

Town of Keystone
Town Council Regular Meeting
April 9, 2024 at 7:00 p.m.
1628 Sts John Rd
Keystone, CO 80435

REGULAR MEETING AGENDA

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF AGENDA

III. COMMUNICATIONS TO COUNCIL

Public Comment (Pursuant to Resolution 2024-18, comment is limited to non-agenda items only; 3-minute time limit please)

IV. CONSENT AGENDA

A. FIRST READING OF ORDINANCES –

1. Ordinance 2024-O-06, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting The Zone District Map For The Town Of Keystone And Declaring An Emergency

B. RESOLUTIONS -- NONE

C. MEETING MINUTES – March 26, 2024, regular meeting

D. EXCUSED ABSENCES –

1. Aaron Parmet – April 9, 2024

V. DISCUSSION

A. LOCAL LIQUOR LICENSING AUTHORITY MATTERS

1. Liquor License Renewal for SPS Liquors Inc. Summit Liquors; Retail Liquor Store; Chris Forbes; located at 21801 HWY 6, Keystone, CO
2. Liquor License Renewal for Keystone Coffee Company LLC dba Steep; Brew Pub; Justine Slezak; located 23110 US Highway 6, Units 13-15, Keystone, CO
3. Liquor License Renewal for Lakeside Pizza Pub LLC dba Lakeside Pizza & Pub; Tavern; Jeff Lawson; located at 22080 US Highway 6, Unit #L3, Keystone, CO
4. Liquor License Renewal for Keystone Neighbourhood Company dba Keystone Neighbourhood Company; Optional Premises; Maja Russer; located at 140 Ida Belle Dr., Ste. F4, Keystone, CO
5. Liquor License Change of Manager for Keystone Food & Beverage Company dba Keystone Lodge & Spa; Hotel & Restaurant; Brian Friedman; located at 22101 US Hwy 6, Keystone, CO

6. Liquor License Change of Manager for Keystone Food & Beverage Company dba Ski Tip Lodge; Hotel & Restaurant; Michael Brett Bynum; located at 0764 Montezuma Rd., Keystone, CO

B. CONSIDERATION OF ORDINANCES (SECOND READING/PUBLIC HEARING) –

1. Ordinance 2024-O-03, An Ordinance of Town Council of the Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Alcoholic Beverages
2. Ordinance 2024-O-04, An Ordinance of Town Council of the Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Tobacco Products

C. RESOLUTIONS –

1. Resolution 2024-31, A Resolution of Town Council of the Town of Keystone, Colorado, Authorizing Execution of a Master Services Agreement, Statement of Work, and Proposed Quote with All Copy Products, Inc. dba Verticomm
2. Resolution 2024-32, A Resolution of Town Council of the Town of Keystone, Colorado, Approving Town Council Bylaws

D. OTHER -- NONE

VI. PLANNING MATTERS -- NONE

VII. REPORT OF TOWN MANAGER AND STAFF

VIII. REPORT OF MAYOR AND COUNCIL

IX. OTHER MATTERS (Town Manager/Mayor/Councilmember may bring up items on other matters that are not on the agenda)

X. SCHEDULED MEETINGS

XI. EXECUTIVE SESSION

Executive Session pursuant to C.R.S. Section 24-6-402(4)(b) and C.R.S. Section 24-6-402(4)(e)(I) to receive legal advice related to the IGA with Summit County on transition services as well as to determine positions and instruct negotiators accordingly.

XII. ADJOURNMENT

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers

THROUGH: Gary Martinez, Interim Town Manager
Lindsay Hirsh, Community Development Director

FROM: Jennifer Madsen, Town Attorney

DATE: April 9, 2024

SUBJECT: [FIRST READING] Ordinance 2024-O-06, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting The Zone District Map For The Town Of Keystone And Declaring An Emergency

Executive Summary:

For purposes of conducting planning and zoning services, Ordinance 2024-O-06 adopts the zone district map for the Town of Keystone.

Recommendation:

Staff recommend that the Council approve Ordinance 2024-O-06 on first reading.

Background:

In order to provide land development services in the Town, Town Council needs to adopt a land use and development code and needs to zone the property in the Town of Keystone. The land use and development code as adopted on first reading on March 26. This ordinance 2024-O-06 is for the adoption of the zoning map.

The Town Council has the authority to divide the town into zone districts. The zoning map included with this ordinance provides for the application of the zone districts to the properties within the Keystone boundaries. It is important to note that the zone districts are identical to the zoning that was applicable to the property before the incorporation.

Alternatives:

Town Council may provide alternative direction on the adoption of a land use code.

Financial Considerations:

There is no financial consideration.

Previous Council Actions:

Town Council discussed the adoption of a zoning map at the work session on March 12, 2024.

Next Steps:

If approved, the second reading and public hearing will be scheduled for April 23, 2024.

Suggested Motions:

Because this item is on the consent agenda, a motion to approve the consent agenda will approve this ordinance on first reading.

Attachments:

- Ordinance 2024-O-06, Ordinance 2024-O-06, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting The Zone District Map For The Town Of Keystone And Declaring An Emergency.
- Exhibit A Zone District Map

**TOWN OF KEYSTONE
ORDINANCE NO. 2024-O-06**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
KEYSTONE, COLORADO, ADOPTING THE ZONE DISTRICT MAP FOR
THE TOWN OF KEYSTONE AND DECLARING AN EMERGENCY**

WHEREAS, the Town of Keystone (“Town”) is a home rule municipal corporation created pursuant to Article XX of the Colorado Constitution; and

WHEREAS, the land that was eventually incorporated into the new Town of Keystone was located in and governed by Summit County, Colorado; and

WHEREAS, the Town Council for the Town of Keystone is obligated to adopt laws to plan for and regulate property within the Town and to provide for the orderly use of land and protection of the environment; and

WHEREAS, pursuant to § 31-23-301, C.R.S., the Town Council has authority over zoning matters within the Town of Keystone; and

WHEREAS, pursuant to § 31-23-302, C.R.S., the Town Council has the authority to divide the Town into zone districts; and

WHEREAS, the Town Council wishes to designate the zone districts for the Town of Keystone; and

WHEREAS, the zone districts identified on the Zoning Map, attached as Exhibit A for the Town of Keystone are identical to the zone districts that were applicable to the property before the incorporation of the Town of Keystone; and

WHEREAS, the Town Council determined, based on the evidence and testimony presented at the public hearing, that the Zoning Map will further the health, safety and welfare of the inhabitants of the Town and adoption as an emergency ordinance with the Zoning Map effective on May 9, 2024, is for the best interests of the immediate preservation of public peace, health and safety of the community and its citizens.

**THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,
ORDAINS:**

Section 1. The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Council.

Section 2. The Town Council hereby zones all property located within the boundaries of the Town of Keystone as set forth in the Town of Keystone Zoning Map, attached as Exhibit A.

Section 3. Severability. Should any one or more sections or provisions of this

Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 4. Codification. This ordinance may be codified and numbered for purposes of codification without the need for further approval by the Town Council.

Section 5. Emergency Declared; Effective Date. The Town Council hereby legislatively declares that the passage of this Ordinance is necessary for the immediate preservation of the public peace, health or safety. Absent passage of this Ordinance as an Emergency Ordinance, the Town risks the submission of applications for land use matters and other regulations without zone districts in place and there is no mechanism to process any land use applications without the zone districts in place. Upon passage by a supermajority of Town Council members in office, as required by Section 6.6 of the Keystone Home Rule Charter ($\frac{3}{4}$ of all members in office), this Ordinance shall take effect immediately and be enforced on May 9, 2024.

INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST READING, AND SCHEDULED FOR PUBLIC HEARING ON APRIL 23, 2024, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS

_____ DAY OF _____, 2024.

Kenneth D. Riley, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

READ, PASSED AND ADOPTED WITH A ROLL CALL VOTE OF ___ IN FAVOR AND ___ OPPOSED AS AN EMERGENCY ORDINANCE ON SECOND READING, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS _____ DAY OF _____, 2024.

Kenneth D. Riley, Mayor

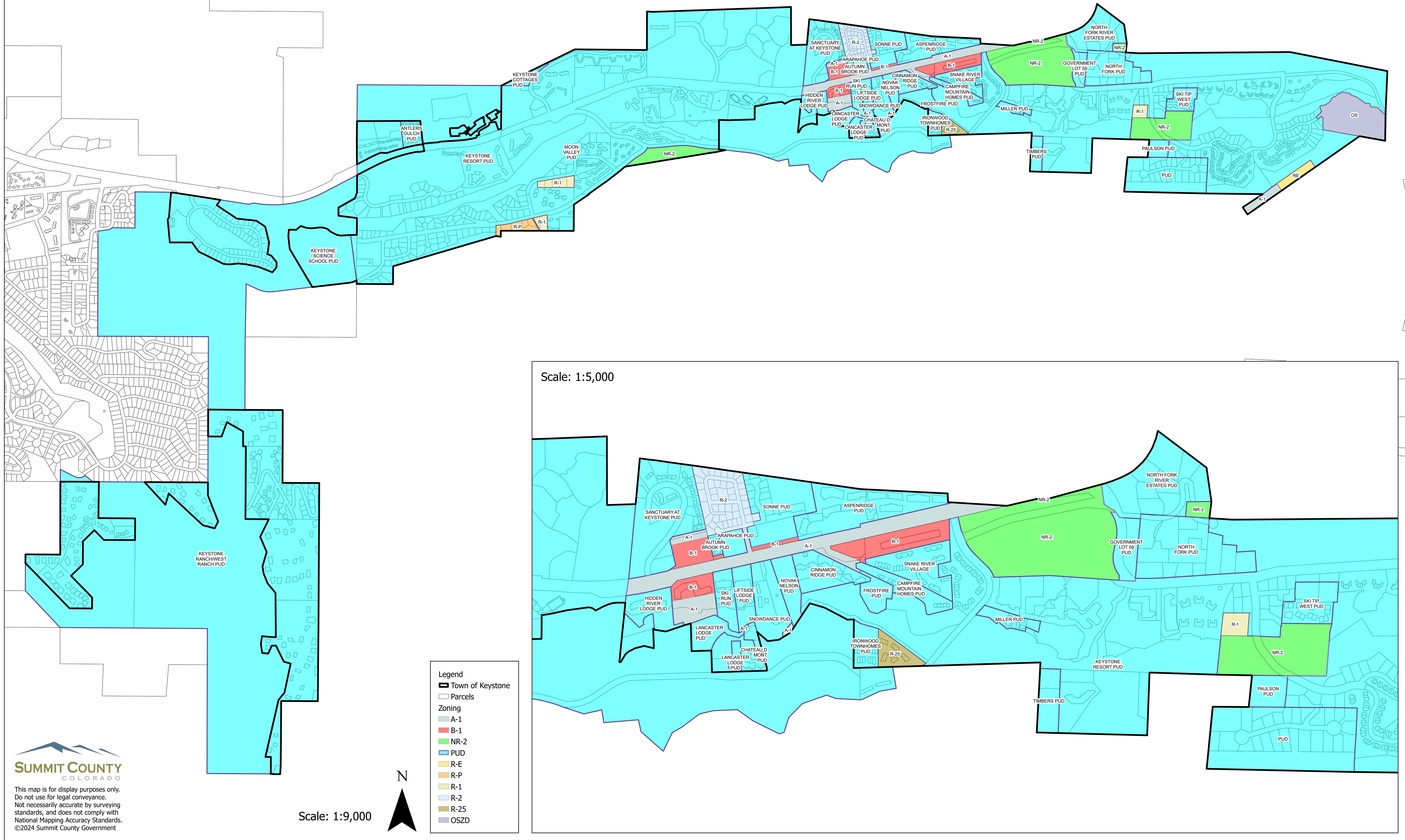
ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Town of Keystone - Summit County Designated Zoning



This map is for display purposes only. Do not use for legal conveyance. Not necessarily accurate by surveying standards, and does not comply with National Mapping Accuracy Standards. ©2024 Summit County Government

Town of Keystone
Town Council Regular Meeting
March 26, 2024, at 7:00 p.m.
1628 Sts John Rd
Keystone, CO 80435

I. CALL TO ORDER, ROLL CALL

Mayor Riley called the meeting to order at 7:00 p.m. The roll being called it was found there were present and participating at that time the following members: Councilmember Gretchen Davis, Councilmember Sarah Keel, Councilmember Carol Kerr, Councilmember Aaron Parmet, Councilmember Valerie Thisted, and Mayor Ken Riley. The following member was absent: Councilmember Dan Sullivan (excused).

II. APPROVAL OF AGENDA

The agenda was approved as presented.

III. PROCLAMATION

A. PROCLAMATION RECOGNIZING KEVIN LINEHAN'S SERVICE TO THE TOWN OF KEYSTONE

Mayor Riley recognized Town Clerk Maddy Sielu to read the text of the proclamation honoring Kevin Linehan for his service to the Town of Keystone.

III. COMMUNICATIONS TO COUNCIL

Mayor Riley opened the floor for public comment and the following members of the public spoke regarding the services currently provided by Common Spirit at Keystone Urgent Care: Dan Johnson, Katie Stevenson, and Mark Doucette. Seeing no further members of the public wishing to speak, Mayor Riley closed the public comment period. Larry Pruss queried the council on when road and US 6 infrastructure projects will be addressed.

IV. CONSENT AGENDA

A. FIRST READING OF ORDINANCES

1. Ordinance 2024-03, An Ordinance of the Town Council of the Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Alcoholic Beverages
2. Ordinance 2024-04, An Ordinance of the Town Council of the Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Tobacco Products
3. Ordinance 2024-05, An Ordinance of the Town Council of the Town of Keystone, Colorado, Adopting By Reference the Summit County Land Use Development Code Published by Summit County, Colorado, As Such Existed on May 1, 2024,

Subject to Requirements, Revisions, And Amendments As Provided By This Ordinance And Declaring An Emergency

B. RESOLUTIONS -- NONE

C. MEETING MINUTES – March 12, 2024, regular meeting

D. EXCUSED ABSENCES – NONE

Mayor Riley read the consent agenda into the record.

Councilmember Keel moved to remove Ordinance 2024-03 from the consent agenda for discussion. Councilmember Kerr seconded.

By hand vote, the result was:

Ayes: Councilmember Keel, Councilmember Kerr (2)

Nays: Councilmember Davis, Councilmember Parmet, Councilmember Thisted, Mayor Riley (4)

Absent: Councilmember Sullivan (1)

The motion failed.

Councilmember Davis moved to approve the consent agenda. Councilmember Thisted seconded. The motion passed unanimously, and the consent agenda was approved.

V. CONTINUED BUSINESS

A. CONSIDERATION OF ORDINANCES (SECOND READING/PUBLIC HEARING) –

1. Ordinance 2024-O-01, An Ordinance of Town Council of the Town of Keystone, Colorado, Prescribing the Membership, Powers and Duties, and Appointment Procedure for the Town of Keystone Planning and Zoning Commission

Mayor Riley recognized Town Attorney Jennifer Madsen and Community Development Director Lindsay Hirsh to introduce Ordinance 2024-O-01, Prescribing the Membership, Powers and Duties, and Appointment Procedure for the Town of Keystone Planning and Zoning Commission.

Mayor Riley opened the public hearing for members of the public.

Seeing no members of the public wishing to speak, Mayor Riley closed the public hearing.

Councilmember Davis moved to approve Ordinance 2024-O-01, Prescribing the Membership, Powers and Duties, and Appointment Procedure for the Town of Keystone Planning and Zoning Commission. Councilmember Thisted seconded.

Councilmember Thisted moved to amend Ordinance 2024-O-01 to include the following language at the end of Section 2 B 2 “For purposes of membership on the Planning and Zoning Commission, Primary Resident means that the person has resided in the Town of Keystone for one (1) year and has been registered to

vote in the Town of Keystone for one (1) year." Councilmember Parmet seconded. The motion passed unanimously, and the amendment was approved. Mayor Riley called the question on the motion as amended.

On roll call, the result was:

Ayes: Councilmember Davis, Councilmember Keel, Councilmember Kerr, Councilmember Parmet, Councilmember Thisted, Mayor Riley (6)

Nays: None (0)

Absent: Councilmember Sullivan (1)

Ordinance 2024-O-01 was adopted as amended.

2. Ordinance 2024-O-02, An Ordinance of Town Council of the Town of Keystone, Colorado, Approving a Cable Television Franchise Agreement between the Town of Keystone, Colorado and Comcast of Colorado XI, Inc. ("Grantee") to Provide Cable Television Services with the Town and Make Reasonable and Lawful Use of the Town Rights-Of Way for such Purposes.

Mayor Riley recognized Town Attorney Jennifer Madsen and Community to introduce Ordinance 2024-O-02, Approving a Cable Television Franchise Agreement between the Town of Keystone, Colorado and Comcast of Colorado XI, Inc. ("Grantee") to Provide Cable Television Services with the Town and Make Reasonable and Lawful Use of the Town Rights-Of Way for Such Purposes.

Mayor Riley recognized Andy Davis, Director of Government Affairs at Comcast Mountain West Region, to present on the item.

Mayor Riley opened the public hearing for members of the public.

The following members of the public spoke: Peter Madland.

Councilmember Thisted moved to approve Ordinance 2024-O-02, Approving a Cable Television Franchise Agreement between the Town of Keystone, Colorado and Comcast of Colorado XI, Inc. ("Grantee") to Provide Cable Television Services with the Town and Make Reasonable and Lawful Use of the Town Rights-Of Way for Such Purposes. Councilmember Parmet seconded.

On roll call, the result was:

Ayes: Councilmember Davis, Councilmember Keel, Councilmember Kerr, Councilmember Parmet, Councilmember Thisted, Mayor Riley (6)

Nays: None (0)

Absent: Councilmember Sullivan (1)

Ordinance 2024-O-02 was adopted.

B. RESOLUTIONS -- NONE

C. OTHER -- NONE

VI. PLANNING MATTERS -- NONE

VII. REPORT OF TOWN MANAGER AND STAFF

Interim Town Manager Gary Martinez reported that staff would bring back the discussion of potential citizen advisory boards at a future meeting.

Community Development Director Lindsay Hirsh reported that 16 people applied for Planning Commission and that he would send his recommendations with Town Council. Town Council directed staff to provide an update at the next Town Council meeting.

VIII. REPORT OF MAYOR AND COUNCIL

IX. OTHER MATTERS

Mayor Riley directed staff to put discussion liquor and tobacco licensing on the next work session agenda for discussion prior to the evening meeting.

Councilmember Thisted brought up the idea of sharing achievements of local Keystone students on the website. Council directed staff to do research on this item and bring it back to a future meeting.

X. SCHEDULED MEETINGS

XI. EXECUTIVE SESSION

Councilmember moved to enter an Executive Session pursuant to C.R.S. Section 24-6-402(4)(b) and C.R.S. Section 24-6-402(4)(e)(I) to receive legal advice concerning a negotiation of the extension of an intergovernmental agreement with Summit County on transition services as well as to determine positions relative to the negotiation of the transition services intergovernmental agreement with Summit County, develop strategies for such negotiations, and instruct negotiators accordingly. Additionally, to enter an Executive Session pursuant to C.R.S. Section 24-6-402(4)(b) and C.R.S. Section 24-6-402(4)(e)(I) to, to receive legal advice concerning an employment agreement with the Town Manager and to determine positions relative to an employment agreement with the Town Manager that is be subject to negotiations, develop strategies for such negotiations, and instruct negotiators accordingly. Councilmember Keel seconded.

The motion passed unanimously, and Council recessed to enter the Executive Session at 8:49 p.m.

The Executive Session Concluded at 9:56 p.m.

XII. ADJOURNMENT

Seeing no further business, Mayor Riley adjourned the meeting at 9:57 p.m.

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers (sitting as to the Town of Keystone Liquor Licensing Authority)

THROUGH: Gary Martinez, Interim Town Manager
Madeleine Sielu, Town Clerk

FROM: Jennifer Madsen, Town Attorney

DATE: April 9, 2024

SUBJECT: Local Liquor Licensing Authority Matters

Executive Summary:

Currently, the Town Council serves as the Local Liquor Licensing Authority. Per statute and the intergovernmental agreement approved on February 8, 2024, the Summit County Clerk and Recorder has continued to maintain current levels of service, including taking in applications for liquor licenses. The Town Council of the Town of Keystone must convene as the licensing authority to review these pending licensing matters.

Recommendation:

Staff recommends that the Town Council approve all of the local liquor licensing authority matters, as they have complied with all obligations set out in the Colorado Liquor Code after review by the Summit County Clerk and Recorder.

Background:

Renewal of existing liquor licenses. Pursuant to § 44-3-302, C.R.S., provided that the licensee has complied with all application requirements, the liquor licensing authority should renew the liquor license unless there is “good cause” not to renew. As relevant here, “good cause” is defined as “evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct. For purposes of this subsection (19)(d), “disorderly conduct” has the meaning as provided for in section 18-9-106.”

These applications are before the Liquor Licensing Authority as administrative matters. These are not scheduled as quasi-judicial hearings.

The following licensees have applied for the renewal of their existing licenses:

- Liquor License Renewal for SPS Liquors INC dba Summit Liquors; Retail Liquor Store; Chris Forbes; located at 21801 HWY 6, Keystone, CO (Clerk)
- Liquor License Renewal for Keystone Coffee Company LLC dba Steep; Brew Pub; Justin Slezak; located at 23110 US Highway 6, Units 13-15, Keystone, CO (Clerk)
- Liquor License Renewal for Lakeside Pizza Pub LLC dba Lakeside Pizza & Pub; Tavern; Jeff Lawson; located at 22080 US Highway 6, Unit #L3, Keystone, CO (Clerk)
- Liquor License Renewal for Keystone Neighbourhood Company dba Keystone Neighbourhood Company; Optional Premises; Maja Russer; located at 140 Ida Belle Dr., Ste. F4, Keystone, CO (Clerk)

The Summit County Clerk & Recorder, Taryn Power, reviewed all submitted applications to verify that they have included all the required application materials for a license renewal. The results of the review for each of these licenses are included in the attached references. There were no violations of the Liquor Code found for any of the applicants up for review at today's meeting.

Personal identifying information has been redacted from the attached reference documents, to comply with the Colorado Open Records Act.

Change of manager. Under § 44-3-301(8), each licensee holding a hotel and restaurant license shall report any change in managers to the local licensing authority and pay a licensing fee.

The following licensees have submitted applications for a change of manager:

- Liquor License Change of Manager for Keystone Food & Beverage Company dba Keystone Lodge & Spa; Hotel & Restaurant; Brian Friedman; located at 22101 US Hwy 6, Keystone, CO (Clerk)
- Liquor License Change of Manager for Keystone Food & Beverage Company dba Ski Tip Lodge; Hotel & Restaurant; Michael Brett Bynum; located at 0764 Montezuma Rd., Keystone, CO (Clerk)

The Summit County Clerk & Recorder, Taryn Power, reviewed all submitted applications to verify that they have included all the required application materials and fees for a change of manager notification. The results of the review for each of these licenses are included in the attached references.

Personal identifying information has been redacted from the attached reference

documents, to comply with the Colorado Open Records Act.

Alternatives:

None.

Financial Considerations:

N/A

Previous Council Actions:

None

Next Steps:

The Summit County Clerk & Recorder will send the application materials to the Department of Revenue's Division of Liquor and Tobacco for review.

Suggested Motions:

I move to APPROVE the Liquor License Renewal for SPS Liquors INC dba Summit Liquors; Retail Liquor Store; Chris Forbes; located at 21801 HWY 6, Keystone, CO (Clerk)

I move to APPROVE the Liquor License Renewal for Keystone Coffee Company LLC dba Steep; Brew Pub; Justin Slezak; located at 23110 US Highway 6, Units 13-15, Keystone, CO (Clerk)

I move to APPROVE the Liquor License Renewal for Lakeside Pizza Pub LLC dba Lakeside Pizza & Pub; Tavern; Jeff Lawson; located at 22080 US Highway 6, Unit #L3, Keystone, CO (Clerk)

I move to APPROVE the Liquor License Renewal for Keystone Neighbourhood Company dba Keystone Neighbourhood Company; Optional Premises; Maja Russer; located at 140 Ida Belle Dr., Ste. F4, Keystone, CO (Clerk)

Attachments:

Liquor License Review Materials Packet



TARYN POWER, CLERK & RECORDER
LIQUOR LICENSING
(970) 453-3476
Summit County Government
208 East Lincoln Ave. | P.O. Box 1538
Breckenridge, CO 80424
liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: S P S Liquors Inc.
Establishment Name (DBA): Summit Liquors
Physical Address: 21801 U.S. Highway 6 Keystone, CO 80435
Mailing Address: P.O. Box 349 Yampa, CO 80483
Licensee Name/Representative/Agent: Chris Forbes
Date of Application: January 30, 2024
Type of License: Liquor Store
Registered Manager: Chris Forbes

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

COUNCIL INFORMATION:

LOCAL LICENSING AUTHORITY:

Keystone Town Council

MEETING AGENDA DATE:

Tuesday, April 9, 2024

Submit to Local Licensing Authority

**SUMMIT LIQUORS
 PO BOX 349
 Yampa CO 80483**

Fees Due	
Renewal Fee	437.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name S P S LIQUORS INC		Doing Business As Name (DBA) SUMMIT LIQUORS	
Liquor License # 26-39619-0000	License Type Retail Liquor Store (county)		
Sales Tax License Number 26396190000	Expiration Date 04/21/2024	Due Date 03/07/2024	
Business Address 21801 HWY 6 Dillon CO 80435			Phone Number 9703907731
Mailing Address PO BOX 349 Yampa CO 80483		Email <i>dunlapcha@gmail.com</i>	
Operating Manager <i>CHRIS FORBES</i>	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>Perpetual</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
CHARLENE DUNLAP	Bookkeeper	
Signature	Date	
<i>Charlene Dunlap</i>	01/30/2024	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest


Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>SPS LIQUORS, INC dba SUMMIT LIQUOR</u>		Social Security Number/Tax Identification Number <u>84-1606111</u>	
Address <u>21801 US Hwy 6</u>			
City <u>Keystone</u>		State <u>CO</u>	Zip <u>80435</u>
Home Phone Number 		Business/Work Phone Number <u>970-468-6249</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>CHARLENE DUNLAP, BOOKKEEPER 2</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Charlene Dunlap</u>			Date signed <u>01/30/2024</u>

Privacy Act Statement

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

JAIME FITZSIMONS
SHERIFF



PETER HAYNES
UNDERSHERIFF

OFFICE OF THE SUMMIT COUNTY SHERIFF

501 North Park Avenue ▪ PO Box 210 ▪ Breckenridge, Colorado 80424
Office: (970) 453-2232 ▪ Fax: (970) 453-7329 ▪ www.SummitSheriffCO.com

DATE: March 27, 2024
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: S P S Liquors Inc.
DBA: Summit Liquors
License Type: Liquor Store
Location: 21801 US Hwy 6, Keystone, CO 80435


We have no record of negative information on the above establishment.

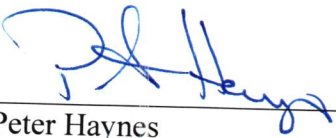
The Summit County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern:


Shannon Hogeman
Records Technician


Peter Haynes
Undersheriff



TARYN POWER, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3476

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Keystone Coffee Company LLC
Establishment Name (DBA): Steep
Physical Address: 22080 U.S. Highway 6 Units #13-16 Keystone, CO 80435
Mailing Address: P.O. Box 2060 Dillon, CO 80435
Licensee Name/Representative/Agent: Justin Slezak
Date of Application: February 12, 2024
Type of License: Hotel & Restaurant
Registered Manager: Justin Slezak

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

COUNCIL INFORMATION:

LOCAL LICENSING AUTHORITY:

Keystone Town Council

MEETING AGENDA DATE:

Tuesday, April 9, 2024

Submit to Local Licensing Authority

**STEEP
 PO BOX 2060
 Dillon CO 80435**

Fees Due	
Renewal Fee	875.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name KEYSTONE COFFEE COMPANY LLC		Doing Business As Name (DBA) STEEP	
Liquor License # 03-13150	License Type Brew Pub (county)		
Sales Tax License Number 52914530	Expiration Date 04/28/2024	Due Date 03/14/2024	
Business Address 23110 US HIGHWAY 6 UNITS 13-15 Keystone CO 80435			Phone Number 9703330821
Mailing Address PO BOX 2060 Dillon CO 80435		Email <i>KeystoneMtnCoffee@gmail.com</i>	
Operating Manager <i>Justin Slezak</i>	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No *River Run Coffee Company LLC*

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
<i>Justin Slezak, Elissa Slezak</i>	<i>Owner/Managing Member</i>	
Signature	Date	
<i>[Signature]</i>	<i>2/12/24</i>	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest


Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Keystone Coffee Company LLC</u>		Social Security Number/Tax Identification Number <u>84-4056243</u>	
Address <u>23110 US Hwy 6</u>			
City <u>Keystone</u>		State <u>CO</u>	Zip <u>80435</u>
Home Phone Number <u>970-409-7812</u>		Business/Work Phone Number <u>970-409-7812</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Justin Slezak, Elissa Slezak</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>2/12/24</u>

Privacy Act Statement

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

JAIME FITZSIMONS
SHERIFF



PETER HAYNES
UNDERSHERIFF

OFFICE OF THE SUMMIT COUNTY SHERIFF

501 North Park Avenue ▪ PO Box 210 ▪ Breckenridge, Colorado 80424
Office: (970) 453-2232 ▪ Fax: (970) 453-7329 ▪ www.SummitSheriffCO.com

DATE: March 27, 2024
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: Keystone Coffee Company LLC
DBA: Steep
License Type: Brewpub
Location: 23110 US Hwy 6, Units 13-16, Keystone, CO 80435

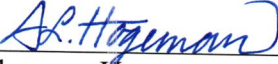
We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:


No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern:



Shannon Hogeman
Records Technician



Peter Haynes
Undersheriff



TARYN POWER, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3476

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Lakeside Pizza Pub LLC
Establishment Name (DBA): Lakeside Pizza & Pub
Physical Address: 22080 U.S. Highway 6 Unit #L3 Keystone, CO 80435
Mailing Address: 8715 East 49th Place Denver, CO 80238
Licensee Name/Representative/Agent: Daryl C. Sims
Date of Application: March 5, 2024
Type of License: Hotel & Restaurant
Registered Manager: Daryl C. Sims

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

COUNCIL INFORMATION:

LOCAL LICENSING AUTHORITY:

Town of Keystone

MEETING AGENDA DATE:

Tuesday, April 9, 2024

Submit to Local Licensing Authority

**LAKESIDE PIZZA & PUB
 8715 EAST 49TH PLACE
 Denver CO 80238**

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name LAKESIDE PIZZA PUB, LLC		Doing Business As Name (DBA) LAKESIDE PIZZA & PUB	
Liquor License # 03-11914	License Type Tavern (county)		
Sales Tax License Number 31421864	Expiration Date 06/12/2024	Due Date 04/28/2024	
Business Address 22080 US HIGHWAY 6 UNIT #L3 Keystone CO 80435			Phone Number 9704856974
Mailing Address 8715 EAST 49TH PLACE Denver CO 80238		Email <i>curt@eataatlime.com</i>	
Operating Manager <i>Teff Lawson</i>	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <i>4-30-2029</i>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
DARYL C. SIMS	MANAGING MEMBER	
Signature	Date	
	3/5/2024	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Lakeside Pizza Pub, LLC</u>		Social Security Number/Tax Identification Number <u>83-4303091</u>	
Address <u>8715 E 49th Pl</u>			
City <u>Denver</u>		State <u>CO</u>	Zip <u>80238</u>
Home Phone Number [REDACTED]		Business/Work Phone Number <u>970-485-6974</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>DARYL C. SIMS</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>DCS</u>			Date signed <u>3/5/2024</u>

Privacy Act Statement

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

JAIME FITZSIMONS
SHERIFF



PETER HAYNES
UNDERSHERIFF

OFFICE OF THE SUMMIT COUNTY SHERIFF

501 North Park Avenue ▪ PO Box 210 ▪ Breckenridge, Colorado 80424
Office: (970) 453-2232 ▪ Fax: (970) 453-7329 ▪ www.SummitSheriffCO.com

DATE: April 1, 2024
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: Lakeside Pizza Pub LLC
DBA: Lakeside Pizza & Pub
License Type: Tavern
Location: 22080 US Hwy 6, Unit #L13, Keystone, CO 80435

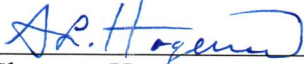
We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:


No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern:



Shannon Hogeman
Records Technician



Peter Haynes
Undersheriff



TARYN POWER, CLERK & RECORDER
LIQUOR LICENSING
(970) 453-3472
Summit County Government
208 East Lincoln Ave. | P.O. Box 1538
Breckenridge, CO 80424
liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Keystone Neighbourhood Company
Establishment Name (DBA): Keystone Neighbourhood Company
Physical Address: 140 Ida Belle Drive Suite #F-4 Keystone, CO 80435
Mailing Address: 140 Ida Belle Drive Suite #F-4 Keystone, CO 80435
Licensee Name/Representative/Agent: Maja Russer
Date of Application: February 7, 2024
Type of License: Optional Premise
Registered Manager: Maja Russer

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

COUNCIL INFORMATION:

LOCAL LICENSING AUTHORITY:

Town of Keystone

MEETING AGENDA DATE:

Tuesday, April 9, 2024

Submit to Local Licensing Authority

**KEYSTONE NEIGHBOURHOOD CO
 140 IDA BELLE DR UNIT F4
 Keystone CO 80435-7780**

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 625.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name KEYSTONE NEIGHBOURHOOD CO		Doing Business As Name (DBA) KEYSTONE NEIGHBOURHOOD CO	
Liquor License # 13-36764-0000	License Type Optional Premises (county)		
Sales Tax License Number 13367640000	Expiration Date 05/13/2024	Due Date 03/29/2024	
Business Address 140 IDA BELLE DR STE F4 Keystone CO 80435-7780			Phone Number 9704238996
Mailing Address 140 IDA BELLE DR UNIT F4 Keystone CO 80435-7780		Email maja@keystoneneighbourhood.com	
Operating Manager Maja Russer	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
Maja Russer	Dir. of Events	
Signature	Date	
Maja Russer	2/7/2024	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>The Keystone Neighbourhood Company</u>		Social Security Number/Tax Identification Number <u>1336764000</u>	
Address <u>140 Ida Belle Dr. Suite F.4</u>			
City <u>Keystone</u>		State <u>CO</u>	Zip <u>80435</u>
Home Phone Number [REDACTED]		Business/Work Phone Number <u>(970) 423-8996</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Maja Russer</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Maja Russer</u>			Date signed <u>2/7/2024</u>

Privacy Act Statement

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

JAIME FITZSIMONS
SHERIFF



PETER HAYNES
UNDERSHERIFF

OFFICE OF THE SUMMIT COUNTY SHERIFF

501 North Park Avenue ▪ PO Box 210 ▪ Breckenridge, Colorado 80424
Office: (970) 453-2232 ▪ Fax: (970) 453-7329 ▪ www.SummitSheriffCO.com

DATE: March 27, 2024
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: Keystone Neighbourhood CO
DBA: Keystone Neighbourhood Company
License Type: Optional Premise
Location: 140 Ida Belle Dr, Suite #F4, Keystone, CO 80435


We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:


No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern:



Shannon Hogeman
Records Technician



Peter Haynes
Undersheriff



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING
(970) 453-3472
Summit County Government
208 East Lincoln Ave. | P.O. Box 1538
Breckenridge, CO 80424
liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - MODIFICATION

Licensee Organization:	<u>Keystone Food & Beverage Co.</u>
Establishment Name (DBA):	<u>Keystone Lodge & Spa</u>
Physical Address:	<u>22101 US Hwy 6 Keystone, CO 80435</u>
Mailing Address:	<u>P.O. Box 38 K79 Keystone, CO 80435</u>
Licensee Name/Representative/Agent:	<u>Christopher Sorensen</u>
Date of Application:	<u>March 14, 2024</u>
Type of License:	<u>Hotel & Restaurant</u>
Type of Modification Sought:	<u>Manager Registration</u>
Current Registered Manager:	<u>Michael Brett Bynum</u>
New Registered Manager:	<u>Brian Friedman</u>

STAFF COMMENTS:

CLERK & RECORDER COMMENTS:	<u>Complete application and proper fees submitted.</u>
---------------------------------------	--

COUNCIL INFORMATION:

LOCAL LICENSING AUTHORITY:	<u>Town of Keystone</u>
MEETING AGENDA DATE:	<u>Tuesday, April 9, 2024</u>

DR 8442 (02/23/23)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company					License Number 05-13221-0001	
2. Name of Licensee Keystone Food & Beverage, CO			3. Trade Name of Establishment (DBA) Keystone Lodge & Spa			
4. Address of Premises (specify exact location of premises) 22101 US Hwy 6			5. Business Email Address donna.mascoli@vailresorts.com			
City Keystone	County Summit	State CO	ZIP 80435	Business Phone Number 970.496.3712		

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change	Section C
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input checked="" type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between; width: 100%;"> \$150.00 x Total Fee: </div> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between; width: 100%;"> \$100.00 x Total Fee: </div> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between; width: 100%;"> \$160.00 x Total Fee: </div> <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License <input type="checkbox"/> Duplicate License \$50.00	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$ 00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

DR 8442 (02/23/23)

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

DR 8442 (02/23/23)

Winery/Limited Winery/Noncontiguous or Primary Manufacturing Location Change	<p>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change</p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____</p> <p>City _____ County _____ ZIP _____</p>
Change of Manager	<p>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</p> <p>(a) Change of Manager</p> <p>Former manager's name _____ Michael Brett Bynum</p> <p>New manager's name _____ Brian Friedman</p> <p>(b) Date of Employment _____ 01/2023</p> <p>Has manager ever managed a liquor licensed establishment?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

DR 8442 (02/23/23)

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature	Print name and Title Chris Sorensen-VP/GM Keystone Resort	Date
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
<small>DocuSigned by:</small>		
Signature <i>Christopher Sorensen</i>	Title VP & GM Keystone Resort	Date 11-14-2024
<small>060D7A1FE061490...</small>		
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING
(970) 453-3472
Summit County Government
208 East Lincoln Ave. | P.O. Box 1538
Breckenridge, CO 80424
liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - MODIFICATION

Licensee Organization: Keystone Food & Beverage Co.
Establishment Name (DBA): Ski Tip Ranch
Physical Address: 0764 Montezuma Road Keystone, CO 80435
Mailing Address: P.O. Box 38 K79 Keystone, CO 80435
Licensee Name/Representative/Agent: Christopher Sorensen
Date of Application: March 14, 2024
Type of License: Hotel & Restaurant
Type of Modification Sought: Manager Registration
Current Registered Manager: Bryston Palmer
New Registered Manager: Michael Brett Bynum

STAFF COMMENTS:

CLERK & RECORDER COMMENTS: Complete application and proper fees submitted.

COUNCIL INFORMATION:

LOCAL LICENSING AUTHORITY: Town of Keystone
MEETING AGENDA DATE: Tuesday, April 9, 2024

DR 8442 (02/23/23)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		License Number	
				05-13221-0015	
2. Name of Licensee Keystone Food & Beverage, CO			3. Trade Name of Establishment (DBA) Ski Tip Lodge		
4. Address of Premises (specify exact location of premises) 0764 Montezuma Rd.			5. Business Email Address donna.mascoli@vailresorts.com		
City Keystone	County Summit	State CO	ZIP 80435	Business Phone Number 970.496.3990	

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change	Section C
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input checked="" type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE <i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$150.00 x</div> Total Fee:
Section B – Duplicate License	<input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$100.00 x</div> Total Fee:
<input type="checkbox"/> Duplicate License \$50.00	<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$160.00 x</div> Total Fee:
	<input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>		TOTAL AMOUNT DUE \$ 00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) For a Retail Warehouse Storage Permit, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.***
- 2) For a Wholesale Branch House Permit, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.***
- 3) To Change Trade Name or Corporation Name, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.***
- 4) To modify Premise, or add Sidewalk Service Area, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.***
- 5) For Optional Premises go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).***
- 6) To Change Location, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.***
- 7) Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.***
- 8) Campus Liquor Complex Designation, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.***
- 9) To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.***

DR 8442 (02/23/23)

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

DR 8442 (02/23/23)

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1:
City County ZIP

(b) Address of Location 2:
City County ZIP

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name Bryston Palmer
New manager's name Michael Brett Bynum

(b) Date of Employment 01/2019

Has manager ever managed a liquor licensed establishment? [X] Yes [] No
Does manager have a financial interest in any other liquor licensed establishment? [] Yes [X] No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start (mo/day/year) End (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) [] Yes [] No

(d) Is the proposed change in compliance with local building and zoning laws? [] Yes [] No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? [] Yes [] No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

DR 8442 (02/23/23)

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Christopher Sorensen</i>	Print name and Title Chris Sorensen-VP/GM Keystone Resort	Date Mar-14-2024
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers

FROM: Gary Martinez, Interim Town Manager
Madeleine Sielu, Town Clerk

DATE: April 9, 2024

SUBJECT: Second Reading of Ordinance 2024-O-03
An Ordinance of the Town Council of The Town of Keystone, Colorado,
Regulating the Licensing of the Distribution and Sale of Alcoholic
Beverages

Executive Summary:

On April 9, 2024, the Town Council will be asked to consider Ordinance 2024-O-03 on second readings, to regulate the licensing of the distribution and sale of alcoholic beverages within the Town. This ordinance would establish the Keystone Town Council as the Liquor Licensing Authority and establish a Town Liquor Code for the licensing of the distribution and sale of alcoholic beverages.

Recommendation:

Staff recommends that the Town Council approve Ordinance 2024-O-03 on second reading.

Background:

At the Town Council Work Session on March 12, 2024, the Keystone Town Council expressed a desire to transition the regulation of licensing for the distribution and sale of alcoholic beverages from Summit County to the Town of Keystone by early May. Pursuant to § 31-15-501, C.R.S., municipalities have the power to license, regulate, and tax businesses within the limits of the Town. Additionally, pursuant to Title 44, Articles 3 and 4, C.R.S., the Town has authority to designate the Town Council as the local licensing authority.

The purpose of these regulations is to require a Town issued liquor license for any individual or business selling alcoholic beverages within the Town of Keystone, to establish a Town Liquor code regulating the distribution of sale and alcoholic beverages, and to govern all proceedings before the Liquor Licensing Authority of the Town, which is designated as the Town Council.

These regulations also authorize the Town Clerk to administratively review and approve applications for renewals of any previously approved liquor license under the following circumstances:

- a. The applicant has timely and properly submitted a complete license renewal application and tendered all required fees in accordance with these regulations and the provisions of Title 44 C.R.S.;
- b. The applicant's license is in good standing with the Town and the State, and no violation of law has occurred during the previous year;
- c. To the knowledge of the Town Clerk, there is no pending or proposed criminal or legal investigation or charges against the applicant or the licensed premises; and
- d. There is no other information known by the Town Clerk that would cause the Town Clerk, in the Town Clerk's reasonable belief, to believe that some violation of applicable law has occurred or that the license should not be renewed.

The Town Clerk is still authorized, at their discretion, to refer any licensing decision to the Liquor Licensing Authority (Town Council), if for any reason they believe the matter should be presented to the Authority. All new liquor licenses will be referred to the Authority for approval.

Ordinance 2024-O-03 outlines the transition process, indicating that existing Liquor Licenses issued to businesses within the Town of Keystone by the Summit County Clerk and Recorder's license will be recognized as valid licenses for the Town of Keystone until their annual renewal date. At that time, businesses distributing or selling alcoholic beverages will need to apply for a renewal license with the Town of Keystone following the requirements set out in the adopted code and via state statute.

The ordinance outlines the license requirements, process for renewals, including the application procedure, issuance of a license, and reasons for denial of a license.

Alternatives:

Town Council can choose to amend the regulations or choose not to adopt the regulations.

Financial Considerations:

Town Staff time will be needed to administer the license; however, that time may be recovered in the license fee.

Previous Council Actions:

This matter was previously discussed at a Town Council work session on March 12, 2024. Town Council approved Ordinance 2024-O-03 on first reading on March 26, 2024.

Next Steps:

If approved, the Town Clerk will work on accepting applications for liquor licensing in the Town of Keystone under these regulations.

Suggested Motions:

To APPROVE

I move to APPROVE Ordinance 2024-O-03, An Ordinance of the Town Council of the Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Alcoholic Beverages.

To DENY:

I move to DENY Ordinance 2024-O-03, An Ordinance of the Town Council of the Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Alcoholic Beverages.

Attachments:

Ordinance 2024-O-03 An Ordinance of the Town Council of The Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Alcoholic Beverages

**TOWN OF KEYSTONE
ORDINANCE NO. 2024-O-03**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
KEYSTONE, COLORADO, REGULATING THE LICENSING OF THE
DISTRIBUTION AND SALE OF ALCOHOLIC BEVERAGES**

WHEREAS, the Town of Keystone (“Town” or “Keystone”) is a home rule municipal corporation created pursuant to Article XX of the Colorado Constitution; and

WHEREAS, pursuant to § 31-15-501, C.R.S., municipalities have the power to license, regulate, and tax businesses within the limits of the Town; and

WHEREAS, pursuant to Title 44, Articles 3 and 4, C.R.S., the Town has the authority to establish a local liquor licensing authority; and

WHEREAS, Town Council desires to designate the Town Council as the local liquor licensing authority; and

WHEREAS, Town Council adopts regulations for the licensing of the distribution and sale of alcoholic beverages.

**THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,
ORDAINS:**

Section 1. The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Council.

Section 2. Town Council adopts the following regulations, Town Liquor Code, for the licensing of the distribution and sale of alcoholic beverages.

LIQUOR LICENSE REGULATIONS

A. Applicability of provisions.

In addition to any other rules or laws which may be applicable, these regulations, hereinafter referred to as “Town Liquor Code,” shall govern all proceedings before the Liquor Licensing Authority of the Town. Unless superseded by these regulations, the provisions of Sections 44-3-101 *et seq.* and 44-4-101 *et seq.*, C.R.S., shall apply to fermented malt and alcoholic beverage licenses. As used in the Town Liquor Code, the term Town license means a license or permit issued pursuant to the Town Liquor Code. The term Town license shall include temporary permits.

B. Designation of Town Council as Liquor Licensing Authority; duties of Town Clerk.

- (a) The Liquor and Fermented Malt Beverage Licensing Authority for the Town is the Town Council and shall be known as the "Liquor Licensing Authority" or "Authority."
- (b) The Town Clerk shall assist the Liquor Licensing Authority by receiving all applications, coordinating with other Town officers and departments when relevant, scheduling public hearings required and exercising his or her discretion in forwarding renewals, change of ownership, change of officers, directors and stockholders, change of trade name, modification of premises, special event permits and change of manager matters to the Liquor Licensing Authority.
- (c) With the exception of issuing new licenses the Town Clerk is hereby vested with authority to administratively review and approve applications for liquor license.
 - (1) Renewals. The Town Clerk is authorized to administratively review and approve an application for the renewal of any previously approved liquor license where, after reasonable investigation by the Town Clerk and consultation by the Town Clerk with other appropriate administrative and law enforcement personnel, all of the following circumstances are found to exist:
 - a. The applicant has timely and properly submitted a complete license renewal application and tendered all required fees in accordance with this Chapter and the provisions of Title 44 C.R.S;
 - b. The applicant's license is in good standing with the Town and the State, and no violation of law has occurred during the previous year;
 - c. To the knowledge of the Town Clerk, there is no pending or proposed criminal or legal investigation or charges against the applicant or the licensed premises; and
 - d. There is no other information known by the Town Clerk that would cause the Town Clerk, in the Town Clerk's reasonable belief, to believe that some violation of applicable law has occurred or that the license should not be renewed.
 - (2) Notwithstanding any authority delegated to the Town Clerk for the administrative approval of applications under this Section, the Town Clerk may, at the Town Clerk's discretion, refer any licensing decision authorized herein to the Authority if, in the Town Clerk's opinion, the matter should be presented to the Authority.

C. Liquor license required.

No person shall sell alcohol beverages at retail within the Town except pursuant to and in compliance with these regulations, the state liquor laws and a currently valid Town license. All previously issued Town licenses must be renewed annually upon proper application and payment of licensing and application fees.

D. Conditions of issuance.

It shall be deemed a condition of the issuance of every Town license that the licensee shall comply with the terms of these regulations, including but not limited to these regulations and the state liquor laws.

E. License display required.

Once a temporary or permanent Town license is issued, it shall be unlawful for the licensee to fail to display said license in a prominent location within the licensed premises.

F. Filing of application; fees.

- (a) All applications for liquor and fermented malt beverage licenses, including new, renewal, change of location or ownership licenses, a transfer of ownership, change of location, and license merger and conversion pursuant to Section 44-3-410(1)(b), C.R.S., modification of premises, special event, retail establishment, and festival permits shall be filed with the Town Clerk. All applications shall be made under oath, on forms provided by the Town.
- (b) The following shall be filed:
 - (1) A state license application form, which shall be filled out and completed in all material details. Incomplete application forms shall be rejected.
 - (2) A local license application form, if provided by the Town, which shall be filled out and completed in all material details. Incomplete application forms shall be rejected.
 - (3) For new license applications and change of ownership applications, if the applicant is a corporation, copies of the articles of incorporation, certificate of incorporation and corporate minutes showing current officers, directors and shareholders. In the case of a foreign corporation, the applicant shall also provide the name and address of the registered agent and proof of qualification to do business in the State. If the applicant is a limited liability company, copies of the articles of organization and operating agreement, and a list of managers and members. If the applicant is a partnership, a copy of the partnership agreement.
 - (4) For new license applications, a description of the kind of business and the nature of the proposed establishment.
 - (5) The name and address of the person managing or in charge of the establishment after the license has been issued, a copy of the management agreement, if any, and the names of other liquor or fermented malt beverage establishments managed by that person.
 - (6) For new license applications and change of location applications, Evidence showing that the proposed location will not violate any Town zoning laws.

- (7) For new license applications and change of location applications, evidence showing all financial interests in the proposed license including, but not limited to, copies of documents governing the contract for purchase, promissory notes, shares of stock, mortgages, leases, insurance binders, recorded and unrecorded security interests and assignments of any of the above.
- (8) For new license applications only, a survey of the adult residents of the Town inquiring whether they favor or do not favor approval of the application. The Town Clerk shall maintain survey forms for use by applicants. The completed survey must be submitted with the application, and no entry or signature on such survey shall be dated earlier than thirty (30) days prior to the date of the application.
- (9) An application fee payable to the Town. Town application fees shall be set out in an administrative fee schedule available in the office of the Town Clerk. The application fee shall be collected to cover the costs of the preliminary investigation made by the Town, administrative checks, publication and posting costs and other necessary and incidental expenses.
- (10) An application fee payable to the State Department of Revenue. The amount shall be as provided by the State Licensing Authority.
- (11) A license fee payable to the Town. Town license fees shall be as set out in Sections 44-3-505, C.R.S.
- (12) A license fee payable to the State Department of Revenue. The amount shall be as provided by the Sections 44-4-107 and 44-3-501, C.R.S.
- (13) For a transfer of ownership, change of location and license merger and conversion pursuant to Section 44-3-410(1)(b), C.R.S., evidence showing that at least twenty percent (20%) of the licensee's gross annual income derived from total sales during the prior twelve (12) months at the drugstore premises is from the sale of food items, as defined by the State Licensing Authority by rule.

G. Application and hearing procedure.

Upon receipt of a complete application, the Town Clerk shall notify the Liquor Licensing Authority at its next meeting of the filing of the application, set a hearing date and give notice of the hearing according to the requirements of Section 44-3-311, C.R.S. This procedure shall apply to hearings concerning applications for new licenses and applications for a change of location.

H. Preliminary investigation; findings.

- (a) The Town Clerk shall, on behalf of the Liquor Licensing Authority, investigate the following except for renewal or transfer of ownership:
 - (1) Whether any of the prohibitions contained in Section 44-3-301(12) or 44-3-313, C.R.S., apply to the applicant.

- (2) The number and type of outlets of a nature similar to the applicant's within one (1) mile in any direction of the proposed location.
- (b) The Town Clerk may request that law enforcement, on behalf of the Liquor Licensing Authority, investigate the following:
 - (1) All pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.
 - (2) Any financial interests, including notes, mortgages, leases, etc., in other licenses.
 - (3) The applicant's criminal records, if any, including all partners, principals or stockholders holding over ten percent (10%) of the outstanding and issued stock.
 - (4) Other matters as the Liquor Licensing Authority shall direct.
- (c) A written report setting out the results of the investigations performed by the Town Clerk and law enforcement shall be prepared and mailed by certified mail, return receipt requested by the Town Clerk to the applicant and, upon request, to other interested parties, as defined by Section 44-3-311(5)(a) or 44-3-312(a), C.R.S., not less than five (5) days prior to the date of the hearing upon the application. The original report may be filed as a public record in the Town Clerk's office.

I. Authority determinations.

- (a) Appeals. The Authority shall determine all appeals of administrative applications, matters for which a hearing is required pursuant to the Town Liquor Code or the state liquor laws, and all matters not authorized to be determined administratively.
- (b) Public notice. The Authority shall cause to be posted and published public notice of any hearing as required by the state liquor laws.
- (c) Investigation. At least five (5) days prior to the hearing, the Town Clerk shall send a letter to the applicant, by certified mail, enumerating the results of any and all investigations performed by the Town Clerk. The letter shall be available for public inspection at least five (5) days prior to the hearing.
- (d) Authority powers. The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which the Authority is authorized to conduct. It shall be unlawful for any person to fail to comply with any subpoena issued by the Authority in the proper conduct of its hearings. The Municipal Court shall enforce the subpoenas of the Authority.
- (e) Deliberations. The Authority may continue any hearing from time to time as may be required to gather necessary facts and evidence and to permit witnesses to testify. Before entering any decision on any matter before it, the Authority shall consider the facts and evidence adduced as a result of the investigation, evidence and testimony and, when applicable, the desires of the inhabitants of the neighborhood, the reasonable requirements of the neighborhood for the type of license for which

application has been made, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.

- (f) Decisions. The Authority shall render its decision no later than thirty (30) days following the conclusion of a public hearing.
- (g) The Town Clerk shall send a written copy of the Authority's decision and the reasons for the decision, by certified mail, to the applicant at the address shown on the application, and to any other party in interest upon written request.

J. Suspension, revocation and fines.

- (a) The Authority shall have the power upon its own motion or upon complaint, and in accordance with the state liquor laws, to:
 - (1) Summarily suspend any Town license for a period not to exceed the maximum suspension period allowed by state law.
 - (2) Upon notice to the licensee and hearing, suspend any Town license for a period not to exceed the maximum suspension period allowed by state law.
 - (4) Upon notice to the licensee and hearing, revoke the license.
 - (3) Accept payment of a fine in lieu of suspension.
- (b) Whenever the Authority or the Town Clerk receives a written complaint charging any person with a violation of the state liquor laws or the Town Liquor Code, the Authority shall cause an investigation to be made to determine the veracity of the charge. After investigating the charge and determining the probable truth of the charge, the Authority shall issue a written notice to show cause directed to such person. The notice to show cause shall be served personally or by certified mail to the licensee at the address contained in the license or to such other person at the person's residence or principal place of business. The notice shall direct the person to appear at a certain place and at a time designated, which date shall be not earlier than ten (10) days after mailing, to show cause, if any, why the Town license should not be suspended or revoked or the person found in violation of the state liquor laws or Town Liquor Code. The notice shall further contain information generally describing the alleged charge.

K. License renewals.

- (a) All applications for renewal of fermented malt beverage, malt, vinous and spirituous liquor licenses shall be on forms provided by the State Licensing Authority and the Liquor Licensing Authority and must be submitted in duplicate to the Town Clerk not less than forty-five (45) days prior to the license expiration date, together with the required license fees and renewal application fee.
- (b) Upon receiving the renewal application, the Town Clerk shall assemble the file of the applicant, which file shall contain all of the various Town departments' records regarding the applicant or the premises dating back for a period of at least one (1)

year. Unless there is evidence to the contrary, whether contained in the applicant's file or otherwise, it will be presumed that the occupied premises complies with the provisions of the statutes and applicable regulations, that the character of the applicant continues to be satisfactory and that such license, if granted, continues to meet the reasonable requirements of the neighborhood and the desires of the inhabitants. If these presumptions apply, the Town Clerk will administratively process the renewal application.

- (c) If there is evidence that the presumptions given in Subsection (b) above do not apply, the Town Clerk shall immediately notify the licensee in writing of the objections to approving the renewal application and that a public hearing will be held not less than ten (10) nor more than thirty (30) days after the date of such notice to determine if there is cause to deny the renewal application. The hearing shall be held only after notice of the hearing has been conspicuously posted on the premises for a period of ten (10) days. The hearing shall be conducted in the same manner as provided for hearings on revocation or suspension of the type of license involved.
- (d) A late renewal application may be filed with the State Licensing Authority and Liquor Licensing Authority pursuant to Section 44-3-302(2)(a) and in compliance with all requirements therein. No application for renewal will be accepted more than ninety (90) days after expiration of licensee's permanent annual license. A licensee who files a late renewal application may continue to operate until final actions have been taken on the application.
- (e) An application for a reissued license may be filed with the State Licensing Authority and Liquor Licensing Authority pursuant to Section 44-3-302(2)(d) and in compliance with all requirements therein. No application for a reissued license will be accepted more than one hundred eighty days after expiration of a licensee's permanent annual license.

L. Change of location.

- (a) Before the location of a licensee is changed, the licensee shall submit an application, on forms provided by the State Licensing Authority and the Town, to the Town Clerk for such change. An application fee, as provided in Paragraph F of these regulations, shall accompany the application.
- (b) All applications for a change in the location of a licensee shall be filed with the Town Clerk and shall be subject to requirements for a new liquor license, except that the character of the applicant shall not be considered.
- (c) The scheduling and notice of the hearing on a change of location shall be as provided in Section 44-3-311, C.R.S.

M. Change of ownership.

- (a) All applicants for the issuance of a license by reason of transfer of ownership of the business or of possession of the licensed premises pursuant to 44-3-303(1)(c) shall file, with the Town Clerk, an application on forms provided by the State Licensing Authority and by the Town. The application form shall be accompanied by application fees and license fees as provided in Paragraph F of these regulations.
- (b) The Town Clerk shall request that law enforcement conduct an investigation of the character of the applicant, including, when applicable, the principals, partners, officers, directors and shareholders holding over ten percent (10%) of the issued and outstanding stock.
- (c) Upon review of the report from law enforcement and the requirements of Section 44-3-307, C.R.S., and 1 CCR 203-2, rule 47-302, the Liquor Licensing Authority may approve the application for transfer of ownership without hearing.
- (d) If after review of the report from the law enforcement and the requirements of Section 44-3-307, C.R.S., and 1 CCR 203-2, rule 47-302, the Liquor Licensing Authority determines it is warranted, it shall hold a public hearing after notice of the hearing pursuant to Section 44-3-303(1)(c)(III), C.R.S. The Liquor Licensing Authority shall consider only the requirements of Section 44-3-307, C.R.S., and 1 CCR 203-2, rule 47-302, and the applicant shall not be required to submit information, except as it concerns those requirements.
- (e) A temporary permit may be issued to an applicant pending approval by the Liquor Licensing Authority of a change in ownership pursuant to Section 44-3-303(5), C.R.S.

N. Optional premises license.

Pursuant to Section 44-3-310, C.R.S., the Town adopts the following standards for issuance of an optional premises license and, upon meeting such standards by an applicant, authorizes the issuance of such license.

- (a) The application for an optional premises license shall include all the requirements of Paragraph F above.
- (b) The application for an optional premises license shall include a legal description of the premises on which liquor is to be served.
- (c) Number of optional premises. The Authority, in its discretion, may restrict the number of optional premises which any one (1) licensee may have. Any licensee requesting approval of more than one (1) optional premises shall:
 - (1) Explain the reason for each optional premises requested.
 - (2) Demonstrate how the optional premises relate to each other from an operational standpoint.
 - (3) Demonstrate the need for each optional premises in relationship to the outdoor sports and recreational facility and its guests.

- (4) Demonstrate that the optional premises will not adversely affect the neighborhood in which it is located.
- (d) Submittal requirements. Each initial application and annual renewal application for an optional premises shall be accompanied by:
 - (1) An application fee, plus the local and state license fees.
 - (2) A map or other drawing illustrating the outdoor sports or recreational facility boundaries and the approximate location of each optional premise requested.
 - (3) A description of the approximate area within which the optional premises shall be located.
 - (4) A description of the method which shall be used to identify the boundaries of and to control the optional premises when it is in use. For example, the applicant may describe the types of signs, fencing or other notices or barriers to be used in order to control the optional premises.
 - (5) A description of the provisions which have been made for storing alcohol beverages in a secured area, on or off the optional premises, for the future use of the optional premises.
- (e) Advance notification. No alcohol beverages may be served at optional premises without the licensee providing written notice to the State and the Authority forty-eight (48) hours in advance, stating the specific days and hours on which the optional premises are to be used.

O. Alcoholic beverage tastings.

Tastings shall be permitted pursuant to Section 44-3-301(10), C.R.S. as may be amended, and conducted subject to the enumerated limitations therein.

P. Retail establishment permit.

The Liquor Licensing Authority is authorized to issue a retail establishment permit to a person operating a retail establishment that offers complimentary alcohol beverages for consumption only on the premises pursuant to Section 44-3-424, C.R.S., and subject to the requirements and limitations set forth therein. The application for a retail establishment permit shall include all the requirements of Paragraph F of these Regulations. The Liquor Licensing Authority may reject the application for a retail establishment permit if the applicant fails to establish that the applicant is able to offer complimentary alcohol beverages without violating Section 44-3-424, C.R.S., or creating a public safety risk to the neighborhood.

Q. Festival permit.

The Liquor Licensing Authority is authorized to issue a festival permit to a person listed in Section 44-3-404(9), C.R.S., pursuant to Section 44-3-404, C.R.S., and subject

to the requirements and limitations set forth therein. The application for a festival permit shall include all the requirements of Paragraph F of these regulations. If a licensee is applying for both a festival permit and a special event liquor permit issued under Article 5 of Title 44, C.R.S., the licensee need not apply for a festival permit from the Liquor Licensing Authority.

R. Communal outdoor dining areas.

- (a) Pursuant to C.R.S, § 44-3-912, two (2) or more liquor licensees may apply to the Town for approval of a permit to attach to a Communal Outdoor Dining Area (CODA).
- (b) An application for a permit to attach to a Communal Outdoor Dining Area shall be filed with the Town using the same form and attachments filed with the State for a CODA permit. The application must be accompanied by the local application fee as set forth in the Town Fee Schedule.
- (c) An application that proposes to attach to a CODA temporarily located wholly or partially within a Town street, sidewalk or trail must be accompanied by a separate and approved Special Event Permit application (and associated application fee).
- (d) To be approved, an applicant must be within one thousand (1,000) feet of the proposed or established communal outdoor dining area. This distance shall be computed by direct measurement, using a route of direct pedestrian access, from the nearest property line of the land used for the communal outdoor dining area to the nearest portion of the building where the permanent licensed premises is located.
- (e) It is unlawful for an applicant who has obtained a permit to attach to a CODA pursuant to this Section to commence operating within the CODA without first obtaining the necessary attendant approval to modify its licensed premises to include the CODA area. All applications required in association with this Code Section may be filed and processed concurrently, while each remains subject to its own review and approval process and respective application fee.
- (f) If a violation of this Article III or of the State Liquor Code or Rules occurs within a CODA and the licensee responsible for the violation can be identified, that licensee is subject to discipline as set forth in CRS S 443-601. If the licensee responsible for the violation cannot be identified, each attached licensee is deemed jointly responsible and subject to discipline for the violation.

S. Effective date.

These regulations shall become effective as of May 9, 2024, and enforceable on and after that date. Any businesses in the Town holding a Summit County liquor and fermented malt beverage license will be transferred to the Town of Keystone without the assessment of a fee and the retailer will be required to follow these regulations.

Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 4. Codification. This ordinance may be codified and numbered for purposes of codification without the need for further approval by the Town Council.

Section 5. Effective Date. This ordinance shall take effect and be enforced thirty (30) days after final publication.

INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST READING, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS

_____ DAY OF _____, 2024.

READ, PASSED AND ADOPTED AS AN ORDINANCE ON SECOND READING, AT A
REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE,
COLORADO, THIS
_____ DAY OF _____, 2024.

Kenneth D. Riley, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Coucilmembers

FROM: Gary Martinez, Interim Town Manager
Madeleine Sielu, Town Clerk

DATE: April 09, 2024

SUBJECT: Second Reading of Ordinance 2024-O-04
An Ordinance of the Town Council of The Town of Keystone, Colorado,
Regulating the Licensing of the Distribution and Sale of Tobacco
Products

Executive Summary:

On April 9, 2024, the Town Council will be asked to consider Ordinance 2024-O-04 on second reading, to regulate the licensing of the distribution and sale of tobacco products within the Town. This ordinance would authorize the designated licensing administrator (the Town Clerk's Office) to administer licenses for the distribution and sale of tobacco products.

Recommendation:

Staff recommends that the Town Council approve Ordinance 2024-O-04 on second reading.

Background:

At the Town Council Work Session on March 12, 2024, the Keystone Town Council expressed a desire to transition the regulation of licensing for the distribution and sale of tobacco products from Summit County to the Town of Keystone by early May. To transition these services, the Town of Keystone needs to adopt their own licensing regulations for the distribution and sale of tobacco products.

The purpose of the regulations is to require a "tobacco product retailer" to be licensed. A *Tobacco product retailer* is defined in the regulations as "any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco products." Tobacco products includes cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, bidis, snus, nicotine product, mints, hand gels, and vapes. The regulations require that tobacco products cannot be sold to any person younger than the minimum legal sales age – under Colorado law, the minimum legal sale age is twenty-one years of age.

Ordinance 2024-O-04 outlines the transition process, indicating that existing Tobacco Licenses issued to businesses within the Town of Keystone by the Summit County Clerk and Recorder's license will be recognized as valid licenses for the Town of Keystone until their annual renewal date. At that time, businesses distributing or selling tobacco products will need to apply for a renewal license with the Town of Keystone.

The ordinance outlines the license requirements, process for renewals, including the application procedure, issuance of a tobacco product license, and reasons for denial of a tobacco product license. Reasons for denial of a tobacco product license include:

- (a) The information presented in the application is incomplete, inaccurate or false;
- (b) The applicant seeks authorization for a license at a location where these regulations prohibit the issuance of a license; [For example, a license may not be issued for a retailer within five hundred (500) feet of school.]
- (c) The applicant seeks a License for a location that is not appropriately zoned for the use;
- (d) The applicant seeks authorization for a license and the applicant's current license is suspended or revoked;
- (e) The applicant is not qualified to hold the requested license under the provisions of these regulations; [For example, a licensee must be at least twenty-one years of age.]
- (f) The applicant and/or retail location is not in compliance with all Town, state or federal laws;
- (g) The applicant is indebted to, or obligated in any manner to the Town for unpaid taxes, liens or other monies;
- (h) The payment of the licensing fee in the full amount chargeable for such license does not accompany such License application; or
- (i) The applicant's previous license issued under this section has been revoked in the past two (2) years.

Alternatives:

Town Council can choose to amend the regulations or choose not to adopt the regulations.

Financial Considerations:

Town Staff time will be needed to administer the license; however, that time may be

recovered in the license fee.

Previous Council Actions:

This matter was previously discussed at a Town Council work session on March 12, 2024. Town Council approved Ordinance 2024-O-04 on first reading on March 26, 2024.

Next Steps:

The Town Council will need to adopt a fee schedule through a resolution that includes the costs for tobacco licensing.

Suggested Motions:

To APPROVE

I move to APPROVE Ordinance 2024-O-04, An Ordinance of the Town Council of The Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Tobacco Products.

To DENY:

I move to DENY Ordinance 2024-O-04, An Ordinance of the Town Council of The Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Tobacco Products.

Attachments:

Ordinance 2024-O-04 An Ordinance of the Town Council of The Town of Keystone, Colorado, Regulating the Licensing of the Distribution and Sale of Tobacco Products

**TOWN OF KEYSTONE
ORDINANCE NO. 2024-O-04**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE,
COLORADO, REGULATING THE LICENSING OF THE DISTRIBUTION AND
SALE OF TOBACCO PRODUCTS**

WHEREAS, the Town of Keystone (“Town” or “Keystone”) is a home rule municipal corporation created pursuant to Article XX of the Colorado Constitution; and

WHEREAS, Smoking rates in the U.S. have declined substantially since the Surgeon General's 1964 report, from 42 percent to now about 18 percent; however, it remains one of the biggest public health problems in the United States as almost 500,000 Americans still die prematurely each year from diseases related to cigarette smoking. This makes up 85% of deaths from lung cancer. In Colorado, like most other states, it is the number one cause of preventable death, and accounts for 5, 100 deaths a year; and

WHEREAS, 90% of adult smokers started smoking before the age of 18 and each day more than 3,000 adolescents in the U.S. try their first cigarette; and

WHEREAS, youth use of e-cigarettes and similar products is associated with future cigarette use; and

WHEREAS, since 2014, after decades of effective anti-smoking campaigns and decreasing smoking rates in the U.S., there has been a surprising upturn in youth tobacco use; and

WHEREAS, over 225 U.S. localities and the states of California and Hawaii have enacted into law regulations prohibiting the sale of tobacco products to individuals under the age of 21 and research has shown such regulations are effective in decreasing high school tobacco use by up to 50%; and

WHEREAS, research has shown that teens purchase cigarettes from their peers and that 90% of the "social sources" (friends and family) of tobacco for the 12-18 year olds are 18-21 year olds. It has also been shown that youth typically do not make the effort to travel to neighboring localities if the age has increased to 21 in their city; and

WHEREAS, Colorado law, pursuant to C.R.S. § 29-30-101, provides that home rule municipalities may regulate the sale of cigarettes, tobacco products, or nicotine products to minors; and

WHEREAS, the Town Council finds that this ordinance regulating the distribution and sale of tobacco products furthers and is necessary for the promotion of public health, safety, and welfare.

**THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,
ORDAINS:**

Section 1. The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Council.

Section 2. Town Council adopts the following regulations, Town Tobacco Code, for the licensing of the distribution and sale of tobacco products.

TOBACCO LICENSE REGULATIONS

A. Purpose and applicability.

- (a) The purpose of these regulations is to establish License requirements for tobacco product retailers and to set forth the requirements for the sale of tobacco products to persons under twenty-one (21) years of age to protect the health, safety and welfare of individuals in Town, to encourage responsible tobacco product retailing and to reduce illegal sales of said products in Keystone, Colorado.
- (b) These regulations apply to tobacco product retailers, as defined herein.

B. Definitions.

The following words and phrases, as used in these regulations, shall have the following meanings:

Accessory means any product that is intended or reasonably expected to be used with or for the human consumption of a tobacco product; does not contain tobacco and is not made or derived from tobacco; and meets either of the following: (1) is not intended or reasonably expected to affect or alter the performance, composition, constituents, or characteristics of a tobacco product; or (2) is intended or reasonably expected to affect or maintain the performance, composition, constituents, or characteristics of a tobacco product but (a) solely controls moisture and/or temperature of a stored tobacco product; or (b) solely provides an external heat source to initiate but not maintain combustion of a tobacco product. Accessory includes, but is not limited to, carrying cases, lanyards and holsters.

Cigarette means any product that contains tobacco or nicotine, that is intended to be burned or heated under ordinary conditions of use, and consists of or contains:

- (1) Any roll of tobacco wrapped in paper or in any substance not containing tobacco;

- (2) Tobacco in any form that is functional In the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling, is likely to be offered to, or purchased by consumers as a cigarette; or
- (3) Roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (1) above.
- (4) The term includes all "roll-your-own," i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes.

Component or part means any software or assembly of materials intended or reasonably expected:

- (1) To alter or affect the tobacco product's performance, composition, or characteristics; or
- (2) To be used with or for the human consumption of a tobacco product or electronic smoking device. Component or part excludes anything that is an accessory, and includes, but is not limited to e-liquids, cartridges, certain batteries, heating coils, programmable software and flavorings for electronic smoking device.

Electronic smoking device means any product containing or delivering nicotine intended for human consumption that can be used by an individual to simulate smoking in the delivery of nicotine or any other substance, even if marketed as nicotine-free, through inhalation from the product. Electronic smoking device includes any refill, cartridge or component part of a product, whether or not marketed or sold separately. Electronic smoking device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco cessation product or for other medically approved or certified purposes.

Hearing Officer means the person appointed by the Town Manager.

Licensee means the owner or holder of a Tobacco Product Retailer License.

License refers to the tobacco product retailer license.

Licensing administrator means the person(s) within the Town government designated with responsibilities by the Town Manager for license issuance, renewal and collection of fees.

Minimum legal sales age means twenty-one (21) years of age or older.

Mobile vending means any sales other than at a fixed location.

Person means natural person, a joint venture, joint-stock company, partnership, association, firm, club, company, corporation, business, trust or organization, or the manager, lessee, agent, servant, officer or employee of any of them.

Self-service display means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

Tobacco product means:

- (1) Any product which contains, is made or derived from tobacco or used to deliver nicotine, synthetic nicotine or other substances intended for human consumption, whether heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, bidis, snus, nicotine product, mints, hand gels; and
- (2) An electronic smoking device;
- (3) Notwithstanding any provision of subsections (1) and (2) above to the contrary, "tobacco product" includes any component, part, accessory or associated tobacco paraphernalia of a tobacco product whether or not sold separately.
- (4) The term "tobacco product" does not include:
 - (i) Any product that contains marijuana; and
 - (ii) Any product made from or derived from tobacco and approved by the Food and Drug Administration (FDA) for use in connection with cessation of smoking.

Tobacco product retail location or *retail location* means any premises where tobacco products are sold or distributed to a consumer including, but not limited to, hookah bar, lounge or cafe, any grounds occupied by a retailer, any store, stand, outlet, vehicle, cart, location, or vending machine.

Tobacco product retailer means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco products.

Tobacco retailing shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

Tobacco product retailing means the selling, offering for sale, or exchanging for any form of consideration a tobacco product.

Tobacco paraphernalia means any item designed for or reasonably expected to be used for the consumption, use or preparation of tobacco products.

Vending machine shall mean any mechanical, electrical, or electronic self-service device which, upon insertion of money, tokens, or any other form of payment dispenses product.

C. Minimum legal sales age.

Tobacco products shall not be sold to any person younger than the minimum legal sales age.

D. License requirements and prohibitions.

(a) Tobacco product retailer license required.

(1) It shall be unlawful for any person to act as a tobacco product retailer in the Town unless he or she has obtained a license and maintains the same in full force and effect pursuant to these regulations for each location where tobacco product retailing occurs.

(2) No license shall be issued to authorize tobacco product retailing anywhere other than at a fixed location that is designated in the License application and approved by the Licensing Administrator. Tobacco product retailing by persons on foot, from vehicles or through mobile vending is prohibited.

(3) Tobacco product retailing without a valid license is a violation.

(b) Display of license. Each License shall be prominently displayed in a publicly visible location at the licensed tobacco product retail location.

(c) Display of minimum legal sales age requirements. The requirement of the minimum legal sale age for the purchase of tobacco retail product shall be prominently displayed in the entrance (or other clearly visible location) of the tobacco product retail location.

(d) Other prohibitions.

(1) A tobacco product retail location may only have one active License at one time. Every license is separate and distinct and specific to a designated location. The license cannot be assigned, delegated, sold, inherited or otherwise transferred between persons or transferred to a different location, except as provided in

these regulations. No licensee shall exercise the privileges of any other license or delegate the privileges of its own license.

- (2) A person or entity may not apply for a License for a two-year period after a License has been revoked.
- (3) No license shall be issued to any person under twenty-one (21) years of age.

E. Conditions of the tobacco product retail license.

The following conditions shall apply to the Licensee:

- (a) Minimum age for persons handling tobacco products. No person who is younger than eighteen years of age shall, while employed at a tobacco product retail location, sell, stock, retrieve, or otherwise handle tobacco products or tobacco paraphernalia.
- (b) Prohibition of self-service displays. Licensees shall stock and display all tobacco products and tobacco paraphernalia in a manner so as to make all such products inaccessible to customers without the assistance of a retail clerk, thereby requiring a direct face-to-face exchange of the tobacco product or tobacco paraphernalia from an employee of the business to the customer except in an adult-only establishment.
- (c) Requirements of positive identification. No person engaged in tobacco product retailing shall sell or transfer a tobacco product to another person who appears to be under the age of forty (40) years without first examining the government-issued identification of the recipient to confirm that the recipient is at least the minimum legal sales age.
- (d) No licenses within five hundred (500) feet of schools. No Licenses shall be issued to retailers located within five hundred (500) feet from any public or parochial school as determined by the licensing administrator. This restriction shall not apply to an existing retail location within five hundred (500) feet of a school as of the effective date of the ordinance from which these regulations derive.

F. Application procedure.

- (a) An application for a license shall be submitted and signed by an individual authorized by the person or entity making application for the license. It is the responsibility of each applicant and/or Licensee to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of said license. No applicant and/or licensee may rely on the issuance of a license as a determination by the Town that the proprietor has complied with all applicable tobacco retailing laws.

- (b) All applications shall be submitted on a form supplied by the licensing administrator.
- (c) A licensed tobacco product retailer shall inform the licensing administrator in writing of any change in the information submitted on an application for a license within thirty (30) business days of a change.
- (d) All license applications shall be accompanied by the payment in full of all fees as required.

G. Issuance of a tobacco product license.

Upon the receipt of a completed application for a License as required by these regulations, the licensing administrator shall sign and issue a license within thirty (30) days which period may be extended by the licensing administrator for good cause unless substantial evidence demonstrates that one or more of the following bases for denial exists:

- (a) The information presented in the application is incomplete, inaccurate or false;
- (b) The applicant seeks authorization for a license at a location where these regulations prohibit the issuance of a license;
- (c) The applicant seeks a License for a location that is not appropriately zoned for the use;
- (d) The applicant seeks authorization for a license and the applicant's current license is suspended or revoked;
- (e) The applicant is not qualified to hold the requested license under the provisions of these regulations;
- (f) The applicant and/or retail location is not in compliance with all Town, state or federal laws;
- (g) The applicant is indebted to, or obligated in any manner to the Town for unpaid taxes, liens or other monies;
- (h) The payment of the licensing fee in the full amount chargeable for such license does not accompany such License application; or
- (i) The applicant's previous license issued under this section has been revoked in the past two (2) years.

H. Denial of tobacco product license.

- (a) If the Licensing Administrator denies the issuance of the license, the Licensing Administrator shall notify the applicant in writing by regular mail postage prepaid on the address shown in the application. The notice shall include the grounds for denial. Notice is deemed to have been properly given upon mailing.
- (b) An applicant has the right to appeal the Licensing Administrator's denial of an application to the Hearing Officer that shall be appointed by the Town Manager. Such an appeal shall be initiated by filing a written request with the Licensing Administrator within twenty (20) days of the date of the notice of denial of the issuance of a license.
- (c) The applicant's failure to timely appeal the decision of the Licensing Administrator is a waiver of the applicant's right to contest the denial of the issuance of the license.
- (d) The appeal, including any right to further appeals, shall be conducted and controlled by the provisions of Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The standard of proof at such appeal shall be a preponderance of the evidence and the burden of proof shall be upon the applicant. The licensee's failure to timely appeal the decision is a waiver of the licensee's right to contest the suspension or revocation of the license.

I. License term, renewal and expiration.

- (a) Term. All Licenses issued under this Code shall be for the period of one (1) year from the date of issuance.
- (b) Renewal of license. A licensee shall apply for the renewal of the license and submit the renewal license fee no later than thirty (30) days prior to expiration of the existing term. The Licensing Administrator shall renew the license prior to the end of the term, provided that the renewal application and fee were timely submitted, and the Licensing Administrator is not aware of any fact that would have prevented issuance of the original license or issuance of the renewal.
- (c) Expiration of license. A license that is not timely renewed shall expire at the end of its term. The failure to timely obtain a renewal of a license requires submission of a new application. There shall be no sale of any tobacco products after the license expiration date and before the new License is issued.

J. License non-transferable.

- (a) A license shall not be transferred from one (1) person to another or from one location to another.
- (b) When a license has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or

partner to obtain a new license for the remainder of the term of that license. All rights and privileges granted under the original license shall continue in full force and effect as to such survivors for the balance of the term of the license.

K. Fee for license.

- (a) The fee to issue or to renew a License shall be pursuant to a Town Council resolution, which may be changed from time to time. The fee shall be calculated so as to recover the direct and indirect costs of administration and enforcement of these regulations, including, for example, issuing a license, administering the License program, retailer education and training, retailer inspection, community outreach and education, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by these regulations. Fees are nonrefundable except as may be required by law.
- (b) The amount of fees charged by the Town pursuant to this Section shall be reviewed and, if necessary, adjusted to reflect the direct and indirect costs incurred by the Town in connection with the adoption, administration and enforcement of these regulations.

L. Compliance monitoring.

- (a) Compliance monitoring of these regulations shall be by the Law enforcement. The Law enforcement shall have discretion to consider previous compliance check history or prior violations of a licensee in determining how frequently to conduct compliance checks of the licensee with respect to individual licensees.
- (b) The Law enforcement may inspect each tobacco product retailer two (2) times per License term.
- (c) Compliance checks shall be conducted by the Law enforcement, including the use of decoys, so as to allow the Law enforcement to determine, at a minimum, if the tobacco product retailer is conducting business in a manner that complies with laws regulating access to tobacco products. When the Law enforcement deems appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco products.
- (d) All licensed premises must be open to inspection by law enforcement or other authorized Town official during regular business hours. The Town may conduct compliance checks by engaging with persons over the age of fifteen (15) but less than twenty-one (21) years to enter a Licensed premises to attempt to purchase Tobacco Products.
- (e) Prior written consent is required for any minor who participates in a compliance check. Under-aged individuals participating in compliance checks will be supervised by law enforcement or other designated personnel and will not be guilty of illegal

possession or illegal procurement when those items are obtained as a part of the compliance check. The Town shall not enforce any law establishing a minimum age for tobacco product purchases or possession against an individual who otherwise might be in violation of such law because of the individual's age (hereinafter "underage operative") if the potential violation occurs when:

- (1) The underage operative is participating in an inspection supervised by a peace officer, code enforcement official, or the Department designated by the Town to monitor compliance with these regulations;
 - (2) The underage operative is acting as an agent of an individual, Department or group designated by the Town to monitor compliance with these regulations; or
 - (3) The underage operative is participating in an inspection funded in part, either directly or indirectly through subcontracting, by the Summit County health department, Colorado Department of Public Health and Environment or the Colorado Department of Revenue].
- (f) All licensed locations with compliance or inspection violations may be re-checked by the Police Department for compliance within forty-five (45) days of a violation.
- (g) Nothing in this paragraph shall create a right of action in any licensee or other person against the town or its agents.

M. Suspension or revocation of license.

- (a) The following shall be grounds for suspension or revocation of the licensee's license:
- (1) A violation by a licensee or licensee's officers, agents, or employees of any of the provisions of these regulations, or any laws of the United States, the State of Colorado or ordinances of the Town relating to the sale of tobacco products to persons under the minimum legal sales age, or the storage or display of cigarettes or tobacco products.
 - (2) Violations of any conditions imposed by the Licensing Administrator or Hearing Officer in connection with the issuance or renewal of a license.
 - (3) Failure to pay State or local taxes that are related to the operation of the business associated with the license.
 - (4) Loss of right to possession of the licensed premises.
 - (5) Fraud, misrepresentation, or a false statement of material fact contained in the original or renewal license application;

- (b) The Town Manager shall appoint a Hearing Officer to hear all actions relating to the suspension or revocation of licenses pursuant to these regulations. The Hearing Officer shall have the authority to suspend, revoke, or impose remedial sanctions for violations.
- (c) The Licensing Administrator shall commence suspension or revocation proceedings by petitioning the Hearings Officer to issue an order to the licensee to show cause why the licensee's license(s) should not be suspended or revoked. The Hearing Officer shall issue such an order to show cause if the petition demonstrates that probable cause exists to determine that one or more grounds exist pursuant to subsection (a) to suspend or revoke the licensee's license. The order to show cause shall set the matter for a public hearing before the Hearing Officer.
- (d) Notice of the order to show cause order and hearing date shall be mailed to licensee by regular mail, postage prepaid, at the address shown on the license no later than thirty (30) days prior to the hearing date. Notice is deemed to have been properly given upon mailing.
- (e) In determining whether a License should be suspended or revoked, and in determining whether to impose conditions in the event of a suspension, the Hearing Officer shall consider the following factors:
 - (1) The nature and circumstances of the violation;
 - (2) Corrective action, if any taken by the licensee;
 - (3) Prior violations, if any by the licensee;
 - (4) The likelihood of recurrence of the violation;
 - (5) Whether the violation was willful; and
 - (6) Previous sanctions, if any, imposed on the licensee.

N. Penalties and fines.

- (a) Licensees: penalties and fines. In addition to any other penalty authorized by law, and if the Hearing Officer determines based on a preponderance of the evidence, that the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of these regulations, or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law relating to the sale of tobacco products to minors including but not limited to C.R.S. sections 18-13-121 and 44-7-103, the Hearing Officer may consider a fine pursuant to the Town's general penalty and/or suspension or revocation of the license.
- (b) In addition to any revocation proceedings pursuant to Paragraph M, violations of these regulations may be subject to the penalties as set forth by resolution adopted by the Town Council. Each separate act in violation of these regulations, and each and every day or portion thereof during which any separate act in violation of these regulations is committed, continued, or permitted, shall be deemed a separate offense.
- (c) After the effective date of the ordinance from which these regulations derive, it shall be unlawful for any tobacco product retailer to sell a tobacco product without a license as mandated under these regulations, or with a suspended or revoked license. A retailer whose license has been suspended or revoked:
 - (1) Shall not display tobacco products in public view during the timeframe in which the license is suspended or revoked; and
 - (2) Shall not display advertisements relating to tobacco products that promote the sale or distribution of such products from the location that could lead a reasonable person to believe that such products can be obtained from that location.

O. Enforcement.

- (a) The remedies provided by these regulations are cumulative and in addition to any other remedies available at law or in equity. In addition to other remedies provided by these regulations or by other law, any violation of these regulations may be remedied by a civil action brought by the Town Attorney, including but not limited to nuisance abatement proceedings and injunctive relief.
- (b) Causing, permitting, aiding, abetting, or concealing a violation of any provision of these regulations shall cause the offender to be subject to the penalties set forth herein.

P. No rights in license.

Every license issued under these regulations confers only a limited and conditional privilege subject to the requirements, conditions, limitations and qualifications of these regulations. The license does not confer a property right of any kind. The license and privilege created by the license may be further regulated, limited or completely extinguished at the discretion of Town Council or the electorate of the Town, as provided in these regulations, without any compensation to the licensee. Nothing contained in these regulations grants to any licensee any vested right to continue operating under the provisions of these regulations as they existed at the time the license was approved or issued, and every license shall be subject to any ordinance or prohibition adopted after the license was approved or issued.

Q. Effective date.

These regulations shall become effective as of May 9, 2024, and enforceable on and after that date. Any tobacco product retailer without a license after the effective date will be in violation of these regulations. Any tobacco product retailer in the Town holding a Summit County tobacco product retailer license will be transferred to the Town of Keystone without the assessment of a fee and the tobacco product retailer will be required to follow these regulations.

Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 4. Codification. This ordinance may be codified and numbered for purposes of codification without the need for further approval by the Town Council.

Section 5. Effective Date. This ordinance shall take effect and be enforced thirty (30) days after final publication.

INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST READING, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS

_____ DAY OF _____, 2024.

READ, PASSED AND ADOPTED AS AN ORDINANCE ON SECOND READING, AT A
REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE,
COLORADO, THIS
_____ DAY OF _____, 2024.

Kenneth D. Riley, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers

THROUGH: Gary Martinez, Interim Town Manager
Madeleine Sielu, Town Clerk

FROM: Rick Kerr, IT Liaison

DATE: April 9, 2024

SUBJECT: Resolution 2024-31, A Resolution of the Town Council of the Town of Keystone, Colorado, Authorizing execution of a Master Services Agreement, Statement of Work, and Proposed Quote with All Copy Products, Inc. dba Verticomm

Executive Summary:

To support the operations of the Town of Keystone and its staff, there needs to be dedicated Information Technology (IT) support for managing and maintaining the Town's IT infrastructure. Resolution 2024-31 approves an agreement that designates Verticomm as a contracted Managed Services Provider (MSP) to manage IT responsibilities.

Recommendation:

Staff recommends that the Town Council approve Resolution 2024-31 authorizing execution of the agreement with Verticomm.

Background:

Following the passage of the Town Charter, the Technology Advisory Group (TAG) formed to research what technological functions and services were necessary for starting the Town's operations. The proposed Town staffing proposal does not include any designated IT staff members. The Technology Advisory Group determined that identifying contract IT support in the form of a Managed Services Provider (MSP) was a critical first need.

TAG worked with the Colorado Statewide Internet Portal Authority (SIPA) to identify providers for these services. SIPA is a government agency established in 2004 by Colorado Senate Bill 04-244, to serve state agencies, local governments, special districts, public K-12 schools, colleges, and universities. They provide a single access point to information, products, and services of state and local government to give members of the public an effective and efficient way to transact business.

The TAG looked at 4 providers: Istonish, Verticomm, [Summit Net Trekker](#), and SeaGrizzly. Istonish was recommended by SIPA. Verticomm was recommended and used

by Blue River. Summit Net Trekker was recommended and used by Dillon. SeaGrizzly was recommended and currently used by the Keystone Center.

The TAG put out a Request for Proposals (RFP) and a walk through of the Keystone Center occurred on December 5, 2023. Summit Net Trekker and SeaGrizzly withdrew their proposals. Istonish was impressive to the TAG, but the cost was considerably more than Verticomm. The Tech Group agreed that Verticomm was the best based on pricing, interviews and the positive recommendations shared by the Town of Blue.

Alternatives:

Town Council could deny the agreement and work with Istonish for \$2625 a month or hire a dedicated IT staff person.

Financial Considerations:

This agreement is for \$7350 in professional services for set up and a monthly recurring expense of \$1296.

Previous Council Actions:

No previous actions on this topic have been taken.

Next steps:

N/A

Suggested Motions:

I move to APPROVE Resolution 2024-31 Authorizing Execution of a Master Services Agreement, Statement of Work, and Proposed Quote with All Copy Products, Inc. dba Verticomm

I move to DENY Resolution 2024-31 Authorizing Execution of a Master Services Agreement, Statement of Work, and Proposed Quote with All Copy Products, Inc. dba Verticomm

Attachments:

- Resolution 2024-31, A Resolution of the Town Council of the Town of Keystone, Colorado, Authorizing execution of a Master Services Agreement, Statement of Work, and Proposed Quote with All Copy Products, Inc. dba Verticomm
- Proposed Quote from Verticomm, including Master Services Agreement, Statements of Work and quotes

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-31

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
AUTHORIZING EXECUTION OF A MASTER SERVICES AGREEMENT, STATEMENT
OF WORK, AND PROPOSED QUOTE WITH
ALL COPY PRODUCTS, INC. DBA VERTICOMM**

WHEREAS, the Town of Keystone (“Town”) is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, the Town has a need for support for managing and maintaining the Town’s Information Technology (IT) infrastructure; and

WHEREAS, the Town Technology Advisory Group recommends contracting with All Copy Products, Inc. dba Verticomm as a managed service provider; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to contract with All Copy Products, Inc. dba Verticomm to provided dedicated IT support for managing and maintain the Town’s IT infrastructure.

Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:

Section 1. The Town Council authorizes the execution of a Master Services Agreement, Statement of Work, and Proposed Quote with All Copy Products, Inc. dba Verticomm attached hereto as Exhibit A. The Interim Town Manager is authorized to execute the Master Services Agreement, Statement of Work, and Proposed Quote on behalf of the Town.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

ADOPTED by a vote of ___ in favor and ___ against, this _____ day of _____, 2024.

By: _____
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: _____
Town Clerk

By: _____
Town Attorney



Verticomm
A Division of ACP

We have prepared a quote for you

TCare (9) - 3-29-2024

Quote # 011383
Version 1

Prepared for:

The Town of Keystone

Rick Kerr
rick.kerr@outlook.com

Prepared by:

Verticomm

Dillon Richards
drichards@verticomm.com



Friday, March 29, 2024

The Town of Keystone
Rick Kerr
1628 Sts John Rd
Keystone, CO 80435
rick.kerr@outlook.com

Dear Rick,

Thank you for considering Verticomm as a partner for your business technology needs. At Verticomm, we are committed to continuously providing your business with the resources necessary to keep your company efficient and productive in today's competitive business climate.

Verticomm's experience with managed services, cloud services, voice solutions, and business technologies will allow us to design a customized solution for your company. Custom IT solutions greatly enhance your ability to collaborate, communicate, and run your business with greater efficiency.

Understanding and managing technology is what we do best. We save our clients the headache of solely managing their technology. In turn, they are more ROI-focused and able to better serve their customers. We look forward to putting our commitment and expertise to work for you soon.

Dillon Richards
Business Technology Consultant
Verticomm



BENEFITS OF WORKING WITH VERTICOMM

TECHNOLOGY IS WHAT WE DO BEST

Here at Verticomm, we are 100% focused on providing excellent customer service and best-in-class solutions the industry has to offer. Using unrivaled industry-specific knowledge, an impressive arsenal of top-notch tech tools, completely customized service options, and years of relevant hands-on experience, Verticomm has become a leading partner in the tech industry.



WE MAKE THINGS SIMPLE

Understanding and managing your technology is what we do best. We save our clients the headache of solely managing their technology. In turn, they are more cost-efficient, able to better serve their customers and focus on their core business. We genuinely hope you will allow us to prove our level of service and expertise to you.



HELP DESK SOLUTIONS

Whenever your business or employees experience a major IT issue, it takes a serious toll on their ability to be productive. This is especially true if the problem exceeds the technical capabilities of your business' IT department. To remedy this, Verticomm offers best-in-class IT Support through our help desk, technicians, and certified engineers.



DEADLINES ARE ESSENTIAL

It is crucial to create deadlines for your business to achieve your goals. We feel the same way when it comes to the services we offer. Deadlines force us to think about what it will take to accomplish your business goals. Time management and prioritization are essential to insuring your business receives the service and attention needed to run at optimal efficiency.



OUR STORY

... SO FAR

Since 1999, Verticomm has been providing cost-effective technology solutions to businesses all over the United States. Our products and services rise above those of our competitors in that they build and implement the best Cloud, IT, and Phone solutions to keep businesses on task, on schedule, and growing.

More so, we are not a company built on nominal value alone. Instead, we are a company of real people with diverse talents and abilities. Brad Knepper, our CEO, is dedicated to bringing experienced and talented IT experts from all backgrounds in order to accommodate the needs and goals for any business. This allows our team to customize solutions around the needs and goals of our clients.

As a result of our approach, our clients are easily able to plan, deploy, and manage their technological infrastructure. In conclusion, this means less time worrying about technological issues, and more time focusing on their goals.



OUR MAIN AREAS OF EXPERTISE

DOING WHAT WE DO BEST



We are driven by creating experiences that deliver results for your business and customers.

CLOUD SERVICES

Regardless of your experience or understanding of cloud technology, it is important to grasp the basic concept of cloud computing and how it can help your business. Verticomm is proud to offer the best in cloud-based services to take your business efficiency to the next level.

VOICE SOLUTIONS

Your phone system is a vital part of your business, not only with customers, but internally as well. Verticomm provides the best premise-based and cloud-based phone systems on the market. We have the solutions and services to customize a phone system specific to your business.

MANAGED SERVICES

We pride ourselves in offering best-in-class products and services to our customers. From our managed IT services, backup solutions and certified help desk, we have a solution for you. We are confident that after you have worked with us, your technology experience will be a positive one.

WORKFLOW SOLUTIONS

Organization is essential to eliminate redundancies and allow seamless information to flow between departments. Not only does it save you time and effort, it maintains data integrity and accuracy of your data. Streamline your workflow with our top-tier document management solutions.



A PREVIEW OF OUR SERVICES

AND WE CAN DO SO MUCH MORE!

We aim to make Verticomm the only business partner you need to manage all of your business technology solutions.



TOTAL CLOUD PLAN

We manage all of your technology with our all-inclusive private cloud-based, managed IT plan.



TOTAL CARE PLAN

Verticomm's Total Care plan is the best all-inclusive, customized, managed IT plan.



BACKUP & DISASTER RECOVERY

Your data is important. Without reliable backups and recovery solutions in place, you are at risk.



VOICE & VIDEO SOLUTIONS

We offer the best in business phone and video conference systems to keep you connected at all times.



DOCUMENT MANAGEMENT

We offer several top rated DMS solutions to locate and retrieve your digital documents.



CABLING & WIRING SERVICES

We provide wiring and cabling expertise that will meet your company's technology infrastructure.



NETWORK SOLUTIONS

A reliable, high-speed Internet connection will give your business the digital foundation it needs to grow.



HARDWARE & SOFTWARE

We provide computers, firewalls, servers, switches, and software to name a few.



SECURITY INFRASTRUCTURE

Advanced physical security systems protect your assets and keep your business functional.



WE LOVE DIGITAL OFFICE EQUIPMENT

SEE WHAT ALL COPY PRODUCTS CAN DO FOR YOU!

Having one company to partner with from our office equipment to our business technology has made our business more efficient and cost-effective.



All Copy Products celebrated their 40th anniversary in 2015. Since opening their doors in 1975, All Copy Products has strived to be a leader in the office technology industry and has grown to be a trusted leader in digital office equipment, managed print services, workflow solutions, and document management. We provide our customers the best services and solutions, along with our award-winning customer service.

QUOTE - TOTAL CARE SERVICES

Description	Recurring	Qty	Ext. Recurring
Total Care Fees			
TCare Base Fee TCare Base Fee Monthly Base Fee Total Care Base Monthly Fee	\$125.00	9	\$1,125.00


QUOTE - TOTAL CARE SERVICES

Description	Recurring	Qty	Ext. Recurring
Total Care Subtotal			\$1,125.00
Additional User Fee			
TCare User Fee TCare User Fee Monthly User Fee Total Care Managed User Fee	\$150.00	1	\$150.00

Monthly Subtotal: **\$1,125.00**

QUOTE - PROFESSIONAL SERVICES

Description	Qty
Professional Services Fees	
ITONBOARD ITONBOARD IT ONBOARDING FEE ITONBOARD IT ONBOARDING FEE	17
INSTALL-IT INSTALLATION-IT MWP MIGRATION INSTALLATION-IT	26
INSTALL-IT INSTALLATION-IT SECURITY STACK INSTALLATION-IT	4
INSTALL-IT INSTALLATION-IT DROPSUITE INSTALLATION-IT	2
Professional Services Subtotal	

Subtotal: **\$7,350.00**

QUOTE - BACKUP SOLUTIONS

Description	Recurring	Qty	Ext. Recurring
Backup Solutions			
CI- Dropsuite Business Backup DropsuiteBusines s Dropsuite Business Backup	\$4.00	9	\$36.00


QUOTE - BACKUP SOLUTIONS

Description	Recurring	Qty	Ext. Recurring
Backup Solutions Subtotal			\$36.00

Monthly Subtotal: **\$36.00**

QUOTE - BASIC SECURITY SOFTWARE

Description	Recurring	Qty	Ext. Recurring
Security Software			
CI-Fortify EP CI-Fortify EP Fortify for Endpoint Fortify for Endpoint includes SentinelOne with 24/7 SOC: Per Device Servers and PCs/Laptops	\$8.00	9	\$72.00
CI-Huntress Security Huntress Security Huntress Security Partner per Device - Servers and PCs/Laptops	\$4.00	9	\$36.00
BSN-SEC-BPP-A100 Breach Secure Now Breach Prevention Platform Breach Secure Now Breach Prevention Platform	\$3.00	9	\$27.00
Security Software Subtotal			\$135.00

Monthly Subtotal: **\$135.00**



TCare (9) - 3-29-2024

Prepared by:

Verticomm

Dillon Richards
 719.757.1371
 drichards@verticomm.com

Prepared for:

The Town of Keystone

1628 Sts John Rd
 Keystone, CO 80435
 Rick Kerr
 (719) 239-3551
 rick.kerr@outlook.com

Quote Information:

Quote #: 011383

Version: 1
 Delivery Date: 03/29/2024
 Expiration Date: 04/12/2024

Quote Summary


Description	Amount
QUOTE - PROFESSIONAL SERVICES	\$7,350.00
Total:	\$7,350.00

Monthly Expenses Summary

Description	Amount
QUOTE - TOTAL CARE SERVICES	\$1,125.00
QUOTE - BACKUP SOLUTIONS	\$36.00
QUOTE - BASIC SECURITY SOFTWARE	\$135.00
Monthly Total:	\$1,296.00

By accepting this Quote, you agree to the terms of each Statement of Work and the terms of the Master Services Agreement. If you do not agree to the terms of the Statement(s) of Work and the Master Services Agreement, then you should not accept the Quote. From this point forward this Quote, the Master Services Agreement and SOWs will be collectively referred to as "SOW." We reserve the right to cancel orders due to pricing and other errors in facts. Taxes, shipping & handling and other fees may apply.

Verticomm

Signature: 
 Name: Dillon Richards
 Title: Business Technology Consultant
 Date: 03/29/2024

The Town of Keystone

Signature: _____
 Name: Gary Martinez, Town Manager
 Date: _____



STATEMENT OF WORK: VERTICOMM MANAGED SERVICES

This Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between **Verticomm** (“us”, “our”, “we” or “**Verticomm**”), and **you** (“you”, “your” or “**Client**”), the entity that accepts the quote to which this SOW is attached (the “Quote”). The terms of the Master Services Agreement are hereby incorporated herein by this reference. Our Master Services Agreement can be viewed at <https://www.verticomm.com/verticomm-master-service-agreement>. If you do not have a copy of the Agreement, please contact us for a copy prior to executing this SOW.

This SOW is effective as of the date that you accept the Quote (“Effective Date”).

The services described in the Quote and as described below (collectively, the “Services”) will be provided to you. Services that are not specifically described in the Quote and this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing. (From this point forward, the Quote and this SOW will be collectively referred to as “SOW”).

Company Name ("Client"): The Town of Keystone
Main Contact: Rick Kerr
Phone: (719) 239-3551
Email: rick.kerr@outlook.com
Billing Address: 1628 Sts John Rd Keystone CO 80435

Commencement

Commencement of this SOW begins upon completion of a SOW for onboarding, or upon signature if no onboarding is required. The SOW will remain in effect for a total of **12 months** from the date of commencement (“Initial Term”).

Managed Services

Upon the completion of onboarding services (if any), the services listed in the Quote and described below will be provided to you on an ongoing basis during the term of this SOW. Verticomm shall maintain, monitor, and support only the equipment and software as applicable and as listed in the attached Appendix A – Equipment and Software (“Equipment”), and provide the Managed Services (“Services”) within the parameters outlined under “Service Levels” below. Any and all equipment, software, or services provided by Verticomm through purchase or lease agreement during the term of this SOW are understood to be appended to this SOW as “Equipment” and “Services” unless otherwise noted in the purchase/lease agreement.

Total Care Managed Services Description

- Document software and hardware changes
- Updates of work accomplished or in progress
- Remote monitoring and management of servers
- Apply service packs, critical patches, and hot fixes as needed
- Monitor server(s) critical event logs
- Monitor hard drive free space
- Email user/mailbox management
- Manage Active Directory
- Run system diagnostics
- Schedule off time server maintenance
- Manage file directory structure
- Maintain permissions on security groups
- Manage and support Verticomm approved devices listed on Appendix A
- Monitor backup status and restore file(s) related to user error
- Check on-site device logs including router and firewall
- Performance monitoring/capacity planning for CLIENT network as needed
- Manage facility connectivity to Internet (wired/wireless)
- Confirm anti-virus/anti-spyware definitions are up to date
- Create new directories, shares, security groups, user accounts
- Manage account policies
- New user set up
- Set up and change security for users and applications
- Line of business applications minor updates



Locations Covered by Services

Services are to be provided at locations listed in Appendix A. Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and are subject to technician availability.

Managed Equipment / Hardware / Software

The Services will be applied to the equipment hardware and software listed in Appendix A (“Covered Locations/Equipment/Software/Backup”). If Appendix A is marked as "Incomplete," Appendix A will be modified during the onboarding and presented to the CLIENT for signature and amended to the contract on the date of execution.

The Services will apply to the software listed in Appendix A (“Covered Locations/Equipment/Software/Backup”) provided, however, that all Supported Software must at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer.

In this SOW, Covered Hardware and Supported Software will be referred to as the “Environment.”

Security Awareness

Security Awareness Services: Client agrees to Security Awareness Training with Simulated Phishing Campaigns at the additional cost outlined in Quote. This will help instruct employees on identifying and avoiding emails and attachments designed to lure the employee into clicking on a malicious URL or email attachment to obtain personal information, company data, or to plant spyware or ransomware. If client chooses not to accept this service, client agrees to pay any and all service charges to remedy the environment in order to return to full production.

Client agrees to Security Awareness Training services: **Yes**

Fail-over Circuit

Secondary Circuit: Client understands that, for optimal performance and availability of this solution, a secondary data circuit is highly recommended to minimize Client outages. While a secondary service is not mandatory, Verticomm requires a sign-off as to whether or not the Client chooses to acquire a secondary circuit.

Client will/has purchase(d) a secondary data circuit: **No**

Data Backups

Managed backup of servers listed in Appendix A

- 24/7 monitoring of backup system, including offsite backup, offsite replication and an onsite backup appliance (“Backup Appliance”)
- Troubleshooting and remediation of failed backup disks
- Preventive maintenance and management of backup software
- Firmware and software updates of backup appliance
- Problem analysis
- Monitoring of backup successes and failures

*Note: Data on equipment that is not specifically listed in Appendix A will **not** be backed up.*

Storage Limitation: Client will be allocated the amount of storage space for backup and recovery purposes as listed in the Quote. Any space



required or requested by Client beyond this amount will be provided to Client as according to the Quote.

Backup Frequency: On-site backups will occur nightly; offsite backups will occur nightly.

Backup Data Security: All backed up data is encrypted in transit and at rest in 256-bit AES encryption. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with fail-over capabilities

Backup Retention: Verticomm only guarantees retrieval of the most recent recovery point sent to the backup appliance in a local recovery situation. Verticomm only guarantees retrieval of archived data sent to the off-site data center in the prior calendar day.

License Grant: All Backup Appliances are embedded with proprietary software (“Backup Software”). Verticomm hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this SOW, to use the Backup Software in conjunction with the backup-related services provided by Verticomm. Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Verticomm.

Data Recovery Services: You must contact us if data recovery services are needed. Upon your payment of the applicable fees (described below), we will make your backed up data available to you in a hosted, virtual environment. Your access to the backed up data will continue for a period of two (2) weeks; extended access time is available as described in the Fees section, below.

Term/Termination

The Services will commence, and billing will begin, on the date indicated in this SOW as Commencement Date. We reserve the right to delay the Commencement Date until all onboarding/transition services (if any) are completed, and all deficiencies / revisions identified in the onboarding process (if any) are addressed or remediated to Verticomm’ satisfaction.

After the expiration of the initial term of this SOW, this SOW will automatically renew for an additional term(s) equal to the Initial Term unless either party notifies the other of its intention to not renew this SOW no less than sixty (60) days before the end of the then-current term.

Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Server hardware must be under current OEM warranty coverage.
- All equipment with Microsoft Windows® operating systems must be running then-currently supported versions of such software and have all of the latest Microsoft service packs and critical updates installed.
- All software must be genuine, licensed and vendor-supported.
- Server file systems and email systems (if applicable) must be protected by licensed and up-to-date threat protection software.
- The Environment must have a currently licensed, vendor-supported server-based backup or approved cloud-based back-up solution that can be monitored.
- All wireless data traffic in the environment must be securely encrypted.
- If a static IP address is required for the Environment, the Client will be responsible for supplying one. This may result in an additional fee from your provider.
- Data recovery assume the integrity of the data that is being backed up. Files that are incorrect or corrupt before being backed up cannot be recovered to a non-corrupt state. Files can only be recovered to the integrity and state that are contained within the backup chain.
- All servers must be connected to working UPS devices.
- Client must provide all software installation media and key codes in the event of a failure.



- Any costs required to bring the Environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges to the Environment.
- Client must not affix or install any accessory, addition, upgrade, equipment or device on to the environment (other than electronic data) unless expressly approved in writing by us.

Exclusions. Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by Verticomm. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by Verticomm in writing:

- Customization of third party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in “Scope of Services” above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis. Response, repair, and/or remediation services (as applicable) will be provided only during our normal business hours of 7:00AM Mountain Time to 6:00PM Mountain Time, unless otherwise specifically stated in the Quote. We will respond to problems, errors or interruptions in the provision of the Services in the timeframe(s) described below.

Severity levels will be determined by Verticomm in our reasonable discretion. All remediation services will initially be attempted remotely; Verticomm will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Trouble / Severity	Managed Service Plan*
Services not available (All users and functions unavailable)	Response within one (1) hour after notification
Significant degradation of services (large number of users or business critical functions affected)	Response within four (4) hours after notification
Limited degradation of services (limited number of users or functions affected, business process can continue)	Response within twenty-four (24) hours after notification
Small service degradation (business process can continue, one user affected)	Response within forty-eight (48) hours after notification

* All time frames are calculated as of the time that Verticomm is notified of the applicable issue / problem by Client through Verticomm’s designated support portal, emailing support@verticomm.com, or by telephone at 855-411-2679. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Help desk support provided outside of our normal support hours will be billed to Client at the hourly rate of \$270/hour (2 hour minimum applies for onsite work).

Fees

The fees for the Services will be as indicated in the Quote.



Changes to Environment. Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes.

Minimum Monthly Payments. The initial Fees indicated in Quote are the minimum monthly fees (“MMF”) that will be charged to you during the term. You agree that the MMF will not drop below the amounts indicated in the Quote, regardless of the number of users or devices to which the Services are directed or applied, unless we agree to the reduction. All modifications to the amount of hardware, devices, or authorized users under the Quote (as applicable) must be in writing and accepted by both parties.

Increases. Client acknowledges and agrees that after the first year of this agreement, and not more than once each successive 12-month period thereafter, Verticomm may increase the Monthly Fees and other fees for Services Payment by an amount not exceeding 10% of the then current total monthly payment amount, as previously adjusted.

Travel Time. If onsite services are provided, we will travel up to 45 minutes from our office to your location at no charge. Time spent traveling beyond 45 minutes (e.g., locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 45 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

Appointment Cancellations. You may cancel or reschedule any appointment with us at no charge by providing us with notice of cancellation at least one business day in advance. If we do not receive timely a notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

Automated Payment. You may pay your invoices by credit card and/or by ACH, as described below. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

- **ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under this SOW. This authorization will continue until otherwise terminated in writing by you. We will apply a \$30.00 service charge to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank’s electronic draft restrictions.
- **Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you on our payment authorization form, for any payments due under this SOW.

Removal of agents/ return of appliances

Unless we expressly direct you to do so, you will not remove or disable, or attempt to remove or disable, any software agents that we installed in the Environment. Doing so without our guidance may make it difficult or impracticable to remove the software agents, which could result in network vulnerabilities and/or the continuation of license fees for the software agents for which you will be responsible, and/or the requirement that we remediate the situation at our then-current hourly rates, for which you will also be responsible. Depending on the particular software agent and the costs of removal, we may elect to keep the software agent in the Environment but in a dormant and/or unused state.

Within ten (10) days after being directed to do so, Client will remove, package and ship, at Client’s expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Verticomm that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

Additional Terms



Monitoring Services/Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Verticomm, and Client shall not modify these levels without our prior written consent.

Hardware/Software Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without notifying us in writing and receiving confirmation of our receipt of the notification. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without notifying us in advance. We will respond to you upon receipt of the notification of the modification can be supported under this SOW.

Anti-Virus/Anti-Malware/Spam Filtering

Our anti-virus / anti-malware / spam filtering solution(s) will generally protect the Environment from becoming infected with new viruses and malware (“Viruses”); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by Viruses will be recoverable. To improve security awareness, you agree that Verticomm or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in this SOW, the scope of this SOW does not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client’s confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

Our security incident response covered under this SOW will consist of (i) identify and/or confirm an incident, (ii) notify You of the incident, (iii) isolate the affected system(s) from the network, (iv) clean affected system(s) of virus/malware, (v) preserve the environment to the degree required for forensic analysis.

Environmental Factors

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in this SOW, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

Fair Usage Policy

Our Fair Usage Policy (“FUP”) applies to all services in this SOW that are described or designated as “unlimited.” An “unlimited” service



designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in this SOW, all unlimited services are provided during our normal business hours only and are subject to our technicians' availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (*e.g.*, requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Microsoft 365[®] email or Exchange online

You are solely responsible for the security, confidentiality and integrity of all email and the content of all email, received, transmitted or stored through the Microsoft 365 or Exchange Online email service that is under your control ("MS 365 Email"). You agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the MS 365 Email to upload, post, transmit or distribute) any prohibited content ("Prohibited Content"), which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Verticomm or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the MS 365 Email for the purpose of sending unsolicited commercial electronic messages in violation of any federal or state law ("SPAM").

Verticomm reserves the right, but not the obligation, to suspend Client's access to the MS 365 Email and/or all transactions occurring under Client's MS 365 Email account if Verticomm believes, in its reasonable discretion, that Client's email account is being used for Prohibited Content and/or Spam.

Patch Management

All systems specified in "Appendix A." will be configured to automatically install critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Unless specified otherwise; patches attempt to install on a scheduled basis once monthly. If a managed system misses a patch window for any reason (disconnected from the internet, powered off, etc) it will be configured to attempt to patch as soon as possible after the missed window. Patching compliance is not guaranteed for systems that are not able to patch for reasons outside of our control.

Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Procurement

Equipment and software procured by Verticomm on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Verticomm does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or restocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Verticomm is not a warranty service or repair center. Verticomm will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Verticomm will be held harmless.

Quarterly Business Review; IT Strategic Planning



Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Verticomm's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Verticomm is not endorsing any particular manufacturer or service provider.

VCIO Services

If VCIO are included in Your Quote, advice and suggestions provided by us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Verticomm will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the Verticomm on Client's corporate records or accounts. VCIO Services are not included as a part of a Total Care service offering, but can be offered along with your plan for an additional fee.

Sample Policies, Procedures.

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

Penetration Testing; Vulnerability Assessment

You understand and agree that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for, and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

No Third Party Scanning

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment ("Testing Activity"). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity is not covered under this SOW, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

Infrastructure as a Service

You will use all Verticomm-hosted equipment and hardware (collectively, "IaaS") for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Hardware available to any third party without our prior written consent. We reserve the right to throttle or suspend your access and/or use of the IaaS if we believe, in our sole but reasonable judgment, that your use of the IaaS is violates the terms of this SOW or the Agreement.

You understand that IaaS is a consumption-based service that is billed at a monthly baseline rate. Overages for the use of those services will be billed to you in arrears on your agreement invoice the month following the overage.

Domain Name Services

If you register, renew, or transfer a domain name through Verticomm, we will submit the request to the applicable domain name services provider (the "Registrar") on your behalf. Our sole responsibility is to submit the request to the Registrar, and we are not responsible for any



errors, omissions, or failures of the Registrar.

Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Verticomm, or that is in “end of life” or “end of support” status, we may designate the element or service as “unsupported,” “non-standard,” “best efforts,” “reasonable endeavor,” “one-off,” “EOL,” “end of support,” or with like term in the service description (an “Unsupported Service”). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Hosting Services

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to Verticomm or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. Verticomm shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify Verticomm immediately to request the login information be reset or unauthorized access otherwise be prevented. Verticomm will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

Licenses.

If we are required to re-install or replicate any software provided by you as part of the Services, then it is your responsibility to verify that all such software is properly licensed. We reserve the right, but not the obligation, to require proof of licensing before installing, re-installing, or replicating software into the managed environment. The cost of acquiring licenses is not included in the scope of this SOW unless otherwise expressly stated herein.



APPENDIX A - LOCATIONS/EQUIPMENT/SOFTWARE/BACKUP

Equipment, Software and Services

1. Service Locations:

Location Address
1628 Sts John Rd Keystone CO 80435

2. Covered Software:

Software & Version
Incomplete

3. Covered Equipment:

Brand/Model/Description & OS
Incomplete

4. Servers to be backed up:

Server Name	Shares
Incomplete	

5. Other:

Please reference signed addendum for Master Services Agreement.





STATEMENT OF WORK: PROFESSIONAL SERVICES

SCOPE OF SERVICES

This Statement Of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between Verticomm (“we”, “us”, “our” or “Verticomm”), and you (“you”, “your” or “Client”), the entity who accepts the proposal/quote to which this SOW is attached (the “Quote”). This SOW is effective as of date on which you accepted the Quote (“Effective Date”).

The services described in the Quote and as described in attached Scope of Work(s) (collectively, the “Services”) will be provided to you. Services that are not specifically described in the Quote and this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing. (From this point forward, the Quote and this SOW will be collectively referred to as this SOW).

This SOW has an expiration date. If not authorized by signature prior to expiration date, this SOW becomes void and will need to be reissued in order to become valid.

SITE OF PERFORMANCE

Performance of the Services will be at the following CLIENT location(s):

Site Address:	Bill To:
1628 Sts John Rd Keystone, CO 80435	1628 Sts John Rd Keystone, CO 80435

DETAILED PROJECT PLAN AND ESTIMATED TIMELINE

A Project Plan including specific dates for project completion milestones will be created by Verticomm and given to the Client after full discovery is completed.

VERTICOMM RESPONSIBILITIES

Verticomm shall have the following project management responsibilities:

- Provide a single point of contact for the duration of the project
- Audit and review the installation design
- Gather all pertinent information for the project
- Create a Project Plan
- Achieve approval for the Detailed Project Plan by both Verticomm and the CLIENT
- Coordinate equipment rollout schedule in accordance with the Detailed Project Plan
- Schedule on-site resources
- Provide and receive project status updates on an agreed time basis and as milestones are achieved



- Schedule and attend status and planning meeting before actual configuration work commences
- Deliver the services specified in the “Scope of Work” Section(s)
- Work with CLIENT in creating User Acceptance Testing (UAT) Plan
- Create/Present UAT Migrate Acceptance form for CLIENT Signoff

CLIENT RESPONSIBILITIES

CLIENT shall have the following project management responsibilities:

- Designate a person for this project communication, and who has the authority to act on all aspects of the services and responsible for testing per the project plan timeline (POC)
- Provide Verticomm with access to CLIENT’s facilities
- Provide current network schematic, network layer addresses and system name information for devices to be installed if requested
- Notify Verticomm Project Engineer of any POC or schedule change within five (5) business days of any scheduled activity
- Ensure all applications have current support agreements in place and provide Verticomm with all support phone numbers as well as relevant ID numbers to contact vendor support personnel
- CLIENT will provide credentials for all IT-related systems during the discovery process
- All hardware and software will be actively licensed and covered by a support agreement with the respective vendor or an appropriate third party
- All hardware and software is currently configured to manufacturer and/or Verticomm best practices
- Client will provide software installers and licensing/activation information for all hardware and software
- CLIENT will work with assigned Project Engineer in creating User Acceptance Testing (UAT) Plan
- CLIENT will follow UAT Plan to complete User Acceptance Testing
- CLIENT will sign off on UAT Migrate Acceptance form once UAT is complete

ASSUMPTIONS

Verticomm has created this SoW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

- CLIENT acknowledges that the success of the proposed engagement relies on collaboration (response to questions, open accurate information sharing and periodic communication with Verticomm by phone or email) and participation by CLIENT staff members. Verticomm assumes that an accepted response time will be 24 hours or one business day.
- Upon acceptance of this Scope of Work (proposal), Verticomm Project Engineer will schedule the project with the CLIENT. The proposed schedule will be based on the availability of Verticomm resources. All efforts will be made to accommodate the client’s specific scheduling needs. Verticomm does not commit any professional services resources until the client approves the project in writing.
- CLIENT has the proper infrastructure in place that meets or exceeds current standards for data and/or voice transmission.
- CLIENT has all cables properly terminated for desired workstations.
- All CLIENT computers must have Verticomm supplied antivirus and RMM agent installed.
- All CLIENT computers are owned by CLIENT, Verticomm is not responsible for personal data on CLIENT owned computers.
- CLIENT possesses sufficient Microsoft licensing for existing clients and software.
- Verticomm will not perform work on illegally licensed software.
- CLIENT owns all hardware, software and services related to CLIENT’s IT environment.
- All Work to be performed during normal business hours of 8:00 to 5:00 MST Monday through Friday.
- Any work related to obtaining or validating compliance falls outside this scope of work.



- Verticomm retains sole administrative access to all hardware and software.

DELIVERABLES

This SOW will produce the specific deliverables and/or objectives (“Deliverables”) listed in the SoW(s) attached to this Quote. Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT’s acceptance thereof.

COMPLETION

Upon completion of all work, Verticomm requires the CLIENT to sign the Notice of Completion (Appendix C - SOW), indicating the completion of the project. If a Service or Deliverable is deemed incomplete for any reason, CLIENT shall provide written notification to Verticomm. This Notice of Completion shall be completed by the CLIENT and submitted to Verticomm within five (5) business days upon Verticomm’s notification to the CLIENT that the work is complete. The work is deemed completed and accepted by the CLIENT if Verticomm does not receive this notice within such.

It may become necessary to amend this SoW for reasons including, but not limited to, the following: time.

CHANGE MANAGEMENT PROCEDURE

CLIENT changes to the Scope of Work and/or specifications for the Services or Deliverables

- CLIENT changes the POC causing a delay in project timeline
- Non-availability of resources that are beyond either party’s control such as vendors/partners
- Environmental or architectural impediments not previously identified
- Failure of Verticomm or CLIENT to act on the responsibilities of each party as stated in this SOW
- In the event either party desires to change this Statement of Work; the following procedure will apply:
- Upon request, Verticomm will submit the Change Management Request and Authorization form (“Change Request”), which is attached as Appendix B, to the other party. The Change Request will describe the nature of the change, the reason for the change, and the impact the change will have on the Scope of Work, which may include changes to the Deliverables and the schedule.
- A Change Request may be initiated either by the CLIENT or by Verticomm for any changes to the SoW. The designated Program/Project Engineer of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW or previous fully executed Change Request, the terms and conditions of the most recent fully-executed Change Request shall prevail.

SCHEDULE

Verticomm and the CLIENT will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for CLIENT to review and complete tasks (if necessary). Verticomm will use commercially reasonable efforts to timely complete the Services.



SERVICES COSTS & TERMS

For costs and terms please reference the quote and agreements.

Scope of Work Expiration

This SOW has an expiration of 30 days from the time of presentation to the CLIENT or the Expiration Date listed in the individual SoW(s). If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

ADDITIONAL SERVICES REQUIRED

Should it become apparent that factors beyond Verticomm's control require for additional services in order to complete the project described herein, a written estimate of such additional services and their charges will be provided to the CLIENT by the Project or Account Manager prior to proceeding therewith. Upon receipt of the estimate, the CLIENT shall, within ten (10) days, provide a written acceptance or rejection of the estimate. Beyond the date of rejection of the estimate (either in writing or at end of the ten (10) day period), Verticomm shall have no obligation to perform the additional services.



SCOPE OF WORK: ONBOARDING

SCOPE OF SERVICES

The following onboarding services will be performed under this SOW:

- Uninstall any monitoring tools or other software installed by previous IT consultants.
- Compile a full inventory of all protected servers, workstations, and laptops.
- Compile an inventory of all supported software to be supported to include accounting and line-of-business applications.
- Uninstall any previous virus protection.
- Install Remote Monitoring and Software/Services as specified in Quote on all applicable computers and servers (physical and virtual)
- Uninstall unsafe applications or applications that are no longer necessary.
- Review firewall configuration and other network infrastructure devices.
- Review status of battery backup protection on all devices.
- Stabilize network and assure that all devices can securely access the file server.
- Review and document current server configuration and status.
- Determine existing backup strategy and status; prepare backup options for consideration.
- Determine and document backup service coverage.
- Review password policies and update user and device passwords.
- As applicable, make recommendations for changes that should be considered to the managed environment.
- All non-disabled accounts need to be collected in a list and sent to the site POC for approval. Unapproved accounts need to be deleted/disabled.
- Confirm that 'users' are not domain admins. Any domain admin that is NOT a vtiadmin or administrator account needs to be removed or vetted.
- Full network diagram is to be completed for each location.

If deficiencies are discovered during the onboarding process, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of our monthly managed services. Please note, unless otherwise expressly stated in this SOW, onboarding-related services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all Issues will be detected during the onboarding process.

DELIVERABLES

This SOW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT's acceptance thereof.

- Remote Monitoring
- Backup Options and Coverage
- User account list for approval
- Amended Appendix A for CLIENT approval
- Technology Roadmap for review



SCOPE OF WORK EXPIRATION

This SoW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
1/8/2024	2/18/2024
Engineering Approval Date	Engineer Approval
1/8/2024	<i>Kevin Thompson</i>



SCOPE OF WORK: MWP MIGRATION

Microsoft MWP Migration

Note: This is a new entity with no previous environment, email or data

Phase 1: Discovery

CLIENT:

- CLIENT will provide the following:
 - Admin Credentials for current Email Portal
 - CSV list of Users, Groups, Shared Mailboxes, Resource mailboxes, alias, and type of 365 license to be assigned to users, passwords (if not setting up AD Connect)
 - Direct Access to DNS (No direct access to CLIENT's DNS could result in delays and additional charges)
 - Access to Primary DC to set up AD Connect (if applicable)
- CLIENT will select a point of contact for Verticomm for each phase of the migration
- CLIENT will be responsible for identifying three users to test email flow at the end of the Migration Phase
- CLIENT must disclose any Public Folders and they will be treated as a separate migration project
- CLIENT must disclose any 3rd party filtering tools. CLIENT will be responsible for configuring any on-prem device
- CLIENT will be responsible for configuring any Multifunction devices such as printers, faxes, etc
- CLIENT will be responsible for upgrading office/outlook
- CLIENT will be responsible for configuring Outlook profiles on Mac devices

Verticomm:

- Gather and test all necessary credentials from CLIENT
- Validate users and mailboxes that are part of migration
- Validate Groups, Alias', Shared Mailboxes, and Resource Mailboxes that are part of the project with CLIENT

Phase 2: Implementation

CLIENT:

- Validate any user errors that Verticomm may have discovered (Email server offline, user not found, insufficient permissions, etc)
- Develop a timeline with users and determine a cutover date that works for both CLIENT and Verticomm during business week
- Communicate Cutover time with users

Verticomm:

- Creation of CLIENT's Office 365 Tenant
- Assume responsibility for CLIENT Office 365 tenant
- Provision appropriate 365 licenses
- Add Domain/Users to 365 and Assign Licenses in 365



- Perform all user and group UPN remediation (if required)

Phase 3: Configuration/Migration

CLIENT:

- Assist Verticomm with any user issues that arise during migration
- Communicate status of migration with users (as needed)

Verticomm:

- Establish Migration project and kick off data move
- Monitor progress and give CLIENT updates on estimated completion
- Validate all users have agent that reconfigures outlook profiles (if needed)
- Schedule agent to run at scheduled cutover time (if needed)
- Cutover MX records and add other necessary DNS records (CNAME, SRV, SPF, etc)
- Run Delta passes to collect any residual mail
- Work with CLIENT to get all agents into a completed status (as needed)
- Enable MFA via Mobile App for ALL users
- Create one security group and assign the staff to that SharePoint security group
- Create a SharePoint share so the client can begin building a directory

Phase 4: Testing

CLIENT:

- Assist Verticomm with testing of mail flow
- Assist Verticomm with testing of Email data migration

Verticomm:

- Test inbound and outbound mail flow
- Validate Email data migration

Phase 5: Cutover

CLIENT:

- Perform direct end user support and communicate any errors with migration to Verticomm to help remediate
- Decommission Existing Email Server/Service (if applicable)
- Perform support for issues that are outside the scope of the migration:
 - Multifunction devices
 - Macs
 - Manually reconfiguration of outlook profiles
 - Reconfiguring mobile devices
 - Any items disclosed after sign-off
- Successful sign-off when project is complete

Verticomm:



- Verify successful inbound/outbound mail flow
- Run final Delta passes to collect any residual mail
- Dedicate time post cutover for any issues that may come up that are in scope
- Work with CLIENT to make sure everyone with agent gets into a completed status (if applicable)
- Handoff any relevant documentation developed during migration
- Obtain Successful signoff from CLIENT

DELIVERABLES

This SoW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Costs contained in this SoW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SoW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SoW as mutually agreed to by both parties. Except as explicitly set forth in this SoW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT’s acceptance thereof.

- Creation of the Client 365 MWP

SCOPE OF WORK EXPIRATION

This SoW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
1/8/2024	2/18/2024
Engineering Approval Date	Engineer Approval
1/8/2024	<i>Kevin Thompson</i>



SCOPE OF WORK: SECURITY SOFTWARE IMPLEMENTATION

SCOPE OF SERVICES

The Security Software as detailed in the quote will be implemented under this SoW.

Admin Tasks

- Client meetings as needed for communication throughout project life span
- Change Orders as needed
- Procurement and provisioning of Licensing
- Updating/creating Documentation
- Internal meetings as needed

Phase 1 - Discovery

- Document Review
- Environment Investigation
- Confirm all devices that will receive agents including specification requirements
- Determine simulated Phishing Campaign Schedule
- Determine any Policies that CLIENT would like to load into Security Awareness Portal

Phase 2 - Setup

- Create CLIENT Tenancies as required
- Prepare Scripts to rollout Agents as needed
- Prepare any appliance as needed
- Configure Security Awareness Training for CLIENT including:
 - Add or Sync Verticomm Managed Users
 - Setup Whitelist on CLIENT's Email service
 - Setup simulated Phishing Campaigns as directed by CLIENT
 - Load Policies provided by CLIENT if any

Phase 3 - Installation/Implementation?

- Install the following Security Software Agents as detailed in quote:
 - Fortify on compatible Verticomm managed systems
 - Huntress on compatible Verticomm managed systems
- Implement Security Awareness Training for Verticomm managed users

Phase 4 - Testing

- Internal Testing



- Test access to CLIENT portals as needed
- Send test Phishing Campaign
- Client Testing
 - Confirm access to CLIENT portals
 - Confirm Emails received
- Training
 - Train Client on how to access CLIENT portals

Phase 5 - Cutover

- Handoff to Help Desk
- Receive Client sign off on project

Any remediation services to address deficiencies discovered during this implementation can be added to this SoW and will incur additional costs.

DELIVERABLES

This SoW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Tasks, deliverables and responsibilities not explicitly addressed within this SoW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SoW as mutually agreed to by both parties. Except as explicitly set forth in this SoW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT’s acceptance thereof.

Security Software as detailed in Quote including the following:

- Fortify on compatible Verticomm managed systems
- Huntress on compatible Verticomm managed system
- Security Awareness Training for Verticomm managed users

SCOPE OF WORK EXPIRATION

This SoW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
1/8/2024	2/18/2024
Engineering Approval Date	Engineer Approval
1/8/2024	<i>Kevin Thompson</i>



SCOPE OF WORK: DROPSUITE BACKUP SERVICES

SCOPE OF SERVICES

The following Backup services will be performed under this SoW:

- Implement Dropsuite to backup the Microsoft 365 Tenancy for the amount of users specified in Quote

Any remediation services to address deficiencies discovered during this process can be added to this SoW and will incur additional costs.

DELIVERABLES

This SoW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Tasks, deliverables and responsibilities not explicitly addressed within this SoW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SoW as mutually agreed to by both parties. Except as explicitly set forth in this SoW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT's acceptance thereof.

Provide Backups services as detailed in quote including:

- Dropsuite for Microsoft 365

SCOPE OF WORK EXPIRATION

This SoW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature by the expiration date, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
1/8/2024	2/18/2024
Engineering Approval Date	Engineer Approval
1/8/2024	Kevin Thompson



APPENDIX B - SOW

CHANGE MANAGEMENT REQUEST AND AUTHORIZATION

In reference to the section titled “Change Management Procedures” of the above referenced Statement of Work between Verticomm, a division of ACP (“Verticomm”) and The Town of Keystone ("CLIENT"), both parties hereby certify, by the signature of an authorized representative, that this Change Management Request and Authorization will amend and be fully incorporated into the existing Statement of Work (SOW).

1. Reason for Change Request:

2. Changes to SOW:

3. Impact to Schedule:

4. Cost:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request and Authorization to be fully executed.

The Town of Keystone

Verticomm

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX C - SOW

DELIVERY AND ACCEPTANCE

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of all products (if applicable) and completion of the Scope of Work included in this agreement.

List of Delivered Equipment

Quantity	Description	Serial Number

(Authorized Signature) (Title)

(Print Name of Signer)

(Date)

Master Services Agreement

The following terms and conditions govern the relationship between All Copy Products, Inc. d/b/a Verticomm (“us,” “our,” “we”, or “Verticomm”) and you, and limits our liability for any services or products that we provide to you. Please read these terms carefully and keep a copy for your records.

SCOPE; SERVICES

- a) *Scope.* This master services agreement (this “Agreement”) governs all services that we perform for you, as well as any licenses, services, or products that we sell or re-sell to you (collectively, the “Services”).
- b) *Quotes.* The Services are not described in this Agreement; instead, from time to time you will be provided with a quote, proposal, service order, or similar electronic document (“Quote”) proposing the Services that we can provide to you. The Quote may have one or more statements of work (each a “SOW”) attached to it that further describe, summarize, and/or define the scope of the Services. **By accepting the Quote, you agree to the terms of each SOW and the terms of this Agreement. If you do not agree to the terms of the SOW and this Agreement, then you should not accept the Quote. From this point forward in this Agreement, Quotes and SOWs will be collectively referred to as “SOW.”**
- c) *Conflict.* If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Master Services Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

GENERAL REQUIREMENTS

- a) *Environment.* For the purposes of this Agreement, “Environment” means, collectively, any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the Environment or installing software in the Environment, unless we expressly authorize such activity. In situations where we are co-managing an Environment (such as situations in which we are supporting your internal IT department), we will not be responsible for changes to the Environment or issues that arises from those changes that are not authorized by us.
- b) *Requirements.* Everything in the Environment must be genuine and licensed—including all hardware, software, etc. If we ask for proof of authenticity and/or licensing, you must provide us with such proof. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of us providing the Services to you.
- c) *Updates.* Patches and updates to hardware and software (“Updates”) are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If Updates are provided to you under a SOW, we will implement and follow the manufacturers’ recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our sole discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.
- d) *Third Party Support.* If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process. If the fees or costs are anticipated in advance or exceed \$300, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise.
- e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services (“Advice”). For example, our Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or refraining from engaging in acts that disrupt the Environment or that make the Environment less secure. You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our Advice. If, in our sole discretion, your failure to follow our Advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow our Advice, or your unauthorized modification of the Environment, as well as any services required

to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not covered under any SOW.

- j) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as we deem reasonable and necessary. Exact commencement / start dates may vary or deviate from the dates stated in a SOW depending on the Service being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed.
- a) *Authorized Contact(s).* We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable SOW or if a previously identified Authorized Contact is no longer available to us, then your Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by you during the course of our relationship to provide us with direction or guidance. We will be entitled to rely upon directions and guidance from your Authorized Contact until we are affirmatively made aware of a change of status of the Authorized Contact. To initiate a change in the Authorized Contact send an email to authorizedcontacts@verticomm.com. The change will be implemented within two (2) business days after the first business day on which we receive your change notice. Do not use a ticketing system or help desk request to notify us about the change of an Authorized Contact; similarly, do not leave a recorded message for us informing us of a change to your Authorized Contact. We reserve the right to delay the Services until we can confirm the Authorized Contact’s authority within your organization.
- b) *Insurance.* If you are supplied with Verticomm Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Verticomm must be listed as an additional insured / loss payee on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to Verticomm. Upon our request, you agree to provide proof of insurance to us, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

FEES; PAYMENT

- a) *Fees.* You agree to pay the fees, costs, and expenses described in each SOW. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other acceptable proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).
- b) *Software as a Service (SaaS).* Verticomm’s SaaS vendors will periodically impose an increase in their monthly software charges during a contract period. This will result in a pass through increase directly to client.
- c) *Out of Scope Work.* Any work completed that falls outside the Scope of the SOW will be billed at the applicable hourly fee of \$150.00 per hour during normal business hours and \$225.00 per hour for work completed outside of normal hours (“after hours”). Out of scope work completed has a 2-hour minimum charge of the appropriate fee.
- d) *Schedule.* All undisputed fees will be invoiced monthly and are billed in arrears.
- e) *Nonpayment.* Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within thirty (30) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A reconnect fee of up to five percent (5%) may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

ACCESS

You hereby grant to Verticomm and its designated global third party vendors the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment as necessary to enable us or our vendors, as applicable, to provide the Services. Depending on the Service, we may be required to install one or more software agents into the Environment through which such access may be enabled. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Verticomm or its vendors to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Verticomm shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

- a) *Hardware / Software Purchased Through Verticomm.* All hardware, software, peripherals or accessories purchased through Verticomm (“Third Party Products”) are nonrefundable once the product is obtained from Verticomm’s third party provider or reseller. If you require a refund, then the third party provider’s or reseller’s return policies shall apply. We do not guarantee that purchased Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided. You will be responsible for the payment of all re-stocking or return-related fees charged by the third party provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. All Third Party Products are provided “as is” and without any warranty whatsoever as between Verticomm and you (including but not limited to implied warranties).
- b) ***Liability Limitations.*** This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of our business relationship with you. You acknowledge and agree that Verticomm would not enter into any SOW or this Agreement unless Verticomm could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Verticomm), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys’ fees awarded to a prevailing party (as described below), your indemnification obligations, and any amounts due and payable pursuant to the non-solicitation provision of this Agreement shall not be limited by the foregoing limitation. Except for the foregoing exceptions, a responsible party’s (“Responsible Party’s”) aggregate liability to the other party (“Aggrieved Party”) for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, “Claims”), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party’s actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to Verticomm for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party’s willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party’s liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party’s willful or intentional misconduct, or gross negligence.

INDEMNIFICATION

If and to the extent permitted by Colorado law, each party (an “Indemnifying Party”) agrees to indemnify, defend and hold the other party (an “Indemnified Party”) harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys’ fees, (collectively, “Damages”) that arise from, or are related to, the Indemnifying Party’s breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party’s sole cost, and (ii) the Indemnified Party’s counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party’s prior written consent, which shall not be unreasonably delayed or withheld.

TERM; TERMINATION

- a) *Term.* This Agreement begins on the earliest date on which you accept a Quote and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties. Termination must be provided in writing by certified mail or overnight courier.
- b) *Client Activity as a Basis for Termination.* In the event that you or any of your staff, personnel, contractors, or representatives

engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then in addition to Verticomm's other rights under this Agreement, Verticomm will have the right upon providing you with ten (10) days prior written notice, to terminate this Agreement or the applicable SOW For Cause or, at our sole discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

c) *Consent*. You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.

d) *Equipment / Software Removal*. Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Verticomm-owned equipment or software (collectively, "Verticomm Equipment") is located to enable us to remove all Verticomm Equipment from the premises. If you fail or refuse to grant Verticomm access as described herein, or if any of the Verticomm Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Verticomm-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.

e) *Transition; Deletion of Data*. In the event that you request Verticomm's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Verticomm providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this section.

RESPONSE; REPORTING

a) *Response*. We respond to any notification received by us of any error, outage, alarm or alert pertaining to the Environment, in accordance with priority table(s) in the applicable SOW. In no event will we be responsible for delays in our response or our provision of Services during (i) those periods of time covered under the Transition Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 7:00 AM and 6:00 PM Mountain Time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

j) Transition Exception. You acknowledge and agree that for the first forty-five (45) days following the commencement date of a SOW, as well as any period of time during which we are performing off-boarding-related services (e.g., assisting you in the transition of the Services to another provider, terminating a service, etc.), the response time commitments described in this Agreement or any applicable SOW will not apply to us, it being understood that there may be unanticipated downtime or delays related to those activities (the "Transition Exception").

CONFIDENTIALITY

a) *Defined*. For the purposes of this Agreement, Confidential Information means any and all non-public information provided by one party (a "Discloser") to the other party (a "Recipient"), including but not limited to customer-related data, customer lists, internal documents, internal communications, proprietary reports and methodologies, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or

omission of the Recipient, (ii) was developed independently by the Recipient, or (iii) is or was lawfully and independently provided to the Recipient prior to disclosure by the Discloser, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

- b) *Use*. The Recipient will keep the Confidential Information it receives fully confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by the Discloser in writing, or (ii) as needed to fulfill its obligations under this Agreement, or (iii) as required by any law, rule, or industry-related regulation.
- c) *Due Care*. The Recipient will exercise the same degree of care with respect to the Confidential Information it receives from the Discloser as it normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d) *Compelled Disclosure*. If a Recipient is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, and provided that it is not prohibited by law from doing so, the Recipient will immediately notify the Discloser in writing of such requirement so that the Recipient may seek a protective order or other appropriate remedy and/or waive the Discloser's compliance with the provisions of this Section. The Recipient will use its best efforts, as directed by the Discloser and at the Discloser's expense, to obtain or assist the Recipient in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Recipient has been advised, by written opinion from its counsel (which shall be shared with the Discloser), that the Recipient is legally compelled to disclose.
- e) *Additional NDA*. In our provision of the Services, you and we may be required to enter into one or more additional nondisclosure agreements (each an "NDA") for the protection of a third party's Confidential Information (such as, for example, a business associate agreement). In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information.

ADDITIONAL TERMS; THIRD PARTY SERVICES

- a) *EULAs*. Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission, and direct and authorize us to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. **You agree to be bound by the terms of such EULAs and will look only to the applicable third party provider for the enforcement of the terms of such EULAs.** If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.
- b) *Third Party Services*. Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, help desk services, domain registration services, and data backup/recovery services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in our sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to Verticomm or to you.
- c) *Data Loss*. Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the Environment that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
- d) *Bring Your Own Device*. You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in a SOW, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. **Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us ("Unknown Devices").** We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.

- e) *Equipment*. Unless otherwise noted in a SOW or Quote, all Verticomm Equipment is licensed to you, and is neither owned by you nor leased to you. Upon the expiration of an applicable SOW, your license to use the Verticomm Equipment shall immediately terminate, and thereafter all Verticomm Equipment must be returned to us immediately at your expense. All configurations on the Verticomm Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party. For the purposes of clarity, you understand and agree that we own any software, codes, algorithms, or other works of authorship that we create while providing the Services to you. If we provide licenses to you for third party software under a SOW, then you understand and agree that such software is licensed, and not sold, to you. You are allowed to use such third party software subject to the terms and conditions (i) of this Agreement, (ii) of the applicable SOW, and (iii) any applicable EULA; no other uses of such third party software are permitted. To the maximum extent permitted by applicable law, we make no warranty or representation, either expressed or implied with respect to third party software or its quality, performance, merchantability, or fitness for a particular purpose.

MISCELLANEOUS

- a) *Security Compliance*. Unless otherwise expressly stated in a SOW, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client’s business or operations. Depending on the Services provided, the Services may aid Client’s efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.
- b) *Disclosure*. You warrant and represent that there is no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.
- c) *Security*. You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware (“Impacted Data”) will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. **You are strongly advised to (i) educate your employees to properly identify and react to “phishing” activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a “best practice” scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**
- d) *Non-Solicitation*. Each party (a “Restricted Party”) acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party’s employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party, where applicable by state law. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars (\$100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party’s employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- e) *Collections*. If we are required to send your account to Collections or to start any Collections-related action to recover

undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.

- f) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign (i) to a third party lease administrator or servicing agency any leasing (or similar) agreement that we enter into with you, and/or (ii) our rights and obligations under this Agreement or any SOW to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.
- g) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to Verticomm regarding (a) any alleged breach of this Agreement by Verticomm, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to Verticomm either by Certified U.S. mail or Overnight Courier unless that requirement is expressly and specifically waived by Verticomm. In all cases, notices delivered to Verticomm must be sent to the Verticomm office from which the Services are primarily provided; notices sent to ancillary offices or non-primary offices will not be sufficient "notice" under this Agreement.
- h) *Amendment.* Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by Verticomm, specifically refers to this Agreement or the SOW being amended, and is accepted in writing (email or electronic signature is acceptable) by you.
- i) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- j) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- k) *Other Terms.* We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- l) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- m) *Merger.* This Agreement, together with any and all Quotes and SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement or any Quote or SOW. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. The foregoing sentence shall not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this Agreement.
- n) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences

with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

o) *Survival*. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

p) *Insurance Generally*.

(1) During the term of this Agreement, Verticomm shall obtain and shall continuously maintain, at Verticomm's expense, the following types, forms, and coverage(s) of insurance or such greater policy limits deemed by Verticomm to be sufficient to meet or exceed the Verticomm's minimum statutory and legal obligations arising under this MSA with insurers with an A- or better rating as determined by Best's Key Rating Guide. Verticomm shall continuously maintain all such insurance to cover all liability, claims, demands, and other obligations assumed by Verticomm.

- Business liability insurance with a \$1 million per-occurrence limit and a \$2 million aggregate limit.

(0) All policies of insurance shall be primary insurance, and any insurance carried by the Client, its officers, or its employees shall be excess and not contributory insurance to that provided by Verticomm; provided, however, that the Client shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Verticomm and the Services.

(1) Verticomm shall be solely responsible for any deductible losses.

(2) No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations

q) *Governing Law; Venue*. This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Colorado. You hereby irrevocably consent to the exclusive jurisdiction and venue of Denver County, Colorado, for any and all claims and causes of action arising from or related to this Agreement.

r) *No Third Party Beneficiaries*. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

s) *Usage in Trade*. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement.

t) *Business Day*. If a time period set forth in this Agreement expires on a day other than a business day in Denver County, Colorado, such period will be extended to and through the next succeeding business day in Denver County, Colorado.

u) *Notices; Writing Requirement*. Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to Verticomm regarding (a) any alleged breach of this Agreement by Verticomm, or (b) any request for indemnification, or

(c) any notice of termination of this Agreement or any SOW, must be delivered to Verticomm either by Certified U.S. mail or Overnight Courier unless such requirement is expressly and specifically waived by Verticomm. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement.

v) *Independent Contractor*. Verticomm is an independent contractor, and is not your employer, employee, partner, or affiliate.

w) *Subcontractors*. Generally, we do not utilize subcontractors to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.

x) *Data & Service Access*. Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.

y) *Counterparts*. The parties intend to sign, accept and/or deliver any Quote, this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, any SOW or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

z) Article X, Section 20/TABOR. The Parties understand and acknowledge that the Client is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Client are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Client's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Client payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Town of Nederland and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

aa) **Compliance with Digital Accessibility Standards.** The Client, as a public entity, is required to comply with Colorado HB 21-1110 (Colorado Laws for Persons with Disabilities). Compliance with HB 21-1110 means that the Client must meet digital accessibility standards established by Colorado Office of Information Technology (OIT). As such, Verticomm shall deliver or perform the Services in a manner that is compliant with the most recently adopted W3C, Web Content Accessibility Guidelines (WCAG) by the Colorado Office of Information Technology, which as of the effective date is WCAG 2.1 level AA ("WCAG Standards"). The Client may submit a written request to Verticomm asking Verticomm to provide documentation that the Services comply with the WCAG Standards. Within seven days of the delivery of a written request, Verticomm shall deliver to the Client, an accessibility conformation report, using the latest version of the Voluntary Product Accessibility Template (VPAT®) published by the Information Technology Industry Council, documenting compliance with WCAG Standards. The report should include a written description of the compatibility of the product/service with commonly used assistive technology products (e.g., JAWS, NVDA, ZoomText, MAGic, Dragon NaturallySpeaking) and a description of the process used to evaluate such compatibility. To the extent Verticomm's Services permit the Client or intended users to post Content, Verticomm shall ensure that the dissemination of Content for access, review, and/or use of Content is in a format that conforms to the WCAG Standards and does not interfere with the ability of Content providers to post such Content in a format that conforms to the WCAG Standards. Verticomm shall maintain and retain, subject to review by the Client, full documentation of the measures taken by Verticomm to confirm compliance with the WCAG Standards.

If Verticomm claims that delivered Services comply with the applicable WCAG Standards, and it is later learned that any part of Verticomm's Services are not in compliance with the WCAG Standards, the Client will inform Verticomm in writing of the noncompliance, and Verticomm, at no cost to the Client, agrees to remediate the noncompliance within the time-period. If Verticomm fails to timely make the remediation, the Client may, in addition to any other rights or remedies: (a) immediately terminate the agreement.

Verticomm

Town of Keystone

Signature: _____

Signature _____

Name: Dillon Richards

Name: Gary Martinez

Title: Business Technology Consultant

Title: Town Manager

Date: 3/29/2024

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers

THROUGH: Gary Martinez, Interim Town Manager

FROM: Jennifer Madsen, Town Attorney

DATE: April 9, 2024

SUBJECT: Resolution 2024-32, A Resolution of the Town Council of the Town of Keystone, Colorado, Approving Town Council Bylaws

Executive Summary:

The Town Council Bylaws are intended to direct and assist the Town Council in the conduct of meetings and the conduct of public business. These Bylaws and Procedures shall be interpreted consistently with the Keystone Home Rule Charter.

Recommendation:

Staff recommends that the Town Council approve Resolution 2024-32 approving the Town Council Bylaws.

Background:

The Town Council Bylaws is a meeting governance document. The Bylaws address the following topics: Legislative Body & Officers, Town Council Meetings, Meeting Procedure, and Procedure for Passage of Ordinances. Some of the material in the bylaws is governed by the Charter and some by Colorado law. There are other sections that are included as recommended best practices for the function of Town Council. Lastly, Town Council has provided consensus direction on the inclusion of requirements related to meeting attendance and excused absences.

Included with the staff report is a redline version which shows the changes from the work session discussion on March 26.

The Town Council Bylaws may be amended by a majority vote at a Town Council meeting. Any proposed amendments are to be submitted in writing to each member of Town Council at least two weeks in advance of the meeting at which such amendments are to be considered.

Alternatives:

Town Council could direct the Town Attorney to make additional edits to the bylaws and continue the approval of the resolution to a meeting date in the future.

Financial Considerations:

N/A

Previous Council Actions:

Town Council discussed the draft bylaws at a work session on March 26, 2024.

Next steps:

N/A

Suggested Motions:

I move to APPROVE Resolution 2024-32, A Resolution of the Town Council of the Town of Keystone, Colorado, Approving Town Council Bylaws

I move to DENY Resolution 2024-32, A Resolution of the Town Council of the Town of Keystone, Colorado, Approving Town Council Bylaws

Attachments:

- Resolution 2024-32, A Resolution of the Town Council of the Town of Keystone, Colorado, Approving Town Council Bylaws
- Town Council Bylaws dated April 9, 2024
- Town Council Bylaws (redline)

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-32

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING TOWN COUNCIL BYLAWS**

WHEREAS, the Town of Keystone (“Town”) is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, the Town of Keystone is authorized to adopted procedures to govern the conduct of meetings and the conduct of public business; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to adopt Town Council Bylaws.

Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:

Section 1. The Town of Keystone hereby adopts the Town Council Bylaws dated April 9, 2024, to govern the conduct of meetings and the conduct of public business.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

ADOPTED by a vote of __ in favor and __ against, this _____ day of _____, 2024.

By: _____
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: _____
Town Clerk

By: _____
Town Attorney

TOWN OF KEYSTONE, COLORADO

TOWN COUNCIL BYLAWS

DATE OF POLICY/REVISIONS:	Original Enactment: _____, 2024 Resolution No. _____
SCHEDULED REVIEW AND REVISION:	As deemed necessary or desired by the Town Council or upon recommendation of the Town Manager or Town Attorney.
ATTACHMENT(S):	None
AUTHORITY/REFERENCE(S):	Keystone Charter, Section 3.8. Titles 29 and 31, C.R.S., and the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 <i>et seq.</i>, as interpreted by the Colorado appellate courts.

TOWN COUNCIL BYLAWS

These Bylaws are intended to direct and assist the Town Council for the Town of Keystone, Colorado, in the conduct of meetings and the conduct of public business. These Bylaws and Procedures shall be interpreted consistently with the Keystone Home Rule Charter (“Charter”) and, in the event of a conflict between these Bylaws and Procedures and the Charter, the Charter shall govern and control.

References to “Councilmember,” “Councilmembers,” or “Town Council” shall include the Mayor unless the context provides otherwise.

I. Legislative Body & Officers

1.1 Town Council

The Town Council is the legislative and governing body of the Town.

1.2 Mayor – Presiding Officer

The Mayor shall be the Presiding Officer at all meetings of the Town Council. The Mayor is a member of the Town Council. The role of Presiding Officer may be assigned to another member of the Town Council in accordance with the Rules of Order.

1.3 Mayor Pro Tem

The Town Council shall elect one of its members to serve as Mayor Pro Tem in accordance with the Keystone Home Rule Charter. The process for nomination and election of the Mayor Pro Tem shall be determined by the Town Council which process may be established by Resolution.

1.4 Temporary Chair

- a. In the event of the absence, conflict of interest, or disability of both the Mayor and Mayor Pro Tem that would prevent them from attending any meeting of the Town Council, the Town Clerk shall call such meeting to order and shall call the roll. The Town Council shall then proceed to elect, by a majority vote of those present, a Councilmember to serve as the Temporary Chairperson for the meeting.
- b. The Temporary Chairperson shall serve as Presiding Officer until the arrival or the resolution of the conflict of interest of the Mayor or Mayor Pro Tem at which time the Temporary Chair shall relinquish the chair upon conclusion of the agenda item or other business then before the Town Council.

II. **Town Council Meetings.**

2.1 Regular Meetings

- a. The Town Council shall meet regularly at least once each month at a day and hour and place to be fixed by the Rules of Order of each Town Council adopted by Resolution. The intent is that the Town Council will conduct in person meetings, unless circumstances necessitate another form of meeting. The procedures for in person meetings and the circumstances necessitating another form of meeting shall be defined by the Rules of Order of the Town Council. (Charter § 3.1)
- b. For ease of administration, an approved schedule of meeting dates, times, and places for regular meetings may be administratively considered and approved for each calendar year by the Town Council. The Town Council reserves the authority to modify or adjust any previously approved meeting schedule or to change meeting days or times as may be needed for convenience or to accommodate holidays, anticipated lack of quorum, and other events or circumstances.
- c. When a regular meeting must be cancelled due to unforeseen or unanticipated circumstances, such as but not limited to emergency, adverse weather conditions, absence of quorum, or failure to post any required public notice, the Mayor, or the Mayor Pro Tem in the Mayor's absence, is authorized to instruct staff to cancel the regular meeting and the Mayor may reschedule the meeting to another date and time. The Town Clerk shall prepare a notice of the meeting cancellation and the rescheduled meeting and shall cause the notice to be delivered through reasonable and customary means, including by posting notice on public entry doors of the Keystone Center and posting on the Town's Website.

2.2 Special Meetings

- a. Special meetings of the Town Council shall be called by the Town Clerk on the oral request of two (2) or more members of Town Council with at least twenty-four (24) hours' notice to each member of the Town Council and to the public, delivered in accordance with the Rules of Order of the Town Council and the requirements of this Charter and the Colorado Open Meetings Law. (Charter § 3.2)
- b. No business shall be conducted at a special meeting of the Town Council unless the business has been stated in the notice of such meeting; except that any business which may lawfully come before a regular meeting of the Town Council may be transacted at a special meeting if all members of the Town Council present consent thereto and all the Councilmembers absent file their written consent.
- c. Executive sessions may be held during any properly convened special meeting.

2.3 Emergency Meetings

- a. Emergency meetings of the Town Council shall be called by the Town Clerk on the oral request of two (2) or more members of Town Council with less than twenty-four (24) hours' notice. An emergency meeting may be called in the event of an immediate danger or threat to the public health, welfare, peace, safety or property for the purpose of preservation or protection of the public health, welfare, peace, safety or property. Unless it is impractical, all members of the Town Council shall be notified of such meeting and such meeting may be held if a Quorum consents. Maximum practical notice, including posted notice, shall be given to the public stating the purpose, time, place and manner of any such meeting. (Charter § 3.3)
- b. Any business which may lawfully come before a regular meeting of the Town Council may be transacted at an emergency meeting.
- c. Due to the emergency nature of the meeting, no Quorum of the Town Council is required although a Quorum is strongly desired wherever practicable. Where a Quorum does not attend the emergency meeting, the action of the Town Council at the emergency meeting will need to be ratified by the Town Council at the next meeting at which a Quorum is in attendance.

2.4 Study or Work Sessions

- a. The Town Council may hold study or work sessions as deemed necessary or desirable. Study or work sessions shall be called in the same manner as a Special Meeting or called by the Town Manager in consultation with the Town Clerk.
- b. No legally binding or formal action shall be taken at any such session. The Council may provide general administrative direction to the Town Manager by simple concurrence or consensus of the members of the Town Council.
- c. A study or work session shall *customarily* be limited to the presentation of information to the Town Council and to Town Council's discussion of such information. Public comment upon matters under study or discussion shall not be typically entertained except upon concurrence of the Council members in attendance. No Quorum shall be required at any study or work session.
- d. Executive sessions shall not be conducted during a study or work session.

2.5 Quorum

Where a quorum is required by these Bylaws, a majority of the members of the Town Council in office shall constitute a quorum for the transaction of business at all Town

Council meetings. In the absence of a Quorum, a meeting may be rescheduled to a later date and time as permitted by Town Council's adopted Rules of Order.

2.6 Meetings to be Public

All meetings of the Town Council shall be open to the public except as permitted by law. At Town Council meetings, members of the public shall have a reasonable opportunity to be heard except for those meetings that are designated as study or work sessions. In compliance with the Colorado Open Meetings Law, the Town Clerk shall keep a record of the proceedings of each meeting. The intent is that, when feasible, Town Council will allow for a remote meeting option for the public's attendance and participation at open meetings. (Charter § 3.5) The Town Council may adopt a remote meeting policy to further define the public's attendance and participation through the remote meeting option.

2.7 Meeting Notice

The Town Council shall adopt a Resolution that establishes public notice and posting requirements in accordance with the Colorado Open Meetings Law including designating the Town official site for posting the agenda at least 24 hours in advance of the public meeting (except for emergency meetings as governed by Charter § 3.3) and such designation shall be deemed automatically readopted at the Town Council's first regular meeting of each calendar year unless otherwise determined by the Town Council. (Charter § 3.10)

2.8 Town Council Attendance and Absences

- a. All Town Councilmembers are expected to attend all regular, special, work and study session meetings unless excused from attendance in accordance with this section. Councilmembers are expected to attend Town Council meetings in person unless a different form of attendance is authorized or in person attendance is excused. (Charter § 3.9)
- b. Three (3) or more unexcused absences by a member of the Town Council in any one (1) calendar year shall constitute grounds for sanctions or removal.
- c. Excused Absences.
 1. The Presiding Officer shall excuse an absence of the Mayor or any Councilmember from all or any portion of a meeting where:
 - (i) The Mayor or Councilmember contacted the Mayor, Town Manager, or Town Clerk *in advance* of the meeting regarding the reason for the absence; *and*
 - (ii) The reason for the absence is due to vacations scheduled well in advance of a meeting or circumstances that were unforeseeable or unavoidable, such as but not limited to, emergency, illness, , or last-minute familial obligations. An

excuse shall not be granted where the Mayor or Councilmember's absence is due to the person's desire to attend other meetings or functions unless the person's attendance at the meeting or function was: (i) requested or directed by the Town Council; or (ii) undertaken in the Councilmember's appointed role as Town Council representative to a board, commission, or body.

- (iii) An absence may not be excused if the Councilmember has been absent for more than two (2) consecutive regular meetings due to a vacation.
- (iv) If a Councilmember is absent for both a work or study session on the same date, that absence is only counted as one and not two absences.
- (v) If advance notice is provided, an excused absence may be ratified by Town Council on the consent agenda.

2. The Presiding Officer may excuse an absence of any Councilmember from a meeting or a portion of a meeting *subsequent to* the meeting where:

- (i) The Councilmember's requested excuse was due to circumstances that were unforeseeable or unavoidable, such as but not limited to, accident, emergency, illness, or last-minute familial obligations; and
- (ii) The circumstances surrounding the excuse did not permit the Councilmember to timely contact the Mayor, Town Manager, or Town Clerk prior to the meeting as provided by paragraph (B) above.

d. The Presiding Officer's decision regarding the recognition or denial of any absence shall be subject to appeal as provided by the Rules of Order.

2.9 Town Attorney

Unless otherwise excused by the Town Council, the Town Attorney or the Town Attorney's designated representative is expected to attend all regular, special, or emergency meetings of the Town Council and attend such other meetings and sessions of the Town Council as the Town Council may request. The Town Attorney may attend meetings by a remote meeting option.

2.10 Town Clerk, Written Minutes, and Official Record

a. The Town Clerk, or the Town Clerk's designated representative, shall attend and shall keep written minutes of each regular or special meeting of the Town Council. Written meeting minutes may be a brief and concise

summary or synopsis of actions taken by the Town Council, the titles of ordinances and resolutions considered, votes taken, and other action items and general topics of discussion. Meeting minutes need not record what was said during the meeting.

- b. The minutes shall record how each Councilmember voted on each question, except that where the vote was unanimous it shall only be necessary for the minutes to so state.
- c. The official record of a Town Council meeting shall be the Town's electronic recording of the meeting, if any, and in the absence of an electronic recording or in the event of recording equipment malfunction, the official record shall be the written meeting minutes.
- d. A Councilmember shall have the privilege of having his or her statement on any subject then under consideration by the Town Council entered into the written minutes. Such request must be made before the Presiding Officer puts the question to a vote and must be accompanied by the statement, "For the Record," to alert the Town Clerk of the need to include such remarks in the written minutes. A Councilmember's lengthy statement for the record is strongly encouraged to be submitted to the Town Clerk in writing prior to the meeting. At the Town Clerk's discretion, unwritten lengthy oral statements may be summarized in the written minutes with attribution to the speaker.
- e. Minutes of a previous meeting will not be read provided each member of Town Council has been provided access to a copy of the minutes in advance of the meeting at which the minutes are to be approved. Written minutes shall be initially set for approval on a consent agenda. Any Councilmember may request that the minutes be removed from the consent agenda for full discussion and consideration of proposed amendments or revisions by the Town Council prior to any motion for approval. Every Councilmember may, at the member's option, vote to approve or reject the minutes of any meeting notwithstanding such member's absence from the meeting.
- f. At any time prior to the Town Clerk's certification of the minutes as approved by the Town Council, the Town Clerk may change the minutes to correct spelling or typographical errors, provided that such change does not alter the substance or meaning of the minutes.
- g. The Clerk of the meeting at which the minutes are approved shall sign the approved minutes.

2.11 Agenda and Order of Business

- a. A regular meeting of the Town Council will have an established order of business generally along the following guidelines which may be modified by the Presiding Officer in accordance with the Rules of Order:

1. Call to Order, Roll Call
2. Approval of Agenda
3. Recognitions, proclamations, and appointments
4. Communications to Council
5. Consent agenda (handling of routine business)
 - A. First Reading of Ordinances
 - B. Resolutions
 - C. Approval of Town Council Minutes
 - D. Excused Absences
6. Discussion Business
 - A. Consideration of Ordinances (second reading/public hearing)
 - B. Resolutions
 - C. Other
7. Planning Matters
8. Reports
9. Other Matters
10. Adjournment

2.12 Setting Agendas

The Mayor and the Town Manager have the task of setting the meeting agendas for regular and special meetings and for work sessions of the Town Council. In addition, two members of the Town Council may request that the Town Manager place an item on a meeting agenda.

2.13 Requesting Future Agenda Items

Any Councilmember, the Town Manager, or the Town Attorney may request that the Town Council formally consider any Town business or other matter of public interest at a future meeting by raising the request with the Town Council during any **regular** meeting. Upon confirmation by a consensus of the Town Council that the Town Council desires to entertain consideration or review of the proposed business or matter, the Presiding Officer shall instruct the Town staff to set the matter on the next available agenda or on the agenda of a specific meeting.

2.14 Adjournment of Regular Meetings by 9:00 p.m.

A Town Council regular meeting shall customarily adjourn at or before 9:00 p.m. Extending a regular meeting beyond 9:00 p.m. shall require approval of a motion to suspend the required adjournment requirement. A motion may propose to limit the agenda matters to be considered after 9:00 p.m. and/or set a later time for adjournment.

As an express condition of adjournment, the Town Council shall formally move to continue or postpone all agenda items that will not be considered following adjournment in accordance with the Rules of Order.

III. Meeting Procedures.

3.1 Parliamentary Rules/Rules of Order

- a. Bob's Rules of Order for Colorado Local Governments (Peak Nine Press 2023) shall be the parliamentary rules of order for meetings of the Town Council ("Rules of Order").
- b. The following additional rules shall be incorporated into the Rules of Order:
 1. A Councilmember shall not engage in the review or transmission of electronic mail or other forms of digital communications or be connected to the Internet during any quasi-judicial matter.
 2. Addressing the Town Council – Time Limitations.
 - (i) Councilmember's access to the floor when addressing the Town Council shall be limited in time as provided by the Rules of Order;
 - (ii) Guests, presenters, and speakers invited to present to the Town Council shall be limited in time as established or directed by the Presiding Officer; and
 - (iii) For all other persons wishing to address the Town Council (other than public hearings, see V. below), such persons shall be limited to three (3) minutes for any presentation unless the Presiding Officer establishes a different time limitation applicable to all such persons wishing to address the Town Council.
- c. Voting Methods.
 1. A simultaneous voice vote or show of hands shall generally be used provided that an announcement is made regarding the result of the vote, including identification of Councilmember(s) voting on the non-prevailing side.
 2. The Presiding Officer may direct a vote to be made by roll call. A roll call vote by voice shall be *required* for:
 - (i) All ordinances on final reading;
 - (ii) Any resolution appropriating or borrowing money;
 - (iii) Any resolution pertaining to new or existing taxes;
 - (iv) Any action concerning an initiative or referendum petition; and
 - (v) Conveyance of interests in real property.

3. Manner of Roll Call. When roll call voting is used, the roll call vote shall be taken in alphabetical order in a rotating manner, as follows: on the first roll call vote for the meeting, the Town Clerk will begin with the first Councilmember's name on the list; on the second vote, the Town Clerk will begin with the second Councilmember's name on the list and end with the first Councilmember name on the list, and continue to rotate the order in this manner. Such rotation will continue without interruption from meeting to meeting.

3.2 Meeting Decorum

- a. For regular and special meetings, each Councilmember shall be addressed as Mr./Ms. (last name) or Councilmember (last name); the Mayor shall be addressed as Mr./Ms. Mayor or Mayor (last name); Town staff, citizens, consultants, contractors shall be addressed as Mr./Ms. (last name). A less formal recognition of Councilmembers and others shall be acceptable for study or work sessions and executive sessions.
- b. At any regular or special meeting of the Town Council, any member of the public desiring to address the Town Council shall first secure the permission of, and be recognized by, the Presiding Officer.
- c. Each person addressing the Town Council shall be asked to provide his or her name and address for the record. All comments shall be addressed to the Presiding Officer and to the Town Council as a body and not to any particular Councilmember thereof or to other members of the audience.
- d. Actions which unreasonably disrupt a meeting shall be out of order. "Disrupt" shall mean evidently intended or designed to prevent, or reasonably preventing, the Town Council from conducting business. Disruptive actions may include, but not limited to: (i) constant or consistent shouting following the Presiding Officer's request to speak in a conversational voice; (ii) the use of horns, bells, or other sources of unwanted and unnecessary sound or noise; (iii) repeated speaking or interruption of the meeting without first obtaining the floor or without being acknowledged by the Presiding Officer; or (iv) threats of harm or violence. Refusal to heed requests to cease disruption may subject the person to removal from the meeting.
- e. The use of amplified sound or noise in any meeting shall not be permitted unless approved by the Presiding Officer as a necessary part of a presentation by a speaker. The Town's use of methods to amplify the voices of the Councilmembers shall be permitted.
- f. To prevent obstructing the view and hearing of persons attending a meeting, posters, banners, signs, or other forms to display shall be permitted in meeting rooms provided that such items or materials are placed against and along the side perimeter walls of the room in a manner not to interfere with access or the safety of attendees. No posters, banners,

signs, or other forms to display shall be located behind the Town Council dais. The Presiding Officer may designate the appropriate location(s) for posters, banners, signs, or other forms to display.

IV. Procedure for Passage of Ordinances (Charter § 6.5)

The procedure for the passage of an Ordinance, other than an Emergency Ordinance, shall be as follows:

- a. Introduction (first reading) of the Ordinance at any regular or special meeting and vote by the Town Council in accordance with the voting requirements established by the Charter to move the proposed legislation forward to the second reading. Introduction and first reading of the Ordinance may be by placement on the Town Council's consent agenda for such meeting.
- b. If the Ordinance is passed upon first reading, publicizing by title only and in accordance with the requirements, methods, and procedures for publicizing Ordinances as adopted by the Town Council by Ordinance.
- c. Consideration of the Ordinance on second reading at a meeting not earlier than six (6) days after the first reading.
- d. Public hearing on the Ordinance (See V. Below).
- e. Roll call vote of the Town Council on the Ordinance following the public hearing.
- f. Any ordinance may be amended before final passage by a roll call of the Town Council.
- g. After final passage, the Town Clerk shall publicize the Ordinance by title only with the statement that the full text is available for public inspection and acquisition in the office of the Town Clerk. Whenever possible, publicizing shall be within ten (10) days after final passage.
- h. Unless a later date is specified in the text of the Ordinance, an Ordinance other than an Emergency Ordinance shall take effect and be enforced thirty (30) days after final publication.

V. Public Hearings – Procedures.

Public hearings required by law shall be conducted in general accordance with the following procedures. Deviations from these procedures that do not substantially affect the fairness and outcome of the hearing shall be permitted with or without approval of the Town Council.

- a. Town Clerk shall read the title or subject matter of the item into the record.
- b. The Presiding Officer, in the order indicated, will:

1. Declare the public hearing open;
 2. Announce the public hearing procedures (if such procedures were not previously explained to the audience in a prior hearing during the same meeting);
 3. Establish, when determined to be necessary, reasonable time limits for the presentation to the Town Council of public comments and testimony during the hearing. Where no other time limits are established:
 - (i) Town staff or Town consultants shall not be limited except as directed by the Presiding Officer;
 - (ii) An applicant, permittee, or petitioner (or their representative) whose property or other legal rights are the subject of determination during the public hearing shall not be subject to time limitations provided that the applicant, permittee, or petitioner avoids redundant and duplicative testimony or presentation of evidence;
 - (iii) Scheduled speakers invited to present information to the Town Council shall not be subject to time limitations except as directed by the Presiding Officer; and
 - (iv) All other persons shall be limited to three (3) minutes;
 4. Ask for an introductory presentation by the Town Administration, if appropriate;
 5. Ask for the applicant's, permittee's, or petitioner's presentation, if appropriate;
 6. Provide opportunity for public presentation by those who are in favor of the matter, opposed to the matter, or who may have general questions regarding the pending matter.
 7. Any person speaking or presenting any information at the hearing may be questioned by the Town Council and, with the consent of the Presiding Officer, by the Town Administration.
 8. The Presiding Officer will ask, at times during the hearing determined by the Presiding Officer, if any member of Town Council has any questions of, or desires any additional information from, anyone who has spoken or has presented information during the hearing. If such is the case, a member of Town Council may direct the question and/or request through the Presiding Officer to such individual and the response will be limited to the answer of the question, as stated.
- c. Cross-examination of persons providing testimony or evidence shall not be permitted.

- d. The Presiding Officer may, on his/her own initiative or at the request of a Councilmember or the applicant, permittee, or petitioner, afford the applicant, permittee, or petitioner an opportunity to rebut or address statements or testimony presented by the general public or Town Administration. Rebuttal shall be limited only to subjects and matters raised during the hearing and is not intended to provide an opportunity for the applicant, permittee, or petitioner to present new evidence or information not offered during the main presentation. The Presiding Officer may, in the Officer's discretion, provide an opportunity for the general public to address issues, information, or matters newly raised during a rebuttal.
- e. Following questions from Town Council, the Presiding Officer will declare the public hearing closed and the matter will be remanded to the Town Council for consideration.
- f. Upon the closure of the public hearing, the Town Council will seek to avoid additional questioning of any hearing participant except as may be found necessary by the Presiding Officer to quickly clarify a factual question or resolve a factual matter of dispute between members of the Town Council. No additional unsolicited testimony shall be entertained or accepted by the Town Council. The public hearing may only be reopened for good cause shown by a majority vote of the quorum present and only for the sole purpose of receiving specifically identified and focused testimony. In the event a public hearing is reopened, all persons in attendance shall be provided an opportunity to provide testimony regarding the specifically identified matter for which the hearing was reopened.
- g. The Town Council may, with leave of the Presiding Officer, request legal advice or direction from the Town Attorney at any time.

VI. Amendments.

These Bylaws may be amended by a majority vote of Councilmembers present at a Town Council meeting at which a quorum exists. Any proposed amendments shall be submitted in writing to each member of Town Council at least two (2) weeks in advance of the Town Council meeting at which such amendments are to be considered.

ADOPTED BY THE TOWN COUNCIL THIS ____ DAY OF _____, 2024.

TOWN OF KEYSTONE, COLORADO

TOWN COUNCIL BYLAWS

DATE OF POLICY/REVISIONS:	Original Enactment: _____, 2024 Resolution No. _____
SCHEDULED REVIEW AND REVISION:	As deemed necessary or desired by the Town Council or upon recommendation of the Town Manager or Town Attorney.
ATTACHMENT(S):	None
AUTHORITY/REFERENCE(S):	Keystone Charter, Section 3.8. Titles 29 and 31, C.R.S., and the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 <i>et seq.</i> , as interpreted by the Colorado appellate courts.

Formatted: Not Highlight

TOWN COUNCIL BYLAWS

These Bylaws are intended to direct and assist the Town Council for the Town of Keystone, Colorado, in the conduct of meetings and the conduct of public business. These Bylaws and Procedures shall be interpreted consistently with the Keystone Home Rule Charter (“Charter”) and, in the event of a conflict between these Bylaws and Procedures and the Charter, the Charter shall govern and control.

References to “Councilmember,” “Councilmembers,” or “Town Council” shall include the Mayor unless the context provides otherwise.

I. Legislative Body & Officers

1.1 Town Council

The Town Council is the legislative and governing body of the Town.

1.2 Mayor – Presiding Officer

The Mayor shall be the Presiding Officer at all meetings of the Town Council. The Mayor is a member of the Town Council. The role of Presiding Officer may be assigned to another member of the Town Council in accordance with the Rules of Order.

1.3 Mayor Pro Tem

The Town Council shall elect one of its members to serve as Mayor Pro Tem in accordance with the Keystone Home Rule Charter. The process for nomination and election of the Mayor Pro Tem shall be determined by the Town Council which process may be established by Resolution.

1.4 Temporary Chair

- a. In the event of the absence, conflict of interest, or disability of both the Mayor and Mayor Pro Tem that would prevent them from attending any meeting of the Town Council, the Town Clerk shall call such meeting to order and shall call the roll. The Town Council shall then proceed to elect, by a majority vote of those present, a Councilmember to serve as the Temporary Chairperson for the meeting.
- b. The Temporary Chairperson shall serve as Presiding Officer until the arrival or the resolution of the conflict of interest of the Mayor or Mayor Pro Tem at which time the Temporary Chair shall relinquish the chair upon conclusion of the agenda item or other business then before the Town Council.

Formatted: Not Highlight

Formatted: Not Highlight

Town Council Meetings.

2.1 Regular Meetings

- a. The Town Council shall meet regularly at least once each month at a day and hour and place to be fixed by the Rules of Order of each Town Council adopted by Resolution. The intent is that the Town Council will conduct in person meetings, unless circumstances necessitate another form of meeting. The procedures for in person meetings and the circumstances necessitating another form of meeting shall be defined by the Rules of Order of the Town Council. (Charter § 3.1)
- b. For ease of administration, an approved schedule of meeting dates, times, and places for regular meetings may be administratively considered and approved for each calendar year by the Town Council. The Town Council reserves the authority to modify or adjust any previously approved meeting schedule or to change meeting days or times as may be needed for convenience or to accommodate holidays, anticipated lack of quorum, and other events or circumstances.
- c. When a regular meeting must be cancelled due to unforeseen or unanticipated circumstances, such as but not limited to emergency, adverse weather conditions, absence of quorum, or failure to post any required public notice, the Mayor, or the Mayor Pro Tem in the Mayor's absence, is authorized to instruct staff to cancel the regular meeting and the Mayor may reschedule the meeting to another date and time. The Town Clerk shall prepare a notice of the meeting cancellation and the rescheduled meeting and shall cause the notice to be delivered through reasonable and customary means, including by posting notice on public entry doors of the Keystone Center and posting on the Town's Website.

2.2 Special Meetings

- a. Special meetings of the Town Council shall be called by the Town Clerk on the oral request of two (2) or more members of Town Council with at least twenty-four (24) hours' notice to each member of the Town Council and to the public, delivered in accordance with the Rules of Order of the Town Council and the requirements of this Charter and the Colorado Open Meetings Law. (Charter § 3.2)
- b. No business shall be conducted at a special meeting of the Town Council unless the business has been stated in the notice of such meeting; except that any business which may lawfully come before a regular meeting of the Town Council may be transacted at a special meeting if all members of the Town Council present consent thereto and all the Councilmembers absent file their written consent.

- c. Executive sessions may be held during any properly convened special meeting.

2.3 Emergency Meetings

- a. Emergency meetings of the Town Council shall be called by the Town Clerk on the oral request of two (2) or more members of Town Council with less than twenty-four (24) hours' notice. An emergency meeting may be called in the event of an immediate danger or threat to the public health, welfare, peace, safety or property for the purpose of preservation or protection of the public health, welfare, peace, safety or property. Unless it is impractical, all members of the Town Council shall be notified of such meeting and such meeting may be held if a Quorum consents. Maximum practical notice, including posted notice, shall be given to the public stating the purpose, time, place and manner of any such meeting. (Charter § 3.3)
- b. Any business which may lawfully come before a regular meeting of the Town Council may be transacted at an emergency meeting.
- c. Due to the emergency nature of the meeting, no Quorum of the Town Council is required although a Quorum is strongly desired wherever practicable. Where a Quorum does not attend the emergency meeting, the action of the Town Council at the emergency meeting will need to be ratified by the Town Council at the next meeting at which a Quorum is in attendance.

Formatted: Not Highlight

2.4 Study or Work Sessions

- a. The Town Council may hold study or work sessions as deemed necessary or desirable. Study or work sessions shall be called in the same manner as a Special Meeting or called by the Town Manager in consultation with the Town Clerk.
- b. No legally binding or formal action shall be taken at any such session. The Council may provide general administrative direction to the Town Manager by simple concurrence or consensus of the members of the Town Council.
- c. A study or work session shall *customarily* be limited to the presentation of information to the Town Council and to Town Council's discussion of such information. Public comment upon matters under study or discussion shall not be typically entertained except upon concurrence of the Council members in attendance. No Quorum shall be required at any study or work session.
- d. Executive sessions shall not be conducted during a study or work session.

2.5 Quorum

Where a quorum is required by these Bylaws, a majority of the members of the Town Council in office shall constitute a quorum for the transaction of business at all Town Council meetings. In the absence of a Quorum, a meeting may be rescheduled to a later date and time as permitted by Town Council's adopted Rules of Order.

2.6 Meetings to be Public

All meetings of the Town Council shall be open to the public except as permitted by law. At Town Council meetings, members of the public shall have a reasonable opportunity to be heard except for those meetings that are designated as study or work sessions. In compliance with the Colorado Open Meetings Law, the Town Clerk shall keep a record of the proceedings of each meeting. The intent is that, when feasible, Town Council will allow for a remote meeting option for the public's attendance and participation at open meetings. (Charter § 3.5) The Town Council may adopt a remote meeting policy to further define the public's attendance and participation through the remote meeting option.

2.7 Meeting Notice

The Town Council shall adopt a Resolution that establishes public notice and posting requirements in accordance with the Colorado Open Meetings Law including designating the Town official site for posting the agenda at least 24 hours in advance of the public meeting (except for emergency meetings as governed by Charter § 3.3) and such designation shall be deemed automatically readopted at the Town Council's first regular meeting of each calendar year unless otherwise determined by the Town Council. (Charter § 3.10)

2.8 Town Council Attendance and Absences

- a. All Town Councilmembers are expected to attend all regular, special, work and study session meetings unless excused from attendance in accordance with this section. Councilmembers are expected to attend Town Council meetings in person unless a different form of attendance is authorized or in person attendance is excused. (Charter § 3.9)
- b. Three (3) or more unexcused absences by a member of the Town Council in any one (1) calendar year shall constitute grounds for sanctions or removal.
- c. Excused Absences.

The Presiding Officer shall excuse an absence of the Mayor or any Councilmember from all or any portion of a meeting where:

- (i) The Mayor or Councilmember contacted the Mayor, Town Manager, or Town Clerk *in advance* of the meeting regarding the reason for the absence; *and*
- (ii) The reason for the absence is due to vacations scheduled well in advance of a meeting or circumstances that were

unforeseeable or unavoidable, such as but not limited to, emergency, illness, ~~vacations scheduled well in advance of a meeting~~, or last-minute familial obligations. An excuse shall not be granted where the Mayor or Councilmember's absence is due to the person's desire to attend other meetings or functions unless the person's attendance at the meeting or function was: (i) requested or directed by the Town Council; or (ii) undertaken in the Councilmember's appointed role as Town Council representative to a board, commission, or body.

(iii) An absence may not be excused if the Councilmember has been absent for more than two (2) consecutive regular meetings due to a vacation.

(iv) If a Councilmember is absent for both a work or study session on the same date, that absence is only counted as one and not two absences.

(v) If advance notice is provided, an excused absence may be ratified by Town Council on the consent agenda.

The Presiding Officer may excuse an absence of any Councilmember from a meeting or a portion of a meeting *subsequent to* the meeting where:

- (i) The Councilmember's requested excuse was due to circumstances that were unforeseeable or unavoidable, such as but not limited to, accident, emergency, illness, or last-minute familial obligations; and
- (ii) The circumstances surrounding the excuse did not permit the Councilmember to timely contact the Mayor, Town Manager, or Town Clerk prior to the meeting as provided by paragraph (B) above.

- d. The Presiding Officer's decision regarding the recognition or denial of any absence shall be subject to appeal as provided by the Rules of Order.

2.9 Town Attorney

Unless otherwise excused by the Town Council, the Town Attorney or the Town Attorney's designated representative shallis expected to attend all regular, special, or emergency meetings of the Town Council and ~~shall~~ attend such other meetings and sessions of the Town Council as the Town Council may request. The Town Attorney may attend meetings by a remote meeting option.

2.10 Town Clerk, Written Minutes, and Official Record

- a. The Town Clerk, or the Town Clerk's designated representative, shall attend and shall keep written minutes of each regular or special meeting of the Town Council. Written meeting minutes may be a brief and concise summary or synopsis of actions taken by the Town Council, the titles of ordinances and resolutions considered, votes taken, and other action items and general topics of discussion. Meeting minutes need not record what was said during the meeting.
- b. The minutes shall record how each Councilmember voted on each question, except that where the vote was unanimous it shall only be necessary for the minutes to so state.
- c. The official record of a Town Council meeting shall be the Town's electronic recording of the meeting, if any, and in the absence of an electronic recording or in the event of recording equipment malfunction, the official record shall be the written meeting minutes.
- d. A Councilmember shall have the privilege of having his or her statement on any subject then under consideration by the Town Council entered into the written minutes. Such request must be made before the Presiding Officer puts the question to a vote and must be accompanied by the statement, "For the Record," to alert the Town Clerk of the need to include such remarks in the written minutes. A Councilmember's lengthy statement for the record is strongly encouraged to be submitted to the Town Clerk in writing prior to the meeting. At the Town Clerk's discretion, unwritten lengthy oral statements may be summarized in the written minutes with attribution to the speaker.
- e. Minutes of a previous meeting will not be read provided each member of Town Council has been provided access to a copy of the minutes in advance of the meeting at which the minutes are to be approved. Written minutes shall be initially set for approval on a consent agenda. Any Councilmember may request that the minutes be removed from the consent agenda for full discussion and consideration of proposed amendments or revisions by the Town Council prior to any motion for approval. Every Councilmember may, at the member's option, vote to approve or reject the minutes of any meeting notwithstanding such member's absence from the meeting.
- f. At any time prior to the Town Clerk's certification of the minutes as approved by the Town Council, the Town Clerk may change the minutes to correct spelling or typographical errors, provided that such change does not alter the substance or meaning of the minutes.
- g. The Clerk of the meeting at which the minutes are approved shall sign the approved minutes.

2.11 Agenda and Order of Business

- a. A regular meeting of the Town Council will have an established order of business generally along the following guidelines which may be modified by the Presiding Officer in accordance with the Rules of Order:

Call to Order, Roll Call
Approval of Agenda
Recognitions, proclamations, and appointments
Communications to Council
Consent agenda (handling of routine business)

B. Resolutions
C. Approval of Town Council Minutes
D. Excused Absences

~~Continued Discussion~~ Business

A. Consideration of Ordinances (second reading/public hearing)

B. Resolutions

C. Other

7. Planning Matters

8. Reports

10. Adjournment

2.12 Setting Agendas

The Mayor and the Town Manager the task of setting the meeting agendas for regular and special meetings and for work sessions of the Town Council. In addition, two members of the Town Council may request that the Town Manager place an item on a meeting agenda.

2.122.13 Requesting Future Agenda Items

Any Councilmember, the Town Manager, or ~~the~~ Town Attorney may request that the Town Council formally consider any Town business or other matter of public interest at a future meeting by raising the request with the Town Council during any **regular** meeting. Upon confirmation by a consensus of the Town Council that the Town Council desires to entertain consideration or review of the proposed business or matter, the Presiding Officer shall instruct the Town staff to set the matter on the next available agenda or on the agenda of a specific meeting.

2.132.14 Adjournment of Regular Meetings by 9:00 p.m.

A Town Council regular meeting shall customarily adjourn at or before 9:00 p.m. Extending a regular meeting beyond 9:00 p.m. shall require approval of a motion to suspend the required adjournment requirement. A motion may propose to limit the agenda matters to be considered after 9:00 p.m. and/or set a later time for adjournment.

As an express condition of adjournment, the Town Council shall formally move to continue or postpone all agenda items that will not be considered following adjournment in accordance with the Rules of Order.

Meeting Procedures.

Formatted: Keep with next, Keep lines together

3.1 Parliamentary Rules/Rules of Order

- a. Bob's Rules of Order for Colorado Local Governments (Peak Nine Press 2023) shall be the parliamentary rules of order for meetings of the Town Council ("Rules of Order").

- b. The following additional rules shall be incorporated into the Rules of Order:

A Councilmember shall not engage in the review or transmission of electronic mail or other forms of digital communications or be connected to the Internet during any quasi-judicial matter.

2. Addressing the Town Council – Time Limitations.

- (i) Councilmember's access to the floor when addressing the Town Council shall be limited in time as provided by the Rules of Order;
- (ii) Guests, presenters, and speakers invited to present to the Town Council shall be limited in time as established or directed by the Presiding Officer; and
- (iii) For all other persons wishing to address the Town Council (other than public hearings, see V. below), such persons shall be limited to three (3) minutes for any presentation unless the Presiding Officer establishes a different time limitation applicable to all such persons wishing to address the Town Council.

- c. Voting Methods.

A simultaneous voice vote or show of hands shall generally be used provided that an announcement is made regarding the result of the vote, including identification of Councilmember(s) voting on the non-prevailing side.

The Presiding Officer may direct a vote to be made by roll call. A roll call vote by voice shall be *required* for:

- (i) All ordinances on final reading;
- (ii) Any resolution appropriating or borrowing money;
- (iii) Any resolution pertaining to new or existing taxes;

- (iv) Any action concerning an initiative or referendum petition;
and
- (v) Conveyance of interests in real property.

Manner of Roll Call. When roll call voting is used, the roll call vote shall be taken in alphabetical order in a rotating manner, as follows: on the first roll call vote for the meeting, the Town Clerk will begin with the first Councilmember's name on the list; on the second vote, the Town Clerk will begin with the second Councilmember's name on the list and end with the first Councilmember name on the list, and continue to rotate the order in this manner. Such rotation will continue without interruption from meeting to meeting.

3.2 Meeting Decorum

- a. For regular and special meetings, each Councilmember shall be addressed as Mr./Ms. (last name) or Councilmember (last name); the Mayor shall be addressed as Mr./Ms. Mayor or Mayor (last name); Town staff, citizens, consultants, contractors shall be addressed as Mr./Ms. (last name). A less formal recognition of Councilmembers and others shall be acceptable for study or work sessions and executive sessions.
- b. At any regular or special meeting of the Town Council, any member of the public desiring to address the Town Council shall first secure the permission of, and be recognized by, the Presiding Officer.
- c. Each person addressing the Town Council shall be asked to provide his or her name and address for the record. All comments shall be addressed to the Presiding Officer and to the Town Council as a body and not to any particular Councilmember thereof or to other members of the audience.
- d. Actions which unreasonably disrupt a meeting shall be out of order. "Disrupt" shall mean evidently intended or designed to prevent, or reasonably preventing, the Town Council from conducting business. Disruptive actions may include, but not limited to: (i) constant or consistent shouting following the Presiding Officer's request to speak in a conversational voice; (ii) the use of horns, bells, or other sources of unwanted and unnecessary sound or noise; (iii) repeated speaking or interruption of the meeting without first obtaining the floor or without being acknowledged by the Presiding Officer; or (iv) threats of harm or violence. Refusal to heed requests to cease disruption may subject the person to removal from the meeting.
- e. The use of amplified sound or noise in any meeting shall not be permitted unless approved by the Presiding Officer as a necessary part of a presentation by a speaker. The Town's use of methods to amplify the voices of the Councilmembers shall be permitted.

- f. To prevent obstructing the view and hearing of persons attending a meeting, posters, banners, signs, or other forms to display shall be permitted in meeting rooms provided that such items or materials are placed against and along the side perimeter walls of the room in a manner not to interfere with access or the safety of attendees. No posters, banners, signs, or other forms to display shall be located behind the Town Council dais. The Presiding Officer may designate the appropriate location(s) for posters, banners, signs, or other forms to display.

Procedure for Passage of Ordinances (Charter § 6.5)

The procedure for the passage of an Ordinance, other than an Emergency Ordinance, shall be as follows:

- a. Introduction (first reading) of the Ordinance at any regular or special meeting and vote by the Town Council in accordance with the voting requirements established by the Charter to move the proposed legislation forward to the second reading. Introduction and first reading of the Ordinance may be by placement on the Town Council's consent agenda for such meeting.
- b. If the Ordinance is passed upon first reading, publicizing by title only and in accordance with the requirements, methods, and procedures for publicizing Ordinances as adopted by the Town Council by Ordinance.
- c. Consideration of the Ordinance on second reading at a meeting not earlier than six (6) days after the first reading.
- d. Public hearing on the Ordinance (See V. Below).
- e. Roll call vote of the Town Council on the Ordinance following the public hearing.
- f. Any ordinance may be amended before final passage by a roll call of the Town Council.
- g. After final passage, the Town Clerk shall publicize the Ordinance by title only with the statement that the full text is available for public inspection and acquisition in the office of the Town Clerk. Whenever possible, publicizing shall be within ten (10) days after final passage.
- h. Unless a later date is specified in the text of the Ordinance, an Ordinance other than an Emergency Ordinance shall take effect and be enforced thirty (30) days after final publication.

Public Hearings – Procedures.

Public hearings required by law shall be conducted in general accordance with the following procedures. Deviations from these procedures that do not substantially affect

the fairness and outcome of the hearing shall be permitted with or without approval of the Town Council.

- a. Town Clerk shall read the title or subject matter of the item into the record.
- b. The Presiding Officer, in the order indicated, will:

Declare the public hearing open;

Announce the public hearing procedures (if such procedures were not previously explained to the audience in a prior hearing during the same meeting);

Establish, when determined to be necessary, reasonable time limits for the presentation to the Town Council of public comments and testimony during the hearing. Where no other time limits are established:

- (i) Town staff or Town consultants shall not be limited except as directed by the Presiding Officer;
- (ii) An applicant, permittee, or petitioner (or their representative) whose property or other legal rights are the subject of determination during the public hearing shall not be subject to time limitations provided that the applicant, permittee, or petitioner avoids redundant and duplicative testimony or presentation of evidence;
- (iii) Scheduled speakers invited to present information to the Town Council shall not be subject to time limitations except as directed by the Presiding Officer; and
- (iv) All other persons shall be limited to three (3) minutes;

Ask for an introductory presentation by the Town Administration, if appropriate;

Ask for the applicant's, permittee's, or petitioner's presentation, if appropriate;

Provide opportunity for public presentation by those who are in favor of the matter, opposed to the matter, or who may have general questions regarding the pending matter.

Any person speaking or presenting any information at the hearing may be questioned by the Town Council and, with the consent of the Presiding Officer, by the Town Administration.

The Presiding Officer will ask, at times during the hearing determined by the Presiding Officer, if any member of Town Council has any questions of, or desires any additional information from, anyone who has spoken or

has presented information during the hearing. If such is the case, a member of Town Council may direct the question and/or request through the Presiding Officer to such individual and the response will be limited to the answer of the question, as stated.

- c. Cross-examination of persons providing testimony or evidence shall not be permitted.
- d. The Presiding Officer may, on his/her own initiative or at the request of a Councilmember or the applicant, permittee, or petitioner, afford the applicant, permittee, or petitioner an opportunity to rebut or address statements or testimony presented by the general public or Town Administration. Rebuttal shall be limited only to subjects and matters raised during the hearing and is not intended to provide an opportunity for the applicant, permittee, or petitioner to present new evidence or information not offered during the main presentation. The Presiding Officer may, in the Officer's discretion, provide an opportunity for the general public to address issues, information, or matters newly raised during a rebuttal.
- e. Following questions from Town Council, the Presiding Officer will declare the public hearing closed and the matter will be remanded to the Town Council for consideration.
- f. Upon the closure of the public hearing, the Town Council will seek to avoid additional questioning of any hearing participant except as may be found necessary by the Presiding Officer to quickly clarify a factual question or resolve a factual matter of dispute between members of the Town Council. No additional unsolicited testimony shall be entertained or accepted by the Town Council. The public hearing may only be reopened for good cause shown by a majority vote of the quorum present and only for the sole purpose of receiving specifically identified and focused testimony. In the event a public hearing is reopened, all persons in attendance shall be provided an opportunity to provide testimony regarding the specifically identified matter for which the hearing was reopened.
- g. The Town Council may, with leave of the Presiding Officer, request legal advice or direction from the Town Attorney at any time.

VI. Amendments.

These Bylaws may be amended by a majority vote of Councilmembers present at a Town Council meeting at which a quorum exists. Any proposed amendments shall be submitted in writing to each member of Town Council at least two (2) weeks in advance of the Town Council meeting at which such amendments are to be considered.

ADOPTED BY THE TOWN COUNCIL THIS ____ DAY OF _____, 2024.