



**AGENDA  
DOLORES COLORADO  
TOWN BOARD OF TRUSTEES MEETING  
JANUARY 27<sup>TH</sup> 2025, 5:30 P.M.**

**THE MEETING WILL BE HELD AT THE TOWN HALL 601 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>**

**Due to a change in Zoom, there are separate links for the 2<sup>nd</sup> and 4<sup>th</sup> Monday meeting of the Dolores  
Board of Trustees**

**WORKSHOP: 5:30 P.M.:**

- 1. Economic Development**
- 2. Business Questionnaire**
- 3. LOGO contest**

**BOARD MEETING 6:30 P.M.**

- 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. ACTION/APPROVAL OF THE CONSENT AGENDA: The Consent Agenda is intended to allow the Board by a single motion to approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a Board Member requests an item to be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be Considered under specific Agenda item numbers. **No consent agenda at this time.****

**7. REMOVED CONSENT AGENDA ITEMS:**

**8. 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](mailto:tammy@townofdolores.com) any time before the dated Board meeting.

**8.1** Deb Honaker

**9 STAFF/COMMITTEE REPORTS/PRESENTATIONS:**

**9.1 Judge Candidate:** Attorney Kristen Tarrin

**9.2 Judge Candidate:** Attorney Ethan Sumrall

**9.3 Managers Report:** Leigh Reeves

**9.4 Attorneys Report:** Jon Kelly

**9.5 Treasurers Report:** Kelley Unrein no report will be given.

**9.6 Commissioner:** Jim Candelaria

**10. TRUSTEES REPORTS AND ACTIONS: Please keep comment to 5 minutes**

**10.1** Mayor Chris Holkestad

**10.2** Trustee Kalin Grigg

**10.3** Trustee Sheila Wheeler

**10.4** Trustee Mark Youngquist

**10.5** Trustee Chris Curry

**10.6** Trustee Linnea Peterson

**10.7** Trustee Marie Roan

**12. ADMINISTRATIVE BOARD BUSINESS:**

**12.1 Discussion:** Easement Martin Built Homes

**13. UPCOMING BOARD, COMMITTEE AND SPECIAL GROUP MEETINGS:**

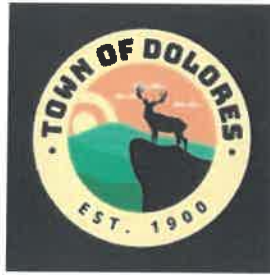
**13.1** Board Meeting February 10<sup>th</sup>, 2025, 5:30 p.m.

**13.2** Planning and Zoning Meeting February 4<sup>th</sup>, 2025, 6:30 p.m.

**13.3** Parks Advisory Committee February 13<sup>th</sup>, 2025, at 6:00

**13.4** Dolores Community Center Committee February 25<sup>th</sup>, 2025

**14. ADJOURNMENT:**



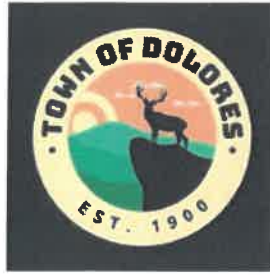
## **Town Manager's Report**

Date: January 22<sup>nd</sup>, 2025

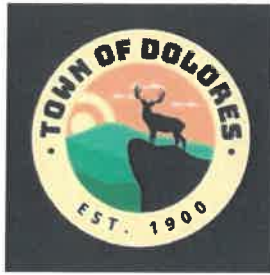
To: Board of Trustees

From: Leigh Reeves, Town Manager

- Met with Heather Alvarez, Town Manager Mancos, to discuss the CIP (Crisis Intervention Program) plan for this year. We have grant funding for this program to get us through until June 2025. She will be looking for grants to continue the project.
- I also met with two property owners and Chris Lopez from CHAFA (Colorado housing and finance association). CHAFA has money to help individual property owners get technical grants to help them understand what they could do with their property. We did this for our affordable housing program. Their property is directly East of the Exon Building, which currently has Kelly's Kitchen outside dining and the two silver trailers with a retail pop-up store. This space is in DMU, which by the LUC will require 30% commercial in any housing they might build. I am looking for input from the board about the interpretation of 30% commercial. Can the Kelly's Kitchen, Pop up store be used to fulfill this requirement. The LUC is not totally clear on this. Would you like me to investigate and bring back ideas?
- I am taking a leadership course offered by RUN (Rural Upskill Network). This class is offered through Fort Lewis College in conjunction with the LaPlata Economic Alliance. There are 3 locations that are housing the course and then we all get on a Zoom for 2 hours on Wednesdays for 6 weeks.
- I spoke with Leah Reed from GOCO. She helped me complete paperwork to get some of our GOCO money in advance so we can pay the first installment of \$184K to get the project started for the Bike/Skate parks.



- Additionally, I met with Jason Armstrong to prepare for next week's Economic Development workshop. In speaking with Trustee Curry he would like to discuss the idea of a questionnaire for people trying to open a business in Dolores, which coincides with the workshop.
- I was slightly delayed on Friday to the Colorado Wildfire Resiliency Board webinar by Owen Mcleer, who is our contact for the Daniels fund, which will help us rehab the baseball fields, but in a bathroom and a new scoreboard. This grant is designed around youth sports. He explained to me the qualifications we will need to win a grant from this organization.
- The Colorado Wildfire Resiliency Board explained their preliminary thinking around the new regulations regarding building codes, insurance rates and how to make individual properties more fire resilient. Trustee Wheeler, Roan, Peterson and Youngquist attended at townhall. There is a recording of this webinar. Please let me know if you would like a copy.
- Jake Carloni, Kelley and I met with the American Ramp Company Jan. 21st to set timelines and project needs, in-kind donations for time and material, to get this project started. The earliest will be late June with a date of completion no later than October 1st. The skate park will take 6-8 weeks and the bike park will take 3-4 weeks. Some of the work will go on simultaneously.
- We have two candidates to replace Judge Padilla to consider. I have attached their CVs for your perusal. The first candidate is Kristin Tarrin, she is the newly appointed Dolores County judge. She is originally from the four corners area. The other candidate is Ethan Sumerall, who graduated from Law School in 2022 and has several referrals for us to consider.
- The team and I have a weekly staff meeting at 8:30am on Thursdays. Please let me know if you would like to attend. We are currently setting our mission statement for the team, how we want to be perceived, and ways we can be more efficient. I have completed reviews and set SMART goals for all but two team members. I am working to get that



completed this week.

- David, Randy and I are meeting bi-weekly to complete construction standards for the town. Our previous standards were destroyed at some point. These are needed for the Phase II water projects and other large scale building projects.
- The property owner at 43 Porter Way, will get the go ahead to complete their engineered plans for their house. The Bureau of Recreation gave approval to move forward with the project. They will need to do several levels of study and engineering to ensure their property is built to withstand some flooding from the Mesa. We will require an easement so we can keep the culverts clean and clear of debris.
- You will see an article in the Journal about the Phase II water project. This will be in the Journal as an educational piece before the water bill goes into effect.
- We are providing a short version of Robert's rules as a refresher for those that may not know them well.
- We are also providing a copy of O577 as a refresher. A 2<sup>nd</sup> homeowner from 7<sup>th</sup> street will be at the meeting for a 5-minute presentation about this ordinance. She will be in the citizen to present to the board section.
- We also have an easement contract that was signed by the builder on the 15<sup>th</sup>/16<sup>th</sup> st duplexes. It is for your information.
- You will also find Jason Armstrong's presentation slides for discussion about economic development.
- Please don't forget the Board-to-Board meeting. We are hosting the Cortez Council, the Mancos Board, the County Commissioners and the Ute Mountain Ute tribe. It is like the one that many of you attended in Cortez last fall. We have noticed this meeting. We will have approximately 25 people in attendance.



- If it pleases the board our February workshop will be a discussion about the Community Center. I am working with Sarah Vass and Trustee Peterson to replace the non-working oven based on input from our last board meeting.
- We have closed the Affordable housing grant. We received our last payment of \$6258.14. We have officially put this one to rest. It was open for almost 3 years, when all of our input was done in 2022. Thank you to Kelley.
- We received the Bear proof trash can for Flanders Park located next to the restrooms.
- Kelley is redoing our documents for reporting to the board. The first meeting will have a budget analysis and the 2<sup>nd</sup> meeting of the month will focus on revenue and expenditures and sales tax reporting.
- Another item for input: As the zoning administrator, I've received a request regarding the possibility of building a tiny house on 7th St. This raises a broader question for consideration: Should we address tiny houses and tiny homes in our zoning regulations, particularly since state legislators are defining these terms?  
For context:
  - **Tiny houses** are 400 sq. ft. or more and comply with building codes.
  - **Tiny homes** are built on a chassis, making them mobile.
  - We have two options:  
Refer this matter back to Planning & Zoning (P&Z) for further review.  
Direct Jon to draft an ordinance to amend our current definitions, allowing tiny homes and houses to be built in Dolores.

**MCLAUGHLIN TARRIN LAW, LLC**

**KRISTEN TARRIN**  
**CFI/CLR/GAL/CFY**

PO Box 12  
 VAIL, CO 81658

**Kristen Tarrin**

(970) 343-2033

[kristen@tarrinlaw.com](mailto:kristen@tarrinlaw.com)

[www.tarrinlaw.com](http://www.tarrinlaw.com)

## Experience

### **State of Colorado**

Magistrate (Part Time in 22<sup>nd</sup> Judicial District)  
 County Court Judge, Dolores County

April 2023 to Present  
 January 2025 to Present

### **McLaughlin Tarrin Law, LLC, Vail Valley, Colorado**

Child and Family Investigator  
 Guardian ad Litem/Child Legal Representative  
 Attorney  
 Mediator

August 2021 to Present  
 July 2022 to Present  
 August 2021 to Present  
 August 2021 to Present

### **Pitler and Associates, P.C., Aurora, Colorado**

Child and Family Investigator  
 Associate Attorney  
 Mediator  
 Legal Intern/Law Clerk

January 2020 – August 2021  
 January 2007 – August 2021  
 August 2010 – August 2021  
 January 2005 – November 2005

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- **Child and Family Investigator (CFI)**
    - Investigate and provide recommendations pursuant to the Court's direction
    - Perform investigations consistent with Chief Justice Directive 04-08
    - Perform investigations consistent with § 14-10-116.5, C.R.S.
    - Provide testimony regarding written reports that were provided by this CFI
    - Case Types
      - Relocation
      - High conflict
      - Substance abuse
      - Domestic Violence
      - Grandparent Visitation/APR
  - **Attorney/Child Legal Representative (CLR)/Guardian ad Litem (GAL)/Counsel for Youth (CFY)**
    - Research and draft pleadings in a variety of areas of law
    - Court and mediation appearances
    - Meet with clients and interview witnesses
    - Oversee and supervise support staff; Train support staff
    - As a CLR and GAL, represent the best interest of the child or children
    - Perform investigations consistent with Chief Justice Directive 04-06

*Licensed in Colorado and Utah*

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## Education

**University of Denver Sturm College of Law, Denver, Colorado**  
Juris Doctor; L.L.M. Taxation, May 2006

**University of Colorado at Boulder, Boulder, Colorado**  
Bachelor of Arts in English, June 1991

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## Training/Alternate Experience

- 08/2024 – Annual Family Law Institute
- 10/12/23 – 10/14/23 – 2023 Child and Family Investigator Training (20 hours) (satisfies C.R.S. §14-10-127.5) (Presented by Josh Christian and Shawntal Tucker)
- 10/09, 10/23, and 10/23,24/23 – Child Abuse and Domestic Violence CFI/PRE Training (20 hours) (satisfies C.R.S. §14-10-127.5) (Presented by PsychLaw)
- 09/23,24,/2023 and 10/7,8/2023 – Affect of Child Abuse and Domestic Violence on Individual, Child and Family (20 hours) (satisfies C.R.S. §14-10-127.5) (Presented by Dr. Leo, Family Play Therapy)
- 09/2023 – Office of Child Representatives annual Fall Conference
- 08/11/2023 – Annual Family Law Institute; Presenter of breakout session: “So you want to Represent Children....”
- 07/21/2023 – Litigation and Evaluation Involving Abuse Allegations in Family Court Cases, *Institute on Violence, Abuse and Trauma* (satisfies C.R.S. §14-10-127.5)
- 02/16/2023 – OCR CORE Competencies Training II
- 09/12/2022 – OCR Annual Conference
- 08/2022 – Annual Family Law Institute
- 08/12/2022 – Private Guardian ad Litem Training – *Utah Office of Guardian ad Litem*
- 07/07/2022 – OCR CORE Competencies Training
- 05/2022 – Forensic Interview Clinic – *APSAC* (33.5 hours)
- 05/2022 – Interviewing Children with Disabilities – *APSAC* (12 hours)
- 04/2022 – Safe and Together, CORE Training (24 hours)
- 03/2022 – Consilium Institute Training
- 01/2022 – Interviewing Children with Non-Normative Needs and Unique Considerations
- 11/18/2021 and 12/9/2021 – Colorado Evaluators Training, *National Family Violence Law Center*
- 12/07/2021 – Medical Considerations of Child Maltreatment, *MDIC*

*Licensed in Colorado and Utah*



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### Other/Legal

- Consilium Institute Trained Attorney 
- Colorado Legal Services contract attorney (includes working with victims of DV)
- Lake/Summit County Advocates contract attorney (includes working with victims of DV)
- Co-author of winning appellee brief in *In re the Marriage of Nelson*, 292 P.3d 1214
- Author of several unpublished winning briefs for the Colorado Court of Appeals

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### Affiliations

- Member and past Vice President of Continental Divide Bar Association
- Member and past Treasurer of Colorado Women's Bar Association, Mountain Chapter
- Member Four Corners Bar Association
- Member Colorado Bar Association
- Member-at-Large, Executive Council, Family Law Section of the Colorado Bar Association
- Member Association of Family and Conciliation Courts (AFCC)

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For CFI Appointments:  
 Kristen Tarrin, #37974  
 McLAUGHLIN TARRIN LAW, LLC  
 P.O. Box 12  
 Vail, CO 81658  
 (970) 343-2033  
[kristen@tarrinlaw.com](mailto:kristen@tarrinlaw.com)

For CLR Appointments:  
 Fee Deposit Varies, please contact Kristen  
 Hourly rate: \$200

CFI Retainer: \$3250 / Hourly rate: \$200

Currently accepting private pay and state pay appointments (state pay in the 5<sup>th</sup>, 6<sup>th</sup>, 9<sup>th</sup>, and 14<sup>th</sup> Judicial Districts only).

Please allow for a ninety (90) day turnaround time unless previously agreed.

*Because I live in the mountains, if the parties live in the judicial district where the case is being heard, i.e. case is in the 18th Judicial District and the parties live in Greenwood Village, then I generally do not charge travel time. If one or both of the parties live in Colorado but more than an hour from the other (and outside of the judicial district), I will charge the time it takes to get from the courthouse to the party's home or from my office to their home, whichever is LESS. For relocation cases I do ask for an estimate of travel costs up front. If charging for drive time is required, I generally charge \$40 per hour for the drive time but I do reserve the right to charge up to the normal hourly rate of \$200.*

**AS A RULE, I ASK TO TESTIFY VIA WEBEX**

*Licensed in Colorado and Utah*

# ETHAN SUMRALL, ATTORNEY AT LAW.

ADDRESS: 140 CR 218, DURANGO, COLORADO 81303

MOBILE:(970) 422-2245 E-MAIL: ethan.sumrall@gmail.com, sumrallattorney@gmail.com

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## Profile and Objective

Energetic and Driven Attorney seeking Municipal Judgeship. Dependable, organized, and task-oriented team member who has displayed critical thinking and leadership skills setting myself apart from peers.

## Work Experience

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### Sumrall Law Office, LLC

November 2022 – Present

Associate

- Represent Misdemeanor and Felony Defendants in Courts across Southwest Colorado
- Solo and Second Chair Trial and Motions practice resulting in multiple dismissals and acquittals
- Represent Plaintiffs in Personal Injury cases

### Colorado Office of Alternative Defense Counsel

January 2023 - Present

- Represent indigent clients in Municipal and County Courts in Durango, Cortez, Pagosa Springs, the 6<sup>th</sup> Judicial District, and the 22<sup>nd</sup> Judicial District
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## Education

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### Juris Doctorate - University of New Mexico College of Law

Class of 2022

- Magna Cum Laude – 3.69 Cumulative GPA
- Student Trial Lawyers Association President
- National Trial Competition Team Member

### Bachelor of Arts in Criminal Justice – University of Arkansas, Fulbright College of Arts and Science

Class of 2015

- GPA – 3.39

## References

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### Beth Padilla

(970) 442-0288, beth@padillalawpractice.com

- Cortez Municipal Judge
- Private Practice

### Matthew Margeson

(970) 375-5025, matt.margeson@durangoco.gov

- Durango Municipal Judge
- Former 22<sup>nd</sup> Judicial District Attorney
- CFR Magistrate

### Drew Buffington

(970) 769-0442, drew@buffingtonlawLLC.com

- Cortez and Durango Municipal Prosecutor
- 22<sup>nd</sup> Judicial District Contract Prosecutor
- Private Practice

### Clayton Buchner

(970) 507-0227, cbuchner@pagosasprings.co.gov

- Pagosa Springs Town Attorney
- 6<sup>th</sup> Judicial District Felony Prosecutor
- United States Army Judge Advocate General Attorney
- Private practice

### Jeremy Reed

(303) 907-8789, jrmyreed@gmail.com

- District attorney for Colorado's 22<sup>nd</sup> Judicial District
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**ORDINANCE NO 577**

**SERIES 2024**

**AN ORDINANCE AMENDING TITLE 13 OF THE DOLORES MUNICIPAL CODE  
PERTAINING TO SEPARATE WATER AND SEWER LINES**

WHEREAS, Colorado Revised Statutes, § 31-15-401 grants general police powers to the Board of Trustees to promulgate ordinances for the health, safety, and welfare of the public, including regulation of lands owned by the Town within its corporate boundaries.

WHEREAS, Colorado Revised Statutes, § 31-35-402 grants general powers to the Board of Trustees to regulate public utilities including water, mains, and taps. promulgate ordinances for the health, safety, and welfare of the public, including regulation of lands owned by the Town within its corporate boundaries.

WHEREAS, there is a need to amend the Town’s ordinances pertaining to manner in which water lines and taps to the Town’s customers are regulated in order to achieve an equitable and fair result for those property owners who’s premises are currently served by single service line.

WHEREAS, the Board of Trustees, in order to promote the health, safety, and welfare of the public and regulate the Town’s water mains and taps and achieve a fair and equitable result for the citizens of the Town, wishes to amend Section 13.04.160 of the Dolores Municipal Code related to the circumstances in which separate connections are required.

WHEREAS, the additional minimum charge provide for herein is necessary to offset the financial burden to the taxpayers for increased impact to the Town’s water and sewer infrastructure.

NOW THEREFORE, BE IT ORDAINED BY TOWN OF DOLORES BOARD OF TRUSTEES THAT a new Chapter 13.04.160 to the Dolores Municipal Code as follows:

Section 1. Dolores Municipal Code Section 13.04.010 is amended to include the following definitions:

“PARCEL” MEANS A TRACT OF LAND OR LOTS(S) UNDER A COMMON OWNERSHIP.

“DWELLING UNIT” SHALL HAVE THE SAME MEANING AS PROVIDED IN THE DOLORES LAND USE CODE. FOR PURPOSES OF THIS CHAPTER EACH UNIT IN A TOWNHOME IS CONSIDERED A SEPARATE DWELLING UNIT.

“PIGGYBACK” MEANS THE PRACTICE OF CONNECTING MORE THAN ONE DWELLING UNIT ON A PARCEL OF LAND TO A SINGLE WATER OR SEWER SERVICE LINE.

ANY TERM THAT IS OTHERWISE UNDEFINED IN THIS CHAPTER 13 SHALL HAVE THE SAME MEANING AS SET FORTH IN THE DOLORES LAND USE CODE.

Section 2. Dolores Municipal Code Section 13.04.160 is repealed and replaced as follows:

**13.04.160 - Separate lines required.**

A. UNLESS OTHERWISE PERMITTED IN THIS CHAPTER OR THE TOWN'S ADOPTED BUILDING CODES, EACH DWELLING UNIT IS REQUIRED TO HAVE A SEPARATE WATER AND SEWER CONNECTION. THE PRACTICE OF "PIGGYBACKING" WATER AND SEWER LINES AND CONNECTIONS IS PROHIBITED. EACH DWELLING UNIT SHALL BE SERVED BY ITS OWN SERVICE LINE, AND NO CONNECTION WITH THE TOWN'S WATER UTILITY SHALL BE MADE BY EXTENDING THE SERVICE LINE FROM ONE DWELLING UNIT TO ANOTHER ON A PARCEL OF LAND. IT SHALL BE UNLAWFUL TO CONNECT WATER OR SEWER LINE FROM ONE PARCEL TO ANOTHER.

B. WHERE MULTIPLE DWELLING UNITS ON A SINGLE PARCEL HAVE BEEN SERVICED BY OR OTHERWISE "PIGGYBACKED" ON A SINGLE SERVICE LINE ON OR BEFORE JULY 8, 2024, SUCH USE MAY CONTINUE PROVIDED THAT:

(1) A SEPARATE MONTHLY MINIMUM FOR WATER AND SEWER USE SHALL BE CHARGED FOR EACH SUCH ADDITIONAL CONNECTION.

(2) THIS EXEMPTION ONLY APPLIES TO SITUATIONS IN EXISTENCE AT THE TIME OF THE ENACTMENT OF THE EFFECTIVE DATE OF THE JULY 8TH, 2024 AMENDMENT TO THIS SECTION.

(3) THE OWNER OF THE TAP SHALL BE LIABLE FOR ALL FEES AND CHARGES ASSESSED AGAINST SAID TAP. IN THE EVENT THE PIGGYBACKED WATER USER FAILS TO PAY THE NECESSARY MONTHLY FEES AND CHARGES, THE TOWN SHALL TERMINATE WATER SERVICE TO THE TAP IN ACCORDANCE WITH THE RULES AND REGULATIONS PROVIDED BY THIS CHAPTER.

(4) IN ADDITION TO ANY AND ALL OTHER REMEDIES THE TOWN MAY HAVE UNDER THIS CHAPTER, THE TOWN LEVIES A LIEN AGAINST THE OWNER OF SAID WATER TAP FOR ALL OTHER SERVICES INCURRED BY ANY PIGGYBACKED WATER CONNECTIONS AS THOUGH ASSESSED AGAINST SAID WATER TAP.

(5) ALL NOTICES FOR THE DELINQUENCY OF RATES AND CHARGES CONCERNING THE PIGGYBACK CONNECTION OR THE TAP USER'S CONNECTION SHALL BE MADE DIRECTLY TO THE TAP-HOLDER IN ACCORDANCE WITH THIS CHAPTER. THE TOWN MAY OR MAY NOT ELECT TO PROVIDE ADDITIONAL NOTICE TO THE ADDITIONAL TAP USER.

(6) THE LIEN RIGHTS AND NOTICE OF SHUT-OFF RIGHTS GRANTED TO THE TOWN UNDER THIS SECTION SHALL BE ENFORCED AS PROVIDED IN THIS CHAPTER BY THE TOWN.

(7) THIS EXEMPTION SHALL EXPIRE WHEN THERE IS A CHANGE OF OCCUPANCY OR LEVEL 3 ALTERATION TO ANY DWELLING UNIT SERVICED BY A PIGGYBACKED WATER OR SEWER LINE AS DEFINED BY THE APPLICABLE BUILDING CODES ADOPTED UNDER TITLE 15, IN WHICH CASE A SEPARATE METERED WATER LINE AND SEWER LINE SHALL BE REQUIRED TO BE INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY B.

- C. TOWNHOMES. A TOWNHOME, AS DEFINED IN THE DOLORES LAND USE CODE, THAT IS CONSTRUCTED AFTER JULY 8, 2024 SHALL BE CONSIDERED A SEPARATE DWELLING UNIT FOR PURPOSES OF THIS CHAPTER 13 REQUIRING A SEPARATE WATER AND SEWER LINE FOR EACH DWELLING UNIT.
- D. ATTACHED UNITS. ATTACHED ACCESSORY DWELLING UNITS, APARTMENTS, DUPLEXES, TRIPLEXES, COMMERCIAL PROPERTIES, HOTELS AND MOTELS MAY BE SERVICED BY A SINGLE WATER AND SEWER LINE, PROVIDED THAT THE TAP AND METER ARE SIZED AND ADEQUATE UNDER THE APPLICABLE PROVISIONS OF THE INTERNATIONAL PLUMBING CODE AND INTERNATIONAL BUILDING CODE ADOPTED BY THE TOWN UNDER TITLE 15.
- E. RV AND MANUFACTURED HOMES PARKS MAY BE SERVICED BY A SINGLE WATER AND SEWER LINE, PROVIDED THAT THE TAP AND METER ARE SIZED AND ADEQUATE UNDER THE APPLICABLE PROVISIONS OF THE INTERNATIONAL PLUMBING CODE AND INTERNATIONAL BUILDING CODE ADOPTED BY THE TOWN UNDER TITLE 15.
- F. WHEN REQUIRED BY APPLICABLE PROVISIONS OF THE INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL BUILDING CODE AND INTERNATIONAL FIRE CODE ADOPTED BY THE TOWN UNDER TITLE 15, A SEPARATE SERVICE LINE MAY BE REQUIRED FOR A FIRE SUPPRESSION SYSTEM.
- G. SUBMETERING MAY BE PERMITTED UPON APPROVAL BY THE PUBLIC WORKS DIRECTOR AND BUILDING OFFICIAL.
- H. Part of the commercial highway district located on Highway 145 (Railroad Avenue), Town of Dolores, electrical, water and sewer hook-ups with grease traps shall be allowed for mobile restaurant facilities.
- I. These electrical, water and sewer hook-ups shall not be temporary in nature, i.e. garden hose from residential or other building hose bib or through a hose into sewer clean out or electrical extension cords from building outlets but shall be in accordance with the exiting building electrical, plumbing codes and water and sewer ordinances of the Town of Dolores now in effect or as maybe amended from time to time.
- J. Hook-ups shall be installed and inspected pursuant to the applicable town electrical, building, and plumbing codes and town water and sewer ordinances.
- K. These hook-ups to existing structures without the purchase of an additional water and sewer tap shall be only when the owner of the business, which is run from the mobile facility or trailer, is the owner of the trailer or mobile facility and has control of the building through lease or ownership that the mobile facility/trailer received services from.
- L. This chapter does not authorize the temporary hook-up of food service or other trailers to existing water, sewer, or electrical sources through other temporary means.

Section 2. The Town Trustees hereby finds, determine, and declare that this Ordinance is promulgated under the general police power of the Town of Dolores, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Trustees further determine that the ordinance bears a rational relation to the proper legislative object sought to be attained.

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 5. This Ordinance shall take effect immediately upon adoption. The Town of Dolores Board of Trustees hereby find, determines and declares this ordinance is necessary for immediate preservation of the health, safety and welfare of its citizens.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 22<sup>ND</sup> day of July 2024, 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 8<sup>th</sup> day of July 2024.

DOLORS BOARD OF TRUSTEES:

By: \_\_\_\_\_

Mayor Chris Holkestad

Attest:

By: \_\_\_\_\_

Town Clerk Tammy Neely

Passed adopted and approved on the second and final reading this 22<sup>nd</sup> day of July 2024.

DOLORS BOARD OF TRUSTEES:

By: \_\_\_\_\_

Mayor Chris Holkestad

Attest:

By: \_\_\_\_\_

Town Clerk Tammy Neely

## Roberts Rules of Order – Simplified

### Guiding Principles:

- Everyone has the right to participate in discussion if they wish, before anyone may speak a second time.
- Everyone has the right to know what is going on at all times. Only urgent matters may interrupt a speaker.
- Only one thing (motion) can be discussed at a time.

A **motion** is the topic under discussion (e.g., “I move that we add a coffee break to this meeting”). After being recognized by the president of the board, any member can introduce a motion when no other motion is on the table. A motion requires a second to be considered. If there is no second, the matter is not considered. Each motion must be disposed of (passed, defeated, tabled, referred to committee, or postponed indefinitely).

### How to do things:

You want to bring up a new idea before the group.

After recognition by the president of the board, present your motion. A second is required for the motion to go to the floor for discussion, or consideration.

You want to change some of the wording in a motion under discussion.

After recognition by the president of the board, move to amend by

- adding words,
- striking words or
- striking and inserting words.

You like the idea of a motion being discussed, but you need to reword it beyond simple word changes.

Move to substitute your motion for the original motion. If it is seconded, discussion will continue on both motions and eventually the body will vote on which motion they prefer.

You want more study and/or investigation given to the idea being discussed.

Move to refer to a committee. Try to be specific as to the charge to the committee.

You want more time personally to study the proposal being discussed.

Move to postpone to a definite time or date.

You are tired of the current discussion.

Move to limit debate to a set period of time or to a set number of speakers. Requires a 2/3<sup>rd</sup>s vote.

You have heard enough discussion.

Move to close the debate. Also referred to as calling the question. This cuts off discussion and brings the assembly to a vote on the pending question only. Requires a 2/3<sup>rd</sup>s vote.

You want to postpone a motion until some later time.

Move to table the motion. The motion may be taken from the table after 1 item of business has been conducted. If the motion is not taken from the table by the end of the next meeting, it is dead. To kill a motion at the time it is tabled requires a 2/3<sup>rd</sup>s vote. A majority is required to table a motion without killing it.

You believe the discussion has drifted away from the agenda and want to bring it back.  
 "Call for orders of the day."

You want to take a short break.  
 Move to recess for a set period of time.

You want to end the meeting.  
 Move to adjourn.

You are unsure the president of the board announced the results of a vote correctly.  
 Without being recognized, call for a "division of the house." A roll call vote will then be taken.

You are confused about a procedure being used and want clarification.  
 Without recognition, call for "Point of Information" or "Point of Parliamentary Inquiry." The president of the board will ask you to state your question and will attempt to clarify the situation.

You have changed your mind about something that was voted on earlier in the meeting for which you were on the winning side.  
 Move to reconsider. If the majority agrees, the motion comes back on the floor as though the vote had not occurred.

You want to change an action voted on at an earlier meeting.  
 Move to rescind. If previous written notice is given, a simple majority is required. If no notice is given, a 2/3<sup>rd</sup>s vote is required.

**Unanimous Consent:**

If a matter is considered relatively minor or opposition is not expected, a call for unanimous consent may be requested. If the request is made by others, the president of the board will repeat the request and then pause for objections. If none are heard, the motion passes.

- **You may INTERRUPT a speaker for these reasons only:**
  - to get information about business –point of information to get information about rules– parliamentary inquiry
  - if you can't hear, safety reasons, comfort, etc. –question of privilege
  - if you see a breach of the rules –point of order
  - if you disagree with the president of the board's ruling –appeal
  - if you disagree with a call for Unanimous Consent –object

Quick Reference					
	Must Be Seconded	Open for Discussion	Can be Amended	Vote Count Required to Pass	May Be Reconsidered or Rescinded
Main Motion	√	√	√	Majority	√
Amend Motion	√	√		Majority	√
Kill a Motion	√			Majority	√
Limit Debate	√		√	2/3 <sup>rd</sup> s	√
Close Discussion	√			2/3 <sup>rd</sup> s	√
Recess	√		√	Majority	
Adjourn (End meeting)	√			Majority	
Refer to Committee	√	√	√	Majority	√
Postpone to a later time	√	√	√	Majority	√
Table	√			Majority	
Postpone Indefinitely	√	√	√	Majority	√



## Wildfire Resiliency Code Board

- Background
  - Changes in fire behavior in the US and CO specifically in the past 25 years, as well as an increase in population.
  - Statewide Codes are minimums
- Deadlines
  - Meetings began in 10/23, fire notice with draft rules/code 01/25
  - Public Hearings through April
  - Rules signed in May
  - Adopted by 07/25
  - Local jurisdictions have 90 days (10/01/25) to adopt
  - Compliance by 01/26 at the latest
- Scope/Application
  - Permitting/inspection of
    - New construction in wildland urban interface
    - Not applicable to larger 35 acres w/1 residential structure
  - 2 Code Requirements
    - Class 1: Low fire hazard (yellow)
      - Structure Hardening
        - Roofing: Class A
        - Gutter/downspout: noncombustible
        - Vents: 1/8" mesh openings, ignition resistant
      - Site Management
        - Signage and addressing
        - Retaining Walls: Noncombustible w/i 8' of structure
        - Fencing: Noncombustible or ignition resistant
        - Ignition zone 0-5' non combustible materials only
    - Class 2: Moderate-high fire hazard (orange and red)
    - Structure Hardening
      - Roofing: Class A
      - Gutter/downspout: noncombustible
      - Vents: 1/8" mesh openings, ignition resistant
      - Extra requirements for
      - Eaves
      - Exterior walls
      - Decking

- Windows and doors
  - Site Management
    - Additional requirement the SIZ distance changes
- Mapping
  - State maps v local maps (valid for 3 years)
  - Adopt state map or adopt local jurisdictional map
  - Developer will need to work with building inspector to address vegetation
  - Wildfire risk maps currently used by the state
  - Next Steps
    - Continued town hall meetings every Friday (Jan-Feb)
      - Dates and times posted on FB
      - Recording of meeting available online
    - Committee meetings
    - April Hearings begin
    - May 10: Signing and approval of the codes

Email: [Cdps\\_dfpc\\_wrcb@state.co.us](mailto:Cdps_dfpc_wrcb@state.co.us)

Comments and Q&A:

Q: Who is responsible for governance? Specifically unincorporated areas?

A:

Q: Who is responsible for signage?

A:

Q: Do these codes actually build fire resiliency?

A:

Q: How does this code help related to the rising insurance costs?

A:

Q: Areas of applicability,

A: Draft state map is shared (Dolores image is attached).

Q: How do we apply the rules to mixed classes or areas that aren't drafted?

A: If a portion of a parcel is within the parcel then the class would apply to the entire property. Some neighborhoods will have multiple classes.

Q: How often will maps be updated?

A: Mapping will be updated at a minimum every 3 years.

Q: What about historical buildings?

A: A decision has not been made on this topic. The decision may be left up to the local jurisdiction. "This is not a retrofit code. The code is to apply to new development and significant additions on the exterior or creating an added aspect of the building."

Q: Is agricultural land exempt?

A: A decision has not been made on this topic.

Comment: This is another layer of cost that is adding to the unaffordability of housing.

Q: How are private lands going to compete with nonprivate lands if they aren't being held to the same standards?

A: We don't have the authority to enforce a state code on federal land.

Comment: isn't this leaving out a large portion of our fire mitigation? Why aren't we addressing it at the source, highly flammable forests, surrounding our communities?

A: By stature this board is unable to address this issue, will pass on the Colorado Fire Board.

Comment: This code is increasing the costs of building by \$50k-\$60k, it is making building inaccessible. The young and the workforce are being pushed out by these regulations.

A: "We are working with organizations to identify the cost implementation will be at the builder's level. We are paying attention to the final cost of implementation. The goal is to get a general cost to the state."

Q: Is this going to trigger any further codes, specifically energy codes in communities that don't already have codes.

A: Team is working to work through overlaps/conflict and to determine whether this code will trigger energy code requirements. Will be posted on website when decisions are made.

A: This is a statewide minimum code requirement, so this code will apply to areas without a current building code. This is thought of as a wildfire mitigation code, not a building code. If unable to pay for the code, reach out to the Department of Fire and Protective Services.

Q: Does this affect fire suppression and sprinklers?

A: This is determined by the Wildland Urban Interface Code; this code is to address external structures.

Q: Is vinyl in or out?

A: Chapter 3 of the code addresses structural hardening. Section 303.3 is noncombustible material (so no vinyl). Vinyl fencing tends to melt and drop into place, so is an exception. Vinyl siding will also melt, so it will be moving from the outside, in, so it and gutters are not allowed. Risk and cost were both considered in the conversations related to all substances in structure hardening.

Q: Are you going to be providing the list of CalFire products?

A: Not at this time

Q: What funding is available?

A: NEME/BRIC new FEMA grants. (We are already looking if these would benefit the town).

Q: Who is responsible for enforcing specifically for landscaping? How do site conditions work with thresholds? If there is an existing structure how will vegetation near the building be affected?

A: "What you touch is what is applicable to the rules. So if you are working on a deck, landscaping near the house are not applicable, but site management around the deck would need meet the requirements."

Comment: We haven't dictated who in each jurisdiction is responsible for enforcing the different aspects of the code. The local jurisdiction will need to make decisions regarding enforcement.

Website Link and Map attached to the email

**Development Agreement**  
**Town of Dolores**

This Development Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of February, 2023 (the "Effective Date"), by and between the Town of Dolores, a Colorado municipal corporation with an address of P.O. Box 630, Dolores, CO 81323 (the "Town"), and Martin Built Homes, LLC, a Colorado Limited Liability Company with an address of 244 Bauer Ave., Mancos CO 81328 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, Developer is the owner of the real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

Whereas, Developer wishes to develop the Property (the "Development"), and has obtained approve of the Board of Trustees of the Town of Dolores on May 23, 2022 pursuant to a development application they filed; and

Whereas, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval of the Development, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare of the Town and accurately reflect the conditions the Board of Trustees imposed as a condition of its approval of the Development.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the improvements for the Development. All conditions in this Agreement are in addition to any requirements of the Dolores Municipal Code (the "Code"), state law and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. **Construction of Improvements.**

a. **General.** Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation curbs, gutters, sidewalks, landscaping, irrigation, fencing, lighting, water, sewer, culvert, and drainage facilities (collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any necessary Improvement from **Exhibit B** does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement.

b. **Construction Standards.** Developer shall construct the Improvements in accordance with plans approved by the Town (the "Plans"), as well as the Town's Standards and Specifications for Design and Construction of Public Improvements (the



"Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements. These services shall be performed by or under the supervision of a professional engineer licensed by the State of Colorado.

c. *Public Improvement Permit.* Before the construction of any Improvements, Developer shall obtain a Public Improvement Permit ("PIP") from the Town as provided in the Code. If the application is complete and complies with the approved plans and the Standards, the Town will issue the PIP. Developer shall reimburse the Town for any expenses incurred by the Town for consultant review of the application or associated documents. Unless otherwise approved by Town, overlot grading shall not be initiated until the Town approves drainage improvement plans by the issuance of the PIP.

d. *Permits.* Developer shall, at its own cost, obtain all permits required by the applicable building codes adopted by the Town of Dolores.

e. *As-Built Drawings.* Upon completion of construction of the Improvements, Developer shall provide the Town with complete "as-built" drawings in the form required by the Standards.

f. *Applicable Law.* Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

3. **Timing and Phases.** The parties agree that the Developer will install all sewer lines to the Town specifications as required under this agreement for the development prior to commencing any other work (Phase 1). Once the sewer lines have been properly installed, inspected and accepted by the Town, the Developer will construct



the two buildings on the southern portion of the subject property (Phase 2). As a condition of issuing a certificate of occupancy for these two structures, the Developer will complete the fencing for these units. Thereafter the Developer may commence construction on the final north two buildings (Phase 3). Issuance of the building permits and certificates of occupancy for the final structures is contingent on the installation of all sidewalks, culvert and full compliance with the requirements set forth in Exhibit B. The Developer agrees that Phases 1 and 2 shall be completed such that the sewer lines for all phases and the first two structures are ready for occupancy not later than June 30, 2024. The parties agree that Phase 3 and all sidewalks and the culvert shall be completed and installed and ready occupancy note later than December 31, 2024.

4. Acceptance of Improvements and Warranty.

a. *Initial Acceptance.* No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. All Improvements shall receive Initial Acceptance on the deadlines set forth above.

i. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

b. *Warranty.* For all Improvements to be dedicated to the Town, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance (the "Warranty Period"). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.



5. Maintenance.

a. *Improvements.* Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer. Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations to the District or any other entity, including an owners' association, Developer shall obtain prior written approval from the Town.

b. *Vacant Lots/Tracts.* Developer shall be responsible for maintenance, including without limitation weed control and debris removal, on all vacant lots/tracts until such time as such lots/tracts are developed.

7. Reimbursement. Developer shall reimburse the Town for the cost of improvements not covered by the Improvement Guarantee constructed by the Town in the event that that the Developer fails to fulfill its obligations under this agreement.

8. Issuance of Building Permits. Prior to the issuance of any building permits, all of the following Improvements shall be installed and shall have received preliminary approval from the Town, which requires a finding by the Town Engineer that such Improvements are safe to be used during construction: sewer, water; wastewater; drainage facilities; and lighting, provided that such streetlights may be temporary at the time of issuance of building permits, but must be permanent prior to issuance of any certificates of occupancy.

9. Indemnification. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Improvements (the "Claims"); and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim arising out of or related to ant Claims. In addition, Developer shall pay all property taxes on property underlying the Public Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability.

10. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending





or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

11. Breach.

a. *Remedies.* If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The Town's remedies include without limitation:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A demand that the Improvement Guarantee be paid or honored; or
- iv. Any other remedy available at law or in equity.

b. *Notice.* Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Improvement Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach.

c. *Nature of Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

12. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be in Montezuma County, Colorado.



c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

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

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

i. *Recordation.* This Agreement shall be recorded in the real estate records of the Boulder County Clerk and Recorder, and shall be a covenant running with the Property.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.



In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Dolores, Colorado**

\_\_\_\_\_  
Ken Charles, Town Manager

**Martin Built Homes, LLC, by:**

*Josh Martin: owner*

State of Colorado     )  
                                  ) ss.  
County of Montezuma    )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 10 day of July, 2023, by Josh Martin as the owner of Martin Built Homes, LLC

My commission expires: 08.24.2025

(Seal)

LATISHA M. MUZZY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174035560  
MY COMMISSION EXPIRES 08/24/2025

*Latisha M. Muzzy*  
\_\_\_\_\_  
Notary Public



## **Exhibits List**

### **Exhibit A – Legal Description**

Hillside Ave Townhomes Subdivision, according to the plat thereof as amended. Town of Dolores. County of Montezuma. State of Colorado.

### **Exhibit B – Improvements**

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Page: 8 of 8 R 48.00 D 0.00 T 48.00  
Kim Percell Clerk/Recorder, Montezuma County, Co  
