



TOWN OF PAONIA
214 GRAND AVE
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, FEBRUARY 28, 2023 6:30 PM
[HTTPS://US02WEB.ZOOM.US/J/82988072877](https://us02web.zoom.us/j/82988072877)
MEETING ID: 829 8807 2877
ONE TAP MOBILE
17193594580

Roll Call

Correspondence Received

[Street Closure Comments](#)

Approval of Agenda

Announcements

Public Comment

Consent Agenda

[Minutes](#)

[September 15, 2022 Special Meeting](#)

[October 4, 2022 Special Meeting](#)

[February 14, 2023 Regular Meeting](#)

[Disbursements](#)

[February 14, 2023](#)

[February 28, 2023](#)

Staff Reports

[Finance Director](#)

[Public Works Director](#)

Actions & Presentations

Public Hearings

None Scheduled

Other Items

1. [Multi-Modal Trail and Park/Open Connectivity - Colorado West Land Trust](#)
2. [Phoenix Rising Resources Contract Approval - Master Plan for Town of Paonia](#)
3. [Energy & Environment Symposium Scholarship - Trustee Knutson](#)
4. SIPA Audio Upgrade -Trustee's Markle & Valentine
5. [Approval of Resolution 04-2023 Establishing Roles and Responsibilities of Town Committees](#)
6. Administrator Search Update
7. Approval of Intent to Ask Senator's Bennet & Hickenlooper for Congressionally Directed Funds for Water/Sewer Projects
8. Approval of Intent to Apply for DOLA and Tier I DOLA EIAF Grant for Dorris Sewer Line Replacement

9. Approval of Intent to Apply for DOLA & Colorado Water Conservation Planning Grants re: Hydro-geological Study of Paonia/Crawford Spring Complexes

Executive Sessions

None Scheduled

Mayor & Trustee Reports

[Mayor's Report February 14, 2023](#) (requested)

[Mayor's Report February 28, 2023](#)

[Parks Committee February](#)

Adjournment

Reminder: Public comment on each agenda item will now be *before* Board discussion.

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 contexts of an executive session are to remain confidential unless a majority of the Trustees vote to disclose the contents of the executive session.

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

IV. SUBJECT TO AMENDMENT

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

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



Correspondence Received

Street Closure Comments

Samira V

From: Mary B
Sent: Wednesday, February 22, 2023 1:36 PM
To: mitch.farm.home@gmail.com
Cc: Samira V; Leslie
Subject: Re: Ouch!

Mitch,

Thank you for your comments. I will forward them to our Town Clerk, Samira) and she will see that they are included in the packet for the meeting on Tuesday. Since this is a change in ordinance, this will come before the Board again in about 30 days (the 14th of March, Sam can correct me if I am wrong,) for final approval. You will have a chance to address the Board on the issue again at that time.

Thanks for the input.

Mary

From: mitch.farm.home@gmail.com <mitch.farm.home@gmail.com>
Sent: Wednesday, February 22, 2023 1:31 PM
To: Mary B <maryb@townofpaonia.com>
Cc: Thomas M <ThomasM@townofpaonia.com>; Dave K <DaveK@townofpaonia.com>; Paige S <paiges@townofpaonia.com>; John V <JohnV@townofpaonia.com>; Rick S <RickS@townofpaonia.com>; D Weber <dweber@townofpaonia.com>; Leslie <leslie@townofpaonia.com>; nick@townofpaonia.com <nick@townofpaonia.com>
Subject: Ouch!

Mary,

I agree that the town needs a clearly defined ordinance for street closures of who, what, where, when and how many and the process to go about it.

Trustees provide direction to attorney regarding special event street closures - Cotton-Baez to provide document aligning their amendments to code at later date. May 16, 2023. DCI.

Assuming the article is close to accurate, street closure up to 2 times per month would significantly impact our business, customers, pets, and livestock. (24 Sundays -no big deal, we are closed. 24 Saturdays – devastating)

As stated, every time we approach this topic – we are not against street closures that are for the overall town health, culture and wellbeing like Cherry Days and the Harvest Festival. If you moved those to our town park you wouldn't hurt my feelings.


But the smaller arts/crafts/fairs/festivals that seem to only benefit a few boutiques located at the other end of the street, that's another story. Those and you can quote me if you like, **should be** held at the town park rather than on Grand Avenue. We have a beautiful town park, great facilities and amenities. Let's use it. Streets are for cars/trucks and the businesses they patronize.

Can you inform me as to the process moving forward? As a concerned resident and business owner I would like to do my part with public input and feedback as appropriate to try to influence the decision-making process.

Thanks,

Mitch Morgan
Paonia Farm & Home Supply
970-527-3301

PS. If you are still reading, please make sure event coordinators provide public restroom facilities and plenty of trash receptacles during street closures.

	<p>Consent Agenda</p>
<p><u>Minutes</u></p> <p><u>September 15, 2022 Special Meeting</u> <u>October 4, 2022 Special Meeting</u> <u>February 14, 2023 Regular Meeting</u></p> <p><u>Disbursements</u> <u>February 14, 2023</u> <u>February 28, 2023</u></p>	

To: The Honorable Mayor Mary Bachran and Board of Trustees

From: Samira Vetter, Town Clerk

Date: February 28, 2023

RE: Special Meeting Minutes

The Special Minutes dated September 15 and October 4, 2022, are in a different format than you are used to seeing from me. These minutes were mostly completed by the former Town Clerk and I just tidied them up without changing her notetaking format which I felt was appropriate for the record.

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
September 15, 2022

RECORD OF PROCEEDINGS

Roll Call

PRESENT

Mayor Mary Bachran - Virtual
Trustee Paige Smith
Trustee John Valentine
Trustee Thomas Markle
Trustee Rick Stelter - Virtual

ABSENT

Trustee Dave Knutson
Trustee Dave Weber

Approval of Agenda

No approval of agenda motion or vote was taken.

Announcements

No announcements were offered.

New Business

2021 Audit Presentation - Chadwick, Stienkirchner, Davis
Lisa Hemann, Managing Principal and Director of Audit Services with Chadwick, Steinkirchner, Davis, and Co. was available via virtual attendance to present the final 2021 Town of Paonia Audit.

Ms. Hemann provided an overview of the complete audit process.

- No gray areas were found throughout the audit process.
- No questionable practices were found throughout the audit process.
- No disagreements with management occurred throughout the audit process.
- The Finance Department continues make great strides each year and continues to improve.

An unmodified opinion (clean) from the auditing team was provided with additional information at the beginning of the audit.

Mayor Pro-Tem Markle opened the floor for Trustees questions and comments regarding the 2021 audit.

Questions asked were:

Definition of unmodified opinion

New bullet point list included in the findings letter

Explanation of the columns in the audit document regarding the enterprise funds.

How final numbers in the 2021 audit show in the 2022 budget as beginning reserves.

Risk to small towns without risk rate policy.

Mayor Pro-Tem Markle opened the floor for community questions regarding the 2021 audit.

Public Questions asked were:

What types of opinions can be reached other than unmodified opinion

What is a franchise tax?

Trustee questions continued.

Ms. Hemann will provide information regarding software tools that could address the material weakness. She added that the cost-benefit analysis should be reviewed, as it is common for the auditor or an outside firm to complete the financial statement.

The audit presentation ended and Trustee Smith was given the opportunity to ask questions regarding the Management's Discussion and Analysis (MD&A).

The questions included topics regarding restricted vs unrestricted loans and Rural Utilities Loan (USDA) refinanced through AMKO.

Trustee Smith asked if Finance Director could direct the Board to the audit references in the next budget to actual.

Adjournment

5:50 pm

Samira Vetter, Town Clerk

Mary Bachran, Mayor

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
October 04, 2022

RECORD OF PROCEEDINGS

Roll Call

PRESENT

- Mayor Mary Bachran
- Trustee Dave Knutson
- Trustee Paige Smith
- Trustee John Valentine - Virtual
- Trustee Thomas Markle
- Trustee Rick Stelter

ABSENT

- Trustee Dave Weber

Approval of Agenda

Motion made by Trustee Smith, Seconded by Trustee Stelter to approve the agenda.

Motion carries unanimously

Announcements

None

New Business

Town Administrator Confidentiality Agreement

Trustee Smith introduced the proposed confidentiality agreement document. This document allows two outside individuals familiar with an administrative search to participate in the process and maintain confidentiality as required.

Motion made by Trustee Knutson, Seconded by Trustee Smith to approve the Town Administrator confidentiality agreement.

Motion carries unanimously.

Budget Session #4

Trustee Smith opened discussion of session #4 - Overview of the proposed budget, staffing and salaries.

Discussion began with salaries ranges.

Motion made by Trustee Markle, supported by Trustee Smith to set all bottom tier for salary ranges for positions at \$18.00. Motion withdrawn.

Discussion ensued regarding trustee roles vs. department head roles for setting individual wages and level of staffing.

Motion made by Trustee Knutson seconded by Trustee Markle to provide a total amount proposed for salaries, to include a five (5) and ten (10) percent decrease.

Motion carried unanimously.

Motion made by Trustee Knutson, seconded by Trustee Stelter to omit the Police Department, Town Clerk, and Town Administrator position.

Motion carried unanimously.

How Did We Do?

Adjournment

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
February 14, 2023

RECORD OF PROCEEDINGS

Mayor Bachran opens the meeting at 6:30 pm.

Roll Call

PRESENT

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

Correspondence Received

- Dangers of Smart Cities*
- Dog Park Support*
- United States Department of the Interior*
- BLM Comment and Meeting*
- Wintering Wildlife Flyer*
- Rate Raises*
- Opioid Settlement*

Approval of Agenda

Motion made by Trustee Weber, Seconded by Trustee Stelter, to approve the agenda with disbursements taken off.

Motion carries unanimously

Announcements

Colorado Municipal League (CML) conference is coming and they have scholarships available, board members are encouraged to attend.

The trail next to the school (Rupert) is barricaded off due to wintering elk.

Energy and Environment Symposium is happening April 12-13, 2023, in New Castle Colorado. Trustee Knutson is the Local Government Designee and wants to apply for a scholarship to attend.

Finance Director Cindy Jones enters the meeting and asks that the Board of Trustees put disbursements back on the agenda and give authority to the Finance Committee to approve them for this month since she will be on vacation for the next meeting.

Motion made by Trustee Knutson, Seconded by Trustee Smith, to put the disbursements back on the agenda and give authority to the Finance Committee to sign for the month, as is done in December.

Motion carries unanimously

Recognition of Community & Guests

K. Haynie: Wrote a letter that was included in Correspondence Received about research done for maintenance and upkeep costs for a dog park. GOCO also elaborates that they would pay for a project manager and administrator. Cost is not prohibitive to accept this grant.

W. Brunner: You took microphones out and put TV's in and it makes it hard to hear, fix the sound.

S. Watson: Fees shouldn't be raised on Land Use Code while it is such a mess, fix the table in there.

S. Keenan: organizations, childrenheroes.org and superhuman.com, both are legitimate and worthy of support.

S. Patterson: Against GOCO grant, money comes from lottery ticket purchases that are often bought by impoverished people and that is what is funding an unneeded park.

Staff Reports

Administrators report covered progress and staffing in the Clerk's office, status on funding and DOLA efforts to fast track requests, Sewer collapse update, Large water leak found under train tracks, coordination with railroad troubleshooting and Town Administrator Search.

A screening committee was appointed for Administrator applicants: Interim Administrator Leslie Klusmire, Trustee Smith and Trustee Valentine.

Personnel Handbook needs updating, CIRSA has good templates for this.

The Interim Administrator will begin working remotely on non-meeting weeks now that things are moving smoother administratively and water/sewer projects are progressing.

Trustee Knutson asks questions about fire mitigation.

Public Works Director Cory Heiniger, attending on Zoom, gives a verbal report including a county project on Cedar Hill and gives further information on the railroad leak

Trustee Markle asks them to also keep in mind some meter pit issues in that area that could be dealt with at the same time.

Police Chief Laiminger gives update on some software issues that have been resolved making things much smoother for the officers reporting.

Mayor Bachran asks if Hotchkiss also has dog at large problems and what they do and wonders if a meeting with area police departments and the county might help with solving the problem of where to kennel at large animals.

Consent Agenda

Motion made by Trustee Weber, Seconded by Trustee Smith to approve the consent agenda with Disbursements to be reviewed by the Finance committee for the month of February.

Motion carries unanimously.

Unfinished Business

Discussion and Direction to Town Attorney on Street Closure Ordinance Revision

Trustee Knutson makes a motion, Seconded by Trustee Weber, to require event organizers to provide their own insurance.

Motion carries unanimously.

Trustee Smith makes a motion, Seconded by Trustee Stelter, that no block shall be closed more than two times in a calendar month.

Public Comment:

K. Haynie: recommends using section instead of block

S. Watson: This could cause a safety issue, like only having one exit

Motion passes unanimously

Trustee Knutson makes a motion, Seconded by Trustee Smith, that street closures can be up to 10 hours on any day.

Trustee/ Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Knutson to strike "review and" from the final sentence of 11- 1- 80 (m)

Voting Aye: Trustee Stelter, Trustee/ Mayor Pro-Tem Markle and Trustee Valentine

Voting Nay: Trustee Smith, Trustee Weber and Trustee Knutson

Mayor Bachran breaks the tie voting Nay.

Motion to amend fails.

Board Discussion includes appropriate venues, not putting the Board in a position like it has been in the past about approving closures, applications don't mean yes, set up and breakdown times.

Public Comment:

J. Kleinman: Seemed like the biggest problem from before was adding the authority for the Board to be able approve longer closures.

A. Deluca: Process shouldn't be about where a festival is best held but about the process and who has authority to approve changes outside of code.

W. Brunner: Doesn't want Paonia to turn into Estes Park. Use the Town park instead of a public street, the ordinance should be the same for all or by criteria so that there is a level playing field. Paonia needs institutional integrity.

Trustee Knutson makes a motion, Seconded by Trustee Smith to amend the main motion to include striking the Board Approval Sentences in 11-1-80 (m)

Aye: Trustee Stelter, Trustee/ Mayor Pro-Tem Markle, Trustee Smith, Trustee Weber

Nay:Trustee Valentine, Trustee Knutson

Motion to amend the main motion carries.

Public Comment:

S. Watson: There is a value of things coming to the Board, as that means it comes to the public as well and allows the public the opportunity to ask questions and know what is happening.

Main Motion: to change 18-1-80 (m) to have street closures not exceed 10 hours in duration on any day and remove final sentence "Any closure request falling outside these restrictions shall require review and approval by the Board of Trustees."

Voting Aye: Trustee/ Mayor Pro-Tem Markle, Trustee Weber, Trustee Smith, Trustee Stelter

Voting Nay: Trustee Valentine, Trustee Knutson

Motion Carries.

Trustee Knutson makes a motion, Seconded by Trustee Stelter for a five minute recess.

The motion carries unanimously.

Clarifying Revisions to Water Moratorium Ordinance Language

Trustee Weber makes a motion, Seconded by Trustee Knutson, to accept the revisions as discussed previously and adopt Ordinance 2023-02

Board Discussion: tap size, no more meters, R-2, existing service lines

Public Comment:

W. Brunner: Confusion not due to the wording of water moratorium but due to water code. Requests more time to finish his comments

Trustee Smith makes a motion, Seconded by Trustee Weber to allow Mr. Brunner one more minute.

Voting Aye: Trustee/Mayor Pro-Tem Markle, Trustee Knutson, Trustee Smith, Trustee Weber, Trustee Stelter

Voting Nay: Trustee Valentine

K. Haynie: moratorium inhibits the development of affordable housing.

Board discussion: undefined terms, clearing up language

Public Comment:

C. Patterson: asks a question and asks the Board to make a concession for Mr. Brunner if he still has things to say.

Motion passes unanimously.

Staff Paid Holidays

Motion made by Trustee Knutson, Seconded by Trustee Weber, to rescind the previous action limiting paid staff holiday to eleven and approve the twelve holidays as suggested.

Motion carries unanimously.

New Business

MOU between Paonia Police Department and Dolphin House

Motion made by Trustee Knutson, Seconded by Trustee Valentine to accept the MOU with Dolphin House.

Trustee Smith asks that before it is signed that it is corrected to say Chief Laiminger.

Motion passes unanimously.

NFVCC Letters of Support Request

Trustee Weber makes a motion, Seconded by Trustee Knutson, to approve the letters of support.

Board discussion includes additional changed to Town Park, increasing property values vs working towards affordable housing, support for grant vs support for project, sculptures, vandalism, additions to maintenance and operation costs, improving or completing existing amenities.

Public Comment:

A. Deluca: wanting to support the existing project being proposed by planning and NFPP&R not add more projects. No municipal buy-in is the death of public grants.

Interim Administrator Klusmire brings up that this is the second time a letter of support has been asked for at the last minute instead of allowing time and planning for the Board, Staff and Community; for better decisions when it comes to public property.

Trustee Weber makes a motion, Seconded by Trustee/ Mayor Pro-Tem Markle, to table this decision until after the new templates are approved on the agenda.

Mayor Bachran asks Susie Kaldis if they would have enough time to come back to the February 28th meeting.

S. Kaldis: The grant is due the 23rd and explains that they were asked by North Fork Pool Park & Recreation, to step up and help match funds for the GOCO project. She agrees

that the planning period is short, which is what they have been used to working with the Town but would love to see some efficiency, guidance and better structure between the Town and the non-profits who are more involved in economic development and municipal projects.

Motion is made by Trustee Weber, Seconded by Trustee Smith to table this item until after the new reports' templates approval.

Voting Aye: Trustee/Mayor Pro-Tem Markle, Trustee Smith, Trustee Weber, Trustee Stelter

Voting Nay: Trustee Knutson and Trustee Valentine

Motion carries.

Review Housing Needs Assessment Firm Proposals

Interim Administrator provides guidance in what to look for.

Board Discussion: community engagement, Matrix, firms that stood out, subcommittee for background vetting, pros and cons of each.

Trustee/ Mayor Pro-Tem makes a motion, Seconded by Trustee Smith, to interview Matrix, EPS and Urban Rural

Board discussion includes interview process, researching background.

Shay Coburn from Urban Rural stands and gives a brief introduction.

Public Comment:

W. Brunner: Enforce the code about short-term rentals and open up housing that way.

Motion carries unanimously.

Low-Income Household Water Assistance Program

Motion made by Trustee Weber, Seconded by Trustee Stelter to approve the Town signing up as a water vendor for the Low Income Household Water Assistance Program.

Board asks questions of Town Clerk Vetter about the program, estimated percentages and processes.

Public Comment:

K. Haynie: provides some additional information.

Motion carries unanimously.

Caselle/Point & Pay Integration

Motion made by Trustee Stelter, Seconded by Trustee Smith, to approve the acquisition of the Caselle/ Point & Pay integration.

Board discussion includes questions about paper billing, transaction fees, whether it saves money on postcard mailers and the effect on Town Staff.

Motion carries unanimously.

Staff Fee Schedule Update

Motion made by Trustee Knutson, Seconded by Trustee Weber to direct staff to research and suggest updated fees based on similar town sizes and economic make-up.

Motion passes unanimously

Staff Report Template Approval

Motion made by Trustee Smith, Seconded by Trustee Weber to adopt Trustee Smith's Citizen Template and Interim Administrator Klusmire's Staff Report Template .

Motion made by Trustee Knutson, Seconded by Trustee Stelter, to amend the main motion to include alternate solutions at the beginning along with the recommended solution.

Motion to amend carries unanimously.

Main motion carries unanimously to adopt Citizen and amended Staff Report Templates.

Motion made by Trustee/Mayor Pro-Tem Markle, Seconded By Trustee Knutson, to also provide the new forms in electronic, fill-able format on the website.

Motion passes unanimously.

NFVCC Letters of Support (cont)

Trustee Knutson makes a motion, Seconded by Trustee Stelter, to approve the letters of support for the two projects from NFVCC.

Motion made by Trustee Weber, Seconded by Trustee Smith, to have them reapply with the template that was just approved.

Board discussion includes special meetings and grant deadlines.

Voting Aye: Trustee Smith, Trustee Weber

Voting Nay: Trustee/ Mayor Pro-Tem Markle, Trustee Knutson, Trustee Stelter and Trustee Valentine

Motion fails to have NFVCC reapply with newly adopted template.

Board discussion of main motion includes letter of support isn't implicit in supporting project, planned projects seeking support, property values

Trustee Smith makes a motion, Seconded by Trustee Knutson to extend meeting to 9:45pm

Trustee Weber leaves meeting at 9:29pm

Voting Yea: Trustee/Mayor Pro-Tem Markle, Trustee Knutson, Trustee Smith, Trustee Stelter

Voting Nay: Trustee Valentine

Motion carries to extend meeting.

Board discussion of letters of support resumes including plans not being vetted, plans using visionary documents, wanting staff input on projects

Voting Aye: Trustee Knutson, Trustee Stelter, Trustee Valentine

Voting Nay: Trustee/ Mayor Pro-Tem Markle, Trustee Smith

Motion carries to provide letters of support to the North Fork Valley Creative Coalition.

Direction Regarding Future Meeting Structure

Interim Town Administrator Klusmire provides summary of meeting structures examples discussed at the January 30, 2023, work session.

Board discussion includes how to implement change, receiving more information, improving communication between Board of Trustees and public, cultivating other avenues of communication.

Motion made by Trustee Knutson, Seconded by Trustee Valentine, at the February 28th meeting use the revised agenda, newly adopted templates and having public comment before Board discussion on agenda items.

Motion made by Trustee Smith, Seconded by Trustee Knutson to extend the meeting until 10:30 pm

Voting Aye: Trustee/ Mayor Pro-Tem Markle, Trustee Knutson, Trustee Stelter, Trustee Smith

Voting Nay: Trustee Valentine

Public Comment:

K. Haynie: Doesn't like that there is no opportunity to rebut misinformation. Likes it the way it is

W. Brunner: The way it is now allows the public to call out the Board and without that the public cannot keep the Board in line.

Voting Aye: Trustee/ Mayor Pro-Tem Markle, Trustee Knutson, Trustee Valentine, Trustee Stelter

Voting Nay: Trustee Smith

The motion carries.

Scheduling Board Priorities Work Session

Interim Administrator Klusmire offers to send out a doodle poll and suggests that Work Session is held first with staff and then community can be surveyed.

The Board agrees with this suggestion.

Interim Administrators Contract Amendment

Motion made by Trustee Stelter, Seconded by Trustee/Mayor Pro-Tem Markle to approve the amendment to the Interim administrators contract.

Motion carries unanimously

Executive Session

Motion made by Trustee/Mayor Pro-Tem Markle, Seconded by Trustee Stelter to go into an Executive Session pursuant to C.R.S. Sections 24-6-402(4)(a) for the purposes of determining positions, developing strategy and instructing negotiators relative to matters that may be subject to negotiation, specifically pertaining to a potential amendment to a lease agreement with SBA Communications Corporation.

The motion carries unanimously.

Executive Session Start: 9:50 pm

Executive Session Ends: 10:21 pm

Present in Executive Session are Town Attorney Nick Cotton-Baez, Interim Town Administrator Leslie Klusmire, Mayor Bachran, Trustee/ Mayor Pro-Tem Markle, Trustee Knutson, Trustee Stelter, Trustee Smith and Trustee Valentine

Trustee Knutson makes a motion, seconded by Trustee Smith to approve negotiation strategy from executive session for the Interim Administrator and Town Attorney.

Motion carries unanimously.

Mayor's Reports

Nothing new added

Committee Reports

Nothing new added

Adjournment

Meeting adjourns at 10:24 pm

Samira M Vetter, Town Clerk

Mary Bachran, Mayor



Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt	
02/14/2023	1268	All Copy Products I	5023874644	324.69	.00	.00	324.69				COPIER CONTRACT - ALLOCATED
02/14/2023	573	Alpine Fencing & S	31770	14.25	.00	.00	14.25				DOG EARED CEDAR PICKET-805222
02/14/2023	1245	Archuleta, Benny	ARCH2-1-20	1,500.00	.00	.00	1,500.00				ORC CONTRACT AGREEMENT-605042
02/14/2023	377	Benson Brothers L	43671-43747	1,647.33	.00	.00	1,647.33				1-1/2 ROCK-SEWER ROAD-705122
02/14/2023	901	Blue Sage Center	R01122023	175.00	.00	.00	175.00				REFUND LIQUOR LIC FEE-103201
02/14/2023	1126	Browns Hill Engine	926	1,710.00	.00	.00	1,710.00				2023 SCADA LEASE-605031
02/14/2023	21	Caselle, Inc	122667	1,261.00	.00	.00	1,261.00				MONTHLY SOFTWARE FEE - ALLOCATED
02/14/2023	813	CCNC Inc - ATTN:	2023-000-33	100.00	.00	.00	100.00				ANNUAL MEMBERSHIP FEE-ALLOCATED
02/14/2023	24	City of Delta	010523	320.00	.00	.00	320.00				SEWER SAMPLES-705132
02/14/2023	24	City of Delta	120822	224.00	.00	.00	224.00				SEWER SAMPLES-705132
02/14/2023	1183	Column Software	8DFD59D8-0	37.16	.00	.00	37.16				PUBLIC HEARING NOTICE-104130
02/15/2023	1183	Column Software	8DFD59D8-0	38.29	.00	.00	38.29				AWC ORD 2023-1-605030
02/14/2023	854	County Sheriffs of	23-031BIC	395.00	.00	.00	395.00				PD TRAINING-144226
02/14/2023	39	Delta County Inde	598408-5984	40.00	.00	.00	40.00				CLASSIFIED AD-104130
02/14/2023	56	Delta County Land	392135-3931	2,946.50	.00	.00	2,946.50				LANDFILL FEES-805242
02/14/2023	43	Delta Montrose Ele	2-2023-P	1,488.40	.00	.00	1,488.40				UTILITIES - ALLOCATED
02/14/2023	43	Delta Montrose Ele	2-2023-W	2,086.90	.00	.00	2,086.90				UTILITIES - ALLOCATED
02/14/2023	46	Dependable Lumb	2301-263877	667.97	.00	.00	667.97				VARIOUS-ALLOCATED
02/14/2023	48	Don's Market	01-1734107	26.49	.00	.00	26.49				PROPANE-204525
02/14/2023	48	Don's Market	02-141824	106.18	.00	.00	106.18				PROPANE-204525
02/14/2023	48	Don's Market	02-1423342	75.53	.00	.00	75.53				PAPER TOWLES-104125
02/14/2023	48	Don's Market	03-1158306	26.49	.00	.00	26.49				PROPANE-204525
02/14/2023	368	Double J Disposal	1319476	114.75	.00	.00	114.75				1MG PORTA POTTY-605016
02/14/2023	368	Double J Disposal	1319478	261.00	.00	.00	261.00				PARK PORTA POTTIES-164616
02/14/2023	986	Elevate Fiber	6621-271710	579.34	.00	.00	579.34				TELEPHONE & INTERNET - ALLOCATED
02/14/2023	1221	ENVIRO-CHEM A	14170553	61.00	.00	.00	61.00				SEWER SAMPLES-705132
02/14/2023	888	Filter Tech System	9339	3,090.55	.00	.00	3,090.55				SENSOR/GASKET (1MG)-605022
02/14/2023	960	Gambles of Hotchk	258781	55.98	.00	.00	55.98				ROTARY FILE+AIR DIE GRINDER-204525
02/14/2023	1288	Heiniger, Derek	3001	260.00	.00	.00	260.00				TRASH TRUCK REPAIR-805223
02/14/2023	1124	JDS-Hydro Consul	INV-1222-68	3,013.75	.00	.00	3,013.75				GENERAL ENGINEERING-605020
02/15/2023	482	Larry D Gillenwate	693108	45.65	.00	.00	45.65				CAR WASH - ALLOCATED
02/15/2023	98	Lasting Impression	27609	72.00	.00	.00	72.00				PD UNIFORM-144216
02/14/2023	470	Leon, Susan	020123-0228	775.00	.00	.00	775.00				CLEANING CONTRACT-104125
02/14/2023	645	Mail Services, LLC	1870020	514.83	.00	.00	514.83				BILLING POST CARDS-ALLOCATED
02/14/2023	896	McCandless Truck	P105087633-	179.43	.00	.00	179.43				TRASH TRUCK REPAIR-805223
02/15/2023	1289	Mountain Excavati	INV2048	900.00	.00	.00	900.00				TRUCKING SERVICES-705122
02/14/2023	141	North Fork Service	629666-6296	300.80	.00	.00	300.80				FUEL-ALLOCATED
02/14/2023	141	North Fork Service	730097-7301	810.52	.00	.00	810.52				FUEL+TIRES-ALLOCATED
02/14/2023	122	Paonia Auto Parts	396516-3971	966.54	.00	.00	966.54				VARIOUS-ALLOCATED
02/14/2023	125	Paonia Farm & Ho	144753-1462	175.53	.00	.00	175.53				VARIOUS-ALLOCATED
02/15/2023	499	Phonz +	14499	2,040.14	.00	.00	2,040.14				MONTHLY IT FEES-ALLOCATED
02/14/2023	1206	Plateau Inc	1729	1,570.00	.00	.00	1,570.00				PARK SHED ASBESTOS TESTING-164642
02/14/2023	1290	Positive Promotion	07091365	79.45	.00	.00	79.45				IDENTITY THEFT HANDBOOK-144244
02/14/2023	1291	Potable Divers Inc	23006	3,800.00	.00	.00	3,800.00				2MG DIVE INSPECTION-605020
02/14/2023	1224	Rhinehart Oil Co.,L	28239CT	717.90	.00	.00	717.90				FUEL-805223
02/14/2023	931	Roop Excavating L	1473	1,560.00	.00	.00	1,560.00				GRAVEL+SALT/SAND DELIVERY-204542
02/14/2023	931	Roop Excavating L	1483	960.00	.00	.00	960.00				GOLD PATCH DELIVERY-204522
02/15/2023	1292	Ross Valve Manuf	IN01054336	1,103.94	.00	.00	1,103.94				DIAPHRAGMS FOR 1MG-605022
02/14/2023	148	Safety-Kleen Corp	90583295	457.34	.00	.00	457.34				PARTS WASHER SERVICE-ALLOCATED
02/15/2023	656	Schmueser Gordo	2013-471.01	299.00	.00	.00	299.00				2MG TANK RE-COATING ENG-605020
02/15/2023	817	Shawn LaBounty P	0141	82.00	.00	.00	82.00				FROZEN METER-605022
02/15/2023	1170	Shums Coda Asso	16404	1,140.00	.00	.00	1,140.00				B.INSPECTOR-PLAN REVIEWS-124302
02/15/2023	1170	Shums Coda Asso	16405	1,460.00	.00	.00	1,460.00				B.INSPECTOR-INSPECTIONS-124302
02/15/2023	1170	Shums Coda Asso	16406	1,440.00	.00	.00	1,440.00				B.INSPECTOR-CONSULTING-124302
02/14/2023	156	TDS Telecom	2-2023	237.70	.00	.00	237.70				TELEPHONE & INTERNET - ALLOCATED
02/14/2023	1293	The Circuit Clerk L	011723-0120	3,400.00	.00	.00	3,400.00				TRAINING-104126

Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt	
02/14/2023	861	The Paper-Clip LL	20461220-20	557.81	.00	.00	557.81				OFFICE SUPPLIES-104115
02/15/2023	1256	The UPS Store #5	POS6734B-0	182.77	.00	.00	182.77				WATER SAMPLE SHIPPING-605017
02/14/2023	161	UNCC	223010973	12.90	.00	.00	12.90				LOCATES-ALLOCATED
02/14/2023	162	United Companies	1504178	722.74	.00	.00	722.74				SAND MATERIAL-204542
02/14/2023	162	United Companies	1504309	569.54	.00	.00	569.54				SAND MATERIAL-204542
02/14/2023	162	United Companies	1605430	4,722.85	.00	.00	4,722.85				QPC COLD MIX-204522
02/14/2023	162	United Companies	1605609	150.73	.00	.00	150.73				3/4" ROAD BASE-204522
02/14/2023	441	USA Blue Book	244081	225.95	.00	.00	225.95				SAFETY EQUIPMENT-705125
02/14/2023	441	USA Blue Book	247091	3,279.05	.00	.00	3,279.05				LUTZ DRUM PUMP SET-705122
02/14/2023	441	USA Blue Book	257683	2,124.09	.00	.00	2,124.09				CALIBRATION+TUBIDIMETER KIT-605016
02/15/2023	441	USA Blue Book	256196	5,019.90	.00	.00	5,019.90				SAFETY EQUIPMENT-705125
Grand Totals:			67	65,303.65	.00	.00	65,303.65				

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
02/14/2023	51,479.96	.00	.00	51,479.96	51,479.96
02/15/2023	13,823.69	.00	.00	13,823.69	65,303.65
Grand Totals:	65,303.65	.00	.00	65,303.65	

FOR: 02/14/2023

UBB OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		308,334.74
ACCOUNTS PAYABLE	01/20/2023-02/16/2023	(80,959.91)
LOAN PAYMENT		
BOND PAYMENT	4/3/23-AMKO 1ST BOND PMT	(73,250.00)
NORRIS RETIREMENT PAYMENT	2/24/2023	(1,120.00)
CHASE CREDIT CARD	11/24/22-12/23/22	(4,426.11)
PHILLIPS 66	FUEL CARD 01/23/23	(1,082.27)
TRANSFER TO SUMMIT		
	1/27/2023	(30,982.38)
TRANSFER TO PAYROLL	2/10/2023	(29,717.19)
	1/27/2023	(29,308.23)
PAYROLL TAXES	2/10/2023	(13,284.98)
BALANCE AFTER PAYMENT		44,203.67

UBB SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		2,397,484.41
TRANSFER FROM OPS		-
TRANSFER FROM INT. GRANTS		-
TRANSFER TO OPS		
CURRENT FSBC PAYROLL BALANCE		1,084.25
	1/27/2023	30,982.38
TRANSFER FROM OPS	2/10/2023	29,717.19
	1/27/2023	(30,982.38)
PAYROLL (DIRECT DEPOSIT)	2/10/2023	(29,717.19)
BALANCE AFTER PAYMENT		2,398,568.66

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

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

BANK BALANCES				
	FSBC	COLOTRUST	TOTAL	DESCRIPTION
1/10/2023				
GENERAL		543,830.95		COMBINED FUNDS
SEWER RESTRICTED		540,882.74		PROPERTY SALE-RESTRICTED
DEBT RESERVE		108,985.74		AMKO BOND REQUIRED RESERVE
BRIDGE RESERVE		600,246.20		BRIDGE RESERVE
CONS.TRUST	10,420.42			RESTRICTED TO PARK USE ONLY
GRANT PASS THRU	25,025.00			PLACE HOLDER-COMBINED FUNDS
INT GRANT	40,912.00			PLACE HOLDER-COMBINED FUNDS
OPS	235,084.74			COMBINED FUNDS
PARK CONTRIBUTIONS	12,750.00			SPECIFIC PARK PROJECTS
PAYROLL	1,084.25			PLACE HOLDER-COMBINED FUNDS
SPACE-TO-CREATE	CLOSED			SPACE TO CREATE ONLY
SUMMIT	2,397,484.41			COMBINED FUNDS
WWTP	58,602.20			OLD SEWER REHAB ONLY
CD#2-402	203,950.52			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	216,378.93			COMBINED FUNDS
	3,201,692.47	1,793,945.63	4,995,638.10	

CASH POSITION

CASH POSITION

	COMBINED	RESTRICTED	TOTAL	DESCRIPTION
1/10/2023				
GENERAL	543,830.95			
SEWER RESTRICTED		540,882.74		RESTRICED TO SEWER CAPITAL PROJECT
DEBT RESERVE		108,985.74		RESTRICTED LOAN REQUIRMENT
BRIDGE RESERVE		600,246.20		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		10,420.42		RESTRICTED TO PARK CAPTIAL PROJECT
GRANT PASS THRU	25,025.00			
INT GRANT		40,912.00		RESTRICED LOAN REQUIREMENT
OPS	235,084.74			
PARK CONTRIBUTIONS		12,750.00		SPECIFIC PARK PROJECTS AS DONATED
PAYROLL	1,084.25			
SPACE-TO-CREATE		CLOSED		SPACE TO CREATE ONLY
SUMMIT	2,397,484.41			
WWTP		58,602.20		OLD SEWER REHAB ONLY
CD#2-402	203,950.52			
CD#3-2578	216,378.93			
	3,622,838.80	1,372,799.30	4,995,638.10	

Invoice Date: 2/8/2023
Invoice Number: 2224606

Funds due on 4/3/2023

Town of Paonia, CO
214 Grand Ave
Paonia, Colorado 81428

Contact	Phone	Fax	Email
Cindy Jones, Finance Officer	(970)-527-4101		finance@townofpaonia.com
Corinne Ferguson, Interim Administrator	(970)-527-4101		corinne@townofpaonia.com

Account Number: 0096754NS

Town of Paonia, Delta County, Colorado Water and Sewer Revenue Refunding Bonds Series 2020A
Invoice for Debt Service Payment on 4/1/2023

Cusip	Maturity Date	Accrual Start Date	Accrual End Date	No. of Days	Principal Balance	Interest Rate	Interest	Principal	Premium/Discount
59881CAC6	4/1/2023	10/1/2022	3/31/2023	180	\$50,000.00	3.00%	\$750.00	\$50,000.00	
59881CAD4	4/1/2024	10/1/2022	3/31/2023	180	\$55,000.00	3.00%	\$825.00	\$0.00	
59881CAE2	4/1/2025	10/1/2022	3/31/2023	180	\$55,000.00	3.00%	\$825.00	\$0.00	
59881CAF9	4/1/2026	10/1/2022	3/31/2023	180	\$55,000.00	3.00%	\$825.00	\$0.00	
59881CAG7	4/1/2027	10/1/2022	3/31/2023	180	\$60,000.00	3.00%	\$900.00	\$0.00	
59881CAH5	4/1/2028	10/1/2022	3/31/2023	180	\$60,000.00	3.00%	\$900.00	\$0.00	
59881CAJ1	4/1/2029	10/1/2022	3/31/2023	180	\$60,000.00	3.00%	\$900.00	\$0.00	
59881CAK8	4/1/2030	10/1/2022	3/31/2023	180	\$65,000.00	3.00%	\$975.00	\$0.00	
59881CAL6	4/1/2031	10/1/2022	3/31/2023	180	\$65,000.00	3.00%	\$975.00	\$0.00	
59881CAP7	4/1/2034	10/1/2022	3/31/2023	180	\$210,000.00	3.00%	\$3,150.00	\$0.00	
59881CAS1	4/1/2037	10/1/2022	3/31/2023	180	\$230,000.00	3.00%	\$3,450.00	\$0.00	
59881CAV4	4/1/2040	10/1/2022	3/31/2023	180	\$250,000.00	3.00%	\$3,750.00	\$0.00	
59881CAZ5	4/1/2044	10/1/2022	3/31/2023	180	\$335,000.00	3.00%	\$5,025.00	\$0.00	
					\$1,550,000.00		\$23,250.00	\$50,000.00	

Interest Due:	\$23,250.00
Total Principal Due:	\$50,000.00
Principal Deposit Due:	
Net Due:	\$73,250.00

PAYMENT SUMMARY	
Total Interest Due:	\$23,250.00
Total Principal Due:	\$50,000.00

TOTAL DUE 4/3/2023 \$73,250.00

Notes





Manage your account online at : www.chase.com/cardhelp

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile app

30

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

New Balance
\$4,426.11
 Minimum Payment Due
\$44.00
 Payment Due Date
01/17/23

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

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

ACCOUNT SUMMARY

Account Number: 4246 3152 5990 8901	
Previous Balance	\$2,985.33
Payment, Credits	-\$2,985.33
Purchases	+\$4,426.11
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>\$0.00</u>
New Balance	\$4,426.11
Opening/Closing Date	11/24/22 - 12/23/22
Credit Limit	\$45,000
Available Credit	\$40,573
Cash Access Line	\$2,250
Available for Cash	\$2,250
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

YOUR ACCOUNT MESSAGES

Your next AutoPay payment for \$4,426.11 will be deducted from your Pay From account and credited on your due date. If your due date falls on a Saturday, we'll credit your payment the Friday before.

0000001 FIS33339 C 1

N Z 23 22/12/23

Page 1 of 2

05686 MA DA 29899

35710000010002989901

This Statement is a Facsimile - Not an original



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

AUTOPAY IS ON
See Your Account Messages for details.

424631525990890100004400004426110000000006

Payment Due Date:	01/17/23
New Balance:	\$4,426.11
Minimum Payment Due:	\$44.00

Account number: 4246 3152 5990 8901

\$ _____ Amount Enclosed

AUTOPAY IS ON

29899 BEX Z 35722 C
CINDY JONES
TOWN OF PAONIA
PO BOX 460
PAONIA CO 81428-0460

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294

5000 160 28 1595 25990890 1511

To contact us regarding your account:

31

**Call Customer Service:**

In U.S. 1-800-945-2028
Spanish 1-888-795-0574
Pay by phone 1-800-436-7958
International 1-480-350-7099
We accept operator relay calls

**Send Inquiries to:**

P.O. Box 15298
Wilmington, DE 19850-5298

**Mail Payments to:**

P.O. Box 6294
Carol Stream, IL 60197-6294

**Visit Our Website:**

www.chase.com/cardhelp

Information About Your Account

Making Your Payments: The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported To Credit Bureau: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 15369, Wilmington, DE 19850-5369.

To Service And Manage Any Of Your Account(s): By providing my mobile phone number, I am giving permission to be contacted at that number about all of my accounts by JPMorgan Chase and companies working on its behalf. My consent allows the use of text messages, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing, but not for sales or telemarketing. Message and data rates may apply.

Authorization To Convert Your Check To An Electronic Transfer Debit: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from your institution.

Conditional Payments: Any payment check or other form of payment that you send

us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

Calculation Of Balance Subject To Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

Interest Accrual: We accrue periodic interest charges on a transaction, fee or interest charge from the date it is added to your daily balance until payment in full is received on your account.

Credit Limit: If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

Payment Allocation: When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases.



DA05042021

To manage your account, including card payments, alerts, and change of address, visit www.chase.com/cardhelp or call the customer service number which appears on your account statement.



YOUR ACCOUNT MESSAGES (CONTINUED)

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

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
12/16	AUTOMATIC PAYMENT - THANK YOU	-2,985.33
12/08	MESA COUNTY HEALTH WWW.MESACOUNT CO WATER SAMPLES-605032	60.00
12/20	SPRINT *WIRELESS 800-639-6111 KS CINDY JONES TRANSACTIONS THIS CYCLE (CARD 8901) \$2520.94- INCLUDING PAYMENTS RECEIVED	404.39
12/22	USPS PO 0769660541 PAONIA CO CORINNE FERGUSON TRANSACTIONS THIS CYCLE (CARD 3742) \$1.44	1.44
11/30	USPS.COM POSTAL STORE 800-782-6724 MO WINDOW ENVELOPES-ALLOCATED	734.00
12/15	USPS PO 0769660541 PAONIA CO TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 8181) \$741.85	7.85
12/01	WORDCAB.COM WORDCAB.COM NY TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 4100) \$24.00	24.00
12/01	WALTHER ARMS 479-646-4210 AR HAND GUNS -144216	2,874.00
12/13	FEDEX OFFICE 800000836 800-4633339 TX THANK YOU CARDS-144215	27.12
12/15	AUTOZONE4061AUTOZONE GRAND JUNCTIO CO MATT LAIMINGER TRANSACTIONS THIS CYCLE (CARD 7897) \$2951.03	49.91
12/07	Amazon.com*4U4FV65Q3 Amzn.com/bill WA CORY HEINIGER TRANSACTIONS THIS CYCLE (CARD 9828) \$243.40	243.40

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

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

INTEREST CHARGES

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	17.49%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	29.24%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfer	17.49%(v)(d)	- 0 -	- 0 -

30 Days in Billing Period

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



Employee Number	Name	85-00 Net Pay Emp Amt
1300	Bachran, Mary A	184.70
1055	Byrge, Rodney A	1,681.77
1053	Cecil, Raymond Cole	1,596.92
1061	Edwards, Roger	1,286.70
1051	Erickson, Jason C	1,878.20
1071	Garcia, Jeremiah	2,331.88
1062	Glimpse, Leaf F	983.87
1050	Heiniger, Cory	2,174.45
1021	Henderson, Garrett W	1,863.30
1022	Hinyard, Patrick	1,733.97
1012	Huffman, Julie J	507.92
1001	Jones, Cynthia	2,465.82
1010	Katzer, JoAnn	1,155.33
1301	Knutson, David A	92.35
1024	Kramer, Lance W	1,521.42
1020	Laiminger, Matt	1,726.18
1305	Markle, Thomas	92.35
1003	Mojarro-Lopez, Amanda	894.88
1070	Redden, Jordan	1,998.74
1052	Reich, Dennis	1,406.15
1025	Seeley, Thomas J	1,257.13
1303	Smith, Paige W	92.35
1304	Stelter, Rick	92.35
1302	Valentine, John C	92.35
1005	Vetter, Samira	1,631.19
1306	Weber, David	92.35
1004	Wuollet, Candice C	147.76
Grand Totals:		
	27	30,982.38

Employee Number	Name	85-00 Net Pay Emp Amt
1055	Byrge, Rodney A	1,748.24
1053	Cecil, Raymond Cole	1,342.37
1061	Edwards, Roger	1,274.43
1051	Erickson, Jason C	1,772.23
1071	Garcia, Jeremiah	2,021.84
1062	Glimpse, Leaf F	863.31
1050	Heiniger, Cory	2,050.05
1021	Henderson, Garrett W	1,700.83
1022	Hinyard, Patrick	1,790.27
1001	Jones, Cynthia	2,465.82
1010	Katzer, JoAnn	1,155.34
1024	Kramer, Lance W	1,521.43
1020	Laiminger, Matt	1,726.18
1003	Mojarro-Lopez, Amanda	777.41
1070	Redden, Jordan	2,295.93
1052	Reich, Dennis	1,406.16
1006	Santiago, Ruben	356.16
1025	Seeley, Thomas J	983.87
1005	Vetter, Samira	1,637.96
1063	Walton, Matthew	527.22
1004	Wuollet, Candice C	300.14
Grand Totals:		
	21	29,717.19

DBW PS

Report Criteria:
Unpaid transmittals included
Begin Date: ALL
End Date: ALL

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
2							
2	IRS Tax Deposit		01/20/2023	74-00	Federal Tax Deposit Social Security	10-0216	1,940.06
2	IRS Tax Deposit		01/20/2023	74-00	Federal Tax Deposit Social Security	10-0216	1,940.06
2	IRS Tax Deposit		01/20/2023	75-00	Federal Tax Deposit Medicare Pay P	10-0216	588.48
2	IRS Tax Deposit		01/20/2023	75-00	Federal Tax Deposit Medicare Pay P	10-0216	588.48
2	IRS Tax Deposit		01/20/2023	76-00	Federal Tax Deposit Federal Withhold	10-0216	3,348.63
Total 2:							8,405.71
4							
4	Aflac		01/06/2023	63-01	Aflac Pre-Tax Pay Period: 1/6/2023	10-0225	71.34
4	Aflac		01/06/2023	63-02	Aflac After Tax Pay Period: 1/6/2023	10-0225	24.90
4	Aflac		01/20/2023	63-01	Aflac Pre-Tax Pay Period: 1/20/2023	10-0225	71.34
4	Aflac		01/20/2023	63-02	Aflac After Tax Pay Period: 1/20/2023	10-0225	24.90
Total 4:							192.48
6							
6	Colorado Dept of Labor		01/06/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	70.69
6	Colorado Dept of Labor		01/20/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	82.99
Total 6:							153.68
9							
9	Colorado Dept of Revenue		01/06/2023	77-00	State Withholding Tax Pay Period: 1/6	10-0217	1,170.00
9	Colorado Dept of Revenue		01/20/2023	77-00	State Withholding Tax Pay Period: 1/2	10-0217	1,392.00
Total 9:							2,562.00
30							
30	Empower Retirement		01/20/2023	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,086.00
30	Empower Retirement		01/20/2023	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,319.36
30	Empower Retirement		01/20/2023	51-02	Retirement Plan Retirement Loan Pa	10-0220	42.67
Total 30:							2,448.03
33							
33	FPPA - Fire & Police Pensi		01/20/2023	50-00	FPPA Pay Period: 1/20/2023	10-0219	1,152.00
33	FPPA - Fire & Police Pensi		01/20/2023	50-00	FPPA Pay Period: 1/20/2023	10-0219	912.00
33	FPPA - Fire & Police Pensi		01/20/2023	90-00	Death & Disability Pay Period: 1/20/2	10-0219	326.40
Total 33:							2,390.40
70							
70	Rocky Mountain HMO		01/06/2023	60-01	RMHMO - Employee Only Pay Period	10-0223	334.49
70	Rocky Mountain HMO		01/06/2023	60-01	RMHMO - Employee Only Pay Period	10-0223	6,021.19
70	Rocky Mountain HMO		01/06/2023	60-03	RMHMO - Employee + Family Pay Pe	10-0223	669.90
70	Rocky Mountain HMO		01/06/2023	60-03	RMHMO - Employee + Family Pay Pe	10-0223	2,322.69
70	Rocky Mountain HMO		01/06/2023	60-07	RMHMO - Employee + Spouse Pay P	10-0223	90.29
70	Rocky Mountain HMO		01/06/2023	60-07	RMHMO - Employee + Spouse Pay P	10-0223	1,010.67
70	Rocky Mountain HMO		01/20/2023	60-01	United - Employee Only Pay Period:	10-0223	334.49
70	Rocky Mountain HMO		01/20/2023	60-02	United - Employee + 1 Pay Period: 1/	10-0223	281.38

DBW PS

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
70	Rocky Mountain HMO		01/20/2023	60-03	United - Employee + Family Pay Peri	10-0223	669.90
70	Rocky Mountain HMO		01/20/2023	60-07	United - Employee + Spouse Pay Peri	10-0223	90.29
Total 70:							<u>11,825.29</u>
							<i>PS</i>
71							<i>12,634.16</i>
71	The Harford		01/06/2023	65-01	Group#013307460001 Hartford Basic	10-0226	31.80
71	The Harford		01/06/2023	65-02	Group#013307460001 Hartford Suppl	10-0226	26.55
71	The Harford		01/06/2023	65-03	Group#013307460001 Hartford Disab	10-0226	122.17
71	The Harford		01/20/2023	65-02	Group#013307460001 Hartford Suppl	10-0226	27.48
Total 71:							<u>208.00</u>
							<i>PS</i>
73							<i>230.15</i>
73	Delta Dental of Colorado		01/06/2023	60-05	Dental RMHMO - Dental Pay Period:	10-0223	175.11
73	Delta Dental of Colorado		01/20/2023	60-05	Dental Delta Dental - Dental Pay Peri	10-0223	175.13
Total 73:							<u>350.24</u>
							<i>PS</i>
75							<i>60.62</i>
75	VSP Insurance CO (CT)		01/06/2023	60-04	RMHMO - Vision Pay Period: 1/6/202	10-0223	67.15
75	VSP Insurance CO (CT)		01/20/2023	60-04	VSP - Vision Pay Period: 1/20/2023	10-0223	88.53
Total 75:							<u>155.68</u>
							<i>PS</i>
Grand Totals:							<u>28,691.51</u>

Report Criteria:

Unpaid transmittals included
Begin Date: ALL
End Date: ALL

DBW PS

0**

12,634.16+

11,825.29-

002 808.87*

0**

230.15+

208.00-

002 22.15*

155.68+

95.06-

002 60.62*

Report Criteria:
 Unpaid transmittals included
 Begin Date: ALL
 End Date: ALL

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
2							
2	IRS Tax Deposit		02/03/2023	74-00	Federal Tax Deposit Social Security	10-0216	1,873.76
2	IRS Tax Deposit		02/03/2023	74-00	Federal Tax Deposit Social Security	10-0216	1,873.76
2	IRS Tax Deposit		02/03/2023	75-00	Federal Tax Deposit Medicare Pay P	10-0216	571.08
2	IRS Tax Deposit		02/03/2023	75-00	Federal Tax Deposit Medicare Pay P	10-0216	571.08
2	IRS Tax Deposit		02/03/2023	76-00	Federal Tax Deposit Federal Withhold	10-0216	3,520.36
Total 2:							8,410.04
4							
4	Aflac		02/03/2023	63-01	Aflac Pre-Tax Pay Period: 2/3/2023	10-0225	71.34
4	Aflac		02/03/2023	63-02	Aflac After Tax Pay Period: 2/3/2023	10-0225	24.90
Total 4:							96.24
6							
6	Colorado Dept of Labor		01/06/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	70.69
6	Colorado Dept of Labor		01/20/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	82.99
6	Colorado Dept of Labor		02/03/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	81.88
Total 6:							235.56
9							
9	Colorado Dept of Revenue		02/03/2023	77-00	State Withholding Tax Pay Period: 2/3	10-0217	1,363.00
Total 9:							1,363.00
30							
30	Empower Retirement		02/03/2023	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,091.60
30	Empower Retirement		02/03/2023	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,350.27
30	Empower Retirement		02/03/2023	51-02	Retirement Plan Retirement Loan Pa	10-0220	42.67
Total 30:							2,484.54
33							
33	FPPA - Fire & Police Pensi		02/03/2023	50-00	FPPA Pay Period: 2/3/2023	10-0219	1,152.00
33	FPPA - Fire & Police Pensi		02/03/2023	50-00	FPPA Pay Period: 2/3/2023	10-0219	912.00
33	FPPA - Fire & Police Pensi		02/03/2023	90-00	Death & Disability Pay Period: 2/3/20	10-0219	326.40
Total 33:							2,390.40
70							
70	Rocky Mountain HMO		02/03/2023	60-01	United - Employee Only Pay Period:	10-0223	334.49
70	Rocky Mountain HMO		02/03/2023	60-01	United - Employee Only Pay Period:	10-0223	6,021.19
70	Rocky Mountain HMO		02/03/2023	60-02	United - Employee + 1 Pay Period: 2/	10-0223	140.69
70	Rocky Mountain HMO		02/03/2023	60-02	United - Employee + 1 Pay Period: 2/	10-0223	808.87
70	Rocky Mountain HMO		02/03/2023	60-03	United - Employee + Family Pay Peri	10-0223	669.90
70	Rocky Mountain HMO		02/03/2023	60-03	United - Employee + Family Pay Peri	10-0223	2,322.69
70	Rocky Mountain HMO		02/03/2023	60-07	United - Employee + Spouse Pay Peri	10-0223	90.29
70	Rocky Mountain HMO		02/03/2023	60-07	United - Employee + Spouse Pay Peri	10-0223	1,010.67

PBW 05

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
Total 70:							11,398.79 <i>mo.</i>
71							
71	The Harford		02/03/2023	65-01	Group#013307460001 Hartford Basic	10-0226	31.80
71	The Harford		02/03/2023	65-02	Group#013307460001 Hartford Suppl	10-0226	27.47
71	The Harford		02/03/2023	65-03	Group#013307460001 Hartford Disab	10-0226	140.30
Total 71:							199.57 <i>mo.</i>
73							
73	Delta Dental of Colorado		02/03/2023	60-05	Dental Delta Dental - Dental Pay Peri	10-0223	175.11
Total 73:							175.11 <i>mo.</i>
75							
75	VSP Insurance CO (CT)		02/03/2023	60-04	VSP - Vision Pay Period: 2/3/2023	10-0223	77.84
Total 75:							77.84 <i>mo.</i>
Grand Totals:							26,831.09

Report Criteria:

Unpaid transmittals included

Begin Date: ALL

End Date: ALL



PARENT ACCOUNT:
Town of Paonia

REPORT FOR:
Town of Paonia
0490-00-823899-0
DEC-24-2022 TO JAN-23-2023

PAGE 1
END OF REPORT

Financial Summary

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

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	GROSS \$	TOTAL FEES & PURCHASES
PUBLIC SAFETY	Unleaded Regular	127.59	3,262	0.00	416.60		416.60	416.60
	Monthly Card Charge	15.00	2,000	0.00	0.00		0.00	0.00
PUBLIC WORKS	PERIOD YTD			0.00	416.60		416.60	416.60
	Regular Diesel #2	26.12	4,599	0.00	120.14		120.14	120.14
	Unleaded Regular	148.78	3,184	0.00	481.20		481.20	481.20
	Unleaded Super	31.62	3,898	0.00	123.28		123.28	123.28
ACCOUNT TOTALS	Monthly Card Charge	36.00	2,000	0.00	0.00		0.00	0.00
	PERIOD YTD			0.00	724.62		724.62	724.62
	Regular Diesel #2	26.12	4,599	0.00	120.14		120.14	120.14
	Unleaded Regular	276.37	6,446	0.00	897.80		897.80	897.80
ACCOUNTS RECEIVABLE SUMMARY - Invoice 86547059	Unleaded Super	31.62	3,898	0.00	123.28		123.28	123.28
	Monthly Card Charge	51.00	4,000	0.00	0.00		0.00	0.00
	Paper Delivery Fee	1.00	10,000	10.00	0.00		0.00	0.00
	PERIOD YTD			10.00	0.00		0.00	0.00
ACCOUNTS RECEIVABLE SUMMARY - Invoice 86547059	Unleaded Super	26.12	4,599	10.00	1141.22		1141.22	1141.22
	Monthly Card Charge	36.00	2,000	0.00	0.00		0.00	0.00
	PERIOD YTD			10.00	1141.22		1141.22	1141.22
	Unleaded Super	26.12	4,599	10.00	1141.22		1141.22	1141.22

PREVIOUS BALANCE	1513.36
PAYMENTS	-1582.31
PURCHASES	1141.22
DEBITS	10.00
CREDITS	0.00
ANCILLARIES	0.00
AMOUNT DUE	1082.27

Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt	
											UTILITIES - ALLOCATED
02/28/2023	987	Black Hills Energy	02-2023	3,009.75	.00	.00	3,009.75				
02/28/2023	14	Bolinger & Queen I	116312	426.10	.00	.00	426.10				WATER LEAK+STOCK-605022
02/28/2023	43	Delta Montrose Ele	2-2023-S	3,397.64	.00	.00	3,397.64				UTILITIES - 705128
02/28/2023	534	Delta Police Depar	E021323	1,230.00	.00	.00	1,230.00				VEST PURCHASE-144216
02/28/2023	534	Delta Police Depar	R2023	7,108.65	.00	.00	7,108.65				CONTRACT PURCHASE-144242
02/28/2023	771	Dolphin House	2023	500.00	.00	.00	500.00				DONATION-144244
02/28/2023	48	Don's Market	01-1740877	15.18	.00	.00	15.18				SHOP SUPPLIES-ALLOCATED
02/28/2023	1190	Empower Trust Co	364246	325.00	.00	.00	325.00				PLAN SERVICE FEE-104131
02/28/2023	1221	ENVIRO-CHEM A	14170570	61.00	.00	.00	61.00				SEWER SAMPLES-705132
02/28/2023	888	Filter Tech System	9354	90.75	.00	.00	90.75				REMOTE ACCESS ANNUAL FEE-605033
02/28/2023	922	International Code	2023	145.00	.00	.00	145.00				ANNUAL MEMBERSHIP FEE-124331
02/28/2023	237	North Fork High S	2023	300.00	.00	.00	300.00				GRAD NIGHT DONATION-104144
02/28/2023	889	Pall Corporation	01172023	4,030.00	.00	.00	4,030.00				INSPECTION+TRAINING-605042
02/28/2023	889	Pall Corporation	OPP1806630	2,965.00	.00	.00	2,965.00				24/7 PHONE SERVICE-605042
02/28/2023	615	Paonia Senior Citiz	2023	3,000.00	.00	.00	3,000.00				DONATION-104144
02/28/2023	498	Patrick Hinyard	021523-0217	61.16	.00	.00	61.16				TRAINING MEALS-144226
02/28/2023	1119	Peak Alarm Co., In	1257964	137.64	.00	.00	137.64				QUARTERLY MONITORING FEE-104131
02/28/2023	1119	Peak Alarm Co., In	1270228	300.00	.00	.00	300.00				SERVICE CALL-104131
02/28/2023	931	Roop Excavating L	1488	7,420.00	.00	.00	7,420.00				SNOW REMOVAL-204542
02/28/2023	656	Schmueser Gordo	2013-471.01	3,141.75	.00	.00	3,141.75				2MG ENGINEERING-605020
02/28/2023	152	Southwestern Syst	203129	1,193.60	.00	.00	1,193.60				SEWER CAMERA+JET CLEANING-705122
02/28/2023	407	The Center for Me	2023	200.00	.00	.00	200.00				DONATION-144244
Grand Totals:			22	39,058.22	.00	.00	39,058.22				

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
02/28/2023	39,058.22	.00	.00	39,058.22	39,058.22
Grand Totals:		39,058.22	.00	.00	39,058.22

FOR: 02/28/2023

UBB OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		432,846.39
ACCOUNTS PAYABLE	01/20/2023-02/16/2023	(39,058.22)
LOAN PAYMENT		
BOND PAYMENT	4/3/23-AMKO 1ST BOND PMT-APPROVED 2/14/23	(73,250.00)
NORRIS RETIREMENT PAYMENT		
CHASE CREDIT CARD	12/24/22 - 01/23/23	(2,700.45)
PHILLIPS 66		
TRANSFER TO SUMMIT		
TRANSFER TO PAYROLL	2/24/2023	(34,591.83)
PAYROLL TAXES	2/24/2023	(31,007.30)
BALANCE AFTER PAYMENT		252,238.59

UBB SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		2,397,484.41
TRANSFER FROM OPS		-
TRANSFER FROM INT. GRANTS		-
TRANSFER TO OPS		
CURRENT FSBC PAYROLL BALANCE		1,703.82
TRANSFER FROM OPS	2/24/2023	34,591.83
PAYROLL (DIRECT DEPOSIT)	2/24/2023	(34,591.83)
BALANCE AFTER PAYMENT		2,399,188.23

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

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

BANK BALANCES				
2/23/2023	FSBC	COLOTRUST	TOTAL	DESCRIPTION
GENERAL		543,830.95		COMBINED FUNDS
SEWER RESTRICTED		540,882.74		PROPERTY SALE-RESTRICTED
DEBT RESERVE		108,985.74		AMKO BOND REQUIRED RESERVE
BRIDGE RESERVE		600,246.20		BRIDGE RESERVE
CONS.TRUST	10,420.42			RESTRICTED TO PARK USE ONLY
GRANT PASS THRU	25,025.00			PLACE HOLDER-COMBINED FUNDS
INT GRANT	40,912.00			PLACE HOLDER-COMBINED FUNDS
OPS	432,846.39			COMBINED FUNDS
PARK CONTRIBUTIONS	12,750.00			SPECIFIC PARK PROJECTS
PAYROLL	1,703.82			PLACE HOLDER-COMBINED FUNDS
SPACE-TO-CREATE	CLOSED			SPACE TO CREATE ONLY
SUMMIT	2,397,484.41			COMBINED FUNDS
WWTP	58,602.20			OLD SEWER REHAB ONLY
CD#2-402	203,950.52			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	216,378.93			COMBINED FUNDS
	3,400,073.69	1,793,945.63	5,194,019.32	

CASH POSITION

CASH POSITION

2/23/2023	COMBINED	RESTRICTED	TOTAL	DESCRIPTION
GENERAL	543,830.95			
SEWER RESTRICTED		540,882.74		RESTRICTED TO SEWER CAPITAL PROJECT
DEBT RESERVE		108,985.74		RESTRICTED LOAN REQUIREMENT
BRIDGE RESERVE		600,246.20		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		10,420.42		RESTRICTED TO PARK CAPITAL PROJECT
GRANT PASS THRU	25,025.00			
INT GRANT		40,912.00		RESTRICTED LOAN REQUIREMENT
OPS	432,846.39			
PARK CONTRIBUTIONS		12,750.00		SPECIFIC PARK PROJECTS AS DONATED
PAYROLL	1,703.82			
SPACE-TO-CREATE		CLOSED		SPACE TO CREATE ONLY
SUMMIT	2,397,484.41			
WWTP		58,602.20		OLD SEWER REHAB ONLY
CD#2-402	203,950.52			
CD#3-2578	216,378.93			
	3,821,220.02	1,372,799.30	5,194,019.32	

Employee Number	Name	85-00 Net Pay Emp Amt
1300	Bachran, Mary A	184.70
1055	Byrge, Rodney A	1,784.84
1053	Cecil, Raymond Cole	1,435.19
1061	Edwards, Roger	1,417.57
1051	Erickson, Jason C	1,884.46
1071	Garcia, Jeremiah	1,779.30
1023	Gilliam, William J	794.31
1062	Glimpse, Leaf F	671.37
1072	Heiniger Burum, Derek J	1,146.41
1050	Heiniger, Cory	2,050.05
1021	Henderson, Garrett W	1,808.89
1022	Hinyard, Patrick	2,351.77
1012	Huffman, Julie J	507.92
1001	Jones, Cynthia	2,485.34
1010	Katzer, JoAnn	1,160.04
1301	Knutson, David A	92.35
1024	Kramer, Lance W	1,574.06
1020	Laiminger, Matt	1,726.18
1305	Markle, Thomas	92.35
1003	Mojarro-Lopez, Amanda	635.13
1070	Redden, Jordan	2,232.26
1052	Reich, Dennis	1,416.67
1006	Santiago, Ruben	1,357.22
1025	Seeley, Thomas J	983.87
1303	Smith, Paige W	92.35
1304	Stelter, Rick	92.35
1302	Valentine, John C	92.35
1005	Vetter, Samira	1,637.95
1063	Walton, Matthew	864.47
1306	Weber, David	92.35
1004	Wuollet, Candice C	147.76
Grand Totals:		
	31	34,591.83

Report Criteria:

Unpaid transmittals included
Begin Date: ALL
End Date: ALL

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
2							
2	IRS Tax Deposit		02/17/2023	74-00	Federal Tax Deposit Social Security	10-0216	2,115.10
2	IRS Tax Deposit		02/17/2023	74-00	Federal Tax Deposit Social Security	10-0216	2,115.10
2	IRS Tax Deposit		02/17/2023	75-00	Federal Tax Deposit Medicare Pay P	10-0216	655.81
2	IRS Tax Deposit		02/17/2023	75-00	Federal Tax Deposit Medicare Pay P	10-0216	655.81
2	IRS Tax Deposit		02/17/2023	76-00	Federal Tax Deposit Federal Withhold	10-0216	3,845.71
Total 2:							9,387.53
4							
4	Aflac		02/03/2023	63-01	Aflac Pre-Tax Pay Period: 2/3/2023	10-0225	71.34
4	Aflac		02/03/2023	63-02	Aflac After Tax Pay Period: 2/3/2023	10-0225	24.90
4	Aflac		02/17/2023	63-01	Aflac Pre-Tax Pay Period: 2/17/2023	10-0225	71.34
4	Aflac		02/17/2023	63-02	Aflac After Tax Pay Period: 2/17/2023	10-0225	24.90
Total 4:							192.48
6							
6	Colorado Dept of Labor		01/06/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	70.69
6	Colorado Dept of Labor		01/20/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	82.99
6	Colorado Dept of Labor		02/03/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	81.88
6	Colorado Dept of Labor		02/17/2023	98-00	SUTA State Unemployment Tax Pay	10-0218	91.99
Total 6:							327.55
9							
9	Colorado Dept of Revenue		02/03/2023	77-00	State Withholding Tax Pay Period: 2/3	10-0217	1,363.00
9	Colorado Dept of Revenue		02/17/2023	77-00	State Withholding Tax Pay Period: 2/1	10-0217	1,560.00
Total 9:							2,923.00
30							
30	Empower Retirement		02/17/2023	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,093.55
30	Empower Retirement		02/17/2023	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,353.27
30	Empower Retirement		02/17/2023	51-02	Retirement Plan Retirement Loan Pa	10-0220	42.67
Total 30:							2,489.49
33							
33	FPPA - Fire & Police Pensi		02/17/2023	50-00	FPPA Pay Period: 2/17/2023	10-0219	1,270.50
33	FPPA - Fire & Police Pensi		02/17/2023	50-00	FPPA Pay Period: 2/17/2023	10-0219	1,005.81
33	FPPA - Fire & Police Pensi		02/17/2023	90-00	Death & Disability Pay Period: 2/17/2	10-0219	359.98
Total 33:							2,636.29
70							
70	Rocky Mountain HMO		02/03/2023	60-01	United - Employee Only Pay Period:	10-0223	334.49
70	Rocky Mountain HMO		02/03/2023	60-01	United - Employee Only Pay Period:	10-0223	6,021.19
70	Rocky Mountain HMO		02/03/2023	60-02	United - Employee + 1 Pay Period: 2/	10-0223	140.69
70	Rocky Mountain HMO		02/03/2023	60-02	United - Employee + 1 Pay Period: 2/	10-0223	808.87
70	Rocky Mountain HMO		02/03/2023	60-03	United - Employee + Family Pay Peri	10-0223	669.90
70	Rocky Mountain HMO		02/03/2023	60-03	United - Employee + Family Pay Peri	10-0223	2,322.69

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
70	Rocky Mountain HMO		02/03/2023	60-07	United - Employee + Spouse Pay Peri	10-0223	90.29
70	Rocky Mountain HMO		02/03/2023	60-07	United - Employee + Spouse Pay Peri	10-0223	1,010.67
70	Rocky Mountain HMO		02/17/2023	60-01	United - Employee Only Pay Period:	10-0223	334.49
70	Rocky Mountain HMO		02/17/2023	60-02	United - Employee + 1 Pay Period: 2/	10-0223	140.69
70	Rocky Mountain HMO		02/17/2023	60-03	United - Employee + Family Pay Peri	10-0223	689.90
70	Rocky Mountain HMO		02/17/2023	60-07	United - Employee + Spouse Pay Peri	10-0223	90.29
Total 70:							✓ 12,634.16
71							
71	The Harford		02/03/2023	65-01	Group#013307460001 Hartford Basic	10-0226	31.80
71	The Harford		02/03/2023	65-02	Group#013307460001 Hartford Suppl	10-0226	27.47
71	The Harford		02/03/2023	65-03	Group#013307460001 Hartford Disab	10-0226	140.30
71	The Harford		02/17/2023	65-02	Group#013307460001 Hartford Suppl	10-0226	27.48
71	The Harford		02/17/2023	65-03	Adjustment	10-0226	3.10
Total 71:							✓ 230.15
73							
73	Delta Dental of Colorado		02/03/2023	60-05	Dental Delta Dental - Dental Pay Peri	10-0223	175.11
73	Delta Dental of Colorado		02/17/2023	60-05	Dental Deita Dental - Dental Pay Peri	10-0223	175.13
Total 73:							✓ 350.24
75							
75	VSP Insurance CO (CT)		02/03/2023	60-04	VSP - Vision Pay Period: 2/3/2023	10-0223	77.84
75	VSP Insurance CO (CT)		02/17/2023	60-04	VSP - Vision Pay Period: 2/17/2023	10-0223	77.84
75	VSP Insurance CO (CT)		02/17/2023	60-04	Adjustment	10-0223	8.28
Total 75:							✓ 163.96
Grand Totals:							31,334.85

Report Criteria:

Unpaid transmittals included
Begin Date: ALL
End Date: ALL



[Finance Director](#)
[Public Works Director](#)

Finance Report as of 2/23/23 presented at the 2/28/23 meeting:

Monthly:

Payroll has been completed, reviewed, and released for payrolls up through 2/24/2023.

Bank statements through 10/31/2022 have been reconciled and reviewed.

Bank statements for 11/30/2022 + 12/31/2022 + 1/31/2023 – Pending.

Norris Retirement is pending with an effective date of 2/24/23.

Banking:

Bank Balances provided on the Disbursement Report as of 2/23/23.

Required Filings:

Annual Census Reporting – Due 12/20/22-Extension filed.

CY22 Form 536 Local Highway Finance Report-due 6/1/2023.

Year-End:

Financial Review by account - in process.

Audit:

Site Visit starts 4/17/2023.

Budget:

No changes to report

Other (Continued):

ClearGov – Final numbers to be sent-Pending!

OTHER TO DO ITEMS:

None to report.

GRANT/LOAN UPDATES:

PENDING

DWRF02 – Pre-Qualification Application – Submitted = \$23,000,000

DOLA Planning Grant = \$25,000

RECEIVED:

IHOP Housing Grant = \$59,850

Colorado Grand = \$17,000

ARPA-received \$184,616.40 in 2021 and 2022.

CDOT Grant 5th Street Intersection = \$792,961

SIPA-sound system micro grant 2022 = \$6,500

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

Paonia Public Works

January through March 2023

Projects:

- We have been testing new methods on potholes and trying to get as many of them filled as possible.
- We are working on the Dorris Ave sewer project. It is in the engineering stages.
- We have been meeting with paving and resurfacing crews to see what roads are still in good enough shape for an overlay or slurry mat.
- We repaired some of the roads and cables at the sewer lagoon as well as doing cleanup out there.
- We built new shelving to make up for the loss of storage from the Apple Valley shed. Working on bids to get some asbestos cleanup.
- We had a leak detector out and have been focusing on doing fixes and locating the ones they found. This includes working with UP and planning with our engineers.
- We have been looking into Hydro Generators at the plants. Currently waiting on rough pricing.
- We worked with the divers that came to inspect the 2-million-gallon storage tank.
- We have been getting updated bids for a tracked vehicle for the springs. We will provide them soon.

- We received and installed the rebuilt pumps at the 2 million and the sewer lagoon.
- We assisted Tribble and sons on the sink hole in the alley off Popular and Onarga.
- Public Works staff would also like to thank the community for their patience and all the help to remove the snow.



Colorado West Land Trust: Multi-Modal Trail and Park/Open Space Connectivity



**Request to be Placed on the
Town Board Agenda
Citizen or Other Entity**

Request must be received no later than the two weeks before the regular meeting. If the regular meeting is on the Tuesday the 28th, the request must be received before 5pm on Tuesday the 14th.

Note: Submitting an agenda request does not guarantee placement on an agenda. The Maywill determine if this is an appropriate item for consideration on the Board of Trustee’s formal agenda. Should this request be denied, the requester may present their tiem in writing ot the Board under correspondence received or by making a verbal comment within the establish time limit at the beginning of a regular meeting.

Subject: One or two words (example: Town Park, Potholes, Open Meetings, etc.)

Multi-Modal Trail and Park/Open Space Connectivity

Name of Requester or Presenter: Libby Collins

Representing: (Group or Agency name, or Self) Colorado West Land Trust

Date of request submittal: 2/20/2023

Date of Requested Board Meeting: (Insert Board Meeting date) 2/28/2023

(This form was just sent by Town Administrator on 2/17/2023. Therefore, I was not able to meet the 2 week deadline)

Specific request:

To present to the board an opportunity to complete the Trail that will connect the River Park to Paonia’s Public Library through a proposed acquisition of river corridor that would dramatically enhance public open space for residents and K-8 students, Colorado West Land Trust has been invited by local organizations and residents to assist with acquisition of land that would benefit the community and help the Town of Paonia achieve goals set out in its Parks and Recreation Plan.

Is this a request for Board Action? Yes No

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

The Town of Paonia Parks and Recreation Plan and the Delta County Parks and Recreation Plan both highlight the importance of trail connectivity along the North Fork River corridor. Trail connectivity benefits residents and youth to access the outdoors, engage in healthy lifestyles, and connect public amenities along the river corridor as well as in the surrounding downtown area.

The North Fork River Trail System extends from the Paonia River Park, across Grand Ave, to a loop trail on land at the K-8 School. The longer term plan is to continue this trail across the adjacent Riverbank property (owned by Old World, LLC), to connect with Price Road and to cross the North Fork River on a parcel of land already owned by the Town of Paonia, to connect with the Paonia Public Library, the Library Park, and sidewalks leading into downtown.

While discussion about completing this segment of trail has been ongoing for a number of years, progress has been delayed for many reasons. Colorado West Land Trust was invited to determine if any of our "tools" could assist with the completion of this trail. As a result, the Land Trust has had in depth conversations with The Nature Connection, the Western Slope Conservation Center, a few of the North Fork Recreation District board members, and the landowner, Old World, LLC.

There is urgency at this time to resolve completion of the trail and determine ownership of the land on which the trail will traverse. The landowner is currently open to discussion about parceling off, though a sale, some of this land for protection of the river corridor and for the trail. Furthermore, continued increases in land values may inhibit future acquisition of land for public open space. If we do not move forward we may lose this once-in-a-lifetime opportunity.

For these reasons, Colorado West Land Trust strongly urges the Town Council to add our presentation to your February 28th agenda so that we may engage in needed conversation about how we may proceed with the landowner and continue progress toward determining an outcome, favorable for Paonia's youth, residents, and Town of Paonia.

Summary Recommendation (if asking for Board Action) (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.

Colorado West Land Trust recommends that the Board consider collaborating with the Land Trust in the purchase of or facilitate the purchase of a section of river corridor from the Old World, LLC to add to the Town of Paonia's parcel that extends across the North Fork River. This land would serve as public open space to achieve connectivity goals outlined in Paonia's Comprehensive Plan and Parks and Recreation Plan.

*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 Problem is the lack of progress in completing the proposed next section of trail, outlined in the North Fork River Trail System. The delay in resolving the completion of this section of trail is the result of determining ownership of the land that will host this trail segment. The owner of the land is willing to let this river corridor section go for sale to Colorado West Land Trust at this time. However, his willingness may be conditional and could disappear as time passes. Also, if land values continue to escalate, Colorado West Land Trust may not be able to raise enough funds for acquisition of this land for open space.

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

Mary Bachran, Mayor of Paonia
Leslie Klusmire, Town Administrator
Libby has met a few times with Mary Bachran and once with Leslie to describe the proposed project ask how to proceed with the Town of Paonia.

Also,
Ben Graves, The Nature Connection
Northfork Recreation District, Board Members
Western Slope Conservation Center

Contact information:

Name: Libby Collins/Colorado West Land Trust
 Physical Address: 1006 Main St., Grand Junction, CO 81501
 Mailing Address: Same
 E-mail: libby@cowestlandtrust.org
 Daytime Phone: 970-263-5443



Phoenix Rising Resources Contract Approval – Master Plan for Town of Paonia

To: The Honorable Mayor Mary Bachran and Board of Trustees

From: Leslie Klusmire, Interim Administrator

Date: February 28, 2023

RE: Approval of Contract for Master Planning Services from Phoenix Rising Resources LLC

Recommendation: Approve the Contract as drafted by the Town Attorney and agreed to by the consulting firm.

Background:

The consultants submitted a contract, and the Town Attorney incorporated their terms into the Town’s master services contract. Start dates were updated.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND PHOENIX RISING RESOURCES LLC**

1.0 PARTIES

This Professional Services Agreement (this "Agreement") is made and entered into this 24th day of February, 2023 (the "Effective Date"), by and between the **Town of Paonia**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **Phoenix Rising Resources LLC**, a Colorado limited liability company, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference; provided that, the Contractor shall coordinate with the firm selected by the Town to prepare the Town's Affordable Housing Plan, such that no work performed by the Contractor is duplicative of that performed by such firm. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of Exhibit A, the terms and conditions of this Agreement shall control. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

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

5.0 PROJECT REPRESENTATION; DIRECTION

5.1 The Town designates Interim Town Administrator, Leslie Klusmire, and Ms. Klusmire's successor, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees. Failure of the Contractor to comply with such directions shall constitute a material breach upon which the Town may terminate this Agreement. The Contractor shall not attempt to supplant the Town's discretion or determinations with the Contractor's determinations or discretion as to the content of the Master Plan or any other deliverables prepared by the Contractor under this Agreement.

5.2 The Contractor designates Marissa Mommaerts as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to February 29, 2024, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date, and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the timeline set forth in Exhibit A and the Town's requirements.

Commented [NC1]: To permit enough time for contract wrap-up.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Paonia, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Paonia, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Paonia under this contract.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written

notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION; CONSEQUENTIAL DAMAGES WAIVER

- 8.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.1. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.
- 8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER CONTRACTOR NOR CLIENT SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS REPRESENTATIVES AND AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, COVER, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE INCURRED BY ANY PARTY ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

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

11.0 SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and permitted assigns. Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent. Any assignment or delegation in violation of this Section shall be voidable in the Town's sole discretion.

12.0 DEFAULT

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

13.0 TERMINATION

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

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS; INFORMATION

15.1 At the request of Contractor, the Town will provide or make available to Contractor any information in the Town's possession or available to the Town from others that in the opinion of Contractor is reasonably necessary to allow Contractor to perform the Services. Contractor may rely upon such information and does not assume any responsibility to determine the accuracy or authenticity of any such information. By providing any information to Contractor, the Town warrants that it is entitled to so provide same to Contractor for the purposes of the Agreement.

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

16.0 ENFORCEMENT; DISPUTE RESOLUTION

16.1 Subject to Section 16.3, in the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Delta County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Delta County or the federal district court for the District of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Delta County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

16.3 The parties agree that, prior to the commencement of litigation of any dispute, controversy, claim or counterclaim (each a "Claim") between the parties arising out of this Agreement, the parties shall first attempt to resolve the Claim through negotiations between the

parties, and then participate in a non-binding mediation of any such Claim. If the Claim proceeds to mediation, the mediator shall be a retired judge or practicing attorney agreed upon by the parties. Mediation shall be held in Delta County, Colorado. The cost of the mediation shall be borne by the parties equally. At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to bind the party. If the subject dispute will involve third parties, such as an insurer, vendor, or agent, such party or parties may be asked to participate in the mediation. If a party has participated in the mediation and a successful outcome has not been achieved, that party may thereafter initiate litigation. If any party commences litigation with respect to a Claim without first attempting to resolve the Claim through mediation, then that party shall not be entitled to recover its attorneys' fees.

16.4 Section 16.3 notwithstanding, either party may immediately pursue injunctive relief in the courts of Delta County to prevent a breach or continuing breach of this Agreement by the other party.

17.0 COMPLIANCE WITH LAWS

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the Town:

Town of Paonia
Attn: _____
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Telephone: 970-527-4101
Fax: 970-527-4102
Email: _____

If to the Contractor:

Phoenix Rising Resources
[LLC [Calla Rose Ostrander]
1200 Third Street Unit 1
Paonia, CO 81428

(970)201-3134]
callarose@gmail.com]

Commented [NC2]: Contractor: Please fill in.

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

20.0 EQUAL OPPORTUNITY EMPLOYER

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

21.0 FORCE MAJEURE; MISCELLANEOUS

- 21.1 A party's performance of its obligations hereunder, other than payment obligations, will be excused if such party's performance is prevented by any cause or causes beyond its reasonable control without the fault or negligence of such party. Such causes may include, but are not necessarily restricted to, acts of God, of the public enemy, terrorist acts, insurrection, civil disturbance, acts of the government in either its sovereign or contractual capacity, fires, epidemics, quarantine restrictions, strikes or labor disturbance, acts or omissions of carriers, transmitters, phone companies, Internet service providers, Internet backbone providers, vandals, or hackers. In no event shall financial difficulty or inability constitute force majeure.
- 21.2 The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy. A waiver or consent given by any party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. If any provision in the Agreement is found to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall in no way be affected or impaired thereby provided the original intent of the parties can be fulfilled.

22.0 NO THIRD PARTY BENEFICIARIES

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

23.0 SUBCONTRACTORS

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

24.0 AUTHORITY TO BIND

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

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

TOWN OF PAONIA
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: 

Title: Funder, PRR

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]



Energy & Environment Symposium Scholarship for Trustee Knutson

[Flyer](#)

[Scholarship Details](#)

Samira V

From: Dave K
Sent: Friday, February 17, 2023 5:51 PM
To: Samira V; Mary B
Cc: Leslie
Subject: Fwd: Last Chance: Energy & Environment Symposium

Follow Up Flag: Follow up
Flag Status: Flagged

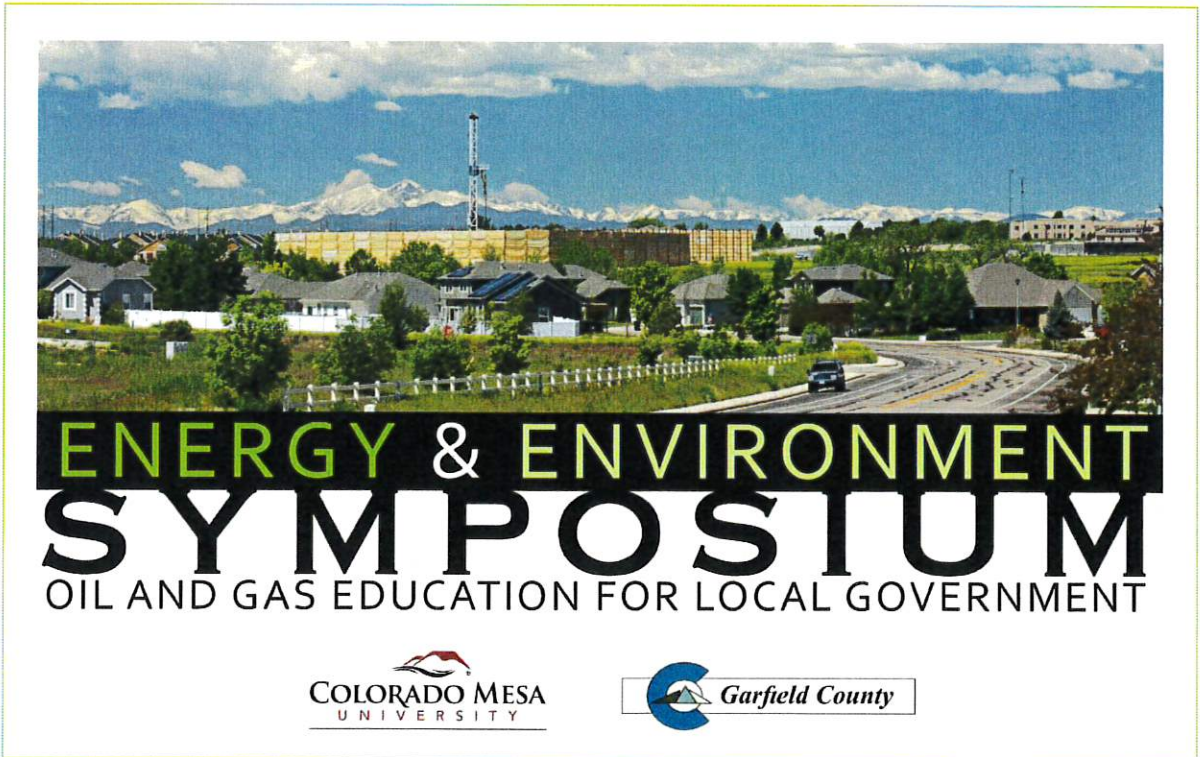
Here's the flyer for the symposium, correction on dates, it's April 12 and 13
Thanks

The Town of Paonia is an Equal Opportunity Employer

Dave Knutson
970 260-3260

Begin forwarded message:

From: "Kirby Wynn (Garfield County)" <kwynn@garfield-county.com@ccsend.com>
Date: February 17, 2023 at 9:26:18 AM MST
To: Dave K <DaveK@townofpaonia.com>
Subject: Last Chance: Energy & Environment Symposium
Reply-To: kwynn@garfield-county.com



Register

Dear Dave,

Writing today to invite you, our fellow Colorado local government officials, to join us at the 9th annual **Energy & Environment Symposium on April 12-13 in New Castle, Colo.** We have had such an overwhelming response that this is just about your last chance to grab a seat for this year.

We have just a couple dozen local government tickets remaining so [register now](#) before you miss out. Are you a local government official in need of a partial or full scholarship to attend? Just ask! Send an email ASAP to Kirby Wynn at kwynn@garfield-county.com or call (970) 987-2557 to discuss.

Many of you have already registered, but please take a moment to reach out to colleagues who would benefit by attending before they miss out.

If you have not joined us previously, the main thing to know is every element of this event is planned to benefit Colorado's local governments who are navigating oil and gas development and related issues. The COGCC commissioners, director and senior staff will be on hand to engage with you one-on-one in an informal setting. You may also expect about 260 other local govt, industry and state agency folks from all parts of Colorado to be on hand for education and networking. Truly a statewide conference designed to to meet the varied oil and gas educational needs of Colorado local governments.

Consensus attendee reviews call out our presenters as compelling and the networking with fellow governments, industry and state regulators as incredibly valuable.

This event is just about sold out a full 50 days before opening remarks on April 12th. Please [register now](#) before we are sold out.

Exciting keynote updates. Dr. Scott Tinker will engage us on the dual global energy transition challenge of reducing greenhouse gas emissions and other environmental impacts and growing the energy supply to lift developing countries out of poverty. Tinker is the host of PBS [Energy Switch](#), an energy and climate talk show appearing on over 200 PBS stations nationwide, and [Earth Date](#), featured weekly on over 450 public radio stations in all 50 United States. Dr. Morgan Bazilian will discuss global and national energy security and geopolitics.

Over thirty invited experts in regulatory, planning, legal, environmental, economic, EJ and other social issues will provide the latest information needed by local governments from oil & gas regions across Colorado.

Need a scholarship? Just ask! Send an email ASAP to Kirby Wynn at kwynn@garfield-county.com or call (970) 987-2557 to discuss.

A Few of Our Program Topics...



- Keynote: [Dr. Scott Tinker](#), Just the Facts: Conversation about Energy Transition, the Economy and the Environment
- Keynote: [Dr. Morgan Bazilian](#), Energy Security and Geopolitics
- COGCC permitting process post Mission Change
- Industry Leaders Fireside Chat: Four oil & gas C-Suite executives discuss evolving business strategies for successful Colorado operations.
- Advances in local government oil and gas regulations and permitting post COGCC Mission Change
- Carbon Capture and Sequestration: The new decarbonization component for major oil and gas projects
- What to expect from upcoming COGCC and AQCC oil & gas rulemakings
- Cumulative Impacts: What state agencies and operators are doing to understand and address them
- Environmental Justice: Evolving state legislation and regulations that will reshape oil and gas permitting
- Greenhouse Gas emission reductions: Latest technology and regulatory advances
- Field trip to an active oil and gas site
- Latest technology to reduce nuisance impacts to communities during oil & gas development
- County and state mineral revenue projections
- Federal agencies update on changing oil and gas regulations and policies
- Southern Ute Indian Tribe oil and gas development strategy plus insights on tribal approach to addressing GHG emissions and air quality management
- State agency alphabet soup: Executive Director updates and Q&A from COGCC, DOLA, CDPHE, APCD, DNR
- **Ample informal networking opportunities throughout the two days to engage your local government colleagues, industry and regulators from across Colorado including Tuesday evening Meet & Greet and the Wednesday evening *Steak Fry in the Gas Patch* event on a cattle ranch out in the gas patch**

We look forward to seeing April 12 & 13, 2023 in New Castle! [Register now.](#)

Sincerely,

Kirby Wynn, on behalf of Garfield County Commissioners Mike Samson, John Martin and Tom Jankovsky and Colorado Mesa University

A symposium for county and municipal officials navigating planning, social, fiscal, regulatory and environmental issues related to oil and gas development

	Share This Email
	Share This Email

Garfield County | 195 W. 14th Street, Bldg D, Rifle, CO 81650

[Unsubscribe davek@townofpaonia.com](mailto:davek@townofpaonia.com)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by kwynn@garfield-county.com

Samira V

From: Dave K
Sent: Friday, February 17, 2023 5:49 PM
To: Samira V; Mary B
Cc: Leslie; Kirby Wynn
Subject: Fwd: LGD scholarship

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Mary and Sam, As Paonia's Local Government Designee to Oil and Gas Commission my next email to you will include the flyer for this conference April 15 and 16.

I am willing to pay for lodging and will also cover my own transportation to New Castle. All Commission Members are expected to be there and I am willing to commit the time.

The organizer has an ask that the Town pay a reduced rate as shown below. This is a Council decision I presume. Please include on next agenda and I'll contact Kirby with results.

Thanks
Dave

The Town of Paonia is an Equal Opportunity Employer

Dave Knutson
970 260-3260

Begin forwarded message:

From: Kirby Wynn <kwynn@garfield-county.com>
Date: February 16, 2023 at 12:33:29 PM MST
To: Dave K <DaveK@townofpaonia.com>
Cc: Viki Cox <vcox@garfield-county.com>
Subject: RE: LGD scholarship

Hi Dave,

Great to see you will be attending!

As we discussed it would be helpful if the Town could comfortably cover a 1/2 price registration fee of (\$197.50).

If not, I will award a full scholarship (not lodging) but our costs are about \$650 per person so I do need to ask if some payment could work for the town.

As we also discussed, we have a group rate of \$89/night at comfort inn in Rifle. It might make sense to at least stay over Wednesday nights as we have the Filed Tour from 3:30-4:30 and then the Steak Fry in the Gas Patch dinner and networking event, both out on/by a well pad accessed by our shuttles from the Comfort Inn

Let me know after your meeting on the 28th and I will send the appropriate discount code web link.

--Kirby

-----Original Message-----

From: Dave K <DaveK@townofpaonia.com>
Sent: Thursday, February 16, 2023 10:44 AM
To: Kirby Wynn <kwynn@garfield-county.com>
Subject: LGD scholarship

[You don't often get email from davek@townofpaonia.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hi Kirby, I was approved this week by our Trustees to request a scholarship to attend. Is this still possible at this late stage? Please let me know. It looks like it would really be a solid platform for my service as Paonia's Local Government Designee.
Thanks
Dave

The Town of Paonia is an Equal Opportunity Employer

Dave Knutson
970 260-3260



Approval of Resolution 04-2023 : Establishing Roles and Responsibilities of Town Committees

To: The Honorable Mayor Mary Bachran and Board of Trustees

From: Leslie Klusmire, Interim Administrator

Date: February 28, 2023

RE: Resolution to Establish Proper Committee Roles and Responsibilities

Recommendation: Adopt this Resolution as a first step to establishing the proper roles of advisory committees in the Town of Paonia.

Background:

This resolution was created as a follow-up to the recent Board training on roles and responsibilities in municipal government.

Overall, this resolution states that advisory committees are just that – they recommend plans and policies to the Board. They are valuable to the Town for this reason alone.

They do not supervise staff and are not involved in any way with the day-to-day operations and management of the Town. They do not represent the Town to anyone. Only the Town Board of Trustees can do that.

They do not get involved with or speak to any complaints made to the Town regarding code violations or other infractions. Only Town staff can be involved in addressing complaints.

The involvement of committees in personnel matters, staff direction and supervision, complaints, and any other matters that are not strictly policy recommendations that go directly to the Board of Trustees for final action exposes the Town to liability. This resolution spells that out so there will be no confusion regarding the roles and responsibilities of committees and reduces the Town’s exposure to liability for actions taken outside of government authority.

Regarding specific committees:

North Fork Airport Advisory Committee:

This committee has been assigned several documented responsibilities that conflict with the IGA and governmental chain of authority. Here is the current list of roles and responsibilities with my comments:

- A. *The Committee shall be the liaison between The Town and The County on airport matters, including information sharing and planning required at*

7V2.

No citizen committee should be a direct liaison between the Board and another governmental entity. The Town Board of Trustees should receive recommendations from the Town’s Airport Advisory Committee and serve as the sole contact between the Town and the County.

- B. *The Committee shall report any budgetary requirements at 7V2 to the Paonia Board of Trustees in a timely basis*

If the Advisory Committee has recommendations regarding capital, operating, and maintenance requirements, they should submit them to the Board of Trustees as an agenda item. The Board of Trustees then should negotiate these improvements with Delta County.

- C. *The Committee shall create a 5- and 10-year master plan for the airport and keep it on file at the Town of Paonia*

If there is a master plan required or desired for the airport, it should be a joint effort with the County and the Town. The authority to create and adopt a master plan lies with the Board of Trustees and the Delta County Board of Commissioners.

- D. *The Committee shall report to the Paonia Town Council in March and September of each year and additionally, as needs arise.*

This is a proper role for the Advisory Board. However, you may want to make it less specific and just say as needed.

- E. *The Committee shall conduct tours of 7V2 with new Paonia Trustees and other interested parties as to the ownership, operation, maintenance, and capital improvements required at 7V2*

It is good for the Board to tour the airport with the Advisory Committee, but it doesn’t need to be part of a documented committee mandate. I think it’s better to focus on the advisory capacity of the committee and leave this kind of detail out.

I sent the current airport agreements to Nick. He replaced more specific language with broader language because the “Town does have some significant rights under the MOU regarding the airport property (e.g., ownership, consent to purchase/sale/lease/capital improvements, etc.). The Town does have some rights (albeit less significant) when it comes to operations, maintenance, and management, i.e., right of the Board to provide input and appoint a member to the County’s advisory board.” I’ve attached the IGA and the previous resolution regarding the Airport Advisory Committee for your information.

The Tree Board:

Most of the Tree Board’s previous responsibilities (listed below with comments) would remain. The only adjustments we recommend are having them solely report to the Board of Trustees and clarifying that they do not “investigate.” They make policy recommendations to the Board. Strikeouts are removed language. Underlines are added language:

- *Advise the BOT about the selection, planting, and care of trees in the Town of Paonia using, when applicable, the “most recent guidelines document” or master plan.*
- *Support and promote healthy horticultural practices for our comate through public education by celebrating Arbor Day every year, by maintaining a website, and through other community events.*
- *Prepare the Tree City USA application and “information required” to maintain the Town’s status with the National Arbor Association. Submit the application to the Town Administrator for formal submission to the National Arbor Association.*
- *The Tree Board, ~~when requested by the Town Administrator,~~ only when requested for formal action by the Town Board, shall consider, ~~investigate,~~ make findings, report, and recommend upon any special matter of questions coming within the scope of its work and expertise.*

Water, Sewer, and Trash Committee (aka Water Advisory Committee)

The Water, Sewer & Trash Committee appears to comprise the same people as the Water Advisory Board. The Water Advisory Board was just removed from the Town code. The language included in this resolution makes it clear that this committee does not provide staff oversight in any form and is not involved with the day-to-day operation and decisions of the Public Works staff.

These were the assignments to the Water Advisory Board. The Water Advisory Board section was just removed from the Code (my comments under each role):

1. *Study and recommend to the BOT amendments to the code addressing the water system, including but not limited to Section 13, Article 1 of the Town Code.*
2. *Study and recommend to the BOT actions based on any written reports, infrastructure analysis, and any engineering studies related to the water system and supply.*
3. *Provide a regularly scheduled forum for any recipient of water to participate in discussions specific to the water system, ~~including but not limited to maintenance, repairs, rates, and management.~~ The strikeout indicates language should not be part of any committee’s role.*

- 4. *To consider, investigate, make findings, report, and recommend on any special matter or question coming with the scope of its work to the Town’s Public Works Department and/or to the Board of Trustees.*

Regarding number four – No committee investigates. If the Board requests the committee to advise it on an issue, the committee will play a valuable role in advising the board as to its recommendation on policy issues. Committees do not advise staff (Town’s Public Works Department). They submit their recommendations directly to the Board.

The current Water, Sewer, and Trash Committee document was assigned these roles (my comments under each role):

Role: *“The purpose of the water, sewer, and trash committee are to assist the Mayor and Town staff with water, sewer, and trash issues. It should be noted that this committee is part of the legislative branch of Town government and therefore does not have the authority to directly manage the Public Works Department. That job is rightly performed by the Mayor, the Town Manager, and the Director of Public Works.”*

Again, Committees do not advise or assist staff (Town’s Public Works Department). They submit their recommendations directly to the Board. The committee is not part of the legislative branch of the Town government, and this language has been removed.

- 1. *Develop water, sewer, and trash policies, drafting them through work sessions with the rest of the Town Board and finally shepherd them into an ordinance.* The committee may recommend policies to the Board. They should not draft them or “shepherd” them into an ordinance. This is the role of the Board and staff.
- 2. *Budget for Town water, sewer, and trash expenses considering needs and resources.* The committee should only be involved in budget recommendations if the Board of Trustees specifically assigned this advisory role. Budget recommendations should come from expert staff because they are most intimately acquainted with operations, management needs, and Town finances. Committees may comment on the staff budget recommendations directly to the Board of Trustees during the budget hearing process.
- 3. *Inspect regular budget reports to ensure the water, sewer, trash expenses, and revenues are on track.* The committee should not be involved in budget management, nor does it “inspect” budget reports in an official capacity. The Board of Trustees is solely responsible for monitoring budgets, expenses, and revenues.
- 4. *Do long-range planning on capital improvements to the water, sewer, and trash systems.* The committee can recommend policies regarding long-term planning. The Board of Trustees is solely responsible for long-range capital improvement planning for the water, sewer, and trash and takes recommendations directly from expert staff. The Board of Trustees considers policy recommendations from

- the Committee and public comments.
5. *Provide quality control for the water, sewer, and trash systems, inspecting facilities as needed.* The staff is solely responsible for quality control and for inspecting its facilities. Committees should have no role or responsibility for quality control and inspection.
 6. *Be a board of review when a citizen has a complaint or suggestion about water policies, billing problems, or infrastructure concerns. The Town Clerk can refer citizens to this committee for resolution. This may require that the committee take the issue before the Town Board for a vote.* The Committee should not be a review board for complaints, water policies, billing problems, or infrastructure concerns. The staff handles billing problems; the other issues are solely the Board of Trustees' responsibility.
 7. *Review contractors who provide public works support to the Town.* The committee should have no authority to review and select contractors or contractor work. That is solely the staff's responsibility according to the Town's purchasing policy. When contractor selection lies with the Board of Trustees due to purchasing policy requirements, only the Board of Trustees reviews and selects contractors.
 8. *Review requests for bids on water, sewer, or trash projects.* The committee should have no authority to review bid documents. That is solely the staff's responsibility according to the Town's purchasing policy. When contractor/bid selection lies with the Board of Trustees due to purchasing policy requirements, only the Board of Trustees reviews and selects contractors.
 9. *Cooperate with water companies using Town water.* The Committee should have no liaison authority with water companies. Working with water companies is solely a staff and Board of Trustees authority.
 10. *Cooperate with the Bone Mesa Domestic Water District regarding shared water resources.* The Committee should have no liaison authority with other agencies or organizations. Working with other agencies is solely a staff and Board of Trustees charge.
 11. *Cooperate with the Forest Service regarding springs and facilities located on their land.* The Committee should have no liaison authority with other agencies or organizations. Working with other agencies is solely a staff and Board of Trustees charge.
 12. *Protect and enhance the water resources of the Town.* This is the responsibility of the staff and the Board of Trustees.
 13. *Meet regularly with the Public Works Director about current water, sewer, and trash issues.* The Public Works Director can meet with the Committee for public education purposes only. Staff does not report to the committee, nor does it respond to committee requests. Committee requests and recommendations can only be made directly to the Board.
 14. *Report a summary of recent water, sewer, or trash activities at each regular Town meeting.* This is the responsibility of the staff, not the committee. The

Board member or chair of this committee can update the Board on issues the committee is discussing, but water, sewer, and trash activity reporting is a staff responsibility.

The Water, Sewer, and Trash Committee does not have a rule regarding how many voting members it has. This provision was in the recently removed Code language. Staff will prepare a resolution updating this committee's roles and responsibilities and include the membership requirements that were in the code for the Water Advisory Committee unless otherwise directed by the Board of Trustees.

Future work regarding Town Committees:

The Town Attorney and I need future direction regarding the purpose and scope of work for the Streets, Public Safety, and Parks Committees. Since those committees don't have documented roles and responsibilities, you'll need to let us know what they are so we can document them. Therefore, this resolution addresses them in this way:

C. Parks Committee. The Town Board shall develop and establish written roles and responsibilities for the Parks Committee consistent with the Town's adopted organizational structure by amendment to this resolution at a future date.

D. Streets Committee. The Town Board shall develop and establish written roles and responsibilities for the Streets Committee consistent with the Town's adopted organizational structure by amendment to this resolution at a future date.

F. Public Safety Committee. The Town Board shall develop and establish written roles and responsibilities for the Public Safety Committee consistent with the Town's adopted organizational structure by amendment to this resolution at a future date.

Amendments to the Municipal Code and individual committee resolutions will need to be made so that language is consistent with this Resolution.

RESOLUTION 04-2023

A RESOLUTION REGARDING ADVISORY AND BOARD LIAISON COMMITTEES OF THE TOWN OF PAONIA, COLORADO

WHEREAS, the citizens of the Town of Paonia (the “Town” or “Paonia”) have a tradition of voluntary service to their community by serving on citizen advisory committees to the Town, including the Tree Board, the North Fork Airport Advisory Committee, and the Advisory Water, Sewer, & Trash Committee, and any other citizen advisory committee established by resolution (each, a “Citizen Advisory Committee”) of the Town Board of Trustees (“Town Board”); and

WHEREAS, Paonia citizens have significant practical knowledge on issues and topics related to sustaining the quality of life in the Town and on the operational effectiveness of the Town government; and

WHEREAS, the Town Board has also employed two Board members to serve on Board liaison committees as factfinders and advisors to the Town Board as a whole, including the Personnel Committee, Streets Committee, Public Safety Committee, Parks Committee, and Finance Committee (each, a “Board Committee”), none of which Board Committees have citizen membership; and

WHEREAS, the Town Board has an interest in promoting continued community participation through Citizen Advisory Committees as well as appointing Board Committees to fact-find and advise the Board on policies, responsibilities, and duties; and

WHEREAS, the Town Board desires, however, to refine the roles and responsibilities of Citizen Advisory Committees and Board Committees, to protect the Town from liability, and to ensure such roles and responsibilities do not interfere or impermissibly overlap with the roles and responsibilities of Town officers and employees, or the powers and duties reserved to the Town Board as a whole; and

WHEREAS, the Planning Commission, Zoning Board of Adjustment, and Building Code Board of Appeals are required bodies in statutory towns with roles and responsibilities assigned by state statute, and Town ordinances not inconsistent with state statutes and therefore are not subject to the policies outlined in this resolution; and

WHEREAS, the Development Review Committee is established pursuant to, and has the duties set forth in, Section 17-2-30 of the Paonia Municipal Code (the “Town Code”) and is comprised of representatives of the Town staff (e.g., Public Works and Utilities, Building Inspector, Town Administrator, Police, and Fire), representatives of utility companies, telephone company, highway department, and school district, and is therefore not addressed in or subject to the policies of this resolution.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Paonia, Colorado, that:

Section 1. Citizen Advisory Committees – General.

A. Each Citizen Advisory Committee shall serve solely as an advisory body to the Town Board, with the sole purpose of providing recommendations to the Town Board. Citizen Advisory Board recommendations shall not be considered Town policy, as establishing Town policy, or as final decisions of the Town, and are therefore not subject to administrative or judicial appeal. Unless otherwise provided in the Town’s ordinances, the Board may, at any time by subsequent resolution: (i) establish, consolidate, or abolish any Citizen Advisory Committee; (ii) modify the roles and responsibilities of any Committee; or (iii) divide any Committee into separate committees.

B. Each Citizen Advisory Committee will provide service that does not conflict or interfere with the functions, roles, responsibilities, powers, or authority of the Town Board, Town officers, and employees or the jurisdiction of other government agencies. Such committees shall have no legislative, executive, or administrative powers, or civil rights, or any investigatory or enforcement authority with regard to potential violations of the Paonia Municipal Code (“Town Code”) or ensuing Town rules and regulations.

C. The Town Administrator will provide at least one annual orientation or training session to all standing Citizen Advisory Committees and will be responsible for assigning Town staff support for the work of such committees when necessary, which support shall be scheduled so as not to unreasonably interfere with the day-to-day responsibilities of any staff member.

D. Except as otherwise expressly stated, meetings of advisory committees do not need to be publically noticed unless more than two Board members plan to attend. Advisory committees have no authority to make decisions on behalf of or bind the Town and serve only as advisory bodies to the Town Board.

E. Advisory citizen committee members shall serve as individuals exercising their best judgment regarding matters relevant to their respective committee’s functions and not as delegates for their respective organizations or groups.

F. Citizens serving on committees are not official representatives of the Town government and may not represent their committee’s recommendations or their personal opinions or points of view as representative of that of the Town government. Committee members must secure permission, by an affirmative vote of the majority of voting members of their respective committees, before: (i) making a formal recommendation to the Town Board, (ii) speaking publicly on behalf of their respective committee, or (iii) representing that such member’s opinions reflect that of the committee as a whole. Under no circumstances shall citizens serving on Citizen Advisory Committees respond to citizen complaints about the Town government or official business of the Town.

G. Citizen Advisory Committees may consult with other Citizen Advisory Committees on matters of mutual interest in developing recommendations to bring to the Town Board.

H. Formal recommendations to the Board must be decided by the affirmative vote of a majority of the voting members of the respective Citizen Advisory Committee. Therefore, each Citizen Advisory Committee desiring to make formal recommendations to the Town Board shall adopt a written committee structure with a set number of voting members. It is recommended that Committees contain an odd number of voting numbers in order to avoid tied votes. If the organizational documents of a Citizen Advisory Committee already establish a set number of voting members (e.g., the North Fork Valley Airport Advisory Committee), such Committee shall adhere to such structure. Citizen Advisory Committees are not limited in the amount of non-voting members serving on their Committee. Citizen Advisory Committees without voting members (e.g., Committees providing a public forum for citizens to participate in discussions specific to a certain category of Town business for the purpose of gathering information that may be passed on to the Board) will be unable to make formal recommendations to the Board. However, the Board Liaison(s) (defined below) appointed to such Committee will provide periodic updates to the Town Board regarding discussions occurring at such Committee meetings.

I. Citizen Advisory Committee voting members will be comprised of individuals who reside within the Town, except for one (1) voting member from each advisory committee may be an at-large member living within the Town’s 3-mile plan area. Ex-officio, non-voting citizen members are not required to be residents or reside within the Town or the 3-mile plan area.

J. The Town Board will appoint voting members of Citizen Advisory Committees at such times as the Board deems appropriate. To be a voting member of a Citizen Advisory Committee, a candidate must be at least eighteen (18) years of age. Board-appointed voting members of Citizen Advisory Committees shall have terms of three (3) years, dating back to January 1 of the year in which the member was appointed. New and renewing applicants must submit a formal application with the Town Clerk for Committee appointment. All regular terms commence with the appointment and shall expire on December 31 of the third year of the member’s term. If a new committee member is appointed to fill the remainder of a recently vacated voting position, the new member will be eligible for reappointment at the end of the partial term they are completing. The Town Board may appoint one to two Board members to serve as liaison between each of the Citizen Advisory Committee and the Town Board (“Board Liaisons”). Board Liaisons shall be non-voting, ex-officio members of the corresponding committees.

K. Board Liaisons will be assigned to Citizen Advisory Committee for one (1) year and eligible for reappointment by the Town Board at a regular meeting in January of each year.

L. In keeping with the diversity, equity, and inclusion goals of the Town of Paonia, efforts will be made to ensure that information regarding standing Citizen Advisory Committee vacancies and the application process is readily available and that such committees are made up of Town residents that represent the diverse populations within the Town. All committees shall assist the Town in ensuring that Town programs related to the committee’s charge are equitable for all community members.

M. All Citizen Advisory Committees serve at the pleasure of the Town Board. Voting members may be removed by majority vote of the Town Board at any time for any reason or no reason at all.

N. Each Committee shall deliver to the Board, prior to January 31 of each year, an annual report of their activities and accomplishments in the preceding year and a work plan for the succeeding year for Board approval.

O. No Citizen Advisory Committee, or individual member thereof, shall direct, attempt to direct, or give orders to any Town officer or employee.

P. The Town Attorney serves the Town government organization and at the pleasure of the Town Board. Under no circumstances may members of Citizen Advisory Committees seek the advice of the Town Attorney, in their capacity as Committee members or otherwise.

Q. If a member of a Citizen Advisory Committee is found to have violated a material provision of this resolution, the respective Committee shall so notify the Town Board. By example, and not by way of limitation, it shall be a material violation of this resolution if a member acts outside of such member’s roles and responsibilities as set forth in this resolution.

Section 2. Standing Citizen Advisory Committees to the Town Board have been established for the following purposes:

A. The Tree Board.

1. The Tree Board has been established pursuant to Chapter 2, Article 7 of the Town Code and shall perform only those duties set forth in Section 2-7-30 of the Town Code in an advisory capacity to the Town Board. The Tree Board shall not investigate or attempt to enforce potential violations of the Town Code or ensuing regulations, guidelines, or master plan documents or perform any other official duties of the Town.

2. Pursuant to Section 2-7-30 of the Town Code, the Tree Board’s roles and responsibilities are as follows:

- (a) Advise the Board of Trustees about selecting, planting, and caring for trees in the Town of Paonia using, when applicable, the “most recent guidelines document” or master plan.
- (b) Support and promote healthy horticultural practices in the community through public education by celebrating Arbor Day every year, maintaining a website, and other community events.
- (c) Prepare the Tree City USA application and “information required” to maintain the Town’s status with the National Arbor Association. Submit the application to the Town Administrator for formal submission to the National Arbor Association.

- (d) The Tree Board, only when requested by formal action of the Town Board, shall consider, make findings, report, and recommend any particular matter of questions within the scope of its work and expertise.

B. The North Fork Airport Advisory Committee.

1. The Town and Delta County are parties to that certain *Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport*, dated September 21, 2009 (“MOU”), which MOU sets forth the parties respective rights, responsibilities, and authority, with respect to the ownership, operations, management, and governance of the North Fork Valley Airport.

2. The (Paonia) North Fork Valley Airport Advisory Committee shall not act in any way that interferes with or duplicates the rights, responsibilities, and authority of Delta County as set forth in the MOU.

3. The Committee’s sole role is to advise the Board on matters implicating rights reserved to the Town under the MOU when requested by formal action of the Town Board.

4. No member of the Committee shall contact any representative of the Airport directly concerning matters of the Committee, which shall be addressed only to the Town Board.

C. Advisory Water, Sewer, & Trash Committee.

- 1. The Committee shall perform only the following duties:
 - (a) Study and recommend to the Board of Trustees amendments to the provisions of the Town Code addressing the water and sewer systems and garbage, trash, and refuse, when requested by the Board.
 - (b) Study and recommend actions to the Board of Trustees based on written reports, infrastructure analysis, and engineering studies related to the sewer system and water system and supply when requested by the Board.
 - (c) Provide a public forum for recipients of municipal water to participate in discussions specific to the Town’s water system, including but not limited to maintenance, repairs, rates, and management, the purpose of which is to gain information that may be passed on to the Board through the Board Liaison, or in the form of a formal recommendation if the Committee is restructured to contain voting members.
 - (d) To consider, make findings, report, and recommend any particular matter or question coming within the scope of the Committee’s responsibilities to the Board Liaison.
 - (e) Perform all other duties conferred upon the Committee by formal action of the Town Board.

2. The Committee shall not investigate or attempt to enforce potential violations of the Town Code or ensuing regulations, guidelines, or master plan documents or perform any other official duties of the Town.

Section 3. Board Committees are established for the following purposes and shall adhere to the following rules:

A. Board Committees Generally.

1. Board members will be assigned to Board Committees for one (1) year. Board Committee membership will be reappointed by the Town Board at a regular meeting in January each year.

2. Each Board Committee shall consist of two (2) Board Members only and no citizens.

B. Finance Committee.

1. The Finance Committee’s purpose is to review Town invoices and payouts in detail and ensure that financial reports are prepared according to Board Direction. The Finance Committee works with the Town Financial Officer and serves as a liaison between the Town Financial Officer and the Town Board of Trustees. The Board of Trustees approves payments of the Town’s expenses. The Town Mayor may also fill in for one of the Finance Committee members if they cannot attend a Finance Committee work session.

2. The Finance Committee shall have the following responsibilities:

(a) Review all expense invoices with the Town Financial Officer.

(b) Review all payroll with the Town Financial Officer.

(c) Recommend approval of payments for Town expenses to the Board of Trustees.

(d) Serve as the primary signatories of Town distributions. Additional signatories for distributions are the Town Mayor, Town Clerk, and Deputy Town Clerk for emergency disbursements or when one of the trustees may not be available. Review end-of-the-month balance sheet reconciled accounts, bank statements, reconciliations, electronic transactions, journal entries, and un-posted entries.

(e) Review the annual audit with the Town auditor and be a liaison to the Board of Trustees concerning the audit.

C. Parks Committee. The Town Board shall develop and establish written roles and responsibilities for the Parks Committee consistent with the Town’s adopted organizational structure by amendment to this resolution at a future date.

D. Streets Committee. The Town Board shall develop and establish written roles and responsibilities for the Streets Committee consistent with the Town’s adopted organizational structure by amendment to this resolution at a future date.

E. Personnel Committee. The purpose of the personnel committee is to assist the Board of Trustees in selection of their direct reports, including the Town Attorney, Town Administrator, and Police Chief. It should be noted that the personnel committee is part of the legislative branch of Town government and does not have authority to manage the Town staff directly. That job is rightly performed by the Town Administrator.

F. Public Safety Committee. The Town Board shall develop and establish written roles and responsibilities for the Public Safety Committee consistent with the Town’s adopted organizational structure by amendment to this resolution at a future date.

Section 4. The Town Attorney is directed to return to the Town Board of Trustees promptly with any Town Code amendments necessary to ensure consistency between the Town Code and the policy established by this resolution.

Section 5. Any previous resolutions, policies, or documents, or any portions therefore, that conflict with the provisions of this resolution, are hereby repealed to the extent of such conflict.

PASSED, APPROVED, AND ADOPTED by the Board of Trustees of the Town of Paonia on this 28th day of February 2023.

Mary Bachran, Mayor

ATTEST:

Samira Vetter, Town Clerk

**RESOLUTION 12-2022
A RESOLUTION OF THE
TOWN OF PAONIA, COLORADO,
CREATION AND DESIGNATION OF
THE NORTH FORK VALLEY
AIRPORT ADVISORY COMMITTEE**

DESIGNATING THE NORTH FORK VALLEY AIRPORT ADVISORY COMMITTEE TO REPRESENT AND ADVISE THE TOWN OF PAONIA ON MATTERS RELATED TO THE NORTH FORK VALLEY AIRPORT (7V2, Colorado State airport identifier)

WHEREAS, The Delta County Colorado Board of County Commissioners (The County) disbanded the Delta County Colorado Airport Advisory Board and replaced it with a Delta Blake Field specific Advisory Board;

WHEREAS, The Town of Paonia (The Town) desires to have user input reference any operation and administration questions arising from of the North Fork Valley Airport;

WHEREAS, The 2009 operational Memorandum of Understanding (MOU) and supplement with Delta County, Colorado as to the management, maintenance, income and capital improvements at the North Fork Valley Airport remains in full effect;


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

1. Hereby establishes the North Fork Valley Airport Advisory Committee (The Committee)
2. Said Committee shall consist of three (3) persons with interest in in The North Fork Valley Airport and one (1) person representing the Town of Paonia, the Fixed Base operator (FBO) at the North Fork Valley Airport shall be an ex-officio member of the Committee
3. Application of interest to become a member of said Committee shall be made in writing to the Paonia Board of Trustees
4. Each of the 3 airport interested Committee members shall serve a term of four (4) years. At the initiation of the Committee, 2 members shall be appointed for 4 years and 1 shall be appointed for 2 years to stagger the terms. The Town appointed member shall be appointed, per any need, following election cycles
5. The Chair of the North Fork Valley Airport Advisory Committee shall be elected by its members
6. The North Fork Airport Advisory Committee has only the authority to advise the Town of Paonia reference pertaining to 7V2

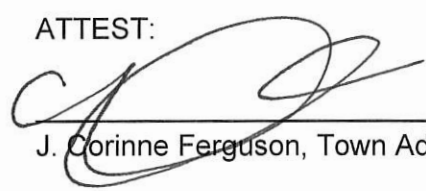
Duties of the North Fork Valley Airport Advisory Committee:

- A. The Committee shall be the liaison between The Town and The County on airport matters including information sharing and planning required at 7V2
- B. The Committee shall report any budgetary requirements at 7V2 to the Paonia Board of Trustees in a timely basis
- C. The Committee shall create a 5- and 10-year master plan for the airport and keep it on file at the Town of Paonia
- D. The Committee shall report to the Paonia Town Council in March and September of each year, and additionally as needs arise
- E. The Committee shall conduct tours of 7V2 with new Paonia Trustees and other interested parties as to the ownership, operation, maintenance, and capital improvements required at 7V2

ADOPTED this 8th day of September 2022, by the Town Board of Trustees of the Town of Paonia.

TOWN OF PAONIA, COLORADO


Mary Bachran, Mayor

ATTEST:


J. Corinne Ferguson, Town Administrator/Clerk



**MEMORANDUM OF UNDERSTANDING REGARDING THE OWNERSHIP,
MAINTENANCE, AND MANAGEMENT OF NORTH FORK VALLEY AIRPORT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into this 21st day of September, 2009, by and between the Town of Paonia and Delta County (hereinafter jointly referred to as "the parties").

The parties desire to clarify their ownership interests in the Airport property and specify the rights and responsibilities of the owners with respect to capital construction upon, and operation, maintenance and governance of, the Airport, including financial contributions, past, present and future.

RECITALS

A. The North Fork Valley Airport (NFVA or "the Airport") is located on property described in Exhibit A, attached hereto and by reference made a part hereof ("Airport property"). The Airport property consists of approximately 166 acres. In addition, the airport currently uses a parcel of land consisting of approximately 1.9 acres +/- owned exclusively by Delta County ("County property").

B. Paonia Ordinance #279, dated February 6, 1962, recorded March 7, 1962, authorized the Town of Paonia to convey a one-fourth (1/4) undivided interest of the Airport property to each the County of Delta (County), Town of Hotchkiss, and Town of Crawford. By deed recorded on March 7, 1962, the Town of Paonia conveyed to the County an undivided one-fourth (1/4) interest of the Airport property. No other deeds have been located. On April 28, 2009, the Paonia Town Council adopted Ordinance #2009-4 retracting its offer of one-fourth (1/4) ownership of the Airport property to the Town of Hotchkiss and one fourth (1/4) ownership of the Airport property to the Town of Crawford and confirmed that three-fourths (3/4) ownership of the Airport property by the Town of Paonia and one-fourth (1/4) ownership of the Airport property by the County.

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

C. Therefore, for purposes of this MOU, the parties agree that ownership of the Airport property is and shall continue to be vested as a ¾ undivided interest (75%) in the Town of Paonia, and a ¼ undivided interest (25%) in the County of Delta. The parties agree that as of the date of this MOU, the Airport property is currently assessed by the Delta County Assessor’s Office at \$896,258 and that this amount includes all jointly owned land and airport improvements, but does not include hangar 5 and the small parcel of County land.

List of Assets:

• Parcel # R007397, consisting of 28.0 acres	\$100,000
• Parcel # R021909, consisting of 81.8 acres	\$409,000
• Parcel #R021908, consisting of 53.6 acres	\$268,000
• Airport Office	\$ 2,209
• Residence	<u>\$117,099</u>
• TOTAL ASSET VALUE	\$896,258

D. At some point in time, Delta County assumed responsibility for the operation and maintenance of the NFVA, including entering into Lease and Management Agreements with Fixed Based Operators and ground lease agreements for the location and construction of privately owned hangars. In 1969, the Board of County Commissioners of Delta County adopted a Sales Tax Resolution which was approved at an election conducted for that purpose, which Resolution provided that an unallocated portion of “65% of the proceeds of said tax” shall be applied to, among other things, “operate and maintain the present Delta and North Fork airports.” The Resolution also provided that the same 65% of the tax proceeds would be used to operate and maintain the present county and municipal police and fire radio communication systems; to advertise and promote Delta County and its municipalities; to promote water resources in the area; to operate and maintain adequate dumps for the disposal of waste in the County; and to operate and maintain a county library. The Resolution provided no specific allocation of the 65% of the tax proceeds to these various purposes. However, in an attempt to quantify what amount of the sales tax proceeds have been allocated to the NFVA, Exhibit B, attached hereto and by reference made a part hereof, documents income and expenses relating to the Airport property from 1999 through 2008.

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

E. In 2006, the Board of County Commissioners of Delta County adopted Resolution Number 2006-R-007, which established an Airport Advisory Board consisting of nine members “for the purpose of advising the Board of County Commissioners of Delta County on issues concerning the development and operations of the County airports.”

DEFINITIONS

For purposes of this MOU, the parties hereto agree that the terms used herein shall be defined as follows.

Airport Operations: All activities necessary to operate NFVA as a general aviation airport in its current condition, including, but not limited to:

- Entering into lease agreements with Fixed Based Operators (FBOs) for the day-to-day management of the airport.
- Entering into individual ground lease agreements for hangars.
- Entering into contracts and/or private partnerships as necessary to ensure or enhance airport operations.

Airport Maintenance: Maintaining existing airport facilities and improvements in a safe and serviceable condition. Maintenance may include, but is not limited to:

- Ensuring that the surfaces of existing runways and taxiways are kept sealed and free of cracks and erosion;
- Ensuring that existing runways and taxiways are kept free of snow and debris;
- Ensuring that all lighting, signage, safety markers, windsock, and fences are maintained and kept in working order;
- Ensuring that the airport office/lounge is maintained and the restrooms are maintained in working order;
- Maintaining existing county and/or municipally-owned hangars in a serviceable condition;

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

- Ensuring that the Airport property is kept free of junk, debris, and weeds;
- Maintaining access roads on the Airport property.

Capital Improvements: The addition of fixed assets and structural improvements to the Airport property that enhance the Airport property's overall value, or a restoration, replacement or upgrade that extends the useful life of an improvement. Capital improvements include, but are not limited to:

- New construction of buildings, runways, taxiways, hangars, lighting, fencing, fuel farm, pump station, additions or improvements to fire suppression facilities, or other airport improvements, including the cost of architectural services, engineering services, surveying, site preparation, construction, plumbing, wiring, or otherwise furnishing and equipping such buildings and facilities for use.
- Restoration, replacement, or upgrade of existing buildings, runways, taxiways, hangars, or other airport improvements or facilities, that extends—not merely maintains—the life of the building, runway, taxiway, hangar or other airport improvement or facility.
- Costs of utility upgrades necessary to accommodate capital improvements.
- Land acquisition.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and in accordance with the prior commitments of the parties hereto, the parties agree as follows:

1. No party to this Agreement shall be obligated to pay to or receive from any other party any money based upon expenses incurred for or income received from the NFVA prior to the execution of this Agreement.

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

2. After the execution of this Agreement, all income received from the operation of the NFVA shall be tracked as a separate line item in the County's General Fund for the sole use and benefit of the NFVA.

3. The County shall continue to have the right, responsibility, and authority to manage, operate, maintain, and govern the NFVA. The Town of Paonia shall act in an advisory capacity, and an individual appointed by the Town Council shall sit on the Airport Advisory Board appointed by the Board of County Commissioners.

4. The parties agree that the County has exclusive ownership of hangar 5, and may sell or lease this hangar to another party without the consent of the Town of Paonia.

5. Except as set forth herein, neither party may sell, lease, convey or encumber the Airport property without the written consent of the other; and no part of the Airport property may be assigned or used as collateral for any purpose other than to secure improvements to the Airport property which are agreed upon in writing by both parties.

6. The parties may enter into a joint written agreement to lease or sell the Airport property, in part or as a whole, for fair market value, under such terms and conditions as the parties may agree, subject to any limitations of federal and state law. Should all or part of the Airport property be sold or leased, the "net income" from the Airport property (gross income less reasonable and necessary costs to sell or lease the property) shall be shared in proportion to the parties' respective ownership interests, as set forth in Recital C above.

7. Either party shall have the right, upon six (6) months written notice, to terminate this Agreement, at which time the parties may agree to one of the following options:

- a. The non-terminating party may continue the operation and maintenance of the NFVA, and the terminating party shall assign all of its rights, excluding property rights, and responsibilities to the non-terminating party. If the County is

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

the terminating party, the County agrees to continue to pay to the non-terminating party or its designee the sales tax referred to in Recital D above, in an amount equal to the most recent 5 year average of the annual contributions to the Airport Fund, with future annual increases based on the U.S. City Average Consumer Price Index for all Urban Consumers (CPI-U). Exhibit B, attached hereto and by reference made a part hereof, documents income and expenses relating to the Airport property from 1999 through 2008.

b. The parties may agree to either lease or sell the Airport property in accordance with paragraph 6 above.

c. If the parties are not able to reach an agreement, either or both parties may sell the portion of the Airport property they own, as set forth in Recital C above, with the other party, respectively, having the First Right of Refusal, for sixty (60) days following the receipt of written notice of the selling party's intention to accept a specific offer, to purchase the share of the selling party on the same terms and conditions as the offer to purchase that the selling party intends to accept. If the First Right of Refusal is not exercised and the selling party does not consummate the sale as intended, the First Right of Refusal shall continue to exist for both parties, respectively, with respect to future offers to purchase made to the selling party which they might intent to accept.

8. The parties may agree to modify this agreement at any time, in whole or in part. Any such modification shall be in writing, signed by both parties.

RIGHTS AND DUTIES OF THE PARTIES' RESPECTIVE OWNERSHIP INTERESTS

A. Insurance

The County shall maintain and pay for liability insurance in a combined aggregate amount of two million dollars (\$2,000,000.00). The parties hereto agree that liability insurance

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

is a necessary operational expense and is therefore the responsibility of the County as part of its duties to operate and maintain the airport. The Town of Paonia shall be added as an additional insured to the liability insurance policy carried by the County.

The parties shall maintain property insurance in a combined aggregate amount of \$900,000. Payment for the property insurance shall be shared by the parties in proportion to their ownership interests of the property, to wit: The Town of Paonia shall pay 75% and Delta County shall pay 25% of the property insurance premium for the Airport property.

Owners and lessors of all hangars on the airport shall be responsible for payment of their own liability and property insurance for their respective hangars.

B. Capital Improvements

Any capital improvements or construction on the Airport property shall require the written approval of both governing boards. The cost of any such capital improvements or construction so approved shall be shared by the parties in proportion to their respective ownership interests of the Airport property, to wit: The Town of Paonia shall pay 75% and Delta County shall pay 25% of such costs. The cost of capital improvements may include, but are not limited to, feasibility studies, site planning, engineering, architecture, design and construction of infrastructure, and design and construction of permanent improvements that extend the useful life of existing structures or amenities. Such costs shall be exclusive of grants and third party contributions. Should the parties agree to any capital improvements or construction, but one party is unable to fund its share of the cost on a timely basis, the parties may agree in writing that the other party may advance those funds, to be repaid pursuant to the agreement of the parties and/or upon the sale of the property pursuant to Paragraph 6, or in some other manner. The parties must also agree on the terms of payment, including interest.

Should any third party, such as a pilot or group of pilots, wish to propose, develop and finance a capital improvement project or participate in any capital improvement project, either by direct financial contribution or in-kind, both the County and Town of Paonia must approve such action of the third party. Any such third party in-kind or direct financial contribution will be subtracted from the total cost of the capital improvement project. The Town of Paonia shall pay

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

75% and Delta County shall pay 25% of the remaining cost of the capital project. Neither the County nor the Town of Paonia will have any obligation to repay any third party for such capital improvement, even though the capital improvement may increase the assessed value of the property.

C. Other Uses of the Airport Property

Any private partnership agreements, contracts, or leases for the use of the Airport property for purposes other than the operation and maintenance of the airport shall only be executed with the written agreement of both parties.

COUNTY OF DELTA
Board of County Commissioners

By: R. Olen Lund
R. Olen Lund, Chair

By: Lela J. McCracken
Lela J. McCracken, Vice-Chair

By: C. Bruce Hovde
C. Bruce Hovde, Member

TOWN OF PAONIA

By: Neal J. Schwieterman Neal J. Schwieterman, Mayor
Patricia Bliss Patricia Bliss, Mayor Pro-Tem

Attest: Barbara J. Peterson Barbara J. Peterson, Town Clerk



091649



DELTA COUNTY, COLORADO

BOARD OF COUNTY COMMISSIONERS

COUNTY COURTHOUSE • 501 PALMER STREET • SUITE 227 • DELTA • COLORADO • 81416-1796

PHONE: (970) 874-2100 FAX: (970) 874-2114

www.deltacounty.com

Dist. 1: Lela J. "Jan" McCracken - Dist. 2: C. Bruce Hovde - Dist. 3: R. Olen Lund

September 23, 2009

Neil J. Schwieterman, Mayor
Town of Paonia
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428

Re: MOU: North Fork Valley Airport

Dear Mr. Schwieterman:

I am enclosing the original Memorandum of Understanding regarding the Ownership, Maintenance and Management of North Fork Valley Airport which has been properly signed by the Board of Delta County Commissioners.

If you have any questions, please feel free to call Jeff Emmons at (970) 874-3379.

Thank you.

Sincerely,

Carolyn S. Clemens
Executive Assistant

Enclosure:

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, AMENDING CHAPTER 2 ARTICLE 7, SECTION 10 TO THE TOWN OF PAONIA MUNICIPAL CODE

RECITALS:

WHEREAS, the Town of Paonia (the “Town”), in the County of Delta and State of Colorado, is a municipal corporation duly organized and existing under the laws of the State of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-702 the Town has the power to regulate the planting of ornamental and shade trees and the use of the same on public property; and

WHEREAS, under Chapter 2, Article 7 the Town has established a Tree Board for the regulation and protection of trees on municipal property and within the Town rights-of-way; and

WHEREAS, the Board of Trustees determines that it is in the best interest of the community and the public health, safety and welfare of the citizens of the Town to amend the Town Code regarding the operation of the Town Tree Board.

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

Section 1. Legislative Findings.

The recitals to this Ordinance are adopted as findings of the Board of Trustees in support of the enactment of this Ordinance.

Section 2. Amendment of Town Code.

(A) Chapter 2, Article 7 shall be repealed and replaced with the following:

Sec. 2-7-10. – Purpose.

It is the purpose of the Town to promote and protect the public health, safety, and general welfare by providing for the regulation of planting, maintenance, and removal of trees on Town-owned property and within town rights-of-way. There is hereby created a Tree Board which shall be advisory in character and will represent the Paonia community in providing guidance and input to the Town Administrator, Town Board of Trustees, and Town staff on trees as defined under Article 5, Section 2-7-30.

Sec. 2-7-20. - Membership; terms.

The Tree Board shall consist of a minimum of two (2) and a maximum of six (6) volunteer community members, who need not reside within the limits of the Town and one (1) member of the Board of Trustees. Members shall serve without compensation. There will be a chair and secretary of the Tree Board, as chosen by majority vote of its members. All Tree Board members shall be appointed by the Board of Trustees. The terms of office for the Tree Board shall be two (2) years renewable by the Board of Trustees; and the member of the Board of Trustees consistent with his/her term of office.

Sec. 2-7-30. – Duties.

(a) It shall be the responsibility of the Tree Board to advise the Town Board and Town Administrator about the selection, planting, and care of trees in the town of Paonia referring when applicable to the most recent guidelines document or master plan.

(b) The Tree Board shall support and promote healthy horticultural practices for our climate through public education by celebrating Arbor Day every year, by maintaining a website, and through other community events.

(c) The Tree Board shall prepare, in a timely fashion, the Tree City USA application and information required to maintain the Town of Paonia's status as a Tree City USA community, as approved by the National Arbor Day Foundation,

(d) The Tree Board, when requested by the Town Administrator, shall consider, investigate, make findings, report, and recommend upon any special matter of question coming within the scope of its work and expertise.

Section 3. Severability.

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.

Section 4. Repeal of Prior Ordinances.

All other ordinances or parts of ordinances in conflict herewith are hereby repealed. **Section 5. Ordinance Effect.**

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided, however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any ordinance or ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 6. Effective Date.

This Ordinance shall take effect thirty days after publication.

INTRODUCED, READ AND ADOPTED by the Board of Trustees of the Town of Paonia, Colorado, on the 8th day of June 2021.

**TOWN OF PAONIA, COLORADO, A
MUNICIPAL CORPORATION**

By: 
MARY BACHRAN, Mayor

ATTEST:

Corinne Ferguson, Town Administrator/Clerk



ORDINANCE NO. 2020-09

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, CREATING AN ADVISORY WATER COMMITTEE OF THE TOWN

RECITALS:

WHEREAS, the Town of Paonia (the “Town”), is a statutory town and municipal corporation in Delta County, Colorado, governed by and through its Board of Trustees (the “Board”); and

WHEREAS, pursuant to C.R.S. § 31-35-501, the Town has the authority to create a nonpolitical, local legislative body designated as a board of commissioners to address executive, administrative and ministerial powers regarding water and sewer facilities; and

WHEREAS, in an effort to provide administrative assistance to both the Town’s Board of Trustees and the Town’s Department of Public Works, there shall be an amendment to the Municipal Code of the Town creating an Advisory Water Committee; and

WHEREAS, pursuant to Section 2-2-90 of the Town Municipal Code (the “Town Code”), the Board shall create and appoint members to such boards and commissions as may now or hereafter exist.

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

Section 1. Legislative Findings.

The foregoing Recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Board of Trustees.

Section 2. Addition to the Town Code:

Sec. 2-10-10 to Sec. 2-10-50 of the Town Code is added as follows:

Sec. 2-10-10. – Creation.

An Advisory Water Committee is hereby created.

Sec. 2-10-20. – Organization.

1. The Committee shall have no less than three (3) nor more than five (5) members; one (1) membership shall be filled by a current member of the Board of Trustees; one (1) membership shall be filled by a representative from the Town’s Public Works Department or Administrative staff, and not less than one (1) nor more than three (3) memberships shall be members of the public.

2. It is the preference of the Board of Trustees that, of those members of the public encompassing Committee membership, one (1) shall be an in-Town water user, one (1) an out-of-Town water user, and one (1) an authorized representative of a local water company.

3. Appointment to membership shall be by the Board of Trustees. The initial term of the Committee membership shall be staggered, with the Board of Trustees setting the number of Committee members and the length of their term. Upon expiration of the initial terms, any subsequent appointees shall serve a term of three (3) years, unless they no longer qualify to serve on the Committee or are removed from the Committee by vote of the Board of Trustees. Vacancies on the Committee shall be filled for the remaining term in the same manner as the initial appointment.

Sec 2-10-30. – Purpose of the Committee.

The Committee is created for the following purposes:

1. To study and recommend to the Board of Trustees amendments to the sections of Municipal Code that address the Town of Paonia water system, including but not limited to Sec. 13 Article 1 of the Town Code.

2. To study and recommend to the Board of Trustees actions based on any written reports, infrastructure analysis and any engineering studies commissioned by the Town of Paonia related to the Town’s water system and supply both in and out of Town.

3. To provide a regularly scheduled forum for any recipient of water from the Town’s water system to participate in discussions specific to the water system, including but not limited to maintenance, repairs, rates, and management.

4. To consider, investigate, make findings, report and recommend on any special matter or question coming within the scope of its work to the Town’s Public Works Department and/or to the Board of Trustees.

Sec 2-10-40 - Appointment of Officers

The Committee shall elect its Chair from among its membership and create and fill such other of its offices as it may determine. The term of such office for each officer, including that of the Chair, shall be for two (2) years. The Committee may hold at least one (1) regular meeting each month. It shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which record shall be public.

Sec 2-10-50 – Power and Duties

In addition to adhering to its purpose and enumerated under Sec. 2-10-30 of the Town Code, the Committee shall have all the powers to perform each and all of the duties conferred upon it by the Board of Trustees.

Section 4. Severability.

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.

Section 5. Repeal of Prior Ordinances.

All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Ordinance Effect.

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed; provided, however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any ordinance or ordinances hereto before repealed or superseded, and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 7. Effective Date.

This Ordinance shall take effect thirty (30) days after passage.

INTRODUCED, READ AND REFERRED for second read before the Board of Trustees for the Town of Paonia, Colorado, on the 25th day of August 2020.

HEARD AND FINALLY ADOPTED by the Town of Paonia Board of Trustees for the Town of Paonia, Colorado, on the 8th day of September 2020.

TOWN OF PAONIA

By: Mary Bachran
MARY BACHRAN, Mayor

ATTEST:

J. Corinne Ferguson
J. CORINNE FERGUSON, Town Clerk



Town of Paonia Board of Trustees Water, Sewer and Trash Committee Duties

The purpose of the water, sewer and trash committee is to assist the Mayor and Town staff with water, sewer and trash issues. It should be noted that this committee is part of the legislative branch of Town government and therefore does not have the authority to directly manage the Public Works Department. That job is rightly performed by the Mayor, the Town Manager and the Director of Public Works. The duties of the committee include:

- ⤴ Develop water, sewer and trash policies, drafting them through work sessions with the rest of the Town Board and finally shepherd them into an ordinance.
- ⤴ Budget for Town water, sewer and trash expenses considering needs and resources.
- ⤴ Inspect regular budget reports to make sure the water, sewer, trash expenses and revenues are on track.
- ⤴ Do long range planning on capital improvements to the water, sewer and trash systems.
- ⤴ Provide quality control for the water, sewer and trash systems, inspecting facilities as needed.
- ⤴ Be a board of review when a citizen has a complaint or suggestion about water policies, billing problems or infrastructure concerns. The Town Clerk can refer citizens to this committee for resolution. This may require that the committee take the issue before the Town Board for a vote.
- ⤴ Review contractors who provide public works support to the Town.
- ⤴ Review request for bids on water, sewer or trash projects.
- ⤴ Cooperate with water companies using Town water.
- ⤴ Cooperate with the Bone Mesa Domestic Water District regarding shared water resources.
- ⤴ Cooperate with the Forest Service regarding springs and facilities located on their land.
- ⤴ Protect and enhance the water resources of the Town.

- ⤴ Meet regularly with the Public Works Director about current water, sewer and trash issues.
- ⤴ Report a summary of recent water, sewer or trash activities at each regular Town meeting.



Mayor & Trustee Reports

[Mayor's Report February 14, 2023](#)

[Mayor's Report February 28, 2023](#)

[Parks Committee - February](#)

**Mayor's Report
2-14-23**

Grants

Possibility of writing a DOLA TIER II EIAF grant for \$1 million for spring repairs and using the SRF loan as the 50% matching funds, and a TIER I EIAF grant for up to \$200,000 for the hydrogeological study using CWCB grant as 50% matching funds.

LED Information Sign for Town Hall

I would like to propose that the Town put up a LED, programmable sign on the front of Town Hall that we could use to update the Town on progress the Town is making on various projects including street repairs, water repairs, or community events and other subjects of interest to the Town.

Meetings

Two Rivers Conservation and Recreation Regional Roundtable 2-8-23

- Colorado Regional outdoor Partnerships
- Identify and better understand important issues related to balance between recreation and conservation need in our region
- Working create a broad state level vision and plan
- Support local communities in the implementation of the state plan
- Gather in the input of stakeholders representing various critical perspectives
 - Challenge:
 - Disparities and access and opportunities to outdoors
 - Infrastructure being strained and impacts to habitats and private lands
- Discussion of various topics surrounding issues
- Further information and plans to come

Mayor's Report 2-28-23

Congressionally Directed Spending (Hickenlooper and Bennett) 2-24-23

- Due March 10, 2023
- Funding in fall of 2024 at earliest
- Most projects funded under \$2million
- Best chance of being funded
 - Shovel ready at any date
 - Clear and reasonable budget with other funding laid out
 - Self-sustaining
 - Needing only one round of funding
 - Beneficial to wider community
- Need 1-2 letters of support for the project

CO Local Government Meeting 2-15-23

- Southwest Border Migrant Humanitarian Response Update
 - Early December increase in number of migrants coming to CO
 - Over 1,000 people in emergency care in Denver, peak at 1,900
 - Looking for new surge in May after repeal of Title 42
 - Coordination with other agencies and non-profits to settle people who want to stay in CO
- DOLA
 - Prop 123
 - \$290 million revenue stream in 2024 for affordable housing
 - Homelessness response
 - Homeownership
 - Planning
- Energy Funding Opportunities – Colorado Energy Office
 - Funding for residential energy audits and retrofits – direct grants
 - Grants to help families to help install heat pumps, solar, efficient appliances and buy electrical vehicles
 - Up to \$5000 per dwelling unit that meet Zero Energy requirements
 - Special credits for affordable housing
 - Grant programs to support construction installation of electric vehicle charging infrastructure

Loans

- **CDPHE State Revolving Fund Loan Pre-Qualifying Application Submitted for \$23,000,000 on 2-23-23**

Parks Committee
2/23/23

Present: Marion Hillary (Citizen), Ben Graves (The Nature Connection), Christina Patterson(Citizen), Karen Tarnow (WSCC), Jake Hartter(WSCC, Rick Stelter (Trustee Town of Paonia), and Dave Knutson (Trustee Town of Paonia,)

GOCO Town Park Grant: Dave read the rejection from GOCO for the Town Park Grant. Key points for the rejections were improved demographics, demonstrated community support, urgency, and balancing needs of the Town regarding water issues. Discussions to bring about a skate park have taken place over the last 12 years and have detoured several times through a series of Town Administrators. The consensus was to quit relying on grants and “git ‘er done.”

Rick, Dave, Lenore, and Max will meet with Leslie Klusmire next week to discuss next steps for both the skatepark and the dog park. One proposal was for the skate park to be located in Apple Valley. Ben Graves noted that this is not as convenient considering transportation corridors for foot traffic (no sidewalks, access paths). One suggestion considered going out to bid for improving the current skate park on the old tennis court site as well as asking for bids for a build on a new site.

Another discussion item considered the removal of the chain link fencing at Town Park as suggested in Paonia in Motion, and using the materials to help with construction of the Dog Park.

River Park: Rick and Dave met with Wendell Kootz, Chair and our district County Commissioner. Discussions included a request from the Commissioner to please get the Dog Park established as Volunteer Park has seen issues with dog owners releasing dogs on their Matthews Lane Park and ball fields. Secondly, the condition of the parking lot, boat ramp, and road at the River Park was discussed. Our Commissioner noted that the County may provide grading and compaction if WSCC and the Town could provide materials to improve the site.

Those present at the Parks Committee Meeting then did a review of the access agreement and it’s amendment covering WSCC and the River Park. WSCC staff noted challenges in fundraising and volunteer capacity with respect to River Park maintenance. Ben Graves suggested that a River Park Management Plan be further developed between WSCC, The Nature Connection, the Town, and County. A draft of the agree meant will be developed by Ben and vetted by each of the involved parties. Suggestions for the plan covered clarity on decision-making, responsibilities, and timeline for maintenance.

A follow-up meeting is planned with Town Staff to discuss River Park issues, skate park, and dog park.