



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING

JANUARY 23RD 2023, 6:00 P.M.

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

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

<https://townofdolores.colorado.gov>

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

4. ACTION/APPROVAL OF THE AGENDA

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

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

7. CONSENT AGENDA:

7.1 Resolution R518 Series 2023:

8. STAFF REPORTS:

8.1 Manager: Ken Charles

8.2 Attorney: Jon Kelly

9. DISCUSSION/ACTION ORDINANCE AND RESOLUTIONS:

9.2 Resolution R519 Series 2023: Approving the transfer of Galloping Goose No. 5

10. ADMINISTRATIVE BUSINESS AND PRESENTATIONS:

10.1 Discussion: Joe Rowell Park Plan and Budget.

11. FUTURE AGENDAS:

11.1 P&Z meeting February 7th, 2023

11.2 Parks meeting February 9th, 2023

11.3 Board meetings: February 13th and 27th, 2023

12. TRUSTEES REPORTS AND ACTIONS:

13. ADJOURNMENT:

**Town of Dolores
Resolution No R518
Series 2023**

A RESOLUTION APPROVING RELEASE

WHEREAS the Town of Dolores, a Colorado Statutory Town, wishes to approve a settlement in the form attached hereto as Exhibit A.

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

SECTION 1: The Board of Trustees approves the expenditure required in Exhibit A and the Town proceeding with the settlement outlined therein.

Passed, adopted and approved this 24th day of January, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

**Town of Dolores
Resolution No R519
Series 2023**

**A RESOLUTION APPROVING THE TRANSFER OF
GALLOPING GOOSE NO. 5**

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

WHEREAS, Colorado Revised Statute §31-15-101(c)&(d) authorizes the Town to enter into contracts and acquire, real and personal property upon such terms and conditions as the Board of Trustees deems appropriate; and

WHEREAS, the Galloping Goose Historical Society, Inc., a Colorado non-profit corporation, (referred to as "GGHS") and the Town of Dolores, (referred to herein as the "Lessor") entered into an operating agreement for the lease of the historic Galloping Goose No. 5 dated June 22, 2015; and,

WHEREAS although Goose No. 5 is a matter of great historical significance to the Town of Dolores, the Trustees find that good governess requires transfer of ownership to the GGHS with the conditions set forth in Exhibit A, attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Town of Dolores, a Colorado Town the following:

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board of Trustees.

Section 2. Amendment of Agreement. The Board of Trustees hereby approves and authorizes the transfer of ownership of Galloping Goose No. 5 to the GGHS on the terms and conditions set forth in the agreement.

Section 3. Provisions. The Mayor of the Town of Dolores is hereby authorized and directed to sign and execute the agreement attached hereto as Exhibit A; and

Section 4. Effect Date. This Resolutions shall be effective immediately upon its approval and adoption.

Passed, adopted, and approved _____, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

GALLOPING GOOSE NUMBER 5 TRANSFER AGREEMENT

THIS AGREEMENT is made effective on the dates set forth below, by and between the Town of Dolores, Colorado, a municipal corporation, hereinafter referred to as "Town", and the Galloping Goose Historical GGHS, Inc., a Colorado non-profit corporation, hereinafter referred to as "GGHS".

WHREAS The Galloping Goose No. 5, hereinafter "Goose" presently owned by the Town and leased to the GGHS pursuant to that Lease and Operating agreement dated June 22, 2015.

WHEREAS the GGHS has faithfully maintained the Goose and has entered into agreements to operate it from time to time on the Durango and Silverton and Cumbres and Toltec railways.

WHEREAS the Goose is an important resource and a matter of pride to the citizens of the Town of Dolores. However, good governance also requires that the Board of Trustees to consider the burdens, risks and potential liability of continued ownership, especially when the Goose operates on railways elsewhere in Colorado and in New Mexico.

WHREAS the Town and GGHS desire to enter into this agreement to transfer ownership of the Goose to the GGHS subject to certain conditions intended preserve the Town's historic connection to the Goose as set forth herein.

NOW THEREFORE The Town and the GGHS agree as follows:

1. The Town does hereby convey and transfer ownership of the Galloping Goose No. 5 to the GGHS in its "as is, where is" condition without warranty of any kind other than warranty of title.

2. In consideration of transferring title the GGHS agrees to abide by the following terms and covenants:
 - a. The permanent home of the Goose shall be Flanders Park in Dolores, Colorado, where the GGHS shall store and display the Goose when not in use on the Durango and Silverton and Cumbres and Toltec railways.
 - b. When not in use, the Goose shall be displayed and available to be viewed by the public in Flanders Park in the same manner it has been the historic practice of the parties.
 - c. The GGHS shall maintain the Goose in its restored historical look and working configuration, using generally accepted historical preservation and restoration techniques.
 - d. The GGHS shall maintain, at its sole cost and expense, adequate liability insurance coverage for the Goose while stored and displayed in Flanders Park, while in transport and while operating on railways. The Town shall be a named insured.
 - e. All excursions of the Goose on Durango and Silverton and Cumbres and Toltec railways shall be in accordance with federal law and regulations and pursuant to the terms and conditions of operating agreements with the owners of those railways.
 - f. The Town shall have the option and right of first refusal to repurchase the Goose for the sum of \$10.00 in the event that:
 - i. The GGHS dissolves or otherwise ceases to exist as a nonprofit entity or merges with another nonprofit organization;

- ii. The GGHS determines that it is no longer able to maintain the Goose;
 - iii. The GGHS, in the judgment of the Town, has materially failed to abide by the provisions of this agreement; or,
 - iv. The GGHS wishes or attempts to give, lend, sell, donate or otherwise transfer ownership or possession of the Goose or store it outside the Town of Dolores.
- g. The GGHS agrees to give the Town written notice of its intent to give, lend, sell, donate or otherwise transfer ownership or possession of the Goose to a third party, or store it outside the Town of Dolores, and the Town shall have 60 days after the receive thereof to exercise its right to first refusal to repurchase the Goose as provided herein.
- h. If the Town determines that it is entitled to exercise its option to purchase under the terms of this agreement, it shall give the GGHS 60 days written notice to convey the Goose to the Town by bill of sale or cure the default to the satisfaction of the Town.
3. To the fullest extent of the law, the GGHS agrees to indemnify and hold harmless the Town, its officers, agents and employees, from and against all liability, claims and demands, on account of any injury, loss, or damage, which arise out of or are connect with the Goose, if such injury, loss or damage, or any portion thereof, is caused by, or claimed by the caused by, the negligent act, omission, or other fault of the GGHS or any subcontractor of the GGHS, or any officer, employee or agent of the GGHS or any subcontractor, or any other person for whom the GGHS is responsible. The GGHS shall investigate, handle, respond to, and provide defense for and defend

against any and all such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorney's fees. The GGHS's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town. It is expressly understood and agreed that nothing herein contained shall diminish or impair the Town's statutory immunities or liability limits as provided under the Colorado Governmental Immunity Act (CRS 24-10-101 et.seq.).

4. Nothing herein shall be deemed to affect the terms of the lease agreement for the Depot and portions of Flanders Park between these parties

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON

_____, 2023.

TOWN OF DOLORES, COLORADO

THE GALLOPING GOOSE
HISTORICAL GGHS OF
DOLORES, INC., a Colorado
Non-Profit Corporation

Mayor of the Town of Dolores

President

ATTEST Clerk

Secretary

Seal

Seal

TO: Parks and Rec committee

RE: Notes from Conference call with Logan Simpson

FR: Ken Charles

DT:1-18-23

Jana and I spoke about strategy and how to make a request to GOCO given that the estimates far exceeds a \$1 M project. GOCO did not comment on whether we can request more than \$1 M, so what do we do?

My call to Jana was to get her insights as to what from her experience should be included. One of her questions was What does GOCO prioritize: multi-purpose or sports/exercise. I do not know the answer to that. I thought the conversation was helpful.

1. Do the Core area improvements that is accessibility and landscape. This includes shade structures, new paths, benches, trees, irrigation. Concentrate on the east end and the trail and trees through the center. Possibly include river access improvement on the east end.
2. The estimate is without the bike park, so she recommends we decide either the restroom or bike park or the other. If we do both, that will be the grant request. The restroom with site work is near \$400,000.
3. Postpone restroom project; postpone redoing the backstop to the SE ballfield. But remove outfield fence and repair outfield with new irrigation for multi-purpose. This requires the purchase of a portable fence.
4. Redo the dog park plan to a more basic approach to include only fencing, benches and a shade structure.
5. Postpone vegetation removal on the west side and concentrate on the east end of the park.
6. Use stabilized crusher fines versus concrete paths. Path improvements to include the line item for striping vegetation
7. Jana sees this as a single bid project, meaning a general contractor will do all of what we ultimately do in a single season, with the bike park an exception. If we selectively do individual projects, we lose the benefit of economy of scale, which will result in higher costs.
8. I don't think we can commit public works to much of this, if any. Possibly upgrading irrigation, soil removal, but with a one bid project, it would require most of their time for the season.
9. Bike park-from her experience, an asphalt track will run near \$750,000. We should look at other options.
10. Jana will upgrade the budget with changes. Her goal is to reduce costs to \$1.5 M. We will not have that for tonight.
11. The project will require a 1-foot contour survey-\$15,000. We will also include funds for a project manager-\$20,000.