



**COLORADO CITY METROPOLITAN DISTRICT  
PUBLIC NOTICE  
BOARD OF DIRECTORS SPECIAL MEETING**

A Special Meeting of the Board of Directors of the Colorado City Metropolitan District will be held Wednesday August 18,2021.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF SILENT REFLECTION
4. QUORUM CHECK
5. APPROVAL OF AGENDA
6. AGENDA ITEMS

Review IGA with Pueblo County for addition of a Ballot Initiative for Tabor on the November Election

**Discussion/Action**

7. ADJOURNMENT.

The meeting will be held at the Administration Building located at 4497 Bent Brothers Blvd., Colorado City, CO. 81019. Alternate location if so needed will be at the Recreation Center located at 5000 Cuerno Verde Blvd., Colorado City, CO. 81019. The public is invited to attend.

Posted August 17, 2021  
Board of Directors

James Echer is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Special Meeting Aug 18 2021  
Time: Aug 18, 2021 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88999510304?pwd=ODdwYmZBZWYwQ0pTeGNTSmh5cTJjZz09>

Meeting ID: 889 9951 0304

Passcode: 831359

One tap mobile

+13462487799,,88999510304#,,,,\*831359# US (Houston)

+16699009128,,88999510304#,,,,\*831359# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 889 9951 0304

Passcode: 831359

Find your local number: <https://us02web.zoom.us/j/88999510304>

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of August, 2021, between Pueblo County, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and COLORADO CITY METROPOLITAN DISTRICT, hereinafter referred to as "District."

WITNESSETH:

WHEREAS, Colorado Constitution Article XIV, Section 18 (2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the District to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, the District has determined that it is in the best interests of the District to conduct its election, to be held on November 2, 2021, as a "coordinated election" and "mail ballot election" as such terms are defined in the Uniform Election Code (the "Code"), and pursuant to C.R.S. § 1-7-116, the Code requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election; and

WHEREAS, the Constitution of Colorado, Article X, Section 20, requires the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the District; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlapped ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the District desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the District have determined that it is in the best interests of the County, the District, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 2, 2021, upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the District in the conduct and finance of the November 2, 2021 election.

B. Coordinated Election Official and Other Election Personnel:

After ballot certification and through canvass, the District designates the County Clerk to act as the Coordinated Election Official for the conduct of the election for the District for all matters which require action by the Designated Election Official, except to the extent such action must be performed by the District Clerk or District's Board of Directors pursuant to Statement of Purposes requirements and except as otherwise provided in this Agreement.

The District designates James Eccher, whose email address is [colocitymanager@ghvalley.net](mailto:colocitymanager@ghvalley.net) as its "Contact Officer" who shall be the primary liaison between the District and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the District hereunder and who shall cooperate with the County Clerk in the conduct of the election.

C. Jurisdictional Limitation:

The Colorado City Metropolitan District encompasses only territory within Pueblo County. This Agreement shall be construed to apply only to Colorado City Metropolitan District territory within Pueblo County.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the District in connection with the conduct of the coordinated election to the extent required:

A. Combine the text of the TABOR Notice produced by the District, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the District and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the District shall be kept together as a group and in the order supplied by the District.

B. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the District. Nothing herein shall preclude the

County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the District if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".

- C. Mail the TABOR Notice Package, as required by the Uniform Election Code.
- D. Provide the final layout of the mail ballots and official ballots to the District in order to permit the District to review and proofread before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the District shall return the ballots following review and proofreading.
- E. Arrange for the printing and have printed, all mail ballots and official ballots.
- F. Mail to all active registered electors eligible to vote in the District's November 2, 2021 election, at the last mailing address appearing in the County Clerk's records, a mail ballot packet, as required by law.
- G. Appoint, train, pay and, as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the District election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the Voter Service and Polling Centers (VSPC) or Drop Off Locations.
- H. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.
- I. Perform all services necessary for mail ballots in the District's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC and Drop Off Locations, and publishing notice of the election as required by the Code.
- J. Oversee the performance of the election judges with respect to their posting duties required by law.
- L. Certify the results of the District's election within the time required under the Uniform Election Code and forthwith provide the District with a copy of all election statements and certificates which are to be created and provide District with election abstracts and official certifications in such number as the District may reasonably require.
- M. Preserve all election materials for at least twenty-five (25) months after the election.
- N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.

- O. Conduct a recount of any contest required, or if requested by an interested party.
- P. Keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the District including:
  - 1. Charging the District for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the District and that portion of building rental, both for set-up and VSPC and Drop Off Locations, and materials directly attributable to the District for the preparation and conduct of the election.
  - 2. Charging the District for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each VSPC.
  - 3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the coordinated election.
- Q. Conduct the random audit as required under C.R.S. § 1-7-514.
- R. Adhere to all applicable provisions of the Uniform Election Code which are necessary or appropriate to the performance of the above duties.

III. DUTIES OF THE DISTRICT:

In consideration of the foregoing, the District agrees to perform the following tasks and activities to the extent required:

- A. Provide the County Clerk all TABOR Notices concerning District ballot issues in the manner required by the Code on or before September 20, 2021, by 4:30 p.m. Such TABOR Notice shall include:
  - 1. The election date, hours, ballot title, text, and local election office address and telephone number.
  - 2. For proposed District tax or bonded debt increases, the estimated or actual total of District fiscal year spending for the current year and each of the past four (4) years and the overall percentage and dollar change.
  - 3. For the first full fiscal year of each proposed District tax increase, District estimates of the maximum dollar amount of each increase and of District fiscal year spending without the increase.
  - 4. For proposed District bonded debt, its principal amount and maximum annual and total District repayment cost and the principal balance of total current

District bonded debt and its maximum annual and remaining total District repayment cost.

5. Two (2) summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Contact Officer. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Contact Officer shall maintain and accurately summarize all other relevant written comments.
  6. Summarize written comments concerning ballot issues following receipt of such comments received from the Contact Officer and the public as necessary for use in the TABOR Notice.
  7. A completed TABOR Notice shall be provided to the County Clerk in camera-ready form. Regardless of the total number of pages, the submission to the County Clerk shall be on one side of each page. This submission, shall be in the form that shall be printed by the County Clerk and may not be changed by the District following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason), and shall be provided to the County Clerk no later than 4:30 p.m. September 20, 2021.
- B. Perform such acts as may be required by law or the District, including circulation, approval, review, and all other activities, relating to any matter that may concern the District. The Contact Officer shall interact with any District petition representatives, including but not limited to, working to ensure that the Contact Officer or Coordinated Election Official receives the summary of written comments for their petition within the time required by law.
- C. Certify the complete ballot content to the County Clerk, on or before September 3, 2021; review and proofread the final ballot, and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.
- D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.
- E. Pay to the County Clerk the District's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The District agrees to compensate the County Clerk on a prorated basis for costs not solely related to the District's election, and to pay full cost of materials and services solely related to the District's election.)

1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the District's election. The actual cost of labor includes the actual hourly wage and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of District.
  2. Actual costs for a complete alphabetical listing of electors, in electronic format.
  3. Actual costs for alphabetical listing by precinct.
  4. Actual costs for election preparation, set-up and tabulation and processing charge.
  5. Actual costs of building rental for set-up activities and service center polling place(s).
  6. Actual costs for election and mail ballot judges.
  7. Actual costs of preparation and publication of all notices required by the Election Code.
  8. Actual cost of preparing and printing the ballots.
  9. Actual costs for all mailings.
  10. Any other cost or expense shall be as mutually agreed to between the District and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.
- F. Within the applicable time frames, the District shall appoint two (2) members to serve on the Canvass Board.
- G. The District and its Contact Officer shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.

IV. TERM/TERMINATION:

This Agreement is intended to apply to the November 2, 2021, election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 28, 2022, provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.



V. OTHER:

A. CANCELLATION OF ELECTION BY THE DISTRICT:

In the event that the District, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The District shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the District's costs associated with the election, both before and after the County Clerk's receipt of such notice. The District shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation at all buildings of the District. The District shall not cancel the election after August 30, 2021.

- B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the District, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the District. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the District and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not effect the construction or interpretation of its provisions.

- C. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder  
Attn: Gilbert Ortiz  
Pueblo County Courthouse  
215 West 10<sup>th</sup> Street  
Pueblo, CO 81003  
719-583-6515

and

Colorado City Metropolitan District  
Attn: James Eccher  
P.O. Box 20229  
Colorado City, CO 81019  
719-676-3396

D. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners nor of the District shall impair the rights of the County Clerk or the District hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

E. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the District Statement of Purposes.

F. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

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

ATTEST:

PUEBLO COUNTY, COLORADO

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chair, Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST:

COLORADO CITY METROPOLITAN  
DISTRICT

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

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

Pueblo County Attorney's Office

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

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

Pueblo County Clerk and Recorder

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

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