



Town Hall 551 Hot Springs Blvd
Pagosa Springs, CO 81147

AGENDA

Town Council Meeting
Tuesday, February 4, 2025 @ 5:00 PM

1. REMOTE PARTICIPATION

A Zoom link is made available, however, the Town does not and cannot guarantee internet service or online broadcasting. Remote attendance is at the risk of the attendee as the public meeting will continue in person regardless of the Town's broadcast capability.

Join Zoom Meeting By Computer - <https://zoom.us/j/87221391373>

Dial by Phone - 1-669-900-6833 US - Meeting ID: 872 2139 1373

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. DISCLOSURES AND/OR CONFLICT OF INTEREST

V. PUBLIC COMMENT

VI. CONSENT AGENDA

1. Approval of the January 21, 2025 Meeting Minutes

[Town Council - 21 Jan 2025 - Minutes - Pdf](#)

2. Resolution 2025-02, Appointing Justin P. Fay as Assistant Municipal Court Judge and Approval of Employment Agreement

[Agenda Brief - Resolution 2025-02, Appointing Justin P. Fay as Assistant Municipal Court Judge and Approval of Employment Agreement - Pdf](#)

3. Resolution 2025-03, Appointing Diane E. Knutson as Assistant Municipal Court Judge and Approval of Employment Agreement

[Agenda Brief - Resolution 2025-03, Appointing Diane E. Knutson as Assistant Municipal Court Judge and Approval of Employment Agreement - Pdf](#)

4. Resolution 2025-04, Appointing Clayton Buchner as Municipal Court Prosecutor and Approval of Employment Agreement

[Agenda Brief - Resolution 2025-04, Appointing Clayton Buchner as Municipal Court Prosecutor and Approval of Employment Agreement - Pdf](#)

VII. NEW BUSINESS

1. Zero-Emissions Mobility Plan Partnership

[Agenda Brief - Zero-Emissions Mobility Plan Partnership - Pdf](#)

VIII. PUBLIC COMMENT

IX. UPCOMING COUNCIL MEETINGS

- February 18, 2025: Regular Council Meeting
- February 25, 2025: Joint Town/County Work Session
- March 4, 2025: Regular Council Meeting
- March 18, 2025: Regular Council Meeting

- X. MAYOR, COUNCIL, TOWN MANAGER COMMENTS/UPCOMING AGENDA ITEMS
- XI. ADJOURNMENT

Shari Pierce
Mayor



Town Hall 551 Hot Springs Blvd
Pagosa Springs, CO 81147

MINUTES

Town Council Meeting
January 21, 2025 @ 5:00 PM

A regular meeting of the Pagosa Town Council was called to order on January 21, 2025, at 5:00 PM in the Town Hall 551 Hot Springs Blvd.

COUNCIL PRESENT:

Mayor Pierce, Council Member Bergon, Council Member deGraaf, Council Member DeGuise, Council Member Lindner, Council Member Martinez, and Council Member Williams

COUNCIL ABSENT:

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. DISCLOSURES AND/OR CONFLICT OF INTEREST – Council Member Martinez said he is a member of the LPEA round up committee.

V. PUBLIC COMMENT – Mr. Eddie Archuleta said immigrants are moving in and bringing crime and violence. He said there should be diagonal parking on Lewis Street during church. Council Member Martinez said the emergency vehicles cannot get through with diagonal parking. There are temporary signs for Sunday services and funerals.

Ms. Sienna Hunter said she is the director at Wings ECE. She said they have used the Town's funding to increase childcare slots by 33 including 8 infant slots. She said 80% of their families receive tuition subsidies.

VI. CONSENT AGENDA

- 1. Approval of the January 7, 2025 Meeting Minutes**
- 2. Quarterly Investment Report**
- 3. CDC 4th Quarter Report and Invoice Request**

Council Member Lindner moved to approve the consent agenda,
Council Member deGraaf seconded.

Carried.

VII. REPORTS TO COUNCIL

- 1. Sales Tax Brief**
- a. Sales Tax Report - November 2024**

Sales tax for November received in January was up 3.1% or \$43,098 over November of 2023. Council Member deGraaf asked if 3% growth is sustainable. Town Manager Harris said the sales tax is keeping up with inflation.

VIII. PRESENTATIONS

- 1. Introduction of Chris Hansen, Chief Executive Officer of La Plata Electric Association**

Town Council
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Mr. Chris Hansen now serves as the Chief Executive Officer of La Plata Electric Association (LPEA), a cooperative utility based in Durango, Colorado. Mr. Hansen said LPEA is working on reducing fire risk by clearing vegetation and using drones for line inspections. Council Member deGraaf said he would appreciate the council being aware of mitigation done in the area or if opportunities for undergrounding lines are available. Council Member Williams said he would like energy audits for the Town's facilities. Council Member Martinez said the LPEA roundup funds are used for local support and more folks need to know about the roundup option. Mayor Pierce said she would like infrastructure mapping that LPEA could share with the Town. Mr. Hansen said he is happy to provide GIS files to show vintage lines. He said he is excited to see the community grow and stay ahead of the curve to provide service when customers are ready. He said new equipment is taking almost 2 years to receive and working together to get lead time is critical. Mayor Pierce said she would like to look at solar panels at the Trujillo site to offset the Town's electric costs. Mr. Hansen said he is happy to assist the Town in looking into the possibility of solar panels at that location. Council Member Williams said he would like to see a rate structure that assists with low-income customers. Mr. Hansen said they have a program to assist with low-income customers.

2. Pagosa Springs Community Development Corp Update

Ms. Emily Lashbrooke, CDC Director, provided information on the business forum results. She said the business forum brought many ideas from the business community. She said finding activities for shoulder season would assist the businesses. She said the community would like to understand the current infrastructure needs for the Town and County. She said a desperate need for housing came up several times during the business forum. She said the housing coordinator will be looking at rental assistance options. Council Member Martinez said he is on a committee that helps with rent and mortgage assistance to community members. Council Member Lindner said the ECE funding is based on new slots and underserved members. Ms. Lashbrooke said she is working with Build Pagosa to get the workforce housing center built and provide a location for training, but getting rid of the barriers for students to attend the training is another question.

Ms. Lashbrooke said the housing needs assessment should be completed at the end of February. The \$2 million infrastructure at Chris Mountain II is being installed and should be completed in August. She said the ten houses at Trails are closing at the end of January. These are at 100% AMI and below. The Phase II application has moved forward and the CDC will be working with the state for this next phase if awarded. Council Member Lindner said everyone needs to talk about these affordable houses. He said they are great quality and well-built. Council Member Williams said CDC has done a great job to keep the price down and BWD has done a great job on keeping on schedule. Ms. Lashbrooke said dealing with the State Housing Department with funding and grants, deed restrictions, and working with the holding fees for PAWSD was difficult. She said the permitting process went very smoothly. Council Member Lindner said the margins are very slim with this building project and he said this would not have happened without Ms. Lashbrooke and her dedication and ability to be nimble. Mr. Jeff Sams, Housing Coordinator, said he is working to get buyers and struggling with the high interest rates. He said he is working with developers and finding rental programs.

IX. NEW BUSINESS

1. Resolution 2025-01, Supporting the Submittal of a RAISE Grant Application for the Completion of the Town-to-Lakes Commuter Trail and Local Road Network Connectivity

The U.S. Department of Transportation (DOT), Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant application originally submitted in November has been revised to request up to \$20.5 million (originally \$17 million) towards funding the TTPL trail project. This is a no-match grant. The Town Council is very supportive of this project.

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Council Member deGraaf moved to approve Resolution 2025-01, supporting the submittal of a RAISE grant application for the completion of the town to lakes commuter trail and local road network connectivity,
Council Member Lindner seconded.

Carried.

2. Discussion and Information Regarding Metropolitan Districts

The Town's attorney, Robert Cole, shared information on Metro Districts and considerations for developing a policy for Metro Districts. There are currently no metro districts in town limits. He said metro districts are used to fund development infrastructure. Metro districts are a form of local government and can get bonds for infrastructure that are paid back by property tax, however, if development is not acquired there can be challenges with paying the bond payments. The Town can create a policy for a metro district and put in place restrictions for the district. The district would be formed by election of the voters who own property within the district. Mr. Cole provided a list of limitations that can be put into the metro district policy. He said the restrictions are up to the Town Council to determine what is best for the Town.

Council Member Martinez said the Town needs to do strategic work before moving forward with consideration of a metro district policy. Council Member Williams said there is a chance of losing control. Council Member deGraaf said he finds it hard to understand the complexities and said this is similar to the URA that is not doing anything. Council Member Bergon said she needs more time to explore the nuances, but she thinks they could be a tool in the town's toolbox. Mayor Pierce said the council isn't ready to discuss until after the planning sessions in March.

X. EXECUTIVE SESSION

- 1. Executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice from counsel about pending water rights applications**
- 2. Executive Session pursuant to § 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice regarding trespass onto Town property**

Council Member Lindner moved move to enter into executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice from counsel about pending water rights applications and for the purpose of receiving legal advice regarding trespassing onto Town property, Council Member deGraaf seconded.

Carried.

Council left the regular session at 7:20 to go into executive session at 7:30 pm. Mayor Pierce called the meeting back in regular session at 8:28 pm.

- XI. PUBLIC COMMENT –** Mr. Bill Hudson said the planning commission could handle looking into the policies of a metro district.
- XII. MAYOR, COUNCIL, TOWN MANAGER COMMENTS/UPCOMING AGENDA ITEMS –** Council Member Lindner said he was glad Emily Lashbrooke was here tonight to share the CDC's goings-on. Town Manager Harris said a joint Town and County meeting will be February 25th. February 19 and 20th for the strategic plan interviews, with the strategic plan session scheduled end of March or early April.
- XIII. UPCOMING COUNCIL MEETINGS –**
 - February 4, 2025: Regular Council Meeting
 - February 18, 2025: Regular Council Meeting
 - March 4, 2025: Regular Council Meeting
 - March 18, 2025: Regular Council Meeting

Town Council
January 21, 2025

XIV. ADJOURNMENT – Mayor Pierce adjourned the meeting at 8:32 pm.

Shari Pierce
Mayor



AGENDA BRIEF

MEETING: Town Council - 04 Feb 2025

FROM: David Harris, Town Manager

PROJECT:	Resolution 2025-02, Appointing Justin P. Fay as Assistant Municipal Court Judge and Approval of Employment Agreement
ACTION:	Council discussion and possible action

PURPOSE/BACKGROUND:

The Town may have one or more Assistant Judges, also known as Judge Pro Tem or Substitute Judge, to assist the Municipal Court. An Assistant Judge fills in as-needed due to a temporary vacancy in the Judge position due to vacation, sickness, or conflict of interest. Judge Fay currently serves in this capacity as an independent contractor by Resolution 2023-02.

Per C.R.S 13-10-107, assistant judges are to receive an annual salary paid on a monthly or other periodic basis. Transitioning Judge Fay to a salaried position under an employment agreement complies with current law. This resolution will appoint Judge Fay as an Assistant Municipal Judge for the Town of Pagosa Springs under an employment agreement with a 4-year term.

ATTACHMENTS:

[emp_agr_assistantjudge - fay](#)
[Res 2025-02 Asst. Judge Appointment - Fay](#)

FISCAL IMPACT:

Expenses are annual budgeted item. Cost is \$5,293.60 per annum less necessary or agreed upon withholding for state and federal taxes, and other deductions, as applicable

RECOMMENDATIONS:

1. Move to Approve Resolution 2025-02, Appointing Justin P. Fay as Assistant Municipal Court Judge for the Town of Pagosa Springs, Colorado and Authorize the Town to Enter into an Employment Agreement with Justin Fay as Assistant Municipal Court Judge.
2. Move to Deny Approval of Resolution 2025-02 and direct staff in other alternatives.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 21st day of January, 2025, by and between the TOWN OF PAGOSA SPRINGS (the "Town"), a home-rule municipal corporation organized pursuant to Article XX of the Colorado Constitution and the Town's Home Rule Charter effective November 2003, and Justin P. Fay, Pagosa Springs, Colorado 81147 ("Employee") (collectively, the "Parties"). This Agreement supersedes any prior employment agreements, written or verbal.

WITNESSETH

WHEREAS, the Town Council of the Town of Pagosa Springs ("Council") has, pursuant to Article 10 of Title 13 of the Colorado Revised Statutes, Section 6.3 of the Pagosa Springs Home Charter ("Charter"), and Chapter 10 of the Pagosa Springs Municipal Code provided for the operation of a municipal court and the appointment of an assistant municipal judge ("Assistant Municipal Court Judge"); and

WHEREAS, pursuant to Resolution No. 2025-02, the Council appointed Employee to preside an Assistant Municipal Court Judge; and

WHEREAS, the Town desires to set forth the terms of Employee's employment as an Assistant Municipal Court Judge through this Agreement, to make provisions for certain benefits, to establish certain conditions of employment and to set working conditions therefore; and

WHEREAS, the Employee desires to accept the appointment as Assistant Municipal Court Judge pursuant to the terms of this Agreement.

THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the Town and Employee agree as follows:

1. Job Responsibilities. The Employee shall be employed as an Assistant Municipal Court Judge of the Town of Pagosa Springs to perform the functions and duties specified in Exhibit A, attached hereto and incorporated herein, in the Town of Pagosa Springs Municipal Code and the Town's Home Rule Charter, as may be amended from time to time, and to perform such other duties, functions and obligations as are legally permissible and proper for the office of Assistant Municipal Court Judge.

2. Term. Subject to the annual budget of the Town and the appropriation of funds related to the Assistant Municipal Court Judge's duties hereunder, the term of this Agreement shall be for a period of four (4) years, commencing on February 4, 2025 and ending on February 3, 2029, unless sooner terminated as hereinafter provided. This Agreement may be extended at the end of the initial term for an additional term of four (4) years through Resolution, upon mutual agreement of the Parties, unless sooner terminated.

3. Outside Activities. Employment as the Assistant Municipal Court Judge is not considered as Employee's sole and exclusive employment. Employee may engage in outside employment that does not create a conflict with Employee's position as an Assistant Municipal Court Judge.

4. Compensation. As a base annual salary (excluding employer-provided benefits), the Town agrees to pay the Employee for the services herein described the sum of \$5,293.60 per annum, payable in near-equal installments on the second payday of the month, less necessary or agreed upon withholding for state and federal taxes, and other deductions, as applicable.

5. Leave. Under the provisions of this Agreement, the Employee shall not receive Personal Time Off (PTO), Holiday benefits, or any other paid leave benefits.

6. Additional Employee Benefits. The Town additionally agrees to budget for and/or reimburse the Employee for the following additional items:

a. Health Insurance. The Employee is not eligible to participate in the Town's health plans.

b. Life Insurance. The Employee is not eligible to participate in the Town's life insurance plan.

c. General Business Expenses. In addition, the Town shall reimburse the Employee for actually incurred and documented general business expenses, to the extent funds are budgeted by the Town Council, including the following:

i. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations customarily enjoyed by municipal court judges, including Colorado Municipal Judge Association (CMJA).

ii. Reasonable and necessary travel and subsistence and duly budgeted on an annual basis by Town Council, to attend professional and official meetings, events, and occasions to continue the professional development of the Employee, customarily attended by municipal court judges for which the Employee or the Town is a member.

7. Retirement Benefits. The Employee is not eligible to participate in the Town's 401(a) defined contribution plan.

8. Deferred Compensation Plan. The Employee shall have the option of directing any portion of his compensation as permitted by law into the Town-sponsored 457 Deferred Compensation Plan.

9. Mileage. With the exception of Item 6.c.ii above, the Employee will not receive any reimbursement for mileage.

10. Performance Evaluation. The Council may perform an annual performance review and evaluation of the Employee at the Council's first regular meeting in December. The evaluation process shall provide opportunity for the Council members to prepare written evaluations of the Employee's performance, the Parties to meet and discuss the evaluations and goals, and the Town to prepare a written summary of the evaluation results to be delivered to the Employee.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, the Employee understands and agrees that he is employed and appointed by the Council. The Town may terminate this Agreement upon vote of a majority of the members of the Council for cause, in accordance with the Town's

Municipal Code and Home Rule Charter and the terms of its Agreement. Any provisions as to job performance, termination of employment for cause, or hearings for such termination as provided in the personnel policies which apply to the employees of the Town shall not apply to the Employee.

a. Termination For Cause. Any vote of a majority of the members of the Council to terminate the Employee for cause shall be, effective immediately upon written notice to the Employee. If Employee provides the Council with a written request within five (5) days of the date of termination, the Employee will be permitted to address the allegations against him in an open meeting with the Council within fifteen (15) days after receipt of Employee's challenge. To the extent permitted by state law, the session may be closed to the public by agreement of the Council and the Employee. At the close of the session, the Council may, by a majority of its members, decide to terminate or retain the Employee. In the event the Employee is terminated, the termination for cause shall be final. For purposes of this Agreement, "cause" shall be defined as including any of the following acts of the Employee:

- i. Employee is found guilty of a felony or any other crime involving moral turpitude;
- ii. Employee has a disability, which is or likely to become permanent, that interferes with the performance of judicial duties;
- iii. Employee is unable to perform, or neglects to perform, his duties as set forth in this Agreement and the attached Exhibit A which is incorporated herein by reference;
- iv. Employee engages in any misconduct or fails to perform any duties set forth in this Agreement and the attached Exhibit B which is incorporated herein by reference; and
- v. Employee is habitually intemperate.

b. Resignation. The Employee may voluntarily resign his employment with the Town upon at least thirty (30) days advance written notice; provided, however, that the Town may require the Employee to discontinue his employment sooner than the full thirty days in the interest of the Town. Voluntary resignation shall be without entitlement to severance benefits.

12. Miscellaneous.

a. Entire Agreement/Merger/Severability. This Agreement constitutes the entire agreement of the Parties and a complete merger of prior negotiations and agreements. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. The court shall also have the authority to reform such unenforceable or void provision, so as to render the provision enforceable.

b. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Neither Party shall have a right to assign this Agreement, or enforce any other change, deletion, or addition or amendment, except as such assignment, or change, or amendment is agreed to in writing by both Parties.

c. Date of Signatures not Effective Date. Notwithstanding the date this Agreement is actually signed by any Party this Agreement is intended to and shall be effective as of October 20, 2022.

IN WITNESS WHEREOF, the TOWN OF PAGOSA SPRINGS has caused this Agreement to be signed and executed on its behalf by the Mayor of the Town Council and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

TOWN OF PAGOSA SPRINGS

By:

Shari Pierce, Mayor

Attest:

April Hessman, Town Clerk

EMPLOYEE

By:

Justin P. Fay

EXHIBIT A

Job Description and Duties Assistant Municipal Court Judge of the Town of Pagosa Springs

Essential Functions and Duties

The following duties are essential functions and duties of the Assistant Municipal Court Judge. This list is not intended to be exhaustive. Other duties may be required and assigned.

- Conducts trials, hearings and arraignments of all cases of those accused individuals before the court to answer charges made against them by complaint; presides over proceedings and maintains order of proceedings before the court; rules on admissibility of evidence; applies local, state and federal law in decision-making and case determination; and communicates rulings to all parties involved in the case.
- Conducts bond forfeiture hearings; hears all evidence and testimony presented; makes determinations and decisions based on expertise, experience, and law.
- Prepares court orders for individual cases in order to document decisions and recommendations; reviews for accuracy and legality; enters documents into Court record.
- Communicates with Court personnel, attorneys and prosecutors regarding information contained in dockets; approves settlement agreements and deferred prosecution agreements submitted between the prosecutor and a defendant.
- Effectively communicates with the court staff, law enforcement officers, Town attorneys, and other organizations as necessary to receive information regarding problems and/or concerns; provides recommendations for improvements and/or changes.
- Research case law, legal updates, ordinances, procedural and evidentiary rules, opinions, Town and state code books, legislative materials, and various other legal materials; keeps apprised of changes in law, procedures, and rulings; uses information gained through research to assist in making determinations for cases in Municipal Court.
- Reviews affidavits for search warrants and approves search warrants returnable to Municipal Court.
- Attends legal seminars, conventions, and conferences to keep apprised of changes in legislation and updates in municipal, state, and federal laws, local ordinances; provides feedback to court personnel as needed; utilizes information gained to make case determinations.
- Reviews Court records and documents to ensure they are correct and properly processed.
- Meets with Town Council as requested.
- Develops and maintains cooperative and courteous relationships with Town staff, judicial entities, law enforcement agencies, and the public.
- Recommends policies and procedures that guide and support the provision of quality services by the Court.
- Incorporates continuous quality improvement principles in day-to-day activities.
- Must accomplish the essential functions of the job, with or without reasonable accommodations, in a timely manner.
- Must regularly attend scheduled municipal court dates.
- Must complete mandatory, annual judicial education requirements.
- Must be able to maintain good interpersonal relationships with Town staff.
- Performs other related duties as required.

Minimum Requirements to Perform Essential Job Functions and Duties.

- **PHYSICAL REQUIREMENTS:** Must be able to operate a variety of automated office equipment including computer, printer, copy and facsimile machines, calculators, typewriters, and shredding equipment. Physical demand requirements are at levels of those for sedentary work.
- **DATA COMPREHENSION:** Requires the ability to compare and/or judge the readily observable functional, structural, or compositional characteristics (whether similar to or divergent from obvious standards) of data, people, or things which may include legal, statistical, and financial data.
- **INTERPERSONAL COMMUNICATION:** Requires the ability to speak with and/or signal people to convey or exchange legal, administrative, or financial information, including giving/receiving assignments and/or directions to/from co-workers, assistants, managers, or supervisors as well as communicating with judicial agencies, law enforcement personnel, and the general public.
- **LANGUAGE ABILITY:** Requires the ability to read a variety of legal, statistical, and administrative documentation, directions, instructions, and methods and procedures. Requires the ability to write job related documentation and reports with proper format, punctuation, spelling, and grammar, using all parts of speech. Requires the ability to speak with and before others with poise, voice control, and confidence using correct English and well-modulated voice.
- **INTELLIGENCE:** Requires the ability to learn and understand relatively basic legal and administrative principles and techniques, to understand departmental policies and procedures, to make independent judgments in absence of supervision, and to acquire and be able to expound on knowledge of topics related to primary occupation.
- **VERBAL APTITUDE:** Requires the ability to record and deliver information, to explain procedures, and to follow verbal and written instructions.
- **NUMERICAL APTITUDE:** Requires the ability to add and subtract, multiply and divide, calculate decimals and percentages, interpret charts, graphs and statistical data; utilize mathematical formulas.
- **FORM/SPATIAL APTITUDE:** Requires the ability to visually inspect items for proper length, width, and shape using job related equipment which may include automated office equipment including computers, printers, copy and facsimile machines, calculators, typewriters, and shredding equipment.
- **MOTOR COORDINATION:** Requires the ability to coordinate hands and eyes in using automated office equipment.
- **MANUAL DEXTERITY:** Requires the ability to handle a variety of items, automated office equipment, control knobs, switches, etc. Must have the ability to use one hand for twisting motion or turning motion while coordinating other hand with different activities. Must have minimal levels of eye/hand/foot coordination.
- **COLOR DIFFERENTIATION:** May require the ability to discern color.

- **INTERPERSONAL TEMPERAMENT:** Requires the ability to deal with and relate to people beyond giving and receiving instructions. Must be able to adapt to and perform under minimal stress when confronted with an emergency.
- **PHYSICAL COMMUNICATION:** Requires the ability to talk, express, or exchange ideas by means of spoken words and/or hear and perceive nature of sounds by ear.

EXHIBIT B

Performance Failures Constituting Cause For Termination

The following shall constitute cause for termination of the Employment Agreement between the Town of Pagosa Springs and the Employee:

1. Misconduct or inattention to the Employee's duties and responsibilities.
2. Engaging in any of the following forms of misconduct: theft of Town property or funds; illegal gambling on Town's premises; or dishonesty, including, without limitation, falsifying any document prepared in anticipation of, in connection with or as a result of the Employee's employment by Town.
3. Any failure to follow the laws of the State of Colorado and the County of Archuleta, as those laws apply directly to the office of Municipal Court Judge, or failure to follow any law or ordinance of the Town of Pagosa Springs as those laws or ordinances apply to the person or the office of the Municipal Court Judge.
4. Without the consent or approval of the Town Council, any failure to attend two or more sessions of Municipal Court in a row, other than for weather-related or emergency reasons, or failure to designate and ensure attendance by an appropriate designee for the same period of time.
5. Any material violation of the Personnel Handbook of the Town of Pagosa Springs, which is not inconsistent with the independence of the judiciary including but not limited to, abuse or misuse of Town property, or abuse or misuse of drugs or alcohol leading to an impairment of the function of Municipal Court Judge.
6. Failure to maintain a valid license to practice law in Colorado and to remain a member in good standing of the State Bar of Colorado. Failure to remain in good standing shall include any formal discipline or suspension from the practice of law in Colorado.



TOWN OF PAGOSA SPRINGS, COLORADO

RESOLUTION NO. 2025-02

A RESOLUTION APPOINTING THE ASSISTANT MUNICIPAL JUDGE FOR THE TOWN OF PAGOSA SPRINGS, COLORADO

WHEREAS, the Town Council of the Town of Pagosa Springs ("Council") has, pursuant to Article 10 of Title 13 of the Colorado Revised Statutes, Section 6.3 of the Pagosa Springs Home Rule Charter ("Charter"), and Chapter 10 of the Municipal Code provided for the operation of a municipal court and the appointment of an assistant municipal judge; and

WHEREAS, the Council wishes to appoint the assistant municipal judge for a four-year term to transact the business of the court.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Pagosa Springs, Colorado, as follows:

SECTION 1 – Appointment of Assistant Judge. Justin P. Fay is hereby appointed as the Assistant Judge of the Pagosa Springs Municipal Court for a four-year term, effective upon adoption of this Resolution, subject to the terms of the mutually executed Employment Agreement.

SECTION 2 – Severability. If any part or provision of this Resolution is judged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Council's intention that the various provisions hereof are severable.

SECTION 3 – Conflicting Acts. All acts, orders, and resolutions, or parts thereof, of the Council, which are inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

SECTION 4 – Effective Date. This Resolution, shall be effective immediately upon its passage, and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

ADOPTED THIS ____ DAY OF _____, 2025, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, BY A VOTE OF __ IN FAVOR, __ AGAINST.

TOWN OF PAGOSA SPRINGS, COLORADO

Shari Pierce, Mayor

ATTEST:

April Hessman, Town Clerk



AGENDA BRIEF

MEETING: Town Council - 04 Feb 2025

FROM: David Harris, Town Manager

PROJECT:	Resolution 2025-03, Appointing Diane E. Knutson as Assistant Municipal Court Judge and Approval of Employment Agreement
ACTION:	Council discussion and possible action

PURPOSE/BACKGROUND:

The Town may have one or more Assistant Judges, also known as Judge Pro Tem or Substitute Judge, to assist the Municipal Court. An Assistant Judge fills in as-needed due to a temporary vacancy in the Judge position due to vacation, sickness, or conflict of interest. Judge Knutson serves in this capacity as an independent contractor by Resolution 2022-25.

Per C.R.S 13-10-107, assistant judges are to receive an annual salary paid on a monthly or other periodic basis. Transitioning Judge Knutson to a salaried position under an employment agreement complies with current law. This resolution will appoint Judge Knutson as an Assistant Municipal Judge for the Town of Pagosa Springs under an employment agreement with a 4-year term.

ATTACHMENTS:

[emp_agr_assistantjudge - knutson](#)

[Res 2025-03 Asst. Judge Appointment - Knutson](#)

FISCAL IMPACT:

Expenses are annual budgeted item. Cost is \$5,293.60 per annum less necessary or agreed upon withholding for state and federal taxes, and other deductions, as applicable

RECOMMENDATIONS:

1. Move to Approve Resolution 2025-03, Appointing Diane E. Knutson as Assistant Municipal Court Judge for the Town of Pagosa Springs, Colorado and Authorize the Town to Enter into an Employment Agreement with Diane E. Knutson as Assistant Municipal Court Judge.
2. Move to Deny Approval of Resolution 2025-03 and direct staff in other alternatives.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 4th day of February, 2025, by and between the TOWN OF PAGOSA SPRINGS (the "Town"), a home-rule municipal corporation organized pursuant to Article XX of the Colorado Constitution and the Town's Home Rule Charter effective November 2003, and Diane E. Knutson, Lincoln City, Oregon 97367 ("Employee") (collectively, the "Parties"). This Agreement supersedes any prior employment agreements, written or verbal.

WITNESSETH

WHEREAS, the Town Council of the Town of Pagosa Springs ("Council") has, pursuant to Article 10 of Title 13 of the Colorado Revised Statutes, Section 6.3 of the Pagosa Springs Home Charter ("Charter"), and Chapter 10 of the Pagosa Springs Municipal Code provided for the operation of a municipal court and the appointment of an assistant municipal judge ("Assistant Municipal Court Judge"); and

WHEREAS, pursuant to Resolution No. 2025-03, the Council appointed Employee to preside an Assistant Municipal Court Judge; and

WHEREAS, the Town desires to set forth the terms of Employee's employment as an Assistant Municipal Court Judge through this Agreement, to make provisions for certain benefits, to establish certain conditions of employment and to set working conditions therefore; and

WHEREAS, the Employee desires to accept the appointment as Assistant Municipal Court Judge pursuant to the terms of this Agreement.

THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the Town and Employee agree as follows:

1. Job Responsibilities. The Employee shall be employed as an Assistant Municipal Court Judge of the Town of Pagosa Springs to perform the functions and duties specified in Exhibit A, attached hereto and incorporated herein, in the Town of Pagosa Springs Municipal Code and the Town's Home Rule Charter, as may be amended from time to time, and to perform such other duties, functions and obligations as are legally permissible and proper for the office of Assistant Municipal Court Judge.

2. Term. Subject to the annual budget of the Town and the appropriation of funds related to the Assistant Municipal Court Judge's duties hereunder, the term of this Agreement shall be for a period of four (4) years, commencing on February 4, 2025 and ending on February 3, 2029, unless sooner terminated as hereinafter provided. This Agreement may be extended at the end of the initial term for an additional term of four (4) years through Resolution, upon mutual agreement of the Parties, unless sooner terminated.

3. Outside Activities. Employment as the Assistant Municipal Court Judge is not considered as Employee's sole and exclusive employment. Employee may engage in outside employment that does not create a conflict with Employee's position as an Assistant Municipal Court Judge.

4. Compensation. As a base annual salary (excluding employer-provided benefits), the Town agrees to pay the Employee for the services herein described the sum of \$5,293.60 per annum, payable in near-equal installments on the second payday of the month, less necessary or agreed upon withholding for state and federal taxes, and other deductions, as applicable.

5. Leave. Under the provisions of this Agreement, the Employee shall not receive Personal Time Off (PTO), Holiday benefits, or any other paid leave benefits.

6. Additional Employee Benefits. The Town additionally agrees to budget for and/or reimburse the Employee for the following additional items:

a. Health Insurance. The Employee is not eligible to participate in the Town's health plans.

b. Life Insurance. The Employee is not eligible to participate in the Town's life insurance plan.

c. General Business Expenses. In addition, the Town shall reimburse the Employee for actually incurred and documented general business expenses, to the extent funds are budgeted by the Town Council, including the following:

i. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations customarily enjoyed by municipal court judges, including Colorado Municipal Judge Association (CMJA).

ii. Reasonable and necessary travel and subsistence and duly budgeted on an annual basis by Town Council, to attend professional and official meetings, events, and occasions to continue the professional development of the Employee, customarily attended by municipal court judges for which the Employee or the Town is a member.

7. Retirement Benefits. The Employee is not eligible to participate in the Town's 401(a) defined contribution plan.

8. Deferred Compensation Plan. The Employee shall have the option of directing any portion of his compensation as permitted by law into the Town-sponsored 457 Deferred Compensation Plan.

9. Mileage. With the exception of Item 6.c.ii above, the Employee will not receive any reimbursement for mileage.

10. Performance Evaluation. The Council may perform an annual performance review and evaluation of the Employee at the Council's first regular meeting in December. The evaluation process shall provide opportunity for the Council members to prepare written evaluations of the Employee's performance, the Parties to meet and discuss the evaluations and goals, and the Town to prepare a written summary of the evaluation results to be delivered to the Employee.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, the Employee understands and agrees that he is employed and appointed by the Council. The Town may terminate this Agreement upon vote of a majority of the members of the Council for cause, in accordance with the Town's

Municipal Code and Home Rule Charter and the terms of its Agreement. Any provisions as to job performance, termination of employment for cause, or hearings for such termination as provided in the personnel policies which apply to the employees of the Town shall not apply to the Employee.

a. Termination For Cause. Any vote of a majority of the members of the Council to terminate the Employee for cause shall be, effective immediately upon written notice to the Employee. If Employee provides the Council with a written request within five (5) days of the date of termination, the Employee will be permitted to address the allegations against him in an open meeting with the Council within fifteen (15) days after receipt of Employee's challenge. To the extent permitted by state law, the session may be closed to the public by agreement of the Council and the Employee. At the close of the session, the Council may, by a majority of its members, decide to terminate or retain the Employee. In the event the Employee is terminated, the termination for cause shall be final. For purposes of this Agreement, "cause" shall be defined as including any of the following acts of the Employee:

- i. Employee is found guilty of a felony or any other crime involving moral turpitude;
- ii. Employee has a disability, which is or likely to become permanent, that interferes with the performance of judicial duties;
- iii. Employee is unable to perform, or neglects to perform, his duties as set forth in this Agreement and the attached Exhibit A which is incorporated herein by reference;
- iv. Employee engages in any misconduct or fails to perform any duties set forth in this Agreement and the attached Exhibit B which is incorporated herein by reference; and
- v. Employee is habitually intemperate.

b. Resignation. The Employee may voluntarily resign his employment with the Town upon at least thirty (30) days advance written notice; provided, however, that the Town may require the Employee to discontinue his employment sooner than the full thirty days in the interest of the Town. Voluntary resignation shall be without entitlement to severance benefits.

12. Miscellaneous.

a. Entire Agreement/Merger/Severability. This Agreement constitutes the entire agreement of the Parties and a complete merger of prior negotiations and agreements. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. The court shall also have the authority to reform such unenforceable or void provision, so as to render the provision enforceable.

b. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Neither Party shall have a right to assign this Agreement, or enforce any other change, deletion, or addition or amendment, except as such assignment, or change, or amendment is agreed to in writing by both Parties.

c. Date of Signatures not Effective Date. Notwithstanding the date this Agreement is actually signed by any Party this Agreement is intended to and shall be effective as of October 20, 2022.

IN WITNESS WHEREOF, the TOWN OF PAGOSA SPRINGS has caused this Agreement to be signed and executed on its behalf by the Mayor of the Town Council and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

TOWN OF PAGOSA SPRINGS

By:

Shari Pierce, Mayor

Attest:

April Hessman, Town Clerk

EMPLOYEE

By:

Diane E. Knutson

EXHIBIT A**Job Description and Duties
Assistant Municipal Court Judge of the Town of Pagosa Springs****Essential Functions and Duties**

The following duties are essential functions and duties of the Assistant Municipal Court Judge. This list is not intended to be exhaustive. Other duties may be required and assigned.

- Conducts trials, hearings and arraignments of all cases of those accused individuals before the court to answer charges made against them by complaint; presides over proceedings and maintains order of proceedings before the court; rules on admissibility of evidence; applies local, state and federal law in decision-making and case determination; and communicates rulings to all parties involved in the case.
- Conducts bond forfeiture hearings; hears all evidence and testimony presented; makes determinations and decisions based on expertise, experience, and law.
- Prepares court orders for individual cases in order to document decisions and recommendations; reviews for accuracy and legality; enters documents into Court record.
- Communicates with Court personnel, attorneys and prosecutors regarding information contained in dockets; approves settlement agreements and deferred prosecution agreements submitted between the prosecutor and a defendant.
- Effectively communicates with the court staff, law enforcement officers, Town attorneys, and other organizations as necessary to receive information regarding problems and/or concerns; provides recommendations for improvements and/or changes.
- Research case law, legal updates, ordinances, procedural and evidentiary rules, opinions, Town and state code books, legislative materials, and various other legal materials; keeps apprised of changes in law, procedures, and rulings; uses information gained through research to assist in making determinations for cases in Municipal Court.
- Reviews affidavits for search warrants and approves search warrants returnable to Municipal Court.
- Attends legal seminars, conventions, and conferences to keep apprised of changes in legislation and updates in municipal, state, and federal laws, local ordinances; provides feedback to court personnel as needed; utilizes information gained to make case determinations.
- Reviews Court records and documents to ensure they are correct and properly processed.
- Meets with Town Council as requested.
- Develops and maintains cooperative and courteous relationships with Town staff, judicial entities, law enforcement agencies, and the public.
- Recommends policies and procedures that guide and support the provision of quality services by the Court.
- Incorporates continuous quality improvement principles in day-to-day activities.
- Must accomplish the essential functions of the job, with or without reasonable accommodations, in a timely manner.
- Must regularly attend scheduled municipal court dates.
- Must complete mandatory, annual judicial education requirements.
- Must be able to maintain good interpersonal relationships with Town staff.
- Performs other related duties as required.

Minimum Requirements to Perform Essential Job Functions and Duties.

- **PHYSICAL REQUIREMENTS:** Must be able to operate a variety of automated office equipment including computer, printer, copy and facsimile machines, calculators, typewriters, and shredding equipment. Physical demand requirements are at levels of those for sedentary work.
- **DATA COMPREHENSION:** Requires the ability to compare and/or judge the readily observable functional, structural, or compositional characteristics (whether similar to or divergent from obvious standards) of data, people, or things which may include legal, statistical, and financial data.
- **INTERPERSONAL COMMUNICATION:** Requires the ability to speak with and/or signal people to convey or exchange legal, administrative, or financial information, including giving/receiving assignments and/or directions to/from co-workers, assistants, managers, or supervisors as well as communicating with judicial agencies, law enforcement personnel, and the general public.
- **LANGUAGE ABILITY:** Requires the ability to read a variety of legal, statistical, and administrative documentation, directions, instructions, and methods and procedures. Requires the ability to write job related documentation and reports with proper format, punctuation, spelling, and grammar, using all parts of speech. Requires the ability to speak with and before others with poise, voice control, and confidence using correct English and well-modulated voice.
- **INTELLIGENCE:** Requires the ability to learn and understand relatively basic legal and administrative principles and techniques, to understand departmental policies and procedures, to make independent judgments in absence of supervision, and to acquire and be able to expound on knowledge of topics related to primary occupation.
- **VERBAL APTITUDE:** Requires the ability to record and deliver information, to explain procedures, and to follow verbal and written instructions.
- **NUMERICAL APTITUDE:** Requires the ability to add and subtract, multiply and divide, calculate decimals and percentages, interpret charts, graphs and statistical data; utilize mathematical formulas.
- **FORM/SPATIAL APTITUDE:** Requires the ability to visually inspect items for proper length, width, and shape using job related equipment which may include automated office equipment including computers, printers, copy and facsimile machines, calculators, typewriters, and shredding equipment.
- **MOTOR COORDINATION:** Requires the ability to coordinate hands and eyes in using automated office equipment.
- **MANUAL DEXTERITY:** Requires the ability to handle a variety of items, automated office equipment, control knobs, switches, etc. Must have the ability to use one hand for twisting motion or turning motion while coordinating other hand with different activities. Must have minimal levels of eye/hand/foot coordination.
- **COLOR DIFFERENTIATION:** May require the ability to discern color.

- **INTERPERSONAL TEMPERAMENT:** Requires the ability to deal with and relate to people beyond giving and receiving instructions. Must be able to adapt to and perform under minimal stress when confronted with an emergency.
- **PHYSICAL COMMUNICATION:** Requires the ability to talk, express, or exchange ideas by means of spoken words and/or hear and perceive nature of sounds by ear.

EXHIBIT B

Performance Failures Constituting Cause For Termination

The following shall constitute cause for termination of the Employment Agreement between the Town of Pagosa Springs and the Employee:

1. Misconduct or inattention to the Employee's duties and responsibilities.
2. Engaging in any of the following forms of misconduct: theft of Town property or funds; illegal gambling on Town's premises; or dishonesty, including, without limitation, falsifying any document prepared in anticipation of, in connection with or as a result of the Employee's employment by Town.
3. Any failure to follow the laws of the State of Colorado and the County of Archuleta, as those laws apply directly to the office of Municipal Court Judge, or failure to follow any law or ordinance of the Town of Pagosa Springs as those laws or ordinances apply to the person or the office of the Municipal Court Judge.
4. Without the consent or approval of the Town Council, any failure to attend two or more sessions of Municipal Court in a row, other than for weather-related or emergency reasons, or failure to designate and ensure attendance by an appropriate designee for the same period of time.
5. Any material violation of the Personnel Handbook of the Town of Pagosa Springs, which is not inconsistent with the independence of the judiciary including but not limited to, abuse or misuse of Town property, or abuse or misuse of drugs or alcohol leading to an impairment of the function of Municipal Court Judge.
6. Failure to maintain a valid license to practice law in Colorado and to remain a member in good standing of the State Bar of Colorado. Failure to remain in good standing shall include any formal discipline or suspension from the practice of law in Colorado.



TOWN OF PAGOSA SPRINGS, COLORADO

RESOLUTION NO. 2025-03

A RESOLUTION APPOINTING THE ASSISTANT MUNICIPAL JUDGE FOR THE TOWN OF PAGOSA SPRINGS, COLORADO

WHEREAS, the Town Council of the Town of Pagosa Springs ("Council") has, pursuant to Article 10 of Title 13 of the Colorado Revised Statutes, Section 6.3 of the Pagosa Springs Home Rule Charter ("Charter"), and Chapter 10 of the Municipal Code provided for the operation of a municipal court and the appointment of an assistant municipal judge; and

WHEREAS, the Council wishes to appoint the assistant municipal judge for a four-year term to transact the business of the court.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Pagosa Springs, Colorado, as follows:

SECTION 1 – Appointment of Assistant Judge. Diane E. Knutson is hereby appointed as the Assistant Judge of the Pagosa Springs Municipal Court for a four-year term, effective upon adoption of this Resolution, subject to the terms of the mutually executed Employment Agreement.

SECTION 2 – Severability. If any part or provision of this Resolution is judged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Council's intention that the various provisions hereof are severable.

SECTION 3 – Conflicting Acts. All acts, orders, and resolutions, or parts thereof, of the Council, which are inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

SECTION 4 – Effective Date. This Resolution, shall be effective immediately upon its passage, and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

ADOPTED THIS ____ DAY OF _____, 2025, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, BY A VOTE OF __ IN FAVOR, __ AGAINST.

TOWN OF PAGOSA SPRINGS, COLORADO

Shari Pierce, Mayor

ATTEST:

April Hessman, Town Clerk



AGENDA BRIEF

MEETING: Town Council - 04 Feb 2025

FROM: David Harris, Town Manager

PROJECT:	Resolution 2025-04, Appointing Clayton Buchner as Municipal Court Prosecutor and Approval of Employment Agreement
ACTION:	Council discussion and possible action

PURPOSE/BACKGROUND:

Mr. Clayton Buchner serves as the Town of Pagosa Springs' Municipal Court Prosecutor as an independent contractor by appointment in Resolution 2023-02. The Town wishes to enter into an employment agreement with Mr. Buchner to continue to serve as the Municipal Prosecutor. The term of the agreement is for a new two-year term with a possible two-year extension, subject to the terms of the employment agreement.

Background

Per Chapter 10 of the Municipal Code, the Town Council appoints Municipal Court Prosecutor ("Town Prosecutor" or "Prosecuting Attorney") to serve on behalf of the people of Colorado and the Town of Pagosa Springs and to prosecute cases in Municipal Court.

ATTACHMENTS:

[emp_agr_prosecutor - buchner](#)

[Res 2025-04 Prosecutor Appointment - Buchner](#)

FISCAL IMPACT:

Expenses are annual budgeted item. Cost is \$40,000 per annum less necessary or agreed upon withholding for state and federal taxes, and other deductions, as applicable

RECOMMENDATIONS:

1. Move to Approve Resolution 2025-04, Appointing Clayton Buchner as Municipal Court Prosecutor for the Town of Pagosa Springs, Colorado and Authorize the Town to Enter into an Employment Agreement with Clayton Buchner as Municipal Court Prosecutor.
2. Move to Deny Approval of Resolution 2025-04 and direct staff in other alternatives.

EMPLOYMENT AGREEMENT
Municipal Court Prosecutor

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this ____ day of February, 2025, by and between the TOWN OF PAGOSA SPRINGS (the "Town"), a home-rule municipal corporation organized pursuant to Article XX of the Colorado Constitution and the Town's Home Rule Charter effective November 2003, and Clayton M. Buchner, Pagosa Springs, Colorado ("Employee") (collectively, the "Parties"). This Agreement supersedes any prior employment agreements, written or verbal.

WITNESSETH

WHEREAS, the Town was organized and exists pursuant to the laws of the State of Colorado to provide municipal services for the benefit of its inhabitants and taxpayers; and

WHEREAS, Town Council of the Town of Pagosa Springs has authorized the Town Manager to retain the professional consulting services of an attorney for performance as Municipal Court Prosecutor for the Town; and

WHEREAS, the Municipal Court Prosecutor shall be appointed by the Town Council of the Town of Pagosa Springs subject to the Terms of this Agreement; and

WHEREAS, the Town desires to set forth the terms of Employee's employment as the Municipal Court Prosecutor through this Agreement, to make provisions for certain benefits, to establish certain conditions of employment and to set working conditions therefore; and

WHEREAS, the Employee desires to accept the appointment as Municipal Court Prosecutor pursuant to the terms of this Agreement.

THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the Town and Employee agree as follows:

1. Job Responsibilities.

a. The Employee will represent the Town in the following matters: Prosecution of all violations of the Town Charter and Municipal Code in the Town's Municipal Court and related prosecutorial functions (e.g., plea negotiations, sentencing recommendations, probation revocations, and contempt hearings) (the "Legal Services" as specified herein and in **Attachment A: Scope of Work/Duties.**) The Legal Services include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documents, trial preparation, appeals to Municipal and District Court, and all related work required to properly represent the Town in this matter.

b. This Agreement requires the Employee represent the Town with respect to the above subject matter only. Any other matters, except those incidental to and necessarily included with the above matter, must be the subject of a separate agreement between the Employee and the Town.

c. The Employee will not provide any additional Legal Services on behalf of or to the Town other than those specified above without first consulting with the Town and obtaining authorization from the Town.



2. Authorization and Decision Making. The Employee is authorized to take all actions which the Employee deems advisable as the Municipal Court Prosecutor for the Town. The Employee agrees to notify the Town promptly of all significant developments related to this position and to consult with the Town, including the Police Department personnel when appropriate, with respect to any significant decisions or issues as the Municipal Court Prosecutor. Employee shall not appeal any decision of the Municipal Court without the Town's prior consent. The Employee shall coordinate with the Town Attorney, who shall serve in an advisory role, where necessary.

3. No Guaranteed Result. The Employee agrees to use their best efforts in representing the citizens of Pagosa Springs in this matter. However, the Town recognizes the Employee cannot guarantee a particular outcome of any matter.

4. Term. Subject to the annual budget of the Town and the appropriation of funds related to the Municipal Court Prosecutor's duties hereunder, the term of this Agreement shall be for a period of two (2) years, commencing on January 1, 2025, and ending on December 31, 2026, unless sooner terminated as hereinafter provided. This Agreement may be extended at the end of the initial term for an additional term of two (2) years through Resolution, upon mutual agreement of the Parties, unless sooner terminated.

5. Outside Activities. Employment as the Municipal Court Prosecutor is not considered as Employee's sole and exclusive employment. Employee may engage in outside employment that does not create a conflict with Employee's position as the Municipal Court Prosecutor.

6. Compensation. As a base annual salary (excluding employer-provided benefits), the Town agrees to pay the Employee for the services herein described the sum of \$40,000.00 per annum, payable in near-equal installments on the second payday of the month, less necessary or agreed upon withholding for state and federal taxes, and other deductions, as applicable.

7. Leave. Under the provisions of this Agreement, the Employee shall not receive Personal Time Off (PTO), holiday benefits, or any other paid leave benefits.

8. Additional Employee Benefits. The Town additionally agrees to budget for and/or reimburse the Employee for the following additional items:

a. Health Insurance. The Employee is not eligible to participate in the Town's health plans.

b. Life Insurance. The Employee is not eligible to participate in the Town's life insurance.

9. Retirement Benefits. The Employee is not eligible to participate in the Town's 401(a) defined contribution plan.

10. Deferred Compensation Plan. The Employee is not eligible to participate in the Town-sponsored 457 Deferred Compensation Plan.



11. Mileage. The Employee will not receive any reimbursement for mileage.

12. Performance Evaluation. The Council may perform an annual performance review and evaluation of the Employee at the Council's first regular meeting in December. The evaluation process shall provide opportunity for the Council members to prepare written evaluations of the Employee's performance, the Parties to meet and discuss the evaluations and goals, and the Town to prepare a written summary of the evaluation results to be delivered to the Prosecutor.

13. Termination. Either party has the right to terminate this agreement, with or without cause, upon written notice to the other party. Such notice shall be delivered at least thirty (30) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. Upon such termination, the Employee shall be paid for Legal Services rendered and costs and expenses incurred prior to the date of termination. Such payment shall be the Employee's sole right and remedy for such termination.

14. Resignation. The Employee may voluntarily resign his employment with the Town upon at least thirty (30) days advance written notice; provided, however, that the Town may require the Employee to discontinue his employment sooner than the full thirty days in the interest of the Town. Voluntary resignation shall be without entitlement to severance benefits.

15. Miscellaneous.

a. Entire Agreement/Merger/Severability. This Agreement constitutes the entire agreement of the Parties and a complete merger of prior negotiations and agreements. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. The court shall also have the authority to reform such unenforceable or void provision, so as to render the provision enforceable.

b. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Neither Party shall have a right to assign this Agreement, or enforce any other change, deletion, or addition or amendment, except as such assignment, or change, or amendment is agreed to in writing by both Parties.

c. Date of Signatures not Effective Date. Notwithstanding the date this Agreement is actually signed by any Party, this Agreement is intended to and shall be effective as of January 1, 2025.



IN WITNESS WHEREOF, the TOWN OF PAGOSA SPRINGS has caused this Agreement to be signed and executed on its behalf by the Mayor of the Town Council, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

TOWN OF PAGOSA SPRINGS

By:

Shari Pierce, Mayor

Attest:

April Hessman, Town Clerk

PROSECUTOR

By:

Clayton M. Buchner



EXHIBIT A

Summary

The Employee shall serve as the Municipal Court Prosecutor, as required, for all cases filed in the Pagosa Springs Municipal Court, as permitted by Pagosa Springs Municipal Code section 10.1.21. The annual volume of arraignments, pre-trial, and trial work, based on the prior twelve calendar months, is estimated at 300- 400 cases per year, with approximately 30 in-court appearances per month based on continuances and other appearances. Past experience has resulted in about five (5) bench trials per year. The types of cases include Town Code violations, both civil and criminal. Criminal cases include but are not limited to assault, shoplifting, disorderly conduct, theft, trespass, criminal mischief, animal complaints, noise complaints, harassment, and other offenses. Civil cases include but are not limited to traffic infractions, civil infractions, building and zoning code offenses.

The Municipal Court Prosecutor shall fulfill the following duties:

- Serve as the primary contact for all cases being prosecuted in Pagosa Springs Municipal Court, pursuant to Pagosa Springs Municipal Code section 10.1.10 on behalf of the People of the State of Colorado and Pagosa Springs;
- Attend all court days when court is in session (approximately 4 days/month) and be present for arraignments, advisement hearings, pre-trials, financial hearings, trials, and appearances, including restitution hearings and status review hearings;
- Coordinate with Town staff as needed, including, but not limited to the Town Attorney and the Pagosa Springs Police Department;
- Maintain positive working relationships with staff in the Court, Municipal Judge, Municipal Judge Pro Tempore, Defense Attorneys (including Court-appointed counsel), translators, and other personnel;
- Provide prosecution and administrative tasks such as, but not limited to:
 - Preparing and responding to discovery;
 - Preparing plea agreements, as permitted by Pagosa Springs Municipal Code Section 10.3.3;
 - Conveying plea offers to defense attorneys;
 - Preparing Summons, as necessary, and arranging for process service;
 - Drafting and filing pretrial motions and responses (i.e., Motions to Dismiss, Motions to Suppress Evidence, Motions to Compel, Motions to Continue, Writs, etc.);
 - Drafting Petitions to Revoke;
 - Handling contact with witnesses, Pagosa Springs Police Officers and other law enforcement officers, expert witnesses, and lay witnesses, regarding evidentiary and testimonial issues;
 - Issuing subpoenas;
 - Handling victim notification and contact regarding court appearances and restitution issues, to include the providing of and filing of Victim Impact Statements and Restitution Requests; and
 - Initiating Contempt Proceedings.
- Continue licensure and appropriate continuing education to continue to practice law in the State of Colorado.



**TOWN OF PAGOSA SPRINGS,
COLORADO**

RESOLUTION 2025-04

**A RESOLUTION APPOINTING THE MUNICIPAL COURT PROSECUTOR FOR THE
TOWN OF PAGOSA SPRINGS, COLORADO**

WHEREAS, the Town Council of the Town of Pagosa Springs ("Council") has, pursuant to Article 10 of Title 13 of the Colorado Revised Statutes, Section 6.1 of the Pagosa Springs Home Rule Charter ("Charter"), and Chapter 10 of the Municipal Code provided for the operation of a municipal court and the appointment of a municipal prosecutor; and

WHEREAS, the Council wishes to appoint the Municipal Court Prosecutor to transact the business of the court;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF PAGOSA SPRINGS, COLORADO THAT:

SECTION 1 – Appointment of Municipal Court Prosecutor. Clayton Buchner is hereby appointed as the Municipal Court Prosecutor of the Pagosa Springs Municipal Court effective upon adoption of this Resolution subject to the terms of the Employment Agreement.

SECTION 2 – Severability. If any part or provision of this Resolution is judged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the Council's intention that the various provisions hereof are severable.

SECTION 3 – Conflicting Acts. All acts, orders, and resolutions, or parts thereof, of the Council, which are inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

SECTION 4 – Effective Date. This Resolution shall be effective immediately upon its passage and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

ADOPTED THIS ____ DAY OF FEBRUARY 2025, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, BY A VOTE OF ____ IN FAVOR, ____ AGAINST.

TOWN OF PAGOSA SPRINGS, COLORADO

Shari Pierce, Mayor

ATTEST:

April Hessman, Town Clerk



AGENDA BRIEF

MEETING: Town Council - 04 Feb 2025

FROM: David Hilborn, Project Manager

PROJECT: Zero-Emissions Mobility Plan Partnership

ACTION: Council action

PURPOSE/BACKGROUND:

Staff has been approached by the non-profit organization Four Corners Office for Resource Efficiency (4CORE) to collaborate on the development of a zero-emissions mobility plan for the greater Archuleta County. This initiative aims to deliver an actionable clean transportation and mobility plan for the community, serving as a valuable resource for pursuing future funding opportunities related to sustainable transportation in the Archuleta County region.

4CORE is a subrecipient of a \$135,000 grant provided by the Department of Energy (DOE) to support the creation of this plan and is seeking Community-Based Organizations (CBOs) to assist with current condition inventories and community outreach efforts. The Town, Archuleta County, and Pagosa Springs Community Development Corporation (PSCDC) have been identified as potential CBO partners to coordinate these efforts. The Town will be compensated through this grant funding for staff participation, with \$50,000 allocated to be shared equally among the Town, Archuleta County, and PSCDC. **The Town is not being asked to provide a match for this grant.**

Town Council direction is requested to confirm staff's involvement in this project by approving the attached Sub-Subrecipient Agreement for the Colorado Clean Mobility Strategic Planning Program. The Agreement, Certification and Restrictions on Lobbying, Certification Regarding Drug-Free Environment, and Debarment Certification forms are attached for review.

There is no financial match commitment for participating as a CBO, rather, the Town will receive approximately \$16,667 in financial compensation. Our commitment is staff time associated with collecting available data and information, participating in public engagement, and reviewing draft and final plan documents. These activities are common efforts we provide on a regular basis. In return for staff's time, the Town will be compensated in the amount of \$16,667. This is a rare occurrence in that we would be compensated for these efforts.

The resulting Zero-Emissions Mobility Plan will provide valuable data and information that can guide local decisions and provide justification and data to support future grant funding applications that would help with Zero-Emissions Mobility transportation infrastructure improvements.

4CORE is a 501(c)(3) non-profit organization that provides climate solutions through boots-on-the-ground energy efficiency, clean transportation, and water conservation projects. 4CORE has partnered with CALSTART who will serve as the fiscal sponsor for the project.

CALSTART works with its member companies and agencies to build a high-tech clean-transportation industry that creates jobs, cuts air pollution and oil imports and curbs climate change, and works with the public and private sectors to knock down barriers to innovation, progress and drive the transportation industry to a clean and prosperous future.

ATTACHMENTS:

[Certification and Restrictions on Lobbying \(1\)](#)

[Certification Regarding Drug-Free Workplace \(1\)](#)

[Debarment Certification Form \(1\)](#)

[Sub-Subrecipient Agreement - TOWN OF PAGOSA SPRINGS 01-22-2025 \(2\) \(1\)](#)

FISCAL IMPACT:

The total funding compensation to the Town is approximately \$16,667.

TOWN COUNCIL GOALS & OBJECTIVES:

2024-2025 Goals: Traffic Management, Parking, Road Maintenance

2024-2025 Goals: East End Project

RECOMMENDATIONS:

1. Move to Approve the Sub-Subrecipient Agreement and Associated Forms for the Colorado Clean Mobility Strategic Planning Program, authorizing the Town Manager to Execute the Agreement and Forms.
2. Move to Deny and provide guidance.

Certification and Restrictions on Lobbying

I, _____, hereby certify on behalf of
(Name and Official Title)

_____, that:
(Entity Name)

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 , et seq., are applicable thereto.

Signature: _____

Date: _____

CERTIFICATION OF DRUG-FREE WORKPLACE ACT REQUIREMENTS

The Contractor certifies that it provides a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Agency Name

Name and Title of Authorized Representative

Signature

Date

Debarment Certification Form

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

By: _____
Authorized Signature for Contractor

By: _____
Printed Name and Title

Date: _____

Sub-Subrecipient Agreement
Number: [CAL-1001]
for the
Colorado Clean Mobility Strategic Planning Program
(Department Of Energy Agreement Number DE-EE0010619)
between
Four Corners Office for Resource Efficiency
Doing Business As
4CORE
[Subrecipient]
and
Town of Pagosa Springs, Colorado
[Sub-Subrecipient]

Sub-Subrecipient Agreement

This Sub-Subrecipient Agreement, including all documents incorporated by reference herein (collectively, the "Agreement") is made and entered into by and between Four Corners Office for Resource Efficiency ("4CORE"), a 501(c)(3) nonprofit organization, with its headquarters at 10 Town Plaza, #190, Durango, CO 81301 ("Subrecipient") and Town of Pagosa Springs, Colorado, with its headquarters at 551 Hot Springs Blvd., Pagosa Springs, CO 81147 ("Sub-Subrecipient"). Subrecipient and Sub-Subrecipient may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. Subrecipient, Four Corners Office for Resource Efficiency ("4CORE") is a 501(c)(3) nonprofit organization that provides climate solutions through boots-on-the-ground energy efficiency, clean transportation, and water conservation projects, based in Durango, Colorado.
- B. CALSTART, Inc. ("CALSTART") is a non-profit corporation working nationally and internationally with businesses and governments to develop clean, efficient transportation solutions; AND
- C. CALSTART has entered into Agreement No. DE-EE0010619 with the Department of Energy ("DOE", "Grantor") effective October 1, 2023 ("Prime Agreement"), for the "Colorado Clean Mobility Strategic Planning" project; AND
- D. Subrecipient has entered into Agreement No. 1523-002-R3 dated June 3, 2024, with CALSTART ("Subrecipient Agreement"); AND
- E. The Sub-Subrecipient is willing to assist Subrecipient on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

General Terms and Conditions

1. Assumption of Obligations, Liabilities and Terms and Conditions

Sub-Subrecipient hereby agrees to (i) assume all obligations and liabilities of Subrecipient under the Subrecipient Agreement, and (ii) comply with all terms and conditions (including, without limitation, all compliance provisions) that apply to the Subrecipient in the Subrecipient Agreement, in each case as though Sub-Subrecipient were the Subrecipient thereunder, but only with respect to the services to be performed by the Sub-Subrecipient under the Statement of Work attached hereto as Exhibit A (the "Services", and Exhibit A referred to herein as the

“Statement of Work”)). Nothing in this Section 1 shall release the Subrecipient from any of its obligations or liabilities under the Subrecipient Agreement. Subrecipient hereby agrees to (i) assume under this Agreement those obligations and liabilities of CALSTART under the Subrecipient Agreement and (ii) comply with all terms and conditions of CALSTART under the Subrecipient Agreement, in each case as though Subrecipient were CALSTART thereunder, but only to the extent they would reasonably apply to the performance of the Services by Sub-Subrecipient.

2. Payment for Services

The Subrecipient shall pay the Sub-Subrecipient for the Services the amount of \$ 16,666.67 on the basis set forth in the Statement of Work and otherwise on the terms and conditions set forth in the Subrecipient Agreement.

3. Intellectual Property Rights

All data collected and/or produced under this Agreement shall be the property of CALSTART, the Subrecipient and the Department of Energy, with the Government having unlimited rights in data, unless it is protected data pursuant to Attachment 4 “Intellectual Property Provisions” of Exhibit J, EERE T 540.135-01: Special Terms and Conditions Award No. DE-EE0010619 With CALSTART, Inc. Subrecipient consents to availing all data and rights therein necessary to fulfill CALSTART’s obligations to the Government under Exhibit G of the Prime Agreement.

The Sub-Subrecipient shall not use data collected or produced under this Agreement for any purpose that would conflict with or interfere with the performance of its obligations under this Agreement. The Sub-Subrecipient shall have the right to withhold proprietary data that was not developed under this Project in accordance with the provisions of this Article. The Sub-Subrecipient shall provide information related to intellectual property upon request by Subrecipient, CALSTART or the Department of Energy.

4. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, postage prepaid, or delivered by tracked overnight courier to the addresses set forth below. The notice will have been deemed delivered three business days after certified mailing or upon actual delivery, whichever is earlier.

Subrecipient

For legal and contract matters:	For program matters:
Jenny Hill	Rebekah Huehnel
Executive Director	Clean Transportation Program Director
10 Town Plaza #190	10 Town Plaza #190
Durango, CO 81301	Durango, CO 81301
Phone: (970) 259-1916	Phone: (970) 259-1916
email: jenny@fourcore.org	email: rebekah@fourcore.org

Sub-Subrecipient

For legal and contract matters:	For program matters:
James Dickoff, AICP	David Hilborn
Community Development Director	Project Manager
PO Box 1859, 551 Hot Springs Blvd.	PO Box 1859, 551 Hot Springs Blvd.
Pagosa Springs, CO 81147	Pagosa Springs, CO 81147
Phone: (970) 585-8633	Phone: (970) 585-8667
Email: jdickhoff@pagosasprings.co.gov	Email: dhilborn@pagosasprings.co.gov

5. Execution in Counterparts

This Agreement may be executed in one or more counterparts and will become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Party. The Parties may execute this Agreement with their signature by facsimile transmission or by e-mail delivery of a scanned electronic format data file. Such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if it was an original.

6. Titles and Headings

Titles and headings to sections herein are inserted for the convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

7. General Warranty

Each Party warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute this Agreement and agree to all its terms therein as of the date first written below.

Town of Pagosa Springs	Four Corners Office for Resource Efficiency Doing Business As 4CORE
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Print Name)	Name: _____ (Print Name)
Title: _____ (Print Title)	Title: _____ (Print Title)
Date: _____	Date: _____

Consent to this Agreement pursuant to Section 19 of the Subrecipient Agreement approved by CALSTART, INC.:

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Exhibit A
Statement of Work

Four Corners Office for Resource Efficiency					
Town of Pagosa Springs					
Task #	Purpose	Proposed Completion Date	Deliverable	Reimbursable Costs	Total
Task 1.2	Attend CBO training sessions	Training #1 January Training #2 February Training #3 March 2025	Attend at least two (2) virtual workshops to educate CBOs on clean mobility solutions available on the market, different business models for bringing those solutions to communities, pros/cons/costs/benefits, use cases, and context-specific considerations	\$750.00	\$750.00
Task 1.3	Attend CBO cohort convenings	May 2025	Attend at least two (2) virtual convenings times to discuss shared project learnings, workshop challenges facing their community during strategic plan development	\$700.00	\$700.00
Task 2.1	Assist in the creation of existing conditions inventory and submit memo	March 2025	Co-develop an Existing Conditions Inventory and memo. This memo will outline existing conditions and transportation resources	\$2,500.00	\$2,500.00
Task 2.2	Support development and distribution of online survey	April 2025	Co-develop a community survey that will inform Community Transportation Needs Assessment	\$500.00	\$500.00
Task 2.3	Support public outreach events	June 2025	Co-develop a template for use in CTNA community outreach events that will include information about the project purpose and scope, basic information about mobility options, and a framework to guide community workshops. CBOs will hold at least one (1) event per community, or multiple smaller pop-up events, to collect public input toward a Community Transportation Needs Assessment	\$1,500.00	\$1,500.00

Task 2.4	Submit community transportation needs assessment (CTNA) reports	July 2025	Co-development of a Community Transportation Needs Assessment (CTNA) for each community (1), drawing on support from the existing conditions memo, findings from outreach events, and input from CBOs	\$1,500.00	\$1,500.00
Task 3.1	Support mobility preference public outreach events	September 2025	Host at least three (3) activities per community - this can be two (2) in-person events per community, or multiple smaller pop-up events, as well as one (1) online event, to collect public input from the community on preferred mobility options	\$1,500.00	\$1,500.00
Task 3.2	Provide assistance with the creation of community mobility preference memos	October 2025	Co-develop a memo template to use for each of the one (1) community to summarize community-generated mobility preferences and data from community outreach events	\$500.00	\$500.00
Task 4.1	Provide assistance with the creation of a detailed mobility service proposals	December 2025	Co-development of a detailed Proposal and implementation Blueprint for a new or enhanced mobility service per community	\$2,000.00	\$2,000.00
Task 4.2	Provide technical assistance toward implementation	February 2026	Assist in providing technical assistance (TA) to communities, helping create a roadmap to pursue funding opportunities, identify partnerships, provide writing support, and other forms of assistance to advance mobility proposals	\$1,716.67	\$1,716.67
Task 5	Provide input on the drafting of the final report	March 2026	Co-development of a report synthesizing community needs assessments and strategic plans, evaluating the community outreach model, and outlining recommendations for scaling and replicating this framework	\$1,500.00	\$1,500.00
Task 5	Provide assistance with the creation of the final report and dissemination	April 2026	Participate in reviews and provide information for the final report	\$2,000.00	\$2,000.00
	Totals			\$ 16,666.67	\$ 16,666.67