



Board of Trustees
WORK SESSION
Thursday, May 5, 2022, 5 p.m.

Attend in person:
Cedaredge Civic Center, Grand Mesa Room, 140 NW 2nd St.

Attend virtually:
On Your Computer: <https://bit.ly/3eP35js> | Password 443001
On Your Phone: 253-215-8782 | Webinar ID: 874 9904 6934 | Password: 443001

AGENDA

Please note that no formal decisions or actions take place at a Work Session.

1. Mosquito Abatement Program
 - a. Guest Speaker: Greg Rajnowski, Director, Delta County Public Health
2. Board Work Session schedule for off site visits

MEMO

Date: May 3, 2022
To: Mayor and Board of Trustees
From: Kami Collins, Town Administrator



Subject: Mosquito Abatement Program

Since 2017, the Town has contracted with Vector Disease Control to fog for mosquitoes three times during the peak of the season when West Nile Virus is most prevalent. The past couple of years, the three fogging applications have cost \$4,200; the same amount has been budgeted for 2022. Typically, VDC fogs once a month, usually July, August and September. The dates fluxuate and are dependent on weather and VDC's scheduling. Prior to each fogging, the Town releases information to inform residents via *Writing on the Edge*; the Town's Facebook page; and in the *Delta County Independent* and *High Country Shopper*, as publishing allows.

At the end of last summer, the Board asked to speak with Greg Rajnowski, the Director of Public Health for Delta County, regarding best practices and additional information on mosquito abatement programs. Mr. Rajnowski will be in attendance to speak to you during the Work Session.



Board of Trustees
REGULAR MEETING
Thursday, May 5, 2022, following the Work Session

Attend in person:
Cedaredge Civic Center, Grand Mesa Room, 140 NW 2nd St.

Attend virtually:
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AGENDA

[A] denotes an action item; [D] denotes a discussion item; [I] denotes an information item

- 1) Call to Order & Pledge of Allegiance
- 2) Roll Call
- 3) Agenda Approval **[A]**
- 4) Consent Agenda **[A]**
 - a. Minutes: 4/21/2022 Regular Meeting
 - b. Disbursements 3/2022
 - c. Memorandum of Understanding: Masonic Hall Parking
- 5) Swearing In of Incoming Board Members
 - a. Tracy Gist
 - b. Tim Hawbaker
- 6) Lot Drawing for Murray/Gist term
- 7) Constituent Time

Constituents may address the Board of Trustees about any issue. Please state your name and address for the record. You have three (3) minutes to address the Board of Trustees. Please note that specific questions may not be answered and staff will follow up with you after the meeting. Please maintain public meeting decorum – no personal attacks of any kind.

 - a. Follow up from 4/21/2022 Constituent Time **[I]**
- 8) Board Vacancy **[D]**

5/4/2022 6:33 PM

9) Boards, Committees & Commissions

a. Planning & Zoning Commission

- Amendment to the Bylaws [A]
- Sidewalk/Street Inventory [D]

b. Recreation Advisory Committee

- Community Recreation Survey [D]

10) Resolution 17-2022: Moratorium on Sexually Oriented Businesses [A]

11) Resolution 18-2022: Appointing Kami Collins as Town Administrator [A]

12) Contract: Town of Cedaredge Town Administrator Employment Agreement [A]

13) Ordinance 2022-04: Board of Trustees Meeting Schedule [A]

14) Title 16 Update Status [D]

15) Trustee Comments and Upcoming Work Session and/or Board Meeting Discussion Topics

16) Adjourn

Town of Cedaredge Board of Trustees
Regular Meeting
Record of Proceedings
April 21, 2022

The Town Board of Trustees met for its Regular Meeting on April 21, 2022, at the Cedaredge Civic Center, 140 NW 2nd Street, Cedaredge, Colorado, with a virtual meeting option available via Zoom webinar. The meeting notice was posted in the designated area at Cedaredge Town Hall at least 24 hours prior to the meeting in accordance with the Sunshine Law. All documents included in these minutes by reference are available for review at Cedaredge Town Hall.

Call to Order & Pledge of Allegiance: Mayor Michael called the meeting to order at 6 pm and led the Pledge of Allegiance.

Roll Call: Present were Mayor Patti Michael, Mayor Pro Tem Cathy Brown; Trustees Jim Atkinson, Charlie Howe, and Richard Udd; Town Administrator & Town Clerk Kami Collins; and Deputy Clerk Jess Shelton.

Agenda Approval: Trustee Atkinson moved and Trustee Udd seconded to approve the agenda, with the removal of Resolution 18-2022: Appointing Kami Collins as Town Administrator.

Roll Call Vote: Voting ‘aye’ were Mayor Michael, Mayor Pro Tem Brown; and Trustees Atkinson, Howe, and Udd; no Trustees voted ‘nay.’ Motion passed unanimously and the agenda was approved.

Consent Agenda:

- a. Minutes: 4/7/2022 Regular Meeting
- b. Financial Statements: 3/31/2022
- c. Abercrombie Lease

Trustee Udd moved and Trustee Atkinson seconded to approve the consent agenda, with one correction to the April 7, 2022, meeting minutes. The correction to the minutes should state: “Resolution 14-2022 is approved with the amendment to have the Hwy. 65 striping completed by CDOT prior to a Certificate of Occupancy being issued. The Certificate of Occupancy can be issued prior to the striping being completed.”

Roll Call Vote: Voting ‘aye’ were Mayor Michael, Mayor Pro Tem Brown; and Trustees Atkinson, Howe, and Udd; no Trustees voted ‘nay.’ Motion passed unanimously and the consent agenda was approved.

Boards & Commissions:

- a. Cedaredge Tree Board
 - i. Appointment of Ron Baker: Mayor Pro Tem Brown moved Trustee Howe seconded to appoint Ron Baker to the Cedaredge Tree Board.

Roll Call Vote: Voting ‘aye’ were Mayor Michael, Mayor Pro Tem Brown; and Trustees Atkinson, Howe, and Udd; no Trustees voted ‘nay.’ Motion passed unanimously and Ron Baker was appointed to the Cedaredge Tree Board.

- b. Planning & Zoning Commission
 - i. Appointment of Wayne “Skip” Bethurum: Trustee Atkinson moved and Trustee Howe seconded to appoint Skip Bethurum to the Planning and Zoning Commission.

Roll Call Vote: Voting ‘aye’ were Mayor Michael, Mayor Pro Tem Brown; and Trustees Atkinson, Howe, and Udd; no Trustees voted ‘nay.’ Motion passed unanimously and Skip Bethurum was appointed to the Planning and Zoning Commission.

Outgoing Board Members:

- a. Mayor Patti Michael: Mayor Michael gave a short speech and thanked the Town Staff for all their hard work.
- b. Mayor Pro Tem Cathy Brown: Mayor Pro Tem Cathy Brown made a statement to the board and thanked the staff for all their work.
- c. Trustee Charlie Howe: Trustee Howe spoke about his time on the Board and what he assisted with while on the board.

Trustee Udd thanked all outgoing Board members for their work and dedication to the Town and gave each exiting member a gift.

Incoming Board Members:

- a. Mayor Richard Udd: Judge Bruce Joss swore Mayor Richard Udd into the office of Mayor.
- b. Trustee Dick Cartin: Judge Bruce Joss swore Trustee Richard “Dick” Cartin into the position of Board Trustee for the Town of Cedaredge.
- c. Trustee Mick Murray: Judge Bruce Joss swore Trustee Michael “Mick” Murray into the position of Board Trustee for the Town of Cedaredge.

Constituent Time:

Greg Hart, 1430 SE Fairway Drive Cedaredge, CO 81413. Mr. Hart stated that the Carver Policy of governance would help the Board and guide the management of the Board. Mr. Hart stated that this would help set policy and help the Board have the ability to understand the relationships to the Board and among the Board.

Larry Lefner, 405 NW Cedar Cedaredge, CO 81413. Mr. Lefner stated that he wants the Town to look into using larvicide and not the fogging system that the town has used in the past for mosquito abatement. Mr. Lefner stated that larvicide is better for organic gardens.

Department Head Reports:

- a. Public Works Director Jerry Young: Mr. Young stated that Public Works had a large water leak earlier in the week and discussed the details of the project. Mr. Young stated that the water is now discolored but that it is still safe to drink. Mr. Young stated that the liner at the lagoons is being replaced. Mr. Young also stated that there are changes occurring on the mountain, since there is muddy water coming into the plant and the weather is warming up.
- b. Police Department Chief Dan Sanders: Chief Sanders submitted a written report
- c. Town Administrator/Town Clerk/Economic Development Kami Collins: Ms. Collins stated that she was at a manager training last week. Ms. Collins stated that Greg Perkins has volunteered to help at the golf course. Ms. Collins and Mr. Perkins have worked on updating the tournaments at the Golf Course for this season and that all but one of the tournaments from last year have scheduled their tournaments again this year. Town Administrator Collins stated that Atley Harris was hired to be the Pro Shop Manager at the Golf Course. Mr. Harris has worked at the Golf Course in the past and has knowledge of the operations.

Ms. Collins stated that the election was successfully completed and welcomed the new Board.

Ms. Collins stated that the official approval of the renewal of Lost Mesa Grill's liquor license had been submitted to the state.

Town Administrator Collins discussed that applications for Applefest are available online.

Financial:

- a. Financial Report – Mayor & Treasurer Richard Udd: Mayor Udd presented the financial report.

Resolution 17-2022: Temporary Moratorium on Title 16 Applications: This resolution outlines adopting a temporary moratorium on the acceptance of any applications for acceptance for any subdivisions, zoning changes, sexually oriented business conditional use permit and petitions to annex. Trustee Atkinson gave an update on the progress of Title 16.

Trustee Murray moved and Trustee Cartin seconded to table resolution 17-2022 until the next Board meeting on May 5, 2022.

Roll Call Vote: Voting 'aye' were Mayor Udd, and Trustees Atkinson, Cartin and Murray; no Trustees voted 'nay.' Motion passed unanimously and Resolution 17-2022 was tabled until the May 5, 2022, meeting.

Mayor Udd allowed Tate Locke to speak regarding the moratorium and the changes to Title 16. Mr. Locke stated that there were changes made to the R-1 zone regarding multi-family units. Mr. Locke stated that it was not a minor change to take out a type of dwelling from a zone that it is currently in. Mr. Locke stated that he is concerned about other changes that may be in the new Title 16.

Trustee Comments and Upcoming Work Session and/or Board Meeting Discussion Topics:

- a. Trustee Atkinson asked about the status of a consultant being able to look at the Deer Creek Bridge. Mr. Jerry Young stated that he has reached out to a couple of contractors and will work on getting assessments. Mr. Young stated that the County and State are not willing to look at the bridge.
- b. Trustee Cartin stated that he does not know why there is a moratorium. Mr. Cartin then stated that he thought that once a submittal was submitted to the Town, it would be grandfathered in, if regulations and requirements change. Ms. Collins and the Board had further discussions regarding the moratorium and the intent of the moratorium.

Mayor Udd adjourned the meeting at 7:19 pm.

Respectfully Submitted,

Jess E. Shelton
Deputy Town Clerk

Memorandum of Understanding
Effective this 5th day of May 2022, between
Town of Cedaredge (Town) and Cedaredge Temple Building Masonic Hall (Masons)
Concerning Providing Maintenance for use of Public Parking Area

Location description (See Exhibit A Attached):

- Address: 295 W Main ST
- Parcel #: 3193-292-04-014
- Approximate lot size 125x150'

The Town as an adjacent property owner wishes to continue a positive working relationship with the Masons as agents of the Cedaredge Temple Building aka Masonic Hall. This Memorandum of Understanding is a method in which to document previous agreements concerning the use and maintenance of property.

A) The Town agrees to provide the following:

1. Sidewalk: Plow or shovel snow and de-ice as necessary within the Town's general required sidewalk/trail maintenance schedule after a snow event.
2. Priority #1: Plow or shovel a portion of the area within 24 hours or before Town Hall opening after a snow event. A leaf/needle pickup project will be done once a year. Parking spaces can be indicated with paint or appropriate traffic markings.
3. Priority #2: Remove enough snow to allow a passenger car safe travel through the area after other snow removal in the Town has been completed. No staff overtime hours will be used to remove snow.
4. Priority #3: Clean up snow as town staff and equipment are available.
5. The Town agrees to accommodate the Masons and move Town employee or town vehicles when the parking area is needed for Masonic Hall maintenance or other needs.

B) The Masons agree:

1. Priority #1: Allow town employees to park during work hours unless the parking area is needed for Masonic Hall maintenance or other needs.
2. Sidewalk: Prevent grass clippings and other yard waste from entering the sidewalk or gutter. (The gutter is necessary to drain storm water or assist with snow melt operations.)
3. With a ten-day written notice, for insurance purposes, the Masons can close the parking lot to the public including town employees for up to four days.

The use of the parking lot by others is not expressed or implied.

The term of this agreement shall be three (3) years, commencing on May 5, 2022. Either party to this agreement may terminate this lease by giving thirty (30) days written notice to the other party.

“Town”
Town of Cedaredge
235 W Main St | PO Box 398
Cedaredge, CO 81413
970-856-3123 ext. 113
Authorized Contact: Kami Collins

“Masons”
Cedaredge Temple Building Masonic Hall
Mailing Address: 17927 Hanson Rd
Site Address: 295 W Main St, Cedaredge
Telephone: 970-856-6516
Authorized Contact: Arlo C. Hanson

Approved this 5th day of May, 2022
by the Board of Trustees.

Approved this _____ day of May 2022
Cedaredge Temple Building Masonic Hall

By _____
Mayor Richard L. Udd

Signature _____

Title: _____

Print Name: _____

Attest:

Jess Shelton, Deputy Town Clerk

Exhibit A

Masonic Hall - 295 W Main ST
February 2016 MOU



Oath of Office

**STATE OF COLORADO
COUNTY OF DELTA
TOWN OF CEDAREGE**

I, Tracy Gist, do solemnly swear that I will support the Constitutions of the United States of America and of the State of Colorado, and the Home Rule Charter and the Ordinances of the Town of Cedaredge, and will faithfully perform the duties of Trustee, upon which I am about to enter.

Signature: _____

Date: _____

Officer administering affirmation: W. Bruce Joss
Municipal Judge
May 5, 2022



Oath of Office

**STATE OF COLORADO
COUNTY OF DELTA
TOWN OF CEDAREEDGE**

I, Timothy Hawbaker, do solemnly swear that I will support the Constitutions of the United States of America and of the State of Colorado, and the Home Rule Charter and the Ordinances of the Town of Cedaredge, and will faithfully perform the duties of Trustee, upon which I am about to enter.

Signature: _____

Date: _____

Officer administering affirmation: W. Bruce Joss
Municipal Judge
May 5, 2022



Constituent Time Follow Up
From the April 21, 2022 meeting

- Greg Hart addressed the Board and suggested the Carver Policy of Board governance be utilized by the Board of Trustees. Information only; no follow up at this point, unless directed by the BOT.
- Larry Lefner addressed the Board and expressed concern over the use of fogging, instead of larvaciding, for mosquito abatement. Mr. Lefner was invited to the following Work Session where the topic will be discussed.

BYLAWS
Town of Cedaredge Planning & Zoning Commission

INTRODUCTION

1. The name of this organization shall be the “Town of Cedaredge Planning & Zoning Commission” hereafter referred to as the “Commission.”
2. The Commission is created for the purpose as stated herein with these Bylaws and pursuant to CRS 31-23-202, and amendments thereto.
3. The provisions of these Bylaws shall apply to and govern the Commission.

PURPOSE

The purpose of the Commission includes:

- Taking the lead in preparing the Town's Master Plan.
- Providing written Resolutions and/or Ordinances drafts as directed by the Town Board.
- Providing recommendations to the Town Board regarding variances and exceptions to the Town Land Use Municipal Codes.
- Insuring that each land use development proposal meets the goals and standards set out in the Municipal Codes, and any applicable land use development policy.

MISSION STATEMENT

Town of Cedaredge Planning and Zoning Commission Vision and Mission: To retain the community character with its natural mesa openness and create positive economic and living opportunities for current and future residents.

PRINCIPAL OFFICE

The principal office of the Commission shall be Cedaredge Town Hall, but meetings of the Commission may be held at such places in the Town of Cedaredge, or other places as the Commission shall direct.

JURISDICTIONAL AREA

The jurisdictional area of the Commission shall be limited to the town limits of the Town of Cedaredge.

AREA OF INFLUENCE

The review and comment area of the Commission shall be extended to include the defined area of influence outside of the jurisdictional area.

MEMBERSHIP

1. Qualifications: The members of the Commission shall be residents in the jurisdictional area of the Commission.
2. Composition: The Commission is composed of five members and up to two members of the Board of Trustees of the Town as an ex officio members. The Board of Trustees shall appoint Commissioners.
3. Terms of Service: The terms of the ex officio member shall correspond to their official tenure. The terms of non-officio members shall be three years. Members may seek additional, subsequent terms, to be appointed by the Board of Trustees.
4. Members' Duties: Each member shall have the responsibility of attending all regular and special meetings of the Commission in order that the Commission can conduct business in an effective, efficient, and responsible manner. Each member shall fulfill other duties and obligations as assigned by the Chairperson of the Commission. Unexcused absences for more than three regular meetings in a calendar year by a member shall constitute grounds for dismissal from the Commission if the requirements of the Municipal Code are met. Each member of the Commission

who has knowledge of the fact that he/she will not be able to attend the scheduled meeting of the Commission shall notify the Chairperson or the Town Administrator. Only the Chairperson of the Commission or the Town Administrator may authorize excused absences. The Town Clerk will keep a record of attendance.

5. Vacancies: Vacancies occurring on the Commission shall be filled by recommendation from the Commission to the Board of Trustees for appointment, and such appointees shall complete the un-expired term.
6. Compensation: With exception to ex-officio members, members the Commission shall be entitled to be compensated for their services as follows:
 - a. Effective Date January 1, 2015.
 - b. Each member shall receive twenty-five (\$25.00) dollars per month.
 - c. In the event additional compensation is approved by the Town Board for public hearings, the planning members present at the public hearing will be compensated an equal portion of fees specifically charged to the applicant for the purpose of a public hearing by the Planning & Zoning Commission.
 - d. No compensation will be paid for the month if the member fails to report to the scheduled regular meeting unless excused in advance by the Commission Chairperson or Town Administrator.
 - e. Decrease or increase in compensation shall be adopted by ordinance.
7. Reimbursement: In addition, members of the Commission shall be reimbursed for transportation and actual expenses (up to, but not exceeding state or town policies for reimbursement) incurred while conducting Commission business. Members shall be reimbursed for allowable expenses incurred in attending or conducting Commission business. Members may be reimbursed for the actual expenses while attending conferences or meetings in another city, county or state, providing that (a) such conference or meeting is deemed necessary or beneficial by the Board of Trustees, (b) the conference or meeting deals with planning or related problems, and (c) there are sufficient funds available in the Commission appropriation. All meetings, trainings or other Planning activities must first be approved by the Commission; all expenses must be authorized by the Town Administrator.

OFFICERS

1. Elective officers: The elected officers of the Commission shall be the Chairperson and Vice-Chairperson, who shall be elected annually. The Commission may create and fill such other offices as it may determine.
2. Eligibility: Any member, except ex officio members, of the Commission may hold an elective office.
3. Duties of the Chairperson: The Chairperson shall have the usual executive power of supervision and management of the Commission. The Chairperson shall at a minimum:
 - a. Preside at all meetings of the Commission.
 - b. Call special meetings of the Commission in accordance with these Bylaws.
 - c. Sign documents of the Commission.
 - d. See that all actions of the Commission are properly taken.
 - e. Assign members to specific tasks as necessary to conduct Commission research.
 - f. Be the public representative of the Commission.
4. Duties of the Vice-Chairperson: During the absence, disability, or disqualification of the Chairperson, the Vice-Chairperson shall exercise or perform all duties and be subject to all responsibilities of the Chairperson.
5. Terms of office: All elective officers shall be for one (1) year with eligibility for re-election. The term shall commence to run following the annual meeting.
6. Vacancies: The Vice-Chairperson shall succeed the Chairperson if the Chairperson vacates his/hers office before his/hers term is completed. The Vice-Chairperson shall serve for the un-expired term.

The Commission shall appoint a member of the Commission to fill any un-expired term for the Office of Vice-Chairperson.

7. The Town Clerk shall serve as the Secretary to the Commission. The Clerk shall at a minimum:
 - a. Keep the minutes of the Commission in an appropriate manner.
 - b. Give or serve all notices required by law or the Bylaws.
 - c. Prepare and distribute the agenda for all meetings of the Commission.
 - d. Be custodian of all Commission business.
 - e. Inform the Commission of correspondence relating to Commission business and attend to such correspondence.

MEETINGS

1. Regular Meetings: The first Tuesday of each month shall be the regular meeting time of the Commission. The Chairperson of the Commission or Town Administrator may cancel any regular meeting for which there is a lack of official business. All meetings of the Commission shall be open to the public.
2. Special Meetings: Special meetings may be called by the Chairperson or any two (2) members upon written request to the Town Administrator. The Town Clerk shall notify all members at least twenty-four (24) hours in advance of a special meeting.
3. Annual meeting: The regular meeting held in June shall be known as the annual meeting, and such meeting shall provide for the election of officers, receiving annual report (if any) and reviewing member tasks (if any).
4. Virtual meetings are allowed as specified under Ordinance 2021-05.
5. Quorum: A quorum determined by a majority of all members shall constitute a quorum, but not fewer than three members.
6. Official Action: No action of the Commission is official unless authorized by a majority of the members of the Commission attending a regular or properly called special meeting. In the event that a quorum is not present or an "official action" by the Commission is not obtained, the members present shall consider all applications before the Commission and any action taken by the members present shall be forwarded to the Board of Trustees as an "unofficial action." Recommendation to the Board of Trustees can still be made under this "unofficial action."
7. Order of Business: The order of business shall be as follows unless otherwise ordered by the Chairperson:
 - a. Call to order
 - b. Approval of minutes
 - c. Constituent Time
 - d. Unfinished applications
 - e. New applications
 - f. Other
 - (1) Personal appearances
 - (2) Reports
 - (3) Regulations/Ordinances
 - g. Adjournment
 - h. Workshop
8. Public hearings: The order of public hearings shall be but is not limited to:
 - a. Summary presentation by the Town Administrator, Town Planner or other Town Staff
 - b. Applicant presentation
 - c. Questions from Commissioners to Staff or Applicant
 - d. Public Comment
 - e. Staff Rebuttal
 - f. Applicant Rebuttal
 - g. Questions from Commissioners to Staff or Applicant

h. Commission Deliberations

i. .

9. Rules of order: ROBERT’S RULES OF ORDER or Parliamentary Procedure shall govern Commission proceedings unless otherwise specified in the Bylaws.

VOTING PRIVILEGES

1. Voting right: Each member of the Commission, except for the ex-officio member, shall have one (1) vote, and each member shall exercise his/her voting right in a manner specified by the Chairperson. Proxies shall not be allowed.
2. Conflict of interest: Any member of the Commission who has the potential of a conflict of interest on any matter that is on the Commission’s agenda shall immediately give notice of such conflict to the Commission, voluntarily excuse himself/herself, vacate his/her seat, and refrain from discussing and voting on such matters. At any time, the Commission may, by majority vote of the members present, disqualify any member from participating on any issue for which the Commission agrees that such member has a conflict of interest.

FINANCIAL ADMINISTRATION

Authority to expend money: The Commission shall have the authority to expend, under regular Town procedures, with the authority of the Town Administrator.

AMENDMENTS

These Bylaws may be amended at any meeting of the Commission by official action, provided that notice of proposed amendments is given to each member in writing at least two (2) weeks prior to said meeting. Amendment of these Bylaws shall require an affirmative two-thirds majority vote of the members present and voting.

Amended this 3rd day of May 2022.

Skip Bethurum, Chairperson

Attest:

Jess Shelton, Deputy Town Clerk



**Town of Cedaredge Recreation Survey
Spring 2022**

The Cedaredge Board of Trustees, the Recreation Advisory Committee and Town Staff have heard from the community the desire for more recreational opportunities in town. With limited funds with which to budget for both repairs on current amenities and to invest in new recreational opportunities, the Board is looking for input from the community.

What types of recreation do YOU most want to see in Cedaredge? We'd love to know!

Administrative Staff and Trustees will use the information gathered in this survey to help determine how the Town can best allocate financial resources and personnel to meet the needs and desires of the community. Your response is greatly appreciated!

1. In the past 12 months, which recreational activities have you and the members of your household participated in within the Cedaredge area?

2. In the past 12 months, which activities have you and the members of your household left Cedaredge to enjoy or participate in?

3. Are you and members of your household able to participate in recreational activities within the Cedaredge area as often as you would like?

Yes No

4. If you answered “no” to Question #3, why are you unable to participate in recreation activities within the Cedaredge area?

5. Please rate in order of importance which current recreational amenities the Town should prioritize and invest in (#1 is the highest priority; #4 is the lowest priority):

_____ Trail System: Expanding the trail system

_____ Cedaredge Golf Course: Improving and upgrading maintenance systems and course conditions

_____ Town Parks: Beautifying, improving, enhancing and adding amenities to the existing Town Park and various pocket parks (High Country Park, Post Office Park, Rotary Park, Skate Park)

_____ Tennis/pickleball courts: Improving the courts

6. From the options below, rate your top three (3) ideas for future/proposed recreational amenities in which the Town should prioritize and invest:

_____ Surface Creek Trail: Extending the trail system

_____ Pickleball Courts: Adding a new, larger court that would be separate from the tennis courts

_____ Ball parks/fields/courts

_____ Off-leash dog park

_____ Water Feature in Town Park: Adding a water feature such as a splash pad

_____ Outdoor Fitness: Adding amenities for additional exercise opportunities

_____ Adding striped bike lanes on Town streets

_____ Other (please describe): _____

What last thoughts not addressed in the survey would you like the Board of Trustees to know as they plan for recreation projects in Cedaredge?

Thank you!

RESOLUTION 17-2022

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TOWN OF CEDAREGE, COLORADO**

**Regarding adopting a temporary moratorium on the acceptance of any applications for
sexually oriented business conditional use permits.**

WHEREAS, the Town of Cedaredge has broad authority to regulate the use of lands within their respective jurisdictions under the Local Government Land Use Control Enabling Act (the Enabling Act), C.R.S. § 29-20-101, et seq.

WHEREAS the Town is in the process of revising its regulations under Title 16 and requires a moratorium on the acceptance of any applications sexually oriented business conditional use permits for a period of one year to allow time for work sessions prior to implementing the new regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Cedaredge, Colorado as follows:

1. A moratorium is in effect which prohibits Town staff from accepting any applications for sexually oriented business conditional use permits that come before the Town.
2. The moratorium shall be in effect for one (1) year, at which time this Resolution shall expire unless extended for good cause shown.
3. This Resolution may be rescinded at any time prior to its expiration.

RESOLVED this 5th day of May 2022 by the Board of Trustees of the Town of Cedaredge, Colorado.

Richard L. Udd, Mayor

Attest:

Jess Shelton, Deputy Town Clerk

RESOLUTION 18-2022

**A RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
TOWN OF CEDAREGE, COLORADO,
Regarding the Appointment of Officers**

WHEREAS, the Board of Trustees of the Town of Cedaredge, Colorado, is required to appoint officers to carry on the business of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Cedaredge, Colorado, that the following person is appointed as an officer of the town:

Town Administrator, Chief Administrative Officer – Kami Collins

Resolved this 5th day of May 2022 by the Board of Trustees of the Town of Cedaredge, Colorado.

ATTEST:

Richard L. Udd, Mayor

Jess Shelton, Deputy Town Clerk

Town of Cedaredge Town Administrator Employment Agreement

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Introduction

This Agreement, made and entered into this 5th day of May, 2022, by and between the TOWN OF CEDAREDDGE, Delta County, Colorado, a municipal corporation (hereinafter called "The Town"), and KAMI COLLINS (hereinafter called "Administrator"), an individual who has the education, training, and experience in local government management to perform the duties required herein and in accordance with the attached job description as Exhibit 1 and who is hereby subject to the ethical rules found in Cedaredge Home Rule Charter Section 1-6 that references the Colorado Code of Ethics, C.R.S. 24- 18-101, et seq., and the International City/County Management Association {"ICMA"} Code of Ethics, both of whom agree as follows:

Section 1: Term

The term of this Agreement shall be from the date first listed above until such time as it is terminated in accordance with § 9 or 11. This Agreement shall be revisited annually together with the Performance Evaluation referred to in § 12. Nothing in this agreement shall be construed as creating a multiple fiscal year obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20.

Section 2: Duties and Authority

The Town agrees to employ Administrator to perform the functions and duties specified in § 3-1 and other provisions of the Cedaredge Home Rule Charter, and as set forth in the Cedaredge Municipal Code, Town Ordinances, and Colorado Revised Statutes. Administrator shall perform other legally permissible and proper duties and functions as directed by official acts of the Town.

Section 3: Compensation

A. Base Salary. The Town agrees to pay Administrator an annual base salary of \$87,000, payable in biweekly installments (every 2 weeks being a "pay period"). Upon obtaining a master's degree in public administration, Administrator will be moved to step 4 on the wage scale step program adopted by the Town Trustees.

B. Annual Salary Review. The Town shall review the compensation of the Administrator following the performance evaluation referred to in § 12, below, and the compensation of the Administrator, dependent upon the results of that performance evaluation, may then be increased as the Town deems appropriate. The decision to increase or not increase the compensation of Administrator is solely within the discretion of the Town. Increased compensation can be in the form of a salary increase, bonus, or both.

Section 4: Health and Welfare Benefits

A. Health and Welfare. The Town agrees to provide the Administrator with, and pay for, insurance policies for life, health, dental, vision, and disability on the same basis and in the same amounts as the Town provides said health and welfare benefits to other Employees.

Section 5: Paid Time Off - PTO

A. Rate of Accrual. Upon execution of this agreement, accrued Vacation, Sick and Premium Leave Time shall be converted to PTO. Administrator shall begin to accrue 10 hours PTO at each payroll period following the mutual execution of this agreement. Administrator will also receive the benefit of the Town's official holidays.

B. Accrual Limits. The Administrator is entitled to accrue all unused PTO with an annual year end carryover of 240 hours; and, in the event the Administrator's employment is terminated, either voluntarily or involuntarily, the Administrator shall be compensated for all accrued leave up to 240 hours.

Section 6: Automobile/Cell Phone

The Town agrees to pay to the Administrator, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$100 per pay period for automobile and cell phone allowance. The pay period allowance may be increased annually, solely within the discretion of the Town.

A. Automobile. The Administrator shall purchase, lease, or own, operate and maintain a vehicle. The Administrator shall be responsible for paying for liability, property damage,

and comprehensive insurance coverage upon such vehicle, must list the Town as an additional insured on such insurance and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and replacement of said vehicle. The Town shall reimburse the Administrator at the IRS standard mileage rate for any business use of the vehicle beyond the greater Cedaredge area. For purposes of this § 6, use of the car within the greater Cedaredge area is defined as travel to locations within a 75-mile radius of the Cedaredge Town Hall.

B. Cell Phone. Administrator shall purchase, lease, or own, operate and maintain a cell phone.

Section 7: Retirement Benefits

A. 401(a) Plan. The Town agrees to enroll the Administrator into the Town's qualified 401(a) defined contribution plan offered through CCOERA for the Administrator to which the Town shall contribute 6% of gross salary per pay period.

Section 8: General Business Expenses

A. Dues and Subscriptions. The Town agrees to budget for and to pay for professional dues and subscriptions of the Administrator necessary for continuation and full participation national, regional, state, and local associations, and organizations necessary and desirable for the Administrator's continued professional participation, growth, and advancement, and for the good of the Town.

B. Travel Expenses. The Town agrees to budget for and to pay for travel and subsistence expenses incurred by Administrator, for professional and official travel, meetings, and occasions to adequately continue the professional development of Administrator and to pursue necessary official functions for the Town, as determined by the Town during the annual budgeting process. The Town also agrees to budget for and to pay for travel and subsistence expenses of Administrator for short courses, institutes, and seminars that are necessary for the Administrator's professional development and for the good of the Town.

C. Adequate Technology. The Town shall provide the Administrator with adequate technology required for the Administrator to perform the job and to maintain communication, as determined by the Town during the annual budgeting process.

Section 9: Termination

The parties may terminate the contract under the following circumstances:

A. A breach of contract is declared by either party with a 30-day cure period. Written notice of a breach of contract shall be provided in accordance with the provisions of § 18.

B. The majority of the governing body votes to terminate the Administrator at a properly posted and duly authorized public meeting.

C. The Administrator terminates this contract by voluntary resignation of his position with a minimum of 45 days' notice given unless the parties agree to a shorter notice.

D. If a Member of the Board of Trustees breaches the Code of Ethics (Section 1-16, Cedaredge Home Rule Charter), and the breach is not remedied by the Board of Trustees to the satisfaction of the Town Attorney within 60 days of notice of the breach to Town Attorney by the Administrator in writing, Administrator may terminate the contract with a minimum of 45 days' notice given unless the parties agree to a shorter notice period.

E. If the Town reduces the base salary, compensation, or any other financial benefit of the Administrator, unless it is applied in no greater percentage than the average reduction of all department heads, Administrator may terminate the contract without notice.

F. If the Town, citizens, or legislature acts to amend any provisions of the Town Home Rule Charter or Municipal Code pertaining to the role, powers, duties, authority, and/or responsibilities of the Administrator's position that substantially changes the form of government, Administrator may terminate the contract without notice.

Section 10: Severance

A. Severance. Severance shall be paid to the Administrator when employment contract is terminated for the following reasons:

1. Uncured breach of the contract by the Town as defined in § 9, paragraph A.
2. Termination of the contract without cause by a majority vote of the Board of Trustees as provided in § 9 paragraph B; "without cause" defined as termination for reasons not related to poor performance or behavior or for causes set forth in paragraph D below.
3. Voluntary termination of the contract by the Administrator under the conditions described in § 9, paragraphs D E, and F.

B. Payment Amount. If the employment contract is terminated for the reasons set forth above, the Town shall provide no less than a minimum severance payment equal to all compensation (including salary, accrued leave, car allowance, and the health and retirement contributions) that would have been due or accrued during a period of six (6) months. Any severance shall be paid in a lump sum within 30 days unless otherwise agreed to by the Town and Administrator.

C. Cooling Off Period. If the Administrator is terminated for any reason set forth in subsection A above, during the six (6) month period immediately following the swearing in of a newly elected Board of Trustee member, the severance due under this § 10 is doubled.

D. Felony or Ethical Dismissal. the Town is not obligated to pay severance under this § 10, if the Administrator is terminated because of:

1. a conviction of a felony,
2. the Administrator breaches the Home Rule Charter Section 1-6 that references Colorado Code of Ethics, C.R.S. 24-18-101, et. Seq., or ICMA Code of Ethics and the breach is not remedied by the Administrator to the satisfaction of the Town Attorney within thirty (30) days of notice of the breach by the Town Board of Trustees in writing,
3. the Administrator's job performance constitutes gross negligence.

Section 11: Resignation

If the Administrator voluntarily resigns their position with the Town, the Administrator shall provide a minimum of 45 days' notice unless the parties agree otherwise and shall not be entitled to any severance.

Section 12: Performance Evaluation

The Town shall no less than annually review the performance of the Administrator (typically in December) subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Town and Administrator. The process at a minimum shall include the opportunity for both parties to:

- A. prepare a written evaluation,
- B. meet and discuss the evaluation, and
- C. present a written summary of the evaluation results.

The final written evaluation should be completed and delivered to the Administrator within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Administrator must devote a great deal of time outside the normal office hours on business for the Town, and to that end the Administrator shall be allowed to establish an appropriate work schedule. The Town Administrator position is a salaried position.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Administrator's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, the Administrator may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 15: Indemnification

The Administrator shall be defended and indemnified in his actions undertaken in his or her official capacity pursuant to all insurance coverages maintained by the Town and pursuant to the terms of the Colorado Governmental Immunity Act. The Administrator shall, however, not be indemnified for any act or omission that is willful or wanton as those terms are defined under the Colorado Governmental Immunity Act.

Section 16: Other Terms and Conditions of Employment

The Town, only upon agreement with the Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town of Cedaredge Home Rule Charter, Cedaredge Municipal Code, or any other law.

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

The Town: Cedaredge Mayor
 P.O. Box 398
 Cedaredge, CO 81413

Administrator: Kami Collins
 1516 Guston St
 Delta, CO 81416

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice with the United States Postal Service.

Section 18: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Administrator relating to the employment of the Administrator by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement but shall be effective only if executed in writing.

B. Binding Effect. This Agreement shall be binding on the Town and the Administrator as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties after the expungement or judicial modification of the invalid provision.

D. Personnel Handbook. The Personnel Handbook, amended and approved by the Town Trustees from time to time, shall apply to the Town Administrator to the extent the terms do not conflict with this Agreement.

In witness whereof, the undersigned parties have executed this Agreement as of the date first set forth above.

TOWN OF CEDAREEDGE

TOWN ADMINISTRATOR

Richard L. Udd, Mayor

Kami Collins

ATTEST:

By Town Clerk, by and through Deputy
Town Clerk, Jess Shelton



Town Administrator

Status: Exempt

General statement of duties: The Town Administrator is appointed by the Board of Trustees and exercises the direction, coordination, and control of the overall administration of the affairs and departments of the Town. The Administrator is responsible for the efficient, effective and impartial application and enforcement of all laws, ordinances, resolutions and bylaws of the Town. The Town Administrator operates with a minimum of direct supervision and is expected to exhibit a high degree of independence and integrity.

Immediate Supervisor: Board of Trustees

Supervision received: Receives general direction from the Board of Trustees but will have a wide latitude for the exercise of initiative and judgment in the discharge of duties with full responsibility for those duties. Work is reviewed from the standpoint of general effectiveness in accomplishing objectives.

Supervision exercised: Supervises all Department Heads and Town Staff.

Specific duties and responsibilities: The following are illustrative only and are not all-inclusive.

- Oversees financial management of the Town.
- Serves as Personnel Director for the Town, including recruiting, hiring, evaluating and directing Town Staff.
- Attends Board of Trustee and Planning & Zoning Commission meetings in an advisory capacity. Prepares and provides supporting documents and information pertinent to agenda items. Supports the various volunteer Boards and Commissions.
- Prepares budget proposals for the Board annually.
- Administers the Town budget after adoption and keeps the Board advised of the overall financial condition and future needs of the town, making suggestions and recommendations as needed.
- Supervises and directs various town services to solve operational and administrative concerns.
- Implements and develops procedures that execute policies adopted by the Board and ensures adherence to the procedures by Town employees and consultants.
- Directs and coordinates major capital projects, including funding.

- Coordinates with the Mayor regarding citizen complaints.
- Responds to citizen requests personally, delegates to the appropriate staff or involves the Mayor, based on the degree of request.
- Maintains sound positive public relations between the Town and its citizens; between the Town and other governmental agencies and between the various boards and commissions that make up the Town Government.
- Provide Town Board with regular reports of town projects.
- Keep abreast of current trends in the field of municipal management.

The above are critical responsibilities of the Administrator. The job description is subject to change at any time due to reasonable accommodation or other reasons. Other duties and responsibilities may be assigned by the Board of Trustees at any time.

Required knowledge, skills and abilities:

- Knowledge of municipal management, municipal government programs, community problems, and decision-making processes.
- Knowledge of municipal organization, personnel management, finance and policy
- Ability to plan, supervise and direct the work of others.
- Ability to analyze a variety of fiscal problems and make appropriate recommendations.
- Ability to maintain effective working relationships with the Board of Trustees, Town Staff and the public.
- Ability to communicate effectively, both orally and in writing.

Required education and experience:

- Bachelor's degree in business, public administration or a related field. Master degree preferred.
- At least three year's management experience in a municipal/public administration or aggressive business environment, including at least two years' experience preferably in a similar function in municipal or county government.

**TOWN OF CEDAREGE COLORADO
ORDINANCE 2022-04**

**AN ORDINANCE AMENDING SECTION 2.04.010 OF THE
CEDAREGE MUNICIPAL CODE SECTION TO MOVE FROM
BI-MONTHLY REGULAR MEETINGS TO ONE REGULAR
MEETING PER MONTH.**

WHEREAS, the Town of Cedaredge, Colorado is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the Board of Trustees of the Town of Cedaredge (Trustees) is vested with authority to administer the affairs of the Town;

WHEREAS, the Trustees moved to bi-monthly meetings thirty days after November 18, 2021 and now desire to go back to have one public meeting per month.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CEDAREGE, COLORADO, as follows:

SECTION 1:

Section 2.04.010 of the Cedaredge Municipal Code is repealed and replaced as follows:

2.04.010 Meetings.

The Board of Trustees shall hold its regular meetings on the third Thursday of each month from January through November, and on the second Thursday of the month of December. If rescheduling the regular meeting is necessary due to unforeseen circumstances, notice to the effect of meeting date, time and place will be posted no less than twenty-four hours in advance.

SECTION 2: SEVERABILITY

If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgement shall not affect application to other persons or circumstances.

SECTION 3: EFFECTIVE DATE

The provisions of this Ordinance shall become effective thirty days following publication of the notice pursuant to Cedaredge Home Rule Charter Section 1-8.

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED
on this 5th day of May 2022 by the affirmative vote of a majority of members of the Board of
Trustees present at the Regular Meeting held on May 5th, 2022.

Richard L. Udd, Mayor

Attest:

Jess Shelton, Deputy Town Clerk