

Town of Haxtun

August 7, 2023
REGULAR MEETING
MINUTES

The Haxtun Town Council met for their regularly scheduled meeting at 7:00 p.m. The meeting was opened by Mayor Pro Tem Lori Lundgren at the Haxtun Community Center. Roll call was taken with the following council members present; Bob Cionek, Dave Green, Dean Anderson, and Tana Pope. Trustee Ryan Horton and Mayor Mike Ensminger were absent. Mayor Pro Tem Lundgren led the group in the Pledge of Allegiance.

Staff members present were Ron Carpenter, Town Superintendent, Tom Bullard, Chief of Police, and Kelsey Harms, Town Clerk/Treasurer.

Candie Fix, *Haxtun-Fleming Herald* was in attendance.

Approval of Agenda:

A motion was made by T. Pope and seconded by D. Green to approve the agenda. All present voted yes, and the motion carried.

Consent Agenda:

A motion was made by D. Green and seconded by B. Cionek to approve the consent agenda, which included the regular meeting minutes of July 3, 2023, the following monthly invoices to be paid, and transfers of cash. All present voted yes, and the motion carried.

July Payroll	Salary	\$	60,248.36
July Payroll	Taxes	\$	12,736.09
Advanced Pools & Spas	Change Order	\$	7,275.00
Amazon	Equipment	\$	269.83
Beck, Kevin	Rec Mileage	\$	407.41
Black Hills Energy	Utilities	\$	119.59
CHS	Fuel	\$	1,105.06
CIRSA	OFSN Insurance	\$	148.18
Colorado Analytical	Water Testing	\$	48.00
Colorado State Treasurer	2023 2nd Qtr UITR	\$	289.51
Davis, Carolyn	Books/Cell Phone Stipend	\$	44.70
Davis, Carolyn	Cell Phone Stipend	\$	15.00
Davis, Dana	Summer Fun	\$	72.00
Edward R Hamilton	Books	\$	56.97
Every Bloomin' Thing	Memorial Service	\$	53.00
Fetzer Electric	Repairs	\$	1,868.03
FirstNet	PD Phones	\$	263.60
FPPA	Pension	\$	1,356.52
GWRS	Retirement	\$	2,396.58
Haxtun Building Center	Supplies	\$	1,490.44
Haxtun Super's	Supplies	\$	800.52
Haxtun Telephone	Phones	\$	449.03

Heinz, Collyn	Rec Mileage	\$	630.11
H-F Herald	Printing/Publications/Supplies	\$	187.78
Jackson, Bonnie	Summer Fun	\$	144.00
Knode, Owen	Rec Mileage	\$	577.71
Kuehn, Chris	June Cleaning	\$	330.00
Kurtzer's	Lawn Mower Blade	\$	83.97
Maguire	Water Tower	\$	30,000.00
Marriott	CMCA Conference	\$	845.00
NMPP	June Power	\$	37,076.23
PCED	3rd Quarter Contribution	\$	1,750.00
Phillips County Landfill	June Dumping	\$	1,946.16
Phillips County Sheriff	COVA conference	\$	475.00
Potter Portable	Pool/Port-a-Potties	\$	200.00
Precision Plumbing	Repairs/Connections	\$	1,021.26
ProPump LLC	Pool Install	\$	620.00
Recreation	Umpires/Scorekeepers	\$	1,310.00
Rocky Mtn. Info Network	Membership	\$	50.00
Toops, Noah	Rec Mileage	\$	277.07
UNCC	Transmissions	\$	16.77
Viaero	Phones	\$	188.28
Wagoner, Sherri	Travel Reimbursement	\$	189.74
Western United Electric	Supplies	\$	9.55
Amazon	Supplies/Tools/Equipment	\$	367.11
Border States	Repairs	\$	2,100.00
Capital One	Road Rebuild Bond	\$	27,379.14
Carper, Doug	MD Refund	\$	200.00
CDHPE	Drinking Water Fee	\$	220.00
CDPHE	Airport Permit	\$	298.00
Clark, Jeanna	Summer Fun	\$	144.00
CNA Surety	Bond	\$	100.00
CO Dept of Revenue	July Withholding	\$	1,944.00
CO Dept of Revenue	July Sales Tax	\$	3,512.46
Cobitco	Repairs to System	\$	27,813.36
Colorado Analytical	Sewer water testing	\$	37.00
Computers Etc	Computer security	\$	338.00
Crossland, Kelly	Summer Fun	\$	144.00
Fetzer Electric	Repairs to System	\$	526.51
FirstNet	Phone	\$	263.55
Gonzalez, Nancy	Library Cleaning	\$	75.00
Grauberger, Sara	Summer Fun	\$	144.00
Haxtun Building Center	Repairs to System	\$	1,182.00
Haxtun Car Wash	Repairs/Maintenance	\$	11.00
Haxtun Super's	Supplies	\$	10.29
Haxtun Telephone	Phone	\$	449.03
Highline Electric	Utilities	\$	76.96

Ingram	Books	\$	284.84
Int. Institute of Municipal Clerks	Annual Dues	\$	370.00
Kelly PC	Attorney Fees	\$	555.00
Kleve, Nicole	Summer Fun	\$	144.00
Klimek Carpentry	Repairs to System	\$	1,800.00
Lyle's Service	Repairs to System	\$	80.00
MASA	Benefits	\$	196.00
Mega Music	Arena Sound System	\$	941.36
Municipal Supply, Inc.	Repairs to System	\$	176.78
NE, KS, CO Railway	Electric Easement	\$	2,182.85
NE, KS, CO Railway	Water Easement	\$	1,249.22
Novus Glass	PD repairs/hail	\$	775.27
PAK Enterprises	Supplies	\$	176.00
Petty Cash	Misc.	\$	84.76
Phillips County Treasurer	July Sales Tax	\$	327.49
Rempelos, Kelcey	MD Refund	\$	152.04
Rocky Mountain Rec	memorial bench/plaque	\$	2,860.00
Rocky Mtn. Cleaning Systems	Repairs	\$	514.50
Rudy's	Repairs	\$	118.57
Shred Vault	Shredding	\$	210.00
Shred Vault	Shredding	\$	60.00
Simon	Grading	\$	1,708.92
Teledyne Instruments	Sewer Repairs	\$	5,601.00
UNCC	Transmissions	\$	25.80
USPS	Postage	\$	204.00
Van Diest	Mosquito Spray	\$	779.50
VSP	Benefits	\$	126.23
Wernsman, Barb	Reimbursement	\$	349.00
Wilson's Repair	Repairs	\$	3,045.38
Wyatt's Sprinkler Service	Repairs to System	\$	189.16
Kurtzer's	Repairs/Maintenance	\$	108.65
Great Copier Service	PD Copier Service	\$	101.82
Haxtun-Fleming Hearld	Supplies/Publications	\$	366.20
Pctelcom	Phone/Internet	\$	197.60
Ensminger Construction	Repairs to System	\$	383.85

Transfers of Cash

07/06/2023 Transfer #1: \$285,000.00 for accounts payable
07/06/2023 Transfer #2: \$58,197.10 for pool
07/07/2023 Transfer #3: \$83,008.79 ColoTrust for Street project
07/14/2023 Transfer #4: \$21,000.00 for payroll
07/18/2023 Transfer #5: \$45,000.00 for accounts payable
07/18/2023 Transfer #6: \$30,864.34 for pool
07/31/2023 Transfer #7: \$31,100.00 for payroll
07/31/2023 Transfer #8: \$4,200.00 for accounts payable

Public Comment:
None

Regular Business:

Resolution 2023-6 to appropriate uses of old hire police pension fund where no beneficiaries exist. In January the Council was notified that the Old Hire Pension Plan no longer had any qualifying beneficiaries. This resolution will allow the Council to reallocate the benefit payments from this fund. Some discussion was held before a motion was made by D. Green and seconded by T. Pope to approve Resolution 2023-6. All present voted in favor; motion passed.

**TOWN OF HAXTUN
RESOLUTION 2023-6**

A RESOLUTION FOR THE TOWN OF HAXTUN, COLORADO PURSUANT TO C.R.S. §31-30.5-209 PROVIDING FOR APPROPRIATE USES OF OLD HIRE POLICE OFFICERS’ PENSION FUND WHERE NO BENEFICIARIES EXIST OR MAY EXIST

WHEREAS, pursuant to C.R.S. §31-30.5-209 a notice was published in a newspaper having general circulation within the Town of Haxtun on May 31, 2023, stating the intent of the town council of the Town of Haxtun to use old hire police officers’ pension funds according to those uses permitted by Colorado law and requesting objections from any persons who believed they are or may be entitled to benefit payments from said fund as to the proposed uses of the fund; and

WHEREAS, no objections by any person believing that person is or may be entitled to benefit payments from the old hire police pension funds has been received by the town council.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HAXTUN, COLORADO, THAT:

1. The Town of Haxtun gave public notice, at least sixty (60) days prior to the consideration and adoption of this resolution, of the town’s intent to use the town’s Old Hire Police Officers’ Pension Fund (“Fund”) according to the uses allowed under C.R.S. section 31-30.5-209
2. In the public notice, the town requested that any beneficiaries file an objection to said uses.
3. The Town received no objections from any person who believes that he or she is entitled to or may be entitled to benefit payments from said Fund.
4. The town council now finds that no person or persons is, and no person can become eligible for payment of a benefit from the Town of Haxtun’s Old Hire Police Officers’ pension fund established pursuant to C.R.S. section 31-30.5-201(2).
5. The town council hereby authorizes use of the Fund for any or all of the following purposes:
 - a. To make contributions to the defined benefit system trust fund pursuant to C.R.S. section 31-31-402(2);
 - b. To make contributions under the federal social security laws if the town’s police department are covered by the social security laws;
 - c. In addition, any money in the fund that is attributable to contributions by the town and to interest on such contributions may be used for any police-related purpose and, if no such police-related need exists, for any purpose as decided by the governing body of the municipality.

6. If, within one year after the adoption of this resolution any person establishes a claim to a benefit from the fund, the Town of Haxtun shall repay to the fund any money expended from the fund and no such additional expenditures shall be made from the fund.
7. Effective date: this resolution shall be effective upon adoption by the Town Council.

**INTRODUCED, ADOPTED, AND RESOLVED THIS 7 DAY OF
AUGUST, 2023.**

TOWN OF HAXTUN

Lori Lundgren, Mayor Protem

ATTEST:

Kelsey Harms, Town Clerk

Northeast Colorado Regional Innovative Housing Strategies Intergovernmental Agreement. The Town, along with 11 other Towns are joining together to participate in the DOLA Innovative Affordable Housing Planning Grant to fund a regional code audit, a regional development handbook, a housing needs assessment for aging adults, and implementation of land use/zoning code and policy updates to incentivize affordable housing. The total cost of the project is estimated at \$176,000 but the Town will only be responsible for \$648.83. A motion was made by T. Pope and seconded by D. Green to approve the IGA and to make Ron Carpenter the signer. All present voted in favor; motion passed.

**NORTHEAST COLOARDO REGIONAL INNOVATIVE HOUSING STRATEGIES
INTERGOVERNMENTAL AGREEMENT**

THIS NORTHEAST COLOARDO REGIONAL INNOVATIVE HOUSING STRATEGIES INTERGOVERNMENTAL AGREEMENT (the “IGA”) is made between the Counties of Yuma, Phillips, and Sedgwick; the Cities of Holyoke, Brush, Yuma and Wray; and the Towns of Akron, Haxtun, Paoli, Julesburg, Sedgwick, Ovid, Wiggins, and Peetz, Colorado; each a Participating Local Government, as included in the Department of Local Affairs (DOLA) State of Colorado Intergovernmental Grant Agreement for SLFRF: IHOP-PLN058 Wray—Northeast Colorado Regional Innovative Housing Strategies, individually reference herein as a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, and 29-20-105 authorize and encourage governments to cooperate with each other for purposes of planning and development and to provide for the joint exercise of functions and services to which each is individually authorized;

WHEREAS, The governing board of each Party and of the City Wray (“Wray”) adopted a resolution supporting, or conditionally supporting, the City of Wray’s submission of an application for a DOLA HB21-1271 Innovative Affordable Housing Planning Grant (“IHOP Grant”) to fund a project (“Project”) for a Final Informal Memo, regional code audit, a regional development handbook,

a housing needs assessment for aging adults, and implementation of land use/zoning code and policy updates to incentivize and/or reduce barriers to affordable housing development in the Northeast region of Colorado (“Project”);

WHEREAS, the City of Wray invested staff time and efforts to prepare the IHOP Grant application (“Application Investment”);

WHEREAS, the City of Wray’s IHOP Grant application was one of sixteen applications selected by the Department of Local Affairs (DOLA) for consideration of IHOP funding;

WHEREAS, the estimated total cost for the Project is \$176,000.00. As set forth herein, each Party shall contribute a portion of the 15% match requirement for the Project, which totals \$26,400.00;

WHEREAS, the Parties desire to enter into this IGA to address the Parties’ participation in and financial contributions toward the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and undertakings hereinafter set forth, the Parties agree as follows:

1. **RECITALS.** The Recitals set forth above are incorporated into and made a part of this IGA.
2. **FUNDING CONTRIBUTION.**
 - a. Within 90 days of receipt of an invoice from the City of Wray, each Party shall reimburse City of Wray for a portion of the \$24,150.00 Project match required under the IHOP Grant as set forth below:
 - i. Philips County: \$2,993.06
 - ii. Yuma County: \$6,599.28
 - iii. Sedgwick County: \$1,588.37
 - iv. Town of Akron: \$1,163.53
 - v. Town of Haxtun: \$648.83
 - vi. City of Holyoke: \$1,547.41
 - vii. Town of Paoli: \$31.71
 - viii. Town of Julesburg: \$860.92
 - ix. Town of Sedgwick: \$114.97
 - x. Town of Ovid: \$179.72
 - xi. City of Yuma: \$2,290.06
 - xii. City of Brush: \$3,535.52
 - xiii. Town of Wiggins: \$924.35
 - xiv. Town of Peetz: \$138.75
 - b. As a result of these contributions, the City of Wray’s share of the Project’s match requirement is \$1,533.52.
 - c. The Parties’ respective total contributions towards the Project’s match requirement, as set forth in Sections 2.a. and b. above, equate to the following percentages:
 - i. Philips County: 12.4%
 - ii. Yuma County: 27.3%
 - iii. Sedgwick County: 6.6%
 - iv. Town of Akron: 4.8%
 - v. Town of Haxtun: 2.7%
 - vi. City of Holyoke: 6.4%

- vii. Town of Paoli: 0.1%
- viii. Town of Julesburg: 3.6%
- ix. Town of Sedgwick: 0.5%
- x. Town of Ovid: 0.7%
- xi. City of Yuma: 9.5%
- xii. City of Brush: 14.6%
- xiii. Town of Wiggins: 3.8%
- xiv. Town of Peetz: 0.6%
- xv. City of Wray. 6.4%

3. **AUTHORIZED REPRESENTATIVES.** Each Party’s representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Parties designate their authorized representatives under this Agreement as follows:

- 7.1. Phillips County designate: Laura Schroetlin or his/her designee(s).
- 7.2. Yuma County designates: Brandi Ritchey or his/her designee(s).
- 7.3. Sedgwick County designates: Rhonda Graham or his/her designee(s).
- 7.4. Town of Akron designates: Dencia Raish or his/her designee(s).
- 7.5. Town of Haxtun designates: Ron Carpenter or his/her designee(s).
- 7.6. City of Holyoke designates: Jeremy Thompson or his/her designee(s).
- 7.7. Town of Paoli designates: Lacie Groshans or his/her designee(s).
- 7.8. Town of Julesburg designates: Greg Nein or his/her designee(s).
- 7.9. Town of Sedgwick designates: Heather Moore or his/her designee(s).
- 7.10. Town of Ovid designates _____ or his/her designee(s).
- 7.11. City of Yuma designates: Scott Moore or his/her designee(s).
- 7.12. City of Brush designates: Monte Torres or his/her designee(s).
- 7.13. Town of Wiggins designates: Tom Acre or his/her designee(s).
- 7.14. Town of Peetz designates: Evelyn Gardiner or his/her designee(s).
- 7.15. City of Wray designates: James DePue or his/her designee(s).

4. **RECORDKEEPING.** The City of Wray agent shall be responsible for maintaining records consistent with the Agreement.

5. **TERM.** The Agreement will commence on August 8, 2023, and shall expire on the date the last action is taken by the City of Wray, consistent with the terms of the Department of Local Affairs (DOLA) State of Colorado Intergovernmental Grant Agreement for SLFRF: IHOP-PLN058 Wray—Northeast Colorado Regional Innovative Housing Strategies (the “Term”).

6. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request as soon as possible, but in no event longer than two (2) business days, in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or

confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

7. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the County of Yuma, in which the City of Wray is fiscal agent.
8. **TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
9. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:
10. **ENTIRE AGREEMENT.** This IGA is intended as the complete integration of all understandings among the Parties. No prior resolution, and no prior or contemporaneous addition, deletion, or other amendment to this IGA shall have any force or effect, unless embodied herein in writing. No subsequent amendment shall have any force or effect unless contained in a written agreement executed by the Parties.
11. **ENFORCEMENT.** The enforcement of this IGA and all rights of action relating to such enforcement, are reserved to the Parties.
12. **NO ASSUMPTION OF LIABILITIES.** By entering into and performing under this IGA no Party is assuming any liability for the acts or omissions of any other Party or third parties.
13. **GOVERNMENTAL IMMUNITY.** Nothing contained in this IGA shall give or allow any claim or right of action by any other third person, nor shall anything contained in this IGA be construed as a waiver of any provision of the Colorado Governmental Immunity Act,

C.R.S. §§ 24-10-101, *et. seq.*, as amended. The Parties intend that any person or entity other than the Parties be deemed an incidental beneficiary only.

14. **OFFICIALS NOT TO BENEFIT.** No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this IGA or any benefit that may arise therefrom.
15. **NON-APPROPRIATION.** This IGA shall not be interpreted to impose a multi-year obligation on the Parties. Financial commitments of the Parties under this IGA payable after the current fiscal year are contingent upon funds for this IGA being appropriated, budgeted and otherwise made available by a Party. If funds for this IGA are not budgeted and appropriated in any year subsequent to the fiscal year of execution of this IGA, a Party may immediately terminate its participation in this IGA by giving the other Parties notice of such non-appropriation.
16. **NO EMPLOYMENT RELATIONSHIP.** By entering into and performing under this IGA no Party is acting as an agent, servant or employee of any other Party.
17. **EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES.** This IGA may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this IGA. Only the following two forms of electronic signatures shall bind the Parties: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; or (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121.
18. **GENERAL TERMS AND CONDITIONS**
 - a. **Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
 - b. **Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
 - c. **Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
 - d. **No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
 - e. **Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its

- provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- f. **Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
 - g. **Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
 - h. **Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
 - i. **Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
 - j. **Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
 - k. **No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
 - l. **Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.
 - m. **Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its

formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- n. **Authority to Execute.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature blocks to be added for each entity upon receipt of designee from each participating local government.

TOWN OF HAXTUN

By _____
RON CARPENTER, SUPERINTENDENT
145 S COLORADO AVE
PO BOX 205
HAXTUN, COLORADO 80731

ATTEST:

Kelsey Harms, Town Clerk

Every Bloomin' Thing submitted an application for Economic Incentives for their business façade renovation. The business applied for \$13,340.84 in incentives. These incentives included a use tax waiver, building permit waiver, and other incentives that included exterior beautification. After some discussion from the Council, a motion was made by D. Green and seconded by B. Cionek to approve the \$11,949.32 of incentives for the waiver of the use tax and building permit, and most of the exterior improvements. All present voted in favor; the motion passed.

The regularly scheduled meeting for September will fall on Labor Day. The Council held some discussion about when to reschedule the meeting. A motion was made by T. Pope and seconded by D. Anderson to move the meeting to Tuesday, September 5, 2023. All present voted in favor, the motion passed.

Discussion Items:

None

Staff Reports:

Ron Carpenter, Town Superintendent

- Working with CIRSA on the insurance claims after the hail event in June. The adjuster was in Haxtun and looked at all the Town properties, after the depreciation was taken from the replacement cost, the actual value was \$47,292.89. This includes a new roof on Town Hall and resealing the library roof, the latter was already in the budget for this year. If the Town completes the full

scope of work, we could be entitled to recover the depreciation value.

- The pool plumbing is all roughed in. The next step will be to have the floors poured and then the building can go up. Ron is hoping the pool decking will be poured in the following weeks.
- The new shop building is officially complete and we have submitted our last grant report with DOLA.

Tom Bullard, Chief of Police

- School starts, August 15th: working on security training with staff
- Working with Colorado State Patrol to conduct an every 15-minute program.

Kelsey Harms, Town Clerk/Treasurer

- Received the renewal liquor license for R&T Holdings, which was mailed to the State for approval.
- 2023 CML district meeting is September 20 in Sterling, Council needs to notify Kelsey if interested in attending
- The Council received a thank you note from the Orth Family for the memorial plant
- The PCED update was emailed to the Council

Council Concerns:

- D. Green: Would like to know what could be done about all the dead limbs in the park trees. Ron informed Dave he has a plan once the ground hardens and the sprinklers are not running to avoid tearing up the grass, and the Town crew could trim trees. Dave was also curious about what Ron did with the dump. Ron explained that he gets a burn permit from the State each year.
- B. Cionek: Wanted to know if the contractor has rescheduled the time to paint Colorado Ave. Ron is still working with the contractor to get this task completed.

A motion was made by B. Cionek and seconded by T. Pope to adjourn the meeting. The meeting adjourned at 7:29 pm subject to the call of the Mayor.

Kelsey Harms
Town Clerk