

# Town of Norwood Board of Trustees

Wednesday, April 10, 2024

Regular Session 7:00pm

NORWOOD COMMUNITY CENTER 1670 Naturita St, Norwood, CO 81423- And - Via Zoom

## CALL TO ORDER:

The regular meeting of the Town of Norwood Board of Trustees, San Miguel County, and State of Colorado was called to order by Mayor Candy Meehan at 7:00pm.

## ATTENDANCE:

Mayor, Candy Meehan	PRESENT	Trustee, Shawn Fallon	PRESENT
Trustee, Michael Grady	PRESENT	Trustee, Morgan Rummel	PRESENT
Trustee, Niven Drybrough	PRESENT	Town Clerk, Amanda Pierce	PRESENT
Town Manager, Deana Sherriff	PRESENT	Deputy Town Clerk, Becky Hannigan	PRESENT
Public Works Director, Randy Harris	PRESENT		

**Others:** Multiple community members via Zoom. Those in person are asked to sign in on the sign in sheet.

## PUBLIC COMMENT:

None

## CONSENT AGENDA:

Minutes of March 13, 2024

Minutes of March 19, 2024

Minutes of March 26, 2024

April Financials

**MOTION:** Shawn Fallon motioned to approve the consent agenda.

- a. Niven Drybrough seconded.
- b. All approved. Motion Passed

## New Trustees sworn in by Town Clerk

- a. Shawn Fallon
- b. Michael Grady took a seat at the table after being sworn in.

## BOARD BUSINESS:

### Sexual Assault Awareness Month Proclamation, San Miguel Resource Center

Mayor Meehan read the proclamation; Destiny from San Miguel Resource Center thanked the board for reading the proclamation and for our partnership.

### New Application for Marijuana Manufacturing Facility Application, Blue Cottage LLC dba Mary Jane's Medicinals 1510 Grand Ave, Norwood, CO 81423

**MOTION:** Morgan Rummel motioned to accept the application for Blue Cottage LLC dba Mary Jane's Medicinals, contingent on all the inspections required by staff.

- a. Michael Grady seconded.
- b. All approved. Motion passed.

### **Letter of Support for Dolores River Monument**

Multiple community members at the meeting asked the board not to sign a letter of support.

**MOTION:** Morgan Rummel motioned to approve a letter of support.

- a. Shawn Fallon seconded.
- b. All opposed. Motion did not pass.

**Motion:** Shawn Fallon motioned to write a letter of opposition for the Dolores River Monument.

- a. Niven Drybrough seconded.
- b. All approved. Motion passed.

Mayor Meehan gave staff directions to write a letter of opposition and email it to the board so they could look at and give additions, if needed.

### **Letter of Opposition for Wright's Mesa Rural Agriculture Large Scale Solar Development to San Miguel County Commissioners, Candy Meehan**

Candy Meehan would like to table the letter of opposition to get more information on the opposition letter to staff.

**MOTION:** Niven Drybrough motioned to table the letter of opposition letter for the Wright's Mesa Rural Agriculture Large Scale Solar Development.

- a. Morgan Rummel seconded.
- b. All approved. Motion passed.

### **2022 Town of Norwood Financial Audit**

Deana wanted the board to know that Town Clerk Amanda worked hard to get the audit completed.

Amanda reiterated to the board to ensure they know that the audit had both the Town of Norwood and Norwood Water Commission in it because they both have an agreement to share the audit and the cost, where Norwood Sanitation District have their own audit since they are a separate taxing district.

**MOTION:** Shawn Fallon motioned to approve the 2022 Town of Norwood Financial audit.

- a. Niven Drybrough seconded.
- b. All approved. Motion passed.

### **Intergovernmental Agreement for SMETSA, John Bockrath**

Presentation by John Bockrath, board member for SMETSA. Community members and board members asked questions regarding the possibility of the additional .99 cent fee. Mr. Bockrath stated it would only be added if the emergency services fund needed it.

**MOTION:** Michael Grady motioned to approve the Intergovernmental Agreement as an amendment to the existing IGA.

- a. Niven Drybrough seconded.
- b. All approved. Motion passed.

### **Norwood Public School High School Scholarship Applications**

Mayor Meehan recused herself from voting, due to having written a recommendation letter for one student.

Shawn Fallon and Morgan Rummel also stated they knew applicants and felt it may be best for them to not be on the committee.

**MOTION:** Shawn Fallon motioned to nominate Niven Drybrough and Michael Grady to a scholarship committee to decide on awarding the scholarship.

- c. Morgan Rummel seconded.
- b. All approved. Motion passed.

### **Music on the Mesa Update, Daiva Chesonis**

Daiva presented the concerts in June and August. There have been twenty-two sponsors or donors to date. Need volunteers, food vendors, and other donors if board hears of any send them to Daiva. More information can be found on the Norwood Parks and Rec website.

### **Happenings Kiosk MOU and Location Selection, Daiva Chesonis**

Staff had suggestions on wording changes as well as edits to the MOU.

**MOTION:** Michael Grady motioned to approve the Happenings Kiosk MOU and gave staff permission to contact legal services for the final assistance once their edits were made.

- a. Morgan Rummel seconded.
- b. All approved. Motion passed.

### **Springfield Rifle Purchase by San Miguel County Sheriff's Office**

Conversation regarding the board's desire to even want to sell the rifles and/or equipment. Direction was given to staff to contact the Sheriff's Office to see what they would offer for the rifles. Additionally, have staff look into what it would be to sell to a private (FFL dealer) also.

**MOTION:** Shawn Fallon motioned to give staff direction to research the Springfield Rifles and all the other gear on hand with the current cost.

- a. Niven Drybrough seconded.
- b. All approved. Motion passed.

### **Letter of Agreement for Town Manager**

Norwood Water Commission approved the letter of agreement subject to ratification of legal counsel for the Town Manager in their meeting April 9<sup>th</sup>, 2024.

**MOTION:** Morgan Rummel motioned to schedule an Executive session to discuss the letter of agreement as presented by the Town Manager.

- a. Shawn Fallon seconded.
- b. All approved. Motion passed.

Mayor Meehan asked staff to forward the letter of agreement to David Reed for his review.

### **Intergovernmental Agreement between Town of Norwood, Norwood Water Commission, and Norwood Sanitation District**

Representatives from Norwood Water Commission and Norwood Sanitation District voiced their concerns on how the Intergovernmental Agreement came to be without any input or discussion from them. Overall, they felt the agreement should have been dealt with amongst board members prior to involving attorneys to save tax payors money. The same members mentioned concerns that dissolving the Sanitation District were being discussed with attorneys without the Norwood Board of Trustees or Sanitation District Boards knowledge or direction. Mayor Meehan stated she had the discussions in hopes of gaining knowledge on what would need to be done if NSD had a large failure or other financial needs. Richard Nelson on behalf of Norwood Water Commission's board chair, Tony Daranyi wanted to let the Board of Trustees know that during their Special Meeting on April 2, 2024, the Intergovernmental Agreement was unanimously voted to reject it as it did not represent the Norwood Water Board. The Norwood Water Board is currently following the existing IGA. On April 9, 2024, they also approved the Letter of Agreement in ratification of Deana Sheriff as the administrator of the Norwood Water Commission.

**MOTION:** Morgan Rummel motioned to schedule a work session with the Norwood Water Commission and Norwood Sanitation District for further discussion of the Intergovernmental Agreement.

- a. Michael Grady seconded.
- b. All approved. Motion passed.

### **SPECIAL DISTRICT AND STAKEHOLDER REPORTS:**

Daiva Chesonis reported the hiring of Facility Manager Julie Sams to Norwood Parks and Rec. They are trying to start an Archery Club for all ages.

Amanda Pierce mentioned Norwood Chambers Murder Mystery and how the Norwood Chamber is actively getting more activities to the community and to bring more people into our community and activate businesses.

### **STAFF REPORTS:**

**San Miguel Sheriff's Office Calls for Service – None**

**Public Works Director, Randy Harris** – None. Previously had to leave the meeting to go to the water treatment plant.

**Town Clerk, Amanda Pierce** – written report and wanted to point out the following.

- Building Resilient Economic Communities Special Meeting – April 23 @ 7:30pm
- Spring Clean Up – May 18 electronic waste and green waste. Seniors are eligible for public works to pick up their trash for them but need to call Town Hall to get on the list.
- DMV2Go – 5/7, 5/8, 7/6, 9/10 in Nucla
- Phase 1 TBA Brownfield Site Visit Grant Approval
- ADA Accessibility Grant for PDF Compliance Approval
- CML Conference June 18-21 in Loveland, asking the board if they want to go. Amanda needs to know by the end of April if they would like to attend.
- The new website is up and running.
- Grace, our student intern has started, and the school is offering work study to her.
- Board training is coming soon by CIRSA, DOLA, and other partners.

**Town Manager, Deana Sherriff** – written report

- Memo from Dufford and Waldeck Re: Dissolving a Sanitation District
- Commended the staff for working hard and efficiently.
- 90 Day Accomplishment Report

#### **MAYOR AND TRUSTEE REPORTS:**

**Mayor Meehan** – Full written report was reviewed.

- Mayor Meehan presented two checks, one personal check in the amount of \$2743.00 and handed back over the Harvard reimbursement check in the amount of \$1000.00 to Deana, Town Manager for the Dufford and Waldeck Attorney bill. She stated she was not aware of until the bill was presented at the meeting, and stated it was her responsibility to pay and that she would not have had the taxpayer's pay for those items since it was for her own knowledge.

**Shawn Fallon** –

- Started going to the Norwood Water board meetings and would like to be the liaison between the BOT and Norwood Water Commission. Mayor Meehan agreed.

**Morgan Rummel** -

- Friday April 12<sup>th</sup> at 5:30pm, there is a meet and greet the Superintendent candidates at the Norwood Public School. Everyone is invited to go.

#### **EXECUTIVE SESSION**

There was discussion with the board and David Reed on whether the board needed to go into executive session. The decision was made not to have an executive session at this time since the topic of the Executive Session had not been noticed or told to the board prior to wanting to go into the session.

#### **ADJOURN:**

**MOTION:** Shawn Fallon made a motion to adjourn at 10:45pm

- a. Niven Drybrough seconded.

b. All others approved. Motion Passed.

APPROVED

APPROVED AS CORRECTED

DATE APPROVED:

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Minutes Taken by: Becky Hannigan, Deputy Town Clerk

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Amanda Pierce, Town Clerk

**Town of Norwood Board of Trustees**

Tuesday, April 23, 2024

Special Session 7:30pm

NORWOOD COMMUNITY CENTER 1670 Naturita St, Norwood, CO 81423

**ATTENDANCE:**

<b>Mayor, Candy Meehan</b>	<b>PRESENT</b>	<b>Trustee, Shawn Fallon</b>	<b>PRESENT</b>
<b>Trustee, Michael Grady</b>	<b>PRESENT</b>	<b>Trustee, Morgan Rummel</b>	<b>PRESENT</b>
<b>Trustee, Niven Drybrough</b>	<b>PRESENT</b>	<b>Town Clerk, Amanda Pierce</b>	<b>PRESENT</b>
<b>Town Manager, Deana Sherriff</b>	<b>ABSENT</b>	<b>Deputy Town Clerk, Becky Hannigan</b>	<b>PRESENT</b>
<b>Public Works Director, Randy Harris</b>	<b>ABSENT</b>		

**Call to Order Special Meeting:** 7:31pm By Mayor Meehan.

Makayla Gordon, WEEDC, Mackenzie Taylor, Erica Heller, BRECC, and Amanda Pierce, Norwood Town Clerk presented the introduction to Building Resilient Economies in Coal Communities (BRECC).

Background was given about Community Builders, along with the action steps and timelines of the process. Discussed the board’s role in this process and asked what the board’s values were, they agreed on Historical values, Ag Heritage, and keeping Norwood’s uniqueness.

BRECC explained that the regional approach with Nucla, Naturita, and Norwood was important for funding, grant writing, and collaborative economic growth.

BRECC said that community input is important for this process as well with steps in the future for getting the community’s input.

This is a multi-step process and will take continued discussions, collaborations, vision, values and BRECC will help with the steps.

**ADJOURN:**

**MOTION:** Shawn Fallon made a motion to adjourn at 8:45pm

- a. Morgan Rummel seconded.
- b. All others approved. Motion Passed.

APPROVED

APPROVED AS CORRECTED

DATE APPROVED:

\_\_\_\_\_  
Minutes Taken by: Becky Hannigan, Deputy Town Clerk

\_\_\_\_\_  
Amanda Pierce, Town Clerk

**TOWN OF NORWOOD  
ACCOUNTS PAYABLE - Paid April 2024**

			<b>TOWN PAID</b>	<b>NWC Portion</b>	<b>NSD Portion</b>
1022250	Aflac	Employee Insurance	\$ 791.26		
1043240	Amazon	Office supplies	\$ 139.11	\$ 87.62	\$ 87.61
1052275	Black Hills Energy	CC Gas	\$ 255.55		
1052495	Bruin Waste Mngt.	Trash Service	\$ 437.18		
1060310	Brainstorm (Vero Netorks )	Internet at the Shop	\$ 38.00		
1041230	Candy Meehan	Harvard reimbursement Board Approval	\$ 1,000.00		
1060480	Capital One Trade Credit	Materials and Supplies	\$ 1,290.20	\$ 51.62	
1060250	Capital One Trade Credit	Materials and Supplies	\$ 158.39		
1043740	Casselle Inc	Payroll Direct Deposit Software	\$ 2,950.00		
1043132	CEBT	Employee Insurance	\$ 3,082.23	\$ 1,828.18	\$ 1,136.99
1042380	Clearnetworx	Office Phones	\$ 260.00		
1043210	Crash Plan	Monthly Cloud Back Up	\$ 9.99		
1043240	Clarks	Office supplies	\$ 9.25		
1043250	Express Bill Pay	Account Maintenance and Support	\$ 71.50		
1043250	FP Mailing Solutions	Postage	\$ 400.00	\$ 150.00	\$ 150.00
1043250	FP Mailing Solutions	Postage supplies	\$ 74.98	\$ 74.98	\$ 74.98
1043250	IONOS	Email carrier	\$ 76.35	\$ 25.45	\$ 25.45
1043132	MASA	Three employees	\$ 480.00		
1034610	MY Place	Plant for Randy	\$ 36.71		
1043460	Norwood Parks and Rec	Music on the Mesa	\$ 5,000.00		
1043426	UT Scenic ByWay Council	Membership	\$ 500.00	\$ -	\$ -
1043240	Quill	Office Supplies	\$ 71.28	\$ 71.28	\$ 71.28
1060134	Sam's Service	PW Fuel	\$ 320.25		
1058310	San Miguel County	Building Inspector	\$ 100.00		
1060270	San Miguel Power	Lights & Flashers	\$ 579.11		
1043270	San Miguel Power	1130 Lucerne, abd 1475 S Pine	\$ 244.00		
1052270	San Miguel Power	1670 Naturita St	\$ 160.08		
1060270	San Miguel Power	2096 County Rd Y43	\$ 103.41		
	Scotts Printing	Election Ballots	\$ 110.89		
1080601	Streamline	Website setup and maintenance	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
1042310	Law Office of Daniel T Zemke	Municipal Judge	\$ 300.00	\$ -	\$ -
1043220	Telluride Local Media	Election Posting	\$ 36.08		
	TG Allocation	TON Employee Salaries- March	\$ 73,494.74	\$ 12,979.28	\$ 9,059.64
1022210	US Bank	Emp. SS & Med March	\$ 1,515.63	\$ 985.19	\$ 693.06
1022210	US Bank	Town SS & Med March	\$ 1,515.63		
1022220	US Bank	Emp. FWT March	\$ 1,987.76		
1022210	US Bank	Emp. SS & Med March	\$ 2,633.44		
1022210	US Bank	Town SS & Med March	\$ 2,633.44		
1022220	US Bank	Emp. FWT	\$ 9,392.54		
1060310	West End Wash LLC	Washes for PW Vehicles	\$ 45.00		
1043132	United Life Ins	Emp. Life Ins	\$ 61.34		
1043250	Vyanet	Security Services	\$ 73.42		
	Zoom One Pro	Annual payment	\$ 170.94		
			<b>\$ 114,209.68</b>	<b>\$ 17,853.60</b>	<b>\$ 12,899.01</b>

**RAW WATER**

San Miguel Power	Raw Water Shack	\$ 98.83			
Town of Norwood	FB Mailing Reimbursement	\$ 132.00	\$ 134.00	\$ 134.00	

**Paid After Sending To Board on 4/09/2024**

			<b>TOWN PAID</b>	<b>NWC Portion</b>	<b>NSD Portion</b>
1050310	Dufford Waldeck	Legal Services	\$ 7,627.50	\$ -	\$ -
	Payroll Allocation	April Salaries	\$ 17,590.03	\$ 13,787.69	\$ 9,283.55
1022210	US Bank	Emp. SS & Med April 15TH	\$ 1,547.44	\$ -	\$ -
1022210	US Bank	Town SS & Med April 15TH	\$ 1,547.44	\$ -	\$ -
1022220	US Bank	Emp. FWT April 15th	\$ 1,713.07	\$ -	\$ -
1022210	US Bank	Emp. SS & Med April 30th	\$ 1,524.36	\$ -	\$ -
1022210	US Bank	Town SS & Med April 30th	\$ 1,524.36	\$ -	\$ -
1022220	US Bank	Emp. FWT April 30th	\$ 1,673.18	\$ 1,054.76	\$ 710.20
1052260	Amazon	Cleaning Supplies	\$ 48.15	\$ 16.05	\$ 16.05
1043230	Amanda Pierce	Mileage Reimbursment CIRSA	\$ 87.63	\$ -	\$ -
1043230	Deana Sheriff	Mileage Reimbursment CIRSA and Tabletop	\$ 238.52	\$ -	\$ -
1043250	Caselle Inc	Contract Support Electronic W2's and 1099	\$ 91.67	\$ 91.67	\$ 91.66
1043132	United Health	Emp. Life Ins	\$ 61.34	\$ 6.05	\$ 5.19
1043450	The Divide Resturant	Staff Lunch	\$ 187.95	\$ -	\$ -
1052260	Clark's Market	Office Supplies	\$ 12.50	\$ -	\$ -
1043230	CML	Deanna Sheriff, and Amanda Pierce CML Conference Registera	\$ 775.00	\$ -	\$ -
1041230	CML	Candy Meehan, CML Conference Registration	\$ 380.00	\$ -	\$ -
1043250	FP Mailing Solutions	Postage	\$ 400.00	\$ 150.00	\$ 150.00
104323	CMCA	CMCA Conference Amanda, and Becky	\$ 2,363.12	\$ -	\$ -
1022230	Colorado Dept of Rev	Quarterlies	\$ 6,394.72	\$ -	\$ -
1043132	CEBT	Employee Insurance	\$ 3,082.23	\$ 1,828.18	\$ 1,136.99
1043134	Colorado State Treas	Unemployment	\$ 322.53	\$ -	\$ -

**TOTALS \$ 49,192.74 \$ 16,934.40 \$ 11,393.64**

## Town of Norwood Proclamation

*Sexual Assault Awareness Month (SAAM) is a global effort that acknowledges sexual violence as an issue that impacts every community, and aims to raise public awareness about sexual abuse, harassment, and assault, and engage communities in the effort to prevent and end sexual violence, while supporting and elevating the voices of those who identify as victims or survivors of sexual violence.*

WHEREAS, approximately 433,648 Americans aged 12 and older, of all genders, races, and cultures are victims of rape or sexual assault every year, we must take action to change the culture;

WHEREAS, over 53% of women, 29% of men, and 47% of transgender people report experiencing sexual violence in their lifetime;

WHEREAS, every 73 seconds an American is sexually assaulted and alarmingly, every 9 minutes, that victim is a child;

WHEREAS, 80% of sexual assaults are perpetrated by someone the victim knows;

WHEREAS, sexual assault is the most underreported crime-- it is estimated that 63% of cases nationwide are not reported to the police and that number jumps to 70% in rural areas;

WHEREAS, 70% of sexual assault survivors experience moderate to severe mental distress following their victimization, a larger percentage than for any other violent crime;

NOW THEREFORE, we, Norwood Town Council, do hereby proclaim the month of April 2024 as

### Sexual Assault Awareness Month

In Norwood, we are proud to join our local advocates and community members, and those around the world, in this effort to raise awareness of the individual and collective impacts of sexual violence. We commit to proactively working to end sexual violence in our community. The 2024 SAAM theme, **Building Connected Communities**, calls on each of us to work in solidarity with our neighbors to prevent sexual abuse, harassment, and assault. This theme highlights the impact on our community when any member experiences sexual violence and reminds us that to effectively address and prevent sexual violence, we must recognize that changing individual behaviors is not enough. We must work to build connected, respectful, and inclusive communities that enhance our collective well-being by helping to establish protective measures against sexual violence. While the past few years have brought more attention to the prevalence of sexual violence in our communities, we urge all Norwood residents to be an active part of changing the culture that allows sexual violence to persist; we must believe survivors, speak out against victim blaming, promote and practice everyday consent, empower bystander intervention, model healthy communication for our youth and hold perpetrators of sexual violence accountable for their actions.

While today we proclaim April as Sexual Assault Awareness Month in Norwood, we know that every day presents an opportunity to improve the future of our beloved community and that every day we should promote kindness, equality, respect, and freedom from violence for all of us.

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Mayor

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Date



### ***Mental Health Month 2024***

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, According to Colorado Health Institute, Colorado has the nation's sixth highest suicide rate; and

WHEREAS, all individuals face challenges in life that can impact their mental health, therefore it is our duty as a community to help reduce stigma in seeking professional help for mental health support; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health care provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention and treatment efforts.

WHEREAS, organizations like Tri-County Health Network fight all year, not just in May, to bring mental health awareness to the forefront and offer programs and services to the community to address mental health needs.

THEREFORE, I [NAME OF PUBLIC OFFICIAL], do hereby proclaim May 2024 as Mental Health Month in [STATE OR COMMUNITY]. As the [TITLE OF LOCAL OFFICIAL], I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in [STATE OR COMMUNITY] to commit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, reducing stigma around seeking help, and the need for appropriate and accessible services for all people with mental health conditions.

## **2024 SAMPLE PROCLAMATION FOR APRAXIA AWARENESS DAY**

Whereas, May 14, 2024, marks Childhood Apraxia of Speech Day during which awareness will be raised throughout Norwood, Colorado about childhood apraxia of speech, an extremely challenging speech disorder that affects 1-in-1,000 children.

Whereas, childhood apraxia of speech (CAS) causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children.

Whereas, the act of learning to speak comes effortlessly to most children, those with apraxia require early, appropriate, and intensive speech therapy, often for many years to learn to speak.

Whereas, without appropriate speech therapy intervention, children with apraxia will have diminished communication skills, but are also placed at high risk for secondary impacts in reading, writing, spelling, and other school-related skills.

Whereas, that such primary and secondary impacts diminish future independence and employment opportunities and challenge the ability to become productive, contributing citizens if not resolved or improved.

Whereas, public awareness about childhood apraxia of speech in Norwood, Colorado is essential for families of children with this neurological disorder and the professionals who support them to achieve the needed services for those learning to use their own voice.

Whereas, our highest respect goes to these children, as well as their families, for their effort, determination, and resilience in the face of such obstacles.

Let it be resolved, that May 14, 2024, is "Apraxia Awareness Day" and citizens of Norwood, Colorado and surrounds are encouraged to work within their communities to increase awareness and understanding of childhood apraxia of speech.

Apraxia Kids is the leading nonprofit that strengthens the support systems in the lives of children with apraxia of speech. Please visit [www.apraxia-kids.org](http://www.apraxia-kids.org) for more information.

## PROCLAMATION REQUEST

04/29/2024

Deana Sheriff  
1670 Naturita Street  
Norwood, CO 81423

Dear Deana,

I am writing to request that you proclaim May 14th as Apraxia Awareness Day. Childhood apraxia of speech is a very misunderstood and very challenging speech disorder, and our kids need your help.

Now going into its twelfth year, Apraxia Awareness Day on May 14th aims to unite community members, children with childhood apraxia of speech, and their friends and family to be an unstoppable, united force advocating for children with childhood apraxia of speech.

By issuing this proclamation you will not only be showing that you support all your constituents, but you will also help to raise awareness for a complicated speech disorder that affects 1-in-1,000 children.

I am a volunteer with Apraxia Kids, the nation's only 501(c)(3) dedicated to childhood apraxia of speech. My daughter, Lindsey, age 4, was diagnosed with childhood apraxia of speech. She has been in speech therapy since she was two years old. She often feels frustrated and sad when we are out around town, and people do not understand what she is saying. She knows what she is trying to say, but she has difficulty carrying out the complex sequenced movements that are necessary for intelligible speech. I want to bring awareness to our community on Apraxia. We would appreciate your help in bringing awareness to our community.

For your convenience, a sample proclamation is attached. Please feel free to contact me with any questions or to confirm that you will proclaim May 14th as Apraxia Awareness Day.

Warmest regards,

April Meehan  
970-708-8224 [aprilmeehan16@gmail.com](mailto:aprilmeehan16@gmail.com)

Norwood Food Pantry,  
a.k.a/Norwood Food Bank  
PO Box 82  
Norwood, CO 81423  
foodpantrynorwood@gmail.com

To whom it may concern,

This letter and attached outline serves as a Memorandum of Understanding (MOU) between the FRESH Foundation, hereafter referred to as “Lead Organization” or “FRESH,” and the following regional organizations (Angel Baskets, Telluride Foundation, Town of Norwood and San Miguel County), hereafter referred to as “Support Committee.” This MOU is set forth regarding the administration and management of the Norwood Food Pantry (NFP). This MOU is to outline the Support Committee’s and Lead Organizations commitments for the continuation of the Norwood Food Pantry (NFP).

Context: The NFP has undergone a complete transformation as the long-time director left, leading Christ in Focus Church to forgo providing space and management of the pantry and all of its services. This left all of the families and individuals who relied on this source of food potentially without resources with very little notice. The Support Committee and Lead Organization stepped in to make sure that the food distributions continued without missing a day in the immediate time of transition as well as found a new location to house and operate the food pantry. These organizations provided funding, advisory support and actively sought to keep the food distributions going in the short term. All organizations are seeking a long term solution, sustainable funding strategy and stable services moving forward.

This letter is to show commitment to continued and longer term support for the NFP towards the goal of stabilizing the operations. FRESH agrees to absorb the Norwood Food Pantry into its nonprofit organization, so long as the Support Committee agrees to the commitments outlined here in this document as well as any communicated and agreed upon amendments. The Lead Organization is responsible for the implementation and oversight of all activities and reporting related to the Norwood Food Pantry. FRESH also agrees to establish and operate a designated account segregated for the use of the project on behalf of the Norwood Food Pantry, and will provide financial oversight.

The Support Committee agrees to commit to being a network of shared resources, labor and knowledge. They will be an advisory committee and sounding board for the NFP staff and FRESH. They also are to support the financial side of the NFP through financial/budgetary planning, collaboration on grants as appropriate, and annual contributions. Lastly, they are asked to support the operations with tasks like the move to a new location, sharing any needs through their network and supporting FRESH in obtaining an additional board member with connections to the food pantry’s interests.

Attached is a detailed outline of the commitments. All parties understand their responsibilities within this arrangement. If agreed upon, the Board of Directors of FRESH Foundation will absorb the Norwood Food Pantry on September 15th, 2023. This agreement includes a 6-month trial period to be re-evaluated in March 2024, for implementation on April 1, 2024. The agreement also stipulates a 5% administration fee based on the NFP's average monthly overhead. This fee will directly pay for the added insurance and bookkeeper services. After this 6 month trial period the 5% admin fee will be assessed and edited as needed.

The FRESH Foundation agrees to assume financial and legal responsibility related to the Norwood Food Pantry so long as the Support Committee commits to the agreements outlined in this MOU. FRESH reserves the right to terminate this agreement if it is found that the Support Committee's action/activities are not upholding their agreed upon terms of commitment or the FRESH Foundation determines it is unable to maintain the capacity to oversee the Norwood Food Pantry.

Sincerely,

Leila Seraphin, FRESH Foundation

**Memorandum of Understanding Between  
The FRESH Foundation and Below Listed Support Committee**

The purpose of this Memorandum of Understanding (MOU) is to outline goals and expectations between the FRESH Foundation (Lead Organization) and below listed organizations (Support Committee), regarding the administration and management of the Norwood Food Pantry (NFP) project. This outlines the commitments to the continued goal of stabilizing the NFB and its services.

**Term**

This MOU will commence on Sept 15, 2023 and continue until March 31, 2023, for a trial period of 6 months at which time it will be reassessed as to the commitments and NFP's needs, at which time if agreed upon, the MOU can be extended.

**Duties**

Support Committee will commit to the following types of support and oversight of the Norwood Food Pantry (NFP) project and agrees to the following:

- A. Become an active member of a collaborative advisory group, comprised of representation from the Support Committee. This advisory group will meet as necessary to assess the progress and needs of the NFP for continued operation. Primary purpose is if and when needed, being a network of shared resources, labor and knowledge (particularly when barriers and gaps are present), and staying involved in the financial stability of the food pantry.
- B. Support the effort to obtain one or more member(s) to join the Board of the FRESH Foundation as a representative for the food pantry's interests.
- C. Have invested interests and a commitment to fiscally supporting the NFP, which includes staying involved in the financial planning of the food pantry, involvement in collaborative grants, events and other funding opportunities, and a commitment to financially supporting the NFP, including but not limited to making annual contributions or other means;
- D. Remain in regular contact with the NFP managerial representatives as requested to assist in addressing gaps or issues as they arise. Progress can be assessed by the committee and consultation provided, noting that the NFP's hired staff are to be involved and the primary authority on most decisions.
- E. Initially, this will involve bi-monthly advisory committee meetings (3 total), for the first 6 months. Thereafter, the frequency of the meetings will be reassessed and may be deemed unnecessary unless a particular need arises. These meetings are intended to allow space for all groups to be involved in the developmental process of the newly established food pantry, including 2024 budgetary security.
- F. Be a voice for the NFP to the public to spread awareness about any needs, services and opportunities available.

The FRESH Foundation will act as the Lead Organization for the implementation of the Norwood Food Pantry (NFP) project and agrees to the following:

- A. Merge with and take over the management of the NFP, assuming financial and legal responsibility, including keeping a clear and fiscally responsible budget as well as maintaining a 501(c)3 status in Good Standing;
- B. Will provide insurance for all of the NFP activities;
- C. Will hold and maintain the lease for the new location with the Norwood School. In collaboration with the Support Committee, supporting/organizing the transition to the school and its necessary remodel;
- D. Establish and operate a designated bank account segregated for the use of the NFP on the Lead Organization's books. All amounts deposited into a NFP's Account will be used in its support, less administrative charges;
- E. Sustain a partnership account with Food Bank of the Rockies;
- F. FRESH will provide management of payroll and staff activities via the administrative manager including oversight, training and additional resources to the new NFP staff;
- G. Responsible for the implementation and oversight of all activities related to The Norwood Food Pantry. This includes monthly reporting to be sent to Angel Baskets and being a primary voice for the NFP's services to the public;
- H. Dedicated to upholding equitable and professional food distributions weekly to the general public.

### **Cancellation**

This agreement may be terminated if any of the following events occur:

- A. FRESH requests the Support Committee or its representatives to cease activities that it deems might jeopardize the NFP project, FRESH's tax-exempt status or a failure to comply;
- B. The Support Committee members fail to perform or observe any other commitment of this agreement, and this failure remains unremedied fifteen (15) days after notice in writing;
- C. FRESH determines it is unable to maintain the capacity to oversee the Norwood Food Pantry;
- D. Upon expiration of four weeks after either the Support Committee or FRESH has given written notice of its intent to terminate the agreement.

**Points of contact responsible for administration:**

Lead Organization:

Leila Seraphin, Board Chair, FRESH Foundation  
PO Box 82,  
Norwood, CO 81423

Support Committee:

1. Angel Baskets, Telluride, CO
2. Telluride Foundation, Telluride, CO
3. Town of Norwood, Norwood, CO
4. San Miguel County, Telluride & Norwood, CO

IN WITNESS WHEREOF, the FRESH Foundation and the organizations part of the Support Committee, through duly authorized representatives, entered into this Memorandum of Understanding. The parties having read and understood the foregoing terms of this Memorandum of Understanding do by their respective signatures dated below hereby agree to the terms thereof.

**The FRESH Foundation By:**

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Authorizing Official (print)	Signature	Date
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**Angel Baskets By:**

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Authorizing Official (print)	Signature	Date
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**Telluride Foundation By:**

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Authorizing Official (print)	Signature	Date
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**Town of Norwood By:**

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Authorizing Official (print)	Signature	Date
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**San Miguel County By:**

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Authorizing Official (print)	Signature	Date
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Comparison of Legal Agreement with Dufford Waldeck LLP

Contract Section	12/04/2023 Legal Agreement	03/21/2024 Agreement - Pending Approval	Staff Notes
<b>Section 2 - Billing Rates for Legal Services</b>	Client agrees to pay Law Firm for all legal services provided under this Agreement. Law Firm will bill Client, on a monthly basis, for all time spent providing professional legal services in connection with the legal matters covered by this Agreement. Billing statements will specify in reasonable detail the tasks performed, all time associated with the tasks, all fees, and all costs incurred or paid by the Law Firm.	Law firm will bill Client, on a monthly basis, for all time spent providing legal services in connection with the legal matters covered by this agreement. Billing statements shall specify in reasonable detail the tasks performed and all time associated, in addition to all other fees and costs.	
2 (a)	The primary attorney handling this matter will be J. David Reed. Client will be billed at the rate of \$350.00 per hour for all time spent by the primary attorney. Law firm may delegate tasks related to Client's legal matter to other attorneys of the firm or paralegals subject to supervision by the primary attorney.	The primary attorney will be J. David Reed. Client will be billed at the rate of three hundred and no/100 (\$300.00) per hour for all time spent by Mr. Reed. The rates specified in this agreement shall be valid for a period of twenty-four (24) months from the date of execution. Thereafter, Law Firm reserves the right to adjust attorney hourly rates based on prevailing costs for services; however it will not do so without first giving Client thirty (30) days advance written notice of any change. Client will be billed for legal services per hour based on the following schedule: Partners/Of-counsel \$300/hour; Associate Attorneys \$230/hour; Paralegals/Law Clerks \$140/hour.	Costs reduced by \$50/hour for J. David Reed under new agreement. Provisions for raising rates in the future, with prior notice and approval.
2 (b)	Client will be billed for services provided by other attorneys within the firm at the standard billing rate for each attorney. Those rates range from \$200.00 per hour (for some associates) to \$380.00 per hour (for some partners); professional services provided by paralegals and legal assistants will be billed at the rate of \$150.00 per hour.	Where appropriate, Law Firm may delegate tasks to associate attorneys and paralegals. Associate attorneys and paralegals will be supervised by primary attorney.	Rates for Partners, Associate Attorneys and Paralegals have changed slightly.
2(c)	Law Firm reserves the right to adjust attorney and paralegal hourly rates; however, it will not do so without first giving Client thirty (30) days advance written notice of any change.	<b>Deleted</b>	Consolidated above.
<b>Section 3 - Independent Contractor</b>	Not included.	Independent Contractor. Attorney shall perform services hereunder as an independent contractor and not as an employee, partner, or agent of Client.	
<b>Section 3 - Payment of Costs</b>	Client shall be responsible for reimbursement and payment of all costs incurred by Law Firm in connection with legal representation. Without limitation, costs and expenses may include recording and documentary fees; computerized legal research charges; fees for court filings; jury fees, expert witness fees, and consultant fees; court reporter charges; copying charges; process server charges; travel costs; and/or transcript costs. Where a specific cost associated with representation is likely to be significant (such as a fee for an expert or outside consultant), the Law Firm will confer with the Client about the anticipated expense and the Client will be responsible to either (i) pay Law Firm in advance for the expense, or (ii) make direct payment to the outside provider.	<b>Section 4 - Reimbursement of Costs.</b> The client shall be responsible for reimbursement of payment of all costs incurred by Law Firm in connection with legal representation. Without limitation, costs and expenses may include recording and documentary fees; computerized legal research charges; fees for court filings; jury fees, expert witness fees, and consultant fees; court reporter charges; copying charges; process server charges; and/or transcript costs.	

Comparison of Legal Agreement with Dufford Waldeck LLP

	<b>3(b)</b> Law Firm will bill Client the regular hourly rate for attorney non-local travel time (outside of Montrose, Colorado), plus mileage at the standard business mileage rate allowed by the Internal Revenue Service, and costs, if any.	<b>4(b)</b> Law Firm will bill Client one-half the hourly rate for non-local travel time (outside of Grand Junction, Colorado) for Law Firm personnel, plus mileage at the standard business mileage rate allowed by the Internal Revenue Service and actual costs, if any.	Travel from location changed from Montrose CO to Grand Junction CO. Rates changed from full hourly rate to one-half hourly rate.
<b>Section 4-Timely Payment, Interest, Retainer, Termination for Non-Payment</b>	All invoices are due and payable in full no later than thirty (30) days after issuance. Law Firm applies a three percent (3%) surcharge for credit card payments. No surcharges are applied when paying with ACH, check, or cash. All sums owing under this Agreement will accrue interest at the rate of twelve percent (12%) per annum, simple interest, thereafter until paid in full.	<b>Section 5 - Timely Payment, Interest, Termination for Non-Payment.</b> All invoices are due and payable in full no later than thirty (30) days of issuance. Unpaid accounts will accrue interest at the rate of twelve percent (12%) per annum until paid in full. Law Firm will notify Client prior to assessing interest on any open invoice.	No mention of credit card payments in amended contract, but we don't pay from CC anyway.
	<b>4(a)</b> Law Firm shall not require a retainer for this matter.	N/A	
<b>Section 6 - Privilege</b>	Law Firm represents only Client. Anything Client discusses with Law Firm is privileged from disclosure to third parties unless Client authorizes Law Firm to disclose the information if the disclosure is required or permitted by laws or rules governing the professional conduct of attorney. If someone else whom the Law Firm does not represent, such as a family member, financial planner, or other advisor of the Client, is included in a meeting or copied on communications, the attorney-client privilege may be lost as to matters disclosed in that meeting or communication.	<b>Deleted</b>	
<b>Section 8 - Client Rights and Obligations; Contact Information (b)</b>	Client authorizes Law Firm to send communications pertaining to the representation to an email address designated by Client, in addition to written communications to be sent by regular mail. Client will keep Law Firm informed of current telephone, email and mailing addresses where Client can be reached. The main Client point of contact will be Candy Meehan, Mayor. The designated email address for the Client is <a href="mailto:meehan@norwoodtown.com">meehan@norwoodtown.com</a> .	<b>Section 8 - Client Rights and Obligations; Contact Information (b).</b> Client authorizes Law Firm to send communications pertaining to the representation to an email address designated by Client, in addition to written communications to be sent by regular mail. Client will keep Law Firm informed of current telephone, email, and mailing addresses where Client can be reached.	Point of Contact should be the Mayor, Town Manager or Town Clerk who will disseminate information to the rest of the Board, as needed.
<b>Section 9 - Choice of Law, Jurisdiction, and Venue</b>	It is agreed that in the event of any legal dispute concerning or arising under this Agreement, the exclusive jurisdiction and venue shall be with the courts of Montrose County, Colorado. This Agreement shall be construed in accordance with the laws of the State of Colorado.	<b>Section 9 - Choice of Law, Jurisdiction, and Venue -</b> The place of performance of this contract is Mesa County, Colorado. It is agreed that in the event of any legal dispute concerning this agreement jurisdiction and venue shall lie with the Courts of Mesa County, Colorado. This agreement shall be construed in accordance with the laws of the State of Colorado.	Venue changed from Montrose County to Mesa County. Should the proper venue be San Miguel County, CO?
<b>Section 10 - Construction, Fairness, Absence of Duress</b>	The terms of this Agreement shall be construed in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting. Both parties acknowledge that this Agreement is a fair, free, and voluntary act.	<b>Deleted</b>	
<b>Section 11 - Modification</b>	No modification of this Agreement shall be enforceable unless reduced to writing and duly executed by both parties. This Agreement consists of a total of four (4) typewritten pages.	<b>Deleted</b>	

Comparison of Legal Agreement with Dufford Waldeck LLP

<p><b>Section 12 - File Retention</b></p>	<p>Upon the conclusion of the Client's matter, all original documents supplied in the course of representation will be returned to the Client. The client's file will be retained, in either paper or electronic format, and kept confidential in accordance with applicable Colorado Rules of Professional Conduct and in accordance with Law Firm's file retention policy. Currently, it is the Law Firm's policy to retain the Client's electronic and paper files for seven (7) years from the date of file closure.</p>	<p><b>Deleted</b></p>	
<p><b>Section 10 - Additional Provisions</b></p>	<p>N/A</p>	<p>Law Firm may receive communications regarding the scope of legal services to be provided from the Mayor, members of the Town Council, Town Administrator, or staff inquiry as may fit the circumstances. This Agreement becomes effective upon approval by the Town Council and signature by the Mayor.</p>	<p>Modified from Section 8 above.</p>
<p><b>Section 11 - Term</b></p>	<p>N/A</p>	<p>The term of this Agreement shall commence as of the date signed by both Attorney and Client below, and shall continue in effect until the earlier of (a) the completion of work for which Attorney is engaged by Client, or (b) termination by either Attorney or Client, as provided in section 6 of this Agreement. The term may be extended beyond the completion of the initial work by agreement of Attorney and Client.</p>	<p>No mention of Superceding the Agreement of December 04, 2023.</p>

## LEGAL SERVICES AGREEMENT

In consideration of the mutual promises and performances herein, DUFFORD WALDECK a Colorado limited liability partnership ("Law Firm"), and the Town of Norwood ("Client"), agree to undertake legal representation as set forth in this Agreement.

1. Scope of Representation. Law Firm agrees to represent and provide legal services to Client in connection with Intragovernmental Agreement. Representation for matters outside the scope of this Agreement (if any) shall be confirmed in writing by Law Firm incorporating the terms of this Agreement.

2. Billing Rates for Legal Services. Client agrees to pay Law Firm for all legal services provided under this Agreement. Law Firm will bill Client, on a monthly basis, for all time spent providing professional legal services in connection with the legal matters covered by this Agreement. Billing statements will specify in reasonable detail the tasks performed, all time associated with the tasks, all fees, and all costs incurred or paid by the Law Firm.

a. The primary attorney handling this matter will be J. David Reed. The client will be billed at the rate of \$350.00 per hour for all time spent by the primary attorney. Law Firm may delegate tasks related to Client's legal matter to other attorneys of the firm or paralegals, subject to supervision by the primary attorney.

b. Client will be billed for services provided by other attorneys within the firm at the standard billing rate for each attorney. Those rates range from \$200.00 per hour (for some associates) to \$380.00 per hour (for some partners); professional services provided by paralegals and legal assistants will be billed at the rate of \$150.00 per hour.

c. Law Firm reserves the right to adjust attorney and paralegal hourly rates; however, it will not do so without first giving Client thirty (30) days advance written notice of any change.

3. Payment of Costs. Client shall be responsible for reimbursement and payment of all costs incurred by Law Firm in connection with legal representation. Without limitation, costs and expenses may include recording and documentary fees; computerized legal research charges; fees for court filings; jury fees, expert witness fees, and consultant fees; court reporter charges; copying charges; process server charges; travel costs; and/or transcript costs. Where a specific cost associated with representation is likely to be significant (such as a fee for an expert or outside consultant), the Law Firm will confer with the Client about the anticipated expense and the Client will be responsible to either: (i) pay Law Firm in advance for the expense, or (ii) make direct payment to the outside provider.

a. Law Firm does not bill the following as separate costs: first class U.S. Mail; local and continental U.S. long-distance telephone charges; U.S. long-distance fax charges; and, copying tasks of fewer than one hundred (100) copies. Law Firm charges as itemized costs: all charges for outside the continental U.S. telephone and fax costs; registered, certified, and express mail (including Postal Service, FedEx, UPS, and other carriers).

b. Law Firm will bill Client the regular hourly rate for attorney non-local travel time (outside of Montrose, Colorado), plus mileage at the standard business mileage rate allowed by the Internal Revenue Service, and costs, if any.

4. Timely Payment, Interest, Retainer, Termination for Non-Payment. All invoices are due and payable in full no later than thirty (30) days after issuance. Law Firm applies a three percent (3%) surcharge for credit card payments. No surcharges are applied when paying with ACH, check, or cash. All sums owing under this Agreement will accrue interest at the rate of twelve percent (12%) per annum, simple interest, thereafter until paid in full.

a. Law Firm shall not require a retainer for this matter.

5. Absence of Warranty. Law Firm represents that it is impossible to predict how much time will be spent on legal representation. Client acknowledges that Law Firm has not indicated or promised a fixed or maximum fee in exchange for services. Client further acknowledges that: (i) Law Firm has made no promise or guarantee that any particular result will be obtained; (ii) any evaluations or estimates of exposure or liability are merely opinions; and (iii) the results of litigation and negotiation are inherently uncertain and impossible to predict with certainty. The client is also advised that in litigation it may be held liable for payment of an opposing party's costs and/or attorney fees if so ordered by the court.

6. Privilege. Law Firm represents only Client. Anything Client discusses with Law Firm is privileged from disclosure to third parties unless Client authorizes Law Firm to disclose the information or if the disclosure is required or permitted by laws or rules governing the professional conduct of attorneys. If someone else whom the Law Firm does not represent, such as a family member, financial planner, or other advisor of the Client, is included in a meeting or copied on communications, the attorney-client privilege may be lost as to matters disclosed in that meeting or communication.

7. Withdrawal from Representation. Law Firm may withdraw from, or cease, representing Client and terminate the attorney/client relationship at any time if Client: (i) fails to pay any Law Firm invoice for attorney fees, costs, or expenses in full within thirty (30) days after the date of the invoice or statement; (ii) insists upon presenting any claim or defense or taking any position in negotiations or litigation that is, in Law Firm's opinion, not warranted under existing law, cannot be supported by good faith arguments for the modification or extension of the law, or is contrary to Law Firm's advice; (iii) seeks to pursue what Law Firm believes to be an illegal or unethical course of conduct; (iv) insists that Law Firm engage in any conduct that is contrary to legal judgment or advice; (v) fails to cooperate in the representation by failing to communicate with Law Firm, failing to deliver documents, failing to make witnesses available for interview or similar process, or failing to attend meetings, hearings, depositions, or trial; or (vi) engages in any other conduct making it unreasonably difficult for Law Firm, in its sole discretion, to continue to represent Client. In addition, Law Firm may withdraw at any time to the extent representation would result in an actual or likely violation of the Colorado Rules of Professional Conduct or other ethical rules.

8. Client Rights and Obligations; Contact Information. Client shall be entitled to control the conduct of the representation and to make all material decisions concerning the course of representation, exclusive of purely procedural matters committed to the discretion of the Law Firm. The Law Firm will keep the Client informed as to the progress of the representation, necessary dates for hearings, meetings, depositions, settlement conferences, trial, and related matters. All settlement offers will be promptly communicated to the Client. The client is entitled to terminate representation at any time, subject only to payment for all earned and outstanding legal fees and costs.

a. Client is obligated to cooperate in the legal representation by actions which include but are not limited to: (i) timely providing requested documents and evidence; (ii) being available and making personnel available for attorney communications, interviews, depositions, and trial; and (iii) providing truthful and complete information to attorneys.

b. Client authorizes Law Firm to send communications pertaining to the representation to an email address designated by Client, in addition to written communications to be sent by regular mail. Client will keep Law Firm informed of current telephone, email, and mailing addresses where Client can be reached. The main Client point of contact will be Candy Meehan, Mayor. The designated email address for the Client is [meehan@norwoodtown.com](mailto:meehan@norwoodtown.com).

9. Choice of Law, Jurisdiction, and Venue. It is agreed that in the event of any legal dispute concerning or arising under this Agreement, the exclusive jurisdiction and venue shall be with the courts of Montrose County, Colorado. This Agreement shall be construed in accordance with the laws of the State of Colorado.

10. Construction, Fairness, Absence of Duress. The terms of this Agreement shall be construed in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting. Both parties acknowledge that this Agreement is a fair, free, and voluntary act.

11. Modification. No modification of this Agreement shall be enforceable unless reduced to writing and duly executed by both parties. This Agreement consists of a total of four (4) typewritten pages.

12. File Retention. Upon the conclusion of the Client's matter, all original documents supplied in the course of representation will be returned to the Client. The client's file will be retained, in either paper or electronic format, and kept confidential in accordance with applicable Colorado Rules of Professional Conduct and in accordance with Law Firm's file retention policy. Currently, it is the Law Firm's policy to retain the Client's electronic and paper files for seven (7) years from the date of file closure.

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I have read this Legal Services Agreement carefully, and I consent to Law Firm's representation of me on the terms and conditions described.

CLIENT:

*Candy A Meehan*

\_\_\_\_\_  
Candy Meehan, Mayor of the Town of Norwood

12.04.2023

\_\_\_\_\_  
Date

)  
DUFFORD WALDECK

By: /S/ J. David Reed  
\_\_\_\_\_  
J. David Reed, Of Counsel

November 1, 2023

\_\_\_\_\_  
Date

## LEGAL SERVICES AGREEMENT

In consideration of the mutual promises and performances herein, DUFFORD, WALDECK, LLP, a Colorado limited liability partnership ("Law Firm"), and Town of Norwood, a Colorado town ("Client"), agree to undertake legal representation as follows:

1. Scope of Representation. Law Firm agrees to represent and provide general civil legal services to Client in connection with its municipal functions. Representation for matters outside the scope of this agreement (if any) shall be confirmed by a writing incorporating the terms of this agreement.

2. Billing Rates for Legal Services. Law Firm will bill Client, on a monthly basis, for all time spent providing professional legal services in connection with the legal matters covered by this agreement. Billing statements shall specify in reasonable detail the tasks performed and all time associated, in addition to all other fees and costs.

a. The primary attorney will be J. David Reed. Client will be billed at the rate of three hundred and no/100 (\$300.00) per hour for all time spent by Mr. Reed. The rates specified in this Agreement shall be valid for a period of twenty-four (24) months from the date of execution. Thereafter, Law Firm reserves the right to adjust attorney hourly rates based on prevailing costs for services; however, it will not do so without first giving Client thirty (30) days advance written notice of any change. Client will be billed for legal services per hour based on the following schedule:

Partners/Of-counsel \$300/hour;  
Associate Attorneys \$230/hour;  
Paralegals/Law Clerks \$140/hour.

b. Where appropriate, Law Firm may delegate tasks to associate attorneys and paralegals. Associate attorneys and paralegals will be supervised by the primary attorney.

3. Independent Contractor. Attorney shall perform services hereunder as an independent contractor and not as an employee, partner, or agent of Client.

4. Reimbursement of Costs. The Client shall be responsible for reimbursement and payment of all costs incurred by Law Firm in connection with legal representation. Without limitation, costs and expenses may include recording and documentary fees; computerized legal research charges; fees for court filings; jury fees, expert witness fees, and consultant fees; court reporter charges; copying charges; process server charges; and/or transcript costs.

a. Law Firm does not bill the following as separate costs: first class U.S. Mail; local and continental U.S. long distance telephone charges; U.S. long distance fax charges; and, copying tasks of less than 100 copies. Law Firm charges as itemized costs: all charges for outside the continental U.S. telephone and fax costs; registered, certified, and express mail (including Postal Service, FedEx, UPS, and other carriers).

b. Law Firm will bill Client one-half the hourly rate for non-local travel time (outside of Grand Junction, Colorado) for Law Firm personnel, plus mileage at the standard business mileage rate allowed by the Internal Revenue Service and actual costs, if any.



5. Timely Payment, Interest, Termination for Non-Payment. All invoices are due and payable in full no later than thirty (30) days of issuance. Unpaid accounts will accrue interest at the rate of twelve percent (12%) per annum until paid in full. Law Firm will notify Client prior to assessing interest on any open invoice.

6. Absence of Warranty. Law Firm represents that it is impossible to predict how much time will be spent on legal representation. Client acknowledges that Law Firm has not indicated or promised a fixed or maximum fee in exchange for services. Client further acknowledges that: (a) Law Firm has made no promise or guarantee that any particular result will be obtained; (b) any evaluations or estimates of exposure or liability are merely opinion; and (c) the results of litigation are inherently uncertain and impossible to predict with certainty. Client is also advised that in litigation it may be held liable for payment of an opposing party's costs and/or attorney fees if so ordered by the court.

7. Withdrawal from Representation. Law Firm may withdraw from, or cease, representing Client and terminate the attorney/client relationship at any time if Client: (a) fails to pay any bill or statement of attorneys' fees, costs, and expenses in full within 30 days after the date of that bill or statement; (b) insists upon presenting any claim or defense, or taking any position, that is, in our opinion, not warranted under existing law or cannot be supported by good faith arguments for modification or extension of the law; (c) seeks to pursue what Law Firm believes to be an illegal course of conduct; (d) insists that Law Firm engage in any conduct that is contrary to legal judgment or advice; or (e) fails to cooperate in the representation by delivering documents, making witnesses available for interview or similar process, failing to attend hearings, depositions, or trial; or (f) engages in any other conduct making it unreasonably difficult for Law Firm, in its sole discretion, to continue to represent the Client. In addition, Law Firm may withdraw at any time to the extent representation would result in an actual or likely violation of the Colorado Rules of Professional Conduct.

8. Client Rights and Obligations. Client shall be entitled to control the conduct of the representation and to make all material decisions concerning the course of representation, exclusive of purely procedural matters committed to the discretion of Law Firm. Law Firm will keep Client informed as to the progress of the case, necessary dates for hearings, depositions, settlement conferences, trial, and related matters. All settlement offers will be promptly communicated to the Client. Client is entitled to terminate representation at any time, subject only to payment for all earned and outstanding legal fees and costs.

a. Client is obligated to cooperate in the legal representation by actions which include but are not limited to: (a) timely providing requested documents and evidence; (b) being available and making personnel available for attorney communications, interview, depositions, and trial; and (c) providing truthful and complete information to attorneys.

b. Client authorizes Law Firm to send communications pertaining to the representation to an email address designated by Client, in addition to written communications to be sent by regular mail. Client will keep Law Firm informed of current telephone, email, and mailing addresses where Client can be reached.

9. Choice of Law, Jurisdiction, and Venue. The place of performance of this contract is Mesa County, Colorado. It is agreed that in the event of any legal dispute concerning this agreement

jurisdiction and venue shall lie with the Courts of Mesa County, Colorado. This agreement shall be construed in accordance with the laws of the State of Colorado.

10. Additional Provisions. Law Firm may receive communications regarding the scope of legal services to be provided from the Mayor, members of the Town Council, Town Administrator, or staff inquiry as may fit the circumstances. This Agreement becomes effective upon approval by the Town Council and signature by the Mayor.

11. Term. The term of this Agreement shall commence as of the date signed by both Attorney and Client below, and shall continue in effect until the earlier of (a) the completion of the work for which Attorney is engaged by Client, or (b) termination by either Attorney or Client, as provided in section 6 of this Agreement. The term may be extended beyond the completion of the initial work by agreement of Attorney and Client.

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I have read this Legal Services Agreement carefully, and I consent to Law Firm's representation of me on the terms and conditions described.

CLIENT: TOWN OF NORWOOD, COLORADO

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Date

DUFFORD WALDECK

By:  \_\_\_\_\_  
Nathan A. Keever, Partner

March 21, 2024  
Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, AND THE TOWN OF NORWOOD, COLORADO, CONCERNING NOXIOUS WEED MANAGEMENT AND CONTROL SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** (the "IGA") is made and entered into this 4<sup>th</sup> day of April, 2024 (the "Effective Date") by and between the **COUNTY OF SAN MIGUEL, COLORADO**, acting by and through the Board of County Commissioners (the "County"); and the **TOWN OF NORWOOD, COLORADO**, acting by and through the Town Mayor ("Norwood").

**RECITALS**

**WHEREAS**, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(A) and C.R.S. § 29-1-201, *et seq.*, any political subdivision of the State of Colorado may cooperate or contract with another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, but only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

**WHEREAS**, pursuant to C.R.S. § 35-5.5-101, *et seq.*, the Colorado Noxious Weed Act ("the Act"), the County is authorized and required to adopt and implement a noxious weed management plan for the unincorporated lands within San Miguel County; and

**WHEREAS**, pursuant to the Act, municipalities, and counties may cooperate in the exercise of any or all of the powers and authorities granted by the Act; and

**WHEREAS**, C.R.S. § 35-5.5-104 states that it is the duty of all persons to use integrated methods to manage noxious weeds if the same are likely to be materially damaging to the land of neighboring landowners; and

**WHEREAS**, it is critical that noxious weed control efforts be coordinated between the County and other local governments because a patchwork of control efforts reduces the efficiency of the County Plan and statutory mandates; and

**WHEREAS**, noxious weeds are non-native in Colorado. Not only do they devalue property and provide no food for wildlife, they can also lead to poor soils and increased risk of wildfires; and

**WHEREAS**, noxious weeds are a threat to the natural resources of Colorado, as thousands of acres of crop, rangeland, and habitat for wildlife and native plant communities are being destroyed by noxious weeds each year; and

**WHEREAS**, pursuant to such mandate in the Act, the County, by and through the San Miguel County Weed Advisory Board, has developed and adopted the San Miguel County Weed Management Plan (the "County Plan"), a copy of which is available from the County upon request; and

**WHEREAS**, the County Plan describes, among other things, certain parts of the County that are encompassed thereby; and

**WHEREAS**, the San Miguel County Vegetation Control and Management (VC&M) supports a healthy community by using the least toxic and most effective herbicides throughout the County to control the growth and spread of noxious weeds; and

**WHEREAS**, VC&M is committed to only use the amount of herbicide required to treat the area where a noxious weed is located or the application site; and

**WHEREAS**, in order to minimize the possibility of drift off the application site, the spray truck does not run in high winds and nozzles are aimed down at the ground and are situated less than three (3) feet above the ground; and

**WHEREAS**, the Town and the County agree that such work shall be performed under the terms and conditions set forth in this IGA; and

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Library hereby agree as follows:

## **SECTION I DESCRIPTION OF WORK AND NOTICE**

VC&M shall be the (“County Representative”) for this ICA and agrees to work cooperatively with Norwood staff, to furnish the labor, equipment, material, supplies, tools, supervision, and consultation services that are reasonably necessary to manage noxious weeds on the property based on the species present from the previous year’s management efforts and current visual inspection. Before the application of herbicides, the County Representative will consult the Town Representative and verify that Norwood wished the County to apply herbicide treatment in the recommended areas. Every effort will be made to use other methods of non-chemical removal if appropriate for the species present at the site or as requested by Norwood. At the time of application, the County Representative will conduct a new visual inspection of the noxious weeds present, which will be included in the invoice for services and referred to as the “County Report”.

If, during the application of herbicide, the County Representative has a question on the locations to receive herbicide treatment, the County Representative shall contact the Town Representative and request further clarification on the property to receive herbicide application. Should Norwood receive such a request, Norwood will make a good faith and timely effort to provide the County Representative with assistance in identifying the appropriate location for herbicide applications time is of the essence. Should Norwood decide not to allow the County to treat noxious weeds on its property as recommended by the County Representative, the Town understands that it is still legally responsible for managing them itself (C.R.S. § 35-5.5-104).

Norwood shall be responsible for providing proper public notice regarding the application of herbicide in the Town of Norwood, including an appropriate physical posting as well as publication no less than two (2) days in advance.

Representatives for Norwood and County are:

Norwood:

Deana Sheriff, Town Manager  
P.O. Box 528  
Norwood, CO 81423  
Phone: (970) 327-4288  
Fax: (970) 327-0451  
Email: [townmanager@norwoodtown.com](mailto:townmanager@norwoodtown.com)

County:

Julie Kolb, Manager  
San Miguel County Vegetation Control & Management  
P.O. Box 130  
Norwood, CO 81423  
Phone: (970) 327-0399  
Fax: (970) 327-4090  
Email: [juliek@sanmiguelcountyco.gov](mailto:juliek@sanmiguelcountyco.gov)

**SECTION II  
PAYMENT**

The County and Norwood agree that the County may be compensated at a rate of \$85.00 per hour for UTV, ATV, or Truck application (for one County technician) and \$110.00 per hour (when the County provides 2 technicians); and \$65.00 per hour for the County Representative's time spent on the annual survey work; plus, the costs of all materials and herbicides, not to exceed a total of fifteen hundred (\$1,500.00) dollars for services requested on public properties.

At the end of the field season, the County will provide Norwood with the "County Report" within ninety days after the last day of the month within which work was performed. This report shall also serve as the invoice for payment due and shall include a list of the hours spent by the County in performing the duties under this IGA, and the costs for all materials and herbicide, the noxious weed species treated, recommendations for reseeding, and recommendations for noxious weed mitigation treatments the following year. Norwood shall pay to the County the full amount of any invoice within thirty days of receipt.

**SECTION III  
TERM**

This IGA shall be effective as of the Effective Date and shall terminate on December 31, 2024, unless otherwise extended by the mutual written agreement of the parties. Unless otherwise provided in any agreement to extend this IGA, all terms of this IGA shall continue to govern and control the relationship of the parties for the duration of any such extension.

**SECTION IV  
TARGETED FLORA**

The County and Norwood agree that targeted weeds encompassed by this IGA shall be any invasive noxious weeds found on the State of Colorado's Noxious Weed List, with particular attention paid to the A list and B list species, those on the County Weed List, and those of specific concern to the Town of Norwood.

**SECTION V  
RELATIONSHIP OF PARTIES**

The County and Norwood intend that an independent contractor relationship will be created by this IGA. The method and control of the work will be within the scope of the County's responsibility, subject to compliance with all applicable State and Federal statutes, rules and regulations, and the requirements of this IGA. However, the work contemplated must meet the approval of the Norwood Representative and shall be subject to the Norwood Representative's general right of inspection and supervision to insure the satisfactory completion thereof. The County is not entitled to any of the benefits that Norwood provides to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation.

**SECTION VI  
LIABILITY**

Norwood agrees to release, save and hold harmless the County from any and all harm, liabilities, claims, injuries, damage, or loss arising from the performance of this IGA.

The County agrees to release, save, and hold harmless the Town from any and all harm, liabilities, claims, injuries, damage, or loss arising from the performance of this IGA.

**SECTION VII  
NON-ASSIGNABILITY**

The County and Norwood agree that this IGA or any interest therein shall not be assigned, sublet, or transferred without the prior written consent of all parties hereto.

**SECTION VIII  
EFFECT OF AGREEMENT**

Each and every clause and covenant of this IGA shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

**SECTION IX  
AMENDMENTS**

This IGA represents the entire integrated and merged understanding of the parties and no prior or contemporaneous term, condition, promise, or representation regarding the subject matter of this IGA shall be of any legal force or effect unless set forth herein in writing or in a written amendment or addendum hereto.

The County and Norwood agree that any modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding on either of the parties unless set forth in writing and executed by both parties.

**SECTION X  
LICENSE AND INSURANCE**

The County warrants to Norwood that the authorized County Representative for herbicide application possesses a valid Applicator's License. The parties further agree, without waiving any governmental immunity protections to which they and their officials or employees are entitled under the applicable provisions of the Colorado Governmental Immunity Act, §24-10- 101, C.R.S., et seq., ("CGIA") to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this IGA if either of the parties does not already have such insurance, and to maintain such insurance throughout the term of this IGA. Any such liability insurance coverages shall meet or exceed the minimum coverage requirements outlined in the CGIA, and each party shall have the other party endorsed as an additional insured on their respective public entity liability insurance coverages and provide such other party with a current certificate of insurance evidencing such liability insurance coverages and the endorsement of the other Party as an additional insured.

**SECTION XI  
FORCE MAJEURE**

It is agreed that Norwood shall excuse the County of its performance and obligations due to any of the following occurrences: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State of any of their departments, agencies, or officials or any civil or military authority insurrection; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause of event not within the control of the county that prevents its performance of its obligations.

**SECTION XII  
PROPERTY OWNERS**

The County and Norwood shall give due consideration to the interests of property owners and tenants wherever involved and shall conduct the work to be performed hereunder in a manner causing a minimum of inconvenience and injury to said property owners or tenants. Norwood shall provide and maintain a safe condition at crossings of public roads, private roads, and entrances that may be open for the work hereunder to be performed. Norwood shall provide and maintain work conditions that comply with the normal requirements and regulations involving the application of spray herbicides.

**IN WITNESS WHEREOF**, the respective parties have entered into and executed this IGA as of the Effective Date.

**BOARD OF COUNTY COMMISSIONERS  
SAN MIGUEL COUNTY, COLORADO**

By:

\_\_\_\_\_  
Lance Waring, Chair

**ATTEST:**

\_\_\_\_\_  
Carmen Warfield, Chief Deputy Clerk to the Board



Reviewed by the County Attorney as to form:

\_\_\_\_\_  
Amy T. Markwell

**TOWN OF NORWOOD**

By:

\_\_\_\_\_  
Deana Sheriff, Town Manager

**ATTEST:**

\_\_\_\_\_  
Amanda Pierce, Town Clerk



# Letter of Agreement

## Town Manager Employment

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We, the undersigned, agree to hire Deana Sheriff as Town Manager for the Town of Norwood and Administrator for the Norwood Water Commission and Norwood Sanitation District at the starting rate of **\$92,000.00** per year, plus benefits. Each entity has equal input, access and authority over the responsibilities of the position. The undersigned agree to pay the following percentages of salary and benefits:

Town of Norwood:	40%
Norwood Water Commission:	35%
Norwood Sanitation District:	25%

The undersigned agree to an annual performance review completed by the Norwood Personnel Committee, comprised of two (2) members from each entity. Annual reviews shall be completed by September 30th of each year in order to incorporate any changes into annual Budgets. Disciplinary or merit discussions may be held as needed by the Personnel Committee.

Signed:

\_\_\_\_\_  
Candy Meehan, Mayor, Town of Norwood

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Tony Daranyi, Chairman, Norwood Water Commission

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Bernice White, Chairman, Norwood Sanitation District

\_\_\_\_\_  
Dated

## **2024 TNR Program Proposal, Norwood and Hoof and Paw**

The Town will be responsible for catching, caring for, and releasing the Feral/Community Cats as well as paying for the cost of the surgeries.

Hoof and Paw will support Norwood by providing finding low cost spay/neuter surgeries, loaning live traps and carriers, and finding matching funds for 2024.

We will also help find volunteers if needed to assist with this program and help with organizing dates with the Veterinarian.

Please note that there will need to be a space that is temperature regulated for the animals to be housed the night before and at least one night after the surgery. Hoof and Paw does not have the space available at the shelter to accommodate large numbers of feral cats. We can order food and puppy pads/towels for overnight stays. Please note that these supplies will be provided to you at cost, but not free.

The Telluride Foundation Grant is due by the end of September. All we need from you is to state an amount that the town is pledging towards TNR for the 2024 year and approval for Hoof and Paw to ask for matching funds. Our hope is to double those funds plus a little to cover needed supplies.

Any funds provided through the Telluride Foundation Grant that are not used by end of November 2024 will be spent on purchasing of vouchers for S/N of owned animals as well as feral/community cats. These will be made available to the Town for any animals that are rounded up individually during the months of Dec. 2024 to Feb. 2025. These will be available until they are gone, used on a first come first serve basis.



April 21, 2024

San Miguel County Board of County Commissioners  
PO Box 1170  
Telluride, CO 81435

Regarding: Large Scale Solar Projects on Wright's Mesa

To Whom it May Concern:

I am writing on behalf of the Town of Norwood in opposition to the proposed Large Scale Solar development located on Wrights Mesa. Norwood is opposed to the development under consideration with OneEnergy, as well as large scale developments of a similar nature for the following reasons that are relevant Wrights Mesa and the Town of Norwood:

Economic Impacts:

1. Absence of 'Buy American' standards in code;
2. Use of hazardous materials that would affect the living creatures, water and soil;
3. Atmospheric implications of large scale solar and impact on our current International Dark Sky designation;
4. Reduction in farm and agricultural production on Wrights Mesa (due to loss of renewal of grazing leases or available farmland);
5. Potential housing issues during construction (up to 300 additional people a day for 1 year for construction);
6. Potential transportation related issues in Norwood Canyon;
7. Potential road damage that will result in the increased traffic on state and county roads during construction;
8. Potential food and other supply issues during construction (up to 300 additional people a day for 1 year for construction);
9. Potential Law Enforcement, EMS / Fire and medical related issues during and after construction (up to 300 additional people a day for 1 year for construction);
10. Potential loss of tourism and hunting revenues;
11. Intensifying current housing stress / crisis; and
12. Lack of decommissioning fees, regulations and protections.

Ecological Impacts:

1. Use of hazardous materials that would affect the living creatures, water and soil;
2. Lack of historical drought considerations;
3. Potential water contaminations;
4. Potential soil contaminations;
5. Wildlife habitat stressed, reduced or eliminated;
6. Native vegetation stressed, reduced or eliminated;

Emotional Impacts:

1. Use of hazardous materials that would affect the living creatures, water and soil;
2. Lack of historical drought considerations;



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PO Box 528; 1670 Naturita St, Norwood, CO 81423

Phone: 970-327-4288 - Fax: 970-327-0451; [www.norwoodtown.com](http://www.norwoodtown.com)

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3. Loss of identity from distortion of scenic corridor;
4. Overbearance of governmental regulations on a rural community with very limited and delicate resources;
5. Stressor on mental health and availability current services; and
6. Lack of accurate communication between local communities and project applicants.

Thank you in advance for your consideration.

Sincerely,

Candy Meehan, Mayor  
Town of Norwood

# Town of Norwood

*Town of Norwood, San Miguel County, Colorado*

## Resolution No 0508 Series: 2024

A RESOLUTION AUTHORIZING TOWN OF NORWOOD TO JOIN WITH OTHER LOCAL GOVERNMENTS AS A PARTICIPANT TO POOL FUNDS FOR INVESTMENTS

**WHEREAS**, pursuant to Part 7, Article 24 C.R.S., it is lawful for any local government to pool any moneys in its treasury that are not immediately required to be disbursed with the same such moneys the treasury of any other local government in order to take advantage of short-term investments and maximize net interest earnings; and

**WHEREAS**, Colorado Local Government Liquid Asset Trust (“Trust”) is a statutory trust formed under the laws of the state of Colorado in accordance with the provisions of Parts 6 and 7, article 24 and Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes regarding the investing, pooling for investment, and protection of public funds; and

**WHEREAS**, The Town desires to become a Participant in the Trust.; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, AS FOLLOWS:**

1. The Board hereby approves, adopts, and thereby joins as a Participant with other local government pursuant to Part 7, Article 75, Title 24 of the Colorado Revised Statutes that certain Amended and Restated Indenture of Trust entitled the Colorado Liquid Government Asset Trust dated May 1, 2021 as amended from time to time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this resolution was adopted.
2. The Designee and Authorized Signatories ae those persons listed on the Trust Registration Form and attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants’ investment funds.
3. The Designee and Authorized Signatories may be changed from time to time by written notice to COLOTRUST; and
4. The Trust currently has three investment portfolios COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE. Prior to investing in any of the portfolios offered by the Trust, Participants are encouraged to review the COLOTRUST Information Statements and Investment Policies for each portfolio.

**ADOPTED** at the regular meeting of the Board of Trustees of the Town Trustees held May 08, 2024.

**TOWN OF NORWOOD**



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Mayor

**ATTEST:**

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Town Clerk



**COLO  
TRUST**<sup>®</sup>

## **PLUS+ Investment Policy**

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**Effective January 2024**

## Introduction

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COLOTRUST is a statutory trust organized and existing under the laws of the state of Colorado in accordance with the provisions of the Investment Funds Local Government Pooling Act (Part 7, Article 75, Title 24, C.R.S.), the Funds Legal Investments Act (Part 6, Article 75, Title 24, C.R.S.), and the Public Deposit Protection Act (Articles 10.5 and 47 of Title 11, C.R.S.). COLOTRUST is registered with the Securities Commissioner of the State of Colorado as required by the Local Government Investment Pool Trust Fund Administration and Enforcement Act (Part 9, Article 51, Title 11, C.R.S.)

COLOTRUST currently offers three portfolios, COLOTRUST PRIME, COLOTRUST PLUS+ and COLOTRUST EDGE.

COLOTRUST provides a professionally managed investment program for local governments. The general objective of COLOTRUST PLUS+ is to generate a high level of investment income for the Participants while maintaining liquidity and preserving capital by investing only in investments authorized by the Statutes.

No assurance can be given that COLOTRUST will achieve its investment objective or that any benefits described in the information statements will result from the investment of moneys in COLOTRUST.

COLOTRUST is specifically designed for Colorado local governments. Accordingly, COLOTRUST has limited its portfolios by investing only in instruments permitted under the Legal Investments Act (Permitted Investments). The COLOTRUST Board of Trustees maintains investment policies for COLOTRUST that are, by nature, more restrictive than the Legal Investments Act. Participants receive 30 days prior notice of any changes in the investment policies.



## PLUS+ Investment Policy

This Investment Policy restricts the COLOTRUST PLUS+ portfolio to the following:

Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment:

- The maximum final maturity per fixed United States Treasury investment is 13 months (397 days).
- The maximum final maturity per floating United States Treasury investment is two years (762 days).

Any security issued by, fully guaranteed by, or for which the full credit of the following is pledged for payment: The Federal Farm Credit Bank, the Federal Land Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Export-Import Bank, the Tennessee Valley Authority, the Government National Mortgage Association, the World Bank, or an entity/organization that is not listed in this paragraph but is created by, or the creation of which is authorized by, legislation enacted by the United States Congress and that is subject to control by the Federal government that is at least as extensive as that which governs an entity or organization listed in this paragraph. No subordinated security may be purchased pursuant to this paragraph.

- The maximum exposure per U.S. government related/guaranteed issuer is 33%.

- The maximum final maturity per U.S. government related/guaranteed fixed-rate investment is 13 months (397 days).
- The maximum final maturity per U.S. government related/guaranteed floating rate investment is two years (762 days).

Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities in accordance with C.R.S. 24-75-601.1.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable COLOTRUST annexes must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with COLOTRUST Board approved counterparties and third-party custodians (acting for both the party and the counterparty). These third-party custodians are not permitted to hold deposits for COLOTRUST and are therefore not required to meet the Colorado PDPA requirements.

Written Tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the Tri-party custodian agreement: U.S. Treasuries (bills, bonds, notes, strips), Federal National Mortgage Association (FNMA), Federal Home Loan Banks (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Federal Farm Credit Banks (FFCB), GNMA I/II Single Family, GNMA I/II Others-Fixed Rate, GNMA I/II Others, Adjust Rate and Agency Mortgage Backed (Pass-Through Fixed Rate and Pass-Through Adjustable Rate).

Term repurchase agreements (TRA) are considered eligible investments under the following conditions:

- For TRAs between two and five business days, a maximum of 10% of the portfolio with any one dealer.
- For TRAs with maturities of more than five business days, a maximum of 5% of the portfolio.
- TRAs shall not exceed 30 calendar days.
- TRAs shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between COLOTRUST and the various approved counterparties require that the aggregate market value of all purchased securities from any particular counterparty be at least 102% (the margin) of the aggregate purchase price of the purchased securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between COLOTRUST and the various counterparties; that the accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the portfolio manager may use discretion before directing that a counterparty supply additional purchased securities until such time as the margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the portfolio manager shall notify the counterparty to provide sufficient additional securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

Any security that is a general or revenue obligation of any state of the United States, the District of Columbia, any territorial possession of the United States, or of any political subdivision, institution, department, agency, instrumentality, or authority of any of such governmental entities. At the time of purchase, the security must be rated in one of its two highest rating categories by two or more NRSROs that regularly rate such obligations.

- The maximum exposure per municipal issuer is 5%.
- The maximum final maturity per municipal investment is 13 months (397 days).

Any corporate or bank security denominated in United States dollars that, at the time of purchase, carries at least two credit ratings from any of the NRSROs that is not rated below 1) A1, P1, or F1 if the security is a money market instrument or 2) AA- or Aa3 or their equivalents if it is any other kind of security. These rating requirements first apply to the security being purchased, and then, if the security itself is unrated, to the issuer provided that the security contains no provisions subordinating it from being a senior debt obligation of the issuer.

- The maximum exposure to corporate or bank securities for the portfolio is 100%.
- The maximum exposure per corporate or bank security issuer is 5%.
- The maximum final maturity per corporate or bank security fixed or floating rate investment is 13 months (397 days).

Commercial paper or bankers' acceptances denominated in United States dollars that, at the time of purchase, carry at least two credit ratings from any of the NRSROs and are not rated below A-1, P-1, or F-1.

An Approved Commercial Paper List will be maintained by the investment advisor designating those commercial paper names that are eligible for investment by COLOTRUST PLUS+. All additions to this list must be approved by the Board of Trustees.

At the time commercial paper is purchased:

- No more than 5% of the portfolio may be invested in any single commercial paper issuer.
- The portfolio may not own over 5% of any issuer's total commercial paper program at the time of purchase.

Any deposit that meets the requirements in the Public Deposit Protection Act under CRS 11-10.5-107, et seq.

Any money market fund that is registered as an investment company under the Federal Investment Company Act of 1940, as amended if, at the time COLOTRUST invests in such fund:

- The investment policies of the fund include seeking to maintain a constant share price;
- No sales or load fee is added to the purchase price or deducted from the redemption price of the investment;
- The investments of the fund consist only of securities with a maximum remaining maturity as specified in Rule 2a-7 under the Federal Investment Company Act of 1940, as amended or any successor regulation under such act regulating money market funds, so long as such Rule 2a-7 is not amended to or such successor regulation does not increase the maximum remaining maturity of such securities to a period that is greater than three years, and if the fund has assets of one billion dollars or more or has the highest current credit rating

from one or more NRSRO;

- The dollar weighted average portfolio maturity of the fund meets the requirements specified in Rule 2a-7 under the Federal Investment Company Act of 1940, as amended or any successor regulation under such act regulating money market funds so long as such Rule 2a-7 is not amended to increase the dollar weighted average portfolio maturity of a fund to a period greater than one hundred eighty days.
- No more than 10% of the portfolio may be invested in any single AAAM rated money market fund that meets the above criteria.

*Adopted November 10, 1994*

*Revised February 19, 1999*

*Revised May 7, 1999*

*Revised November 5, 1999*

*Revised May 5, 2000*

*Revised October 3, 2003*

*Revised December 3, 2004*

*Revised August 7, 2009*

*Revised September 8, 2011*

*Revised August 10, 2012*

*Revised January 1, 2016*

*Revised January 1, 2018*

*Revised February 6, 2020*

*Revised August 6, 2020*

*Revised March 5, 2021*

*Revised October 1, 2021*

*Approved December 1, 2023*

### Contact Information

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717 17th Street, Suite 1850

Denver, CO 80202

Phone: (877) 311-0219

Fax: (877) 311-0220

[clientservices@colotrust.com](mailto:clientservices@colotrust.com)

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





## **PLUS+ Information Statement**

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**May 2023**

# Table of Contents

PLUS+ Introduction .....	3
Participants .....	3
Investment Objectives .....	3
Income Allocations .....	4
Determination of Net Asset Value .....	4
Description of Shares .....	5
Eligible Investments .....	5
Investment Restrictions .....	6
Computation of Yield .....	6
Investment Risks .....	7
Suitability .....	8
Fees and Expenses .....	8
Withdrawals .....	8
Investing in PLUS+ .....	8
Reporting .....	9
Statements .....	9
Board of Trustees .....	9
The Investment Advisor and Administrator .....	10
Custodian .....	10
Legal Counsel .....	11
Independent Accountants .....	11

## PLUS+ Introduction

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The Colorado Local Government Liquid Asset Trust (COLOTRUST or the Trust) was organized in 1985 in accordance with the Investment Funds - Local Government Pooling Act, (Part 7, Article 75, Title 24, C.R.S.) to allow Colorado governmental entities to pool their funds to take advantage of short-term investments and maximize net interest earnings. The Trust is a professionally managed local government investment pool trust fund available only to governmental entities in Colorado.

COLOTRUST PLUS+ (PLUS+) is one of three portfolios the Trust offers to Colorado governmental entities that are or become COLOTRUST Participants. As further described herein, PLUS+ was established by the Trust in accordance with Investment Funds - Local Government Pooling Act, (Part 7, Article 75, Title 24, C.R.S.) PLUS+ is a professionally managed portfolio consisting of U.S. Treasury securities, federal instrumentality securities, agency securities, repurchase agreements, tri-party repurchase agreements, collateralized bank deposits, commercial paper that, at the time of purchase, is rated in its highest rating category by at least two nationally recognized organizations which regularly rate such obligations, corporate bonds, and government money market funds rated 'AAAm.' PLUS+ is designed to generate current income while maintaining liquidity and preserving capital.

PLUS+ was created pursuant to the COLOTRUST Indenture of Trust (the Indenture). The most recently Amended and Restated Indenture was adopted by the COLOTRUST Board of Trustees (the Board) and became effective on May 1, 2021. Governmental entities that participate in the PLUS+ portfolio are referred to as "Participants" in the Indenture and this Information Statement. The Indenture allows COLOTRUST Participants to register and participate in PLUS+. Each potential PLUS+ Participant receives a copy of the Indenture, the Information Statement, Investment Policy, and current financial statements before becoming a Participant.

## Participants

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PLUS+ is available to any Colorado local government that is or becomes a Participant by taking appropriate official action to adopt the COLOTRUST Indenture of Trust, open an account in the Trust, and maintain a balance in the account. Each Participant appoints a Designee, and all official communications between the Trust and a Participant are through the Designee.

## Investment Objectives

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PLUS+ is designed to provide daily liquidity while generating current income and preserving capital for Colorado governmental entities by investing only in securities that are legal pursuant to the Legal Investments Act (Part 6, Article 75, Title 24, C.R.S.) and the Public Deposit Protection Act (Articles 10.5 and 47 of Title 11, C.R.S.) (the Statutes).

PLUS+ is presently allowed by the Trust's investment policies to maintain a portion of its assets in U.S. Treasury securities or repurchase agreements collateralized by U.S. Treasury

securities. It may also invest its assets in securities of a Federal Farm Credit Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Government National Mortgage Association, and other federal instrumentality or agency security permitted by the Legal Investments Act, or repurchase agreements collateralized by those securities. PLUS+ may also invest in commercial paper and corporate notes rated in the highest rating category by one or more nationally recognized organizations that regularly rate such obligations. The policy also provides that PLUS+ may not invest more than 5% of its portfolio in the commercial paper of any single issuer nor may PLUS+ own more than 5% of any issuer's total commercial paper program. In addition, the portfolio may invest in collateralized bank deposits and 'AAAm' rated government money market funds. The portfolio may invest in securities with a maximum maturity of 397 days for fixed-rate debt and non-sovereign floating-rate debt or 762 days for sovereign government floating-rate debt. The average weighted maturity may not exceed 60 days to reset or 90 days to final maturity.

COLOTRUST is registered with the Securities Commissioner of the State of Colorado in accordance with the Local Government Investment Pool Trust Fund Administration and Enforcement Act (Part 9, Article 51, Title 11, C.R.S.).

COLOTRUST adheres to the Financial Accounting Standards Board (FASB) guidelines for its accounting and financial reporting principles. In accordance with FASB guidance, the Trust utilizes ASC 820 "Fair Value Measurement and Disclosure" to define fair value, establish a framework for measuring fair value, and expand disclosure requirements regarding fair value measurements.

COLOTRUST PLUS+ is rated 'AAAm' by S&P Global Ratings. S&P's definition of a 'AAAm' rating is "safety is excellent" and a fund has "superior capacity to maintain principal value and limit exposure to loss." These ratings are neither a market rating nor a recommendation to buy, hold, or sell the securities by the rating agencies.

## Income Allocations

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All net income of the PLUS+ portfolio is determined as of the close of business each day (and at such other times as the Board may determine) and is credited immediately thereafter pro rata to each Participant's account. Net income that has thus accrued to the Participants is converted as of the close of business of each day into additional shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one dollar credited. Net income for each portfolio each day consists of (1) all accrued interest income on assets of the portfolio; plus or minus (2) any amortized purchase discount or premium; less (3) accrued expenses.

## Determination of Net Asset Value

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The Trust determines the NAV of the shares of PLUS+ as of the close of business each day. The NAV per share of the PLUS+ portfolio is computed by dividing the total value of the



securities and other assets of the portfolio, less any liabilities, by the total outstanding shares of the PLUS+ portfolio. Liabilities, which include all expenses and fees of the PLUS+ portfolio, are accrued daily.

For the purpose of calculating the NAV per share, the securities held by PLUS+ are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith.

The result of this calculation is a share value that is rounded to the nearest penny. Accordingly, the price at which PLUS+ shares are sold and redeemed will not reflect net realized or unrealized gains or losses on securities that amount to less than \$.005 per share. The Trust will endeavor to minimize the amount of such gains or losses. However, if net unrealized gains or losses should exceed \$.005 per share, the NAV per share will change from \$1.00 or be maintained at \$1.00 per share by retention of earnings or the reduction, on a pro rata basis, of each Participant's shares in the event of losses or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of PLUS+ to maintain a NAV of \$1.00 per share, but for the reasons herein stated there can be no assurance that the NAV will not vary from \$1.00 per share. The NAV per share of PLUS+ may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the Trust. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

## Description of Shares

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The beneficial interests of the Participants in the assets of the PLUS+ portfolio and the earnings thereon are, for convenience of reference, divided into shares that are used as units to measure the allocation of beneficial interest among Participants. All shares participate equally in distributions and have equal liquidation and other rights. The shares have no preference, conversion, exchange, or preemptive rights. For all matters requiring a vote of Participants, each Participant, through its Designee, is entitled to one vote with respect to each matter, without regard to the number of shares held by the Participant.

## Eligible Investments

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The PLUS+ portfolio invests in securities that are legal pursuant to the Statutes. For a more complete description of permitted investments please refer to the PLUS+ Investment Policy, available on [www.colotrust.com](http://www.colotrust.com).

## Investment Restrictions

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The Trust may buy and sell and enter into agreements to buy and sell the permitted investments subject to the restrictions described below. These restrictions are considered to be fundamental to the operation and activities of the Trust and may not be changed without a majority vote of the Participants.

1. The Trust may not make any investment other than a permitted investment.
2. The Trust may not make any investment other than investments authorized by the Board's investment policy, Indenture, and the statutes of the state of Colorado, as the same may be amended from time to time; provided, however, the Board and the Trust shall not be responsible for insuring compliance with any investment restrictions provided for in a Participant's home rule charter or elsewhere.
3. The PLUS+ portfolio may invest in permitted securities with maximum maturities as outlined by the Legal Investments Act (Part 6, Article 75, Title 24, C.R.S.).
4. The Trust may neither borrow money nor incur indebtedness whether or not the proceeds thereof are intended to be used to purchase permitted investments except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of PLUS+ portfolio investments and only as to the extent permitted by law.
5. The Trust may not buy securities from or sell securities to the Administrator, the Investment Advisor, the Custodian, or any member of the Board (Trustee), or with any affiliate, officer, director, employee, or agent of any of them.

The Trust may not enter into any repurchase agreements for any securities that are not listed as "permitted investments" in the previous section. In addition, all such agreements must be initially collateralized at 102% and additional securities must be provided if the market value of the collateral falls below 101.5%.

## Computation of Yield

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The Trust quotes a daily and seven-day average yield for the PLUS+ portfolio in reports and information published by the Trust. To obtain the daily yield, a daily yield factor is first calculated. The factor is the net income for that day divided by the number of shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. The Trust may also quote the PLUS+ portfolio yield from time-to-time on other bases for the information of its Participants.

The yields quoted from time-to-time should not be considered a representation of the yield of the PLUS+ portfolio in the future since the yield is not fixed. Actual yields will depend not only on the type, quality, and maturities of the investments held by the PLUS+ portfolio and

changes in interest rates on such investments but also on changes in the portfolio's expenses during the period.

Yield information may be useful in reviewing the performance of the PLUS+ portfolio and for providing a basis for comparison with other investment alternatives.

## Investment Risks

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Participants should specifically consider the following risks before deciding to invest in COLOTRUST PLUS+. The following summary does not purport to be comprehensive or definitive of all risk factors. Investing involves risks including the possible loss of principal.

The prices of the fixed-income securities in the fund will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities.

### Credit Risks

Credit risk is the possibility that an issuer of a fixed-income security held in COLOTRUST PLUS+ will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in COLOTRUST PLUS+ may incur losses. The Investment Advisor will seek to manage this risk by purchasing high-quality securities as determined by one or more Nationally Recognized Statistical Ratings Organizations and/or the Investment Advisor's credit research team.

### Stable Net Asset Value Risks

Although COLOTRUST PLUS+ will be managed to maintain a stable NAV of \$1.00 per share, there is no guarantee that it will be able to do so.

### Investment Not Insured or Guaranteed

An investment in COLOTRUST PLUS+ is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

### Liquidity Risk

The Trust is subject to certain liquidity risks in which the size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size may impact the Investment Advisor's ability to sell investments in a timely fashion or at or near fair value in order to fulfill a Participant's redemption request.

### Market Risk

Market risk is the risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.

### Issuer Risk

The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.

### Default Risk

The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

## Suitability

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It is the PLUS+ investors' responsibility to review the PLUS+ Information Statement and Investment Policy in order to determine whether PLUS+ is a suitable and eligible investment under the investors' relevant Investment Policy.

## Fees and Expenses

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The Trust has entered into an agreement with Public Trust Advisors, LLC, effective February 7, 2020, whereby Public Trust is paid a fee, calculated daily and paid monthly, at an annual rate of up to 0.12% (12 basis points) of the individual PLUS+ investment of each Participant. This fee will accrue on a daily basis for the duration of the investment in PLUS+. Public Trust may, from time-to-time, choose to voluntarily waive fees for the benefit of the fund participants.

Public Trust is responsible for payment of the costs of operation of the Trust including but not limited to Administrator and Investment Advisor fees, Custodian fees, ratings agency fees, operational, and marketing expenses.

## Withdrawals

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Withdrawals from the PLUS+ portfolio may be made by wire transfer, ACH funds, or transfer between Participants. Requests for withdrawal from accounts with pre-established wire instructions in the PLUS+ portfolio will be honored on a same day basis if received prior to 11:00 a.m. The Trust requests 24-hour notice for wire transfer withdrawals of \$1 million or more.

## Investing in PLUS+

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PLUS+ is available to existing Participants as well as to new Participants. Prior to investing in PLUS+, Participants are required to submit a PLUS+ Account Registration Form, which is available on [www.colotrust.com](http://www.colotrust.com).

Upon the Participants' receiving acknowledgement of PLUS+ registration from COLOTRUST, shares of PLUS+ are acquired by the Participant in the portal or by check contribution form.

There is no minimum initial investment amount, nor a minimum required balance after the purchase is made. PLUS+ contributions and transfers must be submitted via the portal by 11:00 am MT. Funds received after 11:00 a.m. but before 4:00 p.m. (late funds) will be invested overnight by the Trust's Administrator in the Trust's interest-bearing bank account at UMB Bank that is fully collateralized in compliance with the Public Deposit Protection Act, Article 10.5 of Title 11 C.R.S. All interest earnings attributable to late funds invested in the Trust's interest-bearing bank account will be distributed on a pro rata basis to each Participant's account the next business day. In the unlikely event that the portal is unavailable, COLOTRUST Participants may contact the Client Service team at (877) 311-0219 for further assistance.

## Reporting

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Each Participant receives quarterly and annual financial statements of the Trust as well as a monthly statement of the Participant's PLUS+ account(s). The annual financial statements are issued as of the Trust's fiscal year end on December 31 each calendar year. Participants are advised to review the financial statements of the Trust that are furnished to them. The reports also include sufficient information to establish compliance with the investment policy established in the Indenture and other information required by the statutes of the state of Colorado and by regulations promulgated by the Securities Commissioner of the State of Colorado.

The Trust answers inquiries from Participants at any time during business hours. Inquiries may be made by mail, email at [info@colotruster.com](mailto:info@colotruster.com), via the Internet at [www.colotruster.com](http://www.colotruster.com), or by phone at (303) 864-7474 from the Denver area or at (877) 311-0219 outside of the Denver area. The telefax number is (877) 311-0220. The mailing address is COLOTRUST, 717 17th Street, Suite 1850, Denver, Colorado 80202.

## Statements

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In addition to the quarterly and annual financial statements of the Trust, a monthly statement is provided for the accounts of PLUS+ Participants. The Statement will provide the month's beginning balance, purchases, redemptions, income earned, income earned year-to-date, month-end balance, and transaction activity summary.

## Board of Trustees

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The Board is responsible for assuring compliance with the Indenture and the investment restrictions therein. The Board has the power to administer the Trust and the affairs of the Trust. Further information about the COLOTRUST Board of Trustees, its structure, roles and responsibilities is available on [www.colotruster.com](http://www.colotruster.com) and in the COLOTRUST Information Statement.

The Board is responsible for the investments of the Trust and for the general administration of the business and affairs of the Trust; however, the Trustees are not required personally to

conduct all of the business of the Trust and consistent with its ultimate responsibility, the Board has appointed an Administrator, an Investment Advisor, a Custodian, Legal Counsel, and an Independent Accountant. The Board may assign such duties to the Administrator, Investment Advisor, and Custodian as it deems to be necessary or desirable for the efficient management of the Trust.

## The Investment Advisor and Administrator

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Pursuant to an agreement with the Trust, Public Trust Advisors, LLC (Public Trust) serves as the Investment Advisor and Administrator of the Trust.

As Investment Advisor, Public Trust provides investment services to the Board. Public Trust is an investment advisory firm located in Denver, Colorado.

Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940. [Registration of an investment adviser with the SEC does not imply a certain level of skill or training.](#)

As Administrator, Public Trust services all Participant accounts in the Trust, determines and allocates income of the Trust, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the Trust, determines the net asset value of the Trust, and performs all related administrative services for the Trust. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the Trust based upon a number of factors. This evaluation includes a comparative analysis of the Trust's investment results in relation to industry standards such as the performance of comparable money market mutual funds and various indices of money market securities.

The Agreement with Public Trust may not be assigned, by operation of law or otherwise, by Public Trust, without the express written consent by the Trust and may be terminated without penalty on 45 days written notice at the option of the Trust or Public Trust.

The Trust is prohibited from buying securities from and selling securities to Public Trust and any of its affiliates.

## Custodian

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UMB Bank, N.A. serves as Custodian for the Trust pursuant to a Custodian Agreement. UMB Bank acts as safekeeping agent for the Trust's investment portfolios and serves, in accordance with the statutes of the state of Colorado, as the depository in connection with the direct investment and withdrawal mechanisms of the Trust. UMB Bank does not participate in the Trust's investment decision-making process.

On occasion, the Trust uses other custodians for some permitted investments such as tri-party repurchase agreements.

The Custodian Agreements remain in effect until terminated by either the Trust or the Custodian. The Agreements are not assignable without the prior written consent of the Trust and may be terminated without penalty on 60 days written notice at the option of the Trust or the Custodian.

## Legal Counsel

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At the present time, Butler Snow, LLP serves as General Counsel to the Trust.

## Independent Accountants

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At the present time, Cohen and Company serves as independent certified public accountants to audit the annual Financial Statements of the Trust. The audit contains statements of assets and liabilities, of operations, and of changes in net assets of the Trust prepared in conformity with generally accepted accounting principles. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards.

\*Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. [Click here](#) for more information. COLOTRUST is not a bank. An investment with COLOTRUST is not guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although COLOTRUST PLUS+ seeks to preserve your investment at \$1.00, it cannot guarantee it will do so. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

05/23 Managed by Public Trust Advisors, LLC

## Contact Information

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717 17th Street, Suite 1850

Denver, CO 80202

Phone: (877) 311-0219

Fax: (877) 311-0220

[clientservices@colotrust.com](mailto:clientservices@colotrust.com)

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



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## **MEMORANDUM**

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**To:** Town of Norwood Board of Trustees

**From:** Amanda Pierce, Town Clerk

**Date:** May 07, 2024

**Subject:** Application for Liquor License Renewal – NORWOOD GROCERY LLC dba CLARKS MARKET at 1435 Grand Ave Norwood, CO 81423

Please consider this memorandum as my written report on the application for a Retail FMB (city) Liquor License Renewal Application for NORWOOD GROCERY LLC dba CLARKS MARKET at 1435 Grand Ave Norwood, CO 81423.

There have been no complaints filed with the Town of Norwood or the State of Colorado. All required fillings have been submitted. Based on that information, I recommend approval of the attached application contingent on receiving filling fees required.

I hereby report that such license renewal, if granted, will comply with the provisions of COLORADO LIQUOR CODE ARTICLE 47, TITLE 12, C.R.S. and the provision of the Town of Norwood Liquor License.



APPLICANT ID: 700131

DR 8400 (03/31/23)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division

**Submit to Local Licensing Authority**

**CLARK'S MARKET**  
**818 SOUTH MAIN STREET**  
**Blanding UT 84511**

Fees Due	
Renewal Fee	221.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$</b>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**Retail Liquor License Renewal Application**

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name NORWOOD GROCERY LLC		Doing Business As Name (DBA) CLARK'S MARKET	
Liquor License # 04-01327	License Type Fermented Malt Beverage and Wine (city)		
Sales Tax License Number 01235189	Expiration Date 06/16/2024	Due Date 05/02/2024	
Business Address 1435 GRAND AVENUE Norwood CO 81423			Phone Number 9703274211
Mailing Address 818 SOUTH MAIN STREET Blanding UT 84511		Email jon@geberslicensing.com	
Operating Manager Marco Dominguez	Date of Birth 12/19/1993	Home Address 2390 County Road 42ZN, Norwood, CO 81423	Phone Number (708) 209-6442
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 12/2037			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

DR 8400 (03/31/23)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division

APPLICANT ID: 670410

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  Yes  No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  Yes  No

<b>Affirmation &amp; Consent</b> I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business Tom Clark, Jr.		Title President
Signature <i>Tom Clark</i>		Date 5/1/2024
<b>Report &amp; Approval of City or County Licensing Authority</b> The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. <b>Therefore this application is approved.</b>		
Local Licensing Authority For		Date
Signature	Title	Attest

**Renewal Application (continued)**  
**Norwood Grocery LLC**

**Q. 8 – Other License Ownership**

The applicant's ownership currently has interest in the following Colorado liquor licenses:

Aspen Grocery, Inc. d/b/a Clark's Market  
300 Puppy Smith Road, Aspen, CO 81611  
Fermented Malt Beverage (City) License - #04-00854

Battlement Grocery, LLC d/b/a Clark's Market  
71 Sipprelle Drive, Parachute, CO 81634  
Fermented Malt Beverage (County) License - #04-01231

Crested Butte Grocery LLC d/b/a Clark's Market  
500 Belleview Avenue, Crested Butte, CO 81224  
Fermented Malt Beverage (City) License - #04-00825

Lowry Grocery, LLC d/b/a Clark's Market  
7059 E. Lowry Boulevard, Suite 102, Denver, CO 80224  
Liquor Store (City) License - #03-20250

DR 8495 (07/23/19)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division

## Tax Check Authorization, Waiver, and Request to Release Information

I, Tom Clark, Jr. am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Norwood Grocery LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Norwood Grocery LLC		Social Security Number/Tax Identification Number 84-1351607	
Address 1435 Grand Avenue			
City Norwood		State CO	Zip 81423
Home Phone Number		Business/Work Phone Number (970) 327-4211	
Printed name of person signing on behalf of the Applicant/Licensee Tom Clark, Jr.			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <i>Tom Clark</i>			Date signed 5/1/2024

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### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



## **TOWN CLERK – MAY 2024** **BOARD OF TRUSTEES REPORT**

### ➤ **LICENSING**

**Business Licenses:** Over the last 30 days, 1 new and 0 renewed license was issued. Licenses are not due until July 1<sup>st</sup>.

- *Coffee Camp – Coffee trailer on Grand Avenue*

**Special Construction Permits:** Over the last 30 days, 1 new and 0 renewed licenses were issued.

- *Dahlia Mertens for water tap tie-in.*

**Liquor Licenses:** Over the last 30 days, 0 new and renewed licenses were issued.

*Staff are working on procedures and requirements for applicants when they submit their special event permit applications such as what is needed with parking plans and notices etc..*

**Marijuana Licenses:** Over the last 30 days, 0 new and renewed licenses were issued.

**Short Term Rental Licenses:** Over the last 30 days, 0 new and renewed licenses were issued.

**Permit and Development Application:** Over the last 30 days, 0 new applications have been filed and issued.

### ➤ **DOCUMENTATION**

**CORA Requests:** The Town has received nine CORA requests over the last 30 days.

- Attorney Contract
- Itemized invoices specifically those with attorney
- Rifle Documentation
- Meeting Recordings

### ➤ **TRAININGS and FYI**

- **CDOT GRANT** – Moving along with environmental studies, design, and engineering. Plan to be in construction summer 2025. Looking for gap grant funding to complete project due to increase in construction costs.
- **Spring Clean Up** – May 18<sup>th</sup> Lone Cone 4H Club will be there from 9-12 for community service. We would love board volunteer support as well.
- **DMV2Go** – 5/7, 5/8, 7/6, 9/10 in Nucla



- **SIPA Micro Grant Available** – Better Audio/Visual Options for board meetings including cameras, microphones, and tv displays. Working with San Juan Sound and Vision for a quote and help with design.
- **Direct Deposit** finalizing and setting up direct deposit for staff.
- **CML Conference** June 18-21 in Loveland. END OF WEEK DEADLINE TO ENSURE HOTEL AVAILABILITY!!!! – Candy, Deana and Amanda are confirmed for attendance.
- **Board Training** – Working with CIRSA, DOLA, and others to get in person board training. Additionally, you will start to see some emails occasionally about board training or general knowledge for reading in your spare time.

➤ **WEST END SUSTAINABILITY PLAN:**

*BUILDING BETTER PLACES (BBP) & BUILDING RESILIENT ECONOMIC COAL COMMUNITIES (BRECC)*

**This section will be reserved to provide an update each month.**

Leaders from Naturita, Norwood, Nucla, Montrose County and WEEDC have been accepted into a few programs that will help create the West End Sustainability Plan. *The mission of the West End Sustainability Plan is to balance economic, environmental, and social needs of the community by allowing prosperity for now and future generations.* To accomplish this mission, the team will identify a set of cohesive, community-led, regional values that will provide a foundation for growth planning for the longevity of the West End. We anticipate this process to take at least 12 months. Throughout this entire process, there will be a huge amount of community engagement to ensure that our community is heard, and our heritage and values are involved.

This process started during Community Builder's Building Better Places training in March. In April, we hit the ground running with a visit from Community Builders to the West End for the Building Resilient Economies in Coal Communities (BRECC) Technical Assistance. While here they were able to visit with each of the town boards and the West End Solutions group, beginning the community engagement process.

As always, please reach out if you have any questions.

Amanda Pierce, Town Clerk



## **TOWN MANAGER REPORT – MAY 2024**

### **STAFF**

- Holding regular weekly meetings with the Staff. (On-going)
- Reviewing Ordinances, Municipal Code and Land Use Codes in preparation for consolidation and updating (as needed). (On-going)
- Converting many older documents to a Word/PDF document in preparation for website uploads. (On-going)
- Continuing to work on billing procedures. Reviewing contracts and comparing data in the Cass system.
- Grace Harris, intern, doing a great job with the scanning project. Helping to administratively identify potential lead lines in the system for Public Works to follow up on.

### **OPERATIONS**

- Website IS UP AND RUNNING!! More material being added weekly.
- Preparing to move funds to ColoTrust account (pending Board approval).
- Amanda preparing materials for the 2023 audit.
- RFP for Drainage Engineering Project. Reviewed 3 submissions and worked with NWC and NSD. Chose SGM's proposal and hope to have them start around mid-May.
- Water shack internet service working well. Staff able to reload funds to water cards from the office, freeing up Public Works.
- Issued letter regarding sewage violation. Will follow up by May 12, 2024 to ensure clean-up has occurred.
- Generated letters regarding Dolores National Monument (opposed) and Solar project (opposed).
- Communications between PW and billing has been improved so meter reads going much more smoothly.
- Responded to Dufford Waldeck regarding amendments to new agreement.
- Developing Ordinance regarding Condemnation Proceedings. Will be available for review by Board after May 15, 2024.
- Updating/correcting Code of Conduct for Elected Officials. Will be available for review by Board after May 15, 2024.

### **TRAINING**

- Deana learning Caselle software as time allows.

### **PUBLIC OUTREACH**

- Responding to numerous CORA requests has encompassed the majority of Staff time this month

## First 120 Days Accomplishments

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The team has really buckled down and started making changes and improvements in many areas. After completing a SWOT analysis (strengths, weaknesses, opportunities and threats), the staff came up with a list of solutions to make workflow better. The list is long, but the following has been accomplished as of 04/30/24:

- Website upgrade: New, more user-friendly website with the ability to translate documents (live 4/3/24)
- Newsletter: Goes out with the water bills. Finding an effective way to communicate with as many citizens as possible. Good feedback from the community.
- Personal Protective Equipment: Public Works staff lacked proper equipment to safely do their job. Granted, they had not asked for upgrades, but during the SWOT it came out that there was equipment that was needed.
- Upgraded the Water Shack so that funds can be added by the office staff instead of having Public Works make changes on site (upgraded internet hotspot).
- Boundary maps updated with County GIS.
- Added First Aid kits to all Public Works vehicles. Utilized previously purchased kits from former Marshal's Office.
- Security Upgrades: Making the upstairs of Town Hall a bit safer with cameras and developing security procedures for staff.
- Scanning Documents to the Cloud: The vast majority of the Town's history is located in filing cabinets on paper and is difficult to find historical documents. Brought in a high school intern (Grace Harris) to begin scanning all documents to cloud storage. Files will be kept for several years then destroyed if not needed. Original Town/NSD/NWC documents will be kept in a safe place in perpetuity.
- Cleaned up the Norwood Water Commission and Sanitation District Rules & Regulations and made ready for the website. Now easier to search through for specific items.
- Cleaned up the Norwood Municipal Code in preparation for updates (adding existing ordinances into the document in the correct location). Future changes will include ordinances on condemnation proceedings, abandoned vehicles, animal control, etc.
- Defined Standard Operating Procedures and Policies that need to be addressed. Department heads working on programs relative to their departments. Developing procedures to increase efficiency and reduce workload.
- Working with iWorx to get training completed so the program can be used to its fullest potential.
- Wrote and issued RFP's for Town Attorney, Water Attorney, Waste Water/Drainage Study.
- Updated signature cards to reflect current Board authority signatories.
- 2022 Audit completed (due to Amanda's diligent efforts). Starting work on 2023 in August.
- Created a naming convention for all files being uploaded to the Shared Drive. Makes finding files much easier.
- Issued MOU between TON and Parks & Rec for Pocket Park kiosk.



- Purchased major equipment (Mini-ex) to help Public Works be more responsive
- Amended Personnel Policy to enable Public Works to drive town-owned vehicles for 1) better response to emergencies (tools in trucks) and 2) employee retention.
- Working on Lead Line inventory via administrative processes to assist PW with potential locations of questionable lines; report will be available for CDPHE if requested.
- Training sessions between departments to ensure clear communications.
- Continuing training for all departments on specific regulations and tools for development.
- Amanda & Becky have been strong participants in the Building Resilient Economic Coal Communities (BRECC) and have brought back excellent ideas for economic development for Norwood.

**From:** [Becky Hannigan](#)  
**To:** [Morgan Rummel](#); [Niven Drybrough](#); [Shawn Fallon](#); [Michael Grady](#)  
**Cc:** [Amanda Pierce](#); [Becky Hannigan](#); [Deana Sheriff](#); [Candy Meehan](#)  
**Subject:** FW: TON - May 2024 Mayors Report 05062024  
**Date:** Monday, May 6, 2024 11:59:08 AM  
**Attachments:** [image001.png](#)

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Hello All,

The packets have already been sent out and Candy wanted me to make sure you received it before the meeting.

Have a great week!

Becky

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**From:** ETW - Candy Meehan <candy@earthtechwest.com>  
**Sent:** Sunday, May 5, 2024 3:39 PM  
**To:** Becky Hannigan <Hannigan@norwoodtown.com>; Amanda Pierce <pierce@norwoodtown.com>  
**Cc:** Candy Meehan <Meehan@norwoodtown.com>; Deana Sheriff <TownManager@norwoodtown.com>; Shawn Fallon <Fallon@norwoodtown.com>  
**Subject:** TON - May 2024 Mayors Report 05062024

Deana, Amanda and Becky...

Please let me know if I am missing anything that you think I need to add.

## May 2024 Mayors Report

Correspondences:

1. Continuing emails regarding the possible proposal and application of a solar farm project
2. Asking boards for letters to BOCC and SLB
3. Letters of support to go into published public record

Meetings:

1. BOCC – Regular Meetings
2. PWMCC – Update with BOCC & PC Regulations
3. CAFI – Meeting to include at SSS in July
4. SMWCD – Meeting 0513
5. Club 20 – Summer Conference in Naturita 0725 & 0726
6. SWCD – Appointed as a Member at Large
7. WMWC – On Hold for Engineering
8. SJRLC – On Hold

Education:

1. 2024 CML - Ongoing Training
2. 2024 HKS - Ongoing Training

Requests for Administration:

1. Schedule standing work sessions for 1<sup>st</sup> Tuesday of every month
2. 2024 Parks Planning Conceptual Design Project - Update
3. 2024 Schedule for BRECC Master Planning, Capitol Improvement and Strategic Planning – Update
4. Schedule TON Board Training - Update
5. Quarterly Community Meetings with Stakeholders - Update
6. 2024 IGA Review - on Hold
7. 2024 ICMA for Deana – on Hold
8. 2024 Home Rule Planning – on hold
9. 2024 Building Department – on hold
10. Creation of Assistant Town Manager Job Description – on hold

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**Candy A Meehan**

Mayor