



TOWN OF PAONIA
FRIDAY, JUNE 03, 2022
SPECIAL TOWN BOARD MEETING AGENDA
4:00 PM

[HTTPS://US02WEB.ZOOM.US/J/84599856268](https://us02web.zoom.us/j/84599856268)

Roll Call

Approval of Agenda

Announcements

Unfinished Business

1. [Policy & Procedures regarding Police Officers at a meeting and Expelling a Person from Meeting](#)
2. [Strategic Planning Session Agenda](#)
3. [Mayoral Planning Commission Trustee Appointment](#)
4. [Consideration of Operator in Responsible Charge \(ORC\) Proposal](#)

New Business

5. [Acceptance of Settlement and Release Regarding 20-cv-01389-LTB-GPG - Eric Pace](#)

Committee Reports

6. [Committee Reports](#)

Adjournment

7. [Adjournment](#)

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

I. RULES OF PROCEDURE

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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.

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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.

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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.

File Attachments for Item:

1. Roll Call

AGENDA SUMMARY FORM

	Roll Call
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

File Attachments for Item:

2. Agenda Approval

AGENDA SUMMARY FORM

	<p>Agenda Approval</p>
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

File Attachments for Item:

3. Announcements

AGENDA SUMMARY FORM

	Announcements
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber

File Attachments for Item:

4. Policy & Procedures regarding Police Officers at a meeting and Expelling a Person from Meeting

AGENDA SUMMARY FORM

	<p>Policy & Procedures regarding Police Officers at a meeting and Expelling a Person from Meeting</p>
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Summary:
 Board motion to discuss policies regarding police officers in meeting, and expulsion of a community member from a meeting.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Markle
Trustee Smith	Trustee Stelter	Trustee Valentine	Trustee Weber

Some points for the Board to consider during its discussion:

- For 1st amendment purposes, the Town meeting room during Board meetings is considered a “limited public forum” and the Town may impose reasonable time, place, and manner restrictions (through rules) to govern public participation and persons.

- Upon violation of the Rules, consider whether the Mayor/Chair may direct such removal or whether it takes an act of the Board.

- Separately, Colorado statute makes it a criminal violation to willfully impede, disrupt, or hinder the normal proceedings of the Board – statute attached. Law enforcement is empowered to enforce this statute, not the Board.

§ 18-9-110. Public buildings - trespass, interference - penalty

(1) No person shall so conduct himself at or in any public building owned, operated, or controlled by the state, or any of the political subdivisions of the state or at any building owned, operated, or controlled by the federal government as to willfully deny to any public official, public employee, or invitee on such premises the lawful rights of such official, employee, or invitee to enter, to use the facilities of, or to leave any such public building.

(2) No person shall, at or in any such public building, willfully impede any public official or employee in the lawful performance of duties or activities through the use of restraint, abduction, coercion, or intimidation or by force and violence or threat thereof.

(3) No person shall willfully refuse or fail to leave any such public building upon being requested to do so by the chief administrative officer or his designee charged with maintaining order in such public building, if the person has committed, is committing, threatens to commit, or incites others to commit any act which did, or would if completed, disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures, or functions being carried on in the public building.

(4) No person shall, at any meeting or session conducted by any judicial, legislative, or administrative body or official at or in any public building, willfully impede, disrupt, or hinder the normal proceedings of such meeting or session by any act of intrusion into the chamber or other areas designated for the use of the body or official conducting the meeting or session or by any act designed to intimidate, coerce, or hinder any member of such body or official engaged in the performance of duties at such meeting or session.

(5) No person shall, by any act of intrusion into the chamber or other areas designated for the use of any executive body or official at or in any public building, willfully impede, disrupt, or hinder the normal proceedings of such body or official.

(6) No person, alone or in concert with another, shall picket inside any building in which the chambers, galleries, or offices of the general assembly, or either house thereof, are located, or in which the legislative office of any member of the general assembly is located, or in which a legislative hearing or meeting is being or is to be conducted.

(7) The term "public building", as used in this section, includes any premises being temporarily used by a public officer or employee in the discharge of his official duties.

(8)

(a) Any person who violates subsection (2) or (4) of this section commits a class 2 misdemeanor.

(b) Any person who violates subsection (1), (3), (5), or (6) of this section commits a petty offense.

History:

Amended by 2021 Ch. 462, §313, eff. 3/1/2022. L. 71: R&RE, p. 469, § 1. C.R.S. 1963: §40-9-110. L. 73: p. 683, § 2. L. 86: (1) amended, p. 771, § 12, effective July 1. L. 2021: (8) amended, (SB 21-271), ch. 3203, p. 3203, § 313, effective March 1, 2022.

Editor's Note:

Section 803(2) of chapter 462 (SB 21-271), Session Laws of Colorado 2021, provides that the act changing this section applies to offenses committed on or after March 1, 2022.

Note:

2021 Ch. 462, was passed without a safety clause. See Colo. Const. art. V, § 1(3).

Case Note:

ANNOTATION

The term "public employee" is unambiguous and means a person who works in the service of a governmental entity under an express or implied contract of hire, under which the governmental entity has the right to control the details of the person's work performance. *People v. Rediger*, 2018 CO 32, 416 P.3d 893.

The phrase "public official or employee" applies only to a victim who is either an official or an employee of a public entity. To construe the word "employee" as meaning anyone who is employed, regardless of whether his or her employer is a private contractor or a governmental entity, is contrary to the plain meaning of the statute. *People v. Moore*, 2013 COA 86, 338 P.3d 348; *People v. Rediger*, 2015 COA 26, 411 P.3d 907, *aff'd*, 2018 CO 32, 416 P.3d 893.

Building used by a victim who is not a public employee is not a "public building". People v. Rediger, 2015 COA 26, 411 P.3d 907, aff'd in part and rev'd in part on other grounds, 2018 CO 32, 416 P.3d 893.

Cross Reference Note:

For obstructing government operations, see §18-8-102.

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File Attachments for Item:

5. Strategic Planning Session Agenda

AGENDA SUMMARY FORM

	Strategic Planning Session Agenda
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Summary:
Board motion to discuss DOLA planning session draft agenda.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Markle
Trustee Smith	Trustee Stelter	Trustee Valentine	Trustee Weber

Strategic Planning Session

Date: June 25, 2025

Time: 10am to 4pm

Place: Blue Sage Center for the Arts

Facilitator: Dana Hlavac, Northwestern Regional Manager for the Colorado Department of Local Affairs

Preliminary Agenda:

- 1) Presentation by State Demography Office
- 2) Presentation by Colorado Resiliency Office (Tentative)
- 3) Vision and Mission Review and Discussion
- 4) Visioning (Group Exercise)
- 5) Visioning Recap
- 6) What Problems Exist (Group Exercise)
- 7) Problems Recap
- 8) What has to Change (Group Exercise)
- 9) Needed Change Recap
- 10) SWOT Analysis
- 11) Strengths (Group Exercise)
- 12) Strengths Recap
- 13) Weaknesses (Group Exercise)
- 14) Weaknesses Recap
- 15) Opportunities (Group Exercise)
- 16) Opportunities Recap
- 17) Threat (Group Exercise)
- 18) Threat Recap
- 19) Wrap-up – Priorities

Lunch will be provided by Huck and Penny Catering LLC, a new Paonia business. The lunch will be paid for by a private individual, paid directly to the caterer.

File Attachments for Item:

6. Mayoral Planning Commission Trustee Appointment

AGENDA SUMMARY FORM

	<p>Mayoral Planning Commission Trustee Appointment</p>
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Summary:
 Sec. 2-6-30. - Membership; terms. The *Planning* Commission shall consist of five (5) members, all of whom must be residents of the Town, including two (2) elected members consisting of the Mayor and one (1) member of the Board of Trustees appointed by the Mayor.

Notes:

LINK to Article 6 – Planning Commission:
https://library.municode.com/co/paonia/codes/municipal_code?nodeId=CH2AD_ART6PLCO

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Markle
Trustee Smith	Trustee Stelter	Trustee Valentine	Trustee Weber

File Attachments for Item:

7. Consideration of Operator in Responsible Charge (ORC) Proposal

AGENDA SUMMARY FORM

	<p>Consideration of Operator in Responsible Charge (ORC) Proposal</p>
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Summary: Administrator recommendation regarding the ORC position for the Town.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Markle
Trustee Smith	Trustee Stelter	Trustee Valentine	Trustee Weber

As directed by the Board of Trustees, a request for proposals (RFP) for an Operator in Responsible Charge (ORC), Operation, Maintenance, Management for Water and Wastewater Treatment, identified as PW-2022-01 was drafted and published.

The RFP was advertised on the Town website, Colorado Municipal League (CML), American Water Works Association (AWWA), and Colorado Water Works Association) CWWA, and was open for 45+ days.

The original deadline for submittal was March 21, 2022. As of March 21, 2022, one bid was submitted and there was a question as to whether the pending contract with ORC Ben Archuleta could be submitted as his answer to the RFP. Considering the receipt of one packet the deadline for submittal was extended to April 21, 2022, at 11am.

Due to a poorly drafted sentence on addendum #2 some confusion surrounded the proposal opening and whether the bids would be tabulated prior to 11am. This language has been noted and corrected for future RFP notices. The sealed bid provided by Snow Line Services, LLC (Kirk Morgan) was not opened prior to the 11am public opening.

At the bid opening there was significant discussion regarding the use of an open contract as an answer to an RFP. Standard procedure is an existing contractor would submit an updated RFP at time of request – like what staff and the Board experienced when we changed attorneys prior to Attorney Nerlin, or when the Town changed auditing firms. Following conferral with the Town Attorney and having been contracted for less than two months, Mr. Archuleta’s existing contract was accepted.

Administrators Review and recommendation for the Board of Trustees:

Areas of importance were identified in the RFP item 1.1 Background and Objectives and 1.2 Overview of Services.

As identified below, staff reviewed in detail the following items for the evaluation of the two applicants

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2.6 Evaluation Criteria & 3.1 Proposal Content and Organization

- Technical competence
- Qualifications of personnel
- Experience of Firm
- Experience working with similar facilities
- Overall abilities of Firm to provide backup and additional services
- Impression of the proposal including organization, clarity, conciseness, and thoroughness.
- Price/Value of proposed services.
- Cover Letter
- Company Experience
- Current and Previous Operations & Maintenance Contracts
- Plan for staffing
- References
- Pricing Proposal

Both Mr. Morgan and Mr. Archuleta hold necessary licenses, with Mr. Archuleta holding higher licenses for water collection and distributions and Mr. Morgan holding one higher license in wastewater of the two licenses.

Two members of the Advisory Water Committee attended the bid opening, and the remaining members were spoken to regarding their knowledge and any recommendations for the two applicants.

Additional references were checked following the review of the references provided by the applicants.

Existing water/wastewater staff were conferred with regarding the applicants.

Following review of documents provided, reference checks, follow-up reference checks, conferral with Advisory Water Committee members who did not attend the bid opening, and cost, I recommend the Board of Trustees continue with Ben Archuleta as the ORC for the Town of Paonia, pending receipt of a current insurance certificate. I am open to any questions regarding the specifics of my review and recommendation.

Thank you.

Snow Line Services LLC.
Kirk Morgan, President
kmsnowlineservices@gmail.com
(970)361-0513

The Town of Paonia, Colorado is seeking Proposals from firms interested in providing full-service operations, maintenance, and management of Water and Wastewater Treatment Plants. I am very versed in the needs and requirements of Water and Wastewater facilities, with years of experience, and several of my current contractors have similar systems to the Town of Paonia

I have extensive experience operating water and wastewater facilities. I am also very familiar with the systems that are currently in use in Paonia. I worked for Bowie for 21 years doing their water and wastewater; and I was their ORC for two of those years. I have been working for Collbran as the ORC for 18 months. They use Filter Tech Systems multimedia filters rated at 210 GPM. They have a Filter Tech Systems SCADA. Their lagoon system is rated at .192 MGD. Both of these systems are very similar to the systems that are currently in use in Paonia. I am also currently the ORC for Grand Mesa Metro District 2 (Powderhorn Ski Resort, started in 2018 to current), Mesa Water and Sanitation (2018-present), Coalby (started February of 2022) and Bone Mesa (started February 2022). Mesa, Coalby and Bone Mesa are currently using Harmsco Filters, while the Grand Mesa Metro District 2 is using a Filter Tech Systems SCADA. The GMMD2 (Grand Mesa Metro District 2) sewer plant is rated at .052 MGD, with a Mission SCADA and UV on the Effluent. Mesa Water and Sanitation has small lagoon systems for their sewer.

I believe that I would be a good asset to the Town of Paonia. My comprehension of the rules and regulations of the Colorado Department of Public Health and Environment would provide the necessary tools to keep the Town of Paonia up to code and within all qualifying limits of state requirements to ensure the quality and safety of all services to the people of the Town of Paonia. I look forward to hearing from you, please feel free to contact me at your earliest convenience.

**EXHIBIT B
RATE SCHEDULE**

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Name of Contractor:

Address:

Telephone Number:

BASE RATE SUMMARY

- A. Water Treatment Operations & Maintenance \$5,000 Per Month
- B. Wastewater Treatment Operations & Maintenance \$4,500 Per Month

ADDITIONAL SERVICES RATE SUMMARY

- Consulting \$__75____ / Hour
- Management Services \$__75____ / Hour
- Lead Operator \$__75____ / Hour
- Assistant Lead Operator \$__75____ / Hour
- Facility Operator \$__75____ / Hour
- Administrative Staff \$__75____ / Hour

Mileage Charge

- Line Jetting
- Root Cutting
- Televising
- Locates
- Grease Traps
- Evaluations
- Inspections
- Lab Delivery
- Material Mark-up

Prevailing IRS Rate

- Town already uses South West Systems to do this
- Town already uses South West Systems to do this
- Town already uses South West Systems to do this
- \$ 75 -on site \$__75__ / hour per phone call
- \$_____/ visit
- \$__75__
- \$__75__ / hour
- fees are apart of Maintenance
- 10 %

\$75.00 per hour extra for larger leaks, larger Sewer issues, and for getting backflow, tanks, PRV's, plants, sample sights, SOP, MSDS, etc to current standards and to abate citations.

Kirk Morgan, President, Snow Line Services LLC

Company Experience

In 2018 I started Snow Line Services LLC. I am the President of this company, with my office located at 17430 Stevens Gulch Road, Paonia, CO.

Current and Previous Operations and Maintenance

I have extensive experience operating water and wastewater facilities. I am also very familiar with the systems that are currently in use in Paonia. I worked for Bowie for 21 years doing their water and wastewater; and I was their ORC for two of those years. I have been working for Collbran as the ORC for 18 months. They use Filter Tech Systems multimedia filters rated at 210 GPM. They have a Filter Tech Systems SCADA. Their lagoon system is rated at .192 MGD. Both of these systems are very similar to the systems that are currently in use in Paonia. I am also currently the ORC for Grand Mesa Metro District 2 (Powderhorn Ski Resort, started in 2018 to current), Mesa Water and Sanitation (2018-present), Coalby (started February of 2022) and Bone Mesa (started February 2022). Mesa, Coalby and Bone Mesa are currently using Harmsco Filters, while the Grand Mesa Metro District 2 is using a Filter Tech Systems SCADA. The GMMD2 (Grand Mesa Metro District 2) sewer plant is rated at .052 MGD, with a Mission SCADA and UV on the Effluent. Mesa Water and Sanitation has small lagoon systems for their sewer.

For Labs I am currently using Mesa County Health for Bac T, and SGS for all other water samples. I use Presigo Lab in Grand Junction for wastewater samples. Both of these labs are the same ones that Paonia uses.

Staffing Plans

My company has also been doing employee interviews and I am planning on hiring Susan McIntire.

RESUME

Kirk Morgan
PO. Box 281
Paonia, Co. 81428
kmsnowlineservices@gmail.com
(970) 527-4333
(970)361-0513

PERSONAL: 53 years old, Married 27 years, four children.
Very good health.

EDUCATION: Ohio Diesel Technical Institute
1421 East 49th St.
Cleveland, OH. 44103
(216) 881-1700
September 1988 Certificate of Completion Diesel Tech.

General McLane High School
11761 Edinboro Rd.
Edinboro, Pa. 16412
(814)273-1031

CLASSIFICATIONS: -Colorado Commercial Drivers License 92-162-2035 with liquid and doubles/triples endorsements
-A.S.E. Degree in Automotive Electrical, Heavy Duty Electrical, Heavy Duty Engine
-Mine Foreman Papers
-Mine Electrical Papers
- Colorado Water Distribution 2
-Colorado Waste Water Collections 2
- Colorado Class B Water Operator Certification
- Colorado Class C Waste Water Operator Certification.

EXPERIENCE: October 2018 to present
President of Snow Line Services LLC,
I am the ORC (Operator in Responsible Charge for the Town of Collbran, Mesa water & Sanitation District, Grand Mesa Metro District, Redwood Arms Motel, Bone Mesa Domestic Water Company, Coalby Domestic Water.
I do the daily, weekly, monthly, and yearly task, and reports to the state, water leaks, sewer plugs, water testing, electrical work, calibrations, tank inspections, building repairs, work on the SCADA, ect.

I have been interviewing for employees.

April 2016 to August 29, 2018

Town of Paonia.

P.O. Box 460

(970) 527-4101

I ran the water and waste water plants most weekdays, and ½ the weekends. Doing the daily, weekly and monthly requirements.

I worked on the pumps, aerators, valves, and test equipment.

I operated and did maintenance on all town equipment, dump

trucks, skid steers, track hoe, road grader. trash truck, pickup

4 wheelers, pumps, lawn mowers. I worked on water leaks,

sewer plugs, PRV's, fire hydrants. Read and replace water

meters. Do locates on water and sewer lines. Repair and run

sprinklers in parks. Maintain restrooms. Repair fences. Work on

Play ground equipment. Plow roads. Fix potholes. Pour cement.

Grade roads.

Sept. 2013 to April 2016

Bowie Resources Ltd.

(970)986-6237

P.O. Box 1488

Paonia, Colorado

See below Bowie

July 2012 to Sept. 2013

(561)907-5720

I worked for Centurion Residence Services (Bill Koch) at his

Western Town doing maintenance, truck driving/deliveries, ranch work, landscaping, and all other jobs required. I also had many responsibilities in his warehouse and security departments.

April 2010 to July 2012 West Elk Mine

5147 Hwy. 133

Somerset Co. 81434

(970)929-2254

I have been working in the Underground Diesel Shop for the duration, doing services and repairs on underground Diesel

Equipment.

1995 - 2010

Bowie Resources Ltd.

I started as a section mechanic, then went to an out by crew, then

belts, then material handler. Following that, I had full authority of crushing and screening on the weekend shift. When Bowie #2

on the surface. When the underground Diesel shop

opened, I was was built, I was the only

mechanic for two years, then operated the weekend shift, I did all the the underground diesel

shop on weekends. While on the permissibility, repairs and maintenance on

heavy equipment. For five years there, I was the only mechanic in charge of all the surface equipment maintenance. I operated, maintained, rebuilt engines, transmissions, diffs, ect. On Cat 950 thru 992, Track hoes- Telly handlers, Road Graders, trucks, Dump Trucks, Water Trucks, Service Snowmobiles, Snow Blowers, underground equipment.

loaders- 25 to 40 ton haul Trucks, Skid Steers, Backhoes, Plow Trucks, large compressors, and all

Since I came back in 2013 I have mostly been in the under ground Diesel shop. Along with water and waste water treatment daily, Weekly and monthly monitoring, sampling, and reporting. I have Also been doing some electrical work.

April 1991-1995

Savage Industries, Paonia, Co. 81428

I was the only mechanic in charge of all equipment. Including: engine rebuilding, fabrication, electrical, AC repairs, PM's, Arc, Mig and Tig welding, and tires. Operated: Semi (doubles), DumpTruck, Loaders, Dozer, and Road Graders

Snow Plow,

April 1989-Feb. 1991

Carbondale Diesel, Carbondale, Co.

Mechanic for repairs and PM on coal trucks,

Aug. 1988-Dec. 1989

Ryder Truck Rental, Erie, Pa.

Mechanic on pick-ups, mid size diesel, and semi

Brakes, seals, valve adjustments, electrical and trouble shooting

Oct. 1987 - Aug. 1988

North Coast Auto Body, Cleveland, OH.

General mechanic and auto body painter

REFERENCES:

REDACTED

Contract between Town of Paonia and Benjamin (Benny) Archuleta – Operator in Responsible Charge

Benjamin Archuleta
185 N. 12th Street
Carbondale, CO 81623

A1
Lamborn Mesa Facility- ID 001
12762 Roeber Road
Paonia, CO 81428

Clock Water Treatment ID 002
41576 Lamborn Mesa Road
Paonia, CO 81428

Wastewater Treatment Plant
38976 Highway 133
Paonia, CO 81428

The Lamborn Mesa facility is a membrane treatment Filter-Tech facility. Class B. The system is fed by ground water under direct influence. Treatment is defined by surface water treatment regulations. All affiliated information including rated design capacity and filtration processes can be found under PWSID CO0115601.

The Clock Water Treatment facility is a membrane treatment Pall facility. Class B. The system is fed by ground water under direct influence. Treatment is defined by surface water treatment regulations. All affiliated information including rated design capacity and filtration processes can be found under permit # COG641134.

The wastewater treatment plant was finalized in 2007. The wastewater treatment plant is operated under Permit # CO047431.

This agreement is on a rolling month-to-month agreement **until** such a time that the Town of Paonia or contractor terminate the agreement, or, on staff employee(s) successfully complete the required certification.

The effective starting date of this agreement is 03/01/2022 with written notification of termination a minimum of 30 business days in advance of termination.

The fee for services rendered is set at \$900 per month plus milage as defined by the IRS Standard Mileage Rate, paid on a calendar month-to-month basis, to be paid the first disbursement cycle of the following month of service. The payment will be initiated by the contractor with an invoice for the prior month.

While operating under the agreement all communications will be made in person, via telephone, and written correspondence, with minimum bi-weekly on-site

communication between ORC, Town Administrator, and Public Works staff members so designated, for discussion of system operations including, but not limited to the written delegation plan.

Operator Duties

All duties required will be performed in the manner defined within the written delegation plan, as defined, and directed by the ORC, and as required to meet the minimum standards of the Colorado Department of Public Health and Environment.

As the designated ORC, the operator is responsible for maintaining a valid certificate that is equal to or greater than the classification of the system.

Continuous O&M (operation & maintenance) of the Town's water facilities including the 1MG (million gallon) and 2MG storage tanks.

Continuous O&M of the Town's wastewater treatment facility.

The Contractor shall operate the facilities to comply with all applicable laws and regulations promulgated by the State of Colorado, including its agencies. The operator in charge shall be a licensed water/wastewater operator in Colorado, Class B/D as certified by the Colorado Department of Public Health & Environment (CDPHE).

The Contractor shall work under the direction of, and report to the Town Administrator or as otherwise designated by the Board of Trustees.

The Contractor shall follow the instructions and/or recommendations for O&M as contained in the plant O&M manuals, and in the manuals furnished by the equipment suppliers. If the operator disagrees with any provisions of these documents, he shall document such disagreements to the Town Administrator. The operator shall minimize electrical and gas energy usage, and other utilities or commodities.

The Contractor shall perform the specific tasks itemized below. It is intended that O&M services and Standard Operating Procedures (SOPs) be provided by trained and experienced operators having a high level of competence; and that complete O&M services for the subject facilities are intended whether normally required or not.

The Contractor shall be responsible for all reports and permits required by CDPHE and the EPA to maintain compliance with all state and federal regulations for water, water distribution, water storage, wastewater treatment,

SCOPE OF SERVICES

Water/Wastewater Treatment Operations and Maintenance

Contractor shall be responsible for the performance of all the following listed tasks:

1. Scope

This exhibit shall cover:

1.1 Continuous O&M (operation & maintenance) of the Town's water facilities including the 1MG (million gallon) and 2MG storage tanks.

1.2 Continuous O&M of the Town's wastewater treatment facility.

2. General

2.1 The Contractor shall operate the facilities to comply with all applicable laws and regulations promulgated by the State of Colorado, including its agencies. The operator in charge shall be a licensed water/wastewater operator in Colorado, minimum Class B/D as certified by the Colorado Department of Public Health & Environment (CDPHE).

2.2 The Contractor shall work under the direction of, and report to the Town Administrator.

2.3 The Contractor shall follow the instructions and/or recommendations for O&M as contained in the plant O&M manuals, and in the manuals furnished by the equipment suppliers. If the operator disagrees with any provisions of these documents, he shall document such disagreements to the Town Administrator. The operator shall minimize electrical and gas energy usage, and other utilities or commodities.

2.4 The Contractor shall perform the specific tasks itemized below. It is intended that O&M services and Standard Operating Procedures (SOPs) be provided by trained and experienced operators having a high level of competence; and that complete O&M services for the subject facilities are intended whether or not normally required.

2.5 The Contractor shall be responsible for all reports and permits required by CDPHE and the EPA to maintain compliance with all state and federal regulations for water, water distribution, water storage, wastewater treatment, biosolids handling and sewage collection, plant stormwater and reclaimed water regulations.

2.6 The contractor shall be available to assist in the planning, designing, and budgeting of facilities and infrastructure through staff and consultant meetings and occasionally Town Board meetings.

2.7 A facilities annual report will be due to the Town on March 1 of the year following the report year. This may be completed to staff designees.

3. Specific Tasks - Water Treatment

3.1 **Laboratory.** Collect and deliver to a certified laboratory samples for periodic chemicals and microbiological analyses as required.

3.2 **Operations.** Determine proper flow rates and optimum chemical feed rates. Calibrate, fill and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment process.

3.3 **Shop.** Maintain shop with necessary tools for minor maintenance and repairs of plant and pump station equipment.

3.4 Maintenance. Prepare an inventory of lubricants and common replacement parts that could be critical to maintaining operations. On approval of the Administrator, maintain a suitable stock of such parts with an on-hand inventory.

3.5 Cleanliness. The Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner. The Contractor shall collect and remove all trash from inside plant facilities. The Town shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries. The Town shall also provide and arrange for trash hauling and dumpster service to the plant facility.

3.6 Availability. Certified Operator to be always available, with a one and a half (1.5) hour maximum response time to any emergency at the plant or a related operations site. Maintenance person to be always available with a one (1) hour maximum response time to any emergency at the plant or a related operations site.

3.7 Repairs. Repair and/or replace minor item problems that an operator typically would do. For more complex repairs, consult with the Town Administrator and arrange for outside contract work. Monitor, coordinate and oversee contract O&M-type work. (NOTE: This will not apply to major replacements or improvements that would typically be capitalized unless otherwise requested by the Town). All work and equipment installed by the Contractor shall have a one (1) year warranty on parts, labor, and installation.

3.8 Reporting/Records. The contractor shall furnish all test results and reports required to CDPHE. In addition, the contractor shall prepare a monthly report and submit this to the Town Administrator by the end of the following month. The monthly report shall, at a minimum, include the following: A. Records of production for the month, including maximum day quantity pumped.

B. Data or graphs indicating storage tank levels.

C. Water quality data, e.g., average and peak turbidity, coliform test results, chlorine residuals, etc.

D. Summary of repair and maintenance activities.

E. Itemization of problems experienced.

F. Cost data or information requested by the Town Administrator.

3.9 Lead & Copper Rule. The contractor shall be responsible for implementing and executing all aspects of the Lead & Copper program as required by CDPHE. This will include locating and maintaining sampling points in conjunction with CDPHE and collecting all samples and furnishing test results, letters and reports required to CDPHE and the Town. The contractor will also be responsible for notifications to residents of sampling practices.

A detailed daily log shall be maintained at the plant site and shall be always available for review. An annual report for the year will be provided to the Town by March 1 of the following reporting year.

4. Specific Tasks - Water Treatment

4.1 Laboratory. Tests to be run at lab include: D.O., BOD, & TSS (influent & effluent); MLVSS (sludges) chlorine residual; turbidity calibration (monitor turbidity continuously with provided equipment) and pH. Calculate and plot F:M ratios daily. Collect and deliver to a certified laboratory MPN samples and samples for periodic chemical analyses as required.

4.2 Operations. Determine proper flow rates and optimum chemical feed rates. Calibrate, fill, and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment processes. Maintain optimum D.O. levels in all basins.

Maintain a suitable inventory of process chemicals, and order and receive chemicals. Control dissolved oxygen, recycle flows and waste solids flows to attain process efficiency and not upset the plant. Keep bar screenings and collected grit confined and manage disposal of same. Minimize odor in pretreatment area.

4.3 Shop. Maintain shop with necessary tools for the maintenance and repairs of plant and pump station equipment.

4.4 Maintenance. Prepare an inventory of lubricants and common replacement wear parts that could be critical to maintaining operations. On approval by the Administrator, maintain a suitable stock of such parts with an on-hand status inventory.

4.5 Cleanliness. The Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner. The Contractor shall collect and remove all trash from inside plant facilities. The Town shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries. The Town shall also provide and arrange for trash hauling and dumpster service to the plant facility.

4.6 Availability. Certified Operator to be always available, with a one and a half (1.5) hour maximum response time to any emergency at the plant or a related operations site. Maintenance person to be always available, with a one

4.7 Repairs. Repair and/or replace minor item problems that an operator typically would do. For more complex repairs, consult with the Town Administrator and arrange for outside contract work. This will not apply to major replacements or improvements that would typically be capitalized. Monitor, coordinate and oversee contract O&M-type work. (NOTE: This will not apply to major replacements or improvements that would typically be capitalized unless otherwise requested by the Town). All work and equipment installed by the Contractor shall have a one (1) year warranty on parts, labor, and installation.

4.8 Reporting/Records. The operator shall furnish test results and DMR's required to CDPHE. The operator shall prepare a monthly report and submit this to the Administrator by the end of the following month. The monthly report shall, at a minimum, include the following:

- A. Records of loads (flow and BOD) for the month with maximum daily values.
- B. Curves or data showing F:M ratios, loadings, and other data indicated in the O&M manual.
- C. Summary of repair and maintenance activities.
- D. Itemization of problems experienced.
- E. Cost data or other information requested by Town Administrator.

A daily log shall be maintained at plant site and shall be always available for review.

An annual report for the year will be provided to the Town by March 1.

Additional Operator Responsibilities:

Benjamin (Benny) Archuleta will have supervisory responsibility and authority with respect to the operation of the facilities as described herein and for the activities and functions of other facility operators.

The ORC should take continuing education training courses on topics relevant to the facility.

The ORC will provide a photocopy of the renewed or upgraded operator’s certificates to the Town of Paonia whenever the certificate is renewed or upgraded.

The ORC is responsible for having telephone numbers, email addresses, and other relevant means of communication with the Town of Paonia and designees.

The ORC should provide a copy of proof of insurance to the Town Administrator.

Town of Paonia Responsibilities:

The Town of Paonia will confirm bi-weekly that all duties as assigned on the delegation list are complete.

The Town of Paonia will notify the ORC any unplanned operational problems, repairs, or modifications that arise in the ORC’s absence.

The Town of Paonia is responsible for providing a safe working environment.

Town of Paonia
Corinne Ferguson, Town Administrator/Clerk

Signature:  _____

Date: March 29, 2022

Benjamin Archuleta, ORC

Signature:  _____

Date: March 30, 2022

File Attachments for Item:

8. Acceptance of Settlement and Release Regarding 20-cv-01389-LTB-GPG - Eric Pace

AGENDA SUMMARY FORM

	Acceptance of Settlement and Release Regarding 20-cv-01389-LTB-GPG - Eric Pace
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Markle
Trustee Smith	Trustee Stelter	Trustee Valentine	Trustee Weber

RELEASE

READ CAREFULLY BEFORE SIGNING

This Release, made on the day indicated below, by Eric Pace (hereinafter referred to as the "Claimant") to the Town of Paonia (hereinafter referred to as the "Town") and its assigns, all current and former employees, servants, agents, current and former elected and appointed officials, members, successors, predecessors, attorneys, insurance carriers, and self-insurance pools (hereinafter referred to jointly as "Releasees"), as follows, to wit:

WHEREAS, Claimant and Town are desirous of resolving any issues between them related to the Claimant's employment, investigations and complaints related to Claimant's employment, the separation of Claimant's employment; and Claimant's lawsuit and pending appeal;

NOW, THEREFORE, the Claimant for the following described consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby

REMISE, RELEASE AND FOREVER DISCHARGE the Releasees, together with all other persons, firms and corporations, whomsoever, of and from any and all actions, claims and demands, which exist as of the date of this Release, whatsoever, which Claimant now has or may hereafter have, of any kind, including all actions, claims and demands arising out of Claimant's employment with the Town, investigations involving Claimant, complaints involving Claimant, the separation of Claimant's employment with the Town and/or any other claim involving Releasees, including but not limited to all complaints which were or could have been submitted by Claimant to the EEOC or CCRD, including but not limited to those which were raised or could have been raised in Charge No. 541-2018-03254, as well as all claims which were raised or could have been raised in the pending Civil Action, No. 20-cv-01389-LTB-GPG and its related appeal, 22-1025.

CONSIDERATION TO THE CLAIMANT¹

The consideration to the Claimant is as follows:

1. The Town shall cause to be paid to Claimant the gross sum of nine thousand dollars (\$9,000).² The settlement check will be made payable to the Trust Account of Wegener Scarborough & Lane, PC and will be mailed to Claimant's attorney.
2. The Town shall waive its right to collect costs awarded against Claimant and file a satisfaction of judgment of its bill of costs in 20-cv-01389-LTB-GPG.

¹ This Release and settlement is contingent upon final approval by the Town Board of Trustees.

² Claimant hereby acknowledges that he has already been paid all wages, compensation and benefits to which he is legally entitled.

CONSIDERATION TO THE RELEASEES

1. The execution by Claimant of this Release and agreement to the provisions contained herein.
2. The dismissal, with prejudice, each party to pay their own costs and attorney fees of the pending lawsuit/appeal prior to depositing or cashing of the settlement check.
3. For five years from the date of this Release, Claimant will not apply for or in any manner seek employment in any position or otherwise work, including as a volunteer or an independent contractor, in any capacity for or with the Town. Thereafter, while Claimant may apply for employment with the Town, Claimant agrees that such does not guarantee employment and that this settlement and Release will not be used by him as evidence in any future claim or lawsuit against the Town or the Releasees and he will not allege that any failure to hire him constitutes retaliation as a result of his administrative charge, the lawsuit, or this settlement.
4. Claimant warrants and agrees to fully satisfy any and all outstanding liens and/or judgments with the proceeds from this settlement. Claimant agrees to direct his attorneys to hold sufficient funds in their trust account to satisfy all liens and/or judgments, and to not disburse the funds until any and all such liens have been satisfied. The Claimant agrees to indemnify, defend and forever hold harmless the Releasees from any claims made by third parties, including but not limited to, hospitals, insurance companies, medical providers, Medicare, Medicaid, the IRS or any taxing authority and creditor or lien holder, who contend they have an interest in this settlement or a lien.

WARRANTY OF CLAIMANT CONCERNING CONSIDERATION RECEIVED

Claimant warrants as follows:

No promise or agreement not herein expressed has been made to the Claimant; that in executing this Release Claimant is not relying upon any statement or representation made by the parties hereby released or said parties' agents and servants concerning any matter or thing, but is relying solely upon his own judgment and knowledge and that of the attorney representing him; that the above-mentioned consideration is received by the Claimant in full settlement and satisfaction of all the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; including but not limited to, any claims based upon Title VII, 42 USC §1983, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the First Amendment, the Fair Labor Standards Act, the Family Medical Leave Act, and the Colorado Anti-Discrimination Act; the Colorado Wage and Hour act, that it is Claimant's clear intention to fully and forever release Releasees from any and all claims, even if there may presently exist a mistaken belief on the part of the Claimant as to the present nature and extent of his claims through the date of the execution of this agreement; that a portion of the consideration provided to Claimant hereunder is being provided for Claimant's voluntary assumption of the risk that Claimant's injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; that this Release was arrived at in

good faith, at arms length and after negotiation; that the above-mentioned consideration is received by Claimant in full settlement and satisfaction of any claims which Claimant may have for attorney's fees or costs; that the Claimant is over the age of 18 years and legally competent to execute, appreciate and fully understand this Release; that no claims for loss of consortium exist; AND THAT BEFORE SIGNING AND SEALING THIS RELEASE, CLAIMANT HAS FULLY INFORMED HIMSELF OF ITS CONTENT AND MEANING, HAS HAD HIS LEGAL COUNSEL REPRESENTING HIM EXPLAIN THE MEANING AND LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION HEREOF AND HAS EXECUTED THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

The Claimant further warrants that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder. Claimant and his attorney further warrant that Claimant is not the subject of any liens or orders or other requirements which would obligate him to pay any portion of the consideration provided herein to another individual or entity. Claimant and his attorney agree to indemnify, defend and hold forever harmless the Releasees of and from any and all further claims which may be made against the Releasees by any person, firm or corporation acting for the Claimant or asserting a derivative claim from the Claimant or from any third party lien holder.

The Claimant further warrants that he has not received benefits or payments from Medicare or Medicaid related to matters covered or relevant to this Release.

NO ADMISSION OF LIABILITY

Claimant acknowledges, consistent with the judgment entered in this case, that Releasees strongly deny liability or wrongdoing on their part as supported by the District Court's granting of summary judgment and that this Release is not to be construed, in any way, as an admission of liability, but is only a settlement done for economic reasons.

INCOME TAX CONSEQUENCES

Claimant represents that this settlement will act as repayment of costs of this litigation. Claimant warrants that no opinions or statements have been made to him by any Releasee, or any Releasee's agents or agent or employee, relating to any income tax consequences of the payments made under this Release. Claimant agrees to indemnify, defend and hold harmless the Releasees from any and all claims with respect to the income tax consequences of the payment made under this Release asserted by any taxing authority, including the United States Government or its Internal Revenue Service.

MISCELLANEOUS PROVISIONS

This Release contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties.

This Release shall be binding upon the Claimant, his heirs, administrators, personal representatives, assigns and subrogees, if any, as well as all other persons, firms or corporations acting on Claimant’s behalf or asserting a derivative claim.

The Claimant and Town agree that each shall bear his or its own costs, including attorney's fees related to this action.

The parties have participated and had an equal opportunity to participate in the drafting of this Release. No ambiguity shall be construed against any party based upon a claim that either party was a drafter.

This Release shall be construed and interpreted in accordance with the laws of the State of Colorado, without regard to its choice of law rules or principles.

Eric Pace

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

Subscribed and sworn to before me on this _____day of June, 2022.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

Form approved by:

Ben Wegener
Attorney for Claimant

File Attachments for Item:

9. Committee Reports

AGENDA SUMMARY FORM

	Committee Reports
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber



File Attachments for Item:

10. Adjournment

AGENDA SUMMARY FORM

	Adjournment
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

Vote:	Mayor Bachran	Trustee Knutson	Trustee Valentine
Trustee Stelter	Trustee Smith	Trustee Markle	Trustee Weber