



TOWN OF PAONIA
TUESDAY, NOVEMBER 24, 2020

VIRTUAL TOWN BOARD MEETING AGENDA
6:30 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89279791180>

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Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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312 626 6799

Webinar ID: 892 7979 1180

***9 to Raise/Lower Hand**

Roll Call

Approval of Agenda

Announcements

COVID-19 - Review of Established Policies & Current Updates

Trustee Knutson - COGCC Update (Colorado Oil & Gas Conservation Commission)

Recognition of Visitors & Guests

1. Visitors & Guests

Staff Reports

2. Administrator's Report
 - Previous Visitors & Guests Follow-Up
 - Public Works
 - Police Report
 - Attorney Report

Disbursements

3. Treasurer's Report
4. Disbursements

Regular Business

5. 2021 Budget Public Hearing
6. Clark's End Minor Subdivision
7. Charter Communication Franchise Agreement
8. Ordinance 2020-10 - Regulation and Licensing of Marijuana Establishments
9. 2020 Sanitary Survey Follow-up
10. Town Attorney Contract
11. Town Administrator Six-Month Review – Timeline

Consent Agenda

12. Regular Minutes:
 - October 27, 2020 - Work Session
 - October 27, 2020
- Special Minutes:
 - November 3, 2020 – Work Session

Mayor's Report

[13.](#) Mayor's Report

Committee Reports

[14.](#) Finance & Personnel

Governmental Affairs & Public Safety

Public Works-Utilities-Facilities

Tree Board

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

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

November 18, 2020

AGENDA SUMMARY FORM

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

November 18, 2020

AGENDA SUMMARY FORM

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

November 18, 2020

AGENDA SUMMARY FORM



COVID-19 - Review of Established Policies & Current Updates

Summary:

Opportunity to review resolutions and policies established and approved by the Board during the beginning of the pandemic.

Notes:

The Town remains under a local disaster declaration through the end of December. I anticipate an extension being presented at the December 15th Regular Board meeting.

Internally the Town is operating at a hybrid level between tier 2 and tier 3 – with reduced hours of operation, increased sanitization, and remote office hours, as necessary.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

RESOLUTION 2020-15

**TOWN OF PAONIA, COLORADO,
ORDER DECLARING A LOCAL DISASTER IN AND FOR THE TOWN OF PAONIA**

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, et. seq. (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared unilaterally by the principal executive officer of a political subdivision; and

WHEREAS, pursuant to Section 2-2-20(b) of the Town Municipal Code, the Mayor is designated as the executive head of the Town; and

WHEREAS, this Declaration is issued pursuant to the authority granted to the Mayor of the Town of Paonia and issued with the approval and support of the Board of Trustees for the Town; and

WHEREAS, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" is cases of an illness or condition, communicable or noncommunicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, this Declaration activates the response and recovery aspects of any applicable disaster emergency plans and authorizes the furnishing of aid and assistance under such plans; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), the declaration of a local emergency shall not be continued beyond a period of seven (7) days or removed except by action of the governing board of the political subdivision for the Town, the Board of Trustees; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster "shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, the [Town] clerk ... and with the office of emergency management"; and

WHEREAS, because of the COVID-19 pandemic, which was recognized by the Governor of the State of Colorado on March 10, 2020, the Town is suffering and has suffered a disaster emergency as defined in the Act.

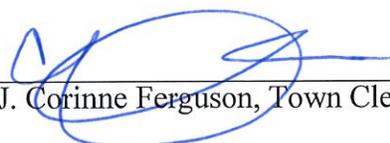
NOW, THEREFORE, IT IS HEREBY ORDERED on this 25th day of June, 2020, that a disaster emergency is declared and extended in and for the Town of Paonia, beginning on March 10, 2020, and ending on December 31st, 2020 unless extended or amended by action of the Board of Trustees for the Town.

IT IS FURTHER ORDERED that this Declaration shall be given prompt and general publicity, filed immediately with the office of the Delta County Emergency Manager and a copy filed with the Delta County Clerk and Recorder, as well as to the Colorado Office of Emergency Management.



Mary Bachran, Mayor

ATTEST:



J. Corinne Ferguson, Town Clerk

**TOWN OF PAONIA
COLORADO**

RESOLUTION 2020-08

A RESOLUTION OF THE TOWN OF PAONIA, COLORADO RECOMMENDING THE USE OF FACE COVERINGS INSIDE OF PUBLIC PLACES TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19)

RECITALS:

WHEREAS, pursuant to C.R.S. §31-15-401(1)(b) the Town has the power and authority to do all acts and make all regulations which may be necessary or expedient for the promotion of health or suppression of disease; and

WHEREAS, on March 2020 Governor Polis identified the designation of pandemic due to the increasing incidence of COVID-19; and

WHEREAS, Mayor Stewart issued a Declaration of Local Disaster on March 23, 2020; and

WHEREAS, on March 24, 2020, the Board of Trustees passed Resolution 2020-07 extending the Declaration of Local Disaster within the limits of the Town of Paonia to April 30, 2020; and

WHEREAS, on April 3, 2020, Governor Polis asked all Coloradans to wear face coverings when they leave their home for essential functions; and

WHEREAS, Governor Polis requested for Coloradans to wear face coverings, not medical masks, which should be reserved for medical workers; and

WHEREAS, the Board believes that the wearing of face coverings will help hospitals, first responders, and other healthcare services continue to provide services for those who need them (along with utilities, human services, and businesses) in the coming weeks and months; and

WHEREAS, collective actions such as wearing face coverings and social distancing can save lives and is in support of the most vulnerable in our community; and

WHEREAS, the Board encourages its citizens and the public to wear face coverings in public, or in such public indoor or outdoor spaces wherein persons are unable to maintain safe social distancing (six feet or more of separation) from other individuals.

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

1. Purpose. The purpose of this Resolution is to encourage the wearing of face coverings by citizens of the Town and the public in an effort to combat the spread of COVID19.
2. Face Covering. For the purpose of Resolution, a face covering is defined as a uniform piece of material that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands.

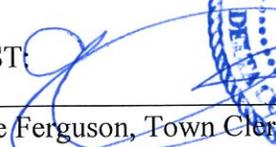
3. Wearing of Face Coverings in Public. The Board of Trustees encourages and recommends that all persons wear Face Coverings:
 - a. when entering and while inside of a place or conveyance open to the public; and
 - b. in such other public indoor or outdoor places where persons are unable to maintain safe social distancing (six or more feet separation) from others not of their own household.
4. Exceptions.
 - a. Nothing herein shall require the wearing of Face Coverings by the following persons:
 - i. Persons under the age of two years; and
 - ii. Persons for whom a Face Covering would cause impairment due to an existing health condition; and
 - iii. Persons working in a professional office who do not have any face-to-face interactions with the public.
5. Guidance for Face Coverings. Pursuant to guidelines issued by the Centers for Disease Control, the public is strongly encouraged to wear cloth Face Coverings that:
 - i. fit snugly but comfortably against the side of the face;
 - ii. are secured with ties or ear loops;
 - iii. include multiple layers of fabric;
 - iv. allow for breathing without restriction; and
 - v. are able to be laundered and machine dried without damage or change to shape.
6. Making Face Coverings. Information on making such masks can be found at: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
7. Protections for Health Care Workers. THE PUBLIC IS DISCOURAGED FROM ATTEMPTING TO ACQUIRE HEALTH CARE AND INDUSTRIAL FACE COVERINGS THAT ARE NECESSARY TO PROTECT HEALTH CARE WORKERS DURING THE COVID-19 PANDEMIC.

ADOPTED AND APPROVED by the Board of Trustees at a regular public meeting held on the 14th day of April 2020.

TOWN OF PAONIA, BOARD OF TRUSTEES

By: 
Charles Stewart, Mayor

ATTEST:


Corinne Ferguson, Town Clerk
Res. 2020-08 – Face Covering



**TOWN OF PAONIA
COLORADO**

RESOLUTION 2020-06

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN
OF PAONIA, COLORADO, AUTHORIZING THE TOWN
ADMINISTRATOR TO CLOSE CERTAIN TOWN FACILITIES OF
THE TOWN.**

WHEREAS, on March 18, 2020, the Colorado Department of Public Health issued a public health order prohibiting gathering of more than 10 people, including community, civic and public events; and

WHEREAS, to protect the health, safety and welfare of the citizens of the Town of Paonia, the Board of Trustees believes it may be necessary and proper to close the offices of the Town to the public, as well as certain Town facilities and parks; and

WHEREAS, in the event of a closures, Town staff will endeavor to be available via telephone and email to continue to conduct the business of the Town.

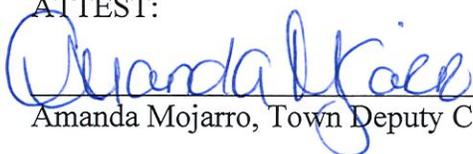
NOW THEREFORE, BE IT RESOLVED by the Town Board of Trustees for the Town of Paonia, as follows:

1. In light of the global COVID-19 Global Pandemic and the Colorado Department of Public Health's issuance of an order prohibiting gatherings of more than 10 people, the Board of Trustees hereby authorizes the Town Administrator, upon her determination to close the offices of Town Hall for the Town of Paonia. The authority delegated to the Town Administrator under this Resolution shall expire upon the Board of Trustees removing its Declaration of a Local Disaster.

ADOPTED AND APPROVED this 24th day of March 2020.



ATTEST:


Amanda Mojarro, Town Deputy Clerk


Charles Stewart, Mayor



Coronavirus (COVID-19) Response Plan

March 17, 2020

TABLE OF CONTENTS

INTRODUCTION	Page 2
CONTINUITY OF TOWN OPERATIONS	Page 2
PHASING OF RESPONSE	Page 3
COMMUNICATIONS PLAN	Page 5
QUARANTINE PLAN	Page 5

INTRODUCTION

The purpose of this plan is to offer guidelines, strategies, frameworks and thought processes on how to deal with Coronavirus (COVID-19). Nothing contained herein is absolute. Our aim is to remain flexible as we work to address this unique, rapidly evolving situation and the challenges that come with it.

The main objectives and priorities of this plan are as follows:

1. **Safety, Health and Welfare**: Our number one priority is to protect the safety, health and welfare of Town of Paonia employees, our family members, and the community. Please continue to use your best judgement to do so.
2. **Reliable and High-Quality Service**: Delivering exceptional services to the community is our second priority, but it is only possible if we accomplish priority #1. The community is relying on us for a variety of essential services, and this plan attempts to address how we can continue to make that happen.
3. **Be Flexible**: By committing to being flexible and working together, we will be prepared for any challenge that comes our way. Therefore, anything in this document is subject to change, and we will work hard to keep everyone informed of what happens.

CONTINUITY OF TOWN OPERATIONS

Critical and Essential Operations

The following services are critical to the ongoing health, safety, and general welfare of the Paonia community. This list is provided to help inform the public of what is considered critical and essential in time of an emergency situation and represents the baseline for what the Town will do its best to continue to provide. Individual Department Response Plans, if necessary, will specifically address continuity of operations for these departments as they modify operations to support critical/essential operations only.

- Police Department
 - Continued criminal policing
 - Following first responder protocols
 - Assistance with quarantine operations
- Public Works
 - Streets
 - Snowplowing
 - Street maintenance
 - Trash Services
 - Assistance with quarantine operations, if necessary
 - Parks and Facilities
 - Emergency repairs
 - Water and Sewer
 - Operation of water treatment and wastewater treatment facilities
 - Emergency repairs of critical infrastructure

- Administration
 - Internal and external information dissemination
 - Payment of bills, payroll
 - Utility customer needs, information dissemination
- Town Council
 - Essential policy formulation and decision-making
 - Communication to the public

Non-Critical and Support Functions

- Planning, Building, and Community Initiatives
 - Will continue operations, as feasible, from home or support primary essential operations listed above
- Customer Service/Town Hall Reception
 - Customer phone calls and mail distribution will be absorbed by staff, or halted, as necessary

PHASING OF RESPONSE

In addition to taking the direction from local health organizations, the State, and Federal government, the Town will have the following tiers of responses:

Tier I – Heightened Awareness

The Centers for Disease Control and Prevention (CDC) and local health authorities have indicated that COVID-19 is in the U.S. and are encouraging citizens to be aware and to focus on sanitization and hygiene.

- Encourage employees to stay home if sick or to go home if exhibiting symptoms while at work. Employees will continue to use sick leave, as is warranted.
- Identify workspaces where employees can temporarily isolate if they are awaiting transportation to their home or medical care.
- Wash hands often and use hand sanitizer when hand washing is not possible.
- Cover mouth with arm/elbow if coughing.
- Heightened amount of environmental sanitation – Lysol, wipes, environmental germicide sprays, etc.
- Employees should refrain from traveling to conferences and/or meetings in other parts areas where cases of COVID-19 are expanding.

Tier II – Statewide Concern

The Colorado Department of Health and Environment (CDPHE) has indicated multiple cases of COVID-19 within the State of Colorado. When directed by the Town Administrator, the Town will move its response to Tier II which, in addition to Tier I steps, includes:

- Employees should refrain from physical contact with each other and with members of the public (i.e., handshakes, hugging, etc.). CDC recommends a 6’ distance of separation.

- Employees should limit or eliminate any outside agency meeting attendance, unless able to be done remotely.
- Town should begin to limit internal meetings and non-essential contact with the public.
- Employees who self-identify as high risk (having compromised immune systems, for example) should work from home. If sick, no sick leave will be required to be used. It will be treated as regular working time.
- The Town will take direction from State and local Health authorities.

Tier III – Delta County Concern

Delta County Public Health Department has indicated multiple cases of COVID-19 within the County. When directed by the Town Administrator, the Town will move its response to Tier III which, in addition to Tier II steps, includes:

- Employees will be directed to stay home (or go home) if they or any family member they live with is exhibiting any symptoms, or if they are high risk. Employees staying home will not be required to use sick leave. It will be treated as regular pay.
- All Town meetings or events shall be eliminated, unless able to be done remotely.
- Town buildings will be minimally staffed, there will be no public access. Public will be directed to conduct business online, if feasible, or by phone.
- Employee teleworking and staggered shifts will be authorized. Departments will continue to roll out additional measures or plans to allow employees to work remotely, when feasible.
- Employees shall take additional steps to limit exposure with other employees and with members of the public. All work that can be done over the phone, email or teleconference shall be done that way.
- Reduced staffing shall be authorized. Individual departments will take steps to ensure minimal staffing and that public access is limited.
- Heightened level of sanitization of spaces including additional germicide spraying.
- Other steps as directed by State and local Health authorities.

Tier IV – Full Implementation of Response Plan

Tier IV may occur at such time as Delta County Public Health Department recommends regionwide social spacing, or schools are shut down, or at such other time as Paonia deems it to be in the best interest of the organization and/or community. When directed by the Town Administrator, the Town will move its response to Tier IV which, in addition to Tier III steps, includes:

- Departments will fully enact their individual departmental plans. Teleworking options and staggered shift work maximized. Only essential services are ongoing, unless able to be provided through employees working remotely.
- Incident Command may be set up locally or in coordination with County authorities.
- Other steps as directed by State and local Health authorities, including support of their efforts.

COMMUNICATIONS PLAN

The Communications plan will largely follow the lead of State and County officials, including the County Emergency Manager, with information disseminated locally through all of our communication channels. Communication efforts include the following:

- Internal communications designed to keep Town staff informed and safe while continuing critical government functions (e-mails, phone calls, etc.); and,
- External communications that are first, supportive of the Delta County Public Health Department's communications to the public, and second, useful for specific local needs of the public (Town website, email, social media, signs/flyers/banners if feasible, etc.).

QUARANTINE PLAN

In the event of the need for a quarantine, the Town will follow the direction of State and County Health officials, who will provide specific information relative to quarantine processes and procedures.

AGENDA SUMMARY FORM



Trustee Knutson - COGCC Update (Colorado Oil & Gas Conservation Commission)

Summary:
Updated information from Trustee Knutson – the Towns LGD (local governmental designee).

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

Report to the Board regarding the Colorado Oil and Gas Conservation Commission (COGCC)

As your Local Government Designee to COGCC, this is provided to the Board as an update to the activities of COGCC. I welcome any guidance and feedback from my fellow Trustees regarding my representation of the position of the Town. I reached out to staff and a commissioner earlier this month to reinforce the need for notification of spills especially those that are outside our Town Limits with possible impacts to irrigation and our streams/rivers. I have reached out to COGCC Commissioner Messner of Gunnison County, Citizens for a Healthy Community, the Western Slope Conservation Center, the Delta County Oil and Gas Designee, and industry representatives for input as I try to represent a balanced perspective.

COGCC has been deliberating on the ways that oil and gas development can be more protective of wildlife. The wildlife series is the final phase of a nine month Mission-change rule making process. Resulting from Senate Bill 181, wildlife, public health and safety must be prioritized when regulating oil and gas development. Loose oversight and regulation of oil and gas development can place detrimental pressure on the natural habitats that wildlife depend upon. It is important to our economy and our neighbors to ensure that our wildlife populations and fisheries thrive.

The COGCC will best protect Colorado's aquatic and big game by preventing ground disturbance in big game wildlife corridors and impacts on protected waters. Best management practices by oil and gas operations can ensure the conservation of natural habitats. Colorado's riparian areas make up just one-percent of our landscape, but support 80% of all wildlife habitat. Best practices also protect our clean water supplies and shield against floods that pose a threat to health and safety. I hope that the COGCC will adopt a minimum 500-foot setback from riparian areas to better support and protect Colorado's most cherished waterways, such as Gold Medal waters and cutthroat trout habitat.

Those of us who hunt, fish, and recreate in the state know how important it is to maintain our big game populations. Our local businesses and communities know the impacts of healthy and robust recreational tourism. If we ever return to normalcy after COVID19, we cannot go back to business as usual. All of us - citizens, leaders, oil & gas developers, and others - must work together to rebuild our small businesses, communities, and our way of life by protecting wildlife in our state and in Delta County.

I am impressed with the diligent work of the Commission to date. Five full-time Commissioners are being transparent in providing zoom access to their meetings and posting their work on the website (<https://cogcc.state.co.us/#/home>). In addition, here is a link to the map provided by the Department of Parks and Wildlife, showing Aquatic areas needing protection: bit.ly/sb181waters

Respectfully submitted,

Dave Knutson
Trustee and Local Government Designee to COGCC
Paonia

AGENDA SUMMARY FORM

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

November 18, 2020

AGENDA SUMMARY FORM



Administrator's Report
 Previous Visitors & Guests Follow-Up
 Public Works
 Police Report
 Attorney Report

Summary:

Notes:

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

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

November 18, 2020

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 11/01/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:22:54	TRESPASS	GRAND AVE, Paonia, CO	PPD	PPD	VW

Total Incidents for this Date: 1

Date Occurred: 11/02/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:18:04	DRUG VIOLATION	GRAND AVE, Paonia, CO	PPD	PPD	CIT
18:29:40	BURGLARY	OAK AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 11/03/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:29:27	VIN INSPECTION	COBURN RD, Paonia, CO	PPD	DIST3	
14:25:53	Medical/transfe	BOX ELDER AVE, Paonia, CO	PPD	PPD	
17:07:43	Noise Complaint	4TH ST, Paonia, CO	PPD	PPD	UNF

Total Incidents for this Date: 3

Date Occurred: 11/04/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:11:29	WELFARE CHECK	PAN AMERICAN AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 11/06/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:26:51	Disturbance	OAK AVE, Paonia, CO	PPD	PPD	VW
18:13:22	Traffic Stop	Grand AVE, Paonia, CO	PPD	DIST3	WW
19:31:32	Traffic Stop	Grand Avenue, Paonia, CO	PPD	DIST1	CIT

Total Incidents for this Date: 3

Date Occurred: 11/07/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:36:40	ALARM	3RD ST, Paonia, CO	PPD	PPD	
12:13:51	CITIZEN ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 11/08/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
21:45:09	SUSPICIOUS	POPLAR AVE, Paonia, CO	PPD	PPD	UNF

Total Incidents for this Date: 1

Date Occurred: 11/09/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:40:01	911	4TH ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 11/10/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
18:07:43	AGENCY ASSIST	CANYON RD, Paonia, CO	PPD	PPD	

22:45:30	AGENCY ASSIST	HIGHWAY 133, Paonia, CO	PPD	DIST3	
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Total Incidents for this Date: 2

Date Occurred: 11/11/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:50:22	SUSPICIOUS	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 11/12/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:29:34	FRAUD	2ND ST, Paonia, CO	PPD	PPD	

12:59:41	AGENCY ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
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14:30:10	CITIZEN ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
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16:21:54	VIN INSPECTION	GRAND AVE; PPD, Paonia, CO	PPD	PPD	
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16:33:05	AGENCY ASSIST	HIGHWAY 133, Paonia, CO	PPD	DIST3	
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Total Incidents for this Date: 5

Date Occurred: 11/13/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:57:08	VIN INSPECTION	COBURN RD, Paonia, CO	PPD	DIST3	

08:59:29	VIN INSPECTION	COBURN RD, Paonia, CO	PPD	DIST3	
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15:27:07	CITIZEN ASSIST	2ND ST, Paonia, CO	PPD	PPD	UTL
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16:32:29	TrafficAccident	BOX ELDER AVE, Paonia, CO	PPD	PPD	
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16:58:15	ANIMAL CONTROL	GRAND AVE, Paonia, CO	PPD	PPD	
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Total Incidents for this Date: 5

Date Occurred: 11/14/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:17:29	Traffic Stop	RIO GRANDE AVE, Paonia, CO	PPD	PPD	VW

Total Incidents for this Date: 1

Date Occurred: 11/15/20

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
20:44:56	M-1 HOLD	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Total reported: 29

VW-3, CIT-2, UNF-2, WW-1, UTL-1

Report Includes:

All dates between `00:00:01 11/01/20` and `00:00:01 11/16/20`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

rplwlitr.xl

1 MG Treatment SCADA System Installation Update

11/19/2020 Removed all old SCADA hardware and started install of new hardware.

11/20/2020 Finishing the install of the new hardware and starting to program new equipment.

11/25/2020 Install of new license for programs

Phonz + is working on getting a static IP Address for the water plant to be able to finish everything up.

Plant should be up and running by 12/1/2020

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:

November 18, 2020

ACCOUNT ANALYSIS 2020

BANK	ACCOUNT		JAN	MAY	JUNE	JULY	AUG	SEP	OCT	X
OPERATING ACCOUNTS										
UBB (FSBC)	PREV BAL		134,027.10	154,074.83	135,715.81	192,326.50	151,697.63	171,742.97	119,734.25	
OPS - 0733	CKS/DR		285,541.33	1,858,448.29	187,126.22	310,139.34	220,760.14	312,360.14	159,537.47	
	DEP/CR		285,018.13	1,840,089.27	243,736.91	269,510.47	240,805.48	260,351.42	303,462.80	
	END BAL		133,503.90	135,715.81	192,326.50	151,697.63	171,742.97	119,734.25	263,659.58	X
	RATE		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC)	PREV BAL		19,089.11	25.00	25.00	18,653.02	25.00	25.00	25.00	
PAYROLL - 3629	CKS/DR		58,518.47	38,346.75	42,440.03	55,680.06	38,772.41	41,332.96	40,311.92	
	DEP/CR		39,454.36	38,346.75	61,068.05	37,052.04	38,772.41	41,332.96	40,311.92	
	END BAL		25.00	25.00	18,653.02	25.00	25.00	25.00	25.00	X
	RATE		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
RESETRICTED FUND ACCOUNTS										
UBB (FSBC)-3858	PREV BAL		25.00	25.00	25.00	25.00	25.00	25.00	25.00	
GRANT	CKS/DR		-	-	-	-	-	-	-	
PASS-THRU	DEP/CR		-	-	-	-	-	-	-	
	END BAL		25.00	25.00	25.00	25.00	25.00	25.00	25.00	X
	RATE		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC) (FCNB)	PREV BAL		35.77	1,621,154.50	33,066.88	33,066.88	33,521.84	33,521.84	33,521.84	
INTERNAL - 0571	CKS/DR		-	1,588,087.62	-	-	-	-	-	
GRANTS	DEP/CR		-	-	-	454.96	-	-	-	
	END BAL		35.77	33,066.88	33,066.88	33,521.84	33,521.84	33,521.84	33,521.84	X
	RATE		0.00%	0.00%	0.00%	0.00%	0.00%	0.05%	0.00%	
UBB (FSBC) - 0911	PREV BAL		27,130.27	28,680.27	28,680.27	29,740.27	31,240.27	31,290.27	31,290.27	
PARK	CKS/DR		-	-	-	-	-	-	-	
CONTRIBUTION	DEP/CR		50.00	-	1,060.00	1,500.00	50.00	-	6,000.00	
	INT/CR		-	-	-	-	-	-	-	
	END BAL		27,180.27	28,680.27	29,740.27	31,240.27	31,290.27	31,290.27	37,290.27	X
	RATE		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
UBB (FSBC) - 2318	PREV BAL		58,190.85	58,239.09	58,251.46	58,263.43	58,275.80	58,288.14	58,300.08	
WWTP	CKS/DR		-	-	-	-	-	-	-	
	DEP/CR		-	-	-	-	-	-	-	
	INT/CR		12.36	12.37	11.97	12.37	12.34	11.94	12.34	
	END BAL		58,203.21	58,251.46	58,263.43	58,275.80	58,288.14	58,300.08	58,312.42	X
	RATE		0.25%	0.25%	0.25%	0.25%	0.25%	0.10%	0.25%	
UBB (FSBC) (FCNB)	PREV BAL		1,316.77	3,120.24	3,120.64	3,121.02	3,121.41	3,121.81	3,122.19	
CONSERV	CKS/DR		-	-	-	-	-	-	-	
TRUST 0857	DEP/CR		-	-	-	-	-	-	-	
	INT/CR		-	0.40	0.38	0.39	0.40	0.38	0.40	
	END BAL		1,316.77	3,120.64	3,121.02	3,121.41	3,121.81	3,122.19	3,122.59	X
	RATE		0.00%	0.15%	0.15%	0.14%	0.15%	0.08%	0.15%	
UBB (FSBC) - 0563	PREV BAL		72,699.42	13,152.01	13,153.69	13,155.31	13,156.99	13,158.66	13,160.28	
SPACE TO	CKS/DR		-	-	-	-	-	-	-	
CREATE	DEP/CR		-	-	-	-	-	-	-	
	INT/CR		15.44	1.68	1.62	1.68	1.67	1.62	1.67	
	END BAL		72,714.86	13,153.69	13,155.31	13,156.99	13,158.66	13,160.28	13,161.95	X
	RATE		0.25%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	

ACCOUNT ANALYSIS 2020

BANK	ACCOUNT	JAN	MAY	JUNE	JULY	AUG	SEP	OCT	X
INVESTMENT ACCOUNTS									
UBB (FSBC) - 3637	PREV BAL	3,791.92	134,508.87	284,566.16	284,636.33	334,716.22	334,801.27	334,883.60	
MMKT	CKS/DR	-	-	-	-	-	-	-	
RESERVE	DEP/CR	-	150,000.00	-	50,000.00	-	-	-	
	INT/CR	0.48	57.29	70.17	79.89	85.05	82.33	85.09	
	END BAL	3,792.40	284,566.16	284,636.33	334,716.22	334,801.27	334,883.60	334,968.69	X
	RATE	0.15%	0.300%	0.300%	0.300%	0.300%	0.15%	0.00%	
COLO	PREV BAL	1,804,834.34	1,753,856.15	1,754,931.69	1,755,651.01	1,756,231.76	1,756,672.12	1,757,012.55	
TRUST	CKS/DR	60,000.00	-	-	-	-	-	0	
PLUS+	DEP/CR	-	-	-	-	-	-	-	
INVESTMENT	INT/CR	2,821.14	1,075.54	719.32	580.75	440.36	340.43	269.81	
	END BAL	1,747,655.48	1,754,931.69	1,755,651.01	1,756,231.76	1,756,672.12	1,757,012.55	1,757,282.36	X
	AVG RATE	1.85%	0.72%	0.50%	0.39%	0.30%	1.24%	0.18%	X
UBB (14) (FSBC)	PREV BAL	201,115.76	201,391.54	201,391.54	201,670.73	201,670.73	201,670.73	201,949.97	
18MO	CKS/DR	-	-	-	-	-	-	-	
CD-2143	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	-	-	279.19	-	-	279.24	-	
	END BAL	201,115.76	201,391.54	201,670.73	201,670.73	201,670.73	201,949.97	201,949.97	X
	AVG RATE	0.55%	0.55%	0.55%	0.55%	0.55%	0.55%	0.55%	
UBB (31) (FSBC)	PREV BAL	251,260.27	253,786.08	253,786.08	253,786.08	255,051.53	255,051.53	255,051.53	
18MO	CKS/DR	-	-	-	-	-	-	0	
CD-2143	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	1,266.63	-	-	1,265.45	-	-	-	
	END BAL	252,526.90	253,786.08	253,786.08	255,051.53	255,051.53	255,051.53	255,051.53	X
	AVG RATE	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
LINE-OF-CREDIT									
UBB (FSBC)	PREV BAL	-	-	-	-	-	-	-	
LOC	CKS/DR	-	-	-	-	-	-	-	
\$200,000.00	DEP/CR	-	-	-	-	-	-	-	
	INT/CR	-	-	-	-	-	-	-	
	END BAL	-	-	-	-	-	-	-	X
	AVG RATE								
	TOTAL PREV BAL	2,573,516.58	4,222,013.58	2,766,714.22	2,844,095.58	2,838,734.18	2,859,369.34	2,808,076.56	
	TOTAL CKS/DR	404,059.80	3,484,882.66	229,566.25	365,819.40	259,532.55	353,693.10	199,849.39	
	TOTAL DEP/CR	324,522.49	2,028,436.02	305,864.96	358,517.47	279,627.89	301,684.38	349,774.72	
	TOTAL INT/CR	4,116.05	1,147.28	1,082.65	1,940.53	539.82	715.94	369.31	
	TOTAL 2020 ACCOUNTS	2,498,095.32	2,766,714.22	2,844,095.58	2,838,734.18	2,859,369.34	2,808,076.56	2,958,371.20	
	TOTAL 2019 ACCOUNTS	1,952,778.56	2,560,627.61	2,606,146.61	2,665,999.92	2,668,988.15	2,554,128.62	2,617,541.25	
	TOTAL 2018 ACCOUNTS	2,243,850.59	2,787,133.34	2,909,775.06	2,883,634.79	2,888,148.39	2,489,282.80	2,373,303.20	
	TOTAL 2017 ACCOUNTS	1,916,629.29	2,363,845.59	2,079,469.54	2,015,506.17	1,857,731.32	2,565,761.51	2,498,308.06	
	TOTAL 2016 ACCOUNTS	987,595.88	1,917,756.35	1,967,252.20	1,874,857.87	1,894,042.44	1,883,051.68	1,879,795.32	
	TOTAL 2015 ACCOUNTS	1,653,400.33	1,759,581.96	1,718,267.39	1,593,788.44	1,677,560.21	1,550,452.03	1,568,412.32	
	TOTAL 2014 ACCOUNTS	2,036,560.85	2,069,077.88	2,002,370.22	1,956,418.34	1,991,633.33	2,054,088.02	2,074,813.39	
	TOTAL 2013 ACCOUNTS	2,361,290.03	2,320,709.32	2,286,978.98	1,978,090.95	1,887,185.49	2,153,583.57	2,175,646.11	
	TOTAL 2012 ACCOUNTS	2,362,402.55	2,202,233.11	2,152,976.82	2,357,742.26	2,373,017.68	2,356,132.02	2,552,358.60	
	2019 VS 2020	545,316.76	206,086.61	237,948.97	172,734.26	190,381.19	253,947.94	340,829.95	


 11-17-2020

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
ADMINISTRATION										
10-3101	PROPERTY TAXES	842.28	472.28	1,490.96	130,859.54	125,079.22	5,780.32	133,063.00	98.34%	(2,203.46)
10-3103	SALES TAX - TOWN	-	-	-	17,310.18	14,775.00	2,535.18	17,730.00	97.63%	(419.82)
10-3108	PENALTY & INTEREST	44.81	22.15	77.17	286.62	250.00	36.62	300.00	95.54%	(13.38)
10-3109	DELINQUENT TAX	-	-	-	-	41.67	(41.67)	50.00	0.00%	(50.00)
10-3110	ABATEMENTS	-	-	-	1,215.27	-	1,215.27	-	-	1,215.27
10-32-01	LIQUOR LICENSES	-	350.00	-	4,165.50	3,333.33	832.17	4,000.00	104.14%	165.50
12-32-04	SPECIAL REVIEWS	200.00	-	366.30	1,666.30	1,666.67	(0.37)	2,000.00	83.32%	(333.70)
10-35-04	INTEREST INCOME	166.77	464.67	218.38	9,131.28	9,333.33	(202.05)	11,200.00	81.53%	(2,068.72)
10-35-05	LATE CHARGES	659.00	0.11	-	1,883.11	7,083.33	(5,200.22)	8,500.00	22.15%	(6,616.89)
10-35-06	OTHER INCOME	-	-	-	1.00	208.33	(207.33)	250.00	0.40%	(249.00)
10-35-15	REFUND OF EXPENDITURES	-	-	-	2,472.23	-	2,472.23	-	0.00%	2,472.23
10-35-16	RESTITUTION	-	690.83	-	5,014.60	8,500.00	(3,485.40)	10,200.00	49.16%	(5,185.40)
10-35-20	GRANT REVENUE	15,687.32	1,500.00	-	17,187.32	-	17,187.32	-	-	17,187.32
		17,600.18	3,500.04	2,152.81	191,192.95	170,270.89	20,922.06	187,293.00	102.08%	3,899.95
10-41-01	MAYOR & TRUSTEES	-	1,800.00	-	5,400.00	6,000.00	600.00	7,200.00	75.00%	(1,800.00)
10-41-02	TOWN ADMIN/CONTRACT LABOR	-	-	-	-	(5,391.95)	(5,391.95)	(6,470.34)	0.00%	6,470.34
10-41-03	SALARIES & WAGES	3,106.09	2,371.91	2,052.50	28,779.96	42,449.11	13,669.15	50,938.93	56.50%	(22,158.97)
10-41-04	EMPLOYER FICA	182.88	252.20	121.16	2,068.36	1,636.62	(431.74)	1,963.94	105.32%	104.42
10-41-05	EMPLOYER MEDICARE	42.78	59.00	28.34	483.78	382.76	(101.02)	459.31	105.33%	24.47
10-41-06	UNEMPLOYMENT TAX	9.31	6.21	6.16	83.56	58.19	(25.37)	69.83	119.66%	13.73
10-41-07	INSURANCE BENEFITS	958.24	481.40	481.40	3,673.74	2,660.11	(1,013.63)	3,192.13	115.09%	481.61
10-41-08	PENSION BENEFITS	146.94	89.40	89.40	996.73	1,131.00	134.27	1,357.20	73.44%	(360.47)
10-41-10	WORKMENS COMPENSATION	-	-	-	126.00	105.00	(21.00)	126.00	100.00%	-
	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
10-41-15	OFFICE SUPPLIES	292.54	221.35	279.07	2,472.86	3,062.50	589.64	3,675.00	67.29%	(1,202.14)
10-41-16	OPERATING SUPPLIES	23.13	32.11	59.01	531.43	604.17	72.74	725.00	73.30%	(193.57)
10-41-17	POSTAGE	-	250.05	-	430.45	1,541.67	1,111.22	1,850.00	23.27%	(1,419.55)
10-41-20	LEGAL SERVICES	2,220.50	4,634.50	5,830.50	50,318.29	36,316.67	(14,001.62)	43,580.00	115.46%	6,738.29
	ELECTION	-	-	-	-	5,416.67	5,416.67	6,500.00	0.00%	(6,500.00)
10-41-21	AUDIT & BUDGET EXPENSE	-	-	110.00	5,290.00	4,308.33	(981.67)	5,170.00	102.32%	120.00
10-41-22	REPAIRS & MAINTENANCE	-	-	-	325.00	-	-	-	-	-
10-41-25	TOWN HALL EXPENSE	916.01	835.67	1,003.99	9,704.54	8,970.83	(733.71)	10,765.00	90.15%	(1,060.46)
10-41-26	TRAVEL & MEETINGS	124.42	45.22	30.75	881.94	8,916.67	8,034.73	10,700.00	8.24%	(9,818.06)
10-41-27	INSURANCE & BONDS	-	-	-	3,136.30	2,771.67	(364.63)	3,326.00	94.30%	(189.70)
10-41-28	UTILITIES	546.28	328.26	83.07	3,579.40	4,000.00	420.60	4,800.00	74.57%	(1,220.60)
10-41-29	TELEPHONE	94.17	139.68	49.05	944.31	1,625.00	680.69	1,950.00	48.43%	(1,005.69)
10-41-30	PUBLISHING & ADS	76.24	133.28	-	1,456.25	3,000.00	1,543.75	3,600.00	40.45%	(2,143.75)
10-41-31	DUES & SUBSCRIPTIONS	75.00	170.00	-	9,487.50	7,250.00	(2,237.50)	8,700.00	109.05%	787.50
10-41-33	DATA PROCESSING	2,736.77	961.73	1,524.80	12,723.12	9,854.17	(2,868.95)	11,825.00	107.60%	898.12
10-41-43	CULTURAL EVENTS	-	-	-	-	-	-	-	-	-
10-41-44	HUMAN SERVICES	-	-	-	4,318.99	3,575.00	(743.99)	4,290.00	100.68%	28.99
10-41-90	TREASURER'S FEE	18.76	10.51	33.16	2,780.33	2,500.00	(280.33)	3,000.00	92.68%	(219.67)
	MISCELLANEOUS	17,542.41	302.78	-	17,845.19	3,333.33	(14,511.86)	4,000.00	446.13%	13,845.19
	TRANSFERS/GRANT EXP	5,449.70	13,990.84	5,203.00	39,492.19	3,333.33	(36,158.86)	4,000.00	987.30%	35,492.19
		34,562.17	27,116.10	16,985.36	207,330.22	159,410.83	(47,919.39)	191,293.00	108.38%	15,712.22
		(16,961.99)	(23,616.06)	(14,832.55)	(16,137.27)	10,860.05	(26,672.32)	(4,000.00)	-	(11,812.27)
	BEGINNING RESERVE				39,303.29	39,303.29	39,303.29	39,303.29		39,303.29
	INCOME	17,600.18	3,500.04	2,152.81	191,192.95	170,270.89	20,922.06	187,293.00		3,899.95
	EXPENDITURE	34,562.17	27,116.10	16,985.36	207,330.22	159,410.83	(47,919.39)	191,293.00		15,712.22
	ADJUSTMENT									
	NET CHANGE	(16,961.99)	(23,616.06)	(14,832.55)	(16,137.27)	10,860.05	68,516.45	(4,000.00)		(11,812.27)
	ENDING RESERVE				23,166.02	50,163.34	107,819.74	35,303.29		27,491.02

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
BUILDING										
12-31-03	SALES TAX - TOWN	-	-	-	-	-	-	-	0.00%	-
12-32-03	BUILDING PERMITS	1,848.10	2,329.15	3,736.45	23,441.20	39,916.67	(16,475.47)	47,900.00	48.94%	(24,458.80)
		1,848.10	2,329.15	3,736.45	23,441.20	39,916.67	(16,475.47)	47,900.00	48.94%	(24,458.80)
12-43-03	SALARIES & WAGES	430.50	287.00	287.00	3,154.00	3,223.89	69.89	3,868.67	81.53%	(714.67)
	CONTRACT LABOR	2,905.00	-	4,552.00	23,097.00	33,333.33	10,236.33	40,000.00	57.74%	(16,903.00)
12-43-04	EMPLOYER FICA	26.10	17.40	17.40	194.12	190.75	(3.37)	228.90	84.81%	(34.78)
12-43-05	EMPLOYER MEDICARE	6.09	4.06	4.06	45.36	44.61	(0.75)	53.53	84.74%	(8.17)
12-43-06	UNEMPLOYMENT TAX	1.29	0.86	0.86	9.46	9.23	(0.23)	11.08	85.38%	(1.62)
12-43-07	HEALTH INSURANCE	178.91	89.89	89.89	446.06	5.18	(440.88)	6.22	7171.38%	439.84
12-43-08	PENSION	21.30	14.20	14.20	156.20	153.83	(2.37)	184.60	84.62%	(28.40)
12-43-10	WORKMENS COMPENSATION		-	-	12.00	10.00	(2.00)	12.00	100.00%	-
12-43-15	OFFICE SUPPLIES		-	-	53.18	416.67	363.49	500.00	10.64%	(446.82)
12-43-16	OPERATING SUPPLIES		-	-	-	-	-	-	-	-
12-43-17	POSTAGE		1.00	-	1.00	20.83	19.83	25.00	4.00%	(24.00)
12-43-20	LEGAL SERVICES		-	-	-	1,000.00	1,000.00	1,200.00	0.00%	(1,200.00)
12-43-23	VEHICLE EXPENSE		-	-	-	-	-	-	-	-
12-43-26	TRAVEL & MEETINGS		-	-	-	-	-	-	-	-
12-43-27	INSURANCE & BONDS		-	-	775.89	645.83	(130.06)	775.00	100.11%	0.89
12-43-29	TELEPHONE		-	-	-	-	-	-	-	-
12-43-30	PUBLISHING & ADS		-	-	-	83.33	83.33	100.00	0.00%	(100.00)
12-43-31	DUES & SUBSCRIPTIONS		-	-	135.00	779.17	644.17	935.00	14.44%	(800.00)
	MISCELLANEOUS		-	-	-	-	-	-	-	-
		3,569.19	414.41	4,965.41	28,079.27	39,916.67	11,837.40	47,900.00	58.62%	(19,820.73)
		(1,721.09)	1,914.74	(1,228.96)	(4,638.07)	-	(4,638.07)	-	-	(4,638.07)
	BEGINNING RESERVE				-	-	-	-	-	-
	INCOME	1,848.10	2,329.15	3,736.45	23,441.20	39,916.67	(16,475.47)	47,900.00		(24,458.80)
	EXPENDITURE	3,569.19	414.41	4,965.41	28,079.27	39,916.67	11,837.40	47,900.00		(19,820.73)
	ADJUSTMENT									
	NET CHANGE	(1,721.09)	1,914.74	(1,228.96)	(4,638.07)	-	(28,312.86)	-		(4,638.07)
	ENDING RESERVE				(4,638.07)					(4,638.07)

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
LAW ENFORCEMENT										
14-31-02	S.O. AUTO TAXES	2,008.59	1,782.54	2,213.43	18,064.07	15,000.00	3,064.07	18,000.00	100.36%	64.07
14-31-03	SALES TAX - TOWN	-	19,622.17	20,395.98	136,845.50	137,305.50	(460.00)	183,074.00	74.75%	(46,228.50)
14-31-04	SALES TAX - COUNTY	13,475.26	12,242.40	12,722.87	104,756.26	86,250.00	18,506.26	115,000.00	91.09%	(10,243.74)
14-31-06	CIGARETTE TAX	140.58	149.28	112.61	1,170.86	1,062.50	108.36	1,275.00	91.83%	(104.14)
14-32-06	VIN INSPECTIONS	60.00	115.00	170.00	965.00	1,000.00	(35.00)	1,200.00	80.42%	(235.00)
14-33-02	MOTOR VEHICLE - \$1.50	224.25	250.50	299.00	2,218.60	2,083.33	135.27	2,500.00	88.74%	(281.40)
14-33-03	MOTOR VEHICLE - \$2.50	330.00	332.50	405.00	3,121.27	2,916.67	204.60	3,500.00	89.18%	(378.73)
14-34-01	COURT FINES	-	250.00	-	417.28	416.67	0.61	500.00	83.46%	(82.72)
14-34-02	POLICE FINES	775.00	554.00	1,449.00	12,053.00	16,666.67	(4,613.67)	20,000.00	60.27%	(7,947.00)
14-34-03	MISCELLANEOUS FINES-BONDS	-	-	300.00	363.50	166.67	196.83	200.00	181.75%	163.50
	SCHOOL (SRO)	-	-	-	10,000.00	16,666.67	(6,666.67)	20,000.00	50.00%	(10,000.00)
14-34-05	DOG TAGS	-	-	-	286.00	625.00	(339.00)	750.00	38.13%	(464.00)
14-34-50	PD Grant	-	-	-	1,352.68	10,808.33	(9,455.65)	12,970.00	10.43%	(11,617.32)
		17,013.68	35,298.39	38,067.89	291,614.02	290,968.00	646.02	378,969.00	76.95%	(87,354.98)
14-42-02	JUDGE	525.00	525.00	525.00	3,900.00	7,003.13	3,103.13	8,403.75	46.41%	(4,503.75)
14-42-03	SALARIES & WAGES	25,034.63	17,738.50	17,121.35	171,856.92	204,542.58	32,685.66	245,451.10	70.02%	(73,594.18)
14-42-04	EMPLOYER FICA	66.72	54.77	54.39	409.54	23,463.98	23,054.44	28,156.77	1.45%	(27,747.23)
14-42-05	EMPLOYER MEDICARE	357.21	260.38	252.88	2,487.78	-	(2,487.78)	#DIV/0!		2,487.78
14-42-06	UNEMPLOYMENT TAX	76.70	54.81	52.95	527.38	-	(527.38)	#DIV/0!		527.38
14-42-07	INSURANCE BENEFITS	2,147.98	619.02	619.02	14,248.79	16,735.32	2,486.53	20,082.38	70.95%	(5,833.59)
	PENSION BENEFITS	371.34	223.20	223.20	2,791.23	-	(2,791.23)	#DIV/0!		2,791.23
14-42-10	WORKMENS COMPENSATION	-	-	-	7,212.00	6,010.00	(1,202.00)	7,212.00	100.00%	-
14-42-11	FPPA PENSION	1,906.80	1,275.66	1,169.69	12,630.16	-	(12,630.16)	#DIV/0!		12,630.16
14-42-12	FPPA D & D	667.39	446.48	409.39	4,420.58	-	(4,420.58)	#DIV/0!		4,420.58
14-42-15	OFFICE SUPPLIES	280.03	97.88	-	666.46	916.67	250.21	1,100.00	60.59%	(433.54)
14-42-16	OPERATING SUPPLIES	600.24	1,168.63	203.89	4,587.93	1,250.00	(3,337.93)	1,500.00	305.86%	3,087.93
14-42-17	POSTAGE	3.80	54.66	1.80	227.19	250.00	22.81	300.00	75.73%	(72.81)
14-42-20	LEGAL SERVICES	295.00	195.00	661.50	3,924.88	812.50	(3,112.38)	975.00	402.55%	2,949.88
14-42-22	REPAIRS & MAINTENANCE	-	-	-	-	208.33	208.33	250.00	0.00%	(250.00)
14-42-23	VEHICLE EXPENSE	333.82	606.52	611.89	5,049.52	9,833.33	4,783.81	11,800.00	42.79%	(6,750.48)
14-42-26	TRAVEL & MEETINGS	25.05	57.66	-	719.34	5,416.67	4,697.33	6,500.00	11.07%	(5,780.66)
14-42-27	INSURANCE & BONDS	78.66	-	185.00	20,613.36	16,927.50	(3,685.86)	20,313.00	101.48%	300.36
14-42-28	UTILITIES	247.40	130.81	-	1,456.13	1,833.33	377.20	2,200.00	66.19%	(743.87)
14-42-29	TELEPHONE	201.68	266.28	137.10	1,650.50	3,541.67	1,891.17	4,250.00	38.84%	(2,599.50)
14-42-30	PUBLISHING & ADS	-	51.88	-	1,081.16	41.67	(1,039.49)	50.00	2162.32%	1,031.16
14-42-31	DUES & SUBSCRIPTIONS	6,733.00	-	-	8,480.52	2,937.50	(5,543.02)	3,525.00	240.58%	4,955.52
14-42-33	Data Processing	407.76	889.52	444.76	14,631.90	13,583.33	(1,048.57)	16,300.00	89.77%	(1,668.10)
	HUMAN SERVICES	-	-	-	551.41	-	-	-	-	-
14-44-01	VET FEES	-	-	-	-	-	-	-	-	-
	MISCELLANEOUS	-	-	-	-	500.00	500.00	600.00	0.00%	(600.00)
		40,360.21	24,716.66	22,673.81	284,124.68	315,807.50	32,234.23	378,969.00	74.97%	(95,395.73)
		(23,346.53)	10,581.73	15,394.08	7,489.34	(24,839.50)	32,880.25	-		8,040.75
	BEGINNING RESERVE				130,294.91	130,294.91	130,294.91	130,294.91		130,294.91
	INCOME	17,013.68	35,298.39	38,067.89	291,614.02	290,968.00	646.02	378,969.00		(87,354.98)
	EXPENDITURE	40,360.21	24,716.66	22,673.81	284,124.68	315,807.50	32,234.23	378,969.00		(95,395.73)
	ADJUSTMENT									
	NET CHANGE	(23,346.53)	10,581.73	15,394.08	7,489.34	(24,839.50)	(31,588.21)	-		8,040.75
	ENDING RESERVE				137,784.25	105,455.41	98,706.70	130,294.91		138,335.66

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
PARKS										
16-31-03	SALES TAX-TOWN	18,007.25	-	-	82,952.00	98,497.50	(15,545.50)	118,197.00	70.18%	(35,245.00)
16-33-07	SEVERANCE TAX	-	1,678.79	-	4,764.61	7,333.33	(2,568.72)	8,800.00	54.14%	(4,035.39)
16-33-08	MINERAL LEASING	-	3,918.97	-	3,918.97	5,250.00	(1,331.03)	6,300.00	62.21%	(2,381.03)
16-35-01	RENTS & ROYALTIES	8,543.00	-	-	9,828.00	5,750.00	4,078.00	6,900.00	142.43%	2,928.00
16-35-04	GRANT REVENUE	-	-	-	-	8,333.33	(8,333.33)	10,000.00	0.00%	(10,000.00)
16-35-09	PARK CONTRIBUTIONS	6,000.00	-	50.00	10,160.00	-	10,160.00	-	-	10,160.00
16-35-10	OTHER AGENCY CONT	-	-	-	-	7,500.00	(7,500.00)	9,000.00	0.00%	(9,000.00)
		32,550.25	5,597.76	50.00	111,623.58	132,664.17	(21,040.59)	159,197.00	70.12%	(47,573.42)
16-46-03	SALARIES & WAGES	4,308.81	2,868.76	2,828.26	33,033.62	44,112.93	11,079.31	52,935.52	62.40%	(19,901.90)
16-46-02	CONTRACT LABOR	4,978.49	2,913.57	855.36	8,747.42					
16-46-04	EMPLOYER FICA	258.28	171.96	170.53	1,990.98	3,283.13	1,292.15	3,939.75	50.54%	(1,948.77)
16-46-05	EMPLOYER MEDICARE	60.40	40.23	39.90	465.66	-	(465.66)		#DIV/0!	465.66
16-46-06	UNEMPLOYMENT TAX	12.93	8.60	8.48	98.54	-	(98.54)		#DIV/0!	98.54
16-46-07	INSURANCE BENEFITS	969.99	486.79	486.79	5,271.14	7,813.94	2,542.80	9,376.73	56.22%	(4,105.59)
16-46-08	PENSION BENEFITS	201.15	134.10	134.10	1,380.32	-	(1,380.32)		#DIV/0!	1,380.32
16-46-10	WORKMENS COMPENSATION	-	-	-	1,375.00	1,145.83	(229.17)	1,375.00	100.00%	-
16-46-15	OFFICE SUPPLIES	8.84	-	7.40	16.24	41.67	25.43	50.00	32.48%	(33.76)
16-46-16	OPERATING SUPPLIES	17.79	439.56	141.51	3,766.47	3,750.00	(16.47)	4,500.00	83.70%	(733.53)
16-46-17	POSTAGE	-	49.61	-	49.61	-	(49.61)	-	-	49.61
16-46-20	LEGAL	-	-	-	-	-	-	-	-	-
16-46-22	REPAIRS & MAINTENANCE	7.99	341.98	1,521.17	3,349.25	41,687.50	38,338.25	50,025.00	6.70%	(46,675.75)
16-46-23	VEHICLE EXPENSE	124.00	111.53	451.68	1,177.63	1,041.67	(135.96)	1,250.00	94.21%	(72.37)
16-46-24	RENTALS	-	-	-	-	-	-	-	-	-
16-46-25	SHOP EXPENSE	898.63	53.73	456.97	1,789.92	833.33	(956.59)	1,000.00	178.99%	789.92
16-46-27	INSURANCE & BONDS	-	-	-	4,079.42	3,370.83	(708.59)	4,045.00	100.85%	34.42
16-46-28	UTILITIES	835.20	522.55	41.75	5,860.02	6,250.00	389.98	7,500.00	78.13%	(1,639.98)
16-46-29	TELEPHONE	58.86	59.44	8.80	413.71	333.33	(80.38)	400.00	103.43%	13.71
16-46-30	PUBLISHING & ADS	-	-	-	-	41.67	41.67	50.00	0.00%	(50.00)
16-46-32	FEES & PERMITS	-	-	-	748.45	625.00	(123.45)	750.00	99.79%	(1.55)
16-46-42	CONTRACT SERVICES	-	180.50	-	2,274.13	1,666.67	(607.46)	2,000.00	113.71%	274.13
16-46-70	CAPITAL OUTLAY	5,128.50	43.68	-	24,530.18	16,666.67	(7,863.51)	20,000.00	122.65%	4,530.18
	MISCELLANEOUS	1,679.92	-	-	1,679.92	-	(1,679.92)			1,679.92
		19,549.78	8,426.59	7,152.70	102,097.63	132,664.17	39,313.96	159,197.00	64.13%	(65,846.79)
		13,000.47	(2,828.83)	(7,102.70)	9,525.95	-	18,273.37	-	-	18,273.37
	BEGINNING RESERVE				43,163.97	43,163.97	43,163.97	43,163.97		43,163.97
	INCOME	32,550.25	5,597.76	50.00	111,623.58	132,664.17	(21,040.59)	159,197.00		(47,573.42)
	EXPENDITURE	19,549.78	8,426.59	7,152.70	102,097.63	132,664.17	39,313.96	159,197.00		(65,846.79)
	ADJUSTMENT									
	NET CHANGE	13,000.47	(2,828.83)	(7,102.70)	9,525.95	-	(60,354.54)	-		18,273.37
	ENDING RESERVE				52,689.92	43,163.97	(17,190.57)	43,163.97		61,437.34

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
STREETS										
20-31-03	SALES TAX-TOWN	18,007.25	19,622.17	20,395.98	72,597.82	43,170.00	29,427.82	51,804.00	140.14%	20,793.82
20-31-05	FRANCHISE TAX	1,063.96	3,161.53	2,983.80	40,051.83	49,000.00	(8,948.17)	58,800.00	68.12%	(18,748.17)
20-32-02	MISCELLANEOUS PERMITS	150.00	100.00	50.00	955.00	1,500.00	(545.00)	1,800.00	53.06%	(845.00)
20-33-01	HIGHWAY USERS TAX	4,033.43	4,262.39	3,807.52	33,041.63	40,010.00	(6,968.37)	48,012.00	68.82%	(14,970.37)
20-33-10	ROAD & BRIDGE	50.61	28.37	89.58	7,862.27	5,416.67	2,445.60	6,500.00	120.96%	1,362.27
20-35-02	MOTOR FUEL TAX REFUNDS	-	-	-	903.47	1,250.00	(346.53)	1,500.00	60.23%	(596.53)
		23,305.25	27,174.46	27,326.88	155,412.02	140,346.67	15,065.35	168,416.00	92.28%	(13,003.98)
20-45-03	SALARIES & WAGES	4,523.11	3,010.74	2,970.24	34,903.43	44,635.22	9,731.79	53,562.26	65.16%	18,658.83
20-45-04	EMPLOYER FICA	271.00	180.38	179.01	2,102.54	3,539.80	1,437.26	4,247.76	49.50%	2,145.22
20-45-05	EMPLOYER MEDICARE	63.36	42.19	41.88	491.76	-	(491.76)	#DIV/0!		(491.76)
20-45-06	UNEMPLOYMENT TAX	13.57	9.02	8.90	104.10	-	(104.10)	#DIV/0!		(104.10)
20-45-07	INSURANCE BENEFITS	1,045.95	524.77	524.77	5,721.08	11,567.94	5,846.86	13,881.53	41.21%	8,160.45
20-45-08	PENSION BENEFITS	211.80	141.20	141.20	1,457.50	-	(1,457.50)	#DIV/0!		(1,457.50)
20-45-10	WORKMENS COMPENSATION	-	-	-	1,691.00	1,409.17	(281.83)	1,691.00	100.00%	-
20-45-15	OFFICE SUPPLIES	8.84	-	7.41	29.97	-	(29.97)	-		(29.97)
20-45-16	OPERATING SUPPLIES	1.78	56.40	67.52	651.69	750.00	98.31	900.00	72.41%	248.31
20-45-17	POSTAGE	-	148.83	-	189.28	41.67	(147.61)	50.00	378.56%	(139.28)
20-45-20	LEGAL & ENG SERVICES	-	380.00	-	380.00	1,625.00	1,245.00	1,950.00	19.49%	1,570.00
20-45-22	REPAIRS & MAINTENANCE	113.70	9,712.04	425.48	43,954.12	20,291.67	(23,662.45)	24,350.00	180.51%	(19,604.12)
20-45-23	VEHICLE EXPENSE	370.49	504.39	576.00	6,802.14	6,250.00	(552.14)	7,500.00	90.70%	697.86
20-45-24	RENTALS	-	-	1,064.00	1,064.00	-	(1,064.00)	-		(1,064.00)
20-45-25	SHOP EXPENSE	1,033.27	134.31	539.27	2,447.65	3,333.33	885.68	4,000.00	61.19%	1,552.35
20-45-26	TRAVEL & MEETINGS	-	-	-	31.66	-	(31.66)	-		(31.66)
20-45-27	INSURANCE & BONDS	-	-	-	8,728.88	7,123.71	(1,605.17)	8,548.45	102.11%	(180.43)
20-45-28	UTILITIES	1,557.55	764.15	-	14,894.45	17,262.50	2,368.05	20,715.00	71.90%	5,820.55
20-45-43	STREET LIGHTING	-	-	-	-	-	-	-		-
20-45-29	TELEPHONE	30.36	88.19	37.55	721.55	466.67	(254.88)	560.00	128.85%	(161.55)
20-45-30	PUBLISHING & ADS	-	-	-	-	50.00	50.00	60.00	0.00%	60.00
20-45-31	DUES & SUBSCRIPTIONS	-	-	-	-	-	-	-		-
20-45-42	SNOW REMOVAL	418.44	-	-	3,969.28	14,500.00	10,530.72	17,400.00	22.81%	13,430.72
20-45-70	CAPITAL OUTLAY	15,012.55	22,572.58	1,780.00	39,365.13	-	-	-		-
	MISCELLANEOUS	-	-	-	-	7,500.00	7,500.00	9,000.00	0.00%	9,000.00
		24,675.77	38,269.19	8,363.23	169,701.21	140,346.67	10,010.59	168,416.00	100.76%	38,079.92
		(1,370.52)	(11,094.73)	18,963.65	(14,289.19)	-	25,075.94	-		25,075.94
	BEGINNING RESERVE				149,340.81	149,340.81	149,340.81	149,340.81		149,340.81
	INCOME	23,305.25	27,174.46	27,326.88	155,412.02	140,346.67	15,065.35	168,416.00		(13,003.98)
	EXPENDITURE	24,675.77	38,269.19	8,363.23	169,701.21	140,346.67	10,010.59	168,416.00		38,079.92
	ADJUSTMENT									
	NET CHANGE	(1,370.52)	(11,094.73)	18,963.65	(14,289.19)	-	5,054.77	-		(51,083.90)
	ENDING RESERVE				135,051.62	149,340.81	154,395.58	149,340.81		98,256.91

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
STREET-CAPITAL IMPROVEMENT										
22-31-05	IMPACT FEE	3,983.61	4,231.55	4,159.92	40,187.48	37,589.47	2,598.01	45,107.36	89.09%	(4,919.88)
22-35-04	SALES TAX - TOWN	-	-	-	-	-	-	-	-	-
22-33-01	HIGHWAY USER TAX	-	-	-	-	-	-	-	-	-
		3,983.61	4,231.55	4,159.92	40,187.48	37,589.47	2,598.01	45,107.36		(4,919.88)
	CONTRACT LABOR	-	-	-	-	2,500.00	2,500.00	3,000.00		
22-45-22	REPAIRS & MAINTENANCE	-	-	7,900.00	7,900.00	171,445.42	163,545.42	205,734.50	3.84%	(197,834.50)
22-45-99	TRANSFER	-	-	-	-	-	-	-		-
		-	-	7,900.00	7,900.00	173,945.42	166,045.42	208,734.50		(197,834.50)
		3,983.61	4,231.55	(3,740.08)	32,287.48	(136,355.95)	168,643.43	(163,627.14)		192,914.62
	BEGINNING RESERVE				90,775.45	90,775.45	90,775.45	90,775.45		90,775.45
	INCOME	3,983.61	4,231.55	4,159.92	40,187.48	37,589.47	2,598.01	45,107.36		(4,919.88)
	EXPENDITURE	-	-	7,900.00	7,900.00	173,945.42	166,045.42	208,734.50		(197,834.50)
	ADJUSTMENT									
	NET CHANGE	3,983.61	4,231.55	(3,740.08)	32,287.48	(136,355.95)	(163,447.40)	(163,627.14)		192,914.62
	ENDING RESERVE				123,062.93	(45,580.50)	(72,671.95)	(72,851.69)		283,690.07
BRIDGE										
24-35-04	INTEREST INCOME	90.34	113.97	147.42	4,138.90	8,583.33	(4,444.43)	10,300.00	40.18%	(6,161.10)
24-35-13	BRIDGE REVENUE	-	-	-	40,000.00	33,333.33	6,666.67	40,000.00	100.00%	-
		90.34	113.97	147.42	44,138.90	41,916.67	2,222.23	50,300.00	87.75%	(6,161.10)
24-45-22	REPAIRS & MAINTENANCE	-	-	-	-	41,916.67	41,916.67	50,300.00	0.00%	(50,300.00)
		-	-	-	-	41,916.67	41,916.67	50,300.00	0.00%	(50,300.00)
		90.34	113.97	147.42	44,138.90	-	44,138.90	-		44,138.90
	BEGINNING RESERVE				144,976.03	144,976.03	144,976.03	144,976.03		144,976.03
	INCOME	90.34	113.97	147.42	44,138.90	41,916.67	2,222.23	50,300.00		(6,161.10)
	EXPENDITURE	-	-	-	-	41,916.67	41,916.67	50,300.00		(50,300.00)
	NET CHANGE	90.34	113.97	147.42	44,138.90	-	(39,694.43)	-		44,138.90
	ENDING RESERVE				189,114.93	144,976.03	105,281.60	144,976.03		189,114.93
SIDEWALK										
26-30-01	SIDEWALK REVENUE	2,584.47	2,589.20	2,589.29	25,864.19	29,833.33	(3,969.14)	35,800.00	72.25%	(9,935.81)
		2,584.47	2,589.20	2,589.29	25,864.19	29,833.33	(3,969.14)	35,800.00	72.25%	(9,935.81)
26-45-15	OFFICE SUPPLIES	-	-	-	-	-	-	-		-
26-45-20	LEGAL SERVICES	-	-	-	-	416.67	416.67	500.00	0.00%	(500.00)
26-45-22	REPAIRS & MAINTENANCE	18,342.00	-	8,400.00	27,210.15	29,333.33	2,123.18	35,200.00	77.30%	(7,989.85)
26-45-30	PUBLISHING & ADS	-	-	-	-	83.33	83.33	100.00	0.00%	(100.00)
26-49-99	TRANSFERS	-	-	-	-	-	-	-		-
		18,342.00	-	8,400.00	27,210.15	29,833.33	2,623.18	35,800.00	76.01%	(8,589.85)
		(15,757.53)	2,589.20	(5,810.71)	(1,345.96)	-	(1,345.96)	-		(1,345.96)
	BEGINNING RESERVE				19,763.90	19,763.90	19,763.90	19,763.90		19,763.90
	INCOME	2,584.47	2,589.20	2,589.29	25,864.19	29,833.33	(3,969.14)	35,800.00		(9,935.81)
	EXPENDITURE	18,342.00	-	8,400.00	27,210.15	29,833.33	2,623.18	35,800.00		(8,589.85)
	NET CHANGE	(15,757.53)	2,589.20	(5,810.71)	(1,345.96)	-	(6,592.33)	-		(1,345.96)
	ENDING RESERVE				18,417.94	19,763.90	13,171.57	19,763.90		18,417.94

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
SPACE2CREATE										
32-35-01	BOETTCHER GRANT	-	-	-	-	125,000.00	(125,000.00)	150,000.00	0.00%	(150,000.00)
32-35-02	DOLA GRANT	-	-	-	-	-	-	-	-	-
	CCI	-	-	-	-	37,500.00	(37,500.00)	45,000.00	0.00%	(45,000.00)
32-35-05	INTEREST	1.67	1.62	1.67	37.79	166.67	(128.88)	200.00	18.90%	(162.21)
32-35-09	S2C CONTRIBUTIONS	-	-	-	-	-	-	-	-	-
		1.67	1.62	1.67	37.79	162,666.67	(162,628.88)	195,200.00	0.02%	(195,162.21)
32-50-02	CONTRACT LABOR	-	-	-	-	-	-	-	-	-
32-50-15	OFFICE SUPPLIES	-	-	-	-	-	-	-	-	-
32-50-17		-	-	-	-	-	-	-	-	-
32-50-22	STUDIES	-	-	-	-	-	-	-	-	-
		-	-	-	-	162,666.67	162,666.67	195,200.00	0.00%	(195,200.00)
32-50-26	TRAVEL & MEETINGS	-	-	-	-	-	-	-	-	-
32-50-30	PUBLISHING & ADS	-	-	-	-	-	-	-	-	-
		-	-	-	-	162,666.67	162,666.67	195,200.00	0.00%	(195,200.00)
		1.67	1.62	1.67	37.79	-	37.79	-	-	37.79
	BEGINNING RESERVE				13,124.16	13,124.16	13,124.16	13,124.16		13,124.16
	INCOME	1.67	1.62	1.67	37.79	125,000.00	(125,000.00)	150,000.00		(150,000.00)
	EXPENDITURE	-	-	-	-	162,666.67	162,666.67	195,200.00		(195,200.00)
	NET CHANGE	1.67	1.62	1.67	37.79	(37,666.67)	(287,666.67)	(45,200.00)		45,200.00
	ENDING RESERVE				13,161.95	(24,542.51)	(274,542.51)	(32,075.84)		58,324.16
CONSERVATION TRUST FUND										
40-38-01	CONSERVATION TRUST-REV.	-	1,995.46	-	5,617.78	7,500.00	(1,882.22)	9,000.00	62.42%	(3,382.22)
40-38-02	INTEREST	-	0.38	0.40	2.34	6.67	(4.33)	8.00	29.25%	(5.66)
		-	1,995.84	0.40	5,620.12	7,506.67	(1,886.55)	9,008.00	62.39%	(3,387.88)
40-46-20	EXPENDITURES-CONS. TRUST	300.00	-	300.00	600.00	7,506.67	6,906.67	9,008.00	6.66%	(8,408.00)
		300.00	-	300.00	600.00	7,506.67	6,906.67	9,008.00	6.66%	(8,408.00)
		(300.00)	1,995.84	(299.60)	5,020.12	-	5,020.12	-	-	5,020.12
	BEGINNING RESERVE				1,316.77	1,316.77	1,316.77	1,316.77		1,316.77
	INCOME	-	1,995.84	0.40	5,620.12	7,506.67	(1,886.55)	9,008.00		(3,387.88)
	EXPENDITURE	300.00	-	300.00	600.00	7,506.67	6,906.67	9,008.00		(8,408.00)
	NET CHANGE	(300.00)	1,995.84	(299.60)	5,020.12	-	(8,793.21)	-		5,020.12
	ENDING RESERVE				6,336.89	1,316.77	(7,476.44)	1,316.77		6,336.89
CAPITAL IMPROVEMENT										
50-31-03	SALES TAX - CAP IMP	18,007.25	19,622.18	20,395.98	154,852.77	156,250.00	(1,397.23)	187,500.00	82.59%	(32,647.23)
50-31-06	AIRPORT REVENUE	637.50	637.50	637.50	6,375.00	6,375.00	-	7,650.00	83.33%	(1,275.00)
50-31-13	MISCELLANEOUS REVENUE	-	-	-	500.00	-	-	-	-	-
		18,644.75	20,259.68	21,033.48	161,727.77	162,625.00	(1,397.23)	195,150.00	82.87%	(33,922.23)
50-70-20	CAPITAL OUTLAY	67,975.69	15,859.56	4,139.32	176,199.44	165,625.00	(10,574.44)	198,750.00	88.65%	(22,550.56)
50-70-99	Transfer Out	-	-	-	-	-	-	-	-	-
		67,975.69	15,859.56	4,139.32	176,199.44	165,625.00	(10,574.44)	198,750.00	88.65%	(22,550.56)
		(49,330.94)	4,400.12	16,894.16	(14,471.67)	(3,000.00)	9,177.21	(3,600.00)		(11,371.67)
	BEGINNING RESERVE				338,149.98	338,149.98	338,149.98	338,149.98		338,149.98
	INCOME	18,644.75	20,259.68	21,033.48	161,727.77	162,625.00	(1,397.23)	195,150.00		(33,922.23)
	EXPENDITURE	67,975.69	15,859.56	4,139.32	176,199.44	165,625.00	(10,574.44)	198,750.00		(22,550.56)
	NET CHANGE	(49,330.94)	4,400.12	16,894.16	(14,471.67)	(3,000.00)	9,177.21	(3,600.00)		(11,371.67)
	ENDING RESERVE				323,678.31	335,149.98	347,327.19	334,549.98		326,778.31

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
WATER										
60-36-01	WATER CHARGES-RECEIVED	66,277.62	74,891.54	72,829.81	674,765.57	692,914.50	(18,148.93)	831,497.40	81.15%	(156,731.83)
60-36-02	WATER TAPS	16,500.00	-	-	34,500.00	-	34,500.00	-		34,500.00
60-36-03	SALES & SERVICES	1,015.00	440.00	845.00	5,795.84	3,041.67	2,754.17	3,650.00	158.79%	2,145.84
60-36-04	STANDBY TAP FEES	4,140.97	3,879.00	3,790.97	41,793.00	36,762.50	5,030.50	44,115.00	94.74%	(2,322.00)
60-36-05	WATER TANK MONEY	549.00	170.00	1,034.00	5,149.00	-	5,149.00	-		5,149.00
60-36-09	PENALTIES	-	-	-	325.72	2,083.33	(1,757.61)	2,500.00	13.03%	(2,174.28)
60-36-12	RENTS	500.00	-	-	1,000.00	833.33	166.67	1,000.00	100.00%	-
60-36-30	GRANT FUNDS	2,074.37	-	-	2,074.37	11,666.67	(9,592.30)	14,000.00	14.82%	(11,925.63)
	MISCELLANEOUS	-	-	-	-	-	-	-		-
		91,056.96	79,380.54	78,499.78	765,403.50	747,302.00	18,101.50	896,762.40	85.35%	(119,433.27)
60-50-02	TRUSTEES/ADMIN SALARIES	-	300.00	-	900.00	-	(900.00)	-	#DIV/0!	900.00
60-50-03	SALARIES & WAGES	20,412.40	11,447.91	10,930.24	126,920.78	150,918.40	23,997.62	181,102.08	70.08%	(54,181.30)
60-50-04	EMPLOYER FICA	1,202.09	690.46	641.44	7,644.49	11,939.67	4,295.18	14,327.60	53.35%	(6,683.11)
60-50-05	EMPLOYER MEDICARE	281.17	161.51	150.03	1,788.03	-	(1,788.03)	-	#DIV/0!	1,788.03
60-50-06	UNEMPLOYMENT TAX	61.22	34.33	32.78	380.27	-	(380.27)	-	#DIV/0!	380.27
60-50-07	INSURANCE BENEFITS	6,059.40	2,846.00	2,846.00	21,513.17	46,228.10	24,714.93	55,473.72	38.78%	(33,960.55)
60-50-08	PENSION BENEFITS	782.53	478.90	478.90	5,334.28	-	(5,334.28)	-	#DIV/0!	5,334.28
	CONTRACT LABOR	-	-	-	-	16,666.67	16,666.67	20,000.00		-
60-50-10	WORKMENS COMPENSATION	-	-	-	3,736.00	3,113.33	(622.67)	3,736.00	100.00%	-
60-50-15	OFFICE SUPPLIES	62.95	-	7.42	167.57	250.00	82.43	300.00	55.86%	(132.43)
60-50-16	OPERATING SUPPLIES	2,392.02	740.77	659.01	6,848.81	14,208.33	7,359.52	17,050.00	40.17%	(10,201.19)
60-50-17	POSTAGE	157.54	642.96	393.05	2,726.04	4,083.33	1,357.29	4,900.00	55.63%	(2,173.96)
60-50-20	LEGAL & ENG SERVICES	-	487.50	1,690.00	3,620.50	29,583.33	25,962.83	35,500.00	10.20%	(31,879.50)
60-50-21	AUDIT	-	-	240.00	11,520.00	9,400.00	(2,120.00)	11,280.00	102.13%	240.00
60-50-22	REPAIRS & MAINTENANCE	3,724.58	16,107.71	8,999.41	106,900.29	169,116.67	62,216.38	202,940.00	52.68%	(96,039.71)
60-50-23	VEHICLE EXPENSE	400.22	366.03	612.17	5,221.11	8,333.33	3,112.22	10,000.00	52.21%	(4,778.89)
60-50-24	RENTALS	-	-	-	-	2,083.33	2,083.33	2,500.00	0.00%	(2,500.00)
60-50-25	SHOP EXPENSE	265.35	74.98	1,734.93	2,835.51	3,541.67	706.16	4,250.00	66.72%	(1,414.49)
60-50-26	TRAVEL & MEETINGS	-	-	-	31.67	2,916.67	2,885.00	3,500.00	0.90%	(3,468.33)
60-50-27	INSURANCE & BONDS	1.25	175.00	-	20,924.47	16,720.83	(4,203.64)	20,065.00	104.28%	859.47
60-50-28	UTILITIES	2,111.04	2,029.35	2,073.26	23,032.89	20,833.33	(2,199.56)	25,000.00	92.13%	(1,967.11)
60-50-29	TELEPHONE	334.03	466.65	216.47	3,499.76	3,479.17	(20.59)	4,175.00	83.83%	(675.24)
60-50-30	PUBLISHING & ADS	86.44	-	-	178.35	591.67	413.32	710.00	25.12%	(531.65)
60-50-31	DUES & SUBSCRIPTIONS	-	-	-	137.50	1,541.67	1,404.17	1,850.00	7.43%	(1,712.50)
60-50-32	FEES & PERMITS	432.35	474.61	579.06	7,033.37	7,083.33	49.96	8,500.00	82.75%	(1,466.63)
60-50-33	DATA PROCESSING	385.71	925.69	3,090.70	9,990.15	6,650.00	(3,340.15)	7,980.00	125.19%	2,010.15
60-50-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	208.33	208.33	250.00	0.00%	(250.00)
60-50-44	Norris Retirement	1,680.00	1,680.00	1,680.00	16,800.00	16,800.00	-	20,160.00	83.33%	(3,360.00)
60-50-50	Water Power Authority Loan	-	-	-	171,095.53	152,916.67	(18,178.86)	183,500.00	93.24%	(12,404.47)
60-50-51	Drinking Water Revolving Fund	11,671.70	-	-	23,343.40	19,458.33	(3,885.07)	23,350.00	99.97%	(6.60)
	UBB Line of Credit	-	-	-	-	20.83	20.83	25.00	0.00%	(25.00)
60-50-54	Debt Service	-	-	-	-	-	-	-		-
60-50-70	CAPITAL OUTLAY	-	-	-	-	8,386.67	8,386.67	10,064.00		(10,064.00)
60-50-71	PASS-THRU	2,112.56	2,363.12	2,298.62	21,496.89	20,228.33	(1,268.56)	24,274.00	88.56%	(2,777.11)
60-50-75	GRANT PROJECTS	1,364.26	-	-	7,653.01	-	-	-		-
60-50-99	Transfers	-	-	-	-	-	-	-		-
60-59-90	DEPRECIATION	-	-	-	-	-	-	-		-
		55,980.81	42,493.48	39,353.49	613,273.84	747,302.00	141,681.17	896,762.40	68.39%	(271,141.57)
		35,076.15	36,887.06	39,146.29	152,129.66	-	(152,129.66)	-		(152,129.66)
	BEGINNING RESERVE				166,873.00	166,873.00	166,873.00	166,873.00		
	INCOME	91,056.96	79,380.54	78,499.78	765,403.50	747,302.00	18,101.50	896,762.40		(119,433.27)
	EXPENDITURE	55,980.81	42,493.48	39,353.49	613,273.84	747,302.00	141,681.17	896,762.40		(271,141.57)
	NET CHANGE	35,076.15	36,887.06	39,146.29	152,129.66	-	(123,579.67)	-		151,708.30
	ENDING RESERVE				319,002.66	166,873.00	43,293.33	166,873.00		

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
SEWER										
70-37-01	SEWER CHARGES - RECEIVED	44,475.14	44,211.09	44,008.55	442,283.75	443,838.33	(1,554.58)	532,606.00	83.04%	(90,322.25)
70-37-04	SEWER TAPS	13,500.00	5,000.00	-	33,500.00	12,500.00	21,000.00	15,000.00	223.33%	18,500.00
70-37-05	SEWER RENTAL PROPERTY	-	-	-	-	-	-	-	-	-
70-37-09	Interest Income	110.13	135.30	171.95	4,427.37	13,166.67	(8,739.30)	15,800.00	28.02%	(11,372.63)
70-37-13	GRANT REVENUE	-	-	-	53,587.50	-	53,587.50	-	-	53,587.50
70-37-14	MISCELLANEOUS	-	-	-	2,172.00	-	2,172.00	-	-	2,172.00
		58,085.27	49,346.39	44,180.50	535,970.62	469,505.00	66,465.62	563,406.00	95.13%	(27,435.38)
70-51-02	TRUSTEES/ADMIN SALARIES	-	300.00	-	900.00	-	(900.00)	-	-	900.00
70-51-03	SALARIES & WAGES	10,906.80	6,350.87	6,112.50	71,633.81	87,172.89	15,539.08	104,607.47	68.48%	(32,973.66)
70-51-04	EMPLOYER FICA	641.48	391.07	358.72	4,347.95	6,600.92	2,252.97	7,921.10	54.89%	(3,573.15)
70-51-05	EMPLOYER MEDICARE	150.01	91.43	83.90	1,016.84	-	(1,016.84)	-	-	1,016.84
70-51-06	UNEMPLOYMENT TAX	32.72	19.04	18.32	214.67	-	(214.67)	-	-	214.67
70-51-07	INSURANCE BENEFITS	3,456.30	1,651.89	1,651.89	11,499.11	21,452.44	9,953.33	25,742.93	44.67%	(14,243.82)
70-51-08	PENSION BENEFITS	439.52	271.60	271.60	3,021.18	-	(3,021.18)	-	-	3,021.18
	CONTRACT LABOR	-	-	-	-	16,666.67	16,666.67	20,000.00	-	(20,000.00)
70-51-10	WORKMENS COMPENSATION	-	-	-	961.00	800.83	(160.17)	961.00	100.00%	-
70-51-15	OFFICE SUPPLIES	62.95	-	7.42	161.89	250.00	88.11	300.00	53.96%	(138.11)
70-51-16	OPERATING SUPPLIES	1,322.76	548.60	373.70	4,698.38	12,816.67	8,118.29	15,380.00	30.55%	(10,681.62)
70-51-17	POSTAGE	157.54	209.09	159.40	1,622.15	1,750.00	127.85	2,100.00	77.25%	(477.85)
70-51-20	LEGAL & ENG SERVICES	-	-	5,901.90	28,575.90	16,166.67	(12,409.23)	19,400.00	147.30%	9,175.90
70-51-21	AUDIT	-	-	75.00	3,600.00	2,937.50	(662.50)	3,525.00	102.13%	75.00
70-51-22	REPAIRS & MAINTENANCE	361.23	16,862.35	30,705.06	50,613.59	120,070.83	69,457.24	144,085.00	35.13%	(93,471.41)
70-51-23	VEHICLE EXPENSE	381.29	366.13	576.07	5,015.40	5,416.67	401.27	6,500.00	77.16%	(1,484.60)
70-51-24	RENTALS	-	-	-	-	833.33	833.33	1,000.00	0.00%	(1,000.00)
70-51-25	SHOP EXPENSE	229.07	25.01	1,734.94	2,365.98	2,500.00	134.02	3,000.00	78.87%	(634.02)
70-51-26	TRAVEL & MEETINGS	-	-	-	31.67	1,666.67	1,635.00	2,000.00	1.58%	(1,968.33)
70-51-27	INSURANCE & BONDS	176.25	175.00	-	7,930.24	5,454.17	(2,476.07)	6,545.00	121.16%	1,385.24
70-51-28	UTILITIES	5,791.22	28.73	-	26,612.78	28,333.33	1,720.55	34,000.00	78.27%	(7,387.22)
70-51-29	TELEPHONE	120.83	128.23	82.93	1,312.02	1,333.33	21.31	1,600.00	82.00%	(287.98)
70-51-30	PUBLISHING & ADS	-	-	-	69.08	416.67	347.59	500.00	13.82%	(430.92)
70-51-31	DUES & SUBSCRIPTIONS	-	-	-	137.50	125.00	(12.50)	150.00	91.67%	(12.50)
70-51-32	FEES & PERMITS	318.35	456.58	206.05	5,616.75	8,416.67	2,799.92	10,100.00	55.61%	(4,483.25)
70-51-33	DATA PROCESSING	385.71	925.77	3,090.74	12,760.63	19,100.00	6,339.37	22,920.00	55.67%	(10,159.37)
70-51-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	208.33	208.33	250.00	0.00%	(250.00)
70-51-43	Gaging Station	2,701.00	-	-	3,935.00	3,250.00	(685.00)	3,900.00	100.90%	35.00
70-51-51	Rural Development P&I	-	-	-	-	85,416.67	85,416.67	102,500.00	0.00%	(102,500.00)
70-51-54	Debt Reserve	-	-	-	-	-	-	-	0.00%	-
70-51-70	CAPITAL OUTLAY	(15,600.00)	(11,500.00)	46,542.35	99,764.84	8,387.50	(91,377.34)	10,065.00	0.00%	89,699.84
70-51-71	PASS THRU	1,334.25	1,326.33	1,320.26	13,267.92	11,961.25	(1,306.67)	14,353.50	92.44%	(1,085.58)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-
70-59-90	DEPRECIATION	-	-	-	-	-	-	-	-	-
		13,369.28	18,627.72	99,272.75	361,686.28	469,505.00	107,818.72	563,406.00	64.20%	(201,719.72)
		44,715.99	30,718.67	(55,092.25)	174,284.34	-	174,284.34	-	-	174,284.34
	BEGINNING RESERVE				374,079.00	374,079.00	374,079.00	374,079.00		374,079.00
	INCOME	58,085.27	49,346.39	44,180.50	535,970.62	469,505.00	66,465.62	563,406.00		(27,435.38)
	EXPENDITURE	13,369.28	18,627.72	99,272.75	361,686.28	469,505.00	107,818.72	563,406.00		(201,719.72)
	ADJUSTMENT									
	NET CHANGE	44,715.99	30,718.67	(55,092.25)	174,284.34	-	(41,353.10)	-		174,284.34
	ENDING RESERVE				548,363.34	374,079.00	332,725.90	374,079.00		548,363.34

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
GARBAGE										
80-30-02	GARBAGE FEES - RECEIVED	17,893.17	18,069.88	18,034.69	180,764.13	180,000.00	764.13	216,000.00	83.69%	(35,235.87)
80-30-03	X-Trash	170.00	37.00	354.00	1,025.00	-	1,025.00	-		1,025.00
		18,063.17	18,106.88	18,388.69	181,789.13	180,000.00	1,789.13	216,000.00	84.16%	(34,210.87)
80-52-02	CONTRACT LABOR	-	-	-	-	-	-	-		-
80-52-03	SALARIES & WAGES	11,602.56	7,507.37	7,478.26	84,990.82	93,981.30	8,990.48	112,777.56	75.36%	(27,786.74)
80-52-04	EMPLOYER FICA	686.93	443.84	444.99	5,095.46	7,453.81	2,358.35	8,944.57	56.97%	(3,849.11)
80-52-05	EMPLOYER MEDICARE	160.69	103.79	104.05	1,191.55	-	(1,191.55)		#DIV/0!	1,191.55
80-52-06	UNEMPLOYMENT TAX	34.83	22.57	22.48	253.90	-	(253.90)		#DIV/0!	253.90
80-52-07	INSURANCE BENEFITS	3,428.28	1,719.74	1,719.74	15,354.74	23,481.56	8,126.82	28,177.87	54.49%	(12,823.13)
80-52-08	PENSION BENEFITS	555.97	370.60	370.60	3,572.93	-	(3,572.93)		#DIV/0!	3,572.93
80-52-10	WORKMEN'S COMP	-	-	-	3,561.00	2,967.50	(593.50)	3,561.00	100.00%	-
80-52-15	OFFICE SUPPLIES	71.79	-	7.42	157.00	208.33	51.33	250.00	62.80%	(93.00)
80-52-16	OPERATING SUPPLIES	35.58	64.37	138.31	882.47	1,062.50	180.03	1,275.00	69.21%	(392.53)
80-52-17	POSTAGE	78.77	129.35	79.71	793.13	833.33	40.20	1,000.00	79.31%	(206.87)
80-52-20	LEGAL SERVICES	-	-	-	-	325.00	325.00	390.00	0.00%	(390.00)
80-52-21	AUDIT	-	-	75.00	3,600.00	2,937.50	(662.50)	3,525.00	102.13%	75.00
80-52-22	REPAIRS & MAINTENANCE	-	-	-	1,287.98	1,270.83	(17.15)	1,525.00	84.46%	(237.02)
80-52-23	VEHICLE EXPENSE	546.68	446.21	2,111.94	6,502.98	11,291.67	4,788.69	13,550.00	47.99%	(7,047.02)
80-52-25	SHOP EXPENSE	101.12	94.01	38.65	489.11	1,166.67	677.56	1,400.00	34.94%	(910.89)
80-52-26	TRAVEL & MEETINGS	-	-	-	-	1,291.67	1,291.67	1,550.00	0.00%	(1,550.00)
80-52-27	INSURANCE & BONDS	1,814.70	-	-	6,318.95	3,603.33	(2,715.62)	4,324.00	146.14%	1,994.95
80-52-28	UTILITIES	86.71	128.73	-	1,623.99	1,583.33	(40.66)	1,900.00	85.47%	(276.01)
80-52-29	TELEPHONE	55.40	104.74	8.80	458.96	416.67	(42.29)	500.00	91.79%	(41.04)
80-52-30	PUBLISHING & ADS	-	-	-	-	125.00	125.00	150.00	0.00%	(150.00)
80-52-33	DATA PROCESSING	128.57	128.57	1,128.57	2,414.27	1,208.33	(1,205.94)	1,450.00	166.50%	964.27
80-52-41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	208.33	208.33	250.00	0.00%	(250.00)
80-52-42	LANDFILL FEES	2,911.25	2,794.25	3,127.75	24,716.25	27,500.00	2,783.75	33,000.00	74.90%	(8,283.75)
80-52-43	Clean Up Day	-	-	-	-	5,250.00	5,250.00	6,300.00	0.00%	(6,300.00)
80-52-70	CAPITAL OUTLAY	-	-	-	-	5,416.67	5,416.67	6,500.00	0.00%	(6,500.00)
80-52-71	PASS THRU	536.80	542.10	541.04	5,422.66	5,400.00	(22.66)	6,480.00	83.68%	(1,057.34)
	MISCELLANEOUS	-	-	-	-	4,166.67	4,166.67	5,000.00	0.00%	(5,000.00)
		22,836.63	14,600.24	17,397.31	168,688.15	203,150.00	34,461.85	243,780.00	69.20%	(75,091.85)
		(4,773.46)	3,506.64	991.38	13,100.98	(23,150.00)	36,250.98	(27,780.00)		40,880.98
	BEGINNING RESERVE				112,419.00	112,419.00	112,419.00	112,419.00		112,419.00
	INCOME	18,063.17	18,106.88	18,388.69	181,789.13	180,000.00	1,789.13	216,000.00		(34,210.87)
	EXPENDITURE	22,836.63	14,600.24	17,397.31	168,688.15	203,150.00	34,461.85	243,780.00		(75,091.85)
	ADJUSTMENT									
	NET CHANGE	(4,773.46)	3,506.64	991.38	13,100.98	(23,150.00)	(32,672.72)	(27,780.00)		40,880.98
	ENDING RESERVE				125,519.98	89,269.00	79,746.28	84,639.00		153,299.98

AS OF:	10/31/2020	2020	2020	2020	2020	2020	2020	2020	84%	
ACCT NO	DESCRIPTION	OCTOBER	SEPTEMBER	AUGUST	CUR YTD	10	REMAINING	ORIG	% OF	REMAINING
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	MO BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
OVERALL SUMMARY										
ADMINISTRATION		17,600.18	3,500.04	2,152.81	191,192.95	170,270.89	20,922.06	187,293.00		3,899.95
BUILDING		1,848.10	2,329.15	3,736.45	23,441.20	39,916.67	(16,475.47)	47,900.00		(24,458.80)
LAW ENFORCEMENT		17,013.68	35,298.39	38,067.89	291,614.02	290,968.00	646.02	378,969.00		(87,354.98)
PARKS		32,550.25	5,597.76	50.00	111,623.58	132,664.17	(21,040.59)	159,197.00		(47,573.42)
STREETS		23,305.25	27,174.46	27,326.88	155,412.02	140,346.67	15,065.35	168,416.00		(13,003.98)
STREET CAPITAL IMPROVEMENT		3,983.61	4,231.55	4,159.92	40,187.48	37,589.47	2,598.01	45,107.36		(4,919.88)
BRIDGE		90.34	113.97	147.42	44,138.90	41,916.67	2,222.23	50,300.00		(6,161.10)
SIDEWALK		2,584.47	2,589.20	2,589.29	25,864.19	29,833.33	(3,969.14)	35,800.00		(9,935.81)
SPACE2CREATE		1.67	1.62	1.67	37.79	162,666.67	(162,628.88)	195,200.00		(195,162.21)
CONSERVATION TRUST FUND		-	1,995.84	0.40	5,620.12	7,506.67	(1,886.55)	9,008.00		(3,387.88)
CAPITAL IMPROVEMENT		18,644.75	20,259.68	21,033.48	161,727.77	162,625.00	(1,397.23)	195,150.00		(33,922.23)
					1,050,860.02	1,216,304.19	(165,944.17)	1,472,340.36	-	(421,980.34)
WATER		91,056.96	79,380.54	78,499.78	765,403.50	747,302.00	18,101.50	896,762.40		(119,433.27)
SEWER		58,085.27	49,346.39	44,180.50	535,970.62	469,505.00	66,465.62	563,406.00		(27,435.38)
GARBAGE		18,063.17	18,106.88	18,388.69	181,789.13	180,000.00	1,789.13	216,000.00		(34,210.87)
					1,483,163.25	1,396,807.00	86,356.25	1,676,168.40	-	(181,079.52)
TOTAL REVENUE		284,827.70	249,925.47	240,335.18	2,534,023.27	2,613,111.19	(79,587.92)	3,148,508.76	-	(603,059.86)
ADMINISTRATION		34,562.17	27,116.10	16,985.36	207,330.22	159,410.83	(47,594.39)	191,293.00		15,712.22
BUILDING		3,569.19	414.41	4,965.41	28,079.27	39,916.67	11,837.40	47,900.00		(19,820.73)
LAW ENFORCEMENT		40,360.21	24,716.66	22,673.81	284,124.68	315,807.50	32,234.23	378,969.00		(95,395.73)
PARKS		19,549.78	8,426.59	7,152.70	102,097.63	132,664.17	39,313.96	159,197.00		(65,846.79)
STREETS		24,675.77	38,269.19	8,363.23	169,701.21	140,346.67	10,010.59	168,416.00		38,079.92
STREET CAPITAL IMPROVEMENT		-	-	7,900.00	7,900.00	173,945.42	166,045.42	208,734.50		(197,834.50)
BRIDGE		-	-	-	-	41,916.67	41,916.67	50,300.00		(50,300.00)
SIDEWALK		18,342.00	-	8,400.00	27,210.15	29,833.33	2,623.18	35,800.00		(8,589.85)
SPACE2CREATE		-	-	-	-	162,666.67	162,666.67	195,200.00		(195,200.00)
CONSERVATION TRUST FUND		300.00	-	300.00	600.00	7,506.67	6,906.67	9,008.00		(8,408.00)
CAPITAL IMPROVEMENT		67,975.69	15,859.56	4,139.32	176,199.44	165,625.00	(10,574.44)	198,750.00		(22,550.56)
					1,003,242.60	1,369,639.58	415,385.94	1,643,567.50	-	(610,154.02)
WATER		55,980.81	42,493.48	39,353.49	613,273.84	747,302.00	141,681.17	896,762.40		(271,141.57)
SEWER		13,369.28	18,627.72	99,272.75	361,686.28	469,505.00	107,818.72	563,406.00		(201,719.72)
GARBAGE		22,836.63	14,600.24	17,397.31	168,688.15	203,150.00	34,461.85	243,780.00		(75,091.85)
					1,143,648.27	1,419,957.00	283,961.74	1,703,948.40	-	(547,953.14)
TOTAL EXPENDITURES		301,521.53	190,523.95	236,903.38	2,146,890.87	2,789,596.58	699,347.68	3,347,515.90	-	(1,158,107.16)
ADMINISTRATION		(16,961.99)	(23,616.06)	(14,832.55)	(16,137.27)	10,860.05	68,516.45	(4,000.00)		(11,812.27)
BUILDING		(1,721.09)	1,914.74	(1,228.96)	(4,638.07)	-	(28,312.86)	-		(4,638.07)
LAW ENFORCEMENT		(23,346.53)	10,581.73	15,394.08	7,489.34	(24,839.50)	(31,588.21)	-		8,040.75
PARKS		13,000.47	(2,828.83)	(7,102.70)	9,525.95	-	(60,354.54)	-		18,273.37
STREETS		(1,370.52)	(11,094.73)	18,963.65	(14,289.19)	-	5,054.77	-		(51,083.90)
STREET CAPITAL IMPROVEMENT		3,983.61	4,231.55	(3,740.08)	32,287.48	(136,355.95)	(163,447.40)	(163,627.14)		192,914.62
BRIDGE		90.34	113.97	147.42	44,138.90	-	(39,694.43)	-		44,138.90
GENERAL FUND		(26,325.71)	(20,697.63)	7,600.86	58,377.14	(150,335.40)	(249,826.24)	(167,627.14)		195,833.40
SIDEWALK		(15,757.53)	2,589.20	(5,810.71)	(1,345.96)	-	(6,592.33)	-		(1,345.96)
SPACE2CREATE		1.67	1.62	1.67	37.79	-	(325,295.54)	-		37.79
CONSERVATION TRUST FUND		(300.00)	1,995.84	(299.60)	5,020.12	-	(8,793.21)	-		5,020.12
CAPITAL IMPROVEMENT		(49,330.94)	4,400.12	16,894.16	(14,471.67)	(3,000.00)	9,177.21	(3,600.00)		(11,371.67)
					47,617.42	(153,335.40)	(581,330.11)	(171,227.14)	-	188,173.68
WATER		35,076.15	36,887.06	39,146.29	152,129.66	-	(123,579.67)	-		151,708.30
SEWER		44,715.99	30,718.67	(55,092.25)	174,284.34	-	(41,353.10)	-		174,284.34
GARBAGE		(4,773.46)	3,506.64	991.38	13,100.98	(23,150.00)	(32,672.72)	(27,780.00)		40,880.98
ENTERPRISE FUND		75,018.68	71,112.37	(14,954.58)	339,514.98	(23,150.00)	(197,605.49)	(27,780.00)		366,873.62
NET		(16,693.83)	59,401.52	3,431.80	387,132.40	(176,485.40)	(778,935.60)	(199,007.14)		555,047.30

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:

November 18, 2020

FSBC OPS DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC OPS BALANCE		255,442.34
ACCOUNTS PAYABLE	10/09/20-10/23/20	(138,941.99)
TRANSFER TO SUMMIT	APPROVED 09/22/20	(50,000.00)
CHASE CREDIT CARD	11/23/2020	
TRANSFER TO PAYROLL	11/20/2020	(28,092.24)
PAYROLL TAXES	11/20/2020	(27,095.72)
BALANCE AFTER PAYMENT		11,312.30

1

FSBC SUMMIT/PAYROLL DISBURSEMENT SUMMARY		
DESCRIPTION	DATES	AMOUNT
CURRENT FSBC SUMMIT BALANCE		334,968.69
TRANSFER FROM OPS		50,000.00
CURRENT FSBC PAYROLL BALANCE		25.00
TRANSFER FROM OPS		28,092.24
PAYROLL (DIRECT DEPOSIT)	11/20/2020	(28,092.24)
BALANCE AFTER PAYMENT		384,993.69

1

FSBC INTERNAL GRANT BALANCE		
BALANCE		33,521.84
TRANSFER TO COLOTRUST	APPROVED 06/23/20-APPROVED 10/27/20	(451.96)
TRANSFER TO COLOTRUST	S.LOAN RESERVE-APPROVED 05/26/20+10/27/20	(33,041.88)
CD TOTAL		25.00

3

4

FSBC LOC BALANCE		
FSBC CD#1 @ 2.00%	GENERAL	255,051.53
FSBC CD#2 @ 0.55%	GENERAL-COLLATERAL FOR LOC	201,949.97
UBB CD#3 @0.35	SEWER LOAN RESERVES	140,314.88
TRANSFER FROM INT.GRANT	APPROVED 10/27/20	454.96
TRANSFER FROM INT GRANT	APPROVED 10/27/20	33,041.88
TRANSFER FROM COLOTRUST	APPROVED 10/27/20	106,818.04
CD TOTAL		457,001.50
LOC(\$200,000) RENEWED 7/2020-9/2020	RENEWAL IN PROCESS FOR 9/2020-9/2021	
BALANCE AVAILABLE SECURING LOC		457,001.50

3

4

5

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

5

GRANT FUNDS IN PROCESS		
DOLA	GRAY&BLACK-MARIJUANA ENFORCEMENT	8,474.00
COLORADO GRAND	EHS CENTER	10,000.00
DOLA	ASSET INVENTORY	15,687.32
DOLA (ADMIN)	SYSTEM ANALYSIS	2,074.37
CDOT	REVITALIZING MAIN STREET	6,931.09
CVRG	COVID REIMBURSEMENT	36,270.94
GOCO	PARK PLANNING	5,128.50
TOTAL REQUESTED		17,761.69

R

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R

Q

Q

P

R=RECEIVED Q=REQUESTED P=IN PROCESS

	BANK BALANCES			DESCRIPTION
	FSBC	COLOTRUST	TOTAL	
AS OF: 11/19/2020				
GENERAL		532,033.52		COMBINED FUNDS
SEWER RESTRICTED		530,124.09		PROPERTY SALE-RESTRICTED
DEBT RESERVE		106,818.04		AMKO BOND REQUIRED RESERVE
BRIDGE RESERVE		588,306.71		BRIDGE RESERVE
CONS.TRUST	3,122.59			RESTRICTED TO PARK USE ONLY
GRANT PASS THRU	25.00			PLACE HOLDER-COMBINED FUNDS
INT GRANT	33,521.84			MOVING TO CD-AMKO BOND RESERVE
OPS	231,343.85			COMBINED FUNDS
PARK CONTRIBUTIONS	37,490.27			SPECIFIC PARK PROJECTS
PAYROLL	25.00			PLACE HOLDER-COMBINED FUNDS
SPACE-TO-CREATE	13,161.95			SPACE TO CREATE ONLY
SUMMIT	334,968.69			COMBINED FUNDS
WWTP	58,312.42			OLD SEWER REHAB ONLY
CD#2-402	201,949.97			COMBINED FUNDS-LOC COLLATERAL
CD#3-2578	255,051.53			COMBINED FUNDS
	1,168,973.11	1,757,282.36	2,926,255.47	

	CASH POSITION			DESCRIPTION
	COMBINED	RESTRICTED	TOTAL	
AS OF: 11/19/2020				
GENERAL	532,033.52			
SEWER RESTRICTED		530,124.09		RESTRICTED TO SEWER CAPITAL PROJECT
DEBT RESERVE		106,818.04		RESTRICTED LOAN REQUIREMENT
BRIDGE RESERVE		588,306.71		RESTRICTED TO BRIDGE REPAIRS
CONS.TRUST		3,122.59		RESTRICTED TO PARK CAPITAL PROJECT
GRANT PASS THRU	25.00			
INT GRANT		33,521.84		RESTRICTED LOAN REQUIREMENT
OPS	231,343.85			
PARK CONTRIBUTIONS		37,490.27		SPECIFIC PARK PROJECTS AS DONATED
PAYROLL	25.00			
SPACE-TO-CREATE		13,161.95		SPACE TO CREATE ONLY
SUMMIT	334,968.69			
WWTP		58,312.42		OLD SEWER REHAB ONLY
CD#2-402	201,949.97			
CD#3-2578	255,051.53			
	1,555,397.56	1,370,857.91	2,926,255.47	

Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
11/24/2020	1156	Berg Harvest LLC	COVID 2020	5,000.00	.00	.00	5,000.00			CVRF FUNDS
11/24/2020	987	Black Hills Energy	11-2020	952.40	.00	.00	952.40			UTILITIES
11/24/2020	901	Blue Sage Center	COVID 2020	2,500.00	.00	.00	2,500.00			CVRF FUNDS
11/24/2020	1141	BO JAMES NERLI	31963	988.00	.00	.00	988.00			ATTORNEY
11/24/2020	1159	Brain Reintegratio	COVID 2020	2,475.00	.00	.00	2,475.00			CVRF FUNDS
11/24/2020	1126	Brown Hill Enginee	226	1,710.00	.00	.00	1,710.00			WATER SCADA SYSTEM
11/24/2020	914	C&N Construction,	1375	2,555.00	.00	.00	2,555.00			2ND & GRAND
11/24/2020	914	C&N Construction,	1376	12,398.50	.00	.00	12,398.50			SIDEWALKS
11/24/2020	1048	Colorado Code Co	13623	1,459.00	.00	.00	1,459.00			OCT BUILDING INSPECTOR SERVICES
11/24/2020	1109	Cross-Connection	850939	440.00	.00	.00	440.00			BACKFLOW CERTIFICATON
11/24/2020	1109	Cross-Connection	850940	355.00	.00	.00	355.00			BACKFLOW CERTIFICATON
11/24/2020	1151	Curiel LLC	COVID 2020	5,000.00	.00	.00	5,000.00			CVRF FUNDS
11/24/2020	43	Delta Montrose Ele	11-2020-P	1,474.52	.00	.00	1,474.52			UTILITIES-PARKS
11/24/2020	43	Delta Montrose Ele	11-2020-S	2,158.05	.00	.00	2,158.05			UTILITIES-SEWER
11/24/2020	48	Don's Market	01-1031874	38.91	.00	.00	38.91			MEETING SUPPLIES
11/24/2020	368	Double J Disposal	43408	96.00	.00	.00	96.00			1MG PORTA POTTY
11/24/2020	986	Elevate Fiber	66210_2717	354.78	.00	.00	354.78			TELEPHONE & INTERNET
11/24/2020	546	EmTech Inc.	9131	3,921.49	.00	.00	3,921.49			WATER PLANT PUMP REPAIR
11/24/2020	546	EmTech Inc.	9136	5,157.25	.00	.00	5,157.25			SEWER PUMP REPAIR
11/24/2020	888	Filter Tech System	8848	259.08	.00	.00	259.08			WATER PLANT REPAIR
11/24/2020	1160	Friends of the Para	COVID 2020	2,500.00	.00	.00	2,500.00			CVRF FUNDS
11/24/2020	560	Honnen Equipmen	1219740	2,552.27	.00	.00	2,552.27			TRACKHOE REPAIR
11/24/2020	719	Ira Houseweart Me	1023	2,000.00	.00	.00	2,000.00			SIGNAGE-CDOT GRANT
11/24/2020	1136	Jennmar Services	842044	855.36	.00	.00	855.36			GENERAL LABORER
11/24/2020	1136	Jennmar Services	842805	1,069.20	.00	.00	1,069.20			GENERAL LABORER
11/24/2020	594	Louis Pizza	COVID 2020	5,000.00	.00	.00	5,000.00			CVRF FUNDS
11/24/2020	645	Mail Services, LLC	1759728	394.97	.00	.00	394.97			BLUE POST CARDS
11/24/2020	1161	Mountain Oven LL	COVID 2020	1,000.00	.00	.00	1,000.00			CVRF FUNDS
11/24/2020	1150	NIDO/Taco Bliss	COVID 2020	2,250.00	.00	.00	2,250.00			CVRF FUNDS
11/24/2020	1158	Paonia Foodhouse	COVID 2020	1,500.00	.00	.00	1,500.00			CVRF FUNDS
11/24/2020	1152	Paonia Laundry	COVID 2020	1,550.00	.00	.00	1,550.00			CVRF FUNDS
11/24/2020	604	Pickin Productions	COVID 2020	2,500.00	.00	.00	2,500.00			CVRF FUNDS
11/14/2020	1042	ProSpace Interiors	202042	1,667.03	.00	.00	1,667.03			PD DESK UNIT
11/24/2020	1157	Prosperity & Healt	COVID 2020	2,700.00	.00	.00	2,700.00			CVRF FUNDS
11/24/2020	145	Robert's Enterprise	110120-1231	100.00	.00	.00	100.00			TRASH SERVICE
11/24/2020	931	Roop Excavating L	1008	8,475.00	.00	.00	8,475.00			2ND & GRAND
11/24/2020	656	Schmueser Gordo	2013-471.00	7,763.00	.00	.00	7,763.00			GIS MAPPING/ASSET INV
11/24/2020	1149	Seven Trees	COVID 2020	1,350.00	.00	.00	1,350.00			CVRF FUNDS
11/24/2020	152	Southwestern Syst	202793	1,053.00	.00	.00	1,053.00			SEWER PLUG
11/24/2020	152	Southwestern Syst	202794	820.25	.00	.00	820.25			WATER LEAK
11/24/2020	152	Southwestern Syst	202795	473.00	.00	.00	473.00			SEWER PLUG
11/24/2020	1153	Stacey Laiminger,	COVID 2020	5,000.00	.00	.00	5,000.00			CVRF FUNDS
11/24/2020	156	TDS Telecom	11-2020	317.31	.00	.00	317.31			TELEPHONE & INTERNET
11/24/2020	1154	The Cirque Boutiq	COVID 2020	3,000.00	.00	.00	3,000.00			CVRF FUNDS
11/24/2020	1155	The Living Farm, L	COVID 2020	5,000.00	.00	.00	5,000.00			CVRF FUNDS
11/24/2020	871	Thomas Waldo's	COVID 2020	5,000.00	.00	.00	5,000.00			CVRF FUNDS
11/24/2020	162	United Companies	1376583	12,384.00	.00	.00	12,384.00			2ND & GRAND
11/24/2020	162	United Companies	1376694	610.09	.00	.00	610.09			2ND & GRAND
11/24/2020	162	United Companies	1376843	1,732.10	.00	.00	1,732.10			2ND & GRAND
11/24/2020	162	United Companies	1377047	1,033.43	.00	.00	1,033.43			2ND & GRAND
11/24/2020	162	United Companies	1377268	2,888.50	.00	.00	2,888.50			2ND & GRAND
11/24/2020	162	United Companies	1377537	1,250.80	.00	.00	1,250.80			2ND & GRAND
11/24/2020	162	United Companies	1378663	136.78	.00	.00	136.78			2ND & GRAND
11/24/2020	846	Weavers Small En	7828	44.98	.00	.00	44.98			SAW REPAIR
11/24/2020	171	Weekender Sports,	0061658	4.00	.00	.00	4.00			CHAIN SAW REPAIR
11/24/2020	171	Weekender Sports,	38961	1,884.98	.00	.00	1,884.98			RANGER REPAIR

Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
11/24/2020	171	Weekender Sports,	38965	76.50	.00	.00	76.50	✓		RANGER REPAIR
11/24/2020	491	Winwater Corp	056525-02	719.44	.00	.00	719.44	✓		2ND & GRAND
11/24/2020	491	Winwater Corp	056783-01	993.02	.00	.00	993.02	✓		WATER LEAK
Grand Totals:			59	138,941.99	.00	.00	138,941.99			

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
11/14/2020	1,667.03	.00	.00	1,667.03	1,667.03
11/24/2020	137,274.96	.00	.00	137,274.96	138,941.99
Grand Totals:	138,941.99	.00	.00	138,941.99	

Employee Number	Name	85-00 Net Pay Emp Amt
1053	Beardlee, Dominic D	1,075.91
1024	Berger, Brian J	1,019.59
1052	Edwards, Roger	1,018.59
1002	Ferguson, J. Corinne	4,568.59
1020	Ferguson, Neil	1,967.39
1022	Hinyard, Patrick	1,209.51
1012	Huffman, Julie J	484.84
1001	Jones, Cynthia	3,633.74
1005	Katzer, JoAnn	924.75
1050	Loberg, Travis	5,355.68
1055	McCallister, Johnathan M	1,353.96
1003	Mojarro-Lopez, Amanda	1,529.87
1023	Patterson, Taffine A	693.55
1054	Redden, Jordan	932.32
1051	Reich, Dennis	1,000.10
1021	Winnett, Lorin E	1,323.85
Grand Totals:		16 28,092.24



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		11/13/2020	74-00	Federal Tax Deposit Social Security	10-0216	1,749.97
2	IRS Tax Deposit		11/13/2020	74-00	Federal Tax Deposit Social Security	10-0216	1,749.97
2	IRS Tax Deposit		11/13/2020	75-00	Federal Tax Deposit Medicare Pay P	10-0216	525.43
2	IRS Tax Deposit		11/13/2020	75-00	Federal Tax Deposit Medicare Pay P	10-0216	525.43
2	IRS Tax Deposit		11/13/2020	76-00	Federal Tax Deposit Federal Withhold	10-0216	2,786.88
Total 2:							7,337.68
4							
4	Aflac		10/30/2020	63-01	Aflac Pre-Tax Pay Period: 10/30/2020	10-0225	120.18
4	Aflac		10/30/2020	63-02	Aflac After Tax Pay Period: 10/30/202	10-0225	24.90
4	Aflac		11/13/2020	63-01	Aflac Pre-Tax Pay Period: 11/13/2020	10-0225	120.18
4	Aflac		11/13/2020	63-02	Aflac After Tax Pay Period: 11/13/202	10-0225	24.90
Total 4:							290.16
6							
6	Colorado Dept of Labor		10/02/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	79.57
6	Colorado Dept of Labor		10/16/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	82.58
6	Colorado Dept of Labor		10/30/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	80.42
6	Colorado Dept of Labor		11/13/2020	98-00	SUTA State Unemployment Tax Pay	10-0218	112.99
Total 6:							355.56
8							
8	Colorado Dept. of Revenue		11/13/2020	70-02	Hart Customer CO Acct# 24278518 G	10-0227	265.85
8	Colorado Dept. of Revenue		11/13/2020	70-02	Reverse	10-0227	265.85-
Total 8:							.00
9							
9	Colorado Dept of Revenue		10/30/2020	77-00	State Withholding Tax Pay Period: 10/	10-0217	817.00
9	Colorado Dept of Revenue		11/13/2020	77-00	State Withholding Tax Pay Period: 11/	10-0217	1,196.00
Total 9:							2,013.00
31							
31	Mutual of Omaha		11/13/2020	51-01	Group# MOORetirement Plan Pay P	10-0220	397.36
31	Mutual of Omaha		11/13/2020	51-01	Group# MOORetirement Plan Pay P	10-0220	1,416.92
31	Mutual of Omaha		11/13/2020	51-02	Group# MOO Loan Payment Pay Pe	10-0220	241.04
Total 31:							2,055.32
33							
33	FPPA - Fire & Police Pensi		11/13/2020	50-00	FPPA Pay Period: 11/13/2020	10-0219	874.94
33	FPPA - Fire & Police Pensi		11/13/2020	50-00	FPPA Pay Period: 11/13/2020	10-0219	636.32
33	FPPA - Fire & Police Pensi		11/13/2020	90-00	Death & Disability Pay Period: 11/13/	10-0219	222.71
Total 33:							1,733.97

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Transmittal Number	Name	Invoice Number	Pay Per Date	Pay Code	Description	GL Account	Amount
70	70 Rocky Mountain HMO		10/30/2020	60-01	RMHMO - Employee Only Pay Period	10-0223	252.84
	70 Rocky Mountain HMO		10/30/2020	60-01	RMHMO - Employee Only Pay Period	10-0223	4,158.60
	70 Rocky Mountain HMO		10/30/2020	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	104.00
	70 Rocky Mountain HMO		10/30/2020	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	565.83
	70 Rocky Mountain HMO		10/30/2020	60-03	RMHMO - Employee + Family Pay Pe	10-0223	405.59
	70 Rocky Mountain HMO		10/30/2020	60-03	RMHMO - Employee + Family Pay Pe	10-0223	4,156.59
	70 Rocky Mountain HMO		10/30/2020	60-04	RMHMO - Vision Pay Period: 10/30/2	10-0223	48.83
	70 Rocky Mountain HMO		10/30/2020	60-07	RMHMO - Employee + Spouse Pay P	10-0223	163.98
	70 Rocky Mountain HMO		10/30/2020	60-07	RMHMO - Employee + Spouse Pay P	10-0223	722.02
	70 Rocky Mountain HMO		11/13/2020	60-01	RMHMO - Employee Only Pay Period	10-0223	252.84
	70 Rocky Mountain HMO		11/13/2020	60-02	RMHMO - Employee + 1 Pay Period:	10-0223	104.00
	70 Rocky Mountain HMO		11/13/2020	60-03	RMHMO - Employee + Family Pay Pe	10-0223	405.59
	70 Rocky Mountain HMO		11/13/2020	60-04	RMHMO - Vision Pay Period: 11/13/2	10-0223	48.85
	70 Rocky Mountain HMO		11/13/2020	60-07	RMHMO - Employee + Spouse Pay P	10-0223	163.98
	70 Rocky Mountain HMO		11/13/2020	60-07	Adjst for Oct-J.McCallister	10-0223	676.15
Total 70:							12,229.69
71	71 The Harford		10/30/2020	65-01	Group#013307460001 Hartford Basic	10-0226	27.56
	71 The Harford		10/30/2020	65-02	Group#013307460001 Hartford Suppl	10-0226	31.80
	71 The Harford		10/30/2020	65-03	Group#013307460001 Hartford Disab	10-0226	110.80
	71 The Harford		11/13/2020	65-02	Group#013307460001 Hartford Suppl	10-0226	31.81
	71 The Harford		11/13/2020	65-02	Adj for JKatzer	10-0226	2.13-
Total 71:							199.84
73	73 Delta Dental of Colorado		10/30/2020	60-05	Dental RMHMO - Dental Pay Period:	10-0223	326.54
	73 Delta Dental of Colorado		11/13/2020	60-05	Dental RMHMO - Dental Pay Period:	10-0223	326.62
	73 Delta Dental of Colorado		11/13/2020	60-05	Adjust for Rate change & JMcCallister	01-0223	55.85
Total 73:							709.01
74	74		11/13/2020	70-02	D.Beardslee Case#20C30193	10-0227	265.85
Total 74:							265.85
75	75 VSP Insurance CO (CT)		10/30/2020	60-04	RMHMO - Vision Pay Period: 10/30/2	10-0223	71.07
	75 VSP Insurance CO (CT)		11/13/2020	60-04	RMHMO - Vision Pay Period: 11/13/2	10-0223	71.08
	75 VSP Insurance CO (CT)		11/13/2020	60-04	Adjust		119.05
Total 75:							261.20
Grand Totals:							27,451.28

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7,337.68+
 290.16+
 2,013.00+
 2,055.32+
 1,733.97+
 12,229.69+
 199.84+
 709.01+
 265.85+
 261.20+

27,095.72*

AGENDA SUMMARY FORM



2021 Budget Public Hearing

Summary:

Included is the link to ClearGov 2021 draft budget through the Town of Paonia website! Attached is the transmittal letter and spreadsheets to assist as we all learn a new system for review of financial documents through the ClearGov model. The hearing gives the community an opportunity to weigh in on the finalized budget roadmap for 2021 before final approval at the December 15th Board meeting.

Notes:

LINK TO 2021 BUDGET BOOK:

<https://townofpaonia.colorado.gov/government/town-business/paonia-budget-financial-information>

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

November 6, 2020

Honorable Mayor and Members of the Board of Trustees:

In accordance with the Town of Paonia's policies, we, Cindy Jones, Corinne Ferguson, Travis Loberg, Neil Ferguson, and Ross King (Treasurer) present to you the proposed 2021 Budget for the Town of Paonia.

This budget message provides readers with an overview of the regular municipal government services provided and the projects to be completed in the coming year and how this work is paid for. The narrative tells the story behind the numbers by describing goals, priorities, underlying assumptions, and other factors considered in determining how the Town's available resources will be spent. Information is provided to better understand the schedules and supplemental information that comprise the annual budget package.

The Town Council formally adopts a budget and appropriates money to run the Town of Paonia each year. By state law the governing body must adopt a budget before the end of the year and submit a mill levy to the Board of County Commissioners. The Council reviewed the budget on November 10, 2020 and a public hearing on the proposed budget was held during the regular Town Council meeting on November 24, 2020.

Budget work sessions have included discussions of staffing levels, compensation issues, fees for services, operating and capital expenditures, sales tax growth assumptions, priorities of the community and capital projects. The area where council exercises the most significant degree of flexibility and discretion is in one-time spending for capital purchases and special projects. However, it is important to note that many projects require years of planning and may have already had funds committed for design and/or matching grant funds. A list of all capital projects is included in the budget report. The list includes those items that will be classified as fixed assets as well as those allowable expenditures for maintenance of assets.

Should readers seek additional information not included in the budget package, it may be requested from the Finance Director at Town Hall.

BUDGET ASSUMPTIONS AND CHANGES FROM PREVIOUS YEARS

The budget is based on historic trends and assumptions about the future. With very few exceptions, we do not know today which vendors will be paid how much for what particular product or service during 2021. We look back at recent experience and use that data, along with indicators for the future, to estimate costs for many different supplies, utilities, contracted services, repairs and maintenance, etc. Likewise, the revenue budget is based on limited known data and projections for many unknowns.

GENERAL FUND 2021 BUDGET HIGHLIGHTS

ORGANIZATION, STAFFING AND BENEFITS

While we work toward the Board of Trustees 2021 staffing goals, it is important to keep expectations realistic relative to the resources available. An updated salary study was conducted again for 2021 as was done in 2020 using CML data. Ranges were updated by the finance committee (Dave Knutson and Karen Budinger). All Salaries are now within the ranges provided.

The Town changed providers in November 2018 from MetLife to The Hartford for Life Insurance benefits and added Short-Term Disability December 2019. These will continue with the same provider for 2021. Health insurance is provided through Rocky Mountain Health Plans at 90% for employees (except Town Administrator at 95%) and on a tier basis for dependents and family plans. Dental Insurance is provided through Delta Dental through 2021. Vision Insurance is provided through VSP which was changed at renewal in August 2020 from United.

HIRE AN ASSISTANT CLERK

The Town will continue the process of updating the Master Plan. At over twenty years old, the current plan no longer effectively leads governmental decisions nor is it acceptable to many of the organizations that provide grant funding. The process of updating the plan requires the compilation of data collected for other purposes as well as public input and meetings. The hiring of an assistant to continue to perform the day-to-day functions, compilation of data, record keeping, and moderating of public meetings will allow the process to move forward. Staff envisions the update of the plan being done in stages with one or two chapters being worked on at any one time. While this will extend the time period to have a fully updated plan in place; it will allow for the most important chapters to be updated first and allow for staff to prioritize chapters, should it become necessary to meet the needs for certain grant funding. Additionally, other grant opportunities will be explored, investigated, and written in order to expedite funding for upcoming projects and Town needs.

ATTORNEY, BO JAMES NERLIN PC

As of 2021 the Town has a contract with Attorney Bo James Nerlin for legal service as a set price of \$50,000.00 per year to be divided into twelve (12) monthly payments.

ASSET INVENTORY ANALYSIS GRANT

In November 2019, the Town issued an RFP for an Asset Inventory and SGM won the bid. The Town received a grant funding from DOLA (tier 1) to fund an Asset Inventory Analysis, of all town assets, to determine expected life to develop a short- and long-term Capital Asset Replacement Plan. Matching funds have been allocated from all departments. Completion date is expected by January 2021. The balance due has been carried forward in reserves.

SIGN PROJECT IN COLLABORATION WITH THE NORTH FORK CREATIVE COALITION

- The Town in conjunction with participating agencies are expecting the Sign Project to continue through 2021.

TOWN BUILDING CODE

In 2016, a Building Inspector was hired to handle Building and Fire code issues as well as issuing building permits. In 2017, revenue for Building Permits and Inspections were significantly more than prior years due to having a Building Inspector. In 2018, the search began for a new Building Inspector. Dan Reardon was contracted from the City of Delta to help out the Town in December 2017. He then became a part-time employee of the Town in February 2018. In March 2018 Mr. Reardon went to work for Colorado Code Consulting, LLC. The Town signed a contract for Building Inspector services with Colorado Code Consulting, LLC. In October 2018, the Town approved continuing with Colorado Code Consulting, LLC and Mr. Reardon. It was also requested that Building Code and Fees be reviewed. In 2019, Colorado Code Consulting, LLC (Mr. Reardon) began the tedious process of updating the Building Code and is in the review stage, expected completion was early 2020. Staff was also instructed to review Permit fees to ensure that the Building department is funding itself. This process is expected to continue into 2021.

PUBLIC SAFETY

- **BACK THE BADGE COUNTY INITIATIVE**

In November 2019, the county voted on a ballot question, known as Back the Badge, requesting a 1% county sales tax increase to go directly to Law Enforcement Agencies in Delta County. This initiative failed but was on the 2020 ballot asking for .8% county sales tax increase which will again go directly

to the Law Enforcement Agencies in Delta County. This measure passed and the estimated revenue of \$162,000 has been added to this budget and allocated to hiring an additional officer including gear, wage increases for each of the current officers, allocation of administrative time, and updated equipment and computers. The donations amount for The Center for Mental Health and The Dolphin House were also increased.

- TRAINING GRANTS

Police Officer's Standards and Training (POST) provides police departments reimbursable funding for training of their officers. They cover the training costs, lodging, and travel and meals. Until 2020, they also reimbursed for training ammo. This budget allows for \$200.00 per officer for non-reimbursed training and \$900.00 per officer for reimbursed training.

- VICTIMS ADVOCATE

The Victims Advocate (VA) agreement is between the municipalities of Cedaredge, Hotchkiss, and Paonia. The victim services subcontractors service the Cedaredge Police Department, Hotchkiss Marshal Office and the Paonia Police Department along with Delta County Coroners.

The purpose is to provide the municipalities with a consistent approach to victim advocacy by providing two part-time advocates who will respond to the needs of domestic violence/sexual assault/death notification and other victim related crimes. A VALE grant of \$18,512.00 was obtained to cover the majority of costs associated with this program, in 2019. A VALE grant was also obtained for 2021 in the amount of \$8,500.00. The Town provided cell phones for the advocates in 2019, 2020 and will continue in 2021. In addition, \$2,500.00 was allocated to cover the expenses not covered by the VALE grant.

- SCHOOL RESOURCE OFFICER (SRO)

The purpose of the School Resource Officer (SRO) is to formalize the relationship between the Town and the Delta County School District. The intent is to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of Paonia and surrounding area. The goals aim toward providing a safe learning environment for students, a safe working environment for educational staff, and preventing and reducing offenses committed by juveniles and young adults. This program started in 2019 and continued into 2020 with the School District providing \$20,000 to help obtain this goal. The budget includes only a 1/2 year for 2021 totaling \$10,000.00.

- TASER / BODY CAMERA PLAN

In 2017, the Town contracted with Taser International, now known as AXON Enterprise Inc., for a five (5) year Taser plan. The plan is for four (4) Tasers. The benefits include maintenance, batteries and cartridges. Additional Tasers can be purchased and added to the plan.

In 2019 the Town contracted with AXON Enterprise Inc. for a five (5) year Flex Two Replacement Plan. The plan will be for five (5) Body Cameras and will include maintenance, upgraded cameras annually, docking stations, and 1000 GB of offsite data storage with set purge dates.

- PUBLIC DEFENDER

A new program at the Office of the Alternate Defense Counsel, that ensures indigent defendants charged with municipal ordinance violations are represented by constitutionally effective counsel, launched in January 2020. Municipal Courts in Colorado are responsible for providing court-appointed counsel to indigent defendants as the statewide public defender's office and the Office of the Alternate Defense Counsel are only able to provide counsel on the state court level. Due to this new program, the Town has been advised to budget \$2,500.00 toward this program.

PARKS

- ARBOR DAY & TREE CITY USA (Started in 2018 and will continue with this 2021 Budget)

Arbor Day participation is a requirement for Tree City USA Designation. The Tree City designation is a necessary function for multiple grant and funding opportunities for parks and Town-owned property. Participation in Arbor Day must include the planting of a tree in a public space, and an additional requirement for Tree City USA designation is a \$2 contribution per capita.

- TREE BOARD

Per Article 7 of the Municipal Code the Tree Board holds the responsibility of maintaining both the Arbor Day tradition as well as the annual updating for Tree City designation. Funds are allocated to help support advertisement and celebration costs associated.

- POULOS PARK UPGRADE: Started with a \$10,000 grant from AARP in 2019. In 2020 through public donations the town purchased the conversation bench dedicated to Ed Marston and provided infrastructure improvements to the small pocket park to encourage activities in the park and to direct visitors to recreational activities around the Town.

- PARK, RECREATION, AND TRAILS PLANNING GRANT \$57,000 from Great Outdoors Colorado was awarded for 2020, after not receiving funding in 2019. The plan includes a Town match of \$10,000. The Town of Paonia needs a written plan to guide development and upgrades to town parks and trails. The Plan will position the Town with a shared vision and goals and define implementation steps and resources to coordinate and connect enhancements to existing parks and open spaces. This plan will then be included in the updated Master Plan in 2021.
- COLORADO GRAND GRANT of \$15,000 was received in December 2019. It will be used for the Ellen Hanson Smith Center for interior upgrades. An RFP was issued in August 2020 and will continue until a contractor is selected.
- COST SHARE PROJECT with the school district to improve the football field and uprights was planned for 2020 but was not completed and will continue into 2021.
- OTHER FUNDED PROJECTS IN PARKS are as follows:
 - Poulos Park – SOD, sprinkler system, landscaping and planting.
 - Town Park – re seeding and fertilizing, new tree planting.
 - Applevalley Park – complete the trail, tree planting and hill stabilization.

Started in 2020:

The Miner Memorial Wall is substantially complete, the second round of plaques were added, however there are some spaces still available.

Improvement to the Peony Beds and the Baseball field

Hill stabilization in Apple Valley Park

Complete walking path at Apple Valley Park

Install Curbing at Lee's Park (required by CIRSA)

Projects planned for 2021:

Tree Trimming

Playground shelter

Lee's Park irrigation sprinkler system

Lee's Park fencing

STREET, BRIDGE, ALLEYS, STORM DRAINS & STREET CAPITAL IMPROVEMENTS

The Town of Paonia has limited resources in the General Fund, which Streets & Alleys are funded. In 2019, Staff recommended the creation of an Impact Fee for the Town's 'public' utilities, similar to the Franchise Fee the Town charges 'private' utilities for the use of the Town's Rights-of-Way. Staff recommended an Impact Fee of 3% to be paid out of existing enterprise fund revenues. Each Enterprise fund - Water, Wastewater, and Sanitation - would be charged the Impact Fee for use and impact of the Town's Streets and Alleys. This will continue in 2021. In addition, the Marijuana initiative passed, and an estimated revenue amount has been added to the Street Capital Fund of \$25,000.00 to cover expected fees for processing applications.

These funds were allocated to the following projects in 2020: Installation of storm drains at 2nd and Grand; Concrete 2nd and Grand intersection; 3rd and Grand intersection; and in 2021 the reconstruction of approximately 185 to 370 feet of roadway.

Additional projects planned for 2021 include:

The replacement of existing (2) Storm Drain manholes estimated cost of \$55,000.00.

Resurfacing the Samuel Wade Bridge estimated cost of \$50,000.00.

SPECIALTY FUND 2021 BUDGET HIGHLIGHTS

SIDEWALK FUND

In 2013, voters approved a \$3.00 per month fee, with a sunset provision for December 2024, to be dedicated to the repair and replacement of existing sidewalks. In 2014 the \$3.00 fee was implemented collecting a total of \$29,046. In 2015, CN&N was issued the Contract to begin sidewalk repairs, total

expenditure was \$40,299. In 2016, CN&N was also issued the Contract for sidewalk repairs. In 2017, due to the depletion of the Sidewalk Fund, expenditures were limited to 'emergency' repairs which were performed by CN&N totaling \$11,530. Due to the increased costs in mobilization, staff has recommended that starting in 2018, sidewalk projects are conducted every other year to allow for the fund to be replenished and allow for more substantial work. Therefore, expenditures were limited to 'emergency' repairs for 2019, which included three (3) sections of sidewalk. In 2020, more substantial sidewalk repairs were complete on Box Elder, 3rd Street, 4th Street, 3rd & Delta, 3rd and Grand, under the planters on Grand. In 2021 expenditures will be limited to 'emergency' repairs and sidewalk grants. There is also an amount budgeted for expenditures for possible tree removal after receiving the survey from the Forest Service.

PASS THROUGH GRANTS

Possible pass through Grants for 2021 will include the Skate Park and Lone Cabin & Turner Ditch Rehabilitation.

SPACE TO CREATE

In 2017:

- The Town received a grant from the Boettcher Foundation for \$35,000 to begin the Space to Create project.

In 2018:

- The initiative began with a preliminary feasibility study, community engagement work, and followed by an arts market survey.
- The Town applied for \$25,000 REDI Grant from DOLA for the feasibility study
- A \$17,500 REDI Grant from DOLA for the Arts Market Survey
- A \$50,000 Grant from CCI

In 2019:

- The Town applied for a VISTA Interim through Downtown Colorado Industries (DCII) to assign in capacity building for Space to Create; and
- The Town worked with the North Fork Valley Creative Coalition to create a working partnership via a MOU to promote Space to Create; and
- The Space to Create working group did a fund raising campaign for Space to Create.
- The unused portion of the grant funds totaling \$45,000 received from CCI were returned.

In 2020:

- The Town in conjunction with participating agencies continue to evaluate the feasibility and long-term implementation of Space to Create.

In 2021

- Due to COVID, the Town in conjunction with participating agencies are expecting to end the Space to Create project, as the state has changed priorities regarding funding.

CONSERVATION TRUST FUND

In 2019, Conservation trust funds were used for tree trimming in the Town Park. In 2020, Conservation trust funds were used to improve the Town Park Playground. In 2021, Conservation trust funds are slated for Poulos Park upgrades and Bike Racks in Town Park.

CAPITAL IMPROVEMENTS

The 2021 Budget recommends a capital improvement budget of \$193,725 in new projects, in addition to the uncompleted projects from the 2020 Budget allocations:

Paonia Airport \$60,192

(completely supported by Cell Phone Tower Rent)

Town Hall Upgrades (including Building Code Update) \$22,540

Continued Computer Upgrades \$7,550

Continued PD Vehicle Upgrade \$35,000.

PW Projects and Equipment \$254,635

Total Capital Improvements \$379,917

ENTERPRISE FUNDS 2021 BUDGET HIGHLIGHTS

While no additional revenue increases were recommended for 2019, the Board approved increases for the 2020 budget. Additional increases are expected for 2021 as well.

Grants will need to be obtained to complete several of the priorities for water and sewer. The Town will be working with the different agencies to secure funds.

Water

Water rate increases proposed for 2021 are as follows:

In-town Residential + Stand By \$2.00 or \$32.00/mo.

Out-of-town Residential + Stand By \$2.00 or \$42.00/mo.

In-town Commercial + Stand By \$2.00 or \$42.00/mo.

Out-of-town Commercial + Stand By \$2.00 or \$57.00/mo.

In-Town Residential – Out of Town Residential – Out of Town Commercial - In-Town Commercial
Usage Rates Tiers

1-1,000 gallons \$2.40 per thousand

1,001-3,000 gallons \$2.70 per thousand

3,001-5,000 gallons \$3.00 per thousand

5,001-10,000 gallons \$3.30 per thousand

10,001-15,000 gallons \$3.60 per thousand

15,001-20,000 gallons \$3.90 per thousand

20,001-30,000 gallons \$4.20 per thousand

30,001-40,000 gallons \$4.50 per thousand

40,001-50,000 gallons \$8.50 per thousand

50,001-75,000 gallons \$10.00 per thousand

75,001-100,000 gallons \$11.00 per thousand
100,001 or more gallons \$12.00 per thousand

Water rates for 2020 were as follows:

In-town Residential + Stand By \$2.45 \$30.00/mo
Out-of-town Residential + Stand By \$4.30 \$40.00/mo
In-town Commercial + Stand By \$4.30 \$40.00/mo
Out-of-town Commercial + Stand By \$3.00 \$55.00/mo

In-Town Residential – Out of Town Residential – Out of Town Commercial Rates

1-1,000 gallons \$ 1.20 per thousand
1,001-3,000 gallons \$ 1.40 per thousand
3,001-5,000 gallons \$ 1.60 per thousand
5,001-10,000 gallons \$ 1.80 per thousand
10,001-15,000 gallons \$ 2.20 per thousand
15,001-20,000 gallons \$ 2.70 per thousand
20,001-30,000 gallons \$ 3.20 per thousand
30,001-40,000 gallons \$ 3.80 per thousand
40,001-50,000 gallons \$ 4.40 per thousand
50,001-75,000 gallons \$ 5.00 per thousand
75,001-100,000 gallons \$ 6.00 per thousand
100,001 or more gallons \$ 6.50 per thousand

In-Town Commercial Rates

1-1,000 gallons	\$ 0.30 per thousand
1,001-3,000 gallons	\$ 0.50 per thousand
3,001-5,000 gallons	\$ 0.80 per thousand
5,001-10,000 gallons	\$ 1.00 per thousand
10,001-15,000 gallons	\$ 1.50 per thousand
15,001-20,000 gallons	\$ 2.00 per thousand
20,001-30,000 gallons	\$ 2.50 per thousand
30,001-40,000 gallons	\$ 3.00 per thousand
40,001-50,000 gallons	\$ 3.50 per thousand
50,001-75,000 gallons	\$ 4.00 per thousand
75,001-100,000 gallons	\$ 4.50 per thousand
100,001 or more gallons	\$ 6.40 per thousand

Water rates were increased by 2% in 2017.

An Administrative Grant was received from DOLA in 2019 to help fund a System Analysis and Modeling Project awarded to JDS Hydro, in the amount of \$28,000. Estimated completion of this project is expected March 2021. The balance remaining will carry forward as reserves.

Water Funding priorities include:

Debt Service

Repair & Maintenance Priorities:

General Maintenance \$ 134,656

Spring Repair \$30,000

Altitude Valve \$20,000

Pressure/Temp Sensors \$10,000

Total \$194,656

Other Project for 2021:

The collection of \$125,000 to go toward Town matching funds and the research of funding sources will begin for the 2MG tank lining project now slated for 2023.

The Town has also budgeted \$25,000 to move forward with engineering for Raw Water Storage. This is an anticipated need from the infrastructure analysis.

Projects not completed from 2020 and not carried forward as 2021 priorities:

2MG Floor Drain Improvement

Meter Installation Project

Water Company Agreements

Bond requirement:

(Colorado Water Resources & Power Development Authority (WPA) Bond

WPA requires water and sewer debt service to be budgeted at 110%

WPA requires between water and sewer a 110% debt ratio

WPA requires between water and sewer 25% of expenditures in Available Working Capital
(Calculated during Audit)

Sewer (Wastewater)

No sewer rate increases are proposed for 2021.

In 2020, sewer rates were increased by \$4.00

In 2017, sewer rates were increased by \$3.00.

In 2017, the town-initiated engineering to extend the Town's sewer line down Stahl Road, Highway 133, and up Price Road. The engineering was substantially completed in 2018. The Town will need to secure funding to proceed with the construction of this project.

Sewer Funding priorities include:

Purchase of safety equipment = \$3,000.00

Debt Service

Repair & Maintenance Priorities:

General Maintenance \$49,605.

New Pump \$3,000.00

Total \$52,605.

Scada Installation \$7,500.

Bond requirement:

WPA requires water and sewer debt service to be budgeted at 110%

WPA requires between water and sewer a 110% debt ratio

WPA requires between water and sewer 25% of expenditures in Available Working Capital (Calculated during Audit)

AMKO Bond (sewer only) requires the equivalent of one payment in a reserve account to cover the last payment.

The Town sold sewer property in 2017. As a condition set by USDA, these funds must be used for future sewer capital projects. Total as of October 2020 is 530,124.09.

Projects continued in 2020, but not carried forward as 2021 priorities:

Retainer for a Contract Engineer

Manhole Lining

Auto Trash Cleaner

Trash

Trash/Garbage rate increases proposed for 2021 are as follows:

(Proposed increases are due to the county increases in dump rate at the land fill of \$5.00 per ton)

Single Can – No increase

Standard Can - \$3.00 increase from \$20.00 to \$23.00.

Heavy User - \$3.00 increase from \$27.00 to \$30.00.

2-Yard Dumpster - \$15.00 increase from \$35.00 to \$50.00.

3-Yard Dumpster - \$23.00 increase from \$37.00 to \$60.00.

Solid waste (trash) rates were increased \$1.00 in 2018.

A new Trash Truck was purchased in 2019.

There have been no priorities set for the Trash Fund. However, the Town needs to begin budgeting a future reserve for the tote trash system.

The Town has budgeted to continue Clean-up Days at a cost of \$1,800.00 plus dumping fees.

MOVING FORWARD

It is impossible to know how the fluctuating economy and fiscal outlook for Paonia will be in the coming years. Looking to the future the Town needs to ensure that it can handle any unforeseen negative financial situations.

Moving forward into 2021 and beyond, the following security measures need to be maintained or worked into the budget document:

- The continued allocation of 1% of the Town's 3% sales tax toward the Capital Improvement Plan.
- Increase dwindling reserves to cover at least three (3) months' worth of expense (in future years hopefully six (6) months' worth of expenses would be reserved).
- Investigate the possibility of allocating funds for Capital Equipment Replacement Fund (CERF) funding from revenues; and
- Investigate other possible revenue opportunities.
- Investigate grant opportunities.

These are bold ambitions and as such, it will take several years to achieve these financial goals. But, by committing to them, the Town will have measures in place to help responsibly address any negative fiscal situations that may arise in the future.

CONCLUSION

The proposed 2021 budget puts forth an implementation plan that actively addresses the goals adopted by the Board of Trustees. The budgetary 'wish' list exceeds the funds that are available. The planned creation of a long-term Capital Improvement Budget for 2022 will incorporate items that were eliminated from this budget and also plan for the replacement of capital items (rather than always responding with 'emergency' appropriations), in order to create budgetary continuity and improve long-term planning. This is a budget that pushes forward to achieve the goals set by the Board of Trustees, while reflecting an increase in planning for the future based upon those same goals. The Town must not rest on the laurels of past accomplishments but continue to ensure that the high levels of service provided to the community remain. It is with these goals in mind that we respectfully submit this budget for review.

Respectfully,

Corinne Ferguson

Town Administrator / Town Clerk

Cindy Jones

Finance Director

Ross King

Treasurer

In cooperation with:

Neil Ferguson

Police Chief

Travis Loberg

Public Works Director

Personnel Wages

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

STAFFING LEVELS

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

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

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

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

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

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

BENEFITS

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

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

Optional Benefits:

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

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

GENERAL FUND - ADMINISTRATION								
10	31	01	PROPERTY TAXES	99,660.85	100,298.72	131,259.54	130,859.54	134,052.00
10	31	03	SALES TAX - TOWN	34,089.93	30,742.00	35,310.18	17,310.18	991.00
10	31	04	SALES TAX - COUNTY	-	-	-	-	-
10	31	08	PENALTY & INTEREST	268.57	362.24	336.62	286.62	330.00
10	31	09	DELINQUENT TAX	6.43	32.07	-	-	30.00
10	31	10	ABATEMENTS	-	863.51	1,215.27	1,215.27	-
10	32	01	LIQUOR LICENSES	6,732.00	3,450.00	4,240.50	4,240.50	3,650.00
10	32	04	SPECIAL REVIEWS	2,350.00	6,562.97	1,666.30	1,666.30	1,000.00
10	35	03	INTEREST INC-US AGENCY	-	-	-	-	-
10	35	04	INTEREST INCOME	13,123.62	12,909.34	9,463.28	9,131.28	10,400.00
10	35	05	LATE CHARGES	6,533.45	8,158.62	2,483.11	1,883.11	2,500.00
10	35	06	OTHER INCOME	820.80	246.15	1.00	1.00	-
10	35	07	CONTRIBUTIONS	-	-	-	-	-
10	35	15	REFUND OF EXP	3,585.52	10,998.51	2,472.23	2,472.23	-
10	35	16	RESTITUTION	8,127.10	10,189.88	6,701.50	6,001.50	5,700.00
10	35	18	SALES OF ASSETS	-	-	-	-	-
10	35	20	GRANT REVENUE	-	-	96,007.00	17,187.32	-
10	39	99	TRANSFER IN - (OUT)	-	-	44,629.00	-	-
				175,298.27	184,814.01	335,785.53	192,254.85	158,653.00

GENERAL FUND - ADMINISTRATION								
10	41	1+	TOTAL PAYROLL	22,723.88	40,570.14	50,312.12	41,486.13	33,176.00
10	41	10	WORK COMP	349.00	213.00	126.00	126.00	140.00
10	41	02	CONTRACT LABOR	-	-	-	-	-
10	41	15	OFFICE SUPPLIES	4,350.71	5,126.92	3,356.82	2,856.82	3,937.00
10	41	16	OPERATING SUPPLIES	640.73	655.37	619.86	569.86	721.00
10	41	17	POSTAGE	480.72	1,688.86	440.45	430.45	450.00
10	41	20	LEGAL SERVICES	69,915.09	53,020.91	63,104.79	54,504.79	51,160.00
10	41	21	AUDIT & BUDGET EXPENSE	6,862.50	5,170.00	5,290.00	5,290.00	4,510.00
10	41	22	REPAIRS & MAINTENANCE	-	-	325.00	325.00	-
10	41	23	VEHICLE EXPENSE	-	-	-	-	-
10	41	25	TOWN HALL EXPENSE	13,756.74	11,043.23	12,330.13	10,455.13	11,683.00
10	41	26	TRAVEL & MEETINGS	2,314.04	3,855.74	1,073.80	903.80	10,790.00
10	41	27	INSURANCE & BONDS	2,516.76	6,437.66	3,136.30	3,136.30	3,766.00
10	41	28	UTILITIES	5,354.38	5,400.41	4,671.23	3,671.23	4,405.00
10	41	29	TELEPHONE	1,818.10	1,466.29	1,144.31	944.31	1,147.00
10	41	30	PUBLISHING & ADS	4,822.74	3,455.94	1,616.25	1,456.25	1,500.00
10	41	31	DUES & SUBSCRIPTIONS	6,339.00	8,166.30	9,562.50	9,487.50	9,639.00
10	41	90	CNTY TREASURER'S FEE	2,126.85	2,142.25	2,813.33	2,780.33	2,810.00
10	41	33	DATA PROCESSING	5,219.79	10,634.95	14,348.49	13,228.49	13,719.00
10	41	40	MISCELLANEOUS (CDOT GRANT)	-	-	67,117.67	18,712.21	-
10	41	43	CULTURAL EVENTS	-	5,000.00	-	-	850.00
10	41	44	HUMAN SERVICES	7,075.00	6,263.28	4,318.99	4,318.99	4,250.00
10	41	70	CAPITAL OUTLAY	-	-	99,777.96	39,492.19	-
10	41	71	PASS THRU FUNDS	-	-	-	-	-
10	41	89	TRANSFER	-	-	-	-	-
				156,666.03	174,151.79	345,486.00	214,175.78	158,653.00
				18,632.24	10,662.22	(9,700.47)	(21,920.93)	0.00

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

GENERAL FUND - BUILDING								
12	32	03	BUILDING PERMITS	27,612.95	23,156.70	24,564.40	23,564.40	30,000.00
12	31	03	SALES TAX - TOWN	12,987.27	28,221.75	10,000.00	-	1,194.00
				40,600.22	51,378.45	34,564.40	23,564.40	31,194.00

GENERAL FUND - BUILDING								
12	43	1+	TOTAL PAYROLL	3,812.87	3,351.61	4,799.22	4,005.20	2,519.00
12	43	10	WORKMANS COMPENSATION	441.00	522.00	12.00	12.00	17.00
12	43	02	BUILDING INSPECTOR	48,121.10	45,421.00	27,818.11	24,556.00	26,800.00
12	43	15	OFFICE SUPPLIES	550.86	370.56	53.18	53.18	497.00
12	43	16	OPERATING SUPPLIES	511.36		-	-	-
12	43	17	POSTAGE	25.00		1.00	1.00	50.00
12	43	20	LEGAL SERVICES	2,398.50	838.50	429.00	429.00	-
12	43	23	VEHICLE EXPENSE	12.15		-	-	-
12	43	27	INSURANCE & BONDS	817.16	598.52	775.89	775.89	776.00
12	43	29	TELEPHONE	-	86.35	-	-	-
12	43	30	PUBLISHING & ADS	-	54.91	-	-	-
12	43	31	DUES & SUBSCRIPTIONS	-	135.00	135.00	135.00	535.00
				56,690.00	51,378.45	34,023.40	29,967.27	31,194.00
				(16,089.78)	-	541.00	(6,402.87)	0.00

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

GENERAL FUND - PUBLIC SAFETY								
14	31	02	S.O. AUTO TAXES	17,792.77	18,678.31	21,464.07	18,064.07	19,000.00
14	31	03	SALES TAX - TOWN	144,413.12	180,777.69	136,845.50	136,845.50	173,957.00
14	31	04	SALES TAX - COUNTY	106,933.96	120,348.86	131,249.77	118,249.77	126,700.00
14	31	04	BACK THE BADGE			-	-	162,000.00
14	31	06	CIGARETTE TAX	1,357.37	1,325.18	1,561.56	1,301.56	1,400.00
14	33	02	MOTOR VEHICLE - \$1.50	2,479.37	2,612.59	2,878.60	2,218.60	2,625.00
14	33	03	MOTOR VEHICLE - \$2.50	3,467.38	3,458.81	4,051.27	3,121.27	3,720.00
14	34	01	COURT FINES	54.25	631.78	417.28	417.28	400.00
14	34	02	POLICE FINES	18,984.25	20,437.07	15,043.00	12,743.00	17,225.00
14	34	03	MISC FINES-BONDS	971.50	202.25	368.50	368.50	
14	34	04	PAONIA COURT COSTS	-	-	-	-	-
14	34	05	DOG TAGS	250.00	785.00	286.00	286.00	300.00
14	34	10	LAW ENFRMNT ALLOC	-	-	-	-	-
14	34	50	PD GRANT	3,272.84	18,859.24	1,352.68	1,352.68	5,400.00
14	35	10	OTHER AGENCY CONT			-	-	
14	35	10	SCHOOOL (SRO)	-	20,000.00	20,000.00	10,000.00	10,000.00
14	32	06	VIN INSPECTIONS	1,160.00	1,155.00	1,055.00	1,005.00	1,155.00
				301,136.81	389,271.78	336,573.23	305,973.23	523,882.00

GENERAL FUND - PUBLIC SAFETY								
14	42	1+	TOTAL PAYROLL	216,918.77	247,374.98	253,313.38	213,272.38	419,230.00
14	42	10	WORK COMP	7,326.00	9,286.00	7,212.00	7,212.00	915.00
14	42	15	OFFICE SUPPLIES	1,191.53	788.28	1,666.46	666.46	1,310.00
14	42	16	OPERATING SUPPLIES	7,152.08	3,614.92	5,340.88	4,590.88	18,953.00
14	42	17	POSTAGE	276.60	283.42	237.19	227.19	235.00
14	42	20	LEGAL SERVICES	640.50	195.00	5,172.88	4,002.88	2,500.00
14	42	22	REPAIRS & MAINTENANCE	358.50	280.00	280.00	-	280.00
14	42	23	VEHICLE EXPENSE	11,964.96	15,855.16	7,241.68	5,441.68	10,645.00
14	42	26	TRAVEL & MEETINGS	2,689.66	3,604.71	819.34	719.34	9,675.00
14	42	27	INSURANCE & BONDS	13,034.76	16,536.10	20,613.36	20,613.36	22,216.00
14	42	28	UTILITIES	2,100.53	2,066.34	1,646.13	1,456.13	1,770.00
14	42	29	TELEPHONE	1,697.76	2,641.75	2,200.50	1,650.50	3,265.00
14	42	30	PUBLISHING & ADS	64.10	141.90	1,133.16	1,081.16	104.00
14	42	31	DUES & SUBSCRIPTIONS	3,553.00	3,235.00	8,780.52	8,480.52	6,050.00
14	42	32	PERMITS & FEES			-	-	
14	42	33	DATA PROCESSING	8,481.90	9,719.28	18,931.66	15,076.66	25,234.00
14	42	40	MISCELLANEOUS	-	-	-	-	-
14	42	44	HUMAN SERVICES			551.41	551.41	1,500.00
14	42	70	CAPITAL OUTLAY		5,801.99	-	-	-
PUBLIC SAFETY				277,871.65	321,449.90	335,140.55	285,042.55	523,882.00
				23,265.16	67,821.88	1,432.68	20,930.68	(0.00)

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

GENERAL FUND - PARKS								
16	31	03	SALES TAX - TOWN	12,000.00	47,890.85	120,361.39	104,361.39	140,631.00
16	33	07	SEVERANCE TAX	7,093.79	10,721.21	4,764.61	4,764.61	5,000.00
16	33	08	MINERAL LEASING	6,002.47	6,580.32	3,918.97	3,918.97	3,925.00
16	35	01	RENTS & ROYALTIES	9,546.51	11,848.51	7,356.48	7,356.48	9,422.00
16	35	09	PARK CONTRIBUTIONS	9,500.00	30,487.52	10,360.00	10,360.00	670.00
16	35	04	GRANT REVENUE	-	25,000.00	-	-	-
16	35	10	OTHER AGENCY CONT	-	15,000.00	-	-	-
16	39	99	TRANSFER	-	-	-	-	-
				44,142.77	147,528.41	146,761.45	130,761.45	159,648.00

GENERAL FUND - PARKS								
16	46	3+	TOTAL PAYROLL	3,225.78	33,541.32	70,803.60	53,032.53	69,688.00
16	46	10	WORK COMP	467.00	2,297.00	1,375.00	1,375.00	1,768.00
16	46	02	CONTRACT LABOR	-	-	-	-	-
16	46	15	OFFICE SUPPLIES	80.93	36.76	16.24	16.24	37.00
16	46	16	OPERATING SUPPLIES	4,186.34	4,033.30	4,062.04	3,796.04	6,540.00
16	46	17	POSTAGE	70.63	-	49.61	49.61	50.00
16	46	20	LEGAL SERVICES	1,125.00	-	-	-	-
16	46	22	REPAIRS & MAINTENANCE	6,837.76	12,506.47	3,889.68	3,619.68	23,984.00
16	46	23	VEHICLE EXPENSE	407.56	1,068.97	1,476.64	1,296.64	1,150.00
16	46	24	RENTALS	1,651.50	750.00	-	-	850.00
16	46	25	SHOP EXPENSE	1,323.38	1,058.26	2,521.06	2,421.06	1,082.00
16	46	26	TRAVEL & MEETINGS	-	-	-	-	-
16	46	27	INSURANCE & BONDS	3,473.18	3,929.25	4,079.42	4,079.42	3,718.00
16	46	28	UTILITIES	7,127.71	7,573.89	6,721.29	5,901.29	6,312.00
16	46	29	TELEPHONE	105.78	389.37	542.11	413.71	720.00
16	46	30	PUBLISHING & ADS	9.50	182.79	-	-	-
16	46	32	FEES & PERMITS	817.77	748.45	748.45	748.45	749.00
16	46	40	MISCELLANEOUS	-	344.83	1,679.92	1,679.92	-
16	46	42	CONTRACT SERVICES	2,000.00	2,148.00	2,274.13	2,274.13	3,000.00
16	46	70	CAPITAL OUTLAY	8,800.00	61,437.36	24,530.18	24,530.18	40,000.00
16	49	99	TRANSFER IN - (OUT)	-	-	-	-	-
PARKS				41,709.82	132,046.02	124,769.37	105,233.90	159,648.00
				2,432.95	15,482.39	21,992.08	25,527.55	(0.00)

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

GENERAL FUND - STREETS								
20	31	03	SALES TAX - TOWN	14,931.04	56,147.46	122,007.21	94,007.21	103,807.00
20	31	05	FRANCHISE TAX	58,896.92	58,970.86	43,357.97	43,357.97	58,580.00
20	31	06	MISCELLANEOUS INCOME		279.00	-	-	
20	32	02	MISCELLANEOUS PERMITS	1,425.00	2,800.00	1,055.00	1,055.00	1,750.00
20	33	01	HIGHWAY USERS TAX	46,179.90	56,024.08	33,041.63	33,041.63	44,111.00
20	33	10	ROAD & BRIDGE	6,406.94	6,504.12	7,862.27	7,862.27	6,500.00
20	35	02	MOTOR FUEL TAX REFUND	1,069.19	1,228.00	1,179.14	1,179.14	1,550.00
				128,908.99	181,953.52	208,503.22	180,503.22	216,298.00

GENERAL FUND - STREETS								
20	45	1+	TOTAL PAYROLL	6,716.83	46,999.26	57,905.75	44,780.41	112,183.00
20	45	10	WORK COMP	3,679.00	2,540.50	1,691.00	1,691.00	3,468.00
20	45	02	CONTRACT LABOR			-	-	
20	45	15	OFFICE SUPPLIES	156.91	2.84	29.97	29.97	30.00
20	45	16	OPERATING SUPPLIES	187.63	563.39	654.64	654.64	840.00
20	45	17	POSTAGE	167.87	39.67	189.28	189.28	190.00
20	45	20	LEGAL & ENGINEERING SERV	10,695.00	1,845.00	380.00	380.00	-
20	45	22	REPAIRS & MAINTENANCE	11,315.97	33,812.00	44,583.54	44,583.54	12,716.00
20	45	23	VEHICLE EXPENSE	8,626.67	7,883.91	7,371.61	7,371.61	7,155.00
20	45	24	RENTALS	-	-	1,064.00	1,064.00	-
20	45	25	SHOP EXPENSE	5,123.23	3,734.49	2,797.72	2,797.72	1,879.00
20	45	26	TRAVEL & MEETINGS	-	-	31.66	31.66	-
20	45	27	INSURANCE & BONDS	5,122.28	5,593.26	8,728.88	8,728.88	3,317.00
20	45	28	UTILITIES	20,764.81	20,605.96	14,894.45	14,894.45	10,765.00
20	45	29	TELEPHONE	170.79	459.51	721.55	721.55	751.00
20	45	30	PUBLISHING & ADS	7.44	11.67	-	-	-
20	45	31	DUES & SUBSCRIPTIONS	550.00	-	-	-	-
20	45	32	FEES & PERMITS	-	-	-	-	-
20	45	40	MISCELLANEOUS	-	-	-	-	-
20	45	42	SNOW REMOVAL	3,628.68	20,094.88	4,411.16	4,411.16	8,004.00
20	45	44	STREET CLEANING	-	-	-	-	-
20	45	70	CAPITAL OUTLAY	6,715.00	12,002.50	39,365.13	39,365.13	55,000.00
STREETS				83,628.11	156,188.84	184,820.34	171,695.00	216,298.00
				45,280.88	25,764.68	23,682.88	8,808.22	0.00

FUND TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
			AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

GENERAL FUND - BRIDGE								
24	35	04	INTEREST INCOME	3,206.98	11,065.26	4,138.90	4,138.90	7,000.00
24	35	13	BRIDGE RESERVE	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
24	39	99	RESERVES	-	-	-	-	3,000.00
				43,206.98	51,065.26	44,138.90	44,138.90	50,000.00

GENERAL FUND - BRIDGE								
24	45	22	BRIDGE REPAIR	783.00	-	-	-	50,000.00
24	45	22	BARCADE	-	-	-	-	-
24	45	22	RESURFACE	-	-	-	-	-
				783.00	-	-	-	50,000.00
				42,423.98	51,065.26	44,138.90	44,138.90	-

FUND TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
			AUDITED	AUDITED	EST	2020	BUDGET
			ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET

GENERAL FUND SUMMARY								
GENERAL BEGINNING RESERVE			202,764.00	67,402.68	(174,753.31)	(174,753.31)	(272,552.93)	
GENERAL INCOME			792,166.93	1,077,370.99	1,154,114.21	917,383.53	1,226,497.00	
GENERAL EXPENSE			656,805.61	835,215.00	1,072,762.05	854,636.90	1,454,675.00	
AUDIT ADJUSTMENT								
NET CHANGE			135,361.32	242,155.99	81,352.16	62,746.63	(228,178.00)	
GENERAL ENDING RESERVE			67,402.68	(174,753.31)	(256,105.47)	(237,499.94)	(44,374.93)	
LESS CLASSIFIED FUND BALANCE								
NONSPENDABLE								
RESTRICTED								
TABOR			29,500.00	32,321.13	34,623.43	27,521.51	36,794.91	
COMMITTED								
BRIDGE RESERVE			120,832.00	144,168.00	184,168.00	184,168.00	231,168.00	
AIRPORT								
ASSIGNED								
CAPITAL PURCHASES								
CAPITAL PROJECTS			23,075.00					
TOTAL CLASSIFIED FUND BAL			173,407.00	176,489.13	218,791.43	211,689.51	267,962.91	
UNASSIGNED FUND BAL			(106,004.32)	(351,242.44)	(474,896.89)	(449,189.45)	(312,337.84)	
EST UNASSIGNED								
	10%		65,680.56	83,521.50	107,276.21	85,463.69	145,467.50	
	25%		164,201.40	208,803.75	268,190.51	213,659.23	363,668.75	
	50%		328,402.81	417,607.50	536,381.03	427,318.45	727,337.50	

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

GENERAL FUND - STREET CAPITAL								
22	31	03	SALES TAX - TOWN	-	22,840.66	-	-	-
			MARIJUANA REVENUE			-	-	25,000.00
22	31	05	IMPACT FEE	45,809.95	44,836.53	47,787.48	40,187.48	61,822.00
22	33	01	HIGHWAY USERS TAX	13,062.94	3,682.37	-	-	-
22	39	99	RESERVES			-	-	
				58,872.89	71,359.56	47,787.48	40,187.48	86,822.00

GENERAL FUND - STREET CAPITAL								
22	45	01	CONTRACT LABOR-ENGINEER		-	-	-	-
22	45	22	REPAIR & MAINTENANCE-MATERIAL			-	-	
22	45	70	STREET CAPITAL	39,457.00	-	48,522.40	48,522.40	315,000.00
22	45	99	TRANSFER			-	-	
				39,457.00	-	48,522.40	48,522.40	315,000.00
			BEGINNING RESERVE	2,119.01	-	90,775.00	90,040.08	81,705.16
			INCOME	-	-	47,787.48	40,187.48	86,822.00
			EXPENSE	-	-	48,522.40	48,522.40	315,000.00
			AUDIT ADJUSTMENT					
			NET CHANGE	-	-	(734.92)	(8,334.92)	(228,178.00)
			ENDING RESERVE	2,119.01	-	90,040.08	81,705.16	(146,472.84)

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

GENERAL FUND - SIDEWALK								
26	30	01	SIDEWALK REVENUE	30,434.02	30,773.49	31,034.19	25,864.19	31,034.00
26	39	99	RESERVES	-	-	-	-	-
TOTAL INCOME				30,434.02	30,773.49	31,034.19	25,864.19	31,034.00

GENERAL FUND - SIDEWALK								
26	45	15	OFFICE SUPPLIES	62.95	-	-	-	-
26	45	20	LEGAL SERVICES	-	-	-	-	-
26	45	22	REPAIRS & MAINTENANCE	45,209.88	7,682.21	39,608.65	39,608.65	31,034.00
26	45	30	PUBLISHING & ADS	-	-	-	-	-
26	45	70	CAPITAL OUTLAY	-	6,986.00	-	-	-
26	49	99	TRANSFER	-	-	-	-	-
TOTAL EXPENDITURES				45,272.83	14,668.21	39,608.65	39,608.65	31,034.00
				(14,838.81)	16,105.28	(8,574.46)	(13,744.46)	-
BEGINNING RESERVE				18,497.43	-	16,105.28	16,105.28	7,530.82
INCOME				30,434.02	30,773.49	31,034.19	25,864.19	31,034.00
EXPENSE				45,272.83	14,668.21	39,608.65	39,608.65	31,034.00
AUDIT ADJUSTMENT								
NET CHANGE				(14,838.81)	16,105.28	(8,574.46)	(13,744.46)	-
ENDING RESERVE				3,658.62	16,105.28	7,530.82	2,360.82	7,530.82

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

PASS THROUGH GRANT FUND								
30	35	04		19,665.13	-	-	-	460,000.00
TOTAL INCOME				19,665.13	-	-	-	460,000.00
30	46	20		19,665.13	-	-	-	460,000.00
TOTAL EXPENDITURES				19,665.13	-	-	-	460,000.00
				-	-	-	-	-

PASS THROUGH GRANT FUND SUMMARY								
BEGINNING RESERVE				-	-	-	-	-
INCOME				19,665.13	-	-	-	460,000.00
EXPENSE				19,665.13	-	-	-	460,000.00
AUDIT ADJUSTMENT					-			
NET CHANGE				-	-	-	-	-
ENDING RESERVE				-	-	-	-	-

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018 AUDITED ACTUAL	2019 AUDITED ACTUAL	2020 EST BUDGET	@10/31/2020 2020 ACTUAL	2021 BUDGET
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SPACE 2 CREATE								
32	35	01	BOETTCHER	-	-	-	-	-
32	35	02	DOLA	31,708.42	7,453.19	-	-	-
32	35	04	CCI	-	5,000.00	-	-	-
32	35	04	TOWN FUNDS	-	-	-	-	-
32	35	09	S2C CONTRIBUTIONS	918.00	-	-	-	-
32	35	05	INTEREST	82.29	188.41	37.79	37.79	-
TOTAL INCOME				32,708.71	12,641.60	37.79	37.79	-
32	50	17	POSTAGE	31.90	-	-	-	-
32	50	22	STUDIES	-	26,556.00	-	-	-
32	50	22	FEASIBILITY	25,000.00	-	-	-	-
32	50	22	MARKET	15,000.00	-	-	-	-
32	50	22	PRELIMINARY	-	-	-	-	-
32	50	26	TRAVEL & MEETINGS	620.75	2,180.87	-	-	-
32	50	30	PUBLISHING & ADS	246.40	-	-	-	-
TOTAL EXPENDITURES				40,899.05	28,736.87	-	-	-
				(8,190.34)	(16,095.27)	37.79	37.79	-

SPACE 2 CREATE FUND SUMMARY					
BEGINNING RESERVE	37,409.77	29,219.43	13,124.16	13,124.16	13,161.95
INCOME	32,708.71	12,641.60	37.79	37.79	-
EXPENSE	40,899.05	28,736.87	-	-	-
AUDIT ADJUSTMENT					
NET CHANGE	(8,190.34)	(16,095.27)	37.79	37.79	-
ENDING RESERVE	29,219.43	13,124.16	13,161.95	13,161.95	13,161.95

FUND TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
			AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

CONSERVATION TRUST FUND								
40	38	01	CONSERVATION TRUST	8,571.11	28,208.31	7,417.78	5,617.78	7,492.00
40	38	02	INTEREST	16.35	8.46	3.88	2.74	3.00
TOTAL INCOME				8,587.46	28,216.77	7,421.66	5,620.52	7,495.00
40	46	20	EXPENDITURES-CTF	27,491.96	26,900.00	600.00	600.00	7,495.00
40	46	99	TRANSFER	-	-	-	-	-
TOTAL EXPENDITURES				27,491.96	26,900.00	600.00	600.00	7,495.00
				(18,904.50)	1,316.77	6,821.66	5,020.52	-

CONSERVATION TRUST FUND SUMMARY								
CONS TRUST BEGINNING RESERVE				18,904.50	0.00	1,316.77	1,316.77	6,337.29
CONS TRUST INCOME				8,587.46	28,216.77	7,421.66	5,620.52	7,495.00
CONS TRUST EXPENSE				27,491.96	26,900.00	600.00	600.00	7,495.00
AUDIT ADJUSTMENT								
NET CHANGE				(18,904.50)	1,316.77	6,821.66	5,020.52	-
CONS TRUST ENDING RESERVE				0.00	1,316.77	8,138.43	6,337.29	6,337.29

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

CAPITAL IMPROVEMENT FUND								
50	31	03	SALES TAX - CAP. IMPROVEMENTS	144,322.07	180,777.64	154,852.77	154,852.77	210,290.00
50	31	05	CAPITAL TRANSFER IN / (OUT)	-	-	-	-	-
50	31	06	AIRPORT	7,650.00	7,650.00	7,012.50	7,012.50	7,650.00
50	31	07	GRANT/LOANS	-	-	-	-	-
50	31	13	MISCELLANEOUS	-	-	500.00	500.00	-
50	39	99	RESERVES	-	-	-	-	-
TOTAL INCOME				151,972.07	188,427.64	162,365.27	162,365.27	217,940.00
50	70	20	CAPITAL OUTLAY	209,924.77	42,589.85	184,199.39	184,199.39	217,940.00
50	70	30	CAPITAL PROJECTS	-	76,586.29	-	-	-
50	70	99	TRANSFERS	-	28,091.13	-	-	-
TOTAL EXPENDITURES				209,924.77	147,267.27	184,199.39	184,199.39	217,940.00
				(57,952.70)	41,160.37	(21,834.12)	(21,834.12)	-

CAPITAL IMPROVEMENT SUMMARY					
CAPITAL FUND BEGINNING RESERVE	354,941.31	296,988.61	338,149.98	338,149.98	316,315.86
CAPITAL INCOME	151,972.07	188,427.64	162,365.27	162,365.27	217,940.00
CAPITAL EXPENSE	209,924.77	147,267.27	184,199.39	184,199.39	217,940.00
AUDIT ADJUSTMENT		1.00			
NET CHANGE	(57,952.70)	41,161.37	(21,834.12)	(21,834.12)	-
CAPITAL FUND ENDING RESERVE	296,988.61	338,149.98	316,315.86	316,315.86	316,315.86
LESS CLASSIFIED FUND BALANCE					
RESTRICTED : TABOR					
COMMITTED					
AIRPORT	37,242.00	44,892.00	52,542.00	52,543.00	60,192.00
TOTAL CLASSIFIED FUND BAL	37,242.00	44,892.00	52,542.00	52,543.00	60,192.00
UNASSIGNED FUND BAL	259,746.61	293,257.98	263,773.86	263,772.86	256,123.86

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

WATER FUND - INCOME								
60	36	01	WATER CHARGES-BASE RATE	788,317.84	761,739.46	861,365.57	674,765.57	664,944.00
60	36	01	WATER CHARGES-USAGE			-	-	528,550.00
60	36	02	WATER TAPS	62,000.00	57,000.00	52,500.00	34,500.00	-
60	36	03	SALES & SERVICES	2,144.18	4,982.42	6,995.84	5,795.84	4,500.00
60	36	04	STANDBY TAP FEES	47,245.04	45,485.71	53,193.00	41,793.00	56,484.00
60	36	05	BULK WATER	3,938.00	4,964.00	6,930.00	5,430.00	5,400.00
60	36	07	GRANT FUNDS	-	-	16,074.37	2,074.37	-
60	36	09	PENALTIES	4,985.00	1,255.00	325.72	325.72	1,000.00
60	36	12	RENTS	-	1,500.00	1,500.00	1,000.00	1,000.00
WATER INCOME				908,630.06	876,926.59	998,884.50	765,684.50	1,261,878.00

WATER FUND - EXPENDITURES								
60	50	2+	TOTAL PAYROLL	295,600.50	222,984.47	238,708.59	164,481.02	202,215.00
60	50	02	CONTRACT LABOR			-	-	-
60	50	44	NORRIS RETIREMENT	20,160.00	20,160.00	21,840.00	16,800.00	20,160.00
60	50	10	WORK COMP	5,162.00	5,252.50	3,736.00	3,736.00	3,220.00
60	50	15	OFFICE SUPPLIES	459.92	244.62	167.57	167.57	320.00
60	50	16	OPERATING SUPPLIES	17,287.67	17,240.63	11,590.92	6,996.65	10,950.00
60	50	17	POSTAGE	4,436.38	3,867.17	4,742.29	3,061.79	3,925.00
60	50	20	LEGAL & ENGINEERING SERVICES	15,566.77	1,798.52	3,698.50	3,698.50	500.00
60	50	21	AUDIT	18,772.49	11,280.00	11,520.00	11,520.00	11,000.00
60	50	22	REPAIRS & MAINTENANCE	427,346.16	123,639.76	155,165.36	113,526.49	194,656.00
60	50	23	VEHICLE EXPENSE	8,558.29	8,468.46	7,982.05	5,571.78	6,219.00
60	50	24	RENTALS	-	-	-	-	-
60	50	25	SHOP EXPENSE	5,311.76	3,578.34	3,515.82	3,048.33	3,305.00
60	50	26	TRAVEL & MEETINGS	1,102.72	1,129.33	31.67	31.67	1,957.00
60	50	27	INSURANCE & BONDS	19,016.73	20,586.28	20,977.25	20,924.47	23,508.00
60	50	28	UTILITIES	20,766.47	25,190.96	29,373.18	25,022.25	27,325.00
60	50	29	TELEPHONE	3,741.43	4,130.24	4,400.76	3,499.76	4,200.00
60	50	30	PUBLISHING & ADS	651.22	11.67	178.35	178.35	179.00
60	50	31	DUES & SUBSCRIPTIONS	137.50	1,835.00	1,847.50	1,847.50	1,855.00
60	50	32	FEES & PERMITS	5,261.61	10,520.71	12,350.82	7,400.19	11,661.00
60	50	33	DATA PROCESSING	8,850.66	10,272.19	13,026.70	11,435.85	13,656.00
60	50	40	MISCELLANEOUS	(2,118.00)	-	-	-	-
60	50	41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	200.00
60	50	42	CONTRACT SERVICES	-	-	-	-	-
60	50	50	WATER POWER AUTHORITY LOAN	181,155.68	164,325.91	171,095.53	171,095.53	191,222.00
60	50	51	DRINKING WATER REVOLVING FUNDS	23,343.40	23,343.40	23,343.40	23,343.40	24,054.00
60	50	52	FCNB INTERIM FINANCING	-	2.15	-	-	10.00
60	50	54	DEBT SERVICE	(154,842.40)	(156,559.41)	-	-	-
60	50	70	CAPITAL OUTLAY	3,152.97	-	28,000.00	7,653.01	150,000.00
60	50	71	PASS THRU	25,587.08	24,219.34	27,437.56	21,496.89	37,499.00
60	50	72	PASS THRU ENGINEERING	-	-	-	-	-
60	50	99	TRANSFER IN - (OUT)	-	(8,091.13)	10,064.00	-	-
60	59	90	DEPRECIATION	297,926.07	311,326.92	318,082.00	-	318,082.00
WATER EXPENDITURES				1,252,395.08	850,758.03	1,122,875.82	626,537.00	1,261,878.00
				(343,765.02)	26,168.56	(123,991.32)	139,147.50	(0.00)

FUND TYPE ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
		AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

WATER FUND - SUMMARY						
WATER BEGINNING RESERVE	1,517,239.79	105,497.77	166,873.33	166,873.33	149,386.58	
WATER INCOME	908,630.06	876,926.59	998,884.50	765,684.50	1,261,878.00	
WATER EXPENSE	1,252,395.08	850,758.03	1,122,875.82	626,537.00	1,261,878.00	
NET CHANGE	(1,411,742.02)	61,375.56	(123,991.32)	139,147.50	(0.00)	
AUDIT ADJUSTMENT	(1,067,977.00)	35,207.00				
WATER ENDING RESERVE	105,497.77	166,873.33	42,882.01	306,020.83	149,386.58	
AVAILABLE RESOURCES	105,497.77	166,873.33	42,882.01	306,020.83	149,386.58	
SOURCE (USE) OF FUNDS						
LESS CLASSIFIED FUND BALANCE						
RESTRICTED						
COMMITTED						
DEPRICIATION				-	(318,082.00)	
DEBT RESERVE (3MO)	313,098.77	212,689.51	280,718.96	156,634.25	315,469.50	
10% DEBT PAYMENT RES						
ASSIGNED						
TOTAL CLASSIFIED FUND BAL	313,098.77	212,689.51	280,718.96	156,634.25	(2,612.50)	
UNASSIGNED FUND BAL	(207,601.00)	(45,816.18)	(237,836.95)	149,386.58	151,999.08	
EST UNASSIGNED	125,239.51	85,075.80	112,287.58	62,653.70	126,187.80	
	313,098.77	212,689.51	280,718.96	156,634.25	315,469.50	
	626,197.54	425,379.02	561,437.91	313,268.50	630,939.00	
DEBT RATIO CALCULATION						
OPERATING REVENUE	1,400,316.66	1,410,965.18	1,555,041.25	1,243,821.25	1,819,614.00	
OPERATING EXPENDITURES	1,258,467.34	909,600.95	1,058,218.30	796,640.03	1,071,063.00	
NET	141,849.32	501,364.23	496,822.95	447,181.22	748,551.00	
ADJUSTMENT	-	-	-	-	-	
NET AFTER ADJ	141,849.32	501,364.23	496,822.95	447,181.22	748,551.00	
DEBT SERVICE	305,541.08	288,713.46	194,438.93	194,438.93	323,269.00	
CALCULATED COVERAGE RATIO	46.43%	173.65%	255.52%	229.99%	231.56%	
REQUIRED RATIO	110%	110%	110%	110%	110%	

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

SEWER FUND - INCOME								
70	37	01	SEWER CHARGES - RECEIVED	463,911.07	470,801.66	531,083.75	442,283.75	537,996.00
70	37	01	INCREASE			-	-	-
70	37	04	SEWER TAPS	15,000.00	48,500.00	36,500.00	33,500.00	15,000.00
70	37	09	INTEREST	12,775.53	14,736.93	4,647.37	4,427.37	4,740.00
70	37	13	GRANT REVENUE	9,877.61	25,996.89	53,587.50	53,587.50	
70	37	13	CDPHE-2ND & CLARK			-	-	
70	37	13	MISCELLANEOUS REVENUE			2,172.00	2,172.00	
SANITATION INCOME				501,564.21	560,035.48	627,990.62	535,970.62	557,736.00

SEWER FUND - EXPENDITURES								
70	51	+1	TOTAL PAYROLL	130,748.69	156,541.99	128,283.07	92,633.56	171,686.00
70	51	02	CONTRACT LABOR			-	-	
70	51	10	WORK COMP	1,677.00	1,452.50	961.00	961.00	947.00
70	51	15	OFFICE SUPPLIES	383.74	165.98	161.89	161.89	166.00
70	51	16	OPERATING SUPPLIES	34,584.34	9,365.75	8,713.16	4,713.16	11,763.00
70	51	17	POSTAGE	2,851.67	2,268.18	2,402.15	1,622.15	2,250.00
70	51	20	LEGAL & ENGINEERING SERV	57,991.76	59,257.32	28,575.90	28,575.90	-
70	51	21	AUDIT	10,065.00	3,525.00	3,600.00	3,600.00	4,500.00
70	51	22	REPAIRS & MAINTENANCE	24,966.15	77,574.78	70,028.87	51,928.46	52,605.00
70	51	23	VEHICLE EXPENSE	7,331.05	6,495.74	7,553.91	5,353.91	6,397.00
70	51	24	RENTALS	-	-	-	-	-
70	51	25	SHOP EXPENSE	3,815.30	2,573.71	3,189.96	2,735.94	2,824.00
70	51	26	TRAVEL & MEETINGS	681.72	-	31.67	31.67	2,307.00
70	51	27	INSURANCE & BONDS	6,901.35	6,994.88	7,930.24	7,930.24	8,816.00
70	51	28	UTILITIES	36,172.25	34,735.34	32,827.97	26,612.78	30,910.00
70	51	29	TELEPHONE	1,648.95	1,538.15	1,657.83	1,312.02	1,508.00
70	51	30	PUBLISHING & ADS	17.66	204.97	70.00	69.08	-
70	51	31	DUES & SUBSCRIPTIONS	137.50	-	138.00	137.50	438.00
70	51	32	FEES & PERMITS	10,099.72	6,436.85	7,028.82	5,768.57	6,877.00
70	51	33	DATA PROCESSING	5,807.46	7,314.53	15,011.74	13,426.37	17,884.00
70	51	40	MISCELLANEOUS			-	-	-
70	51	41	WRITEOFF-UNCOLLECTABLE			-	-	150.00
70	51	43	GAGING STATION	3,855.00	2,621.00	3,935.00	3,935.00	3,935.00
70	51	51	RURAL DEVELOPMENT P&I	101,042.00	101,042.00	-	-	107,983.00
70	51	54	DEBT SERVICE	(29,282.22)	(57,378.48)	-	-	-
70	51	70	CAPITAL OUTLAY		26,757.72	109,830.00	99,764.84	-
70	51	71	PASS THRU FUNDS	13,918.70	14,124.09	15,932.23	13,267.92	16,590.00
70	51	99	TRANSFER IN - (OUT)	-	(10,000.00)	-	-	-
70	59	90	DEPRECIATION	102,114.99	102,114.99	107,200.00	-	107,200.00
SEWER EXPENDITURES				527,529.78	555,726.99	555,063.41	364,541.96	557,736.00
				(25,965.57)	4,308.49	72,927.21	171,428.66	0.00

FUND TYPE ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
		AUDITED	AUDITED	EST	2020	BUDGET
		ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET

SEWER FUND -SUMMARY						
SEWER BEGINNING RESERVE	1,139,703.03	555,190.00	374,079.48	374,079.48	528,021.41	
SEWER INCOME	501,564.21	560,035.48	627,990.62	535,970.62	557,736.00	
SEWER EXPENSE	527,529.78	555,726.99	555,063.41	364,541.96	557,736.00	
NET CHANGE	(584,513.03)	(181,110.52)	72,927.21	171,428.66	0.00	
AUDIT ADJUSTMENT	(558,547.46)	(185,419.01)				
SEWER ENDING RESERVE	555,190.00	374,079.48	447,006.69	545,508.14	528,021.41	
SOURCE (USE) OF FUNDS						
LESS CLASSIFIED FUND BALANCE						
RESTRICTED						
COMMITTED						
DEPRICIATION			102,000.00	102,000.00	102,000.00	
DEBT RESERVE (3MO)	131,882.45	138,931.75	138,765.85	91,135.49	139,434.00	
10% DEBT PAYMENT RES	101,040.00	101,040.00	101,040.00	101,040.00	101,040.00	
ASSIGNED						
CAPITAL PURCHASES						
CAPITAL PROJECTS						
TOTAL CLASSIFIED FUND BAL	232,922.45	239,971.75	341,805.85	294,175.49	342,474.00	
UNASSIGNED FUND BAL	322,267.56	134,107.73	105,200.84	251,332.65	185,547.42	
EST UNASSIGNED	52,752.98	55,572.70	55,506.34	36,454.20	55,773.60	
	131,882.45	138,931.75	138,765.85	91,135.49	139,434.00	
	263,764.89	277,863.50	277,531.70	182,270.98	278,868.00	

FUND	TYPE	ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
				AUDITED ACTUAL	AUDITED ACTUAL	EST BUDGET	2020 ACTUAL	BUDGET

TRASH FUND - INCOME								
80	37	02	GARBAGE FEES - RECEIVED	210,111.66	216,435.34	216,764.13	180,764.13	218,880.00
80	37	02	INCREASE	-	-	-	-	38,892.00
80	37	03	SALES & SERVICE	1,785.00	1,291.00	1,225.00	1,025.00	1,300.00
80	37	08	PASS THRU	-	-	-	-	-
80	39	99	RESERVE	-	-	-	-	-
INCOME				211,896.66	217,726.34	217,989.13	181,789.13	259,072.00

TRASH FUND - EXPENDITURES								
80	52	3+	TOTAL PAYROLL	86,325.42	101,350.21	137,392.76	110,459.40	162,548.00
80	50	02	CONTRACT LABOR	1,635.00	3,250.00	-	-	-
80	52	10	WORK COMP	7,718.00	4,672.50	3,561.00	3,561.00	6,057.00
80	52	15	OFFICE SUPPLIES	347.71	165.98	197.00	157.00	202.00
80	52	16	OPERATING SUPPLIES	1,304.01	1,303.98	1,036.62	941.62	1,145.00
80	52	17	POSTAGE	1,063.38	1,240.65	953.13	793.13	876.00
80	52	20	LEGAL SERVICES	-	-	-	-	-
80	52	21	AUDIT	10,065.00	3,525.00	3,600.00	3,600.00	4,500.00
80	52	22	REPAIRS & MAINTENANCE	99.72	-	1,287.98	1,287.98	106.00
80	52	23	VEHICLE EXPENSE	12,454.01	12,034.97	7,752.42	6,972.42	7,929.00
80	52	24	RENTALS	-	-	-	-	-
80	52	25	SHOP EXPENSE	724.78	1,137.14	734.02	563.02	681.00
80	52	26	TRAVEL & MEETINGS	-	1,536.88	-	-	520.00
80	52	27	INSURANCE & BONDS	4,191.85	3,978.52	6,382.95	6,318.95	4,985.00
80	52	28	UTILITIES	2,854.96	1,972.02	1,941.99	1,623.99	1,576.00
80	52	29	TELEPHONE	177.62	479.28	615.70	458.96	543.00
80	52	30	PUBLISHING & ADS	36.64	11.68	-	-	35.00
80	52	33	DATA PROCESSING	2,271.19	1,366.17	2,671.41	2,542.84	2,172.00
80	52	40	MISCELLANEOUS	-	-	-	-	-
80	52	41	WRITEOFF-UNCOLLECTABLE	-	-	-	-	150.00
80	52	42	LANDFILL FEES	33,624.00	34,842.00	31,032.75	27,832.75	37,868.00
80	52	43	CLEAN-UP DAY	600.00	8,125.00	-	-	1,800.00
80	52	70	CAPITAL OUTLAY	-	-	-	-	-
80	52	71	PASS THRU FUNDS	6,304.17	6,493.10	6,508.66	5,422.66	7,733.00
80	52	99	TRANSFER	-	(10,000.00)	-	-	-
80	59	90	DEPRECIATION	-	5,882.00	17,646.00	-	17,646.00
TRASH EXPENDITURES				171,797.46	183,367.08	223,314.39	172,535.72	259,072.00
				40,099.20	34,359.26	(5,325.26)	9,253.41	0.00

TRASH FUND - SUMMARY					
GARBAGE BEGINNING RESERVE	208,538.28	248,637.48	112,419.74	112,419.74	107,094.48
GARBAGE INCOME	211,896.66	217,726.34	217,989.13	181,789.13	259,072.00
GARBAGE EXPENSE	171,797.46	183,367.08	223,314.39	172,535.72	259,072.00
AUDIT ADJUSTMENT		(170,577.00)			
NET CHANGE	40,099.20	(136,217.74)	(5,325.26)	9,253.41	0.00
GARBAGE ENDING RESERVE	248,637.48	112,419.74	107,094.48	121,673.15	107,094.49
CAPITAL PURCHASES					
TOTAL CLASSIFIED FUND BAL					
UNASSIGNED FUND BAL	248,637.48	112,419.74		121,673.15	107,094.49
EST UNASSIGNED	17,179.75	18,336.71		17,253.57	25,907.20
	42,949.37	45,841.77		43,133.93	64,768.00
	85,898.73	91,683.54		86,267.86	129,536.00

FUND TYPE ACCT	ACCOUNT DESCRIPTION	2018	2019	2020	@10/31/2020	2021
		AUDITED	AUDITED	EST	2020	
		ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET

TOTAL BUDGET SUMMARY						
BEGINNING RESERVE	3,479,500.68	1,658,917.21	1,702,276.86			2,043,737.92
INCOME	2,712,449.83	2,992,118.90	3,199,837.37			4,021,652.00
EXPENSE	2,906,508.84	2,627,971.24	3,158,815.06			4,249,830.00
AUDIT ADJUSTMENT	(1,626,524.46)	(320,788.01)	-			-
NET CHANGE	(1,820,583.47)	43,359.65	41,022.31			(228,178.00)
ENDING RESERVE	1,658,917.21	1,702,276.86	1,743,299.17			1,815,559.91

AGENDA SUMMARY FORM



Clark's End Minor Subdivision

Summary:

Minor subdivision request. Administrator recommendation and complete application materials in packet.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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



ADMINISTRATOR REPORT

TO: TOWN COUNCIL

FROM: *CORINNE FERGUSON*

SUBJECT: CLARK'S END MINOR SUBDIVISION

Lynn Mattingly provided an initial major subdivision application and variance request for planning commission and Council review in 2019. The hearing was finalized, and application denied August 27, 2019 with the main concern being traffic access along Clark Avenue. The applicant provided an alternative minor subdivision application for review August 28, 2020. The application was deemed complete October 9, 2020.

See below:

Requirements for Administrator Review Per Municipal Code Article 6 Division 3 and amending Ordinance 2018-03:

Complete application packet and Fee payment. – Reviewed as submitted, deemed complete 10/9/2020.

Requirements for Administrator Recommendation of Approval Per amending Ordinance 2018-03:

- (1) All such proposed parcels are divided by, or parallel to and part of the original lot, tract or parcel lines on the Town Plat; **Refer to Plat Map J19031 - COMPLETE**
- (2) All the developed proposed parcels have the applicable yard setbacks which can be required for the existing structures; **Proposed Lot 1 – 3 are vacant – lot size permits development within setback requirements.**
- (3) All structures on proposed parcels do not exceed the maximum coverage area allowed in the subject zone district; - **COMPLETE**
- (4) All of the proposed areas of the proposed parcels conform to the zoned uses and dimensional characteristics of lots or tracts in the applicable Zone District of the Town regulations; **COMPLETE – Proposed Lot 1-3 retain current zoning R-2 medium density residential. Required minimum lot size for R-2 permitted by right is 8,000 square feet. Proposed lot 1 is 13,421.7 sq ft. Proposed lot 2 is 14,771.5 sq ft. Proposed lot 3 is 19,626.6 sq ft. All water and sewer taps paid in full for construction of a maximum of two (2) single family dwellings or duplex on each lot.**

(5) The minor subdivision application creates no more than three additional parcels; **COMPLETE – three (3) lots proposed in application.**

(6) None of the proposed parcels violates any Section of the Town regulations; **COMPLETE – all variance requests have been adjusted to meet code requirements.**

(7) The minor subdivision complies with the criteria in Sec. 17-6-250; **CORRECT (Board review requirements)**

(8) The application has been referred to all affected Town departments and utility companies for review and comment at least fifteen (15) days prior to a decision on the application; **COMPLETE – No objections**

(9) Minor subdivision applications shall not be available more than one time on the same lot or adjacent lots under the same ownership. **COMPLETE – No subdivisions have occurred under new ownership which occurred January 2019.**

Requirements for Review and Town Council Approval Per amending Ordinance 2018-03:

(1) Comply with all applicable zoning requirements of the zone district in which the minor subdivision is located;

(2) Have a front parcel line on a street only, and such parcel access shall have the following characteristics:

a. Said front parcel line must be at least twenty-five (25) feet long or the minimum lot width for the applicable zone district, whichever is shorter;

b. The vehicular access to any primary structure on a parcel shall be from a street, must be a minimum of twenty-five (25) feet wide along its entire length, and must be owned in fee simple by the owner of the parcel being accessed;

c. Vehicular access to a primary structure from an alley, including the access required pursuant to this Subsection, may be approved by the Board of Trustees only if either one (1) of the following conditions exists:

1. The primary vehicular access existed from an alley prior to the filing of the application for a minor subdivision approval; or

2. The division between subdivision parcels is a stream or similar physical barrier preventing vehicular access from the street (in such case, the applicant shall provide additional land to create an alley at least twenty (20) feet wide from the subject parcel to the nearest Town street and upgrade the alley to Town standards or in the absence thereof, to the approval of the Town Public Works Director); or

3. No street access exists.

- (3) Provide for underground utilities upon each building site;
- (4) Provide for adequate fire and flood protection and emergency access;

(5) Not increase the potential for breach of the public safety, or damage to public or private property by fire, flood or erosion;

(6) Not create congestion, automotive or pedestrian safety problems or other traffic hazards;

(7) To be designed in a manner that directs the placement of roads, utilities and structures away from any unstable soils, or mitigates the effect of unstable soils, geologic hazards, and other site conditions so as to minimize the potential for breach of the public safety, or damage to public or private property;

(8) Not create significant adverse effects to public facilities, rights-of-way or utilities;

(9) Not create significant adverse impacts on the use of adjacent property;

(10) Otherwise be consistent and comply with the objectives purposes, conditions and requirements of these subdivision regulations and the zoning ordinance of the Town regulations; and

(11) If deemed appropriate by the Town Administrator or the Board of Trustees, execute a subdivision improvements agreement memorializing the applicant's obligation and agreement to construct, at the applicant's cost and expense, all public and private utility and street improvements in accordance with the Town's utility and street standards. The guaranty that such will be timely completed to the Town's satisfaction shall be secured by a bond or other security acceptable to the Town, in the sole discretion of the Board of Trustees, equal to one hundred fifty percent (150%) of the estimated cost of completion of such improvements, as determined by the Board of Trustees.

Knowing the voiced concern from the Clark Avenue neighbors regarding potential development of the proposed lots the Town – in conjunction with the applicant – posted on-site the scheduled minor subdivision review and plat map as well as hand-delivered a copy of said posted notification to each neighbor. At the time of this report I have received no comments regarding the application.

Having reviewed and confirmed all requirements and information provided it is my recommendation to the Board the approval of Clark's End Minor Subdivision as provided.

MINOR SUBDIVISION APPLICATION

Name LYNN D. MATTINGLY Application Date 8-28-2020
Property Address 161 050 Rd Board of Trustees _____
Telephone Number _____ Meeting Date 11-24-2020

MINOR SUBDIVISION

The division of land that meets the following condition:

1. The division of a parcel of land into three lots or less. A parcel of land may only be subdivided into three lots or less under the minor subdivision procedures once. Any subsequent subdivision, except for condition 2 below, must follow the procedures for a major subdivision.

Applications for Minor Subdivisions shall be filed at least 45 days in advance of the meeting at which they are to be reviewed by the Town Administrator or designee. Incomplete applications shall result in denial of application acceptance and returned for completion, consequentially delaying hearings.

The application shall include the following:

- Application fee of \$500.00
- A legal description of the property
- Proof of ownership
- Location Improvement Certificate certified by a Colorado licensed surveyor
- Plat of the proposed subdivision parcels sufficient to determine the size and area of each proposed parcel and describing each such parcel, as a portion of a lot, tract, or parcel, or lots, or tracts, or parcels on the Town Plat. The plat shall also identify the location of all public rights-of-way, location and size of the vehicular access to each parcel and the location of all utilities and all utility easements
- Narrative Statement describing fire protection, emergency access, flood protection and proposed vehicular access
- Copy of any restrictive covenants that are proposed or have been recorded affecting the lots, tracts or parcels that are the subject of re-subdivision
- Any other information or documents requested by the Town Administrator that are necessary to render a decision under the criteria hereinafter set forth

The undersigned agree that the real property described on the site plan shall be developed only in accordance with the approved site plan and other provisions of the building and zoning regulations of the Town of Paonia.

I. Project Summary

Please answer only the questions that apply to your minor subdivision request. Any additional information, which would be beneficial in the consideration, may be noted in the "Comments" section or on an additional attachment.

this is reprinted on p1 of attachments

- a. Reason for Minor Subdivision To provide medium dense housing within the Panna Town limits with existing infrastructure
- b. Current Zoning of Property R2
- c. How will fire and flood protection be provided? Town of Panna recently placed a fire hydrant at top of this property and at base of this property where Colorado will end in a cul de sac with 400' diameter.
- d. How will emergency access be provided? The proposed 50' radius (101' diameter) cul de sac will provide simple emergency access to lots 1 & 2. Lot 3 is accessible from OSRD/Colorado Ave.
- e. Provide a description of the proposed access to each proposed parcel Lot 3 has a permitted driveway off of OSRD/Colorado Ave. Lots 1 & 2 will have driveways off the proposed cul de sac. *See note
- f. What additions/changes in utilities will be necessary? Include water, sewer, gas, and electric. Water + Sewer taps (6 each) are owned and will be hooked up as per engineering report. DMEA will supply electric service + fiber optic cables. All will use easements on plots.
- g. Will property have Commercial/Private or Public Use? Residential use
- h. Anticipated traffic flow and volume? 28 trips/day (7 trips per household 4 homes when built out) (ITE TRIP GENERATION Report 10th ed 2018)

Comments:
* Exact location of driveway access to Lot 1 & Lot 2 will be off the cul de sac, but be determined by the design + placement of structures on the parcel.

If gas is provided, Bialk-Hill Energy will run gas line up Center St + provide to cul de sac

II. Public Notice Requirements

Property has been posted notifying meeting before the Board of Trustees. Said sign to be at least 2 foot by 2 foot (2'x2') and posted for at least 15 days prior to said meeting.

III. Acknowledgement to Pay Fees

This application must be completed and a **non-refundable** fee of **\$500.00** is assessed to cover the administrative costs. **Payment must accompany this application. By signing below, I acknowledge that I will be billed for any overages of costs incurred for this Minor Subdivision.**

SIGNED [Signature]

DATE August 27, 2020

Accepted by: [Signature] Date: 8.28.2020

CLARK'S END MINOR SUBDIVISION

REQUIRED INFORMATION

a. Reason for Minor Subdivision To provide medium dense housing within the Paonia Town limits with existing infrastructure

b. Current Zoning of Property R2

c. How will fire and flood protection be provided? The Town of Paonia recently placed fire hydrants at both the top of this property along O50 Rd/Colorado Ave and at the base of the property where the cul-de-sac will meet Clark Ave. The proposed 50' radius (100' diameter) cul-de-sac will provide access for emergency vehicles. There will be small depressions on either side of the base of the cul-de-sac to collect and percolate rain water.

d. How will emergency access be provided? The 50' radius cul-de-sac will provide emergency access to all lots. In addition Lot 3 may be accessed off O50 Rd/Colorado Ave.

e. Provide a description of the proposed access to each proposed parcel. Lot 3 has a permitted driveway off of O50/Colorado Ave. Lots 1 and 2 will have regular driveways off the cul-de-sac. The exact location of each driveway will be determined by the design and placement of structures on that parcel.

There will be a note on the plat that states "There will be no on street parking. Each residence is required to provide a minimum of three off street parking places."

f. What additions/changes in utilities will be necessary? Include water, sewer, gas, and electric. Developer owns Water and Sewer taps which will be connected along the water and sewer lines that already traverse the parcel. DMEA will supply electric and fiber optic cable to the three lots, possibly from O50/Colorado Ave side. If gas is elected, Black Hills will run a line up Clark Ave. three quarters around the cul-de-sac. Please refer to plans on the engineering plat.

g. Will property have Commercial/Private or Public use? Properties will have residential use. The pedestrian walkway and cul-de-sac public use areas will be deeded to Town of Paonia.

h. Anticipated traffic flow and volume? On Clark Ave - 28 auto trips per day at build out with four residences using the cul-de-sac. There will be 14 auto trips per day added to O50 Rd/Colorado Ave. (source ITE Trip Generation Report 10th Ed. 2018)

CLARK'S END MINOR SUBDIVISION

ADDITIONAL INFORMATION IN SUPPORT OF THE NEIGHBORHOOD

The submission of this parcel as a minor subdivision reduces the number of potential residences from eight to six (one fourth). This proposal keeps the neighborhood friendly pedestrian walkway and will maintain the character of this area of Paonia.

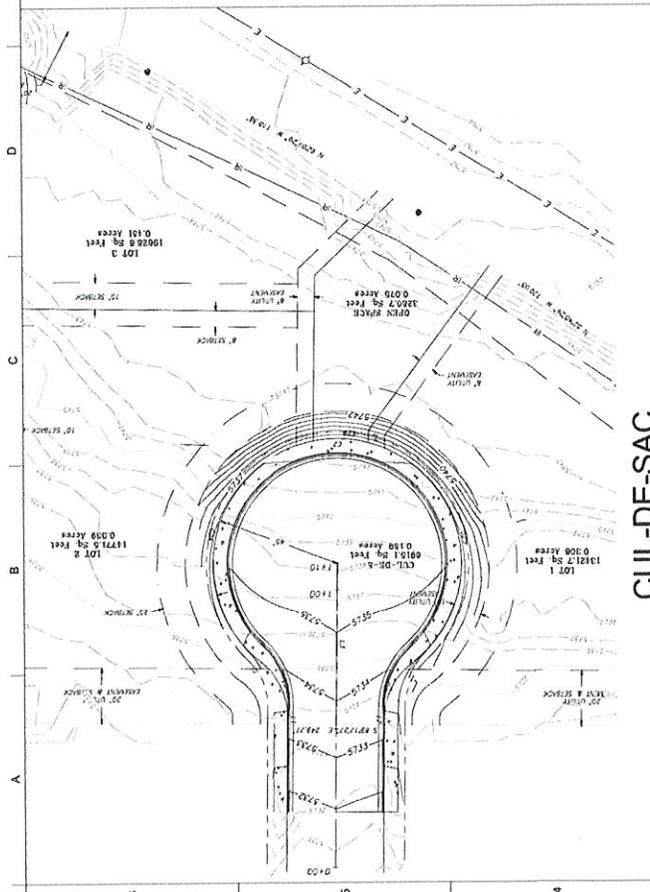
The concerns of traffic and parking raised in the initial Major Subdivision process have been revisited.

The concept of a through street from Clark to (O50 Rd) Colorado Avenue requires backfill for a large percentage of the 1.33 acres. A "through street" would start below the subdivision, even with the upper existing homes on Clark and ascend to the height of O50, requiring more infill for the proposed (new) driveway and home construction. The resulting view from existing Clark Avenue homes would be of fill and homes, not landscape. The views from the new homes, unless also raised high by fill, would be of the road in front of them. Please see attached page from Odisea Engineering to help understand this predicament and why the decision to have a cul-de-sac is more sensible.

There will be no parking allowed on the cul-de-sac. Each residence will be required to provide a minimum of three parking spaces on the lot. The estimated traffic will be reduced as there will be a maximum of four residences using the cul-de-sac. Lot 3, which lies on higher ground, uses an existing permitted driveway off of (O50Rd)Colorado Ave. The choice of a cul-de-sac also will limit the auto traffic to just Clark Avenue residents. The 50' radius (100'diameter) cul-de-sac provides safety features for the neighborhood, including easy snow removal, trash pick up and emergency access.

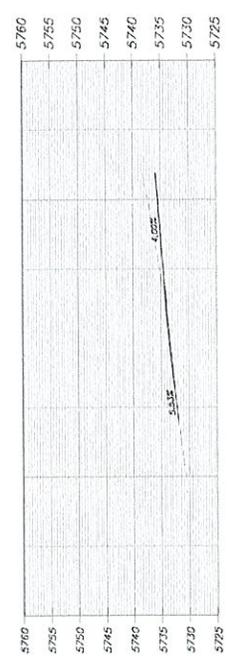
The proposed pedestrian walkway encourages walking and biking as alternatives to driving. It is designed to be neighborhood enhancing. The path will be a four to five foot wide paved "trail" with an iron railing (Ira Houseweart design and construction) on one side.

The addition of three parcels providing as many as six residences within the boundaries and existing infrastructure of the Town of Paonia is an exciting opportunity. The development will make modest housing available to our community and enhance our economy.

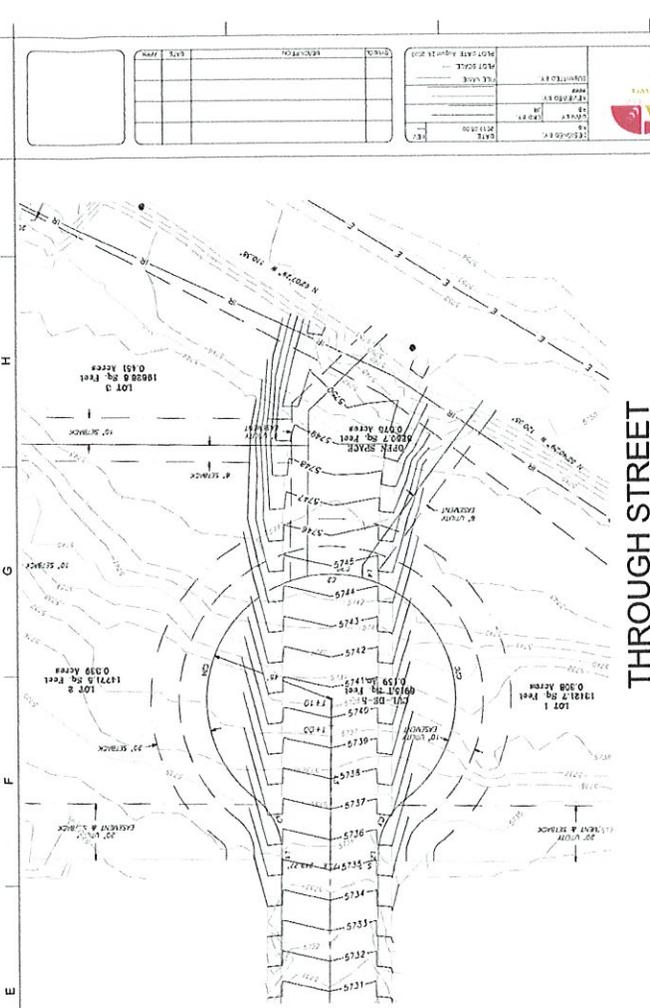


CUL-DE-SAC

PROPOSED DRAINAGE
EXISTING DRAINAGE
PROPOSED DRIVE

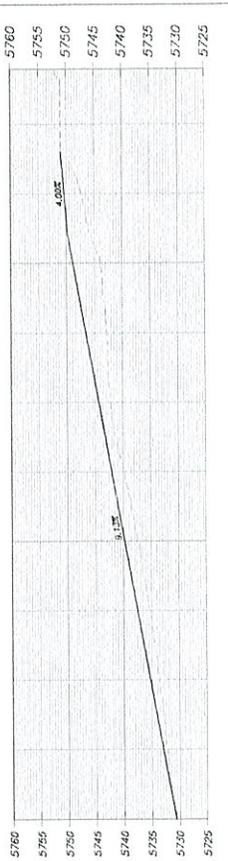


- ~800 CUBIC YARDS OF EARTHWORK
- COMPLIANT GRADES
- DISABLES THROUGH TRAFFIC
- MORE READILY MAINTAIN DRAINAGE PATTERNS
- LESS IMPERVIOUS AREA



THROUGH STREET

PROPOSED DRAINAGE
EXISTING DRAINAGE
PROPOSED DRIVE



- ~1,500 CUBIC YARDS OF EARTHWORK
- NON-COMPLIANT GRADES
- ENABLES THROUGH TRAFFIC
- DISRUPTS EXISTING DRAINAGE PATTERNS
- MORE IMPERVIOUS AREA

		CLARK'S END MINOR SUBDIVISION PAONIA, COLORADO	
DATE: 08/11/2010 PROJECT: CLARK'S END MINOR SUBDIVISION DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	SHEET NO.: 97 TOTAL SHEETS: 100	PLAN & PROFILE EXHIBIT	PROJECT NO.: [Number]



The Title Company
of Delta County, LLC

OWNERSHIP AND ENCUMBRANCE REPORT

Lynn D. Mattingly

File Number: 32001022

Legal Description:
See Exhibit "A"

Title Owner's:
Warranty Deed from A. Paul Douglas to Lynn D. Mattingly recorded January 15, 2019
at Reception Number 708364.

Encumbrances:
None

Judgments:
NONE

Taxes:
Tax Account Number R008625 in the amount of \$1,802.48 For Tax Year 2019, are Paid
in Full

The Title Company of Delta County, LLC furnished the foregoing information for your
sole use and benefit with the understanding that this information is in no way
guaranteed or certified, and is not to be construed as an Abstract of Title, nor an
Opinion of Title, nor a Guaranty of Title and the Company's Liability is limited to
the amount of fees collected.

Certification date: July 8, 2020 at 08:00 am.

Dated this 14th day of July 2020



THE TITLE COMPANY COMPANY OF DELTA COUNTY, LLC

970-874-9557
Fax: 970-874-9566
721 Main Street, Suite 6
Delta, Colorado 81416

Statement of Taxes Due

Account Number R008625
Assessed To

Parcel 324505249007
MATTINGLY LYNN D
14911 ROYAL RD
PAONIA, CO 81428-4105

Legal Description	Situa Address				
<small>CLARK RD PAONIA 81428 S 5 E 14S R 91W Subdivision B-B ADDITION Lot 7 TOTAL AC 1.41-- (N167 W, S120 4, E50 0 97 0, CLARK RD PAONIA W115 6 1 0 1 7 B R ADD PL OF SEC 5 THX R91W 5E14 R91 SW COR HAMMONDS ADD PAONIA CO F309 TO BUG NORTH 1200 FT E150 80 FT 50' E 54 10' W 113 0 1 0 6 1 5 9 W 159 7 5 6 Additional Legal on File</small>					
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	\$1,802.48	\$0.00	\$0.00	(\$1,802.48)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 07/14/2020					\$0.00

Tax Billed at 2019 Rates for Tax Area BR - - BR-

Authority	Mill Levy	Amount	Values	Actual	Assessed
DC SCHOOL DIST 50 - GENERAL	22.6560000	\$577.71	0100 - vacant residential lots	\$76,000	\$22,040
DC SCHOOL DIST 50 - BOND RE	4.9740000	\$126.83	0600 - minor structures	\$11,928	\$3,459
DC SCHOOL DIST 50 - ABATEME	0.0150000	\$0.38			
DELTA COUNTY - GENERAL FUND	13.2050000*	\$336.70	Total	\$87,928	\$25,499
DELTA COUNTY - SOCIAL SERVI	2.0000000	\$51.00			
DELTA COUNTY - ABATEMENTS	0.0110000	\$0.28			
TOWN OF PAONIA	8.3220000	\$212.20			
PAONIA CEMETERY DISTRICT	0.8380000*	\$21.37			
FIRE DISTRICT #2	3.1590000*	\$80.55			
NF WATER CONS DIST - GENERA	0.0610000	\$1.56			
NF WATER CONS DIST - BOND F	0.5000000	\$12.75			
COLORADO RIVER WATER CONS D	0.2340000*	\$5.97			
NORTH FORK MOSQUITO ABATEME	1.6420000*	\$41.87			
DELTA COUNTY MEMORIAL HOSPI	0.9360000*	\$23.87			
NORTH FORK AMBULANCE HEALTH	5.5540000	\$141.62			
NORTH FORK POOL, PARK & REC	2.5000000	\$63.75			
DELTA COUNTY LIBRARY - GENE	3.0000000	\$76.50			
COLORADO RIVER WATER CONS D	0.0010000	\$0.03			
COUNTY R & B 1/2 SHARES	0.5000000	\$12.75			
PAONIA R & B 1/2 SHARES	0.5000000	\$12.75			
DELTA COUNTY ECONOMIC DEVEL	0.0800000	\$2.04			
Taxes Billed 2019	70.6880000	\$1,802.48			
* Credit Levy					

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER SEPTEMBER 1ST. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments or manufactured homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

A. Paul Douglas

STATE OF COLORADO

} ss.

County of Delta

The foregoing instrument was acknowledged before me this 15th day of January, 2019
by A. Paul Douglas

ROBIN S. BLACK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #10904006112
My Commission Expires April 26, 2020

Witness my hand and official seal.
My commission expires:

Robin S. Black

Notary Public

*Insert "City and" if applicable.

Name and Address of Person Creating Newly Created Legal Document (49-35-106.5, C.R.S.)

UNOFFICIAL COPY

Copy



No. 2826

INCORPORATED UNDER THE LAWS OF
STATE OF COLORADO.

Shares 2.5

Stewart Ditch & Reservoir Company

This Certifies that

2.5

Lynn D. Methingly

Shares

is the owner of
of the Capital Stock of

Transferred only on the books of the Corporation by the holder
herein in person or by Attorney upon surrender of this Certificate
properly endorsed.

In Witness Whereof,

signed by its duly authorized officers and its consent with the Seal of the Corporation
this 15th day of March A.D. 2019

Karl Swann

President

Paul DeLoach

Secretary



SHARES
2.5
EACH

**DECLARATION OF
PROTECTIVE COVENANTS
CLARK'S END MINOR SUBDIVISION
TOWN OF PAONIA, DELTA COUNTY, COLORADO**

This Declaration of Protective Covenants is intended to apply to all lots located in the Clark's End Minor Subdivision from and after the date of recording of the plat of said Subdivision and the subsequent recording of this Declaration in the records of the Delta County.

1. DECLARANT, DECLARATION AND PROPERTY: The Declarant for the purposes of this Declaration of Protective Covenants is Lynn Mattingly. Declarant is the Owner of property (the "Property") located within the Town of Paonia, Delta County, Colorado which property is described in the Deed recorded at Reception No. 708364, Delta County Records. The Property includes 2.5 shares of the Stewart Ditch and Reservoir Company.

Declarant intends to subdivide, sell and transfer individual Lots located within the real Property above described and to impose upon said Lots these mutually beneficial covenants under a general plan of improvement and development to enhance the value desirability, attractiveness and salability of such Lots and for the benefit of all of the Lots.

Accordingly, the Declarant hereby declares that all of the lots included within and making up the Property, and the irrigation water shares, shall be held, sold, conveyed, used, improved, occupied and resided upon in conformity with and subject to the following covenants which are for the purpose of protecting the value and desirability of and which shall run with all of the Property, and be binding upon and inure to the benefit of all parties having any right, title or interest in any of the Property, or any part thereof, their heirs, successors and assigns.

2. DEFINITIONS.

2.1 "Declarant" shall mean Lynn Mattingly.

2.2 "Owner" shall mean the record owner(s), whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation such as mortgagees.

2.3 "Property" and "Properties" shall mean all of the real property identified as the South Park Street Subdivision, according to the recorded plat and filings thereof including the 2.5 shares of the Stewart Ditch and Reservoir Company.

2.4 "Lot" shall mean and refer to any plot or parcel of land identified as such and shown upon a recorded subdivision plat or filing of the Property (as defined in 2.3).

2.5 "Common Expense" shall mean and refer to the actual cost to the Owners of the following: repair, maintenance, improvement, and renovation of the irrigation ditches, head

gates, pipelines and diversion boxes, if any, and expenses associated with other Common Property, for the management and administration thereof.

2.6 "Declaration" shall mean and refer to this Declaration of Covenants for the Clark's End Minor Subdivision.

2.7 "Homeowners' Association" shall mean and refer to the Clark's End Minor Subdivision Homeowners' Association.

3. HOMEOWNER'S ASSOCIATION: The real property comprising Clark's End Minor Subdivision shall be governed by a Homeowners' Association to be created, namely, "Clark's End Minor Subdivision Homeowners' Association" (hereafter "Association"), for the purposes of holding title to, regulating the use of, and assessing the owners for any property the use of which generally benefits all owners and which property is not owned or maintained by a government entity (hereafter "Common Property"). The Lots shall be subject to this Declaration of Protective Covenants as administered by the Association.

3.1 An Owner of a lot, upon becoming such an Owner, shall be entitled and required to be a member of the Association that is ultimately formed, and shall remain a member of the Association for the period of the Owner's ownership. An Owner shall be entitled to one membership for each lot owned by the Owner. If title to a lot is held by more than one person, the membership related to said Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Lot is held. Each membership shall be appurtenant to the Lot which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of a Lot; provided, however, that the rights of membership may be assigned to a mortgagee as further security for a loan secured by a lien on the Lot.

3.2 The Association shall have one class of membership. Each membership shall be entitled to one vote. The decision of a majority of the members of the Association shall be the decision of the Association.

3.3 The purpose of the Association shall be to make rules and regulations pertaining to the use of the common property, to obtain such insurance as is necessary, to determine when repairs, maintenance, replacement or construction of common property shall be necessary, to enforce these Covenants and to hire qualified agents to perform services as needed and to assess the Owners for the costs of such services.

4. Covenants Relating to Irrigation Water: Two and one-half (2 ½) shares of the Stewart Ditch and Reservoir Company are delivered to the subdivision. Each of the three lots in the subdivision shall be entitled to the equivalent of one-third of all irrigation water delivered to the Subdivision. The details of such delivery shall be determined by the owners of the lots in the Subdivision through the Homeowner's Association to be created. The by-laws and/or operating agreement of the Homeowner's Association will govern the management of the irrigation water, which management shall include, but is not limited to, the payment of all charges and fees associated with the irrigation water, maintenance of the delivery system which is designed to

deliver water to each lot and the actual method of delivery, either constant delivery of a portion of the water or a schedule for the shared use among the lots of greater portions of the water for specified periods of time.

5. Covenants Relating to Off- Street Parking: Since no on-street parking of vehicles will be allowed in the Subdivision cul-de-sac, each lot in the minor subdivision shall have at least three (3) off-street parking spaces.

6. Construction of Buildings: All buildings and structures to be located upon any of the lots in the Subdivision must comply with all Building Code and other Town of Paonia requirements.

7. Assessment for Common Expenses:

7.1 Each Owner of any lot by acceptance of a deed or contract for deed, whether or not it shall be so expressed in such deed or contract for deed is deemed to covenant and agree, to pay all assessments imposed by the Association to meet the estimated Common Expenses. Assessments for the Common Expenses shall be due monthly or at such intervals as may be set by the Association from time to time.

7.2 The Assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the property and in particular for the improvement, operation and maintenance of any common property and for the conduct of the Association's business and fulfillment of the Association's rights and obligations. Except as otherwise set forth herein, or within any Association documents, the amount of the assessment for the Common Expenses which shall be paid by each Owner shall be determined by dividing the aggregate sum the Association reasonably determines to be paid for Common Expenses by the total number of parcels within the Property, and the Owner of each parcel shall pay his proportionate share of such aggregate.

7.3 Assessments made by the Owners against each Owner for his or her proportionate share of the Common Expenses shall be the personal and individual debt of the Owner at the time the assessment is made. Should the Association seek to recover a money judgment for unpaid Common Expenses, legal interest, costs, and attorney's fees shall be added to the amount of unpaid Common Expenses. No Owner may except him- or herself from liability for such contribution toward Common Expenses by waiver of the use and enjoyment of the Property for which such Common Expenses were incurred.

8. Duration of Covenants: The Covenants contained in this Declaration are covenants running with the land and shall remain in full force and effect in perpetuity from the date hereof until such Covenants are either amended or abandoned.

9. Binding Effect: Each Owner of any Lot, by acceptance of a deed conveying any of the Lots, shall accept title thereto upon and subject to each and all of the covenants herein contained, and by acceptance, shall for him- or herself, his or her heirs, personal representatives, successors and assigns, covenant, agree and consent to these Covenants and agrees to keep, observe, comply with and perform said Covenants. These Covenants are intended and imposed

for the direct, mutual and reciprocal benefit of each and all of said Lots and the Owners thereof, and to create mutual and equitable servitude upon each of said Lots in favor of each other Lot, and reciprocal rights and obligations and privity of contract and estate between the grantees of said Lots, and their respective heirs, successors and assigns.

10. Waiver: Any variance, waiver or release of these Covenants granted by the Association or any acquiescence or failure of the Association to enforce any violation of the Covenants, shall not be deemed to be a waiver of any Covenant in any other instance.

11. Severability: In the event that any one or more provisions contained in these Covenants shall be held by any court of competent jurisdiction to be null and void, all remaining provisions as herein set forth shall continue unimpaired and in full force and effect.

12. Compliance: Each Owner and/or member shall comply strictly with the provisions of this Declaration and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to so comply shall be grounds for an action against the non-complying Owner or member to recover sums due and for damages or injunctive relief or both. The Action shall be maintainable for the Association, or in a proper case, by an aggrieved Owner. The non-complying Owner or member shall pay the costs of any such action together with the reasonable attorney fees of the Owner or Association. Failure by an Owner of the Association to enforce any Covenant contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

13. Amendment: This Declaration may be amended by written amendment approved by the majority of the Owners.

IN WITNESS WHEREOF, the undersigned Declarant has caused this document to be executed this ___ day of _____, 20__.

DECLARANT

Lynn Mattingly

STATE OF COLORADO)
) ss.
COUNTY OF DELTA)

Subscribed, sworn to, and acknowledged before me by Lynn Mattingly, on _____,
2020.

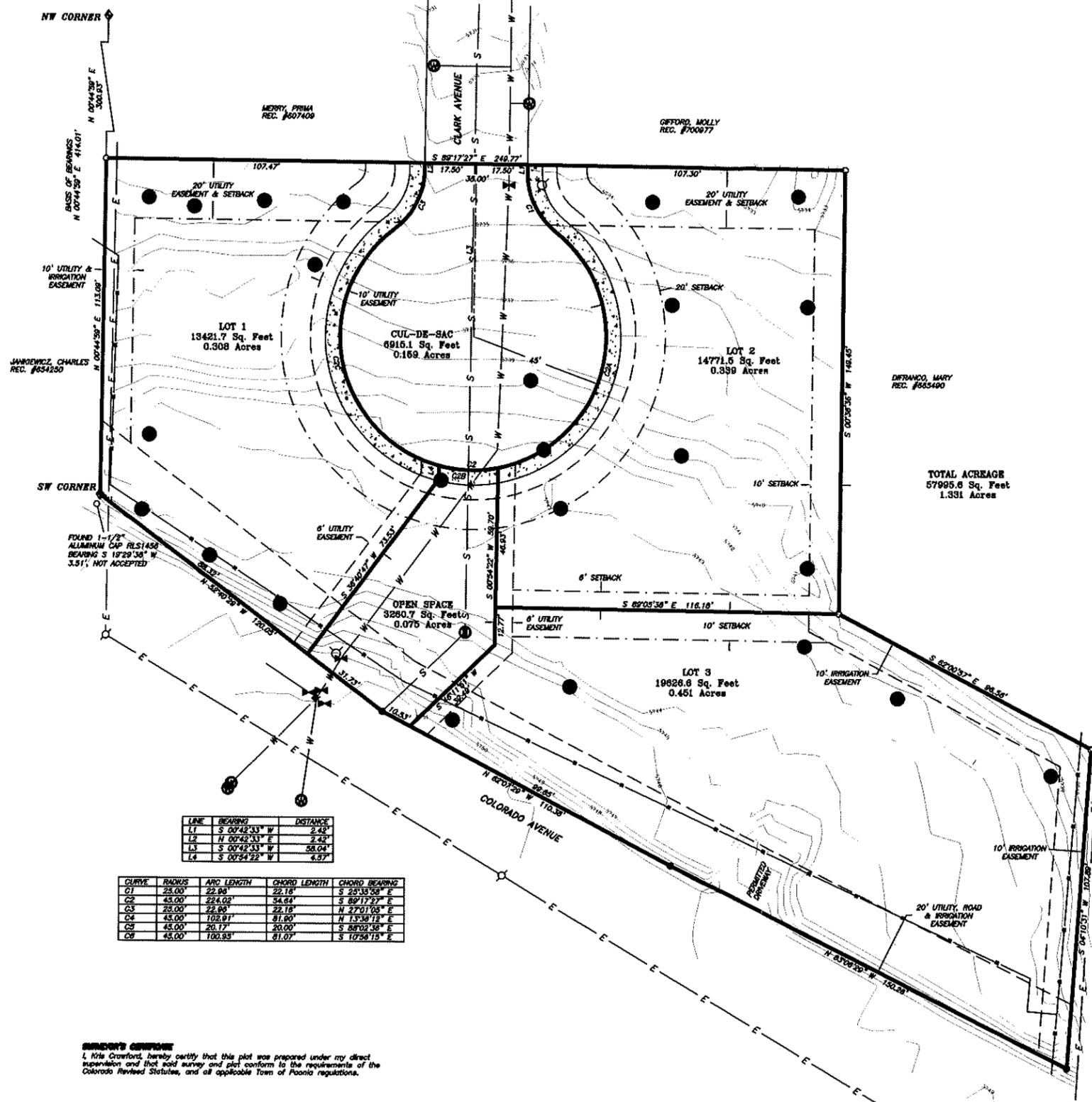
Witness my hand and official seal.

My commission expires: _____.

Notary Public
[SEAL]

CLARK'S END SUBDIVISION

WITHIN THE B.R. ADDITION THE TOWN OF PAONIA
WITHIN SEC. 5, T.14S., R.91W., 6TH P.M.
TOWN OF PAONIA, DELTA COUNTY, COLORADO



TOTAL ACREAGE
57995.6 Sq. Feet
1.331 Acres

GENEALOGY OF REMOVAL AND OWNERSHIP
KNOW ALL MEN BY THESE PRESENTS that the undersigned Lynn D. Mattingly, being the owner(s) of certain lands in the Town of Paonia, Colorado, to wit:
A parcel of land located within the B.R. Addition to the Town of Paonia, Colorado, having a description based upon a bearing of N.00°44'59"E from the SW corner of the B.R. Addition to the NW corner of the B.R. Addition, with all other bearings relative thereto and being more particularly described as follows:
Beginning at the SW corner of the B.R. Addition and running thence along the west line of said B.R. Addition N.00°44'59"E, 113.02 feet; thence leaving said west line S.89°17'27"E, 249.77 feet to the east side of the B.R. Addition; thence along said east side the following three (3) courses: (1) S.00°36'36"W, 149.43 feet; (2) thence S.82°00'37"E, 98.56 feet; (3) thence S.04°10'31"W, 107.89 feet to the south side of the B.R. Addition, also being the northern right of way line of Colorado Avenue; thence along said south side of the B.R. Addition the following three (3) courses: (1) N.63°08'29"W, 150.26 feet; (2) thence N.82°07'29"W, 110.38 feet; (3) thence N.82°40'29"W, 120.05 feet to the Point of Beginning, containing 1.331 acres, more or less.
Town of Paonia, County of Delta, State of Colorado

Now by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of SOUTH CLARK AVENUE SUBDIVISION, and shall dedicate grant and convey to the Town of Paonia, State of Colorado for the use of the public Streets hereon shown as each sub-phase occurs. Also the utility easements shall be dedicated as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, domestic water lines and telephone lines, as each sub-phase occurs.
Dedicated easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns for the purposes therein stated together with the right to trim or remove interfering trees and brush. Furthermore, the owners of lots or tracts hereby platted shall not burden nor overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement for Town, and SOUTH CLARK AVENUE SUBDIVISION and public utility purposes.
Executed this ____ day of _____ A.D., 20__.

Lynn D. Mattingly
STATE OF COLORADO)
COUNTY OF DELTA) ss.
The foregoing certificate of Ownership and Dedication was acknowledged before me this ____ day of _____ A.D., 20__ by Lynn D. Mattingly
My commission expires: _____
Witness my hand and official seal.
Notary Public

PAONIA SURVEYOR CERTIFICATE
Approved for content and form only, not the accuracy of survey, calculations, or drafting. This plat conforms to Section 38-51-106, Colorado Revised Statute.

Surveyor Date
TOWN MAJOR CERTIFICATE
Approved by the Town of Paonia Mayor this ____ day of _____ A.D., 20__

Town Mayor

Town Clerk

TYPICAL LEGEND

- Set Mag Nail in Asphalt
- Set 6/8" rebar 30" long with 2" aluminum cap PLS38285
- Set 5/8" rebar with 2" aluminum cap as Witness corner or linepin PLS38265
- Set 3/4" rebar 30" long with 3-1/4" aluminum cap PLS38265
- Found 3-1/4" cap Colorado Department Of Transportation right-of-way monument
- Found 6/8" rebar with 1 1/2" aluminum cap RLS 1456 or as noted
- Found 3-1/2" brass cap Bureau of Reclamation
- Sewer Manhole
- Water Meter
- Water Valve
- Fire Hydrant
- Fencelines
- Electric (overhead)
- UE Electric (underground)
- W Water line
- E Easement
- Building Setback
- S Sewer line
- IRR Irrigation line

BASIS OF BEARINGS:
N.00°44'59"E, FROM THE SW COR. OF B.R. ADDITION TO THE NW COR. OF B.R. ADDITION TO THE TOWN OF PAONIA
GEODEIC NORTH
GPS OBSERVATION
SCALE 1"=20 U.S. SURVEY FEET

LINE	BEARING	DISTANCE
L1	S 00°42'33" W	2.42'
L2	N 00°42'33" E	2.42'
L3	S 00°42'33" W	28.04'
L4	S 00°54'22" W	4.97'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	22.98'	22.16'	S 29°38'58" E
C2	45.00'	224.02'	34.84'	S 89°17'27" E
C3	25.00'	22.98'	22.16'	N 27°01'06" E
C4	45.00'	102.91'	81.90'	N 13°58'12" E
C5	45.00'	20.17'	20.00'	S 89°02'38" E
C6	45.00'	100.85'	81.07'	S 10°58'15" E

SURVEYOR'S CERTIFICATE
I, Kris Crawford, hereby certify that this plat was prepared under my direct supervision and that said survey and plat conform to the requirements of the Colorado Revised Statutes, and all applicable Town of Paonia regulations.

Kris Crawford PLS 38253 Date

WILMORE & COMPANY
PROFESSIONAL LAND SURVEYING, INC.
406 Grand Avenue P.O. Box 1652 Paonia, Colorado 81428
970.527.4200 PHONE 970.527.4202 FAX
www.wilmorelandsurveying.com
EMAIL: krc@wilmorelandsurveying.com
Defining Boundaries

CLARK'S END SUBDIVISION
WITHIN THE B.R. ADDITION THE TOWN OF PAONIA
WITHIN SEC. 5, T.14S., R.91W., 6TH P.M.
TOWN OF PAONIA, DELTA COUNTY, COLORADO
J19031 PLAT 2020 24 AUGUST 2020

Property Record Card

DELTA COUNTY Delta County Assessor

MATTINGLY LYNN D

14911 ROYAL RD
PAONIA, CO 81428-4105

Account: R008625

Tax Area: BR- - BR-
Acres: 1.430

Parcel: 324505249007

Situs Address:
CLARK RD
PAONIA, 81428

Value Summary

Value By:	Market	Override
Land (1)	\$76,000	N/A
Extra Features (1)	\$11,928	N/A
Total	\$87,928	\$87,928

Legal Description

CLARK RD PAONIA 81428 S: 5 T: 14S R: 91W Subdivision: B R
ADDITION Lot: 7 TOTAL AC 1.43+- (N107.5', S120.4', E50.0'+97.0',
W115.6') LOT 7 B R ADD. PT OF SEC 5 T14S R91W 6PM BEG AT
SW COR HAMMONDS ADD PAONIA S1* E300' TO BEG N89*14'
E250' S1* E150' S63*59' E96.8' S3*18' W114.6' N63*59' W150.7'
N63*W110.7' N53*33' W120.4' N1* W115.6' TO BEG BK 441 PG 1524
(R-345594) BK 674 PG 134 BK 679 PG 186 BK 680 PGS 529 THRU 533
BK 693 PGS 822 & 823 R-350896 ANNEX R708364



Public Remarks

Entry Date	Model	Remark
08/18/2003		MAIL ADD CHNGD/OWNR'S REQUEST 8-03 GW
01/22/2019		TD INVENTORY FORMS MAILED. JW 1/31/19 FORMS RETURNED AND SCANNED IN. JW
03/20/2019		1/31/2019 CHECKED SALE-SMALL UTILITY, HOOP BUILDING- BASICALLY A VACANT LAND SALE-JT APPROX SIZE 1.43 AC+-

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
708364	01/15/2019	WD	QV	Y	\$175,000	50.24	\$175,000	50.24	\$175,000	50.24
B: 693 P: 822	11/12/1992	SP	QV	Y	\$12,000	732.73	\$12,000	732.73	\$12,000	732.73
B: 680 P: 529	02/06/1992	QJ	UV	Y	\$5,000	1758.56	\$5,000	1758.56	\$5,000	1758.56

Land Occurrence 1

LVal	100412 - PAO TOWN LOT 1-2 AC	Abstract Code	0100 - 0100 - vacant residential lots
Lot Front	0	Lot Depth	0

Property Record Card

DELTA COUNTY Delta County Assessor

Land Occurrence 1

Adj 1	100	Adj 2	100
Adj 3	100	Adj 4	100
Neighborhood	41001 - PAONIA	Road	8 - U PAVED
TOPO	1 - AVG TOPO	Utilities	7 - W/S/E/G
Appr Dist	3 - PAONIA - JODY	Subdivision	40009 - B R ADDITION TO PAONIA
Use Code	0	Review Date	201901 - Jan-19

SubArea	ADJUSTED	HEATED	PRIME	ACTUAL
LT	1			1
Total	1.00			1.00
	Value	Rate	Rate	Rate
	\$76,000	76,000.00		76,000.00

Extra Features Occurrence 1

CODE	15300 - B/LOW SHED	Abstract Code	0600 - NON-RESIDENTIAL STRUCTURES
DIM1	0	DIM2	0
Neighborhood	41001 - PAONIA	Adj 1	100
ECONAREA	2 - ECONAREA-RURAL SUBDS		

SubArea	ADJUSTED	HEATED	PRIME	ACTUAL
UT - UT	2,960			2,960
Total	2,960.00			2,960.00
	Value	Rate	Rate	Rate
	\$11,928	4.03		4.03

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
0100	0100 - vacant residential lots	\$76,000	\$22,040	NA	NA
0600	0600 - minor structures	\$11,928	\$3,459	NA	NA
Total		\$87,928	\$25,499	NA	NA

**As a courtesy at the request of applicant,
please find the following information
regarding:**

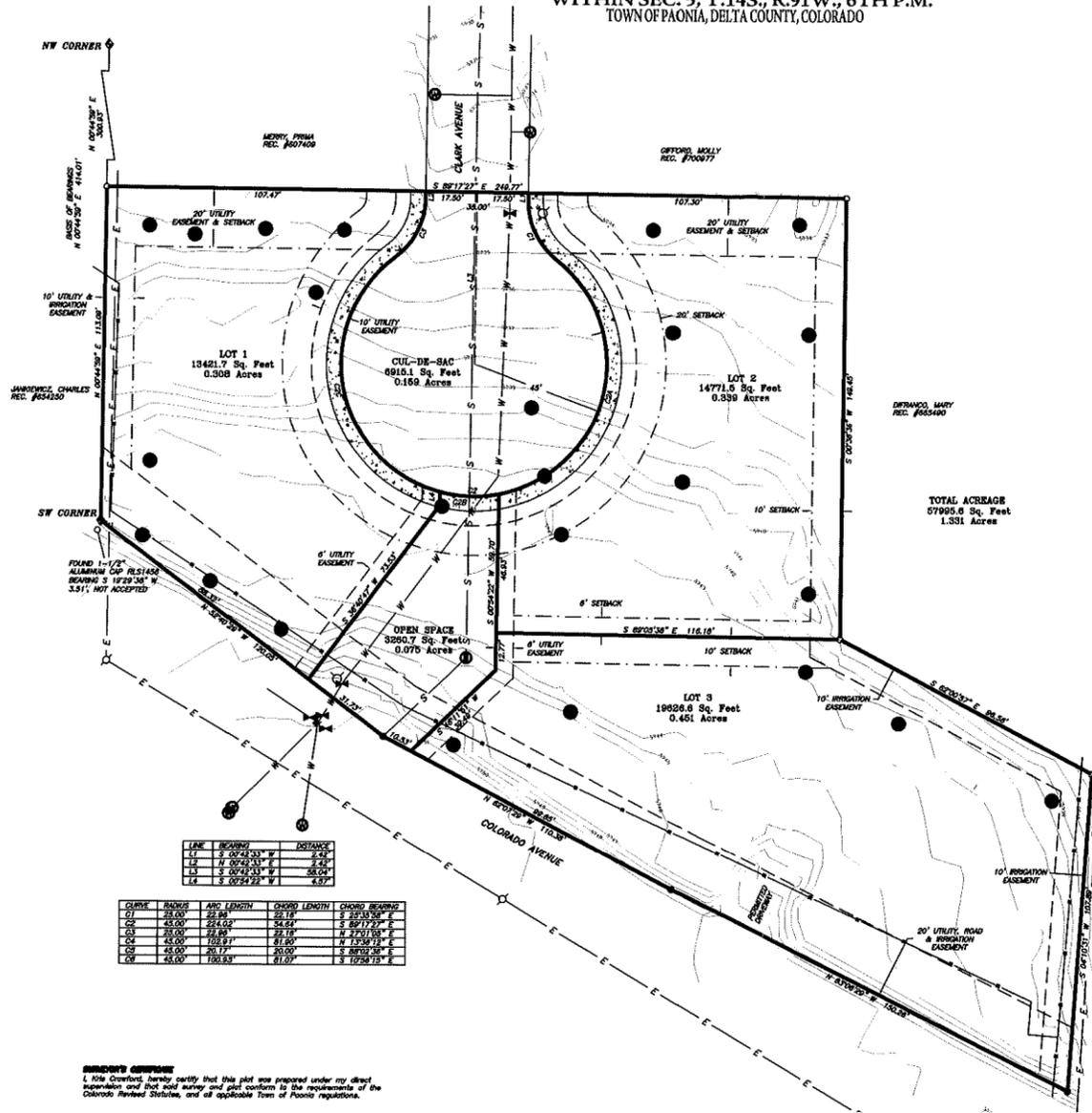
Board Review for: Mattingly - Clark's End Minor
Subdivision

Regular Meeting (Virtual Attendance) November 24,
2020 at 6:30PM

Map and Application Available at Town Hall for
review. Please call ahead to schedule time. 970-
527-4101

CLARK'S END SUBDIVISION

WITHIN THE B.R. ADDITION THE TOWN OF PAONIA
WITHIN SEC. 5, T.14S., R.91W., 6TH P.M.
TOWN OF PAONIA, DELTA COUNTY, COLORADO



Review Criteria: Ord:2018-03 Municipal Code: Chapter 17, Article 6,
Division 3

AGENDA SUMMARY FORM

	<p>Charter Communication Franchise Agreement</p>		
<p>Summary: Revised Franchise agreement. Note the reduction of franchise fee to 3% and addition of public access channel – Section 13 page 10, as directed by Board at the November 10th meeting.</p>			
<p>Notes:</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:

November 20, 2020

FRANCHISE AGREEMENT

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

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

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

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

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

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

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

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

SECTION 1 Definition of Terms

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

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

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

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

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

SECTION 2 **Grant of Franchise**

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

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

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

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

SECTION 3 **Franchise Renewal**

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

SECTION 4
Indemnification and Insurance

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

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

4.2 Insurance.

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

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

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

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

SECTION 5
Service Obligations

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

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

SECTION 6
Service Availability

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

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

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

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

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

SECTION 7

Construction and Technical Standards

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

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

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

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

SECTION 8

Conditions on Street Occupancy

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

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

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

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

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

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

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

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

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

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

SECTION 9 **Service and Rates**

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

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

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

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

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise

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

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

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

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

SECTION 11 **Transfer of Franchise**

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

SECTION 12 **Records**

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

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

SECTION 13

Public, Educational and Governmental Access

13.1 Access Channel. Grantee shall make available to the Grantor, within one hundred eighty (180) days of a written request, the use of one (1) dedicated Public, Educational and Governmental ("PEG") Access channel in accordance with Section 611 of the Cable Act. Such PEG channel shall be used for non-commercial community programming related to educational and/or governmental activities. Grantor shall have complete control over the content, scheduling, administration and all other programming aspects of the PEG channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. Grantee shall not exercise any editorial control over PEG channel programming. Grantee shall carry the PEG channel on the lowest level of Cable Service.

SECTION 14

Enforcement or Revocation

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

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

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The

decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

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

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

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

SECTION 15 **Miscellaneous Provisions**

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

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

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

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

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

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

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

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

Copy to: Bo James Nerlin

Devor & Plumhoff

130 N. Park Ave.

Montrose, CO 81401

bo@coloradowestlaw.com

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

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

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

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public

rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

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

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

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

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

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

Signatures on next page.

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

Town of Paonia, Colorado

Signature: _____

Name/Title: _____

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

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

Signature: _____

Name/Title: _____

AGENDA SUMMARY FORM



Ordinance 2020-10 - Regulation and Licensing of Marijuana Establishments

Summary:

Final review and acceptance of the Ordinance establishing regulations and licensing for commercial and medicinal marijuana establishments for the Town – pending certification of the election results.

Notes:

The proposed ordinance was reviewed and presented from the Governmental Affairs and Public Safety Committee at three (3) previous meetings. All Board modifications were made, included and presented to the Board at the June 23rd meeting.

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

ORDINANCE NO. 2020-10

**AN ORDINANCE OF THE TOWN OF PAONIA, COLORADO CONCERNING
THE REGULATION AND LICENSING OF RETAIL MARIJUANA
ESTABLISHMENTS**

WHEREAS, Section 16 of Article XVIII of the Colorado Constitution, also commonly known^[CFI] as Amendment 64 of 2012, authorizes a system of state licensing for businesses engaging in the cultivation, testing, manufacturing and retail sale of marijuana, collectively referred to as “marijuana establishments” by the Constitution.

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

WHEREAS, at the Special Election held on November 4, 2014, the voters of Paonia have determined that the Town of Paonia should allow retail marijuana establishments within the Town, subject to zoning restrictions set forth in the Municipal Code and the licensing and other limitations, restrictions and regulations provided for in this ordinance.

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

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

ARTICLE 4

PAONIA RETAIL MARIJUANA CODE

Sections:

6-4-10	Purpose and legislative intent
6-4-20	Defined terms
6-4-30	Effective date; applicability
6-4-40	Local licensing authority
6-4-50	Relationship to Colorado Retail Marijuana Code; other laws
6-4-60	Unlawful acts
6-4-70	Classes of licensing authorized
6-4-80	Screening and response to state license applications
6-4-90	Licensing requirements—provisions applicable to all licenses
6-4-100	Location restrictions
6-4-110	Signs and advertising

6-4-120	Denial for good cause
6-4-130	Transfer of ownership
6-4-140	Change of location; modification of premises
6-4-150	Term of licenses; renewals
6-4-160	Suspension or revocation of license
6-4-170	Operating fees
6-4-180	Public nuisance

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

6-4-20 Defined terms.

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

- A. "Alcohol or drug treatment facility" means any facility located within a medical office or hospital that has as its primary purpose the counseling of and/or the providing of medical services to patients who suffer from addictions to alcohol or drugs.
- B. "Childcare center" means a facility maintained for the care of children under the age of sixteen (16), including, but not limited to, day camps, nursery schools, day care, preschools and playschools. Such facility shall be licensed by the Colorado Department of Human Services.
- C. "Colorado Retail Marijuana Code" means Article 43.4 of Title 12 of the Colorado Revised Statutes, as amended, including all Rules promulgated pursuant to the Colorado Retail Marijuana Code as set forth in the Colorado Code of Regulations Department of Revenue Marijuana Enforcement Division 1 CCR 212.2.
- D. "Retail marijuana establishment" means a retail marijuana store, a retail marijuana cultivation facility, a retail marijuana products manufacturing facility, or a retail marijuana testing facility.
- E. "Retail marijuana store" means an entity licensed to purchase retail marijuana from a retail marijuana cultivation facility and to purchase retail marijuana product from a retail marijuana products manufacturing facility and to sell retail marijuana and retail marijuana product to consumers.

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

G. "Land Development Regulations (LDR)" means the land development regulations as adopted and updated periodically by the Town of Paonia.

6-4-30 Effective date; applicability.

This Article 4 shall be effective after midnight on December 31, 2020, and shall govern all applications submitted to the state licensing authority for licensing of any retail marijuana establishment in the Town under the Colorado Retail Marijuana Code on and after that date.

6-4-40 Local licensing authority.

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

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

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

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

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

where the exercise of discretion by local jurisdictions is granted by the constitution or laws of the State of Colorado.

6-4-60 Unlawful acts.

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

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

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

D. It shall be unlawful for any licensed retail marijuana establishment to sell, serve, distribute or initiate the transport of retail marijuana or retail marijuana products at any time other than between the hours of 8:00 a.m. and 7:00 p.m. daily.

6-4-70 Classes of licensing authorized.

For the purpose of regulating the cultivation, manufacture, testing, distribution, offering for sale, and sale of retail marijuana, the Board of Trustees, at the Board's discretion, upon application in the prescribed form made to the Board, may issue and grant to the applicant a local license from any of the following classes, and the Town hereby authorizes the issuance of the licenses of the following classes by the state licensing authority within the Town, subject to the provisions, limitations and restrictions set forth in this Article 4:

A. Retail marijuana store.

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

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

1. Determine, in consultation with the Town Administrator, or his/her designee, whether or not the location proposed for licensing complies with any and all applicable zoning and land use laws of the Town, and any and all restrictions on location of retail marijuana establishments set forth in this Article 4. If the Town makes an initial determination that the proposed license would be in violation of any zoning law or other restriction on location set forth in the Town's laws, the Town shall, no later than forty-five (45) days from the date the application was

originally received by the state licensing authority, notify the state licensing authority and the applicant for state licensing in writing that the application is disapproved by the Town. The failure of the Town to make such a determination upon the initial review of a state license application shall not preclude the Town from later determining that proposed license is in violation of Town's zoning laws or any other restriction on location set forth in Town laws, and disapprove the issuance of a state or Town license on this basis.

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

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

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

B. Application forms and supplemental materials. All applications for local licensing shall be made upon forms provided by the Town and shall include such supplemental materials as required by the Colorado Retail Marijuana Code and rules adopted pursuant thereto, including by way of example: proof of possession of the licensed premises, disclosures related to ownership of the proposed business, fingerprints of the applicants, building plans, and security plans. To the extent any of the foregoing supplemental materials have been included with the applicant's state license application and forwarded to the Town by the state licensing authority, the Town Clerk may rely upon the information forwarded from the state without requiring re-submittal of the same materials in conjunction with the local license application. The Town may, at the Town's discretion, require additional documentation associated with the application as may be necessary to enforce the requirements of the Colorado Retail Marijuana Code and this Article 4.

C. Tax bond. Before the Board of Trustees issues a Town license to an applicant for a retail marijuana establishment license, the applicant shall procure and file with the Town evidence of good and sufficient bond in the amount of five thousand dollars (\$5,000) with corporate surety thereon duly licensed to do business with the State of Colorado, approved as to form by the Town's Attorney, and conditioned that the applicant shall report and pay all Town sales and use taxes as provided by law. A corporate surety shall not be required to make payments to the Town claiming under such bond until a final determination of failure to pay taxes due to the

Town has been made by the Finance Officer or a court of competent jurisdiction. All bonds required pursuant to this subsection shall be renewed at such times as the bondholder's license is renewed. The renewal may be accomplished through a continuation certificate issued by the surety. A cash bond in the amount of five thousand dollars (\$5,000) may be deposited with the Finance Officer in lieu of a surety bond.

D. Area maps. All applications for retail marijuana establishment licensing submitted pursuant to this Article 4 shall include an area map drawn to scale indicating land uses of other properties within one thousand (1,000) feet of each boundary of the lot or parcel upon which the applicant proposes a licensed premises. The map shall depict the proximity of the property to be used as the licensed premises to any school or childcare facility of the type referenced in Section 6-4-100.

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

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

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

1. Any land use approval, if applicable;
2. State sales tax license; or
3. Building, mechanical, plumbing, electrical or fire permit(s).

6-4-100 Location restrictions

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

B. Distance from schools. No retail marijuana establishment license shall be granted with respect to a proposed licensed premises that would be located within one thousand (1,000) feet of any school that existed at the time of the filing of a complete application for a retail marijuana establishment license with the Town Clerk.

C. Distance from certain childcare facilities. No retail marijuana establishment license shall be granted with respect to a proposed licensed premises that would be located within one thousand (1,000) feet of any licensed residential child care facility, as defined in Title 26 of the Colorado Revised Statutes, that existed at the time of the filing of a complete application for a retail marijuana establishment license with the Town.

D. No mobile facilities and restrictions regarding deliveries.

1. No retail marijuana establishment shall be located in a movable or mobile vehicle or structure.
2. No retail marijuana or marijuana product shall be delivered in the Town unless such delivery is by a retail marijuana establishment licensed by the state to another retail marijuana establishment licensed by the state and the Town and such delivery is specifically permitted by the Colorado Retail Marijuana Code.
3. All sales and distribution of retail marijuana and marijuana products by a licensed retail marijuana store shall occur only upon the licensed premises, and the licensee shall be strictly prohibited from delivering retail marijuana or marijuana products to any person at any other location.

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

F. Places where retail marijuana establishments are prohibited. No licensed retail marijuana establishment shall be operated within the boundaries of any residential zone district of the Town as those boundaries exist at the time any complete application for any class of retail marijuana establishment license is filed with the Town Clerk. Retail marijuana stores shall only be operated within the boundaries of a C-1 or C-2 commercial zone district of the as those boundaries exist at the time any complete application is filed with the Town Clerk. [CF2]

6-4-110 Signs and advertising.

A. Any person or premises licensed as a retail marijuana store shall comply with all Town ordinances regulating signs and advertising. In addition, no licensed retail marijuana store shall

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

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

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

1. Any sign located on the same zone lot as a retail marijuana store which exists solely for the purpose of identifying the location of the retail marijuana store and which otherwise complies with the Town's sign code, Chapter 18, Article 6 of the Town Municipal Code, and any other applicable Town laws and regulations; or
2. Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the Town;
3. Advertising which is purely incidental to sponsorship of a charitable event by a retail marijuana store or a retail marijuana products manufacturer; or

6-4-120 Denial for good cause.

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

1. The applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of the Colorado Retail Marijuana Code or any rules and regulations promulgated pursuant thereto, or this Title 4 or any rules and regulations promulgated pursuant to this Title;
2. Evidence that the issuance or renewal of the license will adversely impact the health, welfare or public safety of the immediate neighborhood in which the retail marijuana establishment is located or is proposed to be located; or

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

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

6-4-130 Transfer of ownership. Transfer of ownership of any local license issued pursuant to this Article 4 shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code and any regulations adopted pursuant thereto, and the Board of Trustees shall administer transfers of local licenses in the same manner as the state licensing authority administers transfers of state licenses.

6-4-140 Change of location; modification of premises. Change of location of any license or any modification of the licensed premises shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code and any regulations adopted pursuant thereto, and the Board of Trustees shall administer applications to change location or modify premises in the same manner as the state licensing authority administers changes of location and modification of premises for state licenses. Any proposed modification and any new location to which an existing licensed business is transferred shall fully comply with the location requirements and the requirements for conformance with current zoning as set forth this Title 4.

6-4-150 Term of licenses; renewals. Any local license issued pursuant to this Title shall be valid for a period of one (1) year from the date of issuance. Any renewal of the license shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code and any regulations adopted pursuant thereto, and the Board of Trustees shall administer license renewals in the same manner as the state licensing authority administers renewals of state licenses.

6-4-160 Suspension or revocation of license.

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

1. Fraud, misrepresentation, or a false statement of material fact contained in the license application;
2. A violation of any Town, State or Federal law or regulation, other than federal law or regulation concerning the production, transportation, possession, sale or distribution of marijuana that conflicts with Amendment 64;
3. A violation of any of the terms and conditions of the license, including any special conditions of approval imposed upon the license;
4. A violation of any of the provisions set forth in this ordinance; or

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

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

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

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

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

6-4-170 Operating fees. Operating fees for retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturers, and retail marijuana testing facilities are as follows:

A. Annual operating fee, per year: Five thousand dollars (\$5,000) for all classes of licenses, payable in advance on or before the date the license is issued or renewed, as the case may be.

B. Criminal background check fee, per person checked: Actual costs.

C. Transfer of ownership: Two hundred fifty dollars (\$250), plus cost of background check.

D. Transfer of location: Seven hundred fifty dollars (\$750).

E. Modification of premises: Five hundred dollars (\$500).

F. Administration Fee: Seventy-five dollars (\$75).

G. License application fee: as provided under the Colorado Retail Marijuana Code.

All such fees shall be non-refundable.

6-4-180 Public nuisance.

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

Section 2. Severability.

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

Section 3. Repeal of Prior Ordinances.

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

Section 4. Ordinance Effect.

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

Section 5. Effective Date.

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

INTRODUCED, READ AND REFERRED before the Board of Trustees for the Town of Paonia, Colorado, on the 23rd day of June 2020.

HEARD AND FINALLY ADOPTED by the Town of Paonia Board of Trustees for the Town of Paonia, Colorado, on the 24th day of November 2020.

TOWN OF PAONIA

By: _____
MARY BACHRAN, Mayor

ATTEST:

J. CORINNE FERGUSON, Town Clerk

AGENDA SUMMARY FORM

	2020 Sanitary Survey Follow-up		
<p>Summary: Provided in the packet for a second review is the sanitary survey completed by CDPHE. Also included is the update on the status of clearing the deficiencies and violations.</p>			
<p>Notes:</p> <p>To significantly improve meeting administrative reporting deadlines, we have taken the following actions:</p> <p>Filled the open position for water and sewer (employee began early November) – to include training and certification for operation of all treatment plants.</p> <p>Set required in-office hours for public works director in order to train public works clerk and complete reporting requirements in a timely fashion.</p> <p>Modified sampling schedule to allow for any resubmittal of samples to occur within the timeline required by CDPHE.</p> <p>We will continue to evaluate and revise as necessary to meet the requirements of the state and do our part to continue to work towards healing the frustration in the community regarding the functions of our departments.</p> <p>Please remember, while administrative deadlines have not been consistently met and there are deficiencies noted and suggestions given to better operate the water treatment system, at no time has the Town failed a sample test or had any issues with the water provided to our community.</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:

2020 Water Treatment Plants Sanitary Survey Update – 11/24/2020

In order of notation, beginning on page 2 of the Sanitary Survey.

SIGNIFICANT DEFICIENCIES:

1. T901 - Cross Connection - Clock Water Treatment Plant
 - 1” RPZ has been received and installed, waiting to have it tested

2. T119 - Clock Operation
 - Working with WestWater Engineering regarding location of operation valves and ordered parts to expose block and bleed assembly
 - Established daily and weekly logs to be completed and submitted to Health Department

3. T119 - Lamborn WTP
 - ordered parts to expose block and bleed assembly

4. F310 - Lamborn 2 Million Tank
 - Completed – Supplied photo evidence of the duckbill valve on overflow pipe to inspector.

5. F310 -.5 Million Tank
 - 12-inch cap ordered from Winwater Works to fully disconnect and cap abandoned tank.

6. R514 – Monitoring & Recordkeeping and Data Verification
 - Began process utilizing the CDPHE monitoring plan wizard

VIOLATIONS:

1. R520 – Monitoring & Recordkeeping and Data Verification
 - Moving to electronic shared data collection and storage via Google Docs spreadsheets

2. R531 – Monitoring & Recordkeeping and Data Verification
 - Completed – the correct reagent was being used and tested at same level of inspector. Noted was the manufacturer expiration date had passed. The expired reagent has been disposed of and replaced.

3. M613 – Management
 - 2019 BPCCC showing new backflow will be submitted as soon as testing is completed

AGENDA SUMMARY FORM



Town Attorney Contract

Summary:
Proposed fixed-price contract for Town Attorney services.

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE TOWN OF PAONIA, COLORADO,
AND BO JAMES NERLIN, P.C.**

THIS AGREEMENT (this “Agreement”) made as of the ___ day of November 2020, is by and between the **TOWN OF PAONIA**, a municipal corporation acting by and through its Board of Trustees (the “Town”), and **BO JAMES NERLIN, P.C.**, a Colorado Professional Corporation (“Law Firm”).

WHEREAS, the Town and Law Firm intend that Law Firm, as hereinafter specified, shall serve as General Legal Counsel for the Town.

WHEREAS, Bo James Nerlin, shall serve as the primary attorney contact for the Town.

WHEREAS Bo James Nerlin is an attorney duly licensed to practice in the State of Colorado.

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I – TERMS

- A. Effective Date: January 1, 2021.
- B. Term: The term of this Agreement shall be from January 1, 2021 through December 31, 2021 unless either party provides a notice to terminate.
- C. Services and Compensation:
 - 1. Law Firm shall provide general legal services to the Town for a fixed price amount of \$50,000.00 for the Term of this Agreement. Payments shall be to be made to Law Firm in monthly installment of \$4,166.67. This fixed price amount shall cover all of Law Firm’s responsibilities unless or except any extraordinary matters are presented. In the event any extraordinary matters are presented, attorney services shall be provided at an hourly rate of \$195.00 per hour (the “Town Rate”), and paralegal services at \$100.00 an hour. Law Firm’s regular hourly rate is \$260.00 per hour (the “Law Firm’s Rate”). Both the Town and the Law Firm shall agree in writing prior to the Law Firm instituting the Town Rate on extraordinary matters.
 - 2. Law Firm shall charge the Town Rate, with the exception of fees that are eligible to be charged back to a third party by the Town (“Charge-Back Fees”), Law Firm and the Town shall reach an agreement prior to Law Firm billing the Law Firm’s Rate for Charge-Back Fees. For fees to be charged back to third

parties, the Town shall initially pay Law Firm only the Town Rate. Charge-Back Fees shall be charged back to the third party, which shall be responsible for paying the entire amount of Charge-Back Fees. Notwithstanding that Charge-Back Fees may be paid by a third party, payment by any third party of the Charge-Back Fees shall not create an attorney-client relationship between Law Firm any third party paying such Charge-Back Fees. The Town shall not grant to any third-party owing Charge-Back Fees to Law Firm a permit, license or other Town discretionary permission until such third party has paid all Charge-Back Fee due and owing to Law Firm.

SECTION II- LAW FIRM'S RESPONSIBILITIES

- A. All work to be performed by Law Firm shall be authorized verbally or in writing by the appropriately authorized Town representative(s).
- B. Description of Law Firm's legal services: (1) Provide drafting and/or review and approval of contracts, MOU's, IGA's, etc.; (2) Attend Town Board of Trustees meetings; (3) Attend other Town meetings at the request of the Mayor or the Town Staff; (4) Participate in negotiations regarding Town affairs; (5) Provide overall legal oversight to department Directors, Town Staff, Mayor and the Board; (6) Provide oversight on legal matters related to employment/HR; (7) Assist in negotiations with other entities - Delta County, state and federal agencies, etc.; (8) Keep the Board and Town Staff informed on various changes in the law affecting municipalities and provide legal planning to proactively minimize the Town's exposure to various potential liabilities; (8) Such other matters as the Town Board and Town Staff may deem necessary and appropriate, from time to time.
- C. Law Firm shall inform the Town in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep the Town informed on any changes or additions to this information. The Town shall approve any additional firms prior to commencement of work by such firms as per this Agreement. Nothing contained herein shall create any contractual relationship between any additional firm(s) and the Town.
- D. Law Firm shall review each project and Law Firm's records to ensure against any conflict of interest that might prevent Law Firm from fully and faithfully advising and representing the Town. If any potential conflict or differing interest exists or arises, now or in the future, Law Firm shall properly advise the Town Staff and/or Town Board of Trustees.
- E. Law Firm shall identify, verbally or in writing, the attorney within its organization primarily responsible for implementing and overseeing each project and all other attorneys and paralegals/paraprofessionals who will do significant work on each project. Staffing may change from time to time; however, Law Firm shall promptly advise the Town Staff and specific Town departments of such changes.

- F. In performing this Agreement, the hours Law Firm and its staff are to work on any given day or project are entirely within Law Firm's control. The Town shall rely upon Law Firm to devote the time, skill and effort reasonably necessary to fulfill the purpose of this Agreement.
- G. Law Firm shall determine all pertinent filing dates or other deadlines for each project. Law Firm shall comply with all applicable filing dates or deadlines or obtain sufficient extensions to protect the Town's interests.
- H. Full and regular communications are essential to this Agreement. Law Firm and its staff, the Town Staff and other representatives and Town Board of Trustees shall actively address all developments that could significantly affect a project. Except in an emergency, Law Firm and its staff shall make no significant decision on direction, mechanics or strategy for a project without prior communication and discussion with the appropriate Town representative(s).
- I. Insurance Requirements: Before beginning, and while performing under this Agreement, Law Firm shall maintain, without cost to the Town, the following insurance:
 - 1. For all attorneys within its organization, professional liability insurance that complies with C.R.C.P. 265(a)(3).
 - 2. Law Firm shall not cancel, materially change or fail to renew insurance coverage. Law Firm shall notify the Town of any material reduction or exhaustion of aggregate limits.

SECTION III – THE TOWN'S RESPONSIBILITIES

- A. The Town shall provide full information, including detailed scope of work, as to its requirements for the services.
- B. The Town shall give prompt notice to Law Firm whenever the Town observes or otherwise becomes aware of any discrepancies in the services provided.
- C. Law Firm is not liable for delays in performance that are caused by the Town, the Town's consultants or events that are outside the control of the parties and could not be avoided by the exercise of due care.

SECTION IV MUTUAL OBLIGATIONS OF THE TOWN AND LAW FIRM

- A. This Agreement does not guarantee to Law Firm any work, except as authorized in accordance with Section I above, or create an exclusive contract.
- B. The services and any and all interests contemplated under this Agreement shall not be assigned, sublet or transferred without the written consent of the Town.

- C. Law Firm and any and all of its personnel utilized by Law Firm under the terms of this Agreement shall remain the agents and employees of Law Firm and are not, nor shall they be construed to be, agents or employees of the Town.
- D. The Town recognizes that all technical data, evaluations, reports and other work products are instruments of Law Firm's services and not designed for use other than what is intended by or reasonably foreseeable to the parties to this Agreement. The Town shall make no other use of Law Firm's work product without the prior approval of Law Firm. Notwithstanding the foregoing, such data, evaluations, report and other work products, along with the files generated by Law Firm pursuant to this Agreement are to remain the Property of the Town.

SECTION V – BILLING AND PAYMENT

At the beginning of each month, for services rendered the prior month, Law Firm shall provide to the Town invoices, which reflect all of the fees and out-of-pocket expenses Law Firm has incurred on behalf of the Town for the previous calendar month. Prior to the end of each month, the Town shall remit payment for all invoices due and payable unless otherwise discussed with Law Firm or Law Firm's representatives, either verbally or through written correspondence.

SECTION VI - SPECIAL CONDITIONS

- A. Confidentiality: During and after the term of this Agreement, Law Firm shall not disclose to third parties any confidential information or data. Law Firm shall treat such information as the private and privileged records of the Town and Law Firm. Without Town's express consent, Law Firm shall not release such information to any third party by statement, deposition, as a witness or otherwise.
- B. Licenses: Law Firm shall maintain all licenses necessary to perform under this Agreement, including attorneys' licenses to practice law in the State of Colorado.
- C. Severability: To the extent the parties may perform and accomplish their obligations within the intent of this Agreement, its terms are severable. Should any term or provision be invalid or become inoperable for any reason, such invalidity or failure shall not affect the validity of any other terms or provisions. Waiver of any breach of a term shall not indicate a waiver of any other term or the same term upon later breach.

SECTION VII LAWS AND ORDINANCES

Law Firm, at all times, agrees to observe all applicable federal and state laws, Ordinances of the Town of Paonia, and all rules and regulations issued pursuant thereto, that in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII TERMINATION OF CONTRACT

- A. Termination of Agreement: Either party shall be entitled to terminate this Agreement upon giving the other party written notice of intent to terminate. Should Law Firm terminate the Agreement, Law Firm agrees to continue representation of the Town on all matters pending at the time of termination until satisfactory substitution of counsel by the Town.

- B. Effect of Termination: In the event of termination, all finished and unfinished work product(s) prepared by Law Firm pursuant to this Agreement shall become the sole property of the Town, provided Law Firm is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Law Firm shall not be liable with respect to the Town's subsequent use of any incomplete work product, provided Law Firm has notified the Town in writing of the incomplete status of such work product.

SECTION IX CHANGE IN SCOPE OF SERVICES

The Town may from time to time require changes in the scope of the services of Law Firm to be performed herein. Compensation to Law Firm payable hereunder shall be adjusted to reflect any change in the scope of services.

SECTION X EQUAL OPPORTUNITY EMPLOYER

- A. Law Firm shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed or physical or mental disability. Law Firm may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion and transfer and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. Law Firm shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.

- B. All solicitations and advertisements for employees placed by or on behalf of Law Firm shall state that Law Firm is an equal opportunity employer.

- C. Law Firm shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Law Firm, so that such provisions are binding upon each sub-consultant.

- D. Law Firm shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the Town of Paonia, or their respective agencies may require.

- E. Law Firm shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the Town of Paonia, or their respective agencies may issue to implement these requirements.

SECTION XI – ILLEGAL ALIENS

In compliance with C.R.S. § 8-17.5-102, Law Firm represents, warrants and agrees:

- A. That Law Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, shall provide the Town with duly executed **LAWFUL PRESENCES AFFIDAVITS** of its employees upon request, and shall not enter into a contract with a subcontractor that fails to certify to Law Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. That Law Firm has confirmed the employment eligibility of current employees and shall, within twenty (20) days after hiring any new employee to perform work under this Agreement, affirm that Law Firm has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee. Law Firm shall provide a written, notarized copy of the affirmation to the Town upon request.
- C. If Law Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Law Firm shall: (i) notify the subcontractor and the Town within three (3) days that Law Firm has actual knowledge that a subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this Section XI, the subcontractor does not stop employing or contracting with the illegal alien; except that Law Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that it has not knowingly employed or contracted with an illegal alien.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

TOWN OF PAONIA, COLORADO

J. CORINNE FERGUSON, Town Clerk

By: _____
MARY BACHRAN, Mayor

Date: _____

BO JAMES NERLIN, P.C.

By: _____
BO JAMES NERLIN, President

Date: _____

AGENDA SUMMARY FORM



Town Administrator Six-Month Review – Timeline

Summary: At the request of Finance & Personnel Committee, included in the packet are the goals identified by the Board and objectives set by the Administrator to work towards/meet the goals identified as well as the evaluation forms for completion and submittal to either Trustee Knutson or Budinger by November 30th.

Notes:

Community input regarding the Town Administrators performance can be submitted to Mayor Mary Bachran at Town Hall or via e-mail at Maryb@townofpaonia.com

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

Paonia Town Administrator Evaluation

Three Month Evaluation

October 2020

Goals:

1. Smooth operation of Administrative and Government functions

Objectives:

- a. Foster a courteous, efficient working atmosphere at Town Hall
- b. Oversee master plan progress
- c. Supervise completion of asset inventory and GIS mapping project
- d. Prepare for November ballot – marijuana questions
- e. Represent the Town in County issues
 - County-wide housing survey
 - One Delta organization
 - DOLA funding for Town projects

2. Effective interactions with Public, Businesses and Community

Objectives:

- a. Efficient management of public requests
- b. Continue COVID mitigation measures and carry out Governor's and CDPHE orders and communicate to public
- c. Enhance business opportunities within the above standards
- d. Investigate Space to Create relationships at State level.
- e. Post updated committee and Board calendars
- f. Manage emergencies effectively, and communicate with public

3. Consistent management of Staff

Objectives:

- a. Address manpower issues
- b. Review defined job descriptions/objectives
- c. Regular evaluations that provide positive feedback
- d. Provide opportunities for training
- e. Ensure timely completion of all required reporting

4. Effective Trustee Relations

Objectives:

- a. Timely communication through board packets
- b. Provide advice and analysis of options for pending Board decisions
- c. Provide background information for committee consideration

Paonia Town Administrator Evaluation

Narrative Evaluation

1. How effective was the Administrator in achieving short-term goals for this rating period?
2. What would you identify as the Administrator's strength(s), expressed in terms of the main results achieved during the rating period?
3. What performance area(s) would you identify as an area for improvement?
4. What constructive suggestions or assistance can you offer the Administrator to enhance her performance?
5. What other comments do you have for the Administrator: e.g., priorities, expectations. List two to three performance objectives which you feel are important for the Town Administrator to work on for the coming year.
6. On a scale of 1 to 5, where 1 is poor, 3 is satisfactory, and 5 is extraordinary, how would you rate the Administrator's overall performance during this period?

- 1 = Poor: fails to meet most expectations
2 = Fair: Meets most expectations
3 = Good: Meets all expectations
4 = Very Good: Meets or exceeds all expectations
5 = Excellent: Exceeds all expectations

1 2 3 4 5

Paonia Town Administrator Evaluation

Six Month Evaluation

January 2021

Goals:

1. Smooth operation of Administrative and Government Functions

Objectives:

- a. Foster a courteous, efficient working atmosphere at Town Hall
- b. Act as Town's representative in County issues
 - County-wide housing survey
 - One Delta County organization
 - DOLA funding for Town projects
- c. Ensure continued progress on master plan
- d. Implement procedures in accordance with November election results
- e. Oversee completion of 2021 Budget

2. Effective interactions with Public, Businesses and Community

Objectives:

- a. Implement recommendations from water study
- b. Continue to improve overall public communication via internet and face-to-face opportunities
- c. Follow Town support for public projects such as Poulos Park, Skatepark, etc.
- d. Schedule public presentation of master plan
- e. Manage emergency situations effectively and communicate with public

3. Consistent management of Staff

Objectives:

- a. Review job descriptions and current objectives for staff
- b. Provide opportunities for training
- c. See that all personnel evaluations are done in a timely manner

4. Effective Trustee relations

Objectives:

- a. Timely communication through board packets
- b. Provide advice and analysis of options for pending Board decisions
- c. Provide background information for committee consideration
- d. Continue to meet with Board Committees as requested.

Paonia Town Administrator Evaluation

Narrative Evaluation

1. How effective was the Administrator in achieving short-term goals for this rating period?
2. What would you identify as the Administrator's strength(s), expressed in terms of the main results achieved during the rating period?
3. What performance area(s) would you identify as an area for improvement?
4. What constructive suggestions or assistance can you offer the Administrator to enhance her performance?
5. What other comments do you have for the Administrator: e.g., priorities, expectations. List two to three performance objectives which you feel are important for the Town Administrator to work on for the coming year.

.....

6. On a scale of 1 to 5, where 1 is poor, 3 is satisfactory, and 5 is extraordinary, how would you rate the Administrator's overall performance during this period?

- 1 = Poor: fails to meet most expectations
- 2 = Fair: Meets most expectations
- 3 = Good: Meets all expectations
- 4 = Very Good: Meets or exceeds all expectations
- 5 = Excellent: Exceeds all expectations

1 2 3 4 5

Corinne Ferguson Three Month Evaluation – Town Administrator/Clerk

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

Strengths

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

Area of Improvement

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

Priorities

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

Priorities based on October 2020 Council Evaluation – Updated 11/20/2020

1. Complete the Master Plan

Inputting public meeting and other data into initial master plan template.

Timeline: Preliminary draft master plan update to Planning Commission – June 2021 (must allow time to include results of inventories and analyses currently underway). Trustee and community review and input of draft master plan short-form update. Consider funding final master plan update in 2022 budget.

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

SGM GIS Mapping scheduled for substantial completion mid-November.

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

JDS Hydro Infrastructure Analysis estimated completion end of March 2021.

Water Board application is on the website and open for applicants extended to December 4th, scheduled for Board appointment on December 15th agenda.

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

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

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

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

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

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

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

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

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

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

CMCA Business Meeting –

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

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

AGENDA SUMMARY FORM



Regular Minutes:
October 27, 2020
Special Minutes:
November 3, 2020

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

November 18, 2020

Work Session Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
October 27, 2020

RECORD OF PROCEEDINGS

The Special Meeting held Tuesday, October 27, 2020, was called to order at 5:37 p.m. by Mayor Mary Bachran, followed by the Pledge of Allegiance. Formal Video Record at:

<https://www.youtube.com/watch?v=Jp3eszO0QG4>

Roll Call

Employee Retirement Plan Presentation

- Empower Retirement representative Shane Squibb presented the new employee retirement plan to the Board of Trustees. For a potential switch from Mutual of Omaha to Empower Retirement.
- Employee retirement plan presentation documents were included in the packet.
- Spoke about who Empower Retirement was.
- Reviewed the questions given by the Town Administrator.

2021 Budget Work Session - Continued

- Finance Officer Jones spoke regarding the water production costs. Documents were handed out in the meeting.
- Discussed the grant for the lining of the tank. - DOLA match is 50% - \$250,000 - the lining of the tank needs to be done in 2 years.
- Discussed the debt reserve.
- Raising rates.
- Treasure King stated that not meeting reserve requirements could pose serious risks. Loans could be turned down and a State representative could come in and analyze rates and impose them.
- Trustee Bear would like to see the cost for 2020 water production.

Adjournment

The meeting was adjourned by Mayor Bachran at 6:22 pm

Amanda Mojarro, Deputy Clerk

Mary Bachran, Mayor

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
October 27, 2020

RECORD OF PROCEEDINGS

The Special Meeting held Tuesday, October 27, 2020, 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=Jp3eszO0QG4>

Roll Call

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

Approval of Agenda

Agenda Approval

- Motion made by Trustee Bear, Seconded by Trustee Budinger and unanimously carried to approve the 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

- Trustee Pattison wanted to clarify her communication statement for the Administrator's goal – stating that it was a comment and not a critique in any kind of way towards the Administrator.
- Mayor Bachran wished the chief of police a happy birthday.

Recognition of Visitors & Guests

Shop Safe, Shop Local Recognition:

- Mayor Bachran presented Shop Safe, Shop Local Recognition to:
 - The Delta County Libraries.

- West Elk Wine and Spirit
- Root and Vine Market
- High Country Shopper

Visitors & Guests:

- Loise Doll a concerned citizen stated her concerns regarding the Back the Badge proceeds and if they were going to go to the police officers.
- Aaron Watson a member of the Dark Skies wanted to remind the Board of Trustees regarding the dark sky ordinance submission and would like to see steps being made towards setting the ordinance in place.
- Suzanne Watson a concerned citizen stated her concern regarding neighbors installing LED lights on their porches and the nuisance this would cause.

Staff Reports

Administrator's Report:

- COVID-19 update can be seen on Delta County's website.
- The administrator provides updated information on the Governors' response to COVID-19 – see the State of Colorado's website for detailed information.
- Updated on the continued research of the municode cost to update the system with gender-neutral language and reference to the State Law.
- The new SIPA website transition has been completed.
- SGM GIS mapping scheduled for mid-November and the capital improvement plan/inventory project estimated to be completed by end of December 2020.
- JDS Hydro infrastructure analysis is estimated to be completed by end of March 2021.
- Water Board applications have been posted on the new website - applications will be open until November 13, 2020.

Public Works report:

- The spring line repair is complete.
- Work on a storm sewer tie on the 2nd and Grand Avenue intersection will begin October 28 - November 9th.
- Vacuuming leaves have been stopped momentarily due to weather. As soon as weather permits vacuuming up leaves resume.
- The inventory program is still in the works.

Police Report:

- Police Officers are completing the required training.
- Chief has been working night shifts for training and will be back on a regular schedule starting October 28th.
- Police Officers will be patrolling the streets on Halloween night and handing out candy to the children.
- Trustee Knutson stated as a reminder to discuss the Judge's salary.

- Trustee Meck suggested using a dog shelter named Tailies as a place to take the dogs running loose in town.
- A citizen suggested that there might be dog groomers or volunteers who would like to shelter dogs.

Attorney Report:

- Discussed the Marijuana tax - marijuana ballot initiative.
- Working on the franchise agreement with Charter Cable and the proposed agreement to be presented on November 10th in the board packet.
- The attorney memorandum was included in the packet.

Disbursements

Treasurer’s Report:

- Reviewed disbursements and payroll
- Disbursements were included in the packet.
- Treasure King reiterated the additional covenants and requirements (exhibit F) this is concerning the audit requirements of the reserve fund/rate.
 - Under exhibit F - Rate study - it stated that "if Revenues collected during the fiscal year are not sufficient to the requirements outlined in the Rate Covenant contained in paragraph 5. of Exhibit A of this Loan Agreement, the Government agency shall, with 90 days of the end of such fiscal year, cause an independent firm of accountants or consulting engineers, to prepare a rate study to recommend a schedule of rates, charges"
 - Document of Additional covenants and requirements - Exhibit F was included in the packet.

Disbursements Report:

Motion by Trustee Knutson and seconded by Trustee Budinger and unanimously carried to approve the disbursements as provided.

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

Larksfoot Minor Subdivision-

- The administrator's report, Minor Subdivision application, and documents were included in the packet.

Motion made by Trustee Knutson, Seconded by Trustee Budinger, and carried with 5 ayes and 1 abstain. Voting Abstaining: Trustee Pattison abstained because it is work-related.

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				

Colorado Code Consulting Contract-

Discussion ensued regarding the Colorado Code Consulting Contract - building department. Documents related were included in the packet.

Board & Staff discussion points:

- The current building official Dan Reardon was present and explained the plan review fee process.
- Town Attorney Bo Nerlin stated the boards' option in regards to the Colorado Code Consulting contract with the Town.
 - Have an executive session to discuss any legal or negotiations.
 - Board could terminate the contract and the building official will serve to the end of the contract - December 2020.
 - Board could negotiate the contract with amendments and direct staff to draft a revised contract and present it to the board at the November 1st meeting.
- A suggestion from Trustee Pattison was to add amendments to the contract.
- A suggestion from Trustee Johnson was to terminate the contract and then amend the contract.
- A suggestion from Trustee Budinger was to terminate the contract and ask Colorado Code Consulting to reply to the RFP with the amendment to the contract.
- Trustee Meck was in favor of putting out an RFP.
- Trustee Knutson has concerns with hiring a new building inspector.

Public Comment:

- A community member suggested to adopt the Colorado Code Consulting fees and upload them on the website.
- A community member suggested looking into setting up a board of appeals.

Motion made by Trustee Knutson, Seconded by Trustee Meck and unanimously failed to pass to continue contract into the next year 2021 and extend the contract for one year.

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 to terminate the contract with Colorado Code Consulting and propose a revised contract for 3 months with a potential for renewal pending additional terms.

Motion amended by Trustee Pattison, Seconded by Trustee Knutson and unanimously carried to terminate the contract with Colorado Code Consulting at the end of 2020 and ask to establish a 3-month contract with the for the first quarter of 2021 with automatic one-month extensions pending negotiations.

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				

Staff Retirement Plan Review and Update-

The discussion ensued during the work session under the employee staff retirement plan review.

Motion made by Trustee Knutson, Seconded by Trustee Budinger and unanimously carried to adopt recommendations of representative Shane Squibb for the employee retirement with Empowered Retirement.

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				

Public Water System Discharge Permit Inspection Results

- The Public Water System Discharge Permit Inspection Results from the State of Colorado and recommendations from staff were included in the packet.
- No action was required documents were for informational purposes

Building Permit Fee Structure-

- Continued discussion by the Board regarding the building permit fee schedule.
- The proposed fee schedule was included in the packet.
- The current and proposed permit fee project valuation was in the packet.
- The three scenarios using existing and proposed structure was included in the packet.
- Trustee Pattison suggested adopting the simple fee schedule.
- Town Attorney Bo suggested to use information from the 2018 building code and have input from the building official.
- Trustee Knuston and Town Administrator suggested having a meeting with the Planning and Zoning Committee regarding this matter.

Motion made by Trustee Knutson, Seconded by Trustee Bear, and unanimously carried to table discussion.

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				

Revised 2021 Budget Calendar-

- Discussion ensued by the board on setting the next meeting day and time.
- Mayor Bachran stated the Board of Trustees budget work session meeting is to meet on Tuesday, November 3rd at 2:30 pm

Braver Angels America Hold America Together discussion and possible action item Requested by Trustee Knutson.

- Discussion ensued by Trustee Knuston regarding his requesting the Town signing the Braver Angels letter of support and that the board approves placement of a banner at the Twin Lakes property.
- The support letter was included in the packet.
- Two board members were not in favor of signing the letter or the placement of the banner.
- Three community members were not in favor of the town signing the letter.
- Suggestions were made and encouraged individuals to sign the letter.

Consent Agenda

Regular Minutes:

10/13/2020

Special Minutes:

8/20/2020

Motion by Trustee Bear, Seconded by Trustee Budinger and unanimously carried to approve consent agenda with corrections to October 13, 2020, regular minutes - add bullet points of Constantine Herchfields statement, add the rest of the Planning and Zoning commissioner members, and separate the Tree board from the committee reports.

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

- Honoring the Capital Christmas Tree event.
 - Lights and sirens starting from the Highway down into Grand Ave.
 - Paonia Junior-Senior High choir will be singing.
 - Purchased 2 banners with the monies from COVID-19 and the banner located near the High School was vandalized.
- Administrator Fergusons goals are ready to send to the Mayor.

Committee Reports

Finance & Personnel report:

- Meeting October 28, 2020, at 9:30 pm

Governmental Affairs & Public Safety report:

- Meeting November 9th at 3:00 pm

Public Works-Utilities-Facilities report:

- Met October 19, 2020, with the Administrator and Public Works Director.
- PHS meter is in the works in getting completed.
- Boxelder is in the works in getting completed.
- Discussed the mapping project.
- Inventory of equipment is in the works
- The bulk station is in the works.
- Discussed the creation of the water storage project.
- Discussed the water production.

- No meeting has been set.

Space to Create:

- Meeting one more time.

Tree Board:

- Met October 20th
- The creation of a draft tree management plan is in the works.
- The board would like to update the web with an updated pathway.
- Paula Martin is working on the process for the tree city 2021 application.

Adjournment

The meeting was adjourned by Mayor Bachran at 8:41 pm

Amanda Mojarro, Deputy Clerk

Mary Bachran, Mayor

DRAFT

Minutes
Town Board Work Session
Town of Paonia, Colorado
November 03, 2020

RECORD OF PROCEEDINGS

The Special Meeting held Tuesday, November 03, 2020, was called to order at 2:32 p.m. by Mayor Mary Bachran, followed by the Pledge of Allegiance. Formal Video Record at:
<https://www.youtube.com/watch?v=50Dmk1LSAIw>

Roll Call

PRESENT

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

Approval of Agenda

Agenda Approval

Motion made by Trustee Bear, Seconded by Trustee Budinger and unanimously carried to approve the 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				

Regular Business

2021 Budget Work Session – Continued:

- The work session discussion ensued regarding a potential rate modification to the water, sewer, trash, and other sections of the budget.

Board & Staff discussion points:

Discussion on the Trash reserve fund spreadsheet. The spreadsheet was in the packet.

- Trustee Pattison read her statement letter. The letter was included in the packet.
- Discussed the Delta County landfill rate increase - this caused an increase in the town's tipping fee.
- Discussed reallocating the payroll from the trash fund to the general fund.
- The salaries are allocated towards what the employees work in the most.
- Trustee Pattison suggested an opt-out option.

Motion by Trustee Knutson, Seconded by Trustee Johnson and carried with 4 ayes and 2 nays. To set trash rates to \$18 for single trash can user, \$23 for a 2-4 trash can user, \$30 for a heavy user, \$50 for a 2-yard dumpster user, and \$60 for a 3- yard dumpster user.

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				

Discussed the water fund spreadsheet. The spreadsheet was in the packet.

- Discussed the estimated vs the actual water taps.
- Discussed the water base fee charge.
- Discussed multiple items in the water expense spreadsheet.
- Trustee Pattison suggested removing the spring repair line item.
- Trustee Bear and Trustee Pattison are not in favor of raising the water rates.
- The suggestions were to remove multiple expenses from the budget.
- Discussed the cost to produce water for the community is \$2.41 to produce 1000 gallons of water.

Motion by Trustee Bear, Seconded by Trustee Meck and carried with 5 ayes and 1 nay. To raise the water base rate across the board by \$2.00 utilize the gallon rate starting at \$2.40 as the new rate schedule.

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				

Discussed the operating cost of the sewer fund spreadsheets. The spreadsheet was in the packet.

- The payroll is allocated as close to the actual.
- Discussed the line item pertaining to debt reserves (3months) and the required amount that should be in there.
- Discussed the water and sewer's combined debt reserve.
- Discussed the sale of the Twin Lake (old sewer plant) property - these are restricted funds which can only be used for capital improvement of the property.
- Trustee Pattison would like to have the longevity next to the big-ticket items.
- Trustee Pattison suggested moving payroll into the general fund instead of allocating from the water, sewer, and trash fund - Treasure King was not in favor of this suggestion.
- Trustee Bear suggested reclaiming the Twin Lakes property.
- The Mayor suggested applying for the Brownfield Grant to rehabilitate the Twin Lakes property.
- Trustee Bear suggested posting pone any sewer rate increase for the time being.

Motion made by Trustee Bear, Seconded by Trustee Knutson. The motion was withdrawn by Trustee Bear. To postpone any sewer rate for a max of 3-months into the new year. To gather information of what the reclamation consist of and how long the process will take, and how much money can be freed up and be put back into the reserve from the \$58,000.

- Discussion ensued by Trustee Bear to defer any action on raising the sewer rates.
- Finance Officer stated that direction was needed to be given by the board on where to cut the cost of \$79,000.
- Discussed if the Twin Lakes property money of \$58,000 can be used in the sewer fund in general - the money needs to be used only towards that property - if the property is sold the remaining money gets returned back to the lender.
- Trustee Pattison suggested budgeting three-quarters of anticipated sales of sewer taps until March so that the sewer budget conforms.
- Trustee Bear suggested to budget 8 out of town sewer taps so that the sewer budget conforms.

Motion made by Trustee Bear, Seconded by Trustee Knutson and unanimously carried to budget the sale of 8 sewer taps for 2021 and revisit the rate increase at the end of April 2021 (4 months).

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				

Adjournment

4. Adjournment

The meeting was adjourned by Mayor Bachran at 4:41 pm

Amanda Mojarr0, Deputy Clerk

Mary Bachran, Mayor

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

November 18, 2020

AGENDA SUMMARY FORM



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

Summary:

Notes:

Possible Motions:

Motion by: _____ 2nd: _____ vote: _____

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

November 18, 2020

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:

November 18, 2020