

**INTERGOVERNMENTAL AGREEMENT
FOR 2016 MUNICIPAL ELECTION SERVICES**

This Intergovernmental Agreement for 2016 Municipal Election Services is entered into this 16th day of February, 2016 by and between the **Town of New Castle**, a Colorado home rule municipality by and through its Town Council (the “Town”), and the **Garfield County Clerk & Recorder** (the “Clerk”), collectively referred to as the “Parties”.

WHEREAS, the Town has requested the assistance of the Clerk for the Municipal Election to be held on April 5, 2016; and

WHEREAS, the Clerk is willing to assist the Town in certain aspects of the 2016 Municipal Election to support a smooth and efficient election process;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth below, the Parties agree as follows:

1. Term of Agreement. This Agreement applies to the April 5, 2016 Municipal Election and is effective from the date of execution to the conclusion of any appeal or contest of the April 5, 2016 Municipal Election.
2. The Clerk’s Duties. The Clerk agrees to:
 - a. Designate members of her staff to be the Election Staff to assist the Town in the 2016 Municipal Election and to provide the names of those individuals to the Town.
 - b. Use the ballot content provided by the Town to set-up the ballot design for the 2016 Municipal Election and send proofs to the Town by e-mail when completed.
 - c. Provide an extract to the Town’s designated printer so ballots compatible with the Hart Voting equipment will be printed for the Town’s mail ballot election by February 22, 2016.
 - d. Provide training to designated Town employees or designated election judges on how to prepare the ballots for processing through the eScans.
 - e. Provide two eScans (optical ballot scanners) for use in processing the voted ballots on April 5, 2016. A Clerk Election Staff member(s) will deliver the eScans to the Town and remain at that site until all the ballots are processed and tabulated. Clerk Election Staff will be responsible for the security of the eScans and bring the equipment back to the Clerk’s office in Glenwood Springs for secure storage, once tabulation is completed.

- f. Use the Servo/Tally software to tabulate the results of the election once all voted ballots have been processed through the eScans and to produce reports of the election results. If more than one municipality signs an IGA for assistance with that Town's April election, the Town will be able to print election results, the Town clerk will be able to print election results from the eScan and will then need to accompany the eScans back to the courthouse for the Mobile Ballot Boxes ("MBB"), also known as memory cards, to be uploaded into the Tally software for the printing or reports.
 - g. Send an invoice to the Town at the address specified in paragraph 7 within thirty (30) days after the election for staff time spent in setting up the ballot, conducting logic and accuracy testing, the ballot counting and tabulation process on election night, and mileage for staff members to and from the Town Hall on Election Day. If any race is close enough for a recount, the Clerk will additionally charge the Town for staff time needed to assist with the recount process.
3. The Town's Duties. The Town agrees to:
- a. Provide the Clerk with certified ballot content at the earliest possible date, but in any event no later than February 4, 2016.
 - b. Proof and return signed verification that the ballot proof is acceptable. The signed verification may be sent to the Clerk via e-mail to jalberico@garfield-county.com or by fax to the Clerk at 970-947-1078.
 - c. Timely provide to the Clerk Election Staff the name and contact information for the Town's designated printer.
 - d. Provide at least two staff members to assist with the logic and accuracy testing of the election equipment. This testing will be done at the Clerk's office in Glenwood Springs. Both Town and Clerk staffs will test marked ballots to ensure that all ballot marking choices are being tested, including hand tabulation of paper ballots and processing of all marked ballots through eScans to verify that the equipment is counting the ballots accurately.
 - e. Provide to the Clerk no later than close of business Friday, March 4, 2016 copies of CBI background checks on all Town staff and Election Judges who will be processing the voted ballots on Election Day. In the alternative, the Town may provide the Clerk with all of the information necessary to conduct any background checks that she requires. The Town agrees to pay all reasonable costs and expenses associated with such checks.

- f. Reimburse the Clerk for staff time spent in setting up the ballot, logic and accuracy testing, assisting with the ballot counting and tabulation process on election night, and mileage for staff members traveling to and from the Town on Election Day. If any race is close enough for a recount, the Town agrees to reimburse the Clerk for staff time needed to assist with the recount process.
- g. The Town Clerk will provide a flash drive so all reports for the election can be downloaded from the Servo/Tally laptop for printing.

4. Responsibility. The Town accepts sole responsibility for the accuracy and completeness of all information provided to the Clerk relating to the election, including responsibility for the final ballot language and the accuracy thereof. The Town further agrees to hold the Clerk harmless for any errors in the information provided or ballot language, including for failing to identify any such errors.

5. Integration. The Parties acknowledge that this Agreement constitutes the complete agreement and understanding between them relating to the conduct of this election and that no Party is relying upon any oral representations made by another Party or employee, agent or officer of the Party.

6. Amendments. This Agreement can be amended only in writing with signature of all Parties.

7. Notices. All notices and communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the Parties at their addresses below or any subsequent addresses provided to the other party in writing.

Notice to the Town:	Town of New Castle c/o Melody Harrison, Town Clerk P O Box 90 New Castle, CO 81647 Email: mharrison@newcastlecolorado.com
---------------------	--

Notice to Clerk:	Jean Alberico, County Clerk & Recorder 109 Eighth Street, Suite 200 Glenwood Springs, CO 81601 Email: jalberico@garfield-county.com
------------------	---

IN WITNESS WHEREOF, the Town and the Clerk have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

ATTEST:

Town of New Castle

Melody Harrison, CMC, Town Clerk

By: _____
Bob Gordon, Mayor

Dated: _____

Garfield County Clerk & Recorder

Jean Alberico, Clerk and Recorder



Town of New Castle **Planning and Code**
450 W. Main Street **Administration Department**
PO Box 90 **Phone:** (970) 984-2311
New Castle, CO 81647 **Fax:** (970) 984-2716

Memo

To: Mayor Bob Gordon & Town Councilors
From: Tim Cain
Date: February 11, 2016
RE: AB & SB Permit Fee Agreement

Mayor Gordon & Town Councilors:

On the consent agenda for council meeting on February 16, 2016 is the Agreement council authorized Town Attorney, David McConaughy to draft regarding deferment of building fees for the Castle Ridge PUD. There are two issues that are different than what was discussed at council meeting on February 2, 2016. They are:

- 1) The developer, Stanley Bartlomiejczuk, is obligated to repay the Town by October, 31, 2016 rather than payment required within 90 days of agreement approval and;
- 2) A Certificate of Occupancy (CO) for the 6th duplex unit will not be issued until repayment is processed by the Town rather than not allowing a CO on any unit prior to repayment.

The reasoning behind the change is because it will give the developer time to build the duplex units and sell them. Mr. Bartlomiejczu plans to apply for an excavation permit during the week of February 1, 2016. Currently the Building Official, Bruce Stolbach, is reviewing the building permit applications.

BUILDING PERMIT FEE AGREEMENT

This Building Permit Fee Agreement ("Agreement") is made and entered into as of this ____ day of January, 2016, by and between AB & SB CONSTRUCTION CORPORATION, INC., a Colorado corporation, ("Developer"), and the TOWN OF NEW CASTLE, COLORADO, a Colorado municipal corporation (the "Town").

RECITALS

WHEREAS, Developer is the owner and future developer of certain real property located within the Town as described more fully in Exhibit "A" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, in order to start developing the Property, Developer must obtain a building permit as set forth in Chapter 15.08 of the New Castle Municipal Code; and

WHEREAS, to allow Developer to begin developing the Property as soon as possible, Developer has requested that the Town credit the Developer with a certain portion of the building permit fees for a set amount of time to help defray the upfront costs of development; and

WHEREAS, Developer's request was considered and discussed at a duly-noticed public meeting held on January 19, 2016; and

WHEREAS, in order to promote economic growth, the Town has agreed to provide Developer with an initial credit, as described more fully herein, for the building permits necessary to develop the Property; and

WHEREAS, Developer and the Town desire to enter into this Agreement to memorialize the terms of the Town's extension of credit and to ensure that the Developer repays the credit in a timely fashion and with adequate security to the Town; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein as affirmative and material representations and acknowledgments of the parties.

2. Building Permit Credit. As of the date of this Agreement, Developer anticipates needing six (6) separate building permits to develop the Property. The cost of said permits is estimated to be \$99,961.56 ("Permit Fee"). Developer shall pay \$39,984.62 of the Permit Fee upon execution of this Agreement. The Town hereby agrees to extend to Developer a credit for the remaining \$59,976.64 of the Permit Fee, plus 4% interest thereon, for a total credit of \$62,375.71 ("Credit"). By signing this Agreement, Developer shall be indebted to the Town for the full amount of the Credit. The 4% interest is earned immediately regardless of the date of payment and is in addition to any default interest provided below.

3. Terms of Repayment. Developer shall have until October 31, 2016, to repay the Credit. Failure to repay the Credit, in full, within the time provided in this Paragraph shall constitute a default of this Agreement.

4. Security. As security for the Credit, the Town shall not issue the Certificate of Occupancy for the sixth building permit for the Property unless and until the Credit has been paid in full. Developer acknowledges that it is unlawful for anyone to occupy the Property without a validly-issued Certificate of Occupancy for the Property. As additional security, in the event Developer fails to pay the Credit as provided herein, the Town shall have the option, in its sole discretion, to record this Agreement in the real property records of Garfield County by filing this Agreement with the Garfield County Clerk and Recorder. Upon recording, this Agreement shall constitute a lien on the Property for the amount of the Credit unpaid as of the date of recording.

5. Breach by Developer; Town's Remedies. In the event of any default or breach by Developer of any term, condition, covenant, or obligation under this Agreement, the Town Council shall be notified immediately. As soon as practicable after an event of default, the Town shall send a "Written Notice of Default" to Developer, and Developer shall have five (5) business days from receipt of the written notice to cure the default. If Developer fails to cure the breach within the time allowed, the Town shall be entitled to exercise any and all of the rights and remedies provided for in this Agreement and the New Castle Municipal Code, and any other remedies available at law, to collect the Credit and enforce this Agreement. The Town may also take any other action it deems necessary to protect the public health, safety, and welfare and to protect the citizens of the Town from hardship. Upon an event of default, the total amounts due to the Town under this Agreement shall begin to accrue interest at 1.5% per month, compounded monthly, until paid in full.

6. Town Consultant Review Fees. Developer shall be responsible for reimbursing the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of this Agreement, including, without limitation, all of the Town's planning costs, legal fees, copy costs, recording costs, and all other expenses whatsoever.

7. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer and the Town.

8. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

9. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

10. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

12. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to give force and effect, as fully as possible, to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

13. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado. Any monetary obligations of the Town herein are subject to all requirements and limitations of the Colorado Constitution including but not limited to annual budgeting and appropriation procedures.

14. Attorneys' Fees; Survival. If this Agreement becomes the subject of litigation to resolve a claim of default in performance, to the extent permitted by law, the prevailing party shall be entitled to attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

15. Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

17. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective three (3) mail delivery days after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

Town of New Castle
P.O. Box 90
New Castle, CO 81647
FAX (970) 984-2312

With a copy to:

David H. McConaughy, Esq.
Garfield & Hecht, P.C.
420 Seventh Street, Suite 100

Subscribed before me this ____ day of _____, 2016, by STANISLAW
“STANLEY” BARTLOMIEJCZUK.

Witness my hand and official seal:

My commission expires:

Notary Public

EXHIBIT A

The Property that is the subject of this Building Permit Fee Agreement is fully described as follows:

Parcel One:

Section: 32; Township 5; Range 90; Castle Ridge PUD lot 11

Parcel Two:

Section: 32; Township 5; Range 90; Castle Ridge PUD lot 12

Parcel Three:

Section: 32; Township 5; Range 90; Castle Ridge PUD lot 13