



# Town Board Agenda Regular Meeting February 11, 2025 5:15 P.M.

## **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."*

"THIS AGENDA MAY BE AMENDED"

5:15 p.m. – UTILITY WORKSHOP

MEETING CALLED TO ORDER, ROLL CALL AND PLEDGE ALLEGIANCE

1. APPROVAL OF AGENDA
2. CITIZEN COMMENTS
3. CONSENT AGENDA
  - A. COURT REPORT
  - B. POLICE REPORT
  - D. PUBLIC WORKS DEPT. REPORTS
    1. L&P
    2. Gas
    3. Water
    4. Sanitation
    5. Streets and Parks
    6. Code Enforcement
4. MINUTES
  - A. 01/28/25, 01/30/25 and 02/04/25
5. PAYABLES
6. TOWN MANAGER'S REPORT
7. OLD BUSINESS
  - A. SRTS - UPDATE
  - B. CASELLE - TRAINING
  - C. TRUSTEE ISSUES
  - D. UPDATE ON CRIMINAL CODES
  - E. N90 and ARPA FUND
8. NEW BUSINESS
  - A. AMEND MINUTES – EXECUTIVE SESSION PORTION – SEPTEMBER 24
  - B. UPDATES ON BUILDING
  - C. DONATION
  - D. TOWN MANAGER – SECONDARY EMPLOYMENT
  - E. STOP SIGNS
9. CALENDAR ITEMS
10. ITEMS FOR NEXT MEETING
11. ADJOURNMENT

Posted on

February 6, 2025

Center Town Hall and Center Post office  
This agenda may be amended

Report Criteria:

- Include convictions
- Include dispositions for minors

Date	Case Number	Name	Description	Total Amount
01/06/2025	24-178	SCHNEIRDER, DAVID W	PLEA BY MAIL - SPEEDING 5-9 MPH OVER LIMIT	120.00
01/07/2025	24-180	GONZALEZ, CODY R	PLEA BY MAIL - SPEEDING 5-9 MPH OVER LIMIT	120.00
01/15/2025	24-158	QUINTANA, REBECCA	PLEA BY MAIL - SPEEDING 1-4 MPH OVER LIMIT	120.00
01/27/2025	24-079	MALDONADO, MARELY	FINE - DISREGARDED STOP SIGN AT THROUGH HIGHWAYS	170.00
01/31/2025	24-131	RUBIO, JESUS O	FINE - SPEEDING 10-19 MPH OVER LIMIT	170.00
01/31/2025	24-162	DEHERRERA-PEREZ, CARLOS ANTONI	PLEA BY MAIL - SPEEDING 10-19 MPH OVER LIMIT	185.00
01/31/2025	24-168	MARTINEZ, FRANK G	PLEA BY MAIL - SPEEDING 10-19 MPH OVER LIMIT	185.00
01/31/2025	24-169	HAGEDORN, GLEN D	PLEA BY MAIL - SPEEDING 10-19 MPH OVER LIMIT	185.00
01/31/2025	24-172	OSTREGA, JEANNIE	PLEA BY MAIL - SPEEDING 5-9 MPH OVER LIMIT	120.00
01/31/2025	24-181	HUBBARD, COREY L	PLEA BY MAIL - SPEEDING 5-9 MPH OVER LIMIT	120.00
01/31/2025	25-002	GARCIA, ROBERTO L	PLEA BY MAIL - FAILED TO OBSERVE OR DISREGARDED TRAF	120.00

Case Number	Sequence Number	Date	Code	Description	Ordinance Type
24-171	300	01/09/2025	ORD 411		Other
25-001	200	01/07/2025	319	TRAFFIC CONTROLS	State
25-002	200	01/10/2025	300	TRAFFIC CONTROLS	State
25-004	200	01/10/2025	1531	ORDINANCE VIOLATION	Local
	300	01/10/2025	1532	ORDINANCE VIOLATION	Local
25-005	200	01/14/2025	1532	ORDINANCE VIOLATION	Local
	300	01/14/2025	1531	ORDINANCE VIOLATION	Local
25-006	200	01/15/2025	1409		Other
25-007	200	01/21/2025	11019	SPEED	State
25-008	200	01/27/2025	11019	SPEED	State

Start Time	End Time	Description	Schedule Type
05:00 PM	05:10 PM	Case Number: 24-101 – BRIGHT, DAVID B Case number: 24-101 Name: BRIGHT, DAVID B All offenses: FAILED TO OBSERVE OR DISREGARDED TRAFFIC CONTROL DEVICE Officer Name: DONALDSON, K Violation date: 07/25/2024	ARRAIGNMENT <i>Plead Guilty</i>
05:00 PM	05:10 PM	Case Number: 24-082 – MAESTAS GARCIA, SIERRA R Case number: 24-082 Name: MAESTAS GARCIA, SIERRA R All offenses: FAILED TO OBSERVE OR DISREGARDED TRAFFIC CONTROL DEVICE Officer Name: DONALDSON, K Violation date: 07/13/2024	ARRAIGNMENT <i>Plead Guilty</i>
05:00 PM	05:10 PM	Case Number: 24-079 – MALDONADO, MARELY Case number: 24-079 Name: MALDONADO, MARELY All offenses: DROVE VEHICLE WITHOUT VALID DRIVER LICENSE, DISREGARDED STOP SIGN AT THROUGH HIGHWAYS Officer Name: JARAMILLO, MARISOL Violation date: 07/11/2024	ARRAIGNMENT <i>Plead Guilty</i>
05:00 PM	05:10 PM	Case Number: 24-134 – ARELLANO, MIRANDA N Case number: 24-134 Name: ARELLANO, MIRANDA N All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 55 Officer Name: DONALDSON, K Violation date: 10/04/2024	ARRAIGNMENT <i>Plead Guilty</i>
05:00 PM	05:10 PM	Case Number: 24-158 – QUINTANA, REBECCA Case number: 24-158 Name: QUINTANA, REBECCA All offenses: SPEEDING 1-4 MPH OVER LIMIT Officer Name: GUADERRAMA EIDY Violation date: 11/20/2024	ARRAIGNMENT <i>Paid</i>
05:00 PM	05:10 PM	Case Number: 24-159 – CASANOVA, DENNIS Case number: 24-159 Name: CASANOVA, DENNIS All offenses: TRESPASSING Officer Name: MORENO, JONATHAN Violation date: 11/21/2024	ARRAIGNMENT <i>Case Dismissed</i>
05:00 PM	05:10 PM	Case Number: 24-161 – FONSECA PENA, ANTONIO E Case number: 24-161 Name: FONSECA PENA, ANTONIO E All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 63 Officer Name: DONALDSON, K Violation date: 11/28/2024	ARRAIGNMENT <i>Paid</i>
05:00 PM	05:10 PM	Case Number: 24-162 – DEHERRERA-PEREZ, CARLOS ANTONIO Case number: 24-162 Name: DEHERRERA-PEREZ, CARLOS ANTONIO All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 58 Officer Name: DONALDSON, K Violation date: 11/30/2024	ARRAIGNMENT <i>Plead Guilty</i>

Caption		Data
05:00 PM	05:10 PM	Case Number: 24-164 – MARTINEZ,CHARLES Case number: 24-164 Name: MARTINEZ,CHARLES All offenses: TRESPASSING Officer Name: GUADERRAMA EIDY Violation date: 11/22/2024 ARRAIGNMENT FTA
05:00 PM	05:10 PM	Case Number: 24-165 – LEBLANC,TAMARA E Case number: 24-165 Name: LEBLANC,TAMARA E All offenses: SPEEDING 5-9 MPH OVER LIMIT Officer Name: GUADERRAMA EIDY Violation date: 12/04/2024 ARRAIGNMENT FTA
05:00 PM	05:10 PM	Case Number: 24-166 – RUGGIERO,JONATHAN A Case number: 24-166 Name: RUGGIERO,JONATHAN A All offenses: SPEEDING 5-9 MPH OVER LIMIT Posted Speed: 35 Actual Speed: 52 Officer Name: GUADERRAMA EIDY Violation date: 12/05/2024 ARRAIGNMENT Paid
05:00 PM	05:10 PM	Case Number: 24-167 – CHAISE,HARVELL Case number: 24-167 Name: CHAISE,HARVELL All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 60 Officer Name: MORENO, JONATHAN Violation date: 12/07/2024 ARRAIGNMENT Paid
05:00 PM	05:10 PM	Case Number: 24-168 – MARTINEZ,FRANK G Case number: 24-168 Name: MARTINEZ,FRANK G All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 56 Officer Name: DONALDSON, K Violation date: 12/05/2024 ARRAIGNMENT Plead Guilty
05:00 PM	05:10 PM	Case Number: 24-169 – HAGEDORN,GLEN D Case number: 24-169 Name: HAGEDORN,GLEN D All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 55 Officer Name: DONALDSON, K Violation date: 12/07/2024 ARRAIGNMENT Paid
05:00 PM	05:10 PM	Case Number: 24-170 – MCCLAIN,JASON A Case number: 24-171 Name: MCCLAIN,JASON A All offenses: LOCAL ORDINANCE Section 20-80 Officer Name: MORENO, JONATHAN Violation date: 12/08/2024 ARRAIGNMENT Review
05:00 PM	05:10 PM	Case Number: 24-172 – OSTREGA,JEANNIE Case number: 24-172 Name: OSTREGA,JEANNIE ARRAIGNMENT Paid

Caption		Data
All offenses: SPEEDING 5-9 MPH OVER LIMIT Officer Name: MORENO, JONATHAN Violation date: 12/09/2024		
05:00 PM	05:10 PM	Case Number: 24-173 – ZAMORA, MAUEL L Case number: 24-173 Name: ZAMORA, MANUEL L All offenses: SPEEDING 5-9 MPH OVER LIMIT Posted Speed: 35 Actual Speed: 46 Officer Name: MORENO, JONATHAN Violation date: 12/10/2024 ARRAINMENT Paid
05:00 PM	05:10 PM	Case Number: 24-174 – GARCIA, LAINDA Case number: 24-174 Name: GARCIA, LAINDA All offenses: SHOPLIFTING Officer Name: DONALDSON, K Violation date: 12/12/2024 ARRAINMENT FTA
05:00 PM	05:10 PM	Case Number: 24-175 – PADILLA, LEROY L Case number: 24-175 Name: PADILLA, LEROY L All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 58 Officer Name: DONALDSON, K Violation date: 12/13/2024 ARRAINMENT Paid
05:00 PM	05:10 PM	Case Number: 24-176 – VANDERPOOL, DONNA K Case number: 24-176 Name: VANDERPOOL, DONNA K All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 56 Officer Name: DONALDSON, K Violation date: 12/13/2024 ARRAINMENT Trial
05:00 PM	05:10 PM	Case Number: 24-151 – BENNET, BRADLEY E Case number: 24-151 Name: BENNET, BRADLEY E All offenses: SPEEDING 10-19 MPH OVER LIMIT Officer Name: MORENO, JONATHAN Violation date: 10/29/2024 ARRAINMENT Case Dismissed
05:00 PM	05:10 PM	Case Number: 24-131 – RUBIO, JESUS O Case number: 24-131 Name: RUBIO, JESUS O All offenses: SPEEDING 10-19 MPH OVER LIMIT Posted Speed: 45 Actual Speed: 57 Officer Name: DONALDSON, K Violation date: 09/29/2024 ARRAINMENT Plead Guilty
05:00 PM	05:10 PM	Case Number: 24-177 – TRUJILLO, LUCY Case number: 24-177 Name: TRUJILLO, LUCY All offenses: SAFETY BELT REQUIRED Officer Name: DAVID PINO Violation date: 12/18/2024 ARRAINMENT FTA Changed dates

Start Time	End Time	Description	Schedule Type
05:00 PM	05:10 PM	Case Number: 24-178 – SCHNEIRDER,DAVID W Case number: 24-178 Name: SCHNEIRDER,DAVID W All offenses: SPEEDING 5-9 MPH OVER LIMIT Officer Name: GUADERRAMA EIDY Violation date: 12/18/2024	ARRAIGNMENT <i>Paid</i>
05:00 PM	05:10 PM	Case Number: 24-179 – SISNEROS,PHIL Case number: 24-179 Name: SISNEROS,PHIL All offenses: SHOPLIFTING Officer Name: MORENO, JONATHAN Violation date: 12/17/2024	ARRAIGNMENT <i>Case Dismissed</i>
05:00 PM	05:10 PM	Case Number: 24-180 – GONZALEZ,CODY R Case number: 24-180 Name: GONZALEZ,CODY R All offenses: SPEEDING 5-9 MPH OVER LIMIT Officer Name: GUADERRAMA EIDY Violation date: 12/17/2024	ARRAIGNMENT <i>Paid</i>

# Arrest Report

Date Reported Range: **01/01/2025 - 02/04/2025**

**CENTER POLICE DEPARTMENT**  
294 S. WORTH  
CENTER, CO 81125  
(719) 754-2442

<b>Classification</b>	<b>Number of Arrests</b>
ANIMAL PROBLEM	1
ASSAULT	2
DUI	1
OBSTRUCT POLICE	2
PERSON CRIMES	1
TRAFFIC ACCIDENT	2
WARRANT	1
<b>Total Arrests: 10</b>	

# Citation Report

Date Reported: **01/01/2025 - 02/04/2025**

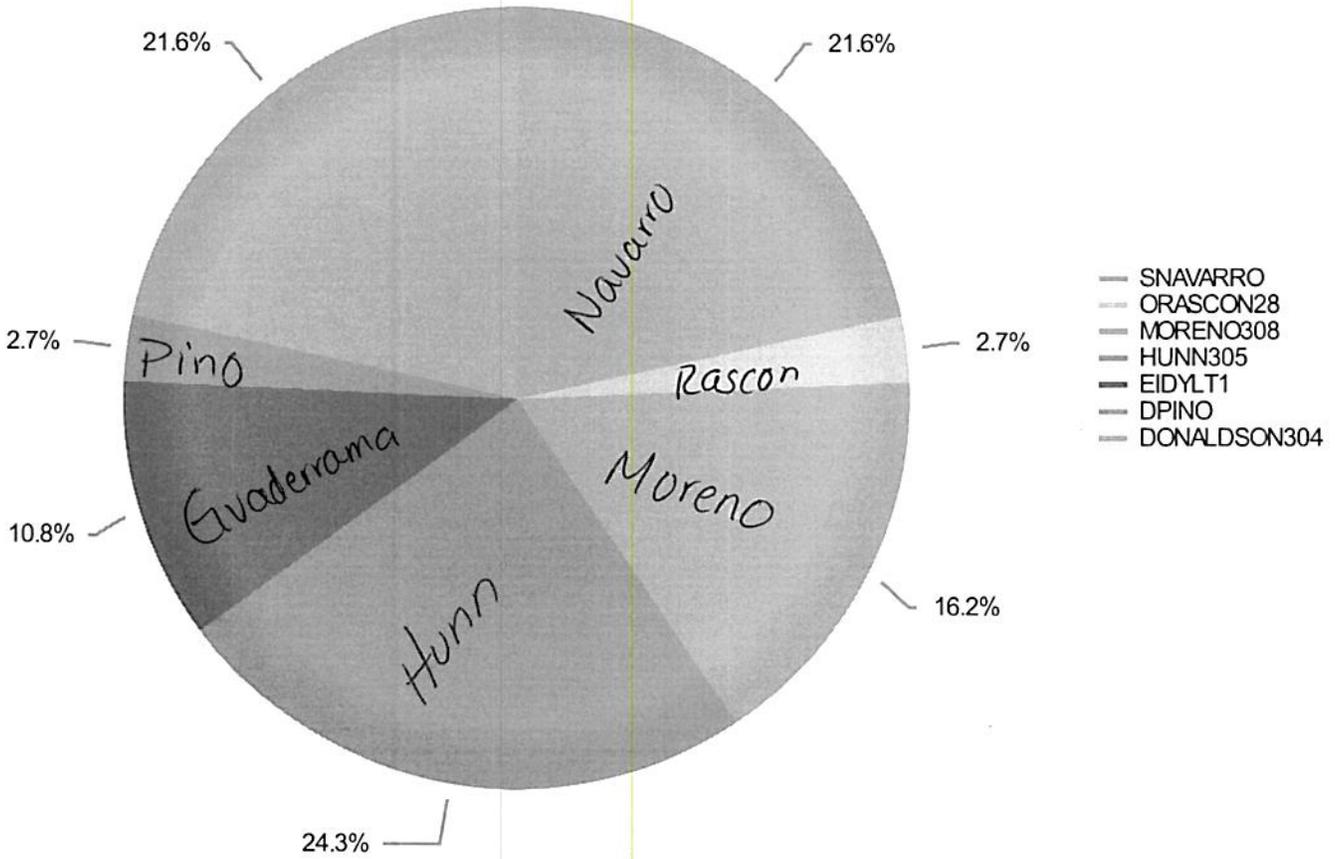
**CENTER POLICE DEPARTMENT**  
 294 S. WORTH  
 CENTER, CO 81125  
 (719) 754-2442

Citation No	Date Cited	Cited By	Violation(s)
18183	01/03/2025	DONALDSON, KRIS	42-4-1401(1) - Reckless Driving (TRAFFIC VIOL-STATUTE)
18200	01/08/2025	HUNN, CODY C	18-9-204.5 - Unlawful Ownership Of Dangerous Dog - Misdemeanor (OTHER)
00098	01/10/2025	NAVARRO, SAMUEL A	
18190	01/14/2025	GUADERRAMA, EIDY	42-2-101(1) - Drove without Valid Drivers License (TRAFFIC VIOL-STATUTE)
18212	01/15/2025	PINO, DAVID P	MTC 1409 - No Insurance (Summons) (TRAFFIC VIOL-STATUTE)
18192	01/14/2025	GUADERRAMA, EIDY	1101 - Speeding (5-9 MPH Over Limit) (speed)
18221	01/25/2025	NAVARRO, SAMUEL A	
18193	01/24/2025	GUADERRAMA, EIDY	42-3-114 - Displayed Expired Number Plates (TRAFFIC VIOL-STATUTE)
18188	01/26/2025	GUADERRAMA, EIDY	18-9-111(1)(a) - Harassment (Strike, Shove, Kick, Otherwise Touch or Contact) (CRIMINAL VIOL)
18231	01/31/2025	NAVARRO, SAMUEL A	42-4-204(1) - Failed to Display Lamps as Required w/ Visibility Less 1000' (TRAFFIC VIOL-STATUTE) 42-3-202(1) - Vehicle Had No Number Plated Attached (TRAFFIC VIOL-STATUTE) 42-2-101(5) - Drove Vehicle without Valid Drivers License on Person (TRAFFIC VIOL-STATUTE) 42-4-1409(2) - Operated an Uninsured Motor Vehicle on a Public Roadway (TRAFFIC VIOL-STATUTE)
18232	01/31/2025	NAVARRO, SAMUEL A	42-4-1409 - Failed to Present Evidence of Insurance Upon Request (NPOI) (TRAFFIC VIOL-STATUTE) 42-2-138(1)(a) - Drove (Motor/Off-Highway) Vehicle When License Under Restraint (Revoked) (CRIMINAL VIOL) 42-4-206(3) - Vehicle Had (No/Defective) License Plate Lamps (TRAFFIC VIOL-STATUTE)
18233	02/01/2025	NAVARRO, SAMUEL A	42-4-1409 - Failed to Present Evidence of Insurance Upon Request (NPOI) (TRAFFIC VIOL-STATUTE) 42-4-206(3) - Vehicle Had (No/Defective) License Plate Lamps (TRAFFIC VIOL-STATUTE) 42-2-138(1)(a) - Drove (Motor/Off-Highway) Vehicle When License Under Restraint (Suspended) (CRIMINAL VIOL)
<b>Total: 12</b>			

	DATE	CHARGE (S)	VICTIM (S)	DEFENDANT	OFFICER
<b>JANUARY</b>					
25-0001	1/1/2025	Harassment		Miguel Castro	
25-0002	1/2/2025	Stolen Vehicle		na	S. Navarro
25-0003	1/2/2025	DUI/DUR Suspended/Failed to yeild right away		Arik Garcia	S. Navarro
25-0004	1/3/2025	3rd Degree Assault/DV		Gary Martinez	C. Hunn
25-0005	1/3/2025	Warrant arrest		Breanna Ulibarra	S. Navarro
25-0006	1/3/2025	Reckless Driving/False Reporting		Guadalupe Bolanos & Erica Linares	K.Donaldson
25-0007	1/8/25	Test			C. Hunn
25-0008	1/8/2025	Use of Stun Gun/ Assault in the Third Degree		Natalie Maestas	S. Navarro
25-0009	1/8/2025	Dog at Large / Dangerous Animal		Sammy Romo	C. Hunn
25-0010	1/11/2025	Information		Lee Trujillo	C. Hunn
25-0011	01/11/2025	Agency Assist / CSP/ Information			C. Hunn
25-0012	01/11/2025	Information		na	C. Hunn
25-0013	01/12/2025	Burglary		Unknown	Guaderrama
25-0014	01/15/2025	Vicious dog			O. Rascon
25-0015	01/15/2025	Warrant - Felony		Derek Salaz	J.Moreno
25-0016	01/16/2025	MISCELLANEOUS INCIDENTS		NA	D.Pino
25-0017	01/16/2025	Information		NA	K.Donaldson
25-0018	01/18/2025	Agency Assist		Donny Jaramillo	K.Donaldson
25-0019	01/15/2025	Information		NA	K.Donaldson
25-0020	01/22/2025	Information		Tammy Clyse	J. Moreno
25-0021	1/23/2025	Misc./Scam Call			C. Hunn
25-0022	01/24/2025	Agency Assist/ Fire			S. Navarro
25-0023	01/28/25	Animal attack/ Dog at large		Noe Joachin	O. Rascon
25-0024	1/28/2025	Incident report		Sierra maestas	Moreno
25-0025	01/29/2025	Information Report			Guaderrama
25-0026	01/29/2025	Underage Consumption		Westlea Tipsword	C. Hunn
25-0027	01/29/2025	Shoplifting		Jose Meraz	S.Navarro

25-0028	01/29/2025	Sex Assault			Randolph Sanchez	S.Navarro
25-0029	01/30/2025	Information				S.Navarro

OFFICER ACTIVITY



# Town of Center

## Public Works Department.

**Report for: February, 2025**

**Prepared by: Jaime Hurtado, Public Works Director**

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### **Monthly Report from the Public Works Director Town of Center**

As we move into a new month, the Public Works Department continues its commitment to maintaining and improving our town's infrastructure and services. This report highlights key updates on recent repairs, ongoing projects, utility cost adjustments, and collaborative efforts with community partners. Our team remains dedicated to ensuring the safety, efficiency, and sustainability of our operations while keeping residents informed about important developments that impact our community.

#### **1. West Pump Repairs and Maintenance:**

- The fences at the west pump have been successfully repaired, ensuring improved security and safety in the area.
- The pump itself has also undergone necessary repairs. The Variable Frequency Drive (VFD) had malfunctioned and required replacement. The new VFD is now fully operational, restoring the pump's efficiency.

#### **2. Utility Cost Increases:**

- There has been a noticeable increase in both electricity and gas costs. Due to these rising expenses, we have reached a point where it was no longer sustainable to maintain our current rates without adjustments.
- As a result, we have implemented a necessary rate increase to offset these costs. We are closely monitoring the situation and remain hopeful that utility prices will begin to decrease by March.

#### **3. Streets and Parks Maintenance Preparation:**

- Preparations are underway to welcome the spring season, including pothole repairs, street sweeping, and landscaping efforts in public parks to ensure they are ready for increased seasonal use.

#### **4. Ongoing Collaborations and Meetings:**

- We are holding constant meetings with Downtown Colorado Inc. (DCI) and Safe Routes to School (SRTS) to discuss improvements and initiatives that enhance community infrastructure and safety.

#### **5. Contract Review:**

- Last but not least, in your package, there is the contract from SLV/REC for you to review and decide whether to:
  1. Renew the contract as is,
  2. Make changes or recommendations before renewing the contract, or
  3. Choose not to renew.
- Attached is also a list of key factors and considerations to help guide your decision-making process.

**Additional Notes:**

- Ongoing monitoring and maintenance will continue to ensure all equipment operates efficiently.
- Efforts will be made to keep the community informed about any further changes in utility costs or infrastructure updates.

The Public Works Department is committed to advancing these projects with transparency, efficiency, and community involvement. We look forward to collaborating with residents, businesses, and stakeholders to achieve our goals for 2025 and beyond.

**Prepared by:**

Jaime Hurtado  
Public Works Director  
Town of Center  
jhurtado@centerco.gov

## Jaime Hurtado

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**From:** Eric Eriksen <eeriksen@slvrec.com> on behalf of Eric Eriksen  
**Sent:** Wednesday, January 22, 2025 3:41 PM  
**To:** jhurtado@centerco.gov  
**Cc:** Michelle Trujillo  
**Subject:** SLVREC Franchise  
**Attachments:** Center Franchise.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Afternoon Jaime,

I received your letter dated 1/14/2025 inquiring about our mutual franchise agreement. It looks like this agreement has a term from 2015-2020, with options to renew for three consecutive 5-year terms. Would you accept this email as notice for renewing each of the consecutive terms? If so, then we'd have an agreement through December 9<sup>th</sup>, 2040.

If there is anything we can do to better serve, then please let me know. I'd enjoy the opportunity to meet you.

Sincerely,

**Eric Eriksen**  
**Chief Executive Officer**  
Office: 719.852.3538, Ext. 6630  
Cell: 907.321.6336  
[www.slvrec.com](http://www.slvrec.com) - [www.ciello.com](http://www.ciello.com)



When renewing a mutual franchise agreement, there are several key factors to consider to ensure both parties remain satisfied with the arrangement. Here's a breakdown of the most important aspects:

## 1. Performance Evaluation

- **Franchisee Performance:** Assess whether the franchisee has met their obligations in terms of sales, marketing, quality control, and brand representation.
- **Franchisor Support:** Evaluate the level of support provided by the franchisor. Have they kept their promises regarding training, advertising, and ongoing assistance?

## 2. Terms and Conditions

- **Duration:** Review whether the term length is still appropriate. Many agreements are renewed for a set period, but this might need to be adjusted based on business conditions.
- **Fees and Royalties:** Consider if the royalty rates, advertising fees, or other financial obligations are reasonable or need adjustments based on inflation, market changes, or profitability.
- **Territory:** Check if the territorial boundaries remain relevant or if there's a need to adjust the franchisee's area of operation.

## 3. Compliance with Laws and Regulations

- Ensure that the franchise agreement complies with any new local, state, or national laws, including labor laws, health codes, environmental regulations, and tax laws.

## 4. Brand Standards and Reputation

- **Quality Control:** Ensure that the franchisee has maintained brand standards and that the franchisor's guidelines are up-to-date with the latest brand strategy.
- **Reputation Management:** Assess any issues with customer satisfaction, product/service quality, or public relations that may need to be addressed.

## 5. Renewal Terms and Costs

- **Renewal Fee:** Many franchise agreements include a renewal fee. Ensure that it's outlined and reasonable for both parties.
- **Capital Improvements:** Consider if the franchisee will be required to make any upgrades, such as renovations, new equipment, or changes to meet evolving brand standards.

## 6. Exit Strategy

- Discuss what the process would look like if either party wants to exit the agreement in the future. This can include provisions for transferring ownership, selling the franchise, or terminating the agreement early.

## **7. New Market Opportunities**

- If the franchisee has expressed interest in expanding into new locations or offering new products/services, evaluate if these opportunities are feasible and aligned with the franchisor's long-term strategy.

## **8. Dispute Resolution and Legal Considerations**

- Review how disputes have been handled in the past and whether any changes are necessary for a smoother process. This could include updates to arbitration clauses or legal frameworks.

## **9. Technology and Innovations**

- Ensure that any new technologies, systems, or digital tools are incorporated into the agreement. This could involve software for inventory, POS systems, or customer relationship management (CRM).

## **10. Communication and Collaboration**

- Reflect on the quality of communication between the franchisor and franchisee. Open lines of communication can help both parties address concerns early and prevent misunderstandings.

ACCEPTANCE BY SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.  
OF A FRANCHISE GRANTED BY TOWN OF CENTER, COLORADO, BY  
ORDINANCE NO. 120815-3

WHEREAS, The Town of Center, Saguache County, Colorado, did, on December 8,  
2015, pass and approve Ordinance No. 120815-3 of the Town, entitled:

AN ORDINANCE OF TOWN OF CENTER GRANTING  
A FRANCHISE TO  
SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.  
TO PROVIDE TELECOMMUNICATIONS AND FIBER OPTIC SERVICES

Now therefore, in consideration of the premises, and in pursuance of the provisions of  
said Ordinance No. 120815-3, San Luis Valley Rural Electric Cooperative, Inc. accepts the terms  
and conditions of Ordinance No. 120815-3 of the Town of Center, Saguache County, Colorado.

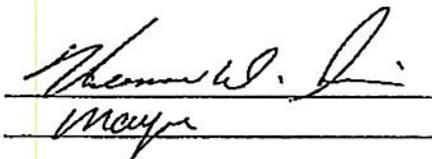
IN WITNESS WHEREOF, San Luis Valley Rural Electric Cooperative, Inc. has caused  
its Corporate name to be hereunto subscribed by its Chief Executive Officer, as of the 9<sup>th</sup> day  
of December, 2015.

SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.

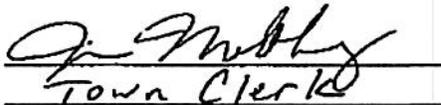
By:

  
Loren Howard, Chief Executive Officer

By:

  
Mayor

Attest:

  
Town Clerk



ORDINANCE NO. 120815-3

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC. TO PROVIDE TELECOMMUNICATIONS AND FIBER OPTIC SERVICES WITHIN THE TOWN OF CENTER AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THIS FRANCHISE AND APPROVING OF AN AGREEMENT REFLECTING THE TERMS OF THE FRANCHISE.**

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

**SECTION 1: Grant of Franchise.** The Town of Center hereby grants a non-exclusive franchise to San Luis Valley Rural Electric Cooperative Inc. to provide telecommunications and fiber optic services, within the Town of Center. The Town hereby approves an agreement providing for the terms and conditions. The Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Town.

**SECTION 2: Penalties for Violations.** Any person, firm or corporation violating any provision of this ordinance or agreement, shall be subject to a fine of not more than three hundred dollars (\$300), or imprisonment for not more than ninety (90) days, or by both such fine and imprisonment. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

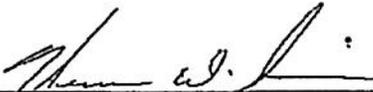
**SECTION 5. Severability.** It is hereby declared to be the intention of the Board of Trustees of the Town of Center, Colorado that the sentences, clauses and phrases of this ordinance are severable, and if any sentence, clause or phrase of this ordinance be declared unconstitutional or invalid by the valid judgment or decree of Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sentences, clauses or phrases of this ordinance since the same would have been enacted by the Board of Trustees without the incorporation of any unconstitutional or invalid sentence, clause or phrase.

**SECTION 6. Effective Date:** The Town Board of Trustees finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety and shall take effect and be enforced from and after final adoption of the same, and publication.

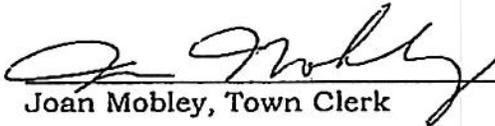
**Section 7. Publication.** Pursuant to C.R.S. § 31-16-105, the Town Clerk, upon passage of this Ordinance, shall publish the text of this Ordinance.

INTRODUCED, read in full, passed, this 9<sup>th</sup> day of December, 2015.

TOWN OF CENTER, COLORADO

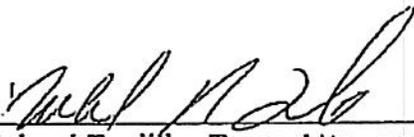
BY:   
Herman Sisneros, Mayor

ATTEST:

  
Joan Mobley, Town Clerk



Approved as to form:

  
Michael Trujillo, Town Attorney

**FRANCHISE AGREEMENT  
BETWEEN  
TOWN OF CENTER  
AND  
SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.**

**ARTICLE 1  
DEFINITIONS**

- §1.1 For the purpose of this franchise agreement, the following words and phrases shall have the meaning given in this article. When not inconsistent with context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.
- §1.2 "Town" refers to and is Town of Center.
- §1.3 "Cooperative" refers to and is the San Luis Valley Rural Electric Cooperative, Inc., its successors, assigns, affiliates, and subsidiaries.
- §1.4 "Council" or "Town Trustees" refers to and is the legislative body of the Town of Center, Colorado.
- §1.5 "Gross Revenues" refers to those amounts of money which the Cooperative receives from the sale or delivery of telecommunications and fiber optic service in the Town, after adjusting for refunds, net write-offs of uncollectible accounts, corrections, or regulatory adjustments. Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. "Gross Revenues" shall exclude any revenue for the sale or delivery of such services to the Town as a customer of the Cooperative.
- §1.6 "Facilities" refer to and are all apparatuses reasonably necessary for the Cooperative to provide telecommunication and fiber optic services into, within and through the Town, including but not limited to plants, works, systems, distribution structures, lines, equipment, conduit, underground lines, communication and data transfer equipment, control equipment, cables and poles.
- §1.7 "Force Majeure" refers to the inability to undertake an obligation of this franchise due to a cause that could not be reasonably anticipated by a party or is beyond its reasonable control after exercise of best efforts to perform, including but not limited to fire, strike, war, riots, terrorist's acts, acts of governmental authority, acts of God, floods, epidemics, quarantines, labor disputes, unavailability or shortages of materials or equipment or failures or delays in delivery of materials. Neither the Town nor the Cooperative shall be in breach of this franchise if a failure to perform any of the duties under this franchise is due to a Force Majeure condition.

- §1.8 “Party” or “Parties” refers to and includes the Cooperative and the Town, either singularly or collectively, as the context requires.
- §1.9 “Public Project” refers to (1) any public work or improvement within the Town that is wholly owned or wholly funded by the Town; or (2) any public work or improvement within the Town where fifty percent (50%) or more of the funding is provided by any combination of the Town, the federal government, the State of Colorado, or any Colorado county. For the purpose of this definition, funds received by the Town from any granting agency, whether public or private, will be considered Town Funds.
- §1.10 “Public Utility Easement” refers to any easement over, under, or above public or private property, lawfully acquired by or dedicated to the use of public utility companies, including the Cooperative, for the placement of public utility facilities, including but not limited to Cooperative Facilities.
- §1.11 “Residents” refers to and includes all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or hereinafter to be located, in whole or in part, within the territorial boundaries of the Town.
- §1.12 “Revenues” refer to and are those amounts of money which the Cooperative receives from any source within the Town from the sale of telecommunication and fiber optic services under rates authorized by the Cooperative to its customers within the Town (unless otherwise preempted by applicable federal or state law) and represents amounts billed under such rates as adjusted for refunds, net write-off of uncollectible accounts, corrections or regulatory adjustments. Regulatory adjustments refer to, by way of explanation, but not limitation, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation.
- §1.13 “Streets” refer to and are streets, alleys, viaducts, bridges, roads, lanes and other public rights-of-way in the Town. “Streets” shall also include public easements and other public places within the Town that are suitable locations for the placement of facilities as specifically approved by the Town in writing for the Cooperative’s use.

## ARTICLE 2

### **GRANT OF FRANCHISE**

§2.1 Grant of Franchise.

The Town hereby grants to the Cooperative the non-exclusive right to use the Streets within the Town to furnish, sell, transport, transmit, and distribute telecommunication and fiber optic service (including the transmission of voice, video and data services), to the Town and to all Residents of the Town. The Town also hereby grants to the Cooperative the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the Town all Facilities reasonably necessary to furnish, sell, transport, transmit and distribute telecommunication and fiber optic service within and through the Town. Such telecommunication and fiber optic services shall be furnished at the rates and under the terms and conditions established by the Board of

Directors of the Cooperative and for service to like members as on file in the office of said Cooperative at Monte Vista, Colorado, subject to any regulations which may be prescribed by any competent authority having jurisdiction in the premises.

The Cooperative shall not, as to rates, charges, service, facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any corporation or person or subject any corporation or person to any prejudice or disadvantage, provided that nothing in this grant shall be taken to prohibit the establishment from time to time of a graduated scale of charges and classified rate schedules to which any customer coming within an established classification would be entitled.

Cooperative will from time to time during the term of this franchise, make such enlargements and extensions of its telecommunications distribution system as the business of the Cooperative and the growth of the Town justify, in accordance with the Rules and Regulations prescribed by the Board of Directors of said Cooperative.

If the boundaries of the Town are expanded during the term of this franchise, the Cooperative shall extend service to Residents in the expanded area at the earliest practicable time and in accordance with the Cooperative's extension policy. Service to the expanded area shall be in accordance with requirements the terms of this franchise, including payment of franchise fees.

The rights granted by this franchise are not, and shall not be deemed to be, granted exclusively to the Cooperative, and the Town reserves the right to make or grant a similar franchise to any other person, firm, or corporation.

Except as otherwise specifically provided herein, the Town retains the right through the exercise of its police power to use, control, and regulate the use of the Streets, and the space above and beneath said Streets. The Town retains the right to impose such other regulations as may be determined by the Town to be necessary in the reasonable exercise of its police power to protect the health, safety, and welfare of the public. This franchise is not a grant of any authorization for the Cooperative to engage in any activities. This franchise constitutes a valid and binding contract between the Cooperative and the Town.

Term of Franchise. This franchise shall take effect upon its adoption and shall supersede any prior franchise granted to the Cooperative by the Town. The term of this franchise shall be Five years. However, the Cooperative shall have the exclusive right to exercise three additional five year options, at their sole discretion. The option shall be

exercised by notice to Town of Cooperatives intent to exercise each additional five years option.

**ARTICLE 3**  
**FRANCHISE FEE**

**§3.1 Franchise Fee.**

As consideration for the franchise rights granted herein, and in recognition of the fact that the grant to the Cooperative of the right to use Town streets is a valuable right, the Cooperative shall pay the Town a sum equal to Five percent (5%) of all Revenues received from the sale of telecommunications and fiber-optic service, within the Town, excluding revenues received from the Town for the provision of telecommunications and fiber-optic service, to the Town for its own consumption. Such franchise fee may be adjusted within the term of this franchise by the Town giving not less than ninety (90) days' notice to Cooperative; provided further that such fee shall not exceed five percent (5%) of such stated revenues.

**§3.2 Surcharge of Franchise Fees.**

Unless otherwise prohibited by law, the Cooperative shall be permitted to surcharge to all Town residents the franchise fee payments the Cooperative makes to the Town. No franchise fee shall be charged to the Town for telecommunications or fiber optic service provided to the Town for its own consumption. The Cooperative shall be permitted to surcharge to residents of the Town any other payments it makes to the Town only to the extent and in the manner permitted by law or otherwise ordered by a tribunal having proper jurisdiction.

**§3.3 Remittance Schedule.**

Franchise fee revenues that are collected from Residents shall be remitted by the Cooperative to the Town in monthly installments not more than thirty (30) days following the close of each month. In the event that either the Town or the Cooperative discovers that there has been an error in the calculation of the franchise fee payment to the Town, the error shall be corrected in the next monthly payment, subject to the following provisions: In the event an error by the Cooperative results in an overpayment of the franchise fee to the Town in excess of \$5,000, credit for the overpayment shall be spread over the same period the error was undiscovered; if the overpayment is \$5,000 or less, credit shall be taken against the next payment. In no event shall either Party be required to refund any over- or underpayment more than 3 years from the date of the over- or underpayment.

**§3.4 Audit Rights; Protection of Confidential Information.**

The Town Manager, or his or her agent, shall have access to all records of the Cooperative during normal business hours upon reasonable notice for the purpose of

auditing to ascertain that the franchise fee has been correctly computed and paid. Except as provided in Section 3.6, all information obtained by the Town during a franchise fee audit shall be kept confidential and shall be utilized for the sole purpose of verifying that the franchise fee has been correctly computed and paid.

**§3.5 Enforcement of Town Sales and Use Tax Laws.**

The Town may use the information obtained from franchise fee audits for the purpose of enforcing its sales and use tax laws.

**§3.6 Franchise Fee Payment in Lieu of Certain Taxes and Other Fees.**

The Town accepts payment of the franchise fee by the Cooperative in lieu of any occupation tax, occupancy tax, license tax, or similar tax or fee the Town might charge the Cooperative or its subcontractors for the privilege of providing telecommunications and fiber optic service in the Town, for the use or occupation of Town streets, or for the installation, operation, and maintenance of Cooperative Facilities. Payment of the franchise fee does not exempt the Cooperative from any lawful taxation upon its property or from any other tax not related to the franchise or the occupation or use of Town streets, including the payment of head taxes, sales taxes, street use permit fees, or other permit fees or taxes assessed generally upon businesses.

**ARTICLE 4**

**SUPPLY, CONSTRUCTION AND DESIGN**

**§4.1 Obligations Regarding Cooperative Facilities.**

A. The Cooperative shall install, maintain, repair, renovate and replace its Facilities with due diligence in a good and workmanlike manner. Cooperative Facilities shall not interfere with the Town's water mains, sewer mains or other Town uses of the Streets. The Cooperative shall construct and maintain its Facilities in such a way as to minimize interference with trees and other natural features. Cooperative Facilities may be installed above ground unless the Town or affected Town residents pay to the Cooperative the additional costs incurred by the Cooperative to construct, operate and maintain the Facilities underground.

**B. Restoration of Service.**

1. Notification. The Cooperative shall provide to the Town current daytime and nighttime telephone numbers of a designated Cooperative representative from whom the Town designee may obtain status information from the Cooperative on a twenty-four (24) hour basis concerning interruptions of service in any part of the Town.

2. Any preplanned outage, disruption or discontinuance of the services described in this franchise by franchisee, will be given to the Town by franchisee within 48 hours or as soon as reasonably practical.
3. Restoration. In the event the Cooperative's telecommunication system within the Town or any part thereof, is partially or wholly destroyed or incapacitated, the Cooperative shall use due diligence to restore such systems to satisfactory service within the shortest practicable time, or provide a reasonable alternative to such system if the Cooperative elects not to restore such system.

§4.2 Excavation, Construction and Obligations Regarding Cooperative Facilities.

- A. Cooperative Facilities. All Cooperative Facilities within Town streets and other Town property shall be maintained in good repair, appearance and condition.
- B. Cooperative Work within the Town. All excavation, construction and other work within and upon Town streets and other Town property performed or caused to be performed by the Cooperative shall be done:
  1. In a high-quality manner;
  2. In a timely and expeditious manner;
  3. In a manner which minimizes inconvenience to the public;
  4. In a cost-effective manner, which may include the use of qualified contractors;
  5. In accordance with all applicable laws, ordinances, and regulations;
  6. In accordance with all required Town permits; and
  7. All property disturbed by Cooperative excavation or construction activities shall be restored by the Cooperative at its expense to substantially its former condition according to existing Town laws, ordinances and regulations.

§ 4.3 Relocation of Cooperative Facilities.

All new Cooperative Facilities proposed to be located in the Streets shall be located so as not to interfere with a Street construction project or other public improvement or public project of which the Cooperative has been informed in writing and which is or will be undertaken by the Town. Upon the Town's request, the Cooperative shall relocate, at the Cooperative's expense, Facilities in the Streets that interfere with a Street construction project or other public improvement or public project undertaken by the Town with public funds. The Cooperative shall relocate its Facilities at the request of the Town or other person to avoid interference with other projects, but the expense of the relocation and any new right-of-way shall be paid in advance by the entity or individual requesting said relocation. The relocations set forth in this franchise shall be completed within a reasonable time, not to exceed 120 days from the later of the date on which the Town designee requests in writing that the relocation commence, or the date when the Cooperative is provided all supporting documentation. The Cooperative shall be entitled to an extension of time to complete a relocation where Cooperative's performance was delayed due to a cause that could not be reasonably anticipated by the

Cooperative or is beyond its reasonable control, after exercise of its best efforts to perform, including without limitation fire, strike, war, riots, acts of governmental authority, acts of God, forces of nature, judicial action, unavailability or shortages of labor, materials or equipment and failures or delays in delivery of materials. Upon request of the Cooperative, the Town may also grant the Cooperative reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension. Any revision by the Town of supporting documentation provided to the Cooperative that causes the Cooperative to substantially redesign and/or change its plans regarding facility relocation shall be deemed good cause for a reasonable extension of time to complete the relocation under the franchise. When requested by the Town, representatives of the Town and the Cooperative shall meet to share information regarding anticipated municipal projects which will require relocation of Cooperative facilities. Such meetings shall be for the purpose of providing the Town with a timetable within which the involved Cooperative facilities shall be relocated, including an anticipated start date so as to facilitate coordination with the timetable to be established by the Town for completion of the municipal project. Additionally, the Parties will work cooperatively to keep one another apprised of the status of future projects requiring relocation of Cooperative Facilities, and of the Parties' respective construction plans and schedules for projects that may require relocation of Facilities located in Town streets. In the event that the Town requests the Cooperative to relocate the same Facilities within two (2) years of completion of a prior relocation made at the Cooperative's expense, the subsequent relocation shall be at the Town's expense, unless said relocation is necessary to remedy public health and safety concerns not reasonably foreseeable by the Town at the time of the prior relocation. Underground Facilities shall be relocated underground. Existing above ground Transmission Facilities may be relocated above ground.

#### §4.4 Damage.

The Cooperative shall promptly repair all damage to the Streets or property in the streets and eliminate any dangerous condition in the Streets caused by Cooperative activities or Facilities. If such damage poses an immediate hazard to the health or safety of the public, the Town shall provide notice of the situation to the Cooperative immediately, and may take reasonable action to abate said hazard, and the Cooperative shall reimburse the Town for said reasonable action; provided, however, that the Cooperative shall not be liable for costs incurred by the Town for providing emergency police or fire services generally made available to the public. In all other instances of damage to the Streets or property in the Streets or dangerous conditions in the Streets caused by Cooperative activities or Facilities, the Town shall give notice to the Cooperative of the damage or condition and allow the Cooperative a reasonable time to repair said damage or eliminate said condition. If the Cooperative fails to repair the damage or eliminate the condition within a reasonable time after notice, the Town may repair the damage or eliminate the condition, and surcharge the Cooperative, but shall not perform any work on Cooperative Facilities.

§4.5 Technological Improvements.

The Cooperative shall use its best efforts to incorporate, as soon as practicable, technological advances in its equipment and service within the Town when such advances are technically and economically feasible and are safe and beneficial to the Town and its residents.

**ARTICLE 5  
COMPLIANCE**

§5.1 Compliance with Applicable Laws.

The Cooperative and all of its contractors shall comply with all applicable Federal, State and Town laws, ordinances, rules and regulations. The Cooperative shall require its contractors working in and upon the streets to hold the necessary licenses and permits required by the Town.

§5.2 Compliance with Town Requirements.

- A. The Cooperative will comply with all Town building and zoning codes and requirements regarding curb and pavement cuts, excavating, digging, and related construction activities.
- B. Permit and Inspection. The installation, renovation, replacement and maintenance of any Cooperative facilities in and upon the Town streets or other Town property by or on behalf of the Cooperative shall be subject to permit, inspection to ensure that said work has been performed in accordance with all Town ordinances and regulations applicable to all franchised, licensed, or permitted users of the Streets, and approval by the Town. Such permitting inspection and approval may include, but shall not be limited to, the following matters: location of Town facilities, cutting and pruning of trees and shrubs; provided, however, Cooperative' shall have the right to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures, and disturbance of pavement, sidewalks and surfaces of Town streets or other Town property in accordance with § 4.4. The Cooperative agrees to cooperate with the Town in conducting inspections and shall promptly perform any remedial action at Cooperative expense, lawfully required by the Town pursuant to any such inspection.
- C. As-Built Drawings. The Cooperative shall provide within 30 days of project completion, on a project by project basis, as-built drawings of any Cooperative facility installed within the Town streets or contiguous to the Town streets. As used in this section, as-built drawings refers to the facility drawings as maintained in the Cooperative geographical information system, or any equivalent Cooperative's system.

**ARTICLE 6**  
**TOWN USE OF COOPERATIVE FACILITIES**

§6.1 **Town Use of Distribution Poles.**

The Town shall have the right to attach, without paying a pole attachment fee, Town -owned police, fire, traffic control equipment, banners and holiday lighting to Cooperative distribution poles within the Town in a manner that complies with the applicable Safety Codes. All other attachments must be pre-screened and approved by the Cooperative and the Cooperative reserves the right to charge a reasonable fee for such attachments. The Town shall hold harmless and indemnify the Cooperative for all liability associated with the Town's facilities on the Cooperative's poles. The Town's use of the Cooperative's poles shall be in such a manner as not to constitute a safety hazard or to interfere with the Cooperative's use of the poles. Any construction or reconfiguration that may, in the sole judgment of the Cooperative, be required because of the Town's attachment of equipment to Cooperative distribution poles shall be paid for by the Town.

§6.2 **Trenches Available for Town Use.**

If the Cooperative opens a trench to install its Facilities, the Cooperative shall provide advance notice to the Town to permit the Town to install Town Facilities in the same trench at the Town's expense. The Town's installation of its Facilities shall not interfere with the Cooperative's Facilities or delay the commencement or completion of the Cooperative's construction project.

**ARTICLE 7**  
**INDEMNIFICATION OF THE TOWN**

§7.1 **Town Held Harmless and Indemnified.**

The Cooperative shall indemnify, defend, and hold the Town harmless from and against all liability, damage, or judgments, and all claims or demands arising out of Cooperative's operations within the Town pursuant to this franchise. The Town shall provide prompt written notice to the Cooperative of the pendency of any claim or action against the Town arising out of the exercise by the Cooperative of its franchise rights. The Cooperative and the Town shall be permitted, at their own respective expense, to appear and defend or to assist in the defense of such claim(s). The Cooperative shall not be obligated to indemnify, defend, or hold the Town harmless to the extent any liability, damage, judgment, claim, demand or lien arises out of or in connection with any intentional or negligent act or failure to act of the Town or any of its officials, agents or employees, or to the extent that any liability, damage, judgment, claim, demand, or lien arises out of or in connection with the use of Town facilities.

§7.2 Payment of Ordinance Expenses.

The Cooperative shall reimburse the Town for actual out-of-pocket expenses incurred in publishing notices and ordinances and conducting elections related to this franchise.

**ARTICLE 8**  
**UNDERGROUND CONVERSION OF OVERHEAD FACILITIES**

§8.1 Planning and Coordination of Undergrounding Projects.

The Town and Cooperative shall mutually plan in advance the scheduling of undergrounding projects to be undertaken according to this Article as part of the review and planning for other Town and Cooperative construction projects. In addition, the Town and Cooperative agree to meet, as required, to review the progress of then-current undergrounding projects and to review planned future undergrounding projects. The purpose of such meetings shall be to further cooperation between the Town and the Cooperative to achieve the orderly undergrounding of Cooperative facilities. At such meetings, the parties shall review:

- A. Undergrounding, including conversions, public projects and replacements that have been accomplished or are underway, together with Cooperative's plans for additional undergrounding; and
- B. Public projects anticipated by the Town.

§8.2 Cooperation with Other Utilities.

When undertaking an undergrounding project, the Town and Cooperative shall work with other utilities or companies that have overhead lines in the area of the undergrounding project in an attempt to underground all lines as part of the same project. When other utilities or companies such as cable television and telephone companies or other utilities with overhead facilities embark upon a program of underground construction where Cooperative has overhead facilities in the area, Cooperative shall cooperate with these utilities and companies and undertake to underground Cooperative as part of the same project at no cost to the Town. Cooperative shall not be required to pay for the cost of undergrounding the facilities of other companies or the Town.

§8.3 Town Requirement to Underground.

In addition to the provisions of this Article, the Town may require any above ground Cooperative facilities to be moved underground at the Town's expense.

- A. Undergrounding Performance. Upon receipt of a written request from the Town, Cooperative shall underground Cooperative facilities in accordance with the

procedures set forth in this Section 8.3. Cooperative shall complete each undergrounding project requested by the Town within a reasonable time, not to exceed one hundred eighty (180) days from the later of the date upon which the Town designee makes a written request and the date the Town provided to Cooperative all supporting documentation.

- B. **Town Revision of Supporting Documentation.** Any revision by the Town of supporting documentation provided to Cooperative that causes Cooperative to substantially redesign and/or change its plans regarding an undergrounding project shall be deemed good cause for a reasonable extension of time to complete the undergrounding project under the Franchise.
- C. **Completion/Restoration.** Each such undergrounding project shall be deemed complete only when Cooperative actually undergrounds the designated Cooperative facilities, restores the undergrounding site in accordance with the applicable provisions of this Franchise or as otherwise agreed with the Town designee and removes from the site or properly abandons on site any unused facilities, equipment, material and other impediments.
- D. **Estimates.** Promptly upon receipt of an undergrounding request from the Town and the supporting documentation necessary for Cooperative to design the undergrounding project, Cooperative shall prepare a detailed, good faith cost estimate of the anticipated actual cost of the requested project for the Town to review and, if acceptable, issue a project authorization. Cooperative shall not proceed with any requested project until the Town has provided a written acceptance of the Cooperative's estimate.
- E. **Report of Actual Costs.** Upon completion of each undergrounding project, Cooperative shall submit to the Town a detailed report of Cooperative's actual cost to complete the project and Cooperative shall reconcile this total actual cost with the accepted cost estimate.
- F. **Audit of Underground Projects.** The Town may require that Cooperative undertake an independent audit of any undergrounding project for which the actual cost is five hundred thousand dollars (\$500,000) or greater. Cooperative shall cooperate fully with any audit and the independent auditor shall prepare and provide to the Town and Cooperative a final audit report showing the actual costs associated with completion of the project. If a project audit is required by the Town, only those actual project costs, including reasonable internal costs and overhead as charged to the project by Cooperative's normal cost accounting rules and protocols, confirmed and verified by

the independent auditor as commercially reasonable and commercially necessary to complete the project shall be charged to the Cooperative.

§8.4 Review of Undergrounding Projects.

The Town and the Cooperative shall mutually plan in advance the scheduling of approved undergrounding projects to be undertaken according to this article as part of the review and planning for other Cooperative construction projects. The Town and the Cooperative agree to meet, as required, to review the progress of the current undergrounding projects designated by the Town, and to review planned future undergrounding projects. The Cooperative need not approve an undergrounding project if it would create a significant risk to safety or operational integrity, but it shall provide to the Town written notification of any such no approval and the basis for non approval.

**ARTICLE 9**  
**TRANSFER OF FRANCHISE**

§9.1 Consent of Town Required.

The Cooperative shall not transfer or assign any rights under this franchise to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory requirements, unless the Town shall approve in writing such transfer or assignment. Approval of the transfer or assignment shall not be unreasonably withheld.

**ARTICLE 10**  
**MUNICIPALIZATION**

§10.1 Town 's Right to Condemn.

During the term of this franchise, the Town shall have the right to condemn the Facilities of the Cooperative only as provided under applicable law.

§10.2 Operation of a Municipal Utility or Competing Distributors.

If, during the term of this franchise, the Town operates a municipal utility or issues to another entity a franchise to use the Streets for the placement of electric and/or gas Facilities, the Cooperative shall no longer be required to collect and pay franchise fees under Article 3 unless substantially the same terms and conditions apply to the service provided by the Town or by the other entity. In addition, the following sections of this franchise shall no longer apply to the Cooperative unless substantially the same provisions are applicable to all other telecommunications distributors. (Sections 3.3, 3.4, 3.5, 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 6.1, 6.2, 8.2, 8.3, and 9.1.)

**ARTICLE 11**  
**UNCONTROLLABLE FORCES**

§11.1 **Force Majeure.**

Neither the Town nor the Cooperative shall be in breach of this franchise ordinance if a failure to perform any of the duties under this franchise is due to force majeure.

**ARTICLE 12**  
**BREACH**

§12.1 **Breach.**

If the Cooperative fails to perform any of the terms and conditions of this franchise and such failure is within the Cooperative's control, the Town may notify the Cooperative of the specific failure and shall allow the Cooperative a reasonable time within which to remedy the failure. If the Cooperative does not remedy the failure and the failure is of a substantial nature, the Town Council may terminate this franchise after a full evidentiary hearing. Termination of this franchise shall be by ordinance enacted by the affirmative vote of a majority of the members of the entire Council. In addition to termination, the Town shall have any other remedy provided at law or equity for the enforcement of contracts, including, without limitation, specific performance to the extent the same may be ordered by a court of competent jurisdiction.

§12.2 **Judicial Review.**

Any such termination of the franchise shall be subject to judicial review as provided by law and shall be brought in the District Court of the Twelfth Judicial District for the State of Colorado.

**ARTICLE 13**  
**AMENDMENTS**

§13.1 **Amendments to Franchise.**

This franchise may be amended only by a writing signed by both the Cooperative and the Town, which is approved in the same manner as is required for the approval of this franchise.

**ARTICLE 14**  
**MISCELLANEOUS**

§14.1 **Successors and Assigns.**

The rights, privileges, franchises and obligations, in whole or in part, granted and contained in this ordinance shall inure to the benefit of and be binding upon Cooperative, its successors, assigns, affiliates, and subsidiaries.

§14.2 Third Parties.

Nothing contained in this franchise shall be construed to provide rights to third parties.

§14.3 Continuation of Utility Service.

In the event this franchise is not renewed at the expiration of its term or is terminated for any reason, the Cooperative agrees to continue to provide utility service for a period of not more than 6 months. The Cooperative further agrees that it will not withhold any temporary utility services necessary to protect the public.

§14.4 Representatives.

Both parties shall designate, from time to time, representatives for the Cooperative and the Town to whom notices shall be sent regarding any action to be taken under this ordinance. Notice shall be in writing and shall be delivered in person or by certified mail to the persons and addresses hereinafter stated, unless the persons and addresses are changed at the written request of either party. Until any such change shall be made, notices shall be sent as follows:

To the Town of Center  
PO BOX 400  
CENTER, CO 81125

With a copy to:  
Town Attorney  
PO BOX 862  
MONTE VISTA, CO 81144

To the Cooperative:  
Chief Executive Officer  
San Luis Valley Rural Electric Cooperative, Inc.  
3625 W US highway 160  
Monte Vista, CO 81144

§14.5 Severability.

Should any one or more provisions of this franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a substitute term that will achieve the original intent of the Parties hereunder.

§14.6 Entire Agreement.

This franchise constitutes the entire agreement of the Parties with respect to the matters contained herein and supersedes any and all prior written or oral agreements,

negotiations, correspondence, understandings, and communications with respect to this franchise.

§14.7 Headings for Reference Only.

The headings in this franchise are for reference only and convey no substantive rights or impose no substantive obligations on the Parties.

§14.8 No Waiver of Rights.

Neither the Town nor the Cooperative waives any rights under the statutes and constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.

§14.9 Prevailing Party.

In any judicial or administrative action to enforce any of the terms or conditions of this franchise, the prevailing party shall be entitled to recover its costs and expenses incurred in such action, including reasonable attorney fees.

§14.10 Approval of Franchise.

The Cooperative shall promptly execute, in writing, its acceptance of this franchise and of any amendment of this franchise following the Town's final approval of the same. The failure to execute such an acceptance within 45 days of said final adoption shall be deemed an acceptance of such franchise or amendment thereof.

**ACCEPTANCE BY SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.  
OF A FRANCHISE GRANTED BY TOWN OF CENTER, COLORADO, BY  
ORDINANCE NO. 120815-3**

WHEREAS, The Town of Center, Saguache County, Colorado, did, on December 8, 2015, pass and approve Ordinance No. 120815-3 of the Town, entitled:

**AN ORDINANCE OF TOWN OF CENTER GRANTING  
A FRANCHISE TO  
SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.  
TO PROVIDE TELECOMMUNICATIONS AND FIBER OPTIC SERVICES**

Now therefore, in consideration of the premises, and in pursuance of the provisions of said Ordinance No. 120815-3, San Luis Valley Rural Electric Cooperative, Inc. accepts the terms and conditions of Ordinance No. 120815-3 of the Town of Center, Saguache County, Colorado.

IN WITNESS WHEREOF, San Luis Valley Rural Electric Cooperative, Inc. has caused its Corporate name to be hereunto subscribed by its Chief Executive Officer, as of the \_\_\_\_ day of December, 2015.

**SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.**

By: \_\_\_\_\_  
Loren Howard, Chief Executive Office

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

Attest:

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

**RESOLUTION NO. 12-08-15-3**

**WHEREAS**, the Town Trustees desire to change the policy regarding pay for the utility board as follows:

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

**Section 1.** Utility Board members, unable to attend a meeting shall notify the board as soon as possible prior to the board meeting.

**Section 2.** Utility Board members shall be paid for meetings so long as board members have an excused absence.

**Section 3.** So long as Utility Board members have a valid excuse, for non-attendance which include; illness, family or personal emergencies or other valid reasons, he or she shall be paid for the said meeting.

**Section 4.** If any Utility Board member has a question regarding an excused absence, the Utility Board shall determine by a vote of the Board, the validity of the unexcused absence which vote shall be final.

Passed and adopted at a regular meeting of the TRUSTEES of the Town of Center held this 8th day of December, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Joan Mobley, Town Clerk

ORDINANCE NO. 12-08-15-3

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC. TO PROVIDE TELECOMMUNICATIONS AND FIBER OPTIC SERVICES WITHIN THE TOWN OF CENTER AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THIS FRANCHISE AND APPROVING OF AN AGREEMENT REFLECTING THE TERMS OF THE FRANCHISE.**

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

**SECTION 1: Grant of Franchise.** The Town of Center hereby grants a non-exclusive franchise to San Luis Valley Rural Electric Cooperative Inc. to provide telecommunications and fiber optic services, within the Town of Center. The Town hereby approves an agreement providing for the terms and conditions . The Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Town.

**SECTION 2: Penalties for Violations.** Any person, firm or corporation violating any provision of this ordinance or agreement, shall be subject to a fine of not more than three hundred dollars (\$300), or imprisonment for not more than ninety (90) days, or by both such fine and imprisonment A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

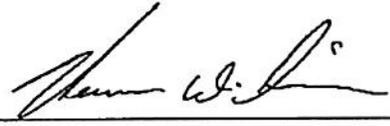
**SECTION 5. Severability.** It is hereby declared to be the intention of the Board of Trustees of the Town of Center, Colorado that the sentences, clauses and phrases of this ordinance are severable, and if any sentence, clause or phrase of this ordinance be declared unconstitutional or invalid by the valid judgment or decree of Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sentences, clauses or phrases of this ordinance since the same would have been enacted by the Board of Trustees without the incorporation of any unconstitutional or invalid sentence, clause or phrase.

**SECTION 6. Effective Date:** The Town Board of Trustees finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety and shall take effect and be enforced from and after final adoption of the same, and publication.

**Section 7. Publication.** Pursuant to C.R.S. § 31-16-105, the Town Clerk, upon passage of this Ordinance, shall publish the text of this Ordinance.

INTRODUCED, read in full, passed, this 9<sup>th</sup> day of December, 2015.

TOWN OF CENTER, COLORADO

BY:   
Herman Sisneros, Mayor

ATTEST:

  
Joan Mobley, Town Clerk



Approved as to form:

  
Michael Trujillo, Town Attorney



## Capital Credits Statement



**Please remember:**

- You do not owe these amounts.
- The amounts do not represent cash, but your equity in the cooperative.
- If your address changes, please notify the cooperative.

Capital Credit Number 3789389	Allocation Year 2018					
Account Number	Total Billing	Capital Credits Allocated				
6524794609	2,161.34	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">COOP</td> <td style="text-align: right;">184.49</td> </tr> <tr> <td>G&amp;T</td> <td style="text-align: right;">41.59</td> </tr> </table>	COOP	184.49	G&T	41.59
COOP	184.49					
G&T	41.59					
<b>Total</b>	<b>\$6,090.32</b>	<b>\$226.08</b>				
Previous year balance		\$1,176.19				
Retirement		\$ .00				
Allocation		\$226.08				
<b>Total Assigned Capital Credits</b>		<b>\$1,402.27</b>				

## Utility Reports December-24

### Gas and Electrical System

#### Gas

Border Station Gas daily reads

Border Station Monthly Contract Measurements Usage

Disconnected Meter and Regulator at 157 ½ North Hurt Street

Possible gas leak calls at Tierra Nueva Laundry mat and Ross Sisneros

#### Electrical

Service, CT and Multiplier change Solar service for Aspen Produce/C-squared Electric/Power Zone on New Year's Day

Change out street light on 412 East Fullenwider

Change out fixtures behind Pizza y Mas and 1<sup>st</sup> and Broadway

Install Yard light at Amanda Martinez's

Change lights at 5<sup>th</sup>/Wills, 3<sup>rd</sup>/Warden, 3<sup>rd</sup>/Sylvester and on Washington by the softball fields  
Breaker Box

Tied in and changed over 3 Commercial & 3 Residential Services to New underground system in between 3<sup>rd</sup>/4<sup>th</sup> and Worth/Wills

Work at the old Pharmacy building. (Demo, changes and new installations)

Disconnected 489 Wills due to a House fire call out

Change out light at 7<sup>th</sup> and Wills

Disconnect at 157 ½ North Hurt Street

#### Water

CRWA Apprenticeship

Noticed Injection Port at East well was squirting, Notified Water Department

Change Chlorine Barrels at both East and West Wells

Turn off/on at 690 Hurt

Help locate Meter Pits

## Sanitation

Checked and Notified Sanitation on a plugged sewer main between 2<sup>nd</sup>/3<sup>rd</sup> and Fullenwider/Sylvester

Checked Sewer main manhole for 604 Miles

Use of Backhoe

Help Jett sewer for 266 North Warden

## Miscellaneous

Reports

Department Meeting

Locates (emergency)

Read Meters/ Re-reads/ Final reads/ Occupant changes and Service orders

Deliver Delinquent Notices (80)

Disconnects (18) and Reconnects of delinquent customers

Vehicle Inspection Logs

Cleaned shop/trucks

Maintenance of Work Trucks

Performed Rounds while Mario was on Vacation

Took down Holiday Decorations

Received & use of work clothing from Cinta

Assist Streets and Parks with Frozen lines out at North 90

# WATER AND SANITATION DEPARTMENT

## JANUARY 2025 REPORT

2/6/2025

### WATER OVERVIEW

#### 1. Drinking Water Monitoring Schedule

**i** *The year is off to a good start with required water testing.*

#### 2. Chlorine Residual

**i** *With the new digital screen at the West well, we were able to diagnose that the VFD went bad. We received the new VFD and had Central Pump install it. The electrician from Central Pump has come back a few times to adjust the hertz. The well was running at about half the speed and the sodium hypochlorite pump was still dosing at a normal rate causing the chlorine levels to be significantly higher. The chlorine levels were still well within the State range but it did cause several complaints, understandably, for taste and odor.*

#### 3. Water Quality

**i** *We conducted water quality assurance calls to customers as directed and we did water turn on and offs as needed. We did have several citizens' call for water quality checks due to the higher than normal chlorine residual. We turned the dosing significantly down at both wells to help dilute the dose. We flushed fire hydrants as well.*

#### 4. Projects

**i** *We were able to meet compliance standards with the backflow survey and testing requirements for the year. The Lead and Copper Inventory will begin its next phase of unknown service line verifications in the next couple of months. We are already planning for the fire hydrant inspections and the main valve exercising projects that will start as soon as the weather warms up.*

#### 5. Water Tank

**i** *The monthly Water Tank inspection was completed with no issues.*

#### 6. Other Tasks

**i** *Making sure that water meters are installed at all service connections and that they are properly reading has been and will continue to be a major project and a high priority. We are having to manually wake up MXUs and are trying to determine the cause of the issue. We are working on cleaning up around the wells. Currently we are cleaning up the weeds and burning them.*

# SANITATION OVERVIEW

## 1. Process Control Monitoring

**i** *We continue to run daily process control tests. Even with the drop in temperatures, we have not had to adjust the wasting yet.*

## 2. Lift Station Checks

**i** *Daily lift station checks have been completed.*

## 3. Sewer Obstructions

**i** *We have several calls this last month on sewer issues and backups. We have addressed the sewer calls as they arise.*

## 4. Jetter Truck

**i** *As the temperatures have remained consistently around freezing temperatures, we have not used the vector truck other than in emergencies.*

## 5. Sampling and DMR's

**i** *We have continued sampling and testing the water weekly. Our plant has continued to produce high quality effluent. We are working with a couple of companies to get all of our lab equipment calibrated and on an annual schedule for calibration moving forward. We have started to work on writing SOPs for sampling and testing procedures.*

## 6. Plant Operations

**i** *We received our decant pump back from Denver. We spent a few days troubleshooting the lighting control system for the plant and were able to get the outside lights to run off the photocell. We thoroughly went through and cleaned the polymer lines, and tighten all of the air connections on the fan press. The press is running a lot better with a more consistent output.*

## 7. Other Tasks

**i** *The apprentices have been working on assignments and trainings as well as completing their day-to-day duties. We have been working with CRWA and the State to sort out some issues we have had with the grant funding for the apprenticeship program.*

## **Streets/Parks**

**Sergio Valadez**

**Arnold Lujan**

**Martin Palma**

**January 2025**

- **Cleaned and organized North 90 shop.**
- **Daily Picked up trash from trash cans in town and Casa Blanca park.**
- **Cleaned, brushed, and picked up dirt and trash from Worth St roads.**
- **Snow plowed at 9pm till 1am.**
- **Snow plowed at 5am till 11am.**
- **Stop signs and other signs have been replaced.**
- **Worked at town hall removing carpet.**
- **Painted town hall room.**
- **Assembled file cabinets and placed.**
- **Installed carpet and removed all trash.**
- **Helped police department remove all upstairs cabinets and helped cleared things out for construction.**
- **Burned weeds along Washington ditch.**
- **Picked up branches from streets.**
- **Changed town vehicle engine oils.**
- **Cleaned town vehicles.**
- **Check inventory making sure what we have is correct.**
- **Assisted town manager with getting tables for new town building.**
- **Removed all Christmas decorations in town.**
- **Replaced torn flags from Casa Blanca park.**
- **Dirt work on road on north 90 shop.**
- **Fixed water pipe in north 90 shop.**
- **Checking town vehicles for maintenance for auction.**

**CODE ENFORCEMENT OFFICER**

**ORLANDO RASCON**

**January 2025**

**MONTHLY REPORT**

**Thursday 2, 2025**

- **Went to feed the dog at the dog kennels and clean out the poop.**
- **Helped streets and park to remove Christmas lights.**

**Friday 3, 2025**

- **Went to go feed the dog at the dog kennels and cleaned out the poop.**

**Friday 3, 2025**

- **Spoke to some residence**

**Monday 6, 2025**

- **Worked on my citation summons on E force.**
- **I went to go feed the dog that in the kennels and cleaned out his poop.**

**Tuesday 7, 2025**

- Helped streets and park snow plow the streets.
- I went to go feed the dog and cleaned out his poop and let him run around for a while.

**Wednesday 8, 2025**

- Went to go feed the dog at the kennels and cleaned out his poop.
- Went to talk to some residence about their blight they have.
- Studied for my IRC test.

**Thursday 9, 2025**

- I went to verify an address for Saguache county.
- I went to go feed the dog at the kennel building and cleaned out his poop.
- I went to go deliver a reissued permit @ 226 E 3<sup>rd</sup> St.

**Friday 10, 2025**

- I went to go feed the dog at the kennels and cleaned out poop.
- Cleaned out my unit code enforcement vehicle.

**Monday 13, 2025**

- I had a meeting with my supervisor.
- I took the dog that we had in the kennels on Miles St to Alamosa to Dump Friends League.
- I went to the town hall to look for some building permit records that I needed.

**Tuesday 14, 2025**

- I spoke to some residence.
- I helped streets and park get some stuff out of the old pharmacy building.
- Studied for my IRC test that I'm taking next month.

**Wednesday 15, 2025**

- I cited the residence @ 250 W 3<sup>rd</sup> St reason for citation was because dog was running at large and killed the neighbor cat.
- I went to the town hall to approve the permit for the old pharmacy that's going under construction.
- I went to go do a building permit application @ 28 Crescent St for reroofing it only has one layer of shingles they are putting metal so I approve the permit.

**Thursday 16, 2025**

- I received a phone call from the residence @ 235 W Washington St that there as a dog in their yard and the dog belonged to the residence @ 375 ½ Garcia St so I went to the residence house @ 235 Washington St to see if I can catch the dog but when I got there I didn't see no dog so I continued to the residence @ 375 ½ Garcia St when I go there both of their dogs were in the kennel and chained up.
- I helped streets and park to remove an old desk shelf from the town hall.
- I picked up a dog on Garcia St and transported it to Alamosa to Dump Friends league.
- I went to the old pharmacy to check on the construction and the contractor already had the walls framed up and standing up so I posited to check the frame work and the walls are real sturdy and bolted down correctly the beams are 16" apart and up to the code and they will be hanging ½ inch sheet rock will continue doing up dates.

**Friday 17, 2025**

- I helped streets and park removed boxes out of the town hall.
- Cleaned out my unit had dog hair from transferring dog to Alamosa.

**Saturday 18,2025**

- Saguache S/O called me out to 542 E 5<sup>th</sup> St for vicious dog at large when I arrived the residents told me there was a vicious dog running loose and it

had attacked their dog they did tell me it was a brown and white dog I drove around the area and couldn't find any dogs running at large.

- Saguache S/O called me again about an anonymous call that there were dogs that they weren't being taken care of so I went to 120 1<sup>st</sup> St trailer #3 and asked the residence if I can take a look at their dogs because there was an anonymous call that they weren't being fed when I took a look the dogs had shelter and food and also water and they looked healthy so I continued on and left the residence premises.
- Saguache S/O called me again the same anonymous person called and said that there were dogs on 2<sup>nd</sup> and Jones and they weren't get fed when I arrived @ 185 W 2<sup>nd</sup> St I talked to the residence and asked them if I can see their dogs they took me to the back and their dogs had shelter food and water and they looked healthy so I continued with my way and left the residence premises.

Tuesday 21, 2025

- I went to the town hall to do my citation report on Eforce.
- I spoke to a residence that wants to be anonymous and reported dogs that are not being harmed I did let her know that I checked on the dogs and they do have shelter, food and water.
- I had a meeting with my supervisor and the Leonardo's restaurant owners because they want to do studios apartments in the restaurant and build more apartments on the property they own on HWY 112.
- I helped streets and park work on the town hall removed old cabinets and carpet.

### **Wednesday 22, 2025**

- I chased two dogs from 542 E 5<sup>th</sup> St to their owner's house that @ 312 E 4<sup>th</sup> St I spoke to the residence that leaves there and I did let them know they couldn't have their dogs running at large and if I would catch them again they would be getting a citation for dogs not to run at large.
- I helped streets and park at the town hall to move some file cabinets and put down some new carpet and also build some file cabinets.

### **Thursday 23, 2025**

- Did a follow up with a residence about his dogs.
- Helped streets and park build some more file cabinets.
- Helped streets and park do oil changes on work vehicles.

### **Friday 24, 2025**

- Helped streets and park to try and unfreeze water at shop.
- Talked to a residence about doing an addition on his house told him he needed to get locates and permit.

**Monday 27, 2024**

- I went to go check on the ongoing construction at the old pharmacy walls look good and also flooring.
- I spoke to the residence @ 111 ½ about some livestock chickens he had running around I did let the residence know that they are only allowed 10 chickens and they had to be in a chicken coop I counted the chickens and the residence only has 8 chickens.
- Studied for my IRC test that I will be taking now in February.

**Tuesday 28, 2025**

- Did permit checks on some residence.
- Followed up with the residence @ 336 miles St for dog that killed all of their livestock chickens
- I looked for the dog owner that killed all the chickens @ 336 miles St.

**Wednesday 29, 2025**

- I spoke to the residence owner @ 157 N Hurt St for doing home structure without permit I did advise him to go get a permit even if it was to move the trailer out of lot.
- I got called out for a dog at large at the school.

- I had a PD meeting about some trainings classes.

**Thursday 30, 2025**

- I helped streets and park to snow plow all the streets.
- Helped streets and park go pick up some tables in Monte vista

**Friday 31, 2025**

- Got a call from a residence that they found a little dog in the middle road so I went to go pick it up at Tierra Nueva Apt 4.
- I transported the dog to Alamosa to the Dump Friends League.

**CENTER TOWN BOARD  
REGULAR MEETING  
JANUARY 28, 2025  
5:30 P.M.**

The Financial Workshop was held at 5:30 p.m.

The meeting was called to order at by Mayor Gallegos at 6:20 p.m.

**ROLL CALL**

Mayor Gallegos	P
Mayor Pro Tem Beiriger	P
Trustee Lopez	P
Trustee Gonzales	P
Trustee Sanchez	P
Trustee Barela	P
Trustee McClure	P

**APPROVAL OF AGENDA**

A motion to approve the Agenda with additions was made by Trustee McClure, seconded by Mayor Pro-Tem Beiriger. Roll Call –All in favor. Motion Carries.

**CITIZEN COMMENTS**

Mary McClure – Ms. McClure talked about the trees, those trees that were planted need to be taken care of. When the sun shines on the trees and sap runs it freezes, feels that the trees need to be wrapped. They cost a lot of money and they offer a lot to the community.

**FINANCIALS**

A motion to approve the December Financials as soft financials and as presented was made by Mayor Pro-Tem Beiriger, seconded by Mayor Gallegos. Roll Call –All in favor. Motion Carries.

**PAYABLES**

A motion to approve the payables with questions was made by Trustee Lopez, seconded by Trustee Sanchez. Roll Call – All in favor. Motion Carries.

**MINUTES**

Cole – Planning Commission it said Cole not until next year –also said by the end of this year. Roll Call – Two mayors – Mayor Pro Tem Beiriger. Public Hearing note that applicant was a phone call not in person.

A motion to approve the minutes of January 14<sup>th</sup> with corrections was made by Trustee Barela, seconded by Trustee Lopez. Roll Call – All in favor. Motion Carries.

**OLD BUSINESSs.**

Criminal Code Update – Attorney Trujillo said that he is pretty much done, will get it to Zollars. Zollars had been gone until next week. Will be done by the last meeting in February or first of March.

AmeriCorps Update – Cole met with the Director of the AmeriCorps through La Puente. \$1200 a month as an employee. Cost to the Town is \$300 a month. If we could help find somewhere they could rent from would be a big help. The AmeriCorps employee will not be able to help with grant writing or anything that would bring money into the Town. Cole would like to feel out the applications and see where it goes from there. They would mostly help with project management and working with Cole. Trustee Lopez said that he feels it would be a good idea. A motion to allow Cole to draw up the application for the AmeriCorps personnel to come in was made by Trustee Lopez, seconded by Trustee Barela. Roll Call – All in favor. Motion Carries.

#### NEW BUSINESS

SRTS – UPDATE – Cole met with Katrina Ruggles, the ball has been dropped it should have been done. The Town was granted the extension. The Town is the responsible party. There are two grants, the schools portion of the grant has been completed. The Town needs to complete our portion. Sidewalks and the crosswalks. Trustee McClure would like to put it on hold for a clear picture of what will be done. Cole will send out the applications. A motion to table until the next Board Meeting was made by Trustee Barela, seconded by Trustee Sanchez. Roll Call – All in favor. Motion Carries.

TRUSTEE ISSUES – UPDATE – Amended charge and Motion – Trustee McClure said that he objects that he has not received anything prior to this meeting. Trustee McClure said that the Town is not following proper procedures and follow the rules and regulations. Trustee McClure feels that the Town is not doing their job. Trustee McClure said he has Freedom of Speech. Trustee McClure asked why Trustee Lopez did not accept apology. Trustee Lopez said Trustee McClure texted Cole with the apology. The issue is with the way Trustee McClure handled himself. Attorney Trujillo read the amended charges to the Board and Community members. Allegations of misconduct or malfeasance pursuant to Colorado Constitution Article XIII, Section 3 and C.R.S. Section 31-4-307. Trustee Lopez said that the hearing needs to continue the process. Community Member Adeline Sanchez said that Attorney Trujillo has a conflict. Attorney Trujillo said he represents the Board. A motion to continue the hearing to February 4 at 6:00 p.m. at the old Pharmacy building was made by Trustee Lopez, seconded by Trustee Gonzales. Roll Call – Mayor Gallegos – y, Trustee Barela – y, Trustee Sanchez – y, Mayor Pro-Tem Beiriger – y, Trustee McClure – N, Trustee Gonzales – y, Trustee Lopez – y. Motion Carries.

Trash – Look for more vendors – Look for a cheaper price – Cole will get quotes for the next meeting. Fund Account to the N90 – A motion to table the Trash issue until further information is gathered was made by Trustee Lopez, seconded by Trustee Gonzales. Roll Call – All in favor. Motion Carries.

North 90 and Urban Renewal Fund – A motion to table both issues was made by Trustee Lopez, seconded by Trustee Sanchez. Roll Call- Trustee Barela – y, Trustee McClure – n, Trustee Gonzales –y, Mayor Pro-Tem Beiriger – y, Trustee Lopez – y, Trustee Sanchez –y, Mayor Gallegos -y. Motion Carries.

**CALENDAR ITEMS**

February 11 – Utility Meeting Then Urban Renewal prior to the meeting – 5:15 p.m.

February 13 – DCI – Board and Public on the North 90 at 5:30 p.m.

June 28 – Summer Event

February 20 – Legislative

**ITEMS FOR NEXT MEETING**

Caselle

Water Attorney to call in and talk to the Board

Updates on Building improvements

Trash

N90

Urban Renewal

**ADJOURNMENT**

A motion to adjourn the meeting was made by Trustee Lopez, seconded by Trustee Gonzales. Roll Call – All in favor. Motion Carries. Meeting adjourned at 7:20 p.m.

Submitted by,

Rose Marie DeHerrera – CMC  
Town Clerk

Daniel Gallegos  
Mayor

**CENTER TOWN BOARD  
SPECIAL MEETING  
JANUARY 30, 2025  
6:00 P.M.**

The meeting was called to order at 6:00 p.m.

**ROLL CALL**

Mayor Gallegos	P
Mayor Pro Tem Beiriger	P
Trustee Lopez	P
Trustee Gonzales	P
Trustee Sanchez	P
Trustee Barela	P
Trustee McClure	P

CORRECT MINUTES FROM DECEMBER 17, 2024 – Cole said that under advisement of counsel we need to correct the motion to have the hearing scheduled for January 28, 2025. Cole read the changes to the minutes out loud. Trustee McClure asked Attorney Trujillo who was present by phone what state statutes that allow to correct minutes that have been approved. Attorney Trujillo stated that they can be corrected at any time to reflect accuracy. Trustee McClure said that he had caught the mistake but not one Board member corrected the minutes. Attorney Trujillo said that he is advising the Board to make the correction if they would agree to. Trustee Sanchez asked if they would read the correction as part of the motion: Attorney Trujillo read a motion concerning the violation of Colorado Constitution Article XIII, Section 3 and C.R.S. Section 31-4-307, it is up to a Board member to make the motion regarding a hearing for the removal of Trustee McClure. The hearing was scheduled for January 28, 2025 at 6:00 p.m. Further Attorney Trujillo read the procedures and possibility of a different course of actions against Mr. McClure. Attorney Trujillo read the charges against Trustee McClure that CIRSA has presented. Attorney Trujillo explains the amount of statutes broken with Trustee McClure using such behavior and discrimination against Code Enforcer Orlando Rascon concerning Hispanic ethnicity. Trustee McClure at a regular Board meeting on November 12th admitted to the use of the ethnic slur and continued to use the ethnic slur during the meeting. Attorney Trujillo read the process of removal if they vote to move forward. Trustee McClure explains that this incident didn't happen in a work environment, it happened in his home. Trustee McClure added that we should know the facts before moving forward. Saul Hurtado comments that Trustee McClure is a board member inside town hall and out. That is his responsibility as a board member. A motion to proceed with the actions against Trustee McClure was made by Trustee Lopez, and seconded by Trustee Gonzalez. Roll Call Trustee McClure-no, Trustee Gonzales-yes, Trustee Barela-yes, Trustee Lopez-yes, Mayor Gallegos-yes, Mayor Pro-Tem Beiriger-yes, Trustee Sanchez-yes. Motion Carries

a motion to proceed with the amended correction to the December 17<sup>th</sup> meeting as read by Trustee Lopez, seconded by Trustee Gonzales. Roll Call – Trustee McClure –n, Mayor Pro-Tem Beiriger – y, Trustee Sanchez – y, Mayor Gallegos –y, Trustee Gonzales – y, Trustee Lopez – y, Trustee Barela – y. Motion Carries.

**AJDOURNMENT**

A motion to adjourn the meeting was made by Trustee Lopez, seconded by Trustee Gonzales. Roll Call – All in favor. Motion Carries. The meeting adjourned at 6:22 p.m.

Submitted by,

Rose Marie DeHerrera – CMC  
Town Clerk

Daniel Gallegos  
Mayor

**CENTER TOWN BOARD  
SPECIAL MEETING  
FEBRUARY 4, 2025  
6:00 P.M.**

The meeting was called to order at 6:00 p.m. by Mayor Gallegos

**ROLL CALL**

Mayor Gallegos	P
Mayor Pro Tem Beiriger	P
Trustee Lopez	P
Trustee Gonzales	P
Trustee Sanchez	P
Trustee Barela	P
Trustee McClure	P

**TRUSTEE ISSUES – EXTENSION FOR HEARING**

Cole told the Board that Trustee McClure had asked attorney Peter Dougherty for an extension from the scheduled February 4<sup>th</sup> hearing to February 26<sup>th</sup> so he could better prepare. A motion to grant the extension to be held on February 26, 2025 at 6:00 p.m. at the Old Pharmacy Building was made by Trustee Lopez, seconded by Trustee Sanchez. Roll Call – All in favor. Motion Carries.

**ADJOURNMENT**

A motion to adjourn the meeting was made by Trustee Gonzales, seconded by Trustee Barela. Roll Call – All in favor. Motion Carries.

Submitted by,

Rose Marie DeHerrera – CMC  
Town Clerk

Daniel Gallegos  
Mayor

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>17861</b>											
02/25	02/06/2025	17861	1259	AMERICAN ELECTRIC COMPAN	0116-111320	1	01-552-550-00	.00	107.74	107.74	SUPPLIES
02/25	02/06/2025	17861	1259	AMERICAN ELECTRIC COMPAN	0116-111330	1	10-552-676-00	.00	720.01	720.01	SUPPLIES
02/25	02/06/2025	17861	1259	AMERICAN ELECTRIC COMPAN	0116-111359	1	10-552-675-00	.00	102.70	102.70	SUPPLIES
Total 17861:								.00		930.45	
<b>17862</b>											
02/25	02/06/2025	17862	2728	AXON ENTERPRISTE, INC	INUS310383	1	01-557-579-10	.00	8,777.52	8,777.52	CAMERA'S
Total 17862:								.00		8,777.52	
<b>17863</b>											
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	1	01-557-544-00	.00	751.06	751.06	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	2	01-552-544-00	.00	201.34	201.34	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	3	10-552-544-00	.00	1,135.23	1,135.23	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	4	11-552-544-00	.00	880.99	880.99	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	5	12-552-544-00	.00	861.04	861.04	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	6	01-561-544-00	.00	650.62	650.62	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	7	01-552-544-00	.00	686.97	686.97	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	8	01-552-544-00	.00	1,874.17	1,874.17	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	9	10-552-544-00	.00	637.22	637.22	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	10	11-552-544-00	.00	637.22	637.22	UTILITIES
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	013125	11	12-552-544-00	.00	599.73	599.73	UTILITIES
Total 17863:								.00		8,915.59	
<b>17864</b>											
02/25	02/06/2025	17864	1312	CENTER SANITATION DISTRICT	013125	1	01-238-000-00	.00	76,787.07	76,787.07	SANITATION MONTHLY
Total 17864:								.00		76,787.07	
<b>17865</b>											
02/25	02/06/2025	17865	1046	CENTRAL PUMP COMPANY	15537	1	12-552-776-10	.00	2,897.50	2,897.50	VFD

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
Total 17865:								.00		2,897.50	
<b>17866</b>											
02/25	02/06/2025	17866	2664	CIELLO	0125251	1	01-552-537-00	.00	235.45	235.45	INTERNET
02/25	02/06/2025	17866	2664	CIELLO	0125251	2	10-552-537-10	.00	235.45	235.45	INTERNET
02/25	02/06/2025	17866	2664	CIELLO	0125251	3	11-552-537-01	.00	235.45	235.45	INTERNET
02/25	02/06/2025	17866	2664	CIELLO	0125251	4	12-552-537-01	.00	235.43	235.43	INTERNET
Total 17866:								.00		941.78	
<b>17867</b>											
02/25	02/06/2025	17867	1687	CIRSA	1000713	1	01-552-545-10	.00	238.00	238.00	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000713	2	10-552-545-10	.00	238.00	238.00	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000713	3	11-552-545-10	.00	238.00	238.00	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000713	4	12-552-545-10	.00	238.00	238.00	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000887	1	01-552-545-10	.00	120.00	120.00	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000887	2	10-552-545-10	.00	120.00	120.00	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000887	3	11-552-545-10	.00	120.00	120.00	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000887	4	12-552-545-10	.00	120.00	120.00	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000963	1	01-552-545-10	.00	3.10	3.10	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000963	2	10-552-545-10	.00	3.10	3.10	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000963	3	11-552-545-10	.00	3.10	3.10	PROPERTY & CASUALTY COVERAGE
02/25	02/06/2025	17867	1687	CIRSA	1000963	4	12-552-545-10	.00	3.10	3.10	PROPERTY & CASUALTY COVERAGE
Total 17867:								.00		1,444.40	
<b>17868</b>											
02/25	02/06/2025	17868	3383	CIVISTRUCT	2025-1.1-1	1	06-552-000-71	.00	4,000.00	4,000.00	DEVELOPMENT CONSULTANT
Total 17868:								.00		4,000.00	
<b>17869</b>											
02/25	02/06/2025	17869	2280	CONLEY WASTE MANAGEMEN	020125	1	10-552-676-00	.00	114.00	114.00	L&P
Total 17869:								.00		114.00	
<b>17870</b>											
02/25	02/06/2025	17870	2279	CONLEY WASTE MANAGEMEN	020125	1	01-561-624-50	.00	708.00	708.00	PARKS

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
Total 17870:								.00		708.00	
<b>17871</b>											
02/25	02/06/2025	17871	3322	FENIX USA	2406	7	10-552-534-10	.00	423.50	423.50	SRI DATA AND SOFTWARE HOSTING
Total 17871:								.00		423.50	
<b>17872</b>											
02/25	02/06/2025	17872	2377	GREATAMERICA FINANCIAL SE	38353335	1	01-552-542-30	.00	55.39	55.39	LEXMARK COPIER
02/25	02/06/2025	17872	2377	GREATAMERICA FINANCIAL SE	38353335	2	10-552-542-30	.00	55.39	55.39	LEXMARK COPIER
02/25	02/06/2025	17872	2377	GREATAMERICA FINANCIAL SE	38353335	3	11-552-542-30	.00	55.39	55.39	LEXMARK COPIER
02/25	02/06/2025	17872	2377	GREATAMERICA FINANCIAL SE	38353335	4	12-552-542-30	.00	55.39	55.39	LEXMARK COPIER
Total 17872:								.00		221.56	
<b>17873</b>											
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	1	10-552-587-30	.00	84.32	84.32	OIL-UTILITIES
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	2	01-557-587-40	.00	83.29	83.29	OIL-POLICE
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	3	01-557-587-40	.00	18.60	18.60	SUPPLIES- POLICE
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	4	01-557-587-40	.00	15.98	15.98	SUPPLIES -POLICE
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	5	01-561-940-00	.00	11.98	11.98	SUPPLIES- STREETS
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	6	01-561-587-30	.00	93.67	93.67	OIL-STREETS AND PARKS
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	7	01-552-543-30	.00	67.87	67.87	OIL-TOWN MANAGER
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	8	01-552-543-30	.00	7.99	7.99	SUPPLIES- TOWN CAR
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	9	01-552-543-30	.00	145.37	145.37	OIL - TOWN CAR
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	10	01-552-543-30	.00	32.97	32.97	ANTI FREEZE - TOWN CAR
02/25	02/06/2025	17873	1114	HAYNIE'S	013125	11	01-552-543-30	.00	2.41-	2.41-	CREDIT
Total 17873:								.00		559.63	
<b>17874</b>											
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	123124	1	01-552-542-10	.00	15.75	15.75	SUPPLIES
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	123124	2	10-552-542-10	.00	15.75	15.75	SUPPLIES
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	123124	3	11-552-542-10	.00	15.75	15.75	SUPPLIES
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	123124	4	12-552-542-10	.00	15.74	15.74	SUPPLIES
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	123124	5	01-561-623-00	.00	61.16	61.16	cleaning supplies
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	123124	6	01-559-550-00	.00	51.93	51.93	cleaning supplies
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	123124	7	01-552-526-30	.00	931.67	931.67	EMPLOYEE APPRECIATION

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
Total 17874:								.00		1,107.75	
<b>17875</b>											
02/25	02/06/2025	17875	1448	LEROY N TORRES	2062022	1	11-220-000-00	.00	99.42	99.42	DEPOSIT REFUND
02/25	02/06/2025	17875	1448	LEROY N TORRES	2062022	2	12-220-000-00	.00	25.00	25.00	DEPOSIT REFUND
02/25	02/06/2025	17875	1448	LEROY N TORRES	2062022	3	01-220-000-01	.00	30.00	30.00	DEPOSIT REFUND
Total 17875:								.00		154.42	
<b>17876</b>											
02/25	02/06/2025	17876	2868	MUNICIPAL ENERGY AGENCY	307689	1	10-550-300-01	.00	97,080.01	97,080.01	PURCHASE ELECTRICITY
Total 17876:								.00		97,080.01	
<b>17877</b>											
02/25	02/06/2025	17877	3017	PAULA MARTINEZ	012825	1	12-552-557-00	.00	116.35	116.35	TRAVEL EXPENSE - REIMBURSEMENT
02/25	02/06/2025	17877	3017	PAULA MARTINEZ	012825	2	11-552-535-20	.00	116.34	116.34	TRAVEL EXPENSE - REIMBURSEMENT
02/25	02/06/2025	17877	3017	PAULA MARTINEZ	012825	3	10-552-557-00	.00	116.34	116.34	TRAVEL EXPENSE - REIMBURSEMENT
02/25	02/06/2025	17877	3017	PAULA MARTINEZ	012825	4	01-552-535-20	.00	116.34	116.34	TRAVEL EXPENSE - REIMBURSEMENT
Total 17877:								.00		465.37	
<b>17878</b>											
02/25	02/06/2025	17878	1192	S&S DISTRIBUTING, INC	24524	1	01-552-542-10	.00	5.00	5.00	COFFEE SUPPLIES
02/25	02/06/2025	17878	1192	S&S DISTRIBUTING, INC	24524	2	11-552-542-10	.00	5.00	5.00	COFFEE SUPPLIES
02/25	02/06/2025	17878	1192	S&S DISTRIBUTING, INC	24524	3	10-552-542-10	.00	5.00	5.00	COFFEE SUPPLIES
02/25	02/06/2025	17878	1192	S&S DISTRIBUTING, INC	24524	4	12-552-542-10	.00	5.00	5.00	COFFEE SUPPLIES
Total 17878:								.00		20.00	
<b>17879</b>											
02/25	02/06/2025	17879	1198	SAGUACHE COUNTY SHERIFF	OCTOBER 2	1	01-557-534-35	.00	208.25	208.25	Dispatch Expense
02/25	02/06/2025	17879	1198	SAGUACHE COUNTY SHERIFF	OCTOBER 2	2	10-552-534-35	.00	208.25	208.25	Dispatch Expense
02/25	02/06/2025	17879	1198	SAGUACHE COUNTY SHERIFF	OCTOBER 2	3	11-552-534-35	.00	208.25	208.25	Dispatch Expense
02/25	02/06/2025	17879	1198	SAGUACHE COUNTY SHERIFF	OCTOBER 2	4	12-552-534-35	.00	208.25	208.25	Dispatch Expense
Total 17879:								.00		833.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
<b>17880</b>											
02/25	02/06/2025	17880	1208	SDC LABORATORY, INC	24960	1	12-552-723-00	.00	84.00	84.00	WATER TESTING
Total 17880:								.00		84.00	
<b>17881</b>											
02/25	02/06/2025	17881	2276	SHREDAMERICA	CO95606	1	01-552-542-10	.00	30.73	30.73	SHREDDING
02/25	02/06/2025	17881	2276	SHREDAMERICA	CO95606	2	10-552-542-10	.00	30.73	30.73	SHREDDING
02/25	02/06/2025	17881	2276	SHREDAMERICA	CO95606	3	11-552-542-10	.00	30.73	30.73	SHREDDING
02/25	02/06/2025	17881	2276	SHREDAMERICA	CO95606	4	12-552-542-10	.00	30.72	30.72	SHREDDING
02/25	02/06/2025	17881	2276	SHREDAMERICA	CO96813	1	01-552-542-10	.00	125.98	125.98	SHREDDING
02/25	02/06/2025	17881	2276	SHREDAMERICA	CO96813	2	10-552-542-10	.00	125.98	125.98	SHREDDING
02/25	02/06/2025	17881	2276	SHREDAMERICA	CO96813	3	11-552-542-10	.00	125.98	125.98	SHREDDING
02/25	02/06/2025	17881	2276	SHREDAMERICA	CO96813	4	12-552-542-10	.00	125.97	125.97	SHREDDING
Total 17881:								.00		626.82	
<b>17882</b>											
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	7003836993	1	01-552-542-10	.00	123.66	123.66	OFFICE SUPPLIES
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	7003836993	2	10-552-542-10	.00	123.66	123.66	OFFICE SUPPLIES
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	7003836993	3	11-552-542-10	.00	123.66	123.66	OFFICE SUPPLIES
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	7003836993	4	12-552-542-10	.00	123.65	123.65	OFFICE SUPPLIES
Total 17882:								.00		494.63	
<b>17883</b>											
02/25	02/06/2025	17883	2127	STEFFENS QUALITY PLUMBING	23539	1	01-552-543-00	.00	362.83	362.83	boiler unit
Total 17883:								.00		362.83	
<b>17884</b>											
02/25	02/06/2025	17884	1239	UTILITY NOTIFICATION CENTE	225010376	1	11-552-537-00	.00	225.00	225.00	UTILITY LOCATES
Total 17884:								.00		225.00	
<b>17885</b>											
02/25	02/06/2025	17885	1253	WESTERN AREA POWER ADMI	JJPB000031	1	10-550-300-01	.00	22,882.51	22,882.51	MONTHLY PAYMENT

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 17885:								.00		22,882.51
Grand Totals:								.00		231,057.34

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-201-000-00	2.41	93,737.45-	93,735.04-
01-220-000-01	30.00	.00	30.00
01-238-000-00	76,787.07	.00	76,787.07
01-552-526-30	931.67	.00	931.67
01-552-535-20	116.34	.00	116.34
01-552-537-00	235.45	.00	235.45
01-552-542-10	301.12	.00	301.12
01-552-542-30	55.39	.00	55.39
01-552-543-00	362.83	.00	362.83
01-552-543-30	254.20	2.41-	251.79
01-552-544-00	2,762.48	.00	2,762.48
01-552-545-10	361.10	.00	361.10
01-552-550-00	107.74	.00	107.74
01-557-534-35	208.25	.00	208.25
01-557-544-00	751.06	.00	751.06
01-557-579-10	8,777.52	.00	8,777.52
01-557-587-40	117.87	.00	117.87
01-559-550-00	51.93	.00	51.93
01-561-544-00	650.62	.00	650.62
01-561-587-30	93.67	.00	93.67
01-561-623-00	61.16	.00	61.16
01-561-624-50	708.00	.00	708.00
01-561-940-00	11.98	.00	11.98
06-201-000-00	.00	4,000.00-	4,000.00-
06-552-000-71	4,000.00	.00	4,000.00
10-201-000-00	.00	124,457.15-	124,457.15-
10-550-300-01	119,962.52	.00	119,962.52
10-552-534-10	423.50	.00	423.50

GL Account	Debit	Credit	Proof
10-552-534-35	208.25	.00	208.25
10-552-537-10	235.45	.00	235.45
10-552-542-10	301.12	.00	301.12
10-552-542-30	55.39	.00	55.39
10-552-544-00	1,772.45	.00	1,772.45
10-552-545-10	361.10	.00	361.10
10-552-557-00	116.34	.00	116.34
10-552-587-30	84.32	.00	84.32
10-552-675-00	102.70	.00	102.70
10-552-676-00	834.01	.00	834.01
11-201-000-00	.00	3,120.28-	3,120.28-
11-220-000-00	99.42	.00	99.42
11-552-534-35	208.25	.00	208.25
11-552-535-20	116.34	.00	116.34
11-552-537-00	225.00	.00	225.00
11-552-537-01	235.45	.00	235.45
11-552-542-10	301.12	.00	301.12
11-552-542-30	55.39	.00	55.39
11-552-544-00	1,518.21	.00	1,518.21
11-552-545-10	361.10	.00	361.10
12-201-000-00	.00	5,744.87-	5,744.87-
12-220-000-00	25.00	.00	25.00
12-552-534-35	208.25	.00	208.25
12-552-537-01	235.43	.00	235.43
12-552-542-10	301.08	.00	301.08
12-552-542-30	55.39	.00	55.39
12-552-544-00	1,480.77	.00	1,480.77
12-552-545-10	361.10	.00	361.10
12-552-557-00	116.35	.00	116.35
12-552-723-00	84.00	.00	84.00
12-552-776-10	2,897.50	.00	2,897.50
Grand Totals:	<u>231,062.16</u>	<u>231,062.16-</u>	<u>.00</u>

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

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

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

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

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Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

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Report Criteria:  
Report type: GL detail  
Check.Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
<b>01</b>						
02/25	02/06/2025	17875	1448	LEROY N TORRES	01-201-000-00	30.00
02/25	02/06/2025	17864	1312	CENTER SANITATION DISTRICT	01-201-000-00	76,787.07
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	01-201-000-00	931.67
02/25	02/06/2025	17877	3017	PAULA MARTINEZ	01-201-000-00	116.34
02/25	02/06/2025	17866	2664	CIELLO	01-201-000-00	235.45
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	01-201-000-00	15.75
02/25	02/06/2025	17881	2276	SHREDAMERICA	01-201-000-00	30.73
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	01-201-000-00	123.66
02/25	02/06/2025	17881	2276	SHREDAMERICA	01-201-000-00	30.73
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	01-201-000-00	123.66
02/25	02/06/2025	17872	2377	GREATAMERICA FINANCIAL SERVICES	01-201-000-00	55.39
02/25	02/06/2025	17883	2127	STEFFENS QUALITY PLUMBING & HEATING INC.	01-201-000-00	362.83
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	67.87
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	145.37
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	2.41-
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	145.37
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	2.41-
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	01-201-000-00	201.34
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	01-201-000-00	1,874.17
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	01-201-000-00	1,874.17
02/25	02/06/2025	17867	1687	CIRSA	01-201-000-00	238.00
02/25	02/06/2025	17867	1687	CIRSA	01-201-000-00	3.10
02/25	02/06/2025	17867	1687	CIRSA	01-201-000-00	3.10
02/25	02/06/2025	17861	1259	AMERICAN ELECTRIC COMPANY	01-201-000-00	107.74
02/25	02/06/2025	17879	1198	SAGUACHE COUNTY SHERIFF OFFICE	01-201-000-00	208.25
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	01-201-000-00	751.06
02/25	02/06/2025	17862	2728	AXON ENTERPRISTE, INC	01-201-000-00	8,777.52
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	83.29
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	15.98
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	15.98
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	01-201-000-00	51.93
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	01-201-000-00	650.62
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	93.67
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	01-201-000-00	61.16
02/25	02/06/2025	17870	2279	CONLEY WASTE MANAGEMENT - PARKS	01-201-000-00	708.00
02/25	02/06/2025	17873	1114	HAYNIE'S	01-201-000-00	11.98
Total 01:						94,928.13
<b>06</b>						
02/25	02/06/2025	17868	3383	CIVISTRUCT	06-201-000-00	4,000.00
Total 06:						4,000.00
<b>10</b>						
02/25	02/06/2025	17876	2866	MUNICIPAL ENERGY AGENCY OF NEBRASKA	10-201-000-00	97,080.01
02/25	02/06/2025	17876	2866	MUNICIPAL ENERGY AGENCY OF NEBRASKA	10-201-000-00	97,080.01
02/25	02/06/2025	17871	3322	FENIX USA	10-201-000-00	423.50
02/25	02/06/2025	17879	1198	SAGUACHE COUNTY SHERIFF OFFICE	10-201-000-00	208.25
02/25	02/06/2025	17866	2664	CIELLO	10-201-000-00	235.45
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	10-201-000-00	15.75
02/25	02/06/2025	17881	2276	SHREDAMERICA	10-201-000-00	30.73

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	10-201-000-00	123.66
02/25	02/06/2025	17881	2276	SHREDAMERICA	10-201-000-00	30.73
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	10-201-000-00	123.66
02/25	02/06/2025	17872	2377	GREATAMERICA FINANCIAL SERVICES	10-201-000-00	55.39
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	10-201-000-00	1,135.23
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	10-201-000-00	1,135.23
02/25	02/06/2025	17867	1687	CIRSA	10-201-000-00	238.00
02/25	02/06/2025	17867	1687	CIRSA	10-201-000-00	3.10
02/25	02/06/2025	17867	1687	CIRSA	10-201-000-00	3.10
02/25	02/06/2025	17877	3017	PAULA MARTINEZ	10-201-000-00	116.34
02/25	02/06/2025	17873	1114	HAYNIE'S	10-201-000-00	84.32
02/25	02/06/2025	17861	1259	AMERICAN ELECTRIC COMPANY	10-201-000-00	102.70
02/25	02/06/2025	17861	1259	AMERICAN ELECTRIC COMPANY	10-201-000-00	720.01
02/25	02/06/2025	17861	1259	AMERICAN ELECTRIC COMPANY	10-201-000-00	720.01
Total 10:						199,665.18
<b>11</b>						
02/25	02/06/2025	17875	1448	LEROY N TORRES	11-201-000-00	99.42
02/25	02/06/2025	17879	1198	SAGUACHE COUNTY SHERIFF OFFICE	11-201-000-00	208.25
02/25	02/06/2025	17877	3017	PAULA MARTINEZ	11-201-000-00	116.34
02/25	02/06/2025	17884	1239	UTILITY NOTIFICATION CENTER OF COLORADO	11-201-000-00	225.00
02/25	02/06/2025	17866	2664	CIELLO	11-201-000-00	235.45
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	11-201-000-00	15.75
02/25	02/06/2025	17881	2276	SHREDAMERICA	11-201-000-00	30.73
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	11-201-000-00	123.66
02/25	02/06/2025	17881	2276	SHREDAMERICA	11-201-000-00	30.73
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	11-201-000-00	123.66
02/25	02/06/2025	17872	2377	GREATAMERICA FINANCIAL SERVICES	11-201-000-00	55.39
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	11-201-000-00	880.99
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	11-201-000-00	880.99
02/25	02/06/2025	17867	1687	CIRSA	11-201-000-00	238.00
02/25	02/06/2025	17867	1687	CIRSA	11-201-000-00	3.10
02/25	02/06/2025	17867	1687	CIRSA	11-201-000-00	3.10
Total 11:						3,270.56
<b>12</b>						
02/25	02/06/2025	17875	1448	LEROY N TORRES	12-201-000-00	25.00
02/25	02/06/2025	17879	1198	SAGUACHE COUNTY SHERIFF OFFICE	12-201-000-00	208.25
02/25	02/06/2025	17866	2664	CIELLO	12-201-000-00	235.43
02/25	02/06/2025	17874	2462	K&J THRIFTWAY	12-201-000-00	15.74
02/25	02/06/2025	17881	2276	SHREDAMERICA	12-201-000-00	30.72
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	12-201-000-00	123.65
02/25	02/06/2025	17881	2276	SHREDAMERICA	12-201-000-00	30.72
02/25	02/06/2025	17882	1966	STAPLES BUSINESS CREDIT	12-201-000-00	123.65
02/25	02/06/2025	17872	2377	GREATAMERICA FINANCIAL SERVICES	12-201-000-00	55.39
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	12-201-000-00	861.04
02/25	02/06/2025	17863	1042	CENTER MUNICIPAL UTILITIES	12-201-000-00	861.04
02/25	02/06/2025	17867	1687	CIRSA	12-201-000-00	238.00
02/25	02/06/2025	17867	1687	CIRSA	12-201-000-00	3.10
02/25	02/06/2025	17867	1687	CIRSA	12-201-000-00	3.10
02/25	02/06/2025	17877	3017	PAULA MARTINEZ	12-201-000-00	116.35
02/25	02/06/2025	17880	1208	SDC LABORATORY, INC	12-201-000-00	84.00
02/25	02/06/2025	17865	1046	CENTRAL PUMP COMPANY	12-201-000-00	2,897.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
Total 12:						5,912.68
Grand Totals:						<u>307,776.55</u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-201-000-00	2.41	93,737.45-	93,735.04-
01-220-000-01	30.00	.00	30.00
01-238-000-00	76,787.07	.00	76,787.07
01-552-526-30	931.67	.00	931.67
01-552-535-20	116.34	.00	116.34
01-552-537-00	235.45	.00	235.45
01-552-542-10	301.12	.00	301.12
01-552-542-30	55.39	.00	55.39
01-552-543-00	362.83	.00	362.83
01-552-543-30	254.20	2.41-	251.79
01-552-544-00	2,762.48	.00	2,762.48
01-552-545-10	361.10	.00	361.10
01-552-550-00	107.74	.00	107.74
01-557-534-35	208.25	.00	208.25
01-557-544-00	751.06	.00	751.06
01-557-579-10	8,777.52	.00	8,777.52
01-557-587-40	117.87	.00	117.87
01-559-550-00	51.93	.00	51.93
01-561-544-00	650.62	.00	650.62
01-561-587-30	93.67	.00	93.67
01-561-623-00	61.16	.00	61.16
01-561-624-50	708.00	.00	708.00
01-561-940-00	11.98	.00	11.98
06-201-000-00	.00	4,000.00-	4,000.00-
06-552-000-71	4,000.00	.00	4,000.00
10-201-000-00	.00	124,457.15-	124,457.15-
10-550-300-01	119,962.52	.00	119,962.52
10-552-534-10	423.50	.00	423.50
10-552-534-35	208.25	.00	208.25
10-552-537-10	235.45	.00	235.45
10-552-542-10	301.12	.00	301.12
10-552-542-30	55.39	.00	55.39
10-552-544-00	1,772.45	.00	1,772.45
10-552-545-10	361.10	.00	361.10
10-552-557-00	116.34	.00	116.34
10-552-587-30	84.32	.00	84.32
10-552-675-00	102.70	.00	102.70
10-552-676-00	834.01	.00	834.01
11-201-000-00	.00	3,120.28-	3,120.28-
11-220-000-00	99.42	.00	99.42
11-552-534-35	208.25	.00	208.25
11-552-535-20	116.34	.00	116.34
11-552-537-00	225.00	.00	225.00
11-552-537-01	235.45	.00	235.45
11-552-542-10	301.12	.00	301.12
11-552-542-30	55.39	.00	55.39

GL Account	Debit	Credit	Proof
11-552-544-00	1,518.21	.00	1,518.21
11-552-545-10	361.10	.00	361.10
12-201-000-00	.00	5,744.87-	5,744.87-
12-220-000-00	25.00	.00	25.00
12-552-534-35	208.25	.00	208.25
12-552-537-01	235.43	.00	235.43
12-552-542-10	301.08	.00	301.08
12-552-542-30	55.39	.00	55.39
12-552-544-00	1,460.77	.00	1,460.77
12-552-545-10	361.10	.00	361.10
12-552-557-00	116.35	.00	116.35
12-552-723-00	84.00	.00	84.00
12-552-776-10	2,897.50	.00	2,897.50
Grand Totals:	<u>231,062.16</u>	<u>231,062.16-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

Check.Type = {<->} "Adjustment"

# CASELLE TRAINING REQUEST

## PART ONE: YOUR INFORMATION

Organization name: **Center, CO**  
Contact name: **Rose Marie DeHerrera**  
Caselle version: **Caselle Connect**

Date: **02/05/2025**  
Title: **Town Clerk**

## PART TWO: TRAINING REQUEST

Onsite Training (Training Only; Travel Expenses Billed Separately)  
Applications: **General Ledger, Accounts Payable, Utilities & CR**  
Trainers: **2 trainers - \$2500 a day plus all expense airfare, hotel, rental car & per diem**  
# of Days:

Training at Caselle  
Applications:  
Trainers:  
# of Days:

Virtual Training  
Applications:  
Trainers:  
# of Hours:

## PART THREE: ESTIMATED TRAINING FEES

Estimated	days:		2
Rate per	day:	<input type="checkbox"/>	2500.00
Estimated cost:			\$5000.00

## PART FOUR: AUTHORIZATION

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Client Relationship Manager: **Farah Brown**

Date: \_\_\_\_\_  
Email: **fkbcaselle.com**

Please email a completed and signed copy of this form to your Client Relationship Manager.

**CASELLE**

**CENTER TOWN BOARD  
REGULAR BOARD MEETING  
SEPTEMBER 24, 2024  
5:30 P.M.**

The Financial Workshop was held at 5:30 p.m.

The meeting was called to order at 6:10 p.m. by Mayor Gallegos.

**ROLL CALL**

Mayor Gallegos	P
Mayor Beiriger	P
Trustee Lopez	P
Trustee Gonzales	P
Trustee Sanchez	P
Trustee Barela	P
Trustee McClure	P

AGENDA – A motion to move the approval of the agenda until after the Executive session was made by Trustee McClure, seconded by Trustee Sanchez. Roll Call – All in favor. Motion Carries

**EXECUTIVE SESSION- POLICE DEPT.**

A motion to go into Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of the City Council or any elected official; the appointment of any person to fill an office of the City Council or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; was made by Trustee Gonzales, and seconded by Trustee McClure. Roll Call – All in favor. Motion Carries.

A motion to adjourn out of Executive Session was made by Mayor Pro-Tem Beiriger, seconded by Trustee Barela. Roll Call –All in favor. Motion Carries.

AGENDA – A motion to approve the agenda was made by Trustee Gonzales, seconded by Trustee Lopez. Roll call – All in favor. Motion Carries.

**CITIZEN COMMENTS**

There were no comments.

**POLICE RECOGNITION OF TWO STUDENTS AND TWO OFFICERS** - Chief Fresquez recognized student Armando Ruybal and Aylya Garcia for helping a young boy while he was at lunch, the two students has

no formal life saving training but they were able to help. Saguache County also gave the students awards for the life saving effort. Chief Fresquez also recognizes LT. Guaderrama for his personal Sacrifice for a homeless family and helping them make sure they had dinner and food supplies, Sgt. Fresquez for helping a female from possible overdose from Fentanyl.

#### FINANCIALS

A motion to approve the Financials was made by Trustee Sanchez, seconded by Trustee Barela. Roll Call –Trustee McClure-n, for an entry that is being misrepresented in the cost of goods sold, it is concerning the refund from Mean and it is being represented, Trustee Barela-y, Trustee Gonzales-Y, Trustee Sanchez-y, Trustee Lopez-y, Mayor Gallegos-y, Mayor Pro-Tem Beiriger-y, Motion Carries.

#### PAYABLES

Trustee McClure questioned the payment for the Public Works truck was only taken out of the L&P and Gas, not all three utilities. It was budgeted out of the two accounts. A motion to approve the payables was made by Trustee Gonzales, seconded by Trustee Barela. Roll Call –Trustee McClure-n, Trustee Barela-y, Trustee Gonzales-y, Trustee Sanchez-y, Trustee Lopez-y, Mayor Gallegos-y, Mayor Pro-Tem Beiriger-y. Motion Carries.

#### MINUTES

A motion to approve the 09/10/24 was made by Trustee Sanchez, seconded by Trustee Lopez. Roll Call- All in favor. Motion Carries.

Trustee McClure asked about the attached notes. Rose then explained she would send them.

#### OLD BUSINESS

Criminal Codes – Attorney Trujillo explains that the codes would be in effect for 15 years. Attorney Trujillo said he is working with the Town's Judge. Trustee Sanchez asked if the past charges would disappear with the new codes (will they be included). Attorney Trujillo will give an update at each meeting.

Secondary Employment – A motion to approve the Secondary Employment Contract was made by Trustee McClure, seconded by Mayor Pro-Tem Beiriger. Roll Call –All in favor.

ED Position – Cole talked about the Position, there is one person that is interested that used to work for DOLA. Trustee McClure asked if the Ed Position would also be a Project Coordinator. Cole is just putting out fillers for this position until the Board decides which way to go. Cole will send a job description to the Board. Potential Salary may be fifty to sixty dollars. You may find grants that will also pay for being the Coordinator, and we should put this in the job description. Cole will bring the job description to the next meeting.

Shop with a Biker – Julie explained what she has done in the last year for the Town. San Luis Valley Bikers started 5 years ago picking 1 kid out of each county who was in need of gifts around Christmas. Now they have started a campaign called Shop with a Biker. They have now moved to 5 kids from each county.

They've stepped up and given the kid that was chosen \$100 to spend at Walmart. 5 kids for the valley were chosen. They take them on a shopping spree. They want to target 5-16 year kids. The Bikers noticed that they bought the necessities when they took them on the shopping spree. Julie is asking for a donation for a Christmas shopping spree. The Bikers would like to know they know how to separate it evenly. Even if there were no donations they would still help Center. Trustee Lopez asked what the board had donated last time. Trustee Barela said \$150. Trustee Lopez asked to double it. Trustee Barela asked to do \$500. Rose discussed that they need to look at our financials first and see how much is in donations because we have other things that will be coming up. A motion to approve the Shop With A Biker in the amount of \$300 was made by Trustee Lopez, seconded by Trustee Sanchez. Roll Call- All in favor. Motion Carries.

Mean Allocations – Trustee McClure said the expenditure was directly from L&P. It should go back to costs of goods sold in the L&P. The software upgrade should be expensed from all three utility funds. A motion to place the \$237,000 into costs of goods sold in the light and power fund. The cost of software to be split by all 3 utility funds on a yearly basis for five years was made by Trustee McClure, seconded by Trustee Sanchez. Roll Call- All in favor. Motion Carries

#### NEW BUSINESS

Establish a Utility Board – Trustee Sanchez wants to discuss the past utility board and the importance of having a utility board to discuss utilities and have an open session on a month-to-month basis, We've had one in the past Trustee Sanchez explains. Trustee McClure explains what the utility board in the past would discuss. Trustee McClure was thinking of doing a public board or should it be the town board?

Mitch Garcia – Utilities – Mr. Garcia did not come to the meeting.

On Call Vehicles – Trustee McClure explained that the gas bill is outrageous. Trustee McClure asked why the guys take their work vehicles home. Vehicles should be back and forth. Trustee McClure feels that they are wasting the utilities people's money, not our money. It's wants vs. needs. It was for information to use during budget time for the Department Heads.

Live Stream Meetings – Town Manager Cole said the Center Schools will donate an iPad. The same way the town board meetings were during COVID-19. This will be how we livestream in the future. There will be more discussion at the next meeting, with more information.

#### CALENDAR ITEMS

#### ITEMS FOR NEXT MEETING

Judge Zollars  
Criminal Codes  
ED Position  
Utility Board -establishment  
Livestream

**ADJOURNMENT**

A motion to adjourn the meeting was made by Trustee Barela, and seconded by Trustee Gonzales. Roll Call –All in favor. Motion Carries.

Submitted by,

Alexis Varela  
Utility/Court Clerk

Daniel Gallegos  
Mayor

Dear Town of Center Board Members,

I hope this message finds you well. My name is Alexis Varela, and I'm reaching out to request the Town of Center's sponsorship for my adult league basketball team. As a member of this community, I'm proud to share that four out of my six teammates are residents of Center, Colorado, and alumni of the Center Viking Women's Basketball team. It would mean a great deal to us if the Town of Center could support our team by covering the league fee of \$300. In return for your generous sponsorship, we would proudly display the Town Hall logo on our team's sleeve, ensuring your support is visible throughout the season. Thank you for considering our request. Your support would not only assist us in covering our team fees but also foster a sense of community pride and connection. Please let me know if you have any questions or need further information.

Sincerely, Alexis Varela

**STOP SIGNS**

**4<sup>TH</sup> AND FULLENWIDER**

**2<sup>ND</sup> AND HURT**

**7<sup>TH</sup> AND MILES FACING SOUTH/NORTH**

**3<sup>RD</sup> AND FULLENWIDER**

**ADD**

**3<sup>RD</sup> ST AND JONES**