BOT Regular Workshop and Meeting 10/18/2023 at 6:00pm

Town of Lake City
Oct 18, 2023 at 6:00 PM MDT to Oct 18, 2023 at 8:00 PM MDT
230 N. Bluff Street Armory Multi-Purpose Room

Agenda

I. Regular Workshop - 6:00pm

- **A. Discuss Sewer Sampling and Impact on WWTP and Sewer Rate Structure**
- **B. Discuss WWTP Renovation Project**
- **C. Discuss Statewide Internet Portal Authority Agreement**
- **D. Discuss Letter of Support for GCEA $5 Million Grant Application for the Department of Energy's Energy for Rural America Program**
- **E. Discuss Red Cross Facility Use Agreement**
- **F. Discuss 2024 Fee Schedule**

II. Regular Meeting - 7:00pm

- **A. Call to Order**
- **B. Roll Call**
- **C. Minutes 10/04/2023**
- **D. Bills Payable 10/18/2023**
- **E. Committee Reports**
  1. **Lake San Cristobal Water Activity Enterprise (Woods)**
  2. **Gunnison Basin Roundtable (Woods)**
  3. **Historic Preservation Commission (Fox)**
  4. **Chamber of Commerce (Kendall)**
  5. **Marketing Committee (Bruce)**
  6. **MAC Committee (Bruce)**
  7. **DIRT (Hamel)**
  8. **High Alpine Region Team (Woods)**
  9. **Region 10 (Roberts/Hamel)**
  10. **Planning and Zoning Commission (Pierce)**
  11. **Town Manager/Treasurer Report (Mulhall)**
  12. **Legal Update (Krob)**
  13. **Mayor/Trustee Reports**
- **F. Correspondence Received**
- **G. Citizen Communications**

H. Additions to the Agenda

1. **Discussion and Possible Action to Approve Energy Impact Assistance Fund Grant Application for Asset Inventory and Capital Improvements Plan**

I. Action Items

1. **Discussion and Possible Action to Approve Statewide Internet Portal Authority Agreement**
2. **Discussion and Possible Action to Approve Letter of Support for GCEA $5 Million Grant Application for the Department of Energy's Energy for Rural America Program**
3. **Discussion and Possible Action to Approve Red Cross Facility Use Agreement**
4. **Discussion and Possible Action to Hire Michelle Pierce For No More Than 4 Hours Per Month as a Consultant to Review Payroll, Bills Payable, and Bank Reconciliations**

Lake City
Wastewater Treatment
Loading

Domestic Wastewater Strength

	Typical Strength	Lake City Influent
• BOD	250 – 300	500-600
• TSS	200 – 300	100-150
• Ammonia	+/- 30	40-50+
• TKN	+/- 60	60-100+

Note Lake City data is for summer and fall. Winter and spring are more in line with the typical strengths

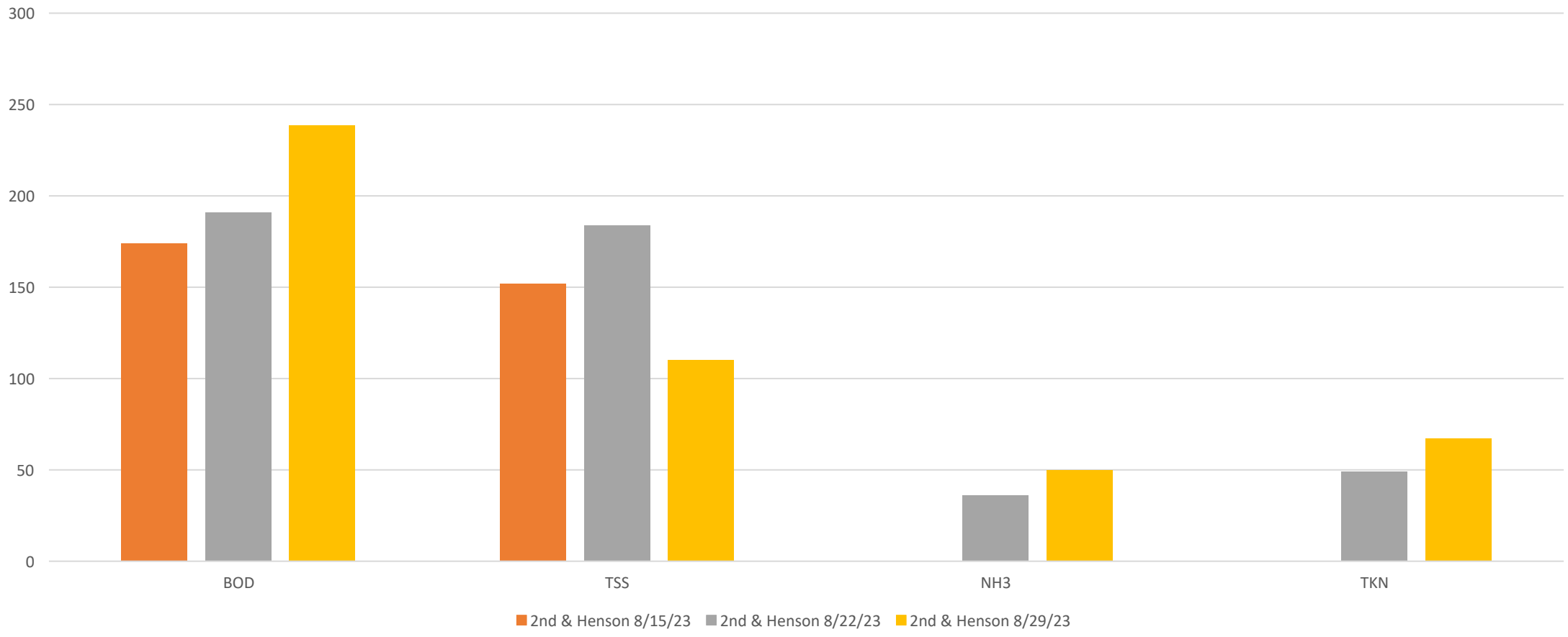
Manhole Sampling

- Typically dischargers of non domestic waste have a sampling manhole before where the quality and quantity of the sewage can be monitored.
- That provides the ability to determine the discharger’s impact
- Lake City testing was done at manhole close to the businesses suspected of very strong wastewater
- In some cases there were only a few other dischargers to the manhole and in others there was consider dilution

Location	Date	BOD	TSS	NH3	TKN
2nd & Henson	8/15/23	174	152		
2nd & Henson	8/22/23	191	184	35.9	49.2
2nd & Henson	8/29/23	238.5	110	49.9	67.3
7th & Bluff	8/17/23	269.3	220		
7th & Bluff	8/24/23	377.5	218	117	134
7th & Bluff	8/31/23	568	206	67.2	124
7th & Bluff	9/7/23	273.8	150	92.6	109
7th & Bluff	9/13/23	303	326	41.8	88.1
7th & Bluff	9/21/23	346	280	25.9	53.1
7th & Bluff	9/26/23	445.9	258	74.6	103
S Gunnison	9/6/23	460	202	235	262
S Gunnison	9/14/23	433.5	466	102	128
S Gunnison	9/21/23	574	792	106	129
4th and Silver	9/12/23	340.9	120	48.8	81.3
4th and Silver	9/20/23	523	5994	55.3	84.7
4th and Silver	9/26/23	528.1	626	54.4	84.2
4th and Silver	10/3/23	507	586	20.1	1
Plant Influent	8/7/23	656	208	53.7	68.9
Plant Influent	8/21/23	541	118	41.1	60.4
Plant Influent	8/29/23	233	119	43.2	56
Plant Influent	9/12/23	480	144	52.4	105

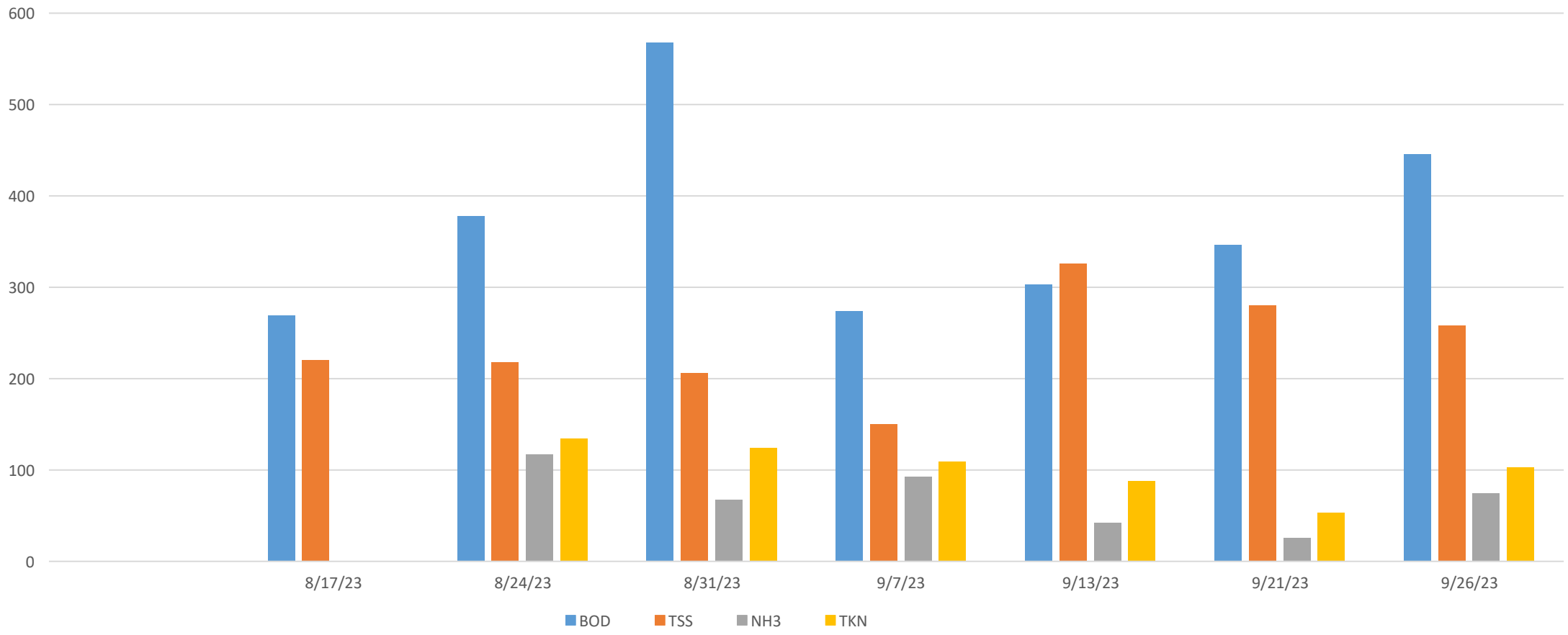
Henson and 2nd

(most of Wade's Addition diluted this RV park)



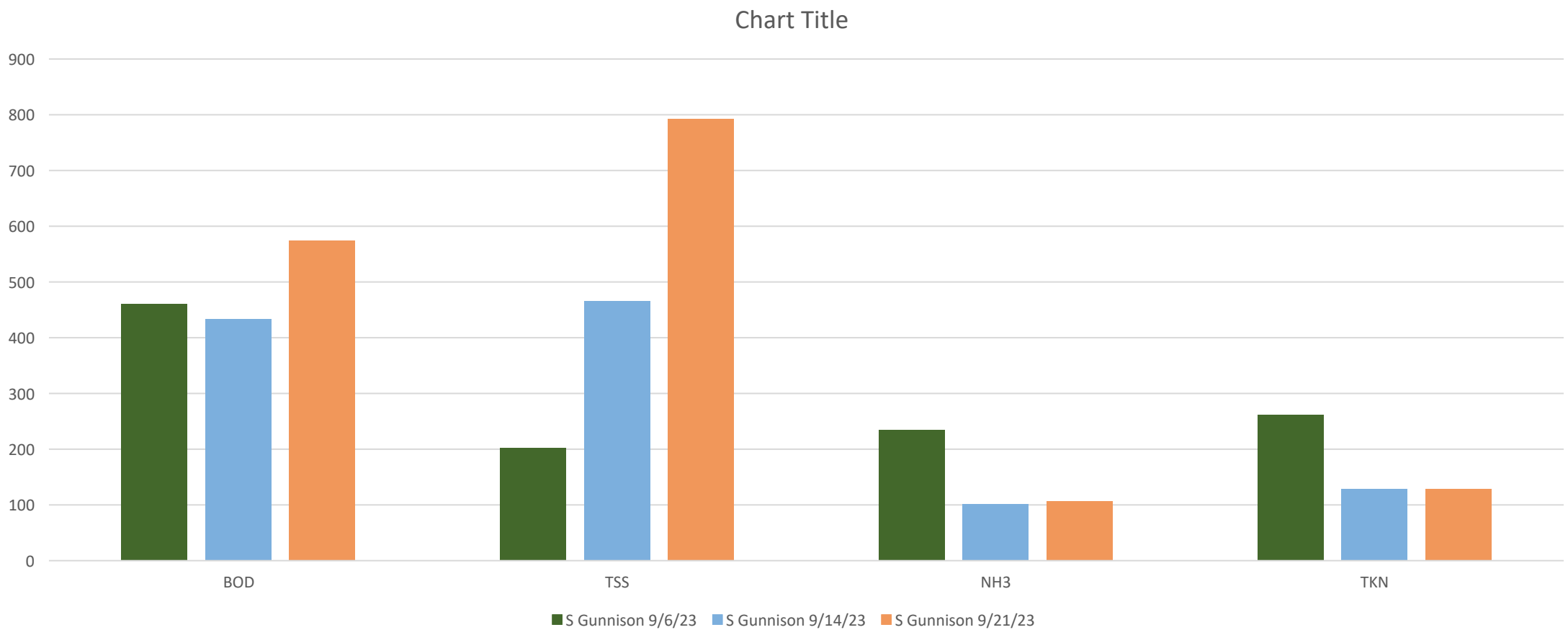
7th and Bluff

(dilution for a number of users other than the RV park)



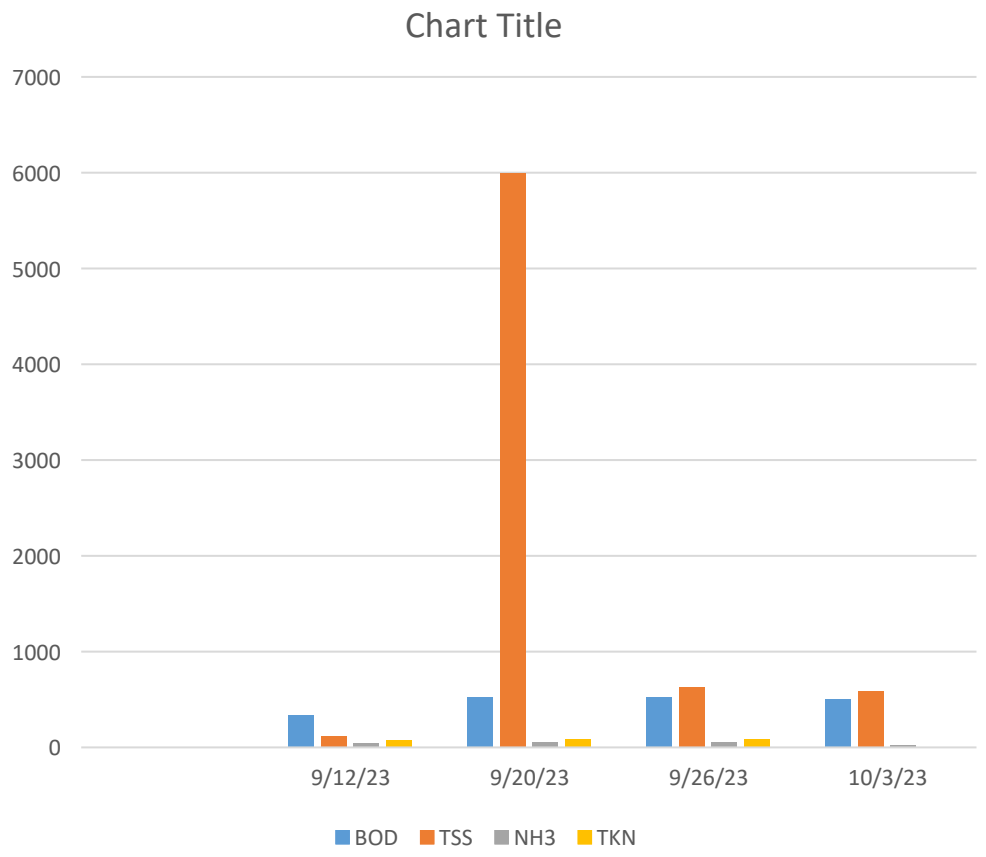
S. Gunnison

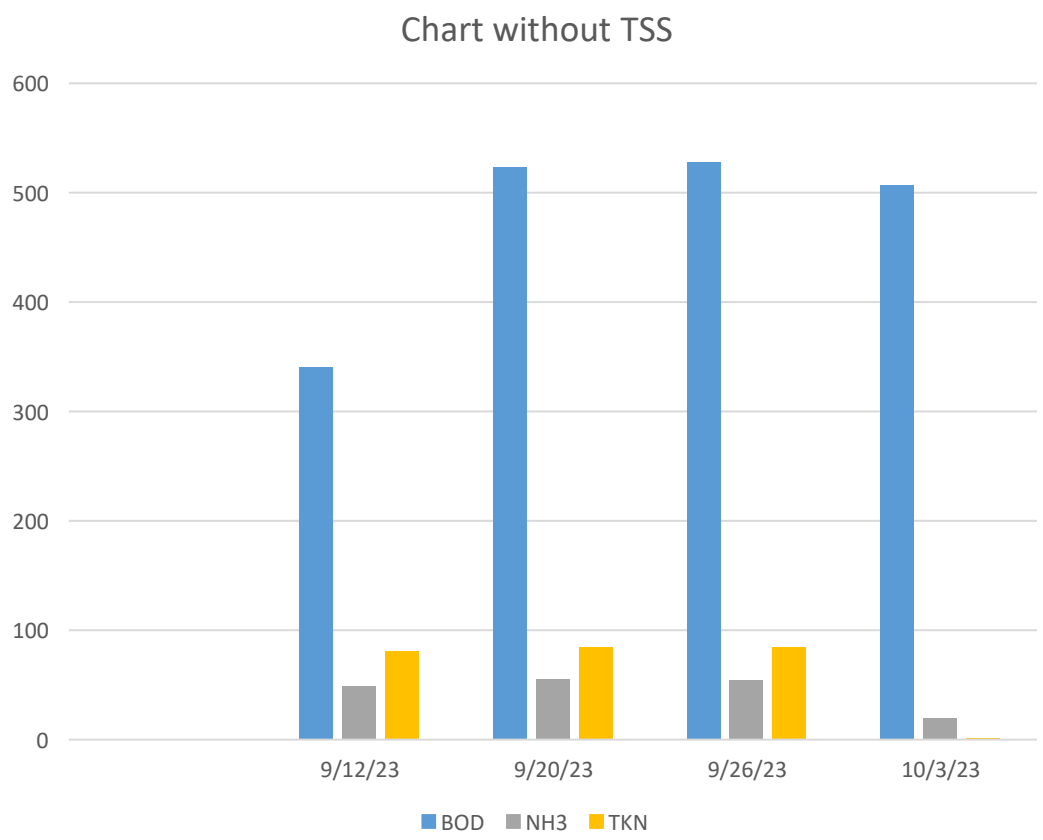
(mostly the discharge from the RV Park)



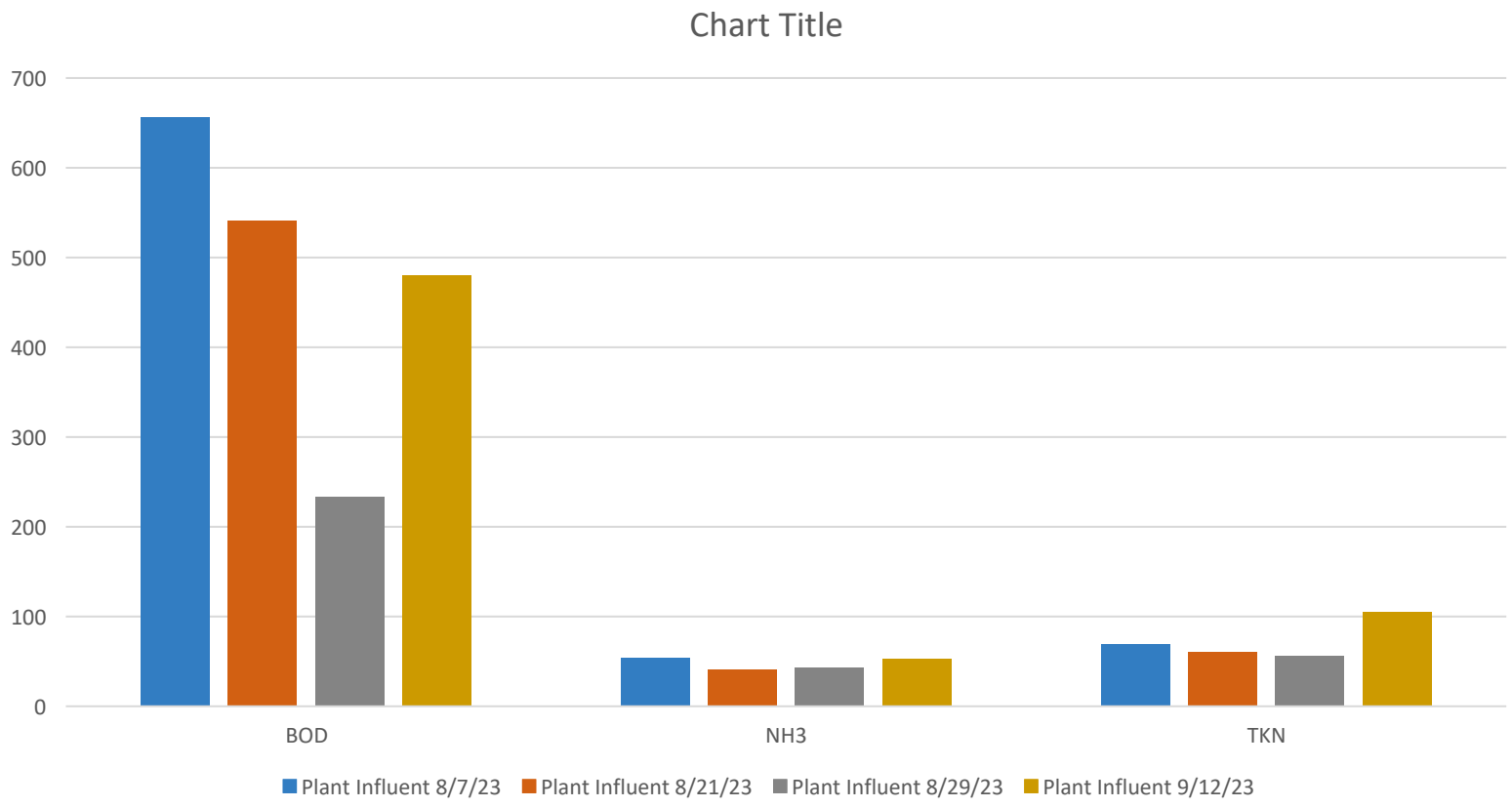
4th and Silver

Includes businesses, restaurants, bars, and brewery
(Note the spike in TSS in the left chart)





Plant Influent



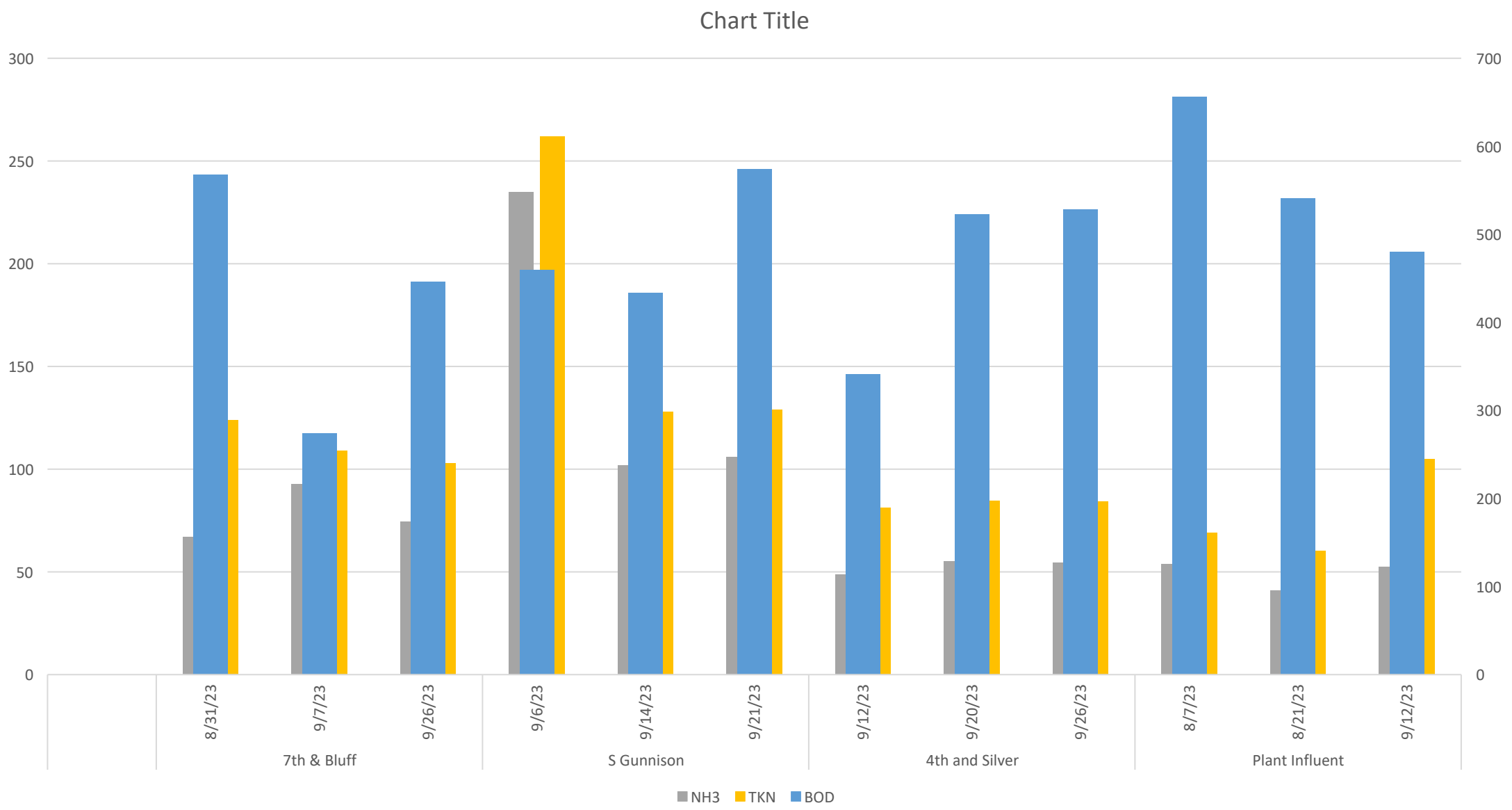


Chart Title
300
250
200
150
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8/31/23
9/7/23
9/26/23
9/6/23
9/14/23
9/21/23
9/12/23
9/20/23
9/26/23
8/7/23
8/21/23
9/12/23
7th & Bluff
S Gunnison
4th and Silver
Plant Influent
NH3
TKN
BOD

RV Park data from published sources

Table 4. RV Dump Station Wastewater Concentrations vs. RV Holding Tank Treatment Product Concentrations

RV Dump Station Wastewater Concentrations vs. RV Holding Tank Treatment Product Concentrations							
	Previous RV Data (See **Table 1**)						
	Park A	Park B	Typical Domestic Effluent	Happy Campers	Aqua-Kem	Walex-Porta Pak	Walex-Bio Pak
Wastewater Concentrations (mg/L)							
Biochemical Oxygen Demand (BOD)	1280	1530	140-200*	<1	1209	55	23
Chemical Oxygen Demand (COD)	NA	NA	389***	6	2738	121	46
Total Suspended Solids (TTS)	230	92	50-100*	6	1	3	6
Chloride	395	372	18***	5	6	8	5
Total Phosphorus	56.4	85.5	6-12**	<1	<1	4.7	57.5
Total Kjeldahl Nitrogen (TKN)	769	757	60***	<1	<1	1	<1
pH****	NA	NA	7.3***	5.2	5.7	6.3	6.1

*USEPA (2002) **Siegrist (2017) ***Lowe (2009) **** Not adjusted for 40 gallons

Brewery Waste

- Depends on the brewing process and what waste streams are directed to the sewer.
- Large range of values depending on the results. Could result in the 5000 TSS observed in one sample. BOD can be over 1,000 mg/l.

Hotchkiss (derived from Delta)	
Schools, Medical Clinics, Laundry, Hairdressers,	500
Quick Stops w/food handling, but no processing or grease	550
Grocery Stores w/food handling or processing, Service Stations, Dental Offices	600
Restaurants w/grease taps & w/o bars, Car Washes, Funeral Homes	750
Restaurants w/bars & grease traps, Bars, Assembly Halls,Restaurants w/o grease traps, Hotchkiss Meats	950
Restaurants w/bars & w/o grease traps	1100
Non-Residential w/normal strength sewage - offices, motels, retail stores	250

CONSOLIDATED
CONSULTING
SERVICES

Staff Report

SUBJECT: Wastewater Update Prepared by: Joanne Fagan

Date: October 16, 2023

Given the limited availability of concrete, staff has been looking at options that would not require a concrete basin to treat ammonia (NH3). The options that look the most promising are some fabric fixed films that are suspended in the lagoons. In discussions over the last few weeks with both suppliers and CDPHE, the option of using fixed film options for both BOD and NH3 removal was suggested. We prepared the attached pro con for three options:

MBBR – Triplepoint
Fixed Film for NH3 Removal – Wavtex
Fixed Film for BOD and NH3 Removal - Wavtex

The Triplepoint Moving Bed Reactor (MBBR) requires a concrete basin that would require about 170 cy of concrete. Triplepoint suggested that we consider prefab concrete walls or a steel basin. The prefab walls would reduce the height of the basin, increase the footprint, and reduce the aeration efficiency. The steel basin has the same challenges as the prefab concrete plus to keep the plant gravity flow, the steel basin would need to sit in a hole that would be too deep to drain by gravity. Given those challenges, staff feels that the MBBR is not practical especially given that US 50 will still be under construction next year.

Fixed film options can be used for just NH3 removal or for BOD and NH3 removal. The particular option we are considering is Wavtex by Entex. It comes in modules that can be sized to the situation and sit on the floor of the ponds. Aeration for the biological growth on the film is integral with the module which is about about 6’ x 10’ x 11’ tall. The option that would just remove NH3 would not require any significant changes to the existing design plans. It would require an updated review from CDPHE, though the in pond biofilm would be classified as a submerged biological contactor for ammonia removal and we would just need to demonstrate that it meets the necessary design criteria using data from Entex.

Using the fixed film for both BOD and NH3 if approved by CDPHE would allow the plant foot print to be reduced. See the attached exist + bod nh3 graphic which shows the current plant topography in yellow and the proposed perimeter if the film is used just for NH3 removal and if the film was used for BOD removal as well. In the discussions with CDPHE, it sounds using film for both treatment needs may be classified as an alternative technology and require additional performance data to convince CDPHE it would work, although it looks to me like it would still fall under the submerged bio contactor design criteria.

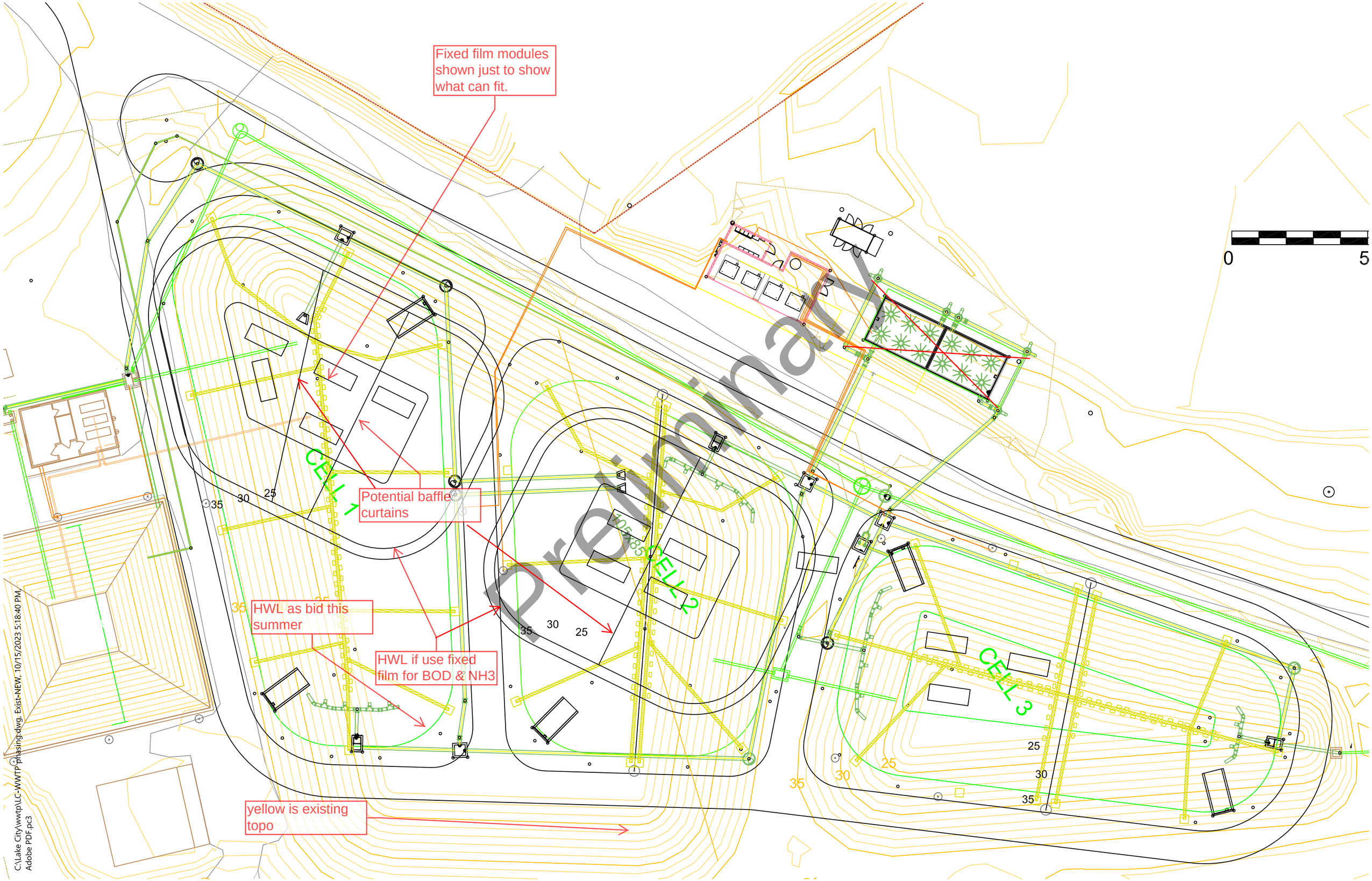
Reducing the footprint would allow for some space for either public works uses or for other treatment unit processes as needed over time. On the other hand it would likely take more time to get through all the CDPHE processes and it will take CCS some time to update the design documents. We don’t have all the costs for both these options, but they look to be similar. The decision from staff’s prospective comes down to the time

it would take to do an updated design and to get approval from CDPHE versus the reduced footprint. A more detailed pro and con of all three options is attached.

Pictures of the fixed film.

Pro Con Draft		Wavtex - Fixed Film BOD + NH3	Wavtex - Fixed Film NH3	Triplept - MBBR
Cost Aeration+NH3+ blowers		$ 1,050,000	$ 900,000	$1.23 mil
Blowers		Price above includes 4 blower, but so far supplied separately.	Price above includes 4 blower, but so far supplied separately	Price includes 4 blower included with the package
Oxygen Provided		Say they meet the needs for their equipment	Say they meet the NH3 needs and can provide what needed for BOD	For BOD list 2600, and more for NH3. Met CDPHE criteria
Heater		50,000	50,000	included in base proposal
Heating		Smaller cells so less heat loss, still challenging to heat.	Harder to heat than water in a smaller basin.	Relatively easy to heat
Alkalinity		Would need to add to lagoons, a little tricky	Would need to add to lagoons, a little tricky	Add to concrete basin - easier
Covers for all cells		Not included	Not included	Cover for nitrox, need to cover pol pond at minimum
Approx Cost to cover		$ 225,000	$ 225,000	$ 225,000
Alkalinity		Not included costs about $30K	Not included costs about $30K	Not included costs about $30K
Aeration		Using a mix of fine and coarse bubble	Using a mix of fine and coarse bubble	Using a mix of fine and coarse bubble
Aeration		Need a crane to remove modules	Need a crane to remove modules	Need a crane to remove aerators
ASCE tested		Waiting for a response	Waiting for a response	Yes
Design changes		Redo ponds and piping for reduced volume, neededmodify magox line locations and removal nitrox basin	Need to modify magox line locations and removal nitrox basin, least changes	If want to allow concrete panels would need to change concrete basin shape
Use of existing Concrete Basin		Not use, use to handle peaks, use as anoxic	Same options	Same options
O&M		Pretty simple	Pretty simple	A little more complicated
Redundancy		Included in the quote	Included in the quote	Included in the quote
NH3		Say they won't need much heat, covers might work, less detention time so might loose less heat, but likely need heat capability	Covers likely needed, smaller heat for back up	Need to add heat in winter or cover
NH3		Fixed media -but heavy aeration keeps it clean.	fixed media -but heavy aeration keeps it clean. 10 yr old system with little need for cleaning	moving media, helps get media in contact with food and water and may help with sloughing
New Concrete needs		None	None	Needs a concrete basin
Estimated Cost for concrete basin		$0.00	$0.00	$350,000

Footprint		Reduces current footprint signficantly, reduces liner more than 10% earthwork more than 20%. Piping might also be reduced a little	Don't need the concrete basin. Ponds and piping remain the same.	Current layout is based on this solution
TIN		Similar to TPE	Similar to TPE	could use existing conc basin as anoxic and reduce TIN a little
Oper Cert		Likely a B	Likely a B	B
References		People are happy. Installed base of muncipal lagoon plants seems small and not as cold as LC. Also have installs in activated sludge plants	People are happy. Installed base of muncipal lagoon plants seems small and not as cold as LC	CDPHE and Westwater say they like triplept. List of installs are all much warmer than LC. Talked to a few positive references
CDPHE Review		Will need to go thru, but CDPHE was open to the technology	Just needs media efficiency approval	Done
Time to advertise		Longest. Need time to design updates and CDPHE review.	Maybe in between or may be the same as BOD +NH3	Shortest. Its already approved to advertise.
Experience		Lagoons - muni and industrial, IFAS	Lagoons - muni and industrial, IFAS	Mix of industrial and small muni.
		Lagoon references go back 10 yrs + and so far positive	Lagoon references go back 10 yrs + and so far positive	Their 1st Nitrox installs start in ~2016, but MBBR been around much longer
Contractor impacts		Will need to install air lines, aerators and modules. Smaller footprint so may take less construction time	Will need to install air lines, aerators and modules	Same scope as Wavtex plus need the concrete basin and to figure out concrete supplier issues
Control of design		Very flexible, offered a series of options	Very flexible, offered a series of options	Reasonably flexible.
Performance Guarantee		Have asked	Have asked	Not providing much
Warranty		Mostly 1 year	Mostly 1 year	Mostly 1 year
Benefits		Reduces plant footprintleavaing space for other uses. Can include all the aeration needed. Could add more modules to easily increase capacity.	Fewer changes to what CDPHE has already approved. Minimal redesign. Can add modules if needed	CDPHE approved. Can be a single suppler for aeration, magox, heat, can incr NH3 capacity with more media
Challenges		It maybe an alt technology and needs CDPHE approval, requires significant redesign, some heating, magox entry. Likely not a single supplier. Lose 75/110 TSS limit.	Separate BOD aeration. Needs some heating, and magox. Some CDPHE re-review	Concrete basin and its costs. maybe more cost for basin if shape changes, also more power and blower capacity if water depth decreased, drop in efficiency with drop in water depth, some redesign. Higher capital cost


Fixed film modules shown just to show what can fit.
Potential baffle curtains
HWL as bid this summer
HWL if use fixed film for BOD & NH3
yellow is existing topo
CELL 1
CELL 2
CELL 3
35
30
25
0
5
Preliminary
C:\Lake City\wwtp\LC-WWTP phasing.dwg, Exist-NEW, 10/15/2023 5:18:40 PM,
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ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN

THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF COLORADO AND

_____.

This Eligible Governmental Entity Agreement ("Agreement") by and between the Colorado Statewide Internet Portal Authority (“SIPA”), and _____ (“EGE”)

(each a “Party” and collectively "Parties"), is made and entered into on this _____ day of _____, 2023.

RECITALS

WHEREAS, SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties; and

WHEREAS, pursuant to § 24-37.7-105 C.R.S., SIPA operates to provide electronic access for members of the public, state agencies, and local governments to electronic information, products, and services; and

WHEREAS, pursuant to §§ 24-37.7-102 and 24-37.7-104, C.R.S., SIPA operates as a political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-37.7-104, SIPA is authorized to enter into agreements and contracts with state agencies and local governments, and all state agencies and local governments are authorized to enter into and do all things necessary to perform any such arrangements or contracts; and

WHEREAS, § 29-1-203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, SIPA provides for the dissemination, sharing, and use of information, products, and services via the internet; and

WHEREAS, neither Party is committing funds or required to perform services as part of this agreement; and

WHEREAS, SIPA has entered into certain contracts with its contractors to operate the Colorado.gov Portal and to provide an array of electronic information, products, and services via the internet (e.g., "Colorado Statewide Internet Portal Authority Portal Integrator Contract with Colorado Interactive, LLC", as may be amended (hereinafter "Master Contract") and "COPE Master Contract With Implementation Contractor to Support SaaS Collaboration, Office Productivity, & Email Solution" (hereinafter "COPE Contract") and other contracts to expand its array of electronic information, products, and services available to EGE; and

WHEREAS, SIPA will provide applications and services to EGE pursuant to Task Orders, Statements of Work, Work Orders; or any agreed-upon documentation under this Agreement; and

WHEREAS, a Task Order, Statement of Work, Work Order, or other agreed-upon documentation will be prepared for each application or service and mutually signed by SIPA and EGE;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in a Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement. As mutually agreed upon in subsequent Work Orders, Task Orders, Statements of Work, or any other agreed-upon documentation under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.

2. SIPA may, with the authorization of EGE, through the Portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information reside, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.

3. SIPA and EGE may enter into Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement shall describe specific Services and/or Applications to be provided to EGE. EGE acknowledges that Services and/or Applications are usually offered by SIPA's contractors. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall cover the purchase of goods and services from SIPA through the use of EGE funds. All Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation involving EGE funds may be approved by the EGE official with authority to execute such agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall contain specific time or performance milestones for SIPA's contractor(s), timelines for

completion of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation, including design specifications and other criteria relevant to the completion of applicable Task Order**s**, Purchase Orders, Statements of Work, or any agreed-upon documentation, criteria and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Task Order**s**, Purchase Orders, Statements of Work, or any agreed-upon documentation.

4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use Contractors to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement.

5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Work Order, Task Order, Statement of Work or any other agreed-upon documentation under this Agreement, will be subject to the terms and conditions of that document.

6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.

7. This Agreement (and related Task Orders, Work Orders, Statements of Work, and agreed-upon documentation) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

8. Neither SIPA nor its contractors have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its contractors shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall at all times be the custodian of records. Neither SIPA nor its contractors shall be deemed to be either the custodian of records or the custodian's agent.

9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile

or email transmission will constitute effective and binding execution and delivery of this Agreement.

10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its contractors protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

11. Miscellaneous Provisions

A. Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA and its agents shall pay when due all required employment taxes and income tax and local head tax on any monies paid by EGE pursuant to this Agreement. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the amount required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

C. Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter

be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

F. Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority

Attn: EGE Administrator

Street Address: 1300 Broadway, Suite 440

City, State, Zip: Denver, CO 80203

Phone: (720) 409-5634

Fax: (720) 409-5642

Email: sipa@cosipa.gov

If to EGE:

Attn:

Street Address:

City, State, Zip:

Phone:

Fax:

Email:

And/or

Attn:

Street Address:

City, State, Zip:

Phone:

Fax:

Email:

And to other address or addresses as the parties may designate in writing.

G: Third Party Beneficiary: EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its contractors under which SIPA provides electronic information, products, and services to EGE, including the Master Contract Section 20.M., as may be amended.

H. Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

_____ Date:_____

Name:

Title:

Entity: Statewide Internet Portal Authority

_____ Date:_____

Name:

Title:

Entity:

Address:

Phone:

Email:

Gmail

Alexander Mulhall <townmanager@townoflakecity.co>

CCCMA + SIPA and Google

Beth Justice <beth@cosipa.gov> Fri, Apr 28, 2023 at 10:55 AM
To: townmanager@townoflakecity.co

Hi Lex,

It was great meeting you at the last CCCMA session. As mentioned, SIPA is an excellent resource for mid-to-small governments to meet your technology needs.

As I mentioned, SIPA holds the state contract with Google and can provide business starter licenses for $46.20 per user per year. We also have websites on colorado.gov, payment processing and online forms.

I've attached our eligible government entity (EGE) agreement to show our auditors that you are a government in Colorado as our statute only allows us to provide services to those sectors.

SIPA also has a micro-grant program that will open on June 1st for you to apply for any public-facing projects you may be implementing this year.

It would be great to meet next week if you're available.

Thanks and safe travels.

Beth

Beth Justice
Sales & Marketing
beth@cosipa.gov
O: (720) 409-5636 | **C**: (720) 209-6006

2023 SIPA EGE Template.pdf
115K

Gmail

Alexander Mulhall <townmanager@townoflakecity.co>

GCEA, Letter of Support Request

Matt Feier <mfeier@gcea.coop> Tue, Oct 3, 2023 at 9:13 AM
To: "townmanager@townoflakecity.co" <townmanager@townoflakecity.co>

Mr. Muhall: GCEA has been encouraged to submit a full application for a $5M grant from the Department of Energy's Energy for Rural America program, for a three-phase line upgrade between our Gunnison area substation and our Lake City area substation. The grant application is due on October 26th. We are proposing to upgrade approximately 51 miles of overhead line, and I have attached our grant pre-application submission to this email for your reference. Because GCEA regularly works with the Town of Lake City to provide critical services to our community, I am seeking a letter of support from the Town of Lake City stating your organization's approval and support for this valuable line upgrade. Should the Town choose to show support for this essential infrastructure improvement project, I have attached a letter of support/commitment template for your use. Please edit however you may see fit and provide supporting responses on your organization's letterhead. Please share this email and attached documents within your organization as necessary, and please reach out with any questions you may have. Thank you for any support your organization may be willing to express and provide. ---Matt

GCEA
POWERING POSSIBILITIES

Matt Feier
Strategy Execution Specialist

mfeier@gcea.coop
(970) 641-7343 Office
(970) 901-2475 Mobile
PO Box 180, Gunnison, CO 81230
www.gcea.coop

2 attachments

GCEA ERA Grant App-Lake City Line Upgrade Letter of Support-Commitment Template-MRF-20230929.docx
14K

3045-2122_GCEA_PreApplication_20230713.pdf
1636K

October 18th, 2023

Matt Feier
Gunnison County Electric Association
Strategy Execution Specialist
37250 Hwy 50 Gunnison, CO 81230

Re: Letter of Support for Lake City Area Power and Resiliency Augmentation Enterprise Project

Dear Mr. Feier:

This letter is in reference to the Gunnison County Electric Association (GCEA) application for DOE New ERA funding for the Lake City Area Power and Resiliency Augmentation Enterprise Project.

Town of Lake City is pleased to confirm its commitment to GCEA in support of this project and its application for DOE funding. We recognize the value and importance of this project, which will enhance system reliability and energy resilience for customers within the GCEA service area while enabling future clean energy delivery.

We commit to supporting the development and implementation of this project by participating in meetings and planning workshops; helping to communicate with stakeholders impacted by and benefitting from project work; and providing information as needed to help GCEA ensure full and timely completion of the project.

The primary point of contact within the Town of Lake City for this project is:

Alexander Mulhall
Town Manager
230 N. Bluff Street
PO Box 544
Lake City Colorado, 81235
970-964-7689
Townmanger@townoflakecity.co

We look forward to working together with GCEA to successfully implement this important project for the benefit of our community.

Sincerely,

Dave Roberts
Mayor

Gmail

Alexander Mulhall <townmanager@townoflakecity.co>

Red Cross Facility Use Agreement

Phil Graham <EM@hinsdalecountycolorado.us> Fri, Oct 6, 2023 at 2:39 PM
To: Alexander Mulhall <townmanager@townoflakecity.co>

[*** This email originated from outside Hinsdale County - PLEASE USE CAUTION OPENING LINKS, ATTACHMENTS OR REPLYING ***]

Lex, I just spoke with Courtney and have things figured out. The short answer is we do not have to have an agreement in place in order to receive support from the Red Cross during a disaster. Basically, if you guys do not sign this agreement, the armory would come off of their national list, they wouldn't reach out regularly to ensure that contact information is up-to-date, but all of the supplies that they have stored there would need to either be returned or they would need to sign a simple storage agreement in order to leave that equipment there.

I'm not sure if the board truly had reservations, or if they just wanted my opinion, but; there are never any costs with this agreement, if we don't sign the agreement they will still come and support us and just sign an agreement at the time of need. So really, our options are not sign an agreement and call them when needed or at least sign a storage agreement so that if something happened, our local team could at least get something started while they were mobilized, and an agreement was worked out.

Let me know if you have any other questions or need anything else clarified. We appreciate your continued partnership Lex!

Respectfully,

Phil Graham
Director
Hinsdale County Office of Emergency Management
303-641-8792
em@hinsdalecountycolorado.us

From: Alexander Mulhall <townmanager@townoflakecity.co>
Sent: Friday, October 6, 2023 8:29:49 AM
To: Phil Graham <EM@hinsdalecountycolorado.us>
Subject: Re: Red Cross Facility Use Agreement

[Quoted text hidden]

Facility Use Agreement

American Red Cross

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Town of Lake City
Address	230 N Bluff St. Lake City, CO 81235
24-Hour Point of Contact Name and Title Work Phone Cell Phone	 Alexander Mulhall, Town Manager (970) 944-2333 (970) 964-7689
Address for Official Notices (only if different from above address)	PO Box 544 Lake City, CO 81235

Red Cross:

Chapter Name	American Red Cross, Colorado & Wyoming Region
Chapter Address	506 Gunnison Ave., Grand Junction, CO.,81503
24-Hour Point of Contact Name and Title Work Phone Cell Phone	24 Hour Disaster Response Line: 833-583-3111 Courtney Strother, Senior Disaster Program Manager cell:970-406-0641
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

American Red Cross

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)	CM	
Storage of supplies	CM	
Parking of vehicles	CM	
Disaster Shelter	CM	

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

American Red Cross

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner initials: [illegible] Red Cross initials: ____

   b. The Red Cross will pay $_____ per Select for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water	[illegible]	
Gas	[illegible]	
Electricity	[illegible]	
Waste Disposal	[illegible]	

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

American Red Cross

Digital Signature: Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

Town of Lake City Owner (Legal Name)	The American National Red Cross (Legal Name)
Alexander Mulhall By (Signature)	By (Signature)
Alexander Mulhall Name (Printed)	Name (Printed)
Town Manager Title	Title
10/13/23 Date	Date

2024

LAKE CITY, COLORADO
SCHEDULE OF FEES AND CHARGES

Code Section	*Description*	*Fee*	
	Chapter 4--ANIMALS		
4-25	Boarding fees for impounded dogs, per full or partial day	$50.00	
4-28	License fees for dogs		
	Neutered males and spayed females, per year	$5.00	
	Unneutered males and unsprayed females, per year	$15.00	
	Chapter 5--BUILDINGS AND BUILDING REGULATIONS		
5-95	Factory built structure siting permit application fee	$10.00	
5-119	Building permit fees (calculated based on valuation schedule)		Commercial valuation schedule
5-119	Administrative fee for building permit extensions	$25.00	
5-119	Plan review fee (% of building permit fee)	10%	
5-119	Mechanical permit fee	$25.00	
	Plus % of installed equipment costs (not including labor)	2%	
5-119	Modular building fees (calculated based on valuation schedule)		
5-119	Additional plan review (changes, revisions, additions), per hour	$50.00	
5-119	Third party consultants (plan review, inspections, etc.)	Actual cost	
Chapter 6--BUSINESSES AND BUSINESS REGULATIONS			
6-22	Annual license fee for hotels, motels, tourist cabins and trailer courts having two or less rental units	$10.00	
6-22	Annual license fee for other businesses and occupations	$25.00	
	Chapter 10--FLOODS		
10-34	Variance application fee	$25.00	
	Flood Plain Development Review Application Fee	$250.00	
	Chapter 12--HISTORIC PRESERVATION		
	Certification of Appropriateness	$50.00	
	Chapter 17--STREETS, SIDEWALKS AND OTHER PUBLIC PLACES		
17-52	Excavation and encroachment (Oct '17) permit application fee	Major $200 Minor $100 PB 10%	
17-147	Building moving permit fee (does not include the estimated costs which the town will incur for the safety of persons and the preservation of property and for any services required by the town in connection with said permit)	$15.00	
	Chapter 19--SUBDIVISIONS		
19-5	Preliminary plat filing fee (does not include costs incurred for legal, engineering or other services or costs in processing the subdivision and reviewing the plat)	$100.00	
19-8	Minor subdivision plat submission	$50.00	
19-10	Replat or amended plat submission	$50.00	

2024

LAKE CITY, COLORADO
SCHEDULE OF FEES AND CHARGES

	Chapter 21--UTILITIES		
21-21	Deposit for water or sewer service	$340.00	
21-22	Administrative fee for deferral of requirements for separate water and sewer taps	$500.00	
21-23	Water plant investment fee		
	3/4" or smaller tap	$6,000.00	
	1" tap	$10,667.00	
	1 1/2" tap	$24,000.00	
	2" tap	$42,667.00	
	3" tap	$96,000.00	
	4" tap	$170,667.00	
21-23	Sewer plant investment fee		
	3/4" or smaller tap	$7,000.00	
	1" tap	$10,244.00	
	1 1/2" tap	$28,000.00	
	2" tap	$49,778.00	
	3" tap	$112,000.00	
	4" tap	$199,111.00	
21-24	Inspection fee for Water and Sewer Taps	$75.00	each
21-31	3/4" meter	$1,453.38	
	1" meter	$1,767.22	
	Any meter size greater than 1", please contact Public Works		
21-32	Metered water service rate (every two months for the first 13,999 gallons of metered water use per bi-monthly period), plus	$80.00	
	per 1,000 gallons of water used over 13,999 and up to 17,999 gallons	$3.00	
	per 1,000 gallons of water used over 17,999 and up to 23,999 gallons	$4.25	
	per 1,000 gallons of water used over 23,999 gallons	$5.50	
21-32	Metered sewer service rate (every two months for the first 13,999 gallons of metered water use per bi-monthly period), plus	$80.00	
	per 1,000 gallons of water used over 13,999 gallons (for all metered customers other than single-family residences)	$4.25	
21-34	Shut-off fee for Request to Shut Off Servce and to Abandon Taps	$100.00	
21-34	Shut-off and Reconnect Fee for Delinquent Accounts	$100.00	
21-61	Telephone occupation tax	$250.00	
21-91	New CATV system permit application fee (not to exceed $2,000.00)	Actual costs	
21-93	Application fee for renewal of existing CATV system permit (not to exceed $2,000.00)	Actual costs	
21-147	Administrative fee to offset town expenses for electric franchise	$500.00	
	Bulk Water Sales	$10 per 1,000 Gallons	
	Service Line Inspections	$100.00	Waiver
	Service Line Jetting	$150.00	Hour-Waiver
	Chapter 23--ZONING		
23-5	Conditional use permit, Short Term Rental annual fee	$375.00	
	Short Term Rental Application One-Time Fee	$100.00	
23-5	Conditional use permit, Food Truck annual fee	$250.00	
23-16	Application fee for permit to keep horses, burros, donkeys and mules	$50.00	
23-16	Application fee for permit to keep miniature horses	$100.00	
	Renewal fee for permit to keep miniature horses, annual	$100.00	
23-16	Permit fee for horse-drawn carriage business, annual	$100.00	
23-18	Sign permit, base fee	$25.00	
	Plus, per square foot of sign surface area	$1.00	

LAKE CITY, COLORADO
SCHEDULE OF FEES AND CHARGES

23-20	Application fee for amendment to zoning regulations	$100.00	
23-23	Application fee for request for approval of a conditional use, change in a nonconforming use, or other action required to be reviewed	$100.00	
23-25	Application fee for mobile home or travel home park construction permit	$100.00	
23-26	Site specific development plan review fee	$500.00	

2024

LAKE CITY, COLORADO
SCHEDULE OF FEES AND CHARGES

Recreation			
	Weight Room per year	$120.00	
	Weight Room per year - under the age of 18	$40.00	
	Weight Room per month	$20.00	Effective 1-1-2023
	Ski Hill Lift Ticket w/ Rentals Adult	$30.00	
	Ski Hill Lift Ticket w/ Rentals Minor	$20.00	
	Ski Hill Season Pass - Adults	$120.00	
	Ski Hill Season Pass	$100.00	
	Outdoor Pickleball	$10.00	Hour
	Town Park Pavillion	$20.00	Hour
	Yellow Fencing	$4.00	Panel
	Tables	$4.00	Table
	Chairs	$0.25	Chair
Facility Rentals			
Armory Main Hall:			
	1-6 Hours	$20.00	Hour
	6hrs +/day	$200.00	Flat Fee
Armory Multi Purpose Room:			
	1-6 Hours	$20.00	Hour
Armory Commercial Kitchen:			
	1-6 Hours	$25.00	Hour
Town Park:			
	1-6 Hours	$20.00	Hour
	6hrs +/day	$200.00	Flat Fee
Memorial Park:			
	1-6 Hours	$20.00	Hour
	6hrs +/day	$200.00	Flat Fee
	Monthly Food Truck Rental	$250.00	
	6 Month Food Truck Rental	$1500.00	
Memorial Park Concession Stand:			
	1-6 Hours	$10.00	Hour
	6hrs +/day	$60.00	Flat Fee
Memorial Park Beach Gazebo:			
	1-6 Hours	$20.00	Hour
	6hrs +/day	$200.00	Flat Fee
Pumphouse Park:			
	Monthly Food Truck Parking Rental	$250.00	
	6 Month Food Truck Parking Rental	$1500.00	
Ski Hill:			
	4 Hours - Upto 16 people - Over 16 $30 Per Person	$500.00	
	Monthly Food Truck Parking Rental	$250.00	
	6 Month Food Truck Parking Rental	$1500.00	
Refundable cleaning/damage deposits (separate checks):			
	Armory Main Hall	$500.00	
	Armory Kitchen	$500.00	
	Armory Multi Purpose	$200.00	
	Town Park	$300.00	

LAKE CITY, COLORADO
SCHEDULE OF FEES AND CHARGES

	Memorial Park	$300.00	
	Memorial Park Concession	$200.00	
Public Records Request			
Photocopies – Black & White, 8 ½ x 11, 1 side		$0.35	
Photocopies – Black & White, 8 ½ x 14, 1 side		$0.45	
Photocopies – Black & White, 11 x 17, 1 side		$0.60	
Copy of Meeting Recording on zip drive		$15.00	
Research & Retrieval Fees - per hour for requests requiring more than one hour of staff time.		$40.00	
Requests that are estimated to exceed 2 hours of staff time will require a deposit equal to the estimated hours of staff time needed times the hourly rate.			

Meeting Minutes

Meeting Name: Regular BOT Meeting

Meeting Start Time: 7:10 PM MDT

Meeting Start Date: 10/4/2023

Meeting End Time: 7:40 PM MDT

Meeting End Date: 10/4/2023

Meeting Location: 230 N. Bluff St. Armory Multi-Purpose Room/Virtual

Agenda:

I. Regular Workshop Start Time – 6:00 pm

   A. Discuss cost of Porta-Potties and Potential Funding Sources (DIRT – Kristine Borchers

   B. Discuss DOLA Mini-Grant for 8 ½ Street Bridge Mural (DIRT – Kristine Borchers)

   C. Discuss October 18th County/Town Joint Meeting Agenda

   D. Discuss Red Cross Facility Use Agreement

   E. Discuss Letter of Support for EMS CREATE Grant Application

   F. Discuss 2024 Budget Draft and Budget Season

   Regular Workshop End Time – 7:00 pm

II. Regular Meeting Start Time – 7:10 pm

   A. Call to Order

   B. Roll Call: Present: Mayor Roberts and Trustees Bruce, Hamel, Horn, Kendall, Whinnery, Woods.

   C. Approval of Minutes – 10/4/2023: Motion made by Trustee Whinnery, seconded by Trustee Kendall. Motion passed with all present voting yes, in a roll call vote.

   D. Approval of Bills Payable $57,623.85 on 10/04/2023. Motion made by Trustee Kendall, seconded by Trustee Bruce. Motion passed with all present voting yes in a roll call vote.

   E. Employee Reports

      1. Town Engineer Reports (Fagan)

2. Sheriff's Report (Kambish)
3. Building Officer Report (McNeese)
4. Parks and Recreation Report (Hake)
5. Public Works Report (Johnston)
6. Town Manager Report (Mulhall)
7. Legal Update (Krob)
8. Mayor/Trustees Reports

F. Correspondence Received – NONE

G. Citizen Communications – NONE

H. Additions to the Agenda – NONE

I. Action Items

1. Discussion and Possible Action to Approve Red Cross Facility Use Agreement. Postponed till next meeting.
2. Discussion and Possible Action to Approve a Letter of Support for EMS CREATE Grant Application. Motion to approve made by Trustee Bruce, seconded by Trustee Kendall. Motion passed with all present voting yes in a roll call vote.
3. Discussion and Possible Action to Approve Ad for Requested Non – Profit Donations for Budget Season. Motion to approve made by Trustee Woods, seconded by Trustee Hamel. Motion passed with all present voting yes in a roll call vote.

Regular Meeting Adjournment –7:40 pm

_____

Mayor

ATTEST

_____

Town Clerk

Town of Lake City
Bills Payable
18-Oct-23

	Vendor Name	Description	Invoice Amount	GL
1	Alpha Mechanical Solutions LLC	Armory Boiler labor/service	$457.25	GF
2	Alpha Mechanical Solutions LLC	PW- Backflow tests	$850.00	WS
3	Ben Hake	PR - Ben Hake Mileage Reimbursement	$72.05	GF
4	Caselle	TA - Contract Support and Maintenance 10/01/2023 to 10/31/2023	$1,196.00	GF
5	CenturyLink	PR - Skill Hill Phone	$56.08	GF
6	CenturyLink	wastewater telephone	$74.07	WS
7	CenturyLink	wwtp internet	$167.59	WS
8	CenturyLink	PW - WWTP Internet	$59.95	WS
9	CommWest	TA - Town Hall Phone System	$84.00	GF
10	Dan's Fly Shop	PR - Waders	$330.00	GF
11	Fullmer's Ace Hardware	PW Hose Heater, Thread Couplings, Tees, Elbows, Nipples and Valves	$231.86	WS
12	Grand Junction Pipe & Supply	24x24 IFG-R Frame Only	$230.00	WS
13	Grand Junction Pipe & Supply	Emergency 8 Line Repair/ 748 Non-Corrosive Seal 300 ML	$21.29	WS
14	Gunnison County Electric	PR - Acct 679600: 230 Silver	$58.56	GF
15	Gunnison County Electric	PR - Acct 1905200: 160 Spring St/Restroom	$93.33	GF
16	Gunnison County Electric	PR - Acct 2218400: 230 Bluff St	$375.06	GF
17	Gunnison County Electric	PR - Acct 2311100: Lake City Ice Wall	$36.00	GF
18	Gunnison County Electric	PR - Acct 2361100: CR 20 - North Ice Wall	$38.50	GF
19	Gunnison County Electric	PW - Acct 1287001: 5th & Henson XMAS Light	$38.50	GF
20	Gunnison County Electric	PR - Acct 664300: Ski Lift	$60.41	GF
21	Gunnison County Electric	PW - Acct 23800: Lake City Substation Water Tank Control	$38.50	WS
22	Gunnison County Electric	PW - Acct 551001: 1 Water Hill Tank	$39.56	WS
23	Gunnison County Electric	PW - Acct 155301: #2 Pump On Henson Creek	$1,705.72	WS
24	Gunnison County Electric	PW - Acct 18401: Pump in Cnty Yard	$960.09	WS
25	Gunnison County Electric	PW - Acct 155201: Sewer Plant	$3,134.02	WS
26	Gunnison County Electric	PW - Acct 1637000: Sewer Plant Mtr Hse N Hotchkiss St	$47.66	WS
27	Hinsdale County	PR - Transfer Station Fees	$150.00	GF
28	Hinsdale County	Road & Bridge Machine Hire	$310.00	WS
29	Hinsdale County	PR- Fuel	$130.52	GF
30	Hinsdale County	PW - Transfer Station Dump Fees	$756.55	WS
31	Hinsdale County	PW Diesel & Unleaded Fuel	$1,036.06	WS
32	Hinsdale County	PW - Road & Bridge Sale of Material	$670.00	WS
33	IIMC	Annual Renewal for 2024- Mulhall Membership	$150.00	GF
34	Jameson Johnston	Housing Project Old WWTP Map	$5.00	GF
35	Lake City Auto	PR- Gas	$23.81	GF
36	Lake City Auto	PW - 2 Cycle Engine Oil	$22.83	WS
37	Mike Young	PR - Sign	$60.00	GF
38	Monty's Auto Parts	W&S 8 x W20 Full Synthetic Oil and Oil filter	$35.02	WS
39	Monty's Auto Parts	Blower Motor	$54.95	WS
40	Professional Document Solutions, Inc	PW- WWTP Xerox Printer Payment & Usage September 2023	$41.61	WS
41	Professional Document Solutions, Inc	TA - Town Hall Xerox Printer Usage September 2023	$113.63	GF
42	Rolf Gloeckner	Round Top Communciations Repair	$1,621.58	GF
43	SGS North America, Inc	PW - Fecal Coliform Test	$39.29	WS
44	SGS North America, Inc	PW - Biochemical Oxygen Demand, Total Suspended Solids, Disposal Fee	$199.04	WS
45	SGS North America, Inc	PW - Kjeldahl Nitrogen, Phosphorus, Inorganic Nitrogen & Disposal Fee	$229.21	WS
46	Utah's Inc.	PR - Armory & Parks Trash Removal 09/30 to 10/31	$1,617.50	GF
47	Verizon	BOT Ipad	$154.16	GF
48	Verizon	TA - Employee Cell Phones	$199.17	GF
49	Wilbur Ellis	WS -440 Gallons sodium chloride	$4,412.00	WS
50	Wild Iris, LLC	Encroachment Deposit Return	$1,000.00	GF
51	Xerox Financial Services	TA - Xerox Copier Lease Payment 2 months	$424.08	GF
		Total Bills Payable October 18, 2023:	$23,912.06	

Mayor

ATTEST:

Town Manager

Town Manager Report
October 18th

CDPHE Free Technical Assistance
I applied for the CDPHE Free Technical Assistance for the Lead and Copper Inventory – This program is intended to assist small systems with completing their service line inventory and service line replacement plan, if applicable.

San Juan and Solstice Fund and Lake Fork Community Foundation Grants
Kristie helped me and the Town, she did 99% of the work, to submit the grant applications for Porta-potties and Roundtop Repairs to the San Juan Solstice Fund and the Lake Fork Community Foundation. These have been submitted and we are waiting for them to be reviewed. Thank you, Kristie, for all your help!

New Fees on Fee Schedule
Need to talk to Dan about the new fees that we are looking at adding to the fee schedule, like the service line inspection fee and service line jetting fee, to see if we need to pass an ordinance to be able to charge these fees. Porta-potty fees are not on the fee schedule yet but will be added after I do a little more research.

Heather Kuellenberg - New Town Clerk
Proving to be competent, proactive, and capable and is already familiar with some of the organizations that we work with like Pinnacol and Aflac. I am looking forward to getting her up to speed so that I can focus on my Town Manager duties and responsibilities.

Budget
There will be a Budget Workshop Meeting October 25th 5:00pm

Budget - Grant Writing
Asking that we set aside in the budget to hire a Grant Writer to not only write some grants for the Town over the next year or two but also to teach me how to write grants. I am asking for this money to be set aside for the next year or two until I get some training on writing grants and while I am still learning and being trained on other aspects of the Town Manager position. Going to see what the current rate is for grant writing and will come to the board with a suggested amount if the Board thinks this is a good idea.

Lake Fork Housing Project

On Oct. 6 - Lake City/Belmont Project Teams met to go over roles, next steps, and meeting schedules.
Michelle Pierce is the Town's Main Point of Contact for the Project.
After we informed them of the Phase 1 Environmental Site Assessment that was completed. They requested copies of the Phase 1 Assessment, the Medical Center Geotechnical Study, and the Medical Center Design/Construction Drawings.
The Phase 1 assessment and Geotechnical Study have been sent to Belmont. We are working on getting the design/construction drawings scanned and sent to them.

Following Future Meetings have been scheduled.

Lake City/Belmont - Housing Team Meeting
Thursday, October 19th 2:00pm – 3:00pm

Lake City/Belmont On-site Meeting
Wednesday, October 25th 8:00am – 3:00pm

Brownfields Phase 1 Assessment is Complete

Phase 2 has been recommended.

The Phase II process for the Brownfield Grant:

- Write and submit a Sampling and Analysis Plan (SAP) for review and approval to the EPA (Barbara Benoy).
- Once approved, schedule the drilling contractor and perform the field work.
- Submit a summary of findings report (Phase II ESA 7report).

The proposed Phase II work would include 3 to 4 soil borings to groundwater.
Soil and groundwater samples would be collected.
Boreholes will be backfilled.
Contaminants related to wastewater treatment plants would be analyzed for.
These include PFAS, volatile organic compounds, and metals.

Timeframe will vary depending upon EPA review time, drilling contractor schedule, and seasonal weather.

Youth & Community Meeting Regarding Recreation Programming

Attendants:
Lex Mulhall – Town Manager
Ben Hake – Parks and Rec Director
Tara Hardy – Director Public Health
Robbi Woltring – Lake City School Counselor/Psychologist
Rebecca Hall – Lake City School Superintendent
Greg Levine – Hinsdale County Commissioner

The Lake City Counselor Robbi initiated this meeting due to a significant number of students experiencing seriously negative emotions regarding living in Lake City. The students told her that there is nothing for them to do in Town and that they need more opportunities to gather and participate in activities outside of school and possible trips outside of Lake City. We were asked why we don't have youth recreation programs, what we could do to provide them, do we think we were doing enough, and are we being inclusive with what we offer and to whom. Me and Ben told them that we do offer youth recreation programs for all age groups, and this past summer we started to take a group of kids once a week to the Gunnison Rec Center to go swimming. The problem we have experienced over the past 3 years, which I experienced personally when I was working for parks and rec, has been a lack of youth participation in the programs that are offered. Sometimes a dozen, sometimes two to three kids, and other times no kids at all. There is more participation in the summer when the out-of-town kids are here. We explained that we have limited staff and that there is only so much we can offer especially in the Winter when the Ski Hill is open. When we do take kids on field trips outside of Lake City, like to the Gunnison Rec Center, we are limited in how many we can transport at one time due to having only one vehicle that can site up to 7 kids and having only one chaperone. Robbi and Tara claimed that they could not find any information regarding the youth recreation programs

that we provide and that the students that she counsels are not aware of anything being offered. We told them they every Winter/Spring, Summer, and Fall Recreation Schedule, that include programs and activities for every age group, is posted on our website and a couple hundred paper copies are taken and left at the school, the chamber of commerce, the post office, and are available in the Town Office. We agreed to meet again and include some student representatives so that we could get some direct feedback from them and ask them what kind of activities they would like to see or find interesting. I also told them that we would make sure to start emailing the schedule directly to school staff and to start posting them on the Lake City Locals and Friends Facebook page in an attempt to increase awareness. Greg Levine said that he would seek $5000 in the County Budget in effort to provide some resources that can be used towards providing opportunities for the students. Me and Ben have some ideas and this is what ben was talking about when he asked for additional money to be set aside for field trips. I will keep the Board updated as the discussion progresses.

We have another meeting coming up on October 31, 2023 10:30am.

I am GIS Project Kick Off

We had the project kick off meeting with I am GIS. Town Staff have until November 10th to upload the digital CAD files and pdf's of our Town maps for the I am GIS team to add to our new cloud GIS system. Joanne will be uploading the CAD files that she has, me and Jameson will be making scans of the maps we have in our offices and uploading those.

Public Hearings

HPC Public Hearing for HCHS Historic Local Designation Application for Car 211 via zoom October 23rd 6:00pm

P&Z Public Hearing for Bushwhack Lodge parking variance October 26th 5:00pm

Short Term Rental Ordinance

I have not had time to review the edits that Dan made yet. I am planning to have it reviewed and ready for the board to review at the November 1st meeting.

Employee House - 621 Water Street Updates

Windows Installed

Jameson, Willy, and Ethan were kind enough to install a couple of weeks ago the 3 new dining room windows that were ordered about a month ago. The windows still need to be framed out whenever the guys find time to do it here in the near future. FYI, I have authorized Public Works to charge overtime for any work they perform working on the house. Paying them overtime is still much more affordable than hiring a contractor and I don't want them to stress about getting work done on the house and having to work that into their normal schedule.

Bear Proof Trash Can

Mary Nettleton called the Town Office and asked if we would be interested in a free bear proof trashcan. I told her that the Town could use a bear proof trashcan at the employee house. I went and picked it up from her and placed it at the house. 621 water street now has a bear proof trashcan.

Public Works Staff Kudos

The Public Works crew is still doing an excellent and commendable job. They are still dealing with the final legs of the Visionary and Simply broadband projects, have been working on prepping the WWTP for the renovation project, have done additional sewer sampling, working

on the employee house, and working over the holiday to monitor and manage facilities during the power outages. Also their willingness to take on more responsibilities in order to save the Town money like doing work to the employee house, potential additional snow removal, road grading if we get a grader, and the moving and storing of porta-potties is also worthy of recognition. That being said we need to make sure not to put more work on their plate especially since next year they will be working on the lead and copper inventory and WWTP renovation project, and GIS project which all are significant and time-consuming projects. This past year they helped prep for the fourth of July but this kind of thing should not be on their plate and I will make sure to make this clear when next year comes around.

Parking Idea from Public Works

Jameson and Willy talked to me about an idea they had about reclaiming the Town right of way on some of our streets like Bluff Street in order to create some more off-street angled parking. I think this is a great idea. Jameson and I are requesting that some money be set aside to survey our streets so that we can begin the reclaiming process.

Town Manager Office + CPM Hours October 1st – October 14th

Monday October 2nd - 8:00am (Lunch 12:35 - 1:35pm) 5:15pm = 8.25 hrs
Tuesday October 3rd - 8:15am (No Lunch) 5:07pm = 8.87 hrs
Wednesday October 4th - 8:00am (No Lunch) 7:50pm = 11.83 hrs
Thursday October 5th - 8:00am (Lunch 1:40pm - 3:30pm) 6:30pm = 8.67 hrs
Friday October 6th - 8:05 am (No Lunch) 5:15pm = 9.17 hrs

Week 1 Totals:
Regular = 40 hrs
Comp Earned = 6.79 hrs
Total Hours = 46.79

Monday October 9th - Holiday = 8 hrs
(-CPM Pre-Class Assignments 3:00pm – 4:40pm 5:05pm – 5:40pm = 2.25hrs Donated)
Tuesday October 10th - 7:45am (No Lunch) 6:16pm = 10.52 hrs
Wednesday October 11th - 8:00am (No Lunch) 7:15pm = 11.25 hrs
Thursday October 12th - 7:55am (No Lunch) 5:05pm = 9.17 hrs
Friday October 13th – 8:00am (Lunch 12:30pm-1:15pm) 5:15pm = 8.5 hrs
(-Emails/Agenda 8:00am to 8:30am = .50 hrs)
(-CPM Class: 8:30am (Lunch 12:30pm-1:15pm) 4:15pm = 7 hrs)
(-Emails/Agenda 4:15pm to 5:15pm = 1 hr)
Saturday October 14th
-CPM Class 8:30am (12pm - 1pm) 4:30pm = 7 hrs

Week 2 Totals
Holiday Hours = 8 hrs
Regular Hours = 40 hrs
Comp Earned Time = 6.44 hrs
Total Hours = 54.44

(Total Donated Hours = 2.25 hrs)

October 1st – October 14th Timesheet Totals
Regular Hours = 80 hrs
Comp Earned Hours = 13.23 hrs

Holiday Hours = 8 hrs
Total Hours = 101.23 hrs

Lex Vacation

I am considering taking off November 27th through November 30th which is the week after thanksgiving. I will be talking to the Mayor about getting the time off approved.

DORMER HARPRING

Sean Dormer, Esq.
K.C. Harpring, Esq.

P: 303-756-3812
F: 303-477-7400

attorneys@denvertrial.com
www.denvertrial.com

September 19, 2023

Sent via registered Mail, Return Receipt Requested

Lake City Town Government
230 N. Bluff Street
Lake City, CO 81235

Hinsdale County Attorney's Office
Michael P. O'Loughlin
232 W. Tomichi Ave, Suite 204
Gunnison, CO 81230

RE: Notice of Claim Pursuant to C.R.S. §24-10-109

Dear Ladies and Gentlemen:

This Notice of Claim is submitted pursuant to the Governmental Immunity statute, C.R.S. §24-10-109.

a. <u>Name and Address for Claimant and her Attorneys</u>

Claimant:

Douglas Sanderson
PO Box 6,
Lake City, CO 81235

Claimant's Attorneys:

Sean Dormer, Esq.
Laura Browne, Esq.
Dormer Harpring, LLC
3457 Ringsby Ct., Unit 110
Denver, CO 80216
(303) 756-3812

attorneys@denvertrial.com

b. A Concise Statement of the Factual Basis of the Claim:

The circumstances giving rise to this claim occurred on May 16, 2023, at approximately 10a.m. at Hinsdale County Transfer Station - CO-149, Lake City, CO 81235. This area is a garbage dumping transfer site with large bins. The first bin is for miscellaneous foam items and couches. The second bin is for household garbage. There is a small area between the two bins. Mr. Sanderson walked up to the edge if the bins to toss an item when he fell approximately 15 feet between the two bins injuring himself. Mr. Sanderson, the claimant, loss consciousness, was air lifted to Montrose Memorial Hospital located at 800 South 3rd Street, Montrose, CO 81401, then transferred to St. Mary's Medical Center located at 2635 North 7th Street, Grand Junction, CO 81501.

c. Name and Address of any Public Employee Involved, if known:

We are unaware of the name of any employee involved at this time due to the early stages of investigation.

d. A Concise Statement of the Nature and Extent of the Injury Claimed to Have Been Suffered:

Mr. Sanderson was unconscious for approximately 30 seconds after his fall. He fractured four cervical vertebrae, experienced destabilization of the neck requiring a collar to be worn. Mr. Sanderson broke his right thumb, the last distal was crushed. He continues to have nerve pain in his right hand. There was a ten (10) centimeter gash on his head, and he experienced a sternum injury. Mr. Sanderson was flown via flight for life to Montrose Regional Health, then transferred to St. Mary's Hospital in Grand Junction. Mr. Sanderson received a neck fusion and was hospitalized for recovery. Mr. Sanderson has received follow up with neurology, physical therapy, plastic surgery, and home healthcare.

e. Statement of Monetary Damages:

We are not yet sure of the amount of damages Mr. Sanderson will incur, but it is likely to exceed $100,000. Mr. Sanderson is still treating for his injuries and the extent of his injuries are still unknown. He will likely continue to struggle with his day-to-day activities that he enjoyed prior to the incident. Until recovery is complete, we are unlikely to be able to give a more precise estimate of damages.

Please do not hesitate to call me regarding the matter should you have any questions or concerns. We look forward to working with The City & County of Hinsdale toward a successful and equitable resolution of this claim.

Kind regards,

DORMER HARPRING, LLC

/s/ Sean Dormer

Sean Dormer, Esq.

SMD/ldd
cc: Mr.. Sanderson

To: Town Trustees, County Commissioners, DIRT Board
Fr: Kristine Borchers, Lake City DIRT
Re: 3rd Quarter 2023 Update
Da: October 11, 2023

What's happened this past quarter (July / August / September)

- Lake City Blooms hanging flower basket program (with ToLC and Women's Club)
- Wednesday Markets plus July 3rd event (12 events at Veteran's Park)
- Lake City Uncorked September 16th (948 tickets sold)
- Ordered remaining 2 lamppost toppers; installed 23 Dark Sky toppers (GCEA / ToLC)

What's happening this upcoming quarter (October / November / December)

- Post-festival work / pre-work for 2024 festival
- 2024 work plans / reports / Lodging Tax requests / annual report
- Main Street manager training (remote)
- Discussions with Town about grant writing / Parks & Recreation priorities / mini-grant requests
- Porta-potty program
- Fruit Cake Toss (Christmas in Lake City)

Gmail

Alexander Mulhall <townmanager@townoflakecity.co>

October 18th Agenda

Dan Krob <dan@kroblaw.com> Thu, Oct 12, 2023 at 1:37 PM
To: Alexander Mulhall <townmanager@townoflakecity.co>

Lex,

I apologize I miscalculated time changes for layovers and will not be able to attend today. Please extend my apology to Dave and Doug. The notice of claim is a procedural requirement to preserve the plaintiff's ability to sue a governmental body. (ie. they have to file this to give us notice within 300 days of the accident). It does NOT open us to liability and there is a good chance this claim is covered by the governmental immunity act. I will need to discuss some of the particulars of the location and injury and what part the Town plays with respect to owning or operating the dumpsters, but nothing pressing at this point.

Thanks,
Dan
[Quoted text hidden]
--
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

Gmail

Alexander Mulhall <townmanager@townoflakecity.co>

CCCMA + SIPA and Google

Beth Justice <beth@cosipa.gov> Fri, Apr 28, 2023 at 10:55 AM
To: townmanager@townoflakecity.co

Hi Lex,

It was great meeting you at the last CCCMA session. As mentioned, SIPA is an excellent resource for mid-to-small governments to meet your technology needs.

As I mentioned, SIPA holds the state contract with Google and can provide business starter licenses for $46.20 per user per year. We also have websites on colorado.gov, payment processing and online forms.

I've attached our eligible government entity (EGE) agreement to show our auditors that you are a government in Colorado as our statute only allows us to provide services to those sectors.

SIPA also has a micro-grant program that will open on June 1st for you to apply for any public-facing projects you may be implementing this year.

It would be great to meet next week if you're available.

Thanks and safe travels.

Beth

Beth Justice
Sales & Marketing
beth@cosipa.gov
O: (720) 409-5636 | **C**: (720) 209-6006

2023 SIPA EGE Template.pdf
115K

ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN

THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF COLORADO AND

_____.

This Eligible Governmental Entity Agreement ("Agreement") by and between the Colorado Statewide Internet Portal Authority (“SIPA”), and _____ (“EGE”)

(each a “Party” and collectively "Parties"), is made and entered into on this _____ day of _____, 2023.

RECITALS

WHEREAS, SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties; and

WHEREAS, pursuant to § 24-37.7-105 C.R.S., SIPA operates to provide electronic access for members of the public, state agencies, and local governments to electronic information, products, and services; and

WHEREAS, pursuant to §§ 24-37.7-102 and 24-37.7-104, C.R.S., SIPA operates as a political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-37.7-104, SIPA is authorized to enter into agreements and contracts with state agencies and local governments, and all state agencies and local governments are authorized to enter into and do all things necessary to perform any such arrangements or contracts; and

WHEREAS, § 29-1-203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, SIPA provides for the dissemination, sharing, and use of information, products, and services via the internet; and

WHEREAS, neither Party is committing funds or required to perform services as part of this agreement; and

WHEREAS, SIPA has entered into certain contracts with its contractors to operate the Colorado.gov Portal and to provide an array of electronic information, products, and services via the internet (e.g., "Colorado Statewide Internet Portal Authority Portal Integrator Contract with Colorado Interactive, LLC", as may be amended (hereinafter "Master Contract") and "COPE Master Contract With Implementation Contractor to Support SaaS Collaboration, Office Productivity, & Email Solution" (hereinafter "COPE Contract") and other contracts to expand its array of electronic information, products, and services available to EGE; and

WHEREAS, SIPA will provide applications and services to EGE pursuant to Task Orders, Statements of Work, Work Orders; or any agreed-upon documentation under this Agreement; and

WHEREAS, a Task Order, Statement of Work, Work Order, or other agreed-upon documentation will be prepared for each application or service and mutually signed by SIPA and EGE;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in a Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement. As mutually agreed upon in subsequent Work Orders, Task Orders, Statements of Work, or any other agreed-upon documentation under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.

2. SIPA may, with the authorization of EGE, through the Portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information reside, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.

3. SIPA and EGE may enter into Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement shall describe specific Services and/or Applications to be provided to EGE. EGE acknowledges that Services and/or Applications are usually offered by SIPA's contractors. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall cover the purchase of goods and services from SIPA through the use of EGE funds. All Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation involving EGE funds may be approved by the EGE official with authority to execute such agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall contain specific time or performance milestones for SIPA's contractor(s), timelines for

completion of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation, including design specifications and other criteria relevant to the completion of applicable Task Order**s**, Purchase Orders, Statements of Work, or any agreed-upon documentation, criteria and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Task Order**s**, Purchase Orders, Statements of Work, or any agreed-upon documentation.

4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use Contractors to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement.

5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Work Order, Task Order, Statement of Work or any other agreed-upon documentation under this Agreement, will be subject to the terms and conditions of that document.

6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.

7. This Agreement (and related Task Orders, Work Orders, Statements of Work, and agreed-upon documentation) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

8. Neither SIPA nor its contractors have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its contractors shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall at all times be the custodian of records. Neither SIPA nor its contractors shall be deemed to be either the custodian of records or the custodian's agent.

9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile

or email transmission will constitute effective and binding execution and delivery of this Agreement.

10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its contractors protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

11. Miscellaneous Provisions

A. Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA and its agents shall pay when due all required employment taxes and income tax and local head tax on any monies paid by EGE pursuant to this Agreement. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the amount required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

C. Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter

be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

F. Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority

Attn: EGE Administrator

Street Address: 1300 Broadway, Suite 440

City, State, Zip: Denver, CO 80203

Phone: (720) 409-5634

Fax: (720) 409-5642

Email: sipa@cosipa.gov

If to EGE:

Attn:

Street Address:

City, State, Zip:

Phone:

Fax:

Email:

And/or

Attn:

Street Address:

City, State, Zip:

Phone:

Fax:

Email:

And to other address or addresses as the parties may designate in writing.

G: Third Party Beneficiary: EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its contractors under which SIPA provides electronic information, products, and services to EGE, including the Master Contract Section 20.M., as may be amended.

H. Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

_____ Date:_____

Name:

Title:

Entity: Statewide Internet Portal Authority

_____ Date:_____

Name:

Title:

Entity:

Address:

Phone:

Email:

Gmail

Alexander Mulhall <townmanager@townoflakecity.co>

GCEA, Letter of Support Request

Matt Feier <mfeier@gcea.coop> Tue, Oct 3, 2023 at 9:13 AM
To: "townmanager@townoflakecity.co" <townmanager@townoflakecity.co>

Mr. Muhall: GCEA has been encouraged to submit a full application for a $5M grant from the Department of Energy's Energy for Rural America program, for a three-phase line upgrade between our Gunnison area substation and our Lake City area substation. The grant application is due on October 26th. We are proposing to upgrade approximately 51 miles of overhead line, and I have attached our grant pre-application submission to this email for your reference. Because GCEA regularly works with the Town of Lake City to provide critical services to our community, I am seeking a letter of support from the Town of Lake City stating your organization's approval and support for this valuable line upgrade. Should the Town choose to show support for this essential infrastructure improvement project, I have attached a letter of support/commitment template for your use. Please edit however you may see fit and provide supporting responses on your organization's letterhead. Please share this email and attached documents within your organization as necessary, and please reach out with any questions you may have. Thank you for any support your organization may be willing to express and provide. ---Matt

GCEA
POWERING POSSIBILITIES

Matt Feier
Strategy Execution Specialist

mfeier@gcea.coop
(970) 641-7343 Office
(970) 901-2475 Mobile
PO Box 180, Gunnison, CO 81230
www.gcea.coop

2 attachments

GCEA ERA Grant App-Lake City Line Upgrade Letter of Support-Commitment Template-MRF-20230929.docx
14K

3045-2122_GCEA_PreApplication_20230713.pdf
1636K

October 18th, 2023

Matt Feier
Gunnison County Electric Association
Strategy Execution Specialist
37250 Hwy 50 Gunnison, CO 81230

Re: Letter of Support for Lake City Area Power and Resiliency Augmentation Enterprise Project

Dear Mr. Feier:

This letter is in reference to the Gunnison County Electric Association (GCEA) application for DOE New ERA funding for the Lake City Area Power and Resiliency Augmentation Enterprise Project.

Town of Lake City is pleased to confirm its commitment to GCEA in support of this project and its application for DOE funding. We recognize the value and importance of this project, which will enhance system reliability and energy resilience for customers within the GCEA service area while enabling future clean energy delivery.

We commit to supporting the development and implementation of this project by participating in meetings and planning workshops; helping to communicate with stakeholders impacted by and benefitting from project work; and providing information as needed to help GCEA ensure full and timely completion of the project.

The primary point of contact within the Town of Lake City for this project is:

Alexander Mulhall
Town Manager
230 N. Bluff Street
PO Box 544
Lake City Colorado, 81235
970-964-7689
Townmanger@townoflakecity.co

We look forward to working together with GCEA to successfully implement this important project for the benefit of our community.

Sincerely,

Dave Roberts
Mayor

Facility Use Agreement

American Red Cross

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Town of Lake City
Address	230 N Bluff St. Lake City, CO 81235
24-Hour Point of Contact Name and Title Work Phone Cell Phone	 Alexander Mulhall, Town Manager (970) 944-2333 (970) 964-7689
Address for Official Notices (only if different from above address)	PO Box 544 Lake City, CO 81235

Red Cross:

Chapter Name	American Red Cross, Colorado & Wyoming Region
Chapter Address	506 Gunnison Ave., Grand Junction, CO.,81503
24-Hour Point of Contact Name and Title Work Phone Cell Phone	24 Hour Disaster Response Line: 833-583-3111 Courtney Strother, Senior Disaster Program Manager cell:970-406-0641
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

American Red Cross

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)	CM	
Storage of supplies	CM	
Parking of vehicles	CM	
Disaster Shelter	CM	

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

American Red Cross

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner initials: [illegible] Red Cross initials: ____

   b. The Red Cross will pay $_____ per Select for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water	[illegible]	
Gas	[illegible]	
Electricity	[illegible]	
Waste Disposal	[illegible]	

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

American Red Cross

Digital Signature: Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

Town of Lake City Owner (Legal Name)	The American National Red Cross (Legal Name)
Alexander Mulhall By (Signature)	By (Signature)
Alexander Mulhall Name (Printed)	Name (Printed)
Town Manager Title	Title
10/13/23 Date	Date

Gmail

Alexander Mulhall <townmanager@townoflakecity.co>

Red Cross Facility Use Agreement

Phil Graham <EM@hinsdalecountycolorado.us> Fri, Oct 6, 2023 at 2:39 PM
To: Alexander Mulhall <townmanager@townoflakecity.co>

[*** This email originated from outside Hinsdale County - PLEASE USE CAUTION OPENING LINKS, ATTACHMENTS OR REPLYING ***]

Lex, I just spoke with Courtney and have things figured out. The short answer is we do not have to have an agreement in place in order to receive support from the Red Cross during a disaster. Basically, if you guys do not sign this agreement, the armory would come off of their national list, they wouldn't reach out regularly to ensure that contact information is up-to-date, but all of the supplies that they have stored there would need to either be returned or they would need to sign a simple storage agreement in order to leave that equipment there.

I'm not sure if the board truly had reservations, or if they just wanted my opinion, but; there are never any costs with this agreement, if we don't sign the agreement they will still come and support us and just sign an agreement at the time of need. So really, our options are not sign an agreement and call them when needed or at least sign a storage agreement so that if something happened, our local team could at least get something started while they were mobilized, and an agreement was worked out.

Let me know if you have any other questions or need anything else clarified. We appreciate your continued partnership Lex!

Respectfully,

Phil Graham
Director
Hinsdale County Office of Emergency Management
303-641-8792
em@hinsdalecountycolorado.us

From: Alexander Mulhall <townmanager@townoflakecity.co>
Sent: Friday, October 6, 2023 8:29:49 AM
To: Phil Graham <EM@hinsdalecountycolorado.us>
Subject: Re: Red Cross Facility Use Agreement

[Quoted text hidden]