



AGENDA
DOLORES COLORADO
TOWN BOARD OF TRUSTEES MEETING
OCTOBER 9TH, 2023, 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. ACTION/APPROVAL OF THE CONSENT AGENDA: The Consent Agenda is intended to allow the Board by a single motion approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a Board Member requests an item to be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be Considered under specific Agenda item numbers.

7.1 Minutes from: Board meetings on September 11th, and September 25th, 2023.

7.2 Expenditures for the month of September 2023.

8. REMOVED CONSENT AGENDA ITEMS:

9. TRUSTEES REPORTS AND ACTIONS: (Please use 5 minutes)

- Mayor Reeves
- Trustee Duvall "Val" Truelsen

- Trustee Sheila Wheeler
- Trustee Chris Holkestad
- Trustee Mark Youngquist
- Trustee Kalin Grigg
- Trustee Andy Lewis

10. ACTION/APPROVAL ORDINANCE/RESOLUTIONS: No action at this time

11. STAFF REPORTS/PRESENTATIONS:

(For the record The Clerk, Building Official, and Public Works have submitted reports to the packet, if not scheduled).

11.1 Emergency Alert System (Everbridge): Emergency Manager Jim Spratlin.

11.2 Four Corners Re-Cycling: Lisa Roche

11.3 Managers Report: Manager Ruud will give a verbal report.

11.4 Sheriff's Report: Sheriff Steve Nowlin

11.5 Attorneys Report: Jon Kelly

11.6 Treasurers Report: Heather Robertson

12. 2024 BUDGET DISCUSSION/PRESENTATION: Heather Robertson and Paul Ruud present the 2024 Budget Draft.

13. ADMINISTRATIVE BOARD BUSINESS:

13.1 Action/Approval: Dolores Library District Board appointment of Hassan Hourmanesh as Trustee.

13.2 Discussion/Possible Action: Community Center draft contract, as presented by Attorney Kelly.

13.3 Discussion: Proposition 123, decision to opt in or out.

14. BOARD/COMMISSIONS:

14.1 Parks/Playground Advisory Committee:

14.2 Planning and Zoning Committee:

14.3 Attainable Housing Task Force:

15. OUTSIDE ORGANIZATIONS:

15.1 Chamber of Commerce: Susan Lisak

15.2 Montezuma County Commissioner: Jim Candelaria

16. UPCOMING BOARD, COMMITTEE AND SPECIAL GROUP MEETING:

16.1 Board Meeting/Workshop: October 24th, 2023

16.2 Parks/Playground Advisory Committee: October 12th, 2023, at 6:00

17. ADJOURNMENT:



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING

SEPTEMBER 25TH, 2023, MEETING/WORKSHOP 5:30 P.M.

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

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WORKSHOP: Starting at 5:30 p.m., with dinner.

1. Discussion: Community Center

BOARD MEETING: Starting at 6:30 p.m.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

4. ACTION/APPROVAL OF THE AGENDA

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7. CONSENT AGENDA: No agenda at this time

8. BOARD MEMBERS COMMENTS AND REPORTS:

9. ACTION/APPROVAL OF RESOLUTIONS/ORDINANCES:

10. STAFF REPORTS/PRESENTATIONS:

- Manager Paul Ruud
- Attorney Jon Kelly
- Treasurer Heather Robertson

11. ADMINISTRATIVE BOARD BUSINESS:

11.1 Discussion/Possible Action: Traffic signs for Railroad Avenue-CDOT requirements, and the stop sign on fourth street.

11.2 Discussion/Possible Action: Marijuana/Liquor Occupational Tax

11.3 Discussion/Possible Action: Code Enforcement on noise, weeds, buildings deemed unsafe or hazardous.

11.4 Discussion/Possible Action: Update on Sheriffs 2024 contract.

11.5 Discussion/Possible Action: Recommendation from the Housing Task Force to move forward with developing parcels for affordable housing.

12. FUTURE AGENDAS:

- **P&Z meeting.** October 3rd, 2023
- **Parks meeting:** October 12th, 2023
- **Board meetings:** October 9th, 2023, Board meeting, and October 23rd, 2023, Workshop/Board meeting.

13. ADJOURNMENT



MINUTES

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING

SEPTEMBER 25TH, 2023, MEETING/WORKSHOP 5:30 P.M.

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WORKSHOP:

Mayor Reeves opened the workshop. The topic for discussion was a proposed transfer of the Community Center to the Town of Dolores. Some of the Community Center Board attended to give the Board information about the Center.

BOARD MEETING:

1. CALL TO ORDER: Mayor Reeves called the meeting to order at 6:31 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Board Members present: Mayor Leigh Reeves, Trustees Duvall "Val" Truelsen, Sheila Wheeler, Kalin Grigg, Andy Lewis, Chris Holkestad, and Mark Youngquist.

4. ACTION/APPROVAL OF THE AGENDA: Trustee Youngquist moved to approve the agenda, seconded by Trustee Holkestad. The motion was approved unanimously.

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST. No conflicts were identified.

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.

6.1 Joanna Smith, 208 S. 5th street: Addressed the Board concerning historical buildings, and the historical register. She questioned the town survey and strategic plan.

6.2 Michael Sawyer, 207 N. 20th street: Addressed the Board commenting that the town needs to be proactive in weeds, street sweeping, and leftover sandbags on the streets. Vacant lots should be cleaned up at the first of summer.

7. CONSENT AGENDA: No agenda at this time

8. BOARD MEMBERS COMMENTS AND REPORTS:

8.1 Trustee Wheeler commented that she was looking at several business properties that have closed or shut down. The properties are unmaintained. She was very concerned why these businesses were no longer in operation. The Town needs to focus on why the businesses are going away.

8.2 Trustee Holkestad commented that out of state property owners should have their taxes raised for buildings that are vacant and not maintained. He commented that the Del Rio Building has not been worked on for Five years. Building Official David Doudy stated the property owner filed report on structural repair was last year.

9. ACTION/APPROVAL OF RESOLUTIONS/ORDINANCES: No action at this time.

10. STAFF REPORTS/PRESENTATIONS:

- Manager Paul Ruud reported: The budget 2024 is nearing completion, and a draft will be presented at the October 9th meeting. He also commented that the Sheriff's contract came in with a 13% increase. Commissioner Candelaria clarified that this was not contract negotiations, but agreements. He stated the monthly billing should be annually. County and Town will continue to still visit until December when the County will approve.
- Attorney Jon Kelly will be reporting on the upcoming item numbers.
- Treasurer Heather Robertson reported the actuals for the month of July 2023.

11. ADMINISTRATIVE BOARD BUSINESS:

11.1 Discussion/Possible Action: Traffic signs for Railroad Avenue-CDOT requirements, and the stop sign on fourth street. Manager Ruud is working with John Palmer of CDOT to place behavioral traffic signs on Railroad Avenue. He mentioned the possibility of having at least one of the signs up before the end of the year. Trustee Youngquist mentioned slowing the speed more along with the signs. The Board discussed setting speed bumps in dangerous areas to slow traffic down. The Board urged staff to move on with the project on Railroad Avenue, and the 4th Street Bridge.

11.2 Discussion/Possible Action: Marijuana/Liquor Occupational Tax. Attorney Kelly questioned the Board about replacing the Occupational Tax with a sales tax. It will go before the voters at the April Election. The Community will be approving a sales tax rate increase. The Board directed Attorney Kelly to proceed.

11.3 Discussion/Possible Action: Code Enforcement on noise, weeds, buildings deemed unsafe or hazardous. Attorney Kelly informed the Board that there were some abatements sent concerning weeds on lots that were vacant. Some landowners were contacted, other landowners are hard to find. There was discussion concerning the Del Rio being a hazardous building. It is not registered as historical as alterations were made. As far as being structurally sound the owner did complete the requirements per the Building Official David Doudy. The Board directed Attorney Kelly to move forward with the abatements.

11.4 Discussion/Possible Action: Sheriffs Contract was previously discussed in item 10. Manager's report. Manager Ruud did express that he did not like the idea of paying the County the full amount upfront. He thought quarterly would be better for the Town.

11.5 Discussion/Possible Action: A recommendation came from the Housing Task Force to move forward in developing parcels for affordable housing on the 19th street property.

- Prop 123 created by the State for a State Affordable Housing Fund, dedicating 40% of funds to Affordable Housing. The Board discussed opting in or out. November 1st, 2023 is the deadline for a decision. The Board directed Manager Ruud to prepare an RFP.

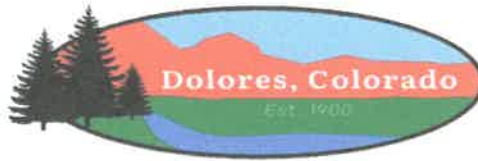
12. FUTURE AGENDAS:

- **P&Z meeting.** October 3rd, 2023
- **Parks meeting:** October 12th, 2023
- **Board meetings:** October 9th, 2023, Board meeting, and October 23rd, 2023, Workshop/Board meeting.

13. ADJOURNMENT: Mayor Reeves adjourned the meeting at 8:11 p.m.

Mayor Leigh Reeves

Town Clerk Tammy Neely



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7.1 Minutes from: Board meetings on August 14th, and 28th, 2023.

7.2 Expenditures for the month of August 2023

8. REMOVED CONSENT AGENDA ITEMS:

9. TRUSTEES REPORTS AND ACTIONS:

10. PUBLIC HEARINGS: No hearing at this time

11. ACTION/APPROVAL ORDINANCE/RESOLUTIONS: No action at this time

12. STAFF REPORTS/PRESENTATIONS:

(For the record The Town Clerk, Building Official, and Public Works have submitted reports to the packet, if not scheduled).

12.1 Managers Report

12.2 Sheriff's Report

- 12.3 Attorneys Report**
- 12.4 Treasurers Report**

13. ADMINISTRATIVE BOARD BUSINESS:

- 13.1 Presentation/Discussion:** Proposition 123 Funding
- 13.2 Discussion/Update:** Affordable Housing Task Force
- 13.3 Discussion/Update:** Marijuana Sales tax
- 13.4 Discussion/Update:** Sheriff's Contract 2024

14. BOARD/COMMISSIONS:

- 14.1 Parks/Playground Advisory Committee:**
- 14.2 Planning and Zoning Committee:**
- 14.3 Attainable Housing Task Force:**

15. OUTSIDE ORGANIZATIONS:

- 15.1 Chamber of Commerce:** Susan Lisak
- 15.2 Montezuma County Commissioner:** Jim Candelaria

16. UPCOMING BOARD, COMMITTEE AND SPECIAL GROUP MEETINGS:

- 16.1** Park/Playground Advisory Committee Thursday September 14th, 2023, 6:00 p.m.
- 16.2** Planning & Zoning Tuesday September 12th, 2023, 6:30 p.m.
- 16.3** Board/Workshop meeting September 25th, 2023, **Workshop 5:30 p.m. Board 6:30 p.m.**

17. ADJOURNMENT:



**MINUTES
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1. CALL TO ORDER Mayor Reeves called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Board Members present: Mayor Leigh Reeves, Trustees Duvall “Val” Truelsen, Chris Holkestad, Sheila Wheeler, Kalin Grigg, and Mark Youngquist. Trustee Andy Lewis appeared virtually.

3.1 Staff: Town Manager Paul Ruud, Town Clerk Tammy Neely, Treasurer Heather Robertson, Building Official David Doudy, Attorney Jon Kelly, Sheriff Steve Nowlin, and Public Work Director Randy McGuire appear virtually.

4. ACTION/APPROVAL OF THE AGENDA: *Trustee Youngquist moved to approve the agenda, seconded by Trustee Wheeler. The motion was approved unanimously.*

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST. No conflicts were identified.

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. No comment from the Public was made in person or virtually.

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7.1 Minutes from: Board meetings on August 14th, and 28th, 2023.

7.2 Expenditures for the month of August 2023

Trustee Truelsen moved to approve the consent agenda, seconded by Trustee Youngquist. The motion was approved unanimously.

8. REMOVED CONSENT AGENDA ITEMS: No items were removed.

9. TRUSTEES REPORTS AND ACTIONS:

9.1 Trustee Youngquist: Researched signs and their effectiveness in controlling traffic. The towns of Rico and Ridgeway use behavioral signage, traffic has slowed down considerably. Trustee Youngquist would like to visit with CDOT, in possibly obtaining signs for Dolores. Board Members discussed the 3-way stop sign on 4th and Riverside. The 3-way was added because the street was much wider on the south side. Sheriff Nowlin remarked it was intentionally done that way in an attempt to slow traffic down coming across the bridge. Public Works Director Randy McGuire added it was easier for snow removal. The Board suggested that Sheriff Nowlin, Manager Ruud, and Director McGuire meet to discuss the 3-way stop.

9.2 Trustee Wheeler: Talked about the survey that was conducted in the year 2022. She suggested that the Board discuss the survey at a workshop.

9.3 Trustee Youngquist suggested the Board discuss the Marijuana sales tax.

9.4 Mayor Reeves inquired about the local noise ordinance stating that there was a complaint made on an event at the Community Center. The complaint was that loud music was playing until 11:00 p.m. Sheriff Nowlin stated he will look into it. Trustee Holkestad added there have been dogs barking constantly.

9.5 Mayor Reeves inquired about flood mitigation and questioned an engineering study.

9.6 Trustee Wheeler asked about the snow removal on Railroad Avenue/Highway 145. The winter may be heavy as it was last year and could pose a problem for store front owners again. Trustee Truelsen remarked it was not the Towns responsibility to remove snow on a state highway.

10. PUBLIC HEARINGS: No hearing at this time

11. ACTION/APPROVAL ORDINANCE/RESOLUTIONS: No action at this time

12. STAFF REPORTS/PRESENTATIONS:

(For the record The Town Clerk, Building Official, and Public Works have submitted reports to the packet, if not scheduled).

12.1 Managers Report: Manager Paul Ruud reported that he and Mayor Reeves attended the CML District meeting in Bayfield.

Manager Ruud discussed these topics with the Board:

- Community Center, the next steps.
- The Water Tank was cleaned. The sanitizing company remarked it did not need much cleaning.
- Several meetings this week, Board, Planning and Zoning, and Park/Playground Advisory.

12.2 Sheriff's Report: Sheriff Steve Nowlin reported the calls for service for the month of August. No problem with bears. Sheriff Nowlin requested the Board lift the fire ban that is currently in place. The Board agreed. *Trustee Grigg moved to approve lifting the fire ban, seconded by Trustee Youngquist. The motion passed unanimously.*

12.3 Attorneys Report: Attorney Jon Kelly updated the Board on the following:

- Proposition 123 funding, concerning affordable housing programs. The act modifies the affordable housing programs (programs) created by Proposition 123, which was approved by voters at the 2022 statewide election. Local governments may opt in or out of the programs.
- Research of Marijuana occupational taxes. Attorney Kelly researched towns throughout Colorado. Very few are using the Occupational Tax. The Board would like to further discuss this at a workshop.

12.4 Treasurers Report: Treasurer Heather Robertson reported a balance of \$2,473,275.49 for all accounts and the monthly sales tax revenue as of August 2023 \$96,553.58.

13. ADMINISTRATIVE BOARD BUSINESS:

13.1 Presentation/Discussion: Proposition 123 Funding previously discussed by Attorney Jon Kelly.

13.2 Discussion/Update: Attainable Housing Task force, see item 14.3

13.3 Discussion/Update: Marijuana Sales tax was discussed previously with Attorney Jon Kelly (Item 12.3)

13.4 Discussion/Update: Sheriff's Contract 2024. The discussion was tabled for a later date. Montezuma County declined the previous contract.

14. BOARD/COMMISSIONS:

14.1 Parks/Playground Advisory Committee: Is scheduled for Thursday September 14th, 2023.

14.2 Planning and Zoning Committee: No report was given due to the P&Z meeting scheduled for September 12th, 2023.

14.3 Attainable Housing Task Force: Met August 31st, 2023. They voted to approve proceeding with the development of the 19th street housing project and put together an RFP with a possible grant. Planning and Zoning approved a subdivision, with deed restrictions.

15. OUTSIDE ORGANIZATIONS:

15.1 Chamber of Commerce: No report was given.

15.2 Montezuma County Commissioner: Jim Candelaria discussed proposition 123. Montezuma County is suffering from a lack of developers making it difficult to decide whether to opt in or out.

16. UPCOMING BOARD, COMMITTEE AND SPECIAL GROUP MEETINGS:

16.1 Park/Playground Advisory Committee Thursday September 14th, 2023, 6:00 p.m.

16.2 Planning & Zoning Tuesday September 12th, 2023, 6:30 p.m.

16.3 Board/Workshop meeting September 25th, 2023, **Workshop 5:30 p.m. Board 6:30 p.m.**

17. ADJOURNMENT: Mayor Reeves adjourned the meeting at 8:07 p.m.

Mayor Leigh Reeves

Town Clerk Tammy Neely

TOWN OF DOLORES

Check Register

Reporting All Cash Accounts

From: 9/1/2023

To: 9/30/2023

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
27607		09/01/2023		AT&T MOBILITY	08282023		\$207.65	
27608		09/01/2023		COLLETTE WEBSTER	100763 FINAL REFUND		\$69.00	
27609		09/01/2023		DAVID JAHRLING	100081 FINAL		\$19.20	
27610		09/01/2023		THE DINARDO MANAGEMENT GROUP	TD-2301		\$6,181.87	
27611		09/01/2023		FASTENAL COMPANY	COBAY76495		\$314.95	
27612		09/01/2023		FLYERS ENERGY, LLC	8/15/23		\$537.19	
27613		09/01/2023		FOUR CORNERS WELDING	CC383491		\$185.73	
27614		09/01/2023		GREEN ANALYTICAL LABORATORIES	2308151		\$211.00	
27615		09/01/2023		IMAGENET CONSULTING LLC	INV634578		\$149.12	
27616		09/01/2023		JON LEWIS KELLY, P.C.	AUGUST 23		\$4,067.95	
27617		09/01/2023		Kenneth Charles	8/12-9/12		\$800.00	
27618		09/01/2023		LARISSA HOLLEY	100626 FINAL		\$10.00	
27619		09/01/2023		MONTEZUMA COUNTY SHERIFFS OFFICE	114		\$18,333.33	
27620		09/01/2023		NETFORCE PC, INC.	CW-32798		\$105.00	
27621		09/01/2023		OJ WATSON	S10648		\$298.39	
27622		09/01/2023		PADILLA LAW, P.C.	3483		\$232.00	
27623		09/01/2023		SLAVENS, INC.	386781, CR383179		\$698.83	
27624		09/01/2023		UTILITY NOTIFICATION CENTER	223080447		\$45.15	
27625		09/05/2023		TRISHA COBERLY	19		\$150.00	
27626		09/05/2023		IMAGENET CONSULTING LLC	INV668372		\$149.12	
27627		09/05/2023		MOUNTAINLAND SUPPLY COMPANY	S105573752.001		\$3,912.40	
27628		09/05/2023		SGM	16		\$1,075.00	
27629		09/06/2023		SHEILA WHEELER	3RD QTR PAYMENT- SHEILA		\$300.00	
27630		09/06/2023		CATERPILLAR FINANCIAL SERVICES COR	34324694- 001-0900387-000		\$1,904.10	
27631		09/06/2023		CATERPILLAR FINANCIAL SERVICES COR	34324694- 001-1051144-00		\$1,765.60	
27632		09/06/2023		ALSCO	8/3-8/31		\$376.82	
27633		09/06/2023		Ron Valdez	1427		\$65.00	
27634		09/06/2023		DPC INDUSTRIES, INC	747001858-23		\$590.41	
27635		09/06/2023		BALLENTINE COMMUNICATIONS	36498		\$107.26	
27636		09/06/2023		FASTTRACK COMMUNICATIONS, INC.	9/1-9/30		\$757.50	

* Indicates Out Of Sequence Check Number

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27637		09/06/2023		FLYERS ENERGY, LLC	CFS-3549284		\$719.60	
27638		09/06/2023		LEPEW PORTA JOHNS, INC	2023-03-158		\$750.00	
27639		09/06/2023		STONE SAND & GRAVEL, LLC	60333		\$1,928.75	
27640		09/06/2023		STOTZ EQUIPMENT	P86588		\$518.26	
27641		09/06/2023		USA BLUEBOOK	INV00110991		\$1,604.79	
27642		09/06/2023		WASTE MANAGEMENT OF NM	0419760-4889-6		\$329.00	
27643		09/08/2023		DOLORES GENERAL STORE	7/31-8/31		\$484.93	
27644		09/08/2023		PARTNERS IN PARTS	7/31-8/30		\$1,963.16	
27645		09/08/2023		PRINCIPAL MUTUAL FUNDS	8/20-9/2 ER		\$290.55	
27646		09/08/2023		PRINCIPAL MUTUAL FUNDS	8/20-9/2 EE		\$517.43	
27647		09/08/2023		BANKCARD CENTER	8/24		\$1,872.08	
27648		09/11/2023		CEBT PAYMENTS	INV0060183		\$11,725.20	
27649		09/11/2023		COLORADO ANALYTICAL LAB	230824031		\$385.00	
27650		09/11/2023		EMPIRE ELECTRIC ASSOCIATION	SOLAR BILL AUGUST		\$336.30	
27651		09/11/2023		EMPIRE ELECTRIC ASSOCIATION	GROUP BILL AUGUST		\$5,353.72	
27652		09/11/2023		EMPIRE ELECTRIC ASSOCIATION	NEW TOWN HALL AUGUST		\$45.84	
27653		09/11/2023		FERGUSON WATERWORKS	1451310		\$553.16	
27654		09/11/2023		HD SUPPLY FACILITIES MAINTENANCE	0146830804		\$765.53	
27655		09/11/2023		IMAGENET CONSULTING LLC	INV674972		\$111.88	
27656		09/11/2023		JENNIFER STARK	KEN GOING AWAY PRESENT		\$97.34	
27657		09/11/2023		SHORT ELLIOTT HENDRICKSON	450079		\$360.15	
27658		09/11/2023		SAN JUAN BASIN PUBLIC HEALTH DEPAR	2023-2321		\$442.00	
27659		09/14/2023	Voided	COIN MECHANISMS INC.	4934	VOID*VOID*	\$80.35	
27660		09/14/2023		INLAND POTABLE SERVICES INC.	C23-080723P		\$2,950.00	
27661		09/14/2023	Voided	PAUL RUUD	91223	VOID*	\$6.41	
27662		09/14/2023		THE PLUMBING STORE	222814		\$26.40	
27663		09/14/2023		TREATMENT TECHNOLOGY	190206		\$3,450.56	
27664		09/14/2023		PAUL RUUD	KEYS		\$6.41	
27665		09/19/2023		CENTURYLINK	SEP 8 . OCT 7		\$152.96	
27666		09/19/2023		CIRSA	231952		\$9,283.04	

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Reporting All Cash Accounts

From: 9/1/2023

To: 9/30/2023

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
27667		09/19/2023		CIRSA	W23594		\$1,321.25	
27668		09/19/2023		CIRSA	231895		\$17.83	
27669		09/19/2023		HACH	13740161		\$2,056.00	
27670		09/19/2023		SPARKS PLUMBING & HEATING	27808		\$340.00	
27671		09/22/2023		BIG BEND SAW SERVICE	026770		\$269.50	
27672		09/22/2023		FLYERS ENERGY, LLC	CFS-3567930		\$409.76	
27673		09/22/2023		GREEN ANALYTICAL LABORATORIES	2309046		\$137.00	
27674		09/22/2023		MATTHEWS ELECTRIC OF SOUTHWEST C	23/2319		\$3,825.30	
27675		09/22/2023		PIPESTONE EQUIPMENT	14642		\$6,685.87	
27676		09/22/2023		SHORT ELLIOTT HENDRICKSON	452946		\$285.55	
27690	*	09/28/2023		AYRES ASSOCIATES INC	210162		\$2,800.00	
27691		09/28/2023		MARI CHUBBUCK	3RD QTR PARKS CHUBBUCK		\$150.00	
27692		09/28/2023	Voided	COIN MECHANISMS INC.	4934	VOID*VOID*	\$80.35	
27693		09/28/2023		DAN HEENEY	3RD QTR P&Z HEENEY		\$100.00	
27694		09/28/2023		DOLORES STATE BANK	35		\$2,049.14	
27695		09/28/2023		KALIN GRIGG	3RD QTR GRIGG		\$300.00	
27696		09/28/2023		CHRIS HOLKESTAD	3RD QTR HOLKESTAD		\$300.00	
27697		09/28/2023		JACOB CARLONI	3RD QTR PARKS CARLONI		\$150.00	
27698		09/28/2023		ANDY LEWIS	3RD QTR LEWIS		\$300.00	
27699		09/28/2023		MARIANNE MATE	3RD QTR PARKS MATE		\$100.00	
27700		09/28/2023		MARK TUCKER	3RD QTR P&Z TUCKER		\$150.00	
27701		09/28/2023		NIKKI GILLESPIE	3RD QTR PARKS GILLESPIE		\$150.00	
27702		09/28/2023		PRINCIPAL MUTUAL FUNDS	9/3-9/16- ER		\$542.59	
27703		09/28/2023		PRINCIPAL MUTUAL FUNDS	9/3-9/16- EE		\$742.94	
27704		09/28/2023		LINDA ROBINSON	3RD QTR P&Z ROBINSON		\$150.00	
27705		09/28/2023		SHIRLEY POWELL	3RD QTR P&Z POWELL		\$150.00	
27706		09/28/2023		STATEWIDE INTERNET PORTAL AUTHORI	8899		\$23.10	
27707		09/28/2023		DUVALL TRUELSEN	3RD QTR TRUELSEN		\$300.00	
27708		09/28/2023		MELISSA WATTERS	3RD QTR P&Z WATTERS		\$100.00	
27709		09/28/2023		MARK YOUNGQUIST	3RD QTR YOUNGQUIST		\$300.00	

* Indicates Out Of Sequence Check Number

TOWN OF DOLORES

Check Register

Reporting All Cash Accounts

From: 9/1/2023

To: 9/30/2023

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Ck
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27710		09/28/2023		SLAVENS, INC.	389368		\$1,768.53	
							EFT Check Count:	0
							Amount:	\$0.00
							Regular Check Count:	88
							Amount:	\$116,617.97
								\$116,617.97
							Voided Check Count:	3
							Amount:	\$167.11

Signature

These invoices are approved for payment.

Town board October 9, 2023

Building Official/Building Inspector report

Current projects:

1. #1069 – Final
2. #1108 – Final
3. #1094 – Four inspections
4. #1077 – Multiple inspections
5. #1101 – Multiple inspections

New permits: three permits for a total of \$8,268.14

6. #1109 – Public improvement permit
7. #1110 – 107 N 15th Street Units A&B
1. #1111 – 107 N 15th Street Units C&D

Consultations - Phone and in person

39 Phone and in-person

Construction Inspections

13 construction inspections of permits issued.

Future projects on the horizon:

- Two garage apartments being considered.

Business Inspections

1

Food trailer/truck inspections

None

STR Inspections

2 STR pre-inspections

Internet Technology

No report

SPECIAL PROJECTS

1. New Town Hall
 - a. The new HVAC has been installed.
 - b. Electrician is completing rough-in.
 - c. Netforce is installing network wiring.
 - d. Waiting on wiring to begin sheetrocking.

STR's

There will be a brief presentation on the current status of STR's

Compliance issues

A new property owner clear cut along the river and did excavation without permitting. Working with the owner on compliance.

STR's in Dolores

There are 17 current STR permits issued.

There have been three issued permits that did not renewed their permits and turned them back in

There are 3 applications for permits in process, this will bring us back to 20 active permits.

Of the 17 issued permits the following stands,

1. There is one owner occupied STR.
2. There are two that are ADU's (Accessory Dwelling Units, one of which is the principal dwelling unit is owner occupied)
3. There are five STR permits that the owners live in the area, but not within 20 minutes.
4. Most callers looking at purchasing property are doing so to have an STR in Dolores. Most of these possible purchases do not intend on living in Dolores.
5. We receive 4-5 inquiries monthly concerning vacant property (residential and business structures for STR's).

MAINTENANCE DAILY REPORT SEPTEMBER 2023

- 1-4 Plants. Seledon
- 5 Plants. Picked up trash and cleaned the restrooms. Replaced a blower at the wastewater plant. Finished the turbidity report. Serviced the online meters at the water tank. Mowed Riverside and Triangle parks.
- 6 Plants. Pulled the monthly wastewater samples the bacti water samples and the chlorine samples. Inventoried the spare parts for the water plant and wastewater plant. Replaced the meter pit lid at 300 N 15th for one with a wireless register hole. Repaired the water dock.
- 7 Plants. Picked up trash and cleaned the restrooms. The dive team came and cleaned and inspected the water tank. Mowed at JRP. Installed a water meter at 507 Central. Replaced the water pump on the JD tractor. Removed a fallen tree on walking trail at 9th and Riverside Ave.
- 8-10 Plants. RJ. Got called out for emergency locate at 18380 Hwy 145.
- 11 Plants. Picked up trash and cleaned the restrooms. Mowed Flanders and Riverside Parks. Cleaned and checked the jet rodder truck. Finished the DMRs for the wastewater plant. Checked for a water leak at 18524 Hwy 145. Attended the board meeting.
- 12 Plants. Mowed at JRP. Worked on the jet rodder truck's boom cylinders. Worked on sprinklers at JRP. Marked utility locates.
- 13 Plants. Mowed at JRP. Pulled the chlorine samples. Euthanized gophers. Worked on sprinklers at JRP. Replaced a meter setter at 18542 Hwy 145. Replaced the tie-rod end on the 2003 Dodge pickup. Cleaned and repaired mowers. Turned on water at 507 Central. Shut off water at 120 N 15th.
- 14 Plants. Picked up trash and cleaned the restrooms. Changed the hydraulic oil in the large mower. Repaired the lights on the park trailer. Euthanized gophers. Worked on sprinklers. Replaced the meter top at the Post Office. Maked utility locate at 509 Central.
- 15-17 Plants. Randy. Got called out for water leak at 507 Central, bathrooms at JRP, and to let the contractor into the water plant for work on the generator pad.
- 18 Plants. Picked up trash and cleaned the restrooms. Rebuilt the chlorine pump at the water plant. Met with tree trimmers to remove dead trees on the walking trail along Riverside. Started the sewer main maintenance cleaning. Mowed Riverside Park.
- 19 Plants. Mowed at JRP. Continued jet rodding the sewer mains. Worked on the sand filters at the wastewater plant. Turned off water at 30830 CR U.5 for customer repair.

- 20 Plants. Continued the sewer main maintenance. Finished work on the sand filters at the sewer plant. Inspected the water line coverage on Merritt Way. Turned water back on for 30830 CR U.5 customer.
- 21 Plants. Picked up trash and cleaned the restrooms. Mowed at JRP. Worked on sprinklers at JRP. Read meter. Filled potholes on N 14th street. Removed a rockslide on the access road to the water tank. Serviced the online meter at the water tank. Cleaned and lubed the mower.
- 22-24 Plants. Audra.
- 25 Plants. Picked up trash and cleaned the restrooms. Restocked doggie bags. Repaired sprinklers at JRP. Serviced the online meters at the water plant and water tank. Serviced the meter at the well. Worked on hydraulic leak on the jet rodder truck. Attended the board meeting.
- 26 Plants. Hauled spoil pile from the water plant yard to the green waste site. Hauled road base for pothole repairs. Worked on the sprinklers at JRP. Repaired the hydraulic leak on the jet rodder truck. Continued sewer main maintenance cleaning.
- 27 Plants. Pulled the chlorine samples. Continued the sewer main maintenance. Fixed potholes. Restock reject sand at the water plant yard. Spayed knapweed at the green waste site.
- 28 Plants. Picked up trash and cleaned the restrooms. Continued the sewer main maintenance. Used 11461 gallons of water. Worked on sprinklers at JRP. Sprayed weeds at the green waste site. Opened the site for resident hauling.
- 29-30 Plants. Seledon

TOWN OF DOLORES

Billing Period Report

For 1 9/1/2023 - 9/30/2023

Include Write Off Accounts: True

Account Active Hold	Location Hold End	Transaction Type	Amount*	Transaction Date	EID	Last Reading	New Reading	Usage
Billing Period Totals								
Balance Forward			48,974.00	574				
Payments & Credits								
		Payment Cash	-2,464.71	18				
		Payment Check	-46,697.91	377				
		Payment Credit Card	-5,120.84	46				
		Payment E-Check	-970.44	9				
		SEWER ADJUSTMENT	-2,990.04	12				
		WATER ADJUSTMENT	-3,449.02	14				
Payments & Credits			-61,692.96	476				
SEWER								
		SEWER	21,384.55	488				
		SEWER ADJUSTMENT	36.00	1				
SEWER			21,420.55	489				
WATER								
		RECONNECT FEE	100.00	2				
		WATER	30,373.91	554				
		WATER ADJUSTMENT	183.89	4				
WATER			30,657.80	560				
Ending Balance			\$39,359.39	2,099				

Rate Code Totals

Rate Code	Amount	Usage	Count
SEWER			
CS1 COMM IN TOWN	\$2,891.81	500,100	60
S01 RESIDENT IN TOWN	\$11,932.80	1,774,900	330
S02 RESIDENT OUT OF TOWN	\$682.44	70,500	12
S03 RESIDENT IN TOWN 1K	\$289.28	253,000	8
S1K COMMSEWER1KMETER	\$4,298.05	1,377,000	30
S90 SENIOR LI DISCOUNT	\$1,247.52	247,200	46
S95OUT	\$42.65	2,400	1
SOJ JEAN JOHNSON AGREEMENT	\$0.00	100	1
WATER			
C05 COMM.TAP IN TOWN	\$66.68	0	2
CW1 COMM IN TOWN	\$3,585.08	500,200	62
CW3 CM1K IN TOWN	\$3,770.50	725,000	25
MF1 100 GAL MULTI FAMILY INTOWN	\$806.00	97,900	20
MF2 1K MULTI FAMILY INTOWN	\$4,439.74	912,000	11
MF3 1K OUT OF TOWN MULTI FAMILY	\$150.69	18,000	2
MF4 100 GAL MULTI FAMILY OUT OF TOV	\$504.89	30,900	9
R01 RESIDENT IN TOWN	\$13,145.34	1,772,700	316
R02 RES. TOWN TAP	\$266.72	0	8
R03 RESIDENT OUT TOWN	\$1,888.77	175,100	33
RECONNECT FEE	\$100.00		2
RK1 RESIDENT 1K METER	\$237.36	42,600	4
TW1 TOWN WATER	\$0.00	67,400	11
TW2 TOWN WATER 1 K	\$0.00	242,000	2
W90 SENIOR LI DISCOUNT	\$1,441.86	248,000	46
W95OUT	\$70.28	3,700	2
WD WATER DOCK 1K	\$0.00	209,000	1

Usage Totals

Billing Period Report

For 1 9/1/2023 - 9/30/2023

Include Write Off Accounts: True

Account Active Hold	Location Hold End	Transaction Type	Amount*	Transaction Date	EID	Last Reading	New Reading	Usage
SEWER			13,800					
		Commercial	1,840,500					
		MultiFamily	300					
		Other	163,000					
		PublicGovt	2,000					
		Residential	2,205,600					
			4,225,200					
WATER			13,800					
		Commercial	1,892,800					
		MultiFamily	18,100					
		Other	163,000					
		PublicGovt	520,300					
		Residential	2,436,500					
			5,044,500					
Total Usage			9,269,700					

Negative Usage

No customers were billed for negative usage in this period.

Other Receipts

Description	Amount
COMNET FRANCHISE	\$791.97
COURT FINES	\$230.00
EMPIRE FRANCHISE	\$3,691.53
MISC-GENERAL	\$3.00
PARKS AND REC REVENUE	\$240.00
PROP TAX-OWNERSHIP	\$1,361.94
PROPERTY TAX	\$2,214.54
R&B TAX	\$289.65
WATER DOCK	\$1,415.00
	\$10,237.63
Payment Type	Amount
Cash	\$-1,608.00
Check	\$-8,629.63
	\$-10,237.63

* Indicates non-finalized charge

**County Commissioners:**

Jim Candelaria
Kent Lindsay
Gerald Koppenhafer
County Administrator:
Travis Anderson

Board of County Commissioners

109 West Main, Room 260
Cortez, CO 81321
(970) 565-8317
(970) 565-3420 Fax

FOR IMMEDIATE RELEASE September 29, 2023

Montezuma County Launches New Emergency Alert System
Montezuma County, CO – (9-29-23)

Montezuma County, along with Dolores County, has launched a new Emergency Alert System. The new Everbridge system will replace the current Nixle system as a way to send notifications to residents in the event of emergencies within the county. The county has used the Nixle system since 2007 but started to research better options in late 2022. "Our area has grown and our needs have changed. Nixle was no longer filling those needs," said Jim Spratlen, Montezuma County Emergency Manager. The Everbridge system was chosen, and the 911 Authority Board approved the upgrade in May of this year.

One advantage of the Everbridge system is the ability of law enforcement or emergency management to send alerts to specific neighborhoods or groups of people who might be affected by an emergency, rather than sending the alert to the entire zip code. It is a more robust system with more features, including the ability for residents to choose what kind of weather alerts they wish to receive, as well as "quiet hours" when weather alerts will be silenced. Alerts regarding an imminent threat to life cannot be silenced and will be received when needed. Residents may choose to receive community messages, advisories, and alerts via cell phone text, cell phone call, or email.

The Everbridge system will serve all residents of Montezuma County, including those in the municipalities. Unfortunately, those who were already signed up for the Nixle system must register a new account with Everbridge. Residents can sign up by downloading the Everbridge app or through the Everbridge website. Anyone who needs help signing up or who has questions or concerns is urged to call the county information line at 970-564-4998 for assistance.

###

Vicki Shaffer

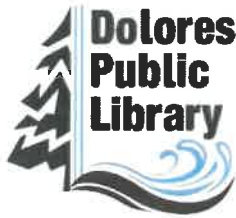
Public Information Coordinator
Montezuma County



Direct: (970) 564-2736

Cell: (970) 759-8975

Email: pio@co.montezuma.co.us



PO Box 847, Dolores, Colorado 81323

September 18, 2023

Town of Dolores Board
PO Box 630
Dolores, CO 81323

Dear Board Members,

One of our current board trustees has stepped down because they had to move out of the district. We advertised for new trustee candidates and found an excellent replacement. We have asked Hassan Hourmanesh to replace the outgoing trustee. He is extremely well qualified to serve in this role.

Hassan has previous board experience as a member and the Treasurer of the High Desert Conservation District Board and holds an MBA in Business Administration from Utah State University. He has worked in high level positions for many impressive IT companies over his career, including Intel and Microsoft. He retired from a Senior management position in the IT sector in 2018 and moved here to be closer to his wife's family. He actively participates in library programming and sees this position as a way to give back in addition to the property taxes that fund the Dolores School and Library Districts. In his correspondence he said, "I am excited to be given the opportunity to contribute my skills and knowledge to such a commendable and visible institution in Dolores. I would like to extend my gratitude to Sean, the entire Board, and everyone involved in the selection process. I am thrilled to begin this new role and be a part of an organization that plays a vital role in our community's intellectual, cultural, and physical development."

We would appreciate your appointment of Hassan Hourmanesh to the Dolores Library District Board of Trustees. Please call us should you need more information.

Sincerely,

Sandra Jumper, President
Dolores Library District Board of Trustees
(970) 739-6692

Sean Gantt, Executive Director
Dolores Library District
(970) 882-4127



TOWN OF DOLORES

SEPTEMBER

2023

Dolores Summons

Total Records: 21

MONTEZUMA COUNTY SHERIFF'S OFFICE

730 EAST DRISCOLL STREET
CORTEZ, CO 81321
STEVE NOWLIN - SHERIFF
970-565-8452
970-564-3731



CITATION NUMBER	CHARGES	Count
C33227		1
Date Reported		Issuing Officer
9/6/2023		GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C33059		1
Date Reported		Issuing Officer
9/9/2023		GUTTRIDGE, DAYLAN
CITATION NUMBER	CHARGES	Count
C30487	CRIMINAL VIOL - 3RD DEGREE CRIMINAL TRESPASS	1
Date Reported		Issuing Officer
9/16/2023		FROST, THOMAS
CITATION NUMBER	CHARGES	Count
C32240	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
9/2/2023		PARKER, TOMAS
CITATION NUMBER	CHARGES	Count
C33009	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
9/14/2023		SUMMERS, ZACHARY
CITATION NUMBER	CHARGES	Count
C32242	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
9/24/2023		PARKER, TOMAS
CITATION NUMBER	CHARGES	Count
C32243	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
9/24/2023		PARKER, TOMAS
CITATION NUMBER	CHARGES	Count
C32867	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
9/27/2023		WEST, MARC

CITATION NUMBER	CHARGES	Count
C33226	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE, CRIMINAL VIOL - DOMESTIC VIOLENCE	1
Date Reported		Issuing Officer
9/6/2023		GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C30488	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE, CRIMINAL VIOL - DOMESTIC VIOLENCE	1
Date Reported		Issuing Officer
9/17/2023		FROST, THOMAS
CITATION NUMBER	CHARGES	Count
C30486	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE, CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2)	1
Date Reported		Issuing Officer
9/8/2023		FROST, THOMAS
CITATION NUMBER	CHARGES	Count
C32688	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER	1
Date Reported		Issuing Officer
9/30/2023		HINTON, WRANGLER
CITATION NUMBER	CHARGES	Count
C32865	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M1)	1
Date Reported		Issuing Officer
9/7/2023		WEST, MARC
CITATION NUMBER	CHARGES	Count
C33228	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2)	1
Date Reported		Issuing Officer
9/6/2023		GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C32238	CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH	1
Date Reported		Issuing Officer
9/7/2023		LAMBERT, REBECCA
CITATION NUMBER	CHARGES	Count
C32864	CRIMINAL VIOL - HARASSMENT - STRIKE, SHOVE, KICK (M1)	1
Date Reported		Issuing Officer
9/7/2023		HILL, TAYLER
CITATION NUMBER	CHARGES	Count
C33329	CRIMINAL VIOL - UNLAWFUL OWNERSHIP OF DANGEROUS DOG (M1)	1
Date Reported		Issuing Officer
9/16/2023		JEWELL, JARROD

CITATION NUMBER	CHARGES	Count
C32866	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
9/18/2023		WEST, MARC

CITATION NUMBER	CHARGES	Count
C33108	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
9/29/2023		SMITH, STEVEN

CITATION NUMBER	CHARGES	Count
C33300	TRAFFIC VIOL-STATUTE - DROVE (MOTOR/OFF-HIGHWAY) VEHICLE WHEN LICENSE DENIED, TRAFFIC VIOL-STATUTE - OWNER OPERATED/ALLOWED TO BE OPERATED/AN UNINSURED MV ON PUB, TRAFFIC VIOL-STATUTE - DISPLAY/POSSESS/SALE/FICTITIOUS -, TITLE/PLATE/VALID TAB, TRAFFIC VIOL-STATUTE - RECKLESS DRIVING	1
Date Reported		Issuing Officer
9/1/2023		LANYON, JACOB

CITATION NUMBER	CHARGES	Count
C33229	TRAFFIC VIOL-STATUTE - DROVE VEHICLE UNDER RESTRAINT ALCOHOL/DRUG OFFENSE, CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH , TRAFFIC VIOL-STATUTE - OPEN ALCOHOLIC BEVERAGE CONTAINER - MOTOR VEHICLE - PROHIBITED	1
Date Reported		Issuing Officer
9/7/2023		GILBERTO, JACOB

Call No	Date	Type	Address	City, State	Call Taker
23039838	9/1/2023 9:12	TRESPASS	105 S 8TH ST	DOLORES, CO	APARKER
23039859	9/1/2023 12:38	CIVIL STANDBY	102 S 11TH ST	DOLORES, CO	APARKER
23039873	9/1/2023 13:47	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ARRAYGOZA
23039885	9/1/2023 14:42	TRAFFIC STOP	200 S 11TH ST	DOLORES, CO	APARKER
23039985	9/2/2023 0:08	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	SBOGOTT
23039986	9/2/2023 0:14	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	JDOLLAR
23040024	9/2/2023 11:23	ANIMAL WELFARE CHECK	100 N 6TH ST	DOLORES, CO	APARKER
23040053	9/2/2023 15:34	ANIMAL WELFARE CHECK	18380 HWY 145	DOLORES, CO	ARRAYGOZA
23040114	9/2/2023 22:12	NOISE COMPLAINT	400 RIVERSIDE AVE	DOLORES, CO	JDOLLAR
23040116	9/2/2023 22:25	NOISE COMPLAINT	1800 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23040138	9/3/2023 6:50	WELFARE CHECK	400 RAILROAD AVE	DOLORES, CO	ARRAYGOZA
23040161	9/3/2023 12:04	WELFARE CHECK	1550 HILLSIDE AVE	DOLORES, CO	DPADILLA
23040166	9/3/2023 12:32	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ARRAYGOZA
23040167	9/3/2023 12:44	FOOT	400 RAILROAD AVE	DOLORES, CO	ARRAYGOZA
23040173	9/3/2023 13:52	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ARRAYGOZA
23040236	9/3/2023 21:19	TRAFFIC STOP	1 N 2ND ST	DOLORES, CO	ALUDINGTON
23040264	9/3/2023 23:27	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23040323	9/4/2023 11:36	BUSINESS CHECK	421 RAILROAD AVE	DOLORES, CO	SBOGOTT
23040335	9/4/2023 13:01	RESTRAINING ORDER VIOLATION	201 CENTRAL AVE	DOLORES, CO	APARKER
23040344	9/4/2023 13:41	TRAFFIC ACCIDENT	795 RAILROAD AVE	DOLORES, CO	APARKER
23040436	9/5/2023 6:59	COMMUNITY POLICING	20 CENTRAL AVE	DOLORES, CO	TMENDOZA
23040441	9/5/2023 7:35	TRAFFIC STOP	510 CENTRAL AVE	DOLORES, CO	TMENDOZA
23040452	9/5/2023 9:05	FOOT	1301 CENTRAL AVE	DOLORES, CO	TMENDOZA
23040484	9/5/2023 11:38	EXTRA PATROL	2 CENTRAL AVE	DOLORES, CO	TMENDOZA
23040507	9/5/2023 14:01	UNWANTED PERSON	420 CENTRAL AVE	DOLORES, CO	TMENDOZA
23040516	9/5/2023 15:12	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	TMENDOZA
23040596	9/6/2023 5:52	TRAFFIC ACCIDENT	1 N 2ND ST	DOLORES, CO	TMENDOZA
23040663	9/6/2023 11:50	CIVIL STANDBY	201 CENTRAL AVE	DOLORES, CO	TMENDOZA
23040698	9/6/2023 14:43	VERBAL DISTURBANCE	1000 RAILROAD AVE	DOLORES, CO	SBOGOTT
23040703	9/6/2023 15:18	ATTEMPT TO SERVE CIVIL	102 S 2ND ST	DOLORES, CO	TMENDOZA
23040721	9/6/2023 17:24	ATTEMPT TO SERVE CIVIL	104 S 2ND ST	DOLORES, CO	JDOLLAR
23040742	9/6/2023 20:04	PHONE CALL	306 RIVERSIDE AVE	DOLORES, CO	AVIOLETTE
23040743	9/6/2023 20:23	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	JDOLLAR

23040807	9/7/2023 11:08	CIVIL STANDBY	201 CENTRAL AVE	DOLORES, CO	SWHITE
23040872	9/7/2023 15:34	EXTRA PATROL	1301 CENTRAL AVE	DOLORES, CO	ARAYGOZA
23040915	9/7/2023 21:29	COMPLAINT	1319 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23040924	9/7/2023 23:16	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	KRYTTING
23040926	9/7/2023 23:21	TRAFFIC STOP	200 S 4TH ST	DOLORES, CO	KRYTTING
23041137	9/9/2023 11:14	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	ARAYGOZA
23041230	9/9/2023 21:30	TRAFFIC STOP	200 S 4TH ST	DOLORES, CO	VRENDON
23041234	9/9/2023 22:07	CIVIL STANDBY	201 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23041386	9/11/2023 10:20	ATTEMPT TO SERVE CIVIL	108 N 8TH ST	DOLORES, CO	SBOGOTT
23041399	9/11/2023 11:26	CIVIL STANDBY	201 CENTRAL AVE	DOLORES, CO	APARKER
23041401	9/11/2023 11:28	UNATTENDED DEATH	115 N 5TH ST	DOLORES, CO	APARKER
23041443	9/11/2023 14:54	SUSPICIOUS ACTIVITY	94 CENTRAL AVE	DOLORES, CO	TMENDOZA
23041509	9/11/2023 21:02	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	AVIOLETTE
23041534	9/12/2023 4:38	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	KRYTTING
23041554	9/12/2023 8:23	BUSINESS CHECK	400 RAILROAD AVE	DOLORES, CO	TMENDOZA
23041589	9/12/2023 10:57	COURTESY RIDE	420 CENTRAL AVE	DOLORES, CO	TMENDOZA
23041603	9/12/2023 12:11	UNKNOWN PROBLEM	1301 CENTRAL AVE	DOLORES, CO	TMENDOZA
23041606	9/12/2023 12:29	UNKNOWN PROBLEM	18380 HWY 145	DOLORES, CO	TMENDOZA
23041607	9/12/2023 12:35	COMPUTER CRIMES	420 CENTRAL AVE	DOLORES, CO	TMENDOZA
23041669	9/12/2023 20:12	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	JDOLLAR
23041677	9/12/2023 21:22	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	JDOLLAR
23041694	9/12/2023 23:00	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	JDOLLAR
23041712	9/13/2023 6:15	TRAFFIC STOP	400 RAILROAD AVE	DOLORES, CO	TMENDOZA
23041764	9/13/2023 12:22	BUSINESS CHECK	1009 RAILROAD AVE	DOLORES, CO	SWHITE
23041778	9/13/2023 13:58	PHONE CALL	101 N 3RD ST	DOLORES, CO	TMENDOZA
23041825	9/13/2023 18:03	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	DPADILLA
23041841	9/13/2023 19:41	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	DPADILLA
23041865	9/13/2023 21:43	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	AVIOLETTE
23041870	9/13/2023 22:12	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	AVIOLETTE
23041871	9/13/2023 22:15	SHOTS FIRED	100 N 20TH ST	DOLORES, CO	AVIOLETTE
23041904	9/14/2023 9:07	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	ARAYGOZA
23041928	9/14/2023 11:15	ABANDON VEHICLE	420 CENTRAL AVE	DOLORES, CO	ARAYGOZA
23041974	9/14/2023 14:55	SUSPICIOUS ACTIVITY	105 N 7TH ST	DOLORES, CO	SWHITE
23042006	9/14/2023 17:42	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON

23042021	9/14/2023 18:45	WILDLIFE	211 N 21ST ST	DOLORES, CO	ALUDINGTON
23042025	9/14/2023 19:19	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23042068	9/15/2023 4:31	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	AVIOLETTE
23042081	9/15/2023 8:21	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	SWHITE
23042083	9/15/2023 8:24	BUSINESS ALARM	400 RAILROAD AVE	DOLORES, CO	SWHITE
23042093	9/15/2023 9:17	ATTEMPT TO SERVE CIVIL	108 N 8TH ST	DOLORES, CO	SWHITE
23042099	9/15/2023 9:40	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	SWHITE
23042176	9/15/2023 14:55	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	SWHITE
23042183	9/15/2023 15:24	BUSINESS CHECK	341 RAILROAD AVE	DOLORES, CO	SWHITE
23042238	9/15/2023 23:23	TRAFFIC STOP	200 S 4TH ST	DOLORES, CO	KRYTTING
23042265	9/16/2023 7:12	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ARAYGOZA
23042334	9/16/2023 12:39	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	ARAYGOZA
23042364	9/16/2023 15:39	CIVIL STANDBY	201 CENTRAL AVE	DOLORES, CO	SWHITE
23042376	9/16/2023 17:38	COMMUNITY POLICING	701 RAILROAD AVE	DOLORES, CO	APARKER
23042389	9/16/2023 18:53	TRAFFIC STOP	200 S 11TH ST	DOLORES, CO	ALUDINGTON
23042395	9/16/2023 19:36	UNWANTED PERSON	1319 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23042409	9/16/2023 20:57	DISTURBANCE	103 N 2ND ST	DOLORES, CO	ALUDINGTON
23042489	9/17/2023 14:18	DISTURBANCE	1319 RAILROAD AVE	DOLORES, CO	APARKER
23042491	9/17/2023 14:37	VERBAL DISTURBANCE	18396 HWY 145	DOLORES, CO	APARKER
23042515	9/17/2023 18:13	TRAFFIC STOP	100 N 18TH ST	DOLORES, CO	APARKER
23042540	9/17/2023 22:06	COMMUNITY POLICING	203 S 4TH ST	DOLORES, CO	ALUDINGTON
23042565	9/18/2023 7:17	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	TMENDOZA
23042654	9/18/2023 15:45	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ARAYGOZA
23042674	9/18/2023 18:44	TRAFFIC STOP	100 RAILROAD AVE	DOLORES, CO	ARAYGOZA
23042677	9/18/2023 18:55	FOLLOWUP	100 N 20TH ST	DOLORES, CO	ARAYGOZA
23042714	9/19/2023 0:11	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	JDOLLAR
23042796	9/19/2023 12:24	BUSINESS CHECK	1009 RAILROAD AVE	DOLORES, CO	SBOGOTT
23042845	9/19/2023 16:45	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	SBOGOTT
23042916	9/20/2023 4:04	SUSPICIOUS VEHICLE	200 S 5TH AVE	DOLORES, CO	AVIOLETTE
23042921	9/20/2023 7:07	DOG RUNNING AT LARGE	100 N 11TH ST	DOLORES, CO	TMENDOZA
23042935	9/20/2023 8:34	PARKING COMPLAINT	1009 RAILROAD AVE	DOLORES, CO	SBOGOTT
23042964	9/20/2023 10:48	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	TMENDOZA
23042971	9/20/2023 11:52	UNKNOWN PROBLEM	700 CENTRAL AVE	DOLORES, CO	TMENDOZA
23042983	9/20/2023 13:23	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	APARKER

23043003	9/20/2023 15:51	TRAFFIC ACCIDENT HIT AND RUN	1002 RAILROAD AVE	DOLORES, CO	APARKER
23043018	9/20/2023 17:52	RECKLESS	104 N 20TH ST	DOLORES, CO	SWHITE
23043041	9/20/2023 19:18	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	SWHITE
23043053	9/20/2023 20:45	INFORMATION ONLY	501 RAILROAD AVE	DOLORES, CO	JDOLLAR
23043122	9/21/2023 10:57	MOTORIST ASSIST	420 CENTRAL AVE	DOLORES, CO	APARKER
23043161	9/21/2023 14:53	PHONE CALL	420 CENTRAL AVE	DOLORES, CO	VRENDON
23043217	9/21/2023 21:31	TRAFFIC STOP	200 S 6TH ST	DOLORES, CO	SWHITE
23043251	9/22/2023 8:29	DOG RUNNING AT LARGE	18396 HWY 145	DOLORES, CO	VRENDON
23043322	9/22/2023 16:42	WARRANT SERVICE	420 CENTRAL AVE	DOLORES, CO	AVIOLETTE
23043324	9/22/2023 16:48	TRAFFIC STOP	200 S 5TH AVE	DOLORES, CO	AVIOLETTE
23043325	9/22/2023 16:52	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	AVIOLETTE
23043451	9/23/2023 15:26	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23043452	9/23/2023 15:29	PROPERTY DAMAGE	501 RAILROAD AVE	DOLORES, CO	ALUDINGTON
23043480	9/23/2023 18:54	WELFARE CHECK	2006 HILLSIDE AVE	DOLORES, CO	JDOLLAR
23043507	9/23/2023 23:07	BREATHING DIFFICULTY	1401 CENTRAL AVE	DOLORES, CO	JDOLLAR
23043528	9/24/2023 7:22	MOTORIST ASSIST	400 S 4TH ST	DOLORES, CO	DPADILLA
23043568	9/24/2023 13:15	DOMESTIC VIOLENCE	18396 HWY 145	DOLORES, CO	ALUDINGTON
23043578	9/24/2023 14:41	TRAFFIC ACCIDENT HIT AND RUN	1 N 2ND ST	DOLORES, CO	ALUDINGTON
23043588	9/24/2023 16:37	BREAK IN	204 CENTRAL AVE	DOLORES, CO	DPADILLA
23043602	9/24/2023 18:53	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	JDOLLAR
23043613	9/24/2023 20:45	LOST OR STOLEN PROPERTY	1401 CENTRAL AVE	DOLORES, CO	KRYTTING
23043630	9/24/2023 23:35	PHONE CALL	1401 CENTRAL AVE	DOLORES, CO	JDOLLAR
23043672	9/25/2023 8:11	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	SWHITE
23043700	9/25/2023 10:44	BUSINESS CHECK	1009 RAILROAD AVE	DOLORES, CO	SWHITE
23043713	9/25/2023 11:53	PARKING COMPLAINT	1009 RAILROAD AVE	DOLORES, CO	SWHITE
23043720	9/25/2023 12:32	PHONE CALL	109 N 6TH ST	DOLORES, CO	ALUDINGTON
23043721	9/25/2023 12:44	LOST OR STOLEN PROPERTY	604 HILLSIDE AVE	DOLORES, CO	ALUDINGTON
23043778	9/25/2023 18:50	JUVENILE PROBLEM	1301 CENTRAL AVE	DOLORES, CO	ALUDINGTON
23043808	9/26/2023 5:34	SUSPICIOUS PERSON	715 RAILROAD AVE	DOLORES, CO	KRYTTING
23043814	9/26/2023 7:23	MENTAL SUBJECT	1401 CENTRAL AVE	DOLORES, CO	SBOGOTT
23043886	9/26/2023 13:57	BUSINESS CHECK	1009 RAILROAD AVE	DOLORES, CO	SBOGOTT
23043896	9/26/2023 14:31	ILLEGAL CAMPING	1323 RAILROAD AVE	DOLORES, CO	SBOGOTT
23043913	9/26/2023 16:38	TRAFFIC STOP	100 S 1ST ST	DOLORES, CO	AVIOLETTE
23044034	9/27/2023 12:15	BUSINESS CHECK	1009 RAILROAD AVE	DOLORES, CO	SBOGOTT

23044058	9/27/2023 14:33	ILLEGAL CAMPING	1323 RAILROAD AVE	DOLORES, CO	SBOGOTT
23044118	9/27/2023 20:05	TRAFFIC STOP	200 S 6TH ST	DOLORES, CO	ALUDINGTON
23044145	9/27/2023 22:36	BARKING DOG	1123 CENTRAL AVE	DOLORES, CO	JDOLLAR
23044146	9/27/2023 22:37	SHOTS FIRED	1800 HILLSIDE AVE	DOLORES, CO	ALUDINGTON
23044172	9/28/2023 7:15	CONSENSUAL CONTACT	94 CENTRAL AVE	DOLORES, CO	ARRAYGOZA
23044235	9/28/2023 11:39	BUSINESS CHECK	1009 RAILROAD AVE	DOLORES, CO	ARRAYGOZA
23044251	9/28/2023 13:20	DOG RUNNING AT LARGE	100 N 7TH ST	DOLORES, CO	ARRAYGOZA
23044264	9/28/2023 14:37	COMMUNITY POLICING	1 B ST	DOLORES, CO	ARRAYGOZA
23044292	9/28/2023 17:44	TRAFFIC STOP	200 S 4TH ST	DOLORES, CO	VRENDON
23044331	9/28/2023 23:11	TRAFFIC STOP	200 S 6TH ST	DOLORES, CO	ALUDINGTON
23044387	9/29/2023 10:10	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	ARRAYGOZA
23044457	9/29/2023 17:22	TRAFFIC STOP	100 N 16TH ST	DOLORES, CO	VRENDON
23044544	9/30/2023 8:24	COURTESY RIDE	701 RAILROAD AVE	DOLORES, CO	ARRAYGOZA

Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg Time On Scene	Avg Time	Total Time
ABANDON VEHICLE	1	0.42	0	0.03	77.32	77.77	77.77
ANIMAL WELFARE CHECK	2	31.88	0.05	0	0	31.93	63.87
ATTEMPT TO SERVE CIVIL	4	0.08	0	0	0	0.08	0.33
BARKING DOG	1	33.22	0.03	0	0	33.25	33.25
BREAK IN	1	1.57	0.6	5.6	5.48	13.25	13.25
BREATHING DIFFICULTY	1	2.7	0.02	13.28	7.87	23.87	23.87
BUSINESS ALARM	1	0	0	0	0	0	0
BUSINESS CHECK	31	0.08	0	0	0	0.08	2.62
CIVIL STANDBY	6	17.21	0.08	2.6	26.86	46.75	280.48
COMMUNITY POLICING	4	2.36	3.1	0	0	5.47	21.87
COMPLAINT	1	4.63	0	0	0	4.63	4.63
COMPUTER CRIMES	1	31.47	0.05	0	0	31.52	31.52
CONSENSUAL CONTACT	1	0.98	0	0.03	10.88	11.9	11.9
COURTESY RIDE	2	0.92	1.41	0.01	25.6	27.93	55.87
DISTURBANCE	2	1.53	0.01	0.04	5.33	6.9	13.8
DOG RUNNING AT LARGE	3	0.6	0.18	1.29	1	3.08	9.23
DOMESTIC VIOLENCE	1	0.68	0.38	14.42	3.52	19	19
EXTRA PATROL	15	0.07	0	0	0	0.08	1.13
FOLLOWUP	6	0.05	0.02	0	0	0.07	0.42
FOOT	2	0.16	0	0	0	0.16	0.32
ILLEGAL CAMPING	2	0.43	2.72	0	0	3.14	6.28
INFORMATION ONLY	1	0	0	0	0	0	0
JUVENILE PROBLEM	1	0.87	0	0	0	0.87	0.87
LOST OR STOLEN PROPERTY	2	2.14	0.1	9.21	19.83	31.28	62.57
MENTAL SUBJECT	1	1.33	1.27	0.02	42.77	45.38	45.38
MOTORIST ASSIST	2	3.72	3.98	46.46	72.11	126.27	252.53
NOISE COMPLAINT	2	5.8	0.02	0	0	5.82	11.63
PARKING COMPLAINT	2	2.05	2.18	0	0	4.23	8.47
PHONE CALL	5	0.75	0	0	0	0.75	3.73
PROPERTY DAMAGE	1	0.27	0	0	0	0.27	0.27
RECKLESS	1	0	0	0	0	0	0
RESTRAINING ORDER VIOLATION	1	20.75	6.07	0.45	51.4	78.67	78.67
SHOTS FIRED	2	0.63	0.74	17.28	237.83	256.48	512.95
SUSPICIOUS ACTIVITY	2	1.44	0.17	0	0	1.61	3.22
SUSPICIOUS PERSON	1	1.95	0.02	0	0	1.97	1.97

SUSPICIOUS VEHICLE	1	0	0.48	30.47	6.12	37.07	37.07
TRAFFIC ACCIDENT	2	1.52	0.27	4.28	33.48	39.55	79.1
TRAFFIC ACCIDENT HIT AND RUN	2	1.23	0.88	3.28	8.05	13.44	26.88
TRAFFIC STOP	17	0.23	0.03	0	0.92	1.17	19.93
TRESPASS	1	0	0	0	0	0	0
UNATTENDED DEATH	1	1.67	0.35	3.83	94.98	100.83	100.83
UNKNOWN PROBLEM	3	0.08	0	0	0	0.08	0.25
UNWANTED PERSON	2	30.68	0.02	0.01	10.43	41.13	82.27
VERBAL DISTURBANCE	2	1.68	0.03	0.56	25.38	27.65	55.3
WARRANT SERVICE	1	2.5	120.67	0	24.87	147.97	147.97
WELFARE CHECK	3	7.76	1.45	0	0	9.21	27.63
WILDLIFE	1	1.28	4.58	0	0	5.87	5.87

TOTAL CALLS FOR SERVICE-SEPT

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TREASURER'S REPORT
TOWN OF DOLORES
October 5, 2023

Petty Cash	\$300.00
Hi-Fi Savings Account	\$624,538.13
Checking Account	\$145,200.68
Conservation Trust Fund	\$23,512.39
ColoTrust	\$1,115,572.93
Bonds	\$582,173.15
Business Account (AFLAC)	\$5,242.69
Playground Account/Donations	\$3,182.33
TOTAL	\$2,499,722.30

TOWN OF DOLORES

RESOLUTION NO. 556

SERIES 2023

**A RESOLUTION AUTHORIZING THE TOWN TO ENTER INTO A CONTRACT TO ACCEPT DONATION OF
REAL PROPERTY LOCATED AT 400 RIVERSIDE AVE**

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

WHEREAS the Board of Trustees is authorized pursuant to Colorado law to enter into agreements in order to acquire real property and land as may be necessary, or suitable for the public interest.

WHEREAS, a private nonprofit corporation, Dolores Community Center Association (Association), owns and operates a community center at 400 Riverside in the Town of Dolores.

WHEREAS, the board of directors of the Association has expressed that it cannot continue to operate the Community Center and wishes to donate the building, its contents and bank account to the Town of Dolores.

WHEREAS, the Board of Trustees determines that the Community Center is an important social and economic resource to the citizens of the Town of Dolores and the loss of the Community Center would negatively affect the community.

WHEREAS, the Board of Trustees determines that it is in the best interest of the Town and its citizen to enter into a contract for the donation of the Community Center property with terms calling for the Town to exercise due diligence prior to closing.

WHEREAS the Community Center property is generally described as a tract of land in the NE4 16-37-15 NMPM described in that deed recorded at Book 470 Page 08 in the real estate records of Montezuma County, Colorado. Town of Dolores. County of Montezuma. State of Colorado. Known by assessor's parcel number 5359-161-00-007. A final legal description will be determined by survey.

WHEREAS the Board of Trustees finds that this parcel of property has value for the citizens of the Town of Dolores as a building for Town Hall to house offices for Town staff, the Town Marshal, boardroom and municipal court.

WHEREAS the Trustees find it necessary and suitable and in the best interest of the Town for the health, safety and welfare of the residents of the Town of Dolores that the Town of Dolores enter into a contract for the donation of the within described real property as set forth in this resolution.

WHEREAS as contract for the acquisition of the Community Center property is attached hereto as Exhibit 1.

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

1. The Board of Trustees approves and authorizes the Town of Dolores to enter into the contract attached hereto as Exhibit 1 for the acquisition of the Community Center property.

2. The Board of Trustees appropriate and/or allocates the funds necessary to pay the closing costs, survey and title work and other costs of due diligence associated with this purchase in an amount not to exceed \$5,000 from the general fund and authorizes the expenditure of the same.
3. The Board of Trustees appropriate and/or allocates the funds necessary to pay the cost of purchase, closing costs, title insurance, and other costs of closing and prorations, from the general fund and authorizes the expenditure of the same.
4. The Town Manager and Mayor are authorized to execute the contract to purchase to the subject property at 400 Riverside, Dolores Colorado as described herein on the terms described herein. The Town Manager and Mayor are authorized to execute any other documents that may be reasonably necessary in furtherance of the action contemplated in this resolution.
5. If any section, clause, phrase, word other provisions of this resolution shall for any reason be held invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases words or other provisions and the validity of this resolution shall stand notwithstanding.

INTRODUCED, READ AND PASSED AS A RESOLUTION AT THE SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES HELD ON SEPTEMBER 26, 2022, AT WHICH A QUORUM WAS PRESENT.

ADOPTED by the Board of Trustees of the Town of Dolores, Colorado, October 9, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)**
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: October 9, 2023

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Dolores, a Colorado statutory town (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other _____.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Dolores Community Center Association, a Colorado non profit corporation (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Montezuma, Colorado (insert legal description):

A tract of land in the NE4 16-37-15 NMPM described in that deed recorded at Book 470 Page 08 in the real estate records of Montezuma County, Colorado. Town of Dolores. County of Montezuma. State of Colorado. Known by assessor's parcel number 5359-161-00-007. A final legal description will be determined by survey.

known as: 400 Riverside, Dolores CO 81323
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

All appliances, fixtures, tables, chairs, dishes, silverware, chairs, stage, supplies and sundries, audio visual equipment, and all other personal property presently located on the premises. Seller will transfer the balance of its operating account and transfer its phone number, website and social media accounts to the Buyer upon closing.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00pm
2	§ 4	Alternative Earnest Money Deadline	na
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	November 3, 2023
4	§ 8	Record Title Objection Deadline	1/26/2024
5	§ 8	Off-Record Title Deadline	November 2, 2023
6	§ 8	Off-Record Title Objection Deadline	November 17, 2023
7	§ 8	Title Resolution Deadline	1/26/2024
8	§ 8	Third Party Right to Purchase/Approve Deadline	na
		Owners' Association	
9	§ 7	Association Documents Deadline	na
10	§ 7	Association Documents Termination Deadline	na
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	November 3, 2023
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	-
		Loan and Credit	
13	§ 5	New Loan Application Deadline	-
14	§ 5	New Loan Terms Deadline	-
15	§ 5	New Loan Availability Deadline	-
16	§ 5	Buyer's Credit Information Deadline	-
17	§ 5	Disapproval of Buyer's Credit Information Deadline	-
18	§ 5	Existing Loan Deadline	-
19	§ 5	Existing Loan Termination Deadline	-
20	§ 5	Loan Transfer Approval Deadline	-
21	§ 4	Seller or Private Financing Deadline	-
		Appraisal	
22	§ 6	Appraisal Deadline	-
23	§ 6	Appraisal Objection Deadline	-
24	§ 6	Appraisal Resolution Deadline	-
		Survey	
25	§ 9	New ILC or New Survey Deadline	12/8/2023
26	§ 9	New ILC or New Survey Objection Deadline	12/16/2023
27	§ 9	New ILC or New Survey Resolution Deadline	1/12/2024
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	-
29	§ 8	Mineral Rights Examination Deadline	-
30	§ 10	Inspection Termination Deadline	11/24/2023
31	§ 10	Inspection Objection Deadline	11/10/2023
32	§ 10	Inspection Resolution Deadline	11/24/2023
33	§ 10	Property Insurance Termination Deadline	12/15/2023
34	§ 10	Due Diligence Documents Delivery Deadline	11/3/2023
35	§ 10	Due Diligence Documents Objection Deadline	11/17/2023
36	§ 10	Due Diligence Documents Resolution Deadline	11/17/2023
37	§ 10	Environmental Inspection Termination Deadline	-
38	§ 10	ADA Evaluation Termination Deadline	-
39	§ 10	Conditional Sale Deadline	-
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	-
41	§ 11	Estoppel Statements Deadline	-
42	§ 11	Estoppel Statements Termination Deadline	-
		Closing and Possession	
43	§ 12	Closing Date	February 8, 2024
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	Acceptance Deadline Date	November 1, 2023

47	§ 27	Acceptance Deadline Time	5:00pm

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ Will ☐ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 10.00	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$ 10.00
10		TOTAL	\$ 10.00	\$ 10.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$- (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a ^{NA}, will be payable to and held by Colorado Title and Closing Services, LLC - Cortez branch (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23

(Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default", § 20.1 and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:
☐ **Conventional** ☐ **Other** _____

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$ _____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

206 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

207 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
208 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
209 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

210 **5.2. New Loan Terms; New Loan Availability.**

211 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
213 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
214 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
215 satisfactory to Buyer, in Buyer's sole subjective discretion.

216 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
217 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
218 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
219 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
220 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
221 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
222 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
223 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
224 Survey).

225 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
226 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
227 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
228 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
229 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
230 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
231 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
232 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
233 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

234 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
235 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
236 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
237 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
238 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
239 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
240 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
241 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
242 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

243 **6. APPRAISAL PROVISIONS.**

244 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
245 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
246 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
247 valued at the Appraised Value.

248 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
249 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

250 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
251 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
252 **Objection Deadline**:

253 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
254 or

255 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
256 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

257 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
258 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
259 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
260 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

261 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
262 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
263 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
264 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
265 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
266 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

267 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer
268 ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
269 agent or all three.

270 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
271 Communities and subject to one or more declarations (Association).

272 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
273 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
274 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
275 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
276 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
277 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
278 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
279 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
280 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
281 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
282 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
283 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
284 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
285 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
286 **ASSOCIATION.**

287 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
288 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
289 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
290 of the Association Documents, regardless of who provides such documents.

291 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

292 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
293 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
294 C.R.S.;

295 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
296 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
297 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
298 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

299 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
300 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
301 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
302 (Association Insurance Documents);

303 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
304 disclosed in the Association's last Annual Disclosure;

305 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
306 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
307 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
308 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
309 Association's community association manager or Association will charge in connection with the Closing including, but not limited
310 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
311 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
312 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
313 7.3.5., collectively, Financial Documents);

314 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
315 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
316 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.

(Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☐ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,

unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of _____; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and buyer's attorney will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. **Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will **Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. **Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- ☒ 10.6.1.4.1. All contracts relating to the operation, maintenance and management of the Property;
- ☐ 10.6.1.4.2. Property tax bills for the last _____ years;
- ☒ 10.6.1.4.3. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☒ 10.6.1.4.4. A list of all Inclusions to be conveyed to Buyer;
- ☒ 10.6.1.4.5. Operating statements for the past two years;
- ☐ 10.6.1.4.6. A rent roll accurate and correct to the date of this Contract;
- ☐ 10.6.1.4.7. A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☒ 10.6.1.4.8. All insurance policies pertaining to the Property and copies of any claims which have been made for the past _____ years;
- ☐ 10.6.1.4.9. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☐ 10.6.1.4.10. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☐ 10.6.1.4.11. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☐ 10.6.1.4.12. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☒ 10.6.1.4.13. Other:
- Copies of any agreements the local chapter of the Masonic Lodge, Montezuma County and any other person/entity having the right to a private storage area.

10.6.2. **Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

or

10.6.2.2. **Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. **Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. **Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. **Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and

evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any

additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by Closing agent _____.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ _____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☒ **Other** NA

16.1.2. Rents. Rents based on ☒ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and _____ . Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney

requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

821 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
822 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
823 reasonable costs and expenses, including attorney fees, legal fees and expenses.

824 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
825 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
826 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
827 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
828 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
829 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
830 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
831 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
832 Section will not alter any date in this Contract, unless otherwise agreed.

833 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
834 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
835 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
836 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
837 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
838 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
839 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
840 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
841 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
842 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
843 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

844 **24. TERMINATION.**

845 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
846 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
847 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
848 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
849 and waives the Right to Terminate under such provision.

850 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
851 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

852 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
853 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
854 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
855 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
856 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
857 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

858 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

859 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
860 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
861 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
862 must be received by the party, not Broker or Brokerage Firm).

863 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
864 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
865 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
866 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

867 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
868 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
869 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

870 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
871 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
872 located in Colorado.

873 27. **NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
874 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
875 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
876 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
877 copies taken together are deemed to be a full and complete contract between the parties.

878 28. **GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
879 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
880 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
881 **Due Diligence.**

882

ADDITIONAL PROVISIONS AND ATTACHMENTS

883 29. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
884 Commission.)

885 The seller intends to donate the Community Center building and all of its contents to the Town of
886 Dolores pursuant to this agreement. Closing of this contract is contingent upon the resolution to
887 the Town's satisfaction of a reverter clause in the chain of title to the American Legion. Seller will
888 continue to operate the Community Center prior to closing in the same manner it has historically
889 in accordance with its established policies and procedures. At closing, the Seller will provide the
890 Buyer with a written list of all deposits and current bookings and copies of all rental agreements
891 for future reservations. Seller agrees to transfer the then remaining balance of its funds in reserve
892 to the Buyer upon closing. No commission is due by reason of closing this contract.
893
894

895 30. **OTHER DOCUMENTS.**

896 30.1. **Documents Part of Contract.** The following documents are a part of this Contract:

897
898
899

900 30.2. **Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

901
902
903

904

SIGNATURES

905

Buyer's Name: Town of Dolores, by its Mayor Buyer's Name: _____

Buyer's Signature _____ Date _____
Address: % Town Attorney, Jon Lewis Kelly PC
PO Box 659, Dolores CO 81323
Phone No.: (970) 882-4442
Fax No.: _____
Email Address: jkelly@westslope.law.com

Buyer's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

906 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: Dolores Community Center Association, by its president: Seller's Name: _____

Seller's Signature _____ Date _____
Address: Shawna Valdez
PO Box 324, Dolores, CO 81323
Phone No.: (970) 882-7337
Fax No.:
Email Address: S.Valdez@mydsb.com

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

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