
Town of Sedgwick

Meeting Agenda

Monday, September 14th, 2026 6:00PM

Public Comments Information If you wish to address the Board of Trustees, there is a "Comment from the Public" scheduled time. Comments on Agenda items will be allowed following the presentation of Board deliberation. Your comments will be limited to three (3) minutes and can only speak once on any motion or agenda item. **Monthly staff reports to the board are not open for public comment.**

Call to Order and Pledge of Allegiance

- I. Approve Agenda**
- II. Approve Minutes from last Meeting(s) August 10th, 2026**
- III. Approve Bills**
- IV. Comments from the public**
 - Rhonda Graham, Retail Strategies, Community Day Care, GOCO Grant Outdoors Project
- V. Monthly Reports**
 - **Clerk's Office**
 - i. High Plainz Strains III License Renewal
 - ii. 4-H using Community Center September 27th for Banquet – Waiver of Fees Request
 - iii. Letter to Donald Miller for broken window accident w/weed eater by Maintenance Worker
 - iv. Change Date for October 12 meeting (Columbus Day)
 - v. Jackson from Revere asked if Town of Sedgwick would like to do a Homecoming Float, Homecoming parade, Friday Sept. 18th.
 - **Maintenance**
 - **Mayor**
 - **Board of Trustees**
- VI. Old Business**
 - i. Sedgwick County Sheriff's Office IGAs for 2026 & 2027
 - 1. Resolution 26-8: A Resolution Approving the 2026 Intergovernmental Agreement for the Preservation of Discretionary Law Enforcement Services; and
 - 2. Resolution 26-9: A Resolution Approving the 2027 Intergovernmental Agreement for the Preservation of Discretionary Law Enforcement Services
 - ii. GMS & Native Sun, CGI Finals
 - iii. Harvest Festival 2026 Closure
- VII. New Business**
- VIII. Executive Session (If needed)**
- IX. Call to Adjourn**

**Town of Sedgwick
Record of Proceedings
August 10th, 2026**

Members Present: Dora Devie, Traci Colbeck, Allison Kuhlman, Steve Intermill, Zack Ault and Jaime Anchondo

Employees Present: Kim Quayle, Richard Kehm

Call to Order: The Town Board met in regular session. A quorum was verified, and the meeting was called to order at 6:00 pm by Mayor Dora Devie

Guests: Melinda Culley by Phone

Traci Colbeck	Here	Allison Kuhlman	Here
Jaime Anchondo	Here	Steve Intermill	Here
Zachary Ault	Here	Vacancy	

Approval of Agenda (Amended)

There was a scheduled Executive Session for Maintenance on the Agenda, and it was decided that he wanted the session to be part of the Public Meeting. Therefore, the item was added as number III of New Business and requested Agenda be Amended to state such.

Motion: Approval of Agenda

Traci Colbeck made a motion to approve the agenda as amended; Ally Kuhlman seconded, all in favor; none opposed, motion carried.

Approval of Minutes

Motion: Approve the minutes

Jaime Anchondo made a motion to approve the minutes for July 13th. Steve Intermill seconded, all in favor; none opposed, motion carried.

Bills (Published in Julesburg Advocate)

Motion: Bills Roll Call Vote

Traci Colbeck made a motion to pay the bills, Zach Ault seconded, (Roll Call: All Voted for, None Against) motion carried.

Public Comments – reminded they will have 3mins.

- **Nellie (Tiny) White:** Kids shooting off fireworks. Called the Sheriff's department and they said there was nothing they could do. Seen Sheriff's deputies in town pick up stray dogs but wouldn't help me. I am paying County Tax for the Sheriffs. Some members spoke on behalf of the whole board to ascertain the fact that they are a Town Board and do not have the authority to make decisions as law enforcement. We do not have local law enforcement, and again we have had and continue to have communication with the Sedgwick County Sheriff's Department for an IGA (Intergovernmental Agreement) to possibly be put in place.
- **Rhonda Graham:** Update on the Child Care Center. I am going to come and ask you for help. Doing a breakdown for Child Care and Senior Center, and we are asking for help with the utilities.

This will transition from Sedgwick County to Sedgwick County Early Learning Center, still in the County Building, for free. The County is going to be giving them their utilities and the use of the building. We are trying to break it down by percentages of use between all usage of the Community Center. Infant room is from birth to 1 year old and can have up to 8 infants. Toddler room is from 1 to 3 can have up to 10-15 and we have a pre-K up to multi age room can have up to 20. Old Music room will be used for multi-use room so that even infants will be brought out of their room for access to the Multi use room if it's too hot or too cold. Jaime Anchondo asked about C-CAP. It is by State and lawful to use this program. Daily rate would be around \$50.00. Drop ins would be allowed also.

Clerk's Office

- The Town Audit is complete and there is a copy in the packets. If you're not going to take it and keep it, please leave it here.

Maintenance

- **Richard Kehm:** The rear differential on the dump truck, we really don't use it that much. We'll talk to Adam Perrish and Jacy Otsuka. We can just get a quote. Got the Football Field mowed for the property owner. Josh has been weed eating at the arena. Jaime asked how the chisel points on the drag were and Richard stated they are good.
- **Allen Coyne:** We got a bid from Concrete Specialties on creating new and repairing manholes. They are the only ones to give us a quote. Several were asked however to no avail. This was a line item for Native Suns that we omitted due to expense. We are doing this as a final for the sewer project without putting it into the loans. It's something we want to get done this year. These will be precast manholes. Probably starting in September.

Motion: Concrete Specialties Manholes

Steve Intermill made a motion to accept quote from Concrete Specialties to continue with the Manholes; Traci Colbeck seconded, (Roll Call: All Voted for, None Against) motion carried.

Mayors Report

- We got the football field mowed, Richard did that today. Our sewer project has moved along, and I went over the punch list with Allen.

Board of Trustees

- **Allison Kuhlman**

I will not be at the next meeting. Duane Smith reached out to me for assistance in helping at the Harvest Fest. Traci Colbeck, Brandee Wilson offered to help with the parade. NCPC will help with kids' games. Brandee said she will help to keep it organized. If you would like to help down there it would be appreciated because it is chaos down there. Richard asked if a PA system is needed out there. For Duane, he is supposed to be announcing with UnderTree's equipment. I have decoration ideas and I've got people helping that night and next morning. I am doing Decorations. Expenditure limit, \$200.00 about, can be turned into the Clerk and will be reimbursed.

- **Steve Intermill**

I've been approached by a few people about motorcycles, buzzing through stop signs by the park, it's getting pretty chaotic at times. Not a lot I can do about it. Traci Colbeck: There is a mother riding around with them that is no better and I've seen them come close to getting hit twice. I tried to say something but then there is Mom coming up and saying, "what'd you say to my kids".

- **Jaime Anchondo**

Are you planning to be around to work the arena for the weekend for Harvest Fest? Richard Kehm: I was going to suggest, I'll be around, but I was just going to hook everything up and put the key on the visor like last year. Is the PA system still in the Crow's Nest when Native Sun's was there? I'll be around and I'll try to work it for rain or something. I think we need batteries for the microphone. Probably check the lights.

- **Traci Colbeck**

I'm sure you read everything. It's going to be a hot weekend, I'll be taking Friday off, I'll be down here at 7:00 on Saturday to help Dora with the vendors. Ally did give prize money for the adults. \$500.00 Gas for "Out of Fowler, CO. Continued discussion on events for Harvest Fest. I do want to exclude anybody from helping with all of this. Jerry Haynes and his wife Vernette accepted Honorary Citizens and will be on the old firetruck. We'll be in bean harvest so I will probably not be at the September and October meetings.

Motion: Pay Goat Roping Company

Steve Intermill made a motion to pay \$250.00 for the Goat Roping people for Harvest Fest. Jaime Anchondo seconded, (Roll Call: All Voted for, None Against) motion carried.

Old Business

- Town Clerk: Update on the Sewer Project, we have 3 items on it. They've added another change order used for extra items needed and some of it credited back in the amount of \$9,243.00 GMS Invoice #19 for \$22,012.00, Native Sun Const. #9 for \$94,899.01 and then 2nd Inv. For Concrete Graphics, Fence Contractor for \$107,245.50 and 1st and final to Rail Pros for \$21,846.72. The Funding sources are WPCRF Loan #2.
- Steve Intermill: I've got one question, this is going to drag in another month, I don't think the mess up of the rail road's mess up. It's been extended out so many times and we're paying for the onsite guy to be here, and it shouldn't be all on us. We paid for his wages the last month because everything got bumped out. Mark with GMS. I kind of have issues with paying for stuff when it wasn't our fault.
- Town Clerk: GMS and Native Suns are pretty much done. We shouldn't encounter much more.

Motion:

Steven Intermill made a motion to pay the Pay Request for GMS, Native Sun and Concrete Graphics dated August 10, 2026; Traci Colbeck seconded, (Roll Call) none opposed, motion carried.

New Business

- **Dales Jones:** I lost one of the sponsors that was going to pay for the band. I talked to TJ and he's willing to cover \$1,000.00 out of his own pocket so I was asking is the Town willing to help pay for this or...which way we going to go. With further discussion from The Board, it was decided that the Town would help pay for the Harvest Fest Band. The Board before us has already approved this. The total would be \$2,100.00.

Motion:

Jaime Anchondo made a motion to pay the Pay the balance of \$1,100.00 for the Harvest Fest Band, Traci Colbeck seconded, (Roll Call) all in favor, none opposed, motion carried.

- **Traci Colbeck:** Just a side note, I did have the Day Care from Julesburg reach out to my board, not Rhonda's Board. Sedgwick County Economic Development for help in securing grants and loans. Because it's a disaster down there. They've asked us to give them grants, loans. The reason I was asking the questions that I did, the President, Vice President nor the treasurer of the Day Care have no idea of what their budget has been spent on, Rhonda will not give them that information. If you have any questions about it, you can call Cassie Kizer, she's the director or the volunteer director, for my Economic Development right now and she can get you all the paperwork that you need to see in writing and not just take my word if you would like.

- **Sedgwick County Sheriff Koby Quayle:** Thank you for your consideration of the Proposed IGA. Reiterate what was proposed, in writing 7 days prior to the Town Board Meeting for review in lieu of calling a Special Meeting. Questions arose from the Board about hours of service, Sheriff's actual job and administration training and continued discussion was held. Asking \$5,000.00 for the remainder of the year and getting a new deputy on board. For 2027 we are looking at \$25,000.00 to help sustain and continue to help with discretionary calls. Discussion was brought up about some discretionary calls such as fireworks being deployed on the 4th of July and kids on motorbikes with no response but yet there were deputies in Town at another time working on some dogs running around. Will expenses be broke down? The expenses go into General Fund. Regardless of the amount of money to the County, it is to get additional deputies to help with the discretionary services requested for all residents of the County.
- Executive Session dismissed for Public Meeting. Reference Richard Kehm and Maintenance. Questions were asked about prepping the arena. The people using the arena, questions asked as to why they were using the arena for free and not having a schedule. Discussion about trimming alleyways keeping debris out for Propane trucks, emergency vehicles. Richard is maintaining all that was questioned. Discussion about possibly hiring more people for maintenance. Richard would still like to be around part time after he retires. On 3rd street between Main and West some trees need trimmed. Richard offered anything that may be needed, just to let him know and he would do. There were complaints about people using the arena, who were complaining about the arena not being worked and not offering anything to the Town for the use of it.

Meeting Adjourned:

Motion:

At 8:19 pm, Steve Intermill made a motion to adjourn, Traci Colbeck seconded, all in favor, none opposed, motion carried.

Mayor

Attest: Town Clerk

SEAL

5:35 PM

09/10/26

Accrual Basis

Town of Sedgwick
Trial Balance
As of August 31, 2026

	Aug 31, 26	
	Debit	Credit
1021 · Cash on Hand	87.09	
1022 · Points West Bank Checking	651,841.86	
1029 · Savings:1030 · Points West:1031 · 9240	26,793.54	
1029 · Savings:1034 · Cash in Savings - Lottery	15,641.22	
1029 · Savings:1050 · Equitable Savings:1051 · 05-4505160	41,626.67	
1070 · COLOTRUST:1071 · General Fund #2 - Water Plus	1,323,705.46	
1070 · COLOTRUST:1072 · General Fund #4 - General Plus	1,569,048.08	
1070 · COLOTRUST:1073 · General Fund #3 - CIP Plus	1,491,249.06	
1070 · COLOTRUST:1074 · General Fund #1 - Sewer CIP	624,596.26	
1081 · Cash - County Treasurer	238.98	
TOTAL	5,744,828.22	0.00

Town of Sedgwick

Profit & Loss

August 2026

	Aug 26
Ordinary Income/Expense	
Income	
4382 - Harvest Festival	2,000.00
4122 - Current Property Taxes	337.91
4132 - Delinquent Property Taxes	2.34
4142 - Specific Ownership Taxes	232.24
4152 - Interest on Taxes	11.10
4172 - Sales Tax	4,025.00
4212 - Cigarette Tax	14.87
4222 - Road and Bridge	52.17
4232 - Motor Vehicle	199.21
4242 - Mineral leasing	0.00
4300 - Utilities Clearing	-164.10
4323 - Water Sales	7,220.75
4333 - Sewer Sales	4,451.00
4386 - Trash Collections	2,656.75
4392 - Other Income	
4392.1 - Occupation Tax	40,469.59
4392.2 - Excise Tax	833.79
4392.3 - State of Colorado	9,149.40
4392.4 - Lodging Tax	120.00
4392 - Other Income - Other	100.00
Total 4392 - Other Income	50,672.78
4412 - Highway Use Tax	1,423.94
4422 - License Fees	500.00
4802 - Interest Income	16,318.43
7353 - Grant-Sewer Project	246,003.23
Total Income	335,957.62
Gross Profit	335,957.62
Expense	
6002 - County Treasurer's Fees	11.53
6032 - Office Expense - GG	1,312.45
6042 - Professional Services - GG	109,528.00
6062 - Supplies and Maintenance - GG	197.00
6072 - Telephone - GG	282.60
6092 - Miscellaneous - GG	387.50
6102 - Utilities - TH - GG	0.00
6232 - Pest and Weed Control	0.00
6262 - Harvest Festival	1,931.95
6462 - Supplies and Maintenance Park	2,672.28
6492 - Miscellaneous - Park	832.50
7063 - Supplies & Maintenance - Water	3,041.77
7163 - Supplies and Maintenance - Sewer	0.00
7346 - Landfill - Trash	686.16
7703 - Capital Outlay	
7703.2 - New Sewer System	138,757.73
Total 7703 - Capital Outlay	138,757.73
7800 - Salaries Clearing	
7806 - Salary-Ed Smith Jr.	1,046.04
7809 - Salary-Richard M Kehm	8,693.08
7820 - Salary - Kim E Quayle	7,566.10
7800 - Salaries Clearing - Other	1,753.09
Total 7800 - Salaries Clearing	19,058.31
7990 - Supplies and Maint. - Clearing	518.07
7994 - Utilities - Clearing	107.37
7995 - Payroll Taxes - Clearing	-5,490.46
Total Expense	273,834.76
Net Ordinary Income	62,122.86

5:37 PM
09/10/26
Accrual Basis

Town of Sedgwick
Profit & Loss
August 2026

	<u>Aug 26</u>
Other Income/Expense	
Other Expense	
7896 - Insurance Clearing	1,349.19
Total Other Expense	<u>1,349.19</u>
Net Other Income	<u>-1,349.19</u>
Net Income	<u><u>60,773.67</u></u>

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Town of Sedgwick

Check Detail

August 10 through September 14, 2026

Num	Name	Memo	Account	Paid Amount
	Points West Community ...	Wire Transfer Fee from CWRPDA Loan #2	1022 · Points West Bank Ch...	
		Wire Transfer Fee from CWRPDA Loan #2 Final	6092 · Miscellaneous - GG	-20.00
TOTAL				-20.00
	Aflac	Auto Deduction for August 5th 2026	1022 · Points West Bank Ch...	
507151		Auto Deduction, Aug 5 2026 Town Employees reimburse this amount p...	7800 · Salaries Clearing	-373.24
TOTAL				-373.24
	IRS	Auto Withdrawal for July Payroll Taxes 2026	1022 · Points West Bank Ch...	
		Payroll Taxes for July 2026 (Auto Withdrawal) 270662485950419	7995 · Payroll Taxes - Clearing	-1,945.18
TOTAL				-1,945.18
14103	UnderTree Entertainment	Harvest Festival 2026	1022 · Points West Bank Ch...	
20260...		Movie in the park 2026	6262 · Harvest Festival	-200.00
		DJ Music for the day 2026	6262 · Harvest Festival	-1,500.00
TOTAL				-1,700.00
14105	Concrete Graphics, Inc	Pay request #2	1022 · Points West Bank Ch...	
Req #2		Pay Request #2 Fencing Requirements for Sewer Project	6042 · Professional Services ...	-107,245.50
TOTAL				-107,245.50
14106	GMS	GMS Draw Request #15 July 10, 2026	1022 · Points West Bank Ch...	
Req #19		Phase .200 Funding Administration. GMS Invoice #19 July 2026	7703.2 · New Sewer System	-3,779.15
		Phase .500 /Construction Observations	7703.2 · New Sewer System	-18,232.85
TOTAL				-22,012.00
14107	Native Sun Construction	Rail Pros for Union Pacific for Sewer Project	1022 · Points West Bank Ch...	
Rail P...		Native Sun for Town Sewer Project to pay Rail Pros for Flagging Union...	7703.2 · New Sewer System	-21,846.72
TOTAL				-21,846.72
14108	Native Sun Construction	Draw #9 2026 Sewer Project	1022 · Points West Bank Ch...	
Req #9		9th Payment for Native Sun for Town Sewer Project	7703.2 · New Sewer System	-94,899.01
TOTAL				-94,899.01
14109	CIRSA	Quarterly invoice WINV1001357 WC	1022 · Points West Bank Ch...	
WINV...		Workers' Compensation Coverage 3rd Quarter 2026	7896 · Insurance Clearing	-1,349.19
TOTAL				-1,349.19
14110	Jeffrey Vidal	Tree Trim and Removal and Cleanup at Small Town Park	1022 · Points West Bank Ch...	
Tree ...		Tree Trim and Removal and Cleanup at Small Town Park	6042 · Professional Services ...	-775.00
TOTAL				-775.00
14113	Edward D Smith	Payroll August 1-31, 2026	1022 · Points West Bank Ch...	
		Salary	7806 · Salary-Ed Smith Jr.	-469.96
		Social Security	7995 · Payroll Taxes - Clearing	
		Medicare	7995 · Payroll Taxes - Clearing	
		Federal	7995 · Payroll Taxes - Clearing	
		Colorado	7995 · Payroll Taxes - Clearing	
TOTAL				-425.01

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Town of Sedgwick
Check Detail
August 10 through September 14, 2026

Num	Name	Memo	Account	Paid Amount
14114	Richard M. Kehm	Payroll August 1-31, 2026	1022 - Points West Bank Ch...	
		Gross Payroll	7809 - Salary-Richard M Kehm	-4,346.54
		Social Security	7995 - Payroll Taxes - Clearing	
		Medicare	7995 - Payroll Taxes - Clearing	
		Federal	7995 - Payroll Taxes - Clearing	
		Colorado W/H	7995 - Payroll Taxes - Clearing	
		AFLAC	7995 - Payroll Taxes - Clearing	
TOTAL				-3,508.38
14115	Kim E. Quayle	Payroll August 1-31, 2026	1022 - Points West Bank Ch...	
		Payroll	7820 - Salary - Kim E Quayle	-3,594.15
		Social Security	7995 - Payroll Taxes - Clearing	
		Medicare	7995 - Payroll Taxes - Clearing	
		Federal	7995 - Payroll Taxes - Clearing	
		Colorado	7995 - Payroll Taxes - Clearing	
		AFLAC to include dental	7995 - Payroll Taxes - Clearing	
		14.00 vision, 993.00 Medical	7995 - Payroll Taxes - Clearing	
TOTAL				-1,872.93
14116	Joshua Hammons	Payroll August 1-31, 2026	1022 - Points West Bank Ch...	
		Gross Payroll	7800 - Salaries Clearing	-848.96
		Social Security	7995 - Payroll Taxes - Clearing	
		Medicare Tax	7995 - Payroll Taxes - Clearing	
		Federal	7995 - Payroll Taxes - Clearing	
		Colorado	7995 - Payroll Taxes - Clearing	
TOTAL				-753.01
14117	CenturyLink	334021765	1022 - Points West Bank Ch...	
Aug 26		Phone lines and Fax line August 2026	6072 - Telephone - GG	-282.60
TOTAL				-282.60
14118	Marick's Waste Disposal	Porta Potty Cleaning August 2026	1022 - Points West Bank Ch...	
33658...		Radiator replace	6462 - Supplies and Mainten...	-1,465.15
		Parts	6462 - Supplies and Mainten...	-87.13
		Labor	6462 - Supplies and Mainten...	-660.00
		Porta Potty Clean once a week during summer August 2026	6462 - Supplies and Mainten...	-480.00
TOTAL				-2,672.28
14119	Points West Cardmember...	August 2026	1022 - Points West Bank Ch...	
Augus...		WIX, ZOOM & Carbonite annual subscriptions	6032 - Office Expense - GG	-467.36
		Spray Paint / locate materials	6062 - Supplies and Mainten...	-94.65
TOTAL				-562.01
14120	SINGLEPOINT LLC	New Sharp BP Copier Rental/Loan August 2026	1022 - Points West Bank Ch...	
20793...		New Copier Monthly Payment Invoice August 2026 #20793887	7990 - Supplies and Maint. - ...	-115.00
TOTAL				-115.00
14121	Danny Ramirez	Harvest Festival 2026 B and Hillbilly Demons	1022 - Points West Bank Ch...	
	Danny Ramirez	Harvest Festival 2026 B and Hillbilly Demons	20000 - Accounts Payable	-2,100.00
TOTAL				-2,100.00
14122	Rebecca Lucero	Goat Roping People for Harvest fest 2026	1022 - Points West Bank Ch...	
	Rebecca Lucero	Goat Roping People for Harvest fest 2026	20000 - Accounts Payable	-250.00
TOTAL				-250.00

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Town of Sedgwick

Check Detail

August 10 through September 14, 2026

Num	Name	Memo	Account	Paid Amount
14123	Donald Miller	Reimburse by Town for accidental broken window to Resident vehi...	1022 · Points West Bank Ch...	
Windo...		Reimbursement for Accidental vehicle Broken Window by Maintenance ...	6092 · Miscellaneous - GG	-294.00
TOTAL				-294.00
14124	AC-DC Water Works LLC	ORC Services July 26	1022 · Points West Bank Ch...	
Augus...		ORC Monthly Contract Services May 2026	7063 · Supplies & Maintenanc...	-400.00
		mileage at .72.5 per mile, Fence and locates, TCB S ample, Board Mee...	7063 · Supplies & Maintenanc...	-1,245.78
TOTAL				-1,645.78
14125	Aflac Dental and Vision	Aflac D & V reimbursed by Kim and Sam Paychecks August 2026	1022 · Points West Bank Ch...	
20260...		Dental deducted and reimbursed to Town from Kim and Samantha pay ...	7800 · Salaries Clearing	-161.29
TOTAL				-161.29
14126	Allison Kuhlman	Harvest Festival 2026 Street Decorations Reimbursement	1022 · Points West Bank Ch...	
Harv F...		Reimbursement for town light pole decorations for Harvest Festival 2026	6262 · Harvest Festival	-231.95
TOTAL				-231.95
14127	CEBT	Health Insurance October 2026 Inv 0085814	1022 · Points West Bank Ch...	
2026-10		Employee Health Insurance October 2026 INV# 0085814	6052 · Insurance and Bonds -...	-3,885.16
TOTAL				-3,885.16
14128	Colorado Rural Water	Annual Membership	1022 · Points West Bank Ch...	
4670		Annual Membership 2026	7093 · Miscellaneous - Water	-215.00
TOTAL				-215.00
14129	Helena		1022 · Points West Bank Ch...	
25691...		Showdown 2- 2.5gals EPA / PCP Reg. Num 71368-126	6062 · Supplies and Mainten...	-102.35
TOTAL				-102.35
14130	Highline Electric Ass'n	June 2026 Electric	1022 · Points West Bank Ch...	
Augus...		Water Pump -66552	7073 · Utilities - Water	-462.45
		New Shop - 8280879	7994 · Utilities - Clearing	-61.55
		New Town - 822186	6102 · Utilities - TH - GG	-211.58
		Museum - 8426371	6102 · Utilities - TH - GG	-14.98
		Pump #2 - 40915	7073 · Utilities - Water	-118.25
		Street Lights -41680	6142 · Street Lighting	-227.18
		Sewer - 62657	7173 · Utilities - Sewer	-77.16
		Rodeo Grounds 8450382	6102 · Utilities - TH - GG	-258.32
		Community Center 8452780	6102 · Utilities - TH - GG	-102.15
		New Sewer Lagoon 8483701	7173 · Utilities - Sewer	-28.30
TOTAL				-1,561.92
14131	IDEAL Linens & Uniform	August 2026	1022 · Points West Bank Ch...	
11334...		Community center Linens, mop heads and rugs for Community Center ...	7990 · Supplies and Maint. - ...	-251.59
TOTAL				-251.59
14132	Journal Office	Inv 142135 July 2026	1022 · Points West Bank Ch...	
143083		Copy machine copy fees August 2026	6032 · Office Expense - GG	-40.19
TOTAL				-40.19

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Town of Sedgwick

Check Detail

August 10 through September 14, 2026

Num	Name	Memo	Account	Paid Amount
14133	Julesburg Family Market	Account# 8814 August 2026	1022 · Points West Bank Ch...	
Aug 2...		Mouse Traps	6062 · Supplies and Mainten...	-15.32
		Shelf & Deck Screws	6062 · Supplies and Mainten...	-87.73
		Water, hardware, paper towels	6062 · Supplies and Mainten...	-88.15
TOTAL				-171.20
14134	Kelly, P.C.	Muni Attorney Fees August 2026	1022 · Points West Bank Ch...	
9.1.26		Board Meeting 8.10.26 & Packet Review	6042 · Professional Services ...	-585.00
		Review, Responses and preparation re: SCSO IGA processes	6042 · Professional Services ...	-922.50
TOTAL				-1,507.50
14135	Marick's Waste Disposal	Porta Potty Cleaning Harvest Festival Setup 2026	1022 · Points West Bank Ch...	
33828		Harvest Festival Set up	6462 · Supplies and Mainten...	-1,770.00
		Porta Potty Clean once a week during 9/2/26	6462 · Supplies and Mainten...	-120.00
TOTAL				-1,890.00
14136	Northeast colorado health...	Bacteria Test August 2026	1022 · Points West Bank Ch...	
2026-8		Water Bacteria Test 2026-8	7063 · Supplies & Maintenan...	-22.50
TOTAL				-22.50
14137	S & W Auto Supply	July 2026 Statement	1022 · Points West Bank Ch...	
Augus...		inv 479758 Oil	7990 · Supplies and Maint. - ...	-30.98
		Inv 479253 Air Filter	7990 · Supplies and Maint. - ...	-23.49
		Inv 478414 Core Deposit, oil filt air filt 15w40 oil	7990 · Supplies and Maint. - ...	-371.47
		Inv 478415 Oil	7990 · Supplies and Maint. - ...	-30.98
TOTAL				-456.92
14138	Sapp Bros. Petroleum	Petroleum, Tank Rent, 6.26.26	1022 · Points West Bank Ch...	
51052...		2026-2027 Winter Propane Contract Inclusion of End of Sept Contract	7994 · Utilities - Clearing	-53.52
TOTAL				-53.52
14139	Sedgwick County Sales	Landfill Fees July & Part Aug 2026	1022 · Points West Bank Ch...	
Augus...		Landfill Fees July and Part Aug 2026	7346 · Landfill - Trash	-686.16
TOTAL				-686.16
14140	SGS - Accutest Mountain ...	water testing 8.2026	1022 · Points West Bank Ch...	
52160...		Water testing - Bis(2-ethylhexyl)phthalate	7063 · Supplies & Maintenan...	-367.00
		Water testing -EDD Formatting	7063 · Supplies & Maintenan...	-28.00
		Water testing -Disposal Fee 2 samples @ \$5	7063 · Supplies & Maintenan...	-12.00
		Water testing - Trihalomethanes	7063 · Supplies & Maintenan...	-80.00
TOTAL				-487.00
14141	Sterling Trophy Shop	Honored Citizens - Harvest Fest 2026	1022 · Points West Bank Ch...	
003096		Honored Citizens plaques for Jerry & Vernetta Haynes at Harvest Fest ...	6032 · Office Expense - GG	-105.25
TOTAL				-105.25
14142	Town of Julesburg	USPS Services	1022 · Points West Bank Ch...	
532669		UPS Shipping of additional water sample	7063 · Supplies & Maintenan...	-72.54
TOTAL				-72.54
14143	UNCC (CO811)	Tickets Issued Fees August 2026 inv 226081274	1022 · Points West Bank Ch...	
22608...		Positive Response Re-Notifications August 26 inv 226081274	6092 · Miscellaneous - GG	-73.50
TOTAL				-73.50

8:47 AM

09/11/26

Town of Sedgwick
Check Detail
August 10 through September 14, 2026

Num	Name	Memo	Account	Paid Amount
14144	Usa Blue Book	Inv 01121573	1022 - Points West Bank Ch...	
INV01...		HDPE Discharge tubing 100ft rl	7083 - Supplies & Maintenan...	-72.95
TOTAL				-72.95
14145	Van Diest Supply Company	Blomist	1022 - Points West Bank Ch...	
82385		BioMist additive 30638	6492 - Miscellaneous - Park	-832.50
TOTAL				-832.50

Saturday Aug, 01 2026 - Monday Aug, 31 2026

Users Processed	4	Total Fixed Pay	\$7,940.69
Standard Hours	166.21	Total Variable Pay	\$0.00
Overtime 1.5x Hours	15.53	Total Payroll	\$7,940.69
Overtime 2.0x Hours	0.00		
Sick Hours	4.25	Total of All Hours	367.63
Vacation Hours	0.00	Total Deducted Hours	0.00
Holiday Hours	0.00	Total Payable Hours	367.63
Unpayable/Salaried Hours	181.64		

Rounding Interval Applied —
 Total Records Processed 41
 Records Crossing Dateline —
 Records Qualifying for Shift Differential —
 Records Exceeding Hours Threshold —

	Total Hours	Deduct	1.0x	1.5x	2.0x	SIC	VAC	HOL	UnP/Sal	Ⓢ	Fixed Pay
Kehn, Richard	181.64								181.64	—	\$4,346.54
	Total Hours	Deduct	1.0x	1.5x	2.0x	SIC	VAC	HOL	UnP/Sal	Ⓢ	Fixed Pay
Owens, Samantha	0.00									—	\$0.00
	Total Hours	Deduct	1.0x	1.5x	2.0x	SIC	VAC	HOL	UnP/Sal	Ⓢ	Fixed Pay
Quayle, Kim	185.99		166.21	15.53		4.25				x	\$3,594.15
	Total Hours	Deduct	1.0x	1.5x	2.0x	SIC	VAC	HOL	UnP/Sal	Ⓢ	Fixed Pay
Sanchez, Eduardo	0.00									—	\$0.00

Legend

- Ⓢ View Details/Notes
- Ⓢ User Signed
- Ⓢ Approved
- x One or more records not signed/approved
- N/A

Edward D. Smith Jr 31 hrs x 15.16 = \$469.90
 Joshua Hommons 56 hrs x 15.16 = \$848.96

TOWN OF SEDGWICK

29 Main Avenue/ PO Box 27
Sedgwick, Colorado 80749
Phone 970-463-8814
Fax 970-463-5537



Incorporated 1918

Dear Donald Miller
Reference Jeep Passenger Window Break

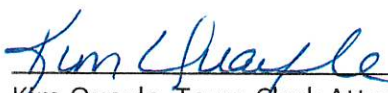
August 18th, 2026

Thank you for bringing it to the attention of the Town of Sedgwick. An incident occurred today 8/18/26, of one of our seasonal employees using The Town of Sedgwick's "Weed Eater" at The Town's Park Location on the corner of 2nd St. and Main Ave., and in doing so, **accidentally** threw debris, "small rocks" hitting and shattering your passenger window out of your Jeep that was parked on the street in front of the Park.

The Town of Sedgwick per Colorado State Law would be exempt of this liability, however it would still be lawful and neighborly per our CIRSA Insurance to have you get the glass repaired/replaced and The Town of Sedgwick would reimburse you %100 of the cost of the replacement of your window on your Jeep with copies of your receipts for the replacement and repair.

With our sincere apology of this incident, If you agree with this transaction, please sign below and The Town Clerk and Mayor will witness this signature with the Town Seal.


Donald Miller


Kim Quayle, Town Clerk Attest


Mayor Dora Devie



INTERGOVERNMENTAL AGREEMENT

FOR THE PRESERVATION OF DISCRETIONARY LAW ENFORCEMENT SERVICES

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of September 2026, by and between the Board of County Commissioners of Sedgwick County, Colorado ("County"), on behalf of Sedgwick County, and the Sedgwick County Sheriff's Office, acting through the duly elected Sheriff ("Sheriff"), and the Town of Sedgwick, Colorado, a Colorado municipal corporation ("Town"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-201, et seq., Colorado Revised Statutes, authorize and encourage intergovernmental cooperation between local governmental entities for the efficient provision of governmental services; and

WHEREAS, Section 30-11-410, C.R.S., authorizes the Board of County Commissioners to enter into agreements for the provision of law enforcement services; and

WHEREAS, the Sheriff is the duly elected Sheriff of Sedgwick County and is responsible for performing all duties imposed upon that office by the Constitution and laws of the State of Colorado; and

WHEREAS, Sedgwick County remains legally responsible for funding and operating the Sedgwick County Sheriff's Office; and

WHEREAS, the Town does not have its own municipal police force and has determined it is in the best interests of the Town to partner with the Sheriff to preserve discretionary law enforcement services historically provided within the Town beyond the Sheriff's minimum statutory obligations; and

WHEREAS, the Sheriff desires to continue providing those discretionary services while maintaining sole authority over law enforcement operations, personnel, deployment, scheduling, and operational priorities; and

WHEREAS, the Parties recognize that preserving proactive law enforcement services benefits the citizens of Sedgwick by promoting public safety, crime prevention, and community policing; and

WHEREAS, the Parties desire to establish the terms and conditions under which the Town shall provide financial support to preserve discretionary law enforcement services within the Town.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

2026 IGA

The purpose of this Agreement is to preserve discretionary law enforcement services provided by the Sedgwick County Sheriff's Office within the Town of Sedgwick through a cooperative partnership between the Town and Sedgwick County.

The Parties acknowledge that this Agreement is intended to preserve proactive and discretionary law enforcement services beyond the minimum statutory obligations of the Sheriff's Office and shall not be construed as transferring the County's statutory responsibility to fund and operate the Sheriff's Office beyond the County's obligations pursuant to this Agreement.

Nothing contained herein shall be construed as creating a municipal police department, requiring the Sheriff to enforce municipal ordinances or municipal code provisions, or limiting the Sheriff's independent constitutional and statutory authority over law enforcement operations within Sedgwick County.

2. TERM

This Agreement shall become effective on September 16, 2026, and shall remain in full force and effect through December 31, 2026, unless terminated sooner by either Party pursuant to the provisions of this Agreement.

This Agreement shall not automatically renew. Any continuation of discretionary law enforcement services beyond December 31, 2026, shall be subject to a subsequent written agreement between the Parties.

3. SERVICES PROVIDED

The Sheriff's Office shall continue providing discretionary law enforcement services within the Town of Sedgwick as staffing levels, operational priorities, emergency incidents, and available resources permit.

Discretionary law enforcement services contemplated by this Agreement may include, but are not limited to:

- Proactive patrol;
- Traffic enforcement;
- Suspicious activity investigations;
- Welfare checks;
- Business security checks;
- Residential security checks;
- Directed patrol;
- Community policing;
- Citizen assistance;

- Follow-up investigations;
- Minor property crime investigations;
- Extra patrol requests; and
- Other discretionary law enforcement services deemed appropriate by the Sheriff.

The Parties acknowledge that these services exceed the minimum statutory obligations of the Sheriff's Office and are intended to preserve the proactive, discretionary law enforcement presence historically provided within the Town.

Nothing contained herein shall obligate the Sheriff's Office to provide any specific staffing level, number of deputies, patrol schedule, response time, or continuous law enforcement coverage.

The Sheriff/Undersheriff/Acting Sheriff shall retain sole authority regarding deployment of personnel, scheduling, staffing, patrol assignments, investigative priorities, emergency response, supervision, discipline, and all other operational decisions necessary for the administration of the Sedgwick County Sheriff's Office.

The Sheriff's Office shall provide the equipment, training, uniforms, vehicles, and other supplies necessary for its personnel to perform law enforcement services within the Town.

The Sheriff/Undersheriff/Acting Sheriff will provide written reports to the Town of law enforcement activity in the Town on a quarterly basis. In addition, at the request of the Mayor and/or Town Clerk, the Sheriff/Undersheriff/Acting Sheriff shall provide oral reports to the Board of Trustees at the Board's regular meeting on a biannual basis.

4. COMPENSATION

For the period beginning September 16, 2026, and ending December 31, 2026, the Town shall pay the County Five Thousand Dollars (\$5,000.00) for the discretionary law enforcement services provided pursuant to this Agreement.

The full payment of \$5,000.00 shall be due and payable to Sedgwick County on September 16, 2026.

If the payment is due on a day that is not a business day, the payment shall be due on the next business day.

All payments shall be made payable to Sedgwick County and remitted in accordance with payment instructions provided by the County.

5. ALLOCATION AND USE OF PARTNERSHIP FUNDS

The Parties acknowledge that the purpose of this Agreement is to preserve discretionary law enforcement services provided by the Sedgwick County Sheriff's Office within the Town of Sedgwick.

Accordingly, all funds paid by the Town pursuant to this Agreement shall be allocated exclusively to the Sedgwick County Sheriff's Office. Such funds shall not be transferred, reallocated, appropriated, or otherwise used for the benefit of any other County department, office, agency, program, or purpose.

The Sheriff/Undersheriff/Acting Sheriff shall retain sole authority to determine the appropriate expenditure of funds received pursuant to this Agreement, provided such expenditures are made solely for the operation, maintenance, enhancement, or preservation of the Sedgwick County Sheriff's Office and remain consistent with the purposes of this Agreement.

Nothing contained herein shall limit the Board of County Commissioners' authority to adopt annual budgets or appropriate County funds as otherwise required by Colorado law; however, the Parties expressly intend that all revenues received from the Town under this Agreement remain dedicated exclusively to the Sedgwick County Sheriff's Office.

6. EXTRAORDINARY INCIDENTS

The compensation provided under this Agreement is intended to compensate the County for the routine discretionary law enforcement services contemplated herein. The Parties acknowledge that unforeseen major incidents may occur within the Town that require the Sheriff's Office to commit personnel, equipment, or other resources substantially beyond those reasonably anticipated under this Agreement.

In the event of an unforeseen major incident occurring within the Town that requires the Sheriff's Office to incur extraordinary expenses, including but not limited to excessive overtime, the recall of off-duty personnel, the utilization of specialized personnel or equipment, mutual aid resources, prolonged incident management, or other extraordinary operational costs, the Town agrees to reimburse the County for the actual and reasonable costs incurred in responding to such incident within the Town.

Routine requests for additional law enforcement services by the Town shall not, by themselves, constitute an extraordinary incident or create an obligation for reimbursement under this Section. Reimbursement shall apply when an unforeseen major incident requires extraordinary resources or expenses beyond those reasonably contemplated by the compensation provided under this Agreement. The Sheriff's Office will confer with the Town's Mayor in advance, whenever possible, in situations where this section may be triggered, and shall periodically confer with the Town's Mayor during the Sheriff's Office response within the Town.

The Sheriff's Office shall provide the Town with an itemized accounting of such extraordinary expenses as soon as reasonably practicable following the conclusion of the incident. The Town shall reimburse the County for such costs within thirty (30) days of receipt of the invoice unless otherwise agreed by the Parties.

Nothing contained herein shall delay or otherwise limit the Sheriff's Office's immediate response to any emergency or critical incident requiring law enforcement action. The Sheriff's Office's first obligation shall remain the protection of life, property, and public safety.

7. FAILURE TO APPROPRIATE

The Parties acknowledge that appropriations are subject to the budgetary authority of their respective governing bodies.

If either Party fails to appropriate funds necessary to perform its obligations under this Agreement, that Party shall provide written notice to the other Party as soon as reasonably practicable.

Should the Town fail to timely remit the payment required by this Agreement, the Sheriff's Office may discontinue discretionary law enforcement services provided pursuant to this Agreement upon thirty (30) days' written notice. Nothing contained herein shall relieve the Sheriff's Office of the statutory duties otherwise required by Colorado law.

8. INSURANCE

Each Party shall maintain insurance coverage or self-insurance as required by Colorado law for its respective operations.

Nothing contained herein shall be construed as creating any obligation for either Party to obtain insurance beyond that required by law.

9. GOVERNMENTAL IMMUNITY

Nothing contained in this Agreement shall be construed as a waiver of the protections, immunities, defenses, or limitations of liability afforded to either Party under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or any other applicable law.

10. INDEMNIFICATION AND DEFENSE

To the extent permitted by Colorado law, each Party shall be responsible for claims, damages, losses, liabilities, and expenses arising from the negligent acts or omissions of its own officers, employees, agents, or representatives in connection with the performance of this Agreement.

Nothing in this Section shall be construed to require either Party to indemnify, defend, or hold harmless the other Party for any claim or liability arising from the other Party's own negligent acts or omissions, nor shall this Section be construed as a waiver or limitation of any immunity, defense, limitation of liability, or protection available to either Party under the Colorado Governmental Immunity Act or other applicable law.

Each Party shall be responsible for providing its own defense and legal representation for claims arising from the acts or omissions of its officers, employees, agents, or representatives, subject to applicable law and any available insurance or self-insurance.

11. EMPLOYEES; RECORDS; COMPLAINT

Employees of the Sedgwick County Sheriff's Office shall remain employees of Sedgwick County for all purposes. The County shall continue to be responsible for administering all wages, withholdings, pension, worker's compensation, unemployment benefits, and any and all dental, medical, and life insurance, any and all benefit plans, and all other costs and expenses of such personnel.

Nothing contained in this Agreement shall be construed as creating an employer-employee relationship between the Town and any employee of the Sheriff's Office.

The Town shall exercise no supervision or control over Sheriff's Office personnel.

The Sheriff's Office, upon request, shall make available a copy of the Sheriff's Office policies and procedures to the Town.

The Sheriff's Office will maintain records relating to criminal complaints, arrests, and other official law enforcement actions taken by Sheriff's Office personnel under this Agreement in the Sheriff's Office records management system, and in accordance with applicable records retention policies. During and after the termination of this Agreement, the Town may request records created and maintained pursuant to this Agreement from the Sheriff's Office which the Sheriff's Office will timely provide unless otherwise required or permitted by law to withhold at no charge and for legitimate Town law enforcement and legal records disclosure requirement purposes.

Any complaints of violation of law or policy by Sheriff's Office personnel will be made to the Sheriff's Office in compliance with the Sheriff's Office policy and procedure for complaint investigations. The Sheriff's Office shall inform the Town in writing when a "founded" complaint is received against an officer assigned to or providing services within the Town, including the name of the officer complained against and the law or policy violated. The Sheriff's Office, shall also notify the Town of the final disposition of any such complaint after the completion of internal investigations, and completion of any disciplinary action that may need to be taken, in compliance with policy, federal and state laws. For purposes of this section, a "founded" complaint shall be defined as a complaint in which a supervisor determines that further action and investigation is warranted.

12. INDEPENDENT AUTHORITY OF THE SHERIFF

Nothing contained in this Agreement shall impair, limit, or interfere with the constitutional and statutory authority of the elected Sheriff of Sedgwick County.

The Sheriff/Undersheriff/Acting Sheriff shall retain exclusive authority regarding personnel decisions, law enforcement priorities, operational policies, investigations, deployment of personnel, scheduling, training, discipline, supervision, and all other matters relating to the administration and operation of the Sedgwick County Sheriff's Office.

The Town acknowledges that operational decisions shall remain solely within the discretion of the Sheriff's Office.

13. NOTICES

Any notice, demand, request, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed properly given when personally delivered, deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service addressed as follows:

Town of Sedgwick:

Town Clerk
Town of Sedgwick
29 Main Avenue
Sedgwick, Colorado 80749

Sedgwick County:

Sedgwick County Sheriff's Office
315 Cedar Street
Julesburg, Colorado 80737

Any Party may change its address for notice by providing written notice to the other Party in accordance with this Section.

14. AMENDMENT

This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties.

No verbal agreement or course of conduct shall be deemed to modify any provision of this Agreement.

15. NON-ASSIGNMENT

Neither Party may assign, transfer, or delegate its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other Party, except as otherwise permitted by law.

16. NO WAIVER

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce that provision or any other provision of this Agreement in the future. No waiver shall be effective unless made in writing by an authorized representative of the Party granting the waiver.

17. TERMINATION

Either Party may terminate this Agreement without cause by providing written notice to the other Party. Such notice shall be effective thirty (30) days after receipt of such notice.

Termination shall not relieve either Party of any financial obligations accrued prior to the effective date of termination.

Upon termination, the Sheriff's Office shall continue performing all statutory law enforcement duties required by Colorado law; however, the County shall have no obligation to continue providing discretionary law enforcement services contemplated by this Agreement beyond the effective date of termination.

18. RENEWAL

This Agreement shall expire automatically on December 31, 2026, unless the Parties enter into a subsequent written agreement for the continuation of discretionary law enforcement services.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, representations, understandings, and agreements, whether written or oral.

20. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed as creating any rights or benefits in favor of any person or entity not a Party to this Agreement.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Venue for any action arising under this Agreement shall lie exclusively in the District Court for Sedgwick County, Colorado, unless otherwise required by law.

23. AUTHORITY TO EXECUTE

Each Party represents and warrants that it has the legal authority to enter into this Agreement and that the individual executing this Agreement on behalf of such Party is duly authorized to execute and bind the Party to the terms and conditions contained herein.

24. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Electronic signatures shall be deemed original signatures for all purposes.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the dates set forth below.

BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, COLORADO

By: _____

John Fryar

Chair, Board of County Commissioners

Date: _____

SEDGWICK COUNTY SHERIFF'S OFFICE

By: _____

Sheriff Koby Quayle

Sheriff, Sedgwick County

Date: _____

TOWN OF SEDGWICK, COLORADO

By: _____

Dora Devie, Mayor

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING THE 2026 INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF DISCRETIONARY LAW ENFORCEMENT SERVICES

WHEREAS, an Intergovernmental Agreement for the Provision of Discretionary Law Enforcement Services has been proposed between the Town of Sedgwick, Sedgwick County and the Sedgwick County Sheriff's Office for the provision of law enforcement services between September 16, 2026 to December 31, 2026; and

WHEREAS, by this resolution the Town Board desires to approve the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SEDGWICK, COLORADO:

Section 1. The 2026 Intergovernmental Agreement for Provision of Discretionary Law Enforcement Services (the "Agreement") between the Town of Sedgwick, Sedgwick County and the Sedgwick County Sheriff's Office is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Agreement and is further authorized to negotiate and approve on behalf of the Town such revisions to the same as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions are not altered.

INTRODUCED, READ, and ADOPTED this 14th day of September, 2026.

TOWN OF SEDGWICK, COLORADO

Dora Devie, Mayor

ATTEST:

Kim Quayle, Town Clerk

Res. 216-8

SEDGWICK COUNTY SHERIFF & TOWN OF **SEDGWICK INTERGOVERNMENTAL** **AGREEMENT**

FOR THE PRESERVATION OF DISCRETIONARY LAW ENFORCEMENT SERVICES

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of September 2026, by and between the Board of County Commissioners of Sedgwick County, Colorado ("County"), on behalf of Sedgwick County, and the Sedgwick County Sheriff's Office, acting through the duly elected Sheriff ("Sheriff"), and the **Town of Sedgwick, Colorado**, a Colorado municipal corporation ("Town"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-201, et seq., Colorado Revised Statutes, authorize and encourage intergovernmental cooperation between local governmental entities for the efficient provision of governmental services; and

WHEREAS, Section 30-11-410, C.R.S., authorizes the Board of County Commissioners to enter into agreements for the provision of law enforcement services; and

WHEREAS, the Sheriff is the duly elected Sheriff of Sedgwick County and is responsible for performing all duties imposed upon that office by the Constitution and laws of the State of Colorado; and

WHEREAS, Sedgwick County remains legally responsible for funding and operating the Sedgwick County Sheriff's Office; and

WHEREAS, the Town does not have its own municipal police force and has determined that it is in the best interests of the Town to partner with the Sheriff to preserve discretionary law enforcement services historically provided within the Town beyond the Sheriff's minimum statutory obligations; and

WHEREAS, the Sheriff desires to continue providing those discretionary services while maintaining sole authority over law enforcement operations, personnel, deployment, scheduling, and operational priorities; and

WHEREAS, the Parties recognize that preserving proactive law enforcement services benefits the citizens of **Sedgwick** by promoting public safety, crime prevention, and community policing; and

WHEREAS, the Parties desire to establish the terms and conditions under which the Town shall provide financial support to preserve discretionary law enforcement services within the Town.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

2027 IGA

The purpose of this Agreement is to preserve discretionary law enforcement services provided by the Sedgwick County Sheriff's Office within the **Town of Sedgwick** through a cooperative partnership between the Town and Sedgwick County.

The Parties acknowledge that this Agreement is intended to preserve proactive and discretionary law enforcement services beyond the minimum statutory obligations of the Sheriff's Office and shall not be construed as transferring the County's statutory responsibility to fund and operate the Sheriff's Office beyond the County's obligations pursuant to this Agreement.

Nothing contained herein shall be construed as creating a municipal police department, requiring the Sheriff to enforce municipal ordinances or municipal code provisions, or limiting the Sheriff's independent constitutional and statutory authority over law enforcement operations within Sedgwick County.

2. TERM

This Agreement shall become effective on January 1, 2027, and shall remain in full force and effect through December 31, 2027, unless terminated sooner by either Party pursuant to the provisions of this Agreement.

Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated by either Party pursuant to the provisions of this Agreement.

3. SERVICES PROVIDED

The Sheriff's Office shall continue providing discretionary law enforcement services within the **Town of Sedgwick** as staffing levels, operational priorities, emergency incidents, and available resources permit.

Discretionary law enforcement services contemplated by this Agreement may include, but are not limited to:

- Proactive patrol;
- Traffic enforcement;
- Suspicious activity investigations;
- Welfare checks;
- Business security checks;
- Residential security checks;
- Directed patrol;
- Community policing;
- Citizen assistance;
- Follow-up investigations;

- Minor property crime investigations;
- Extra patrol requests; and
- Other discretionary law enforcement services deemed appropriate by the Sheriff.

The Parties acknowledge that these services exceed the minimum statutory obligations of the Sheriff's Office and are intended to preserve the proactive, discretionary law enforcement presence historically provided within the Town.

Nothing contained herein shall obligate the Sheriff's Office to provide any specific staffing level, number of deputies, patrol schedule, response time, or continuous law enforcement coverage.

The Sheriff/Undersheriff/Acting Sheriff shall retain sole authority regarding deployment of personnel, scheduling, staffing, patrol assignments, investigative priorities, emergency response, supervision, discipline, and all other operational decisions necessary for the administration of the Sedgwick County Sheriff's Office.

The Sheriff's Office shall provide the equipment, training, uniforms, vehicles, and other supplies necessary for its personnel to perform law enforcement services within the Town.

The Sheriff/Undersheriff/Acting Sheriff will provide written reports to the Town of law enforcement activity in the Town on a quarterly basis. In addition, at the request of the Mayor and/or Town Clerk, the Sheriff/Undersheriff/Acting Sheriff shall provide oral reports to the Board of Trustees at the Board's regular meeting on a biannual basis.

The Town, through its Board of Trustees, may request municipal code enforcement services from the Sheriff's Office for an additional cost determined by the Sheriff's Office and agreed to by the Parties in writing. In such event, the Town is responsible for providing to the Sheriff's Office all required materials and equipment necessary for municipal code enforcement.

4. COMPENSATION

Beginning with calendar year 2027, the Town shall pay the County **Twenty-Five Thousand Dollars (\$25,000.00)** annually for the discretionary law enforcement services provided pursuant to this Agreement.

The following payment schedule shall apply for the annual partnership contribution:

Quarterly Payments: The annual contribution shall be divided into four equal installments of **Six Thousand Two Hundred Fifty Dollars (\$6,250.00)**. Payments shall be due on or before the first Wednesday of January, April, July, and October of each calendar year.

This payment schedule shall remain in effect for the term of this Agreement unless otherwise modified by a written agreement executed by both Parties.

If any payment or other obligation under this Agreement is due on a day that is not a business day, the payment or obligation shall be due on the next business day.

All payments shall be made payable to Sedgwick County and remitted in accordance with payment instructions provided by the County.

5. ALLOCATION AND USE OF PARTNERSHIP FUNDS

The Parties acknowledge that the purpose of this Agreement is to preserve discretionary law enforcement services provided by the Sedgwick County Sheriff's Office within the **Town of Sedgwick**.

Accordingly, all funds paid by the Town pursuant to this Agreement shall be allocated exclusively to the Sedgwick County Sheriff's Office. Such funds shall not be transferred, reallocated, appropriated, or otherwise used for the benefit of any other County department, office, agency, program, or purpose.

The Sheriff/Undersheriff/Acting Sheriff shall retain sole authority to determine the appropriate expenditure of funds received pursuant to this Agreement, provided such expenditures are made solely for the provision of law enforcement services within the Town of Sedgwick and remain consistent with the purposes of this Agreement.

Nothing contained herein shall limit the Board of County Commissioners' authority to adopt annual budgets or appropriate County funds as otherwise required by Colorado law; however, the Parties expressly intend that all revenues received from the Town under this Agreement remain dedicated exclusively to the Sedgwick County Sheriff's Office.

6. EXTRAORDINARY INCIDENTS

The annual compensation provided under this Agreement is intended to compensate the County for the routine discretionary law enforcement services contemplated herein. The Parties acknowledge that unforeseen major incidents may occur within the Town that require the Sheriff's Office to commit personnel, equipment, or other resources substantially beyond those reasonably anticipated under this Agreement.

In the event of an unforeseen major incident occurring within the Town that requires the Sheriff's Office to incur extraordinary expenses, including but not limited to excessive overtime, the recall of off-duty personnel, the utilization of specialized personnel or equipment, mutual aid resources, prolonged incident management, or other extraordinary operational costs, the Town agrees to reimburse the County for the actual and reasonable costs incurred in responding to such incident within the Town.

Routine requests for additional law enforcement services by the Town shall not, by themselves, constitute an extraordinary incident or create an obligation for reimbursement under this Section. Reimbursement shall apply when an unforeseen major incident requires extraordinary resources or expenses beyond those reasonably contemplated by the annual partnership compensation. The Sheriff's Office will confer with the Town's Mayor in advance, whenever possible, in situations where this section may be triggered, and shall periodically confer with the Town's Mayor during the Sheriff's Office response within the Town.

The Sheriff's Office shall provide the Town with an itemized accounting of such extraordinary expenses incurred as a result of its response within the Town as soon as reasonably practicable following the conclusion of the incident. The Town shall reimburse the County for such costs within thirty (30) days of receipt of the invoice unless otherwise agreed by the Parties.

Nothing contained herein shall delay or otherwise limit the Sheriff's Office immediate response to any emergency or critical incident requiring law enforcement action. The Sheriff's Office's first obligation shall remain the protection of life, property, and public safety.

7. FAILURE TO APPROPRIATE

The Parties acknowledge that annual appropriations are subject to the budgetary authority of their respective governing bodies.

If either Party fails to appropriate funds necessary to perform its obligations under this Agreement, that Party shall provide written notice to the other Party as soon as reasonably practicable.

All payment obligations of the Town under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Town. Should the Town fail to appropriate or timely remit the annual payment required by this Agreement, the Sheriff's Office may discontinue discretionary law enforcement services provided pursuant to this Agreement at the end of the quarter during which the non-payment occurs. Nothing contained herein shall relieve the Sheriff's Office of the statutory duties otherwise required by Colorado law.

8. INSURANCE

Each Party shall maintain insurance coverage or self-insurance as required by Colorado law for its respective operations.

Nothing contained herein shall be construed as creating any obligation for either Party to obtain insurance beyond that required by law.

9. GOVERNMENTAL IMMUNITY

Nothing contained in this Agreement shall be construed as a waiver of the protections, immunities, defenses, or limitations of liability afforded to either Party under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, or any other applicable law.

10. INDEMNIFICATION AND DEFENSE

To the extent permitted by Colorado law, each Party shall be responsible for claims, damages, losses, liabilities, and expenses arising from the negligent acts or omissions of its own officers, employees, agents, or representatives in connection with the performance of this Agreement.

Nothing in this Section shall be construed to require either Party to indemnify, defend, or hold harmless the other Party for any claim or liability arising from the other Party's own negligent acts or omissions, nor shall this Section be construed as a waiver or limitation of any immunity, defense, limitation of

liability, or protection available to either Party under the Colorado Governmental Immunity Act or other applicable law.

Each Party shall be responsible for providing its own defense and legal representation for claims arising from the acts or omissions of its officers, employees, agents, or representatives, subject to applicable law and any available insurance or self-insurance.

11. EMPLOYEES; RECORDS; COMPLAINTS.

Employees of the Sedgwick County Sheriff's Office shall remain employees of Sedgwick County for all purposes. The County shall continue to be responsible for administering all wages, withholdings, pension, worker's compensation, unemployment benefits, and any and all dental, medical, and life insurance, any and all benefit plans, and all other costs and expenses of such personnel.

Nothing contained in this Agreement shall be construed as creating an employer-employee relationship between the Town and any employee of the Sheriff's Office.

The Town shall exercise no supervision or control over Sheriff's Office personnel.

The Sheriff's Office, upon request, shall make available a copy of the Sheriff's Office policies and procedures to the Town.

The Sheriff's Office will maintain records relating to criminal complaints, arrests, and other official law enforcement actions taken by Sheriff's Office personnel under this Agreement in the Sheriff's Office records management system, and in accordance with applicable records retention policies. During and after the termination of this Agreement, the Town may request records created and maintained pursuant to this Agreement from the Sheriff's Office which the Sheriff's Office will timely provide unless otherwise required or permitted by law to withhold at no charge and for legitimate Town law enforcement and legal records disclosure requirement purposes.

Any complaints of violation of law or policy by Sheriff's Office personnel will be made to the Sheriff's Office in compliance with the Sheriff's Office policy and procedure for complaint investigations. The Sheriff's Office shall inform the Town in writing when a "founded" complaint is received against an officer assigned to or providing services within the Town, including the name of the officer complained against and the law or policy violated. The Sheriff's Office, shall also notify the Town of the final disposition of any such complaint after the completion of internal investigations, and completion of any disciplinary action that may need to be taken, in compliance with policy, federal and state laws. For purposes of this section, a "founded" complaint shall be defined as a complaint in which a supervisor determines that further action and investigation is warranted.

12. INDEPENDENT AUTHORITY OF THE SHERIFF

Nothing contained in this Agreement shall impair, limit, or interfere with the constitutional and statutory authority of the elected Sheriff of Sedgwick County.

The Sheriff/Undersheriff/Acting Sheriff shall retain exclusive authority regarding personnel decisions, law enforcement priorities, operational policies, investigations, deployment of personnel, scheduling,

training, discipline, supervision, and all other matters relating to the administration and operation of the Sedgwick County Sheriff's Office.

The Town acknowledges that operational decisions shall remain solely within the discretion of the Sheriff's Office.

13. NOTICES

Any notice, demand, request, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed properly given when personally delivered, deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service addressed as follows:

Town of Sedgwick:

Town Clerk
Town of Sedgwick
29 Main Avenue
Sedgwick, Colorado 80749

Sedgwick County:

Sedgwick County Sheriff's Office
315 Cedar Street
Julesburg, Colorado 80737

Any Party may change its address for notice by providing written notice to the other Party in accordance with this Section.

14. AMENDMENT

This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties.

No verbal agreement or course of conduct shall be deemed to modify any provision of this Agreement.

15. NON-ASSIGNMENT

Neither Party may assign, transfer, or delegate its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other Party, except as otherwise permitted by law.

16. NO WAIVER

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce that provision or any other provision of this Agreement in the future. No waiver shall be effective unless made in writing by an authorized representative of the Party granting the waiver.

17. TERMINATION

Either Party may terminate this Agreement without cause by providing written notice to the other Party. Such notice shall be effective at the end of the quarter following that quarter during which such notice is given.

Termination shall not relieve either Party of any financial obligations accrued prior to the effective date of termination.

Upon termination, the Sheriff's Office shall continue performing all statutory law enforcement duties required by Colorado law; however, the County shall have no obligation to continue providing discretionary law enforcement services contemplated by this Agreement beyond the effective date of termination.

18. RENEWAL

Unless terminated pursuant to Section 17, this Agreement shall automatically renew for successive one-year terms under the same terms and conditions.

The Parties agree to periodically review this Agreement and may renegotiate the annual compensation or other provisions by mutual written agreement.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, representations, understandings, and agreements, whether written or oral.

20. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed as creating any rights or benefits in favor of any person or entity not a Party to this Agreement.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Venue for any action arising under this Agreement shall lie exclusively in the District Court for Sedgwick County, Colorado, unless otherwise required by law.

23. AUTHORITY TO EXECUTE

Each Party represents and warrants that it has the legal authority to enter into this Agreement and that the individual executing this Agreement on behalf of such Party is duly authorized to execute and bind the Party to the terms and conditions contained herein.

24. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Electronic signatures shall be deemed original signatures for all purposes.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the dates set forth below.

BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, COLORADO

By: _____

John Fryar

Chair, Board of County Commissioners

Date: _____

SEDGWICK COUNTY SHERIFF'S OFFICE

By: _____

Sheriff Koby Quayle

Sheriff, Sedgwick County

Date: _____

TOWN OF SEDGWICK, COLORADO

By: _____

Dora Devie, Mayor

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING THE 2027 INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF DISCRETIONARY LAW ENFORCEMENT SERVICES

WHEREAS, an Intergovernmental Agreement for the Provision of Discretionary Law Enforcement Services has been proposed between the Town of Sedgwick, Sedgwick County and the Sedgwick County Sheriff's Office for the provision of law enforcement services between January 1, 2027 to December 31, 2027; and

WHEREAS, by this resolution the Town Board desires to approve the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SEDGWICK, COLORADO:

Section 1. The 2027 Intergovernmental Agreement for Provision of Discretionary Law Enforcement Services (the "Agreement") between the Town of Sedgwick, Sedgwick County and the Sedgwick County Sheriff's Office is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Agreement and is further authorized to negotiate and approve on behalf of the Town such revisions to the same as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions are not altered.

INTRODUCED, READ, and ADOPTED this 14th day of September, 2026.

TOWN OF SEDGWICK, COLORADO

Dora Devie, Mayor

ATTEST:

Kim Quayle, Town Clerk

Resol. 26-9