



Board of Trustees
REGULAR MEETING
Thursday, March 18, 2021, 5 p.m.

Attend in person:

Cedaredge Civic Center, Dining Hall 140 NW 2nd St.

In person attendance limited to first 15 people. Seats cannot be reserved. Masks must be worn at all times while in attendance.

Attend virtually:

On Your Computer: <http://bit.ly/3bs8Oe8> | Password 289964

On Your Phone: 669-900-6833 | Webinar ID: 837 5137 1047 | Password: 289964

AGENDA

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

- 1) Call to Order & Pledge of Allegiance
- 2) Roll Call
- 3) Agenda Approval **[A]**
- 4) Consent Agenda **[A]**
 - a. Minutes: 2/18/2021 Regular Meeting
 - b. Minutes: 2/25/2021 Special Meeting
 - c. Financial Report: 2/28/2021
 - d. Disbursements: 2/2021
 - e. Lease: Cedaredge Community Garden
- 5) Constituent Time

Constituents may address the Board of Trustees about any issue. Please state your name and address for the record. You have three (3) minutes to address the Board of Trustees. Please note that specific questions may not be answered and staff will follow up with you after the meeting. Personal attacks against the Mayor, Trustees or employees will not be tolerated.
- 6) Introduction of New Staff
 - a. Public Works – Bryan Fairchild
 - b. Officer Josh Brown
 - c. Deputy Clerk/Court Clerk Jess Shelton

7) Department Reports

- a. Administration – Town Administrator Greg Brinck
- b. Golf Course Pro – Ira Kramer
- c. Golf Course Superintendent – Adam Conway
- d. Police Department – Chief Joe Roberts
- e. Public Works – Public Works Director Jerry Young
- f. Town Clerk/Economic Development – Kami Collins

8) Boards & Commissions

- a. Cedaredge Tree Board – Chairman Jim Leser

9) Financial

- a. Treasurer's Report – Trustee & Treasurer Richard L. Udd

10) Marijuana Application Timeline **[D]**

11) Applefest Vendor & Sponsor Fees **[A]**

12) Partners Golf Tournament **[A]**

13) Birch/Beech Waterline Replacement Award **[A]**

14) Resolution 12-2021: Golf Pass Policy **[A]**

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

16) Adjourn

Town of Cedaredge Board of Trustees
Regular Meeting
Record of Proceedings
February 18, 2021

The Town Board of Trustees met for its Regular Meeting on February 18, 2021 via Zoom webinar. The meeting notice was posted in the designated area at Cedaredge Town Hall at least 24 hours prior to the meeting in accordance with the Sunshine Law. All documents included in these minutes by reference are available for review at Cedaredge Town Hall.

Call to Order: Mayor Hanson called the meeting to order at 5 pm and led the Pledge of Allegiance.

Roll Call: Present were Mayor Raymond F. Hanson, Mayor Pro Tem Michael and Trustees Jim Atkinson, Cathy Brown, Charlie Howe, Richard Udd and Heidi Weissner; Town Administrator Greg Brinck; and Town Clerk Kami Collins.

Agenda Approval: Mayor Pro Tem Michael moved and Trustee Atkinson seconded to approve the agenda as presented.

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

Consent Agenda: Mayor Pro Tem Michael moved and Trustee Weissner seconded to approve the consent agenda (4a through 4e):

- a. Minutes: 1/21/2020 Regular Meeting
- b. Financial Report: 1/31/2021
- c. Disbursement 1/2021
- d. 2020 Period 13 Financials
- e. Ratification: Letter of Support: Delta County Ambulance District

Roll Call Vote: Voting 'aye' were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Brown, Howe, Udd and Weissner; no Trustees voted 'nay.' Motion passed unanimously and the Consent Agenda was approved.

Constituent Time: No member of the public addressed the Board.

Swearing in of Officer Josh Brown: Chief Joe Roberts swore in Officer Josh Brown.

Boards & Commissions:

- a. **Planning & Zoning Commission – Appointment of Gene Welch:** Trustee Atkinson moved and Mayor Pro Tem Michael seconded to appoint Gene Welch to the Planning & Zoning Commission.

Roll Call Vote: Voting ‘aye’ were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Brown, Howe, Udd and Weissner; no Trustees voted ‘nay.’ Motion passed unanimously and Mr. Welch was appointed to the position.

Community Organizations

- a. **Surface Creek Community Services (Cedaredge Food Bank) Annual Update – Ken Christenson:** Mr. Christenson submitted a written report. The Board expressed appreciation to the organization for their service to the community.
- b. **Delta County Public Library District Annual Update – LaDonna Gunn:** Ms. Gunn submitted a written report and shared the District’s website. Trustee Udd suggested the Town’s Chromebooks that are no longer used be donated to the library to use for patrons; Administrator Brinck will follow up with Ms. Gunn.

Department Reports

- b. **Administration** – Administrator Brinck reported staff has been working hard on marijuana legislation. He, Adam Conway and Jerry Young reviewed bids for the NE 4th Street/golf course pond expansion project. A bid has been awarded to a local contractor.
- c. **Golf Course Pro** – Administrator Brinck reported the course has been snow-covered recently so there is not a lot happening with the course right now.
- d. **Golf Course Superintendent** – Administrator Brinck reported that two new pieces of equipment were ordered through the Capital Improvement budget. Adam continues to get equipment ready for the golf season. The course has struggled getting qualified candidates for the assistant position hired. Trustee Atkinson asked if there was any progress on the pump house project; Administrator Brinck said a contractor is working on a spec sheet for the project.
- e. **Police Department** – Chief Joe Roberts submitted a written report.
- f. **Public Works** – Director Jerry Young submitted a written report.
- g. **Town Clerk/Economic Development** – Kami submitted a written report.

Financial:

- a. With 8.33 percent of the year elapsed we have collected 6.7 percent of budgeted revenues and spent 4.6 percent of budgeted expenditures. Sales and use taxes collected in November and booked in January were up 20 percent from 2020 showing a slight decrease of flattening of our experience of nearly 30 percent last year. Nevertheless, total sales and use taxes collected in January are up 18 percent from budget. Expenditures in the General Fund exceeded revenues by \$18,704 for the month of January. This loss will be recovered when property tax payments of approximately \$47,000 are booked in March. Water Fund revenues exceeded expenditures by \$5,099 for the month of January. Wastewater Fund revenues exceeded expenditures by \$19,545 in the month of January. Golf Course Fund revenues exceeded expenditures by \$68,681 for the month of January due primarily to \$61,059 in preseason sales. The golf course was closed in January but reopened the first of February. There were no expenditures from the Capital Improvement Fund or the Conservation Trust Fund in January.

Recess Regular Meeting: Mayor Hanson recessed the Regular Meeting at 5:44 p.m. Mayor Pro Tem Michael recused herself and logged off of the meeting.

Public Hearing: Fermented Malt Beverage Liquor License: CR Brown Transport DBA Go-Fer Foods

- a. **Open Public Hearing:** Mayor Hanson opened the Public Hearing at 5:44 p.m.
- b. **Staff Presentation & Recommendation:** Kami presented the liquor license application.
- c. **Applicant Presentation:** Jason Farrington with Go-Fer Foods spoke to the Board. He said customers at the store have repeatedly asked for the service.
- d. **Trustee Comments/Questions:** Trustee Howe asked if staff was required to be trained in liquor sales; Mr. Farrington said all staff is being trained by state training models. Trustee Howe noted it would be nice to see the store add additional gas pumps added; Mr. Farrington said his company is looking into adding other pumps possibly.
- e. **Public Comment:** Bob Michael, owner of Mesa Liquors, submitted a letter of opposition. Mr. Michael also spoke to the Board and reiterated the points in his letter and noted that the traffic congestion issue was his largest concern. Mr. Michael said he withdrew his objection to the license approval. Trustee Weissner noted she did not want to see local businesses hurt with the competition and asked Mr. Michael to address how much of his sales are from beer; Mr. Michael said when the FMB license to Cedaredge Foodtown was approved, his store lost about 48 percent of beer sales. He said there would certainly be ramifications to his business if the Go-Fer license was approved, but he reiterated that he withdrew his objection, as long as the Town balances the needs of the overall business community. Trustee Howe noted the store would serve mainly its customers and said it is rare to see convenience stores that do not sell beer. Trustee Weissner noted that if they begin advertising sales of beer it would further take away business from the other liquor licensees. She asked if the Town could require the store minimize advertising; other Board members did not support that suggestion. Mr. Farrington said his company is locally-owned; his company has been operating in Town for more than 40 years. He reiterated that the store will only have two cooler doors of selection and will only carry the top three beers and won't have the wide selection that's available in other stores. He said he didn't think the Cedaredge community would make Go-Fer their destination liquor store since they won't carry a wide selection. He reiterated his customers repeatedly ask for the service.
- f. **Close Public Hearing:** Mayor Hanson closed the Public Hearing at 6:07 p.m.

Reconvene Regular Meeting: Mayor Hanson reconvened the Regular Meeting at 6:07 p.m.

Fermented Malt Beverage Liquor License: CR Brown Transport DBA Go-Fer Foods: Trustee Udd moved and Trustee Brown seconded to approve the Fermented Malt Beverage Liquor License for Go-Fer Foods.

Roll Call Vote: Voting ‘aye’ were Mayor Hanson and Trustees Atkinson, Brown, Howe, Udd and Weissner; no Trustees voted ‘nay.’ Motion passed unanimously and the FMB Liquor License was approved.

Mayor Pro Tem Michael rejoined the meeting at 6:12 p.m.

Amended Serving Hours for Creekside on 65: Creekside on 65 manager Codi Nelson submitted a letter requesting the Board consider amending her serving hours so the restaurant can serve alcohol during their regular hours of operation. Ms. Nelson also submitted a petition signed by customers who support the change in service. School District Superintendent Caryn Gibson submitted a letter supporting the change. Trustee Brown noted she voted against the change at the last meeting, but given the addition of recreational marijuana soon coming to Town, the restaurant should be allowed to serve. Trustee Udd noted that with Ms. Gibson’s reversal of her objection and given the large number of customers signing a petition, he also reversed his earlier vote. Trustee Weissner said she would like to table the vote until the impending safety additions by the school could be clarified. Trustee Howe asked if kids were outside adjacent to the restaurant; it was noted the kids are behind the school during recess times. Mayor Pro Tem Michael noted that many customers of the restaurant park in the school parking lot; she agreed with Trustee Weissner that she would like to see the school’s safety plan before she voted as well. Trustee Atkinson noted that while school is in session, the kids are either in the school building or in a fenced yard.

Trustee Howe moved and Trustee Brown seconded to amend the serving hours for Creekside on 65.

Roll Call Vote: Voting ‘aye’ were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Brown, Howe and Udd; Trustee Weissner voted ‘nay.’ Motion passed 6-1 and the serving hours for Creekside on 65 were amended. After the vote, Trustee Weissner noted she was not opposed to the issue, but had hoped to hear more from the school before the vote was taken.

Doug & Carolyn Payne Couples Pass Deferment: Mr. and Mrs. Payne purchased a couples golf pass for 2021. Mr. Payne sustained an injury in December 2020 that will leave him unable to play golf for much of 2021. Mr. Payne submitted a letter to the Board asking that the 2021 Couples Pass be rolled into 2022.

Trustee Howe moved and Trustee Brown seconded to roll the Paynes 2021 Couples Golf Pass to 2022. Trustee Udd noted that the Town should have a policy in place to handle these situations in the future. Trustee Atkinson noted a prorated refund policy would be best.

Roll Call Vote: Voting ‘aye’ were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Brown, Howe, Udd and Weissner; no Trustees voted ‘nay.’ Motion passed unanimously and the Paynes golf pass will be credited to 2022.

Memorandum of Understanding: Victim’s Advocate Services: The MOU outlines an agreement with the Delta County Coroner, Hotchkiss Marshall’s Office, Paonia Police

Department and Cedaredge Police Department for shared Victim's Advocate services. The Town is required by law to provide victim's advocate services. Mayor Pro Tem Michael moved and Trustee Weissner seconded to approve the Memorandum of Understanding.

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

Ordinance 2021-01: TDS Franchise Fees: The Ordinance outlines the franchise agreement with TDS Telecomm. Trustee Udd moved and Trustee Weissner seconded to approve Ordinance 2021-01.

Roll Call Vote: Voting 'aye' were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Brown, Howe, Udd and Weissner; no Trustees voted 'nay.' Motion passed unanimously and Ordinance 2021-01 was approved.

Resolution 10-2021: DOLA EIAF Grant for WWTF Dewatering: The Resolution supports a grant application to DOLA for funds to assist in purchasing a dewatering system for the Town's wastewater treatment facility. Trustee Weissner moved and Trustee Atkinson seconded to approve Resolution 10-2021.

Roll Call Vote: Voting 'aye' were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Brown, Howe, Udd and Weissner; no Trustees voted 'nay.' Motion passed unanimously and Resolution 10-2021 was approved.

Upcoming Work Session and/or Board Meeting Discussion Topics: Mayor Hanson noted some upcoming Work Sessions on capital projects and water, and noted the Board may have a retreat as well. Trustee Weissner asked for a meeting for golf course policies and building and land use codes. Trustee Udd said he was concerned about the consideration to rewrite the IGA with Delta County addressing the Growth Management Area; he noted some of the residents in the Deer Creek Village area are concerned. Trustee Howe said a retreat should happen first so the Board can prioritize discussion topics.

Executive Session: Mayor Hanson stated the purpose of the Executive Session: Pursuant to C.R.S. 24-6-402(4)(b): *Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions.* Topic: Partners Golf Tournament. Mayor Hanson moved and Trustee Weissner seconded to move into Executive Session. The Board entered into Executive Session at 6:39 p.m.

The Regular Meeting was reconvened at 7:12 p.m.

Executive Session: Mayor Hanson stated the purpose of the two Executive Sessions: Pursuant to C.R.S. 24-6-402(4)(b): *Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions.* Topic: Conditional Use Permit; and pursuant to C.R.S. 24-6-402(4)(f)(I): *Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter*

involves more than one employee, all of the employees have requested an open meeting.

Topic: Town Administrator Performance Evaluation. Trustee Weissner moved and Trustee Atkinson seconded to move into Executive Session. The Board entered into Executive Session at 7:12 p.m.

Reconvene Regular Meeting: Mayor Hanson reconvened the Regular Meeting at 8:28 p.m.

Action Regarding Conditional Use Permit: Trustee Weissner moved and Trustee Atkinson seconded to table this matter.

Roll Call Vote: Voting 'aye' were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Brown, Howe, Udd and Weissner; no Trustees voted 'nay.' Motion passed unanimously and the Conditional Use Permit issue was tabled.

Action Regarding Town Administrator: Trustee Weissner moved and Mayor Pro Tem Michael seconded to allow Mayor Hanson to authorize a COLA and merit raise for Administrator Brinck.

Roll Call Vote: Voting 'aye' were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Brown, Howe, Udd and Weissner; no Trustees voted 'nay.' Motion passed unanimously.

Mayor Hanson adjourned the meeting at 8:36 pm.

Respectfully Submitted,

Kami Collins
Town Clerk

Town of Cedaredge Board of Trustees
Special Meeting
Record of Proceedings
February 25, 2021

The Town Board of Trustees met for a Special Meeting on February 25, 2021 via Zoom webinar. The meeting notice was posted in the designated area at Cedaredge Town Hall at least 24 hours prior to the meeting in accordance with the Sunshine Law. All documents included in these minutes by reference are available for review at Cedaredge Town Hall.

Call to Order: Mayor Hanson called the meeting to order at 5:01 pm. Mayor Pro Tem Michael led the Pledge of Allegiance.

Roll Call: Present were Mayor Raymond F. Hanson, Mayor Pro Tem Michael and Trustees Jim Atkinson, Cathy Brown, Charlie Howe, Richard Udd and Heidi Weissner; Town Administrator Greg Brinck; and Town Clerk Kami Collins.

Constituent Time: Renee Grossman from High Q spoke and said changing the provision to disallowing the license to be sold after three years is prohibitive; she suggested one year is more appropriate.

Mayor Hanson asked if any Board member wanted to address Ms. Grossman's comments. Trustee Weissner said she disagreed with Ms. Grossman and that three years is fair. Trustee Udd said the Board would have the option to waive the three years; Attorney Viner said the Board would only be allowed to do that if that language was built into the Title 11 Code. Trustee Weissner said she would support adding that language 11.02.080 B to add a good cause waiver. Trustee Atkinson said he agreed with Ms. Grossman that three years is too long; he suggested a compromise of 18 months. Trustee Brown agreed with 18 months. Trustee Howe suggested two years.

Ordinance 2021-02: Adding Title 11 to Cedaredge Municipal Code: The Ordinance adds Title 11 to the Cedaredge Municipal Code, permitting retail and medical marijuana sales within the Town of Cedaredge. Trustee Udd noted that the specific information for the traffic study was left out; the Board noted the specifics would be added to the Land Use Development Regulations and not to Title 11. Trustee Udd asked about 11.02.010 E 12, if "proof" should instead be "certify;" the Board and Ms. Viner agreed.

Trustee Weissner moved and Trustee Udd seconded to approve Ordinance 2021-02 with some typo and grammatical corrections.

Roll Call Vote: Voting 'aye' were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Howe, Udd and Weissner; Trustee Brown voted 'nay.' Motion passed 6-1 and Ordinance 2021-02 was approved.

Resolution 11-2021: Approving Marijuana Forms & Fees: The Resolution adopts the Marijuana License Application, the Marijuana Fee Schedule, and the Point & Weight Worksheet.

Trustee Weissner moved and Trustee Atkinson seconded to approve Resolution 11-2021 with a typo correction and with the addition of allowing Administrator Brinck to add language to the application regarding the applicant certification.

Roll Call Vote: Voting ‘aye’ were Mayor Hanson, Mayor Pro Tem Michael and Trustees Atkinson, Howe, Udd and Weissner; Trustee Brown voted ‘nay.’ Motion passed 6-1 and Resolution 11-2021 was approved.

Municipal Appointments: The Town received a letter from our alternate judge Bruce Joss who indicated interest in being appointed as judge. Judge French has been the Town’s municipal judge for 6-8 years. Administrator Brinck said the Board has the option of opening up the position to other candidates, including Mr. Joss. Chief Roberts said Judge French has been a good judge to work with and suggested change for the sake of change is not a good policy. Mayor Hanson said first the Board needs to speak with Judge French to see if he is still interested in serving as Municipal Judge and then go from there. Mayor Hanson said both Mr. French and Mr. Joss are excellent judges for the Town. Trustees Udd, Howe and Weissner agreed with Mayor Hanson; Trustee Atkinson said he would like the opportunity to interview both men. Trustee Atkinson mentioned there has been a long-standing enforcement issue on West Main and questioned if the Municipal Judge had anything to do with it; Mayor Hanson indicated it was an ongoing issue with Code Enforcement. Administrator Brinck cautioned the Board about speaking specifically about this issue, as it was not on the agenda. Mayor Hanson said the particular issue would be better discussed in Executive Session. Administrator Brinck said it would be best practice for the Board to open up the job for any interested candidate to apply instead of just the two current judges. The Board agreed to open up the job to all interested candidates; Mayor Hanson and Administrator Brinck will work on advertising the position.

Mayor Hanson adjourned the meeting at 5:50 pm.

Respectfully Submitted,

Kami Collins
Town Clerk

**Points of Interest 02/28/2021 Financial Statements
Prepared by Tammy Francis, Finance Director**

With 16.67% of the year elapsed we have collected 11.7% of budgeted revenues and spent 8.3% of budgeted expenditures. Cash in US Bank general checking is \$407,671.68, cash in Bank of Colorado general checking is \$264,806.15, cash in C-Safe Investment Pool is \$697.31, cash in ColoTrust General Investment Pool is \$1,752,029.66, cash in Xpress Bill pay is \$26,115.48, cash in Major Street Improvement reserved checking is \$64,599.24, and cash in ColoTrust Major Street Improvement reserved investment pool is \$462,169.40, at the end of February.

GENERAL FUND:

REVENUE

Revenues in the General Fund are 13.7% of budget YTD. Payments for property taxes are due February, April, and June each year. The revenue percentage will increase as collections come in. Revenues exceeded expenditures by \$5,331 for the month of February.

EXPENDITURES

Expenditures in the General Fund are 14.6% of budget YTD.

WATER FUND:

REVENUE & EXPENDITURES

Our revenues in the Water Fund are 5.3% of budget YTD and expenditures are 3.6% of budget YTD. The Water Fund revenues exceeded expenditures by \$18,607 for the month of February.

WASTEWATER FUND:

REVENUE & EXPENDITURES

Revenues in the Wastewater Fund are 14.1% of budget YTD and expenditures are 11% of budget YTD. The Wastewater Fund revenues exceeded expenditures by \$7,435 for the month of February.

GOLF COURSE FUND:

REVENUE & EXPENDITURES

Revenues in the Golf Course Fund are 33.7% of budget YTD and expenditures are 21.5% of budget YTD. Golf Course Fund expenditures exceeded revenues by \$10,507 for the month of February.

CAPITAL IMPROVEMENT FUND (including Major Street Improvements):

REVENUE & EXPENDITURES

Our revenues for the Capital Improvement Fund are 16.3% of budget YTD and expenditures are 0% of budget YTD for the month of February.

CONSERVATION TRUST FUND (LOTTO):

REVENUE & EXPENDITURES

Revenues for the Conservation Trust Fund are 4.3% of budget YTD. Expenditures are 1.6% of budget YTD.

Town of Cedaredge

Feb-21

FUND SUMMARY

Feb-21

2 Months or 16.67% of fiscal year has elapsed

	Current Month		Year 2021			% of Budget
	Actual	Budget	Actual YTD	Ann.Budget		
General Fund						
-Revenues	\$ 117,295	\$ 140,860	\$ 232,374	\$ 1,690,316		13.7%
-Expenditures	\$ 111,964	\$ 140,268	\$ 245,747	\$ 1,683,215		14.6%
Net Rev - Expend	\$ 5,331	\$ 592	\$ (13,374)	\$ 7,101		
Water Fund						
-Revenues	\$ 70,067	\$ 243,232	\$ 154,928	\$ 2,918,784		5.3%
-Expenditures	\$ 51,460	\$ 304,170	\$ 131,223	\$ 3,650,037		3.6%
Net Rev - Expend	\$ 18,607	\$ (60,938)	\$ 23,705	\$ (731,253)		
Wastewater Fund						
-Revenues	\$ 57,212	\$ 71,908	\$ 122,074	\$ 862,900		14.1%
-Expenditures	\$ 49,776	\$ 72,117	\$ 95,093	\$ 865,407		11.0%
Net Rev - Expend	\$ 7,435	\$ (209)	\$ 26,981	\$ (2,507)		
Golf Course Fund						
-Revenues	\$ 40,530	\$ 43,246	\$ 175,125	\$ 518,950		33.7%
-Expenditures	\$ 51,037	\$ 45,227	\$ 116,771	\$ 542,724		21.5%
Net Rev - Expend	\$ (10,507)	\$ (1,981)	\$ 58,354	\$ (23,774)		
Cap. Imp. and (25% S.Tax)						
-Revenues	\$ 28,695	\$ 28,132	\$ 54,978	\$ 337,585		16.3%
-Expenditures	\$ -	\$ 25,850	\$ -	\$ 310,200		0.0%
Net Rev - Expend	\$ 28,695	\$ 2,282	\$ 54,978	\$ 27,385		
Trust Fund (lottery)						
-Revenues	\$ 1,002	\$ 1,942	\$ 1,005	\$ 23,300		4.3%
-Expenditures	\$ 1,014	\$ 5,417	\$ 1,014	\$ 65,000		1.6%
Net Rev -Expend	\$ (11)	\$ (3,475)	\$ (8)	\$ (41,700)		
TOTAL - ALL FUNDS						
-Revenues	\$ 314,801	\$ 529,320	\$ 740,484	\$ 6,351,835		11.7%
-Expenditures	\$ 265,252	\$ 593,049	\$ 589,847	\$ 7,116,583		8.3%
Net Rev - Expend	\$ 49,550	\$ (63,729)	\$ 150,636	\$ (764,748)		

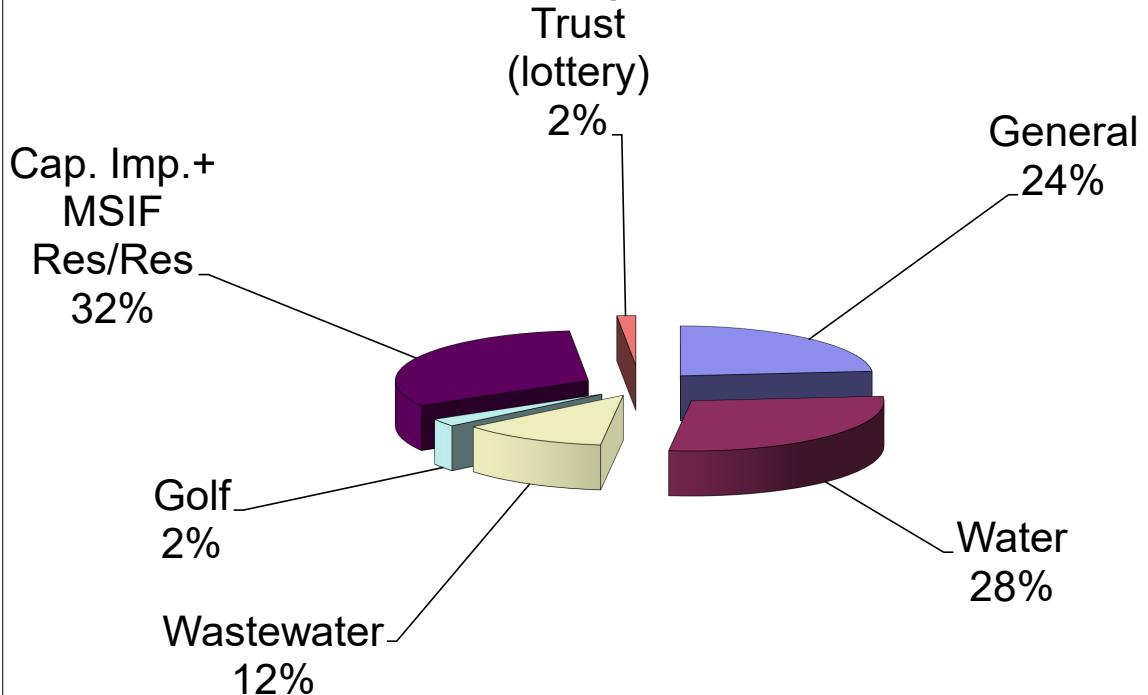
Town of Cedaredge

Feb-21

Cash Allocation (current month)

General	Water	Wastewater	Golf	Cap. Imp.+ MSIF	Res/Res	Trust (lottery)	Total
\$702,462	\$847,345	\$365,632	\$74,687	\$950,616	\$47,112	\$47,124	\$2,987,854
Cash Allocation (last month)							
\$735,398	\$831,645	\$360,578	\$87,613	\$921,921	\$47,124	\$2,984,280	
Change from last month							
(\$32,936.34)	\$15,699.63	\$5,053.44	(\$12,926.28)	\$28,695.28	(\$11.34)		\$3,574.39

Cash Allocation (by Fund) February 2021



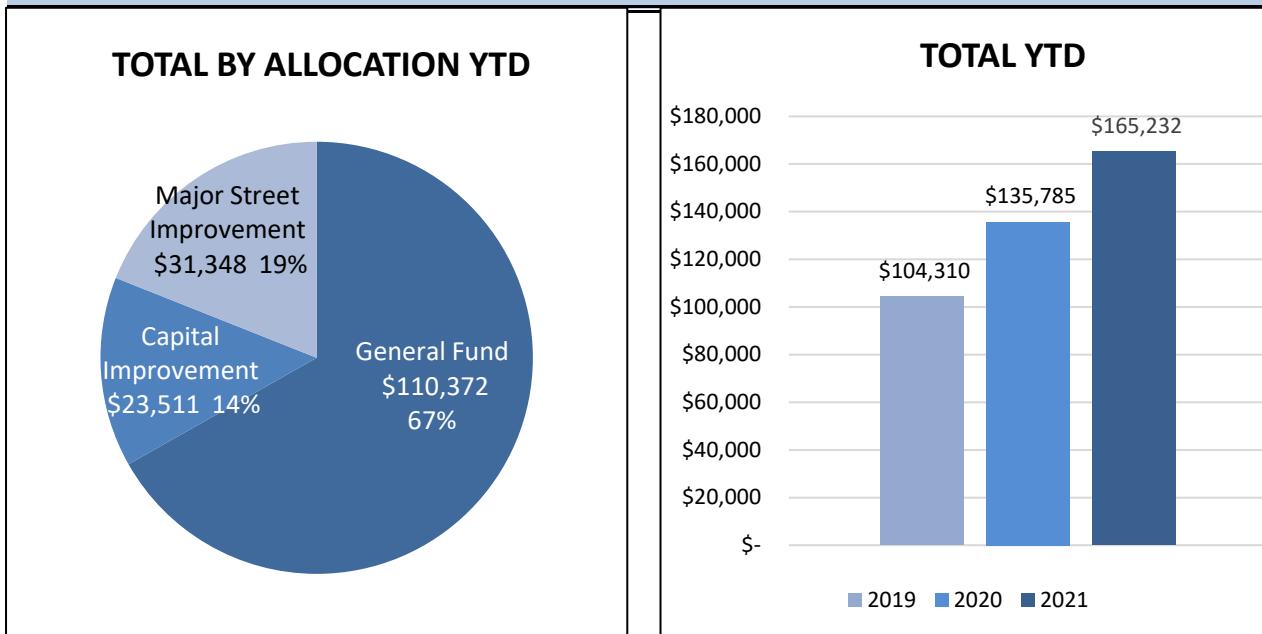
**TOWN OF CEDAREDGE
CASH BALANCES**

Institution	Interest Rate	Period	Monthly Interest	Year to Date Interest	Amount	Percentage of total cash
Colotrust General Investment Pool	0.09%	2/28/2021	\$ 115.62	\$ 279.27	\$ 1,752,029.66	58.64%
C Safe	0.08%	2/28/2021	\$ -	\$ -	\$ 697.31	0.02%
General Checking US Bank		2/28/2021		\$	\$ 407,671.68	13.64%
General Checking Bank of Colorado		2/28/2021		\$	\$ 264,806.15	8.86%
Xpress Deposit Account		2/28/2021		\$	\$ 35,880.62	1.20%
Total Combined Cash Accounts			\$ 115.62	\$ 279.27	\$ 2,461,085.42	82.37%
Colotrust MSIF Investment Pool	0.09%	2/28/2021	\$ 30.48	\$ 71.85	\$ 462,169.40	15.47%
MSIF Reserve/Restricted Checking Account Cash		2/28/2021		\$	\$ 64,599.24	2.16%
Major Street Improvement Fund Reserved/Restricted Cash			\$ 30.48	\$ 71.85	\$ 526,768.64	17.63%
* Reserved until 2023						
TOTAL MSIF Cash					\$ 526,768.64	17.63%
* Reserve restricted until end of 2023						
GRAND TOTAL ALL CASH		2/28/2021	\$ 146.10	\$ 351.12	\$ 2,987,854.06	100.00%

February 2021 YTD Sales & Use Tax Report

The Town of Cedaredge has a sales tax rate of 2%. Of the 2%, 1.125% is allocated to the general fund, 0.375% is allocated to the capital improvement fund and 0.5% is bond restricted for Main Street debt payments in the major street improvement restricted account. Cedaredge also has a special 5% Marijuana Sales Tax allocated to the general fund (no revenue budgeted in 2021). Delta County shares part of the county sales tax and Delta County shares part of the .8% Law Enforcement sales tax with each municipality; this revenue is allocated to the general fund. Total tax collection comes from six main sources 1) General sales including retail and dining. 2) Motor vehicle sales - all vehicles purchased anywhere but registered in Cedaredge. 3) Use tax on construction materials paid at the time of building permit. 4) Share of the County sales tax. 5) Share of the County Law Enforcement sales tax. 6) Special 5% Marijuana sales tax. The following report outlines year to date allocation and compares tax revenues year to date with the previous two years. The monthly budget is what is expected based on the annual budget and the monthly average total sales and use tax revenue during the prior three years.

Tax Type	Source	YTD vs. 2020 Variance
General Sales	Retail, food, etc.	17.4%
Motor Vehicle Sales	Any purchase registered in Cedaredge	33.1%
Use Tax	Construction materials	100.0%
Share of County Sales Tax	All sales subject to county sales tax	12.7%
Law Enforcement Sales Tax	Town's share Cnty sales tax .8% LE	100.0%
Marijuana Sales Tax	Special 5% marijuana sales tax	0.0%
Total		21.7%

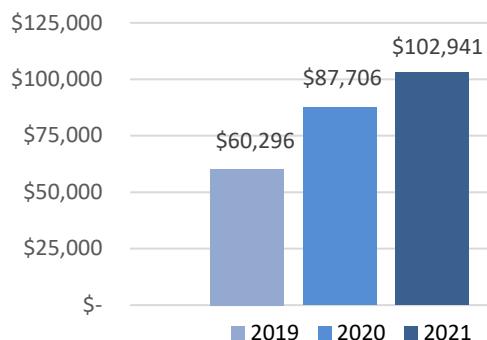


Total Monthly Collection vs. Budget

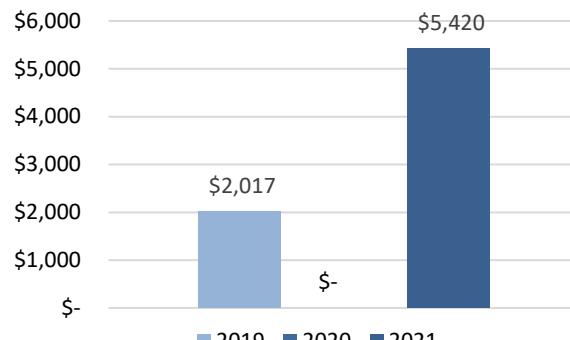
Month	Actual	Budget	Variance (\$)	Variance (%)
January	\$ 78,334	\$ 65,714	\$ 12,621	19%
February	\$ 86,897	\$ 76,656	\$ 10,242	13%
March	\$ -	\$ 86,848	\$ (86,848)	0%
April	\$ -	\$ 84,688	\$ (84,688)	0%
May	\$ -	\$ 98,372	\$ (98,372)	0%
June	\$ -	\$ 96,546	\$ (96,546)	0%
July	\$ -	\$ 107,469	\$ (107,469)	0%
August	\$ -	\$ 108,731	\$ (108,731)	0%
September	\$ -	\$ 108,220	\$ (108,220)	0%
October	\$ -	\$ 116,396	\$ (116,396)	0%
November	\$ -	\$ 110,604	\$ (110,604)	0%
December	\$ -	\$ 110,996	\$ (110,996)	0%
Total	\$ 165,232	\$ 1,171,239	\$ (1,006,007)	16%

February 2021 YTD Sales & Use Tax Report

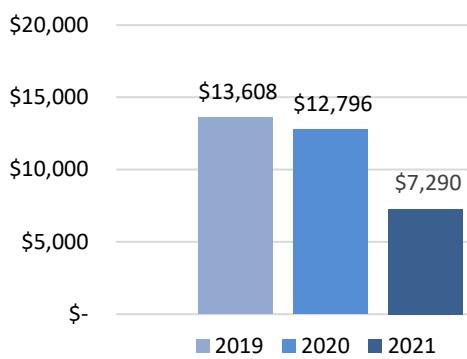
Cedaredge Sales Tax



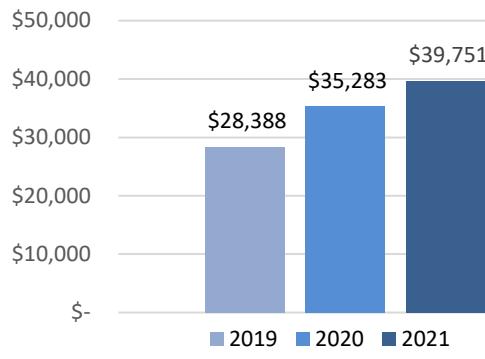
Cedaredge Use Tax



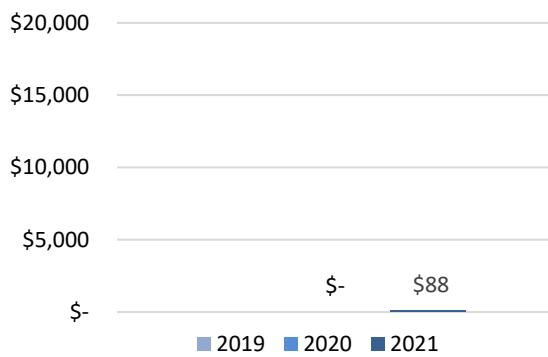
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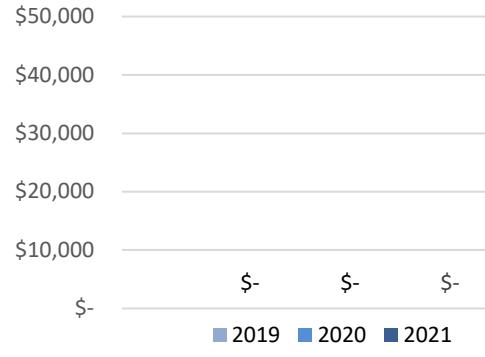
Share of County Sales Tax



Share County's Law Enforcement Tax



Special 5% Marijuana Sales Tax



GARDEN GROUNDS LEASE
Town of Cedaredge

This lease is made between the **Town of Cedaredge**, Colorado, a municipal corporation, herein referred to as "**Lessor**", whose address is PO Box 398, Cedaredge, Colorado 81413, and **Cedaredge Community Garden** whose address is PO Box 831; Cedaredge, CO 81413, **dba Cedaredge Community Garden**, whose physical address is 250 SE High Country Avenue, Cedaredge, CO 81413, herein referred to as "**Lessee**."

Lessor Authorized Staff: All inquiries directed to the Town of Cedaredge about this Lease shall be directed to the Town's authorized personnel, who shall be the Town Administrator, Public Works Director or Park Superintendent.

Lessee hereby leases the below described premises located in the Town of Cedaredge, County of Delta, Colorado: Approximately 12,800 square feet of space located in High Country Park Cedaredge, CO, as described in the attached **EXHIBIT "A"** incorporated by reference herein including: area of influence around the outer parameter of the fencing and shared restrooms, together with all improvements.

Pursuant to this lease, Lessee shall have the exclusive right to provide garden plots and operate a community garden under the Lessee non-profit Articles of Incorporation FID-27-1493306, as attached in "**EXHIBIT "B"**" and Five Year Plan "**EXHIBIT C**" by this reference incorporated herein.

EFFECTIVE DATE OF LEASE TERMS: This agreement shall commence on April 1, 2021 and terminate March 31, 2022. Insurance provisions shall become effective and shall be in full force and effect prior to Lessee being entitled to proceed occupancy of the leased premises.

EQUIPMENT/BUILDINGS: The terms of this lease shall include the following equipment buildings for which the Lessor is the eligible funder and Lessee is totally responsible:

- Irrigation System
- Fencing
- Raised Garden Structures
- Two Storage Sheds
- Front Tined Tiller
- Rear Tined Tiller
- Shredder and
- All past and future improvements funded by the Town of Cedaredge cooperatively or solely through Colorado Trust Funds

LEASE FEE: There is no fee or rent charged to the Community Garden under this lease.

MONTHLY UTILITY CHARGES: Lessee shall be responsible for paying the Town of Cedaredge water utility bill account number 5.2131.0 that provides water solely to the Community Garden. The utility rates are the same as all Town of Cedaredge water users.

AREA OF INFLUENCE: Lessee will be required to provide general maintenance to the area of influence around the outer parameter of the fencing to avoid conflicts with town maintenance practices and Lessee's (gardener's) mandated gardening practices.

RESTROOMS: Restroom availability will be consistent with park operating hours and regular cleaning schedules. In the event the irrigation system to the Skate Park is turned off, the restrooms will not be available. Town staff appreciates your cooperation with notification regarding supplies, damage and potential harm including vandalism.

USAGE: Lessee shall use and occupy the premises for a community garden. Lessee shall, at all times during the Lease, at its own cost and expense, repair, replace, and maintain the demised premises in good, safe, and substantial condition, including the abatement of weeds, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises. Lessee shall neither use nor occupy the demised premises, or any part thereof, for any unlawful, disreputable, or hazardous business purpose, nor operate or conduct business in a manner constituting a nuisance of any kind. Lessee shall immediately, upon discovery of any unlawful, disreputable, or hazardous use, take action to halt such activity.

LESSEE'S COVENANTS: In consideration of the leasing of these premises, the Lessee covenants and agrees as follows:

1. All garden plot applicants will receive consideration without discrimination because of race, color, religion, creed, national origin, gender, marital status, pregnancy, disability or any other protected status.
2. To pay the rent, utilities, equipment and operational charges as provided herein or by contractor;
3. To operate a community garden;
4. The Lessee shall maintain water/irrigation system by repairing leaks and reducing water waste, and to take all reasonable steps to foster conservation of water.
5. To keep all improvements and all buildings and equipment upon said lease premises in good repair, and at the expiration of the lease to surrender and deliver the buildings and equipment in as good order and condition as when the Lessee received possession under this lease, loss by fire, inevitable accident or ordinary wear and tear excepted.
6. To pay all business taxes including without limitation, all sales and excise taxes, and all payroll taxes due to the federal, state and local governments and to wholly indemnify, hold harmless and defend the Lessor from any and all liens or liability as may arise from such business taxes.
7. To obtain and maintain in full force and effect at all times through the term of this lease Products, Premises and Liquor Liability insurance with minimum liability limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, showing the Town as an

Additional Insured party under all policies. The Lessee shall also be required to provide, at no cost to the Lessor, Property Insurance on all or any of Lessee's business or personal property. Lessee shall arrange to deliver to Lessor a current certificate of such insurance which shall also contain a 30-day prior written notice of cancellation provision with notice to be provided to the Town as well as Lessee;

8. To obtain and maintain in full force and effect any and all licenses required for conducting of the garden, and to comply at all times with the rules and regulations of the Colorado Departments of Revenue and Health relating to the gardening and the collection of taxes;
9. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be enforced pertaining to the premises;
10. To pay all personal property taxes assessed and levied against the personal property utilized in conjunction with this lease;
11. The Lessee may replace leased equipment, with documentation for the Lessor. The Lessor will take possession of the equipment removed or replaced. Lessee will be the owner of the replacement equipment, with exception to Section EQUIPMENT /BUILDINGS items listed above. At the time of lease termination, the Lessee can offer replaced equipment to the Lessor at the appraised value. If the Lessor declines the Lessee will remove the equipment.
12. To fully cooperate with authorized Lessor staff to accommodate general operational needs or High Country Park activities.
13. To permit the authorized Lessor staff to inspect the premises and all equipment and other personal property leased hereunder, at any reasonable time. With cause the authorized Lessor staff can request immediate access to inspect the premises at any time.
14. Cooperate with authorized Lessor staff on garden security and emergency access to buildings.
15. Lessor agrees that the leased premises will be closed to general public admittance.

INDEMNIFICATION CLAUSE: Each party hereto will indemnify, defend and hold the other party harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands arising from the conduct of the other party with regard to the possession by Lessee of the Premises and/or on account of any operation or action by Lessor or Lessee and/or from and against all claims arising from any breach or default on the part of the other party, or any act of negligence on behalf of the other party, its agents, contractors, servants, employees, licensees, or invitees, or any accident, injury, or death of any person or damage to any property in or about the Premises.

TOTAL OR PARTIAL DESTRUCTION: TOTAL OR PARTIAL DESTRUCTION: If the Leased Premises shall be partially or totally destroyed by fire or other casualty insurable under full standard fire and extended risk insurance, so as to become partially or totally unusable, the same (unless Lessor shall elect not to rebuild as hereinafter provided) shall be repaired and restored by and at the cost of Lessor

Lessor and Lessee agree to take all reasonable steps to make the proceeds of their respective casualty insurance coverages available to Lessee so that Lessee may fulfill its reconstruction obligations hereunder. Lessor and Lessee additionally agree to take all reasonable steps to mutually assure that the reconstruction proceeds at a rate to minimize any disruption to the garden operations and any related licensing requirements.

If more than one-third (1/3) of the building in which the Leased Premises are located shall be destroyed or damaged by fire or other casualty, and if the unexpired portion of the term of this Lease shall be two (2) years or less at the date of the damage, then Lessor may elect not to repair or rebuild by giving written notice within thirty (30) days after such occurrence of its election to terminate this Lease; otherwise, Lessee shall commence and pursue such reconstruction diligently to completion.

DEFAULT: In the event the fees are not paid when due or if any default shall be made in the performance of any of the agreements contained herein by Lessee, the Lessor shall be entitled to declare this Lease terminated upon thirty (30) days written notice and to enter the subject premises with or without process of law and recover possession of the premises and all permanent improvements thereon and may remove all persons and property from the Leased Premises by force, summary action, or otherwise, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. Provided, however, Lessee shall have the right to cure such non-payment of rent or other performance default(s) within fifteen (15) days after receipt of the written notice. In such event, Lessor shall have no remedy under this paragraph as to any cured defaults, not to affect future remedies as to future defaults.

TERMINATION: This lease will automatically terminate if a new lease is not executed at least 60 days prior to the expiration of this lease. The Lessee may terminate without cause, upon giving Lessor 60 days written notice. Lessor may terminate this lease for breaches of any term of this lease agreement. Lessor may terminate this lease only for legal cause, after first giving Lessee 30-days written notice and an opportunity to cure any default within 15-days.

Upon expiration of this Lease or its earlier termination as provided hereinabove, the Lessee agrees to surrender and deliver the premises peaceably to the Lessor and if Lessee shall remain in possession of the premises after such expiration or termination, the Lessee shall be deemed guilty of unlawful detainer and shall be subject to eviction and removal, with or without process of law. The Lessor shall be reimbursed by Lessee for all costs of retaking of the property including all reasonable attorneys' fees.

RENEWAL: The Lessor shall offer the Lessee a lease renewal opportunity at the conclusion of each lease period before offering the lease to others, unless the lease has been terminated under the terms of the preceding two paragraphs. The Lessor and Lessee shall be obligated to negotiate each lease renewal in good faith and adhere to the legal standard of "reasonableness" in all negotiations.

REMEDIES: If an Event of Default occurs, the Lessor may elect to re-enter, as herein provided, or take possession pursuant to legal proceedings or pursuant to any notice provided for herein, and Lessor may either terminate this Lease, or may from time to time and without terminating this Lease make such alterations and repairs as may be reasonably necessary in order to relet the Premises and relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its reasonable business judgment and discretion may deem advisable. Upon each such reletting all rentals received by Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second to the payment of reasonable costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorneys' fees, and of reasonable costs of such alterations and repairs; third to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder from Lessee. If such rentals received from such reletting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall be liable for the payment of such deficiency to Lessor. Such deficiency shall be calculated and become payable monthly. No such re-entry or the taking of possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease or to accept a surrender thereof unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any Event of Default, in addition to any other remedies it may have, it may recover from Lessee the reasonable cost of recovering the Leased Premises. Any reletting shall be done in such reasonable and commercially prudent manner as Lessor may deem proper. Lessee agrees that this lease is a lease of property and that a debtor in possession and/or trustee in bankruptcy acting pursuant to the provisions of the revised bankruptcy code, may assume this lease only if, in addition to such other conditions of this lease and of applicable law, said debtor in possession/trustee shall provide Lessor with such written assurances of future performance as are acceptable to Lessor. Any closing of Lessee's business or alteration in the size of the premises, by said debtor in possession/trustee shall be deemed to be a material disruption in the Lessee mix and balance of the Property.

ALTERATIONS: Lessee shall not, without first obtaining the written consent of Lessor, make any alteration, additions or improvements to the leased premises. Such approved alterations, additions, or improvements shall become part of the leased premises without regard to whether the alterations, etc. are paid by the Lessor or the Lessee. No provision within this lease shall prohibit the parties hereto from entering into any outside agreement covering the conditions of approval for any alterations by the Lessor. The Lessee hereby agrees to hold the Lessor harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, additions, or improvements.

MECHANICS' LIENS: Lessee shall promptly pay its contractors and materialmen for all work done and performed for Lessee, so as to prevent the assertion or imposition of liens upon or against the Leased Premises, and should any such lien be asserted or filed, Lessee shall bond

against or discharge the same within thirty (30) business days after receipt by Lessee of written request by Lessor.

LOSS AND DAMAGE: Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Leased Premises, or from the pipes, appliance failure or plumbing works, or from the roof, street or subsurface, or from any other place, or by dampness or by any other cause of whatsoever nature, and whether originating in the Leased Premises or elsewhere, unless the same be caused by the negligent act or negligent failure to act of Lessor, or Lessor's agents, representatives, employees, or others in privity with Lessor. The terms of this paragraph notwithstanding, Lessor shall not be liable by way of subrogation if the claim is barred or waived under the waiver of subrogation provisions of this Lease. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of the Lessee only, and Lessee hereby holds Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier, a waiver of which shall be obtained in advance by Lessee.

NOTICE BY LESSEE: Lessee shall give reasonable notice to Lessor in case of fire or accidents, or of defects in the Leased Premises or in the building of which the Leased Premises are a part.

ATTORNEYS FEES, COSTS AND BINDING EFFECT: Should either party to this agreement be forced to take steps to enforce the terms of this agreement, the prevailing party shall be reimbursed for all costs incurred in enforcing the terms of this agreement, including reasonable attorney fees. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives and assigns.

SURRENDER OF PREMISES: At the expiration of the tenancy hereby created, Lessee shall peaceably surrender the Leased Premises, including all alterations, additions, improvements, and repairs made thereto (but excluding, without limitation, all trade fixtures, decorations, hoods, furniture, equipment, signs, and other personal property, installed by Lessee), clean and in good condition and repair, reasonable wear and tear, and damage by casualty, excepted. Lessee shall remove all its trade fixtures and any of its other property not required to be surrendered to Lessor before surrendering the Premises, and shall repair any damage to the Leased Premises caused by such removal. Any personal property remaining in the premises thirty (30) days after the expiration of the Lease period shall be deemed abandoned by Lessee and Lessor may claim the same and shall in no circumstances have any liability to Lessee therefore.

NOTICES: Any notice by Lessee to Lessor must be served either:

- A. by certified mail, postage prepaid, addressed to Lessor at the place designated for the payment of rent, or at such other address as Lessor may designate from time to time by written notice; or
- B. by personal service upon Lessor at such address; or

- C. by nationally recognized overnight courier service to such address; or
- D. by facsimile transmission to the facsimile number provided to Lessee in writing.

Until otherwise notified in writing, Lessee shall pay all rent reserved herein and all other sums required under this Lease at, and the information for notice is:

Town of Cedaredge; PO Box 398; Cedaredge, CO 81413

Any notice by Lessor to Lessee must be served either:

- A. by certified mail, postage prepaid, addressed to Lessee at the mailing address PO Box 831, Cedaredge, CO 81413 or to Lessee's authorized representative, or at such other address or addresses as Lessee may designate from time to time by written notice to Lessor; or
- B. by personal service on Lessee at said addresses; or
- C. by nationally recognized overnight courier service to such addresses; or
- D. by email transmission to the email address provided to Lessor in writing.

Notice via certified or registered mail shall be deemed delivered the earlier of actual delivery or three (3) days after deposit in the mail as described above. Notice by personal service shall be deemed delivered upon actual receipt. Notice by nationally recognized overnight courier service shall be deemed delivered the earlier of actual delivery or two (2) days after deposit with the courier service. Notice by facsimile shall be deemed delivered on the date transmitted if transmitted before 12 noon; otherwise, on the next regular business day after the date of transmission. A business day for the purpose of this Lease means any day other than Saturday, Sunday or the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

ENTIRE AGREEMENT: The Lease and the Exhibits set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. All prior communications, negotiations, arrangements, representations, agreements and understandings, whether oral, written or both, between the parties hereto, and their representatives, are merged herein and extinguished, this Lease superseding and canceling the same. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed by the party against which such subsequent alteration, amendment, change or modification is to be enforced. Notwithstanding the provisions of this Paragraph to the contrary, Lessor and Lessee acknowledge and agree to abide by a Memorandum of Understanding between Lessor and Lessee executed concurrent with the

execution of this lease pertaining to certain improvements to the premises and joint marketing by Lessor and Lessee. Lessor and Lessee further acknowledge Ordinance 2013-04 pending before the Town Trustees in March 2013, pertaining to authorization of a five (5) year lease option.

HAZARDOUS MATERIALS: Lessee will not store, use, or dispose of any hazardous, toxic, corrosive, explosive, reactive or radioactive matter in, on, or about the Premises or the Property. Lessee will comply with all applicable environmental laws and permitting requirements impacting the operations on the Leased Premises. Lessee shall indemnify and hold harmless the Lessor from any claims or actions, including, without limitation, costs, reasonable attorneys' fees and costs of remediation, arising out of Lessee's use, storage disposal of toxic or hazardous materials on or in the Leased Premise.

ASSIGNMENT OR TRANSFER OF LEASE: The lease is not assignable or transferrable without the prior written consent of Lessor, in its sole discretion. Consent shall not be unreasonably withheld.

NO PARTNERSHIP OR OTHER ASSOCIATION: Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business or otherwise or joint venturer or a member of a joint enterprise with Lessee.

AUTHORITY: The undersigned Lessor and Lessee hereby states and represents that he or she is duly authorized to enter into contractual relationships and bind the corporate entity.

Lessor:
Town of Cedaredge

PO Box 398
235 W Main Street
Cedaredge, CO 81413
v 970-856-3123
f 970-856-7292

www.cedaredgecolorado.com
manager@cedaredgecolorado.com

Authorized Contact: Greg Brinck

Approved this 18th day of March 2021
by the Board of Trustees.

Lessee:
Cedaredge Community Garden

Mailing Address: PO Box 831
Site Address: 250 SE High Country Ave.
City, State and ZIP: Cedaredge, CO 81413
Telephone: 970-856-4348

www.highcountrygardens.com/ccg

Authorized Contact:

Approved this ____ day of March 2021
by the Cedaredge Community Garden

By _____
Raymond F. Hanson, Mayor

By _____
President

Print Name: _____

Attest _____
Kami Collins, Town Clerk

By _____
Secretary

Print Name: _____

EXHIBIT A

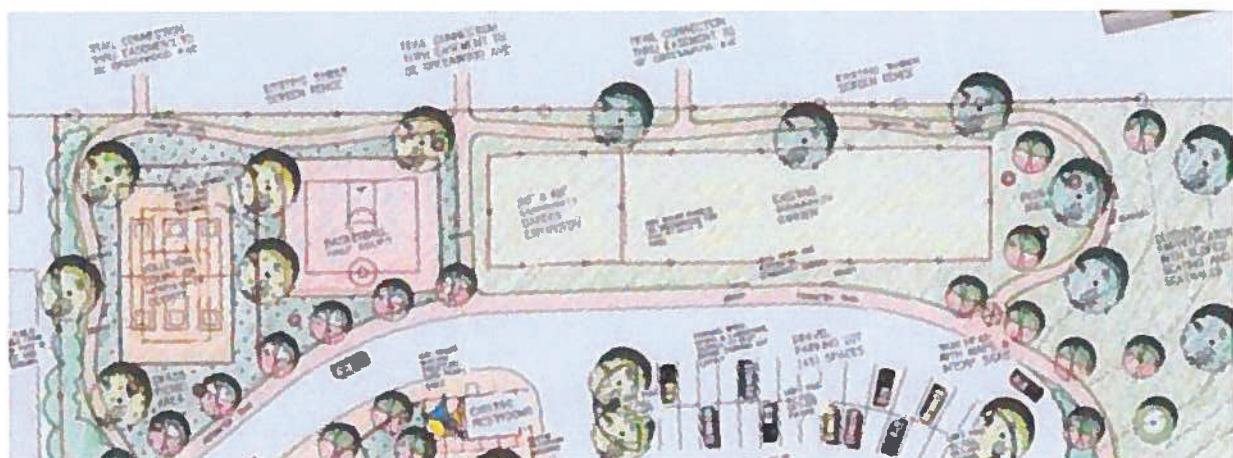
Garden Grounds Lease
250 SE High Country AVE
Cedaredge, Co 81413

High Country Park Master Plan w/Garden Grounds

Aerial Image of existing and proposed Garden Grounds

EXHIBIT A

Garden Grounds Lease
250 SE High Country AVE
Cedaredge, Co 81413



High Country Park Master Plan w/Garden Grounds



Aerial Image of existing and proposed Garden Grounds

Exhibit A (continued)
Alternative fence construction detail

The alternative fence construction, shown in the following figure, is designed to accommodate a potential Garden information and education center.

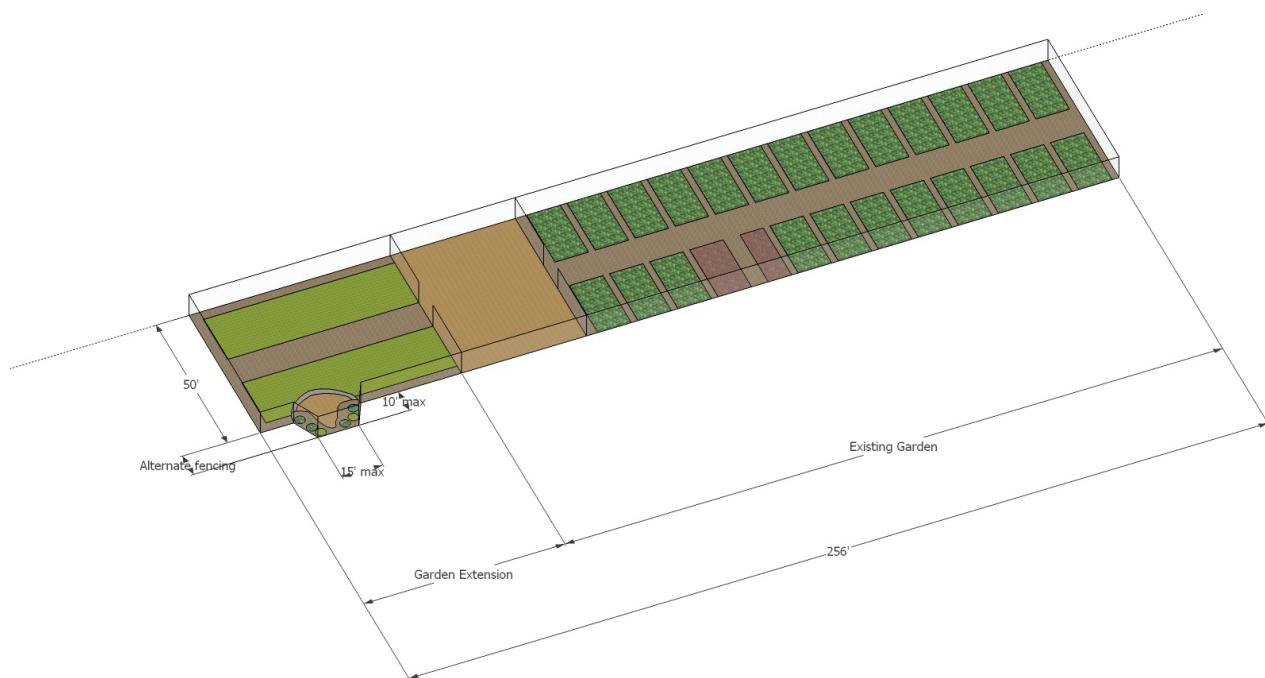


EXHIBIT B

P. 1 of 6

Cedaredge Community Garden Articles of Organization (Approved 5-7-10) FEIN 27-1493306

Table of Contents:

Article I: Name, address and location of Cedaredge Community Garden.

Article II: Purpose Statement

Article III: Limits of Powers and Activities

Article IV: Membership eligibility

Article V: Organization and Duties of Officers

- a) titles of officers
- b) Duties of President
- c) Duties of Vice President
- d) Duties of recording clerk
- e) Duties of Treasurer

Article VI: Nominations, elections and vacancies

- a) Nomination committee and process
- b) Term of office
- c) Elections
- d) Vacancies

Article VII: Meetings, call and quorum

- a) Meetings
 - 1. Eligibility
 - 2. Meeting dates and how set
 - 3. Minimum meetings and special meetings
- b) Call - meeting notices and communications
- c) Quorum requirement

Article VIII: Fiscal Policy and Dissolution clause

- a) Fiscal year dates
- b) Financial review
- c) Dissolution clause
- d) Fiscal support

Article IX: Amending Articles of Organization or Bylaws

Article X: Hold Harmless Clause

- a) Liability Insurance
- b) Liability statement
- c) Good faith statement
- d) Release of liability for accident, loss, theft

**Cedaredge Community Garden
Articles of Organization (Approved 5-7-10)
FEIN 27-1493306**

ARTICLE I: Name and address

The name of this association shall be "The Cedaredge Community Gardens Association". The mailing address is P.O. Box 831, Cedaredge, CO 81413
Physical location: 250 SE. High Country Avenue, Cedaredge CO 81413

ARTICLE II: Purpose Statement:

The purpose of the Cedaredge Community Garden Association is to build community by creating an organic community garden or gardens, and to help preserve the agricultural history of the Surface Creek Valley, as guided by sound, scientific horticultural practices appropriate to our region. To that end we choose to use sustainable organic gardening methods, encourage wise use of water, and develop a strong partnership with the natural world as we grow produce that nourishes our members and the community.

ARTICLE III: Limits of powers and activities

The Cedaredge Community Gardens Association shall have and may exercise all the rights and privileges assigned by the town of Cedaredge Trustee's, as well as activities enacted by the board of directors with the support of the membership.

ARTICLE IV: Membership eligibility

(a): Membership in the Cedaredge Community Garden shall be open to residents of the Upper Surface Creek Valley, in the 81413 zip code area.

Cedaredge Community Garden Articles of Organization (Rev. 5/7/10)
FEIN#27-1493306

ARTICLE V: Organization and duties of officers

(a): The officers of the Cedaredge Community Gardens Association shall be members of the garden organization and consist of the following:

President

Vice President

Recording Clerk

Treasurer

(b) The President shall preside at all meetings of the Cedaredge Community Gardens Association. The president will also appoint committees as necessary to carry out various functions, and will sign for authorized disbursements in addition to the secretary or treasurer.

(c): The vice president will assist the president and, in the president's absence, perform such duties as are ordinarily incumbent upon the president. The vice president shall also be in charge of forming the nominating committee.

(d): The recording clerk shall maintain records of membership, the names and addresses and telephone numbers of all association members and the number or numbers of the garden plots assigned to him/her. The recording clerk must make and retain a copy of the minutes of all meetings of the association and communicate these by email to the members. The recording clerk shall assign all garden plots and maintain a plot map.

(e): The treasurer shall be responsible for the collection of all monies, the payment of all outstanding bills, and the keeping of accurate records of monies collected and disbursed, and shall give a report of same at every meeting of the association.

Cedaredge Community Garden Articles of Organization (Rev.5/7/10)
FEIN#27-1493306

ARTICLE VI: Nominations, elections and vacancies

(a): The nominating committee shall be three members, including the immediate past president, and two other members chosen by the vice president, one of who shall be a current officer of the association. Each year this committee shall prepare a slate of one candidate for each office and present it at the Annual Meeting of the Cedaredge Community Gardens Association on the first Saturday in February. Additional nominations can be made by any member in good standing at the Annual Meeting. However, nominees must be contacted beforehand as to their willingness to serve, if elected.

(b): Term of office: All officers shall hold office for not less than one or more than five years or until their successors are elected

(c): Elections: Where there is but one candidate for an office, an election may be by voice vote. If there is more than one candidate, a written ballot shall be used. Majority vote of the membership present at the Annual Meeting shall elect.

(d): Vacancies: In case of a vacancy of the position of President, the vice president shall assume the office of president until the nominating committee finds a replacement. Vacancies in other offices shall be filled by appointment by the president and approved at the next possible association meeting.

ARTICLE VII: Meetings, call and quorum requirements

(a): Meetings:

1. All meetings shall be open to the public at large. Only gardeners with the Cedaredge Community Garden plots may vote as specified in Article IV (b).
2. The Annual Meeting date of the Cedaredge Community Gardens Association shall be the determined by the association.

Cedaredge Community Garden Articles of Organization (Rev.5/7/10)
FEIN#27-1493306

3. There shall be a minimum of two meetings of the Cedaredge Community Gardens Association per year, the Annual Meeting and the Spring Meeting. Special meetings may be called at any time for good reason by any member who is assigned a plot by contacting the vice president.

(b): Call:

Notice of meetings in section VII (c) will be communicated at least two weeks before the meeting, and the recording clerk will notify each member by either phone or email. Special meetings shall be called with no less than one week's notice.

(c): Quorum:

A quorum will be 51% of the members who have garden plots, and will be required to pass, amend or change any rule, regulation or bylaw. If a quorum is not present and business must be addressed, then, by a vote of two thirds of those present, the 51% rule may be suspended so that business may be conducted.

ARTICLE VIII: Fiscal policies and dissolution clause

(a): The fiscal year of the Cedaredge Community Gardens Association shall begin January 1st and end December 31st.

(b): The financial affairs of the Cedaredge Community Gardens Association shall be reviewed at least annually by the entire membership at the Annual Meeting.

(c): Should this association disband, all assets shall be assigned to a non-profit association, preferably a local or regional Food Bank or soup kitchen

(d): Support for this association may include donations of money and grants as well as in-kind donations of labor, equipment and gardening materials.

Cedaredge Community Garden Articles of Organization Rev.5/7/10
FEIN#27-1493306

ARTICLE IX: Making amendments to articles of organization or bylaws

These articles and/or the bylaws may be amended or revised at any regular meeting at which a quorum is present, by a two-thirds vote of those present and voting so long as the amendment is consistent with the provisions of these bylaws.

Article X: Hold Harmless clause

- (a): The Community Garden has and will continue to keep a liability insurance policy as required by the Town of Cedaredge.
- (b): Members of the Cedaredge Community Gardens Association agree NOT to hold the town of Cedaredge, the landowner or any other member of the association liable if any accident may happen to a member when he/she is in any Cedaredge Community Garden area.
- (c): All activities pertaining to or engaged in or around the gardens shall be done in good faith.
- (d): The Cedaredge Community Gardens Association, other assigned landowners, and the town of Cedaredge assume no responsibility for any accident, personal injury or loss or theft of materials within the garden premises.

Appendix A: Cedaredge Community Garden Conflict of Interest Policy

Article I

Purpose

The purpose of the conflict of interest policy is to protect the Cedaredge Community Garden organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II

Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures

1. Duty To Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing The Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary corrective action.

Article IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V

Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII

Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII

Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are

1. The Cedaredge Community Gardens Association

Bylaws, Rules and Regulations Membership Application

ARTICLE I NAME

The name of this association shall be "The Cedaredge Community Gardens Association"

ARTICLE II OBJECTIVE

The objective of this organization shall be to (1) promote interest in, (2) to beautify and (3) to set rules for and regulate the Cedaredge Community Garden.

ARTICLE III LIMITS OF POWERS AND ACTIVITIES

The Cedaredge Community Gardens Association shall have and may exercise all the rights and privileges assigned by the Cedaredge Trustee's.

ARTICLE IV MEMBERSHIP

The membership in the organization shall be open to any person interested in furthering the purposes of the Cedaredge Community Gardens Association and subscribing to its bylaws. HOWEVER only the members who are actually working a community garden plot shall have a vote. There shall be only one vote per plot.

ARTICLE V ORGANIZATION

The officers of the Cedaredge Community Gardens Association shall consist of the following:

**President
Vice President
Secretary
Treasurer**

**The President shall preside at all meetings of the Cedaredge Community Gardens Association, and shall be responsible for communication to and recognition of members. The president will also appoint committees as necessary to carry out various functions, and will sign for authorized disbursements in addition to the secretary or treasurer. **

The vice president will assist the president and, or in the president's absence, perform such duties as are ordinarily incumbent upon the president. The vice president shall also be in charge of forming the nominating committee.

The secretary will maintain records of membership, containing the names and addresses and telephone numbers of all association members and the number or numbers of the garden plots assigned to him/her. In addition, the secretary must make and retain a copy of the minutes of all meetings of the association.

The duties of the treasurer shall include the responsibility for the collection of all monies, the payment of all outstanding bills, and the keeping of accurate records of monies collected and disbursed, and shall give a report of same at every meeting of the association. The treasurer shall assign all garden plots and collect proper fees.

ARTICLE VI

NOMINATIONS, ELECTIONS AND VACANCIES

Section A - Nominations; The nominating committee shall be three members, including the immediate past president, and two other members chosen by the vice president, one of who shall be a current officer of the association. Each year this committee shall prepare a slate of one candidate for each office and present it at the Annual Meeting of the Cedaredge Community Gardens Association. Additional nominations can be made by any member in good standing at the Annual Meeting. However, nominees must be contacted beforehand as to their willingness to serve, if elected.

Section B - Term of office: All officers shall hold office for not less than one or more than five years or until their successors are elected. In the event that any office becomes vacant, for any reason, the nominating committee shall fill the vacancy. The vice president shall fill the office until a new officer is chosen.

Section C - **Elections:** Where there is but one candidate for an office, an election may be by voice vote. If there is more than one candidate, a written ballot shall be used. Majority vote of the membership present at the Annual Meeting shall elect.

ARTICLE VII

MEETINGS, CALL AND QUORUM

Section A - Meetings:

- (1) All meetings shall be open to the membership and to any interested persons; however, only gardeners with the Cedaredge Community Garden plots may vote.
- (2) The Annual Meeting of the Cedaredge Community Gardens Association shall be determined by the association.
- (3) There shall be a minimum of two meetings of the Cedaredge Community Gardens Association per year, the Annual Meeting and the Spring Meeting. Special meetings may be called at any time and for reason by any member who is assigned a plot by contacting the vice president.

Section B - Call:

Notice of meetings will be communicated at least two weeks before the meeting, and the treasurer will notify each member by either phone or mail.

Section C - Quorum:

A quorum will be 51% of the members who have garden plots, and will be required to pass, amend or change any rule, regulation or bylaw.

ARTICLE VIII

FISCAL POLICIES

The fiscal year of the Cedaredge Community Gardens Association shall begin January 1st and end December 31st. The financial affairs of the Cedaredge Community Gardens Association shall be reviewed at least annually by the entire membership at the Annual Meeting.

ARTICLE IX

AMENDMENTS

These bylaws may be amended or revised at any regular meeting at which a quorum is present, by a two-thirds vote of those present and voting so long as the amendment is not inconsistent with provision of these bylaws.

GENERAL RULES AND REGULATIONS

Rule 1:

All garden plots shall be approximately 10ft x 20ft. The fee for a plot shall be **\$15.00**. This is not a "rental" or a "purchase" fee, strictly a membership fee, and shall be due annually before or at the Spring Meeting.

Rule 2:

Any association member shall be assigned the garden plot or plots that he/she was assigned the previous year, unless he/she decides otherwise.

Rule 3:

Garden plots will only be assigned to residents of Cedaredge. If there are more requests for plots than plots available, a lottery will be conducted to determine distribution. There will be only one garden plot allowed per person or family unless (1) more than one plot was assigned the previous year or (2) if there are any garden plots still available at planting time (May) an association member can be assigned an additional plot or plots if no one else wants them. If there are still plots available, the association may assign to residents living outside of the city limits but only for a period of one year.

Rule 4:

In the event that an association member voluntarily chooses to give up his/her plot or plots, it must be returned to the association for reassignment. After May 1, no refund will be given.

A garden plot is not transferable except in the instance when a member is incapacitated or deceased. In that event, the spouse or other members of the immediate family **ONLY** may assume the plot with the understanding that all bylaws and regulations will be complied with. A member moving away from the Cedaredge area automatically relinquishes his/her plot and membership. A member who drops out of the association or who does not work his/her plot for any reason other than severe illness, does not receive a refund and his/her plot reverts back to the association for reassignment.

Rule 5:

In the event that a member is sick or absent for a short period of time, he/she may have another member of the association, a friend or relative take care of the assigned plot. However, no member of the association may hold a plot and have someone else work it for a period longer than one gardening season. After that period of time has elapsed, the plot will revert back to the association, without any refund, if the member does not work it himself/herself the following season.

Rule 6:

All walkways shall be kept to a minimum of 36" inches from plot border to plot border and shall be kept free of any implements when a gardener is not actually at work.

Rule 7:

No permanent fencing is to be installed in or around the individual plots, and no trellis may be within six inches of the border, or higher than four feet.

Rule 8:

There shall be no pets allowed in the Cedaredge Community Garden area. If pets are brought to the garden area they must be kept on a leash and under control at all times. Failure to comply will result in dismissal from the association.

Rule 9:

The entire garden area must be kept clean of weeds and rubbish, including the walkways (aisles), and the garden plots themselves. Each member is responsible for clearing weeds, grass and rubbish from his/her plot, border and walkway, and the membership as a whole shall be responsible for the common areas (entrance fence area and water equipment area). All rubbish, weeds, grass and spent plant parts shall be put into trash bags and removed from the premises by the members. If the plot has not been worked in a month, the plot will revert back to the association and there will be no refund.

Rule 10:

Members should use only the water they need for their plot and other planted garden areas, and should be careful not to waste water. Sprinklers may NOT be used, nor may hoses be left running when the garden is not in immediate attendance.. All hoses and connections must be in good condition with no leaks so that water is not running in the walkways. Hoses are to be rolled up neatly when not in use. If members need to use a small wagon or wheelbarrow to work their plot, they must use caution.

Rule 11:

No trees or woody plants may be planted in any plot, and when the plot is relinquished, it must be cleared and brought to the original condition.

Rule 12:

NO pesticides, insecticides, chemicals or any other poisonous materials may be used at any time.

Rule 13:

All members of the Cedaredge Community Gardens Association agree NOT to hold the town of Cedaredge or any other member of the association liable if any accident may happen to a member when he/she is in the Cedaredge Community Garden area. All activities pertaining to or engaged in or around the gardens shall be done in good faith. The Cedaredge Community Gardens Association and the town of Cedaredge assumes no responsibility for any accident, personal injury or loss or theft of materials within the garden premises. A "good faith" system will be enforced at all times. All non-members and guests will be required to sign a Hold Harmless and Release form prior to any activity on the garden location.

THE CEDAREDGE COMMUNTIY GARDEN ASSOCIATION

MEMBERSHIP ACCEPTANCE

I, _____, upon paying dues of \$ _____, am a member in good standing of the Cedaredge Community Garden Association for the Year 20 _____. I understand that, according to the regulations, this is not a rental or purchase fee, but a membership, which will include the following:

1. the use of garden plot(s) _____ in which I may plant any ANNUAL vegetables.
2. the use of water for my plot(s) at no cost to me.
3. a vote in all affairs, policies, rules, bylaws and regulations and any changes in them.
4. use of all tools and implements owned by the association.

As a member, I also accept the following responsibilities:

1. to uphold the objectives, bylaws, rules and regulations of the Association, especially to promote interest in, to beautify and to set rules and regulations for the garden.
2. to keep my plot(s), the walkways surrounding my plot(s) free of weeds and garden tools when I am not working my plot(s). I understand that all weeds, grasses and spent plant parts must be removed from the premises.
3. to never use another gardener's tools without his/her permission
4. to NEVER use an automatic sprinkler to water my plot(s)
5. to use NO pesticides, insecticides, chemicals or other poisonous substances in the garden at any time.

I understand that I must relinquish my membership and all my privileges without reimbursement and that my plot will revert back to the Association if:

1. I move out of the Cedaredge area and can't keep up my plot(s).
2. I do not keep my plot(s) free of weeds for a period of _____
3. I knowingly break the rules and regulations of the Association

I further understand that a notice will be given to me, in writing before my membership is terminated.

Signed: _____

EXHIBIT C

FIVE YEAR PLAN 2013-2018 CEDAREdge COMMUNITY GARDEN

Cedaredge Community Garden
250 SE High Country Park
PO Box 831
Cedaredge, CO 81413
www.highcountrygardens.com/ccg

Vision Statement:

To be a valuable asset to the community by providing gardening opportunities to local citizens and be a valuable contributor to the local food bank.

Mission Statement:

The mission of the Cedaredge Community Garden Association is to build community by creating an organic community garden or gardens, and to help preserve the agriculture history of the Surface Creek Valley. To that end, we choose to use sustainable organic gardening methods, encourage wise use of water, and develop strong partnership with the natural world as we grow produce that nourishes our community.

2013 Community Garden Officers:

President:	Larry J. Claxton
Vice President:	Lynn Grotrian
Secretary:	John Steighner
Treasurer:	Dea Jacobson

History of the Community Garden

The Garden became a reality when in the Spring of 2009, the town of Cedaredge approved the use of city water and land for the purpose of establishing a community garden. The infrastructure necessary for the start of the garden was completed by early Summer 2009 and planting and harvesting of produce was a reality by Summer's end. Officers and Articles of Organization were completed and members were selected and assigned available garden spaces. Total initial start up cost of the project was obtained from donations, benefit concerts and various fund drives. The garden has received it's exemption under section 501(c)3 of the Internal Revenue Code. FEIN 27-1493306 There are presently 28 garden spaces which includes 4 raised beds. Additional land has been approved for expansion.

Short-term Goals

Year 2013: The below listed projects are slated to be completed in the year 2013.

- (a) Fencing in the 50 foot extension approved as part of the proposed High Country Park Project.
- (b) Continued support for the local Food Bank and the Community Options programs.
- (c) Preparing the additional land for planting. Preparation to include soil enrichment, and plowing.
- (d) Water conservation to focus on additional use of soaking hoses in garden spaces and instructions to gardeners on the effective use of water.
- (e) Research the use of a wind screen on the Southern fence with the intent of minimizing the evaporation of water.
- (f) Place materials in the center isle of the garden to prohibit weed growth and to assist in the control of mud.
- (g) Explore the ways to enrich our soils and enhance the quality of organic produce; including processes to include the use of heirloom type vegetables.
- (h) Build an existing scholarship program for low income participants.
- (I) Purchase a new rototiller and other needed capital equipment.
- (j) Continue the use of our website (www.highcountrygardens.com/ccg) as a vehicle to serve the community with gardening information and fund raising efforts.

Long-term Goals

Year 2014:

- (a) Develop the new additional land for gardening. Plans to include the feasibility of a mini organic orchard for the purpose of recognizing our local fruit grower heritage.
- (b) Identify a grant writer within the garden membership and start the process of grant writing for operating funds.
- © Offer our support in the development of the new High Country Park.
- (d) Continue to operate under the guidelines established in our Articles of Organization, Conflict of Interest Policy, and Bylaws, Rules and Regulations.
- (e) The community garden will continue to use the Surface Creek Bank for banking purposes.

Years 2015-2018

- (a) Continue to operate under the guidelines established in our Articles of Organization, Conflict of Interest Policy, and Bylaws, Rules and Regulations.
- (b) Review the potential for a Community Supported Agriculture (CSA) program – Future membership growth would have to grow at a rate to make this possible. This would also require the acquisition of more land to accommodate the selling of shares of the garden.
- © Work towards developing a system that would relieve the burden of volunteers managing the garden on a yearly basis.

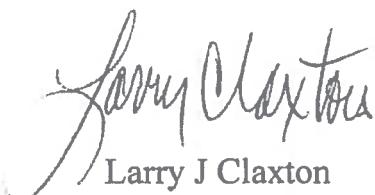
Financial Forecast

The garden has operated the past years with the support of donations from memberships, individual contributions, and local organizations. We have also received a yearly grant from the County Commissioner's fund that is provided to the city for garden capital use. Future plans are to establish a grant writing program that will relieve the dependence on local donations

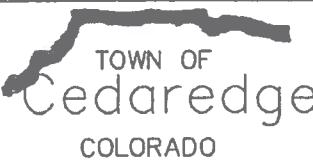
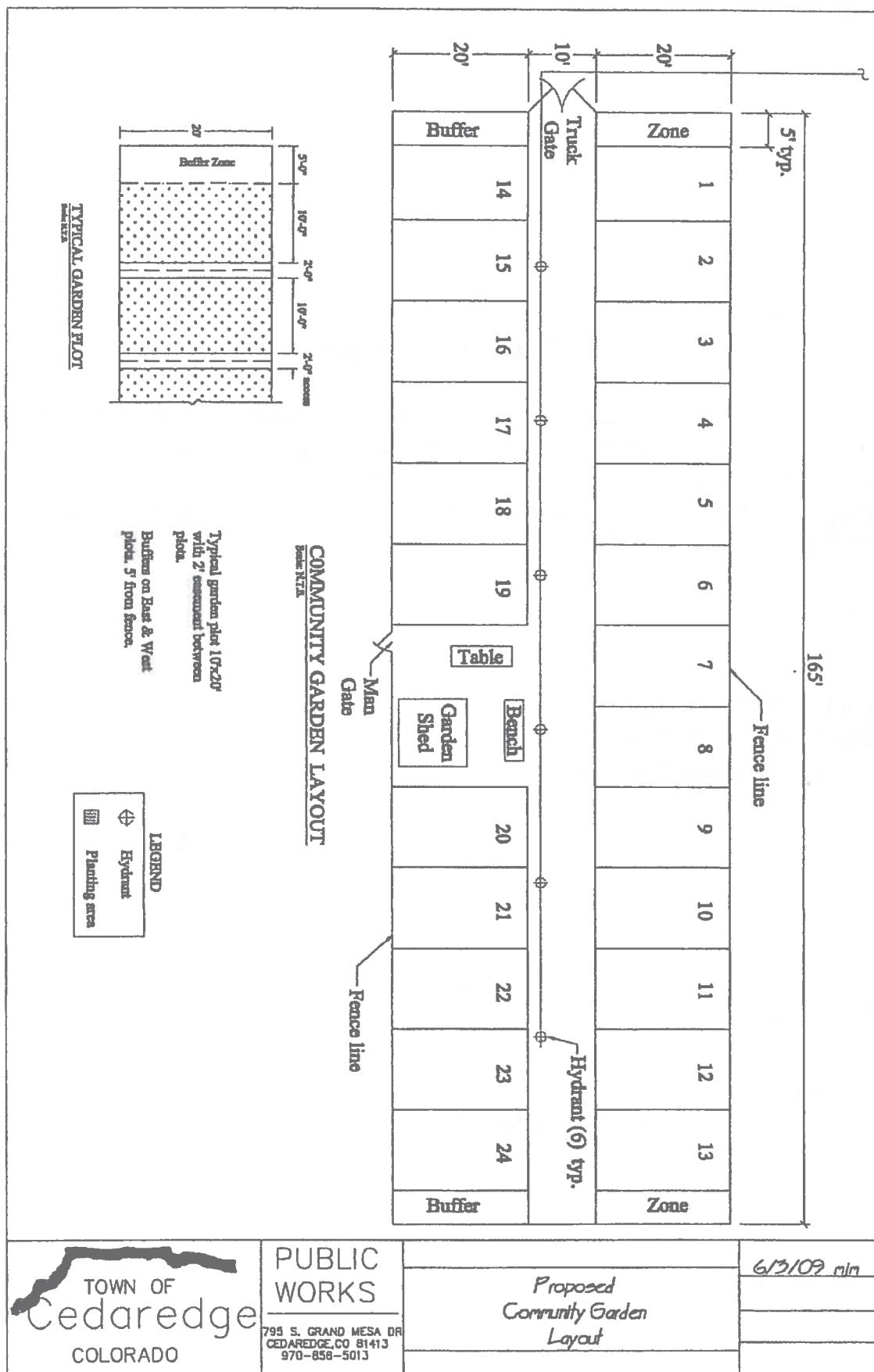
Attachments:

- (a) Garden Plot Diagram
- (b) Articles of Organization
- © Conflict of Interest Policy
- (d) Bylaws, Rules and Regulations

Signed by:



Larry J Claxton
President Cedaredge Community Garden



PUBLIC
WORKS

795 S. GRAND MESA DR
CEDAR EDGE, CO 81413
970-858-5013

Proposed Community Garden Layout

6/3/09 m/m



Cedaredge Golf Club
500 SE Jay Ave.
Cedaredge, CO 81413
(970) 856 - 7781

Golf Professional Report

March 2021

Golf Pro Comments

February Golf Revenue:

February **2021** - Sales - **\$26,211.00**

February **2020** - Sales - **\$19,172.00**

February 2021 rounds summary - Non-member – **27** Member – **67** Total rounds – **94**

March 2021 (3/1-3/11/21) Non-member – **116** Member – **128** Total rounds – **244**

Around the Club

Thanks goes out to Charlie Howe who has donated new yardage signs for the driving range. Thanks also goes out to OB Promotions for purchasing a new range picker. Much appreciated!

We are working on securing outside outings and golf events for the 2021 season. If anyone has an interest in bringing an outside outing or event, please contact me at ikramer@cedaredgecolorado.com or call proshop

2021 Memberships sold to date is **57** of which there are **15** New Members.

Upcoming Outside Outings

2 Day 2 Man Tournament – May 29th & 30th 2021

Delta Search & Rescue – June 12, 2021 (Tentative)

Delta Memorial Hospital Tournament – June 18, 2021

Cedaredge Fire Company – July 10, 2021

American Foundation for Suicide Prevention – July 31. 2021 Tentative)

Tietz Memorial – August 7, 2021

Partners Golf Tournament – August 28, **2021**

Cedaredge Rotary Tournament – September 4, **2021**

Report submitted by: Ira Kramer

March 2021 Golf Course Maintenance Report

The golf course and practice facilities are open for play. The course weathered the winter fairly well so far however, just a reminder; being clear of snow and open doesn't mean winter is over or that the course is up to normal playing standards. The ground is still frozen and I haven't been able to cut fresh cups yet. I should be able to soon. The putting greens are USGA spec sand based so they dry out quickly. I have been hauling water and running 1 sprinkler at a time off of my water trailer. The sand traps thawed out enough this week to rake them. I don't like to glue pipe in sub-freezing temperatures so I haven't completed any irrigation repairs just yet. However, I picked up the parts needed and am at a point now where I can tackle them on the next warm day. The 2 new pieces of equipment have arrived: the Toro sidewinder rough trim mower and the Kubota Tractor for pulling the large area rough mower. Out of Bounds Products also purchased a new Driving Range Picker attachment for the golf course which was very much needed. There were seven bids for the first phase of the pond expansion project that will gain us an estimated 35%-40% storage capacity and it was awarded to local contractor Richard Belden who should be breaking ground this week. After discussing booster pump options with several designers and reviewing our blueprints that contain the pipe sizing, I realized there were too many "salesmen" and I needed to reach out to a specialist to pin down exact pump requirements. The pump size is not just about pressure and volume alone. There are several components on the agronomy side of the design that must be considered to determine the amount of water needed during peak season such as the E.T. rate and water requirements for each specific cultivar of grass. Our mainlines are smaller than average golf clubs which doesn't allow us to push through the volume of water that most would. Also, communication with our central control software is a large component to this puzzle. Where we stand as of today is that pump sizes for the front and back 9 have been determined and the irrigation designer is working with Rainbird to develop a design that will be very specific for opening up the bid process to pump companies. We are facing another drought year and areas of the irrigation system will likely be either abandoned or drastically reduced. I am working on a plan that specifically identifies the zones that will be reduced. The hunt for a good assistant hasn't gone very well so far. We interviewed and offered the job to a person that changed his mind last minute on the amount of hours he was willing to work. We have 2 interviews set up for this week. The job was posted on 2 national golf course superintendent websites, 2 state golf course superintendent websites, local newspapers, and Indeed. I have 1 full time seasonal starting Monday March 15 and spring cleanup will begin. I have spent most of my time working on equipment and getting it all ready for the 2021 season. Even though we are once again looking down the barrel of a drought, I am hopeful that this season will be a great one! Thanks for your support!

-Adam Conway GCS

Cedaredge Police Department
P.O. Box 398 - 140 N.W. 2nd Street
Cedaredge, Colorado 81413
970-856-4301



Serving with Pride Integrity and Honor

From the Chief's Desk

The month of February for the PD was a good month. We are looking forward for additional personnel, and actively trying to fill the positions. Officer Brown is working out well and progressing very well.

Comparing this February to February of 2020, the calls for service were up from 51 calls for service to 62; overall incidents were also up from 57 to 73 in 2021. Traffic stops for the month of February were 43, citations issued went up this month from 4 to 11, as well as violations from 8 to 11 in 2021. Also during February, we had 5 cases sent to the DA for charges, and 5 arrests. A full breakdown is attached of this agencies activity for February 2021.

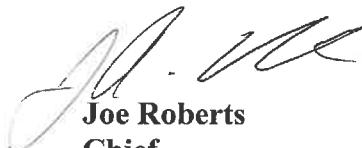
The administrative staff as always did great work this month, here are the trackable type things done on a daily basis.

Dogs registered 61

Cats registered 4; all 4 cat traps have been signed out under the TNR program. The PD has made an agreement to continue the program with some slight changes. Veterinarian and the PD will work directly with each other from now on.

Had one complaint about property line dispute, issued warning letter and issue resolved

In conclusion, a steady month of business.



Joe Roberts
Chief
Cedaredge Police Department

03/01/21
09:22

Cedaredge Police
Total Traffic Citation Report, by Agency

462
Page: 1

Agency	Citations	Violations
Cedaredge Police Department	11	17
Report Totals	11	17

Report includes:

All dates of issue between `00:00:01 02/01/21` and `23:59:59 02/28/21`

All agencies matching `CPD`

All issuing officers

All areas

All courts

All offense codes

All dispositions

All citation/warning types

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03/01/21
09:24

Cedaredge Police
Incident Audit Report

462
Page: 1

Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
C21-0050	VIN INSPECTION	9561	CPDSW	Closed Case
C21-0051	CIVIL PROBLEM	CIVP	CPDNW	Closed Case
C21-0052	Traffic Accident	9553	CPDNE	Closed Case
C21-0053	Information	SXOR	CPDNW	Closed Case
C21-0054	Information		CPDSW	Closed Case
C21-0055	Medical/transfe	9504	CPDSW	Closed Case
C21-0056	REDDI	5499	DIST2	Closed Case
C21-0057	Traffic Stop	5499	DIST2	Closed Case
C21-0058	Information	INFO		Closed Case
C21-0059	ANIMAL CONTROL	9505	CPDSW	Closed Case
C21-0060	Medical/transfe	9504	CPDNE	Closed Case
C21-0061	ALARM	9502	CPDNE	Closed Case
C21-0062	DOMESTIC	DOM	CPDSE	Closed Case
C21-0063	SUSPICIOUS	9553	CPDNW	Closed Case
C21-0064	911/hangup	911	CPDSW	Closed Case
C21-0065	Traffic Stop	5499	DIST2	Closed Case
C21-0065	Traffic Stop	5499	DIST2	Closed Case
C21-0065	Traffic Stop	5499	DIST2	Closed Case
C21-0066	Traffic Accident	9600	CPDSW	Closed Case
C21-0067	CIVIL PROBLEM	CIVI	CPDNE	Closed Case
C21-0068	DUI	5404	DIST2	Cleared Adult Arrest
C21-0068	DUI	5499	DIST2	Cleared Adult Arrest
C21-0069	WELFARE CHECK	9563	CPDNW	Closed Case
C21-0070	DUI	5404	DIST2	Cleared Adult Arrest
C21-0071	ALARM	9502	CPDSW	Closed Case
C21-0072	Traffic Stop	5499	CPDNE	Closed Case
C21-0073	WELFARE CHECK	9563	CPDSW	Closed Case
C21-0074	Medical/transfe	9504	CPDNW	Closed Case
C21-0075	CIVIL PROBLEM	CIVP	CPDSW	Closed Case
C21-0076	AGENCY ASSIST	9506	DIST1	Closed Case
C21-0077	Juvenile Prob	9529	CPDSE	Closed Case
C21-0077	Juvenile Prob	9529	CPDSE	Closed Case
C21-0078	DUI	5404	CPDSW	Cleared Adult Arrest
C21-0078	DUI	5499	CPDSW	Cleared Adult Arrest
C21-0079	AGENCY ASSIST	2204	ORC	Closed Case
C21-0079	AGENCY ASSIST	9506	ORC	Closed Case
C21-0080	ALCOHOL OFFENSE	3805	CPDSE	Closed Case
C21-0080	ALCOHOL OFFENSE	9529	CPDSE	Closed Case
C21-0081	Traffic Accident	9600	CPDSW	Closed Case
C21-0082	AGENCY ASSIST	9506	DIST2	Closed Case
C21-0083	Traffic Accident	9600	CPDSE	Closed Case
C21-0084	WELFARE CHECK	9563	CPDSW	Closed Case
C21-0085	Information	SXOR	CPDNW	Closed Case
C21-0086	CITIZEN ASSIST	9511	CPDSW	Closed Case
C21-0087	VIN INSPECTION	9561	CPDSE	Closed Case
C21-0088	VIN INSPECTION	9561	CPDSW	Closed Case
C21-0089	DEATH INVESTGTN	9514	CPDNW	Closed Case
C21-0090	WELFARE CHECK	9563	CPDNW	Closed Case
C21-0091	Medical/transfe	9504	CPDSW	Closed Case
C21-0092	Traffic Stop	5499	CPDSW	Closed Case
C21-0092	Traffic Stop	5499	CPDSW	Closed Case
C21-0092	Traffic Stop	5499	CPDSW	Closed Case
C21-0093	Information	INFO	CPDSW	Closed Case
C21-0094	CIVIL PROBLEM	CIVP	CPDNW	Closed Case
C21-0095	RUNAWAY	3850	CPDSE	Closed Case

03/01/21
09:24

Cedaredge Police
Incident Audit Report

Page: 2

Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
C21-0096	BURGLARY	2204	CPDSW	Closed Case
C21-0096	BURGLARY	2308	CPDSW	Closed Case
C21-0096	BURGLARY	2902	CPDSW	Closed Case
C21-0097	CITIZEN ASSIST	9511		Closed Case
C21-0098	VIN INSPECTION	9561	CPDSE	Closed Case
C21-0099	RESTR/PROT ORDR	5016	CPDSW	Closed Case
C21-0100	Noise Complaint	9535	CPDNE	Closed Case
C21-0101	SUSPICIOUS	9553	CPDSW	Closed Case
C21-0102	ANIMAL CONTROL	9505	CPDNW	Active
C21-0103	WELFARE CHECK	9563	CPDSW	Closed Case
C21-0104	FRAUD	2699	CPDSW	Closed Case
C21-0105	Traffic Stop	5499	CPDNW	Closed Case
C21-0106	Pursuit	ELUD	CPDSE	Closed Case
C21-0107	Medical/transfe	9504	CPDSE	Closed Case
C21-0108	VIN INSPECTION	9561	CPDSE	Closed Case
C21-0109	RESTR/PROT ORDR	5016	CPDSW	Closed Case
C21-0110	Medical/transfe	9504	CPDSW	Closed Case
C21-0111	SHOPLIFTING	2303	CPDSE	Active

Total Incidents: 73

Report includes:

All dates reported between `00:00:01 02/01/21` and `23:59:59 02/28/21`

All agencies matching `CPD`

All nature of incidents

All offenses observed

All offenses reported

All offense codes

All dispositions

All responsible officers

All locations

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03/01/21
09:23

Cedaredge Police
Law Incident Summary Report, by Responsible Officer

462
Page: 1

Number	Time and Date	Nature	Address	Loctn	Dsp
Agency: Cedaredge Police Department					
Officer: C Gardner					
C21-0053	16:01:27	02/01/21 Information	[REDACTED]	NW 4TH ST, Cedaredge,	CPDNW CLO
C21-0054	16:09:43	02/01/21 Information	[REDACTED]	SW 2ND ST, Cedaredge,	CPDSW CLO
C21-0085	11:20:04	02/16/21 Information	[REDACTED]	NW 2ND ST, Cedaredge,	CPDNW CLO
Total Incidents for This Officer:				3	

Officer: J Brown

C21-0055	13:27:29	02/03/21 Medical/Transfe	[REDACTED]	SW 2ND AVE, Cedaredge,	CPDSW CLO
C21-0056	15:48:27	02/03/21 Reddi	[REDACTED]	HIGHWAY 65 ;mm 5 nb, Cedar	DIST2 CLO
C21-0058	15:58:06	02/04/21 Information	[REDACTED]	1/2 nw cedar ave, Ceda	CLO
C21-0067	14:03:58	02/08/21 Civil Problem	[REDACTED]	N GRAND MESA DR, Cedar	CPDNE CLO
C21-0069	18:43:46	02/08/21 Welfare Check	[REDACTED]	NW CEDAR AVE;4, Cedare	CPDNW CLO
C21-0071	18:50:55	02/10/21 Alarm	[REDACTED]	S GRAND MESA DR; ceda	CPDSW CLO
C21-0073	19:13:18	02/11/21 Welfare Check	[REDACTED]	SW 13TH AVE, Cedaredge	CPDSW CLO
C21-0084	19:50:11	02/15/21 Welfare Check	[REDACTED]	SW 15TH CIR, Cedaredge	CPDSW CLO
C21-0086	18:16:02	02/16/21 Citizen Assist	[REDACTED]	SW 13TH AVE, Cedaredge	CPDSW CLO
C21-0087	12:15:32	02/17/21 Vin Inspection	[REDACTED]	SE DEER CREEK DR, Ced	CPDSE CLO
C21-0088	12:48:44	02/17/21 Vin Inspection	[REDACTED]	S GRAND MESA DR, Cedar	CPDSW CLO
C21-0089	13:03:41	02/17/21 Death Investgtn	[REDACTED]	NW 5TH ST, Cedaredge,	CPDNW CLO
C21-0090	16:56:01	02/17/21 Welfare Check	[REDACTED]	NW 5TH ST;1/2, Cedared	CPDNW CLO
C21-0091	13:08:56	02/18/21 Medical/Transfe	[REDACTED]	SW 12TH AVE, Cedaredge	CPDSW CLO
C21-0095	14:46:46	02/22/21 Runaway	[REDACTED]	SE DEER CREEK DR; CHS	CPDSE CLO
C21-0096	16:05:40	02/22/21 Burglary	[REDACTED]	SW 3RD ST, Cedaredge,	CPDSW CLO
C21-0097	18:38:37	02/22/21 Citizen Assist	[REDACTED]	1/2 nw cedar AVE, Ceda	CLO
C21-0098	13:22:55	02/23/21 Vin Inspection	[REDACTED]	SE DEER CREEK DR, Ced	CPDSE CLO
C21-0099	19:56:27	02/23/21 Restr/Prot Ordr	[REDACTED]	SW 15TH CIR, Cedaredge	CPDSW CLO
C21-0101	12:37:22	02/24/21 Suspicious	[REDACTED]	S GRAND MESA DR, Cedar	CPDSW CLO
C21-0102	14:51:40	02/24/21 Animal Control	[REDACTED]	W MAIN ST, Cedaredge,	CPDNW ACT
C21-0103	20:35:47	02/24/21 Welfare Check	[REDACTED]	SW 15TH CIR, Cedaredge	CPDSW CLO
C21-0104	14:06:36	02/25/21 Fraud	[REDACTED]	SW 8TH CIR, Cedaredge,	CPDSW CLO
Total Incidents for This Officer:				23	

Officer: J Roberts

C21-0066	11:04:17	02/08/21 Traffic accident	[REDACTED]	S GRAND MESA DR, Cedar	CPDSW CLO
Total Incidents for This Officer:				1	

Officer: K Arreola

C21-0076	12:23:48	02/12/21 Agency Assist	[REDACTED]	ESCALANTE CANYON RD, Delta	DIST1 CLO
Total Incidents for This Officer:				1	

Officer: Ke Long

C21-0057	09:07:10	02/04/21 Traffic Stop	[REDACTED]	SW 9TH ST, Cedaredge,	DIST2 CLO
C21-0059	11:20:38	02/05/21 Animal Control	[REDACTED]	SW 8TH CIR, Cedaredge,	CPDSW CLO
C21-0065	15:14:30	02/07/21 Traffic Stop	[REDACTED]	SW 9TH ST, Cedaredge,	DIST2 CLO
C21-0072	15:56:46	02/11/21 Traffic Stop	[REDACTED]	N GRAND MESA DR, Cedar	CPDNE CLO
C21-0077	16:48:41	02/12/21 Juvenile Prob	[REDACTED]	BLOCK SE HIGH COUNTRY	CPDSE CLO
C21-0080	08:16:56	02/13/21 Alcohol Offense	[REDACTED]	SE HIGH COUNTRY AVE, C	CPDSE CLO
C21-0081	13:42:20	02/13/21 Traffic accident	[REDACTED]	SW 2ND ST; BIG JOHNS L	CPDSW CLO
C21-0083	09:19:27	02/14/21 Traffic accident	[REDACTED]	E MAIN ST & S GRAND ME	CPDSE CLO
C21-0092	16:28:41	02/19/21 Traffic Stop	[REDACTED]	S GRAND MESA DR, Cedar	CPDSW CLO
C21-0093	21:11:23	02/20/21 Information	[REDACTED]	SW 11TH AVE, Cedaredge	CPDSW CLO
C21-0105	19:48:19	02/25/21 Traffic Stop	[REDACTED]	W MAIN ST, Cedaredge,	CPDNW CLO
C21-0106	00:03:53	02/26/21 Pursuit	[REDACTED]	S GRAND MESA DR, Cedar	CPDSE CLO
C21-0109	19:09:05	02/27/21 Restr/Prot Ordr	[REDACTED]	SW 13TH AVE, Cedaredge	CPDSW CLO

[REDACTED]	SW 9TH ST, Cedaredge,	DIST2 CLO
[REDACTED]	SW 8TH CIR, Cedaredge,	CPDSW CLO
[REDACTED]	SW 9TH ST, Cedaredge,	DIST2 CLO
[REDACTED]	N GRAND MESA DR, Cedar	CPDNE CLO
[REDACTED]	BLOCK SE HIGH COUNTRY	CPDSE CLO
[REDACTED]	SE HIGH COUNTRY AVE, C	CPDSE CLO
[REDACTED]	SW 2ND ST; BIG JOHNS L	CPDSW CLO
[REDACTED]	E MAIN ST & S GRAND ME	CPDSE CLO
[REDACTED]	S GRAND MESA DR, Cedar	CPDSW CLO
[REDACTED]	SW 11TH AVE, Cedaredge	CPDSW CLO
[REDACTED]	W MAIN ST, Cedaredge,	CPDNW CLO
[REDACTED]	S GRAND MESA DR, Cedar	CPDSE CLO
[REDACTED]	SW 13TH AVE, Cedaredge	CPDSW CLO

03/01/21
09:23

Cedaredge Police
Law Incident Summary Report, by Responsible Officer

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Page: 2

Number	Time and Date	Nature	Address	Loctn	Dsp
Total Incidents for This Officer: 13					

Officer: M Oreilly

C21-0060 19:08:18 02/05/21 Medical/Transfe
C21-0061 22:31:17 02/05/21 Alarm
C21-0062 00:26:00 02/06/21 Domestic
C21-0063 04:11:03 02/06/21 Suspicious
C21-0064 23:56:33 02/06/21 911/Hangup
C21-0074 20:08:31 02/11/21 Medical/Transfe
C21-0075 20:20:38 02/11/21 Civil Problem
C21-0078 18:58:24 02/12/21 Dui
C21-0079 01:22:50 02/13/21 Agency Assist
C21-0094 08:58:30 02/21/21 Civil Problem
C21-0107 07:15:14 02/26/21 Medical/Transfe
C21-0108 10:33:35 02/27/21 Vin Inspection
C21-0110 12:37:01 02/28/21 Medical/Transfe
C21-0111 13:46:07 02/28/21 Shoplifting

Total Incidents for This Officer: 14

[REDACTED]
N GRAND MESA DR, Cedar CPDNE CLO
N GRAND MESA DR, Cedar CPDNE CLO
SE DEER CREEK DR, Ced CPDSE CLO
NW CEDAR AVE;5, Cedare CPDNW CLO
SW 12TH AVE, Cedaredge CPDSW CLO
NW ELM AVE, Cedaredge, CPDNW CLO
SW 13TH CIR, Cedaredge CPDSW CLO
SW 8TH AVE; DOLLAR GEN CPDSW CAA
HIGHWAY 65; deliriou ORC CLO
NW 7TH ST, Cedaredge, CPDNW CLO
S GRAND MESA DR, Cedar CPDSE CLO
SE STONEBRIDGE DR, Ced CPDSE CLO
SW 6TH ST, Cedaredge, CPDSW CLO
SE INDEPENDENCE AVE; F CPDSE ACT

Officer: R Artaz

C21-0082 15:45:37 02/13/21 Agency Assist
Total Incidents for This Officer: 1

[REDACTED] Q25 RD, Cedaredge, C DIST2 CLO

Officer: S Byrge

C21-0050 12:50:34 02/01/21 Vin Inspection
C21-0051 12:47:25 02/01/21 Civil Problem
C21-0052 13:38:53 02/01/21 Trafficaccident
C21-0068 17:49:21 02/08/21 Dui
C21-0070 17:02:44 02/10/21 Dui
C21-0100 00:00:57 02/24/21 Noise Complaint
Total Incidents for This Officer: 6

[REDACTED]
SW 15TH CIR; B, Cedare CPDSW CLO
NW 9TH ST, Cedaredge, CPDNW CLO
N GRAND MESA DR, Cedar CPDNE CLO
NE INDIAN CAMP AVE, C DIST2 CAA
SW 9TH ST, Cedaredge, DIST2 CAA
N GRAND MESA DR, Cedar CPDNE CLO

Total Incidents for This Agency: 62

Total Incidents for This Report: 62

Report Includes:

All dates between `00:00:01 02/01/21` and `23:59:59 02/28/21`
All agencies matching `CPD`
All officers
All dispositions
All natures
All locations
All cities
All clearance codes
All observed offenses
All reported offenses
All offense codes
All Circumstance codes

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PUBLIC WORKS

160 SE High Country Ave.
Cedaredge, CO 81413
(970) 856 - 5012

March 2021

Water

This will probably be the last calm month at the water plant. Spring tends to be the most hectic time of year with the rapid changes in water conditions. All winter maintenance is complete, and we are ready for the season to begin! We are still below average on our snow pack for the year, but are hopeful for the remainder of the winter.

We recently held a pre-bid and bid opening for the Beech /Birch alley waterline project. We did receive two bids this go around. Both bids were similar in price and warrant discussion.

Sewer

This past month we have had Southwestern Systems out twice to clear sewer manholes of root penetrations. We will be looking at having these manholes lined later in the year while doing our annual line jetting. We have also responded to several calls over the past two months with homeowners having the same issue. This is pretty typical following drought years. Roots are searching for a water source, and they love sewer water!

Transportation/Trails

Delta County has agreed to assist the Town in repaving streets within Town limits using County equipment and labor. Dan Sickles and I have a meeting scheduled to discuss potential roads that can be paved later this year. In years past, Delta County Road and Bridge has paved Town roads that connect to County Roads for the cost of the material and assistance with traffic control.

Report submitted by: Jerry Young



Town Clerk/Economic Development Report

March 2021

- Liquor Licenses:
 - Arts License for Grand Mesa Arts & Events Center (renewal) approved at the State level
 - Hotel & Restaurant w/ Optional Premises for Cedaredge Golf Club (renewal) approved at the State level
 - Hotel & Restaurant with Sidewalk Service Area for Lost Mesa Grill (renewal) approved locally and now being reviewed by the State
- Business licenses – the late fee the Board approved was implemented on past due accounts (those not paid by 2/28/21). We had about 60 businesses (out of about 355 licenses) on the past due list that received a higher license fee. Additionally, I am working on getting all landlords/property managers licensed for their businesses – this group of businesses has historically not been licensed, so we are working to clean that up.
- My term was up at the end of January on the Delta County Tourism Cabinet and I elected not to renew the term. I sat on the Board to represent the Surface Creek Valley area in countywide tourism efforts as part of my economic development work.
- Lots of work and conversation on Applefest with stakeholder groups and with people historically involved in the event. Planning is underway and the event is shaping up to be fantastic! We have a great planning committee who is working out all the details to build a wonderful event this year. As more things are solidified, I will update the Board on specifics.

When a new entity takes over, there are always growing pains. The Cedaredge Chamber carried this baby for a long time, and built Applefest to what it is today. The many volunteers who shaped and built the event over the past 44 years gave us a legacy we will build on. With a new entity at the helm, there are bound to be changes. The CACC did many things really well; the chamber also wasn't able to do a lot of things due to finances or volunteer capacity. There are several things from past Applefests that community members said were lacking that we are already working on, including working with the school district to offer free parking and shuttles for attendees and vendors, alleviating congestion in our residential areas; implementing a security plan utilizing both our Cedaredge Police Officers as well as some private security; and working with a group of Cedaredge-based vendors to recommend thoughtful changes that will enhance the overall quality of vendors. I have already reached out to the Cedaredge Rotary Club, Surface Creek Saddle Club, Cedaredge Pickleballers and Cedaredge Rod & Gun Club about adding events to the Applefest weekend to expand the festival offerings

and to further highlight the many things that make Cedaredge amazing. As conversations between the Town and the Chamber began to take shape, I promised that we would do everything we could in the festival to be "Cedaredge first," that we would use Applefest to promote our businesses; to highlight and showcase our orchards, artisans, crafters, wineries, cideries and musicians; to support our nonprofits; and to rededicate the profits back into the community via economic development. I will tell you that all work that has been done so far on Applefest has been in that vein: to highlight, showcase and honor Cedaredge first. In everything we plan, I promise we will be unapologetically Cedaredge as I guide the community through new changes, (in a pandemic year!), to produce the 44th annual Applefest. The dates this year are Friday, Oct. 1 – Sunday, Oct. 3. I appreciate your support!

2020 Annual Activities Report

Cedaredge Tree Board



2020 Board Members

- Jim Leser, Chair
- Dave Pipkin, Vice Chair
- Gloria Good, Secretary/Treasurer
- Bob Eckels
- Dorothy Pew
- **Kathleen Ray**
- Cathy Brown, Trustee

The Covid-19 Pandemic Restrictions Affected All Aspects of Our Activities

- Modified Arbor Day, not a public event.
- Sick Tree Day, masks and social distancing where appropriate. No out-of-town expert.
- Cancelled AppleFest.
- Cancelled planned pruning workshop and arboretum tour.

2020 Budget and Expenditures

- **Budgeted \$2000 for 2020, expenditures = \$1900 or 95%.**
- Total dollar program value = \$17,682; includes \$8,200 for commercial tree pruning of Town Park trees and \$7,582 from volunteer sweat equity.
- Average \$7.69 per capita. Required for Recertification=\$2.00 per capita

2020 Arbor Day Celebration

Breezeway

Hot Wings Tatarian Maple



2020 Arbor Day Celebration

Breezeway



Arbor Day Proclamation and News Release

B4 Wednesday, April 29, 2020

LOCAL

Delta County Independent

Proclamation

Arbor Day Proclamation

In accordance with the established custom of setting apart a day in spring for the planting of trees, I do designate

April 17, 2020
ARBOR DAY
In the Town of Cedaredge, Colorado

ARBOR DAY is not just another holiday. It is a promise to future generations to enrich our community with trees that will be a source of beauty and joy in our lives for years to come.

In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and this holiday, called **ARBOR DAY**, was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world.

The town of Cedaredge has for the 26th consecutive year been recognized by the Arbor Day Foundation as a Tree City USA community because of the efforts we have made to beautify our area with trees. By observing **ARBOR DAY**, we demonstrate to all the value we place on trees in our community.

While the town's Tree Board usually celebrates **ARBOR DAY** with a public planting of trees, this year will need to be different because of the restrictions due to the COVID-19 pandemic. The Tree Board will still plant two small-stature Tatarian "Hotwings" Maples in the breezeway off of Main Street in recognition of **ARBOR DAY**. These are replacements for two Sensation Boxelder trees that had to be removed because their tall growth habit caused conflicts with the above utility lines.

Today is the day we celebrate trees in our community. I urge all citizens to plant trees as a way to gladden the heart and promote the well-being of this and future Cedaredge generations.

Given under my hand on the 16th day of April, 2020

Raymond F. Hanson

Raymond F. Hanson, Mayor of the Town of Cedaredge

A color photograph showing a man in a plaid shirt and jeans kneeling on the ground, planting a small tree. He is using a hand shovel to dig a hole in the dirt. In the background, there is a utility pole with wires, some dry brush, and a portion of a car's front end is visible on the right.

Special to Delta County Independent/ Jim Leser

Arbor Day celebration

Even though the COVID-19 pandemic prevented the usual public celebration of Arbor Day in Cedaredge, the town's tree board still planted two Tatarian "Hotwings" maple trees in the north breezeway off Main Street on April 17, Colorado's Arbor Day date. These small stature trees replaced two large stature Sensation Boxelder trees that kept growing into the overhead utility lines. While staying safe, Cedaredge still kept the spirit of Arbor Day alive.

2020 Sick Tree Day

SIGN UP SHEET - SICK TREE DAY - SATURDAY JUNE 27, 2020

NAME	ADDRESS	PHONE	EMAIL	TREE LOCATION	PROBLEM DESCRIPTION	OR	TIME
Alison Smith	19017 Pinion Drive, Cedaredge	970-623-5126	alisonsmith426@live.com	Back Yard	Pinyon Trees	1	9:00 AM
Lorri Brave	920 NE Indian Camp Ave, Cedaredge	970-856-3612	lorribrave970@gmail.com	front & side	Elm tree dead or diseased	2	9:30 AM
Alena Windedahl	160 N Grand Mesa Drive, Cedaredge	970-201-1338	awindedahl01@hotmail.com	side of house	American Elm	3	10:00 AM
Von Mitchel	460 NE Blue Bell Ct, Cedaredge	970-856-6062	vandmmitchell@aol.com	back yard	sick maple trees	4	10:30 AM
Anna Hale	140 NW 5th Street, Cedaredge	970-462-2669	sahale1015@gmail.com	front yard	Elm Disease	5	11:00 AM
Alan & Marilyn Bates	135 NW 11 Street, Cedaredge	970-856-3850	none	back yard	Walnut tree w/ dead limbs	6	11:30 AM
Walter Fick	185 NW 11th Street, Cedaredge	970-812-6897	wfick@tds.net	around yurt	Walnut tree w/ dead limbs	7	12:00 PM
Lunch							12:30 PM
Carol Peterson	745 SE Pine Street, Cedaredge	970-856-3417	retiredpete200@gmail.com	front yard	Sensation Maple Tree	8	1:00 PM
Joseph Lyles	305 SE Cobblestone Ct., Cedaredge	303-895-1786	jlyles44@gmail.com	surround house	Blue Spruce dying	9	1:30 PM
Tracy Munson	190 SW 3rd Street, Cedaredge	970-640-1825	tracymunson123@gmail.com	side and back	Cottonwood Trees	10	2:00 PM
Kathy Davidoff	1047 SW Brook Lane, Cedaredge	970-856-2696	kavidoff@zirkel.us	throughout property	Need tree identification	11	2:30 PM
Janice Phillips	14224 Happy Hollow Rd., Eckert	970-589-0587	eckertjanice4@gmail.com	back & side yard	Possible Peach Blight	12	3:00 PM
Art Burdick	20639 Del Ray Drive, Eckert	970-765-6457	art.burdick@outlook.com	front yard	Oak Tree	13	3:30 PM
Donna Raymer	12467 Highway 65, Eckert	970-935-5266	none	front yard	English Walnut w/dead branches	14	4:00 PM

2020 Sick Tree Day



2020 Paonia Sick Tree Day

Paonia hosts 'Sick Tree Day'

BY LISA YOUNG
Staff writer

The inaugural "Sick Tree Day" was deemed a huge success by the Paonia Tree Board. The clinic on how to take care of ailing trees was conducted by experts from the Grand Junction based Tri-River Extension Office on July 11.

"Experienced tree experts Jim Leser, Bob Sussman, Gary Meassano and John Valentine, tree board secretary, offered their expertise to 14 property owners regarding sick trees on their properties and offered possible remedies," said Paula Martin, tree board chairperson.

Martin said it's the tree board's goal to make Sick Tree Day an annual event. She believes that overtime, the community will want to have the services provided.

Currently Martin, Valentine, Roger Baril and Mark Newland make up the four member tree board; however, due to renewed interest, a new ordinance allows for up to six members, and members do not have to live within town limits. Martin and Baril's terms will be ending this year making way for new citizens to join.

The Paonia Tree Board began in 1999 as a town-council-appointed citizen group dedicated to caring for the many beautiful trees in the town and surrounding area. Unfortunately, the group was out of commission for a 10-year period and had to be resurrected by a group of dedicated volunteers in January 2018. During the years of decline, the town lost its Tree City USA designation but regained the status in 2018 and has held it for the past two years.

"Trees are for one a very valuable asset to the town. I couldn't tell you how much our trees are worth but they are worth millions. A lot of towns at this stage of the



By Tamie Meck

Miners Memorial at Paonia Town Park



Submitted photo

Roger Baril (left) and Gary Meassano examine dead leaves presenting on an apple tree.

B
Section

Surface
Creek
News
Pages
B3-4

**NORTH TIVIVES
FORK**

July 22, 2020

www.deltacountyindependent.com

Can small mammals have an impact on woody plants?

What's bugging you?



BY JIM LESER
Cedaredge Tree
Board

I will be covering small mammals this time as the second of a three-part series on vertebrate damage to woody plants. My last column covered birds and their damage.

Animals I will discuss briefly will include: squirrels and chipmunks, voles and deer mice, cottontail rabbits, pocket gophers, beavers and porcupines. The larger the animal the greater its damage potential. Except that smaller mammals make up for their diminutive size by sheer numbers.

Squirrels and chipmunks are our first animals to discuss. Their damage is usually minor enough to ignore, especially since we all love watching their antics. We have both arboreal (tree dwelling) and ground dwelling representatives here in Delta County. The tree dwelling species include fox and red squirrels.

Red squirrels are mostly found at the higher elevations. Both squirrels' damage can include debarking, twig girdling and twig clipping. Some feeding is for food while others are for gathering nest-building materials. Trees most commonly attacked are hackberry, honeylocust, Russian olive and conifers in the case of red squirrels. You can see squirrel incisor teeth scrapings where they debark, about half an inch wide. Clipped twigs will usually have their buds chewed off.

Chipmunks and ground squirrels can sometimes feed on tree and scrub bark, particularly elms and Gambel's oak. The ground-dwelling rock squirrel, with a long bushy tail, can spend a considerable amount of its time climbing up into trees.

voles and deer mice are very common in our area. Their damage is concentrated on smaller trees, both conifers and deciduous. These little guys can pose a serious



Special to the Delta County Independent / Jim Leser



Special to the Delta County Independent / Jim Leser

The damage done to a pine tree by a porcupine.

What's Bugging You?

Sick Tree Day: pre- and post-tree planting mistakes



By Jim Leser

How to kill a newly planted tree... let me count the ways. So many of my house calls involve new trees that are struggling to establish. If we don't properly plant a tree, we already have two strikes against us. Confounding this is our watering care after planting.

When planting a tree, we often plant them too deep. The result can be a declining

tree that may eventually die in a few years. Trees are sensitive about where their roots end up. To avoid girdling roots and/or smothering roots the tree's main structural roots need to be no deeper in the ground than 1-3 inches from the root ball top. Trees that are especially prone to girdling root problems are hackberries, green ash, crabapples, lindens, poplars and red maples to name a few.

Proper planting depth is insured by digging a hole that is shallower than the height of the root ball. For every inch of trunk caliper (diameter measured about six inches above the soil level) the root ball should be planted one inch above the surrounding soil level. But you probably are wondering how to create a watering saucer around the tree? We do it by using the excess soil to build a dike or dam around the tree's perimeter.

TREE TO B4



Special to the Delta County Independent / Jim Leser
Newly-planted Autumn Blaze Maple with premature color, a symptom of moisture stress.

Tree

FROM PAGE B3

Your planting hole should be three times as wide as the root ball. And it should have slanting sides. This will make it easier to remove the twine, and 2/3rds of the wire cage and burlap from the root ball. And yes, this is necessary to allow the tree's roots to rapidly spread out horizontally. Otherwise the wire cage will be there for 20-30 years and the burlap for a few years. Also, never plant your tree on top of loose ground. Otherwise it will sink following the first watering and could end up planted too deep.

I do recommend amending the fill soil at a ratio of 30% amendment to 70% native soil. We amend the soil to enhance porosity, not for fertility. Tree's roots can suffocate from lack of oxygen. This addition will help alleviate the potential problem. And don't fertilizer your newly planted tree for at least the first year. Also stake the tree about a foot off the ground. This is to prevent the tree's root ball from moving, which would result in the shearing off of the newly grown root hairs. The upper tree can move in the wind. That's actually good for the tree.

If your tree is container grown you will need to use a utility knife to slit the container's sides and carefully remove it. You should also shave the sides of the root ball to free any circling roots and encourage outward growth. And less I forget, never place soil on top of the root ball. Always look for the root flare at the base of the trunk to know where the correct root ball soil level should be.

Last but certainly not least let's talk about post-planting watering. Initially, your goal is going to be to keep the root ball moist. Because of the differences in soil texture between the root ball and the surrounding newly-placed soil, make sure that the root ball remains moist but not wet. It is possible for the surrounding soil to be very wet but the root ball is dry. Careful exploratory digging will give you the answers you need. If your soil is like wet clay ready for your pot-making endeavors, you have overwatered.

Newly planted trees that are moisture stressed can have premature fall color expression or leaf margin burn. Needles often turn purple before they die. Why you might ask are these trees moisture stressed? We usually assume they are not getting enough water so we double up our water amounts and/or our watering frequency, often to no avail. Sometimes we are overwatering so much that the tree's roots suffocate and begin dying. These roots will never move water up into the tree and it will exhibit the same water stress symptoms as a tree receiving too little water.

Trees planted in the heat of the summer need to be checked daily. As a general rule I would water a newly-planted tree every three days, giving it at least 2 gallons of water per inch of trunk caliper. This watering regime will be needed for the first three months of establishment. After that you can knock down your watering dam and move your watering zone out about five feet in each direction, expanding it as the tree grows in the following years. I would still check the moisture situation manually rather than relying on an automatic schedule.

Jim Leser retired to Cedaredge in 2007 after a career with Texas A&M University Extension in entomology. He is a member of the Cedaredge Tree Board and a Colorado Master Gardener.

Other Activities

- 1. Town Park trees pruned by Climb Tree Service out of Ouray.**
- 2. Started planning for Surface Creek riparian restoration project.**
- 3. Donated \$800 to the Colorado Tree Coalition *Reforest Colorado Fund* to plant trees in western Colorado burned acreage.**
- 4. Maintained Membership in the Arbor Day Foundation & the Colorado Tree Coalition.**
- 5. Four members maintained their Colorado Master Gardener credentials.**

Recertified As Tree City USA Town For 2020

- Have a Tree Board
- Have Town Ordinances on Trees
- Celebrate Arbor Day
- Have an Official Arbor Day Proclamation
- Invest \$2.00 per Capita Either as Money and/or Sweat Equity

Twenty-seven Years and Counting

Plans For 2021

- Arbor Day celebration April 16, Replace dead Main St. Trees (Non public).
- Sick Tree Day yard visits with Vince Urbina, June 19.
- AppleFest information booth, partnering with Colorado Master Gardeners.
- Continue writing “What’s Bugging You Column for the DCI newspaper.
- Partner with The Learning Council to conduct a tour of the Arboretum with Town residents, September 12.
- Partner with The Learning Council to conduct a Tree Pruning Workshop at Pioneer Town, June 20.
- Meet recertification requirements for Tree City USA Designation.



Treasurer's Report for February 2021

With 16.67% of the year elapsed we have collected 11.7% of Budgeted Revenues and spent 8.3% of Budgeted Expenditures.

Sales and Use taxes collected in December and booked in February were up 21.7% from 2020 showing a slight decrease of flattening of our experience of nearly 30% last year. Nevertheless, total Sales and Use taxes collected through February are up 16% from budget. I expect this trend to continue. Our local building contractors are reporting that they are booked up well into 2022.

Revenues in the General Fund exceeded Expenditures by \$5,331 for the month of February. Property tax payments of \$5,215 were booked in February with another \$40,000 expected in March.

Water Fund revenues exceeded expenditures by \$18,607 for the month of February.

Wastewater Fund revenues exceeded expenditures by \$7,435 in the month of February.

Golf Course Fund expenditures exceeded revenues by \$10,507 for the month of February. However, the Golf Course YTD revenue exceeds expenditures by \$58,354 through February. Both the Toro Groundmaster 3500D rough mower and the Kubota tractor have been delivered to the golf course completing the major capital equipment procurements for the year.

There were no significant expenditures from the Capital Improvement Fund or the Conservation Trust Fund in February.

All expenditures for February were allocated properly and I have reconciled the bank statements with the cash accounts.

MEMO

Date: March 12, 2021
To: Mayor and Board of Trustees
From: Kami Collins, Town Clerk/ED Coordinator



Subject: Proposed Marijuana Application Timeline

Ordinance 2021-02 was published on Wednesday, March 3, and will be in effect on Friday, April 2. Staff proposes the following timeline for the application process:

- Applications open: Friday, April 2, 9 am
 - Notice in the DCI, as required by our Code, should publish Wednesday, March 31
- Applications close: Friday, April 30, noon

Applications will be administratively reviewed for completeness and accuracy by applicable staff (Town Administrator, Attorney, Planner and Clerk) as they are received. Once the applications are deemed complete, they will be sent to the Board, as the Local Licensing Authority, for review for the Merit process.

- Special Meeting of the Board of Trustees as the Local Licensing Authority to review applications and award top four applicants (two for retail, two for medical): Thursday, May 6, 5 pm

Those top four applicants then proceed with the rest of the licensing process, including the State application and noticing and scheduling the Public Hearing for the Conditional Use permit with the Planning & Zoning Commission.

- Planning & Zoning Public Hearing: Tuesday, June 1, 6 pm
- Special meeting of the Board of Trustees as the Local Licensing Authority in early/mid-June to award the licenses (or potentially at the Regular Meeting on Thursday, June 17)

MEMO

Date: March 12, 2021
To: Mayor and Board of Trustees
From: Kami Collins, Town Clerk/ED Coordinator



Subject: **Proposed Applefest Vendor & Sponsor Fees**

The Board needs to take action on the fees the Town will charge Applefest sponsors and vendors. Here are the proposed fees:

Sponsors

Golden Delicious Title Sponsor - \$10,000
Red Delicious Stage Sponsor - \$7000
Fuji Apple Sponsor - \$5,000
Honey Crisp Sponsor - \$1,500
Gala Sponsor - \$1,000
Autumn Glory Sponsor - \$500

Vendors

Surface Creek Valley

Youth & Nonprofits (Free)
Art/Craft/Handmade/Cottage Foods (\$125)
Commercial Business (\$200)
Commercial Food (\$300)

Delta County

Youth & Nonprofits (\$50)
Art/Craft/Handmade/Cottage Foods (\$165)
Commercial Business (\$250)
Commercial Food (\$350)

Out of County

Youth & Nonprofits (\$100)
Art/Craft/Handmade/Cottage Foods (\$185)
Commercial Business (\$300)
Commercial Food (\$400)

Additional Fees: \$75 for electricity, per space

\$50 late fee per booth after 8/31/21
\$100 late fee per booth after 9/30/21

Cancellations/Refunds: If due to COVID and cancelling the festival, 100% of all fees and sponsorships will be refunded
Vendor cancellations until 8/31/21 will be given a full refund of all fees; no refunds for any reason after 9/1/21

Vendor fees were developed with the assistance of the Vendor subcommittee of the Planning Committee. They closely mirror the fees set by the Chamber in 2019 with a slight addition based off some of the benefits we are adding for vendors this year. I do not want to raise them significantly; 2020 was a hard year on this demographic of business and we should recognize that. Late fees and cancellation policies are typical in other surrounding festivals.

RESOLUTION 12-2021

A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TOWN OF CEDAREDGE, COLORADO
2021 Golf Credit Policy

WHEREAS, the Board of Trustees of the Town of Cedaredge, Colorado, find that setting a defined pass holder credit policy is necessary to the success of the Cedaredge Golf Club, and

WHEREAS, Golf Professional Ira Kramer has provided his expert opinion.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Cedaredge, Colorado that the following Golf Credit Policy is hereby adopted:

Pass Holder Credit

In the event of injury or illness, a season pass may be suspended for the remainder of the season and a pro-rated credit towards the purchase of a 2022 season pass may be issued. All requests for pass holder credit must be accompanied by proper documentation. If injury or illness occurs on or after August 1, 2021, no credit will be issued. Issuing of 2022 membership credits is subject to review by the Cedaredge Golf Club Golf Pro and Town of Cedaredge Administrator.

In the event the pass holder was approved for a credit and is able to golf in the suspended season, they must pay daily fees or purchase a punch card.

RESOLVED this 18th day of March 2021 by the Board of Trustees of the Town of Cedaredge, Colorado.

Raymond F. Hanson, Mayor

Attest:

Kami Collins, Town Clerk