



TOWN OF PAONIA
TUESDAY, NOVEMBER 10, 2020

**BUDGET WORK SESSION & DISCUSSION OF
REVISED MEETING SCHEDULES DUE TO RISE IN
COVID-19 CASES 5:00 PM**

**REGULAR TOWN BOARD MEETING AGENDA
6:30 PM**

2021 Budget Work Session

2021 Budget Work Session #7

Roll Call

Approval of Agenda

Announcements

Recognition of Visitors & Guests

1. Paonia's Great Rake – Paonia Elementary School Recognition
2. Proclamation for Hospice and Palliative Care Month

Staff Reports

3. Administrator's Report
 - Previous Visitors & Guests Follow-Up
 - COVID Impact on Council Meetings
 - Public Works
 - Police Report
 - Attorney Report

Disbursements

4. Treasurer's Report
5. Disbursements

Unfinished Business

6. Charter Communication Franchise Agreement Update
7. CIRSA - Excess Crime 2021 Renewal Quote
8. Public Water System Sanitary Survey Results & Resolution Schedule
9. Resolution 2020-18 Water Rates & Charges
10. Resolution 2020-19 Garbage Rates
11. Resolution 2020-20 Modification of Town Fee Schedule
12. Resolution 2020-21 Withdrawal From Space to Create
13. Resolution 2020-22 Supervisory Authority of town Administrator
14. Town Administrator Six-Month Review – Initial Discussion

Consent Agenda

Regular Minutes:

None

Liquor License Renewal & Modification of Premise:

Blue Sage Center for the Arts

15. Liquor License Renewal & Modification of Premise

MODIFIED 11/9/2020

Mayor's Report

Committee Reports

- Finance & Personnel
- Governmental Affairs & Public Safety
- Public Works-Utilities-Facilities
- Tree Board

Adjournment

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

II. CONSENT AGENDA

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

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

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

III. EXECUTIVE SESSION

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

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

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

IV. SUBJECT TO AMENDMENT

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

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

AGENDA SUMMARY FORM



2021 Budget Work Session #7

Summary: Treasurer King and Administrative staff presents for discussion the draft final balanced budget for 2021. The proposed budget includes all direction given by the Council. The Public Hearing is scheduled for the next regular meeting, Tuesday November 24, 2020.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

November 6, 2020

PR R	AIL	2021	ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE
		RATE	10-41-03	12-43-03	1-42-02	1-45-02	1-46-02	2-50-03	3-51-03	3-52-03
2021 PAYROLL BUDGET SUMMARY & ALLOCATIONS										
PR RPT DETAIL		ANNUAL	ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE
			10-41-03	12-43-03	1-42-02	1-45-02	1-46-02	2-50-03	3-51-03	3-52-03
WAGES		811,140.00	24,868.40	1,700.40	289,674.00	78,218.40	48,968.40	137,382.80	116,863.60	113,464.00
INCREASES		47,500.00	494.00	88.40	32,508.40	1,398.80	993.20	4,758.00	3,858.40	3,400.80
OT		11,731.88	99.21	6.92	5,469.58	1,614.31	1,010.29	1,280.28	986.81	1,264.47
DT		3,392.00	-	-	2,484.00	308.10	186.36	97.28	77.76	238.50
WAGE COSTS		873,763.88	25,461.61	1,795.72	330,135.98	81,539.61	51,158.25	143,518.36	121,786.57	118,367.77
ER-FPPA		24,486.80	-	-	24,486.80	-	-	-	-	-
ER-D&D		8,066.24	-	-	8,066.24	-	-	-	-	-
ER-SOC		35,835.93	1,578.62	111.33	2,131.00	5,055.46	3,171.81	8,898.14	7,550.77	7,338.80
ER-MED		12,669.58	369.19	26.04	4,786.97	1,182.32	741.79	2,081.02	1,765.91	1,716.33
UNEMP		2,588.89	51.18	5.39	990.41	244.62	153.47	426.96	361.76	355.10
TAX COSTS		83,647.44	1,999.00	142.76	40,461.42	6,482.40	4,067.08	11,406.11	9,678.43	9,410.24
PTO		14,975.46	323.32	54.65	3,875.13	705.73	417.73	4,210.30	3,884.38	1,504.22
MISC-CELL PHONE		7,860.00	180.00	21.00	2,931.00	608.40	376.80	1,574.40	1,356.00	812.40
CLOTHING		2,100.00	-	-	-	549.00	330.00	300.00	279.00	642.00
RMHMO		149,705.04	4,126.37	394.35	32,390.54	17,957.68	10,495.39	32,411.19	27,277.78	24,651.75
+RMHMO		6,699.25	193.77	17.52	1,619.78	755.72	445.68	1,426.61	1,193.92	1,046.25
HARTFORD-DIS		1,732.50	35.64	2.97	660.33	160.88	108.41	271.26	225.23	267.80
HARTFORD-LIFE		445.20	9.16	0.76	169.68	41.34	27.86	69.71	57.88	68.82
PENSION		32,320.60	848.12	89.44	6,986.72	3,382.99	2,260.83	7,028.06	5,947.63	5,776.81
BENEFIT COSTS		215,838.05	5,716.38	580.70	48,633.17	24,161.73	14,462.69	47,291.53	40,221.81	34,770.04
TOTAL		1,173,249.36	33,176.99	2,519.18	419,230.57	112,183.75	69,688.02	202,215.99	171,686.82	162,548.05
X		-	-	-	-	-	-	-	-	-

2020 CARRY FORWARD TO 2021											
Description	PROJECT	REALLOCATE	ACTUAL	REMAINING	2021	2021-2015	2014	2020	2019	2018	2017
					SALES TAX	CELL TOWER		CARRY			
AIRPORT					210,290.00			187,500	180,778		
PAONIA SHARE AIRPORT	60,192.00			60,192.00	(7,650.00)	(45,900.00)	(6,642.00)				
ADMINISTRATION											
TOWN HALL UPGRADE	3,500.00	960.00		2,540.00				(3,500.00)			
PUBLIC WORKS											
SIGN REPLACEMENT	6,895.00			6,895.00				(1,490.46)	(212.74)	(296.80)	(4,895.00)
ELLEN HANSON SMITH CENTER	20,000.00			20,000.00				(20,000.00)			
EQUIPMENT	35,000.00			35,000.00				(35,000.00)			
SNOW PLOW TRUCK	45,000.00			45,000.00				(45,000.00)			
TOTAL	170,587.00	960.00	-	169,627.00	(7,650.00)	(45,900.00)	(6,642.00)	(104,990.46)	(212.74)	(296.80)	(4,895.00)
2021 REQUESTS											
ADMINISTRATION											
TOWN HALL UPGRADES	20,000.00			20,000.00	(20,000.00)						
COMPUTERS	7,550.00			7,550.00	(7,550.00)						
POLICE											
VEHICLE	35,000.00			35,000.00	(35,000.00)						
PUBLIC WORKS											
PINTAL HITCH TRAILER	18,000.00			18,000.00	(18,000.00)						
ASPHALT PLAIN	25,000.00			25,000.00	(25,000.00)						
LAWN MOWER	2,000.00			2,000.00	(2,000.00)						
TRUCK	45,000.00			45,000.00	(45,000.00)						
STREETS	35,000.00			35,000.00	(35,000.00)						
EQUIPMENT	22,740.00			22,740.00	(22,740.00)						
TOTAL	210,290.00	-	-	210,290.00	(210,290.00)	-	-	-	-	-	-
	380,877.00	960.00	-	379,917.00	(217,940.00)	(45,900.00)	(6,642.00)	(104,990.46)	(212.74)	(296.80)	(4,895.00)

	ADMINISTRATION 10	BUILDING 12	PUBLIC SAFETY 14	PARKS 16	STREETS 20	BRIDGE 24	PASS THRU 30	S.CAPITAL 22	SIDEWALK 26	S2C 32	C.TRUST 40	CAPITAL 50	WATER 60	W.GRANT 65	SEWER 70	TRASH 80	TOTAL	% OF T.REV	2020	% OF CHANGE	
31	135,403.00	1,194.00	483,057.00	140,631.00	162,387.00	0	0	86,822.00	0	0	0	217,940.00	0	0	0	0	0	1,227,434.00	29.69%	846,022.24	0.45
30 SIDEWALK	0	0	0	0	0	0	0	0	31,034.00	0	0	0	0	0	0	0	0	31,034.00	0.75%	31,034.19	(0.00)
32 PERMITS	4,650.00	30,000.00	1,155.00	0	1,750.00	0	0	0	0	0	0	0	0	0	0	0	0	37,555.00	0.91%	37,338.00	0.01
33 INTERGOVERNMENTAL	0	0	6,345.00	8,925.00	50,611.00	0	0	-	0	0	0	0	0	0	0	0	0	65,881.00	1.59%	55,912.49	0.18
38 CONSTRUST	0	0	0	0	0	0	0	0	0	0	7,492.00	0	0	0	0	0	0	7,492.00	0.18%	7,421.26	0.01
34 FINES	0	0	23,325.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23,325.00	0.56%	16,772.46	0.39
35 INTEREST/MISCELLANEOUS	18,600.00	0	10,000.00	10,092.00	1,550.00	47,000.00	460,000.00	111,985.00	0	0	3.00	0	0	0	0	0	0	659,230.00	15.95%	245,672.62	1.68
36 CHARGE FOR SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	1,261,878.00	0	557,736.00	259,072.00	2,078,686.00	50.29%	1,899,966.93	0.09	
39 TRANSFERS/RESERVES	-	0	0	-	-	3,000.00	0	-	-	0	0	-	-	0	0	-	-	3,000.00	0.07%	-	-
TOTAL REVENUE	158,653.00	31,194.00	523,882.00	159,648.00	216,298.00	50,000.00	460,000.00	198,807.00	31,034.00	-	7,495.00	217,940.00	1,261,878.00	-	557,736.00	259,072.00	4,133,637.00	100.00%	3,140,140.19	0.32	
2-9 PAYROLL	33,176.00	2,519.00	419,230.00	69,688.00	112,183.00	0	0	0	0	0	0	0	202,215.00	0	171,686.00	162,548.00	1,173,245.00	29.92%			
10 WORK COMP	140.00	17.00	915.00	1,768.00	3,468.00	0	0	0	0	0	0	0	3,220.00	0	947.00	6,057.00	16,532.00				
15 OFFICE SUPPLIES	3,937.00	497.00	1,310.00	37.00	30.00	0	0	0	-	0	0	0	320.00	0	166.00	202.00	6,499.00	0.16%			
16 OPERATING SUPPLIES	721.00	-	18,953.00	6,540.00	840.00	0	0	0	0	0	0	0	10,950.00	0	11,763.00	1,145.00	50,912.00	1.23%			
17 POSTAGE	450.00	50.00	235.00	50.00	190.00	0	0	0	0	-	0	0	3,925.00	0	2,250.00	876.00	8,026.00	0.19%			
20 LEGAL	51,160.00	-	2,500.00	-	-	0	0	0	-	0	7,495.00	0	500.00	0	-	-	61,655.00	1.49%			
21 AUDIT	4,510.00	0	0	0	0	0	0	0	0	0	0	0	11,000.00	0	4,500.00	4,500.00	24,510.00	0.59%			
22 REPAIR & MAINTENANCE	-	0	280.00	23,984.00	12,716.00	50,000.00	0	0	31,034.00	-	0	0	194,656.00	0	52,605.00	106.00	365,381.00	8.84%			
23 VEHICLE	-	-	10,645.00	1,150.00	7,155.00	0	0	0	0	0	0	0	6,219.00	0	6,397.00	7,929.00	39,495.00	0.96%			
24 RENTAL	0	0	0	850.00	-	0	0	0	0	0	0	0	-	0	-	-	850.00	0.02%			
25 SUPPLIES/TOOLS	11,683.00	0	0	1,082.00	1,879.00	0	0	0	0	0	0	0	3,305.00	0	2,824.00	681.00	21,454.00	0.52%			
27 INSURANCE	3,766.00	776.00	22,216.00	-	3,317.00	0	0	0	0	0	0	0	23,508.00	0	8,816.00	4,985.00	67,384.00	1.63%			
28 UTILITIES	4,405.00	0	1,770.00	6,312.00	10,765.00	0	0	0	0	0	0	0	27,325.00	0	30,910.00	1,576.00	83,063.00	2.01%			
29 TELEPHONE	1,147.00	-	3,265.00	720.00	751.00	0	0	0	0	0	0	0	4,200.00	0	1,508.00	543.00	12,134.00	0.29%			
30 PUBLICATION & ADS	1,500.00	-	104.00	-	-	0	0	0	0	-	0	0	179.00	0	-	35.00	1,818.00	0.04%			
32 FEES & PERMITS	0	0	0	749.00	-	0	0	0	0	0	0	0	11,661.00	0	6,877.00	0	19,287.00	0.47%			
90 TREASURER FEES	2,810.00	0	-	0	0	0	0	0	0	0	0	0	0	0	0	0	2,810.00	0.07%			
33 DATA PROCESSING	13,719.00	0	25,234.00	0	-	0	0	0	0	0	0	0	13,656.00	0	17,884.00	2,172.00	72,665.00	1.76%			
41 WRITE-OFF	0	0	0	0	0	0	0	0	0	0	0	0	200.00	0	150.00	150.00	500.00	0.01%			
42 CONTRACT SERVICES	0	0	0	3,000.00	8,004.00	0	0	0	0	0	0	0	-	0	3,935.00	37,868.00	52,807.00	1.28%			
50 DEBT SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	215,286.00	0	107,983.00	0	323,269.00	7.82%			
71 PASS THRU	-	0	-	-	0	0	460,000.00	0	0	0	0	0	37,499.00	0	16,590.00	7,733.00	521,822.00	12.62%			
89 TRANSFERS	-	0	-	-	-	-	0	-	-	0	-	-	-	0	-	0	-	-	0.00%		
90 DEPRICIATION	0	0	0	0	0	0	0	0	0	0	0	0	318,082.00	0	107,200.00	17,646.00	442,928.00	10.72%			
TOTAL OPERATING EXP	133,124.00	3,859.00	506,657.00	115,930.00	161,298.00	50,000.00	460,000.00	-	31,034.00	-	7,495.00	-	1,087,906.00	-	554,991.00	256,752.00	3,369,046.00	82.64%			
	25,529.00	27,335.00	17,225.00	43,718.00	55,000.00	-	-	198,807.00	-	-	-	217,940.00	173,972.00	-	2,745.00	2,320.00	764,591.00				
1 CONTRACT LABOR	-	26,800.00	-	-	-	0	0	-	0	0	0	0	20,160.00	0	-	-	46,960.00				
26 TRAVEL/MEETINGS	10,790.00	0	9,675.00	3,718.00	-	0	0	0	0	-	0	0	1,957.00	0	2,307.00	520.00	28,967.00	0.70%			
31 DUES & SUBSCRIPTIONS	9,639.00	535.00	6,050.00	0	-	0	0	0	0	0	0	0	1,855.00	0	438.00	0	18,517.00	0.45%			
40 MISCELLANEOUS	-	0	-	-	0	0	0	0	0	0	0	0	-	0	-	-	-	0.00%			
43 CULTURAL EVENTS	850.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	850.00	0.02%			
44 HUMAN SERVICES	4,250.00	0	1,500.00	-	-	0	0	0	0	0	0	0	0	0	0	1,800.00	7,550.00	0.18%			
70 CAPITAL OUTLAY	-	0	-	40,000.00	55,000.00	0	0	198,807.00	0	0	0	217,940.00	150,000.00	0	-	-	661,747.00	16.01%			
TOTAL DISCRETIONARY	25,529.00	27,335.00	17,225.00	43,718.00	55,000.00	-	-	198,807.00	-	-	-	217,940.00	173,972.00	-	2,745.00	2,320.00	764,591.00				
NET CHANGE	0.00	0.00	(0.00)	(0.00)	0.00	-	-	0.00	-	-	-	-	(0.00)	-	0.00	0.00	(0.00)				
2019 AUDITED RESERVE							507,079.00	90,775.00	19,763.00	13,124.00	1,317.00	338,150.00	166,873.00	-	374,079.00	112,419.00					
25% OF EXP							399,918.75	49,701.75	7,758.50	-	1,873.75	54,485.00	315,469.50	-	139,434.00	64,768.00					



Town of Paonia 2021 Draft Budget



Proposed version

Last updated 11/09/20



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BUDGET OVERVIEW

Personnel Wages

PR RPT DETAIL	ANNUAL	ADMIN	BUILDING	LAW	STREETS	PARKS	WATER	SEWER	GARBAGE
		10-41-03	12-43-03	1-42-02	1-45-02	1-46-02	2-50-03	3-51-03	3-52-03
WAGES	760,388.00	22,804.00	1,700.40	234,424.00	70,662.80	46,337.20	136,108.80	134,143.20	114,207.60
INCREASES	25,016.00	785.20	78.00	7,627.20	1,440.40	1,081.60	4,316.00	4,248.40	5,439.20
OT	11,025.13	121.52	8.28	4,466.31	1,500.26	998.71	1,347.47	1,196.48	1,386.10
DT	2,834.00	-	-	1,920.00	288.20	188.62	96.64	89.42	251.12
WAGE COSTS	799,263.13	23,710.72	1,786.68	248,437.51	73,891.66	48,606.13	141,868.91	139,677.50	121,284.02
ER-FPPA	18,617.04	-	-	18,617.04	-	-	-	-	-
ER-D&D	5,913.65	-	-	5,913.65	-	-	-	-	-
ER-SOC	35,590.38	1,470.06	110.77	1,439.19	4,581.28	3,013.58	8,795.87	8,660.00	7,519.61
ER-MED	11,589.32	343.81	25.91	3,602.34	1,071.43	704.79	2,057.10	2,025.32	1,758.62
UNEMP	2,365.39	45.93	5.36	745.31	221.67	145.82	422.01	415.43	363.85
TAX COSTS	74,075.77	1,859.80	142.04	30,317.54	5,874.39	3,864.19	11,274.98	11,100.76	9,642.08
PTO	14,893.46	273.27	54.65	3,757.65	626.65	340.65	4,200.91	4,200.91	1,438.75
MISC-CELL PHONE	7,800.00	174.00	23.40	2,546.40	553.20	345.00	1,666.20	1,621.80	870.00
CLOTHING	2,100.00	-	-	-	510.00	333.00	303.00	303.00	651.00
RMHMO	89,713.04	2,649.20	240.04	13,447.12	9,989.29	6,114.22	20,851.79	20,786.21	15,635.17
+RMHMO	50,098.60	1,191.88	10.68	9,384.84	7,673.37	4,628.04	9,374.30	9,322.69	8,512.83
HARTFORD-DIS	1,683.00	33.66	2.97	538.56	174.24	115.83	273.24	268.29	276.21
HARTFORD-LIFE	432.48	8.65	0.76	138.39	44.77	29.76	70.21	68.94	70.98
PENSION	31,784.48	759.46	88.92	5,156.84	3,605.16	2,370.94	6,961.24	6,859.58	5,982.34
BENEFIT COSTS	198,505.06	5,090.12	421.42	34,969.80	23,176.68	14,277.45	43,700.90	43,431.42	33,437.28
TOTAL	1,071,843.96	30,660.64	2,350.14	313,724.84	102,942.74	66,747.77	196,844.78	194,209.67	164,363.37

STAFFING LEVELS

The Administration Department is staffed by the Town Administrator, Town Clerk, Deputy Clerk, and Finance Officer. In addition, there are six Trustee members, the Mayor, and the Town Attorney.

FULL TIME	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Town Administrator	0	0	0	1	1	1	1	1	1	1	1
Town Clerk	1	1	1	1	0	1	1	1	1	X	X
Deputy Clerk	0	1	1	1	1	0	0	0	1	1	1
Assistant Clerk	0	0	0	0	0	0	0	0	0	1	1
Assistant to Admin	0	0	0	0	0	0	0	0	0	1	1
Finance Officer	1	1	1	1	1	1	1	1	1	1	1
PART TIME											
Deputy Clerk	1	0	0	0	0	0	0	0	0	0	0
Assistant	0	0	0	0	0	1	1	1	0	0	0
Building Official	0	1	1	1	1	1	1	1	0	0	0
Treasurer	0	0	0	0	0	1	1	1	1	1	1
Elected Officials	7	7	7	7	7	7	7	7	7	7	7
CONTRACT SERVICES											
Town Attorney	1	1	1	1	1	1	1	1	1	1	1
TOTAL	11	12	12	13	12	14	14	14	13	14	14

The following table shows the total staffing for all operations of the Police/Public Safety Department. Staffing for Police/Public Safety operations is 7 employees which includes 6 full time employees and 1 Municipal Judge.

FULL TIME	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Police Chief	1	1	1	1	1	0	1	1	1	1	1
Sergeant	1	1	1	1	1	1	0	0	1	1	1
Investigator	0	0	1	1	1	0	1	1	0	0	0
Police Officers	3	3	2	1	0	1	1	1	2	3	4
PART TIME											
Municipal Judge	1	1	1	1	1	1	1	1	1	1	1
Police Officer	0	0	0	0	0	0	1	1	1	0	0
Code Enforcement	0	1	1	1	1	0	0	0	0	0	0
TOTAL	7	7	7	6	5	3	5	5	6	6	7

The Public Works Department includes staffing for General Fund operations as well as Enterprise Fund operations. The following table shows the total staffing for all operations of the Department.

FULL TIME	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Public Works Director	1	1	1	1	1	1	1	1	1	1	1
Public Works Supervisor	0	0	0	0	0	0	0	0	0	1	1
Utility Assistant	0	0	0	0	0	0	0	0	0	1	1
Maintenance Labor	6	6	6	6	5	4	4	4	5	4	4
PART TIME											
Maintenance Labor	1	1	1	1	1	0	1	1	1	0	0
Seasonal Maint. Labor	1	1	1	0	0	0	0	0	0	0	0
TOTAL	9	9	9	8	7	5	6	6	7	7	7

BENEFITS

Benefits for full time town staff (after their six (6) month probation) include the following:

- o PW Director and Chief receive \$100.00/mo. cell phone allowance, Administrator/Town Clerk and Finance Officer receive \$80.00/mo. Cell phone allowance, all other employees receive a \$25.00/mo. cell phone allowance;
- o Paid time off (PTO);
- o Health Insurance (currently with Rocky Mountain Health Plans - RMHMO) (exception: eligible the first of the month following sixty (60) days);
- o \$10,000 Life Insurance (up to 2014 with Kansas City Life, changed to MetLife as of 2015, changed to The Hartford as of 2019);
- o In 2014, the Town converted from a 401(a) Money Purchase Plan with Dreyfus to a 457(b) Plan with Mutual of Omaha. The Town contributes 5% of base salary for Administration and Public Works and 2% contribution of base salary for Public Safety;
- o For Public Works employees a \$200.00 clothing allowance paid at the beginning of each year;
- o For Public Works employees a \$100.00 boot allowance reimbursed after purchase;
- o For Public Safety employees uniforms and duty weapon are provided;

Optional Benefits:

- o Dental Insurance (2014 was paid by employees but included with Health Insurance, 2015 are now optional individual plans.) 2019 the dental insurance provider is Delta Dental.
- o Vision Insurance (2014 was paid by employees but included with Health Insurance, 2015 are now optional individual plans.) In 2020 the vision insurance provide is VSP.
- o AFLAC
- o Supplemental Life Insurance (up to 2014 with Liberty National changed to MetLife as of 2015 changed to The Hartford as of 2019).



AGENDA SUMMARY FORM

	Roll Call
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Summary:

Notes:

Possible Motions:
Motion by: _____ 2nd: _____ vote: _____

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

AGENDA SUMMARY FORM



Agenda Approval

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

November 6, 2020

AGENDA SUMMARY FORM



Announcements

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

November 6, 2020

AGENDA SUMMARY FORM

	Paonia's Great Rake – Paonia Elementary School Recognition
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Summary:
 Recognition of Paonia Elementary School student's participation in the great rake at Town Park. Thank you, PES students, for your community service!

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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



Paonia Elementary School

Paonia Thanks you!

2020 Paonia's Great Rake

at Town Park

Mary Bachran, Mayor



Corinne Ferguson, Administrator

AGENDA SUMMARY FORM

	<p>Proclamation for Hospice and Palliative Care Month</p>
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Summary:
 In support of Hope West/Hospice Mayor Bachran proclaims November hospice and palliative care month and encourages everyone to participate and support hospice services in a safe manner.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

HOPEWEST DELTA COUNTY

State of Colorado

PROCLAMATION

WHEREAS, For more than 25 years, HopeWest has been Delta County's community-owned, nonprofit organization where people turn when facing life's most difficult times; and

WHEREAS, As a nationally recognized hospice, palliative care, adult bereavement, and children's bereavement program, HopeWest provides care to more than 350 individuals each year. With every year, the need for HopeWest services are growing; and

WHEREAS, Every citizen can play a role in helping your neighbors by supporting the mission of HopeWest through volunteer service and gifts; and

WHEREAS, This public declaration celebrates our community's unique spirit of helping each other every day and honors the compassion of the many nursing assistants, social workers, chaplains, physicians, counselors, registered nurses, and volunteers at HopeWest; and

WHEREAS, Hospice and Palliative Care Month presents a unique opportunity to increase awareness of these programs and honor all who make them possible.

NOW, THEREFORE, I, Mary Bachran, by the power vested in me as Mayor of the Town of Paonia, do hereby proclaim November 2020 as

"HOSPICE AND PALLIATIVE CARE MONTH"

in the Town of Paonia and ask that the City Council encourage the support and participation of friends, neighbors, colleagues and fellow citizens in hospice activities and programs now and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the Town of Paonia this 10th day of November 2020.

Mary Bachran, Mayor

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 10/15/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:14:02	Traffic Stop	Samuel Wade RD., Paonia, CO	PPD	PPD	CIT
16:33:50	AGENCY ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
18:10:38	Intoxication	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 10/16/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:41:47	HARASSMENT	GRAND AVE, Paonia, CO	PPD	PPD	
18:05:04	ALARM	2ND ST, Paonia, CO	PPD	PPD	
18:14:10	Medical/transfe	BOX ELDER AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 10/17/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:12:13	Traffic Stop	Samuel Wade RD., Paonia, CO	PPD	PPD	CIT
16:48:57	ALARM	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 10/18/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
22:19:59	CITIZEN ASSIST	ONARGA AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 10/19/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:17:41	ANIMAL CONTROL	GRAND AVE, Paonia, CO	PPD	PPD	
17:14:38	Noise Complaint	4TH STREET, Paonia, CO	PPD		UNF
Total Incidents for this Date: 2					

Date Occurred: 10/20/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
18:18:00	911/hangup	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
19:44:24	SUSPICIOUS	2ND ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 10/21/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:32:00	Medical/transfe	MAIN AVE, Paonia, CO	PPD	PPD	
19:57:53	Traffic Stop	2ND ST, Paonia, CO	PPD	PPD	
21:04:16	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	VW
21:23:44	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	VW
21:32:18	Traffic Stop	3RD ST, Paonia, CO	PPD	PPD	VW
21:54:43	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	VW

Total Incidents for this Date: 6

Date Occurred: 10/23/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:32:35	Disturbance	GRAND AVE, Paonia, CO	PPD	PPD	
12:31:38	ANIMAL CONTROL	PAN AMERICAN AVE, Paonia, CO	PPD	PPD	CIT
18:41:17	ANIMAL CONTROL	SAMUELWADE RD, Paonia, CO	PPD	PPD	
22:57:07	Traffic Stop	2ND St, Paonia, CO	PPD	PPD	VW

Total Incidents for this Date: 4

Date Occurred: 10/24/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
02:46:44	911/hangup	MAIN AVE, Paonia, CO	PPD	PPD	
08:31:14	ANIMAL CONTROL	Pan American AVE., Paonia, CO	PPD	PPD	CIT
12:40:48	AGENCY ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
15:04:19	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	CIT
16:01:57	Medical/transfe	2ND ST, Paonia, CO	PPD	PPD	
18:53:00	AGENCY ASSIST	HWY 133, Paonia, CO	PPD	DIST3	

Total Incidents for this Date: 6

Date Occurred: 10/25/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:28:55	ANIMAL CONTROL	4th St., Paonia, CO	PPD	PPD	CIT

Total Incidents for this Date: 1

Date Occurred: 10/26/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:12:55	WELFARE CHECK	POPLAR AVE, Paonia, CO	PPD	PPD	
14:52:36	TrafficAccident	Samuel Wade RD., Paonia, CO	PPD	PPD	
15:12:42	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
15:49:09	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 4

Date Occurred: 10/27/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:49:59	TrafficAccident	2ND STREET, Paonia, CO	PPD	PPD	CIT
21:47:40	Traffic Stop	MAIN AVE, Paonia, CO	PPD	PPD	VW

Total Incidents for this Date: 2

Date Occurred: 10/28/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:29:40	Traffic Stop	Box Elder Avenue, Paonia, CO	PPD	PPD	CIT
19:06:30	AGENCY ASSIST	HIGHWAY 133, Paonia, CO	PPD	DIST3	
19:20:35	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	VW
19:27:06	Traffic Stop	Samuel Wade Road, Paonia, CO	PPD	DIST3	VW
20:24:47	Traffic Stop	2ND ST, Paonia, CO	PPD	PPD	VW

Total Incidents for this Date: 5

Date Occurred: 10/29/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:36:04	911/hangup	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 10/30/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:58:58	911/hangup	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Total reported: 43

CIT-8, UNF-1, VW-9

Report Includes:

All dates between `00:00:01 10/15/20` and `00:00:01 10/31/20`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

AGENDA SUMMARY FORM

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

AGENDA SUMMARY FORM

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

FSBC OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		186,046.92
ACCOUNTS PAYABLE	10/09/20-10/23/20	(79,304.20)
TRANSFER TO SUMMIT	APPROVED 09/22/20	(50,000.00)
CHASE CREDIT CARD	10/23/2020	(4,525.12)
TRANSFER TO PAYROLL	10/9/2020	(18,951.37)
PAYROLL TAXES	10/9/2020	(8,775.24)
BALANCE AFTER PAYMENT		24,490.99

1
CB

FSBC SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		334,968.69
TRANSFER FROM OPS		50,000.00
CURRENT FSBC PAYROLL BALANCE		25.00
TRANSFER FROM OPS		18,951.37
PAYROLL (DIRECT DEPOSIT)	10/9/2020	(18,951.37)
BALANCE AFTER PAYMENT		384,993.69

1
1
CB

FSBC INTERNAL GRANT BALANCE		
BALANCE		33,521.84
TRANSFER TO COLOTRUST	APPROVED 06/23/20-APPROVED 10/27/20	(454.96)
TRANSFER TO COLOTRUST	S.LOAN RESERVE-APPROVED 05/26/20+10/27/20	(33,041.88)
CD TOTAL		25.00

3
4
CB

FSBC LOC BALANCE		
FSBC CD#1 @ 2.00%	GENERAL	255,051.53
FSBC CD#2 @ 0.55%	GENERAL-COLLATERAL FOR LOC	201,949.97
UBB CD#3 @0.35	SEWER LOAN RESERVES	140,314.88
TRANSFER FROM INT GRANT	APPROVED 10/27/20	454.96
TRANSFER FROM INT GRANT	APPROVED 10/27/20	33,041.88
TRANSFER FROM COLOTRUST	APPROVED 10/27/20	106,818.04
CD TOTAL		457,001.50
LOC(\$200,000)-RENEWED7/2020-9/2020	RENEWAL IN PROCESS FOR 9/2020-9/2021	-
BALANCE AVAILABLE SECURING LOC		457,001.50

3
4
5
CB

COLOTRUST		
TOTAL	GENERAL	532,033.52
TOTAL	SEWER PROPERTY	530,124.09
TOTAL	SEWER LOAN RESERVE	106,818.04
TOTAL	BRIDGE RESTRICTED	588,306.71

5

GRANT FUNDS IN PROCESS		
DOLA	GRAY&BLACK-MARIJUANA ENFORCEMENT	8,474.00
COLORADO GRAND	EHS CENTER	10,000.00
DOLA	ASSET INVENTORY	15,687.32
DOLA (ADMIN)	SYSTEM ANALYSIS	2,074.37
CDOT	REVITALIZING MAIN STREET	6,861.78
CVRG	COVID REIMBURSEMENT	10,299.06
GOCO	PARK PLANNING	5,128.50
TOTAL REQUESTED		17,761.69

R
R
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R
Q
P
P

R=RECEIVED Q=REQUESTED P=IN PROCESS

BANK BALANCES				
	FSBC	COLOTRUST	TOTAL	DESCRIPTION
AS OF: 11/05/2020				
GENERAL		532,033.52		COMBINED FUNDS
SEWER RESTRICTED		530,124.09		PROPERTY SALE-RESTRICTED
DEBT RESERVE		106,818.04		AMKO BOND REQUIRED RESERVE
BRIDGE RESERVE		588,306.71		BRIDGE RESERVE
CONS.TRUST	3,122.59			RESTRICTED TO PARK USE ONLY
GRANT PASS THRU	25.00			PLACE HOLDER-COMBINED FUNDS
INT GRANT	33,521.84			MOVING TO CD-AMKO BOND RESERVE
OPS	232,450.39			COMBINED FUNDS
PARK CONTRIBUTIONS	37,290.27			SPECIFIC PARK PROJECTS
PAYROLL	25.00			PLACE HOLDER-COMBINED FUNDS
SPACE-TO-CREATE	13,161.95			SPACE TO CREATE ONLY
SUMMIT	334,968.69			COMBINED FUNDS
WWTP	58,312.42			OLD SEWER REHAB ONLY
CD#2-402	201,949.97			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	255,051.53			COMBINED FUNDS
	1,169,879.65	1,757,282.36	2,927,162.01	

CASH POSITION				
	COMBINED	RESTRICTED	TOTAL	DESCRIPTION
AS OF: 11/05/2020				
GENERAL	532,033.52			
SEWER RESTRICTED		530,124.09		RESTRICTED TO SEWER CAPITAL PROJECT
DEBT RESERVE		106,818.04		RESTRICTED LOAN REQUIREMENT
BRIDGE RESERVE		588,306.71		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		3,122.59		RESTRICTED TO PARK CAPITAL PROJECT
GRANT PASS THRU	25.00			
INT GRANT		33,521.84		RESTRICTED LOAN REQUIREMENT
OPS	232,450.39			
PARK CONTRIBUTIONS		37,290.27		SPECIFIC PARK PROJECTS AS DONATED
PAYROLL	25.00			
SPACE-TO-CREATE		13,161.95		SPACE TO CREATE ONLY
SUMMIT	334,968.69			
WWTP		58,312.42		OLD SEWER REHAB ONLY
CD#2-402	201,949.97			
CD#3-2578	255,051.53			
	1,556,504.10	1,370,657.91	2,927,162.01	

Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
11/10/2020	1147	10-8 VIDEO-Digital	8755	7,999.95	.00	.00	7,999.95			CAR CAMERAS
11/10/2020	573	Alpine Fencing & S	25083	1,239.30	.00	.00	1,239.30			WATER SEWER
11/10/2020	573	Alpine Fencing & S	25162	917.60	.00	.00	917.60			FENCE REPAIRS
11/10/2020	654	Badger Meter, Inc.	80061688	780.00	.00	.00	780.00			ANNUAL FEE
11/10/2020	1141	BO JAMES NERLI	31962-31967	3,783.50	.00	.00	3,783.50			ATTORNEY
11/10/2020	14	Bolinger & Queen I	80904	2,225.00	.00	.00	2,225.00			2ND & GRAND STORM DRAIN
11/10/2020	21	Caselle, Inc	105647	989.00	.00	.00	989.00			MONTHLY SOFTWARE FEE
11/10/2020	673	City Of Grand Junc	2020-000762	125.00	.00	.00	125.00			SEWER SAMPLES
11/10/2020	1109	Cross-Connection	850938	340.00	.00	.00	340.00			BACKFLOW CERTIFICATON
11/10/2020	43	Delta Montrose Ele	11-2020-W	2,122.46	.00	.00	2,122.46			WATER+PARK+PHILL
11/10/2020	46	Dependable Lumb	2010-143409	1,272.26	.00	.00	1,272.26			MISC
11/10/2020	48	Don's Market	01-1017519	10.99	.00	.00	10.99			SHOP SUPPLIES
11/10/2020	48	Don's Market	01-1026013	21.86	.00	.00	21.86			MEETING SUPPLIES
11/10/2020	368	Double J Disposal	43129	61.00	.00	.00	61.00			CDOT GRANT
11/10/2020	50	Duckworks Auto P	11044-34652	61.72	.00	.00	61.72			TRACKHOE REPAIR
11/15/2020	56	Enterprise Fund/La	336417-3385	3,116.50	.00	.00	3,116.50			LANDFILL FEES
11/10/2020	822	Erica Ruth Hill	2020	1,423.84	.00	.00	1,423.84			PHILL TOWER RENT
11/10/2020	62	Feather Petroleum	5571214-502	1,310.21	.00	.00	1,310.21			FUEL
11/10/2020	1112	Forterra Pipe & Pr	GJ00006442	2,384.00	.00	.00	2,384.00			2ND & GRAND STORM DRAIN
11/10/2020	823	Gail Jean James	2020	1,423.84	.00	.00	1,423.84			PHILL TOWER RENT
11/10/2020	1136	Jennmar Services	839841	1,069.20	.00	.00	1,069.20			GENERAL LABORER
11/10/2020	1136	Jennmar Services	841049	975.65	.00	.00	975.65			GENERAL LABORER
11/10/2020	1148	Klazura, Anthony	CASHREC-A	49.59	.00	.00	49.59			REIMBURSEMENT
11/10/2020	482	Larry D Gillenwate	423069	150.73	.00	.00	150.73			CAR WASH
11/10/2020	98	Lasting Impression	25773	129.60	.00	.00	129.60			CDOT GRANT-BANNERS
11/10/2020	470	Leon, Susan	11012020-11	700.00	.00	.00	700.00			CLEANING CONTRACT
11/10/2020	103	Master Petroleum	CL-51238-IN	321.23	.00	.00	321.23			FUEL
11/10/2020	113	Munro Supply, Inc	424879	11.01	.00	.00	11.01			PUMP REPAIR
11/10/2020	141	North Fork Service	820472-8204	524.37	.00	.00	524.37			FUEL
11/10/2020	122	Paonia Auto Parts	370333-3713	761.52	.00	.00	761.52			MISC
11/10/2020	125	Paonia Farm & Ho	66291-69038	639.15	.00	.00	639.15			MISC
11/10/2020	499	Phonz +	10711	1,421.14	.00	.00	1,421.14			MONTHLY IT FEES
11/10/2020	737	Ricoh USA Inc	34168332	127.42	.00	.00	127.42			COPIER CONTRACT
11/10/2020	737	Ricoh USA Inc	5060669554	168.25	.00	.00	168.25			COPIER COPIES
11/10/2020	931	Roop Excavating L	1000	21,430.00	.00	.00	21,430.00			2ND & GRAND STORM DRAIN
11/10/2020	148	Safety-Kleen Corp	84576366	320.88	.00	.00	320.88			PARTS WASHER SERVICE
11/10/2020	861	The Paper-Clip LL	2038392-203	396.56	.00	.00	396.56			OFFICE SUPPLIES
11/10/2020	161	UNCC	220100969	53.64	.00	.00	53.64			LOCATES
11/10/2020	162	United Companies	1374543	187.15	.00	.00	187.15			ROAD BASE FOR PARKS
11/10/2020	162	United Companies	1375604	191.79	.00	.00	191.79			ROAD BASE FOR SEWER ROAD
11/10/2020	162	United Companies	1375682	195.48	.00	.00	195.48			2ND & GRAND
11/10/2020	162	United Companies	1375684	1,750.72	.00	.00	1,750.72			2ND & GRAND
11/10/2020	162	United Companies	1375980	8,556.00	.00	.00	8,556.00			2ND & GRAND
11/10/2020	162	United Companies	1375982	4,060.80	.00	.00	4,060.80			2ND & GRAND
11/10/2020	162	United Companies	1376248	619.66	.00	.00	619.66			STREET REPAIR
11/10/2020	181	Vandanacker, Marc	2020	1,423.84	.00	.00	1,423.84			PHILL TOWER RENT
11/10/2020	171	Weekender Sports,	38620-38960	921.42	.00	.00	921.42			WATER REPAIR
11/10/2020	171	Weekender Sports,	61654	59.99	.00	.00	59.99			CHAIN SAW REPAIR
11/10/2020	173	Western Implemen	IN04289	39.12	.00	.00	39.12			SEWER REPAIR
11/10/2020	491	Winwater Corp	056431-02	440.26	.00	.00	440.26			1MG BACKFLOW PARTS
Grand Totals:			50	79,304.20	.00	.00	79,304.20			



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Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

November 2020

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

New Balance
\$4,525.12
 Minimum Payment Due
\$45.00
 Payment Due Date
11/17/20



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

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Account Number	[REDACTED]
Previous Balance	\$2,050.99
Payment, Credits	-\$2,050.99
Purchases	+\$4,525.12
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$4,525.12
Opening/Closing Date	09/24/20 - 10/23/20
Credit Limit	\$45,000
Available Credit	\$40,474
Cash Access Line	\$2,250
Available for Cash	\$2,250
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

YOUR ACCOUNT MESSAGES

Your next AutoPay payment for \$4,525.12 will be deducted from your Pay From account and credited on your due date. If your due date falls on a Saturday, we'll credit your payment the Friday before.

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





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ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
10/16	AUTOMATIC PAYMENT - THANK YOU	-2,050.99
09/30	MESA COUNTY HEALTH 866-7566041 CO	✓ 40.00
10/21	SPRINT *WIRELESS 800-639-6111 KS CINDY JONES TRANSACTIONS THIS CYCLE (CARD 8901) \$1787.63- INCLUDING PAYMENTS RECEIVED	✓ 223.36
09/30	DIAMOND VOGEL PAINT #751 GRAND JUNCTIO CO	106.00
10/02	DIAMOND VOGEL PAINT #751 GRAND JUNCTIO CO	306.82
10/02	DIAMOND VOGEL PAINT #751 GRAND JUNCTIO CO TRAVIS LOBERG TRANSACTIONS THIS CYCLE (CARD 2935) \$2146.61	✓ 1,733.79
09/25	AMERICAS AUTO CARE MONT MONTROSE CO	136.18
09/30	BERG HARVEST MERCANTILE PAONIA CO	✓ 174.63
10/08	MONTROSE IMPLEMENT & MOTO MONTROSE CO	1,483.99
10/16	ZOOM.US 888-799-9666 CA CORINNE FERGUSON TRANSACTIONS THIS CYCLE (CARD 3742) \$1834.80	✓ 40.00
09/24	TACO HUT HOTCHKISS CO	✓ 25.05
10/20	Amazon.com*2T52H3JQ2 Amzn.com/bill WA NEIL FERGUSON TRANSACTIONS THIS CYCLE (CARD 3775) \$274.05	249.00
10/14	USPS PO 0769660541 PAONIA CO	✓ 2.20
10/20	USPS PO 0769660541 PAONIA CO TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 8181) \$3.80	✓ 1.60
10/22	FMCSA D&A CLEARINGHOUSE 202-366-0928 DC TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 4100) \$2.50	✓ 2.50

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

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

INTEREST CHARGES

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	13.24%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	24.99%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfer	13.24%(v)(d)	- 0 -	- 0 -

Employee Number	Name	85-00 Net Pay Emp Amt
1053	Beardslee, Dominic D	1,374.93
1024	Berger, Brian J	960.05
1052	Edwards, Roger	1,018.59
1002	Ferguson, J. Corinne	1,585.81
1020	Ferguson, Neil	1,967.40
1022	Hinyard, Patrick	1,185.21
1001	Jones, Cynthia	1,775.49
1005	Katzer, JoAnn	924.76
1050	Loberg, Travis	2,030.46
1055	McCallister, Johnathan M	1,353.98
1003	Mojarro-Lopez, Amanda	957.75
1023	Patterson, Taffine A	731.21
1054	Redden, Jordan	941.67
1051	Reich, Dennis	1,019.51
1021	Winnett, Lorin E	1,124.55
Grand Totals:		15 18,951.37

*10 PUL
11/3/2020*

Report Criteria:

Unpaid transmittals included
Begin Date: ALL
End Date: ALL

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
2							
2	IRS Tax Deposit		10/30/2020	74-00	Federal Tax Deposit Social Security	10-0216	1,095.48
2	IRS Tax Deposit		10/30/2020	74-00	Federal Tax Deposit Social Security	10-0216	1,095.48
2	IRS Tax Deposit		10/30/2020	75-00	Federal Tax Deposit Medicare Pay P	10-0216	368.05
2	IRS Tax Deposit		10/30/2020	75-00	Federal Tax Deposit Medicare Pay P	10-0216	368.05
2	IRS Tax Deposit		10/30/2020	76-00	Federal Tax Deposit Federal Withhold	10-0216	1,874.77
Total 2:							4,801.83
4							
4	Aflac		10/30/2020	63-01	Aflac Pre-Tax Pay Period: 10/30/2020	10-0225	120.18
4	Aflac		10/30/2020	63-02	Aflac After Tax Pay Period: 10/30/2020	10-0225	24.90
Total 4:							145.08
6							
6	Colorado Dept of Labor		10/02/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	79.57
6	Colorado Dept of Labor		10/16/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	82.58
6	Colorado Dept of Labor		10/30/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	80.42
Total 6:							242.57
9							
9	Colorado Dept of Revenue		10/30/2020	77-00	State Withholding Tax Pay Period: 10/	10-0217	817.00
Total 9:							817.00
31							
31	Mutual of Omaha		10/30/2020	51-01	Group# MOORetirement Plan Pay P	10-0220	397.87
31	Mutual of Omaha		10/30/2020	51-01	Group# MOORetirement Plan Pay P	10-0220	943.35
31	Mutual of Omaha		10/30/2020	51-02	Group# MOO Loan Payment Pay Pe	10-0220	895.38
Total 31:							2,236.60
33							
33	FPPA - Fire & Police Pensi		10/30/2020	50-00	FPPA Pay Period: 10/30/2020	10-0219	876.37
33	FPPA - Fire & Police Pensi		10/30/2020	50-00	FPPA Pay Period: 10/30/2020	10-0219	637.36
33	FPPA - Fire & Police Pensi		10/30/2020	90-00	Death & Disability Pay Period: 10/30/	10-0219	223.08
Total 33:							1,736.81
70							
70	Rocky Mountain HMO		10/30/2020	60-01	RMHMO - Employee Only Pay Period	10-0223	252.84
70	Rocky Mountain HMO		10/30/2020	60-01	RMHMO - Employee Only Pay Period	10-0223	4,158.60
70	Rocky Mountain HMO		10/30/2020	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	104.00
70	Rocky Mountain HMO		10/30/2020	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	565.83
70	Rocky Mountain HMO		10/30/2020	60-03	RMHMO - Employee + Family Pay Pe	10-0223	405.59
70	Rocky Mountain HMO		10/30/2020	60-03	RMHMO - Employee + Family Pay Pe	10-0223	4,158.59
70	Rocky Mountain HMO		10/30/2020	60-04	RMHMO - Vision Pay Period: 10/30/2	10-0223	48.83
70	Rocky Mountain HMO		10/30/2020	60-07	RMHMO - Employee + Spouse Pay P	10-0223	163.98
70	Rocky Mountain HMO		10/30/2020	60-07	RMHMO - Employee + Spouse Pay P	10-0223	722.02

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Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
Total 70:							10,578.28
71							
71	The Harford		10/30/2020	65-01	Group#013307460001 Hartford Basic	10-0226	27.56
71	The Harford		10/30/2020	65-02	Group#013307460001 Hartford Suppl	10-0226	31.80
71	The Harford		10/30/2020	65-03	Group#013307460001 Hartford Disab	10-0226	110.80
Total 71:							170.16
73							
73	Delta Dental of Colorado		10/30/2020	60-05	Dental RMHMO - Dental Pay Period:	10-0223	328.54
Total 73:							328.54
75							
75	VSP Insurance CO (CT)		10/30/2020	60-04	RMHMO - Vision Pay Period: 10/30/2	10-0223	71.07
Total 75:							71.07
Grand Totals:							21,125.94

MO.

MO.

MO.

MO.

J. Dave 11/3/2020

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

003

4,801.83+

2,236.60+

1,736.81+

8,775.24*

AGENDA SUMMARY FORM

	Charter Communication Franchise Agreement Update
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Summary:
 Review and update of the Towns existing franchise agreement with Charter Communications.

Notes:

The last review and update to the cable franchise agreement was in 2012 with Bresnan Communications. Currently Charter Communications owns the cable company and is the party the Town and Town attorney have been working with regarding the agreement update.

There are several minor updates throughout the document, but the primary area I want to bring to the attention of the Board is page 8, Section 10 10.1 Franchise Fee. The Town currently collects 3% of the annual gross revenue per the 2012 agreement. The Town has the right to collect up to 5%. Currently the Town collects approximately \$350 in franchise fees annually – based on the reported gross revenue collected by Charter - \$11,700. An increase to 5% will increase the fees collected to \$585. Franchise fees are collected in an attempt to offset costs of infrastructure disturbance. Charter is in the process of updating infrastructure throughout Town and the surrounding areas in an attempt to increase services available in the area.

Cable franchise payments are allocated to Streets repairs and maintenance in the budget.

Reminder: An increase to the franchise fee is passed on by Charter to the customer.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Paonia, Colorado, a Colorado Statutory Town, hereinafter referred to as the “Grantor” and Spectrum Pacific West, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor does not dispute that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, the Grantor shall comply with the generally applicable and non-discriminatory provisions Town of Paonia Municipal Code, and applicable state statute in adopting this Franchise; and

WHEREAS, this is not a franchise pursuant to C.R.S. § 31-32-101; and

WHEREAS, the Grantor has the authority to enter into this Agreement pursuant to the authority granted to it under C.R.S. § 31-15-101 et. seq..

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the Town of Paonia Board of Trustees.

- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the municipal boundaries of the Town of Paonia, including any alterations to the Town boundary by annexation, de-annexation, or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, actually received by the Grantee from Subscribers residing in within the Franchise Area for Cable Service purchased by Subscribers provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Colorado.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses

now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law. This Franchise and the right to use and occupy said Streets shall not be exclusive, and the Grantor reserves the right to grant the use of said Streets to any Persons during the period of this Franchise.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor’s lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor’s use of the Cable System.

Notwithstanding the foregoing indemnification, neither the Grantor nor Grantee does not waive any rights under the statutes and constitution of the State of Colorado or the United States except as otherwise specifically set forth herein.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers’ Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty-five (35) residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

6.5 Service Standards. Upon reasonable request of the Grantor, not more than once annually and subject to applicable confidentiality protections, Grantee shall meet with Grantor to review maps showing the location of Grantee's Cable Systems within the Town of Paonia.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee, or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. Trimming activities shall at all times be done with care and commonly accepted methods for protection of the trees and public safety during and after the trimming.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee’s ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise

or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat

as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13 **Enforcement or Revocation**

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or

- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14 **Miscellaneous Provisions**

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

14.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical

difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee’s Franchise shall be deemed so modified thirty (30) days after the Grantee’s initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee’s option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

14.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

14.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Paonia, Colorado
Town Administrator
214 Grand Avenue
Paonia, Colorado 81428
Email: corinne@townofpaonia.com

Copy to: Bo James Nerlin
 Devor & Plumhoff
 130 N. Park Ave.
 Montrose, CO 81401
bo@coloradowestlaw.com

Grantee: John Lee
 Senior Manager, Government Affairs
 6399 S. Fiddler's Green Circle, 2nd Floor
 Greenwood Village, Colorado 80111
 Email: John.L.Lee@Charter.com

Copy to: Charter Communications
 Attn: Vice President, Government Affairs
 12405 Powerscourt Drive
 St. Louis, MO 63131

14.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

14.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.13 No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Signatures on next page.

Considered and approved this ___ day of _____, 20_____.

Town of Paonia, Colorado

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 20_____, subject to applicable federal and State law.

Spectrum Pacific West, LLC . By:
Charter Communications, Inc., Its
Manager

Signature: _____

Name/Title: _____

AGENDA SUMMARY FORM

	<p>CIRSA - Excess Crime 2021 Renewal Quote</p>
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Summary: Included in the packet is the annual renewal quote for the excess crime 2021 coverage.

Notes:

The standard insurance carried by CIRSA for the Town includes up to \$150,000 for employee dishonesty (embezzlement included), forgery, fraud, counterfeiting, etc. Typically, the Town renews the ad-on coverages if the change in costs is minor. Due to a change in how rates are determined the cost to continue excess crime coverage as carried in previous years (\$500,000) is an increase from \$255 to \$400.

Other options:

Discontinue the optional coverage at a savings of \$255 a year
 Continue with additional \$500,000 policy - \$400 a year (included in proposed budget)
 Increase coverage to \$2,000,000 policy - \$825 a year
 Increase coverage to \$5,000,000 policy - \$1,700 a year

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

**2021 EXCESS CRIME COVERAGE
NOTICE OF ACCEPTANCE/REJECTION OF QUOTATION**

The Town of Paonia

- does wish to purchase a limit of \$500,000 in Excess Crime coverage for the annual premium of \$ **400.00**.
- does wish to purchase a limit of \$2,000,000 in Excess Crime coverage for the annual premium of \$ **825.00**.
- does wish to purchase a limit of \$5,000,000 in Excess Crime coverage for the annual premium of \$**1,700.00**.
- does not wish to purchase Excess Crime coverage at this time. We understand this declination means that we will not be eligible to join this program again until 2022.

Signature: _____

Title: _____

Date: _____

**Signature must be that of the Mayor, Manager, Clerk, or equivalent
(such as President of a Special District).**

This is NOT a bill. An invoice will be sent January 1, 2021.

2021 EXCESS CRIME COVERAGE PLAN (Optional)

Coverage: Employee Dishonesty including Faithful Performance of Duties Coverage, Money and Securities (Loss Inside/Outside the Premises) Coverage, Forgery or Alteration Coverage, Computer Fraud Coverage, Funds Transfer Fraud Coverage, Impersonation Fraud Coverage and Money Orders and Counterfeit Paper Currency Coverage.

Limits: Members have the option of selecting limits of \$500,000 per occurrence, \$2,000,000 per occurrence, or \$5,000,000 per occurrence.*

** For members who have experienced claims that have been reported to AIG in the past few years, the maximum 2021 limit being offered by AIG is \$2,000,000.*

<u>Sublimits</u>	<u>\$500,000 Policy</u>	<u>\$2,000,000 Policy</u>	<u>\$5,000,000 Policy</u>
Impersonation Fraud	\$100,000	\$100,000	\$100,000
Credit, Debit or Charge Card Forgery	\$500,000	\$1,000,000	\$2,500,000
Prior Theft or Dishonesty	\$25,000	\$25,000	\$25,000

Employee Dishonesty including Faithful Performance of Duties: Loss or damage to money, securities, and property other than money and securities resulting directly from a dishonest act committed by an employee or from the failure of an employee to perform duties faithfully or account for monies and property received.

Loss Inside Premises: Loss of money or securities or property other than money or securities from theft, disappearance, robbery or destruction within the entity's premises or banking premises.

Loss of, and loss from damage to, a locked safe, vault, cash register, cash box, or cash drawer located in the premises resulting directly from an actual or attempted theft of or unlawful entry into those containers.

Loss from damage to any of the premises or its exterior resulting directly from an actual or attempted theft of money or securities.

Loss Outside Premises: Loss of money and securities of the entity from theft, disappearance, robbery or destruction outside the premises in the care and custody of a messenger, custodian, or any armored vehicle company.

Forgery or Alteration: Loss resulting from forgery or alteration of any checks, drafts, promissory notes, or similar written promises, orders or directions to pay a certain sum in money.

- Computer Fraud: The theft of money and securities following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the entity's premises to a person or place outside the premises.
- Funds Transfer Fraud/ Impersonation Fraud: Loss resulting from loss of "funds" resulting directly from a fraudulent instruction to transfer, pay or deliver funds from your transfer account. Loss resulting from loss of "funds" resulting directly from a "fraudulent instruction" or receipt of a "fraudulent instruction" from a purported vendor, which advises you that the vendor's bank account information has been changed and you suffer a loss of "funds". Please note sublimit for Impersonation Fraud on the first page of this document.
- Money Orders/ Counterfeit Paper Currency: Loss due to nonpayment upon presentation of any money order issued by any post office or express company which the entity accepted in good faith in exchange for merchandise, money or services.
- Loss due to the entity's good faith acceptance of counterfeit United States currency, during the regular course of business.

Claims: AIG is handling the processing of claims. Claims should be reported in one of the following manners:

Send Notification of Loss in a formal letter indicating the Who, What, When and Where of the claim to:

Mail: AIG
175 Water Street
New York, NY 10036
Phone: (212) 458-1050
Fax: (212) 458-1048

This information is provided only as a general summary of the coverages that apply or are available to CIRSA members. All coverages are governed by the terms, conditions, exclusions, and limits stated in the applicable coverage documents. **This summary should not be relied on as a substitute for review of those documents.**

AGENDA SUMMARY FORM

	Public Water System Sanitary Survey Results & Resolution Schedule
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Summary:
 Included in the packet for review is the results and resolution schedule for the water system sanitary survey inspection.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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



COLORADO
Department of Public Health & Environment

October 8, 2020

Ms. Corinne Ferguson
Town of Paonia
PO Box 460
Paonia, CO 81428

Subject: Sanitary Survey of Town of Paonia
Public Water System Identification (PWSID) No. CO0115601
Delta County

Dear Ms. Ferguson:

A sanitary survey was performed on September 10, 2020 by the Field Services Section of the Colorado Department of Public Health & Environment’s Water Quality Control Division (the department) at Town of Paonia (the supplier) in accordance with *the Colorado Primary Drinking Water Regulations, 5 CCR 1002-11* (Regulation 11), Sections 11.38(1)(b) and 11.38(2). This letter serves to provide the supplier with written notification of the sanitary survey findings, including any identified significant deficiencies and violations of Regulation 11. The assistance provided was very helpful and is greatly appreciated. Table 1 identifies the parties present during the sanitary survey.

Table 1: Parties Present

Name	Organization
Travis Loberg	Town of Paonia
Tyson Ingels, PE	Colorado Department of Public Health & Environment
Aspen Coombs, PE	Colorado Department of Public Health & Environment

In response to this letter, the supplier must provide a written response, documenting resolution of all significant deficiencies and violations, and/or propose a corrective action plan with a corrective action schedule, as required by Regulation 11, Section 11.38(3)(d,f). Also, for findings that are violations of Regulation 11, the supplier must comply with the public notification requirements described in Section VI, below. The supplier’s written response is due within forty-five (45) days. If a corrective action plan is proposed, it must outline the course of action that has been or will be taken and the date(s) of the completed corrective action(s) and/or the date(s) by which the supplier proposes to correct each significant deficiency and violation of Regulation 11. Table 2 summarizes the number of findings and the required written response and resolution dates.

Table 2: Sanitary Survey Findings

Severity Category	Number Identified	Written Response Due (within 45 days of letter date)	Resolution Due (within 120 days of letter, or department-approved alternate date)	Public Notice Required (Violations of Regulations 11)
Significant Deficiencies	6	November 22, 2020	February 5, 2021	Not required
Violations	3	November 22, 2020	February 5, 2021	Required
Observations - Recommendations	2	No response required	Not applicable	Not applicable



Failure to adequately address all significant deficiencies referenced above may result in additional violations of Regulation 11. A list of the findings for each category in Table 2 can be found in the following sections:

Section I: Significant Deficiencies

According to Regulation 11, Section 11.3(72), a significant deficiency means:

any situation, practice, or condition in a public water system with respect to design, operation, maintenance, or administration, that the state determines may result in or have the potential to result in production of finished drinking water that poses an unacceptable risk to health and welfare of the public served by the water system.

The items in this category are significant deficiencies. Please direct questions regarding resolution of the following items to the department inspector.

1. T901 - Treatment: Clock YWTP01 (SDWIS ID: 002)

Cross Connection: Uncontrolled cross connection that may allow contamination to enter drinking water.

In accordance with Regulation 11, Section 11.39(3)(b), suppliers of water are prohibited from installing or permitting any uncontrolled cross connections within a supplier's treatment waterworks. Unprotected cross connections present potential sanitary hazards and health risks, which meet the definition of a significant deficiency as defined in Regulation 11, Section 11.3(72), and must be corrected. At the time of the sanitary survey, the department inspector identified an inadequately controlled cross connection where a dual check valve was installed on the chemical clean in place (CIP) makeup water line (see Attachment 1). This is considered an uncontrolled cross connection. It appeared that the connection was not previously identified or surveyed by the supplier as part of the backflow prevention and cross-connection control program.

In accordance with Regulation 11, Section 11.39, the supplier must control or remove this cross connection to prevent the potential backflow of the identified contaminant from entering the distribution system. In order to correct this deficiency, the supplier must install an appropriate backflow prevention assembly at the location which prevents backflow into the treatment waterworks or remove the identified cross connection within one hundred twenty (120) days of this letter or according to a department approved alternative schedule.

The supplier is expected to submit a photograph of the installed backflow prevention assembly to the department inspector. If a backflow assembly is installed, a copy of the test report from a Certified Cross-Connection Control Technician must also be provided to the inspector. If the supplier chooses to remove the identified cross connection, please submit a photograph demonstrating removal. If the supplier suspends service to the connection, please submit a statement certifying the suspension, including the effective date, to the inspector.

If the cross connection is not controlled within one hundred twenty (120) days of the date of this letter or in accordance with a department approved compliance schedule, a violation may have occurred which may require a Tier 2 public notice.

2. T119 - Treatment: Clock YWTP01 (SDWIS ID: 002)

Proper Operation: Surface water or ground water under the direct influence (GWUDI) of surface water treatment operational practices. Regulation 11, Section 11.8(1)(b) and CDPHE-WQCD Policy 4.

During the sanitary survey, the department inspector discussed the surface water/GWUDI treatment process with the supplier's certified operator. The treatment and disinfection processes consist of prefiltration with Strainrite bag filters followed by three Pall membrane filtration skids. This water treatment facility has not been used in several years (since 2014) and therefore not all operational specifics were apparent at the time of inspection. Specifically, the supplier was not completely sure how the Pall skid pressure decay test worked. Also, it was not evident from visually tracing pipes whether a block and bleed assembly is installed for preventing backflow during a Clean in Place (CIP) as described in the department's April 17, 2019 [general acceptance](#) of the Pall Corporation Microza Membrane Modules. In fact, it appeared there is no block and bleed assembly installed for when a CIP is occurring.

The uncertainty around both the Pall pressure decay testing (and associated protocols and records) as well as whether the skids had adequate block and bleed protection for the finished water during CIP constitutes a significant deficiency as defined in Regulation 11, Section 11.3(72) and must be corrected. To resolve this significant deficiency, the department expects the supplier to provide detailed operational procedures for both the Pall membrane integrity testing as well as the CIP. If adequate block and bleed does not exist, the department expects the supplier to install it and provide photographic evidence of the installation for all three membrane skids.

3. T119 - Treatment: Lamborn Mesa Upper WTP (SDWIS ID: 001)

Proper Operation: Surface water or ground water under the direct influence (GWUDI) of surface water treatment operational practices. Regulation 11, Section 11.8(1)(b) and CDPHE-WQCD Policy 4.

During the sanitary survey, the department inspector discussed the surface water/GWUDI treatment process with the supplier's certified operator. The treatment and disinfection processes consist of prefiltration followed by two Pentair X-Flow ultrafiltration skids. The department understands that the supplier has not needed to perform a CIP on this water plant since the plant was commissioned due to the fact that the raw water is relatively clean and does not appear to substantially irreversibly foul the membranes over time. Regardless, during a CIP, should one eventually be run, the department expects that the finished water would be protected via a block and bleed assembly as referenced in the department's May 23, 2014 [Acceptance](#) of the Pentair X-Flow filter technology. In the 2014 letter, valves 6A, 6B, and 6C should function as a block and bleed with the operator able to verify no flow.

Inability to locate a block and bleed assembly on the filter effluent line of a membrane skid constitutes a significant deficiency as defined in Regulation 11, Section 11.3(72) and must be corrected. To resolve this significant deficiency, the department expects the supplier to verify whether the photograph represented in Attachment 2 is a photo of valves 6A, 6B, and 6C, or provide photographic evidence the block and bleed had been located. Further, the supplier must verify the protocol for how the operator would verify no flow if those valves were configured in block and bleed mode. If the valves identified in Attachment 2 are the block and bleed, a section of solid waste pipe will need removed so the operator can verify no flow from the bleed line (the supplier may replace with a portion of transparent pipe).

4. F310 - Finished Water Storage: 2 Mg Tank (SDWIS ID: 045)

Storage Condition: The condition of the storage structure may allow potential sources of contamination to enter the tank.

At the time of the sanitary survey, the department inspector observed a manhole which the supplier indicated contained the overflow pipe with a duckbill valve. Due to the condition of the day and the fact that the supplier didn't have equipment for removing the manhole cover, visual verification of the duckbill valve did not take place. The supplier intended to get a photograph to the inspector, but to date one has not been received. Thus, the inspector was not able to verify the overflow was properly protected. Should the overflow be unprotected; this condition could allow the entrance of contaminants such as insects, birds, and small animals into the tank. Maintaining a tank in a manner that may allow for potential contamination of potable water presents a risk to public health, which meets the definition of a significant deficiency as defined in Regulation 11, Section 11.3(72) and must be corrected. In accordance with Section 7.0.3 of the Colorado Design Criteria for Potable Water Systems, the supplier must submit photographic evidence of the properly protected overflow, or install proper protection on the overflow and provide photos to the department inspector upon completion.

5. F310 - Finished Water Storage: 0.5 Mg Tank (SDWIS ID: 043)

Storage Condition: The condition of the storage structure may allow potential sources of contamination to enter the tank.

At the time of the sanitary survey, the department inspector observed that the 0.5 MG tank had been abandoned for over 10 years but had only been valved-off from the distribution system. When a tank is abandoned and inactivated, the department requires the tank to be physically removed from the distribution system by more than a valve being closed (see attachment 3). This condition could allow the entrance of contaminants back into the distribution system. Failure to disconnect this tank presents a risk to public health,

which meets the definition of a significant deficiency as defined in Regulation 11, Section 11.3(72) and must be corrected. To resolve this significant deficiency, please submit photographic evidence that the tank is disconnected to the department inspector upon completion.

6. R514 - Monitoring & Recordkeeping and Data Verification:

Sample Sites Not Representative: Sample site location not representative.

Regulation 11, Section 11.16(3) (Revised Total Coliform Rule) requires the supplier to develop a written sampling plan that identifies routine total coliform sample sites that are representative of water throughout the distribution system and requires the supplier to collect samples according to the written sample siting plan. At the time of the sanitary survey the inspector observed that the supplier had been performing total coliform sampling, however it was not apparent how well spread out the samples were given the 7 pressure zones throughout the distribution system. The supplier intended to develop a map showing the pressure zones and sampling locations, but to date, the supplier has not provided that schematic so the inspector for further evaluation whether the sampling is sufficiently distributed to be fully representative of distribution system.

This condition is a potential risk to public health, which meets the definition of a significant deficiency as defined in Regulation 11, Section 11.3(72) and must be corrected. To resolve this significant deficiency, the supplier must provide a map of the distribution system zones and corresponding bacterial sampling locations in accordance with Regulation 11 and submit a written response to the inspector including the diagram of the system with the sampling locations indicated. The supplier must also update the sample locations in their monitoring plan and submit a copy of the updated plan to the department. The monitoring plan templates are available at: <https://www.colorado.gov/cdphe/monitoringplans> .

Section II: Violations

The items in this category are violations of Regulation 11. Violations remain open until the supplier demonstrates the violations area resolved. Please direct questions regarding resolution of the following items to the department inspector.

1. R520 - Monitoring & Recordkeeping and Data Verification:

Record Keeping (T3): Supplier did not maintain records according to the minimum requirements specified in Regulation 11. This is a violation of Regulation 11, Section 11.36(3)(b).

At the time of the sanitary survey, the supplier stated that entry point chlorine residual was being measured on a continuous basis, however, there were limited records of the monitoring results available for review due to a previous employee removing them. Regulation 11, Section 11.8 requires systems to monitor the residual disinfectant concentration at each entry point continuously while water is being supplied to the public from that entry point. Regulation 11, Section 11.36, Recording Keeping Requirements requires the supplier to maintain, for at least five years, for each minimum residual disinfection concentration technique requirement sample collected including the date, place, time of sample collection, and the name of the person(s) who collected and analyzed the sample; the analytical technique/method used; and the result of the analysis. Not meeting the recording keeping requirements is a violation of Regulation 11, Section 11.36. To resolve this violation, the supplier is expected to submit a written response to the inspector including one month of residual disinfectant concentration results for the entry point location. This violation of Regulation 11 requires Tier 3 public notice in accordance with Regulation 11, Section 11.33 (Public Notification Rule) as directed in the public notice instructions section below.

2. R531 - Monitoring & Recordkeeping and Data Verification:

Disinfectant Monitoring Equipment Verification (T3): Supplier was not using an EPA accepted test method, using an expired or incorrect DPD reagent or not verifying or operating disinfectant monitoring analytical equipment in accordance with manufacturer requirements. This is a violation of Regulation 11, Section 11.46.

At the time of the sanitary survey, the supplier was verifying the online chlorine analyzer with a handheld Hach Pocket Colorimeter and using a DPD dispenser. The DPD dispenser contained expired DPD reagents for the Hach Pocket Colorimeter, but the continuous chlorine analyzer had proper reagent. Not properly operating and maintaining disinfection monitoring analytical equipment in accordance with manufacturer recommendations is

a violation of Regulation 11, Section 11.46. To provide evidence of the resolution, the supplier is required to submit documentation demonstrating that the correct DPD chlorine reagent is being used for residual disinfectant monitoring including photographs of the reagent.

This violation of Regulation 11 requires Tier 3 public notice in accordance with Regulation 11, Section 11.33 (Public Notification Rule) as directed in the public notice instructions section below.

3. M613 - Management:

Failure to Complete an Annual Backflow Report (T3): Supplier failed to develop a written annual BPCCC program report. This is a BPCCC violation of Regulation 11, Section 11.39(6)(b)(iii).

In accordance with Regulation 11, Section 11.39(4), suppliers of water must complete an annual written backflow prevention and cross-connection control (BPCCC) program report. At the time of the sanitary survey, the department inspector found that the supplier had a written program report for calendar year (2019) but it was incomplete and did not contain all the requirements as specified under Regulation 11, Section 11.39(4)(a), which constitutes a BPCCC violation of Regulation 11, Section 11.39(6)(b)(iii). The department expects that the supplier explain in detail the list of the 40 cross connections identified in the 2019 report (address or where they are in your system).

This violation of Regulation 11 requires Tier 3 public notice in accordance with Regulation 11, Section 11.33 (Public Notification Rule) as directed in the public notice instructions section below.

Section III: Observations/Recommendations

The department recommends the supplier follow-up and consider the following observations-recommendations. Please direct questions regarding any of the items below to the department inspector.

1. T995 - Treatment: Clock YWTP01 (SDWIS ID: 002)

Other Treatment Observations: Department inspector identified treatment observation.

During the sanitary survey, the supplier explained that the Clock WTP will be coming online in early 2021. The department inspector could not check all the operations of the Clock WTP due to the fact that the water plant's instrument control system (SCADA) needs to be completely rebuilt prior to the plant coming online. Please be in regular communication with the department as the schedule for bringing this water system online is updated and an actual start-date is selected. Please contact your compliance officer (found on the [department's webpage](#)) who is currently Alex Hawley (alex.hawley@state.co.us) for any questions regarding this plant coming online and appropriate reporting to the department.

2. O997 - Operator:

Other Operator Compliance Observations: Department inspector identified operator compliance observation.

Title 25 of the Colorado Revised Statutes (CRS), Article 9, requires that every drinking water facility and water distribution system be under the supervision of a certified operator, holding a certificate in a class equal to or higher than the class of the facility or system. In accordance with Regulation 100 (Water and Wastewater Facility Operators Certification Requirements), the supplier's water system is classified as a C drinking water treatment system and a 1 distribution system. At the time of the sanitary survey, the supplier and the department discussed that there are new facility classification requirements taking effect in March of 2021. Under the new classification requirements, the supplier's water system **will be classified as a B drinking water treatment system and a 3 distribution system**. The department recommends beginning to take the required testing soon to ensure that there is adequate certification when the facility classification changes. Application for certified operator examinations and other pertinent information can be obtained from the Colorado Certified Water Professionals (CCWP) program website at <http://www.colorado.gov/cdphe/ccwp-colorado-certified-water-professionals>. Please be sure to communicate to the department by December 31, 2020 if you intend to pursue an extension on the facility classification requirements. Additional information regarding the facility classification and possible site-specific extension can be found at <https://www.colorado.gov/pacific/cdphe/wq-reg100-facility-classification>.

Section IV: Wastewater Unpermitted Discharge

During the sanitary survey, the Department observed that the membrane backwash from the Lamborn Water Treatment Plant (001) is discharged into a ditch that is then used on a private property for irrigation (See Attachment 4). When discussing this issue, the supplier indicated that the department had previously communicated that no permit would be necessary for this use, but there does not seem to be documentation of that decision.

The system does not have a Colorado Discharge Permit System (CDPS) permit for the discharge. This could be an alleged violation of the Colorado Water Quality Control Act Section 25-8-501, C.R.S. which states in part that: *"No person shall discharge any pollutant into any state water from a point source without first having obtained a permit from the Department for such discharge, and no person shall discharge into a ditch or man-made conveyance for the purpose of evading the requirement to obtain a permit under this article."*

The department recommends contacting the Water Quality Control Division (WQCD) Permits Section at 303-692-3517 or contact Margo Griffin at margo.griffin@state.co.us within 45 days to clarify whether there are permitting requirements or not and receive a written determination. More information regarding industrial discharge permits is available on the WQCD web page at: <http://www.colorado.gov/cdphe/wqcd>.

Section V: Field Verification/Sampling

While performing the sanitary survey, the inspector performed water quality sampling for chlorine and turbidity. Table 3 indicates the results of the water quality sampling performed on-site.

Table 3: Sampling Results

Parameter	Sample Location	Value	Units	Notes
Entry Point Disinfectant Residual	Entry Point	1.35	mg/L	Operator measured 1.40 mg/L
Distribution System Disinfectant Residual	Bross Hotel	0.65	mg/L	
Turbidity	CFE	0.09	NTU	Online turbidimeter measured 0.01 NTU

Section VI: Public Notification Instructions for Violations

The public notice requirements are dependent upon the severity of the violation and any potential public health effects, pursuant to Regulation 11, Sections 11.33(1)(a,b), 11.33(2)(a), 11.33(3)(a) and 11.33(4)(a). All issued notifications must comply with the general content and distribution requirements and notice reporting requirements that are included in Regulation 11, Sections 11.33(5) and (6) and (7). Please be advised of the following:

1. For all violations that require Tier 2 public notice, the supplier must distribute the public notice as soon as possible but no later than **November 7, 2020** to all of the supplier's consumers. If the supplier posts the public notice, the notice must remain in place for as long as the violation persists or for seven days, whichever is longer. The supplier must repeat the distribution of the public notice every three months as long as the violation persists. If the violations remain unresolved and additional years of non-compliance occur, the supplier must continue to comply with the public notice requirements and update the public notice language to accurately reflect the period of non-compliance.
2. For all violations that require Tier 3 public notice, the supplier must distribute the public notice as soon as possible but no later than **October 8, 2021** to all of the supplier's consumers. If the supplier posts the public notice, the notice must remain in place for as long as the violation persists or for seven days, whichever is longer. The supplier must repeat the distribution of the public notice annually as long as the violation persists. If the violations remain unresolved and additional years of non-compliance occur, the supplier must continue to comply with the public notice requirements and update the public notice language to accurately reflect the period of non-compliance.

3. The public notice and certification template is provided at wqcdcompliance.com/forms under Public Notification.
4. No later than ten (10) calendar days after completing the initial and repeat public notice (if applicable), the supplier must submit a certification that states the supplier has fully complied with the public notice requirements. The supplier must include a representative copy of each distributed notice to the department.
5. The supplier's public notice and the certification form must be submitted to the department electronically through the drinking water portal at wqcdcompliance.com/login, by mail, or by fax at 303-758-1398 (attention to Tim Jones).

Please direct questions regarding the public notice requirements directly to Tim Jones at 303-692-2085 or timothy.jones@state.co.us.

Reminders

- Regulation 11, Section 11.4(1)(b) (Prior Approval Required) requires the department's approval prior to commencement of construction of any improvements, treatment process modifications, or the addition of new water sources.
- Most regulations, guidance documents, and forms are available on the department's website at <http://wqcdcompliance.com>.
- Regulation 11, Section 11.5 requires all suppliers of water to develop and implement a monitoring plan. A new version of the department's Monitoring Plan Template is now available at <https://www.colorado.gov/cdphe/monitoringplans>. For assistance developing or updating your monitoring plan, coaching assistance can be requested via the Local Assistance Unit website at <https://www.colorado.gov/pacific/cdphe/tools-drinking-water-facilities-managers>. The supplier is required to submit a copy of the updated plan via the department's online portal at <https://wqcdcompliance.com/login>. For portal support, please contact Kaleb Winisko at kaleb.winisko@state.co.us or 303-691-7803. The plan will then be reviewed by the Drinking Water Compliance Assurance Section. For questions regarding the Monitoring Plan requirements please contact the Compliance Assurance Section at 303-692-3556.
- In November 2018, the Water and Wastewater Facility Operators Certification Board updated and revised the criteria for facility classification in Regulation No. 100. These revisions are important because treatment and distribution/collection system classification establishes the minimum certification level for the operator in responsible charge (ORC). This may affect your facility's operator certification requirements. For existing facilities, the new criteria will be applied beginning March 1, 2021. For new facilities, or if your facility undergoes a design review by the department, the facility classification will be re-evaluated based on new criteria beginning March 1, 2019. More information is available at: www.colorado.gov/cdphe/wq-reg100-facility-classification.

Attached is a form that the supplier may use to document the required written response to this letter. While using this form is optional, it will fulfill the requirement to provide a written response if completed and submitted to the department by the written response due date listed above.

We would appreciate any feedback that you provide so that we can improve. Please take a few moments to complete [this survey](#).

If you have any questions, please contact me at (303) 692-3002 or tyson.ingels@state.co.us. Thank you for your time and cooperation.

Sincerely,

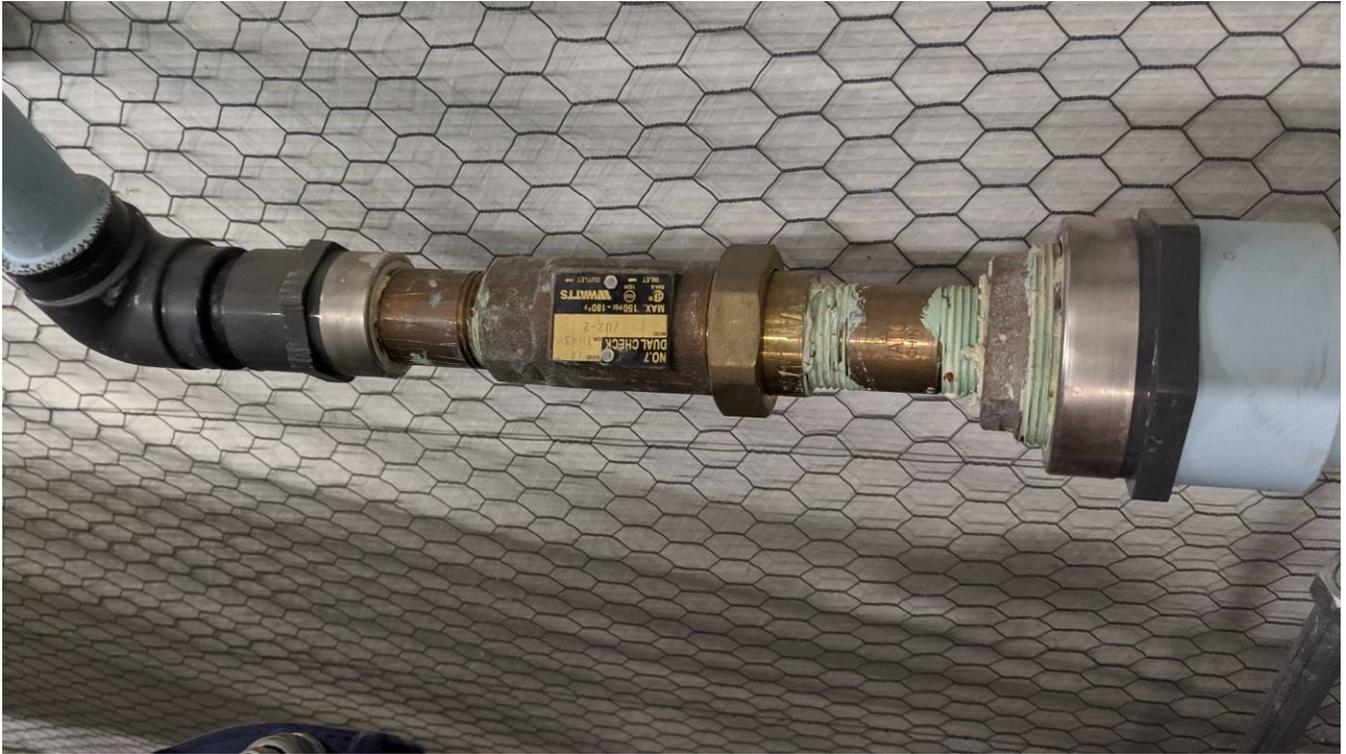
Tyson Ingels Digitally signed by Tyson Ingels
Date: 2020.10.08 09:24:10 -06'00'

Tyson Ingels, PE, Lead Drinking Water Engineer Field
Services Section
Water Quality Control Division
Colorado Department of Public Health & Environment

cc: Delta County Health Department
Drinking Water File, PWSID No. CO0115601
Aquifer Case FS.20.INSP.05744

Corinne Ferguson, AC
Travis Loberg, ORC
Heather Young, PE, CDPHE-FSS, Section Manager
Margo Griffin, CDPHE, Permits Section
Aspen Coombs, PE, CDPHE-FSS, Staff Field Engineer
Cameron Wilkins, PE, CDPHE-FSS, Unit Manager
Bret Icenogle, PE, CDPHE-ES, Section Manager
Tim Jones, CDPHE-DWCAS, Field Identified Violation Compliance Specialist
Emily Clark, CDPHE-DWCAS, Enforcement & Field Findings Compliance Lead
Margaret Talbott, CDPHE-DWCAS, Unit Manager
Alex Hawley, CDPHE-DWCAS, Compliance Specialist

Attachments



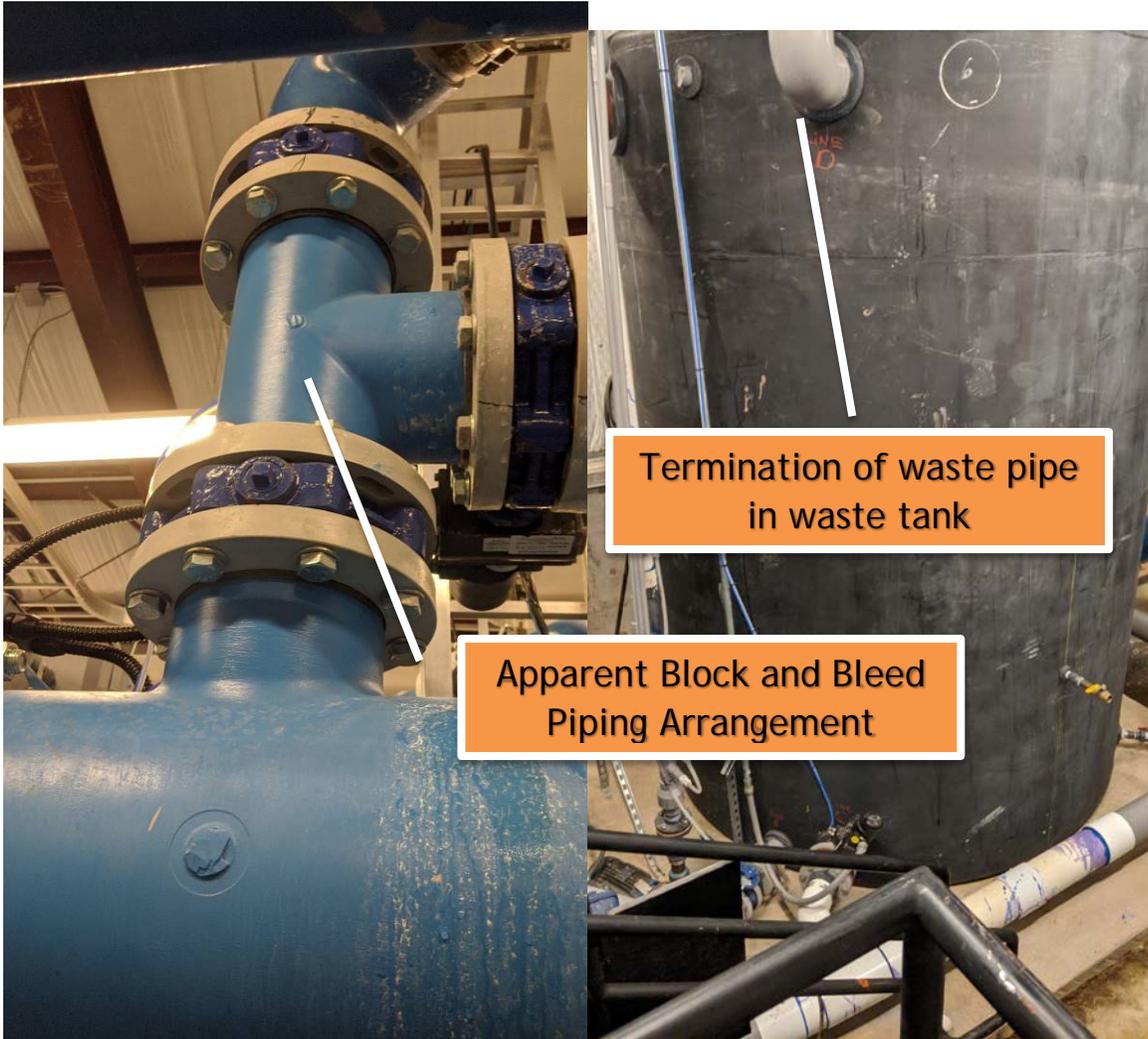
Attachment: 1

Severity: Significant

Facility ID: 002

Category: T901

Attachment Comments: Inappropriate dual check valve for water makeup line on CIP feed skid. Please install an appropriate RPZ assembly.



Attachment: 2
 Severity: Significant
 Facility ID: 001
 Category: T119

Attachment Comments: Evidence of a block and bleed assembly appears to exist on the Pentair Skid, however the waste line appears to terminate in the black waste tank and no visual verification of the block and bleed appears to be possible.



Attachment: 3

Severity: Significant

Facility ID: 043

Category: F310

Attachment Comments: Since tank 043 is abandoned, the supplier must disconnect it from distribution by more than just a valve. The picture shows the abandoned tank and the valve isolating it from distribution currently.



Attachment: 4

Severity: Observation

Facility ID: 001

Attachment Comments: The Lamborn WTP discharges to a private landowner's ditch that then leads to several ponds, where the water is used to irrigate fields. The department recommends ensuring the status of this discharge.

Sanitary Survey Response Form

In accordance with Section 11.38(3) of the *Colorado Primary Drinking Water Regulations (Regulation 11)*, "No later than 45 days after receiving written notice of significant deficiencies and/or violations, the supplier must submit a written corrective action plan to the Department for approval. The corrective action plan must include the actions the supplier will take to address the significant deficiencies and/or violations and a proposed schedule for completing the actions."

Please note that this form is intended to help the supplier submit information required in Section 11 of Regulation 11. Use of the form is **not required**. Please provide documentation of any corrective actions taken (e.g., monitoring plan submitted on 1/2/2014, mesh screen fixed photo is attached).

System and Sanitary Survey Information	
System Name	Town of Paonia
PWSID	CO 0115601
Date of Sanitary Survey Letter	October 8, 2020
Inspector Name	Tyson Ingels

Brief description of deficiency or violation	Describe the corrective action(s) taken or corrective action(s) that your system plans to take	Date addressed or proposed schedule	Documentation attached (photos, documents)?
T901 Cross Connection Clock YWTP01	A 1" RPZ has been purchased, installed and tested by ASSE Certified Tester #40894 Added to Backflow list	11/22/2020	2
T119 Proper Operation Operation Clock YWT01	The process of Weekly Pressure Decay testing will be submitted to the department along with new weekly log program. The process of CIP and logs will be submitted to the department along with pictures of Block & Bleed.	12/15/2020	2
T119 Proper Operation Lamborn Mesa WTP	Picture of Block & Bleed showing valves and process of being able to see Bleed will be submitted to the department	12/1/2020	5
F310 Finished water storage 2mb tank	Pictures will be submitted to Department of Duckbill on overflow pipe from storage tank.	10/30/2020	1

8.	Brief description of deficiency or violation	Describe the corrective action(s) taken or corrective action(s) that your system plans to take	Date addressed or proposed schedule	Documentation attached (photos, documents)?
	F310 Finished water storage 05mg tank	Storage tank will be physically removed and capped off. Picture will be submitted to the department	1/1/2021	2
	R514 Monitoring & Record Keeping	TC Sample Site Map will be submitted to the department. Updated Monitoring Plan will be submitted to the portal.	1/1/2021	2
	R520 Monitoring & Record Keeping	While old records cannot be found, daily logs for both water treatment plants will be recorded on Google Docs spreadsheet to be updated daily to 3 different computers.	12/1/2020	6
	R531 Monitoring & Record Keeping	New DPD has been purchased. Pictures and weekly logs will be submitted to the department.	11/22/2020	2
	M613 Management	Annual BPCCC will be submitted to the department.	11/22/2020	2

Typed Name and Title	Signature	Date

	Resolution 2020-18 Water Rates & Charges
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Summary:
 Resolution 2020-18 establishes the Board approved rates for water services as well as modifications to administrative fees.

Notes:

In-Town:
 Residential: increase of \$2 – \$32
 Commercial: increase of \$2 – \$42

Out-of-Town:
 Residential: increase of \$2 – \$42
 Commercial: increase of \$2 - \$57

Standby fee rate same as base rate.
 Usage Tiers for all users:

1-1,000 gallons	\$ 2.40 per thousand
1,001-3,000 gallons	\$ 2.70 per thousand
3,001-5,000 gallons	\$ 3.00 per thousand
5,001-10,000 gallons	\$ 3.30 per thousand
10,001-15,000 gallons	\$ 3.60 per thousand
15,001-20,000 gallons	\$ 3.90 per thousand
20,001-30,000 gallons	\$ 4.20 per thousand
30,001-40,000 gallons	\$ 4.50 per thousand
40,001-50,000 gallons	\$ 8.50 per thousand
50,001-75,000 gallons	\$ 10.00 per thousand
75,001-100,000 gallons	\$ 11.00 per thousand
100,001 or more gallons	\$ 12.00 per thousand

Public Tap increase from \$1 per 100 gallons to \$3 per 100 gallons

New Accounts: increase from \$35 to \$50 (this accounts for the closing of existing account and final billing and the establishment and setup of new account with updated owner/tenant information)

Final Meter Reading: increase from \$15 to \$25 (this accounts admin time for work order completion and public works time to manual read for final reading and closing out utility account)

AGENDA SUMMARY FORM

Notes Continued:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

**STATE OF COLORADO
TOWN OF PAONIA, COLORADO**

RESOLUTION NO. 2020-18

A RESOLUTION OF THE TOWN OF PAONIA ESTABLISHING WATER RATES AND CHARGES

WHEREAS, Section 13-1-20 of the Paonia Municipal Code authorizes the Board of Trustees to establish by resolution all water rates and charges and the effective date of said rates and charges; and

WHEREAS, the Board of Trustees has made a thorough review of its existing Ordinances pertaining to water rates and charges; and

WHEREAS, the rates levied for water services must be calculated to meet the cost of providing water services, including maintenance, capital reinvestment, and related debt service to avoid deficit spending.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO that the following water rates shall be charged by the Town of Paonia:

A) Basic Water Rate within the Town

The basic in-Town water rate shall be **thirty-two** dollars (**\$32.00**) per month for each residential customer service account and **forty-two** dollars (**\$42.00**) per month for each commercial customer service account.

B) Basic Water Rate outside the Town

The basic out-of-Town water rate shall be **forty-two** dollars (**\$42.00**) per month for each residential customer service account and **fifty-seven** dollars (**\$57.00**) per month for each commercial customer service account. Out-of-Town water users using municipal water through a single water meter shall be charged and shall be responsible for such water individually.

C) Usage

An additional water rate shall be charged a user (customer service account/meter) for each 1,000 gallons and proportionately for each fractional part thereof, as follows:

All Residential and Commercial Users

1-1,000 gallons	\$ 2.40 per thousand
1,001-3,000 gallons	\$ 2.70 per thousand
3,001-5,000 gallons	\$ 3.00 per thousand
5,001-10,000 gallons	\$ 3.30 per thousand
10,001-15,000 gallons	\$ 3.60 per thousand

15,001-20,000 gallons	\$ 3.90 per thousand
20,001-30,000 gallons	\$ 4.20 per thousand
30,001-40,000 gallons	\$ 4.50 per thousand
40,001-50,000 gallons	\$ 8.50 per thousand
50,001-75,000 gallons	\$ 10.00 per thousand
75,001-100,000 gallons	\$ 11.00 per thousand
100,001 or more gallons	\$ 12.00 per thousand

D) Public Tap

All persons receiving municipal water from the public tap furnished by the Town shall pay for such water at the rate of **three** dollars (**\$3.00**) per one hundred (100) gallons.

E) Service Fee

There shall be a charge of **fifty** dollars (**\$50.00**) for a new account set up. There shall be a charge of **twenty-five** dollars (**\$25.00**) for final meter readings. There may be a charge of **one-hundred** dollars (**\$100.00**) for same-day water shut-off/on for repairs or maintenance, when requested by property owner or agent.

F) Effective Date

The water rates set forth herein shall become effective on December 1, 2020.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Paonia, Colorado, on this 10th day of November 2020.

Attest:

J. Corinne Ferguson, Town Clerk

Mary Bachran, Mayor

AGENDA SUMMARY FORM

	<p>Resolution 2020-19 Garbage Rates</p>
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Summary:
 Resolution 2020-19 establishes the Board approved rates for garbage services.

Notes:

Increases included as follows:

Single Can User: no increase - \$17 per month
 Standard User: \$3 increase - \$23 per month
 Heavy User: \$3 increase - \$30 per month
 2-yard Dumpster: \$15 increase - \$50 per month
 3-yard Dumpster: \$23 increase - \$60 per month

*Additional Oversize Items:
 1 person: no increase \$10
 2 persons: \$5 increase - \$20
 3 or more persons: \$10 increase - \$30

Minimum amount charged at landfill for non-cycled items including box springs and mattresses

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

TOWN OF PAONIA, COLORADO

RESOLUTION NO. 2020-19

A RESOLUTION OF THE TOWN OF PAONIA ESTABLISHING GARBAGE RATES AND CHARGES

WHEREAS, Ordinance 2018-01 of the Town of Paonia authorizes the Board of Trustees to establish by resolution all garbage rates and charges and the effective date of said rates and charges; and

WHEREAS, the Board of Trustees has made a thorough review of its existing Ordinances pertaining to garbage rates and charges; and

WHEREAS, the rates levied for garbage services must be calculated to meet the cost of providing garbage services, including landfill tipping fees, maintenance, capital reinvestment, and related debt service, to avoid deficit spending.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, that the following garbage rates and charges shall be levied by the Town of Paonia:

1. Rates. The following rates shall be levied by the Town for regular refuse collection:

A) For each weekly pickup, the charge will be **\$17.00** per month for a single 33-gallon container. The charge will be **\$23.00** per month for two or three 33-gallon containers. The charge will be **\$30.00** per month for four or five 33-gallon containers. It is the decision of the Town Clerk and/or Administrator to determine which users fit into each of the categories listed herein based upon the average monthly usage of the user. In addition, a **\$17.00** per month fee will be charged for each additional 33-gallon container, or the equivalent refuse equal in volume to a 33-gallon container, placed out for collection that exceeds the user's categorized limit. To qualify for the single 33-gallon container charge, the person responsible for paying the trash bill must sign an agreement with the Town stating that they will not exceed the single, weekly, 33-gallon container limitation.

B) For each weekly pickup from a dumpster, the charge shall be **\$50.00** per month per two cubic yard dumpster and **\$60.00** per month per three cubic yard dumpster.

C) For pickups more frequent than weekly, the per gallon charge shall be multiplied by the number of pickups per week.

2. Oversize Refuse, Collection Rates. The following rates shall be levied by the Town for oversize refuse collection:

A) Oversize refuse or garbage that does not fit in an approved container may be placed adjacent to the regularly sized refuse containers for collection. The cost of removing

the oversized refuse or garbage as determined by the garbage collectors, using the 33-gallon container equivalents as noted in Section 1, will be considered as part of the category limit for the user.

B) The Town may, at its discretion, apply an extra charge for each oversize item using the following formula:

Oversize items that can be handled easily by one garbage collector will be charged **\$10.00**.

Oversize items that can be handled easily by two garbage collectors will be charged **\$20.00**.

Oversize items that can be handled by three garbage collectors will be charged **\$30.00**.

3) Effective Date. This Resolution and the garbage rates set forth herein shall become effective on December 1, 2020.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Paonia, Colorado, on this 10th day of November 2020.

Attest:

J. Corinne Ferguson, Town Clerk

Mary Bachran, Mayor

	<p>Resolution 2020-20 Modification of Town Fee Schedule</p>
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Summary:
 Resolution 2020-20 includes recommended modifications to administrative fees.

Notes:

Recommended changes include:

Dog registrations – The Town continues to investigate and consider options for animal control. A necessary function for public safety and to contact owners of a loose dog is the registration of the dog. Administration proposes the council approve a new license for the life of a spayed/neutered dog at the cost of \$75 and continue the annual option for intact dogs and a less burdensome expense at the cost of \$20/\$35.

Liquor Licensing – The majority of liquor licensing fees are set and capped by the Liquor Enforcement Division. Town fees are in line with the state fee schedule except for fees for special event permits. The LED fee for special event permits are \$100 per day. The Town currently charges \$50 per day. Administrative recommendation is to increase the permit fee to \$75 per day.

Utility Late Fee – Administrative recommendation for the Board to set the utility late fee at \$15 per unit for all utilities instead of \$5 in-Town residential, \$10 in-Town commercial, \$10 out-of-Town residential, \$25 out-of-Town commercial, and \$25 water company.

Fence Review fee – The current fence review fee is \$50. With the additional modification and inspection requirements implemented with fence ordinance modification 2020-06 the administrative recommendation is to increase the fence review fee to \$100.

Sidewalk Business Use – The Town permits businesses in the core commercial zone to place displays and signage against their locations for the annual charge of \$25. Administrative recommendation is to increase this fee to \$75 per year.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

TOWN OF PAONIA, COLORADO

RESOLUTION 2020-20

**A RESOLUTION OF THE TOWN OF PAONIA
AMENDING THE TOWN FEE SCHEDULE**

WHEREAS, the Town of Paonia has determined it has become necessary to increase certain fees to more accurately reflect the costs of the services performed by the Town; and

WHEREAS, administration of the Town's functions and operations demand a substantial amount of time, effort and resources by the Town Staff the purpose of delivering services to the community; and

WHEREAS, the Town of Paonia has previously established and amended fees for some of these services and desires to amend the previously established fees as those fees have been determined to be inadequate to recover a portion of the costs of providing these services; and

WHEREAS, the Police Department and Municipal Court fines and penalties should be set by their own Resolution; and

WHEREAS, the following Town of Paonia Fee Schedule has been amended by Town Staff to reflect the appropriate charges for services; and

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF PAONIA, to adopt the Town of Paonia Fee Schedule as follows:

Annexation	500+Actual
Discontinuance/De-Annexation	500+Actual
Community Center Rental (Per Hour)	40/60
Dog Tag - Spayed/Neutered (good for life of dog)	75
Dog Tag - Spayed/Neutered (annual)	10/20
Dog Tag – Untouched (annual)	25/35
Dog Tag - Replacement/Duplicate	10
Dog Tag – Early Registration (Dec)	5
Liquor License Fee – Local New	1000
Transfer of Location/Ownership	750
License Renewal	100
Expired License Renewal	500
Report of Change	175
Administrative Fee	75
Liquor License Fee - On Premise	150
Liquor License Fee - Special Event (Per Day)	50/75
Large Group Park Event Fee	100/175+5/Vendor
Special Meeting Fee	250
Insufficient Funds/Bad Check Charge	25
Utility Late Fee (in-Town/out-of-Town)	5/10 15
Code Book/Copy	75
Zoning Board of Adjustment	250
Boundary Adjustment	200

Building Official Plan Review	100+Actual
Building Permit Fee	70 + Formula
Conditional Use Permit	100
Consulting	Actual Cost
Establish or Expand Mobile Home Park	Actual Cost
Flood Plain Variance	250
Home Occupations	150
Major Subdivision	1000+Actual Costs
Minor Subdivision	500+Actual Costs
Mobile Home Park License (Annual)	250
Planned Unit Development - Final Plan	1000+Actual Costs
Planned Unit Development - Preliminary Plan	500+Actual Costs
Zoning/LDR Amendments	500+ Actual Costs
Fence Review	50 100
Sign Permit	75
Site Plan	Actual Costs
Site Plan Appeal to Town Board of Trustees	1000
Sketch Plan Review	250
Special Review	250+Actual Costs
Sidewalk Business Use (Annual)	25 75
Vacation of Right-of-Way or Easement	250+Actual Costs
Public Records Request – Copies Per Page	.25
Public Records Request – Hourly	25
Public Records Request – Attorney Review	30

BE IT FURTHER RESOLVED the Town Administrator and Town Clerk are hereby authorized and directed to take all necessary and appropriate action to implement and administer the adopted Town of Paonia Fee Schedule.

ADOPTED this 22nd day of January 2019, by the Board of Trustees of the Town of Paonia.

TOWN OF PAONIA, COLORADO

Charles Stewart, Mayor

ATTEST:

J. Corinne Ferguson, Town Clerk

AGENDA SUMMARY FORM

	Resolution 2020-21 Withdrawal From Space to Create
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Summary: Through review and evaluations as well as the fiscal reallocations by the state due to COVID-19 the administration and Space to Create executive committee request the Board approve the included resolution to withdraw from Space to Create program.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

TOWN OF PAONIA, COLORADO

RESOLUTION NO. 2020-21

WHEREAS, the Town of Paonia, a Colorado Statutory Town (herein after the “Town”),

WHEREAS, in 2017 the Town was selected to be third location in Colorado for the installation of a creative facility which provides affordable spaces and housing through the state’s Space to Create Program; and

WHEREAS, selection for the Space to Create program was based upon local needs including economic diversification, community readiness, public will, and commitment of local resources and housing and space demands; and

WHEREAS, in 2018 the Town completed a feasibility study and arts market survey, wherein it was determined that the Town’s Space to Create program may support 17 residential units and 10 private studios; and

WHEREAS, the Board of Trustees has empaneled a Board/Citizen committee to shepherd the Space to Create project within the Town; and

WHEREAS, subsequent to the Town’s feasibility study, the Town, by and through its Board of Trustees, has determined that it is not a fiscal priority for the Town to continue to proceed with participation in the Space to Create program; and

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

Section 1. Suspension of Space to Create - Paonia. The Board wishes to suspend its participation in the Space to Create program. The Town graciously acknowledges the resources that have been provided by all of the Space to Create Partners, and specifically wishes to thank: ArtSpace, Colorado Creative Industries, the Boettcher Foundation, the Colorado Department of Local Affairs, History Colorado, the Colorado Office of Economic Development & International Trade; the North Fork Valley Creative Coalition, and the citizens of the Town of Paonia.

Section 2. Town Administrator Authority. The Board hereby authorizes the Town Administrator to undertake all necessary and appropriate action to suspend and or terminate the Town’s participation in the Space to Create program.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10th DAY OF NOVEMBER 2020.

By _____

Corinne Ferguson, Town Clerk

By _____

Mary Bachran, Mayor

AGENDA SUMMARY FORM

	Resolution 2020-22 Supervisory Authority of town Administrator
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Summary: A resolution formalizing the Mayors supervisory status of the town administrator position.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

TOWN OF PAONIA, COLORADO

RESOLUTION NO. 2020-22

WHEREAS, the Town of Paonia, a Colorado Statutory Town (herein after the “Town”), conducts its regular business by and through its Board of Trustees meeting, regularly held on the second and fourth Tuesday of each month; and

WHEREAS, the powers and duties of the Mayor for the Town are specifically enumerated under Section 2-2-20 of the Town Code (the “Code”); and

WHEREAS, pursuant to Section 2-2-20(b) of the Code; the Mayor shall preside over all meetings of the Board of Trustees; and

WHEREAS, the Mayor has traditionally been the Chief Executive Officer for the Town of Paonia; and

WHEREAS, pursuant to the Town Administrator’s job description, the Town Administrator as the Town’s Chief Administrative Officer is under the general supervision of the Mayor; and

WHEREAS, in an effort to enact a more efficient administration, the Board of Trustees wishes to implement this resolution, recognizing that the Mayor has general supervision over the Town Administrator, and shall be subject to interim and annual review by the Board of Trustees; and

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

Section 1. Establishment of the Agenda. Meetings of the Board of Trustees shall be conducted by the Mayor, or in the Mayor’s absence, the Mayor Pro Tem. The Mayor, in consult with the Town Administrator and/or the Town Attorney shall set the agenda for all regular Board Meetings.

Section 2. Supervision of the Town Administrator. In accordance with the job description of the Town Administrator, the Town Administrator shall be under the general supervision of the Mayor. The Town Administrator shall continue to serve at the pleasure of the Board of Trustees and shall be subject to interim and annual reviews by the Board.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10th DAY OF NOVEMBER 2020.

By _____

Corinne Ferguson, Town Clerk

By _____

Mary Bachran, Mayor

AGENDA SUMMARY FORM

	Town Administrator Six-Month Review – Initial Discussion
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Summary: At the request of Finance & Personnel Committee, included in the packet are the goals identified by the Board and objectives set by the Administrator to work towards/meet the goals identified.

Notes:
The intent of the six-month review is to follow-up on the progress of the administrator based on the goals set by the Board and any additional thoughts or direction for the administrator moving forward.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

Corinne Ferguson Three Month Evaluation – Town Administrator/Clerk

September 22, 2020 – As determined via the Board of Trustees and presented by Mayor Mary Bachran

Strengths

- Excellent communications skills.
This is especially true with social media and Corinne's interactions with members of the public. This is also true in her communications with the Board. She clearly explains issues and is timely in her posts and updates to the community
- Professionalism.
Corinne treats everyone with a high degree of professionalism. She remains calm in the face of dissention and crisis and treats everyone with a high degree of respect. She accepts criticism and works to correct errors or make changes when needed.
- Reaching out to other governmental agencies
Corinne has started to form relationships with other governmental agencies, including other mayors and the Board of County Commissioners.
- Skillful handling of transition
Corinne is working to transition from being a peer with other staff to being their supervisor. The mayor has noted that she has made significant progress in this regard and is setting limits and enforcing them when she receives push back from the staff. She is beginning to exercise her disciplinary authority when needed.

Area of Improvement

- Public Works
Corinne has not managed the staff of Public Works as effectively as needed. She has made more progress with Administrative staff and needs to make the same strides with Public Works to ensure that the parks are taken care of adequately.
- Increased delegation
Corinne still takes on tasks that could be delegated to other staff. While some of this is a training issue, more should be done as time goes on and staff gains proficiency.
- Board communication
Corinne needs to communicate with the Board in a timelier manner when it comes to street closures.
- Minutes
The minutes still have mistakes and need to be reviewed. A process that allow staff to learn while producing an acceptable product is needed.
- Coaching/mentoring relationship
Corinne is urged to find someone with whom she can garner help and information. This may come from the list serves that she frequents, or other relationships with people in her same position. This may also come from watching webinars and taking online classes.

Priorities

1. Complete the Master Plan
2. See the water grants through their completion cycles as quickly as possible. Begin the process of setting up the Water Board
3. Set up the Board of Appeals for the building department
4. Get the new website up and running with appropriate information
5. Hire the unfilled position as soon as the budget allows. Decide what the best set of skills and duties will be for this position
6. Find a mentoring relationship and continue with her education, including finishing her last week of Clerk training.

1. Complete the Master Plan

Inputting public meeting data into master plan template.

Assessing potential funding opportunities to hire a consultant to review preliminary update for presentation and approval from the community and the council. Timeline: Preliminary draft master plan update to Planning Commission – April 2021.

2. See the water grants through their completion cycles as quickly as possible. Begin the process of setting up the Water Board

SGM GIS Mapping scheduled for substantial completion mid-November.

SGM Capital Improvement Plan/Inventory Project estimated completion by end of December.

JDS Hydro Infrastructure Analysis estimated completion end of March 2021.

Water Board application is on the website and open for applicants until November 13th, scheduled for Board appointment on November 24th agenda.

3. Set up the Board of Appeals for the building department

Drafting ordinance modification language creating a dual Zoning Board of Adjustments and Board of Appeals – the function is similar for both Boards yet neither review of an appeal would cause a conflict of interest. Our Boards tend to consistently have vacancies and meet rarely. The combining of two Boards give the community and council a full Board providing recommendations and decisions. Timeline: scheduled for Board review at December 15th meeting.

4. Get the new website up and running with appropriate information

Complete: <https://townofpaonia.colorado.gov>

5. Hire the unfilled position as soon as the budget allows. Decide what the best set of skills and duties will be for this position

Job description underway. Planning to advertise after the first of 2021.

6. Find a mentoring relationship and continue with her education, including finishing her last week of Clerk training.

Mentoring relationship established. Meeting monthly beginning December 4th with Delta County managers and administrators. Classes ongoing. Completed 3-day Colorado Municipal Clerks Conference on-line conference October 16th. Sessions attended:

Legislative Updates - An overview of the 2020 Regular Legislative Session will be presented, with focus on the legislation relative to municipalities and city/town clerks, such as elections, liquor and marijuana licensing, records, and open meetings.

Strengths Finder – Discover how to make a difference by doing more of what attendees naturally do best, acquiring tools and insights that will help them apply their strengths to achieve greater productivity, engagement and happiness, and developing strategies to help them use their strongest strengths to accomplish goals.

CMCA Business Meeting –

14. Meet the Press – Rockford Gray’s Jennifer Miller will help prepare you to "Meet the Press" with professionalism and confidence. A former network news reporter, Jennifer will cover the foundational tools for effectively engaging with reporters and public audiences to get your story told. The session includes the Rules of the Game: what everyone needs to know before talking to the media. Jennifer discusses what motivates reporters, how to focus the story, set Your agenda and create key messages that will satisfy most reporters’ questions as well as advance your public relations and policy goals.

You Can’t Make This Stuff Up - This session will examine lessons learned and how clerks can address challenging situations in the future. The role of a municipal clerk inevitably brings new and sometimes uncharted territory, so please join us for this session to learn about tactfully navigating new challenges.

AGENDA SUMMARY FORM

	Liquor License Renewal & Modification of Premise
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Summary:
 Standard license renewal and modification of premise to include open area behind Blue Sage Center for events. All documents received and no issues noted.

Notes:

Possible Motions:
 Motion by: _____ 2nd: _____ vote: _____

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

City \$175 x 2 = \$350

15.

8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
Submit to Local Licensing Authority

BLUE SAGE CENTER
PO BOX 700
Paonia CO 81428-0700

Fees Due		
Renewal Fee		308.75
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BLUE SAGE CENTER FOR THE ARTS INC		Doing Business As Name (DBA) BLUE SAGE CENTER		
Liquor License # 41-74390-0000	License Type Arts License (city)	Sales Tax License # 41743900000	Expiration Date 12/10/2020	Due Date 10/26/2020
Business Address 228 GRAND AVENUE Paonia CO 81428				Phone Number 9705277243
Mailing Address PO BOX 700 Paonia CO 81428-0700			Email	
Operating Manager Debra Muzikar	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

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Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Debra Muzikar / Blue Sage Center for the Arts</i>	Title <i>Executive Director</i>
Signature <i>Debra Muzikar</i>	Date <i>9/23/2020</i>

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Blue Sage Center for the Arts

Debra Muzikar

director@bluesage.org

970-527-7243

Expansion of Liquor License into outside back area

The Blue Sage is improving the area in outside area behind the buildings so that we can hold events outside. The loading dock behind Curtis Hall is being expanded to become a stage. The trailer that held the chairs is being replaced with a shed that will run parallel to the alley and the new stage thus enclosing half of the area. We have 3 sections of 8 ft fencing that will enclose the other section of the area behind the Bank Building. The fencing will be on wheels so that it can be moved open or closed when needed. Please see attached diagram.

Permit Application and Report of Changes

Current License Number 41-74390-0000

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ _____

1. Applicant is a <u>501C3 non profit</u> <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input type="checkbox"/> Limited Liability Company	Present License Number <u>41-74390-0000</u>
---	--

2. Name of Licensee <u>Blue Sage Center for the Arts</u>	3. Trade Name <u>Blue Sage Center</u>
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4. Location Address
226-228 Grand Ave

City <u>Puonia</u>	County <u>Delta</u>	ZIP <u>81428</u>
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SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.).....\$75.00 <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea)..... 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>\$ 150.00</u> <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
• Liquor License No. _____ <input type="checkbox"/> Duplicate License..... \$50.00	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

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

TOTAL AMOUNT DUE \$ _____ .00

Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p>Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Back Area behind Building</u> <u>Enclosed parking turned to outside performance Area</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? <u>N/A</u> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature	Title	Date
<i>Steve M... ..</i>	<i>Executive Director</i>	<i>9/23/2020</i>

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County)	Date filed with Local Authority

Signature	Title	Date

Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature	Title	Date

CURTIS

BANK

23-9"

22'-10"

21'-8"

4'

EMENT
ACCESS

16'
Current
Deck

12'-3"

6'

expanded
Deck

16'

Shed 20'

Fence

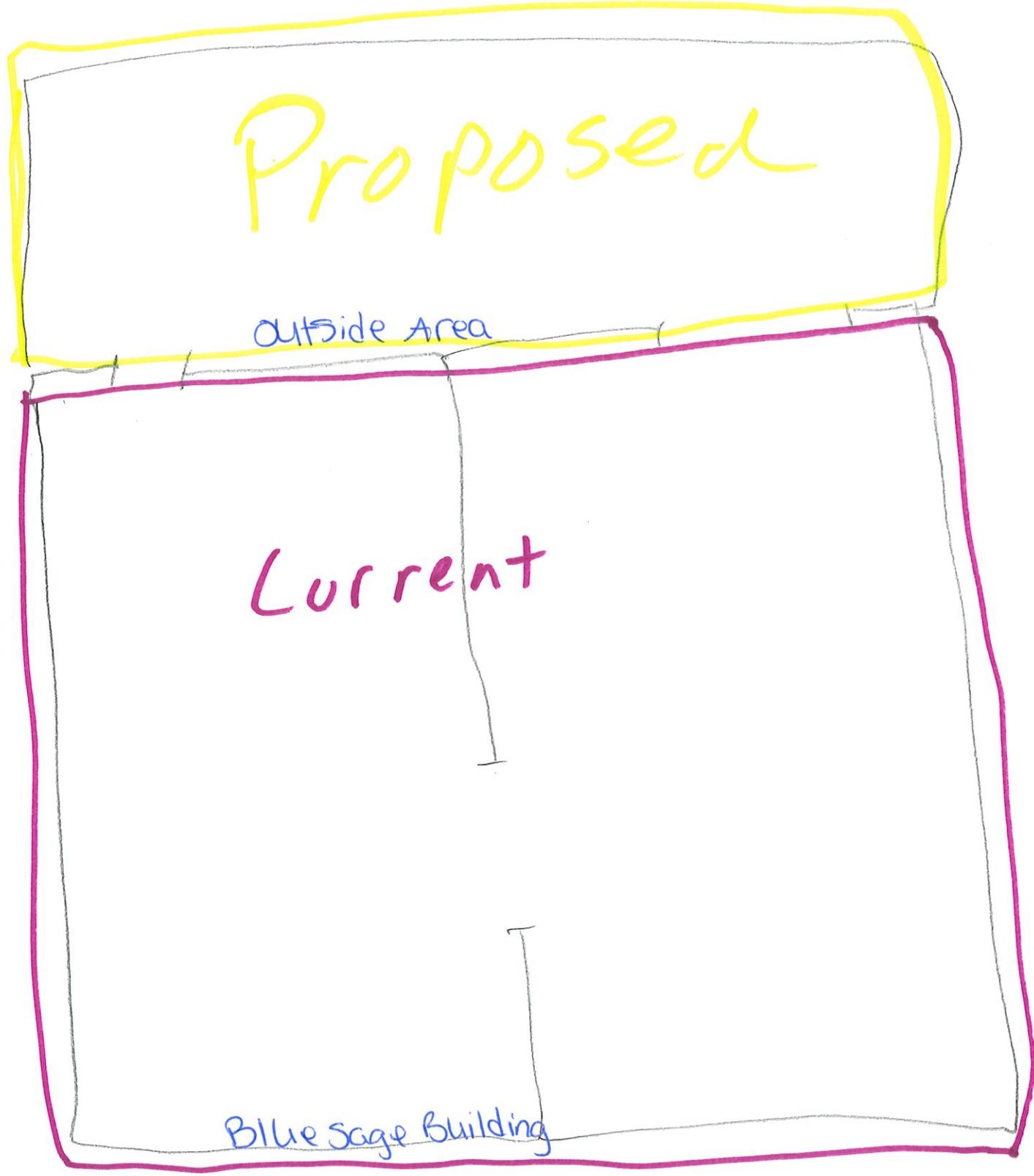
New
Area

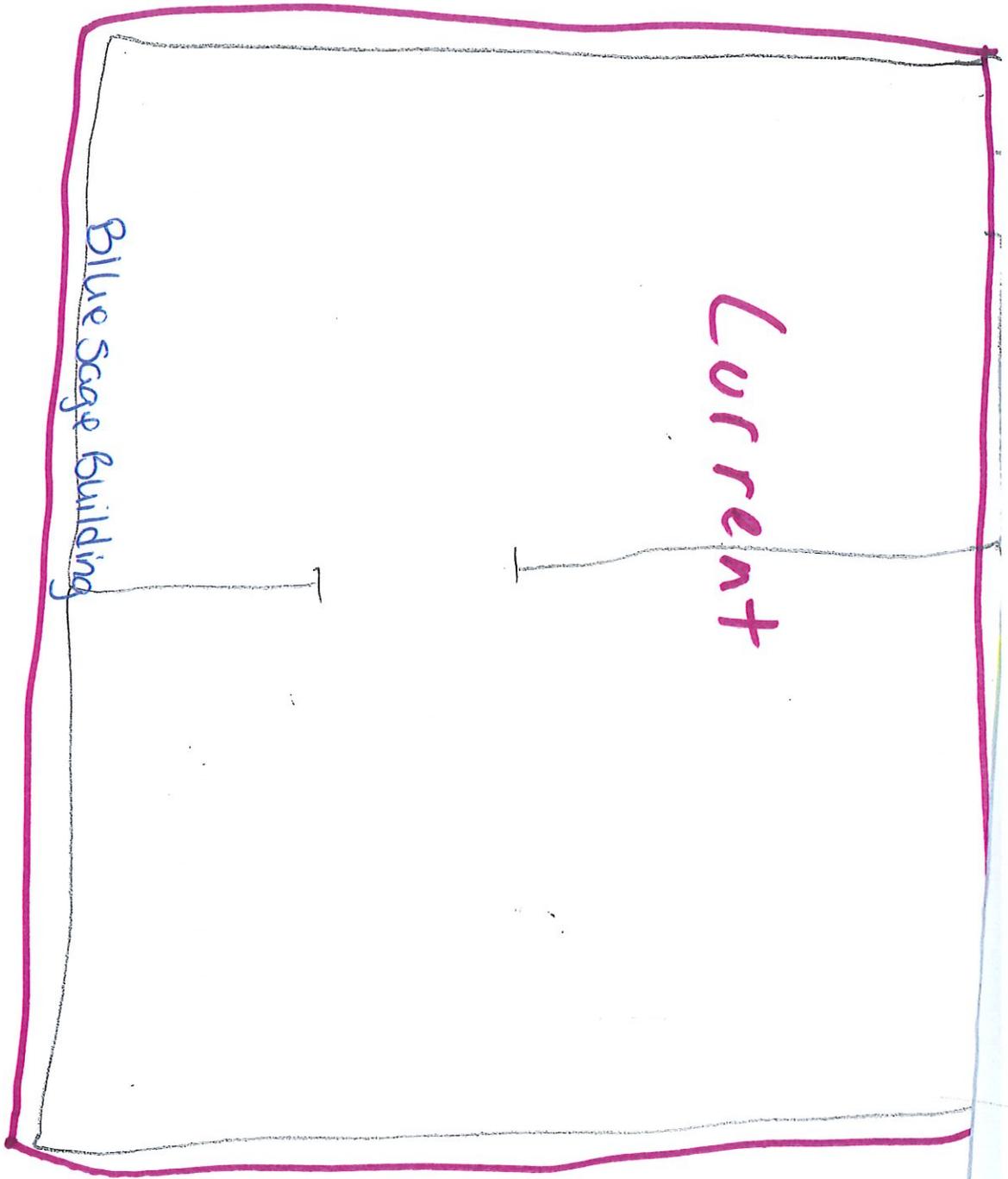
Modification

access to stairs
+ utilities

ALLEY

WEST SIDE BLUE SAGE CENTER
Shed is in line with Indigo Autumn





AGENDA SUMMARY FORM

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

AGENDA SUMMARY FORM

	Finance & Personnel Governmental Affairs & Public Safety Public Works-Utilities-Facilities Space to Create Tree Board
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

AGENDA SUMMARY FORM

	Adjournment
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Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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