



**TOWN OF PAONIA**  
**TUESDAY, JUNE 22, 2021**  
**REGULAR TOWN BOARD MEETING AGENDA**  
**6:30 PM**

**Roll Call**

**Approval of Agenda**

**Announcements**

- . Announcements
- . Dark Skies Proclamation
- . Drought Update and Town Water Information

**Recognition of Visitors & Guests**

1. Visitors & Guests

**Staff Reports**

2. Administrator's Report  
Town Attorney Report

**Treasurer's Report**

3. Treasurer's Report

**Consent Agenda**

4. Regular Minutes:  
06/08/2021  
Liquor License Renewal:  
Paonia Liquor  
Large Park Event:  
Top O' the Rockies – BMW Rally  
Special Events Liquor Permit:  
Cherry Days – 7/2 - 7/4, & BMW Rally 7/15 - 7/17

**Unfinished Business**

5. Professional Engineering Services – Water Infrastructure Analysis Scope of Services – Additional Work to bring the Water Infrastructure Analysis to Final Completion and Discussion with JDS Hydro
6. Play Streets Follow-Up
7. Second Read and Possible Adoption – Ordinance 2021-02 – Franchise Agreement Between the Town of Paonia and Delta-Montrose Electric Association

**New Business**

8. North Fork Valley Airport, Town of Paonia – Delta County, Memorandum of Understanding – Discussion Only
9. Local Liquor Licenses - Discussion Regarding Distance Restriction
10. CVRF Grant - Sign Purchase and Closeout of Grant Explanation
11. Board of Adjustments/Board of Appeals and Planning Commission – Letters of Interest
12. Resolution 2021-06 Town Fee Schedule Amendment
13. Dog Registration Fee Waiver Request

**Disbursements**

[14.](#) Following CVRF Grant Agenda Item

**Mayor's Report**

[15.](#) Mayor's Report

**Committee Reports**

[16.](#) Finance & Personnel

Governmental Affairs & Public Safety

Public Works-Utilities-Facilities

Tree Board

Advisory Water

**Adjournment**

[17.](#) 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 15, 2021

AGENDA SUMMARY FORM



Dark Skies Proclamation

Summary:

Governor Polis has proclaimed June as Dark Skies month. In recognition of the ongoing efforts to be designated a Dark Skies community, Paonia recognizes this proclamation.

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:



# PROCLAMATION

**WHEREAS**, the aesthetic beauty and wonder of natural dark skies at night are inherent to the character and allure of the state of Colorado and the Town of Paonia; and

**WHEREAS**, the growing problem of light pollution as skyglow, glare, spill light and/or other adverse impacts attributable to the use of artificial light at night has been scientifically linked to negative effects on the health and well-being of humans, flora and fauna—while natural dark skies at night have been scientifically linked to positive health effects; and

**WHEREAS**, growing numbers of people are recognizing the economic, ecological, cultural, and societal benefits of conserving the natural night sky in our community as well as open spaces by implementing Dark-sky Association-approved lighting initiatives and participating in IDA-certified Dark Sky Places programs; and

**WHEREAS**, the International Dark-sky Association Colorado chapter and Audubon Rockies have formed a partnership to help migratory birds during the spring and fall migration seasons; and

**WHEREAS**, Paonia residents can help reduce light pollution by turning off outdoor lights at night; and/or help ensure outdoor lighting at night is both functional and environmentally responsible by using International Dark-sky Association-approved lighting that 1) has a clear purpose, 2) is shielded and directed only to where needed, 3) is no brighter than necessary, 4) is used only when needed, 5) consists of warmer color lights with lower Kelvin ratings; and

**WHEREAS**, through dark sky education, outreach, practices and policies, a connection to the natural night-time environment can be reestablished for present and future generations.

NOW THEREFORE, I, Mary Bachran, Mayor of the Town of Paonia, do hereby proclaim the month of June 2021 as,

## DARK SKY MONTH

GIVEN, under my hand and seal of the Town of Paonia, this 13<sup>th</sup> day of April in the year of our Lord, Two Thousand and twenty-one.

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

Attest:

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

AGENDA SUMMARY FORM



Drought Update and Town Water Information

Summary:  
Discussion of current spring flows and drought stages.

Notes:  
  
Included in the packet are the updated monthly water data spreadsheet and an updated water system timeline. The timeline has been provided in previous packets.

Possible Motions:

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

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

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	TO DATE TOTAL
<b>2MG</b>	ONLINE	ONLINE	ONLINE	ONLINE	ONLINE	
<b>RAW WATER REYNOLDS CREEK SPRING</b>	2,762,470	2,569,620	2,738,540	2,377,130	2430270	12,878,030
<b>RAW WATER GERMAN CREEK SPRINGS *</b>	METER BROKEN					
<b>WATER PRODUCED***</b>	4524810***	8853790***	13562220***	5014510***	7,817,900	7,817,900
<b>STORAGE TANK LEVEL</b>	29.46	29.72	30.23	29.98	28.95	
<b>SPILL AMOUNT</b>	412,410	534,970	537,370	595,120	3,077,486	5,157,356
<b>BACK WASH WATER **</b>	163,550	319,870	500,720	153,240	129,680	1,267,060
<b>WATER SOLD</b>	5,503,144	6,912,361	4,422,485	7,489,338	8,627,540	32,954,868
<b>TOTAL NUMBER OF TAPS</b>	1,610	1,610	1,610	1,610	1,610	

\* TO PROVIDE ACCURATE NUMBER TWO METERS NEED UPDATED - ONCE RECEIVED AND INSTALLED WE WILL PROVIDE FLOWS IN TO PLANT

\*\* BACK WASH WATER IS INCLUDED IN PRODUCED WATER BUT IS NOT INCLUDED IN SOLD WATER

\*\*\* DISCREPANCY NOTED BETWEEN FILTERTECH MASTER METER AND COMPUTER SOFTWARE.

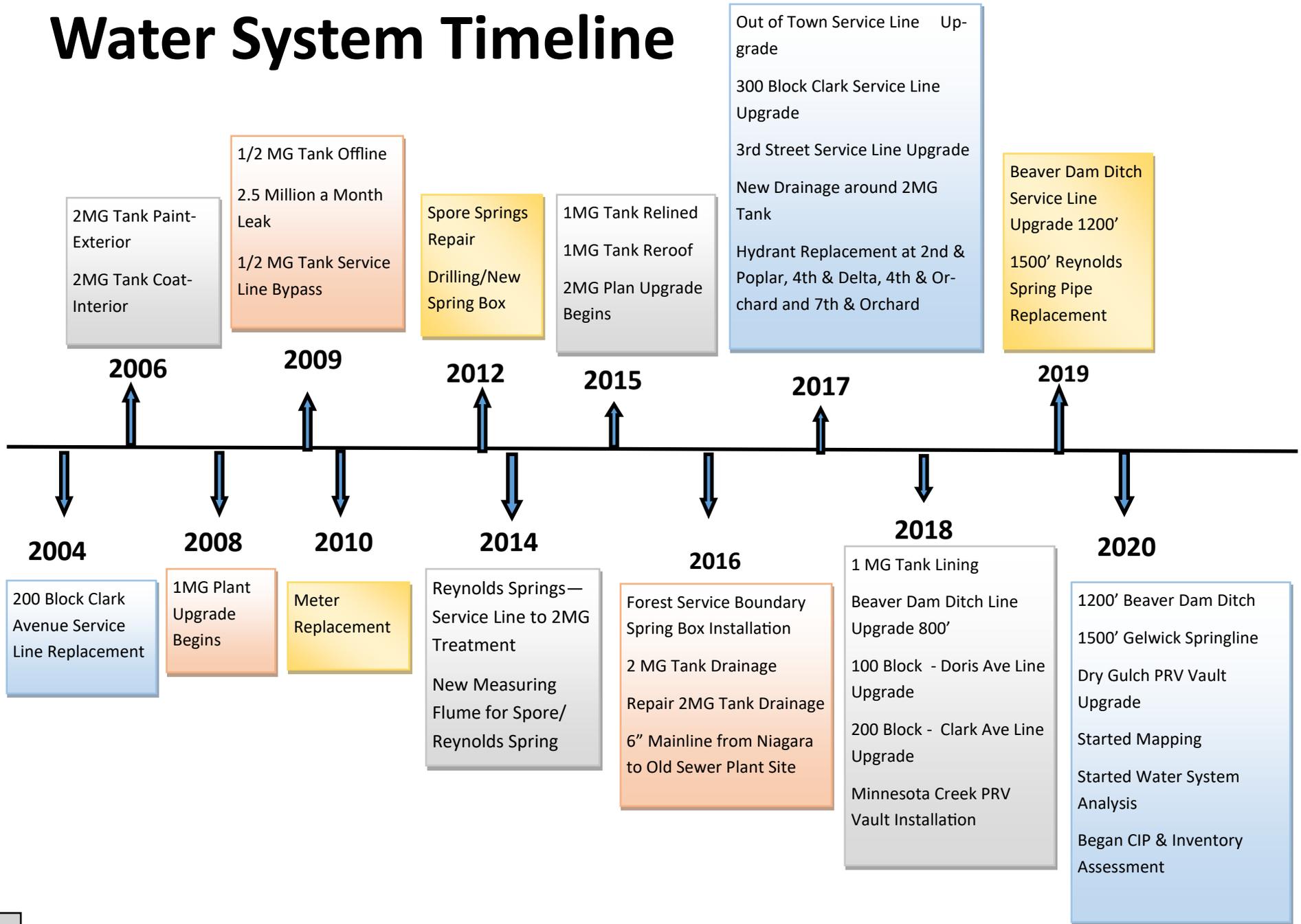
**SKEWED NUMBERS MARKED WITH ASTERISK THROUGH MAY 15TH**

**NOTE:** DATA IS APPROXIMATION ONLY AND DOES NOT ACCOUNT FOR USAGE ESTIMATION MONTHS, FIRE HYDRANT AND WATERLINE FLUSHES, NON-METERED ACCOUNTS, SPILL AT SPRINGS  
 NON-METERED ACCOUNTS INCLUDE BUT ARE NOT LIMITED TO NFAA, SEWER PLANT, TOWN SHOP, PARK HYDRANTS, PARK RESTROOM.  
 WE ARE IN PROCESS OF INSTALLING NO-BILL METERS AT THESE LOCATIONS FOR TRACKING PURPOSES.

SIX RAW WATER SPRINGS CONVERGE AND FEED THE 2MG SYSTEM AT TWO POINTS, KNOW AS THE GERMAN CREEK LINE (GC)  
 AND THE REYNOLDS CREEK LINE (RC).

SYSTEM RESET - Starts calculation count over and requires manual tracking moving forward

# Water System Timeline



AGENDA SUMMARY FORM

	Visitor's & Guests		
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 15, 2021

AGENDA SUMMARY FORM



Administrator's Report  
Town Attorney Report

Summary: Staff Reports and Police Blotter will be provided monthly at the first meeting of the Board of Trustees.

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:

June 18, 2021

***“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 22, 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. Committee and Advisory meetings continue to be updated on the Town website. Please advise, should you notice any missing or that need updated.
2. The Trustee training special meeting is set for 5:30pm June 28<sup>th</sup> at Town Hall. The agenda will include items such as the CIRSA training, Mayor & Trustee roles & responsibilities, and other similar topics to be determined.
3. The virtual plant tour video is anticipated to be complete by end of the week.
4. The Park watering schedule is included in the packet. – NOTE: This is the goal but is subject to change, as necessary.
5. The current expenditures for the Asset Inventory and Capital Improvement Plan and the Infrastructure Analysis are included under this report.
6. Information to the Board will be forthcoming regarding the costs associated with the bulk fill station in relation to the current fee structure.
7. The WSCC & Nature Connection MOU and costs associated with the trails project will be included in an upcoming packet.

Updates:

1. The application and review process to host play-street events is included in the packet. The Board will need to establish the fee – if any – for the application.
2. The DOLA Administrative grant for the Infrastructure Analysis final payout has been submitted.
3. Staff plans to bring an updated debt reserve discussion before the Board following finalization and presentation of the Audit, which is tentatively scheduled for July 13<sup>th</sup>.
4. May budget to actuals will be completed and submitted for Board review following completion of quarterly payroll period.
5. CIRSA Workers Compensation Application for the 2022 calendar year has been submitted and will come to the Board once CIRSA sends the renewal estimates.
6. 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.
7. Sales tax revenues continue to exceed previous year revenues. The Town received the 2021 disbursement from the American Rescue Plan in the amount of \$184,616.40. Discussion regarding the use of the funds will be on an upcoming agenda for Board review.

From the desk of Corinne Ferguson  
Town Administrator/Clerk

8. I will be attending the Colorado City and County Managers Association Conference in Glenwood Springs the 23<sup>rd</sup> through the 25<sup>th</sup> of this month.
9. I will be attending the Delta County Economic Forum in Delta June 30<sup>th</sup> at 8am.
10. I am registered for Colorado Municipal Clerks Institute. The event is virtual during July and August.
11. Included in the packet is the monthly production report for the Town Hall solar panels.
12. Included in the packet is email correspondence requested to be included by a community member as well as staff comments to said correspondence.

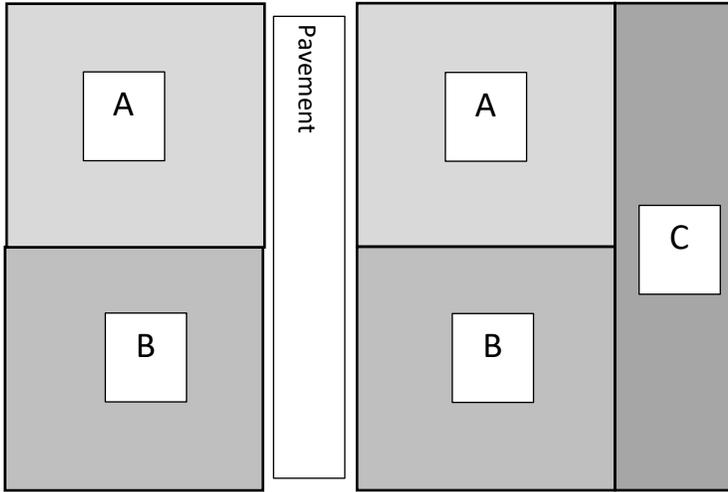
Thank you.

# Parks Watering Plan 6-8-21

Starts at or before 8 am

## Town Park

5<sup>th</sup> Street



### Monday

Town park both A & B  
Football field both A & B

### Tuesday

Football field A, B & C

### Wednesday

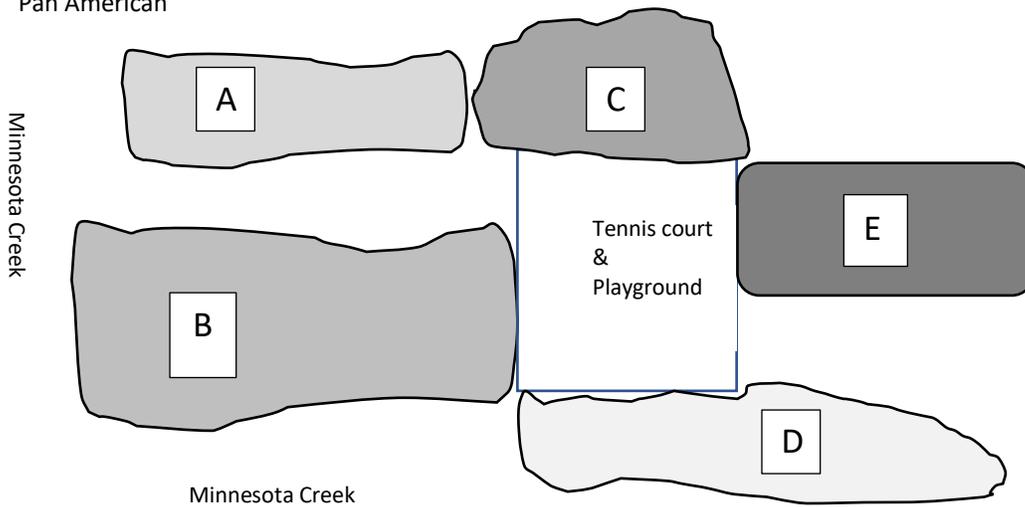
Town park both A & B  
Football field C

### Thursday

Football field A & B

## Apple Valley Park (very rough map)

Pan American



### Monday

A, C & D

### Tuesday

B & E

### Wednesday

A, C & D

### Thursday

B & E

## Poulos and Lees Parks

Daily watering Monday through Thursday

DOLA  
ADMIN  
SYSTEM ANALYSIS

GRANT AMOUNT			14,000.00						
TOWN MATCH			14,000.00						
<b>TOTAL</b>			<b>28,000.00</b>						
DATE	THROUGH	INVOICE#	VENDOR	AMOUNT	METHOD	CK DATE	CHECK#	EIAF GRANT	T.MATCH
2/10/2020	1/31/2020	33301-01	JDS HYDRO	1,975.00	CK	3/25/2020	47671	987.50	987.50
3/10/2020	2/29/2020	33301-02	JDS HYDRO	2,173.75	CK	3/25/2020	47671	1,086.88	1,086.88
								2,074.38	2,074.38
4/8/2020	3/31/2020	33301-03	JDS HYDRO	905.00	CK	4/15/2020	47719	452.50	452.50
7/10/2020	6/30/2020	33301-04	JDS HYDRO	1,235.00	CK	7/29/2020	47902	617.50	617.50
8/11/2020	7/31/2020	33301-05	JDS HYDRO	650.00	CK	10/14/2020	48054	325.00	325.00
10/9/2020	9/30/2020	33301-06	JDS HYDRO	714.26	CK	10/28/2020	48100	357.13	357.13
								1,752.13	1,752.13
1/18/2021	12/31/2020	33301-07	JDS HYDRO	1,770.00	CK	2/10/2021	48358	885.00	885.00
								885.00	885.00
2/17/2021	1/31/2021	33301-08	JDS HYDRO	3,927.50	CK	2/23/2021	48391	1,963.75	1,963.75
3/15/2021	2/28/2021	33301-09	JDS HYDRO	3,940.00	CK	3/23/2021	48448	1,970.00	1,970.00
4/14/2021	3/31/2021	33301-10	JDS HYDRO	5,115.00	CK	4/28/2021	48520/48513	2,557.50	2,557.50
5/11/2021	5/11/2021	33301-11	JDS HYDRO	4,825.00	CK	5/25/2021	48568	2,412.50	2,412.50
6/2/2021	5/31/2021	33301-12	JDS HYDRO	760.00	CK	6/9/2021	48593	380.00	380.00
								9,283.75	9,283.75
<b>TOTAL</b>			<b>27,990.51</b>					<b>13,995.26</b>	<b>13,995.26</b>
<b>BALANCE REMAINING</b>			<b>9.49</b>						

10-41-99

DOLA  
TIER I  
ASSET INV  
MAPPING

GRANT AMOUNT	48,629.00
TOWN MATCH	48,629.00
<b>TOTAL</b>	<b>97,258.00</b>

DATE	INVOICE#	VENDOR	AMOUNT	METHOD	CK DATE	CK#	TOWN	DOLA
5/12/2020	2005-121531	DEPENDABLE	421.68	CK	6/10/2020	47808	210.84	210.84
5/14/2020	49625	PAONIA FARM & HOME	20.97	CK	6/10/2020	47823	10.49	10.49
5/27/2020	2013-471.008-3	SGM	2,034.00	CK	7/15/2020	47883	1,017.00	1,017.00
5/28/2020	2005-118367	DEPENDABLE	32.54	CK	6/10/2020	47808	16.27	16.27
6/8/2020	2006-123433	DEPENDABLE	75.48	CK	7/15/2020	47859	37.74	37.74
6/24/2020	2013-471.008-4	SGM	11,763.98	CK	7/15/2020	47883	5,881.99	5,881.99
7/16/2020	93862635	ESRI-SOFTWARE	500.00	CC			250.00	250.00
7/27/2020	2013-471.008-5	SGM	5,203.00	CK	8/12/2020	47941	2,601.50	2,601.50
8/26/2020	2013-471-008-6	SGM	11,323.00	CK	9/9/2020	48002	5,661.50	5,661.50
							<u>15,687.33</u>	<u>15,687.33</u>
9/23/2020	2013-471.008-7	SGM	1,834.10	CK	10/14/2020	48071	917.05	917.05
10/21/2020	2013-471-008-8	SGM	3,615.60	CK	10/28/2020	48108	1,807.80	1,807.80
11/19/2020	2013-471.008-9	SGM	7,763.00	CK	11/25/2020	48184	3,881.50	3,881.50
12/16/2020	2013-471-008-10	SGM	8,635.20	CK	12/30/2020	48264	4,317.60	4,317.60
							<u>10,923.95</u>	<u>10,923.95</u>
2/25/2021	2013-471-008-11	SGM	5,028.00	CK	3/9/2021	48429	2,514.00	2,514.00
3/24/2021	2013-471-008-12	SGM	10,403.00	CK	4/13/2021	48498	5,201.50	5,201.50
4/22/2021	2013-471-008-13	SGM	4,896.00	CK	4/28/2021	48510	2,448.00	2,448.00
6/2/2021	2013-471-008-14	SGM	6,057.75	CK	6/9/2021	48603	3,028.88	3,028.88
							<u>13,192.38</u>	<u>13,192.38</u>
<b>TOTAL</b>			<b>79,607.30</b>				<b>39,803.65</b>	<b>39,803.65</b>
<b>BALANCE REMAINING</b>			<b>17,650.70</b>				-	-

**From:** Enlighten <donotreply@enphaseenergy.com>  
**Sent:** Wednesday, June 16, 2021 8:42 AM  
**Subject:** Monthly Energy Production Report for Paonia Town Hall



## Monthly Energy Production Report for Paonia Town Hall

Enphase Energy maximizes your solar energy production and keeps you informed about your system. Your monthly energy report shows how your system performed and how much you contributed to offsetting the global carbon footprint.

For more details on these production results, please visit your [Enphase® system](#).

Week	Peak Power	Energy Produced
05/01/2021 - 05/07/2021	3.67 kW	158 kWh
05/08/2021 - 05/14/2021	3.66 kW	163 kWh
05/15/2021 - 05/21/2021	3.56 kW	146 kWh
05/22/2021 - 05/28/2021	3.65 kW	180 kWh
05/29/2021 - 05/31/2021	3.43 kW	67.6 kWh
<b>May 2021 Total:</b>		<b>714 kWh</b>
<b>Previous Month Total:</b>		<b>720 kWh</b>
<b>Year to Date:</b>		<b>3.06 MWh</b>

Your **Carbon Offset** for this month: 1,087 lbs

You have offset the equivalent of: **13 Trees**



All trademarks are the property of their respective owners.  
©2008-2021 Enphase Energy, Inc. All rights reserved.

This is an automated system notification from Enphase Energy Inc.,  
1420 N. McDowell Blvd., Petaluma, CA 94954, USA.



**From:** [Karen Fogg](#)  
**To:** [Corinne Ferguson](#)  
**Cc:** [Dave K](#)  
**Subject:** Fwd: What is the condition of our town springs? Photos of two of our springs.  
**Date:** Wednesday, June 16, 2021 9:02:21 AM  
**Attachments:** [nmmlrghlemekimhi.png](#)  
[pbiokiakoodplhfm.png](#)  
[nakeaqaalikhmerca.png](#)  
[gecefcckchihimfn.png](#)  
[pnlfkafdkkmoohel.png](#)  
[kncmfikealbbnncd.png](#)  
[mmfhdhimkkcbeko.png](#)  
[dkonfhfndohnfabl.png](#)

---

Corinne,  
Please make sure this email including the photos are put into the packet for the next meeting.

Thank you,

K Fogg

----- Forwarded Message -----

**Subject:** What is the condition of our town springs? Photos of two of our springs.

**Date:** Tue, 15 Jun 2021 10:33:39 -0600

**From:** Karen Fogg <[karenleefogg@gmail.com](mailto:karenleefogg@gmail.com)>

**To:** Michelle P <[MichelleP@townofpaonia.com](mailto:MichelleP@townofpaonia.com)>, [tamie@townofpaonia.com](mailto:tamie@townofpaonia.com) <[tamie@townofpaonia.com](mailto:tamie@townofpaonia.com)>, [DaveK@townofpaonia.com](mailto:DaveK@townofpaonia.com) <[DaveK@townofpaonia.com](mailto:DaveK@townofpaonia.com)>, [mickj@townofpaonia.com](mailto:mickj@townofpaonia.com) <[mickj@townofpaonia.com](mailto:mickj@townofpaonia.com)>, [karenb@townofpaonia.com](mailto:karenb@townofpaonia.com) <[karenb@townofpaonia.com](mailto:karenb@townofpaonia.com)>, [BBear@townofpaonia.com](mailto:BBear@townofpaonia.com) <[BBear@townofpaonia.com](mailto:BBear@townofpaonia.com)>, [maryb@townofpaonia.com](mailto:maryb@townofpaonia.com) <[maryb@townofpaonia.com](mailto:maryb@townofpaonia.com)>

To Paonia Trustees,

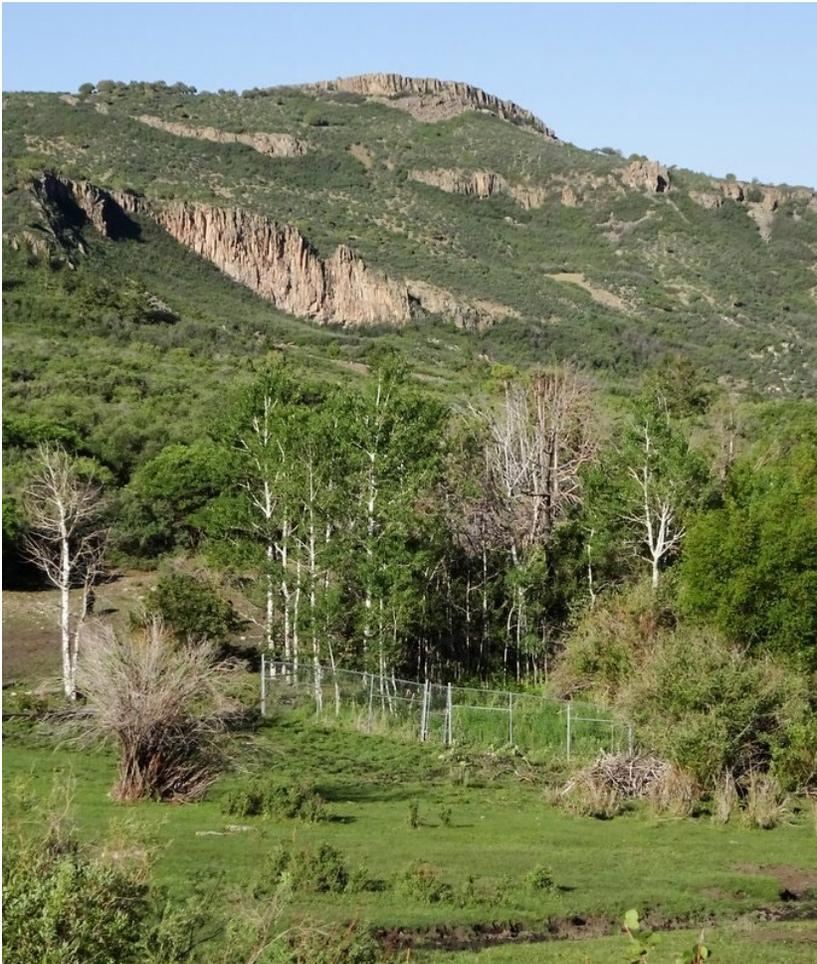
Please look at the recent photographs of both German Creek and Bell Creek Springs. If these are any indicator of the condition of our other springs providing our domestic water we are, one might say, flushing our water down the toilet. We have water; it is just not getting to us because of negligence. Please compare the condition of these springs to the last photo of the town of Crawford spring.

After seeing the condition of these springs, I cannot believe that JD Hydro actually saw them or they would not have said they had "complete confidence" in Travis Loberg.

We paid this engineering firm to do a complete study; they did not. We need to know what the flow is at all of our spring sites for a period of two years to get reliable data. Instead of paying JD Hydro for another three months of work, let's first put our money into upgrading the top four springs which provide us with the most water and install remote monitors, **now**. Let's hire someone who cares enough to maintain them and capable enough to monitor them.

-----

One of the Bell Springs: the spring box is empty and this spring has *probably* been bypassed for the ones above it.  
Why was this spring abandoned? It is the most accessible spring after you get up the 4-wheel drive road. *Photos by Fogg and Weber*



Next spring upstream: completely overgrown



The gate cannot be opened due to the overgrowth at this Bell Creek spring. The spring box can no longer be maintained. A meter is needed here.

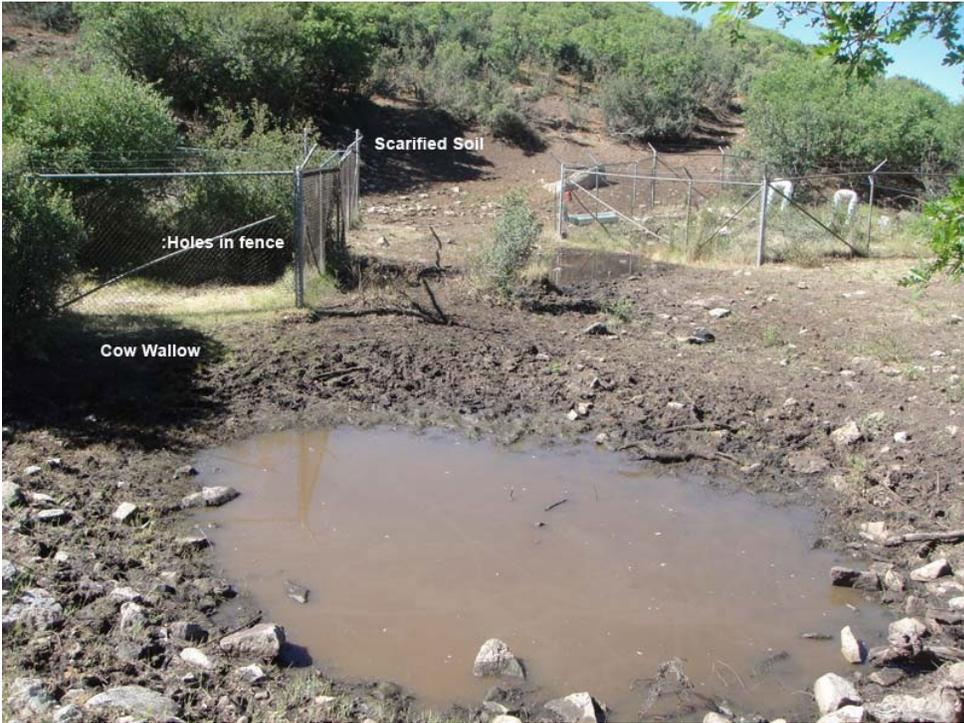


The third Bell creek spring above the other two: Completely overgrown and the gate cannot be opened to maintain the spring box. This spring needs a monitor.



Recent pic of our second largest spring, German Creek (there are other developed spring boxes in the German Creek complex).

*Photos by Bill Brunner*



One of the broken pipes at German Creek



The condition of the fence at this German Creek spring. Bill Brunner took pics of this spring 6 years ago showing the poor condition. Nothing was done. The condition of this spring is worse now. This spring needs a monitor.



Last by not least is a pic of the spring for the town of Crawford. Note the solar panel to run the remote monitor. This is what a municipal developed spring should look like. *Photo by David Weber*



**From:** [Karen Fogg](#)  
**To:** [Corinne Ferguson](#)  
**Cc:** [Dave K](#)  
**Subject:** Fwd: What is the condition of our town springs? Photos of two of our springs.  
**Date:** Wednesday, June 16, 2021 9:02:21 AM  
**Attachments:** [nmmlrghlemekimhi.png](#)  
[pbiokiakoodolhfm.png](#)  
[nakeaqaalikhmerca.png](#)  
[gecefkccchihimfn.png](#)  
[pnlfkafdkkmoahel.png](#)  
[kncmfikealbbnncd.png](#)  
[mmfhdhimikcbeko.png](#)  
[dkonfhfndohnfabl.png](#)

---

Corinne,  
Please make sure this email including the photos are put into the packet for the next meeting.

Thank you,

K Fogg

----- Forwarded Message -----

**Subject:** What is the condition of our town springs? Photos of two of our springs.

**Date:** Tue, 15 Jun 2021 10:33:39 -0600

**From:** Karen Fogg <[karenleefogg@gmail.com](mailto:karenleefogg@gmail.com)>

**To:** Michelle P <[MichelleP@townofpaonia.com](mailto:MichelleP@townofpaonia.com)>, [tamie@townofpaonia.com](mailto:tamie@townofpaonia.com) <[tamie@townofpaonia.com](mailto:tamie@townofpaonia.com)>, [DaveK@townofpaonia.com](mailto:DaveK@townofpaonia.com) <[DaveK@townofpaonia.com](mailto:DaveK@townofpaonia.com)>, [mickj@townofpaonia.com](mailto:mickj@townofpaonia.com) <[mickj@townofpaonia.com](mailto:mickj@townofpaonia.com)>, [karenb@townofpaonia.com](mailto:karenb@townofpaonia.com) <[karenb@townofpaonia.com](mailto:karenb@townofpaonia.com)>, [BBear@townofpaonia.com](mailto:BBear@townofpaonia.com) <[BBear@townofpaonia.com](mailto:BBear@townofpaonia.com)>, [maryb@townofpaonia.com](mailto:maryb@townofpaonia.com) <[maryb@townofpaonia.com](mailto:maryb@townofpaonia.com)>

---

To Paonia Trustees,

Please look at the recent photographs of both German Creek and Bell Creek Springs. If these are any indicator of the condition of our other springs providing our domestic water we are, one might say, flushing our water down the toilet. We have water; it is just not getting to us because of negligence. Please compare the condition of these springs to the last photo of the town of Crawford spring.

After seeing the condition of these springs, I cannot believe that JD Hydro actually saw them or they would not have said they had "complete confidence" in Travis Loberg.

We paid this engineering firm to do a complete study; they did not. We need to know what the flow is at all of our spring sites for a period of two years to get reliable data. Instead of paying JD Hydro for another three months of work, let's first put our money into upgrading the top four springs which provide us with the most water and install remote monitors, **now**. Let's hire someone who cares enough to maintain them and capable enough to monitor them.

-----

One of the Bell Springs: the spring box is empty and this spring has *probably* been bypassed for the ones above it.

Why was this spring abandoned? It is the most accessible spring after you get up the 4-wheel drive road. *Photos by Fogg and Weber*



---- Karen Fogg Comment:

One of the Bell Springs: the spring box is empty and this spring has probably been bypassed for the ones above it.

Why was this spring abandoned? It is the most accessible spring after you get up the 4-wheel drive road. Photos by Fogg and Weber

Staff Comment:

This is not an abandoned spring. Several things can occur that would cause the spring box to be empty (meaning no water in it). 1. Bell Creek Springs feed the IMG system.

When we are not releasing production water in to the distribution system from the IMG we are required to spill the water at the spring. This is before the spring box. 2.

Bell Creek can place a call on the water, which will cause the Town to shut down the collection of the spring water which occurs before the spring box. 3. The spring can go dry, causing no water in the collection spring box.



Karen Fogg Comment:  
Next spring upstream: completely overgrown

Staff Comment:  
Agreed. This is overgrown. Spring site  
rehab is very time consuming and expensive. Staff is  
happy to take on contracting out this endeavor at such a  
time as the Board deems this a budgetary priority and  
funding is available.

Karen Fogg Comment: The gate cannot be opened due to the overgrowth at this Bell Creek spring. The spring box can no longer be maintained. A meter is needed here.



Staff Comment:

The measuring device is not in the fenced area. This is not Bell Creek Spring, this is a collection box for Reynolds Creek.

Karen Fogg Comment: The third Bell creek spring above the other two: Completely overgrown and the gate cannot be opened to maintain the spring box. This spring needs a monitor.



Staff Comment:  
Some Spring rehabilitation was completed in 2020 but more is needed as noted above.

Recent pic of our second largest spring, German Creek (there are other developed spring boxes in the German Creek complex).

*Photos by Bill Brunner*



**Staff Comment:**

Cattle and Wildlife move through the area. This is forest service land we are permitted to do maintenance on. Fence repair is needed.

Karen Fogg Comment: One of the broken pipes at German Creek



Staff Comment:

This is a Beaver Dam Ditch pipe not German Creek and the repair has already been made. The pipe has also been buried underground for better protection moving forward.

The condition of the fence at this German Creek spring. Bill Brunner took pics of this spring 6 years ago showing the poor condition. Nothing was done. The condition of this spring is worse now. This spring needs a monitor.



Staff Comment:

Agreed. The fence is in need of repair.



Karen Fogg Comment: Last by not least is a pic of the spring for the town of Crawford. Note the solar panel to run the remote monitor. This is what a municipal developed spring should look like. Photo by David Weber

Staff Comment:

Agreed. Crawford has a beautifully maintained spring. This is similar to the set-up Town has currently at the Mays Spring site. What is important to take into consideration when making a comparison to the Town of Crawford spring and water system is to note that the Town of Crawford has One spring that services one treatment plant that is run by two full-time employees. The Town of Paonia has 30 springs that services two treatment plants that is also run by two full-time employees. The expectation that the 30 Paonia springs can be maintained at the same level as the 1 Crawford spring with the exact same staffing level is untenable.



**Overall assignment progress PoliceOne Academy report.**

<b>Member Name</b>	<b>Assignment</b>	<b>Date/hours</b>
Berger, Brian	Community Policing	11/02/2020 4 hrs
Berger, Brian	Firearms Training	04/18/2020 8 hrs
Berger, Brian	Ethics	11/02/2020 2 hr
Berger, Brian	Covid	11/02/2020 4 hr
Berger, Brian	Bloodborne Pathogens	11/06/2020 2 hr
Berger, Brian	Driving	11/10/2020 8 hrs
Berger, Brian	Defensive Tactics	12/09/2020 11 hrs
Berger, Brian	Community Policing	01/04/2021 2 hrs
Berger, Brian	Interacting with the Mentally	05/08/2021 4 hrs
Ferguson, Neil	Community Policing	11/02/2020 4 hrs
Ferguson, Neil	Ethics	11/02/2020 2 hrs
Ferguson, Neil	Covid	11/02/2020 4 hrs
Ferguson, Neil	Bloodbrne Pathogens	11/06/2020 2 hrs
Ferguson, Neil	Driving	11/10/2020 8 hrs
Ferguson, Neil	Firearms Training	04/18/2020 8 hrs
Ferguson, Neil	Defensice Tactics	12/09/2020 11 hrs
Ferguson, Neil	Community Policing	01/04/2021 4 hrs
Ferguson, Neil	Interacting with the Mentally	05/08/2021 4 hrs
Hinyard, Patrick William	Firearms Training	04/18/2020 8 hrs
Hinyard, Patrick William	Community Policing	11/02/2020 4 hrs
Hinyard, Patrick William	Ethics	11/02/2020 2 hrs
Hinyard, Patrick William	Covid	11/02/2020 4 hrs
Hinyard, Patrick William	Bloodborne Pathogens	11/06/2020 2 hrs
Hinyard, Patrick William	Driving	11/10/2020 8 hrs
Hinyard, Patrick William	Defensive Tactics	12/09/2020 11 hrs
Hinyard, Patrick William	Community Policing	01/04/2021 4 hrs
Hinyard, Patrick William	Interacting with the Mentally	05/08/2021 4 hrs
Patterson, Taffine	Firearms Training	04/18/2020 8 hrs
Patterson, Taffine	SRO Training	40 hrs
Patterson, Taffine	SFST Instructor	40 hrs
Patterson, Taffine	Community Policing	11/2/2020 4hrs
Patterson, Taffine	Ethics	11/02/2020 2 hrs
Patterson, Taffine	Covid	11/02/2020 4 hrs

Patterson, Taffine	Bloodborne Pathogens	11/06/2020 2 hrs
Patterson, Taffine	Driving	11/10/2020 8 hrs
Patterson, Taffine	Community Policing	01/04/2021 4 hrs
Patterson, Taffine	Interacting with the Mentally	05/08/2021 4 hrs
Winnett, Lorin		
Winnett, Lorin	Firearms Training	04/18/2021 8 hrs
Winnett, Lorin	PPCT Instructor	01/06/2021 40 hrs
Winnett, Lorin	Community Policing	11/02/2020 4 hrs
Winnett, Lorin	Ethics	11/02/2020 2 hrs
Winnett, Lorin	Covid	11/02/2020 4 hrs
Winnett, Lorin	Blood	11/06/2020 2 hrs
Winnett, Lorin	DRIVING	11/10/2020 8 hrs
Winnett, Lorin	Defensive Tactics	12/09/2020 11 hrs
Winnett, Lorin	Community Policing	01/04/2021 4 hs
Winnett, Lorin	Interacting with the Mentally	05/08/2021 4 hrs
Winnett, Lorin	Mgr Training	05/15/2021 2 hrs
Winnett, Lorin	Mgr Training	05/15/2021 2 hrs

MEMORANDUM

To: Board of Trustees, Town of Paonia  
From: Bo James Nerlin, Esq.  
Re: Town Attorney Report  
Date: June 18, 2021  
CC: Ms. Corinne Ferguson

---

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.

JDS Hydro

My office participated in two virtual meetings with JDS Hydro, following up on the agenda items and discussions from the June 8, 2021, Board Meeting. JDS Hydro will be participating virtually at the Board's June 22, 2021, meeting as a part of their JDS agenda item.

DMEA – Franchise Agreement

Included in the packet is a revised franchise agreement from DMEA, as per the direction that was provided by the Trustees at the first meeting in June.

Riverbank

Town staff held a virtual meeting with the Riverbank development team on June 17, 2021, to discuss updates to the proposed covenants and the subdivision improvement agreement for the development. It is anticipated that the subdivision improvement agreement will be before the Board for review at its meeting on July 13, 2021.

CIRSA Training

Just a reminder that Mr. Sam Light, General Counsel for CIRSA, will be hosting a board member training session Monday, June 28, 2021.

Town Attorney Contract

I have informed Ms. Ferguson and Mayor Bachran that my office will not seek to renew its contract for legal services with the Town in 2022. I would like very much to continue to serve as legal counsel for the Town for the remainder of 2021. To the extent the Board wishes, I would like to assist the Trustees to the extent possible, with the process of engaging new legal counsel, and thereafter helping to facilitate the Town's transition with new representation.

AGENDA SUMMARY FORM

	Treasurer's Report		
<p>Summary:                  Included in the packet for the record are responses to Ms. Paige Smiths questions asked at the May 25<sup>th</sup> Board meeting and provided via e-mail June 3rd. The responses were provided via email June 7th.</p>			
<p>Notes:</p>			
<p>Possible Motions:</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 18, 2021

Thank you for your response.

Because I asked my questions in a public meeting and the answers were not provided at the same time, I think it's important that the answers to my questions be provided in public setting. The information you've provided would be helpful for others to have with regards to understanding the budget, including the backstory associated with values.

I would suggest that it is this type of information Trustee Pattison was looking for when she asked for more clarity on what's behind the budget numbers.

Therefore, I'd like to request that the contents of this email be included in the next meeting packet under the Treasurer's Report to provide for any follow-up questions.

Thank you,

Paige Smith

On 6/7/2021 1:12 PM, Corinne Ferguson wrote:  
Hi Paige,

The Board is bcc'd to avoid unintentional violations of open meetings with a "reply all". Please see my responses below in red. I hope this helps some!

*J. Corinne Ferguson  
Town Administrator/Clerk/PIO*

***"If you weren't you, then we'd all be a bit less, we. -Winnie the Pooh***

**Please consider the environment before printing this e-mail.**

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.  
The Town of Paonia is an equal opportunity employer.

**From:** Paige Smith <[paige@greenhousegarden.com](mailto:paige@greenhousegarden.com)>

**Sent:** Thursday, June 3, 2021 4:44 PM

**To:** Mary B <[maryb@townofpaonia.com](mailto:maryb@townofpaonia.com)>; Dave K <[DaveK@townofpaonia.com](mailto:DaveK@townofpaonia.com)>; Mick J <[mickj@townofpaonia.com](mailto:mickj@townofpaonia.com)>; Tamie M <[tamiem@townofpaonia.com](mailto:tamiem@townofpaonia.com)>; Michelle P <[michellep@townofpaonia.com](mailto:michellep@townofpaonia.com)>; Bill Bear <[bbear@townofpaonia.com](mailto:bbear@townofpaonia.com)>; Karen Budinger <[karenb@townofpaonia.com](mailto:karenb@townofpaonia.com)>; Corinne Ferguson <[corinne@townofpaonia.com](mailto:corinne@townofpaonia.com)>

**Subject:** My question raised regarding the budget at the May 25, 2021 Trustee Meeting

Mayor Bachran, Trustees and Corinne Ferguson,

I asked about the following line items found on the top of page 21 of the May 25, 2021 agenda packet. The table at the top of the page provides the "overall summary of revenue" for the first three months of 2021.

My questions referred to the individual line items titled: Law Enforcement, Street Capital Improvement and Capital Improvement

Law Enforcement - identified revenue for Jan., March, and April totaled \$92,073.71. However the budgeted projection for revenue for the first three months is \$130,970.50, resulting in a difference of \$38,896.75.

Our 3 month actual numbers are what we actually received in those months but sales tax is received approximately one month behind. You'll notice in line 14-31-03 and 04 there is no entry for January, because January was December sales tax and must be included in 2020. Our projected 3 month budget does not account for the discrepancy, as we are anticipating what the actual revenues will be for the month we are behind. Also included in the budget but not received yet in 2021 are the \$10,000 from the school district (their budget year is July – June) and the Town has not yet submitted for grant reimbursements for law enforcement trainings etc. Staff has no concern and finds we are on track as projected.

Street Capital Improvement - identified revenue for Jan., March, and April totaled \$12,788.24. However the budgeted projection for revenue for the first three months is \$78,750.00, resulting in a difference of \$65,961.76.

Staff anticipated the application process for dedicated marijuana funds to begin earlier in the year. The delay has caused staff to reevaluate the anticipated revenues regarding marijuana sales and have adjusted accordingly. The reserves line (under 22-33-01) is not a revenue line. It is a budgetary entry showing funds available that are previous year's revenues that were not expended in the calendar year received. Staff has no concerns.

Capital Improvement - identified revenue for Jan., March, and April totaled \$39,063.64. However the budgeted projection for revenue for the first three months is \$121,631.62, resulting in a difference of \$82,567.98.

Again we run the same scenario with receipt of sales tax revenues – see line 50-31-03. Town received Airport revenue payment for March in April so the march line is also empty (50-31-06.) The reserves line (under 50-31-13) is not a revenue line. It is a budgetary entry showing funds available that are previous year's revenues that were not expended in the calendar year received. Staff has no concerns.

I asked about these budget amounts to determine if these large differences are anything to be concerned about for the first quarter of 2021 and would still like to know if these numbers regarding revenue are a source for concern?

Also, I think it would be helpful to explain to the trustees and the public why there might be such discrepancies in any future budget numbers presented as part of an Agenda Packet. Knowing what "real

world" contingencies might be affecting budget numbers would be of interest in order to understand Paonia's overall budget going into the future.

The 3 month budget number is the years budget divided by 12. The budget to actual doesn't take in to consideration the line items that we pay at the beginning of the year in one lump sum such as our annual memberships, Town insurance premiums, etc. When and if time becomes available, Cindy may begin to modify the formulas to take such items in to consideration.

Thank you,

Paige Smith

██████████

██████████

## ACCOUNT ANALYSIS 2021

BANK	ACCOUNT	JAN	FEB	MAR	APR	MAY	X
<b>OPERATING ACCOUNTS</b>							
UBB (FSBC)	PREV BAL	113,781.20	(5,797.86)	186,337.95	266,653.35	115,960.98	
OPS - 0733	CKS/DR	389,227.23	118,908.84	250,968.80	408,873.15	200,361.23	
	DEP/CR	269,648.17	311,044.65	331,284.20	258,180.78	304,335.63	
	END BAL	(5,797.86)	186,337.95	266,653.35	115,960.98	219,935.38	X
<b>RATE</b>		<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	
UBB (FSBC)	PREV BAL	25.00	25.00	25.00	25.00	25.00	
PAYROLL - 3629	CKS/DR	44,780.38	43,477.05	47,988.97	46,575.08	47,079.11	
	DEP/CR	44,780.38	43,477.05	47,988.97	46,575.08	47,079.11	
	END BAL	25.00	25.00	25.00	25.00	25.00	X
<b>RATE</b>		<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	
<b>RESESTRICTED FUND ACCOUNTS</b>							
UBB (FSBC)-3858	PREV BAL	25.00	25.00	25.00	25.00	25.00	
GRANT	CKS/DR	-	-	-	-	-	
PASS-THRU	DEP/CR	-	-	-	-	-	
	END BAL	25.00	25.00	25.00	25.00	25.00	X
<b>RATE</b>		<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	
UBB (FSBC) (FCNB)	PREV BAL	69,792.78	33,521.84	25.00	25.00	25.00	
INTERNAL - 0571	CKS/DR	36,270.94	33,496.84	-	-	-	
GRANTS	DEP/CR	-	-	-	-	-	
	END BAL	33,521.84	25.00	25.00	25.00	25.00	X
<b>RATE</b>		<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	
UBB (FSBC) - 0911	PREV BAL	37,490.27	37,490.27	37,490.27	11,655.11	11,930.11	
PARK	CKS/DR	-	-	25,835.16	-	-	
CONTRIBUTION	DEP/CR	-	-	-	275.00	-	
	INT/CR	-	-	-	-	-	
	END BAL	37,490.27	37,490.27	11,655.11	11,930.11	11,930.11	X
<b>RATE</b>		<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	
UBB (FSBC) - 2318	PREV BAL	58,336.72	58,349.11	58,360.30	58,372.69	58,384.68	
WWTP	CKS/DR	-	-	-	-	-	
	DEP/CR	-	-	-	-	-	
	INT/CR	12.39	11.19	12.39	11.99	12.40	
	END BAL	58,349.11	58,360.30	58,372.69	58,384.68	58,397.08	X
<b>RATE</b>		<b>0.25%</b>	<b>0.25%</b>				
UBB (FSBC) (FCNB)	PREV BAL	8,311.23	8,312.29	8,313.25	8,314.31	10,396.51	
CONSERV	CKS/DR	-	-	-	-	-	
TRUST 0857	DEP/CR	-	-	-	2,080.96	-	
	INT/CR	1.06	0.96	1.06	1.24	1.32	
	END BAL	8,312.29	8,313.25	8,314.31	10,396.51	10,397.83	X
<b>RATE</b>		<b>0.15%</b>	<b>0.15%</b>				
UBB (FSBC) - 0563	PREV BAL	13,165.24	13,166.92	13,168.44	13,170.12	13,171.74	
SPACE TO	CKS/DR	-	-	-	-	-	
CREATE	DEP/CR	-	-	-	-	-	
	INT/CR	1.68	1.52	1.68	1.62	1.68	
	END BAL	13,166.92	13,168.44	13,170.12	13,171.74	13,173.42	X
<b>RATE</b>		<b>0.15%</b>	<b>0.15%</b>				

## ACCOUNT ANALYSIS 2021

BANK	ACCOUNT	JAN	FEB	MAR	APR	MAY	X
<b>INVESTMENT ACCOUNTS</b>							
UBB (FSBC) - 3637	PREV BAL	335,136.20	335,221.59	275,309.31	253,211.73	453,315.26	
MMKT	CKS/DR	-	93,477.05	22,163.36	-	-	
RESERVE	DEP/CR	-	33,496.84	-	200,000.00	50,000.00	
	INT/CR	85.39	67.93	65.78	103.53	125.78	
	END BAL	335,221.59	275,309.31	253,211.73	453,315.26	503,441.04	X
<b>RATE</b>		<b>0.30%</b>	<b>0.30%</b>				
COLO	PREV BAL	1,757,660.74	1,757,818.17	1,757,934.19	1,758,031.00	1,758,113.95	
TRUST	CKS/DR	-	-	-	-	-	
PLUS+	DEP/CR	-	-	-	-	-	
INVESTMENT	INT/CR	157.43	116.02	96.81	82.95	85.61	
	END BAL	1,757,818.17	1,757,934.19	1,758,031.00	1,758,113.95	1,758,199.56	
<b>AVG RATE</b>		<b>0.11%</b>	<b>0.09%</b>				X
UBB (14) (FSBC)	PREV BAL	202,226.89	202,226.89	202,226.89	202,500.76	202,500.76	
18MO	CKS/DR	-	-	-	-	-	
CD-2143	DEP/CR	-	-	-	-	-	
	INT/CR	-	-	273.87	-	-	
	END BAL	202,226.89	202,226.89	202,500.76	202,500.76	202,500.76	X
<b>AVG RATE</b>		<b>0.55%</b>	<b>0.55%</b>				
UBB (31) (FSBC)	PREV BAL	255,051.53	255,051.53	255,051.53	255,051.53	255,051.53	
18MO	CKS/DR	-	-	-	-	-	
CD-2143	DEP/CR	-	-	-	-	-	
	INT/CR	-	-	-	-	-	
	END BAL	255,051.53	255,051.53	255,051.53	255,051.53	255,051.53	X
<b>AVG RATE</b>		<b>2.00%</b>	<b>2.00%</b>				
<b>LINE-OF-CREDIT</b>							
UBB (FSBC)	PREV BAL	-	-	-	-	-	
LOC	CKS/DR	-	-	-	-	-	
\$200,000.00	DEP/CR	-	-	-	-	-	
	INT/CR	-	-	-	-	-	
	END BAL	-	-	-	-	-	X
<b>AVG RATE</b>							
	TOTAL PREV BAL	2,851,002.80	2,695,410.75	2,794,267.13	2,827,035.60	2,878,900.52	
	TOTAL CKS/DR	470,278.55	289,359.78	346,956.29	455,448.23	247,440.34	
	TOTAL DEP/CR	314,428.55	388,018.54	379,273.17	507,111.82	401,414.74	
	TOTAL INT/CR	257.95	197.62	451.59	201.33	226.79	
	TOTAL 2021 ACCOUNTS	2,695,410.75	2,794,267.13	2,827,035.60	2,878,900.52	3,033,101.71	
	TOTAL 2020 ACCOUNTS	2,498,095.32	2,507,992.28	2,530,243.83	4,222,013.58	2,766,714.22	
	TOTAL 2019 ACCOUNTS	1,952,778.56	2,154,496.81	2,216,740.65	2,268,526.46	2,560,627.61	
	TOTAL 2018 ACCOUNTS	2,243,850.59	2,643,430.19	2,609,936.21	2,758,682.91	2,787,133.34	
	TOTAL 2017 ACCOUNTS	1,916,629.29	1,856,495.51	1,837,973.49	2,027,530.45	2,363,845.59	
	TOTAL 2016 ACCOUNTS	987,595.88	1,322,980.68	1,116,198.52	1,523,989.77	1,917,756.35	
	TOTAL 2015 ACCOUNTS	1,653,400.33	1,907,317.22	2,079,530.21	2,000,000.74	1,759,581.96	
	TOTAL 2014 ACCOUNTS	2,036,560.85	2,012,766.27	2,053,803.28	2,046,353.56	2,069,077.88	
	TOTAL 2013 ACCOUNTS	2,361,290.03	2,369,419.89	2,376,310.46	2,323,916.46	2,320,709.32	
	TOTAL 2012 ACCOUNTS	2,362,402.55	2,256,299.75	2,246,468.64	2,213,216.49	2,202,233.11	
	2020 VS 2021	197,315.43	286,274.85	296,791.77	(1,343,113.06)	266,387.49	

AGENDA SUMMARY FORM



Regular Minutes:  
 06/08/2021  
 Liquor License Renewal:  
 Paonia Liquor  
 Large Park Event:  
 Top O' the Rockies – BMW Rally  
 Special Events Liquor Permit:  
 Cherry Days –7/2 - 7/4, & BMW Rally 7/15 - 7/17

Summary:

Notes:

No issues noted.  
 All documents provided.

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**  
**June 08, 2021**

**RECORD OF PROCEEDINGS**

The Regular Meeting held Tuesday, June 08, 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=P\\_9avPvKKic](https://www.youtube.com/watch?v=P_9avPvKKic)

**Roll Call**

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

Mayor Bachran told the Board that the Town received notification from the American Rescue Plan for minor cities of a monetary allocation in the amount of \$369,232.79 that will be split between year 2021 and 2022 this will be going towards the water infrastructure.

Trustee Pattison made a request to add the JDS Hydro preliminary water study to the next meeting’s agenda to review the document before the release of the final document and give the Board and public the opportunity to comment and ask questions both Trustee Meck and Trustee Johnson agreed with the request. A Public member suggested that the JDS Hydro engineer make their presentation in person.

- Trustee Pattison moved to add to the next meeting agenda the JDS Hydro water study including any communications regarding modifications to the water study be made public and include it in the packet, seconded by Trustee Johnson. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

Mayor Bachran gave community kudos to a private citizen for purchasing plants that were planted in the Town’s planters on Grand Ave. She also gave thanks to Rio Bravo restaurant, KVNF radio station, and Farm & Home store for watering the plant over the weekends. Another big kudo went out to the Public Works garbage crew for a successful spruce up day in Paonia and stated that the Town will no longer be doing the big red dumpster at the Town Park next year due to the chaotic mess.

**Recognition of Visitors & Guests**

Paige Smith addressed the Board with her concern regarding Public Works Director Loberg and his testing on the B certification. Bill Brunner addressed the Board in regard to why Hawks Haven subdivision is not annexed. Discussion was ensued by Trustee Pattison and Trustee Bear agreed to direct the Finance and Personnel Committee to revisit the Administrator’s progress and goals. Trustee Knutson and Mayor Bachran were not in agreement and stated that it was not necessary at this time. Trustee Pattison addressed Town Attorney Nerlin in regard to what type of personal issues can be discussed at an open meeting vs what needs to happen in an evaluation process or executive meeting if the Board decides not to do the Administrator’s formal evaluation. After several minutes of discussion regarding the interim evaluation for the Administrator,

- Trustee Pattison moved to direct the Finance & Personnel Committee to schedule an interim evaluation of the Administrator at the earliest possible time, seconded by Trustee Bear. A verbal vote was taken with four (4) Trustees voting “Yes,” Trustee Pattison, Trustee Meck, and Trustee Johnson, Trustee Bear and two (2) Trustees voting “No,” Trustee Knutson and Trustee Budinger, motion passed.
- Trustee Bear moved to have a 5 min recess, seconded by Trustee Knutson. A verbal vote was taken with all trustees voting “Yes,” motion passed.
- Recess – 7:10 pm
- Returned to open meeting – 7:15 pm

- Trustee Meck moved to have the consent agenda moved up after recognition of visitors and guest and discuss Cherry Day's first, seconded by Trustee Knutson. A verbal vote was taken with all of the Trustees voting "Yes," motion passed.

### **Consent Agenda**

#### 75<sup>th</sup> annual Cherry Day's event:

Bob Bushta of the Cherry Day's committee addressed the Board and asked to waive fees in the amount of \$525 in exchange for a sponsorship recognizing the Town. After several minutes of discussion regarding the waiving of fees. Trustee Pattison stated that she would like more information of what cost are associated with park events, clean up and extra watering from the staff. Public member Suzanne Watson was concerned with the Board's motion and suggested that the Arbol Market get a refund for theirs too.

- Trustee Meck moved to waive in outstanding Cherry Day's fees for \$525 in lieu of sponsorship as a one (1) time waive for this year only, seconded by Trustee Bear. A verbal vote was taken with all Trustees voting "Yes," motion passed.

#### Regular Minutes:

- May 25, 2021.

#### Liquor License Modification Request:

- Berg Harvest Mercantile.
- Trustee Bear moved to approve the consent agenda as presented, seconded by Trustee Knutson. A verbal vote was taken with all Trustee voting "Yes," motion passed.

### **Staff Reports**

#### Administrator's Report:

Administrator Ferguson was absent for the meeting and her report was included in the packet. Discussion ensued by public member Paige Smith on questions she had regarding the play street and the insurance coverage. Mayor Bachran stated that CIRSA had been contacted and that as long as it is a Town sponsored the Town's CIRSA policy will cover it, and the next process is having a \$75 fee in place and application. Trustee Pattison asked that the Town Administrator provide a detailed plan process of how the parks will get addressed, would like to have a draft timeline of when the unauthorized accessory dwelling units in town will be presented to the Board, under number 2 of the administrator's report Trustee Pattison would like details about the project that will be cut back, and cost associated.

- Trustee Pattison moved to schedule the Western Slope Consulting (Parks Rec & Trails Master Plan) zoom work session meeting for June 17<sup>th</sup> from 5:30 pm to 7:30 pm and the zoom information be made public, seconded by Trustee Meck. A verbal vote was taken with all Trustees voting "Yes," motion passed.

#### Police Report:

Chief of Police was absent for the meeting and the police blotter was included in the packet. Mayor Bachran briefly updated that there has been code enforcement on weeds & brush.

#### Attorney's Report:

Town Attorney Nerlin's report was included in the packet and briefly updated the Board on the North Fork Valley Airport and the next agenda meeting that the representatives from the County will be present a memorandum of understanding regarding the airport was included in the report. Reminded the Board on the upcoming CIRSA training scheduled for June 28 and if they have specific topics, they liked to discuss to let him beforehand.

#### Public Works Report:

Trustee Pattison requested to have updated water spill and treated reported at the next meeting and stated that she received a comment from the public that the fill station water is expensive compared to other areas and people have been going else where to purchase bulk water and would like an analysis of how much it would take to pay off the new equipment based on the

usage. Trustee Bear agreed that it is expensive and pointed that there is a line item in the budget for the fill station that can be looked at in relation to Trustee Pattison's question about cost.

#### Finance Report:

The report was included in the packet. Trustee Pattison had questions regarding the COVID-19 grant funds and would like to have at the next meeting the purchase policy and a statement cost of the police sign that is being purchased with the COVID-19 grant funds.

#### Treasurer's Report:

Treasure King stated that the payroll and disbursements were reviewed, and the Treasurer will be absent from June 21<sup>st</sup> to 28<sup>th</sup> and requested that the Finance & Personnel Committee and the Administrator review and sign checks in his absence.

#### Disbursements

Discussion and concern regarding the Ellen Hansen Smith Center project cost. After several minutes regarding the issue,

- Trustee Bear moved to amend the main motion to pay disbursement by holding the payment of \$11,346.73 to Clisset LLC for the Ellen Hansen Smith Center project and requested that it be brought back to the Board, seconded by Trustee Knutson. A verbal vote was taken with all Trustees voting "Yes," motion passed.
- Trustee Knutson moved to approve disbursements as presented, seconded by Trustee Budinger. A verbal vote was taken with all Trustees voting "Yes," motion passed.

#### Unfinished Business

##### Dark Skies Proposed Ordinance Review:

Aaron Watson told the Board that the Town of Nucla and Naturita received their Dark Skies certification. A brief presentation regarding the difference in lumens and what they look like. Trustee Pattison addressed the greenhouse lighting and the kind of impact this will cause for those who operate one. Aaron Watson addressed the Board that a lighting inventory of the Town lights will need to be done once the ordinance is approved. The Board's direction to Aaron Watson was to re-write the ordinance and review it with the Dark Skies Committee and send it to the Attorney for review to be brought back to the Board for final review and possible approval.

##### Ordinance 2021-03 Board of Appeals:

Town Attorney Nerlin told the Board that their requests from the last meeting were incorporated into the ordinance. Trustee Pattison stated that the language in the document where it has Board of Adjustments needs to be Board of Appeals. Public was concerned with how someone could make an appeal and another member suggested that the Board of Adjustments and Appeals should be separate. After several minutes of discussion on the item,

- Trustee Knutson moved to approve Ordinance 2021-03 Board of Appeals, seconded by Trustee Budinger. A verbal vote was taken with all Trustees voting "Yes," motion passed.

##### DMEA – Franchise Agreement Update:

In the packet was the third reading of the DMEA – Franchise Agreement and notes from staff were also included regarding the case law request. A public member addressed the Board regarding the proper way to amend the DMEA – Franchise Agreement as an ordinance. The motion made by Trustee Budinger to accept agreement failed, and Mayor Bachran stated to get it properly amended as an ordinance. Discussion was made regarding discrimination on Paige 111 section 8-10 and,

- Trustee Knutson moved to include the terms in the non-discrimination paragraph "gender expression and sexual orientation", seconded by Trustee Pattison. A verbal vote was taken with all Trustees voting "Yes," motion passed.

#### New Business

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

Trustee Bear spoke briefly about what was discussed in their Public Works meeting with the Public Works Director and Town Administrator. Issues that were discussed were the following that the 1 million tank is not online and should be brought back according to JDS Hydro, Trustee Pattison requested the following items: all of the data of the 1million tank including treatment, spillage and when it went online/off and wants this to be made available to the public. Trustee Pattison also requested a copy of the DOLA stop work order, a detailed report addressing the reason why JDS Hydro did not have the data they requested available to them under Task 1 section (A), a report from JDS Hydro and Town staff regarding Task 1 section (B) what the reasons were for only having the annual customer metered demand and not what they requested, would like the reason why the project was delayed for 1 year, requested additional information and details regarding Task 2 section (C), Trustee Pattison is not in favor of JDS Hydro looking at only 3-months of data and prefers that they look at 5-years' worth of data. Trustee Bear's motion to approve the JDS-Hydro expenditure of funds proposed fees - Task 1 for \$4,980 and Task 2 for \$4,000 & \$769.49, seconded by Trustee Johnson failed. After several minutes of discussion,

- Trustee Bear moved to approve Task 1 for \$4,980, seconded by Trustee Budinger. A verbal vote was taken with four (4) Trustees voting "Yes," and one (1) Trustee voting "No," Trustee Pattison. Motion passed.
- Trustee Bear moved to request Town staff provide all records and communications produced by JDS Hydro and the Town since the inception of the study and bring back within 30 days to the Board, seconded by Trustee Meck. A verbal vote was taken with all Trustees voting "Yes," motion passed.

Grand Avenue Street Projects – Approval of SGM Engineering Fee Estimate:

Trustee Bear and Trustee Meck gave a brief description of the street project. The engineer will provide a bid package and over see any construction and approve it. This project is estimated to fix approximately two and half (2.5) blocks. The project will begin in July 2021.

- Trustee Bear moved to approve the SGM Engineering fee for the street project for \$10,492, seconded by Trustee Budinger. A verbal vote was taken with trustees voting "Yes," motion passed.

Ordinance 2021-TBD Amended Tree Board Ordinance:

Trustee Meck presented the amended ordinance that she worked on correcting and briefly explained what the changes were. Trustee Pattison suggested revising the code and have all Advisory Board report to the Board.

- Trustee Knutson moved to approve the Ordinance 2021-TBD Amended Tree Board as presented by Trustee Meck, seconded by Trustee Budinger. A verbal vote was taken with all Trustees voting "Yes," motion passed.
- Trustee Knutson moved to continue the agenda for 15 minutes, seconded by Trustee Budinger. A verbal vote was taken with four (4) Trustees voting "Yes," and one (1) Trustee voting "No," Trustee Bear.

Open Meeting's Law Review:

Attorney Nerlin briefly explained the open meeting's law. Trustee Pattison disagrees with the requirement of the open meeting's law and suggested to waive the attorney client privileges specific to the executive session that the Board had for the complaint that Suzann Watson made allowing the attorney to provide more detail of what was discussed in the executive session. Suzann Watson explained what her confusion was when the Board had the executive session regarding her complaint.

- Trustee Pattison moved to waive the Attorney client privileges specific to the executive session held regarding the Suzann Watson's complaint, seconded by Trustee Meck. A verbal vote was taken with four (4) Trustees voting "Yes," Trustee Bear, Trustee Meck, Trustee Pattison, Trustee Johnson and one (1) Trustee voting "No," Trustee Budinger. Trustee Knutson recused himself. Motion passed.

- Trustee Knutson moved to extend the meeting another 15 min, seconded by Trustee Budinger. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

**Employee Health Insurance Annual Renewal:**

Discussion ensued on the employee’s current health insurance will be discontinued in August 2021 and the Finance & Personnel Committee and the Finance Officer Jones briefly explained the details for the options that were presented to the Board. Trustee Pattison suggested that the employees who choose the higher cost plan should pay the difference over 90% and those who choose the lower cost the Town would pay 90% of the plan. Trustee Knutson is not agreement. Finance Officer Jones was asked to give a brief summary of the other multiple insurance providers she had researched. After serval minutes of discussion,

- Trustee Pattison moved to adopt both United Healthcare plans and that the Town will pay 90% of the lower cost plan for all employees and any additional cost related to the higher cost plan would be borne by the employee, seconded by Trustee Johnson. A verbal vote was taken with three (3) Trustees voting “Yes,” Trustee Bear, Trustee Johnson, Trustee Meck, Trustee Pattison and two (2) Trustees voting “No,” Trustee Knutson and Trustee Budinger. Motion passed.
- Trustee Knutson moved to extend the meeting for 5min, seconded by Trustee Budinger. A verbal vote was taken with all Trustees voting “Yes,” motion passed.

**Mayor’s Report**

- Tabled

**Committee Reports**

Finance & Personnel report:

- Tabled.

Governmental Affairs & Public Safety report:

- Tabled.

Public Works-Utilities-Facilities report:

- Tabled.

Tree Board:

- Tabled.

Advisory Water report:

- Tabled

**Adjournment**

The meeting was adjourned by Mayor Bachran at 10:35 pm

---

Amanda Mojarro, Deputy Clerk

---

Mary Bachran, Mayor

**PAONIA LIQUORS**  
**PO Box 342**  
**Paonia CO 81428**

Fees Due		
Renewal Fee		227.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

License Name <b>PAONIA LIQUORS, LLC</b>			Doing Business As Name (DBA) <b>PAONIA LIQUORS</b>	
Liquor License # <b>03-10199</b>	License Type <b>Liquor Store (city)</b>	Sales Tax License #	Expiration Date <b>07/05/2021</b>	Due Date <b>05/21/2021</b>
Business Address <b>4 THIRD STREET Paonia CO 81428</b>			Phone Number <b>9705273131</b>	
Mailing Address <b>PO Box 342 Paonia CO 81428</b>			Email	
Operating Manager <b>Christina Knowles</b>	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

<b>Affirmation &amp; Consent</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
Christina Knowles	owner	
Signature	Date	
Christina Knowles	6-11-21	
<b>Report &amp; Approval of City or County Licensing Authority</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
<b>Therefore this application is approved.</b>		
Local Licensing Authority For	Date	
Town of Paonia		
Signature	Title	Attest
	Mayor.	

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

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

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

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

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

Name (Individual/Business) <u>Paonia Liquors</u>		Social Security Number/Tax Identification Number <u>82-4019008</u>	
Address <u>4 3rd Street</u>			
City <u>Paonia</u>		State <u>CO</u>	Zip <u>81428</u>
Home Phone Number		Business/Work Phone Number <u>970-527-3131</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Christina Knowles</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Christina Knowles</u>			Date signed <u>10-11-21</u>

### Privacy Act Statement

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

**TOWN 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 Bushitz

Organization, if speaking on behalf of a group: BMWCC & Smith Center Board

Is this a request for Board action?  Yes  No

Please provide a summary of your comments:

No organization has contributed more financially than the tens of thousands the BMWCC has given the last 30 years. We're requesting a one year waiver of park fees granted to Pickin in the Park and Cherry Days

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

Corinne regarding paperwork; Will coordinate with Travis and Chief Neal

Contact information:

Name: Robert E Bushitz  
Mailing Address: [Redacted]  
Paonia, CO 81428  
E-mail: [Redacted]  
Daytime Phone: [Redacted]

Office Use Only:  
Received: 6.14.21  
Approved for Agenda: 6.15.21 (ag)  
Board Meeting Date: 6.22.21

## 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 E. Bushta

Organization: Smith Center Board for BMWCC

Mailing Address: [REDACTED] Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant): \_\_\_\_\_

Event Manager Telephone: \_\_\_\_\_

Event Manager E-Mail: bushta@tals.net

**Please describe the event:** This is the 31st Rally held in Paonia (not including last year). The Smith Center board will host the BMWCC & the rally out of the Smith Center

Event Date(s): Wednesday, July 14 Event Hours: Set up day advanced camping starting @ 5PM

Event Date(s): through Event Hours: \_\_\_\_\_

Event Date(s): Sunday, July 18 Event Hours: 24 hours a day through

Event Date(s): \_\_\_\_\_ Event Hours: 10:00 AM Sunday

Annual Top of the Rockies BMW Rally will host 600 (up to 800) motorcycles and campers in the park.

**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. [Panna Cherry Days will provide the Beer Garden]
- 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 will be
  - 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, according to vendors
  - 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. We will work out trash/recycling plan and other park logistics with Travis Leberg

**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 submitted and paid for separately 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 Travis will coordinate roll offs Amount N/A

**Any additional fees submitted (street closure, liquor licensing, etc):**

Type: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Date Submitted 6/14/21 Amount 450

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

**TOTAL FEES SUBMITTED**

\$ 400<sup>00</sup>

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

\* Request fee waiver as established for other events in the summer of 2021

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

- Communication Contacts
- Liability Insurance *to be provided by BMW/MCC (I will forward via email)*  
(\$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 14<sup>th</sup> 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:** at annual meet no chgs

Application is deemed complete and is accepted. Employee Initials CE

Application requires Board of Trustee Approval.

**Hearing Date:** 6.22.21

Comments: no issues - standard event.

# Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be Nonprofit** and **One of the Following** (See back for details.)

- |                                    |  |  |
|------------------------------------|--|--|
| <input type="checkbox"/> Social    | <input type="checkbox"/> Athletic                              | <input type="checkbox"/> Philanthropic Institution           |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge Or Chapter    | <input type="checkbox"/> Political Candidate                 |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution                 |  |

<b>LIAB</b>	<b>Type of Special Event Applicant is Applying for:</b>	<b>DO NOT WRITE IN THIS SPACE</b>
2110	<input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170	<input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <b>Paonia Cherry Days</b>	State Sales Tax Number (Required) <b>32984720</b>
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>P.O. Box 1703 Paonia, CO 81428</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>Paonia Town Park 700 4th Street Paonia, CO 81428</b>
--	--

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
------	---------------	---	--------------

4. Pres./Sec'y of Org. or Political Candidate <b>Robert Eo Bushka</b>	[REDACTED]
--	------------

5. Event Manager <b>- Same -</b>	[REDACTED]
-------------------------------------	------------

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? <input type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
7/2-4/21		11:00 a.m.	10:00 p.m.	7/15-17/21		11:00 a.m.	12:00 a.m.								

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

Signature	Title <b>President Paonia Cherry Days</b>	Date <b>6/4/21</b>
-----------	---	--------------------

**Report and Approval of Local Licensing Authority (City or County)**  
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.  
**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	---	---------------------------------------

Signature	Title	Date
-----------	-------	------

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

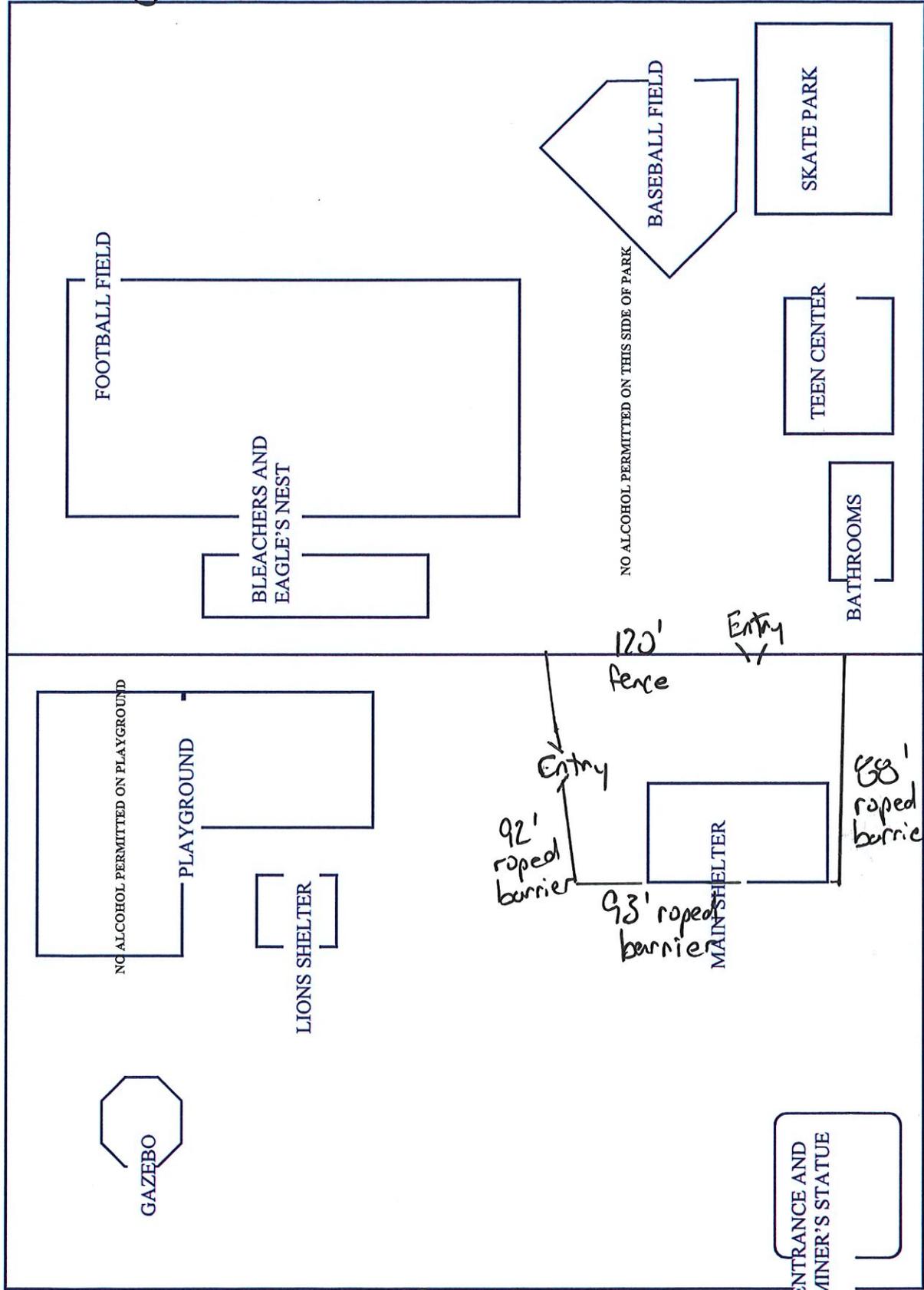
**Liability Information**

License Account Number	Liability Date	State	Total
		-750 (999)	\$

# BMW Rally Special Event Permit (Cherry Days Beer Garden) Liquor Containment

## TOWN PARK MAP

FIFTH STREET



FOURTH STREET

NORTH FORK AVENUE

AGENDA SUMMARY FORM



Professional Engineering Services – Water Infrastructure Analysis Scope of Services – Additional Work to bring the Water Infrastructure Analysis to Final Completion and Discussion with JDS Hydro

Summary:

Notes:

JDS Hydro plans to provide a written document – to be added to the packet upon receipt. Anticipated receipt 6/21/21. Also included for reference is the previously reviewed change order.

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 18, 2021

Town of Paonia  
214 Grand Avenue  
Paonia, CO 81428

**RE: 2020/2021 Town of Paonia Water System Evaluation  
June Board Meeting Notes**

Dear Town of Paonia

On May 10, 2021, JDS-Hydro submitted a draft of its water system analysis report. This report was intended to identify elements of the water system that are inadequate and provide recommendations thereto. The report also includes the preparation of a computerized model of the physical water system, which could be used for conceptualization and decision-making purposes. JDS-Hydro is currently awaiting direction whether to finalize the report based on the data and information it has received to date, or to wait until additional data and information can be collected. The following are notes JDS-Hydro has compiled and offered for the purposes of discussion at a June 22<sup>nd</sup>, 2021 Town of Paonia Board Meeting.

**JDS-Hydro Contract Options**

- **Complete Existing Report:** JDS-Hydro is not proposing any additional fees to “polish” up its existing draft report, which would include an attempt at better organizing and prioritizing next steps.
- **Amending/Updating Report based on three (3) months of new data:** JDS-Hydro proposed amending/updating its existing report with data collected and analyzed over three months. It is recognized that three months of data is very unlikely to result in a report that could be used to base long term capital improvements around. However, three months would still offer improvement to the existing report and may very well support near-term decision making. For example, how much of a priority should evaluating existing meter readings be? Every little bit of data can help focus efforts. Again though, JDS-Hydro also agrees that 3-months of data is insufficient to base any substantial capital improvement upon and would understand if the Town of Paonia would prefer to focus on a longer term data collection effort. The longer term effort could both support a more comprehensive update to the current evaluation while serving as the foundation for a more comprehensive water planning effort for Paonia in the future.
- **Tap Moratorium Change Order (Executed):** Using information collected from a minimum of three months of additionally requested data, JDS-Hydro will draft a technical memorandum that specifically addresses a current Town of Paonia tap moratorium.

**Advisory Meeting Notes**

- Paonia would like an updated list of specific data to be collected for analysis.
- Paonia would like a more focused list of next steps.
- Unaccounted for water: Paonia would like specific direction on conducting water loss analysis.
- How should Paonia prioritize updating/investigating its water rights?
- How realistic is new raw water storage?
- Town of Paonia would like information to conceptualize scope and cost of a master planning effort.

**Board Meeting Notes**

➤ **JDS-Hydro Takeaway**

- Some citizens/trustees were frustrated that more/better data wasn't available.
- Some citizens/trustees were frustrated that after 1+ years since engineering effort began, that deliverable doesn't allow for more confident prioritization of next step efforts

➤ **JDS-Hydro Response**

- Town of Paonia is not facing unique challenges: E.g. Aging infrastructure, financial limitations, (lack of) asset information or management practices.
- JDS-Hydro efforts largely yielded what is to be expected. JDS learned what information is still required for full report while the data collecting effort alerted Town of Paonia staff where it is deficient in regards to current infrastructure.
- While much work remains, the asset inventory effort and hydraulic model produced will be a valuable tool for decision making moving forward.
- While the Town of Paonia is not facing unique challenges, the inherent sophisticated nature of its raw water collection and distribution infrastructure means the investment required in planning, engineering, and capital is likely to be significant
- While their appeared to be a desire to hold public works staff accountable for not providing JDS-Hydro more information, JDS-Hydro would emphasize one of the critical important takeaways from its report was intended to be that the water system is severely understaffed. JDS-Hydro believes that current staff has been overloaded and its efforts herculean to keep the existing water system operating.

### Next Steps

There remains much work to do. This will require investment and patience. The next right steps for the Town of Paonia remain open for discussion. Generally, JDS-Hydro suggests the following next step efforts:

- Decide whether the Town would prefer to complete the existing draft report based on the information JDS-Hydro has already received, or have JDS-Hydro update the report using additional data collected by the Town.
- Develop a timeline for collecting additional information that can be used for making long term investments in the water system.
- Hire *at least* one (1) additional certified water system operator.
- Discuss and prioritize near-term efforts that can be made to ensure/support reliable water service and assure consumer confidence.
- Outline efforts needed for long-term planning of the water system.

To this last point, ‘outline efforts needed for long-term planning’, JDS-Hydro would recommend development of a Capital Improvement Plan and/or Master Plan that accounts for district finances while considering potential future growth. The current water system faces a myriad of challenges, including financial. JDS-Hydro’s efforts in conducting an evaluation of the current Town of Paonia water system has largely served its purpose – it has built a computerized model of the water system to conceptualize and support in identifying system weak-points. Based on the information available, several recommendations are made. It also identifies information that is missing. It is very common that in an evaluation, learning what you don’t know is a valuable outcome. Ultimately, JDS-Hydro’s efforts thus far may very well serve as a launching pad for longer term Capital Improvement Planning.

A Capital Improvement Plan (CIP) is often one part of a Master Plan Format. This is especially true when a community is anticipating future growth. In addition to these notes, JDS-Hydro is also presenting for Town of Paonia ‘Table of Contents’ for two (2) recent studies it has performed for other entities. From these, the Town of Paonia will hopefully see the value in water system evaluation JDS/Paonia has already performed. Additional components of a CIP or Master Plan may include:

- Analysis of the timing and, importantly, location of future growth
- Wastewater system analysis. For many reasons, a community may elect to concurrently evaluate and consider both its water and wastewater systems. In this way, a community may manage community expectations related to water and wastewater service fees increases at the same time.
- Budget planning: Capital improvement efforts done in conjunction with a rate study analysis.



JDS-Hydro has appreciated the opportunity to engage with and learn about the Town of Paonia. We are happy to make ourselves available to answer questions regarding our work in support of the community.

Sincerely,

Doug Schwenke, P.E.; and  
James Starnes, P.E.

**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

	Play Streets Follow-Up		
<p><b>Summary:</b> Attached for review is the application process intended to be used for play street and block party events.</p>			
<p><b>Notes:</b></p> <p>Staff requests Trustee direction of the fee – if any – for a play street event. Commercial street closures are \$25 per hour for a maximum of 5 hours. We realize this may be cost prohibitive for a personal street event or block party. Staff suggests a flat fee per day, should the Board deem, a fee should be assessed.</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 18, 2021



## *Play Streets and Block Parties*

Play streets and block parties are a fun and easy way to build community and get to know your neighbors. Street closures can be hosted on a recurring basis, up to 2 days a month for a maximum of 24 hours per month. Gather your neighbors to hold a block party in your street or turn the street over to the kids for play! With a permit, you can hold your event on your neighborhood non-arterial street. The permit fee is \$35.00 per day.

### **1. Getting started**

The event must be free and open to the public.

The event is for one block only and does not include the intersection of streets.

The street cannot be identified as an emergency or truck route.

The event must occur between the hours of 8am to 8pm.

Bouncy houses, stages, and other large items are prohibited.

### **2. Neighbor notification**

Provide all neighboring property owners of the schedule for your event.

Provide written documentation including the language in the neighborhood notice and signature of neighbors agreeing to event with your application.

### **3. Submit Application**

Complete the Street Use Permit Application.

Submit to Town Clerk for review and next steps.

### **4. Street Closure Requirements**

Town staff will deliver barricades the day before the event.

Barricades must be set no more than 4 feet apart.

Do not block sidewalk crossings at corners of streets.

Include appropriate signage (attached for reference or use).

Within 90 minutes of the end of the event, barricades and any event debris must be cleared and the street re-opened.



**PLAYSTREETS  
APPLICATION**

If this application is approved, and your street is designated as a Playstreet, it shall be closed during the specified hours only for the purpose of conducting a recreation program organized by the person(s) or organization (applicant) named below and sponsored by The Town of Paonia. The applicant shall be responsible for physically closing the street, ensuring that barriers remain in place during the Playstreet hours, and opening the street to regular traffic use on time, as well as for the welfare and safety of its participants. This Playstreet must be supervised by the two adults named below, one or both of whom are members of the organizing entity or are listed as an applicant.

**LOCATION**

Street Name: \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_

Dates/Times for Street Closure (up to two per month): \_\_\_\_\_

**SPONSOR**

Organizing individual(s)/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_ (Cell): \_\_\_\_\_

Persons responsible for supervision of recreation:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

**CHECKLIST FOR SITES (answer as best you can)**

- 1) The street in question is not a main or a two-way artery and does not have high vehicular volume.
- 2) The street is not designated as a truck route, bus route.
- 3) The street does not have commercial establishments, hotels, public buildings, or other activities that would be curtailed or adversely affected.
- 4) The street closure would not interfere with local traffic patterns.
- 5) The physical features and topography (visibility, grades, alignment, open lots) do not create hazards.
- 6) There is no ongoing construction on the street.
- 7) The street in question is not a main or a two-way artery and does not have high vehicular volume.
- 8) The street is not designated as a fire route, bus route or truck route.
- 9) The street is not adjacent to a hospital.
- 10) The street does not have commercial establishments, hotels, public buildings, or other activities that would be curtailed or adversely affected.

**APPROVALS**

***Town Administrator or Designee***

Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

***Chief of Police or Designee***

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

***Public Works Director or Designee:***

Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

AGENDA SUMMARY FORM



Second Read and Possible Adoption – Ordinance 2021-02 – Franchise Agreement Between the Town of Paonia and Delta-Montrose Electric Association

Summary:

Fourth presentation and official second reading of the updated DMEA franchise agreement.

Notes:

Included in the packet is notice regarding franchise fee collection from DMEA.

Currently the Town collects approximately \$40,000 per year in franchise fees from DMEA that is allocated to the Town Streets annual budget.

Possible Motions:

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

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

**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



June 11, 2021

*Sent via email to corrine@townofpaonia.com*

Town of Paonia Board of Trustees  
c/o Corinne Ferguson, Paonia Town Clerk  
214 Grand Avenue  
Paonia, CO 81428

Dear Trustees:

The existing Delta-Montrose Electric Association (DMEA) Franchise Ordinance with the Town of Paonia expires on June 26, 2021. As provided by Colorado law, DMEA will continue to serve the Town and its residents upon expiration of the franchise. However, DMEA is not authorized to continue to collect any franchise fees on behalf of the Town after expiration until a new franchise is granted.

Please note that if the Board of Trustees fails to adopt the proposed franchise renewal at the June 22, 2021 Board of Trustee's Meeting, DMEA will stop collecting franchise fees on behalf of the Town on June 26, 2021. DMEA appreciates its partnership with the Town of Paonia. Please let me know if we can provide any additional assistance before the current franchise agreement expires.

Sincerely,

Jim Heneghan  
Chief Power Supply Officer  
Delta-Montrose Electric Association

Cc: Bo Nerlin  
Jeffrey S. Hurd

AGENDA SUMMARY FORM



North Fork Valley Airport, Town of Paonia – Delta County,  
Memorandum of Understanding – Discussion Only

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 17, 2021

**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**

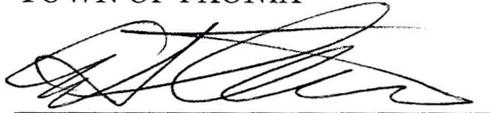
- A. The Town and County have an established MOU for the North Fork Valley Airport executed in September 21, 2009.
- B. The County is negotiating a lease agreement with SBA Towers V, LLC for a wireless communications facility to be located on the property known as the North Fork Valley Airport, located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

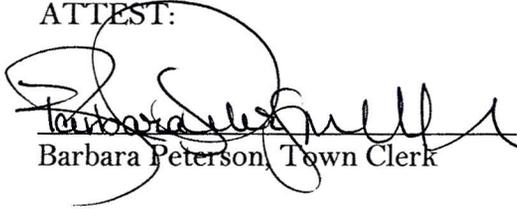
1. Any proceeds from the wireless communications facility lease on the North Fork Valley Airport property, between the County and SBA Towers V, LLC, shall be divided with a  $\frac{3}{4}$  undivided interest (75%) to the Town and a  $\frac{1}{4}$  undivided interest (25%) to the County.
2. The Town shall 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

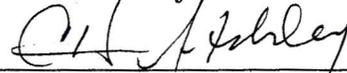
ATTEST:



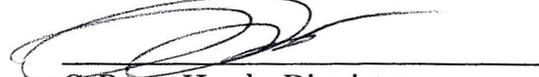
Barbara Peterson, Town Clerk

COUNTY OF DELTA

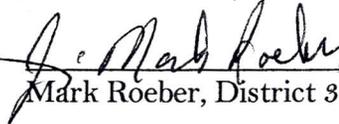
Board of County Commissioners



C. Douglas Atchley, District 1



C. Bruce Hovde, District 2



Mark Roeber, District 3

**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

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

By: Patricia Bliss  
Patricia Bliss, Mayor Pro-Tem

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



091649

	Local Liquor Licenses - Discussion Regarding Distance Restriction		
Summary: Discussion regarding distance restrictions for liquor licensed facilities.			
Notes:  A local bed and breakfast business owner began a discussion with staff several months ago about the process to apply for a Bed and Breakfast permit. This would allow a bed and breakfast to offer complimentary alcohol beverages to their guests only. Currently the Town does not address this use and would need to modify the liquor ordinance to include B&B permits.  As this discussion progressed, interest was given to the possibility to sell local wines to guests as well. This will require a full hotel/restaurant license.  Either way, the B&B who initiated the conversation is less that 500 feet from a school.  Per statute, the Board of Trustees has the authority through ordinance to modify or remove the distance restriction requirement.  Staff requests Board direction on the following: <ul style="list-style-type: none"> <li>• Including language in Code that allows Bed &amp; Breakfast Permit Application</li> <li>• Modify or remove distance restrictions for liquor licensed establishments                         <ol style="list-style-type: none"> <li>1. For all licenses? Only for Bed &amp; Breakfasts/hotels/motels? Others?</li> </ol> </li> </ul>			
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 18, 2021

Bross Hotel Bed & Breakfast  
312 Onarga Ave.  
Paonia, CO 81428  
(970) 527-6776 | brosshotel@paonia.com

J. Corinne Ferguson  
Town of Paonia Administrator/Clerk  
214 Grand Ave.  
Paonia, CO 81428

Re: Bed & Breakfast Liquor Permit

November 17, 2020

Dear Mrs. Ferguson,

Thank you for taking the time to meet with us to discuss our bed & breakfast liquor permit application for the Bross Hotel. We understand that the distance between our property line and the closest boundary of the Energy Tech campus is less than the normal 500-foot requirement by approximately 90 feet; however we would respectfully like to request a modest reduction of this distance restriction in accordance with Section 44-3-313 (1) (d) (III) of the Colorado Liquor Code, which states that “the governing body of any other municipality... may eliminate or reduce the distance restrictions imposed by this subsection (1)(d) for any class of license, or may eliminate one or more types of schools or campuses from the application of any distance restriction established by or pursuant to this subsection”.

Our intent is to serve alcoholic beverages, primarily Colorado-made wine, in an effort to showcase a growing industry in the North Fork Valley while supporting other local merchants and agricultural producers. This will allow the hotel, one of Paonia’s oldest established businesses, to expand its offerings to our guests and remain up-to-date in our amenities. In accordance with the B&B permit rules, we would be serving complimentary beverages, to guests of the hotel only, and during designated hours (we propose 4pm-8pm, after normal school hours).

It is our belief that the spirit and intent of the 500-foot distance rule will still be upheld – the Bross is and always has been an upstanding establishment, a respectful neighbor, and a contributing member of the community. We remain aware of the fact that although the property is commercially zoned and adjacent to the Grand Avenue/Third Street business district, that it is also part of the surrounding residential neighborhood. The attached photo shows the view looking south down Onarga Avenue toward the Bross Hotel from the nearest/southernmost boundary of the Energy Tech property; even in the winter with the leaves down, the sightlines are minimal and there are six properties in between. It is also worth noting that although the 500 feet is calculated from the nearest property line “using a route of direct pedestrian access”, the actual door-to-door distance is approximately 510 feet. Moreover, the distance to the nearest property line of the adjacent Paonia Elementary School is also 510 feet (see attached map).

We thank you in advance for your time, and appreciate you broaching this topic with the Board of Trustees at one of their upcoming meetings.

Sincerely,  
Mike Yengling and Suzanne Tripp  
Innkeepers, Bross Hotel Bed & Breakfast



- Pedestrian path of travel to Energy Tech property line – approx. 410 ft.
- Pedestrian path of travel to Energy Tech, door-to-door – approx. 510 ft.
- Pedestrian path of travel to Paonia Elementary property line – approx. 510 ft.
- Pedestrian path of travel to Paonia Elementary, door-to-door – approx. 1,300 ft. (1/4 mile)



AGENDA SUMMARY FORM

	<p>CVRF Grant - Sign Purchase and Closeout of Grant</p>		
<p><b>Summary:</b> Presentation of the process of researching the sign purchase.</p>			
<p><b>Notes:</b></p> <p>Included in the packet is an explanation of the process to purchase the programmable sign and the spec sheet. Following the final expenditure approval in disbursements the Town will have reached the point of filing our final report to DOLA, requesting reimbursement for the outstanding payments, and closing out the grant. At that point staff will included on an upcoming agenda the final closeout of the grant, listing all expenditures.</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 18, 2021

Chief Ferguson:

I was tasked by Mayor Bachran to investigate and purchase a portable, programmable sign for Town and event use within the remaining balance of the CVRF fund – which was approximately \$16,000, required to be spent by June 30<sup>th</sup>.

Using online search functions, I viewed several portable signs and located one portable sign that was within the budget, and upon research found that the sign could be modified to include a speed radar application that collects downloadable speed data from passing vehicles for approximately an additional \$1300, to be paid through police department funds. The unit also has the capability to be modified with additional police department functions such as in-depth traffic pattern collection data. With the purchase of the mobile sign the police department intends to research the use and feasibility to add the additional features moving forward.

AGENDA SUMMARY FORM



Board of Adjustments/Board of Appeals and Planning Commission –  
Letters of Interest

Summary:

The Planning Commission has one open seat, and the newly formed Board of Appeals seats need to be advertised and filled.

Notes:

Staff recommends all Board of Appeals seats be advertised as open for new terms and appointments as established via Ordinance 2021-03. The ordinance published June 16<sup>th</sup> with an effective date of July 19<sup>th</sup>. Appointments can be on the agenda as early as the second meeting in July.

The Planning Commission has one seat coming open, currently filled by Monica Foguth. Ms. Foguth has shared her desire to continue holding a seat on the Board. Staff recommends the Board approve advertising the opening and encourage Ms. Foguth to apply as well.

Application period to begin Monday, June 28<sup>th</sup> through Thursday July 22<sup>nd</sup>.

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



Resolution 2021-06 Marijuana Licensing & Fee Schedule

Summary:

Included in the packet is the Adopted Marijuana Code Ordinance 2021-01 for reference, the application process, the proposed application, and fee schedule for medical and retail marijuana establishments within the Town of Paonia.

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 18, 2021

**TOWN OF PAONIA, COLORADO  
ORDINANCE NO. 2021-01**

**AN ORDINANCE OF THE TOWN OF PAONIA, COLORADO AMENDING THE  
PAONIA MUNICIPAL CODE CHAPTER SIX ARTICLE 4 CONCERNING THE  
REGULATION AND LICENSING OF MEDICAL AND RETAIL MARIJUANA STORES  
AND REPEALING ARTICLE 3 CONCERNING PROHIBITING MEDICAL  
MARIJUANA STORES**

**WHEREAS**, Section 14 of Article XVIII of the Colorado Constitution, also commonly known as Amendment 20 of 2000, authorizes the medical use of marijuana.

**WHEREAS**, Section 16 of Article XVIII of the Colorado Constitution, also commonly known as Amendment 64 of 2012, authorizes a system of state licensing for businesses engaging in the cultivation, testing, manufacturing and retail sale of marijuana.

**WHEREAS**, Subsection 16(5)(f) of Article XVIII allows localities within their respective jurisdictions: to prohibit state licensing of marijuana establishments; to regulate the time, place and manner in which marijuana establishments may operate; and to limit the total number of marijuana establishments. The authority of localities to prohibit or regulate marijuana stores within their respective jurisdictions, including the authority to engage in local licensing of marijuana establishments, is also reflected in various provisions of the Colorado Retail Code, Article 43.4 of Title 12, C.R.S.; and

**WHEREAS**, at the Special Election held on November 3, 2020 , a majority of the voters of Paonia approved the following two ballot questions:

TOWN OF PAONIA BALLOT ISSUE 2C

SHALL THE ESTABLISHMENT AND OPERATION OF RETAIL AND MEDICAL MARIJUANA STORES BE PERMITTED IN THE TOWN OF PAONIA, COLORADO SUBJECT TO THE REQUIREMENTS OF THE COLORADO RETAIL MARIJUANA CODE AND REGULATIONS SET BY THE BOARD OF TRUSTEES?

TOWN OF PAONIA BALLOT ISSUE 2D

SHALL TOWN OF PAONIA TAXES BE INCREASED BY \$200,000.00 ANNUALLY IN THE FIRST FISCAL YEAR, AND SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, WITH THE LEVY OF AN OCCUPATIONAL TAX OF \$5.00 PER SALES TRANSACTION, EFFECTIVE JANUARY 1, 2021, ON THE SALE OF RETAIL AND MEDICAL MARIJUANA AND MARIJUANA PRODUCTS WITHIN THE TOWN OF PAONIA, WITH THE RESULTING TAX REVENUE USED FOR INFRASTRUCTURE REPAIR AND IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO TOWN STREETS, SIDEWALKS, CURB, GUTTER, DRAINAGE, LANDSCAPING, LIGHTING AND STREETScape AMENITIES, THROUGH 2025, AND THEREAFTER ALLOCATED ANNUALLY BY THE BOARD OF TRUSTEES?

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

Which now must be implemented subject to zoning restrictions set forth in the Municipal Code and the licensing and other limitations, location restrictions and regulations provided for in this ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, as follows:**

Section 1. Chapter 6 of the Paonia Municipal Code is hereby amended to add a new Article 4, to read as follows:

**ARTICLE 4  
PAONIA MARIJUANA CODE**

**Sections:**

<b>6-4-10</b>	<b>Purpose and legislative intent</b>
<b>6-4-20</b>	<b>Defined terms</b>
<b>6-4-30</b>	<b>Effective date; applicability</b>
<b>6-4-40</b>	<b>Local licensing authority</b>
<b>6-4-50</b>	<b>Relationship to Colorado Retail Marijuana Code; other laws</b>
<b>6-4-60</b>	<b>Unlawful acts</b>
<b>6-4-70</b>	<b>Classes of licensing authorized</b>
<b>6-4-80</b>	<b>Screening and response to state license applications</b>
<b>6-4-90</b>	<b>Licensing requirements—provisions applicable to all licenses</b>
<b>6-4-100</b>	<b>Location restrictions and license restrictions</b>
<b>6-4-110</b>	<b>Signs and advertising</b>
<b>6-4-120</b>	<b>Denial for good cause</b>
<b>6-4-130</b>	<b>Transfer of ownership</b>
<b>6-4-140</b>	<b>Change of location; modification of premises</b>
<b>6-4-150</b>	<b>Term of licenses; renewals</b>
<b>6-4-160</b>	<b>Suspension or revocation of license</b>
<b>6-4-170</b>	<b>Operating fees and License Term</b>
<b>6-4-180</b>	<b>Public nuisance</b>
<b>6-4-190</b>	<b>Occupational Tax on the sale of Marijuana</b>
<b>6-4-200</b>	<b>Penalty</b>

**6-4-10 Purpose and legislative intent.** The purpose of this Chapter 6, Article 4 is to exercise the authority of the Town of Paonia to allow state-licensed retail and/or medical marijuana stores to exist in Paonia in accordance with the applicable state laws and regulations as well as the additional local licensing requirements and other restrictions set forth herein. This Chapter is adopted pursuant to the aforesaid constitutional and statutory authority, as well as the Town’s plenary authority as a statutory town to adopt and enforce ordinances under its police power in order to preserve the public health, safety and general welfare and its authority to regulate businesses.

**6-4-20 Defined terms.**

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

The definitions set forth in Subsection 16 (2) of Article XVIII of the Colorado Constitution as well as the Colorado Retail Marijuana Code, § 12-43.4-103, C.R.S., as amended, shall apply equally to this Chapter 6. In addition, the following terms shall have the meanings respectively assigned to them:

A. “Applicant” is an agent under written authority, who applies on behalf of a domestic entity as defined under C.R.S. § 7-90-102(13) to operate a retail and/or medical marijuana store, so long as the written authority is signed by all controlling owners with more than twenty-five percent ownership interest in the domestic entity or its sub entities or an individual, if applying prior to forming a domestic entity.

B. “Block” is piece of land usually bounded on all sides by streets or other transportation routes such as railroad lines, or by physical barriers such as water bodies or public open space and not traversed by a through street. For the purpose of this ordinance, Block shall also include two sides of a municipal street. By way of example, there shall be only one retail and/or medical marijuana store for the 300 block of 2<sup>nd</sup> Street.

C. "Childcare center" means a facility maintained for the care of children under the age of sixteen (16), including, but not limited to, day camps, nursery schools, day care, preschools and playschools. Such facility shall be licensed by the Colorado Department of Human Services.

D. "Colorado Retail Marijuana Code" means Article 43.4 of Title 12 of the Colorado Revised Statutes, as amended, including all Rules promulgated pursuant to the Colorado Retail Marijuana Code as set forth in the Colorado Code of Regulations Department of Revenue Marijuana Enforcement Division 1 CCR 212.2.

E. "Retail marijuana establishment" means a retail marijuana cultivation facility, a retail marijuana products manufacturing facility, or a retail marijuana testing facility.

F. "Retail Marijuana Store" is an entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers, as set forth in Section 16 of XVIII of the Colorado Constitution.

G. "School" means a public or private elementary, middle, junior high, or high school. (Note: "preschools" are included in the Town's definition of "childcare center").

H. “Land Development Regulations” means the zoning and land use regulations as adopted and updated periodically by the Town of Paonia pursuant to Chapter 16 of the Municipal Code.

I. “Marijuana License Cap” is the maximum licenses issued by the Town at any one time being no more than one (1) retail and/or medical marijuana store per commercial block, and no more than six (6) total licenses, and not more than three (3) total locations. At least one location shall be licensed to sell medical marijuana.

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

J. “Medical Marijuana Store” is a person licensed to operate a business under C.R.S. § 44-10-104, as amended, that sells medical marijuana to registered patients or primary caregivers as defined in Section 14 of Article XVIII of the Colorado Constitution, but is not a primary caregiver.

K. “Spot Zoning” The granting to a particular parcel or parcels of land a classification concerning its use that differs from the classification of other land in the immediate adjacent area.

**6-4-30 Effective date; applicability.**

This Article 4 shall be effective thirty (30) days after final adoption and publication in the newspaper of public record; and shall govern all applications submitted to the state licensing authority for licensing of any retail and/or medical marijuana store in the Town under the Colorado Retail Marijuana Code on and after that date.

**6-4-40 Local licensing authority.**

A. The Board of Trustees is hereby designated to act as the local licensing authority for the Town regarding retail and/or medical marijuana stores. Under any and all circumstances in which state law requires communication to the Town by the state licensing authority or any other state agency in regard to the licensing of retail and/or medical marijuana stores by the state, or in which state law requires any review or approval by the Town of any action taken by the state licensing authority, the exclusive authority for receiving such communications and granting such approvals shall be exercised by the Board.

B. Under no circumstances shall the Board of Trustees receive or act upon any application for local licensing of a retail and/or medical marijuana store in circumstances where the state has failed to act in accordance with Section 16 of Article XVIII of the Colorado Constitution, it being the intent of this Article that no retail and/or medical marijuana store may lawfully exist in the Town of Paonia absent the issuance of a state license and full regulatory oversight of the retail and/or medical marijuana store by the state, as well as the Town. Accordingly, the Board shall not receive or act upon any application for licensing submitted independently and in lieu of state licensing if the state fails to act within ninety (90) days on any specific application for licensing of a retail and/or medical marijuana store in accordance with paragraph 16(5)(g)(III) of Article XVIII of the Colorado Constitution.

C. Any decision made by the local licensing authority to grant or deny a license, to revoke or suspend a license, or to renew or not renew a license shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

**6-4-50 Relationship to Colorado Retail Marijuana Code; other laws.**

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

Except as otherwise specifically provided herein, this Article 4 incorporates the requirements and procedures set forth in the Colorado Retail Marijuana Code. In the event of any conflict between the provisions of this Article 4 and the provisions of the Colorado Retail Marijuana Code or any other applicable state or local law, the more restrictive provision shall control, except that the location requirements and restrictions set forth in Section 6-4-100 shall apply in all situations of conflict between such provisions and the provisions of state law or regulation regarding matters where the exercise of discretion by local jurisdictions is granted by the constitution or laws of the State of Colorado.

**6-4-60 Unlawful acts.**

A. It shall be unlawful for any person to operate any retail and/or medical marijuana store in the Town without a license duly issued therefor by the state licensing authority under the Colorado Retail Marijuana Code and compliance with any and all applicable state laws.

B. It shall be unlawful for any person to operate any retail and/or medical marijuana store in the Town without a license duly issued therefor by the Board of Trustees under this Article 4 and compliance with any and all applicable Town laws.

C. It shall be unlawful for any person to engage in any form of business or commerce involving the storage, sale, distribution or consumption of marijuana other than those forms of businesses and commerce that are expressly contemplated by Sections 14 and 16 of Article XVIII of the Colorado Constitution and/or the Colorado Retail Marijuana Code.

D. It shall be unlawful for any licensed retail and/or medical marijuana store to sell, serve, distribute, or initiate the transport of retail and/or medical marijuana or retail and/or medical marijuana products at any time other than between the hours of 8:00 a.m. and 12:00 a.m. daily.

**6-4-70 Classes of licensing authorized.**

The Board, may issue and grant to the applicant a local license from any of the following classes, and the Town hereby authorizes the issuance of the licenses of the following classes by the state licensing authority within the Town, subject to the provisions, limitations and restrictions set forth in this Article 4:

- A. Retail marijuana store.
- B. Medical marijuana store.

(Note: A Retail Marijuana Store may be located on the same licensed premises as a Medical Marijuana Store and may be operated by the same licensee, subject to compliance with all state requirements and the requirements of this Town Marijuana Code, and the issuance of a state license allowing for such co-location.)

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

**6-4-80            Screening and response to state license applications.**

A.     Upon receipt of notice from the state licensing authority of any application for a license under the Colorado Retail Marijuana Code, the Town Clerk shall:

1.     Determine, in consultation with the Town Administrator, or his/her designee, whether the location proposed for licensing complies with any and all applicable zoning and land use laws of the Town, and any and all restrictions on location of retail and/or medical marijuana stores set forth in this Article 4. If the Town makes an initial determination that the proposed license would be in violation of any zoning law or other restriction on location set forth in the Town’s laws, the Town shall, no later than forty-five (45) days from the date the application was originally received by the state licensing authority, notify the state licensing authority and the applicant for state licensing in writing that the application is disapproved by the Town. The failure of the Town to make such a determination upon the initial review of a state license application shall not preclude the Town from later determining that the proposed license is in violation of Town’s zoning laws or any other restriction on location set forth in Town laws and disapprove the issuance of a state or Town license on this basis.

2.     For any application that is not disapproved as provided in paragraph 1 of this Subsection A, the Town shall notify the state licensing authority and the applicant for state licensing in writing that the Town’s further consideration of the application is subject to a local licensing process, and that the Town’s ultimate decision to approve or disapprove the issuance of the state license for a retail and/or medical marijuana store proposed to be located in the Town of Paonia will be subject to the completion of the local licensing process, as set forth in this Article 4, after which the Town will notify the state licensing authority in writing of whether or not the retail and/or medical marijuana store proposed in the application has or has not been approved by the Town.

**6-4-90            Licensing requirements—provisions applicable to all licenses.**

A.     Criteria for licensing. The Board of Trustees shall consider and act upon all local license applications in accordance with the standards and procedures set forth in this Article 4. The Board may deny any application for a license that is not in full compliance with the Colorado Retail Marijuana Code, this Article 4, and any other applicable state or Town law or regulation. The Board also shall deny any application that contains any false or incomplete information.

B.     Application forms and supplemental materials. All applications for local licensing shall be made upon forms provided by the Town and shall include such supplemental materials as required by the Colorado Retail Marijuana Code and rules adopted pursuant thereto, including by way of example: proof of possession of the licensed premises, disclosures related to ownership of the proposed business, fingerprints of the applicants, building plans, and security plans. To the extent any of the foregoing supplemental materials have been included with the applicant’s state license application and forwarded to the Town by the state licensing authority, the Town Clerk may rely upon the information forwarded from the state without requiring re-submittal of the same materials in conjunction with the local license application. The Town

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

may, at the Town's discretion, require additional documentation associated with the application as may be necessary to enforce the requirements of the Colorado Retail Marijuana Code and this Article 4.

C. Tax bond. Before the Board of Trustees issues a Town license to an applicant for a retail and/or medical marijuana store license, the applicant shall procure and file with the Town evidence of good and sufficient bond in the amount of twenty-five thousand dollars (\$25,000) with corporate surety thereon duly licensed to do business with the State of Colorado, approved as to form by the Town's Attorney, and conditioned that the applicant shall report and pay all Town sales and use taxes as provided by law. A corporate surety shall not be required to make payments to the Town claiming under such bond until a final determination of failure to pay taxes due to the Town has been made by the Finance Officer or a court of competent jurisdiction. All bonds required pursuant to this subsection shall be renewed at such times as the bondholder's license is renewed. The renewal may be accomplished through a continuation certificate issued by the surety.

D. Area maps. All applications for retail and/or medical marijuana store licensing submitted pursuant to this Article 4 shall include an area map drawn to scale indicating land uses of other properties within five hundred (500) feet of each boundary of the lot or parcel upon which the applicant proposes a licensed premise. The map shall depict the proximity of the property to be used as the licensed premises to any school or childcare facility of the type referenced in Section 6-4-100.

E. Notice of applications to departments and agencies. Upon receipt of an application for any class of local marijuana store license, the Town Clerk shall give notice of the application to the Town Administrator, the Finance Officer, the Building Official, the Chief of the Paonia Police Department, the Chief of the Paonia Fire Protection District #2 and appropriate county or local health officials. Any applicant for a license under this Article 4 shall obtain any and all necessary permits, licenses and other regulatory approvals from the other affected Town departments and agencies prior to the issuance of a license under this Article 4. The Town also will consider any recommendations made by the Paonia Fire Protection District #2.

F. Background checks and determination of good character and state residency. Prior to the issuance of any local license, the Board of Trustees shall make a finding as to the good moral character of the applicant and compliance with state residency requirements in accordance with the standards and procedures set forth in the Colorado Retail Marijuana Code, pursuant to C.R.S. 44-10-307. In so doing, the Board may incorporate into its findings any findings as to good character and residency previously made by the state licensing authority and rely upon such findings in making its determination. The Board shall not be required to perform a criminal background check if the state licensing authority has already performed a criminal background check on the applicant.

G. A license pursuant to this ordinance does not eliminate the need for the licensee to obtain other Town licenses and permits, including, but not limited to:

1. Any land use approval, if applicable;

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

2. State sales tax license; or
3. Building, mechanical, plumbing, electrical or permit(s).

**6-4-100 Location restrictions and license restrictions**

A. Permitted locations for sales. All retail and/or medical marijuana store licenses shall be issued for a specific fixed location which shall be designated the licensed premises. Except as provided in Subsection D, all sales, deliveries and other transfers of marijuana and marijuana products by a licensee shall be made at or from the licensed premises.

B. Distance from schools. No retail and/or medical marijuana store license shall be granted with respect to a proposed licensed premise that would be located within five hundred (500) feet of any school that existed at the time of the filing of a complete application for a retail and/or medical marijuana store license with the Town Clerk.

C. Distance from certain childcare facilities. No retail and/or medical marijuana store license shall be granted with respect to a proposed licensed premises that would be located within five hundred (500) feet of any licensed residential child care facility, as defined in Title 26 of the Colorado Revised Statutes, that existed at the time of the filing of a complete application for a retail and/or medical marijuana store license with the Town.

D. No mobile facilities and restrictions regarding deliveries.

1. No retail and/or medical marijuana store shall be located in a movable or mobile vehicle or structure.

2. No retail and/or medical marijuana or marijuana product shall be delivered in the Town unless under the following restrictions;

(i) such delivery is by a retail and/or medical marijuana store licensed by the state to another retail and/or medical marijuana store licensed by the state and the Town, and such delivery is specifically permitted by the Colorado Retail Marijuana Code; or

(ii) such delivery is by a retail and/or medical marijuana store licensed by the Town and also license by the state with a retail marijuana transporter license pursuant to C.R.S. 44-10-605 or a medical marijuana transporter license pursuant to C.R.S. 44-10-505.

3. All sales and distribution of marijuana and marijuana products by a licensed retail and/or medical marijuana store shall occur only upon the licensed premises, unless delivered by a licensed retail and/or medical marijuana transporter. However, in no event shall any sale or distribution of a Town licensed retail and/or medical marijuana store shall occur outside the limits of the Town.

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

E. Measurement of distance. Any distance specified in Subsection B or C of this section shall be computed by direct measurement from the nearest property line of the lot or parcel upon which a school or child care facility referenced in Subsection B or C is situated to the nearest property line of the land used or proposed for use as a licensed retail and/or medical marijuana store, using a route of direct pedestrian access, measured as a person would walk safely and properly, without trespassing, with right angles at crossings and with the observance of traffic regulations and lights.

F. Places where retail and/or medical marijuana stores are prohibited. No licensed retail and/or medical marijuana store shall be operated within the boundaries of any residential zone district of the Town as those boundaries exist at the time any complete application for any class of retail and/or medical marijuana store license is filed with the Town Clerk. Retail and/or medical marijuana stores shall only be operated within the boundaries of a C-1 or C-2 commercial zone district of the as those boundaries exist at the time any complete application is filed with the Town Clerk.

G. Any retail and/or medical marijuana licensee and location shall be in compliance with the Town's formula business ordinance, Sec. 16-3-140 of the Town Code.

H. The number of licenses in the Town are limited as follows:

1. The total number of Retail Marijuana Store licenses combined is limited to three (3).

2. The total number of Medical Marijuana Store licenses combined is limited to three (3).

3. A licensee and a licensed facility can have both a Retail Marijuana Store license and a Medical Marijuana Store license. However, a licensee cannot hold more than one (1) Retail Marijuana Store license and not more than one (1) Medical Marijuana Store license.

4. In no event shall there be more than six (6) total licenses, at three (3) locations, issued by the Town. There shall be at least one Medical Marijuana Store.

5. There shall be a maximum of one licensed facility per Block. The Town shall endeavor to prohibit Spot Zoning or the concentration of licenses.

I. All licensees shall put their license(s) to use within sixty (60) days of issuance. Should a license not be put to use sixty (60) days after the issuance date, the license shall be forfeited and revert to the Town. The Town Clerk is granted the authority to effectuate the forfeiture and return of any unused licenses.

#### **6-4-110 Signs and advertising.**

A. Any person or premises licensed as a retail and/or medical marijuana store shall comply with all Town ordinances regulating signs and advertising. In addition, no licensed retail and/or medical marijuana store shall use any advertising material that is misleading, deceptive,

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

or false, or that, as evidenced either by the content of the advertising material or by the medium or the manner in which the advertising is disseminated, is designed to appeal to minors.

B. For purposes of this section, the terms "advertise," "advertising" or "advertisement" mean the act of drawing the public's attention to a retail and/or medical marijuana store or retail and/or medical marijuana products manufacturer in order to promote the sale of retail and/or medical marijuana by the store or the manufacturer.

C. Except as otherwise provided in this Subsection C, it shall be unlawful for any person licensed under this Title or any other person to advertise any retail and/or medical marijuana or retail and/or medical marijuana product anywhere in the Town where the advertisement is visible to members of the public from any street, sidewalk, park or other public place, including advertising utilizing any of the following media: any billboard or other outdoor general advertising device as defined by the zoning code; any sign mounted on a vehicle, any hand-held or other portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. The prohibition set forth in this paragraph shall not apply to:

1. Any sign located on the same zone lot as a retail and/or medical marijuana store which exists solely for the purpose of identifying the location of the retail and/or medical marijuana store and which otherwise complies with the Town's sign code, Chapter 18, Article 6 of the Town Municipal Code, and any other applicable Town laws and regulations; or

2. Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the Town; or

3. Advertising which is purely incidental to sponsorship of a charitable event by a retail and/or medical marijuana store or a retail and/or medical marijuana products manufacturer.

**6-4-120 Denial for good cause.**

A. The Board of Trustees shall have authority to refuse to issue or renew any retail and/or medical marijuana store license for good cause, subject to judicial review. For purposes of this section, the term "good cause" means:

1. The applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of the Colorado Retail Marijuana Code or any rules and regulations promulgated pursuant thereto, or this Title 4 or any rules and regulations promulgated pursuant to this Title;

2. Evidence that the issuance or renewal of the license will adversely impact the health, welfare or public safety of the immediate neighborhood in which the retail and/or medical marijuana store is located or is proposed to be located; or

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

3. Evidence that the licensee or applicant has failed to comply with any special terms or conditions that were placed upon the license pursuant to an order of the State Licensing Authority or an order of the Local Licensing Authority.

B. Any decision of the Board of Trustees to approve or deny any license application shall be in writing, stating the reasons therefor.

**6-4-130 Transfer of ownership.**

Transfer of ownership of any local license issued pursuant to this Article 4 shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code and any regulations adopted pursuant thereto, and the Board of Trustees shall administer transfers of local licenses in the same manner as the state licensing authority administers transfers of state licenses. A license must be held by the licensee for at least one year from the date of issuance by the Local Licensing Authority before it may be transferred.

**6-4-140 Change of location; modification of premises.**

Change of location of any license or any modification of the licensed premises shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code and any regulations adopted pursuant thereto, and the Board of Trustees shall administer applications to change location or modify premises in the same manner as the state licensing authority administers changes of location and modification of premises for state licenses. Any proposed modification and any new location to which an existing licensed business is transferred shall fully comply with the location requirements and the requirements for conformance with current zoning as set forth this Title 4.

**6-4-150 Term of licenses; renewals.**

Any local license issued pursuant to this Title shall be valid for a period of one (1) year from the date of issuance. Any renewal of the license shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code and any regulations adopted pursuant thereto, and the Board of Trustees shall administer license renewals in the same manner as the state licensing authority administers renewals of state licenses. An application for renewal shall be made to Staff not less than sixty (60) days prior to the date of expiration and concurrent with the application for renewal filed with the state licensing authority, as required.

**6-4-160 Suspension or revocation of license.**

A. A license may be suspended or revoked by the Board of Trustees for any of the following reasons:

1. Fraud, misrepresentation, or a false statement of material fact contained in the license application;

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

2. A violation of any Town, State or Federal law or regulation, other than federal law or regulation concerning the production, transportation, possession, sale or distribution of marijuana that conflicts with Amendment 64;

3. A violation of any of the terms and conditions of the license, including any special conditions of approval imposed upon the license;

4. A violation of any of the provisions set forth in this ordinance; or

5. Cessations of operation at the center for more than thirty (30) days.

B. The Town shall notify the licensee of the issuance of a show cause order to suspend or revoke the license. Notice shall be given by mailing a copy or served by the Paonia Police Department of the order to the licensee by registered mail to the address shown on the license. Notice is deemed to have been properly given upon mailing.

C. A hearing shall then be scheduled before the Board of Trustees within forty-five (45) days of the notice of the show cause order. Such hearing may be continued for good cause. The burden of proof at the hearing shall be on the Town.

D. If the Board of Trustees finds a preponderance of the evidence that the allegations in the show cause order are sustained, the Board of Trustees shall issue such order in writing to the licensee within ten (10) days.

E. Upon such findings, the Board of Trustees shall have the power to revoke, suspend, and/or place additional reasonable conditions on the license.

#### **6-4-170 Operating Fees and License Term.**

A. When the application is filed, the applicant shall pay to the Town the applicable application and other fees, as set forth by resolution.

B. Any renewal application filed late will be subject to a late fee and Staff has no authority to waive such late fee.

C. If an application is approved, the applicant shall pay an annual operating fee, if applicable, in such amount as may established from time to time by the Board of Trustees as adopted from time to time by Resolution.

D. Each license issued pursuant to Article 4 shall be valid for a period of one (1) year from the date of issuance and may be renewed as provided in Section 150.

E. All other fees shall be set by and may be subject to amendment via resolution.

F. All fees shall be non-refundable.

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

**6-4-180 Public nuisance.**

A. The unlawful cultivation, manufacturing, sale, offer for sale, or distribution of retail and/or medical marijuana without a license is hereby declared to be a nuisance which may be abated or otherwise dealt with in accordance with the provisions of the Paonia Municipal Code.

**6-4-190 Occupational Tax on the sale of marijuana.**

There shall be an occupational tax of Five Dollars (\$5.00) per sales transaction on the sale of retail and medical marijuana and marijuana products within the Town as further defined in Chapter 4 of the Town Code.

**6-4-200 Penalty.**

Failure to comply with the provisions of this Chapter 6, Article 4, shall constitute a violation, and in addition to being grounds for denial, suspension or revocation of a license, such violation may be punished by a civil penalty of not less than Two Thousand Dollars (\$2,000.00) nor more than Five Thousand Dollars (\$5,000.00), per violation. Each day of noncompliance may constitute a separate violation. Prosecution of a violation of this Chapter 6, Article 4 shall be by the Town Municipal Court.

**Section 2. 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 3. Repeal of Prior Ordinances.**

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

**Section 4. 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 5. Effective Date.**

This Ordinance shall take effect thirty (30) days after passage and publication.

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021

**INTRODUCED, READ AND REFERRED** before the Board of Trustees for the Town of Paonia, Colorado, on the 24<sup>th</sup> day of March, 2021.

**HEARD AND FINALLY ADOPTED** by the Town of Paonia Board of Trustees for the Town of Paonia, Colorado, on the 27<sup>th</sup> day of April, 2021.

**TOWN OF PAONIA**

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

ATTEST:

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

Published: June 2, 2021 in the Delta County Independent In effect: July 3, 2021



### **Marijuana Licensing Process**

- 1) License Availability: Process information and application will be available on the Town website – [TownofPaonia.Colorado.gov](http://TownofPaonia.Colorado.gov) and at Town Hall July 5<sup>th</sup>, 2021.
- 2) Applicant files the Finding of Suitability with the State Licensing Authority and submits proof of submittal to the Town Clerk. If Applicant has already done the Finding of Suitability process with the State Licensing Authority, Applicant will submit to the Town Clerk a copy of the application and the approval from the State.
- 3) Applicant files a complete application, including all documents on the Application Checklist, all required attachments, and all local fees. Applications will be date and time stamped when received and applications will be reviewed in order of receipt. Only one application per site will be accepted. Any incomplete or missing documentation will be given a cure period of 10 business days to be completed. After 10 days if the missing or incomplete items are not corrected, the Application will be disregarded.
- 4) The Board of Trustees, who per Town ordinance operates as the Local Licensing Authority, using the public hearing process will evaluate the Application. The Local Licensing Authority will determine if the applicant meets the requirements, and upon the granting of a license the applicant then must proceed with State licensing.
- 5) The local license will be issued upon the approval of both the Local Licensing Authority and the State licensing authority, and once a Certificate of Occupancy is issued following successful site inspections.

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE TOWN OF PAONIA, COLORADO,  
Approving the Marijuana License Application and the Marijuana Fee Schedule**

**WHEREAS**, the Town of Paonia electors voting at the November 3, 2020 general election authorized the establishment and operation of retail and medical marijuana stores subject to regulations and requirements adopted by the Board of Trustees as necessary for the proper licensing and administration of such retail and medical marijuana stores; and

**WHEREAS**, contemporaneous with this Resolution, the Board of Trustees has adopted a modification to Chapter 6 of the Paonia Municipal Code with the addition of Article 4, Paonia Marijuana Code through Ordinance 2021-01; and

**WHEREAS**, the Board of Trustees directed staff to create the attached Marijuana License Application and the Marijuana Fee Schedule following multiple workshops and public discussion; and

**WHEREAS**, these forms are necessary for the health, safety, and welfare of the public.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Paonia, Colorado that:

1. The Marijuana License Application, attached as Exhibit A, is hereby approved.
2. The Marijuana Fee Schedule, attached as Exhibit B, is hereby approved.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2021 by the Board of Trustees of the Town of Paonia, Colorado.

Attest:

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

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



### Marijuana License Application Checklist

Applications must be complete. Please organize your application documents in the same order as the checklist below and place the checklist on top. Please do not use staples in any documents.

#### Required Documentation

\_\_\_\_\_ Date you filed or will file an application with the Colorado Marijuana Enforcement Division.<sup>1</sup>

\_\_\_\_\_ Town of Paonia Marijuana License Application and all applicable fees

\_\_\_\_\_ A set of fingerprints for each Controlling Owner. Fingerprints may be scheduled and obtained via the Paonia Police Department. Fingerprints will be run for a criminal background check. Please contact the Police Department to schedule at 970-527-4822.

\_\_\_\_\_ Completed copy of State of Colorado Marijuana License Application Packet, including a Site Development Plan

\_\_\_\_\_ Odor mitigation plan

\_\_\_\_\_ Business plan

\_\_\_\_\_ Sign design specifications, including drawings or photos, including size, height and location

\_\_\_\_\_ Proof of Ownership of the proposed location in the name of the business, or a lease in the business name showing possession of one year (deed, lease, rental agreement or other appropriate documentation)

\_\_\_\_\_ Floor plan of the facility, to scale, no larger than 8 ½ x 11-inch paper, identifying walls, fixtures, countertops and entrances

\_\_\_\_\_ Copy of State of Colorado Sales Tax License

\_\_\_\_\_ Articles of Organization and Operating Agreement (if LLC)

\_\_\_\_\_ Articles of Incorporation and Bylaws (if corporation)

\_\_\_\_\_ Certificate of Good Standing from jurisdiction where Entity was formed (must be a U.S. or country that authorizes the sale of marijuana)

\_\_\_\_\_ Documentation evidencing authority for applicant to apply on behalf of owners with more than twenty-five percent (25%) ownership in license

<sup>1</sup> Any Town licensed store must open within sixty days of issuance of license.

Exhibit A

\_\_\_\_ Certification that Applicant and all individual Controlling Owners are not prohibited from becoming a licensee due to violating provisions of C.R.S. 44-10-307



**Marijuana License Application**

**Business Information**

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_ Applicant Email: \_\_\_\_\_

Applicant is:  Agent  Owner

Legal Business/Licensee Name: \_\_\_\_\_

Trade Name (DBA): \_\_\_\_\_

Business is applying for (check all that apply):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Retail Marijuana Store         | <input type="checkbox"/> Medical Marijuana Store | <input type="checkbox"/> Both                  |
| <input type="checkbox"/> Delivery – Medical             | <input type="checkbox"/> Delivery – Retail       | <input type="checkbox"/> Change in Location    |
| <input type="checkbox"/> Change in Entity Structure     | <input type="checkbox"/> License Renewal         | <input type="checkbox"/> Transfer of Ownership |
| <input type="checkbox"/> Major Modification of Premises |  |  |

Business is a:

- Corporation  Individual  Partnership  LLC  Association  Other

Physical Address of Proposed Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Business Website: \_\_\_\_\_

Will you provide online ordering and pick up? \_\_\_\_ Yes \_\_\_\_ No

**Individual Information**

***\*Each Controlling Owner with at least 25% financial interest in the business whose name the license is in, including sub entity owners, must complete this portion of the application and include a copy of valid identification. \****

Full Name: \_\_\_\_\_

Title & Role in the Business: \_\_\_\_\_

Cell/Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Full Physical Address where you reside: \_\_\_\_\_

Dates you have lived at this address: From \_\_\_\_\_ To \_\_\_\_\_

Full Mailing Address, if different: \_\_\_\_\_

List complete physical addresses for past 5 years of residency and dates you resided there:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Have you or any domestic or foreign entity that you had any ownership interest in ever owned or applied for a marijuana license in any jurisdiction?  Yes  No

If yes to the above question, have you ever been subject to any of the following actions: Denial, Surrender, Order to Show Cause, Suspension, Revocation, Settlement or Stipulation? If yes to any action, provide details on a separate sheet, including the jurisdiction, type of action, and date of action.

Have you, or has any domestic or foreign entity that you had any ownership interest in, ever been found to have violated state or local marijuana regulations, or been subject to paid late fees or fines.  Yes  No

If yes to the above question, provide details on a separate sheet, including the jurisdiction, type of action, and date of action.

In the past three years have you, or has any domestic or foreign entity that you had any ownership interest in, been delinquent in the remittance of any local or state sales taxes?  
 Yes  No

If yes to the above question, provide details on a separate sheet, including the jurisdiction and the remediation of the issue.



**Applicant Certification**  
**Applicant / Owner certifies and affirms that (initial all):**

\_\_\_\_\_ I have read Article 4 (ordinance 2021-01) of the Paonia Municipal Code regarding medical and retail marijuana regulations.

\_\_\_\_\_ I am at least 21 years old

\_\_\_\_\_ I understand that the Town of Paonia makes no promises in connection with this application and all application fees are nonrefundable.

\_\_\_\_\_ I understand that federal laws concerning possession and distribution of controlled substances apply and the Town accepts no legal liability for approval and licensing of marijuana stores.

\_\_\_\_\_ I understand that other than personal identifying information, this application and its accompanying documents are subject to Colorado Open Records Act.

\_\_\_\_\_ I understand that no major changes to the license or the licensed premises may occur without a modification to the license, including a change of ownership structure.

\_\_\_\_\_ **I am granted full authority to act concerning this application filed for legal business/licensee on behalf of all controlling owners, including the submittal of this application under written authority, a copy of which has been provided.**

\_\_\_\_\_ **I declare under penalty of perjury that all of the information contained in this application and all attachments are true, correct and complete to the best of my knowledge, information and belief.**

\_\_\_\_\_ **I agree to indemnify and hold the Town harmless from any and all damages in connection with this application, including all damages in connection with this application, including paying for all Town Attorney fees and costs incurred as a result of any damage claim made against the Town.**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_



**Marijuana Licensing Fees**

**Initial Fees**

<b>Medical</b>	<b>Retail</b>
Application Fee - \$5,000	Application Fee - \$5,000
License Fee - \$2,000	License Fee - \$2,000
Delivery Permit (if applicable) - \$500	Delivery Permit (if applicable) - \$500

**Renewal Fees**

<b>Medical</b>	<b>Retail</b>
Renewal Application Fee - \$300	Renewal Application Fee - \$300
License Fee - \$2,000	License Fee - \$2,000
Delivery Permit (if applicable) - \$500	Delivery Permit (if applicable) - \$500

**Other Fees**

<b>Medical</b>	<b>Retail</b>
Transfer of Ownership - \$5,000	Transfer of Ownership - \$5,000
Major Modification of Premises - \$1,500	Major Modification of Premises - \$1,500
Change of Corporate Structure - \$1,000	Change of Corporate Structure - \$1,000
Change of Location - \$3,000	Change of Location - \$3,000

AGENDA SUMMARY FORM

	Dog Registration Fee Waiver Request		
<p><b>Summary:</b> Following discussion with the GAPS Committee staff requests the Board approve the waiving of the dog registration fee for the Cherry Days event at Town Park.</p>			
<p><b>Notes:</b>  The police department will be hosting a booth at Town Park during cherry days and requests Board approval to offer free dog registrations at the event.</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 18, 2021

AGENDA SUMMARY FORM

	Following CVRF Grant Agenda Item		
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:

FOR: 06/22/2021

UBB OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		401,077.56
ACCOUNTS PAYABLE	06/05/2021 - 06/17/2021	(58,010.38)
LOAN PAYMENT		
NORRIS RETIREMENT PAYMENT	SCHEDULED FOR 6/26/21 - Approved 060821	(1,680.00)
CHASE CREDIT CARD	5/23/2021 - Approved 060821	(2,336.42)
AMAZON	6/1/2021 - Approved 060821	(336.56)
TRANSFER TO SUMMIT		(184,616.40)
TRANSFER TO SUMMIT		(50,000.00)
TRANSFER TO PAYROLL	6/18/2021	(25,063.19)
PAYROLL TAXES	6/18/2021	(26,017.68)
BALANCE AFTER PAYMENT		53,016.93

2  
2  
1

UBB SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		628,441.04
TRANSFER FROM OPS		234,616.40
CURRENT FSBC PAYROLL BALANCE		25.00
TRANSFER FROM OPS		25,063.19
PAYROLL (DIRECT DEPOSIT)	6/18/2021	(25,063.19)
BALANCE AFTER PAYMENT		863,082.44

2  
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	418,702.46			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	202,780.73			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	255,051.53			COMBINED FUNDS
	1,598,949.20	1,758,199.56	3,357,148.76	

	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 REQUIRMENT
BRIDGE RESERVE		588,613.82		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		10,397.83		RESTRICTED TO PARK CAPTIAL PROJECT
GRANT PASS THRU	25.00			
INT GRANT		25.00		RESTRICTED LOAN REQUIREMENT
OPS	418,702.46			
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	202,780.73			
CD#3-2578	255,051.53			
	2,037,336.91	1,319,811.85	3,357,148.76	

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	
06/22/2021	987	Black Hills Energy	05-2021	207.46	.00	.00	207.46	✓			UTILITIES
06/22/2021	14	Bolinger & Queen I	91683	15.04	.00	.00	15.04	✓			PARK-LEES IRRIGATION
06/22/2021	14	Bolinger & Queen I	91684	.48	.00	.00	.48	✓			PARK-LEES IRRIGATION
06/22/2021	1126	Brown Hill Enginee	333	1,710.00	.00	.00	1,710.00	✓			MAY 2021 LEASE
06/22/2021	1126	Brown Hill Enginee	357	1,710.00	.00	.00	1,710.00	✓			JUNE 2021 LEASE
06/22/2021	1126	Brown Hill Enginee	384	1,710.00	.00	.00	1,710.00	✓			JULY 2021 LEASE
06/22/2021	21	Caselle, Inc	109938	1,064.00	.00	.00	1,064.00	✓			MONTHLY SOFTWARE FEE
06/22/2021	673	City Of Grand Junc	2021-000741	125.00	.00	.00	125.00	✓			SEWER SAMPLES
06/22/2021	1183	Column Software	13FA3BB9-0	99.20	.00	.00	99.20	✓			ORD 2021-04 TREE BOARD
06/22/2021	1183	Column Software	AB7C11AC-0	175.58	.00	.00	175.58	✓			ORD 2021-03 BOARD OF APPEALS
06/22/2021	1183	Column Software	CCE2BDB2-	43.08	.00	.00	43.08	✓			PARK CONTRACT BIDS
06/22/2021	1183	Column Software	DF9FD63E-0	19.95	.00	.00	19.95	✓			PD AD 4TH-6TH RUN
06/22/2021	1208	Dana Safety Suppl	395200	17,300.00	.00	.00	17,300.00	✓			WANCO MED METROTM MATRIX DISPLAY
06/22/2021	39	Delta County Inde	396357-0512	60.00	.00	.00	60.00	✓			PD CLASSIFIED AD
06/22/2021	43	Delta Montrose Ele	06-2021-P	1,452.69	.00	.00	1,452.69	✓			UTILITIES-PARKS
06/22/2021	43	Delta Montrose Ele	6-2021-W	2,154.67	.00	.00	2,154.67	✓			UTILITIES-WATER
06/22/2021	48	Don's Market	01-1201548	53.42	.00	.00	53.42	✓			PARK SUPPLIES
06/22/2021	48	Don's Market	01-1208265	98.01	.00	.00	98.01	✓			TOWN HALL SUPPLIES
06/22/2021	48	Don's Market	01-1208682	3.39	.00	.00	3.39	✓			SHOP SUPPLIES
06/22/2021	50	Duckworks Auto P	11044-36194	10.79	.00	.00	10.79	✓			TRASH TRUCK
06/22/2021	50	Duckworks Auto P	11044-36265	10.79	.00	.00	10.79	✓			SKID STEER
06/22/2021	986	Elevate Fiber	66210-27171	803.62	.00	.00	803.62	✓			TELEPHONE & INTERNET
06/22/2021	1209	EPC	04/2021-06/2	750.00	.00	.00	750.00	✓			CONTRACT ORC AGREEMENT
06/22/2021	888	Filter Tech System	8943	332.50	.00	.00	332.50	✓			WATER PLANT REPAIR
06/22/2021	1134	Fraser Automotive	052521-OSC	1,817.27	.00	.00	1,817.27	✓			PD VEHICLE-2011 FORD EXPLORER
06/22/2021	803	GALLS, LLC	017986157-0	26.38	.00	.00	26.38	✓			BOOTS (PD)
06/17/2021	467	K-D Flags, LLC	30051	158.60	.00	.00	158.60	✓			US+COLO FLAGS FOR POLOUS PARK
06/22/2021	620	Kevin Cooper	051821	2,541.56	.00	.00	2,541.56	✓			TRASH TRUCK SERVICE+DOT INSPECTION
06/22/2021	645	Mail Services, LLC	1791927	415.16	.00	.00	415.16	✓			BLUE POST CARDS
06/22/2021	1078	Morris Monument	1937	925.00	.00	.00	925.00	✓			TO DATE FOR ADDED ENGRAVING
06/22/2021	1089	NIMTHOR Inc	52528	947.82	.00	.00	947.82	✓			VOC CURE + SEAL
06/22/2021	821	OneTime	70080000-47	8.14	.00	.00	8.14	✓			REFUND OF OVERPAYMENT
06/22/2021	499	Phonz +	11478	152.29	.00	.00	152.29	✓			DISPLAY+CABLE+ADAPTER-COMPUTER PARTS
06/22/2021	520	PR Diamond Prod	0058760-IN	3,660.00	.00	.00	3,660.00	✓			SAW BLADES
06/22/2021	1099	Producers CO-OP	316380	669.00	.00	.00	669.00	✓			UREA
06/22/2021	737	Ricoh USA Inc	35157770	127.42	.00	.00	127.42	✓			COPIER CONTRACT
06/22/2021	145	Robert's Enterprise	060821-260-	1,006.05	.00	.00	1,006.05	✓			CLEAN UP DAYS
06/22/2021	956	SGS North Americ	5216012733	128.07	.00	.00	128.07	✓			SEWER SAMPLES
06/22/2021	1170	Shums Coda Asso	14550	4,930.00	.00	.00	4,930.00	✓			BUILDING INSPECTOR
06/22/2021	152	Southwestern Syst	202873	1,422.00	.00	.00	1,422.00	✓			HYDRO EXCAVATE+JET CLEAN STORM DRAINS
06/22/2021	152	Southwestern Syst	202890	1,509.75	.00	.00	1,509.75	✓			HYDRO EXCAVATE
06/22/2021	156	TDS Telecom	JUNE 2021	320.79	.00	.00	320.79	✓			TELEPHONE & INTERNET
06/22/2021	169	Wagner Equipment	S02W090872	1,360.92	.00	.00	1,360.92	✓			CAT SKID STEER REPAIR
06/22/2021	491	Winwater Corp	058212-03	4,103.40	.00	.00	4,103.40	✓			METER REPLACEMENT
06/22/2021	491	Winwater Corp	059185-01	536.12	.00	.00	536.12	✓			WATER REPAIR
06/22/2021	491	Winwater Corp	059211-01	54.57	.00	.00	54.57	✓			SPRINGLINE REPAIR
06/22/2021	491	Winwater Corp	059244-01	1,281.36	.00	.00	1,281.36	✓			WATER REPAIR
Grand Totals:			47	58,010.38	.00	.00	58,010.38				

Cash Requirements Summary

Employee Number	Name	85-00 Net Pay Emp Amt
1300	Bachran, Mary A	554.10
1301	Bear Jr., William A	277.05
1053	Beardslee, Dominic D	1,615.45
1024	Berger, Brian J	1,372.83
1302	Budinger, Karen A	277.05
1052	Edwards, Roger	1,035.10
1002	Ferguson, J. Corinne	2,144.75
1020	Ferguson, Neil	1,904.57
1022	Hinyard, Patrick	1,456.83
1012	Huffman, Julie J	484.84
1308	Johnson, Michael A	277.05
1001	Jones, Cynthia	1,766.89
1005	Katzer, JoAnn	936.72
1100	King, Ross C	277.05
1303	Knutson, David A	277.05
1050	Loberg, Travis	2,026.93
1055	McCallister, Johnathan M	2,345.56
1305	Meck, Tamie A	277.05
1003	Mojarro-Lopez, Amanda	970.58
1023	Patterson, Taffine A	1,012.66
1304	Pattison, Michelle R	277.05
1054	Redden, Jordan	1,108.47
1051	Reich, Dennis	1,000.15
1021	Winnett, Lorin E	1,387.41

Grand Totals:

24 25,063.19



*DW  
6/15/2021*

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		06/11/2021	74-00	Federal Tax Deposit Social Security	10-0216	1,434.22
2	IRS Tax Deposit		06/11/2021	74-00	Federal Tax Deposit Social Security	10-0216	1,434.22
2	IRS Tax Deposit		06/11/2021	75-00	Federal Tax Deposit Medicare Pay P	10-0216	474.14
2	IRS Tax Deposit		06/11/2021	75-00	Federal Tax Deposit Medicare Pay P	10-0216	474.14
2	IRS Tax Deposit		06/11/2021	76-00	Federal Tax Deposit Federal Withhold	10-0216	2,293.49
Total 2:							6,110.21
<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
4	Aflac		06/11/2021	63-01	Aflac Pre-Tax Pay Period: 6/11/2021	10-0225	120.18
4	Aflac		06/11/2021	63-02	Aflac After Tax Pay Period: 6/11/2021	10-0225	24.90
Total 4:							290.16
<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
6	Colorado Dept of Labor		06/11/2021	98-00	SUTA State Unemployment Tax Pay	10-0218	94.23
Total 6:							579.62
<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
9	Colorado Dept of Revenue		06/11/2021	77-00	State Withholding Tax Pay Period: 6/1	10-0217	978.00
Total 9:							1,980.00
<b>30</b>							
30	Empower Retirement		06/11/2021	51-01	Retirement Plan Retirement Plan Pa	10-0220	797.29
30	Empower Retirement		06/11/2021	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,087.93
30	Empower Retirement		06/11/2021	51-02	Retirement Plan Retirement Loan Pa	10-0220	478.72
Total 30:							2,363.94
<b>33</b>							
33	FPPA - Fire & Police Pensi		06/11/2021	50-00	FPPA Pay Period: 6/11/2021	10-0219	1,069.96
33	FPPA - Fire & Police Pensi		06/11/2021	50-00	FPPA Pay Period: 6/11/2021	10-0219	790.84
33	FPPA - Fire & Police Pensi		06/11/2021	90-00	Death & Disability Pay Period: 6/11/2	10-0219	279.12
Total 33:							2,139.92
<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

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
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
70	Rocky Mountain HMO		06/11/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	252.84
70	Rocky Mountain HMO		06/11/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	104.00
70	Rocky Mountain HMO		06/11/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	405.59
70	Rocky Mountain HMO		06/11/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	163.98
Total 70:							11,455.86
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
71	The Harford		06/11/2021	65-02	Group#013307460001 Hartford Suppl	10-0226	34.91
Total 71:							236.08
73							
73	Delta Dental of Colorado		05/28/2021	60-05	Dental RMHMO - Dental Pay Period:	10-0223	314.92
73	Delta Dental of Colorado		06/11/2021	60-05	Dental RMHMO - Dental Pay Period:	10-0223	314.99
Total 73:							629.91
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
75	VSP Insurance CO (CT)		06/11/2021	60-04	RMHMO - Vision Pay Period: 6/11/20	10-0223	48.85
75	VSP Insurance CO (CT)		06/11/2021	60-04	RMHMO - Vision Pay Period: 6/11/20	10-0223	71.08
Total 75:							231.98
Grand Totals:							26,017.68

*RF* PAK  
 6/15/2021

Report Criteria:

Unpaid transmittals included  
 Begin Date: ALL  
 End Date: ALL

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:

June 15, 2021

## Mayor's Report

### Local Government Coordination Call 6-9-21

- DOLA
  - Housing division has paid \$52 million this year in rental assistance
  - Legislature concluded
    - Lots of housing legislation
    - HB 13-29 for gap financing for housing construction
    - Workforce housing a priority
  - Small cities and town must opt into the portal
    - Will distribute funds within the next 30 days
  - Resource guide for local governments for ARPA funds opportunities
- CDPHE
  - Epi trends
    - Downward trend of cases
    - Hospitalizations not declining as much
    - Highest incidence rates in the country probably due to emphasis on testing across state
  - Vaccine
    - Keeping up
    - 5.8 million doses administered
    - 62% for one dose, 58% for fully vaccinated
    - Huge vaccine campaign going until September
      - Bring vaccines to people
- OEDIT
  - Receiving funding for economic development and job creation
    - Community revitalization program
      - 65 million for revitalization of existing structures
      - Rural Jumpstart Ramp program
        - Tax relief for rural zones business relocation
        - \$20-\$40 thousand for business
        - County must form a Jump Start Zone
      - Meeting and events funds
        - Money for booking events and meetings
        - These monies go to counties
        - Between CTO and vendors

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 15, 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 15, 2021