



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING

MARCH 27TH 2023, 6:00 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>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

ACTION/APPROVAL OF THE AGENDA

IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

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.

CONSENT AGENDA:

Special event Permit, Southwest Colorado Cycling Association (SWCCA) April 20th, 2023, from 5:00 p.m. to 10:00 p.m. To be held at the Dolores Community Center.

Liquor License Renewal for Montezuma Mexican Restaurant LLC. For a hotel/restaurant license.

STAFF REPORTS:

Manager: Ken Charles

Attorney: Jon Kelly

ORDINANCE AND RESOLUTIONS:

- Resolution R524 Series 2023 Appointing Heather Robertson as Town Treasurer of the Town of Dolores.
- Resolution R526 Series 2023 Awarding Contract for Sale of Goods and Services to Sentry Siren Inc.
- Resolution R527 Series 2023 Authorizing the Town Manager to enter into an agreement with the Dolores Community Center Association.
- Resolution R528 Series 2023 Authorizing the Town Manager to enter into an agreement with ONWARD! A Legacy Foundation DBA Lost Canyon Bike and Skate Park Committee to plan and find raise for the constructing of bike park in Joe Rowell Park.

ADMINISTRATIVE BUSINESS AND PRESENTATIONS:

Discussion of proposed DRAFT ORDINANCE amending title 12 of the Dolores Municipal Code to regulate the public use of the Towns escarpment properties.

Discussion Nuisance Ordinance

FUTURE AGENDAS:

P&Z meeting April 11th, 2023

Parks meeting April 14th, 2023.

Board meetings: April 10th and Board/Workshop April 24th, 2023

ADJOURNMENT

Application for a Special Events Permit



State Only Permit/State Property

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

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input checked="" type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

| | |
|---|-----------------------------------|
| LIAB Type of Special Event Applicant is Applying for: | DO NOT WRITE IN THIS SPACE |
| 2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day | Liquor Permit Number |
| 2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day | |

| | | |
|--|--|---|
| 1. Name of Applicant Organization or Political Candidate Southwest Colorado Cycling Association Inc. (SWCCA) | | State Sales Tax Number (Required) |
| 2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO BOX 1302 CORTEZ, CO 81321 | | 3. Address of Place to Have Special Event (include street, city/town and ZIP) Dolores Community Center 400 Riverside Ave. Dolores, CO 81323 |

| | | | |
|---|--|----------------------------------|-----------------------------------|
| 4. Authorized Representative of Qualifying Organization or Political Candidate Dani Gregory | | Date of Birth 08/14/70 | Phone Number 9707491060 |
| Authorized Representative's Mailing Address (if different than address provided in Question 2.) | | | |

| | | | |
|---|--|--|-----------------------------------|
| 5. Event Manager Dani Gregory | | Date of Birth 08/14/70 | Phone Number 9707491060 |
| Event Manager Home Address (Street, City, State, ZIP) 31898 Road V.6, Dolores, CO 81323 | | Email Address of Event Manager swcca@swcocycling.com | |

| | |
|---|---|
| 6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____ | 7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____ |
|---|---|

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

| Date | Hours From | To | Date | Hours From | To | Date | Hours From | To | Date | Hours From | To | Date | Hours From | To |
|----------|------------|------------|------|------------|----|------|------------|----|------|------------|----|------|------------|----|
| 04/20/23 | 5:00 p.m. | 10:00 p.m. | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

| | | |
|----------------------------------|---------------------------------|-------------------------|
| Signature <i>Dani Gregory</i> | Title SWCCA President | Date 03/16/23 |
|----------------------------------|---------------------------------|-------------------------|

Report and Approval of Local Licensing Authority (City or County)

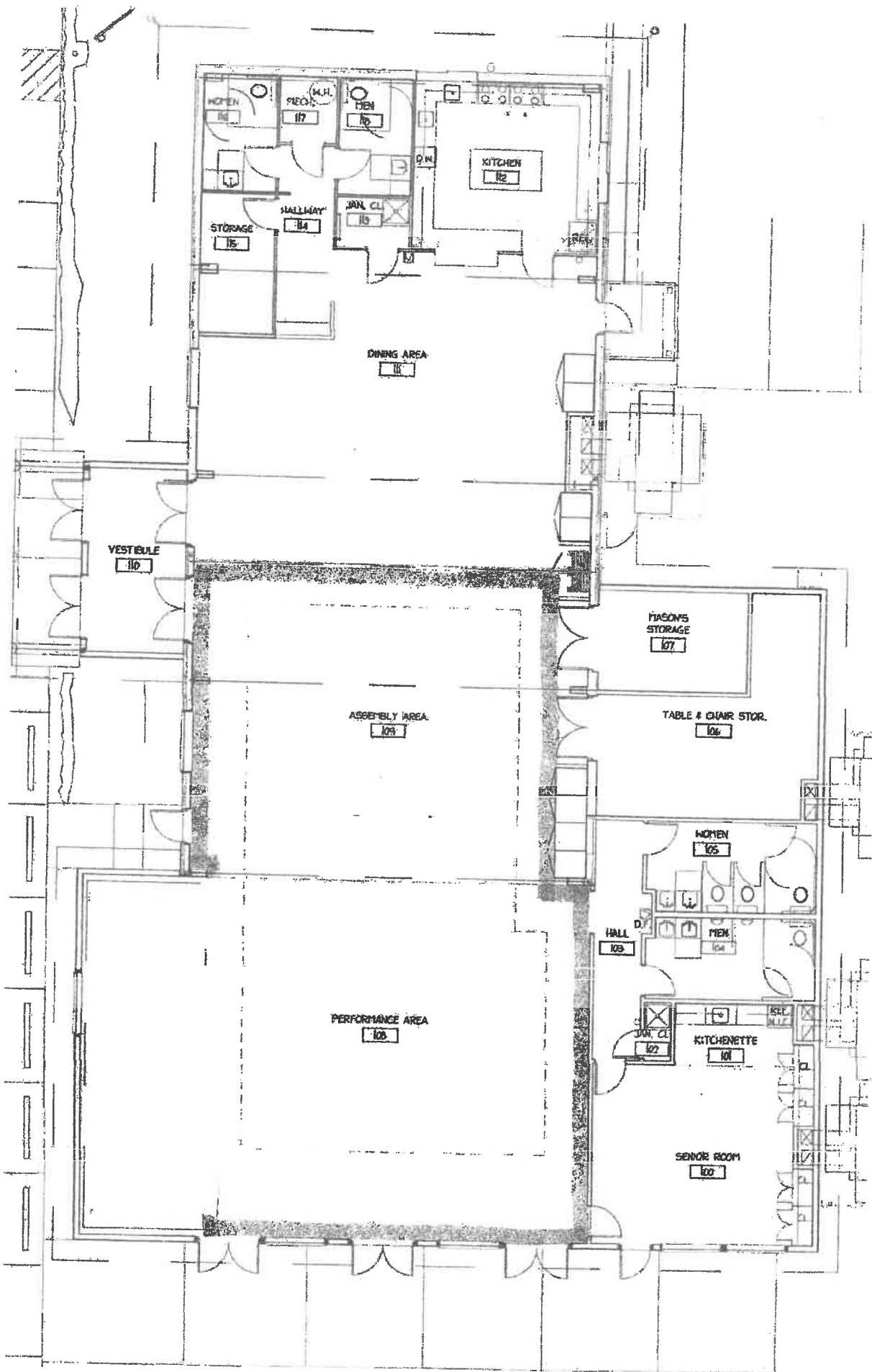
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

| | | |
|--|---|---------------------------------------|
| Local Licensing Authority (City or County) | <input type="checkbox"/> City <input type="checkbox"/> County | Telephone Number of City/County Clerk |
| Signature | Title | Date |

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

| Liability Information | | | Total |
|------------------------|----------------|------------|-------|
| License Account Number | Liability Date | State | |
| | | -750 (999) | \$ |



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Southwest Colorado Cycling Association, Inc.

is a

Nonprofit Corporation

formed or registered on 03/04/2004 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041081296 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/14/2023 that have been posted, and by documents delivered to this office electronically through 03/16/2023 @ 15:20:42 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/16/2023 @ 15:20:42 in accordance with applicable law. This certificate is assigned Confirmation Number 14788454



Jena Griswold

Secretary of State of the State of Colorado

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

Submit to Local Licensing Authority

MONTEZUMA MEXICAN RESTAURANT
PO BOX 2299
Dolores CO 81323

| Fees Due | |
|--|---------------|
| Renewal Fee | 550.00 |
| Storage Permit \$100 X _____ | \$ |
| Sidewalk Service Area \$75.00 | \$ |
| Additional Optional Premise Hotel & Restaurant \$100 X _____ | \$ |
| Related Facility - Campus Liquor Complex \$160.00 per facility | \$ |
| Amount Due/Paid | \$ 550 |

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 MONTEZUMA MEXICAN RESTAURANT LLC | | Doing Business As Name (DBA) MONTEZUMA MEXICAN RESTAURANT | |
| Liquor License # 03-06382 | License Type Hotel & Restaurant (city) | | |
| Sales Tax License Number 30606444 | Expiration Date 05/12/2023 | Due Date 03/28/2023 | |
| Business Address 1319 RAILROAD AVENUE Dolores CO 81323 | | | Phone Number 9706760043 |
| Mailing Address PO BOX 2299 Dolores CO 81323 | | Email pepejimcruz13@gmail.com | |
| Operating Manager Juan J. Jimenez | Date of Birth 3/19/1989 | Home Address 1010 Merritt Way Dolores, CO 81323 | Phone Number 970-499-2059 |
| 1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____ | | | |
| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery | | | |
| 4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |

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

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

| | | |
|--|----------------|--------|
| Affirmation & Consent | | |
| I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge. | | |
| Type or Print Name of Applicant/Authorized Agent of Business | Title | |
| <i>Juan Jose Jimenez de la cruz</i> | <i>Owner</i> | |
| Signature | Date | |
| <i>[Signature]</i> | <i>1-31-23</i> | |
| Report & Approval of City or County Licensing Authority | | |
| The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved. | | |
| Local Licensing Authority For | Date | |
| Signature | Title | Attest |
| | | |


Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

| | | | |
|--|--|---|-------------------------------|
| Name (Individual/Business) <u>Juan Jose Jimenez de la Cruz / Montezuma Mexican Restaurant</u> | | Social Security Number/Tax Identification Number | |
| Address <u>1319 Railroad Ave</u> | | | |
| City <u>Dolores</u> | | State <u>CO</u> | Zip <u>81323</u> |
| Home Phone Number <u>970-999-2059</u> | | Business/Work Phone Number <u>970-676-0043</u> | |
| Printed name of person signing on behalf of the Applicant/Licensee <u>Juan Jose Jimenez de la Cruz</u> | | | |
| Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)  | | | Date signed <u>1-31-23</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).

TOWN OF DOLORES

RESOLUTION NO. R524

Series 2023

**APPOINTING HEATHER ROBERTSON AS THE TOWN TREASURER OF THE TOWN OF DOLORES,
COLORADO**

WHEREAS, Colorado Revised Statute §31-4-304 states that the Board of Trustees of statutory towns shall appoint a Town Treasurer to carry out the statutory duties therein described; and,

WHEREAS, the Board of Trustees of the Town of Dolores, Colorado selected Heather Robertson to serve the Town Treasurer on March 27, 2023; and,

WHEREAS, the Board of Trustees desire to appoint Heather Robertson as the Town Treasurer of the Town of Dolores to carry out the functions prescribed by law and as otherwise directed by the Town.

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

SECTION 1. APPOINTMENT. The Board of Trustees hereby appoints Heather Robertson as the Town Treasurer of the Town of Dolores, Colorado with an effective March 27, 2023, who shall serve at the pleasure of the Board of Trustee.

Adopted March 27, 2023.

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

**Town of Dolores
Resolution No R526
Series 2023**

**A RESOLUTION AWARDING CONTRACT FOR THE SALE OF GOODS AND SERVICES
TO SENTRY SIREN, INC.**

WHEREAS, the Town of Dolores (the "Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Board of Trustees previously determined that a working and effective disaster siren system is essential for the life, safety and welfare of the residents of the Town of Dolores in the event of flood, wildland fire or other disaster threatening the Town; and

WHEREAS, the Town was awarded a grant from the Federal Emergency Management Agency's "COLORADO DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM" to fund a portion of the cost of replacement of the Town's current emergency siren system;

WHEREAS, the Town entered into an intergovernmental agreement with between the Town of Dolores, the Dolores Fire Protection District, and the Montezuma County Sheriff for the purpose of cooperating and cost sharing the expense of the installation and maintenance of an emergency siren system for the Town of Dolores;

WHEREAS the Town solicited bids from qualified applications to repair and replace the Town's emergency siren system;

WHEREAS the Town finds that Sentry Siren, Inc. has the best value suited to the Town's situation and purposes in the amount of \$56, 181.63 for the services (option 1) set forth in the attached proposal;

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

Section 1. The Town Board of Trustees hereby awards the contract for services to construct and maintain the Town of Dolores emergency siren system in the amount of \$56, 181.63 and, consistent with the terms of the above described grant and intergovernmental agreement, appropriates and authorizes the expenditure of these funds, and authorizes the Mayor to execute an Agreement and the Town Clerk to attest the agreement with Sentry Sirens, Inc. for said services substantially in compliance with Option 1 set forth in the proposal attached hereto as Exhibit A.

Section 2. This resolution shall become effective immediately upon its adoption by the Board of Trustees.

Passed, adopted and approved March 27, 2023

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Pro Tem Duvall "Val" Truelsen

Attest: _____, Town Clerk Tammy Neely



P.O. Box 386
Penrose, CO 81240
Tel: 719-372-6012
Fax: 719-372-6621
www.SentrySiren.com

February 16, 2023

Town of Dolores
ATTN: Ken Charles / Eric Simmons
420 Central Ave.
Dolores, CO 81328

RE: Dolores Early Warning Sirens Project

Dear Ken and Eric,

Thank you for the opportunity to assist you in protecting your community. I hope to make your job easier by aiding you in this process. A little about us: Our company is "relationship driven." Meaning, we establish lifetime relationships with our clients. We approach every job with the intention that each client will, from that day forward, only need Sentry for their warning needs. Next, our products are second to none in quality, durability, and performance. Our warranty is the best in the market, and we are proud to offer the lowest outage rate in the industry. Since 1905 we have been proudly building continuous duty, motor driven, omni-directional sirens, known to be the highest quality available today. We continue to take immense pride in their **quality, durability, and performance.**

The only maintenance our sirens require is the occasional testing. You will not have the large expense of maintaining sirens, finding outages, and locating non-functioning sirens. Our warning sirens are Omni-Directional (Full decibel output in all directions at all times); therefore, you will not encounter the dangers of rotating sirens, i.e., decreased siren coverage, Doppler Effect, signal confusion, or rotating mechanism failures. For comparison, our competitors' sirens usually require an annual maintenance contract that costs between \$1,500.00 and \$2,000.00 per siren, per year. We can eliminate those costs from the very start. We estimate the usable lifespan of any of the proposed warning sirens to be 20-25 years.

Enclosed, I've providing pricing and product literature for two different system options:

1. Option 1 is for our model 3V8-H-B sirens. This model is a battery powered, DC primary warning siren. We have included the cost of solar arrays for the sirens as an optional add-on. We would strongly recommend also bringing 120VAC power to the siren poles and using AC power as the primary source for the battery chargers and siren controller.
2. Option 2 is for our model 10V sirens. These units would require the use of the existing three phase AC services to power the sirens; there is no battery element in these AC only sirens. I wanted to present this as an option because, as you will see, there would be significant cost savings realized by deploying AC sirens as opposed to any kind of DC / battery siren.

.....

February 16, 2023

Page 2

Both siren options include our Generation 3 siren controller; this device allows for siren activation via 2-tone paging over VHF radio. Per the RFQ, I have also included a land line telephone interface that would allow the town to connect a dedicated landline / dedicated phone number to each siren. This allows the user to "call" the siren and activate each unit individually by keying in the correct codes on their telephone keypad.

I hope we have answered all your questions; if there is anything I can do to be of further service, please do not hesitate to call. Thank you for your interest; I look forward to working with you on this project.

Best regards,



Aaron Wolking
Vice President - Sales
Sentry Siren, Inc.
Office: 719-372-6012, ext. 1113
Mobile: 719-371-3838
e-Mail: aaron.wolking@sentrysiren.com
Website: www.SentrySiren.com



Quotation

Sentry Siren, Inc.
 14161 State Highway 115
 Penrose, CO 81240
 T: 719-372-6012 F: 719-372-6621
mail@sentrysiren.com

Quotation #: 93553-A
 Reference:

DATE: February 16, 2023
 CUSTOMER ID:

TO: Town of Dolores
 ATTN: Eric Simmons
 Dolores, CO 81323

Option 1
 3V8-H-B DC Siren
 Solar Option

Office: 970-759-2772
 Email: admin@doloresfire.org

| Estimated Production Time | Shipment Method | PAYMENT TERMS | Valid Until |
|---------------------------|-----------------|---------------------|-------------|
| 3-4 weeks ARO | LTL | Progressive Billing | 3/18/23 |

| QUANTITY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|----------|---|--------------|--------------|
| 2.00 | 3V8-H-B - 4HP, 48VDC, Battery Primary Warning Siren 116dB(C) 120VAC, 20 amp power service recommended | \$ 10,048.72 | \$ 20,097.44 |
| 2.00 | Optima Red Top Batteries (set of four [4] batteries) | 1,140.00 | 2,280.00 |
| 2.00 | Gen- 3 AC/DC Wireless Radio Siren Controller w/ Landline Telephone Interface | 4,375.00 | 8,750.00 |
| 2.00 | Utility Pole Mounting Bracket - 8.5" | 555.84 | 1,111.68 |
| 2.00 | Solar Array for 3V8-H-B | 3,750.00 | 7,500.00 |
| | | | - |
| | | | - |
| | | | - |
| 2.00 | Factory Installation on Class IV utility pole | 8,500.00 | 17,000.00 |
| | | | - |
| 1.00 | Shipping to 81323 | 1,457.38 | 1,457.38 |
| | | | - |
| 2.00 | Factory Direct Discount | (1,007.43) | (2,014.87) |

| | | |
|--------|------------------|---------------------|
| Notes: | SUBTOTAL | \$ 56,181.63 |
| | SALES TAX | |
| | TOTAL | \$ 56,181.63 |

Total Represents Complete and Delivered Cost unless Freight states PPA/Ex Works. Warning Siren(s) carry a 5 Year Warranty. External components such as siren motor starters, VFDs, et al. carry a 3 Year Warranty. Siren control equipment carries a 2 Year Warranty. Lifetime Tech Support also available. Installation is not included unless stated. Quotation valid for 30 days from date at the top of this form.

Quotation Prepared By: Aaron Wolking

Signature : Aaron Wolking



Quotation

Sentry Siren, Inc.
 14161 State Highway 115
 Penrose, CO 81240
 T: 719-372-6012 F: 719-372-6621
mail@sentrysiren.com

Quotation #: 93553-B
 Reference:

DATE: February 16, 2023
 CUSTOMER ID:

TO: Town of Dolores
 ATTN: Eric Simmons
 Dolores, CO 81323

Option 2
 10V AC Siren

Office: 970-759-2772
 Email: admin@doloresfire.org

| Estimated Production Time | Shipment Method | PAYMENT TERMS | Valid Until |
|---------------------------|-----------------|---------------------|-------------|
| 3-4 weeks ARO | LTL | Progressive Billing | 3/18/23 |

| QUANTITY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|----------|---|-------------|--------------|
| 2.00 | 10V-3 - 10HP, 3PH Warning Siren 115dB(C) | \$ 7,488.41 | \$ 14,976.82 |
| | 3PH, 220VAC, 40 amp power service required | | |
| 2.00 | S7W - Motor Starter for 10HP, 3PH Warning Siren | 940.50 | 1,881.00 |
| 2.00 | Gen- 3 AC Wireless Radio Siren Controller w/ Landline Telephone Interface | 4,375.00 | 8,750.00 |
| 2.00 | Utility Pole Mounting Bracket - 8.5" | 555.84 | 1,111.68 |
| | | | - |
| | | | - |
| | | | - |
| 2.00 | Factory Installation on Class IV utility pole | 8,500.00 | 17,000.00 |
| | | | - |
| 1.00 | Shipping to 81323 | 1,307.74 | 1,307.74 |
| | | | - |
| 2.00 | Factory Direct Discount | (764.20) | (1,528.41) |

Notes:

| | |
|------------------|---------------------|
| SUBTOTAL | \$ 43,498.83 |
| SALES TAX | |
| TOTAL | \$ 43,498.83 |

Total Represents Complete and Delivered Cost unless Freight states PPA/Ex Works. Warning Siren(s) carry a 5 Year Warranty. External components such as siren motor starters, VFDs, et al. carry a 3 Year Warranty. Siren control equipment carries a 2 Year Warranty. Lifetime Tech Support also available. Installation is not included unless stated. Quotation valid for 30 days from date at the top of this form.

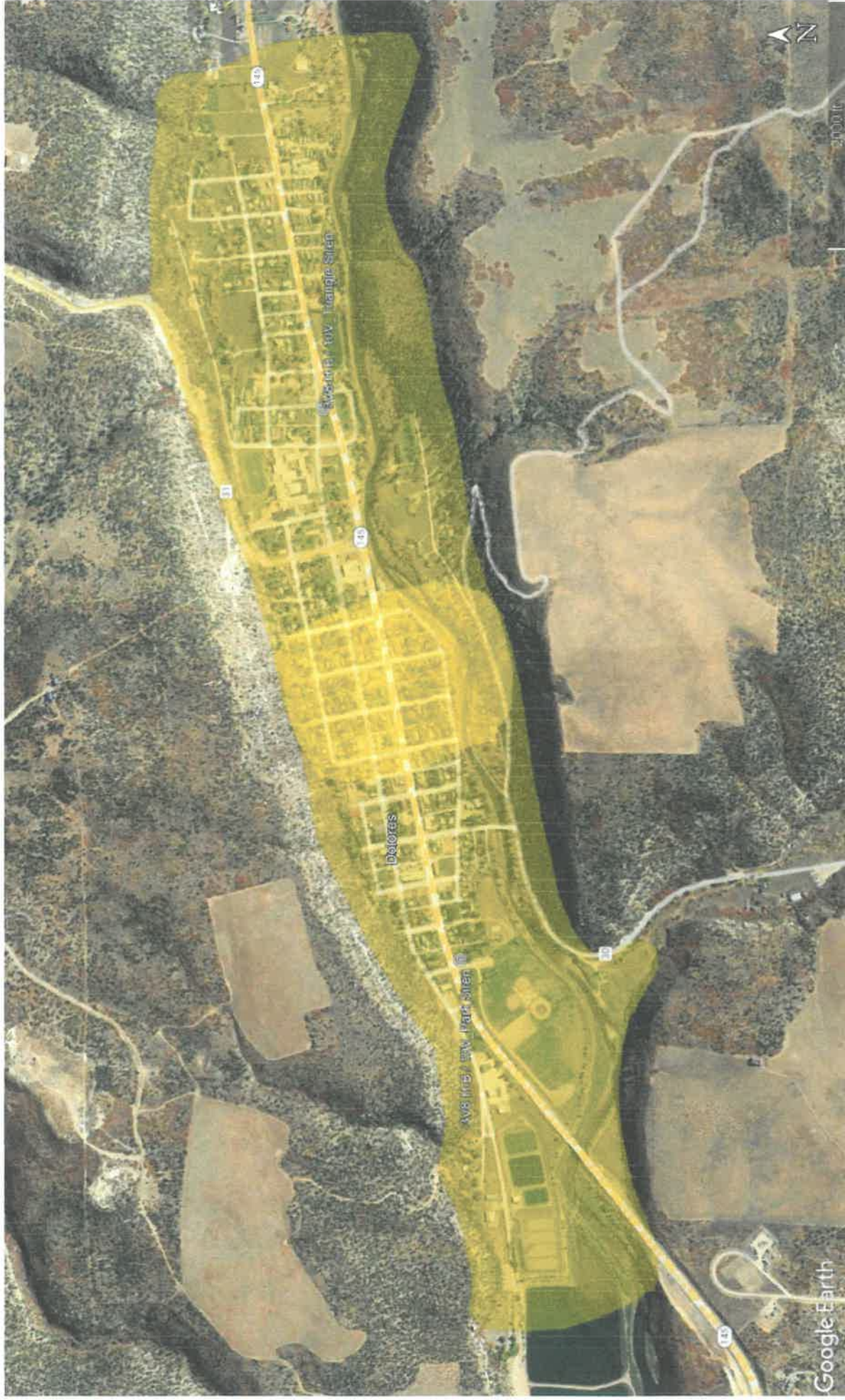
Quotation Prepared By:

Aaron Wolking

Signature :

Aaron Wolking

Sentry Siren Coverage Study for Dolores, CO Version 1 - 3V8-H-B / 10V



- Siren coverages are approximate and assume perfect conditions.
- Actual coverages may vary based on local terrain, conditions, foliage, structures and other unknown conditions.
- Sentry Siren makes no guarantee that coverage shown will mimic actual, real-world, coverage.
- Coverage area is based on computer generated data and FEMA Guidelines covering atmospheric attenuation.
- Data subject to license and use / reproduction is restricted.

**SENTRY
SIREN** Inc.

719-372-6012
www.SentrySiren.com



P.O. Box 386
Cañon City, CO 81212
Tel: 719-275-8691
Fax: 719-269-3397
www.SentrySiren.com

Siren, Control, and Installation Notes and Exclusions are as follows:

1. Seller will supply the warning siren and control equipment per sales order / purchase order.
2. Seller will supply and set wooden utility poles.
3. Seller will mount all required equipment on utility pole.
4. Seller will complete termination wiring for all required equipment.
5. Seller will test and commission system once installation is completed.
6. Complete and accurate radio controller programming information shall be furnished by the Buyer or their current radio vendor.
7. If hard rock is encountered during drilling, any extra material, labor, or equipment will be the responsibility of the Buyer.
8. Obtaining any necessary permits, inspections, and the costs of such are the responsibility of the Buyer.
9. Any special metering requirements are the responsibility of the Buyer.
10. All of the Seller's work will be performed on the siren pole, all work off of the siren pole is the responsibility of the Buyer.
11. The Buyer is responsible for supplying size appropriate electrical service to the pole.
12. The Buyer is responsible for all underground line locate requests.
13. Any guy wires, anchors, or materials to secure the siren pole, besides compacted earth, are the responsibility of the Buyer.
14. The Buyer is responsible for selecting and supplying an appropriate, truck accessible, and legal location for the siren pole.
15. Any unmarked underground facilities, following appropriate and legal locate request, and damages to such facilities are the responsibility of the Buyer.
16. Any concrete or asphalt cutting or removal is the responsibility of the Buyer.
17. Seller will deliver the equipment to the Buyer's specified address. If further transportation is required from the Buyer's specified address to the installation location, that transportation is the responsibility of the Buyer.

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Proudly manufactured in the U.S.A.

Premium Outdoor Warning Systems

Since 1905, Sentry Siren, Inc. has proudly set the standard for hand-made warning sirens in the United States and around the world. Call us today and let our team go to work on your siren system!

www.SentrySiren.com



"We are so pleased with our selection of Sentry Siren, Inc. as our warning siren system supplier. The performance of our Sentry sirens is impressive; they are very reliable and very loud. And the customer service they provide is second to none. We would highly recommend Sentry to anyone looking to invest in their community with a warning siren system."

**-Roger Swint
Fire Chief
City of Morrow Fire Dept.
Morrow, GA**

Model 3V8-H-B:

Introduced in 2016, the 3V8-H-B has quickly become one of our top performers. Featuring DC primary, full battery operation, the 3V8-H-B provides UPS reliability at a fraction of the cost of many battery backup siren systems.

Key features:

- Rated at 116dB(C) at 100ft.*
- 3,400ft. estimated coverage radius / effective range*
- 4HP, continuous-duty DC motor; 48VDC; only requires 120VAC service for battery charging
- Minimum 30 minutes run time from batteries
- Omni-directional (non-rotating) warning siren
- True 360 degree full dB sound output
- 100% maintenance free
- Electro-mechanically generated sound
- 5 year factory warranty
- Powder coated steel construction. Stainless steel available on request.
- Easily replaces aging existing sirens

*Based on Sentry Siren field tests



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Premium Outdoor Warning Systems

Since 1905, Sentry Siren, Inc. has proudly set the standard for hand-made warning sirens in the United States and around the world. Call us today and let our team go to work on your siren system!

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***-Roger Swint
Fire Chief
City of Morrow Fire Dept.
Morrow, GA***

Model 10V:

The 10V is Sentry Siren's cornerstone of the mid-sized warning siren line. With thousands of units distributed worldwide, the 10V continues to outperform and outlast even our lofty expectations, all at a price point virtually anyone can afford.

Key features:

- Rated at 115dB(C) at 100ft.*
- 3,300ft. estimated coverage radius / effective range*
- 10HP, continuous-duty AC motor; 1PH and 3PH; 208-240VAC standard
- Omni-directional (non-rotating) warning siren
- True 360 degree full dB sound output
- 100% maintenance free
- Electro-mechanically generated sound
- 5 year factory warranty
- Powder coated steel construction. Stainless steel available on request.
- Easily replaces aging existing sirens

**Based on Sentry Siren field tests*

Wireless Siren Control, built just for you...



Programmability: The controller can be fully field-programmed via a windows-based computer.

Compatibility: This controller will integrate seamlessly with most existing siren systems.

Flexibility: VHF, UHF, Low Band, 900 MHz, Narrow or Wide band, the G3 can use them all.

Secure: Point - to- Point encryption is available on all units with the use of a matching, encrypted encoder. Data logging is standard on all units for ease of troubleshooting - all operations and activations are recorded and stored on file.

Auto-Test Functions

The GEN-3 can be ordered with an auto-test function which allows for automatic siren testing on a regular schedule.

DTMF and 2- Tone Sequential

are combined into the same unit. Does your Fire Department and EMA use different codes or frequencies? No problem. One G3 can receive it all.

Ready for the Future

All G3 controllers are reprogrammable; meaning if your community upgrades its radio system, you're covered. Just send in the G3 and Sentry will reprogram the unit to match your new format. The G3 is even upgradable to two-way communications should the need arise.

Safe & Secure

All G3 Controllers are capable of point-to-point encryption, eliminating the hazard of your siren system being tampered with by outside sources.

The third generation of siren controller from Sentry Siren is aptly named the G3. The product of decades of experience and countless hours of R&D, the Generation 3 is our flagship siren controller.

The true downside of traditional siren controllers was the inability to alter functions and programming after the unit was installed. Users were "stuck" with the original format and timing functions and were forced to either buy a new controller or pay for a factory reprogram if their radio system changed, in even the slightest way. Our goal was to produce one single controller that could fit into almost any existing or new siren system and work perfectly every

time, even if the radio format changed. The result was the Generation 3 siren controller.

Ease of use was pinnacle when designing the timing functions of the G3. If the user doesn't like the current on/off time the siren performs, a simple program adjustment will allow infinite flexibility. The G3 comes completely programmed from the factory, so when the user installs the controller, it's ready to go. Ask your salesperson for details.

Simple, Easy, Effective, Every Time...

14641 State Hwy 115,
Penrose, CO 81240

www.SentrySiren.com

mail@SentrySiren.com

T: 866-427-4736

F: 719-269-3397



P.O. Box 386
Cañon City, CO 81212
Tel: 719-275-8691
Fax: 719-269-3397
www.SentrySiren.com

A little about us:

Our company is "relationship driven". Meaning, we establish lifetime relationships with our clients. We approach every job with the intention that each client will, from that day forward, only need Sentry for their warning needs. Next, our products are second to none in quality, durability, and performance. Our warranty is the best in the market and we are proud to offer the lowest failure rate in the industry.

Concerning product durability and life expectancy, well, that's where Sentry truly shines. We start our production process with the highest quality raw materials including what we call "single ingot sampling". To explain, our rotors and stators are produced in pairs rather than in batches like our competitors. Meaning, a single siren's rotor and stator are produced from the same batch of raw aluminum ingots so as to ensure the rotor and stator expand, contract, age and perform in the same manner. Eliminating the variances in metal behavior over time, experienced by our competitors' sirens, and therefore, allowing a siren to perform equally 25 years after installation as it did the day it was born. Other sirens not utilizing "single ingot sampling" can get quieter or even seize due to inconsistencies in metal behavior over time.

Next, we take advantage of the latest in CNC mills, lathes and cutting tools to ensure quality fit and finish to our siren parts. Finally, one of Sentry's expert builders will hand assemble each siren from start to finish ensuring the ultimate attention to quality and detail.

When speaking of a siren's range. We base the value on an equation set by FEMA. In the 2006 revision to the FEMA warning systems guide, a new equation was issued which takes into account, for the first time, a siren's pitch and how it relates to atmospheric attenuation. The effect of the change basically said, the lower the pitch, the less sound is attenuated given a set distance. Sentry's sound pitch, you guessed it, is the lowest in the industry. Since Sentry Sirens produce 460 Hz, the sound reduction factor is set by FEMA at 8 dB per doubling of the distance. For our ratings however, we like to remain conservative and keep the number at 9. This conservative rating still affords us a 70 dB sound pattern of over 3.2 square miles, and it's Omni-directional, not rotating.

FEMA has something to say about that too. To quote directly from the Warning Systems Guide section 4.4.5: "In situations where there are high fluctuations in the ambient noise level, or near the limits of the audible device range, Omni-directional devices present a distinct advantage, in terms of their signal consistency, over rotational devices. For example, because of the reduced duration of its peak sound level in any single direction during its 360° sweep, a rotational device will have an overall lower dB level when assessed across a given time period than an Omni-directional device operating at the same frequency. Additionally, because sound has a reinforcing effect, Omni-directional devices can act as sound "boosters" with adjacent audible devices."

FEMA goes even further by saying in section 4.1 "Omni-directional sirens provide greater area coverage than do rotating or directional devices. They provide a more constant signal that improves public alerting in areas with highly fluctuating ambient noise, along with the reinforcing effect of multiple sound sources (up to a 3 dB increase for two adjacent sound sources in the same environmental setting). Therefore Omni-directional sirens can be used to good advantage in areas with high population density, areas with high ambient noise levels (e.g., near factories, highways, or airports), and to cover "pockets" between directional sirens, particularly for partially hilly to hilly terrains."

Concerning life expectancy, we estimate this value based on the ratings our motors and bearings carry, as well as real world testing and experience. The motors used in our AC and DC sirens are custom built for each particular siren. We did not take the "easy road" and use a store bought motor to accomplish the task of powering our premium sirens. Our motor / bearing combination has the ability to provide

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10,000 hours of work before needing service. To explain just how long that is: given a standard 3 minute activation, this equates to 200,000 activations. Based on a weekly test with an average number of emergencies, your siren's motor would need servicing after 2,500 years. That's a pretty long life.

Therefore, our life expectancy rating must be based on other factors, such as rust or environmental damage. Given the huge variance in factors facing installations, we choose to use zinc galvanized, phosphatized, and powder coated metals for our siren bodies. We've found these metals to be the best defense to the perils of Mother Nature. At the end of the day, we estimate our sirens to be useable for a minimum of 25 years. Although, some will certainly last longer, we must find a number we're all comfortable with.

Just an F.Y.I.: Our 10V2T siren, although a different model, uses the same production methods and materials, was given a life span rating by the NRC (Nuclear Regulatory Commission) of 53 years, even though we still rate it at 25.

Our pride rests on our quality, and we're pretty proud.

Please let me know if there is anything else you'd like clarification on or if any questions arise. I'd love to help.

Thanks,

Scott Yarberry
Executive Vice President
Sentry Siren, Inc.
719-275-8691 x 1114

Sentry Siren, Inc. Warning Siren and Software References

Cliff Weaver, Director
Nick Adams, Deputy Director
Vanderburgh County EMA
Evansville, IN 47711
(812) 421-6204

Steve Hauser, Director
Perry County, EMA
Tell City, IN 47586
(812) 547-4426

Dan Howell, Director
City of Martinsville EMA
Martinsville, VA 24112
(276) 403-5000

Paul Mahaney, Senior Project
Engineer
Syracuse University
Syracuse, NY 13244
Tel: (315) 443-5328

Michael Baxter, Chief
City of Chatsworth
Chatsworth, Georgia 30705
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Pike County Emergency
Mgmt.
Petersburg, IN 47567
(812) 881-0333

Rodney Neff
City of Cuba
Cuba, MO 65453
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Dustin Willett, Director
Pennington County EMA
Rapid City, SD 57701
(605) 394-2185

Dave E. Woolen, Director
Warrick County EMA
Boonville, IN 47601
(812) 897-6178

City of Dearing
Randy Haymaker, Mayor
306 S. Independence St.
Dearing, Kansas 67340
Tel: (620) 948-3302

City of Mammoth Springs
Jean Pace, Mayor
Mammoth Springs, Arkansas 72554
Tel: (870) 625-3518

City of Mount Vernon
Jackie Cates
Mount Vernon, Texas 75457
Tel: (903) 588-6148

City of Hobart
Jerry Lankford, Fire Chief
Hobart, Oklahoma 73651
Tel: (580) 726-5237

City of Valley Mills
Tommy Roach, Chief of Police
Valley Mills, Texas 76689
Tel: (254) 932-6300

City of Lyons
Randy Sheppard, Fire Chief
Lyons, Kansas 67554
Tel: (620) 257-2320

Town of Highfill
Rob Holland, Fire Marshall
Highfill, Arkansas 72734
Tel: (479) 619-5962

City of Clyde
David Jones, Fire Chief
412 Washington
Clyde, Kansas 66938
Tel: (785) 446-3533

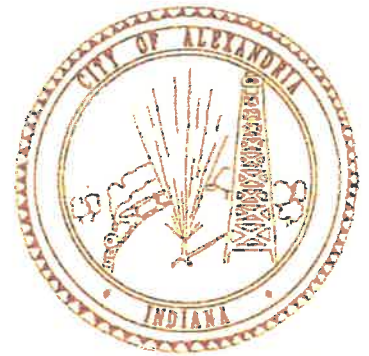
City of Mound Valley
Ruth Clines, City Clerk
P.O. Box 164
Mound Valley, Kansas 67354
Tel: (620) 328-3752

CITY OF ALEXANDRIA

Small Town U.S.A.

Jack Woods
Mayor

Lynne King
Administrative Assistant



INCORPORATED FEBRUARY 4, 1893

October 21, 2014

The city of Alexandria, Indiana has a population of 5,145 and hasn't had an early warning siren capable of serving the public.

Upon my search for a unit that will have the capability to warn our citizens of severe weather, I found that Sentry Siren was the best option. I have had great service from the first telephone conversation and have not been disappointed by their expertise to have the precise sirens installed for our city.

The citizens have appreciated the new system and have complimented on the sound level as we have many elderly citizens.

Thank you Sentry Siren for assisting Alexandria with our first weather alert siren.

Jack Woods
Mayor, City of Alexandria



MARSHALL COUNTY
Emergency Management



Melissa Combs, Director
1101 Main Street
Benton, Kentucky 42025
(270) 527-4739

9 May 2012

Judge Perry Newcom
Crittenden County Judge/Executive
107 S. Main Street
Marion, KY 42064

Dear Judge Newcom:

It is my understanding that Crittenden County is reviewing bids on new sirens.

Please allow me just a moment to provide a testimony for Sentry and their sirens.

Marshall County purchased nine outdoor warning sirens from Sentry in 1999 and an additional three in 2006. Until our recent (within last 4 years) efforts to upgrade the controllers to next generation equipment the units required very little maintenance and most issues were due to lightening interference or the tripping of a breaker. Sentry representatives have always shown an eagerness to assist us in identifying and addressing issues. Questions or concerns are addressed in a timely manner. Units requiring shop work were received back into the county in a very timely manner. We have found their customer service to be very satisfactory.

When faced with a decision such as yours, which units are best for our community, it is sometimes helpful to hear from someone who has utilized the product. We understand the bid process and are very familiar to the constraints that budgets are under today, it is simply our hope that this testimony provides additional information that will assist you and your staff with making your decision.

Sincerely,

A handwritten signature in blue ink that reads 'Melissa Combs'.

Melissa Combs
Director



The city of Sugar Hill recently installed a Storm Sentry weather center and automatic siren activation system from Sentry Siren. We have been extremely satisfied with its performance and operation in addition to the excellent customer service provided by Sentry Siren and by Sirens for Cities. The Storm Sentry is in full control of our Sentry Sirens and provides us with reliable weather data and peace of mind. The representatives at Sentry and Sirens for Cities are always just a phone call away and fix any issues in a timely manner.

The system successfully activated our sirens automatically during a recent tornado without any need for the staff of the city to do so. We recommend the Storm Sentry as well as Sentry Sirens to any community looking for the absolute best in warning systems products and service.

A handwritten signature in black ink, appearing to read "R. Hail", is positioned above the typed name of the City Manager.

Robert M. Hail
City Manager
City of Sugar Hill

Chuck Weisling

----- Original Message -----

From: Combs, Melissa (MRSCO)

To: Perry Newcom, Judge/Executive Crittenden County

Sent: Wednesday, May 09, 2012 6:38 PM

Subject: Crittenden County Siren Project

Judge/Executive Newcom:

One thing that I failed to mention in the letter and previous email was that when Marshall County conducted their review of bids and prospective providers one of the main selling points for Sentry is that they have no moving parts like the Whelens in Calvert City. That is a constant problem for them. Due to the age they are unable to get replacement parts and are currently conducting a review to determine how to best address the issue. The old "Thunderbolts" also had moving parts. That is all and again I hope this has been helpful.

If you have any questions please do not hesitate, my contact information is listed below.

Melissa Combs

Director, Marshall County Emergency Management

Chairman, Marshall County LEPC

President, West Kentucky Emergency Managers Association

1101 Main Street, Benton KY 42025

Ofc: 270-527-4739 / Mobile: 270-205-8947 or Fx: 270-527-4795

<http://marshallcounty.ky.gov>

"As it should, every response teaches us something new!"

May we continue Working Together To Improve Overall Response!"

Marshall County Emergency Management receives and distributes information regarding equipment, events, products, training, and resources; however, distribution does not imply endorsement. Agencies are encouraged to review and utilize the distributed information as best suits their needs.



**Lincoln County Emergency Management Agency
P. O. Box 371
Fayetteville, TN 37334**

May 9, 2012

Judge Perry Newcom,
Crittenden County Judge-Executive
107 S. Main St.
Marion, KY 42064

Dear Judge Newcom:

I understand you are in a process of bidding sirens for your county. Please allow me to tell you about Sentry Siren.

Lincoln County purchased ten outdoor warning sirens in 1999. Our equipment has had very little maintenance other than causes due to electric storms. The times that we have had to call Sentry Siren for parts they shipped the parts to us overnight and we received the parts the next morning. When requesting new quotes or information we have always received the information within just a short period of time.

You may have the choice of going with a low bidder, please check their service record very carefully. We made that mistake once and we are still paying for it.

You will not find another company with customer service as excellent as Sentry Sirens. The people at Sentry Siren treat you with respect, dignity and most of all like family.

If you have any questions about Sentry Siren, the business or owners please give us a call.

Respectfully,

Mike Hall
Director
Lincoln County EMA
931-438-1575

**Town of Dolores
Resolution No 527
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 27th day of March, 2023.

Mayor Pro Tem Duvall "Val" Truelsen

ATTEST:

Town Clerk Tammy Neely

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.
4. Contracts and releases of liability on forms approved by the Town Attorney shall be required to be executed by all groups and individuals contracting to use the Community Center during the term of this lease, which shall include provisions indemnifying and holding the Town harmless from any liability and requiring users of the Community Center to maintain their own policy of liability insurance.
5. The Association may keep any excess revenue generate and shall be solely responsible to cover any losses from its reserves.
6. 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.
7. The Association shall maintain its tax exempt status during the term of this lease.
8. 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 ant Claims.

9. This agreement may be terminated by either party at any time by giving 30 day's written notice to the other.
10. 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

**Town of Dolores
Resolution No R528
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 27th day of March, 2023.

Mayor Pro Tem Duvall “Val” Truelsen

ATTEST:

Town Clerk Tammy Neely

Exhibit A to Resolution

This agreement is entered into as of March 27th, 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 understanding 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, 2022, until terminated by either party.

Town Manager

Authorized agent for Onward! a Legacy
Foundation

ORDINANCE NO 562

SERIES 2023

**AN ORDINANCE AMENDING TITLE 12 OF THE DOLORES MUNICIPAL CODE TO
REGULATE THE PUBLIC USE OF THE TOWN'S ESCARPMENT PROPERTIES**

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 Town of Dolores has acquired ownership of several tracts of real property lying and being north of Hillside Avenue and 11th Street, known by Montezuma County accessor parcel numbers 535916200031, 535909400002, 535910300018, 535910300019, 535910300012, and 535910400001.

WHEREAS, these properties lay north of Hillside Avenue and 11th Street and comprise the south facing escarpment of the Dolores River Canyon overlooking the Town of Dolores and are collectively referred to herein as the "Escarpment Area."

WHEREAS, in 2022 the Town annexed all of the properties making up the Escarpment Area into the corporate boundaries of the Town of Dolores.

WHEREAS, multi-use trails, the Overlook Trail, and the Dolores Town Trail, have been established and signed in the Escarpment Area that benefit the public.

WHEREAS, the Town Marshal has identified portions of the Escarpment Area that should be closed to all public use to promote public safety around the Town's water tank and overlooking the Dolores Schools.

WHEREAS, the Board of Trustees identifies the following uses of the Escarpment Area as being beneficial to the citizens of the Town of Dolores: (1) maintenance and expansion of public works; (2) fire mitigation; (3) mitigation of erosion and geological hazards; (4) preservation of views and open space; (5) public safety; and (6) limited opportunities for recreation and non-motorized travel.

WHEREAS, the Board of Trustees, in order to promote the health, safety, and welfare of the public and regulate the use of the Escarpment Area consistent with these purposes, wishes to adopt an ordinance regulating the public access to and use of the Escarpment Area.

WHEREAS, Section 12.06 of Title 12 of the Dolores Municipal Code governs the use of the town's public property and places.

NOW THEREFORE, BE IT ORDAINED BY TOWN OF DOLORES BOARD OF TRUSTEES THAT Title 12 of the Dolores Municipal Code is amended as follows:

Section 1. Section 12.06.010 (Definitions) of Title 12 of the Dolores Municipal Code is amended to include the following definition:

(3) Escarpment Area shall mean all property owned by the Town of Dolores lying north of Hillside Avenue and 11th Street and located within the corporate boundaries of the Town of Dolores, known by Montezuma County accessor parcel numbers 535916200031, 535909400002, 535910300018, 535910300019, 535910300012, and 535910400001. The provisions of this Code pertaining to parks, streets and recreation areas do not apply to the Escarpment Area.

Section 2. Section 12.06.060 is added to Title 12 of the Dolores Municipal Code as follows:

Section 12.06.060. Public Entry Prohibited. It being necessary to protect the Town of Dolores public works and to promote the public safety of the students and staff of the Dolores Schools:

- (1) That portion of the Escarpment Area on tracts known by Assessor parcel numbers 535910300012 and 535910400001 lying and being north of 11th Street/Montezuma County Road 31, and Hillside Avenue and east of the Town of Dolores water tank shall be closed to the public at all times;*
- (2) The Town may post signs notifying the public that this area is restricted;*
- (3) It shall be unlawful for any person not authorized by the Town to enter or remain on Town property within this area;*
- (4) A violation of this section shall be punished as set forth in Section 1.12.010.*

Section 3. Section 12.06.070 is added to Title 12 of the Dolores Municipal Code as follows:

Section 12.06.070. Use and Regulation of Escarpment Area. Except as otherwise prohibited by Section 12.06.060, public use of the Escarpment Area shall be governed as follows:

- (1)*
- (2) The Town Manager or Town Marshal may order that the Escarpment Area, or any portion thereof, when necessary to promote public safety be closed to the public; and it shall be unlawful to enter or remain upon the Escarpment Area when such order is in effect.*
- (3) The Board of Trustees may from time to time adopt regulations by Resolution governing the use of the Escarpment Area, which shall have the effect of law.*
- (4) The Escarpment Area is not open or available for reservation or special events by groups, associations, or similar organizations, except that the designated and signed trails in the Escarpment Area may be used in connection with events that may be permitted elsewhere under this Code.*
- (5) A violation of this section shall be punished as set forth in section 1.12.010.*

Section 4. Section 12.06.080 is added to Title 12 of the Dolores Municipal Code as follows:

Section 12.06.080. Exception for official use. Nothing in Section 12.06.060 and Section 12.06.070 shall be deemed to prohibit use of the Escarpment Area by the Town of Dolores for the construction and maintenance of public works or any other public purpose. Nothing in these sections shall be construed to prohibit access to any portion of the Escarpment Area by town officials, employees, agents and contractors or law enforcement in the course of their official

duties; nor shall these sections be construed to prohibit access or motorized travel over any portion of the Escarpment Area by first responders, law enforcement, firefighters or a public utility during an emergency.

Section 5. 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 6. 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 7. 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: _____

Attest:

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

DOLORS BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

DRAFT