



TOWN COUNCIL MEETING

August 9, 2021 Minutes

*Community participation information is at bottom of the agenda. Due to COVID-19, there will not be any scheduled citizen attendance.

1. The meeting was called to order at 6:00 p.m.
2. The Pledge of Allegiance took place.
3. Roll Call was taken with council members, Watkins, Romero, Smith (GT), Pepper, Kurtz, Buford & Barber present. Also, present Karle (T), Sprosty (C), Malouff (TA-GT), and cole (GT)
4. Additions*/Changes to the Agenda: Adds: 8J-Kaboom Grant 12. C. Booster Club D. Financial
13. A. Black Hills Survey, drop IOH VFW, change 15), personnel ahead of (14) Exe. session
5. The council voted 7-0 to approve the:changes to the agenda: Kurtz (M), Pepper (S)
The council approved the agenda with changes 7-0. Romero (M), Pepper (S)
6. The July 12, 2021 minutes were approved 7-0. Pepper (M), Watkins (S)
7. Public Comment: (those individuals interested in speaking, please sign in at the beginning of the meeting. Comments are restricted to five minutes per person. There was none.
8. Old Business-
 - A. Following discussion concerning the audits, the council voted 7-0 to discontinue Ruth Froman services with the town. Buford (M), Pepper (S)
 - B. The council voted 7-0 to appoint Manuel Medina to the Planning and Zoning Committee. Romero (M), Kurtz (S)
 - C. The council voted 7-0 to approve the 3-yr. contract with Waste Connection
Kurtz (M), Pepper (S)
 - D. The council voted 7-0 to the SECOM Agreement. Romero (M), Kurtz (S)
 - E. The council discussed starting up the Black Hill service agreement which is due 3/22. F. The council was updated on the Fishing is Fun Grant of \$182,000.00.
 - G. The council was informed of the ongoing legal process for condemnation of house identified for the Demolition program. The town now owns 119 Lincoln. H. The town is waiting for the Fall Wells Project timeline to be set.
 - I. The council voted 7-0 to approve the Copier contract 7-0. Buford (M), Watkins (S).
 - *J. The town has been awarded the Kaboom Grant for a multi-purpose facility in the north Park. They will be here the week of 8-23-21 to begin the process.
9. Public Information Officer-
10. New Business
 - A. The Fence Ordinance was approved, 7-0 as presented. Buford (M), Watkins (S)

- B. The council approved the Re-zoning/Special Use Application 7-0. Kurtz (M), Buford (S) C. The council approved moving forward with Southeast Mental Health Partnership and their possible use of the old town hall, 7-0. Pepper (M), Smith (S)
- D. The council voted 7-0 to allow the school or booster club to use the holes in the sidewalks. Buford (M), Kurtz (S)
- E. The council decided to research participating in a cooperative animal control program with other towns and the county 7-0. Buford (M), Kurtz (S) F. The council discussed procedures for handling business information.
- G. The council discussed with their attorney about sponsorships and what is acceptable expenditures of tax payer dollars.

~~H. VFW Liquor License~~

11. Clerk Report

- A. An update on the new billing system was given.
- B. A report was given on the bikers who will be traveling through in September.

12. Treasure Report

- A. The council discussed removing the skate facility from the park for lack of use.
- B. The council discussed procedures for the sale of town real estate.
- * C. The council Tabled Booster Club.
- *D. The monthly Financial Reports were handed out.

13. Maintenance: *A. Paul Romero will fill out the Black Hills survey.

*14-15. Executive Session- Pursuant to C.R.S. 24-6-402 (4), executive session may be entered into for the purpose of discussing personnel, property, legal advice, matters to be kept confidential by law, security, and negotiations. The council voted 7-0 to enter executive session at 7:42 pm. (form attached). Buford (M), Watkins (S), The council returned from executive session at 8:06 p.m.

*15-14. Personnel

- A. The council voted 7-0 to contract with Fromm and Associates for accounting services. Buford (M), Watkins (S)

16. The following scheduled activities were discussed, the next meeting on August 23, 2021 at 6:00 p.m. and a ARPA on 8-11-21 @ 10:00 a.m. on spending qualifiers. Council members can listen via the internet.

17. Adjournment passed 7-0. Smith (M), Pepper (S).

The below information was provided for community participation in the meeting.

The following Call is for provided for remote attendance. There will be no in person attendance until further notice.

Mon, Aug 9, 2021 6:00 PM - 9:45 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/225028733>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

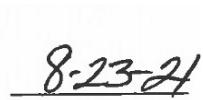
United States: +1 (224) 501-3412
- One-touch: tel:+12245013412,

Access Code: 225-028-733

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/225028733>



Belinda Kurtz, PIO



Date

Could Not Link to F. Wells.
BACK TO ORIGINAL PROPOSAL
we went from no benefits

\$164.00 A month

LOC ----- 4-0 V -

LEASE AGREEMENT

This location agreement ("Agreement") is made and entered into this 22nd day of July, 2021 by and between Twin Lakes Reservoir and Canal Company ("Lessor"), whose address is 331 Main Street, Ordway, CO 81063, the Town of Ordway, CO, ("Owner") and SECOM, whose address is 27850 Harris Rd, PO Box 357, La Junta, Colorado, 81050 ("Lessee").

WITNESSETH:

WHEREAS the Twin Lakes has leased a piece of property at 311 Main Street of Ordway, CO, from the owner, the City of Ordway, and, WHEREAS Twin Lakes in conjunction with the Town of Ordway, CO desires to lease to Lessee a 20' x 25' space located at 331 Main Street, Ordway, CO for the purpose of erecting a tower and installing wireless and network equipment to enable Lessee to provide wireless and fiber optic service to the surrounding area.

NOW THEREFORE, in consideration of the mutual and respective promises, agreements, and covenants set forth herein, Lessor and Lessee do hereby agree, and covenant as follows:

1. Parties. The parties agree that this Agreement shall inure to the benefit of any successor business entity of SECOM and may be assigned to them.
2. Lease.
 - a. Lessor hereby leases, lets, and demises to Lessee, property and improvements for telecommunications systems on the property owned by the Lessor and any of lessee's poles, cabling, wiring and electronic equipment installed on the property.
 - b. Lessee agrees to install said equipment in such a manner as to not adversely impact the property.
3. Use of Property.
 - a. The Lessor may continue to use and maintain the property and improvements for their intended purposes. Where such maintenance is required, Lessor shall notify Lessee as soon as practicable.
 - b. Lessor may also use the property for any other purpose where such use does not cause harm to or impede the successful operation and maintenance of Lessee's equipment
4. Term. The initial term of this Agreement shall be for twenty (20) years and will commence on August 1, 2021, subject to all terms and conditions of this Agreement. Following expiration of any term, the term shall automatically renew for additional periods of ten (10)

years, unless either party notifies the other party, in writing, of its intent not to renew at least ninety (90) days prior to the end of initial Term or renewal Term, as the case may be.

5. Rent. Lessee agrees to deliver, and Lessor agrees to accept from Lessee, in full payment for [REDACTED] the rental amount due Lessor for the use of the property and other rights granted herein,

the following consideration: [REDACTED]

- a. One (1) 150/150Mbps Internet service, valued at \$94.95/month. Service will be [REDACTED] provided at, 331 Main Street, Ordway, CO. For Twin Lakes Reservoir and Canal [REDACTED] Company.
- b. One (1) 150/150Mbps Internet Service, valued at \$94.95/month. Service will be [REDACTED] provided at, 232 Main Street, Ordway, CO. For the Town of Ordway. [REDACTED]
- c. One (1) 25/13Mbps Internet Service, valued at \$69.95/month. Service will be [REDACTED] provided at, 129 Lake Avenue, Ordway, CO. For the Town of Ordway

6. Access/Utilities.

- a. Unrestricted ingress and egress shall be allowed to Lessee's tower/equipment location by Lessee's employees, agents, and contractors from the nearest public street to allow Lessee to exercise the rights herein granted. Lessor shall provide Lessee 120VAC electrical service. Any modifications to move such electrical service will be at the sole cost of the Lessee.

7. Use. Lessee shall not use the location for any other purpose than stated herein without the written consent of Lessor; such consent not to be unreasonably withheld.

8. Insurance.

- a. Lessee and Lessor shall each, at its own expense, maintain at all times during the term of this Agreement general public liability and property damage insurance covering Lessee and Lessor, respectively, against any liability arising out of the ownership, use occupancy or maintenance of their respective interest in the Property and the Improvements. The minimum limits of liability for such insurance shall not be less than \$1,000,000 for general public liability, and \$100,000 for property damage, or in lieu thereof, \$1,000,000 combined single limit. All such policies of insurance shall provide 30 days prior written notice of cancellation or material adverse change in coverage. Certificates of insurance evidencing the same shall be supplied within 10 days after request by either party. A party may satisfy its insurance obligations hereunder by acquiring coverage within its blanket policy or policies or insurance now or hereafter carried.

- b. Whenever possible, the parties hereto agree not to assign to any insurer, its representative or assignee, any cause of action for damages to the real and personal property of the other, including the right of subrogation that the insurer, its representatives, or assigns may seek for any damages to the real or personal property of either party in or related to the Property, including, but not limited to, damage caused by negligence.

- c. Lessee shall maintain insurance on its equipment and supplies maintained on the Property and its Improvements.
 - d. Lessee shall maintain in force Workmen's Compensation Insurance as required by Colorado law and shall provide the Lessor with a certificate of insurance upon request.
9. Lessee Business Conduct. Lessee shall provide all services and meet all obligations in a timely and professional manner, follow all rules and regulations, ordinances, statutes, and law that govern Lessee's industry.
10. Repair, Maintenance, and Non-interference. Neither Lessor nor Lessee shall allow any use of the Leased Property that interferes with the operations of Lessee or causes interference with radio signal reception by radio transmission from Lessee's equipment. Neither Lessee nor Lessor shall allow any lien to exist with respect to any work done or materials supplied on the Property or Improvements and shall take such measures as necessary to promptly remove any such lien as may be filed under applicable law.
11. Covenant of Quiet Enjoyment. Lessee shall, at all times during the Term, peaceably and quietly have, hold, use, occupy, possess and enjoy all the rights and benefits granted by this Agreement, without suit, eviction or disturbance by Lessor, its heirs, successors, or assigns, or any other person(s) lawfully claiming through Lessor or asserting an interest superior to Lessor in the Property or Improvements.
12. Termination.
- a. This Agreement may be terminated by written notice of termination as follows:
 - i. by either Lessor or Lessee, if the other fails to cure any breach of its covenants, agreements, representations or warranties under this Agreement within 30 days after written notice thereof from the party seeking termination.
 - 1. by either party, if Lessee fails to obtain or retain all licenses, permits, zoning, variances, rulings, approvals, and other similar items from all federal, state, county, and local governments, and agencies thereof required for the conduct of the Lessee's business.
 - 2. by Lessee, if the equipment locations become unsuitable either technologically or economically for Lessee's use, or;
 - 3. by Lessee, if Lessee is prevented from conducting its business by injunction, regulatory order, revocations or non-renewal of any license, permit, or franchise to operate Lessee's facilities, or otherwise, for reasons not arising out of the breach by Lessee of its obligations hereunder.
13. The Potential end of the lease between Twin Lakes and the Town of Ordway. It is anticipated by all three of the parties that at some point of time in the future, the City of Ordway may not renew its lease on the subject property to Twin Lakes. In that event, nevertheless, the City of Ordway will continue to honor the lease of the subject property to Secom under the terms of this Agreement.
14. Notices. All notices required to be given hereunder shall be in writing and shall be deemed given when delivered in person or by confirmed delivery service, by confirmed telegram or by confirmed facsimile, or when mailed certified mail, postage

prepaid, return receipt requested, to the addresses set forth above for each party or to such address or addresses designated by notice to the other party.

15. Entire Agreement and Modification. This Agreement contains the entire agreement between parties and shall not be modified in any manner except by an instrument executed by the parties.
16. Choice of Law and Venue. The parties agree that this Agreement will be governed by the law of the State of Colorado and that venue for any dispute shall lie exclusively in the state and federal courts in Colorado.
17. Severability. If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
18. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
19. Authority to Execute. By executing this Agreement each signatory affirms that the signatory has the authority to enter into this Agreement on behalf of their respective entities.

TITLE 15 BUILDING AND CONSTRUCTION

CHAPTER 15.33.010

FENCE ORDINANCE

APPLICABILITY OF FENCE REQUIREMENTS

This section shall apply to all new fences and enlargement of existing fences. DEFINITIONS For the purpose of this Ordinance, certain terms are herewith defined as follows.

1. FENCE — any partition, structure, or gate erected as a dividing marker, barrier or enclosure, including hedges or living bushes or shrubs, within or along the bounds or a lot or parcel
2. HEIGHT — the distance from the grade (ground) to the top of the highest point of the fence at any given point along the fence
3. ADJACENT GRADE — the average grade measured at a point three feet on each side of the fence

FENCE PERMIT Prior to erection, installation, or enlargement of any fence, an application for a Fence Permit must be submitted and approved. A Fence Permit shall be applied for at the Township Assessing/Zoning Office. Compliance review and inspection by the Zoning Administrator will be conducted.

The land owner shall assume full liability arising from any fence. Any permit issued under the provisions of this ordinance in which construction has not been completed within 6 months from the date of issuance shall expire.

REGULATIONS OF FENCES AND PERMITTED INSTALLATION

2 Sides

1. For all fences the installing or requesting party shall construct the fence with the "post side" or "bad side" facing the installing party's property. This provision shall apply to both side yard and rear yard fences.
2. Fence regulations shall be as follows.
 1. Fences shall not contain electrification, barbed wire, razor wire, spikes, nails, or other sharp pointed instruments affixed, placed upon or allowed to exist in any manner attached to a fence or part of a fence. Excepting electrification and barbed wire which can be used in districts where animal husbandry is a permitted use.
 2. No person shall install, construct, or maintain any fence on easements, right-of-ways or any properties not owned, leased, or rented by that person.
 3. Materials shall consist of cyclone-type metal links and posts, wood components, or equivalent materials, or natural vegetation. Pallets and other materials not considered a fencing product are not allowed. The zoning and planning committee will review any conflicts that may arise and make a recommendation to the town council.
 4. Fences on all lots of record, in all residential districts which enclose property and/or within a required side and rear yard, shall not exceed six (6) feet in height, measured from the surface of the ground and shall not extend toward the front of X-5 the lot nearer than the front of the house or the minimum required front yard setback, whichever is greater.
 5. Fences shall be constructed to allow ample space for maintenance, without having the applicant trespass on the neighboring property to maintain their fence
 6. Fences up to four (4) feet in height may be erected from the front edge of the dwelling to within fifteen (15) feet of the right-of-way unless the fence is of chain link, split rail, or other see-through material which can then be erected from the front edge of the dwelling to and along the road right-of-way. At an intersection, the fence must be erected twenty-five (25) feet of corner right-of-way.
 7. Consideration shall be given to whether a proposed fence enhances the neighborhood or blocks scenic views for nearby property owners and be aesthetically pleasing and in keeping with the character of the neighborhood, as interpreted by the Zoning Board.
 8. All fences shall be maintained in good condition. Including by not limited to paint, stain, and repair of damaged portions, rusted metal, holes, loose components, and sagging fence portions.
 9. Abandoned and/or un-maintained fences shall be repaired or removed within 14 days of written notice given by the Zoning Administrator.
 10. A permit, application, and inspection shall be required. Compliance review by the Zoning Administrator will be conducted. The land owner shall assume full liability arising from any fence.
 11. Commercial and Industrial Districts fencing proposals shall be included in any plans submitted for Site Plan Review, and will be approved or denied by the Planning Commission.

EXEMPTIONS

1. Temporary fences made of woven wire material placed around flower and / or vegetable gardens do not exceed four (4) feet in height will not require a Zoning Compliance Permit.
2. Wood or plastic snow fences for the purpose of limiting snow drifting between November 1 and April 1, protecting construction and excavation sites, and protecting plants during grading and construction is permitted for up to 180 consecutive days or for intervals not exceeding an aggregate of 180 days in any calendar year.

Gerald Barber, Mayor



Town of Ordway

Phone 719-267-3134 232 Main st Ordwa CO 81063 Fax 719-267-3192 Draft Re-Zoning & Special Use Application

| | |
|-----------|----------------|
| Applicant | Property Owner |
| _____ | _____ |
| Address | Address |
| _____ | _____ |
| Zip | Zip |
| _____ | _____ |
| Phone | Phone |
| _____ | _____ |

Circle type of request: Re-zone Special Use

Address of Property In town limits: Yes _____ No _____

Present Zoning _____ Requested Zoning _____

Proposed use _____

Residential _____ Non-Residential _____

Number of Lots/Dwelling Units _____ Number of buildings/Lots _____

Dwelling unit Size (sq. ft.) Square feet _____

Justification for Re-zoning or Special Use

Signature of Applicant

Date

Signature of Owner

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Printed Name

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of Ordway

06/14/21

Check Detail

May 2021

Jul-21

| Date | Name | Original Amount |
|------|------------------------------------------------------|--------------------------------------------|
| | AFLAC | \$ 420.64 420.64 Employee Insurance |
| | Ark Valley Memorial | \$ 1,671.00 |
| | Black Hills | 850.61 |
| | Companion Life 242.37 DPC Industries | 226.26 |
| | Five Ranges Computer | 1,490.00 |
| | Gobins | 107.07 |
| | H5 Custom Apparel | 393.00 |
| | Jody O'Leary | 24.11 |
| | Precision Pest | 35.00 |
| | Thaxtons | 9.87 |
| | Waste Connections | 11,659.80 |
| | Black Hills | 1.65 |
| | USPS 245.00 USPS | 231.00 |
| | Payroll | \$ 6,775.96 |
| | Ruth Froman \$1,417.50 Jesus Hernandez | \$ 2,305.90 |
| | ABC Plumbing | 400.00 |
| | Airgas | 76.68 |
| | Bens Gas House 983.65 Black Hills | \$ 1,645.92 |
| | I Clean Valley Recycling 135.00 Colo Dept of Revenue | \$ 2,106.00 Crowley County \$ 4,236.00 |
| | Great America | 181.73 |
| | INGRAM | 102.57 |
| | Nationwide | \$ 2,864.74 |
| | OBS | 331.34 |

ONE 30.00 PetW Cash 333.40

Malouff 1,370.00 \$

Pipeyard 39.60 \$

Prairier Automotive 801.86 Pueblo County Health 44.00 \$

Reliastar Life Insurance 190.78 \$

Rusler 76.98 \$

SE & EC Recycling 549.78 \$

SECOM 284.99 \$

SE Colo Electric 71.88 \$

UNCC 18.48 \$

Utilibill 199.00 \$

Verizon 130.31 \$

Waste Connections 1,703.19 Replace Headstone \$

Utility \$

Employee Insurance

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Ordway Council

Executive Session Motion Form

(Note: 2/3 quorum present must vote yes; the session may only occur at a regular or special meeting of the body) .

Date: 8/9/21

I MOVE TO GO INTO EXECUTIVE SESSION:

Town

(language in boldface is for inclusion in the motion as applicable; if the stated purpose of the executive session is legal advice, do not combine it with any other purpose):

For a conference with the City/Town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b);

For the purpose of determining positions relative to matters that may be subject to _____ negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section **24-6-402**

To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a);

inv For discussion of a personnel matter under C.R.S. Section **24-6-402(2)(f)** and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees;

For discussion of a matter required to be kept confidential by the following federal or state law, rule, or regulation: _____ under C.R.S. Section **24-6-402**

For discussion of specialized details of security arrangements or investigations under C.R.S. Section **24-6-402**

Other (specify): _____

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES (Presiding Officer may ask Attorney/staff to provide the details):

Dudie Buford Second Mr. Watkins Vote: 7

Motion:

7:42

ANNOUNCEMENT NO. 4

STATEMENT TO BE MADE BY THE PRESIDING OFFICER UPON RETURNING TO THE OPEN MEETING

The time is now 7:07 PM, and the executive session has been concluded. The participants in the executive session were:

TP, BK, JB, JC WATHIA, MARK SM, PR, JB

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

Seeing none, the next agenda item is ...

ANNOUNCEMENT NO. 4

STATEMENT TO BE MADE BY THE PRESIDING OFFICER UPON RETURNING TO

and the executive session has been concluded. The were:

