



**TOWN OF PAONIA**  
**TUESDAY, SEPTEMBER 10, 2019**  
**WORK SESSION 5:00 PM**  
**REGULAR TOWN BOARD MEETING AGENDA**  
**6:30 PM**

**Roll Call**

**Approval of Agenda**

**Announcements**

**Recognition of Visitors & Guests**

1. Visitors & Guests

**Consent Agenda**

2. Regular Minutes: August 13, 2019

**Mayor's Report**

3. Mayor's Report

**Staff Reports**

4. Clerk's Report
5. Public Works
6. Police Report
7. Treasurer's Report

**Disbursements**

8. Disbursements

**Unfinished Business**

9. Termination of Professional Employment Agreement between Mr. Knight and the Town of Paonia
10. Public Hearing: Stahl Addition
11. Resolution 2019-13 – Stahl Addition Finding of Fact
12. Ordinance 2019-TBD – Stahl Addition Approval of Annexation
13. Ordinance 2019-TBD – Stahl Addition Zoning
14. Ordinance 2019-05 Business Registration

**New Business**

15. Poulos Park Pride – Phase One and Status Update
16. Blue Sage Center – Approval of Building Front Rehabilitation Project
17. Blue Sage Center of the Arts – Request for Partnership for 2020 StoryFest
18. Citizen's For a Healthy Community – North Fork Mancos Master Development Plan Review and Consideration to Submit an Objection
19. Water System Infrastructure Analysis
20. CIRSA – 2020 Property/Casualty Preliminary Renewal
21. CIRSA – 2020 Workers' Compensation Preliminary Renewal
22. Interim Town Administrator Contract

**Committee Reports**

23. Finance & Personnel
24. Public Works-Utilities-Facilities

[25.](#) Governmental Affairs & Public Safety

[26.](#) Space 2 Create

[27.](#) Tree Board

**Adjournment**

[28.](#) Adjournment

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

## **II. CONSENT AGENDA**

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

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

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

## **III. EXECUTIVE SESSION**

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

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

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

## **IV. SUBJECT TO AMENDMENT**

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

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

AGENDA SUMMARY FORM

	Roll Call
Summary:	
Notes:	
Possible Motions:	
Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____	
Vote:	Trustee Bachran:
Trustee Budinger:	Trustee Hart:
	Trustee Knutson:
	Trustee Bear:
	Trustee Bookout:
	Mayor Stewart:

AGENDA SUMMARY FORM

	Agenda Approval		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

AGENDA SUMMARY FORM

	Announcements		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Visitors & Guests		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Regular Minutes: August 13, 2019		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

**Minutes**  
**Regular Town Board Meeting**  
**Town of Paonia, Colorado**  
**August 13, 2019**

**RECORD OF PROCEEDINGS**

**Roll Call**

- 1. Roll Call
  - PRESENT
  - Mayor Charles Stewart
  - Mayor Pro-Tem Chelsea Bookout
  - Trustee Mary Bachran
  - Trustee William Bear
  - Trustee Karen Budinger

ABSENT  
Trustee Samira Hart  
Trustee Dave Knutson

- 2. Work Session - 2018 Audit Detail Discussion
  - Services provided:
  - Compiling Financial Statements
  - Provide opinion
  - Review policies and procedures
  - Review Grant agreements and correspondence
  - Motion to adjourn work session.
  - Trustee Bear seconded by Trustee Bachran. Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

- 1. Roll Call
  - PRESENT
  - Mayor Charles Stewart
  - Mayor Pro-Tem Chelsea Bookout
  - Trustee Mary Bachran
  - Trustee William Bear
  - Trustee Karen Budinger

ABSENT  
Trustee Samira Hart  
Trustee Dave Knutson

**Approval of Agenda**

- 2. Agenda Approval
  - Mayor Stewart informed the Board that Mr. Stahl requests the items related to his annexation be tabled.

Motion made by Mayor Pro-Tem Bookout, Seconded by Trustee Budinger.  
Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

**Announcements**

- 3. Announcements
  - None

**Recognition of Visitors & Guests**

- 1. 2018 Audit Presentation
  - Lisa Hemann - Chadwick Steinkirchner and Davis - presented during work session prior to meeting. Ms. Hemann provided a brief overview of the audit for the Board and public.
  - Motion made to accept the audit as presented, with grammatical corrections and to direct the Town auditor to file with the state auditor's office.

Motion made by Trustee Budinger, Seconded by Trustee Bachran.  
Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

Discussion ensued regarding posting of the report to management.

Motion made to post audit and auditors report to website upon completion of corrections.  
Motion made by Trustee Bachran seconded by Mayor Pro-Tem Bookout. Voting Yea:  
Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

- 2. Alyssa Logan - Senator Bennet Draft Rural Infrastructure Proposal  
Alyssa Logan - Regional Representative from Senator Bennet’s office was present. Ms. Logan provided an introduction to the Board and public, including her roots in Paonia.

Ms. Logan will have in office hours August 22nd at the Paonia Public Library from 10:30am to 2:00pm.

Ms. Logan provided information regarding Senator Bennet’s draft infrastructure bill supporting rural communities.

- 3. Visitors & Guests  
Ashley Sargent - requested to be on the first agenda in September to discuss 5g installation concerns. Mayor Stewart advised Ms. Sargent to contact the Clerk to request to be on the agenda.  
Constantine Hirschfeld - Rio Grande – requested speed sign be placed between 3rd and 4th street on Rio Grande.  
Bart Eller - Purchase 38784 Marsh Rd - Planning to move Paonia Soil to the location. Currently there is an agricultural access - wants to use the access easement as the primary use for the business. Mayor Stewart suggested he request to be on the agenda and update the easement agreement definition to include Paonia Soil use.

**Consent Agenda**

- 4. Minutes: July 9, 2019  
Minutes: July 15, 2019 – Special Meeting  
Minutes: July 23, 2019  
Minutes: July 30, 2019 – Special Meeting  
Minutes: August 1, 2019 – Special Meeting  
The Cirque Cyclery dba Remedy – Liquor License Renewal and Modification of Premise

Mayor Pro-Tem Bookout recused herself from the liquor license renewal.  
Trustee Bachran - recused herself from the August 1, 2019 minutes.

Motion to approve consent agenda minutes.  
Motion made by Trustee Bear seconded by Mayor Pro-Tem Bookout. Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

Motion to approve The Cirque Cyclery dba Remedy Liquor License Renewal and Modification of premise.  
Motion made by Trustee Bachran seconded by Trustee Budinger. Voting Yea: Trustee Bachran, Trustee Bear, Trustee Budinger

**Mayor’s Report**

- 5. Mayor’s Report  
Nothing to report.

**Staff Reports**

- 6. Clerk’s Report
  - Census 2020 address canvassing is beginning this week.
  - Remote Area Medical inaugural event a huge success and scheduled for a return next year.
  - Enlighten Energy Solar Production information included in the packet.

- Water system Analysis RFP circulating.
- Meeting with DOLA representative this week.
- Teen Center Roof will be on the next agenda.
- Received USDA notice of compliance from the compliancy audit.
- Ballot box delivered, installation to come.
- Poulos Park Pride project planning group meeting weekly to work on phase plan.
- Letters of support require signature in absence of Town Administrator.
- Delta County requests follow-up regarding Opportunity Zone buy-in from the Town.

Motion made to include Opportunity Zone Funding on the next agenda.

Motion made by Trustee Budinger seconded by Mayor Pro-Tem Bookout. Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

7. Public Works

- Working on tree trimming rfp - publishing next week.
- Working on rough draft of mapping rfp - plan to complete by next meeting
- Received bid documents and plans for Stahl Road and Price Road sewer line.
- Revised bid documents for Clark alley sewer and storm sewer out this week.
- 1MG plant spilling 144,000 gallons a day.
- 2MG plant spilling 40,000 gallons a day.
- Spring-line repairs underway.

8. Trash Truck Acquisition

Public Works Director Loberg provided information regarding the request to purchase a new truck. The Truck is 20 years old and requires multiple expensive repairs yearly. Multiple bids were not included in the packet due to the inability to find trucks that had the specifications looking for. Cost estimate is \$249,000, coming from reserve and \$10,000 out of capital improvement fund.

Discussion ensued regarding different types of cans, dumpsters, and trucks. Motion made to direct Public Works Director to solicit more bids and on put next agenda. Motion made by Trustee Bear seconded by Trustee Bachran. initial vote ended in Tie. Mayor Stewart voted aye. Motion carried.

9. Police Report

- Blotter included in packet.
- Large and small investigations taking a lot of patrol time.
- Completed active shooter training at Hotchkiss K-8.
- Next Wednesday is the first day of school - fine double in school zones. - be aware.
- Officer Patterson will resume her SRO duties in the schools.

10. Treasurer's Report

- Reviewed payroll and disbursements.
- Reviewed and finalized audit report.

**Disbursements**

11. Disbursements

Motion to approve disbursements as presented and discussed.  
Motion made by Mayor Pro-Tem Bookout, Seconded by Trustee Budinger.  
Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

12. Basics of Budget Process

Finance Officer Cindy Jones provided a slideshow presentation regarding the budget process, including definitions of funds and how the monies are allocated.  
First budget work session scheduled for the next regular meeting at 5pm.

**Unfinished Business**

13. Public Hearing: Stahl Addition

The petitioner has requested to continue the public hearing.  
Motion to continue Public Hearing and related items for the first meeting in September.  
Motion made by Trustee Bear seconded by Trustee Bachran.

Motion to amend to continue until requested by petitioner or first meeting in September.  
Motion made by Trustee Budinger seconded by Trustee Bear. Voting Yea: Trustee Bachran, Trustee Bear, Trustee Budinger Voting Nay: Mayor Pro-Tem Bookout

Main amended motion. Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

14. Atlasta Solar Center

Matt Fowler was present on behalf of Atlasta Solar – Solar charging electrical meter is in place, trench is open, rough-in inspection conducted. DMEA has upgraded the transformer on the pole near the location. Town Attorney Nerlin suggested the Town utilize the 90 day notice as to not include a multi-year fiscal responsibility in the contract.

Motion to approve lease agreement with a 90-day written notice to terminate and lease in the amount of \$1 per month.

Motion made by Trustee Bachran, Seconded by Mayor Pro-Tem Bookout.  
Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

Motion to authorize Mayor Stewart to sign the contract on behalf of the Town.  
Motion made by Mayor Pro-Tem Bookout seconded by Trustee Bachran. Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

15. Western Slope Conservation Center – Letter of Support – Community Conservation Proposal

Ben Katz - Public Lands Program Director - provided background regarding the Grand Mesa Uncompaghre and Gunnison National Forest draft proposals upcoming, including the Community Conservation Proposal, like the North Fork Alternative Plan, which is a collection of landscape designations throughout the land and wilderness areas.

The goal is to have the Board sign a letter of support for the specific areas that are of an impact to the Town.

Board Questions:

- When public comment is open again.
- Use of off-road/road-less areas.
- Time utilized by the Board to continue to address issues outside the Town limits.
- Change in access for hunters and other users.
- Value in retaining wild areas.
- Appropriateness of providing comments and feedback as representatives of the community.

Public Comment:

Constantine Hirschfeld - the more land designated wilderness, the less access for ohv and bicycle users.

Motion made to set item for second meeting in September to begin drafting letter based on information provided.

Motion made by Mayor Pro-Tem Bookout seconded by Trustee Bachran.  
Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Budinger  
Voting Nay: Trustee Bear

16. Ordinance 2019-05 Business Registration

The draft ordinance requires businesses within the Town to register their business with the Town. Mayor Stewart read for the Board and public the opening caption for the record.

Questions raised were:

- How do we define business?
- What are fees and how much will it cost?

Deborah Spiegel - Orchard Avenue - requested additional information regarding the definition of a business.

Thomas Markle - Second Street - Feels the language is very broad.

Debbie Kimball – Questioned if a business is registered out of Town with and in-Town office will be responsible to register as well.

Michelle Pattison - Understands the goals and needs. Believes ordinance is confusing. Mayor Pro-Tem Bookout recommended a checklist for business owners use.

Motion made to continue to next meeting with a better-defined business use.

Motion made by Trustee Bachran seconded by Trustee Bear. Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

17. Ordinance 2019-06 Amending Home Occupation Process

Second read before the Board and public. Mayor Stewart read the draft ordinance caption for the record.

Motion to adopt Ordinance 2019-06 as corrected.

Motion made by Mayor Pro-Tem Bookout seconded by Trustee Bear. Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

**New Business**

18. Ordinance 2019-TBD – Formula Businesses

Referred to Planning Commission July 31st, sent to Board August 1st for first reading. Second reading opened for the Board. Mayor Stewart read the draft ordinance caption for the record.

Motion made by Trustee Bachran, Seconded by Mayor Pro-Tem Bookout.

Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

19. Ordinance 2019-TBD - Creation of the Highway 133 Corridor Overlay District & Highway 133 Corridor Development Submittal Requirements & Design Standards

Referred to Planning Commission July 31st, sent to Board August 1st for first reading. Second reading opened for the Board. Mayor Stewart read the draft ordinance caption for the record.

Motion to adopt Ordinance 2019-tbd as corrected.

Motion made by Mayor Pro-Tem Bookout, Seconded by Trustee Budinger.

Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

20. Resolution 2019-13 – Stahl Addition Finding of Fact

Continued to September 10th Regular Meeting.

21. Ordinance 2019-10 – Stahl Addition Approval of Annexation

Continued to September 10th Regular Meeting.

22. Ordinance 2019-TBD – Stahl Addition Zoning

Continued to September 10th Regular Meeting.

23. VISTA Intern Supervisor Designation

Mayor Stewart - provided an overview of the supervisor position.

Motion made by Mayor Pro-Tem Bookout, Seconded by Trustee Bachran.

Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

24. North Fork Valley Creative Coalition – Memorandum of Understanding

Evan Bolt - Vista Intern and Susie Lowe - President of North Fork Valley Creative Coalition presented information regarding the signage plan for an entryway sign.

Intern Bolt provided an overview of the requirement from CDOT for the Town to assume responsibility of the sign. Options for the location of the sign were discussed.

Ms. Lowe suggested the Town and Creative Coalition write a maintenance responsibilities memorandum of understanding regarding shared responsibility for maintenance.

Motion to approve memorandum of understanding as presented and authorize Mayor Stewart to sign on behalf of the Town.

Motion made by Trustee Bachran, Seconded by Mayor Pro-Tem Bookout.

Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

25. Colorado Oil & Gas Conservation Commission- Town Designee

The Local Governmental Designee serves as a conduit for information and is not part of decision-making. Discussion ensued regarding designee time commitment and authority. Motion to appoint Trustee Bachran with Trustee Knutson as alternate, any decision would need Board approval.

Motion made by Mayor Pro-Tem Bookout, Seconded by Trustee Budinger.

Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

26. Discussion Regarding Hiring of Interim/Permanent Town Administrator

Trustee Bachran recommended that Town be in conversation with Sam Mamet, former CML president for direction. It is a Town benefit to contact him and get his input and help in this process.

Linda McCone - second street - seems situation could have been avoided with more in depth vetting of previous administrator and hopes it will be used in the future.

Direction given for the finance and personnel committee to make a recommendation to Board at next meeting.

**Committee Reports**

27. Finance & Personnel

Nothing to report.

28. Public Works-Utilities-Facilities

Discussions regarding:

Bulk fill station.

2mg tank lining next year.

Spring repairs ongoing.

Tracking the water needs to be addressed.

Meter at elementary school installed outside of the school.

Second Street and Grand Avenue storm water plan ongoing.

29. Governmental Affairs & Public Safety

Committee members not in attendance.

30. Space 2 Create

Meeting sporadically.

31. Tree Board

Creating a website that will link to Town website to put up information to people regarding appropriate trees in certain area, will include a sick tree day - where an expert can give advice. Plan to inventory all Town trees.

**Adjournment**

Motion to adjourn.

Motion made by Trustee Budinger, Seconded by Trustee Bachran.

Voting Yea: Mayor Pro-Tem Bookout, Trustee Bachran, Trustee Bear, Trustee Budinger

Adjourned at: 9:25pm

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J. Corinne Ferguson, Town Clerk

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Charles Stewart, Mayor

	Mayor's Report		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Clerk's Report		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Public Works		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Police Report		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

# Paonia Police Department

## Law Incident Table, by Date and Time

**Date Occurred:** 08/15/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:38:31	SUSPICIOUS	GRAND AVE; Paonia, CO	PPD	PPD	
09:46:49	Wanted Person	GRAND AVE; Paonia, CO	PPD	PPD	CAA
13:19:54	Certified Vin	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
16:57:06	Certified Vin	HADLEY ST, Paonia, CO	PPD	DIST3	
19:57:30	Parking Problem	400 BLOCK OF DELTA AVE., Paonia, CO	PPD	PPD	WW
21:00:02	Traffic Stop	700 BLOCK OF 4TH St., Paonia, CO	PPD	PPD	VW
21:47:25	Traffic Stop	70 BLOCK OF SAMUEL WADE RD., Paonia, CO	PPD	PPD	VW
22:01:41	Traffic Stop	70 BLOCK OF SAMUEL WADE RD., Paonia, CO	PPD	DIST3	VW
22:07:52	Traffic Stop	200 BLOCK OF NIAGARA AVE., Paonia, CO	PPD	DIST3	VW

**Total Incidents for this Date:** 9

**Date Occurred:** 08/16/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:26:12	Utility Problem	3RD ST, Paonia, CO	PPD	PPD	
17:06:57	TrafficAccident	GRAND AVE, Paonia, CO	PPD	PPD	CIT
22:06:25	Traffic Stop	300 BLOCK OF 2ND St., Paonia, CO	PPD	PPD	VW

**Total Incidents for this Date:** 3

**Date Occurred:** 08/17/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
20:13:36	Medical/transfe	PAN AMERICAN AVE; , Paonia, CO	PPD	PPD	
22:51:57	SUICIDE/ATTEMPT	OAK AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date:** 2

**Date Occurred:** 08/18/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:12:19	Medical/transfe	MEADOWBROOK BLVD; Paonia, CO	PPD	PPD	
19:16:17	MARIJUANA	NORTH FORK AVE, Paonia, CO	PPD	PPD	WW
19:26:36	MARIJUANA	NORTH FORK AVE, Paonia, CO	PPD	PPD	WW

**Total Incidents for this Date:** 3

**Date Occurred:** 08/19/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:23:40	Code Enforce	4TH ST, Paonia, CO	PPD	PPD	WW

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:57:40	Code Enforce	ONARGA AVE, Paonia, CO	PPD	PPD	WW
18:27:01	Code Enforce	POPLAR AVE, Paonia, CO	PPD	PPD	WW
20:16:54	Code Enforce	POPLAR AVE, Paonia, CO	PPD	PPD	WW
23:32:47	Code Enforce	3RD ST, Paonia, CO	PPD	PPD	WW

**Total Incidents for this Date: 5**

**Date Occurred:** 08/20/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:48:58	Medical/transfe	GRAND AVE, Paonia, CO	PPD	PPD	
19:21:49	MARIJUANA	NORTH FORK AVE, Paonia, CO	PPD	PPD	WW

**Total Incidents for this Date: 2**

**Date Occurred:** 08/21/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
06:45:04	TRESPASS	POPLAR AVE, Paonia, CO	PPD	PPD	
12:14:52	Medical/transfe	DELTA AVE, Paonia, CO	PPD	PPD	
13:31:34	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
14:34:25	VIN INSPECTION	STEVENS GULCH RD, Paonia, CO	PPD	DIST3	
15:54:56	Traffic Stop	BOX ELDER AVE @ 4TH St., Paonia, CO	PPD	PPD	CIT
18:51:49	ALARM	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	
21:43:02	SUSPICIOUS	3RD St. @ GRAND AVE., Paonia, CO	PPD	PPD	
22:10:59	SUSPICIOUS	4TH ST; PAONIA TOWN PARK, Paonia, CO	PPD	PPD	VW

**Total Incidents for this Date: 8**

**Date Occurred:** 08/22/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:55:32	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
15:53:16	SUSPICIOUS	ONARGA AVE, Paonia, CO	PPD	PPD	
16:27:24	SUSPICIOUS	GRAND AVE; Paonia, CO	PPD	PPD	
22:06:12	Traffic Stop	200 BLOCK OF GRAND AVE., Paonia, CO	PPD	PPD	CIT

**Total Incidents for this Date: 4**

**Date Occurred:** 08/23/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
05:43:02	Disturbance	2ND ST, Paonia, CO	PPD	PPD	VW
15:55:18	Traffic Stop	600 5TH ST, Paonia, CO	PPD	PPD	CIT
16:38:59	Traffic Stop	400 BLOCK OF GRAND AVE., Paonia, CO	PPD	PPD	VW
17:45:28	Parking Problem	300 BLOCK OF ORCHARD AVE., Paonia, CO	PPD	PPD	WW
17:54:21	Parking Problem	300 BLOCK OF 3RD St., Paonia, CO	PPD	PPD	WW
20:40:51	Traffic Stop	70 BLOCK OF SAMUEL WADE RD., Paonia,	PPD	DIST3	VW
21:40:05	AGENCY ASSIST	LAMBORN MESA RD; Paonia, CO	PPD	DIST3	



<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:48:04	RUNAWAY	OAK AVE, Paonia, CO	PPD	PPD	FOUND
10:49:04	AGENCY ASSIST	OAK AVE, Paonia, CO	PPD	PPD	
14:09:18	CIVIL PROBLEM	OAK AVE, Paonia, CO	PPD	PPD	
17:58:13	AGENCY ASSIST	2ND ST; Paonia, CO	PPD	PPD	
18:14:52	Traffic Stop	100 BLOCK OF ONARGA AVE., Delta,	PPD	DIST1	WW
20:52:19	Information	GRAND AVE, Paonia, CO	PPD	PPD	
22:09:20	Traffic Stop	70 BLOCK OF SAMUEL WADE RD., Paonia, CO	PPD	PPD	VW

**Total Incidents for this Date: 7**

**Date Occurred:** 08/30/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:21:05	CITIZEN ASSIST	OAK AVE, Paonia, CO	PPD	PPD	
19:37:24	Information	2ND ST, Paonia, CO	PPD	PPD	
20:31:41	CITIZEN ASSIST	2ND ST, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 3**

**Date Occurred:** 08/31/19

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:34:17	AGENCY ASSIST	MILE POST 8 HIGHWAY 133, Paonia, CO	PPD	DIST3	
14:51:16	AGENCY ASSIST	HIGHWAY 133 & BETHLEHEM RD, Paonia, CO	PPD	DIST3	
15:53:11	RESTR/PROT ORDR	OAK AVE, Paonia, CO	PPD	PPD	CAA
20:17:30	Traffic Stop	900 BLOCK OF 2ND St., Paonia, CO	PPD	PPD	VW

**Total Incidents for this Date: 4**

Total reported: 77

VW= 12  
 WW= 19  
 CIT= 6  
 CAA= 2  
 FOUND= 1

**Report Includes:**

All dates between `00:00:01 08/15/19` and `00:00:01 09/01/19`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

	Treasurer's Report		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Disbursements		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Termination of Mr. Knight Contract		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

**PROFESSIONAL EMPLOYMENT AGREEMENT**

**Introduction**

This Employment Agreement (this "Agreement"), dated this 22<sup>nd</sup> day of May, 2019, is by and between the Town of Paonia ("Town"), a Colorado statutory municipality, located in the County of Delta, State of Colorado, and Kenneth D. Knight ("Administrator"), located at [REDACTED] an individual who has the education, training and/or experience in local government management and who is a member of ICMA and is subject to the ICMA Code of Ethics, both of whom agree as follows:

**Section 1: Term**

- A. The term of this Agreement shall commence on May 14, 2019, and expire on August 31, 2020, subject to early termination as provided below.
- B. Notwithstanding anything to the contrary within this Agreement, the Administrator shall be deemed to be an employee at will, and nothing in this Agreement shall prevent or otherwise interfere with the right of the Town Board of Trustees to terminate the services of the Administrator at any time, subject only to the applicable provisions of this Agreement. Likewise, nothing in this Agreement shall prevent or otherwise interfere with the right of the Administrator to resign at any time as the Town Administrator.

**Section 2: Duties and Authority**

- A. The Town agrees to employ Kenneth D. Knight as Town Administrator to perform the functions and duties in accordance with the Paonia Municipal Code and the Job Description, attached to this Agreement as **Exhibit A** and to perform other legally permissible and proper duties and functions as prescribed by Colorado State Statute as well as the Board of Trustees from time to time.

**Section 3: Compensation**

- A. Base Salary: The Town agrees to pay Administrator an annual base salary of Eighty Thousand Dollars (\$80,000.00) ("Base Salary"), which shall be paid periodically on the same regular paydays applicable to all other Town employees.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required pursuant to the Town's compensation policies and/or this Agreement.

**Section 4: Employees Benefits**

During the term of this Agreement, and thereafter when specifically provided herein, the Administrator, in addition to the Base Salary provided for in Section 3, shall have and be entitled to receive from the Town the following employee benefits:

- A. Personal Time Off (PTO) to the extent such is provided for under the Town's employee benefit package;
- B. Disability coverage to the extent such is provided for under the Town's employee benefit package;
- C. Health, dental and vision benefits to the extent such is provided under the Town's employee benefit package;
- D. Life, accidental death and dismemberment insurance to the extent such is provided under the Town's employee benefit package;
- E. Retirement benefits on the same basis as all other non-police, full-time employees of the Town; and
- F. For the purposes of attending to Town Business during the winter months, the Town shall provide the Administrator with access to a four-wheel-drive vehicle that the Administrator may use for attending to Town Business outside the limits of the Town.

#### **Section 5: General Business Expenses**

- A. The Town agrees to reasonably budget for and to pay for professional dues and subscriptions of the Administrator for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Administrator's continued professional participation, growth and advancement and for the good of the Town, which shall include, at a minimum, the annual dues for the International City/County Administrators Association and the Colorado City/County Administrators Association.
- B. The Town agrees to reasonably budget for and to pay for travel and subsistence expenses of the Administrator for professional and official travel, meetings and occasions to adequately continue the professional development of the Administrator and to pursue necessary official functions for the Town, including but not limited to the Colorado Municipal League Annual Conference and such other state and local governmental groups and committees in which the Administrator serves as a member. Any such travel by the Administrator shall be in accordance with the Town's travel policy, as the same may be amended from time to time.
- C. The Town agrees to provide a cellular phone for the Administrator.
- D. The Town further agrees to reimburse the Administrator for automobile expenses incurred for the use of his own personal vehicle for work-related travel at the rate which is set from time to time by the Internal Revenue Service. The Administrator shall use a Town-owned vehicle for work-related, out-of-town travel whenever feasible.

#### **Section 6: Termination**

For the purpose of this Agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Administrator at a duly authorized public meeting and provides a minimum of thirty (30) days' written notice to the Administrator;
- B. If the Town reduces the Base Salary, compensation or any other financial benefit of the Administrator, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination;
- C. If the Administrator resigns following an offer to accept resignation by the Town, then the Administrator may declare a termination as of the date of the acceptance of the resignation;
- D. Breach of contract declared by either party with a 30-day cure period for either the Administrator or the Town. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17, or
- E. Cause as determined by the Board of Trustees. Cause under this Agreement shall include, but not be limited to, the following:
  - i. Failure to comply with applicable material provisions of the Paonia Municipal Code or the Town of Paonia Employee Resource Guide;
  - ii. Disclosure of confidential information, documents or correspondence without authorization;
  - iii. Indulging in repeated offensive conduct or abusive conduct directed at Town employees or members of the public;
  - iv. Failure to comply with applicable provision of the standards of conduct for local governmental officials contained in CRS 24-18-101 to 24-18-206;
  - v. Any conduct that results or could result, in the reasonable judgment of the Town, in the conviction of a felony or crime involving fraud, theft, or misappropriation; or
  - vi. Failure to perform job duties following prior written notice, or conduct which constitutes insubordination or dereliction of duties, in either case in the reasonable judgment of the Board of Trustees.

## Section 7: Severance

- A. Severance shall be paid to the Administrator when employment is terminated as defined in Section 6(A) and (B). In the event Administrator is entitled to severance, Administrator shall receive a payout equal to three months of his salary, at the time of termination.
- B. The Administrator shall also be compensated for all accrued leave time. The Town agrees to make a contribution to the Administrator's retirement account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.
- C. In order to receive any severance payment, the Administrator agrees to execute a General Release and Separation Agreement, releasing the Town, its elected officials, appointed officials, employees and agents from any and all causes of action, claims or demands.
- D. If the Administrator is terminated as a result of a conviction of a felony, other malfeasance, breach of contract, or cause as determined by the Board of Trustees, then the Town is not obligated to pay severance benefits under this section.

#### **Section 8: Resignation**

The Administrator may elect to terminate this Agreement without cause by giving the Town written notice of his intention to terminate. The Administrator shall not be entitled to any severance if he makes such an election. Such notice shall specify a termination date that shall not be less than thirty (30) days from the date the notice is given. Unless otherwise agreed in writing by both parties, the Administrator shall continue to perform the duties of Town Administrator, as described herein, on a full-time basis until the termination date specified in the notice. The Administrator shall continue to receive compensation and benefits herein provided for so long as he continues to perform such duties. All compensation and employee benefits shall cease to accrue on the termination date or upon such earlier date when the Administrator is no longer performing the duties of his office as described herein.

#### **Section 9: Performance Evaluation**

During the first quarter of 2019, the Town Board of Trustees conducted a performance evaluation of the Town Administrator's performance of his duties. In conducting a performance evaluation, the Town Board of Trustees prepared a list of goals and objectives, attached hereto and incorporated herein as **Exhibit B**.

The Administrator's performance of his duties as Town Administrator shall be evaluated on or about the anniversary of employment utilizing a form that is mutually approved by both parties. Further, in undertaking the Administrator's performance review, the Board of Trustees shall review and evaluate the Town Administrator's completion of the goals and objectives.

The Administrator agrees to cooperate with the evaluation process and to provide the Town with any documentation or information that the Town may request in connection with the evaluation. The purpose of the evaluation will be to determine whether the Administrator's performance of his

duties under this Agreement remains satisfactory to the Town and is in compliance with the terms and provisions hereof.

On or before June 1, 2020, the Administrator shall provide the Town notice that his contract is expiring on August 31, 2020, and, therefore, the Town Board of Trustees shall conduct a performance evaluation of the Town Administrator's performance of his duties as outlined on Exhibit A and Exhibit B.

**Section 10: Hours of Work**

The Town expects and the Administrator agrees that the Administrator's hours of employment must be flexible and sometimes will be long and irregular. The Administrator's duties hereunder will often require his attendance at and participation in meetings and other functions which occur during evening hours and occasionally on weekends. The Administrator understands and agrees that he will not be entitled to overtime pay, or any other form of financial remuneration over and above the Base Salary and benefits provided for herein with respect to the performance of his duties and his long hours of service hereunder, and that he shall be deemed an "exempt" employee under the provisions of the Fair Labor Standards Act.

**Section 11: Outside Activities**

The employment provided for by this Agreement shall be the Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, the Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

**Section 12: Indemnification**

The Town Administrator shall be defended and indemnified in his actions undertaken in his official capacity as Town Administrator pursuant to all insurance coverages maintained by the Board and pursuant to the terms of the Colorado Governmental Immunity Act. The Town Administrator shall, however, not be indemnified for any act or omission that is willful and wanton, as those terms are defined under the Colorado Governmental Immunity Act.

**Section 13: Bonding**

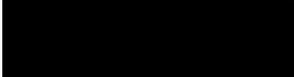
Town shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or ordinance.

**Section 14: Other Terms and Conditions of Employment**

The Town, only upon agreement with the Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code or any other law.

**Section 15: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) TOWN: Town of Paonia  
c/o Mayor  
P.O. Box 460  
Paonia, CO 81428
- (2) EMPLOYEE: Kenneth D. Knight  


Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

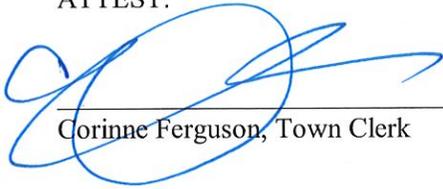
**Section 16: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Administrator relating to the employment of the Administrator by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the Town and the Administrator as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall be effective May 14, 2019.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.
- F. The parties agree and acknowledge that in the event of a dispute concerning this Agreement or the Administrator's employment, venue for any such dispute shall be proper in Delta

County District Court. Further, the parties agree that prior to becoming involved in any litigation regarding this Agreement or the Administrator's employment, they shall first attend mediation to attempt to resolve any such dispute and use their best efforts to resolve the same. To the extent mediation fails and/or litigation ensues, the party that substantially prevails shall be entitled to full reimbursement of all reasonable legal fees and costs, including expert and attorney's fees if any, whether related to mediation or litigation.

WHEREAS, the Board of Trustees approved this Agreement at a regular meeting of the Board of Trustees on May 14, 2019.

ATTEST:

  
\_\_\_\_\_  
Corinne Ferguson, Town Clerk

TOWN OF PAONIA

By:   
\_\_\_\_\_  
Charles Stewart, Mayor

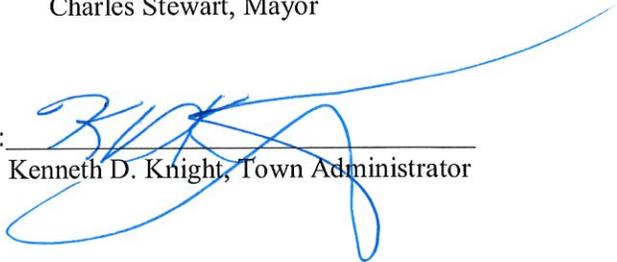
By:   
\_\_\_\_\_  
Kenneth D. Knight, Town Administrator

EXHIBIT A

TOWN OF PAONIA

JOB DESCRIPTION

TOWN ADMINISTRATOR

Department: Administration  
 FLSA Status: Exempt  
 Reports To: Mayor & Board of Trustees  
 Directly Supervises: Department Heads and indirectly all Town Staff except the Town Attorney and Municipal Judge

General Statement of Duties -

At the pleasure of the Board of Trustees, this position is the Chief Administrative Officer of the Town. Under the general supervision of the Mayor, directs and coordinates the day-to-day activities of all departments, department heads and employees of the Town of Paonia. Exercises authority (including appointment and removal) over all other management, supervisory, professional, technical, clerical and other staff.

Essential Functions –

Essential functions of the position include, but are not limited to:

- Performs a wide variety of functions to facilitate the administrative operations of the Town;
- Attends all Board meetings, participates in discussion and makes recommendations to the Board;
- Assists Mayor in the development of agendas for all meetings;
- Serves as Human Resources Officer, unless otherwise assigned;
- Prepares and submits annual Town budget in compliance with Colorado budget laws;
- Manages staff to obtain effective and efficient use of budgeted funds, personnel, materials facilities and time;
- Ensures proper administration and execution of the Paonia Municipal Code, of agreements and contracts executed by the Town and all other policies, rules and regulations as approved by the Board of Trustees;
- Manages, directs and develops systems for long-range planning and prioritization of projects and programs. Develops and implements the Comprehensive Plan for the Town;
- Works with legal counsel with regard to legal issues involving the Town;
- Serves as principal public relations, public information and intergovernmental affairs officer for the Town. When directed, represents the Town at meetings with federal, state and other local government officials;
- Oversees all Town purchases and approves major purchases of goods and services;
- Reviews and makes recommendations on all applications for development, subdivisions, special use permits, annexations and other community development activities;
- Oversees the coordination and management of all Town-sponsored events; the review and permitting of privately-sponsored special events on Town-owned property and the provision of Town services as may associated with said events;
- Oversees all professional and consulting service agreements entered into by the Town, including engineering, architectural, financial, planning & zoning, human resources, etc.;

- Conducts regular staff meetings to establish project priorities and to ensure the coordination of such information between staff and the Board of Trustees;
- Prepares special reports and provides analysis and evaluation as directed by the Board; and
- Develops and supervises grant applications and awards.

Required Knowledge, Skills and Abilities –

Knowledge of:

- Modern practices and principles of public administration;
- The workings, laws and regulations affecting the operation of municipal government;
- Research methods and practices, sources and availability of information;
- Modern municipal public finance administration and practices;
- Fiscal and other laws specific to Colorado such as GASB, TABOR and the Gallagher Amendment;
- Risk management and insurance issues;
- Employment laws such as FLSA, ADA, HIPPA, COBRA, Worker’s Compensation, Unemployment and the Family Medical Leave Act; and
- Federal, State and local laws and ordinances regulating the Town’s operations.

Skilled in:

- Preparing and presenting written and oral reports; and
- Communicating effectively with a wide variety of people, including the Board of Trustees, department heads, employees and representatives of other governmental agencies.

Ability to:

- Plan and coordinate a variety of problem-solving and fact-finding projects;
- Explain and interpret Town policies, procedures and functions;
- Establish realistic goals and priorities and attain them;
- Maintain effective working relationships with the public, media, Board, employees and citizens;
- Learn and retain technical and complex information, terminology, policies and procedures;
- Maintain composure under difficult situations;
- Communicate with personnel and the public in a tactful and courteous manner in face-to-face, one-on-one settings, in group settings, telephonically, electronically and in writing;
- Prepare and present ideas and findings clearly and concisely in written, oral and graphic form using proper sentence construction, punctuation and grammar;
- Carry out complex oral and written instructions;
- Research and prepare complex reports;
- Work well independently and with others to establish and attain objectives;
- Ensure accountability within the organization; and
- Organize workflow and manage time effectively.

Required Physical Capabilities –

While performing the duties of the job, the employee is regularly required to sit, talk, hear and occasionally lift and carry up to 20 pounds. The employee is regularly required to see, using close and

medium range vision. The employee is often required to work with and around standard office equipment.

Working Environment –

The essential duties/activities of this position are performed in a variety of locations with exposure to differing exterior and interior environments.

Material and Equipment Directly Used –

Desktop and/or laptop/notebook computer with email, Microsoft Office software, writing utensils, calculator, desk calendar/appointment book or scheduling software and cell phone/telephone with voicemail.

Additional Requirements –

Requires travel to off-site locations for meetings, appointments, conferences and trainings. Must possess a valid Colorado driver’s license and have an acceptable driving record.

Education and Experience –

Bachelor’s degree in Public or Business Administration or a similar field; five (5) years of progressively responsible experience in government and/or business with a minimum of three (3) years of working in local government administration, finance, planning or similar area; or any combination of education and experience.

*The Town of Paonia is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Town will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*

  
\_\_\_\_\_  
Employee’s Signature

  
\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Date

5/28/19  
\_\_\_\_\_  
Date

## Town Administrator Goals & Objectives

### WATER SYSTEMS:

Evaluate the water system, including additional storage options and potential grant options for storage. Present best practices for water system improvements with pros and cons of each option.

### PLANNING:

Work with intern to update Master Plan/Comprehensive Plan to present to Board by the end of 2019.

Including: Growth, Space to Create, Master Plan

Develop streets and drainage Master Plan with Clark Avenue as a priority.

Explore and present options for Clark Avenue traffic flow, one-way with exit on Minnesota Avenue.

### FINANCIAL:

Work with Finance Officer to provide financial reports in a timely fashion.

Develop a plan to support key employee positions within the Town and present to Board in 3 months' time.

### COMMUNICATION:

Work on communication skills with an emphasis on collaborative public relations and conflict resolution and a focus on reducing reactivity.

CS 5/22/19  
MOC 5/22/19

	Public Hearing: Stahl Addition		
<p>Summary: Public hearing for the annexation of property known as Stahl Addition.</p>			
<p>Notes:</p>			
<p>Possible Motions:</p> <p>Motion by: _____ 2<sup>nd</sup>: _____ vote: _____</p>			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

**NOTICE OF PUBLIC HEARING  
(C.R.S. 31-12-108)**

**PLEASE TAKE NOTICE** that the Board of Trustees of the Town of Paonia, Colorado, shall conduct a public hearing upon the Petition for Annexation of the Stahl Addition, received on June 10, 2019, for annexation of certain real property more particularly described below, on Tuesday, August 13, 2019, at the Town Hall at Paonia, Colorado, commencing at 6:30 p.m. to determine whether or not said real property is eligible for annexation into the Town of Paonia, Colorado, pursuant to the provisions of C.R.S. 31-12-104 and 105.

All persons interested in said annexation may appear before the Board of Trustees and present evidence upon any matter to be determined by the Board.

Dated this 10th day of July 2019.

  
\_\_\_\_\_  
J. Corinne Ferguson, Town Clerk

**CERTIFICATE OF MAILING**

This is to certify that on the 10th day of July 2019, a copy of the foregoing Notice of Public Hearing was placed in the United States Post Office in Paonia, Colorado, with certified mail postage prepaid thereon, addressed to the following:

Delta County Commissioners  
Delta County Courthouse  
501 Palmer St., Suite 227  
Delta, CO 81416

John Baier  
Delta County Attorney  
Delta County Courthouse  
501 Palmer St., Suite 102  
Delta, CO 81416

Delta County Joint School District No. 50  
145 West 4<sup>th</sup> Street  
Delta, CO 81416

Paonia Volunteer Fire District #2  
Attention: Mike Byers, Fire Chief  
PO Box 1023  
Paonia, CO 81428

# NOTICE OF PUBLIC HEARING

In compliance with the Municipal Code of the Town of Paonia, Colorado, the Board of Trustees will hold a public meeting on Tuesday, August 13, 2019 on or after 6:30PM at Paonia Town Hall Community Center Room, 214 Grand Avenue, Paonia, Colorado to consider the Planning Commission recommendation for:

**Stahl Addition-Annexation**

TBD - Samuel Wade Road Paonia, CO 81428

If you are unable to attend but wish to comment, comments can be made at Paonia Town Hall: 214 Grand Avenue, PO Box 460, Paonia, CO 81428, or [paonia@townofpaonia.com](mailto:paonia@townofpaonia.com) until August 7, 2019.

TOWN OF PAONIA, COLORADO

RESOLUTION NO. 2019-11

A RESOLUTION OF THE TOWN OF PAONIA, COLORADO, PURSUANT TO C.R.S. 31-12-108, FINDING THE PETITION FOR ANNEXATION OF THE STAHL ADDITION SUBSTANTIALLY COMPLIES WITH STATUTORY REQUIREMENTS AND SETTING THE PETITION FOR PUBLIC HEARING

WHEREAS, a Petition for Annexation was filed the 10<sup>th</sup> of June 2019 with the Town of Paonia, Colorado, by the property owner, Vaquero Paonia Partners, LP; and

WHEREAS, the Town Administrator reviewed the documentation; and

WHEREAS, C.R.S. 31-12-108, as amended, requires a public hearing and notice thereof.

NOW, THEREFORE, be it resolved by the Board of Trustees for the Town of Paonia, Colorado, as follows:

1. The Annexation Petition filed herein substantially complies with the requirements of C.R.S. 31-12-107 and 31-12-108.
2. The Petition is scheduled for a public hearing on the 13<sup>th</sup> of August 2019 at 6:30 PM.
3. Notice of the public hearing shall be published as required by C.R.S. 31-12-108, with necessary documents to be sent to the Delta County Board of Commissioners, Delta County Attorney, any special district and school district having territory within the area proposed to be annexed, pursuant to C.R.S. 31-12-108(2).

Adopted by the members of the Town Board of Trustees of the Town of Paonia, Colorado this 9<sup>th</sup> day of July 2019.

TOWN OF PAONIA, COLORADO

  
Charles Stewart, Mayor

ATTEST:

  
I. Corinne Ferguson Town Clerk



Res 2019-11-Stahl Addition/Annexation FINAL

**PETITION FOR ANNEXATION**

**TOWN OF PAONIA, COLORADO**

**TO: BOARD OF TRUSTEES, TOWN OF PAONIA, COLORADO**

The undersigned, in compliance with the "Municipal Annexation Act" as set forth in Article 12, Chapter 31, of the Colorado Revised Statutes, hereby petition the Board of Trustees of the Town of Paonia, Colorado, for annexation to the Town of Paonia, Colorado, the following described unincorporated territory located in the County of Delta, State of Colorado, to wit:

**AS PER EXHIBIT "A" ATTACHED**

1. It is desirable and necessary that the above-described territory be annexed to the Town of Paonia, Colorado;
2. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Paonia, Colorado;
3. A community of interest exists between the territory proposed to be annexed and the Town of Paonia, Colorado;
4. The territory proposed to be annexed is urban or will be urbanized in the near future;
5. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Paonia, Colorado;
6. The undersigned are the owners of 100 (%) percent of the real property included in the territory to be annexed, exclusive of streets and alleys; and hereby consent to the establishment of the boundaries of this territory as shown on the annexation plat herewith;
7. The territory proposed for annexation is not presently a part of any incorporated city, city and county, or town, nor have annexation proceedings been commenced for the annexation of part or all of such territory to another municipality;
8. Annexation of the above-described territory will not result in the detachment of territory from any school district.

**WHEREFORE**, the undersigned request the Town of Paonia, Colorado, approve the annexation of the territory proposed to be annexed.

Signed this 3<sup>rd</sup> day of May, 2019.

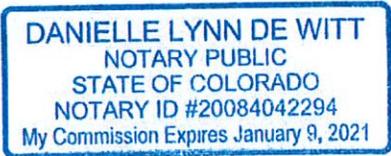
Arvin Stahl \_\_\_\_\_

Linda Stahl \_\_\_\_\_

STATE OF COLORADO    )  
  ) §  
County of Delta         )

The foregoing Petition for Annexation was subscribed and sworn to before me this 3<sup>rd</sup> day of May, 2019, by Arvin Stahl and Linda Stahl.

Witness my hand and official seal.



My Commission Expires: January 9, 2021

Notary Public: Danielle DeWitt

Address: 200 Grand Ave  
Grand Junction, CO 81501

**EXHIBIT "A"**  
The Property

A portion of the Northwest Quarter of the Northwest Quarter of Section 6, Township 14 South, Range 91 West of the 6th P.M., also being a portion of Lot 3A, RE-PLAT OF THE REMAINING PORTIONS OF LOTS 3, 4 AND 5 OF BEEZLEY'S SUBDIVISION (Reception No. 686411, Delta County, Colorado records), situate in the County of Delta, State of Colorado, more particularly described as follows:

Beginning at the most Westerly Northeasterly corner of said Lot 3A (the following three (3) courses are along the lines of said Lot 3A); 1) S18°33'35"E along the Westerly lot line of that tract described by document (Reception No. 591671, said Delta County records), 180.52 feet to the most Northerly corner of that tract described by document (Reception No. 653136, said records); 2) S70°42'15"W along said tract's Northerly line, 105.99 feet to the Northwesterly corner thereof, said corner also being the most Northerly corner of that tract described by document (Book 557, Page 232, said records); 3) S71°05'56"W along said tract's Northerly line, 103.85 feet to the Northwesterly corner thereof; thence N19°57'33"W, 433.03 feet to a point on the Northeasterly line of said Lot 3A; thence S59°54'53"E along said Lot 3A's Northeasterly line, said line also being coincident with the Southwesterly right-of-way line of Samuel Wade Road (r.o.w. width varies), 333.58 feet to the Point of Beginning;

Containing 1.500 acres (65,360 square feet), more or less.

7016 0680 0000 0990 0990 2322

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DELTA, CO 81411 **OFFICIAL USE**

Certified Mail Fee	\$3.50	0541
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	07
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.30	
Total Postage and Fees	\$7.60	

Postmark Here  
PAONIA CO 81428  
JUL 10 2019  
USPS

Delta County Commissioners  
Delta County Courthouse  
501 Palmer St., Suite 227  
Delta, CO 81416

0422 9992 0000 0990 0990 2322

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.30	
Total Postage and Fees	\$7.60	

Postmark Here  
PAONIA CO 81428  
JUL 10 2019  
USPS

John Baier  
Delta County Attorney  
Delta County Courthouse  
501 Palmer St., Suite 102

7016 0680 0000 0990 0990 2322

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.30	
Total Postage and Fees	\$7.60	

Postmark Here  
PAONIA CO 81428  
JUL 10 2019  
USPS

Paonia Volunteer Fire District #2  
Attention: Mike Byers, Fire Chief  
Po Box 1023  
Paonia, CO 81428

0422 9992 0000 0990 0990 2322

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<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.30	
Total Postage and Fees	\$7.60	

Postmark Here  
PAONIA CO 81428  
JUL 10 2019  
USPS

Delta County Joint School District No. 50  
145 West 4th St.  
Delta, CO 81416

Stahl & Greenbelt  
annexation (S)

PAONIA  
125 GRAND AVE  
PAONIA, CO  
81428-9997  
0769660541

07/10/2019 (800)275-8777 4:00 PM

Product Description	Sale Qty	Final Price
First-Class Mail® Large Envelope (Domestic) (PAONIA, CO 81428) (Weight:0 Lb 2.50 Oz) (Estimated Delivery Date) (Friday 07/12/2019)	1	\$1.30

Total \$30.40

Credit Card Remitd (Card Name:VISA) \$30.40



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US

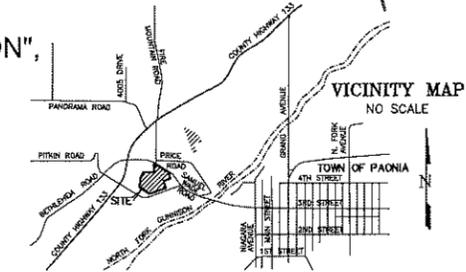
Preview your Mail  
Track your Packages  
Sign up for FREE @  
[www.informedelivery.com](http://www.informedelivery.com)

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Refunds for guaranteed services only.  
Thank you for your business.

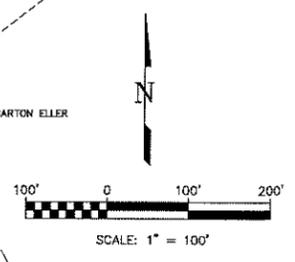
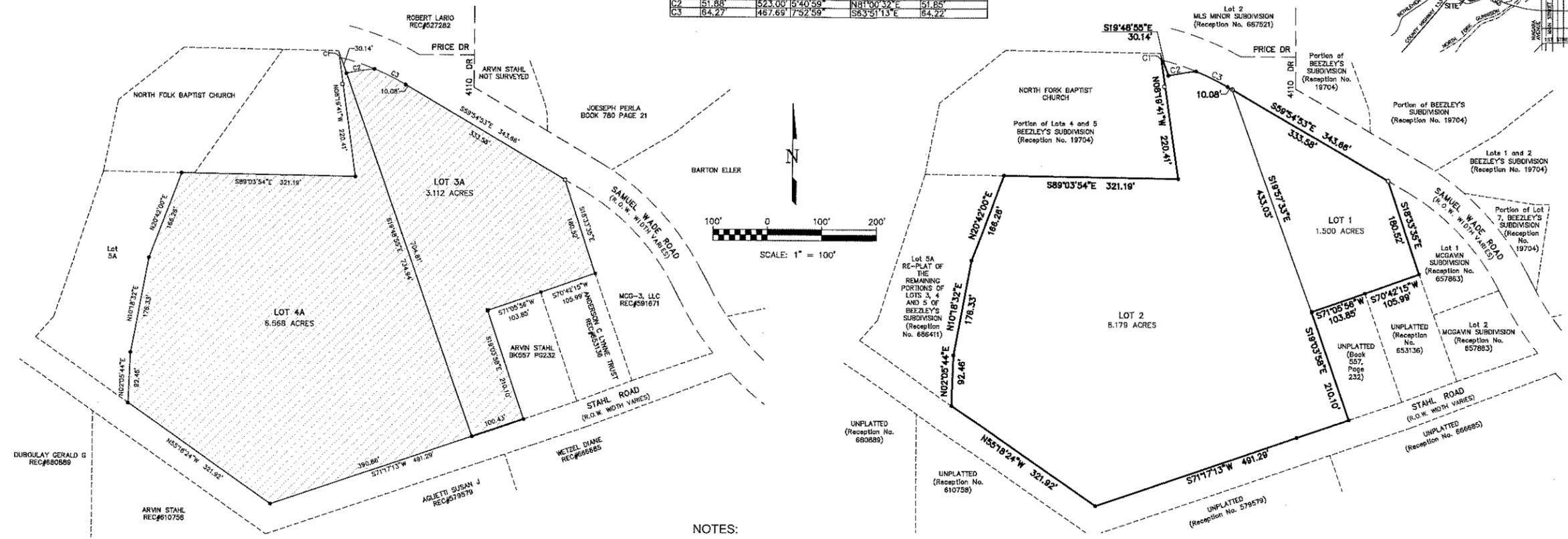
NOW HIRING. Please visit  
[www.usps.com/careers](http://www.usps.com/careers) to apply.

Collected Plat Map

**STAHL SUBDIVISION**  
**A RE-PLAT OF LOTS 3A AND 4A, "RE-PLAT OF THE REMAINING PORTIONS OF LOTS 3, 4 AND 5 OF BEEZLEY'S SUBDIVISION",**  
**BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER**  
**OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 91 WEST OF THE 6TH P.M., COUNTY OF DELTA, COLORADO**



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2.91'	467.69'	0°21'18"	S75°53'52"E	2.91'
C2	51.88'	523.00'	5°40'59"	N81°00'32"E	51.85'
C3	64.27'	467.69'	7°52'59"	S63°51'13"E	64.22'



AS PLATTED

AS RE-PLATTED

**NOTES:**

- Found 5/8" rebar with 2" aluminum cap PLS 37758 or as noted.
  - Found 5/8" rebar 30" long w/2 aluminum cap PLS 25972.
  - Found 5/8" rebar 1 1/2" aluminum cap RLS 1456.
  - Found 1/2" rebar with red plastic cap PLS 20681.
- Basis of Bearings: S89°03'25"E from the Section corner common to Sections 1, 6, 31 and 36 to the Section corner common to Sections 31, 32, 5 and 6, Delta County local coordinate system.
- FEDERAL EMERGENCY MANAGEMENT AGENCY, Flood Insurance Rate Map, Map Numbers 08023C0501 D, effective date August 19, 2010, indicates this parcel of land is located in Zone X "white" (area determined to be out of the 500 year flood plain).
- According to Colorado law, any legal action based upon a defect in this survey must be commenced within three years after such defect is discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date shown on the certification hereon.

**BE IT KNOWN BY THESE PRESENTS:**

We, Arvin L. Stahl and Linda S. Stahl, being the owners of land described as follows:  
 A tract of land being a portion of the Northwest Quarter of the Northwest Quarter of Section 6, Township 14 South, Range 91 West of the 6th P.M., situate in Delta County, Colorado, more particularly described as follows:  
 Lots 3A and 4A, RE-PLAT OF THE REMAINING PORTIONS OF LOTS 3, 4 AND 5 OF BEEZLEY'S SUBDIVISION (Reception No. 686411, Delta County, Colorado records);  
 Containing 9.680 acres, more or less.

**DEDICATION:**

In Delta County, Colorado, under the name of STAHL SUBDIVISION, have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate and convey to the owners of lots, tracts or parcels within this minor subdivision and their invitees and licensees, but not to the public at large, the common right to use the streets, alleys, roads and other areas as shown hereon and do hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof Arvin L. Stahl and Linda S. Stahl have subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

By: \_\_\_\_\_ By: \_\_\_\_\_

**NOTARIAL:**

STATE OF COLORADO }  
 COUNTY OF DELTA } SS  
 The above and aforementioned was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., by Arvin L. Stahl and Linda S. Stahl.  
 My commission expires \_\_\_\_\_  
 My address is \_\_\_\_\_  
 Witness my hand and seal \_\_\_\_\_

**DELTA COUNTY PLANNING DEPARTMENT APPROVAL:**

This plat of the above subdivision has been checked by \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS APPROVAL:**

The within plat of STAHL SUBDIVISION is approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Delta County or any public agency.

Chairman \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 County Clerk \_\_\_\_\_

**CERTIFICATE OF TAXES PAID:**

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of \_\_\_\_\_ upon all parcel of real estate described on this plat or paid in full.  
 Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 County Clerk \_\_\_\_\_

**COUNTY SURVEYOR CERTIFICATE:**

Approved for content and form only and not as to the accuracy of survey, computations or drafting, pursuant to CRS 38-51-106.

County Surveyor \_\_\_\_\_ Date \_\_\_\_\_

**SURVEYOR'S CERTIFICATION:**

The undersigned Professional Land Surveyor licensed in the State of Colorado, hereby states and declares that the accompanying plat was surveyed and drawn under his responsible charge and accurately shows the described tract of land, and replat thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge and belief.

David V. Hostetler  
 Colorado Professional Land Surveyor No. 20681

PRELIMINARY COPY  
 SUBJECT TO  
 COUNTY APPROVAL

**RECORDING:**

STATE OF COLORADO }  
 COUNTY OF DELTA } SS  
 I hereby certify that this instrument was filed for record in my office at \_\_\_\_ o'clock \_\_\_\_ m. this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., and is duly recorded under Reception No. \_\_\_\_\_ of the records of Delta County, Colorado.  
 Surcharge: \_\_\_\_\_  
 Fee: \_\_\_\_\_  
 Teri A. Stephenson, Recorder  
 By: \_\_\_\_\_ Deputy

CALL BEFORE YOU DIG ...  
 811 DIAL 811  
 48 HOURS BEFORE WORKING GAS, ELECTRIC, WATER AND SEWER LINES

**REVISIONS**

No.	Date	By	Description
1	05/27/18	DVH	DATA CLARIFICATION

H Scale: 1" = 100'  
 V Scale: N/A  
 Designer By: N/A  
 Drawn By: BLS  
 Checked By: DVH  
 Date: 03/18/19

**Land Development Consultants, Inc.**  
 PLANNING • SURVEYING  
 www.ldc.com • TEL: (719) 528-6330 • FAX: (719) 528-6848  
 3988 MAZELAND ROAD • COLORADO SPRINGS, CO 80909

STAHL SUBDIVISION  
 FINAL RE-PLAT

Project No.: 19005  
 Sheet: 1 of 1

**For Town Use Only**  
 Date App. Received: updated  
 Fee \$: 1,000.00  
 Deposit Paid \$: 2  
 Application Received by: KK

**TOWN OF PAONIA  
 APPLICATION FOR ANNEXATION  
 Town Code Section – Article XV, Section 1.00**

**Important - Please Read the Following Information Carefully**

Applicants are encouraged to prepare a separate project narrative to accompany all submitted materials. This narrative should be well organized and include a table of contents, page numbers and similar information to facilitate review by Town Staff and elected/appointed commissions. If a separate narrative is submitted, this application form shall reference the narrative as applicable.

It is the applicant's responsibility to obtain, read and understand all of the relevant sections of the Town of Paonia Municipal Code applicable to this procedure. Please keep in mind that more than one section of the code may apply to your application. These regulations are available through the Town of Paonia Municipal Offices at a nominal cost. If you do not understand portions of these materials concerning your application, please ask questions. Failure to complete the application, submit all of the required materials or answer questions completely and accurately may result in a delay and processing or a rejection of the application as incomplete. All fees must be paid in full at the time of application. Public meetings or public hearings will not be scheduled for an application until it is deemed complete by the Town. Each applicant should take the time necessary to submit a complete and comprehensive application. Town Staff is available to direct the applicant to appropriate sources of information.

**APPLICANT**

Date: 7/8/2019  
 Name (s): Vaquero Paonia Partners, LP Owner  Agent   
 Mailing Address: 2900 Wingate Street, Suite 200, Fort Worth, TX 76107  
 Mailing Address for Notices, if different from above: \_\_\_\_\_  
 Telephone: 512-983-1793 Fax: \_\_\_\_\_ Cell: \_\_\_\_\_ E-mail: kagnor@vaqueroventures.com

**PROPERTY SUBJECT TO APPLICATION**

Street Address: 635 Stahl Road, Paonia, CO 81428

479 Samuel Wade Rd.

Wrong Address

Practical Property Description: \_\_\_\_\_

Legal Description (may attach): \_\_\_\_\_

A portion of the Northwest Quarter of the Northwest Quarter of Section 6, Township 14 South, R... THE REMAINING PORTIONS OF LOTS 3, 4 AND 5 OF BEEZLEY'S SUBDIVISION (Reception No. 6864... of Colorado, more particularly described as follows:  
 Beginning at the most Westerly Northeastly corner of said Lot 3A (the following three (3) cours... lot line of that tract described by document (Reception No. 591671, said Delta County records), 1... document (Reception No. 653136, said records); 2) S70°42'15"W along said tract's Northerly line, 103.85 feet to the Northerly line thereof, said corner also being the most Northerly corner of that tract described by document (Book 557, Page 232, said records); 3) S71°05'56"W along said tract's Northerly line, 103.85 feet to the Northwesterly corner thereof; thence N19°57'33"W, 433.03 feet to a point on the Northeastly line of said Lot 3A; thence S59°54'53"E along said Lot 3A's Northeastly line, said line also being coincident with the Southwesterly right-of-way line of Samuel Wade Road (r.o.w. width varies), 333.58 feet to the Point of Beginning; Containing 1.500 acres (65,360 square feet), more or less.

**PROPOSED ANNEXATION NAME** Stahl Annexation

**PROPOSED WATER RIGHTS DEDICATION** Attach additional sheet(s) as necessary

**BRIEF DESCRIPTION OF ANNEXATION PROPOSAL** (include number of proposed lots and land use(s), (e.g., residential, commercial, etc.): Attach additional sheet(s) as necessary  
Stahl Annexation will include one commercial lot of 1.5 acres.

10.

Proposed Number of Lots and Type of Units (Commercial, Industrial, Residential - single-family, duplex, other) – Attach additional sheet(s) as necessary:

Stahl Annexation will include one commercial lot.

Acreage or Square Feet of Parcel: 1.5 acres Existing Zoning: None

Surrounding Zoning – North: County - No Zoning, South: C-2, East: County - No Zoning, West: County - No Zoning

Present Use of Subject Property: Vacant Land

Uses Surrounding Subject Parcel - North: Samuel Wade Road, South: West Elk Wine and Spirits, East: Samuel Wade Road, West: Vacant Land

UTILITY INFORMATION

Existing utility main lines currently serving annexation property:

Water [ ] Sewer [ ] Electric [ ] Gas [ ] None [x]

Proposed utility main line extensions to serve annexation property:

Water [x] Sewer [x] Electric [x] Gas [ ] None [ ]

Proposed number of new utility service connections within annexation property:

Water 1 Sewer 1 Electric 1 Gas None [ ]

STREET INFORMATION

Existing street(s) serving proposed annexation property:

Samuel Wade Road borders the property along the northern lot line.

New streets/alleys or street/alley extensions proposed to serve annexation Yes [ ] No [x] Explain:

MISCELLANEOUS

Variance/exception/waiver requested\* Yes [ ] No [x] \* Separate application required

Other:

Property owner(s) if different from applicant (inclusive of mineral owners/lessees in accordance with C.R.S. § 24-65.5-103.):

Table with 3 columns: Name, Mailing Address, Telephone. Row 1: Arvin and Linda Stahl, 635 Stahl Road, Paonia, CO 81428, 970-260-0899.

Attach additional sheets if necessary.

NOTE: In the event the town must retain outside professional services to process or evaluate an application, the applicant shall bear the costs of same, inclusive of land planning, engineering and legal fees, in addition to the base application fee.

I hereby certify that I am the applicant named above and that the information contained herein and on any attachments hereto is in all respects true and accurate to the best of my knowledge and belief.

Kelley Agnew Applicant(s) Date: 7/8/2019

Applicant(s) Date:

April 26, 2019

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

RE: Authorization of Vaquero Paonia Partners, LP “Authorized Agent”

[REDACTED]

Town of Paonia,

This letter Authorizes Vaquero Paonia Partners, LP to act as “Agent” for Arvin and Linda Stahl for completing due diligence, annexation, zoning, platting and permitting with Town of Paonia regarding the building of a Dollar General on the property under contract.

Sincerely,  
Arvin and Linda Stahl



Arvin Stahl



Linda Stahl

*[Faint, illegible text]*

May 1, 2019

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

RE: Letter of Intent

Town of Paonia,

The intent of this application is to request the annexation of the parcel just south of 4005 Drive and Samuel Wade Road. We are requesting this annexation so that the parcel can be served by city utilities. We meet the 1/6<sup>th</sup> contiguity by fronting Samuel Wade Road, which the city has already annexed.

This annexation would allow for the town to extend its utility services further down Samuel Wade Road without having to finance the extension. It will also extend the commercial corridor closer to Colorado State Highway 133.

Currently the site has no zoning as it is in Delta County. The site will need to be zoned per town ordinances for use once annexed.

Sincerely,



Vaquero Paonia Partners, LP

10.

**WARRANTY DEED**

**THIS DEED**, Made this 14 day of JANUARY in the year of our Lord Two Thousand and sixteen 2016.

Between  
**Arvin L. Stahl and Linda S. Stahl**  
of the County of Delta and State of Colorado, grantors, and

**Arvin L. Stahl and Linda S. Stahl, as tenants in common**

whose legal address is [REDACTED]  
of the County of Delta and the State of Colorado, grantees:

WITNESS, that the grantors, for and in consideration of the sum of **(\$10.00) TEN DOLLARS**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee and Grantee's heirs and assigns forever, all the real property, together with improvements, if any, situated, lying and being in the County of Delta and State of Colorado, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.**

also known by street and number as TBD Stahl Road, Paonia, CO 81428

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantors, either in law or equity, of, in and to the above bargained land, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantors, for themselves, their heirs and assigns, do covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the encasing and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for and subject to easements, restrictions, reservations and rights of way visible, in place or of record.

The grantors shall and will WARRANT AND FOREVER DEFEND the above-bargained land in the quiet and peaceable possession of the grantees, their heirs and assigns, against all or every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantors have executed this deed on the date set forth above.

Arvin L. Stahl  
Arvin L. Stahl

Linda S. Stahl  
Linda S. Stahl

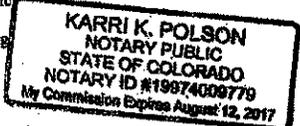
STATE OF COLORADO )  
                                  ) ss.  
County of DELTA )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2016  
by Arvin L. Stahl and Linda S. Stahl

Witness my hand and official seal.  
My commission expires: August 12, 2017

Karri K. Polson  
Notary Public

Legal Description prepared by Whitmore and Company Professional Land Surveying  
P.O. Box 1652, Paonia, CO 81428.



52

EXHIBIT "A"

**LOT 3A,  
BEEZLEY'S SUBDIVISION**

A parcel of land being part of Lot 3 of Beezley's Subdivision recorded under Reception No. 19704 in Delta County real estate records and being located within the NW1/4 of the NW1/4 of Section 6, Township 14 South, Range 91 West of the 6th Principal Meridian, having a description based upon a bearing of S.89°03'25"E. from the section corner common to Sections 6, 1, 31 and 36 (monumented by a witness corner bearing N.89°05'28"W. 46.50 feet and being a 3" brass cap State Highway Dept. right-of-way) to the section corner common to Sections 31, 32, 5 and 6 (monumented by a 2 1/2" brass cap US LAND OFFICE), with all other bearings relative thereto and being more particularly described as follows:

Beginning at the SW corner of Lot 3 of Beezley's Subdivision from whence said section corner common to Sections 6, 1, 31 and 36 bears N.44°33'28"W. 998.43 feet (monumented by a 2" aluminum cap PLS 25972); thence N.19°48'55"W. 704.81 feet to the northerly right-of-way line of Samuel Wade Road (monumented by a 2" aluminum cap PLS 25972); thence along said northerly right-of-way line the following three (3) courses: (1) along a non-tangent curve to the right, with an arc length of 51.88 feet and having a radius of 523.00 feet, with a chord bearing and distance of N.81°00'32"E. 51.85 feet (monumented by a 2" aluminum cap PLS 25972); (2) thence along a non-tangent curve right, with an arc length of 64.27 feet and having a radius of 467.69 feet, with a chord bearing and distance of S.63°51'05"E. 64.22 feet (monumented by a 2" aluminum cap PLS 25972); (3) thence S.59°54'53"E. 343.66 feet (monumented by a witness corner bearing S.18°33'35"E. 1.00 feet from the true corner position and being a 2" aluminum cap PLS 37758); thence leaving said right-of-way line S.18°33'35"E. 180.52 feet (monumented by a 1 1/2" aluminum cap RLS 1456); thence S.70°42'15"W. 105.99 feet (monumented by a 1 1/2" aluminum cap RLS 1456); thence S.71°05'56"W. 103.85 feet (monumented by a 1 1/2" aluminum cap RLS 1456); thence S.19°03'58"E. 210.10 feet to the southerly line of Lot 3 of Beezley's Subcivision (monumented by a 2" aluminum cap PLS 25972); thence along said southerly line S.71°17'13"W. 100.43 feet to the Point of Beginning, said parcel contains 3.112 acres, more or less.

County of Delta,  
State of Colorado.

## Statement of Taxes Due

Account Number [REDACTED] Parcel 324506205018  
 Assessed To STAHL ARVIN L  
 [REDACTED]

**Legal Description** PAONIA 81428 S: 6 T: 14S R: 91W Subdivision: BEEZLEYS SUBDIVISION Lot: 3A TOTAL 3.112 AC-- SEC 6 T14S R91W 6PM PT LOT 3A REPLAT OF THE REMAINING PORTIONS OF LOTS 3, 4 AND 5 OF BEEZLEY'S SUB. PT NE4NE4 OF SEC 1 T14S R92W 6PM. & THE NW4NW4 SEC 6 T14S R91W 6PM. BEG AT SW COR OF LOT 3 BEEZLEY'S SU... Additional Legal on File  
**Situs Address** PAONIA

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2018	\$1.56	\$0.00	\$0.00	(\$1.56)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 05/23/2019</b>					<b>\$0.00</b>

Tax Billed at 2018 Rates for Tax Area G2- - G2-

Authority	Mill Levy	Amount	Values	Actual	Assessed
DC SCHOOL DIST 50 - GENERAL	22.6560000	\$0.54	4471 - graze VI	\$84	\$24
DC SCHOOL DIST 50 - BOND RE	5.5470000	\$0.13	Total	\$84	\$24
DC SCHOOL DIST 50 - ABATEME	0.0740000	\$0.00			
DELTA COUNTY - GENERAL FUND	14.5820000*	\$0.36			
DELTA COUNTY - ROAD & BRIDG	1.0700000	\$0.03			
DELTA COUNTY - SOCIAL SERVI	2.0500000	\$0.05			
DELTA COUNTY - ABATEMENTS	0.0550000	\$0.00			
PAONIA CEMETERY DISTRICT	0.9190000	\$0.02			
FIRE DISTRICT #2	3.5000000*	\$0.08			
NF WATER CONS DIST - GENERA	0.0610000	\$0.00			
NF WATER CONS DIST - BOND F	0.5000000	\$0.01			
COLORADO RIVER WATER CONS D	0.2520000	\$0.01			
NF MOSQUITO ABATEMENT DISTR	1.8020000	\$0.04			
DELTA COUNTY MEMORIAL HOSPI	0.9850000	\$0.02			
NORTH FORK AMBULANCE HEALTH	5.8830000	\$0.14			
NORTH FORK POOL, PARK & REC	2.5000000	\$0.06			
DELTA COUNTY LIBRARY - GENE	3.0000000	\$0.07			
COLORADO RIVER WATER CONS D	0.0040000	\$0.00			
DELTA COUNTY ECONOMIC DEVEL	0.0850000	\$0.00			
Taxes Billed 2018	65.5250000	\$1.56			

\* Credit Levy

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER SEPTEMBER 1ST. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments or manufactured homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

## Statement of Taxes Due

---

TREASURER, DELTA COUNTY, LISA J. TAFOYA  
501 Palmer Street, Suite #202  
Delta, Co 81416  
(970)874-2135

**Utility Statement:**

Sanitary Sewer:

Sewer will be brought to the site by dragging the line that currently ends in Stahl Road. The sewer line extension will go east on Stahl Road, bore under Samuel Wade Road, then head north. The line extension will end at the site and we will bore a 4" sewer line to service our site.

Stormwater:

Stormwater will be detained onsite and then released at the current rate of flow towards the northwest.

Water:

Water is currently just south of the site on Samuel Wade Road. We will be dragging water further north on Samuel Wade Road to the site. The site requires one ¾" meter for domestic service and 1" irrigation.

Electric:

There is an electric pole on the northwest corner of Samuel Wade Road and 4005 Drive. We will extend the line over Samuel Wade Road and set a pole on our side of the road.

per ordinance  
code B-1-30  
commercial  
taps begin @  
1" → \$9,790.00  
in-town

	Resolution 2019-13 – Stahl Addition Finding of Fact		
Summary:			
Notes:			
Possible Motions:  Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Ordinance 2019-TBD – Stahl Addition Approval of Annexation		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Ordinance 2019-TBD – Stahl Addition Zoning		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:



**ORDINANCE NO. 2019-05**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, ADDING CHAPTER 6, ARTICLE 5 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**, the Board of Trustees of the Town had determined that the levy of an annual business registration fee on all persons doing business in the Town will promote the health safety and general welfare of the Paonia community.

**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.**

Chapter 6, Article 5 of the Town Code is added as follows:

**Sec. 6-5-1 Purpose.**

The purpose of this article shall be to require the registering and regulation of business activities, occupations and enterprises conducted within the Town and provide the Town with necessary information relating to businesses and professions operating within the Town in order to protect the health, welfare and safety of its inhabitants. It is the express intent and purpose of the business registration fee to cover the cost of processing such registration.

**Sec. 6-5-2 Business Registration Required.**

It shall be unlawful for any person, firm, association, partnership or corporation either as a principal, agent, clerk, employee or otherwise to commence or carry on any kind of business, profession or occupation without first having registered with the Town.

**Sec. 6-5-3 Application for Registration.**

(a) Any person, firm, association, partnership or corporation now engaged in any business, profession or occupation within the corporate limits of the Town shall on or before January 1, 2020, and annually thereafter, so long as such person, firm, association, partnership or corporation comes within the purview of this Article 5, supply the information necessary to register the business with the Town Clerk. An application for such registration shall be made to

the Town Clerk and in the form provided by the Town and accompanied by the appropriate fee as set by resolution.

(b) Upon receipt of a complete application for business registration, the Town Clerk will issue a registration certificate within fifteen (15) days of receipt.

**Sec. 6-5-4 Buildings, Premises to Comply with Town Requirements Prior to Issuance of a Business Registration Certificate.**

The Town Clerk shall not issue a business registration certificate for the conduct of any business, and no permit shall be issued for anything, or act, if the premises and building to be used for the purpose do not fully comply with the requirements of the Town. No such business registration certificate or permit shall be issued for the conduct of any business or performance of any act which would involve a violation of the zoning provisions of the Town.

**Sec. 6-5-5 Exemptions.**

All businesses located or performed within the Town shall be subject to this business registration fee as levied under this Article, except as follows:

- (a) Day care centers are hereby exempted from the terms of this Article.
- (b) Schools are hereby exempted from the terms of this Article.
- (c) Nonprofit Colorado corporations are hereby exempted from the payment of a fee but shall be required to register.

**Sec. 6-5-6 Term of Registration Certificate.**

All registration certificates shall cover a period of one (1) year beginning January 1 and ending December 31 of that year. No rebate or credit shall be given for registration certificate used or issued for fractions or portions of a year; nor shall such registration certificate be assignable or transferable as to person, but it may be transferred as to place at the discretion of the Town Clerk. Business registrations shall be renewed annually during the month of December.

**Sec. 6-5-7 Notification for Renewal.**

The Town Clerk shall be charged with the administration and collection of all registration fees authorized under this Article. It shall be his or her duty to notify every known business, trade, occupation and professional enterprise in operation within the Town of the fact that such registration fee is due prior to January 1 of each year. Said notification shall include full instructions as to procedures for remittance of the registration fee due, and penalties provided. Lack of receipt of such notification in any year shall not relieve any person engaging in business within the Town from the liability of paying such registration fee and complying with all other requirements of this Article.

**Sec. 6-5-8 Delinquent Charges.**

Any person failing to pay any registration fee levied under this Article by January 1 shall thereafter be deemed delinquent and the registration deemed expired. To renew their registration certificate, the businesses registering shall be subject to a delinquent fee in an amount to be approved by the Town Board of Trustees for each full month for which said fee is delinquent, assessed on the first day of the month, in addition to any other penalty which may be imposed for the violation of this Code.

**Sec. 6-5-9. Issuance of Registration Certificate.**

Upon receipt of a registration fee payment due under this Article, the Town Clerk shall issue a certificate which shall indicate that said registration fee has been paid for the specified year.

**Sec. 6-5-10. Display of Registration Certificate.**

Each registration certificate issued under this Article shall at all times while in force be displayed in a conspicuous place in the place of business and shall be removed after expiration thereof.

**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 adoption.

**INTRODUCED, READ AND REFERRED to public hearing before the Board of Trustees of the Town of Paonia, Colorado, on the 9<sup>th</sup> day of July, 2019.**

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

By: \_\_\_\_\_  
CHARLES STEWART, Mayor

ATTEST:

\_\_\_\_\_  
J. CORINNE FERGUSON, Town Clerk

**HEARD AND FINALLY ADOPTED by the Board of Trustees of the Town of Paonia, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

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

By: \_\_\_\_\_  
CHARLES STEWART, Mayor

ATTEST:

\_\_\_\_\_  
J. CORINNE FERGUSON, Town Clerk



## J. David Reed, P.C.

ATTORNEYS AT LAW

J. David Reed | James D. Mahoney | Bo James Nerlin | Sarah H. Abbott

MONTROSE • RIDGWAY • TELLURIDE

# Memo

To: Tow of Paonia  
 From: Bo James Nerlin  
 Date: September 9, 2019  
 Re: Board of Trustees

At the August 13, 2019 Board Meeting, our office presented a proposed ordinance to the Board of Trustees regarding the licensing of businesses in the Town. The purpose of the ordinance is three - old;

1. To allow for the Town to monitor business activities within the Town, confirming that the appropriate parties are filing sales, use or other taxes as needed;
2. To create a list of parties to whom the Town should direct appropriate inquiries regarding business activities, specifically in the event of an emergency, or to discuss issues that may present themselves, such as building or Municipal Code concerns; and
3. To allow the Town to monitor and test, as needed, commercial water connections and report the same to the Colorado Department of Public Health, as required under both the Town Code and state law.

At the meeting, the Board of Trustees raised some concern as to whom the ordinance would affect. The proposed ordinance as it is currently written applies to:

“[a]ny person, firm, association, partnership or corporation either as a principal, agent, clerk, employee or otherwise to commence or carry on any kind of business, profession or occupation within the Town limits.”

In an effort to obtain some further direction from the Board of Trustees, this memorandum provides a sampling of how a business is defined by other municipalities for the purposes of licensing.

## 1. Sample Definitions of a Business

### a. Crested Butte Colorado:

*Business* means all kinds of vocations, occupations, professions, enterprises, establishments and all other kinds of activities and matters, together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit or benefit, either directly or indirectly, on any premises in this Town, or anywhere else within its jurisdiction.

Any person shall be deemed to be in businesses, and thus subject to the requirements of the code, when he or she does at least one (1) act of:

- (1) Selling any goods or services;
- (2) Soliciting business or offering goods or services for sale or hire;
- (3) Acquiring or using any vehicle or any premises in the Town for business purposes.

### b. Town of Telluride:

*Business* means all activities engaged in with the object of gain, benefit, advantage or profit, direct or indirect. It includes, but is not limited to, deriving compensation from activities within the Town, including the sale, supply or distribution of commodities, services or related financial transactions. Advertising of a product, service, or short-term rental unit in the Town is considered doing business.

### c. Basalt:

It shall be unlawful for any person, firm, association, partnership or corporation either as a principal, agent, clerk, employee or otherwise to commence or carry on any kind of business, profession or occupation without first having procured a license from the Town to do so.

### d. Cedaredge:

Business means and includes all kinds of trades, vocations, occupations, professions, enterprises, establishments and all other kinds of activities and matters which are conducted within the town of Cedaredge for private profit, non-profit or benefit, either directly or indirectly, on any premises in the Town of Cedaredge.

### e. Mountain Village:

Business includes all activities engaged in or caused to be engaged in with the object of gain, benefit, advantage or profit, direct or indirect.

2. Possible Action Items for the Board

Based on the foregoing, many municipalities apply a rather broad definition when looking at which persons or entities are required to obtain a business license. While this firm believes the Town is best served with a uniform application of the ordinance, should the Board wish to allow for certain exemptions for small businesses, it could look at crafting a provision wherein there is either a reduced fee or an exemption for certain businesses if they have a combination of a limited number of employees, or a limited annual revenue. In such event, we would suggest that the applicant affirm that they would meet such a criteria, placing the burden on them, and not on the Town to investigate.

DRAFT

	Poulos Park Pride – Phase One and Status Update		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	<p>Blue Sage Center – Approval of Building Front Rehabilitation Project</p>		
<p>Summary:</p>			
<p>Notes:</p>			
<p>Possible Motions:</p> <p>Motion by: _____ 2<sup>nd</sup>: _____ vote: _____</p>			
<p>Vote:</p>	<p>Trustee Bachran:</p>	<p>Trustee Bear:</p>	<p>Trustee Bookout:</p>
<p>Trustee Budinger:</p>	<p>Trustee Hart:</p>	<p>Trustee Knutson:</p>	<p>Mayor Stewart:</p>

**From:** Corinne Ferguson  
**Sent:** Tuesday, August 27, 2019 8:21 AM  
**To:** Don Grant  
**Subject:** RE: Original photo of bank building

*Don, unfortunately I only had until 5pm last night to legally amend the agenda. I will place this item on the Board agenda for the next meeting, September 10, at 630pm.*

*J. Corinne Ferguson  
Town Clerk -  
Public Information Officer  
Town of Paonia  
[corinne@townofpaonia.com](mailto:corinne@townofpaonia.com)*

*"The things that make me different are the things that make me." – Winnie the Pooh*

*Please consider the environment before printing this e-mail.*

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

**From:** Don Grant <board@bluesage.org>  
**Sent:** Monday, August 26, 2019 8:31 PM  
**To:** Corinne Ferguson <corinne@townofpaonia.com>  
**Subject:** Re: Original photo of bank building

Hello Corinne,  
I have not had computer service until this evening, thus I just received your message.  
If it is possible, to do this tomorrow, that would be great, if not we are understanding.  
Please let me know what transpires.  
Regards,  
Don

Please Advise That You Have Received This Email

On Mon, Aug 26, 2019 at 2:32 PM Corinne Ferguson <[corinne@townofpaonia.com](mailto:corinne@townofpaonia.com)> wrote:

*Good afternoon Don,*

16. *Mr Stewart believes the item should go before the Board. Can this wait for approval until September 10<sup>th</sup> or do you need it to go to the Board tomorrow? I will need to know ASAP if we are modifying the agenda for tomorrow.*

*J. Corinne Ferguson*

*Town Clerk -*

*Public Information Officer*

*Town of Paonia*

[corinne@townofpaonia.com](mailto:corinne@townofpaonia.com)

*"The things that make me different are the things that make me." – Winnie the Pooh*

*Please consider the environment before printing this e-mail.*

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

**From:** Don Grant <[board@bluesage.org](mailto:board@bluesage.org)>  
**Sent:** Monday, August 26, 2019 10:20 AM  
**To:** Corinne Ferguson <[corinne@townofpaonia.com](mailto:corinne@townofpaonia.com)>  
**Cc:** Steve Harper <[hotchlaw@gmail.com](mailto:hotchlaw@gmail.com)>  
**Subject:** Original photo of bank building

Hello Corrine,

Thanks for taking my call today.

We would like to get this "easement" issue taken care of as soon as is reasonably possible.

16.

Let a request from History Colorado/State Historic Fund today inquiring as to what progress we are making on this table "E".

Please find attached a photo of the building, from our archives, depicting what the building will look like, upon completion of our Restoration and Renovation.

We will only be restoring the stonework and columns to their original look and condition. We do not plan to add the awning at this time, but may consider it in the future.

The handicap ramp will remain in place as an essential access to the Blue Sage Center.

If you have any questions or concerns, please let either Steve Harper or me know and we will do what we can to help facilitate this process.

Regards,

Don Grant(President of the Board)



Please Advise That You Have Received This Email



	Blue Sage Center of the Arts – Request for Partnership for 2020 StoryFest		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

**TOWN OF PAONIA**  
**REQUEST TO BE PLACED ON AGENDA**

PO Box 460  
Paonia, CO  
81428  
970/527-4101  
[paonia@townofpaonia.com](mailto:paonia@townofpaonia.com)

Here are things you need to know:

- You must contact the Town Clerk prior to coming to Board. Quite often the issue can be resolved by staff action.
- No charges or complaints against *individual* employees should be made. Such charges or complaints should be sent to the employee's Department Head in writing with your signature.
- Remarks that discriminate against anyone or adversely reflect upon the race, color, ancestry, religious creed, national origin, political affiliation, disability, sex, or marital status of any person are *out of order* and may end the speaker's privilege to address the Board.
- Defamatory, abusive remarks or profanity are *out of order* and will not be tolerated.

Please complete the following information and return this form no later than the Tuesday prior to the Board meeting to the above address or bring it to the Town Hall at 214 Grand Avenue. Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m. Regular Board meetings are scheduled for the second and fourth Tuesdays of each month.

Name of person making presentation: Debra Muzikar

Organization, if speaking on behalf of a group: Blue Sage Center for the Arts

Is this a request for Board action?      Yes    No

Please provide a summary of your comments:

Please see attached letter

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

Amanda

Contact information:

Name: Debra Muzikar Blue Sage

Mailing Address: PO 700  
Paonia CO 81428

75 Email: director@bluesage.org  
Phone: 527-7243



226-228 Grand Avenue  
 PO Box 700  
 Paonia, Colorado 81428  
 (970) 527-7243  
 www.BlueSage.org

8/30/2019

Dear Town of Paonia,

The Blue Sage Center for the Arts would like to invite you to partner with us for our 2020 StoryFest—the first incarnation of the North Fork’s new annual literary symposium. The event, planned for June 26 & 27, will celebrate the written word with stories and the history of the North Fork Valley, through workshops, speakers, panel discussions, readings and performances. This first year we’ll be focusing on who we are as a community and how we came to this special place, as well as the things we do to survive and flourish.

This year’s inaugural StoryFest will lead into the Smithsonian Museum’s exhibit *Crossroads: Changes in Rural America* which is coming to Paonia in January 2021. This Museum on Main Street exhibition is traveling to 30 states.

As a partner you would be advertised as such, not only for the 2020 StoryFest but also for the Smithsonian Exhibition. In return we ask that we be able to use your meeting room as one of our venues on June 27, 2020.

Of course, this event is dependent on grant money, making buy-in from local organizations paramount. I hope you can see the benefits of this partnership to both the Blue Sage and WSCC. Among the outcomes we foresee are increased tourism and also a ‘coming together’ of our diverse local population through a better understanding of our Valley’s past and shared future.

If you have any question please do not hesitate to contact me. I will need to have signed Memorandums of Understanding (MOU) from each partner by September 7<sup>th</sup>.

Thank you for your time,

A handwritten signature in black ink that reads "Debra Muzikar". The signature is fluid and cursive, with a large initial 'D' and 'M'.

Debra Muzikar  
 Executive Director

# BLUE SAGE CENTER FOR THE ARTS STORYFEST PARTNERSHIP AGREEMENT

## BLUE SAGE CONTACT INFORMATION

Contact Name: Debra Musikar  
Company Name: BLUE SAGE CENTER FOR THE ARTS  
Address: 226-228 GRAND AVE./ P.O. BOX 700  
City: PAONIA State: CO Zip: 81428  
Phone: (970) 527-7243  
E-mail Address: director@bluesage.org

## PARTNER CONTACT INFORMATION

Contact Name: Town of Paonia  
Address: 214 Grand Avenue  
City: Paonia State: CO Zip: 81428  
Phone: 527.4101  
E-mail Address:

## EVENT INFORMATION

Venue Name: BLUE SAGE CURTIS HALL  
Address: 228 GRAND AVE, PAONIA, CO 81428  
Venue Name: PARADISE THEATER  
Address: 215 GRAND AVE, PAONIA, CO 81428  
Venue Name: Paonia Town Hall  
Address: 214 GRAND AVE, PAONIA, CO 81428

## PARTNERSHIP DETAILS

Event Name: STORYFEST  
Event Date(s) & Time(s): June 26 & 27, Time TBD  
What Partner will do: Allow use of Paonia Town Hall all day on June 27, 2020  
What Blue Sage will do: Highlight your participation in all marketing efforts and events for StoryFest and the Smithsonian exhibit

## PARTNER IN-KIND OR MONETARY PARTICIPATION AMOUNT

### BLUE SAGE CENTER FOR THE ARTS

  
By: Name and Title

  
Signature  
8/30/19  
Date

### PARTNERING ORGANIZATION

\_\_\_\_\_  
By: Name and Title

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

	Citizen's For a Healthy Community – North Fork Mancos Master Development Plan Review and Consideration to Submit an Objection		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

18. Comment Number	Commenter	Resource	Comment	Agency Response
			would stress the need for adequate measures in the EA to curb any degradation to the soils and run off or dust related issues tied to operations during normal and heavy weather conditions.	facilities and from wind and water erosion; minimize soil compaction by prohibiting motorized activity outside approved disturbance areas; avoid or minimize and promptly control and remediate spills of hazardous materials; promptly reclaim temporarily disturbed areas; and monitor and control weed infestations. Control of fugitive dust from temporarily disturbed areas and unpaved road surfaces is also a requirement as described in the Final EA and COAs.
LA_1_6 Prelim EA	Delta County	Socioeconomic Cultural Resources	While recognizing the socio-economic benefit of energy development to our Nation and communities, it is also understood that such development impacts other important economic sectors in communities, e.g. recreation and tourism, etc. All such impacts should be addressed.	Potential impacts to other important economic sectors in the communities are addressed in Section 3.13 (Socioeconomics) of the Final EA.
LA_1_7 Prelim EA	Delta County	Proposed Action	The EA does address abandonment and timing, however Delta County believes that the final abandonment of the wells and reclamation be done in a timely manner. The EA lists one year for the final abandonment and that is reasonable, however Delta County believes that follow-up needs to occur to ensure that timelines are met.	Comment noted. Prompt and effective plugging and abandonment of wells no longer economically viable is a normal component of Federal oil and gas projects.
LA_1_8 Prelim EA	Delta County	General	The BOCC appreciates the opportunity to comment on the proposed NFMMDP and is supportive of this project moving forward while addressing the previously mentioned concerns and mitigation measures. The EA has exhaustively documented previously mentioned concerns Delta County has brought forward. The BOCC supports any master development plan that provides prior understanding of continuing oil and gas activities over well by well development that will continue to occur in this area. The BOCC emphasizes the recognition of offsite impacts and anticipated mitigation of any potential accumulative negative effects from development of this size is very important to those who have adjacent property or depend on and use the resources originating on the surrounding area.	Thank you for your comment.
LA_2_1	Town of Paonia	Cumulative	The Environmental Assessment only takes into	Cumulative impacts are addressed in Section 4 of the

18. <i>Comment Number</i>	<i>Commenter</i>	<i>Resource</i>	<i>Comment</i>	<i>Agency Response</i>
Rev Prelim EA			account the cumulative effect of the very limited number of wells in this portion of the development plan. It does not reflect the cumulative effect of the current wellhead development or the other identified wellhead development beyond this narrow plan. Cumulative impacts may be more difficult to assess if you include this and other oil and gas development, however the Board of Trustees feel that it is imperative that these impacts be identified. This initial 5 pads/35 wells are just a first phase of a larger potential 13 pad development, however the Board of Trustees feel that it is imperative that these impacts be identified.	Final EA. Note that the cumulative impacts specifically include the nearby Bull Mountain Unit MDP EIS and Dual Operator 5-Pad EA oil and gas projects. Cumulative impacts to air quality and climate are addressed in Section 4 and Appendix D of the Final EA. Cumulative air quality impacts include all other projects within the large modeling domain.  There is no proposal for a 13-well pad Phase 2 development by GELLC. Any future development is speculative at this time. See response to Comment "SA_1_10 Prelim EA" above.
LA_2_2 Rev Prelim EA	Town of Paonia	Water Resources	The Town does not believe that this water right has truly been secured. Per our conversations with the City of Delta no contract, agreement, or even price has been agreed upon between the City of Delta and Gunnison Energy.	GELLC is currently working with the City of Delta to secure its arrangement for purchase of the water.
LA_2_3 Rev Prelim EA	Town of Paonia	Water Resources	The Town is concerned about the impact on the Town of permanently withdrawing 2,335.5 acre-feet from the hydrologic cycle.	Section 3.19.1 of the Final EA is updated to analyze the quantity of surface water and tributary (shallow) groundwater required by the project in comparison to the annual yield of the North Fork Gunnison River. Figure 1 in Section 3.19.1 indicates that the proposed project use of surface water and tributary groundwater would be less than 1% of typical river flow from spring through summer, and about 5% of typical river flow from fall through winter. These numbers are in relation to flows as measured at the USGS stream gage at Somerset. Water withdrawals for drilling and completion would occur only during the 6-year development period.

18. <i>Comment Number</i>	<i>Commenter</i>	<i>Resource</i>	<i>Comment</i>	<i>Agency Response</i>
LA_2_4 Rev Prelim EA	Town of Paonia	Water Resources	<p>The Town is concerned about the importance of fully understanding all possible sources of water for this project.</p> <p>Where will the additional 368.5 acre-feet of water come from? How can the BLM properly analyze the impact of this water use if it does not know where the water will come from?</p> <p>Trucking this water along Hwy 133 would require nearly 12,000 truck trips, ten times what is currently being considered. Transporting it via pipeline would require the installation of many miles of temporary, aboveground pipeline in addition to what is contemplated in the REA.</p> <p>The BLM cannot consider development impacts that haven't been defined. That makes this application, and this REA, not only incomplete but premature. With this REA, the BLM and Gunnison Energy are gambling with the upper North Fork's water future, which is already in peril under the pressures of drought, climate change, and likely sacrifices to support Colorado's Drought Contingency, and Demand Management Plans. The scope of water use for this project alone is great enough to merit an Environmental Impact Statement to understand fully the long-term implications of this scale of water withdrawals.</p>	<p>GELLC has revised its proposal to a 6-year instead of a 4-year development. This revision avoids the need for the additional 368.5 acre-feet of water per year from an undefined source. The maximum number of wells drilled in any one year would be six, using one drilling rig. All water sources for completion of the wells in a given year are defined and analyzed in the Final EA.</p> <p>See response to Comment "LA_2_3 Rev Prelim EA" above regarding water quantity. Also see response to Comment "SA_2_2 Prelim EA" above regarding preparation of an EIS instead of an EA.</p>
LA_2_5 Rev Prelim EA	Town of Paonia	Water Resources	<p>Surface water is the lifeblood of the Western Slope, and indeed, the entire Colorado River Basin. This proposed development is at the headwaters of the entire basin, which provides domestic drinking water to a total of 40 million people. Immediately within the North Fork of the Gunnison watershed, even small impacts to water quality could have significant health and economic impacts. The North Fork Valley is noted for the quality of its produce, meats, and wines. The amount of water now scheduled to be diverted to oil/gas production creates a direct</p>	<p>See response to Comment "LA_2_3 Rev Prelim EA" above regarding water quantity.</p>

18. Comment Number	Commenter	Resource	Comment	Agency Response
LA_2_6 Rev Prelim EA	Town of Paonia	Wildlife	<p>threat to the North Fork’s agricultural industry.</p> <p>Of particular concern are impacts to mule deer, elk, Canada lynx, yellow-billed cuckoo, bald eagle, and greenback cutthroat trout. This 35 well project, coupled with the impacts of immediately surrounding energy development proposals, threaten this rare interconnected habitat and its wildlife. It is imperative that the BLM consider different alternatives (and fewer well pads) to fully explore alternatives that would decrease the negative impacts to wildlife- especially big game.</p>	<p>Sections 3.15 (Special Status Species) and 3.21 (Wildlife) of the Final EA address direct and indirect impacts to all of these species, with no significant adverse impacts anticipated. Also see Appendix E of the Final EA for documentation on informal consultation with the USFWS.</p>
LA_2_7 Rev Prelim EA	Town of Paonia	Wildlife	<p>The Draft EA considers very few protections in regards to wildlife and hunting. The proposed conditions of approval specifically ignores a request from CPW staff and an affected stakeholder to limit activity from August 15th to December 1st so as not to interfere with big game hunting.</p>	<p>See response to Comment “SA_1_1 Rev Prelim EA” regarding limiting activity from August 15<sup>th</sup> to December 1<sup>st</sup>.</p> <p>Also see response to Comment “SA_1_2 Rev Prelim EA” regarding COAs related to hunting. Also see Appendix B for a list of the COAs.</p>
LA_2_8 Rev Prelim EA	Town of Paonia	Access and Transportation	<p>The BLM must consider traffic impacts to the roadways, access routes, nearby residents, wildlife, and all communities that will be affected by this large oil and gas proposal. A single well can require thousands of truck trips on federal, state, and county roadways that were not designed for that size and frequency. Colorado Highway 133 already poses significant risk for travelers due to the narrow nature of the roadway, lack of shoulders, treacherous climate, geology, and isolated location.</p> <p>The Draft EA estimates that the development of a single well will require 1,920 vehicle trips and, at peak, 102 trips per day. The estimated 2.1 million pounds of sand per day, at peak, from the Elk Creek Mine load out will contribute to the congestion added to the local highway/road system. The safety and infrastructure impacts, including the degradation to our highways must be considered.</p> <p>The BLM does not adequately address the safety</p>	<p>Estimated traffic volumes associated with the project have been updated and are described in Appendix C (Transportation Plan) of the Final EA. Traffic impacts are analyzed in Section 3.1 of the Final EA.</p> <p>GELLC would comply with all project-specific traffic safety requirements identified by CDOT and the affected County road departments. These entities regulate commercial truck traffic weight and size and ensure safe turn-in and turn-out locations.</p> <p>Risks associated with geohazards, rockfalls, mudslides, and increased accident frequencies are speculative and not amenable to meaningful analysis. SH 133 is currently open to commercial traffic. These events could occur regardless of project activities.</p>

18. <i>Comment Number</i>	<i>Commenter</i>	<i>Resource</i>	<i>Comment</i>	<i>Agency Response</i>
			<p>concerns associated with such drastic increases in traffic. The REA relies on conditions of approval that require operators to follow all applicable traffic rules to mitigate any potential impact. The Hwy 133 corridor is already the second most dangerous route in the state of Colorado, as a result of the significant geohazards, rock falls, and mudslides that occur on a regular basis. Significantly increasing the amount of traffic in this corridor will likely increase accident rates and stress local emergency response teams, and adversely impact their ability to respond to other local emergencies.</p>	
<p>LA_2_9 Rev Prelim EA</p>	<p>Town of Paonia</p>	<p>Socioeconomic</p>	<p>Paonia is an agritourism hub. An extremely conservative estimate of agritourism’s economic impact to Delta County shows almost \$100,000 per year in tax revenue. Oil and gas development would also likely have a demonstrable impact on agritourism visits. If fewer people visit Paonia’s orchards and vineyards, due to traffic congestion, air/water pollution, and a perception that the North Fork Valley has been converted from an agriculture base economy to an oil/gas economy because of large-scale increases in oil and gas development nearby, the Town could lose a substantial revenue stream.</p> <p>Paonia has worked for years to transition its economy away from dependence on extractive industries. Studies like North Fork 2020 and Heart and Soul project describe arts, education, sustainable agriculture, agritourism, and recreation as the future of Paonia. Large-scale oil and gas development in our watershed is inconsistent with such a vision.</p>	<p>Comment noted. See Section 3.13 (Socioeconomics) of the Final EA.</p>
<p>LA_2_10 Rev Prelim EA</p>	<p>Town of Paonia</p>	<p>Cumulative</p>	<p>We believe that the Revised EA is inadequate in addressing the cumulative impacts on energy development in this fragile area. Given the recent approval of the 146-well Bull Mountain Master Development Plan, a potential second phase of the NFMMDP, and the extent of the existing natural gas infrastructure, and unregulated</p>	<p>Section 4 of the Final EA (Cumulative Impacts) includes an expanded discussion of cumulative habitat impacts of the NFMMPD in combination with existing and reasonably foreseeable future projects—specifically including the Bull Mountain Unit MDP EIS and Dual Operator 5-Pad EA—in relation to CPW’s GMU 521. Also see Section 1.7.2 (Issues) of the Final EA which</p>

18. <i>Comment Number</i>	<i>Commenter</i>	<i>Resource</i>	<i>Comment</i>	<i>Agency Response</i>
			<p>pipelines and the number of oil and gas industry exemptions from environmental laws and regulations, an Environmental Impact Statement is necessary to properly analyze the potential cumulative impacts to and the carrying capacity of the region. In addition, a moratorium on new development during an ongoing Resource Management Plan (RMP) revision process is required under the National Environmental Policy Act. The BLM is currently revising its Resource Management Plan for the Uncompahgre Planning Area, and the US Forest Service is currently undergoing a Forest Revision Plan. The project area in question was leased under an outdated RMP and moving forward with development would prejudice the RMP revision process and would significantly impact the environment.</p>	<p>includes a discussion regarding “Preparation of an EA Instead of an EIS.”</p> <p>The Town correctly notes that the affected leases are existing leases, not new leases, and therefore not subject to some restrictions under the new RMP. However, the BLM considers protections under newer RMPs as indicating additional protections to be added as COAs where appropriate and to the extent possible under its regulatory authority. Also see Section 1.7.2 (Issues) of the Final EA which includes a discussion regarding “Reliance on the Current UFO RMP Instead of Awaiting a New RMP.”</p>
LA_2_1 Prelim EA	Town of Paonia	Cumulative	<p>The Environmental Assessment only takes into account the cumulative effect of the very limited number of wells in this portion of the development plan. It does not reflect the cumulative effect of the current wellhead development or other identified wellhead development beyond this narrow plan.</p>	<p>Section 4 (Cumulative Impacts) and Table A-21 in Appendix A of the Final EA address cumulative impacts of relevant past, present, and reasonably foreseeable projects. As stated in Section 4 of the Final EA, past, present, and reasonably foreseeable impacts are considered.</p>
LA_2_2 Prelim EA	Town of Paonia	Water Resources	<p>We strongly encourage the setbacks to be greater, of at least 1/4 mile and ideally 1/2 mile.</p>	<p>The existing leases do not contain these stipulations, but BLM can require relocation of projects by up to 200 meters where needed, or more if supported by appropriate analysis. The Final EA incorporates setbacks that are practicable, and supported by BLM/Forest Service analysis in relation to protection of surface water and associated resources (e.g., wetlands).</p>
LA_2_3 Prelim EA	Town of Paonia	Water Resources	<p>Sediment potential impacts must be better avoided with greater mitigation requirements for all future oil and gas development within the upper North Fork watershed.</p>	<p>The EA describes measures to reduce soil erosion and sediment transport at various places, such as in Section 3.14 (Soils), Section 3.15 (Special Status Species), Section 3.19 (Water Resources), and Section 3.21 (Wildlife) of the Final EA. Examples include measures to avoid locating surface facilities on steep slopes, minimizing well pad size and the number of new access roads, promptly revegetating temporarily disturbed areas, and designing well pads and roads to control stormwater runoff.</p>

18. <i>Comment Number</i>	<i>Commenter</i>	<i>Resource</i>	<i>Comment</i>	<i>Agency Response</i>
LA_2_4 Prelim EA	Town of Paonia	Water Resources	As the climate of southwest Colorado becomes increasingly arid, the Town of Paonia respectfully requests that the BLM consider the impact of permanent withdrawal of water resources from this fragile and economically vital water system.	Potential impacts to water resources are provided in Section 3.19 of the Final EA. The methods of drilling and completions largely drive water use. As described in the Proposed Action, GELLC proposes to use non-tributary coalbed water and recycled water to a large extent, greatly reducing impacts of water withdrawals. In addition, the BLM has and would continue to work with GELLC to minimize potential impacts associated with the location and manner of water withdrawal from surface sources. The Colorado Division of Water Resources is responsible for approval of water use.
LA_2_5 Prelim EA	Town of Paonia	Air Quality	The EA relies on climate and weather data from Redstone, CO. This is an inadequate data point for the NFMMDP and any analysis of climate and weather impacts from the proposed action. Redstone may be geographically near the development location, but it lies east of a high ridge and has a very distinct climate from the NFMMDP project area. The BLM must consider more relevant climate data in its analysis.	The Redstone meteorological station provides temperature and precipitation data for a 15-year period. These are the closest, most representative data available for describing climate conditions in the project area and are adequate for that purpose. The Redstone station is at a similar elevation to that of the project area. These data were not used to estimate impacts from the project because the Redstone site does not collect the data required for air quality modeling analysis. Surface meteorological data collected at the Aspen-Pitkin County airport along with concurrent twice daily upper air meteorological data collected at the Grand Junction airport were used for the analysis. BLM Colorado began operation of a monitoring station at the Paonia High School in April 2018 to collect meteorological and air quality data. This monitoring station could collect meteorological data that more closely resemble those of the project area; however, the Redstone station provides data for a longer period of record, which is necessary for the meteorological analysis in the EA.
LA_2_6 Prelim EA	Town of Paonia	Air Quality	In addition, by the BLM's own monitoring, Bull Mountain already exceeds the EPA's ozone threshold. Increased ozone has been correlated with reduced vegetative growth and human health impacts.	Over the past few years, ozone monitoring sites in western Colorado have recorded ozone concentrations above the NAAQS level (0.070 ppm) over an averaging time (8 hours) but below the NAAQS form (annual fourth-highest daily maximum 8-hour concentration, averaged over 3 years). An ozone NAAQS exceedance occurs when the NAAQS level, averaging time, and form are exceeded. As such, all of western Colorado complies with the NAAQS. Air quality modeling performed by the BLM (CARMMS analysis) using year 2011 emissions data has indicated that areas within and

18. <i>Comment Number</i>	<i>Commenter</i>	<i>Resource</i>	<i>Comment</i>	<i>Agency Response</i>
				near the Bull Mountain and NFMMDP project areas could exceed the ozone NAAQS level. For comparison, future year modeling using estimated future year 2025 emissions data (including the Bull Mountain and NFMMDP projects) indicates that ozone concentrations will be lower and the areas that could exceed the ozone NAAQS level will reduce.
LA_2_7 Prelim EA	Town of Paonia	Wildlife	It is imperative that the BLM consider different alternatives (and fewer well pads) to fully explore alternatives that would decrease the negative impacts to wildlife. The state currently does not possess adequate data on elk and mule deer populations in the area of the proposed development, and local CPW staff indicate that recent elk population numbers in the area have been in steep decline over the last few years.	The small number of pads, each of which would support multiple long-reach horizontal wells, represents a low density for the amount of resource development anticipated. This low density, the very minor increase in road length and density (see response to Comment “SA_1_1 Prelim EA”, and Timing Limitations to prohibit construction, drilling, and completion activities during the period of big game winter use are believed by the BLM/Forest Service to provide needed protections for these species and their habitats.
LA_2_8 Prelim EA	Town of Paonia	Farmland	The BLM must consider impacts to farmland, including both direct effects, e.g., direct surface-disturbance from roads and well pads, and indirect or cumulative effects, e.g., the effects of air pollution, water shortages, decreases in irrigation water quality or quantity, e.g. impact of the NFMMDP and surrounding development on irrigation and other agriculture, or climate change. In particular, the BLM must consider prime and unique farmlands.	The project would not affect prime or unique farmlands. Some lands along the floor of the North Fork Valley and tributaries, including parts of the project area, are classified as prime or unique farmlands, defined on the basis of suitable soil, moisture, and length of growing season. This classification is irrespective of whether the lands are or were historically used for agriculture. Such lands within the project area are mostly not under agriculture or used for the production of hay, and none of these areas would be affected. The extensive, high-quality agricultural lands near and west of Paonia are remote from the project area. These agricultural lands are not expected to be affected, either directly or indirectly, through potential impacts to soils, water quality and quantity, air quality/climate, or the use, storage, or handling of hazardous materials.  Potential impacts to water resources are discussed in Section 3.19 of the Final EA, and potential impacts to air quality are discussed in Section 3.2 and Appendix D of the Final EA. The Proposed Action (Section 2.2 of the Final EA) presents information on the relatively small amount of short-term and long-term surface disturbance. The BLM does not anticipate project-related water shortages and related impacts that would

18. Comment Number	Commenter	Resource	Comment	Agency Response
				affect the Town, its public water supplies, or availability of water for irrigation.
LA_2_9 Prelim EA	Town of Paonia	Access and Transportation	The BLM must consider traffic impacts to the roadways, access routes, nearby residents, wildlife, and all communities that will be affected by this large oil and gas proposal.	Potential traffic impacts are addressed in Section 3.1 (Access and Transportation) of the Final EA. See also Appendix C (Transportation Plan) of the Final EA for a description of anticipated traffic levels.
LA_2_10 Prelim EA	Town of Paonia	Water Resources	Well pad siting and the direction of the lateral wells should be carefully reviewed by the BLM with data specific to the hydrological flows within the proposal area.	The specific orientation of lateral segments is driven by subsurface geology, but for every APD, the BLM's petroleum engineers and fluid minerals geologist evaluate the relationship of vertical, directional, or horizontal well bores to freshwater or other usable aquifers, domestic wells, and surface waters. Based on this evaluation, depth of surface casing and cementing of specific subsurface zones is required by the BLM to isolate the aquifers from the well bore.
LA_2_11 Prelim EA	Town of Paonia	Emergency Management	The Town would request that the BLM address how natural gas development in this remote area would be covered by local emergency services such as volunteer fire, EMS, and rescue groups.	GELLC has prepared and will follow a Spill Prevention, Control and Countermeasure (SPCC) Plan (April 2019) and a Fire/Emergency/Health and Safety Plan (November 2018). Spill response and reporting procedures are described in these documents.
LA_2_12 Prelim EA	Town of Paonia	Public Health	Given the proximity of this development to Paonia and the potential for negative impacts to human health, the Town would ask the BLM to conduct a Health Impact Assessment as part of their Environmental Impact Statement.	See response to Comment "SA_2_1 Prelim EA" above.
LA_2_13 Prelim EA	Town of Paonia	Process	Given the recent approval of the 146-well Bull Mountain Master Development Plan, a potential second phase of the NFMMDP, and the extent of the existing natural gas infrastructure, and unregulated pipelines and the number of oil and gas industry exemptions from environmental laws and regulations, an Environmental Impact Statement is necessary to properly analyze the potential cumulative impacts to and the carrying capacity of the region.	Section 1.7.2 (Issues) of the Final EA discusses "Preparation of an EA Instead of an EIS." As described in that section, the BLM and Forest Service have received no proposal for subsequent development. Although such development is not unlikely, the lack of specificity regarding location, timing, duration, scale, intensity, and method of development is currently unknown and thus too speculative for meaningful analysis. Moreover, the scale of the NFMMDP is small, would occur within an area designated as open for oil and gas leasing and development and within multiple Federal oil and gas units, does not represent a new or unique type of activity, and would not be expected to result in uncertain types or levels of impacts. The Final EA did not identify significant impacts. A subsection titled "Transport of Natural Gas and Liquid Condensate through Gas Gathering Pipelines" was added to Section

18. Comment Number	Commenter	Resource	Comment	Agency Response
				3.18. Gas gathering lines associated with the NFMMDP would be either new lines built and monitored to current standards, or existing lines to be inspected, monitored, and maintained by GELLC as per State requirements.
LA_2_14 Prelim EA	Town of Paonia		A moratorium on new development during an ongoing Resource Management Plan (RMP) revision process is required under the National Environmental Policy Act. Moving forward with development would prejudice the RMP revision process and would significantly impact the environment.	See Section 1.7.2 (Issues) of the Final EA which discusses "Reliance on the Current UFO RMP Instead of Awaiting a New RMP."
LA_3_1 Rev Prelim EA	Gunnison County	Proposed Action	Because significant consequences cascade from the change to the slickwater method, a preliminary issue that requires further analysis, beyond what is in the Draft EA, is whether the original nitrogen foam/gel method remains available as an alternative to be considered.	The BLM and Forest Service NEPA processes do not require analysis of unfeasible projects, and GELLC has explained (as documented in the EA) why this method is unfeasible for the NFMMDP.
LA_3_2 Rev Prelim EA	Gunnison County	Proposed Action	Gunnison County is significantly concerned that the proposal was not analyzed regarding the entirety of the project over its full 30-year operational lifespan, together with both the "assimilative capacity" and "carrying capacity" of the North Fork of the Gunnison River area. Such analyses must include not only the subject proposal but also the subject proposal superimposed on existing projects and reasonably anticipated project.	<p>The BLM is unaware of a reliable method for determining the assimilative capacity or carrying capacity of an area, either currently or, especially how those metrics may change through time due to effects unrelated to oil and gas development or other activities such as those related to residential and commercial growth, agriculture, grazing, recreation and other tourism, natural or human-caused wildland fires, and climatological cycles or trends, particularly those related to precipitation amount and seasonal distribution. Another unknown is the extent to which different management practices, and changes in human uses of an area as the ratio of developed to undeveloped lands changes.</p> <p>The purpose of a cumulative impact analysis is to address this topic at a less hypothetical scale by placing project impacts in context with past, present, and reasonably foreseeable future projects. At some point, if any type of change in land use were to be large enough, it would be expected that the cumulative impacts would rise to the level of significance for one or more resources. As described in Section 4.1 of the Final EA (Cumulative Impacts), however, the analysis for the NFMMDP project in relation to a surrounding 10-mile</p>



September 6, 2019

Board of Trustees for the Town of Paonia  
P.O. Box 460  
214 Grand Avenue  
Paonia, CO 81428

Dear Trustees for the Town of Paonia,

What is the NFMMDP?

The NFMMDP is a proposal by Gunnison Energy LLC to drill and frack 35 wells on 5 wellpads roughly 12 miles northeast of Paonia. The five wellpads include 2 existing wellpads (one of which will be expanded) and 3 new wellpads. The project involves a complex mix of federal and private surface, and federal and private minerals.

Status of the Project?

- BLM
  - Final approval of the BLM/Private portions of plan
  - No approved APDs associated
- USFS
  - Draft approval pending objection period
- COGCC
  - 1 Iron Point APD pending (Delta County)
  - 5 Trail Gulch APDs pending (Gunnison County)
- County
  - Delta County's currently has one pending permit for the Iron Point wellpad, though recent actions by the Delta County Commissioners regarding the repeal of county oil and gas regulations makes it difficult to know the status of that application.
  - Gunnison County Trail Gulch permits proceeding normally.

USFS Objection Period

The US Forest Service has issued a draft approval and Draft Surface Use Plans of Operations (SUPOs) for the Forest Service managed lands in the project. This includes the expanded wellpad and the three new wellpads. It does NOT include the Iron Point

wellpad. The Forest Service is also only responsible for addressing impacts to surface resources

Objections must address issues raised in previous comments. See the table below for a breakdown of the comments the Town has previously submitted, and how the BLM and USFS have responded to them.

<b>Town of Paonia Issue Raised</b>	<b>US Forest Service/BLM Response</b>	<b>Analysis</b>
<p>Cumulative Impacts of reasonably foreseeable development associated with this project – the 13-pad development that was originally proposed.</p>	<p>BLM and USFS continue to insist that the 13 pad project is too speculative, that any development beyond this current 5-well project would be dependent on the results of this project. The agencies refuse to address what they feel are speculative developments.</p> <p>The agencies do address the Bull Mountain MDP and the 5 pad EA in their cumulative impact discussion for big game and hunting resources.</p>	<p>The 13 wellpad project is not as speculative as the agencies insist. The operator has plans in place for its development, and if natural gas is found in economically viable quantities, they will likely proceed with that project. The agencies have everything they need to know already to assess the impacts of this full project. Delay only serves to make the projects look smaller and less impactful.</p> <p>The BLM’s reliance on timing limitations does not address</p>
<p>Increased water withdrawal associated with change in fracking process – generally</p>	<p>The agencies state that the operator is still working with the City of Delta to secure rights to necessary water, and that the extension of the project timeframe from 4 years to 6 will eliminate the need for additional, unsecured water. Additionally, the agencies state that the</p>	<p>The agencies have not done a cumulative assessment of all water used by oil and gas development in the watershed. This one project, drilling roughly 6 wells per year meets or exceeds the USFWS Biological Opinion’s limits on tributary water use. The Agencies have</p>

	<p>water needed for this project is less than 1% of typical stream flow from spring through summer, so the impact will be minor.</p>	<p>not considered other operations by this company or others in their assessment that surface water will not be impacted. See Table 3 in the final EA. The only water use outline in the “cumulative” use table is from this project. They also state that we would only have to worry about water withdrawals during the 6 years of active development. This does not address that fact that this project will permanently remove 2,335.5 acre-feet of water from the hydrological cycle, which is what the Town was concerned about in its original comments.</p>
<p>Stress of increased water withdrawal on Town water supplies and other infrastructure the Town and its residents rely on</p>	<p>None, really</p>	<p>Agencies note this comment and discuss the impact of this project on socioeconomic issues in the area. The Agencies do not agree with the Town’s concerns about impact to Town revenue or the local economy.</p>
<p>Stress of increased water withdrawal on streams, and potential impact on recreation resources</p>	<p>Agencies anticipate no adverse impact to any listed species as a result of this project</p>	<p>The Agencies were only able to reach that conclusion by failing to consider the cumulative water use by oil and gas operators in the watershed. While the agencies pay lip service to cumulative impacts to wildlife in general, the agencies failure to</p>

		consider the full spectrum of water withdrawals from the North Fork of the Gunnison and its tributaries makes their determination on no adverse impact questionable at best.
Lack of consideration given to cumulative water withdrawals in the area.	See above	See above
Issues associated with the source of water to be used for this project, generally	The operator has extended the timeframe of the project from 4 to 6 years to avoid needing additional, currently unsecured water	This does not address the issues with currently secured water sources, as discussed above and below
Issues associated with trucking additional water from the City of Delta	Agency describes traffic associated with this in Appendix C, but anticipates roughly 2,000 vehicle roundtrips for a single well. Agency will compel operators to comply with existing laws to avoid accidents. The highway is open for commercial business, so no additional analysis is needed.	Simply relying on existing laws, such as speed limits, does not address the Town's concerns. The Agencies also fail to address the Towns concerns about existing geohazards and the potential for serious accidents and spills that could result. Agencies also fail to address the potential for induced seismicity and subsidence associated with this project and other in the area to cause significant impacts to infrastructure the Town relies on. The Agencies do not think that the potential for rockfalls and mudslides is worth of consideration, and since

		this highway is open for commercial business, they do not anticipate any adverse impacts.
Issues associated with using produced or recycled water for this project, and the impact on surface water resources	Agencies consider produced water from coalbed methane wells to be “non-tributary.”	The agencies do not give adequate, or really any consideration to the connection between produced water from nearby Coalbed methane wells and surface water. Produced water from CBM wells is considered “non-tributary by the agency and does not count against the total allowed by the biological opinion. This is despite numerous studies showing a direct connection between CBM water removal and impacts to surface water.
Surface water impacts and sediment (setbacks from surface water)	The agencies believe that with the 200 meter relocation authority they have, they can limit the potential for surface water impacts.	Relying on mitigation measures from the get go basically assures that runoff and sediment buildup will increase as a result of this project.
Wildlife and recreation impacts	The agencies refer to the project as “low-density”, and use timing limitations to protect wildlife resources in the project area.	The agencies do not address comments raised by the Town pointing to declines in elk population in the project, or the Town’s echoing of CPW’s concerns about wildlife impacts. Timing limitations are not good enough to prevent adverse impacts to vital resources in the project area. “Low density” does not mean no impact.
Traffic	Traffic Addressed above	Traffic Addressed above

impacts/transportation	Transportation includes transportation of natural gas through gathering lines. Agencies say that gathering lines are regulated by the state, so not their concern.	The state of Colorado essentially does not regulate gathering lines in rural areas. For instance there are no inspection records from the PUC regarding inspection of any gathering pipeline in the North Fork Valley.
Impacts to Town Revenue and Local Economy	Agency does not see adverse impacts to agricultural economy either directly or indirectly from this project.	See comments from ag community and ditch companies...
Emergency Management	The agencies will require the operator to implement its Spill Prevention Control and Countermeasure Plan	This plan hasn't been made available in the EA, as far as I can tell
Air quality impacts	Agency admits that areas on the west slope exceed some National Ambient Air Quality Standards (NAAQS) for some 8-hour averages, but not enough to be considered out of attainment.	If the project is already at or exceeding the emissions threshold for ozone, the agency needs to seriously consider whether approving actions that will result in increased GHG and ozone emissions in the same area. This is especially true when the project is next door to the largest single source of industrial greenhouse gas emissions in the state - the west elk mine. There is also very little wintertime monitoring of ozone levels in the project area.
Health Impacts	Agencies address health concerns through	BLM will not conduct a health impact

	mitigating air and water quality impacts.	assessment, and as such cannot determine the potential for this project to adversely impact the health of residents.
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We do not believe that the BLM and Forest Service have adequately responded to ANY of the issues the Town has raised regarding the NFMMDP, and should be objected to most strenuously. The issues discussed above should form the basis of that objection. Please also see the attached documents, including an excerpt from Appendix E of the Final Environmental Assessment with the Town of Paonia’s comments summarized along with the Agencies’ responses. The table above is an attempt to summarize these issues and responses.

Sincerely,

Andrew Forkes-Gudmundson



# Surface Use Plan of Operations Approvals Associated with North Fork Mancos Master Development Plan for Oil and Gas Exploration and Development Decision Notice

U.S. Forest Service  
Paonia Ranger District  
Grand Mesa, Uncompahgre and Gunnison National Forests  
Delta and Gunnison Counties, Colorado

## *INTRODUCTION*

The analysis in *North Fork Mancos Master Development Plan for Oil and Gas Exploration and Development Final Environmental Assessment* (NFMMDP FEA) is a coordinated effort between the Grand Mesa, Uncompahgre and Gunnison National Forests (GMUG) Paonia Ranger District and the Bureau of Land Management's Colorado River Valley and Uncompahgre Field Offices. The agencies have prepared this FEA to analyze and disclose the environmental effects to the surrounding physical and natural resources from Gunnison Energy LLC (GELLC) proposing to drill, complete, and operate up to 35 horizontal wells from: one expanded well pad (Federal 1090 #30), three new well pads (Federal 1190 #20, Federal 1190 #29, and Deadman Gulch Unit [DGU] 1289 #20-23), and one existing well pad (Iron Point Unit [IPU] 1291 #13-24). Associated access roads and gathering pipelines would also be constructed and existing support facilities would be used (Hotchkiss Water Storage Facility, IPU 1291 #13-24 Support Pad, and DGU 1289 #20-12 well pad). Development is proposed to occur over a 6-year period.

## *PURPOSE AND NEED*

The purpose of the Proposed Action is to provide GELLC the opportunity to develop oil and gas resources consistent with their Federal oil and gas leases in an environmentally responsible manner. The purpose of the agencies' actions is to facilitate production of energy resources and allow GELLC to exercise lease rights and perform operations consisting of constructing well pads and access roads, installing pipelines, and drilling, completing, and operating wells.

The BLM and the Forest Service need to respond to the proposal by GELLC to drill and complete up to 35 wells collocated on five well pads for exploration and production of Federal mineral estate subject to Federal oil and gas leases through the consideration of Applications for Permit to Drill (APDs) and Surface Use Plans of Operation (SUPOs) submitted by GELLC. The GMUG also needs to respond to requests by GELLC to use off-lease access routes across National Forest System (NFS) lands in connection with proposed development activities on nearby private lands. The need for agency action is established by the BLM's and Forest Service's respective responsibilities under NEPA, the Federal Land Policy and Management Act (FLPMA) of 1976, the Mineral Leasing Act of 1920 (MLA), as amended, the Federal Onshore Oil and Gas Leasing Reform Act of 1987, the Surface Operating Standards and Guidelines for Oil and Gas Exploration and Development (BLM and Forest Service 2007).

## DECISION

The NFMMDP FEA documents the environmental analysis and conclusions upon which this decision is based.

Based upon my review of analysis contained in the NFMMDP FEA and appendices, project file and technical reports, as Forest Supervisor of the Grand Mesa, Uncompahgre and Gunnison National Forests, I have decided to approve the proposed action as described in the NFMMDP FEA related to Forest Service authority. My decision will approve SUPOs for NFS lands well pads on existing leases consistent with the analysis in the NFMMDP FEA in the following locations: Federal 1090 #30, T10S, R90W, Section 30, SWSE, 6th PM (expand existing pad); Federal 1190 #20, T11S, R90W, Section 20, NESE, 6th PM (new well pad); Federal 1190 #29, T11S, R90W, Section 29, NWSE, 6th PM (new well pad). In addition to the wellpads above, my decision specifically includes the following on NFS lands:

- Approves approximately 0.3 mile of existing Sheep Gas Gathering Pipeline reroute around Federal 1190#20 well pad.
- Approves approximately 1.1 miles of access road and approximately 0.4 miles of gas gathering lines associated with the Federal 1190 #29 location.
- Approves approximately 2.3 miles of access road (Option 2) and, if feasible (see Reasons for Decision), 92 feet of access road (Option 1) and approximately 0.2 miles of gas gathering lines to the Federal 1190#20 well pad.
- Approves approximately 0.08 miles of gas gathering line associated with the Federal 1090 #30.
- Approves approximately 0.1 miles of access/pipelines from an existing well pad on NFS lands to the DGU 1289#20-23 location on private land.
- Approves SUPOs that may be submitted as part of APDs for specific locations described above.
- Requires the inclusion of all lease stipulations (except as noted in next bullet), applicable best management practices or design features as described in the Proposed Action and requires adherence with Conditions of Approval as defined in Appendix B of the NFMMDP FEA.
- Grants an exception to lease stipulation for the Federal 1190#20 location for the small pond and the ephemeral/intermittent stream (see discussion NFMMDP FEA pp. 83 and 86).
- Approves Special Use Authorizations (SUAs) for pipelines for APD elements on NFS lands for any of the locations identified in the EA that are not authorized under the Mineral Leasing Act such as produced waterlines.
- Requires GELLC to obtain Road Use Permits (RUPs) for use of National Forest System Roads (NFSRs) from the Paonia District Ranger used in conjunction with the pads described in the EA.

- Adds clarification to Condition of Approval (NFMMDP FEA, Appendix B) described as *Big Game Winter Range Timing Limitation*. *To minimize impacts to wintering big game, no construction, drilling, or completion activities shall occur during a Timing Limitation (TL) period from December 1 through April 30 annually. Requests for exceptions shall be submitted to the BLM and Forest Service on a Sundry Notice describing the location to which the exception would apply if granted (including a location map), the reason for the request, the dates for which the exception is requested, the type of activity planned, and whether the work would be limited to daylight hours. After an initial internal evaluation, the BLM/Forest Service may deny the request, or consider it further in collaboration with Colorado Parks and Wildlife. Exceptions may only be authorized after coordination with CPW and determination that big game are not present in the area of operations.*

My decision allows the BLM Uncompahgre Field Office Manager, who is the responsible official for the BLM, to approve or deny APDs, when received, on NFS lands associated with the above referenced locations.

#### *DECISION RATIONALE*

I have considered the opportunity to achieve more-efficient management of federal resources by jointly working with BLM on the approval of these SUPOs/APDs. I have considered the needs of State and local residents and their economies, maintained multiple-use values, implemented Forest Plan direction while accommodating development of existing leases. Below is a summary of specific public interest considerations affected by my decision.

#### *RELATIONSHIP TO BULL MOUNTAIN UNIT MDP AND "5 PAD" APPROVALS AND OTHER PROPOSALS*

The Bull Mountain Unit is located on BLM and private lands outside of the forest boundary and is operated by SG Interests. The 5 Pad decision covers the operations of GELLC and SG Interests. The Huntsman Unit, Deadman Unit and Somerset Unit proposals are awaiting additional information or consultation before they will be ready to be analyzed. The wells and pads analyzed in the NFMMDP FEA do not rely on the Bull Mountain Unit MDP or 5 Pad approvals which are currently in litigation, or the Huntsman Unit APD, Deadman Unit APD or Somerset Unit APDs, proposals or any of their proposed infrastructure or access. Production facilities (i.e., pipelines) that would be used are largely existing and are in close proximity to these proposed well pads. However, these other projects were considered in cumulative effects analysis for applicable resources such as air quality and big game where spatial and temporal impacts may overlap.

#### *BIG GAME*

Effects on big game, particularly on elk, were addressed per the Forest Service requirements regarding Management Indicator Species (MIS) (NFMMDP FEA Appendix F). The project area is within overall ranges of mule deer, Rocky Mountain elk, and North American moose. Components of the Proposed Action lie within CPW Game Management Unit (GMU) 521 (325,036 acres), which is part of elk Data Analysis Unit (DAU) E-14, mule deer DAU D-51, and moose DAU M-5. The most recent population estimates for these species, based on 2018 post-hunt surveys, exceeded CPW's population objectives in the most recent DAU herd management plans (CPW 2017b), with the exception of mule deer in DAU D-51, which were below the

population objective.

- **Winter range:** Construction activities are generally restricted on big game winter range by timing limitations (December 1-April 30), but some activities (such as production) are allowed by law during winter. NFS lands contained in this decision include elk winter concentration areas and winter range, but no severe winter range (FEA Appendix A, Map A-17). There is no mapped mule deer winter range, crucial winter range or concentration areas on NFS lands affected by this decision (FEA Appendix A, Map A-16). Moose concentration areas do cover NFS lands. Within the greater project area, construction activities would remove 10.17 acres of elk crucial winter range (0.19% of the total in the project area and 0.02% of the total in GMU 521) and 21.07 acres of moose concentration area (0.13% of the total in the project area and 0.04% of the total in GMU 521) (FEA Table A-20 in Appendix A). No habitat would be removed within mule deer crucial winter range. In addition, 35.81 acres would be removed in other winter range (35.80 acres of elk and 0.01 acres of mule deer habitats (FEA Table A-20 in Appendix A). Most of the habitat affected by the Proposed Action is adjacent to prior disturbance (i.e., roads, existing oil and gas facilities). As a result, impacts to unfragmented or undisturbed habitats would be minimal.
- **Forage and habitat availability:** While the loss of forage is measurable, forage availability is not a limiting factor for big game in this area. Forage loss should not result in any changes to big game population within the project area. Construction of the Proposed Action would remove or modify habitat used by big game, but the amount of habitat removed would be negligible when considering the available habitat in the project vicinity. Overall, the location of the project adjacent to existing access roads and in proximity to existing oil and gas development would reduce the potential for impacts on wildlife, because species utilizing the area may be somewhat habituated to oil and gas activities.
- **Security:** Generally, big game habitats provide more effective security the further they are from roads. The new roads would increase existing road density in the project area slightly (from 1.1 to up to 1.18 miles per square mile or 7.1%). My decision will increase road density slightly, but this increase is off-set by a recent reduction in the number of miles of motorized routes and reduction of use of other routes to administrative-use only in the project vicinity.
- **Calving:** None of the proposed activities on NFS lands are within mapped elk production areas. However, elk may calve at any location on and off the Forest. If activities occur during calving season (likely), elk may be displaced by project activities such as traffic on existing roads. Numerous studies have shown that elk will move back into an area once the disturbance is over. While construction is limited in duration, operations traffic, including workover rigs, will continue to impact the area. The entire project area, and surrounding landscape, is considered as summer resident habitat.
- **Hunting:** Increased truck traffic on SH 92/SH 133 would not be expected to deter hunters and other recreationists because these are already relatively heavily traveled routes. Increased traffic on Forest and County roads within the project area would be expected to

have a more substantial impact during periods of development due to the currently low traffic volumes. Changes to elk hunting pressure in both the immediate project vicinity (an anticipated minor reduction in pressure during construction years or when traffic spikes) and other portions of GMU 521 (increased pressure spread across the unit when activities in the project area spike) are expected. Due to the small scale of the disturbance and the size of the GMU, it is not anticipated that harvest will change measurably across the GMU as a result of this project. Conditions of Approval also reduce the effects on hunting seasons.

#### *FOREST ACCESS*

My decision does not exclude the public's use of the project area on public roads or trails. While road construction/reconstruction is occurring, which also occurs regardless of project, there may be slight traffic delays.

#### *USE OF NFS LANDS FOR PROJECT ACCESS INSTEAD OF PRIVATE*

My decision includes the use of NFS lands for access (NFMMDP FEA Option 2) to the Federal 1190#20 well pad and accessing the location via private land (NFMMDP FEA Option 1). I am approving both access routes because of uncertainty in the agreement with the private landowner. While GELLC and the private land owner have diligently been trying to negotiate access and have been largely successful, there is a third party conservation easement on the private land that has not been resolved on whether or not access is consistent with the other entity's interests. If this third party issue can be resolved, approximately 2.3 miles of access-related disturbance can be avoided.

#### *COLORADO ROADLESS AREAS*

None of the project activities occur within Colorado Roadless Areas. Roadless area characteristics and restrictions only apply within the bounds of the roadless area and do not dictate any protective measures outside it.

#### *MINERALS*

Minerals development will occur on valid, existing federal leases subject to lease terms, agency conditions of approval and in compliance with law, regulation and policy. This decision makes no assertions on future federal leasing or future availability of lands for energy development.

#### *WATER RESOURCES*

Effects on surface water from construction related sediment loading, spills of chemicals or produced hydrocarbons have been disclosed and minimized to the extent practicable with the application of Best Management Practices, Conditions of Approval and compliance requirements of law, regulation and policy. See also NFMMDP FEA Sections 2.2, 3.14, 3.18, 3.19, 3.20 and Appendix B.

Fracking, a physical process to break the rock formation so that hydrocarbons can be released, has been expressed as a concern on groundwater resources. The application of Best Management Practices, Conditions of Approval and compliance requirements of law, regulation and policy also serve to minimize impacts to the extent practicable. The chemicals used in the process have been disclosed in the NFMMDP FEA, Appendix A. BLM's engineering review of the wellbore portion of the APD examines the rock formations and reviews the integrity of the design of the

wellbore to further help prevent contamination of groundwater resources from drilling, completion and production, reclamation phases of development. This review is done for every federal APD.

Due to a change in the fracking methodology to slick water, additional water would be needed. Use of water (water depletions) tributary to the Colorado River could affect endangered fish. A reduction in the maximum number of wells drilled per year has been included in the NFMMDP FEA to address water depletions consistent with BLM's Programmatic Biological Opinion (PBO) for these down river fishes to ensure species survival. Water sources have been identified as it pertains to this issue. My decision is consistent with the requirements of the USFWS's PBO. Annual water use reporting is required.

Native fish species could be affected during construction of well pads, gathering pipelines, and access roads that cross or pass near streams and other water features (see NFMMDP FEA Section 3.18, 3.20). Construction could increase sedimentation downstream, or could alter aquatic habitats. Accidental release of hazardous materials (diesel fuel, lubricants, and herbicides) in aquatic habitats could also have potential effects downstream. Implementation of GELLC's stormwater plan and stormwater Best Management Practices would minimize impacts to native fish.

#### *ORGANIC FARMING AND AGRICULTURE*

There are no lands defined as prime or unique farmlands (7 CFR 657) within the project area. COAs, Spill Prevention, Control, and Countermeasures (SPCC) Plan contribute to protecting farmland, vineyards and other lands downstream of the project area or within areas where products are transported. Oil and gas development in the North Fork Valley has occurred concurrently with farming. See also NFMMDP FEA Sections 2.2, 3.13, 3.14, 3.18, 3.19, and Appendix B.

#### *AIR QUALITY*

The air quality analysis conducted for the NFMMDP FEA shows that cumulative ambient air quality concentrations in the project area would continue to meet standards (National Ambient Air Quality Standards [NAAQS]/Colorado Ambient Air Quality Standards [CAAQS]) for the maximum drilling scenario of 6 new wells per year. The project-specific modeled concentration contributions (modeled impacts associated with project emissions sources only) of NO<sub>2</sub>, SO<sub>2</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> at Class I and sensitive Class II areas are well below the Prevention of Significant Deterioration (PSD) increments (acceptable levels of air pollutant concentration increases for new sources developed in a specific area since an established baseline year in order to meet NAAQS/CAAQS). Model predicted visibility impacts at Class I and sensitive Class II areas are below visibility threshold values.

One of the primary concerns for the Air Quality Related Values (AQRVs) impacts analysis was how NO<sub>x</sub> emissions would impact nitrogen deposition levels at high altitude lakes in the Maroon Bells-Snowmass Wilderness. Nitrogen deposition impacts are predicted to be well below deposition analysis thresholds for Class I and sensitive Class II areas in the region, including sensitive lakes in Maroon Bells. Results in NFMMDP FEA Appendix D indicate that no significant impacts, whether from the project or cumulatively, are expected from nitrogen deposition. Technical responses on the modelling comments can be found in NFMMDP FEA

## Appendix K.

### *GREENHOUSE GASES*

Numerous commenters have expressed concerns about greenhouse gases (GHGs) and climate change caused by the development and production of fossil fuels. GHGs have been estimated/quantified for construction, production and downstream combustion. This has been placed into context at various scales. Climate change has also been considered. No significance level has been established in law, regulation or policy for GHGs associated with this project. The NFMMDP FEA's inclusion of this information is so that I, and my BLM counterpart, can make an informed decision about these common multiple-use activities and demonstrate that these have, in fact, been considered. See FEA Sections 3.2, 4.2.2 and Appendices D and K.

### *PUBLIC INVOLVEMENT*

On February 17, 2017, scoping was announced by news release on in The Grand Junction Daily Sentinel, the GMUG's newspaper of record and via legal notice published in *The Grand Junction Daily Sentinel* on January 18, 25 and February 1, 2017; by posting on the BLM and GMUG websites; and by direct mailing of a letter to 146 individuals or organizations. The scoping period was originally set as 30 days but was subsequently extended by 30 days, ending on April 17, 2017 (legal notice published February 10, 2017). Project was posted to both the BLM's and GMUG's websites (respectively [https://eplanning.blm.gov/epl-front-office/eplanning/lup/lup\\_register.do](https://eplanning.blm.gov/epl-front-office/eplanning/lup/lup_register.do) and <https://www.fs.usda.gov/project/?project=50966>).

During scoping, a total of 1,349 scoping comments on the Proposed Action were submitted by individual citizens, elected officials, governmental entities, and non-governmental organizations. Substantive comments were considered and addressed where appropriate in the Preliminary EA by adding or clarifying information presented in the Proposed Action and including related information in text, tables, or maps where appropriate in Chapter 3 (Affected Environment and Environmental Consequences).

A Preliminary EA was posted to the BLM and GMUG websites and announced by press release and legal notice for a 30-day public comment period starting May 10, 2018. During public review of the Preliminary EA, a total of 102 unique comment letters and emails were received, including one letter from the U.S. Environmental Protection Agency (EPA), two from state agencies and other government officials (CPW and Representative Millie Hamner), two from local governments (Delta County Board of Commissioners and Town of Paonia), two from environmental advocacy groups (a combined letter from Wilderness Workshop and The Wilderness Society and Western Environmental Law Center representing several groups), three from businesses (West Elks American Viticultural Area, Energy Investments, and Colorado Farm and Food Alliance), and 92 from individuals. In addition, 117 form letters were received from individuals representing environmental groups. Concerns were similar to those described above for comments received during scoping.

Because of substantial revisions to the portion of the Proposed Action related to well completions, the BLM and Forest Service posted a Revised Preliminary EA for an additional 30-day public comment period starting February 28, 2019 (legal notice and news release both dated February 28, 2019).

During public review of the Revised Preliminary EA, a total of 113 unique comment letters and emails were received, including letters from the EPA and CPW, three letters from local governments (Delta County Board of Commissioners, Gunnison County Board of Commissioners, and Town of Paonia), five letters from advocacy groups (Citizens for a Healthy Community, North Valley Community Rights Advocates, Trout Unlimited, Wilderness Workshop, and Western Environmental Law Center representing several groups), four letters from businesses (Colorado Oil and Gas Association, Slow Food Western Slope, Valley Organic Growers Association, and Colorado Farm and Food Alliance), and 99 letters from individuals. In addition, 100 form letters were received from individual members of environmental groups. Concerns focused on the uncertainty associated with water sources, truck traffic, and the potential for increased emissions.

Responses by BLM/Forest Service to the public comments are provided in Appendix K.

#### *FINDINGS REQUIRED BY OTHER LAWS AND REGULATIONS*

This decision is consistent with the 1991 Grand Mesa, Uncompahgre and Gunnison National Forest Land and Resource Management Plan. The project was designed in conformance with Forest Plan forest-wide management direction and goals as summarized in NFMMDP FEA Section 1.6.

This decision is consistent with the lease stipulations applied under the Mineral Leasing Act (MLA) leasing process. The MLA authorizes the BLM to issue oil and gas leases for the exploration of oil and gas and permit the development of these leases through issuance of Applications for Permit to Drill (APDs) to develop Federal mineral estate. The existing leases are binding legal contracts that allow for development of the mineral resource by the lessee. A lease exception has been granted in this decision because of site-specific conditions.

The Federal Land Policy Management Act (FLPMA) (36 CFR 251 and 43 CFR 2880) allows for use of public land for rights-of-way for oil and gas infrastructure, with appropriate consideration of other public resources. My decision is consistent with this act.

Regulations governing oil and gas leasing operations on NFS lands are cited in 36 CFR 228 § E. These regulations promote cooperation between the Forest Service (FS), BLM, industry and the public. EO 13212 (May 18, 2001) provides for expeditious review of permits and other actions to increase the supply of natural gas while maintaining safety, public health, and environmental protections. Regulations related to FS consideration of requests to modify, waive or grant exceptions to lease stipulations are cited in 36 CFR 228.104, and are also contained in BLM regulations in 43 CFR 3100. The FS considers mineral exploration and development to be a part of its management program (GMUG Amended Forest Plan, Page II-61). It cooperates with the DOI, through its agent, the BLM, in administering lawful development of leasable minerals. My decision is consistent with these laws and regulations.

My decision is consistent with FS policy (Forest Service Manual 2800 Zero Code – WO Amendment 2800-91-1 Page 3): encourages and facilitates the orderly exploration, development, and production of mineral and energy resources within the NFS in order to maintain a viable, healthy minerals industry and to promote self-sufficiency in those mineral and energy resources necessary for economic growth and national defense; ensures that exploration, development and

production of mineral resources are conducted in an environmentally sound manner; and ensures that lands disturbed by mineral and energy activities are reclaimed for other productive uses.

The following additional federal laws have specific application to this proposed action and have been addressed to insure compliance. Further information can be found in the NFMMDP FEA in the sections indicated as well as in the lease stipulations (project file), design features and best management practices (Proposed Action) and Conditions of Approval (Appendix B).

- Clean Water Act (FEA 3.18, 3.19, 3.20, 4.2.18, 4.2.19, 4.2.20, and lease stipulations)
- Clean Air Act (FEA 3.2, 4.2.2 and Appendix D)
- Comprehensive Environmental Response, Compensation, and Liability Act (FEA 3.18)
- The Endangered Species Act (FEA 3.15.1, 4.2.15, Appendix E and Biological assessment and Programmatic Biological Opinion)
- Executive Order 11988 - Floodplain Management (EA 3.18, 3.19, 4.2.18, 4.2.19, and lease stipulations)
- Executive Order 11990 - Protection of Wetlands (FEA 3.18, 3.19, 3.20, 4.2.18, 4.2.19, 4.2.20, and lease stipulations)
- National Historic Preservation Act of 1966 (FEA 3.3, 4.2.3)

#### *FINDING OF NO SIGNIFICANT IMPACT (FONSI)*

A joint agency FONSI has been prepared as a separate document.

#### *ADMINISTRATIVE REVIEW (OBJECTION) OPPORTUNITIES*

This draft decision is subject to a predecisional objection in accordance with the provisions of 36 CFR §218 subparts A and B. Objections must be filed with the reviewing officer in writing. All objections are available for public inspection during and after the objection process. Issues raised in objections must be based on previously submitted and timely, specific written comments regarding the proposed project or activity and attributed to the objector, unless the issue is based on new information that arose after the opportunities for comment on the Preliminary EA.

At a minimum, an objection must include the following: (1) Objector's name and address as defined in 36 CFR § 218.2, with a telephone number, if available; (2) Signature or other verification of authorship upon request (a scanned signature for electronic mail may be filed with the objection); (3) When multiple names are listed on an objection, identification of the lead objector as defined in 36 CFR § 218.2. Verification of the identity of the lead objector must be provided upon request or the reviewing officer will designate a lead objector as provided in 36 CFR § 218.5(d); (4) The name of the proposed project, the name and title of the responsible official, and the name(s) of the national forest(s) and/or ranger district(s) on which the proposed project will be implemented; (5) A description of those aspects of the proposed project addressed by the objection, including specific issues related to the proposed project; if applicable, how the objector believes the environmental analysis or draft decision specifically violates law, regulation, or policy; suggested remedies that would resolve the objection; supporting reasons



for the reviewing officer to consider; and (6) A statement that demonstrates the connection between Objector's prior specific written comments on the particular proposed project or activity and the content of the objection, unless the objection concerns an issue that arose after the designated opportunities for comment on the Revised Preliminary EA (i.e. after August 4, 2015). Incorporation of documents by reference is permitted only as provided for at 36 CFR § 218.8(b).

Objections, including attachments, must be filed (regular mail, fax, email, hand-delivery, express delivery, or messenger service) with the reviewing officer (see 36 CFR § 218.3 and §218.8) within 45 days of the publication of the legal notice in the *Grand Junction Daily Sentinel*. The publication date of the legal notice in the *Grand Junction Daily Sentinel* is the exclusive means for calculating the time to file an objection. Those wishing to object should not rely upon dates or timeframe information provided by any other source. Evidence of timely filing is described in 36 CFR § 218.9. Please submit objections to the Reviewing Officer at:

Mail or hand delivery:

Tamara Whittington, Reviewing Officer  
U.S.D.A. Forest Service  
Rocky Mountain Region  
1617 Cole Blvd. Building 17  
Golden, CO 80401

Fax: 303-275-5134 to the attention of Objections

The office business hours for those submitting hand-delivered objections are 8:00 AM to 4:30 PM Monday through Friday, excluding federal holidays.

Electronic objections must be submitted in a format such as an e-mail message, .pdf, plain text (.txt), rich text format (.rtf), or MSWord (.doc). In cases where no identifiable name is attached to an electronic message, a verification of identity will be required. A scanned signature is one way to provide verification.

Email: [SM.FS.r02admin-rev@usda.gov](mailto:SM.FS.r02admin-rev@usda.gov)

#### **IMPLEMENTATION DATE**

Implementation of this decision will not occur for a minimum of 50 days (45 day objection period opportunity and five day stay if no objection is received) following publication of the legal notice of objection in the *Grand Junction Daily Sentinel*, Grand Junction, CO. If an objection is filed, the Reviewing Officer's response is due within 45 days (can be extended up to 30 more days at her discretion). Implementation may begin immediately after the final decision is signed; however, implementation requires subsequent approval by BLM of the associated APDs for any wells that are approved on NFS lands. Given these constraints and pending timing limitations associated with construction activities, it is unlikely that activities will occur on the ground before field season 2020.



**CONTACT**

For additional information concerning this decision contact:

Levi Broyles, District Ranger  
Paonia Ranger District  
PO Box 1030  
Paonia, CO 81428  
levi.broyles@usda.gov or 970-527-4131

*To remain unsigned until final*

Jerome A. Krueger

Date

Acting Forest Supervisor

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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**File Code:** 2820  
**Date:** August 15, 2019

Dear Interested Party:

You are receiving this letter because you have provided comments on the North Fork Mancos Master Development Plan either directly or through a group’s website over the past few years. I am writing you today to notify you that I have released my draft Decision Notice and the Final Environmental Assessment (FEA) for the North Fork Mancos Master Development Plan for Oil and Gas Exploration and Development.

Based on the analysis presented in the FEA, my draft decision identifies my selected alternative as the Proposed Action in the FEA. I am proposing to approve Surface Use Plans of Operations (SUPOs) for National Forest System (NFS) lands well pads on existing leases consistent with the analysis in the FEA for the following locations: Federal 1090 #30, T10S, R90W, Section 30, SWSE, 6th PM (expand existing pad); Federal 1190 #20, T11S, R90W, Section 20, NESE, 6th PM (new well pad); Federal 1190 #29, T11S, R90W, Section 29, NWSE, 6th PM (new well pad). My draft decision also approves the necessary access and pipeline infrastructure to support well development at these locations.

The project meets the overall goals and objectives of the Forest Plan, Mineral Leasing Act, regulations and policy.

Bureau of Land Management manages the mineral estate and will make decisions subsequent to my decision to approve any development of the mineral resources on NFS lands. At this time, it is unknown when implementation of my draft decision and BLM’s approval of Applications for Permit to Drill may occur.

Additional details of the project can be found in my draft decision and FEA. These documents are available for review online at: <https://www.fs.usda.gov/project/?project=50966>.

This proposed project is subject to a pre-decisional objection process pursuant to 36 CFR 218, subparts A and B. Instructions for filing an objection are detailed below.

**Filing an Objection**

This proposed project is subject to a pre-decisional objection process pursuant to 36 CFR 218, subparts A and B. Objections must be filed with the reviewing officer in writing. All objections are available for public inspection during and after the objection process. Objections will only be accepted from those who have previously submitted specific written comments regarding the proposed project during scoping, comment periods for either the Preliminary EA or Revised Preliminary EA, in accordance with 36 CFR §218.5(a). Issues raised in objections must be based on previously submitted, timely and specific written comments regarding the proposed project unless based on new information arising after the designated comment opportunities (i.e., after April 2019). At a minimum, an objection must include the following: (1) Objector’s name and

18.

address as defined in 36 CFR § 218.2, with telephone number, if available; (2) Signature or other verification of authorship upon request (a scanned signature for electronic mail may be filed with the objection); (3) When multiple names are listed on an objection, identification of the lead objector as defined in 36 CFR § 218.2. Verification of the identity of the lead objector must be provided upon request or the reviewing officer will designate a lead objector as provided in 36 CFR § 218.5 (d); (4) The name of the proposed project, the name and title of the responsible official, and the name(s) of the national forest(s) and/or ranger district(s) on which the proposed project will be implemented; (5) A description of those aspects of proposed project addressed by the objection, including specific issues related to the project; if applicable, how the objector believes the environmental analysis or draft decision specifically violates law, regulation, or policy; suggested remedies that would resolve the objection; supporting reasons for the reviewing officer to consider; and (6) A statement that demonstrates the connection between prior specific written comments on the particular proposed project or activity and the content of the objection, unless the objection concerns an issue that arose after the last designated opportunity for comment (i.e., since July 24, 2017). Incorporation of documents by reference is permitted only as provided for at 36 CFR § 218.8(b).

Objections, including attachments, must be filed (regular mail, fax, email, hand-delivery, express delivery, or messenger service) with the reviewing officer (see 36 CFR § 218.3 and § 218.8) within 45 days of the publication of the legal notice in the Grand Junction Daily Sentinel (Grand Junction, CO). The publication date of the legal notice in the Grand Junction Daily Sentinel is the exclusive means for calculating the time to file an objection. Those wishing to object should not rely upon dates or time frame information provided by any other source. Evidence of timely filing is described in 36 CFR § 218.9. Please submit objections to the Reviewing Officer via mail or hand delivery to: Tamara Whittington, Reviewing Officer, U.S.D.A Forest Service, Rocky Mountain Region, 1617 Cole Blvd. Building 17, Golden, CO 80401; via fax: 303-275-5134 to the attention of Objections; or via email: SM.FS.r02admin-rev@usda.gov. The office business hours for those submitting hand-delivered objection are 8:00 AM to 4:30 PM Monday through Friday, excluding federal holidays.

Electronic objections must be submitted in a format such as an e-mail message, plain text (.txt), rich text format (.rtf), or MS Word (.doc). In cases where no identifiable name is attached to an electronic message, a verification of identity will be required. A scanned signature is one way to provide verification.

### Contact Info

Additional information regarding this action can be obtained from Levi Broyles at 970-527-4131 or [levi.broyles@usda.gov](mailto:levi.broyles@usda.gov).

Sincerely,



JEROME KRUEGER  
Acting Forest Supervisor

	<p>Water System Infrastructure Analysis</p>		
<p>Summary:</p>			
<p>Notes:</p>			
<p>Possible Motions:</p>			
<p>Motion by: _____ 2<sup>nd</sup>: _____ vote: _____</p>			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:



4755 Forge Road, Suite 150  
Colorado Springs, Colorado  
80907

Contact:

Ron LeBlanc PE  
720.775.0076  
rleblanc@f-w.com

AUGUST 29, 2019

# Town of Paonia

Professional Engineering Services  
Analyzing Water Infrastructure



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4755 Forge Road, Suite 150  
 Colorado Springs, Colorado 80907  
 p 719.590.9194 f 719.590.9111

[www.f-w.com](http://www.f-w.com)

August 29, 2019

Town of Paonia Offices  
 214 Grand Avenue  
 PO Box 460  
 Paonia, CO 81428

Subject: RFP Professional Engineering Services, Analyzing Water Infrastructure

Dear members of the selection committee:

Farnsworth Group is pleased to submit the enclosed proposal to provide engineering services for the analysis of your water infrastructure. This analysis will involve a thorough evaluation of the Town's current water system and will provide valuable information that will help the Town plan for the future.

Our firm has a long-term history of evaluating water systems for smaller municipalities similar to the Town of Paonia. In fact, we have served our longest standing municipal client for over 100 years. We enjoy being in at the "ground level" on studies such as this and will work towards gaining your confidence as a trusted advisor. Our scope, will take the approach of: What happened? – Where are we now? – Where do we need to be? – How will we get there? We will advise the Town on the best course forward, learning from past experiences and working with the Town to develop efficient solutions for a safe reliable water system.

This project will provide an opportunity for my team to understand your unique water system challenges and demonstrate our strengths: our people, passion, and performance:

**PEOPLE.** Farnsworth Group engineers are experts in all aspects of water systems. From storage to treatment to water modeling techniques. We run virtually every hydraulic modeling software in use and we are very familiar with InfoWater® (a GIS-based program). Additionally, our engineers have designed thousands of miles of water transmission and distribution piping. We boast a premier GIS program, having worked on many water projects for repeat clients throughout Colorado and the Midwest.

When advantageous, we utilize experts within our network of subconsultants to deliver the highest quality product. We have teamed with Xuehua Bai (Bai Engineers) who is a hydraulic modeling expert. Xuehua has completed more than 10 water master plans and over 40 water distribution system hydraulic models since 1996.

**PASSION.** We strive to provide the highest quality engineering while carefully managing the budget. We are passionate about providing value for our clients within the project details. We will collaborate with the Town to ensure we produce a comprehensive water infrastructure analysis and plan for moving forward that meets the Town's needs and project budget.

**PERFORMANCE.** My team consists of several of the most highly regarded engineers in the area. Our clients, including numerous municipalities and water districts, return to us for services on a consistent basis which is the reason for our large portfolio of regional projects. We work on the Western Slope and numerous mountain and foothills communities and can provide some of the highest quality engineering services available.

Town of Paonia Offices  
August 29, 2019  
Page 2

Thank you for considering Farnsworth Group for this important project - our experience and commitment will ensure the work will be performed within the time period specified in the RFP. This proposal is a firm and irrevocable offer for the engagement covering the project time period. If you have any questions regarding, please contact me at 720.775.0076.

Respectfully submitted,

FARNSWORTH GROUP, INC.

**ORIGINAL SIGNATURES REQUESTED**

Ron LeBlanc PE / Project Manager  
rleblanc@f-w.com / 720.775.0076

Gary Davis / Principal / Assistant Secretary  
gdavis@f-w.com

# A. Independence

# A. Independence

## STATEMENT OF INDEPENDENCE

Farnsworth Group is independent of the Town of Paonia.

## STATEMENT OF PROFESSIONAL RELATIONSHIP

Farnsworth Group has no professional relationship involving the Town of Paonia for the past five (5) years.

# B. License to Practice in Colorado

## B. License to Practice in Colorado

### STATEMENT OF LICENSE

Farnsworth Group and all assigned key professional staff are properly licensed to practice in Colorado.

# C. Firm Qualifications and Expertise

## C. Firm Qualifications and Experience

### SIZE OF FIRM

Farnsworth Group is a century-old engineering, architecture and surveying firm that has grown to over 500 employees located throughout a nationwide network of offices. Our history dates to 1891, when a local land surveyor traveled from community to community providing land surveying services for local municipalities. Farnsworth Group's earliest employees operated under the premise we operate under today: "the client is always our first priority."

As a national consulting firm, we rely on our **people, passion** and ability to **perform** beyond expectations to ensure your project success.

Farnsworth Group boasts of a strong Colorado presence, with four offices in Colorado and more than a quarter of the firm's employees calling Colorado home.

### SIZE OF AUDIT STAFF

Farnsworth Group does not have or require external audits other than financial. We have senior staff that review all work products prior to release to clients.

### PRIMARY WORK LOCATIONS

Farnsworth Group  
4755 Forge Road, Suite 150  
Colorado Springs, Colorado 80907

Farnsworth Group  
1612 Specht Point Road, Suite 105  
Fort Collins, Colorado 80525

### STAFF COMMITMENT

Farnsworth Group commits to the Town of Paonia that we will assign the appropriate staff (full and part-time) and dedicate them to completing the project in a timely manner to meet and/or exceed the Town's expectations.

### DISCIPLINARY ACTION

Farnsworth Group is not involved in any actions or disputes that would in any way jeopardize or limit its ability to serve as a dynamic and successful contributor to this project. As a successful, multi-state professional services corporation, Farnsworth Group has served hundreds of clients. We take a great deal of pride in effectively working with clients and other interested parties to resolve conflict situations prior to the progression of significant adjudicative action. If the selection committee would like to discuss examples of these situations in greater detail, a Farnsworth Group representative would be happy to entertain specific inquiries or concerns.

## CAPABILITIES

### HYDRAULIC MODELING AND MASTER PLANNING

Farnsworth Group has been handling water supply, treatment, storage and distribution needs for small communities to large cities dating back to the early 1900s. Farnsworth Group can help you analyze your current water distribution system as well as plan for future growth by creating or updating a hydraulic model. Using the latest water modeling software such as InfoWater®, our staff can create a detailed snapshot of your system, giving you a highly useful tool for master planning, asset management, system analysis, demand allocation, address matching and billing, system calibration and development of a GIS database.

Farnsworth Group's modeling services provide a powerful tool that allows our clients to save money, increase energy efficiency and make better decisions about the future. With modeling, Farnsworth Group's engineers are able to replicate your existing water system. This allows our clients to then use the existing model as a base, and can then apply potential areas of growth. Which means we can more accurately predict your future needs and assess the areas that will need improvement. From the age of your drinking water, to the access and availability of water in an emergency situation, our team of water modeling experts can help.

#### ***What separates us from our competition?***

When you hire Farnsworth Group, you are hiring the best. We specialize in extended period simulation (EPS) and water-quality analysis models. EPS models allow our engineers to simulate your current water system, which provides information about the minimum and maximum daily flows, as well as the average flow, during various times of the day. Then, we take it one step further. We conduct an energy-savings study to determine where changes could be implemented to improve the system's operation, which reduces the client's costs for operation and maintenance.

Because of Farnsworth Group's extensive experience in EPS models, we are able to provide this service at a more effective cost than other companies. We are highly skilled at extracting the appropriate data to create the models. That expertise allows us to create a database, where we can obtain information on your system's water pattern every 15 minutes during a 24-hour period. We specialize in creating databases out of billing data, which allows us to use GIS address mapping and determine the water demand for any specific address.

Using this information, our team can create an operation model that helps identify savings for our clients. We use this model to make recommendations on how our clients' systems can be

#### **WHY CHOOSE FARNSWORTH GROUP?**

- ✓ Do this Everyday
- ✓ Exceptional Service
- ✓ High Skill Level
- ✓ Years of Experience
- ✓ Served longest municipal client for over 100 years

#### **WATER MASTER PLANNING SERVICES**

- ✓ Hydraulic Analysis
- ✓ Master Planning
- ✓ Water Quality Analysis
- ✓ Operation modeling for system optimization and emergency response
- ✓ Comprehensive Planning Studies

optimized, and in return, increase savings. This model also can help our clients be well-situated in the event of an emergency, such as power failure or a significant weather event. Our team can simulate these scenarios to see how the system will respond — and then, if necessary, make recommendations on how to improve it. Our operation modeling service allows our clients to make well-informed decisions that improve both operational costs and emergency responses.

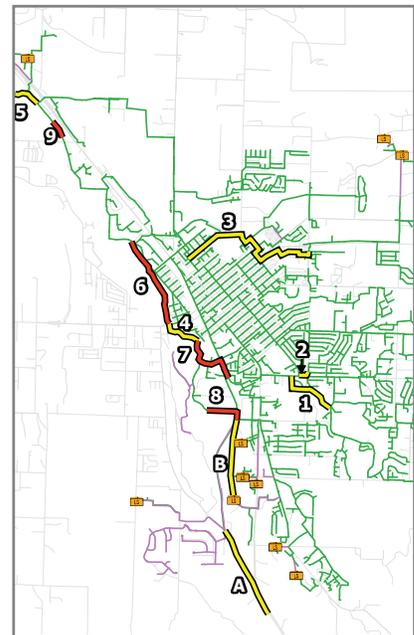
Our Colorado team has produced more than 25 water master plans for various local government agencies. Recent projects include:

- Water Master Plan Update / Montrose, CO
- Water Master Plan, East Larimer County Water District / Fort Collins, CO
- City and County of Broomfield Utility Operation Performance Audit/Assessment / Broomfield, CO
- Water System GIS System Development, Pinery Water and Wastewater District / Parker, CO

### GIS / MAPPING

Farnsworth Group’s GIS personnel are experts in developing GIS databases for public and private clients. Equipped with the latest hardware and software, Farnsworth Group can assist clients with defining and developing geographic data layers at any desired spatial accuracy. Farnsworth Group can help clients create custom databases for use in many applications, from water system hydraulic models to implementing asset management strategies.

Our GIS personnel work very closely with domain experts in engineering, surveying and asset management to provide high quality data and cartographic products for project management and decision support. We have provided GIS assets for numerous clients and projects for many years, including water districts, municipalities and private sector clients.



2016 Master Plan CIP Map  
City of Montrose

# D. Staff Qualifications and Experience

# D. Staff Qualifications and Experience

## A PROVEN TEAM

**Ron LeBlanc** is an accomplished engineer and project manager with extensive experience in municipal water network and civil infrastructure projects. Ron's forte has always been troubleshooting issues with water systems. He is able to leverage his extensive laboratory and research experience with on-the-ground instances of problem solving that have saved communities millions of dollars. Much of his career has been focused on smaller systems. Ron is strong on customer service and will always be available to listen.

Farnsworth Group has the required expertise in-house to complete the City's Water Master Plan Update project. However, we have invited Xuehua Bai, PE of **Bai Engineers (BE)** to bolster our team's water modeling expertise.

Bai Engineers, LLC was established in 2014 by Mr. Xuehua Bai, PE, BCEE. Xuehua specializes in hydraulic study and GIS-based hydraulic modeling services for water, wastewater and stormwater systems. Xuehua has more than 20 years of engineering and business experience in the oil/gas and municipal water industry. Since 1996, he has completed over **40 water distribution system hydraulic models**.

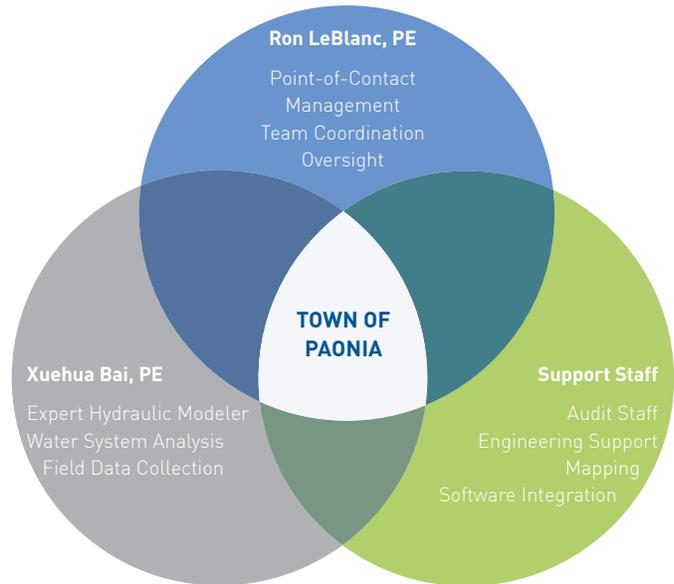
Bai Engineers (BE) offers world-class hydraulic modeling services utilizing state-of-the-art tools, nationally recognized experts and innovative products. In the last three years, BE has completed:

- 10 water distribution system master plans
- 5 wastewater collection master plans
- 22 water treatability pilot tests, including nitrate, iron, manganese, arsenic, selenium, lead, uranium, gross alpha and combined radium filtration
- 4 water treatment facility designs

Xuehua Bai and Farnsworth Group staff have worked together as a seamless team for many years providing services for numerous water modeling projects throughout the United States.

In addition to the aforementioned staff, our team is supported by a national, in-house team of water experts. Doug Barker is a highly sought-after mapping expert, who specializes in the creation of detailed, yet user-friendly mapping databases for large and small projects across the United States. Gary Davis and Kevin Hannel are the senior audit staff who will review the report for quality. Brian Davies decades of engineering experience with much of it concentrated on water distribution system planning and design.

Following we have provided resumes for all key personnel.



FARNSWORTH GROUP AND BAI ENGINEERS HAVE WORKED TOGETHER ON MORE THAN **15** WATER MODELING PROJECTS SINCE 2014.



**Ron LeBlanc, PE**  
PROJECT MANAGER

Mr. LeBlanc is a licensed engineer with 35 years' experience in chemistry and process engineering design and research. He has designed numerous treatment processes involving water and wastewater and performed research on processes for waste treatment as an appointed faculty at the University of Arizona Department of Chemical and Environmental Engineering. He has hands-on experience taking processes from the bench to the full size facility. His employment has included private, public and academic, which enables him to see things from many perspectives. He is a recognized technical expert in many treatment processes.

#### EDUCATION /

BS Environmental Sciences,  
University of Massachusetts,  
Amherst, MA

MS Civil Engineering, University  
of Arizona.

PhD studies in Environmental  
Engineering; minor – Materials  
Engineering (coursework  
completed 2003)

#### REGISTRATION AND CERTIFICATIONS /

Professional Engineer: Arizona,  
Colorado, Wyoming, Oregon

#### EXPERIENCE /

##### **Wastewater Treatment Plant Construction Phase Services**

La Junta, CO

Onsite construction observation,  
startup and punchlist phase.

##### **Feasibility Study for RO Brine Disposal\***

Brighton, CO

Project manager for feasibility  
of brine disposal alternatives  
for 6MGD RO facility producing  
brine requiring nitrate,  
selenium and sulfate treatment.

##### **Arkansas Valley Conduit\***

Pueblo, CO

Engineer responsible for the  
conceptual design of Surface  
Water Treatment Plant which  
conveys water to eastern CO.

##### **Construction Administration of Wastewater Treatment Facility\***

Wray, CO

Performed construction  
administration for a 16 month

construction period. New MBBR  
and disc filter (Veolia).

##### **Design of 16-inch Raw Water Pipeline\***

Manitou Springs, CO

Project manager for survey, site  
investigation, plan and profile  
and hydraulic modeling for  
approx. 3 mile 16-inch HDPE  
pipeline with over 1500 foot  
elevation descent.

##### **Stormwater Treatment and Lift Station\***

Jackson, WY

Design of stormwater treatment  
system for solids and organics  
from an airport. Design of 500  
gpm duplex lift station.

##### **Pilot Testing\***

Farmington, NM

Technical manager for year long  
pilot test on San Juan River for  
drinking water treatment plant.  
Provided technical oversight,  
monitored results and progress.  
Approved final report. Applied  
for EPA Permit.

*\* Project completed prior to joining Farnsworth Group*

**Ron LeBlanc, PE**

(continued)

**Black Canyon Power Facility,  
Bureau of Reclamation\***

Idaho

Designed drinking water conveyance to site and wastewater conveyance and disposal to ISDS. Drawings, specifications and quantities.

**Navajo Gallup Water Supply  
Project\***

Farmington, NM

Design engineer for 100 mile pipeline conveying 40 MGD. Performed parts of design of pipe alignment on civil 3D drawings and quantities estimates.

**Navajo Gallup Water Supply  
Project\***

Farmington, NM

Cutter Water Treatment Plant – pre-design of 8 MGD surface water treatment plant. Process selection, quantities and cost estimate.

**Water Treatment Plant  
Restoration, Palm Beach  
County Utilities\***

West Palm Beach, FL

Problem solving on 14 MGD Groundwater Treatment Plant using MIEX Process. Plant was non-functional for over 12 months. Devised resin rehabilitation process and convinced client to bring plant to proper resin quantity (\$0.5M). Saved \$1M in resin cost.

**Wastewater Treatment Plant  
Clarifier Rehab\***

Wellington, CO

Project manager of retro fit of FRP troughs with concrete. All new mechanical equipment. Prepared bid documents and front-end documents.

**Construction Administration  
of Wastewater Treatment  
Facility\***

Wray, CO

16 month construction period. New MBBR and disc filter (Veolia). Reviewed owners site representative reports. Responded to RFIs and change orders. Processed submittals and pay applications \$5M.

**Feasibility Study for RO Brine  
Disposal\***

Brighton, CO

Project manager for feasibility of brine disposal alternatives for 6MGD RO facility producing brine requiring nitrate, selenium and sulfate treatment.

**Stormwater Treatment and Lift  
Station\***

Jackson, WY

Design of stormwater treatment system for solids and organics from an airport. Design of 500 gpm duplex lift station.

**Ken Mitchell Lakes Water  
Conveyance Projects\***

Brighton, CO

Project Manager for the latter half of one project and Project Manager for the duration of the other. The first was a concrete diversion structure off the South Platte River containing several motorized gates as large as 72 x 72 inches. The diversion conveyed up to 2000 GPM of river water to the Ken Mitchell lakes through a duplex pump station with two 90-HP pumps.

The second was to convey water from the Ken Mitchell Lakes back to the Platte River. This project required the design and installation of a 40-foot deep manhole for the duplex pump station conveying water to an existing valve house, which then routed water to the river.

Both projects were conducted as Design-Build with General Contractors on board initially and bid as a team. The first project was finished significantly under budget and the second within budget.



## Gary Davis

### PRINCIPAL IN CHARGE

Mr. Davis has more than 30 years of engineering experience, including facility studies and planning, construction observation/management/administration, project design, project management, and client management. His experience includes a large variety of projects including storm water, parks and recreation, water supply, distribution, storage and treatment, wastewater collection, pumping, and treatment, and many other types of public works projects. Gary has managed projects in over 25 states, from Hawaii to New Hampshire.

#### EDUCATION /

Master of Public Administration,  
Emphasis in Government and  
Policy, Grand Canyon University

B.S., Civil Engineering Tech,  
Southern Illinois University

A.S., Pre-Engineering, Spoon  
River College

#### PROFESSIONAL AFFILIATIONS /

Water Environment Federation

American Water Works  
Association

American Public Works  
Association

#### EXPERIENCE /

##### **Peoria Water System Hydraulic Modeling, Confidential Client**

Peoria, IL

Principal-in-Charge for the water system model update and prepared system specific study (SSS) plan to the State of Illinois using the hydraulic model. Size of model included 5,000-pipe extended period simulation (EPS) functions for water age analysis.

##### **Water System Model**

St. Joseph, MO

Principal-in-Charge. Provided a current and future-year water system model, which included the development of a water system comprehensive study using a hydraulic model. The model's size included 3,000-pipe extended period simulation (EPS) functions for energy-efficiency analysis. The model was developed using WaterGEMS V8.

##### **Water System Modeling, City of Havana**

Havana, IL

Project Manager – Modeling was performed to evaluate the required water main sizing and water storage requirements for the new development. Based on the model results, water mains were looped through the business park capable to providing the required fire flows and also improved the water distribution system in the City.

##### **Reverse Osmosis Treatment Plant**

Farmington, IL

Managed the RO pilot test and analyzed the results for full size treatment plant. Managed the design and construction of the City's new reverse osmosis plant for removal of radionuclides and TDS from 1,200 feet deep bedrock wells. The treatment process included pre-treatment and a two-stage reverse osmosis treatment scheme with an automated control system.

**Gary Davis**

(continued)

**Direct Osmosis Treatment Plant - Filter Press Valley Landfill**

Corvallis, OR

Landfill leachate required treatment prior to discharge and direct osmosis was the treatment plant of choice. A filter press was designed for processing of solids. The system complied with all regulatory requirements and resulted in a cost effective solution for leachate treatment.

**Water Well Study, Design and Rehabilitation**

Multiple Locations

Locations included City of Peoria, Pekin, Lincoln, Champaign, Havana, Washington, Eureka, Lewistown, Macomb and others in IL, Burlington, IA, and Industrial, Commercial and Agricultural Facilities across the Midwest. Wells from 10 to 2,500 gpm location studies, design, and construction in sand and gravel aquifers and bedrock formations. Many well rehabilitation projects that resulted in well capacity restoration to like new capacities.

**Water System Hydraulic Modeling, American Water Company-Champaign District**

Champaign, IL

Project Manager for the water system model update to include the new water treatment plant and new distribution system components.

**Water System Model, Confidential Client**

St. Louis, MO

Principal-in-Charge providing oversight for the creation of a 15-year capital facilities plan for St. Louis and St. Charles county districts, which will include customer and demand projections, a water distribution system-wide hydraulic surge analysis, and an assessment of the adequacy of supplies and distribution system facilities. The hydraulic model consisted of 14,000 pipe junctions with over 350,000 water demand locations.

**Private Water Utility Client - High Service Pump Station**

Lincoln, IL

Project Manager – Design, bidding and construction administration/observation for the construction of a new 1 MGD high service potable water pump station located at an existing water treatment plant. The pump station was a pre-fab station built on

a concrete structure. The project included pump system, site piping modification, site improvements, and electrical distribution and controls.

**Pumping Station Evaluation and Design**

City of Pekin, IL

Project Manager for a complete evaluation of 14 pumping stations, ranging in size from 144,000 gpd to 3.7 mgd. The evaluation included mechanical, electrical, structural, telemetry, HVAC and emergency generator component examination, as well as compliance with current regulations. Part of the evaluation was a review of the service areas and improvements required to increase the capacity of the station if necessary. The evaluation report included recommended improvements and a 5-year implementation plan.

**Water Supply Well**

City of LaSalle, IL

Project Manager. Provided design-build services for a needed upgrade to their water supply system. Services included test borings, pumping, water quality analysis, design, permitting, and construction for a 1,500 GPM well.



Certified DBE/SDB for Infrastructure Planning & Operation Management

## **Xuehua Bai, P.E.**

*Founder/Managing Member*

Mr. Bai is currently working as principal of Bai Engineers. He has more 32 years of experience in environmental services including water and wastewater operations, operator training, utility planning, design, and performance evaluations. Those services include three industrial wastewater reclamation facilities, 15 drinking water treatment plants (WTPs), and 10 wastewater treatment plants (WWTPs). He is a certified A water treatment and A wastewater treatment plant operator in Colorado. He served as the ORC for the City of Manitou Springs WTP, and Paterson Valley Water Company.

Mr. Bai has developed numerous operations trainings program for both water and wastewater and provided training classes through Leadville Water Operator School in Colorado and seminars across in the western states. He has created over 50 water distribution and wastewater collection system master plans and hydraulic models with sizes ranging from 100-pipe to 25,000 pipe segments.

### **EDUCATION**

M.S., Civil Engineering with a Sanitary Engineering Concentration, University of Texas at El Paso - 1996  
B.S., Water Supply and Sewerage Engineering, Tong Ji University, Shanghai, China - 1987

### **REGISTRATIONS**

Professional Engineer: Colorado, New Mexico, Arizona, North Dakota, Texas, Georgia, Oklahoma, Illinois,  
CO, 35014; NM, 14468; AZ, 49428; ND, 9422; TX, 123756; GA, 041297, OK 30656, IL 062.071114

### **CERTIFICATIONS**

Board Certified Environmental Engineer – The American Academy of Environmental Engineers  
CO Water & Wastewater Facility Operator Certification – Class A Water Treatment Operator (16590)  
CO Water & Wastewater Facility Operator Certification – Class A Wastewater Treatment Operator (16590)

### **WTP Comprehensive Performance Evaluation and Design**

#### **Manitou Springs Water Treatment Plant ORC, Manitou Springs, Colorado**

ORC water treatment operator for a 3-MGD surface water treatment plant. Duties included water treatment operation, performance evaluation. Unit process included coagulation, sedimentation, filtration, and disinfection. Ongoing.

#### **Town of Fowler -Water Treatment Facility Design and Pilot Test, Fowler, Colorado**

Process engineer for a new 100 gpm water treatment system. Duties included pilot tests, process design and permit filing. Unit process included dual-media filters and granular active carbon (GAC) filter. Untreated water quality: turbidity < 3 NTU, TOC< 1 mg/L, Nitrate > 10 mg/L, and TDS > 500 mg/L. Source of water: groundwater. 2017

#### **Patterson Valley Water Company -Water Treatment Facility Design, Rocky Ford, Colorado**

Process engineer for a new 40 gpm water treatment system. Duties included pilot tests, process design grant application and permit filing. Unit process included dual-media filters and greensand filter. Untreated water quality: turbidity < 10 NTU, TOC< 1 mg/L, Iron< 10 mg/L, and Manganese<4 mg/L. Source of water: groundwater. 2017



Certified DBE/SDB for Infrastructure Planning & Operation Management

## Water Distribution System Planning and Hydraulic Modeling

### **Town of Bennett Water Master Plan and Hydraulic Model using InfoWater, Bennet, CO**

Bai Engineers has been working as the Town's water and wastewater system hydraulic on-call engineer. Xuehua Bai is the lead hydraulic modeler. The water distribution model is a calibrated EPS model and built using InfoWater. 2018

### **Manitou Springs Water Master Plan and Hydraulic Model, Manitou Springs, CO**

Bai Engineers has been working as the City's water and sewer hydraulic on-call engineer. Xuehua Bai is the lead modeler, who provided the current (2016) and future water system models that integrate with the City's GIS database. The water demands are 800 gpm and 1,900 gpm for average day and maximum day, respectively. Two InfoWater models were developed. One is the raw water system model, and the other is the distribution model. EPS modeling was used for capacity analysis. Active.

### **New Dale Grand Valley Water Company and West Grand Valley Water Company Hydraulic Model using InfoWater, Rocky Ford, CO**

Served as hydraulic modeler. Provided the existing (2016) water system models that integrated both water companies. The water demands are 0.5 mgd and 1.5 mgd for average day and maximum day, respectively. Two InfoWater models are being developed. One is the New Dale Grand Valley water system model, and the other is the West Grand Valley water model. EPS modeling was used for integration analysis. Active.

*The project references below are Xuehua Bai' personal reference while working with Farnsworth Group Inc. from 2006 to 2013:*

### **City of Peoria Water and Wastewater Modeling On-Call Services, Peoria, Arizona**

Served as project manager and hydraulic modeler. Peoria's water system has two water treatment plants and several groundwater wells, six pressure zones, and average daily demand of 21mgs. Size of the water model included WaterGEMs 20,000-pipe EPS functions for 13 water demand alternative sets per real-time monthly billing records.

### **St. Louis and St. Charles County Water System Comprehensive Planning Study, Confidential Client, St. Louis, Missouri**

Served as project manager and water modeler. Developed water system comprehensive study using a hydraulic model. Size of the model included 25,000-pipe extended period simulation (EPS) functions for seven-day system evaluation. The project was completed in 2011.

### **Water System Comprehensive Planning Study, Confidential Client, St. Joseph, Missouri**

Served as project manager and water modeler. Developed water system comprehensive study using the hydraulic model. Size of the model included 3,000-pipe EPS functions for energy efficiency analysis. Services ended in 2009.

## Training Courses

- 29 years of experience as a trainer and tutor on water and wastewater system operation.
- 5 years of water operator instructor at Leadville Water Operator School (2009 – 2013).
- Small water system operation on-site trainings through State of Colorado.
- Small wastewater system operation on-site trainings in the states of CO, TX, UT, WY.
- Water distribution system hydraulic modeling seminars and on-site trainings in the states of CO, AK, IL, and AZ.
- Wastewater collection system hydraulic modeling seminars and on-site trainings in the states of CO, AK, AZ, MO, IL, and TX.



**Brian Davies, PE**  
**SENIOR PROJECT ENGINEER**

Mr. Davies has more than 35 years of experience with much of it concentrated on water distribution system planning and design and water treatment plant, construction and operation. He also has extensive experience in wastewater treatment plant and wastewater collection system design, construction and operation, as well as a broad-based understanding of project procurement and implementation including surveying, drafting, reports, design, management, client contact, construction, start-up and operation.

#### **EDUCATION /**

B.S., Civil Engineering, South Dakota State University, Brookings, South Dakota

#### **REGISTRATION AND CERTIFICATIONS /**

Professional Engineer: Colorado and Oregon

#### **EXPERIENCE /**

##### **Water Storage Tank Rehabilitation**

Florence, CO

Project Engineer for rehabilitation of two, 1.0 million gallon potable water, ground storage tanks. Modifications included removal and replacement of roof support structure and venting system; addition of spiral staircase, tank mixing system and access hatches; removal/abatement of existing lead paint and recoating of interior and exterior of tanks.

##### **Booster Pump Station and SCADA Upgrades**

Florence, CO

Project Engineer for new 1,000 GPM booster pump station. Project included tank inlet valve vault, air-vacuum valve vaults, magnetic flow meter, ultrasonic level transmitter, pressure transmitter, instrumentation control descriptions and SCADA system interface and improvements.

##### **Booster Pump Station and SCADA Upgrades**

La Junta, CO

Project Engineer for new booster pump station including three, 75 HP variable frequency drive pumps, emergency generator, and Programmable Logic Controller (PLC) based control system with Supervisory Control And Data Acquisition (SCADA) system interface.

##### **Smart Well No. 2, Morgan County Quality Water District**

Fort Morgan, CO

Project Engineer for new well pump and chlorination building. The project involved designing around a well pump and chlorine injection manhole, new booster pump and chlorination system, and relocation of the existing control system.

##### **Clifton Wastewater Master Plan**

Clifton, CO

Project Manager for Master Plan, Asset Management Plan and Rate Study.



## **Doug Barker, GISP** **SENIOR MAPPING EXPERT**

Mr. Barker's 23 years of mapping experience includes extensive work with the Esri suite of software. His experience includes 20 years with Farnsworth Group as a GIS analyst and 3 years as a GIS/Environmental analyst for the Massachusetts Department of Environmental Protection. Doug's areas of specialization include data layer development, spatial analysis and cartography, including utilizing ArcGIS Online and mobile maps. He has very strong technical problem-solving skills and has independently managed all aspects of GIS projects including client relations, data development and report production.

### **EDUCATION /**

M.S., Environmental Science, Water Resources, State University of New York College of Environmental Science & Forestry

B.S., Biology and Chemistry, Western Washington University

### **REGISTRATION AND CERTIFICATIONS /**

Geographic Information Systems Professional (GISP),

### **EXPERIENCE /**

#### **Water and Wastewater Master Plan Updates**

Montrose, CO

Served as the Senior GIS analyst for both master plans. Developed data for input to hydraulic modeling software. Reviewed and processed water and sewer GIS datasets and related information. Created water junction demands from water usage tabular data. Created sewer junction flow data and slope values for sewer pipes.

#### **Water System Plan**

Federal Heights, CO

Assessed and edited City water system data for import into hydraulic modeling software. Geocoded customer locations and processed water usage data into water demands. Transferred water demands from customer locations to pipe junctions using Thiessen polygons and spatial data joining.

#### **East Larimer County Water District, Water Distribution System Modeling**

Fort Collins, CO

Data development for updated hydraulic model and future scenarios. Utilized address matching of customer locations to create water demand points for water district. Transferred water demands from demand points to pipe junctions using Thiessen polygons and spatial data joining.

#### **Peoria Water & Wastewater Modeling**

Peoria, AZ

Development of data for hydraulic modeling. Review and process water and sewer GIS datasets for import into hydraulic modeling software. Create water junction demands from water usage tabular data. Created sewer junction flow data based on water inputs and drainage basin flow monitoring data. Create high-quality report maps and tables.



**Kevin Hannel, PE**  
**ENGINEERING MANAGER /**  
**WATER TREATMENT RESOURCE**

Mr. Hannel has over 20 years of experience as a Civil Engineer. He specializes in the planning, design and construction of water treatment facilities, water distribution systems, water storage facilities and water booster pump stations, as well as computer hydraulic modeling for master planning and water system evaluations. He also has extensive experience in the planning, design and construction of sanitary sewer collection systems, wastewater pumping stations and wastewater treatment facilities.

**EDUCATION /**

B.S., General Engineering with a Secondary Major in Structural Engineering, University of Illinois, Urbana-Champaign, Illinois

**REGISTRATION AND CERTIFICATIONS /**

Professional Engineer: Illinois, Missouri

**INDUSTRY AFFILIATIONS /**

Illinois Society of Professional Engineers – Chapter Past President

Illinois Society of Professional Engineers – Order of the Engineer 2016

American Water Works Association

**EXPERIENCE /**

**Water Treatment Plant Rehabilitation, City of Chenoa**  
 McLean County, IL

Project Manager for the design and rehabilitation of the City's existing water treatment facility through a Design-Build team approach with Mid-Illinois Mechanical. The project included replacement of the existing equipment and components inside the existing building to rehabilitate and upgrade the plant to a capacity of 350 gpm. Due to the high levels of radium in the raw water, pressure filtration with hydrous manganese oxide (HMO) chemical feed was utilized for the primary treatment. To improve the finished water quality, one (1) reverse osmosis skid was included to soften and reduce the high total dissolved solids in the raw water. Additional equipment also included aeration, a detention tank and pre-chlorination at the head of the plant to reduce the high levels of hydrogen sulfide in the incoming raw water.

**Regional Water System Study, Kankakee to Chicago Heights, Aqua Illinois**

Kankakee & Will Counties, IL

Project Engineer for evaluation of a regional water system to service the communities of Peotone, Beecher, Monee, University Park, Matteson and Chicago Heights. The regional water supply was planned to pump raw water from the Kankakee River along a 13 mile pipeline (36" - 48") to the proposed water treatment facility site located in the Illinois Diversatech Park area. The water treatment processes evaluated in the study included conventional pre-treatment (rapid mix, coagulation, flocculation, and sedimentation), membrane microfiltration, and reverse osmosis softening for this proposed water treatment facility ranging in size with a 10 - 40 million gallons per day capacity. This water treatment facility was then planned to pump the treated finished water along large diameter water transmission mains (20" - 48")

along a 35 mile corridor to connections with the various municipal water distribution systems to be serviced.

**Water Treatment Study, University Park, Aqua Illinois**  
Will County, IL

Project Engineer for evaluation of alternatives to construct water treatment facilities for the five (5) existing groundwater wells servicing the Aqua Illinois water system in University Park. The existing system only provides chemical addition at each of the wells with no additional treatment for iron and manganese removal and softening. Treatment alternatives evaluated included conventional iron removal (oxidation, detention and filtration) followed by either ion exchange or reverse osmosis softening. The alternatives evaluated five (5) smaller water treatment facilities, one located at each existing well sites, and two (2) larger water treatment facilities, which combined the three wells in the residential area and the two wells in industrial park.

**New Water Treatment Plant, City of Princeton**  
Bureau County, IL

Project Manager for the design and construction of the Phase I facilities for a new 4.0 MGD lime-softening water treatment plant. The selected

improvements from the facility planning report previously prepared were divided into two phases to take advantage of funding opportunities through the American Recovery and Reinvestment Act (ARRA). \*\*Project won – ACEC Special Achievement Award

**Water Treatment Plant Project Planning Study, City of Lexington**

McLean County, IL

Project Engineer for master planning evaluation of alternatives for upgrading or replacement of the City of Lexington's existing water treatment plant (WTP). The existing WTP originally constructed in 1946 included equipment which was obsolete and beyond its useful life. A new WTP alternative was selected and sized to meet the current maximum daily water demands plus the projected growth over the next 20 years. This WTP alternative along with others was evaluated and included in the IEPA Project Planning Report and Loan Application for funds to design and construct the recommended alternative – a new 500 GPM filtration and ion exchange softening water treatment plant, one new groundwater well and new water main piping to interconnect the new WTP and well with the existing water system.

**Kevin Hannel, PE**

(continued)

**Water Treatment Plant Project Planning Study, Village of Roanoke**

Woodford County, IL

Project Engineer for master planning evaluation of alternatives for upgrading or replacement of the Village of Roanoke's existing water treatment plant (WTP). The existing WTP originally constructed in 1978 was inundated with about 9-inches of water above the finished floor elevation from a major storm event and the resultant flooding along the nearby Panther Creek in April 2013. The existing WTP also included equipment in need of major rehabilitation or replacement. A new WTP site was selected and sized to meet the current maximum daily water demands plus the projected growth over the next 20 years. This WTP alternative along with others was evaluated and included in the IEPA Project Planning Report and Loan Application for funds to design and construct the recommended alternative – a new 500 GPM filtration and ion exchange softening water treatment plant, one new groundwater well and new water main piping to interconnect the new WTP and well with the existing water system.

# E. Similar Engagements

## E. Similar Engagements

Our key project team members have completed the following selected master planning and modeling projects within the last three years:

### **City of Montrose, Utility Master Plan Update**

Contact: David Bries  
Utility Division Superintendent  
City of Montrose  
970.240.1484  
dbries@ci.montrose.co.us

### **City of Havana, Water System Modeling**

Contact: Brenda Stadsholt  
Mayor  
City of Havana  
309.543.6580  
bstadsholt.havana@gmail.com

### **East Larimer County Water District, Water Master Plan**

Contact: Randy Siddens  
District Engineer  
East Larimer County Water District  
970.493.2044  
randys@elcowater.org

### **Clifton Sanitation District, Wastewater Collection System Master Plan, Asset Management and Rate Study**

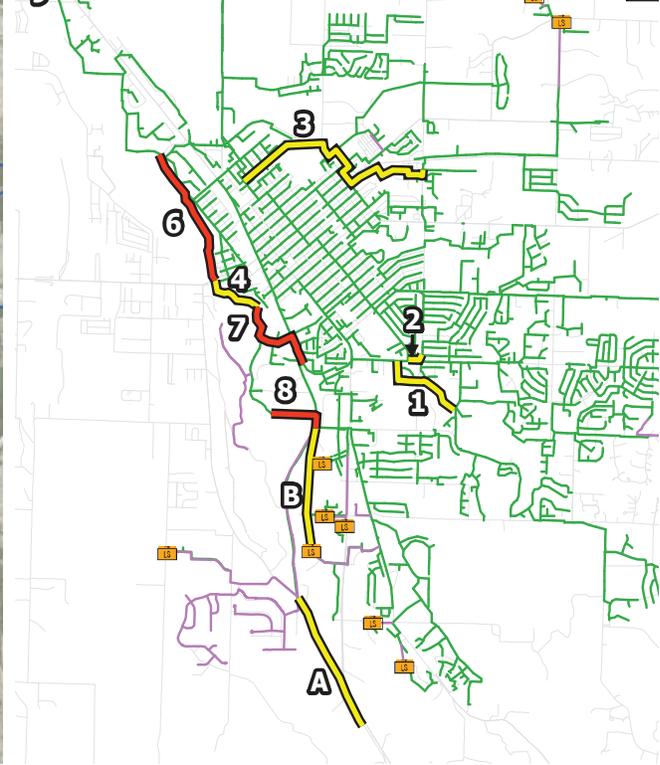
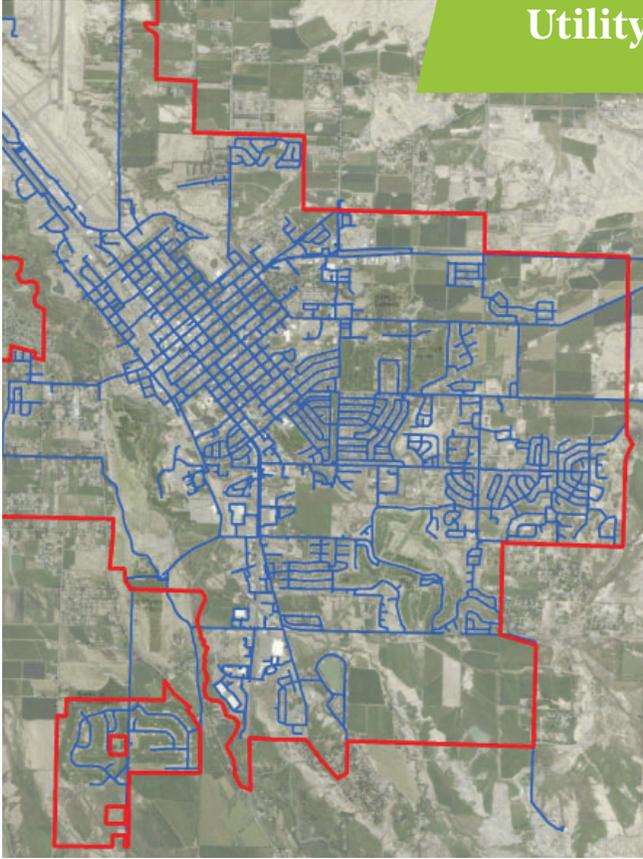
Contact: Brian Woods  
Manager  
Clifton Sanitation District  
970.434.4722  
bwoods@cliftonsanitation.com

### **City of Manitou Springs, Water Master Plan**

Contact: Rich Fabbro  
Water and Wastewater Superintendent  
City of Manitou Springs  
719.685.2561  
rfabbro@comsgov.com

Project descriptions follow.

# Utility Master Plan Update



Farnsworth Group updated the City's Utility Master Plan. Our team had previously provided rate study services and master planning services in 2009.

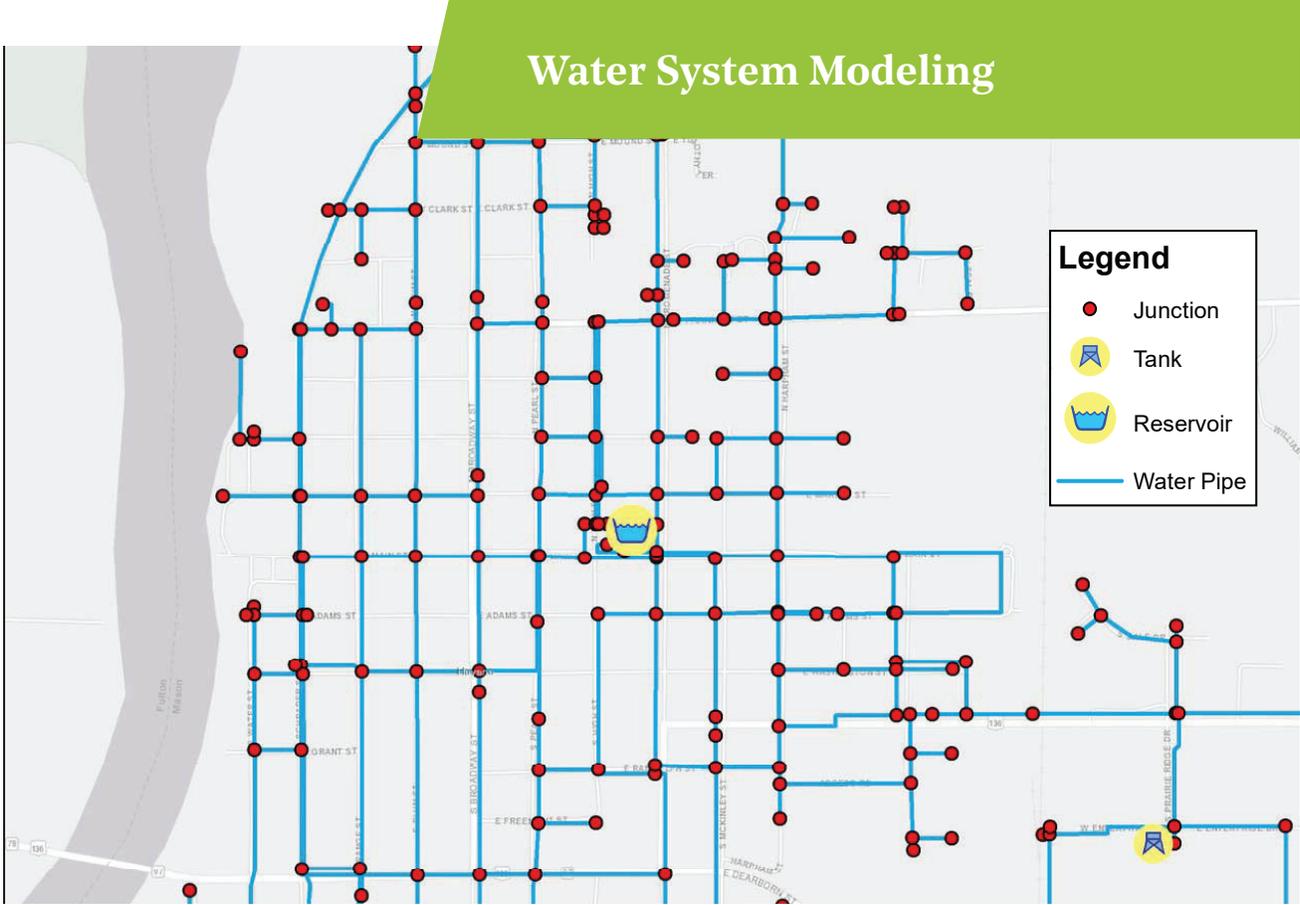
The collection system work included a month of sewer flow monitoring at 12 locations; extensive modeling and calibration of the trunk sewer system with 50 sub-basins, survey of critical manholes, review of CCTV data for condition assessment, flow projects through year 2050, and GIS data updates for InfoSWMM. Our analysis of the data included recommendations for near-term prioritized repairs and longer-term capital improvements.

Our work to update the Distribution System included evaluating and updating the base water model using City-provided GIS data and field-collected data and the conversion to InfoWATER. This included calibration with field fire flow tests, pressure monitoring and demand allocation with City AMI real-time data, analysis for fire flows, water age, storage analysis for the four pressure zones and system optimization to improve turnover in water storage tanks. Our study concluded with short and long-term capital improvements to accommodate growth for a doubling of demand.

<b>LOCATION /</b> Montrose, CO	<b>COMPLETION /</b> 2016
<b>CLIENT /</b> City of Montrose	<b>TOTAL STAFF HOURS /</b> 1136.75

**STAFF INVOLVED /**  
Xuehua Bai, PE  
Doug Barker, GISP  
Gary Davis

**RESULTS /**  
MASTER PLAN  
HELPS CITY PLAN  
FOR GROWTH



The City of Havana developed a business park along US Route 136 on the east side of the City in 2001. One business planned to develop a commercial space in the 120 acre business park, so the City extended a water main to the site for domestic and fire flow purposes.

More businesses developed in the business park and fire flow requirements could not be met to adequately provide flows to meet City codes even after a water main loop had been installed back to the City's main distribution system. The City contracted with Farnsworth Group to assess the water needs, make recommendations

and prepare designs for the required water system improvements for the long term needs of the business park.

The City's water distribution system consists of water mains ranging in size from 2-inch to 12-inch. The system is rated for a maximum flow of 0.60 MGD and has one existing 300,000 gallon elevated tank located in the south west part of town. Many of the mains are ductile iron and in questionable condition. Where the business park water main was connected to the City's distribution system, the mains are 4-inch and 6-inch and across an active railroad from the business park.

<b>LOCATION /</b> Havana, IL	<b>COMPLETION /</b> 2018
<b>CLIENT /</b> City of Havana	<b>TOTAL STAFF HOURS /</b> 229.25

**STAFF INVOLVED /**  
Xuehua Bai, PE  
Scott Turner, PE  
Doug Barker, GISP  
Gary Davis

**RESULTS /**  
WATER MODEL  
INFORMS SYSTEM  
EXPANSION  
PROJECTS

## Water System Modeling

(continued)

Farnsworth Group updated the City’s water distribution map with the assistance of City staff. Once the map was updated, Farnsworth Group imported the files into InfoWater to develop the water model that not only included the 120 acre business park, but the entire City. The model was calibrated and then reviewed with City staff.

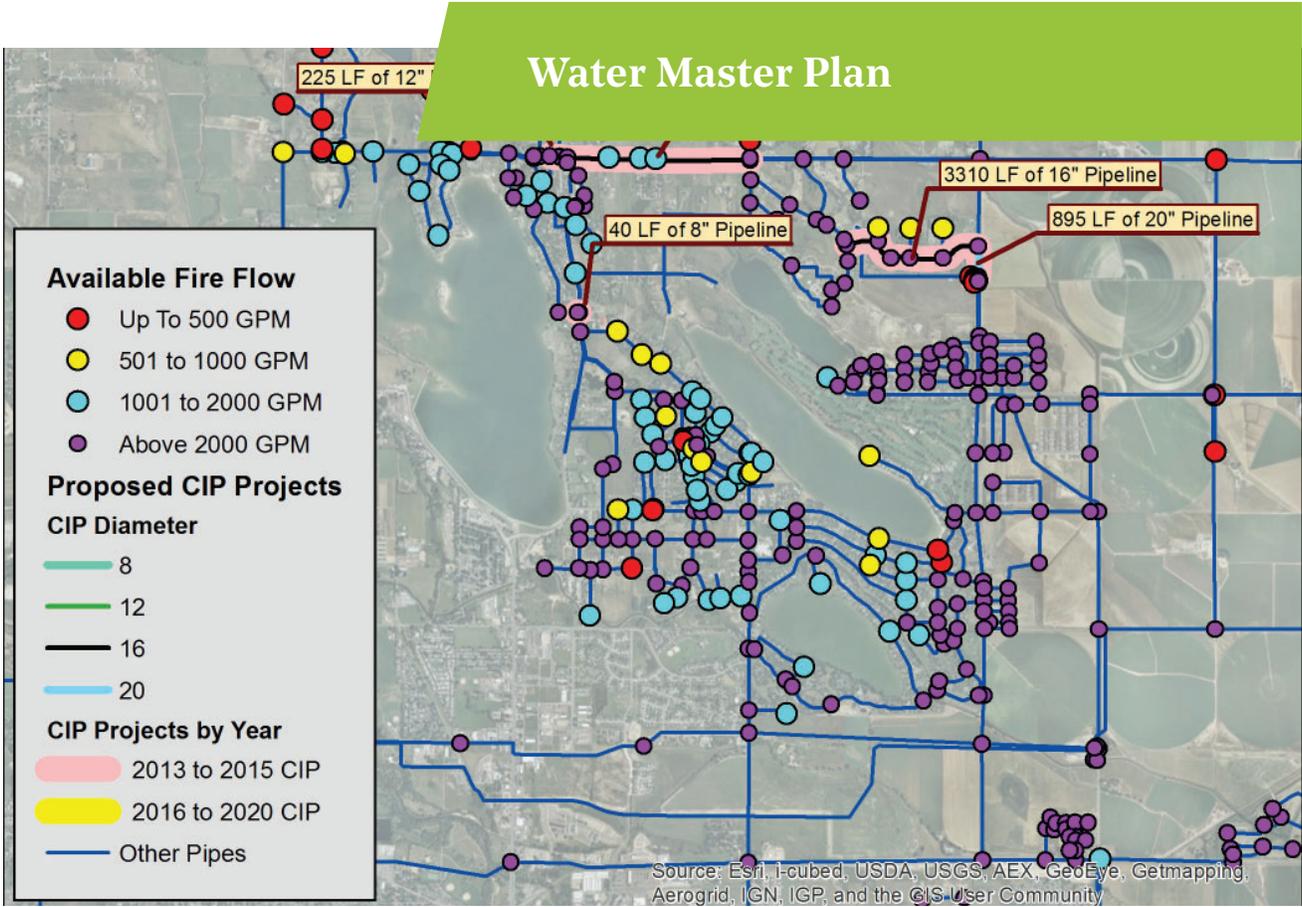
Once the model was tested and determined to accurately depict the actual water distribution system, several operational scenarios were run. The intent of the model was threefold. First, the model was used to evaluate potential locations, volume and height of a new elevated tank. Second, the model was run to determine areas within the City where future water main projects should be constructed to improve flow, pressure and water quality within the system. Third, a scenario was run to determine with the new

elevated tank in place, how the system would respond if the existing 300,000 gallon elevated tank was removed from service.

The City chose to construct a new 300,000 gallon elevated tank in the business park and to add some larger water mains within the park to satisfy fire flow needs. The model results provided the needed information for the City’s future water main replacement program that will be implemented as funds become available.

“As a client, we especially appreciate their responsiveness, fairness, and willingness to work with the staff and everyone else involved. We consider Farnsworth Group staff part of our community and they serve us in a manner that keeps our infrastructure improvement costs and schedules on track.”

BRENDA STADSHOLT  
MAYOR  
CITY OF HAVANA



Farnsworth Group was hired by East Larimer County Water District (ELCO) to advise them on the update of their Water Master Plan. Of primary concern were peak demands and the continuous ability to supply water to projected areas of growth.

Farnsworth Group first updated the model by using InfoWater® to build a GIS-based model. Once the geo-referenced model was built, our team carefully reviewed operational conditions. Then as a team, created several water demand and demand allocation scenarios to build a series of recommendations to enable the District to continue to meet seasonal supply and

demand. During this update, Soldier Canyon Water Treatment Plant was also evaluated.

We provided an outline of recommended maintenance measures to ensure that the system could continue to meet demand into the future.

We led and facilitated a training seminar to demonstrate how to use the water model.

A supplementary update to the system was performed to incorporate the Timnath area, and recently we developed updated scenarios to identify system improvement alternatives to improve fireflow and recommended capital improvement projects.

**LOCATION /**  
Fort Collins,  
CO

**COMPLETION /**  
2017

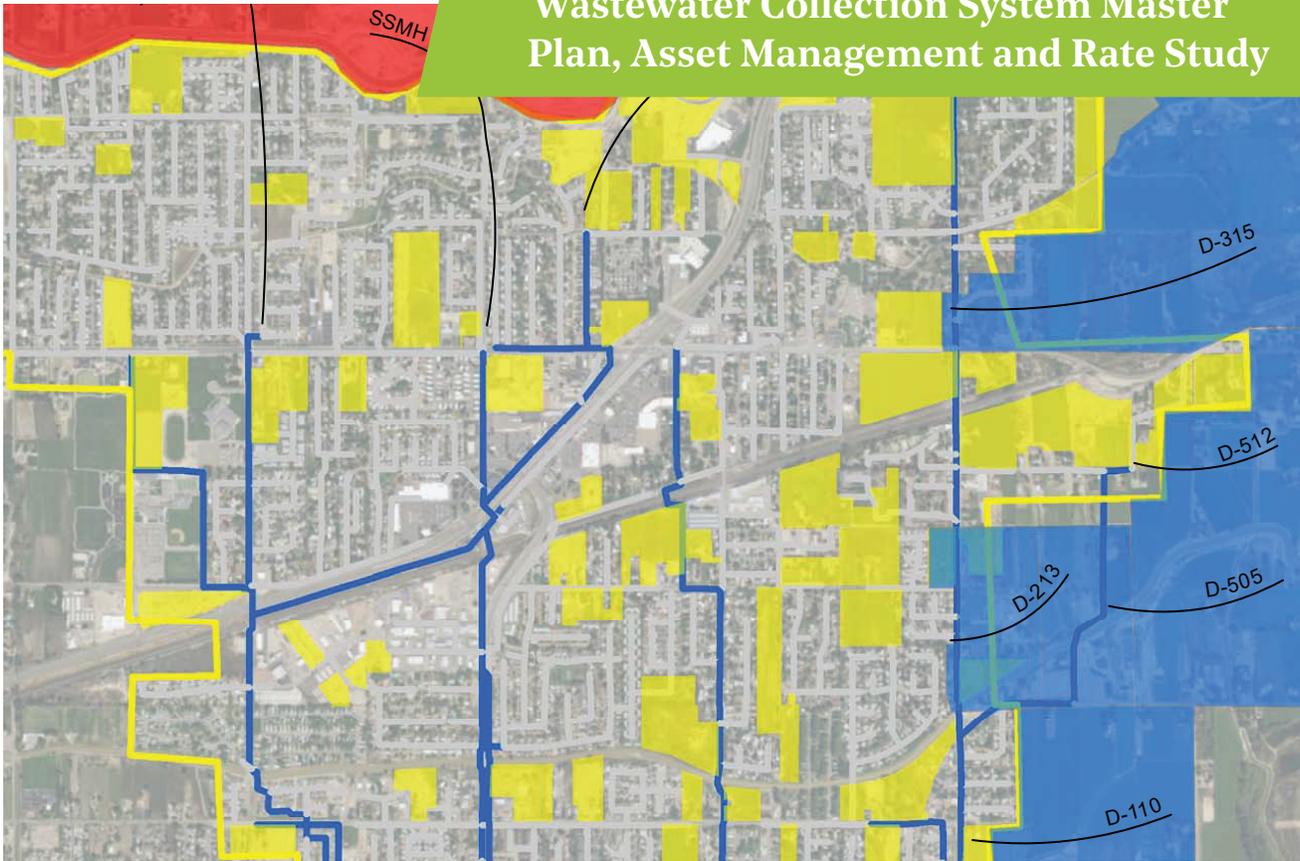
**CLIENT /**  
East Larimer  
County Water  
District

**TOTAL STAFF HOURS /**  
495

**STAFF INVOLVED /**  
Xuehua Bai, PE  
Doug Barker, GISP  
Gary Davis

**RESULTS /**  
CONTINUOUS  
SUPPORT  
PROVIDED

## Wastewater Collection System Master Plan, Asset Management and Rate Study



Clifton Sanitation District enlisted the services of Farnsworth Group to complete the Master Plan, Asset Management Plan and Rate Study.

The District provides sewer service to approximately 4,000 customers both inside and outside the District’s boundaries. The District is also responsible for operating and maintaining the treatment facilities and collection system.

Farnsworth Group developed an Asset Management Plan that would be used as a guide for sustainability operations of the District well into the future. The plan utilized inspection data to create a criticality metric

that would give the District the ability to prioritize their work requirements. The pipe location, material type, remaining service life, defect based criticality score was calculated for each segment and served as an objective view of the condition of the network and how to get the best return on the investment for the allocation of capital and maintenance funding. The asset management plan also included information that will allow the District to incorporate plant assets into the plan in the future.

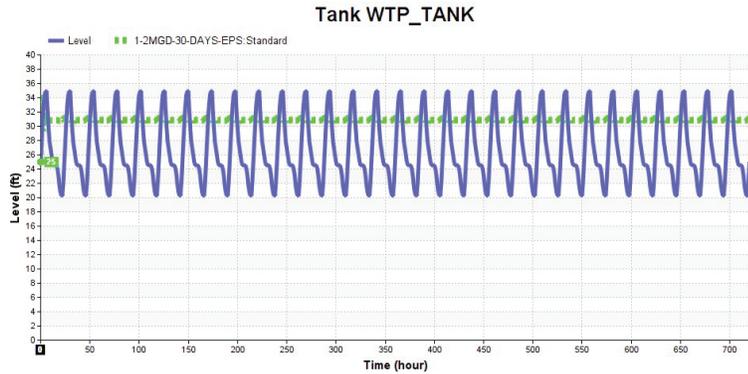
The Rate Study included updates to the Cost of Service analysis based on current water usage and financial conditions.

<b>LOCATION /</b> Clifton, CO	<b>COMPLETION /</b> 2017
<b>CLIENT /</b> Clifton Sanitation District	<b>TOTAL STAFF HOURS /</b> 1218

**STAFF INVOLVED /**  
**Brian Davies, PE**  
**Scott Turner, PE**  
**Doug Barker, GISP**  
**Gary Davis**

**RESULTS /**  
 PLANNING FOR  
 SUSTAINABLE  
 FUTURE  
 OPERATIONS

## City of Manitou Springs Water Master Plan, Manitou Springs, CO



### Project Description

Bai Engineers worked with IMEG (prime) to evaluate the water system including raw water supply source, raw water pipeline, water treatment plant, and distribution system to identify the recommended improvement projects. After the completion of the master plan, Bai Engineers has been working as the City’s on-call water engineer and ORC for the water treatment plant operation.

### Project Approach

BE built and calibrated two water models, the raw water model and the distribution model for the hydraulic system evaluation. Further, the two models were interconnected using a proprietary “Dashboard” tool, allowing the City to comprehensively understand the overall water system reactions under specific conditions such as drought events, low-flow and maximum flow.

Using the integrated water model, the City’s water system were studied in terms of efficiency, water age, velocity, and pressure through the entire system and made improvement recommendations. The recommended improvement project is the addition of a new potable water tank. This new tank will be used to add fire flow to the distribution system, provide needed chlorine contact time for the water treatment plant and provide additional storage for the system so that other potable water storage tanks could be taken off-line for extended maintenance periods.

### Project Highlights

- Raw water and water distribution system hydraulic analysis customized dashboard.
- Water demand update based on GIS-based demand allocation from AMR records.
- EPS simulation per SCADA data
- Nine pressure zones with one water supply source.
- Project was completed in June 2017.

**TOTAL STAFF HOURS /**

430

**STAFF INVOLVED /**

Xuehua Bai, PE



Certified DBE/SDB for Infrastructure Planning & Operation Management

# F. Specific Approach

## F. Specific Approach

### UNDERSTANDING

The Town of Paonia is soliciting services for the evaluation of the Town's existing water system, which experienced severe issues in 2019. Our understanding of the needed services is based on a visit and conversations with Mr. Loberg, Colorado water system experience, and our decades of service to small communities.

We understand that the Town experienced water outages in early 2019 that resulted in boil orders and closures of public buildings due to lack of water. Several main water lines experienced breaks in areas where it was impossible to detect without sophisticated equipment. The leaked water did not surface in obvious places, as is typical for many breaks, and therefore it was very difficult to locate the source of the problem.

There could have been many factors contributing to the breaks, such as poor condition of pipes, over pressure conditions from improper pipe class, operation issues resulting in transient pressure waves, or a combination of any of the above. Not only can operational changes make a difference for future pipe integrity, but also the replacement of deteriorated lines and installation of Pressure Reducing Valves (PRV) can preserve the integrity of the system.

As we understand it, the questions needing answers are as follows:

1. What happened in the recent water system emergency?
2. Where does the Town of Paonia stand now for system integrity?
3. Where does the Town need to be?
4. How will the Town get to where it needs to be and what will it cost?

Our services will be structured with these questions in mind. The tasks we propose will all be focused on these questions with the ultimate goal of getting the Town to where it is confident it can provide a safe reliable water service to its residents for decades to come. Below, we have outlined our approach to reaching the goal of reliable safe water and the associated tasks to get there as we serve as the Town's trusted advisor.

### APPROACH

As we discussed above, the scope of our services will be geared toward the following:

1. Report on Water System Failure
  - Major incidents
  - Factors leading up to incidents
  - Steps which could have been taken
  - Prevention for the future
2. Current System Status – Springs – Boxes – Raw Conveyance – Raw Storage – Treatment – Finished Storage – Distribution
  - Physical Infrastructure condition
  - Operational deficiencies
  - Capacity deficiencies
  - Summary of immediate needs; repairs, minor equipment adds, operational changes

3. Future Planning
  - Population
  - Water resources
  - Infrastructure; conveyance, treatment, storage, distribution
  - Staffing
4. Capital Improvement Plan (CIP)
  - Prioritize projects
  - Funding sources

## SCOPE OF SERVICES

### 1. FORENSIC INVESTIGATION AND REPORT

Farnsworth Group will provide a complete forensic investigation and report to include facts supporting the incident. We will utilize staff skilled at investigation and research in a professional manner. Our goal is to present the findings in a clear and informative report.

Our staff will make extensive visits to the Town and will interview system operation personnel we will primarily listen and understand what the people who actually operate the system on a day-to-day basis understand to have happened. We will also inspect as much of the infrastructure as possible, understanding that much of it is below ground. We will gather as many of the Standard Operating Procedures Manuals as exist and review for optimal practice.

We will produce a detailed Forensic Investigational Report for the Water System. The first section of the Report will detail a factual recall of the events from a physical infrastructure perspective. The second part will draw as many conclusions, as warranted regarding the actual causes of the system failures.

### 2. SYSTEM INVESTIGATION AND NEEDS ASSESSMENT

We will conduct a comprehensive water system needs assessment that will lead to a formal Capital Improvements Plan (CIP). During the needs assessment phase, we will investigate the condition and life cycle stage of all parts of the system. Following that, we will develop a list of needed improvements for safety and reliability. Next, following an estimation of expected and planned growth in the system, we will develop a list of needed projects to meet future needs. The needs assessment will address the following parts of the water system:

#### A. Water Sources

Our investigation will include the springs, including each of the raw water supplies, spring boxes, raw water conveyance and raw water storage. We will inspect each of these portions of raw water infrastructure. The investigation will include current condition, current capacity, maximum capacity and needed repairs. We will also discuss the necessary infrastructure modifications to connect the raw water supplies to both water treatment plants. The findings will go toward development of the CIP. The CIP will include additional monitoring programs to include raw water flows from spring boxes and others recommended by modeling to better track raw water conveyance, especially as the Town believes they lose substantial raw water due to leakage.

#### B. Water Treatment

While it does not appear that the water treatment facilities were at the heart of the recent crisis, they warrant investigation as a part of the whole water system and in the interest of keeping a safe reliable water supply to customers. Our investigation will investigate raw water quality, as the facilities rely primarily on hollow fiber membranes to treat surface water. We will audit compliance with the latest

Surface Water Treatment Rule and Filter Rule statutes. We will also investigate life-cycle stage of all equipment. Our recommendations will focus first on safety, then on reliability and finally on capacity.

### C. Water Distribution

The distribution system was reportedly at the heart of the recent crisis, so the needs assessment will focus heavily on it. Our subcontractor, Bai Engineering will manage the distribution system investigation and CIP development. The investigation will commence with thorough interviews with staff and record reviews of distribution line replacement. We will determine the most problematic areas of the distribution system, which will contribute to development of the CIP. Operational deficiencies can be determined more exactly with a water model.

#### Modeling Task 1: Data Collection

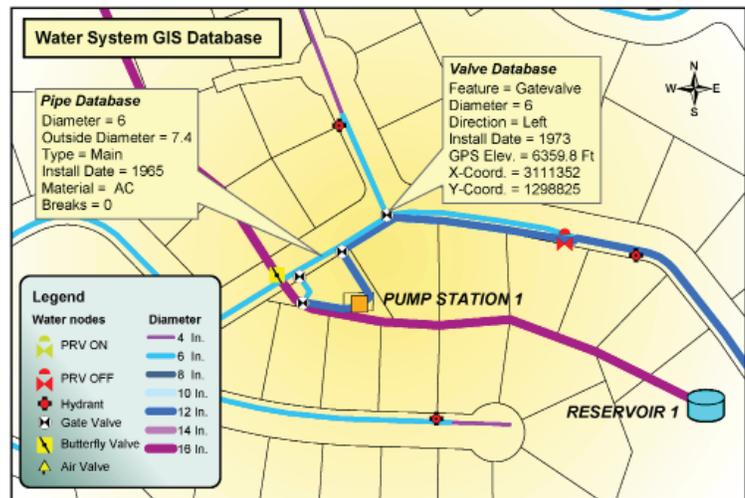
After the Town issues a notice-to-proceed for the project, Our team will contact the Town to schedule a project kick-off meeting. The team envisions discussing the following items with the Town at this meeting:

- Acquisition of necessary as-built plan and CAD data from the Town, such as format of data, transfer medium, timing, etc.
- Existing water distribution base map
- Town’s engineering standards and regulations
- GIS feature and attribute data available for the water systems

#### Modeling Task 2: Water Distribution System GIS Dataset

After obtaining the existing water distribution base map such as as-built plan or CAD data, we will conduct the following tasks:

- Building a GIS base map.
- Verifying the water distribution system components including major PRV valves, fire hydrants, pump stations etc. by using hand-held GPS unit with sub-meter accuracy.
- Developing a GIS data set that will be used for building hydraulic models.





### **Modeling Task 5: Existing Water Model Calibration**

We will build and calibrate the extended-period simulation (EPS) model for the Town. The real-time data will be extracted from the Town's SCADA system. We will compare the model data with the SCADA data.

### **Modeling Task 6: Hydraulic Analysis Based on Calibrated EPS Model**

We will use the current distribution models to perform an assessment of the existing and future water distribution system to identify important issues as listed below:

- Unacceptable water storage tank capacity
- Unacceptable pump station capacity
- Unacceptable low or high pressure areas
- Unacceptable pipe sizes
- Inadequate fire flow areas.

### **Modeling Task 7: Existing and Future Water System Evaluation**

We will conduct both existing and future CIP model to evaluate the water distribution system based on the existing and future flow projected.

### **Modeling Task 8: Training of Staff**

We will provide two full days (at least 8 hour days) of training with staff on operation of the water model. We do not include any addition licenses for the Town in our fee. The training will be on-site at a location of the Town's choice (town offices or water treatment plants). It will be determined during the training phase if the training days will be consecutive or not.

## **3. FUTURE PLANNING**

Our growth estimates will be based on publicly available information, as well as considering County building permits, and contacts with local professionals will also be considered. We also realize that the Town has consecutive connections with surrounding communities and we will look at their growth and if there are more consecutive connections planned.

Our recommendations for system growth will take into consideration not only the capacity of existing equipment, but also the increased duty of pipes with more pressure transients, pumps with increased runtime and treatment facility equipment with increased runtime.

### **STAFFING**

Our staff have decades of experience with small community water systems. Our subconsultant is an "A" Licensed Water Treatment Operator as well as an engineer. We understand the demands that are placed on operators in small communities, where they have to fulfill many more roles and duties than staff at large facilities. We will provide recommendations on staffing levels and qualifications for the current water system and looking ahead toward future growth as well as possible increases needed for regulatory compliance.

#### 4. CAPITAL IMPROVEMENT PLAN

Based on our findings of the state of the current water system and the anticipated future growth, we will assemble a list of up to 10 projects, ranked by priority, and provide conceptual cost estimates that the Town can use in determining if current Capital Funds will be sufficient to meet the water system needs in the next 10-20 years. This will be a list of projects with recommendations and is not intended to be a full Capital Improvement Plan that is ready to submit to funding agencies.

The CIP will take into consideration the additional infrastructure needed for the establishment of more pressure zones in the Dry Gulch and Lamborn zones. It will also take into consideration infrastructure and operational changes necessary to accommodate any additional capacities needed in raw water, raw water storage, treatment, finished storage and distribution. We anticipate this being a guidance plan as well as a project and cost summary.

**TAB G**  
**Quality Control**

## G. Quality Control

Farnsworth Group as a consultant has a business model to become a trusted advisor to our municipal clients. We realize that the best way to accomplish that is to produce high quality work products and to clearly communicate with our clients. We assure that we produce high quality work by using our senior-level staff to mentor junior-level staff and then to review ALL work product before they are released to clients. Our references will confirm that our work is of the highest quality.

**TAB H**  
**Bid Costs**

# H. Bid Costs

**TASK SUMMARY BUDGET**

Project Paonia Water System  
 Project No. P0191232.00  
 PM Ron LeBlanc

Task	Task Totals	Labor Totals	Direct Labor					Expense Totals	Direct Expenses			
			Davis Principal	Hannel QC	LeBlanc PM	Davies Hydraulic	Barker GIS/Map		Mileage #Miles	Printing Total	Travel Total	Bai
1.0 Forensic Investigation and Report	12,664.00	7,414.00	1.00	1.00	40			5,250.00	550		250	\$5,000
2.0 System Investigation and Needs Assessm	48,668.00	17,868.00	1.00	2.00	60		40	30,800.00	550		250	30,000
3.0 Capital Improvement Plan	23,884.00	15,984.00	1.00	2.00	80	8		7,900.00		400		7,500
4.0 Staff Training	2,500.00							2,500.00				2,500
TOTAL HOURS		228	3	5	180	8	40		1,100	400	500	\$45,000
BILLING RATE			\$220.00	\$194.00	\$175.00	\$172.00	\$169.00		\$0.58	\$1.00	\$1.00	\$1.00
TOTAL DOLLARS	\$87,804.00	\$41,266.00	\$660.00	\$970.00	\$31,500.00	\$1,376.00	\$6,760.00	\$46,538.00	\$638.00	\$400.00	\$500.00	\$45,000.00

Total Hours 228  
**TOTAL FEE \$87,804.00**

CONSULTANTS, INC.

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August 29, 2019

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

**RE: Transmittal Letter**

Dear Town of Paonia Representatives,

JDS-Hydro Consultants, Inc. is excited to present to the Town of Paonia our proposal to complete the work described in the Request for Proposal for Professional Engineering Services to analyze the Town of Paonia's water infrastructure. JDS-Hydro is well staffed with engineers and supports staff who have extensive knowledge and interest in water systems, in addition to planning and permitting required by the State of Colorado and the Colorado Department of Health and Environment (CDPHE). JDS-Hydro Consultants, Inc. is especially well versed in serving small clientele, which it has done for the past 18-years. Specifically, JDS-Hydro's president, John McGinn, has been serving small clients (those entities with populations or constituents numbering 5,000 people or under) for over 40-years. JDS-Hydro's relatively small staff of over 18-part time and full-time engineers and technicians specializing in municipal services within the water and wastewater industry ensures that the selected staff presented in this proposal will be able to understand the challenges faced by a community the size of Paonia. These facets would include limited operational availability, fixed finances, and overall available resources. Of the 18 staff members available to JDS roughly half are licensed Professional Engineers within the State of Colorado. Being small, JDS understands the importance of being resourceful, which is similar to the clients which JDS mainly serves. JDS staff is experienced in **all** elements of the municipal planning and design process. So when Paonia is assigned an engineering team through JDS, that team will remain on board through the evaluation process, funding process, design process, and construction efforts. JDS staff does not merely specialize in one area of municipal engineering, but specializes in **all** efforts within a municipal, water, or wastewater effort.

JDS-Hydro Consultants, Inc. genuinely appreciates be considered for fulfilling the Professional Engineering services for water system evaluation being requested by the Town of Paonia. We hope that the enclosed proposal is able to satisfy the requests proposed by the Town and we look forward to future communications with the Town of Paonia.

Please feel free to contact me if you need any additional information or clarification.

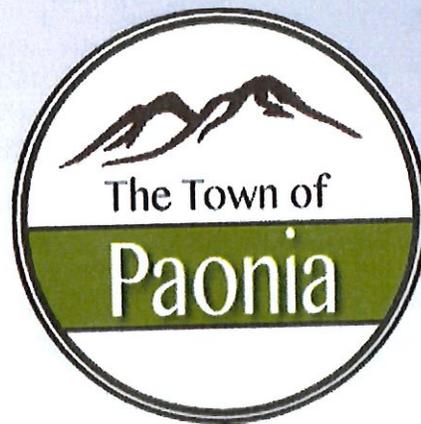
Respectfully,  
**JDS-Hydro Consultants, Inc.**

A handwritten signature in blue ink, appearing to read 'D. Schwenke', is written over the typed name.

Douglas E. Schwenke, P.E.  
Principal

# Proposal

*For*



## PROFESSIONAL ENGINEERING SERVICES

# JDS-HYDRO

CONSULTANTS, INC.

5540 Tech Center Drive, Suite 100  
Colorado Springs, CO 80919

Phone: (719) 227-0072 ▪ Fax: (719) 471-3401

[www.jdshydro.com](http://www.jdshydro.com)

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**T A B L E O F C O N T E N T S**


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**PROPOSAL**

**For**

**THE TOWN OF PAONIA  
PROFESSIONAL ENGINEERING SERVICES**

JDS-Hydro Consultants, Inc.  
5540 Tech Center Drive, Suite 100  
Colorado Springs, Colorado 80919  
(719) 227-0072

Contact: Douglas E. Schwenke  
[dschwenke@jdshydro.com](mailto:dschwenke@jdshydro.com)

Proposal submitted: August 29, 2019

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## TECHNICAL PROPOSAL

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### A. INDEPENDENCE

JDS-Hydro Consultants, Inc. is a privately held professional engineering consulting firm that has not had any involvement with the Town of Paonia within the previous five years. No staff members at the firm have had any prior involvement with the Town of Paonia, nor have had any prior dealings, employment, nor interaction with the town as well.

### B. LICENSE TO PRACTICE IN COLORADO

JDS-Hydro is licensed to do business in the state of Colorado. Presently, the firm's licensed employees include nine (9) Registered Professional Engineers (P.E.) in the State of Colorado, and one (1) Class A Water Operator, as well as other junior, technical, and administrative staff.

### C. FIRM QUALIFICATIONS AND EXPERIENCE

JDS-Hydro Consultants, Inc. was established in 2002 by three water and wastewater professionals to better serve the smaller water and wastewater community in Colorado. Since 2002, JDS has grown to 18 part-time and full-time staff members with 9 registered as a professional engineer in the state of Colorado. Combined, JDS can claim over 120-years of cumulative water and wastewater experience amongst its specialized staff. JDS staff also features a certified water professional, certified interior designer, and chemical engineering professional to serve the variety of needs of its diversified clientele. JDS has predominantly served smaller water and wastewater municipalities, non-profits, and commercial entities throughout Colorado. Because of the relatively smaller size of JDS's clients, it has been able to serve these municipalities in almost every facet of municipal work. From planning, funding, permitting, design, bidding, construction, and closeout, JDS has been involved in almost every phase of every project. Many of these clients have been served by the principals of JDS even before the formation of the company, some dating back as far as the mid-1980s.

JDS aims to serve the needs of the client and not just the projects. Our firm becomes intimately involved with all facets of its clients, even before many projects become a reality. With this philosophy of service, JDS is able to serve most of its clients on an on-call basis rather than "chase" multiple projects for new entities. JDS is able to gain a firm understanding of the challenges facing small to middle size municipalities and provide what these types of entities ask for in regards to tackling the challenges of owning, operating, financing, and maintaining water and wastewater infrastructure. Resources, whether financial, operational, informational, and manpower are a real constraint for these communities. JDS's structure very much mirrors the day-to-day operational efficiency and resourcefulness of these communities. As the water superintendent of a community of 985 people may also operate the backhoe on a water main repair and serve as traffic control, a principal of JDS may be preparing a proposal for a multi-million dollar project while making copies and sweeping the floor in the production room.

While JDS operates with the efficiency of low overhead and humble ambitions, it also has been able to offer cutting edge engineering solutions for a smaller firm. JDS offers drone flyover photography, Biowin process modeling capabilities, WaterCAD hydraulic modeling software, and Revit and Plant 3D isometric modeling capabilities. JDS has also been on the front line as far as innovative projects and pursuits, such as designing the first ion exchange water treatment plant in the United States constructed for the sole purpose of removing Perflourinated Compounds, was the only firm in Colorado between the years of 2009 -2010 to secure American Recovery and Reinvestment Act funding for four (4) municipalities (all with populations below 12,000 people), design the first diversion and monitoring structure with Colorado's Division of Water Resources using submerged electromagnetic depth / velocity sensor technology, serve as one of the selected 2012 – 2014 training consultants for small communities through the CDPHE training grant program, and serve the Colorado Dam Safety Branch as an emergency inspector as part of the 2013 Flood Response team after the significant rainfall evens in September 2013. JDS feels that its experience and success within the small to medium size municipal arena would provide a perfect background to assist the Town of Paonia with its Water Infrastructure Analysis needs.

JDS is unique in that every engineer, technician, operator, and support person has specific water and wastewater discipline experience, which may be brought to aid and/or assist depending on the task required in the Infrastructure Analysis. JDS has nine professional engineers and four junior (EIT) engineers--but all are water wastewater engineers. Additionally the background is varied; most have civil and/or environmental degrees, but JDS also has a mechanical engineer and a chemical engineer on staff. As we stated earlier, we also have engineers who also maintain operator's ratings up to A level.

Presently, the firm's licensed employees include nine (9) Registered Professional Engineers (P.E.'s) in the State of Colorado, and one (1) Class A Water Operator, among other junior, technical, and administrative staff. JDS-Hydro is licensed to do business in the state of Colorado. Our firm's size permits us to provide clients with personalized, responsive services that are very detail-oriented.

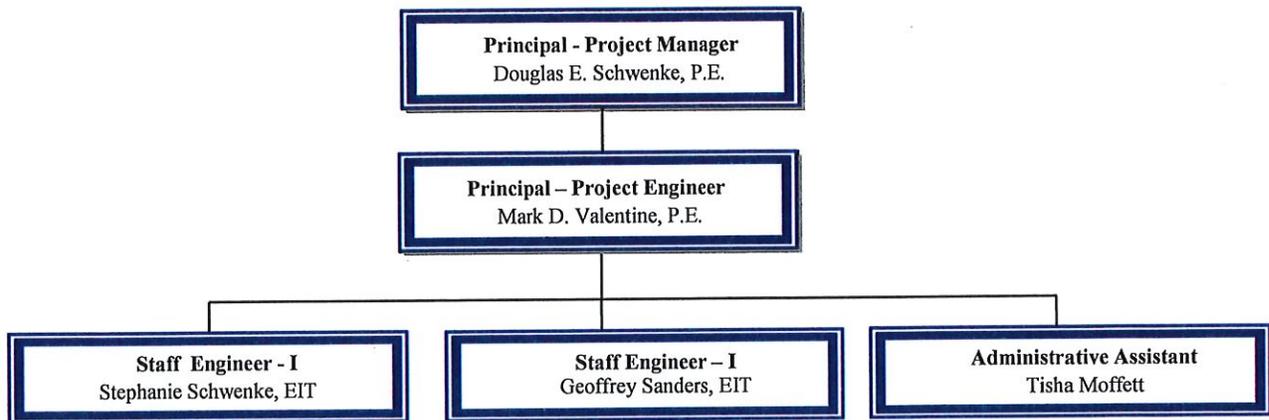
Generally all design work is completed in-house, and staff will be assigned to projects on a case-by-case basis with consideration given to the scope of work and project schedule. We have a single, main office located in Colorado Springs, providing a central location in close proximity to all of our main clients. Our firm's size permits us to provide clients with personalized, responsive services that are very detail-oriented.

JDS-Hydro Consultants, Inc. has not had any prior disciplinary action taken against the firm in the past three (3) years. This would include construction contractors, regulatory agencies, clients, municipalities, employees, or any other individuals, private, or public entities.

**D. PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS**

**Qualifications and Experience of Personnel**

The proposed JDS key personnel for this project were chosen based on the prior experience of these individuals and proposed timing of this project with their current workload. Key staff will be committed to meeting project schedules and budgets. Mr. Schwenke will serve as the project lead and main point of contact for the Town of Paoni. Mr. Valentine, Ms. Schwenke, and Mr. Sanders will perform the majority of the work described in this proposal. If needed, additional technical staff will be assigned to the project for added design support.



**Douglas E. Schwenke, P.E.**, will act as the Principal and Managing Oversight for the project. It is anticipated that Mr. Schwenke will serve as the main liaison to the Town of Paonia, will oversee all work on the project, and perform some of the tasks described in this proposal. Mr. Schwenke has over twenty-four years of civil engineering experience in the design and analysis of civil engineering projects including water and wastewater systems planning and design, wastewater treatment plant process design, funding, regulatory permitting, hydraulic and hydrologic analysis, potable water distribution and sewer collection design, water resource storage design and reporting, and construction observation and management. Mr. Schwenke is a member of the Water Environment Federation, American Water Works Association, and American Concrete Institute and has over 25-years of experience in municipal engineering. Mr. Schwenke also serves on the Colorado Department of Local Affairs Small Community Water and Wastewater Project Development Assistance Team. This program assists small communities on the Western Slope and Eastern Plains with technical items, funding challenges, and municipal engineering tasks dealing with water and wastewater obstacles.

**Mark D. Valentine P.E.**, will act as the Project Manager. As demonstrated by his attached resume, Mr. Valentine is well versed in project management, water line design, and construction administration through the public bidding process. Mark has multiple projects that include trenchless technology including HDD.

With over sixteen years of water treatment and distribution experience, including the analysis, planning, permitting, and design of manifolds, pipelines, pump stations, and potable storage systems. Mark also has extensive experience with small systems training for CDPHE through the 2012 – 2014 small systems training grant. Mr. Valentine is a trustee for the Rocky Mountain Water Environment Association and serves on the Public Wastewater Operator Committee board. Mr. Valentine also participates in the Colorado Department of Local Affairs Small Community Water and Wastewater Project Development Assistance Team described above.

**Stephanie Schwenke E.I.T.**, will act as project report and serve as technical assistance / sampling specialist / monitoring plan assistance. Ms. Schwenke has five years of experience in engineering, wastewater, water resources and related fields including CDPHE water and wastewater permitting, 208 plan writing, construction observation, assisting in waste and wastewater treatment analysis and selection, documenting and analyzing data collected for wastewater regulations, and county water resource reports. Ms. Schwenke also has experience as a speaker discussing the mitigation efforts for PFC removal through the use of ion exchange at various groundwater association engagements. Ms. Schwenke also participates in the Colorado Department of Local Affairs Small Community Water and Wastewater Project Development Assistance Team described above.

**Geoffrey Sanders E.I.T.**, will act as project staff engineer and serve as the main engineer supporting efforts by Mr. Schwenke and Mr. Valentine in regards to supply, delivery, distribution, and treatment evaluations. Mr. Sanders has five years of experience in engineering, wastewater, water resources and related fields including CDPHE water and wastewater permitting, construction observation, assisting in waste and wastewater treatment analysis and selection, documenting and analyzing data collected for wastewater regulations. Mr. Sanders is also well versed in hydraulic modeling of water distribution systems using WaterCAD, raw water supply evaluation, and development of construction cost estimates.

Name	Title	Staff or Subcontractor	Potential Role	Academic/ Professional Qualifications	Level of Expertise	Base Location	Hourly Rate
Doug Schwenke	Principal Manager	Staff	Managerial Oversight	B.S. Civil / P.E.	24-years	Colorado Springs	\$150
Mark Valentine	Project Manager	Staff	Project Manager	B.S. Civil / P.E.	16-years	Colorado Springs	\$140
Stephanie Schwenke	Staff Engineer	Staff	Technical Assistance	B.S. Chemical / E.I.T.	5-years	Colorado Springs	\$90
Tisha Moffett	Administrative Assistant	Staff	Admin. Assistance	Associates in Science	10-years	Colorado Springs	\$70
Geoffrey Sanders	Staff Engineer	Staff	Engineering Support	B.S. Civil / E.I.T.	5-years	Colorado Springs	\$90

**PROFESSIONAL REGISTRATIONS and Time with JDS**

- John McGinn, P.E. (CO #19534), California, New Mexico (Years JDS-18)
- Douglas Schwenke, P.E. (CO #35711) (Years JDS-18)
- Mario DiPasquale, P.E. (CO #41667) Wyoming (Years JDS-15)
- Ryan Mangino, P.E. (CO #43304) (Years JDS-17)
- Mark Valentine, P.E. (CO #45463) (Years JDS-12)
- Gwen Dall, P.E. (CO #51810) (Years JDS-5)
- James Plumb-Starnes, P.E. (CO #52530) (Years JDS-5)
- Mark Volle, P.E. (CO #48654) (Years JDS-5)
- Elizabeth Steffens, P.E. (CO #53332) (Years JDS-4)
- Nick Harris, C.W.P (Operator #10688; Water-A, Distributions-4, Wastewater-D, Collections-1) (Years JDS-1)

**Continuing Education and Training**

All JDS-Hydro employees are awarded \$1,000 per year to attend continuing education seminars, classes, conferences of their choice. JDS also sends employees to specific training sessions and seminars that are project related or specific to a future project. JDS employees regularly attend the annual Water Environment Federation conference in either Chicago, New Orleans, or Denver. This year JDS sent James Plumb-Starnes to the WEF Nutrient Symposium in Minneapolis, Minnesota. JDS will be sending five (5) employees to this year's RMWEA annual conference, which will include Mark Valentine and Stephanie Schwenke. Stephanie Schwenke also attended and spoke at the Northern California AWWA conference in Sacramento and attended the Emerging Contaminant Conference in Denver (both this year).

**E. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES**

**1. Widefield Water and Sanitation District**

Brandon Bernard, Water Manager  
450 Willow Springs Road  
Fountain, CO 80817  
(719) 464-2051  
[brandon@wwsdonline.com](mailto:brandon@wwsdonline.com)

**Services Provided:** The Widefield Water and Sanitation District is a quasi-municipal water and wastewater district located in the Fountain Creek valley just north of the Town of Fountain. The District currently has a population of around 18,000 people and 8,970 single family equivalents (SFE's). JDS has provided comprehensive water and wastewater planning, design, and construction activities for this district for over 18 years, with members of JDS serving Widefield over the past 20-years. Similar activities to those proposed for the Town of Paonia's RFP include facilities permitting, Master Planning, design, funding, water resources management, and construction activities. JDS continues to provide these types of services to WWSD and is preparing to submit a proposal for comprehensive water and

wastewater master planning services for the District in September. Over the past 18-years JDS-Hydro has provided the following water and wastewater services for the District:

- Alluvial Well beneficial use analysis, permitting, design and Construction Administration
- Water Treatment Process, Equipment Design, Analysis, & Optimization
- Wastewater Treatment Process, Equipment Design, Analysis, & Optimization
- Water and Wastewater Pumping Station Analysis & Design
- Ground Level Water Storage
- Jimmy Camp alluvial well construction
- Valve/Meter Vaults
- GIS mapping services through ESRI ArcGIS Online and ArcMAP Desktop
- Water Line and Sewer Lines, Including Analysis, Design & Rehabilitation
- Hydraulic Studies, Modeling, & Structure Design
- Water Rights Investigations and Planning
- PRV/ARV Design
- Construction Permitting, Administration and Engineering
- Construction Oversight, Management, Scheduling, & Cost Estimating
- Foundation Design
- Fire Protection Systems Evaluation, Design, & Code Certification
- Development, Investigations, & Planning of New Water Supplies
- Master Planning and Feasibility Studies
- Development Plan Review

## 2. **Town of Cheyenne Wells**

Danny McMillan, Superintendent  
 151 South 1<sup>st</sup>  
 Cheyenne Wells, CO 80810  
 (719) 767-5865  
[mcmillan@rebeltect.net](mailto:mcmillan@rebeltect.net)

**Services Provided:** The town of Cheyenne Wells is an incorporated town on the eastern plains of Colorado that provides water, trash, storm water, and street sweeping services for the local community. Cheyenne Wells currently has a population of 885 people and 594 taps. JDS has provided comprehensive water and planning, design, and construction activities for this entity for over 18 years, with employees of JDS assisting Cheyenne Wells for over 30-years. Water planning, funding, design, and construction services for the town have included the following over the past 30-years:

- Planning, funding, design, and construction of 75,000 gallon elevated water tank
- Source of supply evaluation and associated water accountability evaluation
- Permitting, design, and drilling of Ogallala raw water sources
- 2009 Water system preliminary engineering report for infrastructure improvements

- Source water protection evaluation
- Acquisition of American Recovery and Reinvestment Act loan forgiveness grant through Colorado Department of Health and Environment Grants and Loans Unit for \$1.7 million in water infrastructure improvements. Planning, evaluation, design, and construction of said improvements in 2009-2010.
- AutoCAD mapping services for water infrastructure
- Design and installation of Automated Meter Read System
- Assistance with acquisition of CDOT Faster Transit Grant Funds, Transportation Enhancement Funds, and Colorado Department of Local Affairs Energy Impact Assistance Funds
- 2011 Small Systems Assistance Grant through CDPHE used to develop WaterCAD hydraulic model for evaluation of potable water distribution system
- PRV/ARV Design
- Downtown facility planning, such as storage garage, theatre evaluation, traffic evaluation, and city hall feasibility analysis
- Construction Oversight, Management, Scheduling, & Cost Estimating
- Master Planning and Feasibility Studies
- Development Plan Review
- Surface drainage evaluation and storm flow routing

### 3. **Woodmen Hills Metropolitan District**

Jerry Jacobson, District Manager  
 8046 Eastonville Rd.  
 Falcon, CO 80831  
 (719) 495-2500  
[jerry@whmd.org](mailto:jerry@whmd.org)

**Services Provided:** The Woodmen Hills Metropolitan District is a quasi-municipal entity located in Falcon, CO. The District currently serves a population of roughly 6,848 people with an estimated 2,639 taps (mostly residential). JDS and/or its primary engineers have provided comprehensive water and wastewater planning, water and wastewater modeling, design, and construction activities as well for over 18 years. Facilities permitting, planning, design, and construction have included:

- Alluvial Well design and Construction Administration
- Water Treatment Process, Equipment Design, Analysis, & Optimization
- Wastewater Treatment Process, Equipment Design, Analysis, & Optimization
- Water Pumping Station Analysis & Design
- Ground Level Water Storage
- Valve/Meter Vaults
- GPS mapping services through Trimble Terraflex
- Water Line and Sewer Lines, Including Analysis & Design
- Hydraulic Studies, Modeling, & Structure Design

- Water Rights Investigations and Planning
- PRV/ARV Design
- Construction Permitting, Administration and Engineering
- Construction Oversight, Management, Scheduling, & Cost Estimating
- Foundation and Retaining Wall Design
- Fire Protection Systems Evaluation, Design, & Code Certification
- I&C Coordination and Support
- Development, Investigations, & Planning of New Water Supplies
- Master Planning and Feasibility Studies
- Development Plan Review

**4. City of Brush**

Dale Colerick, Director of Public Works  
600 Edison Street  
Brush, CO 80723  
(970) 842-5001  
[dalecolerick@yahoo.com](mailto:dalecolerick@yahoo.com)

**Services Provided:** City of Brush is an incorporated town located on Hwy. 76 near the community of Ft. Morgan. Brush's population is currently 5,364 people with roughly 1,874 overall taps. JDS has provided comprehensive water and wastewater planning, design, and construction activities for this district for over 18 years with some employees maintaining a relationship with the City of Brush for over 20-years. JDS is currently working with the City of Brush to replace water lines though certain corridors of town. Facilities permitting, planning, design, and construction have included:

- Water Pumping Station Analysis & Design
- Ground Level Water Storage
- Wastewater Treatment Process, Equipment Design, Analysis, & Optimization
- Wastewater pretreatment analysis and design
- Water Line and Sewer Lines, Including Analysis & Design
- Master Planning and Feasibility Studies
- Water Rights Investigations and Planning

**5. Strasburg Sanitation and Water District**

Tracy Griffin, District Administrator  
56829 Colorado Avenue  
PO Box 596  
Strasburg, CO 80136  
(303) 622-4443  
[strawaternsan@tds.net](mailto:strawaternsan@tds.net)

**Services Provided:** The Strasburg Sanitation and Water District is a quasi-municipal entity located on the I-70 corridor approximately 30 minutes east of Denver. The District provides potable water and sewer collection services for constituents within its service area. The population served by the District totals approximately 1,200 people and features 350 single family equivalent (SFE) taps. JDS has provided comprehensive water and wastewater planning, design, and construction activities for this district for over 16 years. JDS is currently finishing the construction of a sand removal plant for one of the raw water sources, partially funded by an EIAF tier 1 grant. Facilities permitting, planning, design, and construction have included:

- GIS mapping services for the District’s water distribution and wastewater collection services
- Source of supply evaluation for existing and potential future raw water sources
- Assistance with permitting and permit finalization efforts for the District within the Kiowa-Bijou designated basin
- 2011 Water system preliminary engineering report for infrastructure improvements using CDPHE Small Systems Grant funds.
- Water distribution improvements and replacement projects utilizing DOLA EIAF Tier 1 grant funds
- Water storage tank evaluation and repair.
- Raw water and well source evaluation and rehabilitation (both slip lining and in-situ rehabilitation)
- Development plan review (water and wastewater)
- Planning, permitting, funding assistance, design, and construction of sand removal facilities for all raw water sources

**F. SPECIFIC APPROACH**

If selected JDS-Hydro Consultants, Inc. would approach the preparation of the evaluation of the Town’s Water infrastructure similar to the preparation of a Colorado Department of Health and Environment Drinking Water Preliminary Engineering Report (PER) / Project Needs Assessment (PNA) template. The structure of such a document would make the contents of the report easily transferrable to a PER / PNA style document that could be utilized as part of a funding application should Paonia wish to finance a portion or all of the recommendations presented in the final report. The Scope of Services and work tasks outlined in the Town of Paonia RFP would make up the body of evaluation in the PER / PNA, but the typical PER/PNA format provides a good guideline to approaching the infrastructure evaluation. This type of approach provides a comprehensive format to many of the analyses requested in the RFP scope of work. A typical PER/PNA template follows the proposed guidelines:

- 1) Executive Summary
- 2) Planning Conditions
  - 2.1 Planning Area
  - 2.2 Local and Regional Government Coordination
  - 2.3 Growth Area and Population Trends
  - 2.4 Drinking Water Supply / Source Evaluation
  - 2.5 Development of Monitoring Program for Raw Water Sources

- 3) Existing Facilities
  - 3.1 Service Area Features / Consecutive Systems
  - 3.2 Evaluation of Existing Facilities
    - 3.2.1. Evaluation of existing treatment systems
    - 3.2.2. Evaluation of existing storage
    - 3.2.3. Evaluation of existing distribution system / hydraulic water model
    - 3.2.5. Evaluation of February / March 2019 water crises
  - 3.3 Financial status
- 4) Project Purpose and Need
  - 4.1 Health and Compliance Issues (i.e. monitoring, treatment, regulations, etc.)
  - 4.2 Security / Vulnerability Issues
  - 4.3 Operation and Maintenance Issues
    - 4.3.1. Staffing and manpower adequacy
    - 4.3.2. Raw water availability, treatment capacities, distribution capacities
  - 4.4 System adequacies vs. projected growth
- 5) Assessment of Alternatives
  - 5.1 Present and describe all recommendations of system upgrades
    - 5.1.1. Distribution system upgrades
    - 5.1.2. Raw water storage upgrades
  - 5.2 Evaluation of alternatives
    - 5.2.1. Design Criteria
    - 5.2.2. Environmental Impacts
    - 5.2.3. Land requirements
    - 5.2.4. Construction challenges
    - 5.2.5. Operational considerations
    - 5.2.6. Advantages / Disadvantages
    - 5.2.7. Project Estimates
- 6) Selected Alternative
  - 6.1 Justification of selected alternative
  - 6.2 Technical description
  - 6.3 Estimated costs
  - 6.4 Project Implementation

In order to implement the proposed project template, JDS proposes to complete the following tasks following an issued notice to proceed:

- 1) Kick-off meeting – can be conducted over the phone or on-site
- 2) Site visit – can be done as part of a kick off meeting or following kickoff meeting. The site visit could ultimately take 1 to 2 days to achieve the following tasks:
  - Walkthrough existing facilities. Take notes and pictures
  - Obtain system documentation (i.e. water production information, pump info, billing information, financial audits, construction drawings, construction specifications, distribution

- system maps, available reports, water quality data, information on February / March 2019 water failure)
- GPS survey of distribution system. Survey would include shooting all visible surface features of the distribution system, including meter lids, valve lids, well heads, storage tanks, and other water system related facilities. Water system survey in conjunction with all available water maps would be used to develop WaterCAD model infrastructure.
  - Any other information from the town that would be valuable in developing the proposed evaluations
- 3) Develop background information for Town, including population trends, water demands, water quality requirements, available supplies, etc. per Section 2.0 described above.
  - 4) Develop WaterCAD hydraulic model to evaluate theoretical performance of potable water distribution system. WaterCAD model will be developed and passed on to the Town so that it is compatible with Microsoft windows and can be manipulated by Town operations staff with JDS training.
  - 5) Review information, notes, photos, and water quality on raw water supply sources.
  - 6) Review information, notes, photos, drawing, shop drawings, maps, and specs on raw water transmission to treatment facilities. Evaluate ability to connect raw water supplies to either treatment facility.
  - 7) Review water quality information, notes, photos, drawings, specification, etc. on the treatment plant and storage tank. Analyze condition, capacity, and performance of treatment plant and storage tank.
  - 8) Review all information and documentation for February / March 2019 water crisis. Evaluate potential causes of water crises and develop alternatives to mitigate issues in the future.
  - 9) Review existing staffing and financial resources to determine adequacy to provide adequate potable water service with current facilities and future facility improvements per section 4 above.
  - 10) Compare current system capacities (raw water, treatment, and storage) vs. projected growth.
  - 11) Develop alternatives to address deficiencies identified in distribution, storage, treatment, and raw water evaluations.
  - 12) Provide final recommendations to improve overall potable water system collection, treatment, storage, delivery, and operations per Section 6 above.

## **G. PROFESSIONAL REFERENCES / QUALITY CONTROL**

JDS-Hydro Consultants, Inc. has not had an external quality control report performed as a review of its services or obtained a statement of quality from a 3<sup>rd</sup> party entity in the past. However, JDS can provide a comprehensive list of references in which similar services have been performed for and may be contacted as a third-party testament to the quality of work which JDS has rendered for said clients. Contact information for entities of similar engagement is provided in Section E. of this proposal, and representative with the Town of Paonia may contact these entities for reference (i.e. Widefield Water and Sanitation District, Town of Cheyenne Wells, Woodmen Hills Metropolitan District, City of Brush, Strasburg Sanitation and Water District). In addition, the following are four references that include multi-discipline efforts related to and/or similar to those requested by the Town of Paonia. These references are used to provide an overview of the range of our experiences and qualifications.

**1. City of Woodland Park**

Kip Wiley, Utilities Director  
220 W. South Avenue  
Woodland Park, CO 80866  
(719) 687-9246  
[kwiley@city-woodlandpark.org](mailto:kwiley@city-woodlandpark.org)

**2. Triview Metropolitan District**

Jim McGrady, District Manager  
16055 Old Forest Point, Suite 300  
Monument, CO 80132  
(719) 488-6868  
[jmcgrady@triviewmetro.com](mailto:jmcgrady@triviewmetro.com)

**3. Town of Kit Carson**

Randy Holland, Superintendent  
PO Box 376  
Kit Carson, CO 80825  
(719) 691-4757  
[publicworks@kitcarsoncolorado.com](mailto:publicworks@kitcarsoncolorado.com)

**4. Forest View Acres Water District**

Joel Meggers, District Manager  
18852 Rockbrook Road  
Palmer Lake, CO 80133  
(303) 381-4960  
[jmeggers@crsofcolorado.com](mailto:jmeggers@crsofcolorado.com)

**5. Colorado Department of Local Affairs**

Paul Young, Water and Wastewater Program Manager  
Division of Local Government  
1313 Sherman Street, Room 521  
Denver, CO 80203  
(303) 864-7898  
[Paul.young@state.co.us](mailto:Paul.young@state.co.us)

**H. BID COSTS**

<u>Task</u>	<u>Estimated Fee</u>
<b>A. Background Information / Data Gathering</b>	
Kickoff Meeting	\$ 800
Site Visit / Data Gathering	\$ 1,200
Site Survey / GPS	\$ 1,000
Development of Planning Conditions	\$ 2,000
<b>Subtotal – Subtask A</b>	<b>\$ 5,000</b>
<b>B. Analyses</b>	
Raw Water Supply	\$ 1,500
Raw Water Delivery	\$ 1,500
Treatment Plant / Storage	\$ 1,500
February / March 2019 Water Crisis	\$ 1,800
WaterCAD / Hydraulic Model	\$ 2,500
Capacity Analysis vs. Growth	\$ 1,700
<b>Subtotal – Subtask B</b>	<b>\$ 10,500</b>
<b>C. Training / Monitoring Plans</b>	
Monitoring plan for spring box flows	\$ 1,000
Review of staffing levels	\$ 1,000
Training for WaterCAD model use	\$ 1,000
<b>Subtotal – Subtask C</b>	<b>\$ 3,000</b>
<b>D. Recommendations / Report</b>	
Raw Water Supply Alternatives	\$ 1,800
Potable Water System Upgrade Alternatives	\$ 2,800
Final recommendations system wide	\$ 1,900
Compile final report	\$ 2,000
<b>Subtotal – Subtask D</b>	<b>\$ 8,500</b>
Mileage	\$ 1,000
<b>Project Total</b>	<b>\$ 28,000</b>



**JDS-HYDRO CONSULTANTS, INC.**

**AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT, entered into at Paonia on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Town of Paonia hereinafter called "Client" and JDS-HYDRO CONSULTANTS, INC., a Colorado Corporation, hereinafter called "Engineer", is as follows:

The Client engages Engineer to perform professional services for a project known as:

Town of Paonia – Professional Engineering Services for Town Water Infrastructure Analysis

hereinafter called the "Project". The Client and Engineer for mutual consideration hereinafter set forth, agree as follows:

- A. Engineer agrees to provide and perform certain professional engineering services for Client upon the Project as follows:  
See Attached Scope of Services (Contained in Proposal)
- B. Client's responsibility shall be as follows:  
See Attached Scope of Services (Contained in Proposal)
- C. Client agrees to pay Engineer as compensation for his services as follows:  
See Attached Scope of Services (Contained in Proposal)
- D. The standard provisions set forth upon the reverse side are incorporated hereinto and made a part of this agreement.

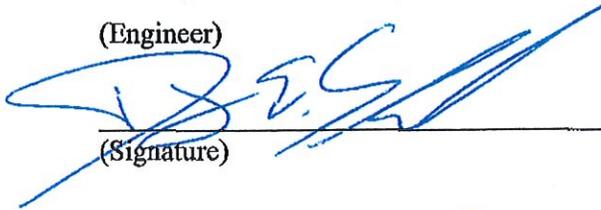
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and on the reverse side of hereof, the day and year first above written.

**JDS-Hydro Consultants, Inc.**

**Town of Paonia**

(Engineer)

(Client)

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: JDS-Hydro Consultants

BY: \_\_\_\_\_

TITLE: Vice President

TITLE: \_\_\_\_\_

**GENERAL PROVISIONS**

The Client and Engineer agree that the following provisions shall be a part of their agreement.

1. Neither the Client nor Engineer shall assign his interest in this agreement without the written consent of the other.
2. All agreements on Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of, delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late or slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.
4. The Engineer is not responsible, and liability is waived by Client as against Engineer, for use by Client or any other person of any plans or drawings not signed by Engineer. The Engineer shall not be responsible for use of Engineer's plans and/or specifications by any third person or party, without the prior, express written consent of the Engineer.
5. All tracings, survey notes, computer records, including electronic files and other original documents as instruments of service are and shall remain the property of the Engineer, except where by law or precedent these documents become public property.
6. Our liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability insurance coverage, which we maintain in limits in excess of \$500,000. For any damages on account of any error, omission or other professional negligence our liability will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater.
7. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.
8. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
9. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. In the event all or any portion of the work prepared or partially prepared by the Engineer be suspended, abandoned, or terminated, the Client shall pay the Engineer for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
11. Any Opinion of the Construction Cost prepared by the Engineer represents his judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such Opinions as compared to contractor bids or actual cost to the Client.
12. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability proximately arising from the sole negligence of the Engineer. In the performance of its professional services, Engineer will use that degree or care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities.
13. In the event Client fails to pay Engineer promptly or within sixty (60) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of the Engineer under this agreement terminated. In such event, Client shall then promptly pay the Engineer for all of the fees, charges and services performed by Engineer on an agreed hourly basis.
14. Should litigation be necessary to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
15. If Notice to Proceed from the Client does not commence within sixty (60) days from the date listed on the front of this contract, this contract may be considered null and void by either party, if so desired, and be subject to renegotiation prior to the Engineer commencing work on the project.
16. There are no understandings or agreements except as herein expressly stated.
17. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
18. The Client and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and Clients retained for the project and to require all independent contractors and Clients also to include a similar mediation provision in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

	CIRSA – 2020 Property/Casualty Contribution Quote		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:



**Current Deductibles:**

Liability	Auto Liability	Auto Physical Damage	Property
\$1,000	\$1,000	\$1,000	\$1,000

Description	Amount
Contribution Before Reserve and Loss Experience	\$57,940.40
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	\$8,794.25
<b>Total 2020 Preliminary Quotation before Credits</b>	<b>\$66,734.65</b>

**To Renew with Current Deductibles**

**Initial Here:** \_\_\_\_\_

**Loss Control Credits**

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2020 Loss Control Audit Credit	(\$647.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
<b>Total Preliminary Quotation at Current Deductible with all Available Credits</b>	<b>\$66,087.65</b>			

**Alternative Deductibles**

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)

\*Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

**Billing Options (Please indicate which option you choose)**

<input type="checkbox"/> Annual Billing on January 1, 2020	<input type="checkbox"/> Quarterly Billing January 1, April 1, July 1, and October 1, 2020
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August 30, 2019

Corinne Ferguson, Town Clerk  
Town of Paonia  
P.O. Box 460  
Paonia, CO 81428

**RE: 2020 Property/Casualty Preliminary Contribution Quotation**

Dear Corinne:

Enclosed is the preliminary quotation for your 2020 contribution to the CIRSA Property/Casualty Pool.

As we have previously advised you, the excess/reinsurance market continues to be unfavorable in Colorado and elsewhere. Your quotation reflects these unfavorable conditions.

Colorado now has the unfortunate reputation of being No. 1 in hail losses nationwide. The property market has responded by raising deductibles, dramatically increasing the cost of insurance, and in some situations, withdrawing from the market altogether. Whether individually insured or as part of a pool, municipalities and other insurance consumers are all facing a hard market for property insurance. A significant portion of your 2020 quotation reflects these conditions.

Another situation being faced by municipalities in Colorado and elsewhere is the legal climate confronting law enforcement. Our members have experienced some severe law enforcement liability claims that have increased the cost of liability coverage for 2020.

Despite these market conditions, CIRSA remains committed to keeping each member's cost of risk as low as possible. One of the benefits of pooling is that those members with substantial member equity will experience less of an impact from these rate increases than newer members, who have less equity in the pool.

Whether you are a long-time or newer member, now is a good time to look at your chosen property and liability deductibles. Many of our members have greatly expanded their budgets and operating expenditures over the past several years, but have not increased their chosen deductibles accordingly. A higher deductible is one way in which you may be able to greatly offset the increase in your contribution for 2020. Linda Black, Chief Financial Officer, will be reaching out in coming weeks to those members we have identified as having an imbalance between their operating expenditures and their chosen deductibles. We can run a deductible analysis for you and help you choose deductibles that are more in line with your financial capacity.

Of course, being a member of a pool offers you significant benefits that are not available elsewhere. CIRSA will continue to offer you the very best in risk management services specifically tailored to your needs. Please see the attached brochure for a summary of those services.

The attached quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2020, will be adjusted for any changes made to your 2020 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2020 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2020 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2020 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by **Tuesday, October 1, 2019**. When completing your form, please make sure to:

- Initial next to your entity's desired deductible option for 2020
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the Quotation sheet
- Indicate which payment option you would like for 2020 on the Quotation sheet
- Return the signature page signed by an authorized signer

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, Property Damage Caused by Member's Operation of Mobile Equipment coverage, or Detainee Medical coverage, they are not included in this mailing. The carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these coverages will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Courtney Fagan, Strategy and Member Engagement Manager, is available to offer any further explanation of your quote that you may require. Courtney can be reached at (720) 728-1304 or [courtneyf@cirsa.org](mailto:courtneyf@cirsa.org). We are also available to give presentations to your council or board of trustees upon request.

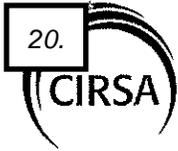
Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2020.

Sincerely,



Tami A. Tanoue  
Executive Director

enc.



**Current Deductibles:**

Liability	Auto Liability	Auto Physical Damage	Property
\$1,000	\$1,000	\$1,000	\$1,000

Description	Amount
Contribution Before Reserve and Loss Experience	\$75,528.90
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	-\$8,794.25
<b>Total 2020 Preliminary Quotation before Credits</b>	<b>\$66,734.65</b>

**To Renew with Current Deductibles**

**Initial Here:** \_\_\_\_\_

**Loss Control Credits**

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2020 Loss Control Audit Credit	(\$647.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
<b>Total Preliminary Quotation at Current Deductible with all Available Credits</b>	<b>\$66,087.65</b>			

**Alternative Deductibles**

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)

\*Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

**Billing Options (Please indicate which option you choose)**

<input type="checkbox"/> Annual Billing on January 1, 2020	<input type="checkbox"/> Quarterly Billing January 1, April 1, July 1, and October 1, 2020
--	--

Preliminary 2020 Contribution Quotation Continued

This preliminary quotation includes all exposures reported on your entity's 2020 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 16, 2019.

\* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

\*\* Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2020 Property/Casualty Renewal Application, the Town of Paonia has elected to participate in Uninsured/Underinsured Motorist Coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

**The undersigned is authorized to accept this preliminary quotation on behalf of the Town of Paonia.**

*We accept this preliminary quotation for January 1, 2020 to January 1, 2021. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2020, actual excess insurance premiums, and any changes made to our 2020 renewal application.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)**

**Both pages of this form must be returned by Tuesday, October 1, 2019.** A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant  
3665 Cherry Creek North Drive  
Denver, CO 80209



## PROPOSED 2020 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2020 to January 1, 2021 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

### I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
  - 1. General liability
  - 2. Automobile liability
  - 3. Law enforcement liability
  - 4. Public officials errors and omissions liability
  - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

### II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

#### A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property\*
- 1. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 2. \$1,000,000 per claim/occurrence liability
- 3. \$1,000,000 each and every claim public officials liability
- 4. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 5. \$150,000 per claim/occurrence crime

\*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

**B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:**

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

**C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:**

- 1. Excess property: to \$500 million each claim/occurrence
- 2. Excess liability: to \$10 million each claim/occurrence; \$5 million excess auto liability; \$10 million annual aggregate for public officials errors and omission liability
- 3. Excess crime (optional): to \$5 million per claim/occurrence

**D. MEMBER DEDUCTIBLES:**

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

## EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

### LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2019, and renew their membership in 2020, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2020 and would like to receive one in future years, please contact your Loss Control Representative.

### LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2020 contributions. Your entity's balance in this account on August 8, 2019, if any, is shown on the quote letter.

### ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2020 and return it to the CIRSA office *on or before Tuesday, October 1, 2019*. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

### WITHDRAWAL PROCEDURES *(if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA no later than Tuesday, October 1, 2019, for a withdrawal without penalty effective January 1, 2020.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

**WITHDRAWAL NOTICE**

**MUST BE RECEIVED AT THE CIRSA OFFICE  
ON OR BEFORE TUESDAY, OCTOBER 1, 2019**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2020. Under CIRSA Bylaws, this form must be received by CIRSA *no later than Tuesday, October 1, 2019*, for withdrawal without penalty effective January 1, 2020.

\*\*\*\*\*

**NOTICE OF WITHDRAWAL FROM CIRSA**

This is to notify the CIRSA Board of Directors that the Town of Paonia is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2020. We understand the Town of Paonia remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the Town of Paonia.

**Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ARTICLE XIV

### Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.

	CIRSA – 2020 Workers’ Compensation Contribution Quote		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

August 30, 2019

Corinne Ferguson, Town Clerk  
Town of Paonia  
P.O. Box 460  
Paonia, CO 81428

**RE: 2020 Workers' Compensation Preliminary Contribution Quotation**

Dear Corinne:

Enclosed is the preliminary quotation for your 2020 contribution to the CIRSA Workers' Compensation Pool. We're pleased to let you know that contributions reflect the excellent job members have done in controlling losses.

Now may be a good time to look at your chosen deductible. Many of our members have greatly expanded their payrolls in recent years, but have not increased their chosen deductibles accordingly. A higher deductible is one way in which you may be able to offset workers' compensation contribution amounts. If you have been identified as a member that may have an imbalance between total payroll and chosen deductible, we have included in your quotation an option for the next higher deductible level. If you would like to see additional deductible options, please contact Linda Black, Chief Financial Officer, at [REDACTED]. We can run a deductible analysis for you and help you choose deductibles that are more in line with your financial capacity.

Being a CIRSA member offers you significant benefits that are not available elsewhere, especially if you are also obtaining your property and liability coverages through CIRSA. For example, we are able to seamlessly manage claims that cut across coverage lines, such as a workers' compensation matter that also has liability implications, and can take a global perspective to defending and/or settling such a matter. CIRSA's risk management services are also specifically tailored to the unique needs of Colorado municipalities. Please see the attached brochure for a summary of those services.

The enclosed quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2020, will be adjusted for any changes made to your 2020 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2020 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2020 contribution, the amount of any Loss Control Credits available to your entity and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2020 CIRSA Workers' Compensation members is attached.

The acceptance form must be completed and returned to CIRSA by **Tuesday, October 1, 2019**.  
When completing your form, please make sure to:

- Initial next to your entity's desired deductible option for 2020
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the Quotation sheet.
- Indicate which payment option you would like for 2020 on the Quotation sheet.
- Return the signature page signed by an authorized signer.

Please note that if you have requested quotations for any of the Optional Coverage Programs including Occupational Accidental Death & Dismemberment Plan, Sports Accident Medical Plan, Community Service Workers' Accident Medical Plan, or Volunteer Accident Medical Plan coverage, they are not included in this mailing. The carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these coverages will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Courtney Fagan, Strategy and Member Engagement Manager, is available to offer any further explanation of your quote that you may require. Courtney can be reached at [REDACTED].  
We are also available to give presentations to your council or board of trustees upon request.

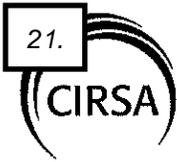
Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2020.

Sincerely,



Tami A. Tanoue  
Executive Director

enc.



**CIRSA Workers' Compensation Pool**  
**Preliminary 2020 Contribution Quotation**  
**Town of Paonia**

Description	Amount
Contribution Before Reserve and Loss Experience	\$22,386.00
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	-\$2,802.00
<b>Total 2020 Preliminary Quotation before Credits</b>	<b>\$19,584.00</b>

**Current Deductible or SCP: \$0**

**To Renew with Current Deductible Initial Here: \_\_\_\_\_**

**Loss Control Credits**

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit WC Contribution	Deposit/Leave in Account	Send Check
2020 Loss Control Audit Credit	(\$910.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
<b>Total Preliminary Quotation at Current Deductible with all Available Credits</b>	<b>\$18,674</b>			

**Alternative Deductibles**

Deductible/SCP	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)
\$500	\$19,003.00	

\*Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

**Billing Options (Please indicate which option you choose)**

<input type="checkbox"/> Annual Billing on January 1, 2020	<input type="checkbox"/> Quarterly Billing January 1, April 1, July 1, and October 1, 2020
--	--

Preliminary 2020 Contribution Quotation

This preliminary quotation includes all exposures reported on your entity's 2020 Workers' Compensation Renewal Application.

**The undersigned is authorized to accept this preliminary quotation on behalf of the Town of Paonia.**

*We accept this preliminary quotation for January 1, 2020 to January 1, 2021. We understand our final invoice may increase or decrease depending upon the number of Workers' Compensation members for 2020, actual excess insurance premiums, and any changes made to our 2020 renewal application.*

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)**

**Both pages of this form must be returned by Tuesday, October 1, 2019.** A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant  
3665 Cherry Creek North Drive  
Denver, CO 80209



## **PROPOSED 2020 WORKERS' COMPENSATION COVERAGES**

The types and monetary limits of the proposed coverages to be provided to CIRSA Workers' Compensation members for the applicable coverage period of January 1, 2020 to January 1, 2021 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

### **I. TYPES OF COVERAGES** (subject to the limit on CIRSA's liability as described in Section II below):

- A. Workers' Compensation coverage
- B. Employer's Liability coverage

### **II. PROPOSED CIRSA LOSS FUND, AGGREGATE LIMITS, RETENTIONS, EXCESS INSURERS/REINSURERS**

For the coverages described in Section I, CIRSA is liable only for payment of the self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

The CIRSA loss fund is as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Workers' Compensation Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

CIRSA's proposed self-insured retention will be \$500,000 per claim/occurrence for all claims made by employees other than firefighters or police officers and \$750,000 for all claims made by firefighters or police officers. Coverages in excess of the retention (to statutory limits for Workers' Compensation coverage, and to \$1,000,000/accident for Employer's Liability coverage) are provided by the excess insurers and/or reinsurers in the applicable excess and/or reinsurance policies, and are payable only by those excess insurers and/or reinsurers.

### **III. 2020 PAYROLL AUDIT**

The payroll information in your 2020 renewal application is based on your estimated payroll for 2020. We will ask you to provide your actual 2020 payroll in January 2021 and your 2020 contribution will be adjusted to reflect the actual payroll amounts.

## EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

### LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2019, and renew their membership in 2020, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2020 and would like to receive one in future years, please contact your Loss Control Representative.

### LOSS CONTROL ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2020 contributions. Your entity's balance in this account on August 8, 2019, if any, is shown on the quote letter.

### ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2020 and return it to the CIRSA office *on or before Tuesday, October 1, 2019*. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

### WITHDRAWAL PROCEDURES (*if applicable*)

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA no later than Tuesday, October 1, 2019, for a withdrawal without penalty effective January 1, 2020.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

**WITHDRAWAL NOTICE**

**MUST BE RECEIVED AT THE CIRSA OFFICE  
ON OR BEFORE TUESDAY, OCTOBER 1, 2019**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2020. Under CIRSA Bylaws, this form must be received by CIRSA *no later than Tuesday, October 1, 2019*, for a withdrawal without penalty effective January 1, 2020.

\*\*\*\*\*

**NOTICE OF WITHDRAWAL FROM CIRSA**

This is to notify the CIRSA Board of Directors that the Town of Paonia is withdrawing from CIRSA for purposes of Workers' Compensation coverage effective January 1, 2020. We understand the Town of Paonia remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the Town of Paonia.

**Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ARTICLE XIV

### Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than a January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1, but the member's written notice of withdrawal is received by CIRSA more than thirty (29) days after the date on which CIRSA mailed a preliminary quote of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quote is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.

	Interim Town Administrator Contract		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

**INTERIM EMPLOYMENT AGREEMENT**

This Interim Employment Agreement (this "Agreement"), dated this \_\_\_ day of September, 2019, is by and between the Town of Paonia, a Colorado statutory municipality, located in the County of Delta, State of Colorado ("Town"), and J. Corinne Ferguson ("Ms. Ferguson"), whose address is \_\_\_\_\_.

**RECITALS**

- A. Ms. Ferguson is currently the Town Clerk for the Town of Paonia; and
- B. The Town, by and through its Board of Trustees, appointed Ms. Ferguson as Interim Town Administrator at its regular meeting of August 27, 2019; and
- C. The Town has initiated the process to hire a full-time, permanent Town Administrator; however, until that process is complete, Ms. Ferguson shall serve as the Interim Town Administrator.

**NOW THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1: Term**

- A. This Agreement shall commence on August 27, 2019 and expire the earlier of the Town hiring a new full-time Town Administrator, or December 31, 2019, and subject to early termination as provided below.
- B. Notwithstanding anything to the contrary within this Agreement, Ms. Ferguson, as Interim Town Administrator, shall be deemed to be an employee at will, and nothing in this Agreement shall prevent or otherwise interfere with the right of the Town Board of Trustees to terminate the services of Ms. Ferguson as the Interim Town Administrator at any time, subject only to the applicable provisions of this Agreement. Likewise, nothing in this Agreement shall prevent or otherwise interfere with the right of Ms. Ferguson to resign at any time as the Interim Town Administrator.

**Section 2: Duties and Authority**

- A. The Town agrees to employ Ms. Ferguson as Interim Town Administrator to perform the functions and duties in accordance with the Paonia Municipal Code and the Job Description, attached to this Agreement as **Exhibit A**, and to perform other legally permissible and proper duties and functions as prescribed by Colorado State statute as well as the Board of Trustees from time to time.
- B. While serving as Interim Town Administrator, Ms. Ferguson shall continue to serve as the Town Clerk for the Town, in accordance with her current job description and as prescribed

by the Town Code. This Agreement only governs Ms. Ferguson’s employment as Town Administrator and does not govern her employment as Town Clerk. Ms. Ferguson shall not be considered an appointed Town Officer as the Interim Town Administrator for the Town.

- C. Ms. Ferguson is currently married to the Chief of Police for the Town of Paonia, Mr. Neil Ferguson. For so long as Ms. Ferguson is serving as Interim Town Administrator, the Chief of Police shall report directly to the Mayor of the Town, and shall not report to the Interim Town Administrator.

**Section 3: Compensation**

- A. Base Salary: The Town agrees to pay Ms. Ferguson a monthly base salary of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$6,666.70) ("Base Salary"), which shall be paid periodically on the same regular paydays applicable to all other Town employees. For the term of this Agreement, the Base Salary shall be Ms. Ferguson’s only compensation from the Town, and she shall not be compensated as both Interim Town Administrator and as Town Clerk.

**Section 4: Employees Benefits**

During the term of this Agreement, and thereafter when specifically provided herein, Ms. Ferguson, in addition to the Base Salary provided for in Section 3, shall have and be entitled to receive from the Town the following employee benefits:

- A. Personal Time Off (PTO) to the extent such is provided for under the Town's employee benefit package;
- B. Disability coverage to the extent such is provided for under the Town's employee benefit package;
- C. Health, dental and vision benefits to the extent such is provided under the Town's employee benefit package;
- D. Life, accidental death and dismemberment insurance to the extent such is provided under the Town's employee benefit package;
- E. Retirement benefits on the same basis as all other non-police, full-time employees of the Town; and
- F. For the purposes of attending to Town Business during the winter months, the Town shall provide the Ms. Ferguson with access to a four-wheel-drive vehicle that she may use for attending to Town Business outside the limits of the Town.

**Section 5: General Business Expenses**

- A. The Town agrees to provide a cellular phone for Ms. Ferguson.

**Section 6: Termination**

For the purpose of this Agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Interim Town Administrator at a duly authorized public meeting and provides a minimum of ten (10) days’ written notice to the Interim Town Administrator, or
- B. The Board hires and retains a full-time Town Administrator and provides a minimum of ten (10) days’ written notice to the Interim Town Administrator, or
- C. Breach of contract declared by either party with a ten (10) day cure period for either the Interim Town Administrator or the Town. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17, or
- D. Cause as determined by the Board of Trustees. Cause under this Agreement shall include, but not be limited to, the following:
  - i. Failure to comply with applicable material provisions of the Paonia Municipal Code or the Town of Paonia Employee Resource Guide;
  - ii. Disclosure of confidential information, documents or correspondence without authorization;
  - iii. Indulging in repeated offensive conduct or abusive conduct directed at Town employees or members of the public;
  - iv. Failure to comply with applicable provision of the standards of conduct for local governmental officials contained in CRS 24-18-101 to 24-18-206;
  - v. Any conduct that results or could result, in the reasonable judgment of the Town, in the conviction of a felony or crime involving fraud, theft, or misappropriation; or
  - vi. Failure to perform job duties following prior written notice, or conduct which constitutes insubordination or dereliction of duties, in either case in the reasonable judgment of the Board of Trustees.

**Section 7: Severance**

- A. In the event Ms. Ferguson is terminated as Interim Town Administrator, either with or without cause given, she shall not be entitled to any severance pay.

**Section 8: Resignation**

The Interim Town Administrator may elect to terminate this Agreement without cause by giving the Town written notice of her intention to terminate. The Interim Town Administrator shall not be entitled to any severance if she makes such an election. Such notice shall specify a termination date that shall not be less than ten (10) days from the date the notice is given. Unless otherwise agreed in writing by both parties, the Interim Town Administrator shall continue to perform the duties of the Interim Town Administrator, as described herein, on a full-time basis until the termination date specified in the notice. The Interim Town Administrator shall continue to receive compensation and benefits herein provided for so long as she continues to perform such duties. All compensation and employee benefits shall cease to accrue on the termination date or upon such earlier date when the Interim Town Administrator is no longer performing the duties of her office as described herein.

**Section 9: Hours of Work**

The Town expects and the Interim Town Administrator agrees that the Interim Town Administrator's hours of employment must be flexible and sometimes will be long and irregular. The Interim Town Administrator's duties hereunder will often require her attendance at and participation in meetings and other functions which occur during evening hours and occasionally on weekends. The Interim Administrator understands and agrees that she will not be entitled to overtime pay, or any other form of financial remuneration over and above the Base Salary and benefits provided for herein with respect to the performance of her duties and her long hours of service hereunder, and that she shall be deemed an "exempt" employee under the provisions of the Fair Labor Standards Act.

**Section 10: Outside Activities**

Notwithstanding Ms. Ferguson's service as the Town Clerk, the employment provided for by this Agreement shall be the Interim Town Administrator's sole employment.

**Section 11: Indemnification**

The Interim Town Administrator shall be defended and indemnified in her actions undertaken in her official capacity as Interim Town Administrator pursuant to all insurance coverages maintained by the Board and pursuant to the terms of the Colorado Governmental Immunity Act. The Interim Town Administrator shall, however, not be indemnified for any act or omission that is willful and wanton, as those terms are defined under the Colorado Governmental Immunity Act.

**Section 12: Bonding**

Town shall bear the full cost of any fidelity or other bonds required of the Interim Town Administrator under any law or ordinance.

**Section 13: Other Terms and Conditions of Employment**

The Town, only upon agreement with the Interim Town Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Interim Town Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code or any other law.

**Section 15: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) TOWN: Town of Paonia  
c/o Mayor  
P.O. Box 460  
Paonia, CO 81428
- (2) EMPLOYEE: J. Corinne Ferguson  
\_\_\_\_\_  
\_\_\_\_\_

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 16: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Interim Town Administrator relating to the employment of the Interim Town Administrator by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the Town and the Interim Town Administrator as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall be effective August 27, 2019.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect

as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

- E. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.
- F. The parties agree and acknowledge that in the event of a dispute concerning this Agreement or the Interim Town Administrator's employment, venue for any such dispute shall be proper in Delta County District Court. Further, the parties agree that prior to becoming involved in any litigation regarding this Agreement or the Interim Town Administrator's employment, they shall first attend mediation to attempt to resolve any such dispute and use their best efforts to resolve the same. To the extent mediation fails and/or litigation ensues, the party that substantially prevails shall be entitled to full reimbursement of all reasonable legal fees and costs, including expert and attorney's fees if any, whether related to mediation or litigation.

NOW THEREFORE, the Board of Trustees approves this Agreement at a regular meeting of the Board of Trustees this 10<sup>th</sup> day of September, 2019.

TOWN OF PAONIA

By: \_\_\_\_\_  
Charles Stewart, Mayor

By: \_\_\_\_\_  
J. Corinne Ferguson,  
Interim Town Administrator

EXHIBIT A

TOWN OF PAONIA

JOB DESCRIPTION

TOWN ADMINISTRATOR

Department: Administration  
 FLSA Status: Exempt  
 Reports To: Mayor & Board of Trustees  
 Directly Supervises: Department Heads and indirectly all Town Staff except the Town Attorney and Municipal Judge

General Statement of Duties -

At the pleasure of the Board of Trustees, this position is the Chief Administrative Officer of the Town. Under the general supervision of the Mayor, directs and coordinates the day-to-day activities of all departments, department heads and employees of the Town of Paonia. Exercises authority (including appointment and removal) over all other management, supervisory, professional, technical, clerical and other staff.

Essential Functions –

Essential functions of the position include, but are not limited to:

- Performs a wide variety of functions to facilitate the administrative operations of the Town;
- Attends all Board meetings, participates in discussion and makes recommendations to the Board;
- Assists Mayor in the development of agendas for all meetings;
- Serves as Human Resources Officer, unless otherwise assigned;
- Prepares and submits annual Town budget in compliance with Colorado budget laws;
- Manages staff to obtain effective and efficient use of budgeted funds, personnel, materials facilities and time;
- Ensures proper administration and execution of the Paonia Municipal Code, of agreements and contracts executed by the Town and all other policies, rules and regulations as approved by the Board of Trustees;
- Manages, directs and develops systems for long-range planning and prioritization of projects and programs. Develops and implements the Comprehensive Plan for the Town;
- Works with legal counsel with regard to legal issues involving the Town;
- Serves as principal public relations, public information and intergovernmental affairs officer for the Town. When directed, represents the Town at meetings with federal, state and other local government officials;
- Oversees all Town purchases and approves major purchases of goods and services;
- Reviews and makes recommendations on all applications for development, subdivisions, special use permits, annexations and other community development activities;
- Oversees the coordination and management of all Town-sponsored events; the review and permitting of privately-sponsored special events on Town-owned property and the provision of Town services as may associated with said events;
- Oversees all professional and consulting service agreements entered into by the Town, including engineering, architectural, financial, planning & zoning, human resources, etc.;

- Conducts regular staff meetings to establish project priorities and to ensure the coordination of such information between staff and the Board of Trustees;
- Prepares special reports and provides analysis and evaluation as directed by the Board; and
- Develops and supervises grant applications and awards.

Required Knowledge, Skills and Abilities –

Knowledge of:

- Modern practices and principles of public administration;
- The workings, laws and regulations affecting the operation of municipal government;
- Research methods and practices, sources and availability of information;
- Modern municipal public finance administration and practices;
- Fiscal and other laws specific to Colorado such as GASB, TABOR and the Gallagher Amendment;
- Risk management and insurance issues;
- Employment laws such as FLSA, ADA, HIPPA, COBRA, Worker’s Compensation, Unemployment and the Family Medical Leave Act; and
- Federal, State and local laws and ordinances regulating the Town’s operations.

Skilled in:

- Preparing and presenting written and oral reports; and
- Communicating effectively with a wide variety of people, including the Board of Trustees, department heads, employees and representatives of other governmental agencies.

Ability to:

- Plan and coordinate a variety of problem-solving and fact-finding projects;
- Explain and interpret Town policies, procedures and functions;
- Establish realistic goals and priorities and attain them;
- Maintain effective working relationships with the public, media, Board, employees and citizens;
- Learn and retain technical and complex information, terminology, policies and procedures;
- Maintain composure under difficult situations;
- Communicate with personnel and the public in a tactful and courteous manner in face-to-face, one-on-one settings, in group settings, telephonically, electronically and in writing;
- Prepare and present ideas and findings clearly and concisely in written, oral and graphic form using proper sentence construction, punctuation and grammar;
- Carry out complex oral and written instructions;
- Research and prepare complex reports;
- Work well independently and with others to establish and attain objectives;
- Ensure accountability within the organization; and
- Organize workflow and manage time effectively.

Required Physical Capabilities –

While performing the duties of the job, the employee is regularly required to sit, talk, hear and occasionally lift and carry up to 20 pounds. The employee is regularly required to see, using close and

medium range vision. The employee is often required to work with and around standard office equipment.

Working Environment –

The essential duties/activities of this position are performed in a variety of locations with exposure to differing exterior and interior environments.

Material and Equipment Directly Used –

Desktop and/or laptop/notebook computer with email, Microsoft Office software, writing utensils, calculator, desk calendar/appointment book or scheduling software and cell phone/telephone with voicemail.

Additional Requirements –

Requires travel to off-site locations for meetings, appointments, conferences and trainings. Must possess a valid Colorado driver’s license and have an acceptable driving record.

Education and Experience –

Bachelor’s degree in Public or Business Administration or a similar field; five (5) years of progressively responsible experience in government and/or business with a minimum of three (3) years of working in local government administration, finance, planning or similar area; or any combination of education and experience.

*The Town of Paonia is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Town will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

	Finance & Personnel		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Public Works-Utilities-Facilities		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Governmental Affairs & Public Safety		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Space 2 Create		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

		Tree Board	
Summary:			
Notes:			
Possible Motions:			
Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart:

	Adjournment		
Summary:			
Notes:			
Possible Motions: Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bachran:	Trustee Bear:	Trustee Bookout:
Trustee Budinger:	Trustee Hart:	Trustee Knutson:	Mayor Stewart: