



AGENDA

DOLORES COLORADO TOWN BOARD OF TRUSTEES MARCH 13TH, 2023, 6:30 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>

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. ACTION/APPROVAL OF THE CONSENT AGENDA: The Consent Agenda is intended to allow the Board by a single motion 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.

7.1 Minutes from: February 13th, 2023, Board meeting

7.2 Minutes from: February 27th, 2023, Board Workshop/Meeting.

7.3 Proceedings for the month of February 2022

7.4 Liquor License Renewal for a Retail Liquor Store: GST Liquors Inc.

8. REMOVED CONSENT AGENDA ITEMS:

9. STAFF REPORTS/PRESENTATIONS:

(For the record The Building Official, and Public Works have submitted reports to the packet).

9.1 Managers' Report: Manager Ken Charles

9.2 Sheriffs' Report: Sheriff Steve Nowlin

9.3 Attorney's Report: Attorney Jon Kelly

9.4 Treasurers Report: Tricia Gibson

10. ADMINISTRATIVE BOARD BUSINESS:

10.1 Discussion/Presentation Resolution Draft/MOU: Authorizing the Town Manager to enter into an agreement with ONWARD a legacy foundation DBA Lost Canton Bike and Skate Park Committee to plan and fundraise for the construction of a bike park in Joe Rowell Park.

10.2 Discussion: Flood preparedness.

10.3 Discussion on Economic Development

10.4 Discussion: Dolores Community Center: Proposal for the Town of Dolores to enter into an agreement with the Dolores Community Center Association, for property lease located at 400 Riverside Avenue (The Community Center).

11. BOARD/COMMISSIONS:

11.1 Parks/Playground Advisory Committee: Report on GOCO de-briefing conversation

11.2 Planning and Zoning Committee:

11.3 Attainable Housing Task Force:

12. OUTSIDE ORGANIZATIONS:

12.1 Chamber of Commerce: Susan Lisak

12.2 Montezuma County Commissioner: Jim Candelaria

13. PUBLIC HEARINGS:

13.1 Public Hearing: Ordinance 563 Series 2023: Amending Title 5 of the Town of Dolores Code, pertaining to business licenses.

14. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:

14.1 Action/Approval Second/Final Reading of Ordinance 563 Series 2023: amending Title 5 of the Dolores Municipal Code pertaining to business licenses.

14.2 Action/Approval Resolution R522 Series 2023: Accepting the award of the Colorado Department of Transportation Revitalizing Main Street Opportunity 2 (small grants) Program Grant.

15. TRUSTEES REPORTS AND ACTIONS:

16. UPCOMING AGENDA ITEMS FOR: March 27th, 2023, Board Meeting. No workshop will be held.

17. ADJOURNMENT:

CONSENT AGENDA



AGENDA

DOLORES COLORADO TOWN BOARD OF TRUSTEES FEBRUARY 13TH, 2023, 6:30 P.M.

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

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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.

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7.1 Minutes from: January 9th, 2023, Board meeting

7.2 Minutes from: January 23rd, 2023, Board meeting

7.3 Proceedings for the month of January 2023

8. REMOVED CONSENT AGENDA ITEMS:

9. STAFF REPORTS/PRESENTATIONS:

(For the record The Treasurer, Building Official, and Public Works have submitted reports to the packet).

9.1 Managers' Report: Manager Ken Charles

9.2 Sheriffs' Report: Sheriff Steve Nowlin

9.3 Attorney's Report: Attorney Jon Kelly

10. ADMINISTRATIVE BOARD BUSINESS:

10.1 Discussion Town Project Updates:

A JRP Master Plan/Bike & Skate Park Committee Presentation

B Affordable Housing

10.2 Discussion: Highway 145 Snow removal

10.3 Action: Declaring a vacancy for the Town Treasurer position.

11. BOARD/COMMISSIONS:

11.1 Parks/Playground Advisory Committee:

11.2 Planning and Zoning Committee:

11.3 Attainable Housing Task Force:

12. OUTSIDE ORGANIZATIONS:

12.1 Chamber of Commerce: Susan Lisak

12.2 Montezuma County Commissioner: Jim Candelaria

13. PUBLIC HEARINGS: None at this time

14. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:

14.1 Action/Approval Resolution R519 Series 2023: Approving the transfer of Galloping Goose NO. 5 from the Town of Dolores to the Galloping Goose Historical Society.

14.2 Action/Approval Resolution R520 Series 2023; in support of a site evaluation for 19th Street properties for affordable housing development.

14.3 Action/Approval Ordinance 562 Series 2023, first reading; amending Title 12 of the Dolores Municipal Code to regulate the public use of the Town's Escarpment Properties.

14.4 Action/Approval Ordinance 563 Series 2023, first reading, amending Title 5 of the Dolores Municipal Code pertaining to business licenses.

15. TRUSTEES REPORTS AND ACTIONS:

16. UPCOMING AGENDA ITEMS FOR:

17. ADJOURNMENT:

CONSENT AGENDA



MINUTES

DOLORS COLORADO TOWN BOARD OF TRUSTEES FEBRUARY 13TH, 2023, 6:30 P.M.

THE MEETING WAS HELD AT TOWN HALL 420 CENTRAL AVENUE.

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<https://townofdolores.colorado.gov>

1. **CALL TO ORDER:** Mayor Reeves opened the meeting at 6:30 p.m.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL** Board Member present: Mayor Leigh Reeves, Trustees Duvall “Val” Truelsen, Kalin Grigg, Sheila Wheeler, Mark Youngquist, and Chris Holkestad. Trustee Andy Lewis appeared virtually.
3.1 **Staff Present:** Manager Ken Charles, Clerk Tammy Neely, Building Official David Doudy, and Attorney Jon Kelly.
4. **ACTION/APPROVAL OF THE AGENDA:** *Trustee Youngquist moved to approve the agenda, seconded by Trustee Holkestad. Motion was approved unanimously.*
5. **IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.** No conflicts were identified.

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. There was no comment from the public.

7. ACTION/APPROVAL OF THE CONSENT AGENDA: The Consent Agenda is intended to allow the Board by a single motion 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.

7.1 Minutes from: January 9th, 2023, Board meeting

7.2 Minutes from: January 23rd, 2023, Board meeting

7.3 Proceedings for the month of January 2023

Trustee Wheeler moved to approve the consent agenda, seconded by Trustee Truelsen. Motion passed

unanimously.

8. REMOVED CONSENT AGENDA ITEMS: No items were removed

9. STAFF REPORTS/PRESENTATIONS:

(For the record The Treasurer, Building Official, and Public Works have submitted reports to the packet).

9.1 Managers' Report: Manager Ken Charles updated the Board on the upcoming agenda. Other updates are as follows:

- A virtual walk through with Eric Simmons from the Dolores Fire District with prospective vendors (5) interested in in bidding on the Early Warning Sirens. The deadline for submitting bids is February 18th, 2023.
- Notice from the Federal Emergency Management Agency sent notice that they have approve a grant for \$59,240.00 to install a backup generator at the Water Treatment Plant. The Towns match budgeted will be \$17,000.00 included in the 2023 projects.
- An agreement was signed with Colorado Water Resources and Power Authority for a \$10,000.00 planning grant that will allow SGM Engineers to produce the Project Needs Assessment. If the Town chooses not to pursue a loan, the town will NOT be required to pay back the grant.
- January Retreat: The Board discussed whether the town should become involved on economic development and what form it should take. The Board expressed interest in being active in developing the economy. A workshop is scheduled on February 27th, 2023, for Region 9.
- A payment was made to Region 9 for \$2109.00. The amount reflects a \$1300.00 increase from last year due to the merger of the Southwest Colorado Council of Government (SWCCOG) with Region 9 in 2022. Manager Charles encouraged the Board to look at Region 9 as an effective organization for economic development.
- Fishing is Fun Project: The Aquahab consultant has informed the Manager that she is unable to finish the project due to an illness in the family. This is a significant setback as this type of river habitat restoration is a specialized skill set and she had thirty years' experience. She did leave a few contacts.

9.2 Sheriffs' Report: Sheriff Steve Nowlin was unavailable but did submit a report for calls of service.

9.3 Attorney's Report: Attorney Jon Kelly will speak later in the agenda on several items.

10. ADMINISTRATIVE BOARD BUSINESS:

10.1 Discussion Town Project Updates:

A JRP Master Plan/Bike & Skate Park Committee Presentation. Manager Charles reviewed the funding for the JRP project and budget details. A grant application was made to GOCQ for the amount of 1,000,000.00. The total estimated cost \$1,446,748.00. A project budget was submitted in the packet for the record. Jacob Carloni presented to the Board a projection of the Bike Park.

B Affordable Housing: The Dolores Housing Taskforce met on January 31, 2023. The Task Force viewed the presentation and recommendations of David Bruce, Rural Homes project Manager. The

presentation consisted of three town owned sites which were 19th street, Hillside, and 19th and Railroad along with the former Forest Maintenance yard east of Town. Manager Charles has scheduled a meeting with Elizabeth Garvin the Land Use Code Planner for February 22nd, 2023. The Task Force will be visiting Norwood Colorado to see the units that are currently being built.

10.2 Discussion: Highway 145 Snow removal: Manager Charles discussed options for snow plowing highway 145, with CDOT Programs Manager John Palmer. Several towns have an agreement with CDOT to plow the snow to the middle of the highway. It would be the Towns responsibility to remove it from the middle within a twenty-four-hour period. This would result in back streets being plowed at a much later time. Manager Charles asked CDOT if they could move the snow to the other side of the highway to keep the bike lane clear, CDOT would need the temperatures to be above freezing as the system moves snow to allow for melting. Other snow removal points: If the Town hired contracted snow removal it would be expensive. A private contract would consist of two dump trucks and a front-end loader for 2-3- days. This would cost \$2800.00/day minimum. Manager Charles and Public Works Director Randy McGuire recommend not to pursue this option this time.

10.3 Action: Declaring a vacancy for the Town Treasurer position. Treasurer/Finance Manager Tricia Gibson has announced that she will be vacating her position some time in March.

11. BOARD/COMMISSIONS:

11.1 Parks/Playground Advisory Committee: The minutes for the January 12th, 2023, was submitted for the record.

11.2 Planning and Zoning Committee: The Planning and Zoning Committee minutes were submitted for the record as well as a supplemental report from Chair Linda Robinson.

11.3 Attainable Housing Task Force: Was previously visited.

12. OUTSIDE ORGANIZATIONS:

12.1 Chamber of Commerce: Susan Lisak was not available for comment.

12.2 Montezuma County Commissioner: Jim Candelaria was not available for comment.

13. PUBLIC HEARINGS: None at this time

14. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:

14.1 Action/Approval Resolution R519 Series 2023: Approving the transfer of Galloping Goose NO. 5 from the Town of Dolores to the Galloping Goose Historical Society. Attorney Jon Kelly introduced the resolution. He explained some amendments and conditions of the contract.

Trustee Youngquist moved to approve resolution R519, seconded by Trustee Wheeler. Motion carried unanimously.

14.2 Action/Approval Resolution R520 Series 2023; in support of a site evaluation for 19th Street properties for affordable housing development. This was visited previously in the meeting. Attorney Kelly clarified a few points of the resolution. *Trustee Holkestad moved to approve Resolution R520 Series 2023, seconded by Trustee Youngquist. The motion passed unanimously.*

14.3 Action/Approval Ordinance 562 Series 2023, first reading; amending Title 12 of the Dolores Municipal Code to regulate the public use of the Town's Escarpment Properties. Attorney Kelly

introduced the resolution. Sheriff Nowlin previously gave his opinion opposing some of the escarpment of the Towns property being open to the public, because of issues concerning public safety. The Sheriff explained previously that there were several areas that were being used for drug deals, being vandalized, and could be a safety issue for the schools and water tank. Trustee Wheeler expressed concern of hikers walking on the cliff area and releasing rocks. Attorney Kelly stated that the area was not accessible, and it would be part of the area the Sheriff wanted restricted. Attorney Kelly went over several sections of the Ordinance. The final decision is to table the discussion until the Sheriff can give additional feedback.

14.4 Action/Approval Ordinance 563 Series 2023, first reading, amending Title 5 of the Dolores Municipal Code pertaining to business licenses. Attorney Kelly introduced the ordinance. The Colorado state legislature changed the law that businesses not physically located in the Town of Dolores may register the business but are exempt from paying the \$25.00 fee. The Town is statutory and Title 5 of the Dolores Code needs updated. *Trustee Youngquist moved to approve the first reading of Ordinance 563 Series 2023, seconded by Trustee Holkestad. Motion carried unanimously.*

15. TRUSTEES REPORTS AND ACTIONS: No reports or actions were made.

16. UPCOMING AGENDA ITEMS FOR: No items were provided

17. ADJOURNMENT: Mayor Reeves adjourned the meeting at 8:50 p.m.

Mayor Leigh Reeves

Town Clerk Tammy Neely



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES WORKSHOP/MEETING

FEBRUARY 27TH, 2023 5:30 P.M.

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

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WORKSHOP 5:30 Dinner will be served.

1. Region 9 Economic Development: Strategies for small towns and General Region 9 Updates.

BOARD MEETING 6:30

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:

No items on the consent agenda at this time

8. STAFF REPORTS:

8.1 Manager: Ken Charles

8.2 Attorney: Jon Kelly

8.3 Treasurer: Tricia Gibson

9. DISCUSSION/ACTION ORDINANCE AND RESOLUTIONS:

9.1 Action/Approval Resolution R521 Series 2023: Awarding contract to SGM Inc. Planning Service as required by the Colorado Department of Public Health & Environment (CDPHE) State Revolving Fund (SRF) Loan Program and authorizing the Town Manager to Execute a contract for services on behalf of the Town.

10. ADMINISTRATIVE BUSINESS AND PRESENTATIONS:

10.1 Discussion: Update on Human Resources

10.2 Action/Discussion: OPIOID Settlement

10.3 Discussion: JRP/Bike Park

10.4 Discussion: Broadband Initiative

11. FUTURE AGENDAS:

11.1 P&Z meeting March 7th, 2023

11.2 Parks meeting March 9th, 2023.

11.3 Board meetings: March 13th & meeting/workshop 27th, 2023.

12. TRUSTEES REPORTS AND ACTIONS:

13. ADJOURNMENT:



MINUTES

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES WORKSHOP/MEETING

FEBRUARY 27TH, 2023 5:30 P.M.

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WORKSHOP 5:30

REGION 9 Economic Development: Heather Otter of Region 9 Economic Development presented strategies for economic development in small towns. She visited several points of economic development such as:

- Broadband
- Small businesses
- Small business loans
- Relationship between Region 9 and small towns
- Economic structure for small towns

She encouraged the Board to look at the Town of Dolores's economic needs.

BOARD MEETING 6:30

1. CALL TO ORDER: Mayor Reeves called the Board meeting to order at 6:37 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Board Members present: Mayor Leigh Reeves, Trustees Mark Youngquist, Chris Holkestad, Andy Lewis, Kalin Grigg, Sheila Wheeler, and Duvall 'Val' Truelsen.

3.1 Staff: Manager Ken Charles, Town Clerk Tammy Neely, Clerk Ann Swope, Attorney Jon Kelly, and Treasurer Tricia Gibson.

4. ACTION/APPROVAL OF THE AGENDA: *Trustee Holkestad moved to approve the agenda, seconded by Trustee Wheeler. Motion was approved.*

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST. No conflicts were identified.

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. No comments were made from the public.

7. CONSENT AGENDA:

No items on the consent agenda at this time

8. STAFF REPORTS:

8.1 Manager: Ken Charles reviewed the upcoming items on the agenda. General Updates are as follows:

- The Town received one proposal for construction and installing the two early warning signs. The proposal came from Security Siren Inc. out of Penrose Colorado. A resolution will be presented at the March meeting to award the contract.
- Fishing is Fun Project: There are some contacts available that could be interested in completing the project.
- The Towns website contractor created a Project link that provides information on projects such as affordable housing, fishing is fun, and Phase II of the water project.
- The application for the GOCO grant on the JRP project was unsuccessful. A debriefing with GOCO Staff could determine how to improve the project. The Manager and Town Attorney met with the Bike Park committee to discuss next steps and how the Town and Committee can coordinate efforts. Manager Charles and Jacob Carloni had a conference with the American Ramp Company. Recommendations for the Town moving forward with a sole source award versus a competitive bid process as the bike group has been working with ARC. American Ramp Company comes with a good background.

8.2 Attorney: Jon Kelly addressed some legislative items from the state.

- Gender and non-gender restroom facilities. This could possibly show up in the budget, for renovating new restrooms in the town offices, parks, and other public facilities pertaining to the town.
- Affordable housing tax credits.
- Distribution change of severance taxes, in home municipalities and counties.

8.3 Treasurer: Tricia Gibson presented results of the credit card and eft usage. She reported on the Low Income Household Water Assistance Program (LIHWAP). It has been successful in helping low-income residents.

9. DISCUSSION/ACTION ORDINANCE AND RESOLUTIONS:

9.1 Action/Approval Resolution R521 Series 2023: Awarding contract to SGM Inc. Planning Service as required by the Colorado Department of Public Health & Environment (CDPHE) State Revolving Fund (SRF) Loan Program and authorizing the Town Manager to Execute a contract for services on behalf of the Town. Manager Charles introduced the resolution. He focused on the project background. In 2018 SGM prepared a master plan for waterline replacement. The Town of Dolores followed SGM's recommendations and is entering Phase II of the plan. The proposed scope of work will include project management, environmental reviews, and project needs assessment. Presented in the packet was:

- SRF Loan Program Steps
- Engineering Services Fee Estimate
- SGM's 2023 hourly rate schedule.

Trustee Youngquist moved to approve Resolution R521 Series 2023, seconded by Trustee Holkestad. Motion was approved unanimously.

10. ADMINISTRATIVE BUSINESS AND PRESENTATIONS:

10.1 Discussion: Update on Human Resources. Treasurer Tricia Gibson introduced her replacement, Heather Robertson. Manager Charles also announced that Public Works Department has hired two replacements. Landen Meier, and Seledon DeHerrera (Sel). Attorney Kelly reminded the Board that the Treasurer position is a statutory office and will need a resolution to appoint by the Board of Trustees.

10.2 Action/Discussion: Attorney Kelly reviewed the OPIOID settlement. In previous meeting the Board approved the funding from the settlement be combined with other government entities to approve a regional treatment center Southwest OPIOID District (SWORD). In the packet are releases from that settlement. *Trustee Youngquist moved to approve the five settlements, seconded by Trustee Lewis. Motion was approved unanimously.*

10.3 Discussion: JRP/Bike Park. Manager Charles and Attorney Kelly attended the Skate Park meeting. The group will be working closely with the Parks/Playground Committee, Town Staff, and American Ramp Company. Some of the strategies were addressed as follows:

- An MOU will be needed with the Town, Bike Park Group for paying vendors. An MOU between ONWARD and the Town.
- Town will put out an RFP for vendors.
- The Bike/Skate Park will need to have an agreement with local organizations for maintaining the dirt track and jumps.
- Grant Writing, must be clear of the mechanics so that grantors know to cut checks to the Town of Dolores, in turn they will pay the vendors.
- A letter of support will be needed from the Town of Dolores and Parks/Playground Committee.

10.4 Discussion: Broadband Initiative, the Board briefly visited the importance of internet and having broadband in communities.

11. FUTURE AGENDAS:

11.1 P&Z meeting March 7th, 2023

11.2 Parks meeting March 9th, 2023.

11.3 Board meetings: March 13th & meeting/workshop 27th, 2023. A workshop will not be held.

12. TRUSTEES REPORTS AND ACTIONS:

13. ADJOURNMENT: Mayor Reeves adjourned the meeting at 7:45 p.m.

Mayor Leigh Reeves

Town Clerk Tammy Neely

TOWN OF DOLORES
 Check Register
 Reporting All Cash Accounts
 From: 2/1/2023
 To: 2/28/2023

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
27161		02/03/2023		JON LEWIS KELLY, P.C.	FEBRUARY12023		\$2,962.50	
27162		02/03/2023		LUCAS SANCHEZ	FEBRUARY32023	2022 FALL SEMESTER INTERNSHIP	\$465.00	
27163		02/03/2023		PADILLA LAW, P.C.	3423		\$80.00	
27164		02/03/2023		RURAL HOMES LLC	1	FIRST INVOICE- ATTAINABLE HOUSING	\$2,100.00	
27165		02/03/2023		SGM	10	PHASE 2 WATER PROJECT	\$490.00	
27166		02/03/2023		U.S. POSTAL SERVICE	FEBRUARY32023	ANNUAL PO BOX RENTAL FEE	\$114.00	
27167		02/03/2023		UTILITY NOTIFICATION CENTER	223010402		\$3.87	
27168		02/06/2023		BALLENTINE COMMUNICATIONS	31916	INCLUDES JOB RECRUITMENT	\$2,460.64	
27169		02/06/2023		REGION 9 - EDD	1015303	2023 DUES	\$2,109.00	
27170		02/06/2023		DRUG & ALCOHOL TESTING ASSOCIATES	3978		\$60.00	
27171		02/06/2023		BANKCARD CENTER	JANUARY252023		\$2,516.77	
27172		02/06/2023		WASTE MANAGEMENT OF NM	0408830-4889-0		\$172.00	
27173		02/09/2023		AT&T MOBILITY	287297557507x01282023		\$208.01	
27174		02/09/2023		CATERPILLAR FINANCIAL SERVICES COR	33463474		\$3,669.70	
27177	*	02/09/2023		FASTENAL COMPANY	COBAY74014		\$220.03	
27178		02/09/2023		FASTTRACK COMMUNICATIONS, INC.	FEBRUARY12023		\$757.50	
27179		02/09/2023		FRALEY PROPANE, LLC	FP-180593		\$926.93	
27180		02/09/2023		IMAGENET CONSULTING LLC	INV463579		\$182.06	
27181		02/09/2023		Kenneth Charles	FEBRUARY112023	JANUARY RENT 2023	\$800.00	
27182		02/09/2023		PARKERS WORKPLACE SOLUTIONS	JANUARY312023		\$364.10	
27183		02/09/2023		PARTNERS IN PARTS	JANUARY312023		\$92.55	
27184		02/09/2023		SAN JUAN BASIN PUBLIC HEALTH DEPAR	2022-1543		\$326.00	
27185		02/09/2023		USA BLUEBOOK	248933	TURBIDIMETER	\$2,609.19	
27186		02/15/2023		CEBT PAYMENTS	INV 0053766		\$8,328.80	
27187		02/15/2023		CENTURYLINK	FEBRUARY82023		\$151.39	
27188		02/15/2023		CIRSA	230521	CLAIM PC6018336-1	\$1,000.00	
27189		02/15/2023		FLYERS ENERGY, LLC	CFS-3311085	SNOW-MAGEDDON 2023	\$3,036.45	
27190		02/15/2023		Kenneth Charles	FEBRUARY122023	ATTAINABLE HOUSING LUNCH NORWOOD	\$216.20	
27191		02/15/2023		MONTENZUMA COUNTY SHERIFFS OFFICE	FEBRUARY82023		\$12,795.95	
27192		02/23/2023		DOLORES GENERAL STORE	FEBRUARY42023		\$72.40	

* Indicates Out Of Sequence Check Number

TOWN OF DOLORES
 Check Register
 Reporting All Cash Accounts
 From: 2/1/2023
 To: 2/28/2023

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
27193		02/23/2023		GREEN ANALYTICAL LABORATORIES	GAL2303-063		\$137.00	
27194		02/23/2023		IMAGENET CONSULTING LLC	INV473507		\$77.14	
27195		02/23/2023		WATER SOLUTIONS LLC	DOL-02/15/23	4th Qtr 2022	\$858.61	
27196		02/23/2023		LEPEW PORTA JOHNS, INC	2023-01-095		\$414.00	
27198	*	02/23/2023		MESA SANDSTONE	NOVEMBER12022	FISHING IS FUN GRANT - BOULDERS	\$2,000.00	
27199		02/23/2023		QUADIENT LEASING USA, INC.	N9809798		\$249.24	
27200		02/26/2023		BFW TRUCKLINE	691798, 691799, 296001, 691800	3 DAYS SNOW HAUL	\$3,000.00	
27201		02/26/2023		CANDELARIA CONSTRUCTION	1114	3 DAYS SNOW REMOVAL	\$7,455.60	
27202		02/26/2023		FLYERS ENERGY, LLC	CFS-3326710		\$1,891.88	
27203		02/26/2023		MOUNTAIN J EXCAVATION	504	4 DAYS SNOW REMOVAL	\$3,000.00	

EFT Check Count:	0	Amount:	\$0.00
Regular Check Count:	40	Amount:	\$68,374.51
Voided Check Count:	0	Amount:	\$0.00

 Signature

These invoices are approved for payment.

* Indicates Out Of Sequence Check Number

Submit to Local Licensing Authority

**GST LIQUOR
 PO BOX 937
 Dolores CO 81323**

Fees Due	
Renewal Fee	277.50
Storage Permit \$100 X <u>1</u>	\$ <u>100.00</u>
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name GST LIQUORS, INC		Doing Business As Name (DBA) GST LIQUOR	
Liquor License # 03-01436	License Type Liquor Store (city)		
Sales Tax License Number 25430190	Expiration Date 06/10/2023	Due Date 04/26/2023	
Business Address 102 SOUTH 11TH STREET Dolores CO 81323			Phone Number 9707390632
Mailing Address PO BOX 937 Dolores CO 81323		Email gstliquors@yahoo.com	
Operating Manager Linda Jensen	Date of Birth 10/18/63	Home Address 13925 Rd 26 Cortez CO 81321	Phone Number 970-739-8215
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *if rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
Linda Kay Johnson	Manager	
Signature	Date	
Linda Kay Johnson	3/1/23	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

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

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

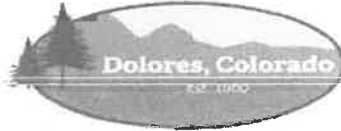
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation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

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

Name (Individual/Business) <u>GST Liquors Inc.</u>		Social Security Number/Tax Identification Number <u>46-3330149</u>	
Address <u>Po Box 937</u>			
City <u>Dolores</u>		State <u>CO</u>	Zip <u>81323</u>
Home Phone Number <u>970-739-8215</u>		Business/Work Phone Number <u>970-882-2229</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Linda Kay Johnson</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Linda K Johnson</u>			Date signed <u>3-1-23</u>

Privacy Act Statement

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



Dolores Town Hall, 420 Central Avenue, Dolores, CO 81323
Phone: (970) 882-7720 Fax: (970) 882-7466

Fee: \$50

Date: 3-1-23

TOWN OF DOLORES TASTING PERMIT APPLICATION

Licensee Name: GST Liquors Inc.

dba: _____

Licensed Premises Address: 102 S 11th street Dolores CO 81323
(Tastings shall be conducted only on a licensee's licensed premise)

Phone Number: 970-882-2229

State Liquor License Number: 03-01436

Expiration Date of Retail Liquor Store or Drug Store License: 6-10-23
(The Tasting Permit will be valid for the period of the existing liquor license)

Original Application: _____ Renewal Application: X

- Attach Certificate of Training for each individual conducting Tastings.
- Attach a written Control Plan to establish how the Licensee will conduct Tastings.
- Tastings Schedule completed on reverse side. see Attached

I hereby certify that the information in this application and all attachments is true, correct, and complete to the best of my knowledge. I understand and agree that it is my responsibility to ensure that all current and future employees complete the Seller-Server training as required by the State of Colorado, Department of Revenue, Liquor Enforcement Division Standards. I understand and agree that it is my responsibility and the responsibility of all of my agents and employees to comply with all applicable law, including all applicable provisions of the City of Cortez Municipal Code and the Colorado Liquor or Beer Code which affect my license and/or the activities conducted under that license.

Signature of Licensee: Quada Jaraman Date: 3-1-23

APPROVAL OF LOCAL LICENSING AUTHORITY

Approved: _____ Denied: _____

Local Licensing Authority Signature _____ Date _____

_____ If denied, applicant informed of decision to deny (Decision shall be made in writing within 5 days)
Date of Notification

Tastings Schedule

Dates of Tastings	Time of Tastings	Describe Where	Source of Alcohol
-------------------	------------------	----------------	-------------------

See attached

	not to exceed 104 days per license year nor occur on more than 4 days in one week	not to exceed 5 hours in one day; hours must occur between 11:00 am and 7:00 pm	within the license premises, the event will be conducted	alcohol used in tastings shall be purchased through a licensed wholesaler, licensed brewpub, or licensed winery
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

ANY DEVIATION FROM THIS SCHEDULE MUST BE REPORTED TO THE LOCAL LICENSING AUTHORITY IN WRITING AT LEAST ONE WEEK IN ADVANCE.

The size of an individual alcohol sample shall not exceed one ounce of malt or vinous liquor or one-half of one ounce of spirituous liquor

Any violations of the Town of Dolores or State Liquor Code may result in revocation, suspension, and/or enforcements may be imposed by the Dolores Board of Trustees



GST LIQUORS WINE, BEER AND LIQUOR TASTING CONTROL PLAN

1. WINE TASTING

It is our intent to create a classy but comfortable WINE tasting event at our liquor store. This will consist of our new and established customers having the opportunity to sample small amounts of WINE, in order to determine if they like the type and brand being featured. The samples that will be offered will only be offered to persons 21 years of age or older. The size of the individual sample will not exceed (1) ONE ounce of WINE per varietal. (not to exceed 4 varietals) A discounted price on WINE which is showcased during tasting will be offered.

2. BEER TASTING

It is our intent to create a classy but comfortable BEER tasting event at our liquor store. This will consist of our new and established customers having the opportunity to sample small amounts of BEER, in order to determine if they like the type and brand being featured. The samples that will be offered will only be offered to persons 21 years of age or older. The size of the individual sample will not exceed (1) ONE ounce of BEER per varietal. (not to exceed 4 varietals) A discounted price on the BEER which is showcased during tasting will be offered.

3. LIQUOR (SPIRIT) TASTING

It is our intent to create a classy but comfortable LIQUOR/SPIRIT tasting event at our liquor store. This will consist of our new and established customers having the opportunity to sample small amounts of LIQUOR/SPIRIT, in order to determine if they like the type and brand being featured. The samples that will be offered will only be offered to persons 21 years of age or older. The size of the individual sample will not exceed (1/2) ONE HALF ounce of LIQUOR/SPIRIT per varietal (not to exceed 4 varietals). A discounted price on LIQUOR/SPIRIT which is showcased during tasting will be offered.

All in store tasting will be represented by a Licensed Wholesaler, Licensed Winery, or Brewpub. Samples will be poured by a TIPS Trained professional at GST Liquors. Wine and or Cheese may be offered during the duration of each tasting.

Tasting will be conducted in the center of our store next to the featured section.

Our upcoming tastings will serve to add a boost to our business success along with a boost to the Dolores Community.

GST Liquors Tasting Schedule for 2023

FRIDAY	MARCH 31	4:00PM-6:00PM
FRIDAY	APRIL 28	4:00PM-6:00PM
FRIDAY	MAY 12	4:00PM-6:00PM
FRIDAY	MAY 26	4:00PM-6:00PM
FRIDAY	JUNE 16	4:00PM-6:00PM
FRIDAY	JUNE 30	4:00PM-6:00PM
FRIDAY	JULY 14	4:00PM-6:00PM
FRIDAY	JULY 28	4:00PM-6:00PM
FRIDAY	AUGUST 25	4:00PM-6:00PM
FRIDAY	SEPTEMBER 29	4:00PM-6:00PM
FRIDAY	OCTOBER 27	4:00PM-6:00PM
FRIDAY	NOVEMBER 10	4:00PM-6:00PM
FRIDAY	NOVEMBER 24	4:00PM-6:00PM
FRIDAY	DECEMBER 8	4:00PM-6:00PM
FRIDAY	DECEMBER 22	4:00PM-6:00PM

TIPS[®]
Training for Intervention Procedures

We are Trained in **TIPS**
Responsible Alcohol Sales & Service

GST LIQUOR

has hereby completed training to demonstrate its
community commitment to responsible alcohol service on

APRIL 7, 2014

Expertly trained by Certified TIPS Trainer **KIMBERLY ABBOTT**
To contact this trainer for your group **970-247-2830**

Or visit www.gettips.com
1-800-GET-TIPS Call us!

Adam Chafetz
Adam Chafetz
President & CEO of Health Communications, Inc.
Provider of the TIPS Program

Billing Period Report

For 1 2/1/2023 - 2/28/2023

Include Write Off Accounts: True

Account Active Hold	Location Hold End	Transaction Type	Amount*	Transaction Date	EID	Last Reading	New Reading	Usage
Billing Period Totals								
Balance Forward			31,412.67	570				
Payments & Credits								
LTF-ADJUSTMENT			-6.20	1				
Payment Cash			-1,364.74	19				
Payment Check			-31,989.80	396				
Payment Credit Card			-1,851.05	19				
Payment Credit Card-NO SWIPE			-200.10	1				
Payment E-Check			-908.92	7				
SEWER ADJUSTMENT			-90.69	2				
WATER ADJUSTMENT			-64.18	1				
Payments & Credits			-36,475.68	446				
SEWER								
SEWER			18,460.55	488				
SEWER			18,460.55	488				
WATER								
WATER			20,775.36	556				
WATER			20,775.36	556				
Ending Balance			\$34,172.90	2,060				

Rate Code Totals

Rate Code	Amount	Usage	Count
SEWER			
CS1 COMM IN TOWN	\$2,293.54	218,600	61
S01 RESIDENT IN TOWN	\$11,932.80	855,700	330
S02 RESIDENT OUT OF TOWN	\$739.31	40,900	13
S03 RESIDENT IN TOWN 1K	\$289.28	24,000	8
S1K COMMSEWER1KMETER	\$2,055.16	544,000	30
S90 SENIOR LI DISCOUNT	\$1,150.46	110,100	46
WATER			
C05 COMM.TAP IN TOWN	\$66.68	0	2
CW1 COMM IN TOWN	\$2,337.22	173,600	63
CW3 CM1K IN TOWN	\$1,165.50	154,000	25
MF1 100 GAL MULTI FAMILY INTOWN	\$693.80	73,000	20
MF2 1K MULTI FAMILY INTOWN	\$1,927.74	402,000	11
MF3 1K OUT OF TOWN MULTI FAMILY	\$168.69	23,000	2
MF4 100 GAL MULTI FAMILY OUT OF TOV	\$468.50	17,000	10
R01 RESIDENT IN TOWN	\$10,743.44	828,400	316
R02 RES. TOWN TAP	\$266.72	0	8
R03 RESIDENT OUT TOWN	\$1,644.25	93,900	35
RK1 RESIDENT 1K METER	\$133.36	14,000	4
TW1 TOWN WATER	\$0.00	18,000	11
TW2 TOWN WATER 1 K	\$0.00	2,000	2
W90 SENIOR LI DISCOUNT	\$1,159.46	111,100	46
WD WATER DOCK 1K	\$0.00	184,000	1

Usage Totals

Billing Period Report

For 1 2/1/2023 - 2/28/2023

Include Write Off Accounts: True

Account Active Hold	Location Hold End	Transaction Type	Amount*	Transaction Date	EID	Last Reading	New Reading	Usage
SEWER								
			3,000					
		Commercial	716,300					
		MultiFamily	0					
		Other	1,000					
		PublicGovt	1,000					
		Residential	1,072,000					
			1,793,300					
WATER								
			3,000					
		Commercial	738,300					
		MultiFamily	1,000					
		Other	1,000					
		PublicGovt	205,000					
		Residential	1,145,700					
			2,094,000					
		Total Usage	3,887,300					

Negative Usage

No customers were billed for negative usage in this period.

Other Receipts

Description	Amount
BUILDING PERMIT	\$65.00
BUSINESS LICENSE	\$250.00
CHARTER FRANCHISE	\$1,513.24
COMNET FRANCHISE	\$754.26
COURT FINES	\$100.00
DEVELOPMENT FEE	\$100.00
DOG LICENSE	\$180.00
EMPIRE FRANCHISE	\$4,603.56
LIQUOR LICENSE	\$1,525.00
MISC-STREETS	\$102.43
PROP TAX-OWNERSHIP	\$936.88
PROPERTY TAX	\$3,008.65
R&B TAX	\$393.61
WATER DOCK	\$1,071.50
	\$14,604.13
Payment Type	Amount
Cash	\$-1,166.50
Check	\$-13,437.63
	\$-14,604.13

* Indicates non-finalized charge

MAINTENANCE DAILY REPORT FEBRUARY 2023

- 1 Plants. Pulled the weekly chlorine samples. Finished the turbidity report. Hauled snow.
- 2 Plants. Hauled snow. Marked a utility locate for 213 S 8th.
- 3 Plants. Pushed snow berms on streets that are plowed to the side.
- 4-5 Plants. Randy got called out for a possible leak at 706 Hillside. Randy and RJ opened storm drains on N 7th and N 8th streets.
- 6 Plants. Finished the DMR for the sewer treatment plant. Finished the annual biosolids report to CDPHE. Pushed and widened streets that are plowed to the side.
- 7 Plants. Pulled the monthly wastewater plant samples, chlorine samples and bacti samples to take to the labs in Durango. Hauled snow from Hillside. Set u the Turbidity meter at the water plant.
- 8 Plants. Hauled snow and lubed the loader.
- 9 Plants. Pushed more snow berms to widen the travel lanes.
- 10 Plants. Hauled snow. Moved snow piles at the post office entrance.
- 11-12 Plants. RJ
- 13 Plants. Hauled snow. Attended the monthly Board Meeting.
- 14 Plants. Serviced the loader.
- 15 Plants. Plowed snow and cleaned the walking trails.
- 16 Plants. Sanded streets. Cleaned the walking trail to the post office. Picked up trash. Pushed snow on S 7th. Repaired a hydraulic hose on the tractor. Took the weekly chlorine samples.
- 17 Plants. Pushed snow on S 8th street. Hauled snow and completed the annual inventory.
- 18-20 Plants. Randy.
- 21 Plants. Checked the water meter for 202 s 7th. Turned water meter off at 101 N 7th. Hauled snow. Training Sel on the Backhoe.
- 22 Plants. Plowed snow. Repaired motor grader tire.
- 23 Plants. Pulled the weekly chlorine samples. Widen streets. Clean the walking trail.

- 24 Plants. Clean alleys. Worked on the backhoe. Hauled snow.
- 25-26 Plants. RJ got called out to move snow for emergency sign.
- 27 Plants. Worked on the backhoe. Hauled snow. Work on the frozen water line at 200 S 6th street. Attended the Board meeting.
- 28 Plants. Hauled snow. Replaced the CV axel in the Dodge pickup. Serviced the meters at the water tank. Replaced the throttle position sensor in the backhoe.



Manager's Update

Dolores Colorado

To: MAYOR AND TRUSTEES
From: Ken Charles, Dolores Town Manager
Dt: March 13, 2023
RE: Meeting Information Update

Monday/s Town Board Meeting

On the agenda for our regular meeting Monday March 13, 2023:

1. There will be a public hearing followed by discussion/action on the second reading of Ordinance 563 amending Title 5 of the Dolores Municipal Code pertaining to business licenses.
2. The trustees will consider the Resolution to approve the grant agreement with CDOT for the Flanders Park Restroom
3. The trustees will review the draft Memorandum of Agreement with the Lost Canyon Bike Park organization. Lost Canyon is nearing their fund raising goal of \$30,000 to begin the design phase with the American Ramp Company.

General Updates

1. Overtime hours for the snow events in January, February and the first week of March is 150.5 hours. Wear and tear on the equipment began to show as the three of four snow removal equipment required repairs. Fortunately, public works crew members are skilled mechanics, and all repairs were performed in house.
2. Staff and the Parks committee had their debriefing call with GOCO staff regarding the grant application. This will be discussed later in the agenda.
3. Also later in the agenda will be a discussion on the town's next steps in economic development.
4. Eric Simmons of the Dolores FPD and I met with Sentry Siren Inc to discuss their proposal to the RFP for installing two new early warning sirens. We hope to bring you an agreement at the March 27 meeting.
5. The Dolores FPD is planning to replace or improve one of the buildings that house the fire equipment. This project will trigger LUC requirements and the FPD will want to seek variances from these code requirements. Staff is recommending that the FPD bundle the variances with the land donation and subsequent subdivision process.
6. Update on the Community Center. The Center board informed me that they have a line on a new insurance carrier and are pursuing obtaining the insurance. Jon drafted a lease agreement, but we will keep that if needed for the future. My sense is that eventually the Center board members will want to get serious about transferring ownership to the town. Research is warranted about what that would mean for the town.
7. I want to keep the board informed about the Fishing is Fun project. I have contacted the Army Corp regarding the 404 permitting process, but at this point I have not received guidance. I



have been in contact with two sub-contractors that AquaHab typically works with, and they are interested in this project. They have considerable experience in this type of river work. We may need to hire a third subcontractor to help with the 404-permit process. There are funds in the budget for this work. If it will be enough remains to be seen. At this point there are loose ends. We will need to develop a better map with more precise locations of where the work will occur and determine if we will need agreements with the landowners on the south side of the river.

8. A joint planning commission and housing task force meeting was held on March 7 to discuss the recommendations by the town's land use consultant, Community Recode, for additional Land Use Code revisions to encourage affordable housing.

Also, Rural Homes is beginning to perform work on the 19th street properties. The first sub-consultant will be Trautner Geotech who will be performing the soils analysis. They will likely be on site the week of March 6. Additionally, the task force will hold a meeting with an informational meeting with property owners near the 19th street sites. We are planning for the week of March 27.

The meeting's purpose is to discuss the workforce housing crisis and goals for the project.

- Present the model that uses donated land. This will be a home ownership project and will income qualifications, deed restricted, Fading West buildings.
- Explored options on three town owned parcels- the infill project is the most feasible based on access, utilities, and costs to develop.
- Discuss the unit design-these will be attractive homes.
- We are at the early stage where we are looking at soils, drainage, engineering to see if the project is feasible. At this point we do not know if this is a feasible project.
- Present the positive impacts
 1. Home ownership for the Dolores workforce
 2. New families living in Dolores
 3. Full time employees-new neighbors.

Upcoming Events

1. March 16-joint meeting at the Ute Mountain Ute casino. I will need a final head count. This is the second meeting between the three municipalities, county government and the tribe. The purpose of these meetings is first networking and second to catch up on what each entity is working on.
2. March 27th town board meeting. We do not plan to hold a workshop.

COLORADO PARKS & WILDLIFE



Regional Partnerships Initiative

Colorado Outdoor Regional Partnership Funding Program

Colorado Parks and Wildlife (CPW) and Great Outdoors Colorado (GOCO) are collaborating to fund new and existing coalitions to join a statewide initiative working to ensure that Colorado's land, water, and wildlife thrive while also providing for equitable and quality outdoor recreation experiences.

Spring 2023 Grant Cycle Open

Interested applicants are encouraged to review [grant guidelines](#) and then contact [Jody Kennedy](#), Regional Partnership Program Manager, to discuss details.

Letters of Interest are due to Jody.kennedy@state.co.us by Friday, **April 7th, 2023**, or sooner. Applicants who meet the grant requirements will receive a link for an online application. Applications are due **April 28th, 2023**.

Key Dates:

- February 28, 2023: Application Period Opens
- March 13, 12-1 PM: Informational Webinar Q & A Session. [Registration \(required\) link](#)
- April 7, 2023: Letter of Interest Deadline
- April 28 at 5:00 PM: Application Deadline
- May 1 - May 31, 2023: Review by CPW Staff and CO-OP Scoring Committee
- May or early June, 2023: Applicant presentations to the CO-OP Scoring Committee
- June, 2023: Awards & Partnerships Announced

Recent Funding Awards

Eagle County Community Wildlife Roundtable

The Roundtable was formed in 2020 by community members and organizations with the purpose of understanding and addressing issues facing wildlife populations, and the goal of leveraging diverse values, creativity, and resources to move toward positive action and enduring solutions to the complex wildlife issues in Eagle County. Awarded funding will support coalition development including goals, criteria, and priorities based on existing community engagement and land manager master plans.

Grand PLACES 2050

(People, Land, Access, Conservation, Ecosystems, and Sustainability)

Grand PLACES 2050 strives to become a model coalition that sustainably manages Grand County's natural and cultural resources in balance with quality outdoor recreation experiences. Funding for Grand PLACES

2050 will support conservation and recreation planning at the landscape scale by focusing on both short-term responsive planning and long-term prioritization.

Roaring Fork Outdoor Coalition

The Roaring Fork Coalition convenes land managers and decision-makers to look at regional recreation challenges holistically to proactively move toward coordinated management and solutions. Awarded funding will help formalize the coalition, create a framework for collaboration, and establish a vision and goals for conservation and recreation in the region.

Summit County Outdoor Coalition

This new coalition will seek to understand and address issues facing wildlife populations, recreation, and landscape-scale ecosystems across Summit County. The goal of the coalition is to best manage the impacts of growth in outdoor recreation and support ecosystem health in the face of climate change. This new coalition will utilize roundtable formats and a science-based mapping tool to promote planning needs and projects for their community.

Spring 2023 Grant Cycle

Funding will continue to be available to support new and existing coalitions that meet criteria under a [State-level vision](#) and advance the development of local and regional planning elements to inform a statewide conservation and recreation plan. The next grant period will take place between Feb 28 and April 28, 2023, with letters of interest due in early April. Look for details on this webpage.

For questions and more information:

- Contact CPW Regional Partnership Program Manager Jody Kennedy at jody.kennedy@state.co.us.
- [Sign-up](#) for the Colorado Outdoor Partnership email list to receive information.

July 2022 - First & Second Round of Regional Partnerships

- Central Colorado Recreation Partnership
 - [Envision Recreation in Balance Partnership](#)
 - [Gunnison Sustainable Tourism Outdoor Recreation \(STOR\) Committee](#)
- [Metro Denver Nature Alliance](#)
- [NoCo PLACES 2050](#)
- [Northwest Colorado Outdoor Coalition](#)
- [Ouray Recreation and Conservation Alliance](#)
- [Outside 285](#)
- [Pikes Peak Outdoor Recreation Alliance](#)
- [Routt Recreation Roundtable](#)
- [San Luis Valley Great Outdoors](#)
- Two Rivers Conservation and Recreation Roundtable

[Map of Colorado Outdoor Regional Partnership funding recipients](#)

Questions on the Regional Partnerships Initiative:

Jody Kennedy
Regional Partnership Program Manager
jody.kennedy@state.co.us

Governor Jared Polis signs Executive Order creating the Colorado Outdoor Regional Partnerships Initiative.

The executive order tasks the Colorado Department of Natural Resources (DNR) and Colorado Parks and Wildlife (CPW) to work with the Colorado Outdoor Partnership (CO-OP) to identify, create and formalize local and regional collaboratives, as Colorado Outdoor Regional Partnerships. Together DNR, CPW and the CO-OP will develop a state-level vision for the sustainable management of Colorado's lands, waters, wildlife and outdoor recreation. The Regional Partnerships will identify projects and create local and regional priorities for balancing recreation and conservation to inform a Statewide Conservation and Recreation Plan.



Visit the [Colorado Outdoor Partnership](https://cpw.state.co.us/aboutus/Pages/Regional-Partnerships-Initiative.aspx) to learn more about this initiative.



TOWN OF DOLORES

FEBRUARY

2023

Detective Division

Dolores Monthly

February 2023

	MONTHLY	YEAR TO DATE
NEW CASES ASSIGNED	0	0
CASES CLEARED / INACTIVE / CLOSED	0	0
CASES PENDING	0	0
VALUE OF STOLEN / DAMAGED PROPERTY	\$0.00	\$0.00
VALUE OF RECOVERED PROPERTY	\$0.00	\$0.00
HOURS WORKED	0	
OTHER - HOURS WORKED	0	0

MONTEZUMA COUNTY DETECTIVE DIVISION HAD THE FOLLOWING:

CASE #	OFFENSE-VIOLATION	STATUS
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**Summons Written For the
Town of Dolores
February
2023**

Dolores Summons

Total Records: 34

MONTEZUMA COUNTY SHERIFF'S
OFFICE

730 EAST DRISCOLL STREET
CORTEZ, CO 81321
STEVE NOWLIN - SHERIFF
970-565-8452
970-564-3731



CITATION NUMBER	CHARGES	Count
C29369	CRIMINAL VIOL - ASSAULT IN THE SECOND DEGREE, CRIMINAL VIOL - ATTEMPT TO ESCAPE	1
Date Reported		Issuing Officer
2/1/2023		PHELPS, ALLEN
CITATION NUMBER	CHARGES	Count
C32532	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
2/2/2023		AYBAR, HAKAN
CITATION NUMBER	CHARGES	Count
C31911	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
2/10/2023		GUTTRIDGE, DAYLAN
CITATION NUMBER	CHARGES	Count
C29368	CRIMINAL VIOL - ATTEMPT TO ESCAPE , CRIMINAL VIOL - ASSAULT IN THE SECOND DEGREE	1
Date Reported		Issuing Officer
2/1/2023		PHELPS, ALLEN
CITATION NUMBER	CHARGES	Count
C33000	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M1)	1
Date Reported		Issuing Officer
2/21/2023		SUMMERS, ZACHARY
CITATION NUMBER	CHARGES	Count
C32412	CRIMINAL VIOL - DOG NOT UNDER CONTROL	1
Date Reported		Issuing Officer
2/18/2023		KENNEDY, ALEXANDER
CITATION NUMBER	CHARGES	Count
C30436	CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M1)	1
Date Reported		Issuing Officer
2/7/2023		MANN, HEATHER
CITATION NUMBER	CHARGES	Count

C30473	CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2), CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2), CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2), CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2), CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2), CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2), CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2)	1
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Date Reported	Issuing Officer
2/10/2023	FROST, THOMAS

CITATION NUMBER	CHARGES	Count
C31579	CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - HARASSMENT - STRIKE, SHOVE, KICK (M1)	1

Date Reported	Issuing Officer
2/22/2023	WEST, MARC

CITATION NUMBER	CHARGES	Count
C31578	CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH , CRIMINAL VIOL - DROVE VEHICLE W/BLOOD ALCOHOL CONTENT 0.08 PER SE, TRAFFIC VIOL-STATUTE - CARELESS DRIVING, CRIMINAL VIOL - ILLEGAL POSSESSION OR CONSUMPTION OF ETHYL ALCOHOL BY AN UNDERAGE PERSON	1

Date Reported	Issuing Officer
2/9/2023	WEST, MARC

CITATION NUMBER	CHARGES	Count
C32411	CRIMINAL VIOL - HARASSMENT - INSULT, TAUNT, CHALLENGE	1

Date Reported	Issuing Officer
2/5/2023	KENNEDY, ALEXANDER

CITATION NUMBER	CHARGES	Count
C32777	NON-CRIM ORDINANCE VIOL - DOGS RUNNING AT LARGE PROHIBITED	1

Date Reported	Issuing Officer
2/11/2023	GILBERTO, JACOB

CITATION NUMBER	CHARGES	Count
C31577	TRAFFIC VIOL-ORDINANCE - CARELESS DRIVING	1

Date Reported	Issuing Officer
2/3/2023	WEST, MARC

CITATION NUMBER	CHARGES	Count
C31966	TRAFFIC VIOL-ORDINANCE - CARELESS DRIVING	1

Date Reported	Issuing Officer
2/24/2023	NOWLIN, STEVE

CITATION NUMBER	CHARGES	Count
C32849	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1

Date Reported	Issuing Officer
2/2/2023	GILBERTO, JACOB

CITATION NUMBER	CHARGES	Count
C32338	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
2/4/2023		LANYON, JACOB
CITATION NUMBER	CHARGES	Count
C32775	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
2/5/2023		GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C32773	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
2/10/2023		GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C32774	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
2/11/2023		GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C32339	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
2/14/2023		LANYON, JACOB
CITATION NUMBER	CHARGES	Count
C32778	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
2/16/2023		GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C32779	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
2/25/2023		GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C32915	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
2/27/2023		GUTTRIDGE, DAYLAN
CITATION NUMBER	CHARGES	Count
C32912	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
2/8/2023		SUMMERS, ZACHARY
CITATION NUMBER	CHARGES	Count

C32913	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported	Issuing Officer	
2/21/2023	GUTTRIDGE, DAYLAN	

CITATION NUMBER	CHARGES	Count
C32914	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported	Issuing Officer	
2/21/2023	GUTTRIDGE, DAYLAN	

CITATION NUMBER	CHARGES	Count
C32916	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported	Issuing Officer	
2/28/2023	SMITH, STEVEN	

CITATION NUMBER	CHARGES	Count
C32917	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported	Issuing Officer	
2/28/2023	SMITH, STEVEN	

CITATION NUMBER	CHARGES	Count
C31580	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported	Issuing Officer	
2/28/2023	WEST, MARC	

CITATION NUMBER	CHARGES	Count
C32340	TRAFFIC VIOL-STATUTE - BACKED VEHICLE IN PARKING AREA WHEN NOT SAFE/INTERFERED W/ T	1
Date Reported	Issuing Officer	
2/22/2023	LANYON, JACOB	

CITATION NUMBER	CHARGES	Count
C30474	TRAFFIC VIOL-STATUTE - DROVE (MOTOR/OFF-HIGHWAY) VEHICLE WHEN LICENSE DENIED, TRAFFIC VIOL-STATUTE - SPEEDNG > 25-39 MPH OVER PRIMA FACIE LIMIT	1
Date Reported	Issuing Officer	
2/12/2023	FROST, THOMAS	

CITATION NUMBER	CHARGES	Count
C30475	TRAFFIC VIOL-STATUTE - DROVE (MOTOR/OFF-HIGHWAY)VEHICLE WHEN LICENSED SUSPENDED, CRIMINAL VIOL - CRIMINAL IMPERSONATION	1
Date Reported	Issuing Officer	
2/15/2023	FROST, THOMAS	

CITATION NUMBER	CHARGES	Count
C32911	TRAFFIC VIOL-STATUTE - SPEEDING > 5-9 MPH OVER PRIMA FACIE LIMIT , TRAFFIC VIOL-STATUTE - OWNER OPERATED/ALLOWED TO BE OPERATED/AN UNINSURED MV ON PUB, TRAFFIC VIOL-STATUTE - DISPLAYED EXPIRED NUMBER PLATES	1

Date Reported		Issuing Officer	
2/7/2023		SUMMERS, ZACHARY	
CITATION NUMBER	CHARGES	Count	
C30471	TRAFFIC VIOL-STATUTE - SPEEDING 20-24 MPH > POSTED LIMIT IN CONSTRUCTION/SCHOOL ZON	1	
Date Reported		Issuing Officer	
2/7/2023		FROST, THOMAS	

Town of Dolores

February 2023

**Municipal Code/Traffic Citations and
Reports Written**

Detective Hours: 0

Patrol Hours: 0

Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg Time On Scene	Avg Time	Total Time
AGGRESSIVE ANIMAL	1	25.67	0.05	0.02	29.5	55.23	55.23
ASSIST OTHER AGENCY	1	0	0	0	0	0	0
ATTEMPT TO SERVE CIVIL	3	0.16	0	0	0	0.16	0.48
ATTEMPT TO SERVER OTHER	2	0.08	0	0	0	0.08	0.15
BREAK IN	1	1.67	0.43	2.2	49.33	53.63	53.63
BREATHING DIFFICULTY	1	1.38	0.02	4.43	9.78	15.62	15.62
BURGLARY	1	1.37	0.07	25.4	121.75	148.58	148.58
BUSINESS ALARM	2	1.88	0.04	0	0	1.92	3.83
BUSINESS CHECK	65	0.08	0.09	0	0	0.17	11.03
CIVIL STANDBY	1	22.63	23.08	0	0	45.72	45.72
CONSENSUAL CONTACT	1	0.15	0.05	0	0	0.2	0.2
CRIMINAL MISCHIEF	1	3.52	154.23	0	0	157.75	157.75
DOG RUNNING AT LARGE	1	1.53	0.42	0	0	1.95	1.95
DOMESTIC VIOLENCE	1	2.73	0.73	13.1	20.2	36.77	36.77
EXTRA PATROL	13	0.02	0	0	0	0.02	0.27
FOLLOWUP	20	0.27	0.05	0	1.71	2.02	40.47
FOOT	6	0.06	3.11	0	0.88	3.16	18.98
FRAUD	1	3.4	0.05	3.82	41.42	48.68	48.68
INFORMATION ONLY	2	0.01	0	0	0	0.01	0.02
LOST ANIMAL	1	2.75	35.18	0.15	0.03	38.12	38.12
MENTAL SUBJECT	1	2.73	0.02	14.72	3	20.47	20.47
OVERDUE MOTORIST	1	6.78	21.2	4.4	4.35	36.73	36.73
PARKING COMPLAINT	2	4.68	0.01	0	0	4.69	9.38
PHONE CALL	4	0.85	9.89	0	0	10.74	42.97
PROPERTY DAMAGE	1	2.73	0.23	6.32	32.88	42.17	42.17
RECKLESS	1	1.93	0	0	0	1.93	1.93
RESIDENTIAL ALARM	1	2.42	0	0	0	2.42	2.42
SAFE TO TELL	1	0	0	0	0	0	0
SHOTS FIRED	3	2.47	0.48	1.09	0.05	4.09	12.28
SMOKE INVESTIGATION OUTSIDE	1	2.25	0.05	0	0	2.3	2.3
SUSPICIOUS VEHICLE	2	1.2	0.28	0	0	1.48	2.95
THREATS	2	35.04	0	0	0	35.04	70.08
TRAFFIC ACCIDENT	1	1	0.02	0	0	1.02	1.02
TRAFFIC PROBLEM	1	0	0	0	0	0	0

TRAFFIC STOP	30	0.19	0.96	0	1.02	2.17	65.08
WELFARE CHECK	5	4.5	0.51	7.35	13.51	25.87	129.35

TOTAL CALLS FOR SERVICE-Feb 2023

182

Call No	Date	Type	Address	City, State	Call Taker
23004136	2/1/2023 16:31	WELFARE CHECK	18396 HWY 145	DOLORES, CO	SBOGOTT
23004253	2/2/2023 13:12	BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004268	2/2/2023 14:10	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004271	2/2/2023 14:29	TRAFFIC STOP	100 N 7TH ST	DOLORES, CO	ALUDINGTON
23004283	2/2/2023 15:58	TRAFFIC STOP	900 RAILROAD AVE	DOLORES, CO	TMENDOZA
23004299	2/2/2023 19:24	SUSPICIOUS VEHICLE	715 RAILROAD AVE	DOLORES, CO	AVIOLETTE
23004304	2/2/2023 19:41	LOST ANIMAL	222 N 9TH ST	DOLORES, CO	TMENDOZA
23004340	2/3/2023 0:39	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	VRENDON
23004400	2/3/2023 12:02	WELFARE CHECK	1011 CENTRAL AVE	DOLORES, CO	JDOLLAR
23004405	2/3/2023 12:25	BUSINESS CHECK	420 CENTRAL AVE	DOLORES, CO	JDOLLAR
23004457	2/3/2023 17:39	INFORMATION ONLY	18398 HWY 145	DOLORES, CO	TMENDOZA
23004514	2/4/2023 11:55	BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004554	2/4/2023 17:56	RECKLESS	94 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23004566	2/4/2023 19:34	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004619	2/5/2023 11:32	BUSINESS CHECK	341 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004620	2/5/2023 11:54	TRAFFIC STOP	700 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004642	2/5/2023 14:32	TRAFFIC STOP	21 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004665	2/5/2023 18:35	BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004670	2/5/2023 19:34	TRAFFIC STOP	200 S 3RD ST	DOLORES, CO	ALUDINGTON
23004672	2/5/2023 19:41	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23004715	2/6/2023 7:19	INFORMATION ONLY	200 S 11TH ST	DOLORES, CO	JDOLLAR
23004765	2/6/2023 12:12	SAFE TO TELL	1301 CENTRAL AVE	DOLORES, CO	SBOGOTT
23004794	2/6/2023 16:11	FRAUD	101 S 6TH ST	DOLORES, CO	SWHITE
23004867	2/7/2023 7:57	TRAFFIC STOP	1400 RAILROAD AVE	DOLORES, CO	JDOLLAR
23004951	2/7/2023 15:35	PARKING COMPLAINT	1301 CENTRAL AVE	DOLORES, CO	JDOLLAR
23004958	2/7/2023 16:34	TRAFFIC STOP	100 N 19TH ST	DOLORES, CO	SBOGOTT
23005022	2/8/2023 7:52	TRAFFIC STOP	1600 RAILROAD AVE	DOLORES, CO	TMENDOZA
23005035	2/8/2023 9:39	TRAFFIC STOP	200 S 5TH AVE	DOLORES, CO	TMENDOZA
23005050	2/8/2023 11:09	DOG RUNNING AT LARGE	100 N 6TH ST	DOLORES, CO	TMENDOZA
23005094	2/8/2023 15:51	TRAFFIC PROBLEM	1301 CENTRAL AVE	DOLORES, CO	TMENDOZA
23005176	2/9/2023 9:31	FOOT	1301 CENTRAL AVE	DOLORES, CO	LJOHNSON
23005197	2/9/2023 11:40	TRAFFIC STOP	200 S 6TH ST	DOLORES, CO	LJOHNSON
23005269	2/9/2023 22:11	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	AVIOLETTE

23005344	2/10/2023 13:43	BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	DKELSO
23005371	2/10/2023 15:06	BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	DKELSO
23005398	2/10/2023 18:36	EXTRA PATROL	89 CENTRAL AVE	DOLORES, CO	TMENDOZA
23005421	2/10/2023 20:23	SHOTS FIRED	2002 HILLSIDE AVE	DOLORES, CO	TMENDOZA
23005458	2/11/2023 3:00	SHOTS FIRED	501 RAILROAD AVE	DOLORES, CO	AVIOLETTE
23005512	2/11/2023 13:01	TRAFFIC STOP	200 BREANNA LN	DOLORES, CO	DKELSO
23005516	2/11/2023 13:15	BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	DKELSO
23005523	2/11/2023 14:03	TRAFFIC STOP	200 BREANNA LN	DOLORES, CO	DKELSO
23005531	2/11/2023 15:03	PHONE CALL	102 CENTRAL AVE	DOLORES, CO	DKELSO
23005543	2/11/2023 16:17	TRAFFIC STOP	1500 HILLSIDE AVE	DOLORES, CO	SWHITE
23005544	2/11/2023 16:22	TRAFFIC STOP	200 S 5TH AVE	DOLORES, CO	SWHITE
23005585	2/11/2023 20:38	AGGRESSIVE ANIMAL	18396 HWY 145	DOLORES, CO	AVIOLETTE
23005629	2/12/2023 11:14	BURGLARY	100 S 4TH ST	DOLORES, CO	ALUDINGTON
23005649	2/12/2023 14:27	BREATHING DIFFICULTY	501 RAILROAD AVE	DOLORES, CO	DKELSO
23005661	2/12/2023 17:05	TRAFFIC STOP	700 RAILROAD AVE	DOLORES, CO	SWHITE
23005676	2/12/2023 20:09	BUSINESS CHECK	100 S 4TH ST	DOLORES, CO	SWHITE
23005712	2/13/2023 7:19	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	JDOLLAR
23005792	2/13/2023 16:24	WELFARE CHECK	108 N 16TH ST	DOLORES, CO	DKELSO
23005795	2/13/2023 16:51	BUSINESS CHECK	1009 RAILROAD AVE	DOLORES, CO	DKELSO
23005817	2/13/2023 19:55	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	VRENDON
23005848	2/14/2023 8:03	TRAFFIC STOP	1400 RAILROAD AVE	DOLORES, CO	JDOLLAR
23005858	2/14/2023 9:04	BREAK IN	315 CENTRAL AVE	DOLORES, CO	JDOLLAR
23005920	2/14/2023 14:59	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	TMENDOZA
23005958	2/14/2023 21:31	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	SBOGOTT
23005959	2/14/2023 21:38	WELFARE CHECK	200 N 8TH ST	DOLORES, CO	VRENDON
23005978	2/15/2023 5:55	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	JDOLLAR
23006025	2/15/2023 13:02	TRAFFIC STOP	1400 RAILROAD AVE	DOLORES	JDOLLAR
23006046	2/15/2023 15:53	ATTEMPT TO SERVE CIVIL	101 N 16TH ST	DOLORES, CO	JDOLLAR
23006085	2/15/2023 22:25	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	SBOGOTT
23006126	2/16/2023 8:57	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23006130	2/16/2023 9:24	FOLLOWUP	101 S 6TH ST	DOLORES, CO	ALUDINGTON
23006131	2/16/2023 9:27	FOLLOWUP	200 S 3RD ST	DOLORES, CO	ALUDINGTON
23006132	2/16/2023 9:42	FOLLOWUP	209 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23006135	2/16/2023 10:15	FOLLOWUP	101 S 5TH AVE	DOLORES, CO	ALUDINGTON

23006151	2/16/2023 12:31 FOLLOWUP	315 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23006160	2/16/2023 13:52 BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23006175	2/16/2023 15:09 FOLLOWUP	209 CENTRAL AVE	DOLORES, CO	TMENDOZA
23006181	2/16/2023 15:53 TRAFFIC STOP	100 N 9TH ST	DOLORES, CO	TMENDOZA
23006225	2/16/2023 20:28 BUSINESS CHECK	200 S 11TH ST	DOLORES, CO	VRENDON
23006227	2/16/2023 20:37 EXTRA PATROL	100 N 4TH ST	DOLORES, CO	VRENDON
23006229	2/16/2023 20:38 BUSINESS CHECK	101 S 11TH ST	DOLORES, CO	VRENDON
23006235	2/16/2023 21:30 PHONE CALL	18396 HWY 145	DOLORES, CO	VRENDON
23006239	2/16/2023 22:22 SUSPICIOUS VEHICLE	102 S 11TH ST	DOLORES, CO	VRENDON
23006249	2/16/2023 23:00 SMOKE INVESTIGATION OUTSIDE	301 S 4TH ST	DOLORES, CO	AVIOLETTE
23006275	2/17/2023 9:12 CRIMINAL MISCHIEF	777 CENTRAL AVE	DOLORES, CO	DKELSO
23006312	2/17/2023 13:56 ATTEMPT TO SERVE CIVIL	110 N 20TH ST	DOLORES, CO	DKELSO
23006314	2/17/2023 14:01 ATTEMPT TO SERVE OTHER	104 N 20TH ST	DOLORES, CO	DKELSO
23006315	2/17/2023 14:09 FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	DKELSO
23006316	2/17/2023 14:09 ATTEMPT TO SERVE OTHER	201 CENTRAL AVE	DOLORES, CO	DKELSO
23006371	2/17/2023 20:14 BUSINESS CHECK	100 N 4TH ST	DOLORES, CO	TMENDOZA
23006372	2/17/2023 20:22 BUSINESS CHECK	777 CENTRAL AVE	DOLORES, CO	TMENDOZA
23006376	2/17/2023 21:01 BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	TMENDOZA
23006437	2/18/2023 14:44 BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23006464	2/18/2023 19:08 BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	SWHITE
23006479	2/18/2023 20:17 PARKING COMPLAINT	209 CENTRAL AVE	DOLORES, CO	AVIOLETTE
23006528	2/19/2023 12:48 BUSINESS ALARM	101 S 6TH ST	DOLORES, CO	ALUDINGTON
23006541	2/19/2023 14:57 TRAFFIC STOP	420 CENTRAL AVE	DOLORES, CO	DKELSO
23006544	2/19/2023 15:31 FOOT	100 N 4TH ST	DOLORES, CO	DKELSO
23006545	2/19/2023 15:51 EXTRA PATROL	777 CENTRAL AVE	DOLORES, CO	SWHITE
23006547	2/19/2023 15:57 BUSINESS ALARM	101 S 11TH ST	DOLORES, CO	SWHITE
23006549	2/19/2023 16:06 EXTRA PATROL	1110 RAILROAD AVE	DOLORES, CO	SWHITE
23006550	2/19/2023 16:07 BUSINESS CHECK	1321 RAILROAD AVE	DOLORES, CO	SWHITE
23006569	2/19/2023 19:13 BUSINESS CHECK	350 RAILROAD AVE	DOLORES, CO	SWHITE
23006578	2/19/2023 20:23 BUSINESS CHECK	1110 RAILROAD AVE	DOLORES, CO	SWHITE
23006579	2/19/2023 20:28 BUSINESS CHECK	777 CENTRAL AVE	DOLORES, CO	SWHITE
23006580	2/19/2023 20:33 BUSINESS CHECK	105 N 5TH ST	DOLORES, CO	SWHITE
23006581	2/19/2023 20:35 BUSINESS CHECK	100 N 4TH ST	DOLORES, CO	SWHITE
23006586	2/19/2023 21:17 BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	SWHITE

23006615	2/20/2023 8:58 FOLLOWUP	102 RAILROAD AVE	DOLORES, CO	VRENDON
23006616	2/20/2023 9:02 FOOT	1 N 2ND ST	DOLORES, CO	ALUDINGTON
23006618	2/20/2023 9:16 FOOT	300 S 3RD ST	DOLORES, CO	ALUDINGTON
23006624	2/20/2023 9:34 CONSENSUAL CONTACT	100 S 1ST ST	DOLORES, CO	ALUDINGTON
23006626	2/20/2023 9:38 TRAFFIC STOP	200 S 9TH ST	DOLORES, CO	ALUDINGTON
23006628	2/20/2023 9:52 FOLLOWUP	303 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23006633	2/20/2023 10:15 TRAFFIC STOP	100 N 15TH ST	DOLORES, CO	ALUDINGTON
23006665	2/20/2023 14:11 THREATS	1003 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23006670	2/20/2023 14:41 BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23006672	2/20/2023 14:50 FOLLOWUP	102 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23006683	2/20/2023 16:21 FOLLOWUP	102 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23006688	2/20/2023 16:35 BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23006704	2/20/2023 18:48 TRAFFIC STOP	100 S 1ST ST	DOLORES, CO	SWHITE
23006737	2/21/2023 2:33 EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	SWHITE
23006740	2/21/2023 6:26 EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	VRENDON
23006755	2/21/2023 8:08 TRAFFIC STOP	1600 CENTRAL AVE	DOLORES, CO	VRENDON
23006760	2/21/2023 8:24 TRAFFIC STOP	200 S 11TH ST	DOLORES, CO	VRENDON
23006770	2/21/2023 9:19 FOLLOWUP	203 CENTRAL AVE	DOLORES, CO	VRENDON
23006801	2/21/2023 11:58 FOLLOWUP	102 RAILROAD AVE	DOLORES, CO	VRENDON
23006810	2/21/2023 13:48 ATTEMPT TO SERVE CIVIL	100 N 6TH ST	DOLORES, CO	VRENDON
23006812	2/21/2023 13:50 PHONE CALL	704 HILLSIDE AVE	DOLORES, CO	JDOLLAR
23006820	2/21/2023 14:31 BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	VRENDON
23006889	2/21/2023 21:46 EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	DKELSO
23006961	2/22/2023 12:18 PHONE CALL	420 CENTRAL AVE	DOLORES, CO	VRENDON
23007011	2/22/2023 19:03 RESIDENTIAL ALARM	101 N 3RD ST	DOLORES, CO	AVIOLETTE
23007035	2/22/2023 23:26 DOMESTIC VIOLENCE	105 S 5TH AVE	DOLORES, CO	SWHITE
23007068	2/23/2023 9:43 WELFARE CHECK	1400 MERRITT WAY	DOLORES, CO	DPADILLA
23007113	2/23/2023 15:02 CIVIL STANDBY	105 N 5TH ST	DOLORES, CO	JDOLLAR
23007116	2/23/2023 15:20 BUSINESS CHECK	101 S 11TH ST	DOLORES, CO	JDOLLAR
23007134	2/23/2023 17:36 BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	JDOLLAR
23007148	2/23/2023 19:05 FOLLOWUP	509 CENTRAL AVE	DOLORES, CO	JDOLLAR
23007150	2/23/2023 19:13 FOOT	100 N 4TH ST	DOLORES, CO	JDOLLAR
23007156	2/23/2023 20:00 BUSINESS CHECK	777 CENTRAL AVE	DOLORES, CO	SWHITE
23007157	2/23/2023 20:07 BUSINESS CHECK	350 RAILROAD AVE	DOLORES, CO	SWHITE

23007171	2/23/2023 21:22	BUSINESS CHECK	100 N 4TH ST	DOLORES, CO	SWHITE
23007173	2/23/2023 21:29	BUSINESS CHECK	777 CENTRAL AVE	DOLORES, CO	SWHITE
23007213	2/24/2023 8:47	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23007218	2/24/2023 9:22	TRAFFIC ACCIDENT	200 S 3RD ST	DOLORES, CO	ALUDINGTON
23007223	2/24/2023 9:36	OVERDUE MOTORIST	400 RIVERSIDE AVE	DOLORES, CO	DPADILLA
23007257	2/24/2023 13:05	BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23007291	2/24/2023 16:31	PROPERTY DAMAGE	310 RAILROAD AVE	DOLORES, CO	JDOLLAR
23007306	2/24/2023 18:12	FOLLOWUP	209 CENTRAL AVE	DOLORES, CO	TMENDOZA
23007315	2/24/2023 19:46	BUSINESS CHECK	100 N 4TH ST	DOLORES, CO	TMENDOZA
23007316	2/24/2023 19:59	BUSINESS CHECK	105 N 5TH ST	DOLORES, CO	TMENDOZA
23007318	2/24/2023 20:03	BUSINESS CHECK	777 CENTRAL AVE	DOLORES, CO	TMENDOZA
23007320	2/24/2023 20:13	BUSINESS CHECK	101 S 11TH ST	DOLORES, CO	TMENDOZA
23007321	2/24/2023 20:13	BUSINESS CHECK	301 RAILROAD AVE	DOLORES, CO	TMENDOZA
23007377	2/25/2023 11:52	BUSINESS CHECK	1110 RAILROAD AVE	DOLORES, CO	TMENDOZA
23007378	2/25/2023 11:52	FOLLOWUP	341 RAILROAD AVE	DOLORES, CO	DPADILLA
23007387	2/25/2023 13:28	FOLLOWUP	102 RAILROAD AVE	DOLORES, CO	DPADILLA
23007388	2/25/2023 13:38	BUSINESS CHECK	341 RAILROAD AVE	DOLORES, CO	DPADILLA
23007416	2/25/2023 17:18	TRAFFIC STOP	200 S 4TH ST	DOLORES, CO	TMENDOZA
23007420	2/25/2023 17:38	SHOTS FIRED	18380 HWY 145	DOLORES, CO	DKELSO
23007443	2/25/2023 20:12	BUSINESS CHECK	310 RAILROAD AVE	DOLORES, CO	TMENDOZA
23007444	2/25/2023 20:12	BUSINESS CHECK	410 CENTRAL AVE	DOLORES, CO	TMENDOZA
23007446	2/25/2023 20:18	MENTAL SUBJECT	213 S 8TH ST	DOLORES, CO	AVIOLETTE
23007448	2/25/2023 20:42	BUSINESS CHECK	101 S 11TH ST	DOLORES, CO	TMENDOZA
23007450	2/25/2023 20:47	BUSINESS CHECK	777 CENTRAL AVE	DOLORES, CO	TMENDOZA
23007454	2/25/2023 20:53	BUSINESS CHECK	105 N 5TH ST	DOLORES, CO	TMENDOZA
23007455	2/25/2023 20:57	BUSINESS CHECK	200 S 4TH ST	DOLORES, CO	TMENDOZA
23007483	2/26/2023 3:18	FOOT	420 CENTRAL AVE	DOLORES, CO	AVIOLETTE
23007516	2/26/2023 12:34	FOLLOWUP	102 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23007526	2/26/2023 14:01	FOLLOWUP	341 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23007566	2/26/2023 20:01	EXTRA PATROL	100 N 4TH ST	DOLORES, CO	AVIOLETTE
23007567	2/26/2023 20:09	BUSINESS CHECK	777 CENTRAL AVE	DOLORES, CO	AVIOLETTE
23007568	2/26/2023 20:09	BUSINESS CHECK	105 N 5TH ST	DOLORES, CO	AVIOLETTE
23007569	2/26/2023 20:14	BUSINESS CHECK	101 S 11TH ST	DOLORES, CO	AVIOLETTE
23007572	2/26/2023 20:21	BUSINESS CHECK	350 RAILROAD AVE	DOLORES, CO	AVIOLETTE

23007573	2/26/2023 20:28 BUSINESS CHECK	101 S 6TH ST	DOLORS, CO	AVIOLETTE
23007602	2/26/2023 23:56 EXTRA PATROL	420 CENTRAL AVE	DOLORS, CO	AVIOLETTE
23007619	2/27/2023 7:27 BUSINESS CHECK	501 RAILROAD AVE	DOLORS, CO	VRENDON
23007639	2/27/2023 9:18 TRAFFIC STOP	100 N 7TH ST	DOLORS, CO	VRENDON
23007646	2/27/2023 9:55 TRAFFIC STOP	200 S 8TH ST	DOLORS, CO	ALUDINGTON
23007689	2/27/2023 13:56 ASSIST OTHER AGENCY	100 N 8TH ST	DOLORS, CO	VRENDON
23007741	2/27/2023 21:41 BUSINESS CHECK	501 RAILROAD AVE	DOLORS, CO	DKELSO
23007755	2/28/2023 1:28 EXTRA PATROL	420 CENTRAL AVE	DOLORS, CO	DKELSO
23007791	2/28/2023 9:56 TRAFFIC STOP	100 N 14TH ST	DOLORS, CO	JDOLLAR
23007795	2/28/2023 10:20 TRAFFIC STOP	100 N 17TH ST	DOLORS	JDOLLAR
23007835	2/28/2023 14:48 TRAFFIC STOP	100 N 14TH ST	DOLORS, CO	JDOLLAR
23007866	2/28/2023 20:13 THREATS	1301 CENTRAL AVE	DOLORS, CO	SWHITE

TREASURER'S REPORT
TOWN OF DOLORES
MARCH 2, 2023

Petty Cash	\$300.00
Hi-Fi Savings Account	\$736,711.39
Checking Account	\$78,076.03
Conservation Trust Fund	\$9,938.98
ColoTrust	\$1,082,132.71
Bonds	\$567,263.93
Business Account (AFLAC)	\$7,251.97
Playground Account/Donatic	\$3,196.33
TOTAL	\$2,484,871.34

TOWN OF DOLORES SALES TAX REVENUE

TOWN OF DOLORES SALES & MARIJUANA TAXES (COMBINED IN JUNE 2022)

Dollars posted in Month Received for Prior Month Sales Tax Revenue	2015	2016	2017	2018	2019	2020	2021	2022	2023	DIFFERENCE BETWEEN 2022 AND 2023	AMOUNT REMAINING TO BE COLLECTED FOR 2023 BUDGET OF \$700,000
JAN	\$ 28,285.73	\$ 27,922.23	\$ 22,550.25	\$ 28,558.84	\$ 26,893.34	\$ 41,649.04	\$ 62,845.40	\$ 64,745.75	\$ 60,874.82	\$ 3,870.93	\$ 639,125.18
FEB	\$ 27,893.80	\$ 19,974.91	\$ 18,023.25	\$ 24,527.71	\$ 26,910.26	\$ 35,747.85	\$ 66,319.00	\$ 63,231.49	\$ 71,642.46	\$ 8,410.97	\$ 567,482.72
MAR	\$ 19,243.66	\$ 15,969.13	\$ 22,202.06	\$ 25,291.20	\$ 39,666.60	\$ 42,144.00	\$ 56,104.97	\$ 44,753.17	\$ 53,833.00	\$ 9,079.83	\$ 513,649.72
APRIL	\$ 26,253.41	\$ 22,665.73	\$ 24,480.55	\$ 19,455.48	\$ 28,475.57	\$ 33,859.00	\$ 52,616.65	\$ 49,138.60			
MAY	\$ 20,251.10	\$ 29,079.51	\$ 23,981.10	\$ 30,825.91	\$ 25,319.02	\$ 43,955.00	\$ 64,858.45	\$ 62,110.44			
JUNE	\$ 23,547.85	\$ 27,616.73	\$ 31,642.71	\$ 37,850.76	\$ 35,276.82	\$ 37,854.00	\$ 54,217.11	\$ 61,514.64			
JULY	\$ 33,001.48	\$ 35,831.53	\$ 38,345.83	\$ 32,477.40	\$ 35,576.89	\$60,937.00	\$67,285.96	\$67,833.95			
AUG	\$ 33,317.24	\$ 42,266.02	\$ 35,863.59	\$ 47,341.55	\$ 50,486.09	\$ 59,114.63	\$ 80,278.60	\$ 80,265.52			
SEPT	\$ 29,679.48	\$ 30,837.36	\$ 40,062.38	\$ 33,750.20	\$ 49,228.25	\$ 71,267.72	\$ 81,307.43	\$ 81,649.74			
OCT	\$ 25,899.75	\$ 34,163.99	\$ 44,343.49	\$ 38,377.55	\$ 45,949.36	\$ 72,236.46	\$ 72,119.89	\$ 92,143.90			
NOV	\$ 24,820.61	\$ 35,515.27	\$ 36,044.46	\$ 31,593.39	\$ 54,063.52	\$ 66,899.98	\$ 84,376.18	\$ 103,074.30			
DEC	\$ 18,881.71	\$ 29,594.84	\$ 28,574.56	\$ 27,357.70	\$ 40,298.94	\$ 68,586.70	\$ 73,546.84	\$ 72,955.43			
TOTALS	\$ 292,184.11	\$ 321,842.41	\$ 337,549.67	\$ 350,049.99	\$458,144.66	\$ 632,251.38	\$ 815,876.48	\$ 843,416.93	\$ 186,350.28		

March 8, 2023 Treasurer Comments: Our March 2023 combined return is a 20% increase from March 2022 and a 4% decrease from March 2021.

JANUARY
REPRESENTS
8% OF
THE YEAR.

Budget Analysis

Reporting As Of 01/01/2022 to 01/31/2022

Reporting Department: 10 - General

Account Description	Account No.	Current Month	YTD Actual	Budget Year	YTD Variance	% Used
Property Tax	10-311-100	0.00	0.00	86,000.00	-86,000.00	0.00
Sales Tax Revenue	10-313-100	35,610.16	35,610.16	508,419.00	-472,808.84	7.00
Cigarette Tax Revenue	10-314-100	193.31	193.31	1,000.00	-806.69	19.33
Empire Franchise Fees	10-318-101	3,808.62	3,808.62	45,000.00	-41,191.38	8.46
Cable T.V. Franchise	10-318-102	0.00	0.00	4,000.00	-4,000.00	0.00
Atmos Energy Franchise	10-318-103	15,649.18	15,649.18	14,000.00	1,649.18	111.78
Commnet Tower Lease	10-318-105	718.34	718.34	7,500.00	-6,781.66	9.58
Atmos Energy Tower Lease	10-318-107	2,087.61	2,087.61	1,800.00	287.61	115.98
Liquor Licenses	10-321-101	0.00	0.00	3,250.00	-3,250.00	0.00
Business Licenses	10-321-102	1,225.00	1,225.00	3,800.00	-2,575.00	32.24
Building Permits	10-322-101	2,861.99	2,861.99	14,132.00	-11,270.01	20.25
Dog Licenses	10-322-103	200.00	200.00	800.00	-600.00	25.00
Grant Revenue	10-334-102	0.00	0.00	122,238.73	-122,238.73	0.00
Lottery Funds	10-335-101	0.00	0.00	11,360.00	-11,360.00	0.00
Other Miscellaneous Revenue	10-341-102	0.00	0.00	2,000.00	-2,000.00	0.00
Parks & Recreation Revenue	10-346-101	50.00	50.00	1,000.00	-950.00	5.00
Court Fines and Fees	10-351-101	300.00	300.00	7,500.00	-7,200.00	4.00
Interest	10-361-101	53.68	53.68	500.00	-446.32	10.74
Playground Donation Joe Rowell	10-362-100	0.00	0.00	2,000.00	-2,000.00	0.00
TOTAL INCOME		62,757.89	62,757.89	836,299.73	-773,541.84	7.50
Town Magistrate	10-412-117	0.00	0.00	3,000.00	3,000.00	0.00
Trustee Education	10-413-320	0.00	0.00	2,000.00	2,000.00	0.00
Contributions	10-413-800	500.00	500.00	21,350.00	20,850.00	2.34
Easter Egg Hunt/TH Christmas	10-413-812	167.69	167.69	1,000.00	832.31	16.77
Elections	10-414-310	0.00	0.00	3,500.00	3,500.00	0.00
Interim Town Manager	10-415-108	1,956.25	1,956.25	25,000.00	23,043.75	7.83
Treasurer	10-415-111	633.32	633.32	9,816.00	9,182.68	6.45
Administrative Clerk	10-415-112	981.82	981.82	12,298.00	11,316.18	7.98
Town Clerk	10-415-113	795.45	795.45	9,332.00	8,536.55	8.52
Maintenance Salaries	10-415-114	5,240.98	5,240.98	49,442.00	44,201.02	10.60
Maintenance Overtime	10-415-116	654.07	654.07	3,000.00	2,345.93	21.80
Board Payment	10-415-117	0.00	0.00	9,087.50	9,087.50	0.00
Health/Dental/Life - Insurance	10-415-210	6,594.65	6,594.65	32,577.00	25,982.35	20.24
Employee Payroll Taxes	10-415-220	919.98	919.98	11,225.00	10,305.02	8.20
Employee Retirement	10-415-230	281.07	281.07	3,121.00	2,839.93	9.01
State Compensation	10-415-260	0.00	0.00	2,200.00	2,200.00	0.00
Subscriptions or Dues	10-415-310	1,175.06	1,175.06	11,314.00	10,138.94	10.39
Codification	10-415-311	0.00	0.00	5,000.00	5,000.00	0.00
Administrative Education	10-415-320	0.00	0.00	5,000.00	5,000.00	0.00
Administrative Consulting	10-415-325	0.00	0.00	7,500.00	7,500.00	0.00
Town Attorney	10-415-330	481.25	481.25	10,000.00	9,518.75	4.81
Audit Fees	10-415-331	0.00	0.00	3,000.00	3,000.00	0.00
Gas Expenses	10-415-410	273.45	273.45	3,000.00	2,726.55	9.12
Electric Service	10-415-411	39.90	39.90	425.00	385.10	9.39
Trash Removal	10-415-413	0.00	0.00	5,500.00	5,500.00	0.00
Admin. Purchased Services	10-415-420	1,874.15	1,874.15	29,625.00	27,750.85	6.33
Copier Lease	10-415-430	68.70	68.70	3,950.00	3,881.30	1.74
Liability Insurance	10-415-520	2,386.72	2,386.72	9,000.00	6,613.28	26.52
Telephone/Internet/Fiber	10-415-530	340.40	340.40	5,000.00	4,659.60	6.81
Advertising & Legal Notices	10-415-540	315.57	315.57	7,000.00	6,684.43	4.51
Travel & Mileage	10-415-580	0.00	0.00	2,500.00	2,500.00	0.00
Postage & Freight	10-415-602	0.00	0.00	3,000.00	3,000.00	0.00
Office Supplies	10-415-610	196.14	196.14	8,000.00	7,803.86	2.45
Uniforms	10-415-613	0.00	0.00	1,800.00	1,800.00	0.00

Budget Analysis

Reporting As Of 01/01/2022 to 01/31/2022

Reporting Department: 10 - General

Account Description	Account No.	Current Month	YTD Actual	Budget Year	YTD Variance	% Used
Supplies for Town Hall	10-415-615	0.00	0.00	1,100.00	1,100.00	0.00
Web Page/Business Enhancement	10-415-640	0.00	0.00	3,000.00	3,000.00	0.00
Miscellaneous	10-415-650	109.51	109.51	5,000.00	4,890.49	2.19
Dog Control Costs	10-415-655	0.00	0.00	100.00	100.00	0.00
Equipment	10-415-700	0.00	0.00	2,000.00	2,000.00	0.00
Capital Outlay	10-415-701	0.00	0.00	313,835.00	313,835.00	0.00
Master Comp. Plan (Land Use Code)	10-419-316	4,200.00	4,200.00	9,439.00	5,239.00	44.50
AMERICAN RESCUE PLAN ACT (ARP)	10-419-326	0.00	0.00	91,155.00	91,155.00	0.00
Town Hall Building Maintenance	10-419-611	0.00	0.00	14,210.00	14,210.00	0.00
Sheriff and Jail Expense	10-420-330	12,795.95	12,795.95	210,000.00	197,204.05	6.09
Building Inspector Salaries	10-424-118	3,480.00	3,480.00	45,000.00	41,520.00	7.73
Land Surveyor Services	10-431-535	0.00	0.00	5,000.00	5,000.00	0.00
Tree Expenses/Trimming	10-451-410	0.00	0.00	3,500.00	3,500.00	0.00
Park Employees Seasonal Salari	10-452-119	0.00	0.00	10,619.00	10,619.00	0.00
Park Electricity	10-452-411	271.16	271.16	6,000.00	5,728.84	4.52
Park Maintenance Equipment/Machinery	10-452-501	0.00	0.00	11,559.00	11,559.00	0.00
Park Maintenance Supplies	10-452-610	153.48	153.48	5,000.00	4,846.52	3.07
Park Bldg./Grounds Maintenance	10-452-615	522.65	522.65	45,373.00	44,850.35	1.15
Joe Rowell Park Improvements	10-452-708	1,500.00	1,500.00	14,750.00	13,250.00	10.17
Flanders Improvements	10-452-709	0.00	0.00	11,883.00	11,883.00	0.00
Conservation Trust Fund/Lottery Expens	10-452-900	0.00	0.00	16,020.00	16,020.00	0.00
Plaground Donation Expense	10-452-901	0.00	0.00	5,000.00	5,000.00	0.00
Solar Lease Purchase Principal DSB	10-500-803	0.00	0.00	1,291.00	1,291.00	0.00
Solar Lease Purchase Interest DSB	10-500-804	0.00	0.00	397.00	397.00	0.00
TOTAL EXPENSES		48,909.37	48,909.37	1,149,793.50	1,100,884.13	4.25
TOTAL INCOME		62,757.89	62,757.89	836,299.73	-773,541.84	7.50
NET TOTALS		13,848.52	13,848.52	-313,493.77	327,342.29	-4.42

Budget Analysis

Reporting As Of 01/01/2022 to 01/31/2022

Reporting Department: 20 - Street

Account Description	Account No.	Current Month	YTD Actual	Budget Year	YTD Variance	% Used
Specific Ownership Tax	20-311-101	1,188.75	1,188.75	11,000.00	-9,811.25	10.81
Sales Tax Revenue	20-313-100	29,135.59	29,135.59	302,342.00	-273,206.41	9.64
HUTF Revenue	20-330-100	2,451.85	2,451.85	27,000.00	-24,548.15	9.08
Road & Bridge	20-330-101	0.00	0.00	11,686.00	-11,686.00	0.00
Other Miscellaneous Revenue	20-341-102	1,344.62	1,344.62	0.00	1,344.62	0.00
Bank Interest	20-361-101	35.79	35.79	260.00	-224.21	13.77
TOTAL INCOME		34,156.60	34,156.60	352,288.00	-318,131.40	9.70
STREET PAINTING	20-20-431	0.00	0.00	6,500.00	6,500.00	0.00
Treasurer	20-415-111	633.32	633.32	9,816.00	9,182.68	6.45
Administrative Clerk	20-415-112	894.50	894.50	12,298.00	11,403.50	7.27
Town Clerk	20-415-113	717.57	717.57	9,332.00	8,614.43	7.69
Maintenance Overtime	20-415-116	654.07	654.07	4,700.00	4,045.93	13.92
Interim Town Manager	20-415-118	1,956.25	1,956.25	25,000.00	23,043.75	7.83
Board Payment	20-415-119	0.00	0.00	1,687.50	1,687.50	0.00
Health/Dental/Life - Insurance	20-415-210	6,594.65	6,594.65	32,577.00	25,982.35	20.24
Payroll Taxes	20-415-220	548.10	548.10	8,000.00	7,451.90	6.85
Employee Retirement	20-415-230	171.51	171.51	3,000.00	2,828.49	5.72
Building Inspector	20-424-118	1,160.00	1,160.00	15,000.00	13,840.00	7.73
Maintenance Salaries	20-431-115	2,981.54	2,981.54	49,442.00	46,460.46	6.03
Town Attorney	20-431-330	481.25	481.25	10,000.00	9,518.75	4.81
Audit Fees	20-431-331	0.00	0.00	3,000.00	3,000.00	0.00
Weed Control	20-431-340	0.00	0.00	1,500.00	1,500.00	0.00
Maintenance on Equipment	20-431-341	1,099.49	1,099.49	11,000.00	9,900.51	10.00
Gas	20-431-410	0.00	0.00	500.00	500.00	0.00
Electric Service	20-431-411	146.15	146.15	1,000.00	853.85	14.62
Street Light Electricity	20-431-412	2,199.22	2,199.22	26,000.00	23,800.78	8.46
Liability Insurance	20-431-520	2,386.72	2,386.72	9,000.00	6,613.28	26.52
Telephone/Internet/Fiber	20-431-530	340.40	340.40	5,000.00	4,659.60	6.81
Small Tools & Equipment	20-431-612	0.00	0.00	4,500.00	4,500.00	0.00
Uniforms	20-431-613	0.00	0.00	1,800.00	1,800.00	0.00
Traffic Signs	20-431-614	0.00	0.00	4,000.00	4,000.00	0.00
Parts and Supplies	20-431-618	142.02	142.02	6,200.00	6,057.98	2.29
Fuel and Lubricants	20-431-626	1,522.90	1,522.90	20,000.00	18,477.10	7.61
Miscellaneous/Cont.	20-431-650	0.00	0.00	10,000.00	10,000.00	0.00
Equipment	20-431-700	0.00	0.00	2,000.00	2,000.00	0.00
Capital Outlay	20-431-701	0.00	0.00	43,120.00	43,120.00	0.00
Patching & Gravel	20-431-730	0.00	0.00	24,000.00	24,000.00	0.00
Lease Purchase Principal - CAT or Solar	20-500-803	2,764.53	2,764.53	34,700.00	31,935.47	7.97
Lease Purchase Interest - CAT or Solar	20-500-804	0.00	0.00	12,433.00	12,433.00	0.00
TOTAL EXPENSES		27,394.19	27,394.19	407,105.50	379,711.31	6.73
TOTAL INCOME		34,156.60	34,156.60	352,288.00	-318,131.40	9.70
NET TOTALS		6,762.41	6,762.41	-54,817.50	61,579.91	-12.34

Budget Analysis

Reporting As Of 01/01/2022 to 01/31/2022

Reporting Department: 30 - Water Department

Account Description	Account No.	Current Month	YTD Actual	Budget Year	YTD Variance	% Used
Development Fees	30-322-102	650.00	650.00	0.00	650.00	0.00
Grant Revenue	30-334-101	0.00	0.00	25,000.00	-25,000.00	0.00
Water User Fees	30-340-100	20,789.36	20,789.36	243,000.00	-222,210.64	8.56
New Water Taps	30-340-101	4,500.00	4,500.00	4,500.00	0.00	100.00
Water Dock	30-340-102	1,910.00	1,910.00	23,000.00	-21,090.00	8.30
TOTAL INCOME		27,849.36	27,849.36	295,500.00	-267,650.64	9.42
Treasurer	30-415-111	633.32	633.32	9,816.00	9,182.68	6.45
Administrative Clerk	30-415-112	894.50	894.50	12,298.00	11,403.50	7.27
Town Clerk	30-415-113	717.57	717.57	9,332.00	8,614.43	7.69
Board Payment	30-415-117	0.00	0.00	1,687.50	1,687.50	0.00
Interim Town Manager	30-415-118	1,956.25	1,956.25	25,000.00	23,043.75	7.83
Health/Dental/Life - Insurance	30-415-210	6,594.65	6,594.65	32,577.00	25,982.35	20.24
Payroll Taxes	30-415-220	456.96	456.96	7,820.00	7,363.04	5.84
Employee Retirement	30-415-230	136.71	136.71	3,121.00	2,984.29	4.38
State Compensation	30-415-260	0.00	0.00	2,200.00	2,200.00	0.00
Maintenance Salaries	30-433-115	2,981.54	2,981.54	49,442.00	46,460.46	6.03
Maintenance Overtime	30-433-116	654.07	654.07	5,000.00	4,345.93	13.08
Subscriptions & Dues	30-433-310	0.00	0.00	1,000.00	1,000.00	0.00
Public Works Education	30-433-321	0.00	0.00	1,500.00	1,500.00	0.00
Town Attorney	30-433-330	481.25	481.25	10,000.00	9,518.75	4.81
Audit Fees	30-433-331	0.00	0.00	3,000.00	3,000.00	0.00
Licensed Operator	30-433-342	473.52	473.52	3,500.00	3,026.48	13.53
Laboratory Services	30-433-343	0.00	0.00	3,500.00	3,500.00	0.00
Water Permit Fees	30-433-344	0.00	0.00	500.00	500.00	0.00
Plant-Electricity	30-433-411	1,553.20	1,553.20	20,000.00	18,446.80	7.77
Plant-Propane	30-433-414	0.00	0.00	2,500.00	2,500.00	0.00
Maint. on Equip. Purchased Ser	30-433-431	0.00	0.00	1,000.00	1,000.00	0.00
Plant-Maintenance of Equipment	30-433-432	0.00	0.00	750.00	750.00	0.00
Liability Insurance	30-433-520	2,386.72	2,386.72	8,831.00	6,444.28	27.03
Telephone/Internet	30-433-530	340.40	340.40	5,000.00	4,659.60	6.81
Travel & Mileage	30-433-580	0.00	0.00	1,000.00	1,000.00	0.00
Postage & Freight	30-433-602	0.00	0.00	2,100.00	2,100.00	0.00
Office Supplies	30-433-610	555.40	555.40	800.00	244.60	69.43
Building & Grounds Maintenance	30-433-611	0.00	0.00	750.00	750.00	0.00
Small Tools/Equipment	30-433-612	0.00	0.00	1,500.00	1,500.00	0.00
Uniforms	30-433-613	0.00	0.00	1,500.00	1,500.00	0.00
Chemicals	30-433-617	0.00	0.00	12,000.00	12,000.00	0.00
Parts & Supplies	30-433-618	535.82	535.82	25,900.00	25,364.18	2.07
Miscellaneous/Contingency	30-433-650	203.00	203.00	5,000.00	4,797.00	4.06
Equipment	30-433-700	0.00	0.00	2,000.00	2,000.00	0.00
Capital Outlay	30-433-701	0.00	0.00	55,300.00	55,300.00	0.00
Fire Hydrants	30-433-707	0.00	0.00	500.00	500.00	0.00
DSB Water Loan Payment	30-500-800	2,034.14	2,034.14	18,306.00	16,271.86	11.11
DSB Water Interest Payment	30-500-801	0.00	0.00	6,102.00	6,102.00	0.00
TOTAL EXPENSES		23,589.02	23,589.02	352,132.50	328,543.48	6.70
TOTAL INCOME		27,849.36	27,849.36	295,500.00	-267,650.64	9.42
NET TOTALS		4,260.34	4,260.34	-56,632.50	60,892.84	-7.52

Budget Analysis

Reporting As Of 01/01/2022 to 01/31/2022

Reporting Department: 40 - Sewer Department

Account Description	Account No.	Current Month	YTD Actual	Budget Year	YTD Variance	% Used
Sewer Users Fees	40-340-100	17,505.47	17,505.47	189,000.00	-171,494.53	9.26
New Sewer Taps	40-340-101	4,500.00	4,500.00	4,500.00	0.00	100.00
TOTAL INCOME		22,005.47	22,005.47	193,500.00	-171,494.53	11.37
Treasurer	40-415-111	633.34	633.34	9,816.00	9,182.66	6.45
Administrative Clerk	40-415-112	894.48	894.48	12,298.00	11,403.52	7.27
Town Clerk	40-415-113	717.58	717.58	9,332.00	8,614.42	7.69
Interim Town Manager	40-415-117	1,956.25	1,956.25	25,000.00	23,043.75	7.83
Board Payment	40-415-118	0.00	0.00	1,687.50	1,687.50	0.00
Health/Dental/Life - Insurance	40-415-210	6,594.65	6,594.65	32,577.00	25,982.35	20.24
Payroll Taxes	40-415-220	456.98	456.98	7,820.00	7,363.02	5.84
Employee Retirement	40-415-230	136.70	136.70	3,121.00	2,984.30	4.38
State Compensation	40-415-260	0.00	0.00	2,200.00	2,200.00	0.00
Maintenance Salaries	40-432-115	2,981.54	2,981.54	49,442.00	46,460.46	6.03
Maintenance Overtime	40-432-116	654.03	654.03	5,000.00	4,345.97	13.08
Subscriptions & Dues	40-432-310	0.00	0.00	1,200.00	1,200.00	0.00
Public Works Education	40-432-321	100.00	100.00	2,000.00	1,900.00	5.00
Town Attorney	40-432-330	481.25	481.25	10,000.00	9,518.75	4.81
Audit Fees	40-432-331	0.00	0.00	3,000.00	3,000.00	0.00
Maint on Equip Purchase Servic	40-432-341	0.00	0.00	1,500.00	1,500.00	0.00
Operator/Licensed Services	40-432-342	0.00	0.00	300.00	300.00	0.00
Laboratory Services	40-432-343	206.00	206.00	8,000.00	7,794.00	2.58
Waste Water Permit	40-432-345	0.00	0.00	1,700.00	1,700.00	0.00
Electric Service	40-432-411	637.90	637.90	6,802.00	6,164.10	9.38
Maintenance of Plant Equipment	40-432-432	1,688.25	1,688.25	0.00	-1,688.25	0.00
Liability Insurance	40-432-520	2,386.67	2,386.67	8,831.00	6,444.33	27.03
Telephone Service	40-432-530	340.39	340.39	5,000.00	4,659.61	6.81
Travel & Mileage	40-432-580	0.00	0.00	500.00	500.00	0.00
Postage & Freight	40-432-602	0.00	0.00	1,000.00	1,000.00	0.00
Office Supplies	40-432-610	200.00	200.00	500.00	300.00	40.00
Plant Building & Grounds Maint	40-432-611	0.00	0.00	100.00	100.00	0.00
Small Tools & Equipment	40-432-612	0.00	0.00	750.00	750.00	0.00
Uniforms	40-432-613	0.00	0.00	1,400.00	1,400.00	0.00
Chemicals	40-432-617	0.00	0.00	2,500.00	2,500.00	0.00
Parts and Supplies	40-432-618	2,340.54	2,340.54	5,000.00	2,659.46	46.81
Miscellaneous/Contingency	40-432-650	204.96	204.96	2,500.00	2,295.04	8.20
Equipment	40-432-700	0.00	0.00	2,000.00	2,000.00	0.00
Solar Lease Purchase Principal DSB	40-500-803	0.00	0.00	8,500.00	8,500.00	0.00
Solar Lease Purchase Interest DSB	40-500-804	0.00	0.00	698.00	698.00	0.00
TOTAL EXPENSES		23,611.51	23,611.51	232,074.50	208,462.99	10.17
TOTAL INCOME		22,005.47	22,005.47	193,500.00	-171,494.53	11.37
NET TOTALS		-1,606.04	-1,606.04	-38,574.50	36,968.46	4.16

Town of Dolores
Resolution No R523
SERIES 2023

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH ONWARD! A LEGACY FOUNDATION D/B/A LOST CANYON BIKE AND SKATE PARK COMMITTEE TO PLAN AND FUNDRAISE FOR THE CONSTRUCTING OF A BIKE PARK IN JOE ROWELL PARK

WHEREAS, the Town of Dolores (“Town”) master plan for Joe Rowell Park identified the construction of a bike and skate park as a priority that will benefit the community and citizens of the Town of Dolores;

WHEREAS, the Lost Canyon Bike and Skate Park Committee has organized as a grassroots network of persons interested in the completion of the bike and skate park and has joined Onward! A Legacy Foundation, a not-for-profit entity having tax exempt status with the Internal Revenue Service as one of its affiliate organizations (hereinafter “Committee/Onward!”);

WHEREAS the Committee/Onward! and the Town of Dolores wish to enter into an agreement whereby the Committee/Onward! will fundraise for the bike and skate park and provide volunteer services under the direction of the Town for the planning, design, construction and maintenance of the bike and skate park under the direction of the Town.

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

Section 1. In support of the bike and skate park project the Town Trustees approve the agreement attached hereto as Exhibit 1 and authorize the Town Manager to enter into the agreement in the Town’s behalf.

Section 2. This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED this 13th day of March 2023.

Mayor

ATTEST:

Town Clerk

Exhibit A to Resolution
Onward! A legacy foundation dba Lost Canyon Bike and Skate Park

This agreement is entered into as of March ____, 2023, by and between Onward! A Legacy Foundation d/b/a the Lost Canyon Bike and Skate Park Committee (hereinafter referred to as "Committee/Onward!"). Onward! is the physical sponsor of the Lost Canyon Bike and Skate Park Committee, a nonprofit organization, operating under its 501c3 tax exemption and whose address is 32 North Chestnut, Cortez, CO 81321, and the TOWN OF DOLORES (hereinafter referred to as the "Town"), whose address is P.O. Box 630, Dolores, CO 81323.

This agreement between the TOWN and the Committee/Onward! is meant as a good-faith effort between the parties to establish a bike and skate park at a location to be determined at Joe Rowell Park, with a legal address of 101 Railroad Avenue, Dolores, CO., 81323

NOW THEREFORE, hereto, with intention of being legally bound, the parties' contract and agree as follows:

The TOWN:

1. Consistent with its park plan and after considering the advice of professionals, such as an engineer and surveyor, designate a location for the bike and skate park within Joe Rowell Park.
2. The Town shall at all times maintain exclusive ownership and control over the bike and skate park within Joe Rowell Park and nothing herein shall be construed to be a delegation of its exclusive authority to enter into contracts for the design and construction of the bike and skate park or to expend funds.
3. The Town will retain final decision-making authority and will guide the process of the design, construction and maintenance of the bike and skate park.
4. Nothing in this MOU shall be deemed to restrict the authority of the Town to adopt by resolution and ordinance restrictions and rules on the use of bike and skate park area in accordance with law.
5. The Town Manager will be primary contact under this agreement on behalf of the Town.

The Committee/Onward!

1. Maintain a primary contact person with whom Town Staff may work with, updating telephone, email, and mailing contact information as necessary.

2. Provide the Town with proof of the Committee's affiliation with Onward! tax exempt status, and immediately update the Town on any change of the legal relationship between the Committee and Onward!
3. The Committee/Onward! acknowledges that it has no authority to represent the Town, expend funds on behalf of the Town, commit the Town to expending public funds, and has not authority to bind the Town to any contract or other legal commitment.
4. The Committee/Onward acknowledges and understands that the Town is the sole owner of Joe Rowell Park and the area where the bike and skate park are proposed that any action in furtherance of the design, construction and maintenance of the bike and skate park require lawful approval of the Town Board of Trustees, and that once constructed, such improvements become the sole property of the Town under its exclusive control.
5. The Committee/Onward! must represent to the public and all third parties that it is not acting on the Town's behalf and does not have authority to commit the Town to any course of action or contract. It must not represent that it is fundraising on behalf of the Town.
6. The Committee/Onward! is intended to act as an informal advisory body and as such will provide ideas, general advice and non-professional consulting services free of charge to assist the Town in the process of designing and constructing the bike park. It may recommend contractors who can provide professional design and construction services for the Town. It may, under the direction of the Town and on such conditions as it may impose, organize volunteer hours for the design, construction and maintenance of the bike and skate park.
7. The Committee/Onward! may fundraise and apply for grants, in its own name, to raise funds for the design, construction and maintenance of the bike and skate park with the understating that all such funds must be transferred to the Town of Dolores prior to their expenditure. The Committee/Onward will report to the Town in a regular basis of its fundraising efforts.
8. All volunteers working on Town property will execute a release of liability holding the Town of Dolores harmless from liability on a form satisfactory to the Town Attorney.
9. The term of this agreement shall run from March 28, 2023, until terminated by either party.

Town Manager Ken Charles

Authorized agent for Onward! a Legacy
Foundation

DRAFT

**Town of Dolores
Resolution No
SERIES 2023**

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN
AGREEMENT WITH THE DOLORES COMMUNITY CENTER ASSOCIATION**

WHEREAS, the continued operation of the Dolores Community Center located at 400 Riverside, Dolores, Colorado (hereinafter "Center") is of vital importance to the citizens of the Town of Dolores and larger community;

WHEREAS the Community Center is presently owned by the Dolores Community Center Association, a Colorado nonprofit corporation (hereinafter "Association");

WHEREAS the Dolores Community Center Association and the Town of Dolores have entered into discussions on how to keep the continued operation of the Community Center viable and sustainable;

WHEREAS the Town of Dolores and the Association have agreed to enter into a lease agreement whereby the Association agrees to lease the Center to the Town but will continue to operate the Center during the term of the Lease

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

Section 1. The Town Trustees approve the lease and operating agreement attached hereto as Exhibit 1 and authorize the Town Manager to enter into the agreement in the Town's behalf.

Section 2. This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED this 13th day of March, 2023.

Mayor

ATTEST:

Town Clerk

**Exhibit 1 to Resolution
Lease and Operating agreement**

This agreement is entered into as of April 1, 2023, by and between The Dolores Community Center Association, a Colorado Non-Profit Corporation (Association) whose address is PO Box 324, Dolores, CO 81321, and the TOWN OF DOLORES (hereinafter referred to as the "Town"), whose address is P.O. Box 630, Dolores, CO 81323.

This agreement between the Town and the Association is intended as a lease of the real property located at 400 Riverside Ave, Dolores, CO 81323, described in that deed recorded at Book 470, page 8 in the real estate records of Montezuma County, Colorado (subject property).

NOW THEREFORE, hereto, with intention of being legally bound, the parties' contract and agree as follows:

1. The Association leases the subject property to the Town of Dolores for the term of one year commencing April 1, 2023 and ending March 31, 2024 for the sum of \$10.00, the receipt and sufficiency of which is acknowledged.
2. The Town shall maintain a policy of casualty and liability insurance on the premises, the cost of which shall be reimbursed by the Association within 15 days of delivery of a written request by Town.
3. The Association shall operate the community center for the benefit of the public in the same manner and in accordance with the same practices, policies and procedure it has in place on March 31, 2023 through the term of this lease in order to continue to provide services to the public. The Association may keep any excess revenue generated and shall be solely responsible to cover any losses from its reserves.
4. The Association shall maintain the property in good condition during the term of this lease and shall be solely responsible for the cost of all repairs and maintenance.
5. The Association shall maintain its tax exempt status during the term of this lease.
6. The Association 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 Association, or of any other person or entity for whose act or omission the Association is liable, with respect to the operation of the community center (the "Claims"); and 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 any Claims.
7. This agreement may be terminated by either party at any time by giving 30 days' written notice to the other.
8. The parties may mutually agree to extend this lease after the expiration of the initial term in

writing subject to approval by the Board of Trustees of the Town of Dolores. Absent such extension, possession shall be deemed to have been fully restored free form the terms of this lease to the Association.

Town Manager

Authorized agent for Dolores
Community Center Association

DRAFT

3588 70D American Legion Deed

Reception No. 213702

Jean DeGraff

Recorder.

THIS DEED, Made this _____ day of 19 76, between MONTELORES POST NO. 69, INC. a/k/a MONTELORES POST NO. 69 American Legion, a Colorado Non-Profit Corporation,

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and DOLORES COMMUNITY CENTER ASSOCIATION, A Colorado Non-Profit Corporation

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the second part,

WITNESS, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration

Recorder's Stamp

BOOK 470 PAGE 08

State Documentary Fee Date September 24, 1976 \$ 5.85 Total Consideration ---

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and QUIT CLAIMED, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described situate, lying and being in the _____ County of Montezuma and State of Colorado, to wit: A tract of land in the Northeast Quarter of Section 16, Township 37 North, Range 15 West, N.M.P.M., Montezuma County, Colorado, described as follows: Beginning at a point on the North line of said Section 16, North 89°52' West 445.8 feet from the Northeast Corner of said Section; thence South 11°00' East 30.6 feet to the point of beginning of the tract; thence, continuing South 11°00' East 190.0 feet, more or less, to the north bank of the Dolores River; thence, South 87°06' West 185.6 feet along the north bank of the Dolores River; thence, North 11°00' west 200.0 feet, more or less; thence, South 89°52' East 187.2 feet to the point of beginning of said tract. SUBJECT TO EXHIBIT A ANNEXED HERETO AND INCORPORATED INTO THIS DEED BY REFERENCE.

... AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

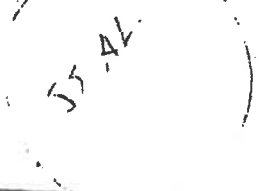
IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

MONTELORES POST NO. 69, INC. a/k/a
Montelores Post No. 69 American
Legion

Attest: _____
George Green
Secretary.

By *Charles F. Tobin*
President.

SEAL



STATE OF COLORADO,
County of Montezuma } ss.

The foregoing instrument was acknowledged before me this 23 day of September

19 76, by Charles F. Tobin as President and
George Green as Secretary of
Montelores Post No. 69, Inc., a/k/a Montelores Post No. 69, American Legion a corporation.

My commission expires 2 - 22 - 77

Witness my hand and official seal.

Barbara Stebb
Notary Public.

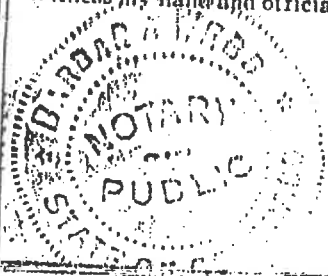


EXHIBIT A

In the event The Dolores Community Center Association and/or the Town of Dolores fails to perform or exist, or that the Community Building is not used for or as a public community building as intended, and in the event the building is either unused or used for purposes other than the intention, then the title shall revert to the Dolores Legion, American Legion Post #69, after a period of not to exceed two years and in the event the American Legion Post #69 is not in existence or not functioning, the same shall have an additional year to organize and act as principal to this deed. The American Legion Post #69 shall be entitled to suitable storage and meeting space and to have access to the Dolores Community Building for regular meetings which shall be guaranteed by The Dolores Community Center Association.

ORDINANCE NO 563

SERIES 2023

**AN ORDINANCE AMENDING TITLE 5 OF THE DOLORES MUNICIPAL CODE
PERTAINING TO BUSINESS LICENSES**

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, the Colorado General Assembly passed Senate Bill 22-032 which took effect in 2023 and which changes the Town's authority to charge a business license fee for certain types of businesses.

WHEREAS the Board of Trustees wishes to revised its Municipal Code to bring it into compliance with recent changes in the law and make certain revisions to make the issuance of business licenses more efficient and business friendly.

WHEREAS Title 5 of the Dolores Municipal Code pertains to the Town's authority to issue business licenses.

NOW THEREFORE, BE IT ORDAINED BY TOWN OF DOLORES BOARD OF TRUSTEES THAT Title 5 of the Dolores Municipal Code is amended as follows:

Section 1. The following definitions are added to the Section 5.04.020:

Incidental Physical Presence shall have the same meaning as that term is defined in CRS Section 39-36-802.9 as amended.

Physical Presence shall have the same shall have the same meaning as that term is defined in CRS Section 39-36-802.9 as amended.

Section 2. Section 5.04.10 is repealed and amended as follows:

A. It shall be unlawful for any person or entity to conduct, engage in or establish a business or place of business in the town, including a home occupation, without having first obtained a business license. Additionally, certain businesses or business activities defined in this Article shall be subject to special supplemental licensing requirements. A separate business license shall be required for each place of business and, unless otherwise specifically provided on the license, a business license shall expire one calendar year from the date issued, unless sooner revoked.

B. The Town of Dolores Board of Trustees has adopted a fee schedule for business licenses, which may be amended from time to time by resolution. No fee will be charged to any business license applicant who attests under oath and represents to the satisfaction of the Town Clerk that it does not have a physical presence or only an incidental physical presence in the Town of Dolores as defined by CRS Section 39-36-802.9.

C. A business license is required to operate a short-term rental in the Town of Dolores as further defined in and regulated by the applicable provisions for short-term rental regulations set forth in the Dolores Land Use Code as amended from time to time.

D. The Town Clerk may in their discretion waive the requirement for apply for a business license for any person or entity that entirely lacks any physical presence in the Town of Dolores as defined by CRS Section 39-36-802.9 and which is not otherwise subject to regulation by the Dolores Municipal Code.

E. A violation of this section shall be punished as set forth in section 1.12.010.

Section 3. 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 4. 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 _____, 2023 or 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.

DOLORES BOARD OF TRUSTEES:

By: _____

Leigh Reeves

Attest:

By: _____

Town Clerk Tammy Neely

**Town of Dolores
Resolution No R522
Series 2023**

**A RESOLUTION ACCEPTING THE AWARD OF THE COLORADO
DEPARTMENT OF TRANSPORTATION REVITALIZING MAIN STREETS
OPPORTUNITY 2 (SMALL GRANTS) PROGRAM GRANT**

WHEREAS, the Board of Trustees has identified the construction of a public restroom facility in Flanders Park as a public improvement that will serve the citizens, businesses and visitors to the Town of Dolores; and,

WHEREAS, Town of Dolores submitted and was awarded a \$165,000 grant from the Colorado Department of Transportation Revitalizing Main Streets Opportunity 2 (Small Grants) Program, herein after "CDOT Revitalizing Main Streets grant" in order to fund a portion of the cost of the Flanders Park restroom facilities; and,

WHEREAS, the Grant awarded requires acceptance of the terms and conditions set forth in Exhibit A, attached hereto; and,

WHEREAS, as stated in the grant award, the Town agrees that it is responsible for matching funds estimated to be a minimum of \$16,500; and

WHEREAS, the Town understands that if the grant awarded is accepted, all funds received under the grant must be spent by the deadline set forth in the grant conditions; and

WHEREAS, the Board of Trustees desires to accept the terms and conditions of the grant.

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

Section 1. The Board of Trustee accepts the award of the grant and terms and conditions of the CDOT Revitalizing Main Streets grant set forth in Exhibit A and agrees to be bound by the same;

Section 2. The Town Manager is hereby authorized and directed to execute all documents and do all other things necessary on behalf of the Town to accept the CDOT Revitalizing Main Streets grant on behalf of the Town, including but not limited to the Acknowledgment Affidavit contained in Exhibit A;

Section 3. All action heretofore taken in furtherance of the purposes of the Grant Application are hereby ratified and confirmed.

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

Section 6. This Resolution is intended to repeal and replace Resolution R-472, Series 2022 adopted on February 28, 2022.

PASSED AND ADOPTED this 13th Day of March, 2023.

Mayor Leigh Reeves

ATTEST:

Town Clerk Tammy Neely



COLORADO
Department of Transportation
Division of Transportation Development

Multimodal Planning Branch
2829 W. Howard Pl., Denver, CO 80204

Town of Dolores

02/23/2023

Ken Charles,

Congratulations. The Colorado Department of Transportation (CDOT) has reviewed the application submitted by the Town of Dolores for the Revitalizing Main Streets (RMS) Opportunity 2 funds. This letter provides the official notification for approval of the award. This letter provides information regarding the execution of the grant. Please return the signed affidavit after reading all materials shared with you.

Funds

The Town of Dolores' Revitalizing Main Street Program project has been awarded funding, in the funding amount of: \$165,000.00. Please note the following detailed regarding these funds:

1. This grant requires the use of your local match minimum amount: \$16,500.00.
2. For the project being awarded funding, the allocation is for the reimbursement of funds up to, and not to exceed, the RMS Funding Amount listed above. If project costs overrun, exceeding the grant award and committed match, those costs are the responsibility of the local agency, no additional RMS grant funds are guaranteed for your project.
3. RMS funding operates on a reimbursable basis, therefore the grantee is required to capture all invoices for work within the scope of the project as well as copies of proof of payment for those invoices. Those will be submitted to CDOT along with the invoice cover sheet for reimbursement. Note reimbursement is not immediate. Once the invoices and cover sheets are validated to be accurate, the process for reimbursement can take weeks to process. A CDOT Local Agency Billing Form is attached to this email.

Timeline:

The timeline for which your award has been granted is: 02/23/2023 to 11/30/2024. Please note the following detailed regarding this timeline:

1. If delays arise that impact project readiness and subsequent project completion, please reach out to us at minimum 4 months before your expiration date.
2. If an extension request is not submitted and approved within four months of the end date of the Purchase Order, CDOT may not be able to extend the current contract. This could result in a work stop period. In addition, CDOT reserves the right to remove this award and reallocate funding to the next ranked application.

Next Steps

After reading the small grant terms & conditions and your Purchase Order document, please return the signed affidavit before your project begins. In addition, determine your





COLORADO
Department of Transportation
Division of Transportation Development

organizational structure for keeping all records for this grant to ensure you can execute successfully.

Please be prepared to complete a Close Out Report and submit 'after' images once the project is completed.

Again, congratulations on your awarded project and we look forward to working with you.

Sincerely,

Neysa Bermingham

Revitalizing Main Streets Grant Administer

cdotmainstreets@state.co.us

Attachments:

- *Purchase Order*
- *Billing Invoice*
- *Small Dollar Grant Terms & Conditions*
- *Affidavit*
- *Close Out Report*





Grantee: Town of Dolores	Project Name: Flanders Park Restroom
Purchase Order Number: 411034619	Notice To Proceed Date: March 13, 2023

Acknowledgement of Receipt

On behalf of the grantee agency, the undersigned acknowledges receipt of the Small Grant Terms & Conditions and the Purchase Order for the CDOT Revitalizing Main Streets grant for which my agency has been approved. I have read both documents and understand the terms and conditions of the grant. I further understand the scope of project work cannot commence prior to the issuance and receipt of the CDOT Purchase Order, in addition the work must be completed before the CDOT Purchase Order end date.

_____ on **March 13, 2023**
Signature Date

Ken Charles Town Manager
Print Name Role (in relation to grantee agency)

Proof of Accountability

I am employed, contracted or volunteer for the grantee: **Contracted**

I am over the age of 18 and have been delegated to be accountable for this grant on behalf of the grantee. The grantee business address is:

420 Central Avenue, PO Box 630, Dolores, CO 81323

State of Colorado Small Dollar Grant Award Terms and Conditions

third parties, if any, engaged by Grantee to aid in performance of the Work; (l) **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) **“Work”** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental

State of Colorado Small Dollar Grant Award Terms and Conditions

agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
10. **Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.
11. **Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the

State of Colorado Small Dollar Grant Award Terms and Conditions

Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. **Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
13. **Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
14. **Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late

State of Colorado Small Dollar Grant Award Terms and Conditions

charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. **Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
16. **Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
17. **Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
18. **Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
20. **Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

State of Colorado Small Dollar Grant Award Terms and Conditions

21. **Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
22. **Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
23. **Indemnification.** *[Not Applicable to Inter-governmental agreements]* Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
24. **Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
25. **Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best

State of Colorado Small Dollar Grant Award Terms and Conditions

rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. **Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
27. **Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.
28. **Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.
29. **Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

State of Colorado Small Dollar Grant Award Terms and Conditions

funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
31. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
32. **Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
33. **Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
34. **Choice of Law, Jurisdiction and Venue.** **[Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and

State of Colorado Small Dollar Grant Award Terms and Conditions

County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. **Prohibited Terms.** Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

- A. **Definitions.** The following terms shall be construed and interpreted as follows: (a) **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; (f) **“State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) **“State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) **“State Records”** means any and all State data, information, and records, regardless of physical form; (j) **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) **“Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports,

ADDENDUM 1: Additional Terms & Conditions for Information Technology

proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If

ADDENDUM 1: Additional Terms & Conditions for Information Technology

Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State,

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which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If

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Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current

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version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.



Grantee:	Project Name:
Purchase Order Number:	Notice To Proceed Date:

Acknowledgement of Receipt

On behalf of the grantee agency, the undersigned acknowledges receipt of the Small Grant Terms & Conditions and the Purchase Order for the CDOT Revitalizing Main Streets grant for which my agency has been approved. I have read both documents and understand the terms and conditions of the grant. I further understand the scope of project work cannot commence prior to the issuance and receipt of the CDOT Purchase Order, in addition the work must be completed before the CDOT Purchase Order end date.

_____ on _____
Signature Date

_____ Role (in relation to grantee agency)
Print Name

Proof of Accountability

I am employed, contracted or volunteer for the grantee: _____

I am over the age of 18 and have been delegated to be accountable for this grant on behalf of the grantee. The grantee business address is:

