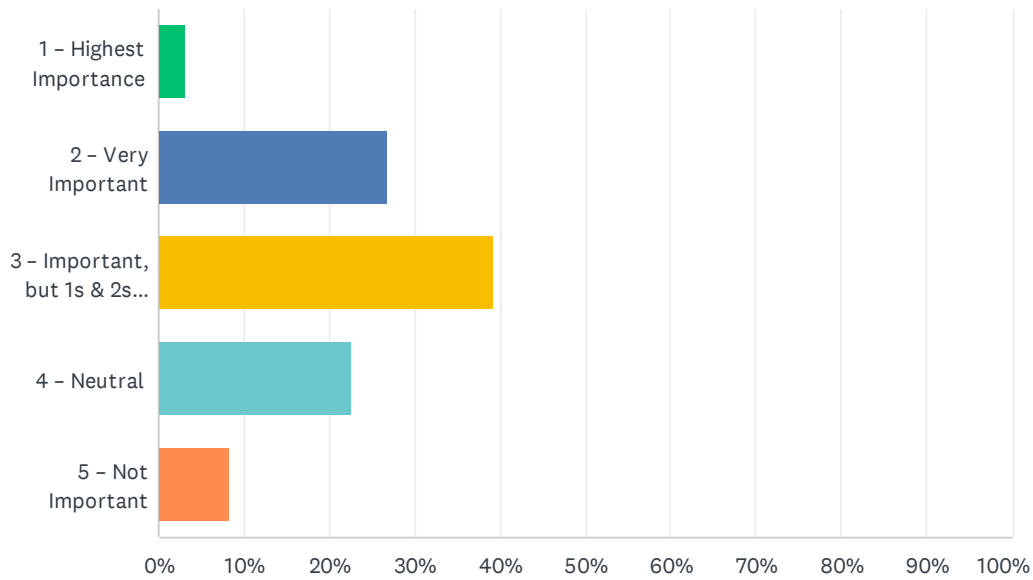
Answered: 100 Skipped: 1



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	69.00%	69
2 – Very Important	29.00%	29
3 – Important, but 1s & 2s come first	2.00%	2
4 – Neutral	0.00%	0
5 – Not Important	0.00%	0
TOTAL		100

Q12 Repave Samuel Wade Bridge

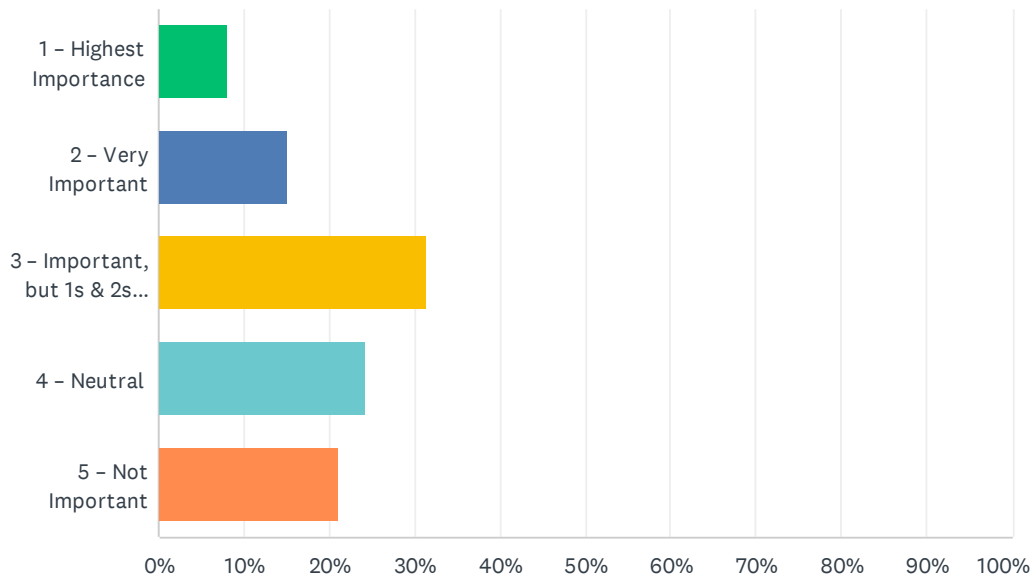
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	3.09%	3
2 – Very Important	26.80%	26
3 – Important, but 1s & 2s come first	39.18%	38
4 – Neutral	22.68%	22
5 – Not Important	8.25%	8
TOTAL		97

Q13 Make Park Improvements, including rebuilding the stage, improving bathrooms, installing wi-fi

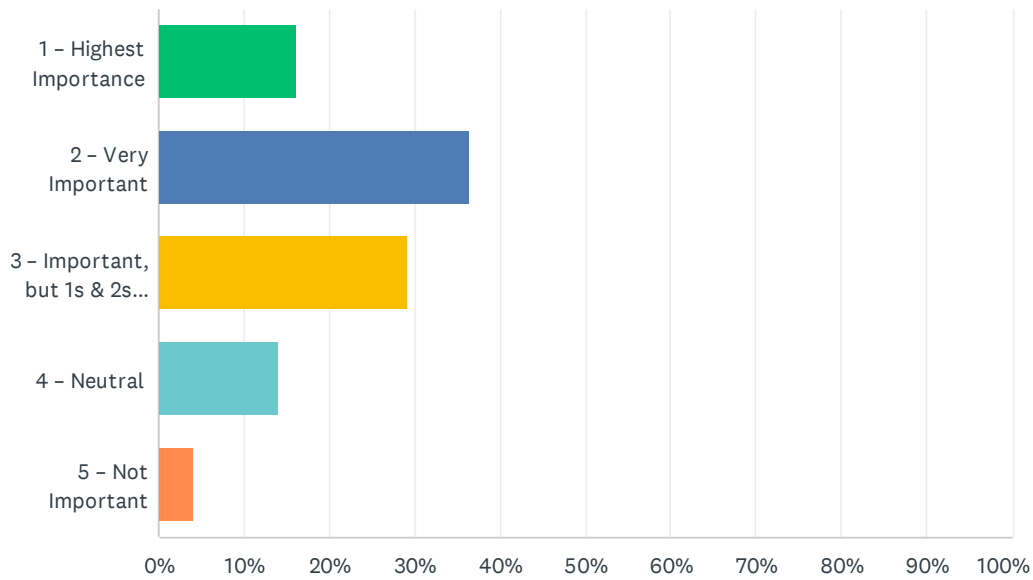
Answered: 99 Skipped: 2



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	8.08%	8
2 – Very Important	15.15%	15
3 – Important, but 1s & 2s come first	31.31%	31
4 – Neutral	24.24%	24
5 – Not Important	21.21%	21
TOTAL		99

Q14 Develop a schedule for chip-sealing roads for capital improvement plan

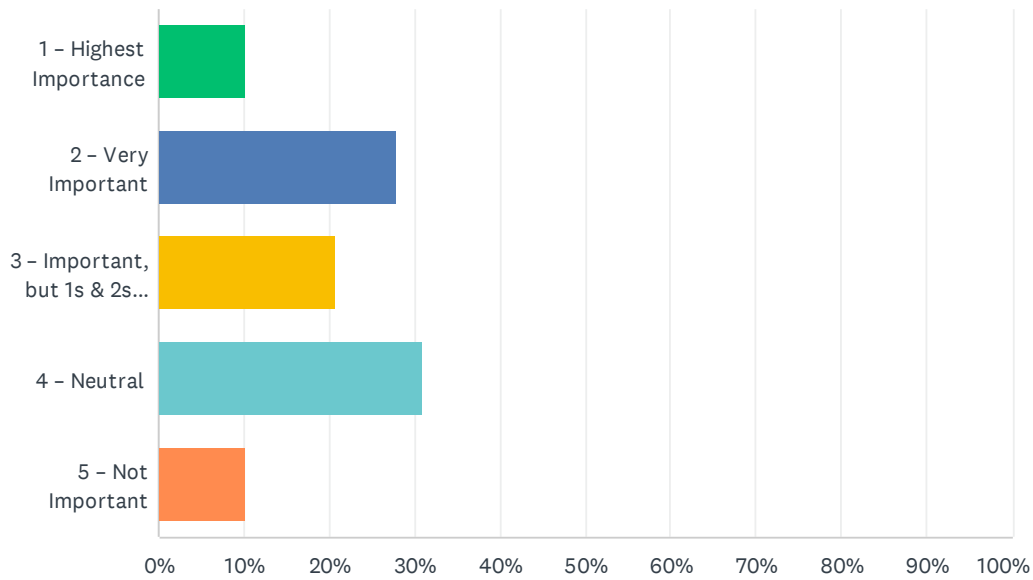
Answered: 99 Skipped: 2



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	16.16%	16
2 – Very Important	36.36%	36
3 – Important, but 1s & 2s come first	29.29%	29
4 – Neutral	14.14%	14
5 – Not Important	4.04%	4
TOTAL		99

Q15 Town Administrator to develop a new Trustee Training Program

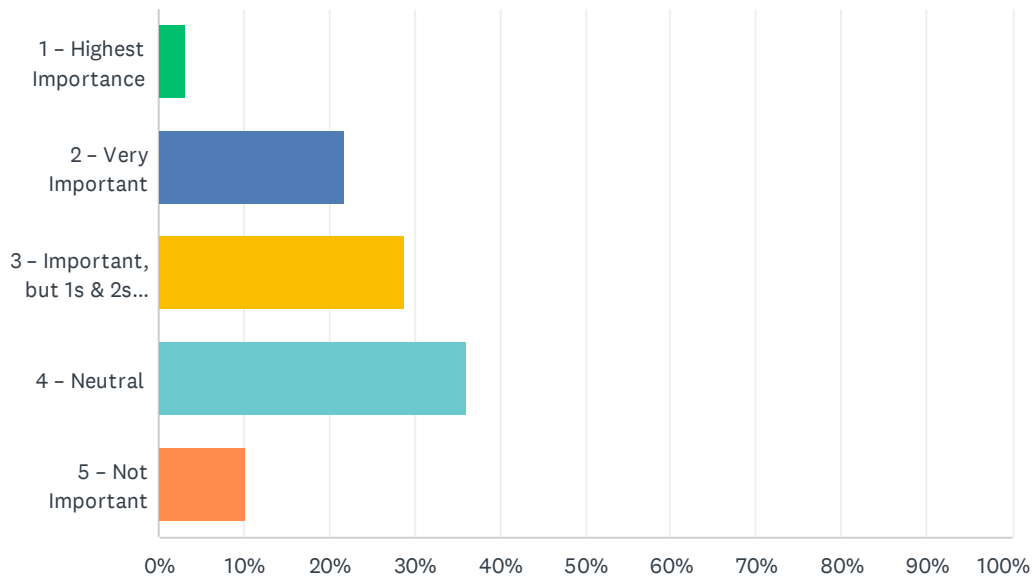
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	10.31%	10
2 – Very Important	27.84%	27
3 – Important, but 1s & 2s come first	20.62%	20
4 – Neutral	30.93%	30
5 – Not Important	10.31%	10
TOTAL		97

Q16 Town Administrator to develop a candidate briefing program during the election process

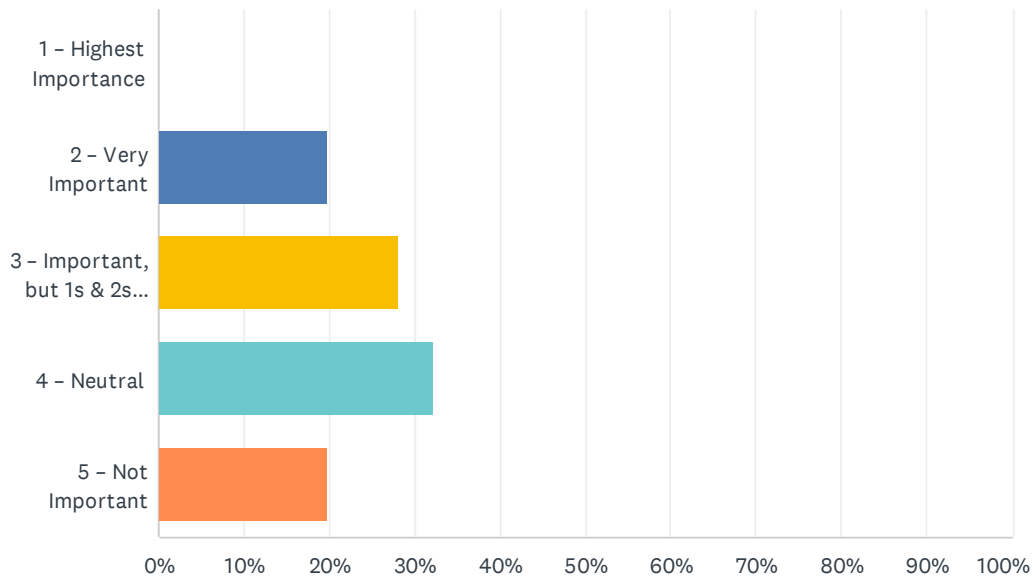
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	3.09%	3
2 – Very Important	21.65%	21
3 – Important, but 1s & 2s come first	28.87%	28
4 – Neutral	36.08%	35
5 – Not Important	10.31%	10
TOTAL		97

Q17 Department heads to introduce new employees at Board meetings

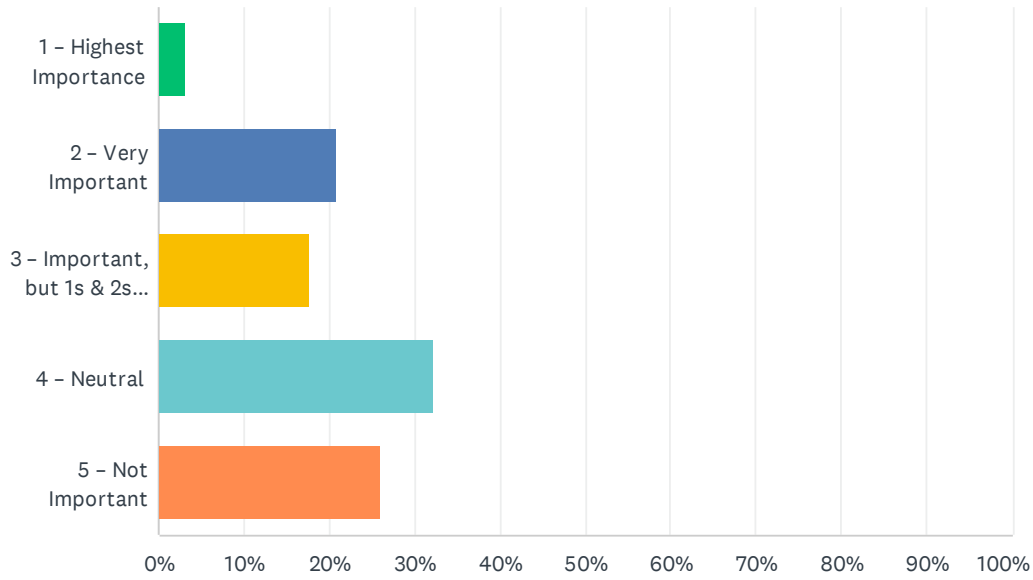
Answered: 96 Skipped: 5



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	0.00%	0
2 – Very Important	19.79%	19
3 – Important, but 1s & 2s come first	28.13%	27
4 – Neutral	32.29%	31
5 – Not Important	19.79%	19
TOTAL		96

Q18 Recognize staff for anniversaries, awards, and other milestones

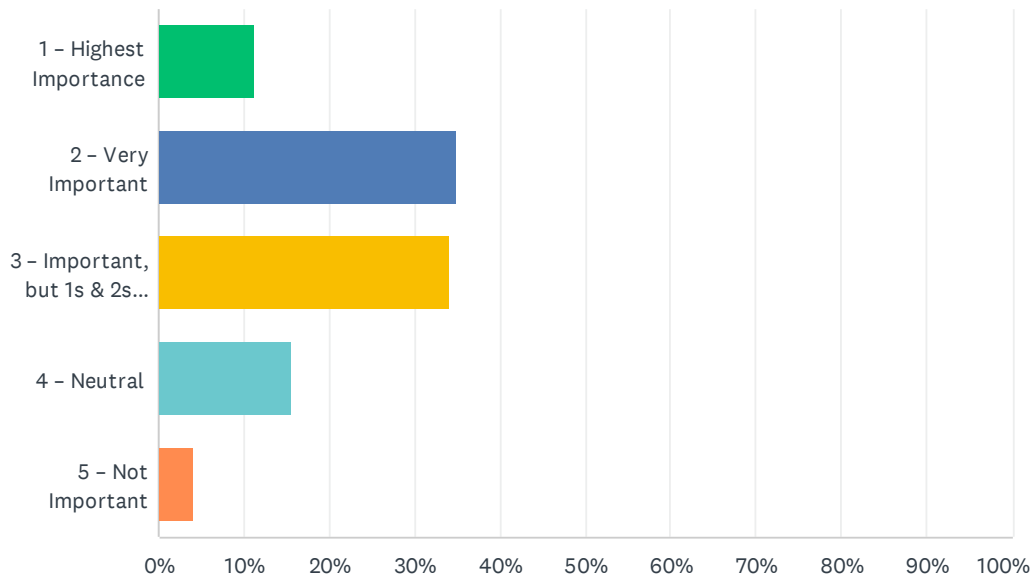
Answered: 96 Skipped: 5



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	3.13%	3
2 – Very Important	20.83%	20
3 – Important, but 1s & 2s come first	17.71%	17
4 – Neutral	32.29%	31
5 – Not Important	26.04%	25
TOTAL		96

Q19 Computer security audit

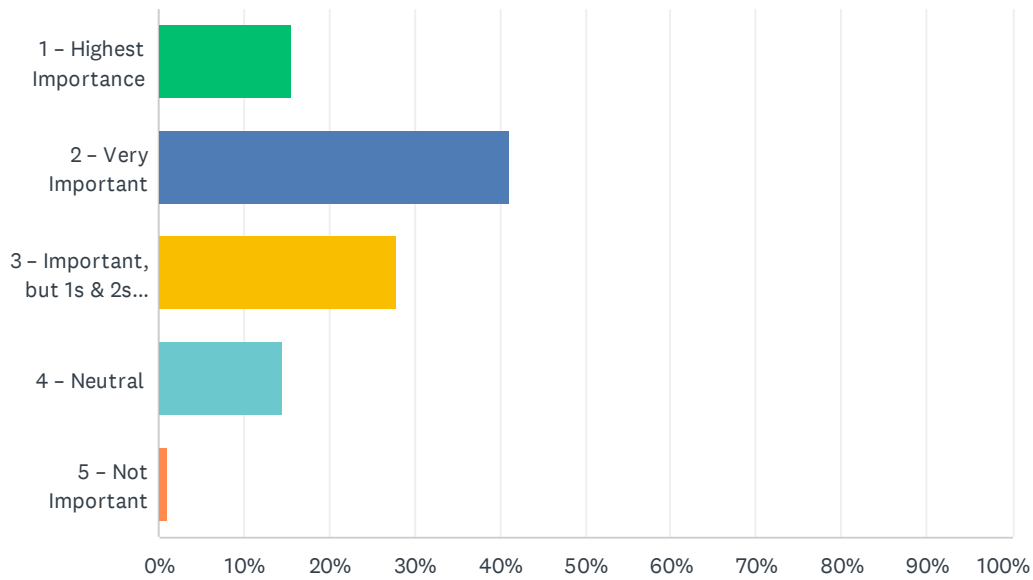
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	11.34%	11
2 – Very Important	35.05%	34
3 – Important, but 1s & 2s come first	34.02%	33
4 – Neutral	15.46%	15
5 – Not Important	4.12%	4
TOTAL		97

Q20 Show the public know how marijuana money is being spent

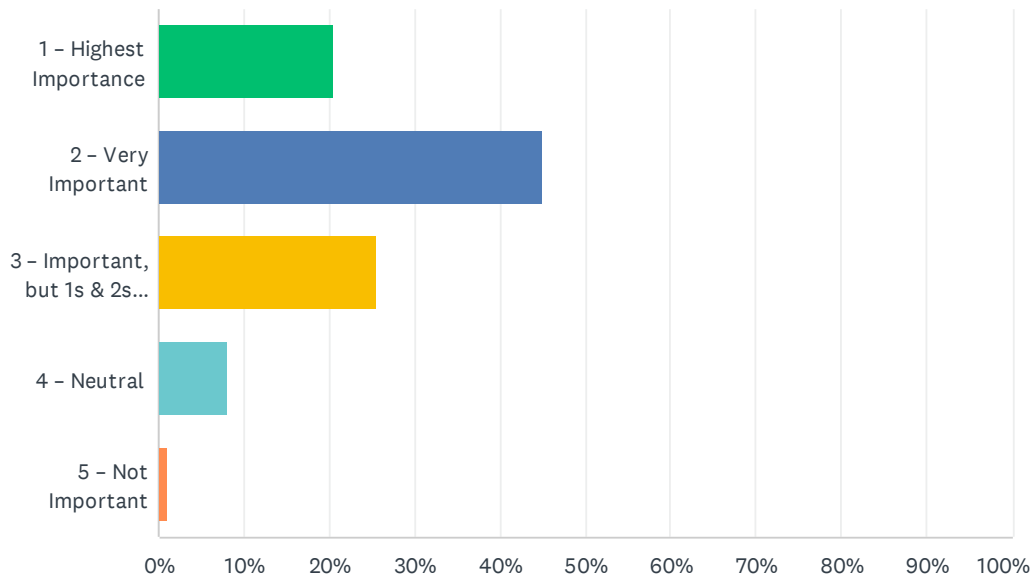
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	15.46%	15
2 – Very Important	41.24%	40
3 – Important, but 1s & 2s come first	27.84%	27
4 – Neutral	14.43%	14
5 – Not Important	1.03%	1
TOTAL		97

Q21 Show public know how sidewalk money is being spent

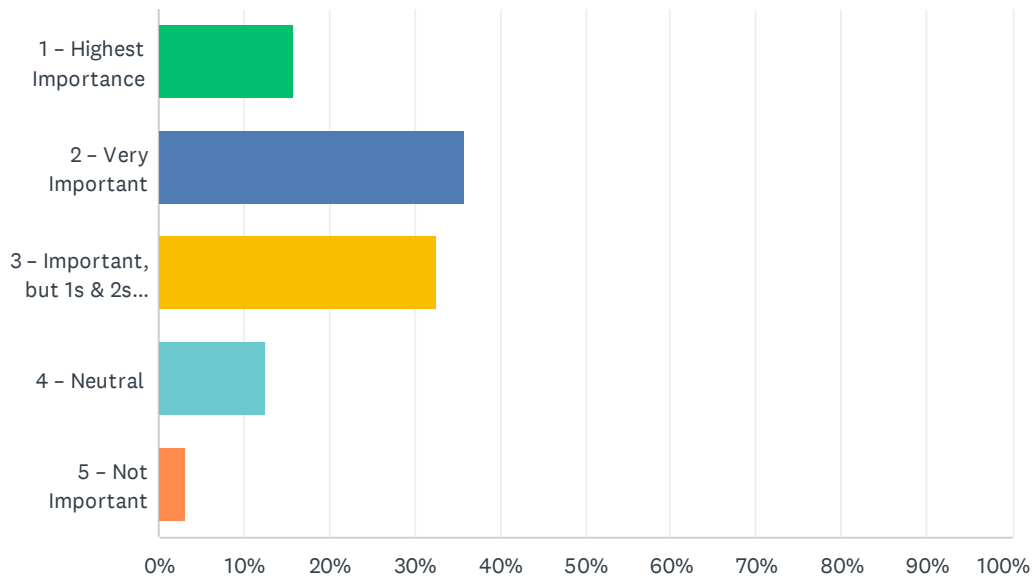
Answered: 98 Skipped: 3



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	20.41%	20
2 – Very Important	44.90%	44
3 – Important, but 1s & 2s come first	25.51%	25
4 – Neutral	8.16%	8
5 – Not Important	1.02%	1
TOTAL		98

Q22 Ramp up grant tracking and reporting

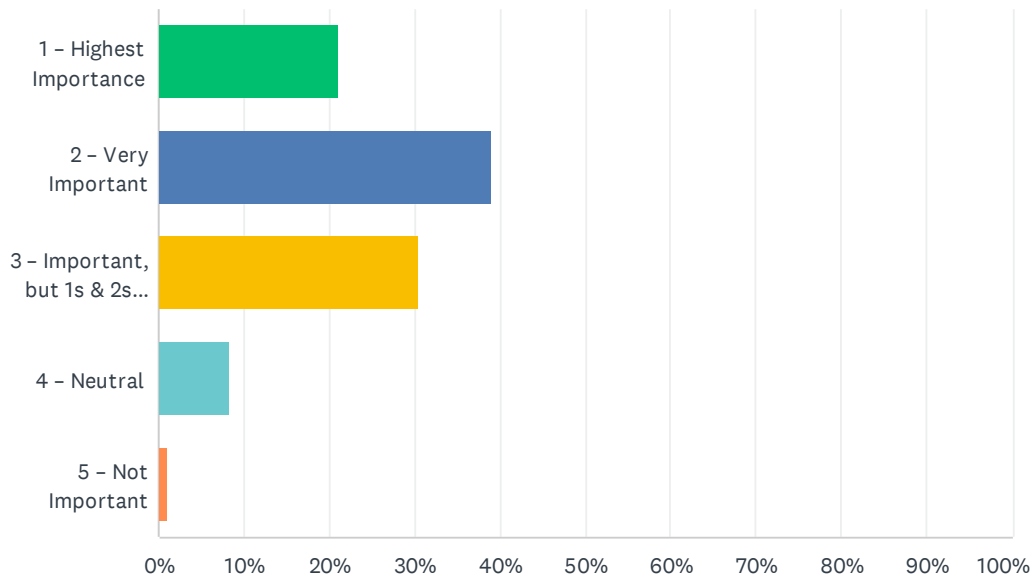
Answered: 95 Skipped: 6



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	15.79%	15
2 – Very Important	35.79%	34
3 – Important, but 1s & 2s come first	32.63%	31
4 – Neutral	12.63%	12
5 – Not Important	3.16%	3
TOTAL		95

Q23 Improve the budget process

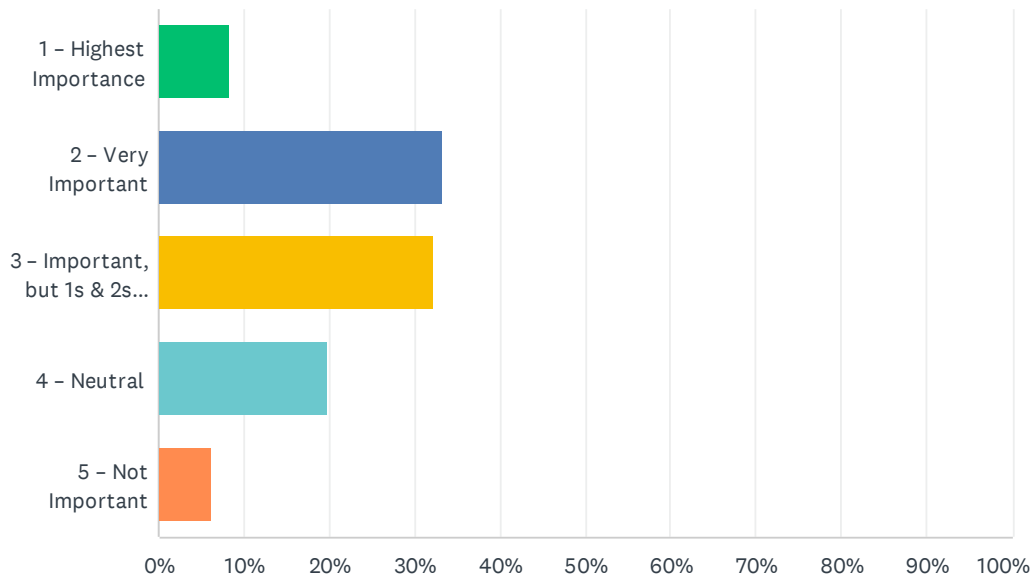
Answered: 95 Skipped: 6



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	21.05%	20
2 – Very Important	38.95%	37
3 – Important, but 1s & 2s come first	30.53%	29
4 – Neutral	8.42%	8
5 – Not Important	1.05%	1
TOTAL		95

Q24 Keep up with utility billing enforcement for non-payers

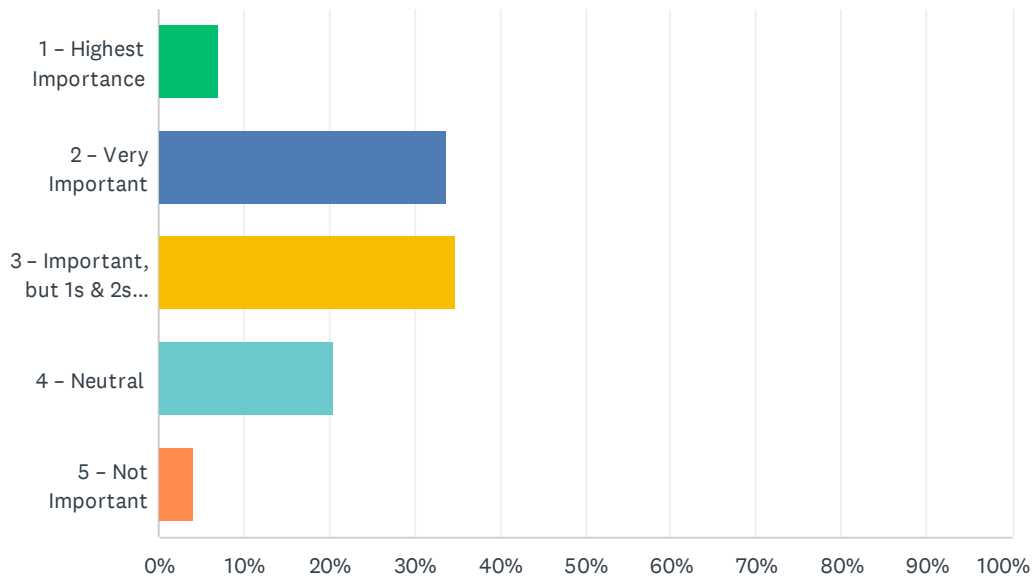
Answered: 96 Skipped: 5



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	8.33%	8
2 – Very Important	33.33%	32
3 – Important, but 1s & 2s come first	32.29%	31
4 – Neutral	19.79%	19
5 – Not Important	6.25%	6
TOTAL		96

Q25 Update the Website to include events, water information

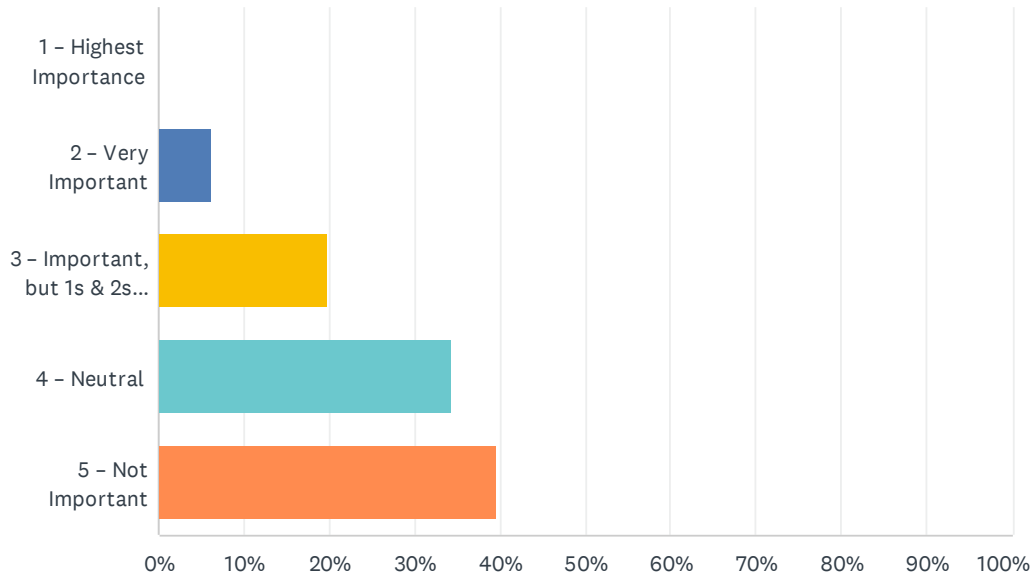
Answered: 98 Skipped: 3



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	7.14%	7
2 – Very Important	33.67%	33
3 – Important, but 1s & 2s come first	34.69%	34
4 – Neutral	20.41%	20
5 – Not Important	4.08%	4
TOTAL		98

Q26 Prescription Drug “turn-in” Program

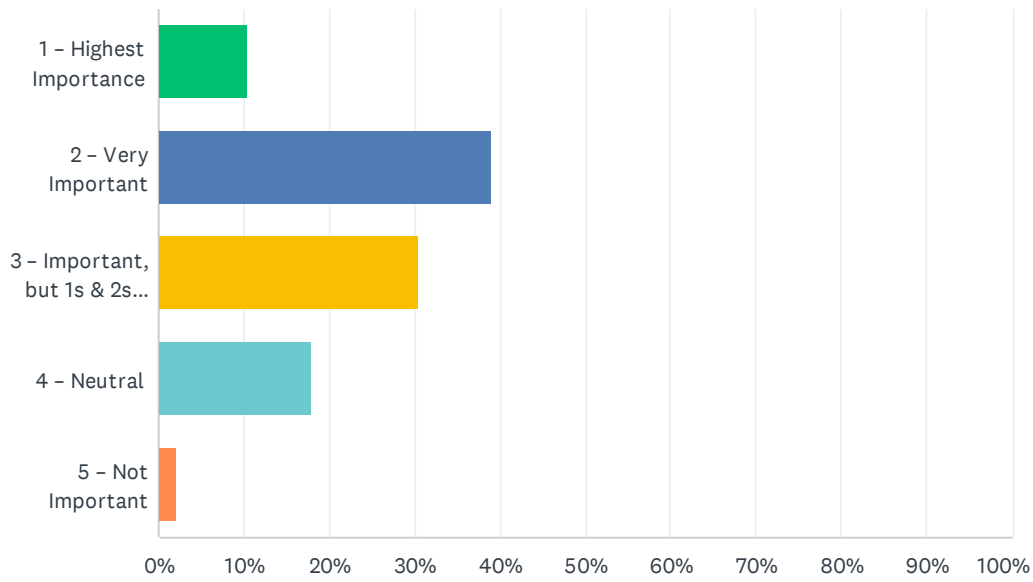
Answered: 96 Skipped: 5



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	0.00%	0
2 – Very Important	6.25%	6
3 – Important, but 1s & 2s come first	19.79%	19
4 – Neutral	34.38%	33
5 – Not Important	39.58%	38
TOTAL		96

Q27 Replace Dorris Sewer Line

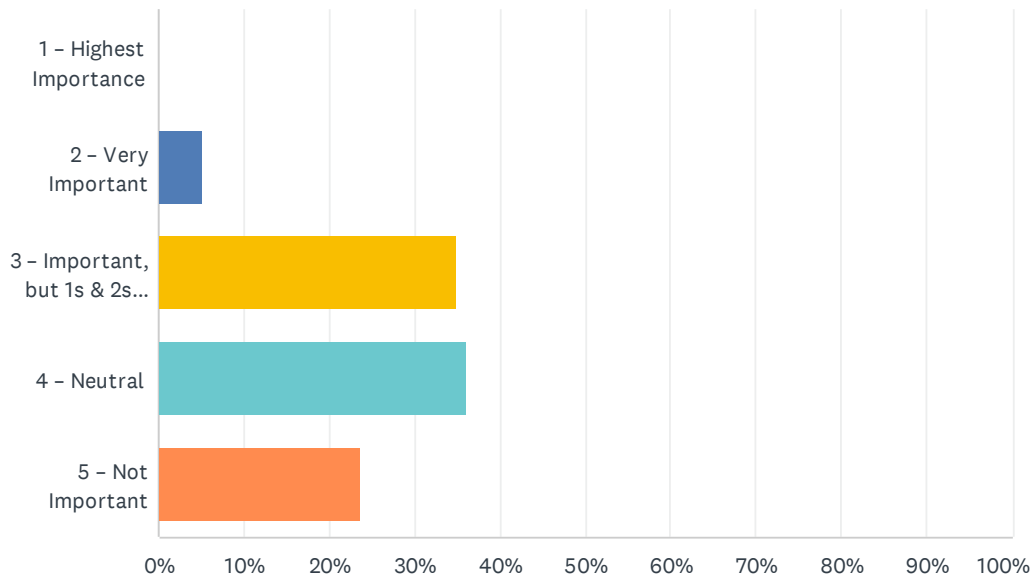
Answered: 95 Skipped: 6



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	10.53%	10
2 – Very Important	38.95%	37
3 – Important, but 1s & 2s come first	30.53%	29
4 – Neutral	17.89%	17
5 – Not Important	2.11%	2
TOTAL		95

Q28 Install security cameras at all Town facilities

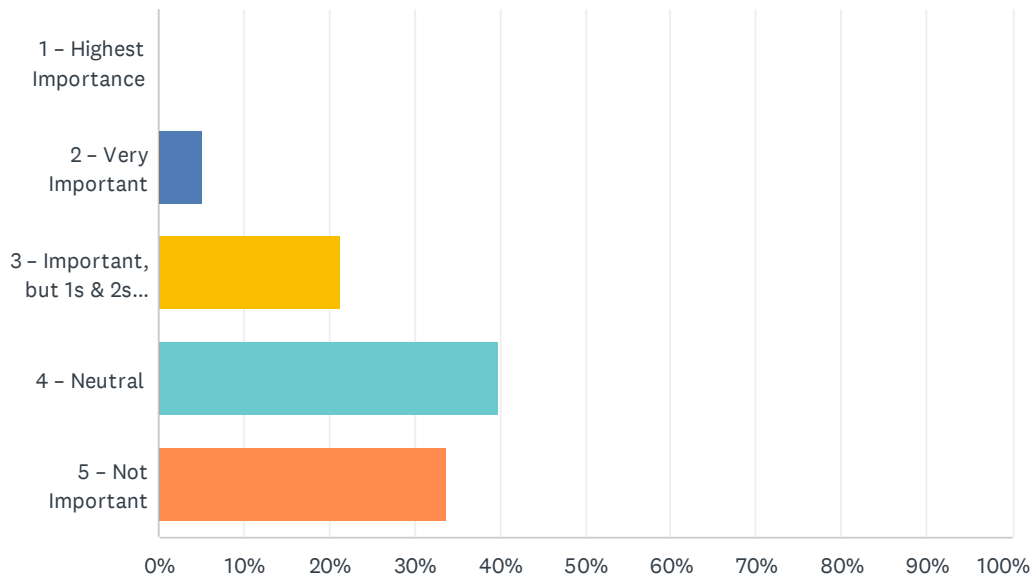
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	0.00%	0
2 – Very Important	5.15%	5
3 – Important, but 1s & 2s come first	35.05%	34
4 – Neutral	36.08%	35
5 – Not Important	23.71%	23
TOTAL		97

Q29 Improve the Sidewalk at 3rd and Grand with Planter and Bench.

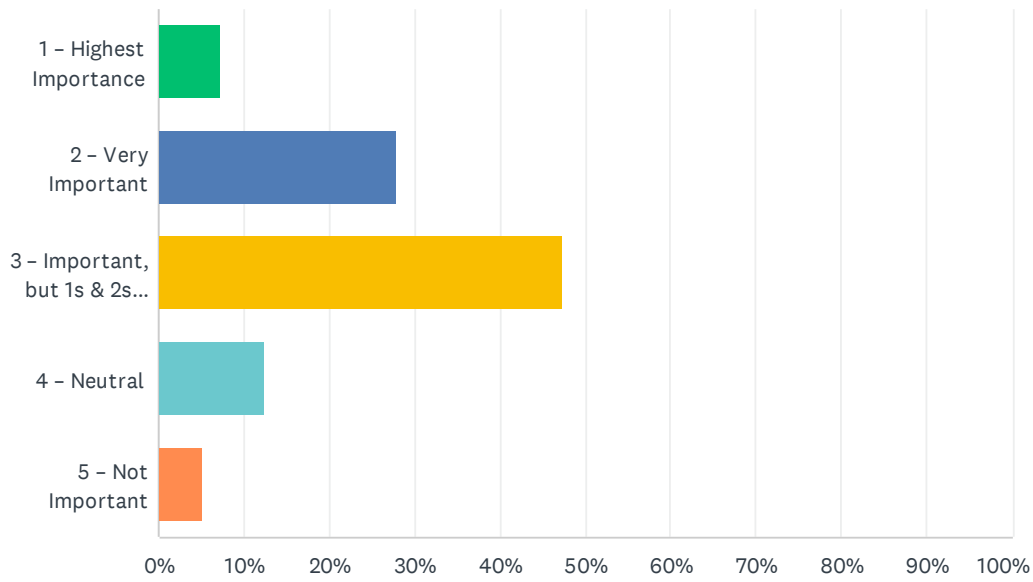
Answered: 98 Skipped: 3



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	0.00%	0
2 – Very Important	5.10%	5
3 – Important, but 1s & 2s come first	21.43%	21
4 – Neutral	39.80%	39
5 – Not Important	33.67%	33
TOTAL		98

Q30 Improve other high-traffic sidewalks as the budget allows

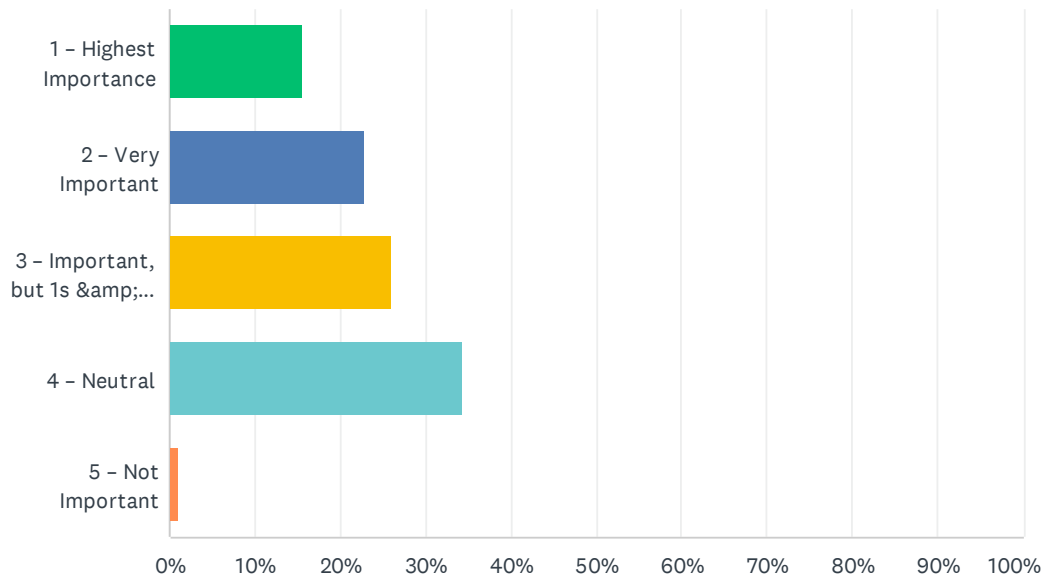
Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	7.22%	7
2 – Very Important	27.84%	27
3 – Important, but 1s & 2s come first	47.42%	46
4 – Neutral	12.37%	12
5 – Not Important	5.15%	5
TOTAL		97

Q31 Railroad track water line reroute

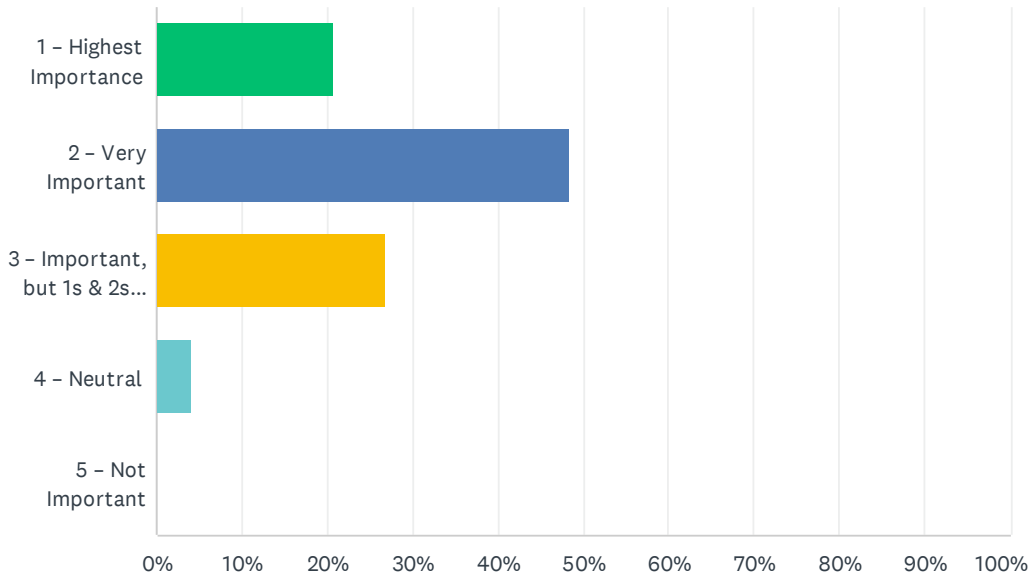
Answered: 96 Skipped: 5



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	15.63%	15
2 – Very Important	22.92%	22
3 – Important, but 1s & 2s come first	26.04%	25
4 – Neutral	34.38%	33
5 – Not Important	1.04%	1
TOTAL		96

Q32 Scope clay sewer line to determine weak areas.

Answered: 97 Skipped: 4



ANSWER CHOICES	RESPONSES	
1 – Highest Importance	20.62%	20
2 – Very Important	48.45%	47
3 – Important, but 1s & 2s come first	26.80%	26
4 – Neutral	4.12%	4
5 – Not Important	0.00%	0
TOTAL		97

Q33 Please enter other priorities not mentioned and let us know what priority they should be.

Answered: 40 Skipped: 61

#	RESPONSES	DATE
1	Do not close Grand Ave for "creative" activities. Use the Town Park. #1 Highest importance Stop letting people who don't even live in Paonia change our town and heritage. #1 Highest importance	4/6/2023 11:40 AM
2	Work WITH local nonprofits & organizations to support their projects. It's become very obvious the town works against these groups and makes it very difficult for them to obtain support. If you continue to make leaders of nonprofits Juno through hoops, they will leave and stop pursuing funding to better our town and NFV.	4/4/2023 8:55 PM
3	Allowing citizens unable to physically attend town meeting or not directly linked into digital platforms to weigh in on large fiscal changes via postal services- paper notifications- allowing fair representation.	4/3/2023 4:35 PM
4	Water, water, water, and pot holes	4/2/2023 8:49 PM
5	Town of Paonia Trustees & Staff have 6 responsibilities / duties to provide for the Citizens of Paonia: Water, Sewer, Trash, Roads, Sidewalks, Parks. Everything else is unnecessary.	4/2/2023 7:09 PM

6	Enforce existing ordinances. Force property owners and tenants to keep properties clean.	4/2/2023 2:51 PM
7	Learn the difference between capital improvement and maintenance expenses.	4/2/2023 2:36 PM
8	Replace arbitrary, capricious, punitive building inspector with collaborative, and informative building inspector. We are all SICK of Dan Reardon!!! Delta fired him for a reason!!! You fired him over two years ago.....He literally makes people cry!!! Why is he still here???	4/2/2023 6:50 AM
9	I love that the town is putting this survey out there. Little things like fixing the mud puddles/ ice sheets at the street crossings in the neighborhoods.	3/31/2023 8:26 PM
10	#1 priority - Evaluation of the town's water rights and securing these rights with legal documentation is the number one priority. Town water system upgrades, repairs and improvements should be prioritized above all other infrastructure projects. Human's are 60% water. Without water we have no town. Town sewage system upgrades, repairs and improvements should be prioritized above all other infrastructure projects. Create a plan and manage short term (Air BnB/VRBO) rentals. Taxes on short term rentals should be instituted and revenue from this tax should be applied to supporting long-term rentals in Paonia.	3/31/2023 5:34 PM
11	Get more water/flows in the north fork throughout irrigation season	3/31/2023 3:25 PM
12	Do away with outsourcing your billing program and do it in house with public auditing.	3/31/2023 12:51 PM
13	Roads need not just a top coat but to be leveled out.	3/31/2023 12:21 PM
14	Remove the builder inspector issue by terminating the relationship with Dan's company and hiring a salaried in house Inspector.....Highest Priority	3/31/2023 11:55 AM
15	Fix the sidewalks , potholes, water,trim the trees that are falling down on the sidewalks .	3/31/2023 10:37 AM
16	#2 Priority: Communicate directly with all Paonia zip code about key issues, budget, public works projects, etc. Use email and the post office to distribute a monthly newsletter with important information.	3/30/2023 7:30 PM
17	The Mayor needs to resign. She does not represent the townspeople. From what I've observed from the few youtube meeting I have watched, she gives a LOT more time to her own special interest group than to other people who actually live IN town. She needs to go. Most of the divisiveness would go with her.	3/30/2023 10:48 AM
18	Airbnb moratorium to study & introduce regulations and/or taxes on short term rentals to keep cost of living down for longterm residents & renters	3/29/2023 11:11 AM
19	The town needs to complete the sewer and water upgrade So that the moratorium can be lifted. Mayor Bachran minimizes the importance of our water in deference to her cc buddies who want development and they want it now. She supports short term greed rather than long-term health of our town!	3/29/2023 9:35 AM
20	Enforce junk regs, move cars off streets that have been parked there for over a year without moving.	3/29/2023 8:55 AM
21	Stop trying to create infrastructure when you cannot maintain what we have. It is obvious to every person that visits Paonia that we haven't prioritized maintenance in any meaningful way.	3/29/2023 7:39 AM
22	Roads! The potholes are ridiculous and dumping untampered asphalt in them is a band-aid at best	3/29/2023 6:34 AM
23	Everything related to water supply and quality should be prioritized !	3/28/2023 10:47 PM
24	Scrape and re turf Lees Court park b4 owners withdraw from town annex of 1975--town responsible for upkeep of park,is now over 2/3. Weeds	3/28/2023 9:43 PM
25	Many of these items are NON-Essentials and NOT the duties of the Town of Paonia.	3/28/2023 9:26 PM
26	The town board is an embarrassment. Markle is a punk	3/28/2023 6:52 PM
27	Fix everything. Thank you! Also stop spending money on non infrastructure items such as art	3/28/2023 6:48 PM
28	Roads, roads, roads! Fill and pave with durable long lasting materials instead of bandaids.	3/28/2023 6:32 PM
29	Fix ditch pipes running down alleys under town easement....especially when town is also major ditch shareholder.	3/28/2023 6:21 PM

30	Fix your water and infrastructure.	3/28/2023 6:14 PM
31	main priority - secure the water system 2 - other infrastructure projects beginning with roads 3 - improving management/resident communication and civic participation then parks and sidewalks. I like some of the ideas coming through for skate/dog park, new bandshell, etc, but we need to have safe roads so those assets can be accessed. Not to say we need huge sidewalks everywhere either, but definitely an improvement of existing degraded surfaces.	3/28/2023 6:00 PM
32	Having found the clay line from my house to sewer line had been disconnected eons ago (and developed a cavern from effluent not making it to the sewer main), I shudder to think how many homes are in similar conditions. That kind of seepage into water table can not be good. I don't know that scoping is the key to locating these situations but whatever it is, I highly encourage it happening.	3/28/2023 5:23 PM
33	A building code enforcer that lives in the town and can actually be available to answer questions about building permits. Not require permits to make improvements to already existing outside buildings.	3/28/2023 5:12 PM
34	yes as far as question 13 (improving the park) goes. I am not in favor of making better wi-fi. but improving the stage and more bathrooms is good! and although I have begun dipping my toe, I am not entirely familiar with the water system components. Is there currently no active treatment plant? Or is the Clock Plant an additional facility?	3/28/2023 4:51 PM
35	Infrastructures that are used frequently and by the majority of town residents need to be addressed before other peripheral issues. Water, sewer, roads and sidewalks all demand attention now, not later. I understand these are often big, expensive projects, but to not give them due diligence is to neglect what town residents are paying for on a monthly basis. Plus, it's negligent and irresponsible not to consider the health and overall condition of these commodities.	3/28/2023 3:53 PM
36	Improve the water sewage and street infrastructure	3/28/2023 3:49 PM
37	Low income housing #1 Acquire water taps back from mine co. #1	3/28/2023 3:48 PM
38	Economic development plan	3/28/2023 3:48 PM
39	The roads are unacceptable and unsafe. The sidewalks are unacceptable and unsafe.	3/28/2023 3:39 PM
40	enforcement of other town laws/ordinances.	3/28/2023 3:17 PM

Q34 What are your other comments?

Answered: 41 Skipped: 60

#	RESPONSES	DATE
1	Hire a Town MANAGER who has the education, training and experience to help run Paonia. #1 Highest importance Keep the Water Tap Moratorium in effect #1 Highest importance Note: #5 and #10 are the same thing	4/6/2023 11:40 AM
2	Town Trustees need to actually listen to public input, not focus on their own, individual agendas or archaic, old, outdated, single, short-sited viewpoints. You must see the bigger picture! Thank you.	4/4/2023 8:55 PM
3	There is a need for greater transparency of town policy, process, and accountability-bring available to citizens beyond digital platforms.	4/3/2023 4:35 PM
4	Allow community members to speak prior to trustee voting. Only letting them to speak at the beginning is a disservice to their wisdom and often valuable input.	4/2/2023 8:49 PM
5	How many surveys/polls/questionnaires does Town of Paonia need?! Most questions above are unrelated to the Services required to be provided to the Citizens by Ordinance. #5 & #10 same question. What are you trying to communicate with #20 & #21 "Show public know how... " ?	4/2/2023 7:09 PM
6	The public works crew is the face of the town. They have the most visible presence to the	4/2/2023 2:51 PM

public. Hold these employees to a high standard. Give the public information on what the public works department crew is doing on a day to day basis. Seems like there is substantial waste of resources within this department. Hold employees accountable.

7	Direct outside influences to Chamber Of Commerce, and get down to the business of fixing infrastructure.....PERIOD!!! STOP listening to Elaine Brett!!!	4/2/2023 6:50 AM
8	I hope the old baseball diamond gets rehabbed like the recreation plan suggested.	3/31/2023 8:26 PM
9	Please don't take this public prioritization too seriously. It is important that the town staff evaluate its infrastructure, use its own information, knowledge, and expertise, and then, with the input of the Town Board, make determinations what is priority. This input should only be used as a measure of public temperature and NOT as prioritization tool. #13. Park bathroom improvements are important, other improvements to the park are much lower priority. For question #29, do you mean improve the sidewalk AND add a planter w/ bench? Or is the improvement a planter and bench? If the improvement is for the sidewalk and crosswalk I say "very important". If it is for just a planter and bench I say "not important". #9 - Some folks may not know the details of the clock treatment plant vs the other treatment plant. Without a short description question the answers you receive for question #9 are will be skewed to the few residents that are in the details of this issue and not the general public/residents of the town. #7 - YES improve citizen communication, but this effort would be better served if communication occurred outside of the methods currently being employed. The average Paonia citizen does not know what is going on in the town government/meetings because the participation of a few individuals makes them too toxic for attendance. #8 this will only work if public participation in town meetings is regulated at a much higher level. There are a few towns people (and a few Trustees) that bring vitriol where none should exist. This is a PROFESSIONAL environment. Please manage the town meetings so that good kind hearted town folk want to attend. #15 - this is not a task to be put solely on the town administrator, but also on the entire Board and the mayor. #4 - contract this out to a consultant or task it to the town attorney. This should NOT be undertaken by staff, the Board, or by members of the public. #21 is important (versus #20) because this is tax funding and because it directly effects property value, the aesthetics of town homes, and the town's (and therefore the people of Paonia's) trees. Thank you for your service to our community!	3/31/2023 5:34 PM
10	Do not lift moratorium on water taps!	3/31/2023 12:51 PM
11	Water sewer and roads first priority. The fluffater.	3/31/2023 12:21 PM
12	I am not sure that chip/seal is an appropriate option for repairing roads. They are in such poor shape that I don't think Chip/seal will alleviate the issues	3/31/2023 11:02 AM
13	Can't afford to even have a garden because the water is to expensive . Have had lawn furniture taken from my front yard . There are thieves in town Police patrol	3/31/2023 10:37 AM
14	The Clock Water Treatment plant is important, however it is outdated and needs to be replaced. I'd rather see the money put in to replace with something that won't require constant attention to repair and time for the crew. It is most important to improve the town infrastructure first before adding cosmetic, unnecessary items. The town is quaint and the business' are doing a good job of keeping their storefronts neat and clean. Adding benches, etc by the town are something the town cannot afford till the other crucial needs are met, that includes good salaries for the town employees.	3/31/2023 10:09 AM
15	Questions 1 and 2 don't work. I live in town AND own a business in town. The way you're wording it makes no sense. And question 21 is written by someone who has grammar issues. C'mon who's writing this survey, this is embarrassing. You can do better.	3/30/2023 11:36 AM
16	A lot of regular citizens are not going to know what "Capital Improvement" is in regard to the town.	3/30/2023 10:48 AM
17	Question 5 & 10 are the same	3/29/2023 8:13 PM
18	Meeting notes, votes and action items to be regularly posted on town website. Citizens should be able to sign up for email reminders that meetings are scheduled, meeting notes are posted. A Zoom link should be provided for meetings to accommodate citizens who are unable to attend in person.	3/29/2023 12:03 PM
19	Unless the Trustees read and understand the town codes, there is really no reason clean them up. Our money has been wasted more than once on experts who changed them for the better...	3/29/2023 9:35 AM

Ha. The codes you see now were redone by these idiot experts! Most trustees are too lazy to read pertinent codes before the meeting and will always be at the mercy of incompetent lawyers and mayors with personal agendas.

20	Over all I believe the town is doing a great job.	3/29/2023 8:55 AM
21	Focus on supplying basic utilities above any administrative improvements	3/29/2023 6:34 AM
22	Thank you for conducting this outreach to the community	3/29/2023 6:22 AM
23	Staff can be introduced and recognized without compromising other action items - it should be incorporated as a routine matter. Duh. Some of these items could have used a little explanation, ie railroad track reroute. Maybe proofread a survey sent out to the public? Typos, one question was repeated and order easily preventable errors. Hope you get good information. County resident who spends all my time in Paonia, works for a Paonia nonprofit, supports Paonia schools and restaurants.	3/28/2023 10:47 PM
24	Polls are useless.	3/28/2023 9:26 PM
25	Creating capital and fixing infrastructure should be the highest priority.	3/28/2023 7:40 PM
26	Water issues should be top priority as this issues impact our willingness to remain in town long term.	3/28/2023 6:59 PM
27	Get better at your jobs and get off your butts and go to work	3/28/2023 6:48 PM
28	Mayor and board need to do what's best for the town and drop their personal agenda bullshit-fix the damn water system!!!	3/28/2023 6:21 PM
29	Get your priorities straight... without water and infrastructure you have nothing!!!	3/28/2023 6:14 PM
30	Hello I took the survey once and had some additional thoughts come up, so no more votes, but more words. Paonia is a special town and deserves special treatment from those who call this place home. Everyone, from the ones who have discovered this magical valley oasis, to those who are a product of it, have an idea or a story to share. Creating transparency in the administration/operation of the town, and enabling active feedback loops for the residents to contribute and be heard is, for me anyway, a key to preserving communal spirit and enabling the capacity for development from within. We need to get the people in general more engaged with the processes, so that they are coming from a place of reason and understanding rather than outrage. What I would like to see from the Town, is more partnership between the residents and management. Working together to recirculate dollars within the local economy as we work through a time when so much is needed to bring our infrastructure up to speed. Another nugget I would like to spark interest in, is a Town Housing Trust/Authority - To preserve the affordability of housing, protect residents from the effects of speculators and profiteers, and manage/maintain property within the community.	3/28/2023 6:00 PM
31	Anything that can be done to improve the board's level of function, their support of staff, openness to community engagement (never mind seeking it) will be energy well spent. It's atrocious that a community of this caliber is represented by such deep dysfunction.	3/28/2023 5:23 PM
32	a lot of these questions lack the relevant background to a more casual observer of the town's functions. An FAQ addressing some of the rationale for or against them would be nice. and thank you! Teamwork makes the dream work!	3/28/2023 4:51 PM
33	I believe that improved budgeting and finance reporting are of utmost importance - how do you allocate resources appropriately if you don't understand what you have and what you've spent? I also think enterprise funds should be a separate survey since water/sewer is essentially a separate "business." Within enterprise funds, I believe the highest priority should be measurements of spring flow, inflow to plants, outflow from plants, usage, and leaks. Again, how do you make good decisions if you don't know what you have? A close second is getting the 1 million gallon plant online and operational. Many of the "less important" items might be good opportunities for event leaders to give back to the town (park improvements) or for volunteers to get involved (beautification projects). Some questions, like security cameras at town facilities and recognition opportunities for town staff, should be a staff decision and implemented by the administrator; I don't see those as questions for the board or public.	3/28/2023 4:20 PM
34	Paonia is not the beautiful town like it was when John Norris was town administrator years ago. The roads in town should be chip & seal, paved or concrete as very highest priority. Town covenants need to be in-forced. Thank you	3/28/2023 4:14 PM

35	Would be helpful to know what is meant by many of these - survey is vague	3/28/2023 4:02 PM
36	Thank you for taking the public's input. Good leadership is hard and shouldn't happen in a vacuum. Be encouraged to continue solving problems and moving forward with the public's best interest in mind. Your investment in our little town is appreciated.	3/28/2023 3:53 PM
37	Play by your own rules on the water tap moratorium and don't plan housing at the old middle school on one water tap if you aren't going to give others the ability to buy and or use existing taps that they own	3/28/2023 3:49 PM
38	The police haven't been as community minded this year. Are you trying to raise money through fines?	3/28/2023 3:48 PM
39	I do not approve of our police department pulling people over as a revenue source.	3/28/2023 3:39 PM
40	Why two repeat questions? #5 and #10, also #23 is almost the same. is it a trick?	3/28/2023 3:20 PM
41	Staff is awesome.	3/28/2023 3:17 PM

Professional Management Solutions

P.O. Box 1848, Broomfield, CO 80038-1848
(303) 910-9197

www.professionalmanagementsolutions.net

March 31, 2023

Leslie Klusmire, Interim Town Administrator
Town of Paonia, Colorado

VIA ELECTRONIC MAIL

Dear Ms. Klusmire:

It was a pleasure speaking with you recently. Thank you for your request for a **proposal to evaluate the Town of Paonia’s financial needs and resource capabilities**. We specialize in this field and have provided similar services to numerous municipalities in Colorado and surrounding states including the cities/towns of Burlington, Central City, Edgewater, Gilcrest, Hudson, Idaho Springs, Mead, Mountain View, Superior, and Wiggins, Colorado. Please accept this letter and attachments as our proposal to provide the requested services.

Services

Services to be provided under this contract would include the following types of financial services as identified and requested by the Town:

1. Meet on-site with you and your staff as directed to **evaluate financial duties, needs, financial controls, separation of duties, and usage of Caselle** General Ledger and associated subsystems (such as Accounts Payable, Cash Receipting, General Ledger, etc.).
2. **Advise Interim Town Administrator on findings and observations.**
3. **Make recommendations** as appropriate regarding staffing needs, training needs, Caselle operation, and next steps for producing accurate and timely bank reconciliations, financial reports, and preparing for the 2022 financial audit by independent auditors.

Fees

Professional Management Solutions will provide these services at the rate of \$155.00 per hour. I estimate that the project will be completed in 6-8 hours. Travel time will also be charged at \$60/hour round-trip, with the first 30 minutes each way at no charge.

Qualifications

As President of our firm, I will oversee all work on this project. Please review my attached resume that details my experience as a municipal Finance Director, Budget Officer, and consultant in management and finance. I have over 35 years of expertise in governmental accounting, budgeting, capital financing, debt management, and pension administration. My Master of Public Administration degree is in Financial Management & Public Finance. In addition, I have managed over 50 audits of municipal governments for my various employers and clients, and have taught a course in Governmental Accounting for the MBA program at the University of Colorado—Denver.

Please also review the attached page from our company brochure that lists services offered by our company and therefore provides an overview of our understanding of municipal government. Michelle Duran, Governmental Accountant, will be assigned to this project and will meet with you and your staff on-site. She is a former auditor and former city Finance Director in Colorado. A partial client list is also attached, and references are available upon request.

I appreciate your interest in my firm’s services. Please let me know if you desire any additional information.

Sincerely,

Lorraine H. Trotter

Lorraine H. Trotter, President

lhtrttr@professionalmanagementsolutions.com

Attachments

Professional Management Solutions

P.O. Box 1848, Broomfield, CO 80038
303-910-9197
www.professionalmanagementsolutions.net

Partial List
of

Clients Served

by

Lorraine Trotter, Managing Partner

- City of **Aurora**, Colorado
- Town of **Berthoud**, Colorado
- City of **Brighton**, Colorado
- City and County of **Broomfield**, Colorado
- City of **Burlington**, Colorado
- City of **Central City**, Colorado
- City of **Commerce City**, Colorado
- City and County of **Denver**, Colorado
- Town of **Edgewater**, Colorado
- Town of **Estes Park**, Colorado
- Town of **Firestone**, Colorado
- City of **Fort Collins**, Colorado
- Town of **Fraser**, Colorado
- City of **Gillette**, Wyoming
- City of **Glendale**, Colorado
- Hays** County, Texas
- Town of **Hudson**, Colorado
- Jefferson** County, Texas
- City of **Lakewood**, Colorado
- Town of **Mead**, Colorado
- City of **Missoula**, Montana
- Parker** Fire District, Colorado
- Routt County**, Colorado
- Village of **Ruidoso**, New Mexico
- San Carlos Apache Tribe**, Arizona
- City of **Rifle**, Colorado
- City of **Sheridan**, Colorado
- Town of **Silt**, Colorado
- Town of **Silverthorne**, Colorado
- City of **Sterling**, Colorado
- Town of **Superior**, Colorado
- Thistle Community Housing**, Boulder, Colorado
- City of **Thornton**, Colorado
- Village of **Tularosa**, New Mexico
- City of **Westminster**, Colorado
- Wheat Ridge Fire** Protection District, Colorado
- Town of **Wiggins**, Colorado
- Town of **Windsor**, Colorado
- Windsor-Severance** Fire District, Colorado
- Windsor-Severance** Library District, Colorado

Professional Management Solutions

P.O. Box 1848, Broomfield, CO 80038-1848
303.910.9197

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Professional Management Solutions provides consulting, training, project management and continuing services in the management and financial fields to governments, and not-for-profit organizations.

Services Offered

- Management**
 - Transition Management
 - Organizational Analysis & Efficiency Studies
 - Development & Implementation of Community Input Programs
 - Strategic Planning
 - Retreat Facilitation
 - Turn-around Management

- Accounting & Financial Reporting**
 - Comprehensive Annual Financial Report (CAFR) Preparation
 - Month-end and Year-end Accounting Assistance
 - Financial Analysis
 - Desktop Procedure Development

- Budgeting**
 - Budget Preparation using Your System OR
 - Provision of "Turn-key" Budget Documents
 - Budget Evaluation for Sufficiency and Legal Compliance

- Capital Financing**
 - Debt Issuance Planning and Management
 - Evaluation of Capital Needs and Repayment Options
 - Coordination of Debt Issuance Team
 - Monitoring Disclosure Requirements

- Human Resources**
 - Classification & Compensation Plan Development
 - Staffing Analysis
 - Team Building
 - Union Negotiation Assistance
 - Conflict Resolution
 - Hiring and Termination Assistance

- Project Management**
 - Project Coordination from constructing wastewater treatment plants and golf courses to converting to new accounting systems

- Pension Administration**
 - Development of Investment Guidelines
 - Evaluation of Actuarial Firms and Investment Companies
 - Education for Pension Boards and Plan Members on Plan Features, Unfunded Liabilities, and Actuarial Reports

Lorraine H. Trotter

130 E. 11th Place · Broomfield, CO 80020 · Telephone (303) 910-9197
E-Mail Lhtrotter@professionalmanagementsolutions.com

SUMMARY OF EXPERIENCE

Board Member, Chief Executive Officer, Chief Financial Officer, and President of various municipal, financial, consulting, utility, cultural, and charitable organizations.

KEY STRENGTHS & ABILITIES

<u>Excellent Key Decision Maker</u>	<u>High Level of Ethics</u>	<u>Dynamic Problem Solver</u>
<u>Industry Leading Strategic Thinker</u>	<u>Extremely Politically Savvy</u>	<u>Wins Confidence of Others</u>
<u>Extensive Audit Committee Experience</u>	<u>Superb Political Connections</u>	<u>Positive Change Management</u>

SELECTED ACCOMPLISHMENTS

- **Board Member of profitable utility company** that successfully negotiated with governmental regulatory agencies to expand operations.
- **Initiated and developed financial plans and capital financing** to accomplish significant fixed asset construction in advance of offsetting revenues. Prepared award-winning Financial Reports that contributed to an improved credit rating for a client, enabling it to issue ratable debt based on its own creditworthiness, reducing cost of issuance fees for its debt, and resulting in hundreds of thousands of dollars saved annually in debt service expenses. Raised private contributions sufficient to finance an 80-piece orchestra's two-week European tour.
- **Managed corporation audits** by independent accountants for twelve years, securing "clean" audit opinions and eliminating management issues. Assisted a client (\$50 million annual revenues) whose chief financial officer quit unexpectedly shortly before the annual audit, enabling the audit to proceed within three weeks and conclude successfully within three months.
- **Board Member of charitable Christian foundation** that seeks to maximize lasting impacts of contributions to feed, shelter, clothe, and minister to those in need. Serve as chair of audit committee.
- **Downsized a highly diversified corporation** to weather an economic downturn projected to last several years. Assisted a Colorado Town in designing and implementing a successful plan to take over three independent political special districts that resulted in documented savings of over \$250,000 in the first year alone. Developed a Strategic Hiring Plan that enabled a client to effectively budget for its current and future human resource needs, and improve employee morale by identifying opportunities for career advancement.
- **Developed process improvements equating to millions of dollars** in several corporations by identifying and solving organizational problems including flawed hierarchies, work flow bottlenecks, misused financial systems, negative customer perceptions, and insufficient short-term and long-range planning.
- **Managed a major economic development initiative** resulting in the demolition of an outdated urban mall and the construction of a successful mixed-use development with light rail interface. Managed the successful planning and construction of a new wastewater treatment plant: coordinated the internal players, managed the political aspects of site selection and property acquisition, arranged the capital financing, pursued and received a Congressional line item to pay for 20% of the project, and oversaw the selection of project engineers and contractors. Successfully turned around the negative "you can't" culture of a finance department and instilled a "let us help you" orientation in the department resulting in improved morale and cooperation throughout the department and the entire company.
- **Quickly and effectively gained union support for management position**, building trust with employees while effectuating budget cuts and position eliminations. Recognized and diffused a "constructive discharge" situation resulting in avoided lawsuits, more efficient operations, and improved supervision.
- **Developed election strategies that resulted in voter approval of complex tax changes** and reorganization of service delivery, resulting in significant savings to the taxpayers.

President 1994 - Present
 Professional Management Systems, LLC Broomfield, CO
Provide contractual C-Level management services and business advisory services in Accounting, Budgeting, Audit Preparation, Financial Reporting, Capital Raising, Pension Management, Employee Relations, Project Management, Employee & Executive Pay Plans, and Organizational Analysis. Direct all aspects of company business operations including business development, taxation, and process improvement.

Director, Board of Directors 2012 - Present
 FaithBridge Foundation Boulder, CO
Direct start-up charitable foundation in Non-profit Board Development issues including Board Governance, Capital Campaign Management, Value Creation, Board Relations with Major Donors, Board of Directors Presentations, Grant Awards, and developing and advancing Mission Statement, Website, Marketing Materials, and Outreach efforts.

Faculty Member, University of Colorado-Denver, Graduate School of Business 2007 - 2008
 University of Colorado-Denver, Graduate School of Business Denver, CO
Taught financial reporting and accounting classes including "Analyzing & Interpreting Accounting Information" to MBA candidates.

Director, Board of Directors 1993 - 1994
 Littleton/Englewood Wastewater Treatment Plant Joint Venture Englewood, CO
Directed joint venture in expansion of treatment capacity, process improvements, and improvement of financial position while ensuring that restrictive environmental regulations were met. Oversaw Annual Audit for Board.

City Manager (CEO) & Finance Director (CFO) 1991 - 1994
 City of Englewood Englewood, CO
Led highly diversified municipal corporation through time of economic downturn and organizational change. Directed major economic development and organizational change projects. Successfully negotiated with collective bargaining units and various political jurisdictions. Improved internal work processes and successfully reduced costs, ensuring financial integrity. Reported to seven-member board. Managed all financial operations, accounting, and reporting.

Finance Director (CFO) & Budget Officer 1987 - 1991
 City of Avondale Avondale, AZ
Managed capital financing, risk management, payroll, utility billing, budgeting, purchasing, accounting, financial reporting, debt administration, data processing, treasury, federal grants, tax audits, cash receipts, and accounts payable functions for highly diversified municipal corporation. Managed special projects including building acquisition, remodeling, construction projects, economic development, transportation planning, public relations, and land acquisition during high-growth years.

ADDITIONAL PROFESSIONAL WORK HISTORY

Fiscal Analyst
 City of Boulder Boulder, CO
Developed solutions to financial, managerial, and operational problems throughout the organization by diagnosing problems, researching alternatives, achieving consensus on required actions, and implementing adopted recommendations. Achieved annual savings of over \$250,000.

Administrative Intern
 City of Mesa Mesa, AZ
Circulated through all departments in management training program, including Airport, Electric Utility, Gas Utility, Street Construction, and Community Development. Assisted with and eventually managed Dial-A-Ride program. Assisted with and eventually managed franchise agreements with local cable television operators. Served as liaison to Arizona Energy Conservation Office. Received Governor's award for Energy Conscious Community.

Budget Analyst
 City of Fort Collins Fort Collins, CO
Supervised budget preparation and monitored expenditures for various funds and departments. Assisted in preparation of revenue forecasts for all funds during period of rapid growth. Conducted cost/benefit analyses of various company projects and practices.

EDUCATION

MPA, Financial Management 1 st in Class	New York University New York, NY	1982
B.A., (Government, Economics) Cum laude	Harvard University Cambridge, MA	1979



Paonia Police Department

DEPARTMENT BRIEFING: SUMMARY OF PROGRESS

03/01/2023

- Officers attended Victims Rights and Advocacy training at a neighboring agency. Training covered resources available to victims of domestic violence, assault, robbery, and child abuse along with several other crimes.
- Attended the West Central Training Region P.O.S.T. meeting. Grant funds remain available, and the department is in the process of applying for training reimbursement via those funds.
- Worked with The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to possibly bring their eTRACE technology to the department. The ATF sent over an MOU which has been provided for review by the Board of Trustees.
- The department utilized *Mental Health Services* on five separate calls for service during the month. This resource continues to be extremely valuable, and our usage is trending upward.
- Department staff put on a presentation at the Senior Center. The presentation detailed identity theft, scams and provided tools for identifying and avoiding both. Staff also met with the Rotary Club and provided an overview of the department. Thank you to both organizations for hosting us, we appreciate the support.

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 03/01/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:11:37	Traffic Stop	PAN AMERICAN AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 1					

Date Occurred: 03/02/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:37:15	Parking Problem	ONARGA AVE, Paonia, CO	PPD	PPD	CIT
16:30:50	Traffic Stop	4TH ST & NORTH FORK AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 2					

Date Occurred: 03/03/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:59:29	Wanted Person	GRAND AVE, Paonia, CO	PPD	PPD	A
14:12:40	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
14:50:23	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 03/04/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:19:53	TrafficAccident	3RD ST & GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 03/05/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:32:21	Disturbance	NORTH FORK AVE, Paonia, CO	PPD	PPD	
21:28:05	AGENCY ASSIST	PEACEFUL LN, Paonia, CO	PPD	DIST3	
Total Incidents for this Date: 2					

Date Occurred: 03/06/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
01:25:31	Noise Complaint	MAIN AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 03/07/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:44:54	Traffic Stop	3RD ST & BOX ELDER AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 1					

Date Occurred: 03/08/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:35:17	AGENCY ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
15:18:03	Information	MAIN AVE, PAONIA CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 03/09/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:22:06	VIN INSPECTION	214 GRAND AVE, Paonia, CO	PPD	PPD	
15:11:19	M-1 HOLD	GRAND AVE, Paonia, CO	PPD	PPD	
16:00:00	DRUG VIOLATION	GRAND AVE, Paonia, CO	PPD	PPD	CIT
16:14:50	Traffic Stop	SHADY LN & GRAND AVE, Paonia, CO	PPD	DIST3	CIT
19:34:27	Traffic Stop	3RD ST & GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 5					

Date Occurred: 03/12/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:27:05	SUSPICIOUS	2ND ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 03/13/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:00:00	CITIZEN ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
20:00:14	Information	VISTA DR, Paonia, CO	PPD	PPD	
21:48:09	DOMESTIC	PAN AMERICAN AVE, Paonia, CO	PPD	PPD	A
Total Incidents for this Date: 3					

Date Occurred: 03/15/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:14:31	LOST/FOUND PROP	4TH ST, Paonia, CO	PPD	PPD	
13:55:47	DRUG VIOLATION	GRAND AVE, PAONIA, CO	PPD	PPD	CIT
20:36:35	SUSPICIOUS	DELTA AVE & 3RD STREET, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 03/16/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:56:52	ASSAULT	GRAND AVE, Paonia, CO	PPD	PPD	
15:54:29	Traffic Stop	1ST ST & GRAND AVE, Paonia, CO	PPD	PPD	CIT
19:18:18	CIVIL PROBLEM	BOX ELDER AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 03/18/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:40:44	WELFARE CHECK	NORTH FORK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 03/21/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:49:09	Traffic Stop	2ND ST & MAIN AVE, Paonia, CO	PPD	PPD	CIT
10:00:00	CITIZEN ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
13:39:34	Traffic Stop	2ND ST & MAIN AVE, Paonia, CO	PPD	PPD	CIT
14:08:35	Traffic Stop	5TH ST & BOX ELDER AVE, Paonia, CO	PPD	PPD	CIT
17:58:21	Traffic Stop	3RD ST & ONARGA AVE, Paonia, CO	PPD	PPD	CIT
19:10:38	Traffic Stop	1ST ST & NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 6					

Date Occurred: 03/22/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:33:36	Traffic Stop	3RD ST & MAIN AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 1					

Date Occurred: 03/23/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:56:51	VIN INSPECTION	1ST ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 03/24/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
23:22:45	AGENCY ASSIST	FARMERS MINE RD, Paonia, CO	PPD	DIST3	
Total Incidents for this Date: 1					

Date Occurred: 03/25/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:29:58	Medical/transfe	GRAND AVE PAONIA, Paonia, CO	PPD	PPD	
18:38:12	ANIMAL PROBLEM	3RD ST & GRAND AVE, Paonia, CO	PPD	PPD	

Time Nature Address Agency Loctn Dsp
Total Incidents for this Date: 2

Date Occurred: 03/27/23

Time Nature Address Agency Loctn Dsp
09:05:22 BURGLARY 2ND ST; PAONIA CAR WASH, Paonia, CO PPD PPD
14:38:25 VIN INSPECTION GRAND AVE, Paonia, CO PPD PPD
16:00:00 LOST/FOUND PROP RIO GRANDE AVE, Paonia, CO PPD PPD
21:20:55 DOMESTIC MAIN AVE, Paonia, CO PPD PPD A
Total Incidents for this Date: 4

Date Occurred: 03/28/23

Time Nature Address Agency Loctn Dsp
09:41:06 Disturbance ONARGA AVE, Paonia, CO PPD PPD
12:28:17 VIN INSPECTION GRAND AVE, Paonia, CO PPD PPD
Total Incidents for this Date: 2

Date Occurred: 03/29/23

Time Nature Address Agency Loctn Dsp
13:43:29 WELFARE CHECK ONARGA AVE, Paonia, CO PPD PPD
18:20:23 AGENCY ASSIST 2ND ST, Paonia, CO PPD PPD
Total Incidents for this Date: 2

Date Occurred: 03/30/23

Time Nature Address Agency Loctn Dsp
12:30:07 CITIZEN ASSIST GRAND AVE, Paonia, CO PPD PPD
14:53:08 TRESPASS GRAND AVE, Paonia, CO PPD PPD
Total Incidents for this Date: 2

Total reported: 50

CITATIONS - 14
ARREST - 3

Report Includes:

All dates between `00:00:01 03/01/23` and `00:00:01 03/31/23`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities



Town Board Staff Report Template

Subject: Referendum Petition Update

Author: Samira Vetter, Town Clerk

Date: April 11, 2023

Update on Referendum Petition

The Referendum Petition form was approved and then returned by the deadline to prevent Section 1 of Ordinance 2023-02: Clarifying the Moratorium on the Sale of Water Taps from taking effect according to CRS 31-11-105 (3). I will update you as soon as I am able to determine if the petition is sufficient or not sufficient and we move to the next step.



Town Board Staff Report Template

Subject: International Society of Arborists Large Park Event

Author: Samira Vetter, Town Clerk

Date: April 11, 2023

Specific request: Approval of ISA Large Park Event

Findings:

- **Application is complete and all paperwork is turned in.**
- **No alcohol will be at this event.**
- **All fees are paid.**
- **Public Works has been contacted and has no issues with this event.**
- **Police Department has reviewed the medical, parking, security and safety plans and have no issues or concerns with this event.**
- **Event organizers are also hiring on-site EMS and ambulance for the event.**
- **The Clerk's office has no issues with this event.**

Town of Paonia Park/Event Registration Application

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

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

Applicant Name: Kelley Mazur/ Chad Delzell

Organization: International Society of Arboriculture - Rocky Mountain Chapter (ISA RMC)

Mailing Address: 12110 N. Pecos Street, Suite 220, Westminster, CO 80234

Telephone Number: 720-977-7941

Event Manager (if different than Applicant): Both

Event Manager Telephone: 720-977-7941 (Kelley) 720-275-0062 (Chad)

Event Manager E-Mail: kelley@imigroup.org/denvertreehealth@gmail.com

Please describe the event: The ISA RMC hosts an annual competition for arborists in the Rocky Mountain region that simulates working conditions of arborists in the field.

The event takes place over 2-3 days consisting of 5 separate events.

Event Date(s): 6-16-23 Event Hours: 5a-6p

Event Date(s): 6-17-23 Event Hours: 5a-6p

Event Date(s): 6-18-23 Event Hours: 5a-3p

Event Date(s): _____ Event Hours: _____

Which park do you want to use?

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

Will there be alcohol?

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

Will there be vendors?

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

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

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

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

No
 Yes Gates should be open by 5am each morning

Pricing:

Half Day (6 Hours or less) \$ 100.00/day
Includes: 3 dumpsters and up to 5 vendors
Date Submitted _____ Amount _____

Full Day (6+ Hours until 10:00p) \$ 175.00/day
Includes: 3 dumpsters and up to 10 vendors
Date Submitted 3-7-23 Amount 525.00

Multi-Day Rate (3+ consecutive days) \$ 150.00/day
Includes: 3 dumpsters and up to 10 vendors
Date Submitted 1/17/2023 Amount 450.00

Additional Vendors (More than 10) \$ 5.00/ea
Date Submitted _____ Amount _____

Trash: The Town will provide 3 dumpsters. If the event requires more, it is the responsibility of the applicant to contract with a local agency for additional services. Compostable ware is strongly encouraged from all vendors and event managers. Styrofoam not permitted.
Date Submitted 1/17/23 Amount _____

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

Recycling: Should the event provide recycling, a \$50 credit shall be applied. \$ 150.00

TOTAL FEES SUBMITTED \$ 375.00

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

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

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

Promotion:

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

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

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

Signed and submitted this _____ day of _____, 20____.

Printed Name: Kelley Mazur

Signature: Kelley Mazur

Digitally signed by Kelley Mazur
Date: 2023.01.17 11:18:22 -07'00'

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

Date of Pre-Event Meeting: _____

Application is deemed complete and is accepted. Employee Initials _____

Application requires Board of Trustee Approval.

Hearing Date: _____

Comments: _____



Arbor Garden Tree and Landscape

3390 S. Platte River Dr.
Englewood, CO 80110

Proposal # 66

Created: 03/03/2023

From: Chad

Proposal For

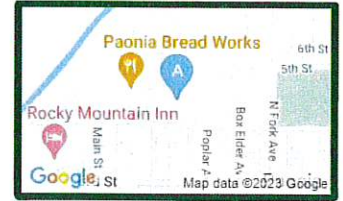
C(test) Delzell

3844 King St
Denver, CO 80211

mobile: 7202750062
c_delzell@yahoo.com

Location

332 4th St
Paonia, CO 81428



332 4th St 81428

Terms

Due Upon Receipt

ITEM DESCRIPTION	QUANTITY	SPECIES	DBH	UNIT PRICE	AMOUNT
<p>1) Class A Remove dead 1/2" and larger, crossing and interfering, old stubs. Remove broken and hanging. Thin the interior by 25%. Clear structures, raise to city code over walks and streets where applicable, and shape to natural form.</p>	1	Maple		\$ 0.00	\$ 0.00
<p>2) Class A Remove dead 1/2" and larger, crossing and interfering, old stubs. Remove broken and hanging. Thin the interior by 25%. Clear structures, raise to city code over walks and streets where applicable, and shape to natural form.</p>	1	Linden, Little Leaf		\$ 0.00	\$ 0.00
<p>3) Class A Remove dead 1/2" and larger, crossing and interfering, old stubs. Remove broken and hanging. Thin the interior by 25%. Clear structures, raise to city code over walks and streets where applicable, and shape to natural form.</p>	1	Siberian Elm		\$ 0.00	\$ 0.00
<p>4) Class A Remove dead 1/2" and larger, crossing and interfering, old stubs. Remove broken and hanging. Thin the interior by 25%. Clear structures, raise to city code over walks and streets where applicable, and shape to natural form.</p>	1	Catalpa		\$ 0.00	\$ 0.00
<p>5) Class A</p>	1	Maple,		\$ 0.00	\$ 0.00





Arbor Garden Tree and Landscape

3390 S. Platte River Dr.
Englewood, CO 80110

Proposal # 67

Created: 03/03/2023

From: Chad

Remove dead 1/2" and larger, crossing and interfering, old stubs. Remove broken and hanging. Thin the interior by 25%. Clear structures, raise to city code over walks and streets where applicable, and shape to natural form.

Silver

6) Class A

1

Maple

\$ 0.00

\$ 0.00

Remove dead 1/2" and larger, crossing and interfering, old stubs. Remove broken and hanging. Thin the interior by 25%. Clear structures, raise to city code over walks and streets where applicable, and shape to natural form.

*All work will be completed in accordance with industry standards unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.
Prices valid for 30 days.*

SUBTOTAL \$ 0.00

SALES TAX \$ 0.00

TOTAL \$ 0.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Chad





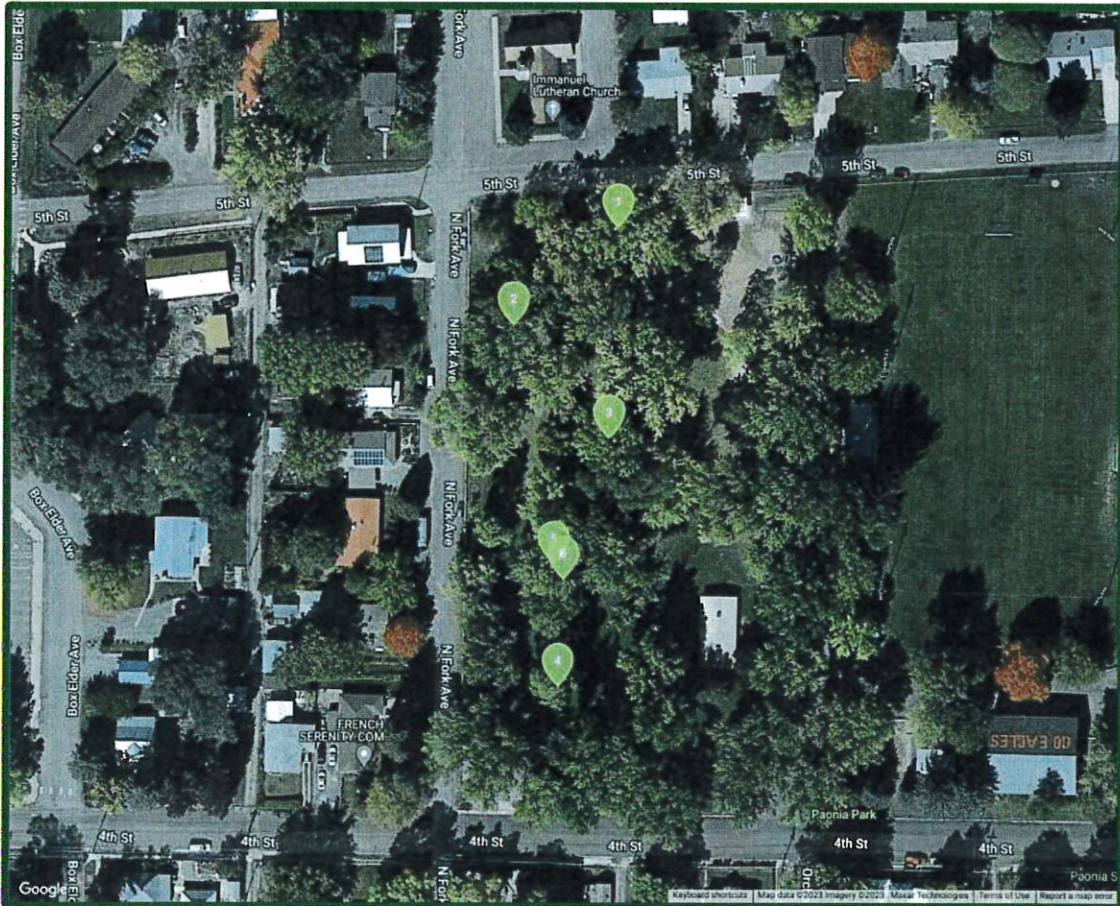
Arbor Garden Tree and Landscape

3390 S. Platte River Dr.
Englewood, CO 80110

Proposal # 68

Created: 03/03/2023

From: Chad



ID	DESCRIPTION	COLOR
1	Aerial Rescue Event	
2	Belayed Speedclimb Event	
3	Throwline Event	





Arbor Garden Tree and Landscape

3390 S. Platte River Dr.
Englewood, CO 80110

Proposal # 69
Created: 03/03/2023
From: Chad

- 4 WORKCLIMB EVENT
- 5 Ascent Event
- 6 Masters Event



CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E.Camelback Road, Suite 250 Phoenix, AZ 85016	CONTACT NAME: Melanie Brown PHONE (A/C, No, Ext): 206-337-3817 E-MAIL ADDRESS: melanie.brown@usi.com	FAX (A/C, No): 610-362-8093
	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance Company	
INSURED ISA Rocky Mountain Chapter 12110 N. Pecos Street #220 West Minster, CO 80234	INSURER B :	NAIC # 22292
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OH4D80954104	01/22/2023	01/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		OH4D80954104	01/22/2023	01/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					

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

CERTIFICATE HOLDER

CANCELLATION

Town of Paonia 214 Grand Avenue Paonia, CO 81428	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ISA Rocky Mountain Chapter - TCC

Contacts

<u>Organizers:</u>	<u>Email:</u>	<u>Phone:</u>
Kelley Mazur	kelley@imigroup.org	720-977-7941
Chad Delzell	Chad@arborgarden.com	720-275-0062
<u>Safety & Inspection</u>		
Jeff Meyer	jeffrey.meyer@davey.com	303-551-5425
<u>Event Set-Up</u>		
Chad Delzell	Chad@arborgarden.com	720-275-0062
Patrick O'Meara	coloradoarborist303@gmail.com	303-944-7004
<u>Volunteer Coordinator</u>		
Kelley Mazur	kelley@imigroup.org	720-977-7941



ISA Rocky Mountain Chapter

Tree Climbing Competition

June 16-18, 2023

Vendor List

Food & Beverage (Not for sale):

EZ Cater - support@ezcater.com – 1-800-488-1803

**No alcohol will be sold or offered by event staff or vendors*

Vendors who may have items to sell to attendees:

Arborwear – Kevin Tierney - ktierney@arborwear.com - 808.265.1125

Petzl – Bill Moore – bmoore@elevationpro.net – 205-613-3586

Stihl – Brant Bolton – brant.bolton@stihl.us

Husqvarna – Doug Richards – doug.richarson@husqvarnagroup.com – 303-489-9437

Arborjet – Korey Lofy - klofey@arborjet.com -

INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA)

EVENT PARTICIPANT AGREEMENT AND RELEASE

The ISA Rocky Mountain Chapter tree climbing championship is covered under the International Society of Arboriculture and as such is identified as an ISA Event.

You must read, accept, and sign this Agreement before participating in the *ISA Rocky Mountain Chapter Tree Climbing Championship* or the *Certified Treeworker Examination*.

In consideration of being permitted to participate in the *ISA Rocky Mountain Chapter Tree Climbing Championship* or the *ISA Certified Treeworker Examination (CTE)* (the *ISA Event*) conducted and/or hosted by the *International Society of Arboriculture (ISA)* and/or the sponsoring *ISA component(s)*, I understand and agree that:

1. Risk of Injury: Risk of serious bodily harm, injury, paralysis, or death, as well as damage to my equipment and personal property, may occur with respect to my participation in the *ISA Event*, including, but not limited to, activities related to climbing, aerial lifts, the use of equipment and facilities, officiating, and proctoring.
2. Assumption of Risk: I accept and assume the risks, known and unknown, related to my participation in the *ISA Event*, including, but not limited to, injury or damage arising from, or related to, the negligence or actions of *ISA*, the sponsoring *ISA component(s)*, and other parties.
3. No Physical or Medical Limitation: I am unaware of any disease, injury, or any other physical or medical condition that would impair or limit my ability to participate in the *ISA Event*. I understand that *ISA* encourages all participants to maintain appropriate health insurance throughout their participation in the *ISA Event* because of the risks of serious injury.
4. Release of Claims: I release and discharge *ISA* and the sponsoring *ISA component(s)*, their officers, directors, members, employees, volunteers, representatives, and respective successors and assigns (Releasees) from and against any present and future loss, damage, action, liability, or claim (claims), known or unknown, relating to or arising from my participation in, or association with, the *ISA Event*.
5. Indemnification of Releases: I will indemnify, defend, and hold the Releasees harmless from and against any loss, damage, claim, demand, action, judgement, fine, penalty, or liability, including costs and attorney fees, incurred by the Releasees resulting from, arising out of, or related to my participation, involvement, or association with, the *ISA Event*.
6. Insurance: I understand that *ISA* strongly advises all *ISA Event* participants to maintain personal health insurance throughout their participation in any *ISA Event*. *ISA* has also advised that it currently maintains a supplemental medical insurance policy on behalf of participants in *ISA Events* conducted in the United States and Canada. This supplemental medical insurance policy may provide a benefit up to \$50,000 (USD) for medical costs associated with an injury sustained during participation in an *ISA Event*. I further understand and agree that this medical insurance policy is: (a) applicable only to *ISA Events* that occur in the United States and Canada; (b) conditioned on my compliance with, and satisfaction of, the terms and conditions of all Agreements between *ISA* and the insurance carrier, and the insurance policy; (c) supplemental and secondary to my own personal health insurance; and, (d) limited only to eligible costs in excess of my personal insurance benefits, and may not apply to co-pays, deductibles, and other insurance costs. I further understand and agree that *ISA* does not covenant, agree, or promise to continue to provide the supplemental medical insurance policy, and it may cancel such policy at any time.
7. Compliance with Event Rules: I will comply with and abide by: all rules and regulations issued, adopted, published, or otherwise issued by *ISA* or the sponsoring *ISA component(s)* related to the

ISA Event, including, but not limited to, the ISA ITCC Rule Book; and, all instructions, rulings, and directions of ISA Event officials and personnel.

- 8. No Employer Objection: If required by my employer, I have informed my employer of my participation in the ISA Event, and my employer has not objected to such participation.
- 9. Agreement Term: This Participant Agreement and Release will remain valid for twelve (12) months from the date I have signed below, and applies to all ISA Events during that period, or until such time as I expressly revoked the Agreement in writing delivered to the ISA. I understand that I will not be permitted to participate in any ISA Event upon revocation of this Participant Agreement and Release.
- 10. Governing Law: This Participant Agreement and Release will be governed by and construed in accordance with the laws of the State of Illinois. To the extent permitted by governing law, I hereby waive any applicable law, rule, or regulation that would invalidate or otherwise limit any term of this Participant Agreement. If any court of competent jurisdiction determines any term in this Participant Agreement to be invalid or unenforceable to any extent, such term(s) shall be severed and the remaining terms of this Participant Agreement shall remain in full force and effect.
- 11. Parties: All of the terms of this Participant Agreement and Release, apply to, and bind, me and my heirs, assigns, personal representatives, and executors.

I have read and understand the terms and conditions of this ISA Event Participant Agreement and Release. By checking the box below labeled "I AGREE," I hereby accept and agree to all such terms, and affirm that I am 18 years of age or older. I understand that I am voluntarily giving up legal rights by accepting this Agreement and Release.

Participant Name: _____ Participant Address: _____ _____ Signature: _____
--

I Agree Date: _____

For Parent/Guardian of Participants Under 18 Years of Age

I hereby certify that, as the parent or guardian of the minor Participant, I consent and agree to the terms of this Participant Agreement and Release for the minor Participant and myself, my heirs, assigns, and next of kin. I hereby release and agree to indemnify and hold harmless the Releasees from any liabilities incident to my minor child's participation in, or involvement with, the ISA Event, even if arising from the negligence of the Releasees.

Minor Participant Name: _____ Parent/Guardian Name: _____ Parent/Guardian Address: _____ _____ Parent/Guardian Signature: _____

I Agree Date: _____

Adherence to Guidelines and Safe Operating Procedures for Rocky Mountain Chapter of International Society of Arboriculture Tree Climbing Competition

In accordance with local, state, and CDC recommended Guidelines for safety protocols in terms of Covid-19, please see action items listed below for our event to be held in Sterne Park, over the weekend of August 14-16th, 2020.

As this is an outdoor event and at no point-indoors, we will be able to provide more than adequate space for social distancing for all concerned parties.

On all days, at beginning of day, and as participants show up; each person will be given a temporal temperature reading, answer health questions, and provide a phone number for contact. This data will be recorded and available to concerned parties upon request.

Questions to participants:

- 1) Do you have a fever (greater than 100.4), or have had a fever in last 48 hours?
- 2) Do you have a cough? (not associated with allergies or other known medical conditions)
- 3) Do you have shortness of breath?
- 4) Do you have any other symptoms? (including body aches, chills, sore throat, chest tightening, recent loss of sense of smell, fatigue, or gastrointestinal symptoms such as nausea, vomiting, or diarrhea).

If all questions answered "NO", and no fever- participants are allowed to attend event and proceed.

This information will be taken in central location at the North shelter, where our event operational crew is stationed.

Our event will provide facial PPE for each volunteer and competitor.

We will provide hand sanitizer at each location on all days of each event (3 areas of use on Friday, 5 areas of use on Saturday, and 3 areas of use on Sunday.

We are insisting all volunteers, competitors, and sponsors of events to wear facial coverings and practice social distancing of SIX feet from others.

All days- Volunteers arriving at 6-7AM will proceed with answering 4 questions, have temperature reading, then go directly to their assigned positions for duration of event.

Friday- Competitors will be queued up in line along Ida ave in the turf area, for check in, gear check, group assignment, and to compete in one climbing event(only one competitor at a time may participate) the other competitors will be queued in line in 6' increments(markings for distance will be clearly visible)

Saturday- Competitors will again queue along Ida ave for "entrance" to the event only after screening. After Covid-19 screening, competitors will be instructed to report directly to tree/station that the 9 person groups will then stay in all day-rotating to next tree event setup, for duration of event, until they finish last event and assemble in a spatially distanced manner for brief recognition ceremony of winners and announcement of competitors to return for Sunday's event.

During Saturday's events, the groups of competitors will be sequestered as an entity (4 separate groups), next to event they are to accomplish, but not inside the event, nor spread free range- this will be accomplished by a taped off area allowing the competitors a minimum of 30 square feet each (in accordance of recommendations for distancing). As groups finish the event, they will be instructed to move, as a group, to the next tree, and queue in holding corral.

Sunday- All volunteers and competitors, will again queue along Ida ave at 630AM and proceed with COVID-19 questions/temperature readings, then proceed to assigned location. Competitors are sequestered away from event (so they can't get an edge on competition)- this will also be under socially distant rules) and event staff will also have more than adequate space to maintain 6' distancing.

Event staff will be instructed to maintain distancing, leading by example, also enforcing guidelines as needed. On the rare and occasional interaction between judges, staff, or competitor and event staff- Facial coverings are mandatory. The only exception to mandatory facial covering will be on a sole individual basis for tree climbers while executing an event, so as not to hinder breathing while under exertion. As our event has a long and successful understanding and use of PPE required for our jobs, I foresee no reasonable objection from participants-this is just an added level of safety and precaution, along with eye protection, hard hats, and relevant equipment to the action being accomplished.

All of the food provided; dinner on Friday night, and breakfasts on Saturday and Sunday, along with lunch on Saturday will be individually wrapped (boxed meals) and given out, by a sole individual, on a metered schedule as to avoid any grouping of peoples needlessly. All water and Gatorade provided for climbers, staff, and volunteers will be individual single use bottles, again given out in metered fashion, by one individual per cooler, not a "free for all" access.

Adherence to Guidelines and Safe Operating Procedures for Rocky Mountain Chapter of International Society of Arboriculture Tree Climbing Competition

In accordance with local, state, and CDC recommended Guidelines for safety protocols, including the terms of Covid-19, please see the procedures laid out below for our a safe and successful event to be held in Paonia Park over the weekend of June 15-17, 2023.

Prior to the event, trees will be given a Tree Risk Assessment, for the safety of the climbers and spectators. See attached form for details on Tree Risk Assessment.

In the event of an emergency, all participants and volunteers will be provided the following, as well as have the location and phone number posted at registration. The nearest hospital and emergency services will also be posted.

Emergency Services:

Park Location: 332 4th Street, Paonia, CO 81428

Access Point: Access point from 4th street, across from Orchard Ave, covers the span of the event grounds. Activities will all take place on the West side of the park, refer to the Event Site Map.

Paonia Fire Department: 100 Oak Avenue, Paonia, CO 81428 – 970-527-5874

Paonia Police Department: 214 Grand Avenue, Paonia, CO 81428

West Elk Hotchkiss Hospital: 230 Hotchkiss Ave, Hotchkiss, CO 81419 – 970-872-1400

An Accident Investigation Report shall be completed by Chapter Tree Climbing Competition Officials.

Release Waivers:

All participants and volunteers must complete the following forms to the Registration Desk before competition. Competitors will be denied to compete if forms are not complete and submitted before the competition begins.

- Gear Check Form, accompanied by instructions.
- Participant Release Form
- TCC Insurance Notification Form
- Covid Release Form

Other Safety Procedures:

Prior to Event:

As events are set up, trees are inspected for their ability to hold each event, rings of caution tape acts as a barrier for public access, or a Personal Protective Equipment (PPE) zone for all people under a canopy with anyone “off the ground”, or “working” at height.

During the Event:

Gear and equipment used by all climbers is thoroughly inspected each day and includes the aforementioned "Gear Inspection Checklist" to ensure all gear is in proper working condition. The ISA Rocky Mountain Chapter files the completed checklists should a review of an incident take place.

Each Head Judge has a two-way radio, stationed at each preliminary event site, to communicate with the event Head Judge, event Head Technician, and Admin as needed. All events have a set process and agreed upon verbiage for safety response protocols, ranging from heat exhaustion to high angle rescue. Each event will do a full run through practice of an aerial rescue if a competitor should need emergency response, demonstrated for the event Head Judge and Head Technician. A conservative estimate is that over 80% of the attendees are holding current first aid and CPR certifications, as is required to be a Certified Arborist. In addition, the local fire station will be notified prior to the event.

Post Event:

As gear and equipment is removed from the trees, a final inspection is done for any potential hazards or damaged limbs which will be communicated to Park Staff.

Covid Restrictions:

As this is an outdoor event and at no point-indoors, we will be able to provide more than adequate space for social distancing for all concerned parties.

On all days, at beginning of day, and as participants show up; each person will be given a temporal temperature reading, answer health questions, and provide a phone number for contact. This data will be recorded and available to concerned parties upon request.

Questions to participants:

- 1) Do you have a fever (greater than 100.4), or have had a fever in last 48 hours?
- 2) Do you have a cough? (not associated with allergies or other known medical conditions)
- 3) Do you have shortness of breath?
- 4) Do you have any other symptoms? (including body aches, chills, sore throat, chest tightening, recent loss of sense of smell, fatigue, or gastrointestinal symptoms such as nausea, vomiting, or diarrhea).

If all questions answered "NO", and no fever- participants are allowed to attend event and proceed.

This information will be taken in central location at the North shelter, where our event operational crew is stationed.

Our event will provide facial PPE for each volunteer and competitor if they do not provide their own.

We will provide hand sanitizer at each location on all days of each event (3 areas of use on Friday, 5 areas of use on Saturday, and 3 areas of use on Sunday.

Friday- Competitors will be queued up in line along the northwest corner in the turf area, for check in, gear check, group assignment, and to compete in one climbing event(only one competitor at a time may participate) the other competitors will be queued in line.

Saturday- Competitors will again queue along the northwest corner in the turf area for “entrance” to the event only after screening. Competitors will be instructed to report directly to tree/station that the 9 person groups will then stay in all day-rotating to next tree event setup, for duration of event, until they finish last event and assemble in a spatially distanced manner for brief recognition ceremony of winners and announcement of competitors to return for Sunday’s event.

During Saturday’s events, the groups of competitors will be sequestered as an entity (4 separate groups), next to event they are to accomplish, but not inside the event, nor spread free range- this will be accomplished by a taped off area allowing the competitors a minimum of 30 square feet each (in accordance of recommendations for distancing). As groups finish the event, they will be instructed to move, as a group, to the next tree, and queue in holding corral.

Event staff will be instructed to maintain distancing, leading by example, also enforcing guidelines as needed. Exceptions to mandatory facial covering will be on the individual basis for tree climbers while executing an event, so as not to hinder breathing while under exertion. As our event has a long and successful understanding and use of PPE required for our jobs, I foresee no reasonable objection from participants-this is just an added level of safety and precaution, along with eye protection, hard hats, and relevant equipment to the action being accomplished.

All food provided; dinner on Friday night, and breakfasts and lunch on Saturday, will be individually wrapped (boxed meals) and given out, by a sole individual, on a metered schedule as to avoid any grouping of peoples needlessly. All water and Gatorade provided for climbers, staff, and volunteers will be individual single use bottles, again given out in metered fashion, by one individual per cooler, not a “free for all” access.

Event staff will be responsible for all trash removal if not coordinated with park officials beforehand.

Parking and Attendance:

Each event has a Head Judge, Head Technician, and Judges, Scorekeepers, and Timers as needed for a preliminary event’s particular requirements. At bare minimum we can operate with 34 event volunteers, plus admin team, and scorekeeping runners/tabulation, for about 40 people “working”, with 30 competitors; we anticipate 75 participants. As aforementioned, some industry representatives, family, and supporting spectators will be there, with a likely total of 100-120 attendees at peak times.

Event staff and set-up teams will have priority parking on the road leading into the park (off of 4th Street). Unless parking spaces are available, competitors and spectators must park on the street and shall adhere to all local and state traffic laws. Any disruptions to local and state regulations will have the competitor and/or spectator removed from the event.

At times, a canopy of a tree used for an event may cover a sidewalk or parking space. In accordance with state law, the area shall be blocked off by cones and signage to maintain a safe perimeter.

Security:

ALL event equipment and materials will be removed from the Park at the close of each event day and stored in a locked trailer, which is then driven to an offsite location in the possession of event Head Staff.

No items shall be left in the trees, on the ground, or in event spaces after operating hours. ISA Rocky Mountain Chapter has all items, including the trailer, insured and takes responsibility for any lost or stolen items.

Competitors, spectators, and volunteers are held liable for any possessions they bring to the Park. The ISA Rocky Mountain Chapter nor the Park and its affiliates are responsible for lost or stolen items.

As a non-profit organization, the ISA Rocky Mountain Chapter maintains a low operating budget and depends on support from the industry. If the City of Paonia feels strongly about needing the presence of Security Officers, then the Chapter will oblige.

Conclusion:

The ISA Rocky Mountain Chapter has held this event for nearly 40 years without major incident and prides itself on high safety standards. Tree climbing, in essence, includes an element of risk that the Chapter takes very seriously. The safety of our volunteers, competitors, and spectators will always be our first priority, with the second being a fun and successful event.

The Tree Climbing Committee is comprised of

Chad Delzell, -Certified Arborist (CA), Certified Tree Worker Specialist(CTWS), TRAQ Qualified, QS with Dept of Ag. RM7011AT

Jeff Meyer, -Board Certified Master Arborist (BCMA), Municipal Specialist(MS), CTWS RM7825BAMT, Certified Tree Safety Professional (CTSP)

Mike Tilford, -CA, MS, CTWS. RM7139AMT, CTSP

Nick Close, -CA, CTWS, TRAQ RM7259AT

These 4 individuals have over 75 years accumulative industry under their "belts".

ISA TCC Gear Check Forms

Climbers! Please complete the unshaded boxes in the tables below with details of the equipment you intend to use for the preliminary events only. The columns shaded grey are for Gear Check Technicians only to complete. Please bring this paperwork to Gear Check. Following successful completion of the Gear Check process, these forms shall remain with the Gear Check Technician. Don't forget to put your name and number on each page.

Gear Check Technician - Once you've approved this climber's gear, please initial all completed pages of the Gear Check Form. Form must be returned to the appointed official and initialed in the box to the right.

Note - Systems and Assemblies should be fully assembled during Gear Check.

Process Complete? Appointed Official's Initials Required

Climber Name: _____	Anchor Assembly Checked?	Photographs Taken?
Climber Number: _____		

Gear Check Key		
Initial Check		Recheck Outcome (P or Q)
Pass	Quarantine/Resubmit/Missing	

Systems

Work-Positioning System

Category	Manufacturer	Product Name/ Description	Configuration/Comments
Work-positioning line with termination and stopper			
Rope adjustment device			
Micro pulley			
Carabiner 1			
Carabiner 2			

Work-Positioning Lanyard

Category	Manufacturer	Product Name/ Description	Configuration/Comments
Safety line with termination and stopper			
Rope adjustment device			
Micro pulley			
Carabiner 3			
Carabiner 4			

Technician Name	Technician Initials

INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA)

EVENT PARTICIPANT AGREEMENT AND RELEASE

The ISA Rocky Mountain Chapter tree climbing championship is covered under the International Society of Arboriculture and as such is identified as an ISA Event.

You must read, accept, and sign this Agreement before participating in the *ISA Rocky Mountain Chapter Tree Climbing Championship* or the *Certified Treeworker Examination*.

In consideration of being permitted to participate in the *ISA Rocky Mountain Chapter Tree Climbing Championship* or the *ISA Certified Treeworker Examination (CTE)* (the *ISA Event*) conducted and/or hosted by the *International Society of Arboriculture (ISA)* and/or the sponsoring *ISA component(s)*, I understand and agree that:

1. Risk of Injury: Risk of serious bodily harm, injury, paralysis, or death, as well as damage to my equipment and personal property, may occur with respect to my participation in the *ISA Event*, including, but not limited to, activities related to climbing, aerial lifts, the use of equipment and facilities, officiating, and proctoring.
2. Assumption of Risk: I accept and assume the risks, known and unknown, related to my participation in the *ISA Event*, including, but not limited to, injury or damage arising from, or related to, the negligence or actions of *ISA*, the sponsoring *ISA component(s)*, and other parties.
3. No Physical or Medical Limitation: I am unaware of any disease, injury, or any other physical or medical condition that would impair or limit my ability to participate in the *ISA Event*. I understand that *ISA* encourages all participants to maintain appropriate health insurance throughout their participation in the *ISA Event* because of the risks of serious injury.
4. Release of Claims: I release and discharge *ISA* and the sponsoring *ISA component(s)*, their officers, directors, members, employees, volunteers, representatives, and respective successors and assigns (Releasees) from and against any present and future loss, damage, action, liability, or claim (claims), known or unknown, relating to or arising from my participation in, or association with, the *ISA Event*.
5. Indemnification of Releases: I will indemnify, defend, and hold the Releasees harmless from and against any loss, damage, claim, demand, action, judgement, fine, penalty, or liability, including costs and attorney fees, incurred by the Releasees resulting from, arising out of, or related to my participation, involvement, or association with, the *ISA Event*.
6. Insurance: I understand that *ISA* strongly advises all *ISA Event* participants to maintain personal health insurance throughout their participation in any *ISA Event*. *ISA* has also advised that it currently maintains a supplemental medical insurance policy on behalf of participants in *ISA Events* conducted in the United States and Canada. This supplemental medical insurance policy may provide a benefit up to \$50,000 (USD) for medical costs associated with an injury sustained during participation in an *ISA Event*. I further understand and agree that this medical insurance policy is: (a) applicable only to *ISA Events* that occur in the United States and Canada; (b) conditioned on my compliance with, and satisfaction of, the terms and conditions of all Agreements between *ISA* and the insurance carrier, and the insurance policy; (c) supplemental and secondary to my own personal health insurance; and, (d) limited only to eligible costs in excess of my personal insurance benefits, and may not apply to co-pays, deductibles, and other insurance costs. I further understand and agree that *ISA* does not covenant, agree, or promise to continue to provide the supplemental medical insurance policy, and it may cancel such policy at any time.
7. Compliance with Event Rules: I will comply with and abide by: all rules and regulations issued, adopted, published, or otherwise issued by *ISA* or the sponsoring *ISA component(s)* related to the

ISA Event, including, but not limited to, the ISA ITCC Rule Book; and, all instructions, rulings, and directions of ISA Event officials and personnel.

- 8. No Employer Objection: If required by my employer, I have informed my employer of my participation in the ISA Event, and my employer has not objected to such participation.
- 9. Agreement Term: This Participant Agreement and Release will remain valid for twelve (12) months from the date I have signed below, and applies to all ISA Events during that period, or until such time as I expressly revoked the Agreement in writing delivered to the ISA. I understand that I will not be permitted to participate in any ISA Event upon revocation of this Participant Agreement and Release.
- 10. Governing Law: This Participant Agreement and Release will be governed by and construed in accordance with the laws of the State of Illinois. To the extent permitted by governing law, I hereby waive any applicable law, rule, or regulation that would invalidate or otherwise limit any term of this Participant Agreement. If any court of competent jurisdiction determines any term in this Participant Agreement to be invalid or unenforceable to any extent, such term(s) shall be severed and the remaining terms of this Participant Agreement shall remain in full force and effect.
- 11. Parties: All of the terms of this Participant Agreement and Release, apply to, and bind, me and my heirs, assigns, personal representatives, and executors.

I have read and understand the terms and conditions of this ISA Event Participant Agreement and Release. By checking the box below labeled "I AGREE," I hereby accept and agree to all such terms, and affirm that I am 18 years of age or older. I understand that I am voluntarily giving up legal rights by accepting this Agreement and Release.

Participant Name: _____ Participant Address: _____ _____ Signature: _____
--

I Agree Date: _____

For Parent/Guardian of Participants Under 18 Years of Age

I hereby certify that, as the parent or guardian of the minor Participant, I consent and agree to the terms of this Participant Agreement and Release for the minor Participant and myself, my heirs, assigns, and next of kin. I hereby release and agree to indemnify and hold harmless the Releasees from any liabilities incident to my minor child's participation in, or involvement with, the ISA Event, even if arising from the negligence of the Releasees.

Minor Participant Name: _____ Parent/Guardian Name: _____ Parent/Guardian Address: _____ _____ Parent/Guardian Signature: _____

I Agree Date: _____

NOTICE TO ISA EVENT PARTICIPANTS

REQUIRED EMERGENCY CONTACT AND HEALTH INSURANCE INFORMATION

The Rocky Mountain tree climbing championship is covered under the International Society of Arboriculture and as such is identified below as an ISA Event.

The International Society of Arboriculture (ISA) strongly advises all ISA Event participants to have comprehensive, personal health (medical) insurance throughout their participation in ISA Events, including the *Rocky Mountain Tree Climbing Championship* and the ISA Certified Tree Worker examination. ISA also strongly recommends that ISA Event participants have disability insurance coverage. Participants should confirm that their insurance plan(s) covers medical expenses in the event of an injury during an ISA Event, including certain events that are conducted outside of the participant’s home country.

Participants should have their personal health (medical) insurance information, including the insurance provider and policy number, readily available during the ISA Event in case of emergency. Participants should also provide that insurance information to the emergency contact they list below.

As stated in the required ISA Event Participant Agreement and Release that all participants must accept, ISA currently maintains a supplemental medical insurance policy (the ISA RMC Climbers Event Policy) on behalf of participants in ISA Events conducted in the United States and Canada. The ISA RMC Climbers Event Policy is a supplemental and secondary insurance plan, and is not intended to replace the personal health and disability insurance policies of an ISA Event participant.

In summary, the ISA Climbers Event Policy includes the following benefits and limitations:

- The policy is applicable only to ISA Events conducted in the Rocky Mountain Chapter.
- The policy may pay up to \$50,000 in covered medical costs not paid by the ISA RMC Event participant’s primary health insurance plans.
- The policy may not pay for co-pays, deductibles, and other costs required by the participant’s primary health insurance policy.
- The participant must satisfy all requirements of the policy and the insurance company that issues the ISA RMC Climber Event Policy.

ISA Event participants may contact ISA at info@isarmc.org for additional information regarding the ISA RMC Climbers Event Policy.

Each ISA Event participant must complete the following emergency contact information, and submit the completed form to the *Rocky Mountain Chapter* at info@isarmc.org.

Participant Name: _____

Emergency Contact Name: _____

Emergency Contact Phone Number(s): _____

This form must be submitted at the *Rocky Mountain Chapter* Event. *Rocky Mountain Chapter* will keep the information provided on this completed form for one year, and will use the information only in the event of emergency involving the participant during an ISA Event.

Town of Paonia



Letter of Support for River District Grant

Town of Paonia



April 11, 2023

Dear Members of the Community Funding Partnership:

The Town of Paonia supports the Colorado River District providing matching funds for our Water Supply Reserve Fund grant to conduct a hydrogeological study of our spring systems. This study will address:

- Enhancing Watershed Health
- Increasing raw water storage by recharging aquifers that supply the springs that feed the municipalities, and downstream ranchers.
- Extending availability and reliability of water throughout the year.
- Improving source water quality for more efficient treatment

These are important issues, and this project aligns with the goals of the Colorado River District and the Colorado Water Plan. It will provide knowledge to help our Town, as well as the ranchers and recreational enthusiasts of our County and improve the health of our headwaters to the benefit of all users.

Thank you,

Mary Bachran
Mayor
Town of Paonia

Town of Paonia



Staff recommendation about USFS prescriptive burn
in the West Elks around Town of Paonia Springs

Recommendation to the Town of Paonia Board of Trustees Regarding the USFS Paonia Winter Wildlife Habitat Improvement Plan

Submitted by Jeremiah Garcia, ToP Water Operator
4/8/2023

Background: At first glance, the USFS Paonia Winter Wildlife Habitat Improvement Plan* (PWWHIP) immediately raises alarm, as it describes burning 25,000 acres with prescriptive burns up to 5000 acres per occurrence. The preferred ignition method is firebombs from helicopters or Unmanned Arial Vehicles (UAVs – also known as drones). However, Paonia District Ranger Levi Broyles has indicated in conversation that the real implementation plan is more modest.

<https://www.fs.usda.gov/project/?project=62711> The Proposed plan is found here. Or google search “Paonia Winter Wildlife Habitat Improvement Plan” In essence, the plan is to burn thicket of shrub oak stands and pinyon juniper to reintroduce fire regimes to the landscape and improve winter wildlife habitat.

Its important to know that usually these projects require a NEPA study...

The National Environmental Policy Act (NEPA)

NEPA requires federal agencies to assess the environmental effects of their proposed actions prior to making decisions. The range of actions covered by NEPA is broad and includes:

adopting federal land management actions

Using the NEPA process, agencies evaluate the environmental and related social and economic effects of their proposed actions. Agencies also provide opportunities for public review and comment on those evaluations.

NEPA does not apply to “CATAGORICAL EXCLUSIONS” and this classification is determined by the discretion of the USFS.

The Paonia Ranger District has not yet issued its “Decision Memo” regarding their decision to classify this project a “CATEGORICAL EXCLUSION” (CE) – which removes the NEPA requirement to conduct an Environmental Assessment. Whether the project should be classified as a CE is open to interpretation, but municipal watersheds can be considered an “Extraordinary Circumstance” which would then require additional environmental review, prior to final project approval. Unfortunately, the Decision Memo will be released before an approved burn plan is known.

The burn areas include the delineated Municipal Watershed Source Water Protection Area for the Town of Paonia which is currently defined by the USFS as a potential “Extraordinary Circumstance.” The “Extraordinary Circumstance” designation could be revoked by USFS if a cause-effect relationship is deemed unsubstantial.

“... the existence of a cause-effect relationship between a proposed action and the potential effect on these resource conditions, and if such a relationship exists, the degree of the potential effect of a proposed action on these resource conditions that determines whether extraordinary circumstances exist.”

*~Excerpt of Title 36, Chapter 2, Part 220 “NEPA Compliance” § 220.6 Categorical exclusions***

I do wish the USFS would have conducted a hydrogeological morphology study in their scoping. The lack of this study indicates to us that there is not enough information to accurately account for ash flows and silt run off patterns that could impact water quality and infrastructure. I also can't, personally, say with 100% confidence that all of TOP's natural-values and critical infrastructure are fully known, GIS-mapped, and understood. My doubts stem from finding assets in the field that were not mapped. I do feel confident that at least 90% of TOP's spring man-made assets are well defined and mapped, but it remains clear no one fully understands the natural infrastructure (e.g. aquifer infiltration galleries). I have prepared maps outlining best-guess delineations of shallow aquifers that feed the Springs by analyzing detailed geological maps, topography, vegetation, and proximity to springs/seeps. I have hi-resolution aerial photographs provided by Delta County of each spring complex that show the nature of TOP's critical natural infrastructure and their susceptibility to wildfire.

I recommend TOP pursue roundtable discussions with the Paonia Ranger District as their burn plans become known for the purpose of informing Water Managers' decision making, notifying the public of the actions, and discussing any concerns TOP may have regarding its infrastructure (man-made and natural).

Additional Context: This section provides additional relevant information including some history, an overview of which water sources are being used now, and the need for a dynamic approach to our source water utilization while the 2-million-gallon storage tank is being rehabilitated.

Past source water studies dating as far back as 1994 don't outline key assumptions in their studies, primarily, which sources of water were being utilized and measured. The nomenclature of springs has been part of this problem. Some springs are only available to the Town outside of the irrigation season (Nov 1 – April 1), but again, the assumptions in the studies didn't specify which springs were being used and when. One additional note, many of the individual springs make up a single spring complex that share a single transmission line. Take Pole Patch as an example: it is made up of 7 spring structures that converge to a single

box, but it's unclear if in 1994 all 7 structures were in place contributing to the transmission pipe's flow. Water quality analyses were not required when these springs were developed because CDPHE's engineering division did not yet exist. TOP has limited data on source water quality, but fortunately our membrane system is designed to handle virtually all contaminants. The source water supplying the Lamborn treatment plant is very clean, and that water is derived from "LAKEFORK" "GERMAN CREEK" and "REYNOLDS – OLD ORIGINAL & UPPER REYNOLDS."

It's still unclear—and conflicting data further muddies the water—how long CLOCK has been offline. It may have been periodically run, but nevertheless we do not have data trends of the availability and quality of source water that supplies the CLOCK treatment plant. Approximately half of TOP's decreed water can only reach CLOCK. As TOP plans a more dynamic approach to utilizing its spring resources while Capital Projects are underway to address infrastructure vulnerabilities, I recommend TOP reassess its assets at risk. One example is the membranes at each treatment plan. Water managers have had a relatively easy time maintaining the membranes at Lamborn through simple regular backwashing, and that's because the source waters are reliably clean in terms of mineral content and biology. We simply do not have enough data points regarding raw water quality that feeds the CLOCK plant. CLOCK is equipped with bag filters to deal with turbidity at 10NTU and above. The maintenance of this prefiltration process, if required, may require the allocation of more labor to upkeep and telemetry to monitor. -Also, the maintenance of the membranes at CLOCK may require regular chemical enhanced backwashing to remove scaling or biofouling.

Recommendations

I recommend the Town update its Source Water Protection Plan which was created in 2010. This task will also include a Wildfire Ready Action Plan. The GIS data collected, and its analysis are critical information to provide the Wildland Fire Decision Support System (WFDSS).

Wildland Fire Decision Support System (WFDSS) Public Water System (PWS) Selection Criteria

Note: The public water system is required to fit at least two of the following criteria to be considered for WFDSS evaluation.

1. Wildfire threat (ex: Deciduous Forest, Evergreen Forest, and Mixed Forest contaminant source types) is identified as a significant risk (moderate to high susceptibility) to the source water as found in the Source Water Assessment and Protection (SWAP) Reports.
2. The Public Water System (PWS) is within 2 miles of a United States Forest Service (USFS) boundary.
3. Public water system is in a community that has developed a community wildfire protection plan (CWPP) and/or the drinking water resources are within the CWPP.
4. Source of drinking water is primarily surface water or groundwater under the direct influence (GUI) of surface water sources.

In the event of an emergency, fire managers need to know which assets are most critical to protect, and where to cut losses to instead preserve critical infrastructure. They also need to understand the risks associated with aerial fire-retardant applications in each of TOP’s headwaters, as well as whom to notify when applications occur. Water managers need an emergency operating plan that addresses each scenario. I recommend TOP engage with the Colorado Rural Water Association to map critical values at risk.

This is an important step to better preparing TOP to post-wildfire hazards that come in many forms ranging from fluvial hazards (debris and mud floods) to water quality hazards such as ash, sediment, benzene and PFASs.

All the following recommendations will better prepare TOP in the event of an emergency, as well help to identify mitigation strategies that can qualify for “shovel-ready” FEMA funding such as pretreatment, media filtration and riparian enhancement as FIREBREAK. Source Water Protection Planning & Wildfire Ready Watershed planning is being incorporated into the updated Delta County Hazard Mitigation Plan – a 3 year updating process.

Summary of Key Recommendations

- Review ARTICLE 3. – *WATERSHED* of Town of Paonia’s Municipal Code.
- Pursue roundtable discussions between Ranger District and Town Reps (Staff & ...)
- Send letter to USFS outlining Top’s concerns with the PWWHIP plan as it relates to the municipal watershed’s water quality and availability. (SEE BELOW)
- Engage CRWA
 - GIS Critical Values at Risk
 - Provide data to Wildland Fire Decision Support System (WFDSS)
- Update Source Water Protection Plan
- Develop Wildfire Ready Action Plan
 - *Including engaging with watershed stakeholders to build capacity (USFS, BLM, Western Slopes Conservation Center, Delta Conservation District, Colorado River District, Gunnison Basin Ag & Ranching, etc. as examples) & develop strategic partnerships for accessing NRCS funding, planning, implementation and adaptive management.*
- Develop Drought Management Response Plan
- Follow up with Kris Steward, Delta County Hazard Mitigation Coordinator re:
 - 2019 Paonia Water Crisis follow-up action items – Included Continuity of Operations, Disaster Financing, Emergency Operation Planning, Emergency Alert System Plan, Public Information Plan, Incident Command System training for newly elected officials, Conduct ongoing Emergency Operation Center planning...

04/11/2023

To: US Forest Service, Paonia District

From: Town of Paonia

The Town of Paonia has concerns the Categorical Exclusion Decision Memo regarding the Paonia Winter Wildlife Habitat Improvement Project in the Town of Paonia’s Municipal Watershed area will be release before a final Burn Plan is reviewed and approved.

The Town of Paonia urgently requests a postponement of the USFS Paonia Winter Wildlife Habitat Improvement Project (PWWHIP) scheduled to begin Summer 2023 with mechanical treatments and Fall 2023 with controlled burns. The project entails a more than 25,000 acre prescribed burn on Lamborn Mountain and Landsend Peak over the next ten years, with an unknown amount of acres scheduled for 2023. A prescribed burn of this size has the very real potential of damaging or destroying the watershed, which would have profound consequences for the springs that supply drinking water to the Town of Paonia. We believe that the extent of the potential impacts on both our source water and our infrastructure justify our request.

Furthermore, we are aware of only one form of outreach initiated by the Forest Service to the Town of Paonia with regards to this plan, an email to the Mayor. No other written notice was received and no other outreach or follow up, that we are aware of, was conducted. We are especially concerned because current PWWHIP utilizes a categorical exemption which has bypassed key studies we believe are critical to understanding, and mitigating, the impact of fires to both the quality and quantity of our water resources. In particular, the lack of a hydrogeomorphology study indicates to us that there is not enough information to accurately account for ash flows and silt run off patterns. These items may have significant impacts on both our source springs and hard infrastructure. Without this analysis we have additional concerns there are scenarios where the level of resulting desertification would no longer support the spring recharge that Town of Paonia relies for drinking water and future growth.

The Town of Paonia has been going through a difficult transition period and has been preoccupied by historic water infrastructure issues. We were surprised to see that Paonia’s Source Water Protection was not taken into consideration. We respectfully request a halt to the prescribed burn scheduled for Fall of 2023 for the following reasons:

- The Town of Paonia’s Source Water Protection Area¹, is in the PWWHIP project area, and constitutes an extraordinary circumstance, which requires further environmental analysis by an Environmental Assessment or Environmental Impact Statement. 36 CFR 220.6. Approval of agency action via Categorical Exclusion is not permitted when extraordinary circumstances are present. Extraordinary circumstances include municipal watersheds. Combined with the existence of a cause-effect relationship between the proposed action and the potential effect on municipal watershed, and the degree of the potential effect of the proposed action on the watershed precludes the use of a categorical exclusion. The proposed prescribed burn could damage and directly threaten the long-term viability of the springs that supply the Town’s water supply. A large, prescribed burn has the potential to change vegetation cover and ecotone diversity permanently, which could result in the desertification of large areas of our fragile watershed, creating a catastrophic scenario where the Town of Paonia could no longer rely on the springs for drinking water or future growth. The denuding of the vegetation cover and replacement with grasses and forbes will change the ecosystem dynamics and likely have a deleterious effect on precipitation amounts and groundwater retention. A large part of the prescribed burn area will occur on west and south slopes that are already subject to increased temperatures. Less snowpack accumulates in burned forests due to a reduced capacity of the forest canopy to shade snowpack from incoming solar radiation and protect it from other turbulent fluxes (winds). Snow ablation (melt, sublimation, evaporation) occurs more rapidly in burned forests. <https://www.sciencedirect.com/science/article/abs/pii/S0378112718308302?via%3Dihub>. A hotter environment due to a reduction in the shading and cooling effect of tree/shrub cover, in conjunction with the already higher temperatures that we are experiencing, will potentially make landscape recovery much slower than was estimated in the scoping document, which is based on restorations that have taken place in the past when our climate was cooler and had more precipitation.
- Town of Paonia Water Crisis and Infrastructure Challenge. For a small rural municipality, the Town of Paonia has one of the most complex water systems in the country due to the number of springs and complex aquifer system. The Town’s water infrastructure and maintenance has historically been underfunded. Three years ago, this resulted in a system failure that caused the Town to be without water for three weeks. The Town has been working hard to address these infrastructure challenges and cannot absorb any additional stresses to the watershed or the system.
- The Town of Paonia has not, yet conducted a values-at-risk assessment for the purposes of informing the Wildland Fire Decision Support System (WFDSS) and does not have an Emergency Response plan in place. While the Town has a Source Water Protection Plan, it does not have a section on “CRITICAL COMMUNITY WATERSHED WILDFIRE PROTECTION.” The Town of Paonia does not have the desired auxiliary water quality

¹ The Town of Paonia Source Water Protection Plan, August 2010, by Kimberly Mihelich Source Water Specialist Colorado Rural Water Association For the community water provider: Town of Paonia: ID # CO0115601

barriers in place to handle a sudden uptick of sedimentation and ash (-e.g., carbon media filtration.)

- Uncontrolled wildfire risk. While we are aware burning will only take place in the Fall, it's worth mentioning that in January and April of 2022 the USFS's prescribed burns in Mora County blew out of control, which the Forest Service has publicly admitted accidentally caused the historic New Mexico fire. We understand that the fire has had a disastrous impact on the watershed and area communities. While this year has seen more precipitation than past years, the Western Slope has been in a drought state and is a climate hot spot.

While we believe that fire is a valuable tool in the toolkit of watershed management, we also believe that there are other tools that are more appropriate in some instances which can both reduce the impacts on our hard infrastructure and better support the ecological function of the watershed. Some PWWHIP areas contain numerous wet meadows, seeps, springs, and creeks. These are excellent sites that should be evaluated for cattle exclusion and restoration and expansion, as they recharge aquifers and springs and act as fire breaks. More attention can be paid to opportunities for mechanical removal. Burns can be done in mosaic patterns that create meadows for grazing, natural fire breaks, and leave areas of existing vegetation that protect the watershed and act as incubator plots for natural restoration and habitat for wildlife.

In coordination with the Delta County Hazard Mitigation Plan, the Town of Paonia is in the process of engaging in the creation of Wildfire Ready Watershed Action Plan. Once completed this plan will allow the Town to apply for FEMA funds to support shovel ready projects in our watershed. The first step in this planning process will be to map the water natural values and related resources in order to better understand the sensitivity of the watershed and conduct a hydrogeological study to understand the mechanics of our springs. **The Town of Paonia would like to invite the USFS Paonia Ranger District to a collaborative process of developing the Wildfire Ready Watershed Plan and integrating the findings of this into a new larger Headwater Resiliency Plan & Program that protects the watershed of the Town of Paonia, reduces wildfire risk, and protects and improves wildlife and wetland habitat .In the meantime, we respectfully ask that the Forest Service postpone the PWWHIP scheduled to begin with mechanical treatments in Summer 2023, and controlled burns in Fall 2023.**

Additional Resources:

Paonia Winter Wildlife Habitat Improvement Plan

<https://www.fs.usda.gov/project/?project=62711> *

Wildfire Ready Watersheds

<https://www.wildfirereadywatersheds.com/>

Town of Paonia Source Water Protection Plan

https://townofpaonia.colorado.gov/sites/townofpaonia/files/documents/paonia_swpp_final_2010.pdf

Title 36 - Parks, Forests, and Public Property **

Chapter II - Forest Service, Department of Agriculture

Part 220 - National Environmental Policy Act (NEPA) Compliance

Authority: 42 U.S.C. 4321 *et seq.*; E. O. 11514; 40 CFR parts 1500-1508; 7 CFR part 1b.

Source: 73 FR 43093, July 24, 2008, unless otherwise noted.

§ 220.6 Categorical exclusions.

This content is from the eCFR and is authoritative but unofficial.

(a) *General.* A proposed action may be categorically excluded from further analysis and documentation in an EIS or EA only if there are no extraordinary circumstances related to the proposed action and if:

(1) The proposed action is within one of the categories established by the Secretary at 7 CFR part 1b.3; or

(2) The proposed action is within a category listed in § 220.6(d) and (e).

(b) *Resource conditions.*

(1) Resource conditions that should be considered in determining whether extraordinary circumstances related to a proposed action warrant further analysis and documentation in an EA or an EIS are:

(i) Federally listed threatened or endangered species or designated critical habitat, species proposed for Federal listing or proposed critical habitat, or Forest Service sensitive species;

(ii) Flood plains, wetlands, or municipal watersheds;

(iii) Congressionally designated areas, such as wilderness, wilderness study areas, or national recreation areas;

(iv) Inventoried roadless area or potential wilderness area;

(v) Research natural areas;

(vi) American Indians and Alaska Native religious or cultural sites; and

(vii) Archaeological sites, or historic properties or areas.

(2) The mere presence of one or more of these resource conditions does not preclude use of a categorical exclusion (CE). It is the existence of a cause-effect relationship between a proposed action and the potential effect on these resource conditions, and if such a relationship exists, the degree of the potential effect of a proposed action on these resource conditions that determines whether extraordinary circumstances exist.

|

Town of Paonia

100



MOU: PPD & Bureau of ATFE

PAONIA POLICE DEPARTMENT

ACTION ITEM: Bureau of Alcohol, Tobacco, Firearms and Explosives eTRACE application Memorandum of Understanding - 2023

ITEM	Bureau of Alcohol, Tobacco, Firearms and Explosives eTrace application Memorandum of Understanding - 2023
REQUEST	The Paonia Police Department is requesting the signing of the 2023 Memorandum of Understanding between the Paonia Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives commonly referred to as the ATF. This MOU is in regard to the eTRACE internet-based firearm tracing application.
PURPOSE	The purpose of this MOU is to establish an interagency agreement governing the access and utilization of the eTrace application. In addition, the MOU will designate a primary and alternate point of contact within your agency. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately if it becomes necessary to revoke or suspend a user's account.
BENEFIT	This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing, and querying firearms trace related information relative to our jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.
Cost	No Associated Cost
HISTORICAL	No historical basis. This will be the first time the Paonia Police Department has made use of the application and entered into the agreement with the ATF.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES



**MEMORANDUM OF UNDERSTANDING REGARDING THE
eTRACE INTERNET BASED FIREARM TRACING APPLICATION**

**Memorandum of Understanding
between the
PAONIA POLICE DEPARTMENT
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their on-going commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.

Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: Denver Field Division

Address: 950 17th Street
Suite 1700
Denver, Colorado 80202

	Designated ATF Contact	Alternate ATF Contact
Name:	Daniel W. Demas	
Title:	Senior Operations Officer	
Phone #:	(415) 572-9394	

Participating Law Enforcement Agency Name: PAONIA POLICE DEPARTMENT

Agency Address: 214 GRAND AVENUE
PAONIA, CO 81428

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	MATTHEW LAIMINGER	GARRETT HENDERSON
Title:	CHIEF OF POLICE	SERGEANT
Phone #:	(970) 527-4822	(970) 527-4822
Email Address:	MLAIMINGERPPD@TOWNOFFPAONIA.COM	GHENDERSONPPD@TOWNOFFPAONIA.COM
Date of Birth:	On File	On File
Signature:		
Date:		

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.
3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or

revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment.

4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should either be mailed to the ATF National Tracing Center at the address below, or scanned and emailed to eTraceAdmin@atf.gov.

Bureau of Alcohol, Tobacco, Firearms and Explosives
 National Tracing Center Division
 244 Needy Road
 Martinsburg, WV 25401
 Attn: eTrace Customer Service Group

Phone: (800) 788-7133, ext. 01540
 eMail: eTraceAdmin@atf.gov

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY”. The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.
- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under

isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.

- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112--55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency's legal counsel prior to any data-sharing.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime".
- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

_____ Signature	_____ Date
(Chief Law Enforcement Official)	
MATTHEW LAIMINGER	
_____ Name	
CHIEF OF POLICE	
_____ Title	
PAONIA POLICE DEPARTMENT	
_____ Agency/Department	

_____ Signature	_____ Date
(ATF - Special Agent in Charge or designee)	
Christopher "Brent" Beavers	
_____ Name	
Special Agent in Charge	
_____ Title	
Denver Field Division	
_____ ATF Field Division	

Town of Paonia

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Approval of funding for repairs to Town
financial System

Town of PAONIA, Colorado
 Financial Operations and Reporting Assessment
 Conducted April 4, 2023 by
 Professional Management Solutions ("ProMgmt")

FINDING	RECOMMENDATION	COMMENTS/ RESOURCES
Financial Reporting to Board lacking, confusing		
--too many funds, non-authorized by board	Make journal entries, reclassify accounts to correct line items, and align with audit, board	ProMgmt can review and provide guidance and/or can make entries, etc.
--not consistent with audited F/S		
--no budget comparison	Enter budget information into revised structure	ProMgmt can enter 2022 and 2023 budgets into revised accounts from adopted Budgets.
Sewer Reserve amounts needed; not available.	Utilize information from 2021 Financial Statement Notes.	
Caselle not stored on server accessible by staff; may be preventing direct help or causing glitches in operation	Assess whether an alternative might function better, self-host?	Caselle's IT staff and the Town's IT staff should be able to resolve this. ProMgmt can assist in clarifying current problems and needs.
Current staff not trained to enter Invoices, payroll	Purchase User Support contract from Caselle for at all modules in use (e.g General Ledger, Payroll, Cash Receipting, Accounts Payable, and Utility Management). Also enroll staff in free training classes held at Caselle headquarter in Provo, UT.	Caselle support contract provides unlimited assistance, free training online, access to help.
Department Heads lack access to budget; unable to code their invoices	Simplify accounts, as above, provide training and guidance to allow for coding, input budget for comparison, possibly set up Caselle Connect for data access by staff. Determine process for Accounts Payable that provides for separation of duties for bill payments.	Once connection between budget and account numbers/detail is complete, training on coding can be implemented for appropriate staff.
Numerous (28?) Bank accounts in Caselle, many with balances.	Determine from Bank statements which banks are open and which are necessary. Review/evaluate appropriateness of current signers on accounts vis-à-vis internal incontrols. Close unnecessary accounts.	Use professional accountants (ProMgmt or others) to review all documents and determine need for all these accounts.

Main checking account not reconciled fully since September 2022, lacking some entries to do so. Off by \$161,000 at 12/22.	Review detail from bank statements for most of 2022 to verify reconciliations are correct and complete.	ProMgmt or an accountant knowledgeable in Caselle can provide this; Caselle service not recommended here.
Accounts payable entries out of balance, can't do monthly allocations for March 2023(other?)	Research all A/P entries, especially 3/23 to determine reason for imbalance and make needed entries or corrections. Determine if problem is in Caselle, or in entries.	ProMgmt or an accountant knowledgeable in Caselle can provide this; Caselle service not recommended here.
Meter reading and entry done manually	Utilize electronic resources to reduce staff hours and error potential, possible \$\$ savings	Beacon meters can be read electronically, and many are already installed. Software may need installation, and require adjustment in processes and staff training.
Staff currently performing A/P, Payroll, and General Ledger functions are not normally assigned to these duties. The temporary assignments may not be sustainable. No governmental accountant on staff.	Assess staffing levels, competencies and determine if additional staffing is needed, and what qualifications are necessary.	Some functions may be re-allocated, but probably not all. Temporary help will be needed; possibly long term supplemental assistance could supply G/L functions.
Manual filing system being used for liquor licensing, but Caselle Business Licensing module was purchased.	Evaluate cost/benefit to determine if module is needed. Determine if current process is accurate and efficient.	ProMgmt can review controls and processes and recommend refinements.
Asset Management module not being used.	Determine cost benefit. Evaluate current system for asset inventory and depreciation calculation.	Auditor can possibly provide documentation and recommendation. ProMgmt or gov'tl accountant can either use Caselle module or another process. Possible \$\$ savings.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (“Contract”) is entered into this ___ day of _____, 20__ by and between the Town of Paonia, Colorado (hereinafter known as “Client”) and Professional Management Systems *d.b.a.* Professional Management Solutions, a Colorado S Corporation (hereinafter known as “Contractor”).

WHEREAS, Client wishes to obtain the services of Contractor to provide professional financial services; and

WHEREAS, Contractor agrees to provide such services to Client; and

WHEREAS, Client and Contractor agree to set forth the terms and conditions of this relationship;

NOWC, THEREFORE, based upon the terms, covenants and considerations set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference.

II. COMPENSATION

Services will be performed at the rate of \$135.00 per hour (discounted from \$155.00 per hour). Contractor shall submit monthly invoices for payment to Client after the end of each month of services provided. Town shall pay all invoices within 30 days of invoice date.

III. TERM OF CONTRACT

This Contract shall begin on or about April 12, 2023 and continue from month to month at the direction of Client, however, Client and Contractor acknowledge that neither Client’s nor Contractor’s resources are exclusively dedicated to performance of this Contract. Each will work with reasonable diligence to accomplish tasks from the Scope of Work, which will be prioritized and staged for completion based on Client’s and Contractor’s staff availability.

IV. TERMINATION

This Contract may be terminated upon ten (10) days written notice by either party or by mutual written consent. Upon termination of this Contract, Contractor shall provide Client with all work

performed under the Contract to date. Client shall compensate Contractor for all work performed prior to the date of termination at the rates set forth in Section II.

V. OWNERSHIP

All documents produced by Contractor under this Contract are and shall remain the property of Contractor. Contractor shall provide Client with all such documents prepared by Contractor under this Contract, and Client shall be entitled to continuous use of such documents.

VI. ADDITIONAL PROVISIONS

- A. Contractor shall be responsible for providing the highest professional quality workmanship and advice, technical accuracy, and timely completion of tasks. Contractor shall indemnify and hold Client harmless in accordance with Colorado law from all damages to Client or claimed by third parties against Client arising directly, or the portion arising indirectly, from Contractor's negligent performance of any of the services furnished under this Contract. Client shall indemnify and hold Contractor harmless in accordance with Colorado law from all damages to Contractor or claimed by third parties against Contractor arising directly, or the portion arising indirectly, from Client's negligence or arising from duties performed by Contractor with due diligence on Client's behalf.

- B. If at any time a conflict of interest between the services provided under this Contract and professional services provided by Contractor to other persons or entities arises, Contractor shall immediately provide Client with written notification thereof and shall withdraw from the conflict at Client's discretion.

- C. The parties intend that the work performed under this Contract may be performed at Client's offices or Contractor's offices at Contractor's discretion and as practical with regard to documents and systems necessary to be accessed by Contractor in order to complete the scope of services. Client agrees to arrange secure remote computer access to Client's Caselle accounting system for Contractor's staff assigned to the project. Contractor agrees to cooperate fully with protocols established by Client for security of Client's files, documents, and computer system access.

- D. Services provided by Contractor under this Contract are those of an independent contractor and not those of an agent, representative, officer, or employee of Client.

INSURANCE

Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to the Contract, including:

- A. Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate.
- B. Professional Liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.
- C. Workers' Compensation insurance as required by law.

VII. MISCELLANEOUS

- A. This Contract shall be governed by the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in the Town and County of Broomfield, Colorado.
- B. There are no intended third-party beneficiaries to the Contract.
- C. Any notice under this Contract shall be made in writing by U.S. mail or electronic mail to the addresses set forth below.
- D. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- E. Neither this Contract nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first set forth above.

PROFESSIONAL MANAGEMENT SOLUTIONS
 P.O. Box 1848
 Broomfield, CO 80038-1848
lhtrotter@professionalmanagementsolutions.com

By: _____ Date: _____

_____, COLORADO
_____(address)
_____(address)
_____(electronic mail)

By: _____ Date: _____

Attest: _____

Exhibit A

Services to be provided under this contract will flow from the Findings and Recommendations on the attached Financial Operations & Reporting Assessment, and may include the following types of financial services as identified and requested by the Town:

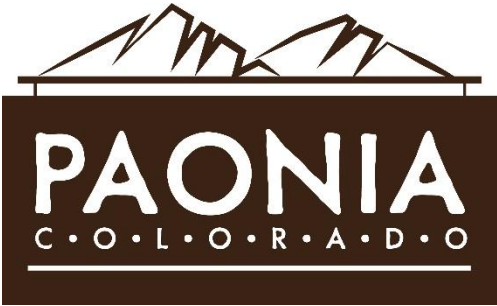
1. **Work with Caselle accounting software** to resolve current Caselle usage, set-up, and training issues.
2. **Work with Town staff to resolve operating and/or training/usage issues.**
3. Perform bank reconciliations and make necessary journal entries to **enable the Town to become current in its financial reporting.**
4. Prepare **monthly financial transactions or reconciliations** as desired, particularly where separation of duties issues may exist due to small staff size.
5. Review and/or prepare and analyze **monthly and/or quarterly financial statements.** Discuss with management/staff.
6. Consult on **issues, problems, or tasks associated with taxes, banking, payroll, grants, intergovernmental revenues, interfund transactions, or unusual financial items.**
7. **Advise on or assist with current projects or operations** of Finance Department such as accounting issues, budget preparation, and policies and procedures.
8. **Train employees** in topics such as Caselle accounting systems, governmental finance, and financial management.
9. Advise or **consult with management and staff on financial aspects of current or long-range issues.**

Town of Paonia

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Relationships with NFPP&R and NFVCC



Town Board Staff Report

Subject: Relationships with North Fork Pool, Park & Recreation District and North Fork Valley Creative Coalition

Author: Nick Cotton-Baez, Town Attorney

Date: April 11, 2023

Specific request: Discussion Item

Summary Recommendation

- Consider IGA with the North Fork Pool, Park & Recreation District that addresses competition between the Town and District in grant applications, and establishes a process for cooperation in the application process.
- Renegotiate certain terms of the IGAs with the Recreation District concerning the Skate Park and Apple Valley Park tennis courts.
- Consider requesting that the North Fork Valley Creative Coalition enter into an MOU/Agreement with the Town (see below for reasons).

Executive Summary

- The Town Board indicated its desire to evaluate its contractual relationships with the North Fork Pool, Park & Recreation District, and explore a potential contractual relationship with the North Fork Valley Creative Coalition.

North Fork Pool, Park & Recreation District

- The North Fork Pool, Park & Recreation District (the “Recreation District”) is a special district organized under the Title 32 of the Colorado Revised Statutes. It levies 2.5 mills on taxable property with its boundaries, for a projected \$265,975 in tax revenues in 2023. The District also receives funding from grants.
- According to the District’s website, the District manages and maintains amenities at Crossroads Park outside of Hotchkiss including the North Fork Pool, the Crossroads bike trails and pump track, soccer fields and coming summer 2020 Crossroads Ballfields Complex. In Paonia, the District manages the Apple Valley Tennis/Pickleball courts and the Paonia Skate Park.
- The Town and District are parties to two agreements, one concerning the Paonia Skate Park, dated April 14, 2022, and the other concerning the Apple Valley Tennis/Pickleball courts, dated December 17, 2012.
- Skate Park IGA:
 - The Town has leased the “old concrete tennis court courts” located in Paonia Town Park at 4th and Oak Streets, for the operation of the Paonia Skate Park, for a period of 5 years.
 - The IGA contains some protections for the Town:
 - Requires the District to maintain, repair, and replace structures, ramps, and fixtures within the lease area in a good and safe condition
 - Requires the District to close the skate park if a hazardous condition arises

- Gives the Town a right to terminate if the leased area is not properly maintained/operated
 - No unilateral right of the District to renew the lease
- However, the IGA has “gaps” that leave the Town exposed:
 - While the IGA requires the District to carry general liability insurance (with minimum limits of \$1MM/\$2MM), it does not require the District to add the Town as an additional insured under the policy
 - The District is not obligated to indemnify the Town against claims/damages for injuries, leaving the Town exposed to third party lawsuits occasioned by the District’s negligence, dangerous conditions of the property, or breaches of their obligations under the IGA
- Apple Valley Tennis Courts IGA:
 - The Town has leased the tennis courts located in the Apple Valley Park to the District for a period of 25 years.
 - The IGA contains some protections for the Town:
 - Requires the District to maintain and repair the courts, nets, and fence around the courts
 - Requires the District to close the courts if a hazardous condition arises
 - Requires the District to indemnify and defend the Town as a result of the District’s use of the leased premises
 - Gives the Town a right to terminate if the leased area is not properly maintained/operated
 - However, the IGA has “gaps” that leave the Town exposed:
 - No District insurance requirements and no Town coverage as additional insured
 - Weak indemnification obligation (premises liability)
 - IGA allows the District the option to renew the IGA at the end of the lease period on the same terms and conditions for another 25 years; because the contract says “on the same terms and conditions,” it could be argued that the District has the right to renew the lease for 25-year periods in perpetuity
- Additionally, neither IGA addresses competition between the Town and District in grant applications, or a process for cooperation in the application process.

North Fork Valley Creative Coalition

- According to their website, the North Fork Valley Creative Coalition (“Creative Coalition”) is a 501(c)(3) nonprofit organization whose mission is to foster the development of a vibrant community and diverse creative economy in the North Fork Valley of Western Colorado.
- With the Town’s support, the Creative Coalition achieved certification of the North Fork Valley as a Certified Creative District, which among other things, allows the District access to grant funding and materials designed to draw visitors into the community, with the goal of fostering economic, cultural, artistic, and entertainment vitality.
- In 2023, the Town Board passed Resolution No. 2013-04 in support of the North Fork Valley’s designation as a certified Creative District. It appears the Resolution is still in effect.
- By the Resolution, the Board resolved, among other things, to:
 - Appoint a representative to the North Fork Valley Creative Coalition Board of Directors and to represent the best interests of the citizens of Paonia on said Board.
 - Direct town staff to actively support and cooperate with the governing board of the North Fork Valley Creative Coalition to develop and maintain the creative district.

- Request all residents and business owners of the Town of Paonia to support, promote and help maintain activities and events in said district.
- The Board might consider requesting that the Creative Coalition enter into an MOU/Agreement¹ with the Town for the following reasons:
 - The Creative Coalition makes certain periodic requests of the Board, and there’s no defined process for making, granting, or denying such requests.
 - Additionally, the Board has resolved to direct the Town staff to assist Creative Coalition in developing and maintaining the Creative District, without specifying the level of assistance or time commitment.
 - Some Board members have expressed concern over the Coalition’s representation of Paonia, and an MOU/Agreement could help Paonia achieve greater representation and defined benefits in exchange for its funding commitment.

Funding Source and Fiscal Impact

- General Fund: Town Attorney fees in negotiating and drafting or reviewing agreements/amendments; could be offset by limiting Town’s exposure to liability, lessening competition for grant funding, and increasing Paonia’s promotion to visitors.

Attachments

- Skate Park IGA, dated April 14, 2022
- Apple Valley Tennis Courts IGA, dated December 17, 2022
- Resolution No. 2013-04, Town support of Creative District Designation

¹ Draft documents in the Town’s files suggest the Board contemplated entering into an MOU with the Creative Coalition in 2018, but it’s unclear whether an MOU was negotiated or executed.

RESOLUTION NO. 2013-04

A RESOLUTION IN SUPPORT OF THE NORTH FORK VALLEY CREATIVE COALITION AND DESIGNATION AS A CERTIFIED CREATIVE DISTRICT; AND AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Paonia, Colorado recognizes the significant contribution that the Creative Industries provide to the community in creating economic opportunity; and

WHEREAS, the North Fork Valley has a rich diversity of musicians, artists, artisans, actors, dancers, videographers, graphic designers, landscape designers, wineries, writers, craft brewers, agricultural and culinary artists, architects, leather workers, quilters, fashion designers, jewelers, weavers, and other creatives; and

WHEREAS, the Town of Paonia, Colorado recognizes that these creatives and the special events and festivals, productions, art galleries, performances, concerts and arts and cultural celebrations they produce, are an integral part of the fabric of our community and an important part of our economic base; and

WHEREAS, these activities provide local residents and visitors with enhanced quality of life; and

WHEREAS, the Town of Paonia, Colorado recognizes the potential benefits that designation of the North Fork Valley as a Certified Creative District could provide to the local citizens as well as visitors to the area; and

WHEREAS, the Town of Paonia, Colorado wishes to appoint a representative to the Board of Directors of the North Fork Valley Creative Coalition; and

WHEREAS, the Town Council of the Town of Paonia, Colorado believes it is in the best interest of the Town to appoint a representative to the Board of Directors of the North Fork Valley Creative Coalition;

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

Article 1. Appoint a representative to the North Fork Valley Creative Coalition Board of Directors and to represent the best interests of the citizens of Paonia on said Board.

Article 2. Endorse the goal of economic development of said creative district.

Article 3. Endorse the goal of tourism development of said creative district within the context of contributing to the overall visitor development goal of the Town of Paonia.

Article 4. Authorizes the appropriate officials to draft and send a letter of support for the efforts of the North Fork Valley Creative Coalition to seek designation as a Certified Creative District in the State of Colorado.

Article 5. Directs town staff to assist in collection of pertinent data to support the North Fork Valley Creative Coalition meet the criteria for designation as a Certified Creative District in the State of Colorado.

Article 6. Directs town staff to actively support and cooperate with the governing board of the North Fork Valley Creative Coalition to develop and maintain said creative district.

Article 7. Requests all residents and business owners of the Town of Paonia to support, promote and help maintain activities and events in said district.

Adopted this 26th day of February, 2013 by the Board of Trustees, Town of Paonia, Colorado.

Voting Members Aye:

Brian Ayers
Trustee Brian Ayers

Absent
Trustee Corinne Ferguson

Eric Goold
Trustee Eric Goold

Amber Kleinman
Trustee Amber Kleinman

Absent
Trustee Ross King

Larry Wissbeck
Trustee Larry Wissbeck

Attest:

Barbara J. Peterson
Barbara J. Peterson, Town Clerk



Neal Schwieterman
Mayor, Neal Schwieterman

Intergovernmental Agreement

Skate Park located in Paonia Town Park

This Lease Agreement, made this 14th day of April, 2022, between the Town of Paonia, Colorado, a municipal corporation, whose address is P.O. Box 460, Paonia, Colorado 81428, herein referred to as "the Town". And the North Fork Pool, Park and Recreation District, a special district, whose address is P.O. Box 2093, Hotchkiss, Colorado 81419, herein referred to as "the District", is to set forth the terms and conditions under which the Town shall lease to the District the area of the old concrete tennis courts located in the Paonia Town Park, now called the Paonia Skate Park, located at 4th and Oak Streets, Paonia, Colorado.

The Town hereby leases the (old concrete tennis courts) skate park and fence surrounding said skate park, to the District, until this skate park is replaced by a new skate park to be built within the Town Park boundaries, or for a term of five (5) years from the date hereof, whichever comes first, under the following terms and conditions:

1. The sign at the entrance of the Paonia Skate Park, previously provided by the District, will be replaced if needed.
2. The District shall continue to provide general liability insurance for the premises and the use of the Skate Park allowed thereon, in the amount of at least \$1,000,000.00 per person and \$2,000,000.00 per occurrence.
3. The District shall maintain, repair, and/or replace structures, ramps, and fixtures within the leased area to a good and safe condition. The Town will repair any damaged fencing surrounding the courts, and repair any concrete damage within the Skate Park.
4. In the event that any of the structures in the leased area are damaged or any other hazard or unsafe condition is discovered by any party, the facility shall be closed and locked until the damage can be repaired or the hazard removed.
5. Should the Town determine that the leased area is not being maintained and operated in compliance with this agreement, this lease can be terminated if the District fails to comply following thirty (30) days written notice being delivered to the District; however, should the Town discover any unsafe condition within the leased area, the Town may, without prior notification to the District, lock the leased area and notify the District of such action until such unsafe condition can be repaired.
6. This lease is also subject to the Town having priority to use the entire park for various functions.
7. This lease is only in force until the Skate Park is replaced by a new skate park.
8. Should either party to this agreement be forced to take steps to enforce the terms of this agreement, the non-defaulting party shall be reimbursed for all costs incurred in enforcing the terms of this agreement, including reasonable attorney fees.

Town of Paonia, Colorado

BY:  _____

Print Name: Corinne Ferguson

Title: Town Administrator/Clerk

North Fork Pool, Park and Recreation District

BY:  _____

Print Name: Kathryn Oxford

Title: Board President

INTERGOVERNMENTAL AGREEMENT

APPLE VALLEY PARK TENNIS COURTS LEASE AGREEMENT

This Lease Agreement, made this 17th day of December, 2012, between the Town of Paonia, Colorado, a municipal corporation, herein referred to as "the Town", and the North Fork Pool, Park and Recreation District, herein referred to as "the District" is to set forth the terms and conditions under which the Town shall lease to the District the tennis courts located in the Apple Valley Park in the town of Paonia.

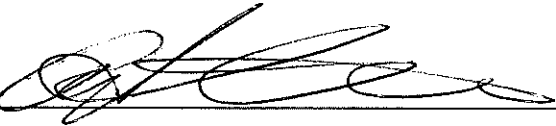
The Town hereby agrees to lease, for a period of 25 year(s), the tennis courts located in Apple Valley Park commencing January 1, 2013, to the District under the following terms and conditions:

1. The leased area shall include the tennis court area that is located within the fence at the Apple Valley Park in the town of Paonia.
2. A sign will be placed at the entrance to the leased area stating the Apple Valley Tennis Courts rules. An educational sign will be placed on the fence as well as a message center.
3. The District shall maintain and repair the tennis courts, including the court surface, nets, and fence around the tennis courts. In the event that any of the structures in the leased area are damaged or any other hazard or unsafe condition is discovered by any party, notice shall be posted until the damage can be repaired or the hazard removed. The Town agrees to maintain the lights.
4. The District hereby agrees to indemnify and defend the Town in any action that may be filed as a result of the use by the District of the leased premises.
5. Should the Town determine that the leased area is not being maintained and operated in compliance with this agreement, this lease can be terminated upon sixty (60) days written notice delivered to the District, provided the District fails to cure the noncompliance within the sixty (60) days following notice of default. If the District is in default, the Town will begin to maintain and repair the tennis courts.
6. This lease is subject to the pre-existing oral agreement between the Town and Delta County School District No. 50 which allows the School District the primary use of the tennis courts and other Town recreational and parks properties for school purposes.

may reserve the tennis courts only in accordance with procedures established by the District for that purpose. These procedures will comply with the term of the agreement described in paragraph 6 above, as those terms are understood by the parties.

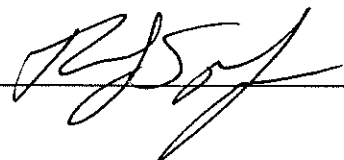
- 8. In consideration for the District's maintenance of the tennis courts and the continued use of the tennis courts by the citizens of Paonia and the School District, the Town shall pay the District the sum of \$2,000.00 per year due and payable on the 1st day of March each year.
- 9. The District shall have the option to renew this lease at the end of the lease period on the same terms and conditions. The District shall give the Town notice of its intent to renew the lease at least sixty (60) days prior to the expiration of the lease.
- 10. Should either party to this agreement be forced to take steps to enforce the terms of this agreement, the non-defaulting party shall be reimbursed for all costs incurred in enforcing the terms of this agreement, including reasonable attorney fees.

Town of Paonia, Colorado

By:  _____

Title: Neal Schwieterman, Mayor

North Fork Pool, Park and Recreation District

By:  _____

Title: Randy Spadafora, Board President

Town of Paonia

126



IGA Delta County



Town Board Staff Report

Subject: Approval of Growth Management Agreement (IGA) with Delta County

Author: Mayor Bachran

Representing: Planning Commission

Date: April 5, 2023

Specific request: Board review the new IGA with Delta County and act on it.

Summary Recommendation

The Planning Commission asks the Board to change the proposed Growth Management Agreement with Delta County Section G. 3. to ban all Confined Animal Feeding Operations (CAFOs), to make Sections C. 3a &c, E.3, F.2, H.2a and H.4 clearer on notification requirements. Previous recommendations were to include all properties in the Growth Management Area that are served with Town water.

Executive Summary

The current IGA on growth management with Delta County was signed in January, 2011 and automatically renewed in 2021. The County is now asking for an updated agreement. A presentation was made to the Planning Commission on December 7th by the Delta Planner.

The Problem

This agreement is out of date and needs to be updated in light of the new land use codes put in place by Delta County.

Options/Alternatives for Town Board to Consider

- Accept the Planning Commissions recommendations to the IGA
- Ratify the new IGA as it is written
- Ask for a review by the Town Attorney

Funding Source and Fiscal Impact

None at this time

Attachments

IGA from 2011, Proposed IGA and Proposed Growth Management Map

**GROWTH MANAGEMENT AGREEMENT
BETWEEN THE COUNTY OF DELTA AND THE CITY/TOWN OF ___, COLORADO
COOPERATING WITH RESPECT TO LAND USE PLANNING AND RELATED
SERVICES FOR THE UNINCORPORATED AREA AROUND THE MUNICIPAL
BOUNDARY**

THIS AGREEMENT is entered into between the City/Town of ___ (“CITY/TOWN”) and the County of Delta (“COUNTY”), collectively “PARTIES”, effective ____, 2022.

WHEREAS, the CITY/TOWN previously entered into a Growth Management Agreement effective ____,; and

WHEREAS, COUNTY has adopted land use regulations that apply to properties located outside of the municipal boundaries (unincorporated areas); and

WHEREAS, CITY/TOWN has adopted land use regulations that apply to properties located within their municipal boundary; and

WHEREAS, PARTIES agree that joint planning areas should be established to encourage development in and near municipalities where adequate infrastructure is available and services can be efficiently provided; and

WHEREAS, PARTIES encourage future development that optimizes access to existing infrastructure and public services where there is capacity that does not strain the providers; and

WHEREAS, PARTIES wish to cooperate to provide for the efficient management and administration of development in the areas around the CITY/TOWN by defining a Growth Management Area based on present and future availability of municipal services; and

WHEREAS, PARTIES desire to identify locations and create standards for future development where adequate water, public infrastructure and services are in place or can be feasibly expanded; and

WHEREAS, PARTIES intend to coordinate planning efforts, especially in designated growth areas, in order to create greater consistency and mutual support among jurisdictions specifically to ensure coordination and communication occurs related to economic development, transportation, land use, residential, commercial and industrial development; and

WHEREAS, pursuant to Section 29-20-105, C.R.S., as amended, PARTIES have negotiated an agreement with the intention of cooperating with respect to land use planning and related services in the area around the CITY/TOWN, and to ensure that basic infrastructure standards for easements, roads, and utilities in this area are consistent with CITY/TOWN standards.

NOW THEREFORE, AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, PARTIES agree as follows:

A. Generally:

1. This Agreement shall supersede the Growth Management Agreement with respect to land use planning entered into by the PARTIES effective ____.
2. This Agreement shall commence upon the execution by both governing bodies signatory hereto, and shall automatically renew at the end of one year and each year thereafter unless terminated by either party upon sixty (60) days written notice to the other party or by the execution of a new Agreement.
3. PARTIES agree to keep each other informed of their planning efforts, to adopt such resolutions or ordinances as will affect this agreement, and will enter into additional Intergovernmental Agreements to accomplish the purposes thereof (e.g., road maintenance).
4. PARTIES agree to meet at least annually discuss the effectiveness of this agreement and their joint planning efforts. The course of review shall inquire into the extent of compliance with this Agreement and the consistency with the applicable Master/Comprehensive Plans adopted by PARTIES, and will determine whether any modifications to this Agreement need to be accomplished.

B. Definitions: For purposes of this Agreement:

1. Growth Management Area (GMA) means an area within the Urban Growth Boundary where the municipality can and will consider extending services in preparation for possible annexation within the next ten (10) years.
2. Intergovernmental Agreement (IGA) means a Growth Management Agreement with respect to land use planning and related services for the unincorporated area around the municipal boundary.
3. Urban Growth Boundary (UGB) means properties located within a 3-mile distance measured from a municipality's border, setting geographical limits for sprawling development and preserving rural land uses.

C. Growth Management Area and Urban Growth Boundary:

1. PARTIES agree to plan for future growth within the GMA such that projects conform with municipal standards as much as possible upon annexation.
2. UGB and GMA boundaries shall be mapped using GIS such that the data can be used in conjunction with other parcel-based maps (e.g., zoning maps) to help identify parcels subject to this IGA. Said map is attached hereto and incorporated herein by reference as **Exhibit A**.
3. CITY/TOWN agrees to consult COUNTY in establishing, and amending, a GMA/UGB map.
 - a. PARTIES agree to coordinate and identify edges for CITY/TOWN growth with an emphasis on protecting prime agricultural lands within the GMA.
 - b. COUNTY shall not approve urban density within the GMA without consent of the CITY/TOWN.

- c. COUNTY shall zone properties consistent with protecting agricultural lands and respecting urban edges.
 - d. COUNTY Land Use Code includes an Urban Growth Area (UGA) Overlay to reflect where CITY/TOWN services are, or can be, available and where PARTIES agree urban development (higher density, commercial/industrial center) could be appropriate.
4. A GMA/UGB map can be amended without amendment to this IGA upon mutual consent of the Board of County Commissioners and the CITY/TOWN Council/Board.
 5. COUNTY agrees to require a pre-annexation agreement for projects within the GMA as transition to possible future annexation, including but not limited to; connection to CITY/TOWN services and infrastructure, application of building codes, zoning, and road maintenance.

D. Annexation:

1. CITY/TOWN shall keep COUNTY informed of its annexation requests and plans.
2. CITY/TOWN agrees to annex parcels or blocks of parcels that are contiguous with the existing CITY/TOWN boundary where the property is served by public water and sewer. Parcels owned by the CITY/TOWN for municipal services do not need to be contiguous.
3. CITY/TOWN shall annex enclaves and partly surrounded lands in accordance with C.R.S. Section 31-12-106 prior to other annexations.
4. If a project is located within an enclave, CITY/TOWN shall provide services (water, sewer, power) and annex the subject property.
5. Annexation shall be designed to avoid split-jurisdiction of road rights-of-way. When a CITY/TOWN plans to annex property, CITY/TOWN shall refer the proposal to COUNTY for a minimum 14-day review and comment period relative to the adjacent road right-of-way. Prior to annexation, CITY/TOWN shall either agree to annex the full width of all adjacent road right-of-way, including any portions of roadway connecting to the property being annexed that were not previously annexed, or enter into a mutually agreed Road Maintenance Agreement with COUNTY.

E. Zoning:

1. COUNTY shall coordinate with CITY/TOWN on zoning/rezoning of property located within the GMA.
2. CITY/TOWN shall coordinate with COUNTY on zoning of property as part of a pre-annexation agreement.
3. A property owner applying for a Rezoning within the GMA will be required to consult with the CITY/TOWN as to the ability to annex.

F. Subdivision:

1. All subdivision (minor plat, preliminary plat, replat) requests to COUNTY within the CITY/TOWN's GMA shall be referred to the municipality to process the request (see Section 8 below).

2. If the CITY/TOWN declines to process the request, COUNTY will process the request, subject to the following:
 - a. The request complies with COUNTY zoning. COUNTY will, at a minimum, apply a one (1) acre minimum density standard for any subdivision within the GMA, unless otherwise approved by the CITY/TOWN.
 - b. Adequate fire protection, water supply, and sewer services are available.
3. Where COUNTY moves forward with review and approval of a subdivision within the CITY/TOWN's GMA, PARTIES agree that infrastructure (curb, gutter, sidewalk, stormwater, etc.) should be extended within reason and without leaving gaps. Generally:
 - a. If CITY/TOWN infrastructure DOES exist adjacent to the project boundary, COUNTY will require constructing (extending) infrastructure that meets applicable CITY/TOWN standards.
 - b. If CITY/TOWN infrastructure DOES NOT exist adjacent to the project boundary, COUNTY will require dedication of right-of-way sufficient to accommodate all CITY/TOWN standards, for future construction.
4. For Subdivision applications within the GMA that cannot meet annexation requirements, a pre-annexation agreement between the CITY/TOWN and property owners shall be executed that outlines how and when municipal services/infrastructure will be made available as well as terms for annexation when statutory requirements are met PRIOR to COUNTY approval of the application.

G. Land Use:

1. A property owner applying for a Limited Use or Conditional Use within the GMA will be required to consult with the CITY/TOWN as to the ability to annex (see Section 8 below).
2. For all Limited Use and Conditional Use applications where annexation is not feasible or water/sewer are not necessary:
 - a. A referral shall be sent to the CITY/TOWN per the Referral Process.
 - b. CITY/TOWN comments regarding building heights, setbacks, traffic, or other impacts to the CITY/TOWN shall be addressed prior to approval.
 - c. CITY/TOWN comments shall be consistent with CITY/TOWN requirements for similar type uses.
3. COUNTY shall not permit any new Medium or Large Animal Feeding Operations within one-half (1/2) mile of the CITY/TOWN boundary regardless of the underlying zoning.

H. Referral Process:

1. COUNTY shall refer all discretionary permit applications (Minor Plat, Preliminary Plat, Limited Use, Conditional Use, Rezone) located within the UGB to the applicable CITY/TOWN. Where the 3-mile radius (UGB) overlaps more than one municipality, COUNTY shall include all applicable jurisdictions in the referral process.
2. COUNTY shall inform CITY/TOWN about a project application as part of the **pre-application** stage in the County's land use review process:

- a. PARTIES will determine who shall serve as the “Lead Agency” to process the application versus a “Review Agency” and if the project shall be subject to annexation or a pre-annexation agreement. CITY/TOWN shall assume Lead to process projects within enclaves.
 - b. COUNTY shall invite the applicable CITY/TOWN to attend the pre-application meeting which is to identify applicable review procedures (by COUNTY or CITY/TOWN) and potential issues before an application is filed.
 - c. Where COUNTY determines that a pre-application meeting is not required, COUNTY shall afford CITY/TOWN an opportunity to either request a pre-application meeting, or to simply provide comments as part of the initial review.
 - d. CITY/TOWN is encouraged to inform COUNTY of municipal requirements that will be requested so they can be included in the letter sent with application instructions.
3. If a project is located in the GMA and requires services (water, sewer, power) from the CITY/TOWN:
 - a. COUNTY shall refer applications to CITY/TOWN first to determine if the CITY/TOWN can and will serve the project. The **pre-application** referral shall serve as a right-of-first-refusal for the CITY/TOWN relative to providing services:
 - i. COUNTY shall not permit projects using cisterns or wells for domestic water within any mapped GMA, unless there is no other water service available and the applicable water purveyor agrees to an alternative system within their service area.
 - ii. Septic systems shall not be allowed for sewage treatment except for lots greater than one (1) acre, exclusive of easements. Connection to CITY/TOWN sewer is required if the property boundary is within 400 feet of an existing sewer main, as measured from the closest point and/or where the CITY/TOWN capital improvement plan includes sewer expansion.
 - iii. The purveyor may require an agreement by the property owner to require connection to their system and removal of the alternative system when service becomes available.
 - b. CITY/TOWN shall inform COUNTY in writing if the property requires annexation or a pre-annexation agreement. If annexation is required, COUNTY shall not issue/approve any permit until/unless a pre-annexation agreement has been fully executed.
4. Once an application is deemed complete, COUNTY shall route the application to CITY/TOWN for review and comment through the **Agency Referral** stage in the County’s land use review process. COUNTY shall address all comments submitted by the CITY/TOWN either by amending the application, or responding why no change was required. Failure of a CITY/TOWN to respond within the prescribed referral period is interpreted as consent to the contents of the application.

I. Impact Fees:

- 1. County projects pay County impact fees, and shall not be subject to CITY/TOWN impact fees.
- 2. CITY/TOWN projects pay applicable CITY/TOWN impact fees, and shall not be subject to COUNTY impact fees.

J. Other: In addition to the common points applicable to all PARTIES, the following points are applicable specific to an individual CITY/TOWN:

- 1. City of Delta
 - a. Highway 92 Overlay District; Building Permits
 - b. Highway 50 Overlay District; Design Guidelines
 - c. Airport service without annexation and no landscaping requirements
- 2. Town of Paonia
 - a. Highway 133 Corridor Plan; Planning Areas A & B

CITY/TOWN

By: _____
Mayor

Date: _____

Attest: _____
City/Town Clerk

DELTA COUNTY

By: _____
Chair, Board of County Commissioners

Date: _____

Attest: _____
County Clerk

DRAFT

**GROWTH MANAGEMENT AGREEMENT
FOR THE UNINCORPORATED AREA SURROUNDING
THE TOWN OF PAONIA, COLORADO, BETWEEN DELTA COUNTY
AND THE TOWN OF PAONIA, COLORADO**

THIS AGREEMENT is entered into between the Town of Paonia ("Town") and the County of Delta ("County"), effective January 24, 2011.

WHEREAS; the Delta County Master Plan provides that joint planning areas should be established to define the urban service boundaries around each municipality to encourage development in and near municipalities where adequate infrastructure is available and services can be efficiently provided; and

WHEREAS, the parties wish to cooperate to provide for the efficient management and administration of growth in the developing area around the Town of Paonia by defining a growth management area based on present and future availability of municipal services; and

WHEREAS; the previous Growth Management Agreement entered into by the County and the Town consisted of two tiers; and

WHEREAS, the parties have determined a growth management area around the Town consisting of that property which is generally served by Town utilities and may be subject to annexation by the Town in the next five to ten years. The Growth Management Area is shown on the map, attached hereto as Exhibit A. The Town of Paonia Highway 133 Corridor Master Plan and the Exhibit A map are both by reference incorporated herein; and

WHEREAS, the parties enter into this agreement pursuant to §29-20-105, C.R.S., as amended, with the intention of cooperating with respect to land use planning in the area around the Town, and to ensure that basic infrastructure standards for easements, roads, and utilities in this area are consistent with Town standards; and

WHEREAS, land use regulation within the Town of Paonia consist of Land Development Regulations which includes a zoning ordinance, Planned Unit Developments, and a sign code along with subdivision, mobile home park regulations, and building permits. Land use regulation within the unincorporated areas of the County includes subdivision, specific development, and mobile home park regulations. In addition to County regulations, the Highway 133 Corridor Master Plan also has development standards.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. The Town of Paonia Highway 133 Corridor Master Plan and the Growth management Area map shown on Exhibit A attached hereto are approved, accepted, adopted and agreed to by the Parties and are incorporated herein by this reference.

2. Growth Management Area. To encourage growth with urban standards and services within the area described as the Growth Management Area, the following agreements apply to all developments within this area:

(a) Upon receipt by the County of any application for development within the Growth Management Area or whenever a presentation for a development is made at a presubmittal meeting between a developer and Planning Staff of the County, the County shall refer the proposed development to the Town. The purpose of the presubmittal meeting and referral shall be to determine whether the development proposal shall follow

the Highway 133 Corridor Master Plan or the Specific Development Review process and whether it would be more appropriately reviewed and approved by the Town for annexation. If the Town becomes the entity to consider the application for approval, the County will become a "review agency." The Town shall have twenty (20) calendar days from its receipt of the application or referral from the County to determine whether it will consider the application or be a review agency, and will inform the County of its decision within ten (10) calendar days thereafter. If the County does not receive the Town's decision within thirty (30) calendar days, it may presume that the Town has chosen to not take the application and shall continue the application process through the County. The County shall not begin its scheduling of the application for public hearings until such time as the Town has determined the property will not be annexed and has returned the application to the County.

(b) If the County considers the development, the application shall nevertheless be submitted to the Town for its review as per statutory requirement, and the County will consider the provision of the Highway 133 Corridor Master Plan and the standards which are recommended by the Town, including but not limited to infrastructure requirements. The Board of County Commissioners may condition its approval of a development on a requirement that the owners declare the use of the land, which declaration shall be binding unless modified by the Board.

(c) Any development within the Growth Management Area will be required to provide fire protection, domestic water and sewage facilities. Cisterns and wells will not be authorized for domestic water, nor shall septic systems be allowed for sewage treatment except for lots greater than one acre exclusive of easements.

(d) Any development within the Highway 133 Corridor Master Plan area shall comply with provisions of the Highway 133 Corridor Master Plan and shall be submitted to the Town as a referral agency, however the County shall remain the review agency unless the Town chooses to annex the property. Comments submitted by the Town shall be taken into consideration by the County when reviewing an application for a new development.

3. Properties outside the Growth Management Area within 3 miles of the City limits.

(a) Any application for development within this area shall be referred to the Town in accordance with statutory requirements for its review. The recommendations of the Town shall be considered, but will not be binding upon the County.

(b) County standards shall apply to developments within this area, including road easements, road standards, access/utility codes, and the design standards set forth within the Subdivision, Specific Development, Roadway Design & Construction Standards, and Mobile Home regulations. The County will consider Town standards applicable to such major factors as storm drainage and road easements in light of the proximity of this area to the Town.

(c) With respect to services, the County will require developments to utilize Town or other domestic water; Town sewer shall be required if the dwelling or structure is within 400 feet of an existing main sewer line. Cisterns and wells will not be authorized for domestic water and depending on the location and size of the parcels, individual sewage disposal systems (septic systems) may be discouraged for sewage disposal.

4. Annexation.

(a) The Town shall keep the County informed of its annexation plans. The Town shall annex any enclaves created by annexation as allowed by State Statute. The Town shall annex the entire width of any public right-of-way within or adjacent to the property

considered for annexation. Where deemed necessary or appropriate by the Town, the Town will also seek to annex public rights-of-way adjacent to Town limits for purposes of achieving contiguity for future additions. As annexation activities progress, the Town shall strive to eliminate those situations in which less than the entire width of the right-of-way has been previously annexed.

(b) Upon annexation, property shall be subject to Town jurisdiction.

(c) The Town shall pursue and consider annexation of any property to which the Town sells, in the future; sewer and/or water tap privileges, at such time as water or sewer services are provided, if annexation statute requirements are met. If such annexation requirements are not met at the time services are provided, the Town shall pursue and consider the annexation of said property at the time State Statute requirements are met. The Town shall actively pursue fulfillment of State Statute requirements to allow annexation as soon as possible after Town services are provided, except as to properties located 660 feet or more, in a direct line, from existing and established Town boundaries. The Town shall have complete and full discretion in its consideration and decision regarding annexation of a property with regards to its rural/agricultural nature, its potential usage, non-conforming uses, incompatible uses, substandard infrastructure, potential conflicts with Town interests, zoning, comprehensive plan, land development regulations, the planning philosophy and long term development vision of the Town. This Agreement shall not restrict the Town's options and discretion in negotiating such conditions, requirements and/or limitation upon the property considered for annexation as the Town, in its sole discretion, determines applicable to the decision of the Town regarding annexation.

5. Implementation

In addition to this Intergovernmental Agreement, the Town and County each agree to keep the other informed of their planning efforts, to adopt such resolutions and/or ordinances as will effect this Agreement, and will enter into additional intergovernmental agreements to accomplish the purposes thereof, for example, with respect to law enforcement and road maintenance.

6. Annual Review.

As provided in the Highway 133 Corridor Master Plan, but at least annually, the governing bodies of the Town and the County shall meet to discuss the effectiveness of their joint planning efforts. The course of the review shall inquire into the extent of compliance with this agreement and the consistency with the Master/Comprehensive plans adopted by both bodies and will determine whether any modifications to this or any similar agreement need to be accomplished. According to the Highway 133 Corridor Master Plan the review should also include considerations of changes or amendments to the documents and a reaffirmation by the appointed and elected boards for the enforcement and implementation of the plan consistent with the community's vision and ensuring long-term sustainability.

7. Term/Termination

This agreement shall commence upon execution by both governing bodies signatory hereto and shall continue unless terminated by either party upon sixty days written notice to the other.

TOWN OF PAONIA

ATTEST:

Barbara Peterson
Town Clerk, Barbara Peterson



[Signature]
Neal Schwieterman

[Signature]
By: _____

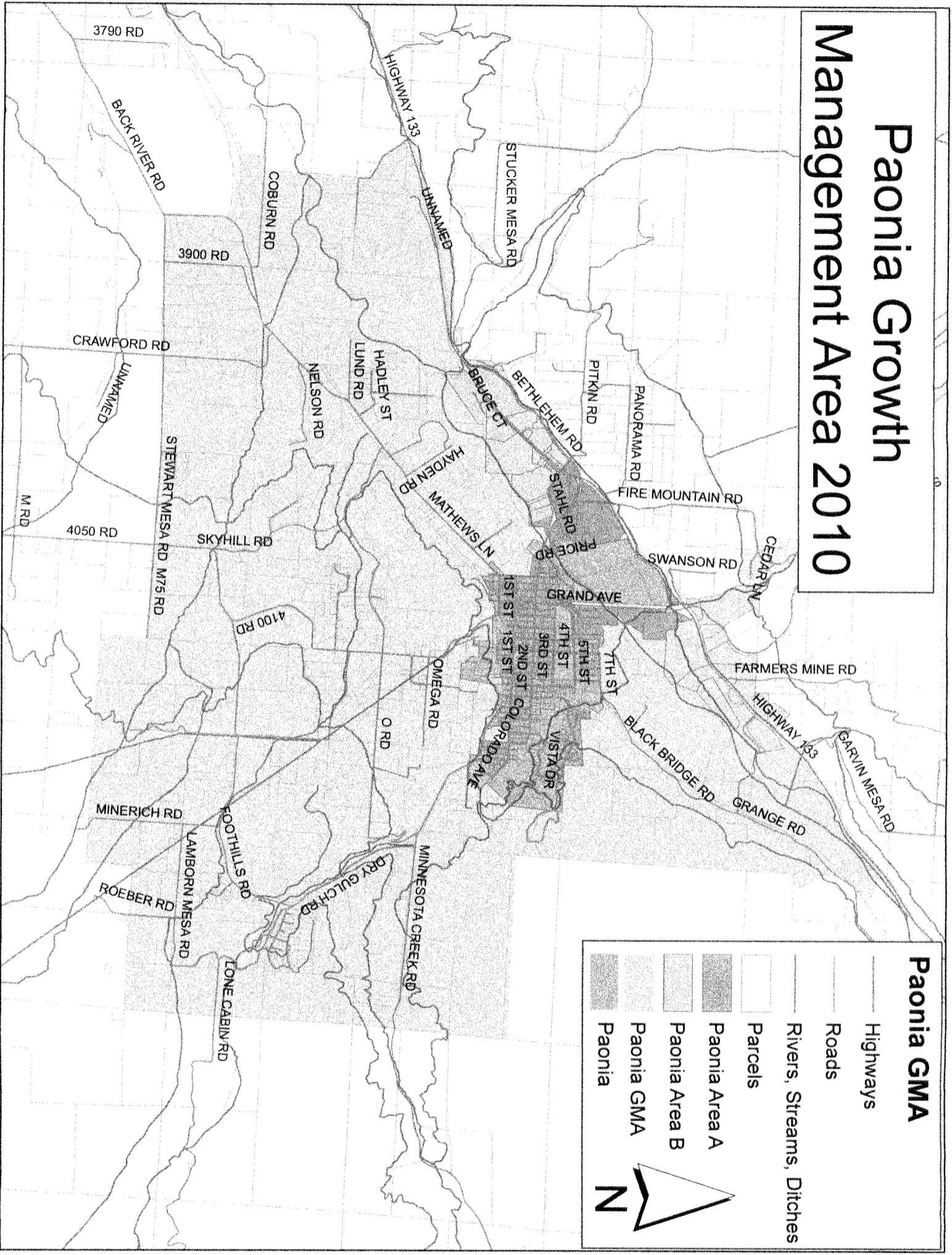
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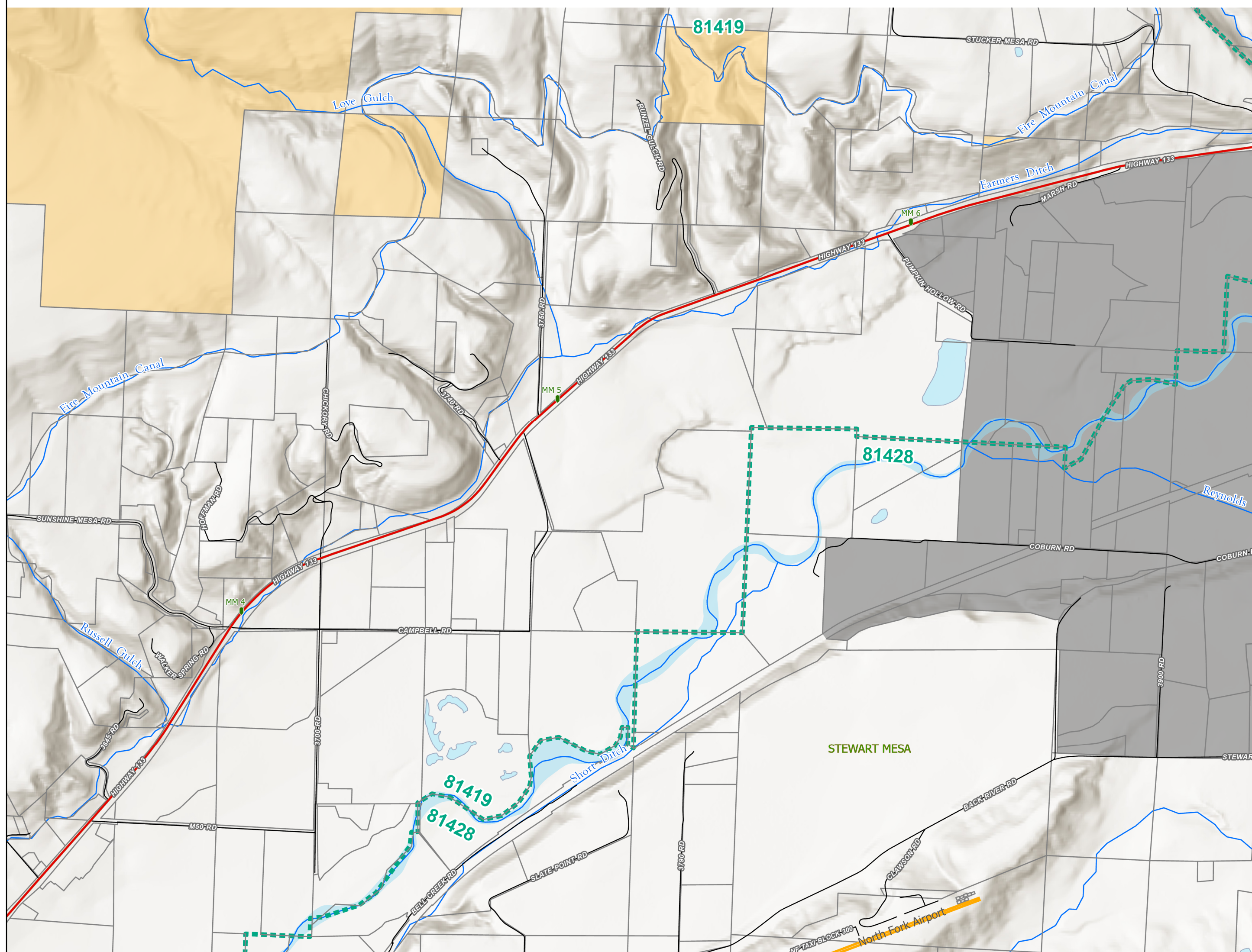
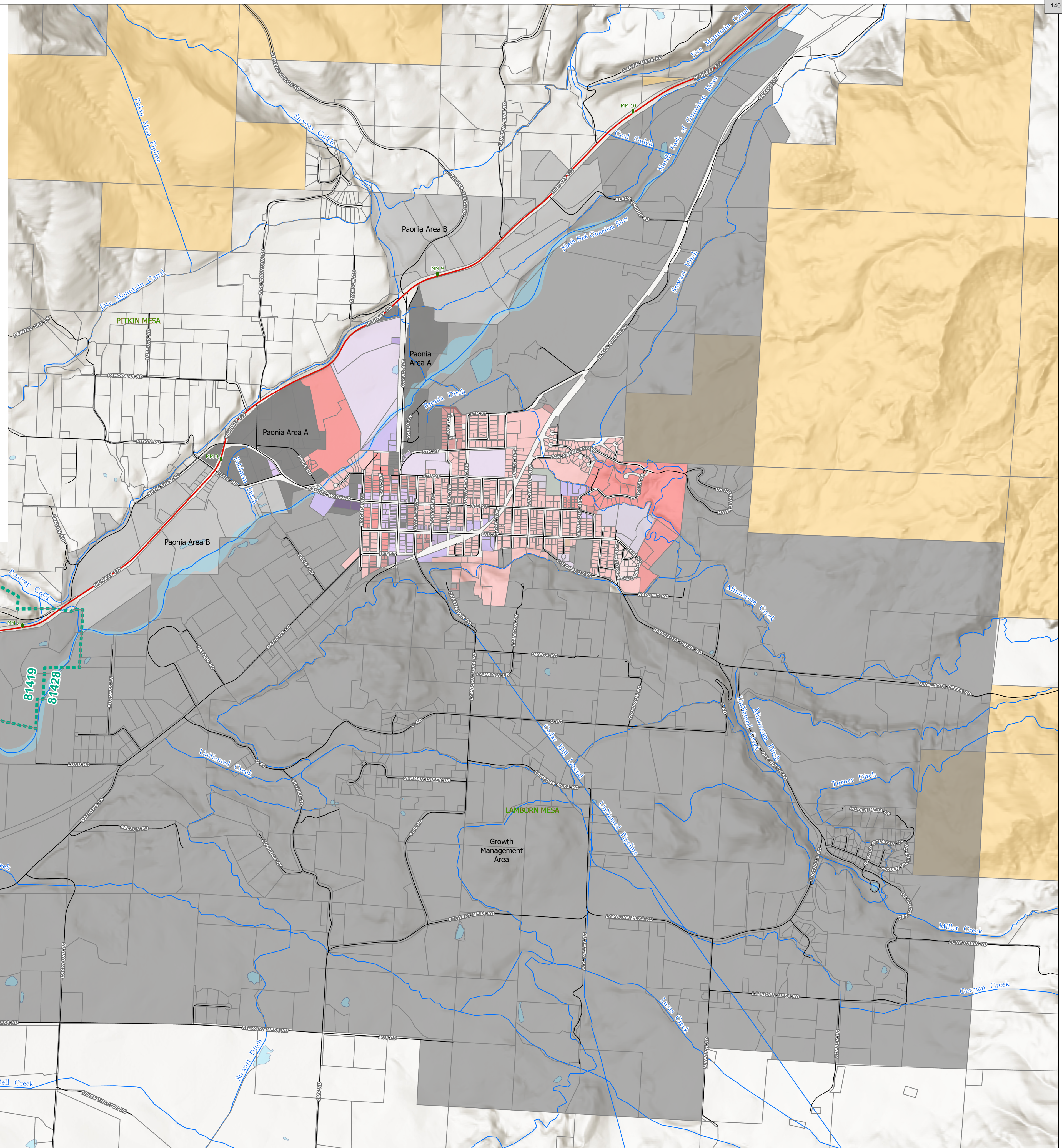
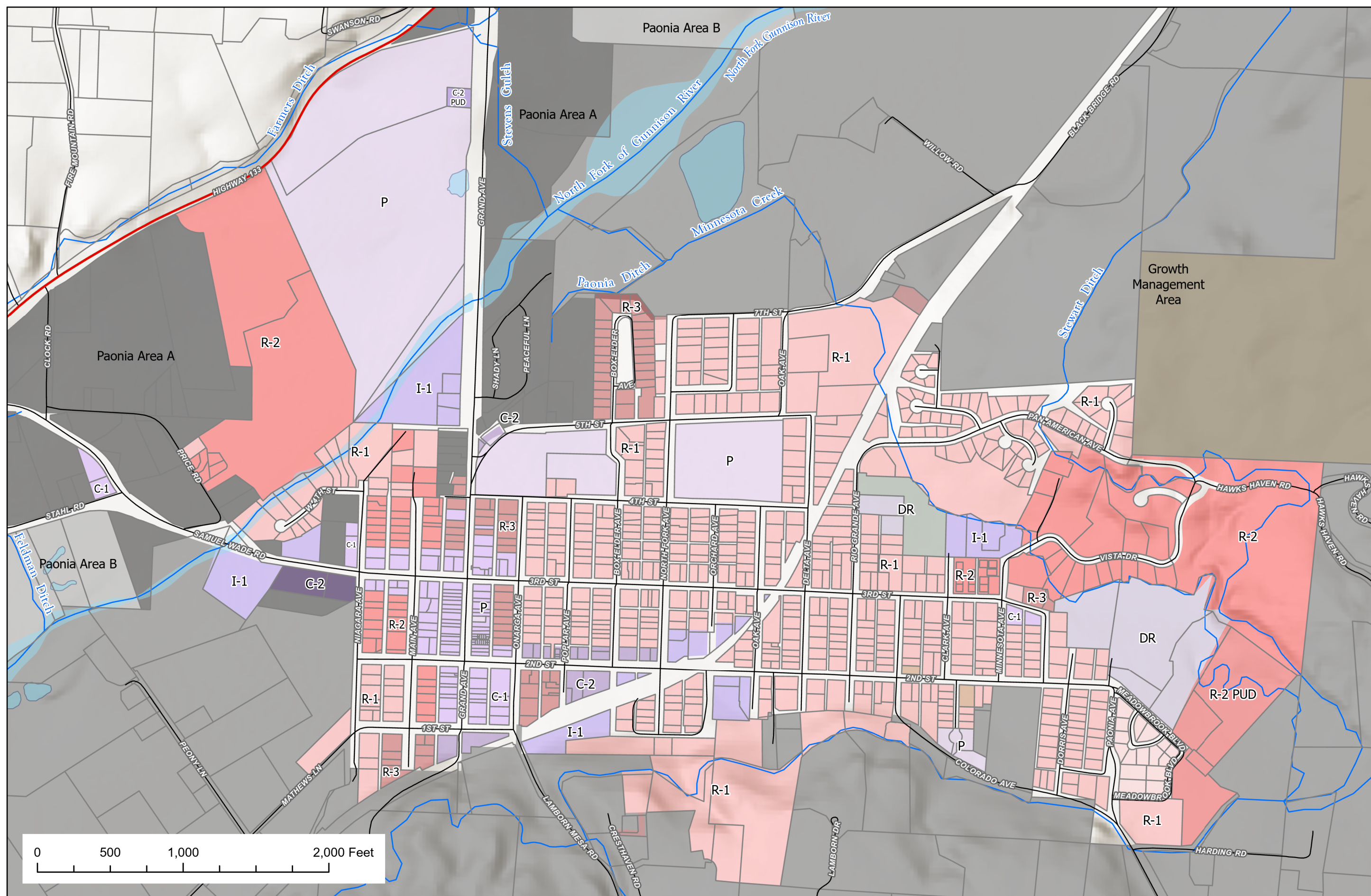
C. Bruce Hovde, Chair, Board of County Commissioners

[Signature]
County Clerk



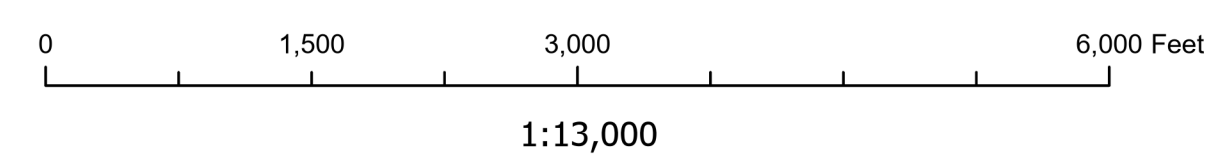
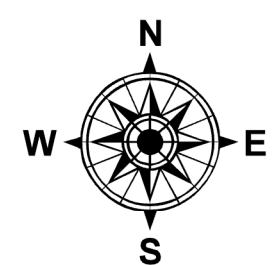
Paonia Growth Management Area 2010





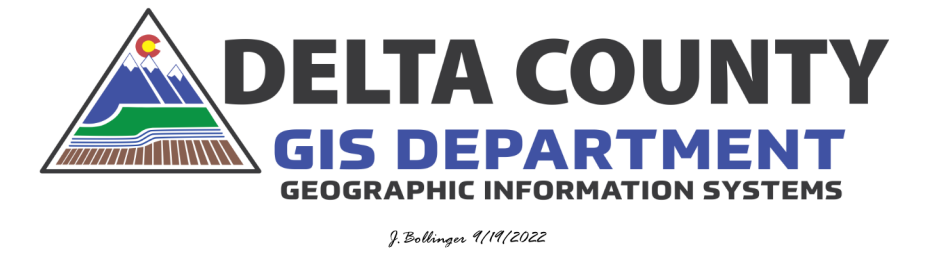
Town of Paonia Growth Management Area

GIS Disclaimer:
This GIS map data is not a legal document or a survey instrument; Delta County assumes no responsibility for any use of the map data or any loss from using the map data. The data is provided on an "as is" basis with no guarantee to be spatially accurate, complete or current. Due to the dynamic nature of data, some inconsistencies will exist.



1:13,000

- Highways
 - Road
 - Rivers Streams Ditches
 - Gunnison River
 - Lakes
 - Parcel Boundary
 - Zip Codes
- Government Land**
 - BLM
 - USFS
 - Town of Paonia GMA**
 - HWY 133 Plan A
 - Growth Management Area
 - HWY 133 Plan B
- Town Zoning**
 - C-1 Core Commercial
 - C-2 Commercial / Mixed Use
 - C-2 PUD
 - DR Developing Resource
 - I-1 Light Industrial
 - P
 - R-1 PUD Residential 1 PUD
 - R-1 Residential 1
 - R-2 Residential 2
 - R-2 PUD Residential 2 PUD
 - R-3 Residential 3



3/20/2024 4/11/2022

Town of Paonia

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Recommendations from Planning Commission for
Zoning/Building proposed changes



Town Board Staff Report

Subject: Review of Ordinance 2017-11 – Amending Town Code
Relocation of certain section of Zoning Chapter 16 Regulations to Building Chapter 18

Author: Mayor Bachran

Representing: Planning Commission

Date: April 5, 2023

Specific request: That certain sections of Chapter 18 be moved back to Chapter 16 after review by the Planning Commission on October 5, 2022

Summary Recommendation

After review by the Planning Commission, the following recommendations were made:

Chapter 18, Article 6 – signs. Sections 18-6-10 through 18-6-50 should be moved to the Zoning Code. Sections 18-6-60 through 18-6-100 should remain in the Building Code.

Chapter 18, Article 7 - Flood Damage Prevention, Divisions 1, 3 and 4 should be moved to the Zoning Code. The Commission could not make a determination on Division 2.

Chapter 18 Article 8 – Supplementary Regulations should be moved back to the Zoning Code.

Chapter 18, Article 9 – Accessory Building Structures and Uses, should be rewritten such that the permitted use be placed in Chapter 16 Zoning, and the construction of the physical structure be kept in Chapter 18, Building.

Chapter 18, Article 10 – Building Permits and Site Review Requirements should remain in Chapter 18.

Executive Summary

In 2017, the Board of Trustees moved sections of the Zoning Code to the Building Code section of the Town code. This action was referred to the Planning Commission for review.

The Intent

Examine the results of the previous Board’s actions and determine if changes are needed

Options/Alternatives for Town Board to Consider

- Accept the Planning Commissions recommendations
- Leave things as they are
- Return the code to what it was prior to Ordinance 2017-11

Funding Source and Fiscal Impact

None at this time

Attachments

Minutes from Planning Commission meeting on October 5, 2023

Minutes
Planning Commission Meeting
Town of Paonia, Colorado
October 05, 2022

RECORD OF PROCEEDINGS

Roll Call

Mary Bachran

Steve Clisset

Lyn Howe

Dave Knutson

Absent: Monica Foguth

Approval of Agenda

Mary Bachran makes a motion, Seconded by Lyn Howe to approve the agenda

Motion passes unanimously

Unfinished Business

1. Follow-Up Regarding Master Plan Update Request for Proposals

Changes: Lyn Howe brings up rewording the RFP using ‘revise’ or ‘revisions’ instead of ‘review’ under 2.1: ‘two to three draft plans will be reviewed...’ thinks it isn’t clear about what it is they are wanting.

Dave Knutson states this wasn’t quite what he was wanting, since he wanted to recruit a local as opposed to a large firm for this project. Would like to rewrite this to be more slated to this end if Planning Commission agrees. Discussion ensues about the pro’s and con’s and winnowing process.

Steve Clisset makes a motion, seconded by Lyn Howe, that the planning commission have a meeting Thursday November 17th 3-5pm, to assess the proposals that have been opened.

Motion Passes unanimously

2. Review of Ordinance 2017-11 – Amending Town Code

Relocation of Certain Sections of Zoning Chapter 16 Regulations to Building Chapter 18

Chapter 18-Article 6- Signs, 18-7-50 should be moved back to Chapter 16- Zoning.

18-7-16 through 1-7-100 should remain in Chapter 18-Building

Chapter 18 Article 7- Flood Damage Protection, Division 1- General Provisions; Division 3- Provisions for Flood Hazard Reduction and Division 4 -Penalties, should be returned to Chapter 16, Zoning.

Division 2 – Administration, the members could not make a determination on

Chapter 18- Article 8 – Supplementary Regulations should be returned to Chapter 16, Zoning

Chapter 18 – Article 9- Accessory Building Structures and Uses, should be rewritten such that the permitted use be placed in Chapter 16, Zoning and the construction of the physical structure be kept in Chapter 18, Building.

Chapter 18 – Article 10 Building permit and Site Review/ Plan Review Requirements should remain in Chapter 18.

New Business

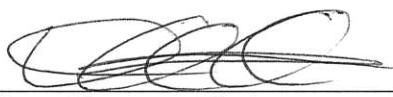
Adjournment

Steve Clissett makes a motion, seconded by Lyn Howe to adjourn

Motion Passes Unanimously



Samira M Vetter, Secretary



Dave Knutson, Chair

Town of Paonia

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SB 23-213 Discussion

To: Honorable Mayor Mary Bachran and Board of Trustees

From: Leslie Klusmire, Interim Town Administrator

RE:

Date: April 11, 2023

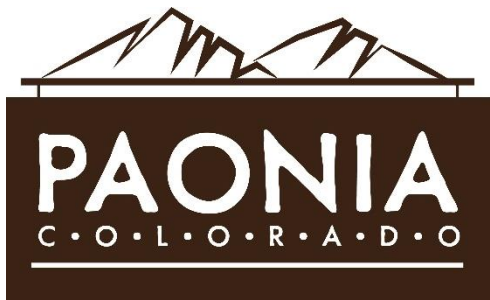
Recommendation

The Colorado Municipal League has called for a governmental all-hands-on-deck to oppose this legislation. The main issue that CML is concerned about is the erosion of local control. This legislation imposes statewide zoning mandates on local governments. The bill is also vague and difficult to interpret. It forces DOLA to develop a model zoning code to apply to local governments. It does not contain any real measures to help communities provide affordable housing and appears just to be an attempt to weaken local zoning authority.

The Town Attorney and I attended a CML call to explain the CML’s issues with the bill and answer questions. Nick reviewed the bill and has determined that in Paonia’s case, it would mandate ADUs be allowed in all zoning districts. For other jurisdictions, this bill goes much farther to mandate zoning code changes.

While allowing ADUs in residential zoning districts may be where Paonia is heading, the problem with this bill is the state mandate part. CML and local governments want to preserve their local rights to determine their own future.

CML believes that each local government needs to register opposition with their state legislators. To read the bill in its entirety, please go to this link: https://www.cml.org/docs/default-source/advocacy-documents/language-of-sb23-213.pdf?Status=Temp&sfvrsn=c5fede6_2



April 12, 2023

Re: Opposition to 5823-213, regarding 'affordable housing'

To Whom It May Concern,

As duly elected representatives of the citizens of the Town of Paonia, Colorado, we want to fervently declare our opposition to Senate Bill 23-213, regarding land use authority.

SB 23-213 has been characterized as an attempt to provide affordable housing. In fact, it is a sweeping attack on local decision-making authority when it comes to matters that should be of local concern - land use authority. This is both an attack on local authority and an unfunded mandate, as it requires the Town to expend what we believe will be an inordinate amount of funds for studies that will not actually solve the problem that the bill purports to address.

Our community will be directly impacted by the components of this staggering legislation by:

- Eliminating our ability to zone multi-family housing to locations where the infrastructure is in place to provide the necessary services.
- Removing our discretion to place certain criteria on multi-family housing, such as parking requirements, along with other infrastructure improvements necessary for the high-density development envisioned by the bill.
- Allowing the character of neighborhoods to be destroyed by forcing incompatible land-uses directly adjacent to single-family homes.
- Mandating expensive studies relative to housing and water resources, much of which is already duplicated in existing local planning documents.
- Shifting the burden and responsibility of what have traditionally been local decisions up to a State agency, thus removing local accountability to voters.

The entire bill assumes that towns and cities and their own residents do not know what's best for the quality of life in our communities. It removes decision-making from the people who are actually impacted by those decisions and shifts it to an entity that has no vested interest in the Town of Paonia, our families, or our character. For those reasons, we strongly ask our legislators to reject this power grab that shifts the authority for local control to the state government.

Sincerely,

Mary Bachran, Mayor
And the Town of Paonia Board of Trustees

RESOLUTION NUMBER _____

**RESOLUTION OF THE TOWN OF PAONIA OPPOSITION
TO STATEWIDE LAND USE AND ZONING PREEMPTIONS IN SENATE BILL 23-213**

WHEREAS, for a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and to the people that occupy it;

WHEREAS, zoning and land use cannot be viewed separately from the impacts of proposed uses of land on surrounding properties and a community as a whole, including the ability to ensure adequate water and utilities; to provide enough public safety services, schools, and recreational services; to make sure that sufficient and safe infrastructure is available to handle increased population or more intense uses; to align development with the community’s economic goals; to prevent displacement of existing people; to preserve important historical sites; and to protect open space and the environment in general;

WHEREAS, Senate Bill 23-213 would place statewide mandates on hyper-local land use matters and substitute the judgment of legislators and state regulators who lack the understanding needed to make the right decisions for our community;

WHEREAS, Senate Bill 23-213 will undermine long-range planning efforts and will severely limit our ability to maintain reasonable zoning regulations to ensure a high quality of life and sound economic environment for our current and future residents, workers, and business owners;

WHEREAS, Senate Bill 23-213 silences the voices of our residents by taking away the right to be heard at public hearings on zoning matters or to use their constitutional rights of initiative or referendum to address zoning and land use matters;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Paonia that:

1. It is the position of the Town of Paonia that municipalities are best suited to determine appropriate zoning laws for their communities and that collaboration and cooperation – not top-down statewide mandates and giveaways to special interests – are the solution to Colorado’s affordable housing problem;
2. The Town of Paonia opposes Senate Bill 23-213 and strongly urges its legislators to vote NO on this unprecedented and irresponsible preemption.

Resolved this 11th of April, 2023.

Mayor Mary Bachran

Attest:

Samira Vetter, Municipal Clerk

Town of Paonia

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Mayor & Trustee Reports

Mayor's Report
4-11-23

Grants Submitted

- Water Supply Reserve Fund Grant
 - \$247,973
 - Paonia match
 - \$45,000 for meters
 - \$5,000 in-kind for labor
 - For hydrogeological study of springs
- DOLA Energy Impact Assistance Fund Grant Tier I
 - \$275,512
 - Paonia match - \$137,756
 - For Dorris sewer line replacement
- DOLA Planning Grant
 - \$25,000
 - Matching grant for the hydrogeological study of the springs

Contract Meeting with Urban/Rural Continuum with Dave Knutsen

- Met with Shay and Andrew Coburn
- Answered questions about scheduling
 - Bring to the Board extending schedule since the housing grant the original schedule was built upon is no longer in existence.
 - Discussed coordinated schedules with Phoenix Rising on community engagement events for Master Planning and Housing
 - Discussed possibility of adding two extra components to contract
 - Code updates for ADUs and short term rentals
 - Site plan for what an affordable housing project could look like with funding strategies
 - Will bring to the Board with contract at 4-25 meeting
 - Set out plan for coordinating and informing the Board of progress
 - Interest of any other Board members in being involved in coordination team

SCOPE OF WORK

All comments in red boxes are from 4/6/23 negotiation meeting with Mayor Bachran, Trustee Dave Knutson, and URC

COMMUNITY ENGAGEMENT

Community engagement is vital to the success of this project. We will gather a lot of data, but listening to and learning from the lived experience of Paonia’s residents and employers is crucial to completing the HNA. It is also how we will educate and involve the community in action planning - identifying ways that the Town of Paonia and other stakeholders can begin to reduce barriers to housing production, capitalize on opportunities, and generally invest in the hard, collaborative work involved in creating community housing that benefits the community, economy, and residents.

Consultant Roles

Shay Coburn will lead all community engagement efforts with ample assistance from Andrew Coburn, especially for the employer questionnaire and Realtor/Property Manager Focus Groups. Shay and Andrew plan to be available in person for all engagement activities. Ayres will assist in preparing materials like fliers, posters, and meeting summaries in addition to attending Town Board meetings virtually if needed.

The community engagement strategy below is for Phase 1: Housing Needs Assessment and Phase 2: Housing Action Plan. It is inclusive and robust, with many opportunities for the community to be heard and informed. We envision leaning heavily on in-person meetings since we live in the North Fork Valley, but can also use virtual meeting platforms when that makes sense, such as for individual or small group meetings.

All outreach materials will be provided in Spanish. We will attempt to reach out directly to the Spanish speaking community through a targeted outreach meeting.

URC will not translate all outreach materials but rather try to reach that community directly.

1. KICK-OFF CALL WITH TOWN STAFF

The first step for this project will be a discussion with key Town staff to ensure joint understanding of the project scope and goals, to immediately initiate formation of the Housing Committee, learn about existing resources (lists of contacts, background documents, existing data, etc.), and set important dates.

Scheduled for 4/28/23

2. FORM THE HOUSING COMMITTEE

We propose to stand up a Housing Committee within the first two weeks following selection. We propose that it be a relatively small (12-15 members max), informal committee associated with this project, rather than a formal committee of the Town government. We see the Committee’s role as advisory in which they review project materials before being distributed to the community, review preliminary findings, and generally provide guidance throughout the project. The Committee could be formalized in the future, but this approach will benefit this project and not impact the tight schedule.



This Committee would ideally include people representing a cross section of the community from the public, private, and non-profit sectors. Potential participants could include someone from the Town Board of Trustees, Delta County Joint School District 50J, Delta Health, Paonia Chamber of Commerce, North Fork Senior Connections, the newly formed Community Land Trust, and a local realtor and property manager.

Mayor and Dave will ask the Board to select 2 members of the Board to be on this committee. They will be responsible for regular updates to the Board.

3. HOUSING COMMITTEE MEETING 1

This first meeting of the Committee would kick off the project and focus on roles, goals, and desired outcomes.

4. EMPLOYER QUESTIONNAIRE

This brief questionnaire would be developed to inform the HNA and will be targeted to all employers doing business in the Town of Paonia, large and small. In our experience, the information gleaned from such confidential questionnaires is imperative to identifying current and future housing demand. Once created, our team will work to distribute the questionnaire through existing formal networks like the Paonia Chamber of Commerce and in-person. Visiting businesses in person will allow us to share the questionnaire and information about the project and gather employer feedback. Visiting in person typically increases the response rate and the quality of the responses, which will be confidential and only reported on in aggregate to ensure sensitive business information is not published and cannot be associated with any business in Paonia.

5. REALTOR/PROPERTY MANAGER FOCUS GROUP OR INTERVIEWS

If possible, we will set up an in-person meeting with local Realtors and property managers to gather information about the local for sale and rental market. If the organization of such a meeting is impacting the schedule, individual interviews will be conducted to the extent practicable.



6. HOUSING COMMITTEE MEETING 2

During this second gathering of the Committee, we intend to share feedback received thus far and prepare for the Community-wide Open House, likely discussing potential strategies.

7. COMMUNITY-WIDE OPEN HOUSE

URC will coordinate this with the Master Plan team if the schedule and scope allow. Otherwise, there will be a separate meeting.

Our team will prepare an open house type meeting and invite the entire community. The open house format will include a quick introduction about the project and then shift to an interactive session where the community will have the opportunity to provide input about the housing market and their thoughts about priorities to address affordable housing in Paonia. This open house will be published widely with the goal of getting a large cross-section of the community to attend. We would create fliers in English and Spanish that could be stacked at cash registers throughout town, passed out in front of the post office, and available at other locations in the community (posting boards). Our team may even reach out to the North Fork Valley Creative Coalition to incorporate some sort of art into the Open House like a visual note taker, live painter, or a poet who could write during the event.

Fliers will not be in Spanish.

URC will not do a resident survey.

If desired, we could substitute this Open House for a resident survey. While resident surveys can be very helpful in collecting data, the data gathered is often duplicative with existing data and misses the opportunity to engage residents directly and provide space for meaningful conversation around the complexities of housing issues.

8. TARGETED OUTREACH MEETINGS

Our team will conduct targeted outreach, including to marginalized and vulnerable populations. We will attempt to attend regularly established meetings or meet them at their place of business or desired location to talk about their experience, challenges, and needs. This step will likely start before the Open House to stay on schedule. We propose meeting with some of the many churches in town, the Senior Center, the Spanish speaking community, among others. We will also seek to connect with owner/representatives and residents of the North Fork Trailer & RV Park even though it is not technically within the municipal boundary. We'd hope to also talk with anyone experiencing homelessness or displacement, though this can be a difficult population to reach. We anticipate around eight meetings.



9. HOUSING COMMITTEE MEETING 3

During this meeting, we will debrief the Open House, share findings from the Targeted Outreach Meetings, and discuss all input and data findings thus far in the project. We will also present and discuss the draft HNA, and briefly discuss strategies and the Action Plan.

10. TOWN BOARD MEETING

The draft HNA will be submitted to the Town in time for it to be part of the packet for the June 13th Town Board meeting. URC can attend this meeting in person if desired to present the report, gather input on the draft, and answer questions.

URC will attend this Town Board meeting and the Board meetings in items 12 and 13. Dates will vary from those listed here.

11. HOUSING COMMITTEE MEETING 4

During this meeting we will review and discuss the draft Housing Action Plan.

12. TOWN BOARD MEETING

The draft Housing Action Plan will be submitted to the Town in time for it to be part of the packet for the July 11th Town Board meeting. URC can attend this meeting if desired to present the report, gather input on the draft, and answer questions.

13. TOWN BOARD MEETING

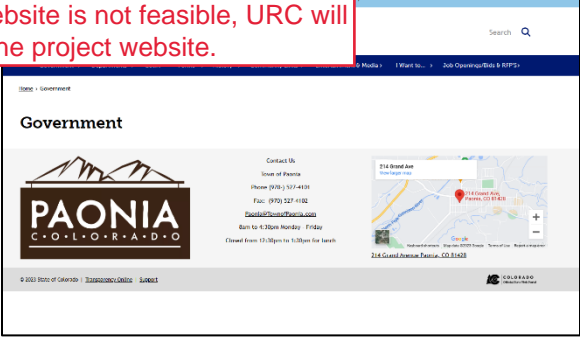
URC can attend this meeting in person on July 25th if desired to present the final reports and answer any questions that may arise.

URC can assist staff in updating the Town's website to create a project page. If adding a project page to the Town's website is not feasible, URC will not create a stand alone project website.

Additional Engagement Tools

Webpage

Our team proposes to add a "Housing" page to the existing Town's website. This webpage will be the one-stop-shop location for all information about this project. The page will include a short project overview, upcoming important dates like community meetings, and all documents created along the way including meeting summaries. Our team will prepare the content, but the Town would need to add it to the website. We believe this will help drive traffic to the Town's website and after completion of this project, the page can evolve to include all housing resources like the HNA, Action Plan, and the existing Rent/Mortgage Assistance link.



Getting the Word Out

We will use established resources to share surveys, meeting dates, and other important elements of this project like the Town of Paonia and Paonia Message Board Facebook Pages, The North Fork Merchant Herald, Delta County Independent, High Country Shopper, KVNF radio, and/or posted throughout town (i.e., at Don's Market and the board in front of the Paonia Laundromat).

Coordination with Related Town Projects

To ensure alignment with other Town efforts, our team will coordinate with existing projects like the recently awarded Master Plan and any water studies/plans to address the water tap moratorium, to the extent practicable given the very tight timeline. Our team is available to work directly with other consultants if desired by the Town.

Mayor and Dave to serve as points of coordination with Master Plan. Master Plan consultant will include a reference to the Housing Action Plan and some of the recommended actions in the master plan.

Meeting Summaries

Our team will create summaries from all Housing Committee meetings and the Open House. These will be simple summaries that can be an appendix to the Final Housing Action Plan if desired. Depending on the sensitivity of the feedback received during the Targeted Outreach Meetings, we will work to create a very high-level summary.

COMMUNITY ENGAGEMENT DELIVERABLES

1. Employer Questionnaire
2. Meeting materials - fliers, advertisements, handouts, boards, presentations
3. Webpage content
4. Meeting Summaries

PHASE 1: HOUSING NEEDS ASSESSMENT

We propose to analyze Paonia’s housing market and prepare and deliver a comprehensive, clear, concise, stand-alone Housing Needs Assessment (HNA) that is well documented. The HNA will analyze, consider, and report on demand and supply drivers, including the items outlined on page 4 of the RFP unless otherwise specified below.

The HNA will be prepared in the following manner, with many tasks occurring simultaneously.

Consultant Roles

Andrew Coburn will lead the Housing Needs Assessment. Mike Scholl will help significantly with the development analysis. Ayres will also help with document creation.

- 1. Gather, Compile, and Analyze Public and Private Data**
- 2. Develop and Distribute Employer Questionnaire**
- 3. Meet with and Interview Key Stakeholders**
- 4. Prepare a Draft Housing Needs Assessment**
- 5. Revise Draft and Deliver the Final Housing Needs Assessment**

As requested in the RFP, the Needs Assessment will include the following:

Demographic Data

All topics listed in the RFP will be assessed, except it should be noted that the RFP’s reference to household employment will be part of identifying the number of housing units needed in “Need and Gap Analysis” by looking at the number of households with a worker. Moreover, household income by tenure and AMI (30% to 180%, although this can be adjusted during the project if desired by the Town) will be covered under “Need and Gap Analysis.” Special needs populations, such as seniors, seasonal workers and the small homeless population in town will be discussed under “Special Populations.”

Primary data sources: U.S. Census Bureau, Colorado Demography Office, and ESRI.

Economic Conditions

All topics listed in the RFP will be assessed, but it should be noted that a lot of publicly available economic data is published at the county level. County data will therefore be used in conjunction with data for Paonia to assess the local economy, including trends and projections. Although job growth by sector can be included, we believe the sector change is less important than the overall projected change in the number of jobs and projected household income, both of which we will consider as part of the “Need and Gap Analysis” below. Two topics not requested in the RFP that are important to consider, and we propose including, are commuting and those working from home.

Primary data sources: U.S. Bureau of Labor Statistics, U.S. Census Bureau, Colorado Department of Labor and Employment, and ESRI. Additional sources may include the U.S. Bureau of Economic Analysis, University of Washington Center for Women’s Welfare Self Sufficiency Standard, and Data Axle.

Housing Stock and Trends

Topics listed in the RFP that will be included are the age of the housing stock, the share of housing units by type (e.g., single family, multi-family, mobile/manufactured), and building permits (certificate of occupancy data will also be reviewed/used if available). Housing tenure will be included under “Demographic Data” above. The number of homes not occupied, often referred to as vacant, will be identified along with the share of these used as seasonal/vacation homes. We will also look at the housing stock by number of bedrooms relative to the size of households to identify whether and where the housing stock may be misaligned.

A deep dive and written or visual analysis of individual home conditions would likely mean certain property owners or areas of town would be identified/highlighted and, we believe, could have a deleterious effect on this project and the ultimate goal of seeking solutions. Therefore, the condition of homes will be considered generally by reviewing the age of the housing stock and conducting visual surveys to inform solutions to help with Paonia’s aging housing and stock of mobile homes in the Action Plan.

The density of the existing housing stock (number of units per acre) is not typically included in HNA’s and we are not proposing to do so. Rather, Paonia’s current residential density will be considered during action planning when reviewing the land use code, and in identifying barriers to new community housing.

We will review available information about homes used as short-term rentals, including any information the Town has. We also hope to learn the extent to which long term rentals are being converted to short term rentals, impacting the supply of rental units available to locals. We are well aware of the issues and tradeoffs associated with the rise of short-term rentals and will address them in the HNA and in action planning.

We will catalog existing affordable housing in the Town of Paonia, including deed or income restricted properties, along with their expiration dates if known. This inventory may be limited to the Creek Vista Senior Living apartments, but will be added to if additional properties are identified. The number of housing vouchers being used in Paonia (and any available but not in use) will also be identified if possible from interviewing the Delta County Housing Authority.

Primary data sources: U.S. Census Bureau, Colorado Demography Office, ESRI, building permit/Certificate of Occupancy data from the Town of Paonia, AirDNA, and the National Housing Preservation Database.

Homeownership Market

We propose to obtain Multiple Listing Service (MLS) data and use ArcGIS to ensure the data is clipped to the Town of Paonia municipal boundary. We are very flexible, however, and are able to analyze data for a different geographic boundary, if desired. We will analyze the data and report on the number of home sales, the price of home sales (average, median, by price range, and by square foot if possible), and sales by the number of bedrooms, along with the months of inventory. If the data is available, we will also report on the financing type used, particularly the share of cash purchases. Ideally, we would get MLS data from 2018 through the end of 2022, and any 2023 sales, to be able to highlight five-year market changes, including Covid-era changes.

The rate of homeownership will be accounted for under tenure above. Although the vacancy rate can be provided, we believe that the more important metric is the months of inventory because the goal is to ensure a balanced homeownership market, which will be one component of how we intend to determine the number of new housing units needed by 2028.

Primary data sources: Multiple Listing Service. U.S. Census Bureau, Colorado Demography Office, and ESRI data may also be used.

Rental Market

We propose to monitor rental listings from March 20 (assumed project start) through April 30th at minimum. We will track available rentals by price (to include median rental price), number of bedrooms, security deposit amount, whether utilities are included in the rental amount, and other important factors like whether pets are allowed. We will do so by scouring online platforms like Facebook and Craigslist, along with print publications like The North Fork Merchant Herald, Delta County Independent, and High Country Shopper. In addition, we will monitor hard copy listings on public posting boards around town, such as at Don's Super Market and Paonia Laundromat. The share of households who rent will be captured under tenure above. The vacancy rate will be manually calculated, although we will also consider vacancy information from the American Community Survey. This rate will be another key component of how we intend to determine the number of new housing units needed by 2028.

We will attempt to get aggregated utility data from local providers and summarize as much information as possible subject to data limitations. Even without data from private utility providers, we will obtain local utility cost information from interviews and other community engagement.

Special Populations

We propose to learn about and report on housing issues faced by the following populations identified in the RFP to inform the action planning process.

- Seniors - information about senior housing demand and gaps in the market will be based at minimum on U.S. Census Bureau and ESRI data, interviews with North Fork Senior Connections, Paonia Senior Center, Creek Vista Senior Living, Paonia Care & Rehabilitation, and information gathered as part of broader public and stakeholder engagement.

- Seasonal Workers - information about seasonal workers will primarily come from key questions included in the employer questionnaire.

- Homeless - we will gather and report on the local homeless population to the extent we can. We propose to identify and interview key stakeholders, to include the Delta County Housing Authority, service providers, and those experiencing homelessness if possible. We will also interview the City of Delta Homeless Coordinator. Point-in-Time count data for the region will be reviewed and if possible discussed with one of the Western Slope regional coordinators.

Need and Gap Analysis

Need: We propose to provide you with the number of housing units needed by 2028 and will include the steps by which we arrive at the number. Our work will primarily focus on housing needed for the workforce, but will also consider housing for senior residents as well. Our need figures will be broken down into the catch up need (needed today) and the keep up need (demand forecast). The keep up

need will identify the number of new homes needed to accommodate new workers to fill new jobs and backfill current workers anticipated to retire in the next 5 years. Housing currently under construction or formally in the pipeline with a reasonable likelihood of being constructed by 2028, and targeted at prices that the local workforce can afford, will be accounted for. Homes being constructed and priced/marketed for second homeownership would not be counted as reducing the number of housing units needed to house the local workforce.

Gap: We will provide the distribution of household income by tenure, Area Median Income (AMI), and maximum sale price and gross rent. This will then be compared to prices and availability of rental and for sale housing to identify where there are gaps in the market (by income/AMI). Given a desire to consider the Town's older population, including seniors, we intend to look at household income by tenure and AMI for two age cohorts, those age 15 to 54 and 55+, which will allow us to highlight any relevant information to better address the housing needs of those in or near the prime age workforce and those nearing retirement or already retired.

We will specify the recommended number of housing units needed by tenure and AMI/price. In addition, we will identify undersupplied housing types. Based on our knowledge of the current housing stock, a more diversified housing inventory is needed.

Barriers Analysis

We propose to assess and report on items 3 and 4 under "Barriers Analysis" in the RFP as part of the HNA. Items 1 and 2 will be addressed in the Action Plan. This will include identifying the current cost of construction (land, soft and hard costs, infrastructure and fees). This analysis will be used to identify the capital gap - the difference between the cost to construct and what local households can afford. Typically we show this for a single family home, but can look at other housing types too. We intend to estimate the total amount of funding needed to close the capital gap through 2028 based on the catch-up and keep-up need. We anticipate providing the dollar amount as an estimated range to account for the many variables involved. Paonia could then use this alongside a forthcoming report being prepared for Region 10 by a consultant team that includes Urban Rural Continuum to gain additional insights regarding the economic impacts of housing construction.

Other market forces impeding the housing supply will be discussed, which could include topics such as the supply of skilled labor in the North Fork Valley.

Primary data sources not already listed: Colorado Housing and Finance Authority (CHFA) Income Limits, Ribbon Demographics, LLC, Zillow or similar online platform, and interviews with one or more local builders.

PHASE 1 DELIVERABLES

1. Draft Housing Needs Assessment
2. Final Housing Needs Assessment, formatted as the Town desires, potentially in line with the Paonia in Motion Parks, Recreation and & Trails Master Plan

PHASE 2: HOUSING ACTION PLAN

Our team will work with the Town, stakeholders, and community to facilitate the co-creation of a Housing Action Plan that incorporates the voice of the community in prioritizing and pursuing the types of housing that are needed and desired. Due to the schedule outlined for this project in the RFP, the Housing Action Plan will be completed mostly in parallel with the HNA. With a small consultant team, we can ensure the two phases will be coordinated and inform each other. The Action Plan will identify and prioritize recommendations for the Town and partners to take toward creating and encouraging affordable and workforce housing.

Consultant Roles

Shay Coburn will lead the Action Plan with significant support from Andrew Coburn. Ayres will also support action planning through the development and detailing of strategies as well as assist in document and graphic creation, GIS mapping, and other specific needs as they arise.

1. DOCUMENT REVIEW AND BACKGROUND RESEARCH

Our team would dive right in to learn all about the Town through reviewing existing reports and resources including Town Board and Planning Commission meeting packets and minutes, Paonia In Motion, 1996 Comprehensive Plan, and others identified by Town staff. We will also review the Town's municipal code and other regulatory documents to uncover any barriers that may need to be addressed in the Action Plan like density allowances, housing sizes, parking regulations, processes, and much more.

2. HOUSING RESOURCES

Research all existing resources for housing applicable to the Town of Paonia, like any rehabilitation funds or vouchers through organizations like the Delta Housing Authority and/or the Area Agency on Aging through Region 10. Use this information to create a Housing Resources in Paonia brochure or flier that can be shared widely and is in a format that can be updated by the Town at any time. Some of the community engagement efforts may inform this step.

3. INITIAL LIST OF STRATEGIES

Compile a list of potential strategies to address housing in the Town of Paonia, including review of all DOLA Qualifying Strategies listed in HB21-1271. This list will likely be organized into the following categories: Incentives, Regulations, Partnerships, and Initiatives. This list will give us a place to start discussions with the community and will be refined throughout the project.

4. REFINE LIST OF STRATEGIES

The initial list of strategies will be refined through robust community engagement detailed elsewhere in this proposal. Strategies that are not applicable or unlikely to be effective at this time may be removed, new ideas may be added, and some of the strategies may be refined to fit the local context. We will also begin to identify priorities through a balanced approach that addresses the long term needs and desires of the community. For example, it is always good to identify some quick win projects that will keep the momentum going toward the larger goals.

5. DRAFT HOUSING ACTION PLAN

The Draft Action Plan will be developed based on all project research and community engagement combined with the specialized knowledge of our consulting team. It will be in a simple format so that changes can easily be made as needed. This draft plan will be reviewed by the Housing Committee and the Town Board. Based on feedback, the draft will be edited into the Final Action Plan.



6. FINAL HOUSING ACTION PLAN

The Final Action Plan will be detailed and thoughtful but also simple and clean. The Action Plan will be in an easy to read format that can be a living document used to track progress. The Action Plan will include detailed steps to specifically address the Town of Paonia’s housing needs and desires. These actions will be prioritized with timeframes, strategies to implement or adopt suggested action steps, potential partners, and funding sources. As requested in the RFP, the following will be included in the Action Plan, along with additional strategies identified throughout the process:



- a. Recommendations on municipal code revisions to remove barriers and incentivize affordable housing. These recommendations will aim to include at least four of DOLA’s Qualifying Strategies including addressing expedited review, ADUs, smaller residential units, and short-term rentals as prioritized by the Town Board at their regular September 22, 2022, meeting.



Optional Add Ons to be included in contract as optional. Board will decide if they are desired or not.

- Optional Add On: First draft of proposed/revised code language for up to four of DOLA's qualifying strategies, assumed to be ADUs, Short Term Rentals, smaller unit size, and expedited review.



- b. A list of potential development sites, primarily public or institutional land, along with potential funding sources for acquisition and construction. Site identification was requested in the RFP to be included in the HNA, but we believe it is a better fit as part of the Action Plan.

Optional Add On: A detailed strategy for the development of an affordable housing project including site identification, potential partners, rough project design, range of units and programming mix, and potential financing.

- c. Steps to form a housing authority, if determined to be a priority strategy.
 - d. GIS data and maps as appropriate to support the HNA and Action Plan.

PHASE 2 DELIVERABLES

1. Housing Resources in Paonia flier
2. Draft Housing Action Plan
3. Final Housing Action Plan, formatted as the Town desires, potentially in line with the Paonia in Motion Parks, Recreation and & Trails Master Plan

Town assistance desired to complete this project:

- Attend regular check in meetings with the consultants, perhaps every other week.
- Staff expertise to share local knowledge, known barriers, trends, opportunity sites, and other background information.
- Assistance forming the Housing Committee and contact information for key stakeholders.
- Scheduling, coordinating and all arrangements for Town Board meetings; assistance in setting dates and securing space for the Housing Committee meetings and Open House.
- Connection with local Realtor to assist obtaining MLS data.
- Provide historical data on number of building permits/Certificates of Occupancy per year, and residential development projects in the planning pipeline.
- Share existing GIS data relevant to this project.
- Provide data on known deed restricted properties or housing units in town.
- Add key information to the Town's website and post on the Town's Facebook using information provided by the consultant team.
- Review and consolidate feedback on draft documents.



COST PROPOSAL

HOURLY RATES

URBAN RURAL CONTINUUM

Andrew Coburn	\$140
Shay Coburn	\$140

AYRES ASSOCIATES

Josh Olhava	\$155
Mike Scholl	\$180
Additional staff	\$120

BUDGET

The share of the project to be completed by URC is estimated to be 75%, with Ayres completing 25%.

Budget Table Notes

- Costs include all personnel time, equipment, data purchase, supplies, overhead expenses, and profit.
- URC travel to and from Paonia is free.

Community Engagement	\$22,230
Phase 1: Housing Needs Assessment	\$25,660
Phase 2: Housing Action Plan	\$22,260
PROJECT TOTAL	\$70,150
OPTIONAL Add-On: First draft of proposed code language	\$6,580
OPTIONAL Add-On: Detailed strategy for development of one affordable housing project	\$2,180
Project Total (with Optional Add-Ons)	\$78,910

Simplified budget table,
cost did not change
from original proposal.