

TOWN OF MANCOS
BOARD of TRUSTEES WORKSHOP
March 13, 2024 6:00 P.M.

Joint Workshop – Mancos Creative District Joint Workshop
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

March 13, 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 February 14, 2024
- F. Treasurer Report: February Bills & Claims
- G. Audience Business
- H. Announcements
- I. Committee Reports
 - Montezuma County Commissioner Update
 - Student Liaison Update
 - Region 9 Update
- J. Discussion and Action Items
 - 1. Hand In Hand Shop LLC Liquor License Perimeters & Public Hearing Date
 - 2. 2023 Sales Tax Revenue Update
 - 3. Resolution 6 Series 2024: 2024 Dispatch Agreement Renewal
 - 4. Resolution 7 Series 2024: Resolution in Opposition of HB24-1152
 - 5. REDI Grant Application Approval
 - 6. Unhoused Public Meeting Final Details & Trustee Decision
 - 7. Public Hearing: Ordinance 778 Series 2024: Empire Electric Franchise Agreement First Reading
 - 8. Cortez Animal Shelter IGA
- K. *Items for March 27, 2024 Meeting*
 - *Public Hearing: Ordinance 778 Series 2024: Empire Electric Franchise Agreement Second Reading and Adoption*
- L. 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**
- M. Adjournment

Town of Mancos & Mancos Conservation District Partnership Update



January 1, 2024

Urban Water Conservation

Water Conservation Educational Materials

- MCD has been sharing water conservation-based messages on social media.
- MCD has begun storyboarding a Municipal water conservation story
 - We envision conducting interviews with municipal water providers, like the Town, Mancos Rural Water, and Mesa Verde to share about how these entities are working to conserve water in the Valley through an engaging 'story'.
- MCD met with Resource Central to discuss bringing their native landscaping program, Garden in a Box, to Southwestern Colorado to engage residents in low water alternatives for turf.
- MCD has begun to brainstorm for a spring workshop to highlight water conservation, native landscape, and soil health for residents.

Mancos Public Library Friday Program

MCD resumed teaching "River Literacy" lessons on the first and third Friday of every month for the Mancos Public Library's Friday Program. Taylor and Sensa create lessons each month that engage elementary-aged students on the importance of, and our connection to, the Mancos River.

- November - We held two lessons on the importance of Beavers in our watershed. The kids learned about beaver habitat, the benefits of beavers, and how to create their own beaver dams to slow down the flow of water.
- December - We held two lessons, one focused on clouds and weather and the other on snowflakes.



Partners in the Outdoors Grant

MCD received the Partners in the Outdoors grant from Colorado Parks and Wildlife to focus on adult environmental education and stewardship. For this grant, MCD has hosted The Mancos Splash, a Mancos River Cleanup Day, and Mancos Watershed Tour.

Mancos School District Partnership - 5th Grade Art Class

MCD staff worked with art teacher, Alys, and both 5th grade classes to create conservation posters with the theme “One Water”. Students took several weeks to create their posters with MCD staff visiting during their class time to answer any questions they had about conservation. After the posters were finished, they were hung up at the Mancos Public Library for three weeks for the public to vote and pick their top 3 favorites. After winners were selected, staff had a party with the 5th grade students to announce the winners and have cupcakes to celebrate all of their hard work.



Mancos School District Partnership - 8th Grade Science Fair Project

Sensa worked with an 8th grade student to plan his science fair project and conduct his research. Sensa aided in coordinating the collection of soil samples on private property and the analyzing of data with Kirsten Brown from the Department of Mining, Reclamation, and Safety. The science fair project will be presented at the science fair on January 19th.



Mancos School District Partnership - Mancos High School Chemistry Class

MCD staff have been working with the High School Chemistry teacher to provide once a month lessons on River Watch to students. We have completed 1 introduction lesson on water quality monitoring and why it's important and 2 sample collection lessons where students are learning to collect and titrate their samples.

Next Steps:

- Explore drought planning options for the ToM in order to avoid scenarios where water can't be provided to ToM residents.
- Continue creating water conservation education materials such as 'slogans' that can be placed on bills and social media
 - Topics could include: rain barrels, soil moisture measuring for lawns, turf replacement, xeriscaping,
- MCD will continue to support the Town on water conservation efforts and campaigns
- MCD will be hosting more adult engagement opportunities through the Colorado Parks and Wildlife grant to engage residents on topics around conservation.

TOWN OF MANCOS
BOARD of TRUSTEES MEETING MINUTES
February 14, 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, Trustee Nick Manning, Trustee Janice Bryan, Trustee Richard Tokar, Trustee Brent McWhirter, Trustee Ed Hallam, Student Liaison Haylie Higgins.

Absent: Mayor Pro Tem Cindy Simpson

Staff Present: Town Clerk Jamie Higgins, Community and Economic Development Director Jason Armstrong, Public Works Director Terry Jennings, Town Marshal Justen Goodall, Town Attorney David Liberman, Deputy Clerk Mercedes Yanito, Student Liaison Tori McKinley, Student Liaison Randi Lewis

Absent: Town Administrator Heather Alvarez

D. APPROVAL OF THE AGENDA: Trustee Richard Tokar made the motion to approve the February 14, 2024 agenda. Trustee Nick Manning seconds the motion. Motion passed.

E. APPROVAL OF THE MINUTES: Trustee Janice Bryan made the motion to approve the minutes of January 24, 2024. Trustee Brent McWhirter seconds the motion. Motion passed.

F. Treasurer Report: January Bills & Claims: Trustee Richard Tokar made the motion to approve the January Bills & Claims. Trustee Janice Bryan seconds the motion. Motion passed.

G. AUDIENCE BUSINESS: None

H. ANNOUNCEMENTS:

- Jamie – election update, CDOT – Heather Alvarez is appointed TPR
- Jason – Visioning Survey
- Terry – updated the Board regarding the water tank.

I. COMMITTEE REPORTS

- Montezuma County Commissioner Update – Gerald Koppenhafer updated the Board regarding the Ute Solar Project

- Student Liaison Update – Haylie Higgins updated the Board regarding the schools activities
- Montezuma County Planning Commission – Queenie Barz updated the Board on what was discussed at the Planning Commission
- Region 9 – Janice Bryan updated the Board regarding the broadband project
- CDOT TPR – Richard Tokar updated the Board regarding bills/ projects
- Town of Mancos Planning Commission – Nick Manning updated the Board on what was discussed at the Planning Commission

J. DISCUSSION AND ACTION ITEMS

1. Mancos United Feasibility Study Collaboration – Open: 7:19pm Updated from Mancos United. Closed: 7:22pm
Trustee Brent McWhirter made the motion to approve the Mancos United Feasibility Study Collaboration. Trustee Nick Manning seconds the motion. Motion passed with a unanimous vote.
2. Mutual Aid Omnibus Agreement – Trustee Ed Hallam made the motion to approve the Mutual Aid Omnibus Agreement. Trustee Brent McWhirter seconds the motion. Motion passed with a unanimous vote.
3. Marshal’s Office Vehicle Purchase – Trustee Richard Tokar made the motion to approve the Marshal’s Office Vehicle Purchase. Trustee Janice Bryan seconds the motion. Motion passed with a unanimous vote.
4. Hazardous Trees/Sidewalk Matching Programs – Trustee Brent McWhirter made the motion to approve the Hazardous Trees/ Sidewalk Matching Programs. Trustee Nick Manning seconds the motion. Motion passed with a unanimous vote.
5. HB24-1152 Accessory Dwelling Units Legislation Discussion – Bring resolution to next meeting
6. 422 Grand Ave. Final Update – Attorney David Liberman updated the Board

K. Items for February 28, 2024 Meeting

- *Mancos Creative District Joint Meeting (workshop)*
- *Public Hearing: Ordinance 778 Series 2024: Empire Electric Franchise Agreement First Reading*
- *Mancos Chamber/Mancos Creative District Sales Tax Distribution FYI*
- *Resolution 6 Series 2024: 2024 Dispatch Agreement Renewal (tentative)*
- *Unhoused Meeting Dates from Justen Goodall and Jason Armstrong*

L. ADJOURNMENT – Trustee Ed Hallam made the motion to adjourn the meeting at 7:58 pm.

Mayor Queenie Barz

Deputy Clerk/ Court Clerk Mercedes Yanito

Report Criteria:

Report type: Invoice detail

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

Check Issue Date	Payee	Description	Check Amount
02/14/2024	A T & T Mobility	Cell Phones	611.58
02/14/2024	Adams Overhead Door LLC	Building Maint	364.45
02/14/2024	Adams Overhead Door LLC	Building Maint	364.45
02/14/2024	Amazon Capital Services	Supplies	986.14
02/28/2024	Amazon Capital Services	Board Chairs	1,819.68
02/28/2024	Atmos Energy	Natural Gas	650.94
02/28/2024	Atmos Energy	Natural Gas	184.46
02/14/2024	Barz, Queenie	Mayor Services	300.00
02/14/2024	Brand Central	MMO Cards	220.00
02/14/2024	Brind'Amour, Peter	P&Z Services	50.00
02/14/2024	Bryan, Janice	Trustee Services	200.00
02/14/2024	C&J Gravel Products Inc	Sand & Slicer	943.22
02/01/2024	CEBT	Employee Benefits	17,067.20
02/01/2024	CEBT	Employee Benefits	1,825.60
02/14/2024	Century Equipment	Maintenance	1,013.86
02/28/2024	CenturyLink	Phones	76.99
02/14/2024	City of Cortez	Annual Dispatch Fees 2024	31,225.00
02/14/2024	CNH Industrial Accounts	Lease Agreement	2,354.23
02/14/2024	Coker, Ann	P&Z Services	50.00
02/28/2024	Colorado Gun Fighter, LLC	MMO Equipment	1,071.18
02/28/2024	Colorado Gun Fighter, LLC	MMO Equipment	1,870.50
02/28/2024	Corporate Payment Systems	ED Supplies	1,366.32
02/28/2024	Corporate Payment Systems	Water Dock Repairs	529.50
02/14/2024	Cox Conoco	Fuel	1,402.08
02/14/2024	Drug & Alcohol Testing Associates	Testing Services	180.00
02/28/2024	Economic Development Council of Color	2024 Membership Dues	350.00
02/14/2024	Empire Electric	Electric	2,317.66
02/14/2024	Empire Electric	Electric	1,525.02
02/28/2024	Empire Electric	Electric	4,306.05
02/14/2024	FastTrack Communications, Inc.	Internet	112.50
02/14/2024	Fed Ex	Postage	3.49
02/14/2024	Fraley & Co	Propane	731.44
02/14/2024	Fu, Rustyn	Slavens Riembursement	3.99
02/14/2024	Galls, An Aramark Co.	MMO Uniforms	744.91
02/28/2024	Galls, An Aramark Co.	MMO Uniforms	151.80
02/14/2024	Graphic Lettering Services	Budgeted Truck	103.36
02/14/2024	Green Analytical Lab	Sewer Tests	628.00
02/14/2024	Hallam, Ed	Trustee Services	200.00
02/14/2024	Higgins, Jamie	Employee Referral	500.00
02/14/2024	Intermountain Farmers Association	Snow Blower	1,889.10
02/14/2024	Jonathan Navarro	Decals	250.00
02/14/2024	Le Pew Porta Johns	Port-a-john Rental	255.00
02/14/2024	Liberman, David	Legal Services	2,678.07
02/28/2024	Liberman, David	Legal Services	4,190.47
02/28/2024	Magellan Strategies	Ballot Survey	5,000.00
02/14/2024	Mancos Conservation District	Partnership for Watershed Coordinator	30,000.00
02/21/2024	Mancos United	Community Hub Feasibility Study	4,700.00
02/14/2024	Manning, Nicholas	Trustee Services	200.00
02/14/2024	Martin, Joshua	Feb 2024 Building Inspections & Consulti	1,600.00
02/14/2024	McWhirter, Brent	Trustee Services	200.00
02/28/2024	Mountainland Supply Company	Water Meter Replacement Proj.	6,059.08
02/14/2024	NAPA/Partners In Parts, Inc.	PW Parts	224.99
02/14/2024	NetForce PC, Inc.	Technology Services	2,395.74

Check Issue Date	Payee	Description	Check Amount
02/14/2024	P & D Grocery	Office Supplies	138.66
02/14/2024	P & D Grocery	PW Supplies	21.37
02/14/2024	Quadient Leasing USA, Inc	Postage machine Lease	1,010.10
02/14/2024	Rieck, Kyle	Riembursement	66.18
02/14/2024	S & S Lock Service LLC	Locks and Keys	635.00
02/28/2024	S & S Lock Service LLC	WTP Doors	2,185.00
02/14/2024	Seibert, Catherine	P&Z Services	50.00
02/14/2024	SGM	Development Review	1,081.75
02/28/2024	SGM	Development Review	725.00
02/28/2024	SGM	Engineer on Call	716.25
02/28/2024	SGM	MMO Engineer on Call	910.25
02/14/2024	SGM	WTP Improvements Tank #1	1,830.00
02/14/2024	SGM	WWTF Improvements	8,147.75
02/28/2024	SGM	WTP Improvements Tank #1	245.00
02/28/2024	SGM	Stormwater Master Plan	15,599.75
02/28/2024	Sharp Locks	Service Call and Labor fix back door	175.00
02/14/2024	Simpson, Cindy	Trustee Services	200.00
02/28/2024	Slavens	PW Supplies	186.07
02/28/2024	Slavens	Repairs	152.64
02/14/2024	Stout, Carol	P&Z Services	50.00
02/14/2024	Tami's Creations	Patches on Shirts	240.00
02/14/2024	The Plumbing Store	WTP Parts	76.67
02/14/2024	Tokar, Richard	Trustee Services	200.00
02/14/2024	Town of Mancos	Water & Sewer	913.59
02/14/2024	Town of Mancos	Water & Sewer	4,131.60
02/14/2024	Trautner Geotech LLC	WTP testing	896.40
02/28/2024	Trautner Geotech LLC	Water Tank Project	144.60
02/14/2024	Tru West Chrysler Dodge Jeep Ram	MMO Vehicle Repairs	829.00
02/14/2024	Tru West Chrysler Dodge Jeep Ram	MMO Vehicles Repairs	829.00
02/14/2024	UNCC	Meter Reads	5.16
02/14/2024	Vital Records Control Dept. 5874	Shredding	50.00
02/14/2024	Wanger, Michael	Municipal Court Judge	250.00
02/14/2024	Waste Management of Colorado	Refuse	148.20
02/14/2024	Waste Management of Colorado	Refuse	59.30
02/01/2024	Wex Bank	Fuel	1,034.10
02/01/2024	Wex Bank	Fuel	364.90
Grand Totals:			<u>\$182,346.34</u>
Payroll			\$67,605.43

Report Criteria:

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

STAFF REPORT

To: Honorable Mayor and Board of Trustees
From: Jamie Higgins, Town Clerk/Treasurer
Date: March 13, 2024
Re: Hand in Hand Shop LLC

Recommendation

Set the perimeters as the Town of Mancos town limits for petition circulation for the Tavern license application and Takeout Delivery Application from Hand in Hand Shop LLC and set a Public Hearing for April 10, 2024 for licensing decision.

Background/Discussion

Mirenda Yates and Hannah Strum have submitted paperwork requesting a Tavern license and Takeout Delivery Permit for a new Business in Mancos town limits.

The next step in the process is for the Board to set the perimeters for petition circulation. Hand in Hand Shop will circulate petitions and return them to the Town Clerk/Treasurer by April 8, 2024 for signature verification for the April 10, 2024 Board meeting. Mancos Town Hall will have petition copies at the front office in Town Hall for signatures.

The Hand in Hand Shop location complies 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 regarding the liquor license. This will happen at the April 10, 2024 meeting.

Attachments

None

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator
Date: February 28, 2024
Re: 2023 Sales Tax Revenue Update

Recommendation

None – FYI only

Background/Discussion

The attached information reflects unaudited revenue for 2023 with respect to sales tax. Our current sales tax rate is 4% for the Town of Mancos, and our 2023 unaudited revenue for this line item is \$1,177,867.19.

In 2022, we started a 3-year pilot program to share sales tax revenue with the Mancos Valley Chamber of Commerce and the Mancos Creative District. We agreed to share 10% of our sales tax revenue from lodging and arts each year for three years to assist them with their economic development efforts.

In 2022, the total for these two categories was \$66,042.40, so we split \$6,604.24 between the two organizations.

In 2023, the total for lodging and art categories is \$66,016.27, so we will split \$6,601.63 between the Mancos Valley Chamber of Commerce and the Mancos Creative District.

Fiscal Impact

\$6,601.63 from sales tax revenue

Attachments

2023 Unaudited Sales Tax Revenue

2023 SALES TAX REVENUES BY BUSINESS CATEGORY			2023 Sales Tax - Unaudited					
	(1) Funds received by Town in:							
Business Category	January	February	March	April	May	June		
Lodging	\$ 2,761.16	\$ 2,177.69	\$ 1,539.04	\$ 2,091.95	\$ 2,778.88	\$ 5,033.85		
Retail - Necessities	\$ 45,220.82	34,121.81	\$ 33,209.25	40,328.90	39,926.86	42,685.10		
Utilities	\$ 10,210.93	11,021.71	10,698.72	10,505.96	9,693.49	7,780.56		
Food & Beverage	\$ 13,579.16	15,094.38	11,823.94	16,010.70	22,330.28	21,267.50		
Art	\$ 1,700.01	257.81	362.68	660.28	691.82	698.38		
Services - all other (2)	\$ 12,264.92	9,179.47	10,827.22	10,535.02	11,262.77	11,428.59		
Finance, Ins., Real Estate	\$ 942.36	797.32	1,081.06	838.68	1,538.31	4,873.02		
Wholesale Trade	\$ 4,256.47	2,365.11	2,018.21	1,248.31	956.38	3,147.65		
Ag, Const. & Manufacturing	\$ 4,163.55	2,401.25	2,186.76	2,276.27	1,007.69	5,307.62		
TOTAL	\$ 95,099.38	\$ 77,416.55	\$ 73,746.88	\$ 84,496.07	\$ 90,186.48	\$ 102,222.27		

Business Category	July	August	September	October	November	December	Year-to-date	Percent
Lodging	\$ 7,207.92	\$ 7,028.20	\$ 6,453.88	\$ 5,957.53	\$ 4,168.83	\$ 2,516.49	\$ 49,715.42	4%
Retail - Necessities	55,249.81	51,194.43	47,711.77	49,662.21	52,329.50	45,262.26	\$ 536,902.72	46%
Utilities	7,089.81	6,913.46	7,166.38	7,101.14	7,764.50	8,921.09	\$ 104,867.75	9%
Food & Beverage	25,640.69	24,829.97	23,586.37	22,280.42	19,395.30	24,339.44	\$ 240,178.15	20%
Art	1,669.26	2,830.65	1,658.47	2,973.40	1,652.21	1,145.88	\$ 16,300.85	1%
Services - all other (2)	12,272.15	11,654.48	10,572.89	11,326.30	9,859.93	15,175.31	\$ 136,359.05	12%
Finance, Ins., Real Estate	1,146.11	1,446.46	1,000.51	875.55	959.19	1,329.41	\$ 16,827.98	1%
Wholesale Trade	2,151.16	5,378.71	5,473.54	4,337.95	3,172.66	2,096.40	\$ 36,602.55	3%
Ag, Const. & Manufacturing	4,112.57	3,195.14	2,693.97	5,653.10	4,694.59	2,420.21	\$ 40,112.72	3%
TOTAL	\$ 116,539.48	\$ 114,471.50	\$ 106,317.78	\$ 110,167.60	\$ 103,996.71	\$ 103,206.49	\$ 1,177,867.19	100%

(1) Month represents timing of receipt from the State of Colorado (approx. 2 month lag from sales month).

(2) Marijuana has been moved to Services - all other due to the fact that we do not have 3 or more stores in Town limits.

Month	2016	2017	2018	2019	2020	2021	2022	2023
January	\$ 40,791.86	\$ 47,522.92	\$ 60,598.07	\$ 69,879.95	\$ 67,562.99	\$ 109,560.24	\$ 102,249.64	\$ 95,099.38
February	\$ 33,955.94	\$ 43,783.08	\$ 51,808.31	\$ 49,184.69	\$ 76,409.03	\$ 98,332.86	\$ 84,557.62	\$ 77,416.55
March	\$ 33,892.44	\$ 41,692.79	\$ 55,070.82	\$ 48,452.25	\$ 65,584.59	\$ 86,569.02	\$ 87,446.61	\$ 73,746.88
April	\$ 39,833.71	\$ 59,406.37	\$ 57,838.37	\$ 80,925.34	\$ 51,887.54	\$ 106,466.10	\$ 105,631.41	\$ 84,496.07
May	\$ 47,794.98	\$ 52,562.18	\$ 69,023.57	\$ 64,905.41	\$ 82,385.49	\$ 107,951.64	\$ 90,412.70	\$ 90,186.48
June	\$ 47,290.69	\$ 60,448.26	\$ 77,127.80	\$ 74,095.61	\$ 91,522.97	\$ 115,348.92	\$ 105,271.37	\$ 102,222.27
July	\$ 51,078.50	\$ 72,827.14	\$ 79,050.11	\$ 84,869.00	\$ 113,210.97	\$ 112,021.52	\$ 114,071.14	\$ 116,539.48
August	\$ 62,351.53	\$ 69,750.24	\$ 75,082.26	\$ 88,381.43	\$ 109,611.60	\$ 134,037.74	\$ 112,765.44	\$ 114,471.50
September	\$ 56,388.35	\$ 75,054.51	\$ 69,407.67	\$ 83,582.66	\$ 105,635.11	\$ 116,393.27	\$ 101,068.96	\$ 106,317.78
October	\$ 56,792.03	\$ 68,694.08	\$ 90,679.17	\$ 87,369.54	\$ 112,028.95	\$ 123,745.81	\$ 120,384.17	\$ 110,167.60
November	\$ 52,062.56	\$ 73,084.42	\$ 75,937.37	\$ 77,547.37	\$ 112,476.83	\$ 105,940.58	\$ 96,253.93	\$ 103,996.71
December	\$ 44,984.17	\$ 58,949.19	\$ 63,767.48	\$ 67,281.73	\$ 95,266.01	\$ 100,396.50	\$ 93,218.06	\$ 103,206.49
	\$ 567,216.76	\$ 723,775.18	\$ 825,391.00	\$ 876,474.98	\$ 1,083,582.08	\$ 1,316,764.20	\$ 1,213,331.05	\$ 1,177,867.19

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator
Date: February 28, 2024
Re: Dispatch Service Agreement

Recommendation

Recommend signing the proposed IGA for Dispatch Services from City of Cortez

Background/Discussion

The City of Cortez has submitted a revised agreement to us for our signature. The new agreement is attached here with our concerns and comments.

While the users of Cortez Dispatch services were advised that a new IGA was being drafted, we were not part of the discussions between Montezuma County and the City of Cortez. According to an email received from the Cortez City Attorney, *“As Montezuma County and the City of Cortez are the primary users of the Dispatch Center, and as the City of Cortez is the operator of the Dispatch Center, those two entities jointly determined that a revised IGA was necessary due to many problems with the prior agreement. The version that you reviewed is what the City and the County jointly agreed was the preferred document. The version you received was sent to all of the Member Jurisdictions in the Dispatch Center, and some of the Member Jurisdictions have already presented the document to their respective governing boards and have returned the agreement approved and signed. **The County and the City are not interested in negotiating individually with all twelve of the other Member Jurisdictions.**”*

In my opinion, the City of Cortez and Montezuma County have left us with no choice but to execute this agreement to ensure that our citizens and staff have access to emergency dispatch services.

Fiscal Impact

Unknown at this time

Attachments

Proposed 2024 Dispatch IGA

TOWN OF MANCOS

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

WHEREAS, the Town of Mancos has entered into an intergovernmental agreement with the City of Cortez regarding the provision for dispatch services in Montezuma and Dolores Counties: and

WHEREAS, the intergovernmental agreement is in the best interests of all of the involved governments.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF MANCOS, that the Intergovernmental Agreement for Dispatch Services attached hereto and incorporated herein as Exhibit 1 is approved, Mayor Ellen “Queenie” Barz is authorized to execute this agreement and the Mancos Marshal is authorized to appoint a representative and an alternate to the User Group to represent the Town of Mancos

Passed, Adopted and Approved this 13th day of March, 2024.

Ellen “Queenie” Barz, Mayor

Jamie Higgins, Town Clerk

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.

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 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.

Commented [HA3]: No longer "Committee Members"

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 [HA4]: This is completely new and the users were not consulted.

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 [HA5]: This entire section has been replaced removing any ability we have to request records regarding Dispatch Services. Absolutely do not agree.

Commented [HA6]: Used to be monthly. We were not consulted regarding this change.

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, whether or not City agrees.

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.

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.

Commented [HA10]: This is new.

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.

Commented [HA11]: These items used to be collectively owned. Now basically solely owned by City of Cortez.

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.

Commented [HA12]: 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 [HA13]: Unilaterally removes the 1% billing minimum.

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.

Commented [HA14]: July in prior agreement.

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 [HA15]: August in prior agreement.

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 [HA16]: This is new and allows Cortez to unilaterally request purchases from E911 authority without accountability review or discussion.

Commented [HA17]: 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 [HA18]: Was fourth Thursday. Was the accountability committee consulted on this change to ensure all jurisdictions may be present?

Commented [HA19]: See previous comment.

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.

Commented [HA20]: See previous comment

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.

Commented [HA21]: Used to be notice. Per my previous comment, 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.

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.

Commented [HA22]: We no longer have the authority to request information, as part of the group, regarding dispatch. 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.

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.

Commented [HA23]: Previous agreement used to require a separate audit of Dispatch Fund, it is now lumped in to annual audit.

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

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 [HA24]: 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.

Commented [HA25]: Used to be December 31

Commented [HA26]: Used to be January 31

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]: Used to be January 1

Commented [HA28]: 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.

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

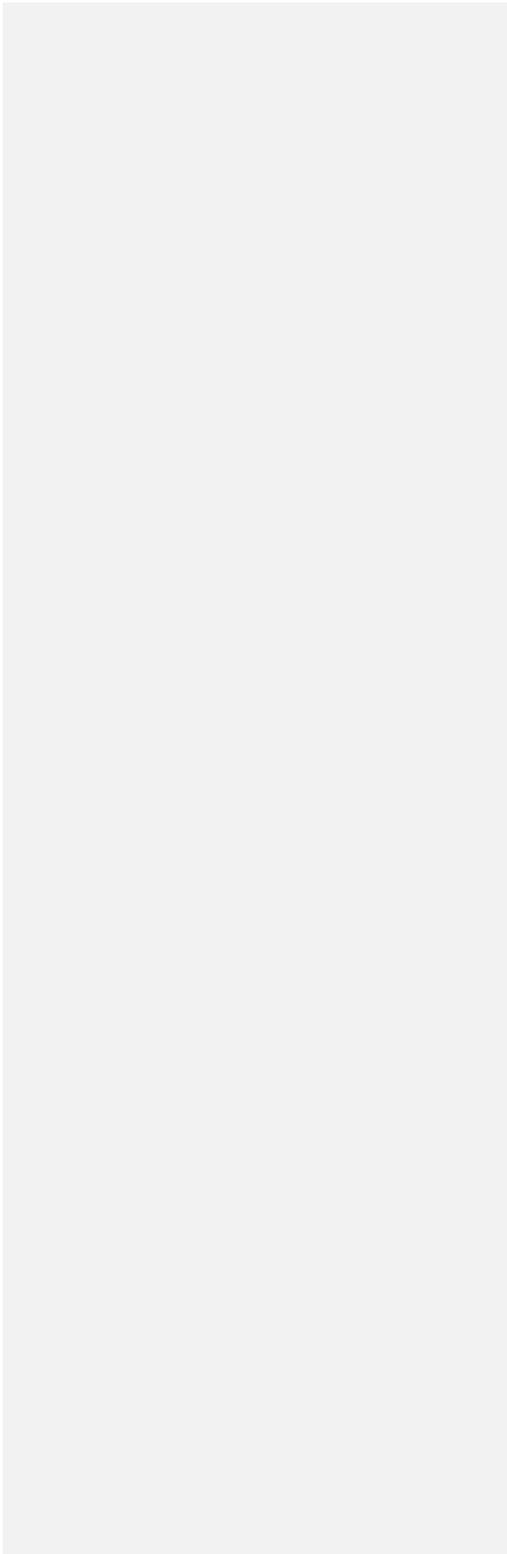


EXHIBIT A

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.

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator
Date: February 28, 2024
Re: Resolution 7 Series 2024 In Opposition of HB24-1152 Accessory Dwelling Units Legislation

Recommendation

Approve Resolution 7 Series 2024 A Resolution of the Town Board of Trustees of the Town of Mancos Opposing State House Bill 24-1152 Regarding Accessory Dwelling Unit Preemptions

Background/Discussion

At the February 14, 2024 Board meeting, the Board of Trustees discussed the issue of local control in reference to House Bill 24-1152. They directed staff to bring a resolution in opposition of this legislation to this Board meeting.

HB24-1152 proposes legislation that would make Accessory Dwelling Units (ADUs) a use by right in single family residential districts in metropolitan areas.

While this bill does not immediately impact Mancos for several reasons (we are not a Metropolitan Planning Area and our code already allows ADUs as a use by right in SFR zoned districts), the larger idea to consider is the loss of local control if this legislation passes. Even if a Metropolitan Planning Area has rules in place regarding ADUs, this legislation would override those rules.

The Town of Mancos is more than capable of setting policy and legislation that directly relate to the betterment of our citizens' quality of life. We have addressed the ADU issue in our own community, with the input of the public during public listening sessions. The State of Colorado and the front range should not have the ability to decide what is best for Mancos.

Ultimately in this specific instance, we are fighting state overreach with regard to our local control and legislation for our citizens.

Fiscal Impact

N/A

Attachments

Resolution 7 Series 2024

TOWN OF MANCOS

Resolution 7 Series 2024

A Resolution of the Town Board of Trustees of the Town of Mancos Opposing State House Bill 24-1152 Regarding Accessory Dwelling Unit Preemptions

WHEREAS, for over a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and to the people that occupy it; and

WHEREAS, the Colorado Supreme Court has consistently recognized that the exercise of land use planning and zoning to be a matter of local concern; and

WHEREAS, zoning and land use cannot be viewed separately from the impacts of proposed uses of land on surrounding properties and a community as a whole, including the ability to ensure adequate water and utilities; to provide enough public safety services, schools, and recreational services; to make sure that sufficient and safe infrastructure is available to handle increased population or more intense uses; to align development with the community's economic goals; to prevent displacement of existing people; to preserve important historical sites; to protect open space and the environment in general, and to implement a local comprehensive plan like the one that Town of Mancos adopted in 2023; and

WHEREAS, House Bill 24-1152 would usurp traditional local control of land use and zoning matters by requiring accessory dwelling units to be allowed as an accessory use to single-unit detached dwellings in select areas of the state, thereby replacing the judgment of local elected officials with the judgment of legislators and state regulators who lack the understanding needed to make appropriate decisions for local, rural communities; and

WHEREAS, House Bill 24-1152 will undermine municipalities' long-range planning efforts and will severely limit their ability to maintain reasonable zoning regulations to ensure a high quality of life and sound economic environment for their current and future residents, workers, and business owners; and

WHEREAS, House Bill 24-1152 infringes on citizens' rights by taking away the right to exercise their constitutional rights of initiative or referendum to address zoning and land use matters; and

WHEREAS, the Town of Mancos Municipal Code already permits accessory dwelling units, and the proposed legislation is an unnecessary infringement to Town of Mancos residents and our Municipal Code.

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

Section 1. It is the position of the Town of Mancos that the accessory dwelling unit issue is important, but that municipalities are best suited to regulate accessory dwelling units in their communities and that local collaboration and cooperation – not top-down statewide mandates and giveaways to special interests – are the solution to Colorado's affordable housing problem; and

Section 2. The Town of Mancos opposes House Bill 24-1152 and strongly urges its legislators to vote NO on this unprecedented and irresponsible preemption that is unneeded, unwelcome, and without consideration to existing local ordinances that already permit accessory dwelling units.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

Passed, adopted and approved this 13th day of March, 2024.

Mayor Ellen “Queenie” Barz

Jamie Higgins
Town Clerk/Treasurer

STAFF REPORT

To: Town Administrator, Honorable Mayor, and Board of Trustees
From: Jason Armstrong, Community and Economic Development Director
Date: March 13, 2024
Re: Rural Economic Development Initiative grant submission

Recommendation

Authorize the Community & Economic Development Director to submit the REDI grant application, and authorize the Town Administrator to execute the contract upon grant award

Background/Discussion

The Community and Economic Development department is seeking the REDI grant to utilize a consultant to increase the Town's capacity to consolidate our current community and economic development plans, engage the community, non-profits, schools, and businesses in a long-range planning process to help prioritize goals approved in our 2023 Comprehensive Plan, the 2024 Community Development Action Plan (CDAP) and our adopted workplan and capital plan for department. The community engagement process will also support needed requirements for Mancos to apply to become a designated Main Street Community.

Through this grant and the community engagement process we expect to see the following outcomes:

- The ability of the Town to act on current community and economic development plans.
- The Town of Mancos residents and businesses are empowered through outreach and education by taking ownership of our community and economic development goals to achieve better resiliency to shocks and stressors.
- Benefits of understanding how our community partner's projects impact the Town's community development goals.
- Increased Town engagement with residents and businesses leading to access to local economic development resources such as SBDC, Region 9 Economic Development District, Startup Colorado, and SCAPE.
- The Town of Mancos will position itself to apply to become a Designated Main Street community by the end of the grant period.
- A well-thought-out Community Development Plan which reduces risk and communicates vision for potential developers.
- Gain a better understanding of the need to grow the department for future success.

We have letters of support from Montezuma County Board of County Commissioners, Mancos Valley Chamber of Commerce, Mancos Creative District and the Mancos United.

Policy Implications

None predicted

Resource Impact

Local match between 20%-50% is required and will be determined with DOLA after submission. Current budget proposal is for a 25% cash match from Mancos. Total budget is currently \$48,500 with a local match of \$12,125. This is a 2-year grant cycle.

Attachments

REDI Grant Budget Template

A. APPLICANT/CONTACT INFORMATION

1. Select Your Organization:*

The list is filtered to eligible organizations. If you do not see your organization listed, please contact DLG for further assistance. In the case of a multi-jurisdictional application, please select the lead organization.

In the case of a multijurisdictional application, select the other participating eligible organizations:

-- Select Other Eligible Organizations --

2. Principal Representative:

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific: Mayor

First Name:* Ellen "Queenie"

Middle Name:

Last Name:* Barz

Suffix:

Role:* Mayor

Mailing Address:* PO Box 487

Address 2:

City:* Mancos

State:* CO

--

Zip Code:* 81328

Phone Number:* (970) 5334-7725

Email Address:* qbarz@mancoscolorado.com

3. Responsible Administrator (will receive all mailings) for the Application:

Same as Principal Representative Address

Honorific:

First Name:* Heather

Middle Name:

Last Name:* Marie

Suffix:

Role:* -- Town Administrator

Mailing Address:* PO Box 487

Address 2:

City:* Mancos

State:* CO

Zip Code:* 81328

Phone Number:* (970) 533-7725

Email Address:* halvarez@mancoscolorado.com

Please provide contact information for the chief elected official.

Name* Ellen "Queenie" Barz

Title* Mayor

Street Address* 117 N. Main Street

City* Mancos

State* CO

Zip* 81328

Phone* (970) 533-7725

Email Address* halvarez@mancoscolorado.com

a. Population of town/municipality*

b. Population of County*

c. Data Source Used*

Current/most recent conservation trust fund/lottery distribution estimate, State Demographer estimate, or a projection based on the communities' percentage of overall county population is acceptable.

d. Community benefit of project*

Please describe how the community will benefit from this project. (1,000 character limit)

Mancos is located in rural southwest Colorado facing challenges of population growth, concerns with water sufficiency. We live in a highly desirable location suffering from a lack of housing, with little diversification of base industries and an over-reliance on tourism. Our population is aging, and soon the population of non-working adults will exceed that of the working age. Mancos would benefit from a comprehensive community development plan that will serve the needs of the entire community in the future. A comprehensive, mutli-sector community development plan will support multiple projects across a broad range of economic development goals for the town and increase our economic resiliency in the face of climate change and pressure to grow sustainable with a cultural considerations.

**a. Have you contacted your DOLA Regional Manager regarding this application*
You are required to contact your DOLA Regional Manager prior to submitting your application.**

Yes

-

b. Project name*

Begin the project name with your community name. Example: "Oak Creek Project Name."

Mancos Comprehensive Community Development and Main Street Planning

c. Amount requested*

* The amount requested should equal "Grant Request Total" line from the project budget below.

36,000 – consultant

Travel costs for Main Street Required Conferences – 10,000

\$46,000 – Total

d. Matching funds*

e. Project type*

-- Select an Option –Capacity/Staffing Facilities Parks & Recreation Planning Road/Street Utilities Other

-- Select an Option –

f. Short project description*

Please provide 2-3 sentences describing the project. (500 character limit)

This project will develop an accessible, actionable community development plan available for the Town’s stakeholders which will increase efficient use of limited resources and the social capital of the residents.

g. Project overview* (2,500 character limit)

- **Give an overview of the project.**

Mancos seeks to utilize a consultant to support staff to develop a single comprehensive community development strategy using the Main Street framework and existing plans. The Town has several sources of data including local and regional housing needs assessments, economic development strategic planning, a DCI Downtown Assessment, capital planning, street and infrastructure planning and data from our annual Mancos Visioning Surveys. Additionally, the Town prioritized becoming a Main Street community in its 2023 update of the comprehensive plan. While Main Street designation will address our downtown revitalization, the process will also yield wider impacts to the town’s other commercial corridors on the state highways that intersect within our town limits.

- **Describe the impact of the project on your community, needs it meets, and benefits it realizes.**

The Town along with its schools, businesses and nonprofits can feel confident that a community-built plan for economic resiliency is in place. The outcome of taking the first steps towards becoming a Main Street community will offer local leadership opportunities that will shape the future of Mancos and will support workforce development goals for future generations in town and the surrounding valley.

- **If this project is a piece of a larger program or project, please describe the other phases of the project.**

h. Project outcomes / key deliverables*

Please describe the project outcomes and key deliverables. (1,500 character limit)

The outcomes of this project include:

1. The ability of the Town to act on current community and economic development plans
2. The Town of Mancos residents and businesses are empowered through outreach and education by taking ownership of our community and economic development goals
3. Benefits of understanding how our community partner's projects impact the Town's community development goals
4. Increased Town engagement with residents and businesses leading to access to local economic development resources such as SBDC and Region 9 Economic Development District.
5. The Town of Mancos will position itself to apply to become a Designated Main Street community by the end of the grant period.
6. A well-thought-out Community Development Plan which reduces risk and communicates vision for potential developers.

i. Project readiness to begin *

The Town was successful in achieving the outcomes from our REDI Grant application in 2018 by developing a Town of Mancos Economic Development Strategy and sustainably funding a Community and Economic Development Department separate from REDI grant funds. For these reasons, the Town is ready to implement an RFP for consultation services upon grant award.

j. Project timeline*

Please confirm this project will be completed by June 30, **2024** and all funds expended by that time. This project will be completed by June 2026.

-- Select Answer --YesNo

-- Select Answer --

k. Project scope of work*

Describe project scope of work including timeline and deliverables. (1,500 character limit)

Year 1 (July 1, 2024 – June 30, 2025)

- August 1, 2024: issue RFP for engagement consultant services
- September 15, 2024: select contractor and finalize agreement
- September 30, 2024: kick-off meeting
- November 28, 2024: establish annual calendar for Main Street required training, reporting, outreach and recruitment events, and presentations per Main Street Candidate Guidelines.
- December 31, 2024: establishes outreach plan based on compiling current Town plans
- February 1, 2025 – June 30, 2025: begin outreach to various stakeholder groups, determine feasibility of Candidate application for Sept 15, 2025 and establish initial Main Street Board. Establish transformational strategies and submit an annual work plan. Apply for Candidate designation in May.

Year 2 (July 1 2025 – June 30, 2026)

- July 1 2025 – May 30, 2026: work annual strategies based off work plan and clearly establish board of directors if not already in place. Submit Candidate application in September.
- June 2025 – Hold annual Board Meeting and submit application for Main Street Designated Community

I. State Historic registry designation*

Is this a grant application to complete work on a State registered historic building, structure site or in a State historic district?

Yes? No

I.1 If yes, please provide the registry number

a. Attach supporting documents (if applicable)

If on a State Register, please upload color photos of the project work areas and a detailed written description of work proposed. The photos and description should include details beyond the general scope of work described above. (Upload photos and description as a single combined PDF document)

Upload

Download

m. Supporting documents (optional)

Upload any supporting documents (studies, preliminary, reports, letters of support, etc.) as a single PDF document.

Upload

a. Job creation*

Describe how this project creates or retains jobs locally. This could include both direct and indirect creation/retention. Consider one or more of the following in your answer:

- How many anticipated jobs will this project create?
- Consideration for job quality such as pay, workforce development opportunities, and workplace culture will result in higher scores
- How will this project support expansion of an existing industry or business?
- How will this project support retention of current businesses?
- How will this project help attract businesses in the future?
- How will this project expand services available to businesses or entrepreneurs?
- How will this project support or create opportunities for the local workforce

Direct engagement with the community (including local youth) and its businesses will result in retention, expansion, and new jobs. Currently our economic development strategic plan and comprehensive plan include the development of co-working spaces, incubators and exploring light industrial zones. Local business and entrepreneurs will gain access to regional economic development resources such as networking opportunities through the local Chamber, technical assistance from the SBDC at Ft. Lewis College, financial support and other resources from Region 9 Economic Development District, and accelerator events featuring Startup Colorado and SCAPE. Additionally, the local school district's career pathways programs, and the work of a regional pathways projects we are supporting, will address the workforce development needs with the next generation of workers.

. Economic resilience *

Describe how this project builds economic resilience locally or regionally. Economic resilience is the ability of a community's economy and systems that support the economy to withstand disruption and thrive in the face of change. You are required to respond to #1 with #2-4 as optional.

1. **Required:** How does this project take a long-term view of the community and build towards outcomes that will endure for future generations? Consider how this project will contribute to

the vision for your community in the next decade and/or how programs/infrastructure will adapt to meet future needs.

- Projects which consider strengthening or mitigating impacts of future disruptions such as climate change, natural disasters, drought, and industry transitions will result in higher scores.

2. How will this project increase economic diversification locally?

3. Does this project bring an innovative approach to the challenge?

4. How will this project strengthen the systems that enable/attract people to live and work in the community?

The establishment of the Community and Economic Development Department and planning for additional staff capacity in the next 1-2 years demonstrates the Town's commitment to focused attention on developing our local economic resilience. The Town is establishing a BRE program as part of the overall workplan for the department in 2024. We are beginning to see spillover housing and commercial space demand from Durango, and feel development is imminent. Our main street and commercial corridors will benefit from a comprehensive plan for mixed-use development which will help us guide that based on community goals. The town has reviewed and updated its code and zoning to ensure that growth and density are not unduly inhibited. In the past year the Town and key economic development partners engaged in the DOLA Camp Resilience process, and we will access those resources as needed to move forward on some of the resiliency planning already in place. As a tourist-based economy with an aging population, we understand that diversity in base industry and the local experience economy is key for job growth and economic resiliency.

(1,200 character limit)

a. Collaboration*

Describe support for this project. Consider one or more of the following in your answer:

- **How does this project align with community or regional plans, goals, or projects?**
- **How does this project support local or regional collaboration? What partners are at the table?**

Since establishing the Community and Economic Development department in July 2022 with the help of a previous REDI grant, the staff have been fully engaged in working on existing plans and putting together long-range planning possibilities with local partners to establish ecosystems of mutually reinforcing activities. This time has been spent establishing stronger relationships with the Mancos Chamber of Commerce, the Mancos Creative District, Mancos United and the local school district. More regionally, the Town representation and leadership on various community development and non-profit boards and committees such Region 9 EDD,

The Mancos Valley Chamber of Commerce, the Montelores Coalition, The Montezuma Community Collaborative (aka DOLA Resiliency Roadmaps project) and the Montezuma Leadership Network allows connections that are mutually reinforcing and reduce duplicative efforts. Startup Colorado, SCAPE and SBDC have all indicated interested in participating in community events and training which will help in real-time with strategies for job and business creation, attraction, retention, and expansion.

(1,200 character limit)

Social Equity*

Describe how the project provides solutions that are inclusive of populations that may be under stress (elderly, under-employed, marginalized communities, historically under-represented groups, etc.) and which are often more fragile and vulnerable to sudden shocks and impacts.

All of Montezuma County is a designated Enhanced Enterprise Zone. The per capita income is 77% of the US and 67% of the state in comparison. As a rural community of just over 1300 in southwest Colorado that has tourism as its biggest economic driver, our entire community is at risk for major shocks from natural disasters and a loss of industry, including impacts to the surrounding agricultural sector from extreme heat and drought. Workforce development and upskilling for the next century jobs is a crucial component that will be woven into the fabric of this planning process, allowing new industries that address climate resiliency to emerge. An example already being investigated is timber harvesting and processing to fuel new home construction demands in the southwest region, using locally sourced materials, with wider impacts for local jobs that pay a sustainable wage and the ability to house our current and future workforce.

1000 characters remaining.

Please download and complete the Budget/Financial Template with the lead agency information as well as any co-applicants on this application. The Budget/Financial Template is on the DOLA website at: <https://cdola.colorado.gov/funding-programs/rural-economic-development-initiative>. Please upload the completed Project Budget/Financial in an Excel format and name it <OrganizationBudget.xls. Example: GunnisonCountyBudget.xls

a. Budget/financial upload *

Upload

Download

b. Private investment

If applicable, please indicate the amount of private investment in this project with a brief description of the investment. (1,000 character limit)

The Town of Mancos is not conducting this project in a vacuum. We will be paying cash for this project. Our partners mentioned in this grant application will provide their time and expertise to this project rather than hard funds, including meetings, travel and training opportunities.

c. How were cost estimates determined?*
(500 character limit)

We contacted several companies that specialize in this area to ascertain the budget for this project. When we receive this award, an RFP will be published to ensure compliance with financial policies.

a. Date of official Board, Council or Commission action*

Enter the date that this application was approved for submission to DOLA by the Board, Council or Commission.

Applicant: Town of Mancos
Project Name: Mancos Comprehensive Community Development and Main Street Planning
Applicant Contact: Jason Armstrong, Community and Economic Development Director
Date: 6-Mar-24

REDI Application Project Budget					
Project Expenses			Project Revenues		
Detailed Line Item	Total Cost	REDI Request	Cash Match	Source of Match (including private investment)	Funding: Committed (C) or Pending (P)
Consultant	\$ 40,000	\$ 30,000	\$ 10,000	Town Cash	C
Travel for Main Street Conferences	\$ 6,000	\$ 4,500	\$ 1,500	Town Cash	C
Marketing costs - socail, print	\$ 500	\$ 375	\$ 125	Town Cash	C
Events - space, food, technology	\$ 2,000	\$ 1,500	\$ 500	Town Cash	C
Contingency (enter amount in column C)	#VALUE!	\$ -			
If no contingency, explain:	Planning grant only				
Total/Sub-Total	ant	\$ 36,375	\$ 12,125		
TOTAL	ant	\$ 48,500	NOTE: Add/delete expense rows as necessary		
	% Match State	75.00%	% Match Local	25%	

Financial Information (Current Year)		
In the column below labeled "Lead Applicant" provide the financial information for the municipality, county, or COG directly benefiting from the application. In the columns below labeled "Co-applicant", provide the financial information for any public entities on whose behalf the application is being submitted (if applicable).		
Complete items "A" through "F" for ALL project types		
	Lead Applicant	Co-Applicant
A. Assessed Valuation (AV) most recent year	\$ 11,892,590	
B. Total Mill Levy	9.443	
C. Property Tax revenue generated (mill levy x AV / 1,000)	\$ 112,302	
D. Sales Tax rate - %	4%	
E. Sales Tax Estimated annual revenue	\$ 1,250,000	
F. General Fund balance December 31st of previous year	\$ 2,199,646	

STAFF REPORT

To: Town Administrator, Honorable Mayor, and Board of Trustees
From: Justen Goodall, Marshal & Jason Armstrong, CEDD
Date: February 28, 2024
Re: Unhoused Discussion

Recommendation

Board Discussion on setting date and preferred location on the unhoused population community meeting, and pick board members for the panel.

Background/Discussion

The board asked for this to be on the agenda. This meeting is for the board to speak to the public about the plan the Town of Mancos has for unhoused.

After the three board members are chosen for the panel, talking points created in conjunction with staff will be sent to the members.

Subject matter experts are willing to attend as long as the meeting date is not set for the week of spring break (March 18-March 22)

Policy Implications

Release of an agreement between the businesses and the Mancos Marshal's Office.

Resource Impact

None

Attachments

N/A

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator
Date: March 13, 2024
Re: Ordinance 778 Series 2024: Empire Electric Franchise Renewal

Recommendation

During Public Hearing, read Ordinance 778 Series 2024 in its entirety as required by CRS 31-32-103

Background/Discussion

Our current franchise agreement with Empire Electric expires in August 2024. We are required by law to renew this franchise in a very specific manner every 10 years:

- 31-32-101. Franchise granted by ordinance.
No franchise or license giving or granting to any person the right or privilege to erect, construct, operate, or maintain a street railway, electric light plant or system, gasworks, gas plant or system, geothermal system, solar system, or telegraph or telephone system within any city or town or to use the streets or alleys of a city or town for such purposes shall be granted or given by any city or town in this state in any other manner or form than by an ordinance passed and published in the manner set forth in this part 1.
- 31-32-102. Notice of application - publication.
Any person desiring to secure a franchise or license for any of the purposes named in section 31-32-101 shall cause a notice of its intention to apply to the governing body of the city or town for the passage of an ordinance granting such franchise or license. Notice shall be published, in a newspaper of general circulation published in such city or town, once a week for three successive weeks immediately prior to the next regular meeting of the governing body at which it is intended to apply for the passage of the ordinance granting or giving such franchise or license. Such notice shall specify the regular meeting of the governing body at which it is intended to apply for such franchise or license, the name of the applicant therefor, a general description of the rights and privileges to be applied for, and the time for and terms upon which such franchise or license is desired. If there is no newspaper of general circulation published within the city or town, such notice may be published by posting copies thereof in six public places for the same length of time.
- 31-32-103. Ordinance read twice - publication before passage.
Every such ordinance shall be read at least twice in full, once at the time of its introduction and again before the question of its passage is voted upon. No governing body of any city or town shall permit any such ordinance to be introduced or read for the first time at any meeting other than the regular meeting specified in such notice nor unless proof of compliance by the applicant with section 31-32-102 is first presented to such governing body in the form of a

publisher's affidavit of publication or a certificate of the clerk of the posting of such notice. When such ordinance has been introduced and read for the first time, the governing body, if it desires to further consider the granting of the rights or privileges sought for thereby, shall order the same to be published daily in a paper of general circulation published in such city or town for a period of not less than two weeks prior to the time such ordinance is again read and put upon its passage. If there is no paper of general circulation published daily in such city or town, such publication shall be made in a paper of general circulation published weekly in such city or town. If there is no such paper published daily or weekly, such publication shall be made by posting copies of such proposed ordinance in at least six public places in such municipality for the same period of time. No such ordinance shall be adopted or passed by the governing body of any city or town unless the same has been previously introduced and read and publication first made as provided for in this section. Such previous introduction and reading of such ordinance and the fact of its publication in a newspaper or by posting shall appear in the certificate and the attestation of the clerk on such ordinance after its adoption.

We currently receive a 5% franchise fee, which will not be changing with the new agreement.

Fiscal Impact

Approximately \$68,000 revenue per year

Attachments

Ordinance 778 Series 2024

Proof of Publication First Reading

Proof of Publication Second Reading & Adoption

**ORDINANCE NO. 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, AND SETTING A PUBLIC HEARING.

BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF MANCOS,
MONTEZUMA COUNTY, COLORADO:

ARTICLE I

Whenever the word “TOWN” is hereinafter employed it shall designate the Town of Mancos, Montezuma County, Colorado, and any future annexations or additions thereto, the grantor and whenever the word “COMPANY” is used it shall designate not only Empire Electric Association, Incorporated, the grantee, but also its successors and assigns.

ARTICLE II

That the Company is hereby granted a non-exclusive franchise for a period of ten (10) years to erect, construct, maintain and operate, an electrical transmission and distribution system and any and all necessary lines, services and other appurtenances and equipment thereunto appertaining in, upon, under, over, across and along the streets, alleys, bridges and public places owned or controlled by the Town of Mancos for the transmission, distribution and sale of electricity for lighting, heating, industrial and all other uses and purposes in said Town of Mancos, Colorado, and for the purpose of transmitting, and conveying such electricity into or through the limits of said Town. This Franchise shall be renewed for a second ten-year term unless the Town gives the Company written notice, prior to ninety (90) days before the expiration of the Franchise, that it desires to negotiate terms and conditions of this Franchise or to cancel this Franchise.

ARTICLE III

All construction and repair of facilities within the Town is subject to inspection by the Town and a determination by the Town that said construction and repair has been performed in accordance with all applicable ordinances, rules, and regulations of the Town. It shall be a condition of the Town’s approval that, for any facilities installed, renovated, or replaced after the effective date of this franchise, the Company shall provide the Town with as-built drawings of each such facility in such formats as reasonably requested by the Town. The Company shall

furnish such information in both hard copy and in digital format, compatible with Town's information system, referencing state plane coordinates.

The Company will endeavor to place all newly constructed or reconstructed electrical distribution lines underground whenever feasible. The Company and the Town agree that in some cases, terrain, surrounding improvements, other utilities in the vicinity, or other electrical distribution design requirements renders an underground line infeasible. The Company will place newly constructed electrical distribution lines underground to serve new residential and/or industrial subdivisions in accordance with the Company's rules and regulations and the Town's subdivision regulations.

The Company must obtain an excavation permit prior to any excavation, except for emergency work, for work on private property, or for minor work which does not disturb actual street surfaces or other public improvements or other utilities. Should it become necessary for the Company, in exercising its rights and performing its duties hereunder, to interfere with any street or other public or private improvement, the Company shall repair at its own expense, and in a workmanlike manner subject to the approval by the Town, such improvement.

The Town shall have the right to allow the installation of public telecommunication facilities in Empire Electric's rights of way on Town property, so long as there is no interference with Empire Electric's functions.

The Town shall designate the location and the size of any easement on property owned or controlled by the Town, together with any further restrictions or requirements deemed appropriate, as long as the designation complies with the latest edition of the National Electrical Safety Code and common practices of the utility industry.

ARTICLE IV

The Company shall use due care not to interfere with or damage any water facilities, sanitary sewer facilities, storm water facilities, or other structures now in place or which may hereafter be placed in streets in the Town, and the Company shall, at its own expense, repair in a workmanlike manner, and subject to the approval of the Town, any such water facilities, sanitary sewer facilities, facilities, storm water facilities, or other structures which are damaged through the action of the Company, provided, however, that the Town may make such repairs and charge the reasonable cost thereof to the Company if the Company fails to repair the damages within a reasonable time after receipt of written notice from the Town. This grant of authority shall apply to all streets presently platted or otherwise of record, all easements presently owned by or dedicated to the Town or the public within the Town limits, and to all future streets and easements later acquired by or dedicated to the Town and located within the Town limits. The Company shall be responsible to remedy any defects and repair work performed by the Company for a period of two years after completion. The Town shall have the right to inspect and supervise any work on Town property and improvements. The Town shall use due care not to interfere with or damage any facilities of the Company now in place or which may hereafter be placed in streets and other properties owned or controlled by the Town. If the Town causes damage to the Company's facilities, the Company shall make repairs and charge a reasonable cost thereof to the Town. This grant of authority shall apply to all streets presently platted or otherwise of record, all easements presently owned by or dedicated to the Town or the public within the Town limits, all other property owned by the Town, and to all future streets, easements and property later acquired by or dedicated to the Town and located within the Town limits.

ARTICLE V

The Town shall from time to time request from the Company new street lights within the Mancos Town limits. Company shall install lights according to the Company's overhead street lighting tariffs in effect at that time. The Company shall install all new lights with a luminary (the light head) that is designed to minimize light pollution. The style and light pattern of any new luminaries shall be approved by the Town and the Company prior to installation of the luminary by the Company.

For the term of this Ordinance, rate increases under the Overhead Street Lighting Tariff are hereby capped at a value not to exceed increases in the Consumer Price Index for All Urban Consumers (CPI-U) for the West – Size Class B/C for All Items published by the Bureau of Labor Statistics.

ARTICLE VI

Company agrees for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the Town an adequate, modern, standard and sufficient electrical system and equipment and to maintain and operate the same in a modern and adequate fashion.

Company also agrees to use its best efforts to obtain the lowest possible wholesale cost on electricity to be distributed, provided however, that due consideration will be given by the Company to the adequate supply and a reserve to ensure continued operation of the system herein authorized.

Company will from time to time during the term of this Ordinance make such enlargements and extensions of its electrical system as the business of the Company and the growth of said Town justify, in accordance with its Rules and Regulations relating to customer connections, transmission and distribution line extensions currently in effect and on file from time to time with the Colorado Public Utilities Commission or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to, or be binding upon the Company, to construct or extend its power lines or furnish electricity or electrical service within said Town if Company is, for any reason, unable to obtain an adequate supply of electricity from its wholesale power supplier to warrant the construction or extension of its electrical system, for the furnishing of such electricity or electrical service; provided, further, that when the amount of electricity supplied to Company is insufficient to meet the firm requirements of connected or new customers, Company shall have the right to prescribe reasonable rules and regulations for allocating the available supply of electricity.

The Company agrees to purchase surplus power from private individuals who are producing electric power for home consumption so long as the sole purchase of surplus power is in accordance with C.R.S. 40.9.5, 301, et sec.

ARTICLE VII

This Ordinance is granted subject to all conditions, limitations and immunities now provided for and applicable to the operations of a public utility by the laws of the State of Colorado. The rates to be charged for electrical service within said Town and the rules and regulations with

reference to character, quality and standards of service to be furnished by Company shall be under the jurisdiction and control of such regulatory body as may, from time to time during this grant, be vested by law with authority and jurisdiction of the rates, regulations and quality and standards of service to be supplied by Company.

ARTICLE VIII

Notwithstanding any provision in this Ordinance to the contrary, it is understood by the Company that all the provisions of the laws of the State of Colorado and the ordinances of the Town of Mancos, incorporated herein and made a part hereof by reference, as fully, and to the same extent as though such provisions were fully presented herein.

ARTICLE IX

Company shall, at all times, maintain adequate voltage and adequate supply of electricity not less than that prescribed in its Rules and Regulations relating thereto in effect and on file from time to time with the Colorado Public Utilities Commission or other competent authority having jurisdiction in the premises.

ARTICLE X

The Company shall hold the Town harmless from any and all claims and actions, litigation or damage, arising out of the passage of this Ordinance or of the construction, erection, installation, maintenance or operation of its properties operated by authority of this Ordinance within the boundaries of the Town or the negligence of its employees in the operation thereof, including the Court costs and reasonable attorney fees in making defense against such claims. A copy of the process served upon the Town shall be served by the Town upon the Company. The Company shall have the right to defend in the name of the Town and to employ counsel for such purpose; such right shall not, however, preclude the Town Attorney from participating in any such litigation on behalf of the Town.

ARTICLE XI

If the Company shall be in default in their performance of any of the terms and conditions of this Ordinance and shall continue in default for more than thirty (30) days after receiving notice from the Town Board of said Town of such default, the said Town Board may, by Ordinance duly passed and adopted, terminate all rights granted under this Ordinance to the Company. The said notice of default shall specify the provision of provisions in the performance of which it is claimed the Company is in default. Said notice shall be in writing and served in the manner provided by laws of Colorado for the service of original notices in civil actions.

ARTICLE XII

The Town has the right to condemn any public utility works or ways, and the rights of the Company in connection therewith, as provided by the Colorado Constitution and Statutes of the State of Colorado, and such right is hereby expressly reserved and may be exercised by the Town in accordance with the Colorado Constitution and Statutes of the State of Colorado, with the Company entitled to just compensation as set forth in C.R.S. § 40-9.5-204 (2003 and as subsequently amended).

The Town Board may authorize the acquisition of the Company's electric facilities, as contemplated in this Article, by ordinance to the extent permitted by the Colorado Constitution and the Statutes of the State of Colorado, and the Town retains the right to acquire property outside the Town limits by condemnation as allowed by the Colorado Constitution. In the event the Town proceeds with an acquisition of the Company's facilities, the Company shall continue to provide service until the effective date of the transfer of such facilities. The Company and the Town agree to work together to coordinate the timing of any such acquisition to prevent disruption in service to customers within the Town.

If at any time during the term of this franchise, the Company proposes to sell or dispose of any of its real property located in whole or in part within the Town, it shall grant to the Town the right of first refusal to purchase the same. The Town shall have 30 days after written notice of sale is received from the Company in which to notify in writing the Company that it will exercise its right. The written notice of sale from the Company shall include the purchase price as determined pursuant to this Article for the property the Company wishes to sell. If the Town wishes to exercise its right it must close on the purchase within forty-five days from the date of its written exercise of the right. Failure of the Town to close waives the Town's right of first refusal for any future attempt by the Company to sell that particular parcel. This right of first refusal shall not apply or be given effect to any sale or disposition involving such property if it is part of a sale or disposition involving other utility property of the Company located outside the Town limits.

ARTICLE XIII

That in consideration for said franchise and in compensation for the use and occupancy of the streets, alleys and public grounds, the said Company, its lessees, successors and assigns shall pay a franchise fee of five percent (5%) of gross receipts from the sale of electricity within the limits of said Town.

On or before the twentieth (20th) day of each month, the Company shall make a report of the gross sales within the limits of said Town and remit five percent (5%) of such sales. An annual adjustment will be made to reflect gross receipts within the Town by deducting the portion of the Company's bad debt write-off attributable to sales within the Town from the next ensuing monthly payment of franchisee's fee to said Town. This adjustment normally occurs in July.

The five percent (5%) franchise fee shall be surcharged on billings for electric service to consumers within said Town.

It is further agreed that the Company will budget for economic development incentives for business and industrial customers on a case by case basis.

ARTICLE XIV

Ordinance No. 557, Series 2004, of the Town of Mancos, Colorado, is hereby repealed as of the effective date of this Ordinance.

ARTICLE XV

Nothing in this Ordinance shall be so construed as to prevent the Company from assigning all of its right, title or interest, granted or authorized under or by virtue of the terms of this Ordinance, provided, however, that the Town is notified at least sixty (60) days in advance of the

assigning, and that such assignment shall not become effective until approved by the Town Board except that such approval shall not be unreasonably withheld.

ARTICLE XVI

The Company shall not, as to rates, charges, service, facilities, rules, regulations or in any other respect make or grant any preference or advantage to any corporation or person or subject any corporation or person to any prejudice or disadvantage, provided that nothing in this Ordinance shall be taken to prohibit the establishment from time to time of a graduated scale of charges and classified rate schedules to which any customer coming within an established classification would be entitled.

ARTICLE XVII

If any section, subsection, sentence, clause, phrase, punctuation or portion of this Ordinance is for any reason deemed invalid or unconstitutional by any Court of competent jurisdiction, such section, subsection, sentence, clause, phrase, punctuation or portion shall be a distinct, independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE XVIII

If at any time it shall be necessary to relocate any transmission, distribution or service lines or other structures of the Company to permit the Town to lay, make or change streets, grades, pavements, Town owned storm and sanitary sewers, water mains or other Town owned works or improvements, the cost of all such changes shall be shared equally between the Town and the Company.

ARTICLE XIX

This Ordinance, when and if approved by the Town Board of the Town, shall be considered for first hearing on the 13th day of March, 2024, at the hour of 7:00 p.m., at the Town Hall in the Town of Mancos, and the same shall thereafter be considered for second and final reading and public hearing on Wednesday, the day of , 2024.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 13th DAY OF , MARCH 2024.

TOWN OF MANCOS

ELLEN "QUEENIE" BARZ, MAYOR

ATTEST:

JAMIE HIGGINS, TOWN CLERK

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 27th DAY OF MARCH, 2024, WITH AN EFFECTIVE DATE OF , 2024.

TOWN OF MANCOS

ELLEN "QUEENIE" BARZ, MAYOR

ATTEST:

JAMIE HIGGINS, TOWN CLERK

APPROVED AS TO FORM:

David Liberman, Town Attorney

**Public Notice
NOTICE of PUBLIC
HEARING**

**Before the
Town of Mancos
Board of Trustees**

Notice is hereby given that on March 13, 2024 at 7:00 p.m., or as soon as possible thereafter, in Mancos Town Hall, 117 N. Main, Mancos, Colorado, or at such other place and time as the hearing may adjourn to, a Public Hearing will be held for:

Ordinance 778 Series 2024:
Empire Electric Franchise
Renewal First Reading
Empire Electric is seeking an electric utility franchise for term of 10 years with required franchise fee payment of 5% to Town of Mancos as set forth in the franchise agreement on Town of Mancos website

Additional information is available from Mancos Town Hall and available to the public for inspection. For questions or comments, please contact Town Hall, 117 N. Main, Mancos, CO. All interested parties are encouraged to attend or mail in comments to The Town of Mancos, P.O. Box 487, Mancos, CO 81328. The Town will be accepting comments up to the date and time of the public hearing.

Published in The Journal
February 28, March 6 and
March 13, 2024 by order of
Jamie Higgins, Town
Clerk/Treasurer

**Public Notice
NOTICE of PUBLIC
HEARING**

**Before the
Town of Mancos
Board of Trustees**

Notice is hereby given that on March 27, 2024 at 7:00 p.m., or as soon as possible thereafter, in Mancos Town Hall, 117 N. Main, Mancos, Colorado, or at such other place and time as the hearing may adjourn to, a Public Hearing will be held for:

Ordinance 778 Series 2024:
Empire Electric Franchise
Renewal Second Reading &
Adoption Consideration
Empire Electric is seeking an electric utility franchise for term of 10 years with required franchise fee payment of 5% to Town of Mancos as set forth in the franchise agreement on Town of Mancos website

Additional information is available from Mancos Town Hall and available to the public for inspection. For questions or comments, please contact Town Hall, 117 N. Main, Mancos, CO. All interested parties are encouraged to attend or mail in comments to The Town of Mancos, P.O. Box 487, Mancos, CO 81328. The Town will be accepting comments up to the date and time of the public hearing.

Published in The Journal
February 28, March 6 and
March 13, 2024 by order of
Jamie Higgins, Town
Clerk/Treasurer

STAFF REPORT

To: Town Administrator, Honorable Mayor, and Board of Trustees
From: Justen Goodall, Marshal
Date: March 13, 2024
Re: Cortez Animal Shelter and Town of Mancos IGA

Recommendation

Board approval of the IGA between the Town of Mancos and the Cortez Animal Shelter

Background/Discussion

I have worked with the Department Head of the Cortez Animal, and Town of Mancos Legal to draft the IGA. The reason there now needs to be an IGA is to protect the Town of Mancos, its Citizens, and its Budget.

There currently is not an IGA in place. Currently the Town is not billed other than on an animal seizure in a bite case. In the agreement, the Town will pay for animals seized and impounded only by the Mancos Marshal's Office. The fee will not total more than \$140, for the average impoundment. The only exception to the \$140 will be an additional fee for euthanizing the canine if needed.

The Mancos Marshal's Office is currently capturing not just Town Resident Canines, but we are also taking in County Resident Canines as well that are running at large within our boundaries. The concern I have is the City of Cortez will try and assess a flat rate well above the amount that the Town would pay if we only pay for the canines we capture at large.

Policy Implications

Deputies will write any canine owner for a dog at large after the owner is identified.

Resource Impact

Increase in the budget by approximately \$2,100 annually

Attachments

Draft IGA

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
TOWN OF MANCOS AND THE CORTEZ ANIMAL SHELTER**

This Intergovernmental Agreement for animal shelter costs (“IGA”) is made and entered into by and between the Town of Mancos (the “Town”) and the Cortez Animal Shelter (the “Shelter), together “the Parties”, effective the _____ day of _____, 2024.

The purpose of this IGA is to allocate fees and charges to the Town for a reasonable sharing of the actual costs of sheltering Canines brought to the Shelter by the Town’s Marshal’s Department.

When a Canine is brought to the Shelter by a member of the Town Marshal’s Department, the Town Marshal officer will complete all required Shelter paper work before leaving the Canine with the Cortez Animal Shelter.

If the Canine is picked up by its owner of the, the Cortez Animal Shelter staff will send a copy of the paperwork via email to the Town to: jgoodall@mancoscolorado.com

If the Owner of the Canine does not make payments directly to the Shelter, or unless the Canine is adopted out by the Shelter, then Mancos will pay a \$65 impound fee per Canine plus a \$15/day Shelter fee per Canine for up to five days (or such longer time as the Shelter and the Town agree) that the Canine is sheltered. Similarly, if the Canine has to be euthanized by the Shelter, the Town will pay the cost of euthanizing the Animal, to the extent the Shelter is not paid directly by the Owner of the Canine.

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 Parties 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.

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.

This IGA shall be effective for a one year term from the effective date and shall automatically renew for subsequent one year terms unless either party wishing to terminate provides the other party 120 day’s advance notice of its intent not to renew this IGA.

Town of Mancos

Date

Cortez Animal Shelter

Date