



TOWN OF PAONIA
214 GRAND AVENUE
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, JUNE 13, 2023 6:30 PM
[HTTPS://US02WEB.ZOOM.US/J/88029032925](https://us02web.zoom.us/j/88029032925)
MEETING ID: 880 2903 2925
ONE TAP MOBILE
17193594580

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

Roll Call

Correspondence Received

Approval of Agenda

Announcements

Request for letters of interest for open Planning Commission seat

Public Comment

[Any topic not included on the agenda, 3-minute time limit.](#)

Consent Agenda

Minutes

[May 25, 2023 Special Meeting](#)

[May 26, 2023 Special Meeting](#)

[June 1, 2023 Special Meeting](#)

[June 8, 2023 Special Meeting](#)

Disbursements

Provided physically and amended digitally after meeting.

Liquor License Renewal

[3rd Street Bistro](#)

Special Event Permits

[77th Annual Paonia Cherry Days](#)

[34th Annual BMW Rally](#)

Staff Reports

[Interim Town Administrator](#)

[Police Chief](#)

[Public Works Director](#)

Actions & Presentations

Other Items

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

- [1. Discussion about support of Public Art at the Hearth \(138 Grand Avenue\) - Alicia Michelson](#)
- [2. Consideration of Request to install Speed Limit Signs on 3rd St and on Rio Grande Avenue - Ben Graves](#)
- [3. Consideration of Nido's request to be allowed to serve alcohol at sidewalk tables at 138 Grand Avenue](#)
- [4. Consideration & Approval of Supplemental Budget Request from Phoenix Rising Resources LLC](#)
- [5. Designation of handicapped parking at Town Park](#)
6. Consideration of a mid-block pedestrian crosswalk on Grand Avenue from Town Hall to Poulos Park
7. Consideration of a directional sign to Apple Valley Park on 3rd street, a crosswalk and traffic signs for AVP entrance
8. Discussion and decisions on parking at the top of Pan American and Vista Drive
- [9. Consideration and Selection of Colorado Employee Benefit Trust as Employee Insurance Company for July 2023- - June 2024](#)
- [10. Discussion and Direction to Staff regarding Board policy for Town cost share of health benefits](#)
11. Discussion & Appointment of committee's and Mayor Pro-Tem
- [12. Consideration, approval and authorizing signatories to sign agreement with UMB Financial for Purchasing Cards \(P-Cards\) to replace the Town's current credit cards.](#)
- [13. Consideration and Approval of the of the Mayor signing the United States Geological Survey Joint Funding Agreement](#)
- [14. Consideration and Approval of the Mayor signing Drinking Water Revolving Fund Planning Grant Agreement](#)
15. Discussion & Appointment of committee's and Mayor Pro-Tem
16. Discussion of request to vary Building Valuations

Executive Sessions

Executive Session pursuant to C.R.S. 24-6-402(4)(b) for purposes of conferencing with the Town Attorney to receive legal advice on specific legal questions regarding the encroachment of a fence on Town-owned property.

Mayor & Trustee Reports

Adjournment

Please note that during an Executive Session the public may be asked to leave the Board Room so the Board of Trustees may use it.

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

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

II. CONSENT AGENDA

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

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

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

III. EXECUTIVE SESSION

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

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

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

IV. SUBJECT TO AMENDMENT

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

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

Town of Paonia

5



Correspondence Received

Deck

Payton

David V.

Francesca

Jessive U. P.

THANK YOU!

Dani

Tia Moore

Tori C.

Delilah V.

Heather

Anthony

Elton

Tracy Lilly!

Fah A

Nick

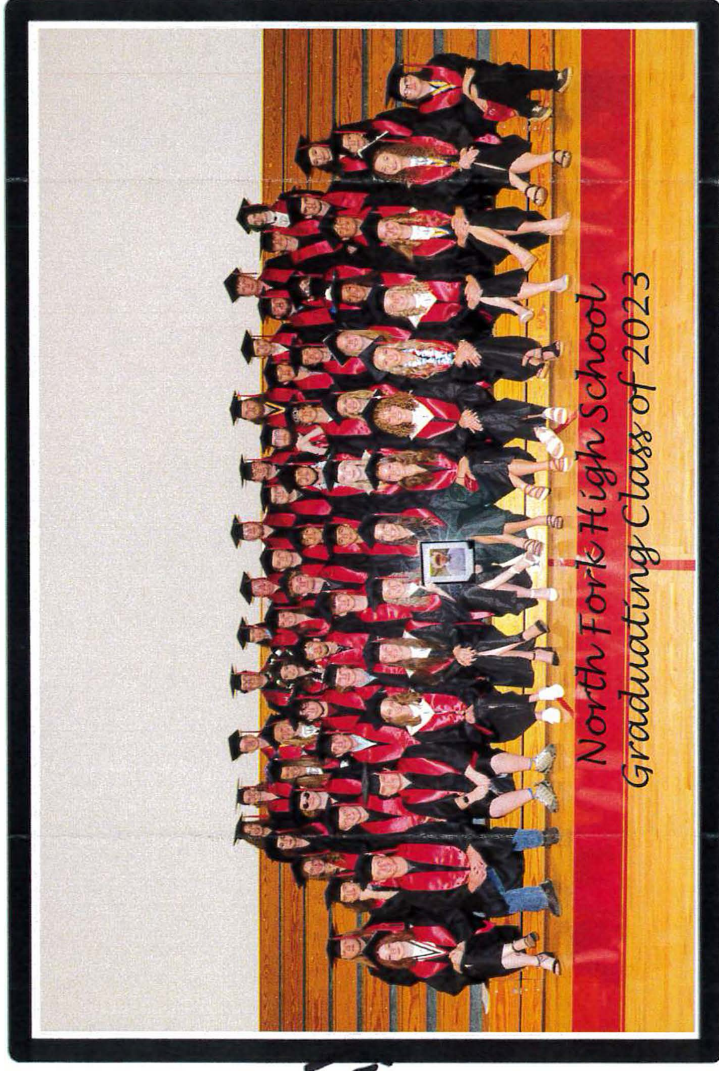
Spencer

K. P. A. Z.

Lydia

Wig

Mess



J.P.C.

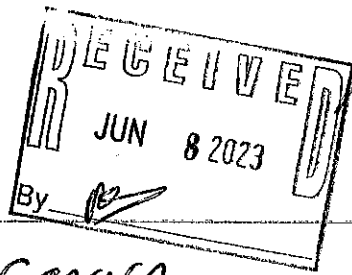
FOR YOUR SUPPORT OF 2023 NFHS GRAD NI

Sam W.

2023 NORTH FORK HIGH SCHOOL SEN

Sammi Peck Tristan Swansh

I Seow L. Carter



May 29, 2023

To Whom It May Concern,

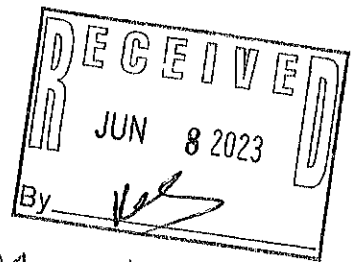
Students in the NFSIS fourth grade had a final writing assignment this year: they had to write persuasive letters, and we decided to focus on how Paonia could improve their recreational facilities for people their age and older. After brainstorming ideas and how to write persuasively, they finished numerous drafts before submitting the final letters I have included. It is up to you to do what you want with them, as the focus on this assignment was to practice writing persuasively. One of the side benefits was that we learned to appreciate the many rec. opportunities that Paonia has to offer already.

Thanks in advance for any time taken to read their letters, and to respond to the class or any individuals if you choose.

Sam Connelly - NFSIS 4th grade.

5/17/23

Wednesday



9

Dear Town Council Members,

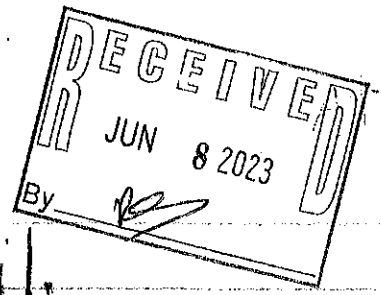
I appreciate the Town Park, Apple Valley Park, and I appreciate everything you all do for our town. My proposal is that Town Council consider making a Community Garden at Apple Valley. I think it's important because: It will help people come together as a community and to work together. It will help people with low income to feed themselves and their family's. Considering how plentiful our growing season is, it seems a Community Garden would be a great addition to this town. Thank you for taking the time and reading my letter. I hope you will consider my proposal about making a Community Garden.

Sincerely,

Mareyna Hottinger

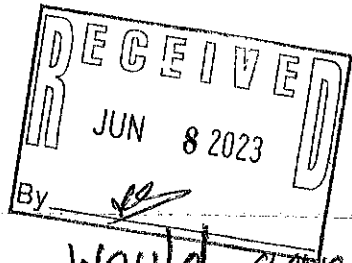
NFSIS 4th Grade

5/8/23



Dear Paonia Town Council,
Ever since I moved here, I have appreciated all the recreational facilities. They make Paonia a town. From the skate park to Jumbo mountain, Paonia has so many great things. You, the town council, have made so many great decisions for the town's well-being.

Paonia has almost everything you would need. One of the only things Paonia lacks is a good basketball court. I can't count how many times my friends said they were playing basketball after school. I was clueless to where they went. They explained to me they went to PK8 or NFSIS because the schools were the only places with courts. It dawned on me then that Paonia didn't have a basketball court out of school grounds. I would appreciate having a basketball court in town.



I know my friends would agree as well. I want a basketball court in town because it would mean a lot to the community. All of the children and grownups who play basketball would have easier access. I know the people might feel intimidated to come onto school grounds to play basketball. A basketball court in town would help everyone.

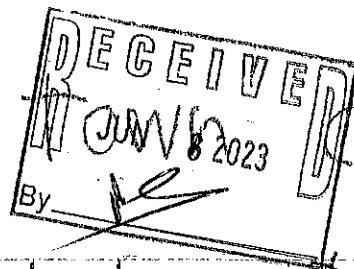
I hope you will consider my proposal. I appreciate you for taking the time to read my letter. Thank you.

Sincerely,

Avi Lee 4th grade N.F.S.I.S.

5,17,23

Dear Paonia



Council,


When I moved here I liked all of the recreational facilities and I'm grateful for the playgrounds at town park and the soccer fields at Volunteer Park.

I think it would be better for the town if you improve the playground at Apple Valley Park by making it bigger, adding monkey bars and adding a climbing wall.

I think it would be important to consider my proposal because there are lots of people who live near Apple Valley park who want to take big kids to the park, and the playground there is for little kids. It's also important because it will keep kids away from screens.

Thanks for reading this I hope you will consider my proposal.

Sincerely,
Tigo Franklin - NFSIS

RECEIVED
JUN 8 2023
By 

5/18/23/

Dear town council,

I am so thankful for the town park and play structures. I also enjoy climbing in the trees and playing on the trails at Jumbo mountain.

I think we need a local garden for kids and adults to get together and garden. The local vegetables offer people healthy food. People could come to buy the local food from our town.

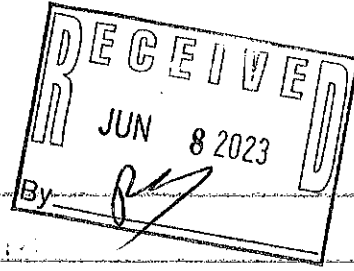
Thank you for reading my letter because this is important to me. I hope you consider my idea.

Thank you,

Sincerely
Theria Trout NSSIS 4th grade

5/18/23

14



Dear Town Council,

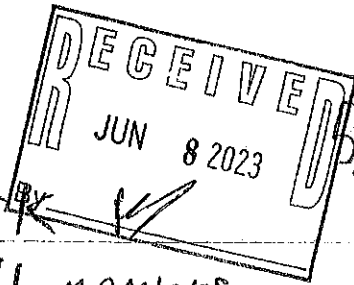
I am so grateful that this Valley has so many orchards, parks and trails.

My proposal is to start a petting zoo with farm animals. One reason I think that we need a petting zoo is to be more connected to animals, and for kids to have fun. It could also help kids have more responsibilities. It can also benefit as a way to get your finger nails dirty. What about kids that can't have pets? It would really help their mental health.

Thanks again for taking time out of your day, to read my proposal. I hope you will take a moment to consider it.

Sincerely

Shoni Kelly
NFSIS 4th grade



Bike Park

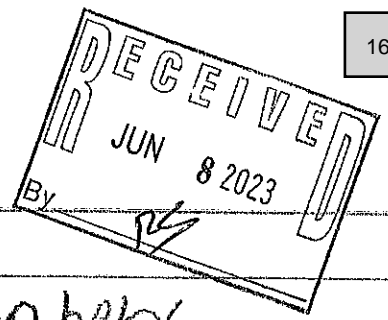
Dear town council members.

Thank you for all the cool things in this town such as the foot ball field and mount jumbo.

My proposal is a Bike park on jumbo. The reason I want this is because it grants health benefits and is also super fun no matter what. It will also drive customers to buy parts to their bike and more

Thanks again and I hope you will consider
Sincerely, Spencer Larson
HFS 5th grade

5/18/23



Dear Town Council Members,

I'm Levi Werner in 4th grade at NFSIS. I appreciate that you have a nice town park and nice places for little kids to play. But what about us bigger kids? Like 4th grade and up. We don't really have a lot to do after school.

The best idea I have is a Miniature Golf Course. It's fun for people of all ages. It inspires kids to go outside and play instead of staring at screens all day. It's a small, profitable business that can help our town economy. It would be a nice place for kids to go after school and hang out with their friends.

Thank you so much for taking the time to consider my idea.

Sincerely,
Levi Rocketship Werner
NFSIS 4th Grade

Dear Town Council,

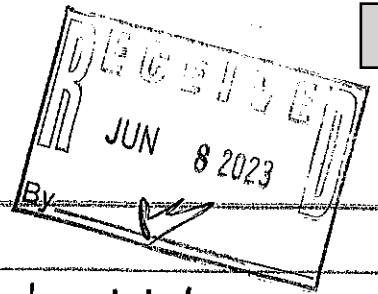
I appreciate that we have the town park for the little kids and jumbo-mountain for the hiking and biking trails. I also love biking, the pump track in Hotchkiss by the pool. It's so fun that I'm wondering if you could expand it.

I'd like to see a pump track in Paonia and it offers kids a place to bike. It's a way for kids to burn energy and get off screens.

Thank you for considering my idea of creating a town pump track. I'd be so excited to see this fun place to ride my bike with friends and family.

Sincerely, Penelope Gall, NFSIS 4th grade

5/18/23



Dear Town Council.

Thank You for all the cool things you have here. I really like the skate park and the town park. Thanks! it makes town much better as a kid. It's much better to have a place for kids to go rather than having them de face private property with their skate boards.

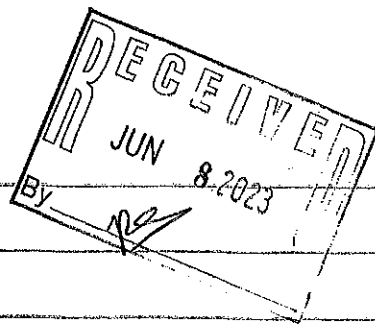
I think that you should put in a skate park because the skate park we have is in really bad shape. And also, the skate park we have is a tennis court. It is also is a great place for kids to progress in their sport, have fun and stay out of trouble.

The skate park we have is fun for a bit, but needs features: full pipe, bowls, a frame. Thanks again. I hope this is something that will be considered.

Sincerely,

Zion Corino

NESIS 4th grade



Dear TOWN Council,

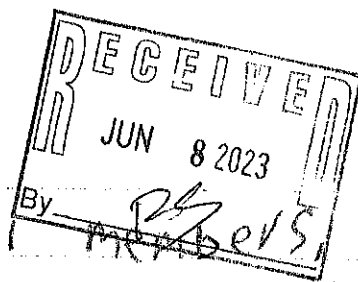
I am so glad that we have hiking trails on Jumbo Mountain. I also enjoy the town park playing frisbee, this makes our town better, please consider improving our town with the following idea

I think we need a new pump track for bikes in Paonia. I know there is a pump track in Hatch, 15 minutes from here, kids need one close so parents don't have to drive us just so we can have fun. The skat park here isn't much fun because there is no room to ride bikes, and there are only two jumps.

Thank you for taking the time read my proposal and consider my ideas

Sincerely,
Max Simski

5/18/23



Dear Town Council

I love how many recreational facilities the town has. But I think, and others think, it would be AWESOME if we had a bike park that has planks, jumps, rails and more. Wouldn't that be so cool? People could ride their bikes all around the bike park and more. I know lots of people would also love it.

Also all those hobbies would be so healthy and would take people off their screens.

Sincerely,

ALASTAR HILGARY

NFSS 4th Grade

Samira V

From: Mary B
Sent: Thursday, June 1, 2023 8:21 AM
To: Samira V
Subject: Fw: From a Vietnam Era Vet to an American

Let's put this in the packet under communications received.

Mary Bachran
Mayor, Town of Paonia

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

From: Paonia <paonia@townofpaonia.com>
Sent: Thursday, June 1, 2023 8:15 AM
To: Mary B <maryb@townofpaonia.com>
Subject: FW: From a Vietnam Era Vet to an American

For you...

Ruben Santiago
Administrative/Finance Clerk | CIW Associate
Town of Paonia
Phone: 970-527-4101
Email: RubenS@townofpaonia.com
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428-0460
<https://townofpaonia.colorado.gov/>

From: elliot@gwtc.net <elliot@gwtc.net>
Sent: Wednesday, May 31, 2023 7:55 PM
To: Paonia <paonia@townofpaonia.com>
Subject: From a Vietnam Era Vet to an American

Dear Mayor Bachran –

Please find below a poem called War I am sending out around the country now. I hope you like it.

William T. Elliott
Vietnam Era Veteran

The poem follows:

War

it is that Vietnam was for me,
God's Spirit scared I'd lost.

But the news is well my friends,
cause still I love today,
and killing could not take from me,
the lessons God relayed.

I've had to learn to love myself,
since war so long ago,
but thanks to God and wife and friends,
I share today Life's glow.

So thank you God for being there,
as battle did unfold,
and thank you for the years I've lived,
though seventy-one not old.

Amen my brothers and sisters.

William T. Elliott
Vietnam Era Veteran

Contact info

William T. Elliott
1401 School St.
Hot Springs, SD 57747

Phone: 605-890-2344

Email: elliott@gwtc.net

Author of:

The Fight For Life – Poems by William T. Elliott
Available on Amazon.com in ebook, paperback
and hardcover formats

ISBN: 978-1-6641-4769-0

Town of Paonia

1.

23



Minutes

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
May 25, 2023

RECORD OF PROCEEDINGS

Mayor Bachran calls the meeting to order at 3:55 pm

Roll Call

PRESENT

Mayor Mary Bachran

Trustee/Mayor Pro-Tem Thomas Markle

Trustee Dave Knutson

Trustee Paige Smith

Trustee John Valentine

Trustee Rick Stelter

Trustee Morgan MacInnis

Approval of Agenda

No motion was made to approve the agenda

Actions & Presentations

Trustee Smith makes a motion, seconded by Trustee MacInnis, to go into Executive Session, pursuant to Sections 24-6-402(4)(e) and 24-6-402(4)(g) of the Colorado Revised Statutes, for the purposes of determining positions and developing strategy relative to matters that may be subject to negotiation, and for consideration of documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, all in relation to interviews and discussion of non-finalist applicants for the Town Administrator position.

Motion carries unanimously.

Executive Session begins: 3:57 pm

Executive Session ends: 6:54 pm

Participants were Mayor Bachran, Trustee/Mayor Pro-Tem Markle, Trustee Smith, Trustee Stelter, Trustee Valentine, Trustee MacInnis, Trustee Knutson and Interim Town Administrator Klusmire.

No concerns were stated.

Adjournment

Meeting adjourns at 6:55 pm

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

DRAFT

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
May 26, 2023

RECORD OF PROCEEDINGS

Mayor Bachran calls the meeting to order at 1:00 pm

Roll Call

PRESENT

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

ABSENT

Trustee Morgan MacInnis

Approval of Agenda

Trustee Markle makes a motion, Seconded by Trustee Knutson, to approve the agenda.
The motion carries unanimously.

Actions & Presentations

Executive Session

Trustee/Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Stelter, to enter in to Executive Session, pursuant to Sections 24-6-402(4)(e) and 24-6-402(4)(g) of the Colorado Revised Statutes, for the purposes of determining positions and developing strategy relative to matters that may be subject to negotiation, and for consideration of documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, all in relation to interviews and discussion of non-finalist applicants for the Town Administrator position.

The motion carries unanimously.

Executive Session begins: 1:01 pm

Executive Session ends: 4:09 pm

The participants were Mayor Bachran, Trustee/Mayor Pro-Tem Markle, Trustee Smith, Trustee Knutson, Trustee Valentine and Trustee Stelter.

No concerns were stated.

Adjournment

The meeting adjourns at 4:10 pm.

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

DRAFT

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
June 01, 2023

RECORD OF PROCEEDINGS

Mayor Bachran calls the meeting to order at 2:35 pm

Roll Call

PRESENT

Mayor Bachran
Trustee/Mayor Pro-Tem Markel
Trustee Smith
Trustee Valentine
Trustee Stelter
Trustee MacInnis

ABSENT

Trustee Knutson

Approval of Agenda

Trustee Smith makes a motion, Seconded by Trustee MacInnis, to approve the agenda.

Motion carries unanimously.

Actions & Presentations

Executive Session

Trustee/Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Smith, to enter into Executive Session, pursuant to Sections 24-6-402(4)(e) and 24-6-402(4)(g) of the Colorado Revised Statutes, for the purposes of determining positions and developing strategy relative to matters that may be subject to negotiation, and for consideration of documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, all in relation to interviews and discussion of non-finalist applicants for the Town Administrator position.

Motion carries unanimously.

Executive Session begins: 2:38 pm

Executive Session ends: 4:02 pm

Participants were Mayor Bachran, Trustee/Mayor Pro-Tem Markle, Trustee Smith, Trustee Valentine, Trustee Stelter, Trustee MacInnis and Interim Town Administrator Klusmire.

No concerns were stated.

Adjournment

Meeting Adjourns at 4:05 pm

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

DRAFT

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
June 08, 2023

RECORD OF PROCEEDINGS

Mayor Bachran called the meeting to order at 12:07pm, once a quorum was present.

Roll Call

PRESENT

Mayor Mary Bachran
Trustee/Mayor Pro-Tem Thomas Markle
Trustee John Valentine
Trustee Rick Stelter (joined by Zoom at 12:05 pm)
Trustee Morgan MacInnis

ABSENT

Trustee Dave Knutson
Trustee Paige Smith

Approval of Agenda

Trustee/Mayor Pro-Tem Markle made a motion, Seconded by Trustee MacInnis, to approve the agenda.

Motion carries unanimously.

Actions & Presentations

Executive Session

Trustee/Mayor Pro-Tem Markle makes a motion, Seconded by Trustee MacInnis, to enter in to Executive Session, pursuant to Sections 24-6-402(4)(e) and 24-6-402(4)(g) of the Colorado Revised Statutes, for the purposes of determining positions and developing strategy relative to matters that may be subject to negotiation, and for consideration of documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, all in relation to interviews and discussion of non-finalist applicants for the Town Administrator position.

Motion carries unanimously.

Executive Session begins: 12:10 pm

Executive Session ends: 3:59 pm

Participants were: Mayor Bachran, Trustee/Mayor Pro-Tem Markle, Trustee MacInnis, Trustee Valentine, Trustee Stelter (left during executive session) and Interim Town Administrator Klusmire.

No concerns were noted.

Adjournment

Meeting adjourns at 4:00 pm.

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

DRAFT

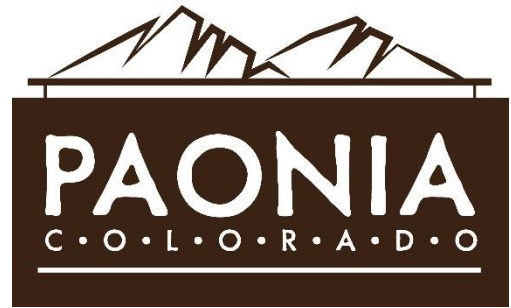
Town of Paonia

1.

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Liquor License Renewals



Town Board Staff Report

Subject: 3rd Street Bistro Liquor License Renewal

Author: Samira Vetter

Representing: Town Clerk

Date: June 13, 2023

Staff Recommendation: Approve the 3rd St Bistro's Liquor License Renewal

Finding of Fact:

- License Renewal Paperwork is in the possession of the Town Clerk
- Local fees have been paid and the Colorado Dept. of Revenue's fees are in the custody of the Town Clerk
- The Administrative Offices have no issues or concerns with license renewal.
- The Police Department has no issues or concerns with the renewal.
- The Public Works Department has no issues or concerns with the renewal

1.

8400 (02/22/23)

COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

**3RD STREET BISTRO
PO BOX 422
Paonia CO 81428-0422**

34

Fees Due		
Renewal Fee		550.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name LITTLE LINDA M		Doing Business As Name (DBA) 3RD STREET BISTRO	
Liquor License # 03-77767-0000	License Type Hotel & Restaurant (city)		
Sales Tax License Number 03777670000	Expiration Date 08/12/2023	Due Date 06/28/2023	
Business Address 212 3RD STREET Paonia CO 81428-1700			Phone Number 9705276146 <i>970-314-1425</i>
Mailing Address PO BOX 422 Paonia CO 81428-0422		Email	
Operating Manager	Date of Birth	Home Address <i>212 3rd Street</i>	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

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

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Linda M. Little</i>	Title <i>Owner</i>
Signature <i>Linda M. Little</i>	Date

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) 212 3rd Street Bistro		Social Security Number/Tax Identification Number	
Address 212 Third Street Bistro			
City Paonia		State Co.	Zip 81428
Home Phone Number 970-314-1425		Business/Work Phone Number 970-314-1425	
Printed name of person signing on behalf of the Applicant/Licensee Kinda M. Little			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Kinda M. Little			Date signed

Privacy Act Statement

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

015694

1. Town of Paonia

RECEIPT

37

214 Grand Avenue • P.O. Box 460
Paonia, CO 81428-0460
(970) 527-4101

DATE 5-31-23

RECEIVED FROM Linda's 3rd St. Bistro

PAID
MAY 31 2023

\$ 175 -

One Hundred Seventy-Five

TOWN OF PAONIA DOLLARS

FOR Lic. Lic. Renewal \$175-

CODR: \$550-
LIC # 6927

- CASH
- CHECK 6926
- CREDIT CARD

BY [Signature]

Town of Paonia

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Special Event Permit

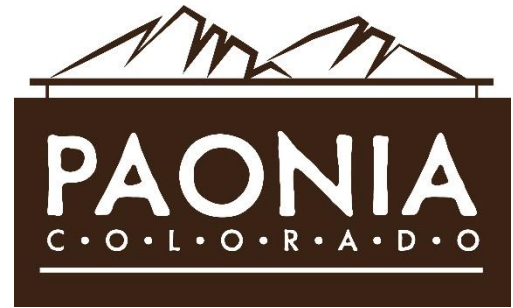
Town Board Staff Report

**Subject: Special Events Permit for 77th Annual Cherry Days and
34th Annual BMW Rally**

Author: Samira Vetter

Representing: Town Clerk

Date: 6/13/23



Finding of Fact for Cherry Days

- All required paperwork is either in the possession of the Clerk or arrangements have been made to have before the event.
- All applicable fees have been paid.
- The liquor notification sign has been put up and displayed per requirements.
- The Administrative Offices have no issues or concerns with this event.
- Public Works has no issues or concerns with this event.
- The Police Department has no issues or concerns with this event.

Finding of Fact for the BMW Rally

- All required Paperwork is either in the possession of the Clerk or arrangements have been made to have possession before the event.
- All applicable fees have been paid.
- The Administrative Offices have no issues or concerns with this event.
- Public works has no issues or concerns with this event.
- The Police Department has no issues or concerns with this event.

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



Here are things you need to know:

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

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

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

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

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

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

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

Name of Requester or Presenter: *Robert E. Bushta*

Representing: (Group or Agency name, or Self) *Paonia Cherry Days*

Date of submittal: *5/31/23*

Date of Requested Board Meeting: (Insert Board Meeting date) *6/13/23*

Specific request: *Approval of use of The Paonia Town Park for annual Cherry Days festival, as well as special event permit for festival on BMW Rally*

Describe the problem that requires resolution* or the topic(s) to be presented:

***The Problem**

- What is the problem that needs to be addressed?
- Please start with defining the problem, not describing the solution.
- Please explain briefly why it is essential that the Town address this problem.
- This section should be no more than 4-5 sentences long.

No problem; just coordination with the town

Recommendation (Please state your recommendation here, along with the main points needed for approval of your request, at most 50 words.) Example: The Paonia Association recommends the Board pass an ordinance preventing elk from standing in the road.

Request use of town park for Cherry Days be granted, as well as approval of a Special Event Liquor license for July 3-4 and July 20-22.

What staff member have you spoken to about this? Please summarize your discussion:

Janira Vetter for the required paperwork.

Contact information:

Name: Robert E. Bushta
Physical Address: 502 Oak Ave
Mailing Address: Paonia, CO 81428
E-mail: bushta@tds.net
Daytime Phone: 970-424-6369

Print Form**Email Form**

Office Use Only:

Received: _____

Approved for Agenda: _____

Board Meeting Date: _____

Paonia Cherry Days

P.O. Box 1703

Paonia, CO 81428

paoniacherrydays@gmail.com

Town of Paonia Park/Event Registration Application

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

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

Applicant Name: Robert E. Bushta

Organization: Paonia Cherry Days

Mailing Address: P.O. Box 1703; Paonia, CO 81428

Telephone Number: 970-424-6369

Event Manager (if different than Applicant): - same -

Event Manager Telephone: - same -

Event Manager E-Mail: bushta@tds.net
paoniacherrydays@gmail.com

Please describe the event: This is the 77th
Cherry Days to be held over the
4th of July weekend

Event Date(s): _____ Event Hours: _____

Event Date(s): Monday July 3rd Event Hours: 11AM - 9PM

Event Date(s): Tuesday July 4th Event Hours: 7AM - 9PM

Event Date(s): _____ Event Hours: _____

Which park do you want to use?

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

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

No
 Yes, but we are not selling it.
 An On-Premise Liquor Application is required.
 Yes, and we would like to sell it.
 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 *will be*
 A list of vendors ~~is being~~ provided to the Town for tax compliance.
 We have contacted the Department of Revenue to work out how taxes will be submitted for the event; either electronically or manually.
 Vendors will be notified that tax compliance will be monitored.
 Chalk or tape are permitted to define vendor boundaries on the grass.

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

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

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

No
 Yes *Wow Factor Attractions will arrive Sunday July 2nd and some food vendors particularly with trailers will set up on July 2nd. Finally the beer garden will set-up the 2nd*

Pricing:

Half Day (4 Hours or less) \$ 100.00/day

Includes: 3 dumpsters and up to 5 vendors

Date Submitted _____ Amount _____

Full Day (4+ Hours until 10:00p) \$ 175.00/day

Includes: 3 dumpsters and up to 10 vendors

Date Submitted _____ Amount _____

Multi-Day Rate (3+ consecutive days) \$ 150.00/day

Includes: 3 dumpsters and up to 10 vendors

Date Submitted _____ Amount Waived by the Town Board

Additional Vendors (More than 10) \$ 5.00/ea

Date Submitted to be provided Amount _____

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

Date Submitted We will coordinate Amount _____

the placement of two roll off dumpsters with public works.

Any additional fees submitted (street closure, liquor licensing, etc):

Type: Special Event Permit \$ 250⁰⁰

(5 days - includes BMB Rally)

Banner Permit \$ _____

Street Closure Perm. \$ Waived

Date Submitted 5/31/23 Amount _____

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

TOTAL FEES SUBMITTED

\$ 250⁰⁰

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

Promotion:

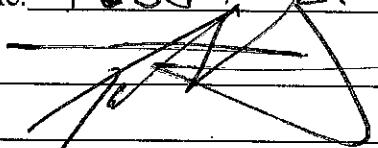
The Town is willing to promote your event by posting submitted material on the Town website, the Town of Paonia Facebook page, and/or a poster placed in the Town Hall entryway.

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

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

Signed and submitted this 31st day of May, 2023

Printed Name: Robert E. Baskin

Signature: 

Unless waived by Town staff, no less than one week before the event, a meeting **must** be scheduled with the Public Works Director, Town Clerk and the Police Chief, or designees to finalize all plans and coordinate last minute items.
Date of Pre-Event Meeting: _____

Application is deemed complete and is accepted. Employee Initials _____

Application requires Board of Trustee Approval.
Hearing Date: _____

Comments: _____



Paonia Cherry Days 2023

“Our Valley Home”

P.O. Box 1703 • Paonia, CO 8148 •
paoniacherrydays.com

Park/Event Registration Application Special Attachment

Alcohol Mitigation Plan: Paonia Cherry Days will offer beer and wine in the town park during Cherry Days, July 3 and 4, 2023. The alcohol will be served and must be consumed within the park limits (less the children’s playground). Cherry Days will provide barrier security for the park. Attendees will have their identification checked and a wristband applied once they are verified to be 21 or over. Servers will be educated in the serving of alcohol to prevent over consumption.

Medical Plan: The North Fork Ambulance Association has traditionally had a presence during Cherry Days, with water, a first aid tent, and an ambulance in the park. Cherry Days committee members will be instructed to call 911 if there is any doubt. Minor injuries will be treated by NFAA or in the Smith Center by first aid qualified committee members.

Parking Plan: Paonia Cherry Days will offer a minimum of four designated Handicap Parking spaces for attendees. All other festival attendees will be able to park on a first come, first served basis around the perimeter of the park and on adjacent side streets. We request 12 of the town’s traffic barriers be left on the east side of the Smith Center. Barriers will be used to limit traffic within the park during the festival (particularly on the 4th). Additionally, we request that barriers be left until Monday, July 25, so they may be used for the BMW Rally. Overflow parking is available at the Elementary School to the west and the Church of Jesus Christ of Latter-Day Saints to the northeast.

Safety Plan: The volunteer coordinators of Paonia Cherry Days have made every conscious effort to produce a festival with safety in mind for all attendees regardless of age. Paonia Cherry Days will be insured through Mountain West Insurance, with the Town of Paonia named as an additional insured. The policy will be finalized before the end of June and a copy of the insurance certificate will be provided to the town when it is received.

Security Mitigation Plan: Paonia Cherry Days will contract with High Mesa Security Services to provide two park security guards starting the evenings of Sunday, July 2 and Monday, July 3, ending the following mornings (10 PM until 8 AM). Any additional police presence from the Paonia Police Department would be greatly appreciated.

For further information, please contact: Bob Bushta 970-424-6369.

Town of Paonia Temporary Banner Permit

Organization Name: Paonia Cherry Days
Address: P.O. Box 1703 Paonia, CO 81428
Contact Person: Robert E. Bushta Telephone #: 970-424-6369

Event: Cherry Days Date(s): July 3-4, 2023

This permit is good for local events only.
Organization must be registered non-profit.
\$50.00

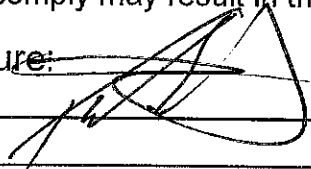
Banner Specifications:

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

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

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

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

Applicant Signature:  Date: 5/31/23

Town of Paonia Use Only		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Signed: _____		

Town of Paonia Application for Street Closure

Organization Name: Paonia Cherry Days
Address: P.O. Box 1703 Paonia CO 81428
Contact Person: Robert E. Bushtz Telephone #: 970-424-6369

Date of Requested Street Closure: 7/4/23

Start Time	End Time	Street(s) and Block(s) Requested for Closure
8 AM	11:30 AM	Main from 2nd up to 1st, from 1st on Grand to 3rd, 3rd to Oak, and Oak to 4th (east park entrance down to west park entrance)

Number of Participants Expected: 3000

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

1. A copy of general liability insurance policy;
 2. A check in the amount of \$25.00 per hour of street closure (minimum one hour)
 3. *A check in the amount of \$500.00 for deposit to be held by the Town of Paonia (The deposit will be returned to the applicant following the event in full if the street(s) are in the same condition prior to closure);
 4. Written proof of notification to all adjoining property owners and businesses; and written description of any vending and/or commercial activity occurring during the event.
- * I acknowledge and agree that The Town may draw on my organization's deposit upon my organization's (1) failure to ensure the removal of all barricades, event organizer and vendor equipment and personal property, trash containers and receptacles, and any other items placed by my organization or vendors in the event area by such time as the event is required to conclude as established in this permit, or (2) upon my organization's failure to return the event area free of trash and to the condition existing prior to the event within twelve (12) hours of the conclusion of the event.*

Applicant Signature: [Signature] Date: 5/31/23

Comments from Chief of Police or Proxy: _____

Town of Paonia Use Only		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Signed: _____		

Application for a Special Events Permit

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

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge Or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day

2170 Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: **Paonia Cherry Days** State Sales Tax Number (Required): **32934720**

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
**P.O. Box 1703
 Paonia, CO 81428**

3. Address of Place to Have Special Event (include street, city/town and ZIP)
**Paonia Town Park
 704 4th Street
 Paonia, CO 81428**

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate Robert E. Bushta	[REDACTED]	502 Oak Ave, Paonia CO 81428	970-424-6369

5. Event Manager: **- Same -**

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?
 NO YES HOW MANY DAYS? _____

7. Is premises now licensed under state liquor or beer code?
 NO YES TO WHOM? _____

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

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

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
7/3-4/23	11 a.m.	10 p.m.	7/25-28/23	11 a.m.	12 a.m.						

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

Signature:  Title: **President, Paonia Cherry Days** Date: **5/31/23**

Report and Approval of Local Licensing Authority (City or County)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County): City County Telephone Number of City/County Clerk: _____

Signature: _____ Title: _____ Date: _____

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

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

Application Information and Checklist

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

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

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

~~N/A~~ Check payable to the Colorado Department Of Revenue

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

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

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

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

PAONIA CHERRY DAYS

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20133008064.

The status of its registration is **Good**, and this status has been in effect since 04/18/2023.

The organization's registration expires on 05/15/2024.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 06/06/2023.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 06-06-2023 13:36:13



Jena Griswold

Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.

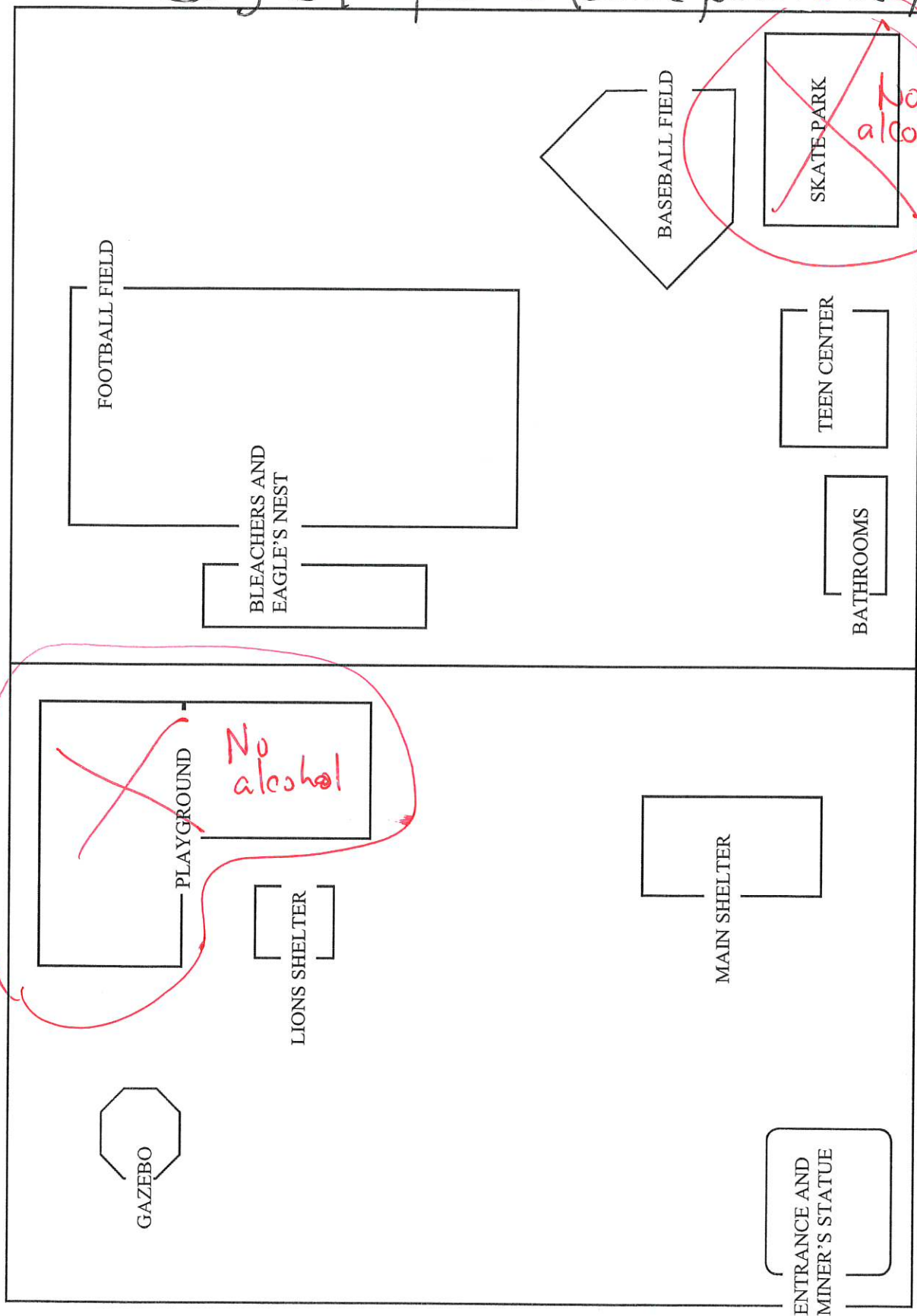
Panola Cherry Days Liquor Containment July 3 & 4, 2023 (Entire park minus youth areas)

TOWN PARK MAP

FIFTH STREET

FOURTH STREET

NORTH FORK AVENUE



1.

55



NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Paonia Cherry Days for
Paonia Cherry Days + the
BMW Rally (July 3rd + 4th + July
20-22, 2023)

HAS REQUESTED THE LICENSING OFFICIALS OF Town of Paonia
TO Grant
LICENSE AT: Paonia Town Park

HEARING ON APPLICATION TO BE HELD AT:

Paonia Town Hall, 214 Grand Ave on June
13, 2023 @ 6:30 pm

TIME AND DATE: June 13, 2023 6:30 pm

DATE OF APPLICATION: May 31, 2023

BY ORDER OF: Paonia Town Clerk

OFFICERS: Paonia Board of Trustees

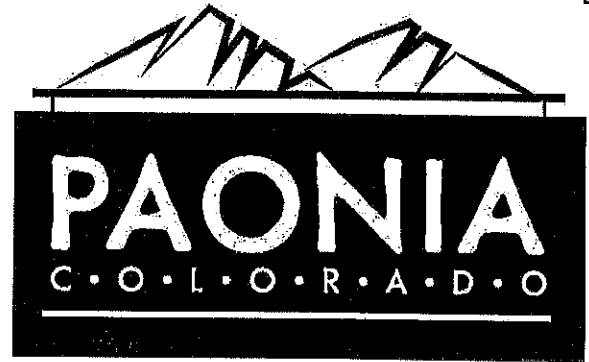
ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

Liquor and Beer License Hearing Sign

* GRANT, RENEW, OR TRANSFER OWNERSHIP OF

16A103 BUSINESS INK

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



Here are things you need to know:

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

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

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

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

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

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

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

Name of Requester or Presenter: *Robert Bushta*

Representing: (Group or Agency name, or Self) *Smith Center Board for BMWmce*

Date of submittal: *5/31/23*

Date of Requested Board Meeting: (Insert Board Meeting date) *6/13/23*

Specific request:

Approval of Paonia Town Park for annual Top of the Rockies BMWmce Rally

Describe the problem that requires resolution* or the topic(s) to be presented:

***The Problem**

- What is the problem that needs to be addressed?
- Please start with defining the problem, not describing the solution.
- Please explain briefly why it is essential that the Town address this problem.
- This section should be no more than 4-5 sentences long.

No problem; just coordination with the town

Recommendation (Please state your recommendation here, along with the main points needed for approval of your request, at most 50 words.) Example: The Paonia Association recommends the Board pass an ordinance preventing elk from standing in the road.

Request use of town park be granted for
19-23 July.

What staff member have you spoken to about this? Please summarize your discussion:

Samira Vetter for the paperwork.

Contact information:

Name: Robert E. Bushta

Physical Address: 502 Oak Ave

Mailing Address: Paoia, CO 81428

E-mail: bushta@tds.net

Daytime Phone: 970-424-6369

Office Use Only:

Received: _____

Approved for Agenda: _____

Board Meeting Date: _____

Print Form

Email Form

Town of Paonia Park/Event Registration Application

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

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

Thank you~

Applicant Name: Robert E. Bushtz

Organization: Smith Center Board for BMWCC

Mailing Address: 502 Oak Ave Paonia, CO 81428

Telephone Number: 970-424-6369

Event Manager (if different than Applicant): - same -

Event Manager Telephone: - same -

Event Manager E-Mail: bushtz@tds.net

Please describe the event: This is the 34th Top of the Rockies BMW Rally held in Paonia. The Smith Center Board serve as local hosts.

Event Date(s): Wed, July 19 Event Hours: Set-up day; advance party camping starting @ 3PM

Event Date(s): through Event Hours:

Event Date(s): Sun, July 23 Event Hours: 24 hours a day through

Event Date(s): Event Hours: about 10 AM Sunday

This year's rally will have around 600 motorcycles and campers in the park.

Which park do you want to use?

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

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

No
 Yes, but we are not selling it. *(Pasnica Cherry Days will provide the beer/wine garden)*
 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 *will be*
 A list of vendors ~~is being~~ provided to the Town for tax compliance.
 We have contacted the Department of Revenue to work out how taxes will be submitted for the event; either electronically or manually.
 Vendors will be notified that tax compliance will be monitored.
 Chalk or tape are permitted to define vendor boundaries on the grass.

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

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

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

No
 Yes Included in the additional information

Pricing:

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

Full Day (4+ Hours until 10:00p) \$ 175.00/day
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted _____ Amount _____

Multi-Day Rate (3+ consecutive days) \$ 150.00/day
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted _____ Amount Waived by Town Board

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

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

Any additional fees submitted (street closure, liquor licensing, etc):
 Type: _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Date Submitted 5/31/23 Amount 0

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

TOTAL FEES SUBMITTED \$ 0

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

Promotion:

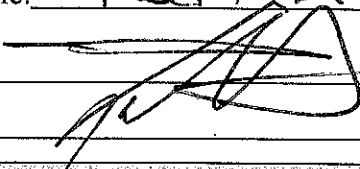
The Town is willing to promote your event by posting submitted material on the Town website, the Town of Paonia Facebook page, and/or a poster placed in the Town Hall entryway.

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

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

Signed and submitted this 31st day of May, 2023

Printed Name: Robert E. Bushka

Signature: 

Unless waived by Town staff, no less than one week before the event, a meeting **must** be scheduled with the Public Works Director, Town Clerk and the Police Chief, or designees to finalize all plans and coordinate last minute items.
Date of Pre-Event Meeting: _____

Application is deemed complete and is accepted. Employee Initials _____

Application requires Board of Trustee Approval.
Hearing Date: _____

Comments: _____

TOWN OF PAONIA, COLORADO

PERMIT #: _____

APPLICATION FOR AN ON PREMISES LIQUOR PERMIT

Under section 6-2, "Permit for Public Consumption and Possession" Town of Paonia Criminal Code, the following information shall be obtained before a permit to consume or possess alcohol within the Town limits of Paonia shall be issued.

You must be at least 21 years of age to apply for this permit.

Name: Robert E. Rusitz
Address: 502 Oak Ave Telephone Number: 970-424-6369
Paonia, CO 81428

Submit Copy of Drivers License

Employer: DCSD & USMC (Retired)

Organization or Group: Smith Center Board for JMWMC

Briefly describe the activity to be conducted by applicant or group:

The Top of the Rockies will have up to 600 bikes & campers in the Paonia Town Park

Number of people expected to participate: 600

Date(s) of Permit: 20-22 July 23 Hours: 12 midnight - 12 midnight

To the best of your knowledge have you or anyone in your organization or group ever been convicted of any criminal offense other than traffic? No

If yes, please explain: _____

This permit shall be valid only during the date(s) and hours requested above and not to exceed 48 hours. Permit issued hereunder may be revoked by the Town of Paonia at any time. Permit shall be posted in a conspicuous place at all times. I/we understand the State Liquor Laws and realize I/we can be held responsible for serving persons under 21.

I/we agree to the clean up of the site after the event. I swear all information listed above is true and correct to the best of my knowledge.

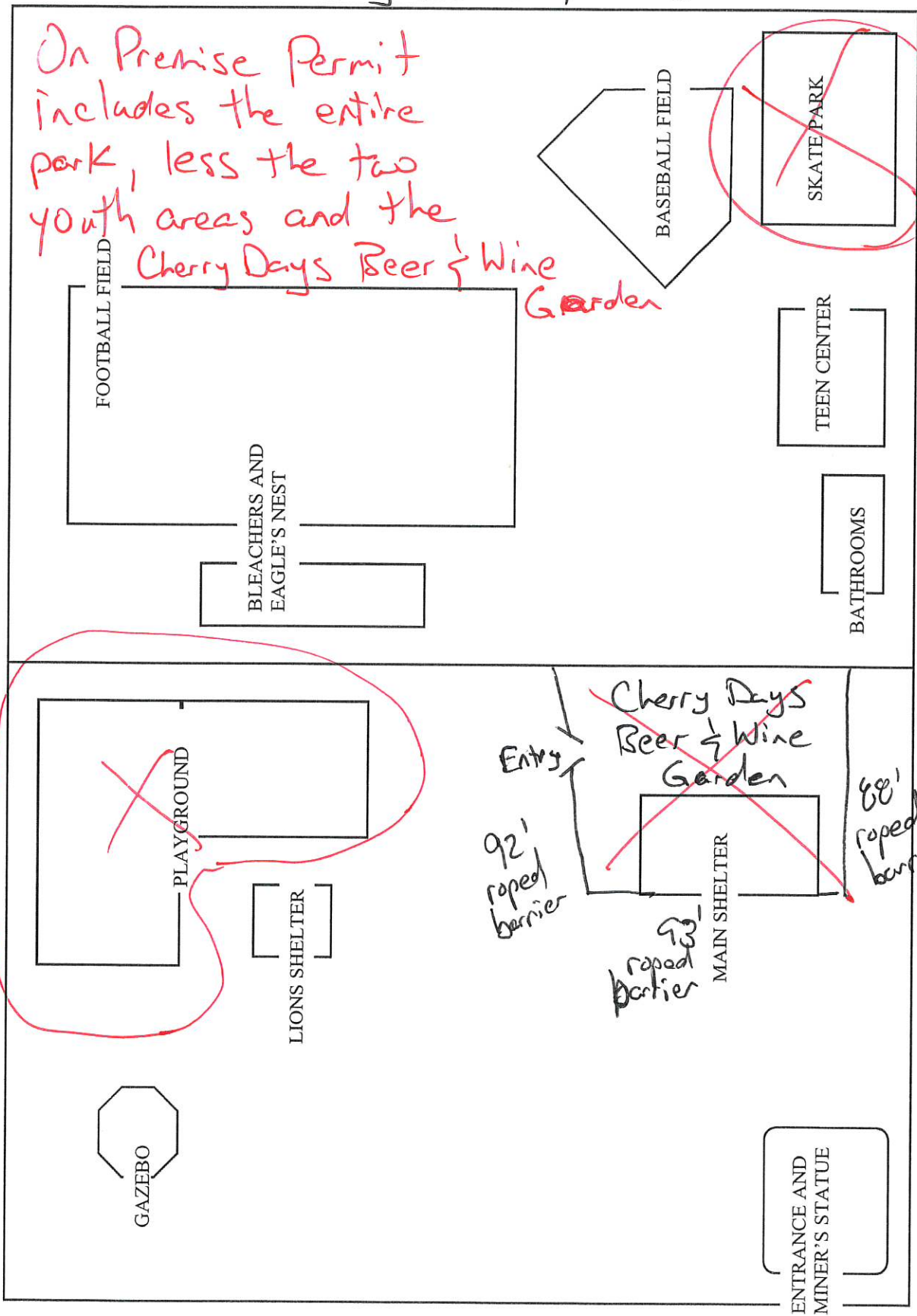
Signature: [Handwritten Signature]

Authorized by: _____ Date: _____
Chief of Police

Comments: _____

BMW Rally Liqueur Containment July 20-22, 2023

TOWN PARK MAP



NORTH FORK AVENUE

FIFTH STREET

FOURTH STREET

GAZEBO

LIONS SHELTER

PLAYGROUND

BLEACHERS AND EAGLE'S NEST

FOOTBALL FIELD

BASEBALL FIELD

SKATE PARK

TEEN CENTER

BATHROOMS

~~Cherry Days Beer & Wine Garden~~

92' roped barrier

92' roped barrier

MAIN SHELTER

68' roped barrier

ENTRANCE AND MINER'S STATUE

On Premise Permit includes the entire park, less the two youth areas and the Cherry Days Beer & Wine Garden

20232 BMW Rally Additional Information:

The local event manager (Robert Bushta) lives right across the street and can be contacted 24 hours a day (970-424-6369). If something occurs during the event that requires police or town attention, and he isn't doing the notification, please contact him.

Liability Insurance will be taken out by BMWCC and will be forwarded by email.

Medical/Safety will be handled through 911.

Parking Plan: Bikes will not park on the grass. They will be parked around the perimeter of the park, as well as in designated areas on the pavement within the park. The only four-wheeled vehicle parking will be on the east side of the Smith center, by the skate park. Additional four-wheeled vehicle parking (overflow) will be available at Paonia Elementary. We have requested 12 of the town's traffic barriers for Cherry Days and requested that they remain until Monday, July 25 for the rally.

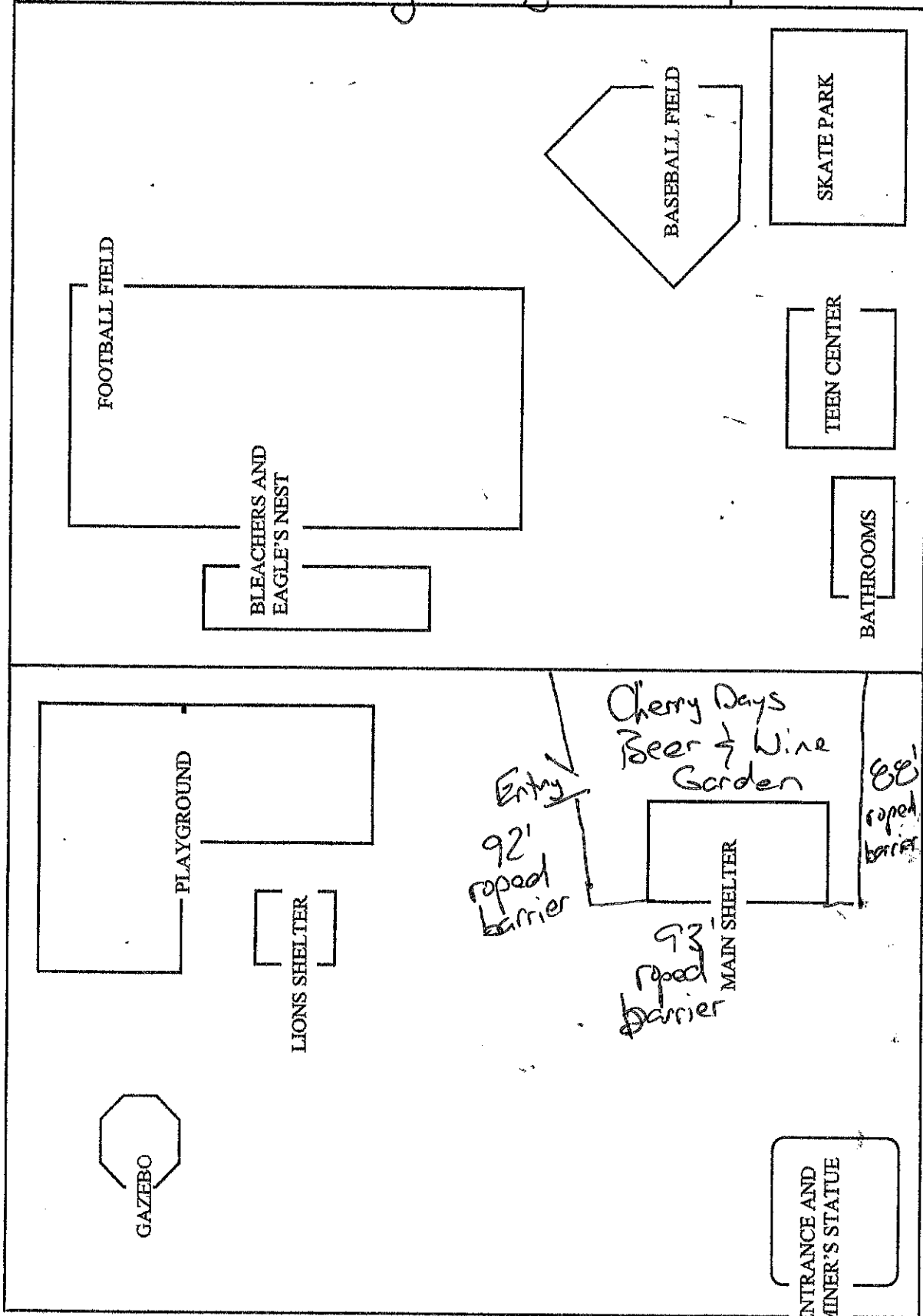
Security/Alcohol Mitigation Plan: The BMWCC will request to view government issued IDs of participants during registration and issue colored wristbands based on age (the few, if any, participants under 21 will receive a different color wristband). The Cherry Days beer garden will honor rally wristbands and conduct identification checks and issue unique wristbands to non-rally adults (volunteers, vendors, community visitors, etc.) who wish to drink in the beer garden. Servers will be educated in the serving of alcohol to prevent over consumption. A roped and lighted barrier will designate the Cherry Days beer garden perimeter and Cherry Days will provide barrier security for the perimeter. Although an On Premise Liquor Permit will cover the camping area, **alcohol will not be allowed to pass in or out of the Cherry Days Beer Garden. They will be two distinct areas.** The event coordinator and the BMW Rally Master, will both be there every night and will walk through the park several times during the evening to oversee the On Premise area and to ensure there is no under age drinking (wristband checks). They will also ensure that there are no glass bottles in the park.

Early Camping: We request early camping in the park on Wednesday the 19th for the BMWCC advance party, as well as late camping on Sunday the 23rd, for the four or five people who may request to stay one additional night. If we have any stay an additional day, we will relocate them to the area around the Smith Center. The town has granted this early and late camping for all of the fifteen years I've been associated with the rally.

Cherry Days liquor Containment for BMW Rally July 20-22, 2023

TOWN PARK MAP

FIFTH STREET



FOURTH STREET

NORTH FORK AVENUE

Town of Paonia

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Staff Reports

To: The Honorable Mayor Mary Bachran and Board of Trustees

From: Leslie Klusmire, Interim Town Administrator

RE: Administrator's Report

Date: June 13, 2023

Town Administrator Search: The Board is in the second interview process with several well-qualified candidates.

Report on the Town's financial management and data: Professional Management Systems has completed the financial statement for the audit. We'll be putting that in motion soon.

I sent you a draft budget structure. Michelle will have that in place in July. In the 2022 audit, you will still see the old funds because they were in place at the end of the year.

Amanda has completed Caselle training and is doing an outstanding job at learning new skills and thinking critically. I've had comments from others that the finance staff is making it easier for everyone to do business with them.

I worked with the department heads to allocate payroll between the governmental and enterprise funds, and those allocations have been sent to Michelle and will be entered into the system.

Next week, we are meeting with Professional Management Systems to set up a Grant Management System. Because the Town did not employ one, we missed many report filings and grant closeouts. We cannot locate files for some of the grants we have. The grants themselves are spread throughout the budget. For some reason, grants were considered projects rather than revenue to fund projects. That will all be sorted out during the accounting restructuring.

Dorris Sewer Line Replacement: The State of Colorado Department of Local Affairs funded our request for 50% of the Dorris sewer line replacement costs. James Starnes of RESPEC/JDSHydro is completing the bid package. We are behind and hope to get this done this year. We can fast-track it.

Hydrogeology Study and Spring Metering: Complete funding is expected soon. We can proceed with some work with partial funding. The Board will need to approve a contract for the project and the grant contracts.

Flood Situation: We’ve only had some insignificant damage from flooding. It is predicted that the peak is past. And we don’t know, so folks should continue to be vigilant.

SH 133 remains closed in the Somerset area both ways. An update on installing the temporary bridge to reopen the highway is attached to this report.

The Town is monitoring dangers to our residents and updating the flood page on the website regularly. Thank you to Rueben Santiago for managing the information flow. While we are concerned about property damage, our main concern remains to keep people – especially children – safe.

Health Insurance and Other Benefits: The Board sets the policy for benefits in the Town at the recommendation of the Town Administrator. We can find no record that the Board approved an update to the personnel code that indicates the health insurance benefit. The historical knowledge is that the Town pays 90% of the employee health benefit and 50% of the employee benefit. The Finance Director extended the Town’s 90% share to all employees and dependents. Neither policy was ever approved. My guess is that someone thought the budget sets personnel policy, but that’s not true. It just sets the annual budget expense for the Town portion of the health benefit. In addition, some employees were told different information. The Board needs to establish a health benefits policy. A memo in your packet has some options to guide the discussion.

Reconstruction of Intersection at 5th and Grand: SGM has sent in a scope of work to complete the engineering for the reconstruction of the intersection, which will be funded mainly by CDOT money. The Board will need to approve it.

My schedule: My family will be in Town July 13 through 18th. I have some Town business during that time but mostly will be unavailable except for emergencies. I will be at CML from the 25th through the 28th. These dates include the BOT meeting. I plan to attend that meeting from CML. The Mayor and the Town Attorney are also going, and I assume we are all zooming in.

Planning Grant for Code, Resolutions, Ordinance, and Personnel Policy Revisions: We will submit an administrative grant request for 50% of the cost of revising these items.



COLORADO
Department of Transportation

CO 133 Emergency Culvert Repair Project

Traffic Impacts: week of Monday, June 12-16



Temporary bridge starting to be assembled



East side concrete pour for the temporary bridge foundation

- Crews have started to assemble the temporary bridge structure. The parts for the bridge arrived early this week as anticipated. The images above show the temporary bridge assembly and the concrete foundation work to support the temporary bridge. The R.L. Wadsworth team is working seven days a week at the project location.
- Construction of the temporary bridge launching mechanism has also started. This mechanism will allow the crew to slide the bridge into place onto the concrete foundation.
- Our flaggers have seen an uptick in people speeding through the work zone. This is an active work zone so please drive the posted speed limit of 40 mph through the cone zone.
- The project hotline has also experienced an increase in requests for “day passes.” The only passes that are available to the traveling public are for landowners in the impacted area of Somerset. We understand the difficulty of traveling around the area but must maintain the integrity of the temporary detour in that location to keep emergency access, if needed, open.
- The temporary bridge will allow CO 133 to reopen to motorists.
- Kebler Pass remains closed due to damage to the roadway. Gunnison County does not have an estimated time for opening. For more information please click on this link: [News Flash • Gunnison County, CO • CivicEngage](#). Please do not follow GIS or Google maps to roadways that do not support vehicle traffic at this time.

- **Anticipated Travel Impacts**

Once the temporary bridge is in place and CO 133 is safely reopened for the traveling public, there will be a lowered speed limit of 40 mph. Commercial motor vehicle traffic will be restricted to 85,000 lbs and 11-foot width.

For additional information about this project and to sign up for email updates, please reach out to:

Emergency Project hotline: 970.279.3309
Email: CO133CulvertRepair@gmail.com
Website: <https://www.codot.gov/projects/co133bowieculvert>



Paonia Police Department

DEPARTMENT BRIEFING: SUMMARY OF PROGRESS

06/01/2023

- The Police Department would like to encourage everyone to sign up for Delta County Alerts. This notification system is an extremely valuable resource for notifying community members of active or imminent emergencies. A link to sign up can be found on the Town of Paonia and Paonia Police Department websites.
- With the summer travel season ramping up and the increase in auto/pedestrian volume, the department has been working with Public Works to identify signage that may need to be replaced or updated. The work is ongoing, but hopefully updated/newer signs will help alleviate visitor confusion and the often-accompanying aggravation.
- Members of the department attended less lethal training and certified with several methods of less lethal applications. Moving forward this training will be an annual training requirement.
- The department had several radar units tested and recertified. These certifications are required, and the radar equipment is now back in service in a portion of the patrol cars.
- Now that school is out the department is establishing targeted traffic enforcement zones for early morning and afternoon time frames. The speed trailer has been serviced and will be put into operation in high volume areas over the next couple months.

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 05/02/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:55:28	Parking Problem	3RD ST, Paonia, CO	PPD	PPD	
14:46:54	Traffic Stop	ONARGA AVE, Paonia, CO	PPD	PPD	CIT

Total Incidents for this Date: 2

Date Occurred: 05/06/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:28:10	CITIZEN ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 05/08/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:03:35	Parking Problem	NORTH FORK AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 05/09/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:27:31	WELFARE CHECK	3RD ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 05/10/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:30:28	ANIMAL CONTROL	BOX ELDER AVE, Paonia, CO	PPD	PPD	
14:49:47	Information	ORCHARD AVE & 3RD ST, Paonia, CO	PPD	PPD	
15:47:05	Information	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 3

Date Occurred: 05/11/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:09:58	911/hangup	CLARK AVE, Paonia, CO	PPD	PPD	
21:00:30	Disturbance	ONARGA AVE onarga, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 05/12/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:06:21	AGENCY ASSIST	N 6TH ST, Hotchkiss, CO	PPD	HPD	
18:57:19	911/hangup	2ND ST, Paonia, CO	PPD	PPD	
22:25:23	SUSPICIOUS	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 05/13/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:17:56	HARASSMENT	GRAND AVE & 2ND ST, Paonia, CO	PPD	PPD	
12:22:36	WELFARE CHECK	ALDER DR, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 05/14/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:01:23	911/hangup	DORRIS AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 05/15/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:23:41	Parking Problem	ONARGA AVE, Paonia, CO	PPD	PPD	
11:35:21	Certified Vin	GRAND AVE, Paonia, CO	PPD	PPD	
15:37:56	Traffic Stop	5TH ST & GRAND AVE, Paonia, CO	PPD	PPD	
16:18:11	HARASSMENT	SAMUEL WADE RD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 4					

Date Occurred: 05/16/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:07:39	Information	GRAND AVE; Paonia, CO	PPD	PPD	
12:57:02	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
17:48:37	SHOPLIFTING	2ND ST, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 3					

Date Occurred: 05/18/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:48:24	SUSPICIOUS	ONARGA AVE, Paonia, CO	PPD	PPD	UTL
Total Incidents for this Date: 1					

Date Occurred: 05/19/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:07:17	SUSPICIOUS	OAK AVE, Paonia, CO	PPD	PPD	
10:13:59	Code Enforce	2ND ST, Paonia, CO	PPD	PPD	WW
10:19:30	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
14:24:53	911/hangup	NORTH FORK AVE, Paonia, CO	PPD	PPD	UTL
Total Incidents for this Date: 4					

Date Occurred: 05/20/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:46:37	Information	ONARGA AVE, Paonia, CO	PPD	PPD	
09:40:54	ANIMAL CONTROL	SAMUEL WADE RD, Paonia, CO	PPD	PPD	UTL
Total Incidents for this Date: 2					

Date Occurred: 05/21/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
22:44:52	CITIZEN ASSIST	MEADOWBROOK CT, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 05/23/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:07:29	Information	GRAND AVE, Paonia, CO	PPD	PPD	
12:16:44	TRAFFIC	5TH ST & BOX ELDER AVE, Paonia, CO	PPD	PPD	CIT
18:14:45	Information	OAK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 05/24/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:43:42	Traffic Stop	3RD ST, Paonia, CO	PPD	PPD	CIT
14:55:07	Traffic Stop	3RD ST & OAK AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 2					

Date Occurred: 05/25/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:25:37	Disturbance	4TH ST, Paonia, CO	PPD	PPD	UTL
Total Incidents for this Date: 1					

Date Occurred: 05/26/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:41:52	CRIM MISCHIEF	MAIN ST, Delta, CO	PPD	DPD	
15:45:08	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
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Total Incidents for this Date: 2

Date Occurred: 05/27/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
21:35:48	Traffic Stop	5TH ST & GRAND AVE, Paonia, CO	PPD	PPD	CIT

Total Incidents for this Date: 1

Date Occurred: 05/29/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:50:14	Information	ORCHARD AVE, Paonia, CO	PPD	PPD	
14:52:42	Information	apple valley park	PPD		

Total Incidents for this Date: 2

Date Occurred: 05/30/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:51:42	Traffic Stop	4TH ST & NORTH FORK AVE, Paonia, CO	PPD	PPD	CIT

Total Incidents for this Date: 1

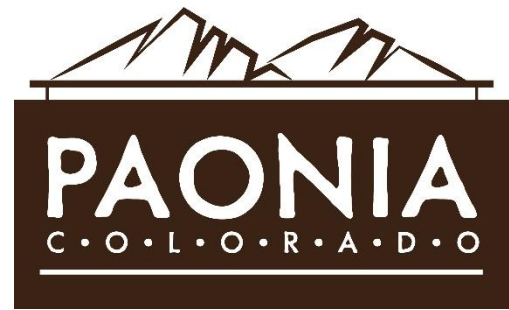
Total reported: 43

CIT - 7, WW - 1, UTL - 2

Citation = CIT
 Written Warning = WW
 Unable to Locate = 4

Report Includes:

All dates between `00:00:01 05/01/23` and `00:00:01 05/31/23`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities



Town Board Staff Report

Subject: Project list for May 2023

Author: Public Works Director Cory Heiniger & Supervisor Jason Erickson

Representing: Public Works

Date: 6/13/2023

Completed Projects

- Replaced 10-inch butterfly valve and pneumatic rack & pinion actuator (2 mill plant)
- Replace pilot valve at (2 mill plant)
- Sanded and stained Poulos park bench
- Pot holed all over town
- Had storm drain jetted from Main to Niagara on 1st Street
- Graded all alley ways from Main to North Fork on the 200 and 300 blocks
- Fixed all toilets at Apple Valley
- Fixed irrigation at Apple Valley
- Planted trees at Lee's Trailer Park
- Fixed 70' of irrigation at Town Park next to teen center across the road into the football field
- Replumbed irrigation at Town Park and fixed sinks at park
- Fixed a GFI outlets due to vandalism
- Fixed 6-wheeler (new carburetor)
- Got all measurements for Town Park stage remodel
- Dug up and fixed sewer on Clark Ave
- Hauled 9 loads of dirt to Clark Ave trail project
- Street swept from Samuel Wade Bridge-Rio Grande on 1st-4th Street
- Pumped out manhole and sewer lagoon ongoing process
- Fixed irrigation at Poulos Park

- Replaced meter pit behind library
- Town Park dumpster repair
- Removed tree from Apple Valley Park (Minnesota Creek)
- Filled 50 sandbags for flood preparation
- Read all meters in our jurisdiction

Town of Paonia

82



Art at the Hearth- 138 Grand

Rec'd: 5/23/23

Sent for



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

Here are things you need to know:

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

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

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

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

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

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

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

Public Art at the Hearth

Name of Requester or Presenter:

Representing: (Group or Agency name, or Self) The Learning Council: Build Guild

Date of submittal: May 22,2023

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

Specific request:

***The Problem**

Describe the problem that requires resolution* or the topic(s) to be presented:

- What is the problem that needs to be addressed?
- Please start with defining the problem, not describing the solution.
- Please explain briefly why it is essential that the Town address this problem.
- This section should be no more than 4-5 sentences long.

Our request is not problem based. We would like to share with the Town Trustees and employees about our upcoming art installment "Rooted Memory Flowering Beauty".

We request to be on the agenda for Tuesday Jun 13, 2023 .

The Learning Council (TLC) has initiated a community development project called "The Build Guild". The Build Guild is a collective of artist-builders who "Build Art, that Builds Community, that Builds More Art".

TLC is commissioning Build Guild Artists to teach Skill Build Workshops and to fabricate a sculptural work titled "Rooted Memory Flowering Beauty" which is proposed to be installed on the facade of The Hearth, located at 138 Grand Ave.

TLC is requesting The Town of Paonia to review the concept of this sculpture, illuminate any concerns regarding the concept, and to commit support to the process and production of public facing art and architecture that simultaneously beautifies the civic realm while facilitating remembrance of diverse ancestries and inspires the fertile futures that are sure to spring forth from the intersections of our collective past.

Recommendation (Please state your recommendation here, along with the main points needed for approval of your request, at most 50 words.) Example: The Paonia Association recommends the Board pass an ordinance preventing elk from standing in the road.

We who are the current stewards of this place understand that local bounty and beauty is the result of cultural and biological diversity that springs forth from hybrid sources; for we know all too well the damage done by monocropping, monoculturalism, outsourcing, and ideological capture.

The support of creative and constructive projects that aim to build civic resiliency and civic mindedness rooted in the memories and realities of placed based peoples whose origins are complex and dreams are diverse, is in our opinion a most important part of the work of stewards placed in trust of the common good of those whom currently reside in the town and surrounding hills and fields as well as those whom are to come in a time beyond our time.

The Learning Council recommends the Board to record a Memorandum that states a position in full support of the project: "Rooted Memory Flowering Beauty": An architectural/sculptural in metal to be installed on the facade of the Hearth: a work produced by the Build Guild and participants of the Skill Build Workshops that are designed to build skills in metal working while simultaneously being activities that forge friendships among diverse folks in our community.

What staff member have you spoken to about this? Please summarize your discussion: This has not really been discussed with the staff and board of trustees, this is why we are requesting to be on the agenda.

Contact information:

Name: Alicia Michelsen

Physical Address:

138 Grand Ave

Mailing Address:

PO Box 1744

Paonia, Co 81428

E-mail: Alicia@thelearningconcil.org

Daytime Phone: 970-433-5852

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Office Use Only:

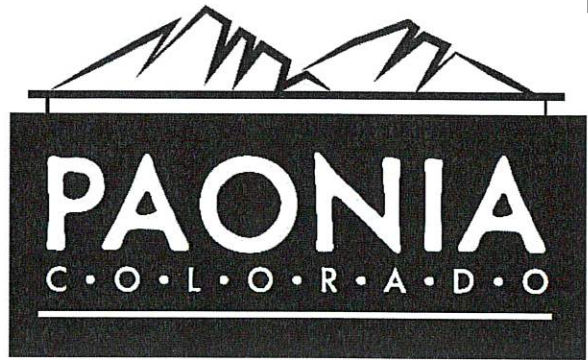
Received:

Town of Paonia



Consideration of Request to install speed limit signs on 3rd St and on Rio Grande Avenue - Graves

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



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

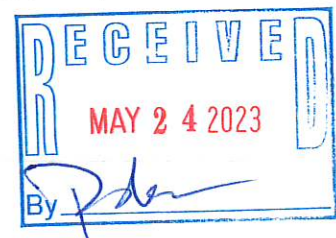
Name of Requester or Presenter:

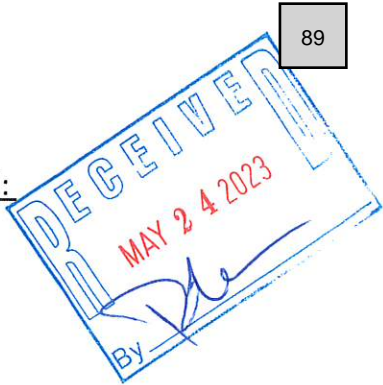
Representing: (Group or Agency name, or Self)

Date of submittal:

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

Specific request:





Describe the problem that requires resolution* or the topic(s) to be presented:

***The Problem**

- What is the problem that needs to be addressed?
- Please start with defining the problem, not describing the solution.
- Please explain briefly why it is essential that the Town address this problem.
- This section should be no more than 4-5 sentences long.

Speed Signage on 3rd St & Rio Grande.

Safety signs near Apple Valley Park.

Recommendation (Please state your recommendation here, along with the main points needed for approval of your request, at most 50 words.) Example: The Paonia Association recommends the Board pass an ordinance preventing elk from standing in the road.

No speed limit signs are posted on 3rd st. or on Rio grande. Maintenance & Police say they need a motion from Council to install speed limit signs

What staff member have you spoken to about this? Please summarize your discussion:

Dave K suggested this be on agenda for April 13th



Contact information:

Name: Ben Graves
Physical Address: 1004 3rd St.
Mailing Address:
E-mail: Same benjgraves@gmail.com
Daytime Phone:

Paonia CO
61428

Office Use Only:
Received: 5-24-23 [Signature]
Approved for Agenda:
Board Meeting Date:

Print Form

Email Form

Dear Town Council:

My family and I live on the corner of Rio Grande and Third St. We moved here from Delta in 2016 and like many residents, chose Paonia because it was the perfect place to raise our family. We especially liked our neighborhood for the access to parks and open space and low-traffic streets. As we all know, Jumbo Mountain is “on the map” and is attracting bikers and hikers from all of the region. There also is quite a lot of residential construction throughout town bringing tradespeople hauling lumber, concrete and construction supplies.

These two issues came to a head on Saturday April 29th with the “Hestival” at Big Bs. Hundreds of mountain bike tourists came to town and were encouraged to go riding on the Jumbo trails. I was on the sidewalk on 3rd St. with my 4 and 6 year old and watched a parade of bikers and vehicles with bikes descend on Town. Since many did not have service, they were “lost” trying to find the Jumbo trailhead. I spoke to a few visitors and pointed them in the right direction, however many sped down 3rd St. at 40mph frustrated with the lack of wayfinding to the trailhead. I asked a driver why he was going so fast through this residential neighborhood and he replied that he had no idea what the speed limit was. To slow the incoming traffic, I made my own speed limit sign and posted it on the corner of Rio Grande and 3rd.

I start this with a story to emphasize the need for posted speed limits in Town. With the influx of tourists and construction traffic, we have a lot of newcomers who do not understand the speed limits in town. I surveyed the streets and found not 1 speed limit sign on 3rd st. east of Grand Ave. On 2nd st, the only signs are west of the tracks. I could not actually find ANY speed limit signs east of the railroad tracks. I was contacted by the Paonia PD Chief about my homemade sign. He replied that we need a motion from the council to install speed limit signs. The PD has been citing people on Rio Grande for speeding

There is an excellent study conducted in the SF Bay Area that showed that speed and width of streets were directly correlated. Rio Grande, 2nd St and 3rd St east of the railroad tracks are wider than other Paonia streets and have less on street parking; therefore it is natural for people to speed.

I dived deep into the literature to learn about signage and pedestrian safety. It is widely cited that signs need to meet 5 elements in order to be effective: The first is to fill a **need**, The other four basic requirements are **command attention, convey a clear and simple meaning, command the respect of road users and give adequate time for proper response.**

In this first request, my family and our neighbors are coming to Council to request that speed limit signs be installed along 2nd, 3rd, and Rio Grande. These are especially wide streets and are “feeder” streets. There is a need for signage because people don’t know the speed limits. Please see attached map.

The second request is to install wayfinding to the Apple Valley Park / Jumbo Trailhead. This is part of the Paonia Recreation Master Plan. There is a need from visitors and residents to understand the safe route to and from the trailhead. As the BLM adopts the trail plan there will

be more opportunities to leverage BLM support for the Apple Valley Trailhead, but in the interim, a few signs will be sufficient.

The final request is to sign safe pedestrian crossings at Apple Valley Park at Pan American and the new proposed crossing at Vista Dr. The Apple Valley entrance is notoriously dangerous for pedestrians (see attached photo.) My hope is that this can be marked with a blind curve and replace the “slow” sign with something more appropriate.

The Vista Dr crossing was discussed at a prior council meeting. The residents and HOA of Vista Dr. would like to have a safe and signed crossing in order to accommodate increased resident and visitor pedestrian traffic.

The Nature Connection has worked with the North Fork Pool Park and Recreation District and the Town of Paonia in the past to sign trail crossings and pedestrian crossings. We may have some budget in a CPW planning grant related to connecting schools to trails to help install some of the crossings at Apple Valley.

I researched the material cost of signing these intersections and speed limits. These sign costs are from Nature Connection’s preferred supplier (Utah Dept. of Corrections) who offers a discount to non-profits or schools. This does not include labor for driving posts into the ground.

Thank you for your consideration,

Ben Graves
1004 3rd St.

Request:



9 speed limit signs on 2nd and 3rd East of tracks
 1 speed limit on 3rd west of tracks. (\$500)
 Blind Curve sign on Rio Grande x Pan American

3 Pedestrian X ing signs with 2 arrows each arrows (\$285)
 With 2 neon speed limit signs attached (\$120)

Jumbo wayfinding signs: 4 total: at Rio Grande x 3rd and 2nd and Vista (\$100)

Approximate Budget:

Sign Posts:

Bulk U channel 6 ft posts: box of 50 \$450 (\$9 each) or available locally \$15-\$25 each

\$45 per sign Ped/bike

\$45 for Blind Curve

\$25 per arrow

\$30 trail xing

24" x 30" speed limit: \$50 each (extra \$10 for neon)

\$200 shipping

Examples:



Speeds Versus Street Width

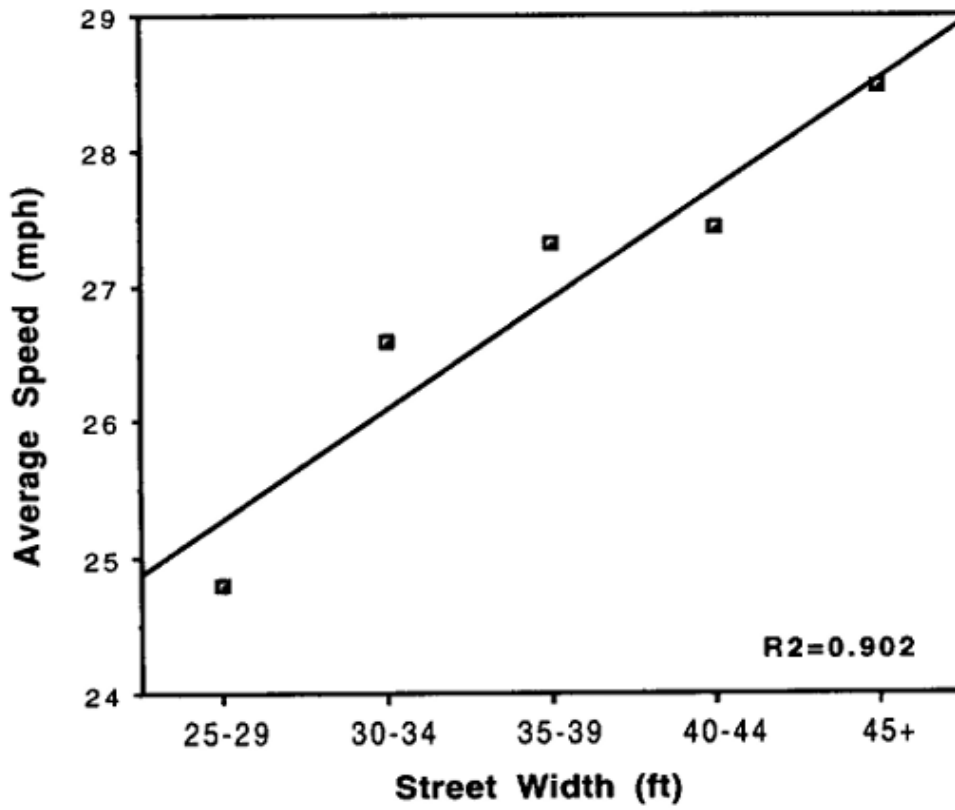


Figure 2. Average Speed vs. Street Width Group

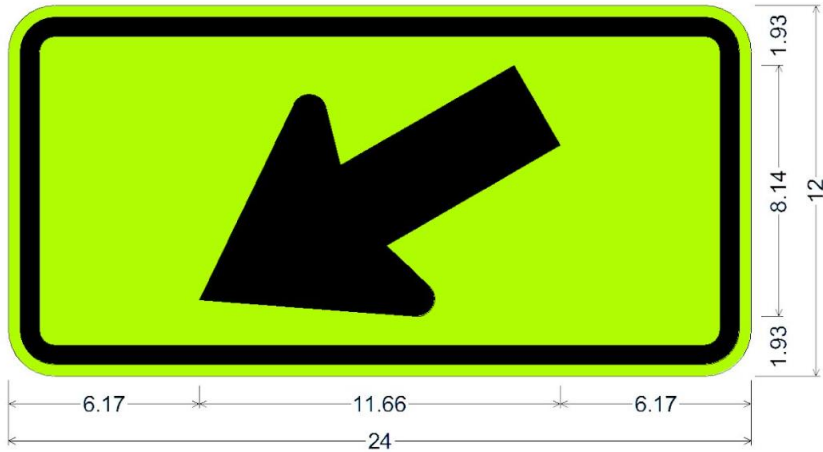


V11-15P_24x18;

.50" Radius, 0.63" Border, 0.38" Indent, Black on Bright yellow green;
TRAIL", D; "X - ING", D;



W11-15_24x24;
24.00" across sides 1.50" Radius, 0.63" Border, 0.38" Indent, Black on Bright yellow green;
Symbol W11-15;



W16-7PL_24x12;
1.50" Radius, 0.63" Border, 0.38" Indent, Black on Bright yellow green;
Arrow W16-7P;

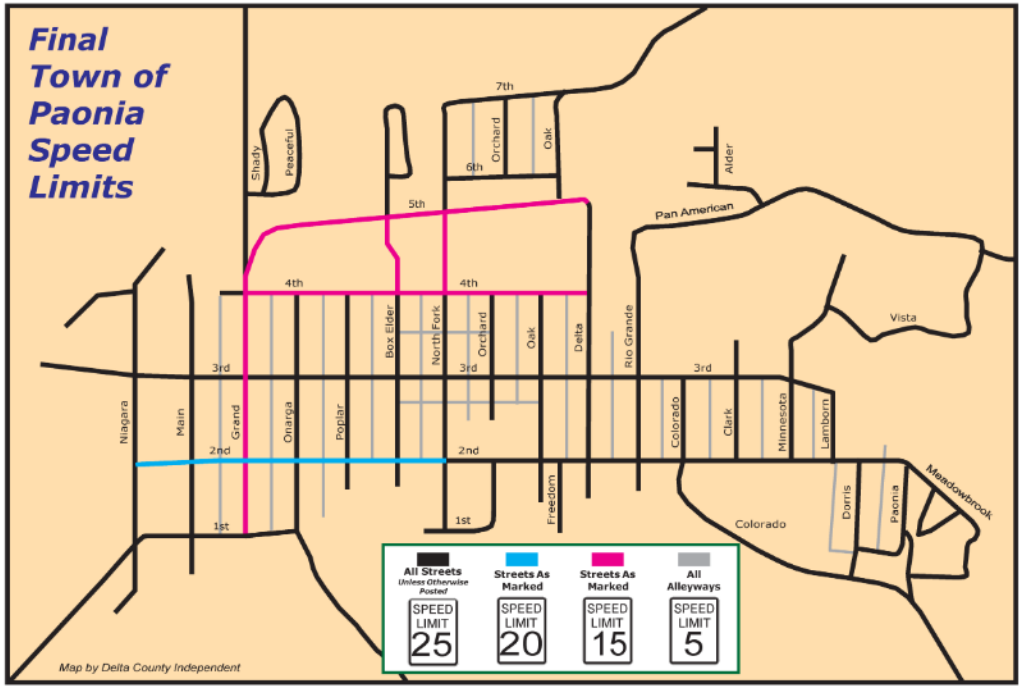
Apple Valley Entrance. Note: safety sign is placed after the turn to the park and does not comply with any of the “best practices” listed for safety signage.



Pan American/Rio Grande entrance to Apple Valley.



Note: no pedestrian crossing signs or crosswalk. Also Note, the giant boulder blocking the sidewalk.



https://nacto.org/docs/usdg/narrow_residential_streets_daisa.pdf

Study on street width and speed

Canadian Literature Review of traffic calming:
http://www.ncchpp.ca/docs/ReviewLiteratureTrafficCalming_En.pdf

Speed Limit and Safet Sign Request

All locations are approximate. Best practice is to locate speed limit signs near streetlights in the Town Right of Way.

Legend

- ⊙ Speed Limit signs

100



Town of Paonia

101



Consideration of Nido's request to be allowed to serve alcohol at sidewalk tables



Town Board Staff Report

Subject: Nido’s request to serve alcohol at their sidewalk tables

Author: Samira Vetter

Representing: Town Clerk

Date: 6/13/2023

Staff recommendations

As the Board has requested, the Staff has come back with input on this request.

1. Public Works reported no concerns with the proposed request.

2. The Police Department had a couple of concerns that they wished to draw to your attention, one being the busy intersection and the other being the size of the sidewalk to accommodate a barrier, people and tables.

3. I read the provided material, the Liquor Regulations and talked with other Clerks and have a few things to toss out for your consideration, some were already noted by the owners of Nido’s.
 - There is a requirement in the Liquor Code about patrons not carrying alcoholic beverages across a public right of way, Nido’s staff would have to serve all alcoholic beverages and refills themselves. Ed and Lindsay brought that up at the last meeting and said they were already planning it.
 - Because of the proximity to the road, a simple rope will not suffice. 47-302 4 e requires a physical barrier. I believe if this is allowed it needs to be a substantial barrier, i.e. fence, planters etc, that could then be removed during non-business hours but can be clearly seen by motorists, patrons and pedestrians.
 - I would also suggest requesting signage letting patrons know where alcohol is not allowed to cross.

Regulation 47-302. Changing, Altering, or Modifying Licensed Premises.

Basis and Purpose. The statutory authority for this regulation includes, but is not limited to, subsections 44-3-202(1)(b), 44-3-202(2)(a)(I)(A), 44-3-202(2)(a)(I)(D), and 44-3-202(2)(a)(I)(R), C.R.S. The purpose of this regulation is to establish procedures for a licensee seeking to make material or substantial alterations to the licensed premises, and provide factors the licensing authority must consider when evaluating such alterations for approval or rejection.

- A. After issuance of a license, the licensee shall make no physical change, alteration or modification of the licensed premises that materially or substantially alters the licensed premises or the usage of the licensed premises from the latest approved plans and specifications on file with the state and local licensing authorities without application to, and the approval of, the respective licensing authorities. For purposes of this regulation, physical changes, alterations or modifications of the licensed premises, or in the usage of the premises requiring prior approval, shall include, but not be limited to, the following:
1. Any increase or decrease in the total size or capacity of the licensed premises.
 2. The sealing off, creation of or relocation of a common entryway, doorway, passage or other such means of public ingress and/or egress, when such common entryway, doorway or passage alters or changes the sale or distribution of alcohol beverages within the licensed premises.
 3. Any substantial or material enlargement of a bar, relocation of a bar, or addition of a separate bar. However, the temporary addition of bars or service areas to accommodate seasonal operations shall not require prior approval unless the additional service areas are accompanied by an enlargement of the licensed premises.
 4. An outside service area located on a property owned by a municipality, a city and county, or the unincorporated area of a county, and that the licensee possesses in accordance with subsection (B)(2) of this regulation, may be approved by the state and local licensing authorities upon the annual filing of a modification of premises application, due at the time of initial application or at the time of renewal, on a form approved by the State Licensing Authority, and payment of the associated modification of licensed premises fee as set forth in Regulation 47-506, provided that:
 - a. The proposed outside service area located on property owned by the municipality, city and county, or unincorporated areas of a county, is immediately adjacent to the licensed premises;
 - b. The licensed premises, as temporarily modified, will comprise a definite contiguous area;
 - c. Plans and specifications identifying the outside service area, including dates of seasonal operation (if applicable), accompany the form and fee;
 - d. Licensees shall maintain records of the dates alcohol service occurs on the outside service area if such space is used seasonally or sporadically, and must provide records to the Division upon request; and
 - e. All outside service areas are closed to motor vehicle traffic by physical barriers during all times that alcohol service occurs.

5. Any material change in the interior of the premises that would affect the basic character of the premises or the physical structure detailed in the latest approved plans and specifications on file with the state and local licensing authorities. However, the following types of modifications will not require prior approval, even if a local building permit is required: painting and redecorating of premises; the installation or replacement of electric fixtures or equipment, plumbing, refrigeration, air conditioning or heating fixtures and equipment; the lowering of ceilings; the installation and replacement of floor coverings; the replacement of furniture and equipment; and any non-structural remodeling where the remodel does not expand or reduce the existing area designed for the display or sale of alcohol beverage products.
 6. The destruction or demolition, and subsequent reconstruction, of a building that contained the retailer's licensed premises shall require the filing of new building plans with the local licensing authority, or in the case of manufacturers and wholesalers, with the state licensing authority. However, reconstruction shall not require an application to modify the premises unless the proposed plan for the newly-constructed premises materially or substantially alters the licensed premises or the usage of the licensed premises from the plans and specifications detailed in the latest approved plans and specifications on file with the state and local licensing authorities.
 7. Nothing herein shall prohibit a licensee from modifying its licensed premises to include in the licensed premises a public thoroughfare, if the following conditions are met:
 - a. The licensee has been granted an easement for the public thoroughfare for the purpose of transporting alcohol beverages;
 - b. The public thoroughfare is authorized solely for pedestrian and non-motorized traffic;
 - c. The inclusion of the public thoroughfare is solely for the purpose of transporting alcohol beverages between licensed areas, and no sale or consumption will occur on or within the public thoroughfare; and
 - d. Any other conditions as established by the local licensing authority.
 8. The addition of a noncontiguous location to the licensed premises of a winery licensed pursuant to sections 44-3-402 or 44-3-403, C.R.S.
 9. Modification of the licensed premises to include a communal outdoor dining area, subject to the requirements of section 44-3-912, C.R.S., and Regulation 47-1103.
- B. In making its decision with respect to any proposed changes, alterations or modifications, the licensing authority must consider whether the premises, as changed, altered or modified, will meet all of the pertinent requirements of the Colorado Liquor or Beer and Wine Codes and related regulations. Factors to be taken into account by the licensing authority shall include, but not be limited to, the following:
1. The reasonable requirements of the neighborhood and the desires of the adult inhabitants.
 2. The possession, by the licensee, of the changed premises by ownership, lease, rental or other arrangement.
 3. Compliance with the applicable zoning laws of the municipality, city and county or county.

4. Compliance with the distance prohibition in regard to any public or parochial school or the principal campus of any college, university, or seminary.
 5. The legislative declaration that the Colorado Liquor and Beer and Wine Codes are an exercise of the police powers of the state for the protection of the economic and social welfare and the health, peace, and morals of the people of this state.
- C. If permission to change, alter or modify the licensed premises is denied, the licensing authority shall give notice in writing and shall state grounds upon which the application was denied. The licensee shall be entitled to a hearing on the denial if a request in writing is made to the licensing authority within fifteen (15) days after the date of notice.
- D. This regulation shall be applicable to the holder of a manufacturer's license as specifically defined in Section 44-3-402, C.R.S., or a limited winery defined in section 44-3-403, C.R.S., only if the physical change, alteration, or modification involves any increase or decrease in the total size of the licensed premises, including the addition of a noncontiguous location to the licensed premises of a winery licensed pursuant to sections 44-3-402 or 44-3-403, C.R.S. Except, any change, alteration, or modification of a sales room, shall be reported in accordance with subsection (A).
- E. The state licensing authority shall not impose any additional fees for the processing or review of an application for a modification of premises for the holder of a manufacturer's license, except for applications to modify the premises through the addition of a noncontiguous location to the licensed premises of a winery licensed pursuant to sections 44-3-402 or 44-3-403, C.R.S.
- F. Regulation 47-302 as modified will take effect at 12:01 a.m. on March 1, 2023.

Regulation 47-303. License Renewal.

Basis and Purpose. The statutory authority for this regulation includes, but is not limited to, subsections 44-3-202(1)(b), 44-3-202(2)(a)(I)(C), 44-3-202(2)(a)(I)(D), 44-3-202(2)(a)(I)(R), 44-3-302, 44-3-501, and 44-4-105, C.R.S. The purpose of this regulation is to clarify and establish procedures and deadlines for a licensee that is applying to renew its license in accordance with section 44-3-302, C.R.S.

- A. No one other than the license holder, or their duly-authorized representative, may file an application to renew the license with local and state licensing authorities.
- B. At least ninety (90) days before the expiration date of an existing license, the State Licensing Authority shall notify the licensee of the expiration date by sending notice to the most recently provided email address and/or mailing address for the licensee.
- C. A complete renewal application shall include evidence that the licensee remains in possession of the licensed premises by ownership, lease, rental, or other arrangement at the time of application. An agreement that may lapse within the new license year neither automatically disqualifies the licensee from renewing, nor automatically invalidates the license. However, this provision does not preclude the state or local licensing authority from initiating any action as provided by law to suspend or revoke a license for loss of possession of the licensed premises.
- D. Nothing herein authorizes a licensee to purchase, sell, or serve alcohol beverages with an expired license, except as authorized in subparagraphs E, F(2), and G(3) of this regulation. Licensed privileges are not restored until and unless the applicable requirements of subparagraph F(2) and/or G(3) of this regulation are met.

Samira V

From: Ed Vaughn <edfoodyo@gmail.com>
Sent: Thursday, May 25, 2023 2:59 PM
To: Samira V
Subject: nido supporting documents for next meeting
Attachments: Creede Ordinance 419 (1).pdf; Cedaredge Ordinance 2020-08_Sidewalk Service Areas (1).pdf; nido Sidewalk service area diagram.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Samira,

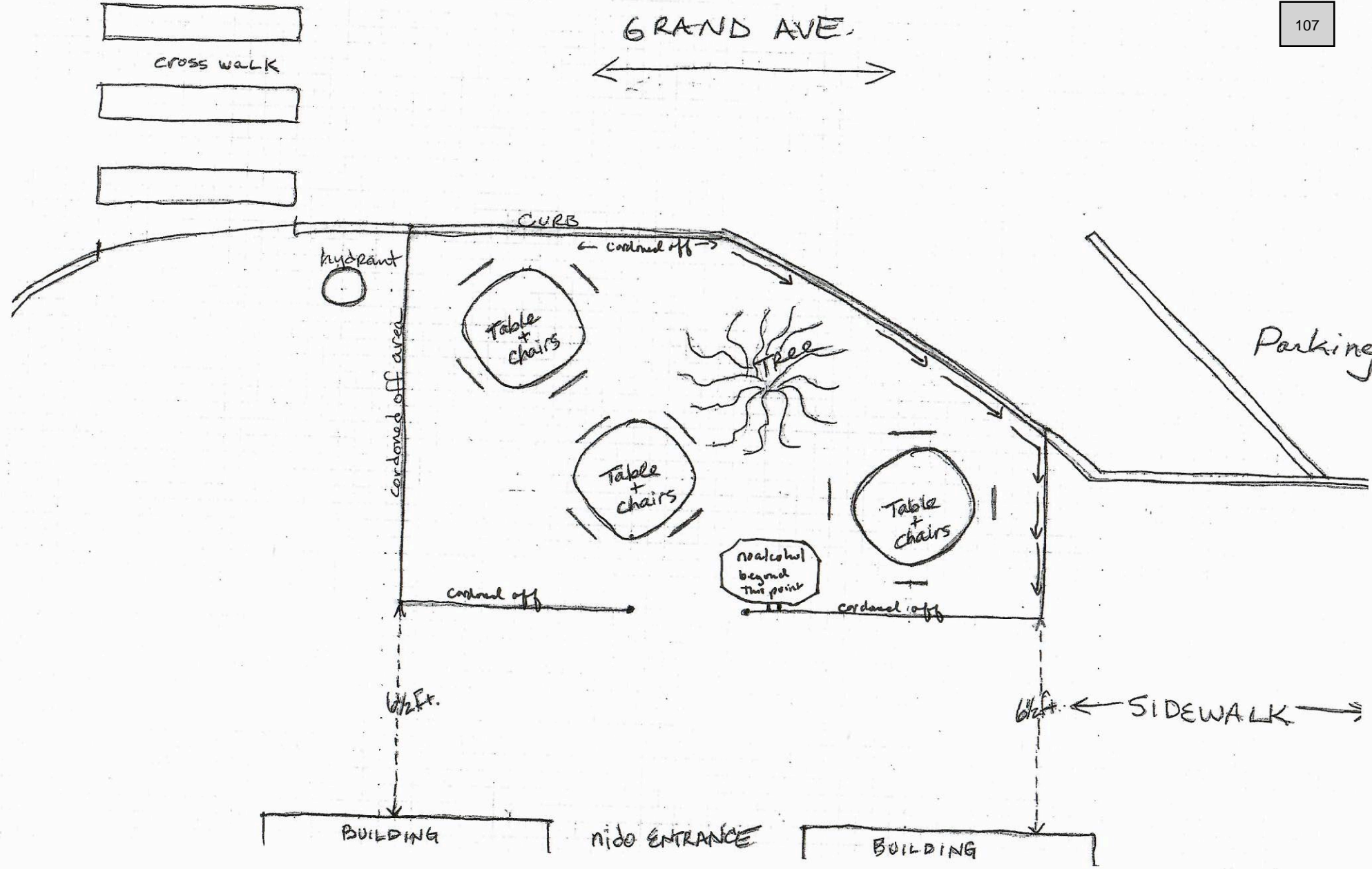
I believe at the meeting this week, you said we should send this diagram and code examples to you to be included in the packet for the next board meeting, all of which are attached.

I also emailed Amanda to see if she could help us track down Grand Junction's code or ordinance as we haven't been able to locate it.

Also, I'm wondering if it could be noted somewhere that I spoke with the clerk in Crested Butte and she said they do not have a formal code or ordinance, they simply do individual agreements with restaurant owners yearly as part of their liquor license agreements and they offer their restaurants parking spaces to use for this purpose.

Please let me know you received this and if you also need hard copies of any of this.

Thank you!
Lindsay and Ed
nido
773.485.1230



Would you like to be able to enjoy your beer, wine, or margarita at our outdoor tables?
 We are proposing to the Paonia Board of Trustees that this be allowed either through an ordinance change or on a case by case individual agreement. Please sign if this is a measure you support. Thank you- Ed, Lindsay and the nido team.

Date	NAME (printed)	Address (unfortunately, Paonia addresses only, please)	Age	Signature
5/25/23	Oba Rosenboom	191 Hwy 133 Paonia	45	[Signature]
5/25/23	Brandon Mason	419 Stahl Rd	38	[Signature]
5/25/23	Jette Carlson	39818 Nelson Rd	65	[Signature]
5/25/23	Sam Hartman	1401 3rd St	29	[Signature]
5/27/23	Mateo ML	219 Grand Ave	31	[Signature]
5/29/23	Rebecca Ascarnu	14034 Day Gulch	30	[Signature]
5/26/23	CHRIS COPEL	317 BOX EVER	36	[Signature]
5-26-23	Kay Hannah	11589 Crawford Rd	71	[Signature]
5/26/23	Rusty Riggs	579 3rd St.	72	[Signature]
5/26/23	Jane Salee	226 Northfork Ave.	33	[Signature]
5/26/23	*			
5/26/23	Sara McCormick	480 Delta Ave.	38	[Signature]
5/26-23	Lisa Tine	320 2nd St.	58	[Signature]
5/26/23	Anne Lee Foster	422 Main St #1	36	[Signature]
5/26/23	Savannah Gooch	418 Delta Ave.	36	[Signature]
5/26/23	Kathryn Swartz	209 4th St.	45	[Signature]
5/26/23	Jo Pate	303 2nd St.	34	[Signature]
5/27/23	Mary Zachman	214 Lamborn Ave	60	[Signature]
5/27/23	John Zachman	214 Lamborn Ave	59	[Signature]
5/27/23	Amy Petersen	1193/40 40th rd	35	[Signature]
5/29/23	Eleah Jensen	Painted Sky Lane	43	[Signature]
5/29/23	Barbara Limone	40849 German Creek Dr	59	[Signature]
5-29-23	Miten Morgan	40018 M Rd	61	[Signature]
5-27-23	Michelle Morgan	40018 M Rd	62	[Signature]
5-27-23	MICHAEL COOPER	215 GRAND AVE	44	[Signature]
5/30/23	Robert Reynolds	418 Delta Ave	35	[Signature]
5/30/23	Amy E Gier	39667 Panorama Dr.	30	[Signature]
5/31/23	Lucy Hunter	337 MAIN	49	[Signature]
5/31/23	Terie Morkovsk	39572 Pitkin Rd	67	[Signature]
5/31/23	Emily Wassell	12999 Minerich	41	[Signature]
5/31/23	Nathan Greaves	1215 2nd St	33	[Signature]
5/31/23	Jesse Bertin	306 Boxelder Ave.	37	[Signature]
5/31/23	Lindsay Cray	24 Alder court	40	[Signature]
5/31/23	Mae Leake	44325 Minnesota Creek	34	[Signature]
5/31/23	DAKEY MOORE	14134 BLISS AVE	28	[Signature]
5/31/23	RYAN WARWICK	311 MAIN AVE	49	[Signature]

Would you like to be able to enjoy your beer, wine, or margarita at our outdoor tables?
 We are proposing to the Paonia Board of Trustees that this be allowed either through an ordinance change or on a case by case individual agreement. Please sign if this is a measure you support. Thank you- Ed, Lindsay and the nido team.

Date	NAME (printed)	Address (unfortunately, Paonia addresses only, please)	Age	Signature
5/31/23	MATTHEW WALSON	312 MAIN ST	44	
5/31/23	Jacque Koehler	39572 Pitkin Rd	84	
5/31/23	Randall Gillette	401 VISTA DR	61	
5/31/23	Michele Gillette	401 VISTA DR	62	
5/31/23	Matt Kucharski	108 N FORK AVE	39	
5/31/23	Rachel Wolpo	37644 BONE MESA Rd	37	
6/1/23	Marsha Brezonick	324 Box Elder Ave	60	
6-1-23	Karen boodwin	41515 Lamborn Mesa	67	
6-1-23	Bob Bockholt	" " "	78	
6-1-23	CRISTAL WEEKS	43785 Minnesota Creek Rd	44	
6-1-23	LONNIE TOWNSEND	" "	54	
6-1-23	Jay Moslem	15359 Fire Mountain	70	
6-1-23	Melissa Driven	13043 Dry Gulch Rd	40	
6-1-23	KELSEY REAVIS	104 COLORADO AVE	33	
6-1-23	Cooper Woods	38501 PITKIN RD.	44	
6-1-23	Larkspur Deane	38501 Pitkin Rd	41	
6-1-23	Janel McAndrew	M 13290 PATEL	62	
6-2-23	Ellia Carlson	108 Orchard Ave.	21	
6-2-23	Mary Ann True	12770 Roeben Rd Paonia	93	
6/2/23	Alison GL	219 Grand Ave	39	
6/2/23	TYLER REYNOLDS	226 NORTH FORK AVE	33	
6/2/23	Calli Rose Oshander	12003rd St #1	40	
6/3/23	Derek			
6/03/23	MADÉLINE WILSON	41225 WILLOW RD	26	
6/3/23	Kyle Brown	41225 Willow Rd	26	
6/3/23	Layne Whitson	85721 3600 Rd	36	

**TOWN OF CEDAREEDGE
ORDINANCE 2020-08**

AN ORDINANCE OF THE TOWN OF CEDAREEDGE AMENDING THE CEDAREEDGE MUNICIPAL CODE BY THE ADOPTION OF A NEW CHAPTER 12.35 ALLOWING FOR SIDEWALK FOOD SERVICE AREA PERMITS TO EXTEND PREMISES FOR INCREASED OUTDOOR SEATING AND SETTING FORTH REGULATIONS AND PENALTIES FOR ANY VIOLATION.

WHEREAS, Colorado state statutes authorize the Town of Cedaredge (Town) to regulate the use of sidewalks, streets and alleys pursuant to C.R.S. § 31-15-702 et. Seq., so long as public rights-of-way and the Americans with Disabilities Act (ADA) requirements remain in effect; and

WHEREAS, the Town desires to allow sidewalk service for on-premises food service with or without a liquor license as provided by Colorado law and to follow the guidelines of the Colorado Liquor Enforcement Division when allowing service of food and alcoholic beverages outside on sidewalks and other Town right-of- ways (ROWS).

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CEDAREEDGE, COLORADO that:

SECTION 1: NEW CHAPTER

Title 12 is amended to add the following Chapter 12.35 to read as follows:

Chapter 12.35

ON-PREMISE FOOD ESTABLISHMENT PERMIT FOR USE OF TOWN ROWs

SECTIONS:

- 12.35.01 Definitions**
- 12.35.02 Required License; Fees; Term**
- 12.35.03 Eligibility**
- 12.35.04 Factors for Grant of License**
- 12.35.05 Violation; Penalty; Enforcement**

12.35.01 DEFINITIONS

On-Premise Food Establishment means any Drive-in or Drive-through Restaurant, Hotel, Brew Pub, Brewery, Distillery, Winery, Bar, Tavern, or Limited Indoor or Outdoor Recreation Facility as defined under Chapter 16.25.300 of the Cedaredge Municipal Code, so long as it offers at a minimum food products such as sandwiches or light snacks, whether it operated under a state liquor license or not.

Outside Area means an area located on a sidewalk or other Town ROW that is immediately adjacent to the On-Premise Food Establishment premises and used for seasonal service outdoors.

12.35.02 LICENSE REQUIRED; FEES; TERM

- A. Any On-Premise Food Establishment may serve food and beverages in an Outside Area located on a sidewalk or other Town ROW or where the use of the sidewalk or Town ROW would allow access to an adjacent outside area from February 1 until November 30 of each year.
- B. If an On-Premise Food Establishment has a liquor license, a modification of premises by the State of Colorado Liquor Enforcement Division is required.
- C. The application fee for this license shall be set forth in a fee schedule adopted the Board of Trustees and amended from time to time.
- D. This license shall expire each year and shall be renewable with the licensee’s liquor license, or on February 1 of each year if Licensee has no liquor license.
- E. This License does not allow any material change in the interior of any premises that would affect the basic character of the premises or the physical structure.

12.35. ELIGIBILITY FOR LICENSE

- A. An approved diagram of the currently On-premise Food Establishment and a diagram of the proposed changes to allow for the Outside Area, including the use of barriers approved by the Town and state licensing authority, if applicable.
- B. The diagram must include the location of all Town required warning signs that must be posted in areas visible to the public, including all points of ingress and egress, regarding laws against public consumption of food or beverages beyond the barriers, as well as any other alcohol related signs, if applicable.
- C. Along with a detailed diagram, a control plan must be submitted which specifically addresses the number of seats that will be available in the Temporary Outside Area; how the servers will prevent food or beverages from going beyond the barriers; and how all Town and state liquor license laws will be adhered to, if applicable.
- D. Possession, by the licensee, of the changed premises by lease arrangement between Town and licensee for use of sidewalk or Town ROW.
- E. The licensed premises, as modified, must comprise a definite contiguous area and a sidewalk or Town ROW can provide access to achieve such contiguous area.

- F. The licensed premises, as modified, will not encroach upon, or overlap with the licensed premises of any other licensee.
- G. The licensed premises, as modified, complies with local building and zoning laws.
- H. The licensed premises, as modified, complies with all other restrictions and requirements imposed by the Colorado liquor code and rules, if applicable.
- I. Any local, state, and federal taxes are timely paid.
- J. No permanent structure shall be erected on any sidewalk to Town ROW.
- K. Bistro or small patio tables seating of no more than four shall be used.
- L. Umbrellas may be allowed so long as the Town approves the same so that the wind cannot lift the umbrellas into traffic or the public causing injury or harm.
- M. Smoking shall not be allowed on any Temporary Outside Service Area.
- N. On-premise Food Establishments shall provide adequate space for pedestrian traffic which complies with the American with Disabilities Act of 1990. Tables or chairs may not prohibit walking traffic on the sidewalks.

12.35.04 FACTORS FOR GRANT OF LICENSE

- A. The reasonable requirements of the neighborhood and the desires of the inhabitants.
- B. The possession, by the licensee, of the changed premises by ownership, lease, rental, or other arrangement.
- C. Compliance with the applicable zoning laws of the Town regulations.
- D. Balances the safety of patrons, pedestrians, and traffic such that no such group shall be subject to an unreasonable risk of harm if the license is granted.

12.35.05 VIOLATION; PENALTY; ENFORCEMENT

- A. The Town may revoke the license of any licensee herein for violating, failing, or refusing to comply with any provision of this ordinance or any Delta County or state law concerning serving food outdoors.
- B. It shall be unlawful to violate any of the provisions of this ordinance, or of the permit issued hereunder. In addition, continuing violations of this ordinance, or of any permit issued hereunder is declared a nuisance, which may be abated in any lawful manner.

- C. It shall be unlawful for any On-Premises Food Establishment to serve food or beverages using Town sidewalks or other Town ROW in violation of this ordinance.
- D. Any person convicted of a violation of this ordinance, order, rule or regulation herein shall be subject to the Town’s Municipal Code General Penalty 1.16.
- E. The permittee’s rights hereunder are subject to the police powers of the Town. The Permittee shall comply with all applicable laws and ordinances enacted, or hereafter enacted, by the Town or any other legally constituted government unit having lawful jurisdiction over the subject matter hereof. The Town reserves the right to exercise its police powers, notwithstanding anything in this section, any permit issued hereunder, any franchise, or any other permit to the contrary. Any conflict between the provisions of this Ordinance, any franchise or any permit and any other present or future lawful exercise of the Town’s police powers shall be resolved in favor of this ordinance.

SECTION 2: SEVERABILITY

Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.

SECTION 3: SAFETY CLAUSE

The Town Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated pursuant to the Town’s home rule authority and under the general police power of the Town of Cedaredge and that it is promulgated for the protection of the health, safety, and welfare of the citizens of the Town of Cedaredge. The Board of Trustees further determines that this Ordinance bears a rational relationship to the legislation proposed hereof.

SECTION 4: EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after publication as provided in Cedaredge Home Rule Charter, Section 1-8.

Introduced, read, passed and ordered published according to law this 19th day of October, 2020 by the Board of Trustees of the Town of Cedaredge, Colorado.

TOWN OF CEDAREDDGE

By: Raymond F. Hanson
Raymond F. Hanson, Mayor

ATTEST:
Kami Collins
Kami Collins, Town Clerk



ORDINANCE NO. 419

AN ORDINANCE OF THE CITY OF CREEDE, A COLORADO TOWN, AMENDING THE CITY OF CREEDE MUNICIPAL CODE TO INCLUDE CHAPTER 19 (“BUSINESS AND EVENT PERMITS”), ARTICLE 1 (“SEASONAL OUTDOOR SEATING FOR FOOD SERVICE ESTABLISHMENTS IN THE CENTRAL BUSINESS DISTRICT”)

WHEREAS, the City of Creede, Colorado, a Colorado Town (the "Town"), is a statutory municipality organized and operating under the laws of the State of Colorado;

WHEREAS, the Board of Trustees of the Town (the “Board”) is desirous of exploring ways of stimulating creating economic opportunity and activity within the Town; and

WHEREAS, many towns across the State of Colorado and the Country have increased economic activity in their central business districts by allowing food service establishments to utilized outdoor seating in public places under certain conditions; and

WHEREAS, the Board would like to provide food service establishments in the Town’s central business district with an opportunity to expand operation in a space restricted environment by allowing for outdoor seating within the Town’s rights-of-way under certain conditions; and

WHEREAS, the Board is desirous of promoting planned and orderly outdoor seating in public spaces as a means of encouraging pedestrian activity and enhancing the pedestrian experience in the central business district;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO THAT:

Section 1. Creation of Chapter 19 “Business and Event Permits”, Article 1 “Seasonal Outdoor Seating for Food Service Establishments in the Central Business District”. The City of Creede Municipal Code shall be amended with the addition of Chapter 19 “Business and Event Permits”, Article 1 “Seasonal Outdoor Seating for Food Establishments in the Central Business District”, to read in its entirety as:

Chapter 19: BUSINESS AND EVENT PERMITS

Article 1: SEASONAL OUTDOOR SEATING FOR FOOD SERVICE ESTABLISHMENTS IN THE CENTRAL BUSINESS DISTRICT

- Sec. 19-1-1. Purpose.
- Sec. 19-1-2. Definitions.
- Sec. 19-1-3. Permit procedures.
- Sec. 19-1-4. Standards.
- Sec. 19-1-5. Operating restrictions.
- Sec. 19-1-6. Denial, revocation and suspension—Causes enumerated.
- Sec. 19-1-7. Same—Hearing demand; review; council powers.
- Sec. 19-1-8. Revocation or suspension; notice required; service.
- Sec. 19-1-9. Renewal considered as original application.
- Sec. 19-1-10. Transferal.
- Sec. 19-1-11. Violations.
- Sec. 19-1-12. Severability.

Sec. 19-1-1. Purpose.

These seasonal outdoor seating regulations are designed to allow cafes, restaurants, taverns and other food and beverage service establishments to place outdoor seating within public rights-of-way in certain locations and under certain circumstances defined within this section in order to:

1. Provide additional space for cafes, restaurants and taverns to expand their operations;
2. Promote planned and orderly outdoor seating in public spaces as a means of encouraging pedestrian activity and enhancing the pedestrian experience in the downtown;

Sec.19-1-2. Definitions.

Associated Establishment or Associated Business means the business or establishment with which and outdoor seating area is associated as specified in the outdoor seating permit.

Outdoor Seating Permit means a permit issued by the City for an associated establishment or associated business to place outdoor seating within the City’s right-of-way, in the form of either a parklet or a sidewalk café, in a manner which conforms to the procedures and regulations of this Chapter.

Parklet means an outdoor seating area operated by a café, restaurant, tavern or other food establishment which sells food or beverages for immediate consumption, located within the adjacent parking zone, that provides seating for patrons of said establishment, and contains readily removable tables, chairs, railings, planters or other temporary amenities as approved by the City pursuant to the provisions of this Chapter.

Sidewalk Cafe means an outdoor dining area operated by a café, restaurant, tavern or other food establishment which sells food or beverages for immediate consumption, located on an adjacent section of public sidewalk, which contains readily removable tables, chairs, railings, planters or other temporary amenities as approved by the City pursuant to the provisions of the Chapter.

Sec.19-1-3. Permit procedures.

1. The City Manager is hereby authorized to issue permits to operate a sidewalk cafe or parklet, collectively referred to hereafter as “outdoor seating”, within City-owned rights-of-way, provided that the applicant has complied with all standards set forth in this Chapter.
2. All applications for outdoor seating shall be reviewed and approved by the City Manager. The City Manager reserves the right to forward an outdoor seating permit application to the Board of Trustees for its review and consideration.
3. All permits shall be issued on a calendar year basis and shall expire on December 31st of the calendar year in which the permit was issued. Unless another time frame is specified in the permit, or by the requirements of this Chapter, the permit shall allow the operation of an outdoor seating from June 1st up to and including October 31st of the calendar year for which the permit is issued.
4. Any person or establishment granted a permit by the City Manager to operate an outdoor seating area shall pay to the City Clerk a fee in the amount established by resolution of the Board of Trustees. The City Manager shall not issue a permit unless the fees required by this section are paid.
5. Each permit application for outdoor seating shall be accompanied by an insurance policy or certificate of insurance, in an amount that shall be \$1,000,000.00 combined single limit for bodily injury and property damage, each occurrence, and \$2,000,000.00 annual aggregate, naming the city as an additional insured party. An insurance company authorized to do business in the State of Colorado shall issue such insurance.
6. The insurance certificate required by this Chapter shall be in effect for any period during which the outdoor seating is in operation. Failure to provide a current insurance certificate shall be cause for denial, suspension, or revocation of an outdoor seating permit. No establishment shall operate a sidewalk cafe or provide outdoor

seating without filing proof of proper insurance. Denied, suspended, or revoked permits may be re-instated upon submittal of proof of proper insurance.

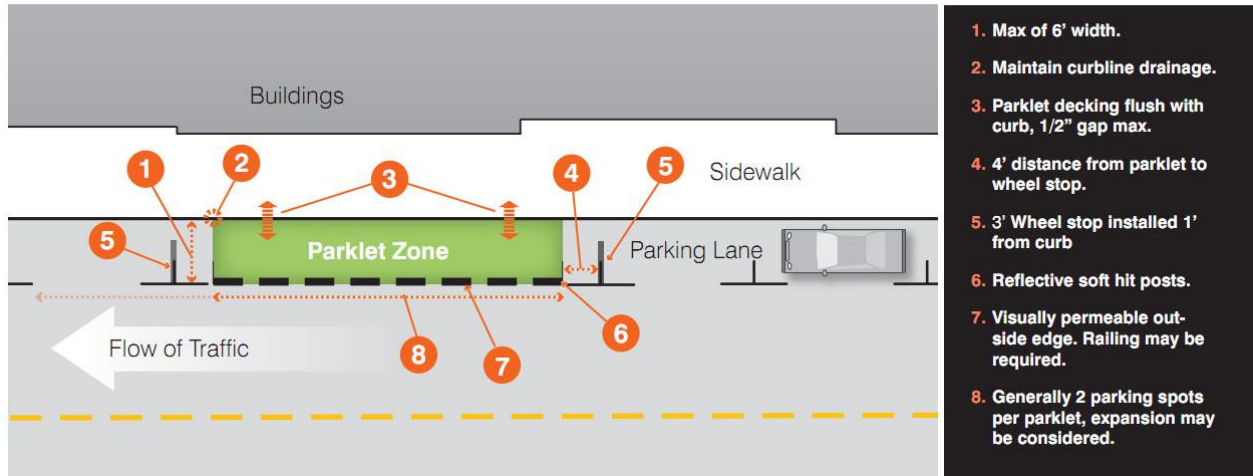
7. An outdoor seating permit application must be submitted to the City Manager for review and approval. No outdoor service of food and/or beverages shall be established on public property, except in conformance with an application reviewed and approved by the City Manager pursuant to the requirements of this Chapter. An outdoor seating permit application must include, but is not limited to including, the following information:
 - a. Name of Applicant;
 - b. Name of Associated Business;
 - c. Address of Associated Business;
 - d. Contact Information of Applicant, Property Owner and Associated Business to include:
 - i. Telephone Numbers;
 - ii. Email Addresses;
 - iii. Physical Addresses;
 - e. Proposed hours of operation within the public right-of-way;
 - f. Copy of certificate of insurance pursuant to the provisions of this Chapter;
 - g. Written authorization from the owner of the property where the applicant is not the owner of the associated property;
 - h. An 11"x17" site plan that shall include, at a minimum, the following information:
 - i. The boundaries of the associated property in its entirety along with adjacent properties;
 - ii. Streets and sidewalks for a distance of at least 25 feet from the boundaries of the associated property at a scale showing detail sufficient for proper review.
 - iii. The location of all temporary structures such as, but not limited to, planters, landscaping, railings, tables, chairs and umbrellas;
 - iv. All points of ingress and egress;
 - v. For proposed parklets, the design of all curb extensions and platforms to accommodate the special design needs of the disabled in accordance with current ADA standards;

8. The City Manager shall distribute copies of all application materials to the Public Works Director and other applicable City staff members and/or consultants for review and comments;
9. Based upon review comments from City staff, the City Manager may approve, approve with conditions, refer the application back to the applicant for modification, deny the application or refer the application to the Board of Trustees. If approved, the City Manager shall issue the outdoor seating permit. If the City Manager denies the application, the reason for this determination shall be stated in a letter to the applicant issued not more than ten (10) business days after the final determination has been made. The applicant may appeal the decision of the City Manager in accordance with Section 15.07 of this Chapter.

Sec.19-1-4. Standards.

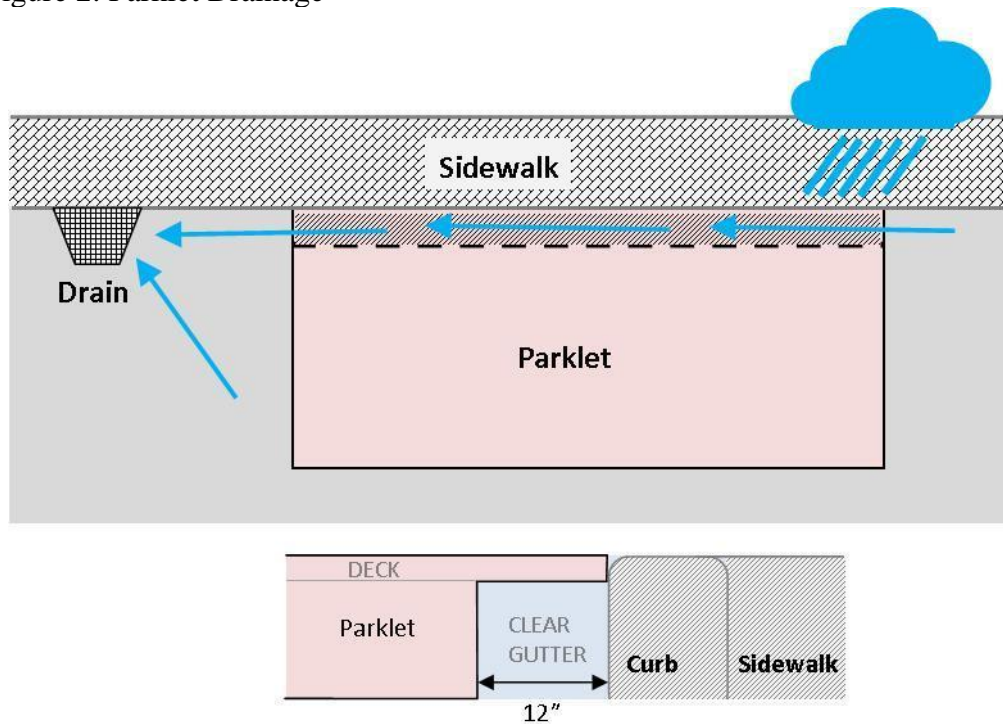
1. There shall be a minimum of 42 inches, exclusive of the area occupied by proposed outdoor seating, designed to allow adequate pedestrian movement. Outdoor seating shall only be permitted only when it is determined that the proposed seating areas will not create a hazard, a sight distance obstruction for motor vehicle operators, nor unduly impede pedestrian traffic. The City Manager shall determine when a hazardous condition exists.
2. Outdoor seating may only be located adjacent to the establishment with which it is associated and may not extend past the associated property frontage. Outdoor seating areas must remain clear of litter, food scraps and soiled dishes at all times.
3. Employees of the associated business shall continuously supervise outdoor dining areas.
4. Parklets shall not extend past the frontage of the associated business and shall not be more than 6' wide x 14' long as shown in Figure 1 below.

Figure 1:
DESIGN AND PLACEMENT GUIDELINES



- 5. Parklets must utilize 3" curb stops on either end to prevent vehicular encroachment for adjacent parking spaces.
- 6. Parklets must utilize removable decking that makes the seating area level with the adjacent curb.
- 7. Parklet platforms must be constructed so as not to impede drainage as shown in Figure 2 below.

Figure 2: Parklet Drainage



8. Parklet boundaries must be delineated with barriers such as planters or a railing to physically separate patrons from pedestrian and vehicular traffic.
9. Furnishings for outdoor seating shall consist solely of readily removable railings, posts, tables, chairs, planters, table umbrellas and associated anchors. Furnishings may only be attached or secured in a manner approved by the City Manager.
10. No structure or enclosure to accommodate the storage of accumulated garbage may be erected or placed adjacent to or near the outdoor seating area. Each establishment shall be responsible for providing appropriate containers for disposing of garbage or waste and employees shall not use city trash containers for disposing of garbage or waste.
11. An outdoor seating area shall not interfere with any public service facility, such as a mailbox, fire hydrant, designated pedestrian crossing or bench located on a sidewalk or public property.
12. Operation of an outdoor seating area shall not adversely impact adjacent or nearby residential, religious, educational, or commercial properties and shall be in accordance with all applicable codes and regulations.
13. Tables, chairs, table umbrellas, railings, planters, and any other objects provided with the sidewalk cafe or outdoor seating shall be of quality design, materials, and workmanship both to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the area. Such equipment shall be routinely cleaned, painted, or replaced and may be inspected by the City Manager.

Sec.19-1-5. Operating restrictions.

1. Outdoor seating areas shall only be permitted in the B-1 zone.
2. All outdoor seating areas shall be allowed to operate during the regular business hours of the associated business.
3. No alcoholic beverages shall be allowed in outdoor seating areas.
4. All food to be served within an outdoor seating shall be prepared within the associated establishment.
5. The outdoor seating permit issued in accordance with this Chapter shall be prominently displayed within the existing establishment along with other required permits and licenses.
6. From November 1st to May 31st, chairs, railings, posts, planters, table umbrellas, and other items shall be removed from the public right-of-way. It shall be the responsibility of the establishment to secure adequate storage of these items.
7. The maintenance of an outdoor seating area shall be the responsibility of the associated establishment including, but not limited to, surface treatment and cleaning,

litter control, sweeping and snow and ice removal. The outdoor seating area shall be kept neat and clean at all times and free from any substance that may cause damage to the sidewalk or public property or cause pedestrian injury.

8. During periods of snow accumulation, the placement of tables, chairs, table umbrellas, railings, posts, planters, and other equipment associated with the operation of an outdoor seating shall be removed all activities shall cease.
9. The operation of an outdoor seating area shall not interfere with the set up or the operation of any special event. When there is a conflict, the outdoor seating area must be removed in its entirety for the duration of said conflict. Conflicts shall be determined by and in the sole discretion of the City Manager.
10. All tables, chairs, table umbrellas, railings, posts, planters, and other equipment associated with the operation of an outdoor seating area shall be removed and stored inside of the associated establishment each night.

Sec.19-1-6. Denial, revocation and suspension—Causes enumerated.

1. The issuance of an outdoor seating permit may be denied by the City Manager, and permits issued may be revoked or suspended by the City Manager at any time, for any of the following causes:
 - a. Fraud, misrepresentation or any false statement made in the permit application.
 - b. Conducting a business in an unlawful manner or in such a manner as to constitute a breach of peace or to constitute a menace to the health, moral, safety or welfare of the public.
 - c. Failure or inability of an applicant to meet and satisfy the requirements and provisions of this Chapter and every other ordinance of the city.
 - d. Any violation received during the previous permit period.

Sec.19-1-7. Same—Hearing; demand; review; council powers.

1. Any person whose permit is revoked or suspended, or any person whose application for a permit is denied, shall have the right to a hearing before the Board of Trustees, provided a written request therefore is filed with the City Manager within ten days following the delivery or mailing of the notice of revocation or suspension, or within ten days following the denial of the permit application. No person shall operate any outdoor seating area during any time when the permit therefore has been suspended, revoked, or canceled.

Sec.19-1-8. Revocation or suspension; notice required; service.

1. Written notice of suspension or revocation, stating the causes therefore, shall be delivered to the permittee personally or mailed to the address as shown in the permit application. Upon revocation of a license, all furnishings and fixtures shall be removed from public property within 24 hours.

Sec.19-1-9. Renewal considered as original application.

1. Unless otherwise provided in this article, an application for renewal of an outdoor seating permit shall be considered in the same manner as an original application.

Sec.19-1-10. Transferal.

1. No permit issued under the provisions of this article or any other ordinance of the city shall be transferable.

Sec.19-1-11. Violations.

1. Any person who operates a sidewalk cafe or outdoor seating on public sidewalks or public property, without a permit, or who shall violate any of the provisions of this article shall be subject to penalties as provided in the City of Creede municipal code.

Sec.19-1-12. Severability.

1. If any clause, sentence, paragraph or part of this article shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy and in which such judgment shall have been rendered.

Section 2. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, ON THIS 3rd DAY OF JANUARY, 2020.

By _____
Mayor

ATTEST:

By _____
City Clerk

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



Here are things you need to know:

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

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

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

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

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

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

Subject: Up to 6 words (example: Town Park, Potholes, Open Meetings, etc.)
Liquor License/sidewalk ordinance

Name of Requester or Presenter:

Representing: (Group or Agency name, or Self) Ed Vaughn and Lindsay Cusack

Date of submittal: 5/2/23

Date of Requested Board Meeting: (Insert Board Meeting date) asap/next

Specific request:

We will be requesting that the board consider a change to ordinance to allow restaurants who hold a liquor license and a sidewalk permit to allow patrons to consume alcohol beverages at restaurant's outdoor dining tables.

Describe the problem that requires resolution* or the topic(s) to be presented:

***The Problem**

- What is the problem that needs to be addressed?
- Please start with defining the problem, not describing the solution.
- Please explain briefly why it is essential that the Town address this problem.
- This section should be no more than 4-5 sentences long.

The current town ordinance does not allow patrons of restaurants or other establishments holding a liquor license and sidewalk permit to drink beverages containing alcohol at a restaurants tables located on the sidewalk. This results in unhappy patrons and loss of business. We believe it is essential that the town consider amending the ordinance to support local businesses that do not have a private patio area and for resident enjoyment of such businesses. Many, many towns have found a way to allow this while still respecting the safety and well-being of all residents.

Recommendation (Please state your recommendation here, along with the main points needed for approval of your request, at most 50 words.) Example: The Paonia Association recommends the Board pass an ordinance preventing elk from standing in the road.

We recommend that the town of Paonia amend the relevant ordinance to allow service of alcohol at designated sidewalk tables of establishments who hold a liquor license, a sidewalk permit for such tables, and a sidewalk permit from the state liquor licensing board, provided that the area is clearly delineated/cordoned and monitored. Or, that it be allowed by board approval on a case by case basis.

What staff member have you spoken to about this? Please summarize your discussion: Amanda and Mary to understand if current ordinance would allow and to understand the necessary steps to bring to board.

Contact information:

Name: Lindsay Cusack and Ed Vaughn-- nido
Physical Address: 201 Grand Avenue
Mailing Address: 40160 Mathews Lane

E-mail: edfoodyo@gmail.com
Daytime Phone: 7734851230

[Print Form](#)

[Email Form](#)

Office Use Only:
Received: 5/3/23
Approved for Agenda: 5/14/23
Board Meeting Date: 5/23/23

Town of Paonia

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Consideration and approval of
Supplemental Budget Request from Phoenix
Rising Resources

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



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

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

Subject: Up to 6 words (example: Town Park, Potholes, Open Meetings, etc.)
Supplemental Budget Request: Master Plan

Name of Requester or Presenter: Calla Rose Ostrander

Representing: (Group or Agency name, or Self) Phoenix Rising Resouces, LLC

Date of submittal: 05/24/2023

Date of Requested Board Meeting: (Insert Board Meeting date) 05/24/2023

Specific request:

This is a request for a supplemental budget to cover outreach for the second community engagement session in the Master Plan contract.

Describe the problem that requires resolution* or the topic(s) to be presented:

***The Problem**

- What is the problem that needs to be addressed?
- Please start with defining the problem, not describing the solution.
- Please explain briefly why it is essential that the Town address this problem.
- This section should be no more than 4-5 sentences long.

The first public engagement session was a success, however it took significantly more time to plan and prepare for than was anticipated. We would like to note that our original request for public engagement hours was cut by more than half and would appreciate the Trustee's consideration of this request. Please see the materials submitted to Town Clerk on May 24th 2023.

Recommendation (Please state your recommendation here, along with the main points needed for approval of your request, at most 50 words.) Example: The Paonia Association recommends the Board pass an ordinance preventing elk from standing in the road.

Approve \$3,502.5 to support the project to host a second community engagement session (as required by contract) and fund a community wide mailing alerting residents to this session and other ways they can engage in the process.

What staff member have you spoken to about this? Please summarize your discussion:
This request was prompted by a conversation with Mayor Bachran and Trustee Knutson.

Contact information:

Name: Calla Rose Ostrander
Physical Address: 1200 3rd St, #1
Mailing Address: Same

E-mail: callarose@gmail.com
Daytime Phone: 9702013134

Print Form

Email Form

Office Use Only:
Received: _____
Approved for Agenda: _____
Board Meeting Date: _____

Dear Mary Bachran, Town Trustees and Planning Commission,

The Master Plan process has been going well. We have completed reading the existing materials supplied by the Town, created a draft outline for each section of the plan, and hosted our first community engagement session on April 27th. When the Trustee asked us to revise our initial proposed budget downwards this came with a request to cut hours for outreach. We cut out all but two of the proposed 5 public engagement sessions for visioning and community input. However, the hours it took to host the first of these sessions were greater than expected for our facilitator Scott Brown and for the project manager Marissa Monmarts. In efforts to manage this we have moved some project management hours to Calla Rose Ostrander's plate. However, three of the four primary team members are over on public engagement hours and we are requesting a small supplemental budget to cover their time for the second public session. Overall we have used just over 7% of our total project hours. You can find the breakdown of hours used by the project area also attached.

The first Master Plan community engagement session on April 27 was a full house, attracting between 75-100 participants. We had only one relatively minor issue with a member of the public which has been resolved following the event. Turn out and engagement were high. However, we did notice that certain demographics were under-represented or missing from the conversation: in particular, elders and more conservative or traditional cultural groups. While we conducted a door knocking campaign to local churches to inform congregations about the MP process, these communities also seemed to be lacking at the event.

At the public engagement session we received a suggestion from several different members of the public that we create a mailer to let folks who are not as mobile or "on-line" know that the process is taking place and offer ways for them to provide feedback. One of the Trustees suggested we try to focus our engagement efforts more on engaging in-town residents (based on the addresses provided on the event sign-in sheet, about half of the participants did not live within Town limits). Additionally, several people who did not attend said they would come if it was hosted at another place outside of City Hall.

We would like to respond to these suggestions/requests and work to create a more inviting space for some demographics that were not present by hosting our second meeting at an offsite location, likely the Paonia K-8 school cafeteria. We would also like to create a mailer that would go to all Paonia households to alert them to the Master Planning Process. The mailer would provide both the time and location of the second formal public engagement session *and* provide 1-2 questions for folks to write answers to and then return to City Hall (for a chance to win a drawing for a gift certificate to a local restaurant). We hope this direct paper mail will accomplish two things: first, it will encourage more people to submit individual comments by email or letter (thus far we have received fewer than 10); and second, it will attract more in-town residents and a more diverse group of participants to the second public engagement session.

The team put a tremendous amount of thought, care, and time into designing, preparing and hosting the event on the 27th. We knew that the April 27th event would serve as our first major introduction of the Master Plan project to our community, a community with a history of mistrust in local government processes. We wanted this event to feel truly participatory and inclusive, and to create a celebratory atmosphere that uplifted our shared sense of connection to place and love for Paonia to serve as a foundation for building trust and momentum in this Master Plan process. We did not cut corners on this event because we knew it was essential to the success of our overall effort. We reworked our agenda numerous times to make it as clear, effective and efficient as possible; identified, coordinated and trained a team of 9 volunteer facilitators + 4 back-up facilitators; conducted a robust outreach effort; coordinated logistics and transformed the Town meeting room into a more welcoming environment. We received

pro-bono guidance from a professional urban planner who specializes in community engagement and (in addition to other helpful feedback on our agenda) assured us that free pizza was essential for a successful community event, so we took money from other parts of our budget (project management software & printing, which we are instead doing in-house) to pay for \$400 of food & beverages for which we had not originally budgeted. Finally, we created a google slide presentation to serve as an ad-hoc website for community members to stay up to date on our process, which we promoted in our outreach materials for the April 27th event as well as at the event itself. We had not originally planned or budgeted to do this, but were advised that it would be easier for Town staff if we created our own “website” the Town could link to rather than having a page on the Town website that would need to be frequently updated by Town staff.

Ultimately, we felt that our investment of time and energy into the first community engagement session was well worth it. We received a lot of positive feedback indicating a sense of trust in and enthusiasm for the Master Plan process. We believe this positive community buy-in is very valuable and should be celebrated.

Our intention is to make the 2nd event community engagement session (currently scheduled for June 24th) equally successful and even more inclusive than the first session. While the first session captured a wide range of input and ideas, the second session will dive deeper into key issues and themes that emerged from the first session, including protecting the rural, agricultural and small town character of Paonia while also addressing the housing emergency. This and other key topics contain real tensions which we believe require a greater deal of communication and education around options, trade offs, alternatives, and solutions in order to build agreement and cohesion.

The primary reason we are requesting a supplemental budget at this time is that because we put so much effort into the first event, we have limited hours available for the second event. The following team members are now out of, or already over on, community outreach hours: Project Lead Marissa Mommearns is over 15 hrs, MW Studios over 11 hrs, Scott Brown total hours used. We believe that positive public process and engagement is critical to this work and we would like to request a supplemental budget to cover the mailer, team member time on outreach and engagement and event insurance to host the second event at the Paonia K-8 school.

TOTAL: \$3,502.5

- **Mailer:** \$332.5
- **Coffee & Bagels:** \$170
- **Personal Outreach Hours:** \$3,000 Breakdown 60 additional community outreach hours at \$50/hr

Please let us know if you have any questions or would like to talk through this in greater detail.

Thank you!
Calla Rose

January 2023-December 2023	Calla Rose Ostrander	Marissa Monmart	Studio MW	Scott Brow
Budget Category				
Project Management & Administration				
Kickoff Meeting	5	5	4	10
Project Management	30	62.5		10
Administration & Budget Reporting	25	40		
Total Project Hours	60	107.5	4	20
Hours to date	5	10.25		
Composing the Master Plan				
Background Research & Analysis	50	70	30	15
Plan Outline & Writing	50	80	30	15
Revisions	45	45	14	10
Plan Formatting & Design			50	
Total Project Hours	145	195	74	40
Hours to date	5	50	15	17
Visioning & Community/Stakeholder Engagement				
Planning & Design for Public Sessions	20	20	6	30
Facilitation & Event Support for Public Sessions	16	8	4	16
Meetings w/ ToP Boards & Commissions	20	20	6	
Interviews w/ key stakeholders	6	6		
Coordination w/ Housing Consultant		8		
Public Review of Draft Plan	24			
Total Project Hours	86	62	16	46
Hours to date	13	48	16.5	54.5
Total Project Hours by Subcontractor	506	727.25	238.5	183
Hours to Date by Contractor	23	108.25	31.5	71.5
Project Total	1654.75			
Hours used to date	234.25			
% hours used	7.06%			

Town of Paonia

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Parks and Public Safety Committee Requests

Public Safety and Parks Committee Meetings
Suggestions for Board action in Bold
5/16/23

Law Enforcement

Rick Stelter (Trustee Town of Paonia), Dave Knutson (Trustee Town of Paonia), and Chief Matt Laiminger

The Department is continues to closely monitor stream flows and is working with Public Works to prepare for possible flooding from this year’s snowpack. Chief Laiminger will work with Public Works Director Heininger to place a sign at the River Park warning boaters about constraints on river rescue resources.

A citizen complaint about speed at the intersection of Rio Grande and Third was considered. The PPD will increase enforcement of the 25 mph speed limit, consider use of the electric speed monitor trailer, and weigh options for traffic calming. In addition a follow-up to issues with gravel on the K-8 sidewalk will be brought to school officials.

PPD is planning to purchase a drop box for excess pharmaceuticals which would allow citizens to anonymously drop excess prescription medications off.

Per comments at the last Town Council meeting regarding handicapped mobility in town, the **Board is asked to consider the following:**

- 1. Designating a route for mobility access to downtown such as the north side of 3rd street**
- 2. Designate handicapped parking at Town Park**
- 3. Consider a mid-block pedestrian zone on Grand Avenue from Town Hall to Poulos Park**

Officers have been present and doing positive community relations at the Arbol Farm Market.

There is a strong uptick of visitors and tourists which requires more load enforcement resources evidenced by the Festival at Big B’s.

Trustee Stelter recommended investigation of a “cadet” program to notify residents of code violations in Town and to enforce parking regulations on Grand Avenue.

Our Chief cited issues with contracts covering training reimbursements if an officer leaves prior to contract expiration. He plans to bring a proposal for best practices to the Board Meeting in June.

Parks Committee

Present: Rick Stelter (Trustee Town of Paonia), Dave Knutson (Trustee Town of Paonia), Tracy McCurdy (Citizen and Mountain Bike representative), Marissa Mommaerts (Phoenix Rising - Paonia General Plan Consultant), Karen Tarnow (Western Slope Conservation Center)

Tracy McCurdy summarized the recent agreement regarding biking access to Vista Drive out of Apple Valley Park. Lyn Howe and Geoff Rauch (landowners) agreed to allow access through their property and attached **a request for the Board to refer their questions to the Town Attorney regarding right-of-way or easement designation.** Tracy was able to work with local residents on crafting a solution that was supported by all involved parties in Creek Vista HOA and neighbors.

The Board is asked to approve use of Apple Valley Park for Jumbo trailhead parking and to consider the following:

- 1. Fencing and trail preparation for the new easement through the Howe/Rauch property**
- 2. A crosswalk and traffic signs for the Apple Valley Park entrance**
- 3. Directional sign to Apple Valley on 3rd street**
- 4. Make decisions to resolve parking issues at the top of Pan American and on Vista Drive**

Trustee Stelter suggests that resident parking only be allowed by the Board.

Delta County Administrator Robbie LaValley consulted with District Ranger, Levi Broyles to allow weekend overflow parking for Jumbo at the USFS parking lot near Apple Valley.

Karen noted the planned river festival scheduled for June 3 may be moved to Pleasure Park depending on flooding at Paonia River Park. She requested that Paonia Tree Board consider designation of hazard trees along both River Trails. The Nature Connection arranged for a certified crew of sawyers to take down these trees this summer.

Discussion then continued about issues in the Parking Lot at the River Park. Trustee Knutson agreed to contact the Mayor and Chairman Koontz about working on the lot.

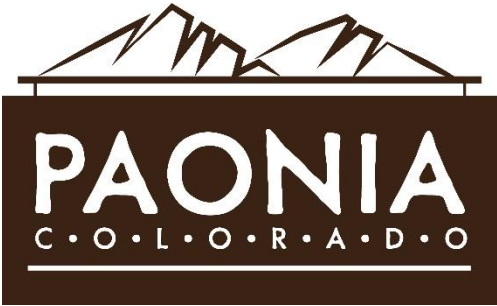
The Pool, Park, and Recreation District is concerned about possible flooding of the Apple Valley pickle ball and tennis courts and requests that the Town consider mitigation with sandbags or a berm. Mayor Bachran has forwarded this request to the Town Administrator for staff action and response.

Town of Paonia

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Consideration and Selection of Colorado Employee
Benefit Trust as Employee Insurance Company for
July 2023- - June 2024



Town Board Staff Report

Subject: CEBT as Employee Insurance

Author: Samira Vetter

Representing: Town Clerk

Date: 6/13/2023

Selection of CEBT as Employee benefit provider

Colorado Employee Benefit Trust provides health services through a share pool system to Governmental Entities and Special Districts in Colorado.

We had an all-eligible staff meeting where Emma Dahlin came and talked to us about the benefits, comparisons and answered questions for us. I received a positive response about trying to change to CEBT from 100% of the staff that attended. As you can see it is comparable to what employees and the Town are paying right now but provides more.

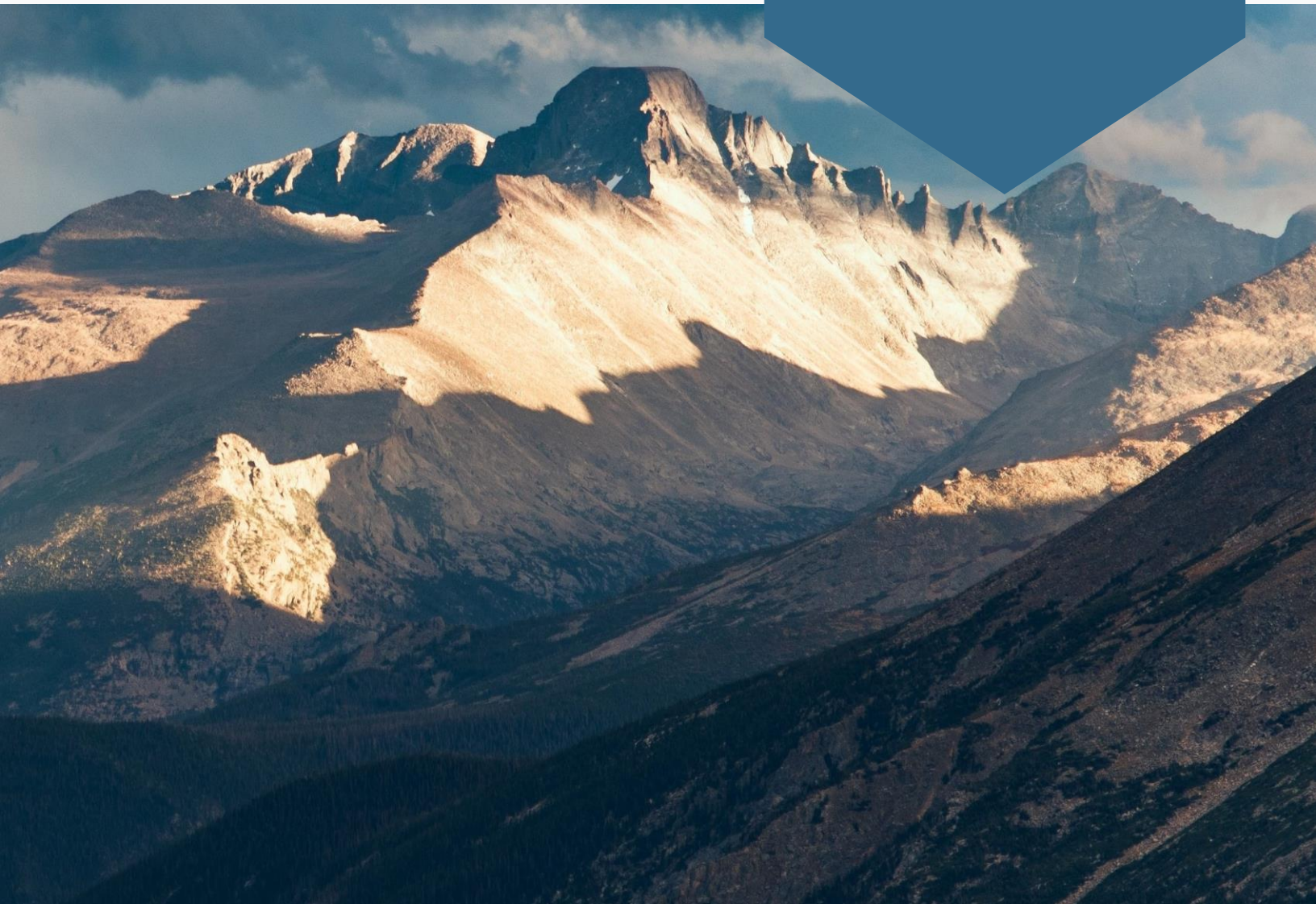
With similar costs to the town and employees you will be able to provide your Staff:

- A choice between 3 health plans from a very simple basic plan to a more benefit rich program for those who wish to have it. Plans are based on a flat rate instead of an age rate like our current plan.
- Lower costs on Dental and Vision for better benefit plans, which is 100% paid by employees
- A life insurance policy for each eligible employee for the cost of \$2.38 a month per employee.
- The opportunity to access tools, at no cost, that cover everything from travel assistance, finding fair medical prices, procedures and counseling services.

**A CEBT PROPOSAL
PREPARED FOR:**

Town of Paonia
PO Box 460
214 Grand Avenue
Paonia, Colorado 81428

Delivering
Employee Benefit
Solutions at
a **HIGHER**
Standard of
Quality



PREPARED BY: Jim Hermann / Emma Dahlin

DATE: May 25, 2023



Willis Towers Watson (WTW) is one of the largest insurance brokerage and consulting firms in the World providing services to a wide array of industries, both for employee benefit plans as well as property and liability risks. Locally, WTW serves 450 public sector employers with over 45,000 members on their employee benefit plans. Willis Towers Watson has been providing the employee benefit services identified below to clients throughout the States of Colorado and Wyoming for over 40 years.

Consulting

- Annual reviews of claim utilization and rates.
- Strategic review of plan design, cost containment programs, funding arrangements, wellness programs, etc.
- Frequent communication of regulatory and legislative changes.

Servicing

- In house customer service team handles all benefit and claim calls for both the member and providers.
- Assistance with employee meetings, open enrollment and general employee/employer questions.

Bookkeeping

- Manage eligibility as well as monthly premium contribution billings and reconciliation.
- Ensure that TPA's receive membership changes and premium on a timely basis.

Brokerage

Manage the RFP process, including plan specifications and cost analysis, carrier negotiations and contract implementation.

Administration

Supply claims forms, online enrollment platform, benefit booklets, employee ID cards, coverage verification, review of new policies and assistance with claims and EOB issues.

Marketing

In addition, WTW is the broker and consultant for the Colorado Employer Benefit Trust (CEBT). This market option is exclusively available through WTW for Colorado governmental entities. WTW provides these public entities with an additional option to consider when reviewing their employee benefit plans.

ABOUT YOUR SERVICE TEAM

Producer | Jim Hermann

This experienced professional is your trusted advisor, empowered to deliver all of CEBT and Willis Towers Watson to your doorstep — and desktop. Jim Hermann serves as the lead consultant who will coordinate and execute the ongoing creation, maintenance, and delivery of reporting deliverables for CEBT clients.

Account Manager | Emma Dahlin

The account manager performs day-to-day service and troubleshooting for WTW clients, assisting in coordinating our resources and solutions to best meet the client's needs. Responsibilities include open enrollment support and managing carrier/vendor processes such as claims resolution.

Customer Service | Team of Ten

The Customer Service Representatives provide benefit and claim information to our members and providers. They can help members with certain coverage options, claim resolution, claim status, Explanation of Benefits, and deductibles. External customer service representatives are available for traveling to groups and presenting for open enrollment, new hire orientation, benefit fairs, or site visits.


Membership and Premium Accounting | Team of Nine


The Membership and Premium Accounting Representatives (MPA) are responsible for the group's eligibility and billing. Each member group is assigned a dedicated MPA representative who enrolls members, processes qualifying events, addresses carrier / vendor service issues, and sends out and reconciles monthly invoices on the date that works best for your group.


In addition, we believe it is critical to surround our clients with deep subject matter expertise beyond benefits. Your client service team is supported by subject matter experts in the areas of Communication, HR, Regulatory Solutions, Health Management and Health Analytics.


COLORADO EMPLOYER BENEFIT TRUST (CEBT)

CEBT
Benefit by Trust

 **87**
School Districts

 **86**
Municipalities

 **7**
Counties

 **250**
Special Districts

MISSION STATEMENT:

"To provide quality health benefit options at a competitive cost with superior service to eligible employer groups."

The Colorado Employer Benefit Trust (CEBT) is a multiple employer trust for public institutions providing employee benefits. Since 1980 CEBT has grown to approximately 37,000 members from over 430 participating groups. The Trust is governed by a board of trustees made up of representatives from participating groups. The Trust has \$260 million in annual premium deposits with approximately \$80 million in total assets.

The goal of the Trust is to spread the risk of adverse claims over a larger base of members and reduce administrative costs. Since the pool is self-insured, the participating groups benefit from positive overall claims experience and low administrative cost. In fact, CEBT has consistently outperformed the market for rate increases. As a general rule, participating groups have rates that are 10% to 15% below similar employers outside the pool.

CEBT has developed substantial reserves to assure long term financial stability. This financial security is further enhanced by purchasing stop loss insurance to protect against unusually large claims.

Partners with:



Sponsor of:



Associate Member of:



Colorado Employer Benefit Trust

Structure

- Non-profit Governmental Health Benefit Trust
- Over 40 years of success
- Long term stability
- Governed by a board comprised of CEBT members
 - Ed VanderTook, Chairman
 - Lorraine Haywood, Treasurer
 - Bob Foster, Secretary
 - Cindy Haigler, Trustee
 - Misty Manchester, Trustee
 - Angela Wurtsmith, Trustee
 - Brian Lessman, Trustee
 - Meredith Quarles, Trustee Intern



Administration

- All employer needs found in one place
 - HIPAA
 - COBRA Administration
 - Eligibility and Billing
 - Health Care Reform questions
 - Member and Provider Customer Service
- Online Enrollment
- Support of employer wellness initiative
- Expertise of Willis Towers Watson available for consultation
- Long term competitiveness



Financial

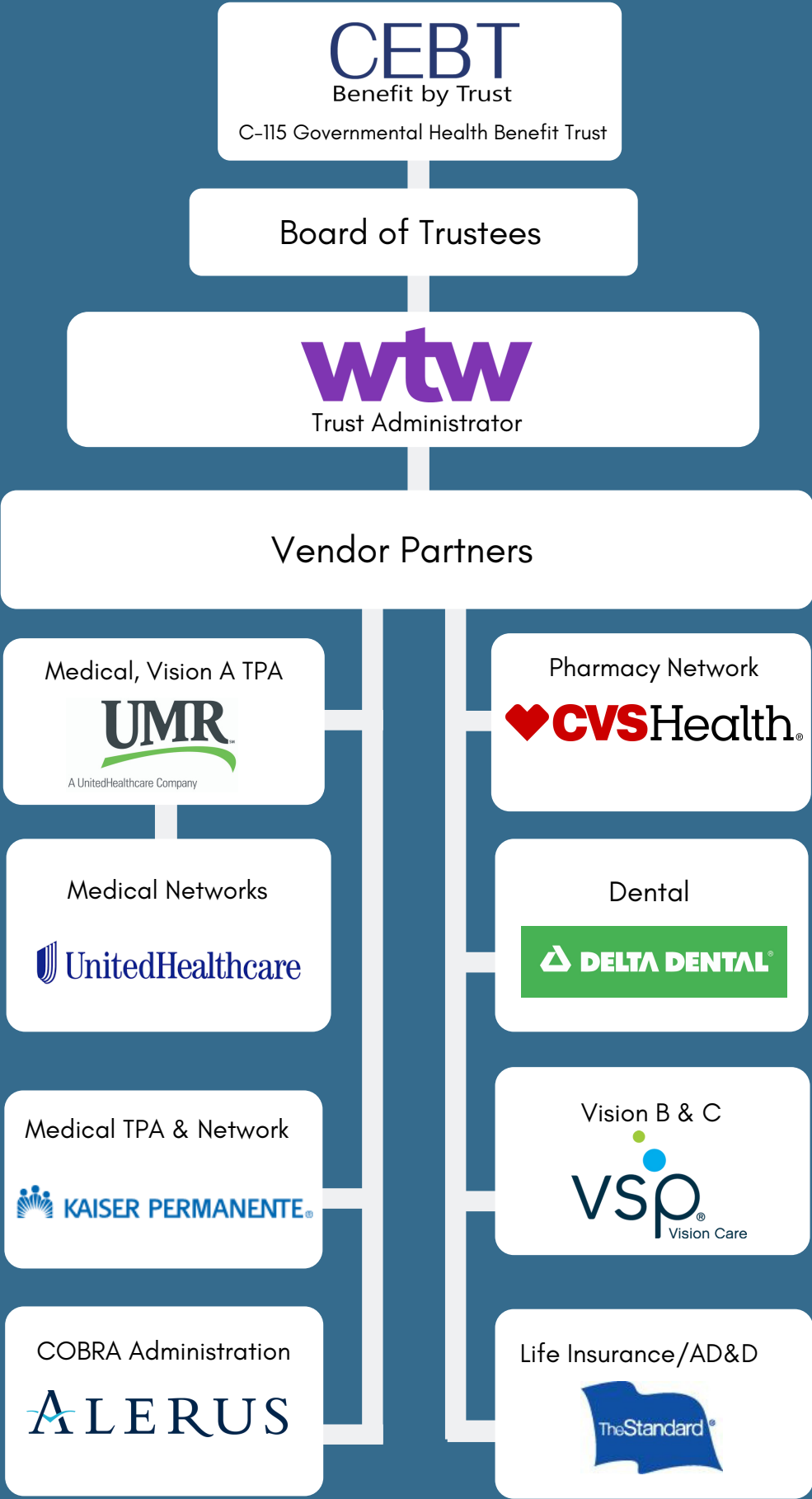
- Potential for dividends
- Reserves already established including a Plan Stabilization Reserve
- No state premium tax
- PPACA Fees paid from surplus
- Mandatory employer PPACA reporting handled by CEBT



Core Benefits

- Multiple Medical, Dental, Vision and Life options
- Multiple Provider Networks







Healthcare Bluebook

Healthcare Bluebook is a cost transparency tool that members can use to shop for healthcare and get rewarded! If a member uses the service and visits a green or fair price provider, they could receive a reward varying from \$25-\$1,500.



Teladoc gives members access 24 hours, 7 days a week to a U.S board-certified doctor through the convenience of phone, video or mobile app visits. This is great for many non-emergency illnesses including flu, allergies, sinus infections and more.



Need help with everyday problems? The Triad EAP offers six free counseling sessions per year, per incident for CEBT members and their dependents under 26. Common issues that members can be seen for are divorce, parenting dilemmas, death of a loved one, relationship issues, and conflict. They also provide legal review and financial counseling.



SurgeryPlus is a supplemental benefit for non-emergency surgeries which provides high-quality care, concierge-level member service and lower costs. CEBT wants members to get the best care possible and will limit or waive member's out-of-pocket costs if you use SurgeryPlus. This benefit is available to those enrolled in one of the CEBT EPO, PPO, or HDHP medical plans.



Travel Assistance Program



A comprehensive program of information, referral, assistance, transportation and evacuation services designed to help you respond to medical care situations and many other emergencies that may arise during travel. Services include:

- Credit Card and passport replacement
- Replacement of prescription medication
- Connection to medical care providers



Omada is a virtual care program that combines data-powered human coaching, connected devices, peer support and tailored curriculum to help members achieve their health goals and make sustainable lifestyle changes. The digital care solution offers four programs that focus on pre-diabetes (prevention), diabetes, hypertension, & musculoskeletal issues.



UMR Additional Benefits

Cancer Resource Services (CRS): A program designed for personal support following a cancer diagnosis. Cancer Resource Services (CRS) will provide guidance, direction, and support through tenured oncology nurses as well as access to quality Cancer Centers of Excellence (COE).

Maternity Care: Get the support you need when considering having a baby, or you are already expecting. UMR Maternity CARE can explain how to reduce your risk of complications and prepare you to have a successful, full-term pregnancy and a healthy baby.

To learn more about the CEBT Value Added Benefits please visit <https://cebt.org/partners-providers>





City of Brush
City of Burlington
City of Castle Pines
City of Craig
City of Delta
City of Evans
City of Federal Heights
City of Florence
City of Fruita
City of Glenwood Springs
City of Gunnison
City of Holyoke
City of Idaho Springs
City of Ouray
City of Salida
City of Trinidad
City of Walsenburg
City of Wheat Ridge
City of Woodland Park
City of Wray
City of Yuma
Town of Akron
Town of Basalt
Town of Bennett
Town of Blue River
Town of Buena Vista
Town of Carbondale
Town of Cedaredge

Town of Creede
Town of Crested Butte
Town of Crestone
Town of Dolores
Town of Dove Creek
Town of Eagle
Town of Fairplay
Town of Fleming
Town of Fraser
Town of Granada
Town of Grand Lake
Town of Green Mountain Falls
Town of Haxtun
Town of Hayden
Town of Hotchkiss
Town of Ignacio
Town of Johnstown
Town of Julesburg
Town of Keenesburg
Town of La Salle
Town of La Veta
Town of Lake City
Town of Limon
Town of Mancos
Town of Mead
Town of Meeker
Town of Mountain Village
Town of Mt. Crested Butte
Town of Nederland
Town of New Castle
Town of Nucla
Town of Nunn
Town of Oak Creek
Town of Olathe
Town of Ophir
Town of Orchard City
Town of Palisade
Town of Parachute
Town of Poncha Springs

Town of Rangely
Town of Rico
Town of Ridgway
Town of Sedgwick
Town of Severance
Town of Silt
Town of Silver Cliff
Town of Silverton
Town of Simla
Town of Stratton
Town of Timnath



Town of Walsh
Town of Wellington
Town of Westcliffe
Town of Wiggins
Town of Windsor
Town of Yampa

CEBT MEDICAL BENEFITS COMPARISON

TOWN OF PAONIA

MEDICAL BASE PLAN	PPO5	PPO6	PPO7
Office Visit (Primary Specialty)	\$45 Copay \$45 Copay	\$50 Copay \$50 Copay	\$55 Copay \$55 Copay
Deductible (Single Family)	\$2,500 \$5,000 Embedded	\$3,000 \$6,000 Embedded	\$4,000 \$8,000 Embedded
Coinsurance (In Out)	20% In *40% Out	20% In *40% Out	20% In *40% Out
Out of Pocket Single (In Out)	\$4,500 \$9,000	\$5,000 \$10,000	\$6,000 \$12,000
Out of Pocket Family (In Out)	\$9,000 \$18,000	\$10,000 \$20,000	\$12,000 \$24,000
Inpatient Hospital	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max
Outpatient Hospital	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max
Rx Retail	Generic \$20 Preferred \$40 Non-Preferred \$60	Generic \$20 Preferred \$40 Non-Preferred \$60	Generic \$20 Preferred \$40 Non-Preferred \$60
Rx Mail Order	2 X Copay	2 X Copay	2 X Copay
Preventative Visit	Covered 100%	Covered 100%	Covered 100%
Chiropractic	*\$45 Copay 20 Visits per year	*\$50 Copay 20 Visits per year	*\$55 Copay 20 Visits per year
Teladoc	Covered 100%	Covered 100%	Covered 100%
Telehealth	\$45 Copay	\$50 Copay	\$55 Copay
Advanced Imaging	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max
X-ray	\$45 Copay office setting Outpatient setting Deductible + 20% to OOP Max	\$50 Copay office setting Outpatient setting Deductible + 20% to OOP Max	\$55 Copay office setting Outpatient setting Deductible + 20% to OOP Max
Lab	\$45 Copay	\$50 Copay	\$55 Copay
Urgent Care	\$75 Copay	\$75 Copay	\$75 Copay
Emergency Care	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max

This comparison of coverage is intended only as a general description for the principle in network features of the benefit plans. If there are questions about a particular benefit or the coverage tier, please refer to the full plan document that is posted on the www.cebt.org website for specific coverage details.

*Charges are subject to Usual & Customary (U&C). These charges are considered in excess of the Reasonable Reimbursement, the Recognized Amount, the Usual and Customary charge, the Negotiated Rate, or the fee schedule. Exclusions under this category do not apply to payments that may be required under the No Surprises Act.

Preventative Services – will be processed following the Federal Patient Protection and Affordable Care Act. For more information on these services go to <https://cebt.org/resources/benefit-booklets>.

PPO Note: Combination of PPO and Non PPO out of pocket limit will never exceed the Non PPO out of pocket limit.

PPO Plan deductibles fall under the definition of an Embedded deductible where any single member of a family doesn't have to meet the full family deductible for the after-deductible benefits to kick in. Once they meet the individual deductible, plan benefits will start to pay.

CEBT DENTAL BENEFITS COMPARISON

TOWN OF PAONIA

BENEFIT INFORMATION (SUBJECT TO DENTAL GUIDELINES)

PREVENTION FIRST PPO AND PREMIER NETWORKS ONLY	Diagnostic and Preventive services do not count against the annual maximum when you see a PPO or Premier provider for all services.	
RIGHT START 4 KIDS PPO AND PREMIER NETWORKS ONLY	Covers children up to their 13th birthday at 100% with no deductible (for the same services outlined in the plan, up to the annual maximum, and subject to limitations and exclusions). The child must see a Delta Dental PPO or Premier provider to receive the 100% coinsurance. If an out-of-network provider is seen, the adult coinsurance levels will apply. Orthodontics, if selected as part of the group's plan, is not covered at 100% but at the plan's listed coinsurance.	
COVERED SERVICES	DENTAL B PPO AND PREMIER	DENTAL C PPO AND PREMIER
Annual Max	\$1,500	\$1,500
Deductible (Single Family)	\$50 \$150	\$50 \$150
Preventative Visit	Covered at 100% routine exams & cleanings 2 times per cal year, bitewing x-rays once per cal year, full mouth x-rays eligible once in a 5-year period	Covered at 100% routine exams & cleanings 2 times per cal year, bitewing x-rays once per cal year, full mouth x-rays eligible once in a 5-year period
Basic Services	Covered at 80% emergency treatment, space maintainers, simple extractions, anesthesia and restorative fillings, oral surgery, endodontics, periodontics, root canal	Covered at 80% emergency treatment, space maintainers, simple extractions, anesthesia and restorative fillings, oral surgery, endodontics, periodontics, root canal
Major Services	Covered at 50% crowns, partial or full dentures, implants	Covered at 50% crowns, partial or full dentures, implants
Orthodontia Services	Covered at 50% with lifetime max of \$1,500. Dependent children eligible up to age 19. Treatment must be completed by age 19.	Not Covered

You are enrolled in a Delta Dental PPO plus Premier plan. You and your family members may visit any licensed dentist, but will enjoy the greatest out-of-pocket savings if you see a Delta Dental PPO dentist. There are three levels of dentists to choose from.

PPO Dentist - Payment is based on the PPO dentist's allowable fee, or the actual fee charged, whichever is less.

Premier Dentist - Payment is based on the Premier Maximum Plan Allowance (MPA), or the fee actually charged, whichever is less.

Non-Participating Dentist - Payment is based on the non-participating Maximum Plan Allowance. Members are responsible for the difference between the non-participating MPA and the full fee charged by the dentist. You will receive the best benefit by choosing a PPO dentist.

Members may add coverage once a year at Open Enrollment. Coverage may only be dropped by an employee or dependent with proof of qualifying event. This is a brief description of services covered under your dental plan. Please refer to the Plan Document for full plan details. If differences exist between this summary and the Plan Document, the Plan Document will govern.

CEBT VISION BENEFITS COMPARISON

TOWN OF PAONIA

COVERAGE	VISION B	VISION C
Carrier Network	VSP	VSP
Benefit Frequency	Exam and Lenses eligible every 12 months Frames eligible every 24 months 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last Well Vision Exam. Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details.	Exam, Lenses and Frames eligible every 12 months 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last Well Vision Exam. Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details.
Routine Exam	\$15 Copay	\$10 Copay
Lenses, per pair		
Single	\$15 Copay	\$10 Copay
Bifocal	\$15 Copay	\$10 Copay
Trifocal	\$15 Copay	\$10 Copay
Lenticular	\$15 Copay	\$10 Copay
Frames	\$160 Allowance	\$175
Contacts	\$160 Allowance	\$175

EXTRA SAVINGS (for Vision Plan B and Vision Plan C)	Glasses and Sunglasses
	Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details.
	20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.
	Routine Retinal Screening
	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam
	Laser Vision Correction
	Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities.

Exclusions: Benefits covered under Worker's Compensation Act, surgery or medical treatment of eyes, replacement of lost, stolen or broken lenses and/or frames, services and supplies for which you or your dependent are not required to pay, services and supplies not listed.

An employer must have at least 25% of the eligible employees enrolled in the plan in order to offer coverage.

This is only intended to highlight some of the pertinent provisions of the Group Plan; such Plan will control in all instances.

CEBT LIFE BENEFITS



SCHEDULE OF BENEFITS
LIFE INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

CLASS	AMOUNT OF LIFE INSURANCE*	FULL AMOUNT OF AD&D INSURANCE
All employees	\$20,000	\$20,000

*Your amount of insurance will be reduced as follows:

Age	65	40%
	70	65%
	75	75%
	80	80%

This is only intended to highlight some of the pertinent provisions of the Group Plan; such Plan will control in all instances.

SMALL GROUP RATE SUMMARY
(EFFECTIVE JANUARY 1, 2023)

MEDICAL	PPO 5	PPO 6	PPO 7
Employee	\$ 768	\$ 706	\$ 650
Employee + spouse	\$1,564	\$1,440	\$1,325
Employee + children	\$1,447	\$1,331	\$1,225
Family	\$1,880	\$1,728	\$1,593

DENTAL	PLAN B	PLAN C
Employee	\$ 31	\$31
Employee + spouse	\$ 64	\$63
Employee + children	\$ 87	\$64
Family	\$118	\$97

VISION	PLAN B	PLAN C
Employee	\$ 9	\$11
Employee + spouse	\$12	\$15
Employee + children	\$11	\$14
Family	\$20	\$26

LIFE & AD&D	
\$20,000	\$2.80 per employee per month

PROPOSAL ASSUMPTIONS

1. The effective date for the proposed coverage is **July 1, 2023**. The group must be enrolled at least two weeks prior to the effective date. If enrollment does not occur within this timeframe, the proposed rates and effective date of coverage may be adjusted.
2. Proposed rates are guaranteed through **December 31, 2023**, at which time an annual renewal will be provided. If, at any time, enrollment changes by 10% or more, CEBT has the option to rerate the plans.
3. Proposed rates assume that Willis Towers Watson will be the Broker of Record for all employee benefit plans.
4. Proposed rates are based on the accuracy of the data that has been supplied by the employer. All rates are based on final enrollment and any change from census data submitted by the employer may result in changes to the proposed rates.
5. Proposed rates do not assume any provisions for retiree coverage, unless specifically indicated.
6. Proposal is subject to full disclosure of any pending or large claims and final underwriting by Willis Towers Watson, on behalf of CEBT. In all cases, CEBT has the right of last refusal if the employer does not meet minimum underwriting requirements.
7. All employees eligible for medical coverage must enroll in the employer paid life insurance coverage and at least 60% must enroll in the medical coverage.
8. If a group terminates coverage with CEBT at the first renewal, the group will be responsible for payment of its own incurred but not reported claims ("run-out claims"). If a group terminates coverage with CEBT at the second renewal or later, CEBT will pay run-out claims pursuant to the CEBT Participation Agreement.
9. Proposals, transfers of business, and changes in coverage shall be in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable laws and regulations.
10. The employer is responsible for notifying its current insurance carrier of any changes in coverage or terminations in accordance with the terms of the applicable agreement or policy.

DISCLAIMERS

Willis Towers Watson (Company) predominately acts in an agent's capacity as a representative of one or more insurance companies. In such agent cases, the Company receives commissions from the insurers and may also receive contingent compensation, based on factors such as volume or profitability. The Company may be a party to other compensatory arrangements with insurers or other intermediaries through which the Company places your insurance. The Company may also receive interest on fiduciary or trust accounts in which premium payments are held before payment to the insurers. At your request, the Company will be pleased to supply further details of any such compensation plan that relates to your account. Unless the Company has a written agreement where the Company represents that it will be acting in a broker's capacity and will be compensated only by agreement with the client or is acting as a wholesaler for other licensed producers, the Company will be acting in an agent's capacity.

The summaries of coverages throughout this proposal are informative only and are not intended to express any legal opinion as to the nature of coverage. The coverage described herein is subject to all the terms, exclusions and conditions of the employee benefit plan(s) and policies. Refer to the policy and Plan Documents for details regarding coverage and all other terms. Any issues regarding coverage, eligibility, or contractual matters shall be governed by the Plan Documents and policies.

Any general opinions for comparison purposes offered by this study should not be considered as legal opinion. Any employer seeking legal guidance pertaining to the benefit plan should consult with its legal counsel.

This document was prepared for your sole and exclusive use and on the basis agreed by you. It was not prepared for use by any other party and may not address their needs, concerns or objectives. This document shall not be disclosed or distributed to any third party other than as the Company agrees to in writing. The Company does not assume any responsibility or accept any duty of care or liability to any third party who may obtain a copy of this presentation and any reliance placed by such party on it is entirely at their own risk.

WILLIS TOWERS WATSON
STANDARD TERMS
&
CONDITIONS

**WILLIS TOWERS WATSON
EMPLOYEE BENEFIT TRUST COMMISSIONS**

Below is a schedule of our commission compensation from your Employee Benefits Placement. *You may not have all the products listed.*

- CEBT Medical, Dental and Vision are based on the number of employees covered by the medical plan, according to the following scale. If no medical plan exists, the dental or vision plans will be used to determine the commission scale.

# OF COVERED EMPLOYEES	COMMISSION %
001 – 099	3.4 %
100 – 249	2.9 %
250 – 499	2.4 %
500 – 999	1.9 %
1,000 +	1.4 %

- CEBT Employer Paid life Insurance 3%
- CEBT Voluntary Life Insurance 5%
- Special District Association Disability program Long & Short Term 9%
- CEBT Small Group Disability program commission is based on the following scale:

LONG TERM	
Annual Premium	
First \$15,000 (\$0 - \$15,000)	15 %
Next \$10,000 (\$15,001 - \$25,000)	10 %
Next \$25,000 (\$25,001 - \$50,000)	5 %
Amount over \$50,000	1 %
SHORT TERM	
Annual Premium	
First \$2,000 (\$0 - \$2,000)	15 %
Next \$8,000 (\$2,001 - \$10,000)	10 %
Next \$15,000 (\$10,001 - \$25,000)	6 %
Next \$25,000 (\$25,001 - \$50,000)	4 %
Next \$50,000 (\$50,001 - \$100,000)	2 %
Next \$150,000 (\$100,001 - \$250,000)	1 %
Amount over \$250,000	0.5 %

If you have any questions or concerns regarding our compensation, please don't hesitate to call us.

Health & Benefits Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through a WTW company is subject to the following terms and conditions (the “**Brokerage Terms**”).

1. Brokerage Terms and Conditions

- 1.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that WTW will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 1.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 1.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 1.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 1.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 1.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 1.7. You must timely and properly report all claims in accordance with your insurance policies. You agree that we are not responsible for reporting claims on your behalf. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.
- 1.8. Our compensation may be revised if you request a change in the coverages and/or services we provide under the SOW or these Brokerage Terms and we enter into a written agreement documenting any change in coverages, services and compensation. If we are compensated by commissions paid by insurers, we will be entitled to retain the commissions for new coverages, revised coverages, or other material change in coverages.

- 1.9. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.
- 1.10. Our obligation to render services to you ceases on: (a) the effective date of termination of the SOW, or (b) if you have not entered into a SOW, the earlier of: (i) 60 days prior written notice by either party terminating the services, or (ii) with respect to any coverage subject to these Brokerage Terms, the effective date of a change in your broker of record for that coverage (the "**Termination Date**"). Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after the Termination Date, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the Termination Date for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect on the Termination Date.
- 1.11. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Brokerage Terms.
- 1.12. If we are assisting you with stop loss coverage, you understand and agree that we are acting as an independent consultant/broker in assisting you with the placement of stop loss coverage. You further agree that our role is limited to assistance in resolution of broad issues or systemic disputes between you and your selected carrier relative to dissatisfaction with a carrier's products or services, including processing of claims, delayed payment of claims, missing/incorrect data feeds, and gaps or omissions between any final proposal document and implemented coverage. We are not able to provide an opinion on whether any particular complete or partial claim denial, is appropriate. Our role relative to any specific claim disputes would be limited to facilitation of a discussion between the stop loss carrier, medical/prescription drug administrator, and you to outline the issues and identify next steps and responsible parties. For avoidance of doubt, facilitation of specific claim disputes among the parties is not included in our services, unless specifically outlined in a separate statement of work and scope of services. If you would like us to perform that function, please let us know and we will work with you to determine the scope and fees for such work.

2. Brokerage Disclosures

- 2.1. If a WTW affiliate or office located outside of the United States or Canada serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services which compensation may not be included in the fee.
- 2.2. To the extent WTW is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 2.3. The compensation that will be paid to WTW will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business WTW provides to the insurer or the profitability of insurance contracts WTW provides to the insurer also may affect compensation. WTW may accept this compensation in locations where it is legally permissible and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in contingent compensation does not play any role in WTW's placement recommendations on behalf of its clients. WTW will decline to accept contingent compensation from an insurer if such compensation cannot be attributed or allocated by the insurer to a particular client. If you prefer that we not accept contingent compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their contingent payment calculations.
- 2.4. Upon request, WTW will provide you with additional information about the compensation WTW expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

- 2.5. WTW may place your insurance or other business with members of a panel of insurers or other vendors. WTW develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. WTW discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, WTW may earn a referral fee for referring your business to certain vendors.
- 2.6. In some cases, the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 2.7. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. WTW will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal and will do so at any time upon your request.
- 2.8. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk or providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance by the insurers. When we place your insurance business in such a situation as we will receive compensation related to these services from an insurer, we will inform you and disclose that we may receive compensation. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration or reinsurance services to insurer clients. In such cases we or they will be compensated, separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under these Brokerage Terms.
- 2.9. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.
- 2.10. To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of WTW PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

3. Disclosures only applicable in the United States.

- 3.1. The Consolidated Appropriations Act, 2021 (CAA) amends ERISA by requiring brokers and consultants to disclose both direct and indirect compensation received in relation to services provided to the group health plan. In general, direct compensation received by us is any fee you pay to us using plan assets and indirect compensation is generally any other compensation we receive in connection with our services to the plan as your broker or consultant. The description of our services and our compensation (direct, indirect, or other compensation) we receive in connection with the services we provide to you can be found in one or all of the following documents, as applicable to our arrangement: Master Services Agreement/Terms and Conditions, Statement(s) of Work, Brokerage Terms, Conditions and Disclosures Document, Additional Insurance Terms & Disclosure Document and/or a stand-alone Compensation Disclosure Document. For additional information regarding the above disclosure requirements, please see ERISA Section 408(b)(2)(B).
- 3.2. WTW and its employees may receive indirect compensation from plan vendors and service providers (such as insurers or third party administrators) that is not in connection with any particular client. This incidental compensation includes items such as promotional and holiday gifts, meals, tickets to a sporting or entertainment event, or expense reimbursement in connection with educational meetings, client workshops or events, or marketing or advertising initiatives, including services for identifying prospective clients. Plan vendors and service providers may also pay or reimburse WTW for the costs associated with education or training events that may be attended by WTW employees and WTW-sponsored conferences and events. Based upon historical data and on a per client basis, WTW estimates the value of the above compensation is less than \$100 per client annually.
- 3.3. If and to the extent that any portion of WTW's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not WTW, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Based on historical market data, we estimate that our commissions may range from 0% to 20% of premium depending on lines of coverages selected, the insurer selected, and geographical location. Based on historical market data, we estimate that directed fees we may receive from insurers/third party administrators in connection with your self-funded plans may range between \$0 and \$10 per employee per month or between 0% and 5% of monthly fees. Refined estimates of the amounts we might earn as described in this paragraph will be discussed with you and disclosed to you prior to placement.
- 3.4. WTW will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that WTW provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an administrative services only contract with a third party administrator pursuant to which WTW receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.
- 3.5. As further explained in section 3.3, we may receive contingent compensation in relation to our brokerage services we provide to you. Based on historical market data, we estimate that our contingent compensation may range from 0% to 5% of the total premium placed for all lines of coverage.
- 3.6. We may also receive additional compensation from certain carriers depending on the line of business that we place for you. This additional compensation is distinct from contingent compensation and is additional compensation we receive in addition to the standard commission rate offered by carriers based upon pre-negotiated commission rates with carriers at a corporate level or in connection with the services we provide to you in section 3.5. Based upon historical market data, our additional compensation may be between 0% and 6% of the premium placed on particular lines of coverage and the carrier you choose. The amount of this compensation, if applicable, will be discussed with you and disclosed to you prior to placement.
- 3.7. WTW is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by WTW under an applicable Statement of Work are ministerial and not fiduciary in nature, that WTW has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that WTW is not providing any advice with respect to products that may have an investment component, and that WTW's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.



- 3.8. You agree that any enrollment or census data provided to WTW will be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request WTW to share employee data with are authorized to receive the employee data.
- 3.9. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with WTW to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.
- 3.10. If any of our affiliates or subcontractors receive compensation related to these services on a transaction basis as that term is defined in ERISA Section 408(b)(2)(B), we will identify the affiliate and/or subcontractor receiving such compensation. This Agreement or your agreement with that affiliate or subcontractor will detail the services those entities are providing to you and their compensation.
- 3.11. The Texas Department of Insurance maintains a toll-free telephone number (1-800-252-3439) which you may call if you have complaints regarding fees charged by any insurance producer. You also may contact the Texas Department of Insurance at ConsumerProtection@tdi.state.tx.us. The Texas Department of Insurance's website is www.tdi.state.tx.us and its mailing address is P.O. Box 149104, Austin, TX 78714-9104.

4. General Terms and Conditions

- 4.1. **Taxes.** Any fees or rates quoted or estimated shall be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, WTW will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.

- 4.2. **Our Responsibilities.** We shall provide the Services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "Work Product") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the Services. We do not provide legal, accounting or tax advice.

- 4.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the Services.

You represent that you are in compliance, and will continue to comply, with all laws, rules, regulations or government authority guidance applicable to you. If WTW determines that the services WTW performs for you relate to operations or activities prohibited by or inconsistent with any applicable law, rule, regulation or government authority guidance, it reserves the right to immediately terminate these Brokerage Terms in its entirety and/or decline to provide certain services.

- 4.4. **Intellectual Property Rights and Work Product.** You shall retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We shall retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with the terms and conditions of these Brokerage Terms and any applicable Statement of Work, as if it were a party to them, and you remain responsible for such compliance.

You shall not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 4.5. **Confidentiality and Data Privacy.** Each Party (the “**Recipient**”) shall protect all confidential information which the other Party (the “**Discloser**”) provides to it (whether orally, in writing or in any other form) (“**Confidential Information**”) using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information shall not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient shall, if permitted by law, notify, and cooperate with the Discloser, at Discloser’s expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each Party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the Parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information (“**Personal Data**”). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and process any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to whom such Personal Data relates, that may be required for us to use the Personal Data for the purpose of providing the Services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each Party shall comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise. We may retain such information and data as may be required by applicable law, regulation, or our record retention and business continuity policies and procedures.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 4.6. **Limitation of Liability.**

(a) If the services do not conform to the requirements agreed between the Parties, you shall notify us promptly and we shall re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming Services. The re-performance of the Services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the Parties for the performance of services. Whether or not such re-performance or refund would provide an adequate remedy for any loss or damage suffered by you or any third party, the aggregate liability taken together of Willis Towers Watson, our affiliates and our and their respective employees, directors, officers, agents and subcontractors (“**Related Persons**”) arising from or in any way connected with the services, whether in contract, tort (including, without limitation, negligence), or for breach of statutory duty or otherwise, shall not exceed in aggregate the greater of (i) \$250,000 or (ii) the total amount of the fees paid to us for the services provided pursuant to that Statement of Work during any 12-month period beginning with the commencement of that Statement of Work, unless otherwise agreed in writing. Notwithstanding the above, the foregoing shall not limit the liability of Willis Towers Watson or the Related Persons in the case of: (i) death or personal injury resulting from our or our Related Person’s negligence; (ii) willful misconduct; (iii) fraud; or (iv) other liability to the extent that the same may not be excluded or limited as a matter of law.

(b) In no event shall we or any of our Related Persons or affiliates be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.

(c) Where we are jointly liable to you with another party, we shall to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.

- 4.7. **Third Parties.** For the avoidance of doubt, section 4.6 confers rights on the Related Persons which may be enforced by any of them. Otherwise, no person who is not a party to these Brokerage Terms shall have the right to enforce any of these terms. We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 4.8. **Termination.** Except as may otherwise be agreed in an applicable Statement of Work or other written agreement, either Party may terminate these Brokerage Terms or any Statement of Work on 30 days' written notice to the other Party. We shall be entitled to be paid for services rendered up to the effective date of any such termination, and for expenses incurred. Any provision of these Brokerage Terms or any Statement of Work that would be reasonably intended to apply after termination will do so, including sections 4.4, 4.5, 4.6, 4.7, 4.12, and 4.13.
- 4.9. **Force Majeure.** Neither Party shall be liable for any delay or non-performance of its obligations arising under any Statement of Work caused by an event beyond its control (a "**Force Majeure Event**") provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either Party may terminate any Statement of Work by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 4.10. **Miscellaneous.** In respect of each project, these Brokerage Terms, together with the applicable Statement of Work, sets out the complete and exclusive statement of agreement and understanding between the Parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to the subject matter of the Statement of Work in question. Any modifications of or amendments to these Brokerage Terms or a Statement of Work or a change to the services must be in writing and agreed by the Parties. Should any provisions of these Brokerage Terms or any provisions of a Statement of Work be declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

Neither Party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing Services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the Services, we will remain ultimately responsible for the provision of the Services.

Neither Party shall have any liability in respect of any statement (except in the case of fraud where the liability of each Party to the other shall be unlimited) made by such Party or on its behalf to the other Party which is not contained in these Brokerage Terms or in the applicable Statement of Work and each Party acknowledges that it has not entered into these Brokerage Terms or any Statement of Work, or will enter into a Statement of Work, in reliance on any representation by the other Party which is not contained in these Brokerage Terms or the applicable Statement of Work.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 4.11. **Sanctions and Export Control.** Sanctions and export control laws from Canada, the EU, United States, and other government authorities prohibit companies, including WTW, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.
- 4.12. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Brokerage Terms. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by (in the US) Judicial Arbitration and Mediation Services (JAMS) or (in Canada) the National Mediation Rules of the ADR Institute of Canada then in force before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved

without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Brokerage Terms which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state or province as provided for in Section 4.13 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the (in the US) Commercial Arbitration Rules of the American Arbitration Association or (in Canada) the Canadian Arbitration Rules of the ICDR Canada. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

- 4.13. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of (in the US) the State of New York or (in Canada) the Province of Ontario without regard to (as applicable) New York's or Ontario's provisions governing conflicts of laws.

5. Disclosures only applicable in Canada.

- 5.1. It is the express wish of the parties that these Brokerage Terms and any related documents be drawn up in and executed in English. Les parties souhaitent expressément que cette entente et tous les documents s'y rapportant soient rédigés et signés en anglais.

6. Inquiries and Complaints

- 6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.

Town of Paonia
 Willis Towers Watson-- CEBT Proposal
 Thursday, May 25, 2023

MEDICAL - 2023				
	Current	Colorado Employer Benefit Trust		
Plan	UnitedHealthcare Navigate CBWX / 836	PPO 5	PPO 6	PPO 7
Coinsurance	20% In Network Only	20% In / 40% Out	20% In / 40% Out	20% In / 40% Out
Office Visit	\$35 Copay	\$45 Copay	\$50 Copay	\$55 Copay
Specialist Visit	\$70 Copay	\$45 Copay	\$50 Copay	\$55 Copay
Preventive Visit	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Lab	Deductible + 20% to OOP Max	\$45 Copay	\$50 Copay	\$55 Copay
X-ray	Deductible + 20% to OOP Max	\$45 copay in office setting, outpatient subject to deductible	\$50 copay in office setting, outpatient subject to deductible	\$55 copay in office setting, outpatient subject to deductible
Deductible Single In / Out	\$3,500	\$2,500 Combined	\$3,000 Combined	\$4,000 Combined
Deductible Family In / Out	\$7,000	\$5,000 Combined	\$6,000 Combined	\$8,000 Combined
Out of Pocket Single In / Out	\$7,900	\$4,500 / \$9,000	\$5,000 / \$10,000	\$6,000 / \$12,000
Out of Pocket Family In / Out	\$15,800	\$9,000 / \$18,000	\$10,000 / \$20,000	\$12,000 / \$24,000
Telemedicine	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Imaging CT/PET/MRI	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max
Inpatient Hospital	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max
Outpatient Hospital	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max
Urgent Care	\$35 Copay	\$75 Copay	\$75 Copay	\$75 Copay
Emergency Care	\$500 Copay then 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max
RX Retail	Tier 1: \$15 copay Tier 2: \$50 copay Tier 3: \$135 copay Tier 4: \$350 copay	Generic \$20 Preferred \$40 NonPreferred \$60	Generic \$20 Preferred \$40 NonPreferred \$60	Generic \$20 Preferred \$40 NonPreferred \$60
RX Mail Order	2.5 X Copay	2 X Copay	2 X Copay	2 X Copay
Rates	Current	CEBT Small Group Rates Eff 1/1/2023 - 12/31/2023		
Employee	8	\$768.00	\$706.00	\$650.00
Employee + Sp	3	\$1,564.00	\$1,440.00	\$1,325.00
Employee + Child	2	\$1,447.00	\$1,331.00	\$1,225.00
Family	1	\$1,880.00	\$1,728.00	\$1,593.00
TOTAL	14	\$13,922.63	\$15,610.00	\$14,358.00
Annualized	\$167,071.56	\$187,320.00	\$172,296.00	\$158,616.00
Change from Current (\$)		\$20,248.44	\$5,224.44	(\$8,455.56)
Change from Current (%)		12%	3%	-5%

THIS BENEFIT SUMMARY IS FOR ILLUSTRATION PURPOSES ONLY. Proposal is not to be construed as an exact or complete analysis of the policies nor as legal evidence of insurance.

Town of Paonia
Willis Towers Watson-- CEBT Proposal
Thursday, May 25, 2023

DENTAL - 2023				
Plan	Current		Colorado Employer Benefit Trust	
	Delta Dental PPO Plan 4		Plan B	Plan C
Network	Delta Dental		Delta Dental	Delta Dental
Right Start 4 Kids	Included		Included	Included
Prevention First	N/A		Included	Included
Single Deductible	\$50		\$50	\$50
Family Deductible	\$150		\$150	\$150
Annual Maximum	\$1,000		\$1,500	\$1,500
Preventive Services	Deductible Waived		Deductible Waived	Deductible Waived
Cleaning, Exams, X-rays	Covered 100%		Covered 100%	Covered 100%
Basic Services	Deductible Applies		Deductible Applies	Deductible Applies
Fillings, Extractions, Oral Surgery Periodontics, Endodontic	Covered 80%		Covered 80%	Covered 80%
Major Services	Deductible Applies		Deductible Applies	Deductible Applies
Crowns, Dentures	Covered 50%		Covered 50%	Covered 50%
Orthodontia	Not covered		Covered 50%	N/A
Lifetime Maximum Eligible			\$1,500 Children up to age 19	
Rates	Current		CEBT Small Group Rates Eff 7/1/2023	
Employee	8	\$35.05	\$31.00	\$31.00
Employee + Spouse	1	\$69.84	\$64.00	\$63.00
Employee + Children		\$71.39	\$87.00	\$64.00
Family		\$107.22	\$118.00	\$97.00
TOTAL	9	\$350.24	\$312.00	\$311.00
Annualized		\$4,202.88	\$3,744.00	\$3,732.00
Change from Current (\$)			(\$458.88)	(\$470.88)
Change from Current (%)			-11%	-11%

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Town of Paonia
Willis Towers Watson-- CEBT Proposal
Thursday, May 25, 2023

VISION - 2023				
	Current		Colorado Employer Benefit Trust	
Plan	VSP Choice Plan		VSP Plan B 12/12/24	VSP Plan C 12/12/12
Network	VSP		VSP	VSP
Exam	12 Months: \$10 Copay		12 Months: \$15 Copay	12 Months: \$10 Copay
Lenses	12 Months: \$25 Copay		12 Months: \$15 Copay	12 Months: \$10 Copay
Frames	12 Months: \$130 Allowance		24 Months: \$160 Allowance	12 Months: \$175 Allowance
Contacts	12 Months: \$130 Allowance		12 Months: \$160 Allowance	12 Months: \$175 Allowance
Rates	Current		CEBT Small Group Rates Eff 7/1/2023	
Employee	5	\$13.08	\$9.00	\$11.00
Employee + Spouse	2	\$20.93	\$12.00	\$15.00
Employee + Children	3	\$21.37	\$11.00	\$14.00
Family	1	\$34.45	\$20.00	\$26.00
TOTAL	11	\$205.82	\$122.00	\$153.00
Annualized		\$2,469.84	\$1,464.00	\$1,836.00
Change from Current (\$)			(\$1,005.84)	(\$633.84)
Change from Current (%)			-41%	-26%

THIS BENEFIT SUMMARY IS FOR ILLUSTRATION PURPOSES ONLY. Proposal is not to be construed as an exact or complete analysis of the policies nor as legal evidence of insurance.

Town of Paonia

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Board policy for Town cost share of health
benefits

To: The Honorable Mayor Mary Bachran and Board of Trustees

From: Leslie Klusmire, Interim Town Administrator

RE: Administrator's Report

Date: June 13, 2023

Recommendation: Discuss the Board's preference for the Town share of health Insurance benefits for employees and dependents. Direct Interim Town Administrator to draft policy for Board approval.

The Board sets the policy for benefits in the Town at the recommendation of the Town Administrator. We can find no record that the Board approved an update to the personnel code that indicates the health insurance benefit. The historical knowledge is that the Town pays 90% of the employee health benefit and 50% of the employee benefit. The Finance Director extended the Town's 90% share to all employees and dependents. Neither policy was ever approved. My guess is that someone thought the budget sets personnel policy, but that's not true. It just sets the annual budget expense for the Town portion of the health benefit. In addition, some employees were told different information. The Board needs to establish a health benefits policy.

I recommend that you stick to what the Board thinks they approved or what the Finance Director implemented:

Option 1: Pay 90% of the employee health benefit and 50% of the dependent benefit,
OR

Option 2: Pay 90% of the employee health benefit and 90% of the dependent benefit (this is what has been implemented for several years). We don't know if this is what was budgeted, but the Town has been paying according to this option.

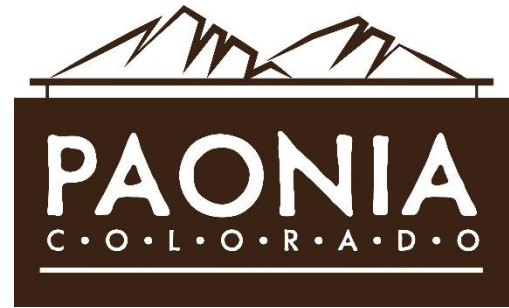
If you want to change the health benefit significantly from either of those options, I recommend you wait until the budget process to discuss that so you can see the financial implications of that.

To implement a policy, there is some required noticing the Town must do, which appears never to have been done. Therefore, it will take several months to implement.

Town of Paonia



UMB Purchasing Cards



Town Board Staff Report

Subject: UMB Financial

Author: Samira Vetter

Representing: Town Clerk

Date: 6/13/2023

UMB Purchasing or P-Cards

Our credit cards will be expiring at the end of this month and we would like your approval to switch to the P-Cards through UMB Financial. Our Governmental Accountant, Michelle is knowledgeable about them from past use and will be a part of helping get them set up correctly to get the most efficient use out of them. While it is very like a credit card, it can be set up to automatically allocate into correct funds on the invoice based on which card is used, which cuts down on staff time when it comes to input. There is also a rewards program which could potentially offset some cost when it comes to things, we use them for the most such as travel. There can be a shared credit limit or it can be set up with limits like we have done historically.



UMB Visa® Signature Business Rewards Credit Card

Meaningful Business Rewards Made Easy

2X Top Two Merchant Categories each Month
Points per Dollar¹

1X Everywhere Else Visa is Accepted
Points per Dollar¹

Redeem your rewards points for **cash back, gift cards, merchandise, travel, event tickets** and more.

Low introductory **Purchase APR²** for **9-months**.

Use your card right away and **get rewarded**. Spend **\$2,000** in the first 90 days from account opening and **earn 20,000 Bonus Rewards Points equal to \$200 in account credit**.³

The UMB VISA Signature Business Credit Card is a Contactless Card.* **Look, Tap and Go**



Mobile Pays Supported



Credit cards are issued by UMB Bank, n.a. under a license from Visa USA, Inc.

1 The Program Member's Control Account or the Cardholders account (if cards are billed to an individual Cardholder) earn two (2) Points for each dollar on Net Purchases that fall within the top two (2) merchant category codes (MCCs) for that month, based on the total dollar volume of Net Purchases in each category. We will use the MCCs assigned by the Card Network to identify your Net Purchases that qualify for accelerated Points earning. See the Visa Signature Business Card Rewards Program Rules for complete details about the rewards program.

2 Contact a UMB associate for additional details, or review the UMB Visa Signature Business Rewards credit card application at www.UMB.com/businesscard for additional details.

3 Within 90 days of opening your new UMB Visa Signature Business credit card account, approved applicants must use their card(s) to make \$2,000 in Net Purchases to receive 20,000 bonus points. Bonus point eligibility will be determined by combining Sub Account Net Purchases to the Program Member's Control Account, or by an individual Cardholder's Net Purchases if the individual Cardholder receives a bill. Bonus Points will be applied to your account within 45 days of meeting the spend requirement. The following transactions are excluded from "Purchases" and do not earn rewards points: cash advances, returns, finance charges and credit card interest or fees.

*The Contactless Symbol and Contactless Indicator are trademarks owned by and used with permission of EMVCo, LLC

UMB VISA® SIGNATURE BUSINESS REWARDS CREDIT CARD APPLICATION

Please keep this page for your records.

SUPPORTING DOCUMENTATION REQUIREMENTS:

1. Company Credit Limit requests greater than \$10,000 for an Applicant that was formed/has been in business less than two (2) years ago will require copies of the two (2) most recent year-end Federal Tax returns from each person who owns 20% or more of the business.
2. Company Credit Limit requests greater than \$20,000 and applications from non-profit entities and retailers require the two (2) most recent year-end balance sheet and income statements or Federal Tax returns for the entity.
3. All businesses that operate using a legal entity (corporations, LLCs, partnerships, or any other entities created by a legal document) must complete a Certificate of Beneficial Ownership, which is separate from the UMB Visa Signature Business Rewards Credit Card Application. All owners owning 25% or more of the business are required to complete the Beneficial Ownership form and supply a copy of their driver's license or passport. In addition, a single individual with 'significant management responsibility' for the business is required to fill out the applicable section of the Beneficial Ownership form and supply a copy of his or her driver's license or passport and sign and date the form, regardless of the ownership structure of the legal entity.

GUIDELINES FOR COMPLETION:

These guidelines are designed to assist you in submitting a UMB Visa Signature Business Rewards Credit Card Application. Following these guidelines will help expedite our review of your Application.

1. The Application must be complete. Any omission of requested information may result in the Application being delayed or declined. For example, please be specific when listing the nature of your business. (E.g. Detailed Description of Business: Manufacturing, Metal Pipe).
2. Most "For Profit" small business entities will require a personal guaranty, which is included on Page 3 of the Application. (NOTE: Government entities are not required to provide a personal guaranty).
3. A resolution for the credit card borrowing from the Applicant is required for all borrowers. The Application includes our recommended form of Organization Resolution and Agreement on Page 4. This resolution identifies the Program Coordinator that the Applicant will appoint, and is signed by individuals authorized to certify that the Application and Resolution have been signed by appropriate personnel on behalf of the Applicant.
4. If you require more than five (5) business credit cards, please use an Excel spreadsheet to list each cardholder's name, title, last four (4) digits of the cardholder's social security number, birth date (MM/DD/YYYY) and the Business Card Credit Limit you would like to establish for that person. At the bottom of the Excel document, clearly identify the business name, the names of all 20% or more owners, and have each owner sign by their respective name. Submit the Excel document with your completed Application.
5. You may submit your completed Application in any UMB Banking Center or by email to Bankcardcredit.commercial@umb.com.
6. Questions or inquiries regarding the Application may be directed to Bankcardcredit.commercial@umb.com.

OTHER IMPORTANT INFORMATION:

1. We do not offer a revolving payment option when your Company Credit Limit is greater than \$25,000.
2. If your business is approved for a Company Credit Limit greater than \$50,000, you will be required to provide annual financial reports (income statement and balance sheet) each year after approval.
3. The turnaround time for businesses requiring a Company Credit Limit less than or equal to \$50,000 generally runs up to 10 business days from the receipt of a completed Application. The review of applications requesting a Company Credit Limit greater than \$50,000 may take up to 20 business days.
4. Contact Bankcardcredit.commercial@umb.com to check the status of your Application.

INTEREST RATES AND CHARGES

Annual Percentage Rate (“APR”) for Purchases	0.00% introductory APR for 9 months. After that, your APR will be 16.49% (quote based on the Prime Rate currently in effect). This APR will vary with the market based on the Prime Rate, as explained below.
Annual Percentage Rate (“APR”) for Cash Advances & Overdraft Protection	25.49% (quote based on the Prime Rate currently in effect). This APR will vary with the market based on the Prime Rate, as explained below.
Variable Rate Information	The APR for Purchases is determined monthly by adding 8.74% to the Prime Rate. The APR for Cash Advances is determined monthly by adding 17.74% to the Prime Rate. The Prime Rate will never be less than 5.25% . See explanation below. ¹
How to Avoid Paying Interest on Purchases	Your due date is 24-30 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month.
Monthly Payment Amount	On or before the Payment Due Date shown on each Monthly Statement, the Company must pay at least the Minimum Payment shown. The Minimum Payment will be either the entire New Balance (including any Past Due Amount), or an amount equal to 5% of the New Balance with a minimum payment of \$50. Payment in full is required if your Company Credit Limit is greater than \$25,000.
Minimum Interest Charge	Fifty cents (\$0.50)
Annual Fee	None
Transaction Fees	<p>Late Payment Fee: Up to \$38.</p> <p>Cash Advance Fee: 3% of Cash Advance amount, with a \$15 minimum, no maximum on the amount of the fee.</p> <p>Over Limit Fee: None</p> <p>Returned Payment Fee: \$35 if a check or ACH payment on your account is returned for insufficient funds.</p> <p>Foreign Transaction Fee: 2% of the U.S. dollar amount of each Purchase or Cash Advance.</p>

How We Will Calculate Your Balance: We use a method called the “average daily balance (including new purchases).”

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

¹ The Prime Rate used to determine the APR for Purchases and for Cash Advances is the highest Prime Rate published in The Wall Street Journal on the fifteenth (15th) day of each month, or the next business day if the 15th falls on a weekday or holiday. However, the Prime Rate used to determine the APR for Purchases and for Cash Advances will never be less than **5.25%**. The periodic rate finance charge for Purchase Advances and Cash Advances will not exceed a **32.00%** Annual Percentage Rate for this account.

Cardholder Agreement. For additional information about the costs and terms of the Account, see Issuer’s Cardholder Agreement, which will be sent with the Card. The Cardholder Agreement and the Account will be governed by Missouri and applicable federal law, but Issuer will rely on the provisions of Nebraska law with respect to the fees and charges (other than interest) that apply to your Account, as authorized by Missouri Revised Statutes Section 408.145. The Cardholder Agreement permits the Issuer to change the terms of this Account, including the rates, fees and other credit terms, upon notice to the cardholder and subject to the provisions of applicable law.

Notice to Young Applicants: If you are under 21 years of age, Federal law prohibits us from approving your application for a credit card unless you demonstrate that you have the independent ability to make the required payments on your account, or unless you provide a guarantor or cosigner. The guarantor or cosigner must be acceptable to us and must sign our form of guaranty agreement.

IMPORTANT: The information about the costs of the cards described above is accurate as of March 1, 2023, the date this document was most recently revised. This information may have changed after that date. To find out what may have changed, write to us at Card Services, Post Office Box 410436, Kansas City, Missouri 64141-0436 or call 888-494-5141.



It's easy to Apply.

You may email your completed application to bankcardcredit.commercial@umb.com.

NOTE: In accordance with the USA PATRIOT Act, we ask for certain information about you for the purpose of verifying your identity. Please ask a UMB Representative for details.

When you apply, you make the agreements and representations included on Pages 2 and 3 of this application. Sign on Page 3.

Associate Name _____

Branch Number _____ ID Number _____

BUSINESS INFORMATION (ALL APPLICANTS)

Legal Business Name _____ Federal Tax ID Number (9 Character Limit) _____

Physical Business Address (do not use P.O. Box) _____ City _____ State _____ Zip Code _____

Mailing Address (if different from Physical Address, above) _____ City _____ State _____ Zip Code _____

Website Address (URL) _____ Number of Employees _____ Number of Locations _____ Business Phone Number _____

Current Owner Since _____ Date Business Established (MM/DD/YYYY) _____ State Business Established _____

Detailed Description of Business

Corporation Subchapter S Corp. Limited Partnership General Partnership LLC Sole Proprietor Non-Profit Government

Business Name to Appear on Cards (19 Character Limit, Including Spaces) _____

BUSINESS FINANCIAL INFORMATION (ALL APPLICANTS)

Primary Bank _____ Average Checking Account Balance _____ Total Business Assets _____ Total Business Liabilities _____

Gross Annual Sales Revenue (Last Fiscal Year) _____ Net Profit (Last Fiscal Year) _____ Total Monthly Loan Payments _____ Total Business Net Worth _____

Has Applicant operated at a loss for any of the last three years? Yes No If Yes: _____ Applicable Year(s) _____

Does Applicant or any Owner owe any taxes from prior years? Yes No If Yes: _____ Applicable Year(s) _____

Has Applicant or any Owner declared bankruptcy? Yes No If Yes, describe on a separate sheet, attached.

Is Applicant or any Owner currently involved in a lawsuit? Yes No If Yes, describe on a separate sheet, attached.

PERSONAL INFORMATION - BUSINESS OWNERS WITH 20% OR MORE, AUTHORIZED OFFICERS AND GUARANTORS (ALL APPLICANTS)

Please provide the requested information for business owners who own 20% or more of the business. Shaded fields are not required for authorized officers of government entities. All named below must also sign this application on Page 3. If more than two individuals, attached on Attachment A

Name _____ Social Security Number _____ Position _____ Date of Birth _____
MM/DD/YYYY

Physical Address _____ City _____ State _____ Zip Code _____
(no P.O. Boxes)

Email _____ Phone _____ Owner Since _____

Business Ownership % _____ Annual Salary _____ Other Income* _____ Total Personal Net Worth _____

Residence Rent Own _____ Monthly Payment _____
*Alimony, child support, or separate maintenance income need not be disclosed if you do not wish it to be considered as basis for repaying your obligations to us.

Name _____ Social Security Number _____ Position _____ Date of Birth _____
MM/DD/YYYY

Physical Address _____ City _____ State _____ Zip Code _____
(no P.O. Boxes)

Email _____ Phone _____ Owner Since _____

Business Ownership % _____ Annual Salary _____ Other Income* _____ Total Personal Net Worth _____

Residence Rent Own _____ Monthly Payment _____
*Alimony, child support, or separate maintenance income need not be disclosed if you do not wish it to be considered as basis for repaying your obligations to us.



Incomplete information may cause delays. Please complete in full.

ACCOUNT OPTIONS AND CARDHOLDER SET-UP (ALL APPLICANTS)

Company Credit Limit Requested: _____

Payment Options:

- Revolving Balance** Select if you wish to revolve your balance from month to month.
(When selecting this option, your Company Credit Limit Requested must be \$25k or less)
- Pay in Full** Select if you wish to pay your balance in full each month.
(This option is required when your Company Credit Limit Requested is greater than \$25k)

Billing Options:

- Consolidated Billing** (Applicant will receive one bill and make one payment for all business cards issued)
- Individual Billing** (Each Individual cardholder will receive a separate bill)

NOTE: If you select Individual Billing, the Applicant remains liable for all credit extended. Rewards points are shown on the Company’s Control Account statement. See Rewards Program Rules for full details.

- Overdraft Protection** Please provide Overdraft Protection on the UMB Checking Account listed below.¹ I acknowledge the Overdraft Protection Interest Rate and Fee disclosed on Page ii. Overdraft Protection is governed by the Company Credit Card Overdraft Protection Agreement, which will be sent to the Company upon approval. By your use of Overdraft Protection, you consent to those terms

Overdraft Protection from Company’s Credit Card Account for Company Checking Account Number: _____

¹ A small proportion of the Company Credit Limit will be available for Overdraft Protection, once approved. Any balance resulting from Overdraft Protection will be invoiced separately and must be paid in full by the Due Date referenced on your statement.

NAMES OF INDIVIDUALS TO BE ISSUED CARDS (Please attach an Excel document including the below requested information if more than five individuals. Attached)

Name of Employee / Agent (Print Only) (21 Character Limit, Including Spaces)	Title	Last Four Digits of SSN	Date of Birth (MM/DD/YYYY)	Individual Card Limit (\$)

INTENT OF THIS APPLICATION (ALL APPLICANTS)

INTENT OF APPLICATION. The business entity (the “Applicant”) identified on Page 1 of this Application hereby requests UMB Bank, n.a., Kansas City, Missouri, or its successors or assigns (“UMB”) to establish a credit card line of credit for the Applicant pursuant to which UMB will open one or more credit card accounts (“Account(s)”) in the name of the Applicant and will issue one or more commercial credit cards or card numbers (each a “Card”) to the Applicant and/or the employees or agents of the Applicant (collectively “Employees”) to be used for Applicant-related business, commercial, governmental or agricultural purposes. Each person who signs below represents that he or she is duly authorized to sign this Application and to bind the Applicant to the Applicant’s Agreement Concerning Card Issuance, as set forth below.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.



Incomplete information may cause delays. Please complete in full.

APPLICANT'S AGREEMENTS CONCERNING CARD ISSUANCE (ALL APPLICANTS)

APPLICANT'S AGREEMENTS CONCERNING CARD ISSUANCE. If UMB approves Applicant's request, UMB will inform the Applicant of the amount of the Applicant's credit card line of credit. UMB will rely on the information provided in this Application and any attached sheets regarding (a) the number of Accounts to open; (b) the requested credit limit for each Account or Card; (c) the identity of Employees whose names are to be printed on Cards, in addition to the Applicant's name; (d) where to send copies of the monthly statements for each Account; and (e) other pertinent information. UMB will then issue Cards in accordance with the credit established for the Applicant. Subsequently, the Applicant must give UMB the same information for additional Employees who will be authorized to use Cards, and must give UMB written notice of requested changes in credit limits for Cards, and of termination by the Applicant of an Employee's authorization to use a Card. UMB will not be obligated to recognize changes, additions, deletions or other information contained in a notice until after it has received the notice and has had a reasonable period of time thereafter to act thereon. Upon the issuance of Cards, as set forth herein, (i) the Applicant, by using or authorizing Employees to use Cards, will be deemed to be in agreement, and will comply with all of the terms and conditions stated in the Cardholder Agreement that will be mailed with the Cards; (ii) the Applicant will instruct Employees who use Cards to use them in accordance with the Cardholder Agreement; (iii) the Applicant will pay when due all charges made to each Account; (iv) UMB may answer questions and give information to others concerning UMB's credit experience with the Applicant.

The Applicant authorizes UMB to investigate the Applicant's creditworthiness and payment history and to otherwise verify the information contained in this form. The Applicant certifies that all information contained in this form is true and correct.

REQUIRED NOTICE (ALL APPLICANTS)

REQUIRED NOTICE. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington DC 20006.

OFFICER / OWNER'S REPRESENTATIONS (ALL APPLICANTS)

OFFICER / OWNER REPRESENTATIONS. Each Owner/Officer of the Applicant signing below certifies that: (1) the information provided in this Application with respect to the Applicant (including any attachments or supplemental documentation provided in connection with this Application) is true, correct and complete in all material respects; (2) the personal information provided in this Application with respect to such Owner/Officer is true and correct; (3) the undersigned are authorized to submit this Application on behalf of the Applicant; (4) **UMB is hereby authorized, from time to time at its discretion, to verify the credit history of Company and employment history of each person signing this Application as a Business Owner, Authorizing Officer or Guarantor. UMB may answer questions about Bank's credit experience with Applicant and each such person.**

OFFICER / OWNER'S REPRESENTATIONS (ALL EXCEPT GOVERNMENT APPLICANTS)

OFFICER / OWNER REPRESENTATIONS. UMB is hereby authorized, from time to time at its discretion, to check the personal credit of each person signing this application as a Business Owner, Authorizing Officer or Guarantor.

GUARANTY (ALL BUSINESS OWNERS WITH 20% OR MORE AND AUTHORIZED OFFICERS, EXCEPT GOVERNMENT APPLICANTS)

GUARANTY. Each person signing below (a "Guarantor"), in his or her individual capacity (even though a title or other designation may be placed next to their signature) jointly and severally, unconditionally guarantees and promises to pay to UMB Bank, n.a. ("UMB") all indebtedness of the Applicant, identified on Page 1 of this Application, at any time arising under or relating to any credit requested through this Visa Signature Business Rewards Credit Card Application, as well as any extensions, increases or renewals of that indebtedness. Each Guarantor waives (i) presentment, demand, protest, notice of protest, and notice of non-payment; (ii) any defense arising by reason of any defense of the Applicant or other Guarantor, and (iii) the right to require UMB to proceed against the Applicant or any other Guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify Guarantor of any additional indebtedness incurred by the Applicant, or any changes in the Applicant's financial condition. Each Guarantor also authorizes UMB, without notice or prior consent, to (i) extend, modify compromise, accelerate, renew, increase or otherwise change the terms of the guaranteed indebtedness; (ii) proceed against one or more Guarantors without proceeding against the Applicant or another Guarantor; and (iii) release or substitute any party to the indebtedness or this guaranty. Each Guarantor agrees (i) to pay UMB's costs and attorney's fees in enforcing this guaranty; (ii) this guaranty shall benefit UMB and its successors and assigns; and (iii) an electronic or facsimile of Guarantor's signature, in any capacity, may be used as evidence of Guarantor's agreement to the terms of this guaranty. This is a guaranty of payment and not of collection and the Guarantor's liability hereunder shall be primary, direct and immediate. This Guaranty shall be governed by and construed in accordance with the laws of the State of Missouri.

If you are executing this document through an electronic document signature system, you represent that you have read, understood and consented to UMB's Consent to Use of Electronic Signatures and Records and agree any electronic signature of this document constitutes an affirmation of the information provided herein and agreement to the terms of this document.

SIGNATURES OF INDIVIDUALS IDENTIFIED IN THE PERSONAL INFORMATION SECTION ON PAGE 1 OF THIS APPLICATION, INCLUDING ATTACHMENT A

By _____ Printed Name _____ Date Signed _____
Signature as Authorizing Officer of Company and as Guarantor, if applicable MM/DD/YYYY

By _____ Printed Name _____ Date Signed _____
Signature as Authorizing Officer of Company and as Guarantor, if applicable MM/DD/YYYY



ORGANIZATION RESOLUTION AND AGREEMENT FOR CREDIT CARD PROGRAM

(All Applicants)

_____, who is the undersigned Recordkeeper for _____, (the "Organization"),

a _____ (type of entity) organized under the laws of _____ (state), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").

2. That at a meeting of the governing body of the Organization duly held on _____ (date) (MM/DD/YYYY) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card line of credit for this Organization be established by the Program Coordinator named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said line be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Program Coordinator, or by any successor to the Program Coordinator identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that _____ is the Program Coordinator referred to in the above section of this Resolution, and that the Program Coordinator or any successor to the Program Coordinator designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and received for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this date (MM/DD/YYYY) _____.

If you are executing this document through an electronic document signature system, you represent that you have read, understood and consented to UMB's Consent to Use of Electronic Signatures and Records and agree any electronic signature of this document constitutes an affirmation of the information provided herein and agreement to the terms of this document.

RECORDKEEPER

Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement

Signature _____ Name (print) _____ Title (print) _____

ADDITIONAL OFFICER

Signature by Second Person, certifying to incumbency of Recordkeeper

Signature _____ Name (print) _____ Title (print) _____

Affix Seal, if required by Organization's governing documents.

Guidelines for Completion for Customers that are U.S. legal entities:

- Corporation: The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor: All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- Governmental Entity: The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.



This form is required by federal regulations as a means to identify and document information for individuals who own and/or control a legal entity.

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. A legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in The United States of America or a foreign country. A legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

Please provide a copy of the driver's license (U.S. individuals only) or other identification document (passport or similar identification document in the case of a foreign individual) for each beneficial owner and for the authorized individual with significant management responsibility as identified in this form.

LEGAL ENTITY INFORMATION (If you are unable to complete this form electronically, please print legibly in blue or black ink.)

Entity Name Entity's Federal Tax ID (9 Character Limit)
Entity's Physical Street Address City State Zip Code
Legal Name of Individual Establishing UMB Relationship Title of Individual Establishing UMB Relationship

BENEFICIAL OWNERS

Identify each individual who owns—directly or indirectly through any agreement, arrangement, understanding, relationship, or otherwise—25% or more of the equity interests of the legal entity.

Check this box if no individual owns 25% or more of the legal entity and that you will inform UMB if/when an individual assumes 25% or more ownership.

Beneficial Owner 1 Check this box if this owner is also the authorized individual with significant management responsibility.
Individual Legal Name
Personal Residential Street Address City State Zip Code
Country Social Security Number Date of Birth (MM/DD/YYYY)
Driver's License Number (U.S. Citizens only) Driver's License State of Issuance Driver's License Expiration Date (MM/DD/YYYY)
Passport Number (Required for Non-U.S. Citizens; Alternate ID Option for U.S. Citizens) Passport Country of Issuance Passport Expiration Date (MM/DD/YYYY)

Beneficial Owner 2 Check this box if this owner is also the authorized individual with significant management responsibility.
Individual Legal Name
Personal Residential Street Address City State Zip Code
Country Social Security Number Date of Birth (MM/DD/YYYY)
Driver's License Number (U.S. Citizens only) Driver's License State of Issuance Driver's License Expiration Date (MM/DD/YYYY)
Passport Number (Required for Non-U.S. Citizens; Alternate ID Option for U.S. Citizens) Passport Country of Issuance Passport Expiration Date (MM/DD/YYYY)



Beneficial Owner 3 Check this box if this owner is also the authorized individual with significant management responsibility.

Individual Legal Name			
Personal Residential Street Address	City	State	Zip Code
Country	Social Security Number	Date of Birth (MM/DD/YYYY)	
Driver's License Number (U.S. Citizens only)	Driver's License State of Issuance	Driver's License Expiration Date (MM/DD/YYYY)	
Passport Number (Required for Non-U.S. Citizens; Alternate ID Option for U.S. Citizens)	Passport Country of Issuance	Passport Expiration Date (MM/DD/YYYY)	

Beneficial Owner 4 Check this box if this owner is also the authorized individual with significant management responsibility.

Individual Legal Name			
Personal Residential Street Address	City	State	Zip Code
Country	Social Security Number	Date of Birth (MM/DD/YYYY)	
Driver's License Number (U.S. Citizens only)	Driver's License State of Issuance	Driver's License Expiration Date (MM/DD/YYYY)	
Passport Number (Required for Non-U.S. Citizens; Alternate ID Option for U.S. Citizens)	Passport Country of Issuance	Passport Expiration Date (MM/DD/YYYY)	

AUTHORIZED INDIVIDUAL WITH SIGNIFICANT MANAGEMENT RESPONSIBILITY

Provide information for **one** individual with significant responsibility for managing the legal entity (ex: CEO, CFO, managing member, general partner, president, treasurer, etc.). **If this individual is noted as an owner above, only the name and title are required.**

Individual Legal Name		Position Title	
Personal Residential Street Address	City	State	Zip Code
Country	Social Security Number	Date of Birth (MM/DD/YYYY)	
Driver's License Number (U.S. Citizens only)	Driver's License State of Issuance	Driver's License Expiration Date (MM/DD/YYYY)	
Passport Number (Required for Non-U.S. Citizens; Alternate ID Option for U.S. Citizens)	Passport Country of Issuance	Passport Expiration Date (MM/DD/YYYY)	

If you are executing this document through an electronic document signature system, you represent that you have read, understood and consented to UMB's Consent to Use of Electronic Signatures and Records and agree any electronic signature of this document constitutes an affirmation of the information provided herein and agreement to the terms of this document.

I hereby certify to the best of my knowledge that the information provided above is complete and correct.

Signature _____ Printed Name _____ Date Signed _____
MM/DD/YYYY

FOR INTERNAL USE ONLY: Confirmation of no changes. Signature _____ Date Signed _____
MM/DD/YYYY



Incomplete information may cause delays. Please complete Attachment A if necessary and submit with your completed application.

NOTE: In accordance with the USA PATRIOT Act, we ask for certain information about you for the purpose of verifying your identity. Please ask a UMB Representative for details.

Legal Business Name _____ d/b/a Business Name (if applicable) _____ Federal Tax ID Number (9 Characters) _____

REQUIRED NOTICE (ALL APPLICANTS)

REQUIRED NOTICE. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington DC 20006.

OFFICER / OWNER'S REPRESENTATIONS (ALL APPLICANTS)

OFFICER / OWNER REPRESENTATIONS. Each Owner/Officer of the Applicant signing below certifies that: (1) the information provided in this Application with respect to the Applicant (including any attachments or supplemental documentation provided in connection with this Application) is true, correct and complete in all material respects; (2) the personal information provided in this Application with respect to such Owner/Officer is true and correct; (3) the undersigned are authorized to submit this Application on behalf of the Applicant; (4) UMB is hereby authorized, from time to time at its discretion, to verify the credit history of Company and employment history of each person signing this Application as a Business Owner, Authorizing Officer or Guarantor. UMB may answer questions about Bank's credit experience with Applicant and each such person.

OFFICER / OWNER'S REPRESENTATIONS (ALL EXCEPT GOVERNMENT APPLICANTS)

OFFICER / OWNER REPRESENTATIONS. UMB is hereby authorized, from time to time at its discretion, to check the personal credit of each person signing this application as a Business Owner, Authorizing Officer or Guarantor.

GUARANTY (ALL BUSINESS OWNERS WITH 20% OR MORE AND AUTHORIZED OFFICERS, EXCEPT GOVERNMENT APPLICANTS)

GUARANTY. Each person signing below (a "Guarantor"), in his or her individual capacity (even though a title or other designation may be placed next to their signature) jointly and severally, unconditionally guarantees and promises to pay to UMB Bank, n.a. ("UMB") all indebtedness of the Applicant, identified above, at any time arising under or relating to any credit requested through this Visa Business Rewards Credit Card Application, as well as any extensions, increases or renewals of that indebtedness. Each Guarantor waives (i) presentment, demand, protest, notice of protest, and notice of non-payment; (ii) any defense arising by reason of any defense of the Applicant or other Guarantor, and (iii) the right to require UMB to proceed against the Applicant or any other Guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify Guarantor of any additional indebtedness incurred by the Applicant, or any changes in the Applicant's financial condition. Each Guarantor also authorizes UMB, without notice or prior consent, to (i) extend, modify compromise, accelerate, renew, increase or otherwise change the terms of the guaranteed indebtedness; (ii) proceed against one or more Guarantors without proceeding against the Applicant or another Guarantor; and (iii) release or substitute any party to the indebtedness or this guaranty. Each Guarantor agrees (i) to pay UMB's costs and attorney's fees in enforcing this guaranty; (ii) this guaranty shall benefit UMB and its successors and assigns; and (iii) an electronic or facsimile of Guarantor's signature, in any capacity, may be used as evidence of Guarantor's agreement to the terms of this guaranty. This is a guaranty of payment and not of collection and the Guarantor's liability hereunder shall be primary, direct and immediate. This Guaranty shall be governed by and construed in accordance with the laws of the State of Missouri.

PERSONAL INFORMATION AND SIGNATURES - ADDITIONAL BUSINESS OWNERS WITH 20% OR MORE, AUTHORIZED OFFICERS AND GUARANTORS (ALL APPLICANTS)

Please provide the requested information for business owners who own 20% or more of the business and whom were not named on Page 1 of this application under the Personal Information section. Shaded fields are not required for authorized officers of government entities. All named below must also sign and date.

Please complete if additional owners / authorized officers / guarantors must be represented.

Name _____ Social Security Number _____ Position _____ Date of Birth _____
MM/DD/YYYY

Address _____ City _____ State _____ Zip Code _____
(no P.O. Boxes)

Email _____ Phone _____ Owner Since _____

Business Ownership % _____ Annual Salary _____ Other Income* _____ Total Personal Net Worth _____

Residence Rent Own Monthly Payment _____ *Alimony, child support, or separate maintenance income need not be disclosed if you do not wish it to be considered as basis for repaying your obligations to us.

By _____ Signature as Authorizing Officer of Company and as Guarantor, if applicable Printed Name _____ Date Signed _____
MM/DD/YYYY

Name _____ Social Security Number _____ Position _____ Date of Birth _____
MM/DD/YYYY

Address _____ City _____ State _____ Zip Code _____
(no P.O. Boxes)

Email _____ Phone _____ Owner Since _____

Business Ownership % _____ Annual Salary _____ Other Income* _____ Total Personal Net Worth _____

Residence Rent Own Monthly Payment _____ *Alimony, child support, or separate maintenance income need not be disclosed if you do not wish it to be considered as basis for repaying your obligations to us.

By _____ Signature as Authorizing Officer of Company and as Guarantor, if applicable Printed Name _____ Date Signed _____
MM/DD/YYYY

Town of Paonia

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USGS Joint Funding Agreement



United States Department of the Interior

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U. S. GEOLOGICAL SURVEY
Colorado Water Science Center, Western Colorado Office
445 W. Gunnison Ave, Ste 130
Grand Junction, Colorado 81501
(970) 628-7140

June 7, 2023

Cory Heiniger
Public Works Director
Town of Paonia
214 Grand Avenue
PO Box 460
Paonia, Colorado 81428

Dear Mr. Heiniger:

The proposed cost for the U.S. Geological Survey (USGS) to continue seasonal operation and maintenance of the gaging station 09134100 North Fork Gunnison River below Paonia, CO for the period July 1, 2023 – October 31, 2023 is \$6,532. Of this amount, \$4,517 will be provided by the Town of Paonia and \$2,015 will be provided by USGS Matching Funds as listed in the table below:

Town of Paonia	USGS Matching Funds	Total
\$4,517	\$2,015	\$6,532

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

Work performed with funds from this agreement will be conducted on a fixed-price basis. The results of all work under this agreement will be available for publication by the U.S. Geological Survey. If this proposal is satisfactory, please sign and return to Meghan Patterson at mpatterson@usgs.gov.

USGS policy requires us to obtain approval from our Regional Director to conduct work without a signed agreement. To assist us in complying with this policy, we request that you return the signed agreement by June 26. We appreciate whatever special effort you and others in your organization will make to respond to this request. If you have questions or concerns with this proposal, please contact me at 970-640-7130 or Brandon Forbes at 520-539-8970.

Sincerely,

Steven P. Anders
Data Chief, Western Colorado Office
USGS, Colorado Water Science Center

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 6000001053
Agreement No: 23REJFACO 136
Project No:
TIN #: 980204600

Fixed Cost
Agreement

Yes No

THIS AGREEMENT is entered into as of the 1st day of **July, 2023** by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **TOWN OF PAONIA**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations, **operation and maintenance of the streamflow gaging station, 09134100 North Fork Gunnison River below Paonia, CO**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.
2(b) includes In-Kind Services in the amount of **\$0.00**.
 - (a) **\$2,015.00** by the party of the first part during the period **July 1, 2023 to October 31, 2023**
 - (b) **\$4,517.00** by the party of the second part during the period **July 1, 2023 to October 31, 2023**
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:
\$0.00 Description of USGS regional/national program: **NA**
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the scope of work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).
9. Billing for this agreement will be rendered **annually in November**. Invoices not paid within 60 days from date of bill will bear Interest, Penalties, and Administrative costs as the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury.

Form 9-1366
(May 2018)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 6000001053
Agreement No: 23REJFACO 136
Project No:
TIN #: 980204600
Fixed Cost Agreement Yes No

USGS Technical Point of Contact
Name: Steve Anders
Title: Supervisory Hydrologic Tech
Address: 445 W. Gunnison Ave Suite 130
City/State/Zip: Grand Junction, CO 81501
Telephone: 970-628-7140
Fax: 970-245-1026
Email: spanders@usgs.gov

Customer Technical Point of Contact
Name: Cory Heiniger
Title: Public Works Director
Address: P.O. Box 460
City/State/Zip: Paonia, CO 81428
Telephone: 970-417-6820
Fax:
Email: coryheiniger_PW@townofpaonia.com

USGS Billing Point of Contact
Name: Meghan Patterson
Title: Budget Analyst
Address: P.O. Box 25046, Denver Federal Center
Address: Mail Stop 415
City/State/Zip: Lakewood, CO 80225
Telephone: 303-236-1450
Fax: 303-236-4912
Email: mpatterson@usgs.gov

Customer Billing Point of Contact
Name: Leslie Klusmire
Title: Interim Town Administrator
Address: P.O. Box 460
City/State/Zip: Paonia, CO 81428
Telephone: 970-527-4101
Fax:
Email: leslie@townofpaonia.com

U.S. Geological Survey
United States
Department of Interior

Town of Paonia

SIGNATURE

SIGNATURES

By: **BRANDON FORBES** Digitally signed by BRANDON FORBES
Date: 2023.06.07 16:57:10 -06'00' Date: _____
Name: (Acting For) Matt Ely
Title: Director, COWSC/USGS

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

Town of Paonia

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DWRF Planning Grant Agreement



COLORADO WATER RESOURCES & POWER DEVELOPMENT AUTHORITY

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

June 7, 2023 (Transmitted via email)

Mary Bachran, Mayor
Town of Paonia
P.O. Box 460
Paonia, CO 81428

RE: Drinking Water Planning Grant

Dear Ms. Bachran:

The Colorado Water Resources and Power Development Authority (the "Authority") and the Water Quality Control Division (the "Division") have reviewed the Town of Paonia's ("Town") application for a planning grant related to the Town's water system. I am pleased to inform you that a \$10,000 grant is hereby offered to support a portion of the planning costs associated with the development of the Project Needs Assessment (PNA). This grant is intended to help the Town bring actual construction work for the water system to fruition in a timely manner.

Funding for the Project Needs Assessment is made possible through a coordinated effort between the Authority and the Division. A contractual agreement conveying the \$10,000 grant obligation is attached. **Please sign the agreement, and return the signed agreement via email to:**

Colorado Water Resources and Power Development Authority
Attention: Giorgi Gazashvili
1580 N. Logan Street, Suite 820
Denver, Colorado 80203-1939
Email: ggazashvili@cwrpda.com

The Division's staff will be responsible for managing this grant and the Authority will distribute the funds upon the Division's approval. Please contact Siobhan Yoest at the Division at 720-449-6725 or siobhan.yoest@state.co.us for payment disbursement information. Be aware that appropriate expenditure documentation must accompany requests for reimbursement (Attachment A) and the expenses noted on the invoice(s) must be incurred after the effective date of this agreement. In addition, the completed Project Needs Assessment needs to be submitted to the WQCD for approval prior to disbursement of final grant funds.

As noted in bold on the *Planning Grant Agreement*, if the Contractor does not borrow funds from this program, a waiver from reimbursing the grant must be requested from the Authority's Board of Directors. All requests for reimbursements must be submitted no later than 60 days after the contract expiration date. No reimbursements will be made after that time and all remaining funds will be forfeited.

Best wishes to you in successfully accomplishing this work.

Sincerely,

A handwritten signature in cursive script that reads "Giorgi Gazashvili".

Giorgi Gazashvili
Financial Analyst I

Attachment – Town of Paonia Planning Grant Agreement
Attachment A - Request for Reimbursement

cc: Siobhan Yoest, Mark Henderson, grantsandloans, WQCD via email
Kelly Shen, Will Clift, DOLA via email
Cheryl Gantner, Ian Loffert, CWRPDA via email

Planning Grant Agreement

State Revolving Fund



This agreement made this **15th day of June 2023** is by and between: the Colorado Water Resources and Power Development Authority (Authority) as approved by the Water Quality Control Division (WQCD), and the **Town of Paonia**, hereinafter referred to as the Contractor.

A grant of up to **\$10,000.00** from fiscal **2023** funds is hereby awarded and derived from Administrative Fees collected from the:

Drinking Water Revolving Fund Water Pollution Control Revolving Fund.

The project is listed on the **2023** Project Eligibility List as project number **130200D**. The grant will help defray the costs of the documents required by the Revolving Fund programs. **Note: if the contractor is not borrowing funds from this program, a waiver from reimbursing the Authority the amount of the grant must be requested from the Authority (please contact your project manager for more information).**

In consideration of this agreement, the parties agree to the following:

- A. **The Scope of Work** to be completed by the Contractor shall include documents **for each item checked** necessary to obtain approval from WQCD for:
 - Project Needs Assessment (PNA) Environmental Assessment (EA)
- B. This Grant Agreement is valid for a term of 12 months after grant execution. No extensions will be granted.
- C. Contractor must have no less than 20% matching funds.
- D. Payments to the Contractor for costs incurred on the project described in the scope of work will be processed by the Authority after approval of the request for reimbursement and invoices by the WQCD.

To receive compensation under this agreement, the Contractor shall submit a signed "Request for Reimbursement" and all applicable invoices. "Request for Reimbursement" is included hereto as "**Attachment A.**" All invoices will be paid at 80% to allow for 20% match by the Contractor.

The final 20% of the award will be paid out once the draft documents, described in paragraph A, are submitted to the division and an approvable/complete PNA has been submitted.

Please note: Any planning expenses in excess of this planning grant award may be reimbursed per the terms of a Design and Engineering grant, if so awarded.

All requests for reimbursements must be submitted no later than 60 days after the 12 month grant term. No reimbursements will be made after that time and all remaining funds will be forfeited.

Requests for reimbursement shall be sent via email to:

cdphe_grantsandloans@state.co.us

Colorado Department of Public Health and Environment
WQCD, Grants and Loans Unit
4300 Cherry Creek Drive South, B-2
Denver, Colorado 80246-1530

- E. **Compliance with Article X, Section 20 of the Colorado Constitution (TABOR Amendment)** shall be the responsibility of the Contractor. The funds used for this agreement are considered state dollars and may impact compliance with the TABOR Amendment.

Signatures:

By: _____
Authorized Representative (Title)

FEIN: 84-6000709

WQCD:

Authority:

By: Alex Hawley, Work Group Lead
Unit Manager

By: _____
Finance Director

Cc: Siobhan Yoest, WQCD
Kelly Shen and Will Clift, DOLA
Giorgio Gazashvili and Ian Loffert, CWRPDA

ATTACHMENT A
REVOLVING FUND PRE-LOAN PLANNING GRANT
REQUEST FOR REIMBURSEMENT

Email To: cdphe_grantsandloans@state.co.us

OR

Mail To: Colorado Department of Public Health and Environment
WQCD Grants and Loans Unit
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

ATTN: Project Manager: Siobhan Yoest

FROM: Town of Paonia Phone #: 970-527-4101
214 Grand Avenue, P.O. Box 460
Paonia, CO 81428-0460

Project Number: 130201D-Q Funds from WPCRF or (DWRF) (Circle one)

Pay Request Number: _____ Check here for final payment* _____

Expenditures: From: _____ To: _____

Contract Amount: \$ \$10,000.00

Previous Amount Paid: \$ _____

Total Invoice Amount: \$ _____

80% of Requested Invoice Amount: \$ _____

Grant Contract Balance: \$ _____

The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is: _____

Please make check payable to: _____

This is to certify that the above expenses were incurred according to the grant agreement and invoices are attached.

Authorized Representative Signature Date

Authorized Rep (Typed or Printed) Title

**For final payment only:
I confirm all eligible expenditures have been submitted and hereby request the remaining grant funds of \$ _____ be rescinded. _____ (Initial here)*

To be completed by the Water Quality Control Division:

I hereby certify that all contract requirements have been met and the amounts billed are correct.
Payment is authorized.

Project Manager Date

Town of Paonia

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Mayor & Trustee Reports

Mayor's Report
June 14, 2023

Grants

- **CDOT Revitalizing Main Streets grant submitted for \$241,881.08**
- Provisionally granted on 6-8-23



PAONIA HOUSING NEEDS ASSESSMENT AND HOUSING ACTION PLAN

Town Board Update

Update #2
June 9, 2023

Project Overview

Your consulting team, Urban Rural Continuum (URC) and Ayres Associates, is tasked with using data to identify the housing needs in the community (Needs Assessment) and developing a plan to help meet that need (Action Plan).

What has been completed:

- Kick-off call with the Town’s project leads.
- Formation of the Housing Task Force – currently reaching out to add a few additional members.
- Housing Task Force Meeting 1 – discussed the project, the role of the Task Force, schedule, terminology, employer questionnaire and interviews, and who was not yet represented by the Task Force.
- Consultant review of past plans and studies.

What is in progress:

- Housing Task Force meeting #2 planned for June 21.
- The Employer Questionnaire for employers and those who are self-employed is being publicized. This is the only way to accurately forecast housing demand from the local workforce and hear directly about issues employers face. It is voluntary and confidential. Please help ensure employers and self-employed folks fill it out. Contact the consulting team for the link: 720.464.5821 or andrew@urbanruralcontinuum.com
- Interviews with realtors, property managers and builders are being planned.
- Data gathering and analysis is underway including demographics and economics, housing inventory, rental market, past sales and active listings.
- A working draft of area housing resources has been compiled. It will be refined in subsequent months.
- A draft list of strategies is in the works.
- The community-wide Open House will be held on Thursday, July 13, 5:30-8:30pm at the Teen Center. This will be the main opportunity for everyone in the community to participate in this project. Save the date!