



TOWN OF PAONIA
TUESDAY, MAY 25, 2021
REGULAR TOWN BOARD MEETING AGENDA
6:30 PM

UNLESS EXEMPT BY CDC GUIDELINES APPROPRIATE FACE COVERINGS ARE REQUIRED WHILE INSIDE THE BUILDING.

IF YOU ARE UNABLE TO WEAR A MASK, PLEASE USE THE TOWN OF PAONIA YOUTUBE CHANNEL TO VIEW THE MEETING.

Roll Call

Approval of Agenda

Announcements

Recognition of Visitors & Guests

Staff Reports

1. Administrator's Report
Town Attorney Report

Treasurer's Report

2. Treasurer's Report

Disbursements

3. Disbursements

Consent Agenda

4. Regular Minutes
May 11, 2021
Liquor License Renewal
Friends of the Paradise Theatre
Special Event Permit:
North Fork Valley Creative Coalition

Unfinished Business

5. Community Member Ethics Complaint
6. DMEA - Franchise Agreement Update
7. Ordinance 2021-03 Board of Appeals

New Business

8. Lot 5 Hawks Haven Subdivision Pre-Annexation Extension Request
9. The Nature Connection & Western Slope Conservation Center - Trail Plan Presentation and In-Kind Request
10. North Fork Valley Creative Coalition - Poulos Park Wall Mural
11. Requirements for Use of Various Areas of Town Park
12. Fund Balance Financial Policy

Mayor's Report

[13.](#) Mayor's Report

Committee Reports

[14.](#) Finance & Personnel

Governmental Affairs & Public Safety

Public Works-Utilities-Facilities

Tree Board

Advisory Water

Adjournment

[15.](#) 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



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: _____ 2nd: _____ vote: _____

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

“Not everything that is faced can be changed, but nothing can be changed until it is faced.” James Baldwin

Administrators Report for May 25, 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. Administrator Recommendation: - I recommend the Board set the June 28th CIRSA Training as a special meeting, to include the requested agenda item discussing the Mayor (and Trustee) roles and responsibilities.
2. The Town Insurance general liability coverage does not cover privately hosted street closures or play-street events that Town is not holding. We are researching alternatives for the Poplar Avenue approved street closure.
- 3.
4. Ms. Gia Fanelli provided written follow-up to statements she made at the 5/11/21 meeting. They are attached after this report.
5. Committee and Advisory meetings continue to be updated on the Town website. Please advise, should you notice any missing or that need updated.

Updates:

1. The required submittal of documents to DOLA for the updated contract agreement will be completed 5/26/21 following disbursements. Additional updates to follow.
2. The May 25th plant tour will be available via the Town website once received from Mr. Jacobson.
3. 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.
4. Director Loberg has resumed ORC duties for the distribution side of the water treatment since successful completion of the updated license test. The next test is scheduled for 9PM June 3rd, which is the first available test date. The test will be administered in the same fashion as prior testing, under video proxy by the CDPHE approved testing entity.
5. The Town continues to operate under a month-to-month ORC (Operator in Responsible Charge) for the treatment side of water treatment. A delegation plan has been submitted to CDPHE. A month-to-month written contract has been provided to CDPHE.
6. Spring Cleanup is underway this week for May 24th to 28th. A roll off dumpster is located in Town Park by the skate park as well.
7. The bulk-fill station has been open since 5/14/21.
8. The Town Attorney and I had a meeting with the Paonia Ditch Company May 11th, prior to the meeting. Follow up to be provided by the Town Attorney.

From the desk of Corinne Ferguson
Town Administrator/Clerk

9. I am out of the office until June 1st. I will have access to email after May 25th if there is a need. I will be absent also for the June 8th meeting.
10. Memorial Day trash services will run Tuesday, June 1st.

Thank you.

Hi Corinne

The thoughts I wanted to get across for the meeting coming up are...

Before the board considers the adoption of 2018 IBC I strongly feel certain builders, contractors, engineers/Architects and especially townspeople need to collaborate and determine exceptions & exemptions for Paonia which strongly represent the historical character of Paonia and its people I also know the fee structure needs to be altered keeping in mind the income disparity of our citizens.

You had mentioned that you had a list of exemptions and or exceptions that would address a lot of unnecessary costs that specific codes and restrictive regulations would incur which I still have not seen. Would you please send it to me ASAP.

The list of concerns I had brought up at the last meeting had to do with the pie graph that Mary did, it is very misleading and I would hope she replaces it with another pie chart that reflects the true statistics!!!
With all do respect Dan should have been removed months ago! I address this in my last paragraph.

I've included the following Board Retreat Goals below that go hand in hand to create a more cohesive efficient process.

Buckets

1 **Administration**- building codes and inspections.

Goal 3 operations objective 1 immediate needs

(5) implement a neighborhood clean up and pride projects

Goal 4 services amenities- objective 3 Prioritize issues, resist temptation to be distracted-if the list of exceptions and exemptions can be completed and amended to the 2018 IBC to have ready for the Board of Appeals then there will be no unnecessary discussion in later meetings. LESS DISTRACTION

Next: call Tim Austin start the process to hire him as local building inspector.

this will solve your other goal...under other important points. (building trust between staff, board and citizens) The board wrote when trust goes up drama goes down.

The townspeople trusted Dan Reardon would be let go back in November of 2020. As of today he is still here and the Mayor has posted an erroneous pie chart that presents him as the peoples choice.

The drama continues at almost every meeting because the people are being played for fools.

Thanks for coming by the laundromat and including my thoughts in the next meeting on the 25th

AGENDA SUMMARY FORM

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

AGENDA SUMMARY FORM

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

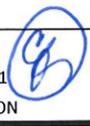
May 10, 2021

AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%		
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
ADMINISTRATION										
10-3101	PROPERTY TAXES	15,662.30	46,130.40	4,829.86	66,622.56	33,526.75	33,095.81	134,107.00	49.68%	(67,484.44)
10-3103	SALES TAX - TOWN	991.00	-	-	991.00	247.75	743.25	991.00	100.00%	-
10-3108	PENALTY & INTEREST	5.64	3.36	1.73	10.73	82.50	(71.77)	330.00	3.25%	(319.27)
10-3109	DELINQUENT TAX	0.05	9.78	3.33	13.16	7.50	5.66	30.00	43.87%	(16.84)
10-3110	ABATEMENTS	434.47	-	-	434.47	-	434.47	-	-	434.47
10-32-01	LIQUOR LICENSES	550.00	-	175.00	725.00	912.50	(187.50)	3,650.00	19.86%	(2,925.00)
12-32-04	SPECIAL REVIEWS	-	-	-	-	250.00	(250.00)	1,000.00	0.00%	(1,000.00)
10-35-04	INTEREST INCOME	368.95	103.05	133.05	605.05	2,600.00	(1,994.95)	10,400.00	5.82%	(9,794.95)
10-35-05	LATE CHARGES	636.00	615.00	819.00	2,070.00	625.00	1,445.00	2,500.00	82.80%	(430.00)
10-35-06	OTHER INCOME	-	-	-	-	-	-	-	-	-
10-35-15	REFUND OF EXPENDITURES	1,431.00	55.40	-	1,486.40	-	1,486.40	-	-	1,486.40
10-35-16	RESTITUTION	-	-	25.15	25.15	1,425.00	(1,399.85)	5,700.00	0.44%	(5,674.85)
10-35-20	GRANT REVENUE	-	-	-	-	-	-	-	-	-
		20,079.41	46,916.99	5,987.12	72,983.52	39,677.00	33,306.52	158,708.00	45.99%	(85,724.48)
10-41-01	MAYOR & TRUSTEES	1,800.00	-	-	1,800.00	1,800.00	-	7,200.00	25.00%	(5,400.00)
10-41-02	TOWN ADMIN/CONTRACT LABOR	-	-	-	-	-	-	-	-	-
10-41-03	SALARIES & WAGES	1,086.28	786.28	781.19	2,653.75	4,565.38	1,911.63	18,261.52	14.53%	(15,607.77)
10-41-04	EMPLOYER FICA	176.36	46.16	46.89	269.41	393.12	123.71	1,572.47	17.13%	(1,303.06)
10-41-05	EMPLOYER MEDICARE	41.26	10.80	10.97	63.03	91.94	28.91	367.75	17.14%	(304.72)
10-41-06	UNEMPLOYMENT TAX	2.31	2.36	2.35	7.02	12.72	5.70	50.89	13.79%	(43.87)
10-41-07	INSURANCE BENEFITS	184.00	184.00	2.17	370.17	1,091.23	721.06	4,364.93	8.48%	(3,994.76)
10-41-08	PENSION BENEFITS	38.80	38.80	38.80	116.40	337.86	221.46	1,351.44	8.61%	(1,235.04)
10-41-10	WORKMENS COMPENSATION	-	-	123.90	123.90	32.75	(91.15)	131.00	94.58%	(7.10)
	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
10-41-15	OFFICE SUPPLIES	653.69	-	26.94	680.63	984.25	303.62	3,937.00	17.29%	(3,256.37)
10-41-16	OPERATING SUPPLIES	55.89	33.36	-	89.25	180.25	91.00	721.00	12.38%	(631.75)
10-41-17	POSTAGE	33.17	-	-	33.17	112.50	79.33	450.00	7.37%	(416.83)
10-41-20	LEGAL SERVICES	5,585.66	5,166.66	-	10,752.32	12,790.00	2,037.68	51,160.00	21.02%	(40,407.68)
	ELECTION	-	-	-	-	-	-	-	-	-
10-41-21	AUDIT & BUDGET EXPENSE	-	-	-	-	1,127.50	1,127.50	4,510.00	0.00%	(4,510.00)
10-41-22	REPAIRS & MAINTENANCE	-	-	-	-	-	-	-	-	-
10-41-25	TOWN HALL EXPENSE	1,501.42	763.95	725.00	2,990.37	2,920.75	(69.62)	11,683.00	25.60%	(8,692.63)
10-41-26	TRAVEL & MEETINGS	-	104.58	44.73	149.31	2,697.50	2,548.19	10,790.00	1.38%	(10,640.69)
10-41-27	INSURANCE & BONDS	-	2,499.78	1,573.10	4,072.88	941.50	(3,131.38)	3,766.00	108.15%	306.88
10-41-28	UTILITIES	231.10	466.93	471.74	1,169.77	1,101.25	(68.52)	4,405.00	26.56%	(3,235.23)
10-41-29	TELEPHONE	235.39	399.19	115.19	749.77	286.75	(463.02)	1,147.00	65.37%	(397.23)
10-41-30	PUBLISHING & ADS	94.37	46.48	-	140.85	375.00	234.15	1,500.00	9.39%	(1,359.15)
10-41-31	DUES & SUBSCRIPTIONS	769.00	125.00	4,623.69	5,517.69	2,425.75	(3,091.94)	9,703.00	56.87%	(4,185.31)
10-41-33	DATA PROCESSING	574.33	703.47	3,116.13	4,393.93	3,431.50	(962.43)	13,726.00	32.01%	(9,332.07)
10-41-43	CULTURAL EVENTS	-	-	-	-	212.50	212.50	850.00	0.00%	(850.00)
10-41-44	HUMAN SERVICES	3,800.00	-	150.00	3,950.00	1,062.50	(2,887.50)	4,250.00	92.94%	(300.00)
10-41-90	TREASURER'S FEE	332.18	978.29	103.40	1,413.87	702.50	(711.37)	2,810.00	50.32%	(1,396.13)
	MISCELLANEOUS	150.00	4,554.42	-	4,704.42	-	(4,704.42)	-	-	4,704.42
	TRANSFERS/GRANT EXP	5,028.00	-	-	5,028.00	-	(5,028.00)	-	-	5,028.00
		22,373.21	16,910.51	11,956.19	51,239.91	39,677.00	(11,562.91)	158,708.00	32.29%	(107,468.09)
		(2,293.80)	30,006.48	(5,969.07)	21,743.61	-	21,743.61	-	-	21,743.61
	BEGINNING RESERVE									
	INCOME	20,079.41	46,916.99	5,987.12	72,983.52	39,677.00	33,306.52	158,708.00		(85,724.48)
	EXPENDITURE	22,373.21	16,910.51	11,956.19	51,239.91	39,677.00	(11,562.91)	158,708.00		(107,468.09)
	ADJUSTMENT									
	NET CHANGE	(2,293.80)	30,006.48	(5,969.07)	21,743.61	-	21,743.61	-		21,743.61
	ENDING RESERVE				21,743.61	-	21,743.61	-		21,743.61

AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%		
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
BUILDING										
12-31-03	SALES TAX - TOWN	1,194.00	-	-	1,194.00	298.50	895.50	1,194.00	0.00%	-
12-32-03	BUILDING PERMITS	1,579.50	335.85	959.35	2,874.70	7,500.00	(4,625.30)	30,000.00	9.58%	(27,125.30)
		2,773.50	335.85	959.35	4,068.70	7,798.50	(3,729.80)	31,194.00	13.04%	(27,125.30)
12-43-03	SALARIES & WAGES	136.98	136.98	136.14	410.10	448.77	38.67	1,795.09	22.85%	(1,384.99)
	CONTRACT LABOR	-	1,005.00	-	1,005.00	6,700.00	5,695.00	26,800.00	3.75%	(25,795.00)
12-43-04	EMPLOYER FICA	8.02	8.02	8.15	24.19	27.73	3.54	110.91	21.81%	(86.72)
12-43-05	EMPLOYER MEDICARE	1.88	1.88	1.91	5.67	6.49	0.82	25.94	21.86%	(20.27)
12-43-06	UNEMPLOYMENT TAX	0.42	0.42	0.42	1.26	1.34	0.08	5.37	23.46%	(4.11)
12-43-07	HEALTH INSURANCE	33.62	33.62	0.41	67.65	103.90	36.25	415.60	16.28%	(347.95)
12-43-08	PENSION	6.76	6.76	6.76	20.28	41.27	20.99	165.09	12.28%	(144.81)
12-43-10	WORKMENS COMPENSATION	-	-	16.20	16.20	4.50	(11.70)	18.00	90.00%	(1.80)
12-43-15	OFFICE SUPPLIES	-	-	-	-	124.25	124.25	497.00	0.00%	(497.00)
12-43-16	OPERATING SUPPLIES	-	-	-	-	-	-	-	-	-
12-43-17	POSTAGE	-	-	-	-	12.50	12.50	50.00	0.00%	(50.00)
12-43-20	LEGAL SERVICES	-	-	-	-	-	-	-	-	-
12-43-23	VEHICLE EXPENSE	-	-	-	-	-	-	-	-	-
12-43-26	TRAVEL & MEETINGS	-	-	-	-	-	-	-	-	-
12-43-27	INSURANCE & BONDS	-	-	777.80	777.80	194.00	(583.80)	776.00	100.23%	1.80
12-43-29	TELEPHONE	-	-	-	-	-	-	-	-	-
12-43-30	PUBLISHING & ADS	-	-	-	-	-	-	-	-	-
12-43-31	DUES & SUBSCRIPTIONS	145.00	-	-	145.00	133.75	(11.25)	535.00	27.10%	(390.00)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
		332.68	1,192.68	947.79	2,473.15	7,798.50	5,325.35	31,194.00	7.93%	(28,720.85)
		2,440.82	(856.83)	11.56	1,595.55	-	1,595.55	-	-	1,595.55
	BEGINNING RESERVE	-	-	-	-	-	-	-	-	-
	INCOME	2,773.50	335.85	959.35	4,068.70	7,798.50	(3,729.80)	31,194.00	-	(27,125.30)
	EXPENDITURE	332.68	1,192.68	947.79	2,473.15	7,798.50	5,325.35	31,194.00	-	(28,720.85)
	ADJUSTMENT	-	-	-	-	-	-	-	-	-
	NET CHANGE	2,440.82	(856.83)	11.56	1,595.55	-	1,595.55	-	-	1,595.55
	ENDING RESERVE	-	-	-	1,595.55	-	-	-	-	1,595.55
	DESIRED	-	-	-	-	-	-	-	-	-
	EXCESS	-	-	-	-	-	-	-	-	-

②

AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%	2021	
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
LAW ENFORCEMENT										
14-31-02	S.O. AUTO TAXES	1,733.29	1,898.52	1,725.52	5,357.33	4,750.00	607.33	19,000.00	28.20%	(13,642.67)
14-31-03	SALES TAX - TOWN	16,530.08	21,258.56	-	37,788.64	43,489.25	(5,700.61)	173,957.00	21.72%	(136,168.36)
14-31-04	SALES TAX - COUNTY	25,091.01	13,869.10	-	38,960.11	31,675.00	7,285.11	126,700.00	30.75%	(87,739.89)
		-	-	-		40,500.00	(40,500.00)	162,000.00	0.00%	(162,000.00)
14-31-06	CIGARETTE TAX	-	416.73	181.00	597.73	350.00	247.73	1,400.00	42.70%	(802.27)
14-32-06	VIN INSPECTIONS	285.00	110.00	65.00	460.00	288.75	171.25	1,155.00	39.83%	(695.00)
14-33-02	MOTOR VEHICLE - \$1.50	205.00	160.25	164.15	529.40	656.25	(126.85)	2,625.00	20.17%	(2,095.60)
14-33-03	MOTOR VEHICLE - \$2.50	325.00	260.00	247.50	832.50	930.00	(97.50)	3,720.00	22.38%	(2,887.50)
14-34-01	COURT FINES	300.00	-	300.00	600.00	100.00	500.00	400.00	150.00%	200.00
14-34-02	POLICE FINES	542.00	4,374.00	1,897.00	6,813.00	4,306.25	2,506.75	17,225.00	39.55%	(10,412.00)
14-34-03	MISCELLANEOUS FINES-BONDS	5.00	5.00	-	10.00	-	10.00	-	-	10.00
	SCHOOL (SRO)	-	-	-	-	2,500.00	(2,500.00)	10,000.00	0.00%	(10,000.00)
14-34-05	DOG TAGS	30.00	45.00	50.00	125.00	75.00	50.00	300.00	41.67%	(175.00)
14-34-50	PD Grant	-	-	-	-	1,350.00	(1,350.00)	5,400.00	0.00%	(5,400.00)
		45,046.38	42,397.16	4,630.17	92,073.71	130,970.50	(38,896.79)	523,882.00	17.58%	(431,808.29)
14-42-02	JUDGE	525.00	525.00	525.00	1,575.00	2,400.00	825.00	9,600.00	16.41%	(8,025.00)
14-42-03	SALARIES & WAGES	24,573.70	21,666.07	22,058.15	68,297.92	80,133.69	11,835.77	320,534.77	21.31%	(252,236.85)
14-42-04	EMPLOYER FICA	136.10	136.11	138.25	410.46	317.42	(93.04)	1,269.67	32.33%	(859.21)
14-42-05	EMPLOYER MEDICARE	344.36	307.29	320.15	971.80	1,167.91	196.11	4,671.64	20.80%	(3,699.84)
14-42-06	UNEMPLOYMENT TAX	75.31	66.59	67.76	209.66	241.64	31.98	966.55	21.69%	(756.89)
14-42-07	INSURANCE BENEFITS	2,302.59	1,851.68	1.54	4,155.81	12,158.29	8,002.48	48,633.17	8.55%	(44,477.36)
	PENSION BENEFITS	450.94	420.88	388.81	1,260.63	-	(1,260.63)	-	-	1,260.63
14-42-10	WORKMENS COMPENSATION	-	-	8,972.49	8,972.49	2,353.75	(6,618.74)	9,415.00	95.30%	(442.51)
14-42-11	FPPA PENSION	1,746.61	1,659.37	1,681.34	5,087.32	6,121.70	1,034.38	24,486.80	20.78%	(19,399.48)
14-42-12	FPPA D & D	616.45	585.66	593.42	1,795.53	2,160.60	365.07	8,642.40	20.78%	(6,846.87)
14-42-15	OFFICE SUPPLES	117.04	-	-	117.04	327.50	210.46	1,310.00	8.93%	(1,192.96)
14-42-16	OPERATING SUPPLIES	233.75	556.85	-	790.60	2,863.25	2,072.65	11,453.00	6.90%	(10,662.40)
14-42-17	POSTAGE	35.97	1.00	-	36.97	58.75	21.78	235.00	15.73%	(198.03)
14-42-20	LEGAL SERVICES	-	-	-	-	625.00	625.00	2,500.00	0.00%	(2,500.00)
14-42-22	REPAIRS & MAINTENANCE	-	-	-	-	90.00	90.00	360.00	0.00%	(360.00)
14-42-23	VEHICLE EXPENSE	852.79	1,901.23	200.00	2,954.02	2,633.75	(320.27)	10,535.00	28.04%	(7,580.98)
14-42-26	TRAVEL & MEETINGS	1,005.00	1,166.37	-	2,171.37	2,375.00	203.63	9,500.00	22.86%	(7,328.63)
14-42-27	INSURANCE & BONDS	-	-	22,658.51	22,658.51	5,554.00	(17,104.51)	22,216.00	101.99%	442.51
14-42-28	UTILITIES	70.20	188.45	242.05	500.70	450.00	(50.70)	1,800.00	27.82%	(1,299.30)
14-42-29	TELEPHONE	453.15	505.79	218.06	1,177.00	816.25	(360.75)	3,265.00	36.05%	(2,088.00)
14-42-30	PUBLISHING & ADS	-	-	-	-	26.00	26.00	104.00	0.00%	(104.00)
14-42-31	DUES & SUBSCRIPTIONS	-	100.00	1,669.08	1,769.08	1,512.50	(256.58)	6,050.00	29.24%	(4,280.92)
14-42-33	Data Processing	2,741.79	4,142.12	5,503.63	12,387.54	6,308.50	(6,079.04)	25,234.00	49.09%	(12,846.46)
	HUMAN SERVICES	400.00	-	-	400.00	275.00	(125.00)	1,100.00	36.36%	(700.00)
14-44-01	VET FEES	-	-	-	-	-	-	-	-	-
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
		36,680.75	35,780.46	65,238.24	137,699.45	130,970.50	(6,728.95)	523,882.00	26.28%	(386,182.55)
		8,365.63	6,616.70	(60,608.07)	(45,625.74)	-	(45,625.74)	-	-	(45,625.74)
	BEGINNING RESERVE									
	INCOME	45,046.38	42,397.16	4,630.17	92,073.71	130,970.50	(38,896.79)	523,882.00		(431,808.29)
	EXPENDITURE	36,680.75	35,780.46	65,238.24	137,699.45	130,970.50	(6,728.95)	523,882.00		(386,182.55)
	ADJUSTMENT									
	NET CHANGE	8,365.63	6,616.70	(60,608.07)	(45,625.74)	-	(45,625.74)	-		(45,625.74)
	ENDING RESERVE				(45,625.74)	-	(45,625.74)	-		(45,625.74)



DRAFT		THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%		
AS OF:	3/31/2021	MARCH	FEBRUARY	JANUARY	2021	3	REMAINING	ORIG	% OF	REMAINING
ACCT NO	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	CUR YTD	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
PARKS										
16-31-03	SALES TAX-TOWN	14,345.08	21,258.56	-	35,603.64	35,157.97	445.67	140,631.88	25.32%	(105,028.24)
16-33-07	SEVERANCE TAX	-	-	-	-	1,250.00	(1,250.00)	5,000.00	0.00%	(5,000.00)
16-33-08	MINERAL LEASING	-	-	-	-	981.25	(981.25)	3,925.00	0.00%	(3,925.00)
16-35-01	RENTS & ROYALTIES	40.00	720.08	-	760.08	2,355.50	(1,595.42)	9,422.00	8.07%	(8,661.92)
16-35-04	GRANT REVENUE	-	-	-	-	-	-	-	-	-
16-35-09	PARK CONTRIBUTIONS	-	-	5,125.00	5,125.00	167.50	4,957.50	670.00	-	4,455.00
16-35-10	OTHER AGENCY CONT RESERVES	-	-	-	-	2,250.00	(2,250.00)	9,000.00	0.00%	(9,000.00)
		-	-	-	-	3,750.00	(3,750.00)	15,000.00	0.00%	(15,000.00)
		14,385.08	21,978.64	5,125.00	41,488.72	45,912.22	(4,423.50)	183,648.88	22.59%	(142,160.16)
16-46-03	SALARIES & WAGES	3,200.46	3,337.94	3,350.93	9,889.33	12,789.56	2,900.23	51,158.25	19.33%	(41,268.92)
16-46-02	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
16-46-04	EMPLOYER FICA	189.99	198.52	203.21	591.72	774.41	182.69	3,097.62	19.10%	(2,505.90)
16-46-05	EMPLOYER MEDICARE	44.47	46.45	47.53	138.45	181.11	42.66	724.44	19.11%	(585.99)
16-46-06	UNEMPLOYMENT TAX	9.61	10.01	9.55	29.17	37.47	8.30	149.88	19.46%	(120.71)
16-46-07	INSURANCE BENEFITS	600.48	599.95	4.86	1,205.29	2,769.33	1,564.04	11,077.33	10.88%	(9,872.04)
16-46-08	PENSION BENEFITS	145.44	141.74	141.79	428.97	846.34	417.37	3,385.36	12.67%	(2,956.39)
16-46-10	WORKMENS COMPENSATION	-	-	1,684.90	1,684.90	442.00	(1,242.90)	1,768.00	95.30%	(83.10)
16-46-15	OFFICE SUPPLIES	-	-	-	-	9.25	9.25	37.00	0.00%	(37.00)
16-46-16	OPERATING SUPPLIES	394.58	37.36	-	431.94	1,635.00	1,203.06	6,540.00	6.60%	(6,108.06)
16-46-17	POSTAGE	-	-	-	-	12.50	12.50	50.00	0.00%	(50.00)
16-46-20	LEGAL	-	-	-	-	-	-	-	-	-
16-46-22	REPAIRS & MAINTENANCE	-	2.26	-	2.26	12,792.25	12,789.99	51,169.00	0.00%	(51,166.74)
16-46-23	VEHICLE EXPENSE	131.80	65.82	-	197.62	287.50	89.88	1,150.00	17.18%	(952.38)
16-46-24	RENTALS	-	-	-	-	212.50	212.50	850.00	0.00%	(850.00)
16-46-25	SHOP EXPENSE	-	-	-	-	270.50	270.50	1,082.00	0.00%	(1,082.00)
16-46-27	INSURANCE & BONDS	-	-	3,801.10	3,801.10	929.50	(2,871.60)	3,718.00	102.24%	83.10
16-46-28	UTILITIES	380.35	632.22	666.57	1,679.14	1,578.00	(101.14)	6,312.00	26.60%	(4,632.86)
16-46-29	TELEPHONE	66.56	34.17	34.17	134.90	204.00	69.10	816.00	16.53%	(681.10)
16-46-30	PUBLISHING & ADS	-	-	-	-	-	-	-	-	-
16-46-32	FEES & PERMITS	100.00	648.45	-	748.45	187.25	(561.20)	749.00	99.93%	(0.55)
16-46-42	CONTRACT SERVICES	-	-	-	-	750.00	750.00	3,000.00	0.00%	(3,000.00)
16-46-70	CAPITAL OUTLAY	-	10,000.00	-	10,000.00	9,203.75	(796.25)	36,815.00	27.16%	(26,815.00)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
		5,263.74	15,754.89	9,944.61	30,963.24	45,912.22	14,948.98	183,648.88	16.86%	(152,685.64)
		9,121.34	6,223.75	(4,819.61)	10,525.48	-	10,525.48	-	-	10,525.48
	BEGINNING RESERVE									
	INCOME	14,385.08	21,978.64	5,125.00	41,488.72	45,912.22	(4,423.50)	183,648.88		(142,160.16)
	EXPENDITURE	5,263.74	15,754.89	9,944.61	30,963.24	45,912.22	14,948.98	183,648.88		(152,685.64)
	ADJUSTMENT									
	NET CHANGE	9,121.34	6,223.75	(4,819.61)	10,525.48	-	10,525.48	-		10,525.48
	ENDING RESERVE				10,525.48	-	10,525.48	-		10,525.48
	DESIRED				15,481.62					
	EXCESS				(4,956.14)					



AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%	2021	
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
STREETS										
20-31-03	SALES TAX-TOWN	-	-	-	-	25,951.75	(25,951.75)	103,807.00	0.00%	(103,807.00)
20-31-05	FRANCHISE TAX	8,463.92	241.10	8,331.97	17,036.99	14,645.00	2,391.99	58,580.00	29.08%	(41,543.01)
20-32-02	MISCELLANEOUS PERMITS	260.00	120.00	50.00	430.00	437.50	(7.50)	1,750.00	24.57%	(1,320.00)
20-33-01	HIGHWAY USERS TAX	3,343.80	3,360.36	-	6,704.16	11,027.75	(4,323.59)	44,111.00	15.20%	(37,406.84)
20-33-10	ROAD & BRIDGE	941.02	2,771.59	290.19	4,002.80	1,625.00	2,377.80	6,500.00	61.58%	(2,497.20)
20-35-02	MOTOR FUEL TAX REFUNDS	-	-	-	-	387.50	(387.50)	1,550.00	0.00%	(1,550.00)
		13,008.74	6,493.05	8,672.16	28,173.95	54,074.50	(25,900.55)	216,298.00	13.03%	(188,124.05)
20-45-03	SALARIES & WAGES	4,488.93	4,656.85	4,660.27	13,806.05	20,384.68	6,578.63	81,538.70	16.93%	(67,732.65)
20-45-04	EMPLOYER FICA	267.02	277.43	282.85	827.30	1,234.07	406.77	4,936.27	16.76%	(4,108.97)
20-45-05	EMPLOYER MEDICARE	62.45	64.90	66.17	193.52	288.61	95.09	1,154.45	16.76%	(960.93)
20-45-06	UNEMPLOYMENT TAX	13.50	13.98	13.29	40.77	59.71	18.94	238.85	17.07%	(198.08)
20-45-07	INSURANCE BENEFITS	823.06	822.03	6.43	1,651.52	6,040.43	4,388.91	24,161.73	6.84%	(22,510.21)
20-45-08	PENSION BENEFITS	197.92	190.52	190.61	579.05	-	(579.05)	-	-	579.05
20-45-10	WORKMENS COMPENSATION	-	-	3,305.00	3,305.00	867.00	(2,438.00)	3,468.00	95.30%	(163.00)
20-45-15	OFFICE SUPPLIES	-	-	-	-	7.50	7.50	30.00	0.00%	(30.00)
20-45-16	OPERATING SUPPLIES	4.29	2.56	-	6.85	210.00	203.15	840.00	0.82%	(833.15)
20-45-17	POSTAGE	-	-	-	-	47.50	47.50	190.00	0.00%	(190.00)
20-45-20	LEGAL & ENG SERVICES	-	-	-	-	-	-	-	-	-
20-45-22	REPAIRS & MAINTENANCE	636.48	-	-	636.48	3,179.00	2,542.52	12,716.00	5.01%	(12,079.52)
20-45-23	VEHICLE EXPENSE	782.60	613.58	-	1,396.18	1,788.75	392.57	7,155.00	19.51%	(5,758.82)
20-45-24	RENTALS	-	-	-	-	-	-	-	-	-
20-45-25	SHOP EXPENSE	784.93	186.64	9.31	980.88	469.75	(511.13)	1,879.00	52.20%	(898.12)
20-45-26	TRAVEL & MEETINGS	-	-	-	-	-	-	-	-	-
20-45-27	INSURANCE & BONDS	-	55.75	3,192.00	3,247.75	829.25	(2,418.50)	3,317.00	97.91%	(69.25)
20-45-28	UTILITIES	753.85	960.10	1,046.35	2,760.30	2,691.25	(69.05)	10,765.00	25.64%	(8,004.70)
20-45-43	STREET LIGHTING	-	-	-	-	-	-	-	-	-
20-45-29	TELEPHONE	66.56	55.75	34.17	156.48	187.75	31.27	751.00	20.84%	(594.52)
20-45-30	PUBLISHING & ADS	-	-	-	-	-	-	-	-	-
20-45-31	DUES & SUBSCRIPTIONS	-	-	-	-	-	-	-	-	-
20-45-42	SNOW REMOVAL	1,550.19	141.33	33.54	1,725.06	2,039.25	314.19	8,157.00	21.15%	(6,431.94)
20-45-70	CAPITAL OUTLAY	-	-	-	-	13,750.00	13,750.00	55,000.00	0.00%	(55,000.00)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
		10,431.78	8,041.42	12,839.99	31,313.19	54,074.50	22,761.31	216,298.00	14.48%	(184,984.81)
		2,576.96	(1,548.37)	(4,167.83)	(3,139.24)	-	(3,139.24)	-	-	(373,108.86)
	BEGINNING RESERVE									
	INCOME	13,008.74	6,493.05	8,672.16	28,173.95	54,074.50	(25,900.55)	216,298.00		(188,124.05)
	EXPENDITURE	10,431.78	8,041.42	12,839.99	31,313.19	54,074.50	22,761.31	216,298.00		(184,984.81)
	ADJUSTMENT									
	NET CHANGE	2,576.96	(1,548.37)	(4,167.83)	(3,139.24)	-	(3,139.24)	-		(3,139.24)
	ENDING RESERVE				(3,139.24)	-	(3,139.24)	-		(3,139.24)
	DESIRED				15,656.60					
	EXCESS				(18,795.84)					

4

AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	REMAINING BUDGET	2021	25%	REMAINING BUDGET
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET		ORIG BUDGET	% OF BUDGET	
STREET-CAPITAL IMPROVEMENT										
22-31-05	IMPACT FEE	4,114.95	4,357.68	4,315.61	12,788.24	15,455.50	(2,667.26)	61,822.00	20.69%	(49,033.76)
22-35-04	SALES TAX - TOWN	-	-	-	-	-	-	-	-	-
	MARIJUANA REVENUE	-	-	-	-	6,250.00	(6,250.00)	25,000.00	0.00%	(25,000.00)
22-33-01	HIGHWAY USER TAX	-	-	-	-	-	-	-	-	-
	TRANSFER	-	-	-	-	44,293.25	(44,293.25)	177,173.00	0.00%	(177,173.00)
	RESERVES	-	-	-	-	12,751.25	(12,751.25)	51,005.00	-	(51,005.00)
		4,114.95	4,357.68	4,315.61	12,788.24	78,750.00	(65,961.76)	315,000.00	-	(302,211.76)
	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
22-45-22	REPAIRS & MAINTENANCE	-	-	-	-	78,750.00	78,750.00	315,000.00	0.00%	(315,000.00)
22-45-99	TRANSFER	-	-	-	-	-	-	-	-	-
		-	-	-	-	78,750.00	78,750.00	315,000.00	-	(315,000.00)
		4,114.95	4,357.68	4,315.61	12,788.24	-	12,788.24	-	-	12,788.24
	BEGINNING RESERVE	-	-	-	-	-	-	-	-	-
	INCOME	4,114.95	4,357.68	4,315.61	12,788.24	78,750.00	(65,961.76)	315,000.00	-	(302,211.76)
	EXPENDITURE	-	-	-	-	78,750.00	78,750.00	315,000.00	-	(315,000.00)
	ADJUSTMENT	-	-	-	-	-	-	-	-	-
	NET CHANGE	4,114.95	4,357.68	4,315.61	12,788.24	-	12,788.24	-	-	12,788.24
	ENDING RESERVE	-	-	-	12,788.24	-	12,788.24	-	-	12,788.24
BRIDGE										
24-35-04	INTEREST INCOME	32.41	38.83	52.69	123.93	1,750.00	(1,626.07)	7,000.00	1.77%	(6,876.07)
24-35-13	BRIDGE REVENUE	-	-	-	-	10,000.00	(10,000.00)	40,000.00	0.00%	(40,000.00)
		32.41	38.83	52.69	123.93	11,750.00	(11,626.07)	47,000.00	0.26%	(46,876.07)
24-45-22	REPAIRS & MAINTENANCE	-	-	-	-	12,500.00	12,500.00	50,000.00	0.00%	(50,000.00)
		-	-	-	-	12,500.00	12,500.00	50,000.00	0.00%	(50,000.00)
		32.41	38.83	52.69	123.93	(750.00)	873.93	(3,000.00)	-	3,123.93
	BEGINNING RESERVE	-	-	-	-	-	-	-	-	-
	INCOME	32.41	38.83	52.69	123.93	11,750.00	(11,626.07)	47,000.00	-	(46,876.07)
	EXPENDITURE	-	-	-	-	12,500.00	12,500.00	50,000.00	-	(50,000.00)
	NET CHANGE	32.41	38.83	52.69	123.93	(750.00)	873.93	(3,000.00)	-	3,123.93
	ENDING RESERVE	-	-	-	123.93	(750.00)	873.93	(3,000.00)	-	3,123.93
SIDEWALK										
26-30-01	SIDEWALK REVENUE	2,387.43	2,602.94	2,600.61	7,590.98	7,758.50	(167.52)	31,034.00	24.46%	(23,443.02)
		2,387.43	2,602.94	2,600.61	7,590.98	7,758.50	(167.52)	31,034.00	24.46%	(23,443.02)
26-45-15	OFFICE SUPPLIES	-	-	-	-	-	-	-	-	-
26-45-20	LEGAL SERVICES	-	-	-	-	-	-	-	-	-
26-45-22	REPAIRS & MAINTENANCE	-	-	-	-	7,758.50	7,758.50	31,034.00	0.00%	(31,034.00)
26-45-30	PUBLISHING & ADS	-	-	-	-	-	-	-	-	-
26-49-99	TRANSFERS	-	-	-	-	-	-	-	-	-
		-	-	-	-	7,758.50	7,758.50	31,034.00	0.00%	(31,034.00)
		2,387.43	2,602.94	2,600.61	7,590.98	-	7,590.98	-	-	7,590.98
	BEGINNING RESERVE	-	-	-	-	-	-	-	-	-
	INCOME	2,387.43	2,602.94	2,600.61	7,590.98	7,758.50	(167.52)	31,034.00	-	(23,443.02)
	EXPENDITURE	-	-	-	-	7,758.50	7,758.50	31,034.00	-	(31,034.00)
	NET CHANGE	2,387.43	2,602.94	2,600.61	7,590.98	-	7,590.98	-	-	7,590.98
	ENDING RESERVE	-	-	-	7,590.98	-	7,590.98	-	-	7,590.98

AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%	2021	
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
SPACE2CREATE										
32-35-01	BOETTCHER GRANT	-	-	-	-	-	-	-	-	
32-35-02	DOLA GRANT	-	-	-	-	-	-	-	-	
	CCI	-	-	-	-	-	-	-	-	
32-35-05	INTEREST	1.68	1.52	1.68	4.88	7.50	(2.62)	30.00	16.27%	(25.12)
32-35-09	S2C CONTRIBUTIONS RESERVES	-	-	-	-	-	-	-	-	-
		-	-	-	-	3,290.89	(3,290.89)	13,163.57	0.00%	(13,163.57)
		1.68	1.52	1.68	4.88	3,298.39	(3,293.51)	13,193.57	0.04%	(13,188.69)
32-50-02	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
32-50-15	OFFICE SUPPLIES	-	-	-	-	-	-	-	-	-
32-50-17		-	-	-	-	-	-	-	-	-
32-50-22	STUDIES	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
32-50-26	TRAVEL & MEETINGS	-	-	-	-	-	-	-	-	-
32-50-30	PUBLISHING & ADS	-	1,250.00	-	1,250.00	3,298.39	2,048.39	13,193.57	9.47%	(11,943.57)
		-	1,250.00	-	1,250.00	3,298.39	2,048.39	13,193.57	9.47%	(11,943.57)
		1.68	(1,248.48)	1.68	(1,245.12)	-	(1,245.12)	-	-	(1,245.12)
	BEGINNING RESERVE					-	-	-	-	-
	INCOME	1.68	1.52	1.68	4.88	3,298.39	(3,293.51)	13,193.57		(13,188.69)
	EXPENDITURE	-	1,250.00	-	1,250.00	3,298.39	2,048.39	13,193.57		(11,943.57)
	NET CHANGE	1.68	(1,248.48)	1.68	(1,245.12)	-	(1,245.12)	-		(1,245.12)
	ENDING RESERVE				(1,245.12)	-	(1,245.12)	-		(1,245.12)
CONSERVATION TRUST FUND										
40-38-01	CONSERVATION TRUST-REV.	2,080.96	-	-	2,080.96	1,873.00	207.96	7,492.00	27.78%	(5,411.04)
40-38-02	INTEREST	1.06	0.96	1.06	3.08	0.75	2.33	3.00	102.67%	0.08
	RESERVES	-	-	-	-	1,584.42	(1,584.42)	6,337.67	0.00%	(6,337.67)
		2,082.02	0.96	1.06	2,084.04	3,458.17	(1,374.13)	13,832.67	15.07%	(11,748.63)
40-46-20	EXPENDITURES-CONS. TRUST	-	-	-	-	3,458.17	3,458.17	13,832.67	0.00%	(13,832.67)
		-	-	-	-	3,458.17	3,458.17	13,832.67	0.00%	(13,832.67)
		2,082.02	0.96	1.06	2,084.04	-	2,084.04	-	-	2,084.04
	BEGINNING RESERVE					-	-	-	-	-
	INCOME	2,082.02	0.96	1.06	2,084.04	3,458.17	(1,374.13)	13,832.67		(11,748.63)
	EXPENDITURE	-	-	-	-	3,458.17	3,458.17	13,832.67		(13,832.67)
	NET CHANGE	2,082.02	0.96	1.06	2,084.04	-	2,084.04	-		2,084.04
	ENDING RESERVE				2,084.04	-	2,084.04	-		2,084.04
CAPITAL IMPROVEMENT										
50-31-03	SALES TAX - CAP IMP	16,530.09	21,258.55	-	37,788.64	52,572.50	(14,783.86)	210,290.00	17.97%	(172,501.36)
50-31-06	AIRPORT REVENUE	-	637.50	637.50	1,275.00	1,912.50	(637.50)	7,650.00	16.67%	(6,375.00)
50-31-13	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	-	-
	RESERVES	-	-	-	-	67,146.62	(67,146.62)	268,586.49	0.00%	(268,586.49)
		16,530.09	21,896.05	637.50	39,063.64	121,631.62	(82,567.98)	486,526.49	8.03%	(447,462.85)
50-70-20	CAPITAL OUTLAY	7,256.80	2,958.99	26,924.46	37,140.25	77,338.26	40,198.01	309,353.03	12.01%	(272,212.78)
50-70-99	Transfer Out	-	-	-	-	44,293.37	44,293.37	177,173.46	0.00%	(177,173.46)
		7,256.80	2,958.99	26,924.46	37,140.25	121,631.62	84,491.37	486,526.49	7.63%	(449,386.24)
		9,273.29	18,937.06	(26,286.96)	1,923.39	-	(167,059.36)	-	-	1,923.39
	BEGINNING RESERVE					-	-	-	-	-
	INCOME	16,530.09	21,896.05	637.50	39,063.64	121,631.62	(82,567.98)	486,526.49		(447,462.85)
	EXPENDITURE	7,256.80	2,958.99	26,924.46	37,140.25	121,631.62	84,491.37	486,526.49		(449,386.24)
	NET CHANGE	9,273.29	18,937.06	(26,286.96)	1,923.39	-	1,923.39	-		1,923.39
	ENDING RESERVE				1,923.39	-	1,923.39	-		1,923.39

AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	REMAINING BUDGET	2021	25%	REMAINING BUDGET
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET		ORIG BUDGET	% OF BUDGET	
WATER										
60-36-01	WATER CHARGES-RECEIVED	68,037.80	75,813.05	74,256.58	218,107.43	298,373.50	(80,266.07)	1,193,494.00	18.27%	(975,386.57)
60-36-02	WATER TAPS	500.00	500.00	500.00	1,500.00	-	1,500.00	-		1,500.00
60-36-03	SALES & SERVICES	425.00	375.00	625.00	1,425.00	1,125.00	300.00	4,500.00	31.67%	(3,075.00)
60-36-04	STANDBY TAP FEES	3,852.31	4,044.00	4,044.00	11,940.31	14,121.00	(2,180.69)	56,484.00	21.14%	(44,543.69)
60-36-05	WATER TANK MONEY	-	-	2.00	2.00	1,350.00	(1,348.00)	5,400.00	0.04%	(5,398.00)
60-36-09	PENALTIES	-	-	-	-	250.00	(250.00)	1,000.00	0.00%	(1,000.00)
60-36-12	RENTS	-	-	-	-	250.00	(250.00)	1,000.00	0.00%	(1,000.00)
60-36-30	GRANT FUNDS	-	-	-	-	-	-	-		-
	MISCELLANEOUS	-	-	-	-	-	-	-		-
		72,815.11	80,732.05	79,427.58	232,974.74	315,469.50	(82,494.76)	1,261,878.00	18.46%	(1,028,903.26)
60-50-02	TRUSTEES/ADMIN SALARIES	300.00	-	-	300.00	-	(300.00)	-		300.00
60-50-03	SALARIES & WAGES	10,708.67	10,426.08	10,251.96	31,386.71	35,879.42	4,492.71	143,517.69	21.87%	(112,130.98)
60-50-04	EMPLOYER FICA	645.76	609.63	614.40	1,869.79	2,076.48	206.69	8,305.92	22.51%	(6,436.13)
60-50-05	EMPLOYER MEDICARE	151.03	142.58	143.70	437.31	515.26	77.95	2,061.04	21.22%	(1,623.73)
60-50-06	UNEMPLOYMENT TAX	32.11	31.29	30.17	93.57	105.71	12.14	422.82	22.13%	(329.25)
60-50-07	INSURANCE BENEFITS	2,421.75	2,417.64	23.00	4,862.39	11,822.88	6,960.49	47,291.53	10.28%	(42,429.14)
60-50-08	PENSION BENEFITS	452.22	422.62	422.62	1,297.46	-	(1,297.46)	-		1,297.46
	CONTRACT LABOR	-	-	-	-	-	-	-		-
60-50-10	WORKMENS COMPENSATION	-	-	3,068.18	3,068.18	805.00	(2,263.18)	3,220.00	95.29%	(151.82)
60-50-15	OFFICE SUPPLIES	-	-	-	-	80.00	80.00	320.00	0.00%	(320.00)
60-50-16	OPERATING SUPPLIES	3,061.70	1,164.44	96.00	4,322.14	2,737.50	(1,584.64)	10,950.00	39.47%	(6,627.86)
60-50-17	POSTAGE	844.40	258.39	-	1,102.79	981.25	(121.54)	3,925.00	28.10%	(2,822.21)
60-50-20	LEGAL & ENG SERVICES	-	-	-	-	125.00	125.00	500.00	0.00%	(500.00)
60-50-21	AUDIT	-	-	-	-	2,750.00	2,750.00	11,000.00	0.00%	(11,000.00)
60-50-22	REPAIRS & MAINTENANCE	7,184.56	5,272.91	4,987.34	17,444.81	48,664.00	31,219.19	194,656.00	8.96%	(177,211.19)
60-50-23	VEHICLE EXPENSE	1,050.42	1,686.67	-	2,737.09	1,554.75	(1,182.34)	6,219.00	44.01%	(3,481.91)
60-50-24	RENTALS	-	-	-	-	-	-	-		-
60-50-25	SHOP EXPENSE	363.26	82.69	9.32	455.27	826.25	370.98	3,305.00	13.78%	(2,849.73)
60-50-26	TRAVEL & MEETINGS	12.50	-	-	12.50	489.25	476.75	1,957.00	0.64%	(1,944.50)
60-50-27	INSURANCE & BONDS	80.00	55.75	23,601.82	23,737.57	5,877.00	(17,860.57)	23,508.00	100.98%	229.57
60-50-28	UTILITIES	2,885.90	3,469.78	792.66	7,148.34	6,831.25	(317.09)	27,325.00	26.16%	(20,176.66)
60-50-29	TELEPHONE	424.04	447.34	423.87	1,295.25	1,050.00	(245.25)	4,200.00	30.84%	(2,904.75)
60-50-30	PUBLISHING & ADS	123.22	18.60	-	141.82	44.75	(97.07)	179.00	79.23%	(37.18)
60-50-31	DUES & SUBSCRIPTIONS	1,710.00	-	137.50	1,847.50	463.75	(1,383.75)	1,855.00	99.60%	(7.50)
60-50-32	FEES & PERMITS	30.36	1,564.14	6,989.59	8,584.09	2,915.25	(5,668.84)	11,661.00	73.61%	(3,076.91)
60-50-33	DATA PROCESSING	723.98	1,489.98	1,596.84	3,810.80	3,414.00	(396.80)	13,656.00	27.91%	(9,845.20)
60-50-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	50.00	50.00	200.00	0.00%	(200.00)
60-50-42	CONTRACT SERVICES	-	300.00	-	300.00	-	(300.00)	-		300.00
60-50-44	Norris Retirement	1,680.00	1,680.00	1,680.00	5,040.00	5,040.00	-	20,160.00	25.00%	(15,120.00)
60-50-50	Water Power Authority Loan	-	-	86,918.95	86,918.95	47,805.50	(39,113.45)	191,222.00	45.45%	(104,303.05)
60-50-51	Drinking Water Revolving Fund	-	-	-	-	6,013.50	6,013.50	24,054.00	0.00%	(24,054.00)
	UBB Line of Credit	-	-	-	-	2.50	2.50	10.00	0.00%	(10.00)
60-50-54	Debt Service	-	-	-	-	-	-	-		-
60-50-70	CAPITAL OUTLAY	-	-	-	-	37,500.00	37,500.00	150,000.00	0.00%	(150,000.00)
60-50-71	PASS-THRU	2,156.70	2,395.71	2,349.02	6,901.43	9,374.75	2,473.32	37,499.00	18.40%	(30,597.57)
60-50-75	GRANT PROJECTS	3,940.00	5,697.50	-	9,637.50	-	(9,637.50)	-		9,637.50
60-50-99	Transfers	-	-	-	-	-	-	-		-
60-59-90	DEPRECIATION	-	-	-	-	79,674.50	79,674.50	318,698.00	0.00%	(318,698.00)
		40,982.58	39,633.74	144,136.94	224,753.26	315,469.50	90,716.24	1,261,878.00	17.81%	(1,037,124.74)
		31,832.53	41,098.31	(64,709.36)	8,221.48	-	(8,221.48)	-		(8,221.48)
	BEGINNING RESERVE									
	INCOME	72,815.11	80,732.05	79,427.58	232,974.74	315,469.50	(82,494.76)	1,261,878.00		(1,028,903.26)
	EXPENDITURE	40,982.58	39,633.74	144,136.94	224,753.26	315,469.50	90,716.24	1,261,878.00		(1,037,124.74)
	NET CHANGE	31,832.53	41,098.31	(64,709.36)	8,221.48	-	8,221.48	-		8,221.48
	ENDING RESERVE				8,221.48	-	8,221.48	-		8,221.48

AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%	2021	
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
SEWER										
70-37-01	SEWER CHARGES - RECEIVED	44,182.07	44,319.70	44,311.31	132,813.08	134,499.00	(1,685.92)	537,996.00	24.69%	(405,182.92)
70-37-04	SEWER TAPS	500.00	500.00	500.00	1,500.00	3,750.00	(2,250.00)	15,000.00	10.00%	(13,500.00)
70-37-05	SEWER RENTAL PROPERTY	-	-	-	-	-	-	-	-	-
70-37-09	Interest Income	47.49	53.26	69.47	170.22	1,150.00	(979.78)	4,600.00	3.70%	(4,429.78)
70-37-13	GRANT REVENUE	-	-	-	-	-	-	-	-	-
70-37-14	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
		44,729.56	44,872.96	44,880.78	134,483.30	139,399.00	(4,915.70)	557,596.00	24.12%	(423,112.70)
70-51-02	TRUSTEES/ADMIN SALARIES	300.00	-	-	300.00	-	(300.00)	-	-	300.00
70-51-03	SALARIES & WAGES	9,058.20	8,798.42	8,661.11	26,517.73	30,446.57	3,928.84	121,786.26	21.77%	(95,268.53)
70-51-04	EMPLOYER FICA	550.03	515.30	519.39	1,584.72	1,786.72	202.00	7,146.89	22.17%	(5,562.17)
70-51-05	EMPLOYER MEDICARE	128.61	120.51	121.48	370.60	437.62	67.02	1,750.47	21.17%	(1,379.87)
70-51-06	UNEMPLOYMENT TAX	27.16	26.39	25.43	78.98	89.64	10.66	358.57	22.03%	(279.59)
70-51-07	INSURANCE BENEFITS	2,017.57	2,013.95	18.70	4,050.22	10,055.45	6,005.23	40,221.81	10.07%	(36,171.59)
70-51-08	PENSION BENEFITS	380.60	354.70	354.72	1,090.02	-	(1,090.02)	-	-	1,090.02
	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
70-51-10	WORKMENS COMPENSATION	-	-	902.01	902.01	236.75	(665.26)	947.00	95.25%	(44.99)
70-51-15	OFFICE SUPPLIES	-	-	-	-	41.50	41.50	166.00	0.00%	(166.00)
70-51-16	OPERATING SUPPLIES	2,772.18	952.93	-	3,725.11	2,215.75	(1,509.36)	8,863.00	42.03%	(5,137.89)
70-51-17	POSTAGE	362.65	160.49	-	523.14	562.50	39.36	2,250.00	23.25%	(1,726.86)
70-51-20	LEGAL & ENG SERVICES	-	-	-	-	-	-	-	-	-
70-51-21	AUDIT	-	-	-	-	1,125.00	1,125.00	4,500.00	0.00%	(4,500.00)
70-51-22	REPAIRS & MAINTENANCE	2,804.89	1,707.65	-	4,512.54	12,215.50	7,702.96	48,862.00	9.24%	(44,349.46)
70-51-23	VEHICLE EXPENSE	1,050.01	1,283.85	741.00	3,074.86	1,599.25	(1,475.61)	6,397.00	48.07%	(3,322.14)
70-51-24	RENTALS	-	-	-	-	-	-	-	-	-
70-51-25	SHOP EXPENSE	376.30	57.73	9.32	443.35	793.50	350.15	3,174.00	13.97%	(2,730.65)
70-51-26	TRAVEL & MEETINGS	12.50	-	-	12.50	576.75	564.25	2,307.00	0.54%	(2,294.50)
70-51-27	INSURANCE & BONDS	-	55.75	8,603.14	8,658.89	2,204.00	(6,454.89)	8,816.00	98.22%	(157.11)
70-51-28	UTILITIES	2,112.91	2,320.37	2,608.11	7,041.39	8,787.75	1,746.36	35,151.00	20.03%	(28,109.61)
70-51-29	TELEPHONE	80.55	101.95	80.36	262.86	420.25	157.39	1,681.00	15.64%	(1,418.14)
70-51-30	PUBLISHING & ADS	20.00	18.60	-	38.60	-	(38.60)	-	-	38.60
70-51-31	DUES & SUBSCRIPTIONS	-	-	137.50	137.50	109.50	(28.00)	438.00	31.39%	(300.50)
70-51-32	FEES & PERMITS	1,545.39	19.14	127.03	1,691.56	1,829.75	138.19	7,319.00	23.11%	(5,627.44)
70-51-33	DATA PROCESSING	724.02	1,490.03	1,596.89	3,810.94	4,756.75	945.81	19,027.00	20.03%	(15,216.06)
70-51-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	37.50	37.50	150.00	0.00%	(150.00)
70-51-42	CONTRACT SERVICES	-	300.00	-	300.00	-	(300.00)	-	-	300.00
70-51-43	Gaging Station	-	-	1,271.00	1,271.00	1,022.25	(248.75)	4,089.00	31.08%	(2,818.00)
70-51-51	Rural Development P&I	-	-	-	-	26,995.75	26,995.75	107,983.00	0.00%	(107,983.00)
70-51-54	Debt Reserve	74,750.00	-	-	74,750.00	-	(74,750.00)	-	-	74,750.00
70-51-70	CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
70-51-71	PASS THRU	1,325.46	1,329.59	1,329.34	3,984.39	4,147.50	163.11	16,590.00	24.02%	(12,605.61)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
	TRANSFER	-	-	-	-	-	-	-	-	-
70-59-90	DEPRECIATION	-	-	-	-	26,905.50	26,905.50	107,622.00	0.00%	(107,622.00)
		100,399.03	21,627.35	27,106.53	149,132.91	139,399.00	(9,733.91)	557,596.00	26.75%	(408,463.09)
		(55,669.47)	23,245.61	17,774.25	(14,649.61)	-	(14,649.61)	-	-	(14,649.61)
	BEGINNING RESERVE									
	INCOME	44,729.56	44,872.96	44,880.78	134,483.30	139,399.00	(4,915.70)	557,596.00		(423,112.70)
	EXPENDITURE	100,399.03	21,627.35	27,106.53	149,132.91	139,399.00	(9,733.91)	557,596.00		(408,463.09)
	ADJUSTMENT									
	NET CHANGE	(55,669.47)	23,245.61	17,774.25	(14,649.61)	-	(14,649.61)	-		(14,649.61)
	ENDING RESERVE				(14,649.61)	-	(14,649.61)	-		(14,649.61)

AS OF: ACCT NO	DRAFT 3/31/2021 DESCRIPTION	THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%	2021	
		MARCH ACTUAL	FEBRUARY ACTUAL	JANUARY ACTUAL	CUR YTD ACTUAL	3 MO BUDGET	REMAINING BUDGET	ORIG BUDGET	% OF BUDGET	REMAINING BUDGET
GARBAGE										
80-30-02	GARBAGE FEES - RECEIVED	21,092.94	21,079.32	21,241.80	63,414.06	64,443.00	(1,028.94)	257,772.00	24.60%	(194,357.94)
80-30-03	X-Trash	-	323.00	560.00	883.00	325.00	558.00	1,300.00	67.92%	(417.00)
		21,092.94	21,402.32	21,801.80	64,297.06	64,768.00	(470.94)	259,072.00	24.82%	(194,774.94)
80-52-02	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
80-52-03	SALARIES & WAGES	8,833.55	9,091.04	9,142.80	27,067.39	29,591.80	2,524.41	118,367.21	22.87%	(91,299.82)
80-52-04	EMPLOYER FICA	524.46	534.26	554.49	1,613.21	1,811.41	198.20	7,245.62	22.26%	(5,632.41)
80-52-05	EMPLOYER MEDICARE	122.63	124.91	129.62	377.16	423.64	46.48	1,694.54	22.26%	(1,317.38)
80-52-06	UNEMPLOYMENT TAX	26.48	26.95	26.14	79.57	87.65	8.08	350.59	22.70%	(271.02)
80-52-07	INSURANCE BENEFITS	1,977.43	1,976.41	13.97	3,967.81	6,508.65	2,540.84	26,034.61	15.24%	(22,066.80)
80-52-08	PENSION BENEFITS	416.82	409.42	410.11	1,236.35	2,183.86	947.51	8,735.43	14.15%	(7,499.08)
80-52-10	WORKMEN'S COMP	-	-	5,772.32	5,772.32	6,057.00	284.68	6,057.00	95.30%	(284.68)
80-52-15	OFFICE SUPPLIES	-	-	-	-	50.50	50.50	202.00	0.00%	(202.00)
80-52-16	OPERATING SUPPLIES	86.04	51.35	-	137.39	286.25	148.86	1,145.00	12.00%	(1,007.61)
80-52-17	POSTAGE	280.82	80.25	-	361.07	219.00	(142.07)	876.00	41.22%	(514.93)
80-52-20	LEGAL SERVICES	-	-	-	-	-	-	-	-	-
80-52-21	AUDIT	-	-	-	-	1,125.00	1,125.00	4,500.00	0.00%	(4,500.00)
80-52-22	REPAIRS & MAINTENANCE	-	-	-	-	26.50	26.50	106.00	0.00%	(106.00)
80-52-23	VEHICLE EXPENSE	630.68	717.23	-	1,347.91	1,982.25	634.34	7,929.00	17.00%	(6,581.09)
80-52-25	SHOP EXPENSE	109.53	92.19	9.32	211.04	170.25	(40.79)	681.00	30.99%	(469.96)
80-52-26	TRAVEL & MEETINGS	-	-	-	-	130.00	130.00	520.00	0.00%	(520.00)
80-52-27	INSURANCE & BONDS	-	55.75	5,652.60	5,708.35	4,985.00	(723.35)	4,985.00	114.51%	723.35
80-52-28	UTILITIES	154.49	260.74	446.97	862.20	394.00	(468.20)	1,576.00	54.71%	(713.80)
80-52-29	TELEPHONE	66.56	55.75	34.17	156.48	135.75	(20.73)	543.00	28.82%	(386.52)
80-52-30	PUBLISHING & ADS	20.00	18.60	-	38.60	8.75	(29.85)	35.00	110.29%	3.60
80-52-33	DATA PROCESSING	138.32	398.32	433.94	970.58	543.00	(427.58)	2,172.00	44.69%	(1,201.42)
80-52-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	67.50	67.50	270.00	0.00%	(270.00)
80-52-42	LANDFILL FEES	2,553.00	2,503.00	-	5,056.00	9,467.00	4,411.00	37,868.00	13.35%	(32,812.00)
80-52-43	Clean Up Day	2,100.00	-	-	2,100.00	450.00	(1,650.00)	1,800.00	116.67%	300.00
80-52-70	CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
80-52-71	PASS THRU	632.79	632.38	637.25	1,902.42	1,933.25	30.83	7,733.00	24.60%	(5,830.58)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
	DEPRICIATION	-	-	-	-	4,411.50	4,411.50	17,646.00	0.00%	(17,646.00)
		18,673.60	17,028.55	23,263.70	58,965.85	73,049.50	14,083.65	259,072.00	22.76%	(200,106.15)
		2,419.34	4,373.77	(1,461.90)	5,331.21	(8,281.50)	13,612.71	-	-	5,331.21
110718.15	BEGINNING RESERVE									
23303.43	INCOME	21,092.94	21,402.32	21,801.80	64,297.06	64,768.00	(470.94)	259,072.00		(194,774.94)
-3866.94	EXPENDITURE	18,673.60	17,028.55	23,263.70	58,965.85	73,049.50	14,083.65	259,072.00		(200,106.15)
	ADJUSTMENT									
	NET CHANGE	2,419.34	4,373.77	(1,461.90)	5,331.21	(8,281.50)	13,612.71	-		5,331.21
130154.64	ENDING RESERVE				5,331.21	(8,281.50)	13,612.71	-		5,331.21

3/31/2021

DRAFT		THESE NUMBERS ARE SUBJECT TO CHANGE			2021	2021	2021	25%	
AS OF:	3/31/2021	MARCH	FEBRUARY	JANUARY	2021	2021	2021	% OF	
ACCT NO	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	CUR YTD	3	REMAINING	ORIG	REMAINING
					ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET
OVERALL SUMMARY									
	ADMINISTRATION	20,079.41	46,916.99	5,987.12	72,983.52	39,677.00	33,306.52	158,708.00	(85,724.48)
	BUILDING	2,773.50	335.85	959.35	4,068.70	7,798.50	(3,729.80)	31,194.00	(27,125.30)
	LAW ENFORCEMENT	45,046.38	42,397.16	4,630.17	92,073.71	130,970.50	(38,896.79)	523,882.00	(431,808.29)
	PARKS	14,385.08	21,978.64	5,125.00	41,488.72	45,912.22	(4,423.50)	183,648.88	(142,160.16)
	STREETS	13,008.74	6,493.05	8,672.16	28,173.95	54,074.50	(25,900.55)	216,298.00	(188,124.05)
	STREET CAPITAL IMPROVEMENT	4,114.95	4,357.68	4,315.61	12,788.24	78,750.00	(65,961.76)	315,000.00	(302,211.76)
	BRIDGE	32.41	38.83	52.69	123.93	11,750.00	(11,626.07)	47,000.00	(46,876.07)
	SIDEWALK	2,387.43	2,602.94	2,600.61	7,590.98	7,758.50	(167.52)	31,034.00	(23,443.02)
	SPACE2CREATE	1.68	1.52	1.68	4.88	3,298.39	(3,293.51)	13,193.57	(13,188.69)
	CONSERVATION TRUST FUND	2,082.02	0.96	1.06	2,084.04	3,458.17	(1,374.13)	13,832.67	(11,748.63)
	CAPITAL IMPROVEMENT	16,530.09	21,896.05	637.50	39,063.64	121,631.62	(82,567.98)	486,526.49	(447,462.85)
		120,441.69	147,019.67	32,982.95	300,444.31	505,079.40	(204,635.09)	2,020,317.61	- (1,719,873.30)
	WATER	72,815.11	80,732.05	79,427.58	232,974.74	315,469.50	(82,494.76)	1,261,878.00	(1,028,903.26)
	SEWER	44,729.56	44,872.96	44,880.78	134,483.30	139,399.00	(4,915.70)	557,596.00	(423,112.70)
	GARBAGE	21,092.94	21,402.32	21,801.80	64,297.06	64,768.00	(470.94)	259,072.00	(194,774.94)
		138,637.61	147,007.33	146,110.16	431,755.10	519,636.50	(87,881.40)	2,078,546.00	- (1,646,790.90)
	TOTAL REVENUE	259,079.30	294,027.00	179,093.11	732,199.41	1,024,715.90	(292,516.49)	4,098,863.61	- (3,366,664.20)
	ADMINISTRATION	22,373.21	16,910.51	11,956.19	51,239.91	39,677.00	(11,562.91)	158,708.00	(107,468.09)
	BUILDING	332.68	1,192.68	947.79	2,473.15	7,798.50	5,325.35	31,194.00	(28,720.85)
	LAW ENFORCEMENT	36,680.75	35,780.46	65,238.24	137,699.45	130,970.50	(6,728.95)	523,882.00	(386,182.55)
	PARKS	5,263.74	15,754.89	9,944.61	30,963.24	45,912.22	14,948.98	183,648.88	(152,685.64)
	STREETS	10,431.78	8,041.42	12,839.99	31,313.19	54,074.50	22,761.31	216,298.00	(184,984.81)
	STREET CAPITAL IMPROVEMENT	-	-	-	-	78,750.00	78,750.00	315,000.00	(315,000.00)
	BRIDGE	-	-	-	-	12,500.00	12,500.00	50,000.00	(50,000.00)
	SIDEWALK	-	-	-	-	7,758.50	7,758.50	31,034.00	(31,034.00)
	SPACE2CREATE	-	1,250.00	-	1,250.00	3,298.39	2,048.39	13,193.57	(11,943.57)
	CONSERVATION TRUST FUND	-	-	-	-	3,458.17	3,458.17	13,832.67	(13,832.67)
	CAPITAL IMPROVEMENT	7,256.80	2,958.99	26,924.46	37,140.25	121,631.62	84,491.37	486,526.49	(449,386.24)
		82,338.96	81,888.95	127,851.28	292,079.19	505,829.40	213,750.21	2,023,317.61	- (1,731,238.42)
	WATER	40,982.58	39,633.74	144,136.94	224,753.26	315,469.50	90,716.24	1,261,878.00	(1,037,124.74)
	SEWER	100,399.03	21,627.35	27,106.53	149,132.91	139,399.00	(9,733.91)	557,596.00	(408,463.09)
	GARBAGE	18,673.60	17,028.55	23,263.70	58,965.85	73,049.50	14,083.65	259,072.00	(200,106.15)
		160,055.21	78,289.64	194,507.17	432,852.02	527,918.00	95,065.98	2,078,546.00	- (1,645,693.98)
	TOTAL EXPENDITURES	242,394.17	160,178.59	322,358.45	724,931.21	1,033,747.40	308,816.19	4,101,863.61	- (3,376,932.40)
	ADMINISTRATION	(2,293.80)	30,006.48	(5,969.07)	21,743.61	-	44,869.43	-	21,743.61
	BUILDING	2,440.82	(856.83)	11.56	1,595.55	-	(9,055.15)	-	1,595.55
	LAW ENFORCEMENT	8,365.63	6,616.70	(60,608.07)	(45,625.74)	-	(32,167.84)	-	(45,625.74)
	PARKS	9,121.34	6,223.75	(4,819.61)	10,525.48	-	(19,372.48)	-	10,525.48
	STREETS	2,576.96	(1,548.37)	(4,167.83)	(3,139.24)	-	(48,661.86)	-	(3,139.24)
	STREET CAPITAL IMPROVEMENT	4,114.95	4,357.68	4,315.61	12,788.24	-	(144,711.76)	-	12,788.24
	BRIDGE	32.41	38.83	52.69	123.93	(750.00)	(24,126.07)	(3,000.00)	3,123.93
	GENERAL FUND	24,358.31	44,838.24	(71,184.72)	(1,988.17)	(750.00)	(233,225.73)	(3,000.00)	1,011.83
	SIDEWALK	2,387.43	2,602.94	2,600.61	7,590.98	-	(7,926.02)	-	7,590.98
	SPACE2CREATE	1.68	(1,248.48)	1.68	(1,245.12)	-	(5,341.91)	-	(1,245.12)
	CONSERVATION TRUST FUND	2,082.02	0.96	1.06	2,084.04	-	(4,832.30)	-	2,084.04
	CAPITAL IMPROVEMENT	9,273.29	18,937.06	(26,286.96)	1,923.39	-	(167,059.36)	-	1,923.39
		38,102.73	65,130.72	(94,868.33)	8,365.12	(750.00)	(418,385.31)	(3,000.00)	11,365.12
	WATER	31,832.53	41,098.31	(64,709.36)	8,221.48	-	(173,211.00)	-	8,221.48
	SEWER	(55,669.47)	23,245.61	17,774.25	(14,649.61)	-	4,818.21	-	(14,649.61)
	GARBAGE	2,419.34	4,373.77	(1,461.90)	5,331.21	(8,281.50)	(14,554.59)	-	5,331.21
	ENTERPRISE FUND	(21,417.60)	68,717.69	(48,397.01)	(1,096.92)	(8,281.50)	(182,947.38)	-	(1,096.92)
	NET	16,685.13	133,848.41	(143,265.34)	7,268.20	(9,031.50)	(601,332.69)	(3,000.00)	10,268.20

FOR: 05/25/2021

UBB OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		252,784.13
ACCOUNTS PAYABLE	04/24/2021-05/19/2021	(26,905.92)
LOAN PAYMENT		
NORRIS RETIREMENT PAYMENT	SCHEDULED FOR 5/26/21 - APPROVED 5/11/21	(1,680.00)
CHASE CREDIT CARD	5/23/2021	
AMAZON	6/1/2021	
TRANSFER TO SUMMIT		(125,000.00)
TRANSFER TO PAYROLL	5/21/2021	(22,814.87)
PAYROLL TAXES	5/21/2021	(26,002.14)
BALANCE AFTER PAYMENT		50,381.20

1
2

UBB SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		503,315.26
TRANSFER FROM OPS		125,000.00
CURRENT FSBC PAYROLL BALANCE		25.00
TRANSFER FROM OPS		22,814.87
PAYROLL (DIRECT DEPOSIT)	5/21/2021	(22,814.87)
BALANCE AFTER PAYMENT		628,340.26

1
2

	BANK BALANCES			DESCRIPTION
	FSBC	COLOTRUST	TOTAL	
<i>As of: 05/18/2021</i>				
GENERAL		532,265.25		COMBINED FUNDS
SEWER RESTRICTED		530,374.97		PROPERTY SALE-RESTRICTED
DEBT RESERVE		106,868.60		AMKO BOND REQUIRED RESERVE
BRIDGE RESERVE		588,585.13		BRIDGE RESERVE
CONS.TRUST	10,396.51			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	215,327.29			COMBINED FUNDS
PARK CONTRIBUTIONS	11,930.11			SPECIFIC PARK PROJECTS
PAYROLL	25.00			PLACE HOLDER-COMBINED FUNDS
SPACE-TO-CREATE	13,171.74			SPACE TO CREATE ONLY
SUMMIT	503,315.26			COMBINED FUNDS
WWTP	58,384.68			OLD SEWER REHAB ONLY
CD#2-402	202,500.76			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	255,051.53			COMBINED FUNDS
	1,270,152.88	1,758,093.95	3,028,246.83	

	CASH POSITION			DESCRIPTION
	COMBINED	RESTRICTED	TOTAL	
<i>As of: 05/18/2021</i>				
GENERAL	532,265.25			
SEWER RESTRICTED		530,374.97		RESTRICTED TO SEWER CAPITAL PROJECT
DEBT RESERVE		106,868.60		RESTRICTED LOAN REQUIREMENT
BRIDGE RESERVE		588,585.13		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		10,396.51		RESTRICTED TO PARK CAPITAL PROJECT
GRANT PASS THRU	25.00			
INT GRANT		25.00		RESTRICTED LOAN REQUIREMENT
OPS	215,327.29			
PARK CONTRIBUTIONS		11,930.11		SPECIFIC PARK PROJECTS AS DONATED
PAYROLL	25.00			
SPACE-TO-CREATE		13,171.74		SPACE TO CREATE ONLY
SUMMIT	503,315.26			
WWTP		58,384.68		OLD SEWER REHAB ONLY
CD#2-402	202,500.76			
CD#3-2578	255,051.53			
	1,708,510.09	1,319,736.74	3,028,246.83	

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
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	
05/25/2021	987	Black Hills Energy	5-2021	501.70	.00	.00	501.70				UTILITIES
05/25/2021	23	CIRSA	211005	100.00	.00	.00	100.00				BOND RENEWAL-RKING
05/25/2021	1183	Column Software	603D7F2D-0	937.61	.00	.00	937.61				PUBLIC NOTICE-DMEA FRANCHISE ORDINANCE
05/25/2021	39	Delta County inde	2021-2022	32.00	.00	.00	32.00				2021 SUBSCRIPTION
05/25/2021	43	Delta Montrose Ele	05-2021-P	1,367.42	.00	.00	1,367.42				UTILITIES-PARKS
05/25/2021	43	Delta Montrose Ele	05-2021-S	2,788.47	.00	.00	2,788.47				UTILITIES-SEWER
05/25/2021	48	Don's Market	02-990756	5.98	.00	.00	5.98				TOWN HALL SUPPLIES
05/25/2021	48	Don's Market	02-993328	45.46	.00	.00	45.46				SHOP SUPPLIES
05/25/2021	986	Elevate Fiber	66210_2717	803.62	.00	.00	803.62				TELEPHONE & INTERNET
05/25/2021	77	Hartman Brothers I	344693	560.00	.00	.00	560.00				SHOP-GAGE REPLACEMENT
05/25/2021	80	Hellman Motor Co	633874-1	189.75	.00	.00	189.75				2008 FORD REPAIR
05/25/2021	82	High Country Shop	86058	25.20	.00	.00	25.20				PD CLASSIFIED AD
05/31/2021	82	High Country Shop	85813	25.20	.00	.00	25.20				PD CLASSIFIED AD
05/25/2021	1173	Highland Products	310011922	5,593.00	.00	.00	5,593.00				CDOT GRANT
05/25/2021	1124	JDS-Hydro Consul	33301-11	4,825.00	.00	.00	4,825.00				SYSTEM ANALYSIS GRANT
05/25/2021	225	Kwiki Tire Inc	392532	34.62	.00	.00	34.62				LAWN MOWER TIRES
05/25/2021	1115	Lightworks Fiber &	12599	1,350.00	.00	.00	1,350.00				LEE'S PARK IRRIGATION-BORING
05/25/2021	645	Mail Services, LLC	1787217	408.57	.00	.00	408.57				BLUE POST CARDS
05/25/2021	113	Munro Supply, Inc	430316	136.80	.00	.00	136.80				WATER FILL STATION
05/25/2021	1206	Plateau Inc	1518	1,100.00	.00	.00	1,100.00				1/2MG ASBESTOS TESTING
05/25/2021	737	Ricoh USA Inc	35071359	127.42	.00	.00	127.42				COPIER CONTRACT
05/25/2021	145	Robert's Enterprise	050121-0630	100.00	.00	.00	100.00				TRASH SERVICE
05/25/2021	1170	Shums Coda Asso	14231	2,143.00	.00	.00	2,143.00				FEBRUARY BUILDING INSPECTOR
05/25/2021	1170	Shums Coda Asso	14336	3,185.00	.00	.00	3,185.00				MARCH BUILDING INSPECTOR
05/25/2021	156	TDS Telecom	05-2021	320.79	.00	.00	320.79				TELEPHONE & INTERNET
05/25/2021	162	United Companies	1397704	199.01	.00	.00	199.01				ALLEY REPAIR
Grand Totals:			26	26,905.62	.00	.00	26,905.62				

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
05/25/2021	26,880.42	.00	.00	26,880.42	26,880.42
05/31/2021	25.20	.00	.00	25.20	26,905.62
Grand Totals:		26,905.62	.00	.00	26,905.62

Report Criteria:

Unpaid transmittals included

Begin Date: ALL

End Date: ALL

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
2							
2	IRS Tax Deposit		05/14/2021	74-00	Federal Tax Deposit Social Security	10-0216	1,178.55
2	IRS Tax Deposit		05/14/2021	74-00	Federal Tax Deposit Social Security	10-0216	1,178.55
2	IRS Tax Deposit		05/14/2021	75-00	Federal Tax Deposit Medicare Pay P	10-0216	436.30
2	IRS Tax Deposit		05/14/2021	75-00	Federal Tax Deposit Medicare Pay P	10-0216	436.30
2	IRS Tax Deposit		05/14/2021	76-00	Federal Tax Deposit Federal Withhold	10-0216	2,139.54
Total 2:							5,369.24
4							
4	Aflac		04/30/2021	63-01	Aflac Pre-Tax Pay Period: 4/30/2021	10-0225	120.18
4	Aflac		04/30/2021	63-02	Aflac After Tax Pay Period: 4/30/2021	10-0225	24.90
4	Aflac		05/14/2021	63-01	Aflac Pre-Tax Pay Period: 5/14/2021	10-0225	120.18
4	Aflac		05/14/2021	63-02	Aflac After Tax Pay Period: 5/14/2021	10-0225	24.90
Total 4:							290.16
6							
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
Total 6:							388.83
9							
9	Colorado Dept of Revenue		04/30/2021	77-00	State Withholding Tax Pay Period: 4/3	10-0217	1,064.00
9	Colorado Dept of Revenue		05/14/2021	77-00	State Withholding Tax Pay Period: 5/1	10-0217	949.00
Total 9:							2,013.00
30							
30	Empower Retirement		05/14/2021	51-01	Retirement Plan Retirement Plan Pa	10-0220	791.20
30	Empower Retirement		05/14/2021	51-01	Retirement Plan Retirement Plan Pa	10-0220	1,076.00
30	Empower Retirement		05/14/2021	51-02	Retirement Plan Retirement Loan Pa	10-0220	478.72
Total 30:							2,345.92
33							
33	FPPA - Fire & Police Pensi		05/14/2021	50-00	FPPA Pay Period: 5/14/2021	10-0219	1,191.40
33	FPPA - Fire & Police Pensi		05/14/2021	50-00	FPPA Pay Period: 5/14/2021	10-0219	880.60
33	FPPA - Fire & Police Pensi		05/14/2021	90-00	Death & Disability Pay Period: 5/14/2	10-0219	310.80
Total 33:							2,382.80
70							
70	Rocky Mountain HMO		04/30/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	252.84
70	Rocky Mountain HMO		04/30/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	4,158.60
70	Rocky Mountain HMO		04/30/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	254.45
70	Rocky Mountain HMO		04/30/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	1,254.30
70	Rocky Mountain HMO		04/30/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	405.59
70	Rocky Mountain HMO		04/30/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	4,156.59

Employee Number	Name	85-00 Net Pay Emp Amt
1053	Beardslee, Dominic D	1,284.39
1024	Berger, Brian J	1,513.53
1052	Edwards, Roger	967.39
1002	Ferguson, J. Corinne	2,144.75
1020	Ferguson, Neil	1,833.14
1022	Hinyard, Patrick	1,762.24
1012	Huffman, Julie J	484.84
1001	Jones, Cynthia	1,766.89
1005	Katzer, JoAnn	936.72
1050	Loberg, Travis	2,026.93
1055	McCallister, Johnathan M	1,898.57
1003	Mojarro-Lopez, Amanda	970.58
1023	Patterson, Taffine A	878.56
1054	Redden, Jordan	978.36
1051	Reich, Dennis	1,000.15
1025	Vassel, Andrew C	1,138.88
1021	Winnett, Lorin E	1,250.95

Grand Totals:

17 22,814.87

DD
Due 5/18/2021

Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
70	Rocky Mountain HMO		04/30/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	163.98
70	Rocky Mountain HMO		04/30/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	722.02
70	Rocky Mountain HMO		05/14/2021	60-01	RMHMO - Employee Only Pay Period	10-0223	252.84
70	Rocky Mountain HMO		05/14/2021	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	254.45
70	Rocky Mountain HMO		05/14/2021	60-03	RMHMO - Employee + Family Pay Pe	10-0223	405.59
70	Rocky Mountain HMO		05/14/2021	60-07	RMHMO - Employee + Spouse Pay P	10-0223	163.98
Total 70:							12,445.23
71							
71	The Harford		04/30/2021	65-01	Group#013307460001 Hartford Basic	10-0226	31.80
71	The Harford		04/30/2021	65-02	Group#013307460001 Hartford Suppl	10-0226	34.94
71	The Harford		04/30/2021	65-03	Group#013307460001 Hartford Disab	10-0226	134.43
71	The Harford		05/14/2021	65-02	Group#013307460001 Hartford Suppl	10-0226	34.91
Total 71:							236.08
73							
73	Delta Dental of Colorado		04/30/2021	60-05	Dental RMHMO - Dental Pay Period:	10-0223	333.37
73	Delta Dental of Colorado		05/14/2021	60-05	Dental RMHMO - Dental Pay Period:	10-0223	333.43
Total 73:							666.80
75							
75	VSP Insurance CO (CT)		04/30/2021	60-04	RMHMO - Vision Pay Period: 4/30/20	10-0223	55.37
75	VSP Insurance CO (CT)		04/30/2021	60-04	RMHMO - Vision Pay Period: 4/30/20	10-0223	71.07
75	VSP Insurance CO (CT)		05/14/2021	60-04	RMHMO - Vision Pay Period: 5/14/20	10-0223	55.39
75	VSP Insurance CO (CT)		05/14/2021	60-04	RMHMO - Vision Pay Period: 5/14/20	10-0223	71.08
Total 75:							252.91
Grand Totals:							26,390.97

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

Handwritten: 5,369.24+
 290.16+
 2,013.00+
 2,345.92+
 2,382.80+
 12,445.23+
 236.08+
 666.80+
 252.91+
 009
 26,092.14*
 26,390.97+
 388.83-
 002
 26,092.14*

AGENDA SUMMARY FORM



Regular Minutes
 May 11, 2021
 Liquor License Renewal
 Friends of the Paradise Theatre
 Special Event Permit:
 North Fork Valley Creative Coalition

Summary:

Notes:

LLR:

No issues noted.

SEP:

No issues noted. Reiterate the necessity for monitoring/no intermingling of liquor for events or other local licensed businesses.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
May 11, 2021

RECORD OF PROCEEDINGS

The Regular Meeting held in person on Tuesday, April 27, 2021, was called to order at 6:30 p.m. by Mayor Mary Bachran, followed by the Pledge of Allegiance. Formal Video Record at <https://www.youtube.com/watch?v=QO8yQF5GCFo>

Roll Call

PRESENT
 Mayor Bachran
 Trustee Bear
 Trustee Budinger
 Trustee Knutson
 Trustee Johnson
 Trustee Meck
 Trustee Pattison

Approval of Agenda

Community member suggested removal from the agenda the Mayor’s Report - Building Official survey and suggested to table the ethics complaint against a Board member until after the CIRSA trustee training.

✚ Motion made by Trustee Bear, Seconded by Trustee Budinger to agenda as presented.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

Announcements

Declaration of Stage (1) one Drought:

Mayor Bachran discussed that the Town is in a stage (1) drought.

Discussion ensued regarding triggers for stage (2) drought.

Mayor Bachran read a statement regarding rules about conduct during the Board meetings.

Recognition of Visitors & Guests

None.

Staff Reports

Administrator’s Report:

- Administrator Ferguson discussed question that the Board members had in regard to the report and updated the Board on current and new projects. The report was included in the packet.
- Discussion on the status of the asset inventory.
- Discussion about the Paonia Ditch Company – Town Attorney Nerlin will provide a report at the next meeting.
- DOLA error on finalization dates regarding the Administrative Grant contract agreement for the infrastructure analysis DOLA is working on getting the contract agreement updated. The draft infrastructure analysis report is being reviewed by the Board of Trustees, Advisory Water Committee, and staff for comments.

Public Work's Report:

- Public Work's Director Loberg's report was included in the packet.
- Discussion ensued about the spring water production.
- Discussion ensued about the status of the bulk water station.
- Discussion ensued on adding the policy of the bulk water station discussion to an upcoming meeting's agenda.

Police Report:

- The police blotter was included in the packet.
- Discussion ensued about the officer's patrol for the Hotchkiss Police Department. The last shift will be May 15th.

Finance Report:

- Finance report was included in the packet.

Attorney's Report:

- Board of Trustees training to be scheduled.
- Work session to be scheduled in June to discuss the North Fork Airport.

Treasurer's Report:

- Reviewed disbursements and payroll.
 - Disbursements were included in the packet.
- Requested the Board to review the draft fund balance & reserve policy before the formal discussion scheduled for May 25th meeting.

Disbursements

- ✚ Motion by Trustee Knutson, Seconded by Trustee Budinger to approve the disbursements as presented.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

Consent Agenda

Regular Minutes:

- April 27, 2021

Liquor License Renewal:

- West Elk Wine & Spirits

Special Event Liquor License:

- Pickin Productions – Pickin in the Park August 2021
 - Trustee Bear not in favor of waiving park use fees.
 - Item was removed from consent agenda and was placed on the regular agenda for approval following consent agenda.

✚ Motion made by Trustee Bear, Seconded by Trustee Knutson to approve the modified consent agenda removing Pickin in the Park item from the consent agenda and placing it in the regular agenda for approval.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

Unfinished Business

Pickin the Park Productions – Pickin in the Park August 2021:

- Discussion about the Pickin in Park’s previous request for waiving park use fees in exchange for a sponsorship.
- Discussion about reviewing the current policy and possibly modifying it to be consistent in waiving of event fees.

Governmental Affairs & Public Safety (GAPS) and Public Works Committees to review the current fee policy and bring it back to the Board.

- Motion made by Trustee Knutson, Seconded by Trustee Meck to approve the Request for Rob Miller’s Picken in the Park Production – August 2021.

Council Member	For	Against	Abstain	Absent
Trustee Bear		X		
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

- Motion made by Trustee Meck, Seconded by Trustee Bear to add to the next agenda the discussion with possible action regarding the requirement of vendors to use the concrete area.

Council Member	For	Against	Abstain	Absent
Trustee Bear		X		
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

- Motion amended by Trustee Pattison, Seconded by Trustee Bear to broaden the discussion on how the Town requires varies organizations to use various areas of the park.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson		X		
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

New Business

Clark’s End Variance Application:

- Lynn Mattingly developer of Clark’s End Subdivision brought forth a variance application requesting the road grader slope on the cul-da-sac at the south end be increased by a 0.5%. The variance request was reviewed by the Planning Committee and was recommended approval by the Board on April 30th at 1:00 pm.
- Trustee Pattison asked the Town Attorney regarding how to proceed in the future regarding the chapter 17 flood section and a section where it talks about exception that the Planning Commission can grant in section 17-1-50 in the of the Town code.

Council Member	For	Against	Abstain	Absent
----------------	-----	---------	---------	--------

Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

- ✚ Motion by Trustee Knutson, Seconded by Trustee Bear to approve the Clark’s End variance application.

A disruption occurred during meeting.

- ✚ Motion by Trustee Bear, Seconded by Trustee Knutson for 15-minute recess or until disruption resolved.

- Recess – 7:26 pm

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

- Returned to open meeting – 7:36 pm

Ordinance 2021-TBD Board of Appeals:

- Discussion ensued about the Board of Appeals in combination with the Board of Adjustments. The Board of Appeals consists of the building area and the Board of Adjustments consist of the zoning area.
- Discussed incorporating the language to the building application and zoning applications the right to appeal.
- Discussed section in the Town code needs to be cleaned up. The building code is still in review with possible adoption of the 2018 code. A section in the first chapter of the 2018 building code specifically has a section about the Board of Appeals which needs to be noted that it is being amended and needs to reflect the change.
- Discussed page 2 Sec. 18-11-10 Appeals Procedures states 4 members and the current code 18-4-30 list 5 members 1 being the Building Inspector.
 - Needs the language clarified and reflect the Town code.
- Discussed to use the guidance from the IBC in appendix B in the selection of the members.
- Discussed page 3 Sec. 18-11-30 Fees. Trustee Pattison is not in favor of having a fee to be able to appeal.

Public Members:

- A community member suggested meeting with local builders, contractors, and have the community more involved.
- A community member suggested the Board look into the Town code regarding the section about the Board of Appeals and Board of Adjustments.

300 Block of Poplar Avenue Street Closure Request – Barb Heck:

- Barb Heck presented a request to have Poplar Ave. between 3rd St. & 4 St. turned into a play street. This would consist of closing the street to through traffic on weekends from morning until dusk.
 - Closing street from early Saturday morning to Sunday night through summer months except for the 4th of July weekend.
 - Board suggested publishing the street closure.
 - Sawhorses would be used to close the street. Board suggested adding some kind of reflector to them.
 - Board questioned the having insurance. Town Attorney stated that he will check with CIRSA in regard to having insurance for a street closure / play street.

✚ Motion by Trustee Pattison, Seconded by Trustee Bear to approve the street closure prior to the first weekend following the 4 weekends and bring back to Board for Review.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

✚ Motion made by Trustee Pattison, Seconded by Trustee Meck that when the request from Barb Heck comes back for review that the Board have a policy that is consistent with this type of street closure “play streets” and make sure that it is fairly applied across town.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

DMEA – Franchise Agreement Update:

- DMEA representative Jim Heneghan discussed the franchise agreement and has answered questions.

- Discussed the concern about “Gross Revenues” in page 2 section 1.7 and being taxed on a service.
 - Jim Heneghan stated that it is the State’s “case law” and that DMEA is required to follow.
 - A public member stated that they would like to see where in the “case law” shows’ this requirement.
- Discussed the **Net Usage**: This represents the total **electricity** consumption minus the total amount of **electricity** sent back to the grid by the solar installation those who have solar and produce electricity are not subject to paying the fee. Jim Heneghan stated that this is called “Retail Net Reading” and it is dictated by the state which DMEA is required to follow.
- Discussed the concern about “Public Project” in page 2 section 1.10.
- Discussed the concerns about “Change of Franchise Fee & Other Items” in page 6 section 5.1. Jim Heneghan stated that the Town sets the fee.
- Discussion ensued to modify the franchise collection fee in the Town code. Look into alternative contracts. The Town’s franchise agreement is dated to end in July 2021. Jim Heneghan stated that DMEA’s term of franchise agreements is 20 years.

✚ Motion made by Trustee Budinger, seconded by Trustee Knutson to introduce the DMEA franchise agreement first read and bring back with Case Law specifically related to tax.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

Ordinance – TBD Accessory Dwelling Units:

- Discussion ensued on the draft ordinance & summary about accessory dwelling units (ADU’s) was presented by the Governmental Affairs & Public Safety Committee (GAPS). Requested the Board to review and make recommendations.
- Discussion ensued in the current method to approve ADU’s was through a variance.
- Discussion ensued about tabling the item until the infrastructure analysis was completed and until the water moratorium issue was resolved.
- Discussed how the Board would like to proceed with the current unapproved ADU’s in Town and direct staff and the building inspector on it.

✚ Motion made by Trustee Knutson, seconded by Trustee Bear to table this item tax.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			

Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

- ✚ Motion made by Trustee Bear, seconded by Trustee Pattison to direct staff to look into unapproved and identify the ADU's in Town and bring the results back to the Board.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

Community Member Ethics Complaint:

- Trustee Knutson recused him self from the vote.
- ✚ Motion made by Trustee Bear, seconded by Trustee Pattison to table item until Suzanne Watson complainer was able to be present in the meeting and have the item as first on the agenda.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson			X	
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

Mobile Retail Food Establishments:

- Discussed the food truck issues and amending the Town code. A document with recommendations from the GAPS committee was included in the packet.
- Suggestion to as pop-up restaurants.
- Suggestions to have businesses register with the Town.
- ✚ Motion made by Trustee Budinger, seconded by Trustee Knutson to direct the GAPS and the Town Attorney work together on drafting an ordinance.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger	X			
Trustee Johnson	X			
Trustee Knutson	X			

Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

Mayor’s Report

- Mayor’s report was in the packet.
- Working on CDOT grant.

✚ Motion made by Trustee Pattison, seconded by Trustee Meck to add to the agenda for the next meeting review of the Powers of the Mayor.

Council Member	For	Against	Abstain	Absent
Trustee Bear	X			
Trustee Budinger		X		
Trustee Johnson	X			
Trustee Knutson		X		
Trustee Meck	X			
Trustee Pattison	X			
Mayor Bachran				

-

Committee Reports

Finance & Personnel report:

- Nothing to report.

Governmental Affairs & Public Safety report:

- Reported on current and new projects.
- The short-term rentals overview was in the packet.

Public Works-Utilities-Facilities report:

- Reported on current and new projects.

Tree Board:

- Reported on current and new projects.

Advisory Water report:

- Reported on current and new projects.
- Discussed the hazard with the non-finished guard rails at the Minnesota Creek.

Adjournment

The meeting was adjourned by Mayor Bachran at 9:02 pm

Amanda Mojarro, Deputy Clerk

Mary Bachran, Mayor

PARADISE THEATRE
PO BOX 886
Paonia CO 81428

Fees Due		Waived due to
Renewal Fee		20B-001
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	Waived due to 20B-001
Related Facility - Campus Liquor Complex	\$160.00 per facility	Waived due to 20B-001
Amount Due/Paid		\$ <u>0.00</u>

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name FRIENDS OF THE PARADISE THEATRE		Doing Business As Name (DBA) PARADISE THEATRE		
Liquor License # 03-03234	License Type Lodging & Entertainment (City)	Sales Tax License # 30480955	Expiration Date 07/27/2021	Due Date 06/12/2021
Business Address 215 GRAND AVENUE Paonia CO 81428		County Delta	Phone Number 9705276610	
Mailing Address PO BOX 886 Paonia CO 81428		Email director@paradiseofpaonia.com		
Operating Manager Sunshine Knight	Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? Yes No Are the premises owned or rented? <u>Owned</u> 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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				
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 <u>No</u>				

Tax Check Authorization, Waiver, and Request to Release Information

I, Sunshine Knight am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of _____ (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>Friends of the Paradise Theatre</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address <u>215 Grand Ave / P.O. Box 886</u>			
City <u>Paonia</u>		State <u>CO</u>	Zip <u>81428</u>
Home Phone Number <u>970-527-6610</u>		Business/Work Phone Number <u>303-984-4788</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Sunshine Knight</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>5-7-21</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: Amy DeLuca

Organization, if speaking on behalf of a group: NFV Creative Coalition

Is this a request for Board action? Yes No

Please provide a summary of your comments:

We strive to support downtown business community = makers that do not have a brick n' mortar. We support art & ag as an essential economic driver to the NFV.

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

Corinne & Mary - supported downtown events, activities to promote local business

Contact information:

Name: Amy DeLuca
Physical Address: [Redacted]
Mailing Address: Po box 304 81428
E-mail: cinquecydery@gmail
Daytime Phone: [Redacted]

+ NFVCC fundraising & maintenance as Creative District

Office Use Only:
Received: 3.21.21
Approved for Agenda: 4.29.21
Board Meeting Date: 5.25.21

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" 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"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

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

1. Name of Applicant Organization or Political Candidate: **NFU Creative Coalition** State Sales Tax Number (Required)

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP):
**130 Grand Ave
 PO Box 143
 Paonia Co 81428**

3. Address of Place to Have Special Event (include street, city/town and ZIP):
**200 block grand ave Paonia
 between 2nd / 3rd**

4. Authorized Representative of Qualifying Organization or Political Candidate: **Amy DeLuca** Date of Birth: [Redacted] Phone Number: [Redacted]

Authorized Representative's Mailing Address (if different than address provided in Question 2.):
PO Box 304

5. Event Manager: **same as above** Date of Birth: [Redacted] Phone Number: [Redacted]

Event Manager Home Address (Street, City, State, ZIP): [Redacted] Email Address of Event Manager: **airquecyclery@gmail.com**

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
 No Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
 No Yes License Number _____

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	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To
June 26	3 P.m.	8 P.m.	July 31	3pm.	8p.m.	AUG 28	3 P.m.	8 P.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: **[Signature]** Title: **event manager** Date: **3-19-21**

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): City 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)	\$

Application Information and Checklist

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

- Appropriate fee. \$75
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises. TOP
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If not incorporated, a NONPROFIT charter; or
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

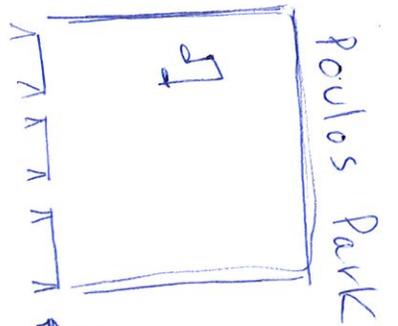
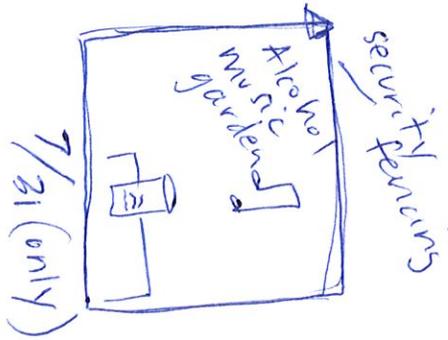
(44-5-102 C.R.S.)

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

Female	Male	White	Black	Hispanic	Native American	Asian	Other	Age 18-24	Age 25-34	Age 35-44	Age 45-54	Age 55-64	Age 65+
--------	------	-------	-------	----------	-----------------	-------	-------	-----------	-----------	-----------	-----------	-----------	---------

security xx

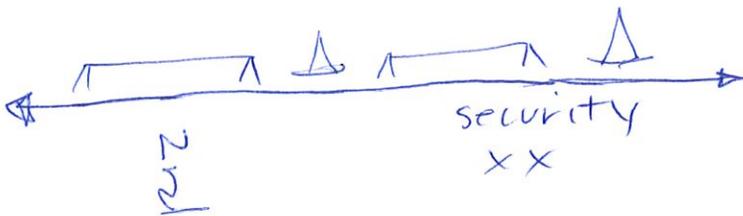
3rd



Alcohol's security, first aid
NPA Cchooth

$$\frac{4}{26} + \frac{8}{28}$$

vendors



security xx

2nd

AGENDA SUMMARY FORM



Community Member Ethics Complaint

Summary:
 Tabled from May 11, 2021 meeting.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

May 12, 2021

Memorandum - Ethics Complaint

TO: Paonia Board of Trustees and Mayor

FROM: Suzanne Watson, 903 Second St., Paonia CO

Date: April 8, 2021

Subject: Violation of Resolution 2017-06 Establishing Standards of Conduct for Elected Officials.

On March 24th, 2021 I attended the bi-weekly Personnel Committee meeting and observed the check signing process for disbursements with Finance Officer Cindy Jones, Treasurer Ross King, Trustee Dave Knutson, and Trustee Karen Budinger. Administrator Ferguson was not in the meeting but in and out of the room which also serves as her office but was not participating in the meeting. Treasurer King left after the disbursements were concluded. The meeting continued with Jones, Knutson and Budinger. Discussion of paid time off (PTO) discussion as announced by the committee as a topic at the previous Board meeting) ensued.

Trustee Knutson said that he didn't want to see employees getting paid at the end of the year because they didn't use their vacation time. He asserted that it was also difficult to hire someone to cover during vacations because the period was so brief. He presented a calendar specific to Finance Officer Cindy Jones' work schedule and explained that Cindy had highlighted the days she could take off during the summer. They were going to review potential vacation days.

At this point I asked if this wasn't Corinne's job? I stated that Cindy was Corinne Ferguson's employee, and this was not the personnel committee's job. I also said that they were interfering with the Administrator's job.

Knutson stated that the Finance/Personnel Committee's job was to "help the Town save money," so it was Committee's concern. Cindy and Trustee Budinger also concurred that Committee involvement in this matter was appropriate.

Trustee Knutson then asked me to leave the committee meeting because they needed to discuss a personnel matter which was private. At that point I left.

During this meeting, I witnessed the Personnel Committee violating Town of Paonia Resolution 2017-06 Establishing Standards of Conduct for Elected Officials. Most specifically Section 1. (d.) and (i.) as follows:

- d. No member shall act or attempt to act on any matter which is encompassed within the responsibilities of the Town Administrator or other staff member.
- i. Except where applicable laws or Town ordinances or resolutions specifically provide otherwise, no member shall allow or encourage any employee to disregard the chain of command within the Town or involve himself or herself in employment matters below the level of the Board's direct reports.

In addition to the Town's Standards of Conduct, there is also specific guidance within CIRSA/CML "Ethics, Liability & Best Practices Handbook for Elected Officials" that is being ignored. CIRSA warns that **an elected official acting outside of that elected official's "job description" puts the Town at risk.**

CIRSA states:

“From a liability standpoint, one of the worst things you can do is to act outside the scope of your legal authority. An area where authority issues often arise, particularly in smaller communities, is in the “committee,” “commissioner” or “liaison” format for personnel administration.”

Considering what I saw, I believe the activities of the Personnel Committee should be evaluated. I am concerned that out of public's view, the Personnel/Finance Committee has become overly involved in personnel matters and is overstepping its authority. The Paonia Trustees were elected to be board members as described in the State Statutes and Town Ordinances. They are not hired as Town consultants or employees.

While the Personnel Committee might believe they are “saving the Town money,” this type of involvement could easily become a costly liability.

Attachments:

1. TOWN OF PAONIA, COLORADO RESOLUTION NO. 2017-06
2. CIRSA/CML Ethics, Liability & Best Practices Handbook for Elected Official, second edition (pages 22, 43, 44)

Note: I have highlighted the most pertinent sections in the following pages.

**A RESOLUTION ESTABLISHING STANDARDS OF CONDUCT
FOR ELECTED OFFICIALS OF THE TOWN**

WHEREAS, the Board of Trustees believes that the members of the Board, including the Mayor, must act at all times within the scope of their lawful authority, in accordance with the highest ethical standards, and in a manner that accords all persons with respect and dignity; and

WHEREAS, the Board desires to establish for itself, and for each member of the Board, including the Mayor, minimum standards of conduct to assure the same; and

WHEREAS, the failure to comply with such standards would constitute serious misconduct that would reflect poorly on the Town, and would detrimentally affect the credibility of the Board and the effectiveness of the Town in serving the community; and

WHEREAS, the Board intends that the standards of conduct established herein be enforceable by such consequences as will assure compliance therewith;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Paonia, Delta County, Colorado, that the following Board of Trustees Standards of Conduct are hereby adopted:

PAONIA BOARD OF TRUSTEES STANDARDS OF CONDUCT

Section 1. **Scope of Authority.** The Mayor and each Trustee has only such authority as is conferred by applicable state statutes, and ordinances not inconsistent with such statutes. No member of the Board of including Trustees, including the Mayor, shall act in a manner that exceeds such authority, but not limited to:

- a. No member shall purport to speak on behalf of the Board on any matter on which the Board has not taken a position, or represent a Board position inaccurately.
- b. No member shall make commitments or promises individually on any matter for which a vote or consensus of the Board is required.
- c. At Board meetings, no one member shall attempt to dominate the discussion. Each member shall strive to speak once on any topic, and then allow each other member to speak on that topic before speaking again. Members shall seek recognition from the presiding officer before speaking. Members shall primarily direct remarks at Board meetings to the Board as a whole, rather than engaging in back-and-forth arguments with another member.
- d. No member shall act or attempt to act on any matter which is encompassed within the responsibilities of the Town Administrator or other staff member.
- e. No member shall give orders to any staff member who reports directly or indirectly to the Town Administrator.
- e. Excepting the provision in the Town Administrator's contract that he/she works under the "general supervision" of the Mayor; no member shall individually direct the work of the Town Administrator or other direct report of the Board. Any such directions shall only be given by the Board as a whole, and such direct reports shall be held accountable only for directions given by the Board as a whole.
- f. The Mayor (or in the Mayor's absence the Mayor pro tem) shall be responsible for presiding over meetings of the Board. Except as otherwise specifically granted by the state statutes or ordinances not inconsistent therewith, the Mayor (and in the Mayor's absence the Mayor pro tem) shall, for all other purposes, have only the same powers as any other member of the Board.

- g. Individual members may make reasonable inquiries to the Town Administrator concerning matters pertaining to their decision-making responsibilities, but shall be careful to avoid giving orders or directions.
- h. Except where applicable laws or Town ordinances or resolutions specifically provide otherwise, no member shall allow or encourage any employee to disregard the chain of command within the Town, or involve himself or herself in employment matters below the level of the Board's direct reports.
- i. No member shall direct or request the hiring or firing of any employee to or from any position that reports directly or indirectly to the Town Administrator.

Section 2. **Personal Conduct.** The Board of Trustees desires to serve as a positive example for civility, respect, and dignity in its dealings with one another, the Town's staff, citizens, and the business community. To that end, each member shall comply with the following standards of personal conduct:

- j. Each member shall respect the rights of others to be heard and given due consideration of their views.
- k. Each member shall recognize that the Mayor has the right, in consultation with the Town Administrator, to establish the agenda for all meetings.
- l. No member shall berate, intimidate, or belittle others for expressing their opinions or viewpoints, or engage in speech that is inflammatory, defamatory, demeaning, bullying, or threatening.
- m. No member shall make disparaging remarks about any Town employee in a public setting. While criticism about job performance may be a valid topic of discussion, members shall choose a setting appropriate for such discussion.
- n. No member shall fail to comply with any provision of the Town's employee handbook with respect to the treatment of employees, including but not limited to provisions concerning prohibited harassment, discrimination, and bullying.
- o. Each member shall direct all inquiries or requests for staff support to the Town Administrator, and shall respect the time limits on staff support.
- p. Each member shall comply at all times with applicable state statutes, the Paonia Municipal Code and the Rules of Procedure adopted by the Board.

Section 3. **Consequences for Violation of Standards of Conduct.** Any member of the Board who violates these standards of conduct is subject to disciplinary action. Such disciplinary action shall be taken upon approval by a vote of a majority of the Board members in office. No member shall vote on any matter pertaining to his or her own discipline. The Board reserves the right to take one or more of the following steps, after consideration of the seriousness, duration, and/or repeated nature of the violation:

- q. Remedial or educational training on the subject of the violation intended to avoid or prevent future violations;
- r. Public warning;
- s. Removal from any appointed Board position or policy liaison role;
- t. A resolution of public censure;
- u. A request that the member resign from his or her elected office; or
- v. Removal from office in accordance with C.R.S. Section 31-4-307.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11th DAY OF APRIL, 2017.

CIRSA/CML
Ethics, Liability & Best Practices Handbook for Elected Official, second edition
(excerpt- pages 22, 43, 44)

Page 22

What Key Exclusions do We Need to be Concerned About?

There are several exclusions of concern, and a few are highlighted here. These exclusions are universal in most liability policies.

The “willful and wanton” exclusion is probably the exclusion of greatest concern to elected and other public officials. This exclusion applies to both coverage parts of the liability policy, and states that coverage does not apply to any loss arising out of the actions of any elected or appointed official, trustee, director, officer, employee, volunteer or judge of a member entity when such acts or omissions are deemed to be willful and wanton. And remember, you are a “Covered Party” only while in the performance of your duties for the member entity, and acting within the scope of your authorized duties for the member entity.

As you probably know, the Colorado Governmental Immunity Act’s protections are lost when you are determined to have been acting outside the “scope of employment,” that is, outside the course and scope of your authorized duties as an elected official. But such conduct has a double consequence: the loss of your liability coverages through CIRSA. This is the reason that our public officials’ liability training places a heavy emphasis on the need to understand your “job description” as an elected official, and the need to stay within the parameters of that “job description.”

Staying within the “scope of employment” is also important to lessening your risks of liability where federal civil rights claims are concerned. You probably know that, under 42 U.S.C. Section 1983, you can be sued for a civil rights violation in your individual or official capacity. An individual capacity suit is one that alleges that you violated someone’s constitutional or other federally protected right while acting under the auspices of your public office. (An official capacity suit, on the other hand, is a suit against the entity, rather than you individually.) A finding of individual liability in a Section 1983 suit essentially means that you’ve violated a clearly established constitutional or statutory right of which a reasonable person should have been aware, and that your conduct was unreasonable. Such conduct can fall within the “outside the scope” exclusion; violating someone’s civil rights is likely not within the “job description.” Thus, elected officials need to be especially cautious about conduct that could be actionable as an intentional civil rights violation.

Pages 43, 44

Be Aware of the Scope of Your Authority, and Stay Within That Scope

From a liability standpoint, one of the worst things you can do is to act outside the scope of your legal authority. An area where authority issues often arise, particularly in smaller communities, is in the “committee,” “commissioner” or “liaison” format for personnel administration. In this format, an individual council member or trustee is in a supervisory or oversight relationship with respect to a department, department head, or employee. Thus, a town might designate a trustee as “water commissioner,” “police commissioner,” etc.

What’s troubling about this format is that it’s often not described anywhere in the community’s enactments, nor is the authority of each commissioner set forth in writing. Rather, this format seems to be a relic of oral history and tradition. But the lack of written guidelines means that there are significant personal risks to the commissioner. What if the commissioner takes an adverse job action, such as seeking to terminate an employee? Under what authority is the commissioner acting?

If the commissioner can't prove that the action was within the scope of his or her authority, there may be consequences from a liability and insurance coverage standpoint. The Governmental Immunity Act, for instance, provides protections for public officials only when in the performance of their *authorized duties*. Likewise, liability coverage protections through CIRSA only apply when a public official is acting *within the scope and performance of official duties*. Finally, even if there is authority on the books, this format in particular can lend itself to uncertainty over who does what—"Is this a decision for the board, commissioner or department head?"

Similar questions arise when an individual elected official chooses to become involved in a personnel matter in a way that isn't authorized by the entity's personnel enactments. Where is the authority for such involvement? If you can't find a firm source of authority, you may be heading for trouble. An individual elected official's inappropriate action can not only create liability exposure for the official, but put him or her crosswise with the other members of the governing body.

Respect the Principle That Each Employee Should Have Only One Boss

This seems like an obvious principle that every organization should follow. You don't want an employee confused by multiple directions from multiple supervisors. You also don't want an employee playing one supervisor off against another. When elected officials become inappropriately involved in personnel matters, this basic principle is violated, and the result is chaos.

If you allow yourself to become embroiled in a personnel matter involving a subordinate employee, the employee may then feel that the word of his or her supervisor can be disregarded. You may have forever undermined that supervisor's authority, or allowed the subordinate to do so. Likewise, if you were involved in lobbying for the hiring of a favorite applicant (even if it was for good reasons), that person may always feel that you, not his or her supervisor, are the go-to person on personnel issues.

Similar principles apply with respect to your governing body's oversight of its manager/ administrator and other direct reports. Elected officials should recognize the council/ board is not a group of seven or other multiple number of bosses, but one boss. Therefore, members of the body should commit themselves to speaking with one voice to their direct reports and to exercising their oversight role—e.g. performance reviews, goal setting, etc.—as a group. Even when there are differences of opinion as to how to address an issue with the manager/administrator, the body should arrive at its position. If the governing body does not work to speak with one voice to its direct reports, it's undermining its credibility as a board and its ability to gain accountability at the highest levels in the organization.

This is not to suggest that a militaristic chain of command is required in every workplace. In fact, flexibility in reporting relationships is desirable in some situations. For instance, you wouldn't want to lock your employee into reporting a harassment claim only to an immediate supervisor, if the immediate supervisor is the one alleged to be engaging in the harassment. But you can maintain the needed flexibility without collapsing into the chaos that your inappropriate involvement in personnel matters will beget.

TOWN OF PAONIA, COLORADO
RESOLUTION NO. 2017-06

**A RESOLUTION ESTABLISHING STANDARDS OF CONDUCT
FOR ELECTED OFFICIALS OF THE TOWN**

WHEREAS, the Board of Trustees believes that the members of the Board, including the Mayor, must act at all times within the scope of their lawful authority, in accordance with the highest ethical standards, and in a manner that accords all persons with respect and dignity; and

WHEREAS, the Board desires to establish for itself, and for each member of the Board, including the Mayor, minimum standards of conduct to assure the same; and

WHEREAS, the failure to comply with such standards would constitute serious misconduct that would reflect poorly on the Town, and would detrimentally affect the credibility of the Board and the effectiveness of the Town in serving the community; and

WHEREAS, the Board intends that the standards of conduct established herein be enforceable by such consequences as will assure compliance therewith;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Paonia, Delta County, Colorado, that the following Board of Trustees Standards of Conduct are hereby adopted:

**PAONIA BOARD OF TRUSTEES
STANDARDS OF CONDUCT**

Section 1. **Scope of Authority.** The Mayor and each Trustee has only such authority as is conferred by applicable state statutes, and ordinances not inconsistent with such statutes. No member of the Board of Trustees, including the Mayor, shall act in a manner that exceeds such authority, including but not limited to:

- a. No member shall purport to speak on behalf of the Board on any matter on which the Board has not taken a position, or represent a Board position inaccurately.
- b. No member shall make commitments or promises individually on any matter for which a vote or consensus of the Board is required.
- c. At Board meetings, no one member shall attempt to dominate the discussion. Each member shall strive to speak once on any topic, and then allow each other member to speak on that topic before speaking again. Members shall seek recognition from the presiding officer before speaking. Members shall primarily direct remarks at Board meetings to the Board as a whole, rather than engaging in back-and-forth arguments with another member.
- d. No member shall act or attempt to act on any matter which is encompassed within the responsibilities of the Town Administrator or other staff member.
- e. No member shall give orders to any staff member who reports directly or indirectly to the Town Administrator.

- f. Excepting the provision in the Town Administrator's contract that he/she works under the "general supervision" of the Mayor; no member shall individually direct the work of the Town Administrator or other direct report of the Board. Any such directions shall only be given by the Board as a whole, and such direct reports shall be held accountable only for directions given by the Board as a whole.
- g. The Mayor (or in the Mayor's absence the Mayor pro tem) shall be responsible for presiding over meetings of the Board. Except as otherwise specifically granted by the state statutes or ordinances not inconsistent therewith, the Mayor (and in the Mayor's absence the Mayor pro tem) shall, for all other purposes, have only the same powers as any other member of the Board.
- h. Individual members may make reasonable inquiries to the Town Administrator concerning matters pertaining to their decision-making responsibilities, but shall be careful to avoid giving orders or directions.
- i. Except where applicable laws or Town ordinances or resolutions specifically provide otherwise, no member shall allow or encourage any employee to disregard the chain of command within the Town, or involve himself or herself in employment matters below the level of the Board's direct reports.
- j. No member shall direct or request the hiring or firing of any employee to or from any position that reports directly or indirectly to the Town Administrator.

Section 2. **Personal Conduct.** The Board of Trustees desires to serve as a positive example for civility, respect, and dignity in its dealings with one another, the Town's staff, citizens, and the business community. To that end, each member shall comply with the following standards of personal conduct:

- a. Each member shall respect the rights of others to be heard and given due consideration of their views.
- b. Each member shall recognize that the Mayor has the right, in consultation with the Town Administrator, to establish the agenda for all meetings.
- c. No member shall berate, intimidate, or belittle others for expressing their opinions or viewpoints, or engage in speech that is inflammatory, defamatory, demeaning, bullying, or threatening.
- d. No member shall make disparaging remarks about any Town employee in a public setting. While criticism about job performance may be a valid topic of discussion, members shall choose a setting appropriate for such discussion.
- e. No member shall fail to comply with any provision of the Town's employee handbook with respect to the treatment of employees, including but not limited to provisions concerning prohibited harassment, discrimination, and bullying.
- f. Each member shall direct all inquiries or requests for staff support to the Town Administrator, and shall respect the time limits on staff support.
- g. Each member shall comply at all times with applicable state statutes, the Paonia Municipal Code and the Rules of Procedure adopted by the Board.

AGENDA SUMMARY FORM

	<p>DMEA - Franchise Agreement Update</p>		
<p>Summary: Second reading of the updated DMEA franchise agreement.</p>			
<p>Notes: Case law reference requested by the Board to be provided by DMEA.</p>			
<p>Possible Motions:</p> <p>Motion by: _____ 2nd: _____ vote: _____</p>			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

May 19, 2021

ORDINANCE NO. 2021-02

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

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

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

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

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

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

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

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

ARTICLE 1
TITLE AND DEFINITIONS

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

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

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

ARTICLE 2 GRANT OF FRANCHISE

2.1 Grant of Franchise.

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

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

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

**ARTICLE 3
TERM OF FRANCHISE**

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

**ARTICLE 4
FRANCHISE FEE**

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

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

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

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

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

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

ARTICLE 5 MODIFICATION OF FRANCHISE FEE

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

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

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

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

ARTICLE 6 DISCLOSURE OF RECORDS

6.1 Town Information Rights.

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

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

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

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

ARTICLE 7 RATES

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

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

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

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

ARTICLE 8
SUPPLY, CONSTRUCTION AND DESIGN

8.1 Supply; Reliability.

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

8.2 Obligations Regarding Company Facilities.

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

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

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

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

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

8.4 Relocation of Company Facilities.

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

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

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

8.7 Technological Improvements.

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

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

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

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

**ARTICLE 9
COMPLIANCE**

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

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

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

ARTICLE 10 USE OF COMPANY FACILITIES

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

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

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

ARTICLE 11 INDEMNIFICATION OF THE TOWN

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

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

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

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

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

ARTICLE 12 UNDERGROUNDING OF OVERHEAD FACILITIES

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

ARTICLE 13 TRANSFER OF FRANCHISE

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

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

ARTICLE 14 MUNICIPALIZATION

14.1 Town's Right To Purchase Or Condemn.

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

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

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

**ARTICLE 15
BREACH**

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

**ARTICLE 16
APPROVAL; AMENDMENTS**

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

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

**ARTICLE 17
MISCELLANEOUS**

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

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

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

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

To the Town: Mayor PO Box 460 214 Grand Avenue Paonia, CO 81428	To the Company: Chief Executive Officer 11925 6300 Road Montrose, Colorado 81401
---	---

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

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

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

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

Executed this ____ day of _____, 2021, to be effective _____.

Company:

Delta-Montrose Electric Association, a
Colorado cooperative electric association

By: _____
_____, CEO

Town:

Town of Paonia, Delta County, Colorado

By: _____
Mary Bachran, Mayor

AGENDA SUMMARY FORM



Ordinance 2021-03 Board of Appeals

Summary:

Attached is the second read of the Board of Appeals ordinance. Modified number of members to five (5) which reflects Chapter 2 Article 8 Section 2-8-20 (ZBA) and Chapter 18 Article 4 Section 18-4-30 (Board of Appeals).

Notes:

Staff suggested the combining of the Board of appeals and board of adjustments because of the historical difficulty with filling advisory boards and committees. This is a Board decision on how to proceed.

Modifications following the last meeting may be provided after publication of this packet by Attorney Nerlin.

Thank you.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

May 20, 2021

ORDINANCE NO. 2021-____

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

Section 1. Legislative Findings.

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

Section 2. Additions to the Town Code.

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

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

Sec. 18-11-10. Appeal Procedures.

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

~~(e)~~
Sec. 18-11-20. Hearings.

- (a) All hearings of the Board of Appeals shall be held within thirty (30) days of the filing of the appeal.
- (b) At hearings, all witnesses shall be sworn-in and the Chairperson will utilize such procedures as the Board of Appeals finds will ensure fairness and efficiency. The Board of Appeals shall not be required to observe formal rules of evidence but may consider any testimony or other evidence the Board finds reasonably reliable and calculated to aid the Board of Appeals in reaching an accurate determination of the issue involved. Rulings on questions of procedure, admissibility of evidence, and

exhibits will be made by the Chairperson and will stand unless objected to by a member of the Board of Appeals, in which event the question will be decided by a majority vote of the members of the Board present.

- (c) The Board of Appeals shall have the authority to review any written final decisions of the building official regarding the suitability of alternate materials, methods of construction, or regarding the technical application and interpretation of the building codes adopted by reference, and any amendments thereto, within this Chapter 18. The Board of Appeals shall also be authorized to issue advisory opinions and policies regarding such matters at the request of the building official. The Board of Appeals shall not have the authority to waive requirements of any such code, nor shall the Board of Appeals have the authority to recommend decreasing public safety or fire-resistive standards set forth in any section of such codes. A decision of the Board shall not be considered a precedent for future decisions of the building official. The Board of Appeals shall act in each instance based upon the facts presented in the appeal.
- (d) In the event of a conflict between any building codes adopted by the Town and this Chapter 18, Article 11, the Town Code shall take precedent. Notwithstanding the foregoing, for any matter which the Town Code is silent, the Board of Appeals shall take into account direction and guidance from the relevant building code(s).

Sec. 18-11-30. Fees.

For all applications for, a fee shall be charged to cover the administrative costs of conducting the hearing. The amount of the fee shall be established by resolution of the Board of Trustees.

Sec. 18-11-40. Decisions.

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

Section 3. Severability.

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

Section 4. Repeal of Prior Ordinances.

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

Section 5. Ordinance Effect.

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

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

Section 6. Effective Date.

This Ordinance shall take effect thirty days after adoption. .

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

TOWN OF PAONIA, COLORADO, A MUNICIPAL CORPORATION

By: _____
Mary Bachran, Mayor

ATTEST:

CORINNE FERGUSON, Town Clerk

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

TOWN OF PAONIA, COLORADO, A MUNICIPAL CORPORATION

By: _____
Mary Bachran, Mayor

ATTEST:

CORINNE FERGUSON, Town Clerk

Approved as To Form:

BO JAMES NERLIN #40397, Town Attorney

AGENDA SUMMARY FORM

	<p>Lot 5 Hawks Haven Subdivision Pre-Annexation Extension Request</p>		
<p>Summary: Request from Lot 5 owner, Donna Littlefield, to extend pre-annexation agreement for development for 5 years.</p>			
<p>Notes:</p> <p>The water tap is paid for in full. The monthly stand-by fee is assessed and collected as required per Town ordinance. Staff has no issue or concern with the extension as requested.</p>			
<p>Possible Motions:</p> <p>Motion by: _____ 2nd: _____ vote: _____</p>			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

May 19, 2021

TOWN OF PAONIA
REQUEST TO BE PLACED ON AGENDA

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

Here are things you need to know:

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

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

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

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

Name of person making presentation: Donna Littlefield

Organization, if speaking on behalf of a group: _____

Is this a request for Board action? Yes No

Please provide a summary of your comments:

I am requesting an extension on the development of my water tap for lot 5 in Hawk's Haven subdivision for an additional 5 years.

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

Corinne Ferguson

Contact information:

Name: Donna Littlefield
Physical Address: [REDACTED]
Mailing Address: same
E-mail: [REDACTED]
Daytime Phone: [REDACTED]

Office Use Only:
Received: 5.11.0021
Approved for Agenda: _____
Board Meeting Date: 5.25.0021

AMENDMENT TO PRE-ANNEXATION AGREEMENT

This Agreement is entered into between the undersigned owners of the property known as the Hawk's Haven Major Subdivision, described in Exhibit A and attached hereto (hereinafter referred to as "OWNERS") and the town of Paonia, Colorado, a municipal corporation (hereinafter "TOWN") on this 29th day of March, 2021.

WHEREAS, Hawks Haven, LLC, a Colorado Limited Liability Company, the developer of the Hawks Haven Major Subdivision described in Exhibit A, purchased seven (7) water taps from the Town on or about July 9, 2007, and,

WHEREAS, in consideration for the Town's agreement to sell the seven (7) water taps to Hawks Haven, LLC, the members of Hawks Haven, LLC entered into a Pre-Annexation Agreement, which was recorded in the real property records of Delta County, Colorado, on August 15, 2008 at reception number 628105; and

WHEREAS, six of the seven water taps have been installed and put into service on Lots 1,2,3,4,6,and 7 in the Hawks Haven Major Subdivision as described in Exhibit A; and

WHEREAS, Hawks Haven, LLC filed a Statement of Dissolution with the Colorado Secretary of State on May 23, 2013; and

WHEREAS, the undersigned owners, with the exception of the Hawks Haven Homeowners Association, are the current owners of the seven (7) water taps, which were sold to Hawks Haven, LLC, subject to the terms and conditions of the Pre-Annexation Agreement; and

WHEREAS, the parties hereto wish to amend the above-referenced Pre-Annexation Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Owners acknowledge and agree that the property described in Attachment A is subject to the terms and conditions set forth in the Pre-Annexation Agreement recorded in the real property records of Delta County, Colorado on August 15, 2008 at reception number 628105.
2. The owner of Lot 5 is granted an extension of time to comply with the requirements of the Pre-Annexation Agreement, up to and including December 31, 2026, in which to install, connect and put into service the water tap they own in a finished building on the property, which they currently own in the Hawks Haven Major Subdivision.
3. The sixth paragraph of the Pre-Annexation Agreement regarding annexation is amended in total to read as follows:

In the event the Town desires to annex the property described in Exhibit A, the undersigned owners agree to cooperate fully with the Town to accomplish the successful annexation thereof, and will comply with all of the legal requirements and conditions pertaining to the annexation fo the property to the Town and sign all petitions and maps pertaining thereto. The Town may take any available action which may be necessary to enforce the provisions of this Agreement. The reasonable administrative costs and expenses of any annexation proceedings shall be paid by the Owners of the property to be annexed, on a pro-rata basis. In the event that the Town of Paonia may want to proceed with the annexation of Hawks Haven Subdivision, the Town will give notice to the Owners prior to public notice.

4. All terms and conditions herein set forth run with the land described in Exhibit A and will transfer to successive owners. In accepting title to the properties described in Exhibit A, successors to the undersigned Owners expressly agree to be bound by these terms.

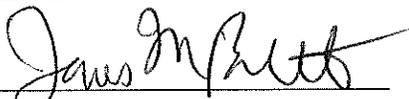
5. This Agreement shall be recorded pursuant to the provisions of the Colorado Statutes, and the Town may undertake any action legally available to enforce the provisions hereof. In the event the Town is required to undertake any action to enforce the terms hereof, the undersigned Owners and their heirs, successors and assigns agree that the Town may recover from the Owners of said property its reasonable expenses, including attorney's fees, incurred with respect to such action.

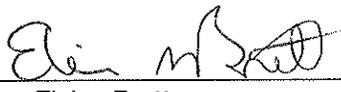
6. To the extent that there is any conflict between the terms and conditions of the Pre-Annexation Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall supersede and control in all instances. Except as modified herein, the Pre-Annexation Agreement shall remain unchanged.

7. If any section, sections or provisions of this agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other sections or provisions of this agreement if they can be given effect without the invalid section, sections, or provisions. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together shall constitute one agreement.

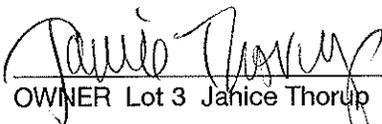
8. This Agreement will be approved by the Board of Trustees of the Town of Paonia, Colorado conditioned upon the acceptance and execution by all OWNERS.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 29th day of March, 2021.


OWNER Lot 1 James Brett

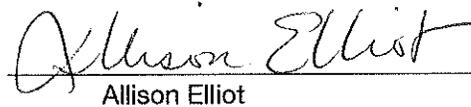

Elaine Brett

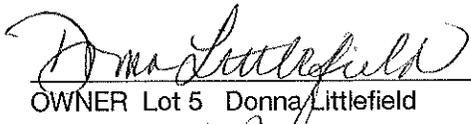

OWNER Lot 2 Karen Reeder


OWNER Lot 3 Janice Thorup

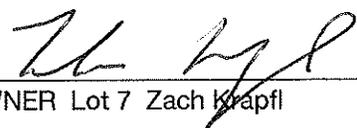

Phillip Salembier


OWNER Lot 4 Harold Brill


Allison Elliot


OWNER Lot 5 Donna Littlefield


OWNER Lot 6 Brewster Hanson


OWNER Lot 7 Zach Krapfl

RECEPTION#: 691898, 12/14/2016 at 04:10:48 PM, 8 OF 8, R \$46.00
TERI A. STEPHENSON, DELTA COUNTY, CO CLERK AND RECORDER

Exhibit "A"

**Attached to the Amendment to Pre-Annexation Agreement
for Hawks Haven Major Subdivision**

Lots 1, 2, 3, 4, 5, 6, and 7 of Hawks Haven Major Subdivision, including open space and conservation easements, as depicted on the plat thereof recorded February 25, 2008 at Reception No. 623196, Delta County Records; as modified by the Administrative Replat of Lots 3 and 4 recorded August 20, 2012 at Reception No. 660531, Delta County Records; and as also modified by the Replat of Lot 1 and Lot 2 recorded 11/27/2012 at Reception No. 662768, Delta County Records.

AGENDA SUMMARY FORM



The Nature Connection & Western Slope Conservation Center - Trail Plan Presentation and In-Kind Request

Summary:

Update on trail system on Town property near High School and request for in-kind.

Notes:

MOU submitted to Town Attorney for review.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

GOCO Generation Wild Grant Award
Memorandum Of Understanding
Between
The Town of Paonia & The Nature Connection (DCSD)

PARTIES:

This Memorandum of Understanding ("MOU") is made and entered into by The Nature Connection ("TNC"), whose address is 397 Bulldog Street, Hotchkiss, Colorado 81419, and The Town of Paonia - with properties including the Riverpark Trail Extension located on DCSD / Paonia K8 school and Town of Paonia .

PURPOSE:

This MOU between the entities listed above is intended to clarify a working relationship for a project spearheaded by The Nature Connection on the property of and in cooperation with The Town of Paonia. This GOCO Generation Wild Grant (2021-25) project includes, but is not limited to construction and maintenance of an educational trail and outdoor learning area.. This agreement serves as a working document for continued support and collaboration between the two entities.

TERM:

This agreement will be in effect from the date of signing and will automatically renew each year on -----(through Jan 31, 2025) unless either party submits a written request for amendment no less than (45) days before the proposed change may be enacted. The Board of Directors for both parties must approve any changes.

RESPONSIBILITIES:

The Nature Connection agrees to:

- a. Provide school year, family outdoor programs and summer camps through 2021-25 Generation Wild Grant
- b. Train and manage high school interns to perform annual maintenance on the community trail on Town of Paonia and DCSD property.
- c. Provide liability insurance and waivers for all TNC programs hosted on Town and school district trails

The Town of Paonia agrees to:

- a. Contribute \$5000 annually to The Nature Connection high school pathways program to support annual trail maintenance.
- b. Annual maintenance and periodic inspection of trail and bridge for public safety
- c. Allow for trail use for school district and TNC summer and community programs
- d. Provide letters of support for grant applications to fund continued maintenance and trail improvements

Commented [1]: Not sure what to say here

GENERAL PROVISIONS:

Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written document, and effective when executed and signed by all parties to this MOU.

Applicable Law: The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Colorado. The courts of the State of Colorado shall have jurisdiction over any action arising out of this MOU and over the parties.

Entirety of Agreement: This MOU, consisting of ____ pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

Severability: Should any portion of the MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

Sovereign Immunity: The parties herein do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties named herein, and shall insure solely to the benefit of those parties. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties herein intend and expressly agree that only

parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

INDEMNITY:

The Nature Connection agrees to indemnify and hold the Town of Paonia harmless from all claims, actions, suits (including but not limited to volunteers and staff, agents, or patrons), arising out of, or in connection to building, use, and occupation of all designated premises.

The effective date of this MOU is the date of the signature last affixed to this page.

Approved this _____ day of _____, 2021

The Nature Connection
Director of Operations

By _____

By _____



Town of Paonia Update

Goal: Extend the Paonia River Park trail system to the new Paonia K8 school and to the Paonia Library



The Nature Connection has secured a grant from Colorado Parks and Wildlife to fund the design of a pedestrian bridge over the North Fork of the Gunnison on the Town of Paonia parcel located at: 3 W 4th St.

Parcel Number 324506201006

Right now we have allocated **up to \$10,000** for the design of the pedestrian bridge. There may be some environmental clearances and permitting required and we hope to reserve some of this money for these purposes.

Action items:

- In-kind contribution for construction. [Jake Hartter](#) from WSCC has been in contact with Travis regarding the use of Town equipment to grade an entrance to the trail from Grand Ave. We also have another small segment needing back-hoes and/or larger equipment to move rocks.
- MOU between Town of Paonia and The Nature Connection over maintenance of the trail including parts on Town property and DCSD property. Our proposal is that TNC hires and manages youth crews to do annual maintenance, clear brush, weeds and address simple drainage and tread issues. The bridge and any safety concerns will be fully the responsibility of the Town. If major tree removal or



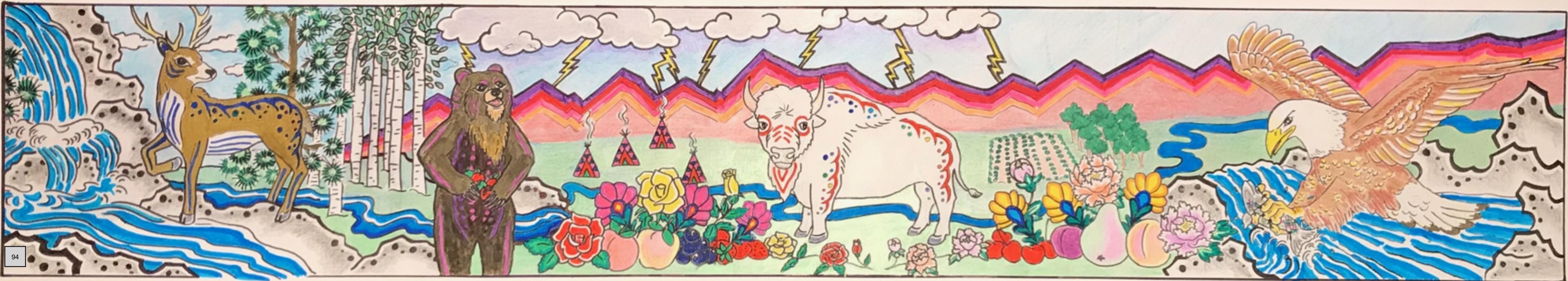
large limbs present a public safety hazard, Town will work with WSCC to get volunteers or Town personnel to remove hazard trees.

- Scope of Work and Town of Paonia RFP for the design of a pedestrian bridge. Our grant will reimburse the Town for expenses related to contracting an engineering firm to design a pedestrian bridge. TNC would like to have input on the review of applicants and the awarding of a contract, however the RFP should come from the Town as work will be completed on Town Property.
- Ownership and liability for trail: DCSD and TNC would like to make sure that we have had a formal discussion and include language in the MOU around liability for public use of trail. Since the trail crosses Town and School property multiple times. I'd like to propose a few ideas:
 - Town of Paonia can close bridge for public safety reasons
 - School District can close access-trail to school for any reason
 - WSCC will manage the discussion with CPW around closure for wildlife (winter closure.)
 - Town or School district can initiate a closure, reroute for any safety reasons

AGENDA SUMMARY FORM

	North Fork Valley Creative Coalition - Poulos Park Wall Mural		
Summary: Request for Board approval of the mural proposed for the back wall of Poulos Park.			
Notes: One of the final pieces to the ongoing Poulos Park Pride Project is approval of the mural solicited by North Fork Valley Creative Coalition and paid for via grant funds received by the Creative Coalition. Staff and other members of the project committee met at Poulos Park to discuss the mural project and fully support the design and the effort! Timeline to begin the mural is early June, with a quick, less than 10-day turn-around for completion.			
Possible Motions: Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

May 19, 2021



AGENDA SUMMARY FORM

	Requirements for Use of Various Areas of Town Park		
Summary: Discussion and direction regarding uses of vendors in various areas of Town Park.			
Notes: Following discussion regarding vendors use of greenspace vs. finished spaces at Town Park the Board moved to discuss requirements for use of certain areas of Town Park. Staff recommendation that food vendors for events utilize the paved areas of Town Park – this also gives best direct access to electrical panel currently.			
Possible Motions: Motion by: _____ 2 nd : _____ vote: _____			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

May 19, 2021

	Fund Balance Financial Policy		
<p>Summary: A written policy reflecting best practices and current methods used by the Town of Paonia regarding reserves and financial policies.</p>			
<p>Notes:</p> <p>The draft policy was provided at the May 11th meeting in the packet to allow for adequate time for Board review and to provide written comments, questions, or suggestions prior to the May 25th meeting. To date, May 19th no comments, concerns, or suggestions have been received therefore staff recommends the Board accept the policy as presented.</p>			
<p>Possible Motions:</p> <p>Motion by: _____ 2nd: _____ vote: _____</p>			
Vote:	Trustee Bear	Trustee Budinger	Trustee Johnson
Trustee Knutson	Trustee Meck	Trustee Pattison	Mayor Bachran:

May 19, 2021

Town of Paonia

Fund Balance and Reserve Policy 2021

The Town of Paonia, Colorado financial policies set forth the basic framework for the fiscal management of the Town. These policies were developed within the parameters established by applicable provisions of the Colorado Revised Statutes and the Town of Paonia. The policies are to be reviewed on an annual basis and modified to accommodate changing circumstances or conditions.

FINANCIAL REPORTING

The Town's accounting records are audited by an independent certified public accounting firm following the conclusion of each fiscal year in accordance with the Town and State law. The Finance Director prepares the Financial Statements in accordance with generally accepted accounting principles (GAAP) as applicable to state and local governments established by the Governmental Accounting Standards Board (GASB) for governmental accounting and financial reporting principles. The Audit Report shows the status of the Town's finances on the basis of GAAP. The Audit Report also shows fund revenues and expenditures on both a GAAP basis and budget basis for comparison purposes.

PURPOSE

The Town of Paonia has determined it to be a sound, financial practice to maintain adequate levels of unrestricted fund balance/working capital in order to mitigate current and future risks such as revenue shortfalls and unanticipated expenditures. Additionally, the Town believes that adequate unrestricted fund balance/working capital levels are a critical consideration to the Town's long-term financial planning.

It is important to clearly understand the following definitions when reviewing this policy.

Fund Balance - The net position of a governmental fund (difference between assets, liabilities, deferred outflows of resources, and deferred inflows of resources).

Fund Balance Target - A target level of fund balance to be held in reserve to meet the purposes of the Fund Balance and Reserve Policy.

Reserve - Funds set aside for the purpose of paying for capital needs, providing for obligations and liabilities, and meeting emergency needs. Board of Trustees approval is required before expending any reserves.

Reserve Requirement- Cash required to be held in reserve for a specific purpose (grants, donations or contributions from external providers) or to meet federal or state laws or regulations.

The Town of Paonia therefore desires to establish a formal Fund Balance and Reserve Policy for all Town funds that promotes responsible financial management by adhering to best budget practices and Generally Accepted Accounting Principles (GAAP). By maintaining sufficient fund balance and reserves, the Town will be well positioned to do the following:

- Provide financial security and ensure continued delivery of Town services.
- Withstand the next economic downturn or other type of fiscal stress (revenue or cash shortfall, natural disaster, or other emergencies).
- Promote stable tax rates, charges, and fees.
- Protect the Town's creditworthiness and bond rating.
- Provide flexibility to respond to unanticipated opportunities.
- Consider long-term financial planning needs.

SCOPE

This policy outlines fund balance targets and recommended reserves for all Town funds. It also recognizes the unique needs and characteristics of each Town fund and includes summary information by fund type along with detailed specifics for each individual fund.

BASIC OF PRESENTATION – FUND ACCOUNTING

The activities of the Town are organized into separate funds that are designated for a specific purpose or set of purposes. Each fund is considered a separate accounting entity, so the operations of each fund are accounted for with a set of self-balancing accounts that comprise its revenues, expenses, assets, liabilities, and fund equity as appropriate.

The number and variety of funds used by the Town promotes accountability but can also make municipal budgeting and finance complex. Therefore, understanding the fund structure is an important part of understanding the Town's finances. The Town uses Governmental Funds and within this fund type the Town has Special Revenue Funds and a Capital Investment Project Fund.

Governmental Funds

Included below is a description of the General Fund, Special Revenue Funds, and the Capital Investment Program (CIP).

The Governmental Funds of the Town of Paonia include:

General Fund: The General Fund is the Town's major operating fund. All revenues, by law or administrative control, that are not in otherwise designated funds are deposited in the General Fund. The General Fund is used to provide for Administration, Community Development, General Government, Public Safety, and Parks and Recreation services. The primary source of revenue for the General Fund is taxes.

The General Fund is used to provide for Administration, Building Permits, Public Safety, Streets, and Parks and Recreation services. The primary sources of revenues for the General Fund are:

1. Sales taxes (Town and Delta County),
2. Property taxes,
3. Franchise Taxes and
4. Intergovernmental revenues specifically Highway Users Tax.

Special Revenue Funds

Special Revenue funds account for activities supported by revenues that are received or set aside for a specific purpose that are legally restricted. These funds are described in greater detail under the Special Funds tab of this budget document. The Town has seven Special Revenue funds: Street Capital Improvement Fund, Bridge Fund, Sidewalk Fund, Space-to-Create Fund, Conservation Trust Fund, and Sales Tax Capital Improvement Fund.

Street Capital Improvement Fund: The Street Capital Improvement fund was added in 2018 and is funded by a 3% impact fees paid by the Water, Sewer and Trash Funds and is to be used for capital improvements (reconstruction and paving) of the Town proper roads. In November 2020 the citizens approved the sales of marijuana and restricted the revenues to Street Capital Improvement only.

Bridge Fund: The Bridge Fund is deferred revenue which was received from Delta County in January 2010 for the total of \$800,000 which by contract is amortized at \$40,000/year. However, in 2015, the Board of Trustees agreed to maintain the remaining funds as restricted fund to only be used for bridge projects.

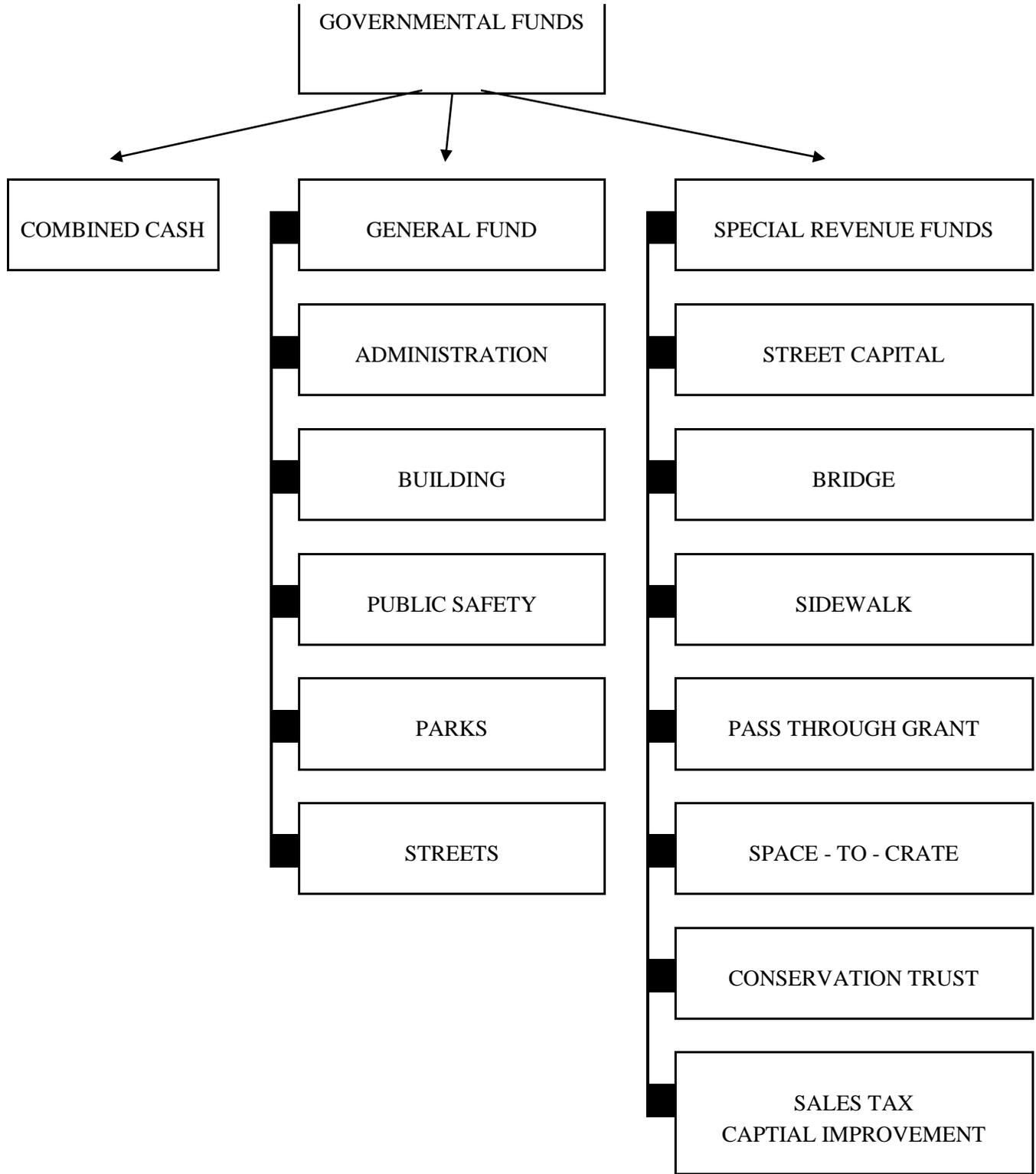
Sidewalk Fund: The Sidewalk Fund is funded through utility billing by a \$3.00 fee assessed monthly on in-Town properties only to be used to repair and replace existing sidewalks.

Space-to-Create Fund: In 2017, the Town received a grant from the Boettcher Foundation of \$35,000 to begin Space-to-Create project. Space-to-Create advance a feasibility analysis of creative sector workforce space in the Town of Paonia. The initiative began with a preliminary feasibility study and community engagement work, followed by an arts market survey. In addition, in 2018, the Town received a \$25,000 REDI Grant from DOLA for the feasibility study, a \$17,500 DOLA Grant for the Market Survey, a \$50,000 Grant from Colorado Creative Industries (CCI) for the ongoing development of the Space-to-Create project and a \$915.00 contribution from the public. In 2019, the Town was requested to return \$45,000 to the Colorado Creative Industries (CCI) as the Town was not going to be able to spend those funds on pre-development in 2019. The Town formally withdrew from the Space to Create Campaign in 2020. The balance in the account will be used to support the Paonia Creative District.

Conservation Trust Fund: The Conservation Trust Fund is used to account for monies received by the Town from the State of Colorado lottery proceeds. These funds are restricted for use in the acquisition, development and maintenance of new park and conservation sites or for capital improvements and maintenance of any existing public site for recreational purposes.

Sales Tax Capital Improvement Fund

The Capital Investment Program (CIP) Fund account for financial resources that must be used for the acquisition, improvements or construction of major capital projects. The Sales Tax Capital Improvement Fund is funded by 1% of the 3% Town Sales Tax.



Enterprise Funds

Enterprise funds are defined as being government owned businesses authorized to issue its own revenue bonds and receiving under ten percent of its annual revenue in grants from all Colorado state and local governments. These are self-sustaining funds. Revenues are generated from fees and expenses disbursed from the same fund. Funds are not intermingled with other enterprise funds.

The Enterprise Funds (business-type activities) of the Town of Paonia include the:

Water Fund: The Town operates two water treatment facilities. The upper system, also known as the 2-Million Gallon (2MG) Water Treatment Plant (WTP) services primarily the out-of-town customers, water companies and the northeast end of Town. The lower system, also known as the 1-Million Gallon (1MG) Water Treatment Plant or commonly referred to as the "Clock Plant" services mostly Town proper. The primary sources of revenue are charges for service for operational expenses. This fund is used to account for the revenues and expenses associated with the operations and maintenance of the water treatment and delivery (distribution) system. Also, to be included in the charges for services or any rate consideration for this fund are the repayment of loans for the water treatment facilities and monies for capital re-investment to these systems.

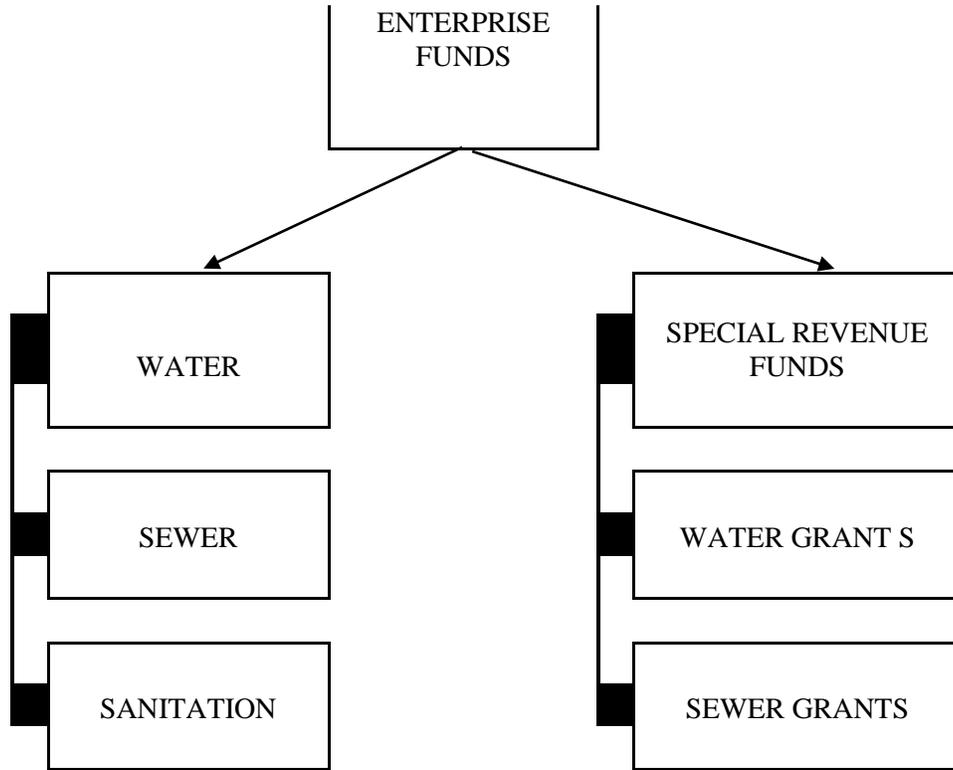
Water Grant Project Fund: The Grant Project Fund is funded by refundable grants designated to specific projects plus Town matching funds. This fund is a "pass through fund" specifically for the tracking of grants awarded. This fund is combined with the water fund as a sub-fund in the current year.

Sewer Fund: The Town operates a Wastewater Treatment Plant (WWTP) and sanitary sewer collection system. The primary sources of revenue are charges for service. This fund is used to account for the revenues and expenses associated with the operations and maintenance of the wastewater treatment plant and collections system. Also, to be included in the charges for services or any rate consideration for this fund are the repayment of loans for the wastewater treatment plant facility and monies for capital re-investment to this system.

Sewer Grant Project Fund: The Grant Project Fund is funded by refundable grants designated to specific projects plus Town matching funds. This fund is a "pass through fund" specifically for the tracking of grants awarded. This fund is combined with the sewer fund as a sub-fund in the current year.

Sanitation (Trash) Fund: The Trash Fund is used to account for revenues and expenses associated with the collection and disposal of trash for In-Town residents and businesses. Charges for the service are the only revenue source for this activity.





Policy Guidance

The Government Finance Officers Association (GFOA), founded in 1906, has nearly 200 Best Practices regarding various areas of public finance. These Best Practices are approved by the GFOA Executive Board and identify policies and procedures that contribute to improved government management. The following three Best Practice relate to fund balances and reserves:

1. Fund Balance Guidelines for the General Fund
 - Establish a formal policy regarding the level of unrestricted fund balance to be maintained in the general fund for Generally Accepted Accounting Principles (GAAP) and budgetary purposes.
 - Maintain a minimum of two months of regular general fund operating revenues or general fund operating expenditures.
 - Consider the following factors while developing a fund balance and reserve policy: predictability of revenues and expenditures, perceived exposure to significant one-time outlays, general fund commitments to other funds, availability of resources in other funds, bond rating impacts and borrowing costs, other commitments and assignments.
 - Replenish expended fund balances within one to three years of use.

2. Working Capital Targets for Enterprise Funds
 - Adopt a target amount of working capital to maintain in each enterprise fund.
 - Develop a working capital target amount that best fits the characteristics of each fund.
 - Start with a baseline of 90 days worth of working capital, then adjust up or down based upon each fund's particular characteristics.

3. Achieving a Structurally Balanced Budget
 - Adopt policies for operating funds to achieve and maintain a structurally balanced budget.
 - Identify items related to structural balance (recurring and non-recurring revenues, recurring and non-recurring expenditures, and reserves).
 - Define a minimum amount of funds to hold in reserve.

The Governmental Accounting Standards Board (GASB), established in 1984, is the source of Generally Accepted Accounting Principles (GAAP) used by state and local governments in the United States. The GASB issues pronouncements designed to provide taxpayers, legislators, municipal bond analysts, and others with useful information for decision-making. The GASB's major guidance related to fund balance is found in the GASB's Statement No. 54 (GASB 54) on Fund Balance Reporting and Governmental Fund Type Definitions.

GASB 54 defines five classifications of fund balance, which are summarized in the table below:

Governmental Accounting Standards Board Statement No. 54 Fund Balance Classifications

CLASSIFICATION	DEFINITION
Nonspendable	Resources that are not in a spendable form (inventories, prepaid items, or items required to be maintained intact).
Restricted	Resources constrained to specific purposes by external providers (creditors, granters, contributors, and other levels of government) through laws and regulations.
Committed	Resources constrained by limitations the Town imposes upon itself at its highest level of decision-making authority (Town Council); limitations remain binding unless removed in the same manner.
Assigned	Resources a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates authority.
Unassigned	Resources available for any purpose; these resources are reported only in the General Fund.

*It is the unrestricted categories of fund balance, committed, assigned, and unassigned, that this policy focuses on, as the Town has direct control over these categories.

FINANCIAL POLICIES

The Town is accountable to its citizens for the use of public funds. Resources need to be used wisely to ensure adequate funding for current and long term needs of the community. Financial policies are developed to provide the resources necessary to accomplish the Town's goals while maintaining fiscal stability. These policies should be reviewed and updated annually to ensure their applicability toward achievement of the Town's goals.

BALANCED OPERATING BUDGET POLICY

The Town is required to adopt a balanced budget where operating revenues are equal to, or exceed, operating expenditures. Any increase in expenses, decrease in revenues, or combination of the two that would result in a budget imbalance will require budget revision, rather than spending un-appropriated surpluses or designated reserves to support ongoing operations. Any year end operating surpluses will revert to un-appropriated balances for use in maintaining reserve levels set by policy and the balance will be available for capital projects and/or "one-time only" expenditures.

Revenue

- **Property Taxes - Statutory and Constitutional Limitations.** Due to imposition of limitations on the mill levy and tax revenues through statutory and constitutional requirements, the mill levy has been reduced by a temporary tax credit over the last 10 years. In 2013 the town approved a ballot issue removing the Town from the statutory property tax revenue limitations of CRS 29-1-301, et seq. (the "5.5%" limit), allowing the town to earn the entire mill levy of 8.322%. Approval by the voters is required for an increase in the mill levy. Property tax revenues increase as a result of growth in the Town from new construction and annexations.
- **One-time Revenues.** On-going revenues should equal or exceed on-going expenditures. To the extent feasible, one-time revenues will be applied toward one-time expenditures and not used to finance on-going programs.
- **Charges for Services.** Charges for services shall be reviewed at least annually and may be adjusted periodically to offset the cost of providing those services.
- **Diversification of Revenues.** The Town shall continue to diversify its revenue sources to encourage financial stability and avoid becoming overly reliant on a specific segment of the Town's revenue base.

Expenditures

- **Personnel Costs.** Town of Paonia employee compensation will be comparable to other governmental entities with similar characteristics to Paonia including population, services provided, and economic conditions. Salary and pay range adjustments are based on a ratio of increases in the market and individual employee performance.
- **Performance Measurements.** The Board of Trustees and staff will identify areas where the measurement of performance will provide them and the public with useful

information about the effectiveness and efficiency of the Town's use of resources. The purpose of performance measures is to provide data to improve quality of services and/or provide services in a more cost-effective manner.

CAPITAL IMPROVEMENT PROGRAM POLICY

The Capital Improvement Program (CIP) will be utilized to identify capital projects and/or improvements that are part of the Town's strategic vision and economic development efforts.

A one-year Capital Improvement Plan is prepared and updated on an annual basis during the budget process. Revenue sources for each project will be identified in the Plan as well as ongoing operating requirements for each capital investment.

The CIP will cover, at a minimum, a five (5) year period and provide a projection of the financing needs required to implement the CIP. The CIP will include the associated ongoing operations and maintenance costs of such capital assets and/or improvements so that the total costs of the projects are considered. The CIP will be updated annually by the Town's Public Works' Director as part of the budget process.

TOWN OF PAONIA

RESERVE POLICY

Fund Balance is defined as the difference between assets and liabilities in a governmental fund (General Fund, Special Revenue Funds, and Capital Project Funds). Working Capital is defined as the difference between current assets and current liabilities for non-governmental funds (Enterprise Funds). Fund balance targets are largely based on set percentages of a fund's operating expenditures to be held in reserve to meet the purposes outlined at the beginning of this policy.

GFOA's Fund Balance Guidelines for the General Fund Best Practice recommends maintaining a minimum of two months of regular general fund operating revenues or general fund operating expenditures. The Town uses operating expenditures as the calculation basis.

- Operating Reserves - An operating reserve will be maintained in the General Fund and Enterprise Funds in an amount equal to 25% to 50% of the current year's expenditures, excluding transfers, as set by the Board of Trustees during the budget process. This reserve may be used to provide a temporary source of funds to offset unanticipated reductions in revenues or short-term increase in expenditures. Revenue shortfalls or ongoing increases in operational expenses need to be addressed quickly to avoid negative impacts on the Town's fiscal stability. Operating reserves also provide a source of funds to provide for adequate cash flow needs of the Town. Operating reserves should be replaced as soon as possible after use.
- Other Reserves - Reserves in other funds will be established in amounts required by law, bond, and loan documents, or as deemed appropriate by the Board of Trustees.
- Emergency Reserves - An emergency reserve in the amount of 3% of the Fiscal Year Spending Limit, excluding debt service, as required by TABOR (Article X, Section 20 of the Colorado Constitution) will be maintained. Emergency reserves are limited in use and cannot be used to offset a downturn in economic conditions, revenue shortfalls, and increases in salaries and benefits.
- Transfer from Fund Balances in Excess of Reserve Requirement - transfer funding in excess of the required reserve amounts, per this Policy for one-time capital expenses.
 - Funds with balances in excess of fund balance targets and reserve requirements can transfer excess amounts to other funds, in the form of interfund transfers.
 - Any excess fund balance should be transferred to the funds of origin that contributed to the excess.
 - Interfund transfers of excess reserves should be treated as one-time revenue and are not intended to fund on-going operations and maintenance.
 - Interfund transfers must be approved by Board of Trustees.
- Access Fund Balance Reserves Below the Minimum - accessing fund balance reserves that would temporarily place the reserve amount below the required threshold, in accordance with the Town's Fund Balance and Reserve Policy.

- Based upon fiscal conditions and other needs, accessing fund balances and reserves below the minimum targets may be warranted.
- Accessing fund balances and reserves below the minimum targets should be done prudently and with caution -in conjunction with the exercise of other budget balancing alternatives.
- Fund balances and reserves should be replenished within one to three years of use or as soon as fiscally feasible.
- Accessing any fund balances and reserves, whether below the minimum target or not, requires Board of Trustees approval.

Use of Funds

While targeting to maintain an annual unrestricted fund balance of 25.0%, the Town understands there may be circumstances that warrant that the Town use these funds temporarily. The Town has established the following instances where it may elect to use these funds:

- An economic downturn in which revenues are below budget
- Unexpected and unappropriated costs to service and maintain current Town operations
- Unexpected and non-budgeted emergencies, natural disaster costs, and/or litigation
- Grant matching
- Early retirement of debt
- To cover deficits in other funds due to a shortfall in budgeted revenues
- Capital asset acquisition, construction, and improvement projects

The use of the unrestricted fund balance for the above permitted events which cause the unrestricted fund balance to fall below the targeted 25% level will require a majority (four of seven) vote by Board of Trustees. Use of the restricted fund balance which causes the unrestricted fund balance to fall below the minimum required level of 17% will require a super majority (five of seven) vote by Board of Trustees.

Terms for Replenishing

In instances where the Town elects to use its unrestricted fund balance for capital asset acquisition, construction, and improvement projects, the Town shall replenish the unrestricted fund balance to its previous levels as soon as possible. For any and all other instances, as permitted by this policy, in which the Town elects to use its unrestricted fund balance, the Town will replenish the unrestricted fund balance as soon as revenues are available, but only after the Town's current operational needs have been met.

Excess Funds

In the event the Town has accumulated its permitted, maximum unrestricted fund balance of 35.0%, the Town, at the discretion and determination of the Town Administrator/Clerk and the Finance Director and approved by the Board of Trustees, will designate such excess funds for the following purposes:

- Reserves for equipment replacement
- Repair and maintenance of Town facilities
- Funding of infrastructure improvements

Review of Policy

The Town Treasurer, the Finance Director and the Town Administrator/Clerk will review this Policy annually in connection with the Town's annual budgeting process to ensure that the Town

is maintaining adequate unrestricted fund balance levels. This policy was written using the guidelines set forth by the GFOA. As such, any updates issued by the GFOA shall be considered when making recommendations for modifications to this policy.

TOWN OF PAONIA
DEBT POLICY

The Town of Paonia (Town) recognizes the importance of long-range, financial planning in order to meet its capital project and improvement needs. The following debt management policy provides guidance on the issuance of debt to help ensure that the Town maintains a sound debt position and that its credit quality is protected. As such, the policy allows for an appropriate balance between establishing debt parameters while also providing flexibility to respond to unforeseen circumstances and new opportunities.

Responsibility and Administration of Policy

The primary responsibility for developing long-term, financing recommendations rests with the Town Administrator/Clerk and Finance Director. During the annual budget process, and at any other time during the year that may be warranted, the Town Administrator/Clerk and Finance Director will work with the Town Treasurer and the Finance Committee (the internal working group) to determine if there is a need for long-term financing consideration. As part of the determination process, the internal working group shall review the financing needs outlined by the Capital Improvement Program (see below) to analyze the capital financing needs compared with available resources. The internal working group will also provide recommendations regarding refunding and restructuring of existing debt.

Once the determination is made by the internal working group to pursue finance borrowing, a refunding, or restructuring of debt, the Town Administrator/Clerk and Finance Director shall prepare and present to Board of Trustees a resolution of intent to issue debt and authorizing Town staff to proceed with the necessary preparations.

Purpose of Debt

Incurrence of debt or long-term borrowing will only be used for the purpose of providing financing for capital assets, which include but are not limited to buildings, infrastructure, land acquisition and purchase of significant equipment. The Town, under no circumstances, will issue debt or borrow funds to finance Town operations and maintenance costs.

The Town will strive to maximize the use of pay-as-you-go financing for capital projects and improvements. Debt borrowing will be considered when annual revenues and accumulation of fund balances are not sufficient to provide the necessary funding for such projects.

Types of Debt

Although a portion of the Town's capital investments are funded from grants, general tax revenues, and user fees, the Town may borrow funds to finance capital improvements. The issuance of bonds or other securities generates financial resources to fund capital projects and obligates future revenue for repayment of the bonds. Debt service is the annual payment of principal and interest on these borrowed funds.

The types of debt instruments to be used by the Town may include:

- General Obligation and Revenue Bonds
- Short-term notes
- Special or Local Improvement bonds
- Certificates of Participation
- Any other legally recognized security approved by Board of Trustees

The Town will avoid the issuance of tax or revenue anticipation notes.

Additionally, the Town will strive to secure a fixed rate structure when issuing debt. The Town will consider a variable rate structure when market conditions favor this type of issuance, and when feasible, ensure there is a maximum interest rate provided within the variable rate structure.

Level of Debt

Pursuant to the Colorado Revised Statute, the Town of Paonia may borrow money and issue securities for short-term notes, general obligation bonds, revenue bonds, industrial development revenue bonds, bonds for special or local improvement districts and any other like securities. There is no limitation on the amount of bonds or other securities the Town may issue except as may be stated in the documents related to issuance of debt and subject to voter approval in the case of general obligation debt.

The issuance of debt may limit the Town's flexibility to respond to changing service priorities and revenue flows and therefore should be managed prudently to maintain a sound fiscal position and protect credit quality.

The amount of debt that the Town has at any given time will be a function of its ability to service that debt through the operating budget or a dedicated revenue source without diminishing the resources necessary for other non-capital priorities and the desire to maintain a high-quality credit rating while sustaining overall financial health. Yet, at the same time, the Town recognizes that to meet its mission and strategic objectives, investment in the form of capital is often necessary and such investment may necessitate the incurrence of debt.

The Town's aggregate amount of bonds or other evidence of indebtedness outstanding will not exceed three percent (3%) of the actual valuation of the taxable property within the Town as shown by the last preceding assessment.

The Town will strive to maintain its annual debt service costs (principal and interest) for its governmental activities at a level of no greater than ten percent (10%) of general fund expenditures. The repayment terms of the debt will not exceed the useful life of the capital asset financed. Further, the Town will seek level or declining debt repayment schedules and will not issue debt that provides for a balloon principal payment reserved at the end of the term of the issue. Moreover, the Town will also strive to obtain redemption terms that allow for the prepayment of debt without paying a redemption penalty.

Debt Issuance Practices

As part of its debt issuance process, the Town will at all times manage its debt and sustain its financial position in order to secure and maintain an Aa/AA or higher bond rating. The Town will market its debt through the use of a competitive bid process when issuing general obligation debt. The competitive bid process will also be used for other debt issuances unless time, interest rates and/or other factors make it more favorable for the Town to use a negotiated process.

If needed, the Town will hire an independent financial advisor, and any other professional service provider (e.g. bond counsel), to assist in the structuring of the debt transaction and to provide overall guidance throughout the process.

Guidelines for Refunding

The Town shall consider refunding (advance and current refunding) outstanding debt whenever an analysis indicates the potential for net present value (NPV) savings of at least three percent (3%) can be achieved. The Town may also consider refunding outstanding bonds to remove existing restrictive covenants.

The Town shall also consider restructuring its existing debt in order to extend the payment terms to meet cash flow needs if deemed beneficial to the Town's long-term financial and strategic planning.

Review of Policy

The Town Administrator/Clerk, Finance Director, and Town Treasurer will review the Debt Management Policy annually in connection with the Town's annual budget process to ensure that the Town is adhering to the framework outlined in this policy and will make recommendations to revise the policy as needed.

DEFINITIONS

Appropriation -A legal authorization made by the Board of Trustees to make expenditures and incur obligations for specific purposes.

Capital Expenditures- Expenditures resulting from a purchase that the Town records as an asset, such as property, plant, or equipment (value of \$5,000 or greater on a unit basis).

Capital Improvement Fund-A fund used to account for the revenues and expenditures related to capital projects. Capital projects are frequently funded by multiple funding sources, which are consolidated within a single fund to show the full cost of such projects in one location. The Town's Capital Improvement Fund houses activity related to non-enterprise projects. The Enterprise Fund related capital projects are housed with appropriate Enterprise Funds.

Contributions - Funding contributions made to Other Entities to which the Town has financial and or organizational connection. An Example include: Paonia Airport.

Encumbrance -An amount of appropriated funding committed and reserved, but not yet expended, for the purchase of a specific good or service, for which a purchase order or contract has been approved. Obligations cease to be encumbrances when paid or when the actual liability is established.

Enterprise Fund-A fund that is self-supported through user fees. Examples of Enterprise Funds include the Water, Wastewater, and Solid Waste (Trash). Per the TABOR amendment, these funds cannot have more than 10% of their budget subsidized by another fund (i.e. the General Fund) or by annual grant revenue.

Expenditure -Payment for goods or services, including operating expenses that require the current or future use of net current assets, debt and capital outlays. Note that an encumbrance is not an expenditure, but a reserves funds to be expended in the current fiscal year.

Fiduciary Fund - A fund to account for an activity of the Town as a trustee over funds allotted to meet a current or future financial obligation, usually on an actuarially sound basis. Example: Special Improvement District Fund, which is an Other Entity not covered by this policy.

Fiscal Contingency Plan -A framework to identify and respond to fiscal stress, to promote budget resiliency.

Fund -An accounting entity with a self-balancing set of accounts, which is segregated from other funds, to carry on specific activities or attain certain objectives.

Fund Balance - The net position of a governmental fund (difference between assets, liabilities, deferred outflows of resources, and deferred inflows of resources).

Fund Balance Target - A target level of fund balance to be held in reserve to meet the purposes of the Fund Balance and Reserve Policy.

Fund Type- In governmental accounting, funds are classified into three major fund types: governmental, proprietary, and fiduciary.

General Fund- One of five governmental fund types. The general fund typically serves as the chief operating fund of a government. The general fund is used to account for all financial resources not accounted for in some other fund. Financed mainly by sales tax and property tax.

Generally Accepted Accounting Principles (GAAP) - Uniform minimum standards and guidelines for financial accounting and reporting. They govern the form and content of the basic financial statements of an entity. GAAP encompasses the convention, rules, and procedures necessary to define accepted accounting practices at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures. GAAP provides a standard by which to measure financial presentations.

Government Finance Officers Association (GFOA) - Founded in 1906, the GFOA is the premier organization representing public finance officials throughout the United States and Canada. The GFOA provides training, best practice guidance, and other materials to its members.

Governmental Accounting Standards Board (GASB) - The body that sets accounting standards specifically for state and local governments.

Governmental Fund - There are five types of governmental funds - general fund, permanent funds, special revenue funds, capital projects funds, and debt service funds.

Operating Expenditures - Expenditures incurred by the Town as a result of performing normal operations, such as personal services, supplies, purchased services, and administrative overhead. Operating expenditures include contributions to Other Entities, but do not include capital and transfers. Operating Expenditures serve a basis for calculating fund balance targets and reserve requirements.

Other Governmental Fund - A fund that is related to the General Fund, but that is separated to promote transparency.

Proprietary Fund-A business-like fund of the Town. Proprietary Funds include Enterprise Funds.

Re-appropriation - An act of appropriating applicable remaining balances at the end of a fiscal year to incorporate those remaining balances in the subsequent fiscal year's budget for continuation of on-going projects, contracts, and financial obligations.

Reserve - Funds set aside for the purpose of paying for capital needs, providing for obligations and liabilities, and meeting emergency needs. Board of Trustees approval is required before expending any reserves.

Reserve Requirement- Cash required to be held in reserve for a specific purpose (grants, donations or contributions from external providers) or to meet federal or state laws or regulations.

Revenue - Funds that the government receives as income such as tax payments, user fees, charges, special assessments, fines, grants and interest income to support the services provided.

Special Revenue Fund-A fund used to account for proceeds of specific revenues that are legally restricted to be spent for specific purposes. Examples of Special Revenue Funds include Space to Create and the Conservation Trust Funds.

Tax Payer Bill of Rights (TABOR) - Also known as Amendment 1 (Article X, Section 20), TABOR is a state constitutional amendment approved by Colorado voters in 1992. TABOR limits "Fiscal Year Spending" by limiting the amount of revenue a government may retain. The revenue limit in a given year is the amount of revenue collected in the prior year adjusted for inflation and local growth. TABOR also requires the state and local governments to maintain a 3% Emergency Reserve. Paonia voters have authorized the Town to retain TABOR Excess revenues.

TABOR 3% Emergency Reserve - A reserve required by the TABOR state constitutional amendment. The reserve is required to be 3% of the Town's "fiscal year spending" and is calculated on an appropriate practical basis to be 3% of the Town's TABOR eligible expenditures.

TABOR Eligible Revenue-The Town's actual fiscal year revenue less any TABOR allowable exclusions. This serves as the amount to which the Town's TABOR limit is compared to determine if there is any TABOR Excess Revenue.

TABOR Excess Reserve - The remaining balance of unallocated TABOR Excess Revenue held in reserve for future expenditures authorized by Board of Trustees.

Transfers - Amounts distributed from one fund to finance activities in another fund. Transfers are shown as an expenditure in the originating fund and a revenue in the receiving fund.

Working Capital - The Proprietary Fund (Enterprise Funds) equivalent of Fund Balance. Proprietary Funds distinguish between current (within a year) and long-term assets and liabilities. The working capital of a Proprietary Fund is calculated as the current assets minus the current liabilities.

Town Funds by Fund Type Summary

GOVERNMENTAL GENERAL FUND	OTHER GOVERNMENTAL FUNDS	SPECIAL REVENUE FUNDS	ENTERPRISE FUNDS
Main Town operating fund; houses operations largely supported by tax revenues	Other Funds related to the General Fund, but that are separated to promote transparency	Funds that account for revenues received for specific purposes that cannot be used for general Town operations	Funds that account for governmental business operations
Governmental (General)	Governmental	Governmental	Enterprise Fund
01-Governmental Fund	22-Streets Capital	32-Space to Create	60-Water
09-Combined Cash Fund	24-Bridge	40-Conservation Trust	65-Water Grant Fund
10-Administration	26-Sidewalk	50-Sales Tax Capital	70-Sewer
12-Building			75-Sewer Grant Fund
14-Public Safety			80-Sanitation (Trash) Fund
16-Parks			
20-Streets			
30-Grant Pass Through			

Town of Paonia Fund Balance and Reserve Matrix

GENERAL FUND					
RESERVE	FUND BALANCE CLASSIFICATION	POLICY RECOMMENDATION (Calculated on annual budget basis)	FUND BALANCE	RESERVE TARGET	SURPLUS/ SHORTFALL
3% TABOR Emergency Reserve	RESTRICTED	TABOR Emergency Reserve as required by the Colorado State Constitution• 3% of TABOR Eligible Revenue (Can only be used in a declared emergency)	41,685	NA	NA
PARK DONATIONS	RESTRICTED	Reserve of donated funds reserved for future additions to the Memorial Wall.		NA	NA
PARK DONATIONS	RESTRICTED	Reserve of donated funds reserved for future Poulous Park improvements		NA	NA
GENERAL FUND	UNASSIGNED	Balance held in reserve for future needs of Administration, Building, Public Safety, Parks, and Streets. Excess will be diverted to Street Capital Improvement.	321,226	299,326	21,900
SPECIAL REVENUE FUNDS					
STREET CAPITAL IMPROVEMENT	COMMITTED	Balance held in reserve for future Street reconstruction or paving projects.	90,775	NA	NA
BRIDGE RESERVE	COMMITTED	Balance held in reserve for future Bridge needs.	144,168	+40,000	NA
SIDEWALK IMPROVEMENT	COMMITTED	Balance held in reserve for future Sidewalk repair or replacement projects.	19,763	NA	NA
SPACE TO CREATE	COMMITTED	Balance held in reserve for future support for the Paonia Creative District.	13,124	NA	NA
CONSERVATION	RESTRICTED	Fund Balance -funds reserved for future needs of the Conservation Trust Fund in the Parks	1,317	NA	NA
CAPTIAL ACQUISITION	COMMITTED	Balance held in reserve for future assigned capital acquisitions.	293,258	NA	NA
CAPITAL (Airport)	RESTRICTED	Balance held in reserve for future Airport needs.	44,892	+7,650	NA
ENTERPRISE FUNDS (WORKING CAPITAL)					
WATER	ASSIGNED	Operating Reserve -25% of operating expenditures	166,873	208,658	(41,785)
WASTEWATER (SEWER)	ASSIGNED	Operating Reserve -25% of operating expenditures + proceeds from sale of property	374,079	668,140	(294,061)
SOLID WASTE (TRASH)	ASSIGNED	Residual Fund Balance - remaining funds reserved for future needs of the Solid Waste Fund	112,419	NA	NA

DISCLOSURE:

Information in this policy was extrapolated from the following sources:

City of Loveland Fund Balance and Reserve Policy

City of Wheat Ridge Accounting, Budgeting and Financial Policies 2014, Debt Management Policy and

Unrestricted Fund Balance Policy

AGENDA SUMMARY FORM

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

May 10, 2021

Mayor's Report

Local Government Coordination Call 5-12-21

- DOLA
 - Census
 - One more House seat for CO
 - Growth rate of 14.6%
 - 331,428,281 total US population
 - More local counts in August
 - Division of Housing getting \$7 million for home ownership
 - \$350 million in emergency rental assistance through '24
 - Mortgage relief \$\$ for persons who need help with mortgage payments
 - Hundreds of new Section 8 vouchers
 - Emergency solution grants for people who are homeless or on the verge of homelessness
 - By CO legislature for construction of new low income housing
 - Employee housing is under umbrella of workforce housing
 - Local Government
 - Treasury guidance recently given
 - New group put together to disburse these funds
 - State stimulus bills coming through government
 - REDI program
 - Additional \$5 million
- CDPHE
 - Working to get all vaccines out through mobile vaccine clinics, no appointment clinics,
 - 12-15 kid vaccines out to pediatrician
 - Masking and restriction planning for fall
- CDLE
 - Unemployment insurance
 - New verification protocols
 - Stopping fraudulent claims
 - Fraud going down significantly
 - HB21-1264
 - \$21 million for job retraining
- State will distribute all non-entitlement ARP \$\$ to localities
 - Guides coming out next week

CRC American Rescue Plan 5-12-21

DOLA – Chantel Unfug - government impacts

- Timelines: money will come in next couple of days
- \$3 billion to local governments
- State has 60 days to get it out to counties

- \$265 million to towns under 50,000
 - Non-profits are eligible for some of these dollars
 - Clear goals and plans
 - Funds must be expended by 2024 to 2026
 - Priority for water and wastewater projects
 - Priority for disadvantaged people
- Patience is a virtue – be thoughtful about spending

CO Fiscal Institute – Ester Turcios

- Uplift working families
- Tax credits for working families
 - Earned Income tax credit
 - Increased for 19-25 aged
 - Expanded for over 65
 - Value of credit up to \$1500
 - Increased income cap to \$20K
 - Child tax credit
 - Increased amount
 - \$3K and \$36K
 - Removed minimum income
 - Raises qualifying age – 17 and under
 - Provides advanced payments in '21
 - Lowers phase out rate
 - Changes are just for one year – push to make permanent

CO Consumer Health Initiative – Isabel Cruz

- Incentives to expand publicly funded coverage through Medicaid, CHIP, HIS
- Big expansions to subsidies, tax Credits, and financial incentives to
 - Get coverage through ACA marketplace
 - Keep coverage through COBRA

EEDC – 5-12-21

Economic Development: How Do We Cultivate a Healthy Economy?

Economic Development not just growth

- Stability
- Diversity
- Resilience

Fort Collins Resilience = economic health

- What do you do well already
- Diversity
 - different sectors
- Start, flourish, renew

Durango - Cultivating economic vitality

- More organic living thing
- Dynamic, changing

- Need to be intentional about what you are doing
- At times work, at times plan
- Strategic plan
 - “Authentic” = home grown solutions and diversity
 - What we want to accelerate and what to resist

Lakewood – economic measure

- Access to jobs for everyone who wants one
- Child care security
- Depth of digital access
- # of residents spending less than 30% on income on housing

Alamosa – Diversity

- Opportunities for everybody
- Strong existing business economy
- Capacity building – child care
- Housing
- Quality of life

Strong towns website

Die/adapt from extractive industry

Be choosy about what you want in growth sector – reflect the community values

What is it that we want to be as our focus or unique values

Embracing tension

- Yes come in to our community
- Emphasize what the community wants

Donut economics

- Change the goal – not just growth
- Meeting the needs of all not at the expense of the planet
- Thriving balance
- What economic mindset is fit to the task

Must focus on Main St businesses as primary employers

- Combat parochialism
- Our economy is regional not town boundaries
- Not Industry clusters but Town clusters
-

Be more human centered and human scaled not automobile scaled

Stay away from drift toward bureaucracy and rigidity

AGENDA SUMMARY FORM



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

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

May 10, 2021

AGENDA SUMMARY FORM

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

May 10, 2021