

AGENDA

June 20, 2018

**Armory Multi-Purpose Room
230 N. Bluff Street
Lake City, Colorado**

I. WORKSHOP 6:00 p.m.

- A. Discuss Personnel Policy, page 7 in regard to the accrual of earned sick time
- B. Discuss Trustee Ethics Policy
- C. Discuss HPC Design guidelines
- D. Discuss 2018-2019 IGA with the school on the use of the Armory
- E. Discuss Ice Wall – possible extension, re: water rights.
- F. Reminder July 4th meeting will be moved to July 5th, as per Town Ordinance.

II. REGULAR MEETING- AGENDA 7:00 p.m.

III. CALL TO ORDER:

IV. ROLL CALL:

V. APPROVAL OF MINUTES:

- A. May 21, 2018 – Special Meeting
- B. June 6, 2018 – Regular Meeting

VI. BILLS PAYABLE: June 20, 2018

VII. COMMITTEE REPORTS:

- A. *Joanne Fagan – Town Engineer*
- B. Lake San Cristobal Water Activity Enterprise
- C. Historic Preservation Commission
- D. Chamber of Commerce
- E. Marketing Committee
- F. Region 10
- G. Town Manager update
- H. Mayor/Trustee Reports

VIII. CORRESPONDENCE RECEIVED:

IX. CITIZEN COMMUNICATION:

X. ADDITIONS TO AGENDA:

XI. ACTION ITEMS:

- A. Discussion and possible action to approve introduction of ordinance 2018-03, to be adopted by reference for Department of Interior guidelines for Historic Preservation. (Town Manager)
- B. Discussion and possible action to consider approval of scheduling a Public Hearing on July 18th, to adopt by reference Ordinance 2018-03. (Town Manager)
- C. Discussion and possible action to consider SkyWerx Industries lease. (Town Manager)
- D. Discussion and possible action to consider approval to advertise for an opening for reappointment or appointment on the Planning and Zoning Commission. (Town Manager)
- E. Discussion and possible action to consider approval of 2018-2019 IGA with the Lake City Community School for use of the Armory.
- F. Discussion and possible action to consider approval of application for sewer project. (Town Manager)

XII. ADJOURNMENT:

Types of Leave

1. Sick Leave

Full-time regular employees accumulate sick leave with pay at a rate of eight hours for each full month of service up to a total of 720 hours or 90 working days. After an employee accumulates 288 sick hours (before conversion), he or she may opt to convert sick leave hours in excess of 288 into cash at a ratio of 4-1. For every four hours of accumulated sick leave an employee could be paid for one hour at their regular rate of pay. This conversion opportunity will be offered each July.

Employees also may elect to convert sick leave hours into vacation time at the ratio of 2-1. For every two hours of accumulated sick leave an employee could be granted one hour of vacation time. An employee with an unused sick time at termination will be paid at 4-1 cash ratio (one hour of their regular pay for every four hours of unused sick leave).

I-A

ROUGH DRAFT – for discussion purposes

Town of Lake City Board of Trustees (Elected/Appointed Officials) Policy, Procedures and Code of Conduct

I-B

OVERVIEW AND PURPOSE

The Town of Lake City, a Colorado statutory town, is committed to the principles of good governance and endorses the following code of ethics and conduct to provide guidance for its elected and appointed officials, including advisory boards and other volunteers (hereafter referred to collectively as "public servants") to perform their duties in a way that best serves public interest and honors public trust.

This document is guided by what the Town of Lake City Board of Trustees believe to be the core values of good governance - Fiscal Responsibility, Professionalism, Accountability, Integrity, Transparency, Respect, and Service.

ROLES & RESPONSIBILITIES

The Town of Lake City operates under a Board of Trustees-Town Administrator (Manager) form of government. The Board of Trustees is composed of six Trustees and one Mayor. The role of the Board is to set policies and planning, while the Town Manager carries out those policies and plans at the pleasure of the Board. The Town Manager is the sole employee of the Board of Trustees and is responsible for staff management and day-to-day operations; the Board of Trustees is responsible for legislative functions such as interacting with the public and working to reach consensus on policy making and planning.

PRINCIPLES OF GOOD GOVERNANCE

The Town of Lake City is committed to adhering to the principles of good governance to better serve its constituents. The following good governance checklist should be used when making decisions:

- 1) Am I being accountable to the community and the public?
- 2) Will my decision/statement/ action violate the trust, rights or goodwill of others?
- 3) What are my ulterior motives and the spirit behind my actions?
- 4) If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- 5) How would my conduct be evaluated by people whose integrity and character I respect?
- 6) Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?
- 7) Is my conduct fair? Just? Morally right?
- 8) If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- 9) Does my conduct give others reason to trust or distrust me?
- 10) Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it dear what I stand for?
- 11) Can I take legitimate pride in the way I conduct myself and the example I set?
- 12) Do I listen and understand the views of others?
- 13) Do I question and confront different points of view in a constructive manner?
- 14) Do I work to resolve differences and come to mutual agreement?
- 15) Do I support others and show respect for their ideas?

Public servants should endeavor to align their behavior, actions, and decisions with these principles of good governance.

CONFLICTS OF INTEREST

As a general rule, Trustees have a fiduciary duty to the people who reside in the Town of Lake City. A Trustee who has a personal or private pecuniary (monetary) interest in any issue proposed or pending before the Town of Lake City, or has a spouse or family member who has a pecuniary (monetary) interest in any issue proposed or pending before the Town of Lake City, must disclose the fact to the board and recuse him or herself from any discussion or vote on the issue. However, absent a pecuniary (monetary) interest, simply hearing an issue while serving on another board does not create a conflict of interest that requires recusal.

In the case of a spouse or family member serving on a board, which may create a conflict for the Trustee, voluntary disclosure on the record is suggested. The Trustee should take care not to discuss any matters with their spouse or family members that may come before the Town.

The Trustee should always be mindful of appearing neutral. When an issue comes before the Town and a Trustee has heard the issue while serving on another board, the Trustee should voluntarily disclose their previous involvement with the issue and make an affirmative statement that the Trustee will not consider any matters outside of the Board of Trustee meeting when voting on an issue. This voluntary disclosure acts as a defense to later allegations of impropriety.

The only time a Trustee should recuse him or herself for a conflict arising from serving on another board is if the matter before the Town is quasi-judicial, such as rezoning. A quasi-judicial decision is one which a court may review. In these cases, the Trustee should recuse, since he or she received information on the application outside the Board of Trustee hearing. In this case, recusal would be based upon ex-parte communication, bias or prejudgment.

Board Members shall comply with applicable current state law, concerning conflict of interest and disclosure requirements, including but not limited to C.R.S. 24-18-10 et seq., C.R.S. 31-4-404, C.R.S. 24-18-201, C.R.S. 18-4-301, C.R.S. 18-4-401, and C.R.S. 18-8-308.

No Board Member may vote on any matter before his or her Board if the Board Member has a conflict of interest. If a conflict is not clear, the member may disclose the nature of the conflict of interest to the Board prior to abstaining from voting. If the member requests the remaining members to determine whether a conflict of interest exists, the remaining members shall determine by vote of a majority whether a conflict of interest exists.

When a Board Member is precluded from voting on a matter because of a conflict of interest, then the Board Member shall physically remove him or herself from the meeting room and shall refrain from attempting to influence the decisions of other members of the board. After the Board has completed consideration of the matter, the board member may return and resume his or her duties as a member of the Board.

No Board Member shall vote on any question concerning his or her own conduct.

The same policy and procedure applies to all other elected and appointed Town of Lake City public servants as it relates to their individual boards.

DECORUM AND ORDER

All members of the Board of Trustees shall observe proper decorum at meetings and other official public gatherings when acting in the official capacity as a member or members of the Board of Trustees. All members shall avoid the use of abusive or profane language at meetings and when addressing the Board. In the event that abusive or profane language is used or an individual member of the Board of Trustees otherwise disrupts a Board meeting or violates these rules, the presiding officer shall, or any member may, call the violator to order, in which case the violator shall be quieted, unless permitted to explain.

INAPPROPRIATE CONDUCT

Certain types of misconduct may result in disciplinary action. Such matters include but are not limited to: material falsification of records, repeated and unexplained tardiness or absences from meetings (absences because of vacations, illness, and personal or family obligations will not be considered inappropriate conduct), and repeated failure to follow established chain-of-command procedure where interaction with Town staff is concerned. When acting in their official capacity as members of the Board of Trustees, **all board members must go through the Town Manager, the board's one employee, with all town staff communications involving town administration and operations.**

Other examples of inappropriate conduct are: soliciting for personal or political gain; collection of money for personal gain or to settle personal debts; circulating petitions or distributing printed material on Town premises at any time, unless approval has been obtained from the Board of Trustees; fighting or attempting to fight on Town property; conviction of a crime; offensive conduct or language toward the public, fellow officials or town staff; misrepresentation of facts both during meetings and during public interaction; negligence in the care or handling of Town property; conduct or omissions unbecoming an incumbent of the particular position held; misuse of official capacity; misuse of town email accounts, computers, letterheads, stationery and other Town of Lake City property for purposes other than Town of Lake City official business; sexual harassment; and other actions that imply harassment. This list provides some examples and is not exhaustive. Other actions may warrant

CONFIDENTIAL INFORMATION

No Board of Trustees member shall disclose confidential information acquired during the course of his/her duties; nor shall he/she use such information, or permit others to use it, in furtherance of a private interest.

GIFTS

Members of the Board of Trustees shall not solicit or accept, directly or indirectly, any gift of substantial value, (a) which would tend improperly to influence a reasonable person in his/her position to depart from the faithful and impartial discharge of his/her public duties; or (b) which he/she knows, or which a reasonable person in his/her position should know under the circumstances, is primarily for the purpose of rewarding him/her for official action he/she has taken. An occasional non-monetary gift, insignificant in value, is not considered a gift of substantial value.

GENERAL ETHICS – TOWN OPERATIONS

Nepotism - Except as otherwise required by law, no elected or appointed public servant should participate in any decision to appoint, hire, promote, discipline or discharge a member of their immediate family, should disclose such relationship, and recuse or remove him or herself appropriately.

Use of Town Property for Personal Purposes - Use of Town Property for Personal Purposes is considered a violation of this Code of Ethics and Conduct. While it is understood that occasionally a phone call or copy must be made, Town resources, including utilities, facilities, and equipment, should not be used for personal business.

Staff Interaction – Other than the Town Manager, who is the sole employee of the Board of Trustees, members should not make direct requests of Town staff except when in the capacity of a private citizen requiring services. Any requests concerning Town personnel and services made as a Trustee or the Mayor should be made through the Town Manager.

COMMUNICATIONS

In Private Encounters:

- 1) Continue respectful behavior. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- 2) Be aware of the insecurity of written notes, voicemail messages, and e-mail. Technology presents the risk of quick public dissemination of communications far beyond the intended recipient. Written notes, voicemail messages and e-mail should be treated as potentially public communication.
- 3) Even private conversations can have a public presence.
- 4) Public servants are always on display - their actions, mannerisms, language, and interactions in nonofficial settings are under scrutiny. They should always conduct themselves in a way that reflects positively.

Between Staff & Elected Officials:

- 1) Exemplary governance depends on the cooperative and supportive efforts of elected officials, who set policy, and Town staff, who implement and administer policy. Every effort should be made to be cooperative and show mutual respect for the contributions made by each public servant.
- 2) Treat all public servants as professionals - Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
- 3) Job Disruption - Board members should not disrupt Town staff while they are in meetings, on the phone, or performing their job functions to have individual needs met. Questions and/or requests should be directed to the Town Manager.
- 4) Never publicly criticize an individual employee. Board members should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's department head. Comments pertaining to staff performance should only be made to the Town Manager through private correspondence or conversation.
- 5) Do not act outside the scope of your authority. Board members should not attempt to influence Town staff on the making of appointments, the awarding of contracts, the selection of consultants, processing applications, or the granting of Town licenses and permits. Unsolicited attendance at staff meetings is discouraged. Correspondingly, Town staff should not attempt to sway Board members other than providing official recommendations to the entire governing body, especially for quasi-judicial matters such as liquor license hearings or land use hearings.
- 6) Honor the established structure. Elected officials should not be involved with administrative matters. Staff members should not circumvent their supervisor or the established structure by appealing to an elected official for a raise or other consideration that should be between the staff member and their supervisor.
- 7) Limit requests for staff support. Requests for additional staff support, even in high priority or

emergency situations, should be made to the Town Manager, who is responsible for allocating Town resources in order to maintain a professional, well-run and fiscally responsible town government.

8) Do not solicit political support from staff. Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be done away from the workplace.

Between Boards & Commissions:

- 1) Familiarize yourself with the bylaws, policies, and structure of the Town of Lake City and its governing and advisory entities. Act in a manner respectful of those structures.
- 2) Make an effort to communicate as one voice between boards & commissions. Take the time and make the effort to reach consensus and avoid confusing official recommendations with personal opinion or ex-parte information once a compromise has been reached.
- 3) Always be consistent when directing advisory boards and commissions, whether individual members or the entity.

With the Media:

- 1) Make no promises on behalf of the Town of Lake City.
- 2) Board of Trustee members will frequently be asked to explain a Board action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy and to refer individuals to Town staff for further information. It is inappropriate to overtly or implicitly promise Board action, or to promise that Town staff will do something specific (fix a pothole, handle an undocumented code violation, plant flowers everywhere, etc.).
- 3) Staff should inform the media of official public actions, refer media to the public record, and refrain from providing personal opinions. Always refer the media to the Town Manager for information on particular topics, rather than providing second-hand knowledge. The Town Manager will either provide the information or direct the media person to the appropriate source.
- 4) Do not speak, write, or otherwise communicate for the Town of Lake City without proper authorization.
- 5) Unless you are expressly permitted to do so by Board of Trustee action prior to your communication, do not speak for the Town of Lake City in an official capacity. Always disclose your communications as an individual and not representative of the Town of Lake City.
- 6) It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory or personal comments about other public servants, or their opinions and actions.

DISCIPLINARY ACTION PROCESS AND/OR REMOVAL FROM OFFICE OF AN ELECTED OR APPOINTED OFFICIAL

Barring violations of Lake City Board of Trustees Policy, Procedures and Code of Conduct that because of their serious nature require immediate action to remove an elected or appointed official, the Board of Trustees may choose implementation of the following steps:

- 1) Reprimand/Warning
- 2) Censure
- 3) Sanction

At its discretion, the Board of Trustees may remove any elected or appointed Town official in compliance with Colorado law. Removal may occur only upon an affirmative vote of at least four members of the Board and only for good cause shown by preponderance of the evidence presented at a hearing conducted after notice of the alleged grounds for removal has been issued to the affected official. The alleged grounds may be raised in a written complaint by a member of the Board or by any citizen of the Town. However, at or before the time that a hearing is set for a full consideration of the complaint, a majority of any quorum of the Board must first find that there is a reasonable foundation for the complaint. Upon such finding by the Board, but no sooner than ten (10) days after filing of the complaint, the matter shall be placed on the agenda of a regular or special meeting of the Board for full hearing. If, upon completion of such hearing, there is no adequate vote for removal of the affected official, that official shall not be subject to any subsequent removal hearing on the same charge(s). All testimony taken at a removal hearing shall be given under oath.

Good cause for disciplinary action and/or removal shall be determined on the basis of preponderance of the evidence presented and may be found against any official who has:

- 1) Intentionally disclosed protected, confidential government/personnel information obtained during executive sessions or in the course of Board of Trustee duties;
- 2) Knowingly violated the conflict of interest provisions of this policy/code of conduct or Colorado law;
- 3) Continuously and willfully violated ordinances of the Town of Lake City, including failure to go through the Town Manager and misusing Board of Trustee status to instruct town staff to perform certain actions;
- 4) Knowingly misused public resources and equipment;
- 5) Been convicted of a felony or crime of moral turpitude during the current term of office, or within

five years of being elected, which conviction was not known to the voters at the time the member was elected to office;

6) Continuously and willfully violated staff interaction procedures.

7) Willfully neglected the official's duty as an elected official;

8) Ceased to reside in the Town Limits for more than forty-five (45) days, except when county residency is deemed acceptable by the Board under certain circumstances.

DEFINITIONS

Appearance of impropriety refers to actions or decisions that may not technically fall under conflict of interest guidelines, but tend to undermine the public trust in the Town of Lake City's governing practices.

Censure is an official written statement approved by the Board of Trustees as an official sanction that identifies the Code of Ethics and Conduct violation or violations and expresses disapproval.

Public servant refers to any elected or appointed official of the Town of Lake City, as well as employees and volunteers, including, but not limited to Board of Trustee members, Planning & Zoning Commissioners and adhoc committee member, the Lake City Historic Preservation Commission, part time employees, recreation instructors and volunteers, and temporary employees.

Sanction is an action taken by the Board of Trustees if an individual member of the Board of Trustees or an advisory board member is in violation of this Code of Ethics and Conduct. Sanctions can include reprimand, formal censure, and removal from boards and commissions (in compliance with state law).

Reprimand is a verbal statement in a meeting which addresses a Code of Ethics and Conduct violation and includes the section of this code in question.

I-D

INTER-GOVERNMENTAL AGREEMENT

Intergovernmental Agreement ("Agreement") is made and entered into effective as of the ____ day of August, 2018 (the "Effective Date"), by and between the Board of Trustees of the Town of Lake City, Colorado, the address of which is P.O. Box 544, Lake City, CO 81325 (Town), and the Board of Education, Hinsdale County School District RE-I, the address of which is P.O. Box 39,614 N. Silver Street, Lake City, CO 81235 (School District).

I. Recitals

WHEREAS, the Town and the School District are political subdivisions of the State of Colorado;

WHEREAS, pursuant to §§18(2)(a) and (2)(b) of Art. XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units with the approval of the legislative body or authority of the unit having the power to so approve;

WHEREAS, the Town has routinely allowed the School District to utilize the Town Armory located at 230 North Bluff Street, Lake City, CO 81235, as a recreational facility for school purposes at no cost to the School District;

WHEREAS, the School District has used the Armory for school day physical education classes and after-school athletic training activities during the school week (Tuesday-Friday) and has been allowed on occasion to use the facility for events outside of the typical school schedule;

WHEREAS, the Town has recently invested significant sums in renovation of the Armory and wishes to formalize the agreement with the School District for future use of the Armory; and

WHEREAS, the School District desires to continue its use of the Armory.

NOW THEREFORE, in consideration of the mutual premises stated below and other valuable consideration, the Town and School District agree as follows:

II. Agreement

1. Term. The Term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2019, unless earlier terminated in accordance with this IGA. Thereafter, this IGA shall automatically renew for successive one-year terms, commencing on January 1, 2018, and each January 1 thereafter, unless terminated in accordance with this IGA.
2. Limited License. The Town hereby grants to the School District a limited

license and right of entry to the Armory for School District recreational purposes. The Town shall operate and maintain the Armory in appropriate condition for the activities contemplated herein.

3. Party Representatives and Schedule. Each party will designate a representative who will serve as the point of contact for the other party with respect to matters arising under this IGA. Within thirty days of the Effective Date, and on an annual basis thereafter, the parties' representatives will meet to prepare a mutually acceptable schedule for the School District's use of the Armory.
4. Consideration. In consideration for its use of the Armory under this Agreement, the School District agrees to pay the Town an annual use fee equal to thirty percent (30%) of the Armory Cleaning Costs. The Armory Cleaning Costs shall be the annual salary and benefits paid by the Town for a part-time Town employee to clean the Armory, together with the reasonable cost of cleaning supplies. The parties agree that the Armory Cleaning Costs for the current term of this Agreement are \$10,479.87. The School District agrees to pay the Town the amount of \$3,144.00 within 30 days of the execution of this Agreement. For each successive one-year term, the Town agrees to calculate the Armory Cleaning Costs on or before July 1st of the then-current term, and the School District agrees to pay its percentage of the Armory Cleaning Costs on or before August 1st of the then-current term. If there is a material change in the School District's use of the Armory, the parties will adjust the annual use fee accordingly. The parties agree that the intent of the annual use fee is to ensure that the School District's use of the Armory is cost neutral for the Town.
5. Facility Maintenance. During the Term of this IGA, the Town, at Town's expense, will maintain the Armory in good condition and repair. In the event that the School District causes damage to the Armory beyond normal wear and tear during its use of the Armory, the School District shall be responsible for the cost to repair such damage.
6. Insurance. Each party will procure and maintain general liability insurance, including property damage liability, with a single combined liability limit of \$2,000,000 per occurrence and \$5,000,000 annual aggregate, insuring against liability arising out of or in connection with its use of the Armory, or the acts or omissions of its employees or volunteers. Each party will be named as an additional insured on the policy of the other party and will provide the other party with a certificate of insurance indicating so. By obtaining such insurance, neither party waives the rights, defenses, or protections provided to it by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. The School District agrees to notify the Town in writing of any claims or potential claims from damage or injury that come to its attention in connection with the use of the Armory.

7. Termination. This Agreement may be terminated by either party, with or without cause, upon one hundred eighty (180) days' prior written notice to the other party.
8. School District Duties. The School District agrees to the following:
 - a. School District agrees to be responsible for supervising School District activities at the Armory in accordance with applicable law and School District policies during the term of this Agreement;
 - b. School District will enforce Town rules for the use of the Armory for School District students and staff during School District's activities at the Armory;
 - c. During School District activities, the School District will not allow employees, students, or guests to gain access to areas of the Armory not intended for School District activities, such as on top of internal structures, beams, basketball hoops, or any area indicated by Town staff as restricted;
 - d. School District will comply with all Town policies and rules for Armory use, including the requirement that only non-street gym shoes with non-marking soles are to be worn in the Armory after January 1, 2016. The Town will keep the School District informed as to policy changes.
9. Attorney Fees. If any legal action is commenced or maintained in a court of law, whether in law or in equity, by either party to this Agreement, as to interpretation, breach, enforcement or construction, the prevailing party in any such action shall be entitled to its reasonable attorneys' fees together with all reasonable costs and expenses incurred.
10. Severability. If any term or provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement and the terms or provisions it contains shall not be affected and all other terms and provisions shall be valid and enforceable to the full extent permitted by law.
11. Notices. All notices given pursuant to this Agreement shall be in writing and signed by the duly authorized representative of the party making the same. All notices shall be deemed given when delivered personally, or three (3) days after deposit of the same in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the applicable party as follows:

To the School District: Superintendent of Schools
Hinsdale County School District RE-1
PO Box 39
614 N. Silver St.
Lake City, CO 81235

To the Town: Town Manager
Town of Lake City
PO Box 544
230 N. Bluff St.
Lake City, CO 81235

12. Complete Agreement. Both parties represent and warrant that they have carefully reviewed this Agreement, they have had competent legal representation in connection with the decision to enter into this Agreement, and the contents hereof are known and understood by them.
13. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Colorado. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be brought in a court of competent jurisdiction in Hinsdale County, Colorado.
14. Tabor Restrictions. The parties hereto understand and acknowledge they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by execution of this Agreement. It is understood and agreed that this Agreement does not constitute a multiple fiscal year direct or indirect debt or financial obligation within the meaning of TABOR, and therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of either party are expressly dependent and conditioned upon continuing availability of funds beyond the term of the parties' respective current fiscal periods. Financial obligations, if any, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with the rules, regulations and resolutions of the party, and/or the State of Colorado and other applicable laws.
15. Modifications. This Agreement contains the entire agreement between the parties and may only be amended, revised or modified in a writing agreed to and executed by both parties.

WHEREFORE, the parties execute this Agreement with an effective date as first stated above.

**Board of Trustees
Town of Lake City, Colorado**

Bruce Vierheller, Mayor

Date

ATTEST:

[SEAL]

Jamie L. Turrentine, Clerk

Date

Hinsdale County School District RE-1

Phillip Virden, President

Date

AGENDA

June 20, 2018

**Armory Multi-Purpose Room
230 N. Bluff Street
Lake City, Colorado**

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- F. Reminder July 4th meeting will be moved to July 5th, as per Town Ordinance.

II. REGULAR MEETING- AGENDA 7:00 p.m.

III. CALL TO ORDER:

IV. ROLL CALL:

V. APPROVAL OF MINUTES:

- A. May 21, 2018 – Special Meeting
- B. June 6, 2018 – Regular Meeting

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- A. *Joanne Fagan – Town Engineer*
- B. Lake San Cristobal Water Activity Enterprise
- C. Historic Preservation Commission
- D. Chamber of Commerce
- E. Marketing Committee
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XII. ADJOURNMENT:

3. APPROVAL OF MINUTES:

May 21, 2018

June 06, 2018

**TOWN OF LAKE CITY BOARD OF TRUSTEES MINUTES
LAKE CITY, HINSDALE COUNTY, COLORADO
May 21, 2018**

**I. SPECIAL BOARD OF TRUSTEES MEETING
2:00 p.m.**

II. Call to Order:

The regular meeting of the Board of Trustees of the Town of Lake City was called to order by Mayor Vierheller at 2:00 p.m., in the Armory Multi-Purpose Room, 230 Bluff Street, Lake City, Colorado.

III. Roll Call:

Present: Mayor Vierheller and Trustees: Heaton, Roberts, and Hollingsworth. .
Town Staff present: Town Manager Mitchell

IV. ACTION ITEMS:

- A. Discussion and possible action to consider lease for the Community Garden with the Lake Fork Valley Conservancy. (Town Manager)

Motion: Approve lease for the Community Garden with the Lake Fork Valley Conservancy.

Motion: Trustee Roberts

Second: Trustee Hollingsworth

Vote: Yes – Vierheller, Heaton, Roberts, and Hollingsworth

Motion carried.

V. ADJOURNMENT:

Mayor Vierheller move to adjourn at 2:05 p.m.

Mayor – Bruce Vierheller

ATTEST:

Town Manager – Caroline Mitchell

**TOWN OF LAKE CITY BOARD OF TRUSTEES MINUTES
LAKE CITY, HINSDALE COUNTY, COLORADO
June 6, 2018**

I. WORKSHOP 6:00 - 6:57 p.m.

- A. Discuss Historic Preservation meeting with State Representative.
- B. Discuss Lake Fork Valley Conservancy letter of support.
- C. Discuss SkyWerx contract.

III. REGULAR BOARD OF TRUSTEES MEETING 7:10 p.m.

IV. Call to Order:

The regular meeting of the Board of Trustees of the Town of Lake City was called to order by Mayor Vierheller at 7:10 p.m., in the Armory Multi-Purpose Room, 230 N. Bluff Street, Lake City, Colorado.

V. Roll Call:

Present: Mayor Vierheller and Trustees: Moore, Heaton, Roberts, and Rae. A quorum was present. Trustees Hollingsworth and Priest were out of town.

Town Staff present: Town Manager Mitchell, Parks and Recreation Director Hake, Public Works Operator Johnston and Town Clerk Turrentine.

VI. APPROVAL OF MINUTES: May 16, 2018 & May 19, 2018

Motion: Approve Minutes of May 16, 2018

Motion: Trustee Heaton

Second: Trustee Roberts

Vote: Yes – Vierheller, Heaton, Roberts, and Rae

Abstain - Moore

Motion carried.

The minutes for the Special Meeting of May 19, 2018 will be on the Agenda for June 20, 2018. There was not a quorum of attendees of the May 19, 2018 meeting.

VII. BILLS PAYABLE: June 6, 2018

Motion: Approve Bills Payable for June 6, 2018 in the amount of \$243,356.23

Motion: Trustee Moore

Second: Trustee Heaton

Vote: Yes – Vierheller, Moore, Heaton, Roberts, and Rae

Motion carried.

VIII. EMPLOYEE REPORTS:

- A. Mayor ✓
- B. Trustees ✓
 - 1. Moore
 - 2. Roberts
 - 3. Heaton
- C. Town Manager ✓
- D. Recreation Director ✓
- E. Public Works Director ✓
- F. Town Clerk ✓
- G. Sheriff – email ✓

IX. CORRESPONDENCE RECEIVED: None

X. CITIZEN COMMUNICATION:

- A. Mr. Henry Woods spoke to the Board of Trustees about the SkyWerx contract, in regard to the age of the roof above Town Hall.

XI. ADDITIONS TO AGENDA: - None

XII. ACTION ITEMS:

- A. Discussion and possible action for a Change Order for Rundle Construction, Phase II Water Line Project. (Town Manager)

Motion: Approve Change Order for Rundle Construction, Phase II Water Line Project.

Motion: Trustee Heaton

Second: Trustee Moore

Vote: Yes – Vierheller, Moore, Heaton, Roberts, and Rae

Motion carried.

- B. Discussion and possible action to submit a letter to DOLA to modify Phase II Water Line Project Scope. (Town Manager)

Motion: Approve a letter to Department of Local Affairs to modify Phase II Water Line Project Scope.

Motion: Trustee Moore

Second: Trustee Rae

Vote: Yes – Vierheller, Moore, Heaton, Roberts, and Rae

Motion carried.

C. Discussion and possible action to consider new contract between the Town of Lake City and Consolidated Consulting Services. (Town Manager)

Motion: Approve a new contract between the Town of Lake City and Consolidated Consulting Services.

Motion: Trustee Rae

Second: Trustee Moore

Vote: Yes – Vierheller, Moore, Heaton, Roberts, and Rae

Motion carried.

D. Discussion and possible action to consider letter of support for Lake Fork Valley Conservancy. (Town Manager)

Trustee Rae made a motion to not support this grant application at this time. Motion was not seconded. Item died.

XII. ADJOURNMENT:

Mayor Vierheller move to adjourn at 8:30 p.m.

Mayor – Bruce Vierheller

ATTEST:

Town Clerk – Jamie L. Turrentine

4. Bills Payable June 20, 2018

Town of Lake City
Bills Payable & Payroll Report - June 20, 2018

Bills Payable

<u>Name</u>	<u>Description</u>		<u>Amount</u>
Arborist Services	Tree maintenance	S	6,220.00
Ben Hake	MILEAGE Mulch	S	96.18
"	MILEAGE picking up Parks supplies	S	179.85
Blue Spruce Building Materials, Inc	Janitorial Supplies	S	7.99
"	Operating supplies	S	316.98
"	R&M Supplies	S	12.00
"	R&M Supplies	S	101.31
California Contractors Supplies	Supplies	S	99.60
Caselle	Contract Support	S	617.00
DARS Cleaning Supplies	Janitorial Supplies	S	258.46
Fullmer's Ace Hardware	operating supplies	S	13.99
General Maintenance	armory doors - keys	S	50.00
Gunnison County Electric	#2 pump	S	1,255.48
"	#3 pump	S	790.87
"	160 Spring St/Restroom Park	S	82.04
"	230 Bluff	S	283.54
"	230 Silver St - Park	S	47.86
"	5th & Henson	S	30.50
"	Sewer Plan	S	2,200.82
"	Sewer Plant Meter House	S	37.73
"	ski lift	S	50.00
"	Substation Water Tank	S	30.50
"	Water Tank Hill	S	51.24
Hinsdale County	Chamber dumpster share	S	22.50
"	Fuel	S	480.36
"	Parks Trash	S	112.00
"	Public Works Trash	S	102.00
Lake City Auto	Battery ATV	S	128.10
"	Gas & supplies REC	S	12.15
Masters & Viner, P.C.	Legal Services	S	2,090.50
Montrose Landscape Consulting	Tree spraying	S	3,000.00
Quill Corp	Supplies	S	24.00
Rene's Garage	Service/repair	S	920.34
Sean Flickinger	Ice Climb Stickers	S	100.00
			Replace Voided check (+/-) Diff Vendor
Silver World Publishing	legal notices	S	139.50
Superior Alarm & Fire Protection	Monitoring July Aug Sept 2018	S	90.00

USA Blue Book	R&M SUPPLIES	\$	104.78
Utility Notification Center of CO	RTL Transmissions	\$	26.10
Verizon	BOT iPads	\$	109.14
"	Employee cell phones	\$	159.85
Xerox Corp	COPIES USEAGE AND RENTAL	\$	238.25
Your Sprinkler Company, LLC	Sprinkler Repair	\$	157.00
		\$	20,850.51
<u>Net Payroll June 20, 2018</u>		\$	9,421.78
<u>Payroll Benefits & Taxes</u>			
IRS 941		\$	1,048.95
State WH		\$	321.00
PERA		\$	1,576.98
<u>Total Payroll Benefits & Taxes June 20, 2018</u>		\$	2,946.93
<u>Grand Total Bills Payable June 20, 2018</u>		\$	33,219.22

Report Criteria:

Detail report.
 Invoices with totals above \$0.00 included.
 Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
100-411-100-495 Miscellaneous Expenses-BOT								
3020	Verizon	9808395768	BOT iPads	06/03/2018	109.14	109.14	06/15/2018	
Total 100-411-100-495 Miscellaneous Expenses-BOT:					109.14	109.14		
100-411-400-320 Printing and Copying								
2908	Xerox Corp	093412529	COPIES USEAGE AND RENTAL	06/01/2018	238.25	238.25	06/15/2018	
Total 100-411-400-320 Printing and Copying:					238.25	238.25		
100-411-400-331 Legal Notices - Town Hall								
2353	Silver World Publishing	22648	legal notices	06/01/2018	139.50	139.50	06/15/2018	
Total 100-411-400-331 Legal Notices - Town Hall:					139.50	139.50		
100-411-400-346 Employee Cell Phone Stipend								
3020	Verizon	9808633534	Employee cell phones	06/07/2018	159.85	159.85	06/15/2018	
Total 100-411-400-346 Employee Cell Phone Stipend:					159.85	159.85		
100-411-400-347 Computers and Software R&M								
394	Caselle	88408	Contract Support	06/01/2018	617.00	617.00	06/15/2018	
Total 100-411-400-347 Computers and Software R&M:					617.00	617.00		
100-411-400-352 Legal Services								
1738	Masters & Viner, P.C.	06042018	Legal Services	06/04/2018	2,090.50	2,090.50	06/15/2018	
Total 100-411-400-352 Legal Services:					2,090.50	2,090.50		
100-419-400-220 Operating Supplies								
154	Arborist Services	278	Tree maintenance	06/05/2018	6,220.00	6,220.00	06/15/2018	
274	Blue Spruce Building Materials, In	05312018	Operating supplies	05/31/2018	316.98	316.98	06/15/2018	
1231	Hinsdale County	INV04072	Parks Trash	05/31/2018	112.00	112.00	06/15/2018	
1513	Lake City Auto	05312018	Gas & supplies REC	05/31/2018	12.15	12.15	06/15/2018	
1513	Lake City Auto	06062018	Battery ATV	06/06/2018	128.10	128.10	06/15/2018	
3059	Sean Flickinger	2012018	Ice Climb Stickers	06/15/2018	100.00	100.00	06/15/2018	
Total 100-419-400-220 Operating Supplies:					6,889.23	6,889.23		
100-419-400-223 Janitorial Supplies-CommFac&Pa								
274	Blue Spruce Building Materials, In	05312018	Janitorial Supplies	05/31/2018	7.99	7.99	06/15/2018	
757	DARS Cleaning Supplies	95941	Janitorial Supplies	06/13/2018	258.46	258.46	06/15/2018	
Total 100-419-400-223 Janitorial Supplies-CommFac&Pa:					266.45	266.45		
100-419-400-230 R & M Supplies-Comm Fac & Parks								
274	Blue Spruce Building Materials, In	05312018	R&M Supplies	05/31/2018	101.31	101.31	06/15/2018	
274	Blue Spruce Building Materials, In	05312018	R&M Supplies	05/31/2018	12.00	12.00	06/15/2018	
1039	General Maintenance	15988	armory doors	06/07/2018	50.00	50.00	06/15/2018	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 100-419-400-230 R & M Supplies-Comm Fac & Parks:					163.31	163.31		
100-419-400-341 Electricity - Comm Fac & Parks								
1135	Gunnison County Electric	06082018	160 Spring St/Restroom Park	06/08/2018	82.04	82.04	06/15/2018	
1135	Gunnison County Electric	06082018	230 Bluff	06/08/2018	283.54	283.54	06/15/2018	
1135	Gunnison County Electric	06082018	230 Silver St - Park	06/08/2018	47.86	47.86	06/15/2018	
Total 100-419-400-341 Electricity - Comm Fac & Parks:					413.44	413.44		
100-419-400-360 R & M Services-Comm Fac& Parks								
1834	Montrose Landscape Consulting	4845	Tree spraying	05/31/2018	3,000.00	3,000.00	06/15/2018	
2967	Superior Alarm & Fire Protection	135166	Monitoring July Aug Sept 2018	06/15/2018	90.00	90.00	06/15/2018	
3041	Your Sprinkler Company, LLC	151246	Sprinkler Repair	06/12/2018	157.00	157.00	06/15/2018	
Total 100-419-400-360 R & M Services-Comm Fac& Parks:					3,247.00	3,247.00		
100-419-400-361 Trash Collection-CommFac&Parks								
1231	Hinsdale County	INV04024	Chamber dumpster share	05/31/2018	22.50	22.50	06/15/2018	
Total 100-419-400-361 Trash Collection-CommFac&Parks:					22.50	22.50		
100-431-400-230 R&M Supplies								
2686	USA Blue Book	579455	R&M SUPPLIES	05/22/2018	104.78	104.78	06/15/2018	
Total 100-431-400-230 R&M Supplies:					104.78	104.78		
100-431-800-340 Electric-5th St Ped Bridge								
1135	Gunnison County Electric	06082018	5th & Henson	06/08/2018	30.50	30.50	06/15/2018	
Total 100-431-800-340 Electric-5th St Ped Bridge:					30.50	30.50		
100-451-100-224 Recreation Supplies - Rec.								
211	Ben Hake	06032018	MILEAGE picking up Parks suppli	06/03/2018	179.85	179.85	06/15/2018	
Total 100-451-100-224 Recreation Supplies - Rec.:					179.85	179.85		
100-451-100-370 Travel, Training and Meetings								
211	Ben Hake	06102018	MILEAGE Mulch	06/10/2018	96.18	96.18	06/15/2018	
Total 100-451-100-370 Travel, Training and Meetings:					96.18	96.18		
100-451-200-341 Electricity - Ski Hill								
1135	Gunnison County Electric	06082018	ski lift	06/08/2018	50.00	50.00	06/15/2018	
Total 100-451-200-341 Electricity - Ski Hill					50.00	50.00		
600-433-410-341 Electric Power/Propane-WW								
1135	Gunnison County Electric	06082018	#2 pump	06/08/2018	1,255.48	1,255.48	06/15/2018	
1135	Gunnison County Electric	06082018	#3 pump	06/08/2018	790.87	790.87	06/15/2018	
1135	Gunnison County Electric	06082018	Substation Water Tank	06/08/2018	30.50	30.50	06/15/2018	
1135	Gunnison County Electric	06082018	Water Tank Hill	06/08/2018	51.24	51.24	06/15/2018	
Total 600-433-410-341 Electric Power/Propane-WW:					2,128.09	2,128.09		
600-433-410-360 R & M Services - Water Wells								
2164	Rene's Garage	3971	Service/repair	05/31/2018	920.34	920.34	06/15/2018	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 600-433-410-360 R & M Services - Water Wells:					920.34	920.34		
600-433-530-229 Operating Supplies - WWTP								
997	Fullmer's Ace Hardware	346322	operating supplies	05/29/2018	13.99	13.99	06/15/2018	
2119	Quill Corp	113975374	Supplies	06/11/2018	24.00	24.00	06/15/2018	
Total 600-433-530-229 Operating Supplies - WWTP:					37.99	37.99		
600-433-530-341 Electric Power - WWTP								
1135	Gunnison County Electric	06082018	Sewer Plan	06/08/2018	2,200.82	2,200.82	06/15/2018	
1135	Gunnison County Electric	06082018	Sewer Plant Meter House	06/08/2018	37.73	37.73	06/15/2018	
Total 600-433-530-341 Electric Power - WWTP:					2,238.55	2,238.55		
600-433-530-359 Dump Charges - WWTP								
1231	Hinsdale County	INV04072	Public Works Trash	05/31/2018	102.00	102.00	06/15/2018	
Total 600-433-530-359 Dump Charges - WWTP:					102.00	102.00		
600-433-600-229 Operating Supplies-W & S Admin								
367	California Contractors Supplies	T90796	Supplies	05/23/2018	99.60	99.60	06/15/2018	
2927	Utility Notification Center of CO	218050529	RTL Transmissions	05/31/2018	26.10	26.10	06/15/2018	
Total 600-433-600-229 Operating Supplies-W & S Admin:					125.70	125.70		
600-433-600-231 Fuel - W & S Admin								
1231	Hinsdale County	INV04025	Fuel	05/31/2018	480.36	480.36	06/15/2018	
Total 600-433-600-231 Fuel - W & S Admin:					480.36	480.36		
Grand Totals:					20,850.51	20,850.51		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

5. COMMITTEE REPORTS:

6. CORRESPONDENCE RECEIVED:

7. CITIZEN COMMUNICATION:

9. ACTION ITEMS:

XI-A

**TOWN OF LAKE CITY, COLORADO
ORDINANCE NO. 2018-03**

AN ORDINANCE OF THE TOWN OF LAKE CITY, COLORADO, ADOPTING BY REFERENCE THE 2017 UNITED STATES DEPARTMENT OF THE INTERIOR STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES WITH GUIDELINES FOR PRESERVING, REHABILITATING, RESTORING & RECONSTRUCTING HISTORIC BUILDINGS

WHEREAS, the Town has relied upon a set of guidelines and procedures for preserving, rehabilitating, restoring and reconstructing historical structures within its boundaries that was not formerly adopted by the Town and is inconsistent with Federal law;

WHEREAS, the Town has a significant interest in preserving its pioneer heritage and aesthetic for cultural, educational and tourism purposes;

WHEREAS, the United States Department of the Interior has set forth standards for preserving the nation's historic properties and the Town desires to adopt and implement those standards;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO, as follows:

SECTION 1:

Section 12-1 of the Municipal Code of the Town of Lake City, Colorado, is hereby amended by the addition of sections (e) and (f) which read as follows:

(e) There is hereby adopted by reference and incorporated in the Lake City Municipal Code the 2017 Edition of the *Secretary of the Interior's Standards for the Treatment of Historic Properties* promulgated and published by the Technical Preservation Services, National Park Service, 1849 C Street, N.W., Stop 7243, Washington DC, 20240. The subject matter of the standards relates primarily to preservation of the nation's historic sites and contains guidelines for preserving, rehabilitating, restoring & reconstructing historic buildings. The purpose of this section and the standards adopted herein is to provide uniformity in preserving, rehabilitating, restoring & reconstructing the Town's historic buildings consistent with Federal law and conforming with similar regulations throughout the State and United States.

(f) One copy of the 2017 Edition of the *Secretary of the Interior's Standards for the Treatment of Historic Properties* is on file in the Town Clerk's office.

SECTION 2:

After introduction of this Ordinance pursuant to C.R.S. 31-16-203 and a public hearing is held upon notice fifteen days and eight days prior to pursuant to C.R.S. 31-16-203, the provisions of

this Ordinance shall become effective on the thirty-first day following publication, pursuant to C.R.S. § 31-16-105.

INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Lake City, Colorado, this ____ day of _____, 2018.

TOWN OF LAKE CITY, COLORADO

Bruce Vierheller, Mayor

ATTEST:

Jamie L. Turrentine, Town Clerk

XI-E.

INTER-GOVERNMENTAL AGREEMENT

Intergovernmental Agreement ("Agreement") is made and entered into effective as of the _____ day of August, 2018 (the "Effective Date"), by and between the Board of Trustees of the Town of Lake City, Colorado, the address of which is P.O. Box 544, Lake City, CO 81325 (Town), and the Board of Education, Hinsdale County School District RE-I, the address of which is P.O. Box 39,614 N. Silver Street, Lake City, CO 81235 (School District).

I. Recitals

WHEREAS, the Town and the School District are political subdivisions of the State of Colorado;

WHEREAS, pursuant to §§18(2)(a) and (2)(b) of Art. XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units with the approval of the legislative body or authority of the unit having the power to so approve;

WHEREAS, the Town has routinely allowed the School District to utilize the Town Armory located at 230 North Bluff Street, Lake City, CO 81235, as a recreational facility for school purposes at no cost to the School District;

WHEREAS, the School District has used the Armory for school day physical education classes and after-school athletic training activities during the school week (Tuesday-Friday) and has been allowed on occasion to use the facility for events outside of the typical school schedule;

WHEREAS, the Town has recently invested significant sums in renovation of the Armory and wishes to formalize the agreement with the School District for future use of the Armory; and

WHEREAS, the School District desires to continue its use of the Armory.

NOW THEREFORE, in consideration of the mutual premises stated below and other valuable consideration, the Town and School District agree as follows:

II. Agreement

1. **Term.** The Term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2019, unless earlier terminated in accordance with this IGA. Thereafter, this IGA shall automatically renew for successive one-year terms, commencing on January 1, 2018, and each January 1 thereafter, unless terminated in accordance with this IGA.
2. **Limited License.** The Town hereby grants to the School District a limited

license and right of entry to the Armory for School District recreational purposes. The Town shall operate and maintain the Armory in appropriate condition for the activities contemplated herein.

3. Party Representatives and Schedule. Each party will designate a representative who will serve as the point of contact for the other party with respect to matters arising under this IGA. Within thirty days of the Effective Date, and on an annual basis thereafter, the parties' representatives will meet to prepare a mutually acceptable schedule for the School District's use of the Armory.
4. Consideration. In consideration for its use of the Armory under this Agreement, the School District agrees to pay the Town an annual use fee equal to thirty percent (30%) of the Armory Cleaning Costs. The Armory Cleaning Costs shall be the annual salary and benefits paid by the Town for a part-time Town employee to clean the Armory, together with the reasonable cost of cleaning supplies. The parties agree that the Armory Cleaning Costs for the current term of this Agreement are \$10,479.87. The School District agrees to pay the Town the amount of \$3,144.00 within 30 days of the execution of this Agreement. For each successive one-year term, the Town agrees to calculate the Armory Cleaning Costs on or before July 1st of the then-current term, and the School District agrees to pay its percentage of the Armory Cleaning Costs on or before August 1st of the then-current term. If there is a material change in the School District's use of the Armory, the parties will adjust the annual use fee accordingly. The parties agree that the intent of the annual use fee is to ensure that the School District's use of the Armory is cost neutral for the Town.
5. Facility Maintenance. During the Term of this IGA, the Town, at Town's expense, will maintain the Armory in good condition and repair. In the event that the School District causes damage to the Armory beyond normal wear and tear during its use of the Armory, the School District shall be responsible for the cost to repair such damage.
6. Insurance. Each party will procure and maintain general liability insurance, including property damage liability, with a single combined liability limit of \$2,000,000 per occurrence and \$5,000,000 annual aggregate, insuring against liability arising out of or in connection with its use of the Armory, or the acts or omissions of its employees or volunteers. Each party will be named as an additional insured on the policy of the other party and will provide the other party with a certificate of insurance indicating so. By obtaining such insurance, neither party waives the rights, defenses, or protections provided to it by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. The School District agrees to notify the Town in writing of any claims or potential claims from damage or injury that come to its attention in connection with the use of the Armory.

7. Termination. This Agreement may be terminated by either party, with or without cause, upon one hundred eighty (180) days' prior written notice to the other party.
8. School District Duties. The School District agrees to the following:
 - a. School District agrees to be responsible for supervising School District activities at the Armory in accordance with applicable law and School District policies during the term of this Agreement;
 - b. School District will enforce Town rules for the use of the Armory for School District students and staff during School District's activities at the Armory;
 - c. During School District activities, the School District will not allow employees, students, or guests to gain access to areas of the Armory not intended for School District activities, such as on top of internal structures, beams, basketball hoops, or any area indicated by Town staff as restricted;
 - d. School District will comply with all Town policies and rules for Armory use, including the requirement that only non-street gym shoes with non-marking soles are to be worn in the Armory after January 1, 2016. The Town will keep the School District informed as to policy changes.
9. Attorney Fees. If any legal action is commenced or maintained in a court of law, whether in law or in equity, by either party to this Agreement, as to interpretation, breach, enforcement or construction, the prevailing party in any such action shall be entitled to its reasonable attorneys' fees together with all reasonable costs and expenses incurred.
10. Severability. If any term or provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement and the terms or provisions it contains shall not be affected and all other terms and provisions shall be valid and enforceable to the full extent permitted by law.
11. Notices. All notices given pursuant to this Agreement shall be in writing and signed by the duly authorized representative of the party making the same. All notices shall be deemed given when delivered personally, or three (3) days after deposit of the same in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the applicable party as follows:

To the School District: Superintendent of Schools
Hinsdale County School District RE-1
PO Box 39
614 N. Silver St.
Lake City, CO 81235

To the Town: Town Manager
Town of Lake City
PO Box 544
230 N. Bluff St.
Lake City, CO 81235

12. Complete Agreement. Both parties represent and warrant that they have carefully reviewed this Agreement, they have had competent legal representation in connection with the decision to enter into this Agreement, and the contents hereof are known and understood by them.
13. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Colorado. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be brought in a court of competent jurisdiction in Hinsdale County, Colorado.
14. Tabor Restrictions. The parties hereto understand and acknowledge they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by execution of this Agreement. It is understood and agreed that this Agreement does not constitute a multiple fiscal year direct or indirect debt or financial obligation within the meaning of TABOR, and therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of either party are expressly dependent and conditioned upon continuing availability of funds beyond the term of the parties' respective current fiscal periods. Financial obligations, if any, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with the rules, regulations and resolutions of the party, and/or the State of Colorado and other applicable laws.
15. Modifications. This Agreement contains the entire agreement between the parties and may only be amended, revised or modified in a writing agreed to and executed by both parties.

WHEREFORE, the parties execute this Agreement with an effective date as first stated above.

**Board of Trustees
Town of Lake City, Colorado**

Bruce Vierheller, Mayor _____
Date

ATTEST:

[SEAL]

Jamie L. Turrentine, Clerk _____
Date

Hinsdale County School District RE-1

Phillip Virden, President _____
Date