



## **Board of Trustees Regular Meeting October 5th, 2022**

Town of Lake City

Oct 5, 2022 at 5:00 PM MDT to Oct 5, 2022 at 9:30 PM MDT

230 N Bluff St Lake City, CO 81235

### **Agenda**

- I. Executive Session 5:00 PM**
  - A. Executive session pursuant to CRS § 24-6-402(4)(f) During which negotiations for employment contracts, other than negotiations for an individual employee's contract, are discussed.**
- II. Public Hearing 5:30 PM**
  - A. Discussion About Food Truck Ordinance**
- III. Regular Workshop 6:30 PM 5:30 PM**
  - A. 3rd Street Update**
  - B. Discussion about Bank Loan for 621 Water St**
  - C. Discussion about 2023 Budget**
  - D. Discussion about 2023 Personnel Policy**
- IV. Regular Meeting 7:00 PM 6:00 PM**
  - A. Call to Order**
  - B. Minutes**
  - C. Bills Payable**
  - D. Employee's Reports**
    - 1. Recreation Director**  
Presenter: Ben Hake
    - 2. Public Works Director**  
Presenter: Jameson Johnston
    - 3. Town Clerk/Treasurer**  
Presenter: Alexander Mulhall
    - 4. Town Manager**  
Presenter: Vance Lipsey
    - 5. Building Official**  
Presenter: Gabe Mcneese
    - 6. Sheriff's Report**  
Presenter: Sheriff Kambish
    - 7. Mayor**  
Presenter: Dave Roberts

**8. Trustees Reports**

**E. Correspondence Recieved**

**F. Citizen's Communication**

**G. Additions to Agenda**

**H. Action Items**

- 1. Discussion and Possible Action to approve 2022-007 Food Truck Ordinance**
- 2. Discussion and Possible Action to Approve Conditional Use Permit Renewal for Lake City Loopers**
- 3. Discussion and Possible Action to Approve Participation Agreement for the CHFA Small-scale Housing Technical Assistance Grant**

**TOWN OF LAKE CITY**  
**BOARD OF TRUSTEES**  
**ORDINANCE NO. 2022-007**

**AN ORDINANCE AMENDING SECTION 16-42 OF THE LAKE CITY TOWN CODE AND THE TOWN FEE SCHEDULE REGARDING FOOD TRUCK**

**WHEREAS**, the Board of Trustees of the Town of Lake City, Colorado (the "Board"), pursuant to Colorado Statute is vested with the authority of administering the affairs of the Town of Lake City, Colorado (the "Town"); and

**WHEREAS**, the Town of Lake City Town Municipal Code (the "Code") sets forth requirements and procedures regarding mobile vendors including mobile food vendors ("Food Trucks"); and

**WHEREAS**, the Board has been approached by potential Food Truck vendors who desire to sell food from mobile vehicles within the Town; and

**WHEREAS**, the Board held a public hearing and received public comment from citizens, Food Truck vendors, and in Town restaurant owners regarding permitting Food Truck vendors within the Town; and

**WHEREAS**, the Board finds it is in the interest of the Citizens of Lake City as well as the restaurant and related food business owners of the Town to balance the costs, including taxes, rent, and maintenance of real property required for a traditional restaurant, with the avoidance of the same costs for Food Trucks through a permitting and regulating scheme; and

**WHEREAS**, the Board desires to amend the Town Code regarding mobile vendors to more specifically address Mobile Food Vendors and establish permits and regulations for the same.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY AS FOLLOWS:**

1. Section 16-42 of the Lake City Municipal Code shall be amended with the removal of strikethrough language and the addition of bold underlined language to read in its entirety as follows:  
Sec. 16-42. – Permit required.

It shall be unlawful to sell or offer any goods, services, or things for sale within the town from any "motor vehicle," "trailer," "utility trailer," or "trailer coach," as such terms are defined by state law, without a permit issued by the board of trustees. **Mobile Food Vendors shall only be permitted in accordance with the regulations set forth by the Board of Trustees and maintained by the Town Clerk. Such Mobile Food Vendors regulations may be amended from time-to-time resolution of the Board of Trustees, and in strict compliance with all Colorado Department of Health and Environment policies, rules, and regulations.**

2. The Town Fee Schedule shall be amended with the addition of a Mobile Food Vendor Permit cost of \$4,000.00 per year.

3. The Town Fee Schedule shall be further amended with the addition of a Mobile Food Vendor City Property lease cost of \$500.00 per month.

4. Validity. If any part of this ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have approved this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

5. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent collection of any fees assessed pursuant to the provisions of any ordinance hereby repealed prior to the taking effect of this ordinance.

INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

Votes Approving: \_\_\_\_\_

Votes Opposed: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstained: \_\_\_\_\_

ATTEST: BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO

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

Alexander Mulhall Town Clerk

Dave Roberts Mayor

## **Mobile Food Vendor Regulations**

1. It shall be unlawful for any person or entity to sell or offer any food item for sale from a motor vehicle, trailer, utility trailer, trailer coach, or similar vehicle without first obtaining a Mobile Food Vendor Permit (hereinafter "MFVP") pursuant to these Mobile Food Vendor Regulations.
2. Any applicant for a MFVP must provide the Town of Lake City with written notice from the Colorado Department of Health and Environment or the Hinsdale County Health Department of the applicant's compliance with any and all health standards, regulations, and requirements for operating such mobile food vehicle.
3. The Town shall allow a maximum of two (2) MFVP within the Town limits at any time.
4. MVFP applicants will be selected via a lottery once a complete application is submitted including proof of compliance with all health standard requirements.
5. MVFP shall be \$4,000.00 per year and shall renew annually on January 1. 6. MVFP may only be operated on at the following locations:
  - a. Memorial Park
  - b. Pumphouse Park
  - c. Ski Hill
7. MVFP locations are all owned by the Town. In order to operate a MVFP, the MVFP Vendor must enter into a non-exclusive lease of the location with the Town at a cost of five hundred dollars (\$500.00) per month.



Vance Lipsey &lt;townmanager@townoflakecity.co&gt;

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## Financing of house

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**Dan Krob** <dan@kroblaw.com>

Tue, Oct 4, 2022 at 2:37 PM

To: Dave Roberts &lt;daveroberts@townoflakecity.co&gt;, Doug Hamel &lt;doughamel@townoflakecity.co&gt;, Vance Lipsey &lt;townmanager@townoflakecity.co&gt;, michellepierce@centurytel.net

Good Afternoon,

I just recently heard back from Kim Crawford of Butler Snow (bond counsel) regarding financing the purchase of the house for employee housing. Both she and her tax attorney said, because of the use of the property, they do not believe we can finance the home without going to a vote of the electors. In fact, they said they wouldn't be able to represent the Town in this purchase if we attempted to finance. They did say if we had money available, they don't see an issue purchasing it outright. Obviously with an October 21 closing date an election would mean the purchase contract could not close on time.

I apologize for the short notice, but this is why we discuss these more complex issues with bond counsel. Please feel free to call me anytime to discuss.

Thank you,

Dan

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**Daniel S. Krob**

Attorney at Law

Krob Law Office, L.L.C.

[8400 E. Prentice Ave.](#)

Penthouse

Greenwood Village, CO 80111

(303)694-0099

(303)694-5005 fax

**TOWN OF LAKE CITY  
2023 BUDGET**

	GENERAL FUND	2021	2022	2022	2023
		Actual	Budgeted	YTD ACTUAL	Proposed
	<b>BEGINNING BALANCE</b>	<b>\$916,582.00</b>	<b>\$1,393,396.46</b>	<b>\$1,393,396.46</b>	<b>\$1,488,353.21</b>
	<b>REVENUES</b>				
	<b>Taxes</b>				
100-311-000-000	PROPERTY TAX	\$61,082.43	\$64,176.00	\$61,784.03	\$65,000.00
100-312-000-000	SPECIFIC OWNERSHIP TAX	\$5,503.74	\$5,000.00	\$3,384.56	\$6,000.00
100-313-100-000	SALES TAX	\$675,529.88	\$500,000.00	\$385,135.48	\$500,000.00
100-314-100-000	MOTOR VEHICLE SALES TAX	\$4,808.82	\$3,000.00	\$2,989.68	\$3,000.00
100-314-200-000	CIGARETTE TAX	\$1,465.10	\$900.00	\$802.83	\$900.00
100-314-300-000	BUILDING USE TAX	\$15,537.94	\$30,000.00	\$0.00	\$30,000.00
100-316-100-000	FRANCHISE TAX	\$13,531.14	\$10,000.00	\$0.00	\$10,000.00
100-319-000-000	PENALTIES AND INTEREST	\$298.97	\$500.00	\$124.51	\$200.00
	<b>Total Taxes</b>	<b>\$777,758.02</b>	<b>\$613,576.00</b>	<b>\$454,221.09</b>	<b>\$615,100.00</b>
	<b>Permits and Fees</b>				
100-321-100-000	LIQUOR LICENSE FEE	\$1,864.50	\$2,000.00	\$4,150.00	\$2,000.00
100-322-100-000	BUILDING PERMITS	\$11,702.21	\$11,000.00	\$9,110.90	\$10,000.00
100-322-110-000	SIGN PERMITS	\$252.00	\$100.00	\$0.00	\$100.00
100-322-200-000	LODGING PERMIT	\$1,780.00	\$1,900.00	\$11,900.00	\$8,000.00
100-322-700-000	DOG LICENSES	\$0.00	\$0.00	\$0.00	\$0.00
100-322-400-000	BUSINESS LICENSE	\$985.00	\$1,000.00	\$1,730.00	\$1,000.00
100-322-800-000	SPECIAL USE PERMITS	\$0.00	\$0.00	\$375.00	\$0.00
	<b>Total Permits and Fees</b>	<b>\$16,583.71</b>	<b>\$16,000.00</b>	<b>\$27,265.90</b>	<b>\$21,100.00</b>
	<b>Intergovernmental Revenue</b>				
100-334-000-000	GRANT MONIES	\$146,950.00	\$1,051,020.00	\$920,643.41	\$0.00
100-334-100-000	MINERAL LEASE/SEVERANCE TAX	\$1,492.88	\$1,500.00	\$0.00	\$1,500.00
100-334-300-000	COVID RELIEF FUND	\$49,515.90	\$35,041.29	\$49,515.90	\$0.00

**TOWN OF LAKE CITY  
2023 BUDGET**

100-335-100-000	MOTOR VEHICLE SPECIAL ASSESSMENT	\$3,190.00	\$1,500.00	\$2,758.50	\$1,500.00
100-335-200-000	HIGHWAY USERS TAX	\$32,487.05	\$25,000.00	\$17,946.80	\$25,000.00
100-337-130-000	HINSDALE COUNTY R&B TAX	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Intergovernmental Revenue</b>	<b>\$233,635.83</b>	<b>\$1,114,061.29</b>	<b>\$990,864.61</b>	<b>\$28,000.00</b>
	<b>Recreation Program Revenue</b>				
100-347-800-000	RECREATION PROGRAM FEES	\$4,324.00	\$2,000.00	\$10,395.00	\$6,000.00
100-347-810-000	SKI HILL FEES	\$12,610.00	\$9,000.00	\$16,202.00	\$15,000.00
100-347-811-000	SKI HILL DONATIONS	\$2,675.50	\$1,000.00	\$3,274.50	\$3,000.00
100-347-812-000	RECREATION PROGRAM DONATIONS	\$370.00	\$0.00	\$1,000.00	\$0.00
100-347-813-000	PARKS DONATION	\$0.00	\$0.00	\$0.00	\$0.00
100-347-814-000	ARMORY DONATION	\$0.00	\$0.00	\$0.00	\$0.00
100-347-820-000	ICE WALL EVENTS	\$0.00	\$2,000.00	\$1,903.00	\$1,500.00
100-347-825-000	ICE WALL DONATIONS	\$6,216.00	\$1,000.00	\$4,866.50	\$4,000.00
	<b>Total Recreation Program Revenue</b>	<b>\$26,195.50</b>	<b>\$15,000.00</b>	<b>\$37,641.00</b>	<b>\$29,500.00</b>
	<b>Court Revenue</b>				
100-351-000-000	COURT FINES	\$9,330.00	\$1,500.00	\$8,645.00	\$5,000.00
100-351-100-000	COURT COSTS	\$222.00	\$0.00	\$25.00	\$0.00
	<b>Total Court Revenue</b>	<b>\$9,552.00</b>	<b>\$1,500.00</b>	<b>\$8,670.00</b>	<b>\$5,000.00</b>
	<b>Other Revenue</b>				
100-341-300-000	ZONING AND SUBDIVISION FEES	\$200.00	\$0.00	\$50.00	\$0.00
100-341-800-000	SALES OF COPIES	\$9.25	\$0.00	\$1.80	\$0.00
100-361-100-000	EARNINGS ON DEPOSITS	\$2,130.29	\$2,000.00	\$3,639.28	\$2,000.00
100-362-200-000	RENTS FROM BUILDINGS	\$6,555.50	\$3,000.00	\$4,978.66	\$5,000.00
100-364-000-000	REFUNDS	\$3,096.23	\$0.00	\$6,460.00	\$500.00
100-366-100-000	HISTORIC PRESERVATION/COA	\$675.00	\$500.00	\$500.00	\$500.00
100-367-200-000	DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00
100-369-000-000	MISC. REVENUES	\$24,080.97	\$1,000.00	\$1,393.50	\$1,000.00
100-370-000-000	TRANSFER FROM WS FOR ADMIN COSTS	\$40,000.00	\$15,445.00	\$40,000.00	\$16,000.00

**TOWN OF LAKE CITY  
2023 BUDGET**

	<b>Total Other Revenue</b>	<b>\$76,747.24</b>	<b>\$21,945.00</b>	<b>\$57,023.24</b>	<b>\$25,000.00</b>
	<b>TOTAL REVENUES</b>	<b>\$1,140,472.30</b>	<b>\$1,782,082.29</b>	<b>\$1,575,685.84</b>	<b>\$723,700.00</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

	EXPENDITURES				
		2021	2022	2022	2023
		Actual	Proposed	Estimated	Proposed
	<b>Board of Trustees</b>				
100-411-100-111	SALARIES BOT	\$6,400.00	\$8,000.00	\$3,650.00	\$8,000.00
100-411-100-144	FICA-MEDICARE-BOT	\$92.86	\$130.50	\$49.34	\$130.50
100-411-100-145	PERA - BOT	\$910.56	\$1,250.00	\$526.19	\$1,250.00
100-411-100-330	PUBLICATIONS, DUES & SUBS - BOT	\$3,849.57	\$500.00	\$50.00	\$4,000.00
100-411-100-347	COMPUTER HARDWARE/SOFTWARE	\$3,077.98	\$4,000.00	\$7,307.59	\$10,000.00
100-411-100-350	PROFESSIONAL SERVICES - BOT	\$27,687.50	\$82,125.00	\$33,250.00	\$5,000.00
100-411-100-370	TRAVEL- BOT	\$1,866.13	\$1,500.00	\$3,243.10	\$6,000.00
100-411-100-400	DONATIONS	\$5,000.00	\$105,500.00	\$7,500.00	\$15,000.00
100-411-100-495	MISC.EXPENSES - BOT	\$1,617.15	\$300.00	\$113.77	\$15,000.00
	<b>Total Board of Trustees</b>	<b>\$50,501.75</b>	<b>\$203,305.50</b>	<b>\$55,689.99</b>	<b>\$64,380.50</b>
	<b>Administration</b>				
100-411-400-111	SALARIES - TOWN ADMIN	\$35,979.65	\$59,510.00	\$24,402.58	\$65,000.00
100-411-400-142	WORKMEN'S COMP	\$5,714.70	\$10,000.00	\$4,821.50	\$10,000.00
100-411-400-143	HEALTH INSURANCE	\$7,879.93	\$7,500.00	\$13,515.76	\$8,000.00
100-411-400-144	FICA - TOWN ADMIN	\$497.33	\$870.00	\$340.00	\$1,000.00
100-411-400-145	PERA - TOWN ADMIN	\$10,745.81	\$11,345.00	\$8,684.10	\$12,000.00
100-411-400-210	OFFICE SUPPLIES	\$1,887.48	\$1,000.00	\$656.83	\$2,000.00
100-411-400-220	OPERATING SUPPLIES - TOWN ADMIN	\$1,958.49	\$1,300.00	\$1,198.11	\$2,000.00
100-411-400-230	R&M SUPPLIES - TOWN HALL	\$107.37	\$200.00	\$8.38	\$200.00
100-411-400-311	POSTAGE	\$388.00	\$700.00	\$252.27	\$800.00
100-411-400-320	PRINTING AND COPYING	\$2,666.58	\$3,000.00	\$2,229.11	\$3,000.00
100-411-400-330	DUES, SUBS, MEMBERSHIPS	\$10,363.23	\$1,500.00	\$17,043.51	\$2,000.00
100-411-400-331	LEGAL NOTICES - TOWN HALL	\$6,575.72	\$3,000.00	\$1,804.50	\$4,000.00
100-411-400-345	TELEPHONE - TOWN HALL	\$4,400.69	\$5,000.00	\$2,036.65	\$5,500.00
100-411-400-346	EMPLOYEE CELLPHONE	\$3,193.63	\$4,000.00	\$2,397.35	\$4,000.00
100-411-400-347	COMPUTER/SOFTWARE	\$3,357.53	\$16,000.00	\$976.70	\$18,000.00
100-411-400-350	PROFESSIONAL SERVICES - TOWN HALL	\$11,443.81	\$2,000.00	\$25,013.06	\$10,000.00

**TOWN OF LAKE CITY  
2023 BUDGET**

100-411-400-352	LEGAL SERVICES	\$11,643.40	\$15,000.00	\$1,804.50	\$15,000.00
100-411-400-354	AUDITING	\$0.00	\$8,000.00	\$0.00	\$8,000.00
100-411-400-360	R&M SERVICES - TOWN HALL	\$0.00	\$500.00	\$0.00	\$500.00
100-411-400-370	TRAVEL, TRAINING	\$706.00	\$2,000.00	\$4,181.04	\$15,000.00
100-411-400-495	MISC EXPENSES	\$1,883.05	\$2,000.00	\$1,614.50	\$2,000.00
100-411-400-510	INSURANCE	\$10,563.23	\$22,000.00	\$10,859.96	\$15,000.00
100-411-400-520	INSURANCE DEDUCTIBLE	\$0.00	\$0.00	\$0.00	\$0.00
100-411-400-947	OFFICE EQUIPMENT	\$0.00	\$0.00	\$24.99	\$4,000.00
	<b>Total Administration</b>	<b>\$131,955.63</b>	<b>\$176,425.00</b>	<b>\$123,865.40</b>	<b>\$207,000.00</b>
	<b>Municipal Court</b>				
100-412-100-111	SALARIES - MC	\$3,150.00	\$6,000.00	\$5,400.00	\$7,200.00
100-412-100-144	FICA - MC	\$43.50	\$87.00	\$69.60	\$87.00
100-412-100-145	PERA - MC	\$426.85	\$510.00	\$777.42	\$1,000.00
100-412-100-330	PUBLICATIONS,DUES,SUBS - MC	\$0.00	\$20.00	\$0.00	\$20.00
100-412-100-370	TRAVEL - MC	\$0.00	\$750.00	\$0.00	\$750.00
100-412-100-495	MISC EXPENSE - MC	\$955.00	\$1,000.00	\$0.00	\$1,000.00
	<b>Total Municipal Court</b>	<b>\$4,575.35</b>	<b>\$8,367.00</b>	<b>\$6,247.02</b>	<b>\$10,057.00</b>
	<b>Elections</b>				
100-414-000-111	ADMIN CONTRACT-ELECT	\$0.00	\$5,000.00	\$5,540.00	\$0.00
100-414-000-220	OPERATING SUPP-ELECT	\$0.00	\$2,500.00	\$1,881.10	\$0.00
100-414-000-352	LEGAL FEES-ELECT	\$0.00	\$500.00	\$0.00	\$0.00
	<b>Total Elections</b>	<b>\$0.00</b>	<b>\$8,000.00</b>	<b>\$7,421.10</b>	<b>\$0.00</b>
	<b>Community Facilities and Parks</b>				
100-419-400-220	OPERATING SUPPLIES	\$12,200.77	\$13,000.00	\$5,026.35	\$12,500.00
100-419-400-223	JANITORIAL SUPPLIES	\$1,882.73	\$2,300.00	\$2,172.07	\$2,200.00
100-419-400-230	R&M SUPPLIES	\$1,170.17	\$2,500.00	\$900.10	\$1,500.00
100-419-400-341	ELECTRICITY	\$7,829.44	\$6,200.00	\$6,505.19	\$8,000.00
100-419-400-344	PROPANE	\$6,495.47	\$15,000.00	\$20,161.10	\$21,750.00
100-419-400-350	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00

**TOWN OF LAKE CITY  
2023 BUDGET**

100-419-400-356	ICE WALL	\$16,173.72	\$6,500.00	\$19,575.14	\$6,200.00
100-419-400-360	R&M SERVICES	\$17,396.57	\$22,000.00	\$11,447.90	\$21,500.00
100-419-400-361	TRASH COLLECTION	\$8,242.55	\$9,000.00	\$4,924.25	\$8,500.00
100-419-400-397	EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00
100-419-400-495	MISC	\$3,242.69	\$0.00	\$0.00	\$3,000.00
	<b>Total Community Facilities and Parks</b>	<b>\$74,634.11</b>	<b>\$76,500.00</b>	<b>\$70,712.10</b>	<b>\$85,150.00</b>
	<b>Streets and Alleys</b>				
100-431-400-230	R&M SUPPLIES	\$3,061.60	\$5,000.00	(\$219.43)	\$10,000.00
100-431-400-231	STREET SURFACE - DUST CONTROL	\$11,745.00	\$12,000.00	\$15,204.70	\$15,000.00
100-431-400-350	PROFESSIONAL SERVICES	\$30.36	\$0.00	\$0.00	\$0.00
100-431-400-360	R&M SERVICES	\$14,775.00	\$3,000.00	\$0.00	\$10,000.00
100-431-400-365	STREET LIGHTS	\$0.00	\$0.00	\$178.04	\$10,000.00
100-431-400-370	STREET SIGNS	\$10,272.34	\$15,000.00	\$2,626.62	\$15,000.00
100-431-400-452	GRAVEL	\$0.00	\$3,000.00	\$1,460.00	\$6,000.00
100-431-400-453	MISCELLANEOUS - Maintenance of Condition	\$0.00	\$8,000.00	\$12,030.00	\$2,000.00
100-431-500-230	R&M SUPPLIES - SNOW REMOVAL	\$0.00	\$5,000.00	\$0.00	\$0.00
100-431-500-360	R&M SERVICES - SNOW REMOVAL	\$15,375.00	\$25,000.00	\$11,114.85	\$20,000.00
100-431-800-111	SALARIES S&A	\$27,353.43	\$31,000.00	\$18,607.32	\$25,000.00
		<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>
		<b>Actual</b>	<b>Proposed</b>	<b>Estimated</b>	<b>Proposed</b>
	<b>Streets and Alleys (cont)</b>				
100-431-800-143	HEALTH INSURANCE S&A	\$4,626.14	\$5,608.80	\$1,050.84	\$6,000.00
100-431-800-144	FICA/MEDICARE S&A	\$375.28	\$450.00	\$256.07	\$550.00
100-431-800-145	PERA S&A	\$3,510.42	\$4,410.00	\$2,759.65	\$5,000.00
100-431-800-146	TREASURER'S FEE-S&A ADMIN	\$1,227.66	\$1,300.00	\$1,271.09	\$1,300.00
100-431-800-340	ELECTRIC-5TH ST PED BRIDGE	\$393.54	\$500.00	\$290.27	\$500.00
100-431-800-350	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
100-431-800-495	DRAINAGE R&M SERVICES-S&A	\$2,360.00	\$5,000.00	\$0.00	\$15,000.00
	<b>Total Streets and Alleys</b>	<b>\$95,105.77</b>	<b>\$126,290.80</b>	<b>\$68,652.02</b>	<b>\$143,373.00</b>
	<b>Round Top Mountain Communications Site</b>				

**TOWN OF LAKE CITY  
2023 BUDGET**

100-436-000-360	ROUND TOP REPAIR AND MAINTENANCE	\$177.82	\$1,500.00	\$0.00	\$2,400.00
	<b>Total Round Top Mountain Communications Site</b>	<b>\$177.82</b>	<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$2,400.00</b>
	<b>Recreation Program</b>				
100-451-100-111	SALARIES	\$69,319.23	\$80,560.00	\$49,595.19	\$95,000.00
100-451-100-112	PT SEASONAL	\$0.00	\$9,900.00	\$4,351.50	\$9,500.00
100-451-100-142	WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00
100-451-100-143	HEALTH INSURANCE	\$14,461.01	\$18,696.00	\$11,764.69	\$19,000.00
100-451-100-144	FICA	\$950.53	\$1,250.00	\$752.92	\$1,414.00
100-451-100-145	PERA	\$8,990.06	\$12,900.00	\$7,702.63	\$14,362.00
100-451-100-224	RECREATION SUPPLIES	\$11,899.59	\$10,000.00	\$8,550.58	\$10,000.00
100-451-100-346	EMPLOYEE CELLPHONE	\$0.00	\$0.00	\$0.00	\$0.00
100-451-100-360	R & M SERVICES	\$376.49	\$15,000.00	\$774.83	\$0.00
100-451-100-370	TRAVEL, TRAINING AND MEETINGS	\$1,825.36	\$1,500.00	\$1,667.96	\$2,000.00
100-451-100-495	REFUNDS	\$0.00	\$0.00	\$0.00	\$0.00
100-451-100-496	MISCELLANEOUS	\$485.25	\$0.00	\$25.25	\$18,000.00
	<b>Total Recreation Program</b>	<b>\$108,307.52</b>	<b>\$149,806.00</b>	<b>\$85,185.55</b>	<b>\$169,276.00</b>
	<b>Ski Hill Program</b>				
100-451-200-111	SALARIES	\$9,209.00	\$9,500.00	\$6,880.75	\$11,140.00
100-451-200-144	FICA-MEDICARE	\$132.97	\$140.00	\$74.91	\$162.00
100-451-200-145	PERA	\$1,304.77	\$1,500.00	\$791.40	\$1,641.00
100-451-200-220	OPERATING SUPPLIES	\$5,460.55	\$6,000.00	\$1,476.30	\$6,000.00
100-451-200-230	R&M SUPPLIES	\$1,367.14	\$2,500.00	\$1,336.76	\$2,500.00
100-451-200-330	PUBLICITY, SUBSCRIPTIONS & DUES	\$69.90	\$600.00	\$640.77	\$600.00
100-451-200-341	ELECTRICITY	\$1,757.68	\$2,500.00	\$732.47	\$2,000.00
100-451-200-345	TELEPHONE	\$349.25	\$400.00	\$517.67	\$700.00
100-451-200-350	PROF. SERVICES	\$129.48	\$400.00	\$0.00	\$400.00
100-451-200-358	INSPECTIONS	\$1,523.25	\$1,500.00	\$781.85	\$700.00
100-451-200-360	R&M SERVICES	\$1,779.78	\$1,000.00	\$0.00	\$400.00
100-451-200-370	TRAVEL AND MEETINGS	\$178.98	\$600.00	\$57.17	\$600.00
100-451-200-495	MISCELLANEOUS	\$21.74	\$0.00	\$0.00	\$2,000.00

**TOWN OF LAKE CITY  
2023 BUDGET**

100-451-200-593	PERMITS	\$810.00	\$1,000.00	\$549.00	\$1,000.00
	<b>Total Ski Hill Program</b>	<b>\$24,094.49</b>	<b>\$27,640.00</b>	<b>\$13,839.05</b>	<b>\$29,843.00</b>
100-452-000-370	<b>Generator Installation - P&amp;L</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Marketing</b>				
100-455-100-330	Hinsdale County Marketing	\$500.00	\$1,000.00	\$0.00	\$1,000.00
100-455-100-340	DIRT/Main Street	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00
	<b>Total Marketing</b>	<b>\$3,000.00</b>	<b>\$6,000.00</b>	<b>\$5,000.00</b>	<b>\$6,000.00</b>
	<b>Historic Preservation</b>				
100-460-100-370	TRAVEL, TRAINING AND MEETINGS	\$0.00	\$1,500.00	\$0.00	\$1,500.00
100-460-100-397	COMMISSION EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00
100-460-100-495	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Historic Preservation</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>
	<b>Contract Payments</b>				
100-480-310-397	Hinsdale County Sheriff	\$76,153.00	\$85,592.00	\$41,296.00	\$92,439.26
100-480-330-397	Building Inspector	\$21,218.00	\$21,218.00	\$10,609.00	\$21,218.00
	<b>Total Contract Payments</b>	<b>\$97,371.00</b>	<b>\$106,810.00</b>	<b>\$51,905.00</b>	<b>\$113,657.26</b>
	<b>Capital Improvements</b>				
100-485-000-100	ARMORY CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$10,000.00
100-485-000-810	STREETS & ALLEYS CAP. IMPROVEMENTS	\$73,934.40	\$1,240,000.00	\$992,211.86	\$15,000.00
	PARKS AND RECREATION CAP. IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$25,000.00
	<b>Total Capital Improvements</b>	<b>\$73,934.40</b>	<b>\$1,240,000.00</b>	<b>\$992,211.86</b>	<b>\$25,000.00</b>
	<b>TOTAL EXPENSES</b>	<b>\$663,657.84</b>	<b>\$2,132,144.30</b>	<b>\$1,480,729.09</b>	<b>\$857,636.76</b>
	<b>ENDING BALANCE</b>	<b>\$1,393,396.46</b>	<b>\$1,043,334.45</b>	<b>\$1,488,353.21</b>	<b>\$1,354,416.45</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

		2021	2022	2022	2023
	<b>CONSERVATION TRUST FUND</b>	<b>Actual</b>	<b>Proposed</b>	<b>Estimated</b>	<b>Proposed</b>
	<b>BEGINNING BALANCE</b>	<b>\$23,293.00</b>	<b>\$28,079.58</b>	<b>\$28,079.58</b>	<b>\$28,128.76</b>
	<b>Revenue</b>				
<b>300-334-000-000</b>	CTF Remittance	\$4,761.03	\$4,000.00	\$0.00	\$4,000.00
<b>300-361-100-000</b>	Earnings on Deposits	\$25.55	\$20.00	\$49.18	\$20.00
	<b>Total Revenue</b>	<b>\$4,786.58</b>	<b>\$4,020.00</b>	<b>\$49.18</b>	<b>\$4,020.00</b>
<b>300-452-000-365</b>	<b>Capital Improvement Project - Multi-Purpose Court</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Total Expenses</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>ENDING BALANCE</b>	<b>\$28,079.58</b>	<b>\$2,099.58</b>	<b>\$28,128.76</b>	<b>\$32,148.76</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

	<b>WATER AND SEWER FUND</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>
		<b>ACTUAL</b>	<b>PROPOSED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>
	<b>BEGINNING BALANCE</b>	<b>\$1,354,662.00</b>	<b>\$1,487,463.14</b>	<b>\$1,487,463.14</b>	<b>\$2,533,664.35</b>
	<b>WATER &amp; SEWER REVENUE</b>				
	<b>Intergovernmental Revenue</b>				
	LOANS	\$0.00	\$0.00	\$0.00	\$ 2,250,000.00
<b>600-334-000-000</b>	GRANTS	\$33,811.86	\$260,000.00	\$0.00	\$750,000.00
	<b>Total Intergovernmental Revenue</b>	<b>\$33,811.86</b>	<b>\$260,000.00</b>	<b>\$0.00</b>	<b>\$3,000,000.00</b>
	<b>Water &amp; Sewer Revenue</b>				
<b>600-341-800-000</b>	CHARGES FOR SERVICES	\$0.00	\$0.00	\$446.31	\$0.00
<b>600-344-100-000</b>	WATER SALES	\$331,704.02	\$350,000.00	\$244,140.63	\$330,000.00
<b>600-344-200-000</b>	SEWER REVENUES	\$261,393.30	\$260,000.00	\$148,618.17	\$260,000.00
<b>600-344-300-000</b>	WATER TAP CONNECTION CHARGES	\$14,000.00	\$5,000.00	\$39,000.00	\$1,400.00
<b>600-344-400-000</b>	SEWER TAP CONNECTION CHARGES	\$16,750.00	\$5,000.00	\$31,703.38	\$16,000.00
<b>600-344-500-000</b>	WATER METERS	\$5,162.09	\$1,500.00	\$17,466.29	\$4,000.00
<b>600-344-600-000</b>	INSPECTION FEES	\$0.00	\$0.00	\$50.00	\$0.00
	<b>Total Water &amp; Sewer Revenue</b>	<b>\$629,009.41</b>	<b>\$621,500.00</b>	<b>\$481,424.78</b>	<b>\$611,400.00</b>
	<b>Other Water and Sewer Revenue</b>				
<b>600-361-000-000</b>	EARNINGS ON DEPOSITS	\$99.82	\$500.00	\$1,631.27	\$500.00
<b>600-361-100-000</b>	EARNINGS ON ACCTS RECEIVABLE	(\$87.72)	\$2,000.00	\$1,487.37	\$2,000.00
<b>600-364-000-000</b>	REFUNDS	\$268.59	\$0.00	\$0.00	\$0.00
<b>600-369-000-000</b>	MISCELLANEOUS REVENUES	\$1,255.31	\$0.00	\$1,826.43	\$0.00
	<b>Total Other Water and Sewer Revenue</b>	<b>\$1,536.00</b>	<b>\$2,500.00</b>	<b>\$4,945.07</b>	<b>\$2,500.00</b>
	<b>TOTAL REVENUES</b>	<b>\$664,357.27</b>	<b>\$884,000.00</b>	<b>\$486,369.85</b>	<b>\$3,613,900.00</b>
<b>600-202-100-100</b>	<b>CWRPDA REVOLVING LOAN FUND</b>	<b>\$0.00</b>	<b>\$850,000.00</b>	<b>\$1,076,335.81</b>	<b>\$850,000.00</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

	<b>TOTAL REVENUES &amp; LOAN</b>	<b>\$664,357.27</b>	<b>\$1,734,000.00</b>	<b>\$1,562,705.66</b>	<b>\$4,463,900.00</b>
	<b>EXPENDITURES</b>				
	<b>Water Supply Program</b>				
600-433-410-221	CHEMICALS - WATER WELLS	\$14,774.00	\$14,000.00	\$19,693.04	\$15,000.00
600-433-410-229	OPERATING SUPPLIES-WATER WELLS	\$1,747.99	\$1,500.00	\$317.00	\$2,000.00
600-433-410-230	R & M SUPPLIES - WATER WELLS	\$0.00	\$1,000.00	\$12.46	\$1,000.00
600-433-410-312	FREIGHT - WATER WELLS	\$2,559.83	\$3,000.00	\$192.15	\$3,000.00
600-433-410-341	ELECTRIC/PROPANE POWER	\$35,668.98	\$36,500.00	\$19,799.17	\$36,500.00
600-433-410-345	TELEMETRY-WATER WELL	\$2,840.07	\$2,850.00	\$1,157.10	\$2,850.00
600-433-410-350	PROF & ENG SVS - WATER WELLS	\$0.00	\$250.00	\$0.00	\$250.00
600-433-410-358	TESTS - WATER WELLS	\$5,416.55	\$6,000.00	\$5,913.78	\$6,000.00
600-433-410-360	R & M SERVICES - WATER WELLS	\$0.00	\$1,500.00	\$0.00	\$1,500.00
600-433-410-593	PERMITS - WATER WELLS	\$220.00	\$2,500.00	\$220.00	\$2,500.00
600-433-410-600	LAKE SAN CRISTOBAL	\$14,271.50	\$14,271.50	\$14,271.50	\$14,271.50
	<b>Total Water Supply Program</b>	<b>\$77,498.92</b>	<b>\$83,371.50</b>	<b>\$61,576.20</b>	<b>\$84,871.50</b>
	<b>Water Distribution Program</b>				
600-433-440-100	EIAF LOAN PAYMENT - Not Applicable	\$0.00	\$0.00	\$0.00	\$0.00
600-433-440-229	OPERATING SUPPLIES- WATER DIST	\$3,330.22	\$2,000.00	\$77.48	\$3,500.00
600-433-440-230	R & M SUPPLIES - WATER DIST.	\$5,304.46	\$3,000.00	\$5,864.89	\$6,000.00
600-433-440-350	PROFESSIONAL SVS - WATER DIST.	\$19.80	\$5,000.00	\$836.30	\$5,000.00
600-433-440-360	R & M SERVICES - WATER DIST.	\$2,923.13	\$21,000.00	\$14,861.81	\$21,000.00
600-433-440-495	MISCELLANEOUS EXPENSES	\$3,808.56	\$0.00	\$0.00	\$0.00
	<b>Total Water Distribution</b>	<b>\$15,386.17</b>	<b>\$31,000.00</b>	<b>\$21,640.48</b>	<b>\$35,500.00</b>
	<b>Wastewater Collection System</b>				
600-433-510-230	R & M SUPPLIES - SEWER COLL	\$0.00	\$3,000.00	\$873.87	\$3,000.00
600-433-510-355	ENGINEERING SVS - SEWER COLL	\$0.00	\$0.00	\$0.00	\$0.00

**TOWN OF LAKE CITY  
2023 BUDGET**

600-433-510-360	R & M SERVICES - SEWER COLL	\$16,503.54	\$15,000.00	\$19,008.01	\$17,500.00
	<b>Total Sewer Collection</b>	<b>\$16,503.54</b>	<b>\$18,000.00</b>	<b>\$19,881.88</b>	<b>\$20,500.00</b>
	<b>Wastewater Treatment Plant Program</b>				
600-433-530-221	CHEMICALS - WWTP	\$6,462.51	\$6,750.00	\$9,872.76	\$7,000.00
600-433-530-229	OPERATING SUPPLIES - WWTP	\$4,216.43	\$3,500.00	\$2,530.31	\$4,500.00
600-433-530-230	R & M SUPPLIES - WWTP	\$893.05	\$1,000.00	\$525.42	\$1,000.00
600-433-530-312	FREIGHT - WWTP	\$533.27	\$1,000.00	\$2,003.29	\$1,000.00
600-433-530-341	ELECTRIC POWER - WWTP	\$32,575.35	\$32,500.00	\$24,285.74	\$33,000.00
600-433-530-344	PROPANE - WWTP	\$3,327.18	\$4,000.00	\$8,142.67	\$4,000.00
600-433-530-350	PROFESSIONAL SVS - WWTP	\$6,213.84	\$5,000.00	\$1,411.70	\$6,500.00
600-433-530-358	TESTS - WWTP	\$5,978.67	\$7,000.00	\$4,503.75	\$7,000.00
600-433-530-359	DUMP CHARGES - WWTP	\$2,673.97	\$2,000.00	\$2,914.80	\$3,000.00
600-433-530-360	R & M SERVICES - WWTP	\$84,994.10	\$0.00	\$211.00	\$0.00
600-433-530-593	PERMITS - WWTP	\$1,593.00	\$1,600.00	\$1,732.39	\$1,600.00
	<b>Total WWTP</b>	<b>\$149,461.37</b>	<b>\$64,350.00</b>	<b>\$58,133.83</b>	<b>\$68,600.00</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

		2021	2022	2022	2023
		ACTUAL	PROPOSED	ESTIMATED	PROPOSED
	<b>Water and Sewer Personnel</b>				
600-433-600-111	SALARIES	\$170,239.66	\$188,200.00	\$118,976.85	\$188,200.00
600-433-600-142	WORKMENS COMP	\$9,795.30	\$10,000.00	\$5,756.50	\$15,000.00
600-433-600-143	HEALTH INSURANCE	\$37,952.92	\$32,000.00	\$29,276.85	\$32,000.00
600-433-600-144	FICA--MEDICARE	\$2,437.64	\$2,750.00	\$1,631.82	\$3,000.00
600-433-600-145	PERA	\$17,120.02	\$26,800.00	\$17,295.69	\$26,800.00
600-433-600-229	OPERATING SUPPLIES	\$1,008.42	\$1,000.00	\$4,598.04	\$80,000.00
600-433-600-230	CLOTHING	\$2,342.83	\$1,000.00	\$327.01	\$3,000.00
600-433-600-231	FUEL	\$4,845.13	\$5,000.00	\$5,095.40	\$6,500.00
600-433-600-335	DUES, SUBSCRIPTIONS	\$350.00	\$600.00	\$2,844.06	\$600.00
600-433-600-345	TELEPHONE/EMPLOYEE CELLPHONE	\$495.10	\$1,200.00	\$1,060.39	\$1,200.00
600-433-600-352	LEGAL SERVICES	\$203.50	\$10,000.00	\$3,066.20	\$1,000.00
600-433-600-360	R&M SERVICES	\$1,027.08	\$0.00	\$0.00	\$17,000.00
600-433-600-361	MV R&M SERVICES	\$2,596.03	\$10,000.00	\$4,342.39	\$25,000.00
600-433-600-370	TRAVEL & MEETINGS- W & S ADMIN	\$2,393.06	\$3,500.00	\$0.00	\$12,000.00
600-433-600-495	MISCELLANEOUS EXPENSES	\$3,782.88	\$2,500.00	\$2,491.74	\$50,000.00
600-433-600-510	INSURANCE	\$10,563.24	\$11,000.00	\$5,429.98	\$11,500.00
600-433-600-751	ADMIN EXPENSES FROM GEN FUN	\$0.00	\$0.00	\$0.00	\$0.00
600-433-600-753	ADMIN OPERATING COSTS TO GEN FUND	-\$40,000.00	\$15,445.00	\$0.00	\$15,445.00
	<b>Total Water and Sewer Personnel</b>	<b>\$227,152.81</b>	<b>\$ 320,995.00</b>	<b>\$202,192.92</b>	<b>\$ 488,245.00</b>
600-470-200-620	<b>DEBT INTEREST</b>	<b>\$8,349.31</b>	<b>\$ 6,985.00</b>	<b>\$11,868.94</b>	<b>\$ 6,985.00</b>
	<b>W&amp;S CIP</b>				
600-700-000-120	SEWER PLANT UPGRADES	\$0.00	\$1,250,000.00	\$79,664.20	\$3,000,000.00
600-700-000-140	NEW VEHICLE	\$0.00	\$0.00	\$0.00	\$61,000.00
600-700-000-160	WATER STATION	\$0.00	\$30,000.00	\$18,007.00	\$0.00
600-700-000-200	SEWERLINE REPLACEMENT	\$0.00	\$0.00	\$4,970.00	\$5,000.00
600-700-000-400	WATERLINE/WELL REPLACEMENT	\$0.00	\$0.00	\$0.00	\$15,000.00
	<b>Total W&amp;S CIP</b>	<b>\$0.00</b>	<b>\$1,280,000.00</b>	<b>\$102,641.20</b>	<b>\$3,081,000.00</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

	<b>TOTAL WATER &amp; SEWER EXPENDITURES</b>	<b>\$494,352.12</b>	<b>\$1,804,701.50</b>	<b>\$477,935.45</b>	<b>\$3,785,701.50</b>
<b>600-202-100-100</b>	<b>State Revolving Loan Fund Payments</b>	<b>\$37,204.01</b>	<b>\$38,569.00</b>	<b>\$38,569.00</b>	<b>\$38,569.00</b>
	<b>ENDING BALANCE</b>	<b>\$1,487,463.14</b>	<b>\$1,378,192.64</b>	<b>\$2,533,664.35</b>	<b>\$3,173,293.85</b>

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# Town of Lake City

## Personnel Policies

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January 2023

These Personnel Policies are promulgated to provide a guide to the administration of the Town of Lake City and all staff related to personnel matters. The Town reserves the right to amend this document at any time for any reason. Nothing herein is intended, nor shall it be construed or deemed to create any contract between the Town and any of its officers or employees, nor is it intended, nor shall it be construed to create any property rights in employment or an expectation of continued employment, or in the continuation of any benefits of any Town employee or officer.

These policies set out matters which will be applied to the Town's employees. Town employees shall read and understand the policies so they can ensure that their performance remains in compliance with its provisions as amended from time to time. Each employee shall sign acknowledgment evidencing they have read and understand these policies upon being hired and each time the policies are changed by the Town.

The Town Manager shall be responsible to enforce and administer these regulations. The Town Manager may delegate duties as deemed appropriate.

### Section I - Employment by the Town of Lake City, Colorado

Employment with the Town is "at-will". "At-will" means that the employee works at the will and pleasure of the employer. Any employee may be terminated with or without cause. No statement of reasons or a hearing is required to be provided to the terminated employee, just as any employee may resign at any time for any reason. This means that either the employee or the Town may terminate the employment relationship at any time with or without cause or prior notice.

These policies apply to all employees of the Town, except those in the following positions:

1. Appointed members of boards and commissions;
2. Persons employed to make or conduct a special inquiry, investigation, or audit
3. Persons of a professional nature employed by the Town on a regular, but less than full-time, basis to render professional services; and
4. Other exemptions as may be made by the Board of Trustees as needed.

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Appointed Statutory Officials: The Town Attorney and Municipal Judge are not included under the provisions set forth in these policies. As to the Town Manager, Town Clerk/Treasurer, these officials are included under and covered by the provisions set forth in these policies, except those which may be inconsistent with CRS 31-4-301 through 31-4-307, or separate written employment agreements, which shall govern. The duties, responsibilities and job descriptions of appointed statutory officials are set by state statute and municipal ordinance.

## **Section II - Definitions, Recruitment, and Promotion**

### 1. Definitions

1. Full-time Employee is one employed to work at least 32 hours per week on a regular and continuing basis. The work week is any consecutive seven-day period.
2. Part-time Employee is one employed to work less than 32 hours per week or less than 134 hours per month on a regular and continuing basis or is available upon request or need.
3. Regular Employee is an employee who has been assigned to fill a position as established by the Town Manager and/or Board of Trustees.
4. Seasonal Employee is one employed to work on a regular and/or recurring basis during a specific season or portion of a year.
5. Temporary or Emergency Employee is one hired to fill a position created as a special assignment that has a limited term of employment.
6. Volunteer is a non-paid individual.

### 2. Recruitment, Equal Employment Opportunity

It shall be the policy of the Town to provide fair and equal opportunity to all qualified persons to gain employment with the Town on the basis of demonstrated merit and fitness determined by fair and practical methods of selection, without regard to race, color, sex, pregnancy, gender identity, sexual orientation, national origin, age, religion, disability or genetic information or by any other condition protected by applicable state or federal law.

### 3. Hiring Practices

All job vacancies will be posted by the Town. Applications will be accepted by the Town administration. Generally, time periods for applications will be included in job notices. For some positions, if in the best interest of the Town, exceptions to this policy will be made accordingly.

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#### 4. Orientation

The Town Clerk and/or Town Manager is responsible for ensuring that all necessary documents are processed in conjunction with the beginning of employment. All new employees must have completed all necessary paperwork prior to starting work for the Town. The supervisor of the new employee is responsible for facilitating training and job orientation. The supervisor should immediately communicate what is expected in terms of job performance, rules, and procedures. The supervisor shall supply the employee with any written guidelines established for the department if such guidelines exist. It shall be the supervisor's responsibility to provide such information to the employee and to document that the employee has received such information.

#### 5. Probationary Period

Each employee selected to fill a position with the Town must successfully complete a probationary period of six (6) months. This gives the supervisor an opportunity to observe the new employee to determine whether or not the individual is suitable for the position. Concerns regarding probationary employee performance should be openly addressed and suggestions for improvements freely exchanged. The duration of the probationary period for both the employee and the Town should not be construed as creating a contract or as guaranteeing employment for any specific duration. During the probationary period, the employee may be terminated at any time with or without cause at the discretion of the supervisor. At the completion of the six-month period, the employee will be provided a written performance evaluation.

#### 6. Promotion

Current employees seeking promotion shall be expected to meet the minimum qualifications for the position as identified by the posted job description that shall include a definition, supervision, essential job functions, examples of work performed, desired knowledge, skills, abilities, experience, training, education, and necessary special requirements. If an employee should be promoted, a six-month probationary period will be required. If the promoted employee cannot attain satisfactory job performance in the new position, the employee may be dismissed from their employment with the Town. If possible, the employee may return to his/her previous position with the approval of the Town Manager. All applicable recruiting practices will be utilized for internal candidates.

#### 7. Demotion

The Town of Lake City will not demote an employee due to his/her inability to satisfactorily perform assigned duties or for disciplinary reasons. The Town will allow an employee to accept an offered demotion if it is necessary due to restructuring or lack of funding. The probationary period for hiring and promotion will also apply to employees accepting a demotion. Should the employee be able to return to his/her originally held position, the probationary period would be waived.

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## 8. Employee Development

The Town will assume the employee cost of training that is directly related to the employee's immediate job responsibilities. Approval of funding for training is based on funding and course availability and must be approved by the Department Head or appropriate Supervisor. Financial assistance is contingent on proper approval and successful completion of the course while still employed by the Town. Employees who voluntarily leave Town employment prior to, during or within three months of receiving training shall reimburse the Town for training costs.

## 9. Hiring of Relatives

No person shall be employed in a position in any department if that person is a member of the immediate family of another employee within that department, on the same work shift, or in the chain of command for either employee. No relative shall be in a position where he or she can influence conditions of employment for a member of his or her family. "Immediate family is defined to include an employee's parents, grandparents, step parents, spouse, partner, children, sister or brother, grandchildren, mother or father-in-law, brother or sister-in-law and the same family member of the employee's spouse/ partner. Should two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family as defined, the Town reserves the right to transfer the employee to another department if available or require one of the employees to resign for the purpose of maintaining the best interest of the Town.

## 10. I-9 Verification

The Town of Lake City complies with the Federal Immigration Reform and Control Act, employing persons who are legally eligible to work. All employees hired for any position with the Town shall complete an employment eligibility verification statement in compliance with this Act.

# Compensation

## 1. Pay Schedule

All employees are paid on a biweekly basis with the pay week beginning on Sunday and ending on Saturday. Pay increases are decided (merit based on employee performance evaluations or employers cost index) by the Board of Trustees as part of the annual budget process and are effective in January or provided based on completion of a significant job event.

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## 2. Performance Evaluation

The Town of Lake City employs a merit-based evaluation system to which all regular employees are subject. All decisions related to performance-based wage changes or continued employment status will be based upon results achieved through this evaluation system. All regular employees shall participate in this process with their immediate supervisor at least annually. During the performance review, employees and supervisors will review employees' work during the past year, discuss results achieved, opportunities for growth and future goals. Performance evaluations will be documented and placed into the employment file.

## 3. Benefits

Only Regular Full-time Employees are eligible to receive insurance, annual paid leave, and paid holiday benefits. All employees are eligible to receive worker's compensation, unemployment insurance and retirement benefits. The following benefits may be provided by the Town as passed by the Board of Trustees as part of the Town budget process, annually:

Medical/ Dental Insurance - the Town of Lake City contributes to premium costs for full-time employee medical/ dental insurance coverage, but not premiums for dependents of employees. Detailed information is furnished in a separate booklet, available from the Town Clerk.

Life Insurance - all regular full-time employees working for the Town of Lake City have a group insurance policy with an insurance carrier licensed to do business in the State of Colorado. This policy includes term life insurance for each full-time employee.

Annual Paid Leave - regular full-time employees accrue annual leave at a monthly rate dependent upon the number of years of service completed.

<b>Years Employed</b>	<b>Accruals</b>
Hire to one year	8 hours monthly
More than 1 year and including 3 years	9 hours monthly
More than 3 years and including 5 years	10 hours monthly
More than 5 years and including 10 years	14 hours monthly
More than 10 years and including 20 years	16 hours monthly
More than 20 years	18 hours monthly

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Regular full-time employees shall accrue annual leave time monthly, proportionate to their hire date with a cap at 320 hours, any accrued after 320 hours will be lost. Employees who begin employment between the 1st and the 15th of the month shall accrue the full amounts of leave; employees who begin employment on or after the 16th of the month shall accrue half of the hours of annual leave for that month; an employee who terminates on or after the 16th shall accrue half of the hours on annual leave for that month. No employee shall be allowed to use annual leave until he or she has completed six consecutive months of service with the Town of Lake City. However, annual leave accrues during the six-month probation period.

Should a holiday fall within an employee's scheduled annual leave, the holiday will not be charged against the employee's annual leave.

The Town's administrative office shall maintain all records of annual leave. An employee's immediate supervisor must approve annual leave in advance. After an employee accrues more than 320 hours he or she must use the leave time, or it will be forfeited. Annual leave may not be taken in increments of less than one-hour increments.

**Paid Holidays - The following are paid holidays for full-time employees:**

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day
- \*Plus, Two Free Floating Holidays\*

Regular full-time employees who work a typical Monday - Friday schedule, when holidays fall on Saturday will be observed on the preceding Friday and those falling on Sunday will be observed on the following Monday. For regular full-time employees with a work week other than Monday through Friday, the supervisor will designate the appropriate holiday observance. Only regular full-time employees shall receive paid holidays.

Town employees required to work on an observed holiday will be paid at a rate of one and one-half their hourly rate for the holiday.

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Unemployment Insurance - The Town pays, through the State of Colorado, unemployment insurance for qualifying employee's protection should his/her employment with the Town of Lake City terminate. Benefits are paid through the State of Colorado. The extent of benefits is determined on the circumstances of the termination and length of employment.

Retirement Plan - The Town of Lake City provides a retirement plan for its employees through the Public Employee Retirement Plan (PERA). The Town deducts a percentage as determined by PERA from the employee's gross wages and provides an additional amount of the employee's wages for investment into PERA accounts. More detailed information on the Town's retirement program is available from the Town Office.

Payroll checks are issued by the Town Clerk's Office for the Town of Lake City. Supervisors are responsible for providing time records for their employees and checking records for accuracy of time worked and leave approved. Issues with a paycheck should immediately be reported to the Town Clerk. Employees of the Town are paid on a bi-weekly basis.

Should an employee be terminated from his/her employment with the Town, the employee's final paycheck will be mailed to the employee's home address or directly deposited in the employee's direct deposit bank account on the next regular pay day for the Town. Earned annual leave will be paid out at the employee's regular rate of pay.

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## Worker's Compensation

### 1. Eligibility.

Employees who suffer job-related injuries or disease may be entitled to workers' compensation benefits for medical expenses and lost wages, in accordance with State law.

### 2. Reporting.

Employee must complete an incident/ accident report and turn it into the Town office immediately. Blank forms are located in the office. Alcohol and drug testing may be required if the employee's own actions or omissions could possibly have caused the accident that led to injury. Failure to report the injury and to timely submit to testing, if required, could result in disciplinary action up to and including discharge.

### 3. WARNING:

If you are injured on the job, written notice of your injury must be given to the Town within four working days after the accident, pursuant to C.R.S. § 8-43-102(1). Deliver the notice to your supervisor, the Safety Manager, the General Manager or Human Resources. If the injury results from your use of alcohol or controlled substances, benefits may be reduced by one-half in accordance with C.R.S. § 8-42-112.5.

### 4. Treatment.

The Town has the right to require that employees are treated by a treating physician from a list of physicians that may be designated by the Town. Failure to use a physician on the list may result in loss of medical benefits. Contact the Town Manager to arrange an appointment with the designated treating physician.

### 5. Limited Duty.

The treating physician may recommend that an injured employee return to work on limited duty. In such an event, the Town may require the employee to return to work performing duties within the medical restrictions even if such work is different than the employee's regular job duties, unless the employee is entitled to FMLA leave. An employee's refusal of limited duty may result in termination of temporary disability benefits.

### 6. The Law also provides for loss or reduction of benefits when:

- a. Employee's injury is intentionally self-inflicted.
- b. Employee's actions which led to the injury were in violation of a safety rule.
- c. Employee is discharged for misconduct unrelated to the employee's injury or quits for personal reasons when not required to by the injury.

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# 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. An employee with an unused sick time at termination will be paid at 25% for up to five years served, 50% for up to ten years serves, 75% for up to fifteen years served, and the full amount for more than twenty years served.

## 2. Emergency Leave

Regular full-time employees will be granted three (3) days emergency leave with pay in the event of a death or serious illness or accident of a Family Member. Regular part-time employees will be granted emergency leave in proportion to the number of hours worked weekly. Immediate family for the purpose of emergency leave is defined as: spouse, partner, parent, parent-in-law, guardian, grandparent, grandchildren, children, brother, sister, son/ daughter-in law, brother/ sister-in-law. Other relationships may be considered and approved by the employee's immediate supervisor. If additional time is needed, time taken will be charged to sick or annual leave as available. Temporary and seasonal employees may be given time off without pay in cases of emergency.

## 3. Family Medical Leave

In accordance with the Family Medical Leave Act (FMLA), employees shall be granted up to twelve (12) weeks of unpaid family and medical leave during any twelve (12) month period. The twelve (12) month period shall be measured backward from the date an employee uses any Family Medical Leave. Such leave will be available as the result of the birth, adoption or placement of a child for foster care, to care for a spouse, child or parent with a serious health condition, or due to the serious health condition of the employee.

- a. An employee, who is on FMLA leave due to his own health condition, shall use any accumulated leave toward the twelve-week FMLA leave until such time as short-term disability benefits become available. If an employee does not have paid leave available, he may take time off without pay until Short Term Disability Benefits become available.
- b. An employee, who is on FMLA leave must substitute accumulated paid leave for FMLA leave, in accordance with 11 U.S.C. § 825.207 as amended.
- c. In order to be eligible for FMLA leave, an employee must have worked for the Town for a period of no less than six months or no longer have probationary status. If the leave requested is for a serious health condition of the employee or someone else, a certification statement will be required by the Town issued by a health care provider. Should there be a question by the Town regarding the condition; a second opinion maybe required by the Town at the Town's health care provider and expense.
- d. The certification from a health care provider shall be provided 30 days in advance when FMLA is foreseeable. If the leave is not foreseeable, the employee shall provide

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certification within fifteen (15) calendar days. If the employee fails to provide certification, the leave may be denied.

- e. For leave due to the employee's own health condition, certification will also be required prior to return to work. Return to work with less than normal duties can be approved when appropriate by the Town Manager.
- f. An employee who is granted maternity or Paternity leave for pregnancy/birth of a child will be given two weeks of paid leave, after which time the employee will have to use PTO, sick days or unpaid leave. An employee is expected to return to work within twelve (12) weeks following commencement of maternity or paternity leave.
- g. An employee returning from family leave will be entitled to return to the position held prior to leave or a position with equivalent benefits, pay and other terms and conditions of employment. Employees on family leave will not accrue paid leave after the first two weeks of paid leave when the employee is eligible for short term disability.
- h. The Town will continue to provide health care coverage for the employee under the same provisions as prior to the leave period, but not to exceed the twelve-week period. After this time, the employee would be required to pay the premiums paid by the Town to maintain health coverage. If the employee fails to return from leave, the Town may recover the premium paid during the employee's absence.
- i. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single twelve-month period. A service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that renders the service-member medically unfit to perform his or her duties for which the service-member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status or is on the temporary disability retired list.

#### 4. Jury Duty

If you are served with a summons to jury duty, you must inform your supervisor by the next regular workday. Employees will receive their regular hourly wage or salary during jury duty but must remit to the Town any pay (not including expense reimbursement) received from the government for jury duty that covers the same period for which you are receiving pay from the Town. The Town has no obligation to pay wages for jury duty until and unless you tender to the Town a juror service certificate provided by the Court confirming that you were on jury duty during that period. Employees are expected to return to work on any day or portion of a day they are released from jury duty.

Employees who are served with a subpoena to be a witness for the Town shall immediately notify their supervisor. The supervisor shall modify the employee's work schedule as needed. Time spent as a witness to the court on behalf of the Town shall count as hours worked. Any pay provided by the court or its agents to the employee for time spent as a witness or advisor will be signed back to the Town.

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An employee who is required to appear in court or for other legal proceedings not related to their employment with the Town are to use paid or unpaid leave as needed to meet the legal requirement. The employee should notify the immediate supervisor to request time off to meet the legal obligation.

#### 5. Community Service Leave

Any employee who is involved in a community service organization (Fire, EMS, LE, SAR) and is called upon for emergency service should receive permission from his supervisor to assist when called. Community Service Leave will be paid on the basis of his regular straight time pay (does not contribute to overtime) and is not subject to annual or sick leave use.

#### 6. Military Leave

Employees will be allowed leave of absence for military duty in compliance with applicable Federal and State laws. Employees must present official documentation of the military duty prior to the leave and upon returning from leave. Military leave for nonexempt employees is without pay, unless the employee elects to use accrued vacation benefits. Exempt employees will be paid their salary, unless no work is performed for the Town during the work week, and subject to reduction for wages received from the Military for the same period.

#### 7. Leave of Absence

The Town Manager may, using discretion, grant a leave of absence without pay to an employee for any cause when it is in the best interest of the Town. The Town Manager may grant an employee leave without pay for a specified time not to exceed six (6) months. During this leave without pay, the employee who is employed full-time may elect to continue health insurance coverage with full premiums paid for by the employee. A leave of absence without pay shall not be granted for an employee to work for another employer in a similar capacity, or for self-employment.

The following provisions exist for a leave of absence:

- A. A request for leave of absence shall be submitted in writing to the Town Manager stating the reason for the request at least fifteen (15) working days prior to the date the leave would begin.
- B. At the expiration of leave without pay, the employee shall return to the position held prior to the leave.
- C. Paid leave shall not be earned during leave without pay.
- D. A leave without pay shall not constitute a break in service.
- E. Failure by the employee to report promptly at the expiration of the leave of absence shall be considered as a resignation by the employee.

#### 8. Compensatory Time

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Employees will not be allowed to earn compensatory time but shall be paid overtime in accordance with the Fair Labor Standards Act (FLSA).

## 9. Request for Leave

All leave time must be authorized in advance and in writing by the employee's supervisor prior to being taken whenever possible. Written requests for leave that cannot be completed in advance shall be filled out and turned in upon the employee's return to work. A copy of the request signed by the employee and supervisor will be filed in the employee's personnel file.

## **Employee Conduct**

Supervisory personnel are responsible for the conduct and effective performance of all employees under their jurisdiction and shall have the authority and the responsibility to discipline employees for violations of the Town's personnel policy.

An employee is subject to disciplinary action if: (1) the employee violates these personnel policies and guidelines or any other written procedure applicable to the position of the employee; (2) the employee's conduct reflects poorly on the Town or hinders the effectiveness or efficiency of Town operations; (3) the employee has performed an act of misconduct or has failed to perform an act that results in misconduct.

### 1. Gifts

Town employees 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 hastaken. An occasional non-monetary gift, insignificant in value, is not considered a gift of substantial value.

### 2. Political Activity

It is the right of every employee to register and vote on any and all political issues. Employees are permitted to join political organizations, civic associations, or groups and to become involved in political activities subject to the following:

As private citizens, employees may participate in all political activities, including holding public office, except for activities involving the election of candidates for any Town office and where holding an appointive or elective public office is incompatible with the employee's Town employment.

Any employee of the Town who becomes a candidate for elective office shall be required to

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accept an unpaid leave of absence while seeking that office if it interferes with the normal functions of the employee's duties.

Any Town employee who becomes a candidate for an elected office with the Town of Lake City shall accept an immediate unpaid leave of absence until the election is concluded. Any employee elected or appointed to the Town Board of Trustees shall immediately resign from employment with the Town of Lake City.

Town employees are not permitted to mail public endorsements of a candidate for a Town elective office or to make cash or non-cash contributions to such a candidate. Public endorsements also include wearing badges, buttons, or signs on their person or Town property during on-duty/business hours.

The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any Town employee. Town employees are neither appointed to nor retained in the Town's service on the basis of their political affiliations or activities.

### 3. Confidential Information

No employee shall disclose confidential information acquired during the course of Town employment; nor shall the employee use such information, or permit others to use it, in furtherance of private interests. No Town employee shall accept outside employment or engage in any business or professional activities that might require them to disclose or act on confidential information acquired by virtue of Town employment. Any employee who violates the above shall immediately be released, without recourse, from employment with the Town.

### 4. Media Releases

Town employees who receive requests for information from the media should relay those requests to the Town Manager immediately. All media requests will be addressed through the Town Manager. Open Meeting or Information requests shall be handled by the Town Clerk or the Town Manager as necessary.

### 5. Information Technology and Cellphone Usage

All information technology systems that are owned or supported by the Town of Lake City and/or are connected to the Town of Lake City's network are governed by this policy.

All data from any source or for any purpose that is stored on any Town computers or other electronic devices is the property of the Town of Lake City.

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Unauthorized use of information technology systems for non-work-related reasons is not permitted during work hours.

Hardware and software not purchased by the Town of Lake City is prohibited from installation unless otherwise authorized.

Inappropriate use of Internet access and electronic mail, including but not limited to use of the Internet or email system for personal gain or solicitation, campaign activities, sending harassing or threatening messages to others, forwarding "for-profit" messages or chain letters or sending or accessing pornographic materials, is prohibited.

All email, messaging and Internet communication is the property of the Town of Lake City, and the Town reserves the right to access all messages. Employee Internet usage and email may be monitored.

Cellular telephones provided to Town employees are intended to be used primarily in the conduct of Town business. Cellular telephones should not be considered secure. Should loss of the issued cellphone occur, the employee shall report the loss immediately to their supervisor. The employee may be responsible for the damaged or lost equipment unless deemed replaceable by the department's budget.

Employees in violation of this policy shall be subject to appropriate disciplinary action up to and including termination.

## 6. Harassment

The Town of Lake City does not and will not tolerate harassment of its employees. The term "harassment" includes, but is not limited to, slurs, jokes, and other verbal, graphic or physical conduct relating to an individual's race, color, sex, religion, national origin, citizenship, age or disability. Threatening remarks or assaults are also considered harassment. "Harassment" also includes sexual advances, request for sexual favors, unwelcome or offensive touching, and other verbal, graphic or physical conduct of a sexual nature. This includes, but is not limited to, conduct of a sexual nature where: (1) submission to such conduct is made, whether explicitly or implicitly, a condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Although the following policy and complaint procedure shall in some incidents refer primarily to harassment of a sexual nature, the Town shall enforce the same policy and procedures for any type of harassment as defined by the preceding paragraph.

No employee, whether supervisory or non-supervisory, may harass another employee.

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Any employee who believes he/ she is the victim of unwelcome behavior that would constitute harassment shall immediately report the incident(s) to any level of supervision.

All complaints involving claims of harassment shall be promptly and confidentially (as practical) investigated. The employee filing the complaint shall be advised of the results of the investigation.

Any employee, supervisory or non-supervisory, found to have engaged in harassment of another employee will be disciplined, up to and including termination.

Reporting should be done by any employee who feels he/ she are the subject of harassment immediately to their supervisor or Town Manager, orally or in writing. Should the Town Manager be the subject of the harassment complaint, the Mayor shall coordinate the investigation of the complaint.

The Town of Lake City will not tolerate any form of retaliatory act or action against the employee who files the complaint under this policy or for participating in the investigation.

## 7. Workplace Violence

The Town of Lake City is committed to providing and maintaining a workplace environment free of intimidation, violence, or threatening behavior. The Town will not tolerate acts of violence committed by or against Town employees or member of the public while on Town property or while performing Town business at other locations.

Prohibited behaviors and actions include, but are not limited to, intimidating, threatening or hostile behaviors or comments, physical abuse, violent criminal actions, unauthorized use or possession of deadly weapons or explosives on Town property, threatening or harassing telephone calls, emails or other forms of electronic communication and social media, stalking, cyber stalking, bizarre or offensive comments about violent behavior, or any other behavior which, in management's opinion, is inappropriate in the workplace.

Employees who feel subjected to any of the behavior described above, who observe or have knowledge of any violation of this policy, or who encounter suspicious persons on Town property should immediately notify their supervisor. Employees who believe that workplace violence is so imminent and dangerous that it requires an immediate response, should contact law enforcement immediately and then report the incident to their supervisor.

Employees who engage in behavior that violates this policy are subject to disciplinary action up to and including termination. Visitors to Town property who engage in behavior that violates this policy may be removed and/or prohibited from facilities, vehicles, or property owned by the Town. Any employee who fails to report actions under this policy will also be deemed in violation and may be subject to disciplinary action including termination. Employees may also be subject to legal action.

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## 8. Transportation

Use of Town Owned Vehicles -Town owned vehicles are for official Town business only. Vehicles should not be used for personal business. Safety devices shall be used at all times in accordance with Colorado State Motor Vehicle Law. Employees operating Town vehicles must have a valid driver's license in their possession during operation of the vehicle. If an employee has a crash with the vehicle, the employee should notify the law enforcement agency and their supervisor immediately and shall not leave the scene unless otherwise instructed to do so, or based on safety or conditions.

Use of Private Vehicles for Town Business - If an employee is required to use a personal vehicle in the performance of official duties for the Town, he/ she may receive a mileage rate as established annually by the Internal Revenue Service. Expenses for mileage must be submitted to and approved by the employee's department head and the Town Manager.

Travel and Other Expenses - employees, Board of Trustees and Commission members traveling or that incur other expenses appropriate for their position on Town business, shall be reimbursed upon presenting proper documentation to the Town Clerk. Some travel and expenses require prior approval for reimbursement. Travel shall be approved by the immediate supervisor.

The Town reserves the right to annually review the driving record of all employees.

## 9. Substance Abuse

The Town of Lake City is committed to providing a safe, drug and alcohol, free workplace for all employees and the public. The illegal use, presence, possession, distribution, dispensation, manufacture, or sale of controlled substances or other illegal or illicit substances, or consumption of an alcoholic beverage by an employee during working hours or on call for the Town or on Town property or within Town facilities is prohibited. No employee shall report for duty or remain on duty while having a blood alcohol content of greater than 0.00.

Should an employee be involved in a work-related crash or incident that results in personal or property damage, the Town may require that the employee submit to an alcohol or controlled substance test. No employee shall refuse such a test that includes, but is not limited to, providing a specimen. Tampering with a specimen, failing to appear for testing within 20 minutes of notification, leaving the scene of an accident, leaving the collection facility prior to test completion, failing to take a second test if required, failing to undergo a medical examination when required, failing to cooperate with any part of the testing process, or, once a test is underway, failing to remain and provide the requested specimen, will be deemed a violation of the personnel policy and grounds for termination.

An employee who refuses to take or fails a drug or alcohol test shall be removed from performing job duties immediately. An employee may be given an opportunity to retain his or her employment provided the employee agrees to be evaluated through an appropriate program and provider as provided by the Town, agrees to, and participates in rehabilitative

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programming and provides clearance from a provider and a negative test result. All costs associated with an evaluation and rehabilitation program are the responsibility of the employee. Additional disciplinary action up to and including termination may result should a violation of the substance abuse policy occur. A second violation would be immediate grounds for dismissal. Employees shall notify their immediate supervisor of a drug or alcohol violation with legal implications as soon as feasibly possible.

10. Additional Misconduct Subject to Disciplinary Action or Termination

- a. Conviction of a violation of any state or federal criminal law
- b. Conviction of a violation of any Town ordinance
- c. Failure to follow prescribed safety procedures
- d. Violation of personnel policy
- e. Inattention to duty, carelessness, breakage or loss of public property or funds
- f. Incompetence or inefficiency in the performance of the duties of the position
- g. Insubordination or other breach of discipline
- h. Discourteous or disruptive conduct or other offensive behavior in public, to the public, or to other employees
- i. Abuse of benefits leave, excessive absenteeism or tardiness
- j. Failure to give proper notice of absence
- k. Unauthorized possession of a firearm or other weapon in the workplace
- L. Unauthorized personal use of Town property
- m. Intentional destruction of Town property
- n. The falsification of personnel records, time sheets, or other Town records

11. Grievance Procedure

A grievance procedure is the formal method of settling differences of opinion between employees, but employees are encouraged to settle disputes in an informal and amicable manner. However, the following is open to all Town employees. Circumventing the grievance procedure is considered a violation of Lake City personnel procedures. All employees shall be subject to disciplinary measures, including termination, for circumventing the grievance procedure. No employee shall be denied the right to file a grievance either formally or informally; and any employee who denies access to the grievance procedure shall be disciplined.

Employees are assured freedom from reprisal for using the grievance procedure. Any adoption, deletion or revision of Town policy shall not be considered to be a matter subject to review through the grievance procedure.

Any employee who is aggrieved by any action that relates to his/her working conditions and relationships, violations or interpretations of department policies rules, regulations, may file a grievance after the occurrence of the action complained of, or after the employee has reasonable knowledge of the action. Such dispute, difference or grievance shall be settled in the following manner:

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The dispute, difference or grievance shall be submitted in writing to the immediate supervisor by the aggrieved employee. The recipient of the grievance shall respond in writing to the employee within five (5) business days.

If an employee is dissatisfied with the decision of his or her supervisor, the employee may present his or her written grievance and the supervisor's decision to a mediator provided by, but not directly associated or affiliated with the Town of Lake City. The Lake City Board of Trustees shall select a mediator who is trained and experienced in personnel issues and who is impartial to both parties in a dispute.

The mediator's first task will be to resolve the dispute between an employee and his/her supervisor in a way that is mutually satisfactory and agreeable to both parties. However, if such a solution cannot be reached, the mediator may act as an arbitrator and make the determination regarding the dispute.

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## Termination

1. Voluntary Resignation- employees who choose to leave Town employment are expected to give their supervisor two weeks written notice of the intent to resign in good standing. Shorter notice may be acceptable if there are extenuating circumstances.
2. Release from Temporary or Seasonal Employment - when temporary or seasonal employment is terminated, the employee's record will show that the employee left because of provisional employment expiration unless the employee leaves employment under different conditions.
3. Constructive Quit - any employee who fails to call in or report to work for three (3) consecutive days, unless covered by sick leave, injury leave, annual leave or other absence approved in advance, will be released from Town employment as a constructive quit. Extenuating circumstances will be reviewed and may result in reinstatement only if the employee can prove inability to contact his/her supervisor or the administrative offices of the Town.
4. Terminations - the Town Manager shall report to the Board of Trustees any non-voluntary termination of a non-probationary employee.
5. Exit Interviews - shall be conducted by appropriate Town personnel for all employees who resign from their position with the Town.
6. Return of Town Property - an employee terminating employment for any reason is responsible for returning all Town property in his/her possession to his/her supervisor. All Town property or money of the Town may be deducted from the employee's final paycheck. Any contractual obligation made with the Town for reimbursement of education or other expenses will be the responsibility of the employee per the agreement.

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## Acknowledgement

This acknowledges that I have received a copy of the Town of Lake City's Personnel Policy. These policies are neither an express or implied contract of employment and the Town of Lake City remains free to make changes to the personnel policy, including, but not limited to, any matters addressed in these regulations, without prior notice and at its sole discretion.

I understand that it is my responsibility to read and comply with these personnel policies. I understand that employment with the Town is at-will, meaning that it may be terminated by me or the Town at any time, with or without cause or prior notice, and that nothing in the Personnel Policy is intended to or can be interpreted as changing the at-will status of employment.

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Minutes

Meeting Name: Regular BOT Meeting

Meeting Start Time: 7:00 PM MDT

Meeting Start Date: 09/21/2022

Meeting End Time: 7:36 PM MDT

Meeting End Date: 09/21/2022

Meeting Location: 230 N. Bluff Armory Multi-purpose Room

Agenda:

### I. Executive Session– Start time 5:00pm

Pursuant to CRS 24-6-402(4)(e)(1) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the 3<sup>rd</sup> Street Construction Project.

- A. Roll Call – Present: Trustees Bruce, Hamel, Heaton, Horn, and Woods. Absent: Mayor Roberts and Trustee Kendall. Mayor Pro-Tem Hamel presiding.
- B. Motion to Enter Executive Session. Motion made by Trustee Bruce, seconded by Trustee Horn. Motion passed with all present voting yes in a roll call vote.
- C. Motion to Exit Executive Session. Motion made by Trustee Horn, seconded by Trustee Bruce. Motion passed with all present voting yes in a roll call vote.

Executive Session end time – 5:44 pm

### II. Public Hearing – Start time 5:47pm

- A. Discussion about Protest Letters of Conditional Use Permit Application for a Short Term Rental at 911 Hotchkiss Street.
- B. Discussion about Protest Letters of Conditional Use Permit Application for a Short Term Rental at 805 Water Street.

Public Hearing end time – 5:57pm

### III. Regular Workshop – Start time 6:00pm

- A. 3<sup>rd</sup> Street Project Update
- B. Discussion about 2023 Personnel Policies
- C. Discussion about Steve Twyman's Lake City Loopers CUD Permit and Renewal

- D. Discussion about Vacation Rentals
- E. Discussion about 2023 Budget

#### IV. Regular Meeting – Start time 7:00pm

- A. Call to Order
- B. Roll Call - Present: Trustees Bruce, Hamel, Heaton, Horn, Kendall, and Woods. Absent: Mayor Dave Roberts. Mayor Pro-Tem Hamel presiding.
- C. Approval of Minutes –September 7th 2022. Motion made by Trustee Bruce, seconded by Trustee Horn. The motion passed with all present voting yes in a roll call vote.
- D. Approval of Bills Payable – September 21<sup>st</sup> 2022, in the Total of \$19,518.62. Motion made by Trustee Kendall, seconded by Trustee Heaton. The motion passed with all present voting yes in a roll call vote.
- E. Employee Reports:
  - 1. Lake San Cristobal Water Activity Enterprise (Woods)
  - 2. Historic Preservation Commission (Fox)
  - 3. Chamber of Commerce (Kendall)
  - 4. Marketing Committee (Bruce)
  - 5. DIRT (Hamel)
  - 6. High Alpine Region Team (Woods)
  - 7. Region 10 (Hamel)
  - 8. Planning and Zoning (Dozier)
  - 9. Town Manager (Lipsey)
  - 10. Mayor/Trustee Reports

F. Correspondence Received – None

G. Citizen Communication – None

H. Additions to the Agenda:

Discussion and Possible Action to Finance the Purchase of 621 Water Street with a Loan from Community Banks of Colorado with 20% Down. Motion made by Trustee Bruce, seconded by Trustee Horn. Motion passed with all present voting yes in a roll call vote.

#### V. Action Items

- A. Discussion and Possible Action to Approve Resolution 2022-01 FAMLI Opt-Out. Motion made by Trustee Bruce, seconded by Trustee Heaton. Motion passed with all present voting yes in a roll call vote.
- B. Discussion and Possible Action to Approve Resolution 2022-02 Contract for 621 Water Street. Motion made by Trustee Bruce, seconded by Trustee Kendall. Motion passed with all present voting yes except Trustee Heaton who voted no.
- C. Discussion and Possible Action to Approve Conditional Use Permit for 911 Hotchkiss Street Short Term Rental. Motion made by Trustee Heaton, seconded by Trustee Bruce. Motion passed with all present voting yes in a roll call vote except Trustee Woods who voted no.
- D. Discussion and Possible Action to Approve Conditional Use Permit for 805 Water Street Short Term Rental. Motion made by Trustee Heaton, seconded by Trustee Kendall. Motion passed with all present voting yes in a roll call vote except Trustee Woods who voted no.
- E. Discussion and Possible Action to Approve the Appointment of John Coy to the Lake San Cristobal Water Activity Enterprise. Motion made by Trustee Horn, seconded by Trustee Woods. Motion passed with all present voting yes in a roll call vote.
- F. Discussion and Possible Action to Approve Ad for Requested Non-Profit Donations for Budget Season. Motion made by Trustee Horn, seconded by Trustee Bruce. Motion passed with all present voting yes in a roll call vote.

Adjournment – 7:36 pm.

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Mayor Pro-Tem

ATTEST:

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Town Clerk

Town of Lake City  
Bills Payable  
10/5/2022

Vendor Name	Description	Invoice Amount	GL
1 Aflac	E2Z01 Insurance repayment for July invoice	\$494.20	GF
2 Aflac	E2Z01 Insurance	\$494.20	GF
3 Alpine Loop Technical Consulting LLC	Town office Networking, Wiring, APC Backup, Consulting	\$490.00	GF
4 Blue Spruce Building Materials, Inc	Town Office- Hand soap, Triple AAA batteries	\$15.97	GF
5 Blue Spruce Building Materials, Inc	PW- Operating supplies	\$799.66	WS
6 Card Member Service	BOT - Country Store water for meetings	\$7.31	GF
7 Card Member Service	USPS Stamps	\$60.00	GF
8 Card Member Service	zoom	\$41.16	GF
9 Card Member Service	Google Gsuite	\$132.00	GF
10 Card Member Service	Next trust billflash	\$19.95	GF
11 Card Member Service	Granicus Short term rental address verification	\$3,000.00	GF
12 Card Member Service	Vance - Best western reservation CPM Training 09/30 to 10/02	\$257.02	GF
13 Card Member Service	Vance- Econo lodge reservation CPM training 9/29 to 9/30	\$65.98	GF
14 Card Member Service	Vance - School of Public affairs CPM registration	\$500.00	GF
15 Card Member Service	PR- Gunnison materials operating supplies	\$184.13	GF
16 Card Member Service	PR-Target - Recreation operating supplies	\$462.89	GF
17 Card Member Service	PR- Amazon operating supplies	\$77.92	GF
18 Card Member Service	PR- Delta Timber operating supplies	\$2,075.00	GF
19 Card Member Service	PR - Uline Operating supplies paper towel dispensers	\$453.32	GF
20 Card Member Service	PR- Silver River Nurse operating supplies	\$451.43	GF
21 Card Member Service	PR- Rogue fitness workout handles	\$110.50	GF
22 Card Member Service	Garmin	\$34.95	GF
23 Card Member Service	PR- Sirius XM radio	\$23.56	GF
24 Card Member Service	Western Lumber - 3rd street Wine cellar materials	\$1,659.67	GF
25 Card Member Service	Recla Metals LLLP - 3rd st wine cellar materials	\$370.72	GF
26 Card Member Service	Conoco - Gas to get 3rd st. wine cellar materials	\$40.01	GF
27 Card Member Service	PW- Brunt Work wear	\$231.22	WS
28 Card Member Service	PW -Google Microsoft app for tablet	\$6.99	WS
29 Card Member Service	PW- Tracksnteeth cutting edge	\$643.02	WS
30 Card Member Service	PW - Wagner rents vehicle parts	\$183.55	WS
31 Card Member Service	PW- Western Lumber - Magnetic tool	\$7.40	WS
32 CEBT	Health & Dental Insurance Town Admin	\$1,665.60	GF
33 CEBT	Health & Dental Insurance Park and Rec	\$832.80	GF
34 CEBT	Health & Dental Insurance W&S	\$2,498.40	WS
35 CIRSA	Property/Casualty coverage - Town Admin	\$2,714.99	GF
36 CIRSA	Property Casualty insurance - W&S	\$2,714.99	WS
37 City of Gunnison	WWTP Water Lab fees	\$107.00	WS
38 CMJA	2022 CMJA Fall Joint Conference - Lex Registration	\$100.00	GF
39 Colorado Water Resources	Principal D15F360 drinking water revolving loan	\$8,333.33	WS
40 Colorado Water Resources	Loan W19F360 Principal	\$10,978.12	WS
41 Colorado Water Resources	Laon W19F360 Interest	\$3,465.01	WS
42 DARS Cleaning Supplies	PR- Trash Liners and TP	\$279.66	GF
43 DIRT	2022 Art Market Park Deposit Refund	\$300.00	GF
44 Fullmer's Ace Hardware	PW_Folding earmuff, chain loops, file handle	\$125.95	WS
45 Grand Junction Pipe & Supply	PW- 20x72 Meter Pits x 8	\$2,000.00	WS
46 Hinsdale County	Shared Dumpster half August 2022	\$210.00	GF
47 Jameson Johnston	reimbursement for 2x4 tubing for trailer	\$49.63	WS
48 JC Propane, Inc	WWTP- Propane	\$377.32	WS
49 KLI Engineering LLC	3rd st. Project Wine Cellar engineering through september	\$1,042.97	GF
50 Kristin Waller	Acct# 11713002 W&S Deposit refund	\$340.00	GF
51 Krob Law Office, LLC	March 2022 Legal services	\$1,942.50	GF
52 Krob Law Office, LLC	April 2022 Legal Services	\$525.00	GF
53 Krob Law Office, LLC	May 2022 Legal services	\$1,960.00	GF
54 Krob Law Office, LLC	June 2022 Legal Services	\$3,255.00	GF
55 Krob Law Office, LLC	July 2022 Legal services	\$1,855.00	GF
56 Krob Law Office, LLC	August 2022 Legal Services	\$857.50	GF
57 Michelle Pierce	Consulting Services September 2022	\$1,425.00	GF
58 Monty's Auto Parts	PW-RNDUBLT x 3, carb cleaner, Slime 2in1 gallon, JB80	\$115.28	WS
59 Monty's Auto Parts	PW-Hitch pin	\$5.79	WS
60 Peak Alarm Co, Inc	Armory monitoring alarm	\$95.94	GF
61 Rebecca Morrison	Acct#12515002 W&S Deposit refund	\$340.00	GF
62 Sarah Kem	Acct# 32562402 W&S Deposit refund	\$340.00	GF
63 SGS North America, Inc	WWTP- nitrogen, phosphorus, inorganic test	\$229.21	WS
64 SGS North America, Inc	WWTP- Biochemical oxygen demand, suspended solids tests	\$238.33	WS
65 Silver World Publishing	STR, food truck, WGC final payment, nonprofit notices, Legal bills, and Classified ad LSCWAE v	\$926.40	GF
66 UNCC	RTL Transmissions	\$14.30	WS
67 Vance Lipsey	Mileage reimbursement CPM Training and return 3rd st. project materials	\$332.12	GF
68 Western Gravel Constructors, LLC	3rd st Pedestrian and Drainage Project 07/26/22 to 08/25/22	\$32,147.34	GF
69 Xerox Corp	Xerox lease payment 08/25 - 06/24	\$97.21	GF

Total Bills Payable October 5 2022: \$98,231.42

ATTEST:

Town Clerk

Mayor Pro-Tem

## Public Works Report

September, 2022

For the month of September, the Town of Lake City produced 13,127,300 gallons of safe drinking water and the Wastewater Treatment Plant processed 3,372,828 gallons of wastewater. For the same period last year the Town produced 13,127,300 gallons of water and processed 3,339,467 gallons of wastewater.

**Water :** In September Public Works is gearing up for winter, and trying to resolve any major issues before the snow flies. We have helped many customers with water issues and troubleshooting leaks. These costumers seemed grateful for the help and have repaired many of these problems. For this issues that have not been resolved plans have been made to remedy them before winter. One case stands out above all the rest. Currently this costumer's service line leaves the meter pit and then goes to a depth of two feet and then 6 inches. This is not acceptable standards and it will be rectified soon. 6 foot is minimum depth required to ensure no water line freezes in the winter. We also had another case where a contractor was digging in the street without locates and permits. It was reported to me and was resolved, but I do think we need some sort of mechanism in place to ensure this does not happen again and if it does there is some sort of penalty.

**Wastewater:** We continue work on the new WWTF by collecting samples and data to ensure proper sizing of the plant and new features. We also have been working on roadway improvements around the plant to help relieve some of the congestion that could present a problem during the project. Currently the trail head parking area sometimes makes it difficult to access our material bins and hikers vehicles are often in the way. By widening the road we will create alterative parking and allow two-way traffic by the plant not to mention a storage area for materials during the construction. We have assisted many customers with sewer issues. For the most part they were simple to resolve. One case has proven to be more difficult due to the location close to the highway. This service line had many issues but with the help of some camerawork we proved this line was mainly Orangeburg pipe. The costumer will resolve this before winter.

**Streets and Alleys:** Much of our time has been spent on the 3rd Street project whether it was in meetings or in the field work. With the Wine and Music festival on the 17<sup>th</sup>, Public Works tried to make the area presentable for the big weekend. We worked to remove any tripping hazards, trash, rocks and unnecessary barricades. We also constructed some steps for the board walk. I feel this was a nice addition to the project and has made the area safer. We will start to work on the retaining wall for the rest of the board walk the first week in October. We did start on the dirt work necessary for the installation in September. In our free time we worked on potholes all around town but tried to focus on the downtown area for the upcoming events.

**Other:** GCEA installed the new "test" light at the corner of 8<sup>th</sup> and Gunnison Ave. The installation was very quick and it looks good. If you drive by at night check it out and compare to our current set ups that are in town. We worked on rebuilding the Town's 12ft trailer as well. This trailer was not road-worthy but now it is, and it will be a useful tool in the future and upcoming projects. We also had our Cirsa audit preformed and Public Works did extremely well.

Respectfully Submitted,  
Jameson Johnston  
Public Works Director



TOWN OF LAKE CITY  
 COMBINED CASH INVESTMENT  
 SEPTEMBER 30, 2022

COMBINED CASH ACCOUNTS

999-102-000-000	CASH (CHECKING)	53,740.28
999-104-100-000	SAVINGS (MONEY MARKET ACCOUNT)	2,786,288.08
999-104-200-000	CERTIFICATES OF DEPOSIT	30,535.16
999-104-300-000	COLOTRUST	209,312.58
999-175-000-000	CASH CLEARING - UTILITIES	2,047.29
		3,081,923.39
999-100-000-000	CASH ALLOCATE TO OTHER FUNDS	( 3,081,923.39)
		.00

CASH ALLOCATION RECONCILIATION

100	ALLOCATION TO GENERAL FUND	1,508,054.30
300	ALLOCATION TO CONSERVATION TRUST FUND	( 740.00)
600	ALLOCATION TO WATER & SEWER FUND	1,574,609.09
		3,081,923.39
	ALLOCATION FROM COMBINED CASH FUND - 99-100-000-000	( 3,081,923.39)
		.00

TOWN OF LAKE CITY  
 BALANCE SHEET  
 SEPTEMBER 30, 2022

GENERAL FUND

ASSETS

100-100-000-000	CASH IN COMBINED FUND	1,508,054.30	
100-101-000-000	PETTY CASH	356.00	
100-105-000-000	TAXES RECEIVABLE	64,217.00	
100-132-000-000	DUE FROM OTHER GOVERNMENTS	.10	
	TOTAL ASSETS		<u>1,572,627.40</u>

LIABILITIES AND EQUITY

LIABILITIES

100-200-000-000	FACILITY RENTAL DEPOSITS	857.00	
100-201-000-000	ENCROACHMENT DEPOSITS	3,650.00	
100-202-000-000	ACCOUNTS PAYABLE	2,922.56	
100-216-000-000	ACCRUED WAGES	2,836.08	
100-217-000-000	MEDICARE PAYABLE	83.01	
100-217-100-000	FEDERAL WITHHOLDING PAYABLE	2,121.30	
100-217-200-000	STATE WITHHOLDING PAYABLE	2,397.00	
100-217-300-000	RETIREMENT PAYABLE	( 2,168.12)	
100-217-400-000	ACC INSURANCE PAYABLE	12,895.22	
100-222-100-000	DEFERRED PROPERTY TAXES	64,217.00	
	TOTAL LIABILITIES		89,811.05

FUND EQUITY

100-280-000-000	FUND BALANCE	1,243,554.09	
100-280-100-000	CREATED BY POSTING	128,000.00	
100-280-400-000	EMERGENCY RESERVE-TABOR	21,842.00	
	REVENUE OVER EXPENDITURES - YTD	89,420.26	
	BALANCE - CURRENT DATE	1,482,816.35	
	TOTAL FUND EQUITY		<u>1,482,816.35</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,572,627.40</u>

TOWN OF LAKE CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-311-000-000	957.91	61,784.03	64,176.00	2,391.97	96.3
100-312-000-000	445.24	3,384.56	5,000.00	1,615.44	67.7
100-313-100-000	134,322.01	385,135.48	500,000.00	114,864.52	77.0
100-314-100-000	1,286.15	2,989.68	3,000.00	10.32	99.7
100-314-200-000	190.30	802.83	900.00	97.17	89.2
100-314-300-000	.00	.00	30,000.00	30,000.00	.0
100-316-100-000	.00	.00	10,000.00	10,000.00	.0
100-319-000-000	35.36	124.51	500.00	375.49	24.9
<b>TOTAL TAXES</b>	<b>137,236.97</b>	<b>454,221.09</b>	<b>613,576.00</b>	<b>159,354.91</b>	<b>74.0</b>
<u>PERMITS AND FEES</u>					
100-321-100-000	.00	4,150.00	2,000.00	( 2,150.00)	207.5
100-322-100-000	1,840.99	9,110.90	11,000.00	1,889.10	82.8
100-322-110-000	.00	.00	100.00	100.00	.0
100-322-200-000	750.00	11,900.00	1,900.00	( 10,000.00)	626.3
100-322-400-000	95.00	1,730.00	1,000.00	( 730.00)	173.0
100-322-800-000	.00	375.00	.00	( 375.00)	.0
<b>TOTAL PERMITS AND FEES</b>	<b>2,685.99</b>	<b>27,265.90</b>	<b>16,000.00</b>	<b>( 11,265.90)</b>	<b>170.4</b>
<u>INTERGOVERNMENTAL REVENUE</u>					
100-334-000-000	564,295.33	920,643.41	1,051,020.00	130,376.59	87.6
100-334-100-000	55,107.66	55,107.66	1,500.00	( 53,607.66)	3673.8
100-334-300-000	.00	49,515.90	35,041.29	( 14,474.61)	141.3
100-335-100-000	.00	2,758.50	1,500.00	( 1,258.50)	183.9
100-335-200-000	2,357.41	17,946.80	25,000.00	7,053.20	71.8
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>621,760.40</b>	<b>1,045,972.27</b>	<b>1,114,061.29</b>	<b>68,089.02</b>	<b>93.9</b>
<u>RECREATION REVENUE</u>					
100-341-300-000	.00	50.00	.00	( 50.00)	.0
100-341-800-000	.00	1.80	.00	( 1.80)	.0
100-347-800-000	150.00	10,395.00	2,000.00	( 8,395.00)	519.8
100-347-810-000	.00	16,202.00	9,000.00	( 7,202.00)	180.0
100-347-811-000	.00	3,274.50	1,000.00	( 2,274.50)	327.5
100-347-812-000	.00	1,000.00	.00	( 1,000.00)	.0
100-347-820-000	.00	1,903.00	2,000.00	97.00	95.2
100-347-825-000	.00	4,866.50	1,000.00	( 3,866.50)	486.7
<b>TOTAL RECREATION REVENUE</b>	<b>150.00</b>	<b>37,692.80</b>	<b>15,000.00</b>	<b>( 22,692.80)</b>	<b>251.3</b>

TOWN OF LAKE CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>COURT REVENUE</u>					
100-351-000-000 COURT FINES	2,745.00	8,645.00	1,500.00	( 7,145.00)	576.3
100-351-100-000 COURT COSTS	.00	25.00	.00	( 25.00)	.0
<b>TOTAL COURT REVENUE</b>	<b>2,745.00</b>	<b>8,670.00</b>	<b>1,500.00</b>	<b>( 7,170.00)</b>	<b>578.0</b>
<u>OTHER REVENUE</u>					
100-361-100-000 EARNINGS ON DEPOSITS	452.53	3,639.28	2,000.00	( 1,639.28)	182.0
100-362-200-000 RENTS FROM BUILDINGS	292.00	4,978.66	3,000.00	( 1,978.66)	166.0
100-363-000-000 DEPOSITS FOR W&S SERVICE	1,020.00	6,460.00	.00	( 6,460.00)	.0
100-364-000-000 REFUNDS	.00	310.29	.00	( 310.29)	.0
100-366-100-000 HISTORIC PRESERVATION COA	.00	500.00	500.00	.00	100.0
100-369-000-000 MISCELLANEOUS REVENUES	118.75	1,393.50	1,000.00	( 393.50)	139.4
<b>TOTAL OTHER REVENUE</b>	<b>1,883.28</b>	<b>17,281.73</b>	<b>6,500.00</b>	<b>( 10,781.73)</b>	<b>265.9</b>
<u>SOURCE 37</u>					
100-370-000-000 TRANSFER FROM OTHER FUNDS	.00	.00	15,445.00	15,445.00	.0
<b>TOTAL SOURCE 37</b>	<b>.00</b>	<b>.00</b>	<b>15,445.00</b>	<b>15,445.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>766,461.64</b>	<b>1,591,103.79</b>	<b>1,782,082.29</b>	<b>190,978.50</b>	<b>89.3</b>

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN ADMIN</u>					
100-411-100-111 SALARIES - BOT	450.00	3,650.00	8,000.00	4,350.00	45.6
100-411-100-144 FICA--MEDICARE - BOT	6.53	49.34	130.50	81.16	37.8
100-411-100-145 PERA - BOT	66.29	526.19	1,250.00	723.81	42.1
100-411-100-330 PUBLICITY, DUES, & SUBS. - BOT	.00	50.00	500.00	450.00	10.0
100-411-100-347 COMPUTER HARDWARE/SOFTWARE	.00	7,307.59	4,000.00	( 3,307.59)	182.7
100-411-100-350 PROFESSIONAL SERVICES- BOT	1,500.00	33,250.00	82,125.00	48,875.00	40.5
100-411-100-370 TRAVEL AND MEETINGS - BOT	.00	3,243.10	1,500.00	( 1,743.10)	216.2
100-411-100-397 CONTRACT PAYMENTS- BOT	.00	19,898.83	.00	( 19,898.83)	.0
100-411-100-400 BOT DONATIONS	.00	7,500.00	105,500.00	98,000.00	7.1
100-411-100-495 MISCELLANEOUS EXPENSES-BOT	.00	113.77	300.00	186.23	37.9
100-411-200-330 PUBLICITY, SUBSCRIPTIONS & DUE	.00	60.00	.00	( 60.00)	.0
100-411-400-111 SALARIES -TOWN ADMIN	3,163.71	24,402.58	59,510.00	35,107.42	41.0
100-411-400-142 WORKMEN'S COMPENSATION - TOWN	1,706.00	4,821.50	10,000.00	5,178.50	48.2
100-411-400-143 HEALTH INSURANCE - TOWN ADMIN	1,665.60	13,515.76	7,500.00	( 6,015.76)	180.2
100-411-400-144 FICA-MEDICARE - TOWN ADMIN	45.46	340.08	870.00	529.92	39.1
100-411-400-145 PERA - TOWN ADMIN	466.01	8,684.10	11,345.00	2,660.90	76.6
100-411-400-210 OFFICE SUPPLIES - TOWN ADMIN.	305.13	656.83	1,000.00	343.17	65.7
100-411-400-220 OPERATING SUPPLIES- TOWN ADMIN	.00	1,198.11	1,300.00	101.89	92.2
100-411-400-230 R & M SUPPLIES - TOWN HALL	.00	8.38	200.00	191.62	4.2
100-411-400-311 POSTAGE - TOWN ADMIN.	70.89	252.27	700.00	447.73	36.0
100-411-400-320 PRINTING AND COPYING	48.76	2,229.11	3,000.00	770.89	74.3
100-411-400-330 PROF DUES, SUBS, AND MEMBERSHI	1,773.90	17,043.51	1,500.00	( 15,543.51)	1136.2
100-411-400-331 LEGAL NOTICES - TOWN HALL	342.80	2,943.60	3,000.00	56.40	98.1
100-411-400-345 TELEPHONE/INTERNET - TOWN HALL	225.07	2,036.65	5,000.00	2,963.35	40.7
100-411-400-346 EMPLOYEE CELL PHONES	317.34	2,397.35	4,000.00	1,602.65	59.9
100-411-400-347 COMPUTERS AND SOFTWARE R&M	.00	976.70	16,000.00	15,023.30	6.1
100-411-400-350 PROFESSIONAL SERVICES-TOWN HAL	228.50	25,013.06	2,000.00	( 23,013.06)	1250.7
100-411-400-352 LEGAL SERVICES	.00	1,804.50	15,000.00	13,195.50	12.0
100-411-400-354 AUDITING - TOWN HALL	.00	.00	8,000.00	8,000.00	.0
100-411-400-360 R & M SERVICES - TOWN HALL	.00	.00	500.00	500.00	.0
100-411-400-370 TRAVEL, TRAINING, MEETING-TOWN H	578.77	4,181.04	2,000.00	( 2,181.04)	209.1
100-411-400-495 MISC. EXPENSES - TOWN HALL	.00	1,614.50	2,000.00	385.50	80.7
100-411-400-510 INSURANCE - TOWN HALL	.00	10,859.96	22,000.00	11,140.04	49.4
100-411-400-947 OFFICE EQUIPMENT - TOWN HALL	.00	24.99	500.00	475.01	5.0
100-411-800-495 MISC EXPENSES	.00	433.60	.00	( 433.60)	.0
<b>TOTAL TOWN ADMIN</b>	<b>12,960.76</b>	<b>201,087.00</b>	<b>380,230.50</b>	<b>179,143.50</b>	<b>52.9</b>
<u>MUNICIPAL COURT</u>					
100-412-100-111 SALARIES - MUNICIPAL COURT	537.30	5,400.00	6,000.00	600.00	90.0
100-412-100-144 FICA-MEDICARE-MUNICIPAL COURT	8.70	69.60	87.00	17.40	80.0
100-412-100-145 PERA - MUNICIPAL COURT	88.38	777.42	510.00	( 267.42)	152.4
100-412-100-330 PUBLICITY, SUBS, DUES - M. COURT	.00	.00	20.00	20.00	.0
100-412-100-370 TRAVEL & MEETINGS - M. COURT	.00	.00	750.00	750.00	.0
100-412-100-495 MISC. EXPENSES - M. COURT	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL MUNICIPAL COURT</b>	<b>634.38</b>	<b>6,247.02</b>	<b>8,367.00</b>	<b>2,119.98</b>	<b>74.7</b>

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTIONS</u>					
100-414-000-111 ADMIN CONTRACT - ELECTIONS	.00	5,540.00	5,000.00	( 540.00)	110.8
100-414-000-220 OPERATING SUPPLIES - ELECTIONS	.00	1,881.10	2,500.00	618.90	75.2
100-414-000-352 LEGAL FEES-ELECTION	.00	.00	500.00	500.00	.0
<b>TOTAL ELECTIONS</b>	<b>.00</b>	<b>7,421.10</b>	<b>8,000.00</b>	<b>578.90</b>	<b>92.8</b>
<u>COMMUNITY FAC &amp; PARKS</u>					
100-419-400-220 OPERATING SUPPLIES	1,010.88	5,026.35	13,000.00	7,973.65	38.7
100-419-400-223 JANITORIAL SUPPLIES-COMMFAC&PA	.00	2,172.07	2,300.00	127.93	94.4
100-419-400-230 R & M SUPPLIES-COMM FAC & PARKS	.00	900.10	2,500.00	1,599.90	36.0
100-419-400-341 ELECTRICITY - COMM FAC & PARKS	544.05	6,505.19	6,200.00	( 305.19)	104.9
100-419-400-344 PROPANE - COMM FACILITIES&PARK	121.43	20,282.53	15,000.00	( 5,282.53)	135.2
100-419-400-356 ICE WALL-COMM FAC&PARKS	8,157.76	19,575.14	6,500.00	( 13,075.14)	301.2
100-419-400-360 R & M SERVICES-COMM FAC& PARKS	.00	11,447.90	22,000.00	10,552.10	52.0
100-419-400-361 TRASH COLLECTION-COMMFAC&PARKS	1,190.00	4,924.25	9,000.00	4,075.75	54.7
<b>TOTAL COMMUNITY FAC &amp; PARKS</b>	<b>11,024.12</b>	<b>70,833.53</b>	<b>76,500.00</b>	<b>5,666.47</b>	<b>92.6</b>
<u>STREETS &amp; ALLEYS PROGRAMS</u>					
100-431-400-230 R&M SUPPLIES	.00	( 219.43)	5,000.00	5,219.43	( 4.4)
100-431-400-231 STREET SURFACE - DUST CONTROL	.00	15,204.70	12,000.00	( 3,204.70)	126.7
100-431-400-360 R&M SERVICES	.00	.00	3,000.00	3,000.00	.0
100-431-400-365 STREET LIGHTS	.00	178.04	.00	( 178.04)	.0
100-431-400-370 STREET SIGNS	.00	2,626.62	15,000.00	12,373.38	17.5
100-431-400-452 GRAVEL	.00	1,460.00	3,000.00	1,540.00	48.7
100-431-400-453 MISC. - MAINT OF CONDITION	.00	12,030.00	8,000.00	( 4,030.00)	150.4
100-431-500-230 R&M SUPPLIES-SNOW REMOVAL	.00	.00	5,000.00	5,000.00	.0
100-431-500-360 R&M SERVICES - SNOW REMOVAL	.00	11,114.85	25,000.00	13,885.15	44.5
100-431-800-111 SALARIES-S&A ADMIN	2,373.57	18,607.32	31,000.00	12,392.68	60.0
100-431-800-143 HEALTH INSURANCE-S&A ADMIN	.00	1,050.84	5,608.80	4,557.96	18.7
100-431-800-144 FICA-MEDICARE-S&A ADMIN	35.66	256.07	450.00	193.93	56.9
100-431-800-145 PERA-S&A ADMIN	369.04	2,759.65	4,410.00	1,650.35	62.6
100-431-800-146 TREASURER'S FEE S&A ADMIN	19.87	1,271.09	1,300.00	28.91	97.8
100-431-800-340 ELECTRIC-5TH ST PED BRIDGE	35.50	290.27	500.00	209.73	58.1
<b>TOTAL STREETS &amp; ALLEYS PROGRAMS</b>	<b>2,833.64</b>	<b>66,630.02</b>	<b>119,268.80</b>	<b>52,638.78</b>	<b>55.9</b>
<u>DEPARTMENT 432</u>					
100-432-000-350 ROUND TOPPROFESSIONAL SERVICES	210.40	210.40	.00	( 210.40)	.0
<b>TOTAL DEPARTMENT 432</b>	<b>210.40</b>	<b>210.40</b>	<b>.00</b>	<b>( 210.40)</b>	<b>.0</b>

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 436</u>					
100-436-000-360	.00	.00	1,500.00	1,500.00	.0
100-436-000-495	100.00	100.00	.00	( 100.00)	.0
<b>TOTAL DEPARTMENT 436</b>	<b>100.00</b>	<b>100.00</b>	<b>1,500.00</b>	<b>1,400.00</b>	<b>6.7</b>
 <u>RECREATION</u>					
100-451-100-111	4,265.54	49,595.19	80,560.00	30,964.81	61.6
100-451-100-112	.00	4,351.50	9,900.00	5,548.50	44.0
100-451-100-143	832.80	11,764.69	18,696.00	6,931.31	62.9
100-451-100-144	60.94	752.92	1,250.00	497.08	60.2
100-451-100-145	628.31	7,702.63	12,900.00	5,197.37	59.7
100-451-100-224	110.00	8,550.58	10,000.00	1,449.42	85.5
100-451-100-350	.00	1,010.00	.00	( 1,010.00)	.0
100-451-100-360	( 40.00)	774.83	15,000.00	14,225.17	5.2
100-451-100-370	63.75	1,667.96	1,500.00	( 167.96)	111.2
100-451-100-496	.00	25.25	.00	( 25.25)	.0
100-451-200-111	.00	6,880.75	9,500.00	2,619.25	72.4
100-451-200-144	.00	74.91	140.00	65.09	53.5
100-451-200-145	.00	791.40	1,500.00	708.60	52.8
100-451-200-220	181.00	1,476.30	6,000.00	4,523.70	24.6
100-451-200-230	34.95	1,336.76	2,500.00	1,163.24	53.5
100-451-200-330	394.56	640.77	600.00	( 40.77)	106.8
100-451-200-341	57.41	735.47	2,500.00	1,764.53	29.4
100-451-200-345	57.51	517.67	400.00	( 117.67)	129.4
100-451-200-350	.00	.00	400.00	400.00	.0
100-451-200-358	.00	781.85	1,500.00	718.15	52.1
100-451-200-360	.00	.00	1,000.00	1,000.00	.0
100-451-200-370	.00	57.17	600.00	542.83	9.5
100-451-200-593	549.00	549.00	1,000.00	451.00	54.9
<b>TOTAL RECREATION</b>	<b>7,195.77</b>	<b>100,037.60</b>	<b>177,446.00</b>	<b>77,408.40</b>	<b>56.4</b>
 <u>MARKETING</u>					
100-455-100-330	.00	.00	1,000.00	1,000.00	.0
100-455-100-340	.00	5,000.00	5,000.00	.00	100.0
<b>TOTAL MARKETING</b>	<b>.00</b>	<b>5,000.00</b>	<b>6,000.00</b>	<b>1,000.00</b>	<b>83.3</b>
 <u>HISTORIC PRESERVATION</u>					
100-460-100-370	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL HISTORIC PRESERVATION</b>	<b>.00</b>	<b>.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>.0</b>

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRACT PAYMENTS</u>					
100-480-310-397 CONTRACT PAYMENTS, LAW ENFORCE	.00	41,296.00	85,592.00	44,296.00	48.3
100-480-330-397 CONTRACT PAYMENTS, BUILDING IN	.00	10,609.00	21,218.00	10,609.00	50.0
<b>TOTAL CONTRACT PAYMENTS</b>	<b>.00</b>	<b>51,905.00</b>	<b>106,810.00</b>	<b>54,905.00</b>	<b>48.6</b>
<u>CAPITAL IMPROVEMENTS</u>					
100-485-000-810 CAP IMP STREETS & ALLEYS	21,569.60	992,211.86	1,240,000.00	247,788.14	80.0
<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>21,569.60</b>	<b>992,211.86</b>	<b>1,240,000.00</b>	<b>247,788.14</b>	<b>80.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>56,528.67</b>	<b>1,501,683.53</b>	<b>2,125,622.30</b>	<b>623,938.77</b>	<b>70.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>709,932.97</b>	<b>89,420.26</b>	<b>( 343,540.01)</b>	<b>( 432,960.27)</b>	<b>26.0</b>

TOWN OF LAKE CITY  
 BALANCE SHEET  
 SEPTEMBER 30, 2022

CONSERVATION TRUST FUND

ASSETS

300-100-000-000	CASH IN COMBINED FUND	(	740.00)	
300-104-100-000	SAVINGS (MONEY MARKET ACCOUNT)		32,955.39	
300-132-000-000	DUE FROM OTHER GOVERNMENTS	(	4,086.08)	
	TOTAL ASSETS			<u>28,129.31</u>

LIABILITIES AND EQUITY

FUND EQUITY

300-280-000-000	FUND BALANCE	28,080.13		
	REVENUE OVER EXPENDITURES - YTD	<u>49.18</u>		
	BALANCE - CURRENT DATE		<u>28,129.31</u>	
	TOTAL FUND EQUITY			<u>28,129.31</u>
	TOTAL LIABILITIES AND EQUITY			<u>28,129.31</u>

TOWN OF LAKE CITY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>						
300-334-000-000	CTF REMITTANCE	.00	.00	4,000.00	4,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	4,000.00	4,000.00	.0
<u>OTHER REVENUE</u>						
300-361-100-000	EARNINGS ON DEPOSITS	6.85	49.18	20.00	( 29.18)	245.9
	TOTAL OTHER REVENUE	6.85	49.18	20.00	( 29.18)	245.9
	TOTAL FUND REVENUE	6.85	49.18	4,020.00	3,970.82	1.2

TOWN OF LAKE CITY  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST EXPENDITURE</u>						
300-452-000-365	CAPITAL IMPROVEMENT PROJECTS	.00	.00	30,000.00	30,000.00	.0
	TOTAL CONSERVATION TRUST EXPENDITURE	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
	NET REVENUE OVER EXPENDITURES	6.85	49.18	( 25,980.00)	( 26,029.18)	.2

TOWN OF LAKE CITY  
BALANCE SHEET  
SEPTEMBER 30, 2022

WATER & SEWER FUND

ASSETS

600-100-000-000	CASH IN COMBINED FUND	1,574,609.09	
600-115-000-000	CUSTOMER ACCOUNTS RECEIVABLE	17,894.85	
600-160-000-000	LAND	76,697.00	
600-161-000-000	PUMP HOUSE	56,153.00	
600-162-000-000	WATER TREATMENT PLANT	72,225.00	
600-162-200-000	SEWER TREATMENT PLANT	498,359.30	
600-162-400-000	WATER SYSTEM	4,042,675.81	
600-162-500-000	SEWER SYSTEM	2,226,520.91	
600-162-600-000	METERS	83,648.25	
600-163-300-000	COLL, TRANS & DIST.-SEWER	128,179.00	
600-164-000-000	WATER TANK	401,121.27	
600-164-200-000	MACHINERY & EQUIPMENT	35,212.57	
600-165-000-000	TRANSPORTATION EQUIPMENT	174,950.93	
600-169-000-000	ACCUMULATED PROV. FOR DEPR.	( 2,847,271.61)	
600-180-001-000	DEFERRED OUTFLOWS - PERA	59,495.00	
600-180-021-000	DEFERR OUTFLOWS OPEBCONTTIMING	2,385.00	
		6,602,855.37	
	TOTAL ASSETS		6,602,855.37

LIABILITIES AND EQUITY

LIABILITIES

600-202-000-000	ACCOUNTS PAYABLE	( 185.00)	
600-202-100-100	CWRPDA REVOLVING FUND LOAN	1,076,335.81	
600-202-100-200	ACCRUED INTEREST	2,205.76	
600-216-000-000	ACCRUED WAGES	3,051.33	
600-216-100-000	ACCRUED COMPENSATED ABSENSES	3,109.10	
600-250-001-000	PERA NET PENSION LIABILITY	123,716.00	
600-250-002-000	DEFERRED INFLOW - PERA EXP	135,343.00	
600-250-021-000	NET OPEB LIABILITY	17,219.00	
600-250-026-000	DEFERRED INFLOWS OPEB EARNINGS	7,024.00	
		1,367,819.00	
	TOTAL LIABILITIES		1,367,819.00

FUND EQUITY

600-280-000-000	FUND BALANCE	3,604,686.50	
600-281-000-000	CUSTOMERS CONTRIB CAPITAL	182,149.00	
600-282-000-000	CONT CAPITAL-GOVT ENTITY	484,267.00	
600-283-200-000	SYSTEM DEV. FEES OR CHARGES	408,875.00	
600-284-200-000	UNRESERVED RETAINED EARNINGS	539,878.60	
	REVENUE OVER EXPENDITURES - YTD	15,180.27	
		5,235,036.37	
	BALANCE - CURRENT DATE		5,235,036.37
	TOTAL FUND EQUITY		5,235,036.37
	TOTAL LIABILITIES AND EQUITY		6,602,855.37

TOWN OF LAKE CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WATER & SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>						
600-334-000-000	GRANTS	.00	.00	260,000.00	260,000.00	.0
TOTAL INTERGOVERNMENTAL REVENUE		.00	.00	260,000.00	260,000.00	.0
<u>WATER &amp; SEWER REVENUE</u>						
600-341-800-000	CHARGES FOR SERVICES	.00	446.31	.00	( 446.31)	.0
600-344-100-000	WATER SALES	( 150.91)	244,140.63	350,000.00	105,859.37	69.8
600-344-200-000	SEWER REVENUES	( 598.50)	148,618.17	260,000.00	111,381.83	57.2
600-344-300-000	WATER TAP CONNECTION CHARGES	.00	39,000.00	5,000.00	( 34,000.00)	780.0
600-344-400-000	SEWER TAP CONNECTION CHARGES	.00	31,703.38	5,000.00	( 26,703.38)	634.1
600-344-500-000	WATER METERS	.00	17,466.29	1,500.00	( 15,966.29)	1164.4
600-344-600-000	INSPECTION FEES	.00	50.00	.00	( 50.00)	.0
TOTAL WATER & SEWER REVENUE		( 749.41)	481,424.78	621,500.00	140,075.22	77.5
<u>SOURCE 36</u>						
600-361-000-000	EARNINGS ON DEPOSITS	450.31	1,631.27	500.00	( 1,131.27)	326.3
600-361-100-000	EARNINGS ON ACCTS RECEIVABLE	.00	1,487.37	2,000.00	512.63	74.4
600-369-000-000	MISCELLANEOUS REVENUES	.00	1,826.43	.00	( 1,826.43)	.0
TOTAL SOURCE 36		450.31	4,945.07	2,500.00	( 2,445.07)	197.8
TOTAL FUND REVENUE		( 299.10)	486,369.85	884,000.00	397,630.15	55.0

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WATER & SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER &amp; SEWER EXPENDITURES</u>					
600-433-100-350	.00	3,915.00	.00	( 3,915.00)	.0
600-433-410-221	9,347.04	19,693.04	14,000.00	( 5,693.04)	140.7
600-433-410-229	8.07	317.00	1,500.00	1,183.00	21.1
600-433-410-230	.00	12.46	1,000.00	987.54	1.3
600-433-410-312	.00	192.15	3,000.00	2,807.85	6.4
600-433-410-341	2,938.54	19,779.17	36,500.00	16,720.83	54.2
600-433-410-345	167.44	1,324.54	2,850.00	1,525.46	46.5
600-433-410-350	.00	.00	250.00	250.00	.0
600-433-410-358	885.80	5,913.78	6,000.00	86.22	98.6
600-433-410-360	.00	.00	1,500.00	1,500.00	.0
600-433-410-593	.00	220.00	2,500.00	2,280.00	8.8
600-433-410-600	.00	14,271.50	14,271.50	.00	100.0
600-433-440-229	.00	77.48	2,000.00	1,922.52	3.9
600-433-440-230	.00	5,864.89	3,000.00	( 2,864.89)	195.5
600-433-440-350	835.00	836.30	5,000.00	4,163.70	16.7
600-433-440-360	.00	14,861.81	21,000.00	6,138.19	70.8
600-433-510-230	.00	873.87	3,000.00	2,126.13	29.1
600-433-510-360	.00	19,008.01	15,000.00	( 4,008.01)	126.7
600-433-530-221	2,987.70	9,872.76	6,750.00	( 3,122.76)	146.3
600-433-530-229	502.71	2,530.31	3,500.00	969.69	72.3
600-433-530-230	.00	525.42	1,000.00	474.58	52.5
600-433-530-312	115.63	2,003.29	1,000.00	( 1,003.29)	200.3
600-433-530-341	2,969.77	24,285.74	32,500.00	8,214.26	74.7
600-433-530-344	.00	8,142.67	4,000.00	( 4,142.67)	203.6
600-433-530-350	11.70	1,411.70	5,000.00	3,588.30	28.2
600-433-530-358	398.04	4,503.75	7,000.00	2,496.25	64.3
600-433-530-359	386.75	2,914.80	2,000.00	( 914.80)	145.7
600-433-530-360	.00	211.00	.00	( 211.00)	.0
600-433-530-593	.00	1,732.39	1,600.00	( 132.39)	108.3
600-433-600-111	14,488.01	118,976.85	188,200.00	69,223.15	63.2
600-433-600-142	1,706.00	5,756.50	10,000.00	4,243.50	57.6
600-433-600-143	2,498.40	29,276.85	32,000.00	2,723.15	91.5
600-433-600-144	210.78	1,631.82	2,750.00	1,118.18	59.3
600-433-600-145	2,175.13	17,295.69	26,800.00	9,504.31	64.5
600-433-600-229	130.15	4,598.04	1,000.00	( 3,598.04)	459.8
600-433-600-230	.00	327.01	1,000.00	672.99	32.7
600-433-600-231	585.00	5,095.40	5,000.00	( 95.40)	101.9
600-433-600-320	.00	784.47	.00	( 784.47)	.0
600-433-600-331	.00	3,066.20	.00	( 3,066.20)	.0
600-433-600-335	6.99	2,844.06	600.00	( 2,244.06)	474.0
600-433-600-345	111.60	1,060.39	1,200.00	139.61	88.4
600-433-600-346	104.97	1,302.78	.00	( 1,302.78)	.0
600-433-600-352	.00	367.50	10,000.00	9,632.50	3.7
600-433-600-361	.00	4,342.39	10,000.00	5,657.61	43.4
600-433-600-370	56.25	56.25	3,500.00	3,443.75	1.6
600-433-600-495	.00	2,491.74	2,500.00	8.26	99.7
600-433-600-510	.00	5,429.98	11,000.00	5,570.02	49.4
600-433-600-753	.00	.00	15,445.00	15,445.00	.0
<b>TOTAL WATER &amp; SEWER EXPENDITURES</b>	<b>43,627.47</b>	<b>369,998.75</b>	<b>517,716.50</b>	<b>147,717.75</b>	<b>71.5</b>

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WATER & SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT</u>						
600-470-200-620	DEBT INTEREST	.00	3,519.63	6,985.00	3,465.37	50.4
	TOTAL DEBT	.00	3,519.63	6,985.00	3,465.37	50.4
<u>W&amp;S CIP</u>						
600-700-000-130	WWTP - MODIFICATIONS	.00	79,664.20	1,250,000.00	1,170,335.80	6.4
600-700-000-160	CAP IMP WATER STATION	.00	18,007.00	30,000.00	11,993.00	60.0
	TOTAL W&S CIP	.00	97,671.20	1,280,000.00	1,182,328.80	7.6
	TOTAL FUND EXPENDITURES	43,627.47	471,189.58	1,804,701.50	1,333,511.92	26.1
	NET REVENUE OVER EXPENDITURES	( 43,926.57)	15,180.27	( 920,701.50)	( 935,881.77)	1.7

TOWN OF LAKE CITY  
BALANCE SHEET  
SEPTEMBER 30, 2022

MISC FIXED ASSETS FUND

ASSETS

900-160-000-000	LAND, R-O-W, WATER RIGHTS	284,078.00	
900-163-000-000	BUILDINGS AND IMPROVEMENTS	1,461,949.54	
900-164-200-000	EQUIPMENT	133,603.51	
900-166-100-000	CONSTRUCTION IN PROGRESS	16,000.00	
900-169-000-000	ACCUMULATED DEPRECIATION	( 660,278.08)	
	TOTAL ASSETS		<u>1,235,352.97</u>

LIABILITIES AND EQUITY

LIABILITIES

900-260-000-000	INVEST. IN GEN. FIXED ASSETS	<u>1,235,352.97</u>	
	TOTAL LIABILITIES		<u>1,235,352.97</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,235,352.97</u>

Town Clerk Report

September 2022

Total Cash Receipts: \$211,447.65

W&S Payments: \$66,786.41

July Sales Tax: \$134,322.01

August MV Tax: \$1,286.15

August Property Tax: \$957.91

CDOT 3<sup>rd</sup> Street Project Reimbursements in September

CDOT Main Street Grant: \$149,999.00

CDOT MMOF Reimbursement #2: \$414,296.33

10 Short term rental permits were issued in September

2 Short term rental applications are pending

31 short term rental permits have been issues year to date

86 Business Licenses have been issued year to date

Made some corrections to how grant monies were posted to the general ledger. The Grant Monies line in the budget now reflects the correct amount of grant monies received year to date.

Credit card and online payment system is now up and running and completed training on how to use the system.

I will be attending the CMJA conference from November 10-12 with Judge McDonald and his other court clerks for training and professional development.

The town received and distributed five Liquor licenses in the month of September.

## **Town Manager Report**

- Continue to work on Affordable Workforce Housing, meeting with CHFA as well as the County and other community partners on Oct 27<sup>th</sup> to site see the land at the medical center.
- Working with Dan Krob and the Bank on the loan legal agreement for the house.
- RFP sent out for Auditors, will be presented to the board on Oct 26<sup>th</sup>.
- Went to the CPM Class and learned about HR Issues and how to handle them.
- Will be going to Salida for a CML Workshop on Small Communities.
- Continue to Work on the 2023 Budget.
- Working on CDPHE Loan which will be submitted in November.



BUILDING DEPARTMENT  
Gabe McNeese  
311 N. Henson St., Lake City, CO, 81235.  
Phone: 970-901-9570, email [gabem@hinsdalecountycolorado.us](mailto:gabem@hinsdalecountycolorado.us)

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## TOWN OF LAKE CITY MONTHLY MEETING

September, 2022

The Building Department in September had six new permits for the Town of Lake City, and sixteen overall for Hinsdale County. With several remodels, and new fences going up in September, the folks of Lake City are still busy getting projects done before the snow flies. There are currently four new homes being built in town, all four are going up in the Ball Flats.

The month of September was a busy month for all of us, besides the festival's, the Building Department traveled to Steamboat Springs to volunteer for a day with Colorado High schoolers. This one-day event, focuses on Construction projects, and a general understanding of how plumbing, electrical, and fire safety, all play a part in today's Building Codes. The one-day event happens several times a year all across Colorado, I attended my first International Code Council (ICC) back in March, where 500 hundred high school kids showed up at the fairgrounds, in Montrose.

I expect a busy October, with some last-minute permits, and on-going inspections, the Building Department is prepping for the winter months that lay ahead, especially over at the Hinsdale County Courthouse. A busy, but productive summer for my department in the Town of lake City, looking forward to the rest of the year.

Sincerely,

Gabe McNeese.



## Sheriff's Report September 2022

### BOCC/ BOTT

**9/4:** Deputy Pantleo took a report of a lost firearm. The owner reported losing it somewhere along CR 30.

**9/6:** Undersheriff Kaminski responded to an unattended death in the area of the East Fork River in the north west corner of the county. The deceased was part of a hunting party and reported he was not feeling well after breakfast. He chose to stay behind and rest, when the rest of the party returned that evening, they found him deceased in his tent. Montrose County Fire and EMS responded to the scene and waited personnel from the Hinsdale County Sheriff's office and Search and Rescue to transport the body back to the trailhead.

**9/6:** Deputy Zeckser and Undersheriff Kaminski responded to a reported suicidal party in the 200 block of N. Gunnison av. The party made statements to a family member she was going to shoot herself, then locked herself in a bedroom with a loaded firearm. Deputies responding were able to speak to the individual who was transported to Gunnison Valley Hospital (GVH) for a mental health evaluation. The party was released the following morning.

**9/7:** Sheriff Kambish conducted a welfare check on the same individual. Hospital staff called expressing concern for the woman after cleaning staff found blood in the bathroom of the room she had occupied the night before. After speaking with the woman Sheriff Kambish could not identify any concerns nor was there any evidence she had tried to harm herself.

**9/8:** Sheriff Kambish took a report of a dog bite that happened the week prior. The victim was riding his bike on CR 36 when an unleashed dog approached and bit his calf. The victim stated the owner of the dog, an unidentified hiker, put the dog on a leash and ran away. With no suspect information follow up was impossible.

**9/11:** Deputy Pantleo responded to the 900 block of Oceanwave Dr. for a neighbor dispute. An ongoing saga of disruption led to one party claiming a neighbor hit her car with his car door. The neighbor suspected of causing the damage had no damage to his vehicle indicating the two had made contact. Upon closer look, Pantleo discovered the paint transfer on the reporting party's door did not match the color of the neighbor's vehicle. No further action was taken.

**9/12:** While off duty Sheriff Kambish saw a large amount of smoke coming from the area of Hummingbird Lane. Sheriff Kambish drove down Hummingbird and was able to locate the source of the smoke that was covering the valley and being blown towards the lake. Kambish approached a male party who was frantically dousing a smoking pile of mattresses in his driveway. Kambish called for Deputy Pantleo who was on duty at the time, and he responded to the scene as well. The home owner claimed he lit several mattresses on fire, because it would be too expensive to dispose of them at the dump. Kambish informed him it is illegal to burn mattresses due to the significant amount of toxic materials contained in them. The home owner claimed he remembered his grandfather doing it so figured it would be ok. The homeowner was issued a summons for open burning violations.

**9/17:** Deputy Pantleo made an arrest for Driving Under the Influence (DUI). At about 5:00PM, Deputy Zeckser made a traffic stop after a vehicle had made an unsafe pass over the Henson Creek Bridge. Deputy Zeckser activated his emergency lights and siren, to no avail, as the driver of the vehicle continued to drive northbound for several blocks finally stopping on Fifth Street. Hearing the sirens from his location a few blocks away Deputy Pantleo also responded to the scene of the traffic stop and, upon contacting the driver, immediately detected the odor of an alcoholic beverage on the driver's breath. After a thorough investigation the driver was placed under arrest for driving under the influence of alcohol, drugs, or both and transported the Gunnison County Detention facility.

**9/17:** Sheriff Kambish received a call of a missing person. An adult male who resides in Saguache, had left a job site in Lake City earlier in the day seemingly very upset. According to his boss, the individual never arrived at home that evening. An attempt was made to locate the vehicle to no avail. A notice to attempt to locate the man was sent to surrounding law enforcement agencies. The man's boss called the next morning and told Kambish the man had returned home late the night before.

**9/18:** Deputy Zeckser took a report of a dog bite occurring in the Cathedral area. Deputy Zeckser contacted the dog's owner and issued him a summons for vicious dog.

**9/19-21:** Sheriff Kambish attended a firearms training called Vehicle Close Quarters Combat. In the training, attendees (law enforcement from several western state) were taught how to use firearms in the confines of a vehicle. This training is valuable for law enforcement since so much of their time is spent inside of and around vehicles. The knowledge gained will be passed on to other members of the Sheriff' Office in the near future.

**9/21:** Undersheriff Kaminski took a report a 4 dead cows near the Bridge Campground in the Upper Piedra. The reporting party though they may have been shot. A Division of Wildlife Officer in the Pagosa Springs area went to the scene to assist and found no evidence the cows had been shot. No cause of death was discovered.

**9/23:** Deputy Pantleo took a report of yet another lost firearm. The owner called and reported he lost the firearm while hunting in the area of Forest Service Road 631 in the Upper Piedra area.

**9/27:** Deputy Pantleo responded to a neighbor dispute in the 600 block of N. Henson St. Neighbors were having a disagreement about a fence that was being replaced, and one of the neighbors attempted to cut down the fence that was not on their property. Pantleo issued one of the neighbors a summons for criminal mischief and both parties will have to state their case in court.

**9/28:** Deputy Pantleo took a report of, you won't believe it, another lost firearm. At the time of this report, no other information was available to Sheriff Kambish.

**9/28:** Sheriff Kambish and EMS director Buffy Witt attended a training in Montrose. This training, provided for free by the Texas A&M Engineering and Extension Service, equipped training officers from several disciplines with the concepts to conduct effective table top training to their agencies. Both Kambish and Witt found the training very valuable and believe it will greatly enhance their abilities to further training in their departments.

**9/30:** Sheriff Kambish stopped a vehicle for speeding on N. Henson St. Upon contacting the female driver, she told Kambish she could not find her driver's license. The driver gave Kambish her name and

birthdate which he used to get her information from dispatch. Dispatch then informed Kambish the female had a warrant for her arrest from Teller County. Kambish took the female into custody and transported to the Gunnison County Detention Facility.

**Traffic Citations for September:**

<b>Motor Vehicle</b>	<b>OHV</b>
Speeding: 25	Failed to use child seat: 1
Passed in no-pass zone: 2	Carried too many passengers: 1
Disregarded stop sign: 7	Disregarded stop sign: 2
Failed to drive in designated lane: 2	No working head lamps: 1
Improper start from parked: 1	
Drove w/out valid DL: 1	
No proof of insurance: 3	
Improper mountain driving: 1	
No valid registration: 1	



Alexander Mulhall <alexandermulhall@townoflakecity.co>

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## Town Mayor - Board

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**Joe Marshall** <joemarshall2012@gmail.com>

Tue, Sep 27, 2022 at 2:01 PM

To: "alexandermulhall@townoflakecity.co" <alexandermulhall@townoflakecity.co>

Nightly rental at 512 Water st,..my complaint of extreme noise and ATV and jeep traffic next to my house at 518 Water. also a very bright yard light which is left on at times 24/7 Maybe the use permit should be renewed yearly..

Thank you  
Joe Marshall  
box 45  
Lake [city.co](http://city.co)

**TOWN OF LAKE CITY**  
**BOARD OF TRUSTEES**  
**ORDINANCE NO. 2022-007**

**AN ORDINANCE AMENDING SECTION 16-42 OF THE LAKE CITY TOWN CODE AND THE TOWN FEE SCHEDULE REGARDING FOOD TRUCK**

**WHEREAS**, the Board of Trustees of the Town of Lake City, Colorado (the "Board"), pursuant to Colorado Statute is vested with the authority of administering the affairs of the Town of Lake City, Colorado (the "Town"); and

**WHEREAS**, the Town of Lake City Town Municipal Code (the "Code") sets forth requirements and procedures regarding mobile vendors including mobile food vendors ("Food Trucks"); and

**WHEREAS**, the Board has been approached by potential Food Truck vendors who desire to sell food from mobile vehicles within the Town; and

**WHEREAS**, the Board held a public hearing and received public comment from citizens, Food Truck vendors, and in Town restaurant owners regarding permitting Food Truck vendors within the Town; and

**WHEREAS**, the Board finds it is in the interest of the Citizens of Lake City as well as the restaurant and related food business owners of the Town to balance the costs, including taxes, rent, and maintenance of real property required for a traditional restaurant, with the avoidance of the same costs for Food Trucks through a permitting and regulating scheme; and

**WHEREAS**, the Board desires to amend the Town Code regarding mobile vendors to more specifically address Mobile Food Vendors and establish permits and regulations for the same.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY AS FOLLOWS:**

1. Section 16-42 of the Lake City Municipal Code shall be amended with the removal of strikethrough language and the addition of bold underlined language to read in its entirety as follows:  
Sec. 16-42. – Permit required.

It shall be unlawful to sell or offer any goods, services, or things for sale within the town from any "motor vehicle," "trailer," "utility trailer," or "trailer coach," as such terms are defined by state law, without a permit issued by the board of trustees. **Mobile Food Vendors shall only be permitted in accordance with the regulations set forth by the Board of Trustees and maintained by the Town Clerk. Such Mobile Food Vendors regulations may be amended from time-to-time resolution of the Board of Trustees, and in strict compliance with all Colorado Department of Health and Environment policies, rules, and regulations.**

2. The Town Fee Schedule shall be amended with the addition of a Mobile Food Vendor Permit cost of \$4,000.00 per year.

3. The Town Fee Schedule shall be further amended with the addition of a Mobile Food Vendor City Property lease cost of \$500.00 per month.

4. Validity. If any part of this ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have approved this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

5. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent collection of any fees assessed pursuant to the provisions of any ordinance hereby repealed prior to the taking effect of this ordinance.

INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

Votes Approving: \_\_\_\_\_

Votes Opposed: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstained: \_\_\_\_\_

ATTEST: BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO

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

Alexander Mulhall Town Clerk

Dave Roberts Mayor

## **Mobile Food Vendor Regulations**

1. It shall be unlawful for any person or entity to sell or offer any food item for sale from a motor vehicle, trailer, utility trailer, trailer coach, or similar vehicle without first obtaining a Mobile Food Vendor Permit (hereinafter "MFVP") pursuant to these Mobile Food Vendor Regulations.
2. Any applicant for a MFVP must provide the Town of Lake City with written notice from the Colorado Department of Health and Environment or the Hinsdale County Health Department of the applicant's compliance with any and all health standards, regulations, and requirements for operating such mobile food vehicle.
3. The Town shall allow a maximum of two (2) MFVP within the Town limits at any time.
4. MVFP applicants will be selected via a lottery once a complete application is submitted including proof of compliance with all health standard requirements.
5. MVFP shall be \$4,000.00 per year and shall renew annually on January 1. 6. MVFP may only be operated on at the following locations:
  - a. Memorial Park
  - b. Pumphouse Park
  - c. Ski Hill
7. MVFP locations are all owned by the Town. In order to operate a MVFP, the MVFP Vendor must enter into a non-exclusive lease of the location with the Town at a cost of five hundred dollars (\$500.00) per month.

PROGRAM PARTICIPATION AGREEMENT  
**CHFA Small-Scale Housing Technical Assistance Program**

THIS PROGRAM PARTICIPATION AGREEMENT (this “Agreement”) is dated effective as of September 23, 2022 (the “Effective Date”) by and among: Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado (“CHFA”); Reinen Consultants LLC, a Colorado limited liability company (“Reinen”), and Williford, LLC, a Colorado limited liability company (“Williford” together with Reinen are, collectively, the “Consultants”); and Town of Lake City, a Colorado nonprofit corporation with offices at 230 North Bluff Street, Lake City, Colorado 81235 (the “Project Sponsor”). CHFA, Consultants and Project Sponsor are also referred to in this Agreement each as a “Party” and, collectively, the “Parties”.

RECITALS

- A. Project Sponsor has requested and been selected by CHFA to participate in CHFA’s small-scale housing technical assistance program (the “Program”).
- B. The Program is intended to help catalyze small-scale affordable housing developments by, in part, providing access to housing consultants selected by CHFA, for affordable housing planning and development technical assistance services.
- C. The Parties desire to enter into this Agreement to set forth the terms and understanding in connection with the services to be provided to Project Sponsor under the Program (the “Services”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Program Description.**

- (a) Under the Program, CHFA will match Project Sponsor with the Consultants, to help further the Project Sponsor’s efforts with a small-scale affordable housing development in a community in Colorado. For purposes of this Program, a community includes a neighborhood, city, county, or region of any size, provided such community is within Colorado. CHFA will, taking into consideration the Project Sponsor’s technical assistance needs, pair the Project Sponsor with the consultant(s) of CHFA’s choice in furtherance of the goal of making significant progress towards an actionable affordable housing plan, project, or initiative in Colorado (the “Project”).
- (b) The Services will be available from the Effective Date and ending on the earlier of: i) the date on which the Services as detailed on Exhibit A are completed, or ii) January 31, 2023 (the “Consultant Period”) and will be provided to Project Sponsor during such period free of charge.
- (c) Progress will be assessed through regular calls or meetings by and among the Parties and a final Project report will be submitted by the Project Sponsor to CHFA, in a form acceptable to CHFA, promptly at the end of the Consulting Period.
- (d) Ineligible Pre-development Activities. Notwithstanding if the Project Sponsor may

determine any or all of the following as necessary or otherwise authorized in connection with the Project, the Services may not be used for any of the following:

- i. Any direct or indirect work or expenses associated with a site/parcel rezoning application, including community engagement or outreach;
- ii. Application fees for land use or development approval including, but not limited to, site development plan, building permit, etc.;
- iii. Activities not intended to provide long-term housing affordability;
- iv. Direct or indirect compensation or reimbursement to the Project Sponsor for services rendered or work product; or
- v. Political activities including, but not limited to, state, local, or federal lobbying, candidate, or issue campaign activities or contributions.

2. **Project Manager.**

- (a) The Project Sponsor will designate a project manager to be the Project Sponsor's authorized, point of contact for the Project throughout the Consulting Period (the "Project Manager"). The Project Manager will be fully authorized to act and make any and all decisions on the Project Sponsor's behalf in connection with the Project. CHFA and Consultants may fully rely on any and all statements, representations and communications from the Project Manager in connection with the Project, and the Project Manager will be responsible for all communications to CHFA and Consultants in connection with the Project.
- (b) **The initial Project Manager is the individual named under Project Sponsor's contact information for notices (see Section 13.(c)) below.** Project Sponsor shall promptly notify the other Parties as to any change in the Project Manager as soon as possible, but not later than five (5) business days following such change.

3. **Project Sponsor Responsibilities.** Below are Project Sponsor's responsibilities under this Agreement.

- (a) Taking into consideration Project needs, work with CHFA and Consultants to define the Services, however, CHFA will make the final determination as to the scope of the Services. The Project Sponsor will coordinate, lead or participate in Project meetings, obtain community and other Project-related information, provide housing project input to meet the communities' needs and other activities to maximize the impact of the Services provided under this Program.
- (b) Cooperate with the Consultants and CHFA in connection with the Services including, but not limited to, Project meetings to coordinate work and maximize communication among the Parties.

- (c) Lead and conduct any and all neighborhood and community conversations and engagement. It is the Project Sponsor's responsibility to work closely with the community including, but not limited to, the monitoring of the Project's progress, answering community questions, managing costs and payments for the Project and problem-solving challenges related to the Project.
  - (d) Provide ongoing communication and updates to CHFA and Consultants, as appropriate, as to the Project including community engagement.
  - (e) To the extent legally permissible, provide CHFA any reports or documentation relating to the Services or Project, as CHFA may request from time to time.
4. **CHFA Responsibilities.** Below are CHFA's responsibilities under this Agreement.
- (a) Share Project-related information to the Consultants or Project Sponsor which CHFA deems appropriate and helpful in a timely manner to help move the Project forward.
  - (b) Inform the Project Manager if CHFA, in its sole discretion, has determined the Consultants relationship is not working, or there is a need to modify the Services. If CHFA determines, in its sole discretion, that any of the original Consultants' engagement is not a good fit, CHFA reserves the right to discontinue the Services and, upon notice to Project Sponsor, terminate this Agreement.
5. **Consultants Responsibilities.** Below are Consultants' responsibilities under this Agreement.
- (a) Provide Services as described on Exhibit A.
  - (b) Provide ongoing communication and updates to CHFA and Project Sponsor and attend Project-related meetings and calls with CHFA and Project Sponsor in connection with the provisions of Services.
  - (c) To the extent legally permissible, provide CHFA any reports or documentation relating to the Services or Project, as CHFA may request from time to time.
6. **No Representations or Warranties.** Project Sponsor understands and agrees that CHFA's and Consultants' respective roles and responsibilities in connection with the Project under the Program are limited to those specified under this Agreement. Nothing in this Agreement or any part of the Services is, nor should be interpreted as, legal advice, as neither CHFA nor Consultants will provide any legal advice to Project Sponsor including in connection with the Project or this Agreement. Project Sponsor is fully responsible for seeking its own legal, tax, accounting or other professional services advice, if and as needed. Neither CHFA nor Consultants make any representations or warranties as to the Services or the Project including, but not limited to: the completion or success of Project or the appropriateness, suitability, accuracy or benefits of the Services. Project Sponsor assumes any and all risks in connection with its use of the Services.

7. **Additional Funding and Program Costs.**

- (a) **Additional Funding.** CHFA may, in its sole discretion, but is no one way obligated to, expand the Program to offer grants or other funds under this Program (the “Program Funds”). If CHFA offers any such Program Funds, CHFA currently anticipates that those interested will need to separately apply for and be selected by CHFA to receive such Program Funds, subject to applicable terms and conditions, regardless of whether they are or were approved to receive the services of the Consultants under the Program. Notwithstanding the foregoing, CHFA is under no obligation to offer Program Funds and Project Sponsor should not rely on the availability any such funding. For avoidance of doubt, this Agreement including this Section 7(a) relates solely to the Program (defined above) and not to any other CHFA programs.
- (b) **Additional Program Costs.** Program Sponsor understands and acknowledges the resources CHFA and Consultants are respectively providing to the Project Sponsor for the Project are limited to the Services specified under this Agreement. Project Sponsor is fully responsible for obtaining any additional support, whether financial, professional or otherwise, that it deems necessary and appropriate in connection with the Project.
8. **Agreement Term.** Unless earlier terminated in accordance with its terms, this Agreement will terminate at the end of the Consultant Period. This Agreement will not renew automatically. Sections 6, 8, 9, 10, 11, 12 and 13 of this Agreement shall survive its termination.
9. **Limitation of Liability.** Neither CHFA nor Consultants shall be liable for loss, damage, claims, demands, suits, proceedings, actions, costs, and expenses that results from the Services (collectively, the “Liabilities”) including, but not limited to, for the Project Sponsor’s or Project Manager’s failure to comply with the Agreement terms. Project Sponsor agrees to defend, indemnify and hold CHFA, Consultants and each of their respective directors, officers, employees, representatives and agents harmless from and against any claims, actions, demands, suits, proceedings, losses, damages, costs and expenses, including, without limitation, attorneys’ fees arising from or relating to the Services.
10. **Termination.** CHFA or Project Sponsor may terminate this Agreement, for any reason, upon at least 30 days’ written notice to the other. In addition, if CHFA determines, in its sole discretion, that any of the Services provided to Project Sponsor are not used in accordance with this Agreement or that Project Sponsor is otherwise not in full compliance with this Agreement, then CHFA may, in its sole discretion, upon and in accordance with written notice from CHFA: a) immediately terminate this Agreement, including the Services; or b) immediately suspend Services until any issues or concerns relating to the use of the Services or this Agreement are fully addressed to CHFA’s satisfaction.
11. **Publications.** Project Sponsor and Consultants agree that CHFA may share including, but not limited to, in CHFA publications any information, descriptions, photos, reports,

and/or outcomes relating to the Project and/or Services by means of any medium of communication, without notice or compensation to Project Sponsor. These may include, but are not limited to: community reports, video presentations, news bulletins, placement on CHFA's websites, CHFA's social media pages, as well as other means of delivery or publications. CHFA is not responsible or liable for any further or subsequent distribution of such publications.

12. **Use of CHFA Name, Logos, and Trademarks.** Nothing in this Agreement gives Project Sponsor or Consultants the right to use CHFA's name, logo(s) or trademark(s) and CHFA is under no obligation to permit such use. Prior to any use in any medium of CHFA's name, logo(s) and/or trademark(s) by or on behalf of Program Sponsor or Consultants including, but not limited to, either of those Parties' respective websites, in marketing literature, press releases, newsletter articles, and/ blog posts, each Party must first obtain CHFA's prior written consent to such use including CHFA's review and approval of the final form of such use. Notwithstanding the foregoing, CHFA may at any time, upon notice to Program Sponsor and/or Consultants, as applicable, withdraw any prior approval of the use of CHFA's name, logo(s) and/or trademark(s) and Program Sponsor and/or Consultants, as applicable, shall thereafter take reasonable steps to promptly cease its use thereof.

13. **Miscellaneous.**

- (a) **Relationship of Parties.** Each Party and its respective employees, officers, directors, representatives and agents are at all times acting and performing separately and independently of the other Parties and are in no way or manner to represent themselves as employees, officers, directors, representatives and agents of the other Parties. This Agreement shall not create a joint venture, partnership, or relationship of principal and agent or employer and employee between or among the Parties.
- (b) **Legal Review.** Each Party has had the opportunity for their respective legal counsel to review and fully address any of such Party's questions or concerns relating to this Agreement.
- (c) **Notice.** All notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given: (i) when received if given in person; (ii) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid; (iii) one day after being deposited with a reputable overnight courier; or (iv) by electronic transmission at the email address provided below, with written confirmation of receipt. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address indicated below.

If to CHFA: Colorado Housing and Finance Authority  
1981 Blake Street  
Denver, CO 80202  
Attention: Director, Marketing and Community Relations  
Email: [jfrancis@chfainfo.com](mailto:jfrancis@chfainfo.com)

If to Consultant: Williford LLC  
P.O. Box 941  
Crested Butte, CO 81224  
Attn: Willa Williford  
Email: [willa@willifordhousing.com](mailto:willa@willifordhousing.com)

Reinen Consultants LLC  
1801 Wynkoop Street, #508  
Denver, CO 80202  
Attn: Tim Reinen  
Email: [tim@reinenconsulting.com](mailto:tim@reinenconsulting.com)

If to Project Sponsor\*: Town of Lake City  
P.O. Box 544  
Lake City, Colorado 81235  
Attn: Michelle Pierce  
Email: [michellepierce@centurytel.net](mailto:michellepierce@centurytel.net)

\*Unless Project Sponsor notifies the other Parties in writing otherwise, the Project Sponsor's contact information (above) shall also be deemed that of the Project Manager.

- (d) Amendment. This Agreement may be amended only by a writing signed by all of the Parties and shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
- (e) Assignment. No Party may assign their rights under this Agreement to any third party without the prior written consent of the other Parties.
- (f) Severability. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- (g) Confidentiality. To the extent legally permissible, the Project Sponsor and Consultants shall keep the terms of this Agreement confidential.
- (h) CORA. As a political subdivision of the State of Colorado, CHFA is subject to the Colorado Open Records Act (CORA) C.R.S. §§ 24-72-201, et seq., which requires

CHFA to permit inspection and copying of public records. The Parties should be aware that documents submitted to CHFA pursuant to this Agreement may be subject to inspection by the public.

- (i) Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Colorado, excluding its conflicts of law provisions. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver, and each Party irrevocably submits and consents to the exclusive personal jurisdiction of the courts located in the City and County of Denver. The Parties agree to waive the right to a trial before a jury.
- (j) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement. In addition, Project Sponsor shall have no legal or equitable right, benefit or remedy of any nature under or by reason of any contract which CHFA and any of the Consultants may have or may in the future enter into regarding the Services.
- (k) Counterpart Signatures. This Agreement may be executed on separate counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.
- (l) Electronic Signatures. The electronic signatures of the Parties included in this Agreement, in any form, is intended to authenticate this writing, bind it hereto, and to otherwise have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original form of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date.

**CHFA:  
Colorado Housing and Finance Authority**

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

Title: \_\_\_\_\_

Name: \_\_\_\_\_

**CONSULTANTS:  
Reinen Consultants LLC**

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

Title: \_\_\_\_\_

Name: \_\_\_\_\_

**Williford, LLC**

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

Title: \_\_\_\_\_

Name: \_\_\_\_\_

**PROJECT SPONSOR:  
Town of Lake City**

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

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Schedule A  
Description of Services

**Hinsdale County - Lake City, CO**

T.A. PRIMARY POINT OF CONTACT: Willa Williford ([willa@willifordhousing.com](mailto:willa@willifordhousing.com)), Tim Reinen ([tim@reinenconsulting.com](mailto:tim@reinenconsulting.com))

SPONSOR CONTACT: Michelle Pierce - Town of Lake City consultant

PROJECT PROGRAM (subject to change): Concept Plans, Financial Modeling, funding sources, matchmaking

PROJECT PROGRAM/ NARRATIVE:

The Technical Assistance Team shall work directly with the project sponsor(s) to translate stakeholder voice into a community beneficial action plan (*as clarified in the S.H.I.P. guidelines*) and a feasible concept plan. Project analysis and activities will generally consist of initial concept design or masterplanning, financial viability or modeling, and a recommended action plan to advance the project.

Concept design may include initial setup of the project model, site plan, floor plans, or exterior renderings to show the overall concept design of the project. A maximum of two alternative initial design options will be provided in the early stages of this phase of work relating to site exploration and potential selection. Financial analysis may include recommendations for funding opportunities, initial project financial modeling, and/ or matchmaking with partners and funders. A final action plan (*or report*) will be submitted to the project sponsor recommending a course of action aligning with initial program objectives. Below is an itemized list of activities that align with project needs, however, are subject to change based on project requirements.

ITEMIZED SCOPE OF WORK:

TOTAL T.A. HOURS ALLOTTED: 100 Hours (*Not to exceed*)

TASK NUMBER	TASK TITLE
<b>1</b>	<b>Stakeholder Meetings and Site Visits</b>
1.1	Stakeholder Meeting Preparation
1.2	Stakeholder Meeting/ Charrette/ Measure
<b>2</b>	<b>Concept Design and Masterplanning</b>
2.1	Program Research & Site Viability
2.2	Concept Design and Masterplanning
<b>3</b>	<b>Project Financing and Action Plan</b>
3.1	Matchmaking Funders
3.2	Prelim Financial Model
3.3	RFP for potential partners
<b>4</b>	<b>Reporting</b>
4.1	Final Action Plan creation & graphics