



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING/WORKSHOP

NOVEMBER 27TH, 2023, WORKSHOP/MEETING 5:30 P.M.

THE MEETING WILL BE HELD AT TOWN HALL 420 CENTRAL AVENUE.

IF YOU WISH TO ATTEND VIRTUALLY, PLEASE VISIT THE TOWN WEBSITE UNDER GOVERNMENT TOWN BOARD MEETING FOR THE ZOOM LINK

<https://townofdolores.colorado.gov>

WORKSHOP: 5:30 p.m.:

- 1. Streets: Snow removal**

BOARD MEETING:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

4. ACTION/APPROVAL OF THE AGENDA

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

6. CITIZENS TO ADDRESS THE BOARD: This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at tammy@townofdolores.com any time before the dated Board meeting.

7. CONSENT AGENDA:

7.1 Application for a Special Event for the Dolores River Boating Advocates, to be held January 26th, 2024, from 5:00 p.m. to 11:00 p.m., at the Dolores Community Center, 400 Riverside Avenue.

8. BOARD MEMBERS COMMENTS AND REPORTS: (5 minutes only)

- Leigh Reeves
- Sheila Wheeler
- Duvall "Val" Truelsen
- Andy Lewis
- Mark Youngquist
- Chris Holkestad
- Kalin Grigg

9. STAFF REPORTS/PRESENTATIONS:

9.1 Manager Paul Ruud:

9.2 Attorney Jon Kelly:

9.3 Treasurer Heather Robertson:

10. ADMINISTRATIVE BOARD BUSINESS:

10.1 Discussion/Possible Action: Update on the Dolores Community Center transfer.

10.2 Action: Accept resignation of Planning & Zoning Committee member Melissa Watters and advertise to fill the vacancy.

11. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:

11.1 Discussion/Possible Action: First reading of proposed Ordinance 567 Series 2023, amending Article 4 of the Dolores Land Use Code pertaining to the maximum number of allowed short term rentals.

11.2 Discussion/Possible Action: Resolution R562 Series 2023 referring to the voters a measure under which the Town's sales and use tax rate will be increased and setting the ballot title and ballot question referring the effective date of this resolution and setting forth details.

11.3 Action/Approval: Resolution R563 Series 2023 Submitting a Ballot Question to the registered electors of the Town of Dolores Colorado at the Municipal Regular/Special Election to be held April 2nd, 2023, concerning whether the Town of Dolores should levy a Municipal sales tax on all sales of medical and retail marijuana, and medical and marijuana retail products.

11.4 Action/Approval Resolution R564 Series 2023 approving a contract for law enforcement services between Montezuma County Board of Commissioners, the Montezuma County Sheriff's Office, and the Town of Dolores.

11.5 Action/Approval Resolution R565 Series 2023 in support of a Colorado Department of Local Affairs Energy/Mineral Assistance Fund Grant request, for Phase II of the Dolores Waterline Replacement and improvement project.

12. EXECUTIVE SESSION: Discussion of personnel matter pursuant to 24-6-402(4)(f)(I), CRS

13. FUTURE AGENDAS:

- **P&Z meeting:** December 5th, 2023
- **Parks meeting:** December 14th, 2023
- **Board meetings:** Last meeting of the year December 11th, 2023

14. ADJOURNMENT

Application for a Special Events
Permit

Departmental Use Only

☐ State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- ☒ Social
- ☐ Athletic
- ☐ Philanthropic Institution
- ☐ Fraternal
- ☐ Chartered Branch, Lodge or Chapter
- ☐ Political Candidate
- ☐ Patriotic
- ☐ National Organization or Society
- ☐ Municipality Owned Arts Facilities
- ☐ Political
- ☐ Religious Institution

LIAB

Type of Special Event Applicant is Applying for:

2110 ☒ Malt, Vinous And Spirituous Liquor

\$25.00 Per Day

2170 ☐ Fermented Malt Beverage

\$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

Dolores River Boating Advocates

State Sales Tax Number (Required)

45-4046629

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)

PO Box 1173
Dolores, CO 81323

3. Address of Place to Have Special Event (include street, city/town and ZIP)

Dolores Community Center
400 Riverside Ave.
Dolores, CO 81323

4. Authorized Representative of Qualifying Organization or Political Candidate

Amber Clark

Date of Birth

01/14/80

Phone Number

970-799-8704

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

same as above

5. Event Manager

Alana Bond

Date of Birth

08/20/87

Phone Number

808-443-9250

Event Manager Home Address (Street, City, State, ZIP)

305 S. Main St. Mancos, CO 81328

Email Address of Event Manager

alana@doloresriverboating.org

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes How many days?

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes License Number

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

☒ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 01/26/24

Hours From 5 p.m.

To 11 p.m.

Date

Hours From .m.

To .m.

Date

Hours From .m.

To .m.

Date

Hours From .m.

To .m.

Date

Hours From .m.

To .m.

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

Alana Bond, Program Director

Title

Date

10/26/2023

Report and Approval of Local Licensing Authority (City or 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 provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

☐ City ☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number

Liability Date

State

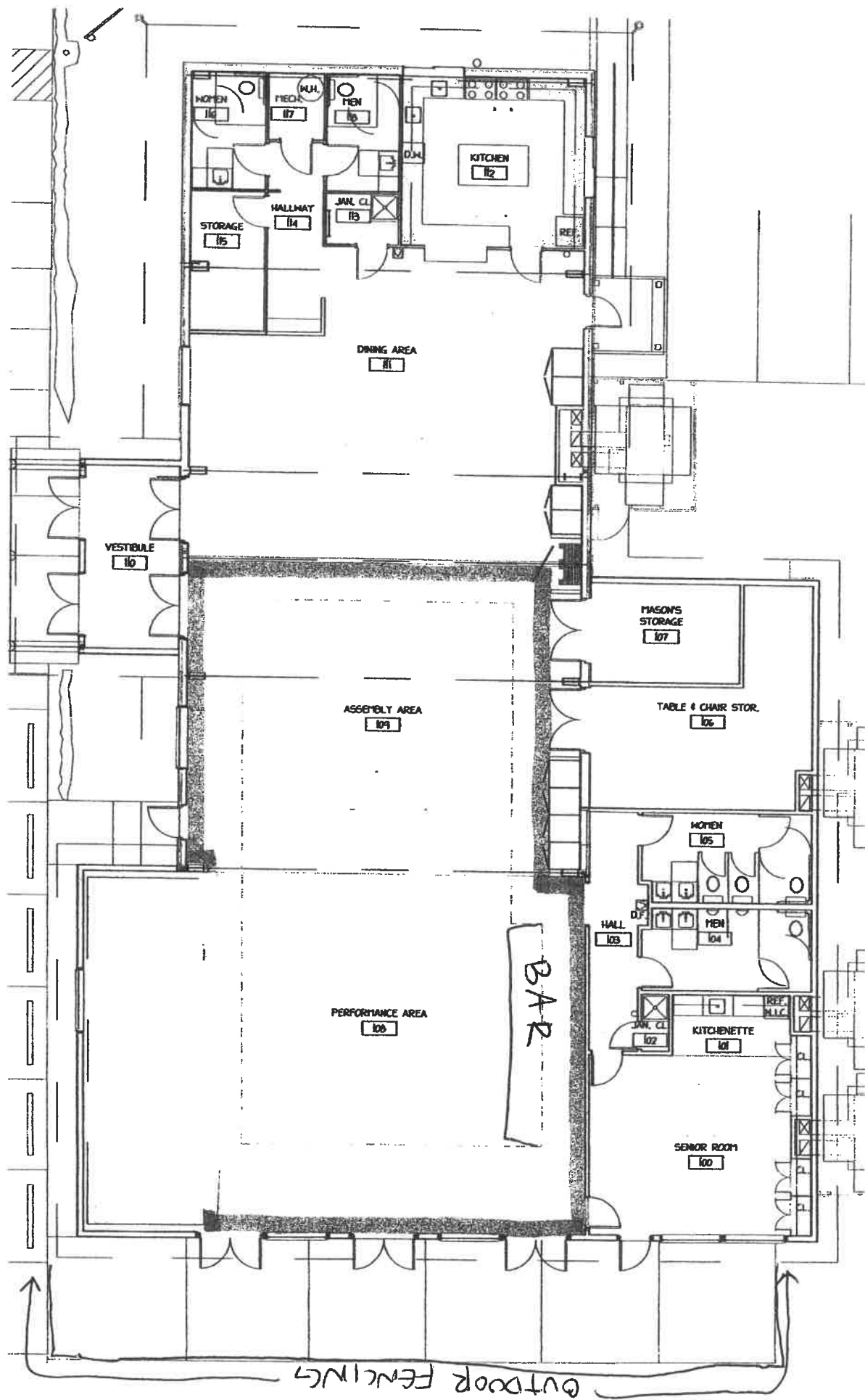
Total

-750 (999)

\$

.

(Instructions on Reverse Side)



DOLORES COMMUNITY CENTER

Application for use

Name of Organization or Individual: Dolores River Boating Advocates

Address: PO Box 1173 Dolores, CO 81323

Phone: 808-443-9250 (Alana) Alternate Phone: 970-799-8704 (Amber)

Email address: alana@doloresriverboating.org Estimated Number of People: 250

Purpose of Event: Annual fundraiser

Will alcoholic beverages be served or sold? ☒ Yes ☐ No

Is the event being held as a benefit for an individual? ☐ Yes ☒ No

Are you a Colorado registered Non-profit? ☒ Yes ☐ No If yes, Non-profit Tax ID: 45-4046629

Meeting space requested: whole building + south patio Time requested: 8am - 4:00pm
1/26/24 1/27/24

2020 Fee Schedule:

For events 75 people and under:	Full Facility	South Room	Meeting Room	Kitchen Only
By the hour	\$60.00	\$40.00	\$20.00	\$25.00
Half-day	\$150.00	\$100.00	\$40.00	\$40.00
Full day	\$300.00	\$200.00	\$80.00	\$60.00
Deposit (refundable)	\$200.00	\$100.00	\$0.00	\$100.00
LCD projector	\$25/day	\$25/day	\$25/day	N/A
Stage	\$30 self setup \$50 we setup	\$30 self setup \$50 we setup	N/A	N/A

For events over 75 people:	Platinum Package \$950.00	Gold Package \$750.00	Silver Package \$600.00	Bronze Package \$450.00
Full Facility Rental	3 Day	2 1/2 Day	2 Day	1 Day
Usage and setup of outdoor areas	X	X	X	
Event consultation on setup, usage of equipment	X	X	X	X
Full kitchen usage, including appliances and dishes	X	X	X	X
Usage of LCD Projector & screens	X	X		
Usage of Microphone and Sound Systems	X	X	X	X
Set-up & take down of tables & chairs	X	X	X	X
Set-up and take down of stage	X			
Full clean up at end (except dishes)	X	X	X	X
Deposit (refundable)	\$200.00	\$200.00	\$200.00	\$200.00

DOLORS COMMUNITY CENTER

Contract Agreement

I agree to the following conditions:

- A. All contracts for the use of the Dolores Community Center must be signed and fees paid 14 days prior to use. If the event is cancelled for any reason between 5 and 10 days prior to use, 25% of the monies shall be charged to cover the cost of handling, inconvenience, and the unavailability of the facility to others before any refunds are made. Any cancellations between 1 and 4 days prior to use will be charged 50%, and any cancellations within 24 hours of event will be charged 75%.
- B. I hereby understand I will be responsible for the cleaning of the facility (unless I have chosen a package in which cleaning is included) and for damages as a result of the activity and that a charge will be taken from the deposit fee (if required) to cover additional cleanup and damage. If I have not paid a deposit, or the cost of cleaning or damages is more than the collected deposit, I understand that I will be liable and will be made to pay for any additional cleaning and damages.
- C. Alcoholic beverages may be served at private parties. If the event is open to the public, the user must have approval from the Dolores Community Center Board of Directors and must have an approved Colorado Liquor License (obtained by application with the Town of Dolores). The License must be displayed at the event. Alcoholic beverages are not allowed outside the building unless permitted by your State Liquor License.
- D. All events must end by midnight unless prior approval has been given by the Dolores Community Center Board of Directors. No alcohol may be served after midnight.
- E. This use and fee schedule is subject to revisions but in no way will affect events already scheduled and paid for. I understand that if over 75 people are attending the event, I must choose a package deal that includes cleaning and setup.
- F. I, the undersigned, agree to save and hold harmless the Dolores Community Center Association and the Board of Directors from any and all claims and demands arising out of the use of the premises, and will defend any cause action brought to enforce any such claims or demands against the Dolores Community Center Association and Board of Directors.

Date confirmed: 1/20/24 - 1/27/24 Times confirmed: 4:20 - 1/27
Room confirmed: whole building Number of expected guests: 250

600 Usage / Package Fees
____ Equipment Fees
____ Other Fees
____ Subtotal
-60 Discount (only 1 may be applicable): Non-profit, Benefit, Regular user (10 or more times annually)
200 Damage / Cleaning Deposit (refundable)
\$740 Total Due

Contract is not in effect until signed by the Dolores Community Center Association Representative and full payment received.

Alana Bond Alana Bond 11/16/23
Signature of Responsible Party Printed Name Today's Date
James Langford 11-16-23
Signature of DCCA Representative Today's Date

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- ☐ If not incorporated, a NONPROFIT charter; or
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)
A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Dolores River Boating Advocates

is a

Nonprofit Corporation

formed or registered on 06/19/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131356064 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/14/2023 that have been posted, and by documents delivered to this office electronically through 11/16/2023 @ 15:12:50 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/16/2023 @ 15:12:50 in accordance with applicable law. This certificate is assigned Confirmation Number 15493597 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Manager's Report Dolores Colorado

To: Mayor and Trustees
From: Paul Ruud, Dolores Town Manager
Date: November 27, 2023
Re: Trustees Meeting

November 27 Town Board Meeting Manager Updates:

Workshop Items: Discussion of Street Snow Removal Practices with CDOT and Public Works

Trustees Meeting: Ordinance for: Short Term Rentals

Resolutions for: Sales Tax

Marijuana Sales Tax

Sheriff's Contract

DOLA Grant for the Phase 2 Water Project

Manager Items: Update on Montelores Coalition Meeting with the State of Colorado, Department of Natural Resources, Parks and Wildlife Division, to check in on the Coalition's Progress scheduled on November 27, 2023, 12:00 pm – 1:00 pm.

Update on the Issuance of the 19th Street Affordable Housing Request for Proposals.

Manager Ruud has prepared two Draft Improvement Plans as directed on November 13, 2023, and the drafts will be shared with Mayor Reeves, Trustee Holkestad, and Trustee Grigg on November 27, 2023, as requested.

Discussion of the Draft 2024 Workplan including, but not limited to, the New Town Hall, the Demolition of the Old Town Hall, and the Request for Proposals and Construction Contract for the new Flanders Park Restrooms.

MRP / mrp

Colorado Title & Closing Services, LLC
Serving All of Colorado
ISSUING AGENT FOR
CHICAGO TITLE INSURANCE COMPANY

Prepared for:
JON LEWIS KELLY P.C.
P.O. BOX 659
Dolores, CO 81323
Attention:
JON LEWIS KELLY / MOKI TRUSSLER

Issuing Office:
631 E. Main Street
Cortez, CO 81321
Phone: (970) 564-9770
Fax: (970) 564-9769
Title Examiner:
Marie Rogers-Patrick
mrogers@coloradotitleservices.com
(970) 529-7013

Copies to:

SCHEDULE A

	<u>POLICY LIABILITY</u>	<u>PREMIUM CHARGES</u>
Owner's Policy ALTA (06/17/2006)	\$1,400,000.00	\$3,310.00
Copies of Documents and Plat		\$50.00
Tax Certification		\$25.00
	Total Due	\$3,385.00

1. Effective date: November 14, 2023 at 5:00 PM
2. Policy or Policies to be issued:
Owner's Policy ALTA (06/17/2006)
Proposed Insured: TOWN OF DOLORES, A COLORADO STATUTORY TOWN

Loan Policy ALTA (06/17/2006)
Proposed Insured:
3. Title to the FEE SIMPLE estate or interest in said Land is at the effective date hereof vested in:

DOLORES COMMUNITY CENTER ASSOCIATION, A COLORADO NON-PROFIT CORPORATION

4. The Land referred to in this Commitment is located in the County of **Montezuma**, State of Colorado and described as follows:

A tract of land in the NE1/4 of Section 16, Township 37 North, Range 15 West, N.M.P.M., being more particularly described as follows:

BEGINNING at a point on the North line of said Section 16, North 89° 52' 00" West a distance of 445.8 feet from the Northeast Corner of said Section;

- Thence South 11° 00' 00" East a distance of 30.6 feet to the point of beginning of the tract;**
" **South 11° 00' 00" East a distance of 190.0 feet, more or less, to the North bank of the Dolores River;**
" **South 87° 06' 00" West a distance of 185.6 feet along the North bank of the Dolores River;**
" **North 11° 00' 00" West a distance of 200 feet, more or less;**
" **South 89° 52' 00" East a distance of 187.2 feet to the point of beginning of said tract.**
-

SCHEDULE B - SECTION 1
REQUIREMENTS

The following requirements must be met:

- (1.) Pay the agreed amounts for the interest in the Land and/or for the mortgage to be insured.
- (2.) Pay us the premiums, fees and charges for the policy.
- (3.) The following documents satisfactory to us must be signed, delivered and recorded.
- (4.) A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.

NOTE TO BUYERS AND LENDERS: Be aware!!! Online banking fraud is on the rise!!!
We will send **wire instructions** to you **ONLY** out of the following bank:

******* TBK Bank, SSB *******

If you receive wire instructions naming any other bank contact your closing officer immediately.
Your closing officer is: Liz Gagneaux (970) 529-7015

- A. SPECIAL WARRANTY DEED from DOLORES COMMUNITY CENTER ASSOCIATION, A COLORADO NON-PROFIT CORPORATION to TOWN OF DOLORES, A COLORADO STATUTORY TOWN.
- B. Certified copy of Resolution of the board of directors of DOLORES COMMUNITY CENTER ASSOCIATION, A COLORADO NON-PROFIT CORPORATION authorizing the sale of subject property and the execution of necessary documents pursuant to the terms of the purchase contract dated OCTOBER 9, 2023 between the Seller(s) and Buyer(s) herein. Said Resolution must be submitted to and approved by Colorado Title & Closing Services, LLC, but need not be recorded.
- C. Certified copy of Resolution of the board of directors of the TOWN OF DOLORES authorizing the purchase of subject property and the execution of necessary documents pursuant to the terms of the purchase contract dated OCTOBER 9, 2023 between the Seller(s) and Buyer(s) herein. Said Resolution must be submitted to and approved by Colorado Title & Closing Services, LLC, but need not be recorded.
- D. Approval by the underwriter, Chicago Title Insurance Company, of the proposed policy and endorsements, at which time additional requirements and/or exceptions may be made.

SCHEDULE B – SECTION 1, continued
REQUIREMENTS FOR ISSUANCE OF ENDORSEMENTS

OWNER

Exception number 6 herein will be modified on the owners policy to be issued to show that the current years real estate taxes are not yet due or payable and prior years real estate taxes have been paid upon receipt of a Certificate or Statement of Taxes Due from the County Treasurer and upon verification that all outstanding real estate taxes have been paid.

The above is subject to payment of the premiums as disclosed on Schedule A herein.

SCHEDULE B - SECTION 2
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) ditches and ditch rights; water rights, claims or title to water; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
8. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under said land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado.
9. Any rights, title, or interest of the general public, the State of Colorado, and/or the United States in and to the waters, bed, and banks of the Dolores River.
10. Any question, dispute, or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion, or avulsion of the center, thread, bank, channel, or flow of waters in the Dolores River lying within subject land; and any question as to the location of such center, thread, bed, bank, or channel as a legal description monument or marker for purposes of describing or locating subject lands.
11. Reverter clause as set forth in instruments recorded October 1, 1976 in [Book 470 at Page 522](#) and recorded November 24, 1976 in [Book 472 at Page 145](#).

- Note 1: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Colorado Title & Closing Services, LLC, conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Note 2: Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanic's or Materialman's Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment and may include, but are not limited to:
- A. The Land described in Schedule A of this commitment must be a single family residence, which includes a condominium or townhouse unit.
 - B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
 - C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
 - D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
 - E. Payment of the premium for said coverage.
- Note 3: The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Furthermore, the following disclosures are hereby made pursuant to C.R.S. §10-11-122:
- (i) The subject real property may be located in a special taxing district;
 - (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
 - (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.
- Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding)
- Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:
- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
 - (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.
- Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy is attached to this commitment.

Note 8: Pursuant to C.R.S. §38-35-125 and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.

Note 9: C.R.S. §39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Note 10: Pursuant to C.R.S. §10-1-128 (6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Note 11: Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f of Section 5 requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"

Note 12: C.R.S. §38-35-109 (2), 1973, requires that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

Note 13: Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

Note 14: Pursuant to instrument recorded July 7, 1976 as Reception Number 401417 your property may or may not be in a Geological Hazard Area. It is the responsibility of the insured to make that determination. Note 14 only applies to properties in La Plata County.

Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



Privacy Policy Statement

This notice is being provided on behalf of Colorado Title & Closing Services; Affiliates: Colorado Land Title Co. Inc, CLX Exchange Accommodators Inc, Rocky Mountain Escrow Inc and La Plata Abstract Co. dba Colorado Abstract and Title Services. It describes how information about you is handled and the steps we take to protect your privacy. We call this information "customer data" or just "data". If your relationship with us ends, we will continue to handle data about you the same way we handle current customer data.

Protecting Customer Data

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to customer data about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with our privacy policy. We require our employees to keep the data secure and confidential.

Information We Collect

In the course of our business some of the customer data we collect may be nonpublic personal information about you from the following sources:

- Information we receive from you or your authorized representative on applications or other forms;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from our internet web sites;
- Information we receive from the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others;
- Information we receive from consumer or other reporting agencies; and
- Information from lenders and third parties involved in your transaction.

We maintain safeguards to protect your customer data from unauthorized access or intrusion. We limit access to your customer data only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Use of Information

We may provide your customer data to various individuals and companies, as permitted by law, without obtaining your prior authorization. Disclosures may include, without limitation, the following:

- To our affiliates and/or successor in interest;
- To agents, brokers, lenders or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf;
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest; and
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose data as permitted or required by law, for example:

- To law enforcement officials;
- In response to subpoenas or a government investigation;
- To regulators and the Insurance Companies we represent; or
- To prevent fraud.

Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Changes to this Privacy Policy Statement

This Privacy Policy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy Statement, we will post a notice of such changes on our website. The effective date of the Privacy Policy Statement, as stated below, indicates the last time this Privacy Policy Statement was revised or materially changed.



Chicago Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

Issued by



Agent For
Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



Issued By:

COLORADO TITLE & CLOSING SERVICES, LLC
970 Main Avenue (P.O. Box 3389)
Durango, CO 81302
(970) 247-5464
Fax: (970) 247-0105

As Agent

CHICAGO TITLE INSURANCE COMPANY



By: 
ATTEST 
President
Secretary

Countersigned: _____
Authorized Signatory

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

TOWN OF DOLORES, COLORADO

ORDINANCE NO. R567

SERIES 2023

**AN ORDINANCE AMENDMENT ARTICLE 4 OF THE DOLORES LAND USE CODE AMENDING THE
MAXIMUM NUMBER OF ALLOWED SHORT-TERM RENTALS**

WHEREAS, The Board of Trustees has identified the critical shortage of affordable and workforce housing and the shortage of housing stock in general as a critical issue facing the citizens of the Town of Dolores.

WHEREAS, on June 14, 2021, the Board of Trustees adopted regulations governing short term rentals in the Town of Dolores which is currently codified under Article V of the Dolores Land Use Code.

WHEREAS, Section 4.5(A)(4)(d)(9) of the Dolores Land Use Code provides that the Board of Trustees will calendar this Short-Term Rental Regulation for review not later than two years from the date of its adoption to evaluate its effectiveness and whether the maximum number of permits issued should be adjusted.

WHEREAS, in order to address the Town's housing needs of its citizens and further the purposes of the Short-Term Rental regulation, the Board of Trustees wishes to amend the maximum number of allowable Short-Term Rentals as set forth herein.

WHEREAS The After public notice and public hearing, the Town of Dolores Board of Trustees finds that the proposed amendments to the Town of Dolores Land Use Code are necessary to maintain effective regulation of Short-Term Rentals.

WHEREAS, the Board of Trustees has further determined that it is in the best interests of the health, safety and welfare of the inhabitants of the Town to exercise its express statutory authority to establish reasonable regulations concerning Short-Term Rentals and to amend the Dolores Land Use Code and the Dolores Municipal Code as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

SECTION 1.

Section 4.5(A)(4)(d)(2) of the Dolores Land Use Code is amended and repealed as follows:

(2) Short-term rentals are permitted in these categories as follows: (i) Categories 1, 2, and 5: A maximum of number of short-term rentals permits equal to _____% of the Town's eligible residential structures and spaces may be issued in Dolores for any one-year period. The number of eligible residential structures and spaces for any given year shall be determined by the Building Official within 30 days after adoption of this ordinance and by January 15 of each year thereafter. In any year where the maximum number of permits has been issued, whether new or renewal, no additional permits will be issued.

(ii) Categories 3 and 4: Short-term rental permits are required for ADUs and accessory spaces. There is no maximum limit on the number of permits the Town may issue in these categories.

SECTION 2. The initial permit fee for a Short-Term Rental is amended to \$_____ per year and may be amended by the Trustees by resolution from time to time without amendment of this ordinance.

SECTION 3. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. This Ordinance shall take effect thirty (30) days after final publication, whichever is later.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the _____ day of _____, 2023, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed adopted and approved on the first reading this _____ day of _____, 2023.

DOLORS BOARD OF TRUSTEES:

By: _____

Mayor Leigh Reeves

Attest:

By: _____

Town Clerk Tammy Neely

Passed adopted and approved on the second and final reading this _____ day of _____, 2023.

DOLORS BOARD OF TRUSTEES:

By: _____

Mayor Leigh Reeve

Attest:

By: _____

Town Clerk Tammy Neely

TOWN OF DOLORES
RESOLUTION NO. R562
SERIES 2023

A RESOLUTION OF THE TOWN OF DOLORES BOARD OF TRUSTEES REFERRING TO THE VOTERS A MEASURE UNDER WHICH THE TOWN'S SALES AND USE TAX RATE WILL BE INCREASED BY _____ FROM 3.5% TO _____%; RESTRICTING THE USE OF REVENUES GENERATED FROM THE TAX INCREASE; SETTING THE BALLOT TITLE AND BALLOT QUESTION REFERRING THIS RESOLUTION AT AN ELECTION TO BE HELD APRIL 2, 2024, PROVIDING THE EFFECTIVE DATE OF THIS RESOLUTION; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Town of Dolores, Colorado ("Town"), is a Colorado statutory town; and

WHEREAS, the Town presently imposes a sales and use tax at the rate of 3.50% pursuant to Chapter 3 of the *Dolores Municipal Code*; and

WHEREAS, in order to provide funds for the Town's General Fund, the Town Board desires to submit to the eligible electors of the Town a question of increasing the rate of the Town's sales and use tax by _____% from 3.5% to _____, effective _____, 2024; and

WHEREAS, if the eligible electors of the Town approve the ballot issue set forth in this Resolution, the Town Board desires to restrict the revenues derived from additional sales and use tax within the Town to _____.

WHEREAS, Article X, Section 20 of the Constitution of the State of Colorado requires that the Town have voter approval in advance for any tax rate increase; and

WHEREAS, the Town Board desires to submit a ballot issue to the eligible electors of the Town on April 2, 2024, authorizing the sales and use tax rate increase for the purposes set forth herein.

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

Section 1. An election shall be held on Tuesday, April 2, 2024, at which there shall be submitted to the eligible electors of the Town a question authorizing a tax increase, which question shall be in substantially the following form:

SHALL TOWN OF DOLORES TAXES BE INCREASED BY \$ _____ ANNUALLY BEGINNING _____, AND BY WHATEVER AMOUNTS THAT MAY BE GENERATED THEREAFTER, BY INCREASING THE TOWN SALES AND USE TAX RATE BY _____% ON _____, WITH TAX REVENUE TO BE USED FOR _____

Section 2 All actions heretofore taken (not inconsistent with the provision of this Resolution) by the Town and officers thereof, directed towards the election and the objects and purposes

herein stated, are hereby ratified, approved, and confirmed.

Section 3 The officers and employees of the Town are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of the resolution.

Section 4 Submission of the above ballot issue to the Town’s electors at the April 2, 2024, election shall constitute a municipal regular/special election. The Dolores Town Clerk is hereby appointed as the designated election official who shall serve as the municipal regular/special election official in the manner provided by law.

INTRODUCED, READ, PASSED, and ADOPTED at a regular meeting of the Board of Trustees of the Town of DOLORES, Colorado held on November 27th, 2023.

Mayor Leigh Reeves

Town Clerk Tammy Neely

TOWN OF DOLORES
RESOLUTION NO R563
SERIES 2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF DOLORES, COLORADO AT THE MUNICIPAL REGULAR/SPECIAL ELECTION TO BE HELD ON APRIL 2, 2024 CONCERNING WHETHER THE TOWN OF DOLORES SHOULD LEVY A MUNICIPAL SALES TAX ON ALL SALES OF MEDICAL AND RETAIL MARIJUANA AND MEDICAL AND RETAIL MARIJUANA PRODUCTS.

WHEREAS, during the 2017 Legislative Session, the Colorado General Assembly signed C.R.S § 29-2-115 into law which authorizes municipalities to levy a special sales tax upon all sales of retail marijuana and retail marijuana products; and

WHEREAS, C.R.S § 29-2-115(2) defines “special sales tax” as a sales tax imposed by a local government in addition to the general sales tax imposed pursuant to C.R.S. § 29-2-102 or C.R.S. § 29-2-103, as applicable, and in addition to the taxes imposed pursuant to C.R.S. § 39-26-101 et. al., and C.R.S. § 39-28.8-101 et. al.; and

WHEREAS, C.R.S § 29-2-115(6)(a) provides that such special sales tax cannot be collected, administered, or enforced by the Colorado Department of Revenue, but shall instead be collected, administered, and enforced by the municipality imposing such tax; and

WHEREAS, C.R.S. § 29-2-115(4)(a) provides that no special sales tax may be levied by a municipality unless the proposal has been referred to and approved by the eligible electors of the municipality in accordance with the provision of Article 10 of Title 31, C.R.S.; and

WHEREAS Colorado Revised Statute Section 31-11-111 permits the Town Trustees to refer any ordinance or question to the electors of the Town of Dolores for determination; and,

WHEREAS, the Board of Trustees finds that it is necessary and appropriate to submit a ballot issue to a vote of the registered electors of the Town of Dolores at the coordinated election to be held on April 2, 2024, concerning imposition of a municipal special sales tax on all sales of retail marijuana and retail marijuana products.

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

Section 1 The following ballot issue shall be submitted to a vote of the registered electors of the Town of Dolores at the coordinated election to be held on April 2, 2024:

“Retail Marijuana and Retail Marijuana Products Municipal Special Sales Tax Question”

SHALL THE TOWN OF DOLORES’S TAXES BE INCREASED BY \$ _____ ANNUALLY IN THE FIRST FULL FISCAL YEAR AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING

AN ADDITIONAL SPECIAL SALES TAX OF PERCENT (____%) ON THE SALE OF MEDICAL AND RETAIL MARIJUANA AND MEDICAL AND RETAIL MARIJUANA PRODUCTS, WITH THE RATE OF SUCH TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE TAX DOES NOT EXCEED TEN PERCENT (____%), AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT BY THE TOWN OF DOLORES AS A VOTER APPROVED REVENUE CHANGE AND ALLOWING SUCH REVENUE TO BE EXPENDED AS THE BOARD OF TRUSTEES OF DOLORES SHALL DETERMINE, WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW EFFECTIVE _____.

Yes: _____ No: _____

Section 2 All actions heretofore taken (not inconsistent with the provision of this Resolution) by the Town and officers thereof, directed towards the election and the objects and purposes herein stated, are hereby ratified, approved, and confirmed.

Section 3 The officers and employees of the Town are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of the resolution.

Section 4 Submission of the above ballot issue to the Town’s electors at the April 2, 2024 election shall constitute a municipal regular/special election. The Dolores Town Clerk is hereby appointed as the designated election official who shall serve as the municipal regular/special election official in the manner provided by law.

INTRODUCED, READ, PASSED, and ADOPTED at a regular meeting of the Board of Trustees of the Town of DOLORES, Colorado held on November 27th, 2023.

Town Clerk

Mayor

**TOWN OF DOLORES
RESOLUTION R564
SERIES 2023**

**RESOLUTION APPROVING CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN
MONTEZUMA COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY
SHERIFF'S OFFICE, AND THE TOWN OF DOLORES**

WHEREAS, The Town of Dolores is a statutory town with the authority to enter into contracts generally and with a county sheriff's office in particular to provide law enforcement services for the Town pursuant to CRS Section 30-11-410.

WHEREAS CRS Section 31-4-304 and 306 permits a statutory town to employ a Town Marshal for law enforcement services but does not require the Town to do so.

WHEREAS Colorado law grants the County Sheriff authority to enforce the laws of the state of Colorado throughout the county, having concurrent jurisdiction in those municipalities with their own law enforcement officers and a duty to provide law enforcement services in municipalities that lack a town marshal or police force.

WHEREAS the Town of Dolores has historically found it beneficial to the citizens and businesses in the Town of Dolores to contract with the Montezuma County Sheriff to provide law enforcement services within the corporate limits of the Town of Dolores and wishes to continue that contractual relationship.

WHEREAS the Town of Dolores has historically provided the County Sheriff with offices for a substation and has expected that deputies on duty will from time to time be required to answer calls for service outside the corporate boundaries of the Town; an arrangement which has been mutually beneficial to the office of the Montezuma County Sheriff.

WHEREAS the Town of Dolores approved an earlier version of the contract for law enforcement services at the August 14, 2023, meeting of the Board of Trustees which has been returned by Montezuma County with amendments in the form attached hereto as Exhibit A.

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

Section 1. The Board of Trustees of the Town of Dolores does hereby approve the contract for law enforcement services described in Exhibit A, attached hereto, and commits the funds from the Town's General Fund for these services in the 2024 fiscal year.

Section 2. The Town Manager and Mayor are authorized to execute the Contract attached hereto on behalf of the Town of Dolores.

Section 3. Resolution R549 adopted August 14, 2023 is hereby repealed and replaced in its entirety by this resolution.

Passed, adopted, and approved November 17, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

New

**2024 CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA
COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY
SHERIFF'S OFFICE AND THE TOWN OF DOLORES**

THIS CONTRACT, made and entered into October , 2023, effective January 1, 2024 by and between the Montezuma County Board of County Commissioners, and the Montezuma County Sheriff's Office, hereinafter referred to as "County", and the Town of Dolores Board of Trustees, hereinafter referred to as "Town."

WHEREAS, the Town wishes to enter into a Contract with the County for the provision of law enforcement services by the County within the Town of Dolores; and,

WHEREAS, the County agrees to provide law enforcement services according to the terms and conditions set forth below; and,

WHEREAS, the Colorado Constitution and Statutes of the State of Colorado authorizes political subdivisions to contract with each other to provide services; and,

WHEREAS, Colorado Revised Statutes §29-1-203 permits governments to enter into cooperative agreements for the provision of services; and Colorado Revised Statutes §30-11-410 permits the governing body of a municipality and a county to contract for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality.

Therefore the Town of Dolores Board of Trustees and the Montezuma County Board of County Commissioners, Montezuma County Sheriff's Office in consideration of the mutual covenants, promises and conditions set forth below agree as follows:

COUNTY

1. Montezuma County, agrees to provide law enforcement services within the Town limits of Dolores.

 (a) Sheriff shall provide law enforcement services only of the type coming within the jurisdiction of the Montezuma County Sheriff pursuant to Colorado Statutes and Town of Dolores ordinances.

 (b) The standard level of service provided by the County shall be the same basic level of service which is provided by the Sheriff for the unincorporated areas in Montezuma County subject to the good faith discretion of the Montezuma County Sheriff's Office in consideration of emergency or unexpected law enforcement needs elsewhere in Montezuma County. County will provide as part of this Contract an average of eighty (80) hours per week of directly committed patrol service within the Town.
2. The County agrees to provide certain personnel as follows:

a) One (1) or more administrative staff who shall be responsible for the supervision and operation of the law enforcement services provided.

b) Deputy Sheriff's Officers sufficient to provide the law enforcement services under this Contract, to include any additional deputies for part-time summer duty, may be provided for special events or daily operations at a cost of \$65 hour.

e) The specific law enforcement services provided to Town by the County may include the following:

(1) General enforcement of the Traffic Laws contained in the Colorado Model Traffic Code as adopted by the Town; and,

(2) Investigation of traffic accidents, pursuant to the Model Traffic Code and Colorado Statutes; and,

(3) Maintenance of a law enforcement records system sufficient to enable provision of law enforcement services under the terms of this contract; and

(4) Collection and proper storage of all evidence related to law enforcement services provided according to this contract; and,

(5) Other services upon request that are within the capabilities and cost limitations of this contract; and,

(6) Enforcement of Town ordinances; and,

(7) Liquor License and Marijuana License background checks for new and renewal license applications as requested by the Town.

(8) Community Policing programs, efforts and initiatives.

e) The rendition of services, in the terms of the standard of performance, the discipline of Deputies, and other matters incidental to the performance of such services and control of personnel so employed, shall at all times be and exclusively remain, vested in the Montezuma County Sheriff and not in the Town. Deputies assigned by the Sheriff will be both permanently assigned or with other Deputies on a rotating basis. Deputies assigned to the Town shall be, in terms of overall duties as Sheriff Deputies, also providing service in unincorporated areas of the County surrounding the Town of Dolores and may be required to patrol or respond to calls for service or emergencies within a reasonable distance outside of the Town limits. All emergency calls in and to the Town of Dolores will be given the same priority as emergency calls in other areas of the County. The County agrees that all Deputies utilized to provide law enforcement services shall be certified in accordance with Part 6 of Article 32, Title 34, Colorado Revised Statutes, "Concerning Standards and Training for Certification of Peace Officers (POST CERTIFIED).

3. The Sheriff agrees to provide and supply all labor, supervision, and equipment necessary to maintain the level of service to render herein. The County of Montezuma, State of Colorado, through the Montezuma County Sheriff's Office, shall furnish the following supplies under the terms of the Contract for, tires, fuel and oil, telephone, printing, vehicle repair and maintenance and training for personnel.

4. The Sheriff agrees to provide a monthly written report to the Town detailing law enforcement service activities provided under this Contract. Said report should, at a minimum, detail number, and type of criminal complaints, hours of patrol service, hours of investigative service, number and type of traffic tickets issued, accident investigations. This report is due before the regularly scheduled Town Board meetings.

5. The Sheriff or his designated representative will appear before the Dolores Town Board each month, or when requested by the Board.

6. The Sheriff will at all times maintain an adequate policy of liability insurance. The County agrees to provide adequate insurance coverage, naming as an additional insured the Town of Dolores against the following type of claims:

(a) Pursuant to the Worker's Compensation Act, §8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to Worker's Compensation benefits from the Town of Dolores. The County further understands that it is solely obligated for the payment of Federal and State Income Tax on any moneys earned pursuant to this Law Enforcement IGA.

7. The County shall provide the necessary insurance coverage on all patrol vehicles used in the Town of Dolores for the provision of law enforcement services under this Contract.

TOWN

8. Town of Dolores, its officers, agents and employees will fully cooperate with County to facilitate the provision of law enforcement services according to this Contract.

9. The Town agrees to pay County for all the costs of booking and jail detention. In the event that the Dolores Municipal Judge incarcerates a defendant or an arrest is made by Deputies for Town Municipal Ordinance violations for jail the Town agrees to pay the standard rate as approved by the Board of County Commissioners, for jail sentences or holding of Municipal Court defendants awaiting arraignment after arrest.

10. The Town agrees that all prosecution of Municipal offenses in the Dolores Municipal Court shall be done by the Town of Dolores through either their general counsel or prosecutor.

~~11.~~ The Town agrees to pay the County for the law enforcement services provided under the Contract the sum of \$250,000.00. The Town of Dolores hereby agrees to pay the Contract amount starting January 1, 2024 and will be billed in quarterly installments.

12. The Town agrees to exempt any horses or other animals utilized to provide law enforcement services from any current or future Municipal Ordinances of the Town that regulates, prohibits the use of, keeping or maintenance of horses or other animals within Town limits.

13. The Town of Dolores agrees to provide, furnish and maintain an adequate space for the Montezuma County Sheriff to conduct the activities associated with the provision of law enforcement services under this contract to include electricity, water, sewer, telephone and internet services, any County IT services directly related to the Dolores Station will be billed against the contracted amount as set forth above.

14. The Town of Dolores shall not be liable for the direct payment of any salaries, wages or other compensation any personnel performing services herein for said County and all persons employed in the performance of Sheriff services and functions as herein set forth, notwithstanding their commission as Town Law Enforcement Officers, shall be deemed to be Sheriff employees and no person employed for the herein described purposes shall have the benefit of any Town employee benefit, pension, civil service, Workers Compensation and Unemployment Compensation or other status or right.

15. For purposes of this Contract and in conformance with State Law, the Montezuma County Sheriff is hereby commissioned as the Dolores Town Marshall and all County Deputies provided law enforcement services in the Town of Dolores are hereby commissioned as Town Deputies.

16. The Contract shall be effective from January 1, 2024 to December 31, 2024.

17. If the Town and the County fail to approve this Contract on or before the 15th day of December in the year in which it is submitted, this Contract shall terminate on December 31 of that same year.

18. This Contract may be renewed for successive twelve (12) month periods upon the written agreement of all parties to the terms and conditions of the renewed Contract, including any revision of rates and charges. Otherwise, this Contract will automatically terminate by its own terms.

19. The Town shall have the right to terminate this Contract at any time provided the Town provides County with ninety (90) days written notice of its intention to terminate. The Sheriff shall have the right to cancel this Contract at any time provided the County provides the Town with ninety (90) days written notice of County's intent to terminate.

20. The Montezuma County Sheriff shall be the Contact person for the County related to services rendered. The Town Manager shall be the contact person for the Town.

TOWN OF DOLORES

By _____
Mayor Town of Dolores Leigh Reeves

Date _____

Attest: _____
Town Clerk Tammy Neely

MONTEZUMA COUNTY SHERIFF'S OFFICE

By _____
Steven D. Nowlin, Sheriff
Montezuma County, Colorado

Date _____

BOARD OF MONTEZUMA COUNTY COMMISSIONERS

By _____
Chairman
Montezuma Board of County Commissioners

Date _____

Attest: _____
Kim Percell, Clerk
Clerk of the Board of Montezuma County Commissioners

Signed

**TOWN OF DOLORES
RESOLUTION # R549
SERIES 2023**

**RESOLUTION APPROVING CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN
MONTEZUMA COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY
SHERIFF'S OFFICE AND THE TOWN OF DOLORES**

WHEREAS, The Town of Dolores is a statutory town with the authority to enter into contracts generally and with a county sheriff's office in particular to provide law enforcement services for the Town pursuant to CRS Section 30-11-410.

WHEREAS CRS Section 31-4-304 and 306 permits a statutory town to employ a Town Marshal for law enforcement services, but does not require the Town to do so.

WHEREAS Colorado law grants the County Sheriff authority to enforce the laws of the state of Colorado throughout the county, having concurrent jurisdiction in those municipalities with their own law enforcement officers and a duty to provide law enforcement services in municipalities that lack a town marshal or police force.

WHEREAS the Town of Dolores has historically found it beneficial to the citizens and businesses in the Town of Dolores to contract with the Montezuma County Sheriff to provide law enforcement services within the corporate limits of the Town of Dolores and wishes to continue that contractual relationship.

WHEREAS the Town of Dolores has historically provided the County Sheriff with offices for a substation and has expected that deputies on duty will from time to time be required to answer calls for service outside the corporate boundaries of the Town; an arrangement which has been mutually beneficial to the office of the Montezuma County Sheriff.

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

Section 1. The Board of Trustees of the Town of Dolores does hereby approve the contract for law enforcement services described in Exhibit A, attached hereto and commits the funds from the Town's General Fund for these services in the 2024 fiscal year.

Section 2. The Town Manager and Mayor are authorized to execute the Contract attached hereto on behalf of the Town of Dolores.

Passed, adopted and approved August 14, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: [Signature], Mayor Leigh Reeves

Attest: [Signature], Town Clerk Town Clerk Neely



Signed

**2024 CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA
COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY
SHERIFF'S OFFICE AND THE TOWN OF DOLORES**

THIS CONTRACT, made and entered into August , 2023, effective January 1, 2024 by and between the Montezuma County Board of County Commissioners, and the Montezuma County Sheriff's Office, hereinafter referred to as "County", and the Town of Dolores Board of Trustees, hereinafter referred to as "Town."

WHEREAS, the Town wishes to enter into a Contract with the County for the provision of law enforcement services by the County within the Town of Dolores; and,

WHEREAS, the County agrees to provide law enforcement services according to the terms and conditions set forth below; and,

WHEREAS, the Colorado Constitution and Statutes of the State of Colorado authorizes political subdivisions to contract with each other to provide services; and,

WHEREAS, Colorado Revised Statutes §29-1-203 permits governments to enter into cooperative agreements for the provision of services; and Colorado Revised Statutes §30-11-410 permits the governing body of a municipality and a county to contract for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality.

WHEREAS, this agreement acknowledges that the Town of Dolores contributed \$40,000 toward the purchase of a vehicle in a prior year that will not be delivered until late 2023 or in 2024 and therefore the within agreement and future agreements through 2026 should reflect the costs of one vehicle.

Therefore the Town of Dolores Board of Trustees and the Montezuma County Board of County Commissioners, Montezuma County Sheriff's Office in consideration of the mutual covenants, promises and conditions set forth below agree as follows:

COUNTY

1 Montezuma County, agrees to provide law enforcement services within the Town limits of Dolores.

(a) Sheriff shall provide law enforcement services only of the type coming within the jurisdiction of the Montezuma County Sheriff pursuant to Colorado Statutes and Town of Dolores ordinances.

(b) The standard level of service provided by the County shall be the same basic level of service which is provided by the Sheriff for the unincorporated areas in Montezuma

Signed

County subject to the good faith discretion of the Montezuma County Sheriff's Office in consideration of emergency or unexpected law enforcement needs elsewhere in Montezuma County. County will provide as part of this Contract an average of eighty (80) hours per week of directly committed patrol service within the Town.

2. The County agrees to provide certain personnel as follows:

a) One (1) or more administrative staff who shall be responsible for the supervision and operation of the law enforcement services provided.

b) Deputy Sheriff's Officers sufficient to provide the law enforcement services under this Contract, to include any additional deputies for part-time summer duty, special events or daily operations.

No \$ Mentioned

c) The specific law enforcement services provided to Town by the County may include the following:

(1) General enforcement of the Traffic Laws contained in the Colorado Model Traffic Code as adopted by the Town; and,

(2) Investigation of traffic accidents, pursuant to the Model Traffic Code and Colorado Statutes; and,

(3) Maintenance of a law enforcement records system sufficient to enable provision of law enforcement services under the terms of this contract; and

(4) Collection and proper storage of all evidence related to law enforcement services provided according to this contract; and,

(5) Other services upon request that are within the capabilities and cost limitations of this contract; and,

(6) Enforcement of Town ordinances; and,

(7) Liquor License and Marijuana License background checks for new and renewal license applications as requested by the Town.

(8) Community Policing programs, efforts and initiatives.

d) The rendition of services, in the terms of the standard of performance, the discipline of Deputies, and other matters incidental to the performance of such services and control of personnel so employed, shall at all times be and exclusively remain, vested in the Montezuma County Sheriff and not in the Town. Deputies assigned by the Sheriff will be both permanently assigned or with other Deputies on a rotating basis. Deputies assigned to the Town shall be, in terms of overall duties as Sheriff Deputies, also providing service in unincorporated areas of the County surrounding the Town of Dolores and may be required to patrol or respond to calls for service or emergencies within a reasonable distance outside of the Town limits. All emergency calls in and to the Town of Dolores

Signed

will be given the same priority as emergency calls in other areas of the County. The County agrees that all Deputies utilized to provide law enforcement services shall be certified in accordance with Part 6 of Article 32, Title 34, Colorado Revised Statutes, "Concerning Standards and Training for Certification of Peace Officers (POST CERTIFIED).

3. The Sheriff agrees to provide and supply all labor, supervision, and equipment necessary to maintain the level of service to render herein. The County of Montezuma, State of Colorado, through the Montezuma County Sheriff's Office, shall furnish the following supplies under the terms of the Contract for office equipment and supplies, tires, gas and oil, telephone, printing, vehicle repair and maintenance and training for personnel.

4. The Sheriff agrees to provide a monthly written report to the Town detailing law enforcement service activities provided under this Contract. Said report should, at a minimum, detail number, and type of criminal complaints, hours of patrol service, hours of investigative service, number and type of traffic tickets issued, accident investigations. This report is due before the regularly scheduled Town Board meetings.

5. The Sheriff or his designated representative will appear before the Dolores Town Board each month, or when requested by the Board.

6. The Sheriff will at all times maintain an adequate policy of liability insurance. The County agrees to provide adequate insurance coverage, naming as an additional insured the Town of Dolores against the following type of claims:

(a) Pursuant to the Worker's Compensation Act, §8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to Worker's Compensation benefits from the Town of Dolores. The County further understands that it is solely obligated for the payment of Federal and State Income Tax on any moneys earned pursuant to this Law Enforcement IGA.

7. The County shall provide the necessary insurance coverage on all patrol vehicles used in the Town of Dolores for the provision of law enforcement services under this Contract.

TOWN

8. Town of Dolores, its officers, agents and employees will fully cooperate with County to facilitate the provision of law enforcement services according to this Contract.

9. The Town agrees to pay County for all the costs of booking and jail detention. In the event that the Dolores Municipal Judge incarcerates a defendant or an arrest is made by Deputies for Town Municipal Ordinance violations for jail the Town agrees to pay \$100 per day, per inmate, for jail sentences or holding of Municipal Court defendants awaiting arraignment after arrest.

\$100/Day

10. The Town agrees that all prosecution of Municipal offenses in the Dolores Municipal

Signed

Court shall be done by the Town of Dolores through either their general counsel or prosecutor.

11. The Town agrees to pay the County for the law enforcement services provided under the Contract the sum of \$250,000.00. It shall be the responsibility of the County of Montezuma to disburse the appropriate compensating funds into the budget of the Montezuma County Sheriff. The Town of Dolores hereby agrees to pay the Contract amount in 12 monthly installments of \$20,833.33. See Appendix A.

Monthly

12. The Town agrees to exempt any horses or other animals utilized to provide law enforcement services from any current or future Municipal Ordinances of the Town that regulates, prohibits the use of, keeping or maintenance of horses or other animals within Town limits.

13. The Town of Dolores agrees to provide, furnish and maintain an adequate space for the Montezuma County Sheriff to conduct the activities associated with the provision of law enforcement services under this contract to include electricity, water, sewer, telephone, internet service, and County IT Department network service. The Town of Dolores provides 350 square feet of office space having a value of \$700 per month or \$8,400 per year and phone and internet service at cost to the Town of \$216 per month or \$916 per year. The total value of the office space, phone and internet service provided by the Town under this agreement is \$10,992 annually. The contract for services paid by the Town reflects the value the Montezuma County Sheriff Office receives for these benefits.

Different Versions

14. The Town of Dolores shall not be liable for the direct payment of any salaries, wages or other compensation any personnel performing services herein for said County and all persons employed in the performance of Sheriff services and functions as herein set forth, notwithstanding their commission as Town Law Enforcement Officers, shall be deemed to be Sheriff employees and no person employed for the herein described purposes shall have the benefit of any Town employee benefit, pension, civil service, Workers Compensation and Unemployment Compensation or other status or right.

15. For purposes of this Contract and in conformance with State Law, the Montezuma County Sheriff is hereby commissioned as the Dolores Town Marshall and all County Deputies provided law enforcement services in the Town of Dolores are hereby commissioned as Town Deputies.

16. The Contract shall be effective from January 1, 2024 to December 31, 2024.

17. If the Town and the County fail to approve this Contract on or before the 15th day of December in the year in which it is submitted, this Contract shall terminate on December 31 of that same year.

18. This Contract may be renewed for successive twelve (12) month periods upon the written agreement of all parties to the terms and conditions of the renewed Contract, including any revision of rates and charges. Otherwise, this Contract will automatically terminate by its own terms.

19. The Town shall have the right to terminate this Contract at any time provided the Town provides County with ninety (90) days written notice of its intention to terminate. The Sheriff shall have the right to cancel this Contract at any time provided the County provides the Town with ninety (90) days written

Signed

notice of County's intent to terminate.

20. The Montezuma County Sheriff shall be the Contract person for the County. The Town Manager shall be the contact person for the Town.

TOWN OF DOLORES

By

Leigh Reeves
Mayor Town of Dolores Leigh Reeves

Date 8/14/23

Attest:

Tammy Neely
Town Clerk Tammy Neely

MONTEZUMA COUNTY SHERIFF'S OFFICE

By

Steven D. Nowlin
Steven D. Nowlin, Sheriff
Montezuma County, Colorado

Date 08/16/2023



Signed

BOARD OF MONTEZUMA COUNTY COMMISSIONERS

By _____
Chairman
Montezuma Board of County Commissioners

Date _____

Attest:

Kim Percell, Clerk
Clerk of the Board of Montezuma County Commissioners

Unsigned Unsigned

**TOWN OF DOLORES
RESOLUTION # – SERIES 2023**

**RESOLUTION APPROVING CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN
MONTEZUMA COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY
SHERIFF'S OFFICE AND THE TOWN OF DOLORES**

WHEREAS, The Town of Dolores is a statutory town with the authority to enter into contracts generally and with a county sheriff's office in particular to provide law enforcement services for the Town pursuant to CRS Section 30-11-410.

WHEREAS CRS Section 31-4-304 and 306 permits a statutory town to employ a Town Marshal for law enforcement services, but does not require the Town to do so.

WHEREAS Colorado law grants the County Sheriff authority to enforce the laws of the state of Colorado throughout the county, having concurrent jurisdiction in those municipalities with their own law enforcement officers and a duty to provide law enforcement services in municipalities that lack a town marshal or police force.

WHEREAS the Town of Dolores has historically found it beneficial to the citizens and businesses in the Town of Dolores to contract with the Montezuma County Sheriff to provide law enforcement services within the corporate limits of the Town of Dolores and wishes to continue that contractual relationship.

WHEREAS the Town of Dolores has historically provided the County Sheriff with offices for a substation.

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

Section 1. The Board of Trustees of the Town of Dolores does hereby approve the contract for law enforcement services described in Exhibit A, attached hereto and commits the funds from the Town's General Fund for these services in the 2024 fiscal year.

Section 2. The Town Manager and Mayor are authorized to execute the Contract attached hereto on behalf of the Town of Dolores.

Passed, adopted and approved August 14, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor

Attest: _____, Town Clerk

Unsigned

**2024 CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA
COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY
SHERIFF'S OFFICE AND THE TOWN OF DOLORES**

THIS CONTRACT, made and entered into October, 2023, effective January 1, 2024 by and between the Montezuma County Board of County Commissioners, and the Montezuma County Sheriff's Office, hereinafter referred to as "County", and the Town of Dolores Board of Trustees, hereinafter referred to as "Town."

WHEREAS, the Town wishes to enter into a Contract with the County for the provision of law enforcement services by the County within the Town of Dolores; and,

WHEREAS, the County agrees to provide law enforcement services according to the terms and conditions set forth below; and,

WHEREAS, the Colorado Constitution and Statutes of the State of Colorado authorizes political subdivisions to contract with each other to provide services; and,

WHEREAS, Colorado Revised Statutes §29-1-203 permits governments to enter into cooperative agreements for the provision of services; and Colorado Revised Statutes §30-11-410 permits the governing body of a municipality and a county to contract for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality.

No 5th Whereas
Therefore the Town of Dolores Board of Trustees and the Montezuma County Board of County Commissioners, Montezuma County Sheriff's Office in consideration of the mutual covenants, promises and conditions set forth below agree as follows:

COUNTY

1. Montezuma County, agrees to provide law enforcement services within the Town limits of Dolores.
 - (a) Sheriff shall provide law enforcement services only of the type coming within the jurisdiction of the Montezuma County Sheriff pursuant to Colorado Statutes and Town of Dolores ordinances.
 - (b) The standard level of service provided by the County shall be the same basic level of service which is provided by the Sheriff for the unincorporated areas in Montezuma County subject to the good faith discretion of the Montezuma County Sheriff's Office in consideration of emergency or unexpected law enforcement needs elsewhere in Montezuma County. County will provide as part of this Contract an average of eighty (80) hours per week of directly committed patrol service within the Town.
2. The County agrees to provide certain personnel as follows:

Unsigned

a) One (1) or more administrative staff who shall be responsible for the supervision and operation of the law enforcement services provided.

b) Deputy Sheriff's Officers sufficient to provide the law enforcement services under this Contract, to include any additional deputies for part-time summer duty, may be provided for special events or daily operations at a cost of \$65 hour.

e) The specific law enforcement services provided to Town by the County may include the following:

(1) General enforcement of the Traffic Laws contained in the Colorado Model Traffic Code as adopted by the Town; and,

(2) Investigation of traffic accidents, pursuant to the Model Traffic Code and Colorado Statutes; and,

(3) Maintenance of a law enforcement records system sufficient to enable provision of law enforcement services under the terms of this contract; and

(4) Collection and proper storage of all evidence related to law enforcement services provided according to this contract; and,

(5) Other services upon request that are within the capabilities and cost limitations of this contract; and,

(6) Enforcement of Town ordinances; and,

(7) Liquor License and Marijuana License background checks for new and renewal license applications as requested by the Town.

(8) Community Policing programs, efforts and initiatives.

d) The rendition of services, in the terms of the standard of performance, the discipline of Deputies, and other matters incidental to the performance of such services and control of personnel so employed, shall at all times be and exclusively remain, vested in the Montezuma County Sheriff and not in the Town. Deputies assigned by the Sheriff will be both permanently assigned or with other Deputies on a rotating basis. Deputies assigned to the Town shall be, in terms of overall duties as Sheriff Deputies, also providing service in unincorporated areas of the County surrounding the Town of Dolores and may be required to patrol or respond to calls for service or emergencies within a reasonable distance outside of the Town limits. All emergency calls in and to the Town of Dolores will be given the same priority as emergency calls in other areas of the County. The County agrees that all Deputies utilized to provide law enforcement services shall be certified in accordance with Part 6 of Article 32, Title 34, Colorado Revised Statutes, "Concerning Standards and Training for Certification of Peace Officers (POST CERTIFIED).

Unsigned

3. The Sheriff agrees to provide and supply all labor, supervision, and equipment necessary to maintain the level of service to render herein. The County of Montezuma, State of Colorado, through the Montezuma County Sheriff's Office, shall furnish the following supplies under the terms of the Contract for, tires, fuel and oil, telephone, printing, vehicle repair and maintenance and training for personnel.

No office equipment and supplies

4. The Sheriff agrees to provide a monthly written report to the Town detailing law enforcement service activities provided under this Contract. Said report should, at a minimum, detail number, and type of criminal complaints, hours of patrol service, hours of investigative service, number and type of traffic tickets issued, accident investigations. This report is due before the regularly scheduled Town Board meetings.

5. The Sheriff or his designated representative will appear before the Dolores Town Board each month, or when requested by the Board.

6. The Sheriff will at all times maintain an adequate policy of liability insurance. The County agrees to provide adequate insurance coverage, naming as an additional insured the Town of Dolores against the following type of claims:

(a) Pursuant to the Worker's Compensation Act, §8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to Worker's Compensation benefits from the Town of Dolores. The County further understands that it is solely obligated for the payment of Federal and State Income Tax on any moneys earned pursuant to this Law Enforcement IGA.

7. The County shall provide the necessary insurance coverage on all patrol vehicles used in the Town of Dolores for the provision of law enforcement services under this Contract.

TOWN

8. Town of Dolores, its officers, agents and employees will fully cooperate with County to facilitate the provision of law enforcement services according to this Contract.

9. The Town agrees to pay County for all the costs of booking and jail detention. In the event that the Dolores Municipal Judge incarcerates a defendant or an arrest is made by Deputies for Town Municipal Ordinance violations for jail the Town agrees to pay the standard rate as approved by the Board of County Commissioners, for jail sentences or holding of Municipal Court defendants awaiting arraignment after arrest.

The standard rate

10. The Town agrees that all prosecution of Municipal offenses in the Dolores Municipal Court shall be done by the Town of Dolores through either their general counsel or prosecutor.

11. The Town agrees to pay the County for the law enforcement services provided under the Contract the sum of \$250,000.00. The Town of Dolores hereby agrees to pay the Contract amount starting January 1, 2024 and will be billed in quarterly installments.

quarterly

Unsigned

12. The Town agrees to exempt any horses or other animals utilized to provide law enforcement services from any current or future Municipal Ordinances of the Town that regulates, prohibits the use of, keeping or maintenance of horses or other animals within Town limits.

13. The Town of Dolores agrees to provide, furnish and maintain an adequate space for the Montezuma County Sheriff to conduct the activities associated with the provision of law enforcement services under this contract to include electricity, water, sewer, telephone and internet services, any County IT services directly related to the Dolores Station will be billed against the contracted amount as set forth above.

Different Versions

14. The Town of Dolores shall not be liable for the direct payment of any salaries, wages or other compensation any personnel performing services herein for said County and all persons employed in the performance of Sheriff services and functions as herein set forth, notwithstanding their commission as Town Law Enforcement Officers, shall be deemed to be Sheriff employees and no person employed for the herein described purposes shall have the benefit of any Town employee benefit, pension, civil service, Workers Compensation and Unemployment Compensation or other status or right.

15. For purposes of this Contract and in conformance with State Law, the Montezuma County Sheriff is hereby commissioned as the Dolores Town Marshall and all County Deputies provided law enforcement services in the Town of Dolores are hereby commissioned as Town Deputies.

16. The Contract shall be effective from January 1, 2024 to December 31, 2024.

17. If the Town and the County fail to approve this Contract on or before the 15th day of December in the year in which it is submitted, this Contract shall terminate on December 31 of that same year.

18. This Contract may be renewed for successive twelve (12) month periods upon the written agreement of all parties to the terms and conditions of the renewed Contract, including any revision of rates and charges. Otherwise, this Contract will automatically terminate by its own terms.

19. The Town shall have the right to terminate this Contract at any time provided the Town provides County with ninety (90) days written notice of its intention to terminate. The Sheriff shall have the right to cancel this Contract at any time provided the County provides the Town with ninety (90) days written notice of County's intent to terminate.

20. The Montezuma County Sheriff shall be the Contact person for the County related to services rendered. The Town Manager shall be the contact person for the Town.

TOWN OF DOLORES

By _____
Mayor Town of Dolores

Date _____

Unsigned

Attest:

Town Clerk

MONTEZUMA COUNTY SHERIFF'S OFFICE

By _____
Steven D. Nowlin, Sheriff
Montezuma County, Colorado

Date _____

Unsigned

BOARD OF MONTEZUMA COUNTY COMMISSIONERS

By _____
Chairman
Montezuma Board of County Commissioners

Date _____

Attest:

Kim Percell, Clerk
Clerk of the Board of Montezuma County Commissioners

**Town of Dolores
Resolution No R565
SERIES 2023**

**A RESOLUTION IN SUPPORT OF A COLORADO DEPARTMENT OF LOCAL AFFAIRS
ENERGY/MINERAL IMPACT ASSISTANCE FUND GRANT REQUEST FOR PHASE II OF
THE DOLORES WATER LINE REPLACEMENT AND IMPROVEMENT PROJECT**

WHEREAS, the Town of Dolores has identified Phase II of the Dolores Water Line Replacement and Improvement Project which will replace approximately 7,337 feet of pipeline, fire hydrants and service line vales that will provide for looped water lines as a priority for the health, safety, and welfare of its citizens; and

WHEREAS, the project costs are estimated to be \$3,116,000 including design and project management costs; and

WHEREAS, The Town of Dolores is applying for a grant from the Colorado Department of Local Affairs Energy/Mineral Impact Assistance Fund Grant in the amount of \$1,000,000 to cover a portion of these expenses;

WHEREAS and the Board of Trustees strongly supports the application of said Grant.

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

Section 1. Board of Trustees strongly supports the grant application with the Colorado Department of Local Affairs Energy/Mineral Impact Assistance Fund Grant for the completion of Phase II of the Dolores Water Line Replacement and Improvement Project.

Section 2. The Board of Trustees authorize the Town Manager to complete the necessary forms and documents to make this request and direct and authorize the Town Manager and Mayor to execute any documents reasonably necessary to complete the grant application.

Section 3. The Town of Dolores has or will secure other grants, loans, and sources of funding which together with the grant applied for is expected to be sufficient to meet the \$3,116,000 cost of the project.

Section 4 This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED November 27th, 2023.

Mayor Leigh Reeves

ATTEST:

Town Clerk Tammy Neely

TO: Dolores Town Trustees and Town Manager
From: Ken Charles
DT 11-27-23
RE: Phase II DOLA Grant Application

Introduction

The 2018 Water and Sewer Master Plan report recommended that the Town of Dolores institute a replacement program to continually replace aging and undersized distribution infrastructure over the next 20 years. This is an ambitious pace and a greater scope of work than can be performed by Town Staff.

The report recommended a 6-phase distribution replacement program starting with pipe looping to eliminate dead end mains. After input from Town Staff, SGM decided to combine pipe looping with replacement of waterlines and all appurtenances based on geographic location. Phasing starts on the west side of Town and continues east.

The Town completed Phase 1 of the water distribution replacement project in 2020. Phase 1 consisted of replacement of 1,200 feet of water main, 18 valves, and 17 service connections at 10 separate intersections that cross State Highway 145.

In early 2022 the Town contracted with SGM Engineers to begin design work on Phase II. The town received a \$25,000 DOLA administrative grant to partially fund this project. This grant was matched with \$25,000 from the town's water fund. In addition, the town received a \$10,000 grant from CDPHE-Water Quality Division to help with the Project Needs Assessment, now complete.

The design phase is now complete. On the town website under Projects-Phase II Water Infrastructure Project we have recently posted two new items: The Dolores Water Distribution System Evaluation and the Project Needs Assessment (PNA). The PNA is a CDPHE requirement in order to receive funding from their Revolving Loan Fund. SGM has produced periodic reports and has made several in person presentations to the board. These two items noted above complete the contract the town has had with SGM.

Next Steps

Completing the two reports kicks off the next steps in the process and puts the town on a course to secure funding. While SGM was designing the project and producing the cost estimates town staff have been working on the financing plan. Thus far:

- Town staff and SGM worked with CDPHE, and the town is now eligible for a 50% forgivable loan. This is in essence a grant for 50% of the loan.
- Senator Bennett's Office has designated a \$750,000 Federally Designated Spending grant for the Phase II project. This allocation is included in the 2024 budget and if that budget is adopted the town will proceed with securing those funds.
- Part of the financing plan included seeking funds from DOLA and that application will be submitted pending the decision made at tonight's meeting. The town is seeking \$1,000,000, the maximum grant.
- We will engage CDPHE and DOLA to determine if the town may be eligible for an even greater percentage of forgivable loan, than 50%.

SGM submitted the PNA to CDPHE and DOLA. The next step will be a meeting with both of these state agencies to discuss the project. The Town has NOT YET officially committed to this project.

Below is the proposed schedule contained in the PNA:

8.11 Project Implementation 8.11.1 Proposed Schedule

Loan application 11/15/2024

Design Plans (60 day review period) 11/15/2024

Advertisement for bids 12/09/2024

Award Contracts 03/15/2025

Start Construction 04/15/2025

Complete Construction 12/15/2025

We will now review a portion of the information produced by SGM. There are two Alternatives for Phase II. Alternative 1 is the preferred alternative as it replaces and installs significantly more water lines, hydrants etc. and Alternative 2-Phase II Lite.

Project Description

The Town of Dolores water distribution system was originally constructed in the 1950s and 1960s and is predominantly composed of ductile iron pipe. Overall, the Town's transmission and distribution pipelines are in serviceable condition but are undersized to meet fire flows and were buried at too shallow of a depth in some locations. Existing available fire flows throughout the Town are poor due to low distribution system pressures, small diameter piping, and a lack of looped piping in some critical areas. The Town's goal is to replace all their aging and undersized waterlines in six phases. Phase 1 Waterline Upgrades was completed in 2020. Proposed Phase 2 Waterline improvements include installation of approximately 1,300 LF of new 8-inch C900 PVC pipe to connect dead end lines and eliminate sections of un-looped lines, replacement of approximately 9,800 LF of aging 4-inch, 6-inch, and 8-inch lines with new 8-inch C900 PVC pipe, and replacement of all fire hydrants, water service lines to the meter, valves, and re-connections within the project area.

Town of Dolores

Engineer's Opinion of Probable Costs
EOPC Level: Planning
Prepared by: Catherine Carella, PE
Date: August 2, 2023



Ph. 2 Waterline Upgrades
Alternative 1: Water Dock to 6th Street

Item Description	Unit	Quantity	Unit Cost	Estimated Costs
Mobilization (10%)	1	LS	10%	\$289,000.00
Construction Staking	1	LS	0.5%	\$15,000.00
Erosion Control/Stormwater Management	150	DAY	\$100.00	\$15,000.00
Traffic Control Management & Devices	150	DAY	\$100.00	\$15,000.00
6" Fire Hydrant Assembly incl. GV and feed line	28	EA	\$10,000.00	\$280,000.00
8" PVC C900 Dr14 Water Line, Fittings, and Gate Valves incl. Tracer Wire, Bedding, Cl. 6 Backfill, Min. 5-ft Cover	10,292	LF	\$215.00	\$2,212,780.00
3/4" HDPE Pure Core Water Service Lines. Incl. tracer wire, boring under sidewalks, Min. 3-ft cover, Assumes 30 LF per service connection.	4020	LF	\$60.00	\$241,200.00
Reconnect Existing 3/4" Services to New Main includes 3/4" Saddle Tap	134	EA	\$400.00	\$53,600.00
Connection to Existing Waterline. Includes water shutoff coordination, cut and abandon existing main, fittings to connect to existing system.	6	EA	\$6,000.00	\$36,000.00
Cross Over/Under Existing Sanitary Sewer or Storm Sewer within 18-In., Assume 3 CY Flow fil	14	EA	\$1,500.00	\$21,000.00
Gravel Replace 3" Depth	8,800	SY	\$10.00	\$88,000.00
Asphalt Replace 3" Depth	860	TON	\$300.00	\$258,000.00
Landscape Restoration (Backfill, Seed, Sod)	150	SY	\$48.00	\$7,200.00
			Sub Total	\$3,531,780.00

Planning, Subsurface Utility Engineering, Design Engineering			10.0%	\$353,178.00
Survey, Easements, Legal			2.0%	\$70,635.60
Construction Engineering			2.0%	\$70,635.60
Construction Contingency			18.0%	\$635,720.40
			Total Cost	\$4,661,949.60

NOTES:

- 1. Unit prices used in developing this EOPC were based on recent, local projects by SGM.
- 2. Contingency budget is for unanticipated costs during construction. Contingency is intentionally set high because this is a planning level cost estimate.
- 3. Unit prices and total costs were based on Present Value dollars, assuming project will occur in 2024. Adjustments should be made for years beyond this calendar year if actual construction occurs in a later year.
- 4. This EOPC was prepared on the basis of SGM's experience and qualifications and represents SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's EOPC.



Ph. 2 Waterline Upgrades
Alternative 2: Water Dock to 4th Street

Item Description	Unit	Quantity	Unit Cost	Estimated Costs
Mobilization (10%)	1	LS	10%	\$176,000.00
Construction Staking	1	LS	0.5%	\$9,000.00
Erosion Control/Stormwater Management	100	DAY	\$100.00	\$10,000.00
Traffic Control Management & Devices	100	DAY	\$100.00	\$10,000.00
6" Fire Hydrant Assembly incl. GV and feed line	15	EA	\$10,000.00	\$150,000.00
8" PVC C900 Dr14 Water Line, Fittings, and Gate Valves incl. Tracer Wire, Min. 5-ft Cover, Class 6 Aggregate	6,404	LF	\$215.00	\$1,376,860.00
3/4" HDPE Pure Core Water Service Lines. Incl. tracer wire, boring under sidewalks, Min. 3-ft cover, Assumes 30 LF per service connection.	1950	LF	\$60.00	\$117,000.00
Reconnect Existing 3/4" Services to New Main includes 3/4" Saddle Tap	65	EA	\$400.00	\$26,000.00
Connection to Existing Waterline. Includes water shutoff coordination, cut and abandon existing main, fittings to connect to existing system.	6	EA	\$6,000.00	\$36,000.00
Cross Over/Under Existing Sanitary Sewer or Storm Sewer, Assume 3 CY Flowfill Ea.	11	EA	\$1,500.00	\$16,500.00
Gravel Replace	5500	SY	\$10.00	\$55,000.00
Asphalt Replace	500	TON	\$300.00	\$150,000.00
Landscape Restoration (Backfill, Seed, Sod)	120	SY	\$48.00	\$5,760.00
			Sub Total	\$2,138,120.00

Planning, Subsurface Utility Engineering, Design Engineering			10.0%	\$213,812.00
Survey, Easements, Legal			2.0%	\$42,762.40
Construction Engineering			2.0%	\$42,762.40
Construction Contingency			15.0%	\$320,718.00
			Total Cost	\$2,758,174.80

NOTES:

1. Unit prices used in developing this EOPC were based on recent, local projects by SGM and D&L Construction.

2. Contingency budget is for unanticipated costs during construction. Contingency is intentionally set high because this is a planning level cost estimate.

3. Unit prices and total costs were based on Present Value dollars, assuming project will occur in 2024. Adjustments should be made for years beyond this calendar year if actual construction occurs in a later year.

4. This EOPC was prepared on the basis of SGM's experience and qualifications and represents SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's EOPC.



Figure 3-1. Existing Available Fire Flows

As shown in **Figure 3-1**, existing available fire flows throughout large areas of the Town are poor. This is generally due to low distribution system pressures, small diameter piping, and lack of looped piping in critical areas.

SGM modeled multiple improvement phases throughout the Town to determine their impact to fire flow availability. It was assumed that each successive phase includes the improvements performed during the previous phase. Fire flow maps for each improvement phase are included in **Appendix A**.

3.1.1 Fire Flow Availability: Phase 2 Improvements

The Phase 2 water distribution improvements include upsizing of distribution piping and additional pipe loop segments west of 6th Street, a combined 10,300 linear feet of piping at an estimated cost of \$4,652,000. Figure 3-2 reflects the proposed Phase 2 improvements and the associated available fire flows throughout Town.



Figure 3-2. Phase 2 Available Fire Flows

3.1.2 Fire Flow Availability: Phase 3 Improvements

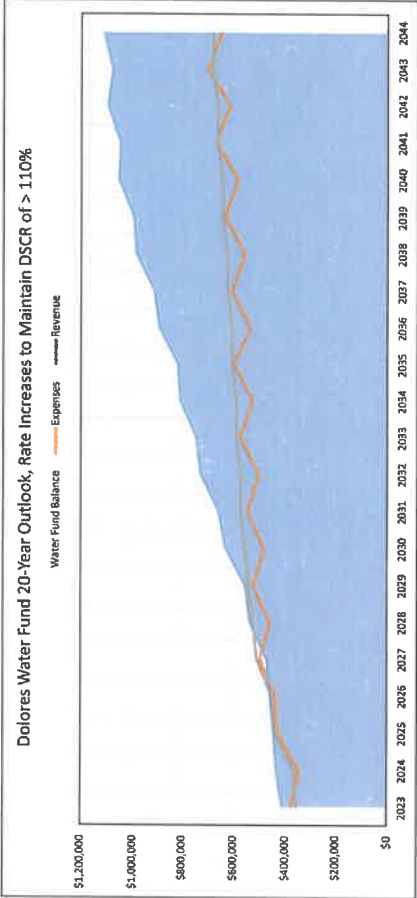
The Phase 3 improvements include upsizing of distribution piping and additional pipe segments between 6th Street and 12th Street, a combined 6,380 linear feet of piping at an estimated cost of \$2,889,000. Figure 3-3 reflects the proposed Phase 3 improvements and the associated available fire flows throughout Town.



Town of Dolores

Water Fund 20-Year Cash Flow Projection
Project: Waterline Upgrades Phase 2
Prepared by: Scott Forrester, PE - SGM
Date: May 22, 2023

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Revenue	\$353,540	\$364,146	\$486,975	\$450,085	\$508,596	\$523,854	\$539,569	\$555,756	\$572,429	\$589,602	\$589,602	\$589,602	\$607,290	\$607,290	\$625,509	\$625,509	\$644,274	\$644,274	\$663,602	\$663,602	\$683,510	\$683,510
OG&M Expenses	\$309,240	\$318,517	\$328,073	\$337,915	\$348,052	\$358,494	\$369,249	\$380,326	\$391,736	\$403,488	\$415,593	\$428,060	\$440,902	\$454,129	\$467,753	\$481,786	\$496,239	\$511,127	\$526,460	\$542,254	\$558,522	\$575,277
Capital Outlay	\$40,000				\$50,000		\$55,000		\$55,000		\$60,000		\$60,000		\$65,000		\$65,000		\$70,000		\$70,000	
Debt Service (Existing)	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409	\$24,409
Debt Service (SPF Loan)																						
Water Fund Balance	\$409,784	\$431,004	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334	\$73,334
Combined Expenses	\$373,649	\$342,926	\$425,816	\$435,658	\$469,389	\$456,237	\$554,583	\$632,269	\$660,219	\$731,416	\$747,682	\$811,480	\$820,124	\$893,848	\$913,269	\$983,657	\$993,357	\$1,053,170	\$1,046,977	\$1,094,990	\$1,076,644	\$1,111,942
Debt Service Coverage Ratio	18%	187%	111%	115%	113%	169%	118%	179%	129%	173%	117%	165%	109%	193%	126%	156%	113%	182%	97%	165%	75%	148%
Rate Increase		3%	20%	3%	13%	3%	3%	3%	3%	173%	3%	165%	3%	193%	126%	156%	3%	182%	3%	165%	75%	148%
Water Base Rate	\$33.34	\$34.34	\$41.21	\$42.44	\$47.96	\$49.40	\$50.88	\$52.41	\$53.98	\$53.98	\$55.60	\$55.60	\$57.27	\$57.27	\$58.99	\$58.99	\$60.76	\$60.76	\$62.58	\$62.58	\$64.46	\$64.46



Water Service Rates		
Existing 2023		
Rate	In-Town	Out-of-Town
Base Rate - 5,000 gals.	\$33.34	\$46.85
5,001 to 10,000 gals.	\$3.00	\$4.50
10,001 - 20,000 gals.	\$4.00	\$6.00
> 20,000 gals.	\$5.00	\$7.50

3% Increase in 2024		
Rate	In-Town	Out-of-Town
Base Rate - 5,000 gals.	\$34.34	\$48.26
5,001 to 10,000 gals.	\$3.09	\$4.64
10,001 - 20,000 gals.	\$4.12	\$6.18
> 20,000 gals.	\$5.15	\$7.73

20% Increase in 2025		
Rate	In-Town	Out-of-Town
Base Rate - 5,000 gals.	\$41.21	\$57.91
5,001 to 10,000 gals.	\$3.71	\$5.56
10,001 - 20,000 gals.	\$4.94	\$7.42
> 20,000 gals.	\$6.18	\$9.27

Loan Terms	
Phase 2 Project	
Estimated Cost	\$4,689,490
OG&A Grant	\$600,000
CO Congress. Direct.	
Spending Grant	\$750,000
Design Engineering Cost	\$444,715
Forgiveness	50%
Anticipated Loan Amount	\$1,437,388
Term (Years)	30
Rate	3%
Yearly Payment	\$73,334.45
Min. Debt Service Ratio	110%

Phase 1 Project (Existing)	
Premium	\$275,000
Term (Years)	15
Rate	4%
Yearly Payment	\$24,733.80
Total Payout	\$371,007.04
Yearly Principal Payment	\$18,307.00
Yearly Interest Payment	\$6,102.00
Remaining Premium	\$239,294.00
Current Month	23

Financing Plan

Below is the plan to finance Alternative 1 for a \$4,661,950 cost estimate.

Item Description

CDPHE Design Engineering Grant (awarded)	\$444,715*
Congressionally Directed Spending (pending 10-01-2023)	\$750,000
<u>DOLA EIAF Grant (Application due December 2023/decision March 2024)</u>	<u>\$1,000,000**</u>
<u>Subtotal Grants</u>	<u>\$2,194,715</u>
CDPHE Revolving Loan Amount	\$2,467,235
<u>50% Loan Forgiveness (approved)</u>	<u>\$1,233,717</u>
Anticipated Loan Amount	\$1,233,717

Term (Years) 30

Rate 3%

Yearly Payment \$68,658

Min Debt Service Ratio 110%

Water Base Rate Increase \$10.25 spread over three years.

*The loan agreement will trigger the \$444,715 CDPHE Design grant.

** SGM has the town acquiring a \$600,000 DOLA Grant rather than \$1,000,000.