



**TOWN OF PAONIA**  
**TUESDAY, JUNE 08, 2021**  
**REGULAR TOWN BOARD MEETING AGENDA**  
**6:30 PM**

**Roll Call**

**Approval of Agenda**

**Announcements**

- . Announcements
- . Community Kudo's

**Recognition of Visitors & Guests**

**Staff Reports**

1. Administrator's Report
  - Public Works & Utilities Report
  - Police Report
  - Finance Report
  - Attorney Report

**Treasurer's Report**

2. Treasurer's Report

**Disbursements**

3. Disbursements

**Consent Agenda**

4. Regular Minutes
  - May 25, 2021
  - Liquor License Modification Request:
    - Berg Harvest Mercantile
5. 75th Annual Cherry Days

**Unfinished Business**

6. Dark Skies Proposed Ordinance Review
7. Ordinance 2021-03 Board of Appeals
8. DMEA - Franchise Agreement Update

**New Business**

9. Professional Engineering Services – Water Infrastructure Analysis Scope of Services – Amendment to Contract
10. Grand Avenue Street Projects - Approval of SGM Engineering Fee Estimate
11. Ordinance 2021-TBD Amended Tree Board Ordinance
12. Open Meeting's Law Review
13. Employee Health Insurance Annual Renewal

**Mayor's Report**

14. Mayor's Report

## **Committee Reports**

### 15. Finance & Personnel

Governmental Affairs & Public Safety

Public Works-Utilities-Facilities

Tree Board

Advisory Water

## **Adjournment**

### 16. 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



Announcements

Summary:

Notes:

Possible Motions:

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

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

June 4, 2021

AGENDA SUMMARY FORM



Community Kudo's

Summary:

COMMUNITY KUDO'S:

Thank you to a private citizen for purchasing and planting the Grand Avenue planters with Public Works staff member Dominic Beardslee!

Well done Public Works garbage crew on a successful Paonia Spring Cleanup!

Anything to add?

- 1.
- 2.
- 3.
- 4.
- 5.

If you would like to report a community kudo, please call in at 970-527-4101, send to [Corinne@townofpaonia.com](mailto:Corinne@townofpaonia.com) or post to the Town of Paonia Official Facebook page! <https://www.facebook.com/TownofPaonia>

Possible Motions:

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

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

AGENDA SUMMARY FORM



Administrator's Report  
 Public Works & Utilities Report  
 Police Report  
 Finance Report  
 Attorney Report

Summary:

Notes:

VW – verbal warning  
 WW – written warning  
 CIT - citation  
 CAA – clear adult arrest  
 UTL – unable to locate  
 UNF - unfounded

Possible Motions:

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

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

***“The first responsibility of a leader is to define reality. The last is to say thank you. In between, the leader is a servant.” Max DePree***

Administrators Report for June 8, 2021

*Please note: This report is not a comprehensive list of all projects but acts as a highlight for included packet documents, ongoing, and upcoming projects.*

Previous Meetings Follow-up:

1. Included after this report is the Town Attorney Report from May 25<sup>th</sup>.
2. We are working on a clear application and review process to act as the host of planned and upcoming play-street events.
3. Committee and Advisory meetings continue to be updated on the Town website. Please advise, should you notice any missing or that need updated.
4. A summary of costs associated with Spring Clean will be on an upcoming agenda once all invoices are received.
5. The Trustee training special meeting is set for 5:30pm at Town Hall. The agenda will include items such as the CIRSA training, Mayor & Trustee roles & responsibilities, and other similar topics to be determined.
6. The virtual plant tour video is being finalized by Mr. Jacobson and will be published upon receipt.
7. Staff will continue to populate ClearGov and believes it will provide some of the information discussed regarding an executive summary for budget to actual.

Updates:

1. Western Slope Consulting (Parks Rec and Trails Master Plan) has received information from several action team members and Board members that they will not be available to attend a Thursday June 10<sup>th</sup> in-person meetup for an update following the workshops. They have proposed a Zoom update Thursday June 17<sup>th</sup>, 5:30pm to 7:30pm. Would the Board be willing to schedule this as a work-session?
2. Upon receipt of the invoices for the DOLA Administrative grant for the Infrastructure Analysis we found that all associated funds have been used and a continuation of the DOLA grant agreement is not necessary. To complete the analysis beyond receipt of a final report containing the information in the draft, the Town will need to approve the change order, which is included in the packet. Staff will endeavor to cut back on water related projects to fund the change order without using the reserves, which will impact the required debt reserve.
3. Staff plans to bring an updated debt reserve discussion before the Board following finalization and presentation of the Audit, scheduled for July 13<sup>th</sup>.

From the desk of Corinne Ferguson  
Town Administrator/Clerk

4. Watering at all Town Parks is underway. No treated water is being used in the parks other than small area beside the Town Park restrooms.
5. Spring Cleanup is complete. We plan to modify how we host cleanup in the future and will include our modifications on the agenda when we discuss the cost of the event.
6. Information on the CIRSA member dinner was sent via e-mail June 3<sup>rd</sup>.
7. I am registered for Colorado Municipal Clerks Institute. The event is virtual during July and August. I am looking at our budgeted training funds to see if the offset will permit my attendance at the Colorado City and County Managers Conference in Glenwood Springs June 23<sup>rd</sup> to 25<sup>th</sup>.
8. I have begun my research to identify existing unauthorized accessory dwelling units within the Town. I will continue as time permits.
9. Town received reimbursement from Stewart Ditch from waterline repairs needed last year due to a failure to call in locates prior to digging.
10. Staff has begun researching grant opportunities for advanced metering infrastructure that will streamline operations by eliminating walking and driving to obtain remote meter readings and will offer real-time water data.
11. Forest Service completed their on-site tree inventory and assessment May 27<sup>th</sup>. The report will follow in the coming weeks.
12. June is Colorado Bike Month. If you are able, please ride your bikes to work June 22<sup>nd</sup> – the annual bike to workday.

Thank you.

MEMORANDUM

To: Board of Trustees, Town of Paonia  
From: Bo James Nerlin, Esq. *Bo James Nerlin*  
Re: Town Attorney Report  
Date: 5/20/2021  
CC: Ms. Corinne Ferguson

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The purpose of this memorandum is to outline several projects that I have been working on as Town Attorney. This is to serve as a brief overview and not a comprehensive list.

Paonia Ditch Company

Travis, Corinne, and I met with a representative of the Paonia Ditch Company on May 11, 2021, to discuss the Town's request to the Ditch Company in 2020 for the contribution of costs incurred by the Town in replacing eighty feet of Paonia Ditch Culvert Pipe at the 200 block of Main Ave. The Ditch Company was not then and is not willing to reimburse or contribute to the Town for any costs related to the project. Nevertheless, the Paonia Ditch Company is willing to consider pro-rata contributions for any future projects. The Paonia Ditch Company is also interested in working and coordinating with the Town on other joint projects.

Board of Adjustment/Board of Appeals

Enclosed in the Packet is a revised Board of Appeals Ordinance. As was discussed at the May 11, 2021, Board Meeting, in addition to forming the Board of Appeals, it is my recommendation that the Town continue to pursue an update of its building codes to the 2018 IBC versions.

Board Meeting Schedule

As there has been no follow up discussion with respect to the proposed three week or alternative meeting schedule, it seems appropriate to table this item for a future date.

Citizen's Ethics Complaint

This matter is continued from the May 11, 2021, Board Meeting. The Complaint, and the Board Resolution Establishing Standards of Conduct, Resolution 2017-06 should be included in the packet.

### Board Member Training

A training session with Mr. Sam Light, General Counsel for CIRSA has been scheduled for June 28, 2021. Subsequent to this training, I have been directed by the Mayor to update the Board on the authority granted to the Mayor.

### North Fork Valley Airport

Delta County is requesting that the Town place an agenda item on the June 11<sup>th</sup> Board Meeting or schedule a special meeting to discuss the North Fork Valley Airport and the current Memorandum of Understanding in place between the Town and the County. The goal is to have this discussion before the week of June 21, 2021.

### Riverbank

My office is reviewing updated Covenants, Conditions and Restrictions, and a revised Development Agreement from Old World LLC to address the conditions of approval from the Town in approving the Riverbank Neighborhood development application. I anticipate that a Development Agreement will be before the Trustees for review in June.

### DMEA Franchise Agreement

The Franchise Agreement will be before the Board for second reading at its June 8<sup>th</sup> Board Meeting. I have a call set for Monday, May 24, 2021 with DMEA's legal counsel, Michelle Thom, to discuss the calculation of use and sales tax on electric utility service. Subsequent to this call, I anticipate that there will be additional materials that will be a late add to the packet.

## Public Works Report – 6/4/2021

1. Plant tours are complete and are being edited.
2. Springs are coming up good and we have started to spill more water.
3. Fill station is up and running with a lot of complements on how it is working.
4. New broom has been picked up and work on deep cleaning of street will start Monday the 7<sup>th</sup>.
5. We have 2 big leaks on lake fork spring lines that will start repairs on Monday the 7<sup>th</sup>.

# Paonia Police Department

## Law Incident Table, by Date and Time

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**Date Occurred:** 05/01/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:16:06	CITIZEN ASSIST	ASPEN LN, Hotchkiss, CO	PPD	HOT	VW
13:33:28	ANIMAL CONTROL	Onarga AVE.Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 2**

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**Date Occurred:** 05/02/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:04:13	FIRE	E BRIDGE ST, Hotchkiss, CO	PPD	HOT	
13:43:03	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
15:48:02	Traffic Stop	SAMUEL WADE RD, Paonia,CO	PPD	PPD	VW
21:07:14	Disturbance	NIAGARA AVE, Paonia, CO	PPD	PPD	UTL

**Total Incidents for this Date: 4**

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**Date Occurred:** 05/03/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:21:41	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
11:03:12	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	
13:26:09	RESTR/PROT ORDR	3RD ST, Paonia, CO	PPD	PPD	CAA
17:10:21	Parking Problem	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	WW
21:47:13	Medical/transfe	MAIN AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 5**

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**Date Occurred:** 05/04/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:40:59	Parking Problem	5TH ST, Paonia, CO	PPD	PPD	CIT
09:18:55	ALARM	DELTA AVE, Paonia, CO	PPD	PPD	
12:26:00	Information	BOX ELDER AVE, Paonia, CO	PPD	PPD	
14:18:30	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
15:02:09	FRAUD	GRAND AVE, Paonia, CO	PPD	PPD	UTL
21:33:21	Traffic Stop	2ND St., Paonia, CO	PPD	PPD	VW

**Total Incidents for this Date: 6**

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**Date Occurred:** 05/05/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:58:54	AGENCY ASSIST	PRICE RD, Paonia, CO	PPD	DIST3	
15:38:07	AGENCY ASSIST	W BRIDGE ST, Hotchkiss, CO	PPD	HOT	
21:29:37	ANIMAL PROBLEM	1ST ST, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 3</b>					

Date Occurred: 05/06/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:17:15	SUSPICIOUS	POPLAR AVE, Paonia, CO	PPD	PPD	
12:06:18	VIN INSPECTION	GRAND AVE Paonia, CO	PPD	PPD	
12:38:28	AGENCY ASSIST	O RD, Paonia, CO	PPD	DIST3	
19:00:48	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
19:08:22	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 5</b>					

Date Occurred: 05/07/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:12:13	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
13:55:37	THEFT	OAK AVE, Paonia, CO	PPD	PPD	
14:06:00	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
16:45:19	Parking Problem	Orchard AVE, Paonia, CO	PPD	PPD	WW
19:40:56	Medical/transfe	BOX ELDER AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 5</b>					

Date Occurred: 05/08/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:39:02	911/hangup	BOX ELDER AVE, Paonia, CO	PPD	PPD	
16:29:15	Medical/transfe	MAIN AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 2</b>					

Date Occurred: 05/09/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:02:08	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	CIT
<b>Total Incidents for this Date: 1</b>					

Date Occurred: 05/10/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:57:24	AGENCY ASSIST	RIO GRANDE AVE, Paonia, CO	PPD	PPD	
12:59:19	VIN INSPECTION	3RD ST, Paonia, CO	PPD	PPD	
13:27:45	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
14:00:14	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
17:51:58	Medical/transfe	OAK AVE, Paonia, CO	PPD	PPD	

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:25:46	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	VW

**Total Incidents for this Date: 6**

**Date Occurred:** 05/11/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:08:50	VIN INSPECTION	CEDAR DR, Paonia, CO	PPD	PPD	
13:09:44	VIN INSPECTION	CEDAR DR, Paonia, CO	PPD	PPD	
13:14:01	VIN INSPECTION	CEDAR DR, Paonia, CO	PPD	PPD	
13:16:29	VIN INSPECTION	CEDAR DR, Paonia, CO	PPD	PPD	
13:18:55	VIN INSPECTION	CEDAR DR, Paonia, CO	PPD	PPD	
16:22:51	Wanted Person	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	CAA

**Total Incidents for this Date: 6**

**Date Occurred:** 05/12/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:49:07	Traffic Stop	Grand AVE., Paonia, CO	PPD	PPD	CIT

**Total Incidents for this Date: 1**

**Date Occurred:** 05/13/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:30:38	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
12:48:02	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
12:56:41	VIN INSPECTION	CEDAR DR, Paonia, CO	PPD	PPD	
21:02:33	ANIMAL CONTROL	POPLAR AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 4**

**Date Occurred:** 05/14/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:25:31	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
15:52:50	AGENCY ASSIST	PEACEFUL LN, Paonia, CO	PPD	DIST3	UNF
22:22:24	CITIZEN ASSIST	MAIN AVE, Paonia, CO	PPD	PPD	
22:42:04	WELFARE CHECK	MAIN AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 4**

**Date Occurred:** 05/15/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
06:51:48	CRIM MISCHIEF	3RD ST, Paonia, CO	PPD	PPD	
08:14:25	CRIM MISCHIEF	CLARK AVE, Paonia, CO	PPD	PPD	
08:43:48	CRIM MISCHIEF	RIO GRANDE AVE, Paonia, CO	PPD	PPD	
08:48:50	CRIM MISCHIEF	NORTH FORK AVE, Paonia, CO	PPD	PPD	

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<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:32:49	CRIM MISCHIEF	3RD ST, Paonia, CO	PPD	PPD	
13:50:26	CRIM MISCHIEF	COLORADO AVE, Paonia, CO	PPD	PPD	
18:15:13	CITIZEN ASSIST	MAIN AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 7</b>					

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Date Occurred: 05/16/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:39:34	SUSPICIOUS	BOX ELDER AVE, Paonia, CO	PPD	PPD	
15:01:26	VIN INSPECTION	SAMUEL WADE RD; Paonia, CO	PPD	PPD	
16:10:21	CIVIL PROBLEM	DELTA AVE, Paonia, CO	PPD	PPD	UNF
17:14:30	AGENCY ASSIST	HIGHWAY 133 Paonia, CO	PPD	DIST3	
18:04:14	Medical/transfe	CLARK AVE, Paonia, CO	PPD	PPD	
19:12:20	ASSAULT	DELTA AVE, Paonia, CO	PPD	PPD	CAA
20:09:19	SUSPICIOUS	BLOCK OF 4TH St., Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 7</b>					

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Date Occurred: 05/17/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:53:39	SUSPICIOUS	SAMUEL WADE ROAD, Paonia, CO	PPD	PPD	
09:24:43	AGENCY ASSIST	SEVENS GULCH RD, Paonia, CO	PPD	DIST3	
14:03:45	Code Enforce	GRAND AVE, Paonia, CO	PPD	PPD	WW
14:29:13	Code Enforce	GRAND AVE, Paonia, CO	PPD	PPD	WW
14:36:11	Code Enforce	2ND ST, Paonia, CO	PPD	PPD	WW
<b>Total Incidents for this Date: 5</b>					

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Date Occurred: 05/18/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:06:43	VIN INSPECTION	ROYAL RD, Paonia, CO	PPD	DIST3	
13:29:42	SUSPICIOUS	MAIN AVE, Paonia, CO	PPD	PPD	UTL
<b>Total Incidents for this Date: 2</b>					

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Date Occurred: 05/19/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:11:29	Code Enforce	NORTH FORK AVE, Paonia, CO	PPD	PPD	WW
12:19:06	Code Enforce	NORTH FORK AVE, Paonia, CO	PPD	PPD	WW
18:44:14	TrafficAccident	Main AVE, Paonia, CO	PPD	PPD	CIT
20:46:29	CITIZEN ASSIST	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 4</b>					

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**Date Occurred:** 05/20/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:22:44	TrafficAccident	MEADOWBROOK CT, Paonia, CO	PPD	PPD	
12:01:10	Code Enforce	OAK AVE, Paonia, CO	PPD	PPD	WW
17:48:13	Child Abuse/neg	OAK AVE, Paonia, CO	PPD	PPD	CAA

**Total Incidents for this Date:** 3**Date Occurred:** 05/21/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:04:06	Medical/transfe	4TH ST, Paonia, CO	PPD	PPD	
13:00:17	WELFARE CHECK	OAK AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date:** 2**Date Occurred:** 05/22/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:00:33	WEAPON OFFENSE	ALDER DR, Paonia, CO	PPD	PPD	CIT
17:49:19	HARASSMENT	OAK AVE, Paonia, CO	PPD	PPD	CIT

**Total Incidents for this Date:** 2**Date Occurred:** 05/23/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
01:46:13	ALARM	GRAND AVE, Paonia, CO	PPD	PPD	

09:05:10	CIVIL PROBLEM	BOX ELDER AVE, Paonia, CO	PPD	PPD	
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**Total Incidents for this Date:** 2**Date Occurred:** 05/24/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:37:46	AGENCY ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
12:34:59	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
14:38:08	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
16:23:01	Information	BOX ELDER AVE, Paonia, CO	PPD	PPD	
19:31:07	TrafficAccident	Pan American AVE, Paonia, CO	PPD		

21:28:24	Information	MAIN AVE, Paonia, CO	PPD	PPD	
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23:09:15	SUSPICIOUS	OAK AVE, Paonia, CO	PPD	PPD	UNF
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**Total Incidents for this Date:** 7**Date Occurred:** 05/25/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:23:32	Code Enforce	ORCHARD AVE, Paonia, CO	PPD	PPD	WW
10:31:57	Code Enforce	4TH ST, Paonia, CO	PPD	PPD	WW
10:35:09	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:38:14	Code Enforce	MAIN AVE, Paonia, CO	PPD	PPD	WW
10:40:47	Code Enforce	GRAND AVE, Paonia, CO	PPD	PPD	WW
10:53:10	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW
11:24:03	Code Enforce	5TH ST, Paonia, CO	PPD	PPD	WW
11:30:23	Code Enforce	POPLAR AVE, Paonia, CO	PPD	PPD	WW
14:43:32	Code Enforce	ONARGA AVE, Paonia, CO	PPD	PPD	WW
14:56:43	Code Enforce	4TH ST, Paonia, CO	PPD	PPD	WW
20:44:53	AGENCY ASSIST	WILLOW RD, Paonia, CO	PPD	DIST3	

**Total Incidents for this Date: 11**

**Date Occurred:** 05/26/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:41:16	AGENCY ASSIST	MINERICH RD, Paonia, CO	PPD	DIST3	
11:51:18	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
13:09:38	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
17:07:34	CITIZEN ASSIST	4TH ST, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 4**

**Date Occurred:** 05/27/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:17:18	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 1**

**Date Occurred:** 05/29/21

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
06:39:17	AGENCY ASSIST	BLACK BRIDGE RD, Paonia, CO	PPD	DIST3	
11:51:01	HARASSMENT	BOX ELDER AVE, Paonia, CO	PPD	PPD	CIT
19:27:56	CITIZEN ASSIST	ORCHARD AVE, Paonia, CO	PPD	PPD	
23:56:31	Medical/transfe	DRY GULCH RD, Paonia, CO	PPD	DIST3	

**Total Incidents for this Date: 4**

Total reported: 115

**Report Includes:**

All dates between `00:00:01 05/01/21` and `00:00:01 05/31/21`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

## Finance Report as of 06/03/21 presented at the 06/08/21 meeting:

### Monthly:

Payroll for 6/04/21 was completed, reviewed, and released. Gross payroll for 6/04/21 totaled \$32,184.27. This included 16 employees.

Our month payment to Norris Retirement is pending with an effective date of 6/26/21.

Bank accounts through 4/30/2021 have been reconciled and reviewed.

Chase credit card bill for 4/24/21 – 5/23/21 is attached.

Month End Budget to Actual for April 2021 is attached.

### Year-End:

Year-end entries are substantially complete. Minor adjustment will continue through the audit.

### Banking:

Bank Balances provided on the Disbursement Report as of 6/03/21.

LOC Mature 9/05/21.

### Required Filings:

Nothing new to report.

### Audit:

Audit field work began April 12<sup>th</sup>. Expect to receive a Draft around June 18. Expected presentation date will be 7/13/21.

### Budget:

Per request of Finance Committee-working with CML to build report for the Salary Survey portion of 2022 budget.

### Other (Continued):

Colorado Department of Revenue – Exempt Fuel – Account selected for review 30 days from 2/17/21. Completed and e-mailed 03/02/2021 @ 4:23pm. All information was resubmitted via Revenue Online and was accepted 3/10/2021. Additional correspondence received 6/2/2021.

The Fund Balance and Financial Policy was reviewed by the board at the 5/25/21 meeting with suggested changes. Changes are in process.

Other (New):

Stop N Save will be ending the on-account program and will be switching to a Fleet Card Account program. Application to be complete.

Since RMHMO will no longer be providing Group Health Insurance I have received quotes from Home Loan, CEBT and County Health Pool. It been discussed repeatedly at the Finance Committee meeting starting with the 3/10/21 meeting. Other options have been explored with Home Loan, CML and Connect for Health. Spoke with CML regarding Connect for Health will require a policy change by the board if it is determined to be a viable option. Further investigation has been completed and was discussed at the Finance Committee meeting on 4/28/2021. We have concluded our review of all the options available and those options are being presented at the 6/8/21 meeting.

**OTHER TO DO ITEMS:**

**In order of priority:**

PTO still needs reviewed regarding the new mandated requirements created from the Family Act. Finance Committee started discussion at the 3/10/21. There was further discussion at the 3/24/21 meeting. Dave Knutson has provided link to changes and required timeline that are expected by the new mandated regulations. Further review and timeline determination continues.

**There will be no forward movement on these items until the audit has been completed.**

Conservation Trust Fund 2022 Certification of eligibility due after 3/1/2021.

ClearGov – The requested changes have been made and are waiting for a second review.

ClearGov – Installation of Budget to Actual.

Surplus Items - I have tasked myself with moving forward with the resolution for items that need to be sold or gotten rid of. This process needs to go through finance as there are financial impacts that must be considered. In addition, there are entries that must be made when removing a fixed asset. I am at the very beginning stages of this process. I have the following information to date:

1. The list of items no longer needed.

Remaining items to complete the process before the items can be listed on the website for sale:

1. To compile the VIN #s, the mileage, the hours, and other pertinent information to help identify the items within our financial reports.
2. Locate the items on the fixed asset list.
3. Determine the assets salvage value.
4. Creating the resolution attachment to go to the Board for approval.

**GRANT UPDATES:**

Current Grants:

No updates at this time.

2020 Grants:

GOCO Park, Recreation, and Trails Master Plan (Completion Date = 09/26/2021) Nothing submitted to date, have only received on one (1) invoice totaling \$5,128.50. Submission pending time to submit.

COVID Relief Fund Grant from DOLA. Total requesting is \$86,382.52. Submission pending time to submit. Received a call from Mary @ DOLA they are requesting we close out this grant by 6/30/21.

CDOT Grant for Revitalizing Main Street – Revised Inv#2 for \$4,303.59, Inv#3 for \$5997.72, and Inv#4 for \$11,409.42 were submitted and accepted on 3/17/21.

Admin Grant from DOLA for System Analysis-submitted through 12/31/2020. Total request = \$2,637.13. Pending more information which was sent 2/12/21. Received 2/25/21. A problem has arisen regarding the expiration date of this grant.

Tier I Grant from DOLA for Asset Inventory and Mapping-submitted through 12/31/2020. Total request = \$10,923.95. Received 2/9/21.

**Please note:** This report is not a comprehensive list of all projects but acts as a highlight of included packet documents, ongoing, and upcoming projects.

MEMORANDUM

To: Board of Trustees, Town of Paonia  
From: Bo James Nerlin, Esq.  
Re: Town Attorney Report  
Date: 6/4/2021  
CC: Ms. Corinne Ferguson

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The purpose of this memorandum is to outline several projects that I have been working on as Town Attorney. This is to serve as a brief overview and not a comprehensive list.

Board of Appeals

Included in the packet is a revised board of appeals ordinance, incorporating the proposed changes from the May 25<sup>th</sup> Board Meeting.

North Fork Valley Airport

Ms. Ferguson has enclosed the 2009 Memorandum of Understanding between the Town of Paonia and Delta County regarding the Ownership, Maintenance and Management of North Fork Valley Airport. Also enclosed is an Addendum to this MOU. After conferring with Ms. LeValley, the Delta County Administrator, it was determined that it is best to schedule discussion of the North Fork Valley Airport for the second meeting in June.

DMEA Franchise Agreement

In the packet is the DMEA Franchise Agreement for second reading. Also enclosed is a white paper from DMEA's legal counsel that highlights key terms of the Franchise Agreement.

Open Meetings Discussion

In the packet are materials from CML regarding Open Meeting Laws, and a memo from my office taking a look at the concerns raised regarding the April 27, 2021, Board Meeting.

CIRSA Training

Training with Mr. Sam Light with CIRSA is scheduled for June 28, 2021. To the extent that the Trustees have any specific topics they would like to have addressed, please email the Town Administrator so that they can be added to the discussion.

**MEMORANDUM OF UNDERSTANDING REGARDING THE OWNERSHIP,  
MAINTENANCE, AND MANAGEMENT OF NORTH FORK VALLEY AIRPORT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into this 21st day of September, 2009, by and between the Town of Paonia and Delta County (hereinafter jointly referred to as "the parties").

The parties desire to clarify their ownership interests in the Airport property and specify the rights and responsibilities of the owners with respect to capital construction upon, and operation, maintenance and governance of, the Airport, including financial contributions, past, present and future.

**RECITALS**

A. The North Fork Valley Airport (NFVA or "the Airport") is located on property described in Exhibit A, attached hereto and by reference made a part hereof ("Airport property"). The Airport property consists of approximately 166 acres. In addition, the airport currently uses a parcel of land consisting of approximately 1.9 acres +/- owned exclusively by Delta County ("County property").

B. Paonia Ordinance #279, dated February 6, 1962, recorded March 7, 1962, authorized the Town of Paonia to convey a one-fourth (1/4) undivided interest of the Airport property to each the County of Delta (County), Town of Hotchkiss, and Town of Crawford. By deed recorded on March 7, 1962, the Town of Paonia conveyed to the County an undivided one-fourth (1/4) interest of the Airport property. No other deeds have been located. On April 28, 2009, the Paonia Town Council adopted Ordinance #2009-4 retracting its offer of one-fourth (1/4) ownership of the Airport property to the Town of Hotchkiss and one fourth (1/4) ownership of the Airport property to the Town of Crawford and confirmed that three-fourths (3/4) ownership of the Airport property by the Town of Paonia and one-fourth (1/4) ownership of the Airport property by the County.

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

C. Therefore, for purposes of this MOU, the parties agree that ownership of the Airport property is and shall continue to be vested as a  $\frac{3}{4}$  undivided interest (75%) in the Town of Paonia, and a  $\frac{1}{4}$  undivided interest (25%) in the County of Delta. The parties agree that as of the date of this MOU, the Airport property is currently assessed by the Delta County Assessor's Office at \$896,258 and that this amount includes all jointly owned land and airport improvements, but does not include hangar 5 and the small parcel of County land.

List of Assets:

• Parcel # R007397, consisting of 28.0 acres	\$100,000
• Parcel # R021909, consisting of 81.8 acres	\$409,000
• Parcel #R021908, consisting of 53.6 acres	\$268,000
• Airport Office	\$ 2,209
• Residence	<u>\$117,099</u>
• <b>TOTAL ASSET VALUE</b>	<b>\$896,258</b>

D. At some point in time, Delta County assumed responsibility for the operation and maintenance of the NFVA, including entering into Lease and Management Agreements with Fixed Based Operators and ground lease agreements for the location and construction of privately owned hangars. In 1969, the Board of County Commissioners of Delta County adopted a Sales Tax Resolution which was approved at an election conducted for that purpose, which Resolution provided that an unallocated portion of "65% of the proceeds of said tax" shall be applied to, among other things, "operate and maintain the present Delta and North Fork airports." The Resolution also provided that the same 65% of the tax proceeds would be used to operate and maintain the present county and municipal police and fire radio communication systems; to advertise and promote Delta County and its municipalities; to promote water resources in the area; to operate and maintain adequate dumps for the disposal of waste in the County; and to operate and maintain a county library. The Resolution provided no specific allocation of the 65% of the tax proceeds to these various purposes. However, in an attempt to quantify what amount of the sales tax proceeds have been allocated to the NFVA, Exhibit B, attached hereto and by reference made a part hereof, documents income and expenses relating to the Airport property from 1999 through 2008.

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

E. In 2006, the Board of County Commissioners of Delta County adopted Resolution Number 2006-R-007, which established an Airport Advisory Board consisting of nine members “for the purpose of advising the Board of County Commissioners of Delta County on issues concerning the development and operations of the County airports.”

**DEFINITIONS**

For purposes of this MOU, the parties hereto agree that the terms used herein shall be defined as follows.

**Airport Operations:** All activities necessary to operate NFVA as a general aviation airport in its current condition, including, but not limited to:

- Entering into lease agreements with Fixed Based Operators (FBOs) for the day-to-day management of the airport.
- Entering into individual ground lease agreements for hangars.
- Entering into contracts and/or private partnerships as necessary to ensure or enhance airport operations.

**Airport Maintenance:** Maintaining existing airport facilities and improvements in a safe and serviceable condition. Maintenance may include, but is not limited to:

- Ensuring that the surfaces of existing runways and taxiways are kept sealed and free of cracks and erosion;
- Ensuring that existing runways and taxiways are kept free of snow and debris;
- Ensuring that all lighting, signage, safety markers, windsock, and fences are maintained and kept in working order;
- Ensuring that the airport office/lounge is maintained and the restrooms are maintained in working order;
- Maintaining existing county and/or municipally-owned hangars in a serviceable condition;

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

- Ensuring that the Airport property is kept free of junk, debris, and weeds;
- Maintaining access roads on the Airport property.

**Capital Improvements:** The addition of fixed assets and structural improvements to the Airport property that enhance the Airport property's overall value, or a restoration, replacement or upgrade that extends the useful life of an improvement. Capital improvements include, but are not limited to:

- New construction of buildings, runways, taxiways, hangars, lighting, fencing, fuel farm, pump station, additions or improvements to fire suppression facilities, or other airport improvements, including the cost of architectural services, engineering services, surveying, site preparation, construction, plumbing, wiring, or otherwise furnishing and equipping such buildings and facilities for use.
- Restoration, replacement, or upgrade of existing buildings, runways, taxiways, hangars, or other airport improvements or facilities, that extends—not merely maintains—the life of the building, runway, taxiway, hangar or other airport improvement or facility.
- Costs of utility upgrades necessary to accommodate capital improvements.
- Land acquisition.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and in accordance with the prior commitments of the parties hereto, the parties agree as follows:

1. No party to this Agreement shall be obligated to pay to or receive from any other party any money based upon expenses incurred for or income received from the NFVA prior to the execution of this Agreement.

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

2. After the execution of this Agreement, all income received from the operation of the NVFA shall be tracked as a separate line item in the County's General Fund for the sole use and benefit of the NFVA.

3. The County shall continue to have the right, responsibility, and authority to manage, operate, maintain, and govern the NFVA. The Town of Paonia shall act in an advisory capacity, and an individual appointed by the Town Council shall sit on the Airport Advisory Board appointed by the Board of County Commissioners.

4. The parties agree that the County has exclusive ownership of hangar 5, and may sell or lease this hangar to another party without the consent of the Town of Paonia.

5. Except as set forth herein, neither party may sell, lease, convey or encumber the Airport property without the written consent of the other; and no part of the Airport property may be assigned or used as collateral for any purpose other than to secure improvements to the Airport property which are agreed upon in writing by both parties.

6. The parties may enter into a joint written agreement to lease or sell the Airport property, in part or as a whole, for fair market value, under such terms and conditions as the parties may agree, subject to any limitations of federal and state law. Should all or part of the Airport property be sold or leased, the "net income" from the Airport property (gross income less reasonable and necessary costs to sell or lease the property) shall be shared in proportion to the parties' respective ownership interests, as set forth in Recital C above.

7. Either party shall have the right, upon six (6) months written notice, to terminate this Agreement, at which time the parties may agree to one of the following options:

a. The non-terminating party may continue the operation and maintenance of the NFVA, and the terminating party shall assign all of its rights, excluding property rights, and responsibilities to the non-terminating party. If the County is

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

the terminating party, the County agrees to continue to pay to the non-terminating party or its designee the sales tax referred to in Recital D above, in an amount equal to the most recent 5 year average of the annual contributions to the Airport Fund, with future annual increases based on the U.S. City Average Consumer Price Index for all Urban Consumers (CPI-U). Exhibit B, attached hereto and by reference made a part hereof, documents income and expenses relating to the Airport property from 1999 through 2008.

b. The parties may agree to either lease or sell the Airport property in accordance with paragraph 6 above.

c. If the parties are not able to reach an agreement, either or both parties may sell the portion of the Airport property they own, as set forth in Recital C above, with the other party, respectively, having the First Right of Refusal, for sixty (60) days following the receipt of written notice of the selling party's intention to accept a specific offer, to purchase the share of the selling party on the same terms and conditions as the offer to purchase that the selling party intends to accept. If the First Right of Refusal is not exercised and the selling party does not consummate the sale as intended, the First Right of Refusal shall continue to exist for both parties, respectively, with respect to future offers to purchase made to the selling party which they might intent to accept.

8. The parties may agree to modify this agreement at any time, in whole or in part. Any such modification shall be in writing, signed by both parties.

**RIGHTS AND DUTIES OF THE PARTIES' RESPECTIVE OWNERSHIP INTERESTS**

**A. Insurance**

The County shall maintain and pay for liability insurance in a combined aggregate amount of two million dollars (\$2,000,000.00). The parties hereto agree that liability insurance

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

is a necessary operational expense and is therefore the responsibility of the County as part of its duties to operate and maintain the airport. The Town of Paonia shall be added as an additional insured to the liability insurance policy carried by the County.

The parties shall maintain property insurance in a combined aggregate amount of \$900,000. Payment for the property insurance shall be shared by the parties in proportion to their ownership interests of the property, to wit: The Town of Paonia shall pay 75% and Delta County shall pay 25% of the property insurance premium for the Airport property.

Owners and lessors of all hangars on the airport shall be responsible for payment of their own liability and property insurance for their respective hangars.

**B. Capital Improvements**

Any capital improvements or construction on the Airport property shall require the written approval of both governing boards. The cost of any such capital improvements or construction so approved shall be shared by the parties in proportion to their respective ownership interests of the Airport property, to wit: The Town of Paonia shall pay 75% and Delta County shall pay 25% of such costs. The cost of capital improvements may include, but are not limited to, feasibility studies, site planning, engineering, architecture, design and construction of infrastructure, and design and construction of permanent improvements that extend the useful life of existing structures or amenities. Such costs shall be exclusive of grants and third party contributions. Should the parties agree to any capital improvements or construction, but one party is unable to fund its share of the cost on a timely basis, the parties may agree in writing that the other party may advance those funds, to be repaid pursuant to the agreement of the parties and/or upon the sale of the property pursuant to Paragraph 6, or in some other manner. The parties must also agree on the terms of payment, including interest.

Should any third party, such as a pilot or group of pilots, wish to propose, develop and finance a capital improvement project or participate in any capital improvement project, either by direct financial contribution or in-kind, both the County and Town of Paonia must approve such action of the third party. Any such third party in-kind or direct financial contribution will be subtracted from the total cost of the capital improvement project. The Town of Paonia shall pay

Memorandum of Understanding Regarding the Ownership, Maintenance, and Management of North Fork Valley Airport

75% and Delta County shall pay 25% of the remaining cost of the capital project. Neither the County nor the Town of Paonia will have any obligation to repay any third party for such capital improvement, even though the capital improvement may increase the assessed value of the property.

**C. Other Uses of the Airport Property**

Any private partnership agreements, contracts, or leases for the use of the Airport property for purposes other than the operation and maintenance of the airport shall only be executed with the written agreement of both parties.

COUNTY OF DELTA  
Board of County Commissioners

By: R. Olen Lund  
R. Olen Lund, Chair

By: Lela J. McCracken  
Lela J. McCracken, Vice-Chair

By: C. Bruce Hovde  
C. Bruce Hovde, Member

TOWN OF PAONIA

By: Neal J. Schwieterman  
Neal J. Schwieterman, Mayor  
Patricia Bliss  
Patricia Bliss, Mayor Pro-Tem

Attest: Barbara J. Peterson  
Barbara J. Peterson, Town Clerk



091649

**MEMORANDUM OF UNDERSTANDING RE  
MAINTENANCE, AND MANAGEMENT OF NORTH FORK VALLEY  
AIRPORT**

**ADDENDUM**

THIS ADDENDUM TO THE MEMORADUM OF UNDERSTANDING dated September 21, 2009, (hereinafter "MOU") and recorded with the Delta County Clerk and Recorder at Reception #637850 is entered into this 3rd day of February, 2014, by and between the Town of Paonia (hereinafter "Town") and Delta County (hereinafter "County").

The Town and County desire to clarify how proceeds from an agreement for an option and land lease regarding a wireless communications facility at the North Fork Valley Airport property are to be divided.

**RECITALS**

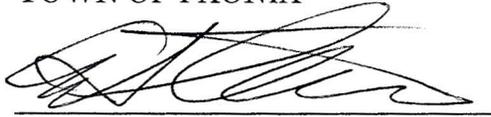
- A. The Town and County have an established MOU for the North Fork Valley Airport executed in September 21, 2009.
- B. The County is negotiating a lease agreement with SBA Towers V, LLC for a wireless communications facility to be located on the property known as the North Fork Valley Airport, located at 38506 Back River Road, Paonia, Colorado.

**AGREEMENT**

NOW, THEREFORE, in consideration of the existing MOU, mutual covenants and conditions, and in accordance with prior commitments of the Town and County, the parties agree as follows:

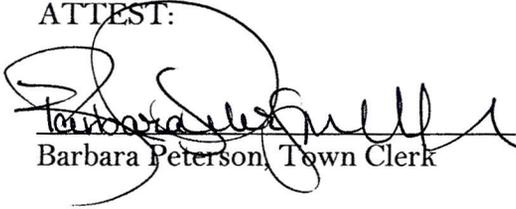
1. Any proceeds from the wireless communications facility lease on the North Fork Valley Airport property, between the County and SBA Towers V, LLC, shall be divided with a  $\frac{3}{4}$  undivided interest (75%) to the Town and a  $\frac{1}{4}$  undivided interest (25%) to the County.
2. The Town shall hold its 75% share of such proceeds in a committed account for the Town's contribution to future capital improvements (as defined in the MOU) projects at the North Fork Valley Airport.
3. The County may hold its share of proceeds for any purpose.
4. This agreement does not change, alter or modify any other previously agreed terms in the MOU executed in 2009.
5. Pursuant to the MOU both the Town of Paonia and Delta County agree and consent to the County executing an option and land lease with SBA Towers, LLC for the purposes of construction, support, and operation of a wireless communications facility.

TOWN OF PAONIA



Neal Schwieterman, Mayor

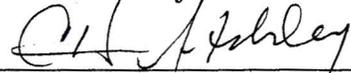
ATTEST:



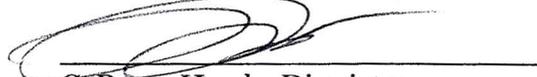
Barbara Peterson, Town Clerk

COUNTY OF DELTA

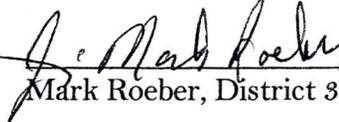
Board of County Commissioners



C. Douglas Atchley, District 1



C. Bruce Hovde, District 2



Mark Roeber, District 3

AGENDA SUMMARY FORM

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

June 2, 2021

DRAFT		THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	
AS OF:	4/30/2021	APRIL	MARCH	FEBRUARY	CUR YTD	4	REMAINING	ORIG	% OF	REMAINING
ACCT NO	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
<b>ADMINISTRATION</b>										
10-3101	PROPERTY TAXES	32,714.15	15,662.30	46,130.40	99,336.71	44,702.33	54,634.38	134,107.00	74.07%	(34,770.29)
10-3103	SALES TAX - TOWN	-	991.00	-	991.00	330.33	660.67	991.00	100.00%	-
10-3108	PENALTY & INTEREST	15.56	5.64	3.36	26.29	110.00	(83.71)	330.00	7.97%	(303.71)
10-3109	DELINQUENT TAX	-	0.05	9.78	13.16	10.00	3.16	30.00	43.87%	(16.84)
10-3110	ABATEMENTS	(434.47)	434.47	-	-	-	-	-	-	-
10-32-01	LIQUOR LICENSES	650.00	550.00	-	1,375.00	1,216.67	158.33	3,650.00	37.67%	(2,275.00)
12-32-04	SPECIAL REVIEWS	250.00	-	-	250.00	333.33	(83.33)	1,000.00	25.00%	(750.00)
10-35-04	INTEREST INCOME	128.62	368.95	103.05	733.67	3,466.67	(2,733.00)	10,400.00	7.05%	(9,666.33)
10-35-05	LATE CHARGES	527.00	636.00	615.00	2,597.00	833.33	1,763.67	2,500.00	103.88%	97.00
10-35-06	OTHER INCOME	-	-	-	-	-	-	-	-	-
10-35-15	REFUND OF EXPENDITURES	(1,431.00)	1,431.00	55.40	55.40	-	55.40	-	-	55.40
10-35-16	RESTITUTION	1,051.00	-	-	1,076.15	1,900.00	(823.85)	5,700.00	18.88%	(4,623.85)
10-35-20	GRANT REVENUE	-	-	-	-	-	-	-	-	-
		33,470.86	20,079.41	46,916.99	106,454.38	52,902.67	53,551.71	158,708.00	67.08%	(52,253.62)
10-41-01	MAYOR & TRUSTEES	-	1,800.00	-	1,800.00	2,400.00	600.00	7,200.00	25.00%	(5,400.00)
10-41-02	TOWN ADMIN/CONTRACT LABOR	-	-	-	-	-	-	-	-	-
10-41-03	SALARIES & WAGES	1,179.43	1,086.28	786.28	3,833.18	6,087.17	2,253.99	18,261.52	20.99%	(14,428.34)
10-41-04	EMPLOYER FICA	69.24	176.36	46.16	338.65	524.16	185.51	1,572.47	21.54%	(1,233.82)
10-41-05	EMPLOYER MEDICARE	16.20	41.26	10.80	79.23	122.58	43.35	367.75	21.54%	(288.52)
10-41-06	UNEMPLOYMENT TAX	3.54	2.31	2.36	10.56	16.96	6.40	50.89	20.75%	(40.33)
10-41-07	INSURANCE BENEFITS	365.84	184.00	184.00	736.01	1,454.98	718.97	4,364.93	16.86%	(3,628.92)
10-41-08	PENSION BENEFITS	58.20	38.80	38.80	174.60	450.48	275.88	1,351.44	12.92%	(1,176.84)
10-41-10	WORKMENS COMPENSATION	-	-	-	123.90	43.67	(80.23)	131.00	94.58%	(7.10)
	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
10-41-15	OFFICE SUPPLIES	318.89	653.69	-	999.52	1,312.33	312.81	3,937.00	25.39%	(2,937.48)
10-41-16	OPERATING SUPPLIES	52.95	55.89	33.36	142.20	240.33	98.13	721.00	19.72%	(578.80)
10-41-17	POSTAGE	-	33.17	-	33.17	150.00	116.83	450.00	7.37%	(416.83)
10-41-20	LEGAL SERVICES	3,385.66	5,585.66	5,166.66	14,137.98	17,053.33	2,915.35	51,160.00	27.63%	(37,022.02)
	ELECTION	-	-	-	-	-	-	-	-	-
10-41-21	AUDIT & BUDGET EXPENSE	-	-	-	-	1,503.33	1,503.33	4,510.00	0.00%	(4,510.00)
10-41-22	REPAIRS & MAINTENANCE	-	-	-	-	-	-	-	-	-
10-41-25	TOWN HALL EXPENSE	759.28	1,501.42	763.95	3,749.65	3,894.33	144.68	11,683.00	32.09%	(7,933.35)
10-41-26	TRAVEL & MEETINGS	92.13	-	104.58	241.44	3,596.67	3,355.23	10,790.00	2.24%	(10,548.56)
10-41-27	INSURANCE & BONDS	-	-	2,499.78	4,072.88	1,255.33	(2,817.55)	3,766.00	108.15%	306.88
10-41-28	UTILITIES	397.35	231.10	466.93	1,567.12	1,468.33	(98.79)	4,405.00	35.58%	(2,837.88)
10-41-29	TELEPHONE	235.01	235.39	399.19	984.78	382.33	(602.45)	1,147.00	85.86%	(162.22)
10-41-30	PUBLISHING & ADS	1,173.53	94.37	46.48	1,314.38	500.00	(814.38)	1,500.00	87.63%	(185.62)
10-41-31	DUES & SUBSCRIPTIONS	75.00	769.00	125.00	5,592.69	3,234.33	(2,358.36)	9,703.00	57.64%	(4,110.31)
10-41-33	DATA PROCESSING	1,188.47	574.33	703.47	5,582.40	4,575.33	(1,007.07)	13,726.00	40.67%	(8,143.60)
10-41-43	CULTURAL EVENTS	-	-	-	-	283.33	283.33	850.00	0.00%	(850.00)
10-41-44	HUMAN SERVICES	-	3,800.00	-	3,950.00	1,416.67	(2,533.33)	4,250.00	92.94%	(300.00)
10-41-90	TREASURER'S FEE	693.88	332.18	978.29	2,107.75	936.67	(1,171.08)	2,810.00	75.01%	(702.25)
	MISCELLANEOUS	6,775.00	150.00	4,554.42	11,479.42	-	(11,479.42)	-	-	11,479.42
	TRANSFERS/GRANT EXP	15,299.00	5,028.00	-	20,327.00	-	(20,327.00)	-	-	20,327.00
		32,138.60	22,373.21	16,910.51	83,378.51	52,902.67	(30,475.84)	158,708.00	52.54%	(75,329.49)
		1,332.26	(2,293.80)	30,006.48	23,075.87	-	23,075.87	-	-	23,075.87
	BEGINNING RESERVE									
	INCOME	33,470.86	20,079.41	46,916.99	106,454.38	52,902.67	53,551.71	158,708.00		(52,253.62)
	EXPENDITURE	32,138.60	22,373.21	16,910.51	83,378.51	52,902.67	(30,475.84)	158,708.00		(75,329.49)
	ADJUSTMENT									
	NET CHANGE	1,332.26	(2,293.80)	30,006.48	23,075.87	-	23,075.87	-		23,075.87
	ENDING RESERVE				23,075.87	-	23,075.87	-		23,075.87

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	33%		
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
<b>BUILDING</b>										
12-31-03	SALES TAX - TOWN	-	1,194.00	-	1,194.00	398.00	796.00	1,194.00	0.00%	-
12-32-03	BUILDING PERMITS	3,255.20	1,579.50	335.85	6,129.90	10,000.00	(3,870.10)	30,000.00	20.43%	(23,870.10)
		3,255.20	2,773.50	335.85	7,323.90	10,398.00	(3,074.10)	31,194.00	23.48%	(23,870.10)
12-43-03	SALARIES & WAGES	205.48	136.98	136.98	615.58	598.36	(17.22)	1,795.09	34.29%	(1,179.51)
	CONTRACT LABOR	-	-	1,005.00	1,005.00	8,933.33	7,928.33	26,800.00	3.75%	(25,795.00)
12-43-04	EMPLOYER FICA	12.03	8.02	8.02	36.22	36.97	0.75	110.91	32.66%	(74.69)
12-43-05	EMPLOYER MEDICARE	2.82	1.88	1.88	8.49	8.65	0.16	25.94	32.73%	(17.45)
12-43-06	UNEMPLOYMENT TAX	0.63	0.42	0.42	1.89	1.79	(0.10)	5.37	35.20%	(3.48)
12-43-07	HEALTH INSURANCE	66.84	33.62	33.62	134.49	138.53	4.04	415.60	32.36%	(281.11)
12-43-08	PENSION	10.14	6.76	6.76	30.42	55.03	24.61	165.09	18.43%	(134.67)
12-43-10	WORKMENS COMPENSATION	-	-	-	16.20	6.00	(10.20)	18.00	90.00%	(1.80)
12-43-15	OFFICE SUPPLIES	-	-	-	-	165.67	165.67	497.00	0.00%	(497.00)
12-43-16	OPERATING SUPPLIES	-	-	-	-	-	-	-	-	-
12-43-17	POSTAGE	-	-	-	-	16.67	16.67	50.00	0.00%	(50.00)
12-43-20	LEGAL SERVICES	-	-	-	-	-	-	-	-	-
12-43-23	VEHICLE EXPENSE	-	-	-	-	-	-	-	-	-
12-43-26	TRAVEL & MEETINGS	-	-	-	-	-	-	-	-	-
12-43-27	INSURANCE & BONDS	-	-	-	777.80	258.67	(519.13)	776.00	100.23%	1.80
12-43-29	TELEPHONE	-	-	-	-	-	-	-	-	-
12-43-30	PUBLISHING & ADS	-	-	-	-	-	-	-	-	-
12-43-31	DUES & SUBSCRIPTIONS	-	145.00	-	145.00	178.33	33.33	535.00	27.10%	(390.00)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
		297.94	332.68	1,192.68	2,771.09	10,398.00	7,626.91	31,194.00	8.88%	(28,422.91)
		2,957.26	2,440.82	(856.83)	4,552.81	-	4,552.81	-	-	4,552.81
	BEGINNING RESERVE			-	-	-	-	-	-	-
	INCOME	3,255.20	2,773.50	335.85	7,323.90	10,398.00	(3,074.10)	31,194.00		(23,870.10)
	EXPENDITURE	297.94	332.68	1,192.68	2,771.09	10,398.00	7,626.91	31,194.00		(28,422.91)
	ADJUSTMENT									
	NET CHANGE	2,957.26	2,440.82	(856.83)	4,552.81	-	4,552.81	-		4,552.81
	ENDING RESERVE				4,552.81					4,552.81
	DESIRED									
	EXCESS									

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	REMAINING BUDGET
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	
<b>LAW ENFORCEMENT</b>										
14-31-02	S.O. AUTO TAXES	2,085.72	1,733.29	1,898.52	7,443.05	6,333.33	1,109.72	19,000.00	39.17%	(11,556.95)
14-31-03	SALES TAX - TOWN	14,755.73	16,530.08	21,258.56	52,544.37	57,985.67	(5,441.30)	173,957.00	30.21%	(121,412.63)
14-31-04	SALES TAX - COUNTY	26,685.20	25,091.01	13,869.10	65,645.31	42,233.33	23,411.98	126,700.00	51.81%	(61,054.69)
		-	-	-	-	54,000.00	(54,000.00)	162,000.00	0.00%	(162,000.00)
14-31-06	CIGARETTE TAX	41.59	-	416.73	639.32	466.67	172.65	1,400.00	45.67%	(760.68)
14-32-06	VIN INSPECTIONS	135.00	285.00	110.00	595.00	385.00	210.00	1,155.00	51.52%	(560.00)
14-33-02	MOTOR VEHICLE - \$1.50	258.74	205.00	160.25	788.14	875.00	(86.86)	2,625.00	30.02%	(1,836.86)
14-33-03	MOTOR VEHICLE - \$2.50	380.00	325.00	260.00	1,212.50	1,240.00	(27.50)	3,720.00	32.59%	(2,507.50)
14-34-01	COURT FINES	-	300.00	-	600.00	133.33	466.67	400.00	150.00%	200.00
14-34-02	POLICE FINES	1,987.00	542.00	4,374.00	8,800.00	5,741.67	3,058.33	17,225.00	51.09%	(8,425.00)
14-34-03	MISCELLANEOUS FINES-BONDS SCHOOL (SRO)	-	5.00	5.00	10.00	-	10.00	-	0.00%	10.00
		-	-	-	-	3,333.33	(3,333.33)	10,000.00	0.00%	(10,000.00)
14-34-05	DOG TAGS	40.00	30.00	45.00	165.00	100.00	65.00	300.00	55.00%	(135.00)
14-34-50	PD Grant	-	-	-	-	1,800.00	(1,800.00)	5,400.00	0.00%	(5,400.00)
		46,368.98	45,046.38	42,397.16	138,442.69	174,627.33	(36,184.64)	523,882.00	26.43%	(385,439.31)
14-42-01	SALARIES & WAGES	(3,861.00)			(3,861.00)	3,200.00	7,061.00	9,600.00	-40.22%	(13,461.00)
14-42-02	JUDGE	525.00	525.00	525.00	2,100.00	3,200.00	1,100.00	9,600.00	21.88%	(7,500.00)
14-42-03	SALARIES & WAGES	40,959.88	24,573.70	21,666.07	109,257.80	106,844.92	(2,412.88)	320,534.77	34.09%	(211,276.97)
14-42-04	EMPLOYER FICA	187.89	136.10	136.11	598.35	423.22	(175.13)	1,269.67	47.13%	(671.32)
14-42-05	EMPLOYER MEDICARE	572.03	344.36	307.29	1,543.83	1,557.21	13.38	4,671.64	33.05%	(3,127.81)
14-42-06	UNEMPLOYMENT TAX	124.47	75.31	66.59	334.13	322.18	(11.95)	966.55	34.57%	(632.42)
14-42-07	INSURANCE BENEFITS	5,082.47	2,302.59	1,851.68	9,238.28	16,211.06	6,972.78	48,633.17	19.00%	(39,394.89)
	PENSION BENEFITS	675.36	450.94	420.88	1,935.99	-	(1,935.99)	-	-	1,935.99
14-42-10	WORKMENS COMPENSATION	-	-	-	8,972.49	3,138.33	(5,834.16)	9,415.00	95.30%	(442.51)
14-42-11	FPPA PENSION	2,710.65	1,746.61	1,659.37	7,797.97	8,162.27	364.30	24,486.80	31.85%	(16,688.83)
14-42-12	FPPA D & D	956.70	616.45	585.66	2,752.23	2,880.80	128.57	8,642.40	31.85%	(5,890.17)
14-42-15	OFFICE SUPPLIES	-	117.04	-	117.04	436.67	319.63	1,310.00	8.93%	(1,192.96)
14-42-16	OPERATING SUPPLIES	271.74	233.75	556.85	1,062.34	3,817.67	2,755.33	11,453.00	9.28%	(10,390.66)
14-42-17	POSTAGE	-	35.97	1.00	36.97	78.33	41.36	235.00	15.73%	(198.03)
14-42-20	LEGAL SERVICES	-	-	-	-	833.33	833.33	2,500.00	0.00%	(2,500.00)
14-42-22	REPAIRS & MAINTENANCE	-	-	-	-	120.00	120.00	360.00	0.00%	(360.00)
14-42-23	VEHICLE EXPENSE	1,270.19	852.79	1,901.23	4,224.21	3,511.67	(712.54)	10,535.00	40.10%	(6,310.79)
14-42-26	TRAVEL & MEETINGS	-	1,005.00	1,166.37	2,171.37	3,166.67	995.30	9,500.00	22.86%	(7,328.63)
14-42-27	INSURANCE & BONDS	-	-	-	22,658.51	7,405.33	(15,253.18)	22,216.00	101.99%	442.51
14-42-28	UTILITIES	157.11	70.20	188.45	657.81	600.00	(57.81)	1,800.00	36.55%	(1,142.19)
14-42-29	TELEPHONE	204.28	453.15	505.79	1,381.28	1,088.33	(292.95)	3,265.00	42.31%	(1,883.72)
14-42-30	PUBLISHING & ADS	-	-	-	-	34.67	34.67	104.00	0.00%	(104.00)
14-42-31	DUES & SUBSCRIPTIONS	-	2,741.79	100.00	4,510.87	2,016.67	(2,494.20)	6,050.00	74.56%	(1,539.13)
14-42-33	Data Processing	488.12	-	4,142.12	10,133.87	8,411.33	(1,722.54)	25,234.00	40.16%	(15,100.13)
	HUMAN SERVICES	-	400.00	-	400.00	366.67	(33.33)	1,100.00	36.36%	(700.00)
14-44-01	VET FEES	-	-	-	-	-	-	-	-	-
	MISCELLANOUS	-	-	-	-	-	-	-	-	-
		50,324.89	36,680.75	35,780.46	188,024.34	177,827.33	(10,197.01)	533,482.00	35.24%	(345,457.66)
		(3,955.91)	8,365.63	6,616.70	(49,581.65)	(3,200.00)	(46,381.65)	(9,600.00)	-	(39,981.65)
	BEGINNING RESERVE									
	INCOME	46,368.98	45,046.38	42,397.16	138,442.69	174,627.33	(36,184.64)	523,882.00		(385,439.31)
	EXPENDITURE	50,324.89	36,680.75	35,780.46	188,024.34	177,827.33	(10,197.01)	533,482.00		(345,457.66)
	ADJUSTMENT									
	NET CHANGE	(3,955.91)	8,365.63	6,616.70	(49,581.65)	(3,200.00)	(46,381.65)	(9,600.00)		(39,981.65)
	ENDING RESERVE				(49,581.65)	(3,200.00)	(46,381.65)	(9,600.00)		(39,981.65)

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
<b>PARKS</b>										
16-31-03	SALES TAX-TOWN	-	14,345.08	21,258.56	35,603.64	46,877.29	(11,273.65)	140,631.88	25.32%	(105,028.24)
16-33-07	SEVERANCE TAX	-	-	-	-	1,666.67	(1,666.67)	5,000.00	0.00%	(5,000.00)
16-33-08	MINERAL LEASING	-	-	-	-	1,308.33	(1,308.33)	3,925.00	0.00%	(3,925.00)
16-35-01	RENTS & ROYALTIES	110.00	40.00	720.08	870.08	3,140.67	(2,270.59)	9,422.00	9.23%	(8,551.92)
16-35-04	GRANT REVENUE	-	-	-	-	-	-	-	-	-
16-35-09	PARK CONTRIBUTIONS	275.00	-	-	5,400.00	223.33	5,176.67	670.00	-	4,730.00
16-35-10	OTHER AGENCY CONT RESERVES	-	-	-	-	3,000.00	(3,000.00)	9,000.00	0.00%	(9,000.00)
		-	-	-	-	5,000.00	(5,000.00)	15,000.00	0.00%	(15,000.00)
		385.00	14,385.08	21,978.64	41,873.72	61,216.29	(19,342.57)	183,648.88	22.80%	(141,775.16)
16-46-03	SALARIES & WAGES	4,981.61	3,200.46	3,337.94	14,870.94	17,052.75	2,181.81	51,158.25	29.07%	(36,287.31)
16-46-02	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
16-46-04	EMPLOYER FICA	296.21	189.99	198.52	887.93	1,032.54	144.61	3,097.62	28.66%	(2,209.69)
16-46-05	EMPLOYER MEDICARE	69.32	44.47	46.45	207.77	241.48	33.71	724.44	28.68%	(516.67)
16-46-06	UNEMPLOYMENT TAX	14.97	9.61	10.01	44.14	49.96	5.82	149.88	29.45%	(105.74)
16-46-07	INSURANCE BENEFITS	1,196.10	600.48	599.95	2,401.39	3,692.44	1,291.05	11,077.33	21.68%	(8,675.94)
16-46-08	PENSION BENEFITS	231.11	145.44	141.74	660.08	1,128.45	468.37	3,385.36	19.50%	(2,725.28)
16-46-10	WORKMENS COMPENSATION	-	-	-	1,684.90	589.33	(1,095.57)	1,768.00	95.30%	(83.10)
16-46-15	OFFICE SUPPLIES	-	-	-	-	12.33	12.33	37.00	0.00%	(37.00)
16-46-16	OPERATING SUPPLIES	401.11	394.58	37.36	833.05	2,180.00	1,346.95	6,540.00	12.74%	(5,706.95)
16-46-17	POSTAGE	-	-	-	-	16.67	16.67	50.00	0.00%	(50.00)
16-46-20	LEGAL	-	-	-	-	-	-	-	-	-
16-46-22	REPAIRS & MAINTENANCE	3,934.71	-	2.26	3,936.97	17,056.33	13,119.36	51,169.00	7.69%	(47,232.03)
16-46-23	VEHICLE EXPENSE	620.35	131.80	65.82	817.97	383.33	(434.64)	1,150.00	71.13%	(332.03)
16-46-24	RENTALS	123.00	-	-	123.00	283.33	160.33	850.00	14.47%	(727.00)
16-46-25	SHOP EXPENSE	99.40	-	-	99.40	360.67	261.27	1,082.00	9.19%	(982.60)
16-46-27	INSURANCE & BONDS	-	-	-	3,801.10	1,239.33	(2,561.77)	3,718.00	102.24%	83.10
16-46-28	UTILITIES	535.22	380.35	632.22	2,214.36	2,104.00	(110.36)	6,312.00	35.08%	(4,097.64)
16-46-29	TELEPHONE	33.76	66.56	34.17	168.66	272.00	103.34	816.00	20.67%	(647.34)
16-46-30	PUBLISHING & ADS	-	-	-	-	-	-	-	-	-
16-46-32	FEES & PERMITS	-	100.00	648.45	748.45	249.67	(498.78)	749.00	99.93%	(0.55)
16-46-42	CONTRACT SERVICES	15,850.59	-	-	15,850.59	1,000.00	(14,850.59)	3,000.00	528.35%	12,850.59
16-46-70	CAPITAL OUTLAY MISCELLANEOUS	-	-	10,000.00	10,000.00	12,271.67	2,271.67	36,815.00	27.16%	(26,815.00)
		28,387.46	5,263.74	15,754.89	59,350.70	61,216.29	1,865.59	183,648.88	32.32%	(124,298.18)
		(28,002.46)	9,121.34	6,223.75	(17,476.98)	-	(17,476.98)	-	-	(17,476.98)
	BEGINNING RESERVE									
	INCOME	385.00	14,385.08	21,978.64	41,873.72	61,216.29	(19,342.57)	183,648.88		(141,775.16)
	EXPENDITURE	28,387.46	5,263.74	15,754.89	59,350.70	61,216.29	1,865.59	183,648.88		(124,298.18)
	ADJUSTMENT									
	NET CHANGE	(28,002.46)	9,121.34	6,223.75	(17,476.98)	-	(17,476.98)	-		(17,476.98)
	ENDING RESERVE				(17,476.98)	-	(17,476.98)	-		(17,476.98)
	DESIRED				29,675.35					
	EXCESS				(47,152.33)					

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	REMAINING BUDGET
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	
<b>STREETS</b>										
20-31-03	SALES TAX-TOWN	14,755.72	-	-	14,755.72	34,602.33	(19,846.61)	103,807.00	14.21%	(89,051.28)
20-31-05	FRANCHISE TAX	3,659.00	8,463.92	241.10	20,695.99	19,526.67	1,169.32	58,580.00	35.33%	(37,884.01)
20-32-02	MISCELLANEOUS PERMITS	200.00	260.00	120.00	630.00	583.33	46.67	1,750.00	36.00%	(1,120.00)
20-33-01	HIGHWAY USERS TAX	3,260.36	3,343.80	3,360.36	9,964.52	14,703.67	(4,739.15)	44,111.00	22.59%	(34,146.48)
20-33-10	ROAD & BRIDGE	1,965.51	941.02	2,771.59	5,968.31	2,166.67	3,801.64	6,500.00	91.82%	(531.69)
20-35-02	MOTOR FUEL TAX REFUNDS	-	-	-	-	516.67	(516.67)	1,550.00	0.00%	(1,550.00)
		23,840.59	13,008.74	6,493.05	52,014.54	72,099.33	(20,084.79)	216,298.00	24.05%	(164,283.46)
20-45-03	SALARIES & WAGES	6,975.90	4,488.93	4,656.85	20,781.95	27,179.57	6,397.62	81,538.70	25.49%	(60,756.75)
20-45-04	EMPLOYER FICA	415.53	267.02	277.43	1,242.83	1,645.42	402.59	4,936.27	25.18%	(3,693.44)
20-45-05	EMPLOYER MEDICARE	97.20	62.45	64.90	290.72	384.82	94.10	1,154.45	25.18%	(863.73)
20-45-06	UNEMPLOYMENT TAX	20.96	13.50	13.98	61.73	79.62	17.89	238.85	25.84%	(177.12)
20-45-07	INSURANCE BENEFITS	1,639.70	823.06	822.03	3,291.22	8,053.91	4,762.69	24,161.73	13.62%	(20,870.51)
20-45-08	PENSION BENEFITS	322.78	197.92	190.52	901.83	-	(901.83)	-	-	901.83
20-45-10	WORKMENS COMPENSATION	-	-	-	3,305.00	1,156.00	(2,149.00)	3,468.00	95.30%	(163.00)
20-45-15	OFFICE SUPPLIES	-	-	-	-	10.00	10.00	30.00	0.00%	(30.00)
20-45-16	OPERATING SUPPLIES	3.26	4.29	2.56	10.11	280.00	269.89	840.00	1.20%	(829.89)
20-45-17	POSTAGE	-	-	-	-	63.33	63.33	190.00	0.00%	(190.00)
20-45-20	LEGAL & ENG SERVICES	-	-	-	-	-	-	-	-	-
20-45-22	REPAIRS & MAINTENANCE	450.44	636.48	-	1,086.92	4,238.67	3,151.75	12,716.00	8.55%	(11,629.08)
20-45-23	VEHICLE EXPENSE	1,274.95	782.60	613.58	2,671.13	2,385.00	(286.13)	7,155.00	37.33%	(4,483.87)
20-45-24	RENTALS	-	-	-	-	-	-	-	-	-
20-45-25	SHOP EXPENSE	169.57	784.93	186.64	1,150.45	626.33	(524.12)	1,879.00	61.23%	(728.55)
20-45-26	TRAVEL & MEETINGS	-	-	-	-	-	-	-	-	-
20-45-27	INSURANCE & BONDS	-	-	55.75	3,247.75	1,105.67	(2,142.08)	3,317.00	97.91%	(69.25)
20-45-28	UTILITIES	912.09	753.85	960.10	3,672.39	3,588.33	(84.06)	10,765.00	34.11%	(7,092.61)
20-45-43	STREET LIGHTING	-	-	-	-	-	-	-	-	-
20-45-29	TELEPHONE	33.76	66.56	55.75	190.24	250.33	60.09	751.00	25.33%	(560.76)
20-45-30	PUBLISHING & ADS	24.00	-	-	24.00	-	(24.00)	-	-	24.00
20-45-31	DUES & SUBSCRIPTIONS	-	-	-	-	-	-	-	-	-
20-45-42	SNOW REMOVAL	-	1,550.19	141.33	1,725.06	2,719.00	993.94	8,157.00	21.15%	(6,431.94)
20-45-70	CAPITAL OUTLAY	-	-	-	-	18,333.33	18,333.33	55,000.00	0.00%	(55,000.00)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
		12,340.14	10,431.78	8,041.42	43,653.33	72,099.33	28,446.00	216,298.00	20.18%	(172,644.67)
		11,500.45	2,576.96	(1,548.37)	8,361.21	-	8,361.21	-	-	(336,928.13)
	BEGINNING RESERVE									
	INCOME	23,840.59	13,008.74	6,493.05	52,014.54	72,099.33	(20,084.79)	216,298.00		(164,283.46)
	EXPENDITURE	12,340.14	10,431.78	8,041.42	43,653.33	72,099.33	28,446.00	216,298.00		(172,644.67)
	ADJUSTMENT									
	NET CHANGE	11,500.45	2,576.96	(1,548.37)	8,361.21	-	8,361.21	-		8,361.21
	ENDING RESERVE				8,361.21	-	8,361.21	-		8,361.21
	DESIRED				21,826.67					
	EXCESS				(13,465.46)					

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	REMAINING BUDGET
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	
<b>STREET-CAPITAL IMPROVEMENT</b>										
22-31-05	IMPACT FEE	4,688.08	4,114.95	4,357.68	17,476.32	20,607.33	(3,131.01)	61,822.00	28.27%	(44,345.68)
22-35-04	SALES TAX - TOWN	-	-	-	-	-	-	-	-	-
	MARIJUANA REVENUE	-	-	-	-	8,333.33	(8,333.33)	25,000.00	0.00%	(25,000.00)
22-33-01	HIGHWAY USER TAX	-	-	-	-	-	-	-	-	-
	TRANSFER	-	-	-	-	59,057.67	(59,057.67)	177,173.00	0.00%	(177,173.00)
	RESERVES	-	-	-	-	17,001.67	(17,001.67)	51,005.00	-	(51,005.00)
		4,688.08	4,114.95	4,357.68	17,476.32	105,000.00	(87,523.68)	315,000.00	-	(297,523.68)
	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
22-45-22	REPAIRS & MAINTENANCE	-	-	-	-	105,000.00	105,000.00	315,000.00	0.00%	(315,000.00)
22-45-99	TRANSFER	-	-	-	-	-	-	-	-	-
		-	-	-	-	105,000.00	105,000.00	315,000.00	-	(315,000.00)
		4,688.08	4,114.95	4,357.68	17,476.32	-	17,476.32	-	-	17,476.32
	BEGINNING RESERVE	-	-	-	-	-	-	-	-	-
	INCOME	4,688.08	4,114.95	4,357.68	17,476.32	105,000.00	(87,523.68)	315,000.00	-	(297,523.68)
	EXPENDITURE	-	-	-	-	105,000.00	105,000.00	315,000.00	-	(315,000.00)
	ADJUSTMENT	-	-	-	-	-	-	-	-	-
	NET CHANGE	4,688.08	4,114.95	4,357.68	17,476.32	-	17,476.32	-	-	17,476.32
	ENDING RESERVE	-	-	-	17,476.32	-	17,476.32	-	-	17,476.32
<b>BRIDGE</b>										
24-35-04	INTEREST INCOME	27.81	32.41	38.83	151.74	2,333.33	(2,181.59)	7,000.00	2.17%	(6,848.26)
24-35-13	BRIDGE REVENUE	-	-	-	-	13,333.33	(13,333.33)	40,000.00	0.00%	(40,000.00)
		27.81	32.41	38.83	151.74	15,666.67	(15,514.93)	47,000.00	0.32%	(46,848.26)
24-45-22	REPAIRS & MAINTENANCE	-	-	-	-	16,666.67	16,666.67	50,000.00	0.00%	(50,000.00)
		-	-	-	-	16,666.67	16,666.67	50,000.00	0.00%	(50,000.00)
		27.81	32.41	38.83	151.74	(1,000.00)	1,151.74	(3,000.00)	-	3,151.74
	BEGINNING RESERVE	-	-	-	-	-	-	-	-	-
	INCOME	27.81	32.41	38.83	151.74	15,666.67	(15,514.93)	47,000.00	-	(46,848.26)
	EXPENDITURE	-	-	-	-	16,666.67	16,666.67	50,000.00	-	(50,000.00)
	NET CHANGE	27.81	32.41	38.83	151.74	(1,000.00)	1,151.74	(3,000.00)	-	3,151.74
	ENDING RESERVE	-	-	-	151.74	(1,000.00)	1,151.74	(3,000.00)	-	3,151.74
<b>SIDEWALK</b>										
26-30-01	SIDEWALK REVENUE	2,565.46	2,387.43	2,602.94	10,156.44	10,344.67	(188.23)	31,034.00	32.73%	(20,877.56)
		2,565.46	2,387.43	2,602.94	10,156.44	10,344.67	(188.23)	31,034.00	32.73%	(20,877.56)
26-45-15	OFFICE SUPPLIES	-	-	-	-	-	-	-	-	-
26-45-20	LEGAL SERVICES	-	-	-	-	-	-	-	-	-
26-45-22	REPAIRS & MAINTENANCE	-	-	-	-	10,344.67	10,344.67	31,034.00	0.00%	(31,034.00)
26-45-30	PUBLISHING & ADS	-	-	-	-	-	-	-	-	-
26-49-99	TRANSFERS	-	-	-	-	-	-	-	-	-
		-	-	-	-	10,344.67	10,344.67	31,034.00	0.00%	(31,034.00)
		2,565.46	2,387.43	2,602.94	10,156.44	-	10,156.44	-	-	10,156.44
	BEGINNING RESERVE	-	-	-	-	-	-	-	-	-
	INCOME	2,565.46	2,387.43	2,602.94	10,156.44	10,344.67	(188.23)	31,034.00	-	(20,877.56)
	EXPENDITURE	-	-	-	-	10,344.67	10,344.67	31,034.00	-	(31,034.00)
	NET CHANGE	2,565.46	2,387.43	2,602.94	10,156.44	-	10,156.44	-	-	10,156.44
	ENDING RESERVE	-	-	-	10,156.44	-	10,156.44	-	-	10,156.44

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	REMAINING BUDGET
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	
<b>SPACE2CREATE</b>										
32-35-01	BOETTCHER GRANT	-	-	-	-	-	-	-	-	-
32-35-02	DOLA GRANT	-	-	-	-	-	-	-	-	-
	CCI	-	-	-	-	-	-	-	-	-
32-35-05	INTEREST	1.62	1.68	1.52	6.50	10.00	(3.50)	30.00	21.67%	(23.50)
32-35-09	S2C CONTRIBUTIONS	-	-	-	-	-	-	-	-	-
	RESERVES	-	-	-	-	4,387.86	(4,387.86)	13,163.57	0.00%	(13,163.57)
		1.62	1.68	1.52	6.50	4,397.86	(4,391.36)	13,193.57	0.05%	(13,187.07)
32-50-02	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
32-50-15	OFFICE SUPPLIES	-	-	-	-	-	-	-	-	-
32-50-17		-	-	-	-	-	-	-	-	-
32-50-22	STUDIES	159.50	-	-	159.50	-	(159.50)	-	-	159.50
		-	-	-	-	-	-	-	-	-
32-50-26	TRAVEL & MEETINGS	-	-	-	-	-	-	-	-	-
32-50-30	PUBLISHING & ADS	-	-	1,250.00	1,250.00	4,397.86	3,147.86	13,193.57	9.47%	(11,943.57)
		159.50	-	1,250.00	1,409.50	4,397.86	2,988.36	13,193.57	10.68%	(11,784.07)
		(157.88)	1.68	(1,248.48)	(1,403.00)	-	(1,403.00)	-	-	(1,403.00)
	BEGINNING RESERVE					-	-	-	-	-
	INCOME	1.62	1.68	1.52	6.50	4,397.86	(4,391.36)	13,193.57		(13,187.07)
	EXPENDITURE	159.50	-	1,250.00	1,409.50	4,397.86	2,988.36	13,193.57		(11,784.07)
	NET CHANGE	(157.88)	1.68	(1,248.48)	(1,403.00)	-	(1,403.00)	-		(1,403.00)
	ENDING RESERVE				(1,403.00)	-	(1,403.00)	-		(1,403.00)
<b>CONSERVATION TRUST FUND</b>										
40-38-01	CONSERVATION TRUST-REV.	-	2,080.96	-	2,080.96	2,497.33	(416.37)	7,492.00	27.78%	(5,411.04)
40-38-02	INTEREST	1.24	1.06	0.96	4.32	1.00	3.32	3.00	144.00%	1.32
	RESERVES	-	-	-	-	2,112.56	(2,112.56)	6,337.67	0.00%	(6,337.67)
		1.24	2,082.02	0.96	2,085.28	4,610.89	(2,525.61)	13,832.67	15.08%	(11,747.39)
40-46-20	EXPENDITURES-CONS. TRUST	-	-	-	-	4,610.89	4,610.89	13,832.67	0.00%	(13,832.67)
		-	-	-	-	4,610.89	4,610.89	13,832.67	0.00%	(13,832.67)
		1.24	2,082.02	0.96	2,085.28	-	2,085.28	-	-	2,085.28
	BEGINNING RESERVE					-	-	-	-	-
	INCOME	1.24	2,082.02	0.96	2,085.28	4,610.89	(2,525.61)	13,832.67		(11,747.39)
	EXPENDITURE	-	-	-	-	4,610.89	4,610.89	13,832.67		(13,832.67)
	NET CHANGE	1.24	2,082.02	0.96	2,085.28	-	2,085.28	-		2,085.28
	ENDING RESERVE				2,085.28	-	2,085.28	-		2,085.28
<b>CAPITAL IMPROVEMENT</b>										
50-31-03	SALES TAX - CAP IMP	14,755.73	16,530.09	21,258.55	52,544.37	70,096.67	(17,552.30)	210,290.00	24.99%	(157,745.63)
50-31-06	AIRPORT REVENUE	1,275.00	-	637.50	2,550.00	2,550.00	-	7,650.00	33.33%	(5,100.00)
50-31-13	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	-	-
	RESERVES	-	-	-	-	89,528.83	(89,528.83)	268,586.49	0.00%	(268,586.49)
		16,030.73	16,530.09	21,896.05	55,094.37	162,175.50	(107,081.13)	486,526.49	11.32%	(431,432.12)
50-70-20	CAPITAL OUTLAY	3,558.45	7,256.80	2,958.99	40,698.70	103,117.68	62,418.98	309,353.03	13.16%	(268,654.33)
50-70-99	Transfer Out	-	-	-	-	59,057.82	59,057.82	177,173.46	0.00%	(177,173.46)
		3,558.45	7,256.80	2,958.99	40,698.70	162,175.50	121,476.80	486,526.49	8.37%	(445,827.79)
		12,472.28	9,273.29	18,937.06	14,395.67	-	(228,557.92)	-	-	14,395.67
	BEGINNING RESERVE					-	-	-	-	-
	INCOME	16,030.73	16,530.09	21,896.05	55,094.37	162,175.50	(107,081.13)	486,526.49		(431,432.12)
	EXPENDITURE	3,558.45	7,256.80	2,958.99	40,698.70	162,175.50	121,476.80	486,526.49		(445,827.79)
	NET CHANGE	12,472.28	9,273.29	18,937.06	14,395.67	-	14,395.67	-		14,395.67
	ENDING RESERVE				14,395.67	-	14,395.67	-		14,395.67

Description	PROJECT	ACTUAL	REMAINING	2021 SALES TAX	2021		2019	2018 CARRY	2017	2016
					2020-2015 CELL TOWER	2014				
<b>AIRPORT</b>										
PAONIA SHARE AIRPORT	60,192.00		60,192.00	(7,650.00)	(45,900.00)	(6,642.00)				
<b>ADMINISTRATION</b>										
BUILDING CODE UPDATE	1,687.00		1,687.00				(1,687.00)			
TOWN HALL UPGRADE	38,037.00	4,641.68	33,395.32	(20,000.00)			(4,286.46)			(3,750.04)
COMPUTERS	7,550.00	3,625.46	3,924.54	(7,550.00)						
BIKE RACK	400.00		400.00				(400.00)			
<b>POLICE</b>										
VEHICLE	35,000.00	28,931.56	6,068.44	(35,000.00)						
<b>PUBLIC WORKS</b>										
STREETS	189,382.21		189,382.21	(35,000.00)			(49,226.38)	(14,725.00)	(14,132.04)	(30,758.17)
SIGN REPLACEMENT	6,894.00		6,894.00				(1,490.46)	(296.80)	(4,894.00)	
ELLEN HANSON SMITH CTR	20,000.00		20,000.00				(20,000.00)			
VEHICLE	90,000.00		90,000.00	(45,000.00)			(45,000.00)			
EQUIPMENT	112,705.00	3,500.00	109,205.00	(67,740.00)			(32,780.00)			
<b>TOTAL</b>	<b>561,847.21</b>	<b>40,698.70</b>	<b>521,148.51</b>	<b>(217,940.00)</b>	<b>(45,900.00)</b>	<b>(6,642.00)</b>	<b>(160,184.34)</b>	<b>(15,021.80)</b>	<b>(19,026.04)</b>	<b>(34,508.21)</b>
				<b>(210,290.00)</b>						

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	REMAINING BUDGET
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	
<b>WATER</b>										
60-36-01	WATER CHARGES-RECEIVED	87,275.17	68,037.80	75,813.05	305,382.60	397,831.33	(92,448.73)	1,193,494.00	25.59%	(888,111.40)
60-36-02	WATER TAPS	500.00	500.00	500.00	2,000.00	-	2,000.00	-		2,000.00
60-36-03	SALES & SERVICES	1,077.42	425.00	375.00	2,502.42	1,500.00	1,002.42	4,500.00	55.61%	(1,997.58)
60-36-04	STANDBY TAP FEES	3,810.00	3,852.31	4,044.00	15,750.31	18,828.00	(3,077.69)	56,484.00	27.88%	(40,733.69)
60-36-05	WATER TANK MONEY	-	-	-	2.00	1,800.00	(1,798.00)	5,400.00	0.04%	(5,398.00)
60-36-09	PENALTIES	-	-	-	-	333.33	(333.33)	1,000.00	0.00%	(1,000.00)
60-36-12	RENTS	-	-	-	-	333.33	(333.33)	1,000.00	0.00%	(1,000.00)
60-36-30	GRANT FUNDS	-	-	-	-	-	-	-		-
	MISCELLANEOUS	-	-	-	-	-	-	-		-
		92,662.59	72,815.11	80,732.05	325,637.33	420,626.00	(94,988.67)	1,261,878.00	25.81%	(936,240.67)
60-50-02	TRUSTEES/ADMIN SALARIES	-	300.00	-	300.00	-	(300.00)	-		300.00
60-50-03	SALARIES & WAGES	16,002.28	10,708.67	10,426.08	47,388.99	47,839.23	450.24	143,517.69	33.02%	(96,128.70)
60-50-04	EMPLOYER FICA	936.95	645.76	609.63	2,806.74	2,768.64	(38.10)	8,305.92	33.79%	(5,499.18)
60-50-05	EMPLOYER MEDICARE	219.11	151.03	142.58	656.42	687.01	30.59	2,061.04	31.85%	(1,404.62)
60-50-06	UNEMPLOYMENT TAX	48.00	32.11	31.29	141.57	140.94	(0.63)	422.82	33.48%	(281.25)
60-50-07	INSURANCE BENEFITS	4,820.50	2,421.75	2,417.64	9,682.89	15,763.84	6,080.95	47,291.53	20.47%	(37,608.64)
60-50-08	PENSION BENEFITS	781.93	452.22	422.62	2,079.39	-	(2,079.39)	-		2,079.39
	CONTRACT LABOR	-	-	-	-	-	-	-		-
60-50-10	WORKMENS COMPENSATION	-	-	-	3,068.18	1,073.33	(1,994.85)	3,220.00	95.29%	(151.82)
60-50-15	OFFICE SUPPLIES	-	-	-	-	106.67	106.67	320.00	0.00%	(320.00)
60-50-16	OPERATING SUPPLIES	791.64	3,061.70	1,164.44	5,113.78	3,650.00	(1,463.78)	10,950.00	46.70%	(5,836.22)
60-50-17	POSTAGE	947.08	844.40	258.39	2,049.87	1,308.33	(741.54)	3,925.00	52.23%	(1,875.13)
60-50-20	LEGAL & ENG SERVICES	-	-	-	-	166.67	166.67	500.00	0.00%	(500.00)
60-50-21	AUDIT	-	-	-	-	3,666.67	3,666.67	11,000.00	0.00%	(11,000.00)
60-50-22	REPAIRS & MAINTENANCE	4,296.30	7,184.56	5,272.91	21,741.11	64,885.33	43,144.22	194,656.00	11.17%	(172,914.89)
60-50-23	VEHICLE EXPENSE	1,694.88	1,050.42	1,686.67	4,431.97	2,073.00	(2,358.97)	6,219.00	71.26%	(1,787.03)
60-50-24	RENTALS	-	-	-	-	-	-	-		-
60-50-25	SHOP EXPENSE	432.40	363.26	82.69	887.67	1,101.67	214.00	3,305.00	26.86%	(2,417.33)
60-50-26	TRAVEL & MEETINGS	-	12.50	-	12.50	652.33	639.83	1,957.00	0.64%	(1,944.50)
60-50-27	INSURANCE & BONDS	-	80.00	55.75	23,737.57	7,836.00	(15,901.57)	23,508.00	100.98%	229.57
60-50-28	UTILITIES	2,935.42	2,885.90	3,469.78	10,083.76	9,108.33	(975.43)	27,325.00	36.90%	(17,241.24)
60-50-29	TELEPHONE	423.71	424.04	447.34	1,718.96	1,400.00	(318.96)	4,200.00	40.93%	(2,481.04)
60-50-30	PUBLISHING & ADS	-	123.22	18.60	141.82	59.67	(82.15)	179.00	79.23%	(37.18)
60-50-31	DUES & SUBSCRIPTIONS	8,690.00	1,710.00	-	10,537.50	618.33	(9,919.17)	1,855.00	568.06%	8,682.50
60-50-32	FEES & PERMITS	3,573.10	30.36	1,564.14	12,157.19	3,887.00	(8,270.19)	11,661.00	104.26%	496.19
60-50-33	DATA PROCESSING	723.98	723.98	1,489.98	4,534.78	4,552.00	17.22	13,656.00	33.21%	(9,121.22)
60-50-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	66.67	66.67	200.00	0.00%	(200.00)
60-50-42	CONTRACT SERVICES	-	-	300.00	300.00	-	(300.00)	-		300.00
60-50-44	Norris Retirement	1,680.00	1,680.00	1,680.00	6,720.00	6,720.00	-	20,160.00	33.33%	(13,440.00)
60-50-50	Water Power Authority Loan	-	-	-	86,918.95	63,740.67	(23,178.28)	191,222.00	45.45%	(104,303.05)
60-50-51	Drinking Water Revolving Fund	11,671.70	-	-	11,671.70	8,018.00	(3,653.70)	24,054.00	48.52%	(12,382.30)
	UBB Line of Credit	-	-	-	-	3.33	3.33	10.00	0.00%	(10.00)
60-50-54	Debt Service	-	-	-	-	-	-	-		-
60-50-70	CAPITAL OUTLAY	-	-	-	-	50,000.00	50,000.00	150,000.00	0.00%	(150,000.00)
60-50-71	PASS-THRU	2,732.56	2,156.70	2,395.71	9,633.99	12,499.67	2,865.68	37,499.00	25.69%	(27,865.01)
60-50-75	GRANT PROJECTS	5,115.00	3,940.00	5,697.50	14,752.50	-	(14,752.50)	-		14,752.50
60-50-99	Transfers	-	-	-	-	-	-	-		-
60-59-90	DEPRECIATION	-	-	-	-	106,232.67	106,232.67	318,698.00	0.00%	(318,698.00)
		68,516.54	40,982.58	39,633.74	293,269.80	420,626.00	127,356.20	1,261,878.00	23.24%	(968,608.20)
		24,146.05	31,832.53	41,098.31	32,367.53	-	(32,367.53)	-		(32,367.53)
	BEGINNING RESERVE	-	-	-	-	-	-	-		-
	INCOME	92,662.59	72,815.11	80,732.05	325,637.33	420,626.00	(94,988.67)	1,261,878.00		(936,240.67)
	EXPENDITURE	68,516.54	40,982.58	39,633.74	293,269.80	420,626.00	127,356.20	1,261,878.00		(968,608.20)
	NET CHANGE	24,146.05	31,832.53	41,098.31	32,367.53	-	32,367.53	-		32,367.53
	ENDING RESERVE	-	-	-	32,367.53	-	32,367.53	-		32,367.53

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
<b>SEWER</b>										
70-37-01	SEWER CHARGES - RECEIVED	44,141.94	44,182.07	44,319.70	176,955.02	179,332.00	(2,376.98)	537,996.00	32.89%	(361,040.98)
70-37-04	SEWER TAPS	500.00	500.00	500.00	2,000.00	5,000.00	(3,000.00)	15,000.00	13.33%	(13,000.00)
70-37-05	SEWER RENTAL PROPERTY	-	-	-	-	-	-	-	-	-
70-37-09	Interest Income	42.04	47.49	53.26	212.26	1,533.33	(1,321.07)	4,600.00	4.61%	(4,387.74)
70-37-13	GRANT REVENUE	-	-	-	-	-	-	-	-	-
70-37-14	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
		44,683.98	44,729.56	44,872.96	179,167.28	185,865.33	(6,698.05)	557,596.00	32.13%	(378,428.72)
70-51-02	TRUSTEES/ADMIN SALARIES	-	300.00	-	300.00	-	(300.00)	-	-	300.00
70-51-03	SALARIES & WAGES	13,523.24	9,058.20	8,798.42	40,040.97	40,595.42	554.45	121,786.26	32.88%	(81,745.29)
70-51-04	EMPLOYER FICA	793.15	550.03	515.30	2,377.87	2,382.30	4.43	7,146.89	33.27%	(4,769.02)
70-51-05	EMPLOYER MEDICARE	185.50	128.61	120.51	556.10	583.49	27.39	1,750.47	31.77%	(1,194.37)
70-51-06	UNEMPLOYMENT TAX	40.55	27.16	26.39	119.53	119.52	(0.01)	358.57	33.34%	(239.04)
70-51-07	INSURANCE BENEFITS	4,016.39	2,017.57	2,013.95	8,066.61	13,407.27	5,340.66	40,221.81	20.06%	(32,155.20)
70-51-08	PENSION BENEFITS	661.55	380.60	354.70	1,751.57	-	(1,751.57)	-	-	1,751.57
	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
70-51-10	WORKMENS COMPENSATION	-	-	-	902.01	315.67	(586.34)	947.00	95.25%	(44.99)
70-51-15	OFFICE SUPPLIES	-	-	-	-	55.33	55.33	166.00	0.00%	(166.00)
70-51-16	OPERATING SUPPLIES	563.66	2,772.18	952.93	4,288.77	2,954.33	(1,334.44)	8,863.00	48.39%	(4,574.23)
70-51-17	POSTAGE	163.59	362.65	160.49	686.73	750.00	63.27	2,250.00	30.52%	(1,563.27)
70-51-20	LEGAL & ENG SERVICES	-	-	-	-	-	-	-	-	-
70-51-21	AUDIT	-	-	-	-	1,500.00	1,500.00	4,500.00	0.00%	(4,500.00)
70-51-22	REPAIRS & MAINTENANCE	5,826.19	2,804.89	1,707.65	10,338.73	16,287.33	5,948.60	48,862.00	21.16%	(38,523.27)
70-51-23	VEHICLE EXPENSE	2,062.34	1,050.01	1,283.85	5,137.20	2,132.33	(3,004.87)	6,397.00	80.31%	(1,259.80)
70-51-24	RENTALS	-	-	-	-	-	-	-	-	-
70-51-25	SHOP EXPENSE	171.75	376.30	57.73	615.10	1,058.00	442.90	3,174.00	19.38%	(2,558.90)
70-51-26	TRAVEL & MEETINGS	-	12.50	-	12.50	769.00	756.50	2,307.00	0.54%	(2,294.50)
70-51-27	INSURANCE & BONDS	-	-	55.75	8,658.89	2,938.67	(5,720.22)	8,816.00	98.22%	(157.11)
70-51-28	UTILITIES	3,171.26	2,112.91	2,320.37	10,212.65	11,717.00	1,504.35	35,151.00	29.05%	(24,938.35)
70-51-29	TELEPHONE	401.38	80.55	101.95	664.24	560.33	(103.91)	1,681.00	39.51%	(1,016.76)
70-51-30	PUBLISHING & ADS	-	20.00	18.60	38.60	-	(38.60)	-	-	38.60
70-51-31	DUES & SUBSCRIPTIONS	-	-	-	137.50	146.00	8.50	438.00	31.39%	(300.50)
70-51-32	FEES & PERMITS	191.05	1,545.39	19.14	1,882.61	2,439.67	557.06	7,319.00	25.72%	(5,436.39)
70-51-33	DATA PROCESSING	724.02	724.02	1,490.03	4,534.96	6,342.33	1,807.37	19,027.00	23.83%	(14,492.04)
70-51-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	50.00	50.00	150.00	0.00%	(150.00)
70-51-42	CONTRACT SERVICES	-	-	300.00	300.00	-	(300.00)	-	-	300.00
70-51-43	Gaging Station	-	-	-	1,271.00	1,363.00	92.00	4,089.00	31.08%	(2,818.00)
70-51-51	Rural Development P&I	-	-	-	-	35,994.33	35,994.33	107,983.00	0.00%	(107,983.00)
70-51-54	Debt Reserve	-	74,750.00	-	74,750.00	-	(74,750.00)	-	-	74,750.00
70-51-70	CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
70-51-71	PASS THRU	1,324.26	1,325.46	1,329.59	5,308.65	5,530.00	221.35	16,590.00	32.00%	(11,281.35)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
	TRANSFER	-	-	-	-	-	-	-	-	-
70-59-90	DEPRECIATION	-	-	-	-	35,874.00	35,874.00	107,622.00	0.00%	(107,622.00)
		33,819.88	100,399.03	21,627.35	182,952.79	185,865.33	2,912.54	557,596.00	32.81%	(374,643.21)
		10,864.10	(55,669.47)	23,245.61	(3,785.51)	-	(3,785.51)	-	-	(3,785.51)
	BEGINNING RESERVE									
	INCOME	44,683.98	44,729.56	44,872.96	179,167.28	185,865.33	(6,698.05)	557,596.00		(378,428.72)
	EXPENDITURE	33,819.88	100,399.03	21,627.35	182,952.79	185,865.33	2,912.54	557,596.00		(374,643.21)
	ADJUSTMENT									
	NET CHANGE	10,864.10	(55,669.47)	23,245.61	(3,785.51)	-	(3,785.51)	-		(3,785.51)
	ENDING RESERVE				(3,785.51)	-	(3,785.51)	-		(3,785.51)

AS OF: ACCT NO	DRAFT 4/30/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021		2021	33%	
		APRIL ACTUAL	MARCH ACTUAL	FEBRUARY ACTUAL	CUR YTD ACTUAL	4 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
<b>GARBAGE</b>										
80-30-02	GARBAGE FEES - RECEIVED	21,041.97	21,092.94	21,079.32	84,456.03	85,924.00	(1,467.97)	257,772.00	32.76%	(173,315.97)
80-30-03	X-Trash	-	-	323.00	883.00	433.33	449.67	1,300.00	67.92%	(417.00)
		21,041.97	21,092.94	21,402.32	85,339.03	86,357.33	(1,018.30)	259,072.00	32.94%	(173,732.97)
80-52-02	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
80-52-03	SALARIES & WAGES	13,572.56	8,833.55	9,091.04	40,639.95	39,455.74	(1,184.21)	118,367.21	34.33%	(77,727.26)
80-52-04	EMPLOYER FICA	806.74	524.46	534.26	2,419.95	2,415.21	(4.74)	7,245.62	33.40%	(4,825.67)
80-52-05	EMPLOYER MEDICARE	188.63	122.63	124.91	565.79	564.85	(0.94)	1,694.54	33.39%	(1,128.75)
80-52-06	UNEMPLOYMENT TAX	40.68	26.48	26.95	120.25	116.86	(3.39)	350.59	34.30%	(230.34)
80-52-07	INSURANCE BENEFITS	3,940.86	1,977.43	1,976.41	7,908.67	8,678.20	769.53	26,034.61	30.38%	(18,125.94)
80-52-08	PENSION BENEFITS	651.13	416.82	409.42	1,887.48	2,911.81	1,024.33	8,735.43	21.61%	(6,847.95)
80-52-10	WORKMEN'S COMP	-	-	-	5,772.32	6,057.00	284.68	6,057.00	95.30%	(284.68)
80-52-15	OFFICE SUPPLIES	-	-	-	-	67.33	67.33	202.00	0.00%	(202.00)
80-52-16	OPERATING SUPPLIES	65.34	86.04	51.35	202.73	381.67	178.94	1,145.00	17.71%	(942.27)
80-52-17	POSTAGE	81.79	280.82	80.25	442.86	292.00	(150.86)	876.00	50.55%	(433.14)
80-52-20	LEGAL SERVICES	-	-	-	-	-	-	-	-	-
80-52-21	AUDIT	-	-	-	-	1,500.00	1,500.00	4,500.00	0.00%	(4,500.00)
80-52-22	REPAIRS & MAINTENANCE	-	-	-	-	35.33	35.33	106.00	0.00%	(106.00)
80-52-23	VEHICLE EXPENSE	688.88	630.68	717.23	2,036.79	2,643.00	606.21	7,929.00	25.69%	(5,892.21)
80-52-25	SHOP EXPENSE	277.22	109.53	92.19	488.26	227.00	(261.26)	681.00	71.70%	(192.74)
80-52-26	TRAVEL & MEETINGS	-	-	-	-	173.33	173.33	520.00	0.00%	(520.00)
80-52-27	INSURANCE & BONDS	-	-	55.75	5,708.35	4,985.00	(723.35)	4,985.00	114.51%	723.35
80-52-28	UTILITIES	212.70	154.49	260.74	1,074.90	525.33	(549.57)	1,576.00	68.20%	(501.10)
80-52-29	TELEPHONE	33.76	66.56	55.75	190.24	181.00	(9.24)	543.00	35.03%	(352.76)
80-52-30	PUBLISHING & ADS	-	20.00	18.60	38.60	11.67	(26.93)	35.00	110.29%	3.60
80-52-33	DATA PROCESSING	138.32	138.32	398.32	1,108.90	724.00	(384.90)	2,172.00	51.05%	(1,063.10)
80-52-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	90.00	90.00	270.00	0.00%	(270.00)
80-52-42	LANDFILL FEES	3,469.25	2,553.00	2,503.00	8,525.25	12,622.67	4,097.42	37,868.00	22.51%	(29,342.75)
80-52-43	Clean Up Day	-	2,100.00	-	2,100.00	600.00	(1,500.00)	1,800.00	116.67%	300.00
80-52-70	CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
80-52-71	PASS THRU	631.26	632.79	632.38	2,533.68	2,577.67	43.99	7,733.00	32.76%	(5,199.32)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
	DEPRICIATION	-	-	-	-	5,882.00	5,882.00	17,646.00	0.00%	(17,646.00)
		24,799.12	18,673.60	17,028.55	83,764.97	93,718.67	9,953.70	259,072.00	32.33%	(175,307.03)
		(3,757.15)	2,419.34	4,373.77	1,574.06	(7,361.33)	8,935.39	-	-	1,574.06
	BEGINNING RESERVE									
	INCOME	21,041.97	21,092.94	21,402.32	85,339.03	86,357.33	(1,018.30)	259,072.00		(173,732.97)
	EXPENDITURE	24,799.12	18,673.60	17,028.55	83,764.97	93,718.67	9,953.70	259,072.00		(175,307.03)
	ADJUSTMENT									
	NET CHANGE	(3,757.15)	2,419.34	4,373.77	1,574.06	(7,361.33)	8,935.39	-		1,574.06
	ENDING RESERVE				1,574.06	(7,361.33)	8,935.39	-		1,574.06

DRAFT		THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	33%		
AS OF:	4/30/2021	APRIL	MARCH	FEBRUARY	CUR YTD	4	REMAINING	ORIG	% OF	
ACCT NO	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	
<b>OVERALL SUMMARY</b>										
	ADMINISTRATION	33,470.86	20,079.41	46,916.99	106,454.38	52,902.67	53,551.71	158,708.00		(52,253.62)
	BUILDING	3,255.20	2,773.50	335.85	7,323.90	10,398.00	(3,074.10)	31,194.00		(23,870.10)
	LAW ENFORCEMENT	46,368.98	45,046.38	42,397.16	138,442.69	174,627.33	(36,184.64)	523,882.00		(385,439.31)
	PARKS	385.00	14,385.08	21,978.64	41,873.72	61,216.29	(19,342.57)	183,648.88		(141,775.16)
	STREETS	23,840.59	13,008.74	6,493.05	52,014.54	72,099.33	(20,084.79)	216,298.00		(164,283.46)
	STREET CAPITAL IMPROVEMENT	4,688.08	4,114.95	4,357.68	17,476.32	105,000.00	(87,523.68)	315,000.00		(297,523.68)
	BRIDGE	27.81	32.41	38.83	151.74	15,666.67	(15,514.93)	47,000.00		(46,848.26)
	SIDEWALK	2,565.46	2,387.43	2,602.94	10,156.44	10,344.67	(188.23)	31,034.00		(20,877.56)
	SPACE2CREATE	1.62	1.68	1.52	6.50	4,397.86	(4,391.36)	13,193.57		(13,187.07)
	CONSERVATION TRUST FUND	1.24	2,082.02	0.96	2,085.28	4,610.89	(2,525.61)	13,832.67		(11,747.39)
	CAPITAL IMPROVEMENT	16,030.73	16,530.09	21,896.05	55,094.37	162,175.50	(107,081.13)	486,526.49		(431,432.12)
		130,635.57	120,441.69	147,019.67	431,079.88	673,439.20	(242,359.32)	2,020,317.61	-	(1,589,237.73)
	WATER	92,662.59	72,815.11	80,732.05	325,637.33	420,626.00	(94,988.67)	1,261,878.00		(936,240.67)
	SEWER	44,683.98	44,729.56	44,872.96	179,167.28	185,865.33	(6,698.05)	557,596.00		(378,428.72)
	GARBAGE	21,041.97	21,092.94	21,402.32	85,339.03	86,357.33	(1,018.30)	259,072.00		(173,732.97)
		158,388.54	138,637.61	147,007.33	590,143.64	692,848.67	(102,705.03)	2,078,546.00	-	(1,488,402.36)
	<b>TOTAL REVENUE</b>	<b>289,024.11</b>	<b>259,079.30</b>	<b>294,027.00</b>	<b>1,021,223.52</b>	<b>1,366,287.87</b>	<b>(345,064.35)</b>	<b>4,098,863.61</b>	<b>-</b>	<b>(3,077,640.09)</b>
	ADMINISTRATION	32,138.60	22,373.21	16,910.51	83,378.51	52,902.67	(30,475.84)	158,708.00		(75,329.49)
	BUILDING	297.94	332.68	1,192.68	2,771.09	10,398.00	7,626.91	31,194.00		(28,422.91)
	LAW ENFORCEMENT	50,324.89	36,680.75	35,780.46	188,024.34	177,827.33	(10,197.01)	533,482.00		(345,457.66)
	PARKS	28,387.46	5,263.74	15,754.89	59,350.70	61,216.29	1,865.59	183,648.88		(124,298.18)
	STREETS	12,340.14	10,431.78	8,041.42	43,653.33	72,099.33	28,446.00	216,298.00		(172,644.67)
	STREET CAPITAL IMPROVEMENT	-	-	-	-	105,000.00	105,000.00	315,000.00		(315,000.00)
	BRIDGE	-	-	-	-	16,666.67	16,666.67	50,000.00		(50,000.00)
	SIDEWALK	-	-	-	-	10,344.67	10,344.67	31,034.00		(31,034.00)
	SPACE2CREATE	159.50	-	1,250.00	1,409.50	4,397.86	2,988.36	13,193.57		(11,784.07)
	CONSERVATION TRUST FUND	-	-	-	-	4,610.89	4,610.89	13,832.67		(13,832.67)
	CAPITAL IMPROVEMENT	3,558.45	7,256.80	2,958.99	40,698.70	162,175.50	121,476.80	486,526.49		(445,827.79)
		127,206.98	82,338.96	81,888.95	419,286.17	677,639.20	258,353.03	2,032,917.61	-	(1,613,631.44)
	WATER	68,516.54	40,982.58	39,633.74	293,269.80	420,626.00	127,356.20	1,261,878.00		(968,608.20)
	SEWER	33,819.88	100,399.03	21,627.35	182,952.79	185,865.33	2,912.54	557,596.00		(374,643.21)
	GARBAGE	24,799.12	18,673.60	17,028.55	83,764.97	93,718.67	9,953.70	259,072.00		(175,307.03)
		127,135.54	160,055.21	78,289.64	559,987.56	700,210.00	140,222.44	2,078,546.00	-	(1,518,558.44)
	<b>TOTAL EXPENDITURES</b>	<b>254,342.52</b>	<b>242,394.17</b>	<b>160,178.59</b>	<b>979,273.73</b>	<b>1,377,849.20</b>	<b>398,575.47</b>	<b>4,111,463.61</b>	<b>-</b>	<b>(3,132,189.88)</b>
	ADMINISTRATION	1,332.26	(2,293.80)	30,006.48	23,075.87	-	84,027.56	-		23,075.87
	BUILDING	2,957.26	2,440.82	(856.83)	4,552.81	-	(10,701.01)	-		4,552.81
	LAW ENFORCEMENT	(3,955.91)	8,365.63	6,616.70	(49,581.65)	(3,200.00)	(25,987.64)	(9,600.00)		(39,981.65)
	PARKS	(28,002.46)	9,121.34	6,223.75	(17,476.98)	-	(21,208.17)	-		(17,476.98)
	STREETS	11,500.45	2,576.96	(1,548.37)	8,361.21	-	(48,530.80)	-		8,361.21
	STREET CAPITAL IMPROVEMENT	4,688.08	4,114.95	4,357.68	17,476.32	-	(192,523.68)	-		17,476.32
	BRIDGE	27.81	32.41	38.83	151.74	(1,000.00)	(32,181.59)	(3,000.00)		3,151.74
	GENERAL FUND	(11,452.51)	24,358.31	44,838.24	(13,440.68)	(4,200.00)	(247,105.33)	(12,600.00)		(840.68)
	SIDEWALK	2,565.46	2,387.43	2,602.94	10,156.44	-	(10,532.89)	-		10,156.44
	SPACE2CREATE	(157.88)	1.68	(1,248.48)	(1,403.00)	-	(7,379.71)	-		(1,403.00)
	CONSERVATION TRUST FUND	1.24	2,082.02	0.96	2,085.28	-	(7,136.50)	-		2,085.28
	CAPITAL IMPROVEMENT	12,472.28	9,273.29	18,937.06	14,395.67	-	(228,557.92)	-		14,395.67
		3,428.59	38,102.73	65,130.72	11,793.71	(4,200.00)	(500,712.36)	(12,600.00)	-	24,393.71
	WATER	24,146.05	31,832.53	41,098.31	32,367.53	-	(222,344.87)	-		32,367.53
	SEWER	10,864.10	(55,669.47)	23,245.61	(3,785.51)	-	(9,610.60)	-		(3,785.51)
	GARBAGE	(3,757.15)	2,419.34	4,373.77	1,574.06	(7,361.33)	(10,972.00)	-		1,574.06
	ENTERPRISE FUND	31,253.00	(21,417.60)	68,717.69	30,156.08	(7,361.33)	(242,927.47)	-		30,156.08
	NET	34,681.59	16,685.13	133,848.41	41,949.79	(11,561.33)	(743,639.82)	(12,600.00)		54,549.79

AGENDA SUMMARY FORM

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

June 2, 2021

FOR: 06/08/2021

UBB OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		132,141.96
ACCOUNTS PAYABLE	05/20/2021 - 06/04/2021	(46,295.00)
LOAN PAYMENT		
NORRIS RETIREMENT PAYMENT	SCHEDULED FOR 6/26/21	(1,680.00)
CHASE CREDIT CARD	5/23/2021	(2,336.42)
AMAZON	6/1/2021	(336.56)
TRANSFER TO SUMMIT		
TRANSFER TO PAYROLL	6/4/2021	(23,161.25)
PAYROLL TAXES	6/4/2021	(10,495.77)
BALANCE AFTER PAYMENT		47,836.96

1  


UBB SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		628,441.04
TRANSFER FROM OPS		-
CURRENT FSBC PAYROLL BALANCE		25.00
TRANSFER FROM OPS		23,161.25
PAYROLL (DIRECT DEPOSIT)	6/4/2021	(23,161.25)
BALANCE AFTER PAYMENT		628,466.04

1  


	BANK BALANCES			DESCRIPTION
	FSBC	COLOTRUST	TOTAL	
As of: 06/03/2021				
GENERAL		532,311.15		COMBINED FUNDS
SEWER RESTRICTED		530,400.81		PROPERTY SALE-RESTRICTED
DEBT RESERVE		106,873.78		AMKO BOND REQUIRED RESERVE
BRIDGE RESERVE		588,613.82		BRIDGE RESERVE
CONS.TRUST	10,397.83			RESTRICTED TO PARK USE ONLY
GRANT PASS THRU	25.00			PLACE HOLDER-COMBINED FUNDS
INT GRANT	25.00			MOVING TO CD-AMKO BOND RESERVE
OPS	91,108.96			COMBINED FUNDS
PARK CONTRIBUTIONS	11,930.11			SPECIFIC PARK PROJECTS
PAYROLL	25.00			PLACE HOLDER-COMBINED FUNDS
SPACE-TO-CREATE	13,173.42			SPACE TO CREATE ONLY
SUMMIT	628,441.04			COMBINED FUNDS
WWTP	58,397.08			OLD SEWER REHAB ONLY
CD#2-402	202,500.76			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	255,051.53			COMBINED FUNDS
	1,271,075.73	1,758,199.56	3,029,275.29	

	CASH POSITION			DESCRIPTION
	COMBINED	RESTRICTED	TOTAL	
As of: 06/03/2021				
GENERAL	532,311.15			
SEWER RESTRICTED		530,400.81		RESTRICTED TO SEWER CAPITAL PROJECT
DEBT RESERVE		106,873.78		RESTRICTED LOAN REQUIREMENT
BRIDGE RESERVE		588,613.82		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		10,397.83		RESTRICTED TO PARK CAPITAL PROJECT
GRANT PASS THRU	25.00			
INT GRANT		25.00		RESTRICTED LOAN REQUIREMENT
OPS	91,108.96			
PARK CONTRIBUTIONS		11,930.11		SPECIFIC PARK PROJECTS AS DONATED
PAYROLL	25.00			
SPACE-TO-CREATE		13,173.42		SPACE TO CREATE ONLY
SUMMIT	628,441.04			
WWTP		58,397.08		OLD SEWER REHAB ONLY
CD#2-402	202,500.76			
CD#3-2578	255,051.53			
	1,709,463.44	1,319,811.85	3,029,275.29	

GRANT FUNDS SUMMARY			
COLORADO GRAND	EHS CENTER	10,000.00	R
DOLA (TIER1)	ASSET INVENTORY-REQUEST#1	15,687.32	R
DOLA (TIER1)	ASSET INVENTORY-REQUEST#2	10,923.95	R
DOLA (ADMIN)	SYSTEM ANALYSIS-REQUEST#1	2,074.37	R
DOLA (ADMIN)	SYSTEM ANALYSIS-REQUEST#2	2,637.13	R
CDOT	REVITALIZING MAIN STREET-REQUEST#1	2,789.85	R
CDOT	REVITALIZING MAIN STREET-REQUEST#2-REVISED	4,303.59	Q
CDOT	REVITALIZING MAIN STREET-REQUEST#3	5,997.72	Q
CDOT	REVITALIZING MAIN STREET-REQUEST\$4	11,409.42	Q
DOLA (CVRF)	COVID REIMBURSEMENT	36,270.94	R
DOLA (CVRF)	COVID REIMBURSEMENT	86,382.52	P
GOCO	PARK PLANNING	5,128.50	P
DOLA (ADMIN)	SYSTEM ANALYSIS-FINAL	9,283.75	P
TOTAL OUTSTANDING		149,492.69	

R=RECEIVED Q=REQUESTED P=IN PROCESS

Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
06/08/2021	1185	AQUAFIX INC	36303	3,959.73	.00	.00	3,959.73	✓		SEWER MAINTENANCE
06/08/2021	1141	BO JAMES NERLI	33945-33957	4,166.00	.00	.00	4,166.00	✓		ATTORNEY
06/08/2021	1141	BO JAMES NERLI	33947	494.00	.00	.00	494.00	✓		ATTORNEY-RIVERBANK
06/08/2021	14	Bolinger & Queen I	89395	53.75	.00	.00	53.75	✓		PARK DITCH
06/08/2021	14	Bolinger & Queen I	90533	304.18	.00	.00	304.18	✓		PARK-LEES IRRIGATION
06/08/2021	24	City of Delta	050521	311.00	.00	.00	311.00	✓		SEWER SAMPLES
06/08/2021	1103	Clisset LLC	F022521	11,346.73	.00	.00	11,346.73	✓		EHC-KITCHEN REMODEL
06/08/2021	852	Colorado Municipa	206274	355.00	.00	.00	355.00	✓		2021 MEMBERSHIP DUES
06/08/2021	1183	Column Software	30AD9EF0-0	45.86	.00	.00	45.86	✓		LEGAL NOTICES
06/08/2021	1183	Column Software	3C971BDD-0	41.75	.00	.00	41.75	✓		LEGAL NOTICES
06/08/2021	1183	Column Software	5C3B2B3E-0	680.92	.00	.00	680.92	✓		LEGAL NOTICES
06/08/2021	1207	Delta Building Cen	89398	3,529.00	.00	.00	3,529.00	✓		PARK PUMP HOUSE
06/08/2021	56	Delta County Land	350468-3526	4,604.50	.00	.00	4,604.50	✓		LANDFILL FEES
06/08/2021	46	Dependable Lumb	2105-174443	1,121.35	.00	.00	1,121.35	✓		VARIOUS
06/08/2021	48	Don's Market	01-1196402	29.96	.00	.00	29.96	✓		SHOP SUPPLIES
06/08/2021	48	Don's Market	01-1196864	45.07	.00	.00	45.07	✓		MEETING SUPPLIES
06/08/2021	368	Double J Disposal	45482	81.00	.00	.00	81.00	✓		IMG PORTA POTTY
06/08/2021	368	Double J Disposal	45483	211.00	.00	.00	211.00	✓		PARK PORTA POTTIES
06/08/2021	62	Feather Petroleum	5871883-557	1,807.32	.00	.00	1,807.32	✓		FUEL
06/08/2021	82	High Country Shop	86287	25.20	.00	.00	25.20	✓		CLASSIFIED AD
06/08/2021	82	High Country Shop	86520	25.20	.00	.00	25.20	✓		CLASSIFIED AD
06/08/2021	1074	Hutto, Ellen	020203	160.00	.00	.00	160.00	✓		TOWN HALL REPAIRS
06/08/2021	1124	JDS-Hydro Consul	33301-12	760.00	.00	.00	760.00	✓		SYSTEM ANALYSIS GRANT
06/08/2021	482	Larry D Gillenwate	423079	42.00	.00	.00	42.00	✓		CAR WASH
06/08/2021	470	Leon, Susan	060121-0630	725.00	.00	.00	725.00	✓		CLEANING CONTRACT
06/08/2021	103	Master Petroleum	CL57707-IN	670.26	.00	.00	670.26	✓		FUEL
06/08/2021	141	North Fork Service	920364-9203	723.35	.00	.00	723.35	✓		FUEL
06/08/2021	821	OneTime	2021-REFUN	32.00	.00	.00	32.00	✓		REFUND OF OVERPAYMENT
06/08/2021	122	Paonia Auto Parts	376465-3773	163.59	.00	.00	163.59	✓		VARIOUS
06/08/2021	125	Paonia Farm & Ho	84743-87557	529.32	.00	.00	529.32	✓		VARIOUS
06/08/2021	186	Phil's Auto	052521-10:5	195.72	.00	.00	195.72	✓		TOWING
06/08/2021	737	Ricoh USA Inc	5062072579	221.47	.00	.00	221.47	✓		COPIER COPIES
06/08/2021	656	Schmueser Gordo	2013-471.00	6,057.75	.00	.00	6,057.75	✓		ASSET INVENTORY GRANT
06/08/2021	656	Schmueser Gordo	2013-471.00	76.50	.00	.00	76.50	✓		RIVERBANK REVIEW (REIMBURSED)
06/08/2021	1170	Shums Coda Asso	04-2021	2,150.00	.00	.00	2,150.00	✓		APRIL BUILDING INSPECTOR
06/08/2021	897	The Place I Go	TPIG-3512	75.00	.00	.00	75.00	✓		ANNUAL FEE
06/08/2021	161	UNCC	221051085	89.76	.00	.00	89.76	✓		LOCATES
06/08/2021	162	United Companies	1399448	234.76	.00	.00	234.76	✓		WATER LEAK
06/08/2021	1009	US Postal Service	2021-BOX46	150.00	.00	.00	150.00	✓		ANNUAL FEE
Grand Totals:			39	46,295.00	.00	.00	46,295.00	✓		

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
06/08/2021	46,295.00	.00	.00	46,295.00	46,295.00
Grand Totals:	46,295.00	.00	.00	46,295.00	



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Customer Service: 1-800-945-2028

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June 2021						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10

New Balance  
**\$2,336.42**  
 Minimum Payment Due  
**\$40.00**  
 Payment Due Date  
**06/17/21**



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

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

## ACCOUNT SUMMARY

<b>Account Number:</b>	[REDACTED]
Previous Balance	\$9,861.73
Payment, Credits	-\$9,861.73
Purchases	+\$2,336.42
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$2,336.42</b>
Opening/Closing Date	04/24/21 - 05/23/21
Credit Limit	\$45,000
Available Credit	\$42,663
Cash Access Line	\$2,250
Available for Cash	\$2,250
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Limit</b>	<b>\$0.00</b>

## YOUR ACCOUNT MESSAGES

Your next AutoPay payment for \$2,336.42 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.



Manage your account online at : [www.chase.com/cardhelp](http://www.chase.com/cardhelp)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/17	AUTOMATIC PAYMENT - THANK YOU	-9,861.73
04/29	MESA COUNTY HEALTH 866-7566041 CO	40.00
05/21	SPRINT *WIRELESS 800-639-6111 KS CINDY JONES TRANSACTIONS THIS CYCLE (CARD 8901) \$9530.54- INCLUDING PAYMENTS RECEIVED	291.19
04/27	SQ *OASIS NURSERY gosq.com CO	1,140.00
05/16	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	40.00
05/17	USPS PO 0769660541 PAONIA CO CORINNE FERGUSON TRANSACTIONS THIS CYCLE (CARD 3742) \$1181.00	1.00
04/29	USPS PO 0769660541 PAONIA CO TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 8181) \$8.20	8.20
04/22	ALL TERRAIN MOTORSPORT GRAND JUNCTIO CO	710.62
05/11	TRACTOR SUPPLY CO #1791 DELTA CO	5.41
05/20	ABC-NV 913-8954600 KS TOWNOF PAONIA TRANSACTIONS THIS CYCLE (CARD 8158) \$816.03	100.00

### 2021 Totals Year-to-Date

Total fees charged in 2021	\$0.00
Total interest charged in 2021	\$0.00

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

## INTEREST CHARGES

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

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

30 Days in Billing Period

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

\*Includes Interest charges on Late or Return Payment fees.

\*\*This My Chase Loan has expired. Interest will continue to accrue on this My Chase Loan balance until it is paid in full.

For customer support, visit [www.amazon.com/contact-us](http://www.amazon.com/contact-us).

**Invoice summary** *Due 45 days from receipt of invoice*

Item subtotal before tax	\$ 336.56
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
<hr/>	
Total before tax	\$ 336.56
Tax	\$ 0.00
<b>Amount due</b>	<b>\$ 336.56 USD</b>



**Billing period** 5/1/21 to 5/31/21  
**Account #** A1PV6WMBDEC70K  
**Payment terms** Net 45

**Registered business name**

City of Paonia

**Bill to**

Town of Paonia  
 Corinne Ferguson  
 214 Grand Avenue  
 PO Box 460  
 PAONIA, CO 81428

**Group Name**

City of Paonia

**Pay by**

**Electronic funds transfer (EFT/ACH/Wire)**

**Account name** Amazon Capital Services, Inc.  
**Bank name** Wells Fargo Bank  
**Bank routing # (ABA)** 121000248  
**Bank account # (DDA)** 41630410406736077  
**SWIFT code (wire transfer)** WFBUS6S

**Check**

Amazon Capital Services  
 PO Box 035184  
 Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or  
 Email [ar-businessinvoicing@amazon.com](mailto:ar-businessinvoicing@amazon.com) to submit your remittance detail.

**Invoice details**

#	Ship date	PO #	Description	Qty	Unit price	Item subtotal before tax	Tax
1	5/4/21	CJ-OFFICE-05042021	Genuine Canon Ink Cartridge Multipack PG-240XXL Black & CL-241XL Color Combination	1	\$144.13	\$144.13	0.000%

ASIN: B01HEW0UU6 Sold by: NUSTAR ONLINE LLC  
 Order # 114-7402027-8587434  
 Order date: May 04, 2021

#	Ship date	PO #	Description	Qty	Unit price	Item subtotal before tax	Tax
6	5/13/21		Highland Pop-up Sticky Notes, 3 x 3 Inches, Yellow, 12 Pack (6549-PUY)  ASIN: B001C5Y4RC Sold by: Amazon.com Services LLC Order # 114-3438585-8695426 Order date: May 07, 2021	1	\$6.59	\$6.59	0.000%
7	5/13/21		2021-2022 Calendar - 18 Monthly Wall Calendar with Thick Paper, Jan 2021 - Jun 2022, 12" x 17", Large Blocks with Julian Dates, Twin-Wire Binding, Han  ASIN: B08HQQFXDM5 Sold by: shenzhenshi linzhen dianzishangwuyouxiangongsi Order # 114-3438585-8695426 Order date: May 07, 2021	1	\$9.98	\$9.98	0.000%
8	5/13/21		Amazon Basics Multipurpose Copy Printer Paper - White, 8.5 x 11 Inches, 8 Ream Case (4,000 Sheets)  ASIN: B07K8WHH5J Sold by: Amazon.com Services LLC Order # 114-3438585-8695426 Order date: May 07, 2021	2	\$27.10	\$54.20	0.000%
						Total before tax	\$336.56
						Tax	\$0.00
						<b>Amount due</b>	<b>\$336.56</b>

**FAQs**

**How is tax calculated?**

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202036190](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190)

**How are digital products and services taxed?**

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202074670](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670)

Employee Number	Name	85-00 Net Pay Emp Amt
1053	Beardslee, Dominic D	1,674.77
1024	Berger, Brian J	1,157.99
1052	Edwards, Roger	986.89
1002	Ferguson, J. Corinne	2,144.75
1020	Ferguson, Neil	1,833.13
1022	Hinyard, Patrick	1,662.60
1001	Jones, Cynthia	1,766.89
1005	Katzer, JoAnn	936.73
1050	Loberg, Travis	2,026.92
1055	McCallister, Johnathan M	1,917.10
1003	Mojarro-Lopez, Amanda	970.58
1023	Patterson, Taffine A	1,012.67
1054	Redden, Jordan	1,257.29
1051	Reich, Dennis	1,000.16
1025	Vassel, Andrew C	1,502.50
1021	Winnett, Lorin E	1,310.28

Grand Totals:

16 23,161.25



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

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
<b>2</b>							
2	IRS Tax Deposit		05/28/2021	74-00	Federal Tax Deposit Social Security	10-0216	1,207.72
2	IRS Tax Deposit		05/28/2021	74-00	Federal Tax Deposit Social Security	10-0216	1,207.72
2	IRS Tax Deposit		05/28/2021	75-00	Federal Tax Deposit Medicare Pay P	10-0216	446.33
2	IRS Tax Deposit		05/28/2021	75-00	Federal Tax Deposit Medicare Pay P	10-0216	446.33
2	IRS Tax Deposit		05/28/2021	76-00	Federal Tax Deposit Federal Withhold	10-0216	2,330.89
Total 2:							5,638.99
<b>4</b>							
4	Aflac		05/28/2021	63-01	Aflac Pre-Tax Pay Period: 5/28/2021	10-0225	120.18
4	Aflac		05/28/2021	63-02	Aflac After Tax Pay Period: 5/28/2021	10-0225	24.90
Total 4:							145.08
<b>6</b>							
6	Colorado Dept of Labor		04/02/2021	98-00	SUTA State Unemployment Tax Pay	10-0218	94.61
6	Colorado Dept of Labor		04/16/2021	98-00	SUTA State Unemployment Tax Pay	10-0218	98.16
6	Colorado Dept of Labor		04/30/2021	98-00	SUTA State Unemployment Tax Pay	10-0218	101.03
6	Colorado Dept of Labor		05/14/2021	98-00	SUTA State Unemployment Tax Pay	10-0218	95.03
6	Colorado Dept of Labor		05/28/2021	98-00	SUTA State Unemployment Tax Pay	10-0218	96.56
Total 6:							485.39
<b>9</b>							
9	Colorado Dept of Revenue		05/28/2021	77-00	State Withholding Tax Pay Period: 5/2	10-0217	1,002.00
Total 9:							1,002.00
<b>30</b>							
30	Empower Retirement		05/28/2021	51-01	Retirement Plan Retirement Plan Pa	10-0220	794.40
30	Empower Retirement		05/28/2021	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,082.40
30	Empower Retirement		05/28/2021	51-02	Retirement Plan Retirement Loan Pa	10-0220	478.72
Total 30:							2,355.52
<b>33</b>							
33	FPPA - Fire & Police Pensi		05/28/2021	50-00	FPPA Pay Period: 5/28/2021	10-0219	1,250.63
33	FPPA - Fire & Police Pensi		05/28/2021	50-00	FPPA Pay Period: 5/28/2021	10-0219	924.38
33	FPPA - Fire & Police Pensi		05/28/2021	90-00	Death & Disability Pay Period: 5/28/2	10-0219	326.25
Total 33:							2,501.26
<b>70</b>							
70	Rocky Mountain HMO		05/28/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	252.84
70	Rocky Mountain HMO		05/28/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	4,158.60
70	Rocky Mountain HMO		05/28/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	104.00
70	Rocky Mountain HMO		05/28/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	565.83
70	Rocky Mountain HMO		05/28/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	405.59
70	Rocky Mountain HMO		05/28/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	4,156.59
70	Rocky Mountain HMO		05/28/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	163.98
70	Rocky Mountain HMO		05/28/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	722.02

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
Total 70:							10,529.45
71							
71	The Harford		05/28/2021	65-01	Group#013307460001 Hartford Basic	10-0226	31.80
71	The Harford		05/28/2021	65-02	Group#013307460001 Hartford Suppl	10-0226	34.94
71	The Harford		05/28/2021	65-03	Group#013307460001 Hartford Disab	10-0226	134.43
Total 71:							201.17
73							
73	Delta Dental of Colorado		05/28/2021	60-05	Dental RMHMO - Dental Pay Period:	10-0223	314.92
Total 73:							314.92
75							
75	VSP Insurance CO (CT)		05/28/2021	60-04	RMHMO - Vision Pay Period: 5/28/20	10-0223	40.98
75	VSP Insurance CO (CT)		05/28/2021	60-04	RMHMO - Vision Pay Period: 5/28/20	10-0223	71.07
Total 75:							112.05
Grand Totals:							23,285.83

Report Criteria:

Unpaid transmittals included  
 Begin Date: ALL  
 End Date: ALL

0.\*

5,638.99+

2,355.52+

2,501.26+

003

10,495.77\*



AGENDA SUMMARY FORM



Regular Minutes  
 May 25, 2021  
 Liquor License Modification Request:  
 Berg Harvest Mercantile

Summary:

Notes:

Updated managers and extension of modified premise.

No issues noted.

All required documents and payment received.

Possible Motions:

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

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

**Minutes**  
**Regular Town Board Meeting**  
**Town of Paonia, Colorado**  
**May 25, 2021**

**RECORD OF PROCEEDINGS**

The Regular Meeting held Tuesday, May 25, 2021, was called to order at 6:31 p.m. by Mayor Mary Bachran, followed by the Pledge of Allegiance. Formal Video Record at

<https://www.youtube.com/watch?v=wLplsOInxIQ>

**Roll Call**

Verbal roll call was taken and those present were Mayor Bachran, Trustee Budinger, Trustee Knutson, Trustee Johnson, Trustee Meck and Trustee Pattison. Absent were Trustee Bear.

**Approval of Agenda**

- ✚ Trustee Knutson moved to approve the agenda as presented, Trustee Budinger seconded. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

**Announcements**

Trustee Meck told the Board and Visitors about the lunar eclipse that will be happening during the night. Mayor Bachran apologized for her action during that previous meeting and reiterated the process for public comment.

- ✚ Trustee Pattison moved to add the discussion and review of the open meetings law, Trustee Meck seconded. A verbal vote was taken with three (3) Trustees voting “Yes,” Trustee Meck, Trustee Johnson and Trustee Pattison, and one (1) trustee voting “No,” Trustee Budinger. Motion passed. Trustee Knutson recused himself from voting.

**Recognition of Visitors & Guests**

Hotchkiss Mayor Larry Wilkening thanked the Paonia Police Department for their service and the Town of Paonia for letting them patrol in Hotchkiss. Page Smith asked if the JDS Hydro report can be made public. Bill Brunner was an agreement with Page Smith. Suzann Watson told the Board about her concern with not being able to comment before a voting is held after an executive session and that the Board should be following the Roberts Rules of Order. Her other concern was that there were open seats on the Planning Commission that have not been filled.

**Staff Reports**

**Administrator’s Report:**

Administrator Ferguson was absent for the meeting and her report was included in the packet. Discussion ensued on the concern for the Play Street closure on Poplar Ave. about the Town’s liability. After several minutes of discussion about the liability, have better signs stating that the street is closed, and the need to put a policy in place.

- ✚ Trustee Pattison moved to require proof of liability insurance from the event holder, seconded by Trustee Budinger. A verbal vote was taken with four (4) Trustees voting “Yes,” Trustee Pattison, Trustee Meck, Trustee Budinger and Trustee Johnson, and one (1) Trustee Knutson voting “No,” Trustee Knutson. Motion Passed. Mayor Bachran will notify the event holder.

Page Smith told the Board that she was not in favor of how Spruce up Paonia is going with the dumpster that is located at the Town Park on how full it has gotten with a large amount of trash around it that people from all over Paonia keeping dumping there. She also stated that she was concerned with how the paint and oil was being recycled and that the Town should not be accepting these types of items when there will be a paint recycling day in July for people to take advantage of. The Board directed the Administrator to present a final cost report of the Spruce up Paonia event.

**Attorney’s Report:**

Town Attorney Nerlin’s report was included in the packet. Trustee Pattison requested that the report be included in the next meeting’s packet. Discussion was ensued regarding the Board of Trustees training and that the powers of the mayor will be discussed at that time.

**Public Comment:**

Suzann Watson suggested that the Board invite the Planning and Zoning Commissions to the training.

- ✚ Trustee Pattison moved to set the training time to be for 5:30 pm on June 28<sup>th</sup>, seconded by Trustee Knutson. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

Discussion was ensued about the North Fork Valley Airport and suggested to contact Neal Schwieterman to attend as the Paonia representative.

- ✚ Trustee Knutson moved to add the North Fork Valley Airport as an item on the agenda for the June 8<sup>th</sup> meeting, seconded by Trustee Pattison. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

**Treasurer’s Report:**

Treasure King stated that the payroll and disbursements were reviewed. No calls or emails were received about the funds policy. He will be out next week and requested that the Administrator release payroll on his behalf.

**Disbursements**

Trustee Pattison stated that she would like to have more discussion about the budget and analyze it more in depth. Would like to have a narrative budget analysis.

- ✚ Trustee Knutson moved to approve disbursements as presented, seconded by Trustee Budinger. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

**Consent Agenda**

Regular Minutes:

- May 11, 2021.

Liquor License Renewal:

- Friends of the Paradise Theatre.

Special Event Liquor License:

- North Fork Valley Creative Coalition.

- ✚ Trustee Knutson moved to approve the consent agenda, seconded by Trustee Budinger. A verbal vote was taken with all Trustee voting “Yes,” motion passed.

**Unfinished Business**

Community Member Ethics Complaint:

Complainant Suzanne Watson explained her complaint and was in favor that the Board of Trustees will be attending a training. After serval minutes of discussion about the reason for the complaint and an explanations from Trustee Budinger and Trustee Knutson of what was taken place at the Finance and Personnel meeting that Ms. Watson attended. Trustees were in favor of the training and would like to get a layout of development of responsibilities for each committee in place.

DMEA – Franchise Agreement Update:

Town Attorney Nerlin requested direction from the Board on the updated franchise agreement. A copy of the analysis document from Michelle Thom, counsel for DMEA about the purpose of the utility franchise fee was handed out to the Board. After serval minutes of discussion regarding the updated agreement the direction from the Board was that the Town Attorney provide a redlined or white paper of the changes that were made to the Ordinance at the June 8<sup>th</sup> meeting. Public comment from Suzanne Watson. She read and suggested the Board to adopt a similar language from the Town of Fruita’s franchise fee ordinance.

Ordinance 2021-03 Board of Appeals:

In the packet was the second read of the ordinance for the Board of Appeals and notes from staff were also included to combine the Board of Appeals and Board of Adjustments. Modification to the ordinance were in redline. Trustee Pattison discussed

the number of members and should be consistent throughout the town code and ordinance. She also suggested that the customers fee should be waived. The Board discussed that the Building Official should not set on the board this could cause conflict. The public was in favor of having members on the Board with experience in building area. After several minutes of discussion regarding the Ordinance 2021-03 Board of Appeals.

- ✚ Trustee Pattison moved to set the number of members to five (5) for the Zoning Board of Adjustments and Board of Appeals with Building Official not serving as a member of either board, seconded by Trustee Knutson. A verbal vote was taken with all Trustees voting “Yes,” motion passed.
- ✚ Trustee Pattison moved to modify the municipal code to make it clear that the Building Official is not a member or ex-officio of the Zoning Board of Adjustments or Board of Appeals. A verbal vote was taken with all Trustees voting “Yes,” motion passed.
- ✚ Trustee Pattison moved to adjust to specifically reference appendix B of the International Building Code as suggested qualifications, seconded by Trustee Knutson. A verbal vote was taken with all Trustees voting “Yes,” motion passed.
- ✚ Trustee Pattison moved to change 18-11-30 to add that fees are waived if the Board of Appeals finds it in favor of the applicant, seconded by Trustee Knutson. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

### **New Business**

#### **Lot 5 Hawks Haven Subdivision Pre-Annexation Extension Request:**

Donna Littlefield explained her request to the Board. Discussion ensued by Trustee Pattison regarding if the standby fee was the same, finance officer answered her question with a yes. Public comment from Bill Brunner asked why doesn't the Town annex Hawks Haven subdivision. Discussion by Trustee Patting regarding her concern with the statutory requirement of annexing the Hawks Haven subdivision.

- ✚ Trustee Knutson moved to accept the Hawks Haven Subdivision Pre-Annexation Extension Request by Donna Littlefield, seconded by Trustee Pattison. A verbal vote was taken with all Trustees voting “Yes,” motion passed.
- ✚ Trustee Pattison moved to direct the Administrator to review if the Town should annex Hawks Haven in the future. Motion failed for lack of a second.

#### **The Nature Connection & Western Slope Conservation Center – Trail Plan presentation & In-Kind Request:**

Members of the Nature Connection & Western Slope Conservation Center explained their request for the in-kind contribution for man hours and fill dirt from the Town to begin with making the trail. The Board would like for the language to specifically state in-kind contributions in the memorandum document. Mayor Bacharan suggested that the Town Administrator and Attorney review the memorandum draft and bring it back to the Board. A grant was received from Colorado Parks & Wildlife (CPW) to do a bridge design. The bridge construction will take place on Town property and because of this the Nature Connection & Western Slope Conservation were asking for the Town's support in drafting a request for proposal (RFP) with help from town staff. Mayor Bachran stated that they can work with the Administrator and Public Work's Director. Town The Board would like to also see contributions from the Delta County School District for this project. The Nature Connection & Western Slope Conservation Center also stated that the Delta County School District would like to have guidelines set regarding responsibility of liability for the trail. The Nature Connection & Western Slope Conservation Center goal is to have the trail open to the public by the beginning of the school, but completion date is set for November 1<sup>st</sup>, 2021. After several minutes of discussion regarding the in-kind contribution.

- ✚ Trustee Knutson moved to approve the in-kind contributions of labor and materials not to exceed the amount of (five thousand dollars) \$5000.00, seconded by Trustee Meck. A verbal vote was taken with trustees voting “Yes,” motion passed.

North Fork Valley Creative Coalition – Poulos Park Wall Mural:

North Fork Valley Creative Coalition representative Amy Deluca discussed about the mural project and the design of it. Some of the Board members were concerned with the design of the mural because it represents Native Americans tribes and suggested to reach out to the Ute tribes and letting them know about the mural. After several minutes of discussion regarding the mural.

- ✚ Trustee Meck moved to approve the North Fork Valley Creative Coalition – Poulos Park Wall Mural, seconded by Trustee Budinger. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

Requirements for Use of Various Areas of Town Park:

Mayor Bachran started the discussion with the staff recommendation that were included in the notes section. Trustee Pattison suggested that the multiple events use the concrete areas and annual events use the grass areas this would give time for the grass to recover from the use. Trustee Pattison also suggested that the public works maintenance crew to have them look into what the appropriate period for the grass to recover. Trustee Johnson stated that it depended on the size of the event. Concerns were regarding the length of time the ditch water will be running to water the parks. After discussing the concerns Mayor Bachran and the Board directed the staff to look at what the least impact on the grass would be.

Fund Balance Financial Policy:

The Board discussed the draft policy with Finance Officer Cindy Jones and Treasurer King present and suggestion were made. One of the suggestions were to include the Marijuana ordinance ballot language. Mayor Bachran was concerned with (ten percent) 10% language on page 5 under enterprise funds. The Finance Officer will research and rewrite the draft ordinance and bring it back to the Board for review.

Mayor’s Report

- Mayor’s report was in the packet.

Committee Reports

Finance & Personnel report:

- Nothing to report.

Governmental Affairs & Public Safety report:

- Nothing to report.

Public Works-Utilities-Facilities report:

- Nothing to report.

Tree Board:

- Nothing to report.

Advisory Water report:

- Individual comments regarding the JDS Hydro report.
- Thomas Markle will present a report on greywater.
- **Greywater** is water that has been used for washing dishes, laundering clothes, or bathing.

Adjournment

The meeting was adjourned by Mayor Bachran at 9:24 pm

\_\_\_\_\_  
Amanda Mojarro, Deputy Clerk

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

## Permit Application and Report of Changes

Current License Number _____	03-13831
<b>All Answers Must Be Printed in Black Ink or Typewritten</b>	
Local License Fee \$ _____	175.00

1. Applicant is a	Present License Number
<input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company	03-13831

2. Name of Licensee <p style="text-align: center;">Berg Harvest LLC</p>	3. Trade Name <p style="text-align: center;">Berg Harvest Mercantile</p>
--	---

4. Location Address <p style="text-align: center;">73 Samuel Wade Road</p>	
---	--

City <p style="text-align: center;">Paonia</p>	County <p style="text-align: center;">Delta</p>	ZIP <p style="text-align: center;">81428</p>
---	--	---

**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 checked="" 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 _____ 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 <span style="float: right;">No Fee</span> <input type="checkbox"/> Sidewalk Service Area <span style="float: right;">\$75.00</span>
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.	<b>TOTAL AMOUNT DUE</b>	\$	.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.

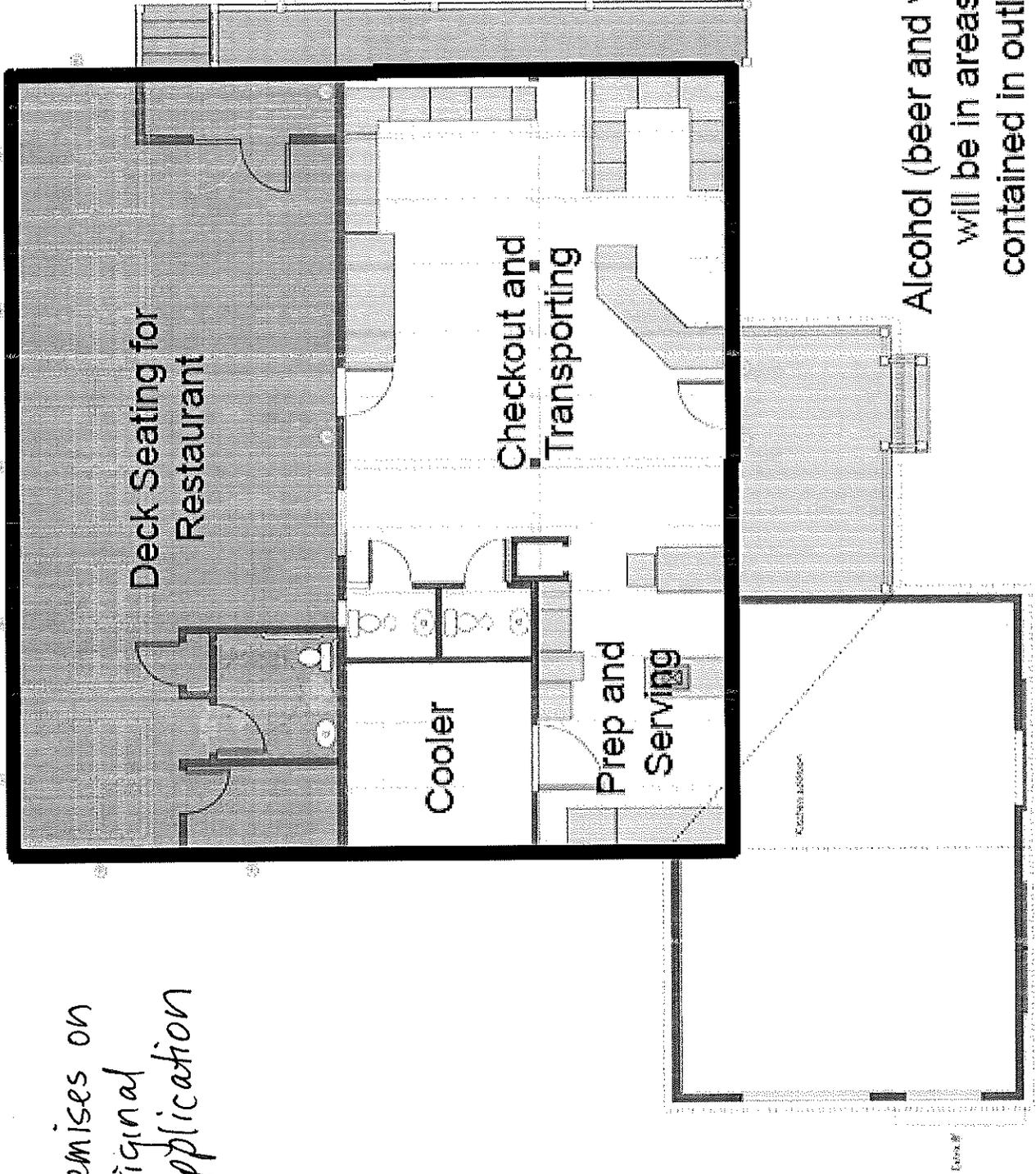
- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, 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.

<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></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>				
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></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="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-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				
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES:</b> 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><b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____</p> <p>(a) Address of current premises _____</p> <p style="padding-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 style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-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>				

<b>Change of Manager</b>	<p><b>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 44-3-301(8).</b></p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)                  Former manager's name <u>Dawna Hart, Betty Majnik</u>                  New manager's name <u>Deborah Thompson, Jeannie Brewer</u></p> <p>(b) Date of Employment <u>7/2016, 5/2020</u></p> <p>Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  If yes, give name and location of establishment _____</p>
<b>Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area</b>	<p><b>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</b></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>We would like to include the lawn south of the deck to provide outdoor dining space.</u></p> <p>(b) If the modification is temporary, when will the proposed change:                  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?                  (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? 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>
<b>Campus Liquor Complex Designation</b>	<p><b>10. Campus Liquor Complex Designation</b></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>
<b>Additional Related Facility</b>	<p><b>11. Additional Related Facility</b></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>

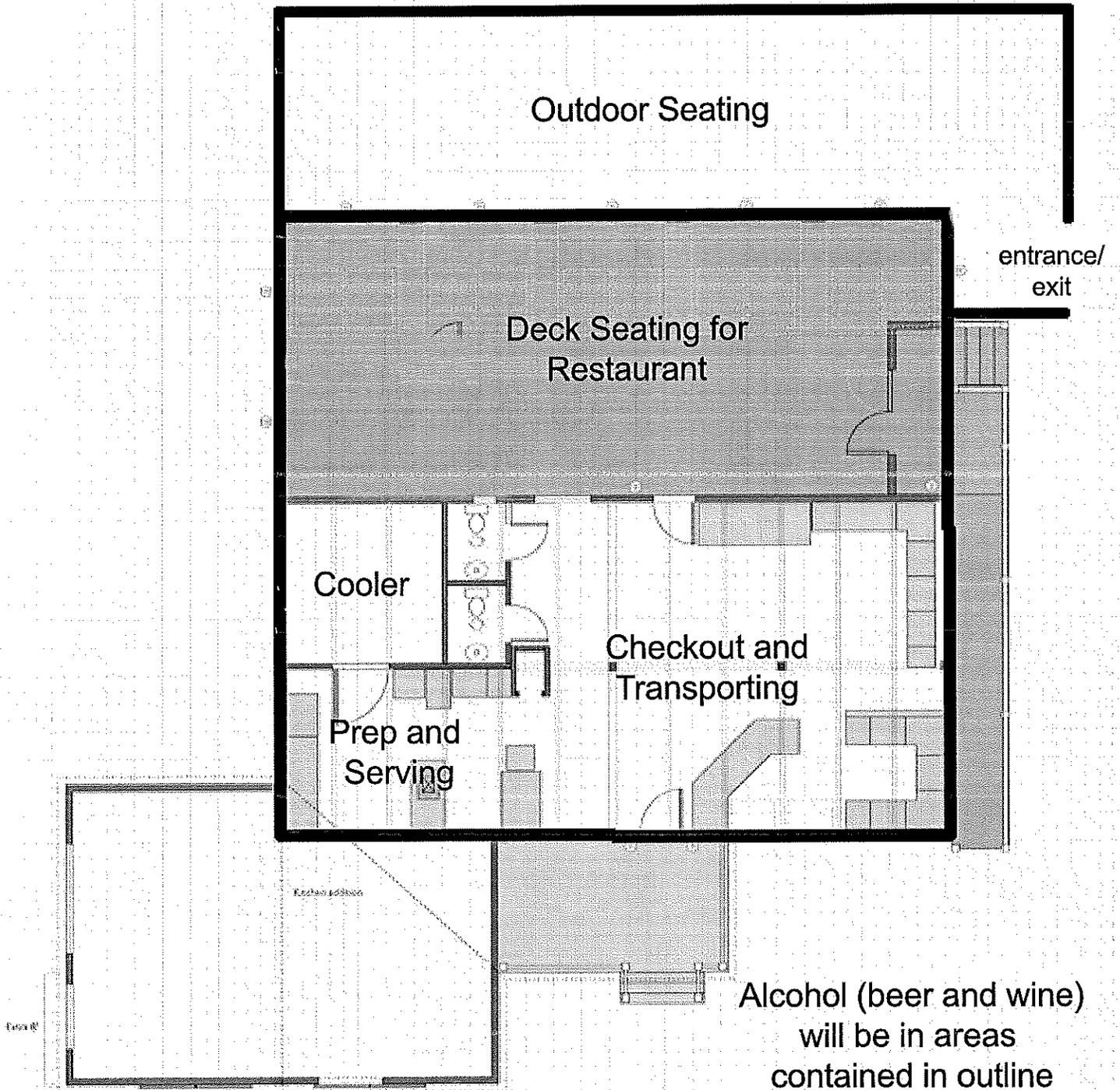
<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Lawrence M. Thliveris</i>	Title Owner	Date 04/19/2021
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
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. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

*Premises on original application*



Alcohol (beer and wine) will be in areas contained in outline

Proposal to expand premises  
to include outdoor seating



AGENDA SUMMARY FORM

	75th Annual Cherry Days		
<p><b>Summary:</b> Large Park Event application for the 75<sup>th</sup> annual Paonia Cherry Days Event.</p>			
<p><b>Notes:</b> Included in the packet are the request to be on the agenda and application for the event. All necessary attachments have been included and reviewed. The application was not included on consent agenda but as an additional item due to the waiving of fees in exchange for sponsorship status.</p> <p>Administrator recommendation is the Board waive fees in the amount of \$525 for the 2021 event. Cherry Days is a registered not-for-profit organization, completely ran by volunteers of our community. Paonia Cherry Days is in the top 5 longest running outdoor event in Colorado and provides additional sales tax revenues over multiple days, not only through vendors in the park but downtown events held as well.</p>			
<p><b>Possible Motions:</b></p> <p>Motion by: _____ 2<sup>nd</sup>: _____ vote: _____</p>			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

June 4, 2021

**TOWN OF PAONIA**  
**REQUEST TO BE PLACED ON AGENDA**

PO Box 460  
Paonia, CO 81428  
970/527-4101  
paonia@townofpaonia.com

Here are things you need to know:

- You must contact the Town Administrator or Town Clerk prior to coming to the Board. Quite often the issue can be resolved by staff action.
- No charges or complaints against *individual* employees should be made. Such charges or complaints should be sent to the employee's Department Head in writing with your signature.
- Remarks that discriminate against anyone or adversely reflect upon the race, color, ancestry, religious creed, national origin, political affiliation, disability, sex, or marital status of any person are *out of order* and may end the speaker's privilege to address the Board.
- Defamatory, abusive remarks or profanity are *out of order* and will not be tolerated.

Please complete the following information and return this form no later than the Monday, a week prior to the Board meeting to the above address or bring it to the Town Hall at 214 Grand Avenue.

Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.

Regular Board meetings are scheduled for the second and fourth Tuesdays of each month.

Name of person making presentation: Robert Bushta

Organization, if speaking on behalf of a group: Paonia Cherry Days

Is this a request for Board action?  Yes  No

Please provide a summary of your comments:

I was part of the meeting with Harvest Fest and Pickin' in the Park when we agreed to the town fees. This is the 75<sup>th</sup> Cherry Days. We are asking the board to waive the park fees for a festival sponsorship

What staff member have you spoken to about this? Please summarize your discussion:

Corinne Ferguson regarding paperwork; will also coordinate with Travis Loberg and Neal Ferguson for the event.

Contact information:

Name: Robert Bushta  
Mailing Address:   
E-mail: bu  
Daytime Phone: \_\_\_\_\_

Office Use Only:

Received: \_\_\_\_\_

Approved for Agenda: \_\_\_\_\_

Board Meeting Date: \_\_\_\_\_

## Town of Paonia Park/Event Registration Application

*This form is intended for events 100+ people using public property. The Town of Paonia encourages the use of its parks for the pleasure of its citizens, and reminds applicants to consider impacts on neighbors living adjacent to these public areas so we may all continue to enjoy our parks!*

*Please contact the Town office should there be any questions in filling out this form. The Town office is open from 8:00a to 4:30p Monday through Friday.  
Thank you~*

Applicant Name:	Robert Bushta
Organization:	Paonia Cherry Days
Mailing Address:	P.O. Box 1703, Paonia, CO 81428
Telephone Number:	[REDACTED]
Event Manager (if different than Applicant):	-same-
Event Manager Telephone:	-same-
Event Manager E-Mail:	[REDACTED] paoniacherrydays@gmail.com

**Please describe the event:** Cherry Days is the longest annual community festival in Paonia (and at 75 years, perhaps the state) and is held over the 4th of July holiday

Event Date(s):	* Friday July 2nd	Event Hours:	10AM - 9 PM
Event Date(s):	Saturday July 3rd	Event Hours:	7AM - 9 PM
Event Date(s):	Sunday July 4th	Event Hours:	11AM - 9 PM
Event Date(s):	_____	Event Hours:	_____

Related community activities are published on the Cherry Days schedule, but are coordinated separately; Downton Days is July 2nd

**Which park do you want to use?**

- Town Park – 700 Fourth Street
  - Green space including shelters and gazebo
  - Football and/or Back Field area
- Apple Valley Park – 45 Pan American Avenue
- Poulos Park – 221 Grand Avenue (no commercial activity allowed)
- River Park – Grand Avenue (no commercial activity allowed)

**Will there be alcohol? (Alcohol Requires Board of Trustees Approval)**

- No
- Yes, but we are not selling it.
  - An On-Premise Liquor Application is required.
- Yes, and we would like to sell it.
  - We are a non-profit and submitted From DR-8439 Application for a Special Event Permit and any associated forms required.
  - On an attached piece of paper is the Alcohol Mitigation Plan.

**Will there be vendors?**

- No
- Yes <sup>will be</sup>
  - A list of vendors ~~is being~~ provided to the Town for tax compliance.
  - We have contacted the Department of Revenue to work out how taxes will be submitted for the event; ~~either electronically or~~ manually.
  - Vendors will be notified that tax compliance will be monitored.
  - Chalk or tape are permitted to define vendor boundaries on the grass.

**Are you having a parade? Do you need a street closed?**

- No
- Yes. Attached is the street closure request form noting the day, hours and route information.

**Do you have any special requests? (i.e. - gate openings at certain times?)**

- No
- Yes Wow Factor Attractions will arrive Thursday, July 1st to drop stuff off on the football field. We may allow a few food vendors to set up on the 1st (on the payment)

**Pricing:**

**Half Day (6 Hours or less)** \$ 100.00/day  
 Includes: 3 dumpsters and up to 5 vendors  
 Date Submitted \_\_\_\_\_ Amount \_\_\_\_\_

**Full Day (6+ Hours until 10:00p)** \$ 175.00/day  
 Includes: 3 dumpsters and up to 10 vendors  
 Date Submitted \_\_\_\_\_ Amount \_\_\_\_\_

**Multi-Day Rate (3+ consecutive days)** \$ 150.00/day  
 Includes: 3 dumpsters and up to 10 vendors  
 Date Submitted \_\_\_\_\_ Amount \$ 450

**Additional Vendors (More than 10)** \$ 5.00/ea  
 Date Submitted TBD and paid after the vent Amount \_\_\_\_\_

**Trash:** The Town will provide 3 dumpsters. If the event requires more, it is the responsibility of the applicant to contract with a local agency for additional services. Compostable ware is strongly encouraged from all vendors and event managers. Styrofoam not permitted.  
 Date Submitted We will coordinate placement at two roll offs with Travis Amount NA

**Any additional fees submitted (street closure, liquor licensing, etc):**  
 Type: Special Event Permit (6 days with BMW Rally) \$ 300  
Banner Permit \$ 50  
Street Closure Permit \$ 75  
 Date Submitted \_\_\_\_\_ Amount 875

**Recycling:** Should the event provide recycling, a \$50 credit shall be applied. \$ -50

**TOTAL FEES SUBMITTED** \$ 825

**All fees must be submitted no less than thirty (30) days before the first date of the event.**

*Paid 6/4/21*

*Requesting \$525 be waived which we will honor as an event sponsorship.*

**Other items submitted for consideration:** (On an attached piece(s) of paper)

- Communication Contacts
- Liability Insurance (will be provided)  
(*\$1,000,000 minimum AND the Town of Paonia needs to be listed as an additional insured*)
- Medical Plan (ie - How do you plan on addressing a person who is injured at the event?)
- Parking Plan (ie-Staff versus Visitor parking)
- Safety Plan (ie – How would you deal with a natural emergency or a tree limb falling?)
- Security Plan (ie – Vendor security, controlling alcohol, etc)

**Promotion:**

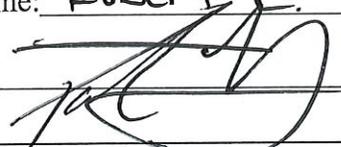
The Town is willing to promote your event by posting submitted material on the Town website, the Town of Paonia Facebook page, and/or a poster placed in the Town Hall entryway.

Any material to be promoted must be submitted no less than thirty (30) days before the first day of the event. Material shall only be promoted once for each avenue noted above.

***The undersigned agrees to restore the park to pre-event condition, safety standards will be observed at all times, no glass will be brought into the park and all fees submitted are non-refundable, even if the event is canceled.***

Signed and submitted this 4th day of June, 2021

Printed Name: Robert E. Bushta

Signature: 

Unless waived by Town staff, no less than one week before the event, a meeting **must** be scheduled with the Public Works Director, Parks Maintenance, Town Clerk and the Police Chief, or designees to finalize all plans and coordinate last minute items.

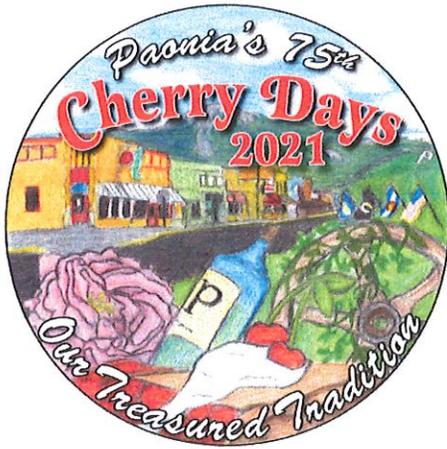
**Date of Pre-Event Meeting:** \_\_\_\_\_

Application is deemed complete and is accepted. Employee Initials \_\_\_\_\_

Application requires Board of Trustee Approval.

**Hearing Date:** \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Paonia Cherry Days 2021

## “Our Treasured Tradition”

P.O. Box 1703 • Paonia, CO 8148 • paoniacherrydays.com

### Park/Event Registration Application Special Attachment

**Alcohol Mitigation Plan:** Paonia Cherry Days will offer beer and wine in the Park during Cherry Days, July 2 through 4, 2021. The alcohol will be served and must be consumed within the town park (less the children’s playground). Cherry Days will provide barrier security for the park. Attendees will have their identification checked and a wristband applied once they are verified to be 21 or over. Servers will be educated in the serving of alcohol to prevent over consumption.

**Medical Plan:** The North Fork Ambulance Association has traditionally had a presence during Cherry Days, with water and a first aid tent in the park. Cherry Days committee members will be instructed to call 911 if there is any doubt. Minor injuries will be treated by NFAA or in the Smith Center by first aid qualified committee members.

**Parking Plan:** Paonia Cherry Days will offer a minimum of four designated Handicap Parking spaces for attendees. All other festival attendees will be able to park on a first come, first served basis around the perimeter of the park and on adjacent side streets. We have requested 12 of the town’s traffic barriers be left on the east side of the teen center. Barriers will be used to limit traffic within the park during the festival (particularly on the 3<sup>rd</sup>). Additionally, we request that barriers be left until Monday, July 19, so they may be used for the BMW Rally. Overflow parking is available at the Elementary School to the west and the Church of Jesus Christ of Latter-Day Saints to the northeast.

**Safety Plan:** The volunteer coordinators of Paonia Cherry Days have made every conscience effort to produce a festival with safety in mind for all attendees regardless of age. Paonia Cherry Days will be insured through Mountain West Insurance, with the Town of Paonia named as an additional insured. The policy will be finalized before the end of June and a copy of the insurance certificate will be provided to the town when it is received.

**Security Mitigation Plan:** Paonia Cherry Days will contract with Citadel Security to provide two park security guards starting the evenings of Friday, July 2 and Saturday, July 3, and ending the following morning (10 PM until 8 AM). Any additional police presence from the Paonia Police Department would be greatly appreciated.

For further information, please contact: Bob Bushta 970-424-6369.

AGENDA SUMMARY FORM

	<p>Proposed Ordinance Language Regarding Outdoor Lighting Regulations</p>		
<p><b>Summary:</b> Third revision of the proposed language for inclusion in an ordinance updating lighting regulations to become a Dark Skies recognized community.</p>			
<p><b>Notes:</b></p> <p>Significant changes are outlined with a box in the document. Information included in the packet:</p> <ol style="list-style-type: none"> <li>1) V3 Draft Lighting Ordinance</li> <li>2) Letter of Support from Delta County Health Department</li> <li>3) Lumens video from energy .gov. <a href="#">See here.</a></li> </ol> <p>Crestone has been officially certified as Colorado's latest International Dark Sky Community. <a href="#">See news link here:</a></p>			
<p><b>Possible Motions:</b></p> <p>Motion by: _____ 2<sup>nd</sup>: _____ vote: _____</p>			
<p>Vote:</p>	<p>Trustee Bear</p>	<p>Trustee Budinger</p>	<p>Trustee Johnson</p>
<p>Trustee Knutson</p>	<p>Trustee Meck</p>	<p>Trustee Pattison</p>	<p>Mayor Bachran:</p>



April 10th, 2021

Dear International Dark-Sky Association,

As Environmental Health Director, and on behalf of Delta County Health Department, I strongly endorse Dark Skies Paonia's application to become certified as an International Dark-Skies Community. We are proud to support their effort to maintain and improve the ability of our residential communities to experience the night sky and the many benefits dark-sky settings bring to public health.

We recognize that their efforts to improve our natural landscape through mitigating the impacts that lighting has on both our physical and mental health support our mission as public health for all of Delta County.

As we continue to work toward a healthier built environment and improving access to natural resources that improve better health through improved sleep, immune system function and other correlative efforts, we count Dark Skies Paonia as a partner in that effort.

Sincerely,

Greg Rajnowski, Environmental Health Director

## Paonia Municipal Code X.X

### CHAPTER X SECTION X

#### Outdoor Lighting Regulations

##### Subsections:

- 6-5-1 Purpose
- 6-5-2 Definitions
- 6-5-3 Applicability
- 6-5-4 General Provisions and Requirements
- 6-5-5 Nonconforming Lights.
- 6-5-6 Administration and Enforcement.
- 6-5-7 Appeals and Variances.

##### 6-5-1 Purpose

- 1.1 Maintain nighttime visibility and safety while maintaining the rural atmosphere and small town character of Paonia.
- 1.2 Minimize light pollution and glare. Protect citizens from unwanted outdoor lighting that would enter homes and businesses.
- 1.3 Promote energy conservation by promoting efficient use of lighting.
- 1.4 Prevent unnecessary or inappropriate outdoor lighting that impacts the dark sky resource, qualifying Paonia as an International Dark Sky Association (IDA) designated community.
- 1.5 Help mitigate sleep and wildlife migration related issues through use of minimum necessary outdoor lighting and by using light bulbs with a warmer color.

##### 6-5-2 Definitions

- 2.1 Terms used in Outdoor Lighting Regulations
  - 2.1.1 Correlated color temperature (CCT): A specification of the color appearance of the light emitted by a lamp, relating its color to the color of light from a reference source when heated to a particular temperature, measured in degrees kelvin (K). (1)
  - 2.1.2 Dark Sky resource: The dark sky unpolluted by artificial light sources typically as seen on moonless nights.
  - 2.1.3 Fully shielded fixture: An outdoor light fixture that is designed and mounted such that the shielding directs all light downward below the horizontal plane.
  - 2.1.4 Lumens: A measure of brightness that is defined as a unit of luminous flux in the International System of Units, that is equal to the amount of light

given out through a solid angle by a source of one candela intensity radiating in all directions. (1) 850 lumens = 60 watt equivalent (See note 4)

- 2.1.5 Light Trespass: Light falling where it is not intended to illuminate property, grounds, or buildings in an objectionable manner.
- 2.1.6 Adaptive Controls: devices such as timers, motion-sensors, light-sensitive switches, and other means used to actively regulate the emission of light from light fixtures.
- 2.1.7 Multiunit residential properties an undivided or combination of undivided lots under one or more ownership or lease arrangements occupied by multiple dwelling units
- 2.1.8 Non-residential an undivided or combination of undivided lots under one or more ownership or lease arrangements used for commercial, industrial, lodging, institutional, or government use.
- 2.1.9 Single family residential properties an undivided or combination of undivided lots under one ownership occupied by a single family residential structure and any accessory dwelling structures.
- 2.1.10 Mixed use an undivided or combination of undivided lots under one or more ownership or lease arrangements used for a mixture of commercial, industrial, institutional, government, and residential use.
- 2.1.11 Lumens per Net Acre: The amount of light specified in lumens that is allocated to the developed portion (net acre) of the gross size of a lot parcel (Note 2)

### **6-5-3 Applicability**

3.1 All exterior outdoor lighting installed after the effective date of this ordinance shall conform to the requirements established by this chapter 6 (TBR) section 5 (TBR).

3.2 Nonconforming Lighting: All lawful nonconforming lighting prior to the effective date of this ordinance shall be regulated according to requirements defined in section 6.5.5 (TBR).

### **6-5-4 GENERAL PROVISIONS and REQUIREMENTS**

(A) All non-exempt outdoor light fixtures and illuminating devices permanently or temporarily installed outdoors, including but not limited to devices to illuminate signs, shall meet the following requirements:

- (1) Exterior lighting shall be fully shielded so no light rays are emitted at angles which will allow the light to pass directly off of the premises appurtenant to the fixture.
- (2) All Exterior lighting shall be shielded so that all light rays are emitted by the installed fixture at angles below the horizontal plane.

- (3) All fixtures designed to illuminate signs or structures shall be fully shielded and with a CCT as specified in items A1 and A4 of General Provisions and Requirements. The lighting fixtures shall be mounted above the area of the sign or structure to be illuminated.
- (4) Blinking, flashing, rotating or moving lights are prohibited
- (5) Maximum Color Temperature of all lighting fixtures: The correlated color temperature (CCT) of any outdoor lighting fixture shall not exceed three thousand degrees kelvin (3000°K) see note 4 below.
- (6) The following lumen limits are established to prevent over lighting. Each site should use responsible lighting practices including using the lowest amount of lumens needed for the site to provide for safety and functionality:
  - a. For non-residential, and mixed use properties the total amount of outdoor lighting shall not exceed twenty-five thousand (25,000) lumens per net acre. Each lighting fixture shall be limited to 1500 lumens.
  - b. For multiunit residential properties the total amount of outdoor lighting, shall not exceed twenty thousand (20,000) lumens per net acre. Each fixture shall be limited to 850 lumens.
  - c. For single family residential properties, the total amount of outdoor lighting, shall not exceed six thousand five hundred (6,500) lumens. Each fixture shall be limited to 850 lumens.
  - d. All properties shall use adaptive controlled lighting where practical.
- (7) Unshielded Lighting shall be prohibited, except for special cases meeting exemption requirements of subsection (B), and also meeting lumen limits in subsection( C).
- (8) Existing overhead street lighting owned, operated, or leased by the Town of Paonia shall be compliant with the listed lighting requirements in sections 6-5-4 (A) items 1 and 4 and shall be limited to a lumens cap of 5000 lumens per lamp, unless required for safety reasons as approved by town council
- (9) Lighting Curfews:
  - a. Lighting used at community and athletic events shall be turned off one hour after the conclusion of the event.
  - b. Lighting in Town buildings shall be turned off one hour after close of business or other approved activities unless authorized by appropriate Town authority for safety or maintenance reasons.
  - c. Commercial lighting shall be turned off one hour after close of business, except for safety of employees or customers if operations are throughout the night.
  - d. Adaptive Controls (such as motion, light sensitive detectors, etc.) shall be used in outdoor commercial and residential lighting where practical.
- (10) New Public lighting, owned and operated by the Town of Paonia, either street lights, walkway lights, or external building lighting shall be allowed as recommended by the Town Administrator in situations where a public health hazard exists which can only be mitigated by artificial light at night and shall be in compliance with Subsection (A).
  - a. Adaptive controls or curfews shall be employed in all new public outdoor lighting installations.

- (11) The following restrictions shall be required on the installation and operation of outside illuminated signs
- a. Luminance levels for operation between sunset and sunrise shall not exceed 100 nits (100 candelas per square meter) as measured under conditions of a full white display.
  - b. Sign illumination shall be extinguished completely one hour after sunset and remain off until one hour before sunrise, or at the close of business; whichever is later.
  - c. The luminous/illuminated surface area of an individual sign shall not exceed defined limits in Town Code (TBR).

(12) Greenhouse lighting shall meet the following requirements::

- a. Greenhouse lighting shall be fully shielded and pointed down so that no light is cast onto adjacent lots or lands or up into the sky.
- b. Greenhouse lighting is subject to a curfew and shall be extinguished at night between 10 pm and 6 am local time."

(B) The following are exempt from the provisions of Subsection (A), provided the provisions in Subsection C are met.

- (1) Lights used to illuminate athletic fields or outdoor recreation areas shall be exempt from provisions of subsection (A) provided all of the following conditions are met.
- a. Illuminating Engineering Society (IES) lighting guidelines (RP-6) are followed according to the appropriate class of play.
  - b. Field lighting is provided exclusively for illumination of the surface of play and viewing stands, and not for any other applications
  - c. Illuminance levels must be adjustable based on the task (e.g., active play vs. field maintenance)
  - d. Off-site impacts of the lighting will be limited to the greatest practical extent possible
  - e. A curfew such that lights must be extinguished by one hour after the end of activity, and no later than 10:30 PM Standard Time / 11:30 PM Daylight Savings Time. Variances can be permitted on a case by case review for special events that go to midnight.
  - f. Timers must be installed to prevent lights being left on accidentally overnight by automatically extinguishing them
- (2) Signs, postings which are illuminated by building interior light sources, such as neon signs or other lights, provided such signs are lit only during the property owner's business hours.
- (3) Official traffic control devices and lights owned and operated by or pursuant to proper authority of the United States of America, the State of Colorado or any of

their agencies, and such other lights as are specifically required by federal or state law.

- (4) Lawful vehicle lights.
- (5) Holiday lights, provided all conditions are met:
  - a. Holiday lighting shall be temporary, and illuminated no more than 90 days during any one year period.
- (6) Flagpoles. Property owners are encouraged to not illuminate flagpoles at night, but rather to hoist flags after dawn and lower flags before sunset. If flags are illuminated at night, lighting of up to a total of two (2) flags per property is permitted with the following conditions:
  - a. The flags must either be the flag of the United States of America or the flag of the State of Colorado in order for illumination to be permitted.
  - b. If nighttime illumination is used, flagpoles (with a height greater than 20 feet above ground level) shall be illuminated only from above. This may be achieved by utilizing a luminaire attached to the top of the flagpole or a luminaire mounted above the top of the flag pole on a structure within fifteen (15) feet of the flag pole and must comply with all sections of this Chapter. The total light output from any luminaire mounted on top of or above a flag pole shall not exceed 800 initial lumens.

~~e. Flag poles with a height equal to or less than twenty (20) feet above ground level may be illuminated from below. If ground level illumination is used, flagpoles may be illuminated with up to two (2) spot type luminaires, utilizing shields or diffusers to reduce glare, whose maximum combined lumen output is 75 lumens per linear foot of pole height, measured from the level of the luminaire above grade to the top of the flagpole. Luminaires are to be mounted so that their lenses are perpendicular to the flag pole and the light output points directly toward the flag(s).~~

**C) Maximum allowed amounts of unshielded lighting.** On no parcel shall the amount of allowed unshielded lighting exceed, in the aggregate, the following values per net acre according to lighting zone:

- a) For mixed use / industrial: (2500) lumens. (TBR)
- b) For multi-unit residential: (2500) lumens (TBR)
- c) For single-family units (2500) lumens. (TBR)
- d) Temporary holiday lights are not counted toward these limits.

**(D) Interior Lighting.**

- (1) Interior lighting direct rays shall be blocked from trespassing (straying) beyond the property boundaries of the source.

**6-5-5 NONCONFORMING LIGHTS**

(A) Lights which were lawfully existing and in use at the time they became nonconforming with the requirements of this Section 6-5 by virtue of the initial adoption of this Section, subsequent amendment to this Section or by annexation into the Town, may continue to be used and operated subject to the limitations of this Section.

(B) The right to operate lawful nonconforming fixtures and or lawful nonconforming lamps shall terminate upon any of the following:

- (1) Replacement of the light fixture or lamp.
- (2) Damage to the light fixture so that the cost of repair is 50% or more of the cost to replace it with a conforming fixture.

(C) All nonconforming Public and Private Lighting either, owned or leased shall be brought into compliance with section 6.5.4 (TBR) within 10 years from the effective date of this ordinance.

#### **6-5-6 ADMINISTRATION AND ENFORCEMENT.**

(A) The provisions of this Section shall be administered by the building official or other authorized Town officer or employee.

(B) It shall be unlawful to violate any provision of this Section.

(C) Any continuing violation of this Section is hereby declared to be nuisance, which may be abated by the Town in any lawful manner, or enjoined by a court of competent jurisdiction.

(D) No building permit or occupancy permit shall be issued for work which has noncomplying light fixtures. See Town of Paonia Building Permit Checklist (TBR).

(E) Changes or upgrades to existing outdoor lighting will utilize town provided education materials on shielded fixtures and energy efficient dark sky compliant lamps - see notes 3-5 below.

#### **6-5-7 APPEALS AND VARIANCES.**

(A) Any person aggrieved by an interpretation of this Section or decision of the Town made in the administration of this Section, may appeal the interpretation or decision to the the Town Lighting Decision Group (TBR) - consisting of the Town Administrator, Chief of Police, Public Works Director, and a Trustee from Town Council appointed by the Mayor - pursuant to the review procedure of Section TBD of the Paonia Municipal Code upon payment of variance application fee.

(B) (1) Any person may apply for a variance to the the Town Lighting Decision Group from the provisions of this Section upon payment of the variance application fee in accordance with the review procedure of Section TBD of the Paonia Municipal Code.

(2) The Town Lighting Decision Group may grant a variance only upon a determination that the following criteria are met:

- (a) The variance will be consistent with the public health, safety and welfare.

(b) The variance is justified by unreasonable hardship not created by the activities of the applicant or strict compliance is unfeasible.

(c) The variance will be substantially consistent with the purposes of this Section to avoid nuisances to others, preserve the natural dark sky resource and to maintain IDA community dark sky designation, conserve energy, reduce glare, promote traffic and pedestrian safety, preserve the small town character of Paonia and promote the Town's master plan.

Notes:

1. Since 2012, the Federal Trade Commission has required that labelling of all light bulbs include temperature (Kelvins) and light output (lumens.) Concerning color temperatures, a CCT of about 5000K approximates sunlight and a CCT of 3000K will have a slightly yellow appearance.
2. Lumens per net acre: For example a one acre (44000sqft) lot is developed with a 6000 sqft multiunit condo plus a 2000sqft wrap-around deck , a 2000sqft detached garage and adjacent developed patio of 1000sqft. Additionally, landscaping improvements around the condo, deck, patio and detached garage adds another 5000sq ft bringing the total developed portion of the lot to 16000sqft or  $16000/44000$  – approximately 36% of that gross one acre lot. The lumens allocation for this multiunit example is 20000/per net acre or  $20000 * 0.36 = 7272$  lumens.

Continued on Next Page:

### 3. Color Temperature Comparison:

## Color Temperature Comparison



#### 4. Lumens to Wattage Conversion:

# How to Buy a Light Bulb

Lumens: The new way of looking at light.

**1**  
You used to buy these.



INCANDESCENT

WATTS
100W
75W
60W
40W

**2**  
You want this much light.



**LUMENS**

<b>1600</b>
<b>1100</b>
<b>800</b>
<b>450</b>

**3**  
Now you can buy these.



**LED**  
Most Efficient



**CFL**  
More Efficient



**HALOGEN**

WATTS		
coming soon	up to <b>23W</b>	up to <b>72W</b>
coming soon	up to <b>20W</b>	up to <b>53W</b>
up to <b>12W</b>	up to <b>13W</b>	up to <b>43W</b>
up to <b>9W</b>	up to <b>9W</b>	up to <b>29W</b>

Lumen outputs and wattages are based on the most common products available for each medium screw base light bulb. Actual lumen output and wattage may vary by product. Revised April 20, 2012.

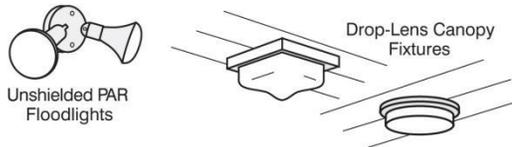
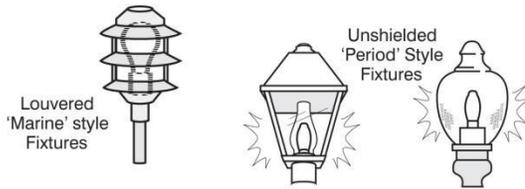
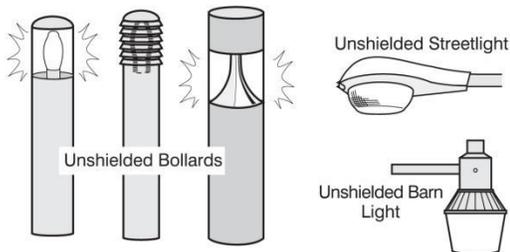
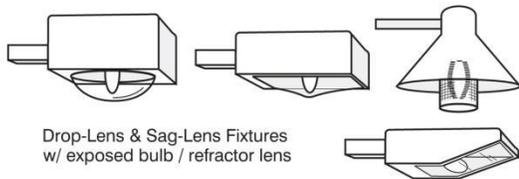
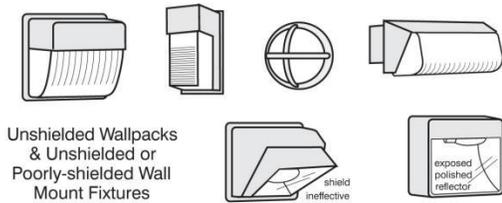
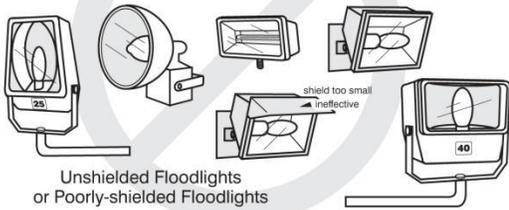
**MORE LUMENS = MORE LIGHT**

5. Examples of Acceptable and Unacceptable Dark Sky lighting:

# Examples of Acceptable / Unacceptable Lighting Fixtures

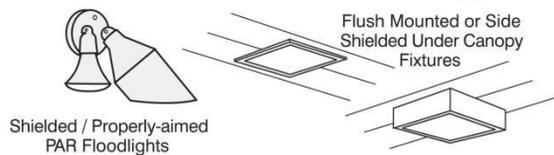
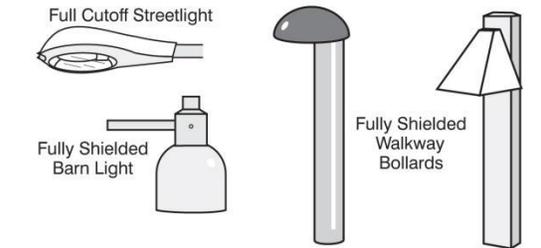
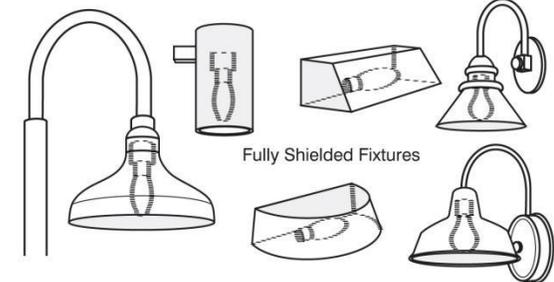
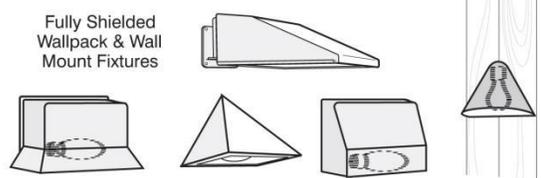
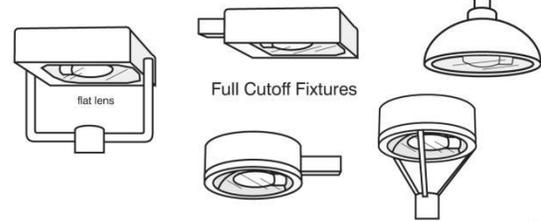
## Unacceptable / Discouraged

Fixtures that produce glare and light trespass



## Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin© 2005. Rendered for the Town of Southampton, NY. Used with permission.

Note 6: How many fixtures for lumen amounts.

Single family max lumens = 6500

Standard bulb 60 Watt = 800 lumens.

Standard string lights = 4 lumens / bulb.

This would equate to around 8 outdoor lights at 60 Watt equivalent.

AGENDA SUMMARY FORM

	Ordinance 2021-03 Board of Appeals		
Summary:			
Attached is the third read of the Board of Appeals ordinance.			
Notes:			
Modifications from previous two readings included.			
Thank you.			
Possible Motions:			
Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

June 2, 2021

**ORDINANCE NO. 2021-03**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, ESTABLISHING A BUILDING CODE BOARD OF APPEALS**

**RECITALS:**

**WHEREAS**, the Town of Paonia (the “Town”), in the County of Delta and State of Colorado, is a municipal corporation duly organized and existing under the laws of the State of Colorado; and

**WHEREAS**, the Town pursuant to C.R.S. 31-4-101, the Town has certain legislative powers; and

**WHEREAS**, pursuant to C.R.S. § 31-23-301, the Town has the power to regulate buildings and other structures for the purposes of promoting health, safety, and the general welfare of the community; and

**WHEREAS**, the Town has adopted by reference codes and standards relating to the regulation of new construction, alteration, and repair of all new and existing structures within the Town, along with all plumbing, mechanical and installations therein or in connection therewith; and

**WHEREAS**, each of these codes utilize an appeals board to hear and determine appeals of decisions of the building official or claims that the true intent of the code have been incorrectly interpreted; and

**WHEREAS**, pursuant to Sec. 2-2-90 of the Town Municipal Code, the Board of Trustees has the authority to create and appoint members to board and commissions; and

**WHEREAS**, pursuant to Sec. 2-8-10 and Sec. 16-15-10 of the Town Municipal Code, the Town has an established Zoning Board of Adjustment which addresses appeals of any administrative officer or agency made in enforcement of the Town Municipal Code pertinent to zoning; and

**WHEREAS**, the Town Board of Trustees finds and determines that it is both necessary and desirable that a Building Code Board of Appeals be created; and

**WHEREAS**, the Board determines that the existing Board of Adjustment shall sit and serve as the Building Code Board of Appeals whenever such board is required;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, AS FOLLOWS:**

**Section 1. Legislative Findings.**

The recitals to this Ordinance are adopted as findings of the Board of Trustees in support of the enactment of this Ordinance.

**Section 2. Additions to the Town Code.**

(A) The following Article 11 is added to Chapter 18 Town Code as follows:

Chapter 18, Article 11 – Building Code Board of Appeals:

Sec. 18-11-10. Appeal Procedures.

- (a) There is hereby created the Building Code Board of Appeals. Unless otherwise conflicted, the five (5) members of the Zoning Board of Adjustment shall serve as the members of the Building Code Board of Appeals. The Board of Appeals shall consist of five (5) members, who are qualified by experience and training to pass upon matters pertaining to building construction. In evaluating the qualifications and experience of the five (5) members, the qualifications in Appendix B of the version of the IBC adopted by the Town shall serve as guidance in selecting members to the Board of Appeals.
- (b) The purpose of the Board of Appeals is to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of the building codes, and amendments thereto, as adopted from time to time by reference within this Chapter 18. Zoning appeals pursuant to Chapter 16 shall be heard in accordance with Chapter 16.
- (c) The Board of Appeals may adopt reasonable rules and regulations not inconsistent with this ordinance for conducting its business, meetings, and deliberations.
- (d) Appeals to the Board of Appeals may be taken by any person aggrieved by his or her inability to obtain a building permit based upon the decision of the building official. Appeals to the Board of Appeals must be made in writing and filed with the Town Clerk no later than 4:30 p.m. of the seventh day following the action or decision from which the appeal is taken. In the event the seventh day falls on a Saturday, Sunday or holiday, the next regular business day of the Town shall be deemed the seventh day. The day of the action or decision shall not be included in the seven-day calculation.
- (e) An appeal to the Board of Appeals stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken, certifies to the Board of Adjustment after the notice of appeal has been filed with him or her that, by reason of facts stated in the certificate, a stay, in his or her opinion, would cause imminent peril to life and property, in which

case proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Adjustment or a court of record on application, on notice to the officer from whom the appeal is taken and on whom due cause is shown.

Sec. 18-11-20. Hearings.

- (a) All hearings of the Board of Appeals shall be held within thirty (30) days of the filing of the appeal.
- (b) At hearings, all witnesses shall be sworn-in and the Chairperson will utilize such procedures as the Board of Appeals finds will ensure fairness and efficiency. The Board of Appeals shall not be required to observe formal rules of evidence but may consider any testimony or other evidence the Board finds reasonably reliable and calculated to aid the Board of Appeals in reaching an accurate determination of the issue involved. Rulings on questions of procedure, admissibility of evidence, and exhibits will be made by the Chairperson and will stand unless objected to by a member of the Board of Appeals, in which event the question will be decided by a majority vote of the members of the Board present.
- (c) The Board of Appeals shall have the authority to review any written final decisions of the building official regarding the suitability of alternate materials, methods of construction, or regarding the technical application and interpretation of the building codes adopted by reference, and any amendments thereto, within this Chapter 18. The Board of Appeals shall also be authorized to issue advisory opinions and policies regarding such matters at the request of the building official. The Board of Appeals shall not have the authority to waive requirements of any such code, nor shall the Board of Appeals have the authority to recommend decreasing public safety or fire-resistive standards set forth in any section of such codes. A decision of the Board shall not be considered a precedent for future decisions of the building official. The Board of Appeals shall act in each instance based upon the facts presented in the appeal.
- (d) In the event of a conflict between any building codes adopted by the Town and this Chapter 18, Article 11, the Town Code shall take precedent. Notwithstanding the foregoing, for any matter which the Town Code is silent, the Board of Appeals shall take into account direction and guidance from the relevant building code(s).

Sec. 18-11-30. Fees.

For all applications, a fee shall be assessed to cover the administrative costs of conducting the hearing. The amount of the fee shall be established by resolution of the Board of Trustees. In the event the Board of Appeals finds in favor of the applicant, any fees initially assessed to the applicant shall be waived.

Sec. 18-11-40. Decisions.

The decision of a majority of the members of the Board of Appeals shall be final on the date it is made and signed by the Board of Appeals. Any further appeal shall be in accordance with C.R.C.P. Rule 106(a)(4).

**Section 3. Amendment to the Town Code.**

The following provision of Chapter 18, Article 4 Section 30(b) is hereby repealed.

**Section 4. Severability.**

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.

**Section 5. Repeal of Prior Ordinances.**

All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6. Ordinance Effect.**

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided, however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any ordinance or ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

**Section 7. Effective Date.**

This Ordinance shall take effect thirty days after adoption and publication.

**INTRODUCED, READ, AND REFERRED to public hearing before the Board of Trustees of the Town of Paonia, Colorado, on the \_\_\_ day of March 2021.**

**TOWN OF PAONIA, COLORADO, A MUNICIPAL CORPORATION**

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

ATTEST:

\_\_\_\_\_  
CORINNE FERGUSON, Town Clerk

**HEARD AND FINALLY ADOPTED by the Board of Trustees of the Town of Paonia, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**TOWN OF PAONIA, COLORADO, A MUNICIPAL CORPORATION**

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

ATTEST:

\_\_\_\_\_  
Corinne Ferguson, Town Administrator/Clerk

AGENDA SUMMARY FORM



DMEA - Franchise Agreement Update

Summary:  
Third reading of the updated DMEA franchise agreement.

Notes:  
Case law reference requested by the Board provided by DMEA at 05/25/21 meeting.

Possible Motions:

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

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

**DMEA / Town of Paonia Proposed Renewal Franchise Agreement**  
**Key Terms**

**Background.** *The Town of Paonia’s current franchise is expiring shortly. While DMEA may continue to serve citizens within Paonia after expiration, DMEA will likely be required to stop collecting franchise fees on behalf of the Town. DMEA first provided a draft copy of this franchise renewal to the Town in early April. This draft, which was intended to be consistent with the existing franchise, included certain changes previously requested by the Town Attorney, Bo Nerlin. DMEA respectfully requests the Town grant a new 20-year franchise for electric service.*

- 1) **Agreement Length:** 20 years; same as the current franchise. (Section 3.1)
- 2) **Franchise Right:** Right to locate and operate DMEA facilities for utility service within the Town rights of way, subject to Town regulations. (Section 2.1)
- 3) **Franchise Fee:** Remains at 3%, calculated based on gross revenues. (Section 4.1(B)) DMEA gives 100% of franchise fees to the Town.
- 4) **DMEA Facilities:** DMEA is allowed to use its facilities, including fiber, as authorized by applicable law and regulations. This encompasses leases to third parties such as Elevate. (Sections 2.1(F))
- 5) **Modification of Fees:** As with the previous franchise, the Town can unilaterally modify the franchise fee, but all other modifications of the agreement require agreement of both parties. (Section 5.1; Article 16)
- 6) **Inspection and Approval:** The Town’s right to inspect and approve DMEA’s work is similar to the expiring franchise. (Sections 8.2(C) and 9.3) DMEA will provide as-builts to the Town, upon official request, when DMEA has such drawings available. (Section 8.2(D))
- 7) **Undergrounding/Relocation:** DMEA will continue to pay the cost of relocation of its facilities, if required, when the Town constructs new “public projects.” However, the Town will pay for any associated undergrounding costs. The Town will pay any other costs when requesting undergrounding or when relocation is requested primarily for aesthetics. (Sections 8.2, 8.4 and 12.1) The franchise specifically defines “public project.” (Section 1.10)
- 8) **Indemnification by Town:** Except as limited by Colorado’s constitution, the Town will indemnify DMEA for its actions in use of DMEA’s facilities. (Section 10.1)
- 9) **Upfront Franchise Costs:** DMEA to pay for the proportionate cost for the Town to publish the ordinance and initially implement the Franchise (not to exceed \$500). (Section 11.4)
- 10) **Municipalization:** As with the previous franchise, the Town reserves all rights to purchase, condemn, or construct its own utilities. (Article 14) Any value/purchase price will be determined under C.R.S. 40-9.5-204 (specific cooperative electric association valuation statute) and the Town will provide at least 1 year’s notice of any such action. Further, if the Town exercises any of these rights before March 1, 2033, the Town will pay its proportionate share of lost revenues to compensate DMEA for the amount paid on the Town’s behalf when DMEA exited Tri-State. (Section 14.6)
- 11) **Termination:** Instead of the liquidated damages of the previous franchise, there is a standard mutual breach provision which allows either party to exercise its legal rights (e.g., termination, injunctive relief, suit for damages) if the other party breaches (after applicable cure periods). (Section 15.1)
- 12) **Continued Obligations:** The parties shall have continued rights and obligations (including collection of a fee) under this renewal franchise following termination, until the Town makes alternative arrangements or there is an order otherwise by the PUC. (Section 15.3)

**ORDINANCE NO. 2021-02**

**FRANCHISE AGREEMENT**  
**BETWEEN THE TOWN OF PAONIA AND**  
**DELTA-MONTROSE ELECTRIC ASSOCIATION**

AN ORDINANCE GRANTING A FRANCHISE BY THE TOWN OF PAONIA, COLORADO, TO DELTA-MONTROSE ELECTRIC ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, TO LOCATE, BUILD, CONSTRUCT, RECONSTRUCT, REPLACE, MODIFY, UPGRADE, UPRATE, RELOCATE, REMOVE, ACQUIRE, PURCHASE, EXTEND, MAINTAIN, AND OPERATE INTO, WITHIN, AND THROUGH THE TOWN OF PAONIA, DELTA COUNTY, COLORADO, ALL FACILITIES NECESSARY FOR, OR RELATED TO, THE PURCHASE, TRANSMISSION, AND DISTRIBUTION OF ELECTRICITY TO THE TOWN OF PAONIA AND THE RESIDENTS, BUSINESSES AND INDUSTRY OF THE TOWN OF PAONIA, BY MEANS OF LINES, WIRE, CABLES, FIBER, POLES, FACILITIES, EQUIPMENT OR OTHERWISE, OVER, UNDER, ALONG, ACROSS, AND THROUGH ANY AND ALL STREETS, ALLEYS, VIADUCTS, BRIDGES, ROADS, LANES, AND OTHER PUBLIC WAYS AND PLACES IN SAID TOWN OF PAONIA, AND FIXING THE TERMS AND CONDITIONS THEREOF.

**WHEREAS**, the Town of Paonia (the "Town") is a statutory Town in accordance with C.R.S. 31-1-203; and

**WHEREAS**, the Town has those powers vested pursuant to C.R.S. 31-15-101 et. seq.; and

**WHEREAS**, pursuant to C.R.S. 31-32-101 et. seq. the Town has the authority to enter into franchise agreements; and

**WHEREAS**, DELTA-MONTROSE ELECTRIC ASSOCIATION ("DMEA" or the "Company") is a Colorado cooperative electrical association that that provides an electrical utility; and

**WHEREAS**, the Town by and through its board of Trustees wishes to enter into a franchise agreement with DMEA.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, THAT:

**ARTICLE 1**  
**TITLE AND DEFINITIONS**

- 1.1 This Chapter shall be known and may be cited as the "Delta-Montrose Electric Association Franchise Chapter".
- 1.2 For the purpose of this Franchise agreement, the following words and phrases shall have the meaning given in this Article. When not inconsistent with context, words used in the present tense include the future tense, 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 in this article shall be given their common and ordinary meaning.
- 1.3 "Board of Trustees" refers to and is the legislative body of the Town.
- 1.4 "Company" refers to and is Delta-Montrose Electric Association, a Colorado cooperative electric association, and is the grantee of rights under this Franchise.
- 1.5 "Facilities" or "Company Facilities" refer to and are all of the Company's facilities reasonably necessary to provide electric service and communication fiber into, within and through the Town, including but not limited to substations, transmission and distribution structures, lines, wires, electrical equipment, transformers, overhead and underground lines, meters, meter reading devices, control equipment, street lights, wires, cables, fiber optic cables, electric transportation charging facilities and poles.
- 1.6 "Franchise" refers to the terms and conditions of this ordinance.
- 1.7 "Gross Revenues" refers to those amounts of money that the Company receives from the sale and/or delivery of electricity in the Town, after adjusting for refunds, net write-offs of accounts, corrections, or Regulatory Adjustments (as defined below). "Gross Revenues" shall exclude any revenue from the sale and/or delivery of electricity to the Town as a customer of the Company.
- 1.8 "Industrial Customers" refer to those Town customers which meet the criteria under applicable "Industrial — Distribution Voltage" and "Industrial – Transmission Voltage" rate tariffs for the Company.
- 1.9 "Party" or "Parties" refers to and includes the Company and the Town, either singly or collectively as the context requires.
- 1.10 "Public Project" means (1) any public work or improvement within the Town that is wholly or beneficially owned by the Town or is the result of a request and/or required by the Town as part of a development application pursuant the Town of Paonia Municipal Code; or (2) any public work or improvement within the Town where fifty percent (50%) or more of the funding is provided by any combination of the Town, the federal government, the State of Colorado, a Colorado county, or other governmental or quasi-governmental entities. For purposes of this agreement, "public work or improvement" means any project for the new construction or reconstruction of a project such as public buildings; public roads; public

highways; public streets; publicly owned water mains and sewers; public parks and playgrounds; public convention facilities which are financed at least in part with public money; jails and prisons; and all other similar publicly-owned works and property. Public work or improvement does not include any project done for primarily aesthetic purposes, beautification, or view protection.

- 1.11 "PUC" refers to and is the Public Utilities Commission of the State of Colorado or other state agency succeeding to the regulatory powers of the Public Utilities Commission.
- 1.12 "Regulatory Adjustments" refers to any adjustments to the Company's revenues pursuant to federal, state or other governmental regulations, including but not limited to, credits, surcharges, refunds, and pro-forma adjustments.
- 1.13 "Residents" refer to and include all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or to be located, in whole or in part, within the territorial boundaries of the Town.
- 1.14 "Rights-of-Way" refer to and are streets, alleys, viaducts, bridges, roads, lanes, public utility easements, and other public rights-of-way and public places in the Town, excluding any easement the terms of which do not permit the use thereof by the Company. The phrase "in the Rights-of-Way" shall mean upon, above, under, across, along and within said Rights-of-Way.
- 1.15 "Town" refers to and is the municipal corporation designated as the Town of Paonia, Delta County, Colorado, and is the grantor of rights under this Franchise.
- 1.16 "Uncontrollable Forces" means the inability to undertake an obligation of this Franchise due to a cause that could not be reasonably anticipated by a Party or is beyond its reasonable control after exercise of reasonable efforts to perform, including, without limitation, accidents, breakdown of equipment, acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, epidemics, pandemics, orders of the government or unavailability or shortages of materials or equipment.
- 1.17 "Utility Service" means the obligation to furnish, sell, and distribute electricity.

## **ARTICLE 2 GRANT OF FRANCHISE**

### **2.1 Grant of Franchise.**

- (A) The Town grants to the Company, for the period specified in and subject to the conditions, terms, and provisions contained in this Franchise:
  - (1) The non-exclusive right, and the Company assumes the obligation, to provide Utility Service to the Town and to all Residents of the Town.

- (2) The non-exclusive right, and the Company assumes the obligation, to acquire, construct, install, locate, maintain, upgrade, operate, and extend into, within and through the Town all Facilities reasonably necessary to furnish, sell, and distribute electricity within and through the Town.
  - (3) The non-exclusive right, and the Company assumes the obligation, to make reasonable use in the Rights-of-Way as may be necessary to carry out the terms of this Franchise subject to the Town's prior right of usage for municipal purposes and subject to applicable laws, ordinances, and regulations. These rights and obligations shall extend to all areas of the Town as it is now or hereafter constituted.
  - (4) The non-exclusive right, and the Company hereby assumes the obligation, to provide street lighting service within the Town which shall be governed by this Franchise, applicable Town Codes and regulations, and Company's tariffs.
- (B) The rights granted by this Franchise are not, and shall not, be deemed to be granted exclusively to the Company, and the Town reserves the right to make or grant a similar franchise to any other person, firm, or corporation as allowed by law. Notwithstanding the foregoing, the Town agrees that the Company is the holder of Certificate of Public Convenience and Necessity granting the Company an exclusive service territory for the distribution of electric service to the Town subject to the rules and regulations of the PUC and the Town's rights of eminent domain as provided for, and limited by, Article II, Section 15 of Colorado Constitution and C.R.S. § 40-9.5-201, *et seq.*
- (C) Except as otherwise specifically provided in this Franchise, the Town retains the right to use, control, and regulate, through the exercise of its police power, the use of the Rights-of-Way, and the space above and beneath said Rights-of-Way; and the Town retains the right to impose such other local codes or administrative regulations as may be determined by the Town to be necessary in the exercise of the police power to protect the health, safety, and welfare of the public.
- (D) Neither the Town nor the Company waives any rights under the statutes and constitution of the State of Colorado or of the United States except as otherwise specifically stated in this Franchise.
- (E) This Franchise constitutes a valid and binding contract between the Company and the Town. In the event that the Franchise Fee (defined below) is declared illegal, unconstitutional, or void for any reason by any court or other proper authority, the Company shall be contractually bound to collect and pay monthly rental fees to the Town in an aggregate amount that would be, as nearly as practicable, equivalent to the amount which would have been paid by the Company as a Franchise Fee as consideration for use of the Town's Rights-of-Way.

- (F) Nothing in this Franchise shall prohibit the Company from using its Facilities as authorized by applicable laws and regulations, including leasing its Facilities to any third-party. The Company shall not take any unilateral action which materially changes the mutual promises in this Franchise.

**ARTICLE 3  
TERM OF FRANCHISE**

- 3.1 Term of Franchise. This Franchise shall take effect on its adoption by the Board of Trustees, and shall supersede any prior franchise grants to the Company by the Town relating to the Utility Service. Unless terminated prior to twenty (20) years in accordance with other provisions of this Franchise, the term of this Franchise shall be for twenty (20) years. Notwithstanding the foregoing, the Franchise is not deemed by the Town to be a multi-year fiscal obligation. Nevertheless, any monies required by the Town to be expended under this Franchise shall be subject to annual appropriation by the Town.

**ARTICLE 4  
FRANCHISE FEE**

- 4.1 Franchise Fee.
  - (A) In consideration for the rights granted in this Franchise, which provide, among other things, for the Company's use of the Rights-of-Way, which are valuable public properties acquired and maintained by the Town at great expense to its Residents, and in recognition that the grant to the Company of the use of those Rights-of-Way, and of the right to provide service to the Town's Residents, which are valuable rights, the Company shall collect and pay the Town the sums provided in this Section. Except as specified in this Franchise, payment of the Franchise Fee shall not exempt the Company from any other lawful taxes or fees; however, the Franchise Fee shall constitute the exclusive monetary payment by the Company to the Town for the Company's use and occupancy of the Rights-of-Way except as specifically provided for in this Franchise.
  - (B) The Company shall collect from its customers within the Town limits and pay to the Town a sum of three percent (3%) of its annual Gross Revenue derived from the sale of electricity to Residents, excluding Industrial Customers, within the corporate limits of the Town (the "Franchise Fee"). The Company will not collect said 3% Franchise Fee from the Town for Utility Service provided directly or indirectly to the Town for its own consumption, including street lighting service.
  - (C) A transaction or arrangement between the Company and any third-party which has the effect of circumventing payment of required Franchise Fees or evasion of payment of Franchise Fees by non-collection, non-reporting, or any other means which evade the actual collection of revenues by the Company for services delivered

over the system or businesses the Company pursues derived from the operation of the system is prohibited except any such transaction which may be required by law.

(D) No acceptance of payment by the Town from the Company shall be construed as an agreement that the amount paid is the correct amount, nor shall acceptance be construed as a release of any claim of which the Town may have for additional sums due and payable under this Franchise.

4.2 Remittance Schedule. The Company shall remit the Franchise Fee to the Town in monthly installments not more than thirty (30) days following the close of each month. All payments shall be made to the Town. In the event that either the Town or the Company discovers that there has been an error in the calculation of the Franchise Fee payment to the Town, the error shall be corrected in the next monthly payment; except that, in the event an error by the Company results in an overpayment of the Franchise Fee to the Town, and said overpayment is in excess of Ten Thousand Dollars (\$10,000), credit for the overpayment shall be spread over the same period the error was undiscovered. If the overpayment is less than Ten Thousand Dollars (\$10,000), credit shall be taken against the next payment. In no event shall either Party be required to credit or pay any under- or overpayment which occurred more than three (3) years prior to the discovery of the error. Underpayments shall be subject to up to 1 ½% interest per month until paid or credited in full.

4.3 Franchise Fee Payment not in Lieu of Permit or Other Fees. Payment of the Franchise Fee by the Company is accepted by the Town in lieu of any utility occupation tax or any rental fee, for the Company's use or occupation of Town's Rights-of-Way, or for the installation, operation and maintenance of Company Facilities. Payment of the Franchise Fee does not exempt the Company from any other lawful tax or fee, including any fee for an excavation permit, street cut permit, or similar requirement.

4.4 Changes in Town Boundaries. The Town shall reasonably notify the Company in writing of annexations (or de-annexation) of property into (or out of) the domain of the Town so that DMEA may appropriately adjust its collection of the Franchise Fee from Residents within the Town limits. Any amounts received for Utility Services provided to customers within the new Town limits will be included in the Gross Revenues no later than ninety (90) days after such written notice. The Company shall not be required to retroactively collect or pay any Franchise Fees on such Utility Services from Residents in any annexed area of the Town if the Town fails to provide written notice of the annexation to the Company.

## **ARTICLE 5 MODIFICATION OF FRANCHISE FEE**

5.1 Change of Franchise Fee and Other Terms. In recognition of the length of the term of this Franchise, and in further recognition of the possibility of legislative and/or regulatory amendments which may allow for the wheeling of electricity through Facilities owned by the Company and located within the Town, the Parties agree that in the event of such

legislative or regulatory amendments, or in any unexpected event which would result in a significant decrease in fees collected on behalf of the Town, the Company and the Town may agree to modify the computation of the Franchise Fee. Said modified computation may be based upon volume of electricity delivered rather than the percentage of revenue, at the Town's discretion. The Parties agree, to the extent permitted by law, to cooperate in modifying section 4.1(B) of this Franchise to assure that the Company collects, and the Town receives the Franchise Fees or some other form that is at least the same amount as the Franchise Fees collected by the Company as of the effective date of this Franchise, and for any increases in usage.

In the event that the computation of the Franchise Fee is modified and based upon volume of electricity delivered in accordance with the provisions of this Franchise, both Parties agree that, to the extent allowable by law, the Company shall be responsible for the collection of such Franchise Fee as measured against the total amount of kilowatt-hour consumption of electricity in each month by each Resident, from all electric providers and/or distributors. Both Parties further agree that such volumetric computation shall be subject to annual adjustment to reflect inflation in accordance with a mutually acceptable price index.

Modification of the Franchise Fee as provided herein is an express term of this Agreement.

## **ARTICLE 6 DISCLOSURE OF RECORDS**

### **6.1 Town Information Rights.**

- (A) The Town or its designated representative or agent, shall have access to the books and records of the Company relevant for the purpose of ascertaining compliance with the terms of this Franchise during normal business hours upon reasonable notice. The Town may use such information for the purposes of enforcing its laws, ordinances, and regulations. Nothing in this Franchise shall exempt the Company from any other requirements regarding the production of information as provided in the laws, ordinances and regulations of the Town.
- (B) To the extent allowable by law, the Company shall supply the Town with all of the following information annually without cost to the Town:
  - (1) Annual reports, including but not limited to, its annual report to its consumers; and
  - (2) Annual financial summaries of the revenues collected within the Town during the previous year.
- (C) To the extent allowable by law and reasonably available, the Company shall supply the Town with all of the following information upon written request:

- (1) Copies of the official minutes of Board of Directors meetings for the previous year;
- (2) A summary of conversions and replacements within the Town which have been accomplished or are underway by the Company, if applicable;
- (3) The Company's plans for additional conversions and replacements within the Town, if applicable;
- (4) Copies of tariffs including but not limited to all tariffs, rules, regulations, and policies relating to service by the Company to the Town and its Residents;
- (5) Copies of supporting documentation for the calculation of the Franchise Fee;
- (6) An inventory of the Company's Facilities within the Town; and
- (7) Annual and long-term reports for capital improvements planned within the Town.

6.2 Enforcement of Town Ordinances. The Town may use the Company's metered information obtained from audits for the purposes of enforcing its laws, ordinances, and regulations.

6.3 Protection of Confidential Information. Except as expressly authorized in this Franchise, or as may be considered a public record under Colorado law, all information obtained by the Town pursuant to this Section 6 shall be kept confidential and shall be utilized for the sole purpose of verifying that the Franchise Fee has been correctly computed and paid.

## **ARTICLE 7 RATES**

7.1 General Provisions. Rates charged by the Company for service provided pursuant to this Franchise shall be fair and reasonable. The Company agrees that it shall be subject to all authority now or hereafter possessed by any regulatory body having jurisdiction to fix just, reasonable, and compensatory electric rates. The Company further agrees that the system shall be so designed, constructed, and sources of electricity utilized as to provide the most economic development and favorable rate structure possible while taking into account deliverability of electricity and other pertinent design conditions which maintain high safety and service reliability standards.

7.2 Comparable rates. For each rate category within the Company's service area, the rates charged to customers within the Town shall be no higher than the lowest rates charged to the Company's customers in the same rate category, excluding franchise fees, rental fees, surcharges and other taxes, if applicable.

7.3 Rates applicable to Town Street Lighting and Town-owned facilities. Rates charged to the Town by the Company for street lighting and Town-owned facilities shall be no higher than

the lowest rates charged to the Company's customers for the same rate category, excluding franchise fees, rental fees, surcharges and other taxes, if applicable.

**ARTICLE 8**  
**SUPPLY, CONSTRUCTION AND DESIGN**

8.1 Supply; Reliability.

- (A) The Company shall at all times take all reasonable and necessary steps to assure the adequate supply, transmission, and distribution of electricity to the Town and its Residents at the lowest reasonable cost consistent with the terms of this Franchise. In addition, the Company shall operate its Facilities pursuant to the highest practicable level of service quality and reliability in providing electricity to the Town and its Residents. The Company recognizes that maintaining service reliability is a substantial obligation under this Franchise. Upon the Town's request, the Company will provide the Town copies of service reliability reports.
- (B) If the supply, transmission, or distribution of electricity to the Town or any Resident is interrupted, the Company shall take all necessary and reasonable actions to restore such supply in the shortest practicable time. If the supply of electricity is to be interrupted due to a planned outage, except in cases of emergency outage repair, the Company shall take adequate reasonable efforts to notify its customers and the Town in advance. The Company shall keep on file in its office and/or on its website, copies of its rate schedules, standards for service, rules, policies, and regulations concurrently in effect or filed with the PUC or other competent authority having jurisdiction in the premises, which copies shall be made available to the Town and its Residents upon written request.
- (C) The Company shall provide to the Town telephone numbers of the Company's dispatch center that will permit the Town to obtain status reports from the Company on a twenty-four hour basis concerning interruptions of the supply of electricity in any portion of the Town. The Town agrees that any non-published Company telephone numbers shall be considered confidential and not disclosed to any third-parties, to the extent permitted by law.

8.2 Obligations Regarding Company Facilities.

- (A) All work by the Company shall be done:
  - (1) in a high-quality manner;
  - (2) in a timely and expeditious manner;
  - (3) in a manner which minimizes inconvenience to the public and individuals;
  - (4) in a cost-effective manner, which may include the use of qualified private contractors; and

- (5) in accordance with Company policies and procedures but all times subject to applicable laws, ordinances, and regulations.
- (B) The installation, repair, or maintenance of Company Facilities shall not interfere with other uses of the Rights-of-Way, including but not limited to water facilities, sanitary or storm sewer facilities, communication facilities. Interference with private property, landscaping and other natural features shall be minimized. Company will use reasonable efforts to not unduly interfere with the rights or reasonable convenience of property owners who adjoin the Rights -of-Way.
- (C) The Company shall promptly repair all damage caused by Company activities or Facilities within the Town to substantially its former condition. If such damage poses a threat to the health, safety, or welfare of the public or individuals, the Town may cause repairs to be made, and the Company shall promptly reimburse the Town for the reasonable cost of such repairs. The Company shall undertake this repair of the Rights-of-Way at its own expense, restoring any damage or disturbance as a result of its operation, construction, or maintenance of the Facilities to a condition reasonably comparable to the condition of the Rights-of-Way immediately prior to such damage or disturbance, in a workmanlike manner subject to the approval by the Town, and in accordance with the Town Municipal Code. The Company shall use due care not to interfere with or damage any water mains, sewers, or other structures now in place or which may hereafter be placed in the Rights-of-Way, and the Company shall, at its own expense, repair in a workmanlike manner subject to the approval of the Town and in accordance with the provisions of the Town Municipal Code, any such water mains, sewers, or other structures which are damaged through the action of the Company, provided, however, that the Town may make such repairs and charge the reasonable cost thereof to the Company. Except as otherwise specifically provided herein, the Town retains the right to use, control, and regulate, through the exercise of its police power, the use of streets, and other public ways and places, and the Town retains the right to impose such other regulations as may be determined by the Town to be necessary in the exercise of the police power to protect the health, safety and welfare of the public. Notwithstanding anything to the contrary in this Franchise, provided that the Company has followed its requirements under Colorado's 811 "call-before-you-dig" law, the Company shall not be responsible for the repair or cost of any damages due to an improperly identified locate or an unidentified water main, sewer, or other structure.
- (D) All non-electrical work performed by the Company is subject to inspection, by the Town and a determination by the Town that said work has been performed in accordance with all applicable laws, ordinances, and regulations of the Town. The Company shall promptly perform reasonable remedial action required by the Town pursuant to any such inspection. The Company shall have the authority under this Franchise to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures. Upon request by the Town and in accordance with Company's applicable policies, Company will provide as-

built drawings, but only if such drawings exist, for Company Facilities in the Rights-of-Way.

- (E) Except in emergency situations, where the installation, upgrade or replacement of any Facilities in the Rights-of-Way by or on behalf of the Company requires relocation of Company Facilities in the Rights-of-Way, the location shall be subject to inspection and approval by the Town; provided that, the Town agrees that such location shall be consistent with the current location of any upgrade or replacement of any existing Facilities, for example, overhead Facilities shall remain overhead and underground Facilities shall remain underground. Such inspection and approval may include, but not be limited to, the following matters implicated by relocation of Facilities in the Rights-of-Way: cutting and trimming of trees and shrubs and disturbance of pavements, sidewalks, and surfaces of streets.
- (F) The Company and all of its contractors shall comply with all applicable Town laws, ordinances, and regulations. The Company shall require its contractors working in the Rights-of-Way to hold the necessary licenses and permits required by the Town and other entities having jurisdiction.
- (G) The Company shall provide, when available, as-built drawings in digital formats and providing such details as reasonably requested by the Town in accordance with Company's applicable policies, of each Company Facility which exists within the Town.

8.3 Excavation and Construction. The Company shall be responsible for obtaining all applicable permits, including any excavation and/or street cut permits, in the manner required by the laws, ordinances, and regulations of the Town. All public and private property whose use conforms to restrictions in public easements disturbed by Company construction or excavation activities shall be restored by the Company at its expense to substantially its former condition according to then existing Town laws, ordinances, and regulations.

8.4 Relocation of Company Facilities.

- (A) Except as provided in 8.4(B) below, relocation of electric Facilities installed or maintained in the Rights-of-Way or Town property pursuant to this Franchise or any previous franchises shall be made by the Company at its expense, if at any time the Town requests the Company to relocate the same in order to permit the construction of a Public Project.
- (B) The provisions of 8.4(A) above are intended to be applied to Public Projects only. The provisions shall not apply, and the Company shall not be responsible for, payment of costs associated with relocation of Facilities when the following apply:
  - (1) relocation of the Facilities is primarily for aesthetic purposes, beautification or view protection; or

- (2) relocation involves Facilities owned by the Company in privately held easements, including without limitation, Facilities located in prescriptive easements benefitting the Company; or
  - (3) relocation involves existing underground utilities properly located within public easements according to Town specifications, if such relocation is not necessary to the Public Project.
- (C) The Company shall complete such relocations as soon as practicable from the date when the Town makes its request, but in any event within 90 days after such request; except that the Company may be granted an extension of time for completion equivalent to any delay caused by conditions not under its control. Upon written request, the Town may extend the period of time for completion of a relocation where the scope of the relocation and/or existing circumstances makes a 90-day completion time unreasonable. In such cases, the Town's consent to a longer completion time shall not be unreasonably withheld or conditioned.
- (D) When requested by the Town or the Company, representatives of the Town and the Company shall meet to share information regarding anticipated Town projects that will require relocation of Company Facilities. Such meetings shall be for the purpose of providing both Parties the opportunity to, in good faith, evaluate reasonable alternatives and/or cost saving measures in an attempt to minimize the fiscal impact upon the Company from the proposed relocation, and establish timetables with anticipated commencement and completion dates.
- (E) Following relocation, all property shall be restored to substantially its former condition by the Company at its expense (or at Town's expense in accordance with Section 12.1) in accordance with then existing Town laws, ordinances, and regulations.
- (F) The Town shall use its best efforts to obtain funding for utility relocations in connection with Public Projects receiving federal or state funds. When public funds are utilized for the purposes of utility relocation, the Town shall utilize said funds for Company utility relocations in a manner consistent with other utility relocations.
- (G) No expenses pursuant to this article paid or reimbursed shall be surcharged specifically against Residents of the Town.
- 8.5 Service to New Areas. If the boundaries of the Town are expanded during the term of this Franchise, the Company shall extend service to Residents in the expanded area at the earliest practicable time and in accordance with the Company's extension policy. Service to the expanded area shall be in accordance with the terms of this Franchise, including payment of Franchise Fees.
- 8.6 Town Not Required to Advance Funds. Upon receipt of the Town's authorization for billing and construction, the Company shall extend its Facilities to provide Utility Service to the Town for municipal uses within the Town limits or for any major municipal facility outside the Town limits, and within the Company's certificated service area, without requiring the

Town to advance funds prior to construction. Upon completion, the Town shall pay all invoices within 30 days of receipt.

8.7 Technological Improvements.

(A) The Company shall generally introduce and install, as soon as practicable, technological advances in its equipment and Utility Service within the Town when such advances are technically and economically feasible and are safe and beneficial to the Town and its Residents.

(B) While maintaining flexibility in the provision of Utility Services, the Company's system shall, at all times, be no less advanced than any other system operated by the Company within the Company's service area; provided, however, should an upgrade of the Utility Services provided to customers within the Town be requested by the Town Board of Trustees, the Company shall have the right to meet, confer, and negotiate with the Town concerning the economic practicality of such an upgrade, giving due consideration to the remaining term of the Franchise and other reasonable incentives. The Company shall submit to the Town related information upon the Town Board of Trustees' request, including, but not limited to a plan for provision of such services, or a justification indicating the reason(s) such services are not feasible for the Company's customers within the Town. Company retains the right to make the final decision as to the technological improvements and/or upgrades made by the Company.

8.8 Scope of Activities Authorized By Franchise. The provisions of this Franchise apply specifically to electric services, including telecommunications relating to electric services. Nothing in this agreement precludes the Company from engaging in any other lawful activities that are not subject to franchise agreements.

8.9 Service Standards. Upon reasonable written request of the Town in accordance with the Company's information request policy and subject to applicable confidentiality protections, the Company shall use reasonable efforts to prepare and submit (no more than annually) to the Town a map, in format reasonably determined by Company, showing the reasonable depiction of the location of the Company's systems within the Town of Paonia.

8.10 No Discrimination. The Company shall not deny service, deny access, or otherwise discriminate against Residents on the basis of race, color, religion, national origin, age or sex.

## **ARTICLE 9 COMPLIANCE**

9.1 Town Regulation. The Town expressly reserves, and the Company expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to the provisions herein contained, such laws, ordinances, and regulations deemed necessary by the Town in the exercise of its police power for the protection of the health, safety, and welfare of its citizens. The Company shall comply with all applicable laws, ordinances, and regulations of the

Town, including but not limited to all Town building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities.

- 9.2 Town Review of Plans. Prior to construction of any significant electric Facilities such as transmission lines and substations within the Town, or of a building or other structure within the Town, the Company shall furnish to the Town the plans and a description of the proposed location of such Facilities, building, or structure. In addition, upon request by the Town, the Company shall assess and report on the impact of its proposed construction on the Town environment. Such plans and reports may be reviewed by the Town to ensure that all applicable laws, including building and zoning codes and air and water pollution requirements, are met, that aesthetic and good planning principles have been given due consideration, and that adverse impact on the environment has been minimized. The Company shall comply with all regulatory requirements of the Town and shall incorporate all other reasonable changes requested by the Town.
- 9.3 Inspection. The Town shall have the right to inspect, at all reasonable times, any portion of the Company's Facilities in the Town's Rights-of-Way. The Company agrees to cooperate with the Town in conducting the inspection and to correct any safety issues affecting the Town's interest in a prompt and efficient manner. Said inspection shall be performed only by qualified inspectors working under a professional engineer's license.

## **ARTICLE 10 USE OF COMPANY FACILITIES**

- 10.1 Town Use. The Town shall be permitted to make all reasonable use of the Company's distribution poles and street lighting poles for any Town purpose so long as such use complies with appropriate safety codes, including the Company's safety regulations. To the extent permitted by law, said use shall be without cost to the Town so long as such use does not unreasonably interfere with the Company's use of its Facilities for distribution of electricity or telecommunications services or create a hazard. The Town shall be responsible for all costs, including maintenance costs, associated with any modifications to the Company's Facilities to accommodate the Town's use of such Facilities. To the extent permitted by law, the Town shall hold harmless and indemnify the Company for the Town and its employees, agents, and representatives acts or failures to act related to the Town's use of Company's Facilities.
- 10.2 Non-Competitor's Use. The Company shall allow telecommunications companies and/or cable companies who hold a franchise or encroachment permit from the Town to utilize the Company's distribution poles and other suitable overhead structures for the placement of their facilities based upon the Company's joint use pole attachment agreement, so long as such terms and conditions are not inconsistent with the Company's obligations under this Franchise. The Company shall not be required to assume any liability nor to be put to any additional expense in connection with any such use; nor be required to permit any such use for the distribution of electricity. No such use shall be required if it would constitute a safety

hazard or would unreasonably interfere with the Company's existing or documented future use of the same.

- 10.3 Competitor's Use. If the Company chooses, or is required by law, to transport electricity supplied by other entities over the Company's Facilities to Town Residents, such transportation shall not be prohibited under this Franchise. The Company shall periodically report to the Town a list of all entities for which the Company is providing such transport services, and to the extent allowable by law the names and addresses of each such entity and each Town Resident to whom electricity is transported, and the amount of electricity transported by the Company for each such entity. Nothing in this Franchise shall preclude the Town from collecting from such entities or Residents all applicable taxes and fees required by the Town's laws, ordinances, and regulations.
- 10.4 Emergency Use. In the case of any emergency or disaster, the Company shall, upon reasonable request of the Town, make available its Facilities for emergency use during the emergency or the disaster period. Such use of Company Facilities shall be of a limited duration and will only be allowed if the use does not interfere with the Company's own use of its Facilities occasioned by such emergency or disaster. To the extent permitted by law, the Town shall hold harmless and indemnify the Company for the Town and its employees, agents, and representatives acts or failures to act related to such use of Company's Facilities.
- 10.5 Trenches Available for Town Use. The Town and Company agree that it is in the best interest of the community for the Town and Company to share and combine Company Facilities and Town facilities in common trenches, ductways, etc. The Company and Town agree to work together to see that such facilities are combined to minimize impacts to the community. The Town's installation of its facilities shall not interfere with the Company's Facilities or delay the commencement or completion of the Company's construction projects.

## **ARTICLE 11 INDEMNIFICATION OF THE TOWN**

- 11.1 Town Held Harmless.
- (A) The Company shall construct, maintain, and operate its Facilities in a manner which provides reasonable protection against injury or damage to persons or property; provided, however, said obligation of the Company shall not increase or decrease its liability on third-party claims.
- (B) The Company shall save the Town, its officers, boards, commissions, agents, and employees, harmless and indemnify the Town from and against all liability or damage and all claims or demands whatsoever in nature, and reimburse the Town for all its reasonable expenses, including attorneys' fees, arising out of the operations of the Company within the Town and the securing of and the exercise by the Company of the rights granted in this Franchise, including any third-party claims,

administrative hearings and litigation. Notwithstanding anything in this Franchise to the contrary, the Company shall not be obligated to indemnify or hold the Town harmless to the extent any claim, demand or liability arises out of, or in connection with, any intentional or negligent act or failure to act of the Town or any of its officials, agents or employees, or the extent that any claim, demand or liability arises out of, or in connection with, the use of any facilities of the Town.

- (C) The indemnification extended pursuant to this Franchise shall include delay damages as that term is contemplated in C.R.S. § 24-91-103.5 *et seq.*, as amended from time to time, or any successor law thereto, awarded against the Town in favor of contractors for damages incurred by contractors for delays experienced in the performance of public works contracts entered into with the Town; provided, however, that said indemnification shall extend only to those delays in performance of public works contracts for which the Company either agrees it is responsible or which were caused as the result, in whole or in part, of the acts or omissions of the Company in the performance of its obligations under this Franchise. Unless the Company otherwise agrees in writing, in no event shall the Company be required to indemnify the Town for any delay damages awarded against the Town unless and until a final determination has been made by a court of competent jurisdiction that the delay damages suffered by a contractor were the result of the acts or omissions of the Company acting on behalf of or within the Town's control. Nothing contained in this Franchise shall be construed as an acknowledgment by the Parties that the Company, in exercising its rights and obligations under this Franchise, is an entity controlled by, subject to the control of or acting on behalf of the Town for the purposes of C.R.S. § 24-91-103.5, *et seq.*
  - (D) In the event of litigation for a breach of this Franchise or for an interpretation of this Franchise, the prevailing party shall be reimbursed for all costs related thereto, including reasonable attorney's fees by the non-prevailing party.
  - (E) Notwithstanding any provision in this Franchise to the contrary, the Company shall not be obligated to indemnify, defend or hold the Town harmless in any manner inconsistent with the doctrine of comparative negligence in Colorado.
- 11.2 Notice to Company. The Town will provide prompt written notice to the Company of the pendency of any claim or action against the Town arising out of the exercise by the Company of its Franchise rights. The Company will be permitted, at its own expense, to appear and defend or to assist in defense of such claim.
- 11.3 Financial Responsibility. At the Town's request, but not more frequently than annually, the Company shall submit to the Town, as a confidential document, proof of its ability to meet its obligations under this Franchise, including its ability to indemnify the Town as required by this Article. This proof may take the form of insurance coverage, adequate funding of self-insurance, or the provision of a bond. The Company shall supply the Town with a list of its insurance companies with the types of coverage, but not levels of insurance; provided however, that during the term of this Franchise, the Company will maintain and carry, subject to appropriate levels of self-insurance, at least the following types and amounts of

insurance coverage: (i) commercial general liability with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (ii) worker's compensation with limits no less than the minimum amount required by applicable law, (iii) commercial automobile liability with limits no less than \$1,000,000, combined single limit; and (iv) umbrella (excess) liability, with limits no less than \$5,000,000. The Town may require, from time to time, and the Company agrees to provide, additional reasonable funding of the Company's indemnification obligations as a self-insured, if the Company is acting as a self-insurer.

- 11.4 Payment of Ordinance Expenses. At the Town's option, the Company shall reimburse the Town for reasonable and proportionate expenses incurred in publication of ordinances and initial implementation of this Franchise, with such costs not to exceed \$500. No such expenses paid or reimbursed shall be surcharged specifically against residents of the Town.

## **ARTICLE 12 UNDERGROUNDING OF OVERHEAD FACILITIES**

- 12.1 Undergrounding of Facilities at Expense of Town. Upon request by the Town, the Company agrees to underground existing overhead Facilities at the Town's expense, except when relocation is otherwise required in accordance with the provisions of § 8.4(A), in which case the cost to relocate the Facilities underground shall be paid by the Town, reduced by the cost of construction had the Facilities been relocated above ground.
- 12.2 Cooperation with Other Utilities. When undertaking a project of undergrounding, the Town and the Company shall coordinate with other utilities or companies which have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. When other utilities or companies are placing their facilities underground, the Company shall cooperate with these utilities and companies and undertake to underground Company facilities as part of the same project where feasible.
- 12.3 Review and Planning for Undergrounding Projects. The Town and the Company shall mutually plan in advance the scheduling of approved undergrounding projects to be undertaken according to this Article as a part of the review and planning for other Company construction projects. The Town and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The Company agrees to use due diligence to see that approved undergrounding projects are, to the extent reasonably practicable, completed prior to the expiration of this Franchise. The Company need not approve an undergrounding project if it would create a significant risk to safety or operational integrity, but it shall provide to the Town written notification of any such non-approval and the grounds, therefore.

## **ARTICLE 13 TRANSFER OF FRANCHISE**

- 13.1 Consent of Town Required. The Company shall not sell, re-sell, transfer, assign or convey any rights under this Franchise, to any unaffiliated third-party, including any merger with such unaffiliated third-party, nor undergo any corporate reorganization or other change

which would result in any modification of the Company's obligations under this Franchise, without first obtaining written approval of the Town; provided, however, that this condition shall not be construed to restrict or prevent the issuance of bonds, debentures, or other evidence of indebtedness, or the issuance of additional stock, needed or useful for the purpose of financing the system or any portion thereof. Should the Company sell, assign, transfer, convey, or otherwise dispose of its rights or interests under this Franchise, without the proper approval, the Town may revoke this Franchise. Upon revocation, all rights and interests of the Company under this Franchise shall cease. For the purposes of this Section, a change of control of the Company is a transfer.

## **ARTICLE 14 MUNICIPALIZATION**

### **14.1 Town's Right To Purchase Or Condemn.**

- (A) The right of the Town to construct, purchase, or condemn any public utility works or ways, and the Facilities and rights of the Company in connection therewith, as provided by the Colorado Constitution and statutes, is expressly reserved, and may be exercised by the Town only in accordance with such statutes and law in effect as of the date of this Franchise, including Article II, Section 15 of Colorado Constitution and C.R.S. § 40-9.5-201, *et seq.*
- (B) The Company understands and agrees that the right of the Town to construct, purchase, or condemn any public utility works or ways, and the Facilities and rights of the Company in connection therewith, as provided for, and limited by, Article II, Section 15 of Colorado Constitution and C.R.S. § 31-15-707 *et seq.*, with the amount of compensation as provided by C.R.S. § 40-9.5-201 *et seq.*, are hereby expressly reserved, and that such right may be exercised at any time by the Town.
- (C) In the event the Town exercises its option to purchase or condemn, the Company agrees that it will continue to maintain its Facilities and to supply any service it supplies under this Franchise, in whole or in part, at the Town's request, for up to a twenty-four month period after the Town has either purchased or condemned the Company's Facilities or alternative arrangements have been made. Both Parties will exercise due diligence to wind up the affairs as soon as practical.
- (D) The Company shall cooperate with the Town by making available such records as will enable the Town to evaluate the feasibility of acquisition of Company Facilities. The Company shall not be required to conduct studies or accrue data without reimbursement by the Town but shall make such studies if reimbursed its costs for the same. The Company shall take no action, which could inhibit the Town's ability to effectively or efficiently use the acquired Facilities.
- (E) Notice of Intent to Purchase or Condemn. Unless the Town and Company agree otherwise, the Town shall provide the Company no less than one (1) year's prior

written notice of its intent to purchase or condemn Company Facilities. Nothing in this Section shall be deemed or construed to constitute a consent by the Company to the Town's purchase or condemnation of Company Facilities, nor a waiver of any Company defenses or challenges related thereto.

- 14.2 Negotiated Purchase Price or Condemnation Award. If the Town desires to purchase Company Facilities and if the Company desires to sell such Facilities, the Parties shall negotiate in good faith to determine a mutually acceptable purchase price in accordance with C.R.S. § 31-15-707 (to the extent it is not in conflict with C.R.S. §40-9.5-204), and C.R.S. § 40-9.5-204, as such statute was in effect as of the date of this Franchise, for up to ninety (90) days; said purchase price shall exclude the value of this Franchise. If agreement is not reached, the Town and the Company reserve all rights to assert their respective positions with respect to the steps the Town would need to take to condemn Company Facilities; however, no award shall be made for the value of this Franchise.
- 14.3 Town-Produced Electricity. The Company understands and agrees that the Town expressly reserves the right to obtain or produce electricity for its own purposes and wholesale transactions, and the Town may exercise that right at any time. The Company shall not curtail wholesale purchases of Town-generated electricity.
- 14.4 Purchase of Real Property of Company by Town. If at any time during the term of this Franchise, the Company proposes to sell or dispose of any of its real property held in fee simple located in whole or in part in the Town, it shall grant to the Town the right of first refusal to purchase the same. Nothing in this provision shall preclude the Company from disposing of its real property in a timely fashion.
- 14.5 Purchase or Condemnation of Street Lighting System. The provisions of this Article apply with full and equal force to the purchase or condemnation by the Town of all or a portion of the street lighting service provided by the Company, including all or a portion of any Company owned street lighting facilities, equipment, system, and plant. The Company understands and agrees that the Town may choose to so purchase or condemn such street lighting service at any time; provided that any such condemnation is in accordance with the law.
- 14.6 Exercise of Rights Under This Article. The Town recognizes that when the Company evaluated the economic feasibility of withdrawing from its previous wholesale electric service contract, the Company reasonably expected that it would continue long-term Utility Service within the Town's municipal boundaries until at least March 1, 2033. In light of this expectation and notwithstanding anything to the contrary in this Franchise, the Town agrees that if it exercises any of its rights under this Article 14 prior to March 1, 2033, then the Town will compensate the Company for decreased Utility Service sales to address the Company's revenue shortfall that would otherwise not exist through that 2033 date. In the case of purchase or condemnation before March 1, 2033, the Town and Company agree that such amount shall be added to the purchase price calculation in Section 14.2 and is part of the fair market value for any such purchase or condemnation.

**ARTICLE 15  
BREACH**

- 15.1 Breach. Except as otherwise provided in this Franchise, if a Party (the "Breaching Party") to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a "Breach"), the other Party (the "Non-Breaching Party") may provide written notice to the Breaching Party of such Breach. Upon receipt of such notice, the Breaching Party shall be given a reasonable time, not to exceed ninety (90) days in which to remedy the Breach or, if such Breach cannot be remedied in ninety (90) days, such additional time as reasonably needed to remedy the Breach, but not exceeding an additional ninety (90) day period, or such other time as the Parties may agree. If the Breaching Party does not remedy the Breach within the time allowed in the notice, the Non-Breaching Party may exercise any legal rights or remedies available at law, including without limitation, specific performance of the applicable term or condition to the extent allowed by law and recovery of actual damages, but excluding any special, punitive or consequential damages.
- 15.2 Other Legal Remedies. Nothing in this Franchise shall limit or restrict any legal rights or remedies that either Party may possess arising from any alleged violation of this Franchise.
- 15.3 Continued Obligations. Upon termination of the Franchise, the Company shall continue to provide Utility Service to the Town and its Residents (and shall continue to have associated rights and grants needed to provide such service) until the Town makes alternative arrangements for such service and until otherwise ordered by the PUC and the Company shall be entitled to collect from Residents and, upon the Town complying with applicable provisions of law, shall be obligated to pay the Town, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a Franchise Fee as consideration for use of the Rights-of-Way. Unless otherwise provided by law, the Company shall be entitled to collect such amount from Residents.

**ARTICLE 16  
APPROVAL; AMENDMENTS**

- 16.1 Approval of Franchise. The Company shall promptly file, in writing, its acceptance of this Franchise upon approval of this ordinance by the Town Board of Trustees.
- 16.2 Terms Impacted by Legislative and Regulatory Changes. The Town and the Company recognize that the electric utility industry is the subject of numerous restructuring initiatives by legislative and regulatory authorities. Some of the initiatives and changes may have an effect upon the terms that would be adverse to the customers within the Town and/or of the Company. In the event of such regulatory changes, the Town and the Company may need to amend various provisions of this Franchise and agree to negotiate in good faith in reaching such amendments.

16.3 Proposed Amendments. At any time during the term of this Franchise, the Town or the Company may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both Parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). However, nothing contained in this Section shall be deemed to require either Party to consent to any amendment proposed by the other Party.

**ARTICLE 17  
MISCELLANEOUS**

17.1 No Waiver. Neither the Town nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions. Neither the Town or Company waives any rights under statutes or the Constitution of the State of Colorado or of the United States except as otherwise specifically set forth in this Franchise.

17.2 Successors and Assigns. The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company pursuant to Article 13.

17.3 Third-Parties. Nothing contained in this Franchise shall be construed to provide rights or remedies to third-parties.

17.4 Notice. The Company and the Town shall designate the persons to whom notices shall be sent regarding any action to be taken under this Franchise. All Notice shall be in writing and forwarded by mail or hand delivery to the persons and addresses as stated below, unless changed by written notice given to the other. Until change is made, notices shall be sent as follows:

To the Town:  
Mayor  
PO Box 460  
214 Grand Avenue  
Paonia, CO 81428

To the Company:  
Chief Executive Officer  
11925 6300 Road  
Montrose, Colorado 81401

17.5 Severability. Should any one or more provisions of this Franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall enter into good faith negotiations and proceed with due diligence to draft a substitute term which will achieve the original intent of the Parties.

17.6 Entire Agreement. This Franchise constitutes the entire agreement of the Parties with respect to the matters contained in this Franchise and supersedes any and all prior written or oral

agreements, negotiations, correspondence, understandings and communications with respect to this Franchise.

- 17.7 Construction and Enforcement. Colorado law shall apply to the construction and enforcement of this Franchise. The Parties agree that any litigation arising out of this Franchise shall be in the District Court of Delta County, Colorado.
- 17.8 Uncontrollable Forces. Neither Town nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to Uncontrollable Forces.
- 17.9 Earlier Franchises Superseded. This Franchise shall constitute the only franchise between the Town and the Company related to the furnishing of Utility Service, and it supersedes and cancels all former electric franchises between the Parties.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021, to be effective \_\_\_\_\_.

**Company:**

Delta-Montrose Electric Association, a  
Colorado cooperative electric association

By: \_\_\_\_\_  
\_\_\_\_\_, CEO

**Town:**

Town of Paonia, Delta County, Colorado

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

AGENDA SUMMARY FORM



Professional Engineering Services – Water Infrastructure Analysis Scope of Services – Amendment to Contract

Summary:

JDS Hydro has submitted to the Town an amendment to the original contract regarding completion of the infrastructure analysis report, including the addition of the supplemental report specific to the water tap moratorium.

Notes:

The initial contract occurred prior to the passage of the water tap moratorium measure so the supplemental report was not included in the original contract. JDS Hydro was made aware of the request for the supplemental report at the kick-off meeting and advised Former Administrator Knight at that time that the supplement would be via change order near the end of the project. Provided in the packet is an explanation of the change order and an updated timeline.

Typically, I would not include on an agenda where Public Works Director Loberg and myself are both absent but wish not to delay the review and potential acceptance.

Staff recommends to the Board the approval of the change order. Staff will work to modify budgeted expenditures to the best of our ability, as to reduce use of reserve funds to cover the cost of the change order.

NOTE: The dates for submittal may change due to the additional time requested by the Board for review and comment submittal regarding the draft report.

Possible Motions:

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

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

**Town of Paonia**  
**Professional Engineering Services – Water Infrastructure Analysis**  
**Scope of Services – Amendment to Contract**

**Background:** The Town of Paonia went out for competitive proposals for a Water Infrastructure Analysis in July of 2019. JDS-Hydro Consultants, Inc. (JDS-Hydro) submitted a proposal for Professional Engineer Services to conduct the Analysis in August 2019. JDS-Hydro was selected to conduct the analysis in September 2019, with a signed contract being executed between JDS-Hydro Consultants, Inc. and the Town of Paonia in December 2019. JDS-Hydro recently supplied the Town of Paonia with a draft of the proposed analysis report on May 10, 2021. Since that date the Colorado Department of Local Affairs, through whom the report was partially funded, issued a stop work order following the submittal of the draft report. It is anticipated that DOLA will reinstate the effort after working with the Town of Paonia to sort out requirements to continue work on the report and bring the analysis to final draft and presentation. This amendment to the Water Infrastructure Analysis includes two main categories:

1. Additional analysis to prepare recommendations in conjunction with a potential tap moratorium
2. Additional services to bring the draft report to final completion and presentation in June 2021

The list of services below provide additional detail for the proposed amendments to the original contract.

**Task 1 – Tap Moratorium Analysis:**

JDS-Hydro will conduct the following analyses in conjunction with developing potential recommendations that address a tap moratorium (Measure 2A) that went into effect on January 27, 2020:

- A. Review monthly inflow, spillage, and production (gallons/month) for each treatment facility. Ideally, JDS-Hydro would have at least three years of monthly data to evaluate and analyze in order to make potential recommendations for a tap moratorium. However, JDS-Hydro acknowledges that this amount of data is not available at this time. JDS-Hydro anticipates the receipt of the above data will occur over the next three months (May, June, and July of 2021). JDS also understands that the availability of this information is dependent upon getting the lower water plant back online, which has not been online in over 5-years. Not having the lower water plant online is one of the reasons for not having comprehensive water supply information over the past five years for the current water analysis.
- B. Review of monthly metered demand over the past three years. Currently JDS-Hydro is only in possession of annual customer metered demand.
- C. Review of maps indicating locations and number of potential future tap sales. Update existing WaterCAD model of the Paonia distribution system and run demand models with new proposed taps to see if the current configuration of the distribution system can serve the new taps.
- D. **Deliverable A:** Letter report summarizing comments and opinions regarding the viability of serving the proposed taps or if a moratorium on additional taps should continue?

## Task 2 – Additional Work to bring the Water Infrastructure Analysis to Final Completion:

As indicated above JDS-Hydro was able to provide a ‘draft’ of the Water Infrastructure Analysis on May 10, 2021. This draft was prepared with limited data available, especially in terms of demand data, water plant production data, water plant inflow data, and water plant spill data. Additionally, there was limited field data available to calibrate the WaterCAD model accurately. In order to provide a final product to the Town of Paonia, which the Board would find helpful in utilizing to make Master Planning and Capital Improvement Plan decisions, JDS-Hydro believes additional data is needed and additional work to improve upon the existing draft report is warranted. Reasoning for a contract extension as follows:

- JDS-Hydro has effected to compile information, analyze and present results with data available to it. New information and data collected will require updating analyses and the report presentation.
- Work schedule has been extended approximately 1-year from initially anticipated deliverable schedule for reasons outside the control of JDS-Hydro.
- Incorporating the new information into a revised report would essentially be “redoing” many areas of the report. Doubling efforts to revisit information that was not available before should be considered work above and beyond the original contract.

A summary of tasks is provided below which would assist in improving the current draft and optimizing the finished product for presentation in June. **Note:** that if the board prefers to have the report go even deeper as far as proposed recommendations, supply vs. demand evaluations, or alternative evaluations there may be the need to conduct additional research into any additional available information. The proposed amendment is assuming the receipt of additional demand data (three years of monthly data) and additional water treatment plant supply and inflow data.

- A. Review comments as supplied by the board following the May 10, 2021 submittal. It is anticipated that receipt of these comments would occur by May 14, 2021. But it is acknowledged that the receipt of these comments may occur as late as May 21, 2021.
- B. Review of additional demand, supply, spill, and inflow data as available. Conduct additional finished water supply vs. demand analysis and raw water supply vs. demand analysis.
- C. More effectively summarize findings and recommendations, which were completed in a rushed manor based on the dates pertinent information was received and the draft report deadline JDS-Hydro worked towards initially.
- D. Prepare zoom presentation (Power Point Format for Zoom presentation) and present summary of final report and hydraulic model.
- E. **Deliverable B:** Final Water Infrastructure Analysis Report. Power Point Presentation via Zoom to Paonia Board.

**Target Deliverable Dates and Proposed Fees:**

- Task 1**      **Deliverable A:** Technical Memorandum for Tap Moratorium  
**Date:** August 31, 2021 (pending receipt of water production and demand data)  
**Proposed Fee:** \$ 4,980
- Task 2**      **Deliverable B:** Revised Water Infrastructure Analysis Report. Power Point Presentation via Zoom.  
**Date:** August 31, 2021, following receipt of 2-3 months of supply data.  
**Proposed Fee:** \$4,000 + the remaining \$ 769.49 from the previous budget

Exclusions:

1. Financial Planning
2. Statement of Limitations of Report Based on Available Data

**JDS-HYDRO CONSULTANTS, INC.**

**AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT, entered into at Colorado Springs on the 13<sup>th</sup> day of May, 2021, by and between Town of Paonia hereinafter called "Client" and JDS-HYDRO CONSULTANTS, INC., a Colorado Corporation, hereinafter called "Engineer", is as follows:

The Client engages Engineer to perform professional services for a project known as:

Professional Services for Water Infrastructure Analysis – Amendment to Contract

hereinafter called the "Project". The Client and Engineer for mutual consideration hereinafter set forth, agree as follows:

- A. Engineer agrees to provide and perform certain professional engineering services for Client upon the Project as follows:  
See Attached Scope of Services
- B. Client's responsibility shall be as follows:  
See Attached Scope of Services
- C. Client agrees to pay Engineer as compensation for his services as follows:  
See Attached Scope of Services
- D. The standard provisions set forth upon the reverse side are incorporated hereinto and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and on the reverse side of hereof, the day and year first above written.

**JDS-Hydro Consultants, Inc.**

**Town of Paonia**

(Engineer)

(Client)

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: JDS-Hydro Consultants, Inc.

BY: \_\_\_\_\_

TITLE: Vice President

TITLE: \_\_\_\_\_

## GENERAL PROVISIONS

**The Client and Engineer agree that the following provisions shall be a part of their agreement.**

1. Neither the Client nor Engineer shall assign his interest in this agreement without the written consent of the other.
2. All agreements on Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of, delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late or slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.
4. The Engineer is not responsible, and liability is waived by Client as against Engineer, for use by Client or any other person of any plans or drawings not signed by Engineer. The Engineer shall not be responsible for use of Engineer's plans and/or specifications by any third person or party, without the prior, express written consent of the Engineer.
5. All tracings, survey notes, computer records, including electronic files and other original documents as instruments of service are and shall remain the property of the Engineer, except where by law or precedent these documents become public property.
6. Our liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability insurance coverage, which we maintain in limits in excess of \$500,000. For any damages on account of any error, omission or other professional negligence our liability will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater.
7. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.
8. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
9. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. In the event all or any portion of the work prepared or partially prepared by the Engineer be suspended, abandoned, or terminated, the Client shall pay the Engineer for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
11. Any Opinion of the Construction Cost prepared by the Engineer represents his judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such Opinions as compared to contractor bids or actual cost to the Client.
12. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability proximately arising from the sole negligence of the Engineer. In the performance of its professional services, Engineer will use that degree or care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities.
13. In the event Client fails to pay Engineer promptly or within sixty (60) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of the Engineer under this agreement terminated. In such event, Client shall then promptly pay the Engineer for all of the fees, charges and services performed by Engineer on an agreed hourly basis.
14. Should litigation be necessary to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
15. If Notice to Proceed from the Client does not commence within sixty (60) days from the date listed on the front of this contract, this contract may be considered null and void by either party, if so desired, and be subject to renegotiation prior to the Engineer commencing work on the project.
16. There are no understandings or agreements except as herein expressly stated.
17. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
18. The Client and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and Clients retained for the project and to require all independent contractors and Clients also to include a similar mediation provision in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

AGENDA SUMMARY FORM



Grand Avenue Street Projects - Approval of SGM Engineering Fee Estimate

Summary:

Estimate for the updating of the engineering for Grand Avenue intersection repairs and management of project.

Notes:

The budget for street repairs is approximately \$300,000.  
 The cost for SGM, the firm who engineered the 3<sup>rd</sup> street reconstruction, to manage the project totals \$10,492.

Staff recommends approval of the estimate as presented.

Possible Motions:

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

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

**SGM, INC. - ENGINEERING FEE ESTIMATE**

May 26, 2021

Client: Town of Paonia

Project: 3rd Street Improvements

SGM #

Project Manager: Brandyn J Bair, P.E.

<b>Task #</b>	<b>TASK DESCRIPTION</b>	<b>TOTAL FEES</b>
<b>1</b>	<b>Design Phase</b>	
	Finalize Bid Documents	
	Final Construction Plans	\$3,048
	Final Project Manual	\$1,524
	Final Opinion of Probable Cost	\$508
	Final QA/QC	\$598
	<b>Task Subtotals</b>	<b>\$5,678</b>
<b>2</b>	<b>Bidding Phase</b>	
	Prepare Bid Documents for Distribution / Bid Advertisement	\$254
	Attend Pre-Bid Meeting	\$1,450
	Answer Contractor Questions and Issue Addenda	\$1,196
	Attend Bid Opening	\$688
	Evaluate Bids and Provide Contractor Recommendation	\$426
	<b>Task Subtotals</b>	<b>\$4,014</b>
<b>REIMBURSIBLES</b>		
	Reproduction	\$500
	Mileage	\$300
	<b>TOTAL REIMBURSIBLES</b>	<b>\$800</b>
	<b>TOTAL ESTIMATED FEE</b>	<b>\$10,492</b>

AGENDA SUMMARY FORM



Ordinance 2021-TBD Amended Tree Board Ordinance

Summary:

Proposed updates to the Tree Board Ordinance as provided by Trustee Meck – Board representative on the tree board.

Notes:

Possible Motions:

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

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

June 4, 2021

Suggested changes (\*\*) are in bold/italics

ORDINANCE NO. 2021-TBD

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, AMENDING CHAPTER 2 ARTICLE 7, SECTION 10 TO THE TOWN OF PAONIA MUNICIPAL CODE

RECITALS:

WHEREAS, the Town of Paonia (the “Town”), in the County of Delta and State of Colorado, is a municipal corporation duly organized and existing under the laws of the State of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-702 the Town has the power to regulate the planting of ornamental and shade trees and the use of the same on public property; and

\*\* WHEREAS, under Chapter 2, Article 3 7 the Town has established a Tree Board for the regulation and protection of trees on municipal property *and within the Town rights-of-way*; and

WHEREAS, the Board of Trustees determines that it is in the best interest of the community and the public health, safety and welfare of the citizens of the Town to amend the Town Code regarding the operation of the Town Tree Board.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, AS FOLLOWS:

**Section 1. Legislative Findings.**

The recitals to this Ordinance are adopted as findings of the Board of Trustees in support of the enactment of this Ordinance.

**Section 2. Amendment of Town Code.**

(A) Chapter 2, Article 3 7 shall be repealed and replaced with the following:

\*\* **Sec. 2-7-10.** It is the purpose of the Town to promote and protect the public health, safety, and general welfare by providing for the regulation of planting, maintenance and removal of trees *on Town-owned property and within town rights-of-way* ~~within the limits of the Town.~~ There is hereby created a Tree Board which shall be advisory in character and will represent the Paonia community in providing guidance and input to the **Town Administrator**, **Town Board of Trustees**, and town staff on trees. *(Since the amendment designates the Tree Board as “advisory” in nature, members are comfortable with advising on all woody vegetation on town*

*land and within public rights of way. Therefore, the Tree Board recommends adding “as defined under Article 5, Section 2-7-30” at the end of the paragraph.)*

**Sec. 2-7-20. - Membership; terms.** The Tree Board shall consist of a minimum of two (2) and a maximum of six (6) volunteer community members, who need not reside within the limits of the Town and one (1) member of the Board of Trustees. Members shall serve without compensation. There will be a chair and secretary of the Tree Board, as chosen by majority vote of its members. All Tree Board members shall be appointed by the Board of Trustees. The terms of office for the Tree Board shall be two (2) years renewable by the Board of Trustees; and the member of the Board of Trustees consistent with his/her term of office.

**\*\* Sec. 2-7-30. – Duties.**

(a) It shall be the responsibility of the Tree Board to advise the ~~Board of Trustees~~ Town *Administrator* about the selection, planting and care of trees in the town of Paonia referring when applicable to the most recent guidelines document or master plan. *(Per 7-5-20, Authority and Applicability: ‘All decisions regarding tree planting, care, maintenance and removal within the Town limits shall be made by the Town Administrator, with advice from the Tree Board.’ Does the Tree Board report to trustees? Or to the Administrator? This needs to be clarified.)*

(b) The Tree Board shall support and promote healthy horticultural practices for our climate through public education by celebrating Arbor Day every year, by maintaining a website, and through other community events.

(c) The Tree Board shall prepare, in a timely fashion, the Tree City USA application and information required to maintain the Town of Paonia's status as a Tree City USA community, as approved by the National Arbor Day Foundation,

(d) The Tree Board, when requested by the Town Administrator, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work and expertise.

**Section 3. Severability.**

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.

**Section 4. Repeal of Prior Ordinances.**

All other ordinances or parts of ordinances in conflict herewith are hereby

repealed. **Section 5. Ordinance Effect.**

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided, however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any

ordinance or ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

**Section 6. Effective Date.**

This Ordinance shall take effect thirty days after publication.

**INTRODUCED, READ AND REFERRED for a second reading before the Board of Trustees of the Town of Paonia, Colorado, on the 25<sup>th</sup> day of May 2021.**

**SECOND READ AND ADOPTED by the Board of Trustees of the Town of Paonia, Colorado, on the 8<sup>th</sup> day of June 2021.**

**TOWN OF PAONIA, COLORADO, A  
MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
MARY BACHRAN, Mayor

ATTEST:

\_\_\_\_\_  
CORINNE FERGUSON, Town Administrator/Clerk

AGENDA SUMMARY FORM



Open Meeting's Law Review

Summary:

Preliminary discussion and review of open meeting's law, specifically regarding subject information included for executive sessions.

Notes:

Possible Motions:

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

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

MEMORANDUM

To: Board of Trustees, Town of Paonia  
From: Bo James Nerlin, Esq.  
Re: Open Meetings Laws  
Date: 6/4/2021  
CC: Ms. Corinne Ferguson

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Colorado Open Meetings Law In Brief

The Board of Trustees for the Town of Paonia is a local public body, with its regular and special meetings subject to Colorado Open Meetings Law. Whenever there are three or more members of the Board of Trustees present, and public business is discussed, or formal action may be taken, the gathering is a meeting and open to the public. Regular meetings of the Board of Trustees are the second and fourth Tuesday of the month. Special meetings of the Board of Trustees may be called with at least forty-eight (48) hours advanced notice of the meeting.

A governing body, or local public body like the Board of Trustees for the Town may call an executive, or closed-door session for the following limited purposes:

- To discuss the lease, purchase, transfer or sale of real or personal property (C.R.S. 24-6-402(4)(a))
- For the purpose of determining positions relative to matters that may be subject to negotiations (C.R.S. 24-6-402(4)(e))
- Conference with the Town's Attorney for the purpose of receiving legal advice (C.R.S. 24-6-402(4)(b))
- Discussion of confidential matters under state or federal law (C.R.S. 24-6-402(4)(c))
- The discussion of security arrangements or investigations (C.R.S. 24-6-402(4)(d))
- Limited discussion of personnel matters (dependent on if the employee(s) request the discussion in executive session (C.R.S. 24-6-402(4)(f)) and
- Consideration of documents protected under the Colorado Open Records Act (C.R.S. 24-6-402(4)(g)).

With respect to attorney conferences, the mere presence of an attorney does not justify an executive session.

A governing body may only call an executive session at a regular or special meeting. Going into the executive session, the governing body must first announce the topic of discussion, including the specific citation to the Open Meetings Law that authorizes the consideration of the announced topic in executive session, as well as "identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the

executive session is authorized.”<sup>1</sup> To go into the executive session, two thirds of a quorum present must vote affirmatively before the governing body can close the meeting to the public. Lastly, no formal action may be taken in an executive session.<sup>2</sup>

#### April 27 Board of Trustees - Executive Session

With respect to the Executive Session held on April 27, 2021, the following reason was listed on the agenda, and was used as the motion for going into the executive session:

“Executive Session pursuant to C.R.S. 24-6-402(4)(b) for the purpose of receiving legal advice pursuant to a citizen complaint filed by Ms. Suzanne Watson against a Member of the Board of Trustees, Dave Knutson.”

The agenda item and the motion to go into executive session contain both the citation for going into executive session, 24-6-402(4)(b) for the purpose of receiving legal advice; and identifies the matter to be discussed: legal advice pursuant to a citizens’ complaint filed by Ms. Suzanne Watson against a Member of the Board of Trustees, Dave Knutson. According to the meeting minutes that have been approved, the following trustees voted in favor of going into executive session:

- Trustee Bear, Trustee Budinger, Trustee Johnson, Trustee Meek and Trustee Pattison. Trustee Knutson abstained from voting on the matter.

On its face, the Executive Session appears to be proper, meeting both the noticing requirements and the 2/3 voting requirements of CRS 24-6-402(4). Note that the executive session was for legal advice, and not to discuss a personnel matter under CRS 24-6-402(4)(f).

After the April 27, 2021, executive session was concluded, and the Board returned to the open meeting, and each Trustee was given an opportunity to raise any objection that they may have had regarding the executive session. There was not an objection raised on the record.

With respect the discussion that occurred during the executive session, it is my position that the discussion in the executive session constituted a privileged attorney client communication, and the discussion remained within the scope of the stated purpose of the executive session. Absent a waiver from the Board, I cannot disclose in detail the advice given.

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<sup>1</sup> C.R.S. 24-6-402(4)

<sup>2</sup> C.R.S. 24-6-402(4)

# ***Colorado Open Meetings Law: Let the Sunshine In***



*Wynetta Massey  
Colorado Springs City Attorney*

# LEGISLATIVE DECLARATION

“It is declared to be a matter of statewide concern and the policy of this state that the formation of public policy is public business and may not be conducted in secret.”

C.R.S. § 6-4-401

# POLICY

“All meetings of a quorum, or three or more members of a local public body, whichever is fewer, at which any public business is discussed or at which any formal action may taken are declared to be public meetings open to the public at all times.” C.R.S. § 24-6-402(2)(b).

# DEFINITIONS

- Local public body (“LPB”) includes “any board, commission, taskforce, authority or other advisory, policy-making, rule-making, or formally constituted body of any political subdivision of the state . . . to which a political subdivision, or an official thereof, has delegated a governmental decision-making function but does not include persons on the administrative staff of the local public body.” C.R.S. § 24-6-402(1)(a).
- A meeting is “any kind of gathering, convened to discuss public business, in person, by telephone, or by other means of communication.” C.R.S. § 24-6-402(1)(b).

# OML COMPLIANCE

- “Full and timely notice to the public” is required for any meeting “at which the adoption of any proposed policy, position, resolution, rule, regulation or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance . . . .”
- Notice shall be “posted in a designated public place no less than 24 hours prior to the holding of the meeting.”
- Notice shall include “specific agenda information where possible.”

# MEETINGS

Public meetings **DO** include:

- A meeting of a quorum or 3+ members of the LPB, whichever is fewer, at which any public business is discussed or at which any formal action may be taken . . . .”

Public meetings **DO NOT** include:

- A *chance meeting* of a quorum or 3+ members of the LPB or a *social gathering* of a quorum or three or more members, provided that public business is not the central purpose.
- A meeting or gathering of 2 or fewer members of the LPB and 2 or fewer members of different LPBs.

# MEETINGS

## Public meetings MAY include ELECTRONIC COMMUNICATIONS!

- When using e-mail, be aware that “reply all” or communications strings involving 3 or more members may create an electronic meeting.
- An e-mail between you and a staff member of the City will not run this risk, especially if not copied to other members of the local public body.
- E-mailed communication between all of the LPB members, regardless of whether staff is copied, is at risk of being a public meeting.

# MEETINGS

**Public meetings DEFINITELY include ONLINE, ELECTRONIC, OR TELEPHONIC MEETINGS**

- Be clear on how the public can participate.
- Be prepared for:
  - Technical Difficulties
  - User Error
  - An Unclear Record
  - Procedural Issues

# EXECUTIVE SESSION

- Certain matters may be discussed by the local public body in executive session.
- No “adoption of any proposed policy, position, resolution, rule, regulation, or formal action shall occur at any executive session which is not open to the public.”
- Public notice of the meeting should include notice of the proposed executive session.
- Prior to the beginning of the closed executive session, the general topic should be announced.
- The body must vote to go into executive session.

# EXECUTIVE SESSION

- Discussions in executive session must be electronically recorded.
- Recording must reflect authority under which the LPB met in executive session.
- Recording may be stopped for portion of the discussion involving privileged attorney-client communications.
- No part of the executive session recording shall be open for public inspection, except with consent of the LPB or in a legal challenge to OML compliance.

# GETTING INTO EXECUTIVE SESSION

- C.R.S. § 24-6-402(4): Requires announcement of the topic for discussion in the executive session, including specific citation to the provision of the Act authorizing the executive session and identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for the executive session.
- C.R.S. § 24-6-402(4): Affirmative vote of two-thirds of the quorum present, only at a regular or special meeting.

# CONSEQUENCES

- Failure to comply with the OML may render the action invalid.
- Any person denied or threatened with denial of the rights/interests conferred on the public by the OML has standing to challenge the violation.
- Court may issue injunctions to enforce the purposes of the OML.
- If a court finds a violation of the OML, the court **shall** award costs and reasonable attorney fees to the prevailing citizen bringing the challenge.
- If a court does not find a violation, and that the citizen's allegations were frivolous, vexatious, or groundless, the court **shall** award costs and reasonable attorney fees to the prevailing party.

# REMEMBER

- LPBs are required to comply with the Open Meetings Law.
- Notice of the possibility of an executive session should be part of the posted notice for the meeting.
- Have a procedure in place to ensure compliance with the announcement of the purpose of the executive session.
- If you have questions, contact your assigned City staff or the City Attorney.

AGENDA SUMMARY FORM

	Employee Health Insurance Annual Renewal		
Summary: Annual Employee Health Insurance Renewal.			
Notes:  Please see Finance Report for details on options investigated.  Staff recommends approval of the two United Healthcare options presented – of which each employee can determine which plan best suits their need. Effective July 1, 2021, increase is 1.9 to 6.9%. Effective August 1, 2021, increase is 2.2 to 7.1%.			
Possible Motions:  Motion by: _____ 2 <sup>nd</sup> : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

June 4, 2021

Town of Paonia

Town of Paonia	<u>Rocky Mtn</u> <u>Rocky Mountain Range Exclusive HMO</u> <u>Silver \$2800/60%/\$45 RX Copay Plan</u>  <u>Silver / HMO</u> <u>* 8/1/2020 *</u>	<u>UnitedHealthcare</u> <u>Navigate Direct Silver 35/3500/80%</u> <u>(CBWX 836)</u>  <u>Silver / HMO</u> <u>07/01/2021</u>	<u>UnitedHealthcare</u> <u>Navigate Direct Silver 35/2600/80%</u> <u>(CBWV E50)</u>  <u>Silver / HMO</u> <u>07/01/2021</u>
<b>DEDUCTIBLE</b>			
Individual	HMO: \$2,800	HMO: \$3,500	HMO: \$2,600
Family	HMO: \$5,600 (embedded)	HMO: \$7,000 (embedded)	HMO: \$5,200 (embedded)
<b>OUT-OF-POCKET MAX</b>			
Individual	HMO: \$8,150 (includes ded)	HMO: \$7,900 (includes ded)	HMO: \$8,500 (includes ded)
Family	HMO: \$16,300 (embedded; includes ded)	HMO: \$15,800 (embedded; includes ded)	HMO: \$17,000 (embedded; includes ded)
<b>PHYSICIAN SERVICES</b>			
Office Visits	HMO: \$45/\$65 (ded waived)	HMO: \$35/\$70 (ded waived)	HMO: \$35/\$70 (ded waived)
Telemedicine	HMO: Medical: 0% (ded waived)	HMO: Virtual Visits: 0% (ded waived)	HMO: Virtual Visits: 0% (ded waived)
Preventive Care	HMO: 0% (ded waived)	HMO: 0% (ded waived)	HMO: 0% (ded waived)
Diagnostic Lab/X-Ray	HMO: \$45 (ded waived)/ 40% after ded	HMO: Freestanding: 20% after ded; OPHospital: \$250 + 20% after ded	HMO: Freestanding: 20% after ded; OPHospital: \$250 + 20% after ded
Imaging (CT/PET scans, MRIs)	HMO: 40% after ded	HMO: Freestanding: 20% after ded; OPHospital: \$500 + 20% after ded	HMO: Freestanding: 20% after ded; OPHospital: \$500 + 20% after ded
<b>PRESCRIPTION DRUGS</b>			
Rx	HMO: \$20/\$50/\$80/\$300 (ded waived all tiers)	HMO: \$15/\$50/\$135/\$350 (Rx: 836; Essential PDL)	HMO: \$15/\$55/\$100/\$400 (Rx: E50; Advantage PDL)
<b>HOSPITAL FACILITY SERVICES</b>			
Inpatient Hospital Services	HMO: \$1,000 per stay, then 40% after ded	HMO: \$500 + 20% after ded	HMO: \$500 + 20% after ded
Outpatient Surgery in a Hospital	HMO: 40% after ded	HMO: \$500 + 20% after ded	HMO: \$500 + 20% after ded

Town of Paonia

Town of Paonia			Rocky Mtn Rocky Mountain Range Exclusive HMO Silver \$2800/60%/\$45 RX Copay Plan Silver / HMO * 8/1/2020 *				UnitedHealthcare Navigate Direct Silver 35/3500/80% (CBWX 836) Silver / HMO * 07/01/2021				UnitedHealthcare Navigate Direct Silver 35/2600/80% (CBVV E50) Silver / HMO * 07/01/2021			
<b>EMERGENCY SERVICES</b>														
Emergency Room	HMO: \$500, then 40% after ded		HMO: \$500 + 20% after ded				HMO: \$500 + 20% after ded							
Urgent Care	HMO: \$60 (ded waived)		HMO: \$35 (ded waived)				HMO: \$35 (ded waived)							
<b>PEDIATRIC SERVICES (UP TO AGE 19)</b>														
Eye Exam	HMO: 0% (ded waived)		HMO: \$10 (ded waived; limited to once every 12 months)				HMO: \$10 (ded waived; limited to once every 12 months)							
Glasses	HMO: 40% after ded		HMO: Copay varies by service				HMO: Copay varies by service							
Dental Check-up	HMO: 0% (ded waived)		HMO: See Detail				HMO: See Detail							
<b>Monthly Rate (12 pay periods)</b>			<b>CURRENT 2020 PLAN AND RATES</b>											
Name	Age	Dep	Area	Emp	Dep	Total	Area	Emp	Dep	Total	Area	Emp	Dep	Total
Cindy Jones	54	EE	CO09	\$870.71	\$0.00	\$870.71	CO09	\$910.15	\$0.00	\$910.15	CO09	\$954.09	\$0.00	\$954.09
Neil Ferguson	42	FA	CO09	\$555.72	\$1,318.88	\$1,874.60	CO09	\$564.85	\$1,330.91	\$1,895.76	CO09	\$592.12	\$1,395.16	\$1,987.28
Dominic Beardslee	25	EE	CO09	\$426.82	\$0.00	\$426.82	CO09	\$428.01	\$0.00	\$428.01	CO09	\$448.67	\$0.00	\$448.67
Patrick Hinyard	39	EE	CO09	\$531.82	\$0.00	\$531.82	CO09	\$537.99	\$0.00	\$537.99	CO09	\$563.96	\$0.00	\$563.96
Travis Loberg	38	FA	CO09	\$528.40	\$1,191.69	\$1,720.09	CO09	\$531.17	\$1,197.05	\$1,728.22	CO09	\$556.81	\$1,254.83	\$1,811.64
Dennis Reich	53	EE	CO09	\$833.15	\$0.00	\$833.15	CO09	\$869.65	\$0.00	\$869.65	CO09	\$911.64	\$0.00	\$911.64
Jordan Redden	30	EE	CO09	\$477.61	\$0.00	\$477.61	CO09	\$483.85	\$0.00	\$483.85	CO09	\$507.21	\$0.00	\$507.21
JoAnn Katzer	50	EE	CO09	\$728.15	\$0.00	\$728.15	CO09	\$761.37	\$0.00	\$761.37	CO09	\$798.13	\$0.00	\$798.13
Roger Edwards	52	EE	CO09	\$796.02	\$0.00	\$796.02	CO09	\$832.14	\$0.00	\$832.14	CO09	\$872.31	\$0.00	\$872.31
Brian Berger	37	FA	CO09	\$524.99	\$848.09	\$1,373.08	CO09	\$527.76	\$850.47	\$1,378.23	CO09	\$553.24	\$891.52	\$1,444.76
Amanda Mojarro Lopez	34	ES	CO09	\$511.33	\$538.65	\$1,049.98	CO09	\$517.53	\$544.81	\$1,062.34	CO09	\$542.51	\$571.11	\$1,113.62
Jonathon McCallister	28	EC	CO09	\$447.31	\$326.52	\$773.83	CO09	\$463.39	\$326.12	\$789.51	CO09	\$485.76	\$341.86	\$827.62
		<b>Totals:</b>		<b>\$7,232.03</b>	<b>\$4,223.83</b>	<b>\$11,455.86</b>		<b>\$7,427.86</b>	<b>\$4,249.36</b>	<b>\$11,677.22</b>		<b>\$7,786.45</b>	<b>\$4,454.48</b>	<b>\$12,240.93</b>
		<b>% Difference:</b>				<b>\$0.00</b>				<b>1.9%</b>				<b>6.9%</b>
		<b>\$ Difference:</b>				<b>\$0.00</b>				<b>\$221.36</b>				<b>\$785.07</b>

Town of Paonia

Town of Paonia	<u>Rocky Mtn</u> <u>Rocky Mountain Range Exclusive HMO</u> <u>Silver \$2800/60%/\$45 RX Copay Plan</u>  <u>Silver / HMO</u> <u>* 8/1/2020 *</u>	<u>UnitedHealthcare</u> <u>Navigate Direct Silver 35/3500/80%</u> <u>(CBWX 836)</u>  <u>Silver / HMO</u> <u>✦ 08/01/2021</u>	<u>UnitedHealthcare</u> <u>Navigate Direct Silver 35/2600/80%</u> <u>(CBVW E50)</u>  <u>Silver / HMO</u> <u>✦ 08/01/2021</u>
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Diagnostic Lab/X-Ray	HMO: \$45 (ded waived)/ 40% after ded	HMO: Freestanding: 20% after ded; OPHospital: \$250 + 20% after ded	HMO: Freestanding: 20% after ded; OPHospital: \$250 + 20% after ded
Imaging (CT/PET scans, MRIs)	HMO: 40% after ded	HMO: Freestanding: 20% after ded; OPHospital: \$500 + 20% after ded	HMO: Freestanding: 20% after ded; OPHospital: \$500 + 20% after ded
<b>PRESCRIPTION DRUGS</b>			
Rx	HMO: \$20/\$50/\$80/\$300 (ded waived all tiers)	HMO: \$15/\$50/\$135/\$350 (Rx: 836; Essential PDL)	HMO: \$15/\$55/\$100/\$400 (Rx: E50; Advantage PDL)
<b>HOSPITAL FACILITY SERVICES</b>			
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Outpatient Surgery in a Hospital	HMO: 40% after ded	HMO: \$500 + 20% after ded	HMO: \$500 + 20% after ded

Town of Paonia

Town of Paonia			Rocky Mtn				UnitedHealthcare				UnitedHealthcare			
			Rocky Mountain Range Exclusive HMO Silver \$2800/60%/\$45 RX Copay Plan				Navigate Direct Silver 35/3500/80% (CBWX 836)				Navigate Direct Silver 35/2600/80% (CBVV E50)			
			Silver / HMO * 8/1/2020 *				Silver / HMO * 08/01/2021				Silver / HMO * 08/01/2021			
<b>EMERGENCY SERVICES</b>														
Emergency Room			HMO: \$500, then 40% after ded				HMO: \$500 + 20% after ded				HMO: \$500 + 20% after ded			
Urgent Care			HMO: \$60 (ded waived)				HMO: \$35 (ded waived)				HMO: \$35 (ded waived)			
<b>PEDIATRIC SERVICES (UP TO AGE 19)</b>														
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Glasses			HMO: 40% after ded				HMO: Copay varies by service				HMO: Copay varies by service			
Dental Check-up			HMO: 0% (ded waived)				HMO: See Detail				HMO: See Detail			
<b>Monthly Rate (12 pay periods)</b>			<b>CURRENT 2020 PLAN AND RATES</b>											
Name	Age	Dep	Area	Emp	Dep	Total	Area	Emp	Dep	Total	Area	Emp	Dep	Total
Cindy Jones	54	EE	CO09	\$870.71	\$0.00	\$870.71	CO09	\$910.15	\$0.00	\$910.15	CO09	\$954.09	\$0.00	\$954.09
Neil Ferguson	42	FA	CO09	\$555.72	\$1,318.88	\$1,874.60	CO09	\$564.85	\$1,330.91	\$1,895.76	CO09	\$592.12	\$1,395.16	\$1,987.28
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Patrick Hinyard	39	EE	CO09	\$531.82	\$0.00	\$531.82	CO09	\$537.99	\$0.00	\$537.99	CO09	\$563.96	\$0.00	\$563.96
Travis Loberg	38	FA	CO09	\$528.40	\$1,191.69	\$1,720.09	CO09	\$531.17	\$1,197.05	\$1,728.22	CO09	\$556.81	\$1,254.83	\$1,811.64
Dennis Reich	53	EE	CO09	\$833.15	\$0.00	\$833.15	CO09	\$869.65	\$0.00	\$869.65	CO09	\$911.64	\$0.00	\$911.64
Jordan Redden	30	EE	CO09	\$477.61	\$0.00	\$477.61	CO09	\$483.85	\$0.00	\$483.85	CO09	\$507.21	\$0.00	\$507.21
JoAnn Katzer	50	EE	CO09	\$728.15	\$0.00	\$728.15	CO09	\$761.37	\$0.00	\$761.37	CO09	\$798.13	\$0.00	\$798.13
Roger Edwards	52	EE	CO09	\$796.02	\$0.00	\$796.02	CO09	\$832.14	\$0.00	\$832.14	CO09	\$872.31	\$0.00	\$872.31
Brian Berger	37	FA	CO09	\$524.99	\$848.09	\$1,373.08	CO09	\$527.76	\$879.46	\$1,407.22	CO09	\$553.24	\$921.91	\$1,475.15
Amanda Mojarro Lopez	34	ES	CO09	\$511.33	\$538.65	\$1,049.98	CO09	\$517.53	\$544.81	\$1,062.34	CO09	\$542.51	\$571.11	\$1,113.62
Jonathon McCallister	28	EC	CO09	\$447.31	\$326.52	\$773.83	CO09	\$463.39	\$326.12	\$789.51	CO09	\$485.76	\$341.86	\$827.62
<b>Totals:</b>				<b>\$7,232.03</b>	<b>\$4,223.83</b>	<b>\$11,455.86</b>		<b>\$7,427.86</b>	<b>\$4,278.35</b>	<b>\$11,706.21</b>		<b>\$7,786.45</b>	<b>\$4,484.87</b>	<b>\$12,271.32</b>
% Difference:							2.2%				7.1%			
\$ Difference:			\$0.00				\$250.35				\$815.46			



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit [www.welcometouhc.com](http://www.welcometouhc.com) or by calling 1-855-828-7715. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary](http://www.healthcare.gov/sbc-glossary) or call 1-866-487-2365 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: \$3,500 Individual / \$7,000 Family Per calendar year.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care and categories with a copay are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="http://www.healthcare.gov/coverage/preventive-care-benefits/">www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Network: \$7,900 Individual / \$15,800 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See <a href="http://www.welcometouhc.com">www.welcometouhc.com</a> or call 1-855-828-7715 for a list of network providers.	This plan uses a provider Network. You will pay less if you use a provider in the plan's Network. You will pay the most if you use an out-of-Network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your Network provider might use an out-of-Network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

What You Will Pay					
Common Medical Event	Services You May Need	Network Provider with referral (You will pay the least)	Network Provider without referral	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$35 copay per visit, deductible does not apply	Not Covered	Not Covered	If you receive services in addition to office visit, additional copays, deductibles, or coinsurance may apply e.g. surgery. Virtual visits (Telehealth) - No Charge by a Designated Virtual Network Provider. Primary Physician must be assigned. Network OB/GYNs - no referral required.
	Specialist visit	\$70 copay per visit, deductible does not apply	Not Covered	Not Covered	If you receive services in addition to office visit, additional copays, deductibles, or coinsurance may apply e.g. surgery. We only accept electronic referrals from the assigned Primary Care Physician.
	Preventive care/screening/immunization	No Charge	No Charge	Not Covered	Includes preventive health services specified in the health care reform law. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Free Standing: 20% coinsurance . Hospital: 20% coinsurance	Free Standing: 20% coinsurance . Hospital: 20% coinsurance	Not Covered	\$250 Hospital-Based per occurrence deductible applies prior to the overall deductible.
	Imaging (CT/PET scans, MRIs)	Free Standing: 20% coinsurance . Hospital: 20% coinsurance	Free Standing: 20% coinsurance . Hospital: 20% coinsurance	Not Covered	\$500 Hospital-Based per occurrence deductible applies prior to the overall deductible.

**What You Will Pay**

Common Medical Event	Services You May Need	Network Provider with Referral (You will pay the least)	Network Provider without Referral	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
<p><b>If you need drugs to treat your illness or condition</b></p> <p>More information about <b>prescription drug coverage</b> is available at <a href="http://www.welcometouhc.com">www.welcometouhc.com</a>.</p>	Tier 1 - Your Lowest-Cost Option	Deductible does not apply. Retail: <u>\$15 copay</u> Mail-Order: <u>\$37.50 copay</u>	Deductible does not apply. Retail: <u>\$15 copay</u> Mail-Order: <u>\$37.50 copay</u>	Not Covered	<p>Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply. Mail-Order*: Up to a 90 day supply or *Preferred 90 Day Retail Network Pharmacy. If you use an out-of-Network pharmacy (including a mail order pharmacy), you may be responsible for any amount over the <u>allowed amount</u>. <u>Copay</u> is per prescription order up to the day supply limit listed above.</p> <p>You may need to obtain certain drugs, including certain <u>specialty drugs</u>, from a pharmacy designated by us. Certain drugs may have a <u>preauthorization</u> requirement or may result in a higher cost. See the website listed for information on drugs covered by your <u>plan</u>. Not all drugs are covered. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Certain preventive medications and Tier 1 contraceptives are covered at No Charge.</p> <p>If a dispensed drug has a chemically equivalent drug, the cost difference between drugs in addition to any applicable <u>copay</u> and/or <u>coinsurance</u> may be applied.</p>
	Tier 2 - Your Midrange-Cost Option	Deductible does not apply. Retail: <u>\$50 copay</u> Mail-Order: <u>\$125 copay</u>	Deductible does not apply. Retail: <u>\$50 copay</u> Mail-Order: <u>\$125 copay</u>	Not Covered	
	Tier 3 - Your Midrange-Cost Option	Deductible does not apply. Retail: <u>\$135 copay</u> Mail-Order: <u>\$337.50 copay</u>	Deductible does not apply. Retail: <u>\$135 copay</u> Mail-Order: <u>\$337.50 copay</u>	Not Covered	
	Tier 4 - Additional High-Cost Options	Deductible does not apply. Retail: <u>\$350 copay</u> Mail-Order: <u>\$875 copay</u>	Deductible does not apply. Retail: <u>\$350 copay</u> Mail-Order: <u>\$875 copay</u>	Not Covered	
<p><b>If you have outpatient surgery</b></p>	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgery Center: 20% <u>coinsurance</u> Hospital: 20% <u>coinsurance</u>	Not Covered	Not Covered	<p>\$500 Hospital-Based per occurrence <u>deductible</u> applies prior to the overall <u>deductible</u>.</p>
	Physician/surgeon fees	20% <u>coinsurance</u>	Not Covered	Not Covered	None
<p><b>If you need immediate medical attention</b></p>	<p><u>Emergency room care</u></p>	<p>\$500 <u>copay</u> per visit before <u>deductible</u>. After <u>copay</u>, 20% <u>coinsurance</u>.</p>	<p>\$500 <u>copay</u> per visit before <u>deductible</u>. After <u>copay</u>, 20% <u>coinsurance</u>.</p>	<p>\$500 <u>copay</u> per visit before <u>deductible</u>. After <u>copay</u>, 20% <u>coinsurance</u>.</p>	None

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Network Provider with a referral (You will pay the least)	Network Provider without referral	Out-of-Network Provider (You will pay the most)	
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Urgent care</u>	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	If you receive services in addition to <u>urgent care</u> visit, additional <u>copays</u> , <u>deductibles</u> , or <u>coinsurance</u> may apply e.g. surgery.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	Not Covered	Not Covered	\$500 Inpatient Stay per occurrence <u>deductible</u> applies prior to the overall <u>deductible</u> .
	Physician/surgeon fees	20% <u>coinsurance</u>	Not Covered	Not Covered	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	Network <u>partial hospitalization</u> /intensive outpatient treatment: 20% <u>coinsurance</u>
	Inpatient services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Not Covered	None
If you are pregnant	Office visits	No Charge	No Charge	Not Covered	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>deductibles</u> , or <u>coinsurance</u> may apply.
	Childbirth/delivery professional services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery facility services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Not Covered	\$500 Inpatient Stay per occurrence <u>deductible</u> applies prior to the overall <u>deductible</u> .
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Not Covered	Limited to 364 visits per calendar year.
	<u>Rehabilitation services</u>	\$35 <u>copay</u> per outpatient visit, <u>deductible</u> does not apply	\$35 <u>copay</u> per outpatient visit, <u>deductible</u> does not apply	Not Covered	Limits per calendar year: Physical, Speech, Occupational: 20 visits each. Cardiac & Pulmonary Unlimited.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Network Provider with a referral (You will pay the least)	Network Provider without referral	Out-of-Network Provider (You will pay the most)	
	Habilitation services	\$35 copay per outpatient visit, deductible does not apply	\$35 copay per outpatient visit, deductible does not apply	Not Covered	Limits per calendar year: Physical, Speech, Occupational: 20 visits each. Cost share applies for outpatient services only.
	Skilled nursing care	20% coinsurance	20% coinsurance	Not Covered	Skilled nursing is limited to 100 days per calendar year.
	Durable medical equipment	20% coinsurance	20% coinsurance	Not Covered	None
	Hospice services	20% coinsurance	20% coinsurance	Not Covered	None
If your child needs dental or eye care	Children's eye exam	\$10 copay per visit, deductible does not apply	\$10 copay per visit, deductible does not apply	Not Covered	One exam every 12 months.
	Children's glasses	\$25 copay per frame, deductible does not apply	\$25 copay per frame, deductible does not apply	Not Covered	One pair every 12 months. Costs may increase depending on the frames selected. You may choose contact lenses instead of eyeglasses. The benefit does not cover both.
	Children's dental check-up	0% coinsurance	0% coinsurance	Not Covered	Cleanings covered 2 times per 12 months.

**Excluded Services & Other Covered Services:**

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)				
• Acupuncture	• Cosmetic Surgery	• Dental Care (Adult)	• Long-Term Care	• Non-emergency care when traveling outside the U.S.
• Routine Foot Care	• Weight Loss Programs			
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)				
• Bariatric Surgery	• Hearing Aids	• Infertility Treatment - artificial insemination only	• Private Duty Nursing - Inpatient only	• Routine eye care (Adult)-1 exam/12 months
• Spinal Manipulations-20 visits per calendar year				

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) for the U.S. Department of Labor, Employee Benefits Security Administration. You may also contact us at 1-855-828-7715. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: 1-855-828-7715 ; or the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or the Colorado Division of Insurance at 303-894-7490 or [www.dora.state.co.us/insurance](http://www.dora.state.co.us/insurance).

**Does this plan provide Minimum Essential Coverage? Yes.**

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

**Does this plan meet Minimum Value Standards? Yes.**

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-855-828-7715.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-855-828-7715.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-855-828-7715.

Navajo (Dine): Dinek'ehgo shika at' ohwol ninisingo, kwiiijigo holne' 1-855-828-7715.

*To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.*

**About these Coverage Examples:**



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$ 3,500
- **Specialist copayment** \$70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
<b>In this example, Peg would pay:</b>	
<i>Cost Sharing</i>	
Deductible	\$3,500
Copayments	\$10
Coinsurance	\$1,500
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$5,070</b>

**Managing Joe's Type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$ 3,500
- **Specialist copayment** \$70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
<b>In this example, Joe would pay:</b>	
<i>Cost Sharing</i>	
Deductible	\$200
Copayments	\$1,400
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Joe would pay is</b>	<b>\$1,600</b>

**Mia's Simple Fracture**

(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$ 3,500
- **Specialist copayment** \$70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
<b>In this example, Mia would pay:</b>	
<i>Cost Sharing</i>	
Deductible	\$2,200
Copayments	\$200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,400</b>

## Appendix A

### Colorado Supplement to the Summary of Benefits and Coverage Form

INSURANCE COMPANY NAME	UnitedHealthcare of Colorado, Inc.
NAME OF PLAN	Navigate CBWX /836
1. Type of Policy	Small Employer Group Policy
2. Type of Plan	Health maintenance organization (HMO)
3. Areas of Colorado where plan is available	Plan is available only in the following areas: Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Crowley, Denver, Douglas, El Paso, Jefferson, Larimer, Lincoln, Otero, Park, Pueblo, Teller, and Weld.

#### SUPPLEMENTAL INFORMATION REGARDING BENEFITS

**Important Note:** The contents of this form are subject to the provisions of the policy, which contains all terms, covenants and conditions of coverage. It provides additional information meant to supplement the Summary of Benefits of Coverage you have received for this plan. This plan may exclude coverage for certain treatments, diagnoses, or services not specifically noted. Consult the actual policy to determine the exact terms and conditions of coverage.

	Description
4. Annual Deductible Type	<p>INDIVIDUAL - The amount that each member of the family must meet prior to claims being paid. Claims will not be paid for any other individual until their individual deductible or the family deductible has been met.</p> <p>FAMILY - The maximum amount that the family will pay for the year. The family deductible can be met by 2 or more individuals.</p>
5. Out-of-Pocket Maximum	<p>INDIVIDUAL - The amount that each member of the family must meet prior to claims being paid at 100%. Claims will not be paid at 100% for any other individual until their individual out-of-pocket or the family out-of-pocket has been met.</p> <p>FAMILY - The maximum amount that the family will pay for the year. The family out-of-pocket can be met by 2 or more individuals.</p>
6. What is included in the In-Network Out-of-Pocket Maximum?	Copayments and Deductibles
7. Is pediatric dental covered by this plan? Maximum?	Yes, pediatric dental is subject to the medical deductible and out-of-pocket
8. What cancer screenings are covered?	Breast Cancer Screening - Cervical Cancer Screening - Colorectal Cancer Screening - Prostate Cancer Screening.

#### USING THE PLAN

9. If the provider charges more for a covered service than the plan normally pays, does the enrollee have to pay the difference?	No
10. Does the plan have a binding arbitration clause?	No

Questions: Call 1-800-516-3344 or visit us at [www.UnitedHealthcare.com](http://www.UnitedHealthcare.com).

If you are not satisfied with the resolution of your complaint or grievance, contact:

Colorado Division of Insurance  
Consumer Affairs Section  
1560 Broadway, Suite 850, Denver, CO 80202  
Call: 303-894-7490 (in-state, toll-free: 800-930-3745)  
Email: [insurance@dora.state.co.us](mailto:insurance@dora.state.co.us)

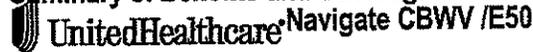
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Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	Network: \$2,600 Individual / \$5,200 Family Per calendar year.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> and categories with a <u>copay</u> are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="http://www.healthcare.gov/coverage/preventive-care-benefits/">www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	Network: \$8,500 Individual / \$17,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.welcometouhc.com">www.welcometouhc.com</a> or call 1-855-828-7715 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider Network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's Network</u> . You will pay the most if you use an <u>out-of-Network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>Network provider</u> might use an <u>out-of-Network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

**What You Will Pay**

Common Medical Event	Services You May Need	Network Provider with referral (You will pay the least)	Network Provider without referral	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$35 copay per visit, deductible does not apply	Not Covered	Not Covered	If you receive services in addition to office visit, additional copays, deductibles, or coinsurance may apply e.g. surgery. Virtual visits (Telehealth) - No Charge by a Designated Virtual Network Provider. Primary Physician must be assigned. Network OB/GYNs - no referral required.
	Specialist visit	\$70 copay per visit, deductible does not apply	Not Covered	Not Covered	If you receive services in addition to office visit, additional copays, deductibles, or coinsurance may apply e.g. surgery. We only accept electronic referrals from the assigned Primary Care Physician.
	Preventive care/screening/immunization	No Charge	No Charge	Not Covered	Includes preventive health services specified in the health care reform law. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Free Standing: 20% coinsurance . Hospital: 20% coinsurance	Free Standing: 20% coinsurance . Hospital: 20% coinsurance	Not Covered	\$250 Hospital-Based per occurrence deductible applies prior to the overall deductible.
	Imaging (CT/PET scans, MRIs)	Free Standing: 20% coinsurance . Hospital: 20% coinsurance	Free Standing: 20% coinsurance . Hospital: 20% coinsurance	Not Covered	\$500 Hospital-Based per occurrence deductible applies prior to the overall deductible.

**What You Will Pay**

Common Medical Event	Services You May Need	Network Provider with Referral (You will pay the least)	Network Provider without Referral	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
<p><b>If you need drugs to treat your illness or condition</b></p> <p>More information about <b>prescription drug coverage</b> is available at <a href="http://www.welcometouhc.com">www.welcometouhc.com</a>.</p>	Tier 1 - Your Lowest-Cost Option	Deductible does not apply. Retail: \$15 copay Mail-Order: \$37.50 copay	Deductible does not apply. Retail: \$15 copay Mail-Order: \$37.50 copay	Not Covered	<p>Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply. Mail-Order*: Up to a 90 day supply or *Preferred 90 Day Retail Network Pharmacy. If you use an out-of-Network pharmacy (including a mail order pharmacy), you may be responsible for any amount over the allowed amount. Copay is per prescription order up to the day supply limit listed above.</p> <p>You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a preauthorization requirement or may result in a higher cost. See the website listed for information on drugs covered by your plan. Not all drugs are covered. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Certain preventive medications and Tier 1 contraceptives are covered at No Charge.</p> <p>If a dispensed drug has a chemically equivalent drug, the cost difference between drugs in addition to any applicable copay and/or coinsurance may be applied.</p>
	Tier 2 - Your Midrange-Cost Option	Deductible does not apply. Retail: \$55 copay Mail-Order: \$137.50 copay	Deductible does not apply. Retail: \$55 copay Mail-Order: \$137.50 copay	Not Covered	
	Tier 3 - Your Midrange-Cost Option	Deductible does not apply. Retail: \$100 copay Mail-Order: \$250 copay	Deductible does not apply. Retail: \$100 copay Mail-Order: \$250 copay	Not Covered	
	Tier 4 - Additional High-Cost Options	Deductible does not apply. Retail: \$400 copay Mail-Order: \$1000 copay	Deductible does not apply. Retail: \$400 copay Mail-Order: \$1000 copay	Not Covered	
<p><b>If you have outpatient surgery</b></p>	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgery Center: 20% coinsurance Hospital: 20% coinsurance	Not Covered	Not Covered	<p>\$500 Hospital-Based per occurrence deductible applies prior to the overall deductible.</p>
	Physician/surgeon fees	20% coinsurance	Not Covered	Not Covered	
<p><b>If you need immediate medical attention</b></p>	Emergency room care	\$500 copay per visit before deductible. After copay, 20% coinsurance	\$500 copay per visit before deductible. After copay, 20% coinsurance	\$500 copay per visit before deductible. After copay, 20% coinsurance	None

**What You Will Pay**

Common Medical Event	Services You May Need	Network Provider with a referral (You will pay the least)	Network Provider without referral	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Urgent care</u>	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	If you receive services in addition to <u>urgent care</u> visit, additional copays, <u>deductibles</u> , or <u>coinsurance</u> may apply e.g. surgery.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	Not Covered	Not Covered	\$500 Inpatient Stay per occurrence <u>deductible</u> applies prior to the overall <u>deductible</u> .
	Physician/surgeon fees	20% <u>coinsurance</u>	Not Covered	Not Covered	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	<u>Network partial hospitalization</u> /intensive outpatient treatment: 20% <u>coinsurance</u>
	Inpatient services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Not Covered	None
If you are pregnant	Office visits	No Charge	No Charge	Not Covered	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>deductibles</u> , or <u>coinsurance</u> may apply.
	Childbirth/delivery professional services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery facility services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Not Covered	\$500 Inpatient Stay per occurrence <u>deductible</u> applies prior to the overall <u>deductible</u> .
If you need help recovering or have other special health needs	Home health care	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Not Covered	Limited to 364 visits per calendar year.
	<u>Rehabilitation services</u>	\$35 <u>copay</u> per outpatient visit, <u>deductible</u> does not apply	\$35 <u>copay</u> per outpatient visit, <u>deductible</u> does not apply	Not Covered	Limits per calendar year: Physical, Speech, Occupational: 20 visits each. Cardiac & Pulmonary Unlimited.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Network Provider with a referral (You will pay the least)	Network Provider without referral	Out-of-Network Provider (You will pay the most)	
	Habilitation services	\$35 copay per outpatient visit, deductible does not apply	\$35 copay per outpatient visit, deductible does not apply	Not Covered	Limits per calendar year: Physical, Speech, Occupational: 20 visits each. Cost share applies for outpatient services only.
	Skilled nursing care	20% coinsurance	20% coinsurance	Not Covered	Skilled nursing is limited to 100 days per calendar year.
	Durable medical equipment	20% coinsurance	20% coinsurance	Not Covered	None
	Hospice services	20% coinsurance	20% coinsurance	Not Covered	None
If your child needs dental or eye care	Children's eye exam	\$10 copay per visit, deductible does not apply	\$10 copay per visit, deductible does not apply	Not Covered	One exam every 12 months.
	Children's glasses	\$25 copay per frame, deductible does not apply	\$25 copay per frame, deductible does not apply	Not Covered	One pair every 12 months. Costs may increase depending on the frames selected. You may choose contact lenses instead of eyeglasses. The benefit does not cover both.
	Children's dental check-up	0% coinsurance	0% coinsurance	Not Covered	Cleanings covered 2 times per 12 months.

**Excluded Services & Other Covered Services:**

<b>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</b>				
• Acupuncture	• Cosmetic Surgery	• Dental Care (Adult)	• Long-Term Care	• Non-emergency care when traveling outside the U.S.
• Routine Foot Care	• Weight Loss Programs			
<b>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</b>				
• Bariatric Surgery	• Hearing Aids	• Infertility Treatment - artificial insemination only	• Private Duty Nursing - Inpatient only	• Routine eye care (Adult)-1 exam/12 months
• Spinal Manipulations-20 visits per calendar year				

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) for the U.S. Department of Labor, Employee Benefits Security Administration. You may also contact us at 1-855-828-7715. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: 1-855-828-7715; or the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or the Colorado Division of Insurance at 303-894-7490 or [www.dora.state.co.us/insurance](http://www.dora.state.co.us/insurance).

**Does this plan provide Minimum Essential Coverage? Yes.**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet Minimum Value Standards? Yes.**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-855-828-7715.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-855-828-7715.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-855-828-7715.

Navajo (Dine): Dinek'ehgo shika at' ohwol ninisingo, kwüjigo holne' 1-855-828-7715.

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

**About these Coverage Examples:**



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$ 2,600
- **Specialist copayment** \$70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	\$12,700
<b>In this example, Peg would pay:</b>	
<i>Cost Sharing</i>	
Deductible	\$2,600
Copayments	\$10
Coinsurance	\$1,600
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$4,270</b>

**Managing Joe's Type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$ 2,600
- **Specialist copayment** \$70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	\$5,600
<b>In this example, Joe would pay:</b>	
<i>Cost Sharing</i>	
Deductible	\$200
Copayments	\$1,400
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Joe would pay is</b>	<b>\$1,600</b>

**Mia's Simple Fracture**

(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$ 2,600
- **Specialist copayment** \$70
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	\$2,800
<b>In this example, Mia would pay:</b>	
<i>Cost Sharing</i>	
Deductible	\$2,200
Copayments	\$200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,400</b>

The plan would be responsible for the other costs of these EXAMPLE covered services

**Appendix A**  
**Colorado Supplement to the Summary of Benefits and Coverage Form**

<b>INSURANCE COMPANY NAME</b>	UnitedHealthcare of Colorado, Inc.
<b>NAME OF PLAN</b>	Navigate CBWV /E50
<b>1. Type of Policy</b>	Small Employer Group Policy
<b>2. Type of Plan</b>	Health maintenance organization (HMO)
<b>3. Areas of Colorado where plan is available</b>	Plan is available only in the following areas: Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Crowley, Denver, Douglas, El Paso, Jefferson, Larimer, Lincoln, Otero, Park, Pueblo, Teller, and Weld.

**SUPPLEMENTAL INFORMATION REGARDING BENEFITS**

**Important Note:** The contents of this form are subject to the provisions of the policy, which contains all terms, covenants and conditions of coverage. It provides additional information meant to supplement the Summary of Benefits of Coverage you have received for this plan. This plan may exclude coverage for certain treatments, diagnoses, or services not specifically noted. Consult the actual policy to determine the exact terms and conditions of coverage.

	Description
4. Annual Deductible Type	INDIVIDUAL - The amount that each member of the family must meet prior to claims being paid. Claims will not be paid for any other individual until their individual deductible or the family deductible has been met. FAMILY - The maximum amount that the family will pay for the year. The family deductible can be met by 2 or more individuals.
5. Out-of-Pocket Maximum	INDIVIDUAL - The amount that each member of the family must meet prior to claims being paid at 100%. Claims will not be paid at 100% for any other individual until their individual out-of-pocket or the family out-of-pocket has been met. FAMILY - The maximum amount that the family will pay for the year. The family out-of-pocket can be met by 2 or more individuals.
6. What is included in the In-Network Out-of-Pocket Maximum?	Copayments and Deductibles
7. Is pediatric dental covered by this plan? Maximum?	Yes, pediatric dental is subject to the medical deductible and out-of-pocket
8. What cancer screenings are covered?	Breast Cancer Screening - Cervical Cancer Screening - Colorectal Cancer Screening - Prostate Cancer Screening.

**USING THE PLAN**

9. If the provider charges more for a covered service than the plan normally pays, does the enrollee have to pay the difference?	No
10. Does the plan have a binding arbitration clause?	No

Questions: Call 1-800-516-3344 or visit us at [www.UnitedHealthcare.com](http://www.UnitedHealthcare.com).

If you are not satisfied with the resolution of your complaint or grievance, contact:

Colorado Division of Insurance  
Consumer Affairs Section  
1560 Broadway, Suite 850, Denver, CO 80202  
Call: 303-894-7490 (in-state, toll-free: 800-930-3745)  
Email: [insurance@dora.state.co.us](mailto:insurance@dora.state.co.us)

### **Language Access Services:**

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AGENDA SUMMARY FORM



Mayor's Report

Summary:

Notes:

Possible Motions:

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

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

## Mayor's Report

### Municipal Quarterly 5-25-21

- American Rescue Plan Discussion
  - Everyone agreed to take a small portion of their money and give it to One Delta County for advertising
  - There is money in the State's apportionment for trails infrastructure. Maybe we can leverage some of this money for Jumbo or the Nature Connection trails
  - We need to figure out a way to get public input on any projects as this is part of these funds. Using small 5 question surveys run through Facebook has been successful for Delta. However, need to include the amount of money set aside for the project in the survey
- Delta County School District
  - Went over the process for coming to the North Fork High School location decision
  - Fiscally responsible and best solution for kids
  - Transportation was one of the key areas that weighted the decision
  - Need to find a way to keep the Paonia high school kids engaged in Paonia
- County Land Use Code and IGA updates
  - Carl, new land use planner
  - Board of Adjustments set up to address administrative decision disputes
    - Can go to BOCC if isn't resolved at Board of Adjustments
  - IGA
    - Sphere of Influence (SOI) is the area most likely to be annexed into the Town
    - Urban Growth Area is the 3 mile limits
    - IGA will set out the process by which agencies take the lead in development and subdivision issues
    - Need to keep in mind that SOI needs to be able to provide the needed infrastructure for the project
    - Need to figure out building codes in SOI to comply with Town codes, who enforces
    - Encourage Planning Commission, and a couple of Board members and a couple of community members be part of the IGA development
    - Template will be provided to all Towns, we can then add our own addendums
  - Code Compliance Officer hired
    - Will deal with land use/junk/rubbish issues
  - Environmental Health Officer hired – Daniel
    - Will look at sewage and septic issues
- Emergency Operations Plan and municipalities
  - Need to provide a municipal Emergency Operations Plan and Emergency Finance Plan to county

- Again, have a base plan for Town to work from and add an annex for the community

### **Local Government Coordination Call 5-26-21**

- DOLA
  - Creating guidance for ARP
  - Coordinating w local governments on funds
  - Working on more local stimulus funds
  - Census figures – July figures are available if needed before August
  - 400-500 billion toward affordable housing and home ownership \$150 m
    - Gap financing
    - Remove barriers to building affordable housing
  - Special District funding for ARP is under consideration
  - Deadline for expenditure of funds is 2024, but if project is in the works, 2026
  - When funds to non-metro cities – ASAP – must attest to wanting the funds through DOLA portal
- CDPHE
  - Optimistic on case trends – declining, positivity is less than 3%
  - Hospital admissions going down
  - Death data decreasing
  - Variants mostly B1-1-7
  - Vaccinations – 5.5 million doses administered, 2.5 million completely done
- Building Back Stronger listening tours
  - State funding is to fill in the gaps from Federal funds
    - Recovery and Stimulus – economic
    - Transformative investments – education, transportation, affordable housing
    - Programmatic gaps – mental health, homelessness, housing needs in rural communities
    - Infrastructure investment

AGENDA SUMMARY FORM



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

Summary:

Notes:

Possible Motions:

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

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

June 2, 2021

AGENDA SUMMARY FORM

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

June 2, 2021