

TOWN OF MANCOS
BOARD of TRUSTEES WORKSHOP
April 10, 2024 6:00 P.M.

Workshop – Noxious Weed Advisory Board Discussion
Town Hall Board Room

Monthly Board Workshops are for Board discussion purposes only. Decisions cannot be made during these sessions. These workshops are open to the public, however public comment will not be accepted.

BOARD of TRUSTEES MEETING

April 10, 2024 7:00 p.m.

AGENDA

- A. Call to Order
- B. Pledge of Allegiance and Moment of Silence
- C. Roll Call
- D. Approval of the Agenda
- E. Approval of the Minutes of March 27, 2024
- F. Arbor Day 2024 Proclamation
- G. Treasurer Report: March Bills & Claims
- H. Audience Business
- I. Announcements
- J. Committee Reports
 - Montezuma County Commissioner Update
 - Student Liaison Update
 - Region 9 Update
- K. Discussion and Action Items
 - 1. Public Hearing: Hand In Hand Shop LLC Liquor License Application
 - 2. Resolution 8 Series 2024: 2024 Dispatch Agreement Renewal
 - 3. Region 9 MOU for IQ Geo Software
- L. *Items for April 24, 2024 Meeting*
 - *Appoint Mayor Pro-Tem*
 - *Re-appoint Town Clerk/Treasurer and Town Marshal*
 - *Resolution TBD Series 2024: Appoint Town Attorney and Renew Contract*
 - *Resolution TBD Series 2024: Appoint Primary & Substitute Municipal Judge*
 - *Second Round 2024 Agency Contribution Applications*
 - *Engineer On Call Contract Renewal*
 - *Contractor On Call Contract Renewal*
- M. Executive Session - For a conference with the Town Attorney for purposes of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b) **regarding Wastewater Treatment Plant Litigation**
- N. Adjournment

TOWN OF MANCOS
BOARD of TRUSTEES MEETING MINUTES
March 27, 2024
7:00 p.m.

- A. CALL TO ORDER:** Mayor Queenie Barz called the meeting to order at 7:00 p.m.
- B. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
- C. ROLL CALL:** Present: Mayor Queenie Barz, Mayor Pro Tem Cindy Simpson, Trustee Richard Tokar, Trustee Nick Manning, Trustee Brent McWhirter, Trustee Ed Hallam, Trustee Janice Bryan and Student Liaison Randi Lewis.
- Absent:** None
- Staff Present: Town Administrator Heather Alvarez, Public Works Director Terry Jennings, Community and Economic Development Director Jason Armstrong, Mancos Marshal Justen Goodall, Town Clerk Jamie Higgins, Town Attorney David Liberman, and Student Liaisons Haylie Higgins and Torie McKinley.
- D. APPROVAL OF THE AGENDA:** Trustee Richard Tokar made the motion to approve the March 27, 2024 agenda. Trustee Brent McWhirter seconds the motion. Motion passed.
- E. APPROVAL OF THE MINUTES:** Trustee Janice Bryan made a motion to approve the minutes from March 13, 2024. Trustee Nick Manning seconds the motion. Motion Passed.
- F. AUDIENCE BUSINESS:**
- State Patrol Captain Angela stopped by to inform the Board that Mancos is a great Town and she loves working with our Marshal's.
- G. ANNOUNCEMENT:**
- Visioning Survey results will be presented at the first meeting in May for the new Board to review prior to their retreat.
 - Water tank is almost complete
 - DCI Challenge Conference next week – Jason and Heather attending
 - One hotel room left for CML conference on site
 - Election Day is next Tuesday. We've received between 90-100 ballots so far.
 - Jamie and Heather going to Ms. Andres first grade class tomorrow to thank them for their presentation.
 - Ed Hallam informed the Board that June 15th will be a celebration 75th anniversary at Jackson Lake and there will be fireworks.
 - Jamie – election update
 - Brent McWhirter informed the Board that the Columbine is hosting DCI Culinary collaboration with the school.

- Queenie Barz informed the Board this Saturday is the annual Easter Egg Hunt at Boyle Park.

H. COMMITTEE REPORTS

- Montezuma County Commissioner Update – Commissioner Gerald Koppenhafer updated the Board regarding what is happening in the County.
- Student Liaison Update – Randi Lewis updated the Board regarding the schools activities.
- Region 9 – No update
- Montezuma County Planning Commission – Jason Armstrong updated the Board on what was discussed at the Planning Commission.

I. DISCUSSION AND ACTION ITEMS

1. Public Hearing: Ordinance 778 Series 2024: Empire Electric Franchise Agreement Second Reading & Adoption Consideration. Public Hearing opened 7:22pm No Discussion Public Hearing Closed 7:22pm. Trustee Brent McWhirter made a motion to adopt Ordinance 778 Series 2024 An Ordinance Of The Town Of Mancos, Colorado, Granting To Empire Electric Association, Its Lessees, Successors, And Assigns A Non-Exclusive Franchise For A Period Of Ten (10) Years, With A Ten (10) Year Renewal, To Erect, Maintain And Operate An Electrical System And Any And All Necessary Transmission Line Or Lines, Services And Other Appurtenances Thereunto Appertaining In, Upon, Under, Over, Across And Along The Streets, Alleys, Bridges, And Public Places Of The Town Of Mancos, And For The Transmission, Distribution And Other Uses And Purposes In Said Town Of Mancos And For The Purpose Of Transmitting And Conveying Such Electricity Into, Through Or Beyond The Immediate Limits Of Said Town To Other Cities, Towns And Customers, And Prescribing The Terms And Conditions Under Which The Said Company Is To Operate, And Repealing Ordinance No. 557, Series 2004, Of Said Town Of Mancos. Trustee Janice Bryan seconds the motion. Motion passed with a unanimous vote.
2. Trustee Nick Manning made a motion to approve Resolution 6 Series 2024 Adoption of the Three Mile Plan. Trustee Richard Tokar seconds the motion. Motion passed with a unanimous vote.

J. *Items for April 10, 2024 Meeting*

- *March Bills & Claims*
- *Arbor Day Proclamation*
- *2024 Financial Update*
- *Public Hearing: Hand In Hand Liquor License Approval*
- *Resolution 8 Series 2024: Cortez Dispatch IGA*
- *Unofficial Election Results announcement*

L. Adjournment

Trustee Ed Hallam made the motion to adjourn the meeting at 7:30 pm.

Mayor Queenie Barz

Town Clerk/Treasurer Jamie Higgins

DRAFT



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Queenie Barz, Mayor of the Town of Mancos, Colorado do hereby proclaim

Friday, April 26, 2024 as

Arbor Day

In the Town of Mancos, Colorado, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 10th day of April, 2024
 Mayor _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<->} "Adjustment"

Check Issue Date	Payee	Description	Check Amount
03/13/2024	A T & T Mobility	Cell Phones	610.58
03/13/2024	AFLAC	Employee Benefits	958.48
03/27/2024	Amazon Capital Services	Office Supplies	706.67
03/27/2024	Angel Armor	Vests	7,771.51
03/27/2024	Atmos Energy	Natural Gas	583.72
03/27/2024	Atmos Energy	Natural Gas	151.32
03/13/2024	Ballentine Communications	Publications	291.18
03/13/2024	Barz, Queenie	Mayor Services	300.00
03/13/2024	Brind'Amour, Peter	P&Z Services	50.00
03/13/2024	Bryan, Janice	Trustee Services	200.00
03/01/2024	CEBT	Employee Benefits	17,067.20
03/01/2024	CEBT	Employee Benefits	1,825.60
03/27/2024	CenturyLink	Phone Bill	76.99
03/13/2024	Choice Building Supply Inc.	Supplies	13.58
03/27/2024	CNH Industrial Accounts	Lease Agreement	4,484.24
03/13/2024	Coker, Ann	P&Z Services	50.00
03/27/2024	Corporate Payment Systems	PW Supplies, MMO Supplies, Training	5,208.64
03/27/2024	Corporate Payment Systems	Travel for Training	512.34
03/13/2024	Cox Conoco	Fuel	1,252.23
03/27/2024	Dog Waste Depot	Dog Waste Bags	349.98
03/13/2024	Drug & Alcohol Testing Associates	Drug Testing	100.00
03/27/2024	Drug & Alcohol Testing Associates	Drug Testing	80.00
03/13/2024	Empire Electric	Electric	2,485.60
03/13/2024	Empire Electric	Electric	1,246.94
03/27/2024	Empire Electric	Electric	4,113.84
03/13/2024	FastTrack Communications, Inc.	Internet	112.50
03/13/2024	Fraley & Co	Propane	458.40
03/20/2024	Fu, Rustyn	Training	92.00
03/27/2024	Galls, An Aramark Co.	Uniforms	530.04
03/13/2024	Green Analytical Lab	Water Tests	274.00
03/13/2024	Hallam, Ed	Trustee Services	200.00
03/27/2024	Holaday, Bryndon	Boot Reimbursement	198.58
03/13/2024	ImageNet Consulting LLC	Copier Lease	284.30
03/13/2024	Indigo Water Group	Training for Water Operator	600.00
03/13/2024	La Plata County Public Health Dept	Sewer Tests	336.60
03/13/2024	Le Pew Porta Johns	Porta-John Rental	255.00
03/13/2024	Lewis Excavation Inc	Waterline Exploration and Removal	1,360.00
03/27/2024	Liberman, David	Legal Services	2,447.90
03/27/2024	Liberman, David	Legal Services	186.00
03/27/2024	Mancos Conservation District	DOLA Grant	25,790.23
03/13/2024	Manning, Nicholas	Trustee Services	200.00
03/13/2024	McWhirter, Brent	Trustee Services	200.00
03/13/2024	Mountainland Supply Company	Water Meter Supplies	121.18
03/13/2024	NetForce PC, Inc.	Technology Services	6,018.83
03/13/2024	P & D Grocery	Supplies	174.68
03/13/2024	Personnel Safety Enterprises	Supplies	228.05
03/13/2024	PVS DX, Inc	Chemicals	1,872.74
03/13/2024	Quadient Leasing USA, Inc	Postage	166.67
03/13/2024	Quadient Leasing USA, Inc	Postage	333.32
03/27/2024	Reynold's Ash	Architectual Services	3,000.00
03/13/2024	Safebuilt, LLC Lockbox #88135	Planning Services	350.00
03/27/2024	Salt Lake Wholesale Sports	MMO Uniforms	1,312.00
03/13/2024	Seibert, Catherine	P&Z Services	50.00

Check Issue Date	Payee	Description	Check Amount
03/27/2024	SGM	Engineer On Call	1,822.75
03/27/2024	SGM	Tank #1 Replacement	1,613.50
03/27/2024	SGM	WWTP Improvements	6,433.00
03/27/2024	SGM	Stormwater Master Plan	4,241.50
03/13/2024	SHRM	Human Resource Dues	264.00
03/13/2024	Simpson, Cindy	Trustee Services	200.00
03/13/2024	Stout, Carol	P&Z Services	50.00
03/13/2024	Superior Auto Supply	Streets Supplies/Parts	1,220.23
03/27/2024	Tami's Creations	Vest Repair	30.00
03/13/2024	The Plumbing Store	PW Supplies	33.25
03/19/2024	TKF Contracting Inc.	Water Treatment Plant Impr. Tank#1	76,402.04
03/13/2024	Tokar, Richard	Trustee Services	200.00
03/13/2024	Town of Mancos	Water & Sewer	567.51
03/13/2024	Town of Mancos	Water & Sewer	4,459.60
03/13/2024	Trautner Geotech LLC	Water Tank Project	1,232.15
03/13/2024	UNCC	Meter Reads	12.90
03/13/2024	USA Blue Book	WWTP Supplies	921.19
03/13/2024	USA Blue Book	WTP Supplies	787.32
03/27/2024	USA Blue Book	WTP Supplies	55.95
03/27/2024	USA Blue Book	WTP Supplies	279.95
03/13/2024	Vital Records Control Dept. 5874	Document Shredding	115.84
03/13/2024	Wanger, Michael	Municipal Court Judge Services	250.00
03/13/2024	Waste Management of Colorado	Refuse	148.20
03/13/2024	Waste Management of Colorado	Refuse	59.30
03/01/2024	Wex Bank	Fuel	1,372.00
03/01/2024	Wex Bank	Fuel	328.84
03/20/2024	Woodland, Conner	Training	92.00
Grand Totals:			200,836.68
Payroll			\$70,829.89

Report Criteria:

Report type: Invoice detail
 Check.Type = {<-} "Adjustment"

STAFF REPORT

To: Town Administrator, Honorable Mayor and Trustees
From: Jamie Higgins, Town Clerk/Treasurer
Date: April 10, 2024
Re: Family Dollar Stores of Colorado, LLC Beer and Wine License

Recommendation

After public hearing, approve the new Tavern License and Takeout and Delivery Permit Application for Hand in Hand Shop LLC conditional upon state approval and authorize the Town Clerk/Treasurer to send the application to the state.

Background/Discussion

The Town of Mancos is required to hold a public hearing before approving/rejecting the application for a new Tavern license for Hand in Hand Shop LLC

Petitions were circulated and turned in by the applicant. There are no objections to the liquor license.

Policy Implications

New Tavern License and Takeout and Delivery Permit Application within Town limits

Resource Impact

None.

Attachments

Applications & Supporting Documentation

Colorado Liquor Retail License Application

* Note that the Division will not accept cash Paid by check Paid online

Uploaded to MoveIt on Date
1/25/24

New License New-Concurrent Transfer of Ownership State Property Only Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
 HAND IN HAND SHOP LLC MIRENDA YATES / HANNAH STURM [REDACTED]

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
96022836 512-771-6904

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 128 W. GRAND AVE

City County State ZIP Code
 MANCOS MONTEZUMA CO 81328

4. Mailing Address (Number and Street) City or Town State ZIP Code
MANCOS CO 81328

5. Email Address
 [REDACTED]

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
---	--

- | | |
|--|--|
| <input checked="" type="checkbox"/> Application Fee for New License..... \$1,100.00
<input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00
<input type="checkbox"/> Application Fee for Transfer \$1,100.00 | <input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 |
|--|--|

- | Section B Liquor License Fees* | Liquor License Fees* |
|--|--|
| <input type="checkbox"/> Add Optional Premises to H & R..... \$100.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____
<input type="checkbox"/> Add Sidewalk Service Area..... \$75.00
<input type="checkbox"/> Arts License (City) \$308.75
<input type="checkbox"/> Arts License (County) \$308.75
<input type="checkbox"/> Beer and Wine License (City)..... \$351.25
<input type="checkbox"/> Beer and Wine License (County)..... \$436.25
<input type="checkbox"/> Brew Pub License (City) \$750.00
<input type="checkbox"/> Brew Pub License (County)..... \$750.00
<input type="checkbox"/> Campus Liquor Complex (City)..... \$500.00
<input type="checkbox"/> Campus Liquor Complex (County) \$500.00
<input type="checkbox"/> Campus Liquor Complex (State)..... \$500.00
<input type="checkbox"/> Club License (City) \$308.75
<input type="checkbox"/> Club License (County) \$308.75
<input type="checkbox"/> Distillery Pub License (City)..... \$750.00
<input type="checkbox"/> Distillery Pub License (County) \$750.00
<input type="checkbox"/> Hotel and Restaurant License (City)..... \$500.00
<input type="checkbox"/> Hotel and Restaurant License (County) \$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)..... \$600.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50 | <input type="checkbox"/> Manager Registration - H & R..... \$30.00
<input type="checkbox"/> Manager Registration - Tavern..... \$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment..... \$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00
<input type="checkbox"/> Optional Premises License (City)..... \$500.00
<input type="checkbox"/> Optional Premises License (County) \$500.00
<input type="checkbox"/> Racetrack License (City)..... \$500.00
<input type="checkbox"/> Racetrack License (County)..... \$500.00
<input type="checkbox"/> Resort Complex License (City)..... \$500.00
<input type="checkbox"/> Resort Complex License (County)..... \$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State)..... \$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County)..... \$500.00
<input type="checkbox"/> Retail Liquor Store License-Additional (City)..... \$227.50
<input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50
<input type="checkbox"/> Retail Liquor Store (City)..... \$227.50
<input type="checkbox"/> Retail Liquor Store (County)..... \$312.50
<input checked="" type="checkbox"/> Tavern License (City)..... \$500.00
<input type="checkbox"/> Tavern License (County)..... \$500.00
<input type="checkbox"/> Vintners Restaurant License (City) \$750.00
<input type="checkbox"/> Vintners Restaurant License (County)..... \$750.00 |

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (Individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with Identogo. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: Identogo – https://enroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input checked="" type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) N/A <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) N/A <input type="checkbox"/> A. Certificate of Incorporation <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) N/A <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name <i>Hand in Hand Shop, LLC</i>	Type of License <i>Tavern w/ to go</i>	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>		or		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>Ory Fork LLC, MIRENDA VATES</i>	Tenant <i>HAND IN HAND LLC</i>	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)		_____		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

Name <i>Hand in Hand Shop LLC</i>	Type of License <i>Tavern</i>	Account Number		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached. <input type="checkbox"/> <input type="checkbox"/>				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/> b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/> c. How long has the club been incorporated? d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/>				
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input type="checkbox"/>				
22. Campus Liquor Complex applicants answer the following: a. Is the applicant an institution of higher education? <input type="checkbox"/> <input type="checkbox"/> b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services. <input type="checkbox"/> <input type="checkbox"/>				
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No <input type="checkbox"/> <input type="checkbox"/>				
25. Related Facility - Campus Liquor Complex applicants answer the following: <input type="checkbox"/> <input type="checkbox"/> a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information. Yes No a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> <input checked="" type="checkbox"/>				
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name <i>MIRENDA VATES</i>	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position <i>MANAGING OWNED / MEMB</i>	%Owned <i>50</i>
Name <i>HANNAH STURM</i>	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position <i>OWNED / MANAGING MEMB</i>	%Owned <i>50</i>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name <i>Hand in Hand Shop LLC</i>	Type of License <i>Tavern</i>	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
Oath Of Applicant		
<p>I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>		
Authorized Signature 	Printed Name and Title <i>MIRENDA YATES, OWNER</i>	Date <i>2/2/24</i>
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
<p>For Transfer Applications Only - Is the license being transferred valid? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p> <p><input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>		
Local Licensing Authority for		Telephone Number
		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

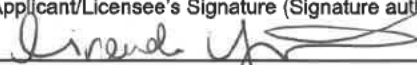
Tax Check Authorization, Waiver, and Request to Release Information

I, MIRENDA YATES am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of HAND IN HAND SHOP LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.


Name (Individual/Business) <u>HAND IN HAND SHOP LLC</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address <u>128 W. GRAND AVE</u>			
City <u>MANCOS CO</u>		State <u>CO</u>	Zip <u>81328</u>
Home Phone Number [REDACTED]		Business/Work Phone Number <u>512-771-6904</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>MIRENDA YATES</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>2/2/24</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

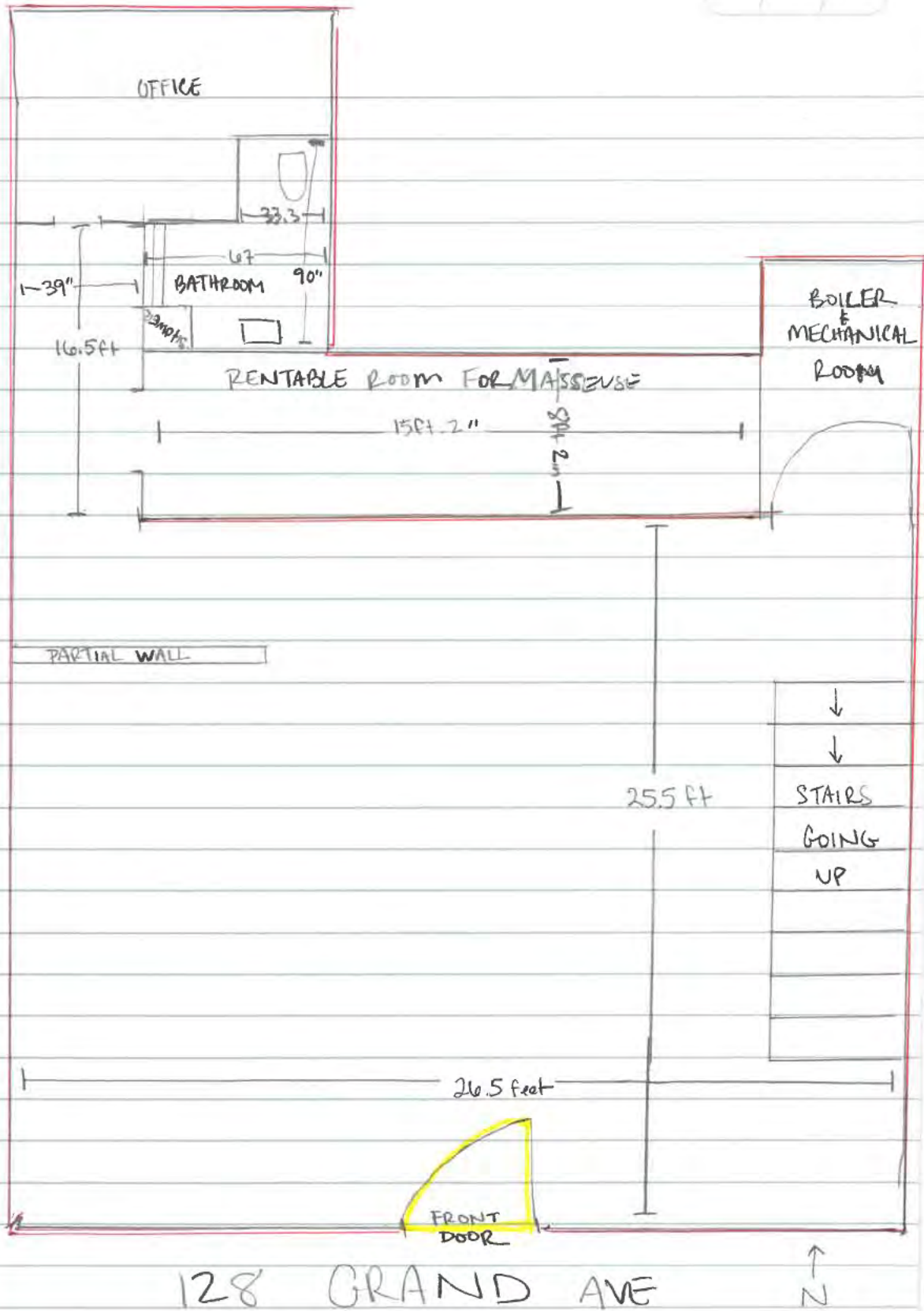
Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

<input checked="" type="checkbox"/> Initial Application		<input type="checkbox"/> Renewal	
Corporate Business Name HAND IN HAND SHOP LLC		Trade Name (DBA)	Liquor License Number
Physical Address of Premises 128 W. GRAND AVE			Suite/Unit Number
City MANCOS	County MONTEZUMA	State CO	ZIP Code 81328
Mailing Address (if different than Physical Address) [REDACTED]			Suite/Unit Number
City MANCOS		State CO	ZIP Code 81328
Business Phone Number 512-771-6904		Business Email Address info@handinhandshop.com	
1. Are you applying/renewing: <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
2. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Are you using a third party's ordering software to take orders?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If you answered "Yes" to question number six (6) above, upload all documents concerning the agreement between the ordering service and the licensee. Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.			
7. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?			<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you the applicant or an authorized agent of the business?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of the applicant or an authorized agent of the business MIRENDA YATES		Title of the applicant or an authorized agent of the business OWNER	
Signature 		Date	

Payment (Please submit Payment in one of the following ways):

<p>Via mail with your application</p> <p>P.O. Box 17087 Denver, CO 80217-0087</p>	<p>Via email to:</p> <p>DOR_liqlicensing@state.co.us</p> <p>An email will be sent to you with directions on how to make a payment via our online payment portal.</p>
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NAME: Hand in Hand Shop LLC

82-492/1021

ACCT NO. [REDACTED]

2-16-2024
DATE

PAY TO THE ORDER OF Town of Mancos

\$ 1611.00

Sixteen hundred and eleven dollars and no/100 DOLLARS

Security features included. Details on back.



FOR CO Liquor Application

Livenek Yea

MP

NAME: Hand in Hand Shop LLC

82-492/1021

ACCT NO. [REDACTED]

2-16-2024
DATE

PAY TO THE ORDER OF Department of Revenue

\$ 1600.00

sixteen hundred dollars and no/100 DOLLARS

Security features included. Details on back.



FOR CO liquor application fee

Livenek Yea

MP

NAME: Hand in Hand Shop LLC

82-492/1021

ACCT NO. [REDACTED]

2-16-2024
DATE

PAY TO THE ORDER OF Department of Revenue

\$ 11.00

eleven dollars and no/100 DOLLARS

Security features included. Details on back.



FOR To Go liquor app fee

Livenek Yea

MP

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator
Date: April 10, 2024
Re: Dispatch Service Agreement

Recommendation

Approve Resolution 6 Series 2024 A Resolution Approving the Intergovernmental Agreement For Dispatch Services Throughout Montezuma And Dolores Counties, Colorado Including Federal Agencies, Authorizing Mayor Ellen “Queenie” Barz to execute the Dispatch Services Intergovernmental Agreement And Authorizing the Mancos Marshal To Appoint A Representative And An Alternate To The User Group To Represent The Town of Mancos

Background/Discussion

This item was originally discussed at the March 13, 2024 Board meeting. Staff recommended executing this agreement, although we noted several points of disagreement regarding contract language. The Board elected not to execute the agreement and directed me to reach out to City of Cortez and Montezuma County to facilitate a joint workshop.

Montezuma County, City of Cortez, and the Town of Mancos absolutely work well together, and we collaborate on projects whenever possible. We all agree that continued collaboration among our entities is crucial to ensuring public trust.

I did meet with the Cortez City Manager (Drew Sanders) and the County Administrator (Travis Anderson) on March 20, 2024 to discuss our concerns. I was assured that the January email I received regarding the IGA for Dispatch Services was not intended to shut down collaboration between our municipalities. Both Mr. Sanders and Mr. Anderson have offered to attend this meeting to confirm our willingness to continue to work together moving forward.

While the agreement you reviewed on March 13 was not amended, we did receive a response to some of our questions and concerns. Those are noted on the attached IGA for your review. The most pressing concern of the Board was the requirement that we continue to pay the City of Cortez for a pre-determined amount of time in the event we withdraw from the user group. Both the Town Attorney and the City Attorney agree that this concern is addressed in section IX(D) of the agreement by stating the financial obligations under this agreement are “expressly contingent upon the annual appropriation...”.

I would like to reiterate that public health and safety is the number one priority of the Town of Mancos Board of Trustees and staff. Our concerns with this agreement hinge upon Mancos’ level of administrative and financial responsibility being hindered by the

new contract. The Mancos Marshal and Cortez Police Chief have met to discuss operational items. The Town Administrator and Mancos Marshal will continue to work with the City of Cortez to address these concerns.

Mr. Sanders has advised that if, after this meeting, the Board of Trustees still wishes to facilitate a joint workshop with the Cortez City Council, he will then determine the next steps on his end as appropriate.

Staff will spend the necessary time researching other possible options, and we will bring our information to the Board for discussion and feedback when we have completed our research.

Fiscal Impact

Determined each year by services rendered and Mancos Marshal's Office call volume

Attachments

Resolution 6 Series 2024

Proposed 2024 Dispatch IGA

INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective as of _____, 2024 (the "Effective Date"), by and between the County of Montezuma, Colorado, the City of Cortez, Colorado, the Town of Mancos, Colorado, the Cortez Fire Protection District, the Dolores Fire Protection District, the Mancos Fire Protection District, the Lewis-Arriola Fire Protection District, the Pleasant View Fire Protection District, Montezuma County Hospital District, the County of Dolores, Colorado, and the US Department of Interior, National Park Service, Mesa Verde National Park (collectively the "Member Jurisdictions" or the "Parties," and individually as a "Party").

RECITALS

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, and Part 2 of Article 1, Title 29, Colorado Revised Statutes, encourage and authorize Colorado state and local governments to cooperate and contract with one another, and with the government of the United States, to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Member Jurisdictions, all located in Montezuma and/or Dolores Counties in Colorado, including multi-jurisdictional representation from law enforcement, fire, emergency medical services, and bodies politic, believe that a user group will provide the most cost-efficient and effective emergency dispatch services throughout the areas served by the Member Jurisdictions; and

WHEREAS, the Member Jurisdictions and residents of Montezuma and Dolores Counties would benefit in terms of enhancement of life safety and efficiency of service from the Member Jurisdictions entering into this consolidated intergovernmental agreement to provide services for the various Member Jurisdictions (this "Agreement"); and

WHEREAS, the Member Jurisdictions wish to enter into and comply with this Agreement for the purpose of operating and managing a dispatch center to be located inside the City of Cortez Police Department (the "Dispatch Center"); and

WHEREAS, entering into and compliance with this Agreement will provide improved police, fire, and emergency medical service communications, within the boundaries of the Member Jurisdictions; and

WHEREAS, as part of this endeavor, the Montezuma County Board of County Commissioners, acting as the Montezuma County Emergency Telephone Authority (the "E-911 Authority"), shall continue to be responsible for an E-911 related emergency telephone system.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Commented [HA1]: 2023 version stated: wish to establish and maintain a consolidated intergovernmental agreement for the "operations and management of a Dispatch Center"

I. GENERAL PROVISIONS

The Parties agree to support the Dispatch Center and will establish a user group. The Dispatch Center shall provide emergency dispatch services throughout the service area that the Member Jurisdictions serve (the "Dispatch Services"). The operation of the Dispatch Center shall be set forth in this Agreement.

Commented [HA2]: Used to state "accountability committee" so this is going away. This is throughout agreement, so I won't continue to call it out. Not a legal deal breaker, but this is a change to prior agreement, so calling it out for Board.

II. THE DISPATCH CENTER USER GROUP

A. User Group Members. A user group of the Dispatch Center is hereby established (the "User Group"), and it shall consist of individuals appointed by each of the eleven (11) Members Jurisdictions (the "UG Members"). Each UG Member shall be an appointed by the governing board, council, or authorized agency or department of their respective Member Jurisdictions, and their appointment shall be accomplished by resolution or other applicable formal action. On or before the Effective Date, a written confirmation of the appointment of each UG Member shall be submitted by each Member Jurisdiction along with this Agreement bearing the signature of an authorized signatory of the Member Jurisdiction.

B. Administrative Representative. Under Section V, Subsection (E) herein, the City of Cortez (the "City") commits to providing support staff and administrative services necessary to accomplish the Dispatch Services at the Dispatch Center. So long as the City continues to provide such support services, the City of Cortez City Council may appoint an administrative representative with voting privileges to serve as the twelfth UG Member on the User Group. In the event, another Member Jurisdiction assumes the City's obligation to provide support staff and administrative services for the Dispatch Center, that Member Jurisdiction may appoint its own administrative representative with voting privileges to serve as the twelfth UG Member on the User Group.

III. RULES AND REGULATIONS OF THE USER GROUP

The User Group will recommend to the Cortez Police Chief supplementary rules and regulations governing the operation of the Dispatch Center as it deems appropriate, provided the supplementary rules and regulations comply with this Agreement. The Cortez Police Chief shall have the sole discretion to adopt and implement any recommended rules and regulations.

Commented [HA3]: This is completely new and the users were not consulted.

Commented [HA4R3]: Cortez Response: Section III of the new Agreement states: The User Group will recommend to the Cortez Police Chief supplementary rules and regulations governing the operation of the Dispatch Center as it deems appropriate, provided the supplementary rules and regulations comply with this Agreement. The Cortez Police Chief shall have the sole discretion to adopt and implement any recommended rules and regulations.

The Dispatch Center is a City department under the supervision of the Cortez Police Chief. While the new Agreement allows the User Group to review and comment on operating procedures and personnel matters, the Chief must maintain the final decision making authority for the operations and resources under his supervision. The User Group is an advisory committee.

IV. POWERS OF THE USER GROUP

A. Dispatch Services. The purpose of the Dispatch Center, located at 608 N Park St., Cortez, Colorado 81321, is to provide the Dispatch Services throughout the areas in which the Member Jurisdictions provide services. The User Group shall make recommendations and provide service performance information to the Cortez Police Chief.

B. Dispatch Reports. Member Jurisdictions shall receive quarterly management reports on or before fifteen (15) days prior to the quarterly meeting of the User Group. The reports shall consist of financial, personnel, and operational information relating to the operation of the Dispatch Center (the "Dispatch Reports"). The Dispatch Reports shall contain the following information, generated

Commented [HA5R3]: Mancos response: This section relates to the Rules and Regulations of the User Group, not personnel or Dispatch operating procedures. Still disagree that the users have no way of adopting procedures to govern themselves as the users group.

Commented [HA6]: This entire section has been replaced removing any ability we have to request records regarding Dispatch Services. Absolutely do not agree.

by the computer-aided dispatch system and such other sources as the City deems appropriate, for each call dispatched: incident location, time call received, notification time, en-route time, time of arrival at the scene, and time back in service.

Commented [HA7]: Absolutely do not agree. We should be allowed to request the records we deem appropriate for our jurisdiction, whether or not City agrees. IMO, this is a service that we pay for each year.

C. Ownership of Records and Data. All records of the Dispatch Center relating to specific calls dispatched, including electronically stored data, geographic information system ("GIS") data, computer-aided dispatch ("CAD") data, and audiotapes, shall be owned by the particular Member Jurisdiction(s) for which the specific call was dispatched. Copies of any such records belonging to a particular Member Jurisdiction may be made at that Member Jurisdiction's request and shall not be disposed of without prior authorization from or in compliance with a retention schedule adopted by the Cortez Police Chief, which retention schedule shall comply with all applicable laws and regulations.

Commented [HA8]: Used to be "collectively owned"

i. Access to Data. Each Member Jurisdiction shall have access to all data and audio recordings maintained by the Dispatch Center for internal analysis and criminal investigations. It is the responsibility of each Member Jurisdiction to provide any criminal justice records for case filing purposes directly to the respective court or prosecutor involved in a particular case.

ii. Records Request. Any records released must be records specific to only the Member Jurisdiction requesting the record. One Member Jurisdiction may not request records of another Member Jurisdiction without the express written consent of that other Member Jurisdiction, and such written consent shall be submitted with the request for records.

iii. Colorado Open Records Act. Records owned, created, or maintained by the Dispatch Center shall be subject to the provisions and limitations of the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, et seq., and any applicable federal records laws and regulations.

V. ADMINISTRATION

A. User Group. It is the overriding and critical desire of all the Member Jurisdictions to ensure that all the Parties maintain a strong and united working relationship. To accomplish that objective, the Parties shall form the User Group, which shall be comprised of a representative from all Member Jurisdictions (the "UG Members"). The Cortez Police Chief, upon the request of any UG Member, or at the Cortez Police Chief's discretion, may call a meeting of the User Group upon seventy-two-hour's prior written notice to all UG Members. Email correspondence from a UG Member may be used to satisfy the written notice requirement.

Commented [HA9]: This leaves the decision to agree to call a meeting up to the Cortez Police Chief and removes the ability to call a meeting from all other jurisdictions - "may" not "shall"

i. Operating Procedures. The User Group shall review Standard Operating Procedures and Dispatch Performance Standards for the Dispatch Center. Recommendations of the User Group shall be presented to the Cortez Police Chief.

ii. Personnel Matters. The User Group shall review employee regulations and make staff performance recommendations concerning the Dispatch Center employees to the

Cortez Police Chief. The Cortez Police Chief, or his designee through his City of Cortez chain of command, shall be solely responsible for all employment decisions relating to employees of the Dispatch Center, including, without limitation, management, discipline, and promotions.

iii. Dispute Resolution. The User Group will conduct a preliminary discussion of all unresolved disputes between Member Jurisdictions, Dispatch Center employees, or other issues relating to the operation of the Dispatch Center, and based upon such discussions, the User Group shall make recommendations to the Cortez Police Chief.

iv. Matters of Concern. The User Group will be the proper forum for discussion amongst the Parties of other matters of concern any Party may have concerning the operation of the Dispatch Center and the implementation of this Agreement.

B. Capital Equipment Purchases. It may be necessary to purchase hardware, software, and other equipment to operate the Dispatch Center and provide the Dispatch Services. As part of this endeavor, the E-911 Authority shall continue to be responsible for the 911 Surcharge.

The Party that purchased any personal property or equipment to be used in the Dispatch Center shall continue to own such property or equipment unless that Party transfers ownership to another Member Jurisdiction in writing. All purchases must be made in compliance with the Dispatch Center operating budget and the 911 Surcharge budget, with purchasing procedures approved by the Cortez Police Chief, the User Group, and the 911 Authority.

C. Annual Budget. The Annual Budget shall be based upon an analysis of actual expenses and revenues from the previous year, which shall be prepared annually by the Cortez Police Chief and City of Cortez Finance Director. A final and updated budget request shall be reviewed annually by the User Group per Section V(C)(iii).

The costs allocated to each Member Jurisdiction shall be outlined in the annual budget, which shall be prepared by the Cortez Police Chief. The User Group shall have the opportunity to review and provide comments concerning the annual budget to the Cortez Police Chief. The annual budget shall include an estimate of the operational costs for each Member Jurisdiction based on each Member Jurisdiction's percentage of total calls for service. The billing statement shall reflect each Member Jurisdiction's use of the Dispatch Center as a percent of all Member Jurisdictions' total usage for the preceding year. Billings to Member Jurisdictions shall be based upon the percentage of calls each Member Jurisdiction incurred in the prior year, and there shall not be any minimum billing for any Member Jurisdiction.

i. Preliminary Budget. An initial preliminary operation and capital budget for Dispatch Services ("Preliminary Budget") for the next fiscal year shall be presented by the Cortez Police Chief to the User Group on or before August 31st of each year.

ii. Recommended Budget. No later than September 30th of each year, each Member Jurisdiction shall present the Preliminary Budget to their respective governing board, council, or entity for comment.

Commented [HA10]: This is new. What is our recourse if we bring issues to the attention of Police Chief and nothing is done? I understand the legalities as we don't employ the Police Chief. I do feel that there needs to be some way to hold them accountable if absolutely necessary.

Commented [HA11R10]: Cortez Response: The new Agreement continues to authorize the User Group to make staff recommendations.

Pursuant to Section V(A)(ii), the User Group shall review employee regulations and make staff performance recommendations concerning the Dispatch Center employees to the Cortez Police Chief. The Cortez Police Chief, or his designee through his City of Cortez chain of command, shall be solely responsible for all employment decisions relating to employees of the Dispatch Center, including, without limitation, management, discipline, and promotions. The Dispatch Center staff are all City employees, and consistent with all other City advisory boards and committees, the City retains sole discretion concerning employee hiring, compensation, discipline, promotion, and termination of employees.

Pursuant to Section V(D), the User Group shall have the authority to make recommendations to the Cortez Police Chief on the performance and service standards of the Dispatch Center personnel. The City retains sole discretion concerning employee hiring, compensation, discipline, promotion, and termination of employees.

Commented [HA12R10]: This continues to be a point of contention. What recourse does Mancos have when we bring serious issues to their attention and nothing is done? How do we enforce a safe and acceptable standard of service?

Commented [HA13]: These items used to be collectively owned. Now basically solely owned by City of Cortez.

Commented [HA14R13]: Cortez Response: The E-911 Authority is not a party to the new Agreement (or the old agreement), and is a separate legal entity with its own governing board that is unlikely to cede decision making authority to the User Group. The User Group continues to have the authority to review the budget of the Dispatch Center, and may review and comment on the 911 Surcharge budget since it is a public entity that approves its budget ... [1]

Commented [HA15]: The yearly budget used to be by mutual agreement of Accountability Committee and Cortez Chief. Now Cortez Chief has sole authority to prepare budget, regardless of comments provided by member jurisdictions.

Commented [HA16R15]: Cortez Response: The new Agreement continues to authorize the User Group to review and comment on the annual budget and have a say on the budget and purchases. The Dispatch Center Budget is formed by City staff using the prior year's actual expenses and revenues, which is essentially a ministerial task using actual financial data. Pursuant to Section V(C), the User Group ... [2]

Commented [HA17]: Unilaterally removes the 1% billing minimum.

iii. Final Requested Budget. The final requested budget for Dispatch Services (“Final Budget Request”), containing the recommendations from the Member Entities’ governing boards, councils, or entities, and the User Group, shall be presented by the Cortez Police Chief to the City of Cortez Finance Director no later than October 15th of each year. The Cortez City Council will consider the Final Budget Request as part of its annual process for adopting the City of Cortez budget by December 31st of each year.

iv. Purchasing Considerations. The User Group shall review and recommend purchases not included in the Final Budget Request to the Cortez Police Chief for equipment and services necessary to provide the Dispatch Services. Purchases to be made by the E-911 Authority shall not be subject to review by the User Group.

D. Employees. The User Group shall have the authority to make recommendations to the Cortez Police Chief on the performance and service standards of the Dispatch Center personnel. The User Group may select participants to an oral board and any other board or committee as requested by the Cortez Police Chief.

E. Administrative Services. The City of Cortez shall provide support staff and administrative services for the Dispatch Center. An appendix of services to be provided shall be attached hereto and incorporated herein as **Exhibit A**. On or before August 31st annually, the City of Cortez shall inform the User Group of the total cost of administrative services incurred by the City of Cortez in the prior year, which amount shall constitute the fee for administrative services for the subsequent year (the “Administrative Services Fee”). The portion of the Administrative Services Fee allocated to each Member Jurisdiction shall be based upon each Member Jurisdiction’s total calls for service in the prior year as a percent of all Member Jurisdictions’ total calls for service for the prior year.

F. Joint Meetings. The User Group shall request, at a minimum, one annual joint meeting with the members of the E-911 Authority. The purpose of this meeting shall be to provide operational updates, capital improvement needs, enhance transparency, and foster communication between E-911 Authority and the Dispatch Center.

VI. MEETINGS

A. Annual Meetings. The User Group shall hold an Annual Meeting which shall occur each January on the third Thursday of the month. The User Group shall designate a time and location for the Annual Meeting. If the User Group fails to establish a time and a place, the Annual Meeting shall occur at 3 p.m., and shall be held at the Cortez Police Department, located at 608 N. Park St, Cortez, CO 81321. At the Annual Meeting, the Cortez Police Chief shall be named Chairperson of the User Group. The Cortez Police Chief shall also appoint a co-chair during this meeting.

B. Regular Meetings. During the Annual Meeting, the User Group shall establish a calendar scheduling regular meetings throughout the year, which at a minimum, must occur on a quarterly basis (individually “Regular Meeting,” and collectively “Regular Meetings”). The User Group shall decide the time and location of Regular Meetings by a majority vote of the UG Members

Commented [HA18]: This is new and allows Cortez to unilaterally request purchases from E911 authority without accountability notice, review or discussion.

Commented [HA19]: This is new. It is a new fee/charge instituted by the City of Cortez with no discussion or even information submitted to the existing accountability committee. Strongly disagree.

Commented [HA20R19]: Cortez Response: Your client’s concern is noted, and the City staff propose to address this issue by including a specific statement in each year’s notification to the User Group of the total cost of administrative services incurred by the City of Cortez in the prior year, with a detailed description of the service provided and how it related to the performance of the IGA. As the User Group and the governing board of each Member Jurisdiction has the right to review and comment on the proposed Preliminary Budget (which will contain the proposed Administrative Services Fee), if there are disagreements concerning the appropriateness of the Administrative Services Fee, those disagreements can be addressed through the budget review and comment process.

Commented [HA21R19]: This section is still unclear. Nothing has been presented stating types of charges, fee schedule, etc. Disagreements can’t be “addressed through budget review and comment process” if they are included for the prior year. Technically, those expenses will already have occurred. Also, section V(C) above allows us to review and comment, but gives us no authority to decline Administrative charges we may question.

present at the Annual Meeting. In the event, the User Group fails to designate a time and a place for the Regular Meetings, the Regular Meetings shall occur at 3 p.m. on the third Thursday of the month, at least every three months, and shall be held at the Cortez Police Department located at 608 N. Park St, Cortez, CO 81321. The User Group may cancel or reschedule a Regular Meeting by the written agreement of a majority of the UG Members, after written notice of a request to cancel or reschedule has been provided to all of the UG Members no less than seventy-two hours prior to the then currently scheduled Regular Meeting.

C. Notice of Meetings. Written notice for all meetings required by this Agreement shall be given at least 72 hours prior to the meeting. All notices must include the date, time, and place of the meeting and the purpose of the meeting. The Cortez Police Chief shall be responsible for notices of meetings. Any Member Jurisdiction may request a meeting by sending a written request to the Cortez Police Chief.

Where it is not possible or practical for UG Members to be physically present at any scheduled meeting, any UG Member may attend meetings through an electronic communication method by which all participating UG Members may simultaneously hear each other during the meeting.

All business concerning this Agreement shall be conducted only during publicly noticed meetings, which shall be open to the public.

D. Meeting Protocols. Except where more strict requirements are set forth in this Agreement, meetings shall be conducted in accordance with the Colorado Open Meetings Law, C.R.S. § 24-6-402. Minutes of these meetings will be taken and retained on file in the Cortez City Clerk’s Office.

E. Quorum for Meetings. In order to conduct business, a quorum of the User Group must be present, either in person or via an electronic communication method referenced in Section VI(C). A quorum shall consist of a minimum of six (6) UG Members.

VII. BOOKS AND RECORDS

A. Records and Accounts. The City of Cortez Finance Director shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits, or exemptions. Such records shall be posted as part of the City of Cortez’s overall financial report to the City of Cortez Web Page, once annual audits are completed.

B. Annual Audit. The books and records of the City of Cortez Dispatch Fund shall be included in the City of Cortez’s annual audit. The audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

VIII. DEFAULT

A. Intent to Terminate. In the event that any Member Jurisdiction fails to pay its share of the operating expenses when due, or fails to perform any of its covenants and undertakings required pursuant to this Agreement, that Member Jurisdiction shall be considered in default. The City of Cortez shall provide written notice of intent to terminate the defaulting Member Jurisdiction’s

Commented [HA22]: Used to be notice. See my previous comment Section V(A). This appears to remove jurisdiction authority to call a meeting and require jurisdictions to send a request to Cortez Police Chief, which may or may not be honored.

Commented [HA23R22]: Cortez Response: Any Member Jurisdiction may still call a meeting. Pursuant to Section VI(C), any Member Jurisdiction may request a meeting by sending a written request to the Cortez Police Chief. As the Police Chief is responsible for arranging for meeting facilities and for notifying all members of the proposed meeting, it is logical that the request for a meeting be directed to the Police Chief.

Commented [HA24]: We no longer have the authority to request information, as part of the group, regarding dispatch budget. This appears to require us to wait until City of Cortez posts the information to the public, or complete a CORA request, which may be denied according to law.

Commented [HA25]: Previous agreement used to require a separate audit of Dispatch Fund, it is now lumped in to annual audit.

status as a Member Jurisdiction, and to remove the Member Jurisdiction's UG Member from membership in the User Group. Notice of Default shall be provided to the defaulting Member Jurisdiction's governing board, council, or entity, providing such Member Jurisdiction thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting member shall not be entitled to representation as a Member Jurisdiction on the User Group and shall not receive services from the Dispatch Center.

B. Forfeiture. Except for the E-911 Authority, any Member Jurisdiction that is terminated under the provisions of this Section shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds acquired or held by the User Group to which the Member Jurisdiction may otherwise be entitled to receive upon the dissolution of this Agreement. This Section is not intended to limit the right of any Member Jurisdiction to pursue any and all other remedies it may have for breach of this Agreement.

Commented [HA26]: How is this affected by the change above which states that all assets are owned by the jurisdiction which purchased them?

IX. TERMINATION OF AGREEMENT

A. Term. This Agreement shall be in full force and effect commencing on the Effective Date of this Agreement, subject to amendments and addendums, for one year. This Agreement may be renewed in one-year increments. The Cortez Police Chief shall send a renewal draft to all UG Members no later than October 1st of each year. Member Jurisdictions will provide updated signatory authorization and a copy of the executed Agreement to the Cortez Police Chief no later than December 31st of each year.

B. Termination/Withdrawal. Any Member Jurisdiction's participation in this Agreement may be voluntarily terminated and the Member Jurisdiction may withdraw as a Party to this Agreement by written notice from the Member Jurisdiction to the User Group and the Cortez Police Chief at least sixty days prior to December 31st of any given year. Upon termination, the terminating Member Jurisdiction shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds, acquired or held by the Dispatch Center. A Member Jurisdiction that terminates/withdraws as a Party to this Agreement shall remain obligated to pay its share of that Member Jurisdiction's annual costs as identified in the Annual Budget, including, without limitation, its share of the Administrative Services Fee identified in Section V(E) of this Agreement, for the then current year and for the year following termination/withdrawal.

Commented [HA27]: This is new and not agreeable.

C. Dissolution. Upon a vote to disband the Dispatch Center by a majority of the Member Jurisdictions, the powers granted to the User Group under this Agreement shall continue to the extent necessary to make an adequate disposition of the property, equipment, and monies required to fully disband the Dispatch Center and discontinue its operations.

Commented [HA28R27]: Cortez Response: : I believe that this issue is addressed in Section IX(D), which states: Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are expressly contingent upon the annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by any Party, that Party's status as a Member Jurisdiction, and its rights to receive Dispatch Services pursuant to this Agreement shall automatically terminate. This Agreement shall never constitute a debt of any Party as defined by any statutory or constitutional provision.

D. Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are expressly contingent upon the annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by any Party, that Party's status as a Member Jurisdiction, and its rights to receive Dispatch Services pursuant to this Agreement shall automatically terminate. This Agreement shall never constitute a debt of any Party as defined by any statutory or constitutional provision.

X. MISCELLANEOUS

A. Notices. Any formal notice, demand, or request provided for in this Agreement, shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, email, or sent by certified mail, postage prepaid to the Member Jurisdictions at the addresses each Member Jurisdiction may provide to the Cortez Police Chief in writing from time to time.

B. Amendments. The Member Jurisdictions may amend this Agreement from time to time. Any such amendment must be in writing and executed by the majority of the Member Jurisdictions.

C. Governing Law and Enforcement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, and the venue for any legal action arising out of this Agreement shall be in the State District Court in Montezuma County, Colorado. If legal action is pursued to enforce or interpret this Agreement, the substantially prevailing Party in such legal action shall be entitled to payment of its court costs and reasonable attorney's fees.

D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect to the extent possible.

Commented [HA29]: New - not acceptable.

E. Integration. This Agreement constitutes the entire agreement between the Parties, and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

F. No Third-Party Beneficiaries. There are no intended third-Party beneficiaries to this Agreement.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement, and each of their respective successors, assigns, or heirs.

H. Governmental Immunity. Nothing in this Agreement shall be construed or deemed a waiver of any and all rights and immunities of any Party, Director, Officer, or Employee under the Colorado Governmental Immunity Act, codified under C.R.S. Section 24-10-101, *et seq.* Further, nothing in this Agreement shall be construed as an indemnification between and among any of the Parties.

I. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Member Jurisdictions have executed this Agreement as of the Effective Date.

{SIGNATURES ON FOLLOWING PAGES}

THE COUNTY OF MONTEZUMA, COLORADO

Jim Candelaria, Chairman
Board of County Commissioners

THE CITY OF CORTEZ, COLORADO

Rachel B. Medina, Mayor

THE TOWN OF MANCOS, COLORADO

Ellen "Queenie" Barz, Mayor

THE CORTEZ FIRE PROTECTION DISTRICT

Drew Buffington, President

THE DOLORES FIRE PROTECTION DISTRICT

Chris Majors, Board President

THE MANCOS FIRE PROTECTION DISTRICT

Vance Koppenhafer, President

THE LEWIS-ARRIOLA FIRE PROTECTION DISTRICT

Rick Newby, President

THE PLEASANT VIEW FIRE PROTECTION DISTRICT

Jeremy Rosenbaugh, President

THE MONTEZUMA COUNTY HOSPITAL DISTRICT

Brandon Johnson, President

THE COUNTY OF DOLORES, COLORADO

Steve Garchar, Chairman
Board of County Commissioners

**US DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE,
MESA VERDE NATIONAL PARK**

By: _____

Print Name

Print Title

EXHIBIT A

APPENDIX OF ADMINISTRATIVE SERVICES

Pursuant to Section V, Subsection (E) of the Intergovernmental Agreement for Dispatch Services, executed effective _____, 2024, the City of Cortez shall provide the following administrative services at no charge to the User Group or the Member Jurisdictions.

a. **Legal Services.** The Cortez City Attorney (“City Attorney”) shall represent the Dispatch Center and its employees in all legal matters and provide legal counsel when requested, subject to any legal conflicts of interest, except for matters that are handled by outside legal counsel retained by the City’s liability insurance carrier, and except for legal matters that require specialized legal training or experience not possessed by the City Attorney. The City Attorney shall not represent individual UG Members or any Member Jurisdiction other than the City of Cortez.

b. **Financial Services.** The City of Cortez Finance Department shall assist the Dispatch Center User Group with usual and normal financial services needed to meet the financial requirements of a public entity that are related to the operation of the Dispatch Center, subject to any conflicts of interest, and except for financial services that require specialized financial training or experience not possessed by the City of Cortez Finance Department.

c. **Human Resources.** The City of Cortez Human Resources Department shall provide all employment-related services necessary to operate the Dispatch Center, including, but not limited to, assisting with employee hiring, employee termination, human resources policy consultation, and personnel issues involving employees of the Dispatch Center, except for conflicts of interest, and except for employment related services that require specialized training or experience not possessed by the City of Cortez Human Resources Department.

d. **Information Technology Services.** The City of Cortez, and Montezuma County (as necessary), Information Technology Department(s) shall provide general information technology services, including routine equipment maintenance. However, any equipment used by the Dispatch Center that requires specific training, expertise, or certification shall be handled by outside services or the equipment manufacturer, and any costs associated for such outside services shall be paid for by the E-911 Authority, and that equipment will remain the property of the E-911 Authority, or paid for by the Dispatch Center Fund, and the cost will be subsequently invoiced by the City of Cortez to the Member Jurisdictions.

e. **Facilities & Maintenance Services.** The City of Cortez General Services Department shall provide services related to the ongoing maintenance and upkeep of the Dispatch Center Facilities. However, any alteration, construction or remodeling of the Dispatch Center that, in the opinion of the City of Cortez, requires specific training, expertise, or certification, not possessed by City of Cortez Staff, shall be handled by outside services supervised by the City of Cortez, and paid for by either the E-911 Authority, for alteration, construction or remodeling related to E-911 Authority equipment, or, for all other alteration, construction or remodeling of the Dispatch Center Facilities, shall be paid for by the Dispatch Center Fund, and subsequently invoiced by the City of Cortez to the Member Jurisdictions.

Page 4: [1] Commented [HA14R13] Heather Alvarez 3/20/2024 5:26:00 PM

Cortez Response: The E-911 Authority is not a party to the new Agreement (or the old agreement), and is a separate legal entity with its own governing board that is unlikely to cede decision making authority to the User Group. The User Group continues to have the authority to review the budget of the Dispatch Center, and may review and comment on the 911 Surcharge budget since it is a public entity that approves its budget through a public hearing process. Pursuant to Section V(B), all purchases must be made in compliance with the Dispatch Center operating budget and the 911 Surcharge budget, with purchasing procedures approved by the Cortez Police Chief, the User Group, and the 911 Authority.

Page 4: [2] Commented [HA16R15] Heather Alvarez 3/20/2024 5:26:00 PM

Cortez Response: The new Agreement continues to authorize the User Group to review and comment on the annual budget and have a say on the budget and purchases. The Dispatch Center Budget is formed by City staff using the prior year's actual expenses and revenues, which is essentially a ministerial task using actual financial data. Pursuant to Section V(C), the User Group shall have the opportunity to review and provide comments concerning the annual budget to the Cortez Police Chief. Pursuant to Section V(C)(ii), no later than September 30th of each year, each Member Jurisdiction shall present the Preliminary Budget to their respective governing board, council, or entity for comment. The budgeting process continues to provide the User Group and each Member Jurisdiction opportunities to review and comment on the annual budget. In addition, as the Dispatch Center budget is adopted as part of the overall City of Cortez budget, there is an ongoing opportunity to comment on the Dispatch Center budget as part of the City's budget approval process, which culminates in a public hearing where additional comments from a Member Jurisdiction and the User Group may be made to the Cortez City Council prior to adoption.

STAFF REPORT

To: Town Administrator, Honorable Mayor, and Board of Trustees
From: Jason Armstrong, Community and Economic Development Director
Date: April 10, 2024
Re: Memorandum of Understanding (MOU) Between The Town of Mancos and the
Region 9 Economic Development District of Southwest Colorado
Inc/Southwest Colorado Council of Governments

Recommendation

Staff recommends board approval to have the Town Administration execute the MOU.

Background/Discussion

The Town of Mancos plays a key role in the development of a regional, redundant middle-mile broadband project in partnership with Region 9, Region 10, DOLA, and the surrounding counties and municipalities in the 5-county area of Southwest Colorado. The Town has been working with these partners to furnish and develop a functional Carrier Neutral Location (CNL) which will provide space to for-profit Internet Services Providers (ISPs) to locate equipment and provide the last-mile services to local customers. Our CNL will be one of several across the region that will function as a eco-system that will best serve the community with competitive and reliable fiber internet services.

The Town of Mancos Community and Economic Development Director has been participating in a technical sub-committee to develop operational procedures and set general pricing parameters for the space that the ISPs will occupy in our CNL. As the manager/operator of the CNL, it is our responsibility to not only secure the facility and allow open access, but also to provide some levels of management that the ISPs can depend on to identify problems and work with them in a timely manner to respond and resolve any fiberoptic issues that may arise.

Region 9 has offered to be a central subscriber to IQ Geo, a geospatial network management software. The Town of Mancos will have its own license for this software and will have operational control of how it is used.

The benefits of the software include:

- When issues arise, having an up-to-date map enables quicker identification of the problem areas. This facilitates faster repairs and reduces downtime.
- By understanding the current network layout and where capacity is strained, the Town will be able to make informed decisions about where to invest in expansions. This is vital for meeting dark fiber customer needs and extending services to new areas.

- Detailed mapping allows for accurate valuation of the entire network asset for financial reporting, insurance, and leasing or selling unused capacity to other carriers.
- Detailed mapping will help manage customer expectations regarding service availability and reliability.

Policy Implications

The Town will need to consider the delegation of the CNL management as we move forward including this software.

Resource Impact

The annual subscription for this software is \$3,933.33 paid to Region 9 under the agreement.

Attachments

- Contract for Services (MOU) with Region 9
- IQ Geo Quote

**Memorandum of Understanding Between
The Town of Mancos and the Region 9 Economic Development District of
Southwest Colorado Inc/Southwest Colorado Council of Governments**

This contract is entered into on _____ between the Town of Mancos and the Region 9 Economic Development District of Southwest Colorado and Southwest Colorado Council of Governments (hereinafter referred to as Town and the SWCCOG and Region 9 known collectively as REGION 9).

Purpose

The purpose of this contract is to describe the relationship between the Town and REGION 9 regarding the regional subscription for IQ GEO mapping software and administrative oversight by REGION 9.

- When issues arise, having an up-to-date map enables quicker identification of the problem areas. This facilitates faster repairs and reduces downtime.
- By understanding the current network layout and where capacity is strained, the Town will be able to make informed decisions about where to invest in expansions. This is vital for meeting dark fiber customer needs and extending services to new areas.
- Detailed mapping allows for accurate valuation of the entire network asset for financial reporting, insurance, and leasing or selling unused capacity to other carriers.
- Detailed mapping will help manage customer expectations regarding service availability and reliability.

Terms and Conditions

The term for this contract is for one year but will automatically renew annually unless terminated by written agreement of either party. This contract can be terminated with a letter by either party with at least 60 days' notice prior to the subscription renewal date.

Consideration

Payments related to this contract will total \$3,933.33 and shall be made to REGION 9 within 30 days of receiving an invoice. Notice of any changes of the annual amount shall be provided to the Town Office as soon as notified by IQ GEO.

Description of Responsibilities

The Town per this contract will provide the following:

- Pay their portion of the software costs for IQ GEO annually throughout term of contract.
- Communicate any staffing changes for those accessing mapping software and provide a copy of the signed permitted user agreement to REGION 9.
- Upon any contract termination, allow for software data to be accessed by REGION 9 for future broadband mapping efforts.

REGION 9 per this contract will provide the following:

- Maintain contract with vendor and communicate renewals or changes with all

partners.

- Have access to information beyond any staff tenure.
- Request feedback from all participants on mapping software prior to annual contract renewal, and bring feedback to IQ GEO as appropriate.
- Include contract with IQ GEO Network Manager as Attachment A.

Acknowledgment

All parties hereby acknowledge and accept the terms and conditions of the above contract by evidence of their signatures found below.

Town of Mancos Date

Region 9 Regional Projects Manager Date

g:\admin\contracts\mapping\archuleta - iq geo network manager mou.rtf



Region9Edd - Network Manager Telecom

Quote created: February 8, 2024 Reference: 20240208-144143611

Region9Edd
135 Burnett Dr
Durango, CO 81301
United States

Shak Powers
shak@region9edd.org
9707396718

Comments

Thank you for your interest in IQGeo products and services! Pricing valid through quote expiration date shown below. A signed and returned quote will hold pricing and allow the deployment process to begin.

Includes:

- Dedicated Customer Success Manager
- Tech Support by phone and email
- Help Center access for all end users
- Free Weekly Training Session

Quote amount does not include applicable taxes.

Kyle Arnell - Solutions Engineer IQGeo America Inc



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
<p>Network Manager Telecom - Professional user</p> <p>Fiber Designer / Engineer - Full application access to design, publish, delete, et. al. from desktop or mobile environment.</p>	S-IQG-NMT-PRO-USER	5	\$3,720.00	\$18,600.00 for 1 year
<p>Onboarding</p> <p>Network Manager Professional is designed for rapid onboarding to allow customers to set up their solution and configure to their needs over time. Onboarding is a 4-week process led by telecom industry veterans with a minimum of 10 years industry experience.</p> <p>Onboarding is setup in phases:</p> <ul style="list-style-type: none"> o Kick-off - Inform of onboarding process and discuss next steps. o Distribution of pre-recorded training videos and published user guides. o Technical Setup - Complete setup and stand client's new instance. o Getting Started - Introduce end users to application and tools. o Configuration deep dive covering all aspects of the Network Manager application that can be configured including layers, users and groups, network objects and attributes, styles and applications. o API and data integration tutorial covering the API's available with the Professional version and how to integrate additional external data layers into the solution. o Onboarding summary and sign off. 	SVC-OSP-ONBOARD	1	\$5,000.00	\$5,000.00 for 1 month

One-time subtotal	\$23,600.00
Total	\$23,600.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

<p>Shak Powers shak@region9edd.org</p>	Verify to sign
---	----------------

<p>Clark Stevenson clark.stevenson@iqgeo.com</p>	Verify to sign
---	----------------

This quote expires on April 30, 2024

Purchase terms

Please note that our [standard terms and conditions](#) are available on our [website](#), and, unless a mutually agreed software license agreement is in place, any agreement for the purchase of our products or services will be subject to those terms and conditions.

The subscription shall commence on the signature date for an initial one (1) year term which may be renewed at the customer’s option. The purchase and use of the subscription are expressly subject to the Terms and Conditions available at <https://www.iqgeo.com/terms-and-conditions> which are incorporated into this quote and shall govern any and all use of the subscription. No other terms shall apply unless expressly agreed to in writing by both parties. By signing below, you hereby agree that you have reviewed the Terms and Conditions and Privacy Policy and that the entity named below unconditionally agrees to be legally bound to such Terms and Conditions and Privacy Policy as applicable.

Questions? Contact me



Kyle Arnell

Solutions Engineer
kyle.arnell@iqgeo.com

IQGeo America Inc.
1670 Broadway, Suite 2215
Denver, CO 80202
United States