



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING

JULY 24TH 2023, 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>

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: Application for a Hotel/Restaurant Liquor License located at 715 Railroad Avenue Steakout Fine Meats and Cocktail/KKV Restaurant LLC, Broc and Drake Smith. Action is required to be approved after the hearing.

10. ACTION/APPROVAL OF RESOLUTIONS/ORDINANCES:

10.1 Action/Approval First reading of Ordinance 566 Series 2023 to amend the Dolores Land Use Code to promote Affordable Housing.

10.2 Action/Approval Resolution R542 Series 2023, authorizing a mail ballot election on November 7th 2023, and setting forth other details relating thereto.

10.3 Action/Approval Resolution R543 Series 2023, of the Planning and Zoning Commission recommending changes to the Dolores Land Use Code to promote Workforce Housing.

10.4 Action/Approval Resolution R544 Series 2023, Board of Trustees take formal action to give notice to the County Clerk of Montezuma County, Colorado to participate in the coordinated election on November 7th, 2023.

10.5 Action/Approval Resolution R545 Series 2023, Approving the 2022 Auditors Report.

10.6 Action/Approval Resolution R546 Series 2023, Imposing an open flame fire ban.

10.7 Action/Approval Resolution R547 Series 2023, appointing town manager and approving contract of employment.

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11. FUTURE AGENDAS:

- **P&Z meeting.** August 1st, 2023
- **Parks meeting:** August 10th, 2023
- **Board meetings:** August 14th, 2023, and August 21st, 2023

12. ADJOURNMENT

Montezuma County Sheriff's Office

Steven D. Nowlin – Sheriff

730 East Driscoll
Cortez, Colorado 81321

Telephone 970-565-8452
FAX 970-565-3731
www.montezumasheriff.org

July 10, 2023

To: Dolores Town Board

Subject: Retail Liquor License Application-Steakout, KKV Restaurant LLC.

Dear Dolores Town Board,

On June 20, 2023, a Colorado Retail Liquor License Application was submitted to the Town of Dolores by applicants Broc Smith, DOB/ 11-14-87, and Drake Smith, DOB/ 10-15-89, DBA Steakout Fine Meats and Cocktails, indicating ownership of the business identified as KKV Restaurant, Limited Liability Corporation, requesting a Colorado Liquor License, at the business location of 715 Railroad Avenue, Dolores, Colorado.


A requested alcohol permitted area diagram was provided, and an interior and exterior inspection of this business was conducted on July 3, 2023. An outside deck area located on the north side of the building with entrance from the interior bar area has been requested to be part of the alcohol permitted area. Noted during the inspection was that a physical barrier be erected around the outside deck area to prohibit any alcohol from leaving or entering the requested permitted area. The applicants were advised of this needed barrier and are in the process of having this barrier constructed. A subsequent inspection will be completed after required barrier has been constructed.

An upper deck with stairs that leads from the ground to the upper deck is not included in the permitted area as it accesses the business office only.

A check for criminal history and/or current court actions in the State of Colorado and through the National Crime Information Center on applicants Broc Smith (DOB/ 11-14-87), and Drake Smith (DOB/ 10-15-89) revealed past misdemeanor criminal and/or traffic violation cases. No felony convictions and no current criminal or traffic cases are pending.

No neighborhood canvas was conducted as this location has been a business location for years with past liquor license by previous owner.

Respectfully submitted as appointed Dolores Town Marshal,


Steven D. Nowlin, Sheriff
Montezuma County, Colorado

NOTICE

**PURSUANT TO THE LIQUOR LAWS OF
COLORADO**

**KKV RESTAURANT LLC/THE STEAKOUT
FINE MEATS & COCKTAILS**

**HAS REQUESTED THE LICENSING
OFFICIALS OF THE TOWN OF DOLORES
TO ISSUE A HOTEL/RESTAURANT LIQUOR
LICENSE, LOCATED AT 715 RAILROAD
AVENUE IN DOLORES COLORADO**

**Comments can be made at the Town Board
meeting on JULY 24TH, 2023 @ 6:30 p.m. or
by attending virtually.**

<https://townofdolores.colorado.gov>

420 Central Avenue.

Or Contact Tammy Neely

Phone 970-882-7720 x 1002

tammy@towndolores.com

Colorado Liquor Retail License Application

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> Master file					
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor					
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)					
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation KKV Restaurant, LLC					FEIN Number 92-3765609
2a. Trade Name of Establishment (DBA) The Steakout Fine Meats and Cocktails				State Sales Tax Number 95858192	Business Telephone 970-676-1205
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 715 Railroad Ave.					
City Dolores		County Montezuma		State CO	ZIP Code 81323
4. Mailing Address (Number and Street) P.O. Box 215		City or Town Dolores		State CO	ZIP Code 81323
5. Email Address brocgst@yahoo.com					
6. If the premises currently has a liquor or beer license, you must answer the following questions					
Present Trade Name of Establishment (DBA)		Present State License Number		Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees*					
<input checked="" type="checkbox"/> Application Fee for New License.....\$1,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00 <input type="checkbox"/> Application Fee for Transfer.....\$1,100.00					
Section B Liquor License Fees*					
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City).....\$308.75 <input type="checkbox"/> Arts License (County).....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City).....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County).....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50					
Section B (Cont.) Liquor License Fees*					
<input type="checkbox"/> Liquor-Licensed Drugstore (County).....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City).....\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County).....\$500.00 <input type="checkbox"/> Manager Registration - H & R.....\$30.00 <input type="checkbox"/> Manager Registration - Tavern.....\$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$30.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City).....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00					
* Note that the Division will not accept cash					
Questions? Visit: SBG.Colorado.gov/Liquor for more information					
Do not write in this space - For Department of Revenue use only					
Liability Information					
License Account Number	Liability Date	License Issued Through (Expiration Date)			Total \$


Application Documents Checklist and Worksheet

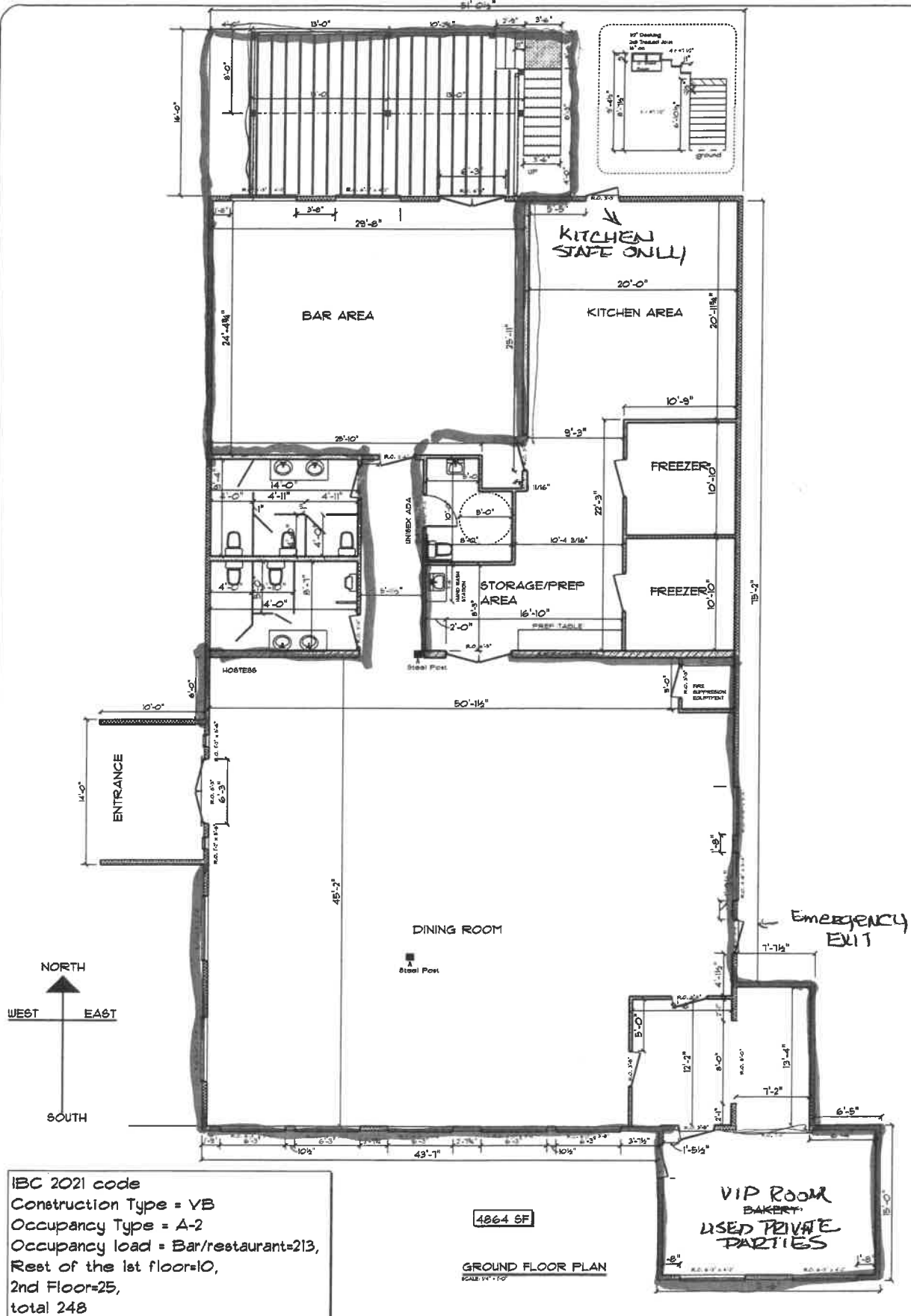
Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	<input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II. Diagram of the premises	<input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	<input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV. Background information (DR 8404-I) and financial documents	<input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor/husband and wife partnership (if applicable)	<input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	<input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII. Partnership applicant information (if applicable)	<input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII. Limited Liability Company applicant information (if applicable)	<input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	<input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name	Type of License	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		
		<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		
		<input type="checkbox"/> <input checked="" type="checkbox"/> or
Waiver by local ordinance?		<input type="checkbox"/> <input type="checkbox"/>
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
		<input type="checkbox"/> <input type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
		<input type="checkbox"/> <input type="checkbox"/>
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		
		<input type="checkbox"/> <input type="checkbox"/>
b. Are you a Colorado resident?		
		<input type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		
		<input type="checkbox"/> <input type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		
<input type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input type="checkbox"/>
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord	Tenant	Expires
KKV Development, LLC	KKV Restaurant, LLC	June 2028
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		
		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name	First Name	Date of Birth
Last Name	First Name	Date of Birth
FEIN or SSN	Interest/Percentage	
FEIN or SSN	Interest/Percentage	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		
Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name	Type of License	Account Number		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/> If "yes" a copy of license must be attached.				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation <div style="float:right; text-align:right;">Yes No</div> a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/> b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/> c. How long has the club been incorporated? d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/>				
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input type="checkbox"/>				
22. Campus Liquor Complex applicants answer the following: a. Is the applicant an institution of higher education? <input type="checkbox"/> <input type="checkbox"/> b. Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> <input type="checkbox"/> If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <div style="float:right; text-align:right;">Yes No</div> <input type="checkbox"/> <input type="checkbox"/>				
25. Related Facility - Campus Liquor Complex applicants answer the following: <input type="checkbox"/> <input type="checkbox"/> a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information. <div style="float:right; text-align:right;">Yes No</div> a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> <input checked="" type="checkbox"/>				
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Drake Smith	16256 Road 28.8, Dolores, CO 81323		Owner	50
Name	Home Address, City & State	DOB	Position	%Owned
Broc Smith	18440 Hwy 145, Dolores, CO 81323		Owner	50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
<p>Oath Of Applicant</p> <p>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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>		
Authorized Signature 	Printed Name and Title Bob Smith Manager	Date 6-20
<p>Report and Approval of Local Licensing Authority (City/County)</p>		
Date application filed with local authority 6-20-23	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 7-24-2023	
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input checked="" type="checkbox"/> Fingerprinted</p> <p><input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p> <p><input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>		
Local Licensing Authority for		Telephone Number <input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date



IBC 2021 code
 Construction Type = VB
 Occupancy Type = A-2
 Occupancy load = Bar/restaurant=213,
 Rest of the 1st floor=10,
 2nd Floor=25,
 total 248

4864 SF

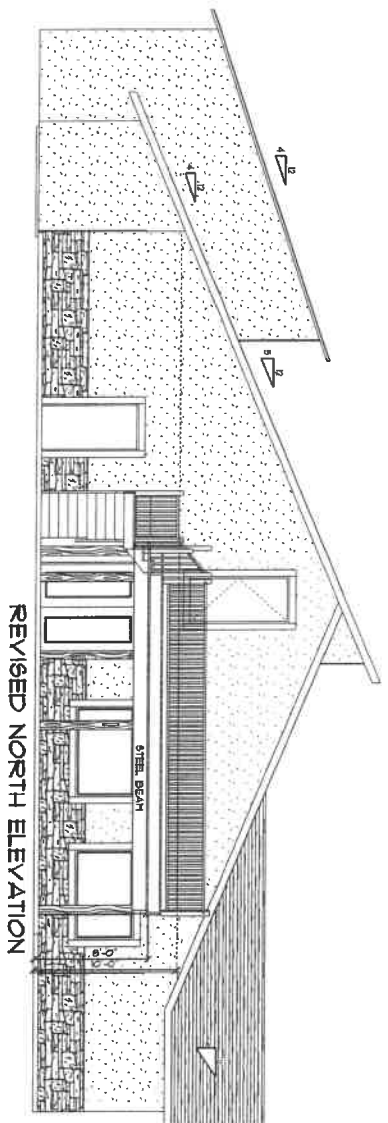
GROUND FLOOR PLAN
 SCALE 1/4" = 1'-0"

PAGE 3
 REVISED 2/22/2023

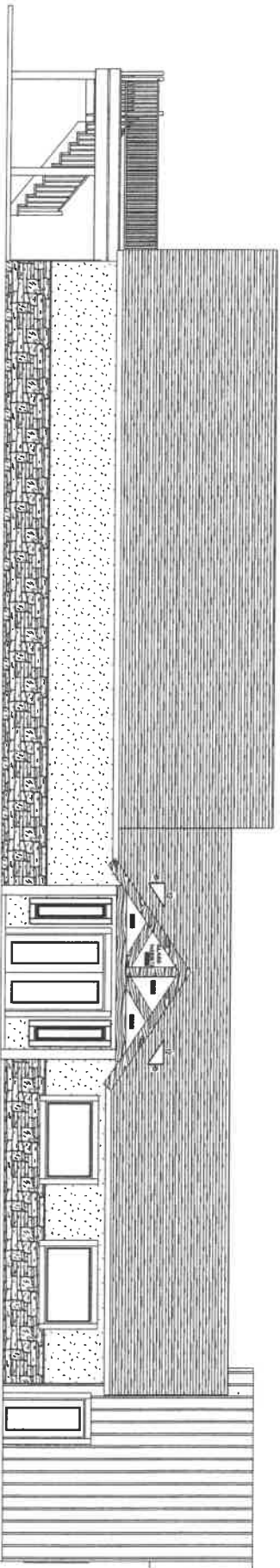
Storys Drafting & Design LLC
 2505 E Main St, Cortez Colo
 970. 739. 9684
 storysdrafting@live.com

PONDEROSA RESTUARANT
 715 RAILROAD AVE.
 DOLORES COLO

These general drawings are not produced by an Architect or Engineering firm. Before construction customer should consult a contractor or an architect to determine if these drawings need to be changed to satisfy 1) state or local building codes/regulations; 2) the projects structural requirements; or 3) existing conditions specific to the site. Storys Drafting & Design, LLC assumes no responsibility for claims or damages arising from errors, omissions, deficiencies or defects for the drawings.



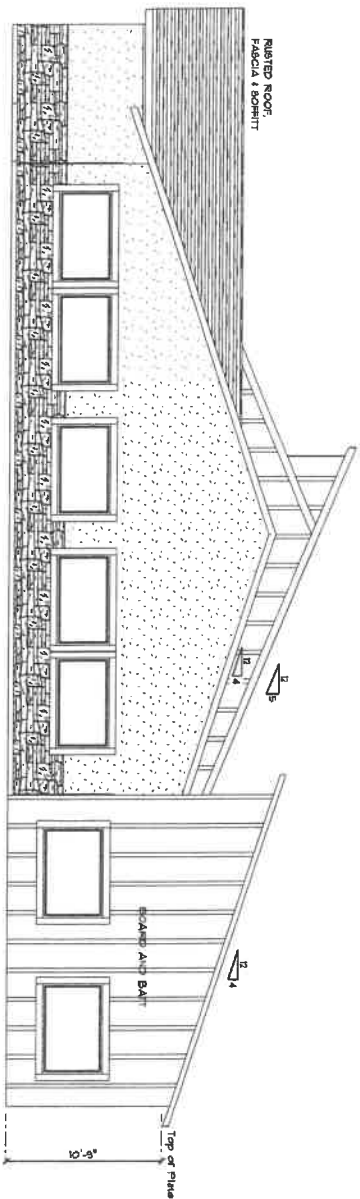
REVISED NORTH ELEVATION



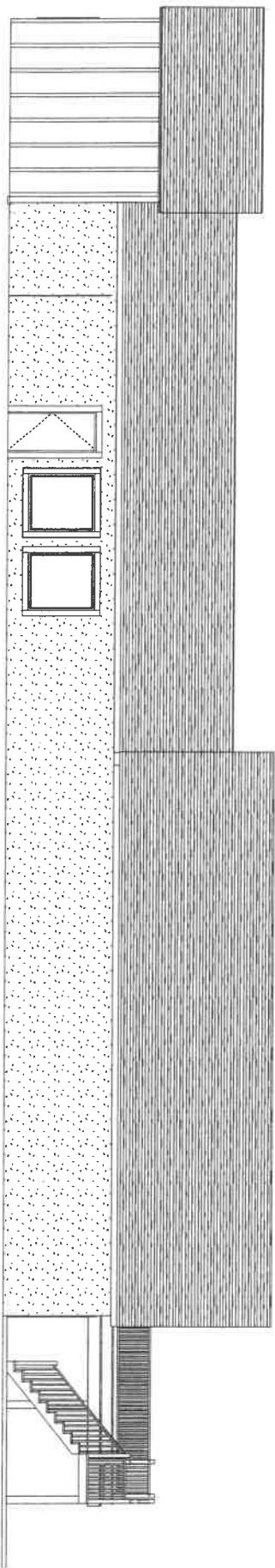
REVISED WEST ELEVATION

Stamps Drafting & Design LLC
2505 E Main St. Cortez Colo
970. 739. 9684
stampsdrafting@live.com

PONDEROSA RESTAURANT
715 RAILROAD AVE.
DOLORES COLO



REVISED SOUTH ELEVATION



REVISED WEST ELEVATION

Storj's Drafting & Design LLC
 8505 E Main St, Cortez Colo
 970. 739. 9684
 storjshdring@live.com

PONDEROSA RESTUARANT
 715 RAILROAD AVE.
 DOLORES COLO

These general drawings are not produced by an Architect or Engineering firm. Before construction customer should consult a contractor or other professional to determine if these drawings need to be changed to meet local codes and regulations. Storj's Drafting & Design, LLC assumes no responsibility for claims or damages arising from errors, omissions, deficiencies or delays for the drawings.

COMMERCIAL LEASE

THIS LEASE is made and entered into 20 day of June, 2023 by and between KKV DEVELOPMENT, LLC of 715 Railroad Ave., Dolores, Colorado 81323, ("Lessor") and KKV RESTAURANT, LLC whose mailing address is P.O. Box 215, Dolores, Colorado 81323, ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of the described commercial real property and improvements situated in Montezuma County, Colorado, and desires to lease same, and whereas Lessee desires to lease said property from Lessor for a Restaurant, and

NOW, THEREFORE, Lessor for and in consideration of covenants and conditions set forth herein, Lessor does hereby let, demise and lease unto Lessee the hereinafter described property upon the following rentals, terms, covenants and conditions, and Lessee hereby accepts said Lease upon said terms, rentals, covenants and conditions.

PROPERTY LEASED:

LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 9, TOWN OF DOLORES, COLORADO, AND LOTS 1, 2, 3, BLOCK 3, OF SOUTHERN SUBDIVISION TO THE TOWN OF DOLORES COLORADO, THE PLATS OF WHICH WERE FILED IN THE OFFICE OF THE CLERK AND RECORDER.

The property commonly known as 715 Railroad Avenue Dolores, CO 81323
Assessor's Parcel No.: 5359-103-16-002

AND

Lots 1, 2, 3, 4, and 5 Block 21, Town of Dolores, as per the plat of record in the office of the Clerk and Recorder.
THE SUBJECT PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT.

The property commonly known as 207 S. 3rd Street Dolores, CO 81323
Assessor's Parcel No.: 5359-094-14-003

TERM OF LEASE: The term of this lease shall be for a sixty (60) month period, commencing on June 15, 2023 and ending on June 14, 2028, unless sooner terminated by the parties as herein provided.

OPTIONS TO RENEW LEASE: For and in consideration of the covenants and conditions contained herein, Lessee shall be allowed to renew this Lease for an additional five-year term so long as the property is continuously used for a commercial vacation rental business and all terms and conditions of this agreement are satisfied.

PAYMENT: Rent for this lease shall be a total of \$ 30,000.00 payable in monthly installments of \$ 500.00. Payments shall be due on the fifteenth (15th) day of each month. Any payment received after the twentieth day of any month shall be subject to a \$250.00 late fee. Lessee's rent obligation begins June 15, 2023.

This Lease shall be a triple net lease such that Lessee shall be solely responsible for the costs of all insurance, maintenance, repairs, utilities, and taxes associated with the rental premises. So long as Lessee complies with all terms and conditions of this Agreement, there shall be no rental payments due and owing from Lessee to Lessor.

IMPROVEMENTS: Lessee shall be solely responsible for remodeling and making improvements to the premises as may be necessary and appropriate for the uses contemplated by Lessee.

REPAIRS AND MAINTENANCE: Except as otherwise provided herein, Lessee shall at its sole cost and expense make all necessary repairs and maintenance to all portions of the demised premises as well as any personal property or equipment located in said building including, but not by way of limitation, any signs desired on the outside of said building. Said repairs and maintenance shall include, but not by way of limitation, the repair of all fixtures, plumbing, and electrical. Such repairs and replacements shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. On default of the Lessee in making such repairs or replacements, the Lessor may, but shall not be required to, make such repairs and replacements for the Lessee's account, and the expense thereof shall constitute and be collectible as additional rent.

Lessee shall be responsible for upkeep and maintenance of the exterior portions of the building, including foundation, the roof and any structural or exterior walls, and shall further be responsible for the maintenance and upkeep of the sidewalks, driveways and exterior parking areas, including, but not by way of limitation, ice and snow removal.

INSURANCE: Lessee shall, at all times during the term of this Lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Lessee against liability for injury to or death of persons or loss or damage to property occurring in the demised premises with limits of coverage at least \$500,000.00 per person and \$1,000,000.00 per occurrence.

Lessee agrees to indemnify and hold harmless Lessor against any and all claims, debts, demands and obligations which may be made against Lessor or against Lessor's title in the premises, arising out of, or in connection with, any alleged act or omission of Lessee or any person claiming, under, by and through Lessee.

Lessee shall provide a copy of said insurance to Lessor within 7 days of signing this Lease and shall keep the same in full force and effect during the duration of said Lease.

Lessee agrees to maintain in force a Fire and Hazard insurance policy upon the demised premises at all times during the term of this Lease. Lessor shall be the loss beneficiary pursuant to

the provisions of said policy.

Lessee agrees to maintain in force a policy of insurance covering Lessee's contents and equipment. Lessee shall be the loss beneficiary pursuant to the provisions of said policy.

USE: Lessee stipulates and agrees that the demised premises herein leased shall be used as a restaurant establishment.

Lessee further stipulates and agrees to comply with all relevant laws, statutes and ordinances and shall make no illegal use of the premises or use same in any way that is likely to impair any insurance policies covering or pertaining to the premises.

UTILITIES: Lessee shall pay all utilities including but not limited to the cost for all water, propane, electricity, gas, telephone and sanitation fees related to Lessee's use of the subject property.

TERMINATION - TIME OF THE ESSENCE: Lessee stipulates and agrees that insofar as payment of rentals as hereinabove provided is concerned time is of the essence thereof and that in the event of any default, for a period of more than thirty days, in payment of any of said rental as above provided that the same shall constitute and be a substantial breach or default under the terms and conditions of this lease and Lessor may, subject to the notice provisions hereinafter provided, declare this Lease terminated by giving written notice to Lessee addressed to Lessee at P.O. Box 215, Dolores, Colorado 81323, by certified mail return receipt requested with sufficient postage thereon and the date of posting of said notice of termination in the United States mail shall constitute date of termination and Lessee stipulates and agrees that Lessee will peaceably surrender and deliver up possession of said demised premises to Lessor and after so delivering said demised premises to Lessor, Lessee's future rights, duties and obligations under this Lease shall cease and terminate.

The parties agree and understand that all improvements and fixtures incorporated into the demised premises shall become the property of Lessor upon termination of this agreement.

RIGHT TO CURE: In the event Lessor determines that Lessee is in default with regard to the payment of rent or with regard to any other provisions, condition or covenant of this Lease Agreement, notice shall be provided in writing to Lessee specifying the event of default and providing Lessee 30 days within which to cure said default.

WAIVERS: No waiver by Lessor or Lessee of any provisions hereof shall be deemed a waiver of any other provision of this Lease or any subsequent breach by Lessee of the same or any other provision.

CONTROLLING LAW: This agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. Any action to enforce the terms of this agreement may be brought in the county and state in which the premises are located.

HOLDING OVER: If Lessee shall continue to occupy and continue to pay rent for the premises after the termination of this Lease with or without the consent of the Lessor and without further written agreement, Lessee shall be a tenant from month-to-month at the monthly rental of the

last full monthly rent payment due pursuant to this Lease and shall be subject to all of the additional rentals, terms and conditions herein set forth, including the option to purchase set forth herein, but except as to the expiration of the term of this agreement.

SEVERABILITY: Should any provision or provisions of this agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

NOTICES: Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by Lessor or Lessee, as the case may be, at the addresses set forth above, or at such other addresses as they have heretofore specified by written notice delivered in accordance herewith.

ATTORNEY FEES: In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises herein named, the non-prevailing party agrees to pay all attorney fees and expenses incurred by the prevailing party.

BINDING AND OBLIGATORY: The parties hereto stipulate and agree that this Lease shall be binding and obligatory upon the parties hereto, its heirs and its personal representatives and that the same shall be executed in original duplicate with each party hereto receiving a fully executed copy thereof.

ENTIRE AGREEMENT: This is the sole and entire agreement between the parties, and no modification hereto will be of any force or effect unless evidenced in writing by both of the parties hereto.

SIGNED and dated this 20th day of June, 2023.

LESSOR:
KKV DEVELOPMENT, LLC



Broc Smith, Manager

LESSEE:
KKV RESTAURANT, LLC

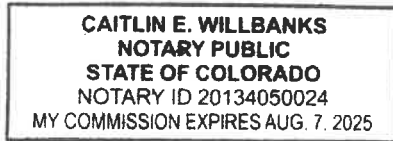


Broc Smith, Manager

[illegible]

The foregoing instrument was acknowledged before me this 20 day of June, 2023, by Broc Smith as Manager of KKV Development, LLC.

My commission expires: Aug 7 2025
WITNESS my hand and official seal.

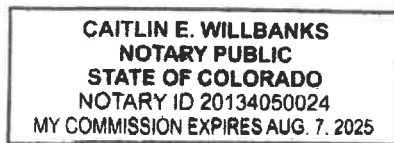


Matthew Wallbanks
Notary Public

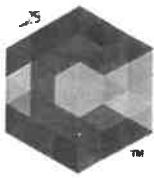
STATE OF COLORADO)
) ss.
County of Montezuma)

The foregoing instrument was acknowledged before me this 19 day of June, 2023, by Broc Smith as Manager of KKV Restaurant, LLC

My commission expires: aug 7 2025
WITNESS my hand and official seal.



Julie E. Wellbach
Notary Public



Colorado Secretary of State

Colorado Secretary of State
ID#: 20231464595
Document #: 20231464595
Filed on: 04/28/2023 09:30:49 AM
Paid: \$1.00

Articles of Organization for a Limited Liability Company filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is KKV Restaurants, LLC

The principal office street address is 715 Railroad Ave.
Dolores CO 81323
US

The principal office mailing address is PO Box 215
Dolores CO 81323
US

The name of the registered agent is Broc Smith

The registered agent's street address is 715 Railroad Ave.
Dolores CO 81323
US

The registered agent's mailing address is PO Box 215
Dolores CO 81323
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Broc Smith
PO Box 215
Dolores CO 81323
US

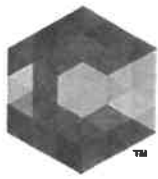
Drake Smith
PO Box 215
Dolores CO 81323
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Kelly R McCabe
22 E Main St
Cortez CO 81321
US



Colorado Secretary of State

Colorado Secretary of State
ID#: 20231464595
Document #: 20231464802
Filed on: 04/28/2023 09:51:53 AM
Paid: \$25.00

Articles of Amendment for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The entity ID Number is 20231464595

The entity name was KKV Restaurants, LLC

The new entity name is KKV Restaurant, LLC

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Kelly R McCabe
22 E Main St
Cortez CO 81321
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

KKV Restaurant, LLC

is a

Limited Liability Company

formed or registered on 04/28/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231464595 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/04/2023 that have been posted, and by documents delivered to this office electronically through 05/05/2023 @ 11:09:18 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/05/2023 @ 11:09:18 in accordance with applicable law. This certificate is assigned Confirmation Number 14938862 .



A handwritten signature in black ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

The Steakout Fine Meats and Cocktails

(Entity ID # 20231464639)

was filed in this office on 04/28/2023 with an effective date of 04/28/2023 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/16/2023 that have been posted, and by documents delivered to this office electronically through 06/20/2023 @ 08:47:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/20/2023 @ 08:47:32 in accordance with applicable law. This certificate is assigned Confirmation Number 15079642 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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

OPERATING AGREEMENT

OF

KKV RESTAURANT, LLC

THIS AGREEMENT of the KKV Restaurant, LLC, hereinafter referred to as The Company, made this 20 day of June, 2023, and Broc Smith and Drake Smith referred to herein as Members.

NOW THEREFORE, the members hereby agree to carry on business as a limited liability company pursuant to the Colorado Limited Liability Company Act under the following terms and conditions:

ARTICLE I

The members agree to carry on the business of The Company in accordance with the Articles of Organization, filed with the Colorado Secretary of State on April 28, 2023 in accordance with the Act above cited.

ARTICLE II

The Company has been formed for any and all legal and legitimate purposes permitted pursuant to the Colorado Limited Liability Company Act.

ARTICLE III

The Company shall commence on April 28, 2023, and shall continue until terminated as hereinafter provided.

ARTICLE IV

The Company shall retain professional and appropriate accounting services and shall direct that its accounting records be maintained by said accountant or accountants according to responsible and consistent accounting practices, and shall report its income for income tax purposes on the cash basis method of accounting.

It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as partnership for Federal and State income tax purposes, but that the

Company not be operated or treated as a partnership for the purposes of the Federal Bankruptcy Code. No Manager or Member shall take any action inconsistent with this intent.

ARTICLE V

The initial capital contributions of the members shall be as follows:

- | | | |
|----|-------------|-----|
| a. | Broc Smith | 50% |
| b. | Drake Smith | 50% |

An individual capital account shall be maintained for each member.

ARTICLE VI

The fiscal year of the Company shall be the calendar year. Net profits and net losses of the company shall be credited or charged as soon as practicable after the close of each fiscal year, to the capital accounts of the members in the following proportions:

- | | | |
|----|-------------|-----|
| a. | Broc Smith | 50% |
| b. | Drake Smith | 50% |

ARTICLE VII

The members hereby agree that any and all non-managerial decisions that are made by the members shall be made jointly with the members having a voice in accordance and in proportion to their percentage of ownership. Fifty-One percent ownership interest based on the capital accounts voting for or against any proposition shall be sufficient to carry the decision. A quorum for purposes of holding any vote shall be seventy-five percent of the total outstanding ownership interest.

ARTICLE VIII

The members hereby agree to retain Broc Smith and Drake Smith as co-managers, hereinafter collectively referred to as Manager, to provide and perform all of the management duties necessary for the smooth and successful operation of The Company. Manager shall perform the following duties and functions:

- a. Manage and operate the business of The Company as directed by the membership.
- b. Maintain and keep a set of books, which can be used by The Company's accountant to perform and prepare all necessary accounting records.

ARTICLE IX

Retirement, death, or insanity of any member shall work an immediate dissolution of The Company except as provided herein.

If any member should desire to retire from The Company during their lifetime, they shall first offer in writing to sell their entire interest to the other members. The offer shall be based on a price determined in accordance with the provisions of the third paragraph of this Article. The selling member may not be compelled to sell less than their full interest. If the offer is not accepted by the other members within 30 days of receipt thereof, the member desiring to withdraw shall have the right to sell their interest to any other person but shall not sell such interest without giving the remaining members the right to purchase such interest at a price and on the terms offered by such other person.

The value of the deceased or retiring member's interest for the purpose of this Agreement shall be an amount equal to the sum of the following items:

- a. The capital amount of the deceased or retiring member's interest as shown by the books of The Company at the end of the last fiscal year before their death or retirement: Plus the decedent's or retiring member's share of the profits, or less the decedent's or retiring member's share of the losses of The Company computed from the beginning of the fiscal year of which their death or retirement occurred to the last day of the month in which his death or retirement occurred, and less all withdrawals during this period, and appreciation to reflect market value according to appraised value, plus any and all appreciation in the portion which is not reflected in The Company's capital accounts, but is in accordance with The Company's market value, which appreciation shall be derived from a competent appraisal.

No value for good will, going concern, firm name, or similar intangibles, shall be included in any such computation of the value of a member's interest.

Upon the death of any member that member's share of The Company shall pass to his surviving spouse, if the member's spouse fails to so survive the member his share shall transfer to his issue by right of representation.

In the event of the retirement, death, or insanity of any member, the surviving members shall have the right to continue business of The Company under its present name in conjunction with any other person, or persons, they may select.

All amounts payable hereunder to a retiring member or to a legal representative of a deceased or insane member shall constitute payment for the interest of such member in The Company property and shall be considered as a distribution of The Company property under Section 736B of the Internal Revenue Code and not a payment of income under Section 736A thereof.

ARTICLE X

The members of The Company shall enjoy limited liability and no member shall be liable to any party, agency, person or company for the alleged improper actions of The Company or of the members while acting within the scope of company business.

ARTICLE XI

The operations of The Company shall be directed by the members. The Manager is hereby directed and authorized to contract with contractors and subcontractors as may be necessary to fulfill the obligations, contracts and duties of the Company all as may be directed by the membership.

ARTICLE XII

1. Checks shall be drawn on The Company bank account for company purposes only and must be signed by the manager. Promissory notes shall require the signature of the manager.
2. The members shall have the right to manage The Company assets in furtherance of The Company purposes as they deem prudent, except as provided in Paragraph 3 of this Article.
3. No member may, without consent of the other members:
 - a. Borrow or lend money on behalf of The Company;
 - b. Execute any mortgage, bond, or lease;

- c. Assign, transfer, or pledge any debts due, except upon payment in full;
- d. Compromise any claim due to The Company or, submit to the arbitration any dispute or controversy involving The Company;
- e. Sell, assign, pledge, or mortgage his or her interest in The Company;
- f. Admit a person as a member;
- g. Do any act that would make it impossible to carry on the ordinary business of The Company;
- h. Confess a judgment against The Company;
- i. Possess The Company property or assign rights in The Company property for other than The Company use; or
- j. Do any act in contravention of this Agreement.

ARTICLE XIII

The Company shall maintain a bank account or bank accounts in such bank or banks as the members may determine.

The books of account shall be open to inspection by any member, or by his or her accredited representative, at any reasonable time.

The members agree that they will execute any further instrument and that they will perform any acts that are or may become necessary to effectuate and to carry on the best interest of the The Company.

ARTICLE XIV

Any notice called for between the Members in this Operating Agreement shall be directed to

the respective addresses or email addresses listed below. If the notice is given via email, the notice is deemed to be effective upon sending.

Broc Smith

brocgst@yahoo.com

Drake Smith

dgsmith5@live.com

A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies, including facsimile copies, taken together shall be deemed to be a full and complete Operating Agreement.

IN WITNESS WHEREOF, the Members have signed this Agreement.

A handwritten signature in dark ink, appearing to be 'Broc Smith', written over a horizontal line.

Broc Smith

A handwritten signature in dark ink, appearing to be 'Drake Smith', written over a horizontal line.

Drake Smith

Statement of Authority
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named KKV LLC
2. The type of entity is a:

<input type="checkbox"/> corporation	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> nonprofit corporation	<input type="checkbox"/> registered limited liability limited partnership
<input checked="" type="checkbox"/> limited liability company	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> general partnership	<input type="checkbox"/> government or governmental subdivision or agency
<input type="checkbox"/> limited partnership	<input type="checkbox"/> trust
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is 1024 Belvedere Court, Fort Collins, Colorado 80525
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is Kristy K. Vigil, Manager
- 6.² The authority of the foregoing person(s) to bind the entity is ☒ not limited ☐ limited as follows: _____
7. Other matters concerning the manner in which the entity deals with interests in real property: _____
- 8.³ This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- 9.⁴ This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 6th day of June ^{KKV} ~~May~~ 2023.

KKV LLC

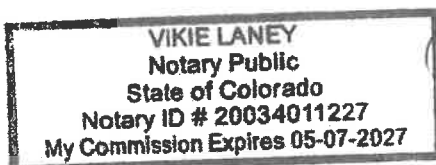
Kristy K. Vigil, Manager
Kristy K. Vigil, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 10th day of June 2023, by Kristy K. Vigil as Manager of KKV LLC.

Witness my hand and official seal.

My commission expires: 5/7/2027



[Signature]
Notary Public

QUITCLAIM DEED

THIS DEED, dated this 16th day of June 2023, between KKV LLC (also identified as KKV, LLC), a Colorado Limited Liability Company, of Larimer County, Colorado, as Grantor, and KKV Development, LLC, a Colorado Limited Liability Company, whose address is P.O. Box 215, Dolores, Montezuma County, Colorado, as Grantee.

WITNESSETH, that Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have given, released, and QUITCLAIMED, and by these presents do give, release, and QUITCLAIM unto Grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Montezuma and State of Colorado, described as follows:

All of Grantor's right title and interest in the following described real property:

LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 9, TOWN OF DOLORES, COLORADO,
AND LOTS 1, 2, 3, BLOCK 3, OF SOUTHERN SUBDIVISION TO THE TOWN
OF DOLORES COLORADO, THE PLATS OF WHICH WERE FILED IN THE
OFFICE OF THE CLERK AND RECORDER.

The property commonly known as 715 Railroad Avenue Dolores, CO 81323
Assessor's Parcel No.: 5359-103-16-002

AND

Lots 1, 2, 3, 4, and 5 Block 21, Town of Dolores, as per the plat of record in the office of the Clerk and Recorder.
THE SUBJECT PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT.

The property commonly known as 207 S. 3rd Street Dolores, CO 81323
Assessor's Parcel No.: 5359-094-14-003

THIS DEED IS TO CORRECT THOSE CERTAIN DEEDS RECORDED APRIL 19, 2023, AT RECEPTION NOS. 650412 AND 650411 OF THE RECORDS OF THE MONTEZUMA COUNTY CLERK AND RECORDER IN WHICH KKV, LLC ERONEOUSLY TOOK TITLE ON BEHALF OF KKV DEVELOPMENT, LLC.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

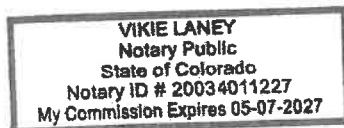
KKV LLC

KKV LLC
Kristy K. Vigil, Manager

STATE OF COLORADO)
County of Larimer)ss

The foregoing instrument was acknowledged before me this 16th day of June 2023, by Kristy K. Vigil as Manager of KKV LLC.

WITNESS my hand and official seal.



Notary Public

TOWN OF DOLORES, COLORADO

ORDINANCE NO. 566 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 July 18, 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 _____ day of _____, 2023, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed adopted and approved on the first reading on July____, 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.

DOLORES BOARD OF TRUSTEES:

By: _____
Mayor Leigh Reeves

Attest:

_____,
Town Clerk Tammy Neely

EXHIBIT A

1. Table 4.1 Primary Uses is amended as follows:

Table 4.1: Primary Uses	LL R	new	R1	new	MR F	M H	CB 1 + 2	CH	LI	new	P	R1 0	R3 5	Additional Use Limitations
	LL R1	LL R2	N R1	N R2	N R3	M H P	D M U	C M U	IN D	P1	P2	R1 0	R3 5	
	Key: /P/ Permitted Use /PL/ Permitted with Use Limitations /C/ Conditional Use /—/ Not Permitted [1] Affordable Housing Required													
RESIDENTIAL														
Households Living (dwelling unit/structure)														
1 du/structure	P	P	P	P	P	P	C	PL	--	--	--	P	P	
2 du/structure	P	P	P	P	P	P	PL	PL	--	--	--	--	--	Sec. 4.5.A
Townhomes (3 or more attached units)	C [1]	C [1]	C [1]	P	P	--	C	P	--	--	--	--	--	Sec. 4.5.A
3-4 du/structure multifamily	--	--	C [1]	P	P	--	PL	PL	--	--	--	--	--	Sec. 4.5.A
5-8 du/structure apartment	--	--	--	--	P	--	C	PL	--	--	--	--	--	
9+ du/structure apartment	--	--	--	--	P	--	--	PL	--	--	--	--	--	
Affordable dwelling unit(s)	P	P	P	P	P	P	P	P	--	--	--	P	P	Sec. 4.5.A
Manufactured Home	--	--	--	--	--	P	--	--	--	--	--	--	--	Sec. 4.5.A

2. Section 4.5.A.1 is amended as follows:

A. Residential Uses

1. Affordable Housing

Affordable dwelling units shall comply with the following:

- (a) The project shall meet the dimensional and density standards of the applicable zone district.
- (b) All units shall meet the definition of Affordable Housing in Section 2.6.
- (c) Density bonus is not applicable to affordable housing projects approved administratively.

3. Section 5.1 is amended to include the following section:

D. Density Bonus for Affordable Housing

The Planning Commission may recommend and the Board of Trustees may approve and apply any combination of the following adjustments to accommodate the inclusion of one affordable housing unit per lot in addition to the maximum number of units allowed in the applicable zone district (for example, where a duplex unit is allowed, a triplex may be approved when one of the units meets the Town requirements for affordability):

1. Minimum setbacks or lot widths may be adjusted by up to 20 percent;
2. Maximum lot coverage may be increased by up to 20 percent;
3. Minimum lot size may be reduced by 20 percent;
4. Maximum height may be increased:
 - (a) Residential zoning district limit of 35 feet may be increased to 40 feet;
 - (b) Height in mixed-use or nonresidential districts may be increased by 1 story, not to exceed an additional 15 feet above the original maximum height ;
5. The required off-street parking spaces may be reduced to 1.5 spaces per dwelling unit, and
6. If a public park or open space is located within 1,320 feet and safely accessible to the development site, any required open space dedication may be reduced by 50%.

4. Section 13.20 is amended as follows:

A. Purpose

The PUD, Planned Unit Development District is designed to provide flexibility in the siting of structures to avoid or mitigate any hazardous areas, historic and prehistoric site's; to take advantage of the sites unique, natural, resource or scenic features; and to preserve open spaces. It is intended for application in all residential districts.

B. Types of Planned Unit Developments

1. General PUD

The Town Board, after public hearing and due notice and after recommendation from the Planning and Zoning Commission, may authorize the creation of the Planned Unit Development Districts on parcels of land containing at least five times the minimum lot area in the underlying zone district. A Planned Unit Development designation may be applied to land intended for residential development purposes.

2. Community Benefit PUD

In order to be deemed as an acceptable alternative to the Town's established zone districts, a Community Benefit PUD shall include at least one of the following community benefits:

a. Affordable Housing PUD providing at least 20 percent of the proposed residential units in either rental or for-sale deed-restricted affordable housing.

b. Historic Preservation PUD including an existing structure or site that is currently designated or is documented as eligible for designation on the Town Register, state list of historic structures, or the National Register of Historic Places within a contiguous area included in the PUD application, and must either:

1. In the case of an existing designated historic structure or site, the PUD application must include a written commitment to preserve the structure or site in compliance with all applicable historic preservation standards for a period of at least 20 years; or

2. In the case of an undesignated historic structure or site, the PUD application must include a written commitment to complete the Town designation of the structure or site prior to development of any portion of the PUD, and to preserve the designated structure or site in compliance with all applicable historic preservation standards for a period of at least 20 years.

3. The PUD application may include additional lands contiguous with the lot or parcel containing the historic structure.

C. Sustainable/Resilient Design PUD with proposed project, site, or building design features intended to achieve one or more of the following reductions in resource consumption or trip generation when compared to those levels anticipated for developments of a similar type under the reference base district:

a. A reduction in water consumption of at least 25 percent; or

b. A reduction in non-renewable energy use of at least 25 percent; or

c. A reduction in average daily motor vehicle trip generation of at least 25 percent;

d. A combination of reductions in water consumption, non-renewable energy use, and/or average daily motor vehicle trip generation providing at least an equivalent sustainable/resilient development benefit to the Town.

C. Procedures

1. Common Procedures

Common procedures for a PUD approval are established in Table 13.2.

2. Specific Procedures

Every PUD District approved under the provisions of this LUC shall follow the rezoning procedure of Sec. 13.30, Zoning Map Amendment, and be considered an amendment to the zoning map.

D. Site Plan Requirement

1. The establishment of a Planned Unit Development District shall require a comprehensive site plan of the development per Sec. 13.23. The site plan shall be approved as part of the ordinance approving a Planned Unit Development prior to the issuance of any further approvals or permits.
2. The site plan and ordinance shall set forth the requirements for ingress and egress to the property with adequate right of way, special setbacks, sidewalks, trails, utilities, drainage, parking space, building height, maximum lot coverage, common open space, screening or fencing, landscaping and other development and protective requirements including a plan for the maintenance of common open space.

E. Permitted Variation from Zoning Dimensional Standards

In order to achieve the purpose and intent of the PUD District, variation may be permitted with respect to the minimum lot area, setbacks, lot width, lot coverage, and height.

F. Maximum Density

1. The maximum density in a General PUD shall be no greater than that permitted in the underlying zone district prior to PUD approval.
2. The Zoning Administrator may recommend and the Board of Trustees approve a maximum density increase in a Community Benefit PUD by up to 20 percent based on the applicant's ability to demonstrate that the increased density is appropriate for the location, will not detrimentally impact surrounding neighborhoods, and that the site does not meet any of the density reduction criteria in Section F.3.
3. Densities in any type of PUD may be reduced if:
 1. There is not sufficient water pressure and other utilities to service the proposed development;
 2. There are not adequate roads to ensure fire protection to the proposed development;
 3. The land is not suitable for the proposed development because of soil or geologic conditions, flood hazards or the presence of historic or prehistoric sites; or
 4. The design and location of any proposed structure, road, or driveway in the proposed development is not compatible with surrounding land uses, would adversely affect the neighborhood character or adversely affect critical natural features of the site.

G. Minimum Common Open Space

The minimum common open space shall be 30 percent of the land area in the PUD; provided that, all areas in a PUD that are impacted by geologic hazards, flood hazards, or the presence of historic or prehistoric sites shall be set aside as common open space for the benefit of the residents and occupants of the PUD.

H. Uses

The permitted, accessory, conditional, and temporary uses allowed shall be those of the underlying zone district.

RESOLUTION R542 SERIES 2023
A RESOLUTION OF THE TOWN OF DOLORES AUTHORIZING A MAIL BALLOT
ELECTION ON NOVEMBER 7, 2023, AND SETTING FORTH OTHER DETAILS
RELATING THERETO

WHEREAS, the Town of Dolores (the “Town”), is a duly organized and existing statutory municipality of the State of Colorado; and

WHEREAS, the members of the Board of Trustees of The Town of Dolores (the “Board”) have been duly elected and qualified; and

WHEREAS, the Board of Trustees has authorized a special election on November 7, 2023, on two ballot questions; and

WHEREAS, the Town has determined that the Town Clerk will conduct the election on November 7, 2023, as an independent mail ballot election pursuant to C.R.S. §§ 1-7.5-104 and 31-10-908; and

WHEREAS it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. Unless otherwise defined herein, all terms used herein shall have the meaning defined in the Municipal Election Code.

Section 3. The Board hereby determines that the special election of the Town to be held on November 7, 2023, shall be conducted as a mail ballot election pursuant to Part 9, Article 10, Title 31 of the Colorado Revised Statutes.

Section 4. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election, and she may execute such documents as may be required in furtherance of this power.

Section 5. The Town Clerk is authorized and directed to appoint election judges pursuant to C.R.S. § 31-10-401.

Section 6. The intergovernmental agreement between the Town and the Montezuma County Clerk to conduct the November 7, 2023, election attached hereto as Exhibit A is approved by the Trustees and the Town Clerk is authorized to execute that agreement on behalf of the Town.

Section 7. The Board of Trustees authorizes the expenditure of up to \$5,000 for the cost of the coordinated election including the funds to Montezuma County pursuant to the agreement attached hereto as exhibit A.

Section 8. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution.

Section 9. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. The effective date of this resolution shall be immediately upon adoption.

ADOPTED AND APPROVED this _____ day of _____, 2023, by the BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO.

Mayor Leigh Reeves

ATTEST:

Town Clerk Tammy Neely

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF
DOLORES AND THE MONTEZUMA COUNTY CLERK AND RECORDER FOR THE
CONDUCT AND ADMINISTRATION OF THE 2023 COORDINATED ELECTION TO
BE HELD NOVEMBER 7, 2023**

This Intergovernmental Agreement for coordinated election ("IGA") is made and entered into by and between the Town of Dolores (the "Jurisdiction") and the County Clerk and Recorder for Montezuma County, Colorado (the "County Clerk"), together "the Parties."

1. RECITALS AND PURPOSES

1.1 As provided by law, the County Clerk shall conduct an election on behalf of the Jurisdiction, whose election is part of the coordinated election.;

1.2 The Jurisdiction is a political subdivision that is authorized to hold an election as provided by law;

1.3 The election to be held on November 7, 2023 (the "Election") shall be conducted pursuant to the Uniform Election Code of 1992 § 1-13.5-101, C.R.S., *et seq.* ("the Code") and the Rules and Regulations of the Colorado Secretary of State 8 CCR 1505-1, *et seq.* "Rules Concerning Elections" ("the Rules") as a "mail ballot election" as defined under § 1-7.5-102, C.R.S.;

1.4 Pursuant to § 1-7-116(2), C.R.S., the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election;

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and non-resident property owners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County, the Jurisdiction and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 **Chief Designated Election Official.** The County Clerk shall act as the **Chief** Designated Election Official, hereafter "County Clerk," in accordance with § 1-1-110, C.R.S. and will be responsible for the administration of the Election as detailed in statutes, the Code, and the Rules.

2.2 **Designated Election Official.** Montezuma County Clerk and Recorder Kim Percell will be the primary liaison and contact for the County Clerk. The Jurisdiction designates **Tammy Neely** as its "Designated Election Official" (DEO) who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction's obligations under this IGA. Nothing in this IGA relieves the County Clerk or the Jurisdiction's Governing Board from their official responsibilities for the conduct or in the holding of the Election as required by law.

2.3 **Term.** The term of this IGA shall be from the date of signing through **December 30, 2023.**

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the County Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the **September 8, 2023** certification of the ballot, without the approval or direction of the County Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction's review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the County Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the County Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction's DEO shall have **no more than four (4) hours** from the time the County Clerk sends the final ballot proofs to perform the final review and proofread. The County Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each registered elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between **October 16, 2023** and **October 20, 2023.** In cooperation and coordination with the County Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots.

3.4 ***Voter Service and Polling Centers.*** The County Clerk shall provide Voter Service and Polling Centers from **October 30, 2023** through Election Day. The County Clerk will hire and train staff and judges to operate Voter Service and Polling Centers according to § 1-7.5-107(4.5)(a)(I), C.R.S.

3.5 ***Additional ballots.*** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular, Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), and provisional ballots to registered electors in the manner and method required by the Code.

3.6 ***Mail ballots.*** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; an inner verification/privacy return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 ***Ballot security.*** The County Clerk will track ballot inventory and provide security for all ballots as required by the Code.

3.8 ***Election Judges.*** The County Clerk will appoint, train, provide written and/or online materials to and pay a sufficient number of qualified election judges to receive and process voted ballots.

3.9 ***Election Notices.*** The County Clerk shall publish all Election notices required by the Code. The Jurisdiction shall not publish any notice related to the Election without first obtaining the approval of the County Clerk. To request approval to publish a notice, the Jurisdiction shall provide the County Clerk with all relevant information related to the proposed publication, including a copy of the proposed notice, at least one (1) week prior to the Jurisdiction's deadline for submitting the proposed notice to the publisher. The Jurisdiction shall bear full responsibility for any Election notices published without the County Clerk's approval and shall comply with all instructions issued by the County Clerk to remedy any incorrect or improper notices.

3.10 ***TABOR Notice.*** If applicable, the County Clerk, through a vendor, will distribute to all Montezuma County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in Section 5 below. The County Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to the TABOR Notice.

3.11 **Testing.** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.12 **Tally.** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The County Clerk will release initial election returns after 7:00 p.m. on the date of the Election. The unofficial results will be published to the State's Election Night Reporting site throughout election night. The County Clerk will count and tally valid cured and provisional ballots on or before 5:00 pm on November 17, 2023.

3.13 **Certification of results.** Jurisdictions will be issued a certified statement of results by November 30, 2023.

4. RESPONSIBILITIES OF JURISDICTION

4.1 **Authorization to Hold Election.** The Jurisdiction must provide the County Clerk along with a signed copy of this IGA a certified copy of the ordinance or resolution stating that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this IGA. The ordinance or resolution must authorize the presiding officer of the Jurisdiction or other designated person to execute this IGA.

4.2 **Boundaries of Jurisdiction.** If any annexations to the Jurisdiction have occurred between November 1, 2019 and the date of the signing of this IGA, the Jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.3 **Ballot content and layout.** No later than September 8, 2023, the DEO shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the County Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot measure(s) the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in § 1-5-412, C.R.S. at the Jurisdiction's expense. The County Clerk assigns the ballot measure(s) number(s).

4.4 **Audio for visually impaired.** No later than the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall confirm that each candidate has provided a clearly spoken recording of the candidate's name. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.5 **TABOR Notice.** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot measure(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by noon on **September 25, 2023**. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and review of the TABOR Notice. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the TABOR Notice.

4.6 **Final layout.** The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review and proofread and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice **within four (4) hours** of the County Clerk providing the Jurisdiction with the copy to be proofed.

4.7 **Testing.** The Jurisdiction may be asked to provide a person to participate in Logic and Accuracy Tests, which will be scheduled during the week of **October 2, 2023**.

4.8 **Cancellation of Election by the Jurisdiction.** If the Jurisdiction resolves not to hold the election or to withdraw a ballot measure(s), the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk must be in writing. If by email with email confirmation of receipt from the County Clerk or her designee. The Jurisdiction shall provide proof to the County Clerk of the Jurisdiction's formal action canceling the election or withdrawing a ballot measure(s) as soon as practicable after the Jurisdiction's formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdiction's election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication in a newspaper(s) of general circulation within the Jurisdiction of such cancellation of the election or withdrawal of ballot measure(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot measure(s) in the office of the County Clerk, and the DEO shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in § 1-5-208, C.R.S.

4.9 **Canvass.** The Jurisdiction may be asked to provide a representative who is a registered voter in the Jurisdiction to serve as a member of the Board of Canvassers who certify the Election. If the Jurisdiction requires an Abstract of Votes Cast separate from the Canvass documents, the Jurisdiction will provide the County Clerk with the required forms prior to the date by which the Board of Canvassers meets.

4.10 PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS

4.10.1 **Boundaries of Jurisdiction.** Jurisdiction shall obtain, then certify to the County Clerk by **September 12, 2023** at noon all addresses in the County Clerk's address library for the Jurisdiction. Any changes to the County Clerk's address library after this date will increase costs.

4.10.2 ***Non-resident property owners entitled to vote.*** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the DEO must submit a list of such non-resident property owners who may be entitled to vote in the Jurisdiction's election to the County Clerk no later than **September 20, 2023**. All such property owner lists must be in Microsoft Excel or CSV (Comma-separated values) file. The County Clerk will send a Non-Resident Property Owner Letter to those on the list that includes a self-affirmation to establish eligibility. The County Clerk will send mail ballots to the non-resident property owners who return to the County Clerk the signed affirmation establishing their eligibility.

5. PAYMENT

5.1 *Intent.* This section addresses the reasonable sharing of the actual cost of the Election among the County and the jurisdictions participating in the Election.

5.2 *Responsibility for costs.* The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to, overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the Election on behalf of the Jurisdiction.

5.3 *Invoice.* The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the County Clerk's costs and expenses in administering the Election within thirty (30) days of receiving an invoice from the County Clerk. If the invoice is not timely paid by the Jurisdiction, the County Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

5.4 *Cost Allocation.* The County Clerk will determine the Jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the General election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR Notice publication and mailing costs will also be billed for in the invoice. If the Jurisdiction is placing a ballot measure that requires additional costs specific to that Jurisdiction's ballot measure, the Jurisdiction will be also be billed for that portion of the costs in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the County Clerk agrees to a longer period of time.

5.5 *Disputes.* The Parties shall attempt to resolve disputes about the invoice or payment of the invoice. If the Parties cannot reach a resolution and in the event of litigation, jurisdiction and venue shall be in Montezuma County District or Montezuma County Court, depending on the amount.

6. MISCELLANEOUS

6.1 **Notices to Parties.** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party(ies) or address(es) as may hereafter be designated in writing.

To County Clerk:

To DEO:

Kim Percell
140 West Main Street, Suite 1
Cortez, CO 81201
Fax: 970-565-3728
E-mail: kpercell@co.montezuma.co.us

6.2 **Amendment.** This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.

6.3 **Integration.** The Parties acknowledge that this IGA constitutes the sole agreement between the Parties relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this IGA are of no force and effect. This IGA fully supersedes any previous "Intergovernmental Agreement" between the Parties.

6.4 **Waiver of Claims.** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the County Clerk related to the County Clerk's processing or administration of the Election except as specified in paragraph 6.5 below and claims arising out of willful and wanton acts of the County Clerk.

6.5 **Limitation of Liability.** If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the County Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the County Clerk's sole responsibility and liability shall be to refund to the Jurisdiction all amounts paid to the County Clerk under Section 5 above. The County Clerk shall have no other responsibility for or liability to any parties of or third parties in connection with the lawsuit, including, but not limited to, any judgment, damages, costs, or fees.

6.6 **Conflicts of this IGA with the Law, Impairment.** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

6.7 **Time of the Essence.** Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

6.8 **Good Faith.** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

6.9 **Third Party Beneficiary.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

6.10 **No Waiver.** No waiver of any of the provisions of this IGA constitutes a waiver of any other of the provisions of this IGA, and no such waiver constitutes a continuing waiver, unless otherwise expressly provided in this IGA, nor will the waiver of any default under this IGA be deemed a waiver of any subsequent default.

6.11 **Appropriation.** The Parties' obligations under this IGA outside the current fiscal year are conditioned on the prior appropriation of good and sufficient funds for such purpose, pursuant to § 29-1-110, C.R.S. The Parties affirmatively assert that each has budgeted sufficient funds for its obligations under this IGA for the year it was executed.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Montezuma County

Jurisdiction

Kim Percell Date
Montezuma County Clerk and Recorder

Designated Election Official Date
Printed Name: _____
Title: _____
Telephone: _____
Email: _____

TOWN OF DOLORES, COLORADO

RESOLUTION

R543 Series 2023

**RESOLUTION OF THE PLANNING AND ZONING COMMISSION
RECOMMENDING CHANGES TO THE DOLORES LAND USE CODE TO PROMOTE
WORKFORCE HOUSING**

WHEREAS, The Town of Dolores Planning and Zoning Commission held a public hearing on July 18, 2023 at which a quorum of the Commissioners were present and following notice published according to law, to consider changes to the Dolores Land Use Code to promote affordable housing in the community;

WHEREAS following the opportunity for public comment and deliberation of the Commissioners, the Town of Dolores Planning and Zoning Commission recommends that the Board of Trustees approve and adopt the changes to Dolores Land Use Code attached here as Exhibit A.

Passed adopted and approved on the first reading on July____, 2023.

PLANNING AND ZONING COMMISSION:

By: _____

Attest:

By: _____

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

EXHIBIT A

1. Table 4.1 Primary Uses is amended as follows:

Table 4.1: Primary Uses	LL R	new	R1	new	MR F	M H	CB 1 + 2	CH	LI	new	P	R1 0	R3 5	Additional Use Limitations
	LL R1	LL R2	N R1	N R2	N R3	M H P	D M U	C M U	IN D	P1	P2	R1 0	R3 5	
	Key: /P/ Permitted Use /PL/ Permitted with Use Limitations /C/ Conditional Use /--/ Not Permitted [1] Affordable Housing Required													
RESIDENTIAL														
Households Living (dwelling unit/structure)														
1 du/structure	P	P	P	P	P	P	C	PL	--	--	--	P	P	
2 du/structure	P	P	P	P	P	P	PL	PL	--	--	--	--	--	Sec. 4.5.A
Townhomes (3 or more attached units)	C [1]	C [1]	C [1]	P	P	--	C	P	--	--	--	--	--	Sec. 4.5.A
3-4 du/structure multifamily	--	--	C [1]	P	P	--	PL	PL	--	--	--	--	--	Sec. 4.5.A
5-8 du/structure apartment	--	--	--	--	P	--	C	PL	--	--	--	--	--	
9+ du/structure apartment	--	--	--	--	P	--	--	PL	--	--	--	--	--	
Affordable dwelling unit(s)	P	P	P	P	P	P	P	P	--	--	--	P	P	Sec. 4.5.A
Manufactured Home	--	--	--	--	--	P	--	--	--	--	--	--	--	Sec. 4.5.A

2. Section 4.5.A.1 is amended as follows:

A. Residential Uses

1. Affordable Housing

Residential uses noted as C[1] on Table 4.1, Primary Uses, are allowed as a permitted use when at least one unit in the project is offered as deed-restricted affordable housing. Affordable dwelling units shall comply with the following:

(a) The project shall meet the dimensional and density standards of the applicable zone district.

(b) All units shall meet the definition of Affordable Housing in Section 2.6.

(c) Density bonus is not applicable to affordable housing projects approved administratively.

3. Section 5.1 is amended to include the following section:

D. Density Bonus for Affordable Housing

The Zoning Administrator may apply any combination of the following adjustments to accommodate the inclusion of one affordable housing unit per lot in addition to the maximum number of units allowed in the applicable zone district (for example, where a duplex unit is allowed, a triplex may be approved when one of the units meets the Town requirements for affordability):

1. Minimum setbacks or lot widths may be adjusted by up to 20 percent;
2. Maximum lot coverage may be increased by up to 20 percent;
3. Minimum lot size may be reduced by 20 percent;
4. Maximum height may be increased:
 - (a) Residential zoning district limit of 35 feet may be increased to 40 feet;
 - (b) Height in mixed-use or nonresidential districts may be increased by 1 story, not to exceed an additional 15 feet above the original maximum height ;
5. The required off-street parking spaces may be reduced to 1.5 spaces per dwelling unit, and
6. If a public park or open space are located within 1,320 feet and safely accessible to the development site, any required open space dedication may be reduced by 50%.

4. Section 13.20 is amended as follows:

A. Purpose

The PUD, Planned Unit Development District is designed to provide flexibility in the siting of structures to avoid or mitigate any hazardous areas, historic and prehistoric sites; to take advantage of the sites unique, natural, resource or scenic features; and to preserve open spaces. It is intended for application in all residential districts.

B. Types of Planned Unit Developments

1. General PUD

The Town Board, after public hearing and due notice and after recommendation from the Planning and Zoning Commission, may authorize the creation of the Planned Unit Development Districts on parcels of land containing at least five times the minimum lot area in the underlying zone district. A Planned Unit Development designation may be applied to land intended for residential development purposes.

2. Community Benefit PUD

In order to be deemed as an acceptable alternative to the Town's established zone districts, a Community Benefit PUD shall include at least one of the following community benefits:

a. Affordable Housing PUD providing at least 20 percent of the proposed residential units in either rental or for-sale deed-restricted affordable housing.

b. Historic Preservation PUD including an existing structure or site that is currently designated or is documented as eligible for designation on the Town Register, state list of historic structures, or the National Register of Historic Places within a contiguous area included in the PD application, and must either:

1. In the case of an existing designated historic structure or site, the PUD application must include a written commitment to preserve the structure or site in compliance with all applicable historic preservation standards for a period of at least 20 years; or

2. In the case of an undesignated historic structure or site, the PUD application must include a written commitment to complete the Town designation of the structure or site prior to development of any portion of the PUD, and to preserve the designated structure or site in compliance with all applicable historic preservation standards for a period of at least 20 years.

3. The PUD application may include additional lands contiguous with the lot or parcel containing the historic structure.

C. Sustainable/Resilient Design PUD with proposed project, site, or building design features intended to achieve one or more of the following reductions in resource consumption or trip generation when compared to those levels anticipated for developments of a similar type under the reference base district:

a. A reduction in water consumption of at least 25 percent; or

b. A reduction in non-renewable energy use of at least 25 percent; or

c. A reduction in average daily motor vehicle trip generation of at least 25 percent;

d. A combination of reductions in water consumption, non-renewable energy use, and/or average daily motor vehicle trip generation providing at least an equivalent sustainable/resilient development benefit to the Town.

C. Procedures

1. Common Procedures

Common procedures for a PUD approval are established in Table 13.2.

2. Specific Procedures

Every PUD District approved under the provisions of this LUC shall follow the rezoning procedure of Sec. 13.30, Zoning Map Amendment, and be considered an amendment to the zoning map.

D. Site Plan Requirement

1. The establishment of a Planned Unit Development District shall require a comprehensive site plan of the development per Sec. 13.23. The site plan shall be approved as part of the ordinance approving a Planned Unit Development prior to the issuance of any further approvals or permits.
2. The site plan and ordinance shall set forth the requirements for ingress and egress to the property with adequate right of way, special setbacks, sidewalks, trails, utilities, drainage, parking space, building height, maximum lot coverage, common open space, screening or fencing, landscaping and other development and protective requirements including a plan for the maintenance of common open space.

E. Permitted Variation from Zoning Dimensional Standards

In order to achieve the purpose and intent of the PUD District, variation may be permitted with respect to the minimum lot area, setbacks, lot width, lot coverage, and height.

F. Maximum Density

1. The maximum density in a General PUD shall be no greater than that permitted in the underlying zone district prior to PUD approval.

2. The Zoning Administrator may recommend a maximum density increase in a Community Benefit PUD by up to 20 percent based on the applicant's ability to demonstrate that the increased density is appropriate for the location, will not detrimentally impact surrounding neighborhoods, and that the site does not meet any of the density reduction criteria in Section F.3.

3. Densities in any type of PUD may be reduced if:

1. There is not sufficient water pressure and other utilities to service the proposed development;
2. There are not adequate roads to ensure fire protection to the proposed development;
3. The land is not suitable for the proposed development because of soil or geologic conditions, flood hazards or the presence of historic or prehistoric sites; or
4. The design and location of any proposed structure, road, or driveway in the proposed development is not compatible with surrounding land uses, would adversely affect the neighborhood character or adversely affect critical natural features of the site.

G. Minimum Common Open Space

The minimum common open space shall be 30 percent of the land area in the PUD; provided that, all areas in a PUD that are impacted by geologic hazards, flood hazards, or the presence of historic or prehistoric sites shall be set aside as common open space for the benefit of the residents and occupants of the PUD.

H. Uses

The permitted, accessory, conditional, and temporary uses allowed shall be those of the underlying zone district.

TOWN OF DOLORES
RESOLUTION NO. R544
SERIES 2023

A RESOLUTION OF THE BOARD OF TRUSTEES TAKING FORMAL ACTION TO GIVE NOTICE TO THE COUNTY CLERK OF MONTEZUMA COUNTY, COLORADO TO PARTICIPATE IN THE COORDINATED ELECTION ON NOVEMBER 7, 2023

WHEREAS, Colorado law permits a statutory town to refer issues refer proposed ordinances resolutions or questions to the general registered electors of the municipality. CRS Section 31-11-111.

WHEREAS, the Town of Dolores has entered into negotiations with the Dolores Fire Protection District (District) to donate to the district the land on which the existing fire station and other District facilities are located.

WHEREAS, CRS Section 31-15-713 provides that voter is approval is required before the Town may sell or otherwise dispose of such real property that used for a governmental purpose at a general or special election.

WHEREAS, the Town of Dolores incurs significant expenses related to publication of the full text of its ordinances.

WHEREAS, CRS Section 33-14.5-101 provides that any municipality may determine at a regular or special election to meet the publication requirements 31-16-106 by publishing ordinances by title only rather than by publishing the ordinance in full at a special election where other issues are present on the ballot.

WHEREAS, the Board of Trustees determines that it is appropriate and necessary to refer to the registered electors of the Town of Dolores whether or not to donate the Town's real property to the Dolores Fire Protection District.

WHEREAS, the Board of Trustees determines that it is appropriate and necessary to refer to the registered electors of the Town of Dolores the question of whether or not to publish future ordinances by title only.

WHEREAS, the Board of Trustees determines that it is appropriate and necessary to take official action to participate in the November 7, 2023, Coordinated Election with the County Clerk of Montezuma County, Colorado.

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

Section 1 The Board of Trustees gives notice to the County Clerk of Montezuma County, Colorado if the intent of the Town of Dolores to participate in the 2023 Coordinated Election pursuant to CRS Section 1-1-116(5) and 1-1-106(5) with respect to the ballot issues referenced herein.

Section 2 The Town Clerk, Town Manager and Town Attorney are authorized and directed to negotiate with the County Clerk to develop an intergovernmental agreement to participate in the November 2023 Coordinated Election; to develop a formal ordinance(s) to refer with within described questions to the registered electors of the Town of Dolores; and, to take such other actions necessary or appropriate to effectuate the provisions of the resolution.

INTRODUCED, READ, PASSED, and ADOPTED at a regular meeting of the Board of Trustees of the Town of DOLORES, Colorado held on July 24, 2023.

Town Clerk Tammy Neely

Mayor Leigh Reeves

**Town of Dolores
Resolution No R545
SERIES 2023**

RESOLUTION APPROVING AUDITORS REPORT

WHEREAS, the Town of Dolores employed Chris Majors, CPA to conduct the Town's annual audit;

WHEREAS, the Auditor presented his audit to the Board of Trustees at its regular meeting on June 26, 2023; and,

WHEREAS, the Board of Trustees accepts the auditor's report as being in compliance with the requirements of CRS Section 29-1-606.

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

Section 1. The Auditor's report prepared by Chris Majors, CPA for the 2022 fiscal year is accepted by the Town and directs that the same shall be available to the public and transmitted to the state of Colorado auditor as provided by CRS Section 29-2-606.

Passed, adopted, and approved July 24, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

TOWN OF DOLORES

RESOLUTION NO. R546

SERIES 2023

A RESOLUTION IMPOSING AN OPEN FLAME FIRE BAN

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

WHEREAS, the Town of Dolores enacted Ordinance No. 536 Series 2018 granting the Board of Trustees the authority to enact a resolution imposing an open flame fire ban as conditions require;

WHEREAS Southwest Colorado and the Town of Dolores are under historic drought and extraordinary fire danger.

WHEREAS the Montezuma County Sheriff recommends that the Town of Dolores impose a fire ban for the health, safety, and welfare of the citizens of the Town of Dolores and surrounding community.

WHEREAS the Board of Trustees agree that the interest of the health, safety and welfare of the citizens make it advisable to impose an open flame fire ban as authorized by and defined by Ordinance No 536 Series 2018.

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

1. The Board of Trustees, pursuant to Ordinance No. 536 Series 2018 and as authorized by Colorado law, hereby imposes an Open Flame Fire Ban as defined in said Ordinance within all incorporated areas of the Town of Dolores.
2. This resolution shall continue in full force and effect until repealed by the Board of Trustees.
3. It is the intent of this resolution that any person violating the fire ban as defined by Ordinance No. 536 shall be subject to the penalties set forth therein.
4. The staff of the Town of Dolores shall inform the public of the imposition of the Open Flame Fire Ban.
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.
6. Introduced, read, and passed as a resolution at the regular meeting of the Board of Trustees of the Town of Dolores held on July 24, 2023, at which a quorum was present.

ADOPTED by the Board of Trustees of the Town of Dolores, Colorado, on July 24, 2002

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

**Town of Dolores
Resolution No R547
SERIES 2023**

**RESOLUTION APPOINTING TOWN MANAGER AND APPROVING CONTRACT OF
EMPLOYMENT**

WHEREAS, the Town of Dolores has conducted a public search for the position of Town Manager, having formed a search committee and having publicly advertised for qualified candidates in accordance with CRS Section 24-6-402(5) selected and published three finalists on July 10, 2023;

WHEREAS, the Town of Dolores Board of Trustees held public forums and interviews with the finalists on July 20 and 21, 2023.

WHEREAS, the Town of Dolores Board of Trustees at a special meeting held July 21, 2023 directed the Town Attorney to enter into contract negotiations with

_____.

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

Section 1. The Board of Trustees of the Town of Dolores does hereby appoint _____ as the Town Manager of the Town of Dolores effective on _____, 2023 with all of the powers, duties and responsibilities described afforded by law to the role of Town Manager under the laws of the state of Colorado.

Section 2. The Employment Agreement attached hereto and incorporated herein by reference is approved, the compensation described therein is appropriate from the Town's General Fund, and the Mayor is authorized to execute the Employment Contract on behalf of the Town of Dolores.

Passed, adopted and approved July 24, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

EXHIBIT A
EMPLOYMENT CONTRACT
TOWN MANAGER EMPLOYMENT AGREEMENT

This agreement ("Agreement") is between the TOWN OF DOLORES ("Employer" or "Town"), and _____ ("Employee"), and is entered into as of _____, 2023 ("Effective Date"). Employer and Employee are referred to collectively herein as the "Parties" and individually as a "Party."

Recitals

Employer desires to employ the services of Employee as Town Manager. Employee desires to accept employment as Town Manager. The Board of Trustees, as appointing authority power, and _____, in consideration of the mutual covenants herein contained and in accordance with the terms and conditions described in this Agreement, agree in writing as follows:

1. Duties

A. Employer agrees to employ Employee as Town Manager, and Employee agrees to perform the functions and duties specified in the general laws, the ordinances, and the resolutions of the Town of Dolores, and other legally permissible and proper duties and functions as the Board of Trustees may from time to time assign.

B. Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the Town.

C. Employee shall not engage in any activity that is or may become a conflict of interest or a prohibited contract or that may create an incompatibility of office as defined under Colorado law. Prior to performing services under this Agreement and annually thereafter, the Employee must complete disclosure forms required by law.

D. Employee shall be an exempt employee under the Fair Labor Standards Act. Employee is expected to devote necessary time outside normal office hours to the business of the Town. To that end, Employee shall be allowed flexibility in setting his own office hours.

2. Term

A. The term of this Agreement shall be from the Effective Date and shall be for a two (2) year term, unless earlier terminated by either Party in accordance with the provisions set forth in Section 3 or until terminated by the event of the death or permanent disability of Employee.

B. Employee agrees to remain in the exclusive employ of the Town during the term of this Agreement. Subject to prior approval of the Board of Trustees, which approval will not be unreasonably withheld, this Agreement shall not be construed to preclude incidental and occasional teaching, writing, or consulting performed by Employee on Employee's time off.

3. Resignation and Termination

A. Employee may resign at any time with or without cause and agrees to give Town at least thirty (30) days advance written notice of the effective date of his resignation. During the notice period, all of the rights and obligations of the Parties under this Agreement shall remain in full force and effect.

B. Employer may terminate Employee with or without cause, at any time, upon thirty (30) days advance written notice.

C. The Town may not terminate Employee ninety (90) days prior to the seating of a new Board of Trustees member or ninety (90) days after the seating of a new Board of Trustees member, whether by election or appointment; provided, however, that this limitation does not apply to termination for cause.

D. The Parties recognize and affirm that:

1. Employee is an "at will" employee whose employment may be terminated by the Employer without cause.

2. There is no express or implied promise made to Employee for any form of continued employment. Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest and continued employment or any due process right to a hearing before or after the decision to terminate his employment for cause.

3. The Town shall not be obligated to pay severance under the provisions of this Agreement if Employee is terminated for cause. For purposes of this Agreement, "cause" is defined as:

- a. Violation of any policies or procedures;
- b. Failure to perform assigned duties;
- c. Theft of Town property;
- d. Insubordination;
- e. Conviction of a felony or misdemeanor relating to Employee's fitness to perform assigned duties;
- f. Unauthorized absence from employment;
- g. Failure to maintain satisfactory working relationships with other employees or the public;
- h. Improper use of Town funds;
- I. Unauthorized use of Town property;
- J. Willful misconduct or malfeasance;

k. Any act of moral turpitude or dishonesty; and/or

I. Other failures of good behavior either during or outside of employment such that Employee's conduct causes discredit to the Town.

4. This Agreement is the sole and exclusive basis for an employment relationship between Employer and Employee.

4. Severance Pay

Except as set forth below, if Employee is terminated by the Board of Trustees while still willing and able to perform the duties of Town Manager, Employer agrees to pay Employee a cash payment equal to three (3) months' salary as specified in Section 5(A), plus all accrued vacation, sick, management, and holiday leave as of the date of termination. Said cash payments, subject to customary withholding, shall be paid at the option of the Employee in a lump sum, installment, monthly, or bi-weekly payments. Such payment will release Employer from any further obligations under this Agreement.

Payment of severance under this Section shall be in exchange for the Employee's general release of all claims against the Town (including its present and former officers, officials, employees, agents, volunteers, and insurers), executed in a form approved by the Town. Severance shall be paid to the Employee if Employee's employment is terminated without cause. The Town will not be obligated to pay severance unless and until a general release is signed by Employee in a form approved by the Town. The release of all claims will not become effective until the severance is paid by the Town.

The Town is not obligated to pay severance under this Agreement if Employee is terminated for cause, as defined in Section 3(D)(3).

If Employee is terminated due to a conviction of any criminal offense involving moral turpitude, then Employer shall have no obligation to provide thirty (30) days advance written notice or to pay severance set forth in this Section.

5. Salary

A. Effective August 1, 2023, Employer agrees to pay Employee for his services rendered pursuant to this Agreement as Town Manager a base salary of Ninety Thousand Dollars (\$90,00.00) per annum, payable in bi-weekly installments at the same time as other employees of the Town are paid and subject to customary withholding.

B. Compensation will be reviewed by the Town Board following the one year anniversary of employment.

C. In addition to the compensation increase in Section 5(B), the Board of Trustees shall evaluate Employee's performance at least annually and may consider increasing Employee's salary pursuant to Section 9 of this Agreement. Any increases in Employee's salary, other than the increases in Section 5(B), must be approved by a resolution of the Board of Trustees.

6. Automobile

Employee is expected to provide his own automobile for commuting and travel and will be eligible for reimbursement as currently provided to regular employees.

7. Benefits

A. Cellular Phone Expense: Employee's duties require that he have the use of a cellular phone at all times during his employment with the Town. Employer shall provide Employee with a monthly stipend of _____ Dollars (\$) toward owning and maintaining cellular phone service.

B. Leave: Employee shall be eligible for the same holiday, management, vacation, sick, jury duty, family leave and bereavement leave as provided to the executive management employees of the Town and as may be amended from time to time, except that: (i) Employee shall accrue vacation time of _____ employee hours per year, and (ii) Employee shall be eligible for _____ hours of management leave annually.

C. Health and Welfare Insurance: Employee shall be eligible for the same medical, dental, vision, life, long-term disability, and employee assistance program coverages and Employer paid premiums for Employee and eligible dependents as currently provided to the executive management employees of the Town, and as may be amended from time to time.

D. Retirement: : Employee shall be eligible for the same retirement benefits and Employer matching available to other employees of the Town pursuant to its employee handbook and policies, and as may be amended from time to time (currently 3%).

8. Professional Development

The Parties agree that it is in the best interest of the Town that Employee maintain membership in professional associations and engage in professional activities related to Town management and public administration. Employer shall be granted the same professional development benefits, at Employer expense, as provided to the executive management employees of the Town. Employee shall also be reimbursed by the Town for membership in the Colorado Municipal League.

9. Performance Evaluation

The Board of Trustees shall evaluate Employee's performance at least annually and will set goals and objectives for the Employee for the ensuing year. As a part of the Employee's annual performance evaluation, the Board of Trustees may consider increasing, but shall not be required to increase, Employee's salary.

10. General Expenses

All reasonable travel or other expenses incurred by Employee in the performance of his official duties shall be reimbursed by Employer upon submittal of a receipt or other verification of such expenses in accordance with Employee Handbook.

11. Indemnification

Employer shall provide for the defense of Employee in any action or proceeding alleging an act or omission within the scope of Employee's employment in accordance with applicable law.

12. Bonding

Employer shall bear the full cost of any fidelity or other bonds or fidelity insurance required of the Employee under any law or ordinance.

13. Compatibility with State Law

This Agreement is made subject to all applicable law of the State of Colorado. In the event of any conflict between the provisions of this Agreement and any such state law, the provisions of state law shall apply.

14. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

To Employer:
Town of Dolores
P.O. Box 630
Dolores, CO 81323

To Employee: _____

15. General Provisions

A. This Agreement is the final expression of the complete agreement of the Parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by a written mutual agreement signed by both Parties.

B. Employee shall not be required to live within the Dolores Town limits.

C. This Agreement shall not be assignable by either Employer or Employee.

D. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

E. The terms of this Agreement may be reviewed jointly by the Employer and Employee on a periodic basis in order to make amendments agreeable to both Parties and approved by resolution of the Board of Trustees.

F. This Agreement shall become effective immediately upon execution by the Parties.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed on its behalf by its Mayor. It has also been executed by the Employee.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES :

By: _____ Mayor Leigh Reeves

Date:

Attest: _____, Town Clerk Tammy Neely

Employee

Date: _____