



# Town Board Agenda Regular Meeting – Phone conference March 31, 2020 12:00 PM

## MISSION STATEMENT

*“The Town of Center, Colorado shall provide strong leadership, inspire community pride, maintain fiscal accountability and through its employees offer a high level of service to the residents, businesses, and visitors of the community.”*

### Town of Center is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

**Any citizen who wants to join this public conference call meeting, you may dial any one of the below numbers, follow prompt to enter Meeting ID and Pound Sign (#) there is no other ID so press Pound (#) again.**

+1 669 900 6833 US

+1 346 248 7799 US

+1 301 715 8592 US

+1 312 626 6799 US

+1 929 205 6099 US

+1 253 215 8782 US

Meeting ID: **834 380 4391**

### ORDER OF SPEAKING

MAYOR HERMAN SISNEROS

MAYOR PRO-TEM MARY MCCLURE

TRUSTEE GALLEGOS

TRUSTEE BILL MCCLURE

TRUSTEE ADELINE SANCHEZ

TRUSTEE HURTADO

TRUSTEE JAMES SANCHEZ

ATTORNEY MIKE TRUJILLO

## “THIS AGENDA MAY BE AMENDED”

1. MEETING CALLED TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
2. A MOTION TO APPROVE THE AGENDA
3. NEW BUSINESS
  - A. RESOLUTION AUTHORIZING ELECTRONIC MEETING
  - B. LA SIERRA BAR – LIQUOR LICENSE RENEWAL
  - C. CENTER LIQUOR – LIQUOR LICENSE RENEWAL
  - D. IGA – County /Road Paving
  - E. RESOLUTION OPPOSING WATER FROM RIOGRANDE BASIN
  - F. UTILITY SUSPENSION OR SHUTOFFS
  - G. BRAD STIENS – UTILITIES
4. OLD BUSINESS



**Town Board Agenda  
Regular Meeting – Phone conference  
March 31, 2020  
12:00 PM**

- A. CENTER SCHOOL /TOWN AGREEMENT
- B. CENTER FIRE DISTRICT

**5. A MOTION TO ADJOURN THE MEETING**

Posted on  
March 30, 2020  
Center Town Hall and Center Post office

**TOWN OF CENTER  
RESOLUTION 03/31/2020**

**A RESOLUTION OF THE TOWN OF CENTER BOARD OF TRUSTEES  
AUTHORIZING AN ELECTRONIC MEETING PARTICIPATION POLICY  
FOR THE TOWN OF NEDERLAND**

**WHEREAS**, the Novel Coronavirus 2019 (COVID-19) Pandemic is causing widespread human and economic impacts to Town of Center, Colorado ("Town"); and

**WHEREAS**, due to the COVID-19 Pandemic, the Saguache County Public Health along with the guidance from the State of Colorado's Governor's office recommending no social engagement of more than 9 people; and

**WHEREAS**, the Town government must continue to operate during a local disaster or emergency, while taking measures to protect the health, safety, and welfare of its employees, officials, and the public; and

**WHEREAS**, the Town Board of Trustees desires to hold its regularly scheduled meetings and any special meetings to continue to govern for the Town of Center; and

**WHEREAS**, the Town Board of Trustees desires to implement a process for holding public meetings using a virtual meeting system.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF CENTER, COLORADO:**

**Section 1.** The above recitals are hereby incorporated by reference.

**Section 2.** The Board of Trustees adopts the Electronic Meeting Participation Policy, attached hereto.

**Passed and adopted at a regular meeting of the Town Board of the Town of Center held this 31st day of March 2020.**

By: \_\_\_\_\_  
Mayor Herman Sisneros

ATTEST:

\_\_\_\_\_  
Brian Lujan, Town Clerk

**TOWN OF CENTER, COLORADO**  
**TELEPHONIC/ELECTRONIC MEETING PARTICIPATION POLICY**  
**DURING TIMES OF EMERGENCY**

**I. Purpose**

The purpose of this policy is to specify the circumstances under which the Board of Trustees may hold regular and special meetings via telephone or other electronic means of participation, such as video-conferencing or virtual meeting systems. Electronic participation has inherent limitations because Electronic Participation effectively precludes members of the Board of Trustees from contemporaneously observing documentary information presented during meetings; from fully evaluating a speaker's non-verbal language in assessing veracity or credibility; and from observing in nonverbal explanations during a speaker's presentation or testimony.

**II. Statement of General Policy**

The Board of Trustees may participate in an electronic meeting only in accordance with this policy.

**III. Emergency Situations**

In the event of an emergency, a member or all members of the Town Board of Trustees may participate in a meeting of the Town Board of Trustees by telephone or other acceptable electronic means as follows:

1. The Town Administrator or the Mayor determines that meeting in person is not practical or prudent, because of a health pandemic, natural disaster, or other declaration of emergency affecting the Town.
2. Meetings held by telephone or other electronic means shall be open to the public.
3. Participation by telephone or other electronic means must permit clear, uninterrupted, and two-way communication for the participating Trustee(s).
4. Quasi-judicial matters and public hearings on quasi-judicial matters shall not be held but shall be continued to a date certain.
5. Members of the public can hear, participate and/or read all discussion, testimony and votes, unless not feasible due to the pandemic or emergency.
6. All votes of the Board of Trustees during such meetings are conducted by roll call.
7. Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection; and
8. The Mayor may adjourn the meeting if the participation by telephone or other electronic means results in interference in the meeting process; e.g., where the telephone or electronic connection is repeatedly lost, the quality of the connection is unduly noisy, or a participating member is unable to hear other speakers using a normal speaking voice amplified to a level suitable for the meeting audience in attendance.
9. To the extent possible, fully and timely notice is given to the public setting forth the time of the meeting, that the meeting will be occurring in an electronic format and the access information for the meeting.

**IV. Arranging Electronic Participation**

The Town shall initiate the Electronic Participation ten (10) minutes prior to the scheduled time of the meeting.

MADE EFFECTIVE THIS 31ST DAY OF MARCH 2020

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Saguache, Colorado, a political subdivision (hereinafter "County") and Town of Center, a Colorado public entity (hereinafter "Town").

WHEREAS, the Town is a public entity and has the legal responsibility and authority for maintaining certain roads, bridges and public access ways within its jurisdiction; and

WHEREAS the Town has a need for paving and repair to certain street with the limits of the Town; and

WHEREAS, the Town does not have adequate equipment for the proposed paving project of streets and road within its jurisdiction; and

WHEREAS, the County has the equipment and personnel with the expertise to perform the paving project and is willing to provide the services as set forth in Appendix A to this I.G.A., and assist the Town in the completion of the paving project; and

WHEREAS, the County and the Town are authorized to enter into this Agreement pursuant to Colorado Constitution Article XIV, Sec. 18.

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

1. That the County will provide for the services as outlined in Appendix A for the sum of \$541,539.02. This sum is subject to adjustment by mutual agreement of the parties.

The Town will pay to the County 50% of the total cost of the paving project as set forth in Appendix A, as a deposit, within 10 days of the date of this agreement. The remainder of the cost of the project will be paid by the Town within 30 days of receipt of an invoice from the County

2. The County and Town will agree upon a schedule for paving project as set forth in Attachment A, which may be amended from time to time consistent with this Agreement.
3. The County will maintain records of the services provided under the terms of this IGA and make them available to the Town upon request.
4. The County and Town agree to mutually indemnify and hold harmless each other and their Elected Officials, employees, agents and representatives. Since the County is the party performing the "work" under this agreement, it agrees to indemnify and hold harmless the Town and its elected officials, employees, agents and representatives from any and all claims, actions, damages, and other causes of action for personal injury, loss of life, damages to property and any other cause, which arise or could arise, from the provision of the services outlined in this Agreement, and any amendments thereto, and

the Exhibits thereto, and from any and all costs, attorney fees, expenses and other liabilities incurred or arising from any such claims, as well as any judgments, orders, decrees, or liens resulting therefrom, which claims or causes of action may be based upon the negligence or willful or wanton conduct of the County.

The parties agree that the liability of each other's indemnification obligation under this Agreement shall not exceed those amounts set forth in the Colorado Governmental Immunity Act, §24-10-101, et. seq., C.R.S., as now existing or as may be hereafter amended from time to time.

The terms of this Agreement are not intended to nor should be interpreted as conferring or establishing benefits to any third party or person or entity not party to this Agreement.

5. The County agrees that it shall procure and maintain, at its own expense and without costs to the Town, throughout the term of this Agreement, the following types and amounts of insurance, or in the alternative will provide comparable coverage through a State approved self-insurance program:
  - a. Comprehensive General Liability Insurance, with a minimum limit of Six Hundred Thousand Dollars (\$600,000) combined with a single limit for each occurrence.
  - b. Automobile Liability Insurance coverage for all vehicles to be used for the Agreement, owned, non-owned and hired vehicles, with a minimum of Six Hundred Thousand Dollars (\$600,000) combined single limit for each occurrence.
  - c. Workers Compensation Insurance.

The preceding policy limits are intended to comply with the threshold limits for the Colorado Governmental Immunity Act as set forth in §24-10-114(a)(b). In the event that those limits should change during the term of this Agreement, the County agrees that the required coverage limits set forth herein shall automatically change without any requirement for a formal amendment to this Agreement. The general liability insurance certificate shall also contain a valid provision or endorsement that the insurance coverage may not be canceled, terminated, changed or otherwise modified without thirty (30) days advance written notice to the County. The insurance requirements contained in this Agreement shall remain in effect for the term of this Agreement and the subsequent applicable statute of limitations on actions which may arise as a result of the Agreement.

6. The parties, by signing this Agreement, acknowledge and certify that they have the authority to enter into and be bound by the terms contained in this Agreement.
7. This document contains the entire Agreement between the parties and may be modified only in a writing signed by both parties.

SAGUACHE COUNTY:

THE BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY:

\_\_\_\_\_  
BY:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

TOWN OF Center COLORADO:

\_\_\_\_\_  
BY:

ATTEST:

\_\_\_\_\_  
Clerk



Center Paving Request - 2020

Street	Length/ Ft.	Width/ Ft.	Depth/Inches	Sq. Ft.	Sq. Yds.	165 lbs/Sq.Yd.
Second	2,650	25	1.5	66250	7361.111	1214583.333
Third	2646	25	1.5	66150	7350.000	1212750.000
Fourth	2645	25	1.5	66125	7347.222	1212291.667
Fifth	2643	25	1.5	66075	7341.667	1211375.000
Sixth	2641	25	1.5	66025	7336.111	1210458.333
Seventh	1878	25	1.5	46950	5216.667	860750.000
Hurt	2120	25	1.5	53000	5888.889	971666.667
Warden	2120	25	1.5	53000	5888.889	971666.667
Wills	2119	25	1.5	52975	5886.111	971208.333
Miles	2118	25	1.5	52950	5883.333	970750.000
Sisneros	2118	25	1.5	52950	5883.333	970750.000

Radii = 2/tons each : 41 @ \$91.32 = \$3,744.12

Tons	\$91.32 per ton.
607.292	\$ 55,457.88
606.375	\$ 55,374.17
606.146	\$ 55,353.24
605.688	\$ 55,311.38
605.229	\$ 55,269.53
430.375	\$ 39,301.85
485.833	\$ 44,366.30
485.833	\$ 44,366.30
485.604	\$ 44,345.37
485.375	\$ 44,324.45
485.375	\$ 44,324.45
5889.125	\$ 537,794.90
	\$ 541,539.02

**A RESOLUTION OPPOSING EXPORTATION OF WATER  
FROM THE RIO GRANDE BASIN**

WHEREAS, the economic and cultural well-being of the citizens of Alamosa is tied to and dependent upon the strength of the agricultural community that gives Alamosa vitality; and

WHEREAS, the conservation, protection, and use of the water resources of the Rio Grande basin are vital to the continued prosperity of both the agricultural sector and the entire population of Alamosa and the San Luis Valley; and

WHEREAS, the exportation of water from the Rio Grande basin to other basins is a direct threat to the prosperity of the City of Alamosa and of all its citizens; and

WHEREAS, the exportation of water from the Rio Grande basin and the aquifers thereof impacts the sustainability of the water supply, including the sustainability of the confined aquifer from which the City of Alamosa derives its water supply; and

WHEREAS, the City Council has been made aware of a scheme for the exportation of water out of the Rio Grande basin, similar to past attempt to export water from the Rio Grande basin, being promoted by an entity calling itself Renewable Water Resources, LLC, and claiming that the water exportation scheme was "Created by the people of the San Luis Valley;" and "benefits everyone;" and

WHEREAS the City Council does not believe either of those statements to be true, and, as noted above, believes the scheme to export water from the Rio Grande basin will harm the economic and cultural prosperity of the citizens of Alamosa and of the San Luis Valley;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO:

Section 1: The City Council of the City of Alamosa, Colorado opposes any attempt to export water from the Rio Grande basin to another basin.

Section 2: The City Council directs staff to monitor any schemes to export water out of the Rio Grande basin, in particular the Renewable Water Resources scheme referenced above, and identify appropriate junctures to oppose such export schemes, including, but not limited to, the filing of statements of opposition in water court, and coordination with other entities opposing such export schemes, such as the Rio Grande Water Conservation District.

Section 3: This resolution to be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ATTEST

CITY OF ALAMOSA, COLORADO

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Holly C. Martinez, City Clerk

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Ty Coleman, Mayor



## **D 2020 012**

### **EXECUTIVE ORDER**

#### **Order Limiting Evictions, Foreclosures, and Public Utility Disconnections and Expediting Unemployment Insurance Claim Processing to Provide Relief to Coloradans Affected by COVID-19**

Pursuant to the authority vested in the Office of the Governor of the State of Colorado and, in particular, pursuant to Article IV, Section 2, of the Colorado Constitution and the relevant portions of the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.* (Act), I, Jared Polis, Governor of the State of Colorado, hereby issue this Executive Order limiting evictions, foreclosures, and public utility disconnections and improving and expediting unemployment insurance claim processing to mitigate, respond to, and recover from the current economic disruption due to the presence of coronavirus disease 2019 (COVID-19) in Colorado.

#### **I. Background and Purpose**

On March 5, 2020, the Colorado Department of Public Health and Environment's (CDPHE) public health laboratory confirmed the first presumptive positive COVID-19 test result in Colorado. Since then, the number of confirmed cases has continued to climb, and we have evidence of community spread throughout the State. I verbally declared a disaster emergency on March 10, 2020, and issued the corresponding Executive Order D 2020 003 on March 11, 2020.

My administration, along with other State, local, and federal authorities, has taken a wide array of actions to mitigate the effects of the pandemic, prevent further spread, and protect against overwhelming our health care resources.

The economic impacts of COVID-19 are significant, and threaten to undermine the economic stability of many Coloradans and local businesses. The risk of contamination posed by COVID-19 has necessitated closure of multiple businesses. Employers and employees in virtually all sectors of the economy have been hard hit. We must take action to shore up economic security, employment, community cohesion, and community recovery.

By this Executive Order, I am temporarily limiting evictions, foreclosures, and public utility disconnections and providing support to unemployed Coloradans affected by the COVID-19 pandemic. I am further mobilizing State resources to improve and expedite efforts to mitigate, respond to, and recover from the current economic disruption caused by the COVID-19 pandemic. This Executive Order will help protect the economic well-being of Colorado's communities and businesses during the coming weeks and months.





concerning such action shall be made available on the Treasurer's website, electronic mail (if possible) and automated messages.

- J. For purposes of this Executive Order, "low-income households" means households below 50% of area median income.
- K. Nothing in this Executive Order relieves a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due, or otherwise comply with the public health and safety requirements or other legal requirements.

### **III. Utility Directives**

- A. I direct the Public Utilities Commission (PUC), within DORA, to work with all public utilities in the State to suspend service disconnections for delayed or missed payments from residential and small business consumers related to the impacts of COVID-19.
- B. I further direct the PUC to work with all public utilities to waive reconnection fees and suspend accrual of late payment fees for all residential customers and small business consumers most significantly burdened by the impacts of COVID-19 as well as to make reasonable efforts to reinstate service for those customers currently disconnected for nonpayment or arrearage related to the impacts of COVID-19.
- C. I further direct the PUC to work with all public utilities to develop and provide payment assistance programs to aid customers, particularly customers qualified for the Low Income Energy Assistance Program, in the payment of their utility bills, related to the impacts of COVID-19.
- D. I further direct the PUC to work with public utilities to provide guidance on prioritizing payment assistance. Further, the PUC shall collect and monitor relevant data from public utilities on the implementation of Statewide measures undertaken in response to this Executive Order and on a weekly basis report these efforts to the Office of the Governor and post them on PUC's website.
- E. I direct the Colorado Energy Office to work with providers, trade associations, and consumers of propane heating across the State to evaluate impacts related to COVID-19, and to report relevant recommendations to the Office of the Governor to mitigate the impacts related to COVID-19.
- F. For purposes of this Executive Order, "small business consumers" means a public utility customer whose utility service is classified as a small business user or a



small commercial user pursuant to a utility tariff established by the PUC or a public utility customer who is seeking such tariff status.

- G. For purposes of this Executive Order, “public utility” or “public utilities” means an investor-owned, municipal, or cooperative entity providing electric, gas, or water service within the State of Colorado.

#### IV. Unemployment Insurance Directives

- A. I order that one million dollars (\$1,000,000) from the Disaster Emergency Fund be encumbered and made available to CDLE to improve and expedite services available to individuals applying for unemployment insurance (UI) benefits to promote the economic stability of the State. These funds shall remain available for this purpose until six (6) months from the date of this Executive Order and any unexpended funds shall remain in the Disaster Emergency Fund. Funds reimbursed by the federal government will be returned to the Disaster Emergency Fund.
- B. CDLE shall expedite UI benefits claim processing and distribution of payments to ensure displaced workers as a result of the impacts of COVID-19 will begin receiving such payments within ten (10) days of the receipt of filing their completed applications to the extent practicable.
- C. To accomplish directives IV.A. and IV.B., I suspend the requirement under:
- i. C.R.S. § 8-73-107(1)(d) that UI benefit recipients serve an unpaid waiting week prior to receiving benefits, and C.R.S. § 8-73-107(1)(g)(I) that UI benefit recipients actively seek work.
  - ii. C.R.S. § 8-73-108(e) that UI benefits are charged to employer experience rating accounts, and I direct CDLE, through the Division of Unemployment Insurance, to charge benefits for claims resulting from the impact of COVID-19 to the fund rather than to employer experience rating accounts.
  - iii. C.R.S. § 8-74-102(1) that CDLE staff notify other interested parties upon receipt of a UI benefit claim and that such parties be afforded twelve (12) calendar days to respond to said claim before CDLE issues a decision to award benefits, and I direct CDLE, through the Division of Unemployment Insurance, to prioritize the UI benefit payments resulting from the impacts of COVID-19 before providing notification of interested parties and additional fact finding as necessary to ensure prompt payment of benefits.





## **TOWN OF ELIZABETH**

MICHELLE M. OESER TOWN CLERK / ADMINISTRATIVE SERVICES DIRECTOR

March 18, 2020

Name

Address

City, State Zip

### **Temporary Suspension of Water Shut Offs**

In this time of emergency, the Town of Elizabeth will not be performing red tag water shut offs. The town wants to make sure everyone has the ability to follow the CDC guidelines and support your efforts in reducing your risk associated with the COVID-19 virus.

All fees and interest will continue to accumulate on your utility account. Keep in mind that your account will be significantly behind if payments are not made to try and bring the account current.

The town is asking that you continue to make payments on your utility account throughout this period of time, no matter how long it may last.

Thank you,

Michelle M. Oeser

Town Clerk / Administrative Services Director





### Agreement with the Town of Center and Center Consolidated School District

A work session between the Center Town Board- Mayor Herman Sisneros, Mayor Pro-Tem Mary McClure, James Sanchez, Archie Gallegos, Jaime Hurtado, Adeline Sanchez, Bill McClure, the town manager Brian Lujan, and CCSD superintendent, Carrie Zimmerman, was held on February 18, 2020 to discuss the town and school district IGA. The main point of conversation was related to the IT and automotive services the district currently provides to the town. The town agreed to pay the district \$1500 a month for the next three months, March through May, for the district to continue providing these services to the town.

The district and town both recognized the partnership that has existed between the two entities and would like to continue a positive working relationship.

The district agreed to keep a record of the monthly work done for the town for the next three months, so that this can be reviewed and reassessed by the town board and the district superintendent in May 2020. Further decisions related to this IGA will be discussed and agreed upon at the May meeting.

Center Schools will bill the Town of Center, at the beginning of each month, starting in March 2020 through May 2020, for services rendered.

Town Manager- Center

Superintendent - CCSD

Date

Date