



Town Board Agenda  
Special Meeting  
August 27, 2019  
5:00 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."*

1. FINANCIALS -5:00 P.M.
2. MEETING CALLED TO ORDER, ROLL CALL, and PLEDGE OF ALLEGIANCE
3. A MOTION TO APPROVE THE AGENDA
4. APPROVAL OF PAYABLES
5. APPROVAL OF JULY FINANCIALS
6. OLD BUSINESS
  - A. ARNULFO HERNANDEZ - HORSE
  - B. GOALS –
    1. ANNEXATION OF CONSAUL PROPERTY
  - C. TREES – 354 W. 3<sup>RD</sup> ST.
7. NEW BUSINESS
  - A. AUTHORIZATION SIGNATURE FOR CHIEF CONTRACT
  - B. MOU WITH VWHS CDBG GRANT
  - C. IGA/ SAGUACHE COUNTY - ELECTION
  - D. RESOLUTION- PARTICIPATION IN NOVEMBER ELECTION
  - E. QUOTE FROM WESTERN UNITED
11. CALENDAR ITEMS
12. A MOTION TO ADJOURN THE MEETING



Town Board Agenda  
Special Meeting  
August 27, 2019  
5:00 PM

Posted on  
August 23, 2019  
Center Town Hall and Center Post office  
This agenda may be amended

Check Issue Dates: 8/23/2019 - 8/23/2019

Aug 23, 2019 10:21AM

Report Criteria:  
 Report type: GL detail  
 Check Type = (<-) "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>12066</b>										
08/19	08/23/2019	12066	2523	ADRIAN DURAN	082919	1	12-561-599-00	.00	100.00	100.00
08/19	08/23/2019	12066	2523	ADRIAN DURAN	082919	2	11-561-599-00	.00	100.00	100.00
08/19	08/23/2019	12066	2523	ADRIAN DURAN	082919	3	10-561-599-00	.00	100.00	100.00
08/19	08/23/2019	12066	2523	ADRIAN DURAN	082919	4	01-561-599-00	.00	100.00	100.00
Total 12066:										400.00
<b>12067</b>										
08/19	08/23/2019	12067	2807	ALEX MARQUEZ	6075008	1	11-220-000-00	.00	145.01	145.01
Total 12067:										145.01
<b>12068</b>										
08/19	08/23/2019	12068	1259	AMERICAN ELECTRIC COMPAN	0116-462418	1	10-552-675-00	.00	419.52	419.52
Total 12068:										419.52
<b>12069</b>										
08/19	08/23/2019	12069	2078	BERG, HILL, GREENLEAF, RUS	073119	1	12-552-537-00	.00	815.00	815.00
Total 12069:										815.00
<b>12070</b>										
08/19	08/23/2019	12070	1046	CENTRAL PUMP COMPANY	8275	1	12-552-776-10	.00	216.64	216.64
Total 12070:										216.64
<b>12071</b>										
08/19	08/23/2019	12071	1047	CENTURYLINK	080819	1	01-552-537-00	.00	2.03	2.03
08/19	08/23/2019	12071	1047	CENTURYLINK	080819	2	01-552-537-00	.00	71.65	71.65
08/19	08/23/2019	12071	1047	CENTURYLINK	080819	3	10-552-537-10	.00	71.65	71.65
08/19	08/23/2019	12071	1047	CENTURYLINK	080819	4	11-552-537-01	.00	71.65	71.65
08/19	08/23/2019	12071	1047	CENTURYLINK	080819	5	12-552-537-01	.00	71.65	71.65

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 12071:										
<b>12072</b>										
08/19	08/23/2019	12072	2664	CIELLO	081019	1	01-552-537-00	.00	209.59	209.59
08/19	08/23/2019	12072	2664	CIELLO	081019	2	10-552-537-10	.00	209.59	209.59
08/19	08/23/2019	12072	2664	CIELLO	081019	3	11-552-537-01	.00	209.58	209.58
08/19	08/23/2019	12072	2664	CIELLO	081019	4	12-552-537-01	.00	209.59	209.59
Total 12072: 838.35										
<b>12073</b>										
08/19	08/23/2019	12073	2411	CMAA	080119	1	01-558-535-10	.00	175.00	175.00
08/19	08/23/2019	12073	2411	CMAA	080119	2	01-558-555-00	.00	60.00	60.00
Total 12073: 235.00										
<b>12074</b>										
08/19	08/23/2019	12074	2765	COUNTY LINE SMALL ENGINE	2692	1	01-561-587-30	.00	175.26	175.26
Total 12074: 175.26										
<b>12075</b>										
08/19	08/23/2019	12075	1081	DISH NETWORK	081119	1	12-552-526-05	.00	27.67	27.67
08/19	08/23/2019	12075	1081	DISH NETWORK	081119	2	11-552-526-05	.00	27.69	27.69
08/19	08/23/2019	12075	1081	DISH NETWORK	081119	3	10-552-526-05	.00	27.67	27.67
08/19	08/23/2019	12075	1081	DISH NETWORK	081119	4	01-552-526-05	.00	27.67	27.67
Total 12075: 110.70										
<b>12076</b>										
08/19	08/23/2019	12076	1083	DOMESTIC IRRIGATION, INC	0018808	1	01-561-624-50	.00	262.00	262.00
Total 12076: 262.00										
<b>12077</b>										
08/19	08/23/2019	12077	1112	HAMILTON ASSOCIATES, INC	190268-01F	1	10-552-675-00	.00	63.29	63.29

Check Issue Dates: 8/23/2019 - 8/23/2019

Aug 23, 2019 10:21AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
12077										
Total 12077:										
63.29										
12078										
08/19	08/23/2019	12078	2082	MADDOX COLLECTIONS	306855	1	01-552-551-00	.00	19.13	19.13
08/19	08/23/2019	12078	2082	MADDOX COLLECTIONS	306855	2	10-552-551-00	.00	19.11	19.11
08/19	08/23/2019	12078	2082	MADDOX COLLECTIONS	306855	3	11-552-551-00	.00	19.13	19.13
08/19	08/23/2019	12078	2082	MADDOX COLLECTIONS	306855	4	12-552-551-00	.00	19.13	19.13
Total 12078:										
76.50										
12079										
08/19	08/23/2019	12079	1168	PINNACOL ASSURANCE	19674303	1	12-202-000-00	.00	707.72	707.72
08/19	08/23/2019	12079	1168	PINNACOL ASSURANCE	19674303	2	10-202-000-00	.00	697.70	697.70
08/19	08/23/2019	12079	1168	PINNACOL ASSURANCE	19674303	3	11-202-000-00	.00	711.06	711.06
08/19	08/23/2019	12079	1168	PINNACOL ASSURANCE	19674303	4	01-202-000-00	.00	2,652.52	2,652.52
Total 12079:										
4,769.00										
12080										
08/19	08/23/2019	12080	1915	PITNEY BOWES	081519	1	12-552-542-20	.00	16.03	16.03
Total 12080:										
16.03										
12081										
08/19	08/23/2019	12081	2208	PUBLIC SERVICE COMPANY O	14944	1	10-550-300-01	.00	76,348.69	76,348.69
Total 12081:										
76,348.69										
12082										
08/19	08/23/2019	12082	1205	SAN LUIS VALLEY R.E.C.	081519	1	01-561-544-00	.00	165.00	165.00
Total 12082:										
165.00										
12083										
08/19	08/23/2019	12083	1224	SHERWIN WILLIAMS CO	1231-3	1	01-561-940-00	.00	553.83	553.83
08/19	08/23/2019	12083	1224	SHERWIN WILLIAMS CO	1778-3	1	01-561-940-00	.00	99.92	99.92

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 12083:										
12084	08/19	08/23/2019	12084	2805 SOUTHERN VALLEY K-9 & SEC	070419	1	01-561-599-00	.00	418.75	418.75
08/19	08/23/2019	12084	2805 SOUTHERN VALLEY K-9 & SEC	070419	070419	2	10-561-599-00	.00	418.75	418.75
08/19	08/23/2019	12084	2805 SOUTHERN VALLEY K-9 & SEC	070419	070419	3	11-561-599-00	.00	418.75	418.75
08/19	08/23/2019	12084	2805 SOUTHERN VALLEY K-9 & SEC	070419	070419	4	12-561-599-00	.00	418.75	418.75
Total 12084:										
1,675.00										
12085										
08/19	08/23/2019	12085	1218 STUART C IRBY, CO	S011455090.	S011455090.	1	10-552-595-00	.00	279.03	279.03
08/19	08/23/2019	12085	1218 STUART C IRBY, CO	S011455090.	S011455090.	2	11-552-595-00	.00	279.02	279.02
Total 12085:										
558.05										
12086										
08/19	08/23/2019	12086	1521 UPPER RIO GRANDE ANIMALS	415		1	01-561-598-00	.00	1,000.00	1,000.00
Total 12086:										
1,000.00										
12087										
08/19	08/23/2019	12087	1245 VALLEY LUMBER & SUPPLY CO	7331157		1	01-561-940-00	.00	12.48	12.48
Total 12087:										
12.48										
12088										
08/19	08/23/2019	12088	1251 VERIZON	9835855076	9835855076	1	12-552-537-01	.00	178.59	178.59
08/19	08/23/2019	12088	1251 VERIZON	9835855076	9835855076	2	11-552-537-01	.00	178.58	178.58
08/19	08/23/2019	12088	1251 VERIZON	9835855076	9835855076	3	10-552-537-10	.00	178.58	178.58
08/19	08/23/2019	12088	1251 VERIZON	9835855076	9835855076	4	01-552-537-00	.00	178.58	178.58
Total 12088:										
714.33										
12089										
08/19	08/23/2019	12089	2806 VERNA CORDOVA		082019	1	01-552-555-00	.00	114.00	114.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 12089										
12090	08/19	08/23/2019	12090	1253 WESTERN AREA POWER ADMI	082219	1	10-550-300-01	.00	14,475.31	14,475.31
Total 12090										
12091	08/19	08/23/2019	12091	2137 XCEL ENERGY GAS	081419	1	11-550-300-00	.00	47,201.06	47,201.06
Total 12091										
Grand Totals:										
										151,748.60

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-201-000-00	.00	6,297.41-	6,297.41-
01-202-000-00	2,652.52	.00	2,652.52
01-552-526-05	27.67	.00	27.67
01-552-537-00	461.85	.00	461.85
01-552-551-00	19.13	.00	19.13
01-552-555-00	114.00	.00	114.00
01-558-535-10	175.00	.00	175.00
01-558-555-00	60.00	.00	60.00
01-561-544-00	165.00	.00	165.00
01-561-587-30	175.26	.00	175.26
01-561-598-00	1,000.00	.00	1,000.00
01-561-599-00	518.75	.00	518.75
01-561-624-50	262.00	.00	262.00
01-561-940-00	666.23	.00	666.23
10-201-000-00	.00	93,308.89-	93,308.89-
10-202-000-00	697.70	.00	697.70
10-550-300-01	90,824.00	.00	90,824.00
10-552-526-05	27.67	.00	27.67

GL Account	Debit	Credit	Proof
10-552-537-10	459.82	.00	459.82
10-552-551-00	19.11	.00	19.11
10-552-595-00	279.03	.00	279.03
10-552-675-00	482.81	.00	482.81
10-561-599-00	518.75	.00	518.75
11-201-000-00	.00	49,361.53-	49,361.53-
11-202-000-00	711.06	.00	711.06
11-220-000-00	145.01	.00	145.01
11-550-300-00	47,201.06	.00	47,201.06
11-552-526-05	27.69	.00	27.69
11-552-537-01	459.81	.00	459.81
11-552-551-00	19.13	.00	19.13
11-552-595-00	279.02	.00	279.02
11-561-599-00	518.75	.00	518.75
12-201-000-00	.00	2,780.77-	2,780.77-
12-202-000-00	707.72	.00	707.72
12-552-526-05	27.67	.00	27.67
12-552-537-00	815.00	.00	815.00
12-552-537-01	459.83	.00	459.83
12-552-542-20	16.03	.00	16.03
12-552-551-00	19.13	.00	19.13
12-552-776-10	216.64	.00	216.64
12-561-599-00	518.75	.00	518.75
Grand Totals:	151,748.60	151,748.60-	.00



Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City Recorder \_\_\_\_\_

Report Criteria:  
Report type: GL detail  
Check Type = (<>) "Adjustment"

Account Inquiry - Single Account  
 Period: 07/19  
 Account: 99-158-000-01 CASH CLEARING-UTILITIES

Period Amounts	07/19	06/19	05/19	04/19	03/19	02/19	01/19	00/19	14/18	13/18
Debits	373,970.40	419,001.45	527,882.78	381,090.36	511,003.50	509,230.94	449,429.98	.00	.00	.00
Credits	(375,996.58)	(419,001.45)	(527,882.78)	(381,090.36)	(504,409.35)	(515,825.09)	(449,429.98)	.00	.00	.00
YTD Balance	(2,026.18)	.00	.00	.00	.00	(6,594.15)	.00	.00	.00	.00

Actual Includes: Actual  
 Display account's normal balance.

Account Inquiry - Single Account  
Period: 07/19  
Account: 99-158-000-01 CASH CLEARING -UTILITIES

12/18	07/18
12/31/2018	07/31/2018
454,427.10	322,548.34
(454,427.10)	(322,548.34)
.00	.00

Actual includes: Actual  
Display account's normal balance.

# EXHIBIT I-H

## MEMORANDUM OF UNDERSTANDING

Town of Center

AND

Valley-Wide Health Systems, Inc.

### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August, 2019, by and between: The Town of Center, Colorado, a local government, 294 Worth St., Center, CO 81125 (hereinafter referred to as "Center"), and Valley-Wide Health Systems, Inc., a Non Profit Federally Qualified Health Center, 128 Market St, Alamosa, CO 81101 (hereinafter referred to as "VWHS");

WHEREAS, VWHS is in the process of developing a fully renovated modern dental clinic project within the corporate limits of Center, commonly known and referred to as the Center Dental Clinic (the "Project"); and

WHEREAS, in conjunction with the Project, Center has previously submitted a grant application and agreed to act as a sponsor of a Community Development Block Grant ("CDBG") in the amount of \$600,000 (the "Grant") from the Department of Local Affairs, an agency of the State of Colorado, ("DOLA"); and

WHEREAS, Center executed the primary contract with DOLA on \_\_\_\_\_, which contract specified within the approved Scope of Services that Center, as contractor, "expect to carryout a major portion of the Project activities through VWHS, an eligible sub-recipient of Community Development Block Grant funds; who will own the building;" and

WHEREAS, it is both necessary and desirable for Center to enter into this Agreement with VWHS for purposes of setting forth the relative responsibilities of the parties with respect to the planning, development and construction of the Project, and the expenditure of Grant funds in conjunction therewith; and

WHEREAS, it is the mutual desire of the parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. In consideration of Centers's willingness to act as the sponsor of the CDBG Grant and to enable Grant funding of the Project, VWHS agrees as follows:
  - (a) VWHS agrees that it shall manage, develop and carry out construction of the project in conformity with all applicable building, zoning and development regulations. The Project will be owned by VWHS.
  - (b) VWHS agrees to maintain and keep the property in a good and orderly condition and utilize it as a Dental Clinic within the Center, Colorado community.
  - (c) VWHS shall provide to Center copies of all correspondence received from or sent to DOLA related to the utilization or expenditure of Grant funds as referenced in this contract, within the Grant application, or within any agreements with DOLA.
  - (d) VWHS shall promptly comply with all financial management regulations, policies, guidelines and requirements as set forth in the most current edition of the Community Development Block Grant Housing Guidebook.

## EXHIBIT I-H

### MEMORANDUM OF UNDERSTANDING

- (e) VWHS, in connection with this Project, agrees that it will carry out and comply with all of the rules, regulations and standards set forth in the DOLA "Guidebook for Public Facilities and Construction Projects" with respect to environmental protection, civil rights, property acquisition, relocation, labor and construction and project close-out.
  - (f) VWHS agrees that it will carry out all of the work elements in a satisfactory and proper manner, assure that the Grant funds are expended solely for Project activities and in the amounts budgeted under the Project responsibilities required by and set forth within Center's contract with DOLA (Project No. 19-501) as amended. The contents of these documents, attached hereto as Exhibits \_\_\_\_\_ and \_\_\_\_\_, are specifically incorporated by reference herein.
  - (g) VWHS shall be responsible for the same audit requirements as Center, as specified in Center's contract with DOLA. VWHS shall provide Center with a copy of the annual audit report as required under the Single Audit Act of 1984, as amended in 1996. Center is required to have a Single Audit annually, which requirement must also be met by VWHS.
2. VWHS agrees to prepare all quarterly financial and performance reports, as required under the CDBG Guidelines and shall provide copies of such reports to Center and the Department of Local Affairs in a timely manner.
3. VWHS shall prepare all requests for payment, which requests shall then be forwarded to Center along with supporting documentation (invoices, check copies, purchase orders, etc.) to substantiate the request for a draw down of funds. After review, Center shall forward the request to DOLA for payment. Upon receipt of payment, Center shall forward the funds to VWHS. Center shall require documentation evidencing that such funds were appropriately expended on the Project, and copies of checks and payment of bills by VWHS shall be provided to Center for its permanent records. If Center receives an advance of CDBG funds from the State, VWHS shall be required to submit copies of invoices, check copies, purchase orders or similar evidence of indebtedness to substantiate any draw down of CDBG funds from the Department of Local Affairs.
4. Prior to any request for reimbursement for authorized activities to be funded under the Community Development Block Grant, VWHS shall have in place all financing for the Project inclusive of construction financing, permanent financing, and any bridge loans, as required.
5. VWHS shall provide certification to Center and to DOLA that the selection of contractors and purchase of materials to accomplish the project shall follow and be in accordance with the appropriate procurement standards to the Community Block Grant Guidebook.
6. VWHS's request for final payment shall be submitted in accordance with the provisions set forth in Paragraph 5 of the contract between Center and DOLA, dated \_\_\_\_\_, pertaining to Project No. 19-501.
7. VWHS agrees to comply with all other terms, conditions and obligations pertaining to the ownership, development, construction and management of the Project as required under any contractual documents executed by Center with DOLA or the State of Colorado. In the event there is any liability accruing from inappropriate expenditure of

EXHIBIT I-H

MEMORANDUM OF UNDERSTANDING

Grant funds by Center, other than as a result of the negligence of VWHS, Center agrees to be responsible therefore.

- 8. In order to protect the interests of the State of Colorado and the interests of Center, as grant recipient, VWHS agrees that as a condition of receipt of the funds, a lien on the property to be acquired shall be created and placed of record, pursuant to which the State of Colorado shall have a right of reimbursement of grant funds in the event the use of the property as a dental clinic is discontinued on or before 5 years from the date grant funds are disbursed.
- 9. It is the intent of this Agreement to assure that all contractual obligations concerning the ownership, development, construction, and management of the Project shall be accomplished by VWHS, and that the role of Center in conjunction with said Project, other than planning and development approval, shall be limited to making application for the Community Development Block Grant funds and acting as a conduit for the authorized expenditure of such funds in accordance with the contractual documents.
- 10. Time is of the essence with respect to the covenants, conditions and obligations contained herein, as well as those set forth in the existing contracts pertaining to Project No. 19-501 involving DOLA and the State of Colorado.
- 11. The terms of this Agreement shall be binding upon the representative parties, their successors and assigns.

The Parties agree that this agreement is effective as of the day and year first written above pending Centers execution of the primary contract with DOLA. Upon execution of the primary contract, this agreement can/will be amended with a letter signed by representatives of both parties to include the date of execution of the primary agreement and any exhibits to this contract resulting from the execution of the primary agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

\_\_\_\_\_  
\_\_\_\_\_

By: Herman Cisneros, Mayor  
(Name and Title)

Attest: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: Jania Arnoldi, President/CEO  
(Name and Title)



# Town Of Center

P.O. Box 400 • 294 South Worth • Center, CO 81125 • 719-754-3497(Phone) • 719-754-3379(Fax)

## Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input checked="" type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME:

## APPLICANT

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

## OWNER

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

## TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name:  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:



# Town Of Center

P.O. Box 400 • 294 South Worth • Center, CO 81125 • 719-754-3497(Phone) • 719-754-3379(Fax)

## DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor  
Parcel Number

Existing  
Zoning:

Existing Land  
Use:

Proposed Land  
Use:

Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature





# Town Of Center

P.O. Box 400 • 294 South Worth • Center, CO 81125 • 719.754.3497(Phone) • 719.754.3379(Fax)

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## Conditions of the Variance

1. There will be an annual review and renewal of the variance.
2. The 1<sup>st</sup> year fee of fifty dollars(\$50.00) is required and the fee may be waived by the Board of Trustees for following years
3. No other animal other than the horse on record will be allowed on the property. If something happens to the horse on record the variance is null and void. Any other animal will have to come to the Board of Trustees.
4. A picture of the animal must be on file at Town Hall.
5. The animal must be well kept and all waste removed weekly.
6. If there are complaints you agree to remove the animal at the request of the Town.

## Additional Conditions

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Acknowledged BY Sergio Hernandez Date 8/18/19



**TRISH GILBERT**  
**SAGUACHE COUNTY CLERK & RECORDER**  
501 4<sup>TH</sup> ST PO BOX 176  
SAGUACHE, COLORADO 81149  
TELEPHONE: 719 655 2512 FAX 719 655 2730  
tgilbert@saguachecounty-co.gov

**INTERGOVERNMENTAL AGREEMENT FOR 2019**  
**COORDINATED ELECTION**

This Intergovernmental Agreement (“Agreement”) is entered into between the **Saguache County Clerk and Recorder (“County Clerk”)** and the **Town of Center (“Entity”)**, effective **August 27, 2019**.

Pursuant to 1-7-116(2), C.R.S., as amended, the County Clerk and the Entity will enter into an agreement for the administration of their respective duties concerning the conduct of the **2019 Coordinated Election** to be held on **November 5, 2019**.

The County Clerk and the Entity are authorized to conduct elections as provided by law, and an election is required pursuant to 1-4-201, C.R.S., and 1-7-116(1), C.R.S. The County Clerk will conduct the Election as a “Vote Center Election” as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended (“Code”) and the current Colorado Secretary of State Election Rules, as amended (“Rules”); and the Entity has certain ballot race(s) and/or ballot measures to present to its eligible electors.

The County Clerk and the Entity agree as follows:

**ARTICLE I**  
**PURPOSE AND GENERAL MATTERS**

**A. Goal**

The purpose of this Agreement is to set forth the respective tasks in order to conduct the Election and to allocate the cost.

**B. Coordinated Election Official**

The County Clerk will act as the Coordinated Election Official (“CEO”) in accordance with the Code and Rules and will conduct the Election for the Entity.

The County Clerk designates Desiree Gerade, whose telephone number is 719-655-2512, as the "Contact Officer", to act as the primary liaison between the County Clerk and the Entity. The Contact Officer will act under the authority of the County Clerk and will have primary responsibility for the coordination of the Election with the Entity.

**C. Designated Election Official**

The Entity designates \_\_\_\_\_ as its "Designated Election Official" ("DEO"), whose phone number is \_\_\_\_\_, cell number is \_\_\_\_\_, email address is \_\_\_\_\_, and fax number is \_\_\_\_\_, to act as primary liaison between the Entity and the Contact Officer.

The DEO will have primary responsibility for Election procedures to be handled by the Entity in accordance with the Code and Rules. The DEO must be readily available and accessible during regular business hours and at other times when notified by the Contact Officer, in advance, for the purposes of consultation and decision-making on behalf of the Entity. The DEO is responsible for responding to inquiries made by its voters or others interested in the Entity's election.

**D. Jurisdictional Limitation**

The Entity encompasses territory within Saguache County, Colorado. This Agreement applies only to that portion of the Entity situated within Saguache County.

**E. Term**

The term of this Agreement will be from the date set forth above through December 31, 2019 and will apply only to the Election.

**ARTICLE II  
DUTIES OF THE COUNTY CLERK**

**A. Voter Registration**

Supervise, administer, and provide necessary facilities and forms for all regular voter registration sites.

**B. Ballot Preparation**

1. Layout the text of the ballot in a format that complies with Code and Rules. To avoid ballot space issues, the County Clerk requests each ballot measure is not more than 250 words.
2. The County Clerk will assign the letter and/or number of the Entity's ballot measure(s) which will appear on the ballot and provide this assignment to the Entity.

*Type and sign name on the line provided to indicate acknowledgement.*

Trish Gilbert

\_\_\_\_\_ X \_\_\_\_\_

3. Provide ballot printing layouts and text for the Entity's review and signature. If the

Entity fails to provide approval by the required deadline, the content is to be considered approved.

4. Certify the ballot content to the printer(s).
5. Contract for ballots.

**C. Voter Lists**

Upon request of the Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in the Entity.

**D. Election Judges**

Appoint, instruct, and compensate a sufficient number of election judges.

**E. Distribution and Processing of Ballots**

1. Provide that mail-in ballot packets be mailed to every eligible elector and will be conducted in accordance with C.R.S. Title 1, Article 8.
2. Conduct mail, accessible and emergency voting.
3. Obtain and provide all ballots and supplies necessary for mail, accessible and emergency voting together with replacement ballots and affidavits and ballots for property owners who live in another Colorado county.
4. Provide all necessary equipment, forms, and supplies to conduct the Election, including electronic voting equipment.

**F. Street Locator File**

Provide the Entity a street locator file, which lists the street addresses located in the Entity within the statewide voter registration system. In order for the County Clerk to provide correct ballots to the electors, it is critical that the information contained in the Entity's locator file be accurate.

**G. Election Day Preparation**

1. Provide no later than twenty (20) days before the Election, notice by publication of a vote center election in accordance with 1-5-205(1.4), C.R.S.
2. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing, post-election audit and Election Day needs.
3. Prepare and run pre-election logic and accuracy testing and audits of the voting system in accordance with 1-7-509, C.R.S. and Rules.
4. Conduct post-election audit of voting equipment and vote-counting equipment in accordance with 1-7-509, C.R.S. and Rules.

**H. TABOR Notice**

1. Tabor Notice requirement is the sole responsibility of the Entity. See Article III, Section G.

**I. Counting Ballots**

1. Conduct and oversee the ballot counting process and report the results by Entity.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site. If it is determined that counting must be moved to an established backup site, all related costs shall be paid by the Entities.

- J. Certifying Results**
  1. Appoint, instruct, and oversee the Board of Canvassers.
  2. Certify the results of the Entity's Election within the time required by law and provide the Entity with a copy of all Election statements and certificates required under Code.
  3. If a recount is called for, conduct a recount in accordance with Code.
- K. Recordkeeping**
  1. Pursuant to 1-7-802, C.R.S., store all Election records as required.
  2. Keep an accurate account of all Election costs.
- L. No Expansion of Duties**

Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in Code or Rules.

### ARTICLE III DUTIES OF THE ENTITY

- A. Authority**

Provide the County Clerk with a copy of the Ordinance or Resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The Ordinance or Resolution will further authorize the presiding officer of the Entity or other designated person to execute this Agreement.
- B. Call and Notice**
  1. Publish all notices relative to the Election as required by Code, Rules, and Entity's Charter and any other statute, rule or regulation.
  2. Entities governed by Title 32 will be responsible for mailing the required notice to each address of one or more active registered electors who do not reside within Saguache County or counties where the Entity is located in accordance with 1-7-906(2), C.R.S.
- C. Voting Jurisdiction**
  1. Review the information contained in the Street Locator file and certify its accuracy, as well as any changes, additions or deletions to the file. It is the Entity's responsibility to ensure that the information contained in the locator file is an accurate representation of the Entity's street indexes contained within the Entity's legal boundaries. The certification of the Street Locator file shall be made no later than **August 27, 2019 at 4:00 p.m.** to the County Clerk. If the certification is not provided by the date specified, the Entity may not participate in the Election. Street Locator is included with this Agreement.
- D. Petitions, Preparation and Verification**

Perform all responsibilities required to certify any candidate or initiative petition to the ballot.
- E. Ballot Preparation**

Effective December 5, 2016, Saguache County was determined by the Census Bureau to be a county subject to the minority language assistance provisions of the Voting Rights Act of 1965, as amended. Saguache County is listed as covered by Section 203 of the Act, and is obligated to provide the minority language for the Hispanic group. All Election material, with the exception of a Tabor Notice, must be provided in both English and Spanish.

1. Be solely responsible for determining whether a ballot race or ballot measure is properly placed before the voters.

Each ballot measure submitted shall be followed by the words “Yes” and “No”.

❖ *Type and sign* name on the line provided to indicate acknowledgement.

\_\_\_\_\_X\_\_\_\_\_

2. Pursuant to 1-5-203(3)(a), C.R.S. provide a certified copy of the ballot content (race(s), and measure(s) to the County Clerk as an email attachment to Trish Gilbert, [tgilbert@saguachecounty-co.gov](mailto:tgilbert@saguachecounty-co.gov) or on a USB drive, at the earliest possible time and in any event no later than sixty days before the election, **September 6, 2019, at 4:00 p.m.** The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots in the following format:

Microsoft Word '10 or a version of Microsoft Word able to be converted to

Microsoft Word '10

Font Type: Arial

Font Size: 8 point

Justification: Left

All Margins: 0.5 inches

Provide audio pronunciation of all candidates and/or ballot issues or ballot questions

3. The certified list of ballot race(s) and/or measure(s) will be final.
4. Proofread and approve the Entity's ballot content for printing within one business day of receipt from the County Clerk. The Entity will provide a fax number and designate a person to be available for proofing and approving ballot content for printing. Due to time constraints, the Entity must provide contact information for someone who is available from 8:00 a.m. to 4:00 p.m. from **September 6, 2019, until September 30, 2019**, or until final approval of printing of ballots has been reached. The County Clerk agrees to keep all contact personnel informed of ballot printing status. The Entity has designated \_\_\_\_\_, whose phone number is \_\_\_\_\_, cell phone number is \_\_\_\_\_, email address is \_\_\_\_\_, and fax number is \_\_\_\_\_.
5. Once approval has been received, the County Clerk will not make any changes to the ballot content. If the Entity fails to provide approval by the required deadline, the content is to be considered approved.
6. The Entity will defend and resolve at its sole expense all challenges relative to the ballot race(s) and/or measure(s) as certified to the County Clerk for inclusion in the Election.

**F. Election Participation**

If requested by the County Clerk, provide person(s) to participate and assist in the Election process. The person(s) provided by the Entity must be registered to vote in Saguache County and be a resident of the District.

**G. TABOR Notice**

1. The Entity is responsible for preparing and mailing a TABOR Notice for any ballot measure(s). The Entity will do so in compliance with Article X, Section 20, of the Colorado Constitution and any pertinent Code and Rule.
2. The Entity will be solely responsible for calculating and providing to the County Clerk any fiscal information necessary to comply with TABOR. The County Clerk will in no way be responsible for the Entity's compliance with TABOR or the accuracy of the fiscal information.
3. The process of receiving written comments relating to ballot measure(s) and summarizing such comments, as required by TABOR, is the sole responsibility of the Entity.
4. The Entity will be solely responsible for its preparation, accuracy, and the language and will submit such notice, including pro and con summaries and fiscal information, to the County Clerk no later than **September 20, 2019, at 4:00 p.m.**, pursuant to 1-7-904, C.R.S. Such notice will be provided to the County Clerk as an email attachment to Trish Gilbert, [tgilbert@saguachecounty-co.gov](mailto:tgilbert@saguachecounty-co.gov) or on a USB drive in the following format:

Microsoft Word '10 or a version of Microsoft Word able to be converted to Microsoft Word '10  
 Font Type: Arial  
 Font Size: 10 point  
 Justification: Left  
 All Margins: 0.5 inches

5. The certified text, summary of comments and fiscal information submitted by the Entity will be final.
6. Pursuant to 1-7-906(2), C.R.S. the Entity will be responsible for mailing the TABOR Notice to each address of one or more active registered electors who do not reside within Saguache County. A copy of such published notice will be submitted to the County Clerk for its records.

**H. Legal Notices**

Publication of legal notices concerning the Entity election, which are to be published prior to certification of the ballot content to the County, will be the responsibility of the Entity. A copy of such published notice will be submitted to the County Clerk for its records.

Publication of legal notices concerning the Coordinated Election, which are required to be published after certification of the ballot contents to the County, will be the responsibility of the County Clerk.

**I. Cancellation of Election by the Entity**

If the Entity resolves not to participate in the Election, notice will be delivered in writing to the Contact Officer immediately; *provided* however, that the Entity will not cancel after the 25<sup>th</sup> day prior to the Election, **October 11, 2019**, pursuant to 1-5-208(2). The Entity shall reimburse the County Clerk for the actual expenses incurred in preparing for the Election. If cancellation occurs after the certification deadline, full election costs may be incurred. The Entity will provide notice by publication, as defined in Code, of cancellation of the Election and a copy of such notice will be posted at each voting location, in the office of the Entity, in the office of the County Clerk, in the office of the DEO and, if the Entity is a special district, in the office of the Division of Local Government.

## ARTICLE IV COSTS

### A. Election Costs

The minimum fee for election services is \$1000.00

1. The Entity's proportional share of costs will be based on County expenditures relative to the Election and the number of electors per Entity. Costs include, but are not limited to: supplies, printing, postage, legal notices, temporary labor, rentals, and other expenses attributable to the County Clerk's administration of the Election for the Entity. The Entity will be charged its pro-rated share of election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.
2. The Entity affirms that it has sufficient funds available in its approved budget to pay its pro-rated Election expenses.
3. If it is determined that counting must be moved to an established backup site, the Entity will be charged its pro-rated share.
4. The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be pro-rated among the participating Entities.
5. Upon receipt of the invoice, pay to the County Clerk within thirty (30) days.
6. The Entity will pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to the Entity's participation in the Election.

### B. Invoice

The County Clerk will submit to the Entity an itemized invoice for all expenses incurred under this Agreement and the Entity will remit to the County Clerk the total due upon receipt. Any amount not paid within thirty (30) days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law. The itemized invoice will be sent to Entities mid to late December.

## ARTICLE V MISCELLANEOUS

### A. Entire Agreement

This Agreement will constitute the entire agreement between the parties as to the subject matter and supersede all prior or current agreements, proposals, negotiations, understandings, representations, and all other communications, both oral and written.

### B. Indemnification

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party, its officials, officers, employees and agents from and against any and all losses, costs (including attorneys' fees), demands or actions arising out of or related to any negligent actions, errors or omissions of the indemnifying party in connection with the transactions contemplated by this Agreement.

In the event a court of competent jurisdiction finds the Election for the Entity was void or otherwise fatally defective as a result of the sole breach or failure of the County Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Entity will be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid



by the Entity to the County Clerk. The County Clerk will in no event be liable for any expenses, damages, or losses in excess of the amounts paid under this Agreement. This remedy will be the sole exclusive remedy for the breach available to the Entity.

No term or condition in this agreement will constitute a waiver of any provisions of the Colorado Government Immunity Act.

**C. Conflict of Agreement with Law, Impairment**

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties that the remaining provisions of the Agreement will be of full force and effect.

**D. Time of Essence**

Time is of the essence in the performance of this Agreement. The time requirements of Code and Rules will apply to completion of required tasks.

**E. No Third-Party Beneficiaries**

Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties and nothing contained herein will give or allow any such claim or right of action by any other person or Entity.

**F. Governing Law, Jurisdiction and Venue**

This Agreement, the interpretation and rights of the parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado will have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising will lie in the District Court in and for the County of Saguache, State of Colorado.

**G. Headings**

The section headings in this Agreement are for reference only and will not affect the interpretation or meaning of any provision of this Agreement.

**H. Severability**

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision will be deemed to be severable, and all other provisions of this Agreement will remain fully enforceable, and this Agreement will be interpreted in all respects as if such provision were omitted.

The parties have executed this Agreement to be effective upon the date first above written.

**SAGUACHE COUNTY, COLORADO  
CLERK AND RECORDER**

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

X \_\_\_\_\_  
**Trish Gilbert**

**NAME OF ENTITY:**

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

**Town of Center  
Authorized Representative**

\_\_\_\_\_  
Entity Phone Number

X \_\_\_\_\_  
**Signature of Authorized Representative for  
Entity**

Activity	Special District	Municipal Clerk	County Clerk	Comments
Publish Call for Nominations, if applicable	X	X		
Prepare nomination petition packets, distribute, and accept, if applicable	X	X		County Clerk may distribute petition for template purposes only
Verify petitions, if applicable	X	X	X	Clerk and DEO work together to complete
Administer Fair Campaign Finance Act, if applicable	X	X		Oversee Candidate Compliance
Required plans prepared and submitted to Secretary of State			X	Mail Ballot, Security and Watcher Plans
Sign Intergovernmental Agreement	X	X	X	
Preliminary list of registered voters, if applicable	X	X	X	May use Petition module in SCORE to verify petitions.
Certify Ballot to County Clerk	X	X		Please use Ballot Content Certification Form provided by Clerk (Attachment #1) – MUST BE SIGNED BY DEO
Ballot Content Authorization to County Clerk	X	X		Please use Ballot Content Authorization Form provided by Clerk (Attachment #2) – MUST BE SIGNED BY DEO
TABOR Notice Certification, if applicable	X	X		Please use Tabor Notice Certification Form provided by Clerk (Attachment #3) – MUST BE SIGNED BY DEO
TABOR Notice Publication, if applicable			X	
Appoint & compensate Election Judges			X	Costs are split proportionally between entities and Saguache County based on number of ballots printed
Program Ballot into computers			X	Dominion Voting Systems - Costs are split proportionally between entities and Saguache County based on number of ballots printed
Print Ballots			X	Vendor outsourced
Election systems hardware testing			X	Dominion Election Management Systems
Public Logic and Accuracy Testing			X	Required by the State of Colorado
Cost of election materials	X	X	X	Costs are split proportionally between entities and Saguache County based on number of ballots printed
Assemble ballot packets			X	Judges, in house at VSPC
Receive returned ballots, verify signatures and process ballots			X	Judges, in house at VSPC
Count and tabulate ballots			X	Judges, in house at VSPC
Publish election notice			X	Clerk will publish 20 day coordinated notice.
Voter Service Polling Center (VSPC) OPEN			X	Saguache County VSPC will be open from October 21 through election day, excluding Sundays



Western United Electric Supply  
 Corporation  
 100 Bromley Business Pkwy  
 Brighton, CO 80603  
 1 (800) 748-3116

SALES QUOTE			
Quote Number <b>46225</b>			
Ship Via OCC	Order Date 8/13/2019	Valid Thru 9/13/2019	Page 1 / 1
Freight Terms	Terms Net 30	Sales Person Brenda Freeman	

**Sold To:**  
**TOWN OF CENTER**  
 691 E 3RD  
 PO BOX 400  
 CENTER CO 81125  
 USA

**Ship To:**  
**TOWN OF CENTER MUNIC**  
 691 E 3RD  
 PO BOX 400  
 CENTER CO 81125  
 USA

Customer PO #	Buyer DAVID MEHAFFIE	Order Comments
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Customer Part #	Vendor Part #	Lead Time (weeks)	Description	Quantity	Unit Price	Total
1	1/0 FS 15KV 220	1 week	1/0 FS STR AL 15KV 220 MIL EPR-JKT 16#14 CU NEU (163-23-3072)	2,500.00	2.62	6,550.00
2	1/0 FS 15KV 220 WUE OWNED	stock	1/0 FS STR AL 15KV 220 MIL EPR-JKT 16#14 CU NEU(163-23-3072)	5,000.00	2.62	13,100.00

Subtotal: 19,650.00  
 Freight: 0.00  
 Tax: 0.00

<b>Total Order Value:</b>	<b>19,650.00</b>
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