

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

Joint Workshop – Mancos United Community Center 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
January 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 December 13 and December 20, 2023
- F. Audience Business
- G. Announcements
- H. Treasurer’s Report: December Bills & Claims
- I. Committee Reports
 - Montezuma County Commissioner Update
 - Student Liaison Update
 - Montezuma County Planning Commission
 - Region 9
 - CDOT TPR – no quorum in December so no report
- J. Discussion and Action Items
 - 1. Painted Turtle Studio Art Gallery Permit
 - 2. Family Dollar Beer/Wine Liquor License Petition Perimeter
 - 3. Resolution 4 Series 2024: Revised Mill Levy & 2024 Budget Amendment
 - 4. IGA with CDOT for Grand Ave. Sidewalk Project
 - 5. 2024 Election IGA
- K. *Items for January 24, 2024 Meeting*
 - *Sidewalk & Hazard Street Tree Program Discussion (Workshop)*
 - *Family Dollar Beer/Wine Liquor License Application*
 - *Resolution 5 Series 2024: Fee In Lieu*
 - *Ordinance TBD Series 2024: Empire Electric Franchise Agreement*
 - *Resolution TBD Series 2024: 2024 Dispatch Agreement Renewal*
 - *422 Grand Ave. Final Update*
- L. Adjournment

Town Projects – 1/10/2024

FYI

- Approx 16 grants/loans outstanding or applications pending
- MMO New Building RFP (Justen, Jason, Terry)
- DCI Challenge (Jason/Heather)
- Dollar General (Heather)
- Design Review Guidelines (SAFEbuilt, Heather)
- Fiscal Health Update (Jason, Heather)
- WWTP Project Design (Terry, Heather)
- Water Tank Project – 11/13 projected (Terry)
- Stormwater Master Plan (Terry, Jason)
- CDOT Annexation (Heather/Terry)
- Planning Grant/LUC Changes (Heather)
- Utility Easement Project SE Town (Terry)
- Brownsfield/School Property Level 1 Assessment (Jason)
- Meter Pit Replacement (Terry)
- Potential Large Development (Jason)
- POST Training Requirements (Justen)
- Grants – SRO/Vests/Equipment (Justen)
- Unhoused Project –
(Justen/Jason)Grant
- Asset Disposal (Justen/Terry)
- Water leak repair (Terry)
- Winter Proper Property Maintenance (Terry)
- Event Calendar Coordination & Process (Jamie)
- Election (Jamie)
- CIRSA Training Employees (Jamie)
- Grant for Boyle Park Phase 1: GOCO and Daniels Fund in January? (Heather, Jason)
- Grant- REDI Grant application for February (Jason)
- Mancos Website redesign/ADA Compliance (Jamie, Jason)
- 2024 Community Survey (Jason)
- Business Technical Assistance Program (Jason)
- Building Department Process and Forms Overhaul (Jason)

TOWN OF MANCOS
BOARD of TRUSTEES MEETING MINUTES
December 13, 2023
7:00 p.m.

- A. CALL TO ORDER:** Mayor Queenie Barz called the meeting to order at 7:02 p.m.
- B. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
- C. ROLL CALL:** Present: Mayor Queenie Barz, Mayor Pro Tem Cindy Simpson, Trustee Janice Bryan, Trustee Richard Tokar, Trustee Ed Hallam, Trustee Nick Manning, Trustee Brent McWhirter and Student Liaison Randi Lewis.

Absent: None

Staff Present: Town Administrator Heather Alvarez, Public Works Director Terry Jennings, Planning and Economic Coordinator Jason Armstrong, Mancos Marshal Justen Goodall, Student Liaison Haylie Higgins and Tori McKinley, Town Clerk Jamie Higgins and Town Attorney David Liberman.

- D. APPROVAL OF THE AGENDA:** Trustee Brent McWhirter made the motion to approve the December 13, 2023, agenda by amending and adding item L Executive Session to discuss the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest under C.R.S Section 24-6-402(4)(a) and item M Executive Session for a conference with Town Attorney for purposes of Receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b) regarding 422 Grand Ave Litigation. Mayor Pro Tem Cindy Simpson seconds the motion. Motion passed.
- E. APPROVAL OF THE MINUTES:** Trustee Ed Hallam made a motion to approve the minutes, with the correction of Ed Hallam's name under Discussion and Action Items #1, from November 8, 2023. Trustee Janice Bryan seconds the motion. Motion Passed.
- F. AUDIENCE BUSINESS:**
- None
- G. ANNOUNCEMENT:**
- Jason Announced the new CEO wants to sit down with the Board but their meetings are the same nights as our Boards. Would you all want to have a special meeting to meet? Majority of Board Yes.
 - Terry informed the Board that someone is putting quarters in the water dock and just letting the water flow.
- H. TREASURER'S REPORT: NOVEMBER BILLS & CLAIMS:** Mayor Pro Tem Cindy Simpson made the motion to approve November Bills & Claims. Trustee Brent McWhirter and Trustee Janice Bryan seconds the motion. Motion Passed.
- I. COMMITTEE REPORTS**

- Montezuma County Commissioner Update – None
- Student Liaison Update – Randi Lewis updated the Board on the School’s Athletic Department planning celebration on December 21 at 3pm for the Football team winning state.
- Montezuma County Planning Commission – Meeting tomorrow, 4 items on the Agenda. 2 items within 5 miles of Mancos.
- Region 9 – Trustee Janice Bryan updated the Board on what it happening in Region 9 and their budget.
- CDOT TPR – Meeting Tomorrow.

J. DISCUSSION AND ACTION ITEMS

1. Public Hearing: Resolution 12 Series 2023, 2024 Budget & Mill Levy Adoption. Open: 7:20pm. No Discussion. Closed: 7:20pm
Trustee Brent McWhirter made a motion to approve Resolution 12 Series 2023 A Resolution Summarizing Expenditures And Revenues For Each Fund And Adopting the Budget For The Town of Mancos Colorado, For The Calendar Year Beginning On The First Day Of January 2024 And Ending On The Last Day Of December 2024 And Levying Property Taxes For The Year 2024 To Help Defray The Costs Of Government For the Town of Mancos, Colorado For the 2024 Budget Year. Trustee Richard Tokar seconds the motion. Motion passed with a unanimous vote.
2. Trustee Ed Hallam made a motion to approve the amendment to the lease for the GMC Lot. Trustee Nick Manning seconds the motion. Motion passed with a unanimous vote.
3. Trustee Richard Tokar made a motion to accept the proposal from SGM for field Survey services at Riverside addition subdivision. Trustee Brent McWhirter seconds the motion. Motion passed with a unanimous vote.
4. Trustee Richard Tokar made a motion to approve Resolution 1 Series 2024 A Resolution Designating A Public Place For The Posting Of Notices Of Public Meetings In The Town of Mancos And Approving A Schedule of Regular Board of Trustees Meetings For 2024. Trustee Brent McWhirter seconds the motion. Motion passed with a unanimous vote.
5. Trustee Nick Manning made a motion to approve Resolution 2 Series 2024 A Resolution of the Town of Mancos, Colorado adopting new plant investment fees. Trustee Janice Bryan seconds the motion. Motion passed with a unanimous vote.
6. Trustee Brent McWhirter made a motion to approve Resolution 3 Series 2024 A Resolution Pursuant to Sec. 13-1-40 Of The Mancos Municipal Code With Regard To An Increase In Water and Sewer Rates For The Town Of Mancos. Trustee Nick Manning seconds the motion. Motion passed with a unanimous vote.
7. Trustee Brent McWhirter made a motion to approve Resolution 11 Series 2023 A Resolution for Supplemental Budget & Appropriating Additional Sums of Money To Defray Expenses In Excess Of Amounts Budgeted For the Year 2023

For The Town Of Mancos Colorado. Mayor Pro Tem seconds the motion.
Motion passed with a unanimous vote.

8. Community Development Action Plan Approval – No Action
9. Mayor Pro Tem Cindy Simpson made a motion to cancel the December 27, 2023 Regular Scheduled Board Meeting. Trustee Ed Hallam seconds the motion. Motion passed with a unanimous vote.

K. *Items for December 20, 2023 Meeting*

- *Public Hearing: Land Use Code Text Amendments*

L. **Executive Session** – Trustee Brent McWhirter makes a motion to go into Executive Session to discuss the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest under C.R.S Section 24-6-402(4)(a). Mayor Pro Tem Cindy Simpson seconds the motion. Motion passed. 7:56pm enter Executive Session. Present: Mayor Queenie Barz, Mayor Pro Tem Cindy Simpson, Trustee Janice Bryan, Trustee Richard Tokar, Trustee Ed Hallam, Trustee Nick Manning, Trustee Brent McWhirter, Town Attorney David Liberman, Town Administrator Heather Alvarez, and Planning and Economic Coordinator Jason Armstrong. 8:15pm conclude Executive Session. No Action.

M. **Executive Session** – Trustee Brent McWhirter makes a motion to go into Executive Session for a conference with Town Attorney for purposes of Receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b) regarding 422 Grand Ave Litigation. Mayor Pro Tem Cindy Simpson seconds the motion. Motion Passed. 8:19pm enter Executive Session. Present: Mayor Queenie Barz, Mayor Pro Tem Cindy Simpson, Trustee Janice Bryan, Trustee Richard Tokar, Trustee Ed Hallam, Trustee Nick Manning, Trustee Brent McWhirter, Town Attorney David Liberman, Town Administrator Heather Alvarez, and Planning and Economic Coordinator Jason Armstrong. 9:07pm conclude Executive Session. No Action.

N. **Adjournment**

Trustee Ed Hallam made the motion to adjourn the meeting at 9:10 pm.

Mayor Queenie Barz

Town Clerk/Treasurer Jamie Higgins

TOWN OF MANCOS
BOARD of TRUSTEES MEETING MINUTES
December 20, 2023
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 Janice Bryan, Trustee Richard Tokar, Trustee Ed Hallam, Trustee Nick Manning, Trustee Brent McWhirter and Student Liaison Randi Lewis.

Absent: None

Staff Present: Town Administrator Heather Alvarez, Deputy Town Clerk Mercedes Yanito, and Town Clerk Jamie Higgins.

- D. APPROVAL OF THE AGENDA:** Trustee Janice Bryan made the motion to approve the December 20, 2023, as presented by staff. Mayor Pro Tem Cindy Simpson seconds the motion. Motion passed.

- E. AUDIENCE BUSINESS:**

- None

- F. DISCUSSION AND ACTION ITEMS**

1. Public Hearing: Ordinance 777 Series 2023 Land Use Code Text Amendments Related to Design Requirements in Commercial Districts. Open: 7:20pm. No Discussion. Closed: 7:20pm
Mayor Pro Tem Cindy Simpson made a motion to approve Ordinance 777 Series 2023 An Ordinance Making Certain Text Amendments To The Town Of Mancos Land Use Code Related to Design Requirements In Commercial Districts, with the changes Planning and Zoning made. Trustee Brent McWhirter seconds the motion. Motion passed with a unanimous vote.

- G. Adjournment**

Trustee Richard Tokar made the motion to adjourn the meeting at 7:30 pm.

Mayor Queenie Barz

Town Clerk/Treasurer Jamie Higgins

Report Criteria:

Report type: Invoice detail

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

Check Issue Date	Payee	Description	Check Amount
12/20/2023	A & J Electric	PW Crimps and Shrink Tube	379.72
12/13/2023	A & J Electric	Water Plant Maintenance	250.00
12/13/2023	A T & T Mobility	Cell Phones	606.41
12/04/2023	AFLAC	Employee Benefits	560.72
12/13/2023	Amazon Capital Services	Office Supplies	60.03
12/20/2023	Atmos Energy	Natural Gas	740.41
12/13/2023	Barz, Queenie	Board of Trustees Mayor	300.00
12/21/2023	Barz, Queenie	Mileage Reimbursement	387.76
12/13/2023	Brind'Amour, Peter	P&Z Commission	50.00
12/13/2023	Bryan, Janice	Trustee Services	200.00
12/20/2023	Caselle, Inc	Annual Support and Maint Dues	9,884.00
12/04/2023	CEBT	Employee Benefits	23,637.20
12/04/2023	CEBT	Employee Benefits	1,747.60
12/20/2023	CenturyLink	Phones	75.23
12/13/2023	Choice Building Supply Inc.	Equipment	18.99
12/20/2023	CIRSA	WC Claim	315.04
12/13/2023	Coker, Ann	P&Z Commission	50.00
12/13/2023	Comfort Air	IT Room	7,690.00
12/13/2023	Corporate Payment Systems	Supplies	3,326.00
12/13/2023	Cox Conoco	Parts/Vehicle Repairs/Fuel	3,936.59
12/13/2023	Cullum & Brown	Blower for Lagoon	5,214.64
12/20/2023	DPC Industries	Chemicals	2,458.63
12/20/2023	Durango Herald	Digital and Print Subscription	63.00
12/20/2023	Eaton Engineering LLC	WWTP Professional Services	1,941.00
12/13/2023	Empire Electric	Electric	2,204.06
12/13/2023	Empire Electric	Electric	1,416.12
12/20/2023	Empire Electric	Electric	4,119.95
12/13/2023	FastTrack Communications, Inc.	Internet	112.50
12/13/2023	Fraley & Co	Propane	292.33
12/13/2023	Front Range Winwater Works Co.	Meters	1,279.85
12/20/2023	Great Western Building Systems	MMO Building	20,052.82
12/13/2023	Green Analytical Lab	Sewer Tests	563.00
12/20/2023	Guardian Pest Control	Pest Control	196.00
12/13/2023	Hallam, Ed	Trustee Services	200.00
12/19/2023	Hercules Storage Containers LLC	20' Container Move	300.00
12/13/2023	ImageNet Consulting LLC	Copier Lease	284.30
12/13/2023	Intermountain Farmers Association	Supplies	121.37
12/20/2023	Itron, Inc.	Meter Maint	4,195.22
12/20/2023	John Deere Financial	PW Boots	375.47
12/13/2023	Keesee Motor Co.	Radiator Asy	576.45
12/13/2023	Le Pew Porta Johns	Port a John	79.50
12/13/2023	Lexipol, LLC	Annual Law Enforcement Policy Manual	2,890.47
12/13/2023	Mancos Conservation District	DOLA Grant	29,292.15
12/13/2023	Manning, Nicholas	Trustee Services	200.00
12/13/2023	Martin, Joshua	Building Inspections & Consultations Dec	1,600.00
12/13/2023	McWhirter, Brent	Trustee Services	200.00
12/13/2023	Mountainland Supply Company	WTP Spare Backwash Motor & Pump	3,652.79
12/13/2023	NAPA/Partners In Parts, Inc.	PW Repairs	371.96
12/13/2023	P & D Grocery	PW Supplies	203.65
12/13/2023	Personnel Safety Enterprises	Supplies and First Aid Kit Refil	326.75
12/13/2023	Quadient Leasing USA, Inc	Postage	250.00
12/13/2023	Quadient Leasing USA, Inc	Postage	250.00
12/13/2023	Safebuilt, LLC Lockbox #88135	P&Z Consult	250.00

Check Issue Date	Payee	Description	Check Amount
12/13/2023	San Juan Basin Health/Lab Bill	Water Tests	286.00
12/13/2023	Seibert, Catherine	P&Z Commission	50.00
12/13/2023	SGM	Engineer on Call	1,812.25
12/20/2023	SGM	Development Review	2,119.00
12/20/2023	SGM	Engineer on Call	206.25
12/13/2023	SGM	WTP Improvements Tank #1 Replaceme	2,225.25
12/13/2023	SGM	WWTF Improvements	6,721.50
12/13/2023	SGM	Stormwater Master Plan	2,359.25
12/20/2023	SGM	WTP Improvements Tank #1	945.00
12/20/2023	SGM	Engineer on Call	7,526.75
12/20/2023	SGM	Stormwater Masterplan	2,957.25
12/13/2023	Simpson, Cindy	Trustee Services	200.00
12/13/2023	Stout, Carol	P&Z Commission	50.00
12/13/2023	Superior Auto Supply	MMO Vehicle Repairs	208.04
12/13/2023	Tokar, Richard	Trustee Services	200.00
12/13/2023	Town of Mancos	Water & Sewer	771.62
12/13/2023	Town of Mancos	Water & Sewer	4,776.50
12/13/2023	Trautner Geotech LLC	WTP Water Tank	1,321.50
12/13/2023	UNCC	Meter Reads	15.48
12/20/2023	USA Blue Book	WWTP Supplies	3,059.90
12/13/2023	Wanger, Michael	Municipal judge	250.00
12/13/2023	Waste Management of Colorado	Refuse	138.32
12/13/2023	Waste Management of Colorado	Refuse	69.18
12/04/2023	Wex Bank	Fuel	1,184.72
12/04/2023	Wex Bank	Fuel	978.07
Grand Totals:			180,181.51
Payroll			\$63,857.58

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: 01/10/2024
Re: Art Gallery Permit – Painted Turtle Studio, Inc

Recommendation

After public hearing, approve the Art Gallery Permit for Painted Turtle Studio, Inc 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 an Art Gallery Permit.

There have been no violations at the Painted Turtle Studio, Inc in the last 12 months and Mancos Marshal's office does not have any objections.

Resource Impact

None.

Attachments

Application & Supporting Documentation

Retail Establishment Permit Initial Application and Renewal

This application applies to retail establishments and art galleries.

Initial Application

Renewal

State Fee: \$93.25

Local License Fee: \$3.75

Name of Local Licensing Authority:

Local Application Fee: \$ (please contact the local licensing authority within the jurisdiction in which the retail establishment is located to determine their local application fee amount).

Note – Due to the 15-day notice requirements, please file this application simultaneously with your local and state licensing authorities for necessary review.

Section A – Applicant Information

Applicant Name

Sarah Allen

State Sales Tax Number of Applicant

310988040000

Trade Name of Establishment (DBA)

Painted Turtle Studio, Inc

Permit Number (if Renewal)

Street Address

200 W Grand Ave

Phone Number

City

Mancos

County

Montezuma

State

Co

ZIP Code

81328

Mailing Address

City or Town

Mancos

State

CO

ZIP Code

81328

Email Address

paintedturtlestudio@gmail.com

Check the option that applies.

- Art Gallery:** is a retail establishment that has the primary purpose of exhibiting and offering for sale works of fine art or precious or semiprecious metals or stones.
- Retail Establishment:** is an establishment that has the primary purpose of selling goods or services to the public and that: (I) conducts business at a physical building in Colorado; and (II) derives less than fifty percent (50%) of the establishment's gross sales of goods and services from the sale of food.

Section B – Art Gallery

Note – Only fill out this section if you qualified as an Art Gallery in the bottom question on page 1.

Please indicate that the primary purpose of the art gallery is to exhibit or offer for sale:

- Works of fine arts as defined in section 6-15-101; or
- Precious or semiprecious metals or stones as defined in section 18-16-102; or
- Both of the above.

- Does the applicant sell alcohol beverages by the drink?..... Yes No
- Will the applicant abide by the serving size limitations as listed in 44-3-424(1)(b) (IV)-(VII), C.R.S.? Yes No
- Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for complimentary beverages for consumption on the premises? Yes No
- Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served?..... Yes No
- Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year? Yes No
- Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.? Yes No
-

Section C – Retail Establishment

Note – Only fill out this section if you qualified as a Retail Establishment in the bottom question on page 1.

- Does the applicant have more than 25 employees at the proposed location? Yes No
- Does the applicant have retail sales that exceed five million dollars per calendar year at the proposed location? Yes No
- Does the applicant sell firearms, motor vehicles, marijuana, gasoline, or diesel fuel?..... Yes No
- Does the applicant educate students from kindergarten to twelfth grade or provide childcare? Yes No
- Is the applicant a convenience store? Yes No
- Does the applicant sell alcohol beverages by the drink? Yes No
- Will the applicant abide by the serving size limitations as listed in 44-3-424(1) (b)(IV)-(VII), C.R.S.? Yes No
- Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for the complimentary beverages for consumption on the premises? Yes No

Section C – Retail Establishment (continued)

- Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served? Yes No
- Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year? Yes No
- Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.? Yes No

Section D – Checklist And Event Details

Note – This section applies to **both** Art Gallery and Retail Establishment permit applicants

- Attach a copy of a deed or lease in the exact name of the applicant reflecting possession of the premises for at least one year after the date of the application.
- Attach a diagram of the premises that reflects the area within the premises where alcohol beverages will be stored, served, possessed, and consumed.

Does the applicant hold or have interest in any liquor license(s)? Yes No

Retail establishment permittees are permitted to have an interest in the following, as listed in C.R.S. §44-3-424(6)(b):

- Beer & Wine
- Hotel & Restaurant
- Tavern
- Brew Pub
- Club
- Arts License
- Racetrack
- Public Transportation System
- Optional Premises
- Retail Gaming Tavern
- Vintner’s Restaurant
- Distillery Pub
- Lodging and Entertainment
- Bed and Breakfast Permit
- Fermented Malt Beverage and Wine Retailer
- Fermented Malt Beverage (On)
- Fermented Malt Beverage (On/Off)
- Other retail establishments holding a Retail Establishment Permit
- A financial institution as defined by 44-3-308(4)

If Yes, provide the license number and license type of any liquor license(s) held by the applicant. (Please attach a separate sheet to this application if additional space is needed.)

License Number	License Type
<input type="text"/>	<input type="text"/>
License Number	License Type
<input type="text"/>	<input type="text"/>
License Number	License Type
<input type="text"/>	<input type="text"/>
License Number	License Type
<input type="text"/>	<input type="text"/>

Section D – Checklist And Event Details (continued)

Please list all dates of service for the proposed permit year below:

(Please attach a separate sheet to this application if additional space is needed.)

Date

From: 12/10/23.

To: 12/10/23.

Date

From: 9/15/24

To: 9/15/24

Date

From: 1/14/24

To: 1/14/24

Date

From: 10/13/24

To: 10/13/24

Date

From: 2/11/24

To: 2/11/24

Date

From: 11/10/24

To: 11/10/24

Date

From: 3/10/24

To: 3/10/24

Date

From: 12/8/24

To: 12/8/24

Date

From: 4/14/24

To: 4/14/24

Date

From:

To:

Date

From: 5/12/24

To: 5/12/24

Date

From:

To:

Date

From: 6/16/24

To: 6/16/24

Date

From:

To:

Date

From: 7/14/24

To: 7/14/24

Date

From:

To:

Date

From: 8/11/24

To: 8/11/24

Date


From:

To:

Oath Of Applicant

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 and Wine Code which affect my license.

Title
Owner

Signature  Date (MM/DD/YY)
11/15/23

Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County) Date filed With Local Authority

Title

Signature Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Title

Signature Date (MM/DD/YY)

Do Not Write in this Space – For Department of Revenue use only

Total

STAFF REPORT

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

Recommendation

Set the perimeters as the Town of Mancos town limits for petition circulation for the liquor license application from Family Dollar Stores of Colorado and set a Public Hearing for January 24, 2024 for licensing decision.

Background/Discussion

Family Dollar has submitted paperwork requesting a Beer and Wine license for 560 West Menefee Street in Mancos town limits.

The next step in the process is for the Board to set the perimeters for petition circulation For Family Dollar and the Mancos Marshal's Office to circulate petitions, and return them to the Town Clerk/Treasurer by January 22, 2024 for signature verification for the January 24, 2024 Board meeting.

Family Dollar's location is in compliance with our Town code. The Mancos Marshal's Office has no objections.

The next step is to conduct a public hearing before the Board for review and decision with regard to the liquor license. This will happen at the January 24, 2024 meeting.

Attachments

None

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator
Date: January 10, 2024
Re: 2024 Final Mill Levy Certification & Budget Amendment

Recommendation

Approve Resolution 4 Series 2024 A Resolution for Supplemental Budget Amending Mill Levy Per Final Certification Of Values Received From Montezuma County For the Year 2024 For The Town Of Mancos Colorado

Background/Discussion

As discussed when adopting the 2024 budget, we received the final certification of values later this year due to recent legislative changes. The document was received on 12/27/2023, and it did reflect a reduced gross total taxable assessed valuation.

This change requires a budget and mill levy amendment as soon as possible because legislation now requires municipalities send this information to their respective counties by early January.

Fiscal Impact

Property tax revenue decreased from \$124,178 to \$112,302 for FY2024.

Attachments

Resolution 4 Series 2024
Revised Mill Levy Certification

TOWN OF MANCOS
Resolution 4 Series 2024

A Resolution for Supplemental Budget Amending Mill Levy Per Final Certification Of Values
Received From Montezuma County For the Year 2024 For The Town Of Mancos Colorado

WHEREAS, the Town of Mancos received the final certification of values from the Montezuma County Assessor on December 27, 2023 for the year 2024; and

WHEREAS, the final certification showed gross total taxable assessed valuation of \$11,892,590

WHEREAS, the amount certified in the final certification is different from the preliminary certification of values received in October 2023 for the year 2024 which showed gross total taxable assessed valuation of \$13,150,220;

WHEREAS, the amount of money necessary to balance the budget for the general operating purposes from property tax revenue is \$112,302; and

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

Section 1. For purposes of meeting the operational and capital needs of the general fund in the 2024 budget year, there is hereby levied a tax of 9.443 mills upon each dollar of total valuation for assessment of all taxable property with the Town for the tax year 2023 and the budget year 2024. The Town Clerk is hereby authorized and directed to certify the Town of Mancos mill levy to the Montezuma County Commissioners as determined herein and set based upon the final certification of valuation from the County Assessor.

Section 2. Property Tax Revenue for the 2024 budget is hereby reduced from \$124,178 to \$112,302 for tax year 2023 and budget year 2024.

BE IT FURTHER RESOLVED that if any part of this resolution is found to be unenforceable or unconstitutional by a court of law, no other section of said resolution shall be held to be invalid.

Passed, adopted and approved this 10th Day of January 2024.

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Mayor Ellen "Queenie" Barz

Jamie Higgins
Town Clerk/Treasurer

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Montezuma County, Colorado.

On behalf of the Town of Mancos, Colorado,
(taxing entity)^A

the Board of Trustees,
(governing body)^B

of the Town of Mancos, Colorado,
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 11,892,590 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ _____ (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

Submitted: 1/10/2024 for budget/fiscal year 2024.
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	9.443 mills	\$ 112,302
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	9.443 mills	\$ 112,302
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	9.443 mills	\$ 112,302

Contact person: Jamie Higgins Daytime phone: (970) 533-7725
(print)

Signed: _____ Title: Town Clerk/Treasurer

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator
Date: January 10, 2024
Re: Intergovernmental Agreement with Colorado Department of Transportation related to the Grand Avenue ADA Intersection and Sidewalk Construction Project

Recommendation

Authorize the Town Administrator to execute the IGA with CDOT for the Grand Avenue ADA Intersection and Sidewalk Construction Project

Background/Discussion

The Town of Mancos has been discussing this project for several years. CDOT will be updating the intersections on Grand Ave. for ADA compliance in addition to some drainage and other upgrade items. The Town of Mancos will be installing sidewalks along some missing locations on Grand Ave. as well. Both entities have opted to collaborate on this project.

The Board of Trustees approved a TAP application to CDOT, and the Town was awarded the funds. CDOT has offered to manage all aspects of this project from design to final construction, on behalf of the Town for our portion, since they will be working at the site anyway.

Attached is an IGA which requires our signature. Town Attorney David Liberman and I have reviewed the agreement. While there are some items we wish to change, this really isn't possible with a CDOT template. Therefore, I am requesting the Board authorize my signature to execute the document.

Fiscal Impact

Grant Funds and General Funds

Attachments

IGA with CDOT

(Local \$CDOTWRK)
PROJECT: C 1601-085 (24618)

REGION: R5 (BH)

CONTRACT

THIS CONTRACT, executed this _____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and TOWN OF MANCOS, PO BOX 487, MANCOS, Colorado, 81328, CDOT Vendor #: 0002000324 (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Contract Encumbrance Amount: \$293,519.83.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.
4. State funds may be awarded pursuant to Multimodal Transportation Options Funding (“MMOF”). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
5. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.
6. The Local Agency has funds available and desires to provide \$284,901.00 for the Work. These funds may be MMOF.
7. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
8. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of the replacement of approximately 66 existing ADA ramps with PROWAG compliant ramps and construct approximately 960 LF of new sidewalk, and the Local Agency shall provide their Contribution toward the Project, in Grand Ave. in Mancos, CO, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. This Contract
- B. **Exhibit A** (Scope of Work)
- C. Other Exhibits in descending order of their attachment.

Section 3. Term

This Contract shall be effective upon approval of the CDOT Chief Engineer or designee and shall terminate on August 22, 2033, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$293,519.83.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$293,519.83** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.
- D. If the project is funded by MMOF, then the Local Agency must submit all documentation necessary to process the payments 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.

Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the work.

- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal

and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R5, 3803. N. Main Ave., Durango, CO 81301. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R5 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Aaron Somogyi
CDOT Region R5
3803. N. Main Ave.
Durango, Colorado 81301
970-335-2102
aaron.somogyi@state.co.us

If to the Local Agency:
Heather Alvarez
TOWN OF MANCOS
PO BOX 487
MANCOS, Colorado 81328
970-533-7725
HALvarez@mancoscolorado.com

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 25. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">THE LOCAL AGENCY TOWN OF MANCOS</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation</p> <p>By: _____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd The Local Agency Signature [if Needed]</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	

EXHIBIT A
SCOPE OF WORK

Name of Project: US 160D Mancos Pedestrian Improvements
Project Number: C 1601-085
SubAccount #: 24618

The scope of work for Project 24618 Mancos Pedestrian Improvements is to replace existing ADA ramps with PROWAG compliant ramps and construct new sidewalk in select locations long Grand Ave. in Mancos, CO.

CDOT is responsible for all project pre-construction and construction cost with the LA contributing project funds through award of Transportation Alternatives Program (TAP). CDOT will collect the \$739,605.00 of federal TAP funds awarded to the Town of Mancos; the Town of Mancos will be responsible for paying \$184,901.00 to CDOT for the required 20% Local Match portion of the TAP award. Additionally the Town of Mancos will contribute \$108,618.83 of project funds to CDOT.

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STAFF REPORT

To: Honorable Mayor and Board of Trustees
From: Jamie Higgins, Town Clerk/Treasurer
Date: January 10, 2024
Re: 2024 Municipal Election IGA

Recommendation

Authorize the Town Clerk to execute the Intergovernmental Agreement (IGA) with Montezuma County Clerk and Recorder to coordinate the 2024 Municipal Election with the Town of Mancos

Background/Discussion

Our municipal election is April 2, 2024. We currently have four Trustee positions and one Mayor position up for reelection.

Kim Percell, Montezuma County Clerk, has once again offered to assist the Town with the election. The Town will be responsible for the entire nomination process and ballot issue process, along with signature verifications required by law. Montezuma County will hire and train our judges and print our ballots for us. In addition, they will utilize their voting machines to count and tabulate our ballots for the election.

This IGA is generally the same IGA we have used in past elections. It has been reviewed by our Town Attorney. His recommendations are in redline for your review.

Policy Impact

Allows the Town to utilize Montezuma County resources for the April 2, 2024 Municipal Election

Attachments

IGA

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF
MANCOS AND THE MONTEZUMA COUNTY CLERK AND RECORDER FOR THE
CONDUCT AND ADMINISTRATION OF THE 2023 COORDINATED ELECTION TO
BE HELD ~~NOVEMBER 7, 2023~~ APRIL 2, 2024**

This Intergovernmental Agreement for coordinated election (“IGA”) is made and entered into by and between the Town of Mancos (the “Jurisdiction”) and the County Clerk and Recorder for Montezuma County, Colorado (the “County Clerk”), together “the Parties.”

1. RECITALS AND PURPOSES

1.1 As provided by law, the County Clerk shall conduct an election on behalf of the Jurisdiction, whose election is part of the coordinated election.;

1.2 The Jurisdiction is a political subdivision that is authorized to hold an election as provided by law;

1.3 The election to be held on April 2, 2024 (the “Election”) shall be conducted pursuant to the Uniform Election Code of 1992 § 1-13.5-101, C.R.S., *et seq.* (“the Code”) and the Rules and Regulations of the Colorado Secretary of State 8 CCR 1505-1, *et seq.* “Rules Concerning Elections” (“the Rules”) as a “mail ballot election” as defined under § 1-7.5-102, C.R.S.;

1.4 Pursuant to § 1-7-116(2), C.R.S., the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election;

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and non-resident property owners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County, the Jurisdiction and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 **Chief Designated Election Official.** The County Clerk shall act as the **Chief** Designated Election Official, hereafter “County Clerk,” in accordance with § 1-1-110, C.R.S. and will be responsible for the administration of the Election as detailed in statutes, the Code, and the Rules.

2.2 **Designated Election Official.** Montezuma County Clerk and Recorder Kim Percell will be the primary liaison and contact for the County Clerk. The Jurisdiction designates **Jamie Higgins** as its “Designated Election Official” (DEO) who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction’s obligations under this IGA. Nothing in this IGA relieves the County Clerk or the Jurisdiction’s Governing Board from their official responsibilities for the conduct or in the holding of the Election as required by law.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 30, 2024.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the County Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the January 29, 2024 certification of the ballot, without the approval or direction of the County Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction’s review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the County Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the County Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction’s DEO shall have **no more than four (4) hours** from the time the County Clerk sends the final ballot proofs to perform the final review and proofread. The County Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

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3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each registered elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between March 11, 2024 and March 18, 2024. In cooperation and coordination with the County Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots.

3.4 ***Voter Service and Polling Centers.*** The County Clerk shall provide a Voter Service and Polling Centers from March 11, 2024 through Election Day. The County Clerk will train the Municipal Clerk and staff to operate Voter Service and Polling Centers according to § 1-7.5-107(4.5)(a)(I), C.R.S.

3.5 ***Additional ballots.*** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular, Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), and provisional ballots to registered electors in the manner and method required by the Code.

3.6 ***Mail ballots.*** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; an inner verification/privacy return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 ***Ballot security.*** The County Clerk will track ballot inventory and provide security for all ballots as required by the Code.

3.8 ***Election Judges.*** The County Clerk will appoint, train, provide written and/or online materials to and pay a sufficient number of qualified election judges to receive and process voted ballots.

3.9 ***Election Notices.*** The County Clerk shall post within their office an Election notice required by the Code.

3.10 ***TABOR Notice.*** If applicable, the County Clerk, through a vendor, will distribute to all Montezuma County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in Section 5 below. The County Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to the TABOR Notice.

3.11 ***Testing.*** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.12 ***Tally.*** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The County Clerk will release initial election returns after 7:00 p.m. on the date of the Election. The unofficial results will be published to the State's Election Night

Reporting site throughout election night. The County Clerk will count and tally valid cured and provisional ballots on or before 5:00 pm on April 10, 2024.

3.13 **Certification of results.** Jurisdictions will be issued a certified statement of results by April 12, 2024.

4. RESPONSIBILITIES OF JURISDICTION

4.1 **Authorization to Hold Election.** The Jurisdiction must provide the County Clerk along with a signed copy of this IGA a certified copy of the ordinance or resolution stating that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this IGA. The ordinance or resolution must authorize the presiding officer of the Jurisdiction or other designated person to execute this IGA.

4.2 **Boundaries of Jurisdiction.** If any annexations to the Jurisdiction have occurred between November 1, 2019 and the date of the signing of this IGA, the Jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA. (Last day to make boundary changes is January 3, 2024)

4.3 **Ballot content and layout.** No later than January 29, 2024, the DEO shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the County Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot measure(s) the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in § 1-5-412, C.R.S. at the Jurisdiction's expense. The County Clerk assigns the ballot measure(s) number(s).

4.4 **Audio for visually impaired.** No later than the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall confirm that each candidate has provided a clearly spoken recording of the candidate's name. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.5 **Election Notices.** The Jurisdiction shall publish all Election notices required by the Code. The Jurisdiction shall bear full responsibility for any Election notices published.

4.6 **TABOR Notice.** The Jurisdiction decides to use the Clerk's Office they shall provide to the County Clerk all required TABOR Notices concerning ballot measure(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by noon on February 19,

2024. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and review of the TABOR Notice. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the TABOR Notice.

4.7 **Final layout.** The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review and proofread and approve the layout, format, and text of the final draft form of the Jurisdiction’s official ballot and, if applicable, TABOR Notice **within four (4) hours** of the County Clerk providing the Jurisdiction with the copy to be proofed.

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4.8 **Testing.** The Jurisdiction may be asked to provide a person to participate in Logic and Accuracy Tests, which will be scheduled during the week of February 26, 2024.

4.9 **Cancellation of Election by the Jurisdiction.** If the Jurisdiction resolves not to hold the election or to withdraw a ballot measure(s), the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk must be in writing. If by email with email confirmation of receipt from the County Clerk or her designee. The Jurisdiction shall provide proof to the County Clerk of the Jurisdiction’s formal action canceling the election or withdrawing a ballot measure(s) as soon as practicable after the Jurisdiction’s formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdiction’s election, both before and after the County Clerk’s receipt of such notice. The Jurisdiction shall provide notice by publication in a newspaper(s) of general circulation within the Jurisdiction of such cancellation of the election or withdrawal of ballot measure(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot measure(s) in the office of the County Clerk, and the DEO shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in § 1-5-208, C.R.S.

4.10 **Canvass.** The Jurisdiction may be asked to provide a representative who is a registered voter in the Jurisdiction to serve as a member of the Board of Canvassers who certify the Election. If the Jurisdiction requires an Abstract of Votes Cast separate from the Canvass documents, the Jurisdiction will provide the County Clerk with the required forms prior to the date by which the Board of Canvassers meets.

4.11 PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS

4.11.1 **Boundaries of Jurisdiction.** Jurisdiction shall obtain, then certify to the County Clerk by December 28, 2023 at noon all addresses in the County Clerk’s address library for the Jurisdiction. Any changes to the County Clerk’s address library after this date will increase costs.

4.11.2 **Non-resident property owners entitled to vote.** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the DEO must submit a list of such non-resident property owners who may be entitled to vote in the Jurisdiction's election to the County Clerk no later than February 26, 2024. All such property owner lists must be in Microsoft Excel or CSV (Comma-separated values) file. The County Clerk will send a Non-Resident Property Owner Letter to those on the list that includes a self-affirmation to establish eligibility. The County Clerk will send mail ballots to the non-resident property owners who return to the County Clerk the signed affirmation establishing their eligibility.

5. PAYMENT

5.1 Intent. This section addresses the reasonable sharing of the actual cost of the Election among the County and the jurisdictions participating in the Election.

5.2 Responsibility for costs. The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to, overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the Election on behalf of the Jurisdiction.

5.3 Invoice. The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the County Clerk's costs and expenses in administering the Election within thirty (30) days of receiving an invoice from the County Clerk. If the invoice is not timely paid by the Jurisdiction, the County Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

5.4 Cost Allocation. The County Clerk will determine the Jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the General election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR Notice publication and mailing costs will also be billed for in the invoice. If the Jurisdiction is placing a ballot measure that requires additional costs specific to that Jurisdiction's ballot measure, the Jurisdiction will be also be billed for that portion of the costs in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the County Clerk agrees to a longer period of time.

5.5 Disputes. The Parties shall attempt to resolve disputes about the invoice or payment of the invoice. If the Parties cannot reach a resolution and in the event of litigation, jurisdiction and venue shall be in Montezuma County District or Montezuma County Court, depending on the amount.

6. MISCELLANEOUS

6.1 **Notices to Parties.** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party(ies) or address(es) as may hereafter be designated in writing.

To County Clerk:

Kim Percell
[info](#)
140 West Main Street, Suite 1
Cortez, CO 81201
Fax: 970-565-3728
E-mail: kpercell@co.montezuma.co.us

To DEO:

Jamie Higgins, [Need to add contact](#)

6.2 **Amendment.** This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.

6.3 **Integration.** The Parties acknowledge that this IGA constitutes the sole agreement between the Parties relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this IGA are of no force and effect. This IGA fully supersedes any previous “Intergovernmental Agreement” between the Parties.

6.4 **Waiver of Claims.** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the County Clerk related to the County Clerk’s processing or administration of the Election except as specified in paragraph 6.5 below and claims arising out of willful and wanton acts of the County Clerk.

6.5 **Limitation of Liability.** If a lawsuit is filed challenging the validity of the Jurisdiction’s election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the County Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction’s election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the County Clerk’s sole responsibility and liability shall be to refund to the Jurisdiction all amounts paid to the County Clerk under Section 5 above. The County Clerk shall have no other responsibility for or liability to any parties of or third parties in connection with the lawsuit, including, but not limited to, any judgment, damages, costs, or fees.

6.6 **Conflicts of this IGA with the Law, Impairment.** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

6.7 **Time of the Essence.** Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

6.8 **Good Faith.** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

6.9 **Third Party Beneficiary.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

6.10 **No Waiver.** No waiver of any of the provisions of this IGA constitutes a waiver of any other of the provisions of this IGA, and no such waiver constitutes a continuing waiver, unless otherwise expressly provided in this IGA, nor will the waiver of any default under this IGA be deemed a waiver of any subsequent default.

6.11 **Appropriation.** The Parties' obligations under this IGA outside the current fiscal year are conditioned on the prior appropriation of good and sufficient funds for such purpose, pursuant to § 29-1-110, C.R.S. The Parties affirmatively assert that each has budgeted sufficient funds for its obligations under this IGA for the year it was executed.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Montezuma County

Town of Dolores

Kim Percell Date
Montezuma County Clerk and Recorder

Jamie Higgins Date
Designated Election Official
Printed Name: _____
Title: _____
Telephone: _____
Email: _____