



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING

OCTOBER 23RD, 2023, MEETING 6:30 P.M.

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

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

<https://townofdolores.colorado.gov>

Note: There will be no workshop at 5:30 p.m.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

4. ACTION/APPROVAL OF THE AGENDA

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

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

7. CONSENT AGENDA:

7.1 Approval: Audrey Mosher to be approved to fill the vacant seat on the Parks/Playground Advisory Committee

7.2 Approval: Special Events Liquor Permit application from the Dolores Greater Action for an event to be held November 17th, 2023, from 5:00 p.m. to 11:00 p.m., at the Dolores Community Center.

8. BOARD MEMBERS COMMENTS AND REPORTS: (5 minutes only)

- Leigh Reeves
- Sheila Wheeler
- Duvall "Val" Truelsen
- Andy Lewis
- Mark Youngquist
- Chris Holkestad

- Kalin Grigg

9. STAFF REPORTS/PRESENTATIONS:

9.1 Manager Paul Ruud: Will discuss the following:

- Montelores Coalition Coordinator RFQ
- The 19th Street Affordable Housing Project RFP for a Developer

9.2 Attorney Jon Kelly: Update on Community Center

9.3 Treasurer Heather Robertson: Budget Amendment 2023

9.4 Building Official presentation of Building Permit Brochure

10. ADMINISTRATIVE BOARD BUSINESS:

11. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:

11.1 Resolution R557 Series 2023: Board of Trustees for the Town of Dolores expressing the Town's intention to commit to the local jurisdictional requirements under Colorado State Title 29 Article 32, referred to as "Proposition 123".

11.2 Resolution R558 Series 2023: Approving and Authorizing the execution of a contract for a Lease-purchase agreement with Wagner Equipment for the purchase of a backhoe.

12. FUTURE AGENDAS:

- **P&Z meeting.** November 7th, 2023
- **Parks meeting:** Special meeting to be determined with the Board of Trustees, and November 9th, 2023.
- **Board meetings:** Special meeting to be determined with Parks Committee. November 13th, and November 27th, 2023

13. ADJOURNMENT

Audrey Mosher <mosher_audrey@yahoo.com>
To: tammy@townofdolores.com

Fri, Sep 22, 2023 at 11:26 AM

Hi Tammy!

Per our conversation earlier on Tuesday morning, I'd like to submit a letter of interest to join the Dolores Parks Committee.

Most of my experience in parks has been as a business owner between the San Miguel County Courthouse and a small town park for nearly 20 years, as a parent taking their child to the park, a softball player, a disc golf parent and a tennis player.

Our family has lived in the Town of Dolores since July, 2018. It would be great to be more involved in our community and the Park Committee is a good place to start.

Sincerely,

Audrey Mosher
970-708-0760

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- ☐ Social ☐ Athletic ☒ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☐ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/>	Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/>	Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Greater Dolores Action</i>	State Sales Tax Number (Required)
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<p>2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)</p> <p>PO Box 1455 Dolores Co 81323</p>	<p>3. Address of Place to Have Special Event (include street, city/town and ZIP)</p> <p>400 Riverside Ave. Dolores Co 81323</p>
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4. Authorized Representative of Qualifying Organization or Political Candidate <u>Scott Clow</u> Vice Chair / Treasurer	Date of Birth <u>12-30-69</u>	Phone Number <u>970 570 3546</u>
Authorized Representative's Mailing Address (if different than address provided in Question 2.)		

5. Event Manager		Date of Birth	Phone Number
Same Scott Clow		Same	Same
Event Manager Home Address (Street, City, State, ZIP)		Email Address of Event Manager	
19838 Hwy 145 Dolores CO 81323		scott@ardoradoloresaction.	

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

☐ No ☒ Yes How many days? 1

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

Date			Date			Date			Date			Date		
Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.
To	To	.m.	To	To	.m.	To	To	.m.	To	To	.m.	To	To	.m.
Date	11/17/23		Date			Date			Date			Date		
Hours	From 5:00 PM		Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.
To	To 11:00 PM		To	To	.m.	To	To	.m.	To	To	.m.	To	To	.m.
Date			Date			Date			Date			Date		
Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.
To	To	.m.	To	To	.m.	To	To	.m.	To	To	.m.	To	To	.m.
Date			Date			Date			Date			Date		
Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.
To	To	.m.	To	To	.m.	To	To	.m.	To	To	.m.	To	To	.m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	<i>Lois Flow</i>	Title	Vice-Chair, Treasurer	Date	10-13-23
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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Signature		Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$.

(Instructions on Reverse Side)

Montezuma County Sheriff's Office

Steven D. Nowlin – Sheriff

730 East Driscoll
Cortez, Colorado 81321

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

October 18, 2023

Dolores Town Board

RE: Greater Dolores Action Special Event Liquor License

On October 16, 2023, I received the Application for a Special Event Malt, Vinous and Spirituous Liquor License for the Greater Dolores Action group to be held at 400 Riverside Avenue in Dolores, Colorado on November 17, 2023, from 5:00 pm to 11:00 pm.

The requested permit area diagram submitted with the application indicates the Bar location in the dining area of this building, outside the requested permit area which would not allow alcoholic beverages. I attempted to contact the authorized representative Mr. Scott Clow to discuss this discrepancy, with negative results.

The liquor permitted area is required for all liquor license, and the diagram should be resubmitted with the permitted area including the Bar location, move the proposed Bar location into the requested permitted area, or Town approval with either stipulation.

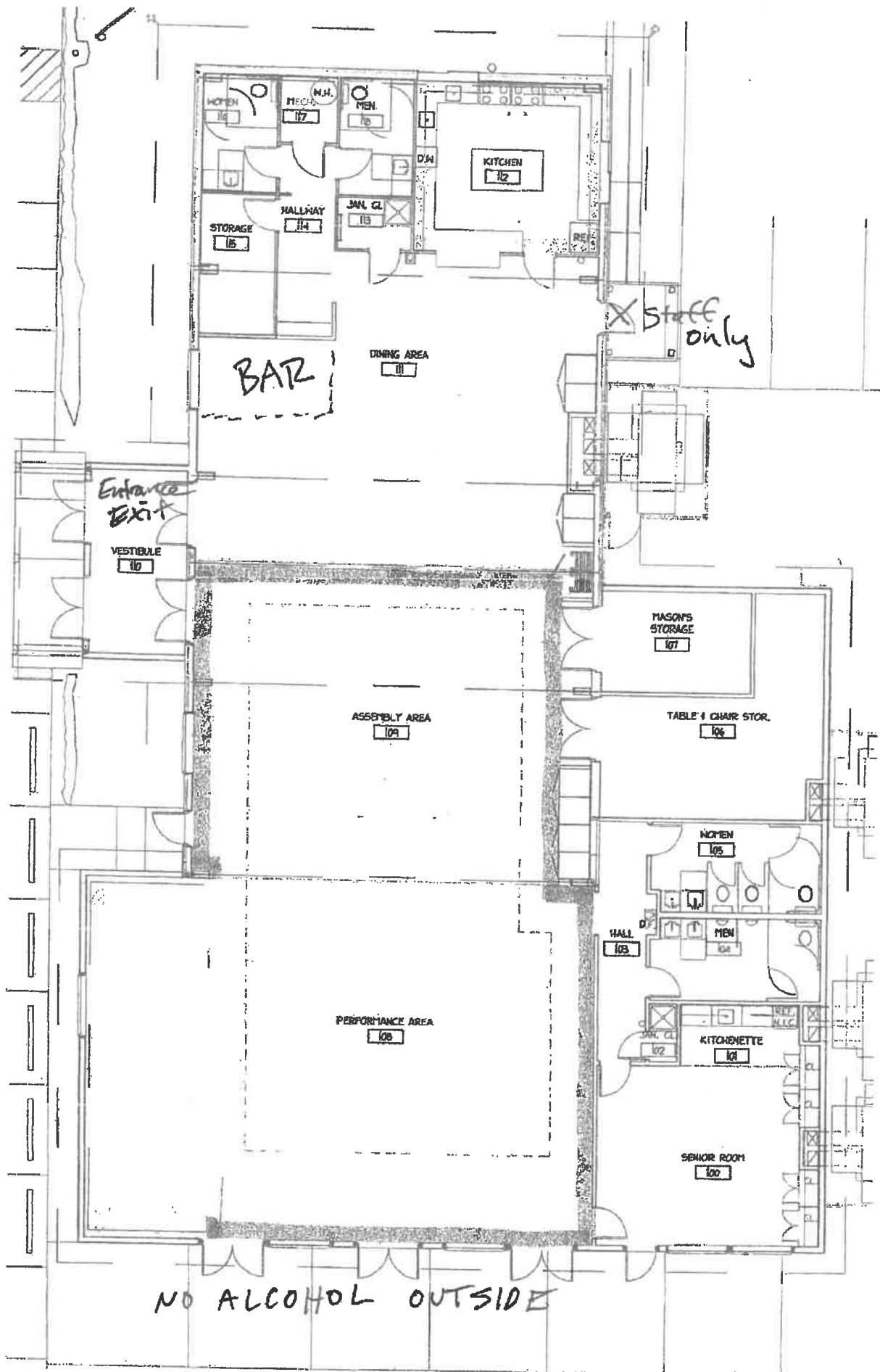
The application estimates 200 people attending, but no plan or requirements as prohibiting underage possession/consumption and prohibiting serving to visibly intoxicated person(s).

The applicant has applied for and been issued special event liquor licenses before, and I have every confidence that he will see that all laws are complied with.

Respectfully,



Steven D. Nowlin, Sheriff
Montezuma County, Colorado



DOLORS COMMUNITY CENTER

Contract Agreement

I agree to the following conditions:

- A. All contracts for the use of the Dolores Community Center must be signed and fees paid 14 days prior to use. If the event is cancelled for any reason between 5 and 10 days prior to use, 25% of the monies shall be charged to cover the cost of handling, inconvenience, and the unavailability of the facility to others before any refunds are made. Any cancellations between 1 and 4 days prior to use will be charged 50%, and any cancellations within 24 hours of event will be charged 75%.
- B. I hereby understand I will be responsible for the cleaning of the facility (unless I have chosen a package in which cleaning is included) and for damages as a result of the activity and that a charge will be taken from the deposit fee (if required) to cover additional cleanup and damage. If I have not paid a deposit, or the cost of cleaning or damages is more than the collected deposit, I understand that I will be liable and will be made to pay for any additional cleaning and damages.
- C. Alcoholic beverages may be served at private parties. If the event is open to the public, the user must have approval from the Dolores Community Center Board of Directors and must have an approved Colorado Liquor License (obtained by application with the Town of Dolores). The License must be displayed at the event. Alcoholic beverages are not allowed outside the building unless permitted by your State Liquor License.
- D. All events must end by midnight unless prior approval has been given by the Dolores Community Center Board of Directors. No alcohol may be served after midnight.
- E. This use and fee schedule is subject to revisions but in no way will affect events already scheduled and paid for. I understand that if over 75 people are attending the event, I must choose a package deal that includes cleaning and setup.
- F. I, the undersigned, agree to save and hold harmless the Dolores Community Center Association and the Board of Directors from any and all claims and demands arising out of the use of the premises, and will defend any cause action brought to enforce any such claims or demands against the Dolores Community Center Association and Board of Directors.

Date confirmed: 11/17/23

Times confirmed: 2 - 11 pm

Room confirmed: Full

Number of expected guests: 200

450 Usage / Package Fees

25 Equipment Fees

 Other Fees

 Subtotal

- 47.50 Discount (only 1 may be applicable): Non-profit, Benefit, Regular user (10 or more times annually)

200 Damage / Cleaning Deposit (refundable)

627.50 Total Due

527.50 (separate check on deposit)

Contract is not in effect until signed by the Dolores Community Center Association Representative and full payment received.

[Signature]
Signature of Responsible Party

Scott Chow
Printed Name

10-11-23
Today's Date

Signature of DCCA Representative

Today's Date

Pd \$627.50

10-11-23 JZ

DOLORES COMMUNITY CENTER

Application for use

Name of Organization or Individual: Greater Dolores Action
 Address: PO Box 1455 Dolores 81323
 Phone: 970 570 3546 Alternate Phone: 970 882 4780
 Email address: scot@greaterdoloresaction.org Estimated Number of People: 200
 Purpose of Event: Fundraiser - Film, auction, food, beverage
 Will alcoholic beverages be served or sold? ☒ Yes ☐ No
 Is the event being held as a benefit for an individual? ☐ Yes ☒ No
 Are you a Colorado registered Non-profit? ☒ Yes ☐ No if yes, Non-profit Tax ID: (CO) 19961061928
 Meeting space requested: Full Facility Time requested: 2pm - 11pm

2020

Fee Schedule:

For events 75 people and under:	Full Facility	South Room	Meeting Room	Kitchen Only
By the hour	\$60.00	\$40.00	\$20.00	\$25.00
Half-day	\$150.00	\$100.00	\$40.00	\$40.00
Full day	\$300.00	\$200.00	\$80.00	\$60.00
Deposit (refundable)	\$200.00	\$100.00	\$0.00	\$100.00
LCD projector	\$25/day	\$25/day	\$25/day	N/A
Stage	\$30 self setup \$50 we setup	\$30 self setup \$50 we setup	N/A	N/A

For events over 75 people:	Platinum Package \$950.00	Gold Package \$750.00	Silver Package \$600.00	Bronze Package \$450.00
Full Facility Rental	3 Day	2 1/2 Day	2 Day	1 Day
Usage and setup of outdoor areas	X	X	X	
Event consultation on setup, usage of equipment	X	X	X	X
Full kitchen usage, including appliances and dishes	X	X	X	X
Usage of LCD Projector & screens <u>Add</u>	X	X		
Usage of Microphone and Sound Systems	X	X	X	X
Set-up & take down of tables & chairs	X	X	X	X
Set-up and take down of stage	X			
Full clean up at end (except dishes)	X	X	X	X
Deposit (refundable)	\$200.00	\$200.00	\$200.00	\$200.00

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

GREATER DOLORES ACTION

is a

Nonprofit Corporation

formed or registered on 05/16/1996 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961066928 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/13/2023 that have been posted, and by documents delivered to this office electronically through 10/16/2023 @ 14:18:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/16/2023 @ 14:18:04 in accordance with applicable law. This certificate is assigned Confirmation Number 15404672 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

MONTELORES COALITION

COALITION COORDINATOR - REQUEST FOR QUALIFICATIONS

SCOPE OF WORK

Background

Federal and state land management agencies, local leaders, and elected officials are excited to harness community energy and the unprecedented opportunity provided by the Colorado Outdoor Regional Partnerships Initiative to launch the Montelores Coalition. To support these efforts the Montelores Coalition is seeking a Coalition Coordinator with outdoor regional partnership experience, professional project management, and facilitation skills to assist with creating this Regional Partnership so that we may proactively plan for future use and coordinate community priorities with a statewide vision.

Like many places in Colorado, the Montelores Coalition region has seen an increase in visitation and need to address the resulting natural resource impacts. We have been working together in a grassroots way to build relationships, and we anticipate quickly growing our partnership. We are excited to advance our shared goals of outdoor recreation and natural resource conservation priority setting, collaboration, and planning. The Montelores Coalition's priorities and objectives are aligned with Colorado's Statewide Comprehensive Action Plan (SCORP). Our most urgent needs are to:

- Develop strategies to provide sustainable outdoor recreation opportunities, including trail networks;
- Proactively manage visitors and maintain infrastructure to provide positive outdoor recreation experiences while limiting impacts;
- Strengthen public-private relationships and collaborative efforts to connect more people to on-the-ground activities, enhance habitat restoration and conservation, and build capacity for organizations engaged in this work; and,
- Leverage limited local, state, and federal resources with creative public-private partnerships.

Most of the recreation in the Montelores Coalition area takes place on public lands. Recreation visitor numbers exploded in 2020 and are impacting the local population and local capacity to support public health, safety, sanitation, search and rescue, and law enforcement. The Montelores Coalition will provide adaptive leadership to balance competing local and national demand for quality outdoor recreation opportunities and related infrastructure with conserving and enhancing our environmental integrity to support healthy ecosystems, wildlife, water resources, and scenic beauty.

Governor Jared Polis signed an Executive Order in 2020 calling for collaboration among broad interests to advance a State-level vision for balancing recreation and conservation and to ensure equitable and sustainable access to outdoor recreation. The Regional Outdoor Partnerships were created to ensure that our State remains a world-class outdoor destination while preserving our land, water, wildlife, and quality of life. See the Colorado Outdoor Partnership Website.

Goals

- Build bridges across jurisdictional and land ownership boundaries to plan for wildlife and natural resource conservation along with the growing demand for recreation access.
- Collaboratively address emerging issues and safeguard areas identified as significant for conservation, working lands, and recreation access.
- Engage a broad range of stakeholders in the planning process, representing diverse interests, perspectives and backgrounds.
- Build public awareness by sharing information and promoting engagement opportunities across the region.

Project Region

Montezuma County and Dolores County

Timeline

September 2023 to June 30, 2025.

Coalition Coordinator Responsibilities

The Coalition Coordinator is responsible for supporting the Montelores Coalition in identifying high-priority land, water, and wildlife conservation and outdoor recreation needs by providing skilled, neutral facilitation. Working closely with the Montelores Coalition organizers and leads, this position will help with the following tasks:

Information Gathering

- Coordinate with the Montelores Coalition to gather information to ensure all coalition participants have the full picture of management complexities across the landscape.
- Host scientific panels as needed to ensure all relevant information is discussed.
- Identify and compile recreation and conservation planning efforts (federal, tribal, state, local) and documents to support efficiency and coordination.

Facilitate Public Involvement Processes

- Collaborate with the Montelores Coalition to identify stakeholders.

- Organize, convene and facilitate stakeholder and public involvement opportunities which could include webinars and workshops to inform the development of priority conservation and recreation needs.
- Develop and maintain a stakeholder/interested public contact list.
- Coordinate with the Montelores Coalition on regular communications to keep the contact list informed of activities, updates, opportunities to comment, and decisions throughout the planning process.

Coordinate and Facilitate Monthly Meetings

- Coordinate coalition meetings including scheduling, arranging venues or virtual settings, providing materials, and communications.
- Facilitate discussion among a broad range of interests, perspectives and backgrounds pertaining to outdoor recreation and conservation.
- Establish ground rules, foster a collaborative environment, and promote decision making.
- Provide a written summary of each meeting that includes recommendations and outcomes from group meetings/discussions.

Coalition Coordinator Deliverables

- The Montelores Coalition charter, code of conduct, and governance documents to formally establish the Montelores Coalition and its protocols.
- The Montelores Coalition vision statement
- The Montelores Coalition priority conservation and outdoor recreation, including a conservation and recreation plan
- Stakeholder list
- Process and budget for completing conservation and recreation plan
- Potential future fundraising and grants



REQUEST FOR PROPOSALS

Development Services for the Town of Dolores – 19th Street Affordable Housing Project

RFP Issued: October 24, 2023

RFP Proposals Due: November 28, 2023, at 3:00 PM (MST)

TO: Affordable Housing Builders/Developers

FROM: Paul Ruud, Town Manager, Town of Dolores, Colorado

RE: Request for Proposals

19th Street Affordable Housing Project

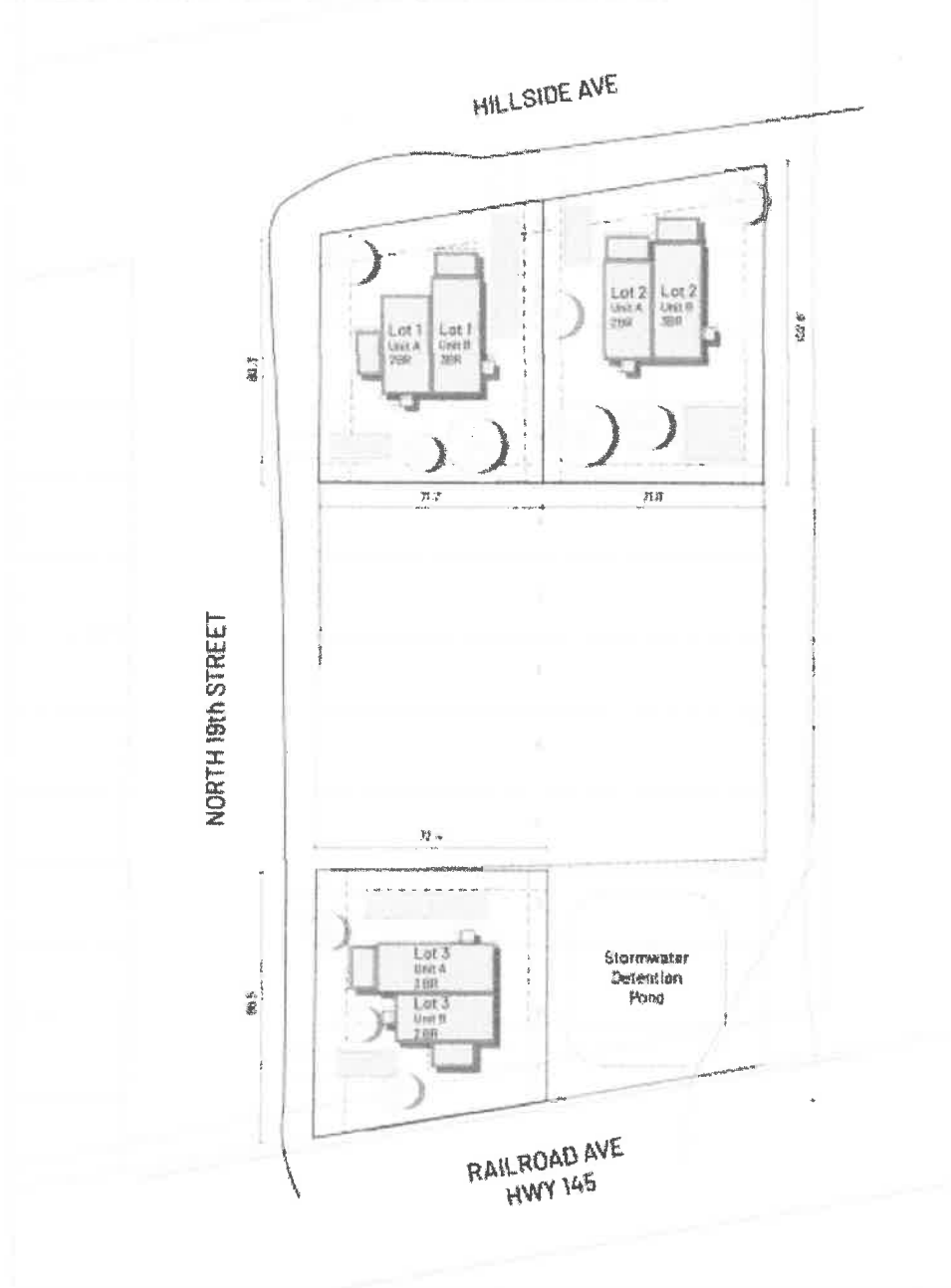
1. INTRODUCTION

Project:

The Town of Dolores (Town) is requesting proposals from qualified builders/developers (Contractor) to complete an affordable housing development on 19th Street in Dolores, Colorado. The Project includes three (3) individual buildings totaling six (6) residential units as depicted in the June 13 Rural Homes Sketch Plan Presentation.



DOLORES - 19TH ST PARCELS - RURAL HOMES SKETCH PLAN



LAND USE TABLE

Lot 1	6139.1 square feet; 22% lot coverage
unit A:	2 bedroom - 1024 square feet
unit B:	3 bedroom - 1216 square feet
Lot 2	6894.1 square feet; 20% lot coverage
unit A:	2 bedroom - 1024 square feet
unit B:	3 bedroom - 1216 square feet
Lot 3	6822.7 square feet; 23% lot coverage
unit A:	3 bedroom - 1216 square feet
unit B:	2 bedroom - 1024 square feet

*All lot widths >50 feet wide; all setbacks >10 feet front yard and >6 feet sideyard

June 12, 2023

Project Background:

The Dolores Town Board, previous and current, identifies housing affordability as a priority community issue. The Dolores Town Board believes that it is important that the people who serve our community including hourly employees, service industry, law enforcement and fire personnel, construction workers, public lands workers, teachers and other essential workers have the option to live in the community they serve.

In the 2022 Dolores community survey, 74% of respondents agreed that the town should address the lack of affordable housing.

The mission of the Dolores Affordable Housing program is to research and recommend opportunities for individuals and families in the workforce who desire to live in Dolores, and participate in the community, to afford a home. The recipients are those individuals and families whose earned income is 80% to 120% Average Median Income (AMI) for affordable homeownership.

Project History:

In December, 2022, the Town of Dolores, the Town of Dolores Trustees, and the Town of Dolores Attainable Housing Task Force selected Rural Homes to prepare and produce a site and code analysis, an existing condition documentation, and a Town of Dolores Land Use Application.

Rural Homes analyzed the 19th Street Affordable Housing Project concept and included the following in the Dolores Sketch Plan:

- The Site

The two sites that make up the 19th Street Affordable Housing Project are both located on 19th Street. The southern parcel is adjacent to Railroad Avenue (Colorado Highway 145) and the northern parcel is adjacent to Hillside Avenue. There is a developed residential property on 19th Street between the two parcels. Rural Homes, LLC, suggested that the 19th Street Project should eliminate Home Owners Associations to reduce the cost of homeownership.

- Existing Utilities & Capacity

This site is well served by existing utilities. As a note, it appears there is an electrical easement that runs 25-30' into the southern parcel from the southern boundary. This easement limits the possible buildable area. There is a 4-inch ductile iron water line running underneath 19th Street to the west and a sewer line running in the alley to the east. Having infrastructure in the area is beneficial to lower the cost of building a home. In previous projects there was a need to embed the cost of building out a subdivision (all pipes, streets, etc.) into the cost of each home at a price of \$65K-\$90K per unit.

- Zoning - NR1

The zoning and dimensional standards of the NR-1 zone district are very favorable to building 2-unit townhome structures. For example, a townhome has a minimum lot size requirement of 1200 s.f. as opposed to a detached single family home has a 6000 s.f. minimum lot size. Additionally, a town home as a 20 foot minimum lot width as opposed to 50 foot for a detached single family home.

- Location

All too often, affordable housing developments are pushed to the outskirts of town. This is in infill lot, walking distance to much of the Town of Dolores, and is therefore an optimal site to consider building affordable housing.

- Potential Development Budget

This Pro-Forma outlines a conceptual budget for 6 units on the 19th & Hillside Parcel. The conceptual budget shows that the average unit cost on this property would come in at about \$315,000.

2. RFP PROJECT OBJECTIVES:

The Town has established the following overarching Project completion goals:

- Contract with an experienced building/developer.
- Contract with a building/developer having previous affordable housing experience.
- Complete the 19th Street Affordable Housing Project under an efficient, high-quality, and cost-effective construction process.
- Secure long-term 19th Street Affordable Housing Project affordability based on current market conditions.
- Adopt Town of Dolores affordable housing deed restrictions.

3. RFP PROJECT ROLES AND RESPONSIBILITIES

The following outlines the overarching roles and responsibilities for this RFP:

- Contractor

The Town is seeking a Contractor (builder/developer partnership) to successfully complete the 19th Street Affordable Housing Project. The Contractor shall be responsible for all Project coordination and implementation of construction trades, activities, and processes leading to the certificate of occupancy for each residential unit.

The Contractor must demonstrate and provide evidence as part of the RFP submittal in terms of securing the needed construction finance, providing a guarantee of project completion in the form of a letter of credit, adhering to performance and payment bonds (or other instruments acceptable to the Town), and any responsibility associated with the sale of the residential units.

- Town of Dolores

The Town of Dolores is a statutory municipality with an elected Mayor and six Trustees. While the Town anticipates having an active role in the completion of the 19th Street Affordable Housing Project, the Town does not have dedicated staff at this time to commit to workforce housing projects, however, would commit and prioritize Town staffing required for permitting and building inspections.

- Town Implementation

The Town will require the successful respondent to produce construction permit-ready architectural and engineering drawings for each of the three 19th Street Affordable Housing Project buildings (6 residential units). The Town of Dolores will develop affordable housing utility tap fees.

4. RFP SUBMISSION REQUIREMENTS

Interested parties should review the contents and requirements of this RFP and submit their responses no later than Tuesday, November 28, 2023, at 3:00 pm (MST).

RFP Contents:

The RFP submittal must include the following components:

1.1 Cover Letter: A letter of transmittal signed by the authorized project team representative indicating project interest along with key project team members and assigned roles.

1.2 Project Understanding/Approach: Describe your technical understanding of the Project, including team structure, approach, implementation, and project coordination. Describe specific Project methods as appropriate to accomplish the Project objectives, including innovative suggestions which might enhance the results or usefulness of Project outcomes.

1.3 Qualifications: Describe the company and key personnel experience assigned to this project, including professional talents, certifications, and accomplishments relevant to similar projects completed by the company or project team. A summary of qualifications should include at a minimum:

- Project team organizational profile including identification of principals, partners, or co-venturers that would participate, the nature of each participant's interest in the proposed project, and a summary of relevant experience of all key individuals.
- Previous project experience and outcomes, including contact information for a minimum of three (3) relevant projects of similar scope and scale.
- Knowledge of local building standards, codes, and practices.
- Experience with workforce/affordable housing development and construction.
- Location of company office and key personnel.

1.4 Financial Capabilities and Strategy: Indicate your financial strategy for the 19th Street Affordable Housing Project, and the resources at your disposal – including but not limited to:

- A project sources and uses tables, showing your anticipated costs to complete the project, anticipated sales and rental proceeds, any needed contributions from the Town, and any other outside funding anticipated, including long-term construction finance.
- Include number of units for sale and for rent, and proposed price points for each unit.
- Describe your strategy for providing assurances to the Town for project completion. This may be a letter of credit, performance and payment bond, or other strategy that is deemed satisfactory to the Town.
- Provide your expectation of the Town regarding successful Project financial participation.
- Submit recent company financial statements including profit and loss, balance sheet, and cash flow to support your financial strategy (see note below).
- Credit references, preferably from lending institutions.
- Annual reports or other financial summary, if available.

Note: Company financial documents can be provided to the Town under separate cover and marked as confidential. Financial statements or other materials submitted and marked confidential will be held in strict confidence. Upon request, they can be returned after our private examination.

1.5 Schedule: Provide a schedule/phased timeline that includes major Project milestones for administrative, financial, and construction delivery activities.

1.6 References: Provide contact information for three (3) similar Project references.

Town RFP Questions:

Questions regarding the RFP content or process can be directed to Paul Ruud, Town Manager, Town of Dolores, email: Paul@TownofDolores.com | phone: (970) 882-7720 Ext #4.

Town RFP Submittal:

Responses should be provided electronically in Adobe Acrobat PDF format to Tammy Neely, Town Clerk, Town of Dolores, email: tammy@townofdolores.com | phone: (970) 882-7720 Ext #2.

REVIEW PROCESS AND SELECTION CRITERIA

The Town anticipates the following Project schedule:

October 24, 2023 RFP issued

October 30 – November 17, 2023 Optional site visits with Town staff

(please contact Town Manager Paul Ruud to schedule site visit)

November 17, 2023 RFP deadline for request of information and questions

November 24, 2023 RFP questions and responses posted on Town website

November 28, 2023 Proposals due by Tuesday, November 28, 2023 at 3:00 pm (MST)

December 5, 2023 Teams notified of finalists and possible interview scheduling

December 12 - 19, 2023 Potential interviews with respondents

January 8, 2024 Mayor and Trustee selection

Selection Criteria

The RFP submittal will be evaluated based on the following factors:

- Qualifications
- Project Approach
- Similar Demonstrated Ability
- Financial Strategy
- Company Financial Capabilities
- Project Schedule/Timeline - Town Assurances for Project Completion
- References

RFP Attachments:

- Year to year housing comparison of Dolores and surrounding area
- Problem, Purpose, and Mission
- Regional Housing Needs Assessment and Strategy
- Rural Homes Response
- Rural Homes Agreement
- Memo to Task Force - Dec. 12, 2022
- Site Analysis for Affordable Housing
- Norwood Housing Development - Feb. 12, 2023
- Resolution 490 Creating the Dolores Housing Task Force
- Dolores Affordable Housing Issues Discussion (PowerPoint)
- Dolores Affordable Housing Issues Discussion (PDF)
- June 13 Presentation
- June 13 Rural Homes Sketch Plan Presentation

Reserved Rights:

The Town reserves the right to:

- Amend, modify, or cancel the Project selection schedule or process at any time.
- Waive minor RFP submittal irregularities.
- Reject any and/or all RFP responses and submittals.
- Seek new RFP proposals as deemed appropriate by the Town.
- Request clarification or seek additional information, including but not limited to financial status.
- Judge the respondent's written or oral representations as to their veracity, substance and relevance to development of the parcel including seeking and evaluating independent information on any development team.
- Incorporate this RFP document and the selected Contractor's RFP submitted proposal as a part of the formal agreement between the Town and the Contractor.
- An Applicant who is in the opinion of the Town, not in a position to perform the Project or who has previously failed to perform similar projects may also be disqualified.
- Modify the development opportunity available to potential development teams.
- First Right of Refusal to purchase any units upon completion.

RFP Expenses: All expenses related to any development of the RFP response and submittal, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of the RFP Project applicants.

Hold Harmless: By participation in this RFP process, responders agree to hold harmless the Town of Dolores, their officers, and employees from all claims, liabilities and costs related to all aspects of the responder selection process.

OMNIBUS MUTUAL AID AGREEMENT

THIS OMNIBUS MUTUAL AID AGREEMENT is made and entered into by and between **Montezuma County, Colorado**, a political subdivision of the State of Colorado (the “County”), and **City of Cortez, Colorado**, a Colorado home rule municipality (the “City”), to enable the County and the City to provide emergency assistance to one another during times of emergency or the occurrence of a disaster.

I. RECITALS

A. The County and the City (each a “Participating Entity” or collectively the “Participating Entities”), having affixed their respective authorized signatures hereto, have expressed a mutual interest in the establishment of an Omnibus Mutual Aid Agreement to facilitate and encourage cooperation and assistance amongst themselves in the event of a Local Emergency or Disaster, as defined herein; and

B. Agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado and federally recognized Tribal Nations are specifically authorized by C.R.S. § 29-1-203 and other sections of the Colorado Revised Statutes; and

C. The Participating Entities and/or the constituents they serve face threats to public safety from (i) natural disasters including, but not limited to floods, fires, windstorms, and snowstorms; (ii) possible terrorist actions and weapons of mass destruction, be they conventional, chemical, biological or nuclear; and (iii) hazardous materials releases, civil disturbances or hostile military or paramilitary actions; and

D. The Participating Entities recognize that the resources of a Participating Entity might be strained or overwhelmed if forced to confront the realization of such threats in isolation and that additional resources, personnel, and equipment, beyond those available to any single Participating Entity might be needed. Therefore, such threats to public safety can be best met and mitigated where an orderly plan for assistance has been developed prior to a sudden and immediate need; and

E. The Participating Entities seek to have a mutual aid agreement that ensures eligibility of costs under the Emergency Management Assistance Compact and consistent with FEMA Disaster Assistance Policy DAP9523.6; and

F. The Participating Entities have determined that it is in their respective best interest and the best interest of their constituents to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the Participating Entities as follows:

Section 1. Definitions.

Agreement. Means this Omnibus Mutual Aid Agreement.

Assistance Costs. Means any expenses that extend beyond the first four (4) hours (usual and customary costs) incurred by the Assisting Party in providing any asset requested. Unless agreed to otherwise by the Requesting Party and the Assisting Party, after four (4) hours, the Requesting Party shall be responsible for all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the Assisting Party agrees to provide resources by mobilizing the same.

Assisting Party(ies). Means the Participating Entity furnishing equipment, services and/or personnel to the Requesting Party under this Agreement.

Authorized Representative. Means the County Manager for the County, and the City Manager for the City, and the chief executive of any subsequent entity that becomes a Participating Entity pursuant to the Agreement, or their respective designees authorized in writing to request, offer or provide assistance under the terms of this Agreement. The list of titles of authorized representatives for the Participating Entities executing this Agreement shall be attached hereto as Exhibit A and shall be updated as needed by each Participating Entity by means of a written notification to the Emergency Manager, Montezuma County Office of Emergency Management, 109 West Main, Suite 115, Cortez, CO 81321.

Disaster or Local Emergency. Means any occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the County or the City, or in the jurisdictional boundaries of any subsequent Participating Entity, and any other form of occurrence or threat set forth in C.R.S. § 24-33.5-703, as the same may be amended from time to time, or an emergency or major disaster as defined in 44 C.F.R. § 206.2(a)(9) and (17), respectively.

Participating Entity(ies). Any county, municipality, township or other political subdivisions of the State of Colorado or federally recognized Tribal Nation or interlocal public agency of the State of Colorado, or political subdivision thereof, who is or may hereafter become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and the authorizing resolutions to every other Participating Entity.

Requesting Party(ies). The Participating Entity requesting aid in the event of a Disaster or Local Emergency.

Section 4. Procedures.

A. *Request for Aid.* When a Participating Entity becomes affected by a Disaster or Local Emergency or requires assistance in preventing, mitigating or recovering from incidents, Local Emergencies or Disasters, an authorized representative may invoke emergency-related mutual aid assistance under this Agreement by orally communicating a request for mutual aid assistance to an Assisting Party, followed as soon as practicable or within thirty (30) days written confirmation of said request. A Participating Entity shall not request mutual aid unless the Requesting Party deems resources available within the jurisdiction of the Participating Entity to be inadequate.

B. *Assessment of Availability of Resources and Rendering of Assistance.* When contacted by a Requesting Party with a request for mutual aid assistance, a Participating Entity shall assess its situation to determine available personnel, equipment and other resources that might be available for purposes of rendering aid or assistance. A Participating Entity shall be excused from making its resources available or continuing to make its resources available to the Requesting Party if a need for the resources exists or arises within the territorial area or jurisdiction of the Participating Entity or any other jurisdiction. Such decision of availability shall be made by the Participating Entity, and such decision shall be conclusive and in the sole discretion of the Participating Entity. The Participating Entities recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for mutual aid assistance as rapidly as possible, including any notification that the requested assistance is not available.

C. *Supervision and Control.* The personnel, equipment and resources of any Assisting Party shall be and remain under operational control of the Requesting Party, but the Participating Parties adopt and agree to utilize a local incident management system incorporating the functions, principles and components of the Incident Command System. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign, through the unified command system, operational work tasks to the supervisory personnel of the Assisting Party for performance by the Assisting Party's personnel, equipment and resources. The designated supervisory personnel of the Assisting Party shall have the initial responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, subject to consultation with the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time. The Requesting Party shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise by the Requesting Party and the Assisting Party. Participating Parties shall ensure that Equipment is used only by properly trained and supervised operators. All Equipment is provided "as is," with no representations or warranties as to its fitness for particular purpose.

Section 3. Personnel.

A. *Qualifications.* Assisting Parties shall ensure that loaned personnel have the

ability, skill and certification necessary to perform the work required and shall disclose the qualification(s) and training level of personnel identified to provide assistance to the Requesting Parties.

B. *Rights and Privileges.* Whenever the employees of a Participating Entity are rendering aid outside the area of their normal jurisdiction as an Assisting Party pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges and immunities of and receive the compensation incidental to their employment by the Participating Entity regardless of where serving. For employees that are police officers or deputy sheriffs, workers compensation coverage shall be as structured in C.R.S. § 29-5-109, if the request meets the requirements of C.R.S. § 29-5-103-108. In all other situations, each Participating Entity shall maintain workers compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Participating Entity waives the right to sue any other Participating Entity for any workers compensation benefits paid to its own employees, volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participating Entity or its officers, employees or volunteers.

C. *Independent Contractor.* Employees of an Assisting Party shall, at all times while providing assistance, continue to be employees of the Assisting Party and shall not be deemed employees of a Requesting Party for any purposes. Wages, hours and other terms and conditions of employment of the Assisting Party shall remain applicable to all of its employees who provide assistance. An Assisting Party shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Section 6.

Section 4. Equipment.

A Requesting Party shall take proper precaution in its operation, storage and maintenance of an Assisting Party's equipment. An Assisting Party's costs related to the transportation, handling and loading/unloading of equipment shall be borne by the Requesting Party unless mutually agreed upon otherwise. The Assisting Party shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for the Assisting Party's employees who perform such services.

Section 5. Record Keeping.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by an Assisting Party shall be recorded on a shift-by-shift basis by the Assisting Party and/or the loaned employee(s) and shall be provided to the Requesting Party as needed. If no personnel are loaned, the Assisting Party shall provide shipping

records for materials and equipment and the Requesting Party shall be responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Requesting Party remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement. However, each Assisting Party agrees to exercise its best effort to ensure that it provides the documentation necessary for the Requesting Party to obtain reimbursement under federal law and FEMA's Disaster Assistance Policy, if applicable.

Section 6. Payment for Services and Assistance.

When a request for assistance is made, the Requesting Party and the Assisting Party will determine if reimbursement for services or assets will be requested. Payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Requesting Party and the Assisting Party will agree no reimbursement is necessary.

When the amount of reimbursement has been negotiated and agreed upon, the Requesting Party shall pay the Assisting Party for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Assisting Party's invoice. If such timing presents a hardship, the Requesting Party can make a request to the Assisting Party to revise the payment timeframe.

Section 7. Liability.

A. *Requesting Party Obligations to Mitigate Expense.* Pursuant to Article XI, Section 1, and Article X, Section 20(4), of the Colorado Constitution, the County, the City, and other local and state governmental entities in Colorado, are prohibited from indemnifying other persons or entities. The Participating Parties acknowledge that to the fullest extent permitted by applicable law, when a Requesting Party requests mutual aid assistance pursuant to this Agreement, the Requesting Party shall take all actions necessary to ensure that the Assisting Party, and its elected officials, employees and agents, do not suffer expenses or costs of any kind arising directly or indirectly from, on account of, or in connection with providing assistance to the Requesting Party, whether arising before, during or after performance of the assistance and whether suffered by any of the Participating Entities or any other person or entity.

B. *Activities in Bad Faith or Beyond Scope.* No Requesting Entity shall be required under this Agreement to mitigate the expenses and costs of an Assisting Party that arise directly or indirectly from, on account of, or in connection with activities of the Assisting Party's elected officials, employees or agents acting in bad faith or performing activities beyond the scope of their training or duties, while providing mutual aid assistance pursuant to this Agreement.

C. *Governmental Immunity.* Notwithstanding any other provision of this Agreement,

no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now existing or hereafter amended (the "CGIA"). The parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Participating Entity afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing or hereafter amended.

Section 8. Participation.

A. *Voluntary Nature.* Participation in this Agreement is voluntary. Execution of this Agreement therefore is not legally binding on a Participating Entity until such Participating Entity agrees to become a Requesting Party or an Assisting Party in accordance with its terms. Once this Agreement is executed, Participating Entities are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance. No Participating Entity shall be liable to another Participating Entity, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment if applicable.

B. *Role of Authorized Representative.* The Authorized Representative of each Participating Entity shall:

- i. Participate in any meetings convened on the implementation of this Agreement;
- ii. Obtain and communicate to relevant departments of their entity the discussion items and decisions of the meeting as they bear on interoperability among Participating Entities;
- iii. Maintain a copy of this Agreement (including amendments) and a list of the Participating Entities;
- iv. Ensure that the Emergency Manager in the Montezuma County Office of Emergency Management has current emergency contact information for their respective entity;
- v. Notify the Emergency Manager in the Montezuma County Office of Emergency Management in writing upon their entity's termination of participation in this Agreement.

Section 9. Other Laws. In the event that an emergency or Disaster impacts a large geographical area that activates either Federal or State emergency laws or is an event that is specifically otherwise addressed by applicable law such as C.R.S. § 29-22-101, *et seq.*, relating to hazardous substance incidents, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws, or is otherwise terminated as provided herein.

Section 10. Approval. The approval of this Agreement and the subsequent rendering of mutual aid pursuant to this Agreement by any Assisting Party beyond the political boundary of the Assisting Party is hereby deemed to be approved by the respective executive and legislative governing bodies of the Assisting Party, and such response shall not require further approval by responsible officials of any jurisdiction.

Section 11. Additional Parties. Additional governmental jurisdictions may become Participating Parties to this Agreement by approval of their governing bodies and without further consent of those already signatories to this Agreement. However, the joinder of non-governmental entities to this Agreement shall require the consent and signature of each Participating Party to this Agreement.

Section 12. Term. This Agreement shall remain in effect, without an annual renewal requirement, subject to the annual appropriation requirements of Article X, Section 20 of the Colorado Constitution, and C.R.S. § 29-1-110, unless terminated by thirty (30) days' advance written notice by a Participating Entity in its sole discretion. Notice by a Participating Entity of termination shall only terminate this Agreement as to that Participating Entity; this Agreement shall remain in full force and effect as to all other Participating Entities. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon all other Participating Entities.

Section 13. Effective Date. This Agreement shall be in full force and effect upon its execution by the last signatory of the initial Participating Entities, and shall be become effective as to each successive signatory upon the execution by that Participating Entity, with no action being required of the current signatories.

Section 14. Amendments and Assignment. Amendments to this Agreement may be made only upon unanimous consent by all current Participating Entities. This Agreement shall be binding upon the successors and assigns of each Participating Entity, except that no jurisdiction may assign any of its rights or obligations hereunder without the prior written consent of two thirds of the other Participating Entities.

Section 15. Severability, Effect on Other Agreements. Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, subsection or power invalidated. This Agreement is not intended to be exclusive among the Participating Entities. Any Participating Entity may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

Section 16. Counterparts. This Agreement may be executed in counterparts by each Participating Entity on a separate signature page. Copies of signature pages shall be provided by each signatory to each prior Participating Entity, and such copies shall

have the full force and effect as if they were originals.

Section 17. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Participating Entities or to impose any partnership obligation or liability upon any Participating Entity. Further, no Participating Entity shall have any authority to act on behalf of or as an agent for or to otherwise bind any other Participating Entity.

Section 18. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any rights in or duties to any third-party, nor any liability or standard of care with reference to any third-party. This Agreement shall not confer any right, or remedy upon any person other than the Participating Entities.

MONTEZUMA COUNTY
BOARD OF COUNTY COMMISSIONERS

CITY OF CORTEZ
CITY COUNCIL

By: Jim Candelaria, Chairman

By: Rachel B. Medina, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Kim Percell, Clerk & Recorder

Linda L. Smith, City Clerk

TOWN OF DOLORES

TOWN OF MANCOS

By: Leigh Reeves, Mayor

By: Queenie Barz, Mayor

Date: _____

Date: _____

ATTEST:

Tammy Neely, Town Clerk

ATTEST:

Jamie Higgins, Town Clerk

	2022 Actual	2023 Final Budget	2023 Amended Final Budget	2023 Year End Projections	2024 Final Budget
BEGINNING FUND BALANCE - GENERAL	955,375.29	672,221.52	796,577.69	796,577.69	804,987.24
INCOME:					
TAX REVENUE					
10-600-100 Property Tax	89,190.98	91,279.00	91,279.00	91,279.00	89,000.00
10-600-101 Interest From Property Taxes	681.16	0.00	0.00	0.00	0.00
10-600-102 Sales Tax , Marijuana Tax Revenue, Occupational Tax	517,119.38	425,000.00	512,400.00	512,400.00	512,400.00
10-600-103 Cigarette Tax Revenue	1,416.35	1,000.00	1,200.00	1,200.00	1,200.00
FRANCHISE FEES					
10-600-200 Empire Franchise Fees	47,175.46	45,000.00	47,000.00	47,000.00	47,000.00
10-600-201 Cable T.V. Franchise	4,341.35	4,000.00	4,000.00	4,000.00	4,000.00
10-600-202 Atmos Energy Franchise	20,823.94	15,000.00	20,000.00	20,000.00	20,000.00
10-600-203 Atmos Energy Tower Lease	2,087.61	2,000.00	2,000.00	2,000.00	2,000.00
10-600-204 Commnet Tower Lease	8,763.76	7,500.00	9,000.00	9,000.00	9,000.00
	83,192.12	73,500.00	82,000.00	82,000.00	82,000.00
LICENSES & PERMITS					
10-600-300 Liquor Licenses	3,414.50	3,250.00	3,250.00	3,250.00	3,825.00
10-600-301 Business Licenses	4,415.00	3,800.00	3,800.00	3,800.00	2,850.00
10-600-302 Building Permits	16,751.62	12,000.00	12,000.00	12,000.00	15,000.00
10-600-303 Development Fees	2,600.00	1,800.00	1,800.00	1,800.00	2,000.00
10-600-304 Dog Licenses	960.00	800.00	900.00	900.00	900.00
10-600-305 Court Fines and Fees	11,926.15	4,000.00	15,000.00	15,000.00	12,000.00
	40,067.27	25,650.00	36,750.00	36,750.00	36,575.00
GRANT REVENUE - GENERAL					
10-600-400 Grant for Town Hall (DOLA)	0.00	250,000.00	190,772.80	190,772.80	175,108.20
10-600-401 Abatement	0.00	0.00	0.00	0.00	10,000.00
10-600-402 Workforce Housing Grant (DOLA)	0.00	20,000.00	20,000.00	20,000.00	0.00
10-600-403 DOLA Comp Plan Review	0.00	0.00	0.00	0.00	25,000.00
10-600-404 Revitalizing Main Street- Flander's Park Restroom	0.00	0.00	0.00	0.00	165,000.00
10-600-405 FEMA Siren Grant/Partner Match	0.00	57,388.00	57,388.00	57,388.00	0.00

	2022 Actual	2023 Final Budget	2023 Amended Final Budget	2023 Year End Projections	2024 Final Budget
10-600-406 American Resuce Plan Act	149,316.73	0.00	0.00	0.00	0.00
	149,316.73	327,388.00	268,160.80	268,160.80	375,108.20
PARKS & CONSERVATION TRUST FUND					
10-600-500 Grant Revenue - Fishing Is Fun	0.00	53,250.00	0.00	0.00	53,250.00
10-600-501 Lottery Funds (Cons. Trust Fund)	11,330.45	11,400.00	12,000.00	12,000.00	12,000.00
10-600-502 Parks & Recreation Revenue	4,525.00	2,500.00	4,660.00	4,660.00	2,500.00
10-600-503 Playground Donations Joe Rowell	0.00	1,000.00	0.00	0.00	0.00
10-600-504 JRP/Bike Park GOCO Grant Revenue	0.00	0.00	13,500.00	13,500.00	0.00
10-600-505 Montelobres CPW Cooperative Regional Partnership	0.00	0.00	4,166.00	4,166.00	50,000.00
	15,855.45	68,150.00	34,326.00	34,326.00	117,750.00
COMMUNITY CENTER					
10-600-510 Bazzar	0.00	0.00	0.00	0.00	2,520.00
10-600-511 Interest	0.00	0.00	0.00	0.00	19.99
10-600-512 Montezuma County	0.00	0.00	0.00	0.00	2,750.00
10-600-513 Use Donations	0.00	0.00	0.00	0.00	29,220.00
10-600-514 Less Deposit Refund	0.00	0.00	0.00	0.00	(5,475.00)
	0.00	0.00	0.00	0.00	29,034.99
MISC					
10-600-600 Other Misc. Rev.	7,650.40	500.00	11,490.00	11,490.00	500.00
10-600-601 Interest	24,593.39	500.00	2,000.00	2,000.00	2,000.00
10-600-602 Transfers In From Other Funds	10,431.00	0.00	0.00	0.00	0.00
	42,674.79	1,000.00	13,490.00	13,490.00	2,500.00
TOTAL INCOME	939,514.23	1,012,967.00	1,039,605.80	1,039,605.80	1,245,568.19
EXPENSES					
MAYOR, TRUSTEES, & COMMITTEES					

	2022 Actual	2023 Final Budget	2023 Amended Final Budget	2023 Year End Projections	2024 Final Budget
10-700-100 Trustee Education	1,343.14	2,500.00	2,500.00	2,500.00	3,500.00
10-700-101 Board Payment	4,175.00	7,200.00	7,200.00	7,200.00	15,200.00
10-700-102 Treasurer	5,518.14	9,700.00	9,700.00	9,700.00	18,700.00
STAFF SALARIES & BENEFITS					
10-700-200 Town Magistrate	1,366.67	2,000.00	2,000.00	2,000.00	2,000.00
10-700-201 Town Manager	24,587.50	25,000.00	25,000.00	25,000.00	22,500.00
10-700-202 Treasurer	11,018.04	12,712.00	15,000.00	15,000.00	12,750.00
10-700-203 Administrative Clerk	14,839.25	13,125.00	13,125.00	13,125.00	13,250.00
10-700-204 Town Clerk	11,691.37	12,125.00	12,125.00	12,125.00	12,500.00
10-700-206 Maintenance Overtime	3,324.66	2,250.00	2,250.00	2,250.00	3,000.00
10-700-207 Accrued Vacation Adju	906.25	1,250.00	1,250.00	1,250.00	1,250.00
10-700-208 Health/Dental/Life Insurance	32,775.87	34,176.00	36,137.50	36,137.50	41,000.00
10-700-209 Employee Payroll Taxes	12,243.21	12,115.00	13,000.00	13,000.00	14,129.70
10-700-210 Employee Retirement	4,128.19	4,363.00	4,363.00	4,363.00	5,000.00
10-700-211 Town Attorney	7,729.89	10,000.00	10,000.00	10,000.00	10,000.00
10-700-212 Building Inspector	47,211.21	46,400.00	47,000.00	47,000.00	47,250.00
INFORMATION TECHNOLOGY (IT)	171,822.11	175,516.00	181,250.50	181,250.50	184,629.70
10-700-300 Copier Lease	3,022.76	3,950.00	3,950.00	3,950.00	0.00
10-700-301 Telephone/Internet/Fiber	4,252.83	5,100.00	5,100.00	5,100.00	6,981.00
10-700-302 Admin Purchased Services	26,989.78	29,300.00	29,300.00	29,300.00	30,000.00
10-700-303 Web Page	682.81	1,500.00	1,500.00	1,500.00	2,500.00

	2022 Actual	2023 Final Budget	2023 Amended Final Budget	2023 Year End Projections	2024 Final Budget
10-700-304 Equipment (IT)	836.00	0.00	0.00	0.00	5,000.00
10-700-305 Capital Outlay	330,286.95	0.00	0.00	0.00	0.00
	366,071.13	39,850.00	39,850.00	39,850.00	44,481.00
GRANT EXPENSES					
10-700-402 ARP Grant Expenses	81,332.06	148,884.00	47,677.96	47,677.96	111,029.00
	81,332.06	148,884.00	47,677.96	47,677.96	111,029.00
PARKS DEPARTMENT & CONS. TRUST					
10-700-500 Park Electricity	5,274.80	6,000.00	6,000.00	6,000.00	6,000.00
10-700-501 Park Maintenance Supplies	4,346.69	6,000.00	6,000.00	6,000.00	5,000.00
10-700-502 Park Bldg./Grounds Main	42,287.94	15,000.00	15,000.00	15,000.00	15,000.00
10-700-503 Landscaping	0.00	1,100.00	1,100.00	1,100.00	1,100.00
10-700-504 Park Employee Seasonal	10,619.00	12,700.00	12,700.00	12,700.00	12,700.00
10-700-505 Maintenance Salaries	56,088.65	52,875.00	52,875.00	52,875.00	57,000.00
10-700-506 Montelores CPW Cooperative Regional Partnership	0.00	0.00	4,166.00	4,166.00	50,000.00
	118,617.08	93,675.00	97,841.00	97,841.00	146,800.00
COMMUNITY CENTER					
10-700-510 Event Cleaning	0.00	0.00	0.00	0.00	3,400.00
10-700-511 Insurance	0.00	0.00	0.00	0.00	3,061.00
10-700-512 Janitor	0.00	0.00	0.00	0.00	4,800.00
10-700-513 Manager	0.00	0.00	0.00	0.00	2,400.00
10-700-514 Maintenance	0.00	0.00	0.00	0.00	1,659.07
10-700-515 Supplies	0.00	0.00	0.00	0.00	1,231.22
10-700-516 Electric	0.00	0.00	0.00	0.00	4,718.51
10-700-517 Gas	0.00	0.00	0.00	0.00	2,564.15
10-700-518 Telephone/Internet	0.00	0.00	0.00	0.00	1,595.64
10-700-519 Trash Removal	0.00	0.00	0.00	0.00	2,898.89
10-700-520 Landscaping	0.00	0.00	0.00	0.00	600.00
10-700-521 Bazaar Expenses	0.00	0.00	0.00	0.00	58.00

	2022 Actual	2023 Final Budget	2023 Amended Final Budget	2023 Year End Projections	2024 Final Budget
10-700-522 Capital Expenditures	0.00	0.00	0.00	0.00	2,257.38
	0.00	0.00	0.00	0.00	31,243.86
MISCELLANEOUS					
10-700-600 Contributions	21,350.00	26,300.00	30,500.00	30,500.00	30,500.00
10-700-601 Miscellaneous	11,328.74	5,000.00	3,079.00	3,079.00	10,000.00
10-700-602 ICS 214- Flooding	0.00	0.00	21,221.00	21,221.00	0.00
	32,678.74	31,300.00	54,800.00	54,800.00	40,500.00
CAPITAL OUTLAY - GENERAL					
10-700-700 Town Hall DOLA Grant Expenses	0.00	218,116.00	190,772.64	190,772.64	50,108.36
10-700-701 Town Hall Demolition DOLA Grant Expenses	0.00	0.00	0.00	0.00	125,000.00
10-700-702 Abatement	0.00	0.00	0.00	0.00	10,000.00
10-700-703 Land Use Code Update	238.44	0.00	0.00	0.00	0.00
10-700-705 Capital Outlay - FEMA Siren	0.00	57,028.00	56,181.64	56,181.64	0.00
10-700-706 Debt Service Principal/Solar Project	8,186.83	10,800.00	8,514.30	8,514.30	8,845.93
10-700-707 Debt Service Interest/Solar Project	3,931.68	1,331.00	3,604.21	3,604.21	3,272.58
	12,356.95	287,275.00	259,072.79	259,072.79	197,226.87
CAPITAL OUTLAY - PARKS					
10-700-710 Park Maint. Equip. - Replace UTV	11,558.46	0.00	0.00	0.00	0.00
10-700-711 Joe Rowell Park/Fishing is Fun	0.00	70,250.00	0.00	0.00	70,250.00
10-700-712 Joe Rowell Park/ Playground	9,688.96	0.00	0.00	0.00	3,000.00
10-700-713 Joe Rowell Park/Ballfields	0.00	2,000.00	2,000.00	2,000.00	2,000.00
10-700-714 Flanders Park Restroom	10,882.74	0.00	0.00	0.00	165,000.00
10-700-715 JRP GOCO Grant Expense	0.00	0.00	0.00	0.00	0.00
10-700-716 Conservation Trust/Lottery Funds (2022 - JRP Master Plan \$15,000)	16,020.00	5,000.00	5,000.00	5,000.00	5,000.00
	48,150.16	77,250.00	7,000.00	7,000.00	245,250.00
CAPITAL OUTLAY - COMMUNITY DEVELOPMENT					
10-700-720 Affordable Housing	0.00	10,000.00	30,000.00	30,000.00	0.00
10-700-721 Comp Plan Consultant- DOLA Grant	0.00	0.00	0.00	0.00	50,000.00
	0.00	10,000.00	30,000.00	30,000.00	50,000.00

	2022 Actual	2023 Final Budget	2023 Amended Final Budget	2023 Year End Projections	2024 Final Budget
SHERIFF EXPENSES					
10-700-800 Sheriff & Jail Expenses	193,586.40	200,000.00	200,000.00	200,000.00	250,000.00
	193,586.40	200,000.00	200,000.00	200,000.00	250,000.00
GENERAL OPERATIONS, UTILITIES, & ADMIN.					
10-700-900 Easter Egg Hunt/TH Christmas	616.00	1,000.00	1,000.00	1,000.00	1,500.00
10-700-901 Elections	1,498.16	0.00	0.00	0.00	2,000.00
10-700-902 Subscriptions & Dues	7,981.62	11,534.00	11,534.00	11,534.00	16,500.00
10-700-903 Codification	4,541.04	5,000.00	5,000.00	5,000.00	5,000.00
10-700-904 Administrative Education	2,356.46	0.00	0.00	0.00	5,000.00
10-700-905 Admin. Consulting/Planning	8,102.26	23,000.00	23,000.00	23,000.00	10,000.00
10-700-906 Tree Expenses/Trimming	0.00	3,000.00	1,000.00	1,000.00	2,000.00
10-700-907 Records Management	0.00	1,500.00	1,500.00	1,500.00	3,000.00
10-700-908 Audit Fees	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
10-700-909 Treasurer's Fees	1,792.22	0.00	2,000.00	2,000.00	2,000.00
10-700-910 Gas Expenses	2,686.37	3,500.00	6,000.00	6,000.00	8,000.00
10-700-911 Electric Service	388.38	3,000.00	6,000.00	6,000.00	7,000.00
10-700-912 Trash Removal	4,726.86	6,000.00	6,000.00	6,000.00	6,000.00
10-700-913 Liability Insurance	9,706.45	9,866.00	10,000.00	10,000.00	14,260.00
10-700-914 Advertising & Legal Notice	3,465.05	7,000.00	7,000.00	7,000.00	5,000.00
10-700-915 Travel & Mileage	2,237.10	2,000.00	2,000.00	2,000.00	4,000.00
10-700-916 Postage & Freight	2,099.94	3,600.00	3,600.00	3,600.00	4,000.00
10-700-917 Office Supplies	7,552.00	7,000.00	7,000.00	7,000.00	7,000.00
10-700-918 Uniforms	1,494.85	2,000.00	2,000.00	2,000.00	2,000.00
10-700-919 Supplies for Town Hall	584.89	1,100.00	1,100.00	1,100.00	1,000.00
10-700-920 Land Use Consultant	0.00	150.00	0.00	0.00	10,000.00
10-700-921 Dog Control Costs	86.75	2,000.00	150.00	150.00	150.00
10-700-922 Land Surveyor Services	1,000.00	0.00	420.00	420.00	3,000.00
10-700-923 Town Hall Building Maintenance	2,037.66	4,000.00	4,000.00	4,000.00	5,000.00
10-700-924 TH Maint Purchase Service	225.00	0.00	0.00	0.00	0.00
10-700-925 Drug & Alcohol Testing	0.00	0.00	700.00	700.00	700.00
	68,179.06	99,250.00	104,004.00	104,004.00	127,110.00

	2022	2023	2023	2023	2024
	Actual	Final	Amended	Year End	Final
		Budget	Final Budget	Projections	Budget
TOTAL EXPENSES	1,098,311.83	1,172,700.00	1,031,196.25	1,031,196.25	1,446,970.43
NET TOTALS (INCOME - EXPENSES)	(158,797.60)	(159,733.00)	8,409.55	8,409.55	(201,402.24)
ENDING FUND BALANCE	796,577.69	512,488.52	804,987.24	804,987.24	603,585.00

	2022 Actual	2023 Final Budget	2023 Budget	2023 Year End Projections	2024 Final Budget
BEGINNING FUND BALANCE - STREETS	814,579.83	829,217.57	907,481.98	907,481.98	944,649.41
INCOME					
TAX REVENUE					
20-600-100 Specific Ownership Tax	15,395.57	11,000.00	11,000.00	11,000.00	14,000.00
20-600-101 HUTF Revenue	33,250.10	27,000.00	30,000.00	30,000.00	30,000.00
20-600-102 Sales Tax, Marijuana Tax, Occupational Tax	328,573.21	275,000.00	327,600.00	327,600.00	327,600.00
20-600-103 Severance Tax	13,492.26	0.00	12,000.00	12,000.00	5,000.00
20-600-104 Mineral Lease Revenue	54,718.48	10,000.00	70,000.00	70,000.00	50,000.00
20-330-101 Road & Bridge	12,544.17	10,000.00	10,000.00	10,000.00	11,000.00
	457,973.79	333,000.00	460,600.00	460,600.00	437,600.00
MISCELLANEOUS					
20-600-600 Other Miscellaneous Rev	1,593.61	0.00	162.00	162.00	100.00
20-600-601 Bank Interest	333.46	100.00	1,000.00	1,000.00	1,000.00
20-600-602 Sale of Equipment	0.00	0.00	0.00	0.00	50,000.00
	1,927.07	100.00	1,162.00	1,162.00	51,100.00
TOTAL INCOME	459,900.86	333,100.00	461,762.00	461,762.00	488,700.00
EXPENSES					
MAYOR, TRUSTEES, & COMMITTEES					
20-700-100 Board Payment	1,275.00	1,800.00	1,800.00	1,800.00	0.00
	1,275.00	1,800.00	1,800.00	1,800.00	0.00
STAFF SALARIES & BENEFITS					
20-700-201 Town Manager	24,587.50	25,000.00	25,000.00	25,000.00	22,500.00
20-700-202 Treasurer	10,099.50	12,712.00	13,000.00	13,000.00	12,750.00
20-700-203 Administrative Clerk	11,199.38	12,403.00	12,403.00	12,403.00	13,250.00
20-700-204 Clerk	9,921.24	10,238.00	10,238.00	10,238.00	12,500.00
20-700-205 Maintenance Salaries	44,980.09	52,875.00	52,875.00	52,875.00	57,000.00
20-700-206 Maintenance Overtime	3,324.67	6,000.00	5,000.00	5,000.00	6,000.00

	2022 Actual	2023		2023		2023		2024	
		Final	Budget	Final	Budget	Year End	Final		
		Budget		Projections		Budget			
20-700-207	Accrued Vacation Adjust	(171.26)	1,240.00	1,240.00	1,240.00	1,240.00	1,240.00	1,240.00	
20-700-208	Health/Dental/Life Insurance	32,761.87	34,176.00	38,000.00	38,000.00	38,000.00	38,000.00	41,000.00	
20-700-209	Payroll Taxes	7,593.12	8,125.00	9,000.00	9,000.00	9,000.00	9,000.00	10,748.40	
20-700-210	Employee Retirement	2,752.03	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	4,000.00	
20-700-211	Town Attorney	7,729.89	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
20-700-212	Building Inspector	15,737.07	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	15,750.00	
20-700-213	Transfers Out to Other Funds	1,333.00	0.00	0.00	0.00	0.00	0.00	0.00	
		171,848.10	191,869.00	195,856.00	195,856.00	195,856.00	195,856.00	206,738.40	
INFORMATION TECHNOLOGY (IT)									
20-700-301	Telephone/Internet/Fiber	4,252.84	5,100.00	5,100.00	5,100.00	5,100.00	5,100.00	6,981.00	
20-700-304	Equipment (IT)	727.00	0.00	0.00	0.00	0.00	0.00	0.00	
20-700-305	Capital Outlay (IT upgrades)	43,120.00	0.00	0.00	0.00	0.00	0.00	0.00	
		48,099.84	5,100.00	5,100.00	5,100.00	5,100.00	5,100.00	6,981.00	
MISCELLANEOUS									
20-700-601	Miscellaneous/Cont.	7,029.99	10,000.00	544.00	544.00	544.00	544.00	600.00	
20-700-602	Snow Removal	0.00	0.00	13,456.00	13,456.00	13,456.00	13,456.00	0.00	
		7,029.99	10,000.00	14,000.00	14,000.00	14,000.00	14,000.00	600.00	
CAPITAL OUTLAY									
20-700-700	Debt Service Principal CAT120JOY and CAT 120MT	32,489.88	33,800.00	35,065.67	35,065.67	35,065.67	35,065.67	36,423.72	
20-700-701	Debt Service Interest CAT120JOY and CAT 120MT	9,855.70	12,300.00	8,970.79	8,970.79	8,970.79	8,970.79	7,602.68	
20-700-702	Backhoe- Principal	0.00	0.00	0.00	0.00	0.00	0.00	17,457.04	
20-700-703	Backhoe- Interest	0.00	0.00	0.00	0.00	0.00	0.00	7,644.44	
20-700-704	New Pick Up	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00	
20-700-705	Park Equip/ Mower		0.00	0.00	0.00	0.00	0.00	25,000.00	
20-700-706	Drainage Design	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	
20-700-706	Patching, Gravel, & Chip Seal	19,279.82	30,000.00	42,000.00	42,000.00	42,000.00	42,000.00	0.00	
20-700-707	STREET PAINTING	6,476.00	0.00	6,500.00	6,500.00	6,500.00	6,500.00	0.00	
20-700-708	Mag Chloride		10,000.00	7,812.50	7,812.50	7,812.50	7,812.50	0.00	

	2022	2023	2023	2023	2024
	Actual	Final	Budget	Year End	Final
		Budget		Projections	Budget
	68,101.40	86,100.00	100,348.96	100,348.96	134,127.88
GENERAL OPERATIONS, UTILITIES, & ADMIN.					
20-700-901 Weed Control	0.00	1,500.00	700.00	700.00	1,500.00
20-700-903 Traffic Signs	2,146.62	4,500.00	4,500.00	4,500.00	5,000.00
20-700-904 Fuel and Lubricants	16,349.99	21,000.00	30,000.00	30,000.00	35,000.00
20-700-905 Street Painting	0.00	2,000.00	0.00	0.00	3,000.00
20-700-906 Mag Chloride	0.00	0.00	0.00	0.00	15,000.00
20-700-907 Patching, Gravel, & Chip Seal	0.00	0.00	0.00	0.00	60,000.00
20-700-908 Audit Fees	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
20-700-910 Gas	0.00	500.00	0.00	0.00	0.00
20-700-911 Electric Service	591.30	1,000.00	1,000.00	1,000.00	1,000.00
20-700-912 Street Light Electricity	23,134.64	26,000.00	27,500.00	27,500.00	28,000.00
20-700-913 Liability Insurance	9,706.45	9,866.00	10,000.00	10,000.00	14,260.00
20-700-918 Uniforms	1,358.06	2,000.00	2,000.00	2,000.00	2,000.00
20-700-919 Maintenance on Equipment	4,925.20	12,000.00	13,000.00	13,000.00	15,000.00
20-700-920 Utility Line Locator	0.00	5,000.00	4,289.61	4,289.61	0.00
20-700-921 Small Tools & Equipment	2,822.80	4,500.00	4,500.00	4,500.00	5,000.00
20-700-924 Parts and Supplies	6,609.32	7,000.00	7,000.00	7,000.00	9,000.00
	70,644.38	99,866.00	107,489.61	107,489.61	196,760.00
TOTAL EXPENSES	366,998.71	394,735.00	424,594.57	424,594.57	545,207.28
NET TOTALS (INCOME - EXPENSES)	92,902.15	(61,635.00)	37,167.43	37,167.43	(56,507.28)
ENDING FUND BALANCE	907,481.98	767,582.57	944,649.41	944,649.41	888,142.13

	2022 Actual	2023 Final Budget	2023 Amended Budget	2023 Year End Projections	2024 Final Budget
BEGINNING FUND BALANCE - WATER	478,085.71	429,892.71	472,649.14	472,649.14	462,506.31
INCOME					
USER FEES					
30-600-200 Water User Fees	252,253.60	290,740.00	290,740.00	290,740.00	299,462.20
30-600-201 New Water Taps	9,000.00	24,000.00	24,000.00	24,000.00	9,000.00
30-600-202 Water Dock	29,555.00	24,000.00	24,000.00	24,000.00	24,000.00
30-600-203 Water Tap Installation Fees	0.00	14,800.00	14,800.00	14,800.00	6,400.00
	290,808.60	353,540.00	353,540.00	353,540.00	338,862.20
GRANT REVENUE					
30-600-400 Grant Revenue DOLA & FEMA	11,667.73	0.00	76,482.27	76,482.27	7,363.00
	11,667.73	0.00	76,482.27	76,482.27	7,363.00
MISCELLANEOUS					
30-600-600 Other Misc. Revenues	1,749.66	0.00	0.00	0.00	100.00
30-600-601 Development Fees	1,300.00	0.00	0.00	0.00	0.00
	3,049.66	0.00	0.00	0.00	100.00
TOTAL INCOME	305,525.99	353,540.00	430,022.27	430,022.27	346,325.20
EXPENSES					
MAYOR, TRUSTEES, & COMMITTEES					
30-700-100 Board Payment	1,275.00	1,800.00	1,800.00	1,800.00	0.00
	1,275.00	1,800.00	1,800.00	1,800.00	0.00
STAFF SALARIES & BENEFITS					
30-700-201 Town Manager	24,587.50	25,000.00	25,000.00	25,000.00	22,500.00
30-700-202 Treasurer	10,099.50	12,712.00	13,000.00	13,000.00	12,750.00
30-700-203 Administrative Clerk	11,557.14	12,650.00	12,650.00	12,650.00	13,250.00
30-700-204 Town Clerk	9,563.48	10,238.00	10,238.00	10,238.00	12,500.00
30-700-205 Maintenance Salaries	44,980.17	52,875.00	52,875.00	52,875.00	57,000.00
30-700-206 Maintenance Overtime	3,324.66	8,250.00	8,250.00	8,250.00	8,250.00
30-700-207 Accrued Vacation Adjustment	4,178.80	1,250.00	1,250.00	1,250.00	1,250.00
30-700-208 Health/Dental/Life Insurance	32,761.87	34,176.00	38,000.00	38,000.00	41,000.00

	2022 Actual	2023 Final Budget	2023 Amended Budget	2023 Year End Projections	2024 Final Budget
30-700-209 Payroll Taxes	6,357.03	7,225.00	8,000.00	8,000.00	9,543.53
30-700-210 Employee Retirement	2,280.72	2,923.00	2,923.00	2,923.00	3,500.00
30-700-211 Town Attorney	7,729.89	10,000.00	10,000.00	10,000.00	10,000.00
	157,420.76	177,299.00	182,186.00	182,186.00	191,543.53
INFORMATION TECHNOLOGY (IT)					
30-700-301 Telephone/Internet/Fiber	4,252.84	5,100.00	5,100.00	5,100.00	6,981.00
30-700-304 Equipment (IT)	727.00	2,000.00	2,000.00	2,000.00	2,000.00
	4,979.84	7,100.00	7,100.00	7,100.00	8,981.00
MISCELLANEOUS					
30-700-601 Miscellaneous/Contingency	0.00	5,000.00	500.00	500.00	1,000.00
	0.00	5,000.00	500.00	500.00	1,000.00
CAPITAL OUTLAY					
30-700-700 Capital Outlay	0.00	40,000.00	103,729.10	103,729.10	65,043.00
30-700-701 Debt Service DSB Water Loan	9,331.79	18,307.00	18,307.00	18,307.00	15,598.39
30-700-702 Debt Service DSB Interest	56,602.64	6,102.00	6,102.00	6,102.00	8,811.29
	65,934.43	64,409.00	128,138.10	128,138.10	89,452.68
GENERAL OPERATIONS, UTILITIES, & ADMIN.					
30-700-900 Water Permit Fees	465.00	500.00	500.00	500.00	500.00
30-700-901 Chemicals	14,321.14	15,500.00	15,500.00	15,500.00	16,000.00
30-700-902 Subscriptions & Dues	2,030.00	2,075.00	2,075.00	2,075.00	2,075.00
30-700-903 Public Works Education	1,670.00	2,500.00	2,500.00	2,500.00	3,000.00
30-700-904 Licensed Operator	2,807.56	3,000.00	3,000.00	3,000.00	3,000.00
30-700-905 Laboratory Services	2,596.00	3,500.00	3,500.00	3,500.00	3,500.00
30-700-906 Fire Hydrants	0.00	500.00	500.00	500.00	3,000.00
30-700-908 Audit Fees	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
30-700-910 Plant-Propane	1,450.58	20,000.00	5,000.00	5,000.00	5,000.00

	2022	2023	2023	2023	2023	2024
	Actual	Final	Amended	Year End	Final	
		Budget	Budget	Projections	Budget	
30-700-911 Plant-Electricity	17,393.92	2,600.00	20,000.00	20,000.00	20,000.00	20,000.00
30-700-913 Liability Insurance	9,706.45	9,866.00	9,866.00	9,866.00	14,260.00	14,260.00
30-700-915 Travel & Mileage	1,235.32	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
30-700-916 Postage & Freight	1,367.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00
30-700-917 Office Supplies	1,075.68	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
30-700-918 Uniforms	1,299.50	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
30-700-919 Maint. on Equip. Purchased	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
30-700-920 Plant-Maintenance of Equip	270.00	750.00	750.00	750.00	750.00	750.00
30-700-921 Small Tools/Equipment	681.54	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
30-700-923 Building & Grounds Maint	384.65	750.00	750.00	750.00	750.00	750.00
30-700-924 Parts & Supplies (includes Water Tank Cleaning \$5,500 & turbidity monitor \$3,000, tap installation \$14,800, plus \$20,000 operations)	19,598.19	43,300.00	43,300.00	43,300.00	25,000.00	25,000.00
	81,352.53	118,041.00	120,441.00	120,441.00	110,035.00	110,035.00
TOTAL EXPENSES	310,962.56	373,649.00	440,165.10	440,165.10	401,012.21	401,012.21
NET TOTALS (INCOME - EXPENSES)	(5,436.57)	(20,109.00)	(10,142.83)	(10,142.83)	(54,687.01)	(54,687.01)
ENDING FUND BALANCE	472,649.14	409,783.71	462,506.31	462,506.31	407,819.30	407,819.30

	2022 Actual	2023 Final Budget	2023 Planned Budget	2023 Year End Projections	2024 Final Budget
BEGINNING FUND BALANCE - SEWER	323,006.11	293,250.11	266,919.48	266,919.48	263,083.48
INCOME					
USER FEES					
40-600-200 Sewer Users Fees	197,027.98	224,000.00	224,000.00	224,000.00	230,720.00
40-600-201 New Sewer Taps	4,500.00	18,000.00	18,000.00	18,000.00	9,000.00
	201,527.98	242,000.00	242,000.00	242,000.00	239,720.00
MISCELLANEOUS					
40-600-600 Other Misc. Revenue	347.96	0.00	0.00	0.00	100.00
	347.96	0.00	0.00	0.00	100.00
TOTAL INCOME	201,875.94	242,000.00	242,000.00	242,000.00	239,820.00
EXPENSES					
MAYOR, TRUSTEES, & COMMITTEES					
40-700-100 Board Payment	1,375.00	1,800.00	1,800.00	1,800.00	0.00
	1,375.00	1,800.00	1,800.00	1,800.00	0.00
STAFF SALARIES & BENEFITS					
40-700-201 Town Manager	24,587.50	25,000.00	25,000.00	25,000.00	22,500.00
40-700-202 Treasurer	10,099.32	12,712.00	13,000.00	13,000.00	12,750.00
40-700-203 Assistant Clerk	11,199.30	12,650.00	12,650.00	12,650.00	13,250.00
40-700-204 Clerk	9,921.03	10,238.00	10,238.00	10,238.00	12,500.00
40-700-205 Maintenance Salaries	46,515.00	52,875.00	52,875.00	52,875.00	57,000.00
40-700-206 Maintenance Overtime	7,674.44	8,250.00	8,250.00	8,250.00	8,250.00
40-700-207 Accrued Vacation Adjustment	(171.26)	1,300.00	1,300.00	1,300.00	1,300.00
40-700-208 Health/Dental/Life Insurance	32,761.87	34,176.00	38,000.00	38,000.00	41,000.00
40-700-209 Payroll Taxes	6,476.55	7,225.00	8,000.00	8,000.00	9,543.53
40-700-210 Employee Retirement	2,310.86	2,923.00	2,923.00	2,923.00	3,500.00
40-700-211 Town Attorney	7,729.90	10,000.00	10,000.00	10,000.00	10,000.00
	159,104.51	177,349.00	182,236.00	182,236.00	191,593.53
INFORMATION TECHNOLOGY (IT)					
40-700-301 Telephone/Internet/Fiber	4,245.55	5,100.00	5,100.00	5,100.00	6,981.00
40-700-304 Equipment (IT)	727.00	2,000.00	2,000.00	2,000.00	2,000.00
	4,972.55	7,100.00	7,100.00	7,100.00	8,981.00
CAPITAL OUTLAY					
40-700-700 Depreciation	49,441.80	0.00	0.00	0.00	0.00
	49,441.80	0.00	0.00	0.00	0.00
GENERAL OPERATIONS, UTILITIES, & ADMIN.					
40-700-900 Waste Water Permit	1,593.00	1,600.00	1,600.00	1,600.00	1,600.00
40-700-901 Chemicals	2,013.59	2,750.00	2,750.00	2,750.00	3,000.00
40-700-902 Subscriptions & Dues	1,069.94	1,500.00	1,500.00	1,500.00	1,500.00
40-700-903 Public Works Education	937.16	2,000.00	2,000.00	2,000.00	2,000.00
40-700-904 Operator/Licensed Services	0.00	300.00	300.00	300.00	300.00
40-700-905 Laboratory Services	3,550.00	7,500.00	7,500.00	7,500.00	5,000.00
40-700-908 Audit Fees	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
40-700-911 Electric Service	3,287.98	4,500.00	6,000.00	6,000.00	6,000.00
40-700-913 Liability Insurance	9,706.32	9,866.00	10,000.00	10,000.00	14,260.00
40-700-915 Travel & Mileage	500.99	500.00	500.00	500.00	500.00
40-700-916 Postage & Freight	249.24	1,500.00	1,800.00	1,800.00	1,800.00
40-700-917 Office Supplies	300.00	500.00	500.00	500.00	500.00
40-700-918 Uniforms	1,157.98	2,000.00	2,000.00	2,000.00	2,000.00

	2022 Actual	2023 Final Budget	2023 Planned Budget	2023 Year End Projections	2024 Final Budget
40-700-919 Maint on Equip	1,719.62	2,200.00	2,200.00	2,200.00	5,000.00
40-700-920 Maint on Plant Equip	3,467.15	0.00	0.00	0.00	0.00
40-700-921 Small Tools & Equipment	0.00	750.00	750.00	750.00	750.00
40-700-923 Plant Building & Ground	0.00	200.00	200.00	200.00	200.00
40-700-924 Parts and Supplies	1,417.74	12,000.00	12,000.00	12,000.00	2,000.00
	33,970.71	52,666.00	54,600.00	54,600.00	49,410.00
MISCELLANEOUS					
40-700-601 Miscellaneous/Contingency	0.00	1,000.00	100.00	100.00	100.00
40-700-602 Transfers Out to Other Funds	9,098.00	0.00	0.00	0.00	0.00
	9,098.00	1,000.00	100.00	100.00	100.00
TOTAL EXPENSES	257,962.57	239,915.00	245,836.00	245,836.00	250,084.53
NET TOTALS (INCOME - EXPENSES)	(56,086.63)	2,085.00	(3,836.00)	(3,836.00)	(10,264.53)
ENDING FUND BALANCE	266,919.48	295,335.11	263,083.48	263,083.48	252,818.95



Do I need a building permit?

The Town of Dolores has adopted the 2021 ICC (International Code Council) family of codes. This includes the International Building Code, The International Residential Code, the International Fire Code, The International Energy Conservation Code, as well as other ICC Codes.

In addition, the Town of Dolores has an adopted Land Use Code (LUC). This code addresses numerous requirements for property owners including setbacks, height and area restrictions, hazard areas such as land within 50 feet of the riverbank, land along the canyon walls, protected areas, and other hazards and requirements.

With a few exceptions, the Town of Dolores has a requirement for building permits, zoning permits and other associated permits for projects located within town limits.

It is always prudent to check with the Town Building Official to determine if a permit will be required for your project. This is a free service and can potentially prevent a stop-work order, court summons and fines.

Projects that may not require a permit

- Fences under seven feet tall – A survey is highly recommended.
- Replacing floor coverings.
- Repainting
- Repairing a faucet or toilet.
- Replacing a window or door with the same size window or door. Bedrooms require a rescue window.
- Replacing appliances.
- Replacing siding – Stucco siding requires a permit.
- Replacing or adding a sidewalk or driveway.
- Replacing cabinets.
- The stoppage of leaking plumbing.
- Emergency repairs.
- Sheds under 120 square feet. The shed must meet the setback requirements, the FEMA flood requirements and can have no electrical or plumbing services.



Projects requiring a permit

- Increasing the footprint of a structure.
- Constructing an ADU – Accessory Dwelling Unit.
- Constructing a carport or garage.
- Enclosing a carport.
- Converting a garage to a living space.
- Replacing sheetrock.
- Changing electrical service.
- Adding electrical circuits (outlets or switches).
- Replacing a water heater.
- Replacing a bathtub or plumbing valves.
- Replacing a water line or sewer line.
- Replacing a heater or other mechanical fixture.
- Replacing roofing.
- Any shed over 120 square feet, or one that will have electrical or plumbing.
- Any fence seven feet tall or taller.
- Adding or replacing a deck or porch.
- Finishing a basement.
- Changing a window or door with a larger/smaller one or relocating one.
- Adding or removing walls.
- Changing the layout of the structure.
- Demolishing an existing structure.
- Renovations and remodels.
- Installing or replacing a fireplace/woodstove.
- Solar panel systems
- Gas line repair/replacement or installation.



Other requirements

- Site plans prepared by a registered design professional are required for any addition or new structure.
- Building and land use code requirements including, but not limited to lot coverage, setbacks, and floodplain regulations, apply to structures exempt from building permits.
- Permits are required for signs, banners, and other types of advertisements.
- Short-Term Rentals – STR's require inspections and permits.
- New foundations and addition foundations



require design by a

- Colorado State certified Engineer.
- Electrical and plumbing performed by the homeowner is only allowed on a primary residence and the home cannot be sold for two years after the work is performed.
- Conversion of a single-family dwelling to a two-family dwelling requires a fire suppression system along with other requirements.
- Conversion of a commercial property to a residential property has numerous requirements and may not be permitted in some cases.
- Each dwelling unit or structure with plumbing and sanitary sewer services are required to have individual water and sewer taps.

Very important items

Projects that lack the proper permitting can be



issued a stop-work order.

These projects can also be issued a summons to court along with significant fines that occur daily.

The sale of properties can be held up or terminated for projects that were done without the proper permitting.

Insurance companies can deny claims



work done without the proper permitting. on properties that had

Work that was done without the proper permitting can be ordered to be removed even after the work is completed.

Non-compliant issues constructed without the proper permitting may be required to become compliant even years after they were completed.

In closing

It is always better to contact the town to inquire about the permit requirements for any project that you may be considering prior to beginning the project.

Permits ensure that projects are done to the minimum standards that are adopted by the Town of Dolores and provide a level of safety and security for all citizens and visitors to the town.

The Town of Dolores would like to thank you for taking the time to read this handout



and appreciates your cooperation and invites all comments.

Applications for building permits, developmental permits, sign permits, and business licenses can be picked up at town hall and the Building Official can be reached at 970-882-7720.

Check out the "Doing Business" page on the town website at www.townofdolores.colorado.gov

**Town of Dolores
Resolution
No R557
Serie 2023**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF DOLORES EXPRESSING THE TOWN'S INTENTION TO COMMIT TO THE LOCAL JURISDICTIONAL REQUIREMENTS UNDER COLORADO STATE TITLE 29 ARTICLE 32, REFERRED TO AS "PROPOSITION 123."

WHEREAS, Proposition 123 (the "Proposition") establishes a Statewide Affordable Housing Fund, under Title 29, Article 32 of the Colorado Revised Statutes ("C.R.S."); and

WHEREAS, the Proposition uses State revenue collected pursuant to Article 22 on one-tenth of one percent of federal taxable income, as modified by state law, for the purposes of creating and supplying affordable housing to individuals meeting the criteria set forth in the statute; and

WHEREAS, the Proposition creates a local planning capacity development program administered by the Division of Housing, in the Department of Local Affairs; and

WHEREAS, the program will provide grants to local governments to increase the capacity of local government community development departments responsible for processing land use, permitting, and zoning applications for housing projects; and

WHEREAS, the Proposition allows local governments to opt-in to this program by November 1, 2023, by declaring a three-year commitment, allowing the Town to be eligible for this funding; and

WHEREAS, for the Town to receive and maintain funding, the Town must comply with requirements set forth under the statute; and

WHEREAS, the statute deems that the Town would be eligible to receive funding if it commits that by 2027 it achieves a 3% annual increase in the number of affordable housing units within its territorial boundaries, and if the Town implements a system to expedite the development approval process for affordable housing projects; and

WHEREAS, the Town Board affirms the Town's commitment to the conditions set forth within the Proposition and the desire to receive funds from the Statewide Affordable Housing Fund; and
WHEREAS, the Town Board finds that this commitment is in the best interest of the health, safety, and welfare of its residents.

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

Section 1. The Town Board affirms the Town's commitment, under Proposition 123, C.R.S. Title 29, Art. 32, to increase affordable housing by 3% each year over the baseline number Town of Dolores of _____ affordable housing units within its territorial boundaries, as established by the process set forth in the statute.

Section 2. The Town Manager, or designee, will file the Town's commitment with the State Division of Housing and will create and implement a process to expedite the development approval for affordable housing projects, as defined in the statute.

Section 3. The Town Manager, or designee, will report the Town's compliance to the Town Board through annual reports, and report compliance to the State Administrator of this program through the process defined in the statute.

Section 4. All resolutions or parts of resolutions of the Town in conflict herewith are hereby rescinded.

Section 5. Effect Date. This Resolutions shall be effective immediately upon its approval and adoption.

Passed, adopted, and approved this 23rd day of October 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor

Attest: _____, Town Clerk

**Town of Dolores
Resolution No R558
Series 2023**

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A CONTRACT FOR A LEASE-PURCHASE
AGREEMENT WITH WAGNER EQUIPMENT FOR THE
PURCHASE OF A BACKHOE**

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

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

WHEREAS, the Town of Dolores is in need of a backhoe to perform necessary services for the citizens of the Town; and

WHEREAS, it is necessary to finance a portion of purchase and installation of this equipment through a lease purchase agreement with Wagner Equipment ("Lessor"); and,

WHEREAS, the Colorado Supreme Court has approved the practice of financing the purchase of personal property with a lease purchase agreement under certain conditions consistent with the TABOR amendment to the Colorado Constitution.

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

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

Section 2. Lease-Purchase Agreement. The Board of Trustees hereby approves the Lease-Purchase Agreement as described in "Exhibit A" in the form presented at this meeting, are in the best interests of the Lessee for the acquisition and lease of the solar equipment.

Section 3. Non-Appropriations Addendum. Lessee represents and warrants to Lessor that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all rental payments during the term of the lease. Lessee hereby covenants that it will do all things reasonably within its power to obtain funds from which the rental payments may be made, including making provision for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its bona fide best efforts to have such portion of the budget approved. It is Lessee's intent to make rental payments for the full term of this Lease if funds are available therefor and, in that regard, Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. In the event no funds or

insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for the rental payments due under this Lease, then Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee for any kind whatsoever, except as to the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Subsequent to the termination of this lease, Lessee shall have no obligation to make rental payments with respect to the remainder of the Lease. In the event of such termination, Lessee agrees to return leased property pursuant to the terms of the Lease, and Lessor shall have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, Lessee agrees that it will not cancel this Leases under the terms of this Addendum if any funds are appropriated to it, or for the acquisition, retention or operation of the solar equipment or other equipment performing similar functions.

Section 4. Provisions. The form, terms and provisions of the lease and all other schedules and exhibits attached thereto are hereby approved substantially in the form presented at this meeting. The Mayor of the Town of Dolores is hereby authorized and directed to sign and deliver the lease agreement, and all exhibits attached thereto, and the Town Clerk is hereby authorized to attest the foregoing and affix the seal of the Town to such documents; and

Section 5. Effect Date. This Resolutions shall be effective immediately upon its approval and adoption.

Passed, adopted, and approved this 23rd day of October 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely



SALES AGREEMENT

DATE Sep 06, 2023
QUOTE# 260252

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER		TOWN OF DOLORES	
S O L D T O	STREET ADDRESS	PO BOX 630	
	CITY/STATE	DOLORES, CO	COUNTY MONTEZUMA CO
	POSTAL CODE	81323	PHONE NO. 970 882 7720
	EQUIPMENT RANDY MCGUIRE		PHONE NO. 970 882 7720
CUSTOMER CONTACT:		PRODUCT SUPPORT RANDY MCGUIRE	
INDUSTRY CODE:		PRINCIPAL WORK CODE: GOVERNMENT (A30)	
Ownership Customer #	26688	Invoice Customer #	
Sales Tax Exemption # (if applicable)		Customer PO Number	
N/A		Ship Via Durango	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> CSC <input checked="" type="checkbox"/> LEASE			
CASH WITH ORDER \$0.00		BALANCE TO FINANCE \$127,900.00	CONTRACT INTEREST RATE 6.99
PAYMENT PERIOD MONTHLY		PAYMENT AMOUNT \$2,091.79	NUMBER OF PAYMENTS 60
		OPTIONAL BUY-OUT	\$31,200.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR		MODEL: 416	YEAR: TBA
STOCK NUMBER: 511023		SERIAL NUMBER: TBA	SMU: TBA
NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>			
416 07A BACKHOE LOADER CFG2		STANDARD RADIO (12V)	
LANE 2 ORDER		PLATE GROUP - BOOM WEAR	
TRIM PACKAGE 3		GUARD, STABILIZER	
CONSISTS OF:		END OF CONSISTS	
CAB, STANDARD		BELT, SEAT, 2" SUSPENSION	
STICK, EXTENDABLE, 14FT, PILOT		TIRES, 12.5 80/19.5L-24, GY	
HYDRAULICS MP, 6FCN/8BNK, PT		STABILIZER PADS, FLIP-OVER	
ENGINE, 70KW, C3.6 DITA, S5		BUCKET-GP, 1.3 YD3, FO	
DISPLAY, STANDARD		LOADER BUCKET PINS	
WORKLIGHTS (8) LED LAMPS		CUTTING EDGE, TWO PIECE	
SEAT, FABRIC		BUCKET-HD, 24", 6.2 FT3	
CONDITIONER, S5 (T4F)		INSTRUCTIONS, ANSI	
PRODUCT LINK, CELLULAR, PLE643		SERIALIZED TECHNICAL MEDIA KIT	
COUNTERWEIGHT, 1015 LBS		COLD WEATHER PACKAGE, 120V	
RIDE CONTROL		PACK, DOMESTIC TRUCK	
TRADE-IN EQUIPMENT		SELL PRICE	
MODEL: YEAR: SN:		\$127,900.00	
PAYOUT TO: AMOUNT: PAID BY:		SUBTOTAL	
MODEL: YEAR: SN:		\$127,900.00	
PAYOUT TO: AMOUNT: PAID BY:		DOCUMENT FEE	
MODEL: YEAR: SN:		\$400.00	
PAYOUT TO: AMOUNT: PAID BY:		TOTAL	
MODEL: YEAR: SN:		\$128,300.00	
PAYOUT TO: AMOUNT: PAID BY:			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY & COVERAGE		INITIAL	
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months) 416-60 MO/1500 HR PREMIER		All used equipment is sold as is, with all faults, EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.	
<input type="checkbox"/> ALLIED WARRANTY & COVERAGE		SIGNATURE	
Preventative Maintenance:		Warranty applicable:	
NOTES:			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO.
ORDER RECEIVED BY Waters, William
DATE APPROVED AND ACCEPTED ON
TOWN OF DOLORES
PURCHASER
BY
SIGNATURE
TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.

2. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT: This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.

3. TIME OF DELIVERY and SHIPPING: Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.

5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity.

6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.

9. CANCELLATION/TERMINATION: This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.

10. PERMISSIBLE VARIATIONS: All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.

11. FORCE MAJEURE: a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.

12. VENUE: Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat@ Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

TOWN OF DOLORES

Company

Company (Print)

Company Representative (Print)

Signature

Sep 06, 2023

Date

Caterpillar Confidential Green

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID