

**Town of Sedgwick**  
**Meeting Agenda**  
**Monday, October 21, 2024, 6:00PM**

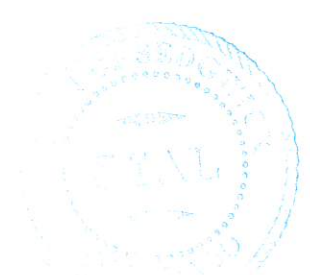
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**Public Comments Information**

If you wish to address the Board of Trustees, there is a “Comment from the Public” scheduled time. Comments on Agenda items will be allowed following the presentation or Board deliberation. Your comments will be **limited to three (3) minutes** and can only speak once on any motion or agenda item.  
**Monthly staff reports to the board are not open for comments.**

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- I. Call to Order**
- II. Pledge Allegiance**
- III. Approve Agenda**
- IV. Approve of Minutes from last Meeting(s)**
- V. Approve of Bills**
- VI. Comments from the public**
- VII. Monthly Reports**
  - Clerk’s Office
    - i. Easement with Jenik land
    - ii. Agreement from Julesburg
    - iii. Agreement with PCTelcom
  - Maintenance
  - Mayor
  - Board of Trustees
- VIII. New Business**
  - Rhonda Gram – Monthly Updates from Sedgwick County Chamber
  - Lupe Casias – Explanations on comments given to Mayor
  - **Resolution No. 24-7** A Resolution of the Town of Sedgwick Acting by and Through its Sedgwick Sewer And Water Enterprise Approving a Loan Between the Colorado Water Resources and Power Development Authority and the Sedgwick Sewer and Water Enterprise in the Principal Amount of Not to Exceed \$2,700,065 for the Purpose of Financing Improvements to the Town of Sedgwick Wastewater Facilities; Authorizing the Form and Execution of a Loan Agreement and a Governmental Agency Bond Evidencing the Loan; Providing that the Governmental Agency Bond Shall Be Payable Only From Revenues of the Sedgwick Sewer and Water Enterprise; and Prescribing Other Details in Connection Therewith.
  - Preliminary Budget Discussions
- IX. Old Business - None**
- X. Executive Session (If needed)**
- XI. Call to Adjourn**



Posted on this 18<sup>th</sup> day of October by Kim Quayle @3:30pm

1:07 PM  
10/17/24  
Accrual Basis

Town of Sedgwick  
Trial Balance  
As of September 30, 2024

	Sep 30, 24	
	Debit	Credit
1021 · Cash on Hand	117.09	
1022 · Points West Bank Checking	428,832.56	
1029 · Savings:1030 · Points West:1031 · 9240	26,793.54	
1029 · Savings:1034 · Cash in Savings - Lottery	11,927.75	
1029 · Savings:1040 · Points West Bank:1043 · Water Surcharge Account	98,589.48	
1029 · Savings:1050 · Equitable Savings:1051 · 05-4505160	40,037.01	
1070 · COLOTRUST:1071 · General Fund #2 - Water Plus	1,164,712.67	
1070 · COLOTRUST:1072 · General Fund #4 - General Plus	1,127,490.75	
1070 · COLOTRUST:1073 · General Fund #3 - CIP Plus	1,227,749.37	
1070 · COLOTRUST:1074 · General Fund #1 - Sewer CIP	1,512,526.18	
1081 · Cash - County Treasurer	238.98	
<b>TOTAL</b>	<b>5,639,015.38</b>	<b>0.00</b>

**Town of Sedgwick**  
**Profit & Loss**  
 September 2024

	Sep 24
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4122 · Current Property Taxes	145.20
4142 · Specific Ownership Taxes	122.37
4152 · Interest on Taxes	5.57
4172 · Sales Tax	15,320.20
4212 · Cigarette Tax	32.61
4222 · Road and Bridge	12.94
4232 · Motor Vehicle	129.44
4242 · Mineral leasing	0.47
4300 · Utilities Clearing	2,048.42
4323 · Water Sales	6,212.42
4333 · Sewer Sales	3,822.10
4386 · Trash Collections	2,517.00
4392 · Other Income	
4392.1 · Occupation Tax	53,148.11
4392.2 · Excise Tax	1,065.61
4392.3 · State of Colorado	14,735.93
4392.4 · Lodging Tax	104.00
4392 · Other Income - Other	0.00
<b>Total 4392 · Other Income</b>	<b>69,053.65</b>
4393 · Other Income	0.00
4412 · Highway Use Tax	1,334.04
4514 · Lottery Proceeds	426.26
4802 · Interest Income	21,738.01
4806 · Interest Income - TF	29.75
<b>Total Income</b>	<b>122,950.45</b>
<b>Gross Profit</b>	<b>122,950.45</b>
<b>Expense</b>	
6002 · County Treasurer's Fees	3.28
6032 · Office Expense - GG	945.42
6042 · Professional Services - GG	15,058.00
6062 · Supplies and Maintenance - GG	1,970.91
6072 · Telephone - GG	260.40
6092 · Miscellaneous - GG	1,500.00
6102 · Utilities - TH - GG	318.40
6140 · Contributions	200.00
6142 · Street Lighting	210.11
6162 · Street Maintenance	104.23
6232 · Pest and Weed Control	0.00
6262 · Harvest Festival	2,356.32
6462 · Supplies and Maintenance Park	400.00
6492 · Miscellaneous - Park	-134.75
7063 · Supplies & Maintenance - Water	1,522.96
7073 · Utilities - Water	568.68
7163 · Supplies and Maintenance - Sewer	5,148.10
7173 · Utilities - Sewer	63.11
7346 · Landfill - Trash	506.96
7366 · Supplies and Maintenance - Tras	0.00
7800 · Salaries Clearing	
7806 · Salary-Ed Smith Jr.	108.15
7809 · Salary-Richard M Kehm	4,097.03
7815 · Salary-Heather Moore	2,591.87
7820 · Salary - Kim E Quayle	1,750.19
7825 · Salary-Eduardo Sanchez	2,996.13
7800 · Salaries Clearing - Other	325.18
<b>Total 7800 · Salaries Clearing</b>	<b>11,868.55</b>
7990 · Supplies and Maint. - Clearing	168.32

Town of Sedgwick  
**Profit & Loss**  
September 2024

	<u>Sep 24</u>
7994 · Utilities - Clearing	51.55
7995 · Payroll Taxes - Clearing	<u>328.40</u>
<b>Total Expense</b>	<u>43,418.95</u>
<b>Net Ordinary Income</b>	79,531.50
<b>Other Income/Expense</b>	
<b>Other Expense</b>	
8343 · Grant Expense - Local	<u>0.00</u>
<b>Total Other Expense</b>	<u>0.00</u>
<b>Net Other Income</b>	<u>0.00</u>
<b>Net Income</b>	<u><u>79,531.50</u></u>

1:09 PM  
10/17/24

**Town of Sedgwick**  
**Check Detail**  
September 10 through October 21, 2024

Num	Name	Memo	Account	Paid Amount
	IRS	Auto Withdraw	1022 · Points West Bank Ch...	
		Auto Withdraw	7995 · Payroll Taxes - Clearing	-2,605.46
TOTAL				-2,605.46
13366	Sedgwick County Chamb...	Chamber Bucks	1022 · Points West Bank Ch...	
		Chamber Bucks Donation	6092 · Miscellaneous - GG	-1,500.00
TOTAL				-1,500.00
13381	744 Branding Co.		1022 · Points West Bank Ch...	
		Olson Family T-Shirts	6262 · Harvest Festival	-880.00
		Harvest Festive Volunteer T-Shirts	6262 · Harvest Festival	-180.00
TOTAL				-1,060.00
13382	Arta Sidel	Harvest Festival Entry Tags.	1022 · Points West Bank Ch...	
		Entry Tags Purchases at Staats awards.com	6262 · Harvest Festival	-141.50
TOTAL				-141.50
13383	Northeast colorado health...	Bacteria Test	1022 · Points West Bank Ch...	
		Water Bacteria Test	7063 · Supplies & Mainten...	-20.00
TOTAL				-20.00
13384	Sedgwick County Booster...		1022 · Points West Bank Ch...	
		Donation	6140 · Contributions	-200.00
TOTAL				-200.00
13385	Sterling Trophy Shop	Honored Citizens - Harvest Fest	1022 · Points West Bank Ch...	
		Honored Citizens Neta Olson - Harvest Fest	6262 · Harvest Festival	-46.32
TOTAL				-46.32
13386	Usa Blue Book		1022 · Points West Bank Ch...	
		Pump	7063 · Supplies & Mainten...	-87.95
TOTAL				-87.95
13387	Marick's Waste Disposal		1022 · Points West Bank Ch...	
		Harvest Festival Port a poties	6262 · Harvest Festival	-1,110.00
		Potty Cleaning	6462 · Supplies and Mainten...	-400.00
		Spring Clean up	6062 · Supplies and Mainten...	-1,190.00
TOTAL				-2,700.00
13388	Edward D Smith	Payroll	1022 · Points West Bank Ch...	
		Gross Payroll	7806 · Salary-Ed Smith Jr.	-108.15
		Social Security	7995 · Payroll Taxes - Clearing	
		Mediciad	7995 · Payroll Taxes - Clearing	
TOTAL				-99.87
13389	Richard M. Kehm	Payroll	1022 · Points West Bank Ch...	
		Gross Payroll	7809 · Salary-Richard M Kehm	-4,097.03
		Social Security	7995 · Payroll Taxes - Clearing	
		Medicare	7995 · Payroll Taxes - Clearing	
		Federal	7995 · Payroll Taxes - Clearing	
		Colorado W/H	7995 · Payroll Taxes - Clearing	
		AFLAC	7995 · Payroll Taxes - Clearing	
TOTAL				-3,302.96

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10/17/24

**Town of Sedgwick**  
**Check Detail**  
September 10 through October 21, 2024

Num	Name	Memo	Account	Paid Amount
13390	Heather M. Moore		1022 · Points West Bank Ch...	
		Gross Payroll	7815 · Salary-Heather Moore	-2,481.34
		Social Security	7995 · Payroll Taxes - Clearing	
		Mediciad	7995 · Payroll Taxes - Clearing	
		Federal	7995 · Payroll Taxes - Clearing	
		Colorado	7995 · Payroll Taxes - Clearing	
		AFLAC	7995 · Payroll Taxes - Clearing	
TOTAL				-2,105.10
13391	Kim E. Quayle	Payroll	1022 · Points West Bank Ch...	
		Payroll	7820 · Salary - Kim E Quayle	-1,348.94
		Social Security	7995 · Payroll Taxes - Clearing	
		Medicare	7995 · Payroll Taxes - Clearing	
		Federal	7995 · Payroll Taxes - Clearing	
		Colorado	7995 · Payroll Taxes - Clearing	
		AFLAC	7995 · Payroll Taxes - Clearing	
TOTAL				-1,006.40
13392	Eduardo Sanchez	Payroll	1022 · Points West Bank Ch...	
		Gross Payroll	7825 · Salary-Eduardo Sanch...	-2,946.86
		Social Security	7995 · Payroll Taxes - Clearing	
		Medicare	7995 · Payroll Taxes - Clearing	
		Federal	7995 · Payroll Taxes - Clearing	
		Colorado	7995 · Payroll Taxes - Clearing	
		AFLAC	7995 · Payroll Taxes - Clearing	
TOTAL				-2,325.58
13393	AC-DC Water Works LLC	ORC Services	1022 · Points West Bank Ch...	
		ORC Monthly Contract Services	7063 · Supplies & Maintenan...	-400.00
		Testing Samples, Double Check valve ordering, hypochlorite parts and ...	7063 · Supplies & Maintenan...	-168.78
TOTAL				-568.78
13394	CenturyLink	334021765	1022 · Points West Bank Ch...	
		Phone lines and Fax line	6072 · Telephone - GG	-260.40
TOTAL				-260.40
13395	CIRSA		1022 · Points West Bank Ch...	
		Property/Casualty Quarterly payments for 2024	7896 · Insurance Clearing	-3,134.95
		Workman-Comp Quarterly payments for 2024	7896 · Insurance Clearing	-882.10
TOTAL				-4,017.05
13396	Freedom Repair & Mainte...	BackFlow Preventors Testing	1022 · Points West Bank Ch...	
		BackFlow Preventors Testing - 2 locations at \$58 ea	7063 · Supplies & Maintenan...	-116.00
TOTAL				-116.00
13397	Helena		1022 · Points West Bank Ch...	
		41 Extra - 41.50//Gal	6062 · Supplies and Mainten...	-289.28
TOTAL				-289.28

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10/17/24

## Town of Sedgwick Check Detail September 10 through October 21, 2024

Num	Name	Memo	Account	Paid Amount
13398	Highline Electric Ass'n		1022 · Points West Bank Ch...	
		Water Pump -66552	7073 · Utilities - Water	-360.88
		New Shop - 8280879	7994 · Utilities - Clearing	-52.07
		New Town - 822186	6102 · Utilities - TH - GG	-118.15
		Museum - 8426371	6102 · Utilities - TH - GG	-43.47
		Pump #2 - 40915	7073 · Utilities - Water	-140.99
		Street Lights -41680	6142 · Street Lighting	-221.30
		Sewer - 62657	7173 · Utilities - Sewer	-64.23
		Rodeo Grounds	6102 · Utilities - TH - GG	-67.74
		Community Center	6102 · Utilities - TH - GG	-99.56
TOTAL				-1,168.39
13399	IDEAL Linens & Uniform		1022 · Points West Bank Ch...	
		Community center Linens and rugs for Town Hall	7990 · Supplies and Maint. - ...	-123.57
TOTAL				-123.57
13400	IHeart Media		1022 · Points West Bank Ch...	
34743...		Radio advertising	6262 · Harvest Festival	-500.00
TOTAL				-500.00
13401	Journal Office		1022 · Points West Bank Ch...	
		Copy machine fees	6032 · Office Expense - GG	-80.00
TOTAL				-80.00
13402	Julesburg Family Market	Account# 8814	1022 · Points West Bank Ch...	
		Hardware, Paint and supplies	6062 · Supplies and Mainten...	-110.09
TOTAL				-110.09
13403	Kelly, P.C.		1022 · Points West Bank Ch...	
		Legal Fees - Regular	6042 · Professional Services ...	-301.00
		Legal Fees for Sewer Project	7163 · Supplies and Mainten...	-236.50
TOTAL				-537.50
13404	Knapp Electric		1022 · Points West Bank Ch...	
		Generac Generator Repair.	7163 · Supplies and Mainten...	-363.00
TOTAL				-363.00
13405	Liittjohann Kauffman & P...		1022 · Points West Bank Ch...	
		2023 Audit Prep	6042 · Professional Services ...	-4,000.00
TOTAL				-4,000.00
13406	Northeast colorado health...	Bacteria Test	1022 · Points West Bank Ch...	
		Water Bacteria Test	7063 · Supplies & Maintenan...	-20.00
TOTAL				-20.00
13407	Points West Cardmember...		1022 · Points West Bank Ch...	
		Postage, Batteries, harvest supplies and Wix.com annual membership	6032 · Office Expense - GG	-926.62
		Tractor parts Murphy Tractor	6062 · Supplies and Mainten...	-780.91
TOTAL				-1,707.53
13408	Prairie Mountain Media		1022 · Points West Bank Ch...	
		Advertisement/Postings	6032 · Office Expense - GG	-18.80
TOTAL				-18.80

**Town of Sedgwick**  
**Check Detail**  
 September 10 through October 21, 2024

Num	Name	Memo	Account	Paid Amount
13409	PVS DX, INC	737000243.24	1022 - Points West Bank Ch...	
		Sodium Hypo	7063 - Supplies & Mainten...	-759.03
TOTAL				-759.03
13410	S & W Auto Supply		1022 - Points West Bank Ch...	
		DEF	7990 - Supplies and Maint. - ...	-31.97
		Bolts Washers, Clamps, Radiator cap	7990 - Supplies and Maint. - ...	-12.78
TOTAL				-44.75
13411	Sedgwick County Lumber		1022 - Points West Bank Ch...	
		Paint Supplies, and lumber	6162 - Street Maintenance	-104.23
TOTAL				-104.23
13412	Sedgwick County Sales	Landfill Fees	1022 - Points West Bank Ch...	
		Landfill Fees	7346 - Landfill - Trash	-506.96
TOTAL				-506.96
13413	Work Force	Annual 1/3 of Towns Sewer Lines cleaned	1022 - Points West Bank Ch...	
		Annual 1/3 of Towns Sewer Lines cleaned	7163 - Supplies and Mainten...	-4,954.60
TOTAL				-4,954.60



**Sunday Sep, 01 2024 - Monday Sep, 30 2024**

4

Users Processed:

Standard Hours:

Overtime 1.5x Hours:

Overtime 2.0x Hours:

Sick Hours:

Vacation Hours:

Holiday Hours:

Unpayable/Salaried Hours:

Total Fixed Pay: \$10,874.17

Total Variable Pay: \$0.00

Total Payroll: \$10,874.17

545.51

8.00

537.51

Rounding Interval Applied: —

Total Records Processed: 67

Records Crossing Dateline: 1 Standard

Records Qualifying for Shift Differential: —

Records Exceeding Hours Threshold: —

Kehm, Richard	144.44	10.00	40.00	94.44	—	X	X	\$4,097.03
Moore, Heather	139.01	7.50	—	7.50	—	X	X	\$2,481.34
Quayle, Kim	87.31	—	—	—	X	X	X	\$1,348.94
Sanchez, Eduardo	174.75 (8.00)	163.66	3.09	—	X	X	X	\$2,946.86

**Legend**

Ⓞ View Details/Notes

# User Signed

Ⓢ Approved

X One or more records not signed/approved

— N/A

Duane Smith

7.50 hours x \$14.42 =

\$108.15

**Town of Sedgwick  
Record of Proceedings  
September 9th, 2024**

**Members Present:** Danny Smith, Darrin Tobin, Dale Jones, Roger Munson, Traci Sanchez, Peggy Owens, Bailey Nail.

**Employees Present:** Heather Moore, Richard Kehm

**Call to Order:** The Town Board met in regular session. A quorum was verified, and the meeting was called to order at 6:00 pm by Mayor Danny Smith

**Roll Call Mayor Danny Smith Here**

Traci Sanchez	Here	Bailey Nail	Absent
Peggy Owens	Here	Roger Munson	Here
Dale Jones	Here	Darrin Tobin	Here

**Approval of Agenda**

**Motion: Approval of Agenda**

Traci Sanchez made a motion to approve the agenda; Peggy Owens seconded, all in favor; none opposed, motion carried.

**Approval of Minutes**

- A few miss-spelled corrections.

**Motion: Approve the minutes**

Traci Sanchez made a motion to approve the minutes with corrections; Darren Tobin seconded, all in favor; none opposed, motion carried.

**Bills (Published in Julesburg Advocate)**

- Three added bills that need to be added to the list.
- Extra Items form Harvest fest was added as well one for Olson family for T-Shirts for the Volunteers.

**Motion: Bills Roll Call Vote**

Peggy Owens made a motion to pay the bills with added checks, Dale Jones seconded. (Roll Call: All Voted for, None Against) motion carried.

**Clerk's Office**

- Trish reassured us that she is staying with Dan Pederson, so we don't have a big push at this time to talk to Dan about when he retires.
- Working with GMS and State to get ready for our loan and the information needed for that.

**Maintenance**

- Grader needs a new cable, I will work on finding that cable.
- We are thinking it's time to stop spraying Mosquitoes
- Spoke to Marick's about rental price in the trash truck, they had no advice because that isn't something they do.

- Alan Coyne:
  - We will looking at the Water Tower being repaired in October when the contractor is done at Peetz.
  - PFAS grant was available for us, so I signed the Town up for that new sewer testing.
- Danna with GMS – Sewer Project Update.
  - Our Loan forgiveness was approved, next step is getting the Loan Resolution prepared and approved by the Board.
  - Bond Counsel and Legal Council will work together on that for the next meeting.
  - Easement and MOU has been sent today for the Jenik's Property.

### Mayors Report

- Harvest Festival went really good and thank you to everyone that helped.
- The Guy that paints mural's, and he said he will paint two signs for us for \$750. He is the one that is painting the church in Ovid.
- Betty and I painted the signs for Harvest Festival and would like to donate them to the school. They do a 100<sup>th</sup> day of school celebration and they are doing Dr. Suess
- The Tractor Pull kids sent a thank you card.

#### Motion:

Dale Jones made a motion to approve of hiring the guy to paint the town signs; Roger Munson seconded, all in favor; none opposed, motion carried.

#### Motion:

Traci Sanchez made a motion to donate the Dr. Suess signs to the school; Roger Munson seconded, all in favor; none opposed, motion carried.

### Board of Trustees

- Dale Jones
  - Thank you everyone on helping with Harvest Festival. And I would like to oversee hiring the Bands going forward. I would like to hire the same band again for next year. We haven't discussed price yet, I am meeting with them next month to discuss that.
  - The fire department donated tickets to the Demo Derby to the band and they were so honored.

### Public Comments – reminded they will have 3mins.

- Lupe Casias – I will wait till next month, again, to be on the agenda to discuss my 21 points that I brought to the Mayor.
- Dora Devie – Thank you to Traci, Lupe and Nita for all the help. We had some cash to return to the Board from the exhibits.
- Linda and Shelly – The Tree grant was approved, and meeting will be held September 17<sup>th</sup> in Julesburg to go over the grant.

### New Business

- Sedgwick County Boster Membership – Asking for a donation
  - Last year we donated \$200.

#### Motion:

Peggy Owens made a motion to donate \$200 Cougar Booster level; Roger Munson seconded, all in favor; none opposed, motion carried.

- **Kim Orth and Anna Scott.**
  - We are representing the Hippodrome, with an Invitation to you all for a presentation by Andrew McCray September 25<sup>th</sup> at 7pm at the Sedgwick Community Recreation Center. He is training small communities to improve ways to go from ordinary to extraordinary communities. He has written a book about this as well. We have a Grant to help with community communication and building up morale. The next day there will be a smaller group for Town Board Members to have a more intimate time with Andrew.
- **Jamie Smith - PCTelcom discussion on Fiber Optics in Town.**
  - We have a grant that will bring Fiber to the area. It will come down C.R.30. Then we would like to come down Main St with that line.
    - Previous discussions stopped due to the contract not being acceptable and the fact the Town is trying to get a Sewer Project completed, and then we will work on our water Project. The only item we don't agree with on the original contract is free internet for Town Hall.
    - We are now willing to work with the town on assisting with locating the lines when you're working through any of these projects.
    - We are looking at starting with just the main line in 2026 that is funded by the grant, and we come back later to branch off that line to the homes at the cost being absorbed by PCTelcom.
    - We brought Map of what our plan is. It can be posted here so people can review it.
- **24-5 Resolution: IGA – Julesburg Trash Truck Rental Fee**
  - Board discussed how to charge the Town of Julesburg. They discussed if maintenance or repairs should be involved.
  - \$200 a day was discussed if that would cover wear and tear and regular maintenance or repairs. If they break it, they fix it.
  - And if the Town needs the Truck for our own trash day the truck must be available.
  - Returned Full of Diesel and in the same condition as it was picked up.
  - Name the Town as Insured.

**Motion:**

Dale Jones made a motion to accept Resolution 24-5 with stipulations added.; Darrin Tobin seconded, all in favor; none opposed, motion carried.

- **Rhonda Graham**
  - Chamber Bucks is off and running last year you contributed \$1,500.00 and we ask if that is something the Town would be willing to do that again, and if they would be willing to accept them for payments.
    - Board members mentioned that we always donate and yet we hardly receive the same kind of support from other towns or recognition.
  - Snack Backs KBL and Highline are putting together grab bags to take out to the local farmers in the field, would the Town like to purchase items to put in the grab bags.
    - The board decided to purchase 100 Gatorades and 100 Beef Sticks as the contribution.
  - There has been some progress in the Housing Grant.
  - September 12<sup>th</sup> is a planning and zoning meeting at 8am at the Sedgwick County Community Center for the Wind Towers Project.

**Motion:**

Dale Jones made a motion to Purchase 100 Small Gatorades and 100 Beef Jerk to Snack Backs; Roger Munson seconded, all in favor; none opposed, motion carried.

**Motion:**

Traci Sanchez made a motion to Contribute \$1500 to Chamber Bucks; Peggy Owens seconded, all in favor; none opposed, motion carried.

**Old Business**

- None

**Meeting Adjourned:**

**Motion:**

At 7:23pm, Traci Sanchez made a motion to adjourn, Dale Jones seconded, all were in favor, none apposed motion carried.

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Mayor

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Attest: Town Clerk

SEAL

STATE OF COLORADO )  
 )  
COUNTY OF SEDGWICK )  
 )  
TOWN OF SEDGWICK )

The Board of Trustees of the Town of Sedgwick, Colorado, met in regular session in full conformity with law and the ordinances and rules of the Town at the Sedgwick Town Hall, 29 Main Avenue, Sedgwick, Colorado, on Monday, the 21st day of October, 2024, at 6:00 p.m.

Upon roll call the following were present in person or via teleconference, constituting a quorum:

Mayor: Danny Smith  
Trustees: Peggy Owens  
Dale Jones  
Roger Munson  
Traci Colbeck-Sanchez  
Darrin Tobin  
Bailey Nail

Also present:

Town Clerk: Heather Moore

Absent:

Thereupon Trustee \_\_\_\_\_ introduced, and as copies were available for the public, there was read by title only, the following Resolution:

**RESOLUTION NO. 24-7**

**A RESOLUTION OF THE TOWN OF SEDGWICK ACTING BY AND THROUGH ITS SEDGWICK SEWER AND WATER ENTERPRISE APPROVING A LOAN BETWEEN THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY AND THE SEDGWICK SEWER AND WATER ENTERPRISE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,700,065 FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE TOWN OF SEDGWICK WASTEWATER FACILITIES; AUTHORIZING THE FORM AND EXECUTION OF A LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND EVIDENCING THE LOAN; PROVIDING THAT THE GOVERNMENTAL AGENCY BOND SHALL BE PAYABLE ONLY FROM REVENUES OF THE SEDGWICK SEWER AND WATER ENTERPRISE; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.**

WHEREAS, the Sedgwick Sewer and Water Enterprise (the "Enterprise") is a duly created water activity enterprise existing under the provisions of Title 37, Article 45.1, Colorado Revised Statutes ("Water Activity Law"); and

WHEREAS, the Enterprise has no authority to levy or collect or use in its operations taxes, whether sales taxes, use taxes or ad valorem taxes; and

WHEREAS, the Board of Trustees ("Board") of the Town of Sedgwick ("Town") is acting hereunder as the governing body of the Enterprise; and

WHEREAS, the Enterprise is a government owned business authorized to issue its own revenue bonds and receiving under ten percent (10%) of annual revenue and grants from all Colorado state and local governments combined and it is hereby determined that the Enterprise is an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town, acting by and through the Enterprise, has heretofore determined to construct a new evaporative non-discharging lagoon wastewater treatment facility replacing the existing discharging lagoon wastewater treatment facility (the "Project"), said Project to be operated and maintained as part of the wastewater system of the Enterprise (the "System"); and

WHEREAS, the Enterprise is authorized by Title 37, Article 45.1, C.R.S., and Article X, Section 20 of the Colorado Constitution to issue revenue bonds authorized by action of the Board without the approval of the electors of the Town, such bonds to be issued in the manner provided in Part 4 of Article 35 of Title 31, C.R.S.; and

WHEREAS, the Board, acting by and through the Enterprise, has determined and hereby determines that it is in the best interests of the Town, and the residents thereof, to enter into a loan agreement (the "Loan Agreement") with the Colorado Water Resources and Power Development Authority (the "CWRPDA") pursuant to which the CWRPDA will loan to the Enterprise, an amount not to exceed \$2,700,065, payable over 30 years at one and three quarters percent (1.75%) interest with Up-Front Principal Forgiveness to be Applied at Closing of approximately

\$1,000,000 for a Maximum Total Principal to be Repaid after Application of Up-Front Principal Forgiveness of \$1,700,065 all in accordance with the terms of the Loan Agreement; and

WHEREAS, none of the members of the Board have any potential conflicting interest in connection with the authorization, issuance, or sale of the bond, or the use of the proceeds thereof; and

WHEREAS, the Board desires to authorize the issuance and sale of the bond and the execution of the foregoing documents.

BE IT RESOLVED BY THE GOVERNING BODY OF THE SEDGWICK SEWER AND WATER ENTERPRISE:

**Section 1. Definitions.** As used herein, the capitalized terms shall have the respective meanings set forth below, unless the context indicates otherwise, all other capitalized terms shall have the respective meanings set forth in the Loan Agreement.

**Bond:** the Governmental Agency Bond, dated as of the date of issuance, issued in the aggregate principal amount of not to exceed \$2,700,065, as authorized by this Resolution.

**C.R.S.:** the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

**Loan Agreement:** that Loan Agreement between the Colorado Water Resources and Power Development Authority and the Town of Sedgwick, Colorado acting by and through its Sedgwick Sewer and Water Enterprise dated \_\_\_\_\_.

**Owner:** the owner of the Bond.

**Project:** the construction of a new evaporative non-discharging lagoon wastewater treatment facility replacing the existing discharging lagoon wastewater treatment facility.

**Resolution or Bond Resolution:** this Resolution No. \_\_\_\_\_ of the Sedgwick Sewer and Water Enterprise.

**System:** Includes (i) any facility, plant, works, system, building, structure, improvement, machinery, equipment, fixture or other real or personal property, relating to the collection, treatment, storage and distribution of water or the collection, treatment, transmission and disposal of wastewater that is owned, operated, or controlled by the Town of Sedgwick acting by and through the Sedgwick Sewer and Water Enterprise, including, without limitation, the Project (ii) any renewal, replacement, addition, modification or improvement to (i) above, and (iii) all real or personal property and rights therein and appurtenances thereto necessary or useful or convenient for the effectiveness of the purposes of the Enterprise in the transmission, treatment, storage and distribution of water or the collection, treatment, transmission and disposal of wastewater.

**Section 2. Approval of Loan Agreement.** That Loan Agreement in substantially the form presented herewith between the Colorado Water Resources and Power Development Authority and the Sedgwick Sewer and Water Enterprise and evidencing a loan from the Colorado Water Resources and Power Development Authority to the Town of Sedgwick, Colorado, acting



by and through its Sedgwick Sewer and Water Enterprise is hereby approved and the Enterprise is authorized to undertake and complete the Project.

**Section 3. Authorization of Bond.** In accordance with the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 11, Article 57, Part 2, C.R.S.; Title 37, Article 45.1, C.R.S.; and all other laws of the State of Colorado and pursuant to the Loan Agreement, there shall be issued the "Governmental Agency Bond" of the Enterprise, in the aggregate principal amount of not to exceed \$2,700,065, for the purpose of paying the costs of the Project (the "Project Costs"). The accomplishment of the Project is hereby authorized, approved, and ordered.

**Section 4. Election to Apply Supplemental Act.** Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") provides that a public entity may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply some of the provisions of the Supplemental Act to the Loan Agreement and the Bond.

**Section 5. Special Obligations.** The Bond shall be payable only out of the Pledged Property as defined in the Loan Agreement. The Owner may not look to any general or other fund of the Town for payment of the principal and/or interest on the Bond, except the funds and accounts pledged thereto by this Resolution and the Loan Agreement, and the Bond shall not constitute a debt or an indebtedness of the Town within the meaning of Article XI, Section 6 of the Colorado Constitution or any statutory provision or limitation; nor shall it be considered or held to be a general obligation of the Town. Pursuant to Section 11-57-208 of the Supplemental Act, the revenue pledged to the payment of the Bond and Loan Agreement (the "Pledged Property" as defined in the Loan Agreement) shall immediately be subject to the lien of the pledge without any physical delivery thereof, filing or further act. The lien of such pledge shall have the priority described in the Loan Agreement and shall be binding and enforceable against all persons having claims of any kind in tort, contract, or otherwise, irrespective of whether such persons have notice of such lien.

**Section 6. Bond Details.** The Bond shall be in the principal amount of not to exceed \$2,700,065, with Up-Front Principal Forgiveness to be Applied at Closing, payable over 30 years and which shall bear interest at the rate of one and three-quarters percent (1.75%), shall mature as provided in the Loan Agreement, and shall be payable in the time and manner, and shall be subject to optional prepayment, as set forth in the Loan Agreement. The Enterprise shall execute and deliver to the Authority the Bond pursuant to the Loan Agreement as evidence of the Loan Repayments, as defined in the Loan Agreement. The Bond shall be substantially in the form set forth in the Loan Agreement.

**Section 7. Conclusive Recital.** Pursuant to Section 11-57-210 of the Supplemental Act, the Bond shall contain a recital that it is issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

**Section 8. No Recourse Against Officers and Agents.** Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Town or Enterprise acts in good faith, no civil recourse shall be available against such member, officer, or

agent for payment of the principal, interest or prior redemption premiums on the Bond. Such recourse shall not be available either directly or indirectly through the Board, the Town or the Enterprise, or otherwise whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bond and as part of the consideration of its sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

**Section 9. Form and Execution of the Bond.** The Bond shall be executed with a facsimile or manual signature of the Mayor of the Town, sealed with a facsimile or manual impression of the seal of the Town, and attested by the facsimile or manual signature of the Town Clerk. Should any officer whose facsimile or manual signature appear on the Bond cease to be such officer before delivery of the Bond to a purchaser, such facsimile or manual signature shall nevertheless be valid and sufficient for all purposes.

**Section 10. Disposition and Investment of Proceeds.** The Bond shall be issued and sold for the purpose of paying the Project Costs. The Owner shall not be responsible for the application or disposal by the Town or any of its officers of the funds derived from the sale thereof.

All or any portion of the Bond Proceeds may be temporarily invested or reinvested, pending such use, in securities or obligations which are lawful investments.

**Section 11. Authorization to Execute Documents.** The Mayor and Town Clerk shall and they are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, the execution of such certificates and affidavits as may be reasonably required. The execution by the Mayor of the Town of any document authorized herein shall be conclusive proof of the approval by the Town of the terms thereof.

**Section 12. Authorized Officer.** Danny Smith, Mayor of the Town of Sedgwick or his successor, and Heather Moore, Town Clerk, or her successor, are hereby authorized to act as the "Authorized Officer" under the Loan Agreement (as such term is therein defined), and to furnish their names to the Authority in accordance with the Loan Agreement.

**Section 13. Costs and Expenses.** All costs and expenses incurred in connection with the issuance and payment of the Bond shall be paid either from the proceeds of the Bond or from legally available moneys of the Enterprise, or from a combination thereof.

**Section 14. Ratification and Approval of Prior Actions.** All actions heretofore taken by the officers of the Town and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the authorization, sale, issuance, and delivery of the Bond are hereby ratified, approved, and confirmed.

**Section 15. Resolution Irrepealable.** After the Bond has been issued, this Resolution shall constitute a contract between the Owner and the Enterprise, and shall be and remain irrepealable until the Bond shall have been fully paid, satisfied, and discharged, as herein provided.

**Section 16. Repealer.** All orders, bylaws, resolutions of the Enterprise, or parts thereof inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

**Section 17. Severability.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

**Section 18. Recording and Authentication.** Upon adoption hereof, this Resolution shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

**Section 19. Effective Date.** This Resolution shall take effect immediately upon adoption.

INTRODUCED, READ AND PASSED AS A RESOLUTION at a regular meeting of the Board of Trustees acting as the governing body of the Sedgwick Sewer and Water Enterprise on the \_\_\_\_ day of \_\_\_\_\_, 2024.

( S E A L )

ATTESTED:

\_\_\_\_\_  
Mayor

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

It was thereupon moved by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ that the foregoing Resolution, introduced at this meeting as aforesaid, be passed and adopted.

The question being upon the adoption of the motion, the roll was called with the following result:

Those voting YES:

Mayor:	Danny Smith
Trustees:	Peggy Owens
	Dale Jones
	Roger Munson
	Traci Colbeck-Sanchez
	Darrin Tobin
	Bailey Nail

Those voting NO: \_\_\_\_\_

\_\_\_\_\_ ( ) members of the Board of Trustees present having voted in favor of said motion, the presiding officer thereupon declared the motion carried and that the Resolution was passed and adopted.

Thereupon, after consideration of other business to come before the Board, the meeting was adjourned.

( S E A L )

\_\_\_\_\_  
Mayor

ATTESTED:

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

STATE OF COLORADO )  
 )  
COUNTY OF SEDGWICK )  
 )  
TOWN OF SEDGWICK )

I, Heather Moore, Town Clerk of the Town of Sedgwick, Colorado, do hereby certify that the foregoing pages numbered 1 to 7, inclusive, constitute a full and correct copy of the record of the proceedings of the Board of Trustees of the Town acting as the governing body of the Sedgwick Sewer and Water Enterprise, taken at a regular meeting thereof, held the Sedgwick Town Hall at 29 Main Avenue, Sedgwick, Colorado, so far as said minutes relate to a Resolution concerning approving a loan between the Colorado Water Resources and Power Development Authority and the Town of Sedgwick, Colorado, acting by and through its Sedgwick Sewer and Water Enterprise for the purpose of financing improvements to the wastewater system; that said Resolution has been duly authenticated by the signatures of the presiding officer of the Board of Trustees and myself, as Town Clerk of the Town, sealed with the corporate seal of the Town and the Resolution recorded in the Book kept for that purpose in my office.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Town, this \_\_\_\_ day of \_\_\_\_\_, 2024.

( S E A L )

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

[DATED: Closing Date]

Colorado Water Resources and  
Power Development Authority

Ladies and Gentlemen:

We are attorneys admitted to practice in the State of Colorado and we have acted as bond counsel for **TOWN OF SEDGWICK, COLORADO, ACTING BY AND THROUGH ITS SEDGWICK SEWER AND WATER ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution, and delivery by the Governmental Agency of the Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting we have examined the Constitution and laws of the State of Colorado and proceedings relating to organization of the Governmental Agency. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

- (a) the Loan Agreement, dated as of \_\_\_\_\_ (the "Loan Agreement"), by and between the Authority and the Governmental Agency;
- (b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement, and the execution, issuance, and delivery thereof by the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) the Governmental Agency Bond, dated as of \_\_\_\_\_ (the "Governmental Agency Bond"), issued by the Governmental Agency to the Authority to evidence the Loan (as defined in the Loan Agreement);
- (d) the proceedings of the governing body of the Governmental Agency relating to the issuance, of the Governmental Agency Bond, and the execution, issuance, and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents");

(e) all outstanding instruments relating to the bonds, notes, or other indebtedness of, or relating to the Governmental Agency; and

(f) the opinion of Melinda Culley, Esq., of Kelly P.C., General Counsel to the Town.

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates, and other instruments, and made such investigation of law as in our judgment we have deemed necessary or appropriate to enable us to render the opinions expressed below.

Based upon the foregoing, we are of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation.

(2) The Governmental Agency has full legal right and authority to execute the Loan Documents and the Governmental Agency has full legal right and authority to observe and perform its respective duties, covenants, obligations, and agreements thereunder; subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment, or other similar laws affecting creditors' rights generally (Creditor's Rights Limitations), heretofore or hereafter enacted.

(3) The Governmental Agency has pledged the Pledged Property described in Paragraph (3) of Exhibit A to the Loan Agreement for the punctual payment of the principal on the Loan and all other amounts due under the Loan Documents according to their respective terms, and the Authority has a first lien on such Pledged Property, but not an exclusive first lien. No filings or recordings are required under the Colorado Uniform Commercial Code in order to provide a first lien on such Pledged Property, and all actions have been taken as required under Colorado law to insure the priority, validity, and enforceability of such lien.

(4) The Loan Documents have been duly authorized, executed, and delivered by the authorized officers of the Governmental Agency; and, assuming in the case of the Loan Agreement, that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed, and delivered the Loan Agreement, the Loan Documents constitute the legal, valid, and binding obligations of the Governmental Agency enforceable in accordance with their respective terms; subject, however, to the effect of, and to restrictions and limitations imposed by, or resulting from, Creditor's Rights Limitations or other laws, judicial decisions, and principles of equity relating to the enforcement of contractual obligations generally, provided that no opinion is expressed herein regarding the validity or enforceability of Section 3.06 of the Loan Agreement or any other provision thereof that purports to require the Governmental Agency to indemnify or hold any party harmless.

(5) To the best of our knowledge, after such investigation as we have deemed appropriate, the authorization, execution, and delivery of the Loan Documents by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants,

obligations, and agreements thereunder, and the consummation of the transactions contemplated therein, do not and will not contravene any existing law, or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any outstanding instruments relating to the bonds, notes, or other indebtedness of, or relating to, the Governmental Agency.

(6) To the best of our knowledge, after such investigation as we deemed appropriate, all approvals, consents, or authorizations of, or registrations of or filings with, any governmental or public agency, authority, or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery, and performance of the Loan Documents have been obtained or made.

(7) The execution and delivery of the Loan Documents are not subject to the limitations of Article X, Section 20 of the Colorado Constitution, since the Governmental Agency as defined in the Loan Agreement constitutes an enterprise under said Article X, Section 20 on the date of such execution and delivery. The performance of the Loan Documents is not subject to the limitations of said Article X, Section 20, as long as the Governmental Agency continues to qualify as an enterprise under said Article X, Section 20. If the Governmental Agency ceases to be an enterprise under said Article X, Section 20, during the Loan Term, the Loan Documents will continue to constitute legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms; subject, however, to (a) Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual rights generally and (b) subject to the next sentence, the revenue and spending limitations of said Article X, Section 20. If the Governmental Agency at any time ceases to be an enterprise under said Article X, Section 20, (i) the Town may continue to impose and increase fees, rates and charges without voter approval; (ii) all revenues of the Governmental Agency used to pay Loan Repayments will be included in the Town fiscal year spending limit under Section 7(d) of said Article X, Section 20 except that debt service changes and reductions are exceptions to, and not part of, the Town revenue and spending bases and limits; and (iii) if the Town is required to reduce spending in order to comply with its fiscal year spending limit under Section 7(b) of said Article X, Section 20, the Town will first be required to reduce spending for purposes for which it does not have an obligation under law or by contract prior to reducing spending required to comply with the other covenants contained in the Loan Documents.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. We express no opinion as to any matter not set forth in the numbered paragraphs herein.

We hereby authorize Carlson, Hammond & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,



**sedgwickco@pctelcom.coop**

---

**From:** Kevin Lybrand <kevin.lybrand@pctelcom.org>  
**Sent:** Tuesday, September 24, 2024 10:36 AM  
**To:** sedgwickco@pctelcom.coop  
**Subject:** RE: ROW Agreement ( PCTELCOM Clean)

Heather,

I am happy with this document and have a copy of our insurance should we move forward. Please let me know if you need anything else from me.

Thanks  
Kevin

**Kevin Lybrand**  
CEO/General Manager  
240 S Interocean Holyoke, Co 80734  
Office 970-854-2141  
Cell 970-467-6343



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**From:** sedgwickco@pctelcom.coop <sedgwickco@pctelcom.coop>  
**Sent:** Monday, September 16, 2024 9:27 AM  
**To:** Kevin Lybrand <kevin.lybrand@pctelcom.org>  
**Subject:** ROW Agreement ( PCTELCOM Clean)

Good Morning Kevin,

After the last meeting our attorney has prepared this revised agreement. Please review and let me know if it is sufficient. I will hand this to our board members at the next meeting to review as well.

*Heather Moore*  
Town Clerk  
970-463-8814 phone  
970-463-5537 fax  
29 Main Avenue  
P.O. Box 27  
Sedgwick, CO 80749-0027

## RIGHT-OF-WAY AGREEMENT

**THIS RIGHT-OF-WAY AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF SEDGWICK, a Colorado municipal corporation, (“Town”) and PHILLIPS COUNTY TELEPHONE COMPANY, a Colorado telecommunications provider (“Company”).

1. Grant of License. The Town hereby grants to Company a non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the Town rights-of-way generally depicted in Exhibit A, attached hereto and incorporated herein by reference (the “Rights-of-Way”). Prior to the installation of the Facilities (defined below), the Company and Town shall meet and mutually agree upon the specific Rights-of-Way and locations of the Facilities within such Rights-of-Way. The Rights-of-Way are being licensed to Company “as-is” without warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose.

2. Permitted Use. The Rights-of-Way may be occupied and used by Company for the purpose of installing, operating, maintaining, repairing, and replacing telecommunications equipment, conduit and/or fiber optic cable as shown on Exhibit B, attached hereto and incorporated herein by reference (“Facilities”). Except as specifically allowed by this Agreement, Company shall not place, build, expand, or add to any structures or other items on the Rights-of-Way. Upon installation of the Facilities, Company shall provide the Town with “As-Built” drawings for the Facilities showing their location in the rights-of-way. Company agrees to take such actions as necessary to maintain the Facilities in a good and safe condition at all times. Company agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the Town in Company’s use and occupancy of the Rights-of-Way.

3. No Interest in Rights-of-Way. Company agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Rights-of-Way, including any fee, leasehold interest, easement or any other interest in real property included in the Rights-of-Way.

4. Non-Interference; Duty to Repair and Clean-Up. In the exercise of its rights pursuant to this Agreement, Company shall avoid any damage or interference with any Town installations, structures, sanitary sewers, water mains, storm drains, gas mains, poles, utilities, or improvements on, under, or adjacent to the Rights-of-Way. Any Rights-of-Way or Town or private property disturbed or damaged by Company, its agents or contractors shall be promptly repaired by Company at its sole expense. Promptly after construction, maintenance repair, alteration or modification of the Facilities, the Company shall remove all construction debris from the Rights-of-Way. At no time, shall any construction debris or materials be left within the traveled surface of the Rights-of-Way or otherwise in a manner that creates a hazard to pedestrians or traffic.

5. Relocation of Facilities. The Town shall have the right to require Company to relocate, remove, replace, modify or disconnect the Facilities in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, right-of-way vacation, right-of-way construction,

change or establishment of right-of-way grade, installation of sewers, drains, electric lines, gas or water pipes, conduits, cables, or any other types of structures or improvements by the Town for public purposes). Such work shall be performed at the Company's expense. The Town also reserves the right to make full use of the Rights-of-Way involved as may be necessary or convenient, and the Town retains all rights to operate, maintain, install, repair, remove, replace or relocate any of its facilities located within the Rights-of-Way at any time and in such a manner as it deems necessary or convenient. Except during an emergency, the Town shall provide reasonable notice to Company, of not less than sixty (60) days, and allow Company the opportunity to perform any relocation, removal, replacement, modification or disconnection of the Facilities. If the Town requires Company to relocate its Facilities, the Town shall make a reasonable effort to provide the Company with an alternate location within the Rights-of-Way. If Company fails to complete the relocation within the sixty (60) day period, the Town may remove the Facilities or otherwise cause such work to be done and bill the cost of the work to the Company, including all costs and expenses incurred by the Town due to the Company's delay. In such event, the Town shall not be liable for any damage to any portion of the Facilities other than damage caused by the Town's negligence or willful misconduct. Company shall make full payment to the Town within thirty (30) days of receipt of an itemized list of such costs.

6. Company's Property. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any person or property on account of the Company's use of the Rights-of-Way or any personal property placed or located on, at, or in the Rights-of-Way by Company, it being acknowledged and understood by Company as between Company and Town that the safety and security of any such persons and property is the sole responsibility and risk of Company.

7. Indemnification. Company agrees to save and hold harmless the Town, its officers, employees and agents from any liability claims or demands on account of the negligent acts or omissions of Company, its officers, employees and agents, arising out of or resulting from its use and occupancy of the Rights-of-Way, the operation of its Facilities or Company's breach of any provision of this Agreement. This indemnification shall include all costs and expenses incurred by the Town in the defense of any such claim brought against the Town as a result of Company's actions. This indemnification shall not be construed to extend to any claim resulting from the negligent acts or omissions to act by the Town.

8. Insurance.

a. Company shall carry during the term of this Agreement, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$2,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance with minimum limits of \$500,000 bodily injury each accident, \$500,000 bodily injury each disease, and \$500,000 bodily injury disease aggregate. Company shall require each of its contractors to adhere to these same requirements or shall insure the activities of the contractors in the Company's insurance policies.

b. Company shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required above shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained for the duration of this Agreement.

c. Company's general liability insurance shall be endorsed to include the Town unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Town. Such policies shall contain a severability of interest provision. Company shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be provided by Company as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any insurance policy and any endorsement thereto.

9. Waiver of Claims. In consideration for the rights granted under this Agreement, Company waives all claims, demands, causes of action, and rights it may assert against the Town and its officials, personnel, agents, and representatives because of any loss, damage, or injury to the Facilities, except with respect to claims, demands, causes of action and rights the Company may assert against the Town and its officials, personnel, agents, and representatives in connection with their negligence and willful misconduct.

10. Attorney Fees. In the event of any dispute or litigation arising under the terms of this Agreement to secure or enforce its rights, or in the event of nonperformance of any obligation arising under this Agreement, the party that prevails in such dispute, shall be entitled, in addition to other damages or costs, to receive from its court costs and reasonable attorneys' fees.

11. Reservation of Police Powers; Other Users. Any and all rights expressly granted to Company under this Agreement shall be subject to the Town's lawful exercise of its police powers and the prior and continuing right of the Town under applicable laws to use any and all parts of the Rights-of-Way concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Rights-of-Way.

12. Notice. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Company:

Town of Sedgwick

PC Telcom

29 Main Avenue  
PO Box 27  
Sedgwick, CO 80749

240 S Interocean Ave  
PO Box 387  
Holyoke, CO 80734

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties. Notices shall be effective upon mailing.

13. Waiver. Waiver by the Town of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

14. No Assignment. Company may not assign or otherwise transfer this Agreement or its duties and obligations contained in this Agreement without the prior written notice to and written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Company shall not be required to obtain the consent of the Town for (i) any corporate financing, merger or reorganization or (ii) assignment or transfer of this Agreement or the rights herein granted to any subsidiary or parent company. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date first above written.

TOWN OF SEDGWICK

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

ATTEST:

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

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

ACKNOWLEDGEMENT

STATE OF COLORADO            )  
  )ss  
\_\_\_\_\_ COUNTY                )

The above and foregoing signature of \_\_\_\_\_ was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness my hand and official seal.                My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

\_\_\_\_\_

(SEAL)

EXHIBIT A  
Map of Facilities

**EXHIBIT B**  
**Facilities Specifications**