

AGENDA
TOWN OF DOLORES COLORADO
BOARD OF TRUSTEES
May 10th, 2021 6:30 P.M.

DUE TO THE COVID-19 PANDEMIC MEETING WILL BE HELD VIRTUALLY UNTIL FURTHER NOTICE

Join Zoom Meeting
<https://zoom.us/j/95553058421>

Meeting ID: 955 5305 8421
One tap mobile
+13462487799,,95553058421# US (Houston)
+16699006833,,95553058421# US (San Jose)

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- I will conduct this meeting virtually via Zoom as Town Hall remains closed out of precaution for COVID-19. There will be the opportunity for public comment at the meeting during this part of the Agenda and under public hearing items. The public can submit their comments, via email, to the Town Clerk at tammy@townofdolores.com any time during the week and up to the time this item is called up on the Agenda.

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:

A. Minutes of April 12th, 2021

B. Minutes of April 26th, 2021

7.2 Proceedings: For the month of April.

7.3 Liquor License:

- GST Liquor Retail Liquor License Renewal
- Basecamp Fermented Malt Beverage License Renewal.

7.4 Resolutions:

A. R447 Series 2021: Authorizing and approving an Independent Contractor Contract for Town Manager.

8. REMOVED CONSENT AGENDA ITEMS:

9. STAFF REPORTS/PRESENTATIONS:

(Clerk, Treasurer, Building Official, and Public Works have submitted reports for the packet.)

9.1 Sheriff's Report: Sheriff Steve Nowlin

9.2 Managers Report: Manager Ken Charles

9.3 Public Works: Randy McGuire report and discussion for the Dolores Weed Management Program

9.3 Town Attorney's Report: Attorney Jon Kelly

10. BOARDS/COMMISSIONS:

10.1 Parks/Playground Advisory Committee:

10.2 Planning and Zoning Committee:

11. OUTSIDE ORGANIZATIONS

11.1 Chamber of Commerce:

12. PUBLIC HEARING:

12.1 ORDINANCE 553 SERIES 2021: Enacting the First Amendment to Ordinance 546 Series 2020 for the Regulation and Taxation of Marijuana Establishments in the Town of Dolores allowing and establishing zoning for light manufacturing of infused marijuana products.

13. INTRODUCTION/ACTION OF ORDINANCES:

13.1 ACTION/APPROVAL Ordinance #553 Series 2021, Enacting the First Amendment to Ordinance #546 Series 2020 for Regulation and Taxation of Marijuana Establishment in the Town of Dolores Allowing and Establishing Zoning for Light Manufacturing of infused Marijuana Products. Action will be required, and this is 2nd and final reading.

14. RESOLUTIONS NOT IN CONSENT:

14.1 ACTION/APPROVAL Resolution R446 Series 2021: Authorizing Execution of Easements for the Dolores Community Trail.

15. ADMINISTRATIVE BOARD BUSINESS:

15.1 Action/approval for Appointment of Committee Members for P&Z: Linda Robinson (3 year) and Deana Truelsen (1 year)

15.2 STR Discussion/Action for Ordinance # 552 Series 2021 amending Title 5 of the Dolores Municipal Code and Article II and III of the Dolores Land Use Code allowing for and Regulating Short Term Rental.

16. TRUSTEES REPORT AND ACTIONS:

16. ADJOURNMENT

AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES

April 12th, 2021 6:30 P.M.

Times indicated are an estimate only.

DUE TO THE COVID-19 PANDEMIC MEETING WILL BE HELD VIRTUALLY UNTIL FURTHER NOTICE

Join Zoom Meeting

<https://zoom.us/j/95553058421>

Meeting ID: 955 5305 8421

One tap mobile

+13462487799,,95553058421# US (Houston)

+16699006833,,95553058421# US (San Jose)

1. CALL TO ORDER-6:30 P

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF THE AGENDA:

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

6. CITIZENS TO ADDRESS THE BOARD -6:40 P.M. 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 will conduct this meeting virtually via Zoom out of a precaution for COVID-19. There will be the opportunity for public comment at the meeting during this part of the Agenda and under public hearing items. The public can submit their comments, via email, to the Town Clerk at tammy@townofdolores.com any time during the week and up to the time this item is called up on the Agenda.

7. APPROVAL OF THE CONSENT AGENDA-6:45 P.M. The Consent Agenda is intended to allow the Board, by a single motion, to approve matters that are considered routine or non-controversial. There 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 Item #8 Removed Consent Agenda Items.

7.1 Minutes:

A. Minutes of March 8th, 2021

B. Minutes of March 22nd, 2021.

7.2 Proceedings: For the month of March.

7.3 Resolutions:

A. Resolution #444 Series 2021, establishing Procedure for Designating Authorized Volunteers.

B. Resolution #445 Series 2021, changing the meeting time Parks/Playground Advisory Committee.

7.4 Liquor License: Special Event Liquor License Permit Chamber of Commerce Annual Fund Raiser Banquet

8 REMOVED CONSENT AGENDA ITEMS:

9. STAFF REPORTS/PRESENTATIONS-6:50 P.M.

Treasurer, Clerk, Building Official, and Public Works have submitted reports for the packet.

9.1 Sheriff's Report: Sheriff Steve Nowlin

9.2 Discussion and Possible Action on Interim Managers Contract

A. **Manager's Report:** Manager Ken Charles

9.3 Town Attorney's Report: Attorney Jon Kelly

10. INTRODUCTION OF ORDINANCES-7:20 PM

10.1 Ordinance #552 Series 2021, Amending Title 5 of the Dolores Municipal Code and Article II and III of the Dolores Land Use Code allowing for and Regulating Short Term Rentals (STR)

10.2 Ordinance #553 Series 2021, Enacting the First Amendment to Ordinance #546 Series 2020 for Regulation and Taxation of Marijuana Establishment in the Town of Dolores Allowing and Establishing Zoning for Light Manufacturing of infused Marijuana Products.

11. RESOLUTIONS NOT IN CONSENT-7:50 PM

11.1 Resolution #443 Series 2021, Adoption of the Multi-Jurisdictional Hazard Mitigation Plan.

12. ADMINISTRATIVE BOARD BUSINESS-8:00 PM

13. BOARDS AND COMMISSIONS:8:15 PM

13.1 Parks/Playground Advisory Committee:

13.2 Planning and Zoning Committee:

14. OUTSIDE ORGANIZATIONIZATIONS-8:20 PM

14.1 Chamber of Commerce:

15. DISCUSSION FOR FUTURE WORKSHOPS:8:30 PM

15.1 Building and Fire 2021 ICC Code, for April 26th, 2021 workshop.

15.2 Update on Strategic Planning

15.3 Discussion of In-Person meetings.

16. ADJOURNMENT-9:00 PM

MINUTES
TOWN OF DOLORES COLORADO
BOARD OF TRUSTEES

APRIL 12TH, 2021 6:30 P.M.

DUE TO THE COVID-19 PANDEMIC THIS MEETING WAS HELD VIRTUALLY

1. CALL TO ORDER: Mayor Wheelus called the meeting to order at 6:31 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Member of the Board present were Mayor Wheelus, Trustees Duvall “Val” Truelsen, Jennifer Stark, Mellissa Watters, Tracy Murphy, and Andy Lewis. Trustee Sheila Wheeler was absent.

3.1 Staff: Manager Ken Charles, Town Clerk Tammy Neely, Building Official David Doudy, Treasurer Tricia Gibson, Attorney Jon Kelly, and Sheriff Steve Nowlin.

4. APPROVAL OF THE AGENDA: *Trustee Watters moved to approve tonight’s agenda with an amendment to move item 13.2 Planning and Zoning before Staff Presentations, seconded by Trustee Truelsen. Motion Carried unanimously.*

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST. None stated or given.

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 will conduct this meeting virtually via Zoom out of a precaution for COVID-19. There will be the opportunity for public comment at the meeting during this part of the Agenda and under public hearing items. The public can submit their comments, via email, to the Town Clerk at tammy@townofdolores.com any time during the week and up to the time this item is called up on the Agenda.

6.1 Rachel Vass: 204 South 5th Street Dolores Colorado. Owns a Short-Term Rental and spoke against the Proposed Ordinance # 552, Series 2021. For the record Rachael has sent in several comments through email.

6.2 Tim Curry: 310 Riverside, Dolores Colorado. Owner of a Short-Term Rental and spoke out against the Proposed Ordinance #552, Series 2021. For the record

7. APPROVAL OF THE CONSENT AGENDA: The Consent Agenda is intended to allow the Board, by a single motion, to approve matters that are considered routine or non-controversial. There 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 Item #8 Removed Consent Agenda Items.

7.1 Minutes

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7.2 Proceedings: For the month of March

7.3 Resolutions:

A. Resolution #444 Series 2021, establishing procedure for Designing Authorized Volunteers.

B. Resolution #445 Series 2021, changing the meeting time for the Parks/Playground Advisory Committee

7.4 Liquor License:

A. Special Events Permit for the Dolores Chamber of Commerce annual fund raiser banquet.

ACTION: Trustee Murphy moved to approve the Consent Agenda, seconded by Trustee Truelsen. Motion passed unanimously.

8. REMOVED CONSENT AGENDA ITEMS:

13.2 Planning and Zoning: Appointing a Committee Member to the P&Z Committee. This item was moved per motion. The Board introduced two Candidates for an empty seat with the Planning and Zoning Committee. Heard was Shirley Powell and Lorelee Spence. Both Candidates were given a chance to give background information and answer the Boards questions. ***ACTION: Trustee Watters moved to appoint Shirley Powell, seconded by Trust Murphy, and Stark. Motion passed unanimously.***

9. STAFF REPORTS/PRESENTATIONS:

The Treasurer, Clerk, Building Official, and Public Works have submitted Reports for the Packet.

9.1 Sheriff's Report: Sheriff Steve Nowlin reported to the Board the calls for service. Sheriff Nowlin commented on flooding and does not predict flooding. He asked the Board to review procedures and talk to the Manager concerning hazards.

9.2 Managers Report: Manager Ken Charles addressed the Board with a proposal to stay longer with the Town. He gave 2 different options:

- Option 1: Keep working under the Independent Contract and the hourly rate, plus housing. No insurance will be provided. Manager Charles will be responsible for paying his taxes, health pans, and retirement. This is preferred.
- Option 2: Hired as a Full-time employee with a salary. Technically working as an FTE, working under a contract with the Town and remain a at-will-employee, anticipating no benefits. Manager Charles also presented costs for hiring a future Manager for the Town.

Several tasks have been accomplished over 18 months of Manager Charles contract with the Town. This benefitted the Town in much needed funding in the amount of grants acquired over \$800,000.00 in grants.

ACTION: Trustee Truelsen moved to extend Manager Interim Ken Charles Contract as option 1, seconded by Trustee Murphy. Motion passed unanimously.

COVID-19: Manager Charles vaccines are at 50% distributed. The State is discontinuing the dial system and the County is at level blue. He asked the Board for Town protocols for safety precautions. Trustee

Stark remarked that paying attention to infections. She stated town should be diligent. Mayor Wheelus agreed as well. Trustee Murphy stated the masking, vaccines and distancing should be followed.

SOLAR PROJECT: Installation is complete for Town Hall the next week will begin installation at the Town Shop. The electric vehicle charger should be installed on April 12th, 2021.

PLANNING COMMISSION: Two individual have applied for the empty seat on the P&Z Committee. Letters and information were included in the Board packets. The Board will have a chance to interview both applicants later in the meeting.

RELOCATION GUIDE: Susan Lisak Director of the Dolores Chamber of Commerce will be presenting a request for a \$5000.00 contribution for printing expenses for the Relocation Guide.

EMERGENCY RESPONSE: Sheriff Nowlin and Fire Chief Mike Zion met with Town Staff to discuss the wildfire season. Town sirens will be tested as a multi-faceted communication plan is made to inform the Community.

REGIONAL RESILIENCY AND RECOVERY ROADMAPS: Montezuma County has asked the Town to join in a grant application to the Department of Local Affairs (DOLA). This would provide a fully funded consultant to facilitate the development of a data informed economic recovery plan. Mancos and Cortez are reviewing as well. Manager Charles recommended that the Board draft a letter indicating support to be a part of the regional team.

BIKE TRAIL: Provided in the Board packet is an agreement between SWCCA and the Town. CIRSA the Towns liability carrier, was consulted on the easement or agreement with the private property landowners for the areas that the bike trail will cross. All private property agreement must be received before construction can begin. A Surveyor will be locating the Town portion of the trail.

LIBRARY TRAIL: The Dolores Library and a concrete contractor met with Staff for discussion of repairing part of the trail. The Library is willing to grant the Town an easement.

9.2 Town Attorney: Attorney Jon Kelly reported that he has been working on the Bike Trial agreement, some municipal court cases, land use code issues, and later in the meeting a proposed revision to the Marijuana Code.

10. INTRODUCTION TO ORDINANCES:

10.1 Ordinance #552 Series 2021, amending Title 5 of the Dolores Municipal Code and Article II and III. of the Dolores Land Use Code allowing for and Regulating Short Term Rental (STR). Manager Charles introduced the Ordinance. The P&Z Committee has been reviewing STR regulation since January of 2020. The P&Z Committee approved the Regulations after holding a Public Hearing. There are nine known STR's in operation, with three additional STR's added to the list. These owners will be given preference for permits. The rest of the permits will be issued on a fist serve basis. The ordinance will require that STR's obtain a business license, collect sales, and lodging taxes. An inspection fee will also be required. Building Official David Doudy explain to the Board concerning building Codes and why there was needs for regulation. Several questions were asked by Board Members. Some amendment to the Ordinance were required.

ACTION: *Trustee Watters moved to approve Ordinance #552 Series 2021 on first reading with an amendment to #7 on page 7 saying that language would be struck from the Ordinance "failure to use the property as a short-term rental for a period of 180 consecutive days or longer", Trustee Murphy seconded. The motion did not pass. Trustee's Stark, Truelsen, Murphy, and Mayor Wheelus voted no. Trustee's Watters, and Lewis voted yes. Trustee Wheeler was absent.*

10.2 Ordinance #553 Series 2021: Discussion and action amending Ordinance 546 Series 2020. For the regulation and taxation of marijuana establishment and establishing zoning for light manufacturing of infused marijuana products. It was the recommendation of the Town Attorney Ordinance #553 Series 2021. This will allow marijuana sales applicants to produce THC infused marijuana products without the use of explosive or toxic chemicals. The proposed amendment creates an exception for light manufacturing, Attorney Kelly brought up that the current does not require tax collection as it is a manufactured product. Fees will be implemented as other Marijuana store applicants.

ACTION: *Trustee Murphy moved to approve Ordinance #553 Series 2021, with an amendment to include commercial highway zone, seconded by Trustee Lewis. Motion passed unanimously.*

11. RESOLUTION NOT IN CONSENT AGENDA:

11.1 Resolution #443 Series 2021: Several Jurisdictions, including Montezuma County, the city of Cortez, town of Dolores, town of Mancos, and the Cortez Fire Protection District, have prepared a local Hazard Mitigation Plan. Resolution #443 Series 2021 adopts the plan for the Town of Dolores and other towns obtain resources to mitigate natural hazards. All jurisdictions participating are required to approve the plan before FEMA and the State Department of Homeland Security and Emergency Management.

Trustee Truelsen moved to adopt Resolution #443 Series 2021 Adoption of the Multi-Jurisdictional Hazard Mitigation Plan, seconded by Trustee Murphy. Motion passed unanimously.

12. ADMINISTRATIVE BOARD BUSINESS:

13. BOARD AND COMMISSIONS:

13.1 Parks/Playground Advisory Committee: **Ex-Officio** Trustee Murphy gave the report on the activities for the DPAC Committee. Manager Charles updated the Board on the K-Rescue training, and pump tracks.

13.2 Planning and Zoning Committee: Commissioner Linda Robison update the Board on the Land Use Code review. The final reviews were on Outdoor lighting, Hazard standards, and structure standards. Also discussed was affordable housing.

14. Outside Organizations:

14.1 Chamber of Commerce: Director Susan Lisak reported to the Board events planned for the upcoming days. The Visitor Center will be open May 1st, 2021. The Dolores Chamber Banquet citing the nominees for the businesses, and individuals' years 2020 and 2021. June will be open to the Farmers Market, Drive in Movies, and a Community wide yard sale. July will be having the Dolores Summerfest and will include music, dog carnival, and the Dolores Fire Dept. August event Boggy Draw Beatdown, Escalante days, and a health fair. Susan also discussed the relocation guide. She stressed there was a need to have a relocation guide and stated there were only areas providing relocation guides. It would help families

become familiar with the area and discover the Town of Dolores. Several sponsors are donating funds for start up the relocation guide.

15. DISCUSSION FOR FUTURE WORKSHOPS:

- **Building and fire ICC Code**, for April 26th, 2021 Workshop
- **Update** on Strategic Planning
- **Discussion** of in-person meetings.

Manager Charles explained the three topics for the Workshop. The Building and Fire ICC Code would need to be discussed with priority.

16. Adjournment: Mayor Wheelus adjourned the meeting at 9:34 p.m.

TOWN OF DOLORES
AP Check Register - 10-100-104
Checks Issued 4/1/2021 To 4/30/2021

| Check # | Date | Vendor | Check Total |
|---------|-----------|-----------------------------|-------------|
| 25932 | 4/1/2021 | CIRSA | 8,458.89 |
| 25933 | 4/1/2021 | TARGET RENTAL | 61.60 |
| 25934 | 4/2/2021 | JON LEWIS KELLY, P.C. | 3,325.00 |
| 25935 | 4/2/2021 | MOUNTAINLAND SUPPLY COMP | 1,101.60 |
| 25936 | 4/2/2021 | USA BLUEBOOK | 146.19 |
| 25937 | 4/2/2021 | UTILITY NOTIFICATION CENTER | 26.40 |
| 25938 | 4/13/2021 | CEBT PAYMENTS | 7,871.80 |
| 25939 | 4/13/2021 | LAURA BAUER | 160.00 |
| 25940 | 4/13/2021 | DANA KEPNER | 1,715.77 |
| 25941 | 4/13/2021 | IMAGENET CONSULTING LLC | 419.19 |
| 25942 | 4/13/2021 | NETFORCE PC, INC. | 3,123.00 |
| 25943 | 4/14/2021 | ALSCO | 386.11 |
| 25944 | 4/14/2021 | BIG BEND SAW SERVICE | 27.99 |
| 25945 | 4/14/2021 | CATERPILLAR FINANCIAL SERV | 3,669.70 |
| 25946 | 4/14/2021 | CITY OF CORTEZ | 50.00 |
| 25947 | 4/14/2021 | DOLORES GENERAL STORE | 85.63 |
| 25948 | 4/14/2021 | DPC INDUSTRIES, INC | 581.64 |
| 25949 | 4/14/2021 | BALLENTINE COMMUNICATION | 264.28 |
| 25950 | 4/14/2021 | EMPIRE ELECTRIC ASSOCIATIO | 177.15 |
| 25951 | 4/14/2021 | FASTTRACK COMMUNICATIONS | 1,390.29 |
| 25952 | 4/14/2021 | FOUR STATES TIRE & SERVICE | 2,021.95 |
| 25953 | 4/14/2021 | FRALEY PROPANE, LLC | 552.68 |
| 25954 | 4/14/2021 | INTERMOUNTAIN FARMERS | 69.48 |
| 25955 | 4/14/2021 | WATER SOLUTIONS LLC | 473.52 |
| 25956 | 4/14/2021 | LEPEW PORTA JOHNS, INC | 375.00 |
| 25957 | 4/14/2021 | MCSTONE AGGREGATES, LLC | 141.82 |
| 25958 | 4/14/2021 | MONTEZUMA COUNTY SHERIFF | 12,795.95 |
| 25959 | 4/14/2021 | PARTNERS IN PARTS | 94.50 |
| 25960 | 4/14/2021 | WAGNER EQUIPMENT CO. | 501.16 |
| 25961 | 4/15/2021 | CENTURYLINK | 253.82 |
| 25962 | 4/15/2021 | FLYERS ENERGY, LLC | 280.00 |
| 25963 | 4/15/2021 | IMAGENET CONSULTING LLC | 476.69 |
| 25964 | 4/16/2021 | EMPIRE ELECTRIC ASSOCIATIO | 4,396.08 |
| 25965 | 4/19/2021 | PRINCIPAL MUTUAL FUNDS | 2,194.40 |
| 25966 | 4/19/2021 | PRINCIPAL MUTUAL FUNDS | 2,707.84 |
| 25967 | 4/19/2021 | PRINCIPAL MUTUAL FUNDS | 203.38 |
| 25968 | 4/19/2021 | PRINCIPAL MUTUAL FUNDS | 209.69 |
| 25969 | 4/20/2021 | GREEN ANALYTICAL LABORAT | 114.00 |
| 25970 | 4/20/2021 | PRINCIPAL MUTUAL FUNDS | 350.73 |
| 25971 | 4/20/2021 | PRINCIPAL MUTUAL FUNDS | 404.74 |
| 25972 | 4/29/2021 | DOLORES STATE BANK | 2,034.14 |
| 25973 | 4/29/2021 | FOUR CORNERS MATERIALS | 530.40 |
| 25974 | 4/29/2021 | HD SUPPLY FACILITIES MAINT | 788.27 |
| 25975 | 4/29/2021 | JAMES A SHANER | 250.00 |
| 25976 | 4/29/2021 | PARKERS WORKPLACE SOLUTI | 232.44 |
| 25977 | 4/29/2021 | PLEASANTREE FARM | 731.25 |
| 25978 | 4/29/2021 | SAN JUAN BASIN PUBLIC HEALT | 106.00 |
| 25979 | 4/30/2021 | BEAR SAVER | 7,649.00 |
| 25980 | 4/30/2021 | CRUZAN IRRIGATION, INC | 58.34 |
| 25981 | 4/30/2021 | FASTENAL COMPANY | 113.80 |
| 25982 | 4/30/2021 | FLYERS ENERGY, LLC | 361.82 |
| 25983 | 4/30/2021 | MONTEZUMA COUNTY SHERIFF | 15.00 |

Page Sub-Totals

74,530.12

TOWN OF DOLORES
AP Check Register - 10-100-104
Checks Issued 4/1/2021 To 4/30/2021

| Check # | Date | Vendor | Check Total |
|---------|------|---------------------------|------------------|
| | | Grand Totals | <u>74,530.12</u> |
| | | Number of Checks Printed: | 52 |
| | | Number of Checks Voided: | 0 |

* Indicates a Skip in Check Sequence

GST LIQUOR
PO BOX 937
Dolores CO 81323

| Fees Due | | |
|--|-----------------------|--------|
| Renewal Fee | | 227.50 |
| Storage Permit | \$100 X _____ | \$ |
| Sidewalk Service Area | \$75.00 | \$ |
| Additional Optional Premise Hotel & Restaurant | \$100 X _____ | \$ |
| Related Facility - Campus Liquor Complex | \$160.00 per facility | \$ |
| Amount Due/Paid | | \$ |

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

Retail Liquor 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 SMITH GRANT | | | Doing Business As Name (DBA) GST LIQUOR | |
| Liquor License # 03-01436 | License Type Liquor Store (city) | Sales Tax License # 25430190 | Expiration Date 06/10/2021 | Due Date 04/26/2021 |
| Business Address 102 SOUTH 11TH STREET Dolores CO 81323 | | | | Phone Number 9707390632 |
| Mailing Address PO BOX 937 Dolores CO 81323 | | | Email gstliquors@hotmail.com | |
| Operating Manager Linda Johnson | Date of Birth 1/18/63 | Home Address 13925 Rd 26 Cortez CO 81323 | | Phone Number 970-739-8215 |
| 1. Do you have legal possession of the premises at the street address above? Yes No Are the premises owned or rented? Owned 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. Yes No | | | | |
| 3a. 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? Yes No | | | | |
| 3b. 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.? Yes No | | | | |
| 4. 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. Yes No | | | | |
| 5. 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. Yes 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 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 | | | | |
| 7. 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 <i>Linda Kay Johnson</i> | | Title <i>manager</i> |
| Signature <i>Linda Kay Johnson</i> | Date <i>4/6/2021</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, Linda Kay Johnson am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of GST LIQUORS (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>GST LIQUORS</u> | | Social Security Number/Tax Identification Number | |
| Address <u>102 S. 11th Street</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 Kay Johnson</u> | | | Date signed <u>4-6-2021</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).

BASECAMP FOOD & FUEL
26056 ROAD H
Cortez CO 81321

| Fees Due | | |
|--|-----------------------|-----------------|
| Renewal Fee | | 96.25 |
| 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 | | \$ 96.25 |

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 PARAGON BUSINESS INVESTMENTS LLC | | | Doing Business As Name (DBA) BASECAMP FOOD & FUEL | |
| Liquor License # 04-01202 | License Type Fermented Malt | Sales Tax License # 32275837-0001 | Expiration Date 06/23/2021 | Due Date 05/09/2021 |
| Business Address 1110 RAILROAD AVE Dolores CO 81323 | | | Phone Number 9706760035 | |
| Mailing Address 26056 ROAD H Cortez CO 81321 | | | Email lloyd82@gmail.com | |
| Operating Manager ROD LLOYD | Date of Birth 12/16/82 | Home Address 26056 ROAD H, CORTEZ, CO 81321 | | Phone Number (530)262-8088 |
| 1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? Owned <input type="radio"/> Rented* <input checked="" type="radio"/> *If rented, expiration date of lease 02/01/2038 | | | | |
| 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. Yes <input type="radio"/> No <input checked="" type="radio"/> | | | | |
| 3a. 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? Yes <input type="radio"/> No <input checked="" type="radio"/> | | | | |
| 3b. 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.? Yes <input type="radio"/> No <input checked="" type="radio"/> | | | | |
| 4. 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. Yes <input type="radio"/> No <input checked="" type="radio"/> | | | | |
| 5. 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. Yes <input type="radio"/> No <input checked="" type="radio"/> | | | | |
| 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 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 <input type="radio"/> No <input checked="" type="radio"/> | | | | |
| 7. 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 <input checked="" type="radio"/> No <input type="radio"/> | | | | |

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 <i>RODNEY A. LLOYD JR.</i> | Title <i>PRESIDENT</i> |
| Signature <i>[Handwritten Signature]</i> | Date <i>5/3/2021</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 |

Basecamp Food & Fuel

License #04-01202

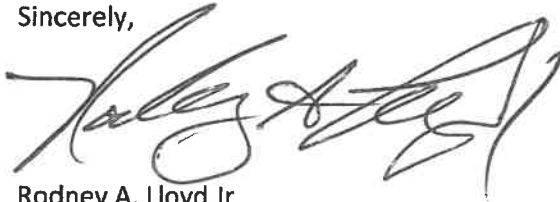
Retail Fermented Malt Beverage License Renewal Application "Yes" Answers

May 03, 2021

7. Does the applicant have a direct or indirect interest in any other Colorado liquor license?

Yes. The applicant owns and operates a "Malt, Vinous, and Spirituous Liquor" license for Hilltop Liquor, 27963 Highway 184, Dolores, CO and a "Malt Beverage" license for Gopher Food & Fuel, 2410 Fairway Drive, Cortez, CO.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney A. Lloyd Jr.", written over a white background.

Rodney A. Lloyd Jr.

President

Paragon Business Investments, LLC

Lloyd82@gmail.com

(530) 262-8088

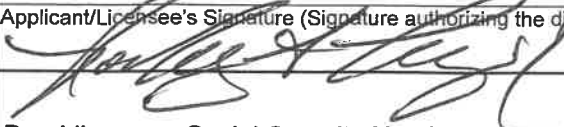
Tax Check Authorization, Waiver, and Request to Release Information

I, RODNEY A. LLOYD JR am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of PARAGON BUSINESS INVESTMENTS (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) BASECAMP FOOD & FUEL (PARAGON BUSINESS INVST) | | Social Security Number/Tax Identification Number 46-4221064 | |
| Address 1110 RAILROAD AVE. | | | |
| City DOLORIS | | State CO | Zip 81323 |
| Home Phone Number (530) 262-8088 | | Business/Work Phone Number (970) 676-0035 | |
| Printed name of person signing on behalf of the Applicant/Licensee RODNEY A. LLOYD JR. | | | |
| Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)  | | | Date signed 5/3/2021 |

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 R447 Series 2021

**A RESOLUTION AUTHORIZING AND APPROVING AN INDEPENDENT
CONTRACTOR CONTRACT FOR TOWN MANAGER**

WHEREAS, the Town of Dolores is presently in need of a qualified individual to serve on a permanent basis as Town Manager to assist them with numerous affairs and projects; and

WHEREAS, Ken Charles is an experienced local government manager and willing and able to serve in the capacity of Town Manager, under the direction of the Town Board of Trustees (hereinafter "Board ").

WHEREAS, Ken Charles has served as interim town manager since September 2019, has expressed the desire to continue his contract as town manager and has fulfilled his duties to the satisfaction of the Trustees on an interim basis.

WHEREAS, the Board desires to appoint Kenneth J. Charles as its Town Manager pursuant to the terms and conditions set forth in the Contract for Employment attached hereto as Exhibit A and authorize the Mayor to execute the contract on the Town's behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF

THE TOWN OF DOLORES that it does hereby appoint Kenneth J. Charles as Town Manager subject to the terms and conditions of the Independent Contractor Contract attached hereto and incorporated herein as Exhibit A.

RESOLVED, APPROVED and ADOPTED this 10th day of May, 2021.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor

Attest:

Town Clerk

**INDEPENDENT CONTRACTOR AGREEMENT FOR TOWN MANAGER SERVICES
FOR THE TOWN OF DOLORES**

This Independent Contractor Agreement (hereinafter "Contract") is entered into by Town of Dolores, a statutory town within the State of Colorado (hereinafter "Town"), and Kenneth J. Charles, 44 Riverfront Place, Durango, Colorado 81303 (hereinafter " Charles"), for services to the Town.

WHEREAS, the Town is presently in need of a qualified individual to serve Town Manager to assist them with numerous affairs and projects; and

WHEREAS, Charles is an experienced local government manager and willing and able to serve in the capacity of Town Manager, under the direction of the Town Board of Trustees (hereinafter "Board ").

NOW, THEREFORE, in consideration of the following promises, terms and conditions. the Town and Charles agree as follows:

1. Engagement. The Town does retain Charles, and Charles does agree to serve, as Town Manager for the Town as an independent contractor, and will undertake and perform the services outlined in this Contract. Notwithstanding the foregoing, Charles shall not be limited by this agreement from performing services or work for other parties or clients.

2. Scope of Work and Responsibilities. The scope of work and functions to be performed by Charles are as follow:
 - (a) Attend all meetings and work sessions of the Board, unless specifically excused from such attendance, and attend any other meetings as directed by the Town Board or as deemed necessary to efficiently execute administrative duties.

 - (b) Execute duties and responsibilities identified within the Town Manager 's job description, and manage and oversee the operations and functions of all Town departments and staff, in

conjunction with Board direction including serving as the building official and zoning administrator.

(c) Work with Town staff on the projects and tasks outlined by the Board, including the hiring of the Town Manager, and on all budget preparations and adoption, and any other project that may be directed by the Board including but not limited to assisting the Town with developing a job description and policies and advise the Town on the search process for a permanent town manager.

(d) Complete other duties or responsibilities assigned by the Board and mutually agreed upon by both parties.

(e) Charles shall not be authorized to bind the Town to any obligation without prior approval from the Board. Charles shall meet all requirements so as to be insured by the Town's Insurance carrier, CIRSA, for all duties herein contracted, or if CIRSA will not cover, then Charles shall provide his own professional liability insurance for matters not covered therefrom, naming the Town of Dolores as an additional insured.

3. Term and Termination of Agreement

(a) The term of Charles's engagement shall commence on Tuesday, September 23, 2019, and shall continue until the Board has deemed Charles's services otherwise complete.

(b) Notwithstanding the above term, the Town may, at its pleasure and within its sole discretion, terminate this Contract at any time, with or without cause.

(c) Charles may terminate this Contract at any time, with or without cause or specification of reason, upon written notice to the Town and providing ten (10) days advance written notice of the same.

4. Compensation.

(a) The Town shall pay Charles at the hourly rate of fifty dollars (\$50.00) per hour for services provided herein. It is anticipated that Charles will work up to 40 hours/week for the Town in this capacity. The Town however recognizes that the time needed to fulfill this arrangement may vary from time to time. The parties acknowledge and agree that Charles will maintain his residence in Durango, Colorado and will commute to the Town of Dolores when performing the services called for in this Contract using his privately owned vehicle. However, Charles will also rent housing near the Town. The Town will compensate this expense at \$800/month. Charles is responsible for all his typical living and travel expenses, except for expenses associated directly with work for the Town.

(b) Charles shall submit a monthly payment request in a method similar to that used by the Town with respect to its Town payroll disbursements, however, Charles shall remain an independent contractor. Charles's payment request shall be accompanied by a detail of date and time of hours of billable activity, and a brief description of the activity. If requested, Charles will provide the Town with an estimate of the time required to complete an assignment before beginning such work. The Town shall disburse payment to Charles within 30 days of submittal of the payment request.

(c) It is also understood that Charles maintains a full-time office in Durango, Colorado and from time-to-time will perform tasks related to his duties in Dolores from that location.

(d) Charles also serves on a Metropolitan District board and has other client obligations that will require his attention from time to time, and Charles will work to minimize interruptions from these obligations and report associated absences to the Board.

5. Independent Contractor Status. Charles shall be deemed and classified an independent contractor while performing services under this Contract as Town Manager. As such, Charles will not be entitled to or receive employment benefits made available to regular full-time employees, including medical or retirement benefits, sick leave, disability benefits, unemployment insurance benefits, paid vacation, or employee benefits of any kind. Charles shall be solely responsible for payment of all government withholdings regarding compensation received pursuant to this contract. Charles shall be solely responsible for meeting all applicable withholding, tax, and insurance requirements. **THE PARTIES HERETO UNDERSTAND THAT**

CHARLES IS NOT ENTITLED TO WORKER 'S COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT. Charles shall provide a W-9 form prior to commencing work.

6. Delivery of Service and Hours.

(a) The Board and Charles agree that Charles shall work a varied schedule depending on Town needs and Charles's availability and other commitments. Charles will notify the Board of his schedule two (2) weeks in advance and will schedule meetings and appointments efficiently and in advance, so as to reduce interference with Town business.

(b) Charles shall have reasonable access to and use of Town office space, Town business equipment and Town supplies in the performance of work under this Contract.

(c) Charles shall use his best efforts to perform all work in a timely and professional manner and will use that level of care and skill ordinarily exercised by persons in Charles's field of expertise performing similar functions.

7. Indemnification. To the extent permitted by law and subject to the terms and conditions of the Town's insurance coverage and policies, the Town shall defend, hold harmless and indemnify Charles from any claim or action brought against him for errors or omissions or other conduct undertaken by him within the scope of his responsibilities as defined under this Contract, excluding claims or actions based upon wanton, willful, illegal, intentionally harmful, reckless, or grossly negligent conduct. Notwithstanding the foregoing, it is not the intent of the Town to waive or lessen, and the Town does not hereby waive or lessen, any rights, protections or limitations provided to it or any of its officials or employees under the Colorado Governmental Immunity Act or other law. In performing under the provisions of this paragraph, the Town shall have the right to employ legal counsel of its own choosing to represent Charles, and to contest or settle any claim or action as it deems appropriate. The provisions of this Paragraph 7 shall survive the termination of this Contract and any final payment made to Charles under Paragraph 8 (a) below.

8. Miscellaneous.

(a) Acceptance by Charles of final payment under this Contract shall constitute full and complete satisfaction of the Town's payment obligation, and fully release the Town from any and all claims Charles has, or may have, against the Town arising from Charles's performance of services.

(b) Notices required under the Contract shall be delivered in person to the respective parties or mailed to each party at the following addresses:

TOWN:

Town of Dolores
420 Central Avenue
Dolores, CO 81323

CHARLES:

c/o Red Tail Consulting, LLC
44 Riverfront Place
Durango, CO 81303

(c) This Contract is not assignable, and any amendment shall not be valid unless reduced to writing and signed by the parties. This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties.

(d) Any legal action brought to interpret or enforce this Contract shall be commenced only in the Colorado District Court, Montezuma County.

(e) This Contract shall take effect on the date of the last signature below.

(f) Confidentiality. Any confidential information provided to or developed by Charles in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by Charles without the prior written approval of the Town. Charles acknowledges that during the engagement, it will have access to and become acquainted with various confidential information and records of the Town used by the Town in connection with the operation of its affairs. Charles agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of his engagement with the Town. All

files, records, documents, blueprints, specifications, information, letters, notes, lists, notebooks, and similar items relating to the business of the Town, whether prepared by Charles or otherwise coming into his possession during performance of service shall remain the exclusive property of the Town.

By authorized signatures below, the parties accept and agree to the terms and conditions of this

Town of Dolores, by:

Its mayor

Kenneth J. Charles

STATE OF COLORADO)

) SS.

COUNTY OF MONTEZUMA)

ACKNOWLEDGED AND SUBSCRIBED To before me Kenneth J. Charles this day of May, 2021. WITNESS my hand and official seal.

Notary Public

Jon Lewis Kelly, P.C.

ATTORNEY AT LAW

P.O. Box 659
DOLORES, COLORADO 81323

jkelly@westslopelaw.com
www.westslopelaw.com

(970) 882-4442
FAX: (970) 882-3373

May 5, 2021

VIA EMAIL ONLY

Tammy Neely, Town Clerk

RE: Review of Canna and Co. Ltd., Retail Marijuana Application

Tammy,

I am in receipt of the Canna and Co. Ltd. retail marijuana license application and upon review as the Dolores Town Attorney, make the following observations and recommendations.

1. **CORRECTION OR MISSING INFORMATION:** Applicant must provide the EIN number for Canna and Co., Ltd..
2. **CORRECTION OR MISSING INFORMATION:** Ourania Sullivan is disclosed as an 18% owner of Rico Capital, LLC and is therefore a 9% beneficial interest owner of Canna. The Dolores Marijuana Code requires full disclosure and background checks of 5% or greater beneficial interest owners. Therefore Ms. Sullivan must be included in the application, releases and the finding of suitability form. To assist the applicant, Ms. Sullivan must be treated in the same manner as Mr. Halcousis on the application.
3. **AREA OF CONCERN/ADDITIONAL INFORMATION:** Patrick Labruzzo was identified as an owner of a company that applied for and then withdrew an application for a retail marijuana license at this location. That entity name appeared in a preapplication review meeting for this applicant and is applying for license at a second location. Because the Town of Dolores has an interest in ensuring that there are two licensed facilities, not one facility with two locations, and to ensure that the applicant has no interest in the company applying for a license at a second location, I request that the enclosed affidavit be signed by the applicant.
4. All of the other concerns I expressed during the preapplication meeting were addressed in this application.
5. Subject to review by the Building Official and Sheriff Nowlin, the application is sufficiently complete to be accepted for review.
6. However, pursuant to Section 2.8(1) of the Dolores Marijuana Code, I recommend that the Town Clerk give notice of the above deficiencies in writing giving the applicant 15 days correct it. This notice should include any deficiencies identified by the Building Official.

Feel free to send this letter with your notice.

Very Truly Yours,



Main Office Location:

995 Railroad Ave. Ste. A, Dolores, Colorado



TOWN OF DOLORES

APRIL

2021

COUNTY OF MONTEZUMA
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|------------------|------------------|-------------------|-------------------|-------------|
| DOLORES CONTRACT | | | | | |
| 001.1650.1120 | 6,889.35 | 23,571.78 | 107,719.00 | 84,147.22 | 21.9 |
| 001.1650.1152 | .00 | 421.05 | 4,000.00 | 3,578.95 | 10.5 |
| 001.1650.1180 | 2,468.42 | 7,443.54 | 37,281.00 | 29,837.46 | 20.0 |
| 001.1650.1220 | 58.10 | 1,370.54 | 10,000.00 | 8,629.46 | 13.7 |
| 001.1650.1221 | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 001.1650.1310 | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 001.1650.1387 | 1,045.39 | 1,045.39 | 6,500.00 | 5,454.61 | 16.1 |
| 001.1650.1425 | .00 | 132.05 | .00 | (132.05) | 0 |
| 001.1650.1810 | .00 | .00 | 29,000.00 | 29,000.00 | .0 |
| TOTAL DOLORES CONTRACT | 10,461.28 | 33,984.35 | 200,000.00 | 166,015.85 | 17.0 |

| Date | Journal | Payee or Description | Account Number | Debit Amount | Credit Amount | Balance |
|------------------------------|---------|--|-----------------|--------------|---------------|---------------------------------|
| DOLORES CONTRACT | | | | | | |
| PERMANENT SALARIES | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001 1650.1120 | | | 16,882.43 |
| 03/13/2021 | PC | PAYROLL TRANS FOR 3/13/2021 PAY PERIO | | 3,414.60 | | |
| 03/27/2021 | PC | PAYROLL TRANS FOR 3/27/2021 PAY PERIO | | 3,474.76 | | |
| | | 03/31/2021 (03/21) Period Totals and Balance | | 6,889.35 | .00 | 23,571.78 |
| YTD Encumbrance | .00 | YTD Actual | 23,571.78 Total | 23,571.78 | YTD Budget | 107,719.00 Unexpended 84,147.22 |
| OVERTIME | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001.1650.1152 | | | 421.05 |
| | | 03/31/2021 (03/21) Period Totals and Balance | | .00 | .00 | 421.05 |
| YTD Encumbrance | .00 | YTD Actual | 421.05 Total | 421.05 | YTD Budget | 4,000.00 Unexpended 3,578.85 |
| FRINGE BENEFITS | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001.1650.1180 | | | 4,075.12 |
| 03/13/2021 | PB | PAYROLL TRANS FOR 3/13/2021 PAY PERIO | | 2,080.88 | | |
| 03/27/2021 | PB | PAYROLL TRANS FOR 3/27/2021 PAY PERIO | | 407.56 | | |
| | | 03/31/2021 (03/21) Period Totals and Balance | | 2,488.42 | .00 | 7,443.54 |
| YTD Encumbrance | .00 | YTD Actual | 7,443.54 Total | 7,443.54 | YTD Budget | 37,281.00 Unexpended 28,837.46 |
| OPERATING EXPENSES | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001.1650.1220 | | | 1,312.44 |
| 03/08/2021 | AP | CENTURYLINK | | 58.10 | | |
| | | 03/31/2021 (03/21) Period Totals and Balance | | 58.10 | .00 | 1,370.54 |
| YTD Encumbrance | .00 | YTD Actual | 1,370.54 Total | 1,370.54 | YTD Budget | 10,000.00 Unexpended 8,628.46 |
| MP MAINTENANCE | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001 1650.1221 | | | .00 |
| | | 03/31/2021 (03/21) Period Totals and Balance | | .00 | .00 | .00 |
| YTD Encumbrance | .00 | YTD Actual | .00 Total | .00 | YTD Budget | 2,500.00 Unexpended 2,500.00 |
| PROFESSIONAL SERVICES | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001.1650.1310 | | | .00 |
| | | 03/31/2021 (03/21) Period Totals and Balance | | .00 | .00 | .00 |
| YTD Encumbrance | .00 | YTD Actual | .00 Total | .00 | YTD Budget | 3,000.00 Unexpended 3,000.00 |
| VEHICLE EXPENSES | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001.1650.1387 | | | .00 |
| 03/01/2021 | AP | MONTEZUMA COUNTY ROAD FUND | | 317.14 | | |
| 12/17/2020 | AP | MONTEZUMA COUNTY ROAD FUND | | 728.25 | | |
| | | 03/31/2021 (03/21) Period Totals and Balance | | 1,045.39 | .00 | 1,045.39 |
| YTD Encumbrance | .00 | YTD Actual | 1,045.39 Total | 1,045.39 | YTD Budget | 6,500.00 Unexpended 5,454.61 |
| FLEET COSTS | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001 1650.1425 | | | 132.05 |
| | | 03/31/2021 (03/21) Period Totals and Balance | | .00 | .00 | 132.05 |
| YTD Encumbrance | .00 | YTD Actual | 132.05 Total | 132.05 | YTD Budget | .00 Unexpended (132.05) |
| TRAINING | | | | | | |
| | | 02/28/2021 (02/21) Balance | .001 1650 1500 | | | .00 |
| | | 03/31/2021 (03/21) Period Totals and Balance | | .00 | .00 | .00 |
| YTD Encumbrance | .00 | YTD Actual | .00 Total | .00 | YTD Budget | .00 Unexpended .00 |
| DISPATCH FEES | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001.1650.1610 | | | .00 |
| | | 03/31/2021 (03/21) Period Totals and Balance | | .00 | .00 | .00 |
| YTD Encumbrance | .00 | YTD Actual | .00 Total | .00 | YTD Budget | 29,000.00 Unexpended 29,000.00 |

| Date | Journal | Payee or Description | Account Number | Debit Amount | Credit Amount | Balance |
|--------------------------------|----------------|--|----------------|------------------|---------------|------------------|
| CONTRACT REFUND | | | | | | |
| | | 02/28/2021 (02/21) Balance | 001.1650.1675 | | | .00 |
| | | 03/31/2021 (03/21) Period Totals and Balance | | .00 | .00 | .00 |
| YTD Encumbrance | .00 YTD Actual | 00 Total | .00 YTD Budget | .00 Unexpanded | .00 | |
| Total DOLORES CONTRACT: | | | | <u>10,461.26</u> | <u>.00</u> | <u>23,523.09</u> |

Municipal Code/Traffic Citations

And

Reports Written For the

Town of Dolores

APRIL

2021

Hours worked for Detectives

Detective Hours

3

Patrol Hours

14.5

| Call Type | Number Events | Avg. Dispatch | Avg. Response | Avg. Travel | Avg. Time On Scene | Avg. Time | Total Time |
|------------------------------|---------------|---------------|---------------|-------------|--------------------|-----------|------------|
| ABANDON VEHICLE | 1 | 4.73 | 0.02 | 4.15 | 13.98 | 22.88 | 22.88 |
| ANIMAL AT LARGE | 1 | 2.13 | 5.47 | 13.45 | 0.05 | 21.1 | 21.1 |
| ANIMAL WELFARE CHECK | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| ANIMAL/GENERAL | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| ANIMAL/INJURED | 1 | 10.45 | 0.65 | 0.02 | 5.53 | 16.65 | 16.65 |
| BREAK IN | 1 | 4.43 | 0.27 | 14.87 | 25.5 | 45.07 | 45.07 |
| CIVIL | 1 | 1.23 | 0 | 0 | 0 | 1.23 | 1.23 |
| CIVIL STANDBY | 4 | 0.07 | 0 | 0 | 0 | 0.07 | 0.27 |
| COMPLAINT | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| CONTROL BURN | 1 | 1.57 | 0.03 | 4.6 | 2.08 | 8.28 | 8.28 |
| DISTURBANCE | 5 | 2.2 | 1.31 | 3.14 | 5.86 | 12.51 | 62.55 |
| DOG RUNNING AT LARGE | 1 | 1.42 | 0.07 | 2.2 | 4.3 | 7.98 | 7.98 |
| DRUGS | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| EXTRA PATROL | 26 | 0.14 | 2.9 | 0 | 4.07 | 4.46 | 115.95 |
| FOLLOWUP | 3 | 0 | 0 | 0 | 2.68 | 2.68 | 8.05 |
| INFORMATION ONLY | 2 | 3.32 | 0.03 | 0 | 0 | 3.34 | 6.68 |
| INTOXICATED PEDESTRIAN | 1 | 2.67 | 0.03 | 3.87 | 13.47 | 20.03 | 20.03 |
| NOISE COMPLAINT | 2 | 1.17 | 0.17 | 0 | 0 | 1.33 | 2.67 |
| OVERDOSE | 1 | 3.75 | 1.15 | 13.08 | 17.38 | 35.37 | 35.37 |
| PHONE CALL | 3 | 19.65 | 2.3 | 0 | 0 | 21.95 | 65.85 |
| RECKLESS | 1 | 4.2 | 0.03 | 20.35 | 8.75 | 33.33 | 33.33 |
| SECURITY CHECK | 5 | 0 | 0.03 | 0 | 0 | 0.03 | 0.15 |
| STOLEN VEHICLE | 1 | 0 | 0.07 | 0 | 94.32 | 94.32 | 94.32 |
| SUSPICIOUS ACTIVITY | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUSPICIOUS PERSON | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUSPICIOUS VEHICLE | 2 | 0.37 | 0.1 | 0 | 0.7 | 1.17 | 2.33 |
| TRAFFIC ACCIDENT/HIT AND RUN | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| TRAFFIC STOP | 45 | 0.18 | 0.11 | 0 | 1.18 | 1.47 | 66.27 |
| UNKNOWN PROBLEM | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| UNWANTED PERSON | 5 | 10.05 | 0.11 | 1.88 | 1.31 | 13.34 | 66.72 |
| VIN INSPECTION | 5 | 0.93 | 18.56 | 0 | 0 | 19.49 | 97.45 |
| WARRANT SERVICE | 4 | 1.13 | 0.12 | 3.5 | 12.86 | 17.6 | 70.38 |
| WELFARE CHECK | 3 | 5.73 | 0.19 | 0 | 0 | 5.92 | 17.75 |

TOTAL CALLS FOR SERVICE

134

Detective Division

Dolores Monthly

May 2021

| | MONTHLY | YEAR TO DATE |
|------------------------------------|-------------|--------------|
| NEW CASES ASSIGNED | 2 | 5 |
| CASES CLEARED / INACTIVE / CLOSED | 1 | 3 |
| CASES PENDING | | 2 |
| VALUE OF STOLEN / DAMAGED PROPERTY | \$39,995.00 | \$40,995.00 |
| VALUE OF RECOVERED PROPERTY | \$39,995.00 | \$39,995.00 |
| HOURS WORKED | 3 | |
| OTHER - HOURS WORKED | 0 | 14.5 |

MONTEZUMA COUNTY DETECTIVE DIVISION HAD THE FOLLOWING:

| CASE # | OFFENSE-VIOLATION | STATUS |
|----------|----------------------|-------------|
| MC210285 | Theft - Other | Active-Open |
| MC210417 | Vehicle Theft - Auto | Active-Open |

CLERKS REPORT

MARIJUANA

Currently two applications have been submitted for a Retail Marijuana Dispensary. The applications have been reviewed by the Manager, Town Clerk, Building Official, and Town Attorney. The Sheriff has not submitted his findings to date. Both applicants have some corrections to make and will have 15 days in which to complete the requirements from the Town Attorney's findings as well as the Building Inspectors. Additionally, there is another applicant on the waiting list. Jon Kelly will give a brief tutorial of the town board's roles in the Marijuana licensing process.

HUMAN RESOURCES:

Tricia and I are currently working together to catch several items up in the employee's handbook as there are some laws that have passed due to COVID-19.

CIRSA:

Currently we are coming up on the policy renewals for workers compensation, VAMP, and comprehension. Adjustments will need to be made for the Bike Trail, and Solar additions for the Town Hall, Shop, and WWTP. I am working on getting employee training and education in some of the fields such as construction, cyber security, and safety. There are also classes for Elected Officials, so if you are interested, please contact me. Education keeps our rates low with CIIRSA.

LIQUOR LICENSE:

The State of Colorado is exempting certain establishments from license fees, these are restaurant owners. Upon checking the Municode I found that it is a bit behind. It shows 3.2 percent is a license, but the State has done away with 3.2 percent and replaced it with Fermented Malt Beverage. I noted the difference on our online Municode.

TREASURER'S REPORT
TOWN OF DOLORES
MAY 5, 2021

| | |
|----------------------------------|-----------------------|
| Petty Cash | \$300.00 |
| Hi-Fi Savings Account | \$633,915.36 |
| Checking Account | \$128,931.04 |
| Conservation Trust Fund | \$10,601.69 |
| ColoTrust | \$859,252.08 |
| Bonds | \$559,336.09 |
| Business Account (AFLAC) | \$3,058.81 |
| Regular Savings Account | \$5,206.36 |
| New Playground Account/Donations | \$3,295.33 |
| Total | \$2,203,596.76 |

Town board May 10, 2021

Building Official/Building Inspector report

Current projects:

1. 301 Central Avenue – Final inspections of foundation – Owner is going to permit the replacement of windows and doors next.
2. 502 Riverside – Framing inspection, Insulation inspection and drywall inspection
3. 201 S 7th – 2nd Underfloor inspection for new floor and subfloor

New permits: One permit issued for a total of \$195.20

1. #1003 – 109 S 6th Street – New furnace install

Future projects on the horizon:

1. Two marijuana applications for two locations in town have been submitted awaiting approval.

Business Inspections

1. Three inspections of businesses
 - a. 1009 Railroad Avenue – Family Dollar
 - b. 18400 Hwy 145 - Blue Pine Customs
 - c. End of the Trail Catering – Food Trailer (See attached picture of serious issue)



Internet Technology

1. Phone system -The new phone system has been configured. The phone system is up and running and we have had one training with one more for those who were not able to attend the first training. This phone system is IP, or internet based so it utilizes the internet and our computers.
2. Internet connection at the park – The connections have been installed, with one location on top of the scoreboard in the park and the second on the restrooms at the park. There is a very strong signal now throughout the park and a good signal on second street along some parts. The connection is Town of Dolores and there is no password required at this time.
3. Board room – The final pieces of the transformation in the board room are arriving. The only piece that is still missing is the monitor for the desktop computer that will be installed. We added a desktop computer to assist with the meeting controls while the moderator of the meeting is presenting, as we felt it would be too cumbersome for that person to run the meeting and all the cameras and controls.

2021 Code Adoption

This project will once again move forward once the STR regulations are in place as there is simply limited time.

TO: Dolores Mayor and Trustees
From: Ken Charles and Randy McGuire
DT: May 10, 2021
RE: Weed Management

The Town of Dolores Weed Management Policy-An integrated approach that combines Mechanical and Physical (e.g., cutting and mowing) with use of Chemical Herbicides (e.g., weed oils, nonselective and selective herbicides, and plant growth regulators). The Town staff emphasizes the former approach of cutting and mowing as opposed to use of chemicals.

The town does NOT spray entire public green spaces including Riverside Park, JRP, the River Trail and Flanders. In JRP the town only uses herbicides to spot treat weeds such as "White Top" and Knapweed. The town will also treat difficult to mow areas such as sign poles, fire hydrants, cracks and joints in sidewalks/curbs/gutters. A similar approach is used in the other parks.

Montezuma County's Weed management Plan <https://montezumacounty.org/wp-content/uploads/2020/10/Montezuma-County-Noxious-Weed-Plan-104.pdf> separates species of weeds into three categories*:

- A. Designated for Eradication.
- B. Designated for control and suppression.
- C. Designated for control and suppression.

*Lists are based on the Colorado Department of Agriculture's Noxious Weed Advisory panel recommendations.

As a result of discussions with Trustees Watters and Wheeler, town staff has prepared a recommendation of organic herbicides to use in 2021. Those are attached and we propose to try these herbicides in 2021.



AVENGER PRODUCTS, LLC

Safety Data Sheet

1. PRODUCT AND COMPANY IDENTIFICATION

Product name: Avenger® Weed Killer Concentrate

EPA Reg. Number.: 92967-1

Description: Liquid Herbicide Concentrate

Chemical Composition: Liquid Concentrate

Company:

Avenger Organics, LLC • 1905 Candler Rd., Gainesville, GA 30507

Telephone: 678-546-5009 • **Website:** avengerorganics.com • **Email:** support@avengerorganics.com

Emergency Phone Number: INFOTRAC 24hrs

US & Canada: 1-800-535-5053 | International 1-352-323-3500|

2. HAZARD(S) IDENTIFICATION

CAUTION!

Health Hazards: Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing.

Signs and Symptoms of Exposure: Product may be irritating to the skin, eyes, nose and throat.

Medical Conditions Generally Aggravated by Exposure: Persons with allergies or pre-existing skin conditions should avoid contact with this product.

Hazardous Materials Identification System - HMIS:

- 1 Health Hazard - Mild skin irritant
- 2 Flammability - Flashpoint 122° F (52°C), as determined by TAG Closed Cup
- 0 Reactivity - Stable
- G Protection - Safety glasses, gloves



3. COMPOSITION/INFORMATION ON INGREDIENTS

Active Ingredient: d-Limonene (technical grade):

Composition:

| Component | CAS No. | % by weight (approximate) |
|--------------------------|-----------|---------------------------|
| d-Limonene | 5989-27-5 | 74 to 78% |
| <i>Other Ingredients</i> | | |
| Castor Oil | | 1 to 4% |
| Emulsifiers | | 18 to 23% |

The specific chemical identity is being withheld because it is trade secret information of Avenger Products, LLC.

4. FIRST AID MEASURES

Emergency & First Aid Procedures:

- **Eye contact:** Remove contact lenses at once. Flush with water for at least 15 minutes.
- **Skin contact:** Wash affected area with copious amounts of soap and water. If irritation develops, seek medical attention.
- **Ingestion:** Seek medical attention immediately. Do not induce vomiting. Rinse mouth with water, then drink one glass of water. Do not leave victim unattended. Never give anything by mouth if victim is unconscious, is rapidly losing consciousness, or is convulsing.
- **Inhalation:** If symptoms of overexposure are experienced, evacuate to fresh air.

If any symptoms persist, seek medical attention.

5. FIRE-FIGHTING MEASURES

- **Flash Point:** 126°F (52°C)
- **Extinguishing Media:** Carbon dioxide, foam or dry chemical
- **Special Fire Fighting Procedures:** SCBA recommended. Smother to exclude air. Do not use water. Handle as an oil fire.
- **Unusual Fire and Explosive Hazards:** Combustible liquid. Keep away from heat, sparks, and open flame.
- **Hazardous Decomposition Materials:** Smoke may be acrid and the fumes may be irritating. Burning generates CO, CO₂, and smoke.
- **Conditions to Avoid for Stability:** Avoid temperatures over 122° F (50°C)

6. ACCIDENTAL RELEASE MEASURES

Steps to be Taken if Material is Released or Spilled: Use protective gloves to avoid skin contact. Small spills can be wiped up. Large spills should be absorbed by dirt, sand, or other suitable absorbents for disposal. Use personal protection recommended in section 8.



7. HANDLING AND STORAGE

Precautions to be Taken in Handling and Storing: Take usual precautions for combustible liquids. Store in original container and out of the reach of children, preferably in a locked storage area.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Personal Protective Equipment (PPE): Applicators and other handlers must wear: Long sleeved shirt and pants, Shoes plus socks and Protective eyewear.

- **Eye Protection:** Safety goggles or glasses suggested.
- **Skin Protection:** Oil resistant gloves.
- **Appropriate Hygienic Practices:** Wash thoroughly after handling. Launder contaminated clothing before re-use.

Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering controls: No special requirement when used as recommended.

Respiratory protection: No special requirement when used as recommended.

9. PHYSICAL AND CHEMICAL PROPERTIES

| | |
|--|---|
| Appearance | Clear, slight yellow liquid |
| Upper/lower flammability or explosive limits | N/A |
| Odor | Orange or lemon-lime aroma |
| Vapor pressure | N/A |
| Odor threshold | N/A |
| Vapor density | N/A |
| pH: | Aqueous mixture containing 1% v/v of Concentrate has a pH of 4.8 at 73°F (23°C) |
| Relative density | N/A |
| Melting point/freezing point | N/A |
| Solubility(ies) | N/A |
| Initial boiling point and boiling range | N/A |
| Flash point | 122°F (52°C), as determined by TAG Closed Cup |
| Evaporation rate | N/A |
| Flammability (solid, gas) | N/A |
| Upper/lower flammability or explosive limits | N/A |
| Vapor pressure | N/A |
| Vapor density | N/A |
| Relative density | N/A |
| Solubility(ies) | N/A |
| Partition coefficient: n-octanol/water | N/A |
| Auto-ignition temperature | N/A |
| Decomposition temperature | N/A |
| Viscosity | 1.50 at 23°C |
| Gravity | 0.854 g/ml (53.3 lb / cu. ft.) at 68°F (20°C) |



10. STABILITY AND REACTIVITY

Reactivity

- No data

Chemical stability

- The product is a stable substance and polymerization or negative reactions will not occur

Other

- N/A

11. TOXICOLOGICAL INFORMATION

The toxicity parameters of the primary ingredient, d-Limonene, are as follows:

- It is not acutely toxic.
- Oral: LD50 >5 g/kg, rabbit
- Dermal: LD50 >5 g/kg, rabbit
- Skin: The skin irritancy of limonene in guinea pigs and rabbits is considered moderate and low, respectively.
- Inhalation: LC50 >1000 ppm

This substance contains no materials subject to the reporting requirements of SARA TITLE III SECTION 313.

Chronic Toxicity: Not listed as a carcinogen (OSHA, NTP, IARC, or ACGIH)

12. ECOLOGICAL INFORMATION

Ecotoxicological Information: Product may be toxic to aquatic organisms.



13. DISPOSAL CONSIDERATION

Container Disposal: DO NOT reuse any part of this packaging. Dispose of all containers and packaging in a sanitary landfill, by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of the smoke.

14. TRANSPORTATION INFORMATION

TDG Status: Hazardous DOT Label/Placard [exemption § 173.150(f) applies

IMO Status: Hazardous Highway/Rail: per requirements for Combustible Liquids

IATA Status: Hazardous Air/Ship: per requirements for Flammable Liquids

SHIPPING CLASSIFICATION:

- Proper Shipping Name: TERPENE HYDROCARBONS, N.O.S.
- Hazard Class: 3
- Identification No.: UN2319
- Packing Group: III
- The listed Transportation Classification does not address regulatory variations due to changes in package size, mode of shipment or other regulatory descriptors.

15. REGULATORY INFORMATION

Registration for use as an herbicide has been approved at the U.S. Environmental Protection Agency (EPA).
EPA Registration No. 92967 – 1

16. OTHER INFORMATION

National Fire Protection Association Hazard Ratings - NFPA(R):

- 1 Health Hazard - Slight
- 2 Flammability - Moderate
- 0 Reactivity - Minimal

Key Legend Information:

- ACGIH American Conference of Governmental Industrial Hygienists
- OSHA Occupational Safety and Health Administration
- NTP National Toxicology Program
- IARC International Agency for Research on Cancer 4

The information contained herein is based on current knowledge and experience: no responsibility is accepted that the information is sufficient or correct in all cases. Users should consider these data only as a supplement to other information obtained by the user. No warranty is expressed or implied regarding the accuracy of this data, the results to be obtained from the use thereof, or that any such use will not infringe any patent. Users should make independent determinations of suitability and completeness of information from all sources to assure proper use and disposal of these materials, the safety and health of employees and customers, and the protection of the environment. This information is furnished upon the condition the person receiving it shall determine the suitability for the particular purpose. This SDS is to be used as a guideline for safe work practices and emergency response.

FINALSAN®

HERBICIDAL SOAP

Additional Precautionary Statements, Directions for Use, and Storage and Disposal Instructions on Back Panel

- Fast acting weed, grass, algae and moss killer.
- The active ingredient in this product is exempted from the requirement of a tolerance for residues in or on all food commodities when used in accordance with good agricultural practice.
- Won't stain bricks, concrete or asphalt.

| FIRST AID | |
|-------------------------------|---|
| IF IN EYES | Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. |
| IF ON SKIN OR CLOTHING | Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. |
| IF SWALLOWED | Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to by a poison control center or doctor. Do not give anything by mouth to an unconscious person. |
| IF INHALED | Move person to fresh air. If person is not breathing call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice. |

Have the product container or label with you when calling a poison control center or doctor or going for treatment. During other times, call the poison control center 1-800-222-1222.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS. WARNING: Causes substantial but temporary eye injury. Causes skin irritation. Avoid breathing vapor or spray mist. Harmful if inhaled. Do not get in eyes, on skin or on clothing.

Personal Protective Equipment (PPE) Requirements: Applicators and other handlers must wear: coveralls worn over short-sleeved shirt and short pants, socks, chemical-resistant footwear, waterproof gloves and protective eyewear. When cleaning equipment a chemical-resistant apron should also be worn. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

User Safety Recommendations

- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This product may be hazardous to aquatic invertebrates. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters or rinsate.

ACTIVE INGREDIENT:
Ammoniated soap of fatty acids.....22%
OTHER INGREDIENTS78%
TOTAL.....100%

**KEEP OUT OF REACH OF CHILDREN
WARNING**

EPA REG. NO. 67702-8 EPA EST. NO. 48498-CA-1
NET CONTENTS: 2.5 GALLONS

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. Do not apply this product in a manner that will contact workers or other persons, either directly or through drift. Only protected workers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation. Read and follow all applicable directions and precautions on this label before using.

Agricultural Use Requirements

Use this product in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), restricted-entry interval, and notification to workers. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard (WPS).
Entry-Restrictions: Do not enter or allow worker entry into treated areas during the restricted-entry interval of 24 hours.
PPE required for early-entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, wear: coveralls worn over short-sleeved shirts and short pants, socks, chemical-resistant footwear, waterproof gloves and protective eyewear.

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.
Keep unprotected persons out of treated areas until sprays have dried. For early reentry to treated areas and that involves contact with anything that has been treated such as plants, soil, or water, wear: coveralls, shoes, socks, and waterproof gloves.

Application Directions:

Stand Alone Use:

Shake well before using.

- For the control of perennial or more established weeds, mix one part FINALSAN with 5 parts water (16.7% v/v solution)
- For annual weeds and small, easy-to-kill weeds, mix one part FINALSAN with 9 parts water (10% v/v solution)
- For the control of moss and algae, mix one part FINALSAN with 19 parts water (5% v/v solution)

For the control of weeds and grass, apply the mixed solution at 75-200 gallons/acre (2 - 5 gallons/1000 ft²). For the control of moss and algae, apply the mixed solution at 8.3-25 gallons/1000 ft². Spray weed thoroughly, using a coarse nozzle setting to reduce drift. Thorough coverage is extremely important. For spot treatment of individual weeds, apply the mixed solution to the center of plant to the point of runoff. Plant damage will be visible from a few hours to 2 days after spraying. Repeat treatment every 2 to 3 weeks to control new weeds growing from seed and re-growth from bi-annual and perennial weeds. Avoid spraying desirable plants. Thoroughly wash equipment after use.

Tank Mixes: FINALSAN may be combined with other pesticides to broaden the target spectrum, improve the level of control, and enhance coverage. When used as a tank mix, observe all directions for use, crops, use rates, dilution ratios,

\$ 84.75 per 2.5 gallon

5 gallons of mix per 50 gallons of water (1 tank)

\$ 170 per Tank spray

2-3 Tanks per Coverage

\$ 510 per spray

3 sprays per year

Total cost per
year
\$ 1530 +/-

precautions, and limitations, which appear on the tank mix product label. Follow the label directions for the most restrictive of label precautions and limitations. Do not mix this product with any other product that prohibits such mixing. Always predetermine the compatibility of labeled tank mixtures of this product with other products in advance of application by mixing proportional quantities of all products and water in a container and watching for adverse reactions. When tank mixing, add formulations in the following sequence: (1) wettable powders; (2) flowable liquids; (3) emulsifiable liquids; (4) FINALSAN herbicide; (5) water soluble liquids; and (6) adjuvants.

FINALSAN plus Glyphosate Herbicides: FINALSAN is synergistic with certain postemergence herbicides. A mixture of this product and glyphosate has shown enhanced speed of top kill and improved control of numerous weed species. To enhance the activity of glyphosate-containing herbicides, and accelerate burndown of target weeds, use the necessary amount FINALSAN to reach a final concentration of 5-16.7% v/v spray solution plus the labeled rate of the registered glyphosate product. Lower rates in the rate range will provide less visible burndown effect.

Rate Table:

| Desired Final Volume of Spray Solution (gallons) | Amount of FINALSAN in Spray Solution for Following Dilution Rate | | |
|--|--|---------------|-----------------|
| | 1:19 (5% v/v) | 1:9 (10% v/v) | 1:5 (16.7% v/v) |
| 1 | 6.4 ozs. | 12.8 ozs. | 21 ozs. |
| 2.5 | 16 ozs. | 32 ozs. | 51 ozs. |
| 5 | 32 ozs. | 64 ozs. | 102 ozs. |
| 7.5 | 48 ozs. | 96 ozs. | 1.25 gal |
| 10 | 64 ozs. | 1 gal | 1.6 gal |

Product Information: FINALSAN is a fast-acting, non-selective weed, grass, algae and moss killer. This product is not translocated. It will burn only those plant parts that are coated with spray solution. The best results are obtained with young, actively growing weeds, less than 5 inches high. FINALSAN can be used any time during the year and works best during warm and dry conditions. Application during cold weather may delay appearance of plant damage. If rain falls within 3 hours of treatment, an additional spray may be required. FINALSAN controls many common annual weeds and suppresses the growth of some bi-annual and perennial weeds. It can be used in cultivated areas prior to planting grass, flowers and vegetables. Areas can be re-sown five days after treatment. Inadvertent overspray of FINALSAN does not stain concrete, pavement, stucco or wood.

Use Sites:

Outdoor and Greenhouses

Terrestrial Food and Feed Crops: Grapes, cereal grains, vegetable crops, orchards, fruit and nut trees, vines, field crops (e.g.: artichokes, beans, corn, cotton, ginseng, herbs, hops, peas, peanuts, potatoes, small fruits, sugarbeets, sunflowers, sweet potatoes, tobacco, tomatoes and yams), seedbed or site preparations, cultivated areas prior to the emergence of susceptible plant parts or as a directed spray avoiding desirable plants, fields after the crop has been harvested, and grass or non-grass forage/ fodder/hay.

Terrestrial Non-Food Crops: Ornamental herbaceous plants, ornamental lawns and turf, ornamental woody shrubs, vines, and ornamental shade trees.

Terrestrial Non-Crop Sites: Around and on buildings, sidewalks, fences, trees, bark mulch, driveways and other right-of-ways, patios, gravel, on structures holding flowers, trees, shrubs, vines and vegetables, landscaped areas, lawns, and on and around buildings and structures, such as benches, walls, floors, and roofs.

Use Methods:

Vegetation Burndown: General control of weeds, grass, algae and moss for site preparation and non-crop areas. Spot treatments may be used in crop and pasture situations. Applications may be made in and around desirable plants when contact of foliage and green bark is avoided.

Directed and Shielded Sprays: Applications may be made around desirable plants when contact of foliage and green bark is avoided.

Prior to Emergence of Plants from Seed, Perennial Rootstocks, and Bulbs: Ensure applications are made before new growth or crop emerges from

soil or damage will occur. Areas can be re-sown five days after treatment.

Sucker Control, Pruning and Trimming: To burn back and control epicormic shoots, sucker growth, and other unwanted growth on woody trees, foliage growth on vines, excessive cane growth in brambles, or other listed use sites. Apply only to unwanted vegetative parts. Apply before suckers become woody.

Harvest Aid and Desiccation: To remove leaves of plants prior to harvest and/or burndown of weeds to facilitate harvest. Harvest aid and desiccation uses include applications to root and tuber vegetables, bulb vegetables and cotton only. Applications must be made no later than 24 hours prior to harvest.

Post-Harvest Spray: To control weeds, grass, moss and algae growing in fields after the commodity has been harvested.

Structural and Building Applications: To control weeds, grass, moss and algae in and around buildings and structures such as benches, walls, floors, and roofs.

Over-seeding Burndown: Apply a 10% v/v solution of FINALSAN at 1.8 gallons/1000 ft² to burn down grass before over-seeding, facilitate grass removal and disposal, and allow a more timely re-seeding process with labor, fuel and equipment savings.

Pests:

Weeds controlled or suppressed by FINALSAN include the following:

- chickweed *Stellaria media*
- corn spurry *Spergula arvensis*
- dandelion *Taraxacum spp.*
- groundsel *Senecio spp.*
- lamb's-quarters *Chenopodium album*
- mouse-eared chickweed *Cerastium vulgatum*
- mustards *Brassica spp.*
- plantain *Plantago spp.*
- redroot pigweed *Amaranthus retroflexus*
- round leaved mallow *Mahva spp.*
- sheep sorrel *Rumex acetosella*
- shepherd's-purse *Capsella bursa-pastoris*
- stinkweed *Thlaspi arvense*
- thistle *Cirsium spp.*
- annual bluegrass *Poa annua*
- large crabgrass *Digitaria sanguinalis*
- perennial ryegrass *Lolium perenne*
- creeping red fescue *Festuca rubra*
- hard fescue *Festuca ovina*
- colonial bentgrass *Agrostis tenuis*
- moss, algae, and lichens

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

PESTICIDE STORAGE: Store this product in its original container and keep in a secure storage area out of reach of children and domestic animals.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Triple rinse container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Offer for recycling, if available.

BATCH CODE

NOTICE TO BUYER

To the extent consistent with applicable law, seller warrants that this product conforms to the chemical description on this label and is reasonably fit for purposes stated on this label only when used in accordance with directions under normal use conditions. This warranty does not extend to use of this product contrary to label directions, or under abnormal use conditions, or under conditions not reasonably foreseeable to seller. Buyer assumes all risk of any such use. Seller makes no other warranties, either expressed or implied.

Finalsan™ is a trademark of W. Neudorff GmbH KG, Germany.

Manufactured for:
W. Neudorff GmbH KG
An der Mühle 3
31860 Emmerthal, Germany



MAINTENANCE DAILY REPORT APRIL 2021

- 1 Plants. Picked up trash and disinfected the bathrooms. Went for the 2nd Covid Vaccine. Bladed alleys and dragged the walking trails and the park. Poisoned moles.
- 2-4 Plants. Disinfect bathrooms RJ.
- 5 Plants. Picked up trash and disinfected the bathrooms. Marked utility locates. Repaired a meter at 108 N 16th. Turned on the water at 1003 Central. Cut the sod out of the infield of the high school ball field in JRP.
- 6 Plants. Pulled the monthly wastewater samples and chlorine and Bacti samples. Replaced the meter setter at 18620 Hwy 145. Marked utility locates. Hauled the sod out of the baseball field. Started laying new sand there.
- 7 Plants. Backfilled and compacted the trench at the town hall EV charging station. Turned on water at 204.5 Riverside. Checked the water line at 18620 Hwy 145. Prepared the concrete at the broken water valve cover at 4th and Central for new concrete. Continued work on the ballfield.
- 8 Plants. Poured concrete at Town hall and the valve at 4th and Central. Worked on the ball fields. Repaired the board at the playground. Removed a tree at JRP for a line of site for Wi-Fi.
- 9-11 Plants. Disinfect bathrooms. Randy called the crew out for a water leak at 4th and Riverside Ave.
- 12 Plants. Replaced the service line and meter at 301 S 4th Picked up trash and cleaned the bathrooms. Checked the meter at 18620 Hwy 145.
- 13 Plants. Checked the meter at 18620 Hwy 145. Installed bollards at the town hall. Worked on baseball fields. Started the water line install at JRP.
- 14 Plants. Pulled the chlorine samples. Worked on the ball fields. Worked on the new water line at JRP.
- 15 Plants. Picked up trash and disinfected the bathrooms. Built a drag to use on the ball fields. Worked on the new water line at JRP. Dragged the baseball fields. Marked utility locates.
- 16-18 Plants. Disinfect bathrooms. Anthony
- 19 Plants. Picked up trash and disinfected the bathrooms. Finished the water line installation at JRP.

- 20 Plants. Marked utility locates. Planted trees at the playground area. Realigned sprinklers at the dugout for little league field. Attended a meeting for Chip seal.
- 21 Plants. Pulled the chlorine samples. Watered the new trees at JRP. Installed a new sprinkler at JRP. Worked on the little league baseball field. Marked utility locate. Worked on the clarifier at the water plant.
- 22 Plants. Picked up trash and disinfected the bathrooms. Hauled gravel to the water plant. Started up the water plant system for the season. Worked on sprinklers in parks.
- 23-25 Plants. Disinfect bathrooms. Wyatt got called out for a water leak at 313 N 4th and a quarter jam at the water dock.
- 26 Plants. Picked up trash and disinfected the bathrooms. Put infield dirt on the softball field. Repaired a broken sprinkler line.
- 27 Plants. Replaced the sample pump at the water plant. Worked on the Roller, drum bearings, and vibrator system.
- 28 Plants. Pulled the chlorine samples. Started the sprinklers at Riverside park. Bult locks for the new trash cans. Finished the backflow report.
- 29 Plants. Picked up trash and disinfected the bathrooms. Marked utility locates. Started the sprinklers at Triangle, Riverside, Flanders and JRP. Installed bear proof trash cans at Flanders and JRP parks.
- 30 Plants. Disinfect bathrooms. RJ.

Town of Dolores
Manager's Update
May 10, 2021

Discussion on resuming in-person meetings

Some local governments have begun meeting in person, and we expect more will proceed if the State of Colorado decides to change the Executive Order requiring face masks in public buildings where the employees or officials come into contact with each other and allow local governments to manage their own decisions.

- Mancos and Cortez-hybrid form of meetings. This is the combination of in person and virtual meetings. In Cortez city councilors wear masks and keep 6' distancing. The public is required to wear masks. Cortez maintains a ZOOM virtual meeting with the in-person meetings.
- Durango, La Plata County, and Ignacio remain virtual only.
- Dolores P&Z would like to resume in person meetings, and we could make these virtual as well.

My recommendation is to wait until Governor Polis changes the mandate to wear masks in public places before deciding to begin meeting in person. The town has consistently adhered to the State Executive and Public Health Orders

We do have a Strategic Plan session set up for May 22, and we envisioned that as being in person. How does the board feel about meeting in person? In attendance would be the mayor and six trustees, myself, and Patrick Rondinelli from DOLA. I think we can safely distance with this limited number of attendees. We will not be meeting members of the public so we may, if we choose to not wear masks.

Or

I have reserved the Community Center for the 22nd. If that provides for greater comfort, we can hold it there.

Planning Commission

The terms for Linda Robinson and Deanna Truelsen are both expiring in April and May, respectively. I am recommending that the trustees and mayor reappoint Linda Robinson and Deanna Truelsen to a 3-year and 1-year term, respectively. This is an Action Item later in the agenda.

Other Items

- May 15 Chamber Banquet
- New phone systems
- Update on Town Website
- Salter Y tour April 25-attached memo from Trustee Stark.
- Strategic Planning update-set for Saturday May 22
- May 17 is scheduled for town clean-up
- 2020 audit has begun-this is required to make the Ampstun software upgrade possible. The software upgrade is still scheduled to begin in June.
- WIFI at JRP



Tammy Neely <tammy@townofdolores.com>

Fwd: Memo to Trustees on Chicken Creek tour

1 message

Kenneth Charles <manager@townofdolores.com>
To: tammy <tammy@townofdolores.com>

Mon, May 3, 2021 at 10:31 AM

Tammy-this goes in the packet in my report information.
Ken Charles
Dolores Interim Town Manager
970-882-7720-O
970-759-0016-C

----- Forwarded message -----

From: **Jennifer Stark** <jennifer@townofdolores.com>
Date: Tue, Apr 27, 2021 at 4:13 PM
Subject: Memo to Trustees on Chicken Creek tour
To: Kenneth Charles <manager@townofdolores.com>

Trustees:

Here is what I gathered from the tour on April 25th, I hope you find them helpful.

Conditions:

The current need for mitigation on the Salter Y area is really due to the public. Public's fear of fire and public pressure on political spheres and government policy generated a long term management fire suppression strategy in Forest Management. This management position over time produced several unfavorable conditions in many forest areas that are now leading to unhealthy forest elements. Some of these elements include two major components:

Tree Age and Distancing:

Small cohort aging: Trees that are all of the same year

Clustering: trees are too close together

As an example these two conditions an unhealthy forest state occurs because:

- Trees that are only of one or two age eras decrease the development of seedling (mother) trees and existence of large standing trees. Large standing trees can withstand regular fire activity, serve as critical wildlife habitat and produce the cones necessary for revegetation.
- Trees that are closely clustered: Closely clustered trees dampen the ability of sunlight to hit the forest floor. This then increases the needle load that is present on forest floors choking out other native vegetation. Excessively clustered trees also reduce the sun areas that promote grass meadow growth. Grass meadow growth aids in providing low level fire fuels and also critical food for wildlife habitat.
- Trees that are also closely clustered and same aged are more likely to retain and spread disease like mistletoe and beetle kill. These parasites can then travel and victimize trees of the same age and same size causing large kill areas increasing forest fuels for fire and decreasing overall forest health.

Reasons to Cut:

So the tour provided lots of reasons for why a remediation of this nature would need to occur.

- Prevalence of same age and tightly clustered trees are subjected to parasitic infection. Infection can then spread quickly. This also can affect tree diameter, crown development and resistance to fire, drought and other forms of disease.
- Preservation of regeneration areas: Seed trees (mother trees and typically the larger diameter trees) need to have open regeneration areas for young/ new tree growth.
- Protection of Wildland Urban Interface (WUI) areas. Distance between trees encourages more frequent, lower intensity fire that aids in protecting urban interface areas and reducing fuels on the ground. More frequent but lower intensity fires are more easily managed through controlled burns and reduce risk of out of control fire danger that can impact human structures and communities.

Optimal conditions/ Desired Conditions: A remediation project of this nature seeks to achieve optimal conditions for forest health. Here are some examples of what the Salter Y hopes to achieve:

- Stock Stands:** how many trees are located in a "base" density (which is the number of trees located in a square foot per acre). Optimal conditions seek 60-80 per base.

**Approximately 2 years after remediation, if regeneration naturally is unsuccessful FS management will seek to reseed the area manually to achieve this result in scant areas.

- b. *Mixed Age/ Diverse Age Cohorts* Remediation work occurs to aid in maintaining diversification in tree age to help in resilience against parasites, fire, and drought and hold stock stand diversity.
- c. Remediation occurs to increase native grassland growth by creating greater exposure to sunlight.
- d. Remediation is conducted to increase opportunities for improvement of wildlife habitat, including diversification of native vegetation, open and dense areas and even looking at maintaining necessary wildlife habitat like large snags.
- e. Work in a densely clustered tree area seeks to aid in maintaining a mix of what they called groups, clumps and individuals in tree locations.
- f. Retaining all what are termed "mother seed trees" 20 inches in diameter or larger for future regeneration.

Other items

-Level 1 roads are roads that are closed to the public that would be opened and improved for industry removal then be closed after that areas' work is completed. Level 1 roads will be opened in the Salter Y area, improved for industry access then closed and put back into "storage" once that project area is complete.

-There seems to be a good working understanding of hunting area and recreational area access concerns. It will be critical for the town and chamber to play a role in working with the Dolores District office to maintain accurate and up to date information about open hunting units, recreational trail access and road access. This will reduce the perception of total lack of access or a smaller amount of access to user locations in the Salter Y project area.

The Value of Industry "In Place"

There is a considerable amount of interest by the Dolores District office in getting the Salter Y started because industry is currently in place. What this means is that there is a ready resource for removing the trees that are cut from the project as the project progresses. These are typically done through contracts between the FS and a qualified industrial service provider. Currently two are within close proximity of this project. Ironwood which some of the senior trustee members had a chance to meet, and Montrose Forest products. In addition to these larger entities, local residential and smaller operations are also able to bid for sections of the project. Having industry in place has some benefits. These include the ability for the project to move along at a faster pace and the reduction of the development of what are called landing zones or the need to do what is called "decking". When industry is not in place the FS is forced to clear out or use cleared out Forest areas to "deck" the logs until they can be removed. We have all seen decking areas- these are where piles of logs are seemingly stacked haphazardly in the Forest along our favorite trails and roads. These are unsightly and can impact the experience the user is seeking to have. Having industry ready and available to remove these as work is being done aids in expediting a return to normal conditions for the ecosystem, wildlife and the FS user.

Keep in mind this also requires that the FS work with industry to make a bid attainable. This means if the conditions in which the industry can operate are too restrictive or have too many barriers such as distance, road conditions, hours of operation, it can make the bid financially undesirable or unattainable and industry will not participate.

The Town Position:

Before the conclusion of the tour town representatives re-articulated our concern over impacts to recreational and hunting access and use both because of the economic sensitivities around it but also because it is one of the primary valued components of living in this area. In addition the town encouraged FS to go back and re-analyze routes for industrial access. During a joint County Commissioner/ Trustee meeting FS indicated that almost 75% of the total industrial traffic for this project would have to use FS 526/ CR 31 turning into 11th street in town. Town representatives encouraged FS to re-analyze and look at ways the project timing and routes could reduce the project use of this route through town to under 50% of the overall truck traffic needs. In addition town representatives recommended the FS begin to prepare industry for the hours of operation restrictions the Town will implement for 11th street. FS was also asked to stipulate those hours in any industry contract. Town representatives also articulated that constituent public safety was our primary concern and currently, Trustees were prepared to regulate hours of use on 11th street to meet the goal of constituent safety first over all other concerns. town representatives concluded by re-enforcing that any reconsideration on modification of those guidelines were not currently under consideration. .

Analysis:

Overall the project seems to be of value. The demonstrations seen at Chicken Creek did elicit desired conditions. FS staff are currently re-analyzing ways to maintain recreational and other user routes for Salter Y and taking it seemingly very seriously. Evidence of increased wildlife was visible in the Chicken Creek remediated areas, and areas that were only 5 years past remediation looked nice and displayed regeneration signs, which was neat to see once specialist showed us what to look for.

Currently it seems very important to stay firm on regulating truck traffic and to maintain good relations with FS to assist in information coordination and dissemination. The potential project result of:

- a. Reducing fuels thus reducing the potential for hot, large and damaging WUI fires
- b. Increasing the opportunity for tree diversification and regeneration
- c. Increasing in the development of open areas to allow more vegetation like native grasses and plants to thrive
- d. Improving wildlife habitat though food sources and water availability and
- e. The opportunity for FS to utilize industry in place to expedite the project completion areas and timeframes makes the overall project seem like a long term benefit for what is relatively a short impact time frame.

Finally, understanding that it was historic public pressure that caused these current undesirable forest health conditions through fire suppression mindsets and policies seems to add validity to an effort to correct the conditions that could now have large impacts due to continuing drought and fire danger that are realities the Town of Dolores is facing.

5/3/2021

Town of Dolores Mail - Fwd: Memo to Trustees on Chicken Creek tour

Respectfully submitted
Jen Stark

TOWN OF DOLORES, COLORADO

ORDINANCE NO 553 Series 2021

AN ORDINANCE ENACTING THE FIRST AMENDMENT TO ORDINANCE NUMBER 2020-546 FOR THE REGULATION AND TAXATION OF MARIJUANA ESTABLISHMENTS IN THE TOWN OF DOLORES ALLOWING AND ESTABLISHING ZONING FOR LIGHT MANUFACTURING OF INFUSED MARIJUANA PRODUCTS

WHEREAS the Town of Dolores adopted Ordinance Number 546 Series 2020 for the allowance of and regulation and taxation of marijuana establishments in the Town of Dolores as well as amending the Dolores Land Use Code to permit such establishments: and

WHEREAS the Colorado Marijuana Code under Title 44 of the Colorado Revised Statutes permits the Town to enact and amend ordinances regulating marijuana establishments.

WHEREAS the Board of Trustees has the authority to amend its Land Use Code from time to time to promote the purposes of the Code and address changing circumstances.

WHEREAS, the Board of Trustees has further determined that it is in the best interests of the health, safety, and welfare of the inhabitants of the Town to exercise its express statutory authority to establish reasonable regulations governing marijuana businesses by amending Ordinance 546 Series 2020.

WHEREAS when the original Dolores Marijuana Code was adopted it was assumed that all manufacture of infused marijuana products involved dangerous processes best suited to industrial zones. The marijuana industry has changed such that such manufacturing may, under limited special circumstances, be appropriate in other zones.

WHEREAS the Board of Trustees wishes to amend the Dolores Marijuana Code to define and zone for the light manufacturing of infused marijuana products that do not involved highly flammable, explosive or hazardous processes.

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

SECTION 1. The Dolores Marijuana Code adopted by Ordinance 546 Series 2020 is amended to add the following definition as Section 1.2(3) and Section 2.2(1)(ee):

As used herein the term "Light Infused Product Manufacturing" shall mean the manufacturing of marijuana products in a manner that does not involve the use of butane, compressed carbon dioxide gas, or other flammable, explosive, or hazardous materials. By way of example, "Light Infused Product Manufacturing" would include the preparation of edible products in a commercial kitchen made from a THC Distillate that is manufactured elsewhere or which is extracted using a non-hazardous cold-water process.

SECTION 2. A new Subsection 3 is added to Section 5.2 of Article V of the Dolores Marijuana Code as follows:

Light Infused Product Manufacturing is permitted as a conditional use in Zones CB-1 and CB-2 provided that the applicant (a) meets the requirements of the Dolores Marijuana Code, (b) the codes adopted under Title 15 of the Dolores Municipal Code, (c) the applicable provisions of the Dolores Land Use Code, (d) demonstrates in a detailed written plan that will become a condition of the applicant's permit that

the proposed manufacturing process does not involve the use of butane, compressed CO2 gas or any other flammable, explosive, dangerous or hazardous materials, and (e) demonstrates it will not endanger the public or surrounding properties in its manufacturing process.

SECTION 3. The Permitted Use Table under Appendix A to the Dolores Marijuana Code is amended as follows:

**Table 4.1:
Permitted Primary
Uses**

| | LLR | new | R1 | new | MR F | new | MH | CB 1+ 2 | CH | LI | new | P | R10 | R35 | | |
|---|--|----------|---------|---------|---------|--------|---------|----------------|----------------|----------------|-----|----|-----|---------|---------|---------------|
| | LL R1 | LL R2 | N R1 | N R2 | N R3 | M U | M HP | M U | H U | IN D | | P1 | P2 | R 10 | R 35 | Add. Rqmts |
| Key: /P/ Permitted Use /PL/ Permitted with Use Limitations /C/ Conditional Use /-/ Not Permitted | | | | | | | | | | | | | | | | |
| Commercial | | | | | | | | | | | | | | | | |
| Retail Sales | | | | | | | | | | | | | | | | |
| General with drive-thru | -- | -- | -- | -- | -- | -- | -- | -- | P | -- | -- | -- | -- | -- | -- | 4.5.B |
| without drive-thru | -- | -- | -- | -- | -- | -- | -- | C | P | -- | -- | -- | -- | -- | -- | 4.5.B |
| Marijuana [1] | | | | | | | | | | | | | | | | |
| Cultivation Operations | -- | -- | -- | -- | -- | -- | -- | P/ C [2] | P/ C [2] | -- | -- | -- | -- | -- | -- | DMC |
| Recreational Marijuana Business | -- | -- | -- | -- | -- | -- | -- | P/ C [2] | P/ C [2] | -- | -- | -- | -- | -- | -- | DMC |
| Testing | -- | -- | -- | -- | -- | -- | -- | P/ C [2] | P/ C [2] | P/ C [2] | -- | -- | -- | -- | -- | DMC |
| Infused Product Manufacturing | -- | -- | -- | -- | -- | -- | -- | -- | -- | P/ C [2] | -- | -- | -- | -- | -- | DMC |
| Light Infused Product Manufacturing | -- | -- | -- | -- | -- | -- | -- | C | -- | P/ C [2] | -- | -- | -- | -- | -- | DMC |
| Notes | [1] The uses in this section are defined in Dolores Ord. xxx, Marijuana Code (DMC). [2] Conditional use approval required when the subject property is located adjacent to residential districts or uses. | | | | | | | | | | | | | | | |

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 _____, 2021 or thirty (30) days after final publication whichever is later.

SECTION 6. All provisions of the Dolores Marijuana Code adopted by Ordinance 2020-546 shall remain in full force and effect except as expressly modified herein.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the _____ day of _____, 2021, 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 _____, 2021.

DOLORES BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

Passed adopted and approved on the second and final reading this _____ day of _____, 2021.

DOLORES BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

TOWN OF DOLORES

RESOLUTION NO. 2021-446

A RESOLUTION AUTHORIZING EXECUTION OF EASEMENTS FOR DOLORES COMMUNITY TRAIL

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado;

WHEREAS the Board of Trustees is authorized pursuant to Colorado law to enter into agreements in order to acquire interests in land necessary, or suitable for public interests.

WHEREAS the Town of Dolores has entered into an agreement with the Southwest Colorado Cycling Association (SWCCA) for the construction of the Dolores Community trail on land owned by the Town of Dolores.

WHEREAS the SWCCA has proposed extending this trail from town property more or less adjacent to Montezuma County Road 31 to connect to the Boggy Draw trail system on United States Forest Service lands. A portion of this trail will cross three parcels of private property. These property owners have or have agreed to execute permanent easements for the construction, use and maintenance of this trail.

WHEREAS the SWCCA and these private land owners propose that the Town of Dolores hold the easements for the Dolores Community Trail across these parcels of private land.

WHEREAS holding these easements will benefit the citizens of the Town of Dolores with expanded recreational opportunities, will promote economic activity benefiting businesses in the Town of Dolores, and will promote public safety by directing bicycle and pedestrian traffic off of Montezuma County Road 31 and 10th Street.

WHEREAS the Trustees find it necessary and suitable and in the best interest of the Town in the health, safety and welfare of the residents of the Town of Dolores that the Town acquire the easements as set forth in this resolution.

WHEREAS the proposed easements are attached herein and incorporated herein by reference as Exhibits A, B and C.

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

1. The Board of Trustees, pursuant to Colorado law, hereby authorizes and accepts the acquisition of the easements across private land for the construction, use and maintenance of the Dolores Community Trail on the terms and conditions described in Exhibits A, B and C attached hereto.
2. The Board of Trustees appropriate and/or allocates the funds necessary for the signage of this trail easement and inclusion in the Towns insurance.
3. The Board of Trustees authorizes the Town to enter into a maintenance agreement with the SWCCA for the upkeep and maintenance of these this trail.
4. The Board of Trustees authorizes the Town Manager and Town Attorney to execute the easement agreements in the form set forth on Exhibits A, B and C attached hereto.

5. If any section, clause, phrase, word other provisions of this resolution shall for any reason be held invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases words or other provisions and the validity of this resolution shall stand notwithstanding.

Introduced, read and passed as a resolution at the regular meeting of the Board of Trustees of the Town of Dolores held on May 10, 2021, at which a quorum was present. ADOPTED by the Board of Trustees of the Town of Dolores, Colorado, this 10th Day of May, 2021.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor

Attest: _____, Town Clerk

EASEMENT AGREEMENT FOR TOWN TRAIL

THIS EASEMENT AGREEMENT WITH TERMS AND CONDITIONS (“Easement”) is made and entered into this _____ day of _____, 2021 (the “Effective Date”), by and between **TIMMY LEE GEAR and GENA MICHELLE GEAR** (“Grantor”), and **the Town of Dolores, a Colorado statutory town**, (“Grantee”), whose address for purposes of this Easement is 420 Central Avenue, PO Box 630, Dolores, CO 81323.

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Montezuma County, Colorado, which is legally described as Granath Mesa Meadows Subdivision, Tract 2, according to the plat thereof of record, County of Montezuma, State of Colorado (the “Property”).
2. Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive Trail Easement (the “Easement”) on, over, under and across the Property to be constructed in the area generally described on **Exhibit A** attached to and made a part of this Deed (the “Easement Area”), subject to the conditions and restrictions set forth below.
3. Purpose and Uses of Easement. Grantee may use the Easement to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, a public single-track trail with a dirt surface and associated signage (the “Improvements”), and for access to the Improvements, including public access, on, over, under and across the Easement Area. The Improvements will be owned and maintained by Grantee. Permitted uses of the trail shall be limited to pedestrian and bicycling. No motor vehicles or horses shall be allowed the trail, except during initial construction, repair and for emergency purposes by law enforcement and first responders.
4. Additional Rights of Grantee. Grantor further grants to the Grantee:
 - (a) the right of ingress to and egress from the Easement Area over and across the Property by means of any roads thereon between the easement and Montezuma County Road 31;
 - (b) the right from time to time to repair, improve, reconstruct, relocate and replace the Improvements constructed hereunder in the original location, generally consistent with the intended purposes of the Easement;
 - (c) the right to mark the location of the Easement Area by suitable markers set in the ground; and,
 - (d) the right to install signage, including regulatory and directional and notifying users that the area adjoining the trail is private property.
5. Grantor’s Rights in Easement Area. Grantor reserves the right to use the Easement Area for purposes which will not interfere with Grantee’s full enjoyment of the rights hereby granted.

6. Width and construction of the trail. The parties agree and acknowledge that the Southwest Colorado Cycling Association (SWCCA) will initially construct the trail pursuant to a Memorandum of Understanding between the Grantor and the SWCCA. The Grantor and SWCCA will have the use the of a 12 foot wide aera along the path of the trail during construction and to make major repairs thereafter if necessary. The finished surface of the trail shall not exceed 48 inches in width.

7. Maintenance of the Easement Area.

- (a) Following construction of the trail and installation of the Improvements or any work by Grantee in the Easement Area, Grantee or the SWCCA will make such repairs or take such other action as may be necessary to restore the Easement Area to a condition comparable to its prior condition as of the date of this Deed, including but not limited to the reseeded and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.
- (b) Grantee will maintain the surface of the Easement Area in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (c) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under paragraph 5, above.

8. Representations of Grantor. Grantor states that it is the lawful owner in fee simple of the Property; that it has good and lawful right and authority to grant, sell and convey the Property or any part thereof; and that it warrants the title to the Property. Grantor represents and warrants that the beneficiary of any deed of trust, mortgage, lien or other obligation secured by an interest in the Property has consented to and subordinated its interest in the Property to the Easement.

9. Liability. Each party is responsible for its own negligence and that of its officers, employees, and agents. Grantee hereby waives any claims Grantee may have for personal injury or property damage arising out of Grantee's use of the Easement Area, unless due to the grossly negligent or reckless acts or omissions of Grantor. Nothing herein is intended to act as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. The Town of Dolores agrees to include easement in its liability insurance coverage.

10. Relocation of Easement Area. If Grantor or Grantor's successor in interest wishes to develop the Property in the area of the easement, Grantor reserves the right to relocate the Easement Area and Improvements to a different location on the Property provided the new location is acceptable to Grantee in its reasonable discretion, and does not interfere with Grantee's rights hereunder.

11. Additional Terms and Conditions. Whenever used herein, the singular number includes the plural, the plural the singular; and the use of any gender is applicable to all genders. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns. If any term of this Deed is determined by any

GRANTEE:

Town of Dolores, a Colorado statutory town

Date: _____

By: _____
Kenneth Charles, Town Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Town Attorney

STATE OF Colorado)
) ss
COUNTY OF Montezuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Kenneth Charles as Town Manager and Tammy Neely as Town Clerk of the Town of Dolores.

Witness my hand and official seal.

My Commission expires:

Notary Public

EXHIBIT _____

EASEMENT AGREEMENT FOR TOWN TRAIL

THIS EASEMENT AGREEMENT WITH TERMS AND CONDITIONS (“Easement”) is made and entered into this ____ day of _____, 2021 (the “Effective Date”), by and between **ROBERTA L. HENES** (“Grantor”), and **the Town of Dolores, a Colorado statutory town**, (“Grantee”), whose address for purposes of this Easement is 420 Central Avenue, PO Box 630, Dolores, CO 81323.

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Montezuma County, Colorado, which is legally described as Granath Mesa Meadows Subdivision, Tract 1, according to the plat thereof of record, County of Montezuma, State of Colorado (the “Property”).
2. Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive Trail Easement (the “Easement”) on, over, under and across the Property to be constructed in the area generally described on **Exhibit A** attached to and made a part of this Deed (the “Easement Area”), subject to the conditions and restrictions set forth below.
3. Purpose and Uses of Easement. Grantee may use the Easement to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, a public single-track trail with a dirt surface and associated signage (the “Improvements”), and for access to the Improvements, including public access, on, over, under and across the Easement Area. The Improvements will be owned and maintained by Grantee. Permitted uses of the trail shall be limited to pedestrian and bicycling. No motor vehicles or horses shall be allowed the trail, except during initial construction, repair and for emergency purposes by law enforcement and first responders.
4. Additional Rights of Grantee. Grantor further grants to the Grantee:
 - (a) the right of ingress to and egress from the Easement Area over and across the Property by means of any roads thereon between the easement and Montezuma County Road 31;
 - (b) the right from time to time to repair, improve, reconstruct, relocate and replace the Improvements constructed hereunder in the original location, generally consistent with the intended purposes of the Easement;
 - (c) the right to mark the location of the Easement Area by suitable markers set in the ground; and,
 - (d) the right to install signage, including regulatory and directional and notifying users that the area adjoining the trail is private property.
5. Grantor’s Rights in Easement Area. Grantor reserves the right to use the Easement Area for purposes which will not interfere with Grantee’s full enjoyment of the rights hereby granted.

6. Width and construction of the trail. The parties agree and acknowledge that the Southwest Colorado Cycling Association (SWCCA) will initially construct the trail pursuant to a Memorandum of Understanding between the Grantor and the SWCCA. The Grantor and SWCCA will have the use the of a 12 foot wide aera along the path of the trail during construction and to make major repairs thereafter if necessary. The finished surface of the trail shall not exceed 48 inches in width.

7. Maintenance of the Easement Area.

- (a) Following construction of the trail and installation of the Improvements or any work by Grantee in the Easement Area, Grantee or the SWCCA will make such repairs or take such other action as may be necessary to restore the Easement Area to a condition comparable to its prior condition as of the date of this Deed, including but not limited to the reseeded and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.
- (b) Grantee will maintain the surface of the Easement Area in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (c) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under paragraph 5, above.

8. Representations of Grantor. Grantor states that it is the lawful owner in fee simple of the Property; that it has good and lawful right and authority to grant, sell and convey the Property or any part thereof; and that it warrants the title to the Property. Grantor represents and warrants that the beneficiary of any deed of trust, mortgage, lien or other obligation secured by an interest in the Property has consented to and subordinated its interest in the Property to the Easement.

9. Liability. Each party is responsible for its own negligence and that of its officers, employees, and agents. Grantee hereby waives any claims Grantee may have for personal injury or property damage arising out of Grantee's use of the Easement Area, unless due to the grossly negligent or reckless acts or omissions of Grantor. Nothing herein is intended to act as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. The Town of Dolores agrees to include easement in its liability insurance coverage.

10. Relocation of Easement Area. If Grantor or Grantor's successor in interest wishes to develop the Property in the area of the easement, Grantor reserves the right to relocate the Easement Area and Improvements to a different location on the Property provided the new location is acceptable to Grantee in its reasonable discretion, and does not interfere with Grantee's rights hereunder.

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GRANTEE:

Town of Dolores, a Colorado statutory town

Date: _____

By: _____
Kenneth Charles, Town Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Town Attorney

STATE OF Colorado)
) ss
COUNTY OF Montezuma)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Kenneth Charles as Town Manager and Tammy Neely as Town Clerk of the Town of Dolores.

Witness my hand and official seal.

My Commission expires:

Notary Public

EXHIBIT _____

EASEMENT AGREEMENT FOR TOWN TRAIL

THIS EASEMENT AGREEMENT WITH TERMS AND CONDITIONS (“Easement”) is made and entered into this ____ day of _____, 2021 (the “Effective Date”), by and between SHANE R. PYM and JODI PYM (“Grantor”), and **the Town of Dolores, a Colorado statutory town**, (“Grantee”), whose address for purposes of this Easement is 420 Central Avenue, PO Box 630, Dolores, CO 81323.

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Montezuma County, Colorado, which is legally described as described on Exhibit A, attached hereto, County of Montezuma, State of Colorado (the “Property”).
2. Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive Trail Easement (the “Easement”) on, over, under and across the Property to be constructed in the area generally described on **Exhibit B**, attached to and made a part of this Deed (the “Easement Area”), subject to the conditions and restrictions set forth below.
3. Purpose and Uses of Easement. Grantee may use the Easement to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, a public single-track trail with a dirt surface and associated signage (the “Improvements”), and for access to the Improvements, including public access, on, over, under and across the Easement Area. The Improvements will be owned and maintained by Grantee. Permitted uses of the trail shall be limited to pedestrian and bicycling. No motor vehicles or horses shall be allowed the trail, except during initial construction, repair and for emergency purposes by law enforcement and first responders.
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9. Liability. Each party is responsible for its own negligence and that of its officers, employees, and agents. Grantee hereby waives any claims Grantee may have for personal injury or property damage arising out of Grantee's use of the Easement Area, unless due to the grossly negligent or reckless acts or omissions of Grantor. Nothing herein is intended to act as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. The Town of Dolores agrees to include easement in its liability insurance coverage.

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GRANTEE:

Town of Dolores, a Colorado statutory town

Date: _____

By: _____
Kenneth Charles, Town Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Town Attorney

STATE OF Colorado)
) ss
COUNTY OF Montezuma)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Kenneth Charles as Town Manager and Tammy Neely as Town Clerk of the Town of Dolores.

Witness my hand and official seal.

My Commission expires:

Notary Public

Exhibit "A"

In the County of Montezuma, State of Colorado,

A Tract of Land in the SE¼ of Section 10, Township 37 North, Range 15 West, N.M.P.M., being more particularly described as follows, to-wit: Beginning at a point whence the Center Quarter Corner of said Section 10 bears South 89°55' West 1345.4 feet; Thence running North 89°55' East 778.2 feet;

Thence running South 11°40' East 108.0 feet;

Thence running South 81°08' West 427.0 feet;

Thence running South 70°57' West 210.0 feet;

Thence running South 75°44' West 178.0 feet;

Thence running North 1°26' West 283.0 feet to the point of beginning.

AND

A Tract of Land in the NE¼ of Section 10, Township 37 North, Range 15 West, N.M.P.M., being more particularly described as follows, to-wit: Beginning at a point whence the Center Quarter Corner of said Section 10 bears South 89°55' West 1345.4 feet; Thence running North 1°26' West 100.0 feet; thence North 89°55' East 778.2 feet; Thence South 1°26' East 100.0 feet; Thence South 89°55' West 778.2 feet to the point of beginning.



Tammy Neely <tammy@townofdolores.com>

Letter of interest for Planning and Zoning Commission Re-appointment

1 message

lr@lindarobinsonstudio.com <lr@lindarobinsonstudio.com>

Thu, Apr 22, 2021 at 3:49 PM

To: Kenneth Charles <manager@townofdolores.com>

Cc: Tammy <Tammy@townofdolores.com>, Ann Swope <ann@townofdolores.com>

To Ken Charles, Manager
Town of Dolores, Colorado

This letter is to express my interest in continuing to serve on the Town of Dolores' Planning and Zoning Commission, under another 3 year term.

Dolores has been my home 21 of the 25 past years, and the other 4 of those years I found myself always coming back to visit the great people here and favorite places in and around the town. I have owned a home in town since 2000.

I am a trained and licensed landscape architect, and a full member of the American Society of Landscape Architects. The field has links with elements of other environmental design practices such as architecture and urban rural planning, and links to recreation planning, land management, and horticulture.

My current and previous service to the Town of Dolores includes the following:

- 07.2016 – Present *Chairman*, Planning and Zoning Commission. Planning and Zoning Commission took on a comprehensive review of the Town's Comprehensive Plan and developed a report to guide the Land Use Code revision, currently underway.
- 01.1997 – 12.1999 *Commissioner*, Planning and Zoning Commission
- 01.1998 – 12.1999 *Chairman*, Planning and Zoning Commission. Participated in the development of the Town's Comprehensive Plan, currently under revision
- 04.2002 – 05.2005 *Elected Trustee*, Town of Dolores
- 2004 – 2005 *Chairman*, Parks Commission
- 1995 – 2005 *Founding member*, Greater Dolores Action

GDA was founded as a not-for-profit community development organization, which developed the "Dolores Community Action Plan," secured grants for community projects, and led selected projects. Several of those projects include planning and design for improvements to Flanders Park, The development of fish habitat in the Dolores River between town boundaries, the planning and design for the riverwalk, installation of aspen trees at Triangle Park, facilitating the connection between the Town of Dolores and the University of Colorado in Denver's Design Build Program which developed the pavilion in Joe Rowell Park

I have found it rewarding to apply my interest, experience, and training in urban land use, planning and environmental design on behalf of the Town of Dolores. The process I have experienced of problem solving in collaboration with the other members of the P&Z Commission, staff, the board, and members of the public has been productive and interesting. I appreciate the frequent new challenges, and the myriad of different perspectives to consider.

If appointed to the Planning and Zoning Commission I will continue to seek collaborative solutions for land use and related policy challenges that face the Town of Dolores.

Sincerely,
Linda Robinson

Linda Robinson PLA, ASLA
210 south 5th street
Dolores, CO
lr@lindarobinsonstudio.com
970-739-0537

Colorado Short-Term Rental Survey

| Community | Owner Occupied | Where permitted | Number of STRs Permitted | Parking | Pre-Existing STRs | License Timeframe | Other |
|------------------|---|--|---|--|--|---|---|
| Colorado Springs | Yes, occupied at least 185 days/year | Districts where residential units are permitted | SF district: 1 per property Two-family district: 2 per property Multifamily: 4 per property Condo: Each owner may have 2 within complex | Private drive with overflow to the street | | One year; permit expires upon sale or transfer of property | |
| Durango | No | Non single family residential districts | 500-foot separation requirement Capped in established neighborhood zoned (22 in EN-1 and 17 in EN-2); limited to one per street segment (map on website) | Must be provided on lot with rental | | Non-transferrable, sale or transfer invalidates the permit | |
| Golden | Can be either; city may issue extra permits on street segment for owner-occupied STRs that are only part-time rentals | Residential districts (called STR) | 1 per lot | Must comply, nonconforming parking must be broought into compliance or applicant must get a variance | Pre-existing tourist homes in R3 zone district have 180 days to convert to STR | 2 years | |
| Grand Junction | Yes, occupied at least 10 months/year | Non-residential districts (called tourist home) | | | | Life of short-term rental use with annual re-registration | |
| | No, but license limited to owner | All districts except general commercial and community services | | | | 1 year | |
| | Primary residence unit - owner occupied for at least 9 months/year | No ADUs or RVs/temp structures | | Max 2 vehicles | | | |
| Lyons | Commercial unit short term, in a commercial district where a business is open to the public and maintains an on-site business representative at least 9 months/year | | | | | | |
| Manitou Springs | | | limited to 2% of housing stock; must be separated by 500 feet (map on website) | Off-street parking required | | | |
| Ouray | | R-2 and commercial zones only | | 1 space per bedroom | Allowed to continue if brought into compliance with regulations | 2 years, Non-transferrable, sale or transfer invalidates the permit | Daytime occupancy max: occupancy + 6 people up to 14 people |
| Pellisade | | | Limited to 3% of single family housing units in town | 1 space per bedroom; no on-street | | Annual | ADUs might be permitted as STRs depending payment of tap fee, town service fees, and lot size |
| Ridgway | Not specified | Districts where residential units are permitted | Max no. permits in town: 50; Most districts prohibit STRs in apartments, Historic and general commercial allow max 5 per building | 2 off-street spaces required | | 2 years | |
| Salida | Maybe, STRs in residential districts can only be rented for 185 days/year; listing a room in an occupied home is considered a B&B | | STR in residential districts limited to 3.5% of the properties eligible, may only have 1 per street segment (block); not permitted in apartments (map on website) | | Pre-existing STRs included in 3.5% max | | Permits only issued in the month of June |

TOWN OF DOLORES, COLORADO

ORDINANCE NO. 552 SERIES 2021-DRAFT VERSION 2

AN ORDINANCE AMENDING TITLE 5 OF THE DOLORES MUNICIPAL CODE AND ARTICLES II AND III OF THE DOLORES LAND USE CODE ALLOWING FOR AND REGULATING SHORT-TERM RENTALS

WHEREAS, The Town Trustees desire to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

WHEREAS After public notice and public hearing as required by the Dolores Land Use Code and applicable law and regulations, the Town of Dolores Planning and Zoning Commission recommended approval of proposed changes to the Dolores Land Use Code to allow and regulate Short-Term Rentals.

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

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

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

SECTION 1. A new Section 5.04.010 C. under Article V is added to the Dolores Municipal Code as follows:

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.

SECTION 2. The following definitions are added to Section B of Article II of the Dolores Land Use Code:

Accessory Dwelling Unit: A residential unit that is located on the same lot as a primary residential dwelling unit, either internal to or attached to the primary residential dwelling unit or in a detached structure.

Bed and Breakfast: An owner-occupied, single-family detached dwelling unit that includes guest rooms offered as short-term lodging for compensation to the travelling and vacationing public. Guest rooms or suites may include a private bath but shall not include cooking facilities. Breakfast and other meals, services, facilities, or amenities may be offered exclusively to quests.

Boarding or Rooming House: An owner-occupied, single-family detached dwelling unit in which the owner rents individual rooms and the individual rooms do not have individual cooking/restroom facilities. The unit is designed to serve as the residence of individuals subject to the following:

1. Rooms may be rented on a monthly basis.
2. The rooms are generally furnished by the owner.
3. Communal cooking and restroom facilities are provided.
4. Owner provides some housekeeping and linen services.
5. The relationship between owner and resident is that of a landlord/tenant with references and deposits required of the resident.
- 1-6. Rooms rented for a period of less than 30 days shall be deemed a short-term rental.

Booking Service: Any person or entity that facilitates short-term rental reservations and collects payment for lodging in a short-term rental.

Closely-Held Corporation: Pursuant to Colorado Statutes, an entity with no more than three owners.

Limited Liability Company: Pursuant to Colorado Statutes, a company in which the members and managers are not liable for a debt or obligation of the company.

Long-Term Tenant: A person who occupies land or property rented from a property owner for 30 days or longer.

Party House: A residential dwelling unit, including all accessory structures, that is rented or used for the purpose of hosting a social, business, or commercial event that is open to more people, either as private invitees or members of the public, than the maximum unit rental capacity calculated at 2 adults per bedroom.

~~Commercial space is a structure with an established occupancy for commercial use in a designated commercial zone.~~
Residential Structure or Space: a structure or space within a structure that has an established building code occupancy for residential use, and that is an allowed use within the applicable zone district.

Short-Term Rental (STR): the renting, or offer to make available, (by way of a rental agreement, lease, license, or any other means, whether oral or written) for compensation or consideration, of residential property, a dwelling unit, or a portion thereof, for a period of 30 consecutive days or less to a transient guest.

DRAFTING COMMENT: The Trustees requested that the STR regulations reflect a wider variety of STR options based on both owner-occupancy and whether the rental is full unit, accessory unit, or partial-unit. For permit cap discussion purposes, these categories have been copied to page 6.

Short-Term Rental Categories:

Primary-Category 1: Full-Time Use: A dwelling unit that is not owner-occupied and is primarily used or made available for short-term rentals.

Category 2: Part-Time Use: A dwelling unit that is owner-occupied for more than 180 days per calendar year and that is rented as an entire unit during the time when the owner is not in residence.

Short-Term Rental Category 3: Accessory Dwelling Unit Use: A dwelling unit with an ADU where either the primary home or the ADU are that-is owner-occupied and the other unit is made available for short-term rentals on a periodic basis.

Category 4: Accessory Space Use: A bedroom or other habitable space offered for short-term rental within an owner-occupied dwelling unit.

Category 5: Residential Unit in Mixed-Use or Commercial District: A residential structure or space located in a mixed-use or commercial district where lodging is a permitted use.

Short-Term Rental Guest (Guest): A person who occupies a room in a hotel, motel, or tourist court as well as a bed and breakfast or short-term rental for a period less than 30 days.

Short-Term Rental Unit: A residential dwelling unit, or portion of such a unit, that is rented by a transient guest for compensation or consideration for less than 30 days at a time; does not include dwelling units owned by the federal government, the state, or the Town, or any of their agencies, or facilities licensed by the state as health care facilities.

Street Segment: A portion of a street which is located between two intersections, or between an intersection and the end of a cul-de-sac or dead-end.

SECTION 3. The Permitted Use Table under Article III of the Dolores Land Use Code is amended to include the following uses:

| Permitted Primary Uses | LLR | new | R1 | new | MR F | new | MH | GB 1+ 2 | GH | LI | new | P | R10 | R35 |
|---|-----|-------|-------|------|------|------|-----|---------|-------|-------|------|----|-----|------|
| | | LL R1 | LL R2 | N R1 | N R2 | N R3 | M U | M HP | D M U | H M U | IN D | P1 | P2 | R 10 |
| Key: /P/ Permitted Use /PL/ Permitted with Use Limitations /C/ Conditional Use /-/ Not Permitted | | | | | | | | | | | | | | |
| Commercial | | | | | | | | | | | | | | |
| Short-Term-Rentals | PL | PL | PL | PL | PL | PL | -- | PL | PL | PL | -- | -- | PL | PL |

DRAFTING COMMENT: This table has been replaced with an updated table on the next page.

DRAFTING COMMENT: The Trustees requested more information about: (1) updated use definitions, which have been provided in Section 2; (2) organization of the updated use categories, shown below in the Residential Uses by Zone District table; and (3) why structures are considered primary commercial, next paragraph.

Structures are generally divided into residential or nonresidential by both the building code and zoning code based on: (1) their intended use, (2) interior dimensions, (3) location, and (4) structural design. Residential structures are built to different building code standards than nonresidential (commercial or industrial) structures and are typically located in different places in the community. Structures that are primarily commercial are located in commercial areas (such as downtown or along a highway) that are accessible by car and on foot, centrally located, close to other similar uses, and where short-term parking is available. Structures that are primarily residential are located in neighborhoods and sometimes in non-shopfront locations in commercial areas, such as above the first floor or on the backside of the main floor.

| Residential Uses by Zone District (New LUC) | LLR | new | R1 | new | MR F | new | MH | CB1 + 2 | CH | LI | new | P | R10 | R35 |
|---|---|-------|------|------|------|-------|------|---------|-------|------|-----|----|------|------|
| | LL R1 | LL R2 | NR 1 | NR 2 | NR 3 | N M U | M HP | D M U | H M U | IN D | P1 | P2 | R1 0 | R3 5 |
| Key: /P/ Permitted Use /PL/ Permitted with Use Limitations /C/ Conditional Use /-/ Not Permitted | | | | | | | | | | | | | | |
| RESIDENTIAL USES | | | | | | | | | | | | | | |
| Dwelling Type | | | | | | | | | | | | | | |
| Single family detached | P | P | P | P | P | P | P | C | -- | | | | P | P |
| Duplex | -- | C | P | P | P | P | P | PL | -- | | | | | |
| Townhome | -- | -- | C | P | P | P | -- | C | P | | | | | |
| Triplex/Quadruples | -- | -- | C | P | P | P | -- | PL | C | | | | | |
| 5-8 Unit Apartment | -- | -- | -- | -- | P | P | -- | C | C | | | | | |
| 9+ Unit Apartment | -- | -- | -- | -- | P | P | -- | -- | C | | | | | |
| LODGING USES | | | | | | | | | | | | | | |
| Bed and Breakfast Inn | P | P | P | P | P | -- | -- | C | -- | -- | -- | -- | -- | -- |
| Boarding or Rooming House | C | C | C | C | C | -- | -- | -- | -- | -- | -- | -- | -- | -- |
| Hotel/Motel | -- | -- | -- | -- | -- | -- | -- | P | P | -- | -- | -- | -- | -- |
| RV Park | C | -- | -- | -- | -- | -- | -- | -- | C | C | C | C | -- | -- |
| Note: | [1] To preserve the existing stock of nonresidential structures and spaces, conversion of existing nonresidential structures or spaces to residential structures or uses in mixed-use or nonresidential zone districts is prohibited. | | | | | | | | | | | | | |

SECTION 4. A new Section 0 is added under Article III of the Dolores Land Use Code as follows:

O. REGULATION OF SHORT-TERM RENTALS

a. Purpose

This section of the Dolores Land Use Code shall be known as the “Short-Term Rental Regulations”. The purpose of the Town of Dolores Short-Term Rental Regulations is to:

i. Maintain the character of residential neighborhoods in Dolores.

DRAFTING COMMENT: This section was discussed on 04.26.21 and the Trustees voted to retain this language.

ii. Preserve long-term rental residential properties for the residents of Dolores and surrounding local communities.

iii. Facilitate the permitting of short-term rental units subject to appropriate restrictions and standards.

iv. Allow for varied accommodations and experiences for visitors.

v. Establish a licensing and permitting system to ensure that all taxes including sales and lodging taxes, fees, and fines related to short-term rentals are both assessed and current.

vi. Map the location of short-term rental properties within the community with the purpose of measuring their concentration and impact in order to reevaluate the effectiveness of these regulations on a regular basis.

vii. Protect the health, safety and welfare of guests and occupants of Short-Term Rentals and the residents of the Town of Dolores.

[Proposed new section] Intent

The Dolores Board of Trustees intends for these Short-Term Rental Regulations to be supportive of both neighborhood conservation and local businesses in the Town. The Board may adjust the total number of permits issued annually as necessary to meet the purposes of these regulations.

DRAFTING COMMENT: The Trustees explored the role of flexibility in the STR permit cap. This provision is intended to convey this concept.

b. Applicability

i. It shall be unlawful for any person to operate any short-term rental unit without a valid short-term rental permit, as approved pursuant to the provisions of this Short-Term Rental Regulations and other applicable provision of the Dolores Land Use Code.

ii. The short-term rental permit shall be issued to the specific owner of the property and does not run with the property. The permit shall not be transferred or assigned to another individual, person, entity, or address but may be managed by a third party on behalf of the owner.

iii. A short-term rental permit shall only be issued to:

(1) A natural person whose name appears on the deed of the property.

(2) A trust, if the beneficiary of the trust is a natural person; or

(3) A not-for-profit corporation licensed pursuant to Section 501(c) of the Internal Revenue Code.

(4) *Limited Liability Company or a closely held corporation with [fivethree](#) or fewer members or shareholders who are natural persons.*

DRAFTING COMMENT: Definitions for LLC and Closely-Held Corporation have been added to Section 2 per Trustee request.

iv. *Nothing in this section shall limit the ability of a property owner; property covenants, conditions, and restrictions (CC&Rs); homeowners' association or similar association from prohibiting or further limiting the short-term rental of property where the authority to do so exists.*

v. *Nothing in this section shall prohibit the operation of a hotel, motel, or bed and breakfast inn where such use is permitted.*

c. *Where Permitted*

i. *Short-Term Rentals are permitted in all zones except the MH – Mobile Home and P – Public zones where all Short-Term Rentals are expressly prohibited.*

ii. *Located in a Habitable Structure*

Short-term rentals shall be located in a habitable structure that complies with the Dolores LUC and applicable Town building and life safety codes adopted under Title 15 of The Dolores Municipal Code as may be amended from time to time and shall not be located in:

(1) *Non-residential areas within buildings or accessory structures (e.g., shed, garage),*

(2) *Commercial (office/retail) or industrial (warehouse) spaces, or*

(3) *Outdoors in a temporary structure (e.g., tent, yurt, treehouse, or other similar structure) or in a recreational vehicle, mobile home, travel trailer, commercial or passenger vehicle or trailer, or any portable storage unit.*

iii. *Maximum Number of Permits*

(1) *A maximum of 20 short-term rental permits will be issued in Dolores for any one-year period. In any year where the maximum number of permits has been issued, whether new or renewal, no additional permits will be issued.*

DRAFTING COMMENT: The Trustees requested the following additional information: (1) How do comparable Colorado communities address the total number of STRs permitted in the community, and (2) How can Dolores balance allowing STRs while maintaining the residential character of the neighborhood in different areas of the community? Information about Issue 1 is provided at the end of this draft.

Community character is typically measured in three categories: urban form, natural features, and demographics.

Urban form is the relationship among the man-made features: streets, blocks, buildings, and lots. We use are typically referring to urban form when we make a distinction between downtown and a residential neighborhood.

Natural features includes the terrain, vegetation, wildlife, and water bodies in a community, which can help distinguish between places we work and places we play.

Demographics, as a very simple measurement, help us think about places that people of different ages are at different times during the day and night. This could include places such as school, home, work, or entertainment.

These three categories work together to help define the character and components of a neighborhood. For example, a commercial neighborhood, such as downtown, can have streets and sidewalks, small lots and taller buildings, a large daytime population, and the natural features might be located in a park. A rural neighborhood, could have larger lots and smaller structure, multiple natural features running through lots, and a larger afternoon or evening population.

In considering the proposed total number of STR permits, the Board may find it helpful to consider whether the unit will be located in a residential neighborhood and whether it will be typically renter-occupied or typically owner-occupied in relationship to surrounding uses, and then think about what the potential impacts of contrasting uses and expectations might be.

| STR Permit Category | Description | Potential Available Stock | Cap? |
|---------------------|--|---|------|
| 1 | Full-Time STR Use <i>Potential Impact: Short-term renters in established neighborhoods, no owner.</i> | 319 Single Family dwellings | |
| 2 | Part-Time STR Use [1] <i>Potential Impact: Short-term renters in established neighborhoods, owner gone.</i> | 8 duplexes <u>total 327</u> | |
| 3 | ADU STR Use <i>Potential Impact: Short-term renters in established neighborhoods, owner home.</i> | 26 units | |
| 4 | Accessory Space STR Use <i>Potential Impact: Short-term renters in established neighborhoods, owner home</i> | | |
| 5 | Residential Unit in Mixed-Use or Commercial District <i>Potential Impact: Short-term renters in mixed-use neighborhoods, no owner.</i> | 42 units (included in the total potential stock) | |
| Notes: | [1] Staff comment: most STR inquiries to the Town would fall in this category | | |

(2) *No more than one permit shall be issued per structure.*

(3) *A short-term rental permit may not be issued for a permanently affordable dwelling unit.*

(4) *Short-Term Rentals in existence at the time of adoption of this Short-Term Rental Regulation shall be subject to all of the requirements of this Regulation, the Dolores Land Use Code, and the*

applicable provisions of Title 15 of the Dolores Municipal Code. The owners of existing Short-Term Rentals shall apply for and obtain a Short-Term Rental Permit not later than 60 days after the effective date of the ordinance adopting this Short-Term Rental Regulation or shall be deemed to be in violation hereof.

d. Generally Applicable Requirements

i. Use

(1) Short-term rentals shall be used for lodging purposes only.

(2) A short-term rental may not include simultaneous rental to more than one party under separate contracts.

(3) Use of the short-term rental unit as a party house for any commercial or large social events or gatherings, such as weddings, is prohibited. These uses may be permitted through the Town's temporary use permit or special event process.

(4) Overnight guest occupancy for Short-Term vacation rentals shall not exceed the maximum number of allowable overnight guests permitted by the applicable building codes adopted by the Town of Dolores under Title 15 of the Dolores Municipal Code as determined by the Building Official and stated in the permit.

(5) During the daytime, maximum number of total guests and visitors allowed at any time in a short-term vacation rental shall not exceed the maximum overnight occupancy plus six (6) additional persons per property, or fourteen (14) persons, whichever is less.

ii. Noise

(1) Quiet hours shall be from 10:00 p.m. to 7:00 a.m. and no outside assembly of more than the maximum overnight occupancy shall be permitted during this period.

(2) Outdoor amplified sound (microphone or speaker system) shall not be allowed at any time. This provision does not apply to casual music from personal music devices or similar situations that are typical of residential surroundings.

(3) Pets if allowed by owner shall be secured on the property at all times. Continual nuisance barking by unattended pets is prohibited.

iii. Outdoor Fire Areas

Outdoor fire areas, when not prohibited by state or local fire codes, may be allowed but shall be limited to three feet in diameter, shall be located on a non-combustible surface, shall be covered by a fire screen, and shall be extinguished as soon as it is unattended or by 10:00 p.m. whichever is earlier.

iv. Taxes and Insurance

(1) The owner shall obtain a business license from the Town of Dolores.

(2) The owner shall be responsible for payment of all applicable sales and lodging taxes.

v. Advertising

All short-term rental advertising shall include the Dolores Short-Term Rental Permit (Permit) number and the maximum unrelated occupancy permitted in the unit pursuant to the currently adopted International Building Code or International Residential Code, as applicable.

vi. *Health, Safety, and Code Compliance*

- (1) Short-Term rental units must remain compliant with all zoning, parking, building, fire, noise, and other applicable Town codes.
- (2) The short-term rental unit shall be equipped with operational smoke detectors, carbon monoxide detectors, 2A:10B:C fire extinguisher, and other life safety equipment as may be required by the Town.
- (3) Parking in private driveways shall be utilized first with overflow parking on the street where permitted. Parking on-site in non-driveway areas (e.g., setbacks or yards) shall be prohibited. Where on-site parking is not available, the property owner shall instruct the renter where to find the closest legal parking, which may include on-street parking.
- (4) Short-Term Rental permit holders will encourage guest parking limited to the frontage of the permitted STR and shall otherwise comply with the parking requirements of the zone in which the Short-Term Rental is located.
- (5) The owner shall maintain weekly trash collection services. Garbage/refuse containers shall not be left out at the collection point 24 hours after collection and property shall be free of trash and debris.

vii. *Contact Information and Renter Notifications*

- (1) Local contact and guest information: Each vacation rental shall have a designated local contact person(s). The local contact may be a property management/real estate company, rental agent or other person engaged or employed by the owner to rent, manage or supervise the vacation rental. A property owner may designate themselves as the local contact person if the owner meets the criteria of this section. The local contact must reside within a ~~twenty~~thirty-minute (230) drive of the rental property and be available twenty-four (24) hours a day 365 days a year during tenancies for timely response to guest and neighborhood questions and concerns. An alternate local contact shall be designated, available and meet the criteria of this section when the primary is not available. All local contacts shall list their name, address and telephone/cell number and it shall be provided to the Town of Dolores on the application for a short-term rental which shall be made available to the Town Marshal. Any change to the contact(s) name, address or telephone/cell number shall be submitted to the Town within twenty-four (24) hours.

DRAFTING COMMENT: The Trustees agreed to a change from 20 to 30 minutes on 04.26.21.

- (2) Each rental unit shall also display the following information in a prominent interior and easy to access location:
 - (a) The short-term rental permit number.
 - (b) A copy of the Dolores Short-Term Rental Regulations.
 - (c) Site-specific instructions about parking locations and trash pick-up.
- e. Short-Term Rental Permit

i. Application Contents

In addition to any other information prescribed by the Zoning Administrator, an application for a short-term rental permit shall include the following information:

- (1) Contact information for the owner of the property.*
- (2) Local contact and guest information: Each vacation rental shall have a designated local contact person(s). The local contact may be a property management/real estate company, rental agent or other person engaged or employed by the owner to rent, manage or supervise the vacation rental. A property owner may designate themselves as the local contact person if the owner meets the criteria of this section. The local contact must reside within a twentythirty-minute (230) drive of the rental property and be available twenty-four (24) hours a day 365 days a year during tenancies for timely response to guest and neighborhood questions and concerns. An alternate local contact shall be designated, available and meet the criteria of this section when the primary is not available. All local contacts shall list their name, address and telephone/cell number and it shall be posted in a prominent location within the vacation rental and the contact information shall also be provided to the Town of Dolores on the application for a short-term rental. Any change to the contact(s) name, address or telephone/cell number shall be submitted to the Town within twenty-four (24) hours.*
- (3) Attestation and agreement to comply with the requirements of this section.*
- (4) Identification of all dwelling units that will be rented on a short-term basis.*
- (5) A zoning development permit with confirmation of a passed building, fire, and life safety inspection.*
- (6) The URL (i.e., the website address) and names of any booking services for any and all advertisements of the short-term rental of the property.*
- (7) Attestation that short-term rental of the property is not prohibited by Covenants, Conditions and Restrictions (CC&Rs), or rules or restrictions of a homeowners' association or similar association, and that applicant has notified such association that the property owner is applying for a short-term rental permit. Proof of notification must be retained for the duration that the applicant maintains a short-term rental permit for the property.*
- (8) If seeking a short-term rental permit in a multifamily structure, contact information, including a phone number, for all tenants. Copies of the leases for all tenants, and proof of ownership of entire building must be provided within 10 days of a request for such information.*
- (9) Payment of a permit fee the amount of which shall be established from time to time by the Board of Trustees of the Town of Dolores by resolution.*

ii. Review

The Zoning Administrator shall review an application for a short-term rental permit for compliance with these regulations. The Zoning Administrator shall not approve an application for a short-term rental permit (or renewal of such permit), or may revoke such permit, if any of the following findings are made:¹

- (1) The applicant has not paid all applicable sales and lodging taxes due for the short-term rental or property on which it is located.*
- (2) The property has any outstanding code enforcement violations.*
- (3) The property does not comply with all applicable codes regarding fire, building and safety, and other relevant laws and ordinances.*
- (4) The applicant has knowingly made any false, misleading, or fraudulent statement of material fact in the application, or in any report or statement required to be filed that is related to the application.*
- (5) The property that is the subject of the application is not in a condition where it may be immediately rented on a short-term basis consistent with the requirements of these regulations.*
- (6) The property has received more than two citations for violation of the Land Use Code, parking, noise ordinance, or outdoor lighting regulations within a period of 12 consecutive months.*

iii. Notice of Approval

When a short-term rental permit is approved, the Zoning Administrator shall provide, at the owner's expense, the contact information for the owner's agent to all dwelling units adjacent to or across the street from the parcel boundary.

iv. Duration and Renewal

- (1) Short-term rental permits shall be issued for one year and must be renewed annually.*
 - (2) An application to renew a short-term rental permit must be received by the Zoning Administrator not less than sixty days prior to the expiration of the short-term rental permit.*
 - (3) Applications for renewal shall be in a form required by the Town and shall include updates of all information required or submitted for the permit.*
 - (4) No permit shall be renewed unless all Town fees and taxes owed by the applicant are paid in full, including the renewal fee.*
 - (5) Applications for renewal shall include a passing annual fire/life safety inspection conducted by the town Building Official.*
- Effect of Denial or Revocation*
- (a) If an application for a short-term rental permit (or an application for renewal of such permit) is denied, the Zoning Administrator shall not approve a new application for that applicant and location for a 12-month period after the denial unless the Zoning Administrator determines that the reason for the denial has been cured and no longer exists. An applicant who has requested review based on cured*

¹ [The following provision was removed but is noted here in case it is reconsidered: "\(7\) Once issued, it is required that the permit holder will operate a short-term rental on the property. The failure to use the property as a short-term rental for a period of 180 consecutive days or longer shall be grounds to revoke or not renew the permit."](#)

circumstances but who is then again denied must wait the full 12-month period following the cured circumstances request before submitting a new application.

(b) If a short-term rental permit is revoked, the short-term rental of the property must cease immediately and shall not be permitted for a period of 12 months from the date of revocation.

(c) The short-term rental of property (or advertisement or offer of such rental) after denial or revocation of a short-term rental permit shall result in the property and applicant being ineligible to conduct the short-term rental of property (or apply for a short-term rental permit) for an additional six-month period for each such rental; such period is in addition to the prohibitions listed in sections (a) and (b) above.

(d) No fee refunds shall be issued to any permittee whose short-term rental permit is revoked.

f. Enforcement, Violation, and Penalties

i. In addition to the other penalties and remedies available to the Town, violations of this section shall be subject to a fine of \$ 500 per day or violation.

ii. The short-term rental permit holder shall be held responsible for citations for violations of the municipal code committed by persons at the property during a period when the property is rented on Short-Term rental basis.

g. Review by Board of Trustees

The Board of Trustees will calendar this Short-Term Rental Regulation for review not later than two years from the date of its adoption to evaluate its effectiveness and whether the maximum number of permits issued should be adjusted.

SECTION 5. The initial permit fee for a Short-Term Rental is established at \$100.00 per year and may be amended by the Trustees by resolution from time to time without amendment of this ordinance.

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 May ____, 2020 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 _____, 2021, 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 _____, 2021.

DOLORES BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

Passed adopted and approved on the second and final reading this _____ day of _____, 2021.

DOLORIS BOARD OF TRUSTEES:

By: _____

Attest:

By: _____