

**NOTICE OF MEETING - TOWN OF KERSEY – BOARD OF TRUSTEES**  
**KERSEY TOWN HALL**  
**446 FIRST STREET, KERSEY, COLORADO**  
**REGULAR MEETING**  
**TUESDAY, OCTOBER 8, 2024 AT 6:00 P.M.**  
**AGENDA**

Meeting Called To Order

- I. Pledge of Allegiance
- II. Roll Call
- III. Additions to the Agenda
- IV. Consent Agenda:
  1. Approval of the minutes of the September 10, 2024 regular meeting
  2. Approval of the paid bills
  3. Approval of bills to be paid
- V. Public Invited to be Heard  
Citizens may make comments on items not scheduled on the agenda. Those wishing to speak on a non-agenda item must have signed the roster, state name and address for the record, and limit comments to five minutes.
- VI. New Business
  1. Approval of Resolution 2024-0015 A Resolution Adopting the 2024 Town of Kersey Non-Exclusive Allo Franchise Agreement – Stacy Brown
  2. Presentation of the 2025 Preliminary Budget – Stacy Brown
- VII. Public Hearing
  1. Approval of Ordinance 2024-0004 An Ordinance Amending Chapter 7, Article VI (Weeds, Refuse and Trees), Chapter 7, Article V (Animals), Chapter 7, Article VI (Dogs), and Chapter 8 (Vehicles and Traffic) and A New Fine Assessment Schedule of the Kersey Municipal Code– CSO Hishinuma
- VIII. Old Business
- IX. Staff Communication
  1. Chamber of Commerce
  2. Tree Board
  3. Town Manager
  4. Town Attorney
- X. Board of Trustees Communication
- XI. Consideration of a motion authorizing the Town Attorney to prepare any required resolutions, agreements, ordinances, policies, letters, and memoranda to reflect action taken by the Town Board at this meeting and at any previous meetings, and authorizing the Mayor and Town Clerk to sign all such resolutions, agreements, ordinances, policies, letters, and memoranda.

- XII. Executive Session to discuss a personnel matter under C.R.S. §24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of the City Council or any elected official; the appointment of any person to fill an office of the City Council or of an election official; or personnel policies that do not require the discussion of matters personal to particular employees.
- XIII. Adjournment

**TOWN OF KERSEY  
BOARD OF TRUSTEES REGULAR MEETING  
TUESDAY, SEPTEMBER 10, 2024 - MINUTES**

The Kersey Board of Trustees met in a regular meeting on Tuesday, September 10, 2024, at Kersey Town Hall, 446 1<sup>st</sup> Street. Mayor Gary Lagrimanta at approximately 6:10 p.m. called the meeting to order. Trustees present were Michelle Vannest, Stan Sameshima, Karen Dusin, Nathan Roth and Brad Joens.

Town Staff present: Stacy Brown, Town Manager; Deputy Town Clerk, Kurt Smith, Public Works Director; Gen MacDonald, Town Engineer; and Rick Zier, Town Attorney (virtual).

Audience Present: Craig Koenig, Brad Horner, Jeff Gross, Tim Phippard and Bill Cannon.

**Pledge of Allegiance**

**Swear in Interim Police Chief**

Haley Curtis, Deputy Town Clerk, administered the Oath of Office to Sergeant Chad Harding, swearing him in as Interim Chief of Police.

**Additions to the Agenda**

None

**Consent Agenda**

Approval of the minutes of the August 14, 2024 regular meeting, approval of the paid bills, and approval of bills to be paid. Motion made by Trustee Vannest and seconded by Trustee Sameshima to approve the consent agenda. Motion carried with a unanimous vote.

**Public Invited to be Heard**

Craig Koenig, Owner of the Koenig Family Kersey Inn - Raised concerns to the Board regarding the 1st & Hill improvements, specifically the newly installed sidewalk, the turn lane on 1st Street, and the proposed addition of a sidewalk on the east side of 1st Street along his property line.

It was subsequently determined that the recording device malfunctioned and ceased operation at this time.

Jeff Gross, 801 7<sup>th</sup> Street Kersey, CO - Conveyed gratitude to the Board for addressing and repairing the train tracks.

Tim Phippard, 407 2<sup>nd</sup> Street Kersey, CO - Expressed concerns to the Board regarding the code updates and the manner in which business is conducted during Board work sessions.

Bill Cannon, 718 3<sup>rd</sup> Street Court Kersey, CO - Raised concerns to the Board regarding accountability measures for salaried (exempt) employees.

## **New Business**

1. Approval of Resolution 2024-0014 Authorizing the Town Manager to Enter into a Contract with Benchmark Engineers, PC for the Clark Street Storm Sewer Improvement Project

Gene MacDonald, Town Engineer, addressed the Board regarding an agreement between Benchmark Engineers, PC, and the Town of Kersey for the Clark Street Storm Sewer Improvement Project. This is phase one of the project, which includes the design phase, at an amount not to exceed \$149,275. The project is 90% funded by the Homeland Security and Emergency Management Grant and 10% funded by the Town of Kersey. The design phase is scheduled for completion in June, with construction funds to be awarded 60 days thereafter. Construction is expected to begin in the fall. Two open houses will be held during the process. Scott Larson, PE, from Benchmark Engineers, PC, was present to answer questions. The Board of Trustees had no questions. Jeff Gross addressed Gene with concerns about the flow of the design.

Motion made by Trustee Roth and seconded by Trustee Vannest to approve Resolution 2024-0014 Authorizing the Town Manager to Enter into a Contract with Benchmark Engineers, PC for the Clark Street Storm Sewer Improvement Project. Motion carried with a 6-0 vote.

2. Approval of PVHS Homecoming Bonfire

Erin Shubert from student council was in attendance to get approval for the annual homecoming bonfire. Homecoming is October 5<sup>th</sup>, the bonfire on will be held Wednesday October 2<sup>nd</sup>, in the gravel parking lot between the stadium and the bus barn. The Fire Department has been notified, for their approval as well.

Motion made by Trustee Vannest and seconded by Trustee Roth to approve Approval of Platte Valley High School homecoming bonfire permit. Motion carried with a unanimous vote.

3. Approval of Real Estate Purchase

Stacy Brown presented for approval is the purchase of the property located behind 702 Kohler Farms Road. This property, which has been under discussion for some time, does not yet have an address and is located northwest of the race track. It is the final piece of land needed for the area identified as a potential site for affordable housing. The agreed purchase price is \$30,000, with all fees to be paid by the sellers.

Motion made by Trustee Vannest and seconded by Trustee Sameshima to approve the purchase of land located at KOHLER FARM PUD B1 L9, for thirty thousand (\$30,000) plus any required fees not to exceed thirty five thousand dollars (\$35,000) total. Motion carried with a 6-0 vote.

4. Approval of Renewal of Koenig Family Kersey Inn Liquor License

Craig Koenig, Owner was present, and reported there have been no issues with the liquor license over the past 13 years.

Motion made by Trustee Vannest and seconded by Trustee Dusin to approve Renewal of Koenig Family Kersey Inn Liquor License. Motion carried with a 6-0 vote.

## **Old Business**

None

## **Staff Communication**

1. Chamber of Commerce- Trustee Dusin reported that the Chamber of Commerce met and purchased and delivered an appreciation plaque to Steve Kramer. They also held a Business After Hours event. In November, the Chamber will hold its election of officers, and the Town will host the upcoming Business After Hours event.
2. Tree Board – Trustee Dusin reported that the Tree Board met and will be able to start watering at Memorial Park once the water tank is filled. The Tree Board plans to reinstall the tree plaques once watering begins. Kurt Smith, Public Works Director, clarified that the tank will not be filled this year due to ongoing issues with the drip system, which they are working to resolve. Kurt is also obtaining quotes for flags, and Roberta Smith has agreed to cover the cost. The next meeting is scheduled for October 14, 2024.
3. Town Manager  
Stacy Brown provided updates on current grants, the status of Allo installation, and attended the Highway 34 Coalition meeting(s). The Board of Trustees recently conducted a budget workshop, and there have been a couple of economic development inquiries. Additionally, we have received two applications for the Chief of Police position. October 10, 2024 at 6:00 pm is the Tri-Board meeting. The Board of Trustees next meeting is the work session on September 24, 2024.
4. Town Attorney  
Nothing

## **Board of Trustees Communication**

None

Motion made by Trustee Roth and seconded by Trustee Vannest to authorize the Town Attorney to prepare any required resolutions, agreements, ordinances, policies, letters, and memoranda to reflect action taken by the Town Board at this meeting and at any previous meetings, and authorizing the Mayor and Town Clerk to sign all such resolutions, agreements, ordinances, policies, letters, and memoranda. Motion carried with a unanimous vote.

## **Adjournment**

Mayor Lagrimanta adjourned the meeting at approximately 6:55 pm.

Respectfully submitted,

Haley Curtis  
Deputy Town Clerk

Unapproved Minutes – 09/11/2024

**CHECK # PAID TO:**

4936 A&A Languages, LLC  
4937 Air Comfort, Inc  
4938 Badger Meter  
4939 Benchmark Electrical Solutions, Inc  
4940 Benchmark Engineers, PC  
4941 BOSS  
4942 Cintas  
4943 Colorado Asphalt Services, Inc  
4944 DictoGuard Security Alarm  
4945 Employers Council  
4946 E-470 Express Tollway  
4947 Flatland Repair  
4948 Lavern Glover  
4949 Northern Water  
4950 NVAA  
4951 Petty Cash  
4952 Platte Valley Cleaning & Maintenance  
4953 PVS DX, Inc  
4954 Vector Disease Control  
4955 Water Technology Group  
4956 Coren Printing  
4957 DHM Design  
4958 DictoGuard Security Alarm  
4959 Lavern Glover  
4960 Paige Hofer  
4961 Dyra Koffler  
4962 Mia Koffler  
4963 M&O Tires  
4964 Angelina Meza  
4965 Moffat Paint & Glass  
4966 Pioneer Press  
4967 Platte Valley Cleaning & Maintenance  
4968 Prairie Mountain Media  
4969 Republic Services # 642  
4970 Lily Rodriguez  
4971 Sara Smith  
Online Central Weld County Water District  
Online Safebuilt Colorado  
Online Atmos Energy  
Online Caselle  
Online Xpress Bill Pay  
Online RH Water & Wastewater, Inc  
Online TimberLan  
Online Staples Advantage  
Online Elevated Cloud Services, LLC  
Online Law Office of Avi S. Rocklin  
Online LED Lighting Solutions  
Online Bluestar Capital Advisors  
Online UNCC  
Online Solaris Investment Group  
Online Summit Data Protections, LLC

**BILLS PAID FOR SEPTEMBER 2024**  
**FOR TOWN OF KERSEY:**

Interpreter Services  
Semi Annial HVAC Maintenance  
Hosting Serv Unit  
Memorial Park Water Pump  
Hill Street & 5th Street  
Wooden nickles for election  
First Aid Kits  
Cold Patch  
Town Hall Service Call  
Background checks for recreation  
Toll Fare  
VOID - Paid Online  
Museum Rent  
Water Allotment  
2024 Volleyball  
Postage, Meetings, Supplies  
Town Hall & KCC Cleaning  
WWTP Chemicals  
Mosquito Spray  
Water Tower Repair / Maintenance  
Summons Books  
Revitalizing Main Streeets Grant  
KCC Service Call  
Museum Utilities  
Volleyball Official  
Volleyball Official  
Volleyball Official  
PD & PW Tires/Repairs  
Volleyball Official  
PD Window  
Court Envelopes  
Town Hall & KCC Cleaning  
Bills paid and ordinance publication  
Kersey Days & WWTP Trash Service  
Volleyball Official  
Volleyball Official  
Water Service  
Building Permits and Inspections  
Utilities  
Accounting Software  
Online bill pay and credit card processing  
WWTP Services and testing  
Monthly IT Services  
Supplies  
Hosting Email & Endpoint Security  
Prosecuting Attorney Legal  
Traffic Sign  
Community Development Services  
Line Locates  
WWTP Output  
IT Disaster Recovery Service

**Check**  
**AMOUNT:**

\$ 110.00  
\$ 3,386.00  
\$ 33.95  
\$ 1,003.67  
\$ 1,402.50  
\$ 10.00  
\$ 52.28  
\$ 1,475.00  
\$ 95.00  
\$ 432.00  
\$ 12.55  
\$ -  
\$ 577.91  
\$ 27,398.85  
\$ 1,206.00  
\$ 190.20  
\$ 700.00  
\$ 2,188.42  
\$ 1,543.50  
\$ 2,281.00  
\$ 1,368.00  
\$ 549.00  
\$ 225.00  
\$ 25,307.00  
\$ 117.00  
\$ 138.00  
\$ 117.00  
\$ 210.00  
\$ 36.00  
\$ 394.23  
\$ 428.00  
\$ 700.00  
\$ 80.96  
\$ 1,522.81  
\$ 42.00  
\$ 108.00  
\$ 32,509.45  
\$ 253.14  
\$ 2,296.00  
\$ 1,419.00  
\$ 393.81  
\$ 2,216.85  
\$ 1,583.00  
\$ 124.10  
\$ 501.63  
\$ 2,203.50  
\$ 295.71  
\$ 9,000.00  
\$ 159.96  
\$ 2,150.01  
\$ 1,545.00

**REPORT TOTAL FOR SEPTEMBER 2024**  
Submitted by: Haley Curtis

**\$ 132,092.99**

# MEMORANDUM

**Date:** 10/08/2024  
**To:** Mayor and Town Board  
**From:** Stacy Brown  
**Re:** Allo Franchise Agreement  
**Item #:** Town Board Item 1

## Background

As you are aware Allo Communications LLC is currently installing Broadband throughout Kersey. Our conversations with them included them to provide us with a franchise agreement. This is a standard agreement regulated by the federal government.

## Recommendation

Approve Resolution 2024-0015

## Attachments

Franchise Agreement  
Resolution 2024 - 0015

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## Recommended Motion:

I move to **approve** OR **deny** Resolution 2024-0015, A resolution approving the franchise agreement between the Town of Kersey and Allo Communications, L.L.C.



**TOWN OF KERSEY  
RESOLUTION 2024-0015**

**A RESOLUTION ADOPTING THE  
2024 TOWN OF KERSEY NON-EXCLUSIVE ALLO  
FRANCHISE AGREEMENT**

WHEREAS, Allo Communications L.L.C., ("Allo"), is seeking to provide cable services within the corporate boundaries of the Town of Kersey ("Town") and

WHEREAS, Allo and the Town have been involved in negotiations for several months related to the granting of a new cable franchise agreement to Allo; and

WHEREAS, these negotiations have resulted in a proposed Franchise Agreement that is being presented to the Town Board for its consideration and approval (the "Franchise Agreement"), a copy of which is attached hereto; and

WHEREAS, the Franchise Agreement includes the following major terms and conditions: (1) a term of fifteen (15) years; (2) a requirement that Allo pay to the Town a franchise fee of five percent (5%) of the gross revenues that Allo derives, directly or indirectly, from the operation of the cable system used to provide cable services within the Town; and (3) a requirement that Allo continue to comply with the customer service standards as adopted and subsequently modified by the Town, consistent with applicable law; and

WHEREAS, the Town Board of Trustees of the Town of Kersey finds that the Town's grant of a cable franchise to Allo, in accordance with the terms and conditions of the Franchise Agreement, is in the best interests of the citizens of the Town of Kersey, will meet the future cable-related needs of the community, and is consistent with the pre-emptive requirements of §541 of the Cable Television Consumer Protection and Competition Act of 1992.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KERSEY, COLORADO that the 2024 Allo Franchise Agreement, dated October of 2024 is hereby adopted.

PASSED, APPROVED AND ADOPTED THIS 8<sup>th</sup> DAY OF OCTOBER, 2024.

TOWN OF KERSEY

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

ATTEST:

\_\_\_\_\_  
TOWN CLERK

## FRANCHISE AGREEMENT

**This Franchise Agreement** (this "Agreement") is between the Town of Kersey, a Colorado municipality hereinafter referred to as the "Grantor" and ALLO Communications LLC, a Nebraska limited liability company, locally known as ALLO Communications, hereinafter referred to as the "Grantee."

**WHEREAS**, Grantor finds that Grantee has the financial, legal and technical ability of 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 Agreement with Grantee for the construction and operation of a Cable System on the terms set forth herein.

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

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the following meanings when used herein with initial capital letters. Other defined terms are set forth throughout this Agreement, and shall have the meanings ascribed 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. The following terms shall be defined as set forth in the Section 602 of the Cable Act (47 U.S.C. § 522) -- "Affiliate," "Cable Operator," "Cable Service," "Cable System," "Channel," "Franchise" and "Person" -- and "Franchise Fee" shall be as defined in Section 622 of the Cable Act (47 U.S.C. § 542).

B. "Access" means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community as determined by the Grantor, including the Grantor and its designees, of Access Channels as set forth in this Agreement, and as permitted under Applicable Law including:

1. Public Access means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

2. Educational Access means Access where schools are the primary users having editorial control over programming and services.

3. Government Access means Access where governmental institutions or their

designees are the primary users having editorial control over programming and services.

C. "Access Channel" means a downstream signaling path provided by the Cable System to deliver Access programming to all Subscribers in the Service Area.

D. "Applicable Law" means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

E. "Basic Service" means Grantee's basic television programming package in effect from time to time which will include approximately seventy (70) channels, including local channels.

F. "Cable Act" means the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §§ 521, et seq.).

G. "City Council" means the governing body of the Grantor.

H. "Designated Access Provider" means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

I. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

J. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee (or any Affiliate of the Grantee who is a Cable Operator providing Cable Services over the Cable System in the Service Area) from the operation of the Cable System to provide Cable Services in the Service Area, including but not limited to (1) late fees, (2) installation and reconnection fees, (3) upgrade and downgrade fees, (4) converter and remote control rental fees, (5) parental control device rental fees, (6) advertising revenue with no deduction or offset for internal commissions earned by employees of Grantee or its Affiliates or any entity in which Grantee has a financial interest, (7) home shopping commissions, and (8) interactive guides. Notwithstanding the foregoing, "Gross Revenue" shall not include (A) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, Franchise Fee, or any sales or utility taxes, (B) unrecovered bad debt, (C) credits, refunds and deposits paid to Subscribers and (D) any exclusions available under Applicable Law.

The parties acknowledge that the Grantee may need to allocate Gross Revenue between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the Franchise Fee but may be subject to other fees and/or taxes), when these two types of services are bundled together in a discounted package offered to Subscribers. The Grantee shall make such allocation in accordance with generally accepted accounting principles, but in no event shall the Grantee allocate Gross Revenue between Cable Services and non-Cable Services where such services are bundled together in a discounted package offered to Subscribers for the purpose of evading its Franchise Fee obligations under this Agreement.

K. "PEG" means Public, Educational and Government Access.

L. "School" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

M. "Service Area" means the geographic boundaries of Grantor, and shall include any additions thereto by annexation or other legal means.

N. "Standard Installation" means any Cable Service installation that can be completed using a drop of one hundred fifty (150) feet or less.

O. "State" means the State of Colorado.

P. "Street" shall include each of the following located within the Service 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 Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

Q. "Subscriber" means any Person lawfully receiving Cable Service from the Grantee.

## **SECTION 2** **Grant of Franchise**

### **2.1 Grant.**

A. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to use, erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during the term of this Agreement, any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. This Agreement shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Agreement.

B. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within Grantor that may be required by the ordinances and laws of Grantor;

2. Any permit, agreement, or authorization of general applicability required by Grantor for users of the Streets in connection with operations on or in the Streets or public property including, by way of example and not limitation, street cut permits; or

3. Any permits of general applicability for occupying any other property of

Grantor or private entities to which access is not specifically granted by this Agreement including, without limitation, permits for placing devices on poles, in conduits or in or on other structures.

C. The Grantee is the Cable Operator of the Cable System. The obligations to provide Cable Service and to maintain the Cable System as described in this Agreement, including without limitation, Grantee's obligation to make Cable Service available throughout the City and Grantee's obligation to maintain the Cable System, refer to the entirety of the Cable System and all terms, conditions and obligations under which Grantee has obtained its interests in the Cable System.

**2.2 Term.** The Agreement and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Agreement shall renew in accordance with Section 3.1 hereof.

**2.3 Police Powers and Conflicts with Agreement.** Notwithstanding any provision to the contrary herein, this Agreement, the Grantor and the Grantee are subject to and shall be governed by Applicable Law, including but not limited to the Cable Act. The Grantee shall at all times during the term of this Agreement be subject to all lawful exercise of the Grantor's police power, and the Grantor's right to adopt and enforce generally applicable ordinances and regulations necessary to the safety, health, and welfare of the public; provided, however, that such hereinafter enacted ordinances and regulations shall be reasonable and not materially modify the terms of this Agreement. In the event of a conflict between a provision of this Agreement and a provision of Grantor police power reflected in a generally applicable local ordinance, rule or regulation, local law shall be controlling, provided, however, such local law has not been preempted by any federal or state laws, rules, regulations or orders. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of Grantor's police powers, shall be resolved in favor of Grantor's lawful exercise of its police powers.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the Streets or be allowed to operate in the Service Area without a 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 this Agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act (47 U.S.C. § 546), or any such successor statute. Notwithstanding anything to the contrary set forth herein, the parties agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the parties may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. The parties consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act (47 U.S.C. § 546).

### **SECTION 4** **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall indemnify, hold harmless and defend the Grantor, its

officers, boards, commissions, agents, and employees for all claims for injury to any Person or property to the extent caused by the negligence of the Grantee in the construction or operation of the Cable System or in any way connected with the Grantee's operations, including the actions of its subcontractors, employees and agents, and in the event of a determination of liability, the Grantee shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments arising from of any injury to any Person or property as a result of the negligence of the 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 (including the actions of its subcontractors, employees and agents), provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within thirty (30) business days of receipt of a claim or action pursuant to this Section 4.1. The indemnification obligations of the Grantee set forth in this Agreement are not limited in any way by the amount or type of damages or compensation payable by or for the Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement or the terms, applicability or limitations of any insurance held by the Grantee, provided, however, that the Grantee's obligations to indemnify pursuant to this section shall be reduced by any amounts paid by any third parties directly or indirectly to the indemnified parties related to the same claims, including insurance proceeds. 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 determined 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, including any Access Channels.

**4.2 Insurance.**

A. The Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts set forth below, for the duration of this Agreement and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Agreement.

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

B. The Grantor shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverages.

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

D. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Section 4.2 within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

**4.3 Letter of Credit.** Except as expressly provided herein or as required by a generally Applicable Law, the Grantee shall not be required to obtain or maintain a bond, letter of credit or other surety as a condition of this Agreement. The Grantor acknowledges that the legal, technical and financial qualifications of the Grantee are sufficient as of the Effective Date to afford compliance with the terms of this Agreement and the enforcement thereof. The Grantee and the Grantor recognize that the costs associated with bonds, letters of credit and other surety may ultimately be borne by Subscribers in the form of increased rates for Cable Service. In order to minimize such costs, the Grantor agrees to only require a letter of credit if there is a change in the Grantee's legal, financial or technical qualifications that would materially impair or prohibit its ability to comply with the terms of this Agreement or within fourteen (14) days of receipt of a notice from Grantor of an alleged violation of this Agreement, in which case the Letter of Credit shall remain in place until the issues that caused the need for the issuance have been resolved. The Grantor further agrees that in no event shall it require a letter of credit in an amount greater than Twenty five thousand dollars (\$25,000). In the event that a letter of credit is required in the future, the Grantor agrees to give the Grantee at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. The letter of credit may only be drawn upon by the Grantee in the event, following any notice and opportunity to cure periods provided in this Agreement or under Applicable Law:

A. The Grantee fails to pay the Grantor any amounts due under the terms of this Agreement;

B. The Grantee fails to reimburse costs borne by the Grantor to correct violations of this Agreement not corrected by the Grantee; or

C. The Grantee fails to pay any monetary remedies or damages assessed by a court of law against the Grantee and awarded to Grantor for a violation of this Agreement.

The Grantor shall give the Grantee written notice of any withdrawal under this Section 4.3 at the time of such withdrawal.

## **SECTION 5** **Service Obligations**

**5.1 No Discrimination.** The Grantee shall not deny Cable Service, access to Cable Service, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. The Grantee shall comply at all times with all Applicable Laws relating to nondiscrimination. Subject to Section 6 and the Grantee's rights under Section 625 of the Cable Act (47 U.S.C. § 545), all residential structures in the Service Area shall have the same availability of Cable Services from the Grantee's Cable System under non-

discriminatory rates, terms and conditions.

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

**5.3 Service to Government Buildings.** Grantee shall at no cost, provide one outlet of Basic Service to Kersey City Hall and other buildings owned or leased by Grantor, such as public safety buildings, libraries, schools. As detailed on Exhibit A of this Agreement, provided that each location is within one hundred fifty (150) feet of the nearest tap on Grantee's Cable System. Upon request by Grantor, Grantee shall additionally provide one outlet of Basic Service to all future government buildings, so long as the buildings are located within one hundred fifty (150) feet of the nearest tap on Grantee's Cable System within the Service Area. Grantee shall, upon request by Grantor, extend Basic Service to any such buildings that are beyond one hundred fifty (150) feet of the nearest tap on Grantee's Cable System; provided, however that Grantor shall pay the difference between Grantee's actual costs associated with installing a one hundred fifty (150) foot drop and Grantee's actual cost of installing the longer drop. The Cable Service described in this Section 5.3 may only be used for: (i) lawful, non-commercial purposes, and located in areas such that the Cable Service will primarily be viewed only by Grantor employees and elected officials and persons present for Grantor business; or (ii) lawful, non-commercial educational purposes.

## **SECTION 6** **Service Availability**

### **6.1 Service Area.**

A. Grantee shall not arbitrarily refuse to provide Cable Service to any Person within the Service Area. Except as otherwise provided in this Agreement, and subject to this subsection 6.1.A and Grantee's rights under 47 U.S.C. § 545, all residential structures in the Service Area shall have the same availability of Cable Services from Grantee's Cable System under non-discriminatory rates and reasonable terms and conditions. Grantor acknowledges that Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a multiple dwelling unit. Cable Service offered to Subscribers pursuant to this Agreement shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

B. Subject to Standard Installation charges and the applicable installation being technically and operationally feasible (as reasonably determined by Grantee), Grantee shall make Cable Service available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of the applicable service request. Nothing herein shall require Grantee to provide Cable Service to any Person who fails to abide by Grantee's terms and conditions of Cable Service. Nothing herein shall be construed to limit Grantee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Applicable Law.

C. If a requested service installation is not a Standard Installation, the cost of such installation beyond the cost of the Standard Installation will be paid by the recipient. For underground installations, Grantee shall charge the recipient no more than its actual cost. Such cost



estimates shall be submitted to the recipient in writing before installation is begun.

D. Grantee shall not deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides or on the basis of race, color, religion, national origin, sex, age, or disability. Grantee shall comply at all times with all other Applicable Laws relating to nondiscrimination.

**6.2 Subscriber Charges for Extensions of the Cable System.** No potential Subscriber shall be refused Cable 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 the Street in that area if the potential Subscribers are willing to share the capital costs of extending the Cable System and pay any applicable non-Standard Installation charges associated with providing Cable Service. 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 or non-Standard Installation charges to extend the Cable System from the tap to the residence. Such cost estimates shall be submitted to and accepted by the potential Subscriber(s) in writing before any Cable System extension or installation is required. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any annexed area which is not contiguous to the present Service Area of the Grantee, if the Grantee does not, at the time of annexation, have the legal authority to locate its Cable System in the areas necessary to reach such annexed parts of the Service Area. At such time as the Grantee has the legal authority to access the newly annexed areas, Cable Service shall be made available in accordance with the density requirements of this Section 6.

**6.3 Limitations.** Nothing herein shall require the Grantee to provide Cable Service to any Person who fails to abide by the Grantee's terms and conditions of Cable Service. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Applicable Law. Nothing herein shall require Grantee to assume obligations that are the responsibility of Grantor pursuant to the Lease.

The Grantor acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a multiple dwelling unit. Cable Service offered to Subscribers pursuant to this Agreement shall be conditioned upon the Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**6.4 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 the 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 the Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at the Grantee's expense. The Grantee shall also provide specifications as needed for trenching. If the Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) 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 five (5) day period, the cost of new trenching is to be borne by the Grantee.

**6.5 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 Agreement 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 the Grantee in writing of all new street address assignments or changes within the Service Area. The Grantee shall within ninety (90) days after receipt of the annexation notice, pay to the Grantor the Franchise Fee 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 Service Area in an Excel format or in a format that will allow the Grantee to change its billing system; provided that if the Grantor is required to incur costs to provide the addresses in a specific format required by the Grantee, such costs shall be reimbursed by the Grantee within thirty (30) days of receipt of an invoice describing those costs. If the annexation notice does not include the addresses that will be moved into the Service Area, the Grantee shall pay the Franchise Fee 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 15.5 with a copy to the Legal Department. The Franchise Fees shall be paid from the effective date of the annexation. In any audit of the Franchise Fee due under this Agreement, the Grantee shall not be liable for the Franchise Fee on annexed areas unless and until the Grantee has received notification and information that meets the standards set forth in this section. The Grantor shall additionally promptly provide written notice to the Grantee of its annexation of any territory which is not being provided Cable Service by the Grantee or its Affiliates, and after such notice, the Grantee shall provide Cable Service to these areas if required by Section 6.1B.

## **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 and all other construction requirements of generally Applicable Law.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances 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 Cable System Design.** The Cable System in the Service Area shall be designed to ensure the same is comprised of a fiber optic system capable of carrying a minimum of one hundred (100) high definition channels.

**7.5 Technical Requirements.** The Grantee shall comply with all applicable FCC rules and regulations applicable to the Cable System, including without limitation FCC Rules and

Regulations, Part 76, Subpart K (Technical Standards), as may be amended from time to time. The Grantee shall take prompt corrective action if it finds that any facilities or equipment on the Cable System do not meet FCC technical standards.

#### **7.6 Performance Monitoring.**

A. The Grantee shall, at the Grantee's sole expense, test the Cable System consistent with the FCC regulations and all other tests, as required by generally Applicable Law, reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement.

B. The Grantee shall maintain written records of all results of its Cable System tests, performed by or for the Grantee, for the period required by the FCC. Copies of such test results will be provided to the Grantor upon request.

C. As of the Effective Date, the FCC semi-annual testing is conducted in January/February and July/August of each year. If the Grantor contacts the Grantee at least sixty (60) days prior to the next FCC semi-annual test period (i.e., before November 1 and May 1 respectively of each year), the Grantee shall provide the Grantor with no less than thirty (30) days prior written notice of the actual date(s) for FCC compliance testing, and representatives of the Grantor may witness such technical performance tests; provided, however, that such representatives shall not interfere with the testing. If the required FCC testing periods are changed during the term of this Agreement, the parties shall negotiate in good faith to amend the dates in this subsection to achieve the same result with respect to the parties' respective notice obligations.

D. The Grantee will comply with industry standards with respect to testing drops and related passive equipment during installations to assure that the drop and passive equipment can pass the full Cable System capacity.

E. The results of any tests required to be filed by the Grantee with the FCC shall upon request of the Grantor also be filed with the Grantor within ten (10) days of such request.

**7.7 Emergency Use.** The Grantee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and State Applicable Law, including all testing requirements. If such requirements include the Grantor's activation of the EAS, then Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor's use of the EAS is subject to a heightened standard of care given the purpose of the EAS and as such, the Grantor shall exercise all necessary attention, caution and prudence to ensure that the EAS is only used properly, lawfully and as required to alert citizens of emergencies.

### **SECTION 8** **Conditions on Street Occupancy**

**8.1 General Conditions.** Where the Grantee is able to obtain the right at commercially reasonable rates to utilize existing poles, conduits and other facilities from the owners thereof, the Grantee shall 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 without obtaining all legally required permits of the Grantor.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those portions of the Service Area where telephone and electric services are both already underground or being placed underground at the time of Cable System construction, and in accordance with Applicable Law. In areas where either telephone or electric utility facilities are installed aerially at the time of Cable System construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are placed underground by the facilities owner, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, the Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities; provided however that nothing herein shall require reimbursement to the Grantee or shall affect the Grantee's undergrounding obligation if the funds which are utilized for the reimbursement of other entities are restricted and preclude reimbursement to the Grantee.

**8.3 Construction Codes and Permits.** The Grantee shall obtain all permits required by Applicable Law before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantee shall adhere to all building and zoning codes of general applicability currently or hereafter governing construction, operation, maintenance, removal, abandonment, or relocation of the Cable System in the Service Area.

**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. Weather permitting, new underground cable drops shall be promptly buried in accordance with industry standards or as mutually agreed upon between the Grantee and the applicable Subscriber. 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, and in accordance with Applicable Law. Any poles or other fixtures placed in any Street by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Street. The Grantee shall obtain authorization from the applicable private property owner prior to commencing work on private property that is not a Street, and all such work shall comply with Applicable Law.

**8.5 Restoration of Streets.** The Grantee shall, at its own expense, restore any damage or disturbance caused to the Streets as a result of its operation, construction, maintenance, removal, abandonment, or relocation of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts

amount to gross negligence by the Grantor.

**8.7 Tree Trimming.** The Grantee or its designee shall have the authority, subject to Applicable Law, to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.8 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 the Grantee when lawfully required by the Grantor pursuant to its police powers. The Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Streets are responsible for the costs related to the relocation of their facilities.

**8.9 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 give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this section, "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.

**8.10 Locating Facilities.** Prior to doing any work in the Streets, the Grantee shall give appropriate notices in compliance with C.R.S. Section 9-1.5-101, et seq., as such maybe amended from time to time.

**8.11 Grantor's Rights.** Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Streets; constructing, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

**8.12 Relocation Delays.** If Grantor provides ten (10) business days written notice to Grantee requesting relocation of any portion of its Cable System in compliance with Applicable Law and Grantee fails to promptly undertake commercially reasonable efforts to effectuate relocation and such failure results in Grantor incurring actual damages, then Grantee shall reimburse Grantor for its actual damages incurred. If Grantor reasonably believes it has incurred actual damages as a result of Grantee's breach of this Section, then Grantor shall provide an invoice to Grantee with reasonable detail related to the actual damages, which shall include an itemization of its actual damages. Upon receipt of the invoice, Grantee shall have the right to dispute all or any portion of the invoice. Grantee shall first have the right to request the Grantor's City Engineer review Grantee's dispute and Grantee shall provide notice to Grantor of its intent to dispute the invoice within sixty (60) calendar days of receipt of the applicable invoice from Grantor. The City Engineer shall, upon receipt of Grantee's notice of dispute, promptly review the dispute and render a decision in writing regarding the dispute. After receipt of the City Engineer's decision related to the dispute, Grantee shall then have the right to request the Grantor's City Manager review the dispute and Grantee shall provide notice to Grantor of its intent to dispute the City Engineer's decision within sixty (60) calendar days of receipt of such decision. The City Manager

shall, upon receipt of Grantee's notice of dispute, promptly review the dispute and render a decision in writing regarding the dispute. After receipt of the City Manager's decision related to the dispute, Grantee shall either pay the invoice in accordance with the City Manager's decision or avail itself to its rights under Applicable Law. For as long as Grantee is contesting any Grantor request for reimbursement under this Section, Grantee's failure or refusal to pay any such amounts to the Grantor shall not be deemed a breach of this Franchise.

Notwithstanding the foregoing, Grantee shall have no obligation to reimburse Grantor in accordance with this Section if: (a) Grantor's request for reimbursement is not provided in compliance with Applicable Law and the notice requirements of this Section; (b) Grantor's request is related to an emergency relocation; (c) Grantee's failure to timely relocate its facilities is in whole or in part caused by Grantor's negligence, willful misconduct, or failure or refusal to reasonably cooperate with Grantee; (d) if a force majeure event (as defined in Section 15.1 hereof) impairs or delays Grantee's relocation efforts; (e) Grantor fails to undertake efforts to mitigate its damages associated with any delay by Grantee; or (f) Grantor's request for reimbursement is disproportionate or inconsistent, as compared to similarly-situated users who have placed facilities within the Streets

**8.13 Discontinuing Use/Abandonment of Cable System Facilities.** Whenever the Grantee intends to discontinue using any facility within the Streets, the Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which the Grantee intends to discontinue using the facility. The Grantee may remove the facility or request that the Grantor permit it to remain in place. Notwithstanding the Grantee's request that any such facility remain in place, the Grantor may require the Grantee to remove the facility from the Streets or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Grantor may require the Grantee to perform a combination of modification and removal of the facility. The Grantee shall complete such removal or modification in accordance with a schedule set by the Grantor. Until such time as the Grantee removes or modifies the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, the Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Street, in the same manner and degree as if the facility were in active use, and the Grantee shall retain all liability for such facility. If the Grantee abandons its facilities, the Grantor may choose to use such facilities for any purpose whatsoever including but not limited to Access purposes.

**8.14 Inspection of Construction and Facilities.** The Grantor may inspect any of the Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours' notice, or, in case of emergency as reasonably determined by the Grantor, upon demand without prior notice. In accordance with Applicable Law, if a dangerous condition is found to exist, the Grantor may take any legally permissible action.

**8.15 Stop Work.** On notice from the Grantor that any work is being performed contrary to the provisions of this Agreement, or in violation of the terms of any Applicable Law or permit granted pursuant to any Applicable Law, the work may immediately be stopped by the Grantor. The stop work order shall:

A. be in writing;

B. be given to the Person doing the work;

- C. be sent to the Grantee by overnight delivery at the address given herein;
- D. indicate the nature of the alleged violation or unsafe condition; and
- E. establish conditions under which work may be resumed consistent with Applicable Law.

**8.16 Work of Contractors and Subcontractors.** The Grantee's contractors and subcontractors shall be licensed and bonded in accordance with Applicable Law. Work undertaken by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by the Grantee. The Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Agreement and Applicable Law. It is the Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on the Grantee's behalf are familiar with the requirements of this Agreement and the Applicable Laws governing the work performed by them.

## **SECTION 9** **Customer Service and Rates**

**9.1 Customer Service Standards and Consumer Protection.** The Grantee shall comply with the Customer Service Standards promulgated by the Federal Communications Commission, as may be amended from time to time. The Grantor reserves all rights under Applicable Law to adopt additional customer service standards that apply to franchised Cable Operators in the Town of Kersey, and the Grantee reserves all rights to challenge any such customer service standard that it believes is inconsistent with its contractual rights under this Agreement or Applicable Law, and all rights pursuant to Applicable Law to pass through the costs of complying with any such customer service standard to Subscribers.

A. **Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

B. **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. The Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

C. **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 the Grantee's rights under Section 15.1 of this Agreement.

**9.2 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 or other Applicable Law.

## **SECTION 10**

## **Franchise Fee**

10.1 **Amount of Fee.** The Grantee shall pay to the Grantor an annual Franchise Fee in an amount equal to five percent (5%) of the annual Gross Revenue. The Grantee may, but is not required, to pass through to Subscribers the Franchise Fee as a line item on Subscriber bills or otherwise as the Grantee chooses, consistent with Applicable Law. The Grantee shall not deduct from the Franchise Fee any items listed under Section 622(g)(2) of the Cable Act (47 U.S.C. 542(g)(2)).

10.2 **Payment of Franchise Fee.** Payment of the Franchise Fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the Franchise Fee to be paid to the Grantor pursuant to the Agreement shall commence the Effective Date of the Agreement. In the event that a Franchise Fee payment or other sum due is not received by the Grantor on or before the date due, or is underpaid, the Grantee shall pay in addition to the payment, or sum due, interest from the due date at an annual rate equal to the lower of (A) the maximum rate permitted under State law, (B) eight percent (8%) and (C) that established by the State Bank Commissioner pursuant to C.R.S. 39-21-110.5 in effect as of the due date (which is the prime rate of interest as reported by the Wall Street Journal on July 1<sup>st</sup> of the previous calendar year, plus three percent (3%), rounded to the nearest full percent). All payments of the Franchise Fee shall be accompanied by a report showing the basis for the computation, certified as accurate by an authorized financial officer of the Grantee. All payments of Franchise Fees shall be accompanied by a report, which shall be in a form similar to the franchise fee reports provided by Grantee to similarly situated municipalities showing the basis for the computation, certified as accurate by an authorized representative of Grantee.

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 Agreement.

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.

10.5 **Review.** All amounts paid by the Grantee to the Grantor under this Agreement shall be subject to review and recomputation by the Grantor. If such review indicates an underpayment of Franchise Fees of five percent (5%) or more, then the Grantee will reimburse the cost of such review up to a maximum of four thousand dollars (\$4,000) per audit year; provided, however, that such review will be conducted no more frequently than once every three (3) years.

## **SECTION 11**

### **Transfer of Franchise Agreement**

11.1 **Franchise Transfer or Change of Control.** The Agreement granted hereunder shall not be assigned, sold, or transferred other than by operation of law or to an Affiliate of the Grantee, nor shall control of the Agreement or of the Grantee be assumed by another party who is not an Affiliate of the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. 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 Agreement or Cable System to secure indebtedness.

11.2 **Notification and Application to Grantor.** In accordance with federal law, the Grantee and the transferee shall make a written request of the Grantor for its consent to any actual or proposed (a) assignment, sale or transfer of this Agreement other than by operation of law or to an Affiliate of the Grantee, or (b) change of control of this Agreement or of the Grantee to another party who is not an Affiliate of the Grantee. Such request shall be accompanied by all information required by federal law and by Grantor pursuant to this Agreement. Within thirty (30) days of receiving such a written request, 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, or any other information permitted by federal law. 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, unless the Grantor and the Grantee have agreed to an extension of time.

11.3 In seeking Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

A. has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

B. has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee;

C. has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a Cable System or the provision of Cable Services;

D. is financially solvent, by submitting financial data including financial data consistent with that required by FCC regulations; and

E. has the financial, legal and technical capability to maintain and operate the Cable System and comply with this Franchise for the remaining term hereof.

Subject to Applicable Law, Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be reasonably related to the qualifications of the prospective controlling party or transferee to comply with this Agreement, the impact of the transfer or change of control on Subscribers, and to the resolution of any outstanding and unresolved issues of noncompliance with this Agreement by Grantee.

11.4 Within thirty (30) days after the closing of any transfer or sale, if approved or deemed granted by Grantor, Grantee shall provide notice of consummation of any transfer or sale.

## **SECTION 12** **Records, Reports and Maps**

**12.1 Reports Required.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

**12.2 Records Required.** The Grantee shall at all times maintain:

A. A record of any written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

C. All financial and accounting records necessary to demonstrate compliance with this Agreement, including, without limitation, all records necessary to conduct the Franchise Fee review described in Section 10.5.

**12.3 Inspection of Records.** The 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 the Grantee's records maintained by the Grantee as is reasonably necessary to ensure the Grantee's compliance with the Agreement. Such notice shall specifically reference the subsection of the Agreement 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 Agreement compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act (47 U.S.C. § 551). The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent the Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Agreement, or for any other reason, it shall advise the Grantee in advance so that the Grantee may take appropriate steps to protect its interests. If the Grantee requests that the Grantor continue to oppose such release, then 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 the Grantee's books and records marked confidential, as set forth above, to any Person, and the Grantee shall reimburse the Grantor for all reasonable costs and attorneys' fees incurred in any legal proceedings related to same. If the Grantee does not request that the Grantor oppose such release, then the Grantor shall make an independent judgment with respect to such release, and the Grantee shall not be liable for any costs related to same.

## **SECTION 13** **Public Education and Government (PEG) Access**

**13.1 PEG Access.** The Grantee shall furnish at no cost, upon request, two (2) Access Channels for use by the Grantor for Access Programming. The terms and conditions of such Access Channels shall be negotiated in good faith by the Parties upon request of the Grantor and shall be substantially similar to the terms and conditions of Access Channels provided to surrounding or

neighboring municipalities by the Grantee.

**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 Agreement, the Grantor shall first informally discuss the matter with the 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 **The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (A) respond to the Grantor, contesting the assertion of noncompliance, (B) to cure such default, or (C) 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. If (i) the Grantee fails to respond to the Violation Notice received from the Grantor, (ii) the Grantee responds to the Grantor, contesting the assertion of the noncompliance, but the Grantor disagrees with the Grantee's response, or (iii) if the default is not remedied within the thirty (30) day cure period set forth above, the Grantor may pursue any remedies available to it under this Agreement or under Applicable Law. The Grantee reserves all legal and equitable rights under Applicable Law to challenge or appeal any action or decision by the Grantor with respect to an alleged violation of this Agreement, and if the standard of review is not otherwise established by Applicable Law, the standard of review of the Grantor's action or decision shall be *de novo*.

14.3 **Alternative Remedies.** No provision of this Agreement shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Agreement or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Agreement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by the Grantee, or to seek and obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

14.4 **Revocation.**

A. Prior to revocation or termination of the Agreement, the Grantor shall give written notice to the Grantee of its intent to revoke the Agreement on the basis of a pattern of noncompliance by the Grantee, upon one or more instances of substantial noncompliance with a material provision of the Agreement, or if the Grantee has committed fraud upon the Grantor. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have thirty (30) 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 the Grantee, it may then seek to revoke the Agreement at a public hearing. The Grantee shall be given at least sixty (60) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Agreement.

B. The hearing shall be conducted as a quasi-judicial proceeding, similar to other quasi-judicial proceedings regularly undertaken by Colorado municipalities. At the hearing, the

City Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses. The City staff may present its position and shall also be permitted to present evidence and question witnesses, after which the City Council shall determine whether or not the Agreement 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 City Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to a court of competent jurisdiction pursuant to Applicable Law. The Grantee may continue to operate the Cable System until all legal appeals have been exhausted.

C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.

## **SECTION 15** **Miscellaneous Provisions**

15.1 **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Agreement, 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 the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

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

15.3 **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.

15.4 **Equal Protection.** The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional Franchises or other similar lawful authorization to provide Cable Services within the Service Area. If the Grantor grants such an additional Franchise or other similar lawful authorization containing material terms and conditions that differ from the Grantee's material obligations under this Agreement, then the Grantor agrees that the obligations in this Agreement will, pursuant to the process set forth in this section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: the Franchise Fee; Gross Revenue definition; insurance; Cable System build-out requirements; security instruments; Access Channels; customer service standards; required reports and related record keeping; level playing field (or its equivalent); audits; dispute resolution; remedies; and notice and

opportunity to cure breaches. The parties agree that this provision shall not require word for word identical Franchise provisions so long as the regulatory and financial burdens on each entity are materially equivalent.

A. The modification process of this Agreement as provided for in this section shall only be initiated by written notice by the Grantee to the Grantor regarding specified obligations. The Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive Franchise which are materially different from the Grantee's obligations under this Agreement; (2) identifying the Agreement terms and conditions for which the Grantee is seeking amendments; (3) providing text for any proposed Agreement amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

B. Upon receipt of the Grantee's written notice as provided in subsection 15.4A, the Grantor and the Grantee agree that they will use best efforts in good faith to negotiate the Grantee's proposed Agreement modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and the Grantee reach agreement on the Agreement modifications pursuant to such negotiations, then the Grantor shall amend this Agreement to include the modifications.

C. If the parties fail to reach agreement in the negotiations as provided for in subsection 15.4B, the Grantee may, at its option, elect to replace this Agreement by opting into the Franchise or other similar lawful authorization that the Grantor grants to another provider of Cable Services, so as to insure that the regulatory and financial burdens on each entity are equivalent. If the Grantee so elects, the Grantor shall immediately commence proceedings to replace this Agreement with the Franchise issued to the other Cable Services provider.

D. Nothing in this section shall be deemed a waiver of any remedies available to the Grantee under Applicable Law, including but not limited to Section 625 of the Cable Act (47 U.S.C. § 545).

E. Should the Grantee seek an amendment to this Agreement or a replacement Franchise pursuant to this section, while the parties shall pursue the adoption of such amendments or replacement Franchise pursuant to subsections 15.4A through D, any such amendments or replacement Franchise shall not become effective unless and until the new entrant makes Cable Services available for purchase by Subscribers or customers under its agreement with the Grantor.

15.5 **Notices.** Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery to the Person at the respective addresses set forth below by hand delivery, by

U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. The Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means.

If to Grantor: Town of Kersey  
Town Manager  
446 1<sup>st</sup> Street  
P.O. Box 657  
Kersey, CO 80644

If to Grantee: ALLO Communications LLC Attn: President  
330 S. 21st Street  
Lincoln, Nebraska 68510

With a copy to: ALLO Communications LLC  
Attn: Legal Department  
121 S. 13th Street, Suite 100  
Lincoln, Nebraska 68508

15.6 **Public Notice.** Minimum public notice of (A) any public hearings relating to this Agreement or (B) any grant of a Franchise by the Grantor to any other Person(s) to provide Cable Services utilizing any system or technology requiring use of the Streets, shall be as provided by Applicable Law unless a longer period is otherwise specifically set forth in this Agreement. Grantor shall provide written notice to the Grantee within thirty (30) days of Grantor's receipt from any other Person(s) of an application or request for a Franchise(s) to provide Cable Services utilizing any system or technology requiring use of the Streets.

15.7 **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Agreement 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 Agreement.

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

15.9 **Administration of Agreement.** This Agreement is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Agreement must be made in writing, signed by the Grantor and the Grantee.

15.10 **Effective Date.** The Agreement granted herein will take effect and be in full force from such date of acceptance by the Grantee recorded on the signature page of this Agreement (the "Effective Date"). This Agreement shall expire on October 8, 2039, unless extended by mutual agreement of the parties.

15.11 **Publication Costs.** This Agreement shall be published in accordance with Applicable Law. The Grantee shall reimburse the Grantor for all costs incurred in publishing this Agreement and

any notices or ordinances in connection with its adoption if such publication is required by Applicable Law.

15.12 **Venue and Jurisdiction.** The parties agree that any action arising out of this Agreement will be brought in the district court of Morgan County or federal courts located in the State of Colorado, irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

**[Signature page follows.]**

Considered and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Town of Kersey, Colorado**

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

Name/Title:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024, subject to applicable federal, State and local law.

**ALLO Communications LLC**

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

Name/Title:



## EXHIBIT A

List of buildings to receive complimentary Basic Cable Service, owned or leased by Town:

- Town Hall – 446 1<sup>st</sup> Street, Kersey, CO 80644
- Kersey Community Center – 215 2<sup>nd</sup> Street, Kersey, CO 80644
- Kersey Waste Water Treatment Facility - 26911 County Road 56, Kersey, CO 80644
- Main Street Property – 415 1<sup>st</sup> Street, Kersey CO 80644
- 413 Main Street, Kersey, CO 80644 (leased)
- Grain Elevator - PT SW4NW4 21-5-64 BEG W4 COR SEC TH N46' TO TPOB TH N70' TO S ROW TRUMBULL ST TH EASTERLY 1000' TH SOUTHERLY 70' TH WESTERLY 1000' TO TPOB
- Property located at - KOHLER FARM PUD B1, Lot 1-9, B2 Lot 1-4 and Lnone B3 Lot 1-14, B4 L 1-24.

# MEMORANDUM

**Date:** 10/08/2024  
**To:** Mayor and Town Board  
**From:** Stacy Brown  
**Re:** Budget Presentation  
**Item #:** Town Board Item 2

## Background

2025 Budget Presentation including follow up information from September 7<sup>th</sup> budget retreat. Final Budget presentation and adoption on November 12, 2024.

## Recommendation

N/A

## Attachments

Budget  
PowerPoint Presentation

---

## Recommended Motion:

No motion needed



**TOWN OF KERSEY**  
RURAL COLORADO SINCE 1908



**Town of Kersey  
2025  
Budget  
Presentation**



# Overview:

- No new staff requests for 2025
- 3% COLA in January, revisit Merit wages mid year
- Health Benefits – saved \$45,000 by switching to new company, 6 plans offered instead of 3 and avoided a 15% increase from old plan in 2025
- Switching from PTO to Vacation & Sick time

# Grants:

- Moved all grants to a new category – now located under number 19
  - We are still pulling numbers from old categories, we anticipate the budget to have more revenue once the other funds are corrected.
  - Should see additional \$35k this year for SRO position, future grant funding opportunity opens in January.

# Water Fund Shortfall

- Still have Deficit but slowly being corrected with water increase schedule

Description	2022 Actual	2023 Budget	Actual	2024 Budget	YTD -8-31-24	YEE	2025 Proposed Budget
REVENUE OVER (UNDER) EXPENSES	<b>(135,914)</b>	<b>8,825</b>	<b>(66,622)</b>	<b>(15,014)</b>	<b>(205,529)</b>	<b>(174,671)</b>	<b>(91,867)</b>

# Sanitation - Refuse Collection

(404 users):

**2024**

Expense \$83,700

Exp. Revenue \$66,263

Shortfall **\$17,437**

Recommended increase for 2025 - \$4.00 per user per month

\*Stacy has contacted two other providers for quotes, nothing yet.



# Health – Mosquito Control Fee:

**2024**

Revenue	\$5,229	
Expense	\$6,175 (2025 10% increase)	\$6,791
Shortfall	<b>\$946</b>	<b>\$1,562</b>

Recommended increase for 2025 - \$3.50 per user per year  
(or eliminate service)

## Trends/Market – 2025/2026

- Single Audit will be triggered in 2026 from grants received in 2025
- Municipal Code update – may see increased costs in prosecutor and/or judge
- Police station copier – (declining health may not make it through 2025)
  - Current quote approx. \$8-10,000

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
Dept	GENERAL - 01								
	<b>REVENUES:</b>								
4110	Amusement Machine Tax	225	275	225	275	0	225	225	\$25/game machine
4120	Employment Occupation Tax	1,250	1,500	1,500	1,500	1,250	1,500	1,500	\$250/est. liquor license
4130	Franchise Tax	61,987	58,000	76,014	58,000	56,243	84,363	85,000	Xcel Energy, Atmos, Skybeam (need to add in Allo in 2025)
4140	General Property Tax	394,810	459,501	461,725	560,530	570,483	575,483	497,946	wc treasurer 17.205 mils
4150	Lodging Tax	31,041	30,000	31,987	30,000	17,290	25,934	29,000	The Fort will resume full service next year
4180	Sales Tax	1,247,955	1,100,000	1,234,680	1,100,000	690,128	1,035,192	1,172,942	3.6% sales tax ach, 2%-gen, 1.6% street
4310	Cigarette Tax	3,368	3,500	4,899	3,500	1,200	3,500	3,500	from State, computation based on Sales Tax
4315	Carry Out Bag Fee	0		151	200	390	590	550	Rcvd 2023 or 2024
4350	Severance Tax	125,597	75,000	184,299	125,000	78,032	78,032	129,309	annually, oil & gas production
4410	Business License	4,698	1,000	3,660	2,000	2,864	3,000	2,000	\$25 business/sales tax; \$100 door to door
4420	Liquor License	825	1,200	879	1,200	1,304	1,500	1,500	
4730	Penalties & Int on Delinq Tax	1,111	650	953	650	835	1,000	1,000	wc treasurer
4735	Credit Card Fees	0	0	0	2,500	1,524	2,500	2,500	CC fees for bldg permits/court payments
4835	Grants--HSIP		270,000	13,383	270,000	0	270,000	0	\$300k total-10% match=\$270k (will close out in 2024)
4840	Grants--IHOP		145,000	11,572	0	118,309	118,309	0	\$145k total (no match) closed
4845	Grants--HMGP			0	1,700,000	0	0	0	Stormwater project--Clark Street (Moved to 19)
4850	Grants--EPA Brownfields grant			0	1,115,309	0	0	0	Former UP elevator site (Moved to 19)
4900	American Rescue Funds (SS4A)	0	0	0	0	0	0	0	\$120k Federal \$30k DOLA match (Moved to 19)
4910	Miscellaneous	25,969	40,000	62,956	25,000	18,397	27,597	38,841	copies, faxes, VINS, refunds, scholarships, etc
4913	Grant Proceeds	107,517	0	277,441	0	5,103	5,103	0	RTAP Grant 2024
4914	Insurance Proceeds	17,850	0	94,586	0	0	0	0	
4915	Royalties	16,174	15,000	9,314	10,000	4,422	6,634	10,000	
4920	Earnings on Deposits & Investments	701	1,500	18,542	1,500	567	851	56,500	qtrly, UBS & cd's, money market, Colorado Trust
4999	Gain/loss on Sale of Assets	21,302	0	6,300	0	8,500	8,500	0	2024 sale of Explorer and GMC 2500
	<b>Total Revenues</b>	<b>2,062,380</b>	<b>2,202,126</b>	<b>2,495,066</b>	<b>5,007,164</b>	<b>1,576,841</b>	<b>2,249,813</b>	<b>2,032,313</b>	
	<b>EXPENSES:</b>								
	<b>General/Administrative</b>								
6040	Workmen's Compensation	18,583	14,200	16,973	18,933	23,989	23,989	24,366	Cirsa 55%
6101	Auditing	4,500	4,950	4,950	5,205	5,205	5,205	5,460	
6105	Bank Charges	2,949	750	4,982	1,200	971	1,455	3,129	
6106	Credit Card Service Charge	3,909	2,000	3,673	4,000	861	4,000	4,000	only gen fund 2024
6125	Treasurers Fees	3,974	5,000	4,618	5,000	5,713	6,000	4,864	1% of prop tax charge for collecting our tax
6130	Insurance - Property/Casualty/Liab	14,830	15,897	19,158	20,002	20,942	20,942	20,042	Cirsa 25%
6372	IT Services	6,852	0	0	0	0	0	0	Moved to Dept 18 - IT
	<b>Total Expenses</b>	<b>55,597</b>	<b>42,797</b>	<b>54,354</b>	<b>54,340</b>	<b>57,681</b>	<b>61,591</b>	<b>61,861</b>	
8010	Capital Outlay	1,744	16,500	17,836	7,000	3,806	7,000	3,000	Caselle W2 module set up fee
8015	Cap Outlay IT Related Equipment	91,947	15,000	37,949	0	0	0	0	Storage network purchase in 2023
8021	Bad Debt	0	0	11,426	0	0	0	0	

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
8022	Lease purchase-Town Hall	823,839	0	0	0	0	0	0	
8025	Capital Outlay-HSIP	11,741	300,000	22,388	300,000	28,920	28,920	0	HSIP grant expenses plus match
8026	Capital Outlay--IHOP	0	145,000	0	0	0	0	0	IHOP--Workforce Housing project (no match)
8035	Capital Outlay---EPA Brownfields		0	0	1,115,309	1,430	2,500	0	
8040	Transfer to Water Fund	0	55,000	55,000	0	0	0	0	(will not be needed in 2024 with rate increase)
	<b>Total Capital Outlay</b>	<b>929,271</b>	<b>531,500</b>	<b>89,599</b>	<b>1,422,309</b>	<b>34,156</b>	<b>38,420</b>	<b>3,000</b>	
<b>Dept</b>	<b>ADMINISTRATIVE -02</b>								
	<b>EXPENSES:</b>								
6002	Salaries	209,980	153,241	223,476	233,240	146,229	233,240	270,546	See Salary Worksheet
6010	Payroll Taxes	15,272	16,930	16,361	20,750	11,043	20,750	22,000	
6020	Health Insurance	12,157	32,213	15,266	36,079	6,956	9,964	10,000	
6022	Cafeteria Plan	0	0	0	3,000	3,115	4,963	4,500	Insurance opt-out
6023	Dental/Vision Insurance	1,772	2,522	3,682	1,000	196	300	300	
6024	Allstate Coverage	647	415	573	700	0	350	0	moving to new healthcare plan
6025	Life Insurance	70	86	193	80	101	150	150	
6026	Short-Term Disability Insurance	741	659	655	720	301	720	720	
6027	Long-Term Disability Insurance	977	1,070	707	1,500	308	1,500	1,500	
6030	E 457 Retirement Contribution	5,936	6,626	6,406	6,997	4,092	6,997	8,467	Town 3%
6060	Cont. Education, Seminars, Training	6,713	2,500	8,347	2,500	5,504	6,000	5,000	2500 ICMA/2000 CML/2500 other (staff only)
6070	Pre-employment	0	250	246	250	788	788	500	
6110	Legal Services	37,163	30,400	40,980	54,000	29,522	44,282	54,000	\$4500 per/month flat fee
6120	Publishing	946	1,000	1,143	1,000	379	500	1,000	notices, ads, thank-you
6125	Web Publishing	738	696	4,428	900	900	900	0	Move to Comm Experience only \$4500 annually
6130	Online Code	223	500	546	785	299	785	800	\$1195/yr 1/4 gen, st, water, sewer
6333	Dues & Subscriptions	24,964	1,500	7,163	5,000	4,786	4,786	5,500	CML Dues \$1187/year \$395admin
6343	Fuel-Admin vehicles	3,128	2,500	2,721	2,500	425	500	500	Volt
6360	Miscellaneous	23,331	2,500	17,745	2,500	8,827	10,000	15,000	John Hancock, Healthiest You
6362	Document Storage	2,746	2,500	3,711	2,500	1,779	2,965	3,750	Iron Mountain \$299 for 2025
6365	Special Events	9,883	2,500	0	2,500	0	2,500	5,000	Holiday Party & Chamber Business After Hours
6368	Postage	1,226	600	987	600	289	600	750	
6370	Caselle/Xpress Bill Pay	5,166	6,900	7,654	68,700	33,294	49,942	51,000	Support (only gen fund starting 2024) \$46 mo new mod
6380	Tuition Assistance	0	0	0	2,500	0	2,500	2,500	
6400	Repair/Maintenance - Building	4,157	5,000	16,937	10,000	2,486	9,186	14,000	\$6700 Air Comfort (repair windows add gutter to NS)
6405	Repair/Maintenance - Equip/Mach	470	300	107	300	0	150	300	
6415	Repair/Maintenance - Office Equip	1,805	300	1,748	300	0	300	500	
6420	TH Cleaning Services	2,600	2,400	2,717	2,400	2,866	4,298	3,250	\$250/wk1/4 cost share gen/streets/water/sewer
6435	Repair/Maintenance - Vehicles	3,116	2,500	2,329	2,500	173	300	500	Volt
6615	Supplies - General	2,428	2,500	3,057	1,500	1,990	2,986	2,000	Town Hall expenses
6620	Supplies - Office	6,633	2,500	3,814	2,500	7,540	9,448	5,000	Town Hall expenses
6700	Telephone Expense	2,056	900	1,801	2,000	2,376	3,564	2,500	Nextiva / Verizon (may alter with Allo)

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
6710	Travel and Meetings	11,240	5,000	9,436	1,000	5,243	6,000	12,000	travel expenses
6720	Utility Expense	3,537	3,000	4,471	3,500	2,713	4,069	4,000	gas, elect town hall
6725	Electronic Monitoring	1,772	1,500	2,256	2,500	3,254	4,882	4,000	fire/burg/camera systems
6730	TM Vehicle Allowance	0	0	0	6,750	5,400	6,750	9,000	
	<b>Total Expenses</b>	<b>403,593</b>	<b>294,008</b>	<b>411,663</b>	<b>485,551</b>	<b>293,174</b>	<b>457,915</b>	<b>520,533</b>	
	<b>Capital Outlay</b>								
8900	Website re-design		15,000		0	4,000	4,000	0	
8905	Vehicles	0	18,000	0	0	0	0	0	Wagon for parades 2023
8910	Equipment		0		10,000	4,435	10,000	10,000	AV improvements council chambers (copier? Add 8k)
	<b>Total Capital Outlay</b>	<b>0</b>	<b>33,000</b>	<b>0</b>	<b>10,000</b>	<b>8,435</b>	<b>14,000</b>	<b>10,000</b>	

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
Dept	<b>SANITATION</b>								
	<b>REVENUES: 01-03-00</b>								
	<b>Charges for Services</b>								
4660	Refuse Collection Charges	72,713	71,500	73,896	71,500	44,175	66,263	70,000	404 Users @15.00/cart (2nd cart \$13) Increase for 2025
4661	Clean-Up Days	655	750	655	750	965	965	800	
4720	Late Fees	3,729	3,250	601	3,250	177	300	1,000	40%Water/40%Sewer/20%Trash
	<b>Total Revenues</b>	<b>77,097</b>	<b>75,500</b>	<b>75,152</b>	<b>75,500</b>	<b>45,317</b>	<b>67,528</b>	<b>71,800</b>	
	<b>EXPENSES: 01-03-01</b>								
6101	Auditing	1,500	1,500	1,650	1,735	1,735	1,735	1,820	Single audit triggered in 2026 for 2025
	<b>Total Expenses</b>	<b>1,500</b>	<b>1,500</b>	<b>1,650</b>	<b>1,735</b>	<b>1,735</b>	<b>1,735</b>	<b>1,820</b>	
Dept	<b>Sanitation Operations - 03</b>								
	<b>EXPENSES: 01-03-03</b>								
6090	Operations Transfer	3,500	3,500	3,500	3,500	0	0	0	Salary Transfer Street/Water/Sewer 3%
6368	Postage	665	500	810	550	25	250	500	
6705	Trash Collections	65,966	70,000	76,492	70,000	55,800	83,700	75,383	cost paid to trash provider
6706	Clean-Up Day	5,517	4,750	5,117	4,750	9,397	6,152	5,595	ten roll-offs at \$475 each (2024 credit)
	<b>Total Expenses</b>	<b>75,638</b>	<b>78,750</b>	<b>85,919</b>	<b>78,800</b>	<b>65,222</b>	<b>90,102</b>	<b>81,478</b>	

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
	<b>POLICE - 04</b>								
	<b>REVENUES:</b>								
4652	Traffic Calming surcharge	15,812	26,000	20,075	26,000	9,313	13,969	17,000	\$40 total, \$20 here and \$20 for streets
4710	Fines & Forfeitures	125,943	100,000	171,489	120,000	78,688	118,032	138,488	
4910	Miscellaneous	55	12,000	170	12,000	25,168	37,692	30,000	PVSD Security, SRO Wages from PVSD (add grant money)
4913	Police Reports	775	500	610	500	270	500	500	
	<b>Total Revenue</b>	<b>142,585</b>	<b>138,500</b>	<b>192,344</b>	<b>158,500</b>	<b>113,439</b>	<b>170,193</b>	<b>185,988</b>	
	<b>EXPENSES:</b>								
6002	Salaries	342,221	452,666	459,972	560,707	387,499	560,707	597,055	See Salary Worksheet
6003	Salaries PT	13,878	29,222	6,820	7,306	1,929	1,929	0	
6004	Overtime	0	10,000	0	10,000	0	5,000	5,000	240 hours holiday/3 officers + reg. OT
6010	Payroll Taxes	25,995	30,403	34,200	33,500	28,855	43,500	40,000	
6020	Health Insurance	41,114	50,455	53,594	54,472	47,846	71,198	71,198	
6023	Dental Insurance	1,386	1,245	1,515	1,386	1,781	2,681	2,681	
6024	Allstate Coverage	0	500	0	800	746	850	850	
6025	Life Insurance	1,068	0	866	0	0	60	60	sworn personnel in FPPA/CSO benefit
6026	Short-Term Disability Insurance	0	0	1,766	1,734	1,390	1,734	1,734	STD not part of FPPA
6027	Long-Term Disability Insurance	0	0	0	0	0	0	0	sworn personnel in FPPA/CSO benefit
6030	Retirement/FPPA	49,817	33,000	25,098	25,050	18,272	27,224	28,585	FPPA ICMA for CSO
6060	Cont. Education, Professional Training	1,021	6,000	484	6,000	205	400	2,000	\$1k/FTE, \$1k between all PTE's
6070	Pre-Employment	738	3,000	445	3,000	142	1,000	1,500	
6110	Legal Services	4,946	2,000	0	2,000	0	0	0	MOVED TO ADMIN
6125	Web Publishing	738	738	4,428	900	900	900	0	2025 move to Comm Exp
6323	Clothing & Uniforms	6,155	5,000	5,216	5,000	4723	7,000	5,000	\$500 FT/yr \$250 PT/yr +\$1k for equip
6324	Ballistic Vests	0	1,500	0	1,500	0	1,500	1,500	
6327	Crime Prevention	0	500	0	500	0	500	500	Community Relations
6328	Child Advocacy Services	470	600	282	600	207	311	600	Life Stories
6333	Dues & Subscriptions	1,131	5,500	7,521	5,500	7063	7,063	7,500	Lexipol subscription
6343	Gas, Oil, Diesel Fuel, Etc.	15,082	15,000	18,383	15,000	9,024	13,536	15,000	
6345	Investigations	143	2,500	1,038	2,500	65	1,000	1,000	pictures, CBI costs, DUI costs
6347	Weld County Communications	23,213	25,171	26,566	25,171	24945	24,945	25,500	Dispatch
6368	Postage	65	150	93	150	49	150	150	
6370	IT Services	7,567	0	1,798	0	0	0	0	Moved to Dept 18 - IT
6380	Records Management	1,909	3,000	3,250	3,250	1,625	3,250	3,250	Weld County guard terminal, Crimestar, folders
6400	Repair/Maintenance - Building	877	1,000	0	1,000	770	1,000	1,500	
6405	Repair/Maintenance - Equip/Mach	250	1,000	193	1,000	431	1,000	1,000	Radar, radio, video
6415	Repair/Maintenance - Office Equip	10	1,000	190	1,000	0	250	1,000	Copier Maintenance Program \$240
6435	Repair/Maintenance - Vehicles	12,913	10,000	13,384	6,000	4,176	6,000	5,000	
6615	Supplies - General	6,712	1,500	1,399	1,500	457	500	1,500	Supplies, ct Summons/ new town hall

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
6620	Supplies - Office	1,951	1,000	1,664	1,000	1,783	2,000	2,000	
6700	Telephone Expense	6,304	5,000	5,800	5,000	4,960	7,440	7,000	20% Nextiva town hall/cell phones/MDT's
6710	Travel and Meetings	30	2,000	135	1,000	1741	2,000	3,000	meeting expenses for Chief, IACP conf.
6720	Utility Expense	2,278	1,500	2,593	2,000	1607	2,411	2,500	20% gas, elect town hall
6725	Ammunition-InService Training	425	2,000	1,859	2,000	0	2,000	2,000	
6730	Taser	2,100	1,000	1,164	1,000	0	0	1,000	Annual maintenance costs (2026 \$35,000 - grant?)
6731	Bodycam	0	5,000	4,692	7,500	0	5,000	10,000	One license per officer, 8 cameras, storage
6732	Victims Advocate Services	1,000	2,500	0	1,500	3742	3,742	3,500	Paid to Greeley PD annually
6733	Radio Maintenance Fee	1,708	2,000	0	2,000	0	2,000	2,000	Paid to Weld County annually
	<b>Total Expenses</b>	<b>575,215</b>	<b>714,650</b>	<b>686,408</b>	<b>799,526</b>	<b>556,933</b>	<b>811,781</b>	<b>853,663</b>	
8010	Lexipol and body cams	27,251	24,986	0	0	0	0	0	Central Square
8050	Radio Upgrade	10,297	0	4,506	0	-	0	0	
8060	Vehicles	89,104	0	32,448	0	45,000	113,088	0	2024 TM Veh, 2 new SUV's, outfitting
	<b>Total Capital Outlay</b>	<b>126,652</b>	<b>24,986</b>	<b>36,954</b>	<b>0</b>	<b>45,000</b>	<b>113,088</b>	<b>0</b>	





2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
	<b>General/Administrative</b>								
6002	Planning Commission Payroll	700	1,050	800	1,050	450	800	1,050	\$50/per member per meeting
6010	P&Z Payroll Taxes	54	80	50	80	34	50	50	
6110	Legal Services	0	150	0	150	0	0	0	attorney's fees all in admin
6370	Professional Services	19,283	60,000	35,090	30,000	13,475	20,211	30,000	internal, not allocated to projects
6373	Recording Fees	33	200	0	200	0	100	100	
6620	Supplies - Office	140	150	33	150	62	150	150	
	<b>Total Expenses</b>	<b>20,210</b>	<b>61,630</b>	<b>35,973</b>	<b>31,630</b>	<b>14,021</b>	<b>21,311</b>	<b>31,350</b>	
8900	EIAF Comprehensive Plan grant		125,000	0	18,750	0	18,750	0	Town's match is \$62,500
	<b>Total Capital Outlay</b>	<b>0</b>	<b>125,000</b>	<b>0</b>	<b>18,750</b>	<b>0</b>	<b>18,750</b>	<b>0</b>	
<b>Dept</b>	<b>INSPECTIONS - 09</b>								
	<b>REVENUES:</b>								
	<b>Non-Business Licenses and Permits</b>								
4520	Building Permits	79,616	25,000	41,800	25,000	32,112	48,178	45,000	
	<b>Total Revenues</b>	<b>79,616</b>	<b>25,000</b>	<b>41,800</b>	<b>25,000</b>	<b>32,112</b>	<b>48,178</b>	<b>45,000</b>	
	<b>EXPENSES:</b>								
	<b>Operational Expenses</b>								
6315	Building Inspection Fees	25,677	20,000	24,387	20,000	25,828	38,744	30,000	Safebuilt Fees
	<b>Total Expenses</b>	<b>25,677</b>	<b>20,000</b>	<b>24,387</b>	<b>20,000</b>	<b>25,828</b>	<b>38,744</b>	<b>30,000</b>	
<b>Dept</b>	<b>ECONOMIC DEVELOPMENT - 10</b>								
	<b>EXPENSES:</b>								
6300	ED Marketing	0	4,000	17,140	12,000	0	0	2,000	
6333	Dues & Subscriptions	0	857	2,310	2,310	2,560	2,560	7,000	Upstate Colorado, GIS for website
6335	Annexation Incentives	2,097	25,000	0	25,000	0	5,000	20,000	approved landowners/ developments
6337	Business Development fund	0	0	0	60,000	0	30,264	30,000	
6370	Professional Services	0	0	0	30,000	0		0	internal, not allocated to projects
	<b>Total Expenses</b>	<b>2,097</b>	<b>29,857</b>	<b>19,450</b>	<b>129,310</b>	<b>2,560</b>	<b>37,824</b>	<b>59,000</b>	

2024 BUDGET  
GENERAL FUND

		2022	2023		2024			2025	
Obj Code	Description	Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	NOTES:
Dept	<b>LEGISLATIVE - 11</b>								
	<b>EXPENSES: General/Administrative</b>								
6002	Mayor & Trustee Payroll	11,975	12,600	11,600	12,600	8,100	12,600	12,600	\$300 Mayor, \$150 trustee
6010	Payroll Taxes	917	490	876	490	620	932	908	
6110	Legal Services	4,715	7,000	4,920	7,000	2,870	4,510	4,700	2hrs
6375	Public Relations	690	1,500	678	1,500	1,165	1,500	4,000	Community, Kersey Days, Holiday Festival, clothing
6620	Supplies - Office	362	500	533	500	0	100	500	
6710	Travel and Meetings	1,575	3,500	1,128	1,500	2,720	2,720	6,000	CML Conference board members
	<b>Total Expenses</b>	<b>20,234</b>	<b>25,590</b>	<b>19,735</b>	<b>23,590</b>	<b>15,475</b>	<b>22,362</b>	<b>28,708</b>	
Dept	<b>JUDICIAL - 12</b>								
	<b>REVENUES:</b>								
4715	SOE Fees	295	250	415	250	611	915	500	stay of execution fees (payment plan)
4725	Court Costs	4,280	2,500	5,502	2,500	3,190	3,586	5,000	
4740	Surcharge	15	30	0	30	0	120	150	ordinance violation surcharges
	<b>Total Revenues</b>	<b>4,590</b>	<b>2,780</b>	<b>5,917</b>	<b>2,780</b>	<b>3,801</b>	<b>4,621</b>	<b>5,650</b>	
	<b>EXPENSES: General/Administrative</b>								
6002	Municipal Judge Payroll	4,200	4,200	3,150	4,200	3,150	4,200	4,200	Judge fee \$350/session12 (increase 2025?)
6010	Payroll Taxes	0	0	0	0	0	0	0	
6110	Prosecution Legal Fees	9,511	15,000	16,275	15,000	8,500	12,752	15,000	
6368	Postage	54	200	84	200	26	100	200	
6370	Professional Services	1,039	1,200	909	1,200	720	1,200	1,200	Interpreters
6620	Office Supplies	988	500	639	500	224	400	500	

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
	<b>Total Expenses</b>	<b>15,792</b>	<b>21,100</b>	<b>21,057</b>	<b>21,100</b>	<b>12,620</b>	<b>18,652</b>	<b>21,100</b>	
8900	Caselle Court Module	1,000	0		0	0	0	0	
	<b>Total Capital Outlay</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Dept</b>	<b>PARKS - 13</b>								
	<b>REVENUES:</b>								
4820	Grants	1,400	0	0	2,000	0	0	2,000	CTC Grant
4840	Park Reservations	1,460	2,000	1,525	2,000	1,001	1,500	1,500	\$100 deposit, \$25, \$40, NR \$50, \$80
4845	Tree Board Donations	0	0	0	0	0	0	0	
	<b>Total Revenues</b>	<b>2,860</b>	<b>2,000</b>	<b>1,525</b>	<b>4,000</b>	<b>1,001</b>	<b>1,500</b>	<b>3,500</b>	
	<b>EXPENSES:</b>								
6002	Salaries	30,185	67,871	63,048	81,534	49,515	81,534	102,082	4 Seasonal Workers and Brandon/Alex allocation in 2025
6010	Payroll Taxes	2,227	4,569	4,679	4,569	3,640	4,569	9,187	
6020	Health Insurance	3,977	4,702	5,905	6,112	3,144	4,624	4,624	
6023	Dental/Vision Insurance	316	353	452	300	154	226	226	
6024	AFLAC Coverage	0	0	0	0	141	205	250	
6025	Life Insurance	5	10	81	80	45	80	80	
6026	Short-Term Disability Insurance	46	95	184	180	105	155	155	
6027	Long-Term Disability Insurance	45	90	131	140	75	111	115	
6030	E 457 Retirement Contribution	727	560	1,313	2,446	612	888	1,500	
6323	Clothing & Uniforms	0	250	551	250	0	250	250	
6343	Gas, Oil, Diesel Fuel	0	0	0	0	0	0	750	
6362	Tree Board	200	200	64	200	45	100	200	Administrative costs
6431	Landscaping Services	37,916	20,000	33,725	10,000	5,625	6,500	2,500	supplemental landscape maintenance
6615	General Supplies	3,805	750	3,094	750	4,623	5,000	750	non CTF covered expenses
6715	Tree City USA	3,200	3,600	3,337	3,600	578	578	3,600	per capita(\$2 per capita)
6720	Park Utilities	1,531	500	455	500	167	500	500	non CTF covered expenses
6725	Rental Equipment	0	6,600	7533	6,600	3,378	5,066	5,000	tools, equipment, porta-potties
	<b>Total Expenses</b>	<b>84,180</b>	<b>110,150</b>	<b>124,552</b>	<b>117,261</b>	<b>71,847</b>	<b>110,386</b>	<b>131,769</b>	
8010	Parks Equipment/Machinery	0	0	0	0	13,345	13,345	0	

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
	<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,345</b>	<b>13,345</b>	<b>0</b>	
<b>Dept</b>	<b>COMMUNITY EXPERIENCES -RECREATION- 14</b>								
	<b>REVENUES:</b>								
4617	Tball/Coach Pitch Registration	4,446	3,500	4,684	4,000	4,686	4,686	4,200	
4618	Baseball Registration	11,281	6,500	9,598	6,500	5,108	5,108	5,000	<i>Includes Rockies fundraiser</i>
4619	Softball Registration	2,040	1,500	4,180	2,500	3,464	3,464	3,000	
4620	Basketball Registration	12,315	3,250	9,955	3,500	1,890	3,500	3,500	
4621	Basketball (5-7) Registration	3,417	3,250	1,425	3,500	0	3,500	350	
4631	Adult Recreation	0	500	460	500	0	0	500	
4640	Soccer Registration	3,631	2,500	3,586	2,500	3,241	3,241	500	<i>NVAA</i>
4641	Soccer (5-8) Registration	6,201	5,000	3,406	5,000	2,389	3,241	2,500	<i>Tri-Valley league</i>
4642	Soccer-Little Kicks Registration	0	1,000	1,253	1,000	880	880	2,500	
4647	Volleyball Registration	6,218	4,000	8,559	5,000	8,183	8,183	7,000	
4650	Flag Football Registration	2,062	1,000	2,928	1,500	2,500	2,500	1,500	
4652	Summer Activities	250	800	85	0	0	0	0	<i>moved to 16</i>
4653	Winter/Spring Activities	834	800	0	0	0	0	0	<i>moved to 16</i>
4810	Kersey Days Donations/Sponsors	0	40,000	42,710	40,000	29,676	29,676	40,000	<i>Kersey Days Donations</i>
4830	United Way	1,165	1,200	2,500	2,500	0	1,500	2,500	
4831	Misc Rec Programs	4,331	150	0	150	0	150	150	
4835	Camps/Clinics	0	1,000	240	1,000	590	590	750	<i>football, basketball, cheerleading</i>
4910	Miscellaneous	0	0	469	0	907	950	500	
	<b>Total Revenues</b>	<b>58,191</b>	<b>75,950</b>	<b>96,038</b>	<b>79,150</b>	<b>63,514</b>	<b>71,169</b>	<b>74,450</b>	
<b>Dept</b>									
6002	Salaries FT	91,577	69,820	89,903	130,050	75,583	113,595	125,350	<i>Rec Director/Comm Engagement</i>
6010	Payroll Taxes	6,696	4,688	6,566	7,500	5,383	8,091	11,282	
6020	Health Insurance	11,913	10,296	15,067	19,124	10,934	16,358	16,358	
6023	Dental/Vision Insurance	417	418	355	450	320	492	492	
6024	Allstate Supplemental Coverage	253	0	191	250	242	374	425	
6025	Life Insurance	50	32	170	190	118	178	178	
6026	Short-Term Disability Insurance	330	460	369	426	258	390	390	
6027	Long-Term Disability Insurance	320	500	263	350	183	275	275	
6030	E 457 Retirement Contribution	2,456	1,950	2,086	2,575	1,659	2,515	3,760	
6060	Cont Education-Seminar-Train	0	400	0	400	0	400	400	<i>NAYS Conference</i>
6125	Web Publishing	738	738	4,428	900	981	981	4,500	<i>Website cost all here</i>
6333	Dues & Subscriptions	660	115	11	115	584	600	2,000	<i>CPRA membership, Canva, Branding, Rec Software</i>
6343	Fuel-Recreation Vehicles	1,569	1,500	650	800	238	300	500	<i>Tacoma</i>
6360	Miscellaneous	3,998	150	252	150	107	150	150	<i>Coach Appreciation</i>
6362	NVAA Insurance	538	220	173	350	126	175	400	
6365	Background Checks	1,890	1,500	1,848	1,500	1,725	2,000	2,000	<i>Refs/Coaches (new in 2020)</i>
6370	IT Services	5,649	0	0	0	0	0	0	<i>Moved to Dept 18 IT</i>

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
6372	Building Rental Fees	6,512	3,500	6,285	4,500	1,630	2,800	4,500	PVSD facilities
6435	Repair/Maintenance - Vehicles	1,238	500	879	500	213	500	500	Toyota Tacoma
6600	Baseball - Supplies & Fees	12,713	3,000	6,799	3,000	5,173	5,173	2,500	Youth 8-12 yoa
6601	T-Ball/Coach Pitch- Supplies & Fees	4,179	2,000	52	2,000	797	797	1,500	Youth 5-8 yoa Throwdown bases 2025
6602	Softball - Supplies & Fees	1,558	1,000	3,512	1,200	2,923	2,923	1,500	
6605	Basketball - Supplies & Fees	8,609	3,500	7,789	3,500	5,696	6,000	5,500	Basketball 5-7 here
6606	Basketball (5-7)- Supplies & Fees	2,959	2,000	52	2,000	462	462	0	
6610	Supplies - Concession	30	250	0	250	0	0	250	
6612	Uniforms	0	6,000	9,485	4,000	4,708	4,708	3,000	
6615	Supplies - General	812	500	599	500	784	800	500	
6620	Supplies - Office	691	1,000	1,236	1,000	651	1,000	1,000	
6629	Soccer--Little Kicks	0	750	956	750	923	1,000	0	
6630	Soccer - Supplies & Fees	2,175	1,500	1,021	1,500	1,197	1,197	4,000	Soccer 5-7 and Lil Kix here
6631	Soccer (5-8)- Supplies & Fees	5,105	3,500	1,920	3,000	636	1,000	0	
6632	Flag Football - Supplies & Fees	1,988	700	570	700	0	350	700	
6635	Volleyball - Supplies & Fees	3,943	2,500	5,129	2,750	3,219	3,500	3,000	
6636	Kersey Days	0	40,000	35,110	40,000	32,589	32,589	40,000	Kersey Days expenditures
6637	Summer Activities	3,880	0	0	0	0	0	0	Moved to Community Center for 2023
6638	Winter/Spring Activities	3,501	0	0	0	0	0	0	Moved to Community Center for 2023
6639	Adult Recreation	0	500	0	500	0	0	500	
6700	Telephone Expense	1,581	1,800	1,442	1,200	1,396	1,500	1,500	Nextiva/Verizon (could change with Allo)
6710	Travel and Meetings	104	100	307	100	443	443	1,500	
6715	Camps/Clinics	0	300	145	500	40	100	500	
6725	Paint/Field Markings	1,280	1,500	230	1,500	0	500	1,500	
<b>Total Expenses</b>		<b>191,912</b>	<b>169,187</b>	<b>205,850</b>	<b>240,080</b>	<b>161,921</b>	<b>214,216</b>	<b>242,410</b>	

2024 BUDGET  
GENERAL FUND

		2022	2023	2024			2025		
Obj Code	Description	Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	NOTES:
	<b>Capital Outlay</b>								
8010	Capital Outlay-Equipment	0	0	0	3,000	3,718	3,718	0	Striping machine 2024

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
	<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>	<b>3,718</b>	<b>3,718</b>	<b>0</b>	
<b>Dept</b>	<b>MUSEUM - 15</b>								
	<b>EXPENSES: General/Administrative</b>								
6385	Building Rent	3,000	3,000	3,150	3,500	2,481	3,284	3,473	Museum occupied space (5% increase annually)
6400	Repair Maintenance - Building	197	2,000	1,729	2,000	310	500	1,500	maintenance on rented building, 413 1st St.
6720	Utility Expense	2,424	2,500	4,308	3,000	2,425	3,000	3,500	
	<b>Total Expenses</b>	<b>5,621</b>	<b>7,500</b>	<b>9,187</b>	<b>8,500</b>	<b>5,216</b>	<b>6,784</b>	<b>8,473</b>	
<b>Dept</b>	<b>COMMUNITY EXPERIENCES KCC- 16</b>								
	<b>REVENUES:</b>								
	<b>Grants, Donations</b>								
4810	Donations	11,000	11,000	11,000	11,000	2,200	2,200	2,200	WeldCO Senior Coordinators
4830	Senior's Committee	0	0	4,821	3,954	0	3,954	2,000	Kersey Area Seniors Changeover
4840	Community Center Bldg Rental	5,410	4,000	6,805	5,000	5,436	6,000	5,500	
4841	Community Fitness	0	500	395	500	0	0	500	Fitness Class Registrations
4842	Special Events	1,222	750	3,166	1,500	1,064	1,500	1,500	
4843	Older Adult programs	1,409	500	13,200	2,000	11,550	11,550	11,550	Chevron Donation/Weld Sr Foundation
	<b>Total Revenues</b>	<b>19,041</b>	<b>16,750</b>	<b>39,387</b>	<b>23,954</b>	<b>20,250</b>	<b>25,204</b>	<b>23,250</b>	
	<b>EXPENSES:</b>								
	<b>Employment Expenses</b>								
6002	Salaries FT	22,894	44,797	22,476	23,218	17,016	23,218	23,920	Rec Specialist part time
6010	Payroll Taxes	1,674	3,008	1,642	2,321	1,272	1,944	2,153	
6020	Health Insurance	2,978	10,296	3,767	0	591	591	0	
6023	Dental/Vision Insurance	104	150	89	0	53	53	0	
6024	Allstate Supplemental Coverage	229	350	48	0	40	40	0	
6025	Life Insurance	13	25	42	0	10	10	0	
6026	Short-Term Disability Insurance	83	179	92	0	20	20	0	
6027	Long-Term Disability Insurance	80	300	66	0	14	14	0	
6030	E 457 Retirement Contribution	614	1,256	522	0	148	148	0	
6060	Continuing Education	0	800	0	800	0	200	500	Professional training
6333	Dues & Subscriptions	63	0	0	0	151	151	200	Canva
6343	Fuel	143	500	82	500	174	200	300	Tahoe
6370	IT Services	3,801	0	0	0	0	0	0	Moved to Dept 18 IT
6400	Repair/Maintenance - Building	2,654	1,000	6,127	1,000	8,435	12,651	3,000	AC/Heat Alarm System, Cleaning
6420	KCC Cleaning Services	0	0	0	0	0	0	3,000	Added 2025
6615	Supplies - General	2,591	1,000	1,053	1,000	443	1,000	1,000	
6616	Supplies- Fitness Equipment	0	500	0	500	0	0	500	
6620	Supplies- Office	617	750	350	750	126	200	500	
6639	Community Fitness	0	500	509	500	0	0	500	Registrations
6700	Telephone Expense	2,290	1,600	2,922	2,200	2,180	3,545	2,200	Nextiva/Verizon
6710	Travel & Meetings	41	100	90	100	164	164	200	



2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
6720	Utility Expense	11,935	3,500	6,560	4,500	2,624	3,936	4,500	
6725	Electronic Monitoring	2,025	1,500	1,559	1,500	437	1,500	4,500	Dictoguard \$90/mo
6730	Spring Events	4,168	1,000	0	1,000	0	0	1,000	May Day, Easter, Spring farm show
6732	Summer Events	0	3,000	6,006	3,000	3,354	3,354	3,000	Splash Days, Movie in the park, youth trips
6734	Fall Events	0	3,000	1,743	3,000	0	3,000	2,000	Halloween haunted house, pumpkin carving
6736	Winter Events	0	2,000	3,078	3,000	0	3,000	3,000	Winter holiday festival, movie night
6740	Older Adult programs	13,390	14,000	12,377	14,000	12,353	12,353	14,000	\$11k for meals, remainder in programming
6745	Senior's Committee	0	0	867	0	1,515	1,515	1,500	Kersey Area Seniors Changeover
	<b>Total Expenses</b>	<b>72,387</b>	<b>95,111</b>	<b>72,067</b>	<b>62,889</b>	<b>51,120</b>	<b>72,807</b>	<b>71,473</b>	
	<b>Capital Outlay</b>								
8900	CC building enhancements	0	10,000	15,090	13,500	3,000	0	3,000	
	<b>Total Capital Outlay</b>	<b>0</b>	<b>10,000</b>	<b>15,090</b>	<b>13,500</b>	<b>3,000</b>	<b>0</b>	<b>3,000</b>	

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
Dept	<b>ENGINEERING - 17</b>								
	<b>REVENUES:</b>								
	<b>Non Business Licenses &amp; Permits</b>								
4510	Preliminary Engineering Fees	0	1,500	0	0	0	0	0	
	<b>Total Revenues</b>	<b>0</b>	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>EXPENSES:</b>								
6110	Legal Services	0	1,000	0	0	0	0	0	
6120	Publishing	0	100	0	0	0	0	0	
6372	Engineering Services	7,688	10,000	7,688	20,000	9,216	10,000	20,000	Contracted engineering(non-project related)
	<b>Total Expenses</b>	<b>7,688</b>	<b>11,100</b>	<b>7,688</b>	<b>20,000</b>	<b>9,216</b>	<b>10,000</b>	<b>20,000</b>	
Dept	<b>INFORMATION TECHNOLOGY - 18</b>								
4100	<b>REVENUES:</b>	0	22,500	22,500	14,250	0	14,250	14,250	Transfer from Street/Water/Sewer
	<b>Total Revenues</b>	<b>0</b>	<b>22,500</b>	<b>22,500</b>	<b>14,250</b>	<b>0</b>	<b>14,250</b>	<b>14,250</b>	
	<b>EXPENSES:</b>								
6372	IT Services- Admin (02)	0	10,000	24,245	19,000	15,873	23,809	25,025	\$4750 admin, streets, water, sewer
6372	IT Services- Police (04)	0	7,500	9,528	8,000	1,683	2,523	13,475	MDT maintenance \$4k, CrimeStar \$4k
6400	IT Hardware	0	0	0	20,000	5,023	12,000	16,000	Replace switch, firewall, laptops & 6 dias mini computers
6405	IT Software	0	0	0	18,720	0	18,720	14,720	TKFS01, TKPS01, TKTS01, VDI
6410	IT Security/Licensing	0	0	0	53,500	16,200	45,000	43,800	TrendMicro, vmSoftware,remote backups,Meraki
6415	IT Email hosting	0	0	0	20,000	3,511	16,000	11,000	hosted email
	<b>Total Expenses</b>	<b>0</b>	<b>17,500</b>	<b>33,773</b>	<b>139,220</b>	<b>42,290</b>	<b>118,052</b>	<b>124,020</b>	
	<b>Capital Outlay</b>								
8010	Cap Outlay - IT Related Equipment	0	0	0	0	2,328	0	0	Special equipment
	<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,328</b>	<b>0</b>	<b>0</b>	
Dept	<b>GRANT ADMINISTRATION - 19</b>								Added for 2025
4100	<b>REVENUES:</b>								
	FEMA Stormwater Grant - HMGP	0	0	0	1,700,000	0	0	1,695,065	Stormwater project--Clark Street
	EPA Brownfields Grant				0	0	0	1,112,809	Grain Elevator Grant
	SS4A Grant							150,000	\$120k Federal \$30k DOLA match
	Main Street Grant Phase II (TBD)							0	applied for \$247,000
	<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,957,874</b>	
	<b>EXPENSES:</b>								
	FEMA Stormwater Grant	0	0	0	0	4,935	4,935	1,695,065	Stormwater project--Clark Street
	EPA Brownfields Grant				1,115,309	1,430	2,500	1,112,809	Grain Elevator Grant
	SS4A Grant							150,000	\$120k Federal \$30k DOLA match
	Main Street Grant Phase II (TBD)							0	applied for \$247,000 (10% match)
	<b>Total Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,115,309</b>	<b>6,365</b>	<b>7,435</b>	<b>2,957,874</b>	
	<b>BEGINNING FUND BALANCE</b>	<b>337,333</b>	<b>1,938,296</b>	<b>2,198,250</b>	<b>3,221,613</b>	<b>5,061,759</b>	<b>3,635,457</b>	<b>3,601,260</b>	

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
	<b>Revenues:</b>								
	General-01	2,062,380	2,202,126	2,495,066	5,007,164	1,576,841	2,249,813	2,032,313	
	Sanitation-03	77,097	75,500	75,152	75,500	45,317	67,528	71,800	
	Police-04	142,585	138,500	192,344	158,500	113,439	170,193	185,988	
	Health-05	6,080	6,000	5,948	6,000	3,485	5,299	6,000	
	Other Protection-06	610	1,250	240	1,250	440	1,100	1,250	
	Planning / Zoning-08	0	0	0	9,375	0	9,375	0	
	Inspections-09	79,616	25,000	41,800	25,000	32,112	48,178	45,000	
	Judicial-12	4,590	2,780	5,917	2,780	3,801	4,621	5,650	
	Parks-13	2,860	300	1,525	4,000	600	800	3,500	
	Recreation-14	58,191	75,950	96,038	79,150	63,514	71,169	74,450	
	Museum-15	0	0	0	0	0	0	0	
	Community Center-16	19,041	16,750	39,387	23,954	20,250	25,204	23,250	
	Engineering-17	0	1,500	0	0	0	0	0	
	Information Technology-18	0	0	0	0	0	14,250	14,250	
	Grant Administration-19	0	0	0	0	0	0	2,957,874	
	<b>Total Revenues</b>	<b>2,453,050</b>	<b>2,545,656</b>	<b>2,953,417</b>	<b>5,392,673</b>	<b>1,859,799</b>	<b>2,653,280</b>	<b>5,421,325</b>	

2024 BUDGET  
GENERAL FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 31-24	Estimate YEE	Proposed Budget	
	<b>Expenses:</b>								
	General-01	55,597	42,797	54,354	54,340	57,681	61,591	61,861	
	Administrative-02	403,593	294,008	411,663	485,551	293,174	457,915	520,533	
	Sanitation-03	77,138	77,000	87,569	80,535	66,957	91,837	83,298	
	Police-04	575,215	714,650	686,408	799,526	556,933	811,781	853,663	
	Health-05	4,830	5,936	5,992	5,936	4,631	6,175	6,500	
	Other Protection-06	353	600	2,479	1,100	1,126	2,100	2,300	
	Elections-07	1,463	0	0	2,370	1,320	1,870	0	
	Planning / Zoning-08	20,210	61,630	35,973	31,630	14,021	21,311	31,350	
	Inspections-09	25,677	20,000	24,387	20,000	25,828	38,744	30,000	
	Economic Development-10	2,097	29,857	19,450	129,310	2,560	37,824	59,000	
	Legislative-11	20,234	25,590	19,735	23,590	15,475	22,362	28,708	
	Judicial-12	15,792	21,100	21,057	21,100	12,620	18,652	21,100	
	Parks-13	84,180	110,150	124,552	117,261	71,847	110,386	131,769	
	Recreation-14	191,912	169,187	205,850	240,080	161,921	214,216	242,410	
	Library-15	5,621	7,500	9,187	8,500	5,216	6,784	8,473	
	Community Center-16	72,387	95,111	72,067	62,889	51,120	72,807	71,473	
	Engineering-17	7,688	11,100	7,688	20,000	9,216	10,000	20,000	
	Information Technology-18	0	0	0	0	0	118,052	124,020	
	Grant Administration-19	0	0	0	0	0	0	2,957,874	
	Capital Outlay	1,055,923	599,486	141,643	1,448,809	94,309	169,226	16,000	
	<b>Total Expenses</b>	<b>2,619,910</b>	<b>2,285,702</b>	<b>1,930,054</b>	<b>3,552,527</b>	<b>1,445,955</b>	<b>2,273,633</b>	<b>5,270,332</b>	
	<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>(166,860)</b>	<b>259,954</b>	<b>1,023,363</b>	<b>1,840,146</b>	<b>413,844</b>	<b>379,647</b>	<b>150,993</b>	
	<b>ENDING FUND BALANCE</b>	<b>1,938,296</b>	<b>2,198,250</b>	<b>3,221,613</b>	<b>5,061,759</b>	<b>3,635,457</b>	<b>3,601,260</b>	<b>3,752,253</b>	

CAPITAL FUND

Obj Code	Description	2022	2023	2023	2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 8-31-24	Estimate YEE	Proposed Budget	
<b>Capital Outlay - General Fund</b>									
<b>Beginning Balance</b>									
<b>REVENUES:</b>									
4180	3.0% Use Tax	34,228	30,000	54,912	30,000	35,452	53,000	47,380	Based on Bldg Materials
4820	Grants-Centennial Trail	0	0	0	0	0		0	\$969400 TAP - 20% match
4830	Grants-Town Center	130,967	0	0	0	0		0	\$1m DOLA, \$386k HPLD
4952	Transfer from Sewer Fund			0	76,667	0	76,667	76,667	Sewer Main Replacement
4920	Earnings on Deposit & Investments	2,180	500	11,289	500	189	500	1,000	
<b>Total Revenues</b>		<b>167,375</b>	<b>30,500</b>	<b>66,201</b>	<b>107,167</b>	<b>35,641</b>	<b>130,167</b>	<b>125,047</b>	
<b>EXPENSES:</b>									
8010	FEMA Stormwater Grant	7,609	0		0	4,935	4,935	0	MOVED TO GENERAL FUND 2025 19
8020	HISP Grant	13,856	30,000		0	4,978	4,987	0	closed out
8060	Housing Needs Assessment				0	52,814	52,814	0	closed out
8062	Raw Water Study Grant				0	4,110	4,110	0	closed out
8064	Rate Study Grant				0	0	0	0	closed out
8075	First St Streetscape Project				0	4,325	4,325	0	closed out
8076	First St Streetscape Project Ph 2				0	259,131	259,131	0	moved to 19 (main street phase II)
<b>Total Expenses</b>		<b>21465</b>	<b>30,000</b>	<b>0</b>	<b>-</b>	<b>330,293</b>	<b>330,302</b>	<b>-</b>	
<b>Capital Outlay - Street Fund</b>									
<b>REVENUES: BEGINNING BALANCE</b>									
4540	Road Development Fees	880	2,875	4,630	2,875	0	0	1,150	new homes at \$575 per home
4655	Drainage Fees	339	1,500	600	1,500	0	0	600	new homes at \$300 per home
<b>Total Revenues</b>		<b>1,219</b>	<b>4,375</b>	<b>5,230</b>	<b>4,375</b>	<b>-</b>	<b>-</b>	<b>1,750</b>	
<b>Total Expenses</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	Restricted Street Capital Outlay Project
<b>Capital Outlay - Park Fees 05</b>									
<b>BEGINNING BALANCE</b>									
4540	Park Fees	1,730	1,700	0	1,700	0	0	1,700	850.00 new homes Restricted Revenue
<b>Total Revenues</b>		<b>1,730</b>	<b>1,700</b>	<b>-</b>	<b>1,700</b>	<b>0</b>	<b>0</b>	<b>1,700</b>	
<b>Total Expenses</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>BEGINNING FUND BALANCE</b>		<b>372,380</b>	<b>542,704</b>	<b>542,704</b>	<b>614,135</b>	<b>185,827</b>	<b>614,135</b>	<b>414,000</b>	
<b>Revenues:</b>									
Capital Outlay - General Fund		167,375	30,500	66,201	107,167	35,641	130,167	125,047	
Capital Outlay - Street Fund		1,219	4,375	5,230	4,375	0	0	1,750	

CAPITAL FUND

Obj Code	Description	2022	2023	2023	2024			2025	NOTES:
		Actual	Budget	Actual	Proposed Budget	YTD - 8-31-24	Estimate YEE	Proposed Budget	
	Capital Outlay - Park Fees	1,730	1,700	0	1,700	0	0	1,700	
	<b>Total Revenues</b>	<b>170,324</b>	<b>36,575</b>	<b>71,431</b>	<b>113,242</b>	<b>35,641</b>	<b>130,167</b>	<b>128,497</b>	
	<b>Expenses:</b>								
	Capital Outlay - General Fund	0	0	21,465	0	330,293	330,302	0	
	<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>330,293</b>	<b>330,302</b>	<b>-</b>	
	<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>170,324</b>	<b>36,575</b>	<b>71,431</b>	<b>113,242</b>	<b>(294,652)</b>	<b>(200,135)</b>	<b>128,497</b>	
	<b>ENDING FUND BALANCE</b>	<b>542,704</b>	<b>579,279</b>	<b>614,135</b>	<b>727,377</b>	<b>(108,825)</b>	<b>414,000</b>	<b>542,497</b>	

Street Fund

Object Code	Description	2022	2023		2024		2025	NOTES:
		Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE	
Dept	General -01							
	<b>REVENUES:</b>							
	<b>Taxes</b>							
4150	Highway Users Tax	64,514	64,101	65,590	66,044	48,523	72,783	60,269 <i>Based on miles of streets</i>
4160	Motor Vehicle Sales & Use Tax	1,708	3,500	18,902	3,500	11,453	12,000	7,270 <i>wc treasurer</i>
4180	Sales Tax	623,989	363,000	611,760	363,000	339,914	489,870	400,000 <i>3.6% sales tax (1/3)</i>
4190	Specific Ownership Tax	23,412	25,000	19,541	25,000	12,878	19,318	21,000 <i>wc treasurer</i>
4530	Motor Vehicle Registration Fee	9,088	9,000	7,851	9,000	5,061	9,000	9,000 <i>wc treas</i>
4650	County Road and Bridge	14,405	15,000	11,056	15,000	10,116	10,116	12,000 <i>wc treas r&amp;b qtr.rebate</i>
4651	Street Reimbursements	0	500	0	500	0	0	500 <i>damage to streets</i>
4652	Traffic Calming Surcharge	15,696	9,600	20,085	9,600	9,173	13,757	16,500 <i>Equipment/signage fr summons surcharge</i>
4653	County Rd 55 Maintenance	2,170	1,500	1,305	0	0	0	0 <i>CR 55</i>
4654	ROW Permit Fees	1,513	1,000	2,780	1,000	1,125	1,500	1,500
4910	Miscellaneous	78	250	0	250	0	100	250
4920	Earnings on Deposits & Investments	207	250	6,142	250	189	250	500
	<b>Total Revenues</b>	<b>756,780</b>	<b>492,701</b>	<b>765,012</b>	<b>493,144</b>	<b>438,432</b>	<b>628,694</b>	<b>528,789</b>
	<b>EXPENSES:</b>							
6040	Workmen's Compensation	3,673	3,615	3,735	4,819	3,443	3,443	6,202 <i>Cirsa 14%</i>
6101	Auditing	2,250	2,475	2,475	2,603	2,603	2,603	2,730
6120	Publishing	16	100	0	100	0	0	100
6370	Caselle	3,544	2000	3,588	2000	1344	1344	0 <i>Moved to Gen fund</i>
6372	IT Services	2,321	7500	7,500	4750	0	4750	4750 <i>Tx to Gen Fund IT Services</i>
	<b>Total Expenses</b>	<b>11,804</b>	<b>15,690</b>	<b>17,298</b>	<b>14,272</b>	<b>7,390</b>	<b>12,140</b>	<b>13,782</b>

		2022	2023		2024			2025	
Object Code	Description	Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE	Proposed Budget	NOTES:
Dept	<b>Administrative - 02</b>								
	<b>EXPENSES:</b>								
6130	Online Code	223	299	546	299	299	299	500	\$1195/yr 1/4 gen/st/water/sewer
6368	Postage	0	50	0	50	0	50	50	
6400	Repair/Maintenance-Building	30	1,050	0	1,000	0	500	500	
6420	TH Cleaning Services	2,600	2,400	2,720	2,400	2,471	3,707	3,500	\$250/wk cost share gen/water/sewer
6620	Supplies - Office	777	750	668	500	671	671	600	
	<b>Total Expenses</b>	<b>3,630</b>	<b>4,549</b>	<b>3,934</b>	<b>4,249</b>	<b>3,441</b>	<b>5,227</b>	<b>5,150</b>	
Dept	<b>Operations -03 Expense</b>								
6002	Salaries	54,241	40,734	45,891	70,525	45,772	70,525	75,014	See Salary Worksheet
6010	Payroll Taxes	4,070	3,033	3,372	4,525	3,351	6,295	6,751	
6020	Health Insurance	7,642	12,296	4,838	4,930	4,038	5,778	5,778	
6023	Dental/Vision Insurance	646	1,400	168	200	123	167	167	
6024	Allstate Coverage	295	150	145	150	97	137	150	
6025	Life Insurance	19	38	63	65	47	67	67	
6026	Short-Term Disability Insurance	177	300	141	200	105	149	149	
6027	Long-Term Disability Insurance	171	342	101	150	75	107	107	
6030	E 457 Retirement Contribution	1,298	1,800	1,062	2,116	1,086	1,618	2,250	
6060	Cont. Education, Seminars, Training	0	500	0	500	0	0	500	seminars, education, training
6323	Clothing & Uniforms	25	750	1,008	750	752	800	750	\$500 per year paid bi-annually/seasonals
6333	Dues & Subscriptions	292	115	350	115	125	125	125	
6343	Gas, Oil, Diesel Fuel, Etc.	3,902	4,000	5,226	4,000	281	1,000	5,000	
6370	Professional Services	0	0	0	8,100	3,380	4,056	0	Bluestar Capital Advisors
6400	Repair/Maintenance - Building	114	1,000	60	1,000	0	0	500	
6405	Repair/Maintenance - Equip/Mach	1,078	4,000	1,708	4,000	678	1,000	2,500	
6425	Repair/Maintenance - Signs	2,089	3,000	451	3,000	7,564	8,000	4,500	Street signs
6430	Repair/Maintenance - Streets	2,244	5,000	13,239	5,000	4,584	5,000	10,000	
6432	Repair/Maintenance - Pavement Marking	240	11,000	177	11,000	0	5,000	11,000	Hill/ 1st/ Centennial
6435	Repair/Maintenance - Vehicles	9,374	5,000	2,659	5,000	2,520	7,520	5,000	
6440	Repair/Maintenance - Latham	4,600	10,000	3,700	5,000	1,050	3,500	5,000	Latham and 9th Street
6520	Street Cleaning	6,868	20,000	19,115	20,000	589	10,000	10,000	
6525	Supplemental Snow Removal	18,093	35,000	19,801	35,000	7,875	10,000	35,000	Contractor Costs
6530	Street Lights	19,133	15,000	16,820	15,000	9,009	13,513	15,000	XCel Energy
6615	Supplies - General	963	3,500	836	3,500	1,558	2,000	3,500	Weed Killer/partially contracted
6700	Telephone Expense	2,020	1,500	1,773	1,500	1,248	1,872	1,900	Nextiva/Verizon
6710	Travel & Meetings	216	200	71	200	288	288	200	



Street Fund

Object Code	Description	2022	2023		2024		2025	NOTES:	
		Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE		Proposed Budget
6720	Utility Expense	2,706	3,000	2,689	3,000	1,657	2,485	3,000	6% of gas, electricity townhall, storage bldg
6730	Asset Management	1,201	1,250	1,262	1,250	0	0	0	Cartegraph canceled
	<b>Total Expenses</b>	<b>143,717</b>	<b>183,908</b>	<b>146,726</b>	<b>209,776</b>	<b>97,852</b>	<b>161,002</b>	<b>203,908</b>	
	<b>Capital Outlay</b>								
8010	Capital Outlay - Equipment	4,950	2,000	0	0	0	0	0	
8040	Street Improvements	55,868	250,000	0	250,000	0	125,000	250,000	Street Maint (Repair Maint. Existing Streets)
8070	Transfer to Capital	0	0	0	0	0	0	0	
8075	Transfer to Capital	0	0	0	0	0	0	0	
8900	Gateway signage	0	0	0	0	0	0	0	
8020	9th Street Design/Engineering		25,000	0	0	0	0	0	
8030	Coalition contributions		0	0	0	2,778	2,778	2,778	US 34 TMO participation (2024 & 2025)
	<b>Total Capital Outlay</b>	<b>60,818</b>	<b>252,000</b>	<b>-</b>	<b>250,000</b>	<b>2,778</b>	<b>127,778</b>	<b>252,778</b>	
	<b>BEGINNING FUND BALANCE</b>	<b>94,254</b>	<b>718,662</b>	<b>718,662</b>	<b>1,315,716</b>	<b>1,330,563</b>	<b>1,330,563</b>	<b>1,653,110</b>	
	<b>Revenues:</b>								
	General	756,780	492,701	765,012	493,144	438,432	628,694	528,789	
	<b>Total Revenues</b>	<b>756,780</b>	<b>492,701</b>	<b>765,012</b>	<b>493,144</b>	<b>438,432</b>	<b>628,694</b>	<b>528,789</b>	
	<b>Expenses:</b>								
	General	11,804	15,690	17,298	14,272	7,390	12,140	13,782	
	Administrative	3,630	4,549	3,934	4,249	3,441	5,227	5,150	
	Operations	143,717	183,908	146,726	209,776	97,852	161,002	203,908	
	Capital Outlay	60,818	252,000	0	250,000	2,778	127,778	252,778	
	<b>Total Expenses</b>	<b>219,969</b>	<b>456,147</b>	<b>167,958</b>	<b>478,297</b>	<b>111,461</b>	<b>306,147</b>	<b>475,619</b>	
	<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>536,811</b>	<b>36,554</b>	<b>597,054</b>	<b>14,847</b>	<b>326,971</b>	<b>322,547</b>	<b>53,170</b>	
	<b>ENDING FUND BALANCE</b>	<b>718,662</b>	<b>755,216</b>	<b>1,315,716</b>	<b>1,330,563</b>	<b>1,657,534</b>	<b>1,653,110</b>	<b>1,706,280</b>	

CONSERVATION TRUST FUND

		2022	2023		2024			2025	
Code	Description	Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE	Proposed Budget	NOTES:
Dept	<b>GENERAL-01</b>								
	<b>REVENUES:</b>								
4330	Lottery Funds Collected	19,159	20,000	20,979	20,000	9,868	19,736	20,000	
4920	Earnings on Investments	159	250	923	250	95	250	300	
	<b>Total Revenues</b>	<b>19,318</b>	<b>20,250</b>	<b>21,902</b>	<b>20,250</b>	<b>9,963</b>	<b>19,986</b>	<b>20,300</b>	
Dept	<b>PARKS - 13</b>								
	<b>EXPENSES:</b>								
6320	Chemicals	225	1,000	825	1,000	45	150	2,500	<i>fertilizers, spraying</i>
6400	Repair/Maintenance - Building	553	1,000	247	1,000	0	1,000	1,000	
6405	Repair/Maintenance - Equip/Mach	1,109	1,000	619	1,000	309	500	2,000	
6431	Repair/Maintenance - Turf/Trees	2,857	2,500	2,313	2,500	510	1,000	6,500	<i>grub, reseeding, aerating</i>
6433	Tree Trimming	650	1,500	0	1,500	0	0	4,000	<i>tree trimming for parks</i>
6434	Park Equipment	21	1,000	118	1,000	0	500	1,000	
6615	Supplies - General	1,503	2,000	1,115	2,000	204	500	1,800	
	<b>Total Expenses</b>	<b>6,918</b>	<b>10,000</b>	<b>5,237</b>	<b>10,000</b>	<b>1,068</b>	<b>3,650</b>	<b>18,800</b>	
	<b>CAPITAL OUTLAY:</b>								
8900	Capital Outlay	0	0	0	0	10,615	10,615	1,500	
	<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,615</b>	<b>10,615</b>	<b>1,500</b>	
	<b>BEGINNING FUND BALANCE</b>	<b>50,402</b>	<b>62,802</b>	<b>73,052</b>	<b>89,717</b>	<b>94,967</b>	<b>87,997</b>	<b>95,438</b>	
	<b>Revenues:</b>								
	General	19,318	20,250	21,902	20,250	9,963	19,986	20,300	
	<b>Total Revenues</b>	<b>19,318</b>	<b>20,250</b>	<b>21,902</b>	<b>20,250</b>	<b>9,963</b>	<b>19,986</b>	<b>20,300</b>	
	<b>Expenses:</b>								
	Parks	6,918	10,000	5,237	10,000	1,068	3,650	18,800	
	Capital Outlay	0	0	0	5,000	10,615	10,615	1,500	
	<b>Total Expenses</b>	<b>6,918</b>	<b>10,000</b>	<b>5,237</b>	<b>15,000</b>	<b>11,683</b>	<b>14,265</b>	<b>20,300</b>	
	<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>12,400</b>	<b>10,250</b>	<b>16,665</b>	<b>5,250</b>	<b>(1,720)</b>	<b>5,721</b>	<b>0</b>	

CONSERVATION TRUST FUND

		2022	2023		2024		2025		
Code	Description	Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE	Proposed Budget	NOTES:
	ENDING FUND BALANCE	62,802	73,052	89,717	94,967	87,997	95,438	95,438	

WATER FUND

		2022	2023		2024		2025		
Obj Code	Description	Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE	Proposed Budget	NOTES:
Dept	General -01								
4546	Water Tap Fee	14,000	35,000	16,500	35,000	0	0	14,000	2 homes \$7000/5/8" tap
4547	Meter Charges	800	2,500		2,500	0	0	2,500	building permits
4680	Utility Water Sales	349,591	350,000	324,056	553,975	318,646	477,970	598,649	Base/User Rate (from rate study)
4681	Hydrant Deposit	2,350	2,500	80	2,500	2,350	2,500	2,500	
4682	Bulk Water Sales	8,088	7,500	3,588	7,500	1,889	2,500	7,500	
4720	Late Fees	13,030	3,500	10,020	3,500	5,400	6,000	3,500	40%Water/40%Sewer/20%Trash
4920	Earnings on Investment	949	500	12,577	500	451	600	600	UBS, money market, cd's
4940	Transfer From General Fund	0	55,000	55,000	0	0	0	0	
	<b>Total Revenues</b>	<b>388,808</b>	<b>456,500</b>	<b>421,821</b>	<b>605,475</b>	<b>328,736</b>	<b>489,570</b>	<b>629,249</b>	
	<b>EXPENSES:</b>								
6040	Workmen's Compensation	5,497	5164	5,284	6885	6,886	6,886	8860	Cirsa 20%
6101	Auditing	3,000	3,300	3,300	3,470	3,470	3,470	3,640	
6102	Bad debt	0	100	0	100	0	0	0	
6105	Bank Charges	8	150	0	150	0	150	150	
6106	Credit Card Charge	2,889	1,000	3,536	0	801	801	0	Gen Fund Only 2024
6120	Publishing	571	500	203	500	176	200	200	Water Qual Report
6125	Web Publishing	738	738	4,428	900	900	900	0	Moved to Comm Exp 2025
6130	Insurance - Property/Casualty/Liability	21,490	23,528	23,528	29,603	30,964	30,964	29,663	Cirsa 37%
6333	Dues/Subscriptions	660	300	0	300	0	0	150	
6370	Caselle	3,544	4,000	3,588	4,000	2,906	2,906	0	moved to gen fund 2024
6372	IT Services	5,565	5,500	8,079	4,750	4,750	4,750	4,750	Transfer to General Fund
	<b>Total Expenses</b>	<b>45,089</b>	<b>36,592</b>	<b>51,946</b>	<b>50,658</b>	<b>50,853</b>	<b>51,027</b>	<b>47,413</b>	
	<b>Administrative - 02</b>								
6002	Salaries	75,322	67,871	80,399	72,286	41,980	59,060	83,969	See Salary Worksheet
6010	Payroll Taxes	5,378	4,556	5,847	6,234	3,052	4,336	7,557	
6020	Health Insurance	6,194	14,956	4,563	4,770	2,250	3,022	3,022	
6023	Dental/Vision Insurance	414	900	234	330	78	118	118	
6024	Allstate Coverage	434	612	176	200	200	300	350	
6025	Life Insurance	22	42	104	150	56	68	68	
6026	Short-Term Disability Insurance	210	300	295	300	149	181	181	
6027	Long-Term Disability Insurance	261	330	265	300	131	155	155	
6030	E 457 Retirement Contribution	2,091	2,046	2,347	2,230	1,208	1,456	2,519	
6060	Cont. Education, Seminars, Training	0	500	0	500	0	250	250	
6130	Online Code	222	299	546	299	299	299	299	\$1195/yr 1/4 gen/st/water/sewer
6333	Dues/ Subscriptions	1,320	1,300	1,000	1,300	1,427	1,427	1,500	CML \$1185/\$395 WF

WATER FUND

Obj Code	Description	2022	2023		2024		2025	NOTES:	
		Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE		Proposed Budget
6368	Postage	833	900	810	900	283	350	400	
6370	Xpress Bill Pay	687	750	574	0	0	0	0	<i>moved to gen fund 2024</i>
6400	Repair/Maintenance - Building	0	1,000	0	1,000	0	250	500	
6420	TH Cleaning Services	2,600	2,400	2,717	2,400	2,472	3,708	3,800	<i>\$250/wk cost share gen/water/sewer</i>
6425	Hydrant Deposit Refund	0	1,500	0	1,500	0	0	1,500	
6620	Supplies - Office	1,476	1,200	1,013	1,200	865	1,000	1,200	
6710	Travel and Meetings	263	300	34	300	0	100	150	
	<b>Total Expenses</b>	<b>97,727</b>	<b>101,762</b>	<b>100,924</b>	<b>96,199</b>	<b>54,450</b>	<b>76,080</b>	<b>107,538</b>	
<b>Dept</b>	<b>Operations -03</b>								
6002	Salaries	16,224	24,746	26,598	52,086	32,777	52,333	52,035	<i>See Salary Worksheet</i>
6010	Payroll Taxes	1,280	1,662	1,900	1,765	2,357	4,469	4,683	
6020	Health Insurance	2,415	8,289	3,692	3,661	3,637	5,029	5,029	
6023	Dental/Vision Insurance	667	700	97	700	92	108	108	
6024	Allstate Coverage	0	0	63	100	54	66	75	
6025	Life Insurance	8	25	43	40	41	53	53	
6026	Short-Term Disability Insurance	78	189	95	100	86	130	130	
6027	Long-Term Disability Insurance	76	243	68	100	61	91	91	
6030	E 457 Retirement Contribution	378	1,000	793	1,563	965	1,637	1,561	
6060	Cont. Education, Seminars, Training	585	600	0	600	0	0	600	<i>seminars, education, training</i>
6323	Clothing & Uniforms	201	500	175	500	675	1,000	750	<i>\$500/annum paid bi-annually</i>
6333	Dues & Subscriptions	0	50	1,308	600	425	425	600	
6343	Gas, Oil, Diesel Fuel, Etc.	2,229	1,500	3,643	1,500	1,822	2,000	2,000	
6368	Postage	0	100	0	100	0	50	100	
6370	Professional Services	1,311	1,600	623	1,600	526	790	1,200	<i>Water Meter Reader Support /Eng Svcs</i>
6400	Repair/Maintenance - Building	134	500	21	500	260	500	500	
6405	Repair/Maintenance - Equip/Mach	330	4,000	933	4,000	139	1,000	4,000	
6410	Repair/Maintenance - Hydrant	2,840	1,500	0	1,500	585	1,081	3,000	
6415	Repair/Maintenance - Office Equip	0	500	38	500	0	0	0	
6433	Repair/Maintenance - Valve Box	234	0	93	0	731	731	1,000	
6435	Repair/Maintenance - Vehicles	4,376	4,000	1,456	4,000	248	2,000	4,000	<i>1/3 water, sewer, streets</i>
6440	Repair/Maintenance - Water Lines	929	15,000	6,698	15,000	1,404	2,500	12,000	
6441	Repair/Maintenance - Water Tower	27,713	5,000	208	5,000	6,047	6,047	5,000	<i>Water Tower Maintenance</i>
6615	Supplies - General	1,570	1,000	1,092	1,000	448	1,000	1,000	
6700	Telephone Expense	2,106	1,800	1,773	1,800	1,248	1,872	1,800	<i>Nextiva/Verizon</i>
6710	Travel and Meetings	52	150	71	150	288	288	150	
6720	Utility Expense	7,564	6,000	8,083	6,000	5,036	7,552	7,700	<i>27% gas, electricity, townhall, storage</i>

WATER FUND

Obj Code	Description	2022	2023		2024		2025	NOTES:	
		Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE		Proposed Budget
6800	Water (Potable) - Testing	3,841	3,500	3,762	3,500	1,877	2,817	3,500	
6805	Water Assessments	25,332	24,000	26,961	24,000	1,666	28,666	30,000	
6810	Water Usage	250,218	190,000	233,024	228,000	200,267	300,399	300,000	20% increase from Central Weld
6815	Asset Management	1,202	1,167	1,262	1,167	0	0	0	Cartograph canceled
	<b>Total Expenses</b>	<b>353,893</b>	<b>299,321</b>	<b>324,573</b>	<b>361,132</b>	<b>263,762</b>	<b>424,634</b>	<b>442,665</b>	
	<b>Capital Outlay</b>								
8030	Cap Outlay - Raw Water Shares					165,200	165,200	0	
8060	Transfer to Capital	0	0	0	112,500	0	112,500	112,500	Water Tower Maintenance 2025 ???
8080	Cap. Outlay- Water meters	32,269	5,000	0	0	0	0	0	Water meter purchases
8083	Water service inventory parts	2,840	5,000	0	0	0	0	0	valves, curb stops, etc
8085	Cap. Outlay-Water Taps Purchase	5,500	0	11,000	0	0	0	11,000	
	<b>Total Capital Outlay</b>	<b>40,609</b>	<b>10,000</b>	<b>11,000</b>	<b>112,500</b>	<b>165,200</b>	<b>112,500</b>	<b>123,500</b>	
	<b>Revenues:</b>								
	General	388,808	456,500	421,821	605,475	328,736	489,570	629,249	
	<b>Total Revenues</b>	<b>388,808</b>	<b>456,500</b>	<b>421,821</b>	<b>605,475</b>	<b>328,736</b>	<b>489,570</b>	<b>629,249</b>	
	<b>Expenses:</b>								
	General	32,493	36,592	51,946	50,658	50,853	51,027	47,413	
	Administrative	97,727	101,762	100,924	96,199	54,450	76,080	107,538	
	Operations	353,893	299,321	324,573	361,132	263,762	424,634	442,665	
	Capital Outlay	40,609	10,000	11,000	112,500	165,200	112,500	123,500	
	<b>Total Expenses</b>	<b>524,722</b>	<b>447,675</b>	<b>488,443</b>	<b>620,489</b>	<b>534,265</b>	<b>664,241</b>	<b>721,116</b>	
	<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>(135,914)</b>	<b>8,825</b>	<b>(66,622)</b>	<b>(15,014)</b>	<b>(205,529)</b>	<b>(174,671)</b>	<b>(91,867)</b>	
	<b>Available Working &amp; Restricted Assets</b>	<b>3,507,633</b>	<b>3,516,458</b>	<b>3,449,836</b>	<b>3,434,822</b>	<b>3,229,293</b>	<b>3,054,622</b>	<b>2,962,755</b>	

SEWER FUND

		2022	2023		2024			2025	
Obj Code	Description	Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE	Proposed Budget	NOTES:
Dept	General -01								
	<b>REVENUES:</b>								
4550	Sewer Tap Fees	8,000	20,000	10,000	20,000	0	0	8,000	2 New homes x \$4000/ea
4690	Sewer Service	417,189	395,000	395,781	493,412	245,336	368,004	508,604	Base/User Fee (from rate study)
4720	Late Fee	0	2,500	0	2,500	354	1,000	2,500	40%Water/40%Sewer/20%Trash
4920	Earnings on Deposits & Investments	621	3,000	18,426	3,000	640	960	1,500	UBS, money market, cd's
	<b>Total Revenues</b>	<b>425,810</b>	<b>420,500</b>	<b>424,207</b>	<b>518,912</b>	<b>246,330</b>	<b>369,964</b>	<b>520,604</b>	
	<b>EXPENSES:</b>								
6040	Workmen's Compensation	3,136	2,840	2,960	3,787	3,443	3,443	4,873	Cirsa 11%
6101	Auditing	3,750	4,125	4,125	4,338	4,338	4,338	4,550	
6105	Bank Charges	8	150	9	150	0	150	150	
6106	Credit Card Charges	2,901	1,500	3,674	0	802	802	0	Gen Fund Only 2024
6120	Publishing	331	200	203	200	176	200	200	
6125	Web Publishing	738	696	4,428	900	900	900	-	Moved to Comm Exp 2025
6130	Insurance - Property/Casualty/Liability	22,071	24,164	24,164	30,403	31,801	31,801	30,464	Cirsa 38%
6333	Dues/Subscriptions	660	0	0	0	0	0	0	
6370	Caselle	3,569	3700	3,621	3700	2,907	2,907	0	Caselle in gen fund 2025
6372	IT Services	5,565	7,000	7,801	4,750	0	4,750	4,750	tx to gen fund
	<b>Total Expenses</b>	<b>42,729</b>	<b>44,375</b>	<b>50,985</b>	<b>48,228</b>	<b>44,367</b>	<b>49,291</b>	<b>44,987</b>	
Dept	Administrative - 02								
	<b>EXPENSES:</b>								
6002	Salaries	71,757	57,652	70,255	61,034	37,646	52,710	71,875	See Salary Worksheet
6010	Payroll Taxes	5,106	3,870	5,072	5,106	2,721	3,849	6,469	
6020	Health Insurance	6,194	11,483	4,563	4,770	2,250	3,022	3,022	
6023	Dental/Vision Insurance	414	450	234	414	414	520	520	
6024	Allstate Coverage	356	600	176	200	0	0	0	
6025	Life Insurance	22	32	80	83	46	66	66	
6026	Short-Term Disability Insurance	210	229	238	250	125	175	175	
6027	Long-Term Disability Insurance	261	321	228	250	116	160	160	
6030	E 457 Retirement Contribution	1,989	1,624	2,042	2,131	1,078	1,470	2,156	Retirement
6130	Online Code	222	299	546	299	299	299	299	\$1195/yr 1/4 gen/st/water/sewer
6333	Dues & Subscriptions	20	100	288	500	377	500	500	CML \$1185/\$395 SF
6368	Postage	833	600	810	600	25	150	150	
6370	Xpress Bill Pay	2,184	325	515	0	233	233	0	moved to gen fund 2024
6400	Repair/Maintenance- Building	0	1,000	327	1,000	90	150	500	
6420	TH Cleaning Servies	2,600	2,400	2,714	2,400	2,472	3,708	3,800	\$250/wk share cost 1/4gen/st/wa/se

SEWER FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE	Proposed Budget	
6620	Supplies - Office	1,476	1,000	1,045	1,000	892	1,000	1,000	
6710	Travel and Meetings	263	250	0	250	0	0	150	
	<b>Total Expenses</b>	<b>93,907</b>	<b>82,235</b>	<b>89,133</b>	<b>80,287</b>	<b>48,784</b>	<b>68,012</b>	<b>90,842</b>	
<b>Dept</b>	<b>Operations -03</b>								
6002	Salaries	16,279	24,746	26,595	61,899	32,777	52,333	56,937	See Salary Worksheet
6010	Payroll Taxes	1,281	1,662	1,900	2,156	2,338	4,374	5,565	
6020	Health Insurance	2,417	8,422	3,692	3,661	3,638	5,030	5,030	
6023	Dental/Vision Insurance	22	200	97	150	92	110	110	
6024	Allstate Coverage	0	0	63	100	54	70	80	
6025	Life Insurance	8	24	43	50	39	55	55	
6026	Short-Term Disability Insurance	78	188	95	130	86	114	114	
6027	Long-Term Disability Insurance	76	230	67	130	61	81	81	
6030	E 457 Retirement Contribution	378	842	792	1,857	965	1,409	1,855	Retirement
6060	Cont. Education, Seminars, Training	0	1,000	0	1,000	0	500	1,000	Small systems, CDL
6323	Clothing & Uniforms	425	500	175	500	425	500	500	\$500/annum paid bi-annually
6343	Gas, Oil, Diesel Fuel, Etc.	2,676	2,000	3,759	2,000	1,822	2,000	2,500	
6368	Postage	0	100	0	100	0	100	100	
6370	Professional Services	14,806	9,600	20,975	9,600	14,597	21,897	9,600	RH Water-1 day per week
6400	Repair/Maintenance - Building	4,989	1,000	5,729	1,000	5,640	6,000	1,000	
6405	Repair/Maintenance - Equip/Mach	1,471	2,000	3,126	2,000	370	1,000	5,000	
6420	Repair/Maintenance - Sewer Lines	5,955	5,000	3,474	5,000	212	5,000	5,000	Jet Vac Sewer Lines
6425	Repair/Maintenance - Sewer Plant	4,723	30,000	2,829	5,000	6,738	7,000	7,500	
6435	Repair/Maintenance - Vehicles	929	2,500	978	2,500	308	2,500	2,500	
6500	Sewer Discharge Permit	2,825	3,000	2,935	3,000	3,115	3,115	3,500	
6510	Sewer Testing	5,512	8,500	7,327	8,500	3,506	5,258	7,000	
6515	Sludge Removal	14,300	30,000	19,435	30,000	14,339	25,000	25,000	
6615	Supplies - General	1,029	5,500	2,934	5,500	1,251	5,500	5,500	Colorimeter, A2 card spares
6621	Chemicals - Treatment	27,645	30,000	50,730	30,000	29,341	35,000	40,500	Carbon additive may be required
6700	Telephone Expense	4,510	4,500	2,702	4,500	1,662	2,494	4,000	Century Link/Verizon
6710	Travel and Meetings	37	100	71	100	288	350	100	
6720	Utility Expense	54,041	40,000	61,292	40,000	32,379	48,570	65,000	Atmos/Xcel/Solaris
6730	Asset Management	1,202	1,168	1,262	1,168	0	0	0	Cartegraph canceled
	<b>Total Expenses</b>	<b>167,614</b>	<b>212,782</b>	<b>223,077</b>	<b>221,601</b>	<b>156,043</b>	<b>235,360</b>	<b>255,127</b>	
	<b>Capital Outlay</b>								
8010	WWTP spare parts	0	25,000	43,552	25,000	0	2,500	0	see PW needs worksheet
8020	Plant Technology Upgrades	25,542	0	2,837	0	0	0	0	SCADA system upgrade 2022



SEWER FUND

Obj Code	Description	2022	2023		2024			2025	NOTES:
		Actual	Budget	Actual	Budget	YTD - 8-31-24	YEE	Proposed Budget	
8070	Transfer to Capital			0	76,667	0	76,667	76,667	Sewer main replacement 2027
8060	Capital Outlay-Vehicles/Equipment	0	0	0	0	0	0	0	
	<b>Total Capital Outlay</b>	<b>25,542</b>	<b>25,000</b>	<b>46,389</b>	<b>101,667</b>	<b>0</b>	<b>79,167</b>	<b>76,667</b>	
	<b>Revenues:</b>								
	General	408,258	420,500	424,207	518,912	246,330	369,964	520,604	
	<b>Total Revenues</b>	<b>408,258</b>	<b>420,500</b>	<b>424,207</b>	<b>518,912</b>	<b>246,330</b>	<b>369,964</b>	<b>520,604</b>	
	<b>Expenses:</b>								
	General	42,729	44,375	50,985	48,228	44,367	49,291	44,987	
	Administrative	93,907	82,235	89,133	80,287	48,784	68,012	90,842	
	Operations	167,614	212,782	204,834	221,601	156,043	235,360	255,127	
	Capital Outlay	25,542	25,000	46,389	101,667	-	79,167	76,667	
	<b>Total Expenses</b>	<b>329,792</b>	<b>364,392</b>	<b>391,341</b>	<b>451,783</b>	<b>249,194</b>	<b>431,830</b>	<b>467,623</b>	
	<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>78,466</b>	<b>56,108</b>	<b>32,866</b>	<b>67,129</b>	<b>(2,864)</b>	<b>(61,866)</b>	<b>52,981</b>	
	<b>Available Working &amp; Restricted Assets</b>	<b>1,234,431</b>	<b>1,290,539</b>	<b>1,267,297</b>	<b>1,334,426</b>	<b>1,264,433</b>	<b>1,205,431</b>	<b>1,258,412</b>	









## MEMORANDUM

**Date:** 10/08/2024  
**To:** Mayor and Town Board  
**Via:** Stacy Brown, Town Manager  
**From:** Tyler Hishinuma, Community Service Officer  
**Re:** Municipal Code  
**Item #:** TB Item 3

### Background

Community Service Officer Tyler Hishinuma has been actively engaging with the residents to better understand their concerns, as well as gain feedback on how the current Municipal code reads. This work has highlighted several areas within municipal code that require updates. These updates will better allow Officer Hishinuma to serve the community and enforce the violations.

While staff has also been working on Land Use Code, we believe that this is an ideal opportunity to better align all codes. This alignment will better streamline enforcement, eliminate inconsistencies, and provide clearer guidelines for residents and businesses.

### Financial Impact

Cost of Codification

### Recommendation

Approval of the proposed changes to Municipal code

### Attachments

Chapter 7 (Weeds/ Refuge/ Trees, Animals)  
Chapter 8 (Vehicles and Traffic)  
New fine assessment

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### Recommended Motion:

I move to **approve** OR **deny** Ordinance 2024-xxxx, An Ordinance approving the modification to sections 7 & 8 of the Municipal code and adding and updated fine schedule.



**ORDINANCE NO. 2024-0004**

**AN ORDINANCE AMENDING CHAPTER 7, ARTICLE IV (WEEDS, REFUSE, AND TREES), CHAPTER 7, ARTICLE V (ANIMALS), CHAPTER 7, ARTICLE VI (DOGS), AND CHAPTER 8 (VEHICLES AND TRAFFIC) AND ADOPTING A NEW FINE ASSESSMENT SCHEDULE OF THE KERSEY MUNICIPAL CODE**

**WHEREAS**, the Town of Kersey (the "Town") has identified the need to update the Kersey Municipal Code (the "Code") to address various issues regarding weeds, trees, animals, and traffic; and

**WHEREAS**, the Town has determined that certain revisions to the Code are necessary to maintain public health, safety, and welfare; and

**WHEREAS**, the Town Board of Trustees finds it necessary to amend and update provisions relating to these topics for clarification and enforcement purposes.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF KERSEY, COLORADO**, that the Kersey Municipal Code is hereby amended as fully set forth in Exhibits A, B, C, and D hereto, incorporated herein, and the respective portions of the Kersey Municipal Code as are so amended shall replace, modify, delete, add, and/or reserve provisions as described in said Exhibits.

**Exhibit A: Amendments To Chapter 7, Article IV (Weeds, Refuse, And Trees)**

**Exhibit B: Amendments To Chapter 7, Article V & VI (Animals, Dogs respectively)**

**Exhibit C: Amendments To Chapter 8 (Vehicles And Traffic)**

**Exhibit D: New Fine Assessment Schedule**

**Effective Date.** Once adopted, this ordinance shall take effect thirty (30) days after its publication by title only. The full text of this ordinance shall be available for public inspection in the office of the Town Clerk.

PASSED, APPROVED AND ADOPTED, and ordered published by title only, the 8th day of October, 2024.

TOWN OF KERSEY

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**ARTICLE IV. WEEDS, REFUSE AND TREES**

**Sec. 7-68. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Weed* means bindweed, dandelion, leafy spurge, Canada thistle, Russian knapweed, perennial sow thistle, puncture vine, poverty weed, knapweed, Russian thistle, fireweed, hairy stickweed, sandbur, common ragweed, cockleburs, common sunflower, marijuana and all weeds, grass, brush or other rank or noxious vegetation 12 inches or more in height found growing on any lot or tract of land within the town. Weeds are unlawful, a public nuisance and shall be removed.

(Code 1994, § 7-51; Ord. No. 142, § II, 1979; Ord. No. 2005-008, § 2)

**Sec. 7-69. Weeds.**

- (a) It is unlawful for any person owning or having possession of any land, including any land abutting a public right-of-way, street, alley or sidewalk, to permit any weeds, grasses or unsightly vegetation to grow in height exceeding 12 inches or to otherwise become a nuisance. For purposes of this section, the term "public right-of-way" means and includes the non-traveled portion of any street or alley.
- (b) Failure to cut or otherwise remove weeds as described above shall be unlawful.

(Code 1994, § 7-52; Ord. No. 142, § III, 1979; Ord. No. 2005-008, § 2)

**Sec. 7-70. Removal.**

When any owner, tenant or agent fails to eliminate or manage weeds per section 7-69 within seven calendar days after personal service, mailing or posting of notice, the administrative authority may have the weeds controlled or removed by a private individual or firm, and charge the cost thereof to such owner, tenant or agent. In the event that the town must eradicate weeds upon any property located within its jurisdiction, the town may assess the whole cost of the eradication. The municipal court may order the restitution of the eradication to be paid for by the owner, tenant or agent. If, within ten days after such order, the costs of cutting and removal have not been paid, such costs shall become a lien upon the property and the proper town official may certify such costs to the proper county authority for collection as taxes in the manner set forth in section 7-26. In addition, a lien may be recorded in the county clerk and recorder's office, which lien shall not expire until paid and shall be superior to any other lien except the lien for general taxes and prior special assessments.

(Code 1994, § 7-53; Ord. No. 142, § IV, 1979; Ord. No. 2005-008, § 2)



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### **Sec. 7-71. Sight obstruction.**

Every owner or occupant of any property within the town shall cut, trim or prune any weed, shrub, brush, tree or other vegetation which obstructs or interferes with a clear view of traffic signs or traffic on perpendicular streets or operation and maintenance of utility facilities or otherwise interferes with a sight distance triangle.

(Code 1994, § 7-54; Ord. No. 142, § V, 1979; Ord. No. 2005-008, § 2)

### **Sec. 7-72. Removal of dead or dangerous trees.**

It shall be the duty of the owner, occupant or agent of any property to remove any dead trees or dead overhanging boughs or limbs which are dangerous to life or property located on the premises of such owner, occupant or agent.

(Code 1994, § 7-55; Ord. No. 142, § VI, 1979; Ord. No. 2005-008, § 2)

### **Sec. 7-73. Removal or treatment of infected or infested trees.**

Upon discovery of any destructive or communicable disease or other pestilence which endangers the growth, health, life or well-being of other trees or plants or which is capable of causing an epidemic spread of communicable disease or insect infestation, the town shall require such property owner, occupant or agent to eradicate, remove or otherwise control such condition within a reasonable time, to be specified in a notice to the owner, occupant or agent. In addition to other notice provided herein, a notice shall be posted upon the dead, diseased, infected or infested tree.

(Code 1994, § 7-56; Ord. No. 142, § VII, 1979; Ord. No. 2005-008, § 2)

### **Sec. 7-74. Owner's ultimate responsibility.**

Every owner remains liable for violations of responsibilities imposed upon an owner by this article, even though an obligation is also imposed on the occupant of the premises and even though the owner has by agreement imposed on the occupant the duty of maintaining the premises or furnishing required refuse containers and collection.

(Code 1994, § 7-57; Ord. No. 142, § VIII, 1979; Ord. No. 2005-008, § 2)

### **Sec. 7-75. Yard waste composting regulations; nuisance.**

- (a) Composting of yard wastes shall be permitted subject to the following specifications. The compost holding unit:
- (1) Shall not exceed five-foot cubes (125 cubic feet) in volume;
  - (2) Shall be in a container constructed of wood, wire, metal or plastic, excluding plastic bags, or in a pit not more than two feet deep or five feet in diameter;
  - (3) May be a stationary or rotating unit;
  - (4) Shall be located in the backyard, and shall be screened or fenced so that it is not readily visible;
  - (5) Shall be maintained to minimize odors; and
  - (6) Shall not be allowed to attract rodents or to become a health or safety hazard.

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- (b) The creation or maintenance of yard waste composts in violation of the above specifications is hereby declared to be a public nuisance, and may be abated according to the procedures established in this Code for the abatement of nuisances.

(Code 1994, § 7-58; Ord. No. 142, § X, 1979; Ord. No. 2005-008, § 2)

### **Sec. 7-76. Prohibited trees.**

(a) No owner, occupant, or Managing agent shall allow any of the following trees to be planted, propagated or to grow in a wild and uncontrolled state upon any property: cotton-bearing cottonwood, cotton-bearing poplar, Siberian elm, Chinese elm, Russian elm or Russian olive

(b) It shall be the duty of the owner, occupant or Managing agent of any property to remove any prohibited trees located on the premises of such owner, occupant or Managing agent.

(Code 1994, § 7-59; Ord. No. 2005-008, § 2)

### **Sec. 7-77. Administrative authority, trees.**

The administrative authority is authorized and directed to inspect and supervise the premises within the town and, if it is found that any dead or dangerous tree or any infected or infested tree exists on any property in violation of this article, the administrative authority shall, in addition to any other action permitted under this Code, remove or cause to be removed the dead or dangerous tree or infected and infested tree found upon such premises or in the adjoining streets or alleys, and assess and collect a reasonable charge from the owner/occupant in accordance with the notice, removal and assessment provisions of sections 7-26 and 7-27.

(Code 1994, § 7-60; Ord. No. 2005-008, § 2)

### **Sec. 7-78. Removal of traffic hazards.**

(a) The town engineer or other town authority may by written notice sent by certified mail require the owner of real property abutting on the right-of-way of any highway, alley, sidewalk or other public way to trim or remove, at the expense of said property owner, any tree limb or any shrub, vine, hedge or other plant which projects beyond the property line of such owner onto or over the public right-of-way and thereby obstructs the view of traffic, obscures any traffic control device or otherwise constitutes a hazard to drivers or pedestrians, or impedes traffic. Trees shall maintain an umbrella height of 14 foot above the roadway and or 8 foot above sidewalk.

(b) It is the duty of the property owner to remove any dead, overhanging boughs of trees located on the premises of such property owner that endanger life or property on the public right-of-way.

(c) In the event that any property owner fails or neglects to trim or remove any such tree limb or any such shrub, vine, hedge or other plant within ten days after receipt of notice from the town to do so, the town may do or cause to be done the necessary work incident thereto, and said property owner shall reimburse the town for the cost of the work performed.

(Ord. No. 2016-008, 12-13-2016)

### **Secs. 7-79—7-99. Reserved.**

## **ARTICLE V. ANIMALS**

### **Sec. 7-100. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal* means any vertebrate creature that has been bred or raised to live with or near humans and is dependent on humans for food, water and shelter. The term "animal" includes pets and livestock. The term "animal" does not include feline, fish, fowl, service animals, wild animals and wild birds, all of which are separately defined herein.

*Dog* means any domesticated animal related to the fox, wolf, coyote or jackal. *Domestic animal* means any dog, feline, livestock or any other animal kept as a household pet.

*Service animal* means any dog or other common domestic animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing minimal protection or rescue work, pulling a wheelchair, fetching items, assisting an individual during a seizure, retrieving medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and assisting individuals, including those with cognitive disabilities, with navigation. The term service animal includes individually trained animals that do work or perform tasks for the benefit of individuals with disabilities, including psychiatric, cognitive, and mental disabilities. The term service animal does not include wild animals (including nonhuman primates born in captivity), reptiles, rabbits, farm animals (including any breed of horse, miniature horse, pony, pig, or goat), ferrets, amphibians, and rodents. Animals whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote emotional well-being are not service animals."

*Fish* means any of numerous cold-blooded strictly aquatic craniate vertebrates that include the bony fishes and usually the cartilaginous and jawless fishes and that have typically an elongated somewhat spindle-shaped body terminating in a broad caudal (see caudal sense 2) fin, limbs in the form of fins when present at all, and a 2-chambered heart by which blood is sent through thoracic gills to be oxygenated

*Feline* means any animal belonging or pertaining to the cat family, Felidae.

*Wild* animals are animals that:

- Have not been domesticated or tamed.
- Usually live in a natural environment.
- Include both game and nongame species

*Animal shelter* means a premises operated by the city or another entity, including the NOCO Humane Society, for the purpose of housing and caring for animals held under the authority of the laws, regulations or ordinances of the town. An animal shelter may also be an impound agency.

*Animal shelter or impoundment facility* means a facility in which to impound animals held by the town, or a humane society, pursuant to agreement or contract, acting for the town.

*Fowl* includes, but is not limited to, chickens, ducks, geese, turkeys, pigeons, and other fowl.

*Livestock* means cattle, bison, mules, burros, llamas, ostriches, elk, horses, swine, sheep, goats, poultry, yaks, camels and rabbits.

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*Livestock confinement operation (L.C.O.)* means a place of confinement for livestock, corralled, penned or otherwise caused to remain in pens or corrals, where feeding is other than grazing, or where the capacity at any one time is greater than permitted in the bulk requirements for the zoning district in which it is located. For example, an L.C.O. may include dairies, feedlots and poultry and swine production facilities.

(Code 1994, § 7-71; Ord. No. 111, § 2, 1974; Ord. No. 2017-0009, § 1, 6-27-2017)

### **Sec. 7-101. Permit required.**

- (a) No person shall keep or maintain any animals, rabbits or fowl within the corporate limits of the town unless such person has a valid permit to do so, and no animals, rabbits or fowl shall be allowed to run or fly at will.
- (b) Application for a permit to keep animals, rabbits or fowl shall be made in writing on forms to be supplied by the town clerk. A permit shall continue until the end of the calendar year unless revoked as herein provided, and the permit shall not be transferable upon change in ownership of any animal, rabbit or fowl.

(Code 1994, § 7-72; Ord. No. 111, § 3, 1974)

### **Sec. 7-102. Exclusions.**

- (a) The area requirements or proximity of enclosures to residences, places of business and streets in this article shall not be applicable to the display of fowl or animals by entrants in any show or fair authorized by the town, nor the temporary maintenance by a licensed veterinarian of animals, rabbits or fowl during the time necessary for treatment.
- (b) This article shall not be applicable to any person engaged in operating a packing house or slaughterhouse governed by the state department of public health and environment regulations, and keeping animals or fowl for a temporary period of time, not to exceed 72 hours, in connection with the operation of such business.

(Code 1994, § 7-73; Ord. No. 111, § 5, 1974)

### **Sec. 7-103. Hardship permit.**

Notwithstanding the provisions heretofore set forth, any person who considers such provisions unreasonable in his instance may apply to the board of trustees for a hardship permit. In determining whether such permit shall be authorized, the board of trustees shall be guided by the conditions herein set forth: the size of the premises, the population density of the area and the health, peace and welfare of neighbors of the applicant. The fee for a hardship permit, methods of revocation and hearing shall be the same as in the case of other permits.

(Code 1994, § 7-74; Ord. No. 111, § 6, 1974)

### **Sec. 7-104. Revocation or denial of permits.**

- (a) Upon the receipt of a complaint signed by any resident of the town or upon an independent inspection conducted by the chief of police, the chief of police may recommend the revocation of any permit upon satisfactory evidence that the permittee is violating, or has violated, any of the conditions set forth in this article. Upon such recommendation being filed with the town clerk, the town clerk shall cause written notice thereof to be mailed to the permittee notifying such permittee that hearings on such recommendation will be held at a board of trustees meeting in not less than ten days from the date of the mailing of such notice, specifying the time and the place of said hearing. If, upon such hearing, the board of trustees finds that the

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permittee has violated the conditions set forth in this article pertaining to the granting of such a permit, the board of trustees may forthwith revoke said permit and the permittee shall be allowed 48 hours within which to rid the premises of such animals, rabbits or fowl and ten days additional time to remove any offensive or prohibited material in accordance with the requirements of section 7-106.

- (b) Upon the denial of a permit under the provisions of this article, the town clerk shall cause written notice of such denial to be mailed to the applicant, notifying said applicant of the denial. An applicant desiring to appeal such denial shall, within ten days of receipt of the notice of such denial, notify the town clerk in writing, requesting a hearing before the board of trustees. Upon receipt of such request for hearing, the town clerk shall give notice of hearing to the applicant in the manner provided in subsection (a) of this section for hearings upon revocation. At any such hearing held after denial of a permit, the board of trustees shall, following such hearing, either direct that such permit be issued or affirm the denial of the permit.

(Code 1994, § 7-75; Ord. No. 111, § 7, 1974; Ord. No. 195, § 1, 1993)

### **Sec. 7-105. Swine and roosters.**

Notwithstanding the provisions heretofore set forth, no swine or male fowl capable of crowing shall be kept by any person within the boundaries of the town, and no permit shall be issued therefor.

(Code 1994, § 7-76; Ord. No. 111, § 8, 1974)

### **Sec. 7-106. Sanitary regulations.**

The premises upon which any animals, rabbits or fowl are kept shall be maintained in a sanitary condition and shall comply with all sanitary regulations. Said premises shall at all reasonable hours be subject to inspection by representatives of the chief of police. It shall be unlawful for any person to refuse to permit such inspection upon identification being furnished that the inspector is a member of the police department.

(Code 1994, § 7-77; Ord. No. 111, § 10, 1974; Ord. No. 195, § 1, 1993)

### **Sec. 7-107. Penalties.**

Violation of any of the requirements of this article, or failure to continue to comply with any conditions herein set forth, shall constitute a misdemeanor and upon conviction thereof shall be punished as set forth in section 1-95.

(Code 1994, § 7-78; Ord. No. 111, § 11, 1974)

### **Secs. 7-108—7-127. Reserved.**

## ***ARTICLE VI. DOGS AND FELINES***

### **Sec. 7-128. License, application, fee and vaccination.**

- (a) No person shall own, keep or harbor any dog or feline, which has attained the age of five months, within the limits of the town without first having obtained a license. Application for the license shall be made to the Community Service Officer.

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- (b) Each applicant for a license shall be required to pay a fee as set forth in the town's adopted fee schedule for each neutered or spayed dog or feline and a fee as set forth in the town's adopted fee schedule for each unneutered or unspayed dog or feline, or such other amount as may be set in a municipal fee schedule, prior to the issuance of the license. In the event that an applicant is charged in the municipal court with a violation of this section, the application fee for a license for that year shall be as set forth in the town's adopted fee schedule for each neutered or spayed dog or feline and a fee as set forth in the town's adopted fee schedule for each unneutered or unspayed dog or feline. Any person who wishes to use the reduced fee for neutered or spayed animals shall present to the town clerk a signed statement from a licensed doctor of veterinary medicine stating that such animal has been neutered or spayed.
  - (c) The Community Service Officer shall not issue any license to any applicant until such applicant shall produce and display to the town clerk a certificate from a licensed doctor of veterinary medicine showing that such dog or feline has been vaccinated for rabies and that such vaccination is current and or can become current. If vaccination expires during registration time, the owner will need to provide a current rabies vaccination when obtained.
  - (d) Dog or feline licenses may be purchased at any time of the year and shall expire one or two years after the issuance of the license according to the terms of the license. Any dog brought into the town shall be licensed within 30 days after it is brought into the town, and any keeper, harbinger or owner of any dog or feline who becomes a resident of the town shall cause the dog or feline to be licensed within 30 days after becoming a resident. Any dog or feline which is brought into the town on a temporary basis shall not need to be licensed if the temporary stay is less than 30 days. Any dog or feline brought into the town on a temporary basis of greater than 30 days shall be licensed according to this article. Tag should be kept on animal at all times
  - (e) Whenever a Community Service Officer and/or Peace Officer has personal knowledge of any violation of this Article, he or she may issue a citation to the violator, stating the nature of the violation with sufficient particularity to give notice of the said charge to the violator.

(Code 1994, § 7-91; Ord. No. 188, § 2, 1990; Ord. No. 195, § 1, 1993)

### **Sec. 7-129. Registration and replacement tag fee.**

- (a) Upon proper application and payment of fees as provided in this article, the Community Service Officer will issue all licenses required by this article, shall keep a suitable book or computer application for the registration of dogs or feline, shall register therein all dogs or feline whose owners, keepers or harborers have paid the fee herein provided, and shall keep a record of the date of registration, name, sex, breed and color of each dog or feline so registered.
- (b) The Community Service Officer shall furnish to the person causing such dog or feline to be registered a suitable metal tag bearing a number corresponding to that of the license issued for such dog or feline and the year for which the tag is issued. Each dog or feline so licensed shall be provided by its owner, keeper or harbinger with a collar of suitable material with the license tag fastened thereto on such dog or feline at all times while the dog or feline is outside the owner's residence. Any owner who is requested to do so by an authorized town official shall promptly present the tag to such official as proof of the dog or feline's proper registration.
- (c) No person shall use or permit the use of a license tag for any animal other than the animal for which the tag was duly issued.
- (d) A duplicate metal license tag may be obtained from the Community Service Officer upon payment of the fee as set forth in the town's adopted fee schedule if such tag is lost or destroyed.

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(Code 1994, § 7-92; Ord. No. 188, § 3, 1990)

**Sec. 7-130. Dogs running at large.**

- (a) No owner, keeper or harbinger or any other person who has assumed responsibility for a dog shall permit such dog to run at large within the town. The dog shall be presumed to be running at large when it is neither on the premises of the owner, keeper or harbinger or other responsible person, nor on a leash ten feet or less in length, attached to the dog and held by or tied to a person. A dog is presumed to be at large when it is found at any place within the town other than upon the premises of its owner, keeper or harbinger or if it is found in any public area designated by the board of trustees as being off limits to dogs and appropriate signs have been posted giving notice of the fact that dogs are not allowed.
- (b) This section shall not apply to professionally trained dogs utilized to assist physically impaired persons when accompanied by their masters, nor to dogs participating in dog shows, dog exhibits or dog training activities to the extent such exhibits and activities are conducted in compliance with law.

(Code 1994, § 7-93; Ord. No. 188, § 4, 1990; Ord. No. 195, § 1, 1993)

**Sec. 7-131. Dangerous dogs.**

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Bodily injury* means physical pain, illness, or any impairment of physical or mental condition.

*Serious bodily injury* means any injury inflicted on a person, which is caused by a dog bite or other form of aggressive behavior of a dog, including chasing, cornering or circling, whereby, the victim's skin is broken or the victim experiences external or severe internal bleeding or broken bones or requires medical treatment by a licensed medical care provider for an injury.

*Dangerous dog* means any dog that:

- (1) Inflicts bodily or serious bodily injury upon or causes death of a person or domestic animal;
- (2) Demonstrates tendencies that would cause a reasonable person to believe that the dog may inflict bodily or serious bodily injury upon or cause the death of any person or domestic animal; or
- (3) Engages in or is trained for animal fighting as described and prohibited in C.R.S. § 18-9-204.

*Owner* or *owns* means any person, firm, corporation, or organization owning, possessing, harboring, keeping (whether permanently or temporarily), having financial or property interest in, or having control or custody of a domestic animal, including a dangerous dog.

- (b) A person commits the offense of ownership of a dangerous dog if such person owns, possesses, harbors, keeps, has a financial or property interest in, or has custody or control over a dangerous dog. Any person whose dog inflicts bodily injury, severe bodily injury or who destroys any domestic animal commits an offense under this section.
- (c) It shall be an affirmative defense to a violation of this section that:

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- (1) At the time of the attack by the dangerous dog which causes injury to or the death of a domestic animal, the domestic animal was at large, was a stray dog, and entered upon the property of the owner and the attack began, but did not necessarily end, upon such property;
  - (2) At the time of the attack by the dangerous dog which causes injury to or the death of a domestic animal, said animal was biting or otherwise attacking the dangerous dog or its owner;
  - (3) At the time of the attack by the dangerous dog which causes bodily injury or serious bodily injury to a person, the victim of the attack was committing or attempting to commit a criminal offense, other than a petty offense, against the dog's owner, and the attack did not occur on the owner's property;
  - (4) At the time of the attack by the dangerous dog which causes bodily injury or serious bodily injury to a person, the victim of the attack was committing or attempting to commit a criminal offense, other than a petty offense, against a person on the owner's property or the property itself and the attack began, but did not necessarily end, upon such property; or
  - (5) The person who was the victim of the attack by the dangerous dog tormented, provoked, abused, or inflicted injury upon the dog in such an extreme manner which resulted in the attack.

The affirmative defenses set forth in subsections (c)(1) through (5) of this section shall not apply to any dog that has engaged in or been trained for animal fighting as said term is described in C.R.S. § 18-9-204.

- (d) Upon the issuing of a summons and complaint to the owner, the owner's dangerous dog may be taken into custody and placed in a public animal shelter, at the owner's expense, pending final disposition of the charge against the owner. In addition, the court may require that the owner's dangerous dog be placed by the town's designated animal control officer, at the owner's expense, in a location selected by the animal control officer, including a public animal shelter, licensed boarding facility, or veterinarian's clinic, pending final disposition of the alleged violation of this section. The owner shall be liable for the total cost of board and care for a dog placed pursuant to this subsection.
- (e) The provisions of this section shall not apply to the following:
  - (1) To any dog that is used by a peace officer while the officer is engaged in the performance of peace officer duties.
  - (2) To any dog that inflicts bodily or serious bodily injury to any veterinary health care worker, dog groomer, humane agency personnel, professional dog handler, trainer or other professional, each acting in the performance of his respective duties, unless the owner is subject to a court order that the owner disclose in writing to such personnel that the dangerous dog has been the subject of a conviction of a violation of this section and no such disclosure was made.
  - (3) To any dog that inflicts injury upon or causes the death of a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of or under the control of the dog's owner and the injury or death was to a domestic animal naturally associated with the work of such dog.

(Code 1994, § 7-94; Ord. No. 188, § 5, 1990; Ord. No. 9-98, § 1, 1998)

### **Sec. 7-132. Impounding and redemption.**

- (a) Any member of the police department or any authorized person may impound any dog found to be running at large within the town. Any dog so impounded shall not be released by the town or agency having control of the dog until the appropriate impound fee has been paid either to the agency having control of the dog or to the town. The owner or other person having legal right to possession of the dog which has been impounded pursuant to this article may redeem the dog any time while the dog is still at such an impound



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facility by paying a redemption fee, which redemption fee will be determined by the town clerk. The town clerk shall, not less frequently than annually, prepare a schedule setting forth the fees and boarding costs which must be paid prior to redemption. Such schedule shall be available from the town clerk upon reasonable request.

- (b) Any dog which has been impounded and not redeemed shall be handled in a humane manner either by the town or its agent no sooner than five (5) days after the dog has been impounded unless disease, injury or other unforeseen circumstance requires sooner disposition.
- Any owner or custodian of a dog who does not claim or redeem a dog which has been impounded within five (5) days from the time of an impoundment shall forfeit all right, title and interest in said dog.
  - Any dog which has been impounded and which has not been redeemed within five (5) days of such impoundment may be put up for adoption at once in accordance with the normal procedure of the impounding facility.
  - Any dog which has not been redeemed within five (5) days of the time of impoundment may be humanely euthanized under the direction of a veterinarian or by court order, and removed, buried or cremated.
- (c) The chief of police shall cause a summons and complaint to be issued charging a violation of section 7-130 to each person who redeems a dog if that person or a member of his immediate family has redeemed the same dog from the town's impound facility within the preceding 12 months. Nothing in this section shall be construed to limit the authority of any police officer or employee of the town to issue a summons and complaint for any violation of this article, including first time violations.
- (d) The chief of police or other town employee shall make or cause to be made a written record of all impoundments and redemptions of dogs. Any person who has had a second redemption within a 12-month period of time may be charged additional redemption fees in accordance with the schedule prepared by the town clerk as set forth in subsection (a) of this section.

(Code 1994, § 7-95; Ord. No. 188, § 6, 1990)

### **Sec. 7-133. Rabies control.**

- (a) The owner of every dog, cat or other animal which is subject to rabies shall cause such dog, cat or other animal to be inoculated against rabies and shall obtain from a licensed veterinarian a rabies vaccination certificate, which certificate shall contain the following information:
- (1) Name, address and telephone number of the owner of the vaccinated dog, cat or other animal;
  - (2) The date of the vaccination and the date of the expiration of the vaccination and the type of vaccine used;
  - (3) The year and number of the dog license;
  - (4) The type of animal;
  - (5) The breed, age, color and sex of the animal; and
  - (6) The signature of the veterinarian administering the vaccine.
- (b) The owner of any animal that bites any human being shall report the occurrence to the police department and shall deliver the animal to the police department and provide such information as may be requested to the officer receiving the animal.

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- (c) Any animal which is found within the town and which is suspected to be carrying rabies shall immediately be turned over to the police department. The police department shall, at the owner's expense, quarantine the animal for an appropriate period of time and take such other steps as may be necessary to prevent the spread of rabies.
  - (d) No person shall kill any suspected or confirmed rabid animal except upon the written consent of the chief of police, in defense of a human being or other animal, or to prevent the escape of such suspected or confirmed rabid animal.

(Code 1994, § 7-96; Ord. No. 188, § 7, 1990)

### **Sec. 7-134. Disturbance of peace and quiet by animal.**

No owner, keeper, harbinger or other person who has assumed responsibility for any animal shall permit such animal to disturb the peace and quiet of any other person by barking, whining, howling or making any other noise in a successive or continuous manner between sunset and sunrise so as to interfere with the sleep of any reasonable person of ordinary sensibilities. The police department or other town employee shall have authority, without liability, to use all reasonable means to abate such disturbance of the peace and quiet, including the authority to impound such animal upon receipt of a signed complaint by a person whose peace and quiet has been disturbed. This section does not authorize any police officer or town employee to enter any animal owner's dwelling or other enclosed building upon the animal owner's premises without express legal authority. If an animal is impounded under this section, such animal shall not be destroyed pursuant to section 7-132 until the owner of the animal has been notified of the animal's impoundment and has had an opportunity to redeem the animal. No person shall be convicted of a violation of this section unless at least two complaining witnesses testify at the trial, one of which may be a police officer, or other corroborating evidence is presented and received.

(Code 1994, § 7-97; Ord. No. 188, § 8, 1990)

### **Sec. 7-135. Control of animals.**

- (a) No owner, harbinger or other person who has accepted responsibility for any animal within the town shall permit such animal to be off the premises of the owner, harbinger or other person who has accepted responsibility for the animal. If such animal is not on the premises of the owner, harbinger or other responsible person, the animal must be on a leash of ten feet or less in length.
- (b) No person shall keep any wild or exotic animal. Wild or exotic animal means any animal whose possession requires a license from the state division of parks and wildlife, or any other authorization by federal or state law, including, but not limited to, bears; any feline species other than ordinary domesticated house cats; skunks; poisonous or venomous amphibians or reptiles; raccoons; porcupines; rabbits, other than domestic rabbits; badgers or other similar species, except ferrets or minks; deer, elk and antelope; any wolf, coyote or fox; any species of nonhuman primate; and waterfowl.
- (c) No person shall feed any feral felines on their property; Feeding will be considered ownership and number of animals limit will be considered.

(Code 1994, § 7-98; Ord. No. 188, § 9, 1990)

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### **Sec. 7-136. Unlawful to break impoundment facility.**

It shall be unlawful for any person to break, open, destroy or damage any impoundment facility, animal trap, fence or enclosure designed to contain animals, or to take, remove or attempt to remove from such facility any animal impounded therein without having first paid the fees provided in this article.

(Code 1994, § 7-99; Ord. No. 188, § 10, 1990)

### **Sec. 7-137. Number of animals limited.**

No person shall keep, harbor or feed more than four animals (aggregate) to include feline over the age of five months within the town without having first obtained legal authority to operate a veterinary facility.

(Code 1994, § 7-100; Ord. No. 188, § 11, 1990)

### **Sec. 7-138. Humane treatment and care of animals.**

It shall be unlawful for any owner, keeper, harbinger or other person who has assumed responsibility for an animal to:

- (1) Fail to provide adequate food, water, shelter, veterinary services and humane care necessary to maintain good health and to prevent suffering.
- (2) Physically abuse any animal.
- (3) Abandon any animal or to leave the animal unattended for more than 48 consecutive hours.
- (4) Intentionally or maliciously kill or injure any animal unless necessary to defend a human being or other animal from attack.
- (5) Confine any animal in a vehicle or structure without allowing ventilation so as to prevent the animal from suffering heat exhaustion, stroke or death or to confine any animal in any parked closed vehicle for more than one hour.

(Code 1994, § 7-101; Ord. No. 188, § 12, 1990)

### **Sec. 7-139. Penalties.**

- (a) Any person who is found guilty of a violation of this article shall be punished in accordance with the provisions of section 1-95.
- (b) In addition to the penalties described above, the court shall impose such costs as may be appropriate, including costs of issuing a warrant, impounding and feeding the animal, restitution to any aggrieved person or entity as may be appropriate and any other costs which may be incurred by the town or any victim as a result of the violation of this article.

(Code 1994, § 7-102; Ord. No. 188, § 13, 1990)

### **Sec. 7-140. Requiring the removal of dog waste.**

- (a) *Purpose.* The purpose of the addition of the violation and penalty of requiring the removal of dog waste is to protect the health, safety, comfort, and welfare of citizens in the town from the failure of an owner or

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keeper of an animal to remove dog waste from any property, whether public or private, not owned exclusively by the owner or keeper.

- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Keeper* means a competent person who has custodial or supervisory authority or control over an animal.

*Owner* means any competent person having control or purporting to have control over any animal, the person named on the licensing records of any animal as the owner, the occupant of the premises where the animal is usually kept if such premises are other than the premises of the owner as shown on the licensing record, or any person in possession of, harboring or allowing any animal to remain about their premises for a period of five consecutive days or more. The parent or guardian of an owner under 18 years of age shall be deemed the owner, as defined herein. If an animal has more than one owner, all such persons are jointly and severally liable for the acts or omissions of an owner under this title even if the animal was in the possession of or under the control of a keeper at the time of the offense.

- (c) *Removal of dog waste required.* It shall be the duty of each person who owns, possess or controls a dog to immediately remove and dispose of any waste, also known as feces, left by such person's dog on any sidewalk, street, park, recreation area or other public area. It shall, further, be the duty of each person who owns, possesses or controls a dog to immediately remove and dispose of any waste left by such person's dog on any private property neither owned nor occupied by the person. Any person who is blind, as the term is defined in C.R.S. § 26-2-103, and uses a guide dog, or any person using a certified service dog shall be exempt from the provisions of this section. The owner or keeper of any animal shall also be responsible for the periodic removal of feces deposited by such dog on property owned or exclusively occupied by such owner or keeper.

- (d) *Penalties.* Any person who violates this section or fails to comply with any of its requirements shall, upon conviction, be punished by a fine not to exceed \$50.00 for a first violation within a calendar year, a fine not to exceed \$100.00 for a second violation within a calendar year, and a fine not to exceed \$499.00 for each additional violation within a calendar year. Each day during which a condition in violation of this section exists or is allowed to continue to exist shall constitute a separate offense.

(Ord. No. 2015-005, §§ 1—5, 8-11-2015)

#### **-Sec 7-141. Animal Bites – report and animal quarantine requirements.**

- (a) The owner of any animal that bites a human being shall report the occurrence to the community service officer when known to him or her or reported to him or her, and shall provide such further information requested by the community service officer.
- (b) Any animal that bites a human being shall be quarantined pursuant to one (1) of the following procedures for a period of not less than ten (10) days:
- (1) The community service office in his/her discretion may allow the animal to be quarantined on the owner's premises. Otherwise, the animal shall be quarantined in the animal shelter or a veterinary hospital at the expense of the owner.
  - (2) Every person having knowledge thereof shall report to the code enforcement officer any suspected or positively diagnosed occurrence of rabies, and any biting by any suspected or confirmed rabid animal.

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- (3) No person shall kill any suspected or confirmed rabid animal except in defense of a human being or other animal, or to prevent the escape of such suspected or confirmed rabid animal.
  - (4) No person shall remove the dead body of any suspected or confirmed rabid animal from where the animal was killed or found.
  - (5) If rabies has been diagnosed by a veterinarian or medical doctor in any animal, such animal shall be summarily destroyed, and its brain sent immediately to the State Health Department in Denver for positive verification at the owner's expense; or the animal or its body may be disposed of according to law, regulation or order of the Department of Public Health and Environment.
  - (6) If a standard rabies incubation period has not been established for a particular species of animal, any animal of that species has been diagnosed as rabid, or is reasonably suspected of being rabid, it shall be summarily destroyed, and if involved with another animal or human, a necropsy shall be performed to determine if the other animal is contaminated by rabies.
  - (7) When there has been a positive diagnosis of rabies within the town, the Chief of Police may declare a town wide quarantine for a reasonable period of time. During the period of such quarantine, every owner of animals shall confine his or her animals within the premises of the owner, and shall not transport, take or remove his or her animal from the town without the prior written consent of the code enforcement officer.

#### **Sec. 7-142. Aggravated dog at Large**

Aggravated Circumstances mean: violent or aggressive physical contact with a person, domestic animal or livestock, or violent or aggressive behavior that confines the movement of a person, domestic animal or livestock, including but not limited to cornering or circling,

#### **Secs. 7-143—7-163. Reserved.**

## Chapter 8 VEHICLES AND TRAFFIC<sup>1</sup>

### ARTICLE I. IN GENERAL

**Secs. 8-1—8-12. Reserved.**

### ARTICLE II. MODEL TRAFFIC CODE<sup>2</sup>

**Sec. 8-13. Adoption.**

Pursuant to parts 1 and 2 of article 16 of title 31, C.R.S., there is hereby adopted by reference the 2020 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Traffic Engineering and Safety Branch, 2829 W Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town of Kersey, Colorado. The purpose of this article and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three copies of the Model Traffic Code adopted herein are now filed in the office of the town clerk of Kersey, Colorado, and may be inspected during regular business hours.

(Ord. No. 2021-0005 , § 1, 8-10-2021)

**Sec. 8-14. Deletions, amendments and additions.**

The adopted Model Traffic Code is subject to the following additions and modifications:

- (1) Section 106 is amended by deleting paragraph (4.5).

106. Who may restrict right to use highways.

(4.5) deleted.

- (2) Section 107 is amended to read as follows:

107. Obedience to police and fire department officials. No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer, or member of the fire department at the scene of a fire or accident, who is invested by law or ordinance with authority to direct, control or

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<sup>1</sup>State law reference(s)—Vehicles and traffic in general, C.R.S. § 42-1-101 et seq.; municipal authority to adopt Model Traffic Code by reference, C.R.S. § 42-4-110(1).

<sup>2</sup>Editor's note(s)—Ord. No. 2022-0005, § 1, adopted Aug. 10, 2021, repealed the former Art. II, §§ 8-13—8-17, and enacted a new Art. II as set out herein. The former Art. II pertained to the same subject matter and derived from Ord. No. 129, §§ 2, 4, adopted 1978; Code 1994, §§ 8-1—8-5; Ord. No. 5-1997, §§ 3, 4, 8; Ord. No. 2001-05, § 1; Ord. No. 2004-003, §§ 2—4, 7; Ord. No. 2009-003, §§ 1—3, 6; Ord. No. 2011-004, § 1; and Ord. No. 2016-007, adopted Nov. 9, 2016.

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regulate traffic. Any person who violates any provision of this section commits a class 2 misdemeanor traffic offense.

- (3) Section 111 is amended by the deletion of paragraphs (3)(a) and (b).

111. Powers of Local Authorities.

(3)(a) and (3)(b) - deleted.

- (4) Section 116 (3)(a) and (b) are hereby repealed, amended and replaced and shall read as follows:

116. Restrictions for minor drivers - definitions.

(3) A violation of this section is a traffic infraction, and upon conviction, the violator may be punished in accordance with Kersey Municipal Code § 8-1-60, and chapter 1, article IV.

(a) deleted.

(b) deleted.

- (5) Section 203 paragraphs (3) and (4) are hereby repealed, amended and replaced and shall read as follows:

(3) Every owner or driver upon receiving the notice and summons issued pursuant to subsection (1) of this section shall comply therewith and shall secure a certification upon such notice by a law enforcement officer that such vehicle is in safe condition and its equipment has been placed in proper repair and adjustment and otherwise made to conform to the requirements of this Code. Said certification shall be returned to the owner or driver for presentation in court.

(4) deleted.

- (6) Section 239 is hereby amended by deleting references to fines in paragraphs (5) and (5.5)(a), and these portions shall read as follows:

239. Misuse of wireless telephone - definitions - penalty - preemption.

(5) (a) A person who operates a motor vehicle in violation of subsection (2) of this section commits a class A traffic infraction.

(5) (b) A second or subsequent violation of subsection (2) of this section is a class A traffic infraction.

(5.5) (a) Except as provided in subsections (5.5)(b) and (5.5)(c) of this section, a person who operates a motor vehicle in violation of subsection (3) of this section commits a class 2 misdemeanor traffic offense.

- (7) Section 510 (12)(b) is repealed, amended and replaced to read as follows:

510. Permits for excess size and weight and for manufactured homes - rules.

(12) (b) Any person who violates the provisions of subparagraph (IV) of paragraph (b) of subsection (2) of this section commits a class 2 petty offense and, upon conviction of a second or subsequent such offense, such person commits a class 3 misdemeanor.

- (8) Section 611 (2) is repealed, amended and replaced to read as follows:

611. Paralegic persons or persons with disabilities - distress flag.

(2) Any person who is not a paraplegic person or a person with a disability who uses such flag as a signal or for any other purpose is guilty of a misdemeanor.

- (9) Section 1401 (2) is repealed, amended and replaced and shall read as follows:

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1401. Reckless driving - penalty.

(2) Any person who violates any provision of this section commits a class 2 misdemeanor traffic offense.

(10) Section 1410.5 (2) is repealed, amended and replaced and shall read as follows:

1410.5. Providing false evidence of proof of motor vehicle insurance - penalty.

(2) Violation of this section is a class B traffic infraction.

(11) Section 1416 (3) is repealed, amended and replaced as follows:

1416. Failure to present a valid transit pass or coupon-fare inspector authorization - definitions.

(3) A violation of this section is a class B traffic infraction.

(12) Section 1701 is hereby amended to read as follows:

1701. Traffic offenses and infractions classified - penalties - penalty and surcharge schedule repeal.

The penalty for a violation of this article shall be as provided in chapter 1, article IV of the Kersey Municipal Code.

(13) Section 1702 - Counties - traffic offenses classified - schedule of fines, is deleted.

(14) Section 1705 - Person arrested to be taken before the proper court, is deleted.

(15) Section 1706 - Juveniles - convicted - arrested and incarcerated - provisions for confinement, is deleted.

(16) Section 1904 (3) is amended by the deletion of the portion regarding penalties and shall read as follows:

1904. Regulations for school buses - regulations on discharge of passengers - penalty - exception.

(3) Any person who violates any provision of this section is guilty of a misdemeanor.

(17) Appendix Parts A through G, inclusive, are deleted.

(Ord. No. 2021-0005 , § 1, 8-10-2021)

### **Sec. 8-15. Reserved.**

(Ord. No. 2021-0005 , § 1, 8-10-2021)

### **Sec. 8-16. Application.**

This article shall apply to all streets, alleys, highways, lanes and ways, whether public or private, within the corporate limits of the town without exception.

(Ord. No. 2021-0005 , § 1, 8-10-2021)

### **Sec. 8-17. Interpretation.**

This article shall be so interpreted and construed as to effectuate its general purpose to conform to the state's uniform system for the regulation of vehicles and traffic. Article and section headings of this article and



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adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

(Ord. No. 2021-0005 , § 1, 8-10-2021)

### **Sec. 8-18. Certification.**

The town clerk shall certify to the passage of this article and make not less than three copies of the adopted Model Traffic Code available for inspection by the public during regular business hours.

(Ord. No. 2021-0005 , § 1, 8-10-2021)

### **Sec. 8-19. Penalties.**

The following penalties, herewith set forth in full, shall apply to this article:

- (1) It-is unlawful for any person to violate any of the provisions adopted in this article.
- (2) Every person convicted of a violation of any provision adopted in this article shall be punished by a fine and surcharge not exceeding the maximum penalty as provided in chapter 1, article IV of this Code, in addition to any other restorative justice programs, classes, and/or useful public service that may be ordered by the court.

(Ord. No. 2021-0005 , § 1, 8-10-2021)

### **Sec. 8-20. Validity.**

If any part or parts of this article are for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The town board hereby declares that it would have passed this article and each part or parts thereof, irrespective of the fact that any part or parts are later declared invalid.

(Ord. No. 2021-0005 , § 1, 8-10-2021)

### **Sec. 8-21. Repeal.**

Existing or parts of ordinances covering the same matters as embraced in this article are hereby repealed, and all ordinances or parts of ordinances inconsistent with the provisions of this article are hereby repealed, except 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 this article taking effect.

(Ord. No. 2021-0005 , § 1, 8-10-2021)

### **Sec. 8-22. Driving under restraint for outstanding judgment.**

- (1) As provided in 42-2-138(2.5) C.R.S., a municipality may enforce violations of subsection (1.5) of this section in municipal court. A municipal court shall not waive or reduce the three-point penalty.
- (2) Any person who drives a motor vehicle or off-highway vehicle upon any highway of this state with knowledge that the person's license or privilege to drive, either as a resident or nonresident, is under restraint for an outstanding judgement is guilty of a class A traffic infraction as defined in the 2020 Model Traffic Code 1701(3).

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(Ord. No. 2021-0005 , § 1, 8-10-2021)

**Secs. 8-23—8-28. Reserved.**

### ***ARTICLE III. MOTOR VEHICLES***

#### **Sec. 8-29. Purpose.**

The purpose of this article is to prevent the accumulation of inoperable or junk vehicles and abandoned vehicles and to provide for the orderly parking of trailers and commercial and recreational vehicles.

(Code 1994, § 8-21; Ord. No. 2005-008, § 3)

#### **Sec. 8-30. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned vehicle* means any vehicle left unattended on public property, including any portion of any highway, street, alley or other right-of-way, for 24 hours or longer, unless the owner or driver has conspicuously affixed a dated notice stating his intention to return or has otherwise notified the police department of his intention to remove the vehicle within 72 hours.

*Administrative authority* means the town manager, the town manager's designee or such other administrative official appointed to perform inspections, removal or other duties and to promote the enforcement of this Code.

*Driveway* means an improved concrete or asphalt path leading directly to one or more town-approved parking spaces constructed with a concrete, asphalt or similar all-weather surface.

*Inoperable* means a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the functions or purposes for which a vehicle was originally constructed, not bearing a valid, unexpired license plate, unless of a type specifically exempted from motor vehicle licensing laws of the state or being incapable of being moved under its own power in its existing condition, and not having all tires inflated and/or placed on vehicle

*Parking* means the parking or leaving of an operable, licensed vehicle, current in its registration, for a temporary period.

*Parking space* means an area allowed for the parking of a vehicle.

*Parking space, storage,* means a space for the storage of operable, licensed vehicles, current in registration, including recreational vehicles or equipment, for a period of 30 days or longer.

*Recreational equipment* means equipment intended for outdoor recreational use, including, but not limited to, snowmobiles, jet skis, all-terrain vehicles (ATVs), canoes, boats and trailers for transporting such equipment.

*Recreational vehicle* means a vehicle which is designed, intended and used for purposes of temporary living accommodation for recreation, camping and travel use, including, but not limited to, travel trailers, truck campers, camping trailers and self-propelled motor homes, horse trailers and bus campers. For the purposes of this definition, neither a pop-up trailer nor a truck topper accessory (also known as a camper shell), which is not higher than eight inches above the truck cab when installed, shall be considered a recreational vehicle. A horse trailer

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used primarily for transport of horses and/or livestock to or from the site it is stored upon shall not be considered a recreational vehicle under this definition.

*Vehicle* means a machine designed to be propelled by power other than human power and includes campers, trailers and other equipment designed to be carried upon or towed behind such powered vehicle, designed to travel along the ground by use of wheels, treads, runners or slides, or upon such vehicle, and to transport persons or property or pull machinery, and shall include, without limitation, automobiles, airplanes, trucks, trailers, campers, motorcycles, motor scooters, snow machines, recreational vehicles, tractors, buggies and wagons.

(Code 1994, § 8-22; Ord. No. 141, § I, 1979; Ord. No. 2005-008, § 3)

### **Sec. 8-31. Abandoned motor vehicles.**

It is unlawful to abandon any vehicle, as defined in this article, in the town on public or private property. Any vehicle abandoned in violation of this section may be towed by the police department to an appropriate facility for holding such vehicle without liability to the police department or any agent acting on behalf of the police department for disposal according to state law.

(Code 1994, § 8-23; Ord. No. 141, § III, 1979; Ord. No. 2005-008, § 3)

### **Sec. 8-32. Inoperable vehicles prohibited.**

- (a) No owner of any property within the town, nor tenants or agents in charge thereof, shall allow or permit inoperable vehicles to exist on such property, except within an enclosed garage or other building and except as provided in this Section. The provisions of this Section shall not apply to any person, firm or corporation, or their agent, conducting a business enterprise in compliance with existing town zoning and business license regulations. The provisions of this Section shall not apply to a parcel of property with one;
  - (1) inoperable vehicle that is being renovated or stored for the purpose of being renovated; provided, however, that such vehicle shall be screened with a fence of a minimum of six (6) feet in height. Such fence otherwise complies with ordinances applicable to fences and shall be constructed of standard privacy fencing material that obscures the view of any inoperable vehicle or parts from adjacent right-of-way or property.
- (b) No inoperable vehicle shall be parked on any visible portion of the property if placed on blocks and without all wheels and tires attached to the vehicle.
- (c) No inoperable vehicle shall be parked on town streets at any time.
- (d) No vehicle or trailer is permitted to park on the street if it does not display current registration on vehicle.
  - (1) failure to display current registration can result in a citation and vehicle towed within 24 hours after personal service, mailing or posting of citation if not removed from the roadway.

(Code 1994, § 8-24; Ord. No. 141, § IV, 1979; Ord. No. 2005-008, § 3)

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### **Sec. 8-33. Repair prohibited.**

No owner or occupant of any property shall be permitted to conduct any repair of a motor vehicle on any street, highway or alley, except minor emergency repair which can be completed in 24 hours.

(Code 1994, § 8-25; Ord. No. 141, § VI, 1979; Ord. No. 2005-008, § 3)

### **Sec. 8-34. Street parking.**

- (a) It is unlawful for any person to leave any vehicle which he or she owns or controls unattended on any portion of a street or highway right-of-way in the town for a period of seven (7) days or longer without moving or using such vehicle. Vehicles not registered to a nearby address shall be considered abandoned and may be ticketed and/or towed at the expense of the owner if such vehicles are not moved every 24 hours.
- (b) No implement or attachment to a vehicle or unlicensed trailer, buggy or wagon shall be parked on any street for any period of time.

(Code 1994, § 8-26; Ord. No. 2005-008, § 3)

### **Sec. 8-35. Oversized commercial vehicles.**

For purposes of this section, the term "oversized commercial vehicle" means any vehicle registered, licensed or used for commercial purposes or displaying advertisements for commercial enterprise and exceeding 20 feet in length (20 feet in combined length for vehicles with trailers), eight feet or more in height, or 15,000 pounds or more in gross weight. Oversized commercial vehicles are prohibited from parking in any area in the town zoned for residential use (single-family, multifamily or PUD residential) as defined in chapter 16, either on the street, traveled roadway, public right-of-way or private residential property, with the following exceptions:

- (1) Loading or unloading moving vans or similar-type vehicles used for moving personal goods, for a period not to exceed 24 hours;
- (2) Temporary parking for purposes of pickup or delivery of a parcel or merchandise, for a period not to exceed two hours; and
- (3) Construction equipment or machinery employed in any authorized construction project, for a period not to exceed the completion of such construction or construction project.

(Code 1994, § 8-27; Ord. No. 2005-008, § 3)

### **Sec. 8-36. Measurements.**

Measurements made in the enforcement of this article shall be made as follows:

- (1) The height of vehicles shall be measured perpendicular to the parking surface to the uppermost portion of the vehicles, including loads or any projections attached thereto, with the exception of radio antennae, exhaust pipes and vents.

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- (2) The length of vehicles shall be measured parallel to the long axis (length) of the vehicles and shall include any projections permanently or temporarily attached thereto.

(Code 1994, § 8-28; Ord. No. 2005-008, § 3)

### **Sec. 8-37. Detached trailers, pickup campers and boats.**

For purposes of this section, the term "trailer" means any wheeled vehicle without a motive power and designed to be drawn by a motor vehicle. The term "pickup camper" means a camper body capable of being loaded or unloaded from or to the bed of a pickup truck.

- (1) No trailer shall be detached from a towing vehicle and left standing in any public right-of-way.
- (2) No pickup camper shall be unloaded from a pickup truck and left standing in any public right-of-way.
- (3) No boat, whether standing on a trailer or standing by itself, shall be left standing on any public right-of-way unless attached physically to a motor vehicle.

(Code 1994, § 8-29; Ord. No. 2005-008, § 3)

### **Sec. 8-38. Recreational vehicles.**

- (a) No recreational vehicle shall be parked, attached or detached, or left standing on any street or public right-of-way within the town. A recreational vehicle may be parked on a street for a period of time not to exceed 48 hours within any seven-day period, provided that the recreational vehicle is being parked for the purpose of loading and unloading during such period and not for storage. No recreational vehicle shall be used for living, sleeping or temporary or permanent residential purposes on any street or public right-of-way within the town.
- (b) In areas where the principal use is either single-family residential or two-family residential, recreational vehicles shall be permitted in the front side yard if located at least three feet behind the sidewalk. If no sidewalk exists, recreational vehicles shall be located at least three feet behind the property line. For the purpose of this article, the term "behind the sidewalk or property line" means the property line or edge of a sidewalk opposite the street. On corner lots, recreational vehicles shall not interfere with the clear vision zones described in chapter 16. Recreational vehicles may be parked in driveways for loading, unloading or emergency repairs for a period of time not to exceed 48 hours within any seven-day period.
- (c) Guests traveling in recreational vehicles shall be permitted to park their recreational vehicle in such front yard driveways for a maximum period of seven consecutive days if:
  - (1) The RV exterior is located at least three feet back from the sidewalk, or the front property line where no sidewalk exists; and
  - (2) No clear vision zone is adversely affected by the parking of said recreational vehicle.

Guest RV parking shall be limited to one seven-day period per vehicle in 12 consecutive months. Extensions to this period may be granted by an administrative variance for one additional week where unusual circumstances warrant. In no event shall a variance be granted more than one time in a 365-day period of a single property unless there is a change in ownership or occupancy of the property.

(Code 1994, § 8-30; Ord. No. 2005-008, § 3; Ord. No. 2006-001, § 1)

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### **Sec. 8-39. Registration and condition of recreational vehicles.**

Recreational vehicles, trailers or equipment that requires registration and/or a license by law shall be current in license or registration and shall be operable. Any such recreational vehicles, trailers or equipment not licensed or those not current in registration or that are inoperable in any area for any purpose are not allowed. Such vehicles and equipment must be legally registered to and/or owned by the owner or tenant of the dwelling on which the recreational vehicle or equipment is stored.

(Code 1994, § 8-31; Ord. No. 2005-008, § 3; Ord. No. 2006-001, § 1)

### **Sec. 8-40. Prohibited uses.**

- (a) No motor vehicle, bus, trailer, coach, mobile home, self-propelled motor home or recreational equipment shall be used by any person for living, sleeping, housekeeping or preparation of food, while parking on any public right-of-way within the town for which the principal use is residential, and may not be used for temporary or permanent living purposes on the site.
- (b) No recreational vehicle or equipment stored or parked on a property in any zoning district shall be used for temporary or permanent living purposes for more than 15 days during any calendar year.
- (c) No vehicle described in this section shall be stopped, stored or parked so as to obstruct traffic sight lines or cause any safety hazard.

(Code 1994, § 8-32; Ord. No. 2005-008, § 3)

### **Sec. 8-41. Use for storage prohibited.**

No motor vehicle as described in this article, including trailers or recreational vehicles, whether operable or inoperable, shall be parked and used as storage facilities on any public or private property for more than 48 hours in any area of the town except in the industrial zone. Trailers or motor vehicles may be used for storage in the industrial zone only upon approval by the planning commission, if the planning commission finds that such use is compatible with the industrial neighborhood, the use will not have an adverse effect on the property values of adjoining or neighboring properties and the use will not result in an unsightly collection of inoperable vehicles or trailers or become rodent- or weed-infested and unsightly.

(Code 1994, § 8-33; Ord. No. 2005-008, § 3)

### **Sec. 8-42. Administrative authority.**

The administrative authority is authorized and directed to inspect and supervise premises within the town and if it is found that any vehicle, implement or attachment exists on any property in violation of this article, the administrative authority may, in addition to any other action permitted under this Code, remove or cause to be removed from the property such vehicle, implement or attachment found on the premises or in the streets or alleys and assess and collect a reasonable charge from the owner or occupant in accordance with the notice, removal and assessment provisions of section 8-43.

(Code 1994, § 8-34; Ord. No. 2005-008, § 3)

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### **Sec. 8-43. Removal and assessment.**

- (a) If any person fails to comply with the provisions of this article, in addition to the penalty provided therefor, a written notice may be served upon the owner or agent in charge of such property, such notice to be served personally or by mail, requiring the removal of the inoperable vehicle, abandoned vehicle or other vehicle in violation of this Code from the premises or the adjoining streets and alleys. Such notice shall require removal of the inoperable vehicle, abandoned vehicle or other vehicle within seven days after mailing or delivery of such notice, except that if such vehicle may create a fire, health or safety hazard or harborage for rodents, such notice shall require removal within 72 hours. If the inoperable vehicle, abandoned vehicle or other vehicle is not removed within the stated time and maintained within compliance for the remainder of the calendar year, the town may remove or cause to be removed from the property such vehicles found on the premises or in the adjoining streets and alleys and assess the whole cost thereof, including 15 percent of the costs for inspection and other incidental costs in connection therewith, upon the land. The costs and any charges assessed by the town pursuant to this article associated with removal of the vehicle shall be paid by the owner of the property or agent for such owner within 30 days after mailing of the bill or assessment of such cost by the town to said owner or agent. The town shall have the right to proceed for the collection of any unpaid charges for vehicle removal in the manner provided by law for collection of debts and claims on behalf of the town, including, without limitation, collection and lien procedures provided in this section.
- (b) In addition to any other means provided by law for collection, if any such assessment is not paid within 30 days after it is made and notice thereof is mailed, the same may be certified by the town clerk to the proper county authority and placed upon the tax list for the current year, and thereby collected in the same manner as other taxes are collected, with a 15-percent penalty thereon to defray the cost of collection, as provided by the laws of the state.
- (c) Failure to pay, within ten days after mailing or delivery to the owner of the property, the amount assessed for vehicle removal as described in this section shall cause such assessment to become a lien against such lot, block or parcel of land associated with and benefiting from said services, and said lien shall have priority over all liens, except general taxes and prior special assessments, and the same may be effected at any time after such failure to so pay by recordation with county land records of a certification by the town, setting forth the costs to be charged against the property, the dates of service and descriptions of services giving rise to such charges. This lien and collection procedure is supplementary and additional to any collection procedures described elsewhere within this section or this Code.

(Code 1994, § 8-35; Ord. No. 2005-008, § 3)

### **Sec. 8-44. Appeal of assessment.**

- (a) Any owner or occupant who disputes the amount of such assessment made against the property may, within 30 days of receipt of the notice of assessment, appeal the assessment and request a revision or modification of the assessment.
- (b) The appeal shall be made in writing and delivered to the town clerk and shall set forth such information as the applicant believes appropriate. Such appeal shall be heard by the board of adjustment within 30 days after the appeal is filed with the town clerk. Notice of such hearing and proceedings shall be given to the applicant at least ten days prior to the hearing date. The petitioner shall have the burden of proof that revision or modification is necessary to preserve substantial justice.
- (c) Within ten days after the hearing, the board of adjustment shall make findings of fact based upon information presented, shall make a decision based upon such findings and may revise or modify such assessment, confirm the assessment or reject the assessment to promote substantial justice. The decision of

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the board of adjustment shall be in writing, shall be final and shall be served upon the applicant within ten days after the date of such decision, personally or by certified mail, return receipt requested.

(Code 1994, § 8-36; Ord. No. 2005-008, § 3)

### **Sec. 8-45. Certain vehicles prohibited.**

- (a) The operation on any public street, alley, sidewalk or other public right-of-way of any vehicle described as a motorized play vehicle or motorized skateboard is prohibited. This section shall not apply to a children's play vehicle used by children under the age of ten years when used on sidewalks, and when accompanied by an adult 18 years of age or older.
- (b) Yard implements shall only be operated upon the public streets or alleys by a person who holds valid driving privileges pursuant to the Colorado Revised Statutes, shall display a slow-moving vehicle emblem as required by the adopted model traffic code, and shall be operated only during the daylight hours and pursuant to the requirements of section 8-48 regarding golf carts. Operation of yard implements shall only be operated in public streets or alleys incident to yard work.

(Code 1994, § 8-38; Ord. No. 2011-001, § 2; Ord. No. 2017-0012(1), § 1, 8-8-2017; Ord. No. 2017-0013, § 1, 8-8-2017)

### **Sec. 8-46. Golf cart defined.**

A golf cart is a self-propelled vehicle not designed primarily for operation on roadways and that:

- (1) Has a design speed of less than 20 miles per hour;
- (2) Has at least three wheels in contact with the ground;
- (3) Has an empty weight of not more than 1,300 pounds;
- (4) Has a carrying capacity of not more than four persons; and
- (5) Is a low-speed electric vehicle as defined in C.R.S. § 42-1-102(48.6). Golf carts are low-speed vehicles, regardless of the power source.

(Code 1994, § 8-39; Ord. No. 2011-001, § 2)

### **Sec. 8-47. Operation of golf carts authorized.**

Subject to the provisions of this article, and except as prohibited herein, the operation of golf carts within the town shall be lawful, except:

- (1) No golf cart shall be operated by any person under the age of 16 years.
- (2) No golf cart shall be operated by any person unless such person holds valid driving privileges pursuant to C.R.S. title 42, or the equivalent under the law of any other jurisdiction within the United States.
- (3) No golf cart shall be operated upon any sidewalk, pedestrian trail, park or recreational facility which is operated under authority of the town.
- (4) Golf carts shall not be operated upon or across any portion of U.S. Highway 34, including Hill Street.
- (5) The operator of a golf cart must obey all traffic and parking regulations otherwise applicable to motor vehicles.



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- (6) No golf cart shall be operated between sunset and sunrise or at any other time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of 1,000 feet ahead, unless such golf cart is equipped and illuminated with headlamps, taillamps, stop lamps and turn signals as required under C.R.S. title 42, art. 4, pt. 2.
  - (7) No golf cart shall be operated upon any portion of a roadway which is posted for a maximum speed of greater than 40 miles per hour, except that a golf cart may be operated to directly cross a roadway that has a speed limit greater than 40 miles per hour at an at-grade crossing in order to continue traveling upon a roadway with a speed limit equal to or less than 40 miles per hour. Nothing in this subsection shall, however, be deemed to authorize the operation of a golf cart upon or across any portion of U.S. Highway 34 or Hill Street.
  - (8) Every golf cart in operation upon any roadway within the town shall at all times display the slow-moving vehicle emblem as required by section 234 of the model traffic code.

(Code 1994, § 8-40; Ord. No. 2011-001, § 2)

### **Sec. 8-48. Golf carts, operation within roadway.**

The operation of golf carts shall be operated as close to the right side of the roadway as practicable, exercising due care when approaching, overtaking or passing a standing vehicle or one proceeding in the same direction, or when approaching, overtaking or passing a pedestrian or bicyclist.

(Code 1994, § 8-41; Ord. No. 2011-001, § 2)

### **Sec. 8-49. Parking prohibited after snowfall accumulation.**

- (a) Upon the occurrence of a snowfall resulting in accumulation of two inches or more, parking shall be prohibited on the following public roadways within the town, each of which is hereby designated a snow route:
  - (1) First Street (aka Main Street or CR 53) between Highway 34 and CR 54.
  - (2) Fifth Street between Hill Street and Trumbull Street.
  - (3) Ninth Street between Hill Street and Kohler Farms Road.
  - (4) Clark Street between First Street and Ninth Street.
  - (5) Centennial Drive between First Street and Elder Street.
  - (6) Civic Circle between Clark Street and McIntyre Street.

During such snow accumulation conditions, the Kersey Police Department is authorized to remove or have removed or towed any vehicle (including, without limitation, any motor vehicle, motorized equipment, snowmobile, motorcycle or bicycle), except an emergency vehicle, found parked, abandoned, standing or stopped in or along a snow route, and if appropriate to cause such vehicle to be impounded at an impound lot, without delay and all at the owner's expense.

- (b) Public entities identified as those entities which assess an annual mill levy shall pay a fee as set forth in the town's adopted fee schedule. Off-highway vehicles owned and operated by the town shall be registered but exempt from any such fee.
- (c) Except as shall constitute an exception under the Colorado Governmental Immunity Act, neither the town nor any of its trustees, officers, employees or agents shall be liable for any direct, indirect, incidental or

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consequential damages resulting in any way from the removal, towing or impoundment of a vehicle pursuant to this section.

- (d) The town manager is hereby authorized to oversee the development and placement of appropriate street signs to inform the public of the restrictions this section authorizes. The lack of visibility of any such sign when parking restrictions are in effect shall not excuse the owner or operator of a vehicle from complying with the provisions of this section. The town manager is further authorized to oversee the development and adoption of such rules and regulations as the town manager deems reasonably necessary to effectuate and carry out the intent of this section.

(Ord. No. 2016-006, § 8-43, 9-13-2016; Ord. No. 2017-0018, § 1, 11-14-2017)

### **Sec. 8-50. Registration.**

- (a) Golf carts operating within the town shall be registered annually with the town and shall pay a fee as set forth in the town's adopted fee schedule. All golf carts registered with the town shall meet all the requirements of this article. Owners wishing to register their golf cart with the town may do so at the police department. Registrations will be for the current year and not pro-rated nor refunded for months not used.
- (b) Registration with the town will be completed only when the golf cart being registered meets the criteria set forth by the town in accordance with local traffic ordinances already in place. Registrations are non-transferable. If the golf cart is sold, the new owner must re-register the golf cart. Registrations will be affixed to the golf cart in a clearly visible location approved by the police department.
- (c) Owners must provide the following for registration:
- (1) Bill of sale, title of vehicle or proof of ownership;
  - (2) Proof of current insurance (which must meet requirements of motorcycles licensed by the state); and
  - (3) Valid driver's license (a valid driver's license will be required to operate a golf cart on the streets and alleys of the town.)

(Ord. No. 2017-0012(1), § 2, 8-8-2017; Ord. No. 2017-0013, § 2, 8-8-2017)

### **Sec. 8-51. Violation; penalty.**

Any person violating any of the provisions of this article shall, upon conviction, be deemed guilty of a misdemeanor and punished in accordance with section 1-95. The penalty may be in addition to any administrative charge imposed.

(Code 1994, § 8-37; Ord. No. 2005-008, § 3)

### **Secs. 8-52—8-70. Reserved.**

## ***ARTICLE IV. OFF-HIGHWAY VEHICLES***

### **Sec. 8-71. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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*Off-highway vehicle* means any self-propelled vehicle which is designed to travel on wheels or tracks in contact with the ground, which is designed primarily for use off of the public highways, and which is generally and commonly used to transport persons for recreational purposes. The term "off-highway vehicle" does not include the following:

- (1) Vehicles designed and used primarily for travel on, over or in the water;
- (2) Military vehicles;
- (3) Golf carts;
- (4) Vehicles designed and used to carry disabled persons;
- (5) Vehicles designed and used specifically for agricultural, logging or mining purposes; or
- (6) Vehicles registered pursuant to C.R.S. title 42, art. 3.

*Operate* means to ride in or on and control the operation of an off-highway vehicle.

*Operator* means every person who operates or is in actual physical control of an off-highway vehicle.

*Owner* means a person, other than a lienholder, having title to an off-highway vehicle and entitled to the use or possession thereof.

(Ord. No. 2017-0012(1), § 3, 8-8-2017; Ord. No. 2017-0013, § 3, 8-8-2017)

### **Sec. 8-72. Deleted**

(Ord. No. 2017-0012(1), § 4, 8-8-2017; Ord. No. 2017-0013, § 4, 8-8-2017)

### **Sec. 8-73. Operation of off-highway vehicles.**

No person shall operate any off-highway vehicle in the town limits, pursuant to this article

(Ord. No. 2017-0012(1), § 5, 8-8-2017; Ord. No. 2017-0013, § 5, 8-8-2017)

### **Sec. 8-74. Deleted**

### **Sec. 8-75. Notice of accident.**

- (a) The operator of an off-highway vehicle involved in an accident resulting in property damage, injuries or death, or some person acting for the operator, or the owner of the off-highway vehicle having knowledge of the accident, shall immediately, by the quickest available means of communication, notify the police department.
- (b) The police department, upon receiving a report of an accident under this section, shall forward a copy thereof to the state division of parks and outdoor recreation.
- (c) Within 48 hours after an accident involving an off-highway vehicle, the accident shall be reported to the Denver office of the state division of parks and outdoor recreation. The report shall be made on forms furnished by such division and shall be made by the owner or operator of the vehicle or someone acting for the owner or operator.

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(Ord. No. 2017-0012(1), § 7, 8-8-2017; Ord. No. 2017-0013, § 7, 8-8-2017)

**Sec. 8-76. Limitation of liability.**

To the maximum extent permitted by law, nothing in this article shall be construed as an assumption of any duty of care by the town with respect to, or the assumption of any liability by the town for, any injuries to persons or property which may result from the operation of an off-highway vehicle on the roads, roadways or alleys within the town limits.

(Ord. No. 2017-0012(1), § 8, 8-8-2017; Ord. No. 2017-0013, § 8, 8-8-2017)

**Sec. 8-77. Enforcement, violations and fines.**

- (a) Every peace officer of the town is hereby authorized to enforce the provisions of this article as provided by the applicable provisions of the state model traffic code, as adopted by the town. Notwithstanding the provisions of the adopted model traffic code, article IV, Definitions, section 8-81, an off-highway vehicle shall be considered a "vehicle" for purposes of the application or enforcement of the adopted model traffic code, except for article I, part 2, Equipment, thereof.
- (b) It shall be unlawful for any person to violate or fail to comply with any of the provisions of this article, and the police officer or officers of the town shall have the ability to issue a summons and complaint for violations of any sections of this article. Upon conviction for a violation of any of the sections of this article, a violator shall be punished as set forth in section 1-95.

(Ord. No. 2017-0012(1), § 9, 8-8-2017; Ord. No. 2017-0013, § 9, 8-8-2017)

**Sec. 8-78. . Deleted**

		1ST CITATION	2ND CITATION	3RD CITATION	4TH CITATION	SURCHARGE
7-18	REFUSE, GARBAGE & RUBBISH PROHIBITED	SUMMONS	SUMMONS	SUMMONS	SUMMONS	SUMMONS
7-33	LITTERING	\$ 150.00	\$ 175.00	\$ 200.00	SUMMONS	\$ 15.00
7-69	DUTY TO CUT WEEDS	\$ 100.00	\$ 125.00	\$ 150.00	SUMMONS	\$ 15.00
7-91	NO DOG LICENSE	\$ 50.00	\$ 75.00	\$ 100.00	SUMMONS	\$ 15.00
7-96	RABIES VACCINATION	\$ 100.00	\$ 125.00	\$ 150.00	SUMMONS	\$ 15.00
7-97	DISTURBING THE PEACE	\$ 75.00	\$ 100.00	\$ 125.00	SUMMONS	\$ 15.00
7-130	DOG AT LARGE	\$ 75.00	\$ 100.00	\$ 125.00	SUMMONS	\$ 15.00
7-138	HUMANE TREATMENT AND CARE OF ANIMALS	SUMMONS	SUMMONS	SUMMONS	SUMMONS	SUMMONS
7-137	NUMBER OF ANIMALS PROHIBITED	SUMMONS	SUMMONS	SUMMONS	SUMMONS	SUMMONS
7-140	REMOVAL OF DOG WASTE	SUMMONS	SUMMONS	SUMMONS	SUMMONS	SUMMONS
8-31	ABANDONED VEHICLE	\$ 100.00	\$ 125.00	\$ 150.00	SUMMONS	\$ 15.00
8-32	INOPERABLE VEHICLE / EXPIRED PLATES	\$ 100.00	\$ 125.00	\$ 150.00	SUMMONS	\$ 15.00
8-33	REPAIR PROHIBITED	\$ 50.00	\$ 75.00	\$ 100.00	SUMMONS	\$ 15.00
8-34	STREET PARKING	\$ 40.00	\$ 65.00	\$ 90.00	SUMMONS	\$ 15.00
8-35	OVRESIZED COMMERCIAL VEHICLE	\$ 60.00	\$ 85.00	\$ 110.00	SUMMONS	\$ 15.00
8-37	DETACHED TRAILERS	\$ 50.00	\$ 75.00	\$ 100.00	SUMMONS	\$ 15.00
8-38	RECREATIONAL VEHICLES	\$ 50.00	\$ 75.00	\$ 100.00	SUMMONS	\$ 15.00
8-40	PROHIBITED USE	\$ 50.00	\$ 75.00	\$ 100.00	SUMMONS	\$ 15.00
8-45	CERTAIN VEHICLES PROHIBITED	\$ 50.00	\$ 75.00	\$ 100.00	SUMMONS	\$ 15.00
8-48	GOLF CARTS / OPERATION WITHIN ROADWAY	\$ 100.00	\$ 125.00	\$ 150.00	SUMMONS	\$ 15.00
8-49	PARKING PROHIBITED AFTER SNOWFALL	\$ 75.00	\$ 100.00	\$ 125.00	SUMMONS	\$ 15.00
10-82	UNLAWFUL CONDUCT ON PUBLIC PROPERTY	\$ 100.00	\$ 125.00	\$ 150.00	SUMMONS	\$ 15.00
10-84	INTERFERING WITH USE OF STREETS OR SIDEWALKS	\$ 60.00	\$ 85.00	\$ 110.00	SUMMONS	\$ 15.00
10-94	FIREWORKS (NO DAMAGE)	\$ 500.00	\$ 525.00	\$ 550.00	SUMMONS	\$ 15.00
10-94	FIREWORKS (WITH DAMAGE)	SUMMONS	SUMMONS	SUMMONS	SUMMONS	SUMMONS
10-173	MACHINE NOISE	\$ 75.00	\$ 100.00	\$ 125.00	SUMMONS	\$ 15.00
10-174	NOISY ANIMAL	\$ 75.00	\$ 100.00	\$ 125.00	SUMMONS	\$ 15.00

CURRENT MONTH	MUNICIPAL COURT	COUNTY COURT
<u>Nov-23</u>	<u>17-Jan-24</u>	<u>12-Feb-24</u>
<u>Dec-23</u>	<u>8-Feb-24</u>	<u>11-Mar-24</u>
<u>Jan-24</u>	<u>14-Mar-24</u>	<u>15-Apr-24</u>
<u>Feb-24</u>	<u>11-Apr-24</u>	<u>13-May-24</u>
<u>Mar-24</u>	<u>9-May-24</u>	<u>10-Jun-24</u>
<u>Apr-24</u>	<u>13-Jun-24</u>	<u>15-Jul-24</u>
<u>May-24</u>	<u>11-Jul-24</u>	<u>12-Aug-24</u>
<u>Jun-24</u>	<u>8-Aug-24</u>	<u>9-Sep-24</u>
<u>Jul-24</u>	<u>12-Sep-24</u>	<u>14-Oct-24</u>
<u>Aug-24</u>	<u>10-Oct-24</u>	<u>18-Nov-24</u>
<u>Sep-24</u>	<u>14-Nov-24</u>	<u>16-Dec-24</u>
<u>Oct-24</u>	<u>12-Dec-24</u>	<u>13-Jan-25</u>