

GUNNISON CITY COUNCIL AGENDA

THE MEETING WILL BE HELD IN THE CITY COUNCIL CHAMBERS OF CITY HALL
201 W. VIRGINIA AVENUE IN GUNNISON

**TUESDAY,
AUGUST 18, 2015**

WORK SESSION

7:00 P.M.

- 7:00 – 7:30 P.M. A. Visitor Center Funding Options Continued Discussion–Chamber Board Representatives and Director Tammy Scott
- 7:30 – 8:00 P.M. B. Building Design Standards – CD Director Steve Westbay
- 8:00 – 8:20 P.M. C. Draft Ordinance No. 11 – Easement Vacation Re: Salmon Rentals – CD Director Steve Westbay
- 8:20 – 8:35 P.M. D. Draft Ordinance No. 12 – Mid-Year Additional Appropriations – Finance Director Ben Cowan
- 8:35 – 8:50 P.M. E. City Council and Staff Reports and Items for Future Meetings

**TUESDAY,
AUGUST 18, 2015**

SPECIAL SESSION

**FOLLOWING
WORK SESSION**

The Special Session Meeting was called by Mayor Hagan, August 14, 2015.

- A. Action on Approval of IGA Between City and Gunnison County Clerk & Recorder; Re: City Participation in November 3, 2015; Coordinated Election
- B. Action on Approval of IGA Between City and Gunnison County Board of County Commissioners, Re: Election Costs for SB05-152 Ballot Initiative

This agenda is subject to change, including the addition or deletion of items at any time. **Times are approximate** and the agenda may proceed faster or slower than listed. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website www.cityofgunnison-co.gov No formal action can be taken at a Work Session. For further information, contact the City Clerk's office at 641-8140.

TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE ASKED TO CONTACT THE CITY CLERK AT 641-8140 AT LEAST 24 HRS. BEFORE THE MEETING.



August 13, 2018

City Council Members
City of Gunnison
Gunnison, CO 81230

Council Men and Women,

As the Chamber of Commerce Board President, I wanted to write you a short letter to be included in your packet to give you an idea of the direction we plan to head next Tuesday as we meet with you. I apologize for not having more “meat” in the packet, but some conversations in the last couple of days have caused us to reevaluate our proposal.

Per our conversation at the city council meeting approximately a month ago, we have been canvassing the town informing and asking for support of the 1% sales tax rebate piece. I will share the findings with you in more detail Tuesday evening. However, what has come out of those conversations has caused us to consider looking at an increase in the sales tax license fee, this approach may be more equitable and agreeable to the local businesses.

We have “uncovered” some additional data as to the businesses that hold city sales tax licenses that has greatly changed my perception on how we should proceed and I would assume, after a number of meetings that I have lined up later today and into tomorrow, the Chamber Board’s as well.

What you can expect from the Chamber of Commerce presentation on Tuesday evening is a recap of where we have been over the last month and then a brief explanation of where I believe makes sense to head from here.

Should you have any questions, please feel free to call or email me prior to Tuesday evening. As always, I very much appreciate all the time and effort you contribute to our community and I look forward to working with you on this project as well.

Most Sincerely

A handwritten signature in blue ink that reads 'Ryan Johnson'.

Ryan Johnson
Board President

Gunnison Country Chamber of Commerce
970-209-6495 • ryan@weekendwarrioroutdoors.com

MEMORANDUM

TO: City Council
FROM: Steve Westbay
DATE: August 18, 2015
RE: Commercial Building Design Standards Discussion

INTRODUCTION

The Council has directed staff to schedule a discussion of commercial building design standards, which will occur on August 18th. Retail development activity during the past 10 years has included five permits for new commercial construction and six for commercial building additions. Additionally, several policy and code revisions have been adopted during the past 10 years that address, to some degree, the provisions for commercial development. These provisions include the adoption of Large Scale Retail Development Standards, approval of the *Gunnison Rising Planned Unit Development (PUD) Standards*, and the update to the *Land Development Code*. A starting point in the discussion could be a discussion and understanding of the City's existing code provisions. This memorandum provides an overview of the existing standards established in the *City of Gunnison Land Development Code (LDC)* and the Gunnison Rising PUD.

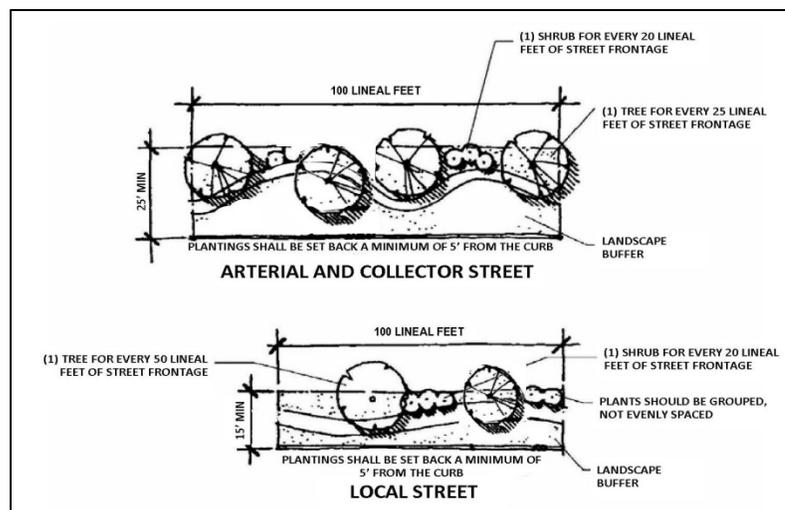
LDC STANDARDS

New commercial design standards could address a number of different development components including but not limited to architectural elements, landscaping, and parking and access functions. The *LDC* update contains standards for many site design factors, but it does not mandate architectural design standards.

LDC Section 4. General Development Standards (*LDC* Section 4) contains nearly all of the City standards that apply to development. Factors addressed in Section 4 of the *LDC* include transportation and site access; landscaping; buffers; exterior lighting to protect dark skies; a modern sign code; and screening standards for outdoor display and storage areas. All of these development related components are critical to address for any type of development. However, landscaping, buffering and screening may be the most important factors that promote quality development.

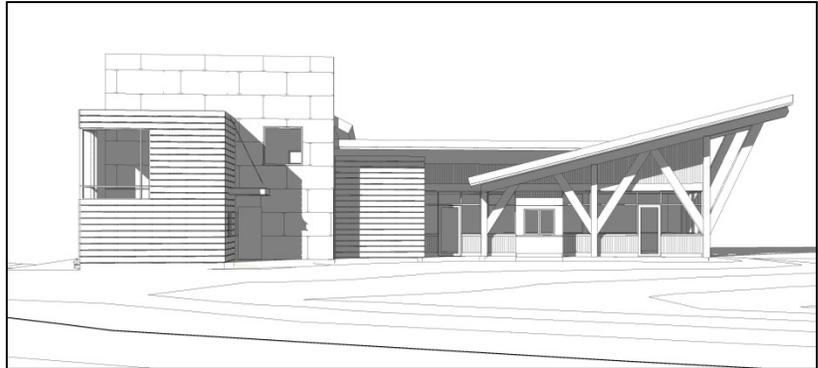
Landscaping Buffer and Screening. Good site design is partly predicated on the treatment of property edges and landscaping. Section 4.6 of the 2014 *LDC* contains the standards that address these factors. The buffer standards replaced the Highway Entrance Overlay zone district, which was adopted by the City in the late 1990's. The Highway Entrance Overlay zone was cumbersome to administer and ineffective in cases where lots are being redeveloped.

The Family Dollar store permitted prior the 2014 *LDC* adoption, exemplified some of the issues with the previous code and the entrance overlay zone standards. In fact, the entrance overlay zone did not apply to development in the Central Business District. The only landscape related mandate in the old code was a vague standard requiring landscaping for parking lots.



The 2014 *LDC* applies specific buffer standards for all streets frontages and their focus is to create appealing streetscape areas in the city. Generally, the buffer area is established from the street edge to the front yard setback. They have planting standards for trees and ground cover, but are also intended to be flexible so constraints associated with redevelopment can be appropriately addressed.

For example, the owner of the Sportsman's Liquor store proposed a major remodel and addition to the existing building located on the corner of Tomichi Avenue and 11th Street. Due to a combination of factors including the lot dimensions, existing building footprint, parking and other site factors, the 25' buffer standard made the proposed project impractical. Gary Hartman (Sunlit Architecture) and City staff conducted a pre-application meeting and reviewed potential site plan alternatives that could be applied to the project. Mr. Hartman submitted a proposed site plan alternative (see illustration) with a Buffer Waiver request, which was reviewed by the Planning and Zoning Commission.



Existing Retail Development Standards. In 2005 the City adopted the Large Scale Retail Development Standards which apply to retail development exceeding 50,000 square feet in size. These standards address a variety of design components to include building material types, wall plane articulation, roofline details, glazing and many other site design development standards. The existing *LDC* includes the identical provisions adopted in 2005. To date, there have been no development applications falling under the provision of the big-box codes.

GUNNISON RISING PUD

Gunnison Rising is referred to as a master planned community, meaning future development will occur in accordance with the PUD Development Standards and the Annexation Agreement. The PUD Development Standards contain general provisions for common development needs and specific design standards are established for each land use district. Commercial development contemplated in the PUD is regulated by architectural design standards. These Architectural Design Standards address a variety of topics to include façade and roofline factors that affect building mass, first floor façade requirements, material composition and other building related elements.

CONCLUSION

During the past 10 years the Community Development Department has strived to provide an efficient and personalize service commitment to businesses development. Previous to that time the community was very critical of the City's development review process. Please note that administering design standards is a technical exercise, and the approval process is best handled through a formal review by a planning department staff and oversight and approval provided by the Planning and Zoning Commission or other appointed board. Also note that design standards will add time and expense to the development review process.

MEMORANDUM

TO: City Council
FROM: Community Development Staff
DATE: August 18, 2015
RE: Utility Easement Vacation Request – Salmon Rentals, LLC.

Salmon Rentals, LLC, represented by Bill Nesbitt, has submitted an application to vacate two portions of a utility easement (north/south) that is within Tracts B and D of the Boundary Line Adjustment, Salmon Property. No utilities exist in the easements and future utility extensions are not contemplated by the Public Work Department and City Engineer.

The staff report and Planning and Zoning Commission recommendation is included in the Council packet along with a draft ordinance for your review. The Commission unanimously recommended approval of this vacation request.

STAFF REPORT
VACATION OF UTILITY EASEMENT
Salmon Rentals, LLC

TO: Planning and Zoning Commission
FROM: Community Development Staff
DATE: August 12, 2015
RE: Easement Vacation Application VF 15-1, Submitted by Salmon Rentals, LLC

PROCESS

The process for a vacation application is defined in the Subdivision Standards section of the *Land Development Code (LDC)* in Section 12.11. Vacation applications are subject to two public meetings. The first is a Public Hearing with the Planning and Zoning Commission, who shall make a recommendation to City Council to approve, approve with conditions, deny the application, or remand the application back to the applicant with instructions for modifications.

The second meeting is a public meeting (not a hearing) with City Council who shall consider the recommendation of the Planning and Zoning Committee. Council shall approve, approve with conditions, deny the application, or remand the application back to the applicant.

APPLICATION

The applicant is Salmon Rentals, LLC, Joe and Lori Salmon, represented by Bill Nesbitt of Nesbitt & Company. The request is to vacate portions of a north/south utility easement located with the applicant's property. The legal description of the property is Boundary Line Adjustment – Salmon Property, Tract B and D, Reception #631561 within West Gunnison Amended, City and County of Gunnison. The applicant's narrative states:

“...The Release of Easement request (see attached drawing) affects a North/South 25 foot wide power line easement, recorded at Book 437 at Page 394, that was historically dedicated for a power line that was not installed nor presently serving active utility lines. As per the attached plat as prepared by Pearson Surveying, the easement to be released is 25 feet wide (east to west) and 150 feet long (north to south) adjacent to the east boundary line between Tracts B and the west boundary line of Tract C. Also, a release is requested for the 25 foot wide (east to west) remainder tract by 76.80 feet; the longest north-south leg of the trapezoid-shaped Tract D.

This release will not detrimentally affect the City's utilities, now or in the future, in our opinion, as a new 20-foot wide (north to south) by 171.72 foot in length utility easement (east to west) has been created that will serve all Tracts A, B, C and D, which is shown on the new plat as prepared by Pearson Surveying.

Tract B will be able to utilize more of its land without the burden of a 25-foot wide utility easement, creating the opportunity to construct a larger commercial space on the site...

...It is our opinion that there will be no detrimental affect to our property and/or neighboring uses that would cause any negative impact to the life, safety, health and welfare of the community at large...”

**STAFF REPORT
VACATION OF UTILITY EASEMENT
Salmon Rentals, LLC**

SITE ASSESSMENT

The property is located in the Commercial zone district and is bordered by Tomichi Avenue on the north, Highway 50 on the east and New York Avenue on the south. The site consists of four tracts: the southern tract (D) has a structure that is a retail store (Sears) and tracts A through C are vacant.

The City does not have any utilities within the north/south utility easement proposed for vacation. A city power line is located within the Tomichi Avenue right-of-way adjacent to Tracts A through C and a 25 foot east/west utility easement is located on the northern boundary of Tracts B and C. Additionally, a 20 foot access and public utility easement is located adjacent to tracts A through D. The east/west easements are serving the needs of the four tracts making the north/south easement unnecessary.

CITY STAFF REVIEW

Police Chief: No issues.

Parks & Rec. Director: No issues.

Building Official: No issues.

Fire Marshall: No issues.

Public Works Director: No issues.

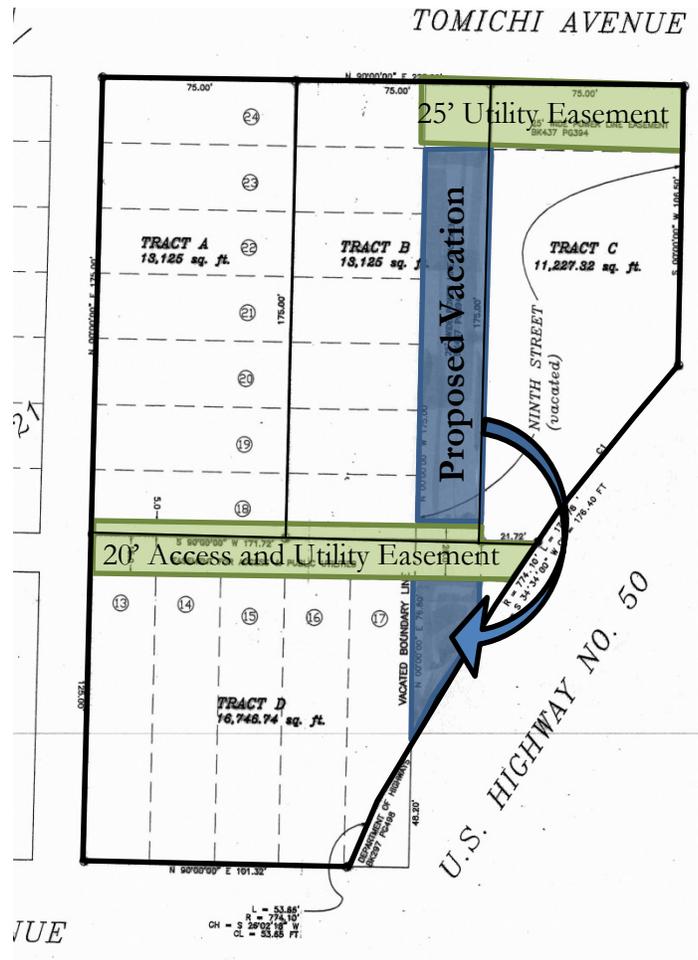
City Engineer: No issues.

Water & Sewer Superintendent: No issues.

Electric Superintendent: No issues, as long as Tract B will not be subdivided. Otherwise an easement will be needed to provide service to the Tract B lots.

STAFF OBSERVATIONS

1. The applicant is requesting to vacate a portion of a north/south power line easement within previously vacated 9th Street that is adjacent to Block 21, West Gunnison Amended.
2. The 25 foot power line easement was originally recorded in Gunnison County in 1962 and was amended as a utility easement in 1975 at Book 437, Page 394.
3. The City does not have any utilities located within the north/south utility easement nor are any utilities planned at this location in the future.
4. The site contains two east/west easements with the centralized 20 foot easement providing access and utility extensions for tracts A through D and the northern 25 foot utility easement adjacent to Tracts B and C.



STAFF REPORT
VACATION OF UTILITY EASEMENT
Salmon Rentals, LLC

5. Vacation of portions of the north/south 25 foot power line easement will allow for reasonable utilization of Tract B.
6. Further subdivision of Tract B is not allowed as it would create a nonconforming lot.

REVIEW STANDARDS

The *Land Development Code* Section 12.11 E. contains four specific standards that must be met in order for a vacation of a recorded plat, right-of-way or easement to be approved.

1. Access to a Public Road. No roadway shall be vacated so as to leave any adjoining land without a means of access to another public road. Furthermore, there shall be an express reason for and a derived benefit to the City for a vacated roadway request.

No Conflict: This vacation is for a utility easement and does not affect the access to a public road.

2. Easements. In granting a vacation, the City may reserve easements for the installation or maintenance of utilities, ditches and similar improvements.

No Conflict: The City does not have any utilities located in the north/south utility easement. A power line is located within the Tomichi Avenue right-of-way adjacent to Tracts A through C.

3. Master Plan. A subdivision plat, public right-of-way or dedicated easement may be vacated if the vacation would be consistent with or implements the applicable intent statements, specific directions and recommended actions of the Master Plan.

Possible Conflict:

Chapter 8, Transportation, Policy 1.12: Discourage the vacation of alley or street rights-of-way in an effort to integrate them into multi-use travel corridors.

Chapter 9, Utilities and Infrastructure, Goal: The City will efficiently deliver its public utilities and continue to be fiscally responsible in the construction of high-quality public infrastructure, making forward-looking decisions that maintain low operational, maintenance and energy costs.

The vacation of this utility easement is consistent with the intent of the *City's Master Plan*.

4. Transfers or Sales of Lots. A subdivision plat may be vacated if none of its lots has been sold or transferred; or if there have been sales or transfers there has been no development on any lots in the subdivision and all of the owners agree to the vacation of the plat.

Not Applicable. A subdivision plat is not being vacated.

ACTION

During the regular Planning and Zoning Commission meeting held on August 12, 2015, Commissioner Niemeyer moved, Commissioner Cave seconded, and the Commission voted to recommend APPROVAL to City Council of Vacation Application, VF 15-1 submitted by Salmon Rentals, LLC, to vacate portions of a north/south utility easement within Boundary Line Adjustment – Salmon Property, Tract B and D, Reception #631561 with the following findings of fact:

STAFF REPORT
VACATION OF UTILITY EASEMENT
Salmon Rentals, LLC

Findings of Fact:

1. The Planning and Zoning Commission finds that the record of this action includes the application contents, staff reports, applicable provisions of the *City of Gunnison Master Plan* and *Land Development Code*, and written and verbal testimony submitted during the public hearing held for this application.
2. The Planning and Zoning Commission finds that the applicant is requesting to vacate a portion of a north/south utility easement within previously vacated 9th Street that is adjacent to Block 21, West Gunnison Amended.
3. The Planning and Zoning Commission finds that the 25 foot utility easement was originally recorded in Gunnison County in 1962 (as a power line easement) and was amended as a utility easement in 1975 at Book 437, Page 394.
4. The Planning and Zoning Commission finds that the City does not have any utilities located within the north/south utility easement nor are any utilities planned at this location in the future.
5. The Planning and Zoning Commission finds that the site contains two east/west easements with a centralized 20 foot easement providing access and utility extensions for tracts A through D and the northern 25 foot utility easement adjacent to Tracts B and C.
6. The Planning and Zoning Commission finds that vacation of portions of the north/south 25 foot power line easement will allow for reasonable utilization of Tract B.
7. The Planning and Zoning Commission finds that the vacation of this easement will not be a detriment to the health, safety and welfare of the community.

**DRAFT
ORDINANCE NO.
SERIES 2015**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, VACATING A UTILITY EASEMENT WITHIN BOUNDARY LINE ADJUSTMENT – SALMON PROPERTY, TRACT B AND D, WEST GUNNISON AMENDED, RECEPTION #631561, CITY OF GUNNISON, STATE OF COLORADO.

WHEREAS, the applicant, Salmon Rentals, LLC., submitted an application on June 24, 2015, requesting the City of Gunnison to vacate a utility easement within Boundary Line Adjustment – Salmon Property, Tract B and D, Reception #631561 as described in Exhibit 1; and

WHEREAS, Section 12.11 of the *City of Gunnison Land Development Code* states that approval of a vacation of a recorded plat, right-of-way or easement may only occur if the application meets all the Review Standards for a Vacation; and

WHEREAS, the Planning and Zoning Commission of the City of Gunnison held a public hearing upon the proposed vacation on August 12, 2015, and made a recommendation to the City Council to approve the requested easement vacation; and

WHEREAS, the City Council of the City of Gunnison, Colorado, held a public meeting on the requested utility easement vacation on August 25, 2015;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, ORDAINS THAT:

Section 1. Findings of Fact. Based upon the application for an easement vacation, the supporting materials submitted therewith, and the evidence adduced at the public hearing conducted by the Planning and Zoning Commission of the City of Gunnison, the City Council hereby finds as follows:

- A. The applicant requests to vacate a portion of a 25 foot north/south utility easement within Boundary Line Adjustment – Salmon Property, Tract B and D, West Gunnison Amended, Reception #631561.
- B. The 25 foot utility easement was originally recorded in Gunnison County in 1962 (as a power line easement) and was amended as a utility easement in 1975 at Book 437, Page 394.
- C. Utilities are not located within the north/south utility easement nor are any utilities planned at this location in the future.
- D. The site contains two east/west easements with one a centralized 20 foot easement providing access and utility extensions for tracts A through D and the other a northern 25 foot utility easement adjacent to Tracts B and C.
- E. Vacation of portions of the north/south 25 foot power line easement will allow for reasonable utilization of Tract B.
- F. The vacation of the easement will not be a detriment to the health, safety and welfare of the community.

Section 2. Vacation. The easement which is vacated by this ordinance is located in a portion of Boundary Line Adjustment – Salmon Property, Tract B and D, West Gunnison Amended, Reception #631561, as described in Exhibit 1.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED, this ____th day of August, 2015, on first reading, and introduced, read, and adopted on second and final reading this ____ day of September, 2015.

Mayor

(SEAL)

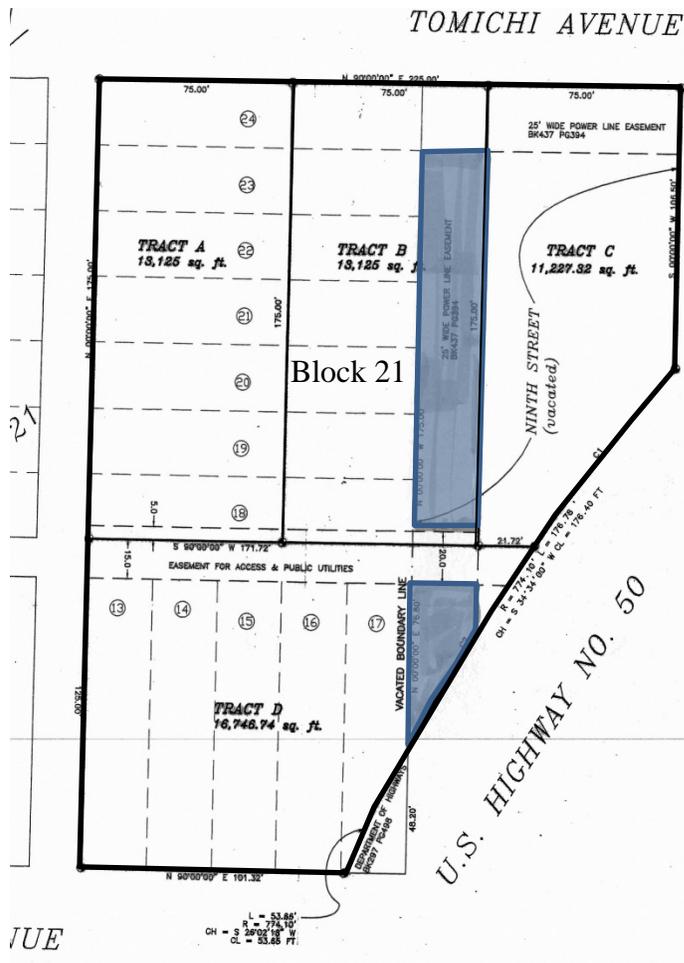
ATTEST:

City Clerk

Exhibit 1:

Description of vacated easements:

To be determined.





Memorandum

To: City Council
From: Ben Cowan
Date: 7/29/2015
Re: Mid-Year Additional Appropriations

The attached draft ordinance formally recognizes the budget amendments that Council has approved thus far in 2015. Each of the included amounts for budget amendments have been preliminarily approved during regular sessions. This ordinance gives the City the legal authority to spend the amounts listed. If you have questions or would like additional information, please don't hesitate to let me know.

**ORDINANCE NO. 12
SERIES 2015**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, ADOPTING AN ADDITIONAL APPROPRIATION FOR THE FISCAL YEAR ENDING DECEMBER 31, 2015.

WHEREAS, by Ordinance No. 16, Series 2014, appropriations for the year 2015 were made; and

WHEREAS, additional appropriations may be made by ordinance as authorized under Section 7.11 of the City of Gunnison’s Municipal Home Rule Charter; and

WHEREAS, since adoption of the 2015 Budget, receipt of additional revenues have been recognized and expenditures authorized therefrom; and

WHEREAS, transfers of appropriated funds from one department to another may be made by resolution or ordinance as authorized under Section 7.10 of the City of Gunnison’s Municipal Home Rule Charter.

WHEREAS, additional appropriations have been preliminarily approved as follows:

- a) Replacement of the street sweeper and bulldozer for \$24,500 in the General Fund – approved February 24, 2015.
- b) Purchase of a chlorine control system for \$10,600 in the Community Center/Pool Fund – approved March 24, 2015.
- c) Purchase of an energy monitoring system for \$10,500 in the Other Recreation Improvements Fund – approved March 24, 2015.
- d) Purchase of the Lazy K property for \$1,050,000 in the General Fund – approved April 28, 2015. As outlined in Ken Coleman’s April 23 memo, proposed funding is sourced from:
 - General Fund \$450,000
 - Other P&R \$450,000
 - Wastewater \$100,000
 - Water \$50,000
 - TOTAL \$1,050,000
- e) Rink compressor rebuild for \$10,500 in the Other Recreation Improvements Fund – approved May 26, 2015.
- f) Interfund Transfers Out included in 2015 Adopted Budget:
 - General Fund \$73,623
 - Conservation Trust \$14,750
 - Fleet Maintenance \$395,000

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, AS FOLLOWS:

Section 1. Appropriations. Section 2 of Ordinance No. 16, Series 2014, is amended to reflect the budgeting and appropriation of aggregate 2015 expenditures to the respective Funds as follows:

	Original	Additional	Interim
	Appropriations	Appropriation	2015 Budget
General Fund	8,175,214	1,148,120	9,323,334
Conservation Trust Fund	59,750	-	59,750
Ditch Fund	454,319	14,750	469,069
Firemen's Pension Fund	144,000	-	144,000
Enterprise Fund	10,374,946	631,600	11,006,546
Fleet Maintenance Fund	370,560	395,000	765,560
TOTAL	19,578,789	2,189,470	21,768,259

Section 2. Transfers.

- a) Transfer of \$4,000 for bond arbitrage compliance from the Finance Department to Capital Assets. – approved February 24, 2015.

Section 3. Amendment. This Ordinance shall constitute an amendment to the 2015 Budget adopted by Ordinance No. 16, Series 2014.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 25th day of August, 2015, on first reading, and introduced, read, and adopted on second and final reading this 8th day of September, 2015.

Mayor

SEAL:

ATTEST:

City Clerk

Published by Title in the
Gunnison Country Times
September 3, 2015

August 14, 2015

To City Clerk Gail A. Davidson,

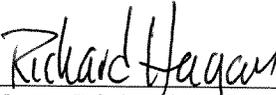
Pursuant to Section 5.2 of the City of Gunnison Municipal Home Rule Charter, I, Richard Hagan, Mayor of the City of Gunnison, am directing you, the City Clerk, to call a Special Session of City Council for Tuesday, August 18, 2015, to be held immediately following the scheduled Work Session, in the City Council Chambers of City Hall, 201 W. Virginia Avenue in Gunnison. The agenda item to be discussed is as follows:

Special Session

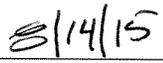
**Action on Approval of IGA Between City and Gunnison County Clerk & Recorder;
Re: City Participation in November 3, 2015; Coordinated Election**

**Action on Approval of IGA Between City and Gunnison County Board of County
Commissioners, Re: Election Costs for SB05-152 Ballot Initiative**

I understand the meeting will be noticed and posted at least 24 hours prior to the meeting.
Thank you.



Mayor Richard Hagan



Date



To: City Councilors
CC: City Manager Ken Coleman
From: City Clerk Gail Davidson
Date: August 14, 2015
Re: Special Session Intergovernmental Agreements

Councilors:

City Council gave Staff and the City Attorney the go ahead to arrange the City's participation in the November 3, 2015, coordinated election concerning opting out of SB05-152.

In order to participate in that election, the City is required to sign an Intergovernmental Agreement (IGA) with the Gunnison County Clerk and Recorder specifying the roles and duties of each entity in the election. A copy of that IGA is attached for your consideration of approval.

The Gunnison County Board of County Commissioners met and decided, in order to expedite the opting out of SB05-152, and subsequently be available for any future broadband/internet technology opportunities, the County would pay the cost for the local municipalities to participate in the coordinated election. In order to do so, they have drafted an IGA between the City of Gunnison and the Board of County Commissioners (BOCC). A copy of that IGA is attached for your consideration of approval. Since the IGA with the BOCC references the IGA with the County Clerk and Recorder, it is appropriate to approve the IGAs in the order they are presented below.

City Attorney Kathy Fogo has read, commented on, and approved both IGAs. Thank you, Gail

Actions Requested of Council:

A motion, second and vote to approve the Intergovernmental Agreement between the Gunnison County Clerk and Recorder and the City of Gunnison regarding the conduct and administration of the November 3, 2015, Coordinated election.

A motion, second and vote to approve the Intergovernmental Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, and the City of Gunnison regarding election costs for the SB05-152 Ballot Initiative.



Kathy Simillion
County Clerk & Recorder
221 N. Wisconsin Street, Suite C
Gunnison, Colorado 81230

Clerk (970) 641-1516
Elections (970) 641-7927
Elections Fax (970) 642-4675
Motor Vehicle (970) 641-1602
Recording (970) 641-2038
Motor Vehicle & Recording Fax (970) 641-7956

August 6, 2015

**Gail Davidson, City Clerk
CITY OF GUNNISON
Post Office Box 239
Gunnison, CO 81230**

**RE: Intergovernmental Agreement –
November 3, 2015 Coordinated Election**

Dear Gail,

Please find enclosed herewith, the Intergovernmental Agreement between the Gunnison County Clerk and Recorder and the City of Gunnison for the November 3, 2015, Coordinated Election. You will notice we have redesigned our Intergovernmental Agreement format in an effort to better serve the coordinating entities. Included in this, you will notice we have projected election costs for your school district based on a proportionate cost per registered eligible voter. It is our intent not to subsidize the election but, rather, it is our intent to ensure that each local government funds its fair and proportionate share of the actual costs of the election.

Please have the appropriate individuals sign and return to my attention, in the enclosed mailing envelope, at your earliest convenience. Please note, per C.R.S. 1-7-116(2), the date of Tuesday, August 25, 2015, is the deadline for Intergovernmental Agreements to signed by County Clerks and political subdivisions. Once I receive, I will then obtain all additional necessary signatures and will mail you a fully executed copy.

August 6, 2015

Page Two

Should you have questions or comments regarding this agreement, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Diane L. Folowell". The signature is written in black ink and is positioned above the printed name.

Diane L. Folowell

State of Colorado Certified Election Official

Gunnison County Election Supervisor/Chief Deputy

Enclosures as stated

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

CITY OF GUNNISON

Regarding the Conduct and Administration of the
NOVEMBER 3, 2015
COORDINATED ELECTION

Prepared by:

Kathy Simillion

Gunnison County Clerk and Recorder

221 N. Wisconsin Street

Gunnison, Colorado 81230

(970) 641-7927

THIS AGREEMENT is made by and between the Gunnison County Clerk and Recorder ("County Clerk") and the City of Gunnison ("Jurisdiction") collectively as the ("Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County Clerk and Jurisdiction have determined that it is in the best interest of the taxpayers and the electors to conduct a coordinated election ("Coordinated Election") on November 3, 2015; and

WHEREAS, such agreements are authorized by Colorado law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) ("Election Code"). Pursuant to the Election Code, the election participants are required to execute agreements with the County Clerk for this purpose and may include municipalities, school districts, and special districts within Gunnison County limits and the State of Colorado.
2. The County Clerk is designated as the Chief Election Official ("CEO").
3. FURTHER, the Parties agree as follows:

SECTION I. DEFINITIONS

1.1 DEFINITIONS:

- A. "Address Library Report" means the address report from the Secretary of State ("SOS") voter registration system which defines street addresses within the jurisdiction.
- B. "Chief Election Official", ("CEO") shall mean the Gunnison County Clerk and Recorder who shall act as the "Coordinated Election Official," as defined within the Colorado Election Code and SOS Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Colorado Election Code and SOS Rules which require action by the CEO.
- C. "Colorado Election Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.)
- D. "Coordinated Election" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the

same day and the eligible electors are all registered electors, and the County Clerk is the Chief Election Official for the jurisdictions.

- E. "Contact Officer" who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- F. "Designated Election Official" ("DEO"), who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Colorado Election Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.
- G. "IGA" means Intergovernmental Agreement between the County Clerk and the Jurisdiction for election coordination.
- H. "Jurisdiction" means those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.
- I. "Local Government Election Code" means or any other Title of C.R.S governing participating Jurisdiction's election matters.
- J. "Mail Ballot Packet" means the packet of information provided by the chief election official to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.
- K. "Post-Election Audit" means such audit as set forth in SOS Rule 11.3.3.
- L. "Proposed Jurisdiction" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database.
- M. "SOS" means State of Colorado Secretary of State.
- N. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at www.sos.state.co.us.
- O. "SOS Rules" means State of Colorado Secretary of State Rules

**SECTION II
JURISDICTIONAL LIMITATION**

2.1 THE LIMITATIONS OF THE JURISDICTION INCLUDE:

- A. The Jurisdiction encompasses territory within Gunnison County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Gunnison County.
- B. Where the Jurisdiction is entirely contained within Gunnison County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split among more than one county, the CEO agrees to coordinate with the Controlling County CEO, pursuant to SOS Rule 4.2, prior to agreeing upon ballot order or numbering.

**SECTION III
COUNTY CLERK AND JURISDICTION RESPONSIBILITIES**

The County Clerk and the Jurisdiction shall each perform their respective duties and/ or functions within the context of this Agreement:

3.1 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices if required.
- B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.
- C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.
- D. All parties shall enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

3.2 THE COUNTY CLERK SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION:

- A. Designate a "Contact Officer". The CEO has designated the Gunnison County Election Manager, Diane Folowell, who will serve under the authority of the CEO as the Contact Officer. The Contact Officer shall have the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO). The Contact Officer shall provide to the

Jurisdiction's DEO such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election. The Contact Officer may be reached by telephone at 970-641-7927, fax at 970-642-4675 or e-mail to dfollowell@gunnisoncounty.org.

- B. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- C. Adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.
- D. Enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.
- E. Use the Address Library Report attached hereto and incorporated herein by reference as Exhibit A and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.
 - 1. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data along with a Boundary Map attached hereto and incorporated herein by reference as Exhibit B.
 - 2. County Clerk will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
 - 3. Receive from Proposed Jurisdictions a certified legal description, map, and street list, identifying all street ranges for street addresses within the proposed Jurisdiction by no later than 5:00 p.m. MST September 4, 2015. In the event residential addresses are not available, the Proposed Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Proposed Jurisdiction.
 - 4. Receive from the Jurisdiction a certification of the accuracy of the Address Library Report and Boundary Map, along with any changes, additions, or deletions that need to be made, to the CEO by no later than 5:00 p.m. MST September 4, 2015. If the street list information and/ or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.
 - 5. Receive from the Jurisdiction a certification of any annexations, inclusions, and or exclusions, adopted since January 1 of the current year, to the CEO by no later than 5:00 p.m. MST September 4, 2015.

If the certification and/ or supporting documents are not provided by the date specified herein, the Jurisdiction may not participate in the Coordinated Election.

- F. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- G. Lay out the text of the official ballots in a format that complies with the Colorado Election Code.
- H. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- I. Mail the ballot packets as required by the Colorado Election Code.
- J. Make available a certified list of registered voters on or before the deadline as set forth within the SOS Election Calendar attached hereto and incorporated herein by reference as Exhibit C.
- K. Appoint, instruct, oversee, and administer the payment of the judges of the election.
- L. Coordinate with the Board of Commissioners.
- M. Prepare and run the required Logic and Accuracy test deck.
- N. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).
- O. Publish and post the required legal notices pursuant to § 1-5-205(1) , C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/ or candidates on or before the deadline as set forth within the SOS Election Calendar.
- P. CEO will refer members of the press to the DEO regarding specific questions about candidates or ballot questions.
- Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.
- R. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.
- S. Provide a secure area for no more than one watcher appointed by the Jurisdiction to observe the ballot counting procedures. Jurisdiction shall ensure participation of its personnel in each of the steps of the processing of the ballots prior to tabulating of the ballots.

- T. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.
- U. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Colorado Election Code
- V. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County Clerk the total payment.
- W. Store all election records as required by the Colorado Election Code.

3.3 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE:

- A. The Jurisdiction shall fully perform each and every requisite to ensure that this election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13, Title 1, C.R.S.), the Local Government Election Code, any and all applicable Colorado Revised Statutes, Jurisdiction's Charters and/or its Bylaws.
- B. If compliance of the above paragraph 2.2.A. requires approval by ordinance or resolution for participating in the Coordinated Election, upon execution of this Agreement, the Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the Colorado Election Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.
- C. Identify a DEO to act as liaison between the Jurisdiction and the CEO.
- D. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- E. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine

controlling county for purpose of setting up shared races, issues, and questions in coordinated elections.

- G. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Coordinated Election.
- H. This Agreement must be fully executed by no later than August 25, 2015 pursuant to the Colorado Election Code and the SOS Election Calendar. The Jurisdiction must return a signed copy of this Agreement to the CEO prior to that date.
- I. Provide at least one member, and no more than two members, from the Jurisdiction available to participate in each of the steps of the election process.
- J. Use the Address Library Report provided by the County Clerk to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.
- K. Identify any errors, omissions, and/ or corrections to the street ranges used to define Jurisdictional boundaries, in writing by no later than 5:00 p.m. MST September 4, 2015.
- L. DEO shall verify and certify to CEO, by submittal of the Address Library Report & Boundary Map Approval Form attached hereto and incorporated herein by reference as Exhibit D, the accuracy of the Address Library Report and Boundary Map including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within the SOS Election Calendar. CEO shall have no obligation whatsoever to perform such verification.
- M. Proposed Jurisdictions, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Jurisdiction by no later than 5:00 p.m. MST September 4, 2015. In the event residential addresses are not available, the proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the proposed Jurisdiction.
- N. DEO shall verify and certify to CEO of any annexations, inclusions, and or exclusions, to the Jurisdiction, including all supporting documents, by no later than 5:00 p.m. MST September 4, 2015.

- O. The DEO and not the CEO, shall be responsible to provide each candidate with the necessary petition. The DEO shall review all petition information and verify the information against the registration records, and, where applicable, the County Assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed the DEO shall certify the candidate to the ballot, and, if the election is a Coordinated Election, so notify the CEO.
- P. Provide a certified copy, and an electronic copy in a ".doc or .rtf" format as an email attachment to the Clerk's office at dfollowell@gunnisoncounty.org AND ksimillion@gunnisoncounty.org, of the ballot content (candidates, issues and questions) exactly as it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final and the Clerk shall not make any changes to the same. Such certified copy and electronic transmission shall be received at the earliest possible time but, in accordance with C.R.S. 1-5-203(3) (a), by no later than 5:00 p.m. MST September 4, 2015.
- Q. The Jurisdiction shall proofread and approve the ballot language for printing as soon as the proposed ballot is available. The Jurisdiction shall designate a person to be available for proofing and approving ballot content prior to printing by completing and returning the Designated Individual for Ballot Proofing and Approval Form, attached hereto and incorporated herein by reference as Exhibit E, by no later than 5:00 p.m. MST September 10, 2015. The designated individual shall be available from 8:00 a.m. to 5:00 p.m. MST from September 10, 2015 until final approval of the ballots for printing.
- R. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.
- S. Jurisdiction shall attempt to limit content to four linear ballot column inches. Content exceeding this limit will be subject to additional fees. Content limits shall not apply to candidate races.
- T. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to this election. The DEO shall have staffing by Jurisdiction and be available to the CEO; and also shall reply to the originator of such substance and operations questions within a reasonable

time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.

- U. Determine the ballot title and text.
- V. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Division) in a plain text format on or before the deadline as set forth within the SOS Election Calendar. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city / town charter), ballot issues, and/ or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification, except those prescribed by statute. We will not accept text with bold, italic, underline, bullets tables or indentations. All caps are reserved for TABOR issues only per the Colorado Election Code.
- W. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County Clerk. The jurisdiction shall call and leave a voice mail recording at 970-641-7927 and include each candidate's name; jurisdiction and title of office no later than September 9, 2015.
- X. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after 5:00 p.m. MST September 4, 2015, may result in their candidates, issues, or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. The Jurisdiction shall also reimburse the full and actual costs of the activities of the CEO relating to the election.
- Y. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to CEO before the printing of the ballots within 24 hours of receipt of layout.
- Z. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment.
- AA. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction shall utilize the online inquiry terminal to access the State of Colorado and Gunnison County voter registration records to confirm voter registration and verify "property ownership" information at:

<http://www.sos.state.co.us/pubs/elections/forms/voterLookup-DEO.pdf>

- BB. The DEO shall verify and certify to the CEO, by no later than 5:00 p.m. MST October 14, 2015 pursuant to §1-5-304, C.R.S., an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:
1. Own real property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Gunnison County ("Out of County" property owners); or,
 2. Own real property within the Jurisdiction, appear on the Gunnison County list of registered voters, and reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Gunnison County "In County" property owners.
 3. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Gunnison County precinct number, if applicable.
- CC. Publish and post any required legal notices for the jurisdiction's candidates, ballot issues and/ or ballot questions, other than the notice required by §1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County Clerk for its records.
- DD. Provide support on the day of the election via telephone and in person, should the need arise, from 7:00 am until counting of the ballots is completed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided.
- EE. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County Clerk for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per §1-10.5-101, C.R.S.

**SECTION IV
COMPENSATION**

4.1 COMPENSATION DUE TO COUNTY CLERK.

- A. In consideration for the County Clerk conducting the Coordinated Election and providing the services identified in above Section 3.2 herein, the Jurisdiction shall compensate the County Clerk at a cost of Two and 83/100 U.S. Dollars (\$2.83) per registered voter, based upon eligible registered voters as of August 6, 2015, for an approximate total amount of Ten Thousand Nine Hundred Forty Three and 61/100 U.S. Dollars (\$10,943.61) ,not to exceed an increase of more than 10%. The costs may vary based on the number of jurisdictions that proceed with ballot measures and/or elections.
- B. Any additional election costs resulting from Jurisdiction delays, special preparations, cancellations, recounts or other special circumstances relating to the Jurisdiction's participation in the Coordinated Election shall be allocated on a time and materials basis of Fifty and No/100 U.S. Dollars (\$50.00) per hour per employee for labor and actual cost of materials.
- C. Within thirty (30) days from the date of receipt of County Clerk's invoice for costs incurred in relation to conducting the Coordinated Election, the Jurisdiction shall remit total payment due and owing to the County Clerk.

**SECTION V
CANCELLATION OF ELECTION**

5.1 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice the withdrawal of election by publication as defined in the Colorado Election Code by no later than 5:00 p.m. MST September 4, 2015. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see SOS Election Calendar), the text provided by the Jurisdiction cannot be removed from the ballot and/ or the Ballot Issue notice (TABOR Notice) and Jurisdiction shall owe and pay the full amount under this Agreement.

SECTION VI GENERAL MATTERS

6.1 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Colorado Election Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this agreement and/ or the deadlines as published in the SOS Election Calendar or the Colorado Election Code may result in consequences up to and including termination of this agreement.

6.2 TERM.

The term of this Agreement shall continue until all statutory requirements concerning the creation, printing, and distribution of the TABOR Notice, if needed, and conduct of the election are fulfilled.

6.3 GOOD FAITH.

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

6.4 AMENDMENT.

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby, and following the same formality as the execution of the initial Agreement.

6.5 DEFAULT.

Should the Jurisdiction fail to comply with the terms and conditions of this Agreement, the County Clerk shall have no obligation whatsoever to perform the services identified herein to conduct and administer a Coordinated Election for said Jurisdiction.

6.6 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County Clerk: Kathy Simillion
Gunnison County Clerk and Recorder
Elections Division
221 N. Wisconsin Street
Gunnison, CO 81230
Fax: (970) 642-4675

To Jurisdiction: City of Gunnison
Post Office Box 239
Gunnison CO 81230
Fax: (970) 641-8051

6.7 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the Colorado Election Code, Local Government Election Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

6.8 INDEMNIFICATION - NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

- A. The Jurisdiction agrees to indemnify, defend by an attorney of the choice of the County Clerk, at the cost of the Jurisdiction, and hold harmless the County Clerk, Gunnison County, its Commissioners, and its and their agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind, brought by any person or entity.
- B. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement.
- C. Nothing in this agreement shall be construed to be a waiver by the County Clerk, Gunnison County or the Jurisdiction of the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.
- D. This Section 6.8 shall survive any termination or expiration of this Agreement.

6.9 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

6.10 ENTIRE AGREEMENT.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

GUNNISON COUNTY CLERK AND RECORDER

By: _____
Kathy Simillion

Date: _____

ATTEST:

Deputy County Clerk

CITY OF GUNNISON

By: _____
Richard Hagan, Mayor

Date: _____

ATTEST:

Gail Davidson, City Clerk

LIST OF EXHIBITS

- Exhibit A Address Library Report
- Exhibit B Boundary Map
- Exhibit C SOS Election Calendar (subject to updates)
- Exhibit D Address Library Report & Boundary Map Approval Form
- Exhibit E Designated Individual for Ballot Proofing and Approval Form

Precinct/ Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
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Comments

3055926014.40	N	10TH	ST		101-699	A			GUNNISON	81230	
3055926009.39	N	10TH	ST		700-723	A			GUNNISON	81230	
3055926014.40	S	10TH	ST		100-699	A			GUNNISON	81230	
3055926014.49	S	10TH	ST		700-798	E			GUNNISON	81230	
3055926014.40	S	10TH	ST		701-799	O			GUNNISON	81230	
3055926014.40	N	11TH	ST		100-499	A			GUNNISON	81230	
3055926009.39	N	11TH	ST		500-1002	E			GUNNISON	81230	
3055926014.40	N	11TH	ST		501-699	O			GUNNISON	81230	
3055926009.39	N	11TH	ST		701-711	O			GUNNISON	81230	
3055926014.49	S	11TH	ST		100-700	A			GUNNISON	81230	
3055926014.49	N	12TH	ST		100-498	E			GUNNISON	81230	
3055926014.40	N	12TH	ST		101-499	O			GUNNISON	81230	
3055926009.46	N	12TH	ST		500-1200	E			GUNNISON	81230	
3055926009.39	N	12TH	ST		501-1199	O			GUNNISON	81230	
3055926014.49	S	12TH	ST		100-708	E			GUNNISON	81230	

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055926014.40	S	12TH	ST		101-707	O			GUNNISON	81230	
3055926015.50	N	14TH	ST		100-499	A			GUNNISON	81230	
3055926009.46	N	14TH	ST		500-799	A			GUNNISON	81230	
3055926009.39	N	14TH	ST		800-1099	A			GUNNISON	81230	
3055926013.48	S	14TH	ST		100-614	A			GUNNISON	81230	
3055926014.40	S	2ND	ST		201-302	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		295-299	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		300-300	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		301-470	A			GUNNISON	81230	
3055926014.40	S	3RD	ST		102-301	A			GUNNISON	81230	
3055926014.40	S	5TH	ST		100-700	A			GUNNISON	81230	
3055926014.40	S	6TH	ST		300-320	A			GUNNISON	81230	
3055926014.40	N	7TH	ST		100-615	A			GUNNISON	81230	
3055926014.40	S	7TH	ST		120-325	A			GUNNISON	81230	

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split **Pre Dir** **Street** **St. Type** **Post Dir** **House Number** **Type** **Unit Type** **Unit** **City** **Zip** **HCF Description**

Comments

3055926014.40	N	8TH	ST		106-700	A			GUNNISON	81230	
3055926009.39	N	8TH	ST		701-725	O			GUNNISON	81230	
3055926014.40	S	8TH	ST		108-720	A			GUNNISON	81230	
3055926014.40	N	9TH	ST		216-903	A			GUNNISON	81230	
3055926014.40	S	9TH	ST		206-918	A			GUNNISON	81230	
3055926010.45	N	ADAMS	ST		1-600	A			GUNNISON	81230	
3055926010.45		ALPINE HALL WSC			0-0	A			GUNNISON	81231	
3055926014.40		ANDREW	LN		1-2000	A			GUNNISON	81230	
3055926009.39		ARTHUR	AVE		400-698	E			GUNNISON	81230	
3055926009.46		ARTHUR	AVE		401-699	O			GUNNISON	81230	
3055926010.45		BECKWITH HALL WSC			0-0	A			GUNNISON	81231	
3055926013.48		BIDWELL	AVE		100-599	A			GUNNISON	81230	
3055926014.49		BIDWELL	AVE		600-699	A			GUNNISON	81230	
3055926014.40		BIDWELL	AVE		700-1099	A			GUNNISON	81230	
3055926014.40		BIDWELL	AVE		1255-1255	A			GUNNISON	81230	

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055926010.45		BLAZE TRAIL	RD		1-3000	A			GUNNISON	81230	
3055926015.50	N	BOULEVARD	ST		100-498	E			GUNNISON	81230	
3055926014.49	N	BOULEVARD	ST		101-499	O			GUNNISON	81230	
3055926009.46	N	BOULEVARD	ST		507-721	A			GUNNISON	81230	
3055926009.39	N	BOULEVARD	ST		800-1025	A			GUNNISON	81230	
3055926013.48	S	BOULEVARD	ST		100-698	E			GUNNISON	81230	
3055926014.49	S	BOULEVARD	ST		101-719	O			GUNNISON	81230	
3055926009.39		BOWMAN	PL		1-3	A			GUNNISON	81230	
3055926014.40		BROOKSIDE	DR		67-305	A			GUNNISON	81230	
3055926010.45		CHIPETA HALL WSC			0-0	A			GUNNISON	81231	
3055926012.80A		COLLEGE	AVE		800-902	A			GUNNISON	81230	
3055926015.50	N	COLORADO	ST		100-699	A			GUNNISON	81230	
3055926010.45	N	COLORADO	ST		700-1156	A			GUNNISON	81230	
3055926013.48	S	COLORADO	ST		100-399	A			GUNNISON	81230	

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split **Pre Dir** **Street** **St. Type** **Post Dir** **House Number** **Type** **Unit Type** **Unit** **City** **Zip** **HCF Description**

Comments

3055926010.45		COLORADO HALL WSC		0-0		A			GUNNISON	81231	
3055926010.45		CORONADO HALL WSC		0-0		A			GUNNISON	81231	
3056126007.007.635		COUNTY RD 14		379-379		A			GUNNISON	81230	
3055926010.45		CRYSTAL HALL WSC		0-0		A			GUNNISON	81231	
3055926010.56	E	DENVER	AVE	100-398		E			GUNNISON	81230	
3055926015.50	E	DENVER	AVE	101-397		O			GUNNISON	81230	
3055926009.46	W	DENVER	AVE	91-699		A			GUNNISON	81230	
3055926009.39	W	DENVER	AVE	700-799		A			GUNNISON	81230	
3055926009.39	W	DENVER	AVE	800-1020		E			GUNNISON	81230	
3055926014.40	W	DENVER	AVE	801-1021		O			GUNNISON	81230	
3055926014.40		DIAMOND	LN	1-150		A			GUNNISON	81230	
3055926010.45		DOLORES HALL WSC		0-0		A			GUNNISON	81231	
3055926009.39		DORCHESTER	ST	1-13		A			GUNNISON	81230	
3055926009.39	W	ELIZABETH	AVE	100-298		E			GUNNISON	81230	

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split Pre Dir Street St. Type Post Dir House Number Type Unit Type Unit City Zip HCF Description

Comments

3055926009.46	W	ELIZABETH	AVE	101-299	O					GUNNISON	81230	
3055926009.39	W	ELIZABETH	AVE	300-800	A					GUNNISON	81230	
3055926014.40		ELSA	CT	1-700	A					GUNNISON	81230	
3055926014.40		EMERALD	LN	1-500	A					GUNNISON	81230	
3055926010.56		ESCALANTE HALL WSC		0-0	A					GUNNISON	81231	
3055926013.48	W	EVANS	AVE	100-499	A					GUNNISON	81230	
3055926014.49	W	EVANS	AVE	599-699	A					GUNNISON	81230	
3055926014.40	W	EVANS	AVE	700-905	A					GUNNISON	81230	
3055926009.39		FLORESTA	ST	1-202	A					GUNNISON	81230	
3055926014.40	E	FRONTAGE	RD	218-701	A					GUNNISON	81230	
3055926014.40	W	FRONTAGE	RD	203-221	A					GUNNISON	81230	
3055926014.40	W	FRONTAGE	RD	223-1200	A					GUNNISON	81230	
3055926015.50	E	GEORGIA	AVE	100-412	A					GUNNISON	81230	
3055926010.45	E	GEORGIA	AVE	413-615	A					GUNNISON	81230	
3055926015.50	W	GEORGIA	AVE	117-510	A					GUNNISON	81230	

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3055926014.49	W	GEORGIA	AVE		600-699	A			GUNNISON	81230	
3055926014.40	W	GEORGIA	AVE		700-1100	A			GUNNISON	81230	
3055926015.50	E	GOTHIC	AVE		102-399	A			GUNNISON	81230	
3055926010.56	E	GOTHIC	AVE		400-414	A			GUNNISON	81230	
3055926015.50	W	GOTHIC	AVE		101-599	O			GUNNISON	81230	
3055926009.46	W	GOTHIC	AVE		102-616	E			GUNNISON	81230	
3055926014.49	W	GOTHIC	AVE		601-699	O			GUNNISON	81230	
3055926009.39	W	GOTHIC	AVE		700-798	E			GUNNISON	81230	
3055926014.40	W	GOTHIC	AVE		701-999	O			GUNNISON	81230	
3055926014.40		GRANITE	LN		1-120	A			GUNNISON	81230	
3055926013.48	E	GUNNISON	AVE		116-499	A			GUNNISON	81230	
3055926013.48	W	GUNNISON	AVE		100-599	A			GUNNISON	81230	
3055926014.49	W	GUNNISON	AVE		600-699	A			GUNNISON	81230	
3055926014.40	W	GUNNISON	AVE		700-1199	A			GUNNISON	81230	

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split **Pre Dir** **Street** **St. Type** **Post Dir** **House Number** **Type** **Unit Type** **Unit** **City** **Zip** **HCF Description**

Comments

3055926014.40	W	GUNNISON	AVE		1200-1600	A			GUNNISON	81230	
3055926010.45		HERMOSA HALL WSC			0-0	A			GUNNISON	81231	
3055926012.80A	E	HWY 50			42246-42246	E			GUNNISON	81230	
3055926015.50	N	IOWA	ST		108-621	A			GUNNISON	81230	
3055926010.56	N	IOWA	ST		707-707	A			GUNNISON	81230	
3055926013.48	S	IOWA	ST		100-410	A			GUNNISON	81230	
3055926009.39		IRWIN	ST		1-115	A			GUNNISON	81230	
3055926009.39		JOSEPH	LN		300-307	A			GUNNISON	81230	
3055926014.40		JUNIPER	LN		1-10	A			GUNNISON	81230	
3055926010.45		KEATING HALL WSC			0-0	A			GUNNISON	81231	
3055926009.39		LEROY	AVE		300-400	E			GUNNISON	81230	
3055926009.46		LEROY	AVE		301-399	O			GUNNISON	81230	
3055926010.45	N	LOVELAND	ST		201-223	A			GUNNISON	81230	
3055926015.50	N	MAIN	ST		100-499	A			GUNNISON	81230	
3055926015.50	N	MAIN	ST		500-698	E			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926009.46	N	MAIN	ST		501-999	O			GUNNISON	81230	
3055926010.45	N	MAIN	ST		700-1110	E			GUNNISON	81230	
3055926009.39	N	MAIN	ST		1001-1099	O			GUNNISON	81230	
3055926013.48	S	MAIN	ST		100-699	A			GUNNISON	81230	
3055926010.45		MEARS HALL WSC			0-0	A			GUNNISON	81231	
3055926010.45		MOFFAT HALL WSC			0-0	A			GUNNISON	81231	
3055926010.45		MOUNTAINEER	DR		1-1000	A			GUNNISON	81230	
3055926013.48	E	NEW YORK	AVE		101-499	A			GUNNISON	81230	
3055926013.48	W	NEW YORK	AVE		109-599	A			GUNNISON	81230	
3055926014.49	W	NEW YORK	AVE		600-699	A			GUNNISON	81230	
3055926014.40	W	NEW YORK	AVE		700-1198	A			GUNNISON	81230	
3055926014.40	W	NEW YORK	AVE		1200-1500	A			GUNNISON	81230	
3055926015.50	E	OHIO	AVE		100-412	A			GUNNISON	81230	
3055926015.50	W	OHIO	AVE		100-598	A			GUNNISON	81230	

Precinct/Split Pre Dir Street St. Type Post Dir House Number Type Unit Type Unit City Zip HCF Description

Comments

3055926014.49	W	OHIO	AVE	600-698	A					GUNNISON	81230	
3055926014.40	W	OHIO	AVE	700-1313	A					GUNNISON	81230	
3055926010.45		OPHIR HALL WSC		0-0	A					GUNNISON	81231	
3055926015.50	N	PINE	ST	100-499	A					GUNNISON	81230	
3055926009.46	N	PINE	ST	500-899	A					GUNNISON	81230	
3055926009.39	N	PINE	ST	900-1105	A					GUNNISON	81230	
3055926013.48	S	PINE	ST	604-624	A					GUNNISON	81230	
3055926010.45		PITKIN	ST	215-607	A					GUNNISON	81230	
3055926009.39		QUARTZ	ST	1-28	A					GUNNISON	81230	
3055926014.40		REED	ST	201-329	A					GUNNISON	81230	
3055926013.48		RIO GRANDE	AVE	100-499	A					GUNNISON	81230	
3055926014.40		RIO GRANDE	AVE	500-1011	A					GUNNISON	81230	
3055926010.45		ROBIDOUX HALL WSC		0-0	A					GUNNISON	81231	
3055926010.45		ROCK CREEK	RD	1401-1500	A					GUNNISON	81230	
3055926015.50	E	RUBY	AVE	100-399	A					GUNNISON	81230	

Precinct/Split Pre Dir Street St. Type Post Dir House Number Type Unit Type Unit City Zip HCF Description

Comments

3055926009.39		SYDNEY	ST	100-300	A					GUNNISON	81230	
3055926015.50	N	TAYLOR	ST	106-629	A					GUNNISON	81230	
3055926010.56	N	TAYLOR	ST	710-711	A					GUNNISON	81230	
3055926013.48	S	TAYLOR	ST	100-435	A					GUNNISON	81230	
3055926010.45	N	TELLER	ST	107-325	A					GUNNISON	81230	
3055926013.48	S	TELLER	ST	100-399	A					GUNNISON	81230	
3055926010.45		TEOCALLI HALL WSC		0-0	A					GUNNISON	81231	
3055926010.45		THE PINNACLES WSC		0-0	A					GUNNISON	81230	
3055926014.40		THORNTON	WAY	1-1600	A					GUNNISON	81230	
3055926009.39		TINCUP	DR	103-620	A					GUNNISON	81230	
3055926015.50	E	TOMICHI	AVE	100-412	E					GUNNISON	81230	
3055926013.48	E	TOMICHI	AVE	129-411	O					GUNNISON	81230	
3055926015.50	W	TOMICHI	AVE	100-598	E					GUNNISON	81230	
3055926013.48	W	TOMICHI	AVE	101-599	O					GUNNISON	81230	
3055926014.49	W	TOMICHI	AVE	600-699	A					GUNNISON	81230	

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split **Pre Dir** **Street** **St. Type** **Post Dir** **House Number** **Type** **Unit Type** **Unit** **City** **Zip** **HCF Description**

Comments

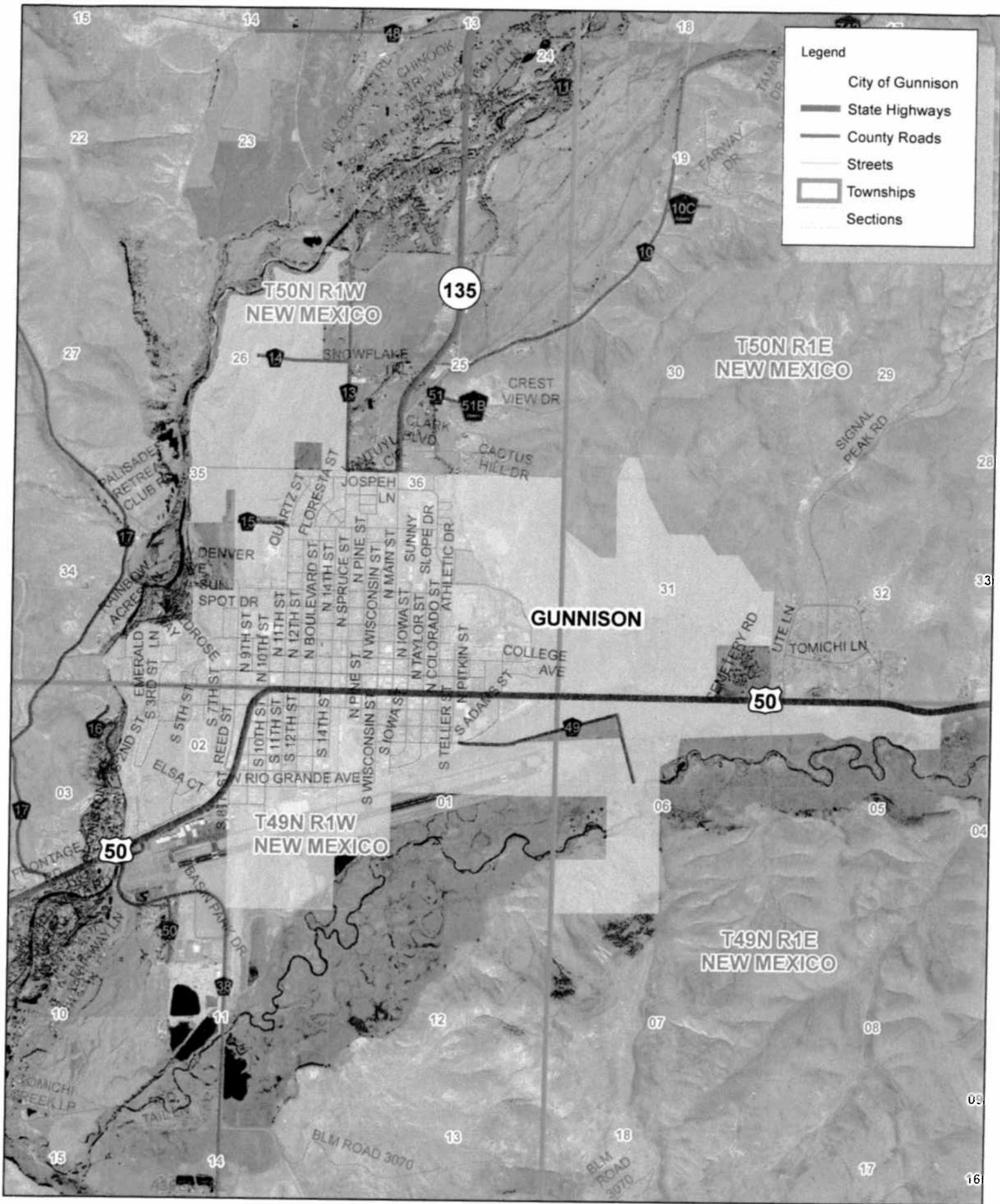
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3055926014.40	W	TOMICHI	AVE		1200-1498	E			GUNNISON	81230	
3055926014.40	W	TOMICHI	AVE		1201-1499	O			GUNNISON	81230	
3055926014.40	W	TOMICHI	AVE		1500-1500	A			GUNNISON	81230	Gunnison Valley Health Senior Care Center
3055926014.40	W	TOMICHI	AVE		1501-1820	A			GUNNISON	81230	
3055926010.45		TOMICHI HALL WSC			0-0	A			GUNNISON	81231	
3055926009.39		TYLER	LN		300-305	A			GUNNISON	81230	
3055926010.45		UNION HALL WSC			0-0	A			GUNNISON	81231	
3055926010.45		UTE HALL WSC			0-0	A			GUNNISON	81231	
3055926009.39		VANTUYL	CIR		300-1207	A			GUNNISON	81230	
3055926015.50	E	VIRGINIA	AVE		100-410	A			GUNNISON	81230	
3055926010.45	E	VIRGINIA	AVE		415-612	A			GUNNISON	81230	
3055926015.50	W	VIRGINIA	AVE		100-599	A			GUNNISON	81230	
3055926014.49	W	VIRGINIA	AVE		602-699	A			GUNNISON	81230	

County : Gunnison
 User Name : Kathy Simillion

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

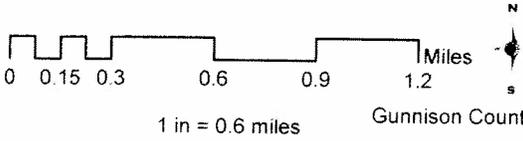
Date : 07/28/2015 01:33 PM
 Report No. : AL-001

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
3055926014.40	W	VIRGINIA	AVE		700-1205	A			GUNNISON	81230	
3055926009.39		VULCAN	ST		5-1212	A			GUNNISON	81230	
3055926014.40		WILD RIVER	LN		1-120	A			GUNNISON	81230	
3055926014.40		WILDFLOWER	DR		100-200	A			GUNNISON	81230	
3055926014.40		WILDROSE	LN		1-120	A			GUNNISON	81230	
3055926015.50	N	WISCONSIN	ST		100-499	A			GUNNISON	81230	
3055926009.46	N	WISCONSIN	ST		500-999	A			GUNNISON	81230	
3055926009.39	N	WISCONSIN	ST		1000-1099	A			GUNNISON	81230	
3055926013.48	S	WISCONSIN	ST		100-699	A			GUNNISON	81230	

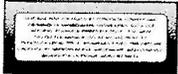


Legend

- City of Gunnison
- State Highways
- County Roads
- Streets
- Townships
- Sections



City of Gunnison



2015 Election Calendar

December, 2014		
3-December (Wednesday)	First date for meeting of the title board. (No sooner than the first Wednesday in December after an election).	1-40-106(1)
4-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and complete statutory recounts, if any. (30 days after the General Election)	1-10-103(2) 1-10.5-102(2)
5-December (Friday)	Last day an interested party may request a recount of the results of the General Election at their own expense. (Within 31 days after the election)	1-10.5-106(2)
11-December (Thursday)	Last day to complete a requested recount by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
January, 2015		
2-January (Friday)	Last day for Secretary of State to generate a list of electors showing who voted and who did not vote in the election.	1-2-305 1-1-106(5)
9-January (Friday)	Last day for state office holders/appointees to file personal financial disclosures, or update form.	24-6-202(4) 1-1-106(5)
14-January (Wednesday)	Last day for General Assembly to convene 2015 regular session.	Art. V, Sect. 7
February, 2015		
2-February (Monday)	Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (no later than 90 days after the general election)	1-2-605(8)
27-February (Friday)	Deadline for the Secretary of State to distribute a free list of who voted in the 2014 general election to each major and minor political party. (no later than March 1 following the general election)	1-2-305(4); 1-1-106(5)
April, 2015		
3-April (Friday)	Last day to submit a draft to the Secretary of State of a 2015 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (by 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
15-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2015 Coordinated election ballot.	1-40-106(1)
May, 2015		
14-May (Thursday)	The General Assembly must adjourn no later than this date. (regular sessions must not exceed 120 calendar days)	Art. V, Sect. 7
June, 2015		
1-June (Monday)	Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (no later than June 1 of each odd-numbered year)	Rule 3.7
July, 2015		
24-July (Friday)	If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)	1-7-116(5) 1-1-106(5)
August, 2015		
3-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2015 Coordinated Election. (no later than 3:00 PM, at least 3 months before the election)	Art. V, Sect. 1(2) 1-40-108
3-August (Monday)	Last day to file an addendum to a previously filed initiative petition that was deemed insufficient. (within 15 days after determination of insufficiency, but no later than 3:00pm at least 3 months before the election)	Art. V, Sect. 1(2); 1-40-117(3)(b)
5-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (no later than 90 days before the election)	1-7.5-105(1) Rule 7.1.1
5-August (Wednesday)	Last day to designate Voter Service and Polling Centers and Drop Off Locations for the 2015 Coordinated election and submit accessibility surveys to the Secretary of State. (no later than 90 days before the election)	Rule 7.9
5-August (Wednesday)	First day a candidate for the office of school district director may circulate a nomination petition. (no sooner than 90 days before the election)	1-4-803(1)(b)
20-August (Thursday)	Last day for the Secretary of State to give written approval or disapproval to a submitted mail ballot plan, if the plan was filed on August 5th. (within 15 days after submission of the plan)	1-7.5-105(2)(a) Rule 7.1
25-August (Tuesday)	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2015 Coordinated Election. (no later than 70 days before the election)	1-7-116(2)

2015 Election Calendar

28-August (Friday)	Last day for candidates for the office of school district director to file a nomination petition. (no later than 67 days before the election)	1-4-803(2)
31-August (Monday)	Last day to file an affidavit of intent to run as a write-in candidate for a non-partisan coordinated election. (by close of business on the 64th day before the election)	1-4-1102(2)
September, 2015		
2-September (Wednesday)	Last day for the Secretary of State to issue statements of sufficiency or insufficiency for initiative petitions filed on August 3rd. (no more than 30 calendar days after the petition is filed)	1-40-116(2)
4-September (Friday)	Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of each county that has territory within the political subdivision. (no later than 60 days before the election)	1-5-203(3)(a)
4-September (Friday)	Deadline for the county clerk to file security and contingency plans with the Secretary of State. (no later than 60 days prior to the first election where the procedures will be used)	1-5-616(5)(b)
4-September (Friday)	Deadline for the county clerk to begin video surveillance of designated areas for the Coordinated Election (at least 60 days before the election)	Rule 20.7.2
4-September (Friday)	Last day for the Secretary of State to send notice and certification of the Coordinated election ballot to the county clerks. (no later than the 57th day before the Coordinated Election)	1-5-203(1) 1-1-106(5)
9-September (Wednesday)	Last day for the designated election official to submit a mail ballot plan to the Secretary of State to conduct a nonpartisan election by mail ballot if the jurisdiction is not coordinating with the county clerk. (no later than 55 days before the election)	1-7.5-105(1)
18-September (Friday)	Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice. (the Friday before the 45th day before the election)	1-7-901(4)
19-September (Saturday)	Deadline to send mail ballots to military and overseas electors. (no later than 45 days before the election)	1-8.3-110(1) 1-1-106(5)
19-September (Saturday)	First day that the county clerk may hold election judge training.	1-6-101(5)
21-September (Monday)	Last day for a petition representative to submit a summary of comments in favor of their local ballot issue. (no later than 43 days before the election)	1-7-903(3)
22-September (Tuesday)	Last day for the designated election official to deliver ballot issue notices to the county clerk. (no later than 42 days before the election)	1-7-904
24-September (Thursday)	Last day for the designated election official to order registration and property owner records for use by election judges in a local election that is not coordinated with the county. (no later than the 40th day before the election)	1-5-303(1) 1-5-304(1), (2)
24-September (Thursday)	Last day for the Secretary of State to give written approval to a mail ballot plan submitted by a designated election official for a nonpartisan election, if plan was filed on September 9th. (within 15 days after submission of the plan)	1-7.5-105(2)(a)
October, 2015		
2-October (Friday)	Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)	Art. X, Sect. 20(3)(b) 1-7-116 1-1-106(5)
2-October (Friday)	Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)	Art. V, Sect. 1(7.5)(b) 1-1-106(5)
2-October (Friday)	Deadline for the county clerk to provide initial registration lists, and county assessor to provide initial property owner's list ordered by political subdivisions. (first list provided by the 30th day before the election and the supplemental list provided the 20th day before the election)	1-5-303(1) 1-5-304 1-7.5-107(2)(a) 1-1-106(5)
9-October (Friday)	Deadline to complete changes in the boundaries or division of precincts for nonpartisan elections. (No later than 25 days prior to the election)	1-5-104(1)
12-October (Monday)	Last day to submit an application to register to vote through a voter registration drive for the Coordinated Election. (No later than 22 days before the election)	1-2-201(3)(b)(1)
12-October (Monday)	First day mail ballots may be sent to voters, except for UOCAVA voters.	1-7.5-107(3)(a)
14-October (Wednesday)	Deadline for the county clerk and recorder to provide supplemental registration lists, and county assessor to provide supplemental property owner's list ordered by political subdivisions. (no later than 20 days before the election)	1-5-303(1),(2) 1-5-304(1),(2) 1-7.5-107(2)(b)

2015 Election Calendar

14-October (Wednesday)	Last day for the designated or coordinated election official to publish notice of the Coordinated Election. (no later than 20 days before the election)	1-1-104(34) 1-5-205(1) 1-7.5-107(2.5)(a)(I)
14-October (Wednesday)	Deadline for the designated election official to mail a copy of the notice of election to the county clerk of each county in which the political subdivision is located if the election is not coordinated by the county. (no later than 20 days before the election)	1-5-205(1),(2)
14-October (Wednesday)	Last day to post Voter Service and Polling Center, Polling Location, and Drop-off signs for the Coordinated Election. (at least 20 days before the election)	1-5-106
16-October (Friday)	Deadline for the county clerk to send mail ballots to each active elector for the Coordinated Election. (no later than 18 days before the Election)	1-7.5-107(3)(a)(I)
19-October (Monday)	Last day to appoint board of canvassers for a nonpartisan election that is not coordinated by the county. If the election is coordinated, the canvass board will be appointed in accordance with the intergovernmental agreement. (At least 15 days before election)	1-10-201(1)
19-October (Monday)	Last day the designated election official for a municipal or special district election may mail a voter information card to each household. It may be included with the ballot issue notice. (no later than 15 days before a nonpartisan election)	1-5-206(2) 1-10-101
19-October (Monday)	Counting of mail ballots may begin. No results may be disclosed until after 7:00pm on Election Day. (15 days prior to the election)	1-7.5-107.5
23-October (Friday)	Equipment inventory lists due to the Secretary of State. (no later than 10 days before use in the Logic & Accuracy Test and the Post-Election Audit Test)	Rule 11.2.3 1-1-106(5)
23-October 5-November.	The election notice must be posted in the designated election official's office. (at least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
26-October (Monday)	Last day to submit an application to register to vote through the mail, a voter registration agency, a local driver's license examination facility, or online to receive a mail ballot for the Coordinated Election. (through the 8th day prior to the election)	1-2-201(3)(b)(III)
26-October (Monday)	First day Voter Service and Polling Centers must be open (At least 8 days before and on election day, except Sunday)	1-7.5-107(4.5)(c)
27-October (Monday)	Elections Setup Records are due to the Secretary of State for the Coordinated Election. (No later than 5:00pm on the 7th day before the election)	Rule 11.4
30-October (Friday)	First day Drop-off locations must be open. (At least 4 days before election day, including Saturday)	1-7.5-107(4.3)(b)
November, 2015		
3-November (Tuesday)	Coordinated Election (Polls open 7:00am to 7:00pm. First Tuesday in November)	Art. X, Sect. 20(3)(a) 1-1-104(6.5) 1-7-101 1-41-102(1)
3-November (Tuesday)	All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 (1), (2)
5-November (Thursday)	Deadline for the Secretary of State to notify counties of the voting devices and races selected for auditing purposes. (Within 48 hours after the close of polls)	Rule 11.3.3(a)
5-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters for mail and provisional. (within 3 days from signature/ID verification but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a)
12-November (Thursday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (no later than the 8th day after election day)	1-8.3-113(2) 1-1-106(4)
12-November (Thursday)	Last day for elector to cure signature discrepancy or missing signature, or to provide missing ID for mail and provisional ballot to be counted. (within 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) 1-1-106(4)
17-November (Tuesday)	Last day for verification and counting of provisional ballots to be completed. (within 14 days after election day)	1-8.5-105(5)
20-November (Friday)	Deadline to complete the canvass for the Coordinated Election. (no later than the 17th day after the election)	1-10-102(1)
20-November (Friday)	Deadline for the county clerk to report the results of the post-election audit to the Secretary of State. (no later than 5:00pm on the last day to canvass)	Rule 11.3.3(m)
20-November (Friday)	Deadline to submit official Abstract of Votes for the Coordinated Election to the Secretary of State. (no later than the 18th day after the election)	1-10-103 1-1-106(5)

2015 Election Calendar

December, 2015		
3-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 30th day after the Coordinated Election)	1-10-103(2) 1-10.5-102
4-December (Thursday)	First day the county clerk may stop video surveillance of designated areas for the Coordinated Election. (through at least 30 days after the election, unless there is a recount)	Rule 20.7.2
4-December (Friday)	Last day an interested party may request a recount of the results of the Coordinated Election at their own expense. (within 31 days after the election)	1-10.5-106 (2)
10-December (Thursday)	Last day to complete a requested recount. (no later than the 37th day after the Coordinated Election)	1-10.5-106 (2)
January, 2016		
4-January (Monday)	Deadline to be affiliated with a major or minor party to run as a party candidate. (Note: For major-party assembly designation, this deadline may be dictated by party rules.) Deadline to be unaffiliated to access the ballot by petition as an unaffiliated candidate.	1-4-601(4)(a) 1-4-801(3) 1-4-802(1)(g)(II) 1-4-1304(2)(b)
4-January (Monday)	Last day to affiliate with a political party in order to vote in the precinct caucus if held on March 1. (2 months before the precinct caucus)	1-3-101(1)
13-January (Wednesday)	General Assembly to convene 2016 regular session.	Art. V, Sect. 7
8-January (Friday)	Deadline to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State no later than the second Friday in January)	1-4-1302(1)
29-January (Friday)	Last day for Secretary of State to issue a statement of sufficiency/insufficiency regarding petition to qualify as a minor political party, if petition is received on January 8 (No later than 21 days after receipt)	1-4-1302(4)(b)
*	An insufficient petition to qualify as a minor political party may be amended once prior to 3 p.m. on the 7th day after the notice of insufficiency.	1-4-1302(4)(c)

EXHIBIT D

Address Library Report & Boundary Map Approval Form

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and hereby certifies the accuracy of the same.

By: _____
DEO for _____

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and does not certify the accuracy of the same for the following reason(s):

By: _____
DEO for _____

EXHIBIT E

Designated Individual for Ballot Proofing and Approval Form

The Jurisdiction of _____ designates the following individual for purposes of proofreading and approving ballot language prior to printing:

Name: _____

Address: _____

Phone Number(s): _____

Fax Number: _____

E-mail Address: _____

INTERGOVERNMENTAL AGREEMENT
REGARDING ELECTION COSTS FOR SB05-152 BALLOT INITIATIVE

BETWEEN

**THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY
OF GUNNISON, COLORADO**

AND

THE CITY OF GUNNISON

THIS INTERGOVERNMENTAL AGREEMENT REGARDING ELECTION COSTS FOR SB05-152 BALLOT INITIATIVE (“Agreement”) is made effective on the ____ day of August, 2015, by and between the Board of County Commissioners of the County of Gunnison, Colorado, (“Gunnison County”) and the City of Gunnison, Colorado, (“Jurisdiction”).

I. RECITALS

WHEREAS, Gunnison County and the Jurisdiction intend to pursue a coordinated election to include the SB05-152 ballot initiative for the November 3, 2015 Coordinated Election (“Coordinated Election”); and

WHEREAS, the Coordinated Election to include the SB05-152 ballot initiative shall be conducted pursuant to the terms and conditions of the *Intergovernmental Agreement Regarding the Conduct and Administration of the November 3, 2015 Coordinated Election* by and between the Jurisdiction and the Clerk and Recorder of Gunnison County, Colorado (“Coordinated Election IGA”); and

WHEREAS, in support of cooperative election efforts, Gunnison County intends to fund direct and indirect costs related to Jurisdiction’s SB05-152 ballot initiative.

II. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above, the parties agree to the following:

- A. Gunnison County shall be responsible for Jurisdiction’s pro rata share of direct and indirect costs related to the SB05-152 ballot initiative for the Coordinated Election due and owing to the Clerk and Recorder of Gunnison County, Colorado pursuant to the Coordinated Election IGA, Section IV – Compensation.

- B. Modifications of Agreement. Any modifications to this Agreement shall be in writing and signed by all parties.
- C. Entire Agreement. This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraph B. herein.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

Deputy County Clerk

CITY OF GUNNISON

By: _____
Richard Hagan, Mayor

ATTEST:

Gail A. Davidson, City Clerk