



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING/WORKSHOP

JUNE 26TH 2023, WORKSHOP 5:30-6:30 P.M./MEETING 6:30 P.M.

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

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

<https://townofdolores.colorado.gov>

WORKSHOP 5:30 TO 6:30 P.M. Dinner will be provided.

- Sheriff's Contract for 2024
- Manager Search

BOARD MEETING 6:0 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

4. ACTION/APPROVAL OF THE AGENDA

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

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

7. CONSENT AGENDA: No agenda at this time

8. STAFF REPORTS:

- Manager: Ken Charles
- Attorney Jon Kelly
- Treasurer Heather Robertson

9. PUBLIC HEARINGS AND ACTION:

9.1 Public Hearing second and final reading for Ordinance 565 Series 2023, amending the Dolores Land Use Code to promote affordable housing. **Action/Approval required.**

10. ACTION/APPROVAL OF RESOLUTIONS:

10.1 Resolution R535 Series 2023: Awarding the contract for chip and seal to D&L Construction.

10.2 Resolution R536 Series 2023: Awarding the contract to install the Towns water plant generator.

10.3 Resolution R537 Series 2023: Declaring the Local Flood Disaster Emergency has passed and terminating the emergency powers conferred by the April 10th, 2023 declaration.

10.4 Resolution R538 Series 2023 approving a contract Stephen P. DiNardo Consulting, DBA the DiNardo Management Group to provide contract services as an owner's representative for the demolition of the old town hall building in Flanders Park.

10.5 Resolution R539 Series 2023 accepting the terms and conditions of the award of and authoring the expenditure of funds for the Colorado Outdoor Regional Partnerships Initiative.

10.6 Resolution R540 Series 2023: Adopting a Procurement Policy

11. FUTURE AGENDAS:

- **P&Z meeting.** TBD
- **Parks meeting:** July 6th, 2023
- **Board meetings:** July 10th, 2023

12. ADJOURNMENT

9.1 /

TOWN OF DOLORES
BOARD OF TRUSTEES
PUBLIC HEARING FOR:

**A PRESENTATION AND PUBLIC HEARING ON ORDINANCE 565 Series
2023 TO AMEND THE DOLORES LAND USE CODE TO PROMOTE
AFFORDABLE HOUSING”**

DATE: JULY 10, 2023

TIME: 6:30 P.M.

PLACE: 420 CENTRAL AVE, DOLORES, CO. 81323

NOW, THEREFORE, BE IT KNOWN, that notice is hereby given of a Public Hearing before the Dolores Board of Trustees at 6:30 P.M. on Monday July 10, 2023, in person at 420 Central Ave or by virtual link provided on the Town of Dolores website <https://townofdolores.colorado.gov/> town board meetings.

The Planning Commission held a public hearing on June 6, 2023 to review the ordinance and afterward recommended to the Board of Trustees to review.

On Monday June 12, 2023, the Town Board of Trustees read the Ordinance and has set it for final reading public hearing on Monday July 10, 2023 at 6:30 p.m. in the town meeting room at 420 Central Ave.

The purpose of this hearing is for the Board of Trustees to present Ordinance #565 Series 2023 to amend the Dolores Land Use Code to Promote Affordable Housing. A copy of the proposed ordinance amending the Land Use Code is available on the Town of Dolores website at <https://townofdolores.colorado.gov/> and the town clerk's office.

Comments may also be made in writing to Town of Dolores, P.O. Box 630, Dolores, CO or deliver to 420 Central Avenue, Dolores, CO 81323 or by email to Tammy@townofdolores.com

Done this 13th day of June 2023

/s/ Tammy Neely, Town Clerk

Publish in the-Journal Wednesday June 21, 2023

TOWN OF DOLORES, COLORADO

ORDINANCE NO. 565 SERIES 2023

AN ORDINANCE TO AMEND THE DOLORES LAND USE CODE TO PROMOTE AFFORDABLE HOUSING

WHEREAS, pursuant to C.R.S. § 31-23-301, the Town of Dolores (“Town”) possesses the authority to zone, rezone, change, supplement, and revise the zoning classifications or designation of property and to regulate land uses within the Town.

WHEREAS, the Town is authorized by C.R.S. § 31-23-301 to regulate zoning and land use within the Town’s boundaries, and the Town has in fact adopted a comprehensive zoning scheme.

WHEREAS, the Dolores Town Board identifies housing affordability as a priority community issue; and

WHEREAS, the Dolores Town Board believes that it is important that the people who serve our community including hourly employees, town staff and our teachers have the option to live in the community they serve; and,

WHEREAS, a diversity of housing options benefits community vitality and health; and,

WHEREAS, encouraging a diversity of housing options will increase the ability of individuals and families across a range of income levels to choose to live in the same community in which they work; and,

WHEREAS, the Town of Dolores has created a task force to study the issue of housing affordability and make recommendations to the Board of Trustees; and,

WHEREAS, the Planning Commission has held numerous meetings to study the issue of housing affordability; and,

WHEREAS, the Department of Local Affairs and the state of Colorado under the newly passed Proposition 123 provide funding opportunities to municipalities and developers for affordable housing projects; and,

WHEREAS, the Town of Dolores Planning Commission and the Housing Task Force has recommended certain changes to the Town of Dolores Land Use Code to achieve the goal of promoting the development of affordable and workforce housing in the community as well to be better positioned to receive grants and other funding to support these goals; and,

WHEREAS, after public notice and final public hearing on June 6, 2023, as required by the Dolores Land Use Code and applicable law and regulations, the Town of Dolores Planning and Zoning Commission has recommended approval of proposed amendments set forth in Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS after public notice and public hearing, the Town of Dolores Board of Trustees finds that the proposed amendments to the remaining provisions of the Town of Dolores Land Use Code promote the health, safety and welfare and are in the best interests of the citizens of the Town of

Dolores, including the goal of promoting the Town's inventory of affordable and workforce housing, and should be adopted.

WHEREAS, the Board of Trustees wish to exercise its express statutory authority to amend the Town of Dolores Land Use Code as set forth herein in order to obtain sources of funding to promote affordable and workforce housing and to incentivize development in a manner to increase the Town's inventory of affordable and workforce housing.

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

SECTION 1. The Town of Dolores Land Use Code as adopted by Ordinance 556-2021 on December 13, 2021, and Ordinance 557-2022 on February 14, 2022, is hereby amended as provided on Exhibit A, attached hereto, and incorporated herein by reference.

SECTION 2. The Dolores Land Use Code shall otherwise remain in full force and effect except as expressly amended herein.

SECTION 3. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. This Ordinance shall take effect _____ or thirty (30) days after final publication whichever is later.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 10th day of July 2023, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed adopted and approved on the first reading on June 12, 2023.

DOLORES BOARD OF TRUSTEES:

By: _____

Mayor Leigh Reeves

Attest:

By: _____

Town Clerk Tammy Neely

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

DOLORS BOARD OF TRUSTEES:

By: _____
Mayor Leigh Reeves

Attest:

By: _____
Town Clerk Tammy Neely

EXHIBIT A

1. **Section 2.6 of the Dolores Land Use Code is hereby amended to include the following Affordable Housing Definition:**

Affordable housing, as further defined under Article 16, is either a rental unit(s) priced for households earning no more than 80% of the Area Median Income, or an ownership unit(s) priced for households earning no more than 120% of the Area Median Income. AMI information shall be determined by the U.S. Department of Housing and Urban Development (HUD), and affordable rental information shall be as determined by the Colorado Housing Finance Authority (CHFA). The affordability measurements in this definition may be adjusted pursuant to the Town of Dolores Affordable Housing Policy.

2. **There is hereby created a new Article 16 to the Dolores Land Use Code as follows:**

Article 16 Affordable Housing

Statement of Policy

The Town of Dolores, Colorado, establishes the following affordable housing policies and definitions, adjustable as necessary to remain eligible for applicable sources of state and federal funding.

Dolores, Colorado, will aim to approve housing developments priced so that more rental households earning no more than 80% of the Area Median Income, and homeowners earning no more than 120% of the Area Median Income, can afford to live in the Town.

Where required by state or federal funding requirements, these standards shall be adjusted as follows:

Dolores, Colorado, will aim to approve, and as needed, annually increase the supply of new and existing housing so that more rental households earning no more than 60% of the Area Median Income, and existing homeowners earning no more than 100% of the Area Median Income, and first-time homeowners earning no more than 120% of the Area Median Income, can afford to live in the Town while paying no more than 30% of their gross monthly income for housing

Affordable units shall be deed-restricted for a minimum of 50 years, or a length as determined by the Dolores Board of Trustees.

Expedited Review

Applicability and Process Modifications

A site plan for a development project that includes at least 50 percent affordable housing shall be reviewed in accordance with the general approval procedures applicable to administrative review in Section 13.6, with the following modifications:

A community meeting shall be required for those projects that propose:

10 or more total dwelling units.

10,000 square feet or more of floor area; or

Development of 3 or more units on a lot adjacent to an existing single-family detached dwelling.

The community meeting shall be held no more than 60 days prior to submission of the project application. The Zoning Administrator shall be responsible for providing reasonable notice to the entire community of the meeting time and location along with an opportunity to submit comments for at least seven days following the meeting. The applicant shall be responsible for providing a project summary to the Town at least 15 days prior to the community meeting.

The total time between when the affordable housing site plan application is determined to be complete and a determination on the site plan shall not exceed 120 days. Applicants shall have 20 days to resubmit revised documents to address comments from the Town or the application shall be considered inactive and abandoned.

Applicable Standards and Adjustments

The project shall comply with all applicable LUC requirements with the following exceptions:

Vehicle parking shall be provided in accordance with Table 8.1 except that off-street parking for affordable housing units shall be provided at a minimum of 1 space per dwelling unit.

Bicycle parking: Long-term spaces shall be provided for single-family attached or multifamily developments as follows: 2 plus .05 per bedroom calculated across the entire development, including market-rate units. Long-term bicycle parking shall be covered, enclosed, and secured to the maximum extent practicable. Long-term bicycle parking may be located inside a building.

Section 13.5 Administrative Adjustments may be requested for any applicable standard except vehicle and bicycle parking.

Development Timing and Construction

The construction of affordable units in any development approved through this process shall be timed such that the units shall be constructed and pass final inspection concurrently or prior to the market-rate dwelling units in that development.

Submission Requirements

The following information shall be submitted either on the site plan or with an application for expedited review, as determined by the Zoning Administrator:

Name of proposed development.

Sworn proof of ownership and a notarized letter of authorization from the landowner permitting a representative to process the application.

The land area and legal description.

The proposed land use and the area of each use in square feet.

The existing zoning of the property.

The zoning and residential density of all adjacent properties.

Public and private utility service lines and/or main lines with appurtenances.

Title certificate or abstract of titles covering all lands to be conveyed to the Town.

Current tax information.

If the application involves public improvements:

Preliminary construction plans for the proposed public improvements including street plan and profile sheets, storm drainage improvements plans and other improvements.

A preliminary pavement design report.

A Traffic Study, if required elsewhere in the Code.

A draft Affordable Housing Agreement with the Town that documents how the applicant will meet the requirements of this section. The Affordable Housing Agreement shall be in a form approved by the Town Attorney.

Signature blocks for the Zoning Administrator and Planning and Zoning Commission chair.

**Town of Dolores
Resolution No R535
Series-2023**

**A RESOLUTION AWARDING CONTRACT FOR CHIP AND SEAL TO D&L
CONSTRUCTION**

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

WHEREAS the Town solicited bids from qualified applicants to chip and seal Central Ave from the water dock to Third Street; and,

WHEREAS the Town finds that D&L Construction of Cortez, Colorado has the best value suited to the Town's situation and purposes in the amount of \$36,400.00 for these services (the single layer option) set forth in the attached proposal;

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

Section 1. The Town Board of Trustees hereby awards the contract for services to chip and seal Central Ave. from Third Street to the Water Dock in the Town of Dolores with a single layer in the amount of \$36,400.00, and appropriates and authorizes the expenditure of these funds, and authorizes the Manager to execute an agreement for these services as set forth in the proposal attached hereto as Exhibit A.

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

Passed, adopted and approved June 26, 2023

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

D & L CONSTRUCTION

P.O. Box 991
Cortez, CO 81321
(970) 565-2087
Fax (970) 565-7281
"We Dig Your Business!"

Submitted to: Town of Dolores Phone: 970-882-7720 Date: 6-14-2023
Street: 420 Central Avenue
City: Dolores, CO 81323 Job Location: Various Locations

We hereby submit specification and estimate for:

Furnish & install chip seal in the following locations:

On Central Ave. from the water dock to 3rd Street approximately 5200 SY
2 layers of 3/8" chips @ \$11.00 per SY **\$57,200.00**
1 layer of 3/8" chips @ \$7.00 per SY **\$36,400.00**

High School approximately 2600 SY
2 layers of 3/8" chips @ \$11.00 per SY **\$28,600.00**

11th Street approximately 1200 SY
2 layers of 3/8" chips @ \$11.00 per SY **\$13,200.00**

TOTAL

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of : to be determined -----

Payment is to be made within ten days of date of invoice.

Price **excludes** any rock excavation that may be encountered; rock excavation will be done on an hourly basis. Price also **excludes** permits, testing, surveying, staking and permitting & maintenance of erosion control measures unless otherwise noted. D & L Construction cannot guarantee proper drainage if asphalt pavement is designed, or site conditions dictate pavement slopes of less than 1%. Base work done by others, shall have grading & compaction tested and approved before asphalt paving starts. Base course should be fine graded to plus or minus 3/8" to ensure proper drainage. Our employees are fully covered by Workman's compensation Insurance. General Liability and Workman's Compensation Certificates will be provided upon request. If Payment and Performance Bonds are required please add an additional 2.75% to total. If payment is not paid when agreed upon Owner hereby agrees to pay contractor 1 1/2%/ per month until entire balance is paid. If Attorney fees are incurred Owner hereby agrees to pay the

entire balance of those lawyer and/or collections costs.

Authorized Signature _____

Note: This proposal may be withdrawn if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

**Town of Dolores
Resolution No R536**

SERIES-2023

**TO MATTHEWS ELECTRIC OF SOUTHWEST
COLORADO, INC. TO INSTALL A GENERATOR FOR THE TOWN'S WATER
TREATMENT PLANT**

A RESOLUTION AWARDING A CONTRACT

WHEREAS, the Board of Trustees determined that a backup generator for Town's water treatment plant is essential for the life, safety and welfare of the residents of the Town of Dolores in the event of flood, wildland fire or other disaster threatening the Town; and

WHEREAS, Town of Dolores was awarded a grant from the Federal Emergency Management Agency's "FEMA BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC), HAZARD MITIGATION GRANT PROGRAM (HMGP) AND FLOOD MANAGEMENT ASSISTANCE (FMA) GRANT PROGRAMS" to fund a portion of the cost of a generator to power the Town's water treatment system; and,

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

WHEREAS, the Town solicited competitive proposals from qualified, reliable, insured, and licensed electrical contractors to purchase and install the generator; and,

WHEREAS, after considering the selection criteria, the Town finds that Matthews Electric of Southwest Colorado, Inc. has met the requirements as advertised to be awarded a contract, and have the best value suited to the Town's situation and purposes in the amounts stated as set forth in the proposal attached hereto as Exhibit A.

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

Section 1. The Town Board of Trustees hereby awards the contract for services to purchase and install a generator for the Town's water treatment in the amount of \$92,465.00 to Matthews Electric of Southwest Colorado, Inc., and appropriates and authorizes the expenditure of these funds, and authorizes the Manager to execute an agreement for these services as set forth in the proposal attached hereto as Exhibit A.

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

Passed, adopted, and approved June 26, 2023

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

**Matthews Electric of Southwest
Colorado, Inc.**

ESTIMATE

13080 Road 27.6
Dolores, Colorado 81323

Date	Estimate #
6/5/2023	23/866

Name / Address

Town Of Dolores
Post Office Box 630
420 Central Ave.
Dolores, Colorado 81323
Fax:970-882-7466

ARCHITECT	Due Date	Date of Plans
NA	6/5/2023	

Description	Total
<p>Town of Dolores Water Treatment Plant Generator Project as per provided specifications. Submittals provided if awarded.</p> <p>Current lead times: Generator 43-45 weeks ATS 17-19 weeks</p> <p>I would anticipate ATS, gas line and concrete to be placed November 1st pending ATS arrival. Set generator early summer of 2024 pending arrival. Project will be designed, coordinated and supplied by Matthews Electric of Southwest Colorado, Inc. We have installed residential & commercial ATS equipment on a regular basis from the Cortez Hospital District to back up power in the Dolores, Rico & Telluride area. I will be over seeing all aspects of the installation.</p> <p>We are proposing Cummins 125 KW Generator and ATS from Cummins. No exceptions proposed. Gas line provided by Sparks Plumbing, and concrete provided by RC Company. Our project team is 7 employees with me (Dean Matthews) as lead. We have performed multiple projects for the Town of Dolores and recently were awarded the electrical portion for the Town Hall remodel.</p> <p>Base Electrical 25,300.00 Generator 52,665.00 ATS 9,400.00 Gas Line 950.00 Concrete Pad 2,200.00 Electrical Permit 1,550.00 Dirt Work 400.00</p>	
<p>NOT RESPONSIBLE FOR DELAYS DUE TO MATERIAL, SHIPPING OR WEATHER ANY DAMAGE TO TEMPORARY POWER OR LIGHTING WILL BE CHARGED ON A T&M BASIS. SPECIALTY FANS AND FIXTURES MAY BE CHARGED ON A T&M BASIS. BATHROOM FACILITY NEEDS TO BE PROVIDED. HEAT NEEDS TO BE PROVIDED FOR WINTER JOB. FUEL SURCHARGE MIGHT HAVE TO BE ADDED. ANY ADDITIONS OR CHANGES WILL BE IN WRITING & SIGNED OFF BEFORE WE CAN PROCEED.</p>	Total
	Signature
Page 1	Date

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**Matthews Electric of Southwest
Colorado, Inc.**

ESTIMATE

13080 Road 27.6
Dolores, Colorado 81323

Date	Estimate #
6/5/2023	23/866

Name / Address

Town Of Dolores
Post Office Box 630
420 Central Ave.
Dolores, Colorado 81323
Fax:970-882-7466

ARCHITECT	Due Date	Date of Plans
NA	6/5/2023	

Description	Total
<p>Deposit of \$67,422.00 required to procure material. Material quote expires on 6/15/2023 Generator quote expires 6/28/2023</p>	

NOT RESPONSIBLE FOR DELAYS DUE TO MATERIAL, SHIPPING OR WEATHER
ANY DAMAGE TO TEMPORARY POWER OR LIGHTING WILL BE CHARGED ON A
T&M BASIS.
SPECIALTY FANS AND FIXTURES MAY BE CHARGED ON A T&M BASIS.
BATHROOM FACILITY NEEDS TO BE PROVIDED.
HEAT NEEDS TO BE PROVIDED FOR WINTER JOB.
FUEL SURCHARGE MIGHT HAVE TO BE ADDED.
ANY ADDITIONS OR CHANGES WILL BE IN WRITING & SIGNED OFF BEFORE WE
CAN PROCEED.

Total \$92,465.00

Signature

Date

**Town of Dolores
Resolution No R537
SERIES 2023**

**A RESOLUTION DECLARING THE LOCAL FLOOD
DISASTER EMERGENCY HAS PASSED AND TERMINATING
THE EMERGENCY POWERS CONFERRED BY THE APRIL
10, 2023, DECLARATION**

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

WHEREAS, C.R.S. § 24-33.5-709 authorizes the principal executive officer of a political subdivision to declare a local disaster;

WHEREAS the Board of Trustees passed a resolution on April 10, 2023 Declaring a Local Flood Disaster Emergency in response to excess runoff from tributaries of the Dolores River in April of 2023 that damaged private and public property;

WHEREAS the effects of this event have passed and there is no longer a justification for the emergency declaration;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Dolores THAT the Board of Trustees declares that the resolution captioned Declaration of Local Flood Disaster Emergency passed on April 10, 2023 is hereby rescinded.

Passed, adopted and approved this 26th day of June, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

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DECLARATION OF LOCAL FLOOD DISASTER EMERGENCY

WHEREAS, C.R.S. § 24-33.5-709 authorizes the principal executive officer of a political subdivision to declare a local disaster; and

WHEREAS, above-average precipitation throughout the winter has resulted in unusually high runoffs that have already caused flooding in the Town of Dolores and raise the risk of significant flooding in the coming weeks; and

WHEREAS, Montezuma County's Emergency Manager has advised that the risks associated with flooding in the unincorporated portion of Montezuma County and the municipalities within Montezuma County are significant enough to warrant a disaster declaration; and

WHEREAS, Montezuma County's Emergency Manager asserts that this Declaration is necessary for the immediate preservation of the public health, safety, and welfare of people in Montezuma County; and

WHEREAS, the Town has experienced localized excess runoff from tributaries of the Dolores River in April 2023 that have damaged private and public property and there is a significant threat such threats will continue; and

WHEREAS, historic buildings sitting within flood zones in the Town of Dolores are threatened by rising waters in the Dolores River and its tributaries, and such buildings could exacerbate flooding in the Town of Dolores in the event that their structural integrity was compromised by rising flood waters; and

WHEREAS, officials in Montezuma County, including Montezuma County's Emergency Manager and the Montezuma County Sheriff have been working closely with the Town of Dolores and other county municipalities to ensure preparedness in the event of significant flooding; and

WHEREAS, 6000 sandbags are currently housed on Town Property or deployed throughout the Town and such sandbags are in the process of being deployed as a means of combating local flood disasters; and

WHEREAS, officials in Montezuma County and the Town of Dolores are working diligently to keep the public informed of flood risks and emergency preparedness measures through the use of town hall style meetings, press releases, and social media activity; and

WHEREAS, the cost and magnitude of responding to present flooding, as well as potential flooding, in the Town of Dolores is far in excess of the Town's and Montezuma County Emergency Management Department's funds and resources.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Town of Dolores declares that there is a local flood disaster emergency in the Town, and that the occurrence and imminent threat of excess runoff and widespread flooding could result in severe injury or loss of life or loss of property requires emergency mitigation.
2. The effect of this declaration of a flood disaster emergency shall be to activate the respond and recovery aspects of any and all applicable federal, state and local and inter-jurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.
3. This declaration will be posted on the Town of Dolores website and provided to the press, the County Department of Emergency Management, and filed with the appropriate agencies

Passed, adopted and approved April 10, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: [Signature], Mayor

Attest: [Signature], Town Clerk



10.4 /

**Town of Dolores
Resolution No R538
SERIES 2023**

**A RESOLUTION APPROVING A CONTRACT STEPHEN P. DINARDO
CONSULTING, DBA THE DINARDO MANAGEMENT GROUP TO PROVIDE
CONTRACT SERVICES AS AN OWNER'S REPRESENTATIVE FOR THE
DEMOLITION OF THE OLD TOWN HALL BUILDING IN FLANDERS PARK**

WHEREAS the Town of Dolores is in the process of moving Town Hall to a new location at 601 Central Avenue and resolved the current town hall structure in order to expand Flanders Park in accordance with the Town's Master Plan;

WHEREAS the Board of Trustees has determined that an owner's representative to oversee the demolition process is in the best interest of the Town of Dolores to ensure that the citizens receive the best value for the funds expended to demolish the current structure;

WHEREAS, the Town of Dolores determines that STEPHEN P. DINARDO CONSULTING, dba The DiNardo Management Group has the best value suited to the Town's situation and purposes; and,

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

Section 1. The Town Board of Trustees hereby approves the employment STEPHEN P. DINARDO CONSULTING, dba The DiNardo Management Group as an independent contractor as an owner's representative to oversee the demolition of the current Town Hall structure in Flanders Park.

Section 2. The Town Board of Trustees awards the contract to STEPHEN P. DINARDO CONSULTING, dba The DiNardo Management Group and approves the contract for services attached hereto as Exhibit 1.

Section 3. The Town Board of Trustees authorizes the Town Manager to execute the contract on behalf of the Town.

Section 4. The Town authorizes the expenditure of up to \$10,000 on these services.

Section 5. This resolution shall become effective immediately upon its adoption by the Board of Trustees.

PASSED AND ADOPTED June 26, 2023

Mayor Leigh Reeves

ATTEST:

Town Clerk Tammy Neely

Professional Service Agreement

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement") is made and entered into June 26, 2023, by and between STEPHEN P. DINARDO CONSULTING, dba The DiNardo Management Group (the "Consultant") and the TOWN OF DOLORES, ("the client").

RECITALS

WHEREAS, the Client owns the real property located in the Town of Dolores, commonly known as 420 Central Avenue (the "Property").

WHEREAS, the Client intends to demolish the structure located on the Property and desires to engage the Consultant to provide certain services related to the Demolition and the Consultant has agreed to perform such services, as fully described hereinafter; and

WHEREAS, the Client, on June 26, 2013, approved this Professional Services Agreement with Consultant and authorized the expenditure of up to Ten Thousand Dollars (\$10,000) for the Consultants' performance of the Scope of Services hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed the receipt and adequacy of which are hereby acknowledged, it is agreed by and between parties hereto as follows:

1. **Performance of Services:** Subject to the terms and condition of this Agreement, Client hereby engages Consultant as an independent contractor to perform the services set forth herein, and Consultant hereby accepts such engagement.
2. **Duties, Term, and Compensation:** Consultant's duties, term of engagement, and compensation shall be set forth in Attachment A, which will be attached to and considered part of this Agreement.
3. **Compensation:** In consideration of the Consultants performance for the Scope of Services, the Client agrees to pay the professional on a time and reimbursable cost basis in accordance with the rates contained in the Scope of Services, up to the maximum amount of Ten Thousand Dollars (\$10,000) for both the Consultants' time and direct reimbursable costs related to the Consultants Scope of Services
4. **Payments:** Consultant shall invoice for services to Client monthly no later than the 5th of the month, or upon completion of a specific scope of services. Client shall make payment to consultant no later than 30 days following the receipt an invoice.
5. **Use of Subconsultants.** All subconsultants that will be preforming work hereunder must be approved in writing by the Client prior to commencing any such work.
6. **Town of Dolores Representative:** The Client shall designate, prior to the commencement of work, its project representative who shall make, within the scope

of his authority, all necessary and proper decisions with reference to the project. (NAME and TITLE). All communication concerning this Agreement shall be directed to the Client's Representative.

7. **Insurance:** Consultant shall carry professional liability insurance, if warranted in accordance with the laws and regulations applicable to the services that he or she performs for Client, with Client named as an additional insured. Additional insurance requirements, if any, shall be as described in Attachment A
8. **Early Termination by the Client.** Notwithstanding the time periods contained herein, the Client shall have the right to terminate this Agreement at any time without cause by providing written notice of termination to the Consultant. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of any such early termination by the Client, the Consultant shall be paid for services rendered prior the the date of termination, subject only to the satisfactory performance of the Consultant's obligations under this Agreement. Such payment shall be the Consultant's sole right and remedy for such termination.
9. **Additional Services, Changes to Scope of Services.** The Client shall have the right during the term hereof to request changes or additions to the Scope of Services through written change order requests. Once the Client has delivered notice of such change to the Consultant, no work related to the requested change shall proceed until the parties have reached an agreement regarding changes in price or scheduling requirement related to the requested change, and a written change order documenting the agreed-upon terms in prepared and issued by the client. No such changes or additions shall be considered approved, binding, or enforceable until the parties hereto have signed such change order form.
10. **Coordination, Quality and Accuracy of Services.** The Consultant shall be responsible for the coordination of all services between the Consultant and its subconsultants. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services rendered by the Consultant and its subcontractors which service3s shall include, by way of example and without limitation, designs, plans, reports, specification, and drawing and the Consultant shall remedy and correct any errors, omissions, or other deficiencies.
11. **Legal Compliance, Licenses and Business Requirements.** The Consultant shall hold, in the Consultant's name, all licenses necessary to perform the Scope of Services, and shall have full authority to do such business in the State of Colorado. The Consultant warrants to the Client that it shall exercise the highest degree of competence and care, as determined by accepted standards for work of similar nature, in performing any services or work hereunder, and that such services and work shall be performed in accordance with all applicable laws, rules and regulation.

12. **No Assignment.** The Consultant acknowledges that the Client enters into this Agreement based upon the unique qualification and special abilities of the Consultant and that this Agreement shall be considered an agreement for personal services. Accordingly, the Consultant shall not assign any responsibilities nor delegate any of its duties arising hereunder to any other individual or entity with the prior written consent of the Client.
13. **Indemnification.** Client and Consultant agrees, to the fullest extent permitted by law, to mutually indemnify and hold harmless either party and its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorney fees and defense cost, to the extent caused by either party's negligent performance of services under this Agreement.
14. **Notice.** All notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or sent by certified or registered mail postage prepaid or by commercial courier service. Notice shall be deemed given or made at the time of receipt. Notices shall be addressed as follows.

If to Consultant: Stephen P. DiNardo
 3733 South Ensenada St.
 Aurora, CO 80013

If to Client: Town of Doroles
 Attention: Kenneth Charles Town Manager
 420 Central Avenue
 PO Box 630
 Dolores, CO 81323

Any party hereto may change its address for the purposes of this paragraph by written notice given in the manner provided above.

15. **Work Product.** The Client shall own and retain all right, title, and interest in and to all reports, documents, drawings, specifications, plans, designs, and other information or work product that are produced, created developed, or made by Professional or its subconsultants in connection with the Scope of Services and such work product shall be the sole property of the Client.
16. **Governing Law.** This Agreement shall be governed by the law of the State of Colorado.
17. **Dispute Resolution.** Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provisions. If directed negotiations fail, Client and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of or

relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other right under the law.

18. **Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
19. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full forced an effect.
20. **Entire understanding.** This document and any subsequently executed attachments constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. This Agreement shall be effective upon execution by both parties.

Town of Dolores
Client

Stephen P. DiNardo
Consultant

(Signature)

Kenneth Charles

(Typed Name)

Stephen P. DiNardo

Town Manager

(Title)

Principal

(Date)

Attachment A – Duties, Term, and Compensation

This is an attachment dated June 26, 2023, to the Professional Service Agreement (Agreement) dated June 26, 2023, between The Town of Dolores (Client) and Stephen P. DiNardo Consulting (Consultant).

Duties:

General: The Consultant's duties are as describe below. He or she will report directly to Kenneth Charles and to any other party designated by the Town of Dolores in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonable requested by Client and agreed to by Consultant.

Scope of Services: Provide consulting and management representative services to the Town of Dolores in preparing for the environmental remediation and demolition of the Dolores Town Hall located at 420 Central Ave, Dolores CO 81323. Scope of Service shall include the following:

1. Review and Analysis of all available relevant documents and drawing to include, if available
 - a. Building drawings and prints
 - b. Site-specific civil utility drawings
 - c. Phase I environmental survey
 - d. Asbestos building inspection survey.
 - e. Historical document.
 - f. Any other relevant documents.
2. Provide Client with summary report to include.
 - a. A summary report on the due diligence of the existing documents, along with comments and required action items for the scope of work.
 - b. An outline of the full scope of work that will be required to include but not limited to site decommission, permitting, 3rd party oversight, inspections, regulatory compliance, professional service fees, asbestos removal, demolition, and site stabilization.
 - c. A Level 1 details scored budget including contingencies. Consultant shall resource existing pre-qualified demolition and abatement contractors for due diligence costing.
 - d. Provide Client with Critical path schedule of events.
3. As a result of the due diligence, Consultant shall provide Client with estimated Consulting fees to prepare contract documents and to manage to hard service.

Insurance Requirements: Consultant shall provide errors and omissions and general liability insurance.

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Term: This engagement shall commence upon execution of this Attachment A and shall continue in full force and effect until complete.

Compensation: Client shall pay Consultant for services as described as invoices on an hourly basis of One Hundred and Ninety dollars (\$185.00) per hour plus expensive per Consultant's 2023 rate sheet. Attachment B

Consultant shall submit invoices to Client vie e-mail to manager@townofdolores.com.

IN WITNESS WHEREOF, the parties hereto have made and executed this Attachment A as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Town of Dolores
Client

Stephen P. DiNardo
Consultant

(Signature)

Kenneth Charles (Typed Name) Stephen P. DiNardo

Town Manager (Title) Principal

(Date)

Attachment B – DiNardo Management Group 2023 Rate Sheet

2023 Rate Sheet

Professional Consulting Services:

These rates apply to task specific engagements: Business Analysis, Quality Management Consulting/Audits, Economic/Cost Modeling, Due Diligence Briefs, 3rd Party Oversight, and/or any Time and Materials agreement.

TITLE CLASSIFICATION	RATE (\$) HOUR	% MARKUP
Project Director / Principal	\$165 to \$185	N/A
Associate Consultant	\$125 to \$165	N/A
Associate Professional	Professional Billed Rate	15%
Clerical and Administrative	\$75 to \$100	N/A
Travel and Lodging	Invoiced Amount	15%
Vehicle Expense	\$0.69 per mile plus tolls (when applied)	15% on tolls.
Office Expenses	Invoiced Amount	15%

- Subject to adjustment during the contract renewal period
- Rate determination is based on hours required.

Project Management and Owners Representative Services:

These rates apply to project specific engagements: Project Management, Owners Representative, Construction Management, Quality Management Oversight, Regulatory Reporting and/or any fixed rated agreement.

TITLE CLASSIFICATION	RATE (\$) HOUR	% MARKUP
Project Director / Principal	\$165 to \$185	N/A
Associate Consultant	\$125 to \$165	N/A
Associate Professional	Professional Billed Rate	15%
Construction Management Fee	Contractors Billing	5%
Clerical and Administrative	\$75 to \$125	N/A
Travel and Lodging	Invoiced Amount	15%
Vehicle Expense	\$0.69 per mile plus tolls (when applied)	15% on Tolls
Office Expenses	Invoiced Amount	15%

- Subject to adjustment during the contract renewal period
- Rate determination is based on hours required.

Fixed Contract Agreements:

80% of all DMG agreements are negotiated deals based on the specific needs of the client's project.

General Conditions:

- Invoices are submitted at the end of each calendar month and/or at the completion of a scope of work.
- Billing Terms are "Due upon Receipt" or "Net 10 days".
- DMG does not accept "Paid when Paid" terms unless specifically agreed to in contract documents.
- New clients are subject to a one-time retainer's fee.

Attachment C – Consulting Proposal Dated April 10, 2023

The DiNardo Management Group

Owners Representative

Project Management

Business Consulting

April 10, 2023

Ken Charles

Dolores Town Manager

RE: Dolores Town Hall consulting proposal

Mr. Charles.

In response to your request, DMG is pleased to submit this proposal to provide general consulting and owner-representative services to assist you with your project.

DMG is an owners representative consulting firm specializing in environmental remediation, utility decommission / relocation, demolition, and all the support tasks that are include in the life cycle of decommissioning a property for both public and private clients. We have been in business for 23 years and have managed projects ranging from large hospital demolitions to single-small buildings.

Our approach is to separate projects into four distinct and unique phases (reference attachment) that help clients manage projects through due diligence, project development, contracting, and project management to reduce risk, ensure all tasks are identified and completed correctly, ensure prequalification of the professional engineers, abatement and demolition contractors required, and the project is managed to ensure budget attainment with little to no change orders. We co-venture with our client's organization to develop our scope of work depending on their existing resources, skill, needs and wants.

From the little information provided, I understand the scope of work to be the abatement and demolition of the Dolores Town Hall building. Assuming this is correct, I propose we perform a complete due diligence study to include the following.

Review and analysis of all existing documents and drawing to include.

- a. Building drawings and prints.
- b. Site-specific civil utility drawing – Alta survey if available.
- c. Phase I Environmental survey.
- d. Asbestos building inspection survey.
- e. Historical documents.
- f. Any other relevant documents.

DMG will provide you with a summary report to include,

- a. A summary report on the due diligence of existing documents, along with comments and required action items for the scope of work.
- b. An outline of the full scope of work that will be required to include but not limited to site decommission, permitting, 3rd party oversight, inspections, regulatory compliance, professional service fees, asbestos removal, demolition, and site stabilization.
- c. A Level 1 detailed scored budget, including contingencies. DMG shall resource existing DMG pre-qualified demolition and abatement contracts for due diligence costing.
- d. (Reference fee schedule)

If my assessment of the scope of work is correct, it would only require around 35 to 40 hours to complete. As a result of the due diligence, we can estimate the additional fees to prepare documents for bidding, select contractors, contracting, and project management.

Please take a few moments to look over our website at www.dinardogroup.com. It will provide you with a complete list of our services and some projects we have managed. It is outdated but should be sufficient.

I'm very happy that Mike Scholl recommended me as we have worked through a lot of unique and challenging projects. I can't think of a better reference.

I hope this letter provides you with the information you seek, and I look forward to speaking to you soon.

Respectfully Submitted

Stephen P. DiNardo

**Town of Dolores
Resolution No R539
Series 2022**

**A RESOLUTION ACCEPTING THE TERMS AND CONDITION OF THE AWARD
OF AND AUTHORIZING THE EXPENDATURE OF FUNDS FOR THE
COLORADO OUTDOOR REGIONAL PARTNERSHIPS INITIATIVE**

WHEREAS, the Board of Trustees identified the impact and importance of recreation on public lands to be a matter of importance to citizens and businesses in the Town of Dolores.

WEHREAS, Town of Dolore applied for and has now been awarded a grant from the Colorado Outdoor Regional Partnerships Initiative in the amount of \$100,000 to form, fund and support the Montelores Coalition which is intended to align with the Colorado Outdoor Partnership's (CO-OP) state-level vision while advancing the development of local and regional planning elements to inform Colorado's Outdoors Strategy, a collaborative vision for conservation, climate resilience, and sustainable recreation, in accordance with Executive Order B 2020 008.; and,

WHEREAS, matching funds and in-kind services are estimated to be up to \$20,000 for a total project cost of \$120,000.

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

Section 1. The Board of Trustees accepts the terms and conditions of the award of the Colorado Outdoor Regional Partnerships Initiative in the amount of \$100,000, as described in the Exhibit A, attached hereto and authorizes the Town Manager to accept the grant on behalf of the Town.

Section 2. The Board of Trustees agrees to procure up to \$20,000 of matching funds, either in-kind or from its general fund, and because this grant awarded calls for reimbursement of costs incurred, to pay in advance for and seek reimbursement from grant funds pursuant to the terms and conditions of the award up to \$100,000.

Section 3. The Board of Trustees authorizes the Town Manger to takes such action as may be necessary to accept the grant and complete the project pursuant to the terms and conditions thereof.

Section 4. The Mayor, Town Manager, Town Clerk, and staff are hereby authorized and directed to execute all documents and do all other things necessary on behalf of the Town to accept the implement the grant and complete the grant project.

Section 5. All action heretofore taken in furtherance of the purposes of the Grant and project are hereby ratified and confirmed.

Section 7. This Resolution shall be in full force and effect from and after the date of its

passage and approval.

PASSED AND ADOPTED June 26, 2023.

Mayor Leigh Reeves

ATTEST:

Town Clerk Tammy Neely



COLORADO

Parks and Wildlife

Department of Natural Resources

June 21, 2023

Town of Dolores
Ken Charles
Town Manager
P O Box 630
Dolores, CO 81323

Dear Montelores Coalition, Town of Dolores, and Ken Charles,

Colorado Parks and Wildlife (CPW) would like to thank you for submitting an application to participate in the Colorado Outdoor Regional Partnerships Initiative (RPI). Please accept this letter as formal approval of your grant application for funding for the Montelores coalition. CPW presents Montelores with a 24 month grant in the amount of \$100,000.

This funding is to support new and existing regional partnerships whose work aligns with the Colorado Outdoor Partnership's (CO-OP) [state-level vision](#) while advancing the development of local and regional planning elements to inform Colorado's Outdoors Strategy, a collaborative vision for conservation, climate resilience, and sustainable recreation, in accordance with [Executive Order B 2020 008](#).

The term of this grant is approximately 24 months and it will expire on June 30, 2025.

Participation in the Regional Partnerships Initiative is long term and CPW intends to provide sustainable support for selected coalitions that meet program criteria.

In order to release grant funds, please reply to this email and include:

1. A statement that shows your formal acceptance of the grant and the below terms by July 10, 2023. If you have a different fiscal agent, both parties must accept the grant and terms.
2. A copy of your organization or fiscal sponsor's W-9 dated **July 2022** or after.
 - a. **Please note:** Funds will be disbursed to the address listed on the fiscal agent organization's W-9, if the fiscal agent address above does not match the address on the W-9, please advise so CPW can edit the address above and ensure payment is not delayed. If you would like to set up Electronic Funds Transfer payment, please contact Jody Kennedy via [email](#).
3. Proof of insurance
 - a. Workers Compensation and Employers Liability Policy (subrogation waiver needed)
 - b. Certificate of Liability Insurance (additional insurance and subrogation waiver needed)
 - c. Automobile Insurance Policy (if applicable) (subrogation waiver needed)

This is a reimbursable grant. Please note that in accordance with state fiscal rules, CPW can not reimburse for work completed or goods ordered prior to the date on the CPW contract agreement.

The next step in receiving grant funds is the contracting phase. You will be contacted by a Contract Administrator within CPW's Procurement, Contracts, and Legal Services Office after CPW receives the proper W-9 and insurance information and enters it into the state system. If you are unable to incur

costs and be reimbursed, please contact Jody Kennedy via [email](#) with your need for a limited advance payment and provide a justification.

You are receiving this grant under the Capacity category. These funds are for administration and capacity building of your coalition and progress toward developing a regional conservation and recreation plan. To support program success, CPW requests that you consult with established Regional Partnerships to learn from past experiences. Grant reports should demonstrate steps toward capacity building and engagement with broad outdoor interests including government and nongovernment organizations.

GRANT REPORTING

- Grant recipients must submit **invoices and semi-annual grant reports** providing the status of their partnership and progress made to CPW's Regional Partnership Program Manager, Jody Kennedy, at jody.kennedy@state.co.us.
 - **Progress reports** are due on December 1, 2023, June 1, 2024, and December 1, 2024. A **Final Report** is due by June 1, 2025. All reports should address the following topics:
 - A narrative describing the status of the work required under the scope of the project agreement, including progress toward the stated criteria in the Regional Partnerships Initiative grant application including Wildlife & Natural Resources, Sustainable Outdoor Recreation, Collaboration, and Public Comment & Involvement.
 - A list of sectors/interest areas represented on standing coalitions/committees and engaged through broader outreach efforts (i.e. sportspersons, agricultural production, motorized/non motorized recreation, conservation and federal/state/local/tribal government) with consideration for engaging with underrepresented communities.
 - Progress made toward developing a regional plan with consideration for how this effort will contribute to Colorado Outdoor's Strategy. Final report should include a final (or close to final) regional Conservation and Recreation plan.
 - A list of grant funds expended (e.g. vendor, amount, date, description of services).
 - The percent of work completed and percentage of work billed along with an explanation of any delays, cost overruns, or other similar problems encountered and their expected impact on the project.
 - A statement as to whether the project is on schedule, ahead or behind, and why. If no activity has occurred within the reporting period, an explanation should be given in detail.

INVOICING

- Grant recipients may submit **invoices** with their reports or at any time during their grant term. Invoices should be submitted by email to Jody Kennedy, at jody.kennedy@state.co.us with "invoice" stated in the subject line. Invoices must contain the following information:
 - Grantee Name
 - Project Number (POGG1)
 - Total Grant Amount Received
 - Grantee or fiscal sponsor address **that matches the submitted W-9**
 - CPW recipient and address: Jody Kennedy, CPW, 6060 Broadway, Denver CO 80216

COLLABORATION

- Grant recipients are requested to be involved in the Colorado Outdoor Partnership (CO-OP) and Regional Partnership Initiative (RPI), including:
 - Annual attendance at the Outdoor Partnership Summit.
 - Consistent interaction with CPW and members of the CO-OP and recommended participation in quarterly CO-OP meetings.
 - Collaboration and communication with other Regional Partnerships including participation in monthly RPI Leads meetings.

CPW reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if such action is necessary. Conditions for grant termination include but are not limited to (1) not complying with the terms and conditions of the grant; (2) lacking in performance and not achieving grant results; (3) protecting the purpose, objectives, and integrity of the Colorado Outdoor Regional Partnerships Initiative.

Congratulations on your successful grant application and the best of luck as you collaboratively work to solve conservation and recreation challenges!

Sincerely,



Jody Kennedy
Regional Partnership Program Manager
Colorado Parks and Wildlife

**Town of Dolores
Resolution No R540
Series 2023**

A RESOLUTION ADOPTING A PROCUREMENT POLICY

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

WHEREAS, the Town of Dolores wishes to adopt a Procurement Policy to establish a fair and consistent procedure for procurement of goods and services in order to obtain the best value for the Town; and,

WHEREAS the Town of Dolores finds that the policy attached hereto as Exhibit 1 meets these goals and will provide guidance for Town staff when procuring goods and services for the Town.

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

1. The procurement policy attached hereto as Exhibit 1 captioned Purchasing Policy & Purchasing Card Program Requirements is hereby approved and adopted by the Board of Trustees;
2. This policy shall apply to the procurement of all goods and services in excess of \$5,000.00 for the Town;
3. This policy does not apply to the procurement of goods and services that are (a) under said threshold amount; (b) which are deemed necessary during a declared emergency or disaster; (c) nor to contracts for statutory officers including the Town Clerk, Marshal, Treasurer, Manager, Attorney, or Municipal Judge.

Passed, adopted and approved June 26, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

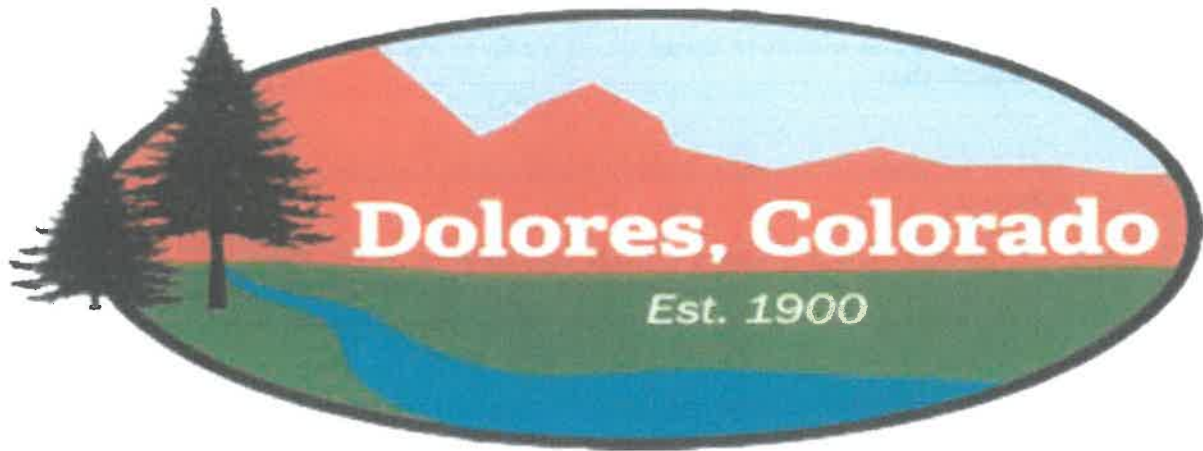
Attest: _____, Town Clerk Tammy Neely

6/6/2023
Town of Dolores

Purchasing Policy & Purchasing Card Program Requirements

TOWN DOLORES, CO

Purchasing Policy & Purchasing Card Program Requirements



OBJECTIVE

The Town of Dolores is funded by tax dollars. As such, the Town's purchasing policies and procedures have been established to ensure that tax dollars are spent in the most economical way. The Town uses competitive means for the purchase of all products and services whenever possible; and believes in open, fair competition. The purchasing levels in this policy are subject to annual review and may be increased based on inflation and other economic factors.

USE OF POLICY

This policy and awards of bid provisions herein are solely for the fiscal responsibility and benefit of the Town of Dolores, and confer no rights, duties or entitlements to any bidders or proposers. The Town Board of the Town of Dolores, Colorado, determines the level of expenditures permitted for each Town department by adoption of the annual budget. Approval of an annual budget for any Town department is neither a permit nor a directive to expend allocated funds. All purchases by any Town department must be justified by a present need or a need reasonably foreseeable in the future. Purchases of goods and/or services will not be made solely because funds are available.

BIDDING POLICY

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, to meet Colorado statutory requirements and to promote competitive prices from vendors for the purchase of capital equipment and other items of significant monetary value. The Town Manager reserves the right to call for formal or informal bids without regard to amount. As used herein, "bidding" shall include requests for bids, requests for proposals and/or requests for qualifications. All purchases of goods of \$5,000 and over shall require formal bidding procedures unless otherwise required by statute or Town Code.

All formal bids shall be published at least two (2) times in a newspaper of general circulation in the Town. The last publication shall not be more than ten (10) days or fewer than five (5) days prior to the date set for the opening of bids. In addition to publication, the formal bid must be posted on the Town's formal website at <https://townofdolores.colorado.gov/>

All requests for formal bids shall be reviewed and approved by the Town Manager's Office prior to publication.

Steps to complete a formal bid: (unless otherwise stated responsibility falls on requesting department)

1. Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below.
2. Prepare all bid documents required by the formal bid and public notice. All bid documents become public information upon completion of the bid opening. Bid documents shall contain the following information:
 - Where the bidder can obtain bid documents
 - Any costs of bid documents
 - Bid submittal deadline
 - Date, time and location of bid openings
 - Any bond and/or insurance requirement
 - Any special requirement
 - A statement to the effect that the Town reserves the right to reject any and all bids, and to accept the bid deemed to be the most reliable and responsible bidder

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- General conditions
- Minimum specifications
- Bid proposal form
- Delivery date or completion date
- Period of bid validity

3. If any bonds, insurance or contracts are required or are waived, obtain Town Attorney's approval. See bonding and insurance requirements listed below.

4. Department Directors will be responsible for obtaining at least 3 bids/proposals if available. If three (3) bids/proposals are not obtained, valid justification must be provided and approved by the Town Manager.

5. Conduct the public bid opening per the advertised bid opening date. Any bids received after the specified time will be returned to the bidder. These bids may need to be opened in order to process a return bid.

6. Evaluate the bid results and determine which bid serves the Town's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid.

7. Prepare a Town Board report.

8. Obtain Town Attorney approval on all bids requiring bonds, insurance or contracts prior to the Town Board meeting.

9. Upon Town Board's award of bid, notify all bidders of the results, complete Purchase Requisition and forward to the Administration Department.

10. Obtain signatures on all contracts.

11. Town Manager or Town Treasurer issues a Purchase Requisition.

Bonding Requirement:

Bonds shall be executed on forms prescribed or approved by the Town Manager based on review by the Town Attorney as to form and State of Colorado law. Normally, bonding should be used only on critical or complex purchasing actions. The purchaser may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique Town specifications, to be exempt from bonding requirements. Some examples of bonds are:

1. **Bid Bonds:** The bid bond requirement may be satisfied by receipt of a certified bank check or a bid bond. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond should be in an amount equal to at least 10% of the vendor's bid price.

2. **Performance Bonds:** A performance bond, satisfactory to the Town, may be required for all contracts awarded in excess of \$50,000. The performance bond shall be in amount equal to one hundred percent (100%) of the price specified in the contract, or any other higher amount determined by the Town Manager to be in the best interest of the Town.

3. **Payment Bonds:** A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all

contracts awarded in excess of \$50,000. The payment bond shall be in an amount equal to at least one hundred percent (100%) of the price specified in the contract or any other higher amount determined by the Town Manager to be in the best interest of the Town.

Insurance Requirement:

All bids shall require the contractor to provide certificates of insurance with the Town named as additional insured, for the following insurance coverages and amounts:

General Liability

\$1,000,000 each occurrence

\$2,000,000 general aggregate

Automobiles

\$1,000,000 combined single limit

Additional Considerations:

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits
- The bidder's experience, reputation, efficiency, judgment, and integrity
- The quality, availability, and adaptability of the supplies or materials bid
- Bidder's past performance
- Sufficiency of bidder's financial resources to fulfill the contract
- Bidder's ability to provide future maintenance and/or service
- Other applicable factors as the Town determines necessary or appropriate. (Such as compatibility with existing equipment or hardware)
- If a bid other than low bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the Town

PURCHASING POLICY

All purchases must be made with funds that have been appropriated by the Town Board for the intended purpose. To the greatest extent possible, purchases shall be made in accordance with funds budgeted for that purpose. The Town Board and/or Town Administrator may, from time to time, restrict any or all budgeted purchases if there is a shortage of available cash. Vendor quotations for materials, equipment, services, and supplies may be rejected on the basis of inferior quality or unacceptable delivery time. Quotes may be provided by vendors verbally, but must be followed by written confirmation. Documentation of all written quotations shall be forwarded to the Town Treasurer, where a master file of quotations will be maintained. It shall be the policy of the Town of Mancos to seek a minimum of three written quotes wherever possible. These can be provided in fax or email form from the potential vendor. If reasonable attempts are made by the department head to obtain quotes from vendors and is unable to obtain three quotes due to the unresponsiveness of vendors contacted or the lack of potential vendors for the product or service, this requirement may be waived by the Town Administrator, in consultation with the appropriate department head. All commonly used materials, supplies and equipment will be standardized as much as possible for better prices through quantity (bulk) purchase of fewer varieties of material and to increase proficiency in the Town evaluation of product performance. Selection of specific products that have been rated high in product performance evaluations may be classified as best buy.

Sole Source Purchases:

It is the policy of the Town of Dolores to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. These purchases should be used if it is in the best interest of the Town.

Local Vendor Preference:

To encourage purchasing within the Town of Dolores, it is the policy of the Town of Dolores to recognize and solicit quotes from local vendors. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however all purchasing ordinances and policies as well as any other Town award factors still apply. To be considered within this policy, local vendors must have a current valid business registration or sales tax license on file with the Town of Kersey.

In an event where it may be prohibited as a condition of any grant, or violation of law, the local vendor preference may not be applied.

Purchases During Emergency or Disaster Conditions:

In the event of local disaster declared by the Town pursuant to C.R.S. (Section 24-32-2109), the Town shall comply with this Purchasing Policy to the extent practicable. Purchase orders, requisition forms, and other forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of health and safety may be ratified after acquisition when a delay in acquiring the goods or services will cause immediate risk to health and safety. Goods and services necessary for the immediate preservation of health and safety during the event of a local disaster shall not require compliance with bidding or advertising requirements set forth in this Policy, and may be awarded on a sole-source basis.

Non-Budgeted Purchases:

Any non-budgeted purchase over \$500 shall receive prior approval from the department head, Town Treasurer, and Manager.

Employee Reimbursements

Employees may be reimbursed for out of pocket expenses via check with an approved "Request for Reimbursement." Generally, employees should not payout of pocket for expenses, but should utilize Town accounts established with vendors for supplies and services wherever possible.

PURCHASING CARD PROGRAM

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions. The Program is designed to shorten the approval process and reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The goal of the Program is to:

- Reduce the cost of processing small dollar purchases
- Receive faster delivery of required merchandise
- Simplify the payment process

Card Issuance:

The cardholder will complete a cardholder application form, which will then be signed by the supervisor and the Town Treasurer or designee. By signing the application form, the cardholder agrees to adhere to the guidelines established in the Cardholder Agreement. The cardholder is the only person entitled to use the card and the card is not to be used for personal use. Use of the card for personal use may result in discipline up to and including termination. As each purchasing card is linked to a specific cost center and individual employee, the card cannot be transferred from one employee to another.

Limitations and Restrictions:

There are different credit limits to each card. There also is a single transaction limit placed on the card, which means the card will be declined if the cardholder attempts to purchase more than this set amount at one time. A purchase may not be split to avoid the single transaction limit. All requests for changes in limitations and restrictions must be made through the cardholder's supervisor to the Town Treasurer.

Unauthorized Purchases:

- Items for personal use
- Any single transaction exceeding transaction limits
- Fuel for personal vehicle
- Items requiring a requisition and purchase order
- Leased equipment
- Dividing an order to satisfy authorized transaction limits
- Purchase or travel outside of the United States

Lost or Stolen Cards:

Keep the Purchasing Card in a secure location. It needs to be accessible only to the cardholder. **If the Purchasing Card is lost or stolen, notify the Town Treasurer immediately at 970-880-7720.** The Town Treasurer will follow up through written notice of the lost or stolen card. Only through both the verbal and written notice is the liability for unauthorized purchases reduced for the Town of Dolores. Should the Town Treasurer not be available, it is the responsibility of the card holder to immediately contact the issuing company to report the loss.

Reconciliation and Payment:

The Town Treasurer or Town Manager will audit your receipts with the statement and authorize the payment and the accounting codes.

Cardholders are to review the monthly statement of account for accuracy, including transactions, amounts, and provide accounting codes.

Charges will be expended to the cardholder's department by the Town Treasurer using the account information on the statement provided by the cardholder.

Disputed or Fraudulent Charges:

If there is a discrepancy between the records and the statement, the issue needs to be addressed immediately. Depending on the type of discrepancy, the cardholder will need to contact either the merchant or your Department Manager to resolve the disputed transaction.

If the cardholder believes the merchant has charged the account incorrectly or there is an outstanding quality or service issue, the first contact shall be with the merchant to try to resolve the error or problem. If the matter is resolved directly with the merchant, and the error involves an overcharge, a credit adjustment should be requested and to appear on the next statement. If the merchant disagrees that an adjustment is necessary, the cardholder should immediately contact the Department Director who will work to resolve the dispute. If the dispute is not resolved to the cardholder's satisfaction, and the cardholder believes that he or she has been unfairly treated by the merchant, the cardholder must notify the supervisor with the relevant details.

Any fraudulent charge, i.e., a charge appearing that was not authorized, must be reported immediately to the Town Treasurer. Prompt reporting of any such charge will help to prevent the Town from being held responsible.

Sales and Use Tax:

The Town of Dolores is tax exempt. The sales tax exemption number may be printed on the front of the card. If you happen to pay tax on a purchase, you will be responsible to reimburse the Town of Dolores for the taxes paid.

Loss of Privileges:

Failure to comply with the requirements of the User Manual will result in immediate revocation of the Purchasing Card privileges. Privileges can be restored **one time only** after a six-month waiting period following the loss of privileges. The restoration of privileges must be requested by the department director and will require a new Purchasing Card User Agreement. Any subsequent loss of privileges may be permanent.

ACCOUNTING POLICY

The Town will review its accounting system on an annual basis and make recommendations for the improvement or adjustment of the system. An annual audit will be performed by an independent certified public accounting firm, which will issue general purpose financial statements and bond representations. Full disclosure will be provided in the annual financial statements and bond representations. Treasurer/Finance Manager will provide the board with a Treasurer's Report on a monthly basis in order to provide an update on the Town's financial status.

REVENUE POLICY

The Town will maintain a budgetary control system to help it adhere to the budget. The Town Treasurer will prepare monthly status reports comparing actual revenues and expenditures to budgeted amounts. The Town will strive to pay prevailing market rates of pay to its employees. Prevailing market rate is defined to include both salary and fringe benefits. The Town should not incur an operating deficit. Revenues and beginning fund balance should always be greater than expenditures. The Town will pay for all operational expenditures with current revenues and available Fund