



**TOWN OF PAONIA**  
**TUESDAY, JUNE 09, 2020**  
**REGULAR TOWN BOARD MEETING AGENDA**  
**6:00 PM**

**PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:**  
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**DIAL(FOR HIGHER QUALITY, DIAL A NUMBER BASED ON YOUR CURRENT LOCATION):**

**US: +1 346 248 7799 OR +1 669 900 9128 OR +1 253 215 8782 OR +1 312 626 6799 OR +1 646 558 8656 OR +1 301 715 8592**

**WEBINAR ID: 846 2901 4139**

**INTERNATIONAL NUMBERS AVAILABLE: [HTTPS://US02WEB.ZOOM.US/U/KDBDA17QHH](https://us02web.zoom.us/j/84629014139)**

**Work Session**

[One](#) Delta County Presentation

**Roll Call**

**Approval of Agenda**

**Announcements**

**Recognition of Visitors & Guests**

- [1.](#) Visitors & Guests
- [2.](#) One Delta County - Economic Development Participation & Intergovernmental Agreement

**Consent Agenda**

- [3.](#) Regular Minutes:  
May 12, 2020

**Disbursements**

- [4.](#) Treasurer's Report
- [5.](#) Disbursements

**Unfinished Business**

- [6.](#) Town Administrator Contract
- [7.](#) Personnel Liaison Group Appointment – Mayoral Appointment
- [8.](#) Planning Commission Vacancy - Mayoral Appointments
- [9.](#) Personnel Handbook Modification – Addition of Protection from Retaliation
- [10.](#) Discussion Regarding Open Meetings and Public Participation Options

**New Business**

- [11.](#) Minnesota Creek Sewer Line Mitigation Bid Award
- [12.](#) Resolution 2020-11 Local Disaster Declaration Extension
- [13.](#) Resolution 2020-12 Administrative Modification of Liquor License and Encroachment for Outdoor Dining in Town Right-of-Way

**Staff Reports**

- [14.](#) Administrator's Report  
Public Works  
Police Report  
Municipal Judge Update

**Mayor's Report**

[15.](#) Mayor's Report

**Committee Reports**

[16.](#) Finance & Personnel

Governmental Affairs & Public Safety

Public Works-Utilities-Facilities

Space to Create

Tree Board

**Adjournment**

[17.](#) Adjournment

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

## **II. CONSENT AGENDA**

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

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

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

## **III. EXECUTIVE SESSION**

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

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

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

## **IV. SUBJECT TO AMENDMENT**

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

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

AGENDA SUMMARY FORM



One Delta County Presentation

Summary:

Elyse Casselberry, Delta County Community & Economic Director, Larry Wilkening, Hotchkiss Mayor, and Kami Collins, Cedaredge Town Clerk & Economic Coordinator are attending to provide an update regarding One Delta County – an economic alliance of all Delta County governmental entities and request Town of Paonia support.

Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

ONE DELTA COUNTY IMPLEMENTATION

Meeting Dates: June 1, 2020

June 15, 2020

June 29, 2020

July 6, 2020

**GOAL: July 6, 2020 Establishment**

**1. Outstanding Planning**

Committee	Task	Timeline
Bylaws Committee	<ul style="list-style-type: none"> <li>Finalize Articles of Incorporation Amendment</li> </ul>	May 29, 2020
Bylaws Committee	<ul style="list-style-type: none"> <li>Add language to Bylaws to support 501C3 status</li> </ul>	May 29, 2020
Work Plan Committee	<ul style="list-style-type: none"> <li>Update Work Plan to include evaluation of 501C6 entity</li> </ul>	July 1, 2020
Agreements Committee	<ul style="list-style-type: none"> <li>Finalize Project Manager job description, hiring process</li> </ul>	July 1, 2020
Bylaws Committee (with help from work plan?)	<ul style="list-style-type: none"> <li>Finalize “policy &amp; procedures”</li> </ul>	June 15, 2020

**2. Actions required to stand up One Delta County**

Committee/Individual	Task	Timeline
Amy Crick, LaDonna Gunn, Caryn Gibson, Don Suppes	<ul style="list-style-type: none"> <li>DCED to approve amendments to Articles of Incorporation and new bylaws</li> </ul>	June 15, 2020

<p>Elyse, Larry Wilkening, Kami Collins, Cally Gallegos, Corinne Ferguson, Kevin Carlson, Mike Lane</p>	<ul style="list-style-type: none"> <li>Local Governments to adopt IGA and appoint board members</li> </ul> <table border="1" data-bbox="618 331 1000 730"> <tr><td>Cedaredge</td></tr> <tr><td>Crawford</td></tr> <tr><td>Delta</td></tr> <tr><td>Hotchkiss</td></tr> <tr><td>Orchard City</td></tr> <tr><td>Paonia</td></tr> <tr><td>Delta County</td></tr> </table>	Cedaredge	Crawford	Delta	Hotchkiss	Orchard City	Paonia	Delta County	<p>June 30, 2020</p> <table border="1" data-bbox="1032 338 1414 737"> <tr><td>6/16 Work Session</td></tr> <tr><td>6/17 IGA on Agenda</td></tr> <tr><td>6/2 IGA on Agenda</td></tr> <tr><td>6/11 IGA on Agenda</td></tr> <tr><td>6/3 Work session</td></tr> <tr><td>6/10 IGA on Agenda</td></tr> <tr><td>6/9 IGA on Agenda (Larry too please)</td></tr> <tr><td>End of June meeting post municipal meetings</td></tr> </table>	6/16 Work Session	6/17 IGA on Agenda	6/2 IGA on Agenda	6/11 IGA on Agenda	6/3 Work session	6/10 IGA on Agenda	6/9 IGA on Agenda (Larry too please)	End of June meeting post municipal meetings
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Crawford																	
Delta																	
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6/9 IGA on Agenda (Larry too please)																	
End of June meeting post municipal meetings																	
<p>Fred Carlson, Courtney Roland, Anne, Chris Caskey, Lisa Carlson, Kim Guthrie Burch, Greg Pope</p>	<ul style="list-style-type: none"> <li>Business community appoint board members</li> </ul>	<p>June 30, 2020</p>															
	<ul style="list-style-type: none"> <li>Adopt MOU with County</li> </ul>	<p>July 6, 2020</p>															
<p>County</p>	<ul style="list-style-type: none"> <li>Advertise, interview, hiring process (per mou/IGA), make hire</li> </ul>	<p>August 1, 2020</p>															

**3. Actions required to Begin Operations**

- Establish Officers & Committees
- Establish Accounting
- Communication with existing DCED membership & partners
- Update and change all State/IRS documents
- Begin implementing work plan

**INTERGOVERNMENTAL AGREEMENT TO  
SUPPORT ECONOMIC DEVELOPMENT BETWEEN  
DELTA COUNTY, CITY OF DELTA, TOWNS OF CEDAREEDGE, ORCHARD CITY, HOTCHKISS, AND CRAWFORD**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_, 2020, by and between Delta County, the City of Delta, and the Towns of Cedaredge, Orchard City, Cedaredge, Hotchkiss, and Crawford, collectively referred to as "local governments."

**WHEREAS**, the local governments share a collective interest in economic development in Delta County, and have shared interest in ensuring that economic development in Delta County serve the needs of all communities, residents, and business; and

**WHEREAS**, the local governments have been working together in partnership with businesses and other economic development interests to create a new economic development alliance that will help achieve the goal of economic development for all of Delta County; and

**WHEREAS**, through the course of establishing the new economic development alliance, local governments have been tasked with funding the capacity of the new economic development alliance, and have agreed to provide such funding, and

**WHEREAS**, the local governments have agreed upon a formulaic share of anticipated costs for providing capacity, whereby the City of Delta and the Towns of Cedaredge, Orchard City, Hotchkiss, and Crawford will provide funds directly to Delta County with the intent that Delta County will hire a project manager to support the new economic development alliance.

**NOW, THEREFORE**, in consideration of their mutual rights and obligations as set forth below, the local governments agree as follows:

**1. AUTHORITY FOR AGREEMENT.**

- a. This Intergovernmental Agreement is being entered into by the local governments pursuant to the authority granted to local governments in Colorado Revised Statute 29-1-203, which allows governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units.

**2. TERM OF AGREEMENT, WITHDRAWAL OR DISSOLUTION.**

- a. Subject to the provisions of Subparagraph 2. b, the term of this Agreement shall continue through December 31, 2022. This agreement may be extended by mutual agreement annually thereafter.
- b. The local governments acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective party and shall not constitute or give rise to a general obligation or other indebtedness of either party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado nor a mandatory charge or requirement against any party in any ensuing fiscal year beyond the current fiscal year.
- c. If the governing body of any party shall fail to budget and appropriate funds for its share of expenses, in accordance with Paragraph 3 hereof, then the local government that does not appropriate funds shall no longer be party to this agreement, and shall no longer be a voting member of the Board of Directors of the new economic development alliance.
- d. In the event any local government fails to appropriate funds for its share of expenses, in accordance with Section III , the remaining local governments shall adjust the formulaic share of the total anticipated annual costs between those local governments that choose to continue to participate in this agreement, or come to a mutually agreed upon split of any anticipated costs resulting from any local government ceasing to be party to this agreement.
- e. In the event the Town of Paonia allocates funds for fiscal year 2020 or any year thereafter, an amendment to this agreement shall be executed by all parties, and costs reapportioned in accordance with Paragraph 3.



**3. APPORTIONMENT OF ECONOMIC DEVELOPMENT CAPACITY EXPENSES.**

- a. All costs to cover the salary and benefits for a project manager to support the new economic development alliance shall be shared equitably by the local governments. The intent is to share the cost of this agreement in the same manner that the County’s sales tax is shared with the municipalities. In year 2020 the County and City of Delta will commit to providing a higher percentage of the share of costs picking up a portion of each of the smaller local governments’ share of expenses thereby allowing the smaller local governments to ease into the extra costs of participation, and thereby absorbing costs not covered due to the Town of Paonia being unable to participate in 2020. All costs and expenses for Fiscal Year 2020 for providing salary and benefits for a full-time project manager to support the new economic development alliance shall be shared as followed based on a projected expense of \$65,994, subject to change as mutually agreed upon:
  - Delta County: 62% or \$40,838
  - City of Delta: 30% or \$20,000
  - Orchard City: 3.6% or \$2,405
  - Cedaredge: 2.6% or \$1,738
  - Hotchkiss: 1% or \$681
  - Crawford: .5% or \$332
- b. It is understood and agreed that this apportionment shall be re-evaluated during the fall of 2020 and each succeeding year and may be amended as agreed upon by all parties. It is further recognized that the cost of salary or benefits are subject to change. The goal is to share costs based on the following:

Year 2021:

Delta County 62% of the total cost  
City of Delta: 23% of the total costs  
Orchard City: 5.46% of the total costs  
Cedaredge: 3.9% of the total costs  
Hotchkiss: 1.5% of the total costs  
Crawford: .75% of the total costs

Year 2022:

Delta County 60% of the total cost  
City of Delta: 21% of the total costs  
Orchard City: 7.3% of the total costs  
Cedaredge: 5.3% of the total costs  
Hotchkiss: 2.1% of the total costs  
Crawford: 1% of the total costs

- c. The above apportionment does not cover 100% of anticipated costs as the original formula used to determine each local government’s equitable contribution was based on participation of seven local governments. The local governments will have to determine how to cover any additional costs in future years in an equitable manner based on the total number of participating local governments. Should the Town of Paonia decide to join this agreement, their share of the costs would be based on the following:
  - 2020: 1.7% of the total costs
  - 2021: 2.54% of the total costs
  - 2022: 3.4% of the total costs

**4. Hiring, firing, management, and human resources responsibility.**

- a. Delta County shall be responsible for all personnel liability for the project manager, including liability insurance, FICA expenses, workers’ compensation, and all other employee benefits.
- b. Delta County shall be responsible for the management and mentorship of the project manager. The intent is for the project manager to report directly to the Community & Economic Development Director. The County Administrator may, at their discretion, choose to be the direct supervisor of the project manager.
- c. Prior to hiring the project manager, Delta County shall convene a hiring committee with representatives from each local government and the Board of Directors of the new economic development alliance. The committee shall assist in reviewing applications, selecting finalists, the interview process, and make recommendations to the County. The County shall consider this input in the final hiring decision.

- d. Delta County retains the rights as an employer to discipline the project manager including but not limited to termination of employment for lack of performance, violations of Delta County employee policies as outlined in the Delta County Employee Handbook, state law, or federal law.
- e. Delta County shall seek input from the new economic development alliance Board of Directors prior to completing any performance reviews and shall take input received into consideration when completing said performance review.
- f. Delta County shall notify the local governments within two weeks should disciplinary actions result in the termination of employment of the project manager. In compliance with state and federal laws, the specific details regarding termination shall not be provided given the confidentiality of personnel matters.

**5. COMMITMENT TO SUPPORT ECONOMIC DEVELOPMENT ALLIANCE.**

- a. The project manager hired by Delta County shall serve as staff for the economic development alliance Board of Directors including organizing meetings, board training and development, following up on tasks directed by the economic development alliance Board of Directors, and implementing the programs and services included in the economic development alliance annual work plan.
- b. The project manager shall be dedicated full time to One Delta County, but shall also work in partnership with the County's Tourism Cabinet and Coordinator to ensure cohesion in marketing and promotions of Delta County; the Chambers of Commerce, Region 10, local governments, and other economic development partners.
- c. The project manager shall represent Delta County and the economic development alliance on boards and commissions deemed appropriate by either Delta County or by the economic development alliance such as, but not limited to, the workforce board, regional economic development councils or committees, or community economic development committees.

**6. ADOPTION OF AGREEMENT BY ORDINANCE AND LEGALLY BINDING STATUS.**

- a. This Agreement shall be deemed in force when the same has been adopted by ordinance or resolution of all the participating local governments.

**7. AMENDMENTS.**

- a. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by each local government in the same manner as this Agreement.

**8. SEVERABILITY.**

- a. Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the invalid portion was not included.

**9. GOVERNING LAW.**

- a. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado, and venue for any action arising out of any dispute hereunder shall be in the Delta County District Court of the State of Colorado.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, in accordance with proper ordinance of each of the governing bodies of the municipalities, we have hereunto caused this instrument to be executed the day and year written above.

**Delta County:**

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
County Clerk

**City of Cedaredge:**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

**Town of Crawford:**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

**City of Delta:**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**Town of Hotchkiss:**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

**Town of Orchard City:**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

**Town of Paonia:**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

ARTICLES OF INCORPORATION OF

ONE DELTA COUNTY: AN ECONOMIC ALLIANCE,  
INC.

A NONPROFIT CORPORATION

(Amended January 8, 2009)

(Amended to Reflect Name Change April 22,  
2009)

(Amended June 15, 2020)

Pursuant to the provisions of the Colorado Corporation Code, the undersigned Corporation adopts the following Articles of Amendment and its Articles of Incorporation and restates the Articles of Incorporation:

ARTICLE

I NAME

The Corporate name of said Corporation shall be ONE DELTA COUNTY: AN ECONOMIC ALLIANCE, INC. (per vote of the Board of Directors, June 15, 2020).

Principal Street Address: 122 W. Third St., Delta,

Colorado 8

1416

Commented [1]: I realized I changed the "original" articles and added the yellow. Do we need to do "amended June 15" and then put the name change an principle address?

ARTICLE II

DURATION

The period of duration of the corporation shall be perpetual.

### ARTICLE III

#### PURPOSES

The purposes for which the Corporation is formed is to promote the common interests of all residents of Delta County, Colorado, including its businesses, cities and towns, for the enhancement of economic conditions and the economic base of the county, encouraging development of new and existing businesses and local industry and improvement of employment opportunities for the residents of the county. In particular, the Corporation is organized as a non-profit corporation pursuant to the provisions of Section 501(c)(3) of the United States Internal Revenue Code. The Corporation is not formed for any pecuniary or financial gain and no part of its assets, income or profit of the Corporation shall be distributable to, or inure to the benefit of the Directors and Officers of the Corporation except to the extent permitted by the not-for-profit corporation laws of the State of Colorado and the United States Internal Revenue Service. The Corporation shall not devote any of its activities or assets to conducting propaganda or otherwise attempting to influence legislation, not shall the Corporation participate in, intervene in (including the publishing or distributing of statements) of any political campaign on behalf of, or in opposition to any candidate for public office. The Corporation shall not discriminate against any person on the grounds or race, color, creed, national origin, sex or disability.

The Articles of Incorporation shall be amended to read (as of June 15, 2020):

The Purpose of the Corporation is to promote, strengthen and enhance Delta County's economic base including the towns and municipalities of Cedaredge, Crawford, Delta, Hotchkiss, Orchard City and Paonia and to increase the standard of living for all residents through retention, expansion, attraction, and development of new businesses and industry that pay a livable wage and to encourage commercial capital investments. Specifically, this purpose includes the promotion of workforce enhancement, agriculture and agriculture related enhancement, commercial and manufacturing enhancement, education and business development and collaboration with our partners to achieve economic diversification and resilience. A tertiary purpose is to increase the amount of private investment to lessen the burden on local governments in promoting economic development. In particular, the Corporation is organized as a non-profit corporation pursuant to the provisions of Section 501(c)(3) of the United States Internal

Revenue Code. The Corporation is not formed for any pecuniary or financial gain and no part of its assets, income or profit of the Corporation shall be distributable to, or inure to the benefit of the Directors and Officers of the Corporation except to the extent permitted by the not-for-profit corporation laws of the State of Colorado and the United States Internal Revenue Service. The Corporation shall not discriminate against any person on the grounds or race, color, creed, national origin, sex or disability.

ARTICLE IV

ADDRESS

The name and address of the original incorporator is: Kevi  
n McMullan, 715 Willow Wood Lane, Delta, Colorado 81416.

The name and address of the amender to the original incorporation is: Bradley Harding, 150 Gunnison  
River Dr.,  
Delta, CO 81416

The current registered office and registered agent are: Registered Agent: Tom Huerkamp

Address of Registered Office:  
Delta Area Development, Inc.  
122 W. Third  
Street Delta,  
CO  
81  
416

ARTICLE V

The Articles of Incorporation shall be amended to read (as of June 15, 2020):

REGULATION OF AFFAIRS

A. The members of the Corporation shall be those individuals who subscribe to the purposes and basic policies of the Corporation and who evidence such compliance by subscribing thereto in writing as provided by the Board of Directors. Members must reside, work or conduct business in Delta County and its environs. Membership in the Corporation shall be available

without regard to race, color, creed, national origin, sex, sexual orientation or disability.

B. The first Board of Directors shall promptly adopt the Bylaws of this Corporation, which Bylaws, among its other provisions, shall prescribe the number of Directors, not fewer than three, to constitute the Board of Directors.

C. Except as provided above for the initial Board members, each Director shall serve for a term of three (3) years or until a successor is elected. Any vacancies in the Board of Directors shall be filled as provided by the Bylaws of the Corporation. ~~The Board of Directors shall elect the successor Directors as provided by the Bylaws.~~ Nothing shall prohibit a member of the Board of Directors from serving successive terms.

D. The Board of Directors shall be responsible for the direction and conduct of the affairs of the Corporation, including

(1) its effectiveness in meeting the chartered purposes; (2) its adequacy of financing; (3) the validation of its objectives and activities to its contributors and beneficiaries; and (4) its cooperation with other agencies which are active in the same or related fields and with tax supported and private organizations.

## ARTICLE VI

### POWERS

The Corporation shall have all the powers, not inconsistent with the express provisions of these Articles of Incorporation, which are granted corporations under the laws of the State of Colorado and pursuant to the Colorado Non-Profit Corporation Act as now enacted or as hereinafter amended, including without limitation;

(1) the power to adopt and amend the Bylaws; (2) the power to amend these Articles of Incorporation; and (3) the power to indemnify any Director or Officer of the Corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by him in court or otherwise, by reason of his being or having been such Director or Officer. This provision, however, shall not relieve a Director or Officer from acts of negligence or misconduct in the performance of duty.

Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in the furtherance of the exempt purposes of organizations set forth in



Subsection 501(c)(3) of the Internal Revenue code of 1954, as now enacted and amended, under which the Corporation chooses to qualify for exemption, as the same now exists or may hereinafter be amended from time to time. At no time shall the Corporation engage, otherwise than as an insubstantial part of its activities, in activities which, in themselves, are not in furtherance of one or more exempt purposes. The Corporation shall not amend these Articles of Incorporation in any way which would permit the Corporation to pursue activities which are not exclusively for the purposes set forth in Article III above and no amendment of these Articles of Incorporation may be made which would allow the Corporation to use any income or assets for purposes which are not exclusively for the same enumerated purposes.

#### ARTICLE VII DISSOLUTION

In the event of the dissolution of this Corporation, for whatever cause, the Board of Directors shall liquidate the Corporation by disposing of such assets as may be necessary to pay its obligations, and shall thereafter apply all the remaining assets to such exclusively charitable purposes as set forth in Article III above as may be determined by the Board of Directors, or to state or local governments for public purposes, or to organizations for exclusively charitable and other enumerated purposes as set forth in Article III above. The Board of Directors is authorized to make, through its proper officers, all necessary or proper deeds of conveyance, bills of sale, and other legal instruments to vest title to the corporate properties in the officials or bodies conducting the undertakings which are to receive such bounties. In no event, however, shall any corporate properties, net income or assets be delivered to any corporate director, committee, board, fund, foundation, institution or person which would cause such properties, net income or assets to inure either directly or indirectly to the benefit of any member, director or individual having a personal or private interest in the activities of this Corporation. The assets shall be used or distributed exclusively for purposes within the intent and contemplation of Subsection 501(c)(3) of the Internal Revenue Code as the same now exists or as it may be amended from time to time.

#### ARTICLE VIII

##### DIRECTORS

The Directors of the Corporation shall not be less than

three nor more than nine. Each Director shall be a resident of Delta County, Colorado, and a member of the Corporation. Each member of the initial Board of Directors shall serve for a term of one, two or three years as set forth below. Thereafter Directors shall serve for a term of three years. The number of directors constituting the initial Board of Directors shall be eleven. The names and addresses of the persons who are to serve as Directors until the first meeting of the Corporation or until their successors are elected are:

Kevin McMullan  
715 Willow Wood Lane  
Delta, CO 81416

John Welfelt  
2259 H 75 Road  
Delta, CO 81416

Karen O'Brien  
1779 Clearview Drive  
Delta, CO 81416

The Articles of Incorporation shall be amended to read (as of 1/08/2009:

The Directors of the Corporation shall not be less than three nor more than fourteen. Each Director must reside, work or conduct business in Delta County and its environs, and a member of the Corporation. Membership in the Corporation shall be available without regard to race, color, creed, national origin, sex, sexual orientation or disability. Each member of the Board of Directors shall serve for a term of three years. The number of directors constituting the Board of Directors shall be expanded to fourteen. Tax-collecting entities within Delta County, Colorado, who contribute over \$5,000 per year in financial assistance to Delta Area Development, Inc. shall have a seat on the Board of Directors, should they so desire. At the time of this amendment, the tax- collecting entities providing over \$5,000 per year in financial assistance to Delta Area Development, Inc. are:

City of Delta  
PO Box 19  
Delta, CO 81416

Delta County  
501 Palmer Street, #227  
Delta, CO 81416

Delta County Memorial  
Hospital 1501 E. 3<sup>rd</sup>  
Street  
Delta, CO 81416

The Articles of Incorporation shall be amended to read (as of

June 15, 2020):

The Board of Directors shall consist of a minimum of three (3) members and no more than twenty-six (26) members of the Corporation.

a. Municipal Directors: The elected governing bodies of the municipal and county governments of Delta County (as listed below), provided they are investing members of the Corporation as agreed upon in an Intergovernmental Agreement, shall be entitled to designate an elected official or paid-staff member to be a voting member of the Corporation's Board of Directors. Only one (1) may be designated from each of the government bodies listed below:

1. Delta County, Board of Commissioners
2. Town of Cedaredge, Board of Trustees
3. Town of Crawford, Town Council
4. City of Delta, City Council
5. Town of Hotchkiss, Town Council
6. Town of Orchard City, Board of Trustees
7. Town of Paonia, Board of Trustees

The Corporation shall have no more than seven (7) seats occupied by the above governing bodies. The defined government bodies may appoint either an elected official or paid-staff member as a proxy to represent their entity on the Corporation's Board of Directors.

Inasmuch as the representative of the county and municipalities are appointed because of their representative capacity, in the event any such Director ceases to be the designated representative of the agency who appointed such Director, such person's membership on the Board of Directors shall terminate.

b. Entity Directors: The following entities, who invest in the Corporation in the amounts determined by the Board of Directors, shall each have one (1) voting member represented on the Board of Directors:

1. Delta Montrose Electric Association
2. Delta County Hospital District

3. Delta County Library District
4. Delta County School District

c. Chamber of Commerce Directors: Towns or regions that have formal chambers or entities participating in economic development and are members making cash investments in the Corporation, in an amount at least in the minimum eligible level to become Board members, may appoint one representative per community to become a voting member of the Corporation's Board of Directors. The Corporation shall have no more than six (6) seats occupied by the above entities.

d. Elected Business Directors: The Corporation shall have seven (7) seats available for Delta County businesses, who are current voting members of the Corporation. The business members of the Board of Directors will be elected by the eligible business voting members of the Corporation. At least one (1) business will represent agriculture. a. As set forth in the Amended and Restated Articles of Incorporation, the initial business members of the Board of Directors will serve staggered terms with one (1) director serving for one (1) year, three (3) directors serving for two (2) years, and three (3) directors serving for three (3) years. Thereafter, business members shall be elected to three (3) year terms and shall take office immediately following their election. The initial business members of the Board of Directors will serve staggered terms with one (1) director serving for one (1) year, three (3) directors serving for two (2) years, and three (3) directors serving for three (3) years. Thereafter, business members shall be elected to three (3) year terms and shall take office immediately following their election.

e. Ex-Officio Members: The immediate past President of the Board of Directors shall be a voting member of the Board for one (1) year. This one-year term does not count toward the required one-year absence from the Board of Directors. The Board of Directors can appoint additional non-voting ex-officio members to provide advice and expertise as needed.

g. No business or public entity may have more than one (1) voting member at a time. In the event that a seated Director changes jobs and his/her employer has an existing seat on the Corporations' Board of Directors, the Director will submit his/her resignation within thirty (30) days of the change. Should that Director hold an office within the Corporation, the Director shall remain in

place through the term of the office.

h. Should a Director's employment status change during their three (3)-year term, the Nominating Committee shall evaluate the Director's circumstances and make a recommendation to the Executive Committee concerning the Director's ongoing participation.

i. A Director may serve not more than three (3) consecutive three (3)-year terms and may be re-elected after a one (1) year absence from the Board of Directors.

**IN WITNESS WHEREOF**, I hereunto subscribe my name this 20<sup>th</sup> day of September, 1995.

Kevin McMullan (signature  
on file) Incorporator

STATE OF COLORADO )  
 ) ss.  
County of Delta )

I do hereby certify that Kevin McMullan personally know to me to be the person whose name is subscribed to the annexed and foregoing ARTICLES OF INCORPORATION has appeared before me this day in person and acknowledges that he signed, sealed and delivered said instrument in writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my 20th day of  
hand and notarial seal this

Sept., 1995 at Delta, Colorado. My commission expires: 11/28/

96

Marsha M. Thomas (signature  
on file) Notary Public

Address: 100 Stafford Lane  
Delta, CO 81416

The undersigned consents to the appointment as the initial registered agent of DELTA AREA DEVELOPMENT, INC., A NONPROFIT CORPORATION.

Karen O'Brien (signature  
on file) Registered  
Agent

STATE OF COLORADO )  
 )  
SS. COUNTY OF  
DELTA )

I do hereby certify that Karen O'Brien, personally know to me to be the person whose name is subscribed to the annexed and forgoing ARTICLES OF INCORPORATION, has appeared before me this day in person and acknowledges that she

signed, sealed and delivered said instrument in writing as her free and voluntary act, for the uses and purposes therein set forth.

Dated this 28<sup>th</sup> day of December, 1995. Witness my hand and official seal. My commission expires:  
12.27/97

Donna R. Widner (signature  
on file) Notary Public

**BYLAWS**  
**of**  
**ONE DELTA COUNTY an ECONOMIC ALLIANCE**  
**Delta County, Colorado**

Adopted \_\_\_\_\_, 2020

**ARTICLE I**  
**Office**

The principal office of One Delta County an Economic Alliance, henceforth referred to as “the Corporation,” shall be located in the County of Delta, at such place as may from time to time be determined by the Board of Directors.

**ARTICLE II**  
**Purpose**

The Purpose of the Corporation is to promote, strengthen and enhance Delta County's economic base including the towns and municipalities of Cedaredge, Crawford, Delta, Hotchkiss, Orchard City and Paonia and to increase the standard of living for all residents through retention, expansion, attraction, and development of new businesses and industry that pay a livable wage and to encourage commercial capital investments. Specifically, this purpose includes the promotion of workforce enhancement, agriculture and agriculture related enhancement, commercial and manufacturing enhancement, education and business development and collaboration with our partners to achieve economic diversification and resilience. A tertiary purpose is to increase the amount of private investment to lessen the burden on local governments in promoting economic development.

**ARTICLE III**  
**Organization**

The Corporation is organized as a not-for-profit corporation pursuant to the provisions of Sections 501(c) of the United States Internal Revenue Code. It shall be operated exclusively for charitable, economic development and educational purposes, all within the meaning of, and as contemplated and permitted by, Section 501(c)(3) of the Internal Revenue Code of 1986 as amended. The Corporation shall have and may exercise all powers that are afforded the Corporation by the Colorado Revised Nonprofit Corporation Act, as amended and by any future laws amendatory thereof and supplementary thereto, provided however, that the Corporation shall not carry on any activity not permitted to be carried on by the Corporation that is exempt from federal income tax under Section 501(a) of the Code. The Corporation shall operate in a totally autonomous fashion with a separate Board of Directors, bylaws, policies, staff and funding. The Corporation shall not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates. The Corporation shall not discriminate against any person on the grounds of race, color, creed, national origin, sex or disability.



## ARTICLE IV Membership

### IV.1 Voting Members

The voting members shall be comprised of the individuals and entities who shall have invested at least the minimum annual dollar amount established by the board of directors in the Corporation. The voting power of the membership shall vest solely in and be limited to the voting members. Each member shall be entitled to one (1) vote in regard to all matters coming before the membership. Any individual who subscribes to the purpose and basic policies of the Corporation may become an investor in the Corporation, subject only to compliance with the provisions of the Corporation's bylaws and policies. The Corporation shall conduct enrollment of investors as specified by the Board of Directors. Only investors in good standing of the Corporation, as provided by the bylaws and policies, shall be eligible to participate in its business meetings, or to serve in any of its elective or appointive positions.

### IV.2 Voting Qualifications

Any voting member who is not an individual, such as a partnership, corporation, limited liability company, government entity or public entity (each an "**Entity**") shall designate a single individual as the designated voter to represent the interests of the voting member (the "**Voting Designee**") and that designated voter will be recognized as the representative of the voting member, until such time as the Corporation is notified in writing of any change of this designation. Voting privileges shall be non-transferable and non-assessable and shall revert to the Corporation upon the death or resignation of such voting member. Notwithstanding the foregoing, in the event such voting member is an Entity, voting privileges shall revert to the Corporation upon the reorganization, dissolution, winding up, bankruptcy or change in control of such Entity, as determined by the Board of Directors in their sole discretion. Cumulative voting is not permitted.

### IV.3 Meetings of Members

Special meetings of the members of the Corporation may be called by the President, the Executive Committee, or a simple majority of the Board of Directors or by a petition signed by twenty-five percent (25%) of the voting members.

### IV.4 Annual Meeting

The annual meeting of the members of the Corporation shall be held within the County of Delta, Colorado. The time and place of the annual meeting of the Corporation shall be determined by the Board of Directors.

### IV.5 Notice

Notice of the time and place of all membership meetings shall be (a) by personally delivering written notice to a member of the Corporation; (b) by personally telephoning such member of the Corporation or in the case of a member that is an Entity, the Designee; or (c) by electronic mail, such notice shall be given at least ten (10) days prior to the meeting. The notice of all meetings shall state the place, date and hour thereof, but need not, state the purpose or purposes thereof.

**IV.6 Proxies**

A member may vote by email ballot or may be represented by a proxy properly executed by the member assigning their rights to another voting member and in a format approved by the Board of Directors. Ballots will be mailed out by the Corporation at least fourteen (14) days prior to the annual meeting. Ballots are to be returned by the member no later than three (3) days prior to the annual meeting.

**IV.7 Place of Meeting**

The Board of Directors may designate any place within the County of Delta, as the meeting place for the annual meeting or for any special meeting of the voting members. If no designation is made or if a special meeting shall be called, other than by the Board of Directors, the place of meeting shall be the principal office of the Corporation.

**IV.8 Quorum**

A majority of the members present at the meeting who are entitled to vote shall constitute a quorum at any meeting of the voting members. The voting membership present at the duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough voting members to leave less than a quorum. If a quorum is present, the affirmative vote of a majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless the vote of a greater number is required by law or the Articles of Incorporation.

**ARTICLE V  
BOARD OF DIRECTORS**

**V.1 Duties of Directors**

The Board of Directors shall perform duties as follows:

- a. Determine purpose and goals for the Corporation with approval of members.
- b. Review policy and adopt strategic plan, annual action plan and monitor progress for the Corporation.
- c. Employ, terminate and monitor performance of the Executive Director.
- d. Conduct fund raising for the Corporation.
- e. The Board of Directors shall have all powers as specified by law to administer, govern and control the Corporation, including financial administration.
- f. The board receives no compensation other than reasonable expenses.

**V.2 Number and Tenure**

The Board of Directors shall consist of a minimum of three (3) members and no more than twenty-six (26) members of the Corporation.

- a. Municipal Directors: The elected governing bodies of the municipal and county governments of Delta County (as listed below), provided they are investing members of the Corporation as agreed upon

in an Intergovernmental Agreement, shall be entitled to designate an elected official or paid-staff member to be a voting member of the Corporation’s Board of Directors. Only one (1) may be designated from each of the government bodies listed below:

1. Delta County, Board of Commissioners
2. Town of Cedaredge, Board of Trustees
3. Town of Crawford, Town Council
4. City of Delta, City Council
5. Town of Hotchkiss, Town Council
6. Town of Orchard City, Board of Trustees
7. Town of Paonia, Board of Trustees

The Corporation shall have no more than seven (7) seats occupied by the above governing bodies. The defined government bodies may appoint either an elected official or paid-staff member as a proxy to represent their entity on the Corporation’s Board of Directors.

Inasmuch as the representative of the county and municipalities are appointed because of their representative capacity, in the event any such Director ceases to be the designated representative of the agency who appointed such Director, such person's membership on the Board of Directors shall terminate.

b. Entity Directors: The following entities, who invest in the Corporation in the amounts determined by the Board of Directors, shall each have one (1) voting member represented on the Board of Directors:

1. Delta Montrose Electric Association
2. Delta County Hospital District
3. Delta County Library District
4. Delta County School District

c. Chamber of Commerce Directors: Towns or regions that have formal chambers or entities participating in economic development and are members making cash investments in the Corporation, in an amount at least in the minimum eligible level to become Board members, may appoint one representative per community to become a voting member of the Corporation’s Board of Directors. The Corporation shall have no more than six (6) seats occupied by the above entities.

d. Elected Business Directors: The Corporation shall have seven (7) seats available for Delta County businesses, who are current voting members of the Corporation. The business members of the Board of Directors will be elected by the eligible business voting members of the Corporation. At least one (1) business will represent agriculture.

e. Past President: The immediate past President of the Board of Directors shall be a voting member of the Board for one (1) year. This one-year term does not count toward the required one-year absence from the Board of Directors.

f. Ex-Officio Members: The Board of Directors can appoint additional non-voting ex-officio members to provide advice and expertise as needed.

g. As set forth in the Amended and Restated Articles of Incorporation, the initial business members of the Board of Directors will serve staggered terms with one (1) director serving for one (1) year, three (3) directors serving for two (2) years, and three (3) directors serving for three (3) years. Thereafter, business members shall be elected to three (3) year terms and shall take office immediately following their election.

h. No business or organization Board member may have more than one (1) voting member at a time. In the event that a seated Director changes jobs and his/her employer has an existing seat on the Corporations' Board of Directors, the Director will submit his/her resignation within thirty (30) days of the change. Should that Director hold an office within the Corporation, the Director shall remain in place through the term of the office.

i. Should a Business Director's employment status change during their three (3)-year term, the Nominating Committee shall evaluate the Director's circumstances and make a recommendation to the Executive Committee concerning the Director's ongoing participation.

j. A Director may serve no more than three (3) consecutive three (3)-year terms and may be re-elected after a one (1) year absence from the Board of Directors.

**V.3 Qualifications of Directors**

Directors shall be citizens of the United States, age twenty-one (21) or over, with a significant business interest in Delta County or a member or employee of a Corporation who is a member. The voting designee of a member shall be considered as a member for the purpose of qualifying to be elected to the Board of Directors. Prior to taking office, all Directors must agree in writing to adhere to the Bylaws, Policies and other required documents of the Corporation.

**V.4 Nominating Committee**

There shall be a Nominating Committee composed of at least three (3) members of the Elected Business Board of Directors who shall be selected by the Elected Business Directors to nominate business owners for election. Nominating Committee members shall take into account skillsets, industry representation, and investor level when making nominations. The Nominating Committee shall nominate at least one (1) eligible person for each vacancy on the Board of Directors and shall report its nominees at a regular meeting of the Board of Directors. Only those persons who have signed their consent to serve, if elected, shall be nominated. Those persons receiving the greatest number of votes from other business

members shall be elected to the Board of Directors. Directors so elected shall take office at the monthly meeting following their election.

**V.5 Vacancies of Board of Directors**

a. Business Directors: A vacancy occurring in any office or of a Business Directors shall be filled for the unexpired term by a person appointed by a majority vote of the remaining Business Directors. The appointed Business Director may fill the position only until the expiration of the term of the person he/she replaces. The appointed Business Director may be eligible to be nominated for election at the next regular election if the appointed Business Director meets all requirements to be a member of the Board of Directors.

b. Organization Directors: A vacancy occurring in any office or on the Board of Directors due to an individual no longer associated with an organizational member shall resort back to the organizational member who may appoint a person to fill the Board of Director position until the next regular election of the Board of Directors.

**V.6 Regular Meetings**

A regular meeting of the Board of Directors shall be held without notice immediately after, and at the same place as, the annual membership meeting. The Board of Directors may provide, by resolution, the time and place, within the County of Delta for the holding of other regular meetings.

**V.7 Special Meetings**

Special meetings may be called by the Secretary upon request of the President, Vice President, or upon request by a majority of the members of the Board of Directors, presented in writing to the Secretary.

**V.8 Notice of Meetings**

Notice of the time and place of regular or special Board of Directors meetings shall be delivered electronically, personally, or by depositing in the U.S. mail at least three (3) days prior to said meeting. Such notices will state the date, time, and place of such meeting.

**V.9 Quorum**

A majority of the existing and duly elected and voting Directors shall constitute a quorum.

**V.10 Manner of Acting**

The act of the majority of Directors present at the meeting at which a quorum is present shall be the act of the Board of Directors. In the event a quorum is not present, the Directors attending the meeting may act and if the minutes of the meeting are subsequently ratified in writing by a sufficient number of the absent Directors to constitute a quorum then, and in that event, it shall be considered a quorum was present and the actions taken by the Directors as recorded in the minutes shall be as valid as if the ratifying absent Directors had been present at the meeting.

**V.11 Presumption of Agreement**

A Director who is present at a meeting at which action is taken on a corporate matter shall be presumed to have agreed to the decision reached unless they shall request that their dissent be entered in the minutes of the meeting or files their written dissent with the Secretary of the Corporation within two (2) days after the meeting adjourns. A director who has voted in favor of such action shall have no right to such dissent.

**V.12 Action by Board Without a Meeting**

Any action which could be taken at a meeting of the Board of Director may be taken without a meeting if a written consent setting for the action so taken is signed by each of the Directors. Such consent shall be inserted in the book as minutes of a Board of Directors meeting.

**V.13 Attendance**

Any Director who misses twenty-five percent (25%) of meetings without cause or without being excused by the Board of Directors at least one (1) hour prior to official meeting start time may be removed from office by a majority vote of the Board of Directors at large. If such member requests reinstatement within two (2) months, the Board of Directors may reinstate the seat in their sole discretion, though this provision may not be used for any member more than once per term.

**V.14 Removal**

A member of the Board of Directors or any officer may be removed from the Board of Directors or such office whenever in the judgment of the Board of Directors the best interest of the Corporation will be served by this action. A majority vote of the members of the Board of Directors at a regular or special meeting of the Board of Directors called for such purpose is required prior to the removal of any Director or officer of the Corporation.

**V.15 Resignation**

Any Director may resign at any time by delivering written notice to the President or Secretary, or to the registered office of the Corporation.

**V.16 Compensation**

Directors shall not receive any stated salaries for their service. By resolution, Directors may be paid for their expenses, if any, of attendance at each Director or committee meeting, or a fixed sum for attendance at each Director or committee meeting; but nothing herein shall be construed to preclude any Director from receiving compensation for services rendered to the Corporation.

**V.17 Loans**

No loans shall be made by the Corporation to any of its Directors or employees.

**V.18 Meetings by Conference Telephone**

Members of the Board of Directors may participate in a meeting by means of conference telephone or similar electronic means provided all persons participating in the meeting can hear each other and such participation shall constitute presence in person at the meeting.

**V.19 Committees**

Board of Directors’ Standing Committees include:

- a. Executive Committee: The Executive Committee shall provide in-depth oversight, counsel and financial guidance to the Board of Directors and will consist of:
  - 1. Five (5) officers of the Board of Directors
  - 2. One (1) Delta County designated Director
  - 3. One (1) City of Delta designated Director
  - 4. One (1) local government designated Director representing the Surface Creek area
  - 5. One (1) local government designated Director representing the North Fork Valley area
  - 6. One (1) business Director
  
- b. Ad Hoc and Special Committees: For the best execution of their powers and duties, the President of the Board of Directors may appoint, at their discretion, such ad hoc and special committees as may from time-to-time be deemed necessary for the advancement of the Corporation’s purposes.

**V.20 Robert’s Rules of Order**

All annual, regular, or special meetings of the Board of Directors shall be governed by Robert’s Rules of Order.

**ARTICLE VI  
OFFICERS**

**VI.1 Officers**

The officers of the Corporation shall consist of the President, Vice President, Immediate Past President, Secretary, and Treasurer, all of whom are elected to serve one (1) year or until their successors are duly elected and qualified. Elected government officials shall not serve as officers of the Corporation.

**VI.2 Election of Officers**

The officers shall be elected by the Board of Directors at a meeting held immediately after the Annual Meeting. The office of Secretary and Treasurer may be combined in one person, if so determined by the Board of Directors. Officers elected by the Board of Directors shall take office effective upon their election.

**VI.3 Removal from Office**

Any officer or agent elected or appointed by the Board of Directors may be removed upon presentation of good cause, including therein the showing of any adverse interest or action to the good of the Corporation, upon a majority vote of the Board of Directors at any regular or special meeting called for that purpose.

**VI.4 Resignation from Office**

Any officer may resign at any time by delivering written notice to the President or Secretary, or to the Board of Directors.

**VI.5 Vacancies**

A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be appointed by the Board of Directors for the unexpired portion of the term.

**ARTICLE VII  
Duties of Officers**

**VII.1 Duties of the President**

The President shall be the Chief Executive Officer of the Corporation and shall preside at all meetings of the Board of Directors, when present. The President shall provide direction to the Executive Director between board meetings. The President may sign all contracts, deeds and other instruments executed on behalf of the Corporation unless such power is otherwise delegated by the Board of Directors and shall perform such other duties as may be required by the laws of the State of Colorado, by these Bylaws and by the Board of Directors.

**VII.2 Duties of the Vice President**

In the absence or disability of the President, the Vice President shall possess all the powers and perform all of the duties of the President.

**VII.3 Duties of the Treasurer**

The Treasurer shall provide oversight and guidance to the Executive Director to ensure that a full and accurate accounting of all financial matters is being accurately and currently maintained digitally and being backed up off premise. The Treasurer shall have signature authority on all bank accounts or instruments of credit and shall review and approve a financial report annually to the membership at the Annual Meeting and arrange for reports as may be requested by the Board of Directors. The Treasurer shall ensure disbursements are made in accordance with the approved budget, as authorized by the Board of Directors, and provide an end of month balance sheet, profit and loss statement and a year-to-date, budget-to-actual report.

**VII.4 Duties of the Secretary**

The Secretary shall provide oversight and guidance to staff to ensure proper recording and filing of the minutes of all meetings of the Corporation and of the Board of Directors. The Secretary shall have charge of the seal of incorporation; and shall perform such other duties as may be delegated to such person.

**ARTICLE VIII  
EXECUTIVE DIRECTOR AND STAFF**



**VIII.1 Duties of the Executive Director**

The Executive Director (ED) is the primary full-time staff position of the Corporation and is responsible for administering the programs of the Corporation. The ED is accountable to the Board of Directors and shall work closely with the board to fulfill its objectives. The ED, as authorized by the board's fiscal policy, shall sign checks and enter into agreements with the approval of the Board of Directors, which are necessary to carry out the objectives of the Corporation. The ED may hire other staff members as the Board of Directors authorizes. The ED shall be an ex-officio member of the Board of Directors. The ED shall not be entitled to vote but shall be entitled to notice of and attendance at meetings, except those portions of a meeting at which matters directly relating to the ED are discussed.

**VIII.2 Other Staff**

All other staff shall be supervised by and accountable to the Executive Director.

**ARTICLE IX  
BOOKS AND RECORDS**

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board of Directors, and such other records as may be necessary or advisable or as required by law at the registered or principal office of the Corporation. All books and records of the Corporation may be inspected by a Director for any proper purpose at any reasonable time, upon reasonable notice to the Secretary of the Corporation.

**ARTICLE X  
FINANCES**

**X.1 Fiscal Year**

The fiscal year of the Corporation shall be January 1 thru December 31.

**X.2 Budget**

The Board of Directors shall prepare and adopt a budget to present to members at the Annual Meeting. The budget may be amended at any time with the Board of Directors' approval.

**X.3 Fiscal Policy**

The Board of Directors shall adopt and from time to time review a fiscal policy setting out a formal procedure that shall govern internal controls; the signing of checks; the obligation of funds; approval of contracts, leases, deeds and mortgages; and other significant aspects of the Corporation's fiscal operation. The Board of Directors or Executive Director may accept on behalf of the Corporation any contribution, gift, bequest or device as may be consistent with the established purpose of the Corporation and may be permitted by any applicable local, state or federal law. The fiscal policy shall assure that the Corporation shall have sound financial controls that are appropriate, under generally accepted accounting principles, to its size and purpose.

**ARTICLE XI  
INDEMNIFICATION**

**XI.1 Agreement to Indemnify**

Any person (including the heirs, executors, and administrators of such person) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the Corporation to procure a judgment in its favor), by reason of the fact that (a) he/she is or was a director or officer of the Corporation or (b) he/she is or was a director or officer of the Corporation and is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation, if, as to the extent authorized by the laws of the State of Colorado, against expenses (including attorneys' fees), judgments, fines and amount paid in settlement actually and reasonably incurred by him in connection with the defense of settlement of such action, suit or proceeding. The Corporation may indemnify any person (including heirs, executors or administrators of such person) who is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise to the extent and under the circumstances provided by the foregoing sentence. The indemnification provided by this Article and by the laws of the State of Colorado shall be deemed exclusive of any other rights which any person indemnified may be entitled under any bylaws, agreement, vote of members or disinterested directors or otherwise.

**XI.2 Liability Insurance**

To the extent permitted by the Colorado Corporation Code, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in such capacity or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability under the provisions of the Colorado Corporation Code.

**ARTICLE XII  
AMENDMENTS**

These Bylaws may be amended by a majority vote of the Board of Directors. No amendments shall be voted on at a meeting at which it is proposed but shall lie over until the next succeeding meeting of the Board of Directors.

Approved by the Board of Directors the day first written above.

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President / Date

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Vice President / Date

# One Delta County

## An Economic Alliance

### 12 Month Strategic Plan

#### Who we are:

We are a partnership of businesses, local governments, service providers, and Chambers focused on improving the economy in Delta County.

#### Purpose:

The Purpose of One Delta County is to promote, strengthen and enhance Delta County's economic base including the towns and municipalities of Cedaredge, Crawford, Delta, Hotchkiss, Orchard City and Paonia and to increase the standard of living for all residents through retention, expansion, attraction, and development of new businesses and industry that pay a livable wage and to encourage commercial capital investments.

Specifically, this purpose includes the promotion of workforce enhancement, agriculture and agriculture related enhancement, commercial and manufacturing enhancement, education and business development and collaboration with our partners to achieve economic diversification and resilience.

A tertiary purpose is to increase the amount of private investment to lessen the burden on local governments in promoting economic development.

#### Program Goals & Focus for 2020-2021

→ **Operations: Establish clear roles and responsibilities to ensure the day to day management of One Delta County is accountable to all partners.**

To ensure transparent operations we need to:

1. Develop clear Vision, Mission, Strategic Plan, Program/Service definition
2. Accurate financial management
3. Clear marketing, branding, advertising strategy
4. Build funding base
5. Active & Engaged Board
6. Develop a Leads management system

→ **Business Growth and Retention: support expanding business. Expanding businesses will help retain existing jobs and create new jobs. Focus on local businesses with growth potential, at risk, and with the potential to create livable wage jobs.**

To support business growth we need to:

1. Identify existing businesses that are ready to grow or at risk of moving or closing.
2. Better understand the needs of existing businesses
3. Establish programming and services to support these businesses if gaps, partner and coordinate with other providers (SBDC, ENGAGE)
4. Connect industry clusters and increase opportunities for business to business coordination.

→ **Business Attraction: Actively pursue attracting businesses that will create new jobs that pay livable wages.**

To support business attraction we need to:

1. Gather data on industries that are a good fit for Delta
2. Respond quickly to leads and inquiries
3. Target industries identified by data (cluster study)

→ **Education & Leadership Development: Education of the Board of Directors, local leadership, and businesses on the value and importance of economic development.**

To educate our partners we need to:

1. Engaged Board of Directors
2. Educate all interests on economic conditions of County
3. Gather data on tangible and intangible benefits of economic development

→ **Communication & Collaboration: Provide a forum for increased communication between all partners which in turn will help to foster opportunities for collaboration.**

To foster collaboration we need to:

1. Engaged local government, non profits service providers, business community regularly.

## START UP WORK PLAN

Immediate Priority	Next Priority	Third Priority	Support but not lead
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Goal:	Tasks	Subtasks	Lead	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
<b>Operation Plan Priority #1</b>															
	Organizational Overview	<ul style="list-style-type: none"> <li>● Vision, Mission, Goals</li> <li>● Bylaws</li> <li>● Strategic Plan</li> <li>● Definition of Services</li> <li>● Marketing of Services</li> <li>● Defining Audience</li> <li>● Incentives available (BR &amp; BE)</li> <li>● Onboarding documents                             <ul style="list-style-type: none"> <li>○ Member benefits</li> <li>○ Structure</li> <li>○ Diversity</li> <li>○ Strengths at the table</li> <li>○ Member of org vs board member</li> <li>○ How to become member</li> </ul> </li> <li>● Code of ethics</li> </ul>	Tran. Team BOD/Exec.  Supported by: County/Region 10												
	<ul style="list-style-type: none"> <li>● Board Establishment</li> </ul>	<ul style="list-style-type: none"> <li>● Education &amp; outreach to governments, service providers, chambers, existing investors, business community</li> <li>● IGA a</li> <li>● pproval &amp; Government appointees</li> <li>● Service provider appointees</li> <li>● Chamber</li> <li>● Business Nomination Process and selection</li> </ul>	Parnters												

	<ul style="list-style-type: none"> <li>Financial Management</li> </ul>	<ul style="list-style-type: none"> <li>Invoicing, collecting checks, accounting</li> <li>QB</li> <li>Bank services</li> <li>Maintaining 501 C3 status, 990, etc.</li> </ul>	BOD/Exec												
	Staff/PM	<ul style="list-style-type: none"> <li>Job Desc.</li> <li>Hiring Process</li> <li>Salary, benefits</li> <li>Work expectations</li> <li>Meetings schedules</li> <li>Management- review/PIP</li> <li>One on One</li> <li>Supervision</li> <li>Goals</li> <li>Office/Phone</li> </ul>	County/BOD												
	Identify and establish committees to support PM in business growth & Retention	<ul style="list-style-type: none"> <li>Executive Committee</li> <li>Business Growth Retention Committee</li> <li>Strike Team</li> <li>Business Attraction Committee</li> <li>Fundraising/Membership</li> <li>Events</li> </ul>	BOD												
	Board Management	<ul style="list-style-type: none"> <li>Meetings</li> <li>Minutes</li> <li>Calendar management/Scheduling</li> <li>Onboarding (paperwork)</li> <li>Expectations</li> <li>Roles/Responsibilities</li> <li>Terms</li> <li>Elections /Appointment</li> </ul>	PM, BOD												
	Build Membership	<ul style="list-style-type: none"> <li>Managing Membership</li> <li>Membership Structure</li> <li>Recruitment</li> </ul>	Memb/Fund Comm												
	Fundraising/Initial & Ongoing	<ul style="list-style-type: none"> <li>Building Membership Biz Development</li> <li>Grant Writing</li> </ul>	Memb/Fund Comm												

			Supported by: PM													
	Marketing, Brand, Advertising	<ul style="list-style-type: none"> <li>Website</li> <li>Logo, Name</li> <li>Social Media</li> <li>Newsletters</li> <li>Contact Information</li> <li>Opportunity Zone Work</li> </ul>	PM, Ex. Com.													
	Leads	<ul style="list-style-type: none"> <li>Establish leads management system</li> <li>Develop data and info packets</li> <li>Determine protocol for how conf. leads will be handled?</li> <li>CRM software?</li> <li>Confidentiality (help make incoming business leads to be non-partisan)</li> </ul>	Strike Team, PM													

**Business Growth & Retention:**

Goal:	Tasks	Subtasks	Lead	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
<b>Identify Growth Potential/Retention Businesses</b>															
	<ul style="list-style-type: none"> <li>Establish an early warning system to identify at risk companies that may layoff, shutdown, or relocate.</li> </ul>		PM, Strike Team												
		<ul style="list-style-type: none"> <li>Survey existing businesses and identify existing business geared for growth, at risk of closing/relocating.</li> </ul>	PM, ENGAGE, Strike Team												
		<ul style="list-style-type: none"> <li>Identify needed tools/resources that can be offered by the Strike Team.</li> </ul>	PM, Strike Team, ENGAGE, Region 10												

	<ul style="list-style-type: none"> <li>Map businesses and business sector to assist with cluster identification</li> </ul>	<ul style="list-style-type: none"> <li>Identify sources of information (chambers, city sales tax, state sales tax, CSU)</li> <li>Conduct a survey</li> <li>Create a database and update schedule</li> </ul>	PM											
<b>Understand needs of existing businesses</b>														
	<ul style="list-style-type: none"> <li>Engage with businesses to assess needs and opportunities</li> </ul>	<ul style="list-style-type: none"> <li>Meet with current investors</li> <li>Identify and target livable wage employers</li> <li>Overlaps with Identification of Businesses above</li> <li>Develop targeted questions to gather similar data on all businesses</li> <li>Develop a database for tracking</li> </ul>	PM, Engage											
	<ul style="list-style-type: none"> <li>Create a business resource guide</li> </ul>		PM, BGR Committee, R10, Engage, Chambers											
		<ul style="list-style-type: none"> <li>Map existing programs “one stop shop” with R10/SBDC/ENGAGE</li> <li>Internal document as well as an external resources.</li> </ul>												
	<ul style="list-style-type: none"> <li>Identify Service gaps between existing programs and identified business needs</li> </ul>	<ul style="list-style-type: none"> <li>Work with One Stop Shop Committee</li> <li>Identify barriers to info sharing and work to remove</li> <li>Create connections, networking with partners</li> </ul>	PM, R10, ENGAGE, Chambers, Munis											
	<ul style="list-style-type: none"> <li>Connect businesses to resources</li> </ul>		PM, ENGAGE, R10, Chambers, County, Munis											
	<ul style="list-style-type: none"> <li>Advocate for policy solutions to address business needs with</li> </ul>		PM, BOD											



	local/state/federal government																
<b>Support existing business in growth and retention</b>																	
	<ul style="list-style-type: none"> <li>Evaluate existing mentor networks and expand to bring in additional expertise/capacity to meet current business needs</li> </ul>		ENGAGE ; SBDC														
	<ul style="list-style-type: none"> <li>Connect growth/retention businesses with mentors</li> </ul>		ENGAGE ; SBDC														
	<ul style="list-style-type: none"> <li>Work with Region 10 and SBDC to bring more classes to Delta County to address specific business needs</li> </ul>		ENGAGE, Chambers, SBDC														
<b>Connect industry clusters and increase business to business</b>																	
	<ul style="list-style-type: none"> <li>Develop business to business leads program</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing work of Opportunity Zone Committee</li> </ul>	PM, ENGAGE														
	<ul style="list-style-type: none"> <li>Identify supply chain needs of existing business and identify local/regional suppliers</li> </ul>		PM, ENGAGE														
	<ul style="list-style-type: none"> <li>Identify businesses that do not have a long term divestment plan and work to develop strategies to retain that business (Employee Owned Corps, leasing of ag operations to young</li> </ul>		PM, ENGAGE														

	farmers/ranchers, etc)																	
<ul style="list-style-type: none"> <li>Business needs could include <ul style="list-style-type: none"> <li>Access to capital</li> <li>Access to markets</li> <li>Reducing Red tape</li> <li>Workforce Development</li> <li>Efficiency Improvements</li> <li>Improve clusters—business to business solutions</li> </ul> </li> </ul>																		

**Business Attraction:**

Goal:	Tasks	Subtasks	Lead	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Marc
<b>Gather data on industries and businesses that One Delta County will actively pursue</b>															
	<ul style="list-style-type: none"> <li>Invest in or create a leads management system</li> </ul>		PM												
	<ul style="list-style-type: none"> <li>Educate One Delta County on available resources for economic development including incentives</li> </ul>		PM, R10, County, Munis, OEDIT												
	<ul style="list-style-type: none"> <li>Engage with OEDIT and become active in their business recruitment leads program.</li> </ul>		PM												
	<ul style="list-style-type: none"> <li>Develop a commercial land inventory, and a system to keep the</li> </ul>		PM- w/ board committee												

	inventory updated and current.																	
	<ul style="list-style-type: none"> <li>Gather data on local housing markets including vacancy rates for rentals, average rents, average cost of home ownership, etc.</li> </ul>		PM/Individual Munis/DBOR/Housing Authority															
<b>Respond quickly to Leads and Inquiries</b>																		
	<ul style="list-style-type: none"> <li>Develop a STRIKE Team: Realtor, Attorney, Business Lead, Banker/Investor to serve as point of contact for any business lead or inquiry.</li> </ul>	<ul style="list-style-type: none"> <li>Build on Opportunity Zone Work</li> </ul>	BOD															
	<ul style="list-style-type: none"> <li>Develop a recruitment package</li> </ul>	<ul style="list-style-type: none"> <li>Build on Opportunity Zone Prospectus</li> </ul>	PM/County/Munis															
		<ul style="list-style-type: none"> <li>Consolidate websites into a single marketing/promotions website that acts as a portal to all organizations and communities (westernlivingcolorado.com)</li> </ul>	PM, County, Chambers, Munis															
		<ul style="list-style-type: none"> <li>Develop printable materials that can be handed to recruits or inquiries</li> </ul>	PM, County PIO, Delta MD															
		<ul style="list-style-type: none"> <li>Use social media to both market Delta County and to promote the success of existing business, One Delta County, community projects, etc.</li> </ul>	PM, County PIO, Delta MD															
		<ul style="list-style-type: none"> <li>Develop a marketing plan that targets all media</li> </ul>	PM, County PIO, Delta MD															
<b>Recruit businesses out of industries identified in cluster study</b>																		

	<ul style="list-style-type: none"> <li>Identify trade shows to attend, and develop a team of participants for each show</li> </ul>		PM, BA Committee																
	<ul style="list-style-type: none"> <li>Connect growth/retention businesses with mentors</li> </ul>		PM, R10, SBDC, ENGAGE, Chambers																
	<ul style="list-style-type: none"> <li>Work with Region 10 and SBDC to bring more classes to Delta County to address specific business needs</li> </ul>		PM, ENGAGE, R10, Chambers																
<ul style="list-style-type: none"> <li>Current Industry Focus: <ul style="list-style-type: none"> <li>Value Added Food Manufacturing</li> <li>Hemp</li> <li>Small Manufacturing</li> <li>Energy Sector</li> <li>Health Care</li> </ul> </li> </ul>																			

**Education & Leadership Development:**

Goal:	Tasks	Subtasks	Lead	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
<b>Engaged Participants on the Board of Directors</b>															
	<ul style="list-style-type: none"> <li>Develop a Training Outline for the Board of Directors</li> </ul>		PM, R10, EDCC												
		<input type="checkbox"/> Onboarding training for new appointments	PM, Ex. Comm												
		<input type="checkbox"/> Annual training on roles, responsibilities, organization focus, work plan, goals, etc.	PM, R10, EDCC												


	<ul style="list-style-type: none"> <li>Align BOD members into committees they are most passionate about</li> </ul>		BOD													
<b>Educate all interests on economic conditions of the County</b>																
	<ul style="list-style-type: none"> <li>Economic Forecast Luncheon at least twice a year</li> </ul>		PM, County, Uncompahgre Dev, R10													
	<ul style="list-style-type: none"> <li>Develop an annual Economic Development Summit</li> </ul>		PM, Event Comm													
		<input type="checkbox"/> Partner with other entities such as Region 10, GJEP, MEDC to host an annual event focused not only on Delta County but the region.	PM, Event Comm													
<b>Gather data to demonstrate the tangible and intangible benefits of economic development activities</b>																
	<ul style="list-style-type: none"> <li>Identify data points that economic development efforts could impact in a 1 year, 5 year, 10 year period and establish baselines</li> </ul>	PM, BOD, County, Munis, R10 (CEDs)														
	<ul style="list-style-type: none"> <li>Establish annual reporting</li> </ul>	PM, Ex Committee	2021													

Communication & Collaboration:

Goal:	Tasks	Subtasks	Lead	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
<b>Engaged Local Government, Non Profit, Service Provider, Businesses, Organizations</b>															
	<ul style="list-style-type: none"> <li>Ensure partner organizations are well informed and educated on One Delta County activities</li> </ul>		PM, County PI, Delta MD												
		<input type="checkbox"/> Establish a liaison to each organization to attend meetings and provide regular updates	Local Gov appt. Chamber appt, Supported by: PM												
		<input type="checkbox"/> Create newsletter, social media postings to share the progress of One Delta County with partner organizations.	PM/ENGAGE, Chambers												
		<input type="checkbox"/> Develop an internal communications plan to ensure consistent communication with stakeholders.	PM, Ex. Comm												
	<ul style="list-style-type: none"> <li>Invite partner organization to present at BOD meetings</li> </ul>		PM												
	<ul style="list-style-type: none"> <li>Encourage informal one on one meetings between Board members, businesses, and staff (coffee!!)</li> </ul>		PM												
	<ul style="list-style-type: none"> <li>Bring local leadership together on a regular basis to identify common</li> </ul>		PM												

	ground and common mission.																	
	<ul style="list-style-type: none"> <li>Work with local leadership to address known challenges</li> </ul>		PM															
		<ul style="list-style-type: none"> <li>Streamlined processes for collaboration i.e. letters of support, fiscal sponsorship</li> </ul>	PM, Exec. Comm															
		<ul style="list-style-type: none"> <li>Streamlining of marketing &amp; promotions efforts</li> </ul>	PM, County PIO, Delta MD															
	<ul style="list-style-type: none"> <li>Work to understand each communities strengths and develop strategies to showcase through shared marketing and promotions</li> </ul>		PM, Chambers, Munis, County															


AGENDA SUMMARY FORM

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

June 3, 2020



AGENDA SUMMARY FORM

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

June 3, 2020

AGENDA SUMMARY FORM



Announcements

Summary:


Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

AGENDA SUMMARY FORM

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



AGENDA SUMMARY FORM

	<p>Regular Minutes: May 12, 2020</p>
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Summary:

Notes:

Possible Motions:  
Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

**Minutes**  
**Regular Board Meeting**  
**Town of Paonia, Colorado**  
**Tuesday, May 12, 2020**

**RECORD OF PROCEEDINGS**

The Regular Board Meeting was held electronically via Zoom due to Governor Polis Executive Order of COVID – 19 - social distancing.

The Regular Board Meeting was held electronically on Tuesday, May 12, 2020, was called to order at 6:34 PM by Mayor Charles Stewart.

Trustees present were as follows:

Mayor Bachran  
 Trustee Meck  
 Trustee Knutson  
 Trustee Pattison  
 Trustee Bear  
 Trustee Budinger  
 Trustee Johnson

A quorum was present, and Mayor Bachran proceeded with the electronic meeting via Zoom.

**Approval of Agenda**

Motion to amend agenda by Trustee Bear, supported by Trustee Budinger. To table item #9 Ordinance 2020- Modification of Ordinance 2019-02 Amending Fences, Hedges, and Walls – First Read. To a future in-person board meeting. Motion carried unanimously.

Motion by Trustee Budinger, supported by Trustee Bear, to approve the agenda as amended. Motion carried unanimously.

**Announcements**

- Trustee Knutson reported that he attended the Colorado Oil and Gas Commission meeting on May 05, 2020, as the local government designee.
- Trustee Knutson has an informational document about the meeting to which will be emailed to Administrator/Town Clerk Ferguson to upload on the town’s website for public viewing.
- Mayor Bachran announced that there will be free masks until May 30, 2020, and 328 masks were made.

**Recognition of Visitor’s and Guest**

- Deborah Spiegel would like for the link for logging into the Zoom meetings to be added to the virtual meeting protocol and standards of conduct document.
- Administrator/Town Clerk Ferguson stated that the board decided not to include the link to the meeting protocol for security purposes.

**Consent Agenda**

Liquor License Renewal: The Living Farm Café, Paradise Theater, West Elk Wine & Spirits

Special Event Permit: Paradise Theatre – Pickin in the Park

Motion by Trustee Knutson, supported by Trustee Budinger. To approve the agenda as presented.

Discussions Noted:

- Chief Neil Ferguson reported no issues with the liquor license renewals or the special

event permit.

- Paradise Theater did not present insurance for Pickin in the Park's special event did not want to risk the event being canceled due to COVID-19. A letter from DC Hawkins Insurance stating that they will acquire insurance before the event was provided.
- The town will not provide the Paradise Theater a special event permit until proof of insurance is provided.

Motion by Trustee Knutson, supported by Trustee Budinger to amend and approve consent agenda contingent upon proof of insurance/liquor License for the Paradise Theater. Motion carried unanimously.

### **Mayor's Report**

Nothing to report.

### **Planning Commission Trustee Appointment – Sec. 2-6-30 – Membership Terms.**

Mayor Bachran proceeded with the appointment of one (1) member from the Board of Trustees to the Planning Commission seat. Trustee Budinger was appointed to the Planning Commission by the Mayor.

### **Staff Reports**

#### **Administrator's Reports – Corinne Ferguson**

- Public Work's Loberg and Administrator/Town Clerk Ferguson met with SGM and discussed the asset inventory project.
- Public Works will be out marking water lines, meter pit, manholes, sewer lines, storm sewer drains.
- SGM will be on-site for two (2) weeks and will be working on data collection for the mapping portion of the asset inventory and GIS mapping.
- The GIS mapping will be four (4) to six (6) weeks, but with public works marking the sites, this will shorten the time frame.
- November 2020 Coordinated Election time frame to add Marijuana to the ballot - formal action – notification of participation is needed to be given to the County by July 24<sup>th</sup>, 2020 - The ballot language and draft ordinance will need to be submitted by September 4<sup>th</sup>, 2020.
- COVID-19 update.
- Delta County applied for a variance requesting to create its own reopening regulations vs following the States regulations.

**Public Works Reported** - Public Works Director Travis Loberg absentee – having computer connection issues, and Administrator/Town Clerk Ferguson proceeded with the report.

- On May 10<sup>th</sup>, 2020 there was a water line break located by Dry Gulch Road and O Road. Public Works crews were on site and the leak was repaired.
- The cause of the water line break was to be a water hammer this is a hydraulic shock, and it occurs when water stops or changes directions suddenly. The reason why this happened is unknown.
- A second (2<sup>nd</sup>) water leak was found and repaired quickly 200 (two hundred) feet from the original line break. There was mild water interruption caused by the water line breaks.
- Notification to the residence of street cleaning is in process regarding times and days public works will be out sweeping.
- Park cleaning and spring repairs to the parks are underway.

Public Comment:

Discussion ensued about the Town's annual spring cleanup day.

- Town's annual spring cleanup held in June – possibility postponed in fall 2020

### Police Report – Chief Neil Ferguson

- Chief Ferguson announced that the Police Department is open and resuming VIN inspections.
- The policemen will be out doing code enforcement.
- Police blotter was included in the packet.

### Town Attorney Report – Attorney Nerlin

- A memo was sent out and was discussed by the board members regarding the selection process for the appointment of the new judge.
- Discussion regarding the upcoming expiration of the interim administrator’s contract.
- Attorney Nerlin suggested adding the Interim Town Administrator’s contract to the agenda for discussion.

### Treasure Report - Treasurer King

- Reviewed disbursements and payroll

### Disbursements

- Disbursements were included in the packet.

Motion by Trustee Budinger, supported by Trustee Knutson to approve disbursements as presented. Motion carried unanimously

### Unfinished Business

### New Business

### Discussion of SCADA (Supervisory Control and Data Acquisition) and Operations System – Clock Water Treatment System (IMG Plant)

#### Discussion Points:

- Administrator/Town Clerk and members of the Public Works Committee lead the discussion regarding the SCADA proposals from different firms. The staff’s recommendations were to go with the Browns Hill Engineering & Controls proposal.
- Discussed the purchase package vs the lease package.
- Town Staff and Trustee Bear recommended the lease package.
- The Browns Hill Engineering & Controls service quote and SCADA proposal were included in the packet.
- What the consequences of early contract termination.
- The board would like to see references from other communities who have used The Browns Hill Engineering & Controls service
- Attorney Nerlin suggested having staff to continue to proceed in the direction of getting the background check and allowing time for the attorney to be able to review the contract and present the findings to the board at the next meeting.

Mayor Bachran and the Board of Trustees directed staff to continue to proceed with gathering references, review of the contract with the attorney, and gather information regarding what the contract consequences for an early termination.

### Ordinance 2020- Modification of Ordinance 2019-02 Amending Fences, Hedges, and Walls – First Read

- Item was tabled.

### Ordinance 2020- Modification of Municipal Code Article 7 – Tree Board – First Read



- Tree Board met and discussed changes to the ordinance Sec. 7-5-90 Article 7
- Tree Board draft ordinance was included in the packet.
- The document with the suggested changes was included in the packet.

Public Comment:

- Suzanne Watson suggested looking at a sample ordinance from Tree City U.S.A.
- Thomas Markle commented about the Tree Board having authority on private property. Attorney Nerlin stated that the Tree Board is for public property and public right away.

Motion by Trustee Budinger, supported by Trustee Pattison to adopt Ordinance 2020-TBD striking out language - Sec. 7-5-90 – Dead of diseased tree removal on private property. Motion carried unanimously.

Discussion Regarding Town Administrator

Discussion ensued by Trustee Knutson regarding the Interim Administrator's contract different options.

- Option one (1) - negotiate to rehire Town Clerk Corinne Ferguson as the Town Administrator/Town Clerk.
- Option two (2) - contract and hire a new Town Administrator
- Option three (3) – not hire a Town Administrator
- Option four (4) – collaborate with other municipalities to share an administrator
- Option five (5) – negotiate Town Clerk Corinne Ferguson's interim administrator contract for three (3) years with collaboration from the Mayor.
- Trustee Budinger suggested discussing the issue at the next meeting.
- Interim Administrator contract expires May 31<sup>st</sup>, 2020
- Trustee Meck suggested that the board consider searching for a new administrator.
- Mayor Bachran stated there are not enough funds to hire a new administrator.
- Trustee Pattison is in favor of extending the interim administrator Corinne Ferguson's contract
- The current interim administrator's contract was included in the packet.

Public comment

- Suzanne Watson – concerned with the spousal relationship of the chief of police and the interim administrator/town clerk.
- Thomas Markle – consider a person who is less deep-rooted to Paonia.

The Board directed Trustees Knutson and Budinger to draft a contract and give it to Town Clerk Corinne Ferguson to review and recommended to have Mayor Bachran meet with Town Clerk Corinne Ferguson regarding the possibility of her extending her contract.

Appointment of Municipal Judge Interview Committee

Discussion ensued on the Town Attorney and Police recommendation committee for the municipal judge appointment. There were four (4) applicants who applied for the judge position.

Proposed Committee will consist of the following committees and members:

- Chief of Police Neil Ferguson
- Town Attorney Bo Nerlin
- Personnel Committee Member – Trustee Pattison

- Governmental & Public Safety Committee Member – Trustee Knutson

Motion by Trustee Bear, supported by Trustee Meck to adopt the suggested interviewing committee to perform the municipal judge selection. Motion carried unanimously.

### **Committee Reports**

#### **Finance and Personnel**

- Finance and Personnel met and went over disbursements. Will continue to work along with the Mayor on the position of the Town Administrator.
- Suggested language regarding retaliation was in the packet for the board to review and discuss at the next meeting.

#### **Public Works – Utilities – Facilities**

- Met and discussed multiple projects
- Trustee Bear commented that Frederick Zimmer has not furnished documents from Silver Leaf that have been requested of him.

#### **Governmental Affairs and Public Safety**

- Scheduled to meet May 13<sup>th</sup>, 2020.

#### **Space to Create**

- Nothing to report

#### **Tree Board**

- May 1<sup>st</sup>, 2020 was the Arbor day celebration in memory of Jordan Schevene.
- Tree species planted - Autumn Blaze Maple tree.

### **Adjournment**

Motion by Trustee Knutson, supported by Trustee Budinger to adjourn the meeting. Motion carried unanimously.

Meeting adjourned at 8:35 pm


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Amanda Mojarro, Deputy Clerk


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Mary Bachran, Mayor

AGENDA SUMMARY FORM

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

AGENDA SUMMARY FORM

		Disbursements	
Summary:			
Notes:			
Possible Motions:			
Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bear:	Trustee Budinger:	Trustee Johnson:
Trustee Knutson:	Trustee Meck:	Trustee Pattison:	Mayor Bachran:

FSBC OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		89,747.26
ACCOUNTS PAYABLE	05/23/20-06/05/20	(19,313.86)
TRANSFER TO PAYROLL	6/5/2020	(19,445.60) 1
PAYROLL TAXES	6/5/2020	(7,824.20)
BALANCE AFTER PAYMENT		43,163.60

FSBC SUMMIT DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		284,566.16
CURRENT FSBC PAYROLL BALANCE		25.00
TRANSFER FROM OPS		19,445.60 1
PAYROLL (DIRECT DEPOSIT)	6/5/2020	(19,445.60)
BALANCE AFTER PAYMENT		284,591.16

CREDIT CARD		
CHASE	5/23/2020	3,011.97
CITIBANK	NO LONGER IN USE	-

FSBC INTERNAL GRANT BALANCE		
BALANCE		33,066.88
TRANSFER TO COLOTRUST	SEWER LOAN RESERVE-APPROVED 05/26/20	(33,041.88) 2
CD TOTAL		25.00

FSBC LOC BALANCE		
FSBC CD#1 @ 2.00%	GENERAL	253,786.08
FSBC CD#2 @ 0.55%	GENERAL-COLLATERAL FOR LOC	201,391.54
CD TOTAL		455,177.62
LOC (\$200,000)-RENEWED 7/2019		-
BALANCE AVAILABLE SECURING LOC		455,177.62

COLOTRUST		
TOTAL	GENERAL	531,321.80
TOTAL	SEWER PROPERTY	529,415.02
	SEWER LOAN RESERVE	106,675.13
TRANSFER FROM INT GRANT	APPROVED 05/26/20	33,041.88 2
TOTAL		139,717.01
TOTAL	BRIDGE RESTRICTED	587,519.74

GRANT FUNDS IN PROCESS		
COLORADO GRAND	EHS CENTER	10,000.00 R
DOLA	ASSET INVENTORY	
DOLA	GRAY&BLACK-MARIJUANA ENFORCEMENT	
DOLA (ADMIN)	SYSTEM ANALYSIS	
GOCO	PARK PLANNING	
TOTAL		-

BANK BALANCES			
	FSBC	COLOTRUST	TOTAL
AS OF: 05/20/20			
GENERAL		531,321.80	
SEWER RESTRICTED		529,415.02	
DEBT RESERVE		106,675.13	
BRIDGE RESERVE		587,519.74	
CONS.TRUST	3,120.24		
GRANT PASS THRU	25.00		
INT GRANT	33,066.88		
OPS	95,196.23		
PARK CONTRIBUTIONS	28,680.27		
PAYROLL	25.00		
SPACE-TO-CREATE	13,153.69		
SUMMIT	284,566.16		
WWTP	58,251.46		
CD#2-402	201,391.54		
CD#3-2578	253,786.08		
	971,262.55	1,754,931.69	2,726,194.24



Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
06/19/2020	14	Bolinger & Queen I	72914	160.25	.00	.00	160.25			
06/09/2020	24	City of Delta	040120	452.00	.00	.00	452.00			
06/09/2020	1091	Dairy Specialists, L	RTI16108	715.00	.00	.00	715.00			
06/09/2020	43	Delta Montrose Ele	6-2020-W	2,075.94	.00	.00	2,075.94			
06/09/2020	46	Dependable Lumb	2005-116370	921.62	.00	.00	921.62			
06/09/2020	48	Don's Market	01-890606	24.96	.00	.00	24.96			
06/09/2020	48	Don's Market	03-624711	5.29	.00	.00	5.29			
06/04/2020	50	Duckworks Auto P	11044-33268	12.99	.00	.00	12.99			
06/09/2020	56	Enterprise Fund/La	323257-3258	3,019.25	.00	.00	3,019.25			
06/09/2020	62	Feather Petroleum	5808278-583	364.35	.00	.00	364.35			
06/09/2020	82	High Country Shop	74159	33.80	.00	.00	33.80			
06/09/2020	620	Kevin Cooper	051920-2019	337.93	.00	.00	337.93			
06/09/2020	482	Larry D Gillenwate	423063	131.14	.00	.00	131.14			
06/09/2020	470	Leon, Susan	060120-0630	700.00	.00	.00	700.00			
06/09/2020	103	Master Petroleum	CL46351-IN	389.15	.00	.00	389.15			
06/09/2020	896	McCandless Truck	P105056236-	50.50	.00	.00	50.50			
06/09/2020	763	Mesa County Healt	881-20	20.00	.00	.00	20.00			
06/09/2020	763	Mesa County Healt	883-20	20.00	.00	.00	20.00			
06/09/2020	1089	NIMTHOR Inc	44554	964.00	.00	.00	964.00			
06/09/2020	141	North Fork Service	124542-1244	1,071.24	.00	.00	1,071.24			
06/09/2020	122	Paonia Auto Parts	364870-3656	589.15	.00	.00	589.15			
06/09/2020	125	Paonia Farm & Ho	47763-51366	445.76	.00	.00	445.76			
06/09/2020	499	Phonz +	10063	1,241.89	.00	.00	1,241.89			
06/09/2020	737	Ricoh USA Inc	33526065	127.42	.00	.00	127.42			
06/09/2020	737	Ricoh USA Inc	5059638239	212.90	.00	.00	212.90			
06/09/2020	861	The Paper-Clip LL	2036207-203	311.41	.00	.00	311.41			
06/09/2020	161	UNCC	220050904	73.01	.00	.00	73.01			
06/09/2020	162	United Companies	1346908	713.43	.00	.00	713.43			
06/09/2020	162	United Companies	1348049	1,523.23	.00	.00	1,523.23			
06/09/2020	162	United Companies	1348349	163.81	.00	.00	163.81			
06/09/2020	1009	US Postal Service	BOX#460 07	120.00	.00	.00	120.00			
06/09/2020	491	Winwater Corp	00305-00135	803.68	.00	.00	803.68			
06/09/2020	491	Winwater Corp	054478-01	200.92	.00	.00	200.92			
06/09/2020	491	Winwater Corp	054582-00	1,317.84	.00	.00	1,317.84			
Grand Totals:			34	19,313.86	.00	.00	19,313.86			

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
06/04/2020	12.99	.00	.00	12.99	12.99
06/09/2020	19,140.62	.00	.00	19,140.62	19,153.61
06/19/2020	160.25	.00	.00	160.25	19,313.86
Grand Totals:	19,313.86	.00	.00	19,313.86	

Employee Number	Name	85-00 Net Pay Emp Amt
1054	Beardslee, Dominic D	1,577.49
1004	Bolt, Evan	1,029.78
1052	Edwards, Roger	1,012.52
1002	Ferguson, J. Corinne	2,262.16
1020	Ferguson, Neil	1,886.58
1022	Hinyard, Patrick	1,234.35
1001	Jones, Cynthia	1,743.45
1005	Katzer, JoAnn	963.40
1050	Loberg, Travis	2,047.81
1003	Mojarro-Lopez, Amanda	1,074.87
1025	Patterson, Taffine A	12.32
1055	Redden, Jordan	1,018.04
1051	Reich, Dennis	1,002.50
1026	Vassel, Andrew C	1,332.85
1024	Winnett, Lorin E	1,247.50
Grand Totals:		15 19,445.60

*PKC  
6/2/2020*



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

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
<b>2</b>							
2	IRS Tax Deposit		05/29/2020	74-00	Federal Tax Deposit Social Security	10-0216	1,100.70
2	IRS Tax Deposit		05/29/2020	74-00	Federal Tax Deposit Social Security	10-0216	1,100.70
2	IRS Tax Deposit		05/29/2020	75-00	Federal Tax Deposit Medicare Pay P	10-0216	362.89
2	IRS Tax Deposit		05/29/2020	75-00	Federal Tax Deposit Medicare Pay P	10-0216	362.89
2	IRS Tax Deposit		05/29/2020	76-00	Federal Tax Deposit Federal Withhold	10-0216	1,894.60
Total 2:							<u>4,821.78</u>
<b>4</b>							
4	Aflac		05/29/2020	63-01	Aflac Pre-Tax Pay Period: 5/29/2020	10-0225	120.18
4	Aflac		05/29/2020	63-02	Aflac After Tax Pay Period: 5/29/2020	10-0225	24.90
Total 4:							<u>145.08</u>
<b>6</b>							
6	Colorado Dept of Labor		04/03/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	69.99
6	Colorado Dept of Labor		04/17/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	76.96
6	Colorado Dept of Labor		05/01/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	74.93
6	Colorado Dept of Labor		05/15/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	77.25
6	Colorado Dept of Labor		05/29/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	77.43
Total 6:							<u>376.56</u>
<b>9</b>							
9	Colorado Dept of Revenue		05/29/2020	77-00	State Withholding Tax Pay Period: 5/2	10-0217	824.00
Total 9:							<u>824.00</u>
<b>31</b>							
31	Mutual of Omaha		05/29/2020	51-01	Group# MOORetirement Plan Pay P	10-0220	255.40
31	Mutual of Omaha		05/29/2020	51-01	Group# MOORetirement Plan Pay P	10-0220	892.00
31	Mutual of Omaha		05/29/2020	51-02	Group# MOO Loan Payment Pay Pe	10-0220	307.22
Total 31:							<u>1,454.62</u>
<b>33</b>							
33	FPPA - Fire & Police Pensi		05/29/2020	50-00	FPPA Pay Period: 5/29/2020	10-0219	781.00
33	FPPA - Fire & Police Pensi		05/29/2020	50-00	FPPA Pay Period: 5/29/2020	10-0219	568.00
33	FPPA - Fire & Police Pensi		05/29/2020	90-00	Death & Disability Pay Period: 5/29/2	10-0219	198.80
Total 33:							<u>1,547.80</u>
<b>70</b>							
70	Rocky Mountain HMO		05/29/2020	60-01	RMHMO - Employee Only Pay Period	10-0223	199.70
70	Rocky Mountain HMO		05/29/2020	60-01	RMHMO - Employee Only Pay Period	10-0223	3,595.22
70	Rocky Mountain HMO		05/29/2020	60-03	RMHMO - Employee + Family Pay Pe	10-0223	166.99
70	Rocky Mountain HMO		05/29/2020	60-03	RMHMO - Employee + Family Pay Pe	10-0223	3,005.98
70	Rocky Mountain HMO		05/29/2020	60-04	RMHMO - Vision Pay Period: 5/29/20	10-0223	40.21
Total 70:							<u>7,008.10</u>

*Handwritten initials and marks:*

- Next to Total 2: *fy*
- Next to Total 4: *MO.*
- Next to Total 6: *OH*
- Next to Total 9: *MO.*
- Next to Total 31: *fy*
- Next to Total 33: *fy*
- Next to Total 70: *MO.*

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
71							
71	The Harford		05/29/2020	65-01	Group#013307460001 Hartford Basic	10-0226	27.56
71	The Harford		05/29/2020	65-02	Group#013307460001 Hartford Suppl	10-0226	29.38
71	The Harford		05/29/2020	65-03	Group#013307460001 Hartford Disab	10-0226	117.53
Total 71:							174.47
73							
73	Delta Dental of Colorado		05/29/2020	60-05	Dental RMHMO - Dental Pay Period:	10-0223	251.98
Total 73:							251.98
Grand Totals:							16,604.39

*mo.*  
*mo.*

Report Criteria:

Unpaid transmittals included  
Begin Date: ALL  
End Date: ALL

1 ✓ 4,821.78+  
 ✓ 1,454.62+  
 ✓ 1,547.80+  
 003 (H) 7,824.20\*



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June 2020						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

New Balance  
**\$3,011.97**  
 Minimum Payment Due  
**\$30.00**  
 Payment Due Date  
**06/17/20**



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

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

### ACCOUNT SUMMARY

<b>Account Number:</b>	[REDACTED]
Previous Balance	\$711.22
Payment, Credits	-\$711.22
Purchases	+\$3,011.97
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$3,011.97</b>
Opening/Closing Date	04/24/20 - 05/23/20
Credit Limit	\$45,000
Available Credit	\$41,988
Cash Access Line	\$9,000
Available for Cash	\$9,000
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Limit</b>	<b>\$0.00</b>

### YOUR ACCOUNT MESSAGES

If you experience COVID-19 related mail delivery disruptions, remember you can always access your statements on [chase.com](http://chase.com) or the Chase Mobile App.

Your next AutoPay payment for \$3,011.97 will be deducted from your Pay From account and credited on your due date. If your due date falls on a Saturday, we'll credit your payment the Friday before.





### YOUR ACCOUNT MESSAGES (CONTINUED)

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

### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/17	AUTOMATIC PAYMENT - THANK YOU	-711.22
05/08	SPRINT *WIRELESS 800-639-6111 KS	161.10 ✓
05/21	SPRINT *WIRELESS 800-639-6111 KS CINDY JONES TRANSACTIONS THIS CYCLE (CARD 8901) \$382.61- INCLUDING PAYMENTS RECEIVED	177.61 ✓
05/19	BROOKS SERVICE LLC 970-2160936 CO TRAVIS LOBERG TRANSACTIONS THIS CYCLE (CARD 2935) \$410.03	410.03
04/29	DIAMOND VOGEL PAINT #751 GRAND JUNCTIO CO	123.95 ✓
04/30	ZOOM.US 888-799-9666 CA	16.17 ✓
05/03	Amazon Prime*C88RO52T3 Amzn.com/bill WA	119.00 ✓
05/05	ONLINE FLAGGER COM 720-962-8815 CO	95.00 ✓
05/07	ZOOM.US 888-799-9666 CA CORINNE FERGUSON TRANSACTIONS THIS CYCLE (CARD 3742) \$387.64	33.42 ✓
05/08	BULKAMMO.COM (800)720-603 800-7206036 MO NEIL FERGUSON TRANSACTIONS THIS CYCLE (CARD 3775) \$1459.54	1,459.54 ✓
04/23	USPS PO 0769660541 PAONIA CO	26.35 ✓
04/30	USPS PO 0769660541 PAONIA CO	2.40 ✓
05/21	USPS PO 0769660541 PAONIA CO TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 8181) \$31.15	2.40 ✓
05/15	PAYPAL *IAPE 402-935-7733 CA TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 4100) \$395.00	395.00 ✓

2020 Totals Year-to-Date	
Total fees charged in 2020	\$0.00
Total interest charged in 2020	\$0.00

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

### INTEREST CHARGES

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	13.24%(v)(d)	- 0 -	- 0 -

AGENDA SUMMARY FORM

	Town Administrator Contract
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Summary: Town Administrator Contract for Board review/decision.

Notes:

Possible Motions:  
Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran

## EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), dated this \_\_\_ day of June, 2020, is by and between the Town of Paonia, a Colorado statutory municipality, located in the County of Delta, State of Colorado ("Town"), and J. Corinne Ferguson ("Ms. Ferguson"), whose address is 224 Dorris Avenue, Paonia, CO 81428.

### RECITALS

- A. Ms. Ferguson is currently the Town Clerk for the Town of Paonia; and
- B. The Town, by and through its Board of Trustees, appointed Ms. Ferguson as Interim Town Administrator at its regular meeting of August 27, 2019; and by approving a First Amendment to Interim Employment Agreement, dated January 1, 2020, extended her term to June 10, 2020
- C. The Town has reviewed options for appointing a full-time permanent Town Administrator and has determined that appointment of Ms. Ferguson to a one year Employment Agreement, as both Town Administrator and Town Clerk is prudent and in the best interest of the Town of Paonia.

**NOW THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 1: Term**

- A. This Agreement shall commence on June 10, 2020 and continue until May 31, 2021.
- B. Notwithstanding anything to the contrary within this Agreement, Ms. Ferguson, as Town Administrator/Town Clerk, shall be deemed to be an employee at will, and nothing in this Agreement shall prevent or otherwise interfere with the right of the Town Board of Trustees to terminate the services of Ms. Ferguson as the Town Administrator at any time, subject only to the applicable provisions of this Agreement. Likewise, nothing in this Agreement shall prevent or otherwise interfere with the right of Ms. Ferguson to resign at any time as the Town Administrator. Should Ms. Ferguson's role as Town Administrator be terminated, Ms. Ferguson will revert to her role as Town Clerk, and her salary will thereafter be adjusted accordingly. Termination of Ms. Ferguson as Town Administrator shall not automatically be grounds for termination of Ms. Ferguson as Town Clerk.
- C. This Employment Agreement is annually renewable at the sole discretion of the Town Board. Any proposed changes to the agreement shall be provided to Ms. Ferguson for her concurrence on or before May 1st of each subsequent year.

## Section 2: Duties and Authority

- A. The Town agrees to employ Ms. Ferguson as Town Administrator and Town Clerk to perform the functions and duties in accordance with the Paonia Municipal Code and the Job Description, attached to this Agreement as **Exhibit A**, and to perform other legally permissible and proper duties and functions as prescribed by Colorado State statute as well as the Board of Trustees from time to time.
- B. While serving as Town Administrator, Ms. Ferguson shall continue to serve as the Town Clerk for the Town, in accordance with her current job description and as prescribed by the Town Code.
- C. Ms. Ferguson as Town Administrator shall not oversee the Chief of Police. There is an inherent conflict of interest as Ms. Ferguson is married to Town Chief of Police Neil Ferguson. For so long as Ms. Ferguson is serving as Town Administrator, the Chief of Police shall report directly to the Mayor of the Town and shall not report to the Town Administrator.

## Section 3: Compensation

- A. Base Salary: The Town agrees to pay Ms. Ferguson a monthly base salary of Six Thousand One Hundred Fifty-Three Dollars and Thirty-Four Cents ("Base Salary"). Salary shall be paid periodically on the same regular paydays applicable to all other Town employees.
- B. Employees Benefits: During the term of this Agreement, and thereafter when specifically provided herein, Ms. Ferguson, in addition to the Base Salary provided for in Section 3, shall have and be entitled to receive from the Town the following employee benefits:
  - i. Personal Time Off (PTO) to the extent such is provided for under the Town's employee benefit package;
  - ii. Disability coverage to the extent such is provided for under the Town's employee benefit package;
  - iii. Health, dental and vision benefits to the extent such is provided under the Town's employee benefit package;
  - iv. Payment of 95% of costs of the health insurance plan of the Town Administrator;
  - v. Life, accidental death, and dismemberment insurance to the extent such is provided under the Town's employee benefit package; and
  - vi. Retirement benefits on the same basis as all other non-police, full-time employees of the Town.
- C. General Business Expenses: During the terms of this Agreement, the Town shall cover the following general businesses expenses incurred by Ms. Ferguson as Town Administrator:

- i. For the purposes of attending to Town Business during the winter months, the Town shall provide the Ms. Ferguson with access to a Town owned four-wheel-drive vehicle which may be used for attending to Town Business outside the limits of the Town.
- ii. The Town agrees to support at least two (2) CML administrator training options, if offered by CML at no cost, in the next twelve months.

#### **Section 4: Performance Review**

- A. The Personnel Committee shall complete a performance review of The Town Administrator/Town Clerk on or before October 1, 2020 and report its findings to the Mayor and Board of Trustees at the next regular meeting of the Town Board. Pending a successful performance review, the Personnel Committee shall complete another performance review on or before January 2, 2021 and report its findings to the Mayor and Board of Trustees at the next regular meeting of the Town Board.
- B. The Personnel Committee will develop the review process and specific performance evaluation criteria by not later than June 15, 2020, for approval by the Town Board at its next regular meeting.

#### **Section 5: Termination and Severance**

- A. For the purpose of this Agreement, termination shall occur when:
  - i. The majority of the Board of Trustees votes to terminate the Town Administrator at a duly authorized public meeting and provides a minimum of ten (10) days' written notice to the Town Administrator, or
  - ii. Breach of contract is declared by either party, and provided a cure is not met within (10) days by either the Town Administrator or the Town, with written notice of a breach of contract shall be provided in accordance with the provisions contained herein, or
  - iii. Cause as determined by the Board of Trustees.
- B. Cause under this Agreement shall include, but not be limited to, the following:
  - i. Failure to comply with applicable material provisions of the Paonia Municipal Code or the Town of Paonia Employee Resource Guide;
  - ii. Disclosure of confidential information, documents or correspondence without authorization;



- iii. Indulging in repeated offensive conduct or abusive conduct directed at Town employees or members of the public;
  - iv. Failure to comply with applicable provision of the standards of conduct for local governmental officials contained in C.R.S. § 24-18-101 to 24-18-206;
  - v. Any conduct that results or could result, in the reasonable judgment of the Town, in the conviction of a felony or crime involving fraud, theft, or misappropriation; or
  - vi. Failure to perform job duties following prior written notice, or conduct which constitutes insubordination or dereliction of duties, in either case in the reasonable judgment of the Board of Trustees.
- C. In the event Ms. Ferguson is terminated without cause as Town Administrator, during the term of this Employment Agreement, she shall be entitled to two (2) months' severance pay.

### **Section 6: Resignation**

The Town Administrator may elect to terminate this Agreement without cause by giving the Town written notice of her intention to terminate. The Town Administrator shall not be entitled to any severance if she makes such an election. Such notice shall specify a termination date that shall not be less than ten (10) days from the date the notice is given. Unless otherwise agreed in writing by both parties, the Town Administrator shall continue to perform the duties of the Town Administrator, as described herein, on a full-time basis until the termination date specified in the notice. The Town Administrator shall continue to receive compensation and benefits herein provided for so long as she continues to perform such duties. All compensation and employee benefits shall cease to accrue on the termination date or upon such earlier date when the Town Administrator is no longer performing the duties of her office as described herein.

### **Section 7: Hours of Work**

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

**Section 8: Outside Activities**

Notwithstanding Ms. Ferguson’s service as the Town Clerk, the employment provided for by this Agreement shall be the Town Administrator's sole employment.

**Section 9: Indemnification**

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

**Section 10: Bonding**

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

**Section 11: Other Terms and Conditions of Employment**

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

**Section 12: Notices**

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

- (1) TOWN: Town of Paonia  
c/o Mayor  
P.O. Box 460  
Paonia, CO 81428
- (2) EMPLOYEE: J. Corinne Ferguson  
224 Dorris Avenue  
Paonia, CO 81428

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

**Section 13: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Town Administrator relating to the employment of the Town Administrator by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the Town and the Town Administrator as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall be effective June 1, 2020.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.
- F. The parties agree and acknowledge that in the event of a dispute concerning this Agreement or the Interim Town Administrator's employment, venue for any such dispute shall be proper in Delta County District Court. Further, the parties agree that prior to becoming involved in any litigation regarding this Agreement or the Interim Town Administrator's employment, they shall first attend mediation to attempt to resolve any such dispute and use their best efforts to resolve the same. To the extent mediation fails and/or litigation ensues, the party that substantially prevails shall be entitled to full reimbursement of all reasonable legal fees and costs, including expert and attorney's fees if any, whether related to mediation or litigation.

NOW THEREFORE, the Board of Trustees approves this Agreement at a regular meeting of the Board of Trustees this 9<sup>th</sup> day of June, 2020.

TOWN OF PAONIA

By: \_\_\_\_\_  
Mary Bachran, Mayor

*Signatures continued on next page.*

TOWN ADMINISTRATOR

By: \_\_\_\_\_  
J. Corinne Ferguson,  
Town Administrator

Attest: \_\_\_\_\_  
*Name*  
Deputy Town Clerk

## TOWN ADMINISTRATOR PERFORMANCE EVALUATION PROCEDURE

### Purpose of Evaluation

The purpose of the performance evaluation process to be conducted by and between the Board of Trustees and the Town Administrator are:

1. To strengthen the relationship between the Board and Town Administrator
2. To provide a mechanism for regular evaluation
3. To identify performance objectives for the Town Administrator
4. To provide feedback to the Administrator and identify areas where improvements may be needed.

### Frequency

The Board will evaluate the Town Administrator at least annually. The schedule for the evaluation will be established jointly by the Board of Trustees and Town Administrator.

### Evaluation Procedure

The evaluation procedure remains at the will and direction of the Board of Trustees and may be modified at any time. In general, the evaluation process will include the following steps.

1. The Town Administrator will inform the Mayor when the time for an annual evaluation has occurred.
2. The Mayor will ask Board Members to complete the evaluation form prior to the evaluation session. Additional input may be solicited from staff and/or the public.
3. The Personnel Committee will meet to compile the individual performance evaluations.
4. The Board will conduct a closed session evaluation with the Town Administrator (and Board Members) to discuss the Administrator's performance, future performance goals and objectives for the Administrator.
5. The performance evaluation and any subsequent actions will be placed in the Town Administrator's employee personnel file.

## 2020 Town Administrator Evaluation Schedule

1. June 2 - Evaluation form reviewed by Personnel Committee, Mayor and Town Administrator.
2. June 9 - Board review and approval of form and schedule.
3. September 15-30. Form distributed to Board and posted on website. Public comment solicited.
4. October 1. All completed forms and comments to Personnel committee for assimilation.
5. October 5 – 9. Board review of compiled report
6. October 13 - Executive session Evaluation with Board and Town Administrator

Town Administrator Evaluation  
July 29, 2019 – September 30, 2020

Objectives for the Period:

Administration and Governmental Affairs

1. Transition to new Town management
2. Update Town Comprehensive Plan
3. Refinance USDA bonds
4. Obtain DOLA grants
5. Space to Create
6. Prepare for November election

Water

1. Asset inventory and infrastructure analysis support
2. Arch Coal – due diligence
3. Meters installed when developing

Public Works

1. Routine maintenance schedules
2. Timely compliance reporting
3. Park maintenance schedule
4. Weed mitigation
5. Town entry and commercial area maintenance
6. Sidewalks

Businesses and Community

1. COVID management
2. Communication with public
3. Waivers for business openings
4. Easing temporary signage regulations
5. Potential street closings for outdoor dinners

Management of Staff

1. Defined job descriptions/objectives
2. Opportunities for advance training
3. Regular evaluations

Trustee Relations

1. Communication and updates – keep Trustees in the loop; seek Trustee input
2. Advice and analysis of options for pending Board decisions/items
3. Support Mayor's effort to have a staff/board retreat

Narrative Evaluation

1. How effective was the Administrator in achieving short-term goals for this rating period?
  
2. What would you identify as the Administrator’s strength(s), expressed in terms of the main results achieved during the rating period?
  
3. What performance area(s) would you identify as an area for improvement?
  
4. What constructive suggestions or assistance can you offer the Administrator to enhance her performance?
  
5. What other comments do you have for the Administrator: e.g., priorities, expectations. List two to three performance objectives which you feel are important for the Town Administrator to work on for the coming year.
  
6. On a scale of 1 to 10, how would you rate the Administrator’s overall performance during this period?

---

1    2    3    4    5    6    7    8    9    10



AGENDA SUMMARY FORM

	Personnel Liaison Group Community Member Mayoral Appointment
---	--

Summary:  
 The Personnel Liaison Group is a committee made up of one staff member, one community member, and one Board member from the personnel committee. The community member is appointed by the Mayor. One letter of interest was received and included in the packet.

Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

June 1, 2020

Dear Ms. Mayor, Trustees and Ms. Ferguson:

Please accept this Letter of Interest for a “community member seat” on the **Personnel Liaison Group** and for a position on the **Paonia Finance and Personnel Committee**.

I have been an active member of the Community for the past 15 years and have been involved with Town projects since 2012. I am committed to helping Paonia be the best it can be in becoming a sustainable small-town community.

I offer the following life experience that qualifies me to participate on both committees:

- Over 10 years in Supervisory and Management experience including responsibility for developing and maintaining annual budgets of over \$20M, managing up to 20 field technical sales representatives and managing cross-functional teams. I have recruited, interviewed, hired, trained, managed, coached, promoted and terminated numerous employees in my time as a manager.
- Organizational and Business Consultant for more than 10 years with clients in government and private sectors. Projects ranged from strategic planning to personnel training and team development to process improvement.
- Founding member of several local nonprofits including West Elk Community Fund, Friends of the Paradise Theatre, Western Colorado Food & Ag Council and Kids Pasta Project. Served on Board of Directors and for Western Colorado Community Foundation, Black Canyon Regional Land Trust, Leroux Creek Planning Committee, Downtown Colorado Inc. among others.
- Consulted with local and statewide municipalities and NGOs since 2005. This included work with Downtown Colorado Inc. performing downtown assessments for Colorado towns including Creede, Parachute and Silverton. Served as Co-Chair for 2019 Western Slope Rural Philanthropy Days and coordinated nonprofits from five counties.
- Worked with the Town of Paonia on the Community Heart and Soul process as Program Advisor (2012-14) and initiated Paonia's Space to Create (2016-present). Led the process for the Town for grant applications including USDOT, NEA, COEDIT, GOCO, CDOT, WQIF, AARP and DOLA.

A full resume is available upon request. I look forward to hearing from you.

Sincerely yours,



Elaine M. Brett

AGENDA SUMMARY FORM

	<p>Planning Commission Vacancy Mayoral Appointment</p>
---	--

**Summary:**  
 The Planning Commission has two open seats – to be appointed by the Mayor. Three letters of interest were received.

Article 6 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. The remaining three (3) members shall be appointed by the Mayor. The terms of such three (3) members shall be fixed and designated by the Mayor to end at two (2) years from the last municipal election at the time of appointment, with the terms of office staggered. The terms for the Mayor and the member of the Board of Trustees shall continue until their successors are duly elected and qualified, at which time elected members of the Board shall be designated to serve on the Planning Commission for terms coincident with their terms of office as Mayor or as a member of the Board of Trustees. As terms expire, new or reappointed members shall be appointed for two-year terms of office at such time as the terms of those previously appointed expire.

Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

**Corinne Ferguson**

---

**From:** Barbara Heck <figjammer315@gmail.com>  
**Sent:** Tuesday, June 2, 2020 3:10 PM  
**To:** Corinne Ferguson  
**Subject:** T of P Planning

Greetings,  
This email is informing the Town of Paonia, that I (Barbara Heck) would like to stay on the Town of Paonia Planning Board for another term. After time serving the town, I know that I have the experience and the history of our town's planning issues. After 25 years serving on Planning issues, both county and town, I can honestly say that I can be fair on the Board.  
Thank you, Barbara Heck

20 May 2020

**TOWN OF PAONIA**

214 GRAND AVENUE PAONIA, CO

Ms. Mayor and Board of Trustees,

I want to express my interest in continuing to serve on the Planning Commission as my appointment is due to expire in June of this year. Please don't hesitate to contact me with any questions in this regard. Thank you.

SINCERELY,

A handwritten signature in black ink, appearing to read "Lucy Hunter". The signature is fluid and cursive, with a large initial "L" and "H".

LUCY HUNTER, P.E.

June 1, 2020

Dear Paonia Trustees,

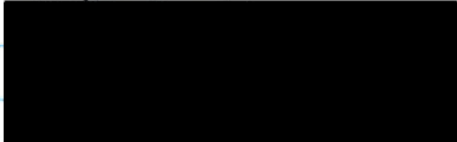
Please accept my letter of interest for a seat on the Planning Commission.

My experience is varied. During the 20 years that I have lived in Paonia I have served as a trustee, been a member of the Tree Board, have experienced the variance process as a homeowner and remain an engaged member of the public.


I believe that my ability to navigate the Municipal Code and State Statutes would be of service.

Thank you for your consideration.

Sincerely, Suzanne Watson

Suzanne Watson  


AGENDA SUMMARY FORM

	<b>Personnel Handbook Modification – Addition of Protection from Retaliation Language</b>
---	---

Summary:

Notes:

Possible Motions:  
  
Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

### Additional language for the Personnel Policy

The Board of Trustees hereby determines and declares that employees of the Town of Paonia should never suffer retaliation from their supervisors or appointing authorities for communicating information about illegal activities, unethical practices or other forms of official misconduct experienced or witnessed by employees in the scope of their employment. The interests of the Town and the larger interests of the Citizens of Paonia are served by encouraging all employees to speak out fully and frankly on any official misconduct which comes to their attention without fear of retaliation. Therefore, the purpose of this Article is to eliminate the possibility or the threat of any adverse employment action that may be taken against any Town employee for reporting such information.

Employees reporting illegal activities or misconduct are required to take the issue through the chain of command, for example: an issue involving a co-worker goes to the supervising Department Head. If an issue involves a Department Head, it is taken to the Town Administrator. If an employee disagrees with the Town Administrator decision regarding a report or appeal it can be referred to the Personnel Liaison Committee for a final decision. Issues involving retaliation go directly to the Town Administrator or, if involving the Town Administrator, directly to the Personnel Liaison Committee.



AGENDA SUMMARY FORM

	<p>Discussion of Resuming In-Person Meetings and Public Participation Options</p>
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Summary: Preliminary discussion regarding procedures for resuming in-person Board meetings and options for community participation.

Notes:

Possible Motions:  
 Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran



From the desk of: *Corinne Ferguson*  
*r.e. Board Meetings*

06/04/2020

Over the past several weeks both staff and the Board have been discussing options for Board meetings due to COVID-19 related state orders and recommendations. While I don't believe any of us anticipated the length of time we would be operating under these mandates, here we are, and with no clear end in sight.

Several options have been considered such as:

- Operating under the governmental clause and having regular in building meetings.
- Limiting Board and Staff members in meetings with entry and exit as needed.
- Hosting attendees at a secondary location.
- In-person staff and Board – electronic attendance and participation from attendees.
- Meeting outdoors.

Each option has been considered and discussed with other parties involved, as necessary. It is vitally important that Town business continue, and that public involvement and input is received.

Returning to business as usual is appealing, but puts all in attendance, as well as those they encounter, at risk for COVID-19, should anyone be a carrier. We are also asking people to choose whether it is more important to them to attend and participate in their government or protect their personal health in such an uncertain time. I believe we are also stating to

our community that the expectation is that they adhere to the requirements imposed – which are necessary for the health, safety, and welfare of everyone – while we do not.

Limiting staff and hosting at a secondary location, which grants us in-person contact - also comes with several concerns, some of which are timeliness of participation, access to all individuals, contact with areas that cannot be sanitized between speakers, and limited staffing available to monitor the second site and bring speakers to Town Hall.

In-person staff and Board with electronic attendance and participation from attendees does not address the Board concern that some topics should allow for in-person communication and can prove to be difficult to make sure all are able to call in or link in, as well as make comments and ask questions in the fluid manner in-person meetings offer.


Outdoors meetings are appealing, but make it difficult to broadcast, record, and offer electronic attendance online, and no way for telephone attendance.

With all of these options and concerns in mind it is my recommendation that until such a time as the State or County – operating through public health orders from CDPHE – increase the numbers permitted to gather, the Board continue to hold meetings via online platforms, and consider holding work sessions regarding hot topics, such as building regulations or marijuana shops within Town in an outdoor location. This will allow for in-person conversation, comment, and questions from those who choose to attend, and gives those who chose not to attend another chance to speak when the items are on regular agendas.

Thank you for your time,

Corinne Ferguson

AGENDA SUMMARY FORM

	Minnesota Creek Sewer Line Mitigation Bid Award
---	---

Summary:

Five companies were direct solicited to present a bid for the Minnesota Creek Bank Sewer Line Repair. Three bids were received. All bids received were timely and competitive. No differences in services notable and we anticipate no major changes. Staff, in conjunction with the Public Works Committee, recommend awarding the contract to Tribble & Sons, LLC in the amount of \$21,600.

Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

## SECTION 00520

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Paonia ("Owner") and  
Kendall Exc LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Repair failing creek banks which have exposed a section of an active 12-inch sewer pipeline and threaten another section of the same pipeline. The two locations will repair bank erosion and slope failure to pre-flood conditions and contours utilizing excavation, riprap and fill, grading, and reseeding and erosion control. Work will be completed within Minnesota Creek, therefore cofferdams will be required. The Town of Paonia as applied for the appropriate permits from the Army Corps of Engineers.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Town of Paonia Minnesota Creek Bank Stabilization**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by SGM (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed by 15 days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by 20 days, after the date when the Contract Times commence to run.

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 42616 Minnesota Creek Rd

Phone No. 327-3957 Fax No. \_\_\_\_\_

E-mail C.Kendall@TDS.net

SUBMITTED on May 22, 2020.

State Contractor License No. \_\_\_\_\_

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

**A Corporation**

Corporation Name: Kendall Exc LLC  
(SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): LLC

By: Dick Kendall  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Dick Kendall

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in State of Colorado is \_\_\_/\_\_\_/\_\_\_.

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

**Bid Schedule**

**Bid Item # 1 – Mobilization**

Lump Sum Price: DK  
~~six thousand & fifty one thousand~~ (\$ 1000)  
(written) (total price)

**Bid Item # 2 – Material Hauling**

Lump Sum Price: eight thousand  
(written) (\$ 8000)  
(total price)

**Bid Item # 3 – Stream Stabilization**

Lump Sum Price: ten thousand  
0 (written) (\$ 10,000)  
(total price)

**Bid Item # 4 – Property Restoration**

Lump Sum Price: six thousand five hundred  
(written) (\$ 6500)  
(total price)

**Total of All Bid Items**

twenty-five thousand five hundred  
(written)  
\$ 25,500  
(numerals)

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.



# PROJECT MANUAL

TOWN OF PAONIA  
MINNESOTA CREEK BANK STABILIZATION

APRIL 2020

PREPARED BY:

**SGM**

118 W. 6<sup>TH</sup> STREET, SUITE 200  
GLENWOOD SPRINGS, CO 81601

11.

**SECTION 00100****ADVERTISEMENT FOR BID**

Sealed BIDS for construction of **Town of Paonia Minnesota Creek Bank Stabilization** will be received at the offices of the Town of Paonia at 214 Grand Avenue, Paonia, Colorado 81428, until **10:00am, Friday, May 22, 2020**, at which time they will be publicly opened and read aloud.

The project generally consists of

Repair failing creek banks which have exposed a section of an active 12-inch sewer pipeline and threaten another section of the same pipeline. The two locations will repair bank erosion and slope failure to pre-flood conditions and contours utilizing excavation, riprap and fill, grading, and reseeding and erosion control. Work will be completed within Minnesota Creek, therefore cofferdams will be required. The Town of Paonia as applied for the appropriate permits from the Army Corps of Engineers.

Bids will only be accepted from qualified general contractors that have demonstrated experience in construction projects of this type. The bid shall be enclosed in a plainly marked envelope with the Project title (**Town of Paonia Minnesota Creek Bank Stabilization**) and the name and address of bidder and shall be accompanied by the other required documents. If a bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED".

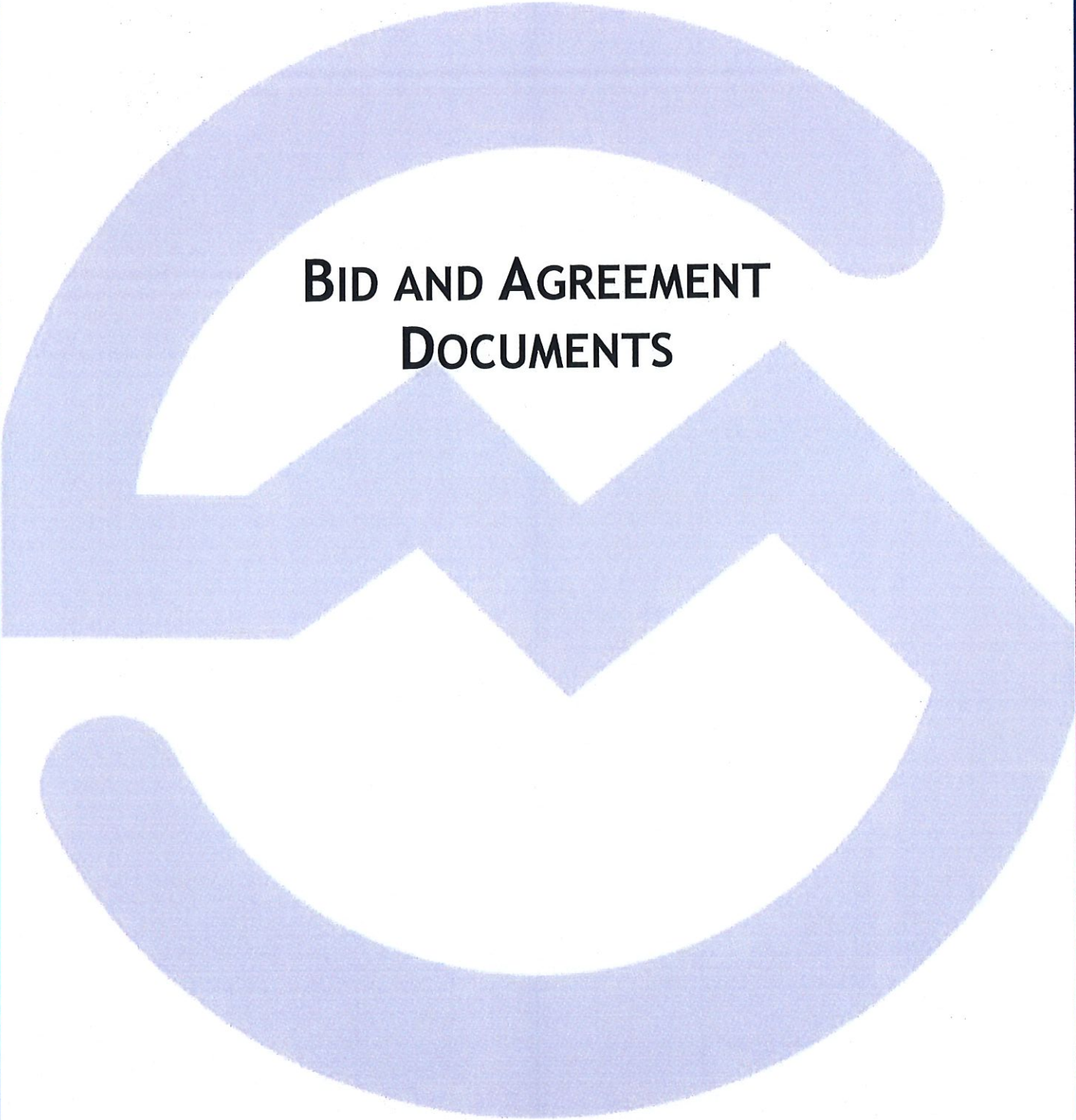
A Bid Bond and Performance and Payment Bonds will not be required for this project.

All technical questions should be directed in writing to Brandyn Bair, SGM, 118 West 6<sup>th</sup> Street, Suite 200, Glenwood Springs, CO 81601 (brandynb@sgm-inc.com, or 970-945-1004).

Town of Paonia  
Travis Loberg  
Public Works Director

11.

11.



**BID AND AGREEMENT  
DOCUMENTS**

11.

**SECTION 00410**

**BID FORM**

**Project Identification:** Town of Paonia Minnesota Creek Bank Stabilization

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Article 9 – Bid Submittal .....	6

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Town of Paonia  
214 Grand Avenue  
Paonia, CO 81428

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.



- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents and Section 01025 Measurement and Payment for the following price(s):

**Bid Schedule**

**Bid Item # 1 – Mobilization**

Lump Sum Price: Two thousand, five hundred dollars. (\$ 2,500.00)  
(written) (total price)

**Bid Item # 2 – Material Hauling**

Lump Sum Price: Six thousand, two hundred dollars. (\$ 6,200.00)  
(written) (total price)

**Bid Item # 3 – Stream Stabilization**

Lump Sum Price: Eleven thousand dollars. (\$ 11,000.00)  
(written) (total price)

**Bid Item # 4 – Property Restoration**

Lump Sum Price: Three thousand, two hundred dollars. (\$ 3,200.00)  
(written) (total price)

**Total of All Bid Items**

Twenty-two thousand, nine hundred dollars.  
(written)  
\$ 22,900.00  
(numerals)

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- B. Contractor's License No.: 46-352777 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

**A Partnership**

Partnership Name: Roop Excavating LLC.

By: [Signature]  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): Jeff Roop

**A Corporation**

Corporation Name: \_\_\_\_\_  
(SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in State of Colorado is    /   /   .

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 39585 Lund Road  
Paonia, CO 81428

Phone No. (970) 234-0897 Fax No. NA

E-mail roopexcavating@hotmail.com

SUBMITTED on May 22, 2020

State Contractor License No. 46-3527779



## SECTION 00520

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Paonia ("Owner") and  
Roop Excavating LLC. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Repair failing creek banks which have exposed a section of an active 12-inch sewer pipeline and threaten another section of the same pipeline. The two locations will repair bank erosion and slope failure to pre-flood conditions and contours utilizing excavation, riprap and fill, grading, and reseeding and erosion control. Work will be completed within Minnesota Creek, therefore cofferdams will be required. The Town of Paonia as applied for the appropriate permits from the Army Corps of Engineers.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Town of Paonia Minnesota Creek Bank Stabilization**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by SGM (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed by 15 days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by 20 days, after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. In accordance with Section 00410, Bid Form, attached hereto, in the amount of \$27,900.00.

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.



- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  1. This Agreement (pages 00520-1 to 00520-7, inclusive).
  2. Performance bond (pages 00610-1 to 00610-3, inclusive). **NOT APPLICABLE TO THIS PROJECT**
  3. Payment bond (pages 00615-1 to 00615-3, inclusive). **NOT APPLICABLE TO THIS PROJECT**

4. Other bonds (pages N/A to N/A, inclusive). **NOT APPLICABLE TO THIS PROJECT**
  5. General Conditions (pages 00700-1 to 00700-68, inclusive). **NOT APPLICABLE TO THIS PROJECT**
  6. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive). **NOT APPLICABLE TO THIS PROJECT**
  7. Technical Information/Specifications as included in the Project Manual.
  8. Drawings bearing the following general title: **NOT APPLICABLE TO THIS PROJECT**
  9. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_ to \_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - c. List of other required documents:
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_ to \_\_, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

NOTES TO USER  
See IB-21, Signing of Agreement

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

Town of Paonia

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Town of Paonia

214 Grand Avenue

Paonia, CO 81428

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Roop Excavating LLC.

By: Jeff Roop

Title: Owner / Operator

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

39585 Lund Rd.

Paonia, CO 81428

License No.: 46-3527779

(Where applicable)

Agent for service of process:

\_\_\_\_\_





# TECHNICAL SPECIFICATIONS



**SECTION 1025**  
**MEASUREMENT AND PAYMENT**

**PART 1 GENERAL**

**1.01 SUMMARY**

This section describes the procedure for Application for Payment by the Contractor. This section establishes the basis of payment, application format, application content and application review process required by the Owner before they will process the application for actual payment.

**1.02 RELATED SECTIONS**

- A. Section 00520 – Agreement
- B. Section 00620 – Contractor's Application for Payment
- C. Section 00700 - General Conditions: Progress Payments, Retainage and Final Payment
- D. Section 00800 - Supplemental General Conditions
- E. Section 01700 - Contract Closeout

**1.03 FORMAT AND DATA REQUIRED**

- A. Submit Applications for Payment and all other required forms and information to the Engineer.
- B. Provide itemized data on continuation sheets.
- C. Format, schedules, line items, and values: Those of the approved Schedule of Values.

**1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT**

- A. Prepare Application for Payment and all other required information to Engineer in accordance with terms and schedule established in the General Conditions, Supplemental General Conditions and the Agreement Between Owner and Contractor, or as otherwise negotiated between Owner and Contractor.
- B. Application Form
  - 1. Required information completed, including that for Change Orders executed prior to the date of submittal of application.
  - 2. Summary of dollar values to agree with the respective totals indicated on the continuation sheets.
- C. Continuation Sheets
  - 1. Total list of all scheduled component items of Work, with item number and the scheduled dollar value for each item.



2. Dollar value in each column for each scheduled line item when work has been performed.
  3. Each Change Order executed prior to the date of submission shall be listed at the end of the continuation sheets.
  4. List by Change Order number and description as for an original component item of work.
- D. Contractor shall execute certification with the signature of a responsible officer of the Contractor's firm.

#### 1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When Owner or Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter identifying:
1. Project name and number.
  2. Application number and date.
  3. Detailed list of enclosures.
- B. Submit one (1) copy of data and cover letter for each copy of application.

#### 1.06 SCHEDULE OF VALUES

- A. Refer to General Conditions for requirements.
- B. Where payment is to be based on unit bid prices, correlate Schedule of Values with bid items.
- C. Where payment is to be based on fixed price, correlate Schedule of Values with divisions and sections of specifications, unless otherwise approved by the Engineer.
- D. On Bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to Owner a minimum of 10 days prior to Work on that item. Adequate detail shall be given to allow a value to be placed on Work completed during any given pay estimate. Where payment is to be based on unit Bid prices, correlate schedule of values with divisions and sections of Specifications, unless otherwise approved by the Engineer.
- E. If separate payment is requested for materials suitably stored but not installed, paid invoices for the item shall be submitted.
- F. The Schedule of Values line item for mobilization shall be paid for as a lump sum and shall include all fixed costs for the Work; by way of example, mobilization and demobilization, bond and insurance costs, etc. The first partial pay request shall include not more than 75% of this Bid amount; 25% of this Bid amount shall be paid on the final pay request.

#### 1.07 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Contractor shall complete Application form as specified for progress payments.

- B. Continuation sheets used for presenting the final statement of accounting as specified in Section 01700-Contract Closeout.

#### 1.08 SUBMITTAL PROCEDURE

- A. Submit Application for Payment and all required information to Engineer for review in accordance with the established schedule. Application and all related forms shall be properly executed by signature of a responsible officer of the Contractor's firm.
- B. Engineer to review and verify Application for Payment within established schedule. Contractor shall make corrections noted by Engineer and re-submit three copies of Application to Engineer.
- C. When Engineer finds the Application complete and correct, Engineer will transmit two copies of the complete Application packet to Owner for processing.

#### 1.09 BASIS OF PAYMENT

Progress payments will be made on the basis of Engineer's opinion of completed work of individual project components, plus suitably stored materials on-hand, per the approved Schedule of Values and in accordance with the terms of the General Conditions and Agreement

##### A. LUMP SUM PRICES

1. Where lump sum prices are given for a described portion of the work, that price shall cover all materials, equipment and labor necessary to acquire, deliver, store and install that portion of the work, complete and in place, as shown and indicated in the drawings and as described in the Project Manual.
2. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.
3. Quantities given for lump sum items, including earthwork, are estimates only. The Contractor should satisfy himself as to the actual quantities required to complete the work described in the plans and these specifications. Unit costs for earthwork will not be employed to determine payment.

##### B. UNIT PRICE BID ITEMS

1. Payment for work included in unit price bid items shall be based on the completed value of each unit in such quantity actually installed as measured and determined by the Engineer unless the approved Schedule of Values provides sufficient detail for measurement and payment of partial progress of work.
2. Unit pricing shall include all materials, equipment and labor necessary to complete the bid item as shown and indicated in the project documents.
3. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.
4. Contractor or Owner may request re-negotiation of Unit Price for an item if the actual field measured work done for that item differs from the estimated quantity by more than 50% under the following terms:
  - a. Contractor shall not make any claim for damages for any work item for which the actual field measurement does not differ from the estimated quantity by more than 50%, higher or lower.

- b. Re-negotiated Unit Prices shall be based on actual costs to Contractor for the specific work item plus a reasonable allowance for overhead and profit.
  - c. Re-negotiating the Unit Price shall not increase or decrease the Unit Price by more than 10 percent.
  - d. Contractor shall submit to Owner satisfactory data substantiating the actual costs and overhead rate to perform the Work covered by the Unit Price being re-negotiated.
5. No payment will be made if the entire bid item is unused.

**C. MINOR CONTRACT REVISIONS**

- 1. If provided on the Bid Schedule, the Minor Contract Revisions line item is for the sole use of Owner at Owner's discretion for changes to the project.
- 2. The Contractor's shall include the dollar amount provided by the Owner for Minor Contract Revisions in his base bid total.
- 3. The intent of this line item is to provide the Owner's designated project manager a mechanism to approve minor changes to the work, either from Contractor requested changes or from Owner modification, without unnecessary project delay and without further approval by the Owner.
- 4. The Owner shall retain all unused monies in this line item.
- 5. The Owner shall direct Contractor in writing when this line item is to be used along with the amount to be included in the Application for Payment.

**D. ALLOWANCES**

- 1. If provided on the Bid Schedule, an Allowance line item is for the sole use of Owner at Owner's discretion for changes to the project.
- 2. Allowance line items shall be administered per conditions of GC-11.02.
- 3. The Owner shall direct Contractor in writing when this line item is to be used along with the all pertinent specifying information for purchase by contractor.
- 4. Contractor shall submit purchase receipts documenting the cost of owner requested materials with pay application for reimbursement.

**E. STORED MATERIALS**

- 1. If separate payment is requested for materials suitably stored but not installed, paid invoices for the materials shall be submitted.
- 2. Stored materials will be paid at invoice cost plus a maximum of ten percent markup to cover submittals, delivery and handling.
- 3. Requests for materials stored offsite must be approved by Engineer. Request must contain name and address of storage location, property owner, insurance summary covering equipment, description of measures to protect equipment from physical and environmental damage, photo documentation of protection in place and identification of material (Owner, project and equipment), and letter granting Owner legal right to entry and retrieval of materials.

**1.10 BID ITEMS**

**A. Bid Item #1 – Mobilization**

- 1. Description
  - a. The complete mobilization portion of the project is covered under this single lump sum line item.
- 2. Specific inclusions, exclusions or special considerations

- a. This line item shall include all overhead, labor, materials, equipment and other associated costs for the mobilization portion of the project complete and in place as described in the project documents.
- 3. Payment Basis
  - a. Lump Sum

**B. Bid Item # 2 - Material Hauling**

- 1. Description
  - a. This line item is for hauling of owner supplied/stockpiled materials from the Town's wastewater treatment (WWTF) plant sites, both the old and new WWTFs for use in the stream stabilization. Owner supplied/stockpiled material located at the old WWTF consists of riprap and the owner supplied/stockpiled material located at the new WWTF consists of the dirt/backfill. If additional materials are needed, they shall be provided by the contractor.
- 2. Specific inclusions, exclusions or special considerations
  - a. This line item shall include all overhead, labor, materials and equipment and other associated costs involved with hauling owner supplied/stockpiled material to the jobsite for use in the stream stabilization, complete and in place as described in the project documents.
- 3. Payment Basis
  - a. Lump Sum

**C. Bid Item # 3 – Stream Stabilization**

- 1. Description
  - a. This line item is for the installation of the stream bank stabilization according the detail and associated technical specs included in the project documents.
- 2. Specific inclusions, exclusions or special considerations
  - a. This line item shall include all overhead, labor, materials and equipment and other associated costs involved with the supply and installation of materials/components as detailed for the stream bank stabilization, including cofferdams as needed, complete and in place as described in the project documents.
- 3. Payment Basis
  - a. Lump Sum

**D. Bid Item # 4 - Property Restoration**

- 1. Description
  - a. This line item is for the property restoration as described in the project documents.
- 2. Specific inclusions, exclusions or special considerations
  - a. This line item shall include all overhead, labor, materials and equipment involved with the property restoration. This project is located on private properties and restoration and cleanup will need to be coordinated with the Town of Paonia and the individual property owners. Technical specs have been included for revegetation and erosion control. Native grass seed mix contained with the technical specifications shall be used for bidding, but its possible that the Town of Paonia/private property owners

have a preference for a local seed mix. This work shall be complete and in place as described in the project documents.

3. Payment Basis
  - a. Lump Sum

**END OF SECTION**

**SECTION 02240****TEMPORARY DIVERSION AND CONTROL OF WATER DURING CONSTRUCTION****PART 1 GENERAL****1.01 SUMMARY**

- A. Construct and maintain temporary water control structure cofferdams in the Minnesota Creek that are required to perform the work to provide protection for the following:
  - 1. Excavation of the creekbed for sewer line rehabilitation and creek bank stabilization.
  - 2. Restoration of the riverbed to its natural grade
  - 3. Restoration of riverbank and placement of riprap
- B. Provide cofferdams that protect construction that is partially completed inside of the cofferdams from all creek flows.
- C. Remove the cofferdams after they have served their purpose and restore the areas to original conditions, unless indicated otherwise.

**1.02 SUBMITTALS**

- A. Submit under provisions of Sections 01300 and 01340
- B. The contractor shall submit a creek cofferdam control structure plan. The plan shall contain, as a minimum, the following items:
  - 1. The sequence for performing diversion of the creek as related to the Work, and the Contractor's construction schedule. The plan shall include a schedule for installing and removing cofferdams as necessary to perform the Work and accommodate the normal and high runoff periods.
  - 2. Detailed drawings and designs of all cofferdams stamped by a Professional Engineer registered in the State of Colorado. Drawings shall include the boundaries for limits of disturbance. The designs shall include elevations of each of the cofferdams and proposed level of protection in terms of frequency floods.
  - 3. Materials to be used for the construction of each cofferdam and methods for meeting compaction requirements, providing seepage control, and protecting the cofferdams from erosion during high velocity flows.
  - 4. Installation sequence and methods and equipment for installing and removing the cofferdams.
  - 5. The sequence and details for removal of the cofferdams and restoring the creek channel to existing conditions.

### 1.03 QUALITY ASSURANCE

- A. It shall be the responsibility of the Contractor to design and construct cofferdams to protect the work site behind the cofferdams.
- B. It shall be the Contractor's responsibility to select the level of protection for existing and ongoing construction within the temporary channel cofferdams.
- C. It shall be the Contractor's responsibility to investigate the hydrologic and runoff characteristics of Minnesota Creek for developing appropriate designs. All cofferdam provisions shall be adequate to assure the integrity and protection of ongoing construction activities and the finished project and shall be the responsibility of the Contractor.
- D. The dewatering plan, for the cofferdams, shall be sufficient to ensure the safety of individuals during construction work.

## PART 2 PRODUCTS

### 2.01 GENERAL

- A. The Contractor shall provide all materials and work for the cofferdams.

## PART 3 EXECUTION

### 3.01 GENERAL

- A. The Contractor's proposed sequence of construction shall include provisions for diverting and controlling the creek during construction.
- B. It shall be the Contractor's sole responsibility to investigate and make their own conclusions regarding creek flows and timing of the work to coincide with minimizing their risk while performing the work
- C. All materials used to construct the cofferdams shall not be harmful to the creek species, vegetation, and the related ecology.

### 3.02 DESIGN AND PERFORMANCE REQUIREMENTS

- A. The Contractor shall determine the design and performance requirements for all facilities used for temporary diversion and control of water in the creek during construction.
- B. The USFWS and US Army Corps of Engineers shall approve all diversion and cofferdam facilities.

### 3.03 INSPECTION AND REPAIRS

- A. The Contractor shall inspect temporary water control structures and materials on a weekly basis and after all storm events. Findings shall be documented and provided to the Owner and Engineer.
- B. The Contractor shall remove debris and sediment build-up from the temporary control structures as required to maintain the integrity of the creek channel and cofferdams.
- C. Should an overflow or breach condition be encountered or any other damage to the temporary water control structures, the Contractor shall implement repair and or replacement of the damaged area immediately.

#### 3.04 REMOVAL OF TEMPORARY DIVERSION AND CONTROL MEASURES

- A. Temporary cofferdams and control measures shall be removed once the installation of the diffusers and manifold work has been completed and approved by the Owner and Engineer. The Contractor shall properly dispose of the material removed. All areas where temporary control structures are removed shall be regraded, stabilized and revegetated in accordance with these specifications.

**END OF SECTION**



11.

## SECTION 02821

### REVEGETATION AND EROSION CONTROL

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Furnish labor, materials, equipment and services to complete the following work, which shall include but not necessarily be limited to:
1. Soil Preparation and Scarification.
  2. Topsoil Placement.
  3. Seeding, Hydroseeding.
  4. Applying Soils Amendments.
  5. Mulching – Fiber Reinforced Matrix and Bonded Fiber Matrix.
  6. Sediment and Erosion Control.
  7. Slope Stabilization.
  8. Maintaining Areas.
    - a. Erosion control work as shown on the drawings and in schedules.

##### 1.02 SUBMITTALS

- A. Certification. Submit in accordance with Federal Seed Act, seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination for each grass and wildflower seed species.
- B. Maintenance Instructions. Submit 2 copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to completion of planting for review by Landscape Architect.

##### 1.03 QUALITY ASSURANCE

- A. Work of this Section shall be performed by a single firm specializing in landscape work having not less than 5 years successful experience in landscape projects of similar scope to this one.
1. Source Quality Control. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.

##### 1.04 PROJECT / SITE CONDITIONS

- A. Utilities. Determine, based on Owner's site survey and Project Record Documents, location of underground utilities and perform work in a manner which will avoid possible damage. Prior to commencement of landscape work, Landscape Contractor shall contact affected utility companies and request locations of utilities.

- B. Excavation. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstruction, notify Landscape Architect before planting.

#### 1.05 WARRANTY:

- A. Provide written warranty for seeded areas for a period of six (6) months.
- B. For areas seeded after September 31, re-seed unsatisfactory areas by April 1.
- C. For areas seeded after April 1, re-seed unsatisfactory areas after September 31.

### PART 2 PRODUCTS

#### 2.01 TOPSOIL

- A. Topsoil will be stockpiled on site and spread on all disturbed areas specified for native seeding, to 4" minimum depth.
  - 1. Soil Amendments:
    - a. Biosol: 96% fungal biomass (dry mycelium), 1% water and 3% potassium magnesia.
    - b. Humate: A natural trace mineral, carbon, and humic acid bases granular soil conditioner that acts as an organic chelator and microbial stimulator.

#### 2.02 GRASS MATERIALS

- A. Seed Mix. Seed shall be at least 95% pure and shall have a minimum germination percentage of 85%. Seed shall be furnished separately or in mixtures in standard containers with the same seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: Name and address of laboratory, date of test, lot number of each kind of seed, and the results of tests as to name, percentage of weed content for each kind of seed furnished, and in case of a mixture, the proportions of each kind of seed.

**Recommended Native Grass Seed Mix:**

DESCRIPTION	Lbs. (Pls.)* per Acre
Intermediate Wheatgrass 'Tegmar'	10.0
Western Wheatgrass 'Arriba'	8.0
Slender Wheatgrass 'San Luis'	6.0
Sheep Fescue 'Covar'	5.0
Indian Ricegrass 'Nez Par'	6.0
Blue Gramma 'Hachita'	4.0
Sand Dropseed	1.0
Perennial Ryegrass 'Low Grow'	6.0
Rocky Mountain Penstemon 'Bandera'	2.0
Showy Goldeneye	1.0
Blue Flax 'Appar'	1.5
<b>Total:</b>	<b>50.5</b>

\*Pounds Pure Live Seed per Acre

**Recommended Wetland Area Seed Mix:**

DESCRIPTION	%
Canada Wildrye	12.0
Switchgrass	12.0
Alkali Bulrush	12.0
American Sloughgrass	10.0
Prairie Cordgrass	10.0
Soft Stem Bulrush	6.0
Meadow Sedge	6.0
Olney's Threesquare Bulrush	6.0
Nebraska Sedge	6.0
Alkali Grass	6.0
Hardstem Bulrush	5.0
Creeping Spikerush	4.0
Popcorn Sedge	2.0
Pale Bulrush	2.0
Baltic Bulrush	1.0

Seed at the rate of 8oz per 1000 square feet.

**2.03 SOIL EROSION CONTROL**

- A. Fiber Reinforced Matrix: Provide Fiber Reinforced Matrix (Flex Guard, Mat, Inc. 12402 Highway 2, Floodwood, Minnesota, 55736). The matrix shall contain wood fibers that have been pasteurized to 350° F and mechanically defibrated to produce a specific range of fiber lengths, with a minimum of 25% of the fibers averaging .4 inches long and with 50% or more retained on a Clark Fiber Classifier 24-mesh screen.

1. The material, when mixed into a liquid slurry, shall pass a free liquid quality control test ( liquids separate from fibrous solids no greater than one inch in one minute's time as measured on a standard test board).Description

2. The binder shall not dissolve or disperse upon re-wetting.
  3. The matrix shall have minimum water holding capacity of 1000g/100g (1.2 gal/lb matrix).
  4. The matrix shall have no germination or growth inhibiting factors and shall not form a water insensitive crust. The matrix shall be comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.
- B. Bonded Fiber Matrix: Provide Bonded Fiber Matrix ( Soil Guard, Mat, Inc. 12402 Highway 2, Floodwood, Minnesota, 55736 ). The matrix shall be comprised of a long strand, thermally produced wood fibers passing a freeness test at a 760 cc (MLS) level or below (>88% of total volume by weight) held together by organic tackifiers (10%) and mineral bonding agents (<2%) which upon drying, become insoluble and non-dispersible.
1. The material, when mixed into a liquid slurry, shall pass a free liquid quality control test ( liquids separate from fibrous solids no greater than one inch in one minute's time as measured on a standard test board).
  2. The binder shall not dissolve or disperse upon re-wetting.
  3. The matrix shall have minimum water holding capacity of 1000g/100g (1.2 gal/lb matrix).
  4. The matrix shall have no germination or growth inhibiting factors and shall not form a water insensitive crust. The matrix shall be comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.
- C. Sediment Control: Provide Curlex Sediment Logs as manufactured by American Excelsior Company, 850 Avenue H East, Arlington, Texas, 76011, (800) 777-7645. Provide Type II (12 inch diameter), Type III ( 9 inch diameter) and Type IV ( 6 inch diameter) logs. Type and sizes as indicated on drawings.
1. Scour and Erosion Mats: Provide ScourStop™ erosion control mats, as manufactured by Erosion Tech, LLC, 2501 SE Times Drive Ste. 50, Ankey, Iowa, 50021, (877) 997-2687.
- D. Erosion Blanket: Provide Curlex II Fibernet erosion blankets as manufactured by American Excelsior Company, 850 Avenue H East, Arlington, Texas, 76011, (800) 777-7645.
- E. Soil Stabilization: Provide StarTak 600 organic tackifier as manufactured by Chemstar Products Company, 3915 Hiawatha Avenue, Minneapolis, Minnesota, 55406, (612) 722-0079.
- F. Dandy Curb Bags: Provide Dandy Curb Bags for curb and gutter inlet protection as manufactured by Dandy Products, Inc., 1095 Harcourt Road, Mount Vernon, OH 43050, (800) 591-2284.
- G. CPG3000 TRM: Provide CPG3000 Biaxial Geogrid Reinforced Synthetic Fiber Filled Turf Reinforcement Mat (TRM) as manufactured by GreenfiX America, P.O. Box 1459, Brawley, CA 92227, (760) 351-7791

## PART 3 EXECUTION

### 3.01 PREPARATION

#### A. Preparation for Native Grass Seeded Areas:

1. Prior to revegetation planting or topsoil placing, all cut and fill slopes will be contoured to blend in with adjacent terrain. The top and bottom of slopes will be rounded and feathered into undisturbed natural terrain. Abrupt grade changes will be avoided, making smooth transitions from the slope face to more level areas at the top and bottom of slopes.
2. Spread a minimum of 4" of topsoil on all native grass seeded areas.
3. An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5" as a result of grading operations and, if immediately prior to seeding, the top 3" of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter and if shaped to the required grade.
4. Restore seeded areas to specified condition if eroded, hardened (armored), or otherwise disturbed after fine grading and prior to planting.
5. Scarify native grass seeded areas with a dozer or track hoe and leave an irregular surface. Scarification marks should run parallel to the slope contour.

### 3.02 NATIVE GRASSES

#### A. Seeding/Fertilizing:

1. Seed native grass areas in the late fall, prior to the ground freezing or in the early spring.
2. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
3. Sow seed by using hydraulic seeding equipment suitable to conditions and capable of uniform sowing of seed and coverage. Sow seeds with an aqueous mixture consisting of seed, soil amendments and a tracer of hydromulch. For areas inaccessible to seeding machine, hand broadcast seed and rake seed lightly into top 0.125" of soil. Distribute seed evenly over the entire area.
4. Sow native grass seed at not less than 25.0 Lbs./PLS per acre.
5. Apply Biosol at a rate of 1,800 lbs./acre.
6. Apply Humate at a rate of 900 lbs./acre.
7. Seed, soil amendments and tracing mulch shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.
8. All water shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life.
9. All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed.
10. Particular care shall be exercised to insure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas.
11. The mixture shall be applied by means of a high-pressure spray which shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

### 3.03 EROSION CONTROL

#### A. Fiber Reinforced Matrix ( Flex Guard ):

1. Once seed and soil amendments have been applied, apply Flex Guard, as specified, over seeded areas as indicated on the drawings.
2. Flex Guard shall be installed by a contractor certified by the manufacturer to be trained in the proper procedures for mixing and application of the product. The matrix shall be mixed according to the manufacture's recommendations and contractor shall demonstrate 'free liquid' test to inspector upon request. Flex Guard shall be spray-applied at a rate of 3,500 lbs./acre on all seeded slopes. Spray Flex Guard matrix utilizing standard hydraulically seeding equipment in a 2 way directional fashion. Spray 60% of recommended rate in one (1) direction and 40% of the recommended rate in the other direction as to achieve 100% coverage of all exposed soil.
3. The matrix shall have no holes greater than 1mm in size.
4. The matrix shall have no gaps between product and the soil.
5. A manufacturer's representative shall be present during the beginning of installation of the Fiber Reinforced Matrix.
6. Bonded Fiber Matrix: ( Soil Guard ):
7. Once seed has been applied, apply Bonded Fiber Matrix, as specified, over seeded areas as indicated on the drawings.
8. The Bonded Fiber Matrix shall be installed by a contractor certified by the manufacturer to be trained in the proper procedures for mixing and application of the product. The matrix shall be mixed according to the manufacture's recommendations and contractor shall demonstrate 'free liquid' test to inspector upon request. Bonded Fiber Matrix shall be spray-applied at a rate of 2,000 lbs./acre on slopes less than 2:1. Apply matrix at a rate of 3,500 lbs./acre on slopes 2:1 or greater. Spray matrix utilizing standard hydraulically seeding equipment in successive layers as to achieve 100% coverage of all exposed soil.
9. The matrix shall have no holes greater than 1mm in size.
10. The matrix shall have no gaps between product and the soil.
11. The Bonded Fiber Matrix shall not be applied immediately before, during or after rainfall, such that the matrix will have opportunity to dry for up to 24 hours after installation.
12. A manufacturer's representative shall be present during the beginning of installation of the Bonded Fiber Matrix.

#### B. StarTak 600:

1. Apply StarTak 600 on soil stockpiles in locations where indicated on the drawings. Apply mechanically at a rate of 60 lbs./acre.

#### C. Curlex Sediment Logs:

1. Install Curlex Sediment Logs on slopes, drainage swales and drain inlets in locations and sizes as indicated on drawings. Install as per manufactures recommendations and as noted on drawing details.

#### D. Dandy Curb bags

1. Install Dandy Curb Bags over curb and gutter inlets at locations per manufacturers recommendations where noted on the drawings.

#### E. Scour and Erosion Mats

1. Install ScourStop transition mats and Curlex II erosion blankets at outfall areas of drainage culverts as indicated on drawings. Install as per manufactures recommendations and as noted on drawing details.

F. CPG3000 TRM:

1. Install CPG3000 TRM within the rundown channel that approaches the 8' x 8' concrete box culvert according to manufacturer's recommendations and as shown on the drawings.

### 3.04 MAINTENANCE

- A. Maintain grass seeded areas for not less than 30 days and longer as required to establish an acceptable cover.
- B. Surfaces gullied or otherwise damaged following seeding shall be repaired by re-grading and reseeding.

### 3.05 CLEANUP AND PROTECTION

- A. During landscape work, store materials and equipment where directed.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

### 3.06 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, the Landscape Architect will make an inspection to determine acceptability.
- B. Where inspected landscape work does not comply with the requirements, replace rejected work and continue specified maintenance until re-inspected by the Landscape Architect and found to be acceptable. Remove rejected materials promptly from the project site.

**END OF SECTION**



11.

# APPENDIX A

11.

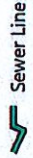


Figure 2: Project Location

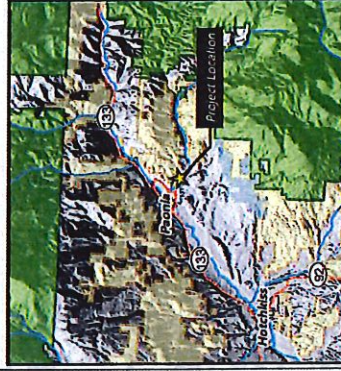


**SITE MAP**  
Minnesota Creek Bank Stabilization Project

LEGEND



Sewer Line



**Disclaimer:**  
This project is an informational planning tool and may not have been prepared for use as a legal document. The information contained herein is for informational purposes only and should not be used as a basis for any legal action. The information contained herein is not intended to constitute an offer of insurance or any other financial product. The information contained herein is not intended to constitute an offer of insurance or any other financial product. The information contained herein is not intended to constitute an offer of insurance or any other financial product.

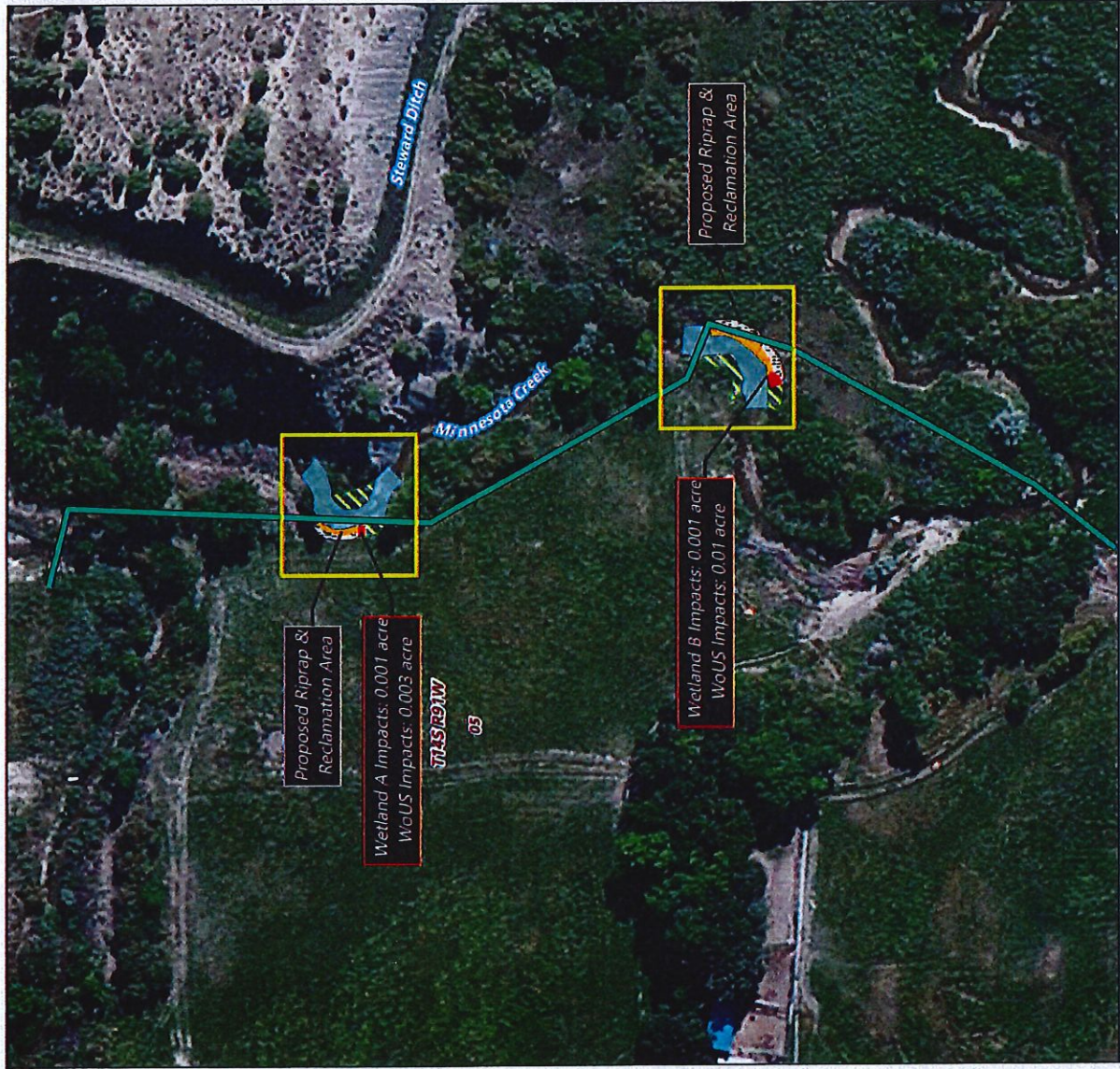
**SGM**  
118 W. 5th St., Suite 200  
Golden, CO 80401  
www.sgm.com

Date: 4/24/2020  
Location: 28.8x71-107.57994  
Created By: SGM  
Drawn By: JDF





Figure 4 – Proposed Bank Stabilization



**PROPOSED PLANS**  
Minnesota Creek Bank Stabilization Project

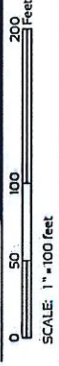
- LEGEND**
- Sewer Line
  - Area of Investigation
  - Riprap / Reclamation Area
  - Wetland Impacts
  - Waters of the U.S. Impacts



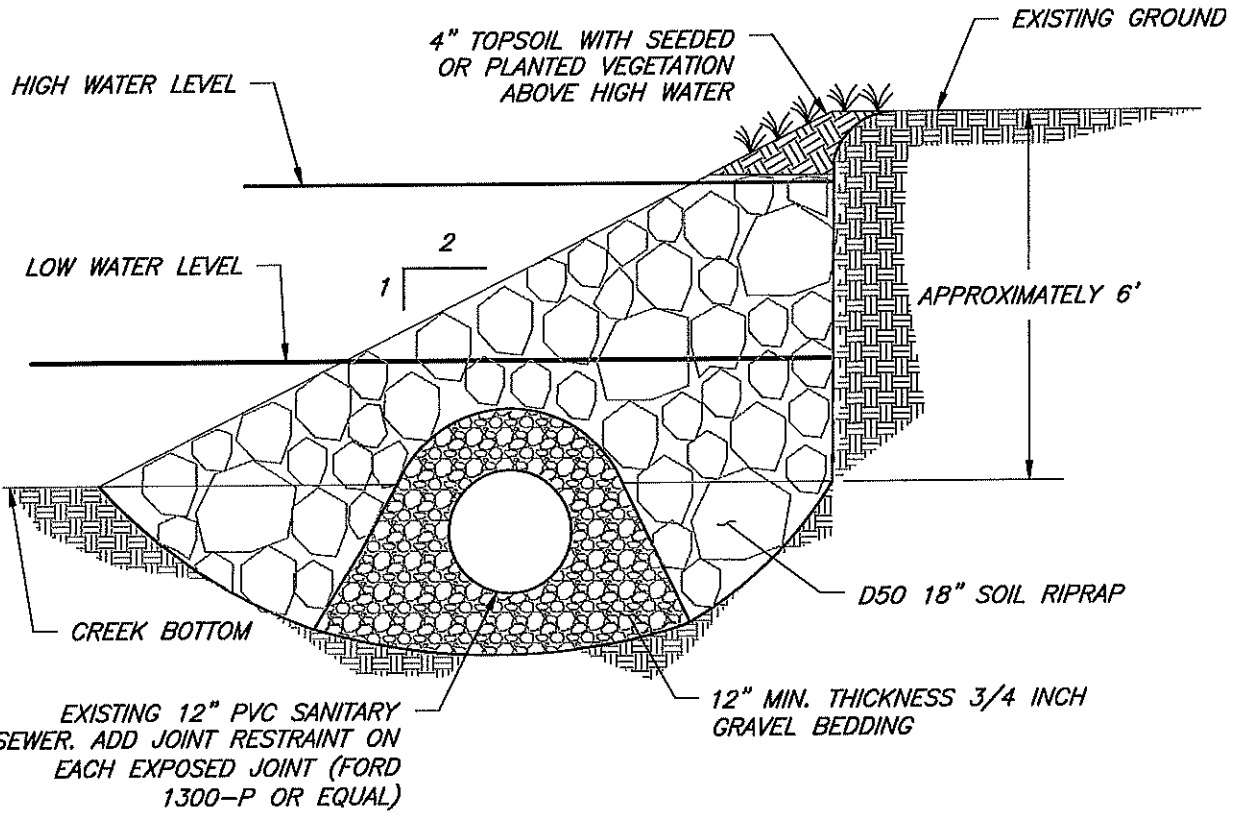
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**SGM**  
SOUTH GARDNER  
1000 S. GARDNER  
LEOMINSTER, MA 01460  
www.sgm-inc.com

Date: 3/24/2020  
Location: 38.0677, -107.57994  
Created By: SGM  
Drawn By: JDF



E:\2013-471 Town of Paonia\007-MinnesotaCrkBank\H-Dwgs\Civil\MiscDwgs\BankStabilization.dwg Plotted: 2/19/2020 3:52 PM By: Tyler LaRocque



Job No.	
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Date:	
QC:	PE:
File:	

11.

# PROJECT MANUAL

TOWN OF PAONIA  
MINNESOTA CREEK BANK STABILIZATION

APRIL 2020

PREPARED BY:

**SGM**

118 W. 6<sup>TH</sup> STREET, SUITE 200  
GLENWOOD SPRINGS, CO 81601



11.

**SECTION 00100****ADVERTISEMENT FOR BID**

Sealed BIDS for construction of **Town of Paonia Minnesota Creek Bank Stabilization** will be received at the offices of the Town of Paonia at 214 Grand Avenue, Paonia, Colorado 81428, until **10:00am, Friday, May 22, 2020**, at which time they will be publicly opened and read aloud.

The project generally consists of

Repair failing creek banks which have exposed a section of an active 12-inch sewer pipeline and threaten another section of the same pipeline. The two locations will repair bank erosion and slope failure to pre-flood conditions and contours utilizing excavation, riprap and fill, grading, and reseeding and erosion control. Work will be completed within Minnesota Creek, therefore cofferdams will be required. The Town of Paonia as applied for the appropriate permits from the Army Corps of Engineers.

Bids will only be accepted from qualified general contractors that have demonstrated experience in construction projects of this type. The bid shall be enclosed in a plainly marked envelope with the Project title (**Town of Paonia Minnesota Creek Bank Stabilization**) and the name and address of bidder and shall be accompanied by the other required documents. If a bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED".

A Bid Bond and Performance and Payment Bonds will not be required for this project.

All technical questions should be directed in writing to Brandyn Bair, SGM, 118 West 6<sup>th</sup> Street, Suite 200, Glenwood Springs, CO 81601 (brandynb@sgm-inc.com, or 970-945-1004).

Town of Paonia  
Travis Loberg  
Public Works Director





**BID AND AGREEMENT  
DOCUMENTS**



**SECTION 00410**

**BID FORM**

**Project Identification:** Town of Paonia Minnesota Creek Bank Stabilization

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Town of Paonia  
214 Grand Avenue  
Paonia, CO 81428

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents and Section 01025 Measurement and Payment for the following price(s):



**Bid Schedule**

**Bid Item # 1 – Mobilization**

Lump Sum Price: Two thousand dollars. (\$ 2,000.00 )  
(written) (total price)

**Bid Item # 2 – Material Hauling**

Lump Sum Price: Five thousand, six hundred dollars. (\$ 5,600.00 )  
(written) (total price)

**Bid Item # 3 – Stream Stabilization**

Lump Sum Price: Ten thousand, five hundred dollars. (\$ 10,500.00 )  
(written) (total price)

**Bid Item # 4 – Property Restoration**

Lump Sum Price: Three thousand, five hundred dollars. (\$ 3,500.00 )  
(written) (total price)

**Total of All Bid Items**

Twenty-one thousand, six hundred dollars.  
(written)

\$ 21,600.00  
(numerals)

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- B. Contractor's License No.: 27-3061365 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): Seth Tribble

By: *Seth Tribble*  
(Individual's signature)

Doing business as: Tribble & Sons LLC.

**A Partnership**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_  
(SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in State of Colorado is \_\_\_/\_\_\_/\_\_\_.

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of second joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 31258 J Road  
Hotchkiss, CO 81419

Phone No. (970) 234-4263 Fax No. N/A

E-mail tribble@tds.net

SUBMITTED on May 22, 2020

State Contractor License No. 27-3061365

11.

## SECTION 00520

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Paonia ("Owner") and  
Tribble + Sons LLC. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Repair failing creek banks which have exposed a section of an active 12-inch sewer pipeline and threaten another section of the same pipeline. The two locations will repair bank erosion and slope failure to pre-flood conditions and contours utilizing excavation, riprap and fill, grading, and reseeding and erosion control. Work will be completed within Minnesota Creek, therefore cofferdams will be required. The Town of Paonia as applied for the appropriate permits from the Army Corps of Engineers.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Town of Paonia Minnesota Creek Bank Stabilization**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by SGM (Engineer), which is to act as Owner's representative, assume all duties and responsibilities; and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed by 15 days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by 20 days, after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. In accordance with Section 00410, Bid Form, attached hereto, in the amount of  
\$ 21,600.00.

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  1. This Agreement (pages 00520-1 to 00520-7, inclusive).
  2. Performance bond (pages 00610-1 to 00610-3, inclusive). **NOT APPLICABLE TO THIS PROJECT**
  3. Payment bond (pages 00615-1 to 00615-3, inclusive). **NOT APPLICABLE TO THIS PROJECT**



4. Other bonds (pages N/A to N/A, inclusive). **NOT APPLICABLE TO THIS PROJECT**
  5. General Conditions (pages 00700-1 to 00700-68, inclusive). **NOT APPLICABLE TO THIS PROJECT**
  6. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive). **NOT APPLICABLE TO THIS PROJECT**
  7. Technical Information/Specifications as included in the Project Manual.
  8. Drawings bearing the following general title: **NOT APPLICABLE TO THIS PROJECT**
  9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_ to \_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. List of other required documents:
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_ to \_\_, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

NOTES TO USER

See IB-21, Signing of Agreement

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

Town of Paonia

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Town of Paonia

214 Grand Avenue

Paonia, CO 81428

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Tribble & Sons LLC.

By: Seth Tribble

Title: Owner / Operator

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

31258 J Road

Hotchkiss, CO 81419

License No.: 27-3061365

(Where applicable)

Agent for service of process:

\_\_\_\_\_

11.



# TECHNICAL SPECIFICATIONS

11.

**SECTION 1025**  
**MEASUREMENT AND PAYMENT**

**PART 1      GENERAL**

**1.01      SUMMARY**

This section describes the procedure for Application for Payment by the Contractor. This section establishes the basis of payment, application format, application content and application review process required by the Owner before they will process the application for actual payment.

**1.02      RELATED SECTIONS**

- A. Section 00520 – Agreement
- B. Section 00620 – Contractor's Application for Payment
- C. Section 00700 - General Conditions: Progress Payments, Retainage and Final Payment
- D. Section 00800 - Supplemental General Conditions
- E. Section 01700 - Contract Closeout

**1.03      FORMAT AND DATA REQUIRED**

- A. Submit Applications for Payment and all other required forms and information to the Engineer.
- B. Provide itemized data on continuation sheets.
- C. Format, schedules, line items, and values: Those of the approved Schedule of Values.

**1.04      PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT**

- A. Prepare Application for Payment and all other required information to Engineer in accordance with terms and schedule established in the General Conditions, Supplemental General Conditions and the Agreement Between Owner and Contractor, or as otherwise negotiated between Owner and Contractor.
- B. Application Form
  - 1. Required information completed, including that for Change Orders executed prior to the date of submittal of application.
  - 2. Summary of dollar values to agree with the respective totals indicated on the continuation sheets.
- C. Continuation Sheets
  - 1. Total list of all scheduled component items of Work, with item number and the scheduled dollar value for each item.

2. Dollar value in each column for each scheduled line item when work has been performed.
  3. Each Change Order executed prior to the date of submission shall be listed at the end of the continuation sheets.
  4. List by Change Order number and description as for an original component item of work.
- D. Contractor shall execute certification with the signature of a responsible officer of the Contractor's firm.

#### 1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When Owner or Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter identifying:
1. Project name and number.
  2. Application number and date.
  3. Detailed list of enclosures.
- B. Submit one (1) copy of data and cover letter for each copy of application.

#### 1.06 SCHEDULE OF VALUES

- A. Refer to General Conditions for requirements.
- B. Where payment is to be based on unit bid prices, correlate Schedule of Values with bid items.
- C. Where payment is to be based on fixed price, correlate Schedule of Values with divisions and sections of specifications, unless otherwise approved by the Engineer.
- D. On Bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to Owner a minimum of 10 days prior to Work on that item. Adequate detail shall be given to allow a value to be placed on Work completed during any given pay estimate. Where payment is to be based on unit Bid prices, correlate schedule of values with divisions and sections of Specifications, unless otherwise approved by the Engineer.
- E. If separate payment is requested for materials suitably stored but not installed, paid invoices for the item shall be submitted.
- F. The Schedule of Values line item for mobilization shall be paid for as a lump sum and shall include all fixed costs for the Work; by way of example, mobilization and demobilization, bond and insurance costs, etc. The first partial pay request shall include not more than 75% of this Bid amount; 25% of this Bid amount shall be paid on the final pay request.

#### 1.07 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Contractor shall complete Application form as specified for progress payments.



- B. Continuation sheets used for presenting the final statement of accounting as specified in Section 01700-Contract Closeout.

#### 1.08 SUBMITTAL PROCEDURE

- A. Submit Application for Payment and all required information to Engineer for review in accordance with the established schedule. Application and all related forms shall be properly executed by signature of a responsible officer of the Contractor's firm.
- B. Engineer to review and verify Application for Payment within established schedule. Contractor shall make corrections noted by Engineer and re-submit three copies of Application to Engineer.
- C. When Engineer finds the Application complete and correct, Engineer will transmit two copies of the complete Application packet to Owner for processing.

#### 1.09 BASIS OF PAYMENT

Progress payments will be made on the basis of Engineer's opinion of completed work of individual project components, plus suitably stored materials on-hand, per the approved Schedule of Values and in accordance with the terms of the General Conditions and Agreement

##### A. LUMP SUM PRICES

1. Where lump sum prices are given for a described portion of the work, that price shall cover all materials, equipment and labor necessary to acquire, deliver, store and install that portion of the work, complete and in place, as shown and indicated in the drawings and as described in the Project Manual.
2. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.
3. Quantities given for lump sum items, including earthwork, are estimates only. The Contractor should satisfy himself as to the actual quantities required to complete the work described in the plans and these specifications. Unit costs for earthwork will not be employed to determine payment.

##### B. UNIT PRICE BID ITEMS

1. Payment for work included in unit price bid items shall be based on the completed value of each unit in such quantity actually installed as measured and determined by the Engineer unless the approved Schedule of Values provides sufficient detail for measurement and payment of partial progress of work.
2. Unit pricing shall include all materials, equipment and labor necessary to complete the bid item as shown and indicated in the project documents.
3. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.
4. Contractor or Owner may request re-negotiation of Unit Price for an item if the actual field measured work done for that item differs from the estimated quantity by more than 50% under the following terms:
  - a. Contractor shall not make any claim for damages for any work item for which the actual field measurement does not differ from the estimated quantity by more than 50%, higher or lower.

- b. Re-negotiated Unit Prices shall be based on actual costs to Contractor for the specific work item plus a reasonable allowance for overhead and profit.
  - c. Re-negotiating the Unit Price shall not increase or decrease the Unit Price by more than 10 percent.
  - d. Contractor shall submit to Owner satisfactory data substantiating the actual costs and overhead rate to perform the Work covered by the Unit Price being re-negotiated.
5. No payment will be made if the entire bid item is unused.

**C. MINOR CONTRACT REVISIONS**

- 1. If provided on the Bid Schedule, the Minor Contract Revisions line item is for the sole use of Owner at Owner's discretion for changes to the project.
- 2. The Contractor's shall include the dollar amount provided by the Owner for Minor Contract Revisions in his base bid total.
- 3. The intent of this line item is to provide the Owner's designated project manager a mechanism to approve minor changes to the work, either from Contractor requested changes or from Owner modification, without unnecessary project delay and without further approval by the Owner.
- 4. The Owner shall retain all unused monies in this line item.
- 5. The Owner shall direct Contractor in writing when this line item is to be used along with the amount to be included in the Application for Payment.

**D. ALLOWANCES**

- 1. If provided on the Bid Schedule, an Allowance line item is for the sole use of Owner at Owner's discretion for changes to the project.
- 2. Allowance line items shall be administered per conditions of GC-11.02.
- 3. The Owner shall direct Contractor in writing when this line item is to be used along with the all pertinent specifying information for purchase by contractor.
- 4. Contractor shall submit purchase receipts documenting the cost of owner requested materials with pay application for reimbursement.

**E. STORED MATERIALS**

- 1. If separate payment is requested for materials suitably stored but not installed, paid invoices for the materials shall be submitted.
- 2. Stored materials will be paid at invoice cost plus a maximum of ten percent markup to cover submittals, delivery and handling.
- 3. Requests for materials stored offsite must be approved by Engineer. Request must contain name and address of storage location, property owner, insurance summary covering equipment, description of measures to protect equipment from physical and environmental damage, photo documentation of protection in place and identification of material (Owner, project and equipment), and letter granting Owner legal right to entry and retrieval of materials.

**1.10 BID ITEMS**

**A. Bid Item #1 – Mobilization**

- 1. Description
  - a. The complete mobilization portion of the project is covered under this single lump sum line item.
- 2. Specific inclusions, exclusions or special considerations

- a. This line item shall include all overhead, labor, materials, equipment and other associated costs for the mobilization portion of the project complete and in place as described in the project documents.
- 3. Payment Basis
  - a. Lump Sum

**B. Bid Item # 2 - Material Hauling**

- 1. Description
  - a. This line item is for hauling of owner supplied/stockpiled materials from the Town's wastewater treatment (WWTF) plant sites, both the old and new WWTFs for use in the stream stabilization. Owner supplied/stockpiled material located at the old WWTF consists of riprap and the owner supplied/stockpiled material located at the new WWTF consists of the dirt/backfill. If additional materials are needed, they shall be provided by the contractor.
- 2. Specific inclusions, exclusions or special considerations
  - a. This line item shall include all overhead, labor, materials and equipment and other associated costs involved with hauling owner supplied/stockpiled material to the jobsite for use in the stream stabilization, complete and in place as described in the project documents.
- 3. Payment Basis
  - a. Lump Sum

**C. Bid Item # 3 – Stream Stabilization**

- 1. Description
  - a. This line item is for the installation of the stream bank stabilization according the detail and associated technical specs included in the project documents.
- 2. Specific inclusions, exclusions or special considerations
  - a. This line item shall include all overhead, labor, materials and equipment and other associated costs involved with the supply and installation of materials/components as detailed for the stream bank stabilization, including cofferdams as needed, complete and in place as described in the project documents.
- 3. Payment Basis
  - a. Lump Sum

**D. Bid Item # 4 - Property Restoration**

- 1. Description
  - a. This line item is for the property restoration as described in the project documents.
- 2. Specific inclusions, exclusions or special considerations
  - a. This line item shall include all overhead, labor, materials and equipment involved with the property restoration. This project is located on private properties and restoration and cleanup will need to be coordinated with the Town of Paonia and the individual property owners. Technical specs have been included for revegetation and erosion control. Native grass seed mix contained with the technical specifications shall be used for bidding, but its possible that the Town of Paonia/private property owners

have a preference for a local seed mix. This work shall be complete and in place as described in the project documents.

3. Payment Basis
  - a. Lump Sum

**END OF SECTION**

**SECTION 02240****TEMPORARY DIVERSION AND CONTROL OF WATER DURING CONSTRUCTION****PART 1 GENERAL****1.01 SUMMARY**

- A. Construct and maintain temporary water control structure cofferdams in the Minnesota Creek that are required to perform the work to provide protection for the following:
  - 1. Excavation of the creekbed for sewer line rehabilitation and creek bank stabilization.
  - 2. Restoration of the riverbed to its natural grade
  - 3. Restoration of riverbank and placement of riprap
- B. Provide cofferdams that protect construction that is partially completed inside of the cofferdams from all creek flows.
- C. Remove the cofferdams after they have served their purpose and restore the areas to original conditions, unless indicated otherwise.

**1.02 SUBMITTALS**

- A. Submit under provisions of Sections 01300 and 01340
- B. The contractor shall submit a creek cofferdam control structure plan. The plan shall contain, as a minimum, the following items:
  - 1. The sequence for performing diversion of the creek as related to the Work, and the Contractor's construction schedule. The plan shall include a schedule for installing and removing cofferdams as necessary to perform the Work and accommodate the normal and high runoff periods.
  - 2. Detailed drawings and designs of all cofferdams stamped by a Professional Engineer registered in the State of Colorado. Drawings shall include the boundaries for limits of disturbance. The designs shall include elevations of each of the cofferdams and proposed level of protection in terms of frequency floods.
  - 3. Materials to be used for the construction of each cofferdam and methods for meeting compaction requirements, providing seepage control, and protecting the cofferdams from erosion during high velocity flows.
  - 4. Installation sequence and methods and equipment for installing and removing the cofferdams.
  - 5. The sequence and details for removal of the cofferdams and restoring the creek channel to existing conditions.

### 1.03 QUALITY ASSURANCE

- A. It shall be the responsibility of the Contractor to design and construct cofferdams to protect the work site behind the cofferdams.
- B. It shall be the Contractor's responsibility to select the level of protection for existing and ongoing construction within the temporary channel cofferdams.
- C. It shall be the Contractor's responsibility to investigate the hydrologic and runoff characteristics of Minnesota Creek for developing appropriate designs. All cofferdam provisions shall be adequate to assure the integrity and protection of ongoing construction activities and the finished project and shall be the responsibility of the Contractor.
- D. The dewatering plan, for the cofferdams, shall be sufficient to ensure the safety of individuals during construction work.

## PART 2 PRODUCTS

### 2.01 GENERAL

- A. The Contractor shall provide all materials and work for the cofferdams.

## PART 3 EXECUTION

### 3.01 GENERAL

- A. The Contractor's proposed sequence of construction shall include provisions for diverting and controlling the creek during construction.
- B. It shall be the Contractor's sole responsibility to investigate and make their own conclusions regarding creek flows and timing of the work to coincide with minimizing their risk while performing the work
- C. All materials used to construct the cofferdams shall not be harmful to the creek species, vegetation, and the related ecology.

### 3.02 DESIGN AND PERFORMANCE REQUIREMENTS

- A. The Contractor shall determine the design and performance requirements for all facilities used for temporary diversion and control of water in the creek during construction.
- B. The USFWS and US Army Corps of Engineers shall approve all diversion and cofferdam facilities.

### 3.03 INSPECTION AND REPAIRS

- A. The Contractor shall inspect temporary water control structures and materials on a weekly basis and after all storm events. Findings shall be documented and provided to the Owner and Engineer.
- B. The Contractor shall remove debris and sediment build-up from the temporary control structures as required to maintain the integrity of the creek channel and cofferdams.
- C. Should an overflow or breach condition be encountered or any other damage to the temporary water control structures, the Contractor shall implement repair and or replacement of the damaged area immediately.

#### 3.04 REMOVAL OF TEMPORARY DIVERSION AND CONTROL MEASURES

- A. Temporary cofferdams and control measures shall be removed once the installation of the diffusers and manifold work has been completed and approved by the Owner and Engineer. The Contractor shall properly dispose of the material removed. All areas where temporary control structures are removed shall be regraded, stabilized and revegetated in accordance with these specifications.

**END OF SECTION**

11.



## SECTION 02821

## REVEGETATION AND EROSION CONTROL

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Furnish labor, materials, equipment and services to complete the following work, which shall include but not necessarily be limited to:
1. Soil Preparation and Scarification.
  2. Topsoil Placement.
  3. Seeding, Hydroseeding.
  4. Applying Soils Amendments.
  5. Mulching – Fiber Reinforced Matrix and Bonded Fiber Matrix.
  6. Sediment and Erosion Control.
  7. Slope Stabilization.
  8. Maintaining Areas.
    - a. Erosion control work as shown on the drawings and in schedules.

## 1.02 SUBMITTALS

- A. Certification. Submit in accordance with Federal Seed Act, seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination for each grass and wildflower seed species.
- B. Maintenance Instructions. Submit 2 copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to completion of planting for review by Landscape Architect.

## 1.03 QUALITY ASSURANCE

- A. Work of this Section shall be performed by a single firm specializing in landscape work having not less than 5 years successful experience in landscape projects of similar scope to this one.
1. Source Quality Control. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.

## 1.04 PROJECT / SITE CONDITIONS

- A. Utilities. Determine, based on Owner's site survey and Project Record Documents, location of underground utilities and perform work in a manner which will avoid possible damage. Prior to commencement of landscape work, Landscape Contractor shall contact affected utility companies and request locations of utilities.

- B. Excavation. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstruction, notify Landscape Architect before planting.

#### 1.05 WARRANTY:

- A. Provide written warranty for seeded areas for a period of six (6) months.
- B. For areas seeded after September 31, re-seed unsatisfactory areas by April 1.
- C. For areas seeded after April 1, re-seed unsatisfactory areas after September 31.

### PART 2 PRODUCTS

#### 2.01 TOPSOIL

- A. Topsoil will be stockpiled on site and spread on all disturbed areas specified for native seeding, to 4" minimum depth.
  1. Soil Amendments:
    - a. Biosol: 96% fungal biomass (dry mycelium), 1% water and 3% potassium magnesia.
    - b. Humate: A natural trace mineral, carbon, and humic acid bases granular soil conditioner that acts as an organic chelator and microbial stimulator.

#### 2.02 GRASS MATERIALS

- A. Seed Mix. Seed shall be at least 95% pure and shall have a minimum germination percentage of 85%. Seed shall be furnished separately or in mixtures in standard containers with the same seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: Name and address of laboratory, date of test, lot number of each kind of seed, and the results of tests as to name, percentage of weed content for each kind of seed furnished, and in case of a mixture, the proportions of each kind of seed.

**Recommended Native Gras Seed Mix:**

DESCRIPTION	Lbs. (Pls.)* per Acre
Intermediate Wheatgrass 'Tegmar'	10.0
Western Wheatgrass 'Arriba'	8.0
Slender Wheatgrass 'San Luis'	6.0
Sheep Fescue 'Covar'	5.0
Indian Ricegrass 'Nez Par'	6.0
Blue Gramma 'Hachita'	4.0
Sand Dropseed	1.0
Perennial Ryegrass 'Low Grow'	6.0
Rocky Mountain Penstemmon 'Bandera'	2.0
Showy Goldeneye	1.0
Blue Flax 'Appar'	1.5
<b>Total:</b>	<b>50.5</b>

\*Pounds Pure Live Seed per Acre

**Recommended Wetland Area Seed Mix:**

DESCRIPTION	%
Canada Wildrye	12.0
Switchgrass	12.0
Alkali Bulrush	12.0
American Sloughgrass	10.0
Prairie Cordgrass	10.0
Soft Stem Bulrush	6.0
Meadow Sedge	6.0
Olney's Threesquare Bulrush	6.0
Nebraska Sedge	6.0
Alkali Grass	6.0
Hardstem Bulrush	5.0
Creeping Spikerush	4.0
Popcorn Sedge	2.0
Pale Bulrush	2.0
Baltic Bulrush	1.0

Seed at the rate of 8oz per 1000 square feet.

**2.03 SOIL EROSION CONTROL**

- A. Fiber Reinforced Matrix: Provide Fiber Reinforced Matrix (Flex Guard, Mat, Inc. 12402 Highway 2, Floodwood, Minnesota, 55736). The matrix shall contain wood fibers that have been pasteurized to 350° F and mechanically defibrated to produce a specific range of fiber lengths, with a minimum of 25% of the fibers averaging .4 inches long and with 50% or more retained on a Clark Fiber Classifier 24-mesh screen.

1. The material, when mixed into a liquid slurry, shall pass a free liquid quality control test ( liquids separate from fibrous solids no greater than one inch in one minute's time as measured on a standard test board).Description

2. The binder shall not dissolve or disperse upon re-wetting.
  3. The matrix shall have minimum water holding capacity of 1000g/100g (1.2 gal/lb matrix).
  4. The matrix shall have no germination or growth inhibiting factors sand shall not form a water insensitive crust. The matrix shall be comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.
- B. Bonded Fiber Matrix: Provide Bonded Fiber Matrix ( Soil Guard, Mat, Inc. 12402 Highway 2, Floodwood, Minnesota, 55736 ). The matrix shall be comprised of a long strand, thermally produced wood fibers passing a freeness test at a 760 cc (MLS) level or below (>88% of total volume by weight) held together by organic tackifiers (10%) and mineral bonding agents (<2%) which upon drying, become insoluble and non-dispersible.
1. The material, when mixed into a liquid slurry, shall pass a free liquid quality control test (liquids separate from fibrous solids no greater than one inch in one minute's time as measured on a standard test board).
  2. The binder shall not dissolve or disperse upon re-wetting.
  3. The matrix shall have minimum water holding capacity of 1000g/100g (1.2 gal/lb matrix).
  4. The matrix shall have no germination or growth inhibiting factors sand shall not form a water insensitive crust. The matrix shall be comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.
- C. Sediment Control: Provide Curlex Sediment Logs as manufactured by American Excelsior Company, 850 Avenue H East, Arlington, Texas, 76011, (800) 777-7645. Provide Type II (12 inch diameter), Type III ( 9 inch diameter) and Type IV ( 6 inch diameter) logs. Type and sizes as indicated on drawings.
1. Scour and Erosion Mats: Provide ScourStop™ erosion control mats, as manufactured by Erosion Tech, LLC, 2501 SE Times Drive Ste. 50, Ankey, Iowa, 50021, (877) 997-2687.
- D. Erosion Blanket: Provide Curlex II Fibernet erosion blankets as manufactured by American Excelsior Company, 850 Avenue H East, Arlington, Texas, 76011, (800) 777-7645.
- E. Soil Stabilization: Provide StarTak 600 organic tackifier as manufactured by Chemstar Products Company, 3915 Hiawatha Avenue, Minneapolis, Minnesota, 55406, (612) 722-0079.
- F. Dandy Curb Bags: Provide Dandy Curb Bags for curb and gutter inlet protection as manufactured by Dandy Products, Inc., 1095 Harcourt Road, Mount Vernon, OH 43050, (800) 591-2284.
- G. CPG3000 TRM: Provide CPG3000 Biaxial Geogrid Reinforced Synthetic Fiber Filled Turf Reinforcement Mat (TRM) as manufactured by GreenfiX America, P.O. Box 1459, Brawley, CA 92227, (760) 351-7791

## PART 3 EXECUTION

### 3.01 PREPARATION

#### A. Preparation for Native Grass Seeded Areas:

1. Prior to revegetation planting or topsoil placing, all cut and fill slopes will be contoured to blend in with adjacent terrain. The top and bottom of slopes will be rounded and feathered into undisturbed natural terrain. Abrupt grade changes will be avoided, making smooth transitions from the slope face to more level areas at the top and bottom of slopes.
2. Spread a minimum of 4" of topsoil on all native grass seeded areas.
3. An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5" as a result of grading operations and, if immediately prior to seeding, the top 3" of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter and if shaped to the required grade.
4. Restore seeded areas to specified condition if eroded, hardened (armored), or otherwise disturbed after fine grading and prior to planting.
5. Scarify native grass seeded areas with a dozer or track hoe and leave an irregular surface. Scarification marks should run parallel to the slope contour.

### 3.02 NATIVE GRASSES

#### A. Seeding/Fertilizing:

1. Seed native grass areas in the late fall, prior to the ground freezing or in the early spring.
2. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
3. Sow seed by using hydraulic seeding equipment suitable to conditions and capable of uniform sowing of seed and coverage. Sow seeds with an aqueous mixture consisting of seed, soil amendments and a tracer of hydromulch. For areas inaccessible to seeding machine, hand broadcast seed and rake seed lightly into top 0.125" of soil. Distribute seed evenly over the entire area.
4. Sow native grass seed at not less than 25.0 Lbs./PLS per acre.
5. Apply Biosol at a rate of 1,800 lbs./acre.
6. Apply Humate at a rate of 900 lbs./acre.
7. Seed, soil amendments and tracing mulch shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.
8. All water shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life.
9. All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed.
10. Particular care shall be exercised to insure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas.
11. The mixture shall be applied by means of a high-pressure spray which shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

### 3.03 EROSION CONTROL

#### A. Fiber Reinforced Matrix ( Flex Guard ):

1. Once seed and soil amendments have been applied, apply Flex Guard, as specified, over seeded areas as indicated on the drawings.
2. Flex Guard shall be installed by a contractor certified by the manufacturer to be trained in the proper procedures for mixing and application of the product. The matrix shall be mixed according to the manufacture's recommendations and contractor shall demonstrate 'free liquid' test to inspector upon request. Flex Guard shall be spray-applied at a rate of 3,500 lbs./acre on all seeded slopes. Spray Flex Guard matrix utilizing standard hydraulically seeding equipment in a 2 way directional fashion. Spray 60% of recommended rate in one (1) direction and 40% of the recommended rate in the other direction as to achieve 100% coverage of all exposed soil.
3. The matrix shall have no holes greater than 1mm in size.
4. The matrix shall have no gaps between product and the soil.
5. A manufacturer's representative shall be present during the beginning of installation of the Fiber Reinforced Matrix.
6. Bonded Fiber Matrix: ( Soil Guard ):
7. Once seed has been applied, apply Bonded Fiber Matrix, as specified, over seeded areas as indicated on the drawings.
8. The Bonded Fiber Matrix shall be installed by a contractor certified by the manufacturer to be trained in the proper procedures for mixing and application of the product. The matrix shall be mixed according to the manufacture's recommendations and contractor shall demonstrate 'free liquid' test to inspector upon request. Bonded Fiber Matrix shall be spray-applied at a rate of 2,000 lbs./acre on slopes less than 2:1. Apply matrix at a rate of 3,500 lbs./acre on slopes 2:1 or greater. Spray matrix utilizing standard hydraulically seeding equipment in successive layers as to achieve 100% coverage of all exposed soil.
9. The matrix shall have no holes greater than 1mm in size.
10. The matrix shall have no gaps between product and the soil.
11. The Bonded Fiber Matrix shall not be applied immediately before, during or after rainfall, such that the matrix will have opportunity to dry for up to 24 hours after installation.
12. A manufacturer's representative shall be present during the beginning of installation of the Bonded Fiber Matrix.

#### B. StarTak 600:

1. Apply StarTak 600 on soil stockpiles in locations where indicated on the drawings. Apply mechanically at a rate of 60 lbs./acre.

#### C. Curlex Sediment Logs:

1. Install Curlex Sediment Logs on slopes, drainage swales and drain inlets in locations and sizes as indicated on drawings. Install as per manufactures recommendations and as noted on drawing details.

#### D. Dandy Curb bags

1. Install Dandy Curb Bags over curb and gutter inlets at locations per manufacturers recommendations where noted on the drawings.

#### E. Scour and Erosion Mats

1. Install ScourStop transition mats and Curlex II erosion blankets at outfall areas of drainage culverts as indicated on drawings. Install as per manufactures recommendations and as noted on drawing details.

F. CPG3000 TRM:

1. Install CPG3000 TRM within the rundown channel that approaches the 8' x 8' concrete box culvert according to manufacturer's recommendations and as shown on the drawings.

### 3.04 MAINTENANCE

- A. Maintain grass seeded areas for not less than 30 days and longer as required to establish an acceptable cover.
- B. Surfaces gullied or otherwise damaged following seeding shall be repaired by re-grading and reseeded.

### 3.05 CLEANUP AND PROTECTION

- A. During landscape work, store materials and equipment where directed.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

### 3.06 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, the Landscape Architect will make an inspection to determine acceptability.
- B. Where inspected landscape work does not comply with the requirements, replace rejected work and continue specified maintenance until re-inspected by the Landscape Architect and found to be acceptable. Remove rejected materials promptly from the project site.

**END OF SECTION**





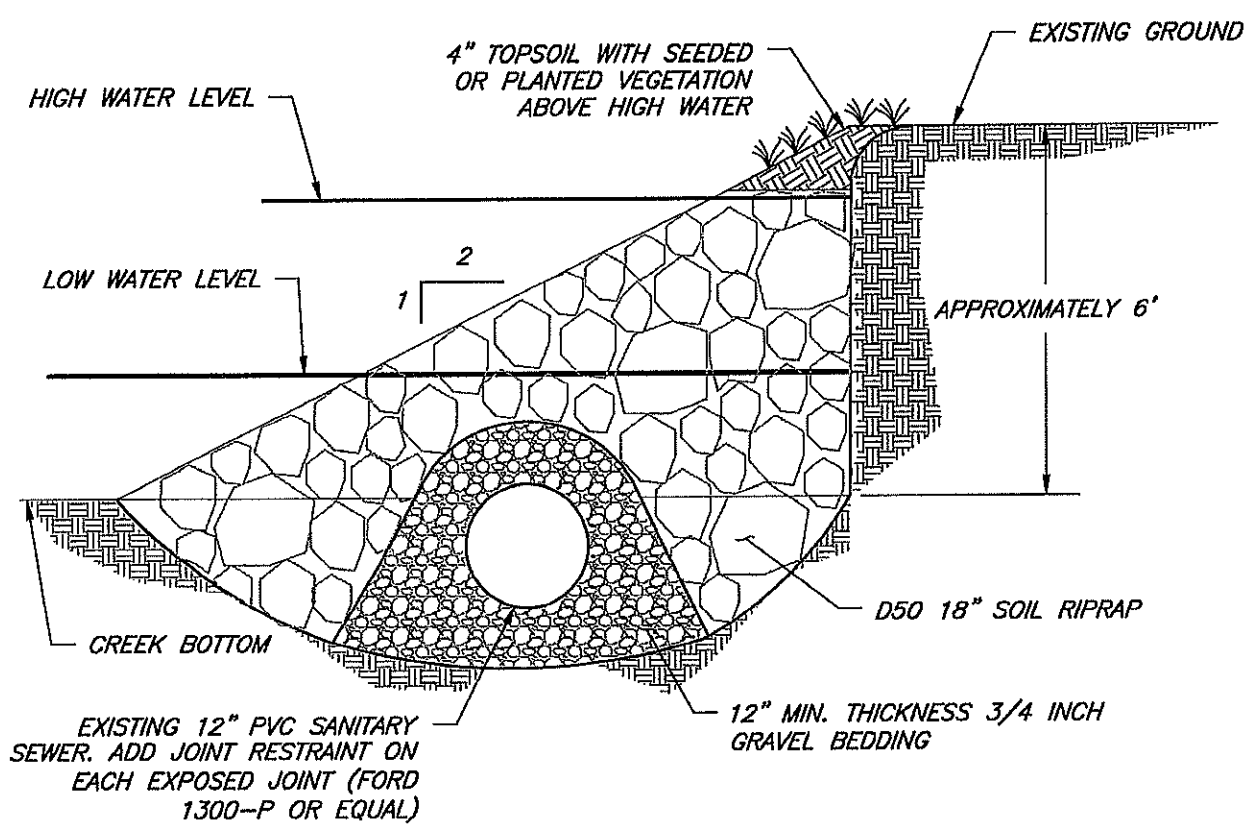
# APPENDIX A







12073-471 Town of Poonia\007-MinnesotaCrkBank\H-Dwgs\Civil\MiscDwgs\BankStabilization.dwg Plotted: 2/19/2020 3:52 PM By: Tyler LaRoque



11.

AGENDA SUMMARY FORM

	Resolution 2020-11 Local Disaster Declaration Extension
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Summary:

The current local disaster declaration extension expires Tuesday, June 9<sup>th</sup>, 2020. The extension is through August 25<sup>th</sup>.

Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

**RESOLUTION 2020-11****TOWN OF PAONIA, COLORADO,  
ORDER DECLARING A LOCAL DISASTER IN AND FOR THE TOWN OF PAONIA**

**WHEREAS**, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, et. seq. (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared unilaterally by the principal executive officer of a political subdivision; and

**WHEREAS**, pursuant to Section 2-2-20(b) of the Town Municipal Code, the Mayor is designated as the executive head of the Town; and

**WHEREAS**, this Declaration is issued pursuant to the authority granted to the Mayor of the Town of Paonia and issued with the approval and support of the Board of Trustees for the Town; and

**WHEREAS**, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" is cases of an illness or condition, communicable or noncommunicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709, this Declaration activates the response and recovery aspects of any applicable disaster emergency plans and authorizes the furnishing of aid and assistance under such plans; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709(1), the declaration of a local emergency shall not be continued beyond a period of seven (7) days or removed except by action of the governing board of the political subdivision for the Town, the Board of Trustees; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster "shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, the [Town] clerk ... and with the office of emergency management"; and

**WHEREAS**, because of the COVID-19 pandemic, which was recognized by the Governor of the State of Colorado on March 10, 2020, the Town is suffering and has suffered a disaster emergency as defined in the Act.

**NOW, THEREFORE, IT IS HEREBY ORDERED** on this 9<sup>th</sup> day of June, 2020, that a disaster emergency is declared in and for the Town of Paonia, beginning on March 10, 2020, and ending on August 25<sup>th</sup>, 2020 unless extended or amended by action of the Board of Trustees for the Town.



**IT IS FURTHER ORDERED** that this Declaration shall be given prompt and general publicity, filed immediately with the office of the Delta County Emergency Manager and a copy filed with the Delta County Clerk and Recorder, as well as to the Colorado Office of Emergency Management.

\_\_\_\_\_  
Mary Bachran, Mayor

ATTEST:

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

AGENDA SUMMARY FORM



Resolution 2020-12 Administrative Modification of Liquor License & Encroachment for Outdoor Dining in Town Right-of-Way

Summary:

In order to support our businesses during the COVID-19 pandemic I respectfully request the Board of Trustees adopt Resolution 2020-12 – granting permission for the creation and implementation of appropriate processes for restaurants to request use of public right-of-way as an extension of their dining and liquor license premise.

Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

**RESOLUTION NO. 2020-12****TOWN OF PAONIA, COLORADO****A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, AMENDING ITS LOCAL DISASTER DECLARATION TO PROVIDE FOR THE ADMINISTRATIVE MODIFICATION OF LIQUOR LICENSED PREMISES AND THE ISSUANCE OF ENCROACHMENT LICENSES TO FACILITATE OUTDOOR DINING WITHIN THE TOWN'S RIGHTS-OF-WAY.**

**WHEREAS**, the Town of Paonia ("Paonia") is a statutory municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Paonia Municipal Code (the "Code"); and

**WHEREAS**, the Mayor issued an Order Declaring a Local Disaster (the "Order") on March 10, 2020; and

**WHEREAS**, the Order was issued pursuant to the authority granted to the Mayor, and issued with the approval and support of the Board of Trustees; and

**WHEREAS**, pursuant to Chapter 6, Article 1 of the Paonia Municipal Code, the Liquor Licensing Authority for the Town is the Board of Trustees, and the Town Clerk is vested with the authority to assist the Liquor Licensing Authority by receiving all applications and exercising discretion in forwarding matters to the Liquor Licensing Authority; and

**WHEREAS**, pursuant to Section 11-1-80 of the Paonia Municipal Code, the Town Clerk may authorize encroachment over or upon the public right-of-way by the issuance of a street closure permit; and

**WHEREAS**, on May 15, 2020, due to public health concerns raised by the presence of COVID-19 in the state, the Liquor Enforcement Division for the State of Colorado issued Emergency Regulation 47-302 in Bulletin 20.07 ("Emergency Regulation 47-302") establishing procedures for a licensee seeking to temporarily modify the licensed premises, including into outdoor areas contiguous or adjacent to the existing licensed premises; and

**WHEREAS**, pursuant to Emergency Regulation 47-302, a licensee must seek permission of the relevant Local Licensing Authority in addition to the State Licensing Authority to temporarily modify its licensed premises to facilitate social distancing by employees and customers; and

**WHEREAS**, in order to facilitate the business of licensees and be consistent with Emergency Regulation 47-302, the Board of Trustees wishes to authorize administrative review and approval of modifications to licensed premises; and

**WHEREAS**, in order to facilitate the business needs during periods of mandated social distancing, the Board of Trustees wishes to authorize administrative review and approval of permits to encroach in the Town's rights-of-way; and

**WHEREAS**, the Board of Trustees finds and declares that it is in the best interests of the health, welfare, and safety of the residents of the Town of Paonia to permit administrative review and approval of liquor licensed premises modifications and permits to encroach in the Town's rights-of-way to

accommodate business during the local disaster emergency and mandatory social distancing.

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

Section 1. The above recitals are hereby incorporated as findings by the Town of Paonia.

Section 2. The Order Declaring a Local Disaster in a for the Town of Paonia is hereby amended to provide the following:

A. The Town Clerk is authorized to administratively review and approve modifications of premises licensed pursuant to Article 6 of the Paonia Municipal Code, in accordance with Emergency Regulation 47-302.

B. The Town Clerk is authorized to administratively create, review and approve temporary permits to encroach upon the Town's rights-of-way in order to facilitate expansion of outdoor seating areas for dining, in accordance with Colorado Department of Public Health and Environment social distancing requirements.

Section 3. Notwithstanding the foregoing, nothing herein shall excuse a licensee from complying with applicable provisions of Article 6 of the Paonia Municipal Code or under state law, Sections 44-3-101 *et seq.* and 44-4-101 *et seq.*, C.R.S, or other conditions of the license.

Section 4. This Resolution shall stay in effect until termination of the Town's emergency declaration.

ADOPTED AND APPROVED this \_\_\_\_ day of June 2020.

**TOWN OF Paonia, COLORADO**

By \_\_\_\_\_  
Mary Bachran, Mayor

ATTEST:

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



# Paonia Police Department

## Law Incident Table, by Date and Time

**Date Occurred:** 05/15/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
06:29:09	CIVIL PROBLEM	BOX ELDER AVE, Paonia, CO	PPD	PPD	
11:01:24	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 2</b>					

**Date Occurred:** 05/16/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:52:07	Code Enforce	ONARGA AVE, Paonia, CO	PPD	PPD	WW
11:58:41	Code Enforce	POPLAR AVE, Paonia, CO	PPD	PPD	WW
13:55:17	BURGLARY	OAK AVE, Paonia, CO	PPD	PPD	CIT
15:14:53	SUSPICIOUS	BOX ELDER AVE, Paonia, CO	PPD	PPD	UNF
15:52:57	Traffic Stop	50 Block of Samuel Wade RD., Paonia, CO	PPD	PPD	CIT
20:42:23	Traffic Stop	50 SAMUEL WADE RD, Paonia, CO	PPD	DIST3	CIT
<b>Total Incidents for this Date: 6</b>					

**Date Occurred:** 05/17/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
01:05:47	Information	GRAND AVE, Delta, CO	PPD	DPD	UNF
10:05:38	Medical/transfe	MAIN AVE, Paonia, CO	PPD	PPD	
10:39:34	ALARM	3RD ST, Paonia, CO	PPD	PPD	
11:53:28	CRIM MISCHIEF	GRAND AVE, Paonia, CO	PPD	PPD	
20:46:06	HARASSMENT	200 BLOCK GRAND AVE, Paonia, CO	PPD	PPD	VW
<b>Total Incidents for this Date: 5</b>					

**Date Occurred:** 05/18/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:22:05	911	3RD ST, Paonia, CO	PPD	PPD	
13:51:26	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW
13:52:47	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW
14:16:08	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW
14:18:24	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW
16:25:43	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
16:32:49	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
17:46:48	Code Enforce	3RD ST, Paonia, CO	PPD	PPD	WW
18:43:31	Information	ONARGA AVE, Paonia, CO	PPD	PPD	UNF
21:24:32	AGENCY ASSIST	HIGHWAY 133; MILE POST 13, Paonia, CO	PPD	GSO	
<b>Total Incidents for this Date: 10</b>					

**Date Occurred:** 05/19/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
01:24:31	911/hangup	ONARGA AVE, Paonia, CO	PPD	PPD	
09:39:44	CRIM MISCHIEF	GRAND AVE, Paonia, CO	PPD	PPD	
12:09:38	Code Enforce	2ND ST, Paonia, CO	PPD	PPD	WW
13:12:41	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW
13:37:36	Information	BOX ELDER AVE, Paonia, CO	PPD	PPD	
16:20:36	WELFARE CHECK	OAK AVE, Paonia, CO	PPD	PPD	
17:57:19	FIRE	MAIN AVE, Paonia, CO	PPD	PPD	
18:50:58	SHOPLIFTING	2ND, Paonia, CO	PPD	PPD	WW
19:24:40	AGENCY ASSIST	PRICE RD, Paonia, CO	PPD	DIST3	
19:41:57	CIVIL PROBLEM	2ND ST, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 10</b>					

**Date Occurred:** 05/20/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:57:49	Parking Problem	200 Block of Onarga AVE., Paonia, CO	PPD	PPD	WW
11:45:34	Code Enforce	3RD ST, Paonia, CO	PPD	PPD	WW
11:59:01	Code Enforce	3RD ST, Paonia, CO	PPD	PPD	WW
13:15:06	Code Enforce	3RD ST, Paonia, CO	PPD	PPD	WW
15:41:40	CITIZEN ASSIST	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
17:20:52	AGENCY ASSIST	MATHEWS LN, Paonia, CO	PPD	DIST3	
21:03:19	Traffic Stop	50 BLOCK OF SAMUEL WADE, Paonia, CO	PPD	DIST3	VW
22:03:25	911/hangup	DELTA AVE, Paonia, CO	PPD	PPD	UNF
<b>Total Incidents for this Date: 8</b>					

**Date Occurred:** 05/21/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:01:55	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
11:34:33	Parking Problem	BLOCK POPLAR AVE, Paonia, CO	PPD	PPD	WW
13:30:28	Parking Problem	300 BLOCK BOX ELDER, Paonia, CO	PPD	PPD	WW
14:10:40	Code Enforce	MAIN AVE, Paonia, CO	PPD	PPD	WW
<b>Total Incidents for this Date: 4</b>					

**Date Occurred:** 05/22/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:56:10	Parking Problem	RIO GRANDE AVE, Paonia, CO	PPD	PPD	WW
13:24:06	Parking Problem	50 BLOCK West 4TH St, Paonia, CO	PPD	PPD	WW
16:45:50	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
22:29:21	TRESPASS	4TH ST, Paonia, CO	PPD	PPD	VW
<b>Total Incidents for this Date: 4</b>					

**Date Occurred:** 05/23/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
03:30:09	SUSPICIOUS	NORTH FORK AVE, Paonia, CO	PPD	PPD	UTL
15:40:23	CRIM MISCHIEF	Poulus Park, Paonia, CO	PPD		
18:00:42	Traffic Stop	300 BLOCK 5TH St, Paonia, CO	PPD	PPD	CIT
18:12:38	Traffic Stop	100 BLOCK 2ND St, Paonia, CO	PPD	PPD	CIT
21:04:16	AGENCY ASSIST	MINNESOTA CREEK RD, Paonia, CO	PPD	GSO	
22:25:34	AGENCY ASSIST	M RD, Paonia, CO	PPD	DIST3	

**Total Incidents for this Date:** 6**Date Occurred:** 05/24/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:58:44	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW
12:05:38	Traffic Stop	400 Block North Fork AVE., Paonia, CO	PPD	PPD	VW
14:10:59	THEFT FROM AUTO	GRAND AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date:** 3**Date Occurred:** 05/26/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:26:56	Code Enforce	ALDER CT, Paonia, CO	PPD	PPD	WW
15:25:46	VIN INSPECTION	LAMBORN MESA RD; Colorado, Paonia, CO	PPD	DIST3	
16:14:08	Parking Problem	100 BLOCK ONARGA AVE., Paonia, CO			
16:46:19	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	WW
19:29:22	Parking Problem		PPD	PPD	
20:42:10	Medical/transfe	RIO GRANDE AVE, Paonia, CO	PPD	PPD	WW
		NORTH FORK AVE, Paonia, CO	PPD	PPD	
21:11:51	DUI	HIGHWAY 133, Paonia, CO	PPD	DIST3	CAA
			PPD	PPD	UTL
22:36:40	Noise Complaint	MINNESOTA AVE, Paonia, CO			

**Total Incidents for this Date:** 8**Date Occurred:** 05/27/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:52:35	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	

**Total Incidents for this Date:** 1**Date Occurred:** 05/28/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:18:50	THEFT FROM AUTO	ONARGA AVE, Paonia, CO	PPD	PPD	
15:19:55	VIN INSPECTION	BOX ELDER AVE, Paonia, CO	PPD	PPD	
22:14:46	CITIZEN ASSIST	BOX ELDER AVE, Paonia, CO	PPD	PPD	UNF

**Total Incidents for this Date:** 3



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**Date Occurred:** 05/29/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:16:30	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
15:36:23	Information	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
15:37:42	CIVIL PROBLEM	GRAND AVE, Paonia, CO	PPD	PPD	
18:29:38	Medical/transfe	DELTA AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 4**

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**Date Occurred:** 05/30/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:42:51	ANIMAL PROBLEM	400 Block of Grand AVE., Paonia, CO	PPD	PPD	
12:04:48	CIVIL PROBLEM	PRICE RD, Paonia, CO	PPD	DIST3	ACT
20:33:07	ANIMAL PROBLEM	2ND ST, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 3**

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**Date Occurred:** 05/31/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:36:01	Medical/transfe	5TH ST, Paonia, CO	PPD	PPD	
20:20:15	AGENCY ASSIST	O RD, Paonia, CO	PPD	DIST3	
22:58:31	Noise Complaint	4TH ST, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 3**

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Total reported: 80

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VW-4, WW-23, CIT-3, CAA-1, UNF-1, UTL-1

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**Report Includes:**

All dates between `00:00:01 05/15/20` and `00:00:01 06/01/20`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

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**Corinne Ferguson**

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**From:** Julie J. Huffman [REDACTED]  
**Sent:** Friday, March 20, 2020 5:15 PM  
**To:** Paonia; Corinne Ferguson  
**Subject:** Municipal Court Judge Letter of Interest & Resume  
**Attachments:** Municipal Judge Letter of Interest.pdf; Julie Resume.pdf

Dear Board of Trustees,

Please find my letter of interest for the Municipal Court Judge position. I sincerely apologize that I am sending this past the deadline of 4:30 pm. This has been such a strange week for all of us, and this has overshadowed the timing of the sending of this letter. I hope it will still be considered.

Best regards,

**Julie J. Huffman**  
CLAY, DODSON & HUFFMAN, P.C.  
415 Palmer Street  
Delta, CO 81416  
970-874-9777/ 970-240-9044 (fax)

The information contained in this email message may be privileged and confidential information, intended only for the use of the individual or entity addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this email is strictly prohibited.

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## Julie J. Huffman

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### LICENSURE

#### Colorado Law License

Colorado Bar

Denver, CO

October 22, 2007 - Present

### WORK EXPERIENCE

#### Law Firm Partner

Clay, Dodson &amp; Huffman, P.C.

Delta, Colorado

Sept. 2018-Present

- Represent clients in a variety of civil law cases, including but not limited to leases, contracts, estate planning, boundary adjustments, subdivision, quiet title, water law, landlord/tenant, probate, employment law, corporation setup and corporate law.
- Associate at firm February 2017 – September 2018

#### County Court Judge

Montrose County Court &amp; Associate Court

7<sup>th</sup> Judicial District

July 2012 – August 2018

- Presided over all Division E County Court matters including criminal cases, traffic infractions, protection orders, small claims, and civil cases.
- Presided over jury trials and trials to the court in all county court docket matters.
- Ruled on all pleadings filed with Division E of the Montrose County Court.

#### State of Colorado, Contract Attorney (GAL)

Office of the Child's Representative

7<sup>th</sup> Judicial District

April 2008 – Feb. 2017

- Represent the best interests of children in Dependency and Neglect and Probate Guardianship cases in District Court.
- Draft and file pleadings, litigate jury trials and trials to the court, draft appellate briefs, and make oral arguments to the Colorado Court of Appeals.
- Conduct independent investigations of cases, including interviewing children, parents, relatives, case workers, and other collaterals.
- Conduct regular case management through communication with children, parents, case workers, therapists, teachers, and other collaterals.

#### State of Colorado, Contract Attorney (RPC)

Respondent Parent Counsel

7<sup>th</sup> Judicial District

July 2009 – July 2012

- Represented the rights of parents in Dependency and Neglect cases in District Court.
- Drafted and filed pleadings and litigated jury trials and trials to the court.
- Conduct regular case management through communication with clients, case workers, and other collaterals.

**Solo Practitioner Attorney**

Domestic Relations and Probate Practice                      7<sup>th</sup> Judicial District                      Jan. 2010 – Feb 2017

- Pro bono and private pay representation of clients in domestic relations and probate guardianship cases.

**Legal Intern**

7<sup>th</sup> JD District Attorney's Office                      Montrose, CO                      January 2008 – April 2008

- Assisted with the County Court criminal docket. Duties included drafting pleadings and appearing in court for bond hearings and advisement hearings.
- Contacted victims and pro se defendants regarding plea negotiations.
- Prepared research briefs for other attorneys within the District Attorney's Office.

**Legal Intern**

Kenton County Attorney's Office                      Covington, KY                      January 2007 – May 2007

- Conducted juvenile detention hearings, temporary removal hearings, abuse and neglect adjudications and dispositions, and permanency reviews on a weekly basis.
- Negotiated appropriate outcomes on juvenile cases with parents' attorneys and guardian ad litem.
- Prepared attorneys and social workers for upcoming juvenile dockets.
- Drafted legal memos and other legal documents as needed.
- Conducted legal research for all County Attorneys as needed.

**Child Protective Services Worker**

Cabinet for Families & Children                      Covington, KY                      April 2002 – August 2004

- Participated in district and family court hearings regarding abuse, neglect, and dependency cases.
- Submitted court reports to judges and attorneys in preparation for district and family court hearings.
- Collaborated daily with family members and communities partners to provide case planning and support services to families experiencing abuse, neglect and dependent circumstances.

**CAREER MEMBERSHIPS & COMMUNITY ACTIVITIES**

- Colorado Bar Association (CBA) Member 2007- Present
- CBA 7<sup>th</sup> JD Secretary 2013 – 2016
- CBA 7<sup>th</sup> JD President 2016-2018
- Montrose Community Band Member 2008 – Present
- Valley Symphony Member 2014-2017
- CASA Voices for Children, Volunteer Trainer & Supporting Member 2008-2018
- Uncompahgre Volunteer Legal Aid, Pro Bono Attorney 2011 – 2017
- Centennial Middle School Mock Trial Competition, Presiding Judge, May 2014
- Montrose High School Speech & Debate Judge, January 2020

**EDUCATION****Juris Doctor**

Salmon P. Chase College of Law                      Highland Heights, KY                      August 2004 – May 2007

- Cum Laude; Top 15% of Class
- Dean's List Recognition Spring 2005 & Fall 2006
- Chase Alumni Merit Scholarship Recipient (2006-2007)
- A. David Nichols Scholarship Recipient (2006-2007)
- Westlaw Certification Training
- Northern Kentucky Bar Association
  - NKBA Scholarship Award Recipient (Fall 2006)
  - Women Lawyers Committee Member – (2004-2007)
  - Family Law Committee Member – (2004-2005)
- National Women's Law Student Association
  - Kamilla Mazanec Achievement Award Recipient (Fall 2006)
  - Coordinating President (2006-2007)
  - Administrative President (2005-2006)
- Legal Aid Pro Se Divorce Workshop Volunteer

**B.A. Sociology**

University of Northern Colorado                      Greeley, CO                      Fall 1998 – Spring 2001

- G.P.A. 3.86
- Four-year member of the UNC Honors Program
  - Authored and presented an undergraduate honor thesis.
- Four-year recipient of the Honors Program Scholarship
- Four-year Dean's List Recognition

W. BRUCE JOSS  
[REDACTED]  
[REDACTED]

Corinne Ferguson  
Paonia Town Administrator  
PO Box 460  
Paonia, Colorado 81428

Re: Municipal Court Judge position  
Ms. Ferguson,

Please accept this letter as my statement of interest in serving as the Municipal Court Judge for the Town of Paonia. My wife and I have owned a house on O Road since 2001 and have spent considerable time here over the years. I have 35 years of experience working in municipal courts, first as a prosecutor for 21 years and then as the Presiding Judge in Louisville, Colorado, for 14 years. I have also served as a judge in the municipal courts of Boulder, Thornton, Broomfield, Longmont, Edgewater, Erie, and Delta. I have served as the Interim Judge in Paonia since January 2020. Therefore, I have been involved in almost every kind of possible case in municipal court: simple traffic cases, animal cases, thefts, assaults, property damage, shop lifting, zoning disputes, building code issues, and dealing with trash and junk. I have presided over hundreds of trials, including at least 50 jury trials. My current resume is included with this letter.

I strongly believe in dealing with local violations in local municipal court. This is more efficient for the defendants and certainly more efficient for the local police officers because there is more time to deal with cases, and there is the benefit of having a town perspective.

One of my main goals is to be sure that all defendants get their appropriate chance to tell their story, if they wish. I never want any person to leave court thinking that their case was too hurried and that they didn't get a chance to speak. Each individual is entitled to his or her day in court.

Sentencing alternatives should be centered in Paonia, when possible. Also attached, you will find a description of a selection of the sentencing alternatives that I have been using, and will continue to use, in the Paonia Court.

I welcome the chance to meet with Town representatives to discuss my background, the operation of the Paonia Court, and to answer any questions.

Yours truly,

  
W. Bruce Joss

Attached: Resume, Sentencing alternatives



### Professional Summary

More than 37 years of professional legal experience as a partner and shareholder in Louisville's oldest law firm, Rautenstrauss and Joss, PC. Licensed to practice law in the State of Colorado in 1974. Represented individuals, business clients, fire districts; served five years as City Attorney for the City of Louisville; and served as prosecutor in the Louisville Municipal Court for twenty-one years. I served as the Presiding Judge for Louisville Municipal Court from 2001 until 2016 and was President of the Colorado Municipal Judges Association in 2012. I represented clients in Municipal Courts, County Courts, District Courts, the Colorado Court of Appeals, and the Colorado Supreme Court.

### Professional Experience

<b>Rautenstrauss &amp; Joss, P.C.</b>	Retired from the firm	<b>2012</b>
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### Municipal Court Experience

- Prosecuted all municipal court violations in the Louisville Municipal Court and have tried many cases to both the trial Court and to juries. Helped draft various ordinances which were presented to the City Council for adoption, including the de-criminalizing of most traffic offenses
- Served as a substitute prosecutor in Broomfield, Lafayette, Federal Heights and Sheridan Courts
- Appeared in Municipal Courts in Boulder, Lafayette, Longmont, Arvada, and Broomfield representing private clients
- Implemented a number of innovations in the Louisville Municipal Court while the prosecutor and Presiding Judge including:
  - Mediation for neighborhood disputes
  - Deferral of prosecution for first time juvenile defendants
  - Use of community service in sentencing
  - Referral of defendants to classes for aggressive driving, shoplifting, etc.
  - Program for evaluation, sentencing of minors in possession of alcohol, marijuana

- Required essays by juvenile offenders for driving and criminal offenses
- Appointed Presiding Judge for Louisville Municipal Court in December 2001, retired June 30, 2016
- Reserve Judge for Boulder Municipal Court from 2005 to 2017
- Associate Judge in the Thornton Municipal Court from 2007 to 2018
- Associate Judge in the Broomfield Municipal Court from 2010 to 2017
- Served as an Associate Judge in the Longmont and Edgewater Municipal Courts
- Appointed Judge in the Erie Municipal Court for an Ethics Complaint and to conduct a jury trial involving a member of the Town Board as a complaining witness.
- Associate Judge in Delta Municipal Court since 2016
- Alternate Judge in Cedaredge Municipal Court since 2017
- Municipal Judge in Paonia Municipal Court since December, 2019

### **General Court Experience**

Represented clients in various criminal cases in municipal and county courts. Cases included traffic, assaults, DUIs, and DWAI's

Represented individuals and business clients in various civil matters. Cases included commercial litigation, probate litigation, domestic relations, and real estate issues

Represented private clients before local liquor authorities on licensing issues and violation allegations

In the Boulder Municipal Court, handled a number of cases involving homeless defendants, including conducting a number of jury trials

Appeared in County and District Courts throughout the State of Colorado, the Colorado Court of Appeals, and the Colorado Supreme Court



## **City Attorney, City of Louisville**

City Attorney for City of Louisville, 1976 to 1981

Involved in the first formal codification of the Louisville Municipal Code. Drafted numerous ordinances dealing with land use development, trees, animals, and various other subjects. I represented the City in an annexation case before the Colorado Supreme Court.

Advised members of the City Staff, Police Department, City Boards, and the City Council on legal issues

Prosecuted liquor code violations before the Louisville Liquor Authority

### **Professional Associations**

Admitted to practice in the United States District Court for the District of Colorado, 1974

Member Colorado Municipal Judges Association since 2002

Director, Colorado Municipal Judges Association from 2006 to 2008

President, Colorado Municipal Judges Association 2012

### **Community Affiliations**

Board of Directors, University of Colorado Alumni Association, 1978-1982

Advisory Committee for Planned Giving, Humane Society of Boulder Valley, 1998 to 2010

Board of Directors, Fire Service representative, Boulder County Communications Center, 1997 to 1999

Capital Campaign Government Committee, Humane Society of Boulder Valley, 1999 to 2000

Director, Heritage Bank, 1990 to 2007

Director, Humane Society of Boulder Valley, 2006 to 2011 Chairman of Board of Directors, 2010 to 2011

Director, Animal Assistance Foundation, 2013 to 2015

Director, Surface Creek Animal Shelter since 2016

Director, Surface Creek Valley Historical Society 2016 to 2020

### **Professional References**

Honorable Randall Davis  
Presiding Judge, Broomfield Municipal Court  
131 E 11<sup>th</sup> Place  
Broomfield, Colorado 80020  
303-249-9590

Honorable Linda Cooke  
Presiding Judge, Boulder Municipal Court  
1777 6<sup>th</sup> Street  
Boulder, Colorado 80302  
303-441-1844

Colette Cribari, Esquire  
3223 Arapahoe Avenue, Suite 300  
Boulder, Colorado 80301  
303-960-9455

Programs that are being implemented in the Paonia Municipal Court:

Because there are now restrictions in dealing with defendants who fail to pay court fines, costs, and/or assessments, the Court has begun using alternative programs to impose proper sentences and procedures for defendants.

1. Complete a required class for defensive driving, petty theft, responsible pet ownership on line at a reasonable charge through ISAE Education Programs. These classes are all available on line.
2. Perform Community Service. Paonia has a number of non-profit organizations that depend upon and can utilize local volunteers such as – Western Slope Conservation Center, Solar Energy International, CAWS, Volunteers of America, and the Paonia Public Library. With the cooperation of these organizations, defendants can be referred to perform a designated number of community service hours. This can be in lieu of or in addition to a monetary fine. This program benefits the defendant and the local non-profit. There is no additional administrative cost to the town or the non-profit. The only requirement of the non-profit is the time to monitor the community service worker and to complete a form verifying the time worked and number of hours.

Sentencing options for juveniles are very limited. Ordering a teenager without a job to pay a fine normally results in the parent paying the fine. If there is a way for the child to pay back the parent, I take that into consideration. Another option is to order Juvenile defendants to complete community service if they are at least 14 years old, with the agreement of the non-profit. That way, the juvenile is directly responsible for completing the sentence.


A defendant ordered to do community service is required to appear in Court on a designated return date and to present the written verification of the completed community service. I always ask the defendant to explain what they did for the non-profit.

3. Juvenile defendants can be ordered to prepare essays as a part of their sentence. For juveniles charged with traffic offenses that involve speeding or lack of attention, the juvenile is required to prepare a report calculating the needed time and the required distance to stop a vehicle at 30, 45, and 60 miles per hour. The report is then presented to me in Court. Shop lifters and those with property damage are required to write a short essay about the effects of their actions – loss of profit, loss of the value of the stolen item or damaged property, administrative time to deal with theft.


The defendant is required to appear in Court on a return date. I read the report and ask questions of the juvenile as indicated above.

4. Juveniles come to Court after school hours so they don't have to miss school for Court

AGENDA SUMMARY FORM

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

AGENDA SUMMARY FORM

	Finance & Personnel Governmental Affairs & Public Safety Public Works-Utilities-Facilities Space to Create Tree Board
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Summary:

Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear:	Trustee Budinger:	Trustee Johnson:
Trustee Knutson:	Trustee Meck:	Trustee Pattison:	Mayor Bachran:

AGENDA SUMMARY FORM

	Adjournment
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Summary:

Notes:

Possible Motions:

Motion by: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ vote: \_\_\_\_\_

Vote:	Trustee Bear:	Trustee Budinger:	Trustee Johnson:
Trustee Knutson:	Trustee Meck:	Trustee Pattison:	Mayor Bachran: