

AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING/WORKSHOP

March 25th, 2024, WORKSHOP/MEETING 5:30 P.M.

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

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

<https://townofdolores.colorado.gov>

WORKSHOP: 5:30 p.m.:

- 1. Community Center update and advisory board applications.**
 - A. Advisory Board procedure for selection.
 - B. Updates to the center
 - C. Application for manager
- 2. Town Cleanup days staff changes.**
- 3. Letters of Interest for Community Center Advisory Board**

BOARD MEETING: 6:30 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 Liquor License Renewal: GST Liquors 2024 Retail Liquor Store renewal.

8. STAFF REPORTS/PRESENTATIONS:

8.1 Manager: Leigh Reeves

8.2 Attorney: Jon Kelly

8.3 Treasurer: Heather Robertson

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

- Commissioner Jim Candelaria
- Mayor Chris Holkestad
- Trustee Vall Truelsen
- Trustee Sheila Wheeler
- Trustee Andy Lewis
- Trustee Kalin Grigg
- Trustee Mark Youngquist
- Trustee Chris Curry

10. ADMINISTRATIVE BOARD BUSINESS:

10.1 Discussion/Possible Action: Sheriffs Contract for 2024

10.2 Discussion: Joe Rowell Park update

11. ACTION/APPROVAL: PUBLIC HEARINGS, ORDINANCES/RESOLUTIONS:

11.1 Public Hearing/Action/Approval for a hotel/restaurant liquor license for Kelly's Kitchen LLC, located at 315 Central Avenue Unit B Dolores Colorado.

11.2 Resolution R580 Series 2024, awarding a contract for asbestos abatement to Ensolum LLC.

11.3 Ordinance 571 Series 2024 First Reading. Amending Title 13 of the Dolores Municipal Code pertaining to separate water and sewer lines.

12. FUTURE AGENDA ITEMS AND MANAGEMENT ITEMS: Items will not be finalized until actual agenda

- Joint workshop with the Rotary Club, Chamber of Commerce, and Town Board of Trustees.

13. FUTURE MEETINGS & EVENTS:

- **P&Z meeting:** April 2nd, 2024
- **Parks meeting:** Parks Advisory Board April 11th, 2024
- **Board meetings:** April 8th, 2024.
- **Election Day:** April 2nd, 2024

14. ADJOURNMENT

Clean-up days transition

In previous years citizens placed their items out on the street edge for pickup. They were supposed to separate the cast off by type, green wastes, dump stuff and scrap metal. Most citizens complied with the rules.

The entire four-man staff was employed to haul debris and green waste to the designated places.

The citizen will need to provide proof of intown residency to participate this year.

This year the staff will assign one employe to assist the citizens as they bring their dump and metal scrap stuff to the Town Shop at 31 Central. The employee will help the customer unload.

A second employee will attend the gate at the town dump on T.5 road. The citizens' load will be inspected then directed to the dumping area. The citizen will have to unload the green waste themselves.

This program will enable two employees to continue with parks maintenance throughout the week to prevent mowing operations and sprinkler repairs falling behind.



Date: March 7th, 2024

The Town of Dolores has purchased the Dolores Community Center located at 400 Riverside Ave, Dolores, CO 81323.

We are creating a new advisory board that will consist of one Ex-Aficio Town Board Member and four members that all have an equal vote in creating the by-laws, mission and focus of the Community Center including its commercial kitchen.

We are looking for those individuals now. Please send a letter of interest to Leigh@townofdolores.com by March 15th, 2024. Please be sure to include the following:

- Please include your name, address, email and telephone number.
- Your availability to meet after working hours at least once per month for 2-3 hours.
- Any prior experience you have serving on an advisory board, community center, non-profit, for profit or experience on committees serving these organizations.
- Experience in economic development, community development or non-profit management.
- Your connections to local businesses, organizations, and stakeholders.
- Diversity in perspectives and backgrounds to ensure representation of the community.
- Skills in financial management and budgeting.
- Background in sales, marketing, or public relations.
- Good communication skills and the ability to work with technology.
- Expertise in fundraising and grant writing.
- Knowledge of local government policies and procedures.
- Finally, why do YOU want to be on this board.

Please keep your letter to one page single spaced and send to Leigh@townofdolores.com by March 15th, 2024 by 5pm.

Thanks for your interest.
We are excited to talk to you!

Dear Leigh:

I am interested in serving on the advisory board for the Dolores Community Center (DCC). Having worked at the DCC for over seven years, through June of 2023, as both the manager and janitor, I have a lot of institutional knowledge as to how things have worked there. This insight also made me aware of the issues and problems with the building and the way the non-profit operates. To be sure there is room for improvement and innovation.

Prior to my DCC employment, I taught for 30 years and served as pre-K through 12th grade librarian from 2010-2015 at Dolores Schools. I also coached girls' sports, knowledge bowl, and student council. I was in charge of my classroom budget and managed the all-school library budget. I led fundraising efforts for all the activities I coached and sponsored. In addition, I worked to organize and fundraise for the annual 8th grade trip to Denver and two overseas student trips to Costa Rica and Italy and France.

Hoping to immerse older students into the world of community service, I applied for Dolores High School to become a part of the El Pomar Foundation's EPYCS (El Pomar Youth in Community Service) program. We were accepted into the project, and within the next two years my co-sponsor and I helped the club to fundraise and solicit local non-profits to write grants. The students evaluated the grants and distributed nearly \$30,000.00 in funding to several Montezuma County non-profits.

Elected as an officer for ten years and president for five, I was active in the Dolores Education Association (DEA) and the state and national organizations. In order to offer four different graduate-level classes for my colleagues, I wrote in-house grants, and Colorado Reading Association grants to fund the courses. I wrote the curriculum for each course and taught the classes in order to provide local opportunities for earning graduate credits. In 2012 our DEA leadership headed up efforts to canvas the town informing citizens regarding Bond Measure 3C for school improvements. A community survey completed after the passage of 3C, it was clear that our work was instrumental in clinching the 'yes' vote.

As a 4th generation Dolorian, I'm proud to say my family has owned and operated businesses in Dolores since the 1930's. Ten decades later, my sister and her husband are still running the Dolores General Store that my parents opened 30 years ago. Growing up in family businesses was an education. Not only did my siblings and I learn to work hard and understand finances, we learned of the power of community. Our parents emphasized the connection of business to public relations and civic and social responsibility.

Teachers in my middle school team fostered that same belief within our students in regard to the town and community. Our students spent nearly a week in the spring of 1989 helping to clear the land of rocks, brush and debris during the initial creation of Joe Rowell Park. We volunteered to clean up Flanders Park and the downtown area after Escalante Days for several years. My eighth-graders planted the trees at Riverside Park. In 2001, during the building of the original Kotarski Memorial Playground, we and our students sanded and painted and built walls and paths investing in their younger siblings and the future of our town.

Many current business owners are the parents of my former students or the students themselves. I have a good relationship with both Rotary and the Chamber of Commerce as well as many other individuals, groups, and businesses from my interactions with them when I managed the Center. THEY are the reason I want to serve on this board. We are so lucky to have this wonderful asset on prime land in our community. The Community Center has provided space for so many individuals and groups to celebrate life's most poignant moments. From fundraisers to family reunions, from quinceaneras to quilt shows, from celebrations of life to Sunday services the DCC provides a special space that can magically transform into the vision of any renter's purpose. I look forward to the continuing metamorphosis.

Sincerely,
Jonnie Ryan

Sarah Vass

Regarding the Dolores Community Center Board Letter of Interest

524 E Arbecam Ave, Cortez CO 81321

svass7306@gmail.com

(970) 739 7306

My name is Sarah Vass and I am interested in serving on the Community Center Board of Directors. I was raised in Dolores, Colorado and now call this area my home as an adult. I graduated Dolores High School in 2018, my parents brought my sister and I up while operating the Dolores Food Market. The Community Center has always been a part of my backyard and neighborhood. I remember the Community Center before the grand remodel. I have many memories of attending various functions including a big Vass family reunion. The access to the river and the Center's central location makes it the perfect location for events both big and small. The commercial kitchen space is a valuable rental asset.

As the store director of Dolores Food Market, I am in charge of hiring, employee retention, ordering and receiving. I work directly with the finances of the grocery business. I know how to budget in order to make it through the slower seasons like winter. I have 25 years of Dolores history as a resource. As the social media manager for the Market, I track the news that circulates not just in Dolores, but the entire Montezuma county. I buy bread and pastries from the wholesale bakers using the kitchen and the Market sells out of everything they deliver. The rental kitchen is a revenue driver of the building, it can be rented overnight and is a low impact event.

The Community Center acts as a business incubator for wholesale food producers. The rarity of the rental commercial kitchen should not be overlooked. Having a business incubator in our town is valuable for local startups, town commerce and area sustainability. Small businesses can legally try their hand at making wholesale foods for purchase at established retail businesses. I have been long advocating for the modernization of the commercial kitchen, in terms of a legal sink, more ovens and metal counter tops for safe food handling procedures. I believe these costs would pay for themselves with increased business incubator rentals.

I am an avid attendee at the bi-monthly Town Board Meetings. I love watching the government function. I am the grant writer for the Market and just finished submitting a grant to the Fresh Food Initiative, Good Food Collective.

My knowledge of Dolores and the Community Center is informative, historical and significant to the operation of the Community Center through this transition period. The decisions made now will impact the future communities of Dolores. I am a vested and dedicated participant in my town and hope that I can serve as a Community Center board member.

Sincerely,

Sarah Vass

To: Town of Dolores, Manager and Trustees

From: Jennifer Stark; 203 S. 2nd St.

RE: Letter of Interest: Dolores Community Center Advisory Board

Town of Dolores Trustees and Staff

Please consider this letter of interest in serving as an Advisory Board member for the Dolores Community Center on behalf of the Town of Dolores Trustees. As indicated by the items requested, I am available to meet in an advisory board fashion on a monthly basis.

Many of you are familiar with my history of service and are aware I have served as a Town Trustee in addition to serving on the Town Attainable Housing Task Force. My working knowledge of town operations and initiatives could be helpful in the formation of this initial advisory board. In my prior community work I have been very helpful in solution focused start up initiatives and am often very resourceful and connected throughout the southern region. My institutional knowledge of the past work and partnerships with the Town of Dolores could be additionally beneficial.

I served on the Region 9 Economic Development Board for several years and I also am familiar with and attune to economic drivers, enterprises and strategies that may aid in bringing more stable and beneficial use of and to the Dolores Community Center.

I am very connected throughout the Four Corners region and am the sort of person that can orchestrate mutually beneficial relationships. I understand financial reports and have participated in some extensive grant writing and fundraising initiatives. As you all are aware, I have high communication skills, strong follow through and I work collaboratively in a successful manner with people from diversified backgrounds.

Overall, you can select all sorts of skilled people to join the Advisory Board, in fact that may work in the benefit of the Community Center and the Town. Those of you that are familiar with me, and my contributions will know that you can be rest assured that you will have high confidence in my ability to get things done for this Center and for the Town.

I appreciate your consideration and look forward to providing any further information you may need in your selection process.

Thank you



Jen Stark

970-882-8868; starkster71@gmail.com

To the Dolores Town Manager:

March 8, 2024

I am submitting this letter of interest to apply for a position on the Advisory Board for the Dolores Community Center. I am available to meet after working hours once a month for 2-3 hours.

I hold a PhD in Anthropology and as such, have had extensive experience in education and research. This is pertinent to your qualifications as I have excellent communication skills- both writing and speaking. I can facilitate group meetings, and am agile with technology including web based platforms, internet applications and so on. I am also well versed in working with people of different ethnicities, socioeconomic backgrounds, and demographics.

For 10 years I was a freelance writer for the Four Corner Free Press, which exposed me to all aspects of the local community including stakeholders of local organizations. You are welcome to peruse the archives to sample my writing: <https://fourcornersfreepress.com/?s=Janneli+Miller>

I am fluent in Spanish and would be able to easily converse with any members of the public wishing to utilize the community center who are Spanish speakers.

I have lived in Dolores since 2008 and own a home here. During that time I have been involved in many local businesses and organizations, running a small complementary health care practice and a river outfitting business, Soft Adventures Rafting. I am familiar with local government policies and procedures related to both home and business ownership in Dolores.

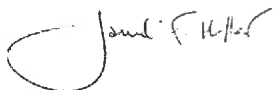
Most of my experience with advisory boards and other committees in the past has been with health oriented groups. I have enjoyed serving on the boards of the Arizona Ethnobotanical Research Association, the Midwifery Education Accreditation Council, and the Oregon Midwifery Council.

I have written and received several grants- again related to my work as an applied anthropologist- including a Fulbright for my field research in Mexico. I know how to manage budgets, fundraise and market- although admittedly these are not my favorite activities!

I live one house away from the Community Center. I am acutely aware of most of what goes on there, and have been for the past 15+ years. I would like to ensure that the activities taking place at the Community Center do not impinge on the well-being and neighborhood atmosphere of those living across the street at the Senior housing and those on Riverside who have small children. Often times in the past year there have been unacceptable breaches of the town noise ordinance, with loud music going on past midnight. In my opinion, a 'community center' run by the town should not violate town policies or disrupt the "quiet enjoyment" of residents, and ensuring that this will not continue to happen is part of my interest in serving on the advisory board.

Finally, I'm excited about the possibilities that town management of the community center presents. I think there are many ways the community center can really serve the wants and needs of the community as a local meeting place and "center" for those who live here. I feel my background is a good match for your board and I'd love to get involved in community service. I look forward to being able to work with other town residents to optimize the potential of this wonderful building.

Sincerely,



Janneli F. Miller
404 Riverside Dolores, CO 81323
970/209-8069 jannelupe@protonmail.com

#3

Kourtney Morgan Ridenour
17287 Road 24 Dolores, CO 81323
(805)798-0636

I am available to meet after working hours

My Background is 24 years lived experience as an apparel designer at Patagonia this would include sales and marketing of new product each season

Served two years on the Patagonia Grants Council where we reviewed hundreds of grants quarterly and made fiscal decisions regarding the gifting of funds to grassroots environmental organizations (NGO)

Helped to Grow Patagonia in my roll as Designer from a 3 Million dollar company to a 6 Billion dollar company over the course of 24 years

I have a clear knowledge of equity and inclusion practices and awareness around different perspectives and backgrounds always seeking a deeper understanding of all community members

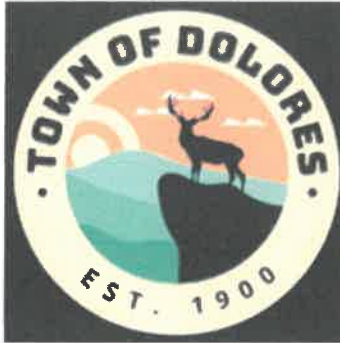
I have great communications skills and some ability with technology

I am excited to try my skills at fundraising and would love to become adept at grant writing, if I can't do it myself I'll find the person who can

I am interested in serving on this advisory board as an opportunity to become more connected with the community of Dolores and to provide a fresh perspective and insure the community center will represent all members of the area no matter the socio economic background

thank you for this opportunity

Sincerely,
Kourtney Morgan



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TOWN OF DOLORES COLORADO

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7.1 1

Submit to Local Licensing Authority

**GST LIQUOR
 PO BOX 937
 Dolores CO 81323**

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X <u>1</u>	\$ <u>100.00</u>
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ <u>452.50</u>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name GST LIQUORS, INC		Doing Business As Name (DBA) GST LIQUOR	
Liquor License # 03-01436	License Type Retail Liquor Store (city)		
Sales Tax License Number 25430190	Expiration Date 06/10/2024	Due Date 04/26/2024	
Business Address 102 SOUTH 11TH STREET Dolores CO 81323			Phone Number 9707990032 970-892-2329
Mailing Address PO BOX 937 Dolores CO 81323		Email	
Operating Manager Linda Jensen	Date of Birth [REDACTED]	Home Address 13925 Acl 26 Center co 81321	Phone Number 970-739-8215
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			


Tax Check Authorization, Waiver, and Request to Release Information

I, Linda H Johnson am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of GST Liquors Inc. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>GST Liquors Inc.</u>		Social Security Number/Tax Identification Number 	
Address <u>1025. 11th ST - PO Box 937</u>			
City <u>Dolores</u>		State <u>CO</u>	Zip <u>81323</u>
Home Phone Number <u>970-739-8215</u>		Business/Work Phone Number <u>970-882-2229</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Linda Johnson</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Linda Johnson</u>			Date signed <u>3-13-24</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Linda Kay Johnson	manager
Signature	Date
<i>Linda Kay Johnson</i>	3-13-24

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

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

March 18, 2024

To: Dolores Town Board

Subject: Liquor License Renewal, GST Liquors, Incorporated

Dear Dolores Town Board,

On March 13, 2024, a Colorado Restaurant Liquor License Renewal Application was submitted to the Town of Dolores by applicant/manager Linda Johnson, [REDACTED], DBA GST Liquor, indicating ownership of the business identified as GST Liquors Incorporated, requesting a renewal of Colorado Liquor License Number 03-01436, at the business location of 102 South 11th Street, Dolores, Colorado.

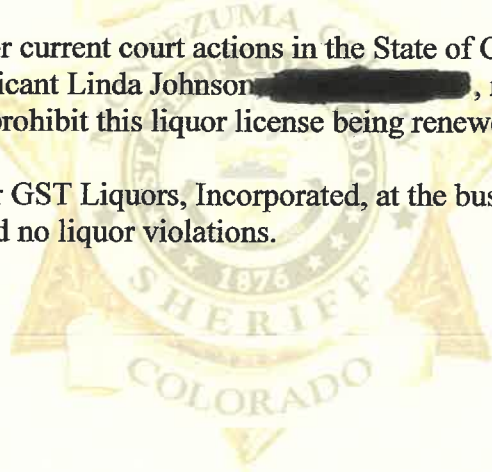
A check for criminal history and/or current court actions in the State of Colorado and through the National Crime Information Center on applicant Linda Johnson, [REDACTED], revealed no record of criminal or traffic violation cases that would prohibit this liquor license being renewed.

A local and state records check for GST Liquors, Incorporated, at the business location of 102 South 11th Street, Dolores, Colorado, revealed no liquor violations.

Respectfully,



Steven D. Nowlin, Sheriff
Montezuma County, Colorado





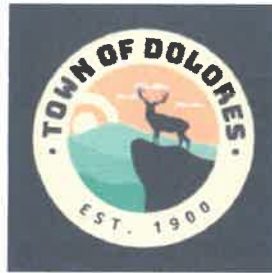
Interim Manager's Report

Date: March 25, 2024

To: Board of Trustees

From: Leigh Reeves

- New Townhall – In an effort to escalate the repair on the town hall Tammy, David and I filed a claim with the Town's insurance provider, CIRSA. They sent an adjustor out on Thursday, March 21, 2024. We can now move forward with the electrician and the contractor, to get the building timeline back on track. CIRSA will then subrogate the claim with State Farm. We are beginning to move the records we can now so when the floor is complete we can move quicker.
- Town hall demolition – We have completed the RFP for this project. It will be posted in the Journal this week. We will have a walk through for prospective contractors for asbestos removal and demolition. The goal is to have a contract signed and the process begin by Mid-May. Continuing to work with Steve DiNardo and our team on this.
- Community Center – We have engaged Alpine security and Sharp Locks to obtain a quote for keypad locks and cameras for the outside of the building. Our workshop will be about the process to choose the board and hiring a manager to meet clients and secure the building. Sel will be waxing the floor on Friday. David called a plumber to replace the hot water heater as it was leaking. We are also getting a quote on creating an easy to reach easy to see



shut off valve for the gas stove as we had a leak last Sunday that could have been devastating.

- Flanders Park bathroom – we will be doing the prep work in-house to begin this project. This will mean a conversation with Joe Becker, Galloping Goose, since they will not be able to run the Goose in the park until the fall/winter. This project must be completed by November 30, 2024. We also have a place on the West wall for public art if the board is interested. I will look for grant money.
- Phase II water project – Tammy posted the RFQ for the engineering portion of the project in the Journal and on our website, etc. with the help of Ken Charles. We will be requesting an engineering grant of \$300K to design, engineer and create the plan to start construction in 2025. We must wait until the new CDPHE grant cycle to apply in June. I will be bringing some thoughts around creating our portion of paying for this at the next meeting on April 11th, 2024
- Jon will be presenting an ordinance to discuss ADUs and water taps that has been developed more fully with David's input.
- Heather has spear-headed the Easter Egg hunt for this year. We have been busy filling over 2000 eggs with the help of the Seniors for Saturday's event.
- We will be sending a noxious weed reminder in the water bill with a link to help people start to eliminate these invasive species. Mark Tucker has been instrumental in sending this message.
- Discussion of staff changes for clean-up days, May 9-11, 2024.

**TOWN OF DOLORES
RESOLUTION R564
SERIES 2023**

RESOLUTION APPROVING CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY SHERIFF'S OFFICE, AND THE TOWN OF DOLORES

WHEREAS, The Town of Dolores is a statutory town with the authority to enter into contracts generally and with a county sheriff's office in particular to provide law enforcement services for the Town pursuant to CRS Section 30-11-410.

WHEREAS CRS Section 31-4-304 and 306 permits a statutory town to employ a Town Marshal for law enforcement services but does not require the Town to do so.

WHEREAS Colorado law grants the County Sheriff authority to enforce the laws of the state of Colorado throughout the county, having concurrent jurisdiction in those municipalities with their own law enforcement officers and a duty to provide law enforcement services in municipalities that lack a town marshal or police force.

WHEREAS the Town of Dolores has historically found it beneficial to the citizens and businesses in the Town of Dolores to contract with the Montezuma County Sheriff to provide law enforcement services within the corporate limits of the Town of Dolores and wishes to continue that contractual relationship.

WHEREAS the Town of Dolores has historically provided the County Sheriff with offices for a substation and has expected that deputies on duty will from time to time be required to answer calls for service outside the corporate boundaries of the Town; an arrangement which has been mutually beneficial to the office of the Montezuma County Sheriff.

WHEREAS the Town of Dolores approved an earlier version of the contract for law enforcement services at the August 14, 2023, meeting of the Board of Trustees which has been returned by Montezuma County with amendments in the form attached hereto as Exhibit A.

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

Section 1. The Board of Trustees of the Town of Dolores does hereby approve the contract for law enforcement services described in Exhibit A, attached hereto, and commits the funds from the Town's General Fund for these services in the 2024 fiscal year.

Section 2. The Town Manager and Mayor are authorized to execute the Contract attached hereto on behalf of the Town of Dolores.

Section 3. Resolution R549 adopted August 14, 2023 is hereby repealed and replaced in its entirety by this resolution.

Passed, adopted, and approved November 17, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

TOWN OF DOLORES
RESOLUTION # - SERIES J.021 7.c>♦

RESOLUTION APPROVING CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY SHERIFF'S OFFICE AND THE TOWN OF DOLORES

WHEREAS, The Town of Dolores is a statutory town with the authority to enter into contracts generally and with a county sheriff's office in particular to provide law enforcement services for the Town pursuant to CRS Section 30-11-410.

WHEREAS CRS Section 31-4-304 and 306 permits a statutory town to employ a Town Marshal for law enforcement services, but does not require the Town to do so.

WHEREAS Colorado law grants the County Sheriff authority to enforce the laws of the state of Colorado throughout the county, having concurrent jurisdiction in those municipalities with their own law enforcement officers and a duty to provide law enforcement services in municipalities that lack a town marshal or police force.

WHEREAS the Town of Dolores has historically found it beneficial to the citizens and businesses in the Town of Dolores to contract with the Montezuma County Sheriff to provide law enforcement services within the corporate limits of the Town of Dolores and wishes to continue that contractual relationship.

WHEREAS the Town of Dolores has historically provided the County Sheriff with offices for a substation.

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

Section 1. The Board of Trustees of the Town of Dolores does hereby approve the contract for law enforcement services described in Exhibit A, attached hereto and commits the funds from the Town's General Fund for these services in the 2024 fiscal year.

Section 2. The Town Manager and Mayor are authorized to execute the Contract attached hereto on behalf of the Town of Dolores.

M 81 "e,k)-s "'1

Passed, adopted and approved A-H&L.....I.St. 1. 4. 202-3-:

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor

Attest: _____ Town Clerk

4

2024 CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY SHERIFF'S OFFICE AND THE TOWN OF DOLORES

Att. & fl. ... 2-S A ... A-P

THIS CONTRACT, made and entered into ~~es-lel;~~er, ~~er,~~ ~~er,~~ ~~er,~~ 20 effective ~~2024-11-1~~, 2024 by and between the Montezuma County Board of County Commissioners, and the Montezuma County Sheriff's Office, hereinafter referred to as "County", and the Town of Dolores Board of Trustees, hereinafter referred to as "Town."

WHEREAS, the Town wishes to enter into a Contract with the County for the provision of law enforcement services by the County within the Town of Dolores; and,

WHEREAS, the County agrees to provide law enforcement services according to the terms and conditions set forth below; and,

WHEREAS, the Colorado Constitution and Statutes of the State of Colorado authorizes political subdivisions to contract with each other to provide services; and,

WHEREAS, Colorado Revised Statutes §29-1-203 permits governments to enter into cooperative agreements for the provision of services; and Colorado Revised Statutes §30-11-410 permits the governing body of a municipality and a county to contract for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality.

Therefore the Town of Dolores Board of Trustees and the Montezuma County Board of County Commissioners, Montezuma County Sheriff's Office in consideration of the mutual covenants, promises and conditions set forth below agree as follows:

COUNTY

1. Montezuma County, agrees to provide law enforcement services within the Town limits of Dolores.
 - (a) Sheriff shall provide law enforcement services only of the type coming within the jurisdiction of the Montezuma County Sheriff pursuant to Colorado Statutes and Town of Dolores ordinances.
 - (b) The standard level of service provided by the County shall be the same basic level of service which is provided by the Sheriff for the unincorporated areas in Montezuma County subject to the good faith discretion of the Montezuma County Sheriff's Office in consideration of emergency or unexpected law enforcement needs elsewhere in Montezuma County. County will provide as part of this Contract an average of eighty (80) hours per week of directly committed patrol service within the Town.

2. The County agrees to provide certain personnel as follows:

81 One (1) or more administrative staff who shall be responsible for the supervision and operation of the law enforcement services provided.

91 Deputy Sheriff's Officers sufficient to provide the law enforcement services under this Contract, to include any additional deputies for part-time summer duty, may be provided for special events or daily operations at a cost of \$65 hour.

St The specific law enforcement services provided to Town by the County may include the following:

- (1) General enforcement of the Traffic Laws contained in the Colorado Model Traffic Code as adopted by the Town; and,
- (2) Investigation of traffic accidents, pursuant to the Model Traffic Code and Colorado Statutes; and,
- (3) Maintenance of a law enforcement records system sufficient to enable provision of law enforcement services under the terms of this contract; and
- (4) Collection and proper storage of all evidence related to law enforcement services provided according to this contract; and,
- (5) Other services upon request that are within the capabilities and cost limitations of this contract; and,
- (6) Enforcement of Town ordinances; and,
- (7) Liquor License and Marijuana License background checks for new and renewal license applications as requested by the Town.
- (8) Community Policing programs, efforts and initiatives.

a) The rendition of services, in the terms of the standard of performance, the discipline of Deputies, and other matters incidental to the performance of such services and control of personnel so employed, shall at all times be and exclusively remain, vested in the Montezuma County Sheriff and not in the Town. Deputies assigned by the Sheriff will be both permanently assigned or with other Deputies on a rotating basis. Deputies assigned to the Town shall be, in terms of overall duties as Sheriff Deputies, also providing service in unincorporated areas of the County surrounding the Town of Dolores and may be required to patrol or respond to calls for service or emergencies within a reasonable distance outside of the Town limits. All emergency calls in and to the Town of Dolores will be given the same priority as emergency calls in other areas of the County. The County agrees that all Deputies utilized to provide law enforcement services shall be certified in accordance with Part 6 of Article 32, Title 34, Colorado Revised Statutes, "Concerning Standards and Training for Certification of Peace Officers (POST CERTIFIED).

3. The Sheriff agrees to provide and supply all labor, supervision, and equipment necessary to maintain the level of service to render herein. The County of Montezuma, State of Colorado, through the Montezuma County Sheriff's Office, shall furnish the following supplies under the terms of the Contract for, tires, fuel and oil, telephone, printing, vehicle repair and maintenance and training for personnel.

4. The Sheriff agrees to provide a monthly written report to the Town detailing law enforcement service activities provided under this Contract. Said report should, at a minimum, detail number, and type of criminal complaints, hours of patrol service, hours of investigative service, number and type of traffic tickets issued, accident investigations. This report is due before the regularly scheduled Town Board meetings.

5. The Sheriff or his designated representative will appear before the Dolores Town Board each month, or when requested by the Board.

6. The Sheriff will at all times maintain an adequate policy of liability insurance. The County agrees to provide adequate insurance coverage, naming as an additional insured the Town of Dolores against the following type of claims:

(a) Pursuant to the Worker's Compensation Act, §8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to Worker's Compensation benefits from the Town of Dolores. The County further understands that it is solely obligated for the payment of Federal and State Income Tax on any moneys earned pursuant to this Law Enforcement IGA.

7. The County shall provide the necessary insurance coverage on all patrol vehicles used in the Town of Dolores for the provision of law enforcement services under this Contract.

TOWN

8. Town of Dolores, its officers, agents and employees will fully cooperate with County to facilitate the provision of law enforcement services according to this Contract.

9. The Town agrees to pay County for all the costs of booking and jail detention. In the event that the Dolores Municipal Judge incarcerates a defendant or an arrest is made by Deputies for Town Municipal Ordinance violations for jail the Town agrees to pay the standard rate as approved by the Board of County Commissioners, for jail sentences or holding of Municipal Court defendants awaiting arraignment after arrest.

10. The Town agrees that all prosecution of Municipal offenses in the Dolores Municipal Court shall be done by the Town of Dolores through either their general counsel or prosecutor.

44. The Town agrees to pay the County for the law enforcement services provided under the Contract the sum of \$250,000.00. The Town of Dolores hereby agrees to pay the Contract amount starting January 1, 2024 and will be billed in quarterly installments.

12. The Town agrees to exempt any horses or other animals utilized to provide law enforcement services from any current or future Municipal Ordinances of the Town that regulates, prohibits the use of, keeping or maintenance of horses or other animals within Town limits.

13. The Town of Dolores agrees to provide, furnish and maintain an adequate space for the Montezuma County Sheriff to conduct the activities associated with the provision of law enforcement services under this contract to include electricity, water, sewer, telephone and internet services, any County IT services directly related to the Dolores Station will be billed against the contracted amount as set forth above.

14. The Town of Dolores shall not be liable for the direct payment of any salaries, wages or other compensation any personnel performing services herein for said County and all persons employed in the performance of Sheriff services and functions as herein set forth, notwithstanding their commission as Town Law Enforcement Officers, shall be deemed to be Sheriff employees and no person employed for the herein described purposes shall have the benefit of any Town employee benefit, pension, civil service, Workers Compensation and Unemployment Compensation or other status or right.

15. For purposes of this Contract and in conformance with State Law, the Montezuma County Sheriff is hereby commissioned as the Dolores Town Marshall and all County Deputies provided law enforcement services in the Town of Dolores are hereby commissioned as Town Deputies.

16. The Contract shall be effective from January 1, 2024 to December 31, 2024.

17. If the Town and the County fail to approve this Contract on or before the 15th day of December in the year in which it is submitted, this Contract shall terminate on December 31 of that same year.

18. This Contract may be renewed for successive twelve (12) month periods upon the written agreement of all parties to the terms and conditions of the renewed Contract, including any revision of rates and charges. Otherwise, this Contract will automatically terminate by its own terms.

19. The Town shall have the right to terminate this Contract at any time provided the Town provides County with ninety (90) days written notice of its intention to terminate. The Sheriff shall have the right to cancel this Contract at any time provided the County provides the Town with ninety (90) days written notice of County's intent to terminate.

20. The Montezuma County Sheriff shall be the Contact person for the County related to services rendered. The Town Manager shall be the contact person for the Town.

TOWN OF DOLORES

By _____
Mayor Town of Dolores

Date _____

Attest:

Town Clerk

MONTEZUMA COUNTY SHERIFF'S OFFICE

By _____

Steven D. Nowlin, Sheriff
Montezuma County, Colorado

Date_____

BOARD OF MONTEZUMA COUNTY COMMISSIONERS

By _____
Chairman
Montezuma Board of County Commissioners

Date_____

Attest:

Kim Percell, Clerk
Clerk of the Board of Montezuma County Commissioners

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

March 20, 2024

To: Dolores Town Board

Subject: New Liquor License Premises Inspection and Review, Kelly's Kitchen, LLC.

Dear Dolores Town Board,

On March 8, 2024, a Colorado Restaurant Liquor License Application, was submitted to the Town of Dolores by applicant Kelly's Kitchen, LLC, DBA Kelly's Kitchen, owner/manager Kelly Gregory [REDACTED] indicating ownership of the business identified as Kelly's Kitchen, requesting a new liquor license at the business location of 315 Central Avenue, Dolores, Colorado. The applicant indicates that the business is 100% owned by Kelly Gregory [REDACTED].

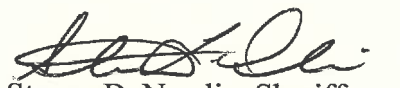
A search of the Colorado Secretary of State database revealed that the business registration for Kelly's Kitchen, Limited Liability Company, was formed or registered on 10-06-20, and in good standing.

A check for criminal history and/or current court actions in the State of Colorado and through the National Crime Information Center on applicant Kelly G. Gregory [REDACTED], revealed no pending criminal or traffic violation cases, and no criminal violations which would prohibit the issuance of the licenses.

I conducted an inspection of the proposed license premises to ensure compliance of the liquor code provisions for a retail Colorado Restaurant Liquor License, and observed that the submitted floor plans for the requested premises and permitted areas are accurate. This floor plan for the permitted alcohol consumption area will also include two outdoor patio areas; one extends west from the west exterior wall of the building and the second is a future outdoor seating area on the northeast corner of the property enclosed by a chain link fence along the east property line and a storage building on the northside.

A neighborhood canvas was conducted with the residences surrounding the business location of 315 Central Avenue, and no one was in opposition to the listed business being issued a liquor license.

Respectfully,


Steven D. Nowlin, Sheriff
Montezuma County, Colorado

Colorado Liquor Retail License Application

11.1

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
 Kelly's Kitchen, LLC 85-3427229

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 Kelly's Kitchen 94598580 970-394-5190

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 315 Central Ave Unit B

City County State ZIP Code
 Dolores Montezuma CO 81323

4. Mailing Address (Number and Street) City or Town State ZIP Code
 PO Box 717 Dolores CO 81323

5. Email Address
 kellygregory@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) n/a	Present State License Number n/a	Present Class of License n/a	Present Expiration Date n/a
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
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<input checked="" type="checkbox"/> Application Fee for New License \$1100 \$4,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00 <input type="checkbox"/> Application Fee for Transfer \$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00
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Section B Liquor License Fees* <input type="checkbox"/> Add Optional Premises to H & R..... \$100.00 X Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City)..... \$351.25 <input type="checkbox"/> Beer and Wine License (County)..... \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County)..... \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State)..... \$500.00 <input type="checkbox"/> Club License (City)..... \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City)..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City)..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)..... \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)..... \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	<input type="checkbox"/> Manager Registration - H & R..... \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment..... \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00 <input type="checkbox"/> Optional Premises License (City)..... \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City)..... \$500.00 <input type="checkbox"/> Racetrack License (County)..... \$500.00 <input type="checkbox"/> Resort Complex License (City)..... \$500.00 <input type="checkbox"/> Resort Complex License (County)..... \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)..... \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State)..... \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)..... \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)..... \$312.50 <input type="checkbox"/> Retail Liquor Store (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store (County)..... \$312.50 <input type="checkbox"/> Tavern License (City)..... \$500.00 <input type="checkbox"/> Tavern License (County)..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County)..... \$750.00
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* Note that the Division will not accept cash

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
		or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____		
n/a	11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/> <input type="checkbox"/>		
n/a	12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/> <input type="checkbox"/>		
n/a	13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	<input type="checkbox"/> <input type="checkbox"/>		
	13 b. Are you a Colorado resident?	<input checked="" type="checkbox"/> <input type="checkbox"/>		
	14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/> <input checked="" type="checkbox"/>		
	15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____	<input checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
Tiny Donkey LLC	Kelly Gregory DBA Kelly's Kitchen	July 30, 2027		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
n/a				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
n/a				
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
		Number of additional Optional Premise areas requested. (See license fee chart) <input type="text" value="0"/>		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
n/a	a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.			<input type="checkbox"/> <input type="checkbox"/>

Name <i>Kelly's Kitchen LLC</i>	Type of License <i>New license Restaurant</i>	Account Number
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20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No

n/a a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?

c. How long has the club been incorporated?

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

n/a a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

22. Campus Liquor Complex applicants answer the following:

n/a a. Is the applicant an institution of higher education?

b. Is the applicant a person who contracts with the institution of higher education to provide food services?
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application
- DR 8000 and fingerprints.

Last Name of Manager <i>Gregory</i>	First Name of Manager <i>Kelly</i>
--	---------------------------------------

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following:

n/a a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax information. Yes No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
<i>Kelly Gregory</i>	<i>111 N. 8th St. Dolores, CO</i>	<i>10-19-1971</i>	<i>Owner</i>	<i>100</i>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

4

Name	Type of License	Account Number
------	-----------------	----------------

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Kelly G. Gregory Owner	Date 3/8/24
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
---	--

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

- | | | |
|--|--------------------------|--------------------------|
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? | Yes | No |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? | Yes | No |
| | <input type="checkbox"/> | <input type="checkbox"/> |
- NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.
- Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
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Signature	Print	Title	Date
Signature	Print	Title	Date


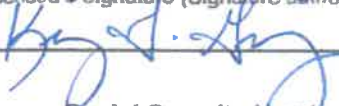
Tax Check Authorization, Waiver, and Request to Release Information

I, Kelly G. Gregory am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Kelly's Kitchen LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

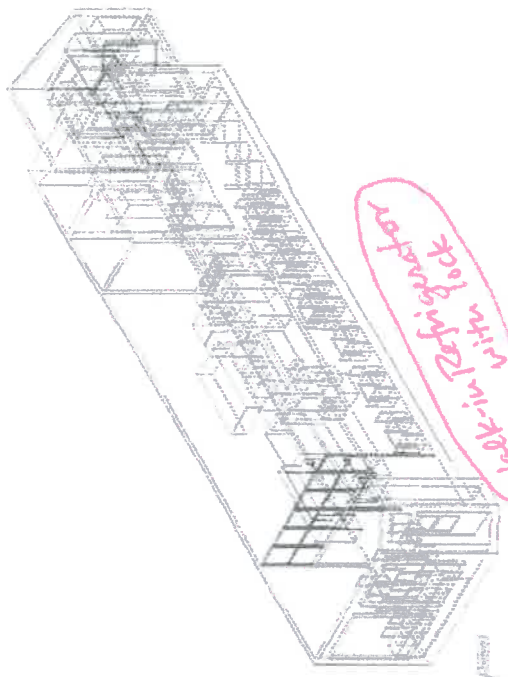
By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Kelly's Kitchen LLC (Kelly G. Gregory)</u>		Social Security Number/Tax Identification Number <u>85-3427229 (523-65-0087)</u>	
Address <u>315 Central Ave Unit B PO Box 717</u>			
City <u>Dolores</u>		State <u>CO</u>	Zip <u>81323</u>
Home Phone Number 		Business/Work Phone Number <u>970-394-5190</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Kelly G. Gregory</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>05-01-23</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

see patio details on next page



Walk-in Refrigerator

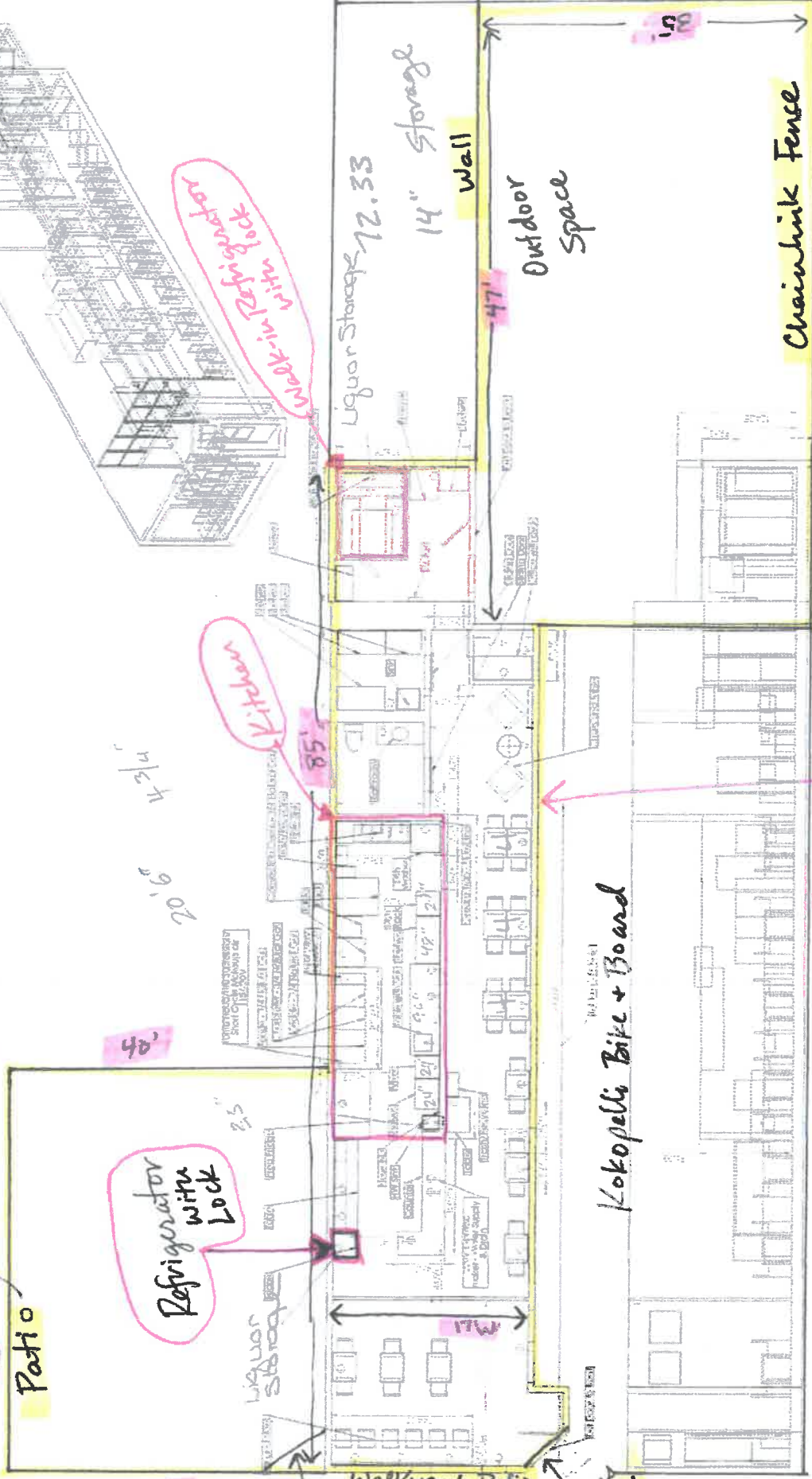
Liquor Storage 12.33
14" Storage Wall

Outdoor Space

Chainlink Fence

Kitchen

Licensed Perimeter in yellow highlighted area



Patio

Refrigerator with Lock

Liquor Storage

Kokopelli Bike + Board

Patio Entrance/Exit

Business Entrance/Exit

Walkway to Patio

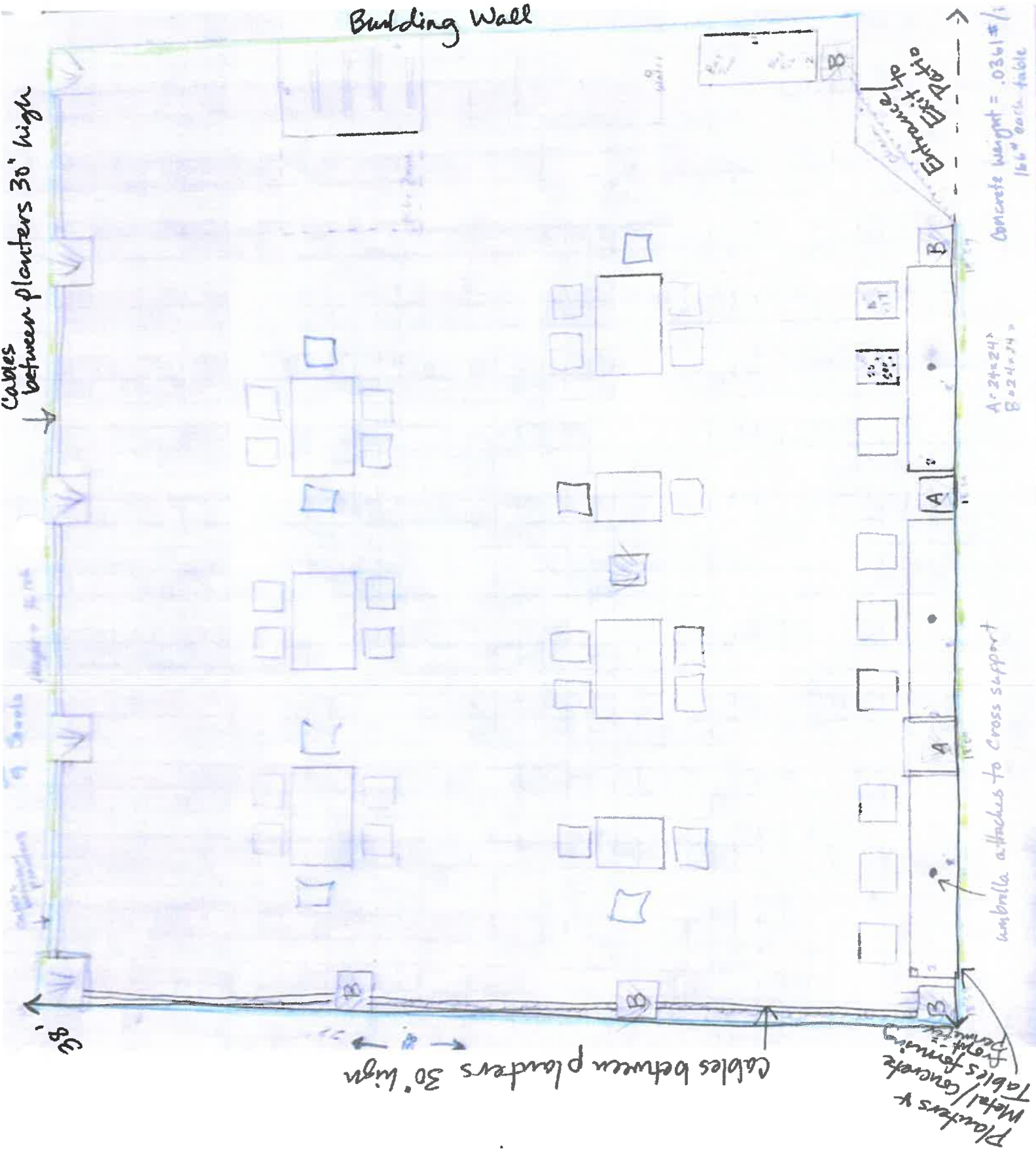
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PATIO

2



Cables between planters 30' high

Cables between planters 30' high

Concrete weight = .0361 #/in³
16.6 # each table

A: 24x24
B: 24x24

umbrella attaches to cross support

Planters & Tables forming
Metal/Concrete



KOKOPELLI BIKE & BOARD

315 Central Ave Dolores CO 81323

(970) 565-4408

December 22nd 2023

Re: Letter of Support, Kelly's Kitchen

As owners of the building 315 Central Ave Dolores CO 81323 which is leased by Kelly Gregory, operating as Kelly's Kitchen, we approve the use and procurement of an alcohol license. The legal consumption of alcohol and sales as outlined in an issued license agreement is permitted on our property per the obtained license. Kelly will be responsible for all legal matters pertaining to alcohol sales and assumes the responsibilities of these sales per our lease agreement and the state and local laws.

If there are any additional questions please contact us, contact information below.

Thanks,

Scott Darling
Owner
Kokopelli Bike & Board
315 Central Ave Dolores, CO 81323
(970) 676-0060
scott@kokopellibike.com

Pete Eschallier
Owner
Kokopelli Bike & Board
130 W Main Cortez, CO 81321
(970) 565-4408
pete@kokopellibike.com

THIS LEASE AGREEMENT made and entered into this 15 day of July, by and between Tiny Donkey, LLC. hereinafter referred to as "Landlord"), and Kelly Gregory DBA Kelly's Kitchen (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee simple owner of certain real property located in Dolores, Colorado such real property having a street address of 315 Central Avenue, Dolores Colorado 81323 (hereafter described as the "Building") .

WHEREAS, Landlord is desirous of leasing a portion of premises representing approximately 46.5% of the existing structure found at above address (hereafter described as "Premises" or "Leased Premises" below), and Tenant is desirous of leasing said premises from Landlord, on the terms and conditions stated below;

THEREFORE, IN CONSIDERATION OF THE COVENANTS AND OBLIGATIONS contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERM OF LEASE

SECTION 1: TERM. The term of this Lease is five years commencing on July 1st , 2022 and ending at 12 o'clock midnight on June 30th, 2027.

RENT

SECTION 1: RENT. On the first day of each calendar month during the Lease Term, Tenant will pay to Landlord the Rent in lawful money of the United States, in advance and without prior notice or demand. The monthly rent due is \$1750.00. The first month's rent under this Lease will be pro-rated with a rental start date of July 15, 2022.

Rent is payable at Landlord's Address of 130 W. Main Street, Cortez CO 81321, or at such other place or to such other person as Landlord may designate in writing from time to time. Payments of Rent for any partial calendar month will be prorated.

SECTION 2: SECURITY DEPOSIT. Upon the execution of this Lease, Tenant will deposit with Landlord the Security Deposit of \$1750.00. Landlord may, at its option, apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant, cure any other defaults of Tenant, or compensate Landlord for any loss or damage which Landlord may suffer due to Tenant's default. If Landlord uses any part of the Security Deposit, Tenant will restore the Security Deposit to its full amount within ten (10) days after Landlord's request. No interest will be paid on the Security Deposit, no trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit, and the Security Deposit may be commingled with other funds of Landlord. Upon expiration or termination of this Lease not resulting from Tenant's default and after Tenant has vacated the Premises in the manner required by this Lease, Landlord will pay to Tenant any balance of the Security Deposit not applied pursuant to this Section.

SECTION 3: INTEREST. Any Rent or other amount due to Landlord, if not paid when due, will bear interest from the date due until paid at the rate of fifteen (15%) percent per year, but not to exceed the highest rate legally permitted.

SECTION 4: LATE CHARGES. If any installment of Rent or any other sums due from Tenant is not received by Landlord within five (5) days following the due date, Tenant will pay to Landlord a late charge equal to five (5%) percent of such overdue amount.

SECTION 5: RIGHT OF FIRST REFUSAL

(a) **Notice Requirements.** During the term of the Agreement, before Landlord may sell the Building or lease the portion of the Building not leased by Tenant to a third party, Landlord shall first offer the Building or the portion of the Building not leased by Tenant to Tenant following the procedures set forth in this Section. Tenant shall have thirty (30) days following the date Landlord first presents Tenant such offer to decide whether to try to negotiate an agreement for the purchase of the Building or the lease of the portion of the Building not leased by Tenant from Landlord. If Tenant desires to try to negotiate such an agreement, Tenant shall, within said 30-day period, deliver to Landlord written notice thereof. Promptly after receipt of such notice, the parties shall commence good faith negotiations exclusively with each other for a period not to exceed 30 days after the date Lessee gives the requisite notice to Lessor.

(b) **Negotiations.** If Landlord does not receive said notice within said 30-day period, or if Landlord receives said notice within said period but Landlord and Tenant do not enter into a legally binding, written agreement for the sale of the Building or lease of the portion of the Building not leased by Tenant within said 30-day period, Lessor shall be free to enter into an agreement with a third party.

(c) Ninety (90) days prior to expiration of the Lease Term, for period not to exceed thirty (30) days, Landlord and Tenant will participate in good faith negotiations exclusively with each other regarding the terms of a new lease. If Landlord and Tenant do not enter into a legally binding written agreement for a new lease within said 30-day period, Lessor shall be free to enter into an agreement with a third party.

PROPERTY TAXES

SECTION 1: REAL PROPERTY TAXES. Landlord will pay all Real Property Taxes allocable to the Occupancy Period.

UTILITIES

SECTION 1: UTILITIES. To the extent possible, Tenant will arrange for and acquire its own meters and suppliers for all utilities. Tenant will promptly pay, directly to the appropriate supplier, the cost of natural gas, heating, cooling, energy, electric, light, power, telephone, and other utilities and services supplied to the Leased Premises, together with any related installation or connection charges or deposits (collectively, "Utility Costs") incurred during the Occupancy Period. If any services or utilities are jointly metered with other premises, Landlord will make a reasonable determination of Tenant's proportionate share of such Utility Costs and Tenant will pay such share to Landlord. Landlord and Tenant will evenly split costs of water, sewage, and refuse disposal.

INSURANCE

SECTION 1: TENANT'S INSURANCE. Tenant, at its expense, will maintain the following insurance coverages during the Occupancy Period:

(a) **Liability Insurance.** Commercial general liability insurance insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Leased Premises, including contractual liability. Such insurance will name Landlord, any mortgagee, and such other parties as Landlord may designate, as additional insureds. The initial amount of such insurance will be One Million Dollars (\$1,000,000) per occurrence and will be subject to periodic increases reasonably specified by Landlord based upon inflation, increased liability awards, recommendations of Landlord's professional insurance advisers, and other relevant factors.

(b) **Worker's Compensation Insurance.** Worker's Compensation Insurance in the statutory amount (and Employers' Liability Insurance) covering all employees of Tenant employed or performing services at the Leased Premises, in order to provide the statutory benefits required by the laws of the state in which the Leased Premises are located.

(c) **Personal Property Insurance.** Personal Property Insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Leased Premises providing protection against events protected under "All Risk Coverage," as well as against vandalism, and criminal mischief. Any proceeds from the Personal Property Insurance will be used for the repair or replacement of the property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein. If the Premises are not repaired or restored in accordance with this Lease, Landlord will receive any proceeds from the personal property insurance allocable to Tenant's leasehold improvements.

SECTION 2: GENERAL INSURANCE PROVISIONS.

(a) Any insurance which Tenant is required to maintain under this Lease will include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(b) Proof of insurance coverage in accordance with this Lease requirement shall be furnished to Landlord within 14 days of Landlord's request.

(c) Without limiting the provisions of Section 3 hereafter, Landlord and Tenant, on behalf of themselves and their insurers, each hereby waives any and all rights of recovery against the other, for loss of or damage to its property or the property of others under its control, to the extent that such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage, or required to be carried under this Lease. All property insurance carried by either party will contain a waiver of subrogation against the other party to the extent such right was waived by the insured party prior to the occurrence of loss or injury.

SECTION 3: INDEMNITY. Tenant shall hold Landlord and its Representatives (collectively, the "Indemnitees") harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney's fees, for damage to any property or injury to or death of any person arising from (a) the use or occupancy of the Premises by Tenant or persons claiming under Tenant, except such as is caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors, (b) the negligence or willful misconduct of Tenant in, upon or about the Premises, or (c) any breach or default by Tenant under this Lease.

USE OF LEASED PREMISES

SECTION 1: MANNER OF USE. Tenant will exclusively use the Leased Premises for a food service business.

SECTION 2: ENVIRONMENTAL REQUIREMENTS.

(a) **Definition of "Hazardous Material."** "Hazardous Material" means any flammable items, explosives, radioactive materials, oil, hazardous or toxic substances, material or waste or related materials and including any different products and materials which are found to have adverse effects on the environment or the health and safety of persons; provided, however, "Hazardous Material" does not include any de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements.

(b) **Tenant's Obligations.** Tenant will not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Leased Premises by Tenant, its agents, employees, contractors, sublessees or invitees. If deemed necessary by Landlord, Tenant will install and maintain grease trap and assume liability for cleanup should Tenant fail to adequately maintain grease trap.

(c) **Landlord's Rights.** Landlord will have the right, but not the obligation, without in any way limiting Landlord's other rights and remedies under this Lease, to enter upon the Leased Premises, or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any Hazardous Material or contamination by Hazardous Material at Tenant's expense and liability. Tenant's liability and obligation to pay expenses under this Section shall be limited to situations when the presence of such Hazardous Material or contamination by Hazardous Material is due to an act or omission of Tenant or its employees, agents, contractors or invitees.

SECTION 3: LANDLORD'S ACCESS. Landlord or its agents may enter the Leased Premises, upon twenty-four (24) hours' notice to Tenant (except in the case of an emergency), to show the Premises to potential buyers, investors or tenants or other parties, for routine property inspections and maintenance or for any other purpose Landlord deems reasonably necessary. During the last two (2) months of the Lease Term, Landlord may place customary "For Lease" signs on the Premises.

SECTION 4: OUTSIDE AREAS.

(a) **Outside Areas.** "Outside Areas" means all areas within the Premises which are outside of the Building envelope, including, but not limited to, patios, parking areas, driveways, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may change the size, location, nature, and use of any of the Outside Areas, convert Outside Areas into leasable areas, construct additional parking facilities in the Outside Areas, and increase or decrease Outside Area land or facilities so long as Tenant's use of the Premises is not materially affected.

(b) **Use of Outside Areas.** Landlord and Tenant agree to negotiate Tenant's access and use of these Outside Areas, specifically, the back patio once these areas have been renovated and are ready for occupancy.

CONDITION AND MAINTENANCE OF LEASED PREMISES

SECTION 1: EXISTING CONDITIONS. Tenant hereby accepts the Premises in their present condition, "AS IS", "WHERE IS", and "WITH ALL FAULTS", subject to all Legal Requirements. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of Landlord or any broker with respect thereto. The Building and the Outside Areas shall be maintained in at least the condition which exists upon the execution of this Lease.

SECTION 2: LANDLORD'S OBLIGATIONS. Landlord agrees to maintain, at its sole cost and expense, the structure of the Building and Leased Premises. Tenant shall pay for all repairs, including structural repairs, necessitated by negligent or willful acts of Tenant, its patrons, invitees, employees, or agents. Landlord agrees to provide the following improvements to assist in making the Leased Premises suitable for Tenant's intended use: outlets (per normal usage of retail space — 200-amp service); labor for installation of kitchen dividing wall, hot water heater, coffee bar counter top, backsplash tile in kitchen, office room, bar feature, kitchen floor.

SECTION 3: TENANT'S OBLIGATIONS. Tenant will keep all portions of the Leased Premises in good order, condition, and repair. At Tenant's request, Landlord may elect to perform Tenant's maintenance and repair obligations hereunder and Tenant will reimburse Landlord for all costs incurred in doing so promptly upon receipt of an invoice from Landlord. Tenant agrees to provide materials for all kitchen specific improvements including, but not limited to: lighting and electrical fixtures/supplies, kitchen dividing wall, office room, bar feature, hot water heater, coffee bar counter top, backsplash tile in kitchen, and kitchen floor. Tenant is also responsible for the assembly and material costs of the walk-in refrigerator and fume hood.

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SECTION 4: ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

(a) Tenant's Work. Tenant may not make any installations, signage, alterations, additions, or improvements or major repairs in or to the Leased Premises without obtaining Landlord's prior consent. Tenant may not attach or affix anything to the Premises' plaster walls without prior consent. Tenant and its agents will perform all work in a good and workmanlike manner employing materials of good quality and in conformity with all applicable Legal/Zoning Requirements and Insurance requirements.

(b) No Liens. Tenant will pay when due all claims for labor and material furnished to the Premises and keep the Premises at all times free from liens for labor and materials.

(c) Work by Landlord. Tenant hereby acknowledges and agrees that Landlord shall have the right to renovate the Building and/or expand same and/or alter the Outside Areas during the Lease Term.

SECTION 5: CONDITION UPON TERMINATION. Upon the expiration or termination of the Lease Term, Tenant will surrender the Leased Premises to Landlord clean and in the condition which Tenant is required to maintain the Premises under this Lease. Tenant will not be obligated to repair any damage which Landlord is required to repair hereunder. Landlord may require Tenant, at its expense, to remove any alterations, additions or improvements prior to the expiration of the Lease and to restore the Premises to their prior condition. With respect to any alterations, additions or improvements which require Landlord's approval, Landlord will specify if Tenant will be required to remove the same at the time of such approval. Tenant may remove machinery or equipment which can be removed without damage to the Premises so long as Tenant repairs any damage caused by such removal.

SECTION 6: EXEMPTION OF LANDLORD FROM LIABILITY. Landlord will not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person or about the Premises, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Premises, or from other sources or places; or (d) any curtailment or interruption in utility services. Tenant will give Landlord prompt notice upon the occurrence of any accident or casualty at the Premises. The provisions of this Section will not exempt Landlord from liability for its negligence or willful misconduct; provided, however, Landlord will not be liable for any consequential damages.

CASUALTY AND CONDEMNATION

SECTION 1: DAMAGE TO LEASED PREMISES.

(a) If the Leased Premises are destroyed or rendered untenantable, either wholly or in part, by fire or other casualty ("Casualty"), Tenant will immediately notify Landlord in writing upon the occurrence of such Casualty. Landlord may elect either to (i) repair the damage caused by such casualty as soon as reasonably possible, in which case this Lease will remain in full force and effect, or (ii) terminate the Lease Term as of the date the Casualty occurred. Landlord will notify Tenant within sixty (60) days after receipt of notice of the Casualty whether Landlord elects to repair the damage or terminate the Lease Term. If Landlord elects to repair the damage and the damage was due to an act or omission of Tenant or its employees, agents, contractors or invitees, Tenant will pay Landlord the portion of the deductible amount (which deductible shall not exceed \$25,000) under Landlord's insurance allocable to the damage to the Premises and the difference between the actual cost of repair and any insurance proceeds received by Landlord.

(b) If (i) based on the estimate of Landlord's architect or contractor, it will take Landlord more than nine (9) months to rebuild the Premises or (ii) the Casualty occurs during the last six (6) months of the Lease Term and the damage is estimated by Landlord to require more than thirty (30) days to repair, Tenant may elect to terminate the Lease Term as of the date the Casualty occurred, which must be exercised by written notification to Landlord within ten (10) days after receipt of notice regarding the estimate of the time required to rebuild.

(c) If the Premises is destroyed or damaged by Casualty and Landlord elects to repair or restore the Premises, any Rent payable during the period of such damage, repair and/or restoration will be reduced according to the degree, if any, to which Tenant's use of the Premises is impaired.

(d) The provisions of this Section will govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Premises. Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the damage or destruction of the leased property.

ASSIGNMENT AND SUBLETTING

SECTION 1: LANDLORD'S CONSENT REQUIRED. Tenant will not assign or transfer this Lease or sublease the Premises or any part thereof or interest therein, or mortgage, pledge its leasehold interest, without Landlord's prior written consent, which consent may be withheld in Landlord's reasonable discretion. A transfer of a controlling interest in Tenant will be deemed an assignment of this Lease. Any attempted transfer without consent will be void and constitute an Event of Default under this Lease (as defined below)

DEFAULTS AND REMEDIES

SECTION 1: COVENANTS AND CONDITIONS. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance by Tenant of all covenants and conditions.

SECTION 2: DEFAULTS. Each of the following constitutes an "Event of Default" under this Lease:

- (a) Tenant fails to pay Rent or any other sum payable under this Lease within 5 days after it is due.
- (b) Tenant fails to perform any of Tenant's other obligations under this Lease and such failure continues for a period of 30 days after notice from Landlord; provided that if more than 30 days are reasonably required to complete such performance, Tenant will not be in default if Tenant commences such performance within the 30 day period and thereafter diligently pursues its completion;
- (c) Tenant abandons the Premises; or
- (d) Tenant (or Guarantor) becomes insolvent or bankrupt, has a receiver or trustee appointed for any part of its property, makes an assignment for the benefit of its creditors, or any proceeding is commenced either by Tenant or against it under any bankruptcy or insolvency laws, which proceeding is not dismissed within sixty (60) days.

SECTION 3: REMEDIES. On the occurrence of an Event of Default, Landlord shall give Tenant written notice, by certified mail of such default whereafter Tenant shall have fourteen (14) days from the date of mailing such notice to correct said default and if such default remains uncured after fourteen (14) day period, Landlord shall have the right to terminate lease.

At any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have, Landlord shall have the immediate right to re-enter the leased premises and may remove all persons and property from said premises and no such re-entry shall be considered or construed to be forcible entry upon such property. Absent future written agreement between the parties, the fume hood, and water heater shall be deemed forfeited and thereafter property of the Landlord.

Landlord may, without terminating this Lease, retake possession of the premises and the rent the same for such rental payments and upon such conditions as Landlord may deem best, making such repairs and alterations to the premises may be required, giving credit for the amount of rental payments so received, less expenses incurred, to Tenant and Tenant shall be liable for the balance of the rental payments herein specified until the expiration of the term of this Lease. Landlord shall have the right to annually accelerate and collect from Tenant the entire amount of rent payable for up to one year of the unexpired portion of Tenant's Lease Term (subject to Landlord's obligation to credit Tenant with any net rental proceeds actually received from substitute tenant).

SECTION 4: DAMAGES. On any termination, Landlord's damages will include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with any bankruptcy court or other court proceeding with respect to the Lease, the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant, or the pursuing of any action with respect to Landlord's right to possession of the Premises. All such damages suffered (apart from Rent payable hereunder) will constitute pecuniary damages which will be paid to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceedings.

SECTION 5: CUMULATIVE REMEDIES. Except as otherwise expressly provided herein, any and all rights and remedies which Landlord may have under this Lease and at law and equity are cumulative and will not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

PROTECTION OF LENDERS

SECTION 1: SUBORDINATION. This Lease shall be automatically subordinated to any Mortgage encumbering the Premises. Landlord shall provide to Tenant an instrument in commercially reasonable form providing that the ground lessor, mortgagor or beneficiary of such Mortgage agrees that in the event of the foreclosure or termination of such Mortgage, this Lease and the rights of Tenant hereunder will continue in full force and effect so long as Tenant continues to comply with all its obligations hereunder. "Mortgage" includes any mortgage, deed of trust or ground lease, together with any amendments, additional advances, restatements, modifications or consolidations of such

instrument. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its Mortgage and gives written notice thereof to Tenant, this Lease will be deemed prior to such Mortgage whether this Lease is dated prior or subsequent to the date of said Mortgage or the date of recording thereof.

SECTION 2: ATTORNMENT. If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary, mortgagee, or purchaser at a foreclosure sale, Tenant will attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as successor Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

MISCELLANEOUS PROVISIONS

SECTION 1: COVENANT OF QUIET ENJOYMENT. Tenant on paying the Rent and performing its obligations hereunder will peacefully and quietly have, hold and enjoy the Leased Premises throughout the Lease Term without any manner of hindrance from Landlord, subject however to all the terms and provisions hereof.

SECTION 2: LANDLORD'S LIABILITY AND INDEMNITY. The obligations of this Lease run with the land, and this Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Premises will be liable under this Lease except for breaches of Landlord's obligations occurring while it is owner of the Premises. The obligations of Landlord will be binding upon the assets of Landlord which comprise the Premises but not upon other assets of Landlord. No individual Representative will be personally liable under this Lease or any other instrument, transaction or undertaking contemplated hereby.

To the fullest extent permitted by law, Landlord will indemnify and hold harmless Tenant from any liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments arising from any act of negligence of Landlord, except to the extent arising out of Tenant's negligence or willful misconduct or breach of this Lease. This indemnity does not cover claims arising from the presence or release of Hazardous Materials.

SECTION 3: NOTICE TO LANDLORD. Tenant will give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any Mortgage encumbering the Premises whose name and address have been furnished to Tenant. Landlord will not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within 30 days after receipt of Tenant's notice or such longer period as may be required to diligently complete such matter. If Landlord cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations will be extended by a period of time equal to the duration of such events. Events beyond Landlord's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty or weather conditions, shortages of labor or material, and Legal Requirements.

SECTION 4: HOLDING OVER. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, (i) Tenant will indemnify Landlord against all damages, costs, liabilities, and expenses, including attorneys' fees, which Landlord incurs on account of Tenant's failure to vacate and (ii) the Rent will increase to Two Hundred Percent (200%) of the Rent then in effect and Tenant's obligation to pay Additional Rent will continue. Any holdover by Tenant does not constitute an extension of the Lease or recognition by Landlord of any right of Tenant to remain in the Premises.

SECTION 5: EXCLUSIVE USE. Landlord hereby grants to Tenant an exclusive use agreement for the operation of a commercial kitchen/ restaurant on the Property.

SECTION 6: LANDLORD'S CONSENT. Tenant will pay Landlord its reasonable fees and expenses incurred in connection with any act by Tenant which requires Landlord's consent or approval under this Lease.

SECTION 7: LANDLORD'S RIGHT TO CURE. If Tenant defaults in the performance of any obligation under this Lease, Landlord will have the right (but is not required) to perform such obligation and, if necessary, to enter upon the Premises. All costs incurred by Landlord (together with interest at the rate of 15% per year but not to exceed the highest legal rate) will be deemed to be Additional Rent under this Lease and will be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any of its other rights or releasing Tenant from any of its obligations under this Lease.

SECTION 8: INTERPRETATION. The captions of this Lease are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular. The masculine, feminine and neuter genders each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" includes Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's express or implied permission. This Lease does not, and nothing contained herein, will create a partnership or other joint venture between Landlord and Tenant. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable will not invalidate the remainder of such provision, which will remain in full force and effect.

SECTION 9: INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease is the only agreement between the parties pertaining to the lease of the Premises. All amendments to this Lease must be in writing and signed by all parties. Any other attempted amendment will be void.

SECTION 10: NOTICES. All notices, requests and other communications required or permitted under this Lease will be in writing and personally delivered or sent by a delivery service which maintains delivery records. Notices will be delivered to Tenant's Notice Address or to Landlord's Notice Address, as appropriate. All notices will be effective upon delivery (or refusal to accept delivery). Either party may change its notice address upon written notice to the other party.

SECTION 11: WAIVERS. All waivers will be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent is not a waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check will be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by to the conditions of such statement.

SECTION 12: MEMORANDUM OF LEASE. Tenant is specifically prohibited from recording this Lease, a memorandum of lease, or any other instrument referencing or describing this Lease.

SECTION 13: BINDING EFFECT; CHOICE OF LAW. This Lease will bind any party who legally acquires any rights or interest in this Lease from Landlord or Tenant, provided that Landlord will have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state of Colorado govern this Lease. The parties hereto waive trial by jury in any action, proceeding or counterclaim brought by any party(ies) against any other party(ies) on any matter arising out of or in any way connected with this Lease or the relationship of the parties hereunder.

SECTION 14: EXECUTION OF LEASE. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument. Landlord's delivery of this Lease to Tenant is not be deemed to be an offer to lease and will not be binding upon either party until executed and delivered by both parties.

SECTION 15: SURVIVAL. All representations and warranties of Landlord and Tenant, Tenant's indemnity under Insurance, Section 4, the provisions of Use of Premises, Section 2 and all obligations of Tenant to pay Additional Rent hereunder, shall survive the termination of this Lease.

SECTION 16: LEGAL COSTS. In any enforcement proceeding brought by either party with respect to this Lease, the non-prevailing party will pay to the prevailing party in such proceeding all costs, including reasonable attorneys' fees and court costs, incurred by such other party with respect to said proceeding and any appeals therefrom.

SECTION 20: RADON. Pursuant to state law, Tenant is hereby notified as follows: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings worldwide. Additional information regarding radon and radon testing may be obtained from your county health unit.

IN WITNESS WHEREOF, the parties have duly affixed their signatures.

LANDLORD:



Date: 7-15-22

TENANT:



Date: 7-15-22

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 15th day of December, 2023

BETWEEN:

J & D Collaborative LLC of 311 Central Ave, Dolores, CO 81323, USA

Telephone: (970) 570-5441

(the "Landlord")

OF THE FIRST PART

- AND -

Kelly's Kitchen, LLC of 315 Central Ave Unit B PO Box 717 Dolores CO 81323

Telephone: (970) 739-9115

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 311 Central Ave, Dolores, CO 81323, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are

- not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
 - e. "Premises" means the commercial premises at 311 Central Ave, Dolores, CO 81323, USA and comprises a Leasable Area of 2,940.00 square feet.
 - f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 311 Central Ave, Dolores, CO 81323, USA (the "Premises") and comprises a Leasable Area of 2,940.00 square feet. The Premises are more particularly described as follows: Southeast corner of property bordering 315 Central Ave. Rented parcel is 49' wide along the sidewalk on the south end of the

property extending 60' to North ending at the power pole.

4.

The Premises will be used for only the following permitted use: Outdoor patio for selling, serving, & consuming food and both alcoholic and non-alcoholic beverages. Outdoor patio area includes modular (moveable and non-permanent) planters, bike rack, bus station, order counter, bar seating, restaurant seating, umbrellas and wood or propane fire pit are permitted. Modular storage is also permitted. (the "Permitted Use").

5. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Outdoor patio for selling, serving, & consuming food and both alcoholic and non-alcoholic beverages. Outdoor patio area includes modular (moveable and non-permanent) planters, bike rack, bus station, order counter, bar seating, restaurant seating, umbrellas and wood or propane fire pit are permitted. Modular storage is also permitted.
6. A reasonable number of pets or animals are allowed in or about the Premises. If this privilege is abused, the Landlord may revoke this privilege upon thirty (30) days' notice.
7. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: Parking along Central Avenue on the street. (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

8. The term of the Lease commences at 12:00 noon on December 10, 2023 and ends at 12:00 noon on June 30, 2027 (the "Term").
9. Notwithstanding that the Term commences on December 10, 2023, the Tenant is entitled to possession of the Premises at 12:00 noon on June 1, 2023.
10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
11. Upon 90 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

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12. Upon 90 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 90 days notice.

Rent

13. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$184.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
14. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
15. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

16. The Tenant will carry on business under the name of Kelly's Kitchen, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
17. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Option to Purchase

- 19. Provided the Tenant is not currently in default in the performance of any term of this Lease, the Tenant will have the option to purchase (the "Option") the leased premises (the "Purchase Property") and/or other property and chattels at fair market value as determined by the average of three independent appraisals made within 15 days of exercising the Option (the "Purchase Price"). The Landlord and Tenant will each select their own appraiser. If this option has been exercised, the Parties to this Lease may enter into a separate agreement to purchase the Purchase Property. This agreement will incorporate all the key points provided in this option.
- 20. This Option may be exercised at any time after December 10, 2023 and prior to the end of the original term of this Lease. Upon expiration of the Option, the Landlord will be released from all obligations to sell the Purchase Property to the Tenant. If the Tenant does not exercise the Option prior to its expiration, all rents and other charges paid under this Lease will be retained by the Landlord, and neither party will have any further rights or claims against each other concerning the Option.
- 21. The Option will be exercised by mailing or delivering written notice to the Landlord prior to the expiration of this Option. Notice, if mailed will be by certified mail, postage prepaid, to the Landlord at the following address:

J & D Collaborative LLC, 311 Central Ave, Dolores, CO 81323, USA, (970) 570-5441

The written notice will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

- 22. The Tenant may not assign any rights under this Option separately from all of the Tenant's other rights under this Lease. No assignment may be made without the Landlord's prior written consent.
- 23. The Landlord warrants to the Tenant that the Landlord is the legal owner of the Purchase Property and has the legal right to sell the Purchase Property under the terms and conditions of this Lease.
- 24. If the Option is exercised, the following provisions will be applicable:
 - a. The Tenant will take title to the Purchase Property subject to any of the following exceptions (the "Permitted Exceptions"):
 - i. real estate taxes not yet due at the time of closing;
 - ii. covenants, conditions, zoning laws and ordinances, reservations, rights, public and private easements then on record, if any; and
 - iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Landlord upon the closing of this purchase.

- b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of 90 days from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Landlord.
- c. Rents, real estate taxes and other expenses of the Purchase Property will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Tenant.
- d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.
- e. No later than 30 days from the exercise of this Option, the Landlord will provide the Tenant the following documents (the "Seller Disclosure"):
 - i. a property condition disclosure, signed and dated by the Landlord;
 - ii. a commitment for the policy of title insurance; and
 - iii. written notice of any claims and/or conditions known to the Landlord relating to environmental problems or building or zoning code violations.
- f. The Tenant has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Purchase Property and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Tenant objects to any exceptions to the title, the Landlord will use all due diligence to remove such exceptions at the Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations under this Option may, at the election of the Tenant, terminate and end unless the Tenant elects to purchase the Purchase Property subject to such exceptions.
- g. Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

26. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

27. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

28. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use

such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

29. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Landlord Improvements

30. The Landlord will make the following improvements to the Premises:
- a. Town of Dolores will fix the man-hole cover at the southeast corner of the property before opening the patio to the public..

Tenant Improvements

31. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

32. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, water and sewer.

Insurance

- 33. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
- 34. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
- 35. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.
- 36. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
- 37. The Tenant will provide proof of such insurance to the Landlord upon request.

Abandonment

- 38. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

- 39. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State

of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

40. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

41. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
42. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
43. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
44. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
45. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

46. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

- 47. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- 48. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
- 49. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 50. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 51. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

- 52. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

- 53. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

- 54. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

- 55. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the

Landlord's rights in respect of any subsequent default or breach.

- 56. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 57. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- 58. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 59. Time is of the essence in this Lease.
- 60. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 18 day of December, 2023

[Handwritten Signature]
(Witness)

J & D Collaborative LLC (Landlord)
Per: [Handwritten Signature] (SEAL)

[Handwritten Signature]
(Witness)

Kelly's Kitchen, LLC (Tenant)
Per: [Handwritten Signature] (SEAL)

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Kelly's Kitchen, LLC</i>		Home Phone Number [REDACTED]	Cellular Number <i>970-739-9115</i>			
2. Your Full Name (last, first, middle) <i>Gregory, Kelly, Gina</i>		3. List any other names you have used <i>Kelly Gregory Finlay</i>				
4. Mailing address (if different from residence) <i>PO Box 717 Dolores, CO 81323</i>		Email Address <i>Kellygggregory@gmail.com</i>				
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)						
Street and Number		City, State, Zip		From	To	
Current <i>111 N. 8th St.</i>		<i>Dolores, CO 81323</i>		<i>05/2015</i>	<i>present</i>	
Previous <i>n/a</i>						
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)						
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held	From	To
<i>Kelly's Kitchen, LLC</i>		<i>315 Central Ave #B Dolores, CO 81323</i>		<i>Owner</i>	<i>06/2020</i>	<i>present</i>
<i>Mancos School District</i>		<i>355 W. Grand Ave Mancos, CO 81328</i>		<i>Teacher</i>	<i>08/2019</i>	<i>08/2020</i>
<i>Montezuma-Cortez School District</i>		<i>400 N. Elm St. POB R Cortez, CO 81321</i>		<i>Teacher</i>	<i>08/2017</i>	<i>08/2019</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.						
Name of Relative		Relationship to You		Position Held		Name of Licensee
<i>n/a</i>						
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [Redacted] b. Place of Birth Worland, WY d. U.S. Citizen Yes No

e. If Naturalized, state where n/a f. When n/a g. Name of District Court n/a

h. Naturalization Certificate Number n/a i. Date of Certification n/a j. If an Alien, Give Alien's Registration Card Number n/a k. Permanent Residence Card Number n/a

l. Height 5'2" m. Weight 135# n. Hair Color Blonde o. Eye Color Green p. Gender Female q. [Redacted]

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 147,000.00

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 147,000.00

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Equipment	HELOC	[Redacted]	[Redacted]
Equipment	HELOC	[Redacted]	[Redacted]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Equipment	yes	HELOC	D [Redacted]	[Redacted]
Equipment	yes	HELOC	D [Redacted]	[Redacted]

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Dolores State Bank	101 S. 6th St. Dolores, CO 81323	5	Residential	[Redacted]
Dolores State Bank	101 S. 6th St. Dolores, CO 81323	3	[Redacted]	[Redacted]
Dolores State Bank	101 S. 6th St. Dolores, CO 81323	2	[Redacted]	[Redacted]

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature: [Signature] Print Signature: Kelly G. Gregory Title: Owner Date: 3-8-24



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Kelly G. Gregory, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

A handwritten signature in black ink, appearing to read "Kelly G. Gregory", written over a horizontal line.

Date

3-8-24



Colorado Secretary of State
Date and Time: 10/06/2020 11:42 AM
ID Number: 20201869853
Document number: 20201869853
Amount Paid: \$50.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

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

1. The domestic entity name of the limited liability company is

Kelly's Kitchen LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address 111 North 8th Street
(Street number and name)
Dolores CO 81323
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address PO Box 717
(leave blank if same as street address) (Street number and name or Post Office Box information)
Dolores CO 81323
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name Gregory Kelly Gina
(if an individual) (Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 111 North 8th Street
(Street number and name)
Dolores CO 81323
(City) (State) (ZIP Code)

Mailing address PO Box 717
(leave blank if same as street address) (Street number and name or Post Office Box information)

Dolores (City) CO (State) 81323 (ZIP Code)

(The following statement is adopted by marking the box.)

[X] The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name (if an individual) Gregory (Last) Kelly (First) Gina (Middle) (Suffix)

(if an entity) (Caution: Do not provide both an individual and an entity name.)

Mailing address PO Box 717 (Street number and name or Post Office Box information)

Dolores (City) CO (State) 81323 (ZIP/Postal Code) United States (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

[] The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in (Mark the applicable box.)

[] one or more managers.

or

[X] the members.

6. (The following statement is adopted by marking the box.)

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

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

[] This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are (mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Gregory	Kelly	Gina	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 717			
<i>(Street number and name or Post Office Box information)</i>			
Dolores	CO	81323	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States .			
<i>(Province - if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

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,

Kelly's Kitchen LLC

is a

Limited Liability Company

formed or registered on 10/06/2020 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 20201869853 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/07/2024 that have been posted, and by documents delivered to this office electronically through 03/09/2024 @ 14:06:51 .

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 03/09/2024 @ 14:06:51 in accordance with applicable law. This certificate is assigned Confirmation Number 15828815 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

OPERATING AGREEMENT

OF

KELLY'S KITCHEN, LLC

THIS AGREEMENT of KELLY'S KITCHEN, LLC, hereinafter referred to as The Company, made this 12 day of October 2020, and Kelly Gina Gregory is referred to herein as Member.

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

ARTICLE I

The member agrees to carry on the business of The Company in accordance with the Articles of Organization, filed with the Colorado Secretary of State on October 6, 2020 in accordance with the Act above cited.

ARTICLE II

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

ARTICLE III

The Company shall commence on October 6, 2020 and shall continue until terminated as hereinafter provided or for a period not to exceed thirty years, whichever occurs first.

ARTICLE IV

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

ARTICLE V

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

- a. Kelly Gina Gregory 100%

An individual capital account shall be maintained for each member.

ARTICLE VI

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

- a. Kelly Gina Gregory 100%

Distributions of the net profits or net losses of The Company shall be made at least annually in the proportions specified in the first paragraph of this Article VI, unless the member determined that the reasonable needs of the business require that a given amount of earnings be retained by The Company, in which case such amount may be retained by The Company and transferred pro rata to the member's capital account.

ARTICLE VII

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

ARTICLE VIII

The member hereby agrees to retain Kelly Gina Gregory, hereinafter referred to as Manager, to provide and perform all of the management duties necessary for the smooth and successful operation of The Company. Manager shall perform the following duties and functions:

- a. Manager shall manage and operate the business of The Company.
- b. Manager shall maintain and keep a set of books, which can be used by The Company's accountant to perform and prepare all necessary accounting records.

ARTICLE IX

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

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

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

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

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

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

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

ARTICLE X

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

ARTICLE XI

The operations of The Company shall be directed by the manager and the manager shall hire and be responsible for obtaining necessary subcontractors to fulfill the obligations, contracts and duties of The Company. The manager is hereby directed and authorized to subcontract with general contractors, and they shall be authorized or empowered to hire employees for The Company.

ARTICLE XII

Checks shall be drawn on The Company bank account for company purposes only and must be signed by the manager. Promissory notes shall require the signature of the manager.

The member shall have the right to manage The Company assets in furtherance of The Company purposes as they deem prudent, except as provided in Paragraph 3 of this Article.

No member may, without consent of the other members:

- a. Borrow or lend money on behalf of The Company;
- b. Execute any mortgage, bond, or lease;
- c. Assign, transfer, or pledge any debts due, except upon payment in full;
- d. Compromise any claim due to The Company or, submit to the arbitration any dispute or controversy involving The Company;
- e. Sell, assign, pledge, or mortgage his or her interest in The Company;
- f. Admit a person as a member;
- g. Do any act that would make it impossible to carry on the ordinary business of The Company;

- h. Confess a judgment against The Company;
- i. Possess the Company property or assign rights in The Company property for other than The Company use; or
- j. Do any act in contravention of this Agreement.

ARTICLE XIII

The Company shall maintain a bank account or bank accounts in such bank or banks as the member may decide upon.

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

The member agrees that they will execute any further instrument and that they will perform any acts that are or may become necessary to effectuate and to carry on The Company.

IN WITNESS WHEREOF, the member has signed this Agreement.



Kelly Gina Gregory

**Town of Dolores
Resolution No R580
Series 2024**

**A RESOLUTION AWARDING A CONTRACT FOR ASBESTOS ABATEMENT TO
ENSOLUM LLC**

WHEREAS, the Board of Trustees intends to relocate Town Hall to a new location and demolish the exiting Town Hall building and has obtained grants and authorized expenditures for this purpose; and

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

WHEREAS, the Town solicited competitive proposals from qualified, reliable, insured, and insured contractors for oversight and regulatory compliance of asbestos abatement in connection with the demolition of the current Town Hall building; and,

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

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

Section 1. The Town Board of Trustees hereby awards the contract for services to Ensolum, LLC to provide third-party oversight during asbestos abatement activities at the current Town Hall throughout the asbestos abatement process in the amount of \$10,769.00 and appropriates and authorizes the expenditure of these funds, and authorizes the Manager to execute an agreement for these services as set forth in the proposal attached hereto as Exhibit A.

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

Passed, adopted, and approved March 25, 2024.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely



March 3, 2024

Town of Dolores
Town Manager - Leigh Reeves
420 Central Avenue, Dolores, CO
80323

**Re: Proposal – Asbestos Consulting Services
Dolores Town Hall Building
420 Central Avenue
Dolores, Colorado 81323**

Pursuant to your request, Ensolum, LLC (Ensolum) is pleased to provide the following proposal to The Town of Dolores for asbestos consulting services at the Dolores Town Hall Building (Site Building) in Dolores, Colorado. Ensolum understands that the Town of Dolores would like to retain Ensolum to perform asbestos abatement oversight and final visual and air clearances. Ensolum's assumptions, scope of services, budget and schedule for this project are provided in the following sections.

SCOPE OF SERVICES

Ensolum proposes to provide the following scope of work:

I. General Asbestos Abatement Oversight

Ensolum will provide third-party oversight during asbestos abatement activities at the Site Building throughout the asbestos abatement scope of work. Ensolum will conduct oversight on an as-needed basis. Ensolum anticipates these activities may include, but not be limited to: containment/work area inspections, contract administration, pre-abatement meeting, weekly progress meetings, spill responses, site walks with regulatory agencies, etc.

II. Final Visual and Air Clearances

After a general abatement contractor (GAC) completes abatement activities within a specific containment area and only the critical barriers remain, Ensolum will provide a Colorado Department of Public Health and Environment (CDPHE) certified Air Monitoring Specialist (AMS) to conduct a final visual inspection and a final air clearance in accordance with Regulation 8 Section III.P. This will include a final visual inspection as defined in Section III.P of Regulation 8 and aggressive collection of seven air samples (5 inside the containment and 2 blanks) to be analyzed via the phase contrast microscopy (PCM) method. All air clearance samples collected will be sent for overnight delivery via FedEx to Eurofins Environmental testing in Denver, Colorado.

All seven air samples will be analyzed for each final clearance. If the concentration of all air samples collected is below the standard of 0.01 fibers per cubic centimeter (f/cc), the containment area will be deemed ready for re-occupancy by the public and/or other contractors. If any of the seven air samples collected from within the containment exceeds 0.01 f/cc, the clearance will fail,

and the GAC will need to re-clean the containment area and the final clearance will be repeated.

Once a containment area passes a final clearance, Ensolum will provide written notice to the GAC and create a final clearance letter that will contain the following items:

- The name and address or location of the structure(s) and exact location in the structure of the work area that was cleared;
- The permit number;
- Phase of abatement (if applicable);
- Date and time the final clearance standards were met;
- The AMS's name, signature, and certification number; and
- The asbestos consulting firm name, contact information, and registration number.

COST ESTIMATES AND ASSUMPTIONS

Ensolum estimates 40 hours of abatement oversight including a pre-abatement onsite meeting for a cost of **\$4,669**. Abatement oversight labor will be billed on a time and material as needed basis. If the Town of Dolores requests additional oversight beyond the hours proposed, Ensolum will discuss with the Town of Dolores prior to proceeding.

Final visual and air clearances will be completed on a unit rate basis. Based on information provided, Ensolum assumes four (4) clearance events will be required to complete the project. Ensolum anticipates the total cost to complete ONE (1) final clearance to be **\$1,525**. This includes labor, equipment, expenses, shipping, a summary report, and laboratory analysis of seven samples (including any subcontractor markup).

Ensolum proposes a total cost of **\$10,769** to complete the above-described tasks. Table 1 summarizes the total proposed costs.

The cost provided is based on the following assumptions:

- For costing purposes, Ensolum assumes 40 hours of abatement oversight.
- Costs provided for the final visual and air clearance are provided as a unit rate cost per monitoring event with four monitoring events anticipated to complete the project.
- Air samples will be analyzed by the PCM method by an accredited laboratory.
- All seven air samples collected per containment area will be analyzed.
- If a containment area fails the final air clearance, additional monitoring events will be billed on the unit rate basis.
- Each containment area will pass the final visual inspection the first time. If additional visual inspections are required, they will be billed on a time and materials basis. Ensolum will inform the Town of Dolores if this scenario arises.
- The GAC and/or the Town of Dolores will provide Ensolum with at least 48 hours' notice for scheduling clearances. We will do our best to work with you, but we request as much notice as possible for scheduling and changes to the schedule.
- The containment needs to be ready for clearance by 9:00 AM in order to receive laboratory analytical results the following day. Due to the remote location and local overnight delivery pick up times, we need enough time to complete the clearances and ship the samples out of Durango by 4:00 PM at the latest.

- Ensolum will provide verbal updates and lab reports to the Town of Dolores and the GAC as they are completed and compile a summary report of all air monitoring activities.

PROJECT EXECUTION

The project will be performed in accordance with a project specific contract to be executed between Ensolum and the Town of Dolores. Ensolum will consider the receipt of a fully executed contract as notice to proceed.

Thank you for this opportunity to offer our services. We look forward to working with you on this project. Please contact the undersigned at (970-403-6824) with any questions or for further assistance with any environmental needs.

Sincerely,
ENSOLUM



Brooke Herb
Senior Geologist

Attachments:

Table 1 – Estimated Costs – Abatement Oversight and Final Clearances

Table 1
Estimated Costs - Abatement Oversight and Final Clearances

Dolores Town Hall Building
Dolores, Colorado

Task 1: Abatement Oversight

LABOR	PRINCIPAL	SENIOR SCEINTIST	STAFF SCEINTIST	GIS/CAD	ADMIN
Abatement Oversight	2	16	20		2
Rate	\$175.00	\$135.00	\$90.00	\$90.00	\$62.00
Total	\$350.00	\$2,160.00	\$1,800.00	\$0.00	\$124.00
Labor Subtotal					\$4,434.00

Other Direct Costs	Qty	Cost	Unit	Total
Field Vehicle and Tools	1	\$235.00	\Day	\$235.00
Subtotal				\$235.00

Total Estimated Cost for Abatement Oversight **\$4,669.00**

Task 2: Final Visual and Air Clearances

	Qty	Cost	Unit	Total
Final Visual and Air Clearances Unit Rate	4	\$1,525.00	\Clearance	\$6,100.00

Total Estimated Cost for Four Clearances **\$6,100.00**

Total Project Costs **\$10,769.00**

DRAFT 11.3 1 7

ORDINANCE NO 571

SERIES 2024

**AN ORDINANCE AMENDING TITLE 13 OF THE DOLORES MUNICIPAL CODE
PERTAINING TO SEPARATE WATER AND SEWER LINES**

WHEREAS, Colorado Revised Statutes, § 31-15-401 grants general police powers to the Board of Trustees to promulgate ordinances for the health, safety, and welfare of the public, including regulation of lands owned by the Town within its corporate boundaries.

WHEREAS, Colorado Revised Statutes, § 31-35-402 grants general powers to the Board of Trustees to regulate public utilities including water, mains, and taps. promulgate ordinances for the health, safety, and welfare of the public, including regulation of lands owned by the Town within its corporate boundaries.

WHEREAS, there is a need to amend the Town’s ordinances pertaining to manner in which water lines and taps to the Town’s customers are regulated in order to achieve an equitable and fair result for those property owners who’s premises are currently served by single service line.

WHEREAS, the Board of Trustees, in order to promote the health, safety, and welfare of the public and regulate the Town’s water mains and taps and achieve a fair and equitable result for the citizens of the Town, wishes to amend Section 13.04.160 of the Dolores Municipal Code related to the circumstances in which separate connections are required.

WHEREAS, the additional minimum charge provide for herein is necessary to offset the financial burden to the taxpayers for increased impact to the Town’s water and sewer infrastructure.

NOW THEREFORE, BE IT ORDAINED BY TOWN OF DOLORES BOARD OF TRUSTEES THAT a new Chapter 13.04.160 to the Dolores Municipal Code as follows:

Section 1. Dolores Municipal Code Section 13.04.010 is amended to include the following definitions:

“PREMISES” MEANS AN UNDIVIDED PROPERTY, TRACT OR PARCEL OF LAND UNDER ONE OWNERSHIP.

ANY TERM THAT IS OTHERWISE UNDEFINED IN THIS CHAPTER 13 SHALL HAVE THE SAME MEANING AS SET FORTH IN THE DOLORES LAND USE CODE.

Section 2. Dolores Municipal Code Section 13.04.160 is repealed and replaced as follows:

13.04.160 - Separate lines required.

A. EACH PREMISES SHALL BE SERVED BY ITS OWN SERVICE LINE, AND NO CONNECTION WITH THE TOWN'S WATER UTILITY SHALL BE MADE BY EXTENDING

THE SERVICE LINE FROM ONE PREMISES TO ANOTHER. EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH DETACHED STRUCTURE ON A PREMISES IS REQUIRED TO HAVE A SEPARATE WATER AND SEWER CONNECTION. IT SHALL BE UNLAWFUL TO CONNECT A SERVICE LINE FROM ONE PREMISES TO ANOTHER AND IT SHALL BE UNLAWFUL TO CONNECT DETACHED STRUCTURES ON THE SAME PREMISES TO A SINGLE SERVICE LINE. A TOWNHOME, AS DEFINED IN THE DOLORES LAND USE CODE, THAT IS CONSTRUCTED AFTER APRIL 8, 2024 SHALL BE CONSIDERED A DETACHED STRUCTURE FOR PURPOSES OF THIS CHAPTER 13 REQUIRING A SEPARATE WATER AND SEWER LINE.

B. WHERE DETACHED STRUCTURES ON A SINGLE PREMISES HAVE BEEN SERVICED BY OR "PIGGYBACKED" ON A SINGLE SERVICE LINE ON OR BEFORE APRIL 8, 2024, SUCH USE MAY CONTINUE PROVIDED THAT:

(1) A SEPARATE MONTHLY MINIMUM FOR WATER AND SEWER USE SHALL BE CHARGED FOR EACH SUCH ADDITIONAL CONNECTION.

(2) THIS EXEMPTION ONLY APPLIES TO SITUATIONS IN EXISTENCE AT THE TIME OF THE ENACTMENT OF THE EFFECTIVE DATE OF THE APRIL 8, 2024 AMENDMENT TO THIS SECTION.

(3) THE OWNER OF THE TAP SHALL BE LIABLE FOR ALL FEES AND CHARGES ASSESSED AGAINST SAID TAP. IN THE EVENT THE PIGGYBACKED WATER USER FAILS TO PAY THE NECESSARY MONTHLY FEES AND CHARGES, THE TOWN SHALL TERMINATE WATER SERVICE TO THE TAP IN ACCORDANCE WITH THE RULES AND REGULATIONS PROVIDED BY THIS CHAPTER.

(4) IN ADDITION TO ANY AND ALL OTHER REMEDIES THE TOWN MAY HAVE UNDER THIS CHAPTER, THE TOWN LEVIES A LIEN AGAINST THE OWNER OF SAID WATER TAP FOR ALL OTHER SERVICES INCURRED BY ANY PIGGYBACKED WATER CONNECTIONS AS THOUGH ASSESSED AGAINST SAID WATER TAP.

(5) ALL NOTICES FOR THE DELINQUENCY OF RATES AND CHARGES CONCERNING THE PIGGYBACK CONNECTION OR THE TAP USER'S CONNECTION SHALL BE MADE DIRECTLY TO THE TAP-HOLDER IN ACCORDANCE WITH THIS CHAPTER. THE TOWN MAY OR MAY NOT ELECT TO PROVIDE ADDITIONAL NOTICE TO THE ADDITIONAL TAP USER.

(6) THE LIEN RIGHTS AND NOTICE OF SHUT-OFF RIGHTS GRANTED TO THE TOWN UNDER THIS SECTION SHALL BE ENFORCED AS PROVIDED IN THIS CHAPTER BY THE TOWN.

(7) THIS EXEMPTION SHALL EXPIRE WHEN THERE IS A CHANGE OF OCCUPANCY OR LEVEL 3 ALTERATION TO ANY DETACHED STRUCTURE AS DEFINED BY THE APPLICABLE BUILDING CODES ADOPTED UNDER TITLE 15, IN WHICH CASE A SEPARATE METERED WATER LINE AND SEWER LINE SHALL BE REQUIRED TO BE INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

C. ATTACHED ACCESSORY DWELLING UNITS, APARTMENTS, DUPLEXES, TRIPLEXES, COMMERCIAL PROPERTIES, HOTELS AND MOTELS MAY BE SERVICED

BY A SINGLE WATER AND SEWER LINE, PROVIDED THAT THE TAP AND METER ARE SIZED AND ADEQUATE UNDER THE APPLICABLE PROVISIONS OF THE INTERNATIONAL PLUMBING CODE AND INTERNATIONAL BUILDING CODE ADOPTED BY THE TOWN UNDER TITLE 15.

D. RV AND MANUFACTURED HOMES PARKS MAY BE SERVICED BY A SINGLE WATER AND SEWER LINE, PROVIDED THAT THE TAP AND METER ARE SIZED AND ADEQUATE UNDER THE APPLICABLE PROVISIONS OF THE INTERNATIONAL PLUMBING CODE AND INTERNATIONAL BUILDING CODE ADOPTED BY THE TOWN UNDER TITLE 15.

E. WHEN REQUIRED BY APPLICABLE PROVISIONS OF THE INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL BUILDING CODE AND INTERNATIONAL FIRE CODE ADOPTED BY THE TOWN UNDER TITLE 15, A SEPARATE SERVICE LINE MAY BE REQUIRED FOR A FIRE SUPPRESSION SYSTEM.

F. SUBMETERING MAY BE PERMITTED UPON APPROVAL BY THE PUBLIC WORKS DIRECTOR AND BUILDING OFFICIAL.

G. Part of the commercial highway district located on Highway 145 (Railroad Avenue), Town of Dolores, electrical, water and sewer hook-ups with grease traps shall be allowed for mobile restaurant facilities.

H. These electrical, water and sewer hook-ups shall not be temporary in nature, i.e. garden hose from residential or other building hose bib or through a hose into sewer clean out or electrical extension cords from building outlets but shall be in accordance with the exiting building electrical, plumbing codes and water and sewer ordinances of the Town of Dolores now in effect or as maybe amended from time to time.

I Hook-ups shall be installed and inspected pursuant to the applicable town electrical, building, and plumbing codes and town water and sewer ordinances.

J. These hook-ups to existing structures without the purchase of an additional water and sewer tap shall be only when the owner of the business, which is run from the mobile facility or trailer, is the owner of the trailer or mobile facility and has control of the building through lease or ownership that the mobile facility/trailer received services from.

K. This chapter does not authorize the temporary hook-up of food service or other trailers to existing water, sewer or electrical sources through other temporary means.

Section 2. The Town Trustees hereby finds, determine, and declare that this Ordinance is promulgated under the general police power of the Town of Dolores, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Trustees further determine that the ordinance bears a rational relation to the proper legislative object sought to be attained.

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

Section 5. This Ordinance shall take effect immediately upon adoption. The Town of Dolores Board of Trustees hereby find, determines and declares this ordinance is necessary for immediate preservation of the health, safety and welfare of its citizens.

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 25th day of March, 2024, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed adopted and approved on the first reading this 25th day of March, 2024.

DOLORES BOARD OF TRUSTEES:

By: _____

Mayor Chris Holkestad

By: _____

Town Clerk Tammy Neely

Passed adopted and approved on the second and final reading this 8th day of April 2024.

DOLORES BOARD OF TRUSTEES:

By: _____

Mayor Chris Holkestad

Attest:

By: _____

Town Clerk Tammy Neely