Meeting Minutes For: Wednesday September 11, 2024 Regular Meeting starting at: 7:00 p.m. Meeting: Zoom only option.

#### **CALL REGULAR MEETING TO ORDER:**

The special 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 7:00 pm.

#### **BOARD ATTENDANCE:**

MAYOR - CANDY MEEHAN- PRESENT
MAYOR PRO TEM - SHAWN FALLON- PRESENT
TRUSTEE - NIVEN DRYBROUGH- ABSENT
TRUSTEE - MORGAN RUMMEL- PRESENT
TRUSTEE - MICHAEL GRADY- PRESENT

#### **STAFF ATTENDANCE:**

TOWN CLERK – AMANDA PIERCE- PRESENT

PUBLIC WORKS DIRECTOR – RANDY HARRIS- PRESENT

DEPUTY TOWN CLERK – BECKY HANNIGAN- PRESENT

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

#### **PUBLIC COMMENT:**

None

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

Liza Tanguay, with Norwood Parks and Rec. discussed the MQTC for Norwood, Nucla, and Naturita students club will do a music theatre. Working on the Indoor Pickleball will be at the school, Saturday night at the Livery is in place with different quest speakers. Daiva discussed a collaboration with UMC and NPRD for Breast Cancer Awareness Month walk-a-thon in October.

#### **CONSENT AGENDA:**

Minutes of July 10, 2024

Minutes of July 12, 2024

Minutes of July 17, 2024

Minutes of July 25, 2024

Minutes of August 14, 2024

Minutes of August 22, 2024

**August Financials** 

Fresh Foundation dba Fresh Food Hub, Special Event Liquor License 1555 Summit Street, Norwood, CO 81423 **MOTION:** Shawn Fallon made a motion to approve the consent agenda as corrected by Becky.

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

Meeting Minutes For: Wednesday September 11, 2024 Regular Meeting starting at: 7:00 p.m. Meeting: Zoom only option.

#### **BOARD BUSINESS AGENDA**

#### Appointment of two Norwood Water Commission Seats

The board opened the floor up to the 7 applicants for introduction, water service location and reasons they applied for the NWC seat.

**Terri Lamers,** present, was asked about her water service location. Mayor Meehan referenced the town ordnance for the 3 seats regarding members at large the town board is voting on will need to confirm that all applicants receive or have a service inside the incorporated town, it was suggested that Terri Lamers apply for the San Miguel Water Conservancy District, regarding her water services are outside the incorporated town limits. **Finn Kjome** was not present. Town Clerk stated that he did send in a letter in his absence of reasons and experience for the boards review.

**Michael Grafmyer,** present, gave reasons, experience, and was asked questions of the board, in which he answered.

Alexander Pape, Via-Zoom. gave reasons, experience, was asked question of the board. in which he answered. Jenny Russell, Present. gave reasons, experience, was asked question of the board. in which she answered. Sharon Pape, Via-Zoom. gave reasons, experience, was asked question of the board. in which she answered. Nancy Willis. Present, gave reasons, experience, was asked question of the board. in which she answered. An open tally vote was taken with Shawn Fallon for Finn and Jenny, Niven Drybrough for Finn and Michael, Morgan Rummel for Finn and Michael, Mike Grady for Nancy and Jenny, and Candy Meehan for Jenny and Nancy. MOTION: Shawn Fallon made a motion to nominate Finn Kjome and Jenny Russell to the water board.

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

#### Music on the Mesa update by Daiva Chesonis

Daiva thanked the Town of Norwood for being the first sponsor of Music on the Mesa and getting the ball rolling. Vendors averaged from 14 to start in June and grew to 16 in August. Volunteers numbered 18 but would like to engage more volunteers to sign up. Bottom line, in the black. Daiva's request from the board for 2025 is a \$5000.00 donation. The board gave Daiva direction to send a letter of request to Amanda in preparation of the budget. The average crowd count of 400 for each event was determined.

#### **EcoAction Annual Update by Emma Gerona**

Emma gave a slide presentation for the annual EcoAction update. Emma's request from the board for the year 2025 is an \$800.00 donation. The board thanked her for the presentation and would consider the request for the 2025 budget year.

#### San Miguel Power Association Kep Updates

Alex Shelley gave a slide presentation of updates and stated the possible rate changes, and transmission change out date for consideration. Asking for input on dates and times for replacing the transformers.

Meeting Minutes For: Wednesday September 11, 2024 Regular Meeting starting at: 7:00 p.m. Meeting: Zoom only option.

#### CONTINUATION OF BOARD BUSINESS AGENDA:

#### Axis Health – Narcan Kiosk, Samantha Jacobs

Samantha asks for consideration of placing a Narcan kiosk for public use somewhere on town property. Board discussion was different locations of convenience to the public.

MOTION: Niven Drybrough made a motion to get a Narcan kiosk located at the Pocket Park.

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

### Resolution No. 0911 Series 2024 A RESOLUTION INSTRUCTING THE TOWN CLERK TO SCHEDULE A POLLING PLACE SPECIAL ELECTION ON DECEMER 10, 2024

Shawn Fallon Mayor Pro-Tem read the resolution. Town Clerk let the board know they can choose a mail in ballot if they choose, board asked about the most cost effect voting. Board opted for in person ballot. Mayor Meehan explained to board that this is democracy and spoke to the steps of the ballot. Public comment was that Mayor Meehan should not be speaking to this matter. Mayor Meehan stated per legal she had the right to speak to this matter.

**MOTION:** Mike Grady made a motion to adopt Resolution No. 0911 Series 2024 A RESOLUTION INSTRUCTING THE TOWN CLERK TO SCHEDULE A POLLING PLACE SPECIAL ELECTION ON DECEMER 10, 2024.

- a. Morgan Rummel seconded.
- b. Mayor Meehan recused herself from the vote.
- c. All others approved. Motion Passed.

#### Discussion on the adoption of the San Miguel County proposed regulations for Solar Energy Systems.

**MOTION:** Shawn Fallon made a motion to send adoption of the San Miguel County proposed regulations for Solar Energy Systems.

- a. Mike Grady, seconded.
- Shawn Fallon Yes, Niven Drybrough No, Morgan Rummel Yes, Mike Grady Yes, Candy Meehan Yes, under duress.
   Motion Passed.

#### General Ledger selection for Mediation Invoice

Staff was given direction to change budget line item of Code Enforcement Officer to Town Mediation Officer.

#### Additional Aflac Life Insurance Benefit

MOTION: Morgan Rummel made a motion to approve the additional Aflac Life Insurance Benefit.

- a. Niven Drybrough seconded.
- b. Shawn Fallon No, Niven Drybrough Yes, Morgan Rummel Yes, Mike Grady Yes, Candy Meehan Yes. Motion Passed.

Meeting Minutes For: Wednesday September 11, 2024 Regular Meeting starting at: 7:00 p.m. Meeting: Zoom only option.

#### **STAFF REPORTS:**

• San Miguel Sheriff's Office Calls for Service, August written report, review no questions.

#### Public Works Director, Randy Harris -

- working on weed mitigation, working on alleys.
- filling in alley ways, bringing in coal patch for hole in streets and alleys.
- getting a trailer for equipment that is safer than what currently have. Will pick it up this week.
- rental property of Motion Sense rear door needs replaced. Discussion of a more permanent solution that might need to be added to the budget. Board gave staff direction to repair the door.
- Asking to build a shop by water shack 33 x 30 metal estimated cost of \$76,550.00. Look at future project line item. Come back in October with details.

#### Town Clerk, Amanda Pierce -

- Randy has gotten his class A water certificate. Total of 4 certificates so far this year.
- School grant, in process of writing another grant for CDOT to help with construction, qualify for a waiver for the grant. Board consented to proceed with other grants and the waiver.
- Audit is late, wanted board to know and will be filing an extension.
- Looking for a cleaner for the Community Canter
- Drainage study agreement never signed. Will be filling an extension for this and is due at the end of the year. Office of Just Transition will allow the extension for December 2025.
- Mountain to Dessert run coming August 21, 2024.
- Fall E-waste event Oct. 21st from 12 2pm. Working with San Miguel County for green waste
- Pioneer Day September 28, 2024.
- 7 CORA request, released as advised by Town Attorney.
- Trial and AI tonight and will see if it works.
- Water Commission asking for update Regional Water Plan grant 2026. Mayor Meehan mentioned still in finding faze and will bring Donzel by the office.
- Randy and Amanda looking at budget, looking at projects, salaries, and would like to present first draft budget in October's meeting if time allows. Like to schedule work session late October.
- Regan Tuttle has a opportunity to get a grant from the Telluride Foundation for \$6000.00 to do the San Miguel Basin Forum in Spanish. Amanda is asking for a pass through with the town to get the grant fund. Board is in favor and permission given.
- Joint Board Meeting tomorrow.
- Colorado Trust is going forward. US Bank Rep is getting us into better accounts.
- Hoof and Paw TNR update, they are asking the Town for all the responsibilities. Still in negotiations.

#### **MAYOR AND TRUSTEE REPORTS AND ANNOUNCEMENTS**

- Mayors Report written report. Wanting to make sure that all got her CBI and the 7<sup>th</sup> Judicial letter.
- Mayor Meehan spoke with CBI field agent on the computer and listing devices. Ben Russell stated that he didn't feel there was a location for the crime so they would not come. Mayor Meehan reached out to Jason Laflame our IT to see what his thoughts were, he didn't feel there was an issue. Discussion of finding another third-party person to come in an inspect. Will add to next meeting.
- Trustee Reports,
   Mike Grady is asking for more Dog Poop receptacles for the town.

Meeting Minutes For: Wednesday September 11, 2024 Regular Meeting starting at: 7:00 p.m. Meeting: Zoom only option.

No reports from the other trustees.

ADJOURN:		
MOTION: Shawn Fallon mad	de a motion to adjourn at 10:24 pm	
a. Niven Drybrough se		
b. All others approved	. Motion Passed.	
■ APPROVED	APPROVED AS CORRECTED	DATE APPROVED:
Minutes Taken by: Becky Ha	nnigan, Deputy Town Clerk	
Amanda Pierce, Town Clerk		

## Joint Special Meeting The Town of Norwood Trustees, Norwood Water Commission, and Norwood Sanitation District

Meeting Minutes For: Thursday, September 12, 2024
Joint Special Meeting starting at: 7:00 p.m.
Meeting at: 1670 Naturita Street, Norwood CO 81423 and Zoom option

#### **CALL SPECIA MEETING TO ORDER:**

Call to order Board of Trustees, Mayor Candy Meehan, 7:00pm
Call to order Norwood Water Commission, Brad Cambell, 7:00pm
Call to order Norwood Sanitation District, Chair, Bernice White, 7:00pm

#### **BOARD ATTENDANCE:**

MAYOR - CANDY MEEHAN- PRESENT, MAYOR PRO TEM - SHAWN FALLON- PRESENT,

TRUSTEE — NIVEN DRYBROUGH-PRESENT, TRUSTEE — MORGAN RUMMEL-ABSENT, TRUSTEE — MICHAEL GRADY- PRESENT

#### **NORWOOD WATER COMMISSION ATTENDANCE:**

TONY DARANYI- ABSENT, FINN KJOME- ABSENT, BRAD CAMPBELL-PRESENT, RAY COSSEY-PRESENT, RYAN HOWE- PRESENT, JENNY RUSSELL- PRESENT.

#### **NORWOOD SATITATION DISTRICT ATTENDANCE:**

BERNICE WHITE PRESENT, BRAD CAMBELL- PRESENT, TOM KYLE-PRESENT, MIKE GRAFMYER- PRESENT, KERRY WELCH- PRESENT.

#### **STAFF ATTENDANCE:**

TOWN CLERK – AMANDA PIERCE- PRESENT, PUBLIC WORKS DIRECTOR – RANDY HARRIS- PRESENT DEPUTY TOWN CLERK – BECKY HANNIGAN-PRESENT

#### **SPECIAL MEETING AGENDA**

<u>Introduction of Kathryn Fry, Marble Consulting Inc. as Mediator for the meeting. Kathryn started out with introduction of her consulting firm.</u>

Reviewed the code of conduct, that all the board members have agreed too as being board members and use as guidelines for this meeting.

Asked the boards to break out into their, three boards groups to talk about 4 things. Which are, what is your vision as a board, what is not working, what is working, and describe what your board can do differently.

After we get back together then the boards will come together and go over their 4 questions. Board of Trustees shared first, what's working is were all talking with all boards. Preparing for growth, not working uncertainty of infrastructure, communication and respect between boards isn't working well.

## Joint Special Meeting The Town of Norwood Trustees, Norwood Water Commission, and Norwood Sanitation District

Meeting Minutes For: Thursday, September 12, 2024
Joint Special Meeting starting at: 7:00 p.m.
Meeting at: 1670 Naturita Street, Norwood CO 81423 and Zoom option

#### **Board of Trustees:**

- Vision, collaborative, sustainable, approach tight community feel, unified vision for all three boards of where we are going and stay on track, planned growth, keep unique heritage,
- What's working, we are talking to each other, with hearts in the right place, preparing for growth, and Tring to remain routed in, business
- Not working uncertainty in infrastructure communication and respect between boards and getting cornered with legal issues. this board feels that we contribute to this too.
- Do different, communicate more clearly, define vision, stay on track, not get cornered into legality issues, more training and move with the right rhythm of the other boards and more direct communication with other boards.

#### Norwood Water Commission:

- What's working, everything is running and diligently working to keep it that way.
- Concerns with finding the person that can help with all three boards as Patti did. Another concern is what are we Collaborate on and what should we be separate on.
- Commission would Like to restructure pay in the towns manager position. Not sure if we should be part of the hiring process, but they would like a "Say" if they are paying a portion of that position.
- Vision would like to prioritize our own forward progress of the master plan, and what they are trying to build Paying for what they need to be out of and put their money and their resources into their master plan.

#### Norwood Sanitation District:

- Vision, move forward with all three boards and provide oversite on Sanitation and provide service at a reasonable rate to all our customers.
- · What's working, sanitation is working with Water Commission and a portion of the Town Board
- What's wrong, communication, actively listening, and lying to the boards.
- What can we do differently, active listening followed by clarification.

After the boards had a discussion of moving forward, a restructure of the Town Manager position and monies contributed from all boards to help support that position. Looking at new IGA's between the entities.

#### Staff:

 Vison, was to have a cohesive and creative three entity board working together as one while supporting staff that lead in creating a unified organization and community

## Joint Special Meeting The Town of Norwood Trustees, Norwood Water Commission, and Norwood Sanitation District

Meeting Minutes For: Thursday, September 12, 2024
Joint Special Meeting starting at: 7:00 p.m.
Meeting at: 1670 Naturita Street, Norwood CO 81423 and Zoom option

#### Town Manager/Administrator interim/permanent position for all three entities

Discussion of this position, job duties, day to day operations, and what it might look like by all boards took place.

#### **Board of Trustees:**

Board will be working on a fluid document of job descriptions, asked to do it by email and not addition meetings.

**MOTION:** Candy Meehan made a motion to give Amanda direction to reach out to Deb Barr and see if you can secure a temporary clerk no later than Thursday of next week.

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

Board gave Mayor Meehan permission to work with Kathryn on the HR process of the Administrative position along with Amanda.

#### **ADJOURN:**

#### **Adjourn Meeting Board of Trustees**

MOTION: Niven Drybrough made a motion to adjourn at 10:09pm

- c. Candy Meehan seconded.
- d. All others approved. Motion Passed.

#### **Adjourn Meeting Norwood Water Commission**

MOTION: Jenny Russell made a motion to adjourn at 9:35pm

- e. Ray Cossey seconded.
- f. All others approved. Motion Passed.

#### **Adjourn Meeting Norwood Sanitation District**

MOTION: Bernice White made a motion to adjourn at 9:29pm

- g. Kerry Welch seconded.
- h. All others approved. Motion Passed.

APPROVED	APPROVED AS CORRECTED	DATE APPROVED:
Minutes Taken by: Becky	y Hannigan, Deputy Town Clerk	
Amanda Pierce, Town Cl	erk	

**Meeting Minutes For:** Thursday, September 19, 2024 Special Meeting starting at: 6:30 p.m.

Meeting: 1670 Naturita Street, Norwood CO 81423 at Norwood Town Hall and Zoom option.

#### **CALL SPECIAL MEETING TO ORDER:**

The special 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 6:31pm.

#### **BOARD ATTENDANCE:**

MAYOR - CANDY MEEHAN- PRESENT
MAYOR PRO TEM - SHAWN FALLON-PRESENT
TRUSTEE - NIVEN DRYBROUGH- PRESENT
TRUSTEE - MORGAN RUMMEL- ABSENT
TRUSTEE - MICHAEL GRADY- PRESENT

#### **STAFF ATTENDANCE:**

TOWN CLERK – AMANDA PIERCE- VIA ZOOM
PUBLIC WORKS DIRECTOR – RANDY HARRIS- ABSENT
DEPUTY TOWN CLERK – BECKY HANNIGAN- VIA ZOOM

#### **BOARD BUSINESS AGENDA**

Amanda was given a letter of resignation from Morgan Rummel to read at the beginning of the meeting. With completion of the resignation letter a discussion on the Solar farm letter was had regarding Morgan's statement in the resignation letter.

- a. <u>Finalize mediation with Katherine Fry, Board of Trustees, Town Clerk, Amanda Pierce, and Deputy Town</u> Clerk, Becky Hannigan.
- Discussion of the Administrative Director job description was had by all regarding having a living document and approval to post the position.
- Requested that Patti Grafmyer come in and help with reconciliation, audit and budget. Board directed staff to proceed in using Patti Grafmyer as a consultant for reconciliation, audit and budget.
- Have Katherine Fry do our Code of Conduct, Personal Policy and Board Training. Discussed items that needed to be added to make each document sustainable.
- Applications for the Administrative Director go to Katherine, application due in 30 days oct 23<sup>rd</sup>
- Where to post the Administrative Director position, on-line, Daily Planet, Norwood post San Miguel Basin forum, GJ Sentinel and Durando Herald, CML Clerks list, and social media. Work on digital where possible

Motion: Niven Drybrough to have a Christmas party this year invite all three boards.

- a. Candy seconded
- b. All others approved. Motion Passed.

Motion: Niven Drybrough motioned to approve the Administrative Director Job description.

- a. Shawn Fallon seconded
- b. All others approved. Motion Passed.

Motion: Candy Meehan motioned to amend the agenda to appoint Interim Administrative Director subset b.

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

**Meeting Minutes For:** Thursday, September 19, 2024 Special Meeting starting at: 6:30 p.m.

Meeting: 1670 Naturita Street, Norwood CO 81423 at Norwood Town Hall and Zoom option.

• Where to post the Administrative Director position, on-line, Daily Planet, Norwood post, San Miguel Basin forum, GJ Sentinel, Durando Herald, and CML Clerks list, and social media. Work on digital where possible

**Motion:** Niven Drybrough motioned to post the Job description for Administrative Director in the seven entities stated above.

- c. Shawn Fallon seconded
- d. All others approved. Motion Passed.

Discussion of the code of conduct additions to make a clearer working document for both the board and staff to follow and understand.

ADJOURN:		
<b>MOTION:</b> Niven Drybrough ma a. Shawn Fallon seconded	de a motion to adjourn at 6:43pm	
b. All others approved. M		
☐ APPROVED	APPROVED AS CORRECTED	DATE APPROVED:
Minutes Taken by: Becky Hann	igan, Deputy Town Clerk	
Amanda Pierce, Town Clerk		

### TOWN OF NORWOOD ACCOUNTS PAYABLE - September 2024

				Т	OWN PAID	N۱	NC Portion	NS	SD Portion
PD AD	1022250	Aflac	Employee Insurance	\$	496.52		-	\$	=
PD	1054372	AT&T/ FirstNet	Telephone - PD	\$	115.12		104.33	\$	45.69
PD	1043422	Axis Health	Donation	\$	500.00		-	\$	-
PD	1052275	Black Hills Energy	CC Gas	\$	42.38		_	\$	_
PD	1060270	Bruin Waste Mngt.	Trash Service at 2096 Cnty Rd	\$	118.77		_	\$	_
PD	1052495	Bruin Waste Mngt.	Trash Service at 1670 Naturita St	\$	179.76		_	\$	_
PD	1060270	Bruin Waste Mngt.	Trash Service at 1475 S Pine	\$	41.73		_	\$	_
PD AD	1060270	Capital One Trade Credit	Hardware/Supplies	\$	884.47		_	\$	_
PD	1043280	Clearnetworx	Office Phones and Internet	\$	260.00		_	\$	_
PD	1054330	County Finance Department	Quarterly Sheriff's Agreement	\$	25,000.00		_	\$	_
PD	1054330	Dufford Waldeck	Legal Services billing period 06.30.24	\$	2,015.00		-	\$	-
PD	1050310	Dufford Waldeck  Dufford Waldeck					-	\$	-
PD			Legal Services billing period 07.31.24	\$	6,717.00 856.00		-		-
PD	1050310	Dufford Waldeck Dufford Waldeck	Legal Services billing period 07.31.24	\$			-	\$	-
	1050310		Legal Services billing period 08.31.24	\$	3,235.00		70.00	\$	70.00
PD	1043420	FP Mailing Solutions	Copier supplies	\$	79.39		79.39	\$	79.39
PD	1043420	FP Mailing Solutions	Postage	\$	100.00		150.00	\$	150.00
PDCC	1060250	Harbor Freight	Plate Compactor	\$	849.97		-	\$	=
PD	1043310	Hemphill Planning LLC	August Hours	\$	300.00		-	\$	-
PD	1060250	Hi Country Motorsports Inc	PW Side by Side Maintence	\$	610.49		-	\$	-
PD	1043360	Karen Goldman CML	Recall Hearing for Mayor Meehan	\$	450.00		-	\$	-
PD	1042310	Law Office of Daniel Zemke	Municipal Judge	\$	300.00	\$	-	\$	-
PD	1043127	Marble Peak Consulting Inc.	Mediation with Consultant	\$	11,700.00	\$	-	\$	-
PD	1043285	Norwood Water Commission	1475 S Pine	\$	80.00		-	\$	-
PD	1043285	Norwood Water Commission	Employee Water (July, Aug, Sept)	\$	180.00	\$	-	\$	-
PD	1060250	Norwood Pit Stop	Maintenance Parts	\$	197.79	\$	-	\$	-
PD	1043285	NWC	1475 S Pine	\$	80.00	\$	-	\$	=
PD	1060480	Old Castle SW Group	Road Materiels	\$	332.15	\$	-	\$	-
PD	1043430	Prime Time Early Learning Center	Child Care Scholorship	\$	613.00	\$	-	\$	-
PD	1080603	PST Engineering	Safer Sidewalks Project	\$	877.50	\$	-	\$	-
PDCC	1043210	Read AI, Inc	Read Enterprize annual plan	\$	270.00	\$	-	\$	-
PD	1060250	Randy Harris	Reimbursment for balll hitch and moun	\$	119.99	\$	-	\$	-
PD	1060134	Sam's Service	PW Fuel	\$	994.17	\$	-	\$	-
PD	1058310	San Miguel County	Building Inspector	\$	100.00		_	\$	_
PD	1052270	San Miguel Power	1670 Naturita Street	\$	359.88		_	\$	_
PD	1060270	San Miguel Power	Lights & Flashers	\$	579.11		_	\$	_
PD	1043270	San Miguel Power	1130 Lucerne	\$	25.00		_	\$	_
PD	1060270	San Miguel Power	PW Shop	\$	73.77		_	\$	_
PD	1043270	San Miguel Power	1475 S, Pine	\$	83.00	\$	_	\$	_
PD	1043132	United Life Ins	Emp. Life Ins	\$	61.34		6.05	\$	5.19
PD	1043152	Vyanet	Security Services	\$	78.56		78.56	\$	78.56
PD	1043230	Varner Equipment	2024 BT Trailer	\$	10,975.00		70.50	\$	70.50
PD	1060230	Vero/ Brainstorm		\$	38.00		-	\$	-
PD	1060310	West End Wash LLC	Internet at the Shop Washes for PW Vehicles	ъ \$	15.00		-	Φ	=
PD	1000310						11 526 00	φ	7 2 4 9 6 4
	1022210	TG Allocation US Bank	Employee Salaries	\$		Ф	11,536.98	\$	7,348.61
	1022210		Emp. SS & Med Sept 15th	\$	1,201.73				
	1022210	US Bank	Town SS & Med Sept 15th	\$	1,201.73				
	1022220	US Bank	Emp. FWT Sept. 15th	\$	1,611.29	_	000 50	^	F00 17
	1022210	US Bank	Emp. SS & Med Sept. 30th	\$	281.06	\$	882.58	\$	562.17
	1022210	US Bank	Town SS & Med Sept 30th	\$	281.06				
	1022220	US Bank	Emp. FWT Sept. 30th	\$	1,501.26				
			•	\$	93,104.89	•			
PD		RAW WATER San Miguel Power	Water Shack	\$	24.62	\$	-	\$	-
PD		CONSERVATION TRUST Coyote Enterprises LLC	 Porta Potty by Community Gardens		\$129.00	•	_	\$	_
10		Coyote Enterprises LLC	Total only by Community Gardens		ψ123.00	Ψ	-	Ψ	-

DR 8439 (08/12/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

## Application for a Special Events Permit

Depar	tmental	Use Only	
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9/	3/24	12°47	

Liquor Permit N	Numb	er (Do Not Fill Out)			B/3	1/24	6 H
		/ for a Special Events Permit, You of the Following (See back for			rganiz	ation F	Per 44-5-102
O Social	0	Athletic		Philanthropic Institution			
Fraternal	0	Chartered Branch, Lodge or Chapter	0	) Political Candidate			
O Patriotic	0	National Organization or Society	0	) Municipality Owned Arts	Facilitie	es	
O Political	0	Religious Institution	0	) Chamber of Commerce			
LIAB Ty	ype	of Special Event Applicant is A	pply	ying for:			
2110	] M	alt, Vinous And Spirituous Liquor		\$25.00 Per	Day		
2170	] F	ermented Malt Beverage		\$10.00 Per	Day		
LONE CO	ME	Organization or Political Candidate  A FUND LEGACY TRUST (TELLURI Organization or Political Candidate	DE.	THE		s Tax Nu	umber (Required)
Po Box	5	45					
NORWOO	o D	Have Special Event				State	ZIP Code 81 423
	ER	y 1555 SYMMIT ST.				State	ZIP Code
Norwool	) )					CO	81423
Authorized Rep	prese	ntative of Qualifying Organization or Po	olitica	al Candidate			
EMILY Data of Birth	S	ItalgitT DIYY)	F	Phone Number			
			пг		ıı		
Authorized Rep	prese	entative's Mailing Address (if different th	an a	ddress provided in Questi	on 2.)		
PO BO							
City						State	ZIP Code
NORWO	OI					co	81423 Page 1 of 5

### List Below the Exact Date(s) for Which Application is Being Made for Permit

Date		Date	
10/12/24			
From:		From:	To:
5:30 PM	10:00 Pm		
Date		Date	
From; T	0;	From:	To:
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### **Application Information and Checklist**

## The following supporting documents must be attached to this application for a permit to be issued:

	Appropriate fee.
<b>1</b>	Diagram of the area to be licensed (not larger that 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. <b>Note:</b> If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
$\Box$	Copy of deed, lease, or written permission of owner for use of the premises.
1	Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
Y	If not incorporated, a NONPROFIT charter; or
X	If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
	Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
	Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
	State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
	Check payable to the Colorado Department Of Revenue
-	Qualifications for Special Events Permit

#### (44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

## OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

#### CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

#### THE TELLURIDE FOUNDATION

is a

#### Nonprofit Corporation

formed or registered on 08/03/2000 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001151555.

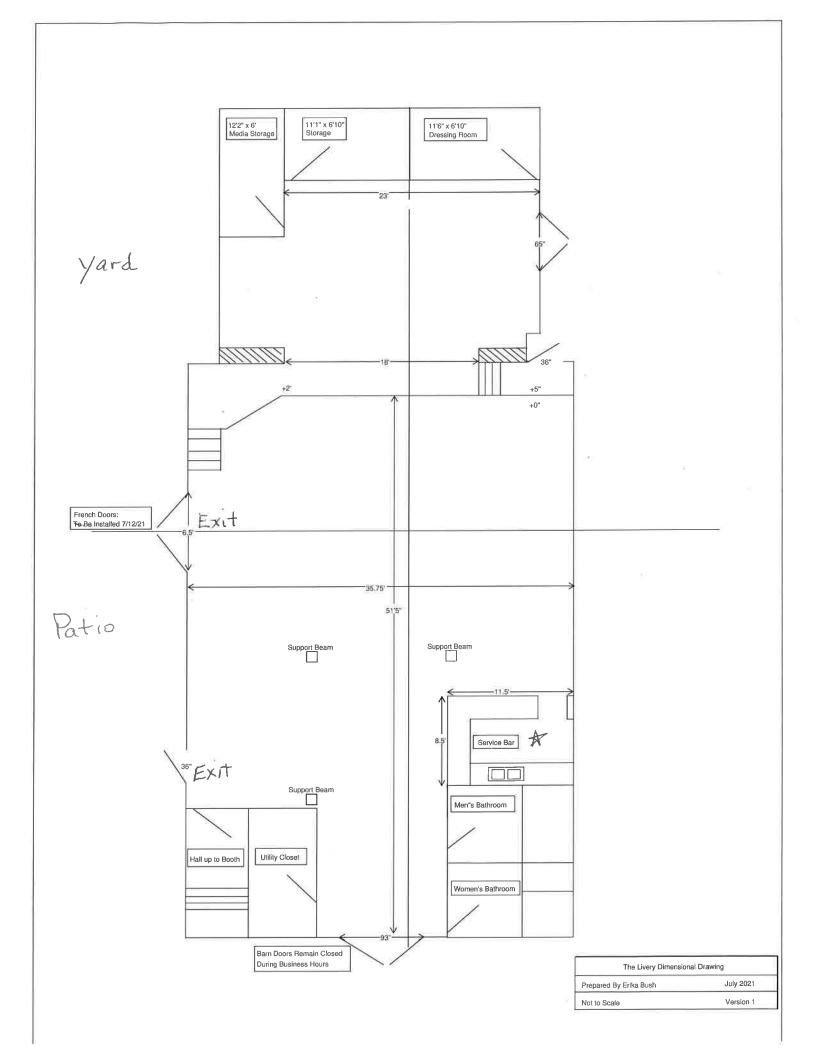
This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/19/2024 that have been posted, and by documents delivered to this office electronically through 08/20/2024 @ 12:38:00.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/20/2024 @ 12:38:00 in accordance with applicable law. This certificate is assigned Confirmation Number 16312192 .



Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov/click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."





#### **Becky Hannigan**

play@norwoodparkandrec.org <norwoodparkandrec@gmail.com> From:

Sent: Wednesday, August 28, 2024 3:18 PM

**Emily Haight** To: Cc: Becky Hannigan

Re: Notification: 10/12/24 Reservation Created for The Livery Subject:

NPRDFacilityPolicyProcedures.pdf; Livery.Drawing.Interior.pdf; Livery Property Alcohol **Attachments:** 

Fence Layout.pdf

Hello Emily and Becky,

Below is the approved reservation for the use of The Livery, Yard, and Oliver House for October 12, 2024. We acknowledge that there will be alcohol served. Attached is the list of policies and regulations for the rental use of the property, including the renters' responsibility to comply with all alcohol-serving requirements & statutes.

Also attached is the floor plan for the building, and perimeter layout for the full Campus/lot with containment fence/rope-and-stanchions.

We look forward to helping with the Harvest Dinner.

Thank you, Liza Tanguay Acting Facilities Coordinator Norwood Park and Recreation District Play@Norwoodparkandrec.org www.norwoodparkandrec.org PO Box 645, Norwood, CO 81423

970-327-0148 (msgs)



On Wed, Mar 6, 2024 at 9:36 AM NPRD <play@norwoodparkandrec.org> wrote:

#### **Reservation Details:**

**User:** Emily Haight

Start: 10/12/2024 @ 9:00 AM (America/Denver) End: 10/13/2024 @ 12:00 PM (America/Denver)

Title: Harvest Celebration Dinner - Lone Cone Legacy Trust

Description: Community event--dinner, auction, dancing, live band - Set up 9am-5:30pm, Event 5:30-

9:00. Tear down Sunday, Oct. 13 9am-12pm

Contact E-mail Address emhaight@aol.com

Contact Phone Number 7087174234

Additional Accessories Not Listed Above Stage lights and sound, Dishes from Oliver House

Food and/or Alcohol Food and Alcohol

Event Type Non-profit Additional Information for Facility Manager

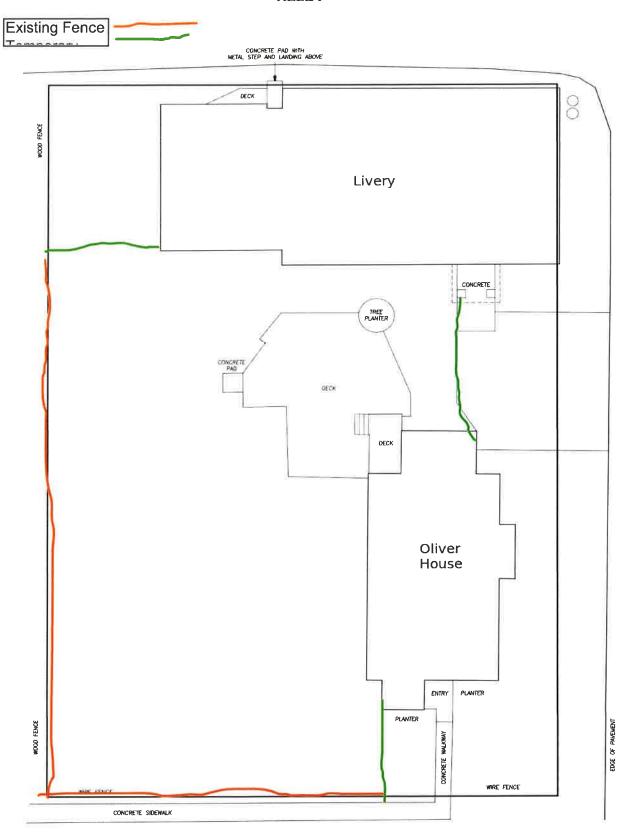
Resource: The Livery

\* At least one of the resources reserved requires approval before usage. Please ensure that this reservation request is approved or rejected. \*

**Reference Number:** 65e89b5f646cd235016365

View this reservation | Log in to Booked

#### ALLEY



SUMMIT STREET

#### Town of Norwood Proclamation

WHEREAS, Domestic violence is a public health issue of epidemic proportions that impacts our community, consumes vast resources, and serves as a form of oppression; and

WHEREAS, Nearly 1 in 3 women and 1 in 4 men have suffered from domestic violence by an intimate partner; and

WHEREAS, 20% of all murders in Colorado are committed by an intimate partner; and

WHEREAS, Domestic violence is not simply a "woman's issue," but a "human" issue affecting men, women, children, families, and communities of all ages, races, religions, and income levels; and

WHEREAS, All community members can and should work together to end relationship violence because domestic violence is prevalent in every community, even small ones, and has devastating consequences that can last a lifetime and cross generations.

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

#### **Domestic Violence Awareness Month**

During Domestic Violence Awareness Month, we urge every member of our community to be part of the solution today and every day. Support and believe survivors. Educate yourself and others. Model non-violent and respectful behavior through your everyday actions. Speak up about abuse. At the San Miguel Resource Center, we envision an equitable community in which every person has the right and the ability to be safe, respected, empowered and free from oppression, violence and the fear of violence, and we hope you join us in our work to make this vision a reality.

MAYOR_	 	 	
DATE			

September 16, 2024

To the Board of Trustees and Management Town of Norwood, Colorado P.O. Box 528 Norwood, Colorado 81423

We are pleased to confirm our understanding of the services we are to provide the Town of Norwood, Colorado for the year ended December 31, 2023.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Norwood, Colorado as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Norwood, Colorado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Norwood, Colorado's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison information for major governmental funds

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Norwood, Colorado's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Budgetary comparison information for non-major governmental funds
- 2) Budgetary comparison information for enterprise funds
- 3) Local highway finance report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

#### Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Norwood, Colorado's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months

if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Other Services**

We will also assist in preparing the financial statements of the Town of Norwood, Colorado in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Blair and Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or their designees. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Blair and Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies or their designees. The regulatory agencies or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Pete Blair is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$11,750. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

#### Reporting

We will issue a written report upon completion of our audit of the Town of Norwood, Colorado's financial statements. Our report will be addressed to the board of trustees of the Town of Norwood, Colorado. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town of Norwood, Colorado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Blair and Associates, P.C.

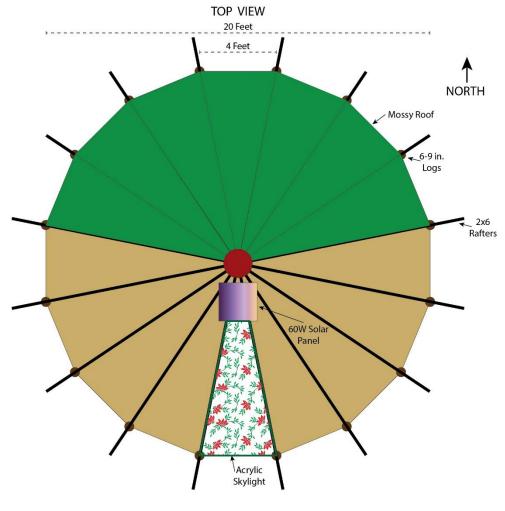
RESPONSE:	
This letter correctly sets forth the understanding of the Town	n of Norwood, Colorado.
Management signature:	Governance signature:
Title: Town Clerk	Title: Mayor
Date: 9 19 2024	Date: 9 19 24

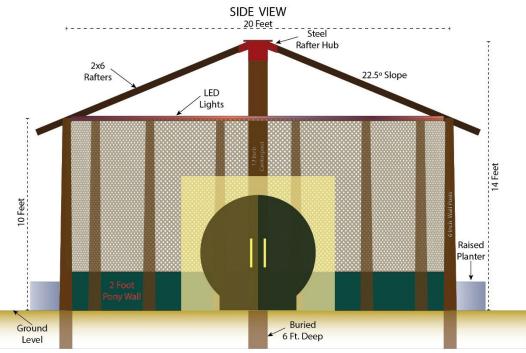
#### Youth sculpture details as of 9/30/24

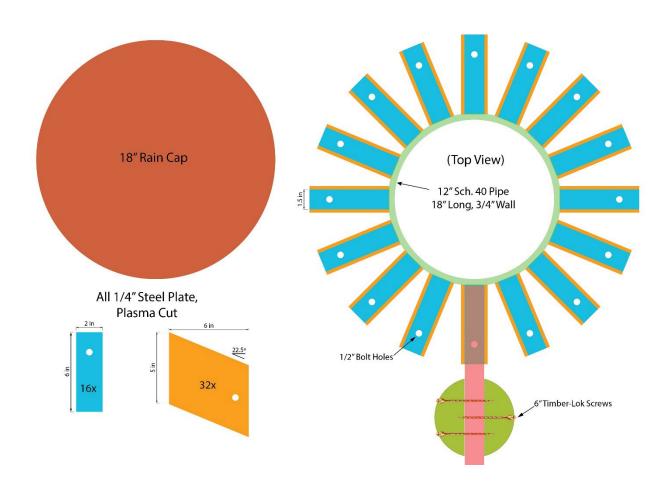
Concept has changed to a Hogan with Native American and southwestern influences. It will be ADA compliant with egress and ingress for adults and a fun tunnel entrance for kids Roof: Acrylic mosaic with a live roof/moss-like right up against the acrylic Outside will vining plants that will grow up the walls. Plastic lattice on outside to facilitate upward vine growth and be low maintenance Stone around base
Size is 20 x 20 feet x 14 ft tall

Each panel will be a different design by individual students
Inside will have seating, a table, games, checkerboard etc
Chest with locking mechanism to hold battery bank for lights inside and outside

Will be 20ft from the ditch







Norwood Community Garden

Southwest Institute for Resilience

leilafli@yahoo.com, 510-205-4550

Dear Norwood Town Hall,

On behalf of the Norwood Community Garden Committee, we'd like to express our support for the intention and direction of the Rocky Mountain Arts Youth sculpture project. The project has been proposed for the Norwood Park space located next to the Community Garden at the end of North Mesa St. We have spoken with Erin, the Executive Director and Co-Founder of the organization, and believe they are working closely with the youth participants to ensure their creativity and input are a priority during the entire process. Erin also expressed a desire to work with the Town of Norwood and the Garden Committee to ensure the art project is functional and will add a meaningful, aesthetic, and culturally representative touch to the park space for the Norwood community. We understand the project is just in preliminary phases but think overall the park could use more interactive attributes for parents and children; in which we have seen a distinctive rise in use over the years by families.

We love the idea of this being youth-led and art-focused. As some of you may know, we host an Art in the Garden event annually in August and try to bring the community together for a celebration of art and the outdoors. This project would accompany our event very well. Please know, we would like to be involved in the planning process, as welcomed by the Town of Norwood Board and Staff. Thank you kindly.

Marilyn Allen, Yvette Henson, Jennifer Weed, and Leila Seraphin

9/30/24

#### Town of Norwood

Town of Norwood, San Miguel County, Colorado

Resolution No 1009 Series: 2024

#### A RESOLUTION SUPPORTING NORWOOD PUBLIC SCHOOLS 5B BOND PROPOSAL

WHEREAS, Norwood Public School District (NPS) has performed above average in almost all cohort student groups; and

**WHEREAS**, NPS standardized college readiness and entrance tests exceeded expectations. Moreover, NPS has been Accredited with Distinction two years in a row; and

WHEREAS, NPS will commit funds necessary to build or remodel a safe and secure environment to promote greater opportunities for learning, growth, and community engagement; and

WHEREAS, with their bond request of ten million dollars (\$10,000,000), local taxpayers would only need to cover 14.32% of the total project cost for the buildings. If awarded the Building Excellent Schools Today ("BEST") grant, would pick up just over 85% of the total cost of the project;

WHEREAS, if the BEST grant is not secured this year, taxes will be deferred until the BEST grant is secured in any subsequent year. However, if the bond does not pass this year, the bonding capacity will continue to increase;

WHEREAS, approval of the \$10 million bond would cost taxpayers \$101.83 annually per \$100,000 of home value and \$424 annually for each \$100,000 of business value. Of additional value is the knowledge that oil and gas interests and holders of vacant land will pay approximately 47% of the tax bill, helping to reduce the burden on local homeowners and business people;

WHEREAS, schools are important in communities for sustainability because they can promote environmental awareness, encourage sustainable practices, develop critical thinking skills, nurture environmental stewardship, empower community leaders, and foster community engagement;

WHEREAS, schools are essential for community sustainability as they are the main point where families and children interact and learn from each other, to become even better members of society and future leaders;

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

• The Norwood Board of Trustees supports Norwood Public Schools 5B Bond Proposal as an investment in the community's vitality.

RESOLUTION NO. 1009 SERIES 2024 INTRODUCED, ADOPTED AND RESOLVED THIS 9<sup>h</sup> DAY OF OCTOBER 2024.

	TOWN OF NORWOOD	
	Mayor	
ATTEST:		
Town Clerk		

#### Town of Norwood

Town of Norwood, San Miguel County, Colorado

Resolution No 1010 Series: 2024

## A RESOLUTION IN SUPPORT OF THE WEST END SUSTAINABILITY PLAN AND ITS GOALS, TO CREATE A UNIFIED VISION FOR THE FUTURE OF THE WEST END COMMUNITIES

**WHEREAS**, the communities of the West End, including the Towns of Nucla, Naturita, and Norwood, recognize the need for a collaborative, region-wide approach to manage growth, enhance prosperity, and protect the unique characteristics that define each community; and

**WHEREAS,** the West End Economic Development Corporation (WEEDC), in partnership with Community Builders, has initiated the West End Sustainability Plan, a regional vision plan that brings together these communities to create a shared roadmap for the future; and

**WHEREAS**, the West End Sustainability Plan aims to articulate a unified vision that provides clear guidance for addressing growth pressures while allowing for diverse solutions in the three distinct Towns; and

**WHEREAS**, the process goals of the West End Sustainability Plan are as follows:

- 1. To ensure a community-led planning process that builds local trust and increases engagement across community groups, including those who have not typically been as involved in past planning efforts; and
- 2. To bridge community divisions by identifying shared West End values; and
- 3. To increase the capacity of existing West End leaders and also identify and add to the ranks of future community leaders and champions; and
- 4. To increase regional efficiencies and foster cross-Town collaboration, enhancing the ability of West End communities to work together on shared challenges and opportunities; and
- 5. To result in a practical, living document that serves as a guiding framework—an umbrella for future plans and a North Star for the next generation of West End leaders;

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

- 6. **Support for the West End Sustainability Plan:** The Town of Norwood supports the West End Sustainability Plan and its mission to create a unified regional vision for the future of the West End communities.
- 7. **Commitment to the West End Sustainability Plan's Process Goals:** The Town of Norwood endorses the above listed process goals.
- 8. **Encouragement of Community Participation:** The Town of Norwood encourages all residents, organizations, and community groups within the West End to actively participate in the planning process to ensure the West End Sustainability Plan reflects the values and aspirations of the entire community.
- 9. **Partnership and Collaboration:** The Town of Norwood commits to working in partnership with other West End communities, WEEDC, Community Builders, and all stakeholders to achieve the shared goals outlined in the West End Sustainability Plan.

### RESOLUTION NO. 1010 SERIES 2024 INTRODUCED, ADOPTED AND RESOLVED THIS $9^{th}$ DAY OF OCTOBER 2024.

	TOWN OF NORWOOD	
	Mayor	
ATTEST:		
Town Clerk		

Dear Town of Norwood Staff, Mayor Meehan, and Board of Trustees,

Please find this letter as my formal resignation from my position as a member of the Norwood Board of Trustees. Effective immediately. I have been contemplating this decision for a while now and I feel that now is the time that I should step down. The reasons for my resignation are as follows:

- I am involved in other community boards and programs that I feel I should put more focus to.
- I will likely be coaching high school basketball in Nucla from November to March so I would miss multiple meetings.
- The extra meetings and stress the last few months that have resulted from the Town Trustee
   Meetings has had a negative impact on my family.
- We are hoping to build a house on our subdivided land in the spring and once moved in, we will be outside of the town limits which would disqualify me from being a trustee anyways.
- At this time, I don't think that I provide anything of value to what the town is currently dealing with.

On top of those reasons, I would like to mention my general frustration with my time on the board as a whole. I joined the board to help figure out the land use code, the building department, and possibly getting Norwood set up as a home rule community. None of that happened though. In my opinion, we accomplished nothing of value for our town since I was added to the board and it wasn't because of the lack of eagerness or expertise. We could have accomplished things of value. However, any positive gains that we made were ruined by the fiasco that has taken place in the last number of months. Even though there has been mediation and efforts to fix things, I personally do not have confidence that people will stay in their respective lanes and trust others to do their jobs. And as frustrating as it is because I love this community, I honestly have no interest in being associated with a board that is unnecessarily at odds with the town staff or a board that takes actions to disrupt or diminish the town staff's ability to be effective. I would also like to mention my overall disappointment regarding quite a few small decisions (the most recent being the letter to the county about the solar farms) that we as a board made. I wish we as a board would have stepped up and been more decisive and quick to act but we were routinely shut down by the mayor because she seemed to have more information than the rest of us that ended up not really being of benefit. I have every reason to believe that those decisions will continue to happen and that is disappointing.

Town Staff: Thank you for all that you do. You continue to work harder than any of us board members and you should be commended regularly for your hard work. The staff is more important to the town and community than any of us as trustees and I would hope that the other board members agree. I would hope that personal or board decisions aren't made that would cause us to lose members of our staff because the whole community will suffer even more than it already has.

I am grateful for the opportunity to be on the board and to learn how the town (should) operate. I am disappointed that it came to this but hopefully the rest of you can right the ship and get things back to where they need to be. If anyone wants to talk, feel free to reach out. See you around.

Sincerely,

Morgan Rummel, PE



## EMPOWERING YOUR BUSINESS

SERVICE REVIEW



Prepared by:

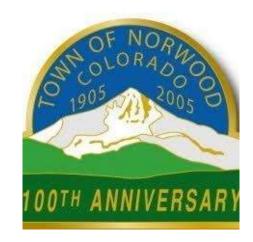
**Dominic De Marco | HCM Consultant** 

ddemarco@dominionpayroll.com | 575.574.2327

dominionpayroll.com



Prepared for:



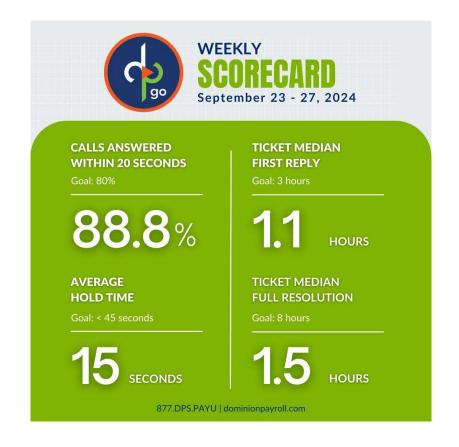




# BUILT ON VALUES. SUCCEEDING WITH SERVICE.

#### Built on Service:

- No Voicemail Policy
- > 80% of calls answer in 20 sec. or less
- Email tickets solved in 8 hrs.





## Human Capital Management for: **Town of Norwood** (8 Employees, Bi-Weekly)

Accruals and Absences	\$0.00
Base Charge	\$50.00
Delivery - Live Check	\$0.00
Electronic Transmittal	\$6.00
Employee Pays	\$16.00
(\$2.00 Per EE)	
GL - Reporting	\$10.00
Offboarding	\$0.00
(\$0.00 Per EE)	
Onboarding	\$8.00
(\$1.00 Per EE)	
Time - iSolved	\$12.00
(\$2.00 Per EE)	

Total Costs Per Payroll	\$102.00
Implementation Fees*: Implementation - Payroll	\$250.00
Periodic Fees:	
Forms - W-2 - Base Fee	\$50.00
Forms - W-2 - Per EE	\$7.00
New Hire Reporting	\$3.00
Tax - Quarterly Filing	\$40.00
Third Party Payments/Garnishments	\$3.00
Additional Fees:	
The Work Number	\$0.00



Dominic De Marco | HCM Sales Consultant

ddemarco@dominionpayroll.com | 970-762-2615

dominionpayroll.com

1022 Main Ave #6, Durango, CO 81302

#### Town of Norwood

Town of Norwood, San Miguel County, Colorado

#### Resolution No 0214 Series: 2024

A RESOLUTION REGARDING AGENDA PREPARATION AND MEETING PACKETS

WHEREAS, The Town of Norwood ("Town") Board of Trustees ("Board"), is a municipal corporation duly organized and operating as a statutory town under the Constitution and laws of the State of Colorado; and

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

AGENDA ITEMS - All reports, communications, ordinances, resolutions, contracts, documents or other matters to be submitted to the Board of Trustees for a meeting or requested as an agenda item from parties other than Town employees shall be delivered to the Town Clerk or designee by 3 p.m. on the Thursday before the date and time set for the meeting, or said materials or the matter to which they pertain may not be placed on the meeting agenda or included in the meeting packet, at the Town Manager's discretion.

All presentations as an agenda item from parties other than Town employees shall be limited to a 15-minute time limit or limited at the Town Manager's discretion.

**PUBLIC INPUT** - Public input and observation are an important part of the democratic process. Trustees should make the public feel welcome and should refrain from showing any sign of partiality, prejudice, or disrespect toward an individual participating in or attending a public forum. Members of town council should be fair and impartial in listening to public testimony. The Town Board of Trustees will accept any written comments on agenda items or a general written comment if they include the name and address of the sender. Public comments will be limited to 3 minutes during in person board meeting.

Public comments to be included in the town council's packets will be sent to the town clerk no later than 3 p.m. on the Thursday before the meeting.

- If there are comments that need to be addressed after packets are provided, any correspondence received by the town clerk by 5:00 p.m. on the Tuesday before a public hearing will be disseminated to town council via email.
- Any documents received after 5 p.m. Tuesday will not be sent via email. Any documents received on the day of the meeting and after 5 p.m. on Tuesday will be copied and provided to town council at the Wednesday night meeting.

**ADOPTED** at the regular meeting of the Board of Trustees of the Town Trustees held February 14, 2024. This resolution shall be added to the Municipal Board of Trustees Code of Conduct.

TOWN OF NORWOOD

Mayor

Town Clerk



Office of the Director 690 Kipling Street, Suite 3000 Lakewood, CO 80215

August 28, 2024

Electronic Response: Meehan@norwoodtown.com

Dear Ms. Meehan:

The Colorado Bureau of Investigation (CBI) received your request pursuant to the Colorado Open Records Act (CORA), C.R.S. 24-72-201, et seq., and/or the Colorado Criminal Justice Records Act (CCJRA), C.R.S. 24-73-301, et seq., on August 27, 2024, for an unredacted copy of the District Attorney's Declination Letter from the case 2024-0398.

After conducting a thorough review of our available records, it has been determined that no criminal charges were filed as a result of the investigation. Given the absence of charges, the CBI has authorized the provision of an unredacted copy of the District Attorney's Declination Letter. While this action deviates from our standard operating procedures, we are providing this information in acknowledgement of the authorization granted and the waiver of privacy made through your legal representative.

If you have any questions or concerns, please direct inquiries to <a href="mailto:cdps\_cbi\_cora@state.co.us">cdps\_cbi\_cora@state.co.us</a>.

Sincerely,

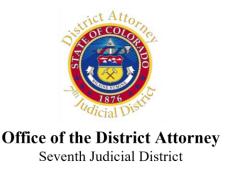
On behalf of:

Chris Schaefer, Director

Colorado Bureau of Investigation

# SETH D. RYAN District Attorney

Jessica Waggoner
Assistant District Attorney



San Miguel Office 305 W. Colorado Ave. P.O. Box 1068 Telluride, CO 81435 Phone: (970) 728-4381 Email: mail@co7da.org

www.co7da.org

To: Agent Benjamin Russell, Colorado Bureau of Investigation

From: Seth D. Ryan, District Attorney

Date: August 26, 2024

Re: Candy Meehan, CBI # 2024-0398 – Declination Letter

Agent Russell,

Based on our briefing on August 14, 2024, and after review of the investigation reports generated in this case, the People decline to file charges against Candy Meehan. Based on the evidence provided, the prosecution does not believe that there is probable cause to establish that the funds used for legal services were outside the scope of her duties as mayor.

Sincerely,

Seth D. Ryan District Attorney 7<sup>th</sup> Judicial District Tami St. Germain 636 Gurley Drive Norwood, Colorado 81423 970/708-8600

October 4, 2024

#### To: Town of Norwood, Board of Trustees,

I'm taking time to write to share my experience working with Mayor Candy Meehan as part of the Wright's Mesa/Norwood effort to provide guidance and comment to the San Miguel County Planning and Zoning Commission and the Board of County Commissioners regarding drafting regulations and land use codes for solar development projects.

Ms. Meehan has been involved and active as a leader and participant since May of 2023, when OneEnergy Renewables, LLC, introduced a proposal for a utility-scale solar facility to be constructed on the School Board tract southeast of town. I wholeheartedly attest that Ms. Meehan has worked selflessly and tirelessly to ensure that the community of Norwood and Wright's Mesa were given full consideration during the drafting of the solar regs.

Ms. Meehan has worked ceaselessly to invite, organize, and recruit community members and subject matter experts, so that the process was focused, constructive and inclusive. From that group, the Protect Wright's Mesa Community Coalition (PWMCC) formed. Mayor Meehan worked with PWMCC members to compile and organize a 300+ page impact statement that provided a comprehensive picture of the cultural and natural resources at stake here on Wright's Mesa. That Impact Statement, an integral submission to the P&Z records, included a compilation of professional papers on natural resources (wildlife, water, dark skies); Town comments regarding potential effects to water, fire, housing and public resources; professional letters regarding the psychological effects from loss of community identity; and numerous personal statements from community members who live in Norwood and on the Mesa.

Candy Meehan has worked ceaselessly to maintain the PWMCC momentum towards the goal of protecting the community and resources of Wright's Mesa. For more than a year through the entire process of drafting the County Solar Regulations, Ms. Meehan has remained steadfast in her vision and involvement. Ms. Meehan has written letters as a citizen and has also authored letters as Mayor of Norwood. She has hosted meetings to provide space for PWMCC members to brainstorm, always encouraging PWMCC members to remain active and voice their opinions to the P&Z and BOCC, so that the community of Wright's Mesa remains protected from large-scale development.

Thank you for your time and consideration. I respectfully submit this letter for submission into the Public Record for the Board of Trustees, October 9, 2024, meeting.

Kindest Regards,

Tami St. Germain

Tami St. Germain

Resident, Wright's Mesa (2022-present); Member, Protect Wright's Mesa Community Coalition; Professional, Wildlife Biologist and Environmental Consultant (1990-present)

# FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF NORWOOD, COLORADO, SAN MIGUEL COUNTY, COLORADO AND THE SAN MIGUEL COUNTY SHERIFF FOR PEACEKEEPING SERVICES

THIS FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ("First Amendment") is entered into by and between the TOWN OF NORWOOD, COLORADO, by and through its Town Board of Trustees (the "Town"), and the COUNTY OF SAN MIGUEL, COLORADO, by and through its Board of County Commissioners (the "County") and the SAN MIGUEL COUNTY SHERIFF (the "Sheriff").

#### WITNESSETH:

**WHEREAS**, pursuant to C.R.S. 29-1-201, and 30-11-410 the County and the Town have the authority to enter into an Intergovernmental Agreement to provide services from one entity to the other; and

**WHEREAS**, the Sheriff, Undersheriff, and Sheriff's Deputies are authorized to provide law enforcement services across all portions of the County of San Miguel; and

**WHEREAS**, the Town is a statutory town located within the County and desires increased peacekeeping services within its boundaries; and

**WHEREAS**, the County and the Sheriff are willing to provide increased peacekeeping services within the Town boundaries; and

**WHEREAS**, the Parties had previously entered into an Intergovernmental Agreement for Peacekeeping/Law Enforcement services on July 20, 2022 ("Agreement"); and

**WHEREAS**, the Parties agreed to amendments to the Agreement on December 13, 2023, with the execution of the First Addendum to the Intergovernmental Agreement for Peacekeeping/Law Enforcement Services ("First Addendum"); and

**WHEREAS**, the Parties desire to rescind the Agreement and First Addendum and replace it in its entirety with this First Amendment and Restated Intergovernmental Agreement Between the Town of Norwood, Colorado, San Miguel County, Colorado, and the San Miguel County Sheriff for Peacekeeping Services

**NOW, THEREFORE**, in consideration of the covenants specified herein, the parties hereto agree as follows:

#### A. Responsibilities of the Sheriff

1. The Sheriff shall perform Peacekeeping Services within the Town boundaries. "Peacekeeping Services or Services" shall include the preservation of the peace and the upholding of the Colorado Revised Statutes, specifically including C.R.S. Title 18 (criminal code) and Title 42 (traffic code). These services shall include, without limitation, the investigation of crimes, the execution of criminal arrests and other warrants as directed by a court of law, and animal control or the impounding of animals when deemed "dangerous" in violation of C.R.S. 18-9-204.5. Services shall also include responding to calls for peacekeeping or the suppression of criminal activity from residents of the Town.

- 2. The Sheriff shall have no obligation under this First Amendment to enforce Town municipal ordinances, building codes, zoning codes, fire codes, plumbing codes, electrical codes, animal control ordinances, junk ordinances, or other land use code violations.
- 3. The Sheriff will use either the San Miguel Combined Court or the Norwood Municipal Court, as appropriate under the specific circumstance of the violation and the jurisdiction of the court, where the prosecution of violators who commit offenses in the Town is required.
- 4. The Sheriff agrees to incorporate and include the Town with deputy work schedule coverage, including, at a minimum and at any given time, assigning at least one deputy to Norwood, Region 4. The Sheriff's Office agrees to provide sufficient coverage for the Town so that no lapse in service occurs. Professional standards will be followed by the Sheriff in the recruiting, training, and supervision of all Deputy Sheriffs. Notwithstanding the foregoing, nothing in this First Amendment shall indicate that the Sheriff will ensure that a deputy will always be present within the Norwood town boundaries while on duty.
- 5. The Sheriff agrees that maintaining traffic safety in the Town is an important function of Sheriff's Deputies, especially during times when commuter traffic and school children are walking or driving in the Town. The Sheriff will stress that traffic warnings are an effective method of controlling driving behavior except when repeated, reckless, or intoxicated violations occur.
- 6. Pay for and provide a heated and enclosed kennel to be located at the Norwood Fire Cache or Norwood Search and Rescue locker located within the San Miguel County District 2 Road and Bridge Shop grounds, 39595 Highway 145, Norwood, Colorado 81423.
- 7. Pay for and provide adequate food and water for Impounded Dog.
- 8. <u>Dog impounded when NCEO is on duty:</u> A deputy shall contact the Norwood Code Enforcement Officer (NCEO) to arrange for the exchange of the dog within the Norwood Region or at the location of the kennel as soon as practicable.
- 9. <u>Dog impounded when NCEO is not on duty:</u> A deputy shall transport the animal to the kennel, provide the animal with its initial food and water, and notify the NCEO within thirty (30) minutes of the impound.

#### **B.** Responsibilities of the Town

- 1. All communication from the Town regarding Services will be directed through the Town Administrator or the Mayor to the Sheriff or Undersheriff of the Sheriff's Office. The Sheriff or a supervisor will respond as soon as possible to an inquiry made by the Town Administrator regarding an incident occurring in the Town, a request for special services, or a review of services.
- 2. The Town agrees that the Sheriff, at their discretion, will determine the priority of calls for service and which laws will be considered necessary to enforce to maintain the peace and tranquility in the Town.
- 3. The cost to the Town for this service will be based on \$106,000 per year (\$8,833.00 per month or approximately \$290.41 per day). The County shall be responsible for, and will not charge the Town for, additional fees related to dispatch, record management, evidence management, sex offender registration, emergency radios, vehicle and associated maintenance, yearly state-mandated

training schools and costs, supervision, field training, on-call time, overtime, vacation, sick leave, worker's injury, workers' compensation coverage and insurance, retirement benefits, necessary equipment, uniforms, liability insurance and/or body cameras and redaction.

- 4. The Town agrees to pay the County <u>\$26,500 per quarter</u>, to be paid within thirty (30) days of the end of the quarter. Payments shall be made to the County Finance Department, PO Box 486, 1120 Summit Street, Norwood, CO 81423.
- 5. The NCEO shall respond to deputies promptly when on duty to take custody and control of the Impounded Dog as soon as practicable.
- 6. The Town is responsible for all follow up care for the Impounded Dog to include, but not limited to:
  - i. additional feeding;
  - ii. locating an owner or owner designee to release the dog; and/or
  - iii. transporting the dog to the Telluride Animal Hospital, care of Dr. Steven Smolen, or Second Chance Humane Society in Ridgway, Colorado.
- 7. The Town shall ensure the kennel is clean and well maintained.

#### C. Party Acknowledgments

- 1. The parties recognize and agree that the demand for specific calls outside of the Town boundaries will require deputies' response that may result in reduced coverage within the Town. The parties specifically understand and agree that if an emergency in the area arises, the deputies may respond to wherever the emergency exists.
- 2. The parties understand and agree that the deputies will at all times remain San Miguel County Sheriff's Deputies under the direction control and supervision of the Sheriff's Office and shall not be subject to direction or supervision by any member of the staff or administration of the Town. The Town shall have no responsibility or right of supervision over any Deputy who may be patrolling within the Town boundaries.
- 3. The parties further agree that the Deputies serving the Town will maintain an office at the San Miguel Sheriff's Office Annex in Norwood, and will keep on file all reports and processes, in electronic format in a records management system, generated inside the Town. Upon written request of the Town Administrator, the Sheriff will within ten days provide information on all written tickets, warnings summons, case reports, and arrests, to include the name of Deputies involved as allowed by law through the current record request process. Notwithstanding and in addition to the above, the Sheriff shall, without the need for a written request from the Town, provide the Town with a monthly written report of all calls for service located within the Town.
- 4. If any duties within the contract are not performed, the Town Administrator, with town board approval, will provide written notice to the Sheriff as to nonperformance of duties in which the sheriff has thirty (30) days to respond. If the Town deems the Sheriff's response to be unacceptable, the Town may then provide a written ninety (90) day notice of termination of the contract.

- 5. This First Amendment, and payments and other monetary obligations of the Town hereunder, shall not be construed as creating a multiple-fiscal year debt or other financial obligation of the Town within the meaning of Section 20(4)(b) of Article X of the Constitution of Colorado. If renewed by agreement of the parties for a period in excess of one fiscal year, this First Amendment shall not obligate the Town, directly or indirectly, to make any payments or meet any other monetary obligations required herein, beyond such payments or obligations as are appropriated for any fiscal year in which this First Amendment is in effect. In the event the Town fails to budget and appropriate, on or before December 31st of each year, funds sufficient to pay all monetary obligations due for the ensuing year, this First Amendment shall terminate effective December 31st of the year in which the Town did budget and appropriate sufficient funds to meet its obligation hereunder.
- 6. The County and the Sheriff hereby acknowledge, understand, and agree that this First Amendment shall not be construed such that the County or the Sheriff is an "assigning jurisdiction" and/or whereby the Town would be a "requesting jurisdiction", and/or that the duties imposed upon and accepted by the County and the Sheriff hereunder are "temporary duties" all according to C.R.S. § 29-5-108, and in that connection, the County and the Sheriff hereby acknowledge, understand and agree that to the extent permitted by federal and state law, the County and/or the Sheriff shall be liable for the acts or omissions of its respective officers, employees, and other personnel, as well as any liability that accrues under the provisions of article 10 of title 24, on account of the negligent or otherwise tortious act of the County, Sheriff or deputy sheriff while performing the duties under this First Amended. Nothing herein shall be deemed a waiver of any provision of the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 et seq.) or any other law applicable law, including without limitation any notice requirements, defenses, immunities, and limitations of liability that the Parties and their respective officers and employees may have under such law(s).
- 7. The parties acknowledge that the Sheriff is interested in leasing that certain newer patrol vehicle owned by the Town for the remainder of 2022, and subsequently purchasing such vehicle and other equipment from the Town Marshal's department. The parties agree to cooperate in executing a separate agreement and other appropriate instruments for any such lease and/or purchase.
- **D.** <u>Term.</u> The Term of this First Amendment shall commence **January 1, 2025**, and expire on **December 31, 2026**, or until otherwise terminated. This First Amendment will automatically renew for successive one (1) year terms commencing on January 1, of each successive year of this First Amendmentunless modified by mutual agreement. Should this First Amendment automatically renew as set forth herein, the cost to the Town for these services shall be increased by eight percent (8%) from the previous year and shall be paid according to the provisions of section B. 3. & 4. above.
- **E.** <u>Termination.</u> This First Amendment may be terminated by either party after Notice is provided ninety (90) days prior to the effective termination date and is subject to any funds being owed to the County or refunded to the Town.
- **F.** <u>Notice</u> Notice under this First Amendment shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during the normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage prepaid, three (3) business

days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery when received. Notice shall be given to the parties at the following addresses:

#### TOWN OF NORWOOD

SAN MIGUEL COUNTY SHERIFF

Mayor PO Box 528 1670 Naturita St Norwood, CO 81423 meehan@norwoodtown.com Sheriff 684 CR 63L Telluride, CO 81435 sheriff@sanmiguelsheriff.org

**With a copy to:** San Miguel County Attorney's Office P.O. Box 1170

333 West Colorado Avenue Telluride, CO 81435

attorney@sanmiguelcountyco.gov

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts. The parties agree that: (a) any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; (b) any such notice or communication shall be considered to have the same binding and legal effect as an original document, and; (c) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form.

#### G. Miscellaneous

- 1. Assignability. Neither Party shall assign its rights or delegate its obligations under this First Amendment without the other Party's prior written consent.
- 2. Severability. Should a court of competent jurisdiction determine that any provision or term of this First Amendment be legally void or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this First Amendment, which shall remain in full force and effect.
- 3. Officials Not to Benefit. No elected or employed member of the County or the Town shall be paid or receive, directly or indirectly, any share or part of this First Amendment or any benefit that may arise therefrom.
- 4. Conflict of Interest. No party shall knowingly perform any act that would conflict in any manner with the performance of services under this First Amendment. Each party certifies that it is not engaged in any current project or business transaction, directly or indirectly, and that it does not have any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of services.
- 5. Records Retention. The Parties shall, to the extent required by law, maintain all records, including working papers, notes, and financial records, and make them available for inspection and audit which may be required for any purpose authorized by law.
- 6. Entire Agreement. This First Amendment, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this agreement, and any prior or contemporaneous provision, term, condition, promise,

representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this First Amendment mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this First Amendment. In the event of a conflict between an exhibit to this First Amendment, if any, and the body of this agreement, the Agreement will govern the resolution of the conflict.

7. Execution by Counterparts; Electronic Signatures. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq.

[signatures on next page]

, 2024.	have hereunto set their signatures on this day
ATTEST:	TOWN OF NORWOOD STATE OF COLORADO
, Town Clerk	BY:Candy A. Meehan, Mayor
ATTEST:	COUNTY OF SAN MIGUEL STATE OF COLORADO
Carmen Warfield, Deputy Clerk to the Board	BY: Lance Waring, Chair Board of County Commissioners
	SHERIFF SAN MIGUEL COUNTY STATE OF COLORADO
	William S. Masters, Sheriff
Approved as to form:	
San Miguel County Attorney	

**Phone:** 970-327-4288 - **Fax:** 970-327-0451; <u>www.norwoodtown.com</u>

#### TOWN CLERK – OCTOBER 2024 BOARD OF TRUSTEES REPORT

#### > LICENSING

<u>Business Licenses</u>: All new business licenses have been issued and we will start working on businesses we know do not have valid and up to date licenses.

**Special Construction Permits**: Over the last 60 days, 1 new and 0 renewed licenses were issued.

<u>Liquor Licenses:</u> Over the last 60 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..

• Lone Cone Legacy Trust, a fund of Telluride Foundation, has a special event liquor license in your packet for approval.

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 60 days, 4 new applications have been filed and 1 issued.

- New fire wall in Hallelujah Building issued
- We are waiting to schedule a Pre-App Conference with the planner for:
- o A new home on South Pine Street
- We are have completed PreApp Conference for the following:
- Subdivide/Replatt for possible purchase of property
- Small Scale Subdivision

#### > **DOCUMENTATION**

CORA Requests: The Town has received 8 (eight) CORA requests over the last 60 days.

- Findings of Protest Hearing
- Meeting Recording Requests
- Attorney and Mediation Invoices
- CRS 24-72-205(6) now increased the maximum research and retrieval fee from \$33.58 to \$41.37 as of July 1, 2024. This will need a CORA Request Policy change



**Phone:** 970-327-4288 - **Fax:** 970-327-0451; <u>www.norwoodtown.com</u>

#### > TRAININGS, Meetings and FYI

- West End Facade Grant Program Closed Multiple businesses in Town of Norwood requested and were approved. This is a 50/50 reimbursement grant.
- ADA Accessibility Still working on making documents ADA accessible including board documents and public facing documents and website. This is going to be a long process but making progress.
- Senior Meals and Evergreen Boxes Evergreen Boxes for Seniors can still be picked up at Town Hall. Staff and Fresh Foundation are looking at possible partnership to continue Senior Meals.
- Reconciliations Working on buttoning up reconciliation so we can complete our 2023 audit.

#### > GRANTS

- CDOT GRANT Design and Engineering is almost complete. Starting to work on getting reimbursement from DOLA. Plan to be in construction summer 2025. Looking for gap grant funding to complete project due to increase in construction costs, however the Town had budgeted for additional costs within the 2024 budget.
- Safe Sidewalks for All Planning to apply for gap funding for Summit-CDOT Grant.
   We will need a letter of support from the Town Board/Mayor.
- CDOT Pocket Park Grant Submitted the CDOT Revitalizing Mainstreet Grant for pocket park. Consists of \$20k in in-kind contribution and \$242,591k ask from CDOT.
   THIS WAS APPROVED!!!!!!
- Lone Cone Legacy Trust APPROVED for \$1000 match to help with Town Park Funding Project
- **GOCO** Applying to design and construction (Approx \$800k) for Town Park with Pocket Park and CDOT Grant as well as LCLT Funding to count as match contribution. Norwood School houses are planning on doing a fundraiser to help with financial contributions to Town Park Project © They will also help with playground design.
- Telluride Foundation Applied for match funding for Town Park Project

#### > UPDATES SINCE COMING BACK TO WORK

- When time, looking at Town Manager email but keeping up with mine has been hard enough.
- We have not got a quote on additional security cameras behind the desk
- Continued Monday morning Admin check ins.
- Engaged Blair and Associates for 2023 audit. Patti has come in and help with Water and Sewer Reconciliation since that hasn't been done since she left. I have a couple months left to

**Phone:** 970-327-4288 - **Fax:** 970-327-0451; <u>www.norwoodtown.com</u>

reconcile for the Town of Norwood. All going smoothly but water and sewer reconciliation has been messy but we are working through it.

#### **KEY DATES:**

- October 8 SMC District 3 Candidate Forum (Lone Cone Library)
- October 12 E-Waste Event (San Miguel Fairgrounds)
- October 15 Norwood Ballot Measure Forum (Lone Cone Library) 6-7pm
- October 29 West End Sustainability Kick Off Meeting (TBD)

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

Amanda Pierce, Town Clerk

# KOTO News Election Coverage

# VOTE

# Off the Record Schedule

**October 1:** Statewide Ballot Measures

October 8: SMC District 3 Candidate Forum\*

October 15: Norwood Ballot Measures Forum\*

October 22: Spanish Election Program

October 29: County Ballot Measures &

**District 1 Candidate Anne Brown** 

**November 5: ELECTION NIGHT!!** 

\*Hosted live at the Lone Cone Library in Norwood



		CURRENT	3.5% COL	BUDGET	TON	NWC	%	NSD	%	
Public Works	\$	91,983.63	\$ 95,200.00	\$ 99,840.00	\$ 39,944.00	\$ 34,944.00	35%	\$ 29,952.00	30%	4 more certifications (48)
Admin Director	\$	75,000.00	\$ 77,625.00	\$ 85,000.00	\$ 85,000.00					
Town Clerk	\$	58,240.00	\$ 60,278.00	\$ 60,278.00	\$ 60,278.00					
Deputy Clerk	\$	47,840.00	\$ 49,514.40	\$ 54,080.00	\$ 54,080.00					COL
Utility Clerk	\$	41,600.00	\$ 43,056.00	\$ 43,056.00		\$ 21,528.00	50%	\$ 21,528.00	50%	COL
PW1-A	\$	45,760.00	\$ 49,362.00	\$ 56,667.00	\$ 28,333.50	\$ 14,166.75	25%	\$ 14,166.75	25%	\$1/hr +COL+1 cert (2k OC & 60OT)
PW2-E	\$	52,748.80	\$ 54,595.00	\$ 61,000.00		\$ 30,500.00	50%	\$ 30,500.00	50%	COL and 1 cert (2k OC & 60OT)
PW3-C	\$	47,840.00	\$ 49,515.00	\$ 58,820.00		\$ 58,820.00	100%			\$1/hr +COL+cert (2k OC & 60OT)
Cleaner	\$	4,000.00	\$ -	\$ 6,000.00	\$ 6,000.00					\$23/hr/5 week
	•			\$ 524,741.00	\$ 273,635.50	\$ 159,958.75		\$ 96,146.75		

	CEBT	TON	NWC	NSD	CEBT (+13%)
Public Works	\$ 900.00	\$ 315.00	\$ 315.00	\$ 270.00	
Admin Director	\$ 900.00	\$ 900.00			Low 763 -920
Town Clerk	\$ 900.00	\$ 900.00			Eye 7-26
Deputy Clerk	\$ 900.00	\$ 900.00			Dental 40-136
Utility Clerk	\$ 900.00		\$ 450.00	\$ 450.00	
PW1-A	\$ 900.00	\$ 450.00	\$ 225.00	\$ 225.00	
PW2-E	\$ 900.00		\$ 450.00	\$ 450.00	
PW3-C	\$ 900.00		\$ 900.00		
Cleaner					
		\$ 3,465.00	\$ 2,340.00	\$ 1,395.00	]

R	etirement	TON	NWC	NSD
\$	3,000.00	\$ 1,050.00	\$ 1,050.00	\$ 900.00
\$	3,000.00	\$ 3,000.00		
\$	3,000.00	\$ 3,000.00		
\$	3,000.00	\$ 3,000.00		
\$	3,000.00		\$ 1,500.00	\$ 1,500.00
\$	3,000.00	\$ 1,500.00	\$ 750.00	\$ 750.00
\$	3,000.00		\$ 1,500.00	\$ 1,500.00
\$	3,000.00		\$ 3,000.00	
	•	\$ 11,550.00	\$ 7,800.00	\$ 4,650.00

#### AFLAC

\$ 4,800.00	24- <b>45</b> /mon at 8 Employees
\$ 5,000.00	20-120/mont 8 Employees

W		T		S	
\$	958.21	\$	441.64	\$	159.16
\$	812.04	\$	803.92	\$	227.37
\$	157.54	\$	445.00	\$	51.97
\$	1,786.49	\$	483.00	\$	40.60
\$	722.71	\$	804.41		
\$	2,736.57	\$	69.96		
\$	8,104.47	\$	2,174.67		
\$	1,936.43	\$	1,936.43	\$	1,936.43
\$	1,267.37	\$	1,267.37	\$	1,267.37
\$	18,481.83	\$	8,426.40	\$	3,682.90

#### **October 2024 - Mayors Report**

#### Correspondences:

- 1. Continuing emails regarding the possible proposal and application of a solar farm project
- 2. BOCC Solar Letter
- 3. BLM Solar Letter
- 4. Letter from CBI and 7<sup>th</sup> Judicial District to be put into public record

#### Meetings:

- 1. CML Executive Board Meeting
- 2. PWMCC Update
- 3. CAFI Meeting
- 4. WMWC Meeting with BHI
- 5. SMWCD Meeting and call for Board Applications
- 6. Club 20 Meeting
- 7. SWBRT Nothing to report
- 8. BOCC Regular Meetings
- 9. WES Community Meeting

#### Education:

1. 2024 CML - Ongoing Training

#### Requests for Administration:

- 1. 2024 Parks Planning Conceptual Design Project Update
- 2. 2024 Schedule for BRECC (Master Planning, Capitol Improvement and Strategic Planning)
- 3. 2024 Home Rule Planning Request a scheduled presentation for consideration
- 4. 2024 Building Department on hold
- 5. 2024 IGA Update
- 6. Quarterly Community Meetings with Stakeholders
- 7. Schedule standing work sessions for 1st Tuesday of every month
- 8. Schedule TON Board Training

#### Candy A Meehan

Mayor