



**TOWN OF PAONIA**  
**REGULAR TOWN BOARD MEETING AGENDA**  
**TUESDAY, SEPTEMBER 26, 2023 6:30 PM**

<https://us02web.zoom.us/j/86018987481>  
**Meeting ID 860 1898 7481**

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

**Roll Call**

**Approval of Agenda**

**Announcements**

**Public Comment**

Any topic not included on the agenda, 3-minute time limit.

**Consent Agenda**

**Staff Reports**

[Departmental](#) Scorecard

**Actions & Presentations**

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

[Consideration](#) of Approval of the Planning Commission Recommendation to Approve V-23-02- Blue Sage Variance Request

[Consideration](#) of Approval for a Letter of Support for the Wilder Bunch- 2024 CPW Non-Motorized Trail Maintenance/Stewardship Application

[Appointment](#) to the Planning Commission by the Board of Trustees

[Consideration](#) of Support Letter Regarding NEPA Phase 2 Rulemaking

[Consideration](#) of approval of matching the rate increase for employee medical benefits

[Request](#) of NFPPRD for Construction Workers to Camp in Town Park while completing improvements to the Skate Park. The Construction Workers would also like access to the Teen Center for access to the showers and the kitchen.

**Mayor & Trustee Reports**

**Adjournment**

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

## **II. CONSENT AGENDA**

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

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

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

## **III. EXECUTIVE SESSION**

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

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

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

## **IV. SUBJECT TO AMENDMENT**

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

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

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>TOWN ADMINISTRATOR'S OFFICE</b>					
Improve Meter Reading & Bill Generation Processes	Caselle installed on TA Laptop, Next step to contact Badger and get access to the web system called Beacon. Export File from Beacon needs to be imported to Caselle. Spoke with Badger, interface work being coordinated to assist with setting up the software platform. John Brinkman with Badger for Beacon AMA, jbrinkman@badgermeter.com -> follow up on 8/1/23, David Chatagnier may find something while John is on vacation. Follow-up on 8/10-11/2023. John confirmed that we have paid for setup and it's just awaiting scheduling to set everything up. Will schedule for later in August a staff training and setup for meter reading. Training Scheduled for 9/19 - 9/20. Training Finished and Automation completed!!!		3.4.2022	9.14.23	9.20.23
Release of Conservation Trust Fund (CRT) Disbursements/File CTF Report	Awaiting completion of the FY-22 Audit to certify that expenditures tie to the GL. No penalty for filing the CTF report late.		7.17.23	7.17.23	
FY-22 Audit	Professional Management Solutions reported that the Audit should be finished in October, 2023, after further discussion it was determined that an RFP will need to be submitted and an Audit firm selected. RFP was live on 8.16.2023 with a closing date of 9.14.23		7.17.23	8.28.23	
CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grand, 4th & 5th	SGM CO #1 Forthcoming adding scope of work for GeoTech Eng. Svcs., and MOT plan to design set & Striping Plan, and Adding Add'l. meetings to Project Admin. as req. by CDOT. (Odisea didn't include in original design). CO #1 approved at the 8.22.23 Board Meeting, CO #1 was executed and submitted to SGM on 8.28.23		7.14.23	8.28.23	
Mid-Block Crosswalk on Grand Ave. & Parking issues at Pan America, work with PD on speed limits and regulated sign ordinance for stop signs (UTC)	Consider options for a midblock crosswalk on grand Ave. after careful consideration for mid-block crossing on Grand Avenue, Staff could not recommend a safe crossing without losing at least (6) parking spaces on the road. Parking issues at Pan American are still being considered. 9.12.23 meeting introduced ordinance for speed limits, stop signs, crosswalks, and parking restrictions. Reported that mid-block crossing on Grand Avenue couldn't be safely done with out restriping the entire length of the road. Revised Draft Ordinance to be on 1st Meeting in October.		7.11.23	9.14.23	
Policy Reviews: Purchasing, Internal Controls, and Personnel	Collecting various policies for review - first discussion at Department Head Meeting on 7.18.23, 8.1.23 Dept. Head meeting discussed procurement policies needing updates and building permit processes for updates		7.17.23	8.1.23	
SLFRF Report to USTreasury	Upload Project/Expenditure Report to SLFRF portal. Working with SAM.gov and US Treasury to get Town Administrator added as the entity administrator. Letter has been sign and resubmitted after being rejected for not including "Town Hall" in entity's registered name. Resubmitted on 8.28.2023. Received access to the reporting for the Town of Paonia on 9.11.23. Preparing report for filing on 9.14.23.		3.1.22	9.14.23	9.14.23
Ordinance for Water Companies/Agreements with Water Companies	At a minimum an agreement with water companies that describes expectations from the town, expecations from the water companies/subdivisions, indemnification, and insurance requirements should be considered to reduce liability to the town. Further discussion with the Water Attorney is necessary. Standardized IGA with Water Companies with clauses for mainetnace and increasing bulk water rates for non-compliance/if Water Company chooses to have the town complete mainenance.		7.11.23	8.1.23	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
Code Re-Write	Consulting Agreement needed with Leslie Klusmire to go through the Town's Existing Code and clean it up. Coordination between Leslie and Town Attorney. If funded by DOLA grant, then an RFP will need to be issued to meet the competitive bid requirement. Scheduled a phone call with a separate consulting firm to get a budget figure on price for DOLA grant for 8.28.23, once budget price received, will submit to DOLA for their consideration. Received Council Approval for \$25,000 Match from DOLA Admin Grant on 9.14.23. Submission of Grant on 9.15.23.		7.11.23	9.14.23	
Private Use of Public Rights of Way	Private property should have a lease agreement with the Town if utilizing the public right of way. Sandwich boards, outdoor dining areas, etc. and limited to in front of their own property lines. Otherwise, the only use of public right of way should be by the general public or with Town-owned property.		8.1.23	8.1.23	
Chase ink Credit Account	Submitted a letter to Chase Card Services to get control of the online banking account for the Chase ink Credit Card. Would like to see if any cashback rewards have been earned, and if so, where are they.		7.28.23	8.1.23	
Return Un-used items from SIPA grant	Returned Klipsch Bluetooth Speakers for a credit, opened a case with Amazon to return the audioquest dragonfly cobalt DAC, need to contact Amazon to return (2) Ankerwork Powerconf S500 units.		8.1.23	8.1.23	
Special Event Process and Applications	Improve the process and include the recent ordinance for street closures in the application process. This also includes the process for park reservations.		8.1.23	8.3.23	
DOLA IHOP Grant Reporting	Reimbursement reporting for IHOP Grant		8.31.23	9.14.23	
SAM.gov Renewal	Renewed SAM.gov information and added Amanda and Sam as contacts for the Town for Coog. Submitted renewal on 9.13.23, awaiting final approval. Received Renewal 9.20.23		8.1.23	9.14.23	9.20.23
Ordinance for Traffic Schedules	Ordinance for traffic schedules including: revized speed limit schedule, traffic control signage schedule, and crosswalk schedule. Draft is complete, discussion with Staff at 8.29.23 Department Head meeting, and send to Town Attorney for Review. 9.12.23 meeting introduced ordinance for speed limits, stop signs, crosswalks, and parking restrictions. Revised Draft Ordinance to be on 1st Meeting in October.		8.1.23	9.14.23	
<b>FINANCE DEPARTMENT</b>					
FY-22 Audit	Professional Management Solutions reported that the Audit should be finished in October, 2023, after further discussion it was determined that an RFP will need to be submitted and an Audit firm selected. RFP was live on 8.16.2023 with a closing date of 9.14.23		7.17.23	8.28.23	
Caselle GL Updates & Chart of Accounts	Professional Management Solutions working with Amanda to get Chart of Accounts correct and GL updated with the most recent reconciliations		3.1.23	7.17.23	
ADP Workforce Software Integration	Professional Management Solutions working with Staff to get ADP workforce implemented and integrated into the Caselle Software. ADP has gone live with time keeping and HR module solutions.		7.17.23	8.28.23	
Schedule of Fees	Introduced at the 7/11/23 Council Meeting. Further discussion may be warranted - including with sidewalk fees		7.11.23	7.17.23	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
Utility Rate/Fees	Water and Sewer Rates need to be reviewed		7.14.23	7.17.23	
SUTA - State Unemployment taxes	SUTA quarterly reporting and payments are all current.		3.1.23	7/28/2023	7/28/2023
Colorado State wage withholding	Reporting and payments are all current.		3.1.23	8.1.23	7/26/2023
IRS tax	941 Employers Federal Tax reporting and payment is current		3.1.23	8.1.23	7/7/2023
Working on chase credit cards for Michelle	Half way through entering each item on an excel sheet.		9/8/2023	9/15/2023	
Meter books have been printed for this month.	Printed meter books for PW to go out and read them for the week of 15th - 20th. I will be entering the reads next week.		9/13/2023		
Checks have been printed for finance committee	checks have been signed and will go out in the mail today.		9/13/2023		
Working on getting view only access back to the Colotrtrust account.	Called Colotrtrust and asked about getting access; they sent an email to the Mayor to get me permission to view the account only. Still waiting on a response from either the Mayor or Colotrtrust.		9/11/2023	9/14/2023	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>CLERK'S DEPARTMENT</b>					
Schedule CEBT Training	CEBT Training is Set up for 10:30 am on September 14th. Emma Dahlin will be here to explain benefits, how to access and to answer any questions the staff has. Had meeting with Emma Dahlin about yearly rate increases as well	FREE	7.17.23	8.22.23	9.14.23
Update Bidding Site	Created Main Contact user profile for Town Administrator on bidnet.com and coordinating training for RFP process		7.17.23	7.17.23	
Equipment Surplus	Asked Department Heads to start assessing what may be eligible to be declared Surplus Due November 1st		7.19.23		
Records Management System Development and Implementation	Organizing and documenting files and records	Staff Time and pending		9.7.23	
OnBoard with Empower	Empower set up and learned	Town's contribution percentage	7.17.23	7.19.23	8.21.23
Point & Pay/ Caselle Integration	Caselle and Point & Pay mapping by technicians	Point and Pay Absorbed Costs	2.15.23	9.7.23	
ADP Workforce Software Integration	As of 8.19.23 employees are time keeping in modules. Deduction set up almost complete, PTO accrual and taken banks are set up. Did not go live on 9.8.23 due to a miscommunication between teams on the ADP side. New go live date is 10.06.23 when new quarter begins.		7.17.23	9.7.23	
Updating Personnel Records	Personnel files are updated, all staff are signed up for eligible benefits.	Staff Time	7.19.23	7.27.23	7.27.23
Set up UMB Coding Strings	Staff training on online site on 9.13.23	Staff time	8.10.23	9.6.23	9.13.23
Create checklists for Clerk Duties	Create checklists, for all permits, licensing, agenda, board meeting, record retention, new hires etc for consistency and thoroughness. Updating as we go concurrent with the training for new Deputy Clerk	Staff Time	7.19.23	9.11.23	
Records and vault reorganization, retention compliance	Actively going through, starting new organization process and logging	Staff Time	8.15.23	9.14.23	
Schedule of Fees	Update and have for Stefen by November		8.30.23		
Learn about liens	Be prepared to file liens		8.21.23		

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
November 7th Coordinated Elections	Not participating until Spring	\$2650.00 estimated	8.18.23	8.23.23	8.23.23
MuniDocs clean- up & catch up	Working on alongside records organization		9.14.23		
Set up Munimeetings workflow and multiple users for easier agenda management	Workflows live, Trustees and planning commission members next for training.	Staff Time	8.8.23	9.14.23	
<b>PUBLIC WORKS DEPARTMENT</b>					
Sidewalk Asset Plan	Working with contractor to determine which projects have been completed within the last 4-5 years.		6.14.2023	7.17.23	
ADA Transition Plan	Discussed at Department Head Meeting, will need to begin to evaluate crossings throughout intersections in Town		8.1.23	8.1.23	
Begin Maintenance on Alley/Pocket Park between Town Hall and Odisea	PW to provide staff to trim vine growth, clean pocket park lamps; hide/secure the sewer cleanout; and move bike rack to more accessible location. Completed on 8.25.23		8.1.23	8.28.23	
Remove old flagpoles from arch at Town Hall and Replace with US Flag and Colorado Flag under archway	Cory to evaluate what can work underneath the archway that can safely and respectfully display the US flag and the Colorado State Flag. PW Staff fabricating a hanging display for under the vestibule 8.25.23		8.1.23	8.28.23	
Miner's Memorial in Town Park	Add Temporary vapor barrier to top of walls while awaiting new granite pieces being purchased.	\$2,500	8.22.23	8.22.23	
Add cornering mirror at Pan American and Rio Grande	Completed installation of cornering mirror at Rio grand and Pan American. Larger mirror ordered and will replace the one initially installed	\$300	8.8.23	8.25.23	
Move Slow Children at Play sign from further side of Apple Valley Park Entrance to side closer to the bridge	Completed relocation		8.15.23	8.25.23	

TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>WATER DEPARTMENT</b>					
CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grand, 4th & 5th	Water Line under InX may need replaced if it's steel or iron. Cost will be internal labor to replace it, and needs coordinated with final contractor - WD to verify pipe under roadway.		7.17.23	7.17.23	
Utility Fee Study	Water and Sewer Rates need to be reviewed		7.14.23	7.17.23	
CDPHE Free Assistance Program for Lead Service Lince Replacement	Applied today for the program with Cory and Stefen as PoC		8.1.23	8.1.23	
Replace meters at Burges & Lamborn Mesa Water Companies	Burges Vault in process of repair and Lamborn Mesa meter replacement will begin soon		8.3.23	8.3.23	
Meter Reading	Meters must be read every month - estimating bills has become problematic		8.7.23	8.7.23	
<b>WASTEWATER DEPARTMENT</b>					
Utility Fee Study	Water and Sewer Rates need to be reviewed		7.14.23	7.17.23	
NPDES Contact Update	Stefen needs to be added as the Executive/Administrative contact for the NPDES Permit. All Correspondence regarding NPDES Permit needs to go to Town Hall Attention: Stefen Wynn, Town Administrator		8.1.23	8.1.23	
Dorris Avenue Sewer Line Replacement	Door Hangers need to go on affected property owner's doors on Wednesday Morning, 8.9.23		8.7.23	8.7.23	
Meter Reading	Meters must be read every month - estimating bills has become prolematic		8.7.23	8.7.23	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>POLICE DEPARTMENT</b>					
Renewing LESO 1033 Application	Application has been renewed and Updates submitted				7/1/2023
Conducting LESO 1033 Equipment Audit	Equipment audit has been completed and all items accounted for and securely stored				7/1/2023
Speed limit study to evaluate potential changes to town wide speed limits	Speed Data is being collected via lidar and radar. Business and home owners are being contacted in reference to a possible speed limit reduction	Patrol Function/Admin Assistance	6/1/2023		
Compiling possible municipal code additions, subtractions, and combinations to adress shortfalls in current muni code	The department is looking at approximately five (5) code updates/ replacements/new codes to be added by the end of the year.				
Reviewing possible municipal code fee/fine updates to adress shortfalls in current muni code	Reaching out to other like sized or surrounding muniaplities to compile fee and fine amounts.	UNK	3/1/2023	Aug-23	
Lexipol Policy manual review and implementation.	Policies are being reviewd weekly and some changes made. Some policies are sent to town legal counsel for review and input.	PD Admin Function	Dec-2022	Aug- 23	
Patrol Car Outfitting	With a fully staffed department we are needing to get a patrol car fully set up. The patrol car currently being used by the newest officer has no cage for safely transporting individuals. The patrol car is also lacking any radar equipment or overhead lighting.	PW Staff/Donated Eqpt	23-May	23-Aug	
ESS Security Training	Department Staff are continuing to take the ESS trainings and work towards the 630 Point minimum point threshold	Patrol Function	Mar-23	23-Aug	
<b>CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grand, 4th &amp; 5th</b>					
CO#1 from SGM	SGM CO #1 Forthcoming adding scope of work for GeoTech Eng. Svcs., and MOT plan to design set & Striping Plan, and Adding Add'l. meetings to Project Admin. as req. by CDOT. (Odisea didn't include in original design.	\$40,000.00	7.17.23	7.17.23	
Water Department Water Line Verification	Water Line under InX may need replaced if it's steel or iron. Cost will be internal labor to replace it, and needs coordinated with final contractor - WD to verify pipe under roadway.		7.17.23	7.17.23	
Construction Timeline	SGM estimates that construction will more likely be in Spring 2025, and not Spring of 2024 - TA to verify why?		7.17.23	7.17.23	
R/W Acquisition	Plat from the school needs to be recorded - need to contact Wilmore for changes to legal description; County needs to give R/W ASAP; Need to contact private property owner about R/W in front of home (may have an easement). Scheduled to go to the next School Board Meeting for approval - scheduled for 9.14.23		7.17.23	8.28.23	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>DORRIS AVE. SEWER REPLACEMENT</b>					
Notice of Award - K&D	Notice of Award submitted to K&D Construction so that they can begin planning Mobilization on site. Notice of Award received.		7.17.23	7.17.23	7.27.23
Agreement	Signed Contract received by K&D, awaiting bonding documentation, once received the original agreement and bonding information will be sent via mail to the Town for final execution and records. Needs to include: 1) Agreement; 2) Notice of Award; 3) Notice to Proceed; 4) Performance and Payment Bonds; 5) General Conditions; 6) Supplementary Conditions; 7) Specifications bearing, "Dorris Ave. Sewer Replacement"; 8) Addenda numbers to inclusive; 9) Contractor's Bid Form; 10) Drawing Sets prepared by Respec G1 - C2; 11) Any modification including change orders	\$299,399.50	7.27.13	8.4.23	
Pre-Construction Meeting	K&D Construction, Inc. met with Town Staff and Design Engineer from Respec for a Pre-con meeting to go over mobilization, determining a start date - NTP to be issued on 8.10.23 and coincides with their start date		8.3.23	8.7.23	
Service Lines at various depths unknown to original design engineering	K&D Construction, Inc. located some service lines that are at different elevations than designed. While exploring the service lines and discussing a plan to get them connected with positive flow, this may result in a couple of days being added to substantial and final completion		8.24.23	8.28.23	

**TOWN OF PAONIA  
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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>Colorado River Water Conservation District Grant</b>					
Grant for \$25,000 for matching funds for the Hydrogeology Study	Contract, COI and W-9 sent and recieved			7.20.23	7.21.23
<b>HOUSING NEEDS ASSESSMENT</b>					
Open House with Community	Data Collection and Community Stakeholder Outreach, marginalized population outreach completed soon.			8.1.2023	
Draft Needs Assessment and Action Plan	1st half of November for the draft of the plan to be reviewed by Housing Task Force and Board of Trustees. Plan to get the draft HNA to Board for the 8.22.23 meeting (distributed 8.15.23), Staff to discuss at 8.15.23 Dept. Head Meeting. Draft HNA added to website on 8.24.23	\$79,800	4.28.23	8.28.23	
Housing Element of the Master Plan	The Master Plan should reference the Housing Element from the HNA, and the HNA will say that they are an element of the Master Plan.			8.1.2023	
Board of Trustees Work Session	Work Session to discuss the Housing Needs Assessment and Action Plan, scheduled 9.11.23		8.25.23	8.28.23	
Housing Task Force #4	Scheduled for 8.31.23		8.28.23	8.28.23	





**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Consideration of Approval of the Planning Commission Recommendation to Approve V-23-02- Blue Sage Variance Request
<b>SUBMITTED BY:</b>	Samira Vetter, Town Clerk
<b>DATE:</b>	9.26.23
<b>BACKGROUND:</b>	The Planning Commission held a public Hearing on September 21, 2023 and unanimously voted to recommend to the Board of Trustees to approve this variance request.
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	To Approve V- 2023-02 Blue Sage Variance Request
<b>ATTACHMENT:</b>	Staff report for the Planning Commission Public Hearing Town Clerks Report



**TOWN OF PAONIA  
PLANNING COMMISSION & COMMUNITY DEVELOPMENT  
STAFF REPORT**

REPORT OF THE TOWN ADMINISTRATOR

APPLICATION FOR ZONING VARIANCE V-23-02

*(Real Estate Parcel Number: 324506128015,*

*Commonly known as: 226 Grand Avenue Paonia, CO 81428)*

**August 29, 2023**

**Background**

V-23-02 Application for variance as outlined in § 18-10-40 of the Town of Paonia's Municipal Code of Ordinances for Blue Sage Center for the Arts for the property commonly known as: 226 Grand Avenue.

The request is to vary from §13-3-80, C-1 District Rear Yard Setback Requirement of twenty (20) feet (Attachment A); and vary from §16-6-10 Off-Street Parking Spaces Required (Attachment B).

**General Information**

The applicant seeks a variance request to construct a covered and shaded porch on the rear of the property within the applicant's property line, within the existing fence and in line with the character of other buildings abutting the alleyway. The applicant has designed and fabricated the trellises and other architectural pieces associated with the project and were recently notified that they would need to seek a variance request.

The Applicant would like to use the structure to hold outdoor events during the summer months and the shaded nature of the structure will shelter patrons from the sun and rain. During the height of the recent pandemic, the Town approved a temporary tent structure allowing for outdoor events to be held. The Applicant is seeking approval of a permanent shaded structure that utilizes a footprint very similar to the temporary tent within the same location.

Including with this application is a cover letter from the Applicant, Blue Sage Center for the Arts, that details the Applicant's plan for improving the rear of the building (Attachment C).

The current zoning for the property is C-1, defined by §16-2-70 C-1, Core Commercial District as:

*It is the intent of this District to provide for the orderly development of those commercial and business uses, government, educational and cultural facilities that are characteristic of downtown areas and promote comparison shopping and pedestrian activity in the core area. This District is not intended for businesses and commercial uses that are oriented to the automobile and require extensive ground-level floor area.*

The current zoning and building code contemplates minimum lot coverages for Residential Zoning, but does not contemplate maximum lot coverages and makes no further consideration for maximum or minimum lot coverages within the C-1 Zoning District.



**TOWN OF PAONIA  
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The proposed addition of an accessory structure, shaded back porch/deck, does not exceed the maximum lot coverage for the C-1 Zoning District since it's not contemplated within the Code. Instead, the code contemplates in §16-1-100 Definitions, *Buildable Area*, as, "the portion of a lot, parcel or tract of land excluding all required yard area (setbacks) where a building could be located in accordance with provisions of this chapter." This guidance in the definitions of a *Buildable Area*, effectively give no limit on lot coverages.

Adjacent properties to the Applicant's property are non-conforming to the Code and utilize a zero-lot line setback to the Town's Rights of Way within the alley. The Code contemplates how to measure a rear yard setback, §16-1-100, Definitions, *Setbacks*, "are measured from the front yard, side yard and rear property lines... Rear setbacks are measured from the front edge of any porch or wall of a structure excluding an eave with a maximum of a twenty-four-inch projection into the setback area."

The Applicant is requesting an encroachment into the rear yard setback of fifteen (15) feet and seven (7) inches.

Should the Planning Commission consider the Applicant's proposed Shaded Porch as an accessory building, §16-11-60 Requirements for Accessory Buildings and Uses<sup>1</sup> (Attachment D), may apply. If the Planning Commission considers the proposed shaded porch as an accessory building, then the applicant is only requesting a setback encroachment of five (5) feet and seven (7) inches.

The applicant currently has an occupancy limit of one-hundred and forty-four (144) for Curtis Hall (assembly), and one-hundred and ten (110) for the Gallery and Gift Shop (Retail) for a total of Two-Hundred and Fifty-Four (254) amongst both uses.

§16-6-10, Off-Street Parking Spaces Required, specifically Table 16-5, requires, "Places of public assembly such as churches, auditoriums, meeting rooms, funeral homes," to have, "1.0 space for every four seats or benches in the principal place of assembly." Should the Plan Commission consider the Blue Sage Center for the Arts to be a place of public assembly, this would require a minimum of thirty-six (36) off-street parking spaces for Curtis Hall.

§16-6-10, Off-Street Parking Spaces Required, specifically Table 16-5, requires, "Retail businesses except for furniture and appliance stores," to have, "1.0 space for every three-hundred (300) square feet of floor area." The Gallery and Gift Shop has a retail area of approximately One-Thousand Five-Hundred square feet (1,500), this would require a minimum of five (5) off-street parking spaces for the Gallery and Gift Shop.

Based off of the calculations for both Curtis Hall and the Gallery and Gift Shop, there would need to be a total of Forty-One (41) parking spaces required.

Should the Planning Commission determine that the intended use of the Blue Sage Center for the Arts not fit within the definitions of Public Assembly and Retail businesses, then §16-6-30, Parking Requirements for Uses Not Listed, *for specific uses not listed, the Planning Commission shall determine the appropriate number of parking spaces required based upon the type of activity, intensity, number of employees and similarity to listed uses*, would apply.

<sup>1</sup>Note, §16-11-60 mentions maximum lot coverages, but it is not contemplated in any other provision of the Code.

<sup>2</sup>Note: This is the only mention of a Comprehensive Plan, all other documents from the Town reference a Master Plan. This is the correct term for the document that the Town would like to use for future land use considerations.

<sup>3</sup>Note: The Town does not employ a Town Engineer.



**TOWN OF PAONIA  
PLANNING COMMISSION & COMMUNITY DEVELOPMENT  
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The Applicant has offered an agreement to the Town in consideration of the variance for the shaded porch to maintain the current occupancy limit of one-hundred and forty-four (144) for Curtis Hall, and one-hundred and ten (110). This agreement considers maintaining the total occupancy limit of two-hundred and fifty-four (254) amongst all of the improvements, including the shaded porch (Attachment E).

In consideration of meeting the required off-street parking minimums, the Applicant has offered an agreement to utilize the public parking lot located in the alley between Grand Avenue and Main Street and the public parking lot located on Main Street, to the Town (Attachment F).

**Required Findings Needed to Issue a Variance and/or Considerations for a Special Review**

§16-4-50, Site plan review criteria and performance standards

- (a) (1) Compliance of the application with this Code in general. Staff find that the Applicant's situation is unique and peculiar to the property and that an exceptional and unique hardship exists. Adjacent property owners, including but not limited to, Town Hall, have utilized the entire length of their commercial properties, and have encroached into the rear yard setback. The Applicant has operated a not-for-profit organization that offers free music and art to the general public, and has generally complied with the Code.
- (a) (2) The compatibility of the proposed use and site plan with the character of the surrounding area. Adjacent property owners currently encroach into the rear yard setback for their principal structure/buildings. The Applicant wishes add an accessory structure to the property up to the existing rear property line so that patrons can participate in an outdoor music venue that is open to the public. Staff believe that allowing for the proposed use is compatible with other and similar uses in the area.
- (a) (3) The desirability and need for the proposed use. Town Staff determined during the pandemic that an outdoor venue at the location was needed and desirable. The Applicant operated a temporary tent structure in the location throughout the pandemic and would like to make the use permanent through the construction of a shaded porch structure.
- (a) (4) The potential for adverse environmental influences that might result from the proposed use. Staff find that the potential for adverse environmental influences does not exist for the proposed use or for the variances being requested.
- (a) (5) Compatibility of the proposed use and site plan with the policies and guidelines in the Comprehensive Plan<sup>2</sup>. Staff find that the proposed use and variances follow with the existing Comprehensive Plan from 1996. Specifically, LU/D-10 Improve the physical appearance of existing commercial land uses; LU/D-12 Preserve, and when necessary, expand the downtown core, and LU/D-26 Enhance opportunities for active recreation within the Town to provide safe, local and inexpensive recreational opportunities for children, the elderly and others.

<sup>1</sup>Note, §16-11-60 mentions maximum lot coverages, but it is not contemplated in any other provision of the Code.

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- (b) Lights and Signs shall be located in a manner that will not be distracting to adjoining properties or passing motorists. The applicant states in their application that all string lighting shall be dark skies compliant. Staff have determined that the string lighting and other lighting will comply with other provisions of the Town's code and will not provide a distraction to adjacent property owners or passing motorists.
- (c) Landscaping shall be provided in areas near the public right-of-way and located with consideration for energy conservation. An acceptable plan must be provided for maintenance of the required landscaped areas. Staff have determined that this provision is not applicable to the proposed use or the variances being sought by the applicant.
- (d) Control of storm drainage shall be provided so as to not damage adjoining properties. The plan must be approved by the Town Engineer<sup>3</sup>. Staff believe that the proposed improvement will not need a full storm drainage plan since the proposal will utilize the existing drainage patterns for the site and the shaded structure's pitched roof will not add additional stress on the existing system.
- (e) Site design and building plans shall include provisions for needs of handicapped individuals as required by the Building Code or other ordinances of the Town. The proposed site plan and drawings associated with the application include necessary provisions for handicapped individuals as required by this provision of the code.
- (f) Approved landscaping or solid fencing capable of screening adjacent properties shall be provided where commercial uses abut residential uses. The proposed improvements do not abut residential uses. However, the existing privacy fence shall remain.
- (g) Commercial and industrial uses shall conform to the following performance standards: Staff find that only (1) and (4) of the eight standards applies to this review and variance:
- (1) No dust, odor, gas, fumes, glare or vibration shall extend beyond lot lines. Glare pertains to sunlight reflected from windows or other integral portions of buildings, as well as from lighting fixtures and signs. The applicant has stated that all string lighting will be dark skies compliant.
- (4) Noise. No noise shall be emitted which exceeds a maximum of seventy-five (75) decibels with a maximum increase of five (5) decibels permitted for a maximum of fifteen (15) minutes in any one (1) hour. In addition, every activity shall be conducted so that no noise produced is objectionable due to intermittence, beat frequency or shrillness. The applicant has stated in their application that there will be music for 1-2 hours in the early evening and that special events will not proceed past midnight. Staff finds that this provision of the findings be found favorable to the applicant since there has been an existing use similar to what is proposed and that it fits within the goals and objectives of the comprehensive plan.

<sup>1</sup>Note, §16-11-60 mentions maximum lot coverages, but it is not contemplated in any other provision of the Code.

<sup>2</sup>Note: This is the only mention of a Comprehensive Plan, all other documents from the Town reference a Master Plan. This is the correct term for the document that the Town would like to use for future land use considerations.

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**Staff Recommendation**

**Staff recommends approval of the special use review and variances and bases their recommendation on the information given by the applicant, the considerations given by the applicant for various agreements, the benefit to the general public provided by the improvements, and with how the proposed improvements meet the goals and objectives of the existing comprehensive plan.**

**Potential Motions:**

- 1.) I move to recommend approval of Variance 2023-02 because it meets the goals and objectives of the Comprehensive Plan, that there is a need for use that is described by the applicant, and that there exists a hardship to the Applicant that is unique to the property and that this approval intends to relieve; with the following conditions: that the applicant signs a Parking Agreement and Occupancy Limit Agreement with the Town prior to completing any of the proposed improvements.
- 2.) I move to recommend denial of Variance 2023-02 because it doesn't meet the criteria for a special review or a variance since the applicant hasn't demonstrated that it meets the goals and objectives of the Comprehensive Plan and that the hardship for which the applicant seeks relief was caused by themselves.
- 3.) I move to defer a decision for Variance 2023-02 to the Board of Trustees.

<sup>1</sup>Note, §16-11-60 mentions maximum lot coverages, but it is not contemplated in any other provision of the Code.

<sup>2</sup>Note: This is the only mention of a Comprehensive Plan, all other documents from the Town reference a Master Plan. This is the correct term for the document that the Town would like to use for future land use considerations.

<sup>3</sup>Note: The Town does not employ a Town Engineer.

## SPECIAL REVIEW / VARIANCE APPLICATION

Name Blue Sage Center For the Arts Application Date \_\_\_\_\_  
Property Address 226 Grande Ave P&Z Hearing Date \_\_\_\_\_  
Telephone Number 970 527 7243 Paonia Council Hearing Date \_\_\_\_\_

11.01 Intent. Each established zoning district is intended for a specific type or category of land use (e.g., single family dwelling in an R-1 district). However, there are certain uses, which may or may not be appropriate in a district depending on the situation. For example, the location, nature of the proposed use, character of the surrounding area, traffic capacities of adjacent streets, and potential environmental effects all may dictate that the circumstances of the development should be individually reviewed. The special review process is established to provide for these specific uses without establishing numerous separate zoning classifications. It is the intent of this chapter to provide a review of such uses so that the community is assured that the proposed uses are compatible with the location and surrounding land uses.

11.02: When Allowed. Within each zoning district, certain land uses are permitted by right, by special review or prohibited. Special review uses may be permitted in designated districts upon review by the Planning and Zoning Commission and approval by the Town Board.

11.03: Site Plan and Supporting Documents. There shall be filed with each special review application a site plan drawn to scale and an appropriate number of copies as determined by the Town Manager. The site plan shall be drawn in black ink on Mylar. Following approval by the Town Board the applicant shall submit a reproducible copy of the original site plan to the Town for the Town's permanent records.

### **The special review application shall include the following:**

- The site plan showing the location of all buildings, structures and other improvements to be placed on the real property. A building envelope may be used in lieu of showing the exact building or structure location to allow for minor variations in the location.
- A legal description of the property, which may require a survey.
- A list of the names and addresses of all property owners within 200 ft. of the property.
- All off-street parking and loading areas.
- The location of all ways for ingress and egress to all buildings, and parking areas.
- Service and refuse collection areas.
- Major screening proposals.
- The size, shape, height and character of all signs.
- The area and location of all open space and recreation areas.
- The location and type of outdoor lighting.
- The character and type of landscaping to be provided. The landscaping shall be indicated in tabular form showing the type of plant material, minimum size and quantity. The approximate location of landscaping shall be indicated on the site plan.
- The anticipated timetable for completion. If the project is to be completed in phases, then the data for completion of each phase shall be indicated.

- j. Detail the possible environmental impact; such as noise, lighting glare, pollutants, etc. *music 1-2 people during early evening hours, special events - not passed midnight string lites will be dark Sky Compliance*

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**III. Public Notice Requirements**

All property owners within 200 feet of the property being reviewed shall be notified via certified mail of a public hearing whereby the Planning and Zoning Commission shall consider this application. It is incumbent upon the applicant to request the names of the property owners from the Delta County GIS Department (970-874-2119). Please have the GIS e-mail the information to **Corinne@townofpaonia.com**. Applications for Special Review shall be filed at least 30 days in advance of the meeting at which they are to be considered by the Planning and Zoning Commission. Incomplete applications shall result in denial of application acceptance and returned for completion, consequentially delaying hearings.

**IV. Acknowledgement to Pay Fees**

This application must be completed and a fee of **\$250.00** is assessed to include preliminary costs of administrative services, initial correspondence, publication and certified mailings to property owners within 200 feet of said property. **Payment must accompany this application.**

**FEES PAID HEREUNDER ARE NON-REFUNDABLE UPON SIGNING**

By signing below, I acknowledge that I will be billed for any overages of costs incurred for this Special Review/Variance. I am aware that upon acceptance of the Special Review/Variance by the Planning and Zoning Commission, a building permit must be applied and approved by the Building Inspector, if applicable.

SIGNED *Debra Muzikar*

PRINTED NAME Debra Muzikar DATE: 8/19/23

Clerks Acceptance \_\_\_\_\_ DATE \_\_\_\_\_

- All owners and lien-holders of the property shall sign the following agreement that will be placed on the original special review site plan:

The undersigned agree that the real property described on the site plan shall be developed only in accordance with the approved special review site plan and other provisions of the zoning regulations of the Town of Paonia.

**I. Site Plan**

Any application for Special Review/Variance that includes a new structure or improvement to an existing structure will require a site plan. Plans may be hand drawn, but must be clearly written with accurate measurements indicated. The Site Plan may be submitted as two separate drawings or one drawing with an overlay.

**II. Project Summary**

Please answer only the questions that apply to your Special Review/Variance request. Any additional information, which would be beneficial in the consideration, may be noted in the "Comments" section.

- a. Reason for Special Review/Variance We would like a 15' 7" setback to align with other buildings on the alley
- b. Current Zoning of Property \_\_\_\_\_
- c. What land boundary changes are necessary? none
- d. What addition/changes to existing buildings/structures will be made? none
- e. What new buildings/structures will be constructed? Shaded porch
- f. What additions/changes in utilities will be necessary? Include water, sewer, gas, and electric. none
- g. Will property have Commercial/Private or Public Use? commercial
- h. Anticipated traffic flow and volume? no extra traffic is anticipated
- i. Detail the Safety and Disabled Access accommodations? The land is flat, the porch is open on all sides

Special Review/Variance Application

handicap ramp<sup>11</sup> was installed on Curtis hall by state of Colorado.



Dear Town of Paonia,

The Blue Sage Center for the Arts would like to build a gazebo - like structure in the back space of our building, at 226 Grand Ave, Paonia.

The structure will house Sage Alley, and enables us to hold outdoor events during the summer months. The structure gives patrons relief from sun and rain during events. Access from the patio is available to the gallery, and 3 bathrooms, one handicap accessible, through an existing doorway.

Originally, 2 years ago, our Executive Director approached the administration of the Town of Paonia for approval for a tent to hold events in the summer months. The administrator came over to the site and gave approval for the tent and location of the fence (at zero setback). We then received a Town Trustee and State of Colorado approval to expand our liquor license to serve the outdoor enclosed area. Unknown to us, requesting and receiving this verbal approval was not the proper protocol to follow. We recently discovered this when we applied for a building permit for the new permanent structure.

Over the last 2 years, Sage Alley, housed in the temporary tent structure, has become a welcomed haven for locals and visitors alike. Every Friday, from June through October, we are able to provide 20 local musicians an opportunity to perform. This venue offers an economic opportunity, not only for the musicians, but also for the Blue Sage. Through beverage sales we were able to make a substantial amount of revenue in 2022. Music performances are free to the public. Many of the locals who attend can not afford to pay a cover charge but we embrace the importance of providing events to engage our community. Our events see an average of 70 people a week who come to enjoy the music. Of these 70 people attending, there are often visitors who come to enjoy our town. Sage Alley adds flavor and vitality to the Paonia and helps to build our economic base. We have also offered the space for free to other local nonprofits to use.

Your review and ruling in a timely manner are extremely important. We currently have a grant to cover 50% of the cost of the permanent Sage Alley Structure. If the structure is not completed by year end 2023, we could lose the grant. To date, the Blue Sage has made a monetary commitment of \$15,000 for this project, which we will lose if the project is not completed. Local fundraising specific to the Sage Alley project has raised \$12,000 demonstrating community support.

The Blue Sage Center for the Arts recently submitted an application for this project. The Building Inspector reviewed and sent a preview report before the Town Administrator had a chance to review. Moving forward, we would like to make sure we are following proper protocols and submitting all necessary documents. As per the Inspector's review, we are not in compliance due to a necessary 12 ft set back, and we need to provide an additional 17.5 parking spaces with the new structure. Regarding parking, we are requesting that the current building occupancy be used instead of requiring the additional 17.5 parking spaces. Small towns are dying because building codes do not take into effect the short-term impact that long term, cookie-cutter planning has on struggling non- profit organizations and local businesses. Parking has never been a problem for Sage Alley, nor for the Blue Sage.

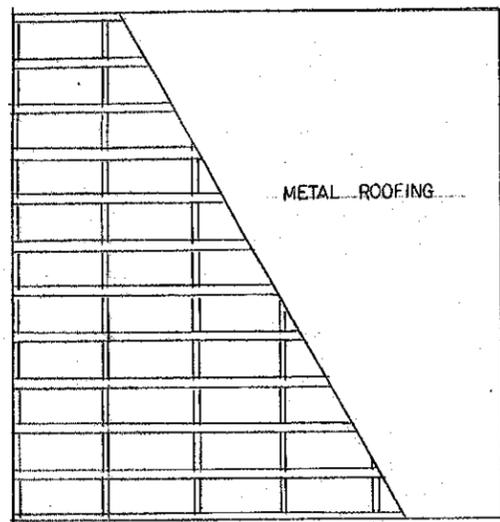
We are also requesting a zero-setback requirement. The current building has a zero set back so the Sage Alley structure would also need a zero set back.

We ask that you take this opportunity to allow us to continue to provide Paonia with a space for everyone to enjoy and use. This space has already proven to add vitality to our community. Please do not let this benefit to our community go by the wayside.

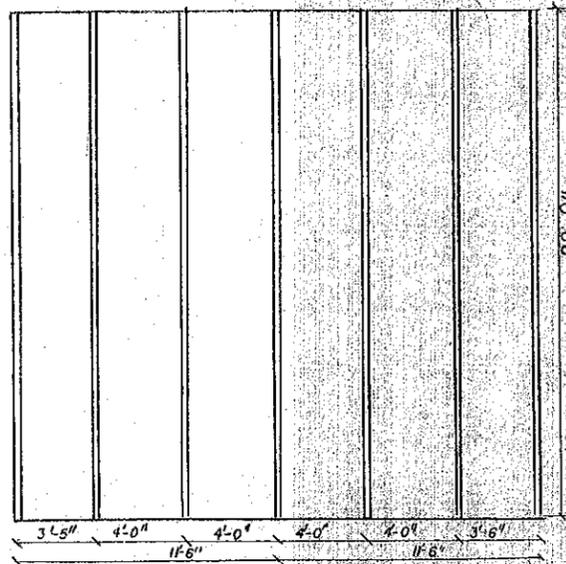
Respectfully,

Blue Sage Center for the Arts

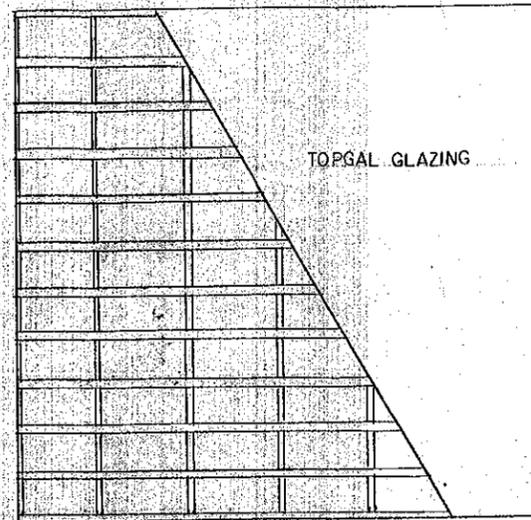




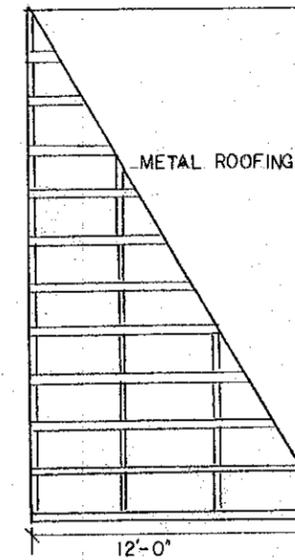
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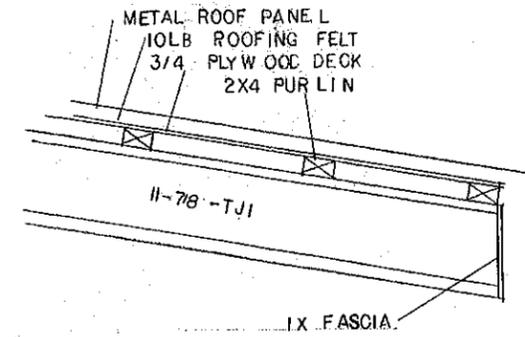
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SCALE 1/4" = 1'-0"



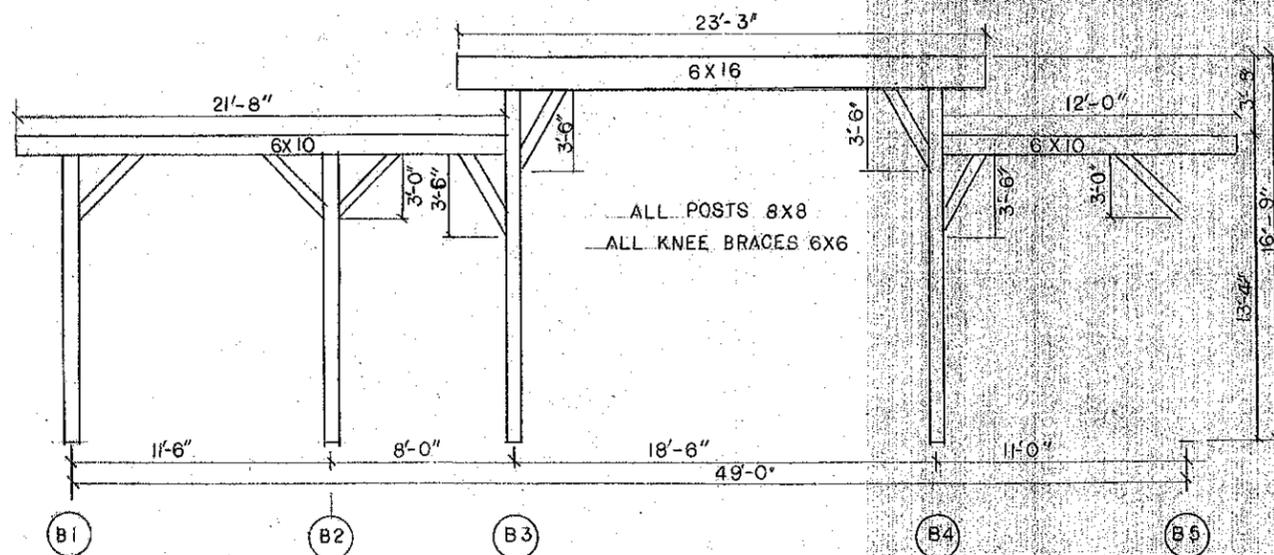
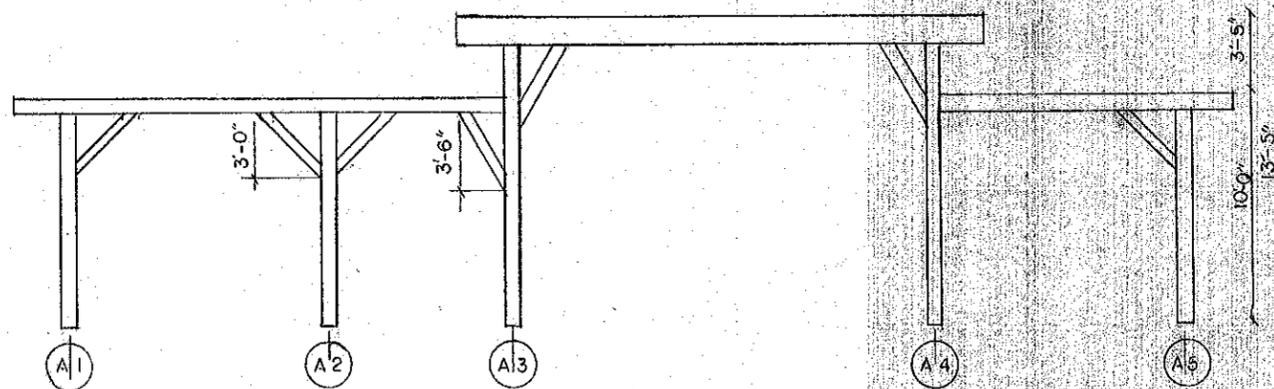
BENTS 3-4 ROOF PLAN  
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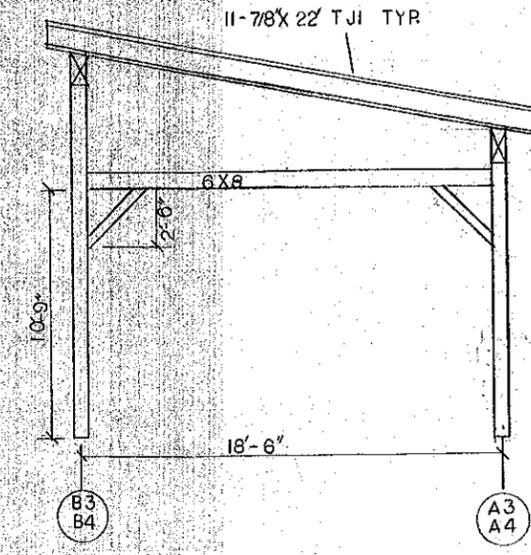
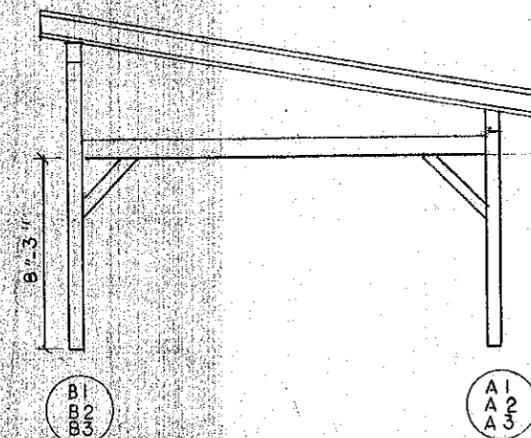
BENTS 4-5 ROOF PLAN  
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ROOF DETAIL  
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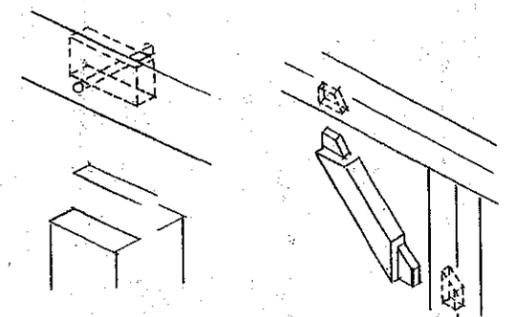


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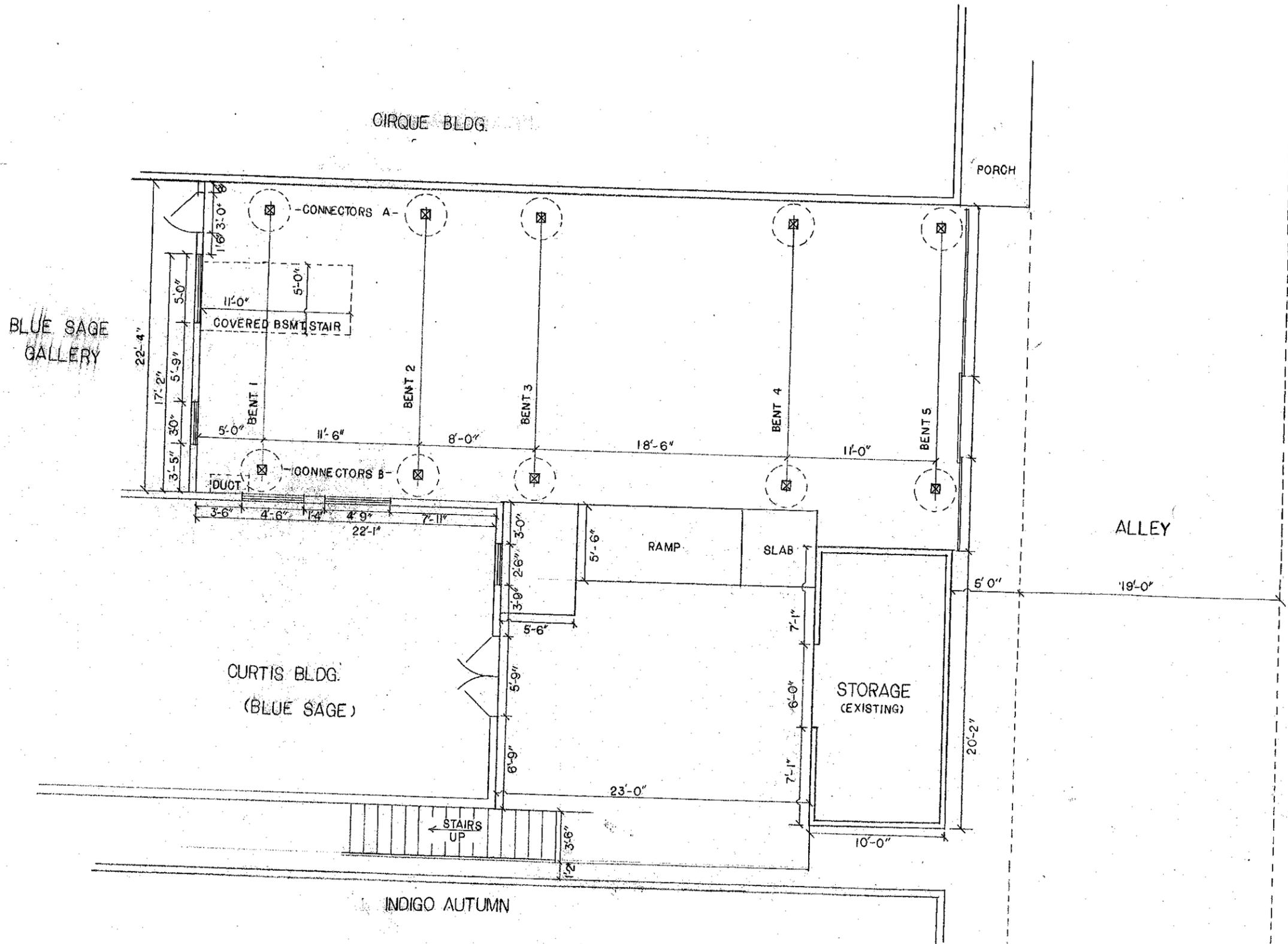


BENTS  
SCALE 1/4" = 1'-0"

MAGIC MESA TIMBER FRAMES  
36600 WALKER SPRING RD.  
HOTCHKISS, CO. 81419  
970.527.7415 970.275.4787  
BLUE SAGE PROJECT  
SUMMER 2023



MORTISE AND TENON JOINTS  
1 INCH OAK DOWELS

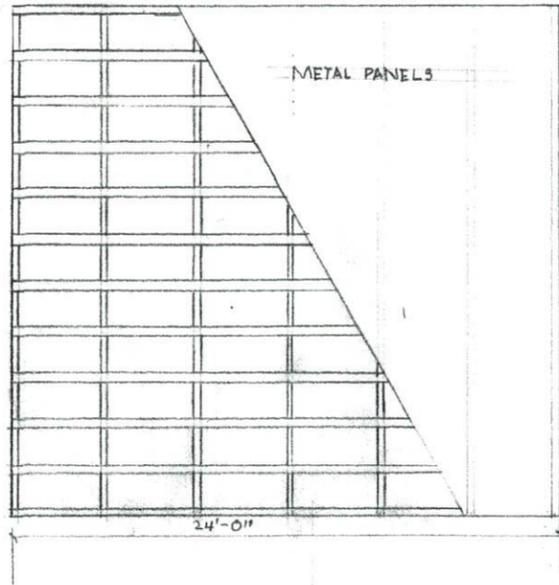


SAGE ALLEY PROPOSAL  
 SUMMER 2023  
 MAGIC MESA DESIGN/TIMBERFRAMES  
 3660 WALKER SPRING ROAD  
 HOTCHKISS, CO 81419  
 NORMAN LEWARK MARCH

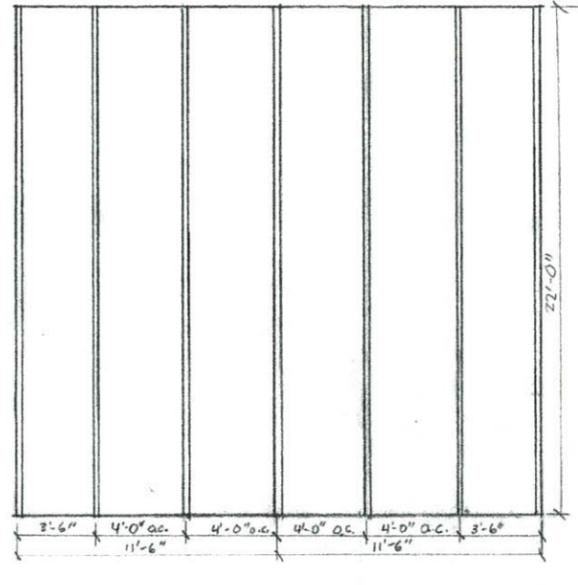
SITE PLAN  
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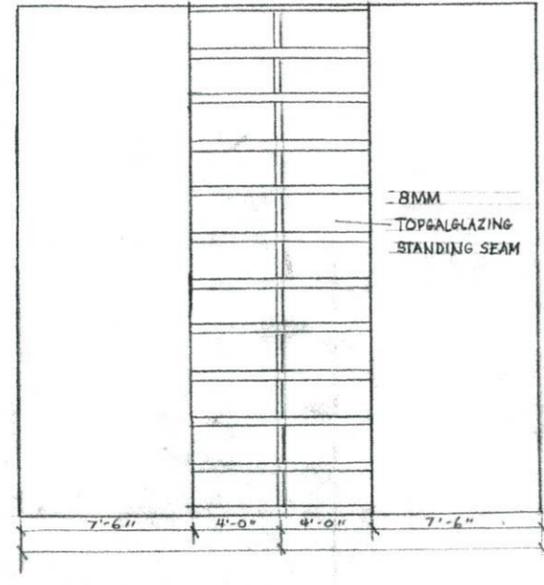
8mm TOPGAL STANDING SEAM  
POLYCARBONATE ROOF SHEATHING



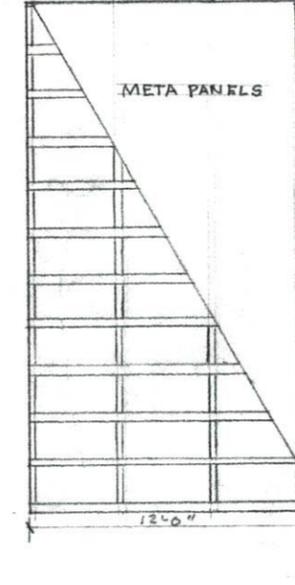
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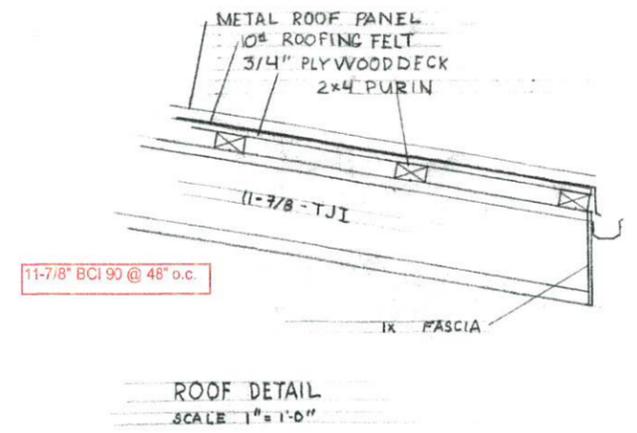
BENTS 3-4 RAFTER PLAN  
SCALE 1/4" = 1'-0"



BENTS 3-4 ROOF PLAN  
SCALE 1/4" = 1'-0"



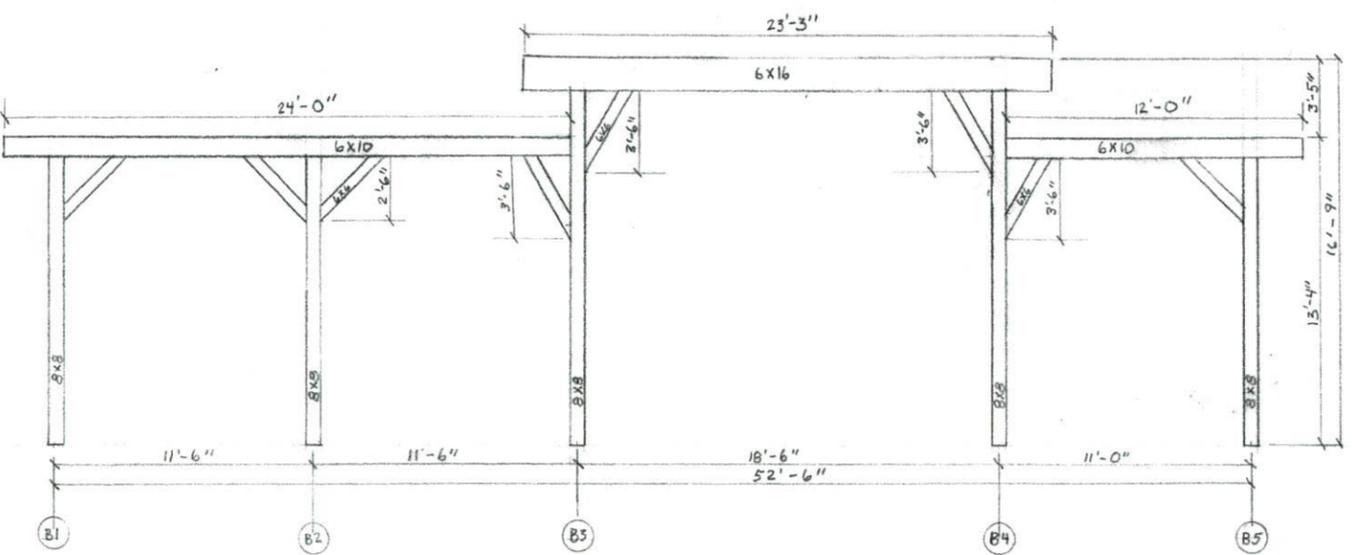
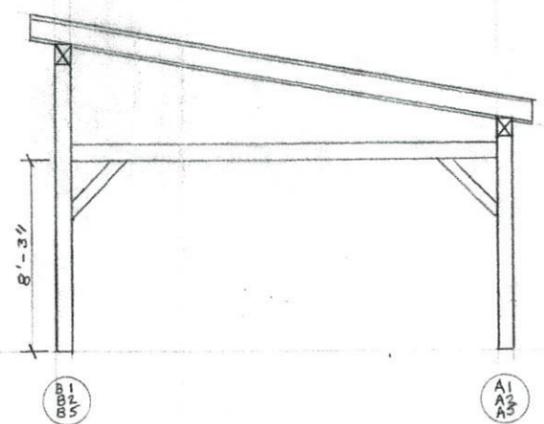
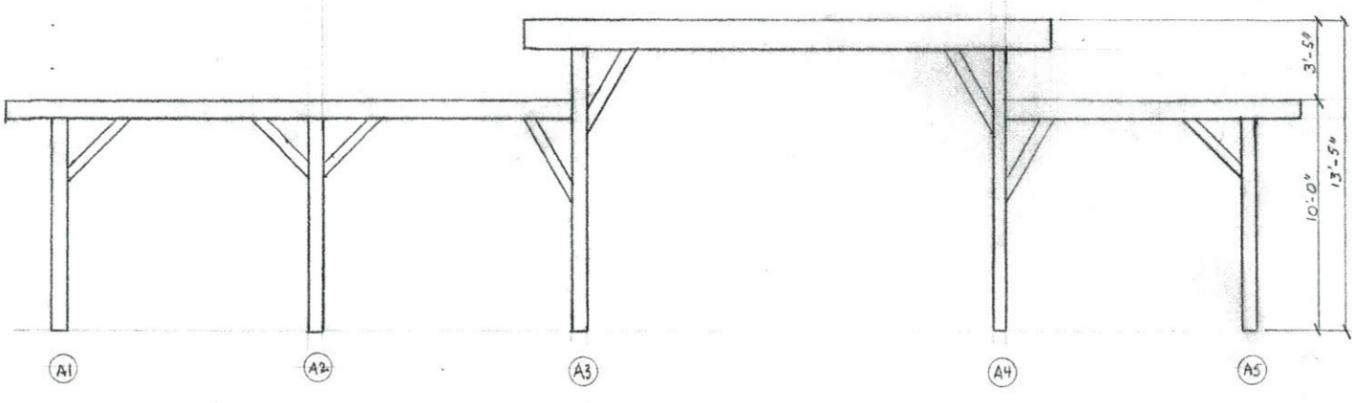
BENTS 4-5 ROOF PLAN  
SCALE 1/4" = 1'-0"



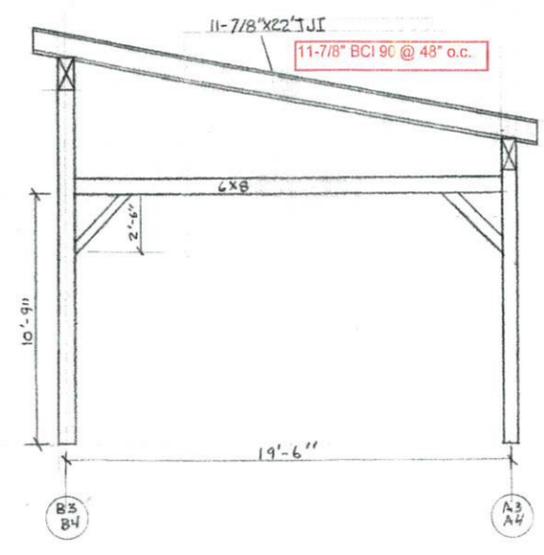
**ODISEA** I.L.C.  
CIVIL & STRUCTURAL  
ENGINEERING  
PHYSICAL: 210 GRAND AVENUE  
MAILING: P.O. BOX 1809 PAONIA, CO 81428  
970.527.9540 www.odiseanet.com



Lucille L.  
Hunter, P.E.  
Digitally signed by Lucille L. Hunter, P.E.  
Date: 2023.04.03 12:13:20 -06'00'



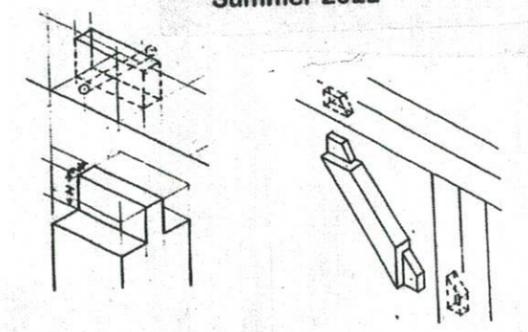
CONNECTORS  
SCALE 1/4" = 1'-0"



BENTS  
SCALE 1/4" = 1'-0"

Magic Mesa Design / Timberframe  
36600 Walker Spring Road  
Hotchkiss, CO 81419  
970 527 7415 970 275 4787 mobile  
Norman Lewark D.D.S., M.arch.

Blue Sage Alley Project  
Summer 2022



MORTISE & TENON JOINTS WITH  
1 INCH OAK DOWELS

**GENERAL CONSTRUCTION NOTES:**

**1. GENERAL**

- a) All work shall conform to the 2018 IBC and applicable local codes.
- b) Where applicable, allowable stresses have been increased for timber 15% (except where prohibited) for snow and 60% for wind and seismic.
- c) All codes and standards shall be the most current edition as of the date of the calculations.
- d) The Engineer is responsible for the structural items in the plans only. Should any changes be made from the design as detailed in these calculations without written approval from the Engineer then the Engineer assumes no responsibility for the entire structure or any portion thereof.
- e) These calculations are based upon a completed structure. Should an unfinished structure be subjected to loads, the Engineer should be consulted for an interim design or if not, will assume no responsibility.
- f) The details shown on the drawings are typical. Similar details apply to similar conditions.

**2. SITE WORK**

- a) Assumed soil bearing pressure shall be determined in accordance with IBC Table 1804.2 or if a Geotechnical Report is provided, the Report shall supersede these specifications.
- b) Building sites are assumed to be drained and free of clay or expansive soil. These calculations assume stable, undisturbed soils and level or stepped footings. Any other conditions should be reported to the Engineer.
- c) Foundations shall bear on non-expansive native soil or compacted structural fill. Any loose soil in the bottom of the footing excavations shall be compacted to at least 90% relative compaction or removed to expose firm, unyielding material.
- d) All footings shall bear on undisturbed soil with a footing depth below frostline, (24" or 36" as per local requirements). Footings shall bottom at 12" (minimum) below natural undisturbed grade.
- e) All finished grade shall slope a minimum of 5% away from foundation for a minimum of 10 ft.
- f) This Engineer has not made a geotechnical review of the building site and is not responsible for general site stability or soil suitability for the proposed project.
- g) Foundation design is based on minimum footing dimensions and bearing capacities set forth in Tables 1804.2 and 1805.4.2 of Chapter 18 of the IBC or the Geotechnical Report, if available. If no geotechnical Report is available, assume Class 4 soil with allowable soil bearing pressure as per local policy, and with a constant expansion index less than 10.

**3. FILL & BACKFILL (GEOTECHNICAL REPORT, IF AVAILABLE, SHALL SUPERCEDE THESE SPECIFICATIONS)**

- a) Fill material shall be free from debris, vegetation, and other foreign substances.
- b) Backfill trenches shall be compacted to 90% density per ASTM D1557 to within 12" of finished grade. The top 12" shall be landscape fill.
- c) Backfill at pipe trenches shall be compacted on both sides of pipe in 6" lifts.
- d) Waterproof exterior faces of all foundation walls adjacent to usable spaces.
- e) Backfill at foundation walls shall be compacted to 90% relative density, and
- f) Use 4" diameter PVC, unperforated pipe sub-drain behind all retaining walls. Slope pipe to drain to daylight and/or drywell.

**4. CONCRETE / MASONRY**

- a) Concrete shall have a minimum 28 day compressive strength of 2500 psi, and 3500 psi for all slabs on grade, and
- b) Concrete exposed to freezing & thawing or deicing chemicals shall be air entrained per ACI 318, Section 4.2.1.
- c) All slabs on grade shall have a minimum thickness of 4" and be reinforced with 6x6x9/16 mesh at centerline as per ASTM A185, and
- d) All slabs on grade shall be placed over 4" minimum of free draining aggregate base compacted to a minimum of 95% relative compaction. Provide 2" sand above and below a 1/2 mil. (min.) vapor barrier at all living areas and areas requiring moisture protection.
- e) All slab on grade subgrade (upper six inches) shall be scarified, moisture conditioned to within 2% of optimum, and uniformly compacted to at least 90% of maximum dry density as determined by ASTM D1557 and IBC Chapter 18. This will not be required if slabs are to be placed directly on undisturbed compacted structural fill.
- f) Waterproofing of foundations and retaining walls is the responsibility of the client.
- g) Reinforcement shall be grade 60 as per ASTM A618 and
- h) Concrete stem walls and footings perform best as a monolithic pour. Provide vertical #4's @ 16" o.c. in stemwall developed into footing for two-poured stemwall / footing assemblies where snow loads exceed 150 psf.
- i) All masonry units shall conform to ASTM C90 grade N.
- j) All masonry cells are to be solid grouted with mortar conforming to ASTM C270 Type S, with a 28 day compressive strength of 2000 psi min.
- k) Reinforcement cover in cast-in-place concrete shall be as follows:
  - 3" - Concrete cast against and permanently exposed to earth.
  - 1 1/2" - Concrete exposed to earth or weather with #5 bars or smaller.
  - 3/4" - Concrete not exposed to weather or in contact with ground, #11 bars and smaller.
  - 1 1/2" - Beams, columns, and pilasters, cover over tiles.
  - 1 1/2" - clear to top for reinforcement in slabs on grade. Per ACI 318, Section 7.1.1.
- l) Provide slab control joints (saw cut or plastic inserts) at incremental spacing each way, joint depth to be 1/4 of slab depth. Maximum recommended distance between joints is 12'.
- m) Vertical steel placement in masonry stem walls to be #4 bars at 32" o.c. maximum spacing, and
- n) Horizontal steel placement in masonry stem walls to be #4 bars at 24" o.c. maximum spacing, and
- o) Reinforced concrete shall conform to applicable requirements of IBC and ACI Standard 318.
- p) Aggregate shall conform to ASTM C33 for stone aggregate.
- q) Use normal weight concrete (145 pcf) for all concrete, and use Type II cement, and use Type V cement if soil contains sulfate concentrations of 0.2% or more.
- r) Weather protection:
  - 1) In hot weather, follow "Hot Weather Requirements", per IBC Section 1905.13, ACI 318, Section 5.13.
  - 2) In cold weather, follow "Cold Weather Requirements", per IBC Section 1905.12, ACI 318, Section 5.12.
- s) All reinforcing steel and anchor bolts shall be accurately located and adequately secured in position before and during placement of concrete.
- t) All details of fabrication and installation of reinforcing steel shall be in accordance with the ACI Manual of Standard Practice.
- u) Client shall level completed foundation before commencing framing and record any variations in the foundation of 1/2" or greater.

**5. FRAMING / LUMBER**

- a) Roof plywood thickness is per APA load tables based upon roof live load and framing spacing. Apply face grain perpendicular to framing, stagger panels and nail per plan.
- b) Floor plywood shall be APA rated plywood and glued and nailed per plan.
- c) Plywood shall conform to APA, PS 1 Shear plywood shall be "Exposure 1" C-D, G-C, or rated panel siding, and. Alternate sheathing may be substituted for floors, roofs, and shear walls provided they are structurally equivalent to the plywood specified. Plywood permanently exposed to weather and/or moisture shall be rated "Exterior".
- d) Wood structural panel diaphragms and shear walls shall be constructed with wood structural panel sheath not less than 4 feet by 8 feet, except at boundaries and changes in framing where minimum sheet dimensions shall be 2 feet by 4 feet. Framing members or blocking shall be provided at the edges of all sheath in shear walls.
- e) Headers that are not specifically addressed in the calculations shall be typical header specified on the plans. (OK by observation).
- f) All foundation sill plates, nailers, and ledgers in direct contact with concrete and within 8" of ground shall be pressure treated Douglas Fir or Hem Fir.
- g) Studs shall be stud grade or better. In no instance shall a stud wall be used to retain soil or resist lateral pressure due to snow loading. In the case of snow build up against a stud wall the owner shall be responsible to eliminate snow to stud wall contact.
- h) All framing lumber shall be Douglas Fir Larch with moisture content less than 19%, and

- i) Glu-lams shall be 24F-V4 and. Glu-lams exposed to weather must be rated for exterior use by the manufacturer or approved protection from exposure to be provided. In beams for floor applications, zero camber shall be provided.
- j) Laminated veneer lumber (LVL) and engineered wood beams (EWB) specified shall have the following minimum design strengths: 1 3/4" wide: F<sub>b</sub>=2600 psi, F<sub>v</sub>=285 psi, E=1,900,000 psi and 2-1/16" wide 4 up: F<sub>b</sub>=2600 psi, F<sub>v</sub>=285 psi, E=1,900,000 psi.
- k) Where multiple trimmers or studs are specified, those trimmers are to be stacked in all wall framing and solid vertical grain blocking shall be provided @ all floor levels down to the foundation, and
- l) Where posts with column caps, straps, or bearing plates are called out, for the load is to be transferred to the foundation with posts as specified and solid vertical grain blocking shall be provided @ all floor levels down to the foundation, and
- m) All built up, laminated double or multiple 2X joists and beams shall be nailed together with (3) rows of 16d nails at 12" o.c. staggered, and. Three piece members shall be nailed from each side.
- n) All 4x and 6x posts and columns shall be DF, F1 or better, and. All other 4x and 6x framing members shall be DF, F2 or better, and.
- o) All framing members specified in these calculations are minimum, and larger members may be substituted.
- p) All floor openings shall be between joists, and.
- q) DO NOT drill holes, notch or cut into beams, studs, and joists, unless detailed on the plans.
- r) When using "green" lumber, care shall be taken to allow for the effects of shrinkage. If necessary to avoid sagging, joists, rafters, and beams shall be braced at midspan until lumber has dried out and reached a stable moisture content.
- s) Where feasible manufactured options have been specified, engineer recommends the use of manufactured lumber products in lieu of dimensional lumber in all cases to control shrinkage related problems.

**6. TRUSSES**

- a) All prefabricated trusses shall be fabricated by a code approved manufacturer. The manufacturer shall be responsible for the design and certification of the trusses.
- b) It is the responsibility of the manufacturer to conform the truss design according to the loading conditions as called for in these calculations, such as (1) live and dead loads, (2) truss spacing, (3) spans and eave overhangs, (4) roof pitch, (5) bearing points, and (6) drag loads.
- c) Client shall supply to the Engineer calculations and shop drawings for approval prior to fabrication.
- d) All calculations and shop drawings shall be signed by a registered engineer of the state in which the structure is to be built.
- e) Trusses shall be designed in accordance with the latest local approved codes and ordinances for all loads imposed, including lateral loads and mechanical equipment loads. Truss fabricator shall review all architectural drawings and meet architectural profiles as indicated.
- f) Shop drawings shall also include the following information: 1) Project name and location 2) All design loads as set forth in these calculations. 3) Member stresses, deflections, type of joint plates, and allowable design values. Truss joints shall be designed per requirements of the Truss Plate Institute (TPI). 4) Type, size, and location of hangers to be used for the project. Hangers shall be designed to support the full vertical load and a lateral load equal to 10% of the vertical reaction. All connectors shall be code approved and of adequate strength to resist the stresses due to the loading involved.
- g) The truss manufacturer shall be responsible for all truss to truss connections, all truss to girder connections, and if the girder truss is made up of more than one truss, all connections between these trusses.
- h) The truss manufacturer shall insure that the truss package meets the profile as required by the contract documents.
- i) Total load deflection shall be limited to L/240. Live load deflection shall be limited to L/360.
- j) Trusses are to be handled, installed, and braced in accordance with BCS 12006 by the TPI and UTCA.
- k) Where truss blocking is called out, the blocking piece shall be the same depth as the adjoining members and capable of resisting a lateral load equal to 500 pounds in its plane, UNO, or be sheathed with 1/2" CDX plywood and nailed with 16d common nails at 6" o.c. edge nailing.
- l) The truss manufacturer shall be responsible for the design of all trusses used as drag or chord members and shall insure that such trusses are placed as required on the framing plans. The amount of load to be laterally transmitted by the member shall be a minimum of 2000 pounds unless otherwise shown on the framing plans.
- m) The truss manufacturer shall provide a means of attic access when spacing is 16" o.c. or less.
- n) Gable end trusses shall be structural, designed to support overhang and to allow a top chord notch of 1/2".
- o) Girder trusses are to be supported by multiple trimmers, and.
- p) All non-bearing walls are to have a 1/2" gap to the bottom chord of trusses.
- q) When snow loads exceed 30 psf the trusses shall be stacked over wall studs at bearing points.

**7. HARDWARE / STRUCTURAL STEEL**

- a) All hardware specified shall be Simpson Strong-Tie Co. (or equal) installed per manufacturer's specifications, and. All hardware located in wet service locations shall be stainless steel or hot-dipped galvanized. Hardware or fasteners that are in contact with preservative treated (P.T.) or fire retardant treated wood must be stainless steel or hot-dipped galvanized. Additional care must be given to the corrosivity of certain combinations of p.t. lumber and uncoated and even coated hardware and fasteners. It is anticipated that the chemical treatments of the available lumber in any region will change over time. Check with the p.t. lumber manufacturer in regards to the exact chemical composition of the p.t. treated lumber being used, and then contact the engineer of record to verify the correct specification for the hardware and fasteners.
- b) Structural steel shall conform to ASTM A36, and. Structural wide flange steel shall conform to ASTM A992 GR50, and. Pipe columns shall conform to ASTM A53, Type E or S, and. Hollow structural steel sections shall conform to ASTM B09, Grade B, and.
- c) All welding shall conform to the American Welding Society specifications. All welding shall be done by welders certified by the local building authority. All shop welding shall be in an approved fabricator's shop authorized by the local building authority or specific inspection per the IBC shall be provided. All field welding shall require special inspection per IBC Section 1704.
- d) All welding electrodes shall be E70XX or shielded wires with F<sub>y</sub> greater than 70ksi.
- e) All nails specified are common nails. Nails for sheathing may differ as specified in the shear wall schedule. No substitutions unless specified on plans or in these calculations or approved in writing by Engineer.
- f) The minimum nailing for all framing shall conform to IBC Table 1304.3.1.
- g) All bolts specified must meet ASTM A307. Bolt holes shall be 1/32" to 1/16" larger than the specified bolt. Washers shall be used at each bolt head and nut next to wood. All washers to be not less than standard cut washers.
- h) Provide 225" (3 GA.) x 3" x 3" washers on all foundation anchor bolts.
- i) In steel to steel connections thread shall be excluded from shear plane.

**8. DESIGN LOADS**

- a) All floor and roof systems shall be designed per the IBC Chapter 16. Use floor design loads as set forth in Table 1607.1 of the IBC. Use roof design loads as set forth in Section 1607.1 of the IBC.
- b) Snow loading as per Figure 1609.2 and Section 1609 of the IBC, and ASCE 7 and local amendments.
- c) Where snow loads occur that are in excess of the design conditions, the structural systems shall be designed for such loads as determined by the local building official.
- d) Every building or structure and every portion thereof shall be designed to resist wind effects in accordance with IBC Section 1609 and ASCE 7.
- e) Every building or structure and every portion thereof shall be designed to resist the effects of seismic ground motions in accordance with IBC Section 1613 and ASCE 7.
- f) Design snow loads of 30 psf or less need not be combined with seismic loads. Where design snow loads exceed 30 psf the design snow load shall be included with seismic loads, but may be reduced up to 80%. Some jurisdictions use lesser reductions, see seismic calculations.

**ABBREVIATIONS**

ABV Above	(E) Existing	E Plate
ADDL Additional	EXT Exterior	PLY Plywood
AN Anchor Bolt	FN Field Nail / Face Nail	PSF Pounds Per Square Foot
AT At	FLR Floor	PSI Pounds Per Square Inch
BM Beam	FTG Footing	PT Pressure Treated or Preservative Treated
BRG Bearing	FDN/FND Foundation	RUD Reduced
BLW Below	GLB Glued Laminated Beam	REQD Required
BLKG Blocking	GYPB Gypsum Board	SCHED Schedule
B/S Both Sides	HGR Hanger	SW Shear Wall
BN Boundary Nailing	HDR Header	SM Similar
CANT Cantilever	HSS Tube Steel	SPEC Specification
CL Centerline	HF Hem-Fir	SQ Square
COL Column	HD Holddown	SF Square Footage
CONC Concrete	HORIZ Horizontal	STAGG Staggered
CMU Concrete Masonry Unit	INT Interior	STD Standard
CONT Continuous	JST Joist	STL Steel
DL Dead Load	LVL Laminated Veneer Lumber	STRUC Structural
DET/DTL Detail	LL Live Load	THRD Threaded
D Diamster	MB Machine Bolt	TN Toe Nail
DBL Double	MFR/MFRG Manufacturer	TAG Tongue & Groove
DF Douglas Fir, North	MAX Maximum	TO Top Of
DWG Drawing	MIN Minimum	TYP Typical
EA Each	(N) New	UN Under
EE Each End	N/A Not Applicable	UNO Unless Noted Otherwise
ES Each Side	NTS Not to Scale	VF Verify In Field
EN Edge Nailing	Number / Pounds	VERT Vertical
EWB Engineered Wood Beam	o.c. On Center	W/F Welded Wire Fabric
EWC Engineered Wood Column	o/s One Side	W/M Welded Wire Mesh
EMBED Embedment	o/ Over / On	w/ With
EQ Equal	FSL Parallel Strand Lumber	

**PROJECT DESCRIPTION**

New Permanent Shade Structure To Be Built Independent Of Existing Structures. The Intention Is To Utilize This Space In Lieu Of Existing Indoor Space For Small Music Gatherings Every Friday Evening During Summer Months And For Two Special Events Per Year. Special Events Are: 1. Story Share In May And 2. Harvest Of Voices In September. Occupancy Loads Are To Be 10 Persons For Special Events And 40 Persons For Friday Music Gatherings. Existing Indoor Venue Has A Capacity Of 140 Persons And Has Been Approved For Event Parking. Events Will Not Be Held In Both Indoor And Outdoor Spaces Simultaneously.

**CODE REVIEW**

AHJ: Town of Paonia  
 CODE: 2018 IBC  
 OCCUPANCY CLASSIFICATION: A-3  
 TYPE OF CONSTRUCTION: Y-B  
 AREA: 1070 SF  
 OCCUPANT LOAD: 10 Max  
 BUILDING HEIGHT: 16'-9" Max

Weathering Severe  
 Termite Moderate  
 Winter Design Temp 3 F  
 Ice Barrier Underlayment Not Req'd  
 Flood Hazard N/A  
 AFI 1500  
 Mean Actual Temp 49 F

**DESIGN CRITERIA**

**DESIGN PARAMETERS**  
 Site Elevation: 5654 Ft. Design Wind Speed: 125 MPH (Vult) Seismic Design Category: C  
 Ground Snow Load: 33 PSF Exposure: B  
 Duration Factor (Cd): 1.5

**ROOF FRAMING DESIGN LOADS** Rafter Spacing Per Plan

Rafter Loading:	
LIVE LOAD =	21 PSF
DEAD LOAD =	8 PSF
<b>TOTAL LOAD =</b>	<b>35 PSF</b>

**ROOF PLYWOOD**

3/4" CDX/ACX - Apply Face Grain Perpendicular To Framing, Stagger Panels And Nail w/ 16d Common @ 6" o.c. At Supported Edges, Gable Ends, And Frieze Blocks. Nail @ 12" o.c. In The Field, UNO. Or Install 8mm Topgal Standing Seam Polycarbonate Sheathing Per Manufacturer Instructions.

**SOILS**

Frost Depth = 24"  
 Assumed Soil Bearing Capacity = 1500 PSF



DATE	DESCRIPTION

DESIGNED BY OTHERS	DATE: 02/26/2023
DRAWN BY: LUTCH/DO BY: JSR	
REVIEWED BY: LUT	
SUBMITTED BY: OTHERS	
FILE NAME:	
PLOT SCALE:	
PLOT DATE:	



BLUE SAGE CENTER FOR THE ARTS  
 SAGE ALLEY SHADE STRUCTURE  
 226 GRAND AVENUE  
 TOWN OF PAONIA, COLORADO

STRUCTURAL NOTES  
 53.0

**Sec. 16-3-80. Schedule of requirements, commercial and industrial districts.**

**Table 16-4  
Schedule of Requirements - Commercial and Industrial Districts**

Requirements	C-1 District	C-2 District	I-1 District	I-2 District
<b>Minimum Lot Area</b>				
Nonresidential	2,500 sq. ft.	8,000 sq. ft.	8,000 sq. ft.	10,000 sq. ft.
Residential	6,000 sq. ft. <sup>1</sup>	6,000 sq. ft. <sup>2</sup>		
Combined residential/commercial	2,500 sq. ft.	8,000 sq. ft.		
Minimum Lot Width	25 ft.	50 ft.	50 ft.	100 ft.
Maximum Building Height	35 ft.	35 ft.	25 ft. 2	35 ft.
<b>Yard requirements</b>				
All yard areas adjacent to an arterial street	0 ft.	50 ft.	50 ft.	75 ft.
<b>Front yard setback</b>				
arterial	0 ft.	50 ft.	50 ft.	75 ft.
collector	0 ft.	25 ft.	35 ft.	50 ft.
local	0 ft.	25 ft.	25 ft.	50 ft.
Side yard setback	0 ft.	10 ft.	10 ft.	20 ft.
Rear yard setback	20 ft.	20 ft.	20 ft.	30 ft.
Minimum landscaped open space	-	10%	10%	10%

<sup>2</sup> Unless the building is set back at least 150 feet from adjacent lot of lots in the R-1 or R-2 Districts, and if it is determined that the building will not block the view of adjoining R-1 or R-2 developed properties.

(Ord. No. 2000-02, Art. X, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

**Sec. 16-6-10. Off-street parking spaces required.**

- (a) The following number of off-street parking spaces shall be provided with the construction, addition or change of use, which requires a special review to any of the buildings, and uses listed in Table 16-5 below.
- (b) Parking spaces shall be at least nine (9) feet by nineteen (19) feet, except that up to twenty-five percent (25%) of the required spaces may be designated for compact cars with a minimum space of eight (8) feet by sixteen (16) feet.
- (c) Table 16-5 below sets forth the parking requirements for uses.

**Table 16-5  
Off-Street Parking Space Requirements**

Use	Parking Requirements
<b>Residential units:</b>	
Efficiency or one-bedroom	1.5 spaces per unit
Two-bedroom	2.0 spaces per unit
Three-bedroom	2.5 spaces per unit
Four or more bedrooms	3.0 spaces per unit
Additional requirements for multiple-family residential and mobile home parks with 6 or more units (guest parking)	0.25 space for each unit
Multiple-family housing for the elderly or the handicapped	1.0 space per unit
<b>Educational facilities:</b>	
Preschool nurseries or child care centers, Kindergarten and elementary schools and middle schools	1.0 space per classroom plus 1.0 space per employee
High schools	1.0 space per employee, plus 1.0

	space for every 4 students, plus 1.0 space for every 4 seats in the principal place of assembly (bench capacity is determined as 1.0 seat per 30")
<b>Commercial uses:</b>	
Animal hospitals	1.0 space for every 300 sq. ft.
Business and professional offices	1.0 space for every 250 sq. ft. of floor space
Drive-thru or fast food restaurants	1.0 space for every 2 seats or 1.0 space for every 100 sq. ft., whichever is greater, plus 1.0 largest work shift
Furniture and appliance stores	1.0 space for every 500 sq. ft. of floor area
Hospitals	1.0 space for every 2 beds plus 1.0 space for every employee in the largest work shift
Indoor restaurants and bars	1.0 space for every 3 seats or 1.0 space for every 200 sq. ft. of floor area, whichever is greater
Libraries	1.0 space for every 400 sq. ft. of floor area plus 1.0 space for every 2 employees
Medical and dental offices and clinics	1.0 space for every 200 sq. ft. of floor space
Motels, hotels, lodges and bed and breakfasts	1.0 space per unit plus 2.0 spaces for the owner or manager's unit

Motor vehicle sales	1.0 space for every 500 sq. ft.
Motor vehicle service and repair	1.0 space for every 300 sq. ft. of floor area
Nursing homes and rest homes	1.0 space per 4 beds plus 1.0 space for each employee
Retail businesses except for furniture and appliance stores	1.0 space for every 300 sq. ft. of floor area
Wholesale businesses and warehouses	1.0 space for every 1,000 sq. ft. (excluding offices) or 1.0 space for every 2 employees, whichever is greater
Industrial uses	1.0 space for every 500 sq. ft. (excluding offices) or 1.0 space for every 2 employees, whichever is greater
Places of public assembly such as churches, auditoriums, meeting rooms, funeral homes	1.0 space for every four seats or benches in the principal place of assembly (Bench capacity is determined as one seat per 30 inches)

(Ord. No. 83-116, Art. XIII, 1983; Ord. No. 2000-02, Art. XIII, 2000; Ord. No. 2003-08, 2003; Ord. No. 2014-04, § 1, 1-13-2015)



Dear Town of Paonia,

The Blue Sage Center for the Arts would like to build a gazebo - like structure in the back space of our building, at 226 Grand Ave, Paonia.

The structure will house Sage Alley, and enables us to hold outdoor events during the summer months. The structure gives patrons relief from sun and rain during events. Access from the patio is available to the gallery, and 3 bathrooms, one handicap accessible, through an existing doorway.

Originally, 2 years ago, our Executive Director approached the administration of the Town of Paonia for approval for a tent to hold events in the summer months. The administrator came over to the site and gave approval for the tent and location of the fence (at zero setback). We then received a Town Trustee and State of Colorado approval to expand our liquor license to serve the outdoor enclosed area. Unknown to us, requesting and receiving this verbal approval was not the proper protocol to follow. We recently discovered this when we applied for a building permit for the new permanent structure.

Over the last 2 years, Sage Alley, housed in the temporary tent structure, has become a welcomed haven for locals and visitors alike. Every Friday, from June through October, we are able to provide 20 local musicians an opportunity to perform. This venue offers an economic opportunity, not only for the musicians, but also for the Blue Sage. Through beverage sales we were able to make a substantial amount of revenue in 2022. Music performances are free to the public. Many of the locals who attend can not afford to pay a cover charge but we embrace the importance of providing events to engage our community. Our events see an average of 70 people a week who come to enjoy the music. Of these 70 people attending, there are often visitors who come to enjoy our town. Sage Alley adds flavor and vitality to the Paonia and helps to build our economic base. We have also offered the space for free to other local nonprofits to use.

Your review and ruling in a timely manner are extremely important. We currently have a grant to cover 50% of the cost of the permanent Sage Alley Structure. If the structure is not completed by year end 2023, we could lose the grant. To date, the Blue Sage has made a monetary commitment of \$15,000 for this project, which we will lose if the project is not completed. Local fundraising specific to the Sage Alley project has raised \$12,000 demonstrating community support.

The Blue Sage Center for the Arts recently submitted an application for this project. The Building Inspector reviewed and sent a preview report before the Town Administrator had a chance to review. Moving forward, we would like to make sure we are following proper protocols and submitting all necessary documents. As per the Inspector's review, we are not in compliance due to a necessary 12 ft set back, and we need to provide an additional 17.5 parking spaces with the new structure. Regarding parking, we are requesting that the current building occupancy be used instead of requiring the additional 17.5 parking spaces. Small towns are dying because building codes do not take into effect the short-term impact that long term, cookie-cutter planning has on struggling non- profit organizations and local businesses. Parking has never been a problem for Sage Alley, nor for the Blue Sage.

We are also requesting a zero-setback requirement. The current building has a zero set back so the Sage Alley structure would also need a zero set back.

We ask that you take this opportunity to allow us to continue to provide Paonia with a space for everyone to enjoy and use. This space has already proven to add vitality to our community. Please do not let this benefit to our community go by the wayside.

Respectfully,

Blue Sage Center for the Arts

## ARTICLE 11. ACCESSORY BUILDINGS, STRUCTURES AND USES

### Sec. 16-11-10. Generally.

Accessory buildings, structures and uses may include, but are not limited to, the following:

- (1) Home occupations.
- (2) Renting of rooms.
- (3) Horses and household pets.
- (4) Fences, hedges and walls.
- (5) Private greenhouses.
- (6) Private swimming pools.
- (7) Storage and merchandise in commercial districts.
- (8) Fallout shelters.
- (9) Detached garages.
- (10) Tennis courts.
- (11) Storage sheds for residential areas.

(Ord. No. 83-116, Art. XVIII, 1983; Ord. No. 2000-02, Art. XVIII, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

### Sec. 16-11-20. Home occupations.

A home occupation shall be permitted as an accessory use, provided that a home occupation permit is granted by the Town and the criteria for home occupations are met.

- (1) *Permit required.* A person desiring to establish a home occupation within the Town shall apply as follows:
  - (a) An application shall for home occupation shall be made to the Town Administrator, or its designee, in the form provided by the Town and accompanied by the appropriate fee as set by Resolution of the Board of Trustees.
  - (b) Upon the receipt of a completed application for a home occupation permit, the Town Administrator, or its designee, shall notify the applicant within ten (10) days that such application is complete.
  - (c) Thereafter the Town Administrator, or its designee, shall notify the applicant and set a date of public hearing before the Town Board of Trustees that will allow time for publication and notification of adjoining property holders.
  - (d) Upon the setting of a public hearing before the Board of Trustees the Town Clerk shall notify the property owners within two hundred (200) feet of the applicant's property by regular mail at the applicant's expense. The notification will include the nature of the application, a copy of this Article and the time and place of a public hearing.

- 
- (2) *Revoke the permit.* A home occupation permit may be revoked by the Town Administrator if at any time the home occupation fails to meet the criteria listed below.
  - (3) *Nontransferability.* Home occupation permits are issued to an individual for a specific property and use. Permits are not transferable should the property be sold or rented to other persons.
  - (4) *Criteria for home occupations.* A home occupation shall be allowed as a permitted accessory use, provided that the following conditions are met:
    - (a) The use must be conducted entirely within a dwelling or accessory structure and carried on by the occupants of the dwelling and no more than one (1) non-occupant employee.
    - (b) The use must be clearly incidental and secondary to the use of the dwelling for dwelling purposes and must not change the residential character thereof.
    - (c) The total area used for such purposes may not exceed twenty-five percent (25%) of the first-floor area of the user's dwelling unit.
    - (d) There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such home occupation, including advertising signs or displays or advertising that solicits or directs persons to the address. A wall-mounted identification sign of not more than two (2) square feet shall be permitted.
    - (e) There shall not be conducted on the premises the business of selling inventory, supplies or products, provided that incidental retail sales may be made in connection with other permitted home occupation.
    - (f) There must be no exterior storage on the premises of material or equipment used as a part of the home occupation.
    - (g) No equipment or process shall be used in such home occupation, which creates any glare, fumes, odors or other objectionable conditions detectable to the normal senses off the lot if the occupation is conducted in a single-family dwelling or outside the dwelling unit if conducted in other than a single-family dwelling.
    - (h) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of the home occupation shall be met with additional off-street parking spaces that are not located in a required yard adjacent to a street.
    - (i) Under no circumstances shall any of the following be considered a home occupation: Antique shop, barber shop, a beauty parlor (with more than one [1] chair), clinic, mortuary, nursing home, restaurant, veterinarian's clinic or dance studio.

(Ord. No. 83-116, Art. XVIII, 1983; Ord. No. 2000-02, Art. XVIII, 2000; Ord. No. 2014-04, § 1, 1-13-2015; Ord. No. 2019-06, § 2, 8-13-2019)

### **Sec. 16-11-30. Renting of rooms.**

- (a) *Single-unit dwellings.* The renting of rooms to one (1) or two (2) persons, not members of the family residing in the same single-unit dwelling, may be permitted as an accessory use, provided that the following conditions are met:
  - (1) The total number of unrelated persons, including roomers in any one (1) dwelling unit, must not exceed three (3).

- 
- (2) Quarters used by the roomers must not be more than twenty-five percent (25%) of the total floor area of the dwelling unit.
  - (3) The dwelling unit must have only one (1) electric meter.
  - (4) Where the renting of rooms is to two (2) roomers, at least one (1) additional off-street parking space must be provided per room.
- (b) Multi-unit dwellings. The renting of rooms to one (1) or two (2) persons, not members of the family residing in the same multi-unit dwelling, may be permitted as an accessory use, provided that the total number of unrelated persons, including roomers, in any dwelling unit must not exceed three (3). Where the renting of rooms is to two (2) roomers, at least one (1) additional off-street parking space must be provided per room.
- (c) In addition to normal residential off-street parking requirements, one (1) additional off-street parking space shall be provided on site for each lodging room. Ingress and egress shall meet requirements of the IBC and ADA. Separate bath and sanitary facilities from those of the host must be provided for each two (2) guest rooms.
- (d) In residential districts, landscaping and screening shall be provided to maintain the residential character of the building and preserve the right of neighboring residents to enjoy a peaceful occupancy of their homes.
- (Ord. No. 83-116, Art. XVIII, 1983; Ord. No. 2000-02, Art. XVIII, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

**Sec. 16-11-40. Reserved.**

Editor's note(s)—Ord. No. 2017-11 , § 2, adopted October 10, 2017, repealed § 16-11-40, which pertained to fences, hedges and walls. See Code Comparative Table for complete derivation. Subsequently, § 3 of such ordinance added § 18-9-10.

**Sec. 16-11-50. Reserved.**

Editor's note(s)—Ord. No. 2017-11 , § 2, adopted October 10, 2017, repealed § 16-11-50, which pertained to swimming pools, hot tubs, and Jacuzzis. See Code Comparative Table for complete derivation. Subsequently, § 3 of such ordinance added § 18-9-20.

**Sec. 16-11-60. Requirements for accessory buildings and uses.**

- (a) All detached accessory buildings shall be located in the rear one-half (½) of the lot.
- (b) On an interior lot, the minimum setback from the rear lot line shall be ten (10) feet and from the side yard line shall be six (6) feet if there is no alley or five (5) feet from an existing alley easement line.
- (c) On double-frontage lots, the minimum setback from the rear property line shall be the same as the front yard setback for principal uses within that district.
- (d) On corner lots, the accessory building shall not be located closer to the street-side property than the required six (6) feet for the principal use.
- (e) Accessory buildings shall not exceed fifteen (15) feet in height.
- (f) The floor area of accessory uses shall be included in the determination of the maximum lot coverage.

(Ord. No. 83-116, Art. XVIII, 1983; Ord. No. 2000-02, Art. XVIII, 2000; Ord. No. 2014-04, § 1, 1-13-2015)



August 17, 2023

Town of Paonia  
PO Box  
Paonia, CO 81428

Dear Stefen and the Town of Paonia,

The purpose of this letter of agreement (LOA) is for the Blue Sage Center for the Arts (BSCA) to address the occupancy load at the BSCA to include the Sage Alley covered patio.

The BSCA will use current occupancy load of 144 for Curtis Hall and 110 for the Gallery/Gift shop to also include the Sage Alley covered patio. The Blue Sage will not exceed the total occupancy limit and will be allowed to use all spaces concurrently.

Formal Agreement

The formal agreement will become effective upon signatures on this letter from the Town of Paonia and the BSCA.

Force Majeure

Neither party shall be considered in default or in breach of the forma agreement, when such failure or delay to perform should be triggered by any act or force of nature beyond either party’s control.

Notice

Both parties agree that any notices provided in connection with the formal agreement, shall be made in writing by registered or certified mail.

Prevailing Law

The formal agreement shall be governed in accordance with the prevailing laws of the State of Colorado. The provision of this agreement shall be construed in such a manner that shall render this an effective and valid legal instrument under current applicable law. Should any part of this formal agreement be deemed ineffective or unenforceable, only that specific provision shall be invalid and unenforceable, without affecting or invalidating any of the remaining provisions contained within this formal agreement.

Legal Remedies

Should either party seek legal remedy to enforce or interpret the provision contained in this formal agreement, the prevailing party shall be entitled to reasonable attorney fees, in conjunction with any other relief deemed appropriate by the court to which the party may be entitled.

Both parties acknowledge that the terms set forth in this letter accurately reflect the terms being agreed to by the parties.

Blue Sage Center for the Arts  
Debra Muzikar, Executive Director

Town of Paonia  
Stefen Wynn , Town Administrator

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



August 17, 2023

Town of Paonia  
PO Box  
Paonia, CO 81428

Dear Stefen and the Town of Paonia,

The purpose of this letter of agreement (LOA) is for the Blue Sage Center for the Arts (BSCA) to address the parking requirements for the Sage Alley covered patio.

The BSCA will use the Town of Paonia’s parking lot, located in the alley between Grand Ave and Main Street and will also use the parking lot located on Main Street where the electric car charging station is located. These locations will be used to address the need for additional parking for the covered patio the BSCA will be building.

Formal Agreement

The formal agreement will become effective upon signatures on this letter from the Town of Paonia and the BSCA. This agreement shall remain in effect until such time as there is no longer a parking space requirement required by the Town parking code.

Force Majeure

Neither party shall be considered in default or in breach of the forma agreement, when such failure or delay to perform should be triggered by any act or force of nature beyond either party’s control.

Notice

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Both parties acknowledge that the terms set forth in this letter accurately reflect the terms being agreed to by the parties.

Blue Sage Center for the Arts  
Debra Muzikar, Executive Director

Town of Paonia  
Stefen Wynn , Town Administrator

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Public Hearing for Blue Sage Center for the Arts
<b>SUBMITTED BY:</b>	Samira Vetter, Town Clerk
<b>DATE:</b>	9.21.23
<b>BACKGROUND:</b>	<ul style="list-style-type: none"> <li>• Application has been received.</li> <li>• Fees have been received and documented.</li> <li>• Public Hearing has been Noticed in the Delta County Independent 15 days before the scheduled hearing.</li> <li>• Public Hearing has been Noticed at 226 Grand Avenue 10 days before scheduled hearing, posted by Town staff.</li> <li>• All owners within 200 ft of 226 Grand Avenue have been mailed a Notice of the scheduled public hearing, 10 days before.</li> </ul>
<b>BUDGET:</b>	\$250.00 to 10-32-04 - Licenses and Permits
<b>RECOMMENDATION:</b>	All legal requirements have been met for the Public Hearing Process for a special review of this variance request.
<b>ATTACHMENT:</b>	Public hearing notice Affidavit of publication Notification letter Proof of mailing

**TOWN OF PAONIA, COLORADO  
NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the Town of Paonia Planning Commission will hold a Public Hearing at 4:00 pm on Thursday, September 21, 2023, at the Paonia Town Hall, 214 Grand Avenue, Paonia, CO 81428.

The purpose of the Public Hearing will be to consider a variance for the rear setback, and parking minimums of the Paonia Municipal code. The petitioners, The Blue Sage Center for the Arts, requested the variance to build a shaded porch on the back of the building on their property located at 226 Grand Avenue, Paonia, CO 81428.

Any person may appear at the Public Hearing and be heard regarding the matters under consideration. For further information concerning the Public Hearing, please contact the Town Clerk at 970-527-4101 or [samirav@townofpaonia.com](mailto:samirav@townofpaonia.com) during regular business hours or mail comments to Attn :Town Clerk PO Box 460, Paonia, CO 81428 by September 15<sup>th</sup>, 2023.

Dated the 29th day of August, 2023.

TOWN OF PAONIA, COLORADO

Samira M Vetter  
Town Clerk

**AFFIDAVIT OF PUBLICATION**

State of Florida, County of Charlotte, ss:

Bailee Liston, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Delta County Independent, a newspaper printed and published in the City of Delta, County of Delta, State of Colorado, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

**PUBLICATION DATES:**

6 Sep 2023

13 Sep 2023

**NOTICE ID:** traYDt2TW3zphg8X1rno

**PUBLISHER ID:** DCI000019

**NOTICE NAME:** Blue Sage Alley Variance

**Publication Fee:** 47.84

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

*Bailee Liston*

(Signed) \_\_\_\_\_

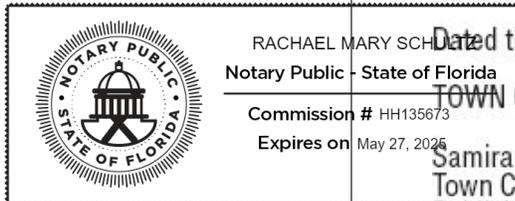
**VERIFICATION**

State of Florida  
County of Charlotte

Subscribed in my presence and sworn to before me on this:  
09/13/2023

*Rachael Mary Schulte*

Notary Public  
Notarized online using audio-video communication



**TOWN OF PAONIA, COLORADO  
NOTICE OF PUBLIC HEARING**

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Date the 29th day of August 2023.

TOWN OF PAONIA, COLORADO

Samira M Vetter  
Town Clerk

Published Wednesday, September 6, 13, 2023

# Town of Paonia



September 11, 2023

## TOWN OF PAONIA, COLORADO NOTICE OF PUBLIC HEARING

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Dated the 29th day of August, 2023.

  
Samira M Vetter  
Town Clerk

LARIO ROBERT  
PO BOX 778  
CO, PAONIA  
81428-0778

MANNAN WILLOW W  
PO BOX 926  
CO, PAONIA  
81428-0926

LEHMAN ROBERT C  
204 SCOTCHPINE DR  
LA, MANDEVILLE  
70471-2545

MEDRANO INVESTMENTS LLC  
PO BOX 1467  
CO, PAONIA  
81428-1467

CHITTENDEN LAURA JANE  
PO BOX 967  
CO, PAONIA  
81428-0967

232 GRAND LLC  
PO BOX 304  
CO, PAONIA  
81428-1554

234 GRAND AVENUE LLC  
PO BOX 943  
CO, PAONIA  
81428-0943

LINDSEY FAMILY TRUST  
380 HIGHWAY 92  
CO, CRAWFORD  
81415-9184

PAONIA MAIN LLC  
PO BOX 356  
CO, PAONIA  
81428-0356

COMMUNITY COLLECTIVE LLC  
215 LEFT FORK ROAD  
CO, BOULDER  
80302-9251

FRIENDS OF THE PARADISE THEATRE  
PO BOX 886  
CO, PAONIA  
81428-0886

~~PAONIA TOWN OF  
PO BOX 160  
CO, PAONIA  
81428-0460~~

~~PAONIA TOWN OF  
PO BOX 480  
CO, PAONIA  
81428-0460~~

~~PAONIA TOWN OF  
PO BOX 460  
CO, PAONIA  
81428-0460~~

CORONA REBECCA ANN  
PO BOX 1667  
CO, PAONIA  
81428-1667

KENNEDY LLC  
PO BOX 1554  
CO, PAONIA  
81428-1554

BLUE SAGE CENTER FOR THE ARTS INC  
PO BOX 700  
CO, PAONIA  
81428-0700

TREEHOUSE PROPERTIES LLC  
12970 ROEBER RD  
CO, PAONIA  
81428-4115

NORTH FORK VALLEY PUBLIC RADIO INC  
PO BOX 1350  
CO, PAONIA  
81428-1350

SMITH LINDA J  
PO BOX 1562  
CO, PAONIA  
81428-1562

DELTA COUNTY MEMORIAL HOSPITAL DIST  
PO BOX 10100  
CO, DELTA  
81416-0008

OLD CAVE CAFE BUILDING  
PO BOX 279  
CO, PAONIA  
81428-0279

BLUE SAGE CENTER FOR THE ARTS  
PO BOX 700  
CO, PAONIA  
81428-0700

DELTA COUNTY CITIZENS FOR  
PO BOX 1736  
CO, PAONIA  
81428-1736

RIGGS SKYE LAUREL  
39405 LUND RD  
CO, PAONIA  
81428-6447

~~PAONIA TOWN OF  
PO BOX 460  
CO, PAONIA  
81428-0460~~

~~PAONIA TOWN OF  
PO BOX 460  
CO, PAONIA  
81428-0460~~

Town of Paonia  
214 GRAND  
PO BOX 480  
PAONIA CO

Tow  
214  
PO  
PA

Town of Paonia  
214 GRAND AVE  
PO BOX 480  
PAONIA CO 81428-0460

RIGGS SKYE LAUREL  
39405 LUND RD  
CO, PAONIA  
81428-6447



PO BOX  
CO, PAONIA  
81428-1736

PO BOX 967  
CO, PAONIA  
81428-0967

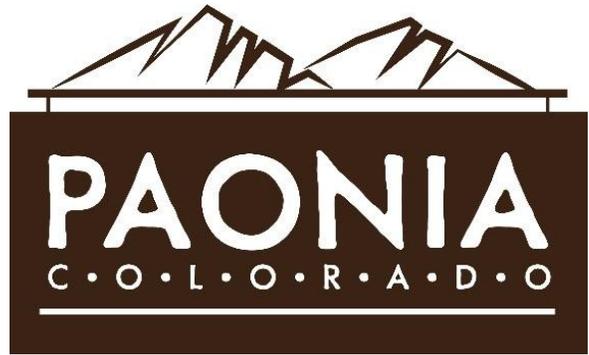


**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #2 Consideration of Approval for Non-Motorized Trail Maintenance in FY-2023 Budget
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator
<b>DATE:</b>	9.25.23
<b>BACKGROUND:</b>	<p>The Wilder Bunch is a group of high school students in Delta County that is hired to build and maintain single track trails through the Nature Connection over the summer. The Nature Connection is applying for a Colorado Parks and Wildlife (CPW) Grant to assist with maintenance and stewardship of the existing Paonia Riverpark Trail System. The Nature Connection &amp; The Wilder Bunch request a letter of support and a \$2,500 match for the grant application with CPW. The Nature Connection and the Wilder Bunch are submitting a grant application to CPW in the amount of \$85,000 (with a \$2,500 match from the Town) for contracting a leader, fuel, equipment rental, tools and/or supplies for roughly 2 miles of trail maintenance, habitat stewardship and 2 weeks worth of trail work in Paonia.</p>
<b>BUDGET:</b>	10-46-75 Parks & Recreation Grant Projects - \$2,500
<b>RECOMMENDATION:</b>	<p>Staff Recommends Approval for a Letter of Support and Budgeting \$2,500 in FY-2024 for a match.</p> <p>I move to approve a letter of support to be drafted by staff and signed by the mayor or mayor pro-tem for the Nature Connection &amp; the Wilder Bunch and direct the Treasurer to budget \$2,500 in FY-2024 for a local match.</p>
<b>ATTACHMENT:</b>	Attachment A: Request to be placed on town agenda, Ben Graves

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

PO Box 460  
Paonia, CO 81428  
970/527-4101  
Paonia@townofpaonia.com



Here are things you need to know:

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

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

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

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

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

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

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

Nature Connection- Trail Crew Support

**Name of Requester or Presenter:** Ben Graves

**Representing: (Group or Agency name, or Self)** Nature Connection

**Date of submittal:** 09/18/2023

**Date of Requested Board Meeting: (Insert Board Meeting date)** 09/26/2023

**Specific request:**

Support for the Wilder Bunch - 2024 CPW Non-Motorized Trail Maintenance/Stewardship Application

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

**\*The Problem**

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

The Paonia Riverpark Trail System include close to 2 miles of crushed gravel trails on Town of Paonia, DCSD and Western Slope Conservation Center Property. It is important to trail users that maintenance is performed along the whole trail system so it remains safe and accessible. The Town does not have the capacity to perform the required maintenance on all trails. Since 2020, the Nature Connection's "Wilder Bunch" Trail Crew has performed annual clearing, tread-work and habitat stewardship on all trails. A management plan is currently being drafted by all organizations and 2 weeks of trail work in Paonia is recommended in this plan.

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

We would like a letter of support from the board for our application to the CPW grant program by October 3rd. Total request to CPW will be around \$85,000. This grant has a required cash match from municipal governments. We are asking for \$2500 to be spent on contracting a leader, fuel, equipment rental, tools and/or supplies.

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

Stefen- suggested we make a request to be included in 2024 budget.

Cory- Town does not have the staff to do annual trail maintenance, nor the technical experience required for managing soft surface trails.

Contact information:

Name: Ben Graves  
Physical Address: 1004 3rd St. Paonia,  
Mailing Address: 397 Miners Way, Hotchkiss 81419  
  
E-mail: bgraves@deltaschools.com  
Daytime Phone: 970-985-3107

[Print Form](#)

[Email Form](#)

Office Use Only:  
Received: \_\_\_\_\_  
Approved for Agenda: \_\_\_\_\_  
Board Meeting Date: \_\_\_\_\_

DATE

Trails Grant Committee  
Colorado Parks and Wildlife: State Trails Program  
13787 S. Hwy 85  
Littleton, CO 80125

To Whom It May Concern,

On behalf of the Town of Paonia we are proud to submit this letter of support to Colorado Parks and Wildlife for a 2022 Non-motorized Maintenance Grant so that The Nature Connection (NC) can improve and enhance the recreational trails in our community.

Paonia is located at the heart of the North Fork Valley. Surrounding the town are unlimited opportunities for outdoor recreation - from world class hunting and fishing to mountain biking on Jumbo Mountain and cross country skiing on the Grand Mesa. Unfortunately, our town has few accessible trails or recreation opportunities located close to town and our schools.

To address the growing need for accessible recreation in our community, our town has supported the Nature Connection and the Western Slope Conservation Center (WSSC), in expanding and maintaining the Paonia River Park Trail System along the North Fork of the Gunnison. This ADA-Accessible soft-surface trail crosses WSSC, Town and Paonia K8 School property and provides the only public access to the river in Paonia. This project has been a central part of multiple master plans including the Paonia in Motion Recreation Master Plan adopted in 2022. The Nature Connection's Wilder Bunch Crew has been essential in the initial construction of this trail and expansion in 2021. This past spring, historic flooding eroded almost 1000 ft of river bank on Town property and the Wilder Bunch, with support from our Town, volunteers and donations from the community was able to repair and reroute the trail.

The Town of Paonia does not have any dedicated trails or recreation staff and our Public Works department is overburdened with maintaining our aging water, sewer and street infrastructure. Currently, we are in the final stages of drafting a Trail Management Plan to outline roles and responsibilities for each of the land-owners and organizations dedicated to improving and expanding this trail system. It is our hope that this grant will not only help us provide safe and accessible trails, but also ease the burden so our Town staff can continue to focus on the many parks, fields and playgrounds that our community depends on for wellness and recreation.

We are confident in The Nature Connection's ability to manage this grant. As a show of our commitment, the Town of Paonia will provide a cash contribution toward trail crew supplies and materials of \$2500.

Thank you for supporting our community!

Sincerely,



**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #3 Appointment to the Planning Commission by the Board of Trustees
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator
<b>DATE:</b>	9.25.2023
<b>BACKGROUND:</b>	<p>Two applications for the Planning Commission have been received for the Mayor and Trustees' consideration. Both applicants have completed the requirements for consideration. They live in Town, they have completed the 'Notification of Interest in Serving on Various Committees &amp; Boards', and they have completed a Letter of Interest.</p> <p>Susan Pagano Submitted a Complete Packet on 9.15.23; and Susanne Watson Submitted a Complete Packet on 9.22.23.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Staff believe that both candidates meet the qualifications to serve on the Planning Commission.
<b>ATTACHMENT:</b>	<p>Attachment A: Susan Pagano's Complete Packet Attachment B: Suzanne Watson's Complete Packet</p>

TOWN OF PAONIA

NOTIFICATION OF INTEREST IN SERVING ON VARIOUS COMMITTEES & BOARDS

EVERY FEW YEARS THE BOARD OF TRUSTEES FOR THE TOWN OF PAONIA ADVERTISE TO RECRUIT EXISTING BOARD MEMBERS WHO HAVE TERMS DUE TO EXPIRE AND INTERESTED VOLUNTEERS WILLING TO FILL VACANCIES ON VARIOUS BOARDS.

PLEASE LIST THE COMMITTEE THAT YOU ARE INTERESTED IN SERVING ON AND INDICATE IF YOU ARE A CURRENT MEMBER OR INTERESTED IN FILLING A VACANCY ON THIS BOARD OR COMMITTEE. THIS FORM IS TO MAKE IT EASIER FOR ALL PERSONS INTERESTED IN SERVING ON BOARDS.

DATE: 8/23/23

NAME OF COMMITTEE/BOARD:

ARE YOU A CURRENT COMMITTEE/BOARD MEMBER? LIST YOUR NAME AND WHICH BOARD YOU ARE CURRENTLY ON AND IF YOU ARE INTERESTED IN CONTINUING SERVICE FOR NEW TERM:

NAME (PLEASE PRINT)

PLANNING & ZONING COMMISSION [checked] TREE BOARD [ ] VOLUNTEER [ ] ZONING BOARD OF ADJUSTMENTS/APEALS [ ] ADVISORY WATER COMMITTEE [ ]

ARE YOU INTERESTED IN SERVING ON BOARD/COMMITTEE: NAME OF PERSON INTERESTED IN BEING CONSIDERED FOR APPOINTMENT ON BOARD:

Susan Pagano

NAME (PLEASE PRINT)

1525 1st Street 970-527-3569, 970-260-6123

ADDRESS:

CONTACT PHONE:

suepag2@gmail.com

E-MAIL:

NOTES: (INCLUDE LETTER OF INTEREST LISTING YOUR INTERESTS, KNOWLEDGE & SKILLS YOU FEEL WILL BENEFIT THE TOWN)

Susan Pagano

SIGNATURE



To whom it may concern

I would like to introduce myself. My name is Susan Pagano, my maiden name is Shideler. I was raised in Paonia. My family moved to Paonia in 1953 because my father took a position as a science teacher at Paonia High School. I am a proud graduate of Paonia High School and attended Western State College in Gunnison, Colorado.

In 2011 I returned to Paonia after living for 37 years in eastern Los Angeles county, where I was a purchasing agent of manufacturing companies.

Upon my return, I became aware of several problems with the town administration. I have seen changes made to correct problems and I want to be a part of the solution.

I feel that I have a unique viewpoint and would enjoy working to keep Paonia moving forward.

Thank you for your consideration.

Susan Pagano

**TOWN OF PAONIA**

**NOTIFICATION OF INTEREST IN SERVING ON VARIOUS COMMITTEES & BOARDS**

EVERY FEW YEARS THE BOARD OF TRUSTEES FOR THE TOWN OF PAONIA ADVERTISE TO RECRUIT EXISTING BOARD MEMBERS WHO HAVE TERMS DUE TO EXPIRE AND INTERESTED VOLUNTEERS WILLING TO FILL VACANCIES ON VARIOUS BOARDS.

PLEASE LIST THE COMMITTEE THAT YOU ARE INTERESTED IN SERVING ON AND INDICATE IF YOU ARE A CURRENT MEMBER OR INTERESTED IN FILLING A VACANCY ON THIS BOARD OR COMMITTEE. THIS FORM IS TO MAKE IT EASIER FOR ALL PERSONS INTERESTED IN SERVING ON BOARDS.

DATE: 9/22/23

NAME OF COMMITTEE/BOARD:

**ARE YOU A CURRENT COMMITTEE/BOARD MEMBER? LIST YOUR NAME AND WHICH BOARD YOU ARE CURRENTLY ON AND IF YOU ARE INTERESTED IN CONTINUING SERVICE FOR NEW TERM:**

Suzanne Watson  
NAME (PLEASE PRINT)

PLANNING & ZONING COMMISSION  TREE BOARD  VOLUNTEER   
ZONING BOARD OF ADJUSTMENTS/APPEALS  ADVISORY WATER COMMITTEE

**ARE YOU INTERESTED IN SERVING ON BOARD/COMMITTEE: NAME OF PERSON INTERESTED IN BEING CONSIDERED FOR APPOINTMENT ON BOARD:**

NAME (PLEASE PRINT)  
Suzanne Watson

ADDRESS: 903 2ND ST, POB 905 CONTACT PHONE: 970-527-2329

E-MAIL:

**NOTES: (INCLUDE LETTER OF INTEREST LISTING YOUR INTERESTS, KNOWLEDGE & SKILLS YOU FEEL WILL BENEFIT THE TOWN)**

SIGNATURE

Print Form

Email Form

**From:** [suzanne](#)  
**To:** [Samira V](#)  
**Subject:** P&Z letter of interest  
**Date:** Friday, September 22, 2023 4:25:57 PM

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Dear Mayor Bachran and Town of Paonia Trustees,

Please accept my letter of interest to serve on the Paonia Planning and Zoning Commission.

I am a 22 year resident of the Town and am well versed in Paonia's Municipal Code.

If selected I could make a meaningful contribution to our Town as I:

- Possess an detailed knowledge of and experience with the current Land Use Code
- Understand the purpose and responsibility of the Planning Commission as described by State Statute
- Have a deep respect for due process considerations
- Have participated in land use and due process trainings offered by Nick Cotten-Baez, CML and CIRSA

I am particularly interested in the Land Use portion of our new Comprehensive Plan and would like to help make our Code accessible, understandable and respectful of our unique Town.

Thank you for your consideration.

Sincerely, Suzanne Watson

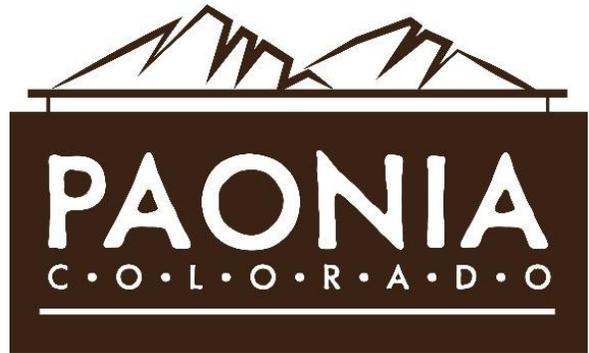


**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #4 Consideration of Support Letter Regarding NEPA Phase 2 Rulemaking
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator
<b>DATE:</b>	9.25.23
<b>BACKGROUND:</b>	<p>The Board of Trustees approved a letter providing comments for Rulemaking during Special Meeting of the Board in September. That letter was finalized and submitted through the appropriate federal portal on Friday, 9.22.2023. The Citizens for a Healthy Community have requested a Letter of Support Regarding National Environmental Policy Act (NEPA) Phase 2 Rulemaking.</p> <p>A Draft of the letter has been submitted for the Board to consider.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	<p>Staff Recommends Approval.</p> <p>Possible Motion: I move to approve the draft of the letter providing comments to the Council on Environmental Quality with the following revisions...</p>
<b>ATTACHMENT:</b>	<p>Attachment A: Request to be on the Agenda, Citizens for a Healthy Community, Natasha Leger, Executive Director.</p> <p>Attachment B: Draft Letter with Comments</p>

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

PO Box 460  
Paonia, CO 81428  
970/527-4101  
Paonia@townofpaonia.com



Here are things you need to know:

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

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

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

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

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

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

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

Support letter for NEPA Phase2 rulemaking

**Name of Requester or Presenter:**

**Representing: (Group or Agency name, or Self)** Citizens for a Healthy Commu

**Date of submittal:** 09/18/23

**Date of Requested Board Meeting: (Insert Board Meeting date)** Sept 26, 2023

**Specific request:**

Consideration of support letter regarding National Environmental Policy Act (NEPA) Phase 2 federal rulemaking

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

**\*The Problem**

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

The Town of Paonia depends on the National Environmental Policy Act to protect its interests in light of federal actions that could negatively impact the Town. The proposed NEPA rules are an improvement, yet there are still some concerns with proposed rules.

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

Recommend that the Town sign a letter of support for the rule, and request improvement to protect the Town's interests.

What staff member have you spoken to about this? Please summarize your discussion: Introduced at last Town Council meeting.

Contact information:

Name: Natasha Leger, Executive Director, Citizens for a Healthy Community

Physical Address: 211 Grand Avenue, Suite 211, Paonia

Mailing Address: PO Box 1283, Paonia

E-mail: natasha@chc4you.org

Daytime Phone: 970-399-9700

Office Use Only:  
Received: \_\_\_\_\_  
Approved for Agenda: \_\_\_\_\_  
Board Meeting Date: \_\_\_\_\_

[Print Form](#)

[Email Form](#)

DRAFT

September xx, 2023

Council on Environmental Quality  
730 Jackson Place NW  
Washington, DC 20503

Via: <https://www.regulations.gov/document/CEQ-2023-0003-0001>

**RE: Bipartisan Permitting Reform Implementation Rule, NEPA Phase 2, Docket # CEQ-2023-0003**

Dear Chair Brenda Mallory,

The Town of Paonia respectfully submits these comments on the Bipartisan Permitting Reform Implementation Rule, Docket # CEQ-2023-0003 (aka NEPA Phase 2 proposed rules).

The Town of Paonia depends upon the National Environmental Policy Act (NEPA) and its implementing regulations for transparency, public engagement, and credible environmental analysis regarding federal actions that affect the Town's interests. The Town is particularly sensitive to federal actions that directly or indirectly effect, the Town's drinking water sources in particular and larger contributing watersheds on surrounding public lands, and federal infrastructure projects and policies. The town welcomes proposed improvement to the NEPA implementing regulations that require agencies to consider climate change and climate impacts in their environmental analysis, and clarifies language and definitions.

The Town is however concerned that as drafted, the rules create loopholes for decreased transparency into agency decision making around "unknown" effects, and information developed through monitoring and compliance plans. Proposed rule 1501.3(c)(2) will effectively reduce transparency and disclosure, that NEPA was designed to ensure. The rule implements a statutory directive that requires a less comprehensive and rigorous Environmental Assessment (EA) when the significance of the effects from the proposed action are "unknown." It's unclear as to why the rule does not require the agency to explain in the EA how it concluded that the effects from the proposed action are "unknown" and merit an EA instead of an Environmental Impact (EIS). A window into the agency's thinking and analysis on finding of "unknown" impacts is critically important to determining if the agency abused its discretion in making such a decision. In addition, agencies could hide behind the Freedom of Information Act (FOIA) exemption for deliberative process to withhold this type of internal agency decision-making from public view.

When the North Fork Mancos Master Development Plan (NFMMDP) was originally proposed to the Bureau of Land Management (BLM), the proponent contemplated 104 natural gas wells, which would have justified the creation of an EIS. The BLM recommended to the operator that they scale the NFMMDP down to 35 wells for the purposes of the required NEPA analysis because the project details were still undefined for

the full scope of the intended project. The EA did not disclose the full vision of the project to eventually include 104 wells in an area 20 miles north of Paonia that traverses three critical watersheds, 6 roadless areas, critical habitat for wildlife and is known for landslides and geological hazards. The public only became aware of the true plan and potential environmental impact when a local citizen's group filed a FOIA request. In contrast, the neighboring approved master development plan for Bull Mountain, which proposed full development consisting of 146 wells underwent an EIS analysis a year earlier in 2016. This is one example of how "unknown" effects can be used to deprive the public of critical information regarding the full potential environmental effects of a proposed federal action.

Consideration of new information is a key tenet of NEPA. Yet, proposed rule 1503(c)(3) does not require agencies to supplement their EIS, EA or Record of Decision solely based on new information developed through monitoring and compliance plans. The whole point of this monitoring is to validate or refute conditions of approval. If negative or positive effects are being reported, the agency should investigate and supplement the approved document as needed.

Proposed rules 1501.5(e) and 15051.10 (f)(1) and (2) allow for the publication of a draft EA and the request for public comment on a draft EA to be discretionary steps for an agency. As evidenced by the overall content of the proposed rule changes, agencies appear to be encouraged to utilize EAs as often as can be found appropriate and defensible. Ensuring the public, as well as local governments, are aware of proposed activities and planned developments in their locality is imperative and this can only be guaranteed if publication of a draft EA and subsequent request for public comment are required.

The Town of Paonia proposes the following three recommendations to address the transparency and full public participation concerns raised above.

1. Rule 1501.3(c)(2): Require agencies to explain and document in the EA the agency's analysis and finding that the effects of the proposed action are unknown and therefore merit an EA instead of an EIS.
2. Rule 1503(c)(3): Require agencies to supplement an EA, EIS or Record of Decision if information subsequently produced from required monitoring and compliance plans indicates negative or positive effects resulting from the approved activity.
3. Rules 1501.5(e) and 15051.10 (f)(1) and (2): Require agencies to routinely notify the public of the issuance of a draft EA and routinely invite public comment and consider those comments when preparing the final EA.

The Town of Paonia appreciates the work of the Council on Environmental Quality and respectfully requests serious consideration of the Town's stated concerns and recommendations. NEPA is the nation's bedrock environmental law that allows the public and local government to engage in federal actions that affect communities. We appreciate all efforts to improve and strengthen transparency, disclosure, public engagement, analysis, and decision-making.

DRAFT

Respectfully,



**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #5 Consideration of Approval of Matching the Rate Increase for Employee Medical Benefits
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator
<b>DATE:</b>	9.25.23
<b>BACKGROUND:</b>	<p>During a July, 2023 Board Meeting, the Board of Trustees recognized the necessity to retain qualified employees working for the Town, and accepted a plan to pay a significant portion of Employee Medical Benefits. Town Staff recently received renewal information for FY-2024, and it includes a 5.00% premium increase. The Town currently pays for 100% of employee premiums, and a portion of the premium for other classifications (e.g. employee+spouse, employee+child, employee+family).</p> <p>(22) Total FT Employees Budgeted for FY-2024, Monthly and Annualized Cost Increase per Classification for PPO7 plan.</p> <p>Employee only = \$33/Month; \$396/Year          Employee + Spouse = \$66/Month; \$792/Year          Employee + Child = \$61/Month; \$732/Year          Employee + Children = \$61/Month; \$732/Year          Employee + Family = \$80/Month; \$960/Year</p>
<b>BUDGET:</b>	Depending on the renewal period selections of Employees, FY-2024 could see a budgeted increase of approximately \$15,000 - \$20,000 in Insurance Premiums. Should the Town elect to cover 100% of the cost, the increase is approximately \$20,000 - \$25,000.
<b>RECOMMENDATION:</b>	<p>It is recommended that the Town continue to pay 100% of the employee premium for the PPO7 plan, and contribute a percentage for the increase of other classifications and plans.</p> <p>Recommended Town contribution of 60% towards increase; and Employee covers 40% of the increase.</p>
<b>ATTACHMENT:</b>	<p>Attachment A: Email from Interim TA on Health Insurance          Attachment B: CEPT Renewal Information</p>

## Samira V

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**From:** Leslie  
**Sent:** Wednesday, July 12, 2023 3:26 PM  
**To:** Matt Laiminger; J Erickson; Cory Heiniger; Samira V; Ruben Santiago; Amanda Mojarro  
**Subject:** Health Insurance Board adopted Town/Employee Share

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Department Heads, please notify your staff.

The Board adopted a flat fee for each employee to spend on their chosen health insurance plan. This flat fee will cover a significant portion of PPO7, the lowest cost plan. Should employees want to move to a higher plan, I understand they can do that now – however, this is a flat fee so they will pay more for a higher cost plan. There are monthly rates and will be prorated over the pay periods.

The Town will pay:  
Employee: \$650 (100% of the employee premium for PPO7)  
Employee plus Spouse: \$1100  
Employee plus Child: \$1100  
Employee plus Family: \$1300

The town will pay 100% of the employee premium on the lower cost plan for dental \$31 and vision \$9. The employee will pay any costs above this flat rate for the more expensive plan and for dependents.

With CEBT, the Town now has an employee assistance plan or EAP. That means you can use it confidentially if you need help with a work issue you don't want to discuss with your supervisor, or are depressed, stressed or burnt out, have problems at home, financial problems, need help making a big life decision, etc. It is completely FREE. Sam will get information about where to call to access this assistance. I have used this program myself when I had a boss that drove me crazy and for mental health issues. It's a great resource and please use it.

If you have questions about altering your plan choice, please call Sam for information.

All the best to the dedicated and highly competent Paonia staff. The future looks brighter because of you!

Leslie Klusmire  
Town of Paonia, Colorado

"Every time you are tempted to react in the same old way, ask if you want to be a prisoner of the past or a pioneer of the future." — Deepak Chopra

**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.



**January 1<sup>st</sup>, 2024 RENEWAL**

**Town of Paonia  
BRANCH BBJ3**



**Town of Paonia**

Renewal and Optional Monthly Rates Effective January 01, 2024

Current Plans: PPO5; PPO6; PPO7; Dental B; Vision C; Life A; EAP Active

Current Network: United Choice Plus

Life Coverage: \$20k Base

		EE Only	EE +Spouse	EE + Child	EE +Children	EE +Family	Percent change
<b>Medical (PPO2)</b> <b>(\$600 deductible)</b>	current	\$1,108	\$2,215	\$2,052	\$2,052	\$2,662	
	<b>renewal</b>	<b>\$1,163</b>	<b>\$2,326</b>	<b>\$2,155</b>	<b>\$2,155</b>	<b>\$2,795</b>	<b>5.00%</b>
<b>Medical (PPO3)</b> <b>(\$1,000 deductible)</b>	current	\$934	\$1,902	\$1,759	\$1,759	\$2,283	
	<b>renewal</b>	<b>\$981</b>	<b>\$1,997</b>	<b>\$1,847</b>	<b>\$1,847</b>	<b>\$2,397</b>	<b>5.00%</b>
<b>Medical (PPO4)</b> <b>(\$1,500 deductible)</b>	current	\$831	\$1,692	\$1,564	\$1,564	\$2,031	
	<b>renewal</b>	<b>\$873</b>	<b>\$1,777</b>	<b>\$1,642</b>	<b>\$1,642</b>	<b>\$2,133</b>	<b>5.00%</b>
<b>Medical (PPO5)</b> <b>(\$2,500 deductible)</b>	current	\$768	\$1,564	\$1,447	\$1,447	\$1,880	
	<b>renewal</b>	<b>\$806</b>	<b>\$1,642</b>	<b>\$1,519</b>	<b>\$1,519</b>	<b>\$1,974</b>	<b>5.00%</b>
<b>Medical (PPO6)</b> <b>(\$3,000 deductible)</b>	current	\$706	\$1,440	\$1,331	\$1,331	\$1,728	
	<b>renewal</b>	<b>\$741</b>	<b>\$1,512</b>	<b>\$1,398</b>	<b>\$1,398</b>	<b>\$1,814</b>	<b>5.00%</b>
<b>Medical (PPO7)</b> <b>(\$4,000 deductible)</b>	current	\$650	\$1,325	\$1,225	\$1,225	\$1,593	
	<b>renewal</b>	<b>\$683</b>	<b>\$1,391</b>	<b>\$1,286</b>	<b>\$1,286</b>	<b>\$1,673</b>	<b>5.00%</b>
<b>Medical (PPO8)</b> <b>(\$5,000 deductible)</b>	current	\$618	\$1,259	\$1,164	\$1,164	\$1,512	
	<b>renewal</b>	<b>\$649</b>	<b>\$1,322</b>	<b>\$1,222</b>	<b>\$1,222</b>	<b>\$1,588</b>	<b>5.00%</b>
<b>Medical (EPO3)</b> <b>(\$1,000 hospital copay)</b>	current	\$963	\$1,960	\$1,908	\$1,908	\$2,451	
	<b>renewal</b>	<b>\$1,011</b>	<b>\$2,058</b>	<b>\$2,003</b>	<b>\$2,003</b>	<b>\$2,574</b>	<b>5.00%</b>
<b>Medical (EPO4)</b> <b>(\$1,500 hospital copay)</b>	current	\$860	\$1,754	\$1,706	\$1,706	\$2,191	
	<b>renewal</b>	<b>\$903</b>	<b>\$1,842</b>	<b>\$1,791</b>	<b>\$1,791</b>	<b>\$2,301</b>	<b>5.00%</b>
<b>Medical (EPO5)</b> <b>(\$2,500 hospital copay)</b>	current	\$817	\$1,664	\$1,620	\$1,620	\$2,082	
	<b>renewal</b>	<b>\$858</b>	<b>\$1,747</b>	<b>\$1,701</b>	<b>\$1,701</b>	<b>\$2,186</b>	<b>5.00%</b>
<b>Medical (EPO6)</b> <b>(\$3,000 hospital copay)</b>	current	\$785	\$1,598	\$1,555	\$1,555	\$1,999	
	<b>renewal</b>	<b>\$824</b>	<b>\$1,678</b>	<b>\$1,633</b>	<b>\$1,633</b>	<b>\$2,099</b>	<b>5.00%</b>
<b>Medical (HDHP2)</b> <b>(\$2,000 deductible)</b>	current	\$772	\$1,579	\$1,458	\$1,458	\$1,896	
	<b>renewal</b>	<b>\$811</b>	<b>\$1,658</b>	<b>\$1,531</b>	<b>\$1,531</b>	<b>\$1,991</b>	<b>5.00%</b>
<b>Medical (HDHP25)</b> <b>(\$2,500 deductible)</b>	current						
	<b>renewal</b>	<b>\$792</b>	<b>\$1,620</b>	<b>\$1,496</b>	<b>\$1,496</b>	<b>\$1,945</b>	<b>NEW</b>
<b>Medical (HD2800)</b> <b>(\$2,800 deductible)</b>	current	\$749	\$1,530	\$1,413	\$1,413	\$1,837	
	<b>renewal</b>	<b>\$786</b>	<b>\$1,607</b>	<b>\$1,484</b>	<b>\$1,484</b>	<b>\$1,929</b>	<b>5.00%</b>
<b>Medical (HDHP3)</b> <b>(\$3,000 deductible)</b>	current	\$737	\$1,508	\$1,391	\$1,391	\$1,809	
	<b>renewal</b>	<b>\$774</b>	<b>\$1,583</b>	<b>\$1,461</b>	<b>\$1,461</b>	<b>\$1,899</b>	<b>5.00%</b>

<b>Medical (HD3500)</b> <b>(\$3,500 deductible)</b>	current	\$697	\$1,423	\$1,314	\$1,314	\$1,709	
	renewal	<b>\$732</b>	<b>\$1,494</b>	<b>\$1,380</b>	<b>\$1,380</b>	<b>\$1,794</b>	<b>5.00%</b>
<b>Medical (HDHP4)</b> <b>(\$4,000 deductible)</b>	current	\$676	\$1,380	\$1,274	\$1,274	\$1,658	
	renewal	<b>\$710</b>	<b>\$1,449</b>	<b>\$1,338</b>	<b>\$1,338</b>	<b>\$1,741</b>	<b>5.00%</b>
<b>Medical (HDHP5)</b> <b>(\$5,000 deductible)</b>	current	\$640	\$1,305	\$1,204	\$1,204	\$1,567	
	renewal	<b>\$672</b>	<b>\$1,370</b>	<b>\$1,264</b>	<b>\$1,264</b>	<b>\$1,645</b>	<b>5.00%</b>
<b>Dental Plan A (w/ortho)</b> <b>(\$2,000 Annual Max)</b>	current	\$38	\$78	\$97	\$97	\$131	
	renewal	<b>\$38</b>	<b>\$78</b>	<b>\$97</b>	<b>\$97</b>	<b>\$131</b>	<b>0.00%</b>
<b>Dental Plan B (w/ortho)</b> <b>(\$1,500 Annual Max)</b>	current	\$31	\$64	\$87	\$87	\$118	
	renewal	<b>\$31</b>	<b>\$64</b>	<b>\$87</b>	<b>\$87</b>	<b>\$118</b>	<b>0.00%</b>
<b>Dental Plan C (w/o ortho)</b> <b>(\$1,500 Annual Max)</b>	current	\$31	\$63	\$64	\$64	\$97	
	renewal	<b>\$31</b>	<b>\$63</b>	<b>\$64</b>	<b>\$64</b>	<b>\$97</b>	<b>0.00%</b>
<b>Vision Plan A (UMR)</b>	current	\$5	\$11	\$12	\$12	\$15	
	renewal	<b>\$5</b>	<b>\$11</b>	<b>\$12</b>	<b>\$12</b>	<b>\$15</b>	<b>0.00%</b>
<b>Vision Plan B (VSP)</b> <b>(12/12/24)</b>	current	\$9	\$12	\$11	\$11	\$20	
	renewal	<b>\$6</b>	<b>\$12</b>	<b>\$13</b>	<b>\$13</b>	<b>\$22</b>	<b>Varies by Tier</b>
<b>Vision Plan C (VSP)</b> <b>(12/12/12)</b>	current	\$11	\$15	\$14	\$14	\$26	
	renewal	<b>\$7</b>	<b>\$14</b>	<b>\$16</b>	<b>\$16</b>	<b>\$26</b>	<b>Varies by Tier</b>
<b>Employee Life Rate:0.14</b>							
<b>(Per \$1,000 in Coverage)</b>							
<b>Dependent Life Rate:0.95</b>							
<b>(\$5,000/Spouse &amp; \$2,000/Child)</b>							

BBJ3



## MEMORANDUM

TO: Town of Paonia  
FROM: WTW  
SUBJECT: CEBT January 1, 2024 Small Group Renewal

Enclosed you will find the CEBT Small Group rate and benefit renewal information for your review. To complete the renewal process, please sign and return a copy of the **CEBT Employer Plan Selection** form by **October 13<sup>th</sup>, 2023**:

The **Renewal Rate** sheet contains both current and renewal rates, along with the percentage increase for all CEBT plans available to you. Your group's current plan elections are highlighted in blue at the top of the page for reference.

The **CEBT Employer Plan Selection** form lists all plans offered through CEBT. You may choose up to three medical plans. If you are not making any changes to your current plan selection(s), please only mark the designated line at the top of the form. If you are changing or adding any plans, please mark **all** plans that you intend to offer effective January 1, 2024, as the omission of any plan will signify dropping that plan.

The **CEBT Benefit & Administrative Changes** sheet outlines each of the plan changes that will take effect January 2024, as well as a reminder of recent plan changes. Please read this sheet carefully to ensure you have a full understanding of the changes taking place and communicate all necessary changes to all eligible employees.

Enclosed is a copy of WTW's **Brokerage Terms Conditions and Disclosures** for Human Capital Accounts. This document outlines the details of the relationship between your organization and WTW as your broker/consultant. This information does not need to be signed or returned, but please retain it for your files.

For quick and convenient acceptance of your renewal, please **E-Sign** and return the Plan Selection Form to WTW through the online Community portal. Once you have reviewed your renewal documents and are ready to sign, you will log into the Community portal and refer to the field/checkbox labelled "**Ready to Sign**" within the **Renewal** tab. Please check this box and the document **Required for Signature** will be emailed to you. Follow the instructions in the email to sign the documents. Upon completion, the documents will automatically be sent back to WTW to complete your renewal.

**Open enrollment supplies** are administered electronically through the Community portal under the **Resource Center** tab. This is where all enrollment related documents (i.e. benefit summaries, program flyers, enrollment cards etc.) are housed with easy accessibility. Once your renewal is returned, if updates are needed due to plan changes, the revised documents will be posted here, and you will receive an email confirmation that the updated documents are accessible. If you require printed supplies, please open a Manage Support Case to place your supply request order via the "Request Supplies" link within the Resource Center.

CEBT remains financially strong with fully funded reserves for run-out claims and a plan stabilization reserve. We look forward to receiving your renewal and continuing to offer the exceptional service you've come to expect from WTW and CEBT. If you have any questions or need more information about different plan designs, please contact your producer, Jim Hermann or account manager, Emma Dahlin, at 303-773-1373 or 800-332-1168.

WTW  
555 17<sup>th</sup> Street, Suite 2050  
Denver, CO 80202



**CEBT  
JANUARY 2024 RATE RENEWAL**

**Medical Renewal**

Projected for 12/31/2023	Claims	Contributions	Loss Ratio	L/R
5/31/2023	232,621,949	244,516,967	95.1%	95.1%
Self-funded Claims >\$750k	(1,952,941)			94.3%
Less: Rx Rebates	(14,000,000)			88.6%
Plus: Kaiser Plans 4/1/22-3/31/23	12,922,990	16,825,149	76.8%	87.9%
Kaiser Claims >\$750k	-			87.9%
Remove termed groups	(7,390,886)	(8,467,304)	87.3%	87.9%
Plus: IBNR for newer groups	1,378,379			88.4%
Plus: Cost of CEBT Health Centers	3,908,903			90.0%
Adjusted Loss ratio for active groups	227,488,394	252,874,812	<b>90.0%</b>	
12/31/2023 Projected Adjusted Loss Ratio				<b>90.2%</b>
Assumed Medical/Rx Trend	7.00%	X		1.070
Plan Administration Expense	6.50%			
Stop Loss Premium	1.95%			
Add for PSR and IBNR deficiency	0.0%			
Total admin, SL and reserve load	8.45%	/		0.9155
				<b>105.43%</b>
Overall rate increase for CEBT				<b>5.43%</b>

**Adjustments to the rate increase**

Other Revenue Sources	
Investment income of \$1,500,000	- 0.55
Benefit changes	<u>0.30%</u>
	<u>5.18%</u>

<b>Overall CEBT Rate Renewal</b>	<b>5.0%</b>
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### **Medical Renewal Brackets**

	<u>*Adjusted Loss Ratio</u>	<u>January 2024 Rate Adjustments</u>
1	77.99% or lower	2.00%
2	78% to 82.99%	3.50%
3	83% to 87.99%	5.00%
4	88% to 92.99%	6.50%
5	93% to 97.99%	8.50%
6	98% to 102.99%	10.50%
7	103% +	13.50%

\*Adjusted Loss Ratio includes contributions and claims from CEBT Kaiser Plans, Health Center operating costs, stop loss claim credit and large claim credit, if any apply.

**HRP** – Remains at \$275.00 per month.

### **Dental and Vision Renewal**

	<u>Loss ratio</u>	<u>Dental</u>	<u>Vision</u>
1	77.99% or lower	0.0%	0.0%
2	78% to 87.99%	0.0%	0.0%
3	88% to 92.99%	0.0%	0.0%
4	93% to 102.99%	5.0%	0.0%
5	103% +	10.0%	10.0%

### **Life Insurance Renewal**

Group Term Life and AD&D - No rate change



# CEBT Utilization Report

## Small Group Pool

July 2022 to June 2023

MONTH	MEDICAL ENROLLMENT	CONTRIBUTIONS	PAID CLAIMS	RX CLAIMS	TOTAL PAID CLAIMS	LOSS RATIO	12 MONTH ROLLING LOSS RATIO
July 2022	2,538	\$ 2,819,060	\$ 1,838,780	\$ 413,961	\$ 2,252,741	79.9%	94.7%
August 2022	2,509	\$ 2,780,447	\$ 2,150,674	\$ 562,623	\$ 2,713,296	97.6%	92.6%
September 2022	2,520	\$ 2,774,140	\$ 1,740,930	\$ 531,000	\$ 2,271,931	81.9%	92.4%
October 2022	2,600	\$ 2,819,081	\$ 2,272,680	\$ 493,054	\$ 2,765,734	98.1%	94.0%
November 2022	2,575	\$ 2,799,101	\$ 1,670,789	\$ 502,294	\$ 2,173,083	77.6%	92.3%
December 2022	2,589	\$ 2,835,756	\$ 2,381,586	\$ 512,322	\$ 2,893,908	102.1%	94.0%
January 2023	2,557	\$ 2,887,724	\$ 2,604,416	\$ 499,027	\$ 3,103,443	107.5%	95.0%
February 2023	2,578	\$ 2,886,817	\$ 2,111,511	\$ 461,103	\$ 2,572,614	89.1%	94.8%
March 2023	2,591	\$ 2,904,293	\$ 3,078,176	\$ 506,979	\$ 3,585,156	123.4%	98.1%
April 2023	2,605	\$ 2,928,177	\$ 2,555,586	\$ 472,972	\$ 3,028,559	103.4%	98.6%
May 2023	2,591	\$ 2,920,435	\$ 3,165,943	\$ 529,744	\$ 3,695,688	126.5%	99.4%
June 2023	2,589	\$ 2,904,556	\$ 2,254,408	\$ 557,458	\$ 2,811,866	96.8%	98.9%
Grand Total		\$ 34,259,588	\$ 27,825,480	\$ 6,042,538	\$ 33,868,018	98.9%	
Total Claims > \$750k					(\$- 1,119,016 )		
Net Total					\$ 32,749,002	95.6%	



# CEBT Utilization Report

## Small Group Pool

July 2022 to June 2023

COVERAGE	AVERAGE ENROLLMENT	CONTRIBUTIONS	PAID CLAIMS	RX CLAIMS	TOTAL PAID CLAIMS	LOSS RATIO	TOTAL CLAIMS > \$750K	NET LOSS RATIO
<b>Medical</b>								
PPO2	43	\$ 894,760	\$ 458,326	\$ 72,843	\$ 531,169	59.4%	\$ 0	59.4%
PPO3	230	\$ 3,535,132	\$ 3,061,417	\$ 694,473	\$ 3,755,890	106.2%	\$ 0	106.2%
PPO4	764	\$ 11,039,200	\$ 9,714,071	\$ 2,267,495	\$ 11,981,566	108.5%	(\$- 1,019,840 )	99.3%
PPO5	275	\$ 3,391,257	\$ 2,553,635	\$ 523,682	\$ 3,077,317	90.7%	\$ 0	90.7%
PPO6	400	\$ 4,644,243	\$ 2,974,023	\$ 1,139,708	\$ 4,113,730	88.6%	\$ 0	88.6%
PPO7	212	\$ 2,091,043	\$ 1,443,835	\$ 337,167	\$ 1,781,002	85.2%	\$ 0	85.2%
PPO8	143	\$ 1,379,785	\$ 1,560,971	\$ 187,986	\$ 1,748,957	126.8%	\$ 0	126.8%
Total PPO	2,067	\$ 26,975,420	\$ 21,766,278	\$ 5,223,354	\$ 26,989,631	100.1%	(\$- 1,019,840 )	96.3%
EPO3	60	\$ 1,082,495	\$ 550,252	\$ 70,566	\$ 620,819	57.4%	\$ 0	57.4%
EPO4	162	\$ 2,293,509	\$ 2,985,527	\$ 640,804	\$ 3,626,331	158.1%	(\$- 99,176 )	153.8%
EPO5	28	\$ 323,925	\$ 230,864	\$ 39,083	\$ 269,947	83.3%	\$ 0	83.3%
Total EPO	250	\$ 3,699,929	\$ 3,766,643	\$ 750,454	\$ 4,517,097	122.1%	(\$- 99,176 )	119.4%
HD2800	20	\$ 236,488	\$ 173,949	\$ 22,398	\$ 196,347	83.0%	\$ 0	83.0%
HD3500	22	\$ 278,295	\$ 304,990	\$ 15,519	\$ 320,509	115.2%	\$ 0	115.2%
HDHP2	23	\$ 347,082	\$ 71,785	\$ 11,161	\$ 82,946	23.9%	\$ 0	23.9%
HDHP3	19	\$ 251,018	\$ 75,673	\$ 15,543	\$ 91,215	36.3%	\$ 0	36.3%
HDHP5	11	\$ 88,746	\$ 102,386	\$ 4,109	\$ 106,495	120.0%	\$ 0	120.0%
Total HD	95	\$ 1,201,629	\$ 728,782	\$ 68,730	\$ 797,511	66.4%	\$ 0	66.4%
HRP	158	\$ 510,125	\$ 2,012	\$ 0	\$ 2,012	0.4%	\$ 0	0.4%
Total Medical	2,570	\$ 32,387,103	\$ 26,263,714	\$ 6,042,538	\$ 32,306,251	99.8%	\$0	96.3%



# CEBT Utilization Report

## Small Group Pool

July 2022 to June 2023

COVERAGE	AVERAGE ENROLLMENT	CONTRIBUTIONS	TOTAL PAID CLAIMS	LOSS RATIO
<b>Dental</b>				
Dental A	1,271	\$ 1,062,660	\$ 886,780	83.4%
Dental B	636	\$ 401,052	\$ 359,752	89.7%
Dental C	220	\$ 135,843	\$ 117,291	86.3%
<b>Total Dental</b>	<b>2,128</b>	<b>\$ 1,599,555</b>	<b>\$ 1,363,824</b>	<b>85.3%</b>
<b>Vision</b>				
Vision A	378	\$ 38,649	\$ 32,959	85.3%
Vision B	954	\$ 125,980	\$ 98,340	78.1%
Vision C	648	\$ 108,301	\$ 66,643	61.5%
<b>Total Vision</b>	<b>1,981</b>	<b>\$ 272,930</b>	<b>\$ 197,943</b>	<b>72.5%</b>
<b>Life</b>				
EE Supp Life	171	\$ 44,430		
Life A	2,776	\$ 173,336		



**Current Plans Offered:** PPO5; PPO6; PPO7; Dental B; Vision C; Life A; EAP Active  
**Group Life Coverage:** \$20k Base  
**Current Network:** United Choice Plus

Effective January 1<sup>st</sup>, 2024 our group selects the following benefit options:

X **IF NO PLAN CHANGES (deletions or additions), mark here and sign the second page.**

***If you would like to make plan changes, please mark ALL plan options intended to be offered. You may choose up to a maximum of three medical plans \* Benefit changes are applicable; please see the CEBT Benefit & Administrative Changes Document***

MEDICAL	PLAN	OFFICE CO-PAY (primary/specialist)	HOSPITAL CO-PAY	DEDUCTIBLE (single/family)	MAXIMUM OOP (single/family)
<b>PPO Plans</b>					
	PPO2	\$30/\$30	N/A	\$500/\$1,000	\$2,000/\$4,000
	PPO3	\$35/\$35	N/A	\$1,000/\$2,000	\$3,000/\$6,000
	PPO4	\$40/\$40	N/A	\$1,500/\$3,000	\$4,000/\$8,000
	PPO5	\$45/\$45	N/A	\$2,500/\$5,000	\$4,500/\$9,000
	PPO6	\$50/\$50	N/A	\$3,000/\$6,000	\$5,000/\$10,000
	PPO7	\$55/\$55	N/A	\$4,000/\$8,000	\$5,000/\$10,000
	PPO8	\$55/\$55	N/A	\$5,000/\$10,000	\$5,000/\$10,000
<b>EPO Plans</b>					
	EPO3	\$40/\$55	\$1,000	N/A	\$5,000/\$10,000
	EPO4	\$45/\$60	\$1,500	N/A	\$5,500/\$11,000
	EPO5	\$50/\$65	\$2,500	N/A	\$6,000/\$12,000
	EPO6	\$55/\$70	\$3,000	N/A	\$6,500/\$13,000
<b>High Deductible Health Plans</b>					
	HDHP2	N/A	N/A	\$2,000/\$4,000 *Non-Embedded	\$4,000/\$8,000
	HDHP25	N/A	N/A	\$2,500/\$5,000 *Non-Embedded	\$4,500/\$9,000
	HD2800	N/A	N/A	\$2,800/\$5,600 *Non-Embedded	\$5,000/\$10,000
	HDHP3	N/A	N/A	\$3,000/\$6,000 *Non-Embedded	\$5,000/\$10,000
	HD3500	N/A	N/A	\$3,500/\$7,000	\$5,000/\$10,000
	HDHP4	N/A	N/A	\$4,000/\$8,000	\$5,000/\$10,000
	HDHP5	N/A	N/A	\$5,000/\$10,000	\$5,000/\$10,000

**August 2, 2023**  
**Branch # BBJ3**

Dental (Please choose one)		
	Plan A	\$2,000 annual benefit maximum/ \$2,000 Ortho lifetime maximum (includes adult ortho)
	Plan B	\$1,500 annual benefit maximum/ \$1,500 Ortho lifetime maximum (child only)
	Plan C	\$1,500 annual benefit maximum/ No Ortho
Vision (Please choose one)		
	Plan A	(UMR) 12/24/24 \$150 frames, no network
	Plan B	(VSP) 12/12/24, \$160 frames, \$15 copay at VSP providers
	Plan C	(VSP) 12/12/12, \$175 frames, \$10 copay at VSP providers
Life		
	Basic Life Volume Change (\$20k min to \$450 max) New Amount: _____	
	Dependent Group Life (Employer Paid): Volume \$5k Spouse, \$2k Child	
	Voluntary Life (Employee (\$500K max), Spouse (\$250K max), and Child Coverage (\$20K))	

Please sign and return this form as soon as possible, preferably by **October 13th, 2023**.

By signing this form, I attest that I have reviewed and accept the renewal rates, plan options and benefit changes as presented.

**OPEN ENROLLMENT**

- Should be held sometime between October and mid-November. To ensure ID cards are received prior to January 1st, 2024, enrollment changes should be returned to WTW by **November 17th, 2023**.
- Once this acceptance form has been signed and returned to WTW, open enrollment supplies will be updated as needed and attached in the Resource Center of the CEBT online Community portal. If no updates are required, supplies will be accessible at any time. Requests for printed supplies will require a case submission in the Community by clicking the "Request Supplies" link located within the Resource Center.

In accordance with your participation agreement, written notice of termination must be received by **November 1st, 2023**, or run-out claims will not be paid by CEBT.

Group Name: Town of Paonia

Branch Number: BBJ3

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

(Please keep one copy for your records)

August 2, 2023  
Branch # BBJ3

**CEBT BENEFIT & ADMINISTRATIVE CHANGES**

(Effective January 1, 2024)

**CEBT Plan Changes**

The CEBT Plans outlined below will change by reducing the annual deductible and/or out-of-pocket maximums. A new high deductible plan, HDHP25, will be introduced, while the existing HDHP3 plan is transitioning from an embedded family deductible to a non-embedded (aggregate) family deductible.

**\* Bolded amounts designate the new deductible / out-of-pocket effective January 1, 2024**

Plan	Deductible (Single) Current / New	Deductible (Family) Current / New	Out of Pocket (Single) Current / New	Out of Pocket (Family) Current / New
PPO2	\$600 / <b>\$500</b>	\$1,200 / <b>\$1,000</b>	(In) \$3,500 / <b>\$2,000</b> (Out) \$7,000 / <b>\$4,000</b>	(In) \$7,000 / <b>\$4,000</b> (Out) \$14,000 / <b>\$8,000</b>
PPO3	\$1,000	\$2,000	(In) \$3,750 / <b>\$3,000</b> (Out) \$7,500 / <b>\$6,000</b>	(In) \$7,500 / <b>\$6,000</b> (Out) \$15,000 / <b>\$12,000</b>
PPO7	\$4,000	\$8,000	(In) \$6,000 / <b>\$5,000</b> (Out) 12,000 / <b>\$10,000</b>	(In) \$12,000 / <b>\$10,000</b> (Out) \$24,000 / <b>\$20,000</b>
PPO8	\$5,000	\$10,000	(In) \$7,000 / <b>\$5,000</b> (Out) \$14,000 / <b>\$10,000</b>	(In) \$14,000 / <b>\$10,000</b> (Out) \$28,000 / <b>\$20,000</b>
<b>HDHP25</b>	<b>\$2,500</b>	<b>\$5,000 (Non-Embedded)</b>	<b>(In) \$4,500</b> <b>(Out) \$9,000</b>	<b>(In) \$9,000</b> <b>(Out) \$18,000</b>
HDHP3	\$3,000	\$6,000 Embedded / <b>\$6,000 (Non-Embedded)</b>	(In) \$5,000 (Out) \$10,000	(In) \$10,000 (Out) \$20,000
HD3500	\$3,500	\$7,000	(In) \$6,000 / <b>\$5,000</b> (Out) 12,000 / <b>\$10,000</b>	(In) \$12,000 / <b>\$10,000</b> (Out) \$24,000 / <b>\$20,000</b>
HDHP4	\$4,000	\$8,000	(In) 6,000 / <b>\$5,000</b> (Out) \$12,000 / <b>\$10,000</b>	(In) 12,000 / <b>\$10,000</b> (Out) \$24,000 / <b>\$20,000</b>
HDHP5	\$5,000	\$10,000	(In) \$6,550 / <b>\$5,000</b> (Out) \$13,100 / <b>\$10,000</b>	(In) \$13,100 / <b>\$10,000</b> (Out) \$26,200 / <b>\$20,000</b>

**CEBT Prescription Drug Benefit Enhancement**

Effective January 1, 2024, CVS Caremark is launching a new solution, **Caremark Cost Saver**, that will lower out-of-pocket drug costs for members. Powered by GoodRx, this program will provide eligible members with automatic access to GoodRx's prescription pricing allowing them to pay lower prices, when available, on generic medications. Members will have a seamless experience when presenting the CVS Caremark ID card at a preferred in-network pharmacy and the amount paid will automatically be applied to the plan accumulators.

**Reminders of CEBT Plan Changes Effective 7/1/2023**

**CEBT HDHP Plan Changes**

**Telemedicine** services through Teladoc and CEBT Health & Wellness Centers no longer require the cost share (fee) for CEBT high deductible health plans **effective 7/1/2023** through 2024 as part of an extension of the Federal CAA safe harbor provision.

August 2, 2023



August 2, 2023





**WILLIS TOWERS WATSON  
EMPLOYEE BENEFIT TRUST COMMISSIONS**

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

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

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

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

LONG TERM	
Annual Premium	
First \$15,000 (\$0 - \$15,000)	15 %
Next \$10,000 (\$15,001 - \$25,000)	10 %
Next \$25,000 (\$25,001 - \$50,000)	5 %
Amount over \$50,000	1 %

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

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



## Health & Benefits Brokerage Terms, Conditions & Disclosures

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

### 1. Brokerage Terms and Conditions

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



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

## 2. Brokerage Disclosures

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



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

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

### **3. Disclosures only applicable in the United States.**



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



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

#### 4. General Terms and Conditions

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

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

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

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

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

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

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



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

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

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

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

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

4.6. **Limitation of Liability.**

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

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



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

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

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

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

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

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



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

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

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

**5. Disclosures only applicable in Canada.**

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

**6. Inquiries and Complaints**

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





**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #6 Request to Camp in Town Park While Completing Improvements to the Skate Park
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator
<b>DATE:</b>	9.25.2023
<b>BACKGROUND:</b>	The Board has already approved the NFPPRD to lead improvements to the Skate Park in the Paonia Town Park. This is a follow-up request by the construction crew selected to complete the improvements for consideration of allowing them to camp in the park while completing the improvements. The request is also to allow for the use of the Teen Center during their stay as well.
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Staff recommends approval of the request for the construction workers to camp in the Town Park while completing improvements to the Skate Park.
<b>ATTACHMENT:</b>	Attachment A: Email from Max Heepke, Program Coordinator for NFPPRD, reminding TA about the request to camp in Town Park

## Stefen Wynn

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**From:** Max Heepke <max@northforkrecreation.com>  
**Sent:** Friday, September 22, 2023 11:55 AM  
**To:** Stefen Wynn  
**Cc:** Jay Canode; Stephanie NFPool; Cory Heiniger  
**Subject:** Skatepark Update. Housing?

Hi Stefen,

Wanted to give you an update on the skatepark and then ask you again about camping/housing for the crew.

Stephanie submitted the Building Permit this week, mostly as a formality. As you may have seen on Dan Reardon's email, he did not see any reason he needed to be involved - but encouraged us to build an accessibility ramp from the parking lot to the slab and designate a parking spot as a handicap spot.

Stephanie has also sent over a contract to Phantom Concrete. Chris is planning to arrive Oct 9th plans on a 3 week build, but it could be as short as 2 weeks. This gets us to the issue of allowing them to camp. Most of them have little campers/RVs, but I would like to ask if there is any possibility they could have access to the Teen Center building as well to use its showers and kitchen? Maybe even allowing the crew members without campers to set up their tents inside? It's already getting pretty cold for camping.

It would be nice to know if we are all good for camping with access to the Teen Center sooner than later, so that Jay and I can reach out to community members to find alternate housing for the crew if we need.

Cory has started tearing out the fence and it is really exciting to see some action taking place!

Thanks,

Max Heepke  
Program Coordinator  
North Fork Pool, Park, and Recreation District  
[max@northforkrecreation.com](mailto:max@northforkrecreation.com)  
(970) 380-2637

