

### Town Board Agenda Regular Meeting June 25, 2024 5:30 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"

#### Workshop - 5:30 p.m.

Financial Workshop

#### MEETING CALLED TO ORDER UPON COMPLETION OF PUBLIC HEARING, ROLL CALL AND PLEDGE ALLEGIANCE

- 1. APPROVAL OF AGENDA
- 2. CITIZEN COMMENTS

Please limit your comments to 5 minutes, any comments that need further action will be forwarded to the correct Department.

- 3. FINANCIALS
- 4. PAYABLES
- 5. KEITH BROCKHURST APPRECIATION
- 6. OLD BUSINESS
  - A. VENDOR FORM
- 7. NEW BUSINESS
  - A. VARIANCE REQUEST
    - 1. 160 N. BROADWAY TORRES
    - 2. 670 W. 1<sup>ST</sup> ST. SANCHEZ
  - B. ED TRANSFER AMENDMENT
  - C. K9 RESERVE FUND
  - D. FULLENWIDER BRIDGE INSPECTION
  - E. TOWN MANAGER EMPLOYMENT CONTRACT
  - F. IGA ADDENDUM
  - G. MITCH GARCIA CHURCH EVENT
- 8. CALENDAR ITEMS

A.

- 9. ITEMS FOR NEXT MEETING
- 10. EXECUTIVE SESSION JOB DESCRIPTIONS MERIT REVIEW
- 11. 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;
- 12. ADJOURNMENT

Posted on June 21, 2024

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

## **Vendor Form**

#### **Summary of Agenda Item**

At the last meeting, we brought up making amendments to our form for the vendor permit. Please review this draft revised form and be prepared to suggest changes and/or motion for approval.



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

Approved [ ]
Denied [ ]

### **VENDOR PERMIT / APPLICATION**

**Type:** Daily | Weekly | Monthly

For Official Use Only: (to be filled out by Town of Center staff ONLY)	
Permit No. Issued Date Issued: Expiration Date:	
CERTIFICATION:	
Total Fee Amount (with background check fee) Paid: Yes No (Required for issue	nce)
Town of Center Representative Signature Printed Name of Representative Da	ite
ALL APPROVED VENDOR PERMITS MUST BE POSTED	
WHERE THE PUBLIC CAN SEE DURING OPERATIONS	
APPLICATION INFORMATION (TO BE COMPLETED BY APPLICANT)	
Applicant Information	
Applicant Name: Business Name:	_
Home Address:	
Mailing Address:	
Phone Number: Email:	
Business Information	
Description of Business and Goods to be Sold:	
Location(s) of Service (within the Town of Center):	
Desired length of time to do business:	
Daily (\$10), Weekly/Weekend (\$20), Monthly* (\$30)	

(\*Note: Vendors seeking more than one (1) month should request a business license application)

<b>Business Information (continued)</b>		
Colorado Sales Tax License No.*:		_
(*This vendor's license is voided if the sales	tax license and filings are not current)	
Background Information		
Driver's License No.	State	
Have you ever been convicted of a crime?	Yes No	
If yes, please give a description of the offense	e and conviction	
Applicant Certification  I declare under penalties of perjury that this a that I will operate my business in accordance understand than any false statements made ab	application is true and correct to the best with <u>all</u> Federal, State, and town laws a	and regulations. I further
Signature of Applicant	Date	
Background Check Fee required with Applica	ation	\$10
For Official Use Only (to be filled out by To Result of Background Check:		

## **ED Fund Transfer Amendment**

#### **Summary of Agenda Item**

The staff would like to recommend the board make a motion to amend the motion from April 23rd's board meeting to transfer \$300k from the ED Fund at 1<sup>st</sup> Southwest to Colorado Trust into transferring \$250k due to a reduced ED Fund balance. We have already transferred this \$250k. Additionally, this was already informally approved by several board members via email. However, since it was an official board motion to transfer the initial \$300k, we'd like to get an official board motion amending this.

It should be a short and simple agenda item! However, please let me know if you'd like more information.

Thank you,

Keith B.

## **K9 Reserve Fund**

#### **Summary of Agenda Item**

A simple item, the staff would like to confirm with the board that the K9 Reserve Fund can be used for K9 operating expenses. While the Town has received this confirmation in other forums, having it in public Town Board meeting will clear up any uncertainties.

## **TOWN MANAGER EMPLOYMENT CONTRACT**

#### **Summary of Agenda Item**

Please review and consider approval of the drafted employment contract for Cole Webb.

#### EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made and entered into this 25 day of June 2024, by and between the Town of Center, Colorado, a Statutory Town, hereinafter called ("Employer"), and Cole Webb, hereinafter called ("Employee").

**WHEREAS** Employer desires to employ Cole Webb as Town Manager of the Town of Center, Colorado; and,

**WHEREAS** it is the desire of the Town Trustees of the Town of Center, Colorado, to secure and retain the services of the Employee, to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Employee; and,

WHEREAS it is the desire of the Employer to secure and retain the services of the Employee and to provide a positive work environment that will promote and sustain the Employee's integrity, while serving the Town, in an honest and ethical manner as an inducement to remain in such employment; to act as a detriment against malfeasance and dishonesty for personal gain on the part of the Employee; and to provide a just means for terminating Employee's services at such time as he may be unable to discharge his duties; and,

**WHEREAS** Employee desires to be employed as the Town Manager of the Town of Center, Colorado.

**NOW THEREFORE IN CONSIDERATION** of the mutual promises contained herein, the parties agree as follows:

- 1. <u>Duties.</u> Employer hereby agrees to employ Employee as Town Manager to perform the functions and duties specified in the Ordinances of the Town of Center, Colorado, and the Statutes of the State of Colorado, and to perform other legally permissible and proper duties and functions as the Town Trustees may state, from time to time, a partial list of which are attached hereto as Exhibit "A".
- 2. <u>Term.</u> The term of employment shall begin as of the date of execution of this document and shall extend through <u>June 17, 2025</u>, and then shall thereafter be subject to yearly renewal upon the mutual agreement of the parties hereto and upon the same or such additional terms as the parties, in writing, may agree. Employment under this Agreement shall be considered.
  - "employment at will". The term "employment" shall not prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with employer. Employee may resign his position upon giving written notice to the Town Trustees at least thirty (30) days prior to the effective date of his resignation. In the event the Town Trustees terminate the Town Manager's employment, or he resigns his position, he will be entitled to receive any accrued pay and benefits. If the Town Trustees terminate the employee for reasons other than malfeasance or criminal conduct, he will be vested with one months' salary as severance pay.

- 3. <u>Salary</u>. Employer agrees to pay Employee, for services rendered, an annual base salary of \$70,000.00, payable in installments at the same time as other employees of the Employer are paid. The Employee is tentatively entitled to a raise to \$80,000 annual base salary upon the successful completion of a sixmonth probationary period and the approval of Town Trustees. Additionally, Employer agrees to consider increases in base salary and/or other benefits for the Town Manager, on the basis of annual performance reviews of the Town Trustees. Normal withholding of FICA, medical, federal, and state taxes shall be deducted from employee's gross salary by employer.
- 4. **Residency.** It is mutually understood and agreed that Employee will make best efforts to reside within the Town of Center, Colorado during this term of employment.
- 5. <u>Hours of Work.</u> It is recognized that the Town Manager must devote a considerable amount of time outside normal office hours, in excess, of forty (40) hours per week, to complete all Town business. Employee shall not be eligible for overtime pay nor compensatory pay but is expected to perform necessary work. Employee shall not engage in any non-Town connected business activities without the express prior written approval of the Town Trustees.
- 6. <u>Vacation, Sick and Leave Time</u>. Employer will provide Employee with vacation, sick, and leave benefits as prescribed by the Attendance and Leave provisions of the Town of Center Personnel Rules and Regulations Manual and as the same may be from time to time amended. Accrued leave shall be compensated in accordance with the said regulations.
- 7. <u>Health Insurance.</u> Employer will provide employee with health insurance coverage (Dental, Vision, and Life Insurance) as prescribed by the Town's benefits that are applied to Town employees and at the same percentage of said premiums and with the same benefits.
- 8. **Retirement and other Insurance Benefits.** Employer agrees to execute all necessary documents for Employee's participation in the Town's retirement plan at the same rate as other Town employees and to pay for any life, accident, and disability benefits upon the same basis as other Town employees.
- 9. <u>Dues and Subscriptions</u>. Employer agrees to budget and pay for professional dues and subscriptions of Employee, which the Employer deems necessary for his contribution in full participation in such state, and local associations which may be necessary and desirable for Employee's continued professional participation, education, growth, network, and advancement with the Town of Center. Such dues and subscriptions shall be subject to review and approval by Employer.

- 10. <u>Professional Development and Conferences</u>. Employee shall be subject to the same per diem allowance, hotel accommodation, and mileage rates as other Town employees. Conferences, seminars, and meetings shall be subject to the annual budget and approval by the Town Trustees.
- 11. <u>Automobile.</u> Employee will utilize his own vehicle for Town business purposes within the confines of the geographical area of the San Luis Valley. As to "Town" trips outside said area, employee may utilize the Town auto vehicle, if available and not being utilized by other Town staff. If it becomes necessary for Employee to utilize his personal vehicle for Town business outside said area, he will be reimbursed at prevailing IRS rates for travel.
- 12. <u>Civic Club Memberships</u>. If the Town mandates that Employee join any local civic clubs or other organizations, then the Town shall pay the dues and expenses of such membership.
- 13. <u>Liability Insurance</u>. As an Employee of the Town of Center, the Employee shall be subject to the same laws, rules, and regulations concerning liability as other Town employees. As such, the Town shall cover the Employee under its CIRSA policy to the same extent and with the same benefits as other employees.
- 14. **Bonding**. To the extent that the Town shall determine that Employee shall be bonded, the Employer shall bear the full cost of any fidelity or other such bonds.
- 15. No Reduction in Salary. Employer shall not, during any term of this Employment Agreement, reduce the salary or insurance benefits of Employee except that such reduction is across the board reduction of all employees of the Town.
- 16. Performance Evaluation. The Town Trustees shall conduct a performance evaluation with the Town Manager at least once each year. Employer and Employee shall meet annually and confer to set goals and performance measures for the Employee. The evaluation shall be on the basis of mutually agreed performance indicator and standards that reflect the specific job duties of the position. The purpose of the evaluation shall be:
  - a. To determine goals for the next twelve months;
  - b. To review the performance of the Town Manager based on the previously agreed goals, job indicators and position descriptions;
  - c. To use as the basis for determining the compensation of the Town Manager for the succeeding year.

17. **Disability.** If the Town Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, any donated sick leave, and in accordance with the protections provided by the Town's FMLA policy, the Town shall have the option to terminate this Agreement, subject to the severance pay requirements of paragraph 2.

#### 18. General Provisions.

TOWN OF CENTED COLODADO

- a. The text herein shall constitute the entire Agreement between the parties.
- b. This Agreement shall become effective commencing on the date first above written.
- c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

TOWNING AND CED (EMPLOYEE)

TOWN OF CENTER, COLORADO	TOWN MANAGER (EMPLOTEE)
Archie Gallegos, Mayor	Cole Webb
ATTEST:	
Rose DeHerrera, Town Clerk	

#### **Exhibit A**

### **Town of Center Town Manager**

Job descriptions/specifications are only intended to present a descriptive summary of the range of duties, tasks, and responsibilities associated with a specified position. Therefore, descriptions/specifications may not include all duties performed by the individual. In addition, descriptions/specifications are intended to outline the minimum qualifications necessary for entry into the position/class and do not necessarily convey the qualifications of incumbents within the position/class.

#### **DEFINITION**

Actively support and uphold the Town of Center's mission and values. Under the general direction of the Town Trustees, manage, direct and supervise the daily activities and programs of the Town. Provide professional guidance, leadership and advice to the Town Trustees. Direct the daily activities and programs of the Town through the Town's departments. Develop and maintain quality customer service to citizens and promote consistency and transparency in the Town's actions. Administer all Town departments, except the Town Attorney and Town Judge. Serve at the pleasure of the Town Trustees.

#### ESSENTIAL JOB FUNCTIONS AND RESPONSIBILITIES

(Essential functions are those that the individual who holds the position must be able to perform unaided or with the assistance of reasonable accommodations.)

- 1. Plan, organize, coordinate, direct, review and manage the activities and programs of the Town.
  - Perform a wide variety of tasks to facilitate the administrative operations and best practices of the Town.
- 2. Supervises all staff through the department heads, except for the Town Attorney and Town Judge.
- 3. Budget planning, development, administration and strategic financial planning.
  - In concert with the Finance Director and department directors prepare the Town's annual budget; and oversee the administration of the annual budget and strategic financial planning.
  - Build expertise within the departments to facilitate administration of their departmental budgets.
- 4. Recommend, prepare and present ordinances, resolutions, code changes, contracts implementing best practices related to public administration of the Town.
- 5. Have the skills and ability to provide positive leadership and direction to the Town's departments.
- 6. With the Town Clerk, assures the preparation of the Town Trustees' meeting agenda, including agenda items and packet.
- 7. Oversees the development and dissemination of public information.
- 8. Responds to public inquiries, complaints and concerns in a tactful, timely and effective manner.
- 9. Implements ordinances and Town policies, rules and regulations and ensures statutory compliance.
- 10. Works with legal counsel on legal advice and issues for the Town.
- 11. Represents the Town of Center at meetings with federal, state, and other local government officials.

- 12. Attends a wide variety of professional and public meetings to represent the Town with positive and visible community involvement; and explains and interprets policies, procedures, and/or functions of departments at these meetings.
- 13. Maintains a positive, cooperative attitude, and displays professionalism, courtesy, expertise, discretion, and appropriate tact in all interactions with the Town Trustees, employees, and with the public.
- 14. Actively communicates the Trustees' directions, goals and mission, and assist on planning and implementing the work as needed, while supporting the Town's vision, mission and goals.
- 15. Regularly report to and advise the Town Trustees on pertinent issues, problems and opportunities.
- 16. Serve an active role (communication, coordination and cooperation) in the Town's community development processes; maintain positive working relationships with both the Town Staff and the development community.
- 17. Provide oversight on development proposals, projects, the creation of subdivision improvement agreements (SIA), and on project improvement plans, final maps, plans and other agreements.
- 18. Assure compliance with all Federal, State and Town laws, regulations and directives.
- 19. Recommend any special studies that may be directed by the Town Trustees and/or as may be needed by the Town to do projects, activities or programs.
  - Oversee such studies;
  - Deliver reports and recommendations to the Town Trustees for consideration and/or adoption.

#### **OTHER JOB FUNCTIONS**

- Participate in conferences with other government officials to arrive at solutions to mutual problems.
- Represent the Town on or before various outside Trustees, commissions, and civic groups on matters relating to administration of the Town as required.
- Participate as Town advisor on local committees when needed.
- Attend all Trustees meetings, and other Town meetings as required.
- Be dependable and meet acceptable attendance requirements at all times.
- Follow all applicable safety rules and regulations.

#### **SKILL AND KNOWLEDGE QUALIFICATIONS**

The degree of knowledge and ability as outlined under this section is that which is necessary to satisfactorily perform the essential functions of this position.

#### **Working Knowledge of:**

- Modern, advanced best-practices of public administration
- The workings, laws and regulations affecting the operation of local government
- Research methods and practices, sources and availability of information;
- Modern municipal public finance administration and practices;
- Fiscal and other laws specific to Colorado such as GASB, TABOR and as applicable
- Risk management and insurance issues

- Basic employment laws such as FLSA, ADA, HIPPA, COBRA, Worker's Compensation, Unemployment, and the Family Medical Leave Act; and
- Federal, state and local laws and ordinances regulating the Town's operations.
- General development principles, methodologies, and techniques in retail, commercial and/or residential development.
- Federal, state, and local laws, rules, regulations, standards, procedures and protocols related to the public administration functions.
- Infrastructure development and maintenance.

#### **Ability to:**

- Plan, organize, coordinate, assign, implement and evaluate the work of subordinate professional and technical employees.
- Solve problems through teamwork and team building.
- Train and develop staff, both professionally and personally, using teamwork, education, training, job rotation, on other techniques for building staff capacity.
- With the Finance Director, administer various contracts effectively, assuring compliance with all standards and provisions.
- Work effectively with and Town departments and establish and maintain effective working relationships with other employees, representatives of other governmental agencies, contractors, developers and the public.
- Communicate complex issues effectively, both orally and in writing.
- Analyze problems, identify alternative solutions, forecast consequences of proposed actions and implement recommendations.
- Work non-standard hours such as evenings, weekends and holidays as necessary.

## **IGA Addendum with Sanitation District**

#### **Summary of Agenda Item**

We are asking for a minor addendum to the IGA with the Sanitation District. The addendum is to change the cost the Sanitation District pays to the Town each month for the management of the sanitation infrastructure. This Addendum to the IGA reduces the cost the Sanitation pays to the Town each month from \$24,919.00\* to \$24,556.38.

\*Note that the actual IGA has an outdated figure from when it was first signed, however, the \$24,919 is what we have been paying most recently.

#### Why are we making this change?

Periodically, the costs for the Town to manage the sanitation infrastructure fluctuate. In this case, the reduction in what we receive is primarily a result of the reduction in what we receive for dispatch services. The sanitation district would previously pay us for a percentage of our dispatch services (with the understanding that we would assist with dispatching for sanitation infrastructure related emergencies). However, our costs for dispatch went way down when we moved to Saguache County services. Thus, the money we charge the sanitation district decreased proportionally. Also, some staff changes of more expensive staff from Center changed as staff left or retired. A percentage of their salaries were paid by this cost share from Sanitation. Thus, as we replaced these staff with cheaper, less experienced staff, we reduced the amount received by the Sanitation district.

However, this decrease was mitigated by salary increases for workers paid by Sanitation. Since these workers who get paid by Sanitation received an increase, the monthly share Sanitation pays us increases. Still, it didn't offset the decease, thus the actual cost breakdown will reduce by \$362.62 each month.

Lastly, I want to note that it will be back dated to take effect April 1<sup>st</sup> because that was when major salary increases for Sanitation workers took effect and precipitated this change seen in this addendum.

Thank you,

Keith B.

## ADDENDUM TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CENTER AND THE CENTER SANITATION DISTRICT

This Addendum ("Addendum") is made and entered into as of this 25 day of June, 2024, by and between the Town of Center, which is a Colorado Statutory Municipality, hereinafter referred to as "Town," and the Center Sanitation District, a Colorado Special District, hereinafter referred to as "District."

WHEREAS, the Town and the District entered into an Intergovernmental Agreement ("IGA") dated January 1<sup>st</sup>, 2022, which outlines the terms and conditions for various services provided by the Town to the District; and

WHEREAS, Section 9a of the IGA specifies the fee structure for services provided by the Town to the District; and

WHEREAS, the Town and the District have mutually agreed to amend the fee structure as specified in Section 9a of the IGA to reflect existing costs;

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

- 1. **Amendment to Section 9a**: Section 9a of the IGA is hereby amended to read as follows: "A fee in the amount of \$24,556.38 each month for the services to be provided under the terms of this agreement."
- 2. **Exhibit A**: The fee breakdown that constitutes the \$24,556.38 monthly fee is detailed in Exhibit A, which is attached to this Addendum and made a part hereof.
- 3. **Effective Date**: This Addendum shall be back dated to come effective as of the 1st day of April, 2024.
- 4. **No Other Amendments**: Except as specifically amended hereby, the IGA remains in full force and effect as originally executed and any prior amendments thereto.
- 5. **Counterparts**: This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first above written.

ATTEST:	TOWN OF CENTER					
By:	By:					
Cole Webb, Town Manager	Archie Gallegos, Mayor					
ATTEST:	CENTER SANITATION DISTRICT					
By:	By:					
J. J. Beiriger, Secretary	George Welsh, Chair					

#### INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is entered into this 1st day of January 2022 by and between the Center Sanitation District (hereinafter referred to as "District"), a Colorado Special District and the Town of Center, a Colorado Statutory Municipality (hereinafter referred to as "Town"). The effective date of this agreement is January 1, 2022

#### Recitals:

WHEREAS, the District is a Colorado Special District which has the need to perform certain management, billing, maintenance, sample collection and administrative activities for services rendered and to perform certain dispatch functions for its services; and

WHEREAS, the Town is a Colorado Statutory Municipality which has the ability to assist the District in providing management, administrative, billing, maintenance, sample collection, response and dispatch services; and

WHEREAS, the Town desires to provide certain services to the District and the District desires to have the Town provide those services; and

WHEREAS, both the Town and the District have the legal authority to enter into and be bound by Intergovernmental Agreements; and

WHEREFORE, the District and the Town enter into the following Intergovernmental Agreement:

- 1. The Town will provide the following management, operations, maintenance, testing and response services for the District as required. A Town representative will attend the District's Board of Directors meetings and be available to answer any questions concerning the services provided and planned work projects. This person is not authorized to speak for the Town. Questions as to planned work or projects and scheduling should be addressed to the Towns Public Works Director.
  - a.) Inspection of sewer treatment plant and all lift stations and provision of any required corrective actions on a daily basis.
  - b.) Collections of and analysis of water and effluent testing samples on a schedule to be established by the District and in accordance with applicable regulations.
  - c.) Transportation of the samples to the designated testing laboratory. If samples are to be transported by a vehicle other than the District's vehicle mileage shall be charged at the rate per mile set by the U.S. Department of Transportation.
  - d.) Respond to service calls and perform maintenance on sewer lines and treatment plant.
  - e.) Processing of work orders and required or mandated reports.
  - f.) Processing of Ag-Industrial billing calculations based on laboratory test results.
  - g.) Operate and maintain District's domestic wastewater treatment facility and assure compliance with applicable regulations and current District policy manual.
  - h.) Daily testing and recording of effluent and influent at the wastewater treatment plant.
- 2. The Town will at all times employ or contract at least one individual that has the required State certifications for the operation of the wastewater collection system and wastewater treatment plant operated by the District.
- 3. The Town will provide employees on a labor only cost basis for projects requiring services beyond those provided by item (1) above and/or requiring equipment not owned by the District. Such contract services shall be approved in writing in advance by the District Board, except in emergencies, when the District President shall be notified as soon as possible. Any Town equipment that needs to be used outside of item (1) above will be at a current rate of \$100.00 an hour. Any additional employee to assist in such projects shall be at a current rate of \$40.00 an hour.

- 4. The Town will provide billing services to customers of the District on the Towns regular scheduled billing cycle with rates set by the District. These services include all labor, materials and equipment to carry out the task.
- a. Any rate increases to the rate schedule must be given to the Town by the 20th of the Month prior to the next billing cycle.
- 5. The Town will provide dispatch services for the District as required for the District to provide services to its customers. These services include all labor, materials and equipment to carry out the task.
- 6. The Town will pay for SCADA monitoring of the WWTP lift station.
- 7. With a two (2) day notice, the Town will provide access to District billing records to the District's Board members and authorized representatives, during the Town's normal business hours.
- 8. The Town will make a payment to the District for payments that were received for District bills on a monthly basis and provide the District with an accounting of payments received. This amount will be the amount collected from the first to the last day of the month. I/e if the town billed out \$50,000 and only collected \$45,000 the town will pay the district \$45,000. The Town will electronically transfer the funds into the Districts account on the 10th day of each month, or the Friday before if the 10th falls on a weekend.
- a. The Sanitation Utility Deposits' account for the District shall be transferred to the Districts account and in the future the debits and credits will be handled by the Town.
- 9. The District Agrees to pay the Town, on or before the 10th of each month upon receipt of billing:
- a. A fee in the amount of \$12,150.13 each month for the services to be provided under the terms of this agreement.
- b. This monthly fee is subject to change per any charges that may have been accrued under sub paragraph (4) four above.
- 10. In the event that the Town should purchase or replace equipment to provide services under this agreement, the District will be consulted prior to the purchase of such equipment if the cost is in excess of \$5,000.00. In the event that the failed equipment leaves the collection system or treatment plant in a compromised situation, the Town will contact the District President and or Board Members immediately and no later than 24 hours of the plant being compromised to authorize purchases over \$5,000.00. The District President Shall respond to the Town immediately and no later than 24 hours. If the Town has not received correspondence within the listed time frame, the Town will purchase the necessary parts and equipment in order to get the collection system or treatment plant in a non-compromised situation and the District will be billed.
- 11. The District agrees to continue to cooperate with the Town in the above systems and procedures, providing a timely resolution to issues. (e.g. emergencies, mechanical, preventive maintenance and procurement.)
- 12. The Town will make a good faith effort to resolve, in a direct manner, any concerns relayed by the District in writing to the Town Manager concerning the services provided under this IGA.
- 13. The Town Manager will notify the District in writing, in a prompt manner, of serious problems with the provision of services which are creating difficulties in the Town Fulfilling its obligations to the District. The primary responsibility of the Wastewater Utility is to operate, maintain, and protect the system that collects, treats, and disposes of domestic and industrial sewage generated within its service area.
- 14. The District will notify the Town Manager in writing, in a prompt manner, of serious problems with the provision of services which are creating difficulties in the District fulfilling its obligations.

- 15. The District will provide the Town with a written assessment of the services being provided on at least a semi-annual basis
- 16. The District will provide their annual budget, on or before January 31 each year.
  - The following sub-paragraphs shall fall under the District Annual budget line items, other than capital improvements projects.

**Maintenance**- This item will include proper maintenance of District owned equipment and infrastructure. This item covers routine lift station repairs and cleaning, replacement of worn equipment, cleaning and maintaining the wastewater treatment plant, and replacement of worn auger/jetter equipment and proper tools that are required to fulfill primary responsibilities of a wastewater utility. The District shall provide a spending allowance not to exceed \$5,000.00 to the Town to purchase emergency services or parts in a timely basis. Any maintenance exceeding \$5,000.00 would require District approval.

The District shall be fiscally responsible for the purchase of all equipment, equipment repairs, supplies and all other charges that may come up in the capacity of the sanitation districts responsibilities.

Town equipment that is used in the capacity of the Sanitation will be billed out by the hour.

As indicated in paragraph 13 the response time for sanitation to get back with the Town for all aspects that require a decision from the fiscal agent shall be 24 hours.

**Training-** This item will include all first time collections and wastewater treatment testing, rooms and all costs associated with travel, (I/e meals, parking, taxis etc.) study guides, and any classes needed. This item will also include routine training classes and materials. Any cost to the Town shall increase the personnel cost that are passed onto the district in the monthly fee due to the Town.

**Safety-** This item will include a cost-share with the Town on safety items used for both water and wastewater collections that is shared by both water and wastewater utilities. (I/e glasses, boots, coveralls, hard hats.) Wastewater plant maintenance and safety equipment and requirements shall be the responsibility of the District. (I/e safety harnesses, air monitors, confined space equipment etc.) This item includes necessary annual safety classes. Any cost to the Town shall increase the personnel cost that are passed onto the district in the monthly fee due to the Town.

- 17. In the event that the District has provided written notice to the Town of problems with the Town's provision of the services under the terms of this IGA, and such problems are not resolved with ten (10) days of such notice, this IGA may be terminated by the District immediately, unless the District agrees to a different time frame for problem resolution.
- 18. In the event the Town has provided written notice to the District of problems with the District's provision of the services under the terms of this IGA, and such problems are not resolved within ten (10) days of such notice, this IGA may be terminated by the Town immediately, unless the Town agrees to a different time frame for problem resolution.
- 19. Either party may terminate this agreement upon sixty (60) days written notice to the other party.
- 20. The Town and District shall agree in writing on any increase in the cost of services provided under this Agreement and such increase would be effective at the start of the next budget year.
- 21. The Town will have 24-hour access to all building plans and as-built drawings to the wastewater plant and collection system. The Town will also make maintenance logs available to the District during

normal business hours. The town will need current building plans and blue prints of current wastewater system.

- 22. This agreement contains the entire terms of the agreement between the parties and may be modified by a subsequent agreement in writing, not less than 30 days or more than 60 days, signed by authorized representatives of the parties.
- 23. This agreement is for the term of two years (2) from January 1, 2022 to December 31, 2023 and will automatically renew for an additional one year (1) unless either party provides written notice to the other, at least sixty days (60) in advance of the expiration date.
- a. A monthly fee shall be adjusted annually for the upcoming year from January 1st through December 31st of each year.
- 24. The District will provide the Town with a current, accurate, and complete Policy Manual annually at the District's first meeting of each calendar year in order to properly implement the parts of this agreement which may require access to such policies.

By signing below, the parties affirm that they have the legal authority to enter into and execute this Intergovernmental agreement.

CENTER WASTEWATER AND SANITATION DISTRICT:

Mel	
By:	Date: 12-10-21
TOWN OF CENTER:	
Bv:	

#### Check Register - description Check Issue Dates: 6/9/2024 - 6/21/2024

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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	
17284 06/24	06/21/2024	17284	1045	CENTER TIRE STORE	3599A	1	01-561-587-30	.00	70.50	70.50	TIRE REPAIR
	otal 17284:							.00	,	70.50	
17285									-	<u> </u>	
06/24	06/21/2024	17285	1687	CIRSA	241319	1	01-552-545-10	.00	5,353.91	5,353.91	PROPERTY & CASUALTY COVERAGE
06/24	06/21/2024	17285		CIRSA	241319	2	10-552-545-10	.00	5,353.91	5,353.91	PROPERTY & CASUALTY COVERAGE
06/24	06/21/2024	17285	1687	CIRSA	241319	3	11-552-545-10	.00	5,353.91	5,353.91	PROPERTY & CASUALTY COVERAGE
06/24	06/21/2024	17285	1687	CIRSA	241319	4	12-552-545-10	.00	5,353.91	5,353.91	PROPERTY & CASUALTY COVERAGE
Te	otal 17285:							.00	9	21,415.64	
17286											
06/24	06/21/2024	17286	2280	CONLEY WASTE MANAGEMEN	060124	1	10-552-676-00	.00	114.00	114.00	L&P
Т	otal 17286:							.00	2	114.00	
17287											
06/24	06/21/2024	17287	2279	CONLEY WASTE MANAGEMEN	060124	1	01-561-624-50	.00	708.00	708.00	PARKS
To	otal 17287:							.00		708.00	
									B		
17288 06/24	06/21/2024	17288	1076	DANA KEPNER COMPANY INC.	1581498-00	1	12-552-675-00	.00	514.14	514.14	supplies
T	otal 17288:							.00		514.14	
17289											
06/24	06/21/2024	17289	2195	E-470 PUBLIC HIGHWAY AUTHO	2092603080	1	01-557-535-30	.00	6.25	6.25	EXPRESS TOLLS
T	otal 17289:							.00		6.25	
17290											
06/24	06/21/2024	17290	1373	FAMILY SUPPORT REGISTRY	062024	1	01-213-000-00	.00	248.30	248.30	FAMILY SUPPORT REGISTRY- 13993688

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
_	otal 17290:						80			270.22	
1	otal 17290:						39	.00		248.30	
17291											
06/24	06/21/2024	17291	2402	FRONT RANGE WINWATER	08321301	1	10-552-675-00	.00	2,945.99	2,945.99	SUPPLIES
Т	otal 17291:							.00		2,945.99	
17292											
06/24	06/21/2024	17292	1104	GOBINS INC	AR415050	1	01-552-542-30	.00	60.31	60.31	Equipment lease
06/24	06/21/2024	17292	1104	GOBINS INC	AR415050	2	10-552-542-30	.00	60.31	60.31	Equipment Lease
06/24	06/21/2024	17292	1104	GOBINS INC	AR415050	3	11-552-542-30	.00	60.31	60.31	Equipment Lease
06/24	06/21/2024	17292	1104	GOBINS INC	AR415050	4	12-552-542-30	.00	60.29	60.29	Equipment Lease
Т	otal 17292:						94	.00	· ·	241.22	
7293									2		
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	1	01-561-595-00	.00	119.99	119.99	WATER BOOTS
06/24	06/21/2024	17293	1817		060124	2	12-552-675-00	.00	19.95	19.95	WATER
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	3	12-552-675-00	.00	18.28	18.28	SUPPLIES- WATER
06/24	06/21/2024	17293	1817		060124	4	01-557-535-10	.00	19.48	19.48	POLICE - TRAINING SUPPLIES
06/24	06/21/2024	17293	1817		060124	5	01-557-579-10	.00	7.98	7.98	POLICE - TRAINING SUPPLIES
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	6	12-552-595-00	.00	29.99	29.99	SUPPLIES - WATER
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	7	11-552-675-00	.00	19.98	19.98	SUPPLIES- UTILITIES
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	8	01-561-940-00	.00	18.96	18.96	SUPPLIES-STREETS
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	9	01-561-624-50	.00	31.06	31.06	SUPPLIES-STREETS
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	10	11-552-675-00	.00	207.26	207.26	SUPPLIES- UTILITIES
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	11	01-557-594-10	.00	22.98	22.98	POLICE-FIREARMS AND AMMUNITION
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	12	12-552-675-00	.00	27.98	27.98	SUPPLIES - WATER
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	13	01-557-587-30	.00	59.00	59.00	POLICE - QUICKRETE
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	14	01-557-587-30	.00	12.98	12.98	POLICE - QUICKRETE
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	15	01-557-587-30	.00	30.96	30.96	POLICE - MAINTENANCE
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	16	01-557-587-30	.00	11.99	11.99	POLICE - MAINTENANCE
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	17	10-552-675-00	.00	6.49	6.49	SUPPLIES- UTILITIES
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	18	11-552-675-00	.00	7.99-	7.99-	SUPPLIES- UTILITIES
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	19	11-552-676-00	.00	15.96	15.96	SUPPLIES- UTILITIES
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	20	01-561-624-50	.00	9.48	9.48	CASA BLANCA BATHROOMS
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	21	01-561-940-00	.00	23.92	23.92	SUPPLIES-STREETS
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	22	01-561-624-50	.00	27.99	27.99	SUPPLIES-STREETS

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	23	01-561-624-50	.00	5.99	5.99	SUPPLIES-STREETS
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	24	01-561-940-00	.00	24.99	24.99	SUPPLIES-STREETS
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	25	10-552-595-00	.00	105.53	105.53	UNIFORMS- JAIME
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	26	01-557-587-50	.00	169.95	169.95	K9- DOG FOOD - SUPPLIES
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	27	01-561-624-50	.00	7.99	7.99	SUPPLIES - STREETS
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	28	12-552-676-00	.00	21.48	21.48	SUPPLIES - WATER
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	29	01-561-940-00	.00	162.98	162.98	SUPPLIES - STREETS
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	30	01-559-550-00	.00	7.99	7.99	SUPPLIES - BUILDING
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	31	01-561-940-00	.00	24.96	24.96	CASA BLANCA PARK FLAG POLES
06/24	06/21/2024	17293	1817	JOHN DEERE FINANCIAL	060124	32	01-561-624-50	.00	18.98	18.98	SUPPLIES - STREETS
Т	otal 17293:							.00		1,285.51	
17294											
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	1	01-552-542-10	.00	5.69	5.69	SUPPLIES
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	2	10-552-542-10	.00	5.69	5.69	SUPPLIES
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	3	11-552-542-10	.00	5.69	5.69	SUPPLIES
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	4	12-552-542-10	.00	5.69	5.69	SUPPLIES
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	5	01-552-540-00	.00	12.88	12.88	ELECTION EXPENSE
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	6	10-552-540-00	.00	12.90	12.90	ELECTION EXPENSE
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	7	11-552-540-00	.00	12.90	12.90	ELECTION EXPENSE
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	8	12-552-540-00	.00	12.90	12.90	ELECTION EXPENSE
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	9	01-561-940-00	.00	31.55	31.55	STREETS AND PARKS
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	10	01-557-596-00	.00	33.97	33.97	POLICE - PIZZA-MEETING
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	11	01-557-596-40	.00	57.05	57.05	k-9 COMMUNITY EVENT - BEA FUNDRAIS
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	12	10-552-542-10	.00	31.06	31.06	LIGHT AND POWER
06/24	06/21/2024	17294	2462	K&J THRIFTWAY	053124	13	01-557-596-00	.00	29.94	29.94	PD-ICE
т	otal 17294:							.00		257.91	
17295											
06/24	06/21/2024	17295	2276	MOBILE RECORD SHREDDERS	CO88154	1	01-552-542-10	.00	26.98	26.98	SHREDDING
06/24	06/21/2024	17295	2276	MOBILE RECORD SHREDDERS	CO88154	2	10-552-542-10	.00	26.98	26.98	SHREDDING
06/24	06/21/2024	17295	2276	MOBILE RECORD SHREDDERS	CO88154	3	11-552-542-10	.00	26.98	26.98	SHREDDING
06/24	06/21/2024	17295	2276	MOBILE RECORD SHREDDERS	CO88154	4	12-552-542-10	.00	26.97	26.97	SHREDDING
т	otal 17295:							.00		107.91	

					Oncor i	Joue Dates. Of	9/2024 - 6/21/2024				Jun 21, 2024 11:22AM
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
17296	00/04/0004	47000	2224	MONDS AGONIS DODTING TO							
06/24	06/21/2024	17296	3304	MONDRAGON'S PORTABLE TOI	2038	1	01-557-596-40	.00	280.00	280.00	COMMUNITY EVENT
Т	otal 17296:							.00	<u>-</u>	280.00	
17297											
06/24	06/21/2024	17297	2866	MUNICIPAL ENERGY AGENCY	305542	Ť	10-550-300-01	.00	75,424.72	75,424.72	PURCHASE ELECTRICITY
T	otal 17297:							.00	_	75,424.72	
17298				397							
06/24	06/21/2024	17298	1164	O&V PRINTING	63527	1	01-557-579-10	.00	681.40	681.40	SUMMONS
06/24	06/21/2024	17298	1164	O&V PRINTING	63528	1	01-558-555-00	.00	80.00	80.00	court sentencing
T	otal 17298:							.00	_	761.40	
17299											
06/24	06/21/2024	17299	2834	SAN LUIS VALLEY HEALTH OCC	00026191-00	1	01-552-551-00	.00	57.50	57.50	DRUG TESTS
06/24	06/21/2024	17299	2834	SAN LUIS VALLEY HEALTH OCC	00026191-00	2	10-552-551-00	.00	57.50	57.50	DRUG TESTS
06/24	06/21/2024	17299	2834	SAN LUIS VALLEY HEALTH OCC	00026191-00	3	11-552-551-00	.00	57.50	57.50	DRUG TESTS
06/24	06/21/2024	17299	2834	SAN LUIS VALLEY HEALTH OCC	00026191-00	4	12-552-551-00	.00	57.50	57.50	DRUG TESTS
T	otal 17299:							.00		230.00	
17300											
06/24	06/21/2024	17300	1205	SAN LUIS VALLEY REC	061524	1	01-561-544-00	.00	163.00	163.00	ELECTRICITY/CONSAUL
T	otal 17300:							.00	_	163.00	
17301				*							
	06/21/2024	17301	3164	SERGIO VALADEZ	74922	1	01-561-940-00	.00	6.57	6.57	REIMBURSEMENT - SUPPLIES
To	otal 17301:							.00	-	6.57	
17302									_		
	06/21/2024	17302	1703	SPARKLE CLEANERS	164	1	01-557-595-00	.00	25.00	25.00	ALTERATIONS
Te	otal 17302:							.00	i:-	25.00	
									-		

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount		
242000												
06/24	06/17/2024	242000	3080	RICHARD BARELA	061724	1	12-552-535-11	.00	137.50	137.50	PER DIEM	
06/24	06/17/2024	242000	3080	RICHARD BARELA	061724	2	11-552-535-11	.00	137.50	137.50	PER DIEM	
06/24	06/17/2024	242000	3080	RICHARD BARELA	061724	3	10-552-535-11	.00	137.50	137.50	PER DIEM	
06/24	06/17/2024	242000	3080	RICHARD BARELA	061724	. 4	01-552-535-10	.00	137.50	137.50	PER DIEM	
T	otal 242000:						19	.00	-	550.00		
630366												
06/24	06/21/2024	630366	1966	STAPLES BUSINESS CREDIT	1010689	1	01-552-542-10	.00	681.64	681.64	M OFFICE SUPPLIES	
06/24	06/21/2024	630366	1966	STAPLES BUSINESS CREDIT	1010689	2	10-552-542-10	.00	681.64	681.64	M OFFICE SUPPLIES	
06/24	06/21/2024	630366	1966	STAPLES BUSINESS CREDIT	1010689	3	11-552-542-10	.00	681.64	681.64	M OFFICE SUPPLIES	
06/24	06/21/2024	630366	1966	STAPLES BUSINESS CREDIT	1010689	4	12-552-542-10	.00	681.63	681.63	M OFFICE SUPPLIES	
T	otal 630366:							.00	-	2,726.55		
G	rand Totals:							.00	-	108,082.61		

#### Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof	
01-201-000-00	.00	9,578.54-	9,578.54-	
01-213-000-00	248.30	.00	248.30	
01-552-535-10	137.50	.00	137.50	
01-552-540-00	12.88	.00	12.88	
01-552-542-10	714.31	.00	714.31	
01-552-542-30	60.31	.00	60.31	
01-552-545-10	5,353.91	.00	5,353.91	
01-552-551-00	57.50	.00	57.50	
01-557-535-10	19.48	.00	19.48	
01-557-535-30	6.25	.00	6.25	
01-557-579-10	689.38	.00	689.38	
01-557-587-30	114.93	.00	114.93	
01-557-587-50	169.95	.00	169.95	
01-557-594-10	22.98	.00	22.98	
01-557-595-00	25.00	.00	25.00	

GL Accou	int	Debit	Credit	Proof
	01-557-596-00	63.91	.00	63.91
	01-557-596-40	337.05	.00	337.05
	01-558-555-00	80.00	.00	80.00
	01-559-550-00	7.99	.00	7.99
	01-561-544-00	163.00	.00	163.00
	01-561-587-30	70.50	.00	70.50
	01-561-595-00	119.99	.00	119.99
	01-561-624-50	809.49	.00	809.49
	01-561-940-00	293.93	.00	293.93
	10-201-000-00	.00	84,964.22-	84,964.22-
	10-550-300-01	75,424.72	.00	75,424.72
	10-552-535-11	137.50	.00	137.50
	10-552-540-00	12.90	.00	12.90
	10-552-542-10	745.37	.00	745.37
	10-552-542-30	60.31	.00	60.31
	10-552-545-10	5,353.91	.00	5,353.91
	10-552-551-00	57.50	.00	57.50
	10-552-595-00	105.53	.00	105.53
	10-552-675-00	2,952.48	.00	2,952.48
	10-552-676-00	114.00	.00	114.00
	11-201-000-00	7.99	6,579.63-	6,571.64-
	11-552-535-11	137.50	.00	137.50
	11-552-540-00	12.90	.00	12.90
	11-552-542-10	714.31	.00	714.31
	11-552-542-30	60.31	.00	60.31
	11-552-545-10	5,353.91	.00	5,353.91
	11-552-551-00	57.50	.00	57.50
	11-552-675-00	227.24	7.99-	219.25
	11-552-676-00	15.96	.00	15.96
	12-201-000-00	.00	6,968.21-	6,968.21-
	12-552-535-11	137.50	.00	137.50
	12-552-540-00	12.90	.00	12.90
	12-552-542-10	714.29	.00	714.29
	12-552-542-30	60.29	.00	60.29
	12-552-545-10	5,353.91	.00	5,353.91
	12-552-551-00	57.50	.00	57.50
	12-552-595-00	29.99	.00	29.99
	12-552-675-00	580.35	.00	580.35
	12-552-676-00	21.48	.00	21.48

Town of Center			Chec	Check Register - description k Issue Dates: 6/9/2024 - 6/21/2024	Page: Jun 21, 2024 11:22Al
GL Accoun	t Debit	Credit	Proof		
Grand Totals:	108,098.	59 108,098.59-	.00		
Dated:			_		
Mayor:			)		
City Council:			<del>-</del> , :		
			-		
-			<del>-</del>		
			-		
-			-		
City Recorder:			-		
Report Criteria:					

Report type: GL detail

Check.Type = {<>} "Adjustment"

Town of Center Check Register - TOC
Check Issue Dates: 6/9/2024 - 6/21/2024

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Report Criteria:

Report type: Summary
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Amount
06/24	06/21/2024	17284	CENTER TIRE STORE	70.50
06/24	06/21/2024	17285	CIRSA	21,415.64
06/24	06/21/2024	17286	CONLEY WASTE MANAGEMENT - L&P	114.00
06/24	06/21/2024	17287	CONLEY WASTE MANAGEMENT - PARKS	708.00
06/24	06/21/2024	17288	DANA KEPNER COMPANY INC.	514.14
06/24	06/21/2024	17289	E-470 PUBLIC HIGHWAY AUTHORITY	6.25
06/24	06/21/2024	17290	FAMILY SUPPORT REGISTRY	248.30
06/24	06/21/2024	17291	FRONT RANGE WINWATER	2,945.99
06/24	06/21/2024	17292	GOBINS INC	241.22
06/24	06/21/2024	17293	JOHN DEERE FINANCIAL	1,285.51
06/24	06/21/2024	17294	K&J THRIFTWAY	257.91
06/24	06/21/2024	17295	MOBILE RECORD SHREDDERS	107.91
06/24	06/21/2024	17296	MONDRAGON'S PORTABLE TOILETS	280.00
06/24	06/21/2024	17297	MUNICIPAL ENERGY AGENCY OF NEBRASKA	75,424.72
06/24	06/21/2024	17298	O&V PRINTING	761.40
06/24	06/21/2024	17299	SAN LUIS VALLEY HEALTH OCC MED	230.00
06/24	06/21/2024	17300	SAN LUIS VALLEY REC	163.00
06/24	06/21/2024	17301	SERGIO VALADEZ	6.57
06/24	06/21/2024	17302	SPARKLE CLEANERS	25.00
06/24	06/17/2024	242000	RICHARD BARELA	550.00
06/24	06/21/2024	630366	STAPLES BUSINESS CREDIT	2,726.55
Gran	d Totals:			108,082.61

#### Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof	
01-201-000-00	.00	9,578.54-	9,578.54	
01-213-000-00	248.30	.00	248.30	
01-552-535-10	137.50	.00	137.50	
01-552-540-00	12.88	.00	12.88	
01-552-542-10	714.31	.00	714.31	
01-552-542-30	60.31	.00	60.31	
01-552-545-10	5,353.91	.00	5,353.91	
01-552-551-00	57.50	.00	57.50	
01-557-535-10	19.48	.00	19.48	
01-557-535-30	6.25	.00	6.25	
01-557-579-10	689.38	.00	689.38	
01-557-587-30	114.93	.00	114.93	
01-557-587-50	169.95	.00	169.95	
01-557-594-10	22.98	.00	22.98	
01-557-595-00	25.00	.00	25.00	
01-557-596-00	63.91	.00	63.91	
01-557-596-40	337.05	.00	337.05	
01-558-555-00	80.00	.00	80.00	
01-559-550-00	7.99	.00	7.99	
01-561-544-00	163.00	.00	163.00	
01-561-587-30	70.50	.00	70.50	
01-561-595-00	119.99	.00	119.99	
01-561-624-50	809.49	.00	809.49	
01-561-940-00	293.93	.00	293.93	

Check Register - TOC Check Issue Dates: 6/9/2024 - 6/21/2024

400020 2220	Page.
Jun 21, 2024	11:22AM

Proof	Credit	Debit	GL Account	
84,964.22	84,964.22-	.00	10-201-000-00	
75,424.72	.00	75,424.72	10-550-300-01	
137.50	.00	137.50	10-552-535-11	
12.90	.00	12.90	10-552-540-00	
745.37	.00	745.37	10-552-542-10	
60.31	.00	60.31	10-552-542-30	
5,353.91	.00	5,353.91	10-552-545-10	
57.50	.00	57.50	10-552-551-00	
105.53	.00	105.53	10-552-595-00	
2,952.48	.00	2,952.48	10-552-675-00	
114.00	.00	114.00	10-552-676-00	
6,571.64	6,579.63-	7.99	11-201-000-00	
137.50	.00	137.50	11-552-535-11	
12.90	.00	12.90	11-552-540-00	
714.31	.00	714.31	11-552-542-10	
60.31	.00	60.31	11-552-542-30	
5,353.91	.00	5,353.91	11-552-545-10	
57.50	.00	57.50	11-552-551-00	
219.25	7.99-	227.24	11-552-675-00	
15.96	.00	15.96	11-552-676-00	
6,968.21	6,968.21-	.00	12-201-000-00	
137.50	.00	137.50	12-552-535-11	
12.90	.00	12.90	12-552-540-00	
714.29	.00	714.29	12-552-542-10	
60.29	.00	60.29	12-552-542-30	
5,353.91	.00	5,353.91	12-552-545-10	
57.50	.00	57.50	12-552-551-00	
29.99	.00	29.99	12-552-595-00	
580.35	.00	580.35	12-552-675-00	
21.48	.00	21.48	12-552-676-00	
.00	108,098.59-	108,098.59	Grand Totals:	

Dated:	60 TO 1 TO		
Mayor:			
City Council:			
	<u> </u>		 
City Recorder	:		

Page: 3 MASS:11 +202 ,12 nul	ock Register - TOC Oates: 6/9/2024 - 6/			Town of Center
	Proof	Credit	fidəQ	GL Account
				special procedures (SE)
				Report Criteria:  Report type: Summary  Check. Type = {<>} "Adjustment"





## The Power of





Andrew Barraza, California and National Ambassador for Gatekeepers USA,

Andrew's, has 23 years of experience working with people with disparities. He is a working professional and minister of the gospel of Jesus Christ. Mr. Barraza offers a plethora of experience in leadership development, training staff working with at-risk youth and equipping professionals, and working with marginalized communities.

He enjoys working with people, he has had the opportunity in his career to successfully serve children, adolescents, and young adults by providing problem solving techniques, counseling, intervention & prevention, and innovative strategies for individuals with behavioral challenges.

He has worked with a variety of organizations and founded the Youth Recovery Center in 2004 and has served as a life coach and has mentored at 9 different school campuses in communities such as Parlier, Kerman, Fresno, Corcoran, Selma as either a lead supervisor role, director, and or facilitator. Currently Mr. Barraza is employed at Reading and Beyond Fresno, and serves as California and National Ambassador for Gatekeepers USA, and administrative director and facilitator of the Youth Recovery Center and is expanding services as a consultant to cities such as Corcoran, Coalinga, and Visalia.

# MARK YOUR CALENDAR

'FIRE IN THE SAN LUIS VALLEY"
MIND ~ BODY ~ SPIRIT

July 25 - Youth Night
July 26, - Family Night
July 27 Community Prayer and
Celebration Day

Casa Blanca Park Center, Colorado



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

Approved [ ]
Denied [ ]

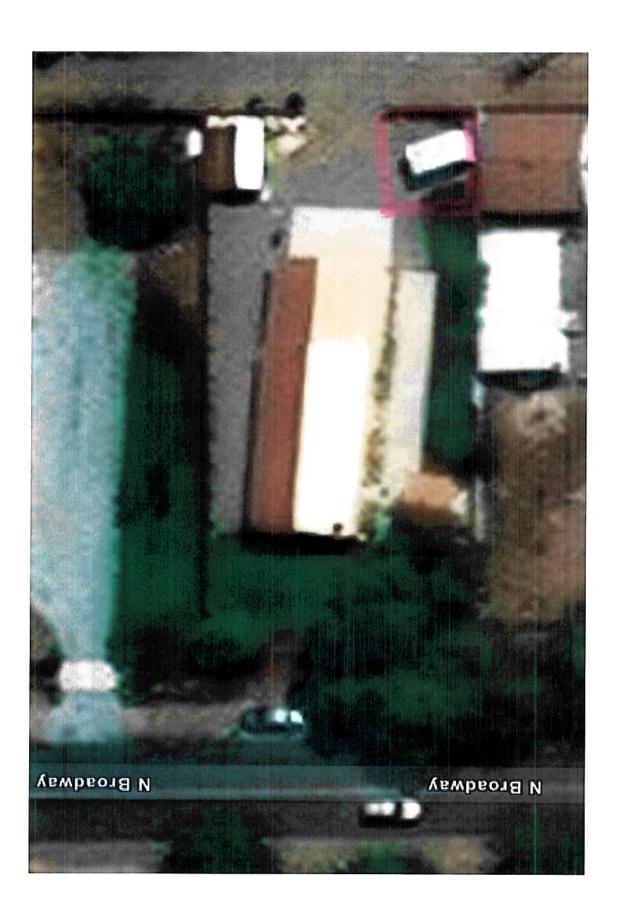
### **VARIANCE APPLICATION**

Application Fee: \$50.00

				•••••••
Staff ONLY Variance Application No.	Date Is	ssued:	Expiration Dat	te:
PROPERTY LEGAL DESCRI				
Lot(s):B	lock: Subdivision:	Road Stree	et	
PROPERTY OWNER INFOR	RMATION:			
Property Owner: Jon	athan Torles	2		
Address: 160 N B	cathan Torles	euter. State	e: Co	Zip: 81125
Phone Number: 0191849	3 999 Secondary Number	:().		
Email:				
PROJECT VARIANCE ADDR				
Project Address:	City/To	own:	. State:	Zip:
	Addition(S) [ ]. Mobile			
Other [ ] Comper	@ property	25 0000		
REASON FOR VARIANCE R	NO DESCRIPTION OF THE PROPERTY	weak floor		
Details of Variance Reques	st + Specifics: (Height, Length,	width, Floor Space)	1 -1 +	0-
Camper 181	feet would o	ute to Min	el hi k	morary
to the agricult	in workers.			· <u>0</u>
PE				
( <del>C. 10.</del>				
				·

#### THE FOLLOWING MUST BE ATTACHED: (\* If Help is needed please contact Code Enforcer)

- 1. A sketch Site plan drawing neatly on a sheet (NO smaller than 8 in. x 11 in.), showing the major details of the proposed use consisting of the following if applicable:
  - Location of the building(s) and structure(s);
  - Off-street parking area;
  - Off-street loading area:
  - Service and Refuse areas;
  - Means of Ingress or Egress;
  - Major Landscaping or Screening proposals;
  - Proposed Setbacks;
  - Pertinent Dimension.



#### PLANNING COMMISSION RECOMMENDATION

#### Recommend Variance Denial for 160 N Broadway

**Property Owner:** Rebecca Torres

Address: 160 N Broadway, Center, CO 81125

#### **Summary of Request:**

The property owner would like to rent out a camper trailer on her property during the harvest season. See the attached application.

#### Instance of code that is violated (summarized):

To summarize, the primary issue with our existing code is that the Town of Center does not allow mobile units such as campers to be occupied for more than 5 days. The request is to have it be a rental unit, meaning that it would be occupied for more than 5 days.

#### **Excerpt from Code:**

"Commercial vehicles, trucks one ton rating and up, excluding pickups, truck tractors, semi-trailers, or combinations exceeding 40 feet in length, camping units, and mobile homes shall not be parked or stored on any lot occupied by a dwelling or on any lot in any residential district, except in accordance with the following provisions:

(a) Camping units and vehicles shall not be stored in any required front or more than one side setback or on streets or alleys. A camping unit shall not be occupied more than five days in any one year while it is parked or stored in any area within the town, except in a mobile home park or a campground that is authorized under article V of this chapter.

(Ord. No. 320, § 4.16(exh.), 7-11-1995)

#### **Summary of Planning Commission Recommendation:**

The Center Planning Commission recommended that this variance request be denied at their meeting on June 17th, 2024.



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

Approved [	
Denied [ ]	

#### **VARIANCE APPLICATION**

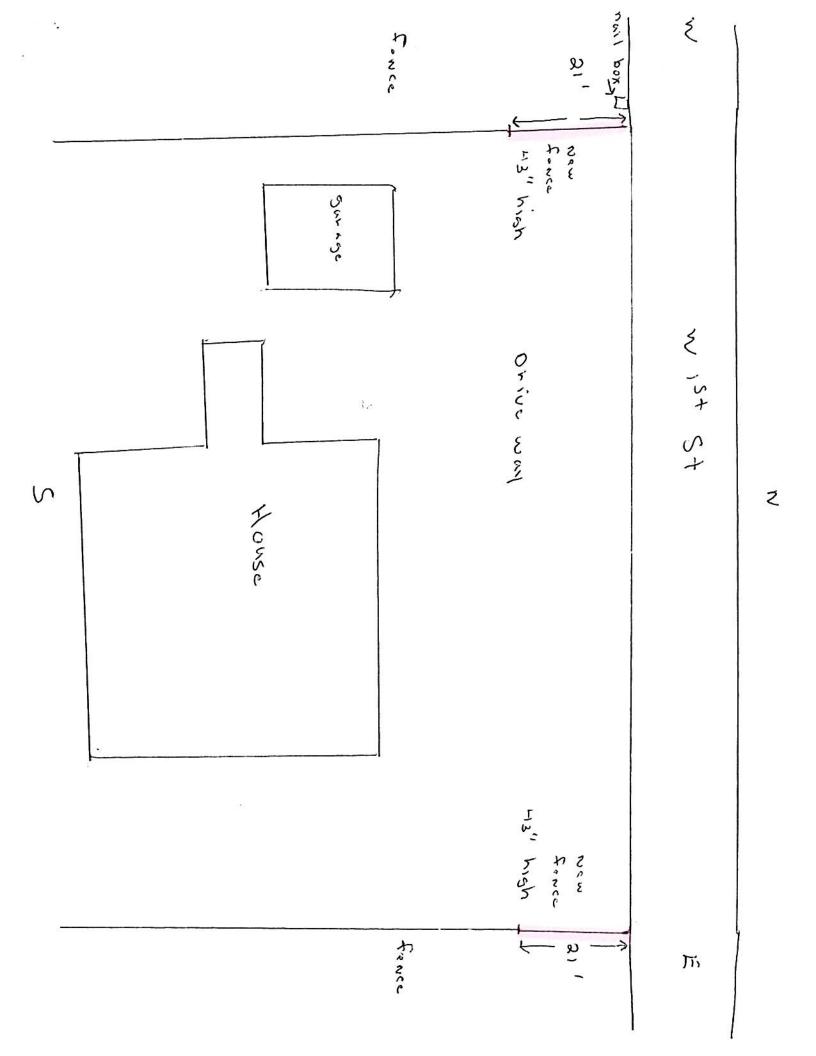
Application Fee:

Denied [ ]					\$50.00
Staff ONLY Variance Application	No.	Date	ssued:	. Expiration	Date:
PROPERTY LEGAL DE					
TO THE PROPERTY OF THE PROPERT		Subdivision:	R	oad Street	
PROPERTY OWNER II	NFORMATIO	N:			
Property Owner:					
Address: 670 W	1st ST	City/Town:	Center	. State: CO	Zip: 81125
Phone Number: ( 719) Email: judge.james0		Secondary Numbe om	r: ( )		
New Construction (	W 1st	FORMATION: City/T :ion(S) [ ]. Mobil		er . State: _	CO . Zip: 81125
Other [ ] add fend	e	**************************************			
REASON FOR VARIAN	ICE REQUES	Т:			
Details of Variance Re	equest + Spe	cifics: (Height, Length,	Width, Floor S	Space)	
I would like to add	d a small fen	ce on the east and wes	t side of my driv	ve way	
fence wi	11 be	43" hight			
No holes	11:00 L	be dug			
tence pos	10 NI	11 pc pomma	wed IN.		
- EUSH + 0	oteni	il and ea	sy 10	remove	
***************************************					
		***************************************			

### THE FOLLOWING MUST BE ATTACHED: (\* If Help is needed please contact Code Enforcer)

- 1. A sketch Site plan drawing neatly on a sheet (NO smaller than 8 in. x 11 in.), showing the major details of the proposed use consisting of the following if applicable:
  - Location of the building(s) and structure(s);
  - · Off-street parking area;
  - Off-street loading area:
  - · Service and Refuse areas;
  - Means of Ingress or Egress;
  - Major Landscaping or Screening proposals;
  - Proposed Setbacks;
  - Pertinent Dimension.

No Construction is to begin until the location has been inspected and you have in your possession a signed permit to be posted. The settings of any form will constitute the start of the construction.





## PLANNING COMMISSION RECOMMENDATION Recommend Variance Conditional Approval for 670 W. 1st St

**Property Owner:** James Sanchez

Address: 670 W. 1st St., Center, CO 81125

#### **Summary of Request:**

The property owner would like to put a semi-permanent fence between his property line and towards the street, within the right-of-way. See the attached application.

#### Instance of code that is violated (summarized):

To summarize, the primary issue with our existing code is that the Town of Center does not allow fences to be constructed in the town's right-of-way. The proposed fence extends into the right of way, thus the variance request is to be able to put it up as shown in the map.

#### **Excerpt from Code:**

(a) All fences or walls shall be erected so as to not encroach upon a neighboring property, **public right-of-way** or interfere with vehicular or pedestrian traffic or interfere with visibility on corner lots and or other structures or vehicles whether stationary or transitory, on public or private property.

(Ord. No. 571, 4-23-2024)

#### **Summary of Planning Commission Recommendation:**

The Center Planning Commission recommended that this variance request be approved with conditions at their meeting on June 17th, 2024. The primary condition was that the property owner sign a letter stating that the Town is not responsible for any damage that could occur from Town operations. Additionally, they would have to move it if it was required for Town needs (sidewalks, infrastructure installation, etc...). The fence must also be semi-permanent and very easy to move.