

**AGENDA
DOLORES COLORADO**

**TOWN BOARD OF TRUSTEES MEETING
MONDAY DECEMBER 9TH, 2024, 5:30 P.M.**

THE MEETING WILL BE HELD AT THE TOWN HALL 601 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>

Due to a change in Zoom there are separate links for the 2nd and 4th Monday meeting of the Dolores Board of Trustees

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ACTION/APPROVAL OF THE AGENDA – Trustees: Need a motion and a 2nd

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

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

6.1 Board Minutes for the meetings of November 12th and 25th 2024.

6.2 Proceedings for the month of November 2024.

Trustees: Need a motion and a 2nd to approve consent agenda

7. REMOVED CONSENT AGENDA ITEMS

8. 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.

9. STAFF/COMMITTEE REPORTS/PRESENTATIONS:

9.1 Sheriff's Report: Sheriff Steve Nowlin

9.2 Managers Report: Manager Leigh Reeves

9.3 Treasurer's Report: Treasurer Kelley Unrein

9.4 Attorney's Report: Attorney Jon Kelly

9.5 Montezuma County Commissioner's report: Jim Candelaria

9.6 Maintenance Director report: in writing, Randy McGuire

9.7 Building Official report: in writing, David Doudy

10. TRUSTEES REPORTS AND ACTIONS:

10.1 Mayor Chris Holkestad

10.2 Mayor Pro Tem Kalin Grigg

10.3 Trustee Sheila Wheeler

10.4 Trustee Mark Youngquist

10.5 Trustee Chris Curry

10.6 Trustee Linnea Peterson

10.7 Trustee Marie Roan

11. PUBLIC HEARINGS/ORDINANCE ADOPTION:

11.1 Discussion/Action/Public Hearing: 2025 Budget adoption

11.2 Action/Approval R634 Series 2024, Budget amendment Supplemental Budget appropriating additional sums of money. **Trustees: need a motion and a 2nd**

11.3 Action/Approval R635 Series 2024 Certification of 2024 tax levies for the year 2025.

Trustees: need a motion and a 2nd

11.4 Action/Approval R636 Series 2024 Summarizing expenditures and revenues for budget year 2025.

Trustees: need a motion and a 2nd

12. ACTION/APPROVAL RESOLUTIONS:

12.1 Action/Approval Resolution R632 Series 2024, awarding contract to SGM INC. planning service as required by the Colorado Department of Public Health & Environment (CDPHE) State Revolving Fund (SRF) loan program and authorizing the Town Manager to execute a contract for services on behalf of the Town. **Trustees: need a motion and a 2nd**

12.2 Action/Approval Resolution R633 Series 2024, awarding a contract to CASELLE Inc an accounting software program. **Trustees: need a motion and a 2nd**

13. EXECUTIVE SESSION DISCUSSION to consult Town Attorney concerning a property matter pursuant to 24-6-402(4)(f)(I), CRS. **Trustees: need a motion and a 2nd to go into executive session**

14. ADMINISTRATIVE BOARD BUSINESS: This is the last meeting of 2024.

P&Z – January 7th, 2025

Parks – January 9th, 2025

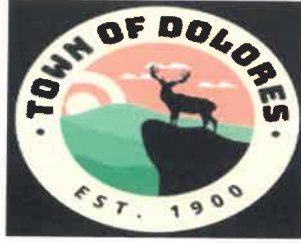
Next board meeting is January 13th, 2025

Workshop and board meeting – January 27th, 2025

Community Center meeting – January 28th, 2025

15. ADJOURNMENT:

CONSENT AGENDA



**MINUTES
DOLORES COLORADO
TOWN BOARD OF TRUSTEES MEETING
NOVEMBER 25TH 2024, 5:30 P.M.**

**THE MEETING WAS HELD AT THE TOWN HALL 601 CENTRAL AVENUE.
IF YOU WISH TO REVIEW RECORDING, PLEASE VISIT THE TOWN WEBSITE UNDER GOVERNMENT TOWN
BOARD MEETING FOR THE ZOOM LINK**

<https://townofdolores.colorado.gov>

WORKSHOP: 5:30 P.M.:

- 1. Strategic Plan:** Manager Leigh Reeves discussed the following plans for the Town:
 - Infrastructure and security
 - Local Law Enforcement
 - Reducing barriers for businesses
 - Water and availability
 - Work Force Housing.
 - Parks
 - Communication with Citizens of the Town.

BOARD MEETING 6:30 P.M.

- 1. CALL TO ORDER:** Mayor Holkestad called the regular meeting to order at 6:40 p.m.
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL:** Board Members present: Mayor Chris Holkestad, Trustees Sheila Wheeler, Marie Roan, Chris Curry, and Linnea Peterson. Trustees Mark Youngquist and Kailn Grigg were absent.
- 4. ACTION/APPROVAL OF THE AGENDA:** The agenda was approved by the Board.
- 5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.** No conflicts were identified.
- 6. ACTION/APPROVAL OF THE CONSENT AGENDA:** The Consent Agenda is intended to allow the Board by a single motion to approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a Board Member requests an item to be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be Considered under specific Agenda item numbers. **No consent agenda**

7. REMOVED CONSENT AGENDA ITEMS:

8. CITIZENS TO ADDRESS THE BOARD: This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at tammy@townofdolores.com any time before the dated Board meeting. No public comment was made.

9 STAFF/COMMITTEE REPORTS/PRESENTATIONS:

9.1 Managers Report: Leigh Reeves reported on the following:

- The board toured the water and sewer plant.
- Discussion with Trustees Mark Youngquist and Kalin Grigg, Treasurer Unrein, and Manager Reeves met to discuss the \$15k allocation of funds to nonprofit organizations of the Town of Dolores.
- The possibility of purchasing a new software accounting program (Caselle)
- The Flanders Park restroom is scheduled to open November 26th, 2024. There will be internet at the restroom to allow setup for the electric charging station.

9.2 Attorneys Report: Jon Kelly will be presenting later on in the meeting.

9.3 Treasurers Report: Kelley Unrein

- Reported on accounts for the Town, sales tax, and grant activity.
- Sales Tax report for October
- Grant Activity Report

9.4 Commissioner: Jim Candelaria announced the new County Attorney Steven Turnowski. He updated the Board on the issues with land management concerning the Chick Creek area.

10. TRUSTEES REPORTS AND ACTIONS:

10.1 Mayor Chris Holkestad discussed options for computer usage by the Board. Instead of purchasing individual computers he suggests a docking station at Town Hall, allowing Board members to come in and use a computer. Cyber Safety was considered.

10.2 Trustee Kalin Grigg

10.3 Trustee Sheila Wheeler had concerns with the Barr construction resolution, she did not think that Dolores River needed any improving or altering.

10.4 Trustee Mark Youngquist

10.5 Trustee Chris Curry commented that ADU's will promote affordable housing.

10.6 Trustee Linnea Peterson stated that she enjoyed the water/sewer plant tour.

10.7 Trustee Marie Roan requested that Attorney provide a red-lined version of ordinances.

11. PUBLIC HEARINGS/ORDINANCES/READINGS:

11.1 Public Hearing/Approval second reading of Ordinance 582 Series 2024: to amend the Dolores Land Use Code to amend provisions related to accessory dwelling units. Mayor Holkestad opened the hearing for public comment at 730 p.m. for the record a public hearing notice was posted. Attorney Kelly gave a quick overview of the ordinance. No public comment was

made. No comment made from the Board. Mayor Holkestad closed the hearing at 7:44 p.m. *Trustee Curry moved to approve the second and final reading of Ordinance 582 series 2024, seconded by Trustee Wheeler. The motion passed unanimously by a roll call vote.*

11.2 Discussion: Treasurer Unrein and Manager Reeves presented the first reading of Budget 2025 in clear detail. The final reading and hearing are scheduled for the next Board meeting December 9th, 2024, at 5:30 p.m.

12. RESOLUTIONS:

12.1 Action/Approval Resolution R628 Series 2024 awarding a contract with Barr Engineering Company for Dolores River habitat and access improvements. *Mayor Holkestad moved to Resolution R628 Series 2024, seconded by Trustee Peterson. The motion passed with 4 yes and 1 no votes.*

12.2 Action/Approval Resolution R629 Series 2024 awarding a contract to replace the roof on the water plant. *Trustee Peterson moved to approve resolution R629 Series 2024, seconded by Trustee Roan. The motion passed unanimously.*

12.3 Action/Approval Resolution R630 Series 2024 awarding a construction contract to American Ramp Company. *Trustee Roan moved to approve Resolution R630 Series 2024, seconded by Trustee Curry. The motion passed unanimously.*

12.4 Action/Approval Resolution R631 Series 2024 approving a request for an extension of the DOLA grant for the Town Hall Remodel to December 31st, 2025. *Trustee Peterson moved to approve Resolution R631 Series 2024, seconded by Mayor Holkestad. The motion was approved unanimously.*

13. EXECUTIVE SESSION DISCUSSION to consult Town Attorney concerning a property matter pursuant to 24-6-402(4)(f)(I), CRS. Mayor Holkestad moved into executive session at 8:04 p.m.

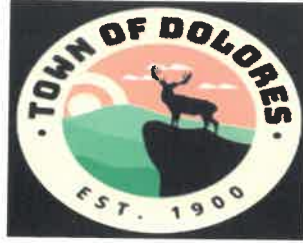
14. ADMINISTRATIVE BOARD BUSINESS:

15. UPCOMING BOARD, COMMITTEE AND SPECIAL GROUP MEETINGS:

16. ADJOURNMENT: Mayor Holkestad adjourned the meeting at 8:35 p.m.

Mayor Chris Holkestad

Clerk Tammy Neely



MINUTES

DOLORES COLORADO

TOWN BOARD OF TRUSTEES MEETING

TUESDAY NOVEMBER 12TH, 2024, 5:30 P.M.

THE MEETING WAS HELD AT THE TOWN HALL 601 CENTRAL AVENUE.

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

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1. **CALL TO ORDER:** Mayor Pro Tem Kalin Grigg called the meeting to order a 5:32 p.m.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL Board Members present:** Trustees Kalin Grigg as mayor pro tem, Mark Youngquist, Linnea Peterson, Sheila Wheeler, Marie Roan, and Chris Curry. Mayor Chris Holkestad was absent.
4. **ACTION/APPROVAL OF THE AGENDA:** Trustee Grigg moved to approve the agenda changing item 11.2 to say that it is a public hearing of the proposed 2025 Budget, seconded by Trustee Curry. The motion was approved unanimously.
5. **IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.** No conflicts were identified.
6. **ACTION/APPROVAL OF THE CONSENT AGENDA:** The Consent Agenda is intended to allow the Board by a single motion approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a Board Member requests an item to be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be Considered under specific Agenda item numbers.
 - 6.1 Board Minutes for the meetings of October 14th, and 28th 2024.
 - 6.2 Proceedings for the month of October 2024.
 - 6.3 Special Event Permit: Dolores River Boating Advocates January 24th, 2025, at the Dolores Community Center, from 5:00 p.m. to 11:00 p.m.

Trustee Wheeler moved to approve the consent agenda, seconded by Trustee Youngquist. The motion carried unanimously.
7. **REMOVED CONSENT AGENDA ITEMS**
8. **CITIZENS TO ADDRESS THE BOARD:** This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public

comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at tammy@townofdolores.com any time before the dated Board meeting. No comment from the public.

9. STAFF/COMMITTEE REPORTS/PRESENTATIONS:

9.1 Sheriff's Report: Sheriff Steve Nowlin – written report not available due to computer issues.

9.2 Managers Report: Manager Leigh Reeves discussed to following items:

- FEMA, the generator is scheduled to be tied in this week. Addressing Trustee Wheeler's concern of the siren, Emergency Manager Jim Spratlin and Sheriff Steve Nowlin will be finalizing plans.
- Paul Majors of Rural Homes has provided receipts, DOLA will be funding.
- CDOT mainstreet grant for Flanders Park restroom has been funded leaving \$4.66 in funds. The restroom is scheduled to be completed on or before November 30th, 2024.
- CDPHE final payment of approximately \$88K has been funded.
- Fishing is Fun: a meeting with BARR Engineering for plans to prepare a Army Corps 404 permit for work on the river.
- GOCO grant, Manager Reeves attended a meeting via Zoom. She and Mike Wight are preparing for a 3 minute presentation for funding improvements at Joe Rowell Park.
- Application for funding of the Dolores Non-Profits were due November 11th. Manager Reeves, Trustee Grigg, Trustee Youngquist, and Treasurer Unrein will be reviewing them and presenting to the Board for approval at the November 25th meeting.

9.3 Treasurer's Report: Treasurer Kelley Unrein presented the Treasurers report for the month of October. Also reporting on reimbursed grant funding and outstanding grant funds.

9.4 Maintenance Director's Report – Randy McGuire no report was given

9.5 Building Dept Manager's Report – David Doudy no report was given

9.6 Attorney's Report: Attorney Jon Kelly stated that his report will take place in upcoming items of the meeting.

9.7 Montezuma County Commissioner Jim Candelaria reported that the county purchased one new plow. The County Attorney will be starting as a new Judge.

10. TRUSTEES REPORTS AND ACTIONS:

10.1 Mayor Chris Holkestad - Vacation

10.2 Mayor Pro Tem Kalin Grigg no report.

10.3 Trustee Sheila Wheeler no report.

10.4 Trustee Mark Youngquist no report.

10.5 Trustee Chris Curry reported that the frost free spicket at the park is leaking at JRP. Manager Reeves added that there was a main water break last week.

10.6 Trustee Linnea Peterson no report.

10.7 Trustee Marie Roan asked about the garbage can at Flanders has been jammed. Manager Reeves reported that it has been repaired. She also reported that the charging station will be back.

11. PUBLIC HEARINGS/ORDINANCE ADOPTION:

11.2 Discussion/Possible Action Budget: First reading of the proposed 2025 Budget Trustee Grigg opened the public hearing at 6:17 p.m. Treasurer Urein presented the budget for 2025. She reported a 13.5% jump in benefits for the year 2024. Manager Reeves explained the franchise

taxes. Grant revenues look good. They also covered the conservation trust fund, which is lottery money. The Town typical does not use the funding.

11.3 Discussion/Possible Action of First Reading of Ordinance 582 Series 2024, to amend the Dolores Land Use Code for provisions related to Accessory Dwelling Units.

12. ACTION/APPROVAL RESOLUTIONS:

12.1 Discussion/Action of Resolution R625 Series 2024, approving a contract for Law Enforcement between Montezuma County Commissioners, Montezuma County Sheriff's Department and the Town of Dolores for the year 2025.

12.2 Discussion/Action of Resolution R626 Series 2024, approving settlement with Iconergy Company for energy performance contracting services.

12.3 Discussion/Action of Resolution R627 Series 2024, Action/Approval of Intergovernmental Agreement(IGA), between Montezuma County and the Town of Dolores, concerning cooperative planning efforts.

13. ADMINISTRATIVE BOARD BUSINESS:

14. ADJOURNMENT: Trustee Grigg adjourned the meeting at 7:40 p.m.

Mayor Chris Holkestad

Town Clerk Tammy Neely



Town Manager's Report

Date: December 5th, 2024

To: Board of Trustees

From: Leigh Reeves

- Caselle – Before you Monday is R633 to enter into a contract with Caselle. Although this may seem expensive, the cost is divided into years not all at one time. We have the opportunity to move to a new accounting system that is used by most government entities. It will allow for true fund accounting and more accurate information. Additionally, it will allow us to complete reporting in a timelier fashion. There is a multi-year implementation plan.
- The Flanders Park restroom is officially open. We should discuss an official ribbon cutting if you like or it can just be open. The timers are working from 7am to 7pm.
- We will have our 2nd and final reading and 2nd public hearing on December 9th, 2024, for the 2025 budget. We will also have to vote on an amendment and the mill levy that goes to the county commissioners. This will be our last meeting of the year. We will be over by the amounts we discussed earlier in the year and some additional because of cleaning up of grants. These are unforeseen items that were agreed to or could no longer wait to be completed. Additionally, there were items agreed to by the previous town manager that had overruns.
- BARR engineering was in town to look at the river for the Fishing is Fun grant.



This company will complete the 404-permit required by the ACOE. This will allow us to complete the Fishing is Fun grant next fall if all goes well. They also went to the quarry to interview the rocks for the Dolores River.

- Before you Monday will be Resolution R632 – Series 2024 Awarding a contract to SGM for the engineering of the Phase II water project. This contract is \$402K. We have a grant for half from DOLA. We will be folding our half into the final grant for construction as previously discussed. This project is driving a \$10 per month increase in all members' water bill.
- We had a water main break last Saturday on 6th St that affected 6th and 7th St. Randy's team fixed the pipe and restored water after the locate was completed.
- Friday, Dec 6th is the final approval of the GOCO grant for \$776K, which will fund the skate park, bike park, an ADA trail from the playground to the west end. We will also receive funding for FIF, 2 shade structures, 8 benches, 3 picnic tables and 36 trees with irrigation.
- I am working with the Parks committee to create a fundraising plan in conjunction with the Lost Canyon Bike Club to raise more funding to complete the all-wheel portion of the JRP GOCO plan.
- I will be on vacation from December 10th to December 19th. Please call Kelley Unrein for any issues.

TOWN OF DOLORES

Payment Application Report

From 01/01/2024 to 11/30/2024

Billing Cycle: 1

Subtotal by Service Type Applied To: True
Including Complete and Incomplete Batches

Transaction Type: (Any)

Payment Type: (Any)

Billing Payments

Jan 1 to 11-30
2024

Service Type SEWER Total:	Charges Applied To: 5,839	\$(220,325.49)
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Service Type WATER Total:	Charges Applied To: 6,810	\$(301,996.46)
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Billing Payments Total:	Charges Applied To: 12,649	\$(522,321.95)
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Grand Total:	Charges Applied To: 12,649	\$(522,321.95)
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* Denotes an overpayment

^ Customer does not have an account.

TOWN OF DOLORES

Payment Application Report

From 01/01/2024 to 11/30/2024

Billing Cycle: 1

Subtotal by Transaction Type Applied To: True

Including Complete and Incomplete Batches

Transaction Type: (Any)

Payment Type: (Any)

Jan 1 to 11th 30
2024

Other Receipt Payments

Applied To ATMOS FRANCHISE Total:	Charges Applied To: 1	\$(26,233.19)
Applied To ATMOS TOWER LEASE Total:	Charges Applied To: 1	\$(2,214.75)
Applied To BUILDING PERMIT Total:	Charges Applied To: 35	\$(10,899.29)
Applied To BUSINESS LICENSE Total:	Charges Applied To: 37	\$(925.00)
Applied To CHARTER FRANCHISE Total:	Charges Applied To: 4	\$(4,891.73)
Applied To COMNET FRANCHISE Total:	Charges Applied To: 11	\$(8,830.47)
Applied To COURT FINES Total:	Charges Applied To: 16	\$(2,840.00)
Applied To DEVELOPMENT FEE Total:	Charges Applied To: 14	\$(2,420.00)
Applied To DOG LICENSE Total:	Charges Applied To: 70	\$(870.00)
Applied To EMPIRE FRANCHISE Total:	Charges Applied To: 11	\$(44,619.74)
Applied To LIQUOR LICENSE Total:	Charges Applied To: 19	\$(5,674.75)
Applied To MARIJUANA LICENSE Total:	Charges Applied To: 2	\$(6,202.00)
Applied To MINERAL TAX Total:	Charges Applied To: 1	\$(5,656.80)
Applied To MISC-GENERAL Total:	Charges Applied To: 212	\$(297,579.99)

* Denotes an overpayment

^ Customer does not have an account.

TOWN OF DOLORES

Payment Application Report

From 01/01/2024 to 11/30/2024

Billing Cycle: 1

Subtotal by Transaction Type Applied To: True

Including Complete and Incomplete Batches

Transaction Type: (Any)

Payment Type: (Any)

Applied To MISC-STREETS Total:	Charges Applied To: 4	\$(42,796.30)
Applied To MISC-WATER Total:	Charges Applied To: 2	\$(2,161.35)
Applied To PARKS AND REC REVENUE Total:	Charges Applied To: 25	\$(2,990.00)
Applied To PROP TAX-OWNERSHIP Total:	Charges Applied To: 11	\$(13,012.38)
Applied To PROPERTY TAX Total:	Charges Applied To: 9	\$(93,419.61)
Applied To R&B TAX Total:	Charges Applied To: 9	\$(12,141.43)
Applied To SEVERANCE TAX Total:	Charges Applied To: 1	\$(28,995.31)
Applied To WATER DOCK Total:	Charges Applied To: 173	\$(25,291.75)
Other Receipt Payments Total:	Charges Applied To: 668	\$(640,665.84)
Grand Total:	Charges Applied To: 668	\$(640,665.84)

* Denotes an overpayment

^ Customer does not have an account.

TOWN OF DOLORES

Payment Application Report

From 11/01/2024 to 11/30/2024

Billing Cycle: 1

Subtotal by Service Type Applied To: True
Including Complete and Incomplete Batches

Transaction Type: (Any)

Payment Type: (Any)

Billing Payments

Service Type SEWER Total:	Charges Applied To: 518	\$(19,638.25)
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Service Type WATER Total:	Charges Applied To: 654	\$(26,993.75)
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Billing Payments Total:	Charges Applied To: 1,172	\$(46,632.00)
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Grand Total:	Charges Applied To: 1,172	\$(46,632.00)
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* Denotes an overpayment

^ Customer does not have an account.

TOWN OF DOLORES

Payment Application Report

From 11/01/2024 to 11/30/2024

Billing Cycle: 1

Subtotal by Transaction Type Applied To: True

Including Complete and Incomplete Batches

Transaction Type: (Any)

Payment Type: (Any)

Other Receipt Payments

Applied To BUILDING PERMIT Total:	Charges Applied To: 4	\$(200.00)
Applied To BUSINESS LICENSE Total:	Charges Applied To: 3	\$(75.00)
Applied To CHARTER FRANCHISE Total:	Charges Applied To: 1	\$(1,182.40)
Applied To COMNET FRANCHISE Total:	Charges Applied To: 1	\$(831.57)
Applied To COURT FINES Total:	Charges Applied To: 4	\$(930.00)
Applied To DEVELOPMENT FEE Total:	Charges Applied To: 2	\$(500.00)
Applied To DOG LICENSE Total:	Charges Applied To: 2	\$(20.00)
Applied To EMPIRE FRANCHISE Total:	Charges Applied To: 1	\$(3,714.91)
Applied To MISC-GENERAL Total:	Charges Applied To: 23	\$(71,545.60)
Applied To PROP TAX-OWNERSHIP Total:	Charges Applied To: 1	\$(1,121.19)
Applied To PROPERTY TAX Total:	Charges Applied To: 1	\$(2,076.96)
Applied To R&B TAX Total:	Charges Applied To: 1	\$(276.06)
Applied To WATER DOCK Total:	Charges Applied To: 16	\$(1,593.50)
Other Receipt Payments Total:	Charges Applied To: 60	\$(84,067.19)

* Denotes an overpayment

^ Customer does not have an account.

MAINTENANCE/PUBLIC WORKS REPORT NOVEMBER

11-1-24 Plants Audra

11-2-24 Plants Audra

11-3-24 Plants Audra

11-4-24 Plant, Pick up trash, clean restrooms, turbidity report. Burn prep for green waste.

11-5-24 Plants. Pull quarterly wwtp samples. Pull bacti samples, cL2 samples. Review snowplow routes and winterize mowers.

11-6-24 Plants. Winterize water plant. Start setting up sander on new truck.

11-7-24 Plants. Thaw water dock out. Re-wire sander and set up for new truck.

11-8-24 Plants. Pick up trash, clean restrooms, replace broken gate at water plant, and re-stock gravel at water plant.

11-9-24 Plants-Randy

11-10-2 Plants. Water break at 202 S 6th.

11-11-24 Plants-Randy

11-12-24 Plants. Service online meters at the water tank. Check for waters leaks at JRP. Haul gravel and stones for Flanders restrooms. Repair water meter remote at 1602 Central. Pull THM, HAA, Xylene samples. Replace sink faucet.

11-13-24 Plants. Service online meters replacement for the 20 test meters. Water shut off at 1005 Hillside. Pull cL2 samples.

11-14-24 Plants. Fill potholes. Work on meter replacements. Blade streets.

11-15-24 Plants. Locates. Water turn on at 302 Central. Fill holes in alleys. Blade streets.

11-16-24 Plants-Audra

11-17-24 Plants-Audra

11-18-24 Plants. Hang water shut off tags. Trap gophers. Board tour of water and wastewater plants.

11-19-24 Plants. Playground safety equipment check. Repair meter at 205 N 18th. Clean bar ditch at Hillside and 18th. Fill potholes. Service online meters at water tank.

11-20-24 Plants. Read water meters. Water shut off for non-payment. Online training. Load old plow/dump truck for purchaser. Pull cL2 samples.

11-21-24 Plants. Install sprinklers & replace dirt at Flanders. Park restrooms project. Locate 795 Railroad.

11-22—24 Plants. Pick up trash. Clean restrooms. Put water plant online. Fill potholes.

11-23-24 Plants-Randy

11-24-24 Plants-Randy

11-25-24 Plants. Pick up trash. Clean restrooms. Landscape rocks at Flanders. Repair cL2 leak at WWTP.

11-26-24 Plants. Repair door latch on Ford Dump truck. Haul street sand from CDOT. Check the meter for 207 N 12th. Replace burned out GFI plugs at equipment storage shed.

11-27-24 Plants. Pull cL2 samples. Prep Flanders restrooms to open. Motor Grader for snowplow.

11-28-24 Plants-Audra

11-29-24 Plants-Audra

11-30-24 Plants-Audra. Water main repair-Audra, Randy, and Justin.

Town board December 9, 2024

Building Official report

Current projects:

1. #1159 – Stucco basecoat inspection
2. #1140 – Drywall inspection
3. #1115 – Final
4. #1165 – Sewer line inspection
5. #1153 – Underlayment
6. #1153 - Final

New permits: Three permits - \$550.00

1. #1165 – Sewer line replacement
2. #1166 – Demo
3. #1167 Re-roofing permit

Consultations - Phone and in person

21 Phone and in-person

Construction Inspections

14 construction inspections of permits issued.

Future projects on the horizon:

New R-3 Single Family residential proposed on Hillside

Business Inspections

0

Food trailer/truck inspections

0

STR Inspections

Two – Annual Inspections

Internet Technology

Board room AV/IT has been installed, working out the bugs

SPECIAL PROJECTS

1. Flanders Park Bathroom
 - a. Project issued a final by Cortez Building Official, Sean Canada
2. Roof replacement at Water plant
 - a. Emergency award to Cruzan Construction to repair trusses and replace roofing

STR's

Gave out an application for STR permit #15.

Compliance issues

Still working on grease trap compliance

Report to the Board of Trustees on the
 Planning & Zoning Commission meeting held
 November 5, 2024

Discussions of potential interest to the Board and items for upcoming P&Z meeting agendas:

Agenda Item/Description		Discussion
5 .	Public comments	Mark Lang spoke to the commission about the need for better practices around the towns snow storage sites, to prevent contaminants from the town streets from getting into the river, lakes, and wetlands surrounding the current storage areas.
9.	Commissioner updates	10.1.2024 PZ report to Board of Trustees
10.	Public hearing	a. Public hearing to approve proposed amendments to the Land Use Code, Ordinance 528 and 528A pertaining to the amending the permitted use table and procedures for conditional use permits regarding accessory dwelling units and accessory structures. There were no public comments offered in writing or in person. The commission voted unanimously to send the Ordinances to the Board of Trustees for adoption
11	Comprehensive Plan	b. Discuss the comprehensive plan to identify the content that can be prepared in-house: The commissioners began this discussion, led by Manager Reeves. Topics covered included Comprehensive Plan Sub plans, Weed Management, Watershed Management, Hazards Mitigation, and public outreach and education. <u>The Commission added this to the agenda for the Dec. 3 P&Z meeting. Specifically we will discuss the Commissions 2019 review of the 1997 Comprehensive Plan, other issues identified since then, and start to make an action plan for updating the 1997 Comprehensive Plan.</u>
12.	Future agenda items:	These items are being retained on the agenda until the Commissioners and Staff have the capacity to discuss, plan or revamp. <ul style="list-style-type: none"> • Development of a process to work with staff to edit the Special Exception Permit Application form to align completely, explicitly, and precisely with the current Comprehensive Plan and Land Use Code: Group discussion, facilitated by the Manager. This item is carried over from July.

	Parking Lot	<ol style="list-style-type: none">1. Updates to the Town's Comprehensive Plan, including funding for a new Comprehensive plan and other steps to move forward. Attention focused on ensuring "representative" community involvement2. Updates to subplans linked to the Town's Comprehensive Plan, including: funding, weed management, watershed management, hazards mitigation, etc.3. Discussion of possible revisions to LUC language for mixed-use districts and accessory dwellings.4. Public outreach and education5. Parking in town
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Town of Dolores
Entity

PLAYGROUND SAFETY AUDIT CHECKLIST

Major Types of Playground Equipment

Park/Playground Name: JRP Playground Inspector's Name: Audra/Justin
 Address: 145 Railroad Ave. Date: 11/19/24

	Yes	No	N/A	Comments
Climbing Equipment (12.1)				
1. Are all climbers free of interior climbing bars or other interior structural components onto which a child may fall from a height of greater than 18 inches? (12.1.2)	✓			
2. Is climbing equipment provided with alternative means of descent , such as platforms or stairways? (12.1.2)	✓			
3. Are flexible grid climbing devices, such as net and chain climbers or tire climbers , securely anchored at both ends? If connected to the ground, one end should be anchored below ground beneath the protective surface. (12.1.3)	✓			
4. Are connections between ropes, cables, chains and tires securely fixed and in compliance with entrapment criteria? (12.1.3)	✓			
5. Are alternative means of access to equipment other than flexible grid climbing devices provided for preschool age children? (12.1.3)	✓			
Arch Climbers (12.1.4)				
6. Are alternative means of access other than arched climbers provided to equipment?	✓			
7. Is the equipment area for preschoolers free of free standing arched climbers ?	✓			
8. Do the rung and ladder spacing comply with the recommendations of the CPSC?	✓			
9. Are handgrips between 0.95 and 1.55 inches in diameter? 1.25 inches are preferred. (10.2.1)	✓			
Horizontal Ladders and Overhead Rings (12.1.5)				
10. Is the center to center spacing no more than 12 inches for preschool age children ages four and five, and no more than 15 inches for school age children? Overhead rings are exempted from this spacing recommendation.	✓			
11. Are horizontal ladders intended for ages four and five parallel to one another and evenly spaced ?	✓			

Horizontal Ladders and Overhead Rings (continued)	Yes	No	N/A	Comments
12. Is the first handhold not directly above the platform nor directly above climbing rungs used for mount or dismount?	✓			
13. Are handgrips between 0.95 and 1.55 inches in diameter? 1.25 inches are preferred. (10.2.1)	✓			
14. Is the maximum height of the upper body equipment above the protective surface 60 inches for preschool age children and 84 inches for school age children?	✓			
15. Is the maximum chain length of overhead swinging rings 12 inches?	✓			
Sliding Poles (12.1.6)				
16. Is the preschool age children's play area free of sliding poles?	✓			
17. Is the pole free of protruding seams or welds ?	✓			
18. Is there no change in direction along the sliding portion of the pole?	✓			
19. Where a child is likely to reach, is the pole 18 to 20 inches from the platform ?	✓			
20. Does the pole extend at least 60 inches above the access area ?	✓			
21. Is the pole diameter 1.9 inches or less?	✓			
22. Is the pole and access structure located so that other activities will not cause interference with use ?	✓			
Climbing Ropes (12.1.7)				
23. Are ropes secured at both ends and not capable of creating a loop with an inside perimeter greater than 5 inches?			✓	
Balance Beams (12.1.8)				
24. Is the maximum height of balanced beams 12 inches for preschool age children and 16 inches for school age children?	✓			
Layout of Climbing Components (12.1.9)				
25. Is equipment located so users will not interfere with users on other equipment?	✓			
26. Are adjacent structures located so that climbing on the upper body equipment is not facilitated?	✓			
Merry-Go-Rounds (12.2)				
27. If the merry-go-round is not circular, is the difference between the minimum and maximum radii less than 2 inches?			✓	
28. Are all components such as handgrips within the perimeter of the platform?			✓	
29. Is the underside of the platform no less than 9 inches above the protective surfacing?			✓	
30. Is the maximum height of the standing surface 14 inches above the protective surface?			✓	

Merry-Go-Rounds (continued)	Yes	No	N/A	Comments
31. Are handgrips between 0.95 and 1.55 inches in diameter? 1.25 inches are preferred. (10.2.1)			✓	
32. Is the undercarriage free of shearing or crushing mechanisms?			✓	
33. Is the platform surface free of sharp edges and continuous? There should be no openings between the axis and periphery 5/16 inch or greater.			✓	
34. Is the speed of rotation limited to a maximum of 13 feet per second?			✓	
35. Is the platform free of up and down motion?			✓	
			✓	
Seesaws (12.3)			✓	
36. Are all seesaws in preschool age children's play areas equipped with spring centering devices ?				
37. Are the fulcrums of fulcrum seesaws free of pinching or crushing hazards ?				
38. If not equipped with spring centering devices, are tires or some other shock absorbing material embedded in the ground underneath the seats or secured to the underside of the seats of fulcrum seesaws to reduce impact?				
39. Are handholds which do not turn or protrude beyond the seat sides provided at each seating position?				
40. Are handgrips between 0.95 and 1.55 inches in diameter? 1.25 inches are preferred. (10.2.1)				
41. Are fulcrum seesaws free of footrests unless the seesaw is equipped with a spring centering device ?				
42. Do handholds and footrests comply with the entrapment guidelines?				
43. Is the maximum attainable angle of fulcrum seesaws 25 degrees?				
Slides (12.4)				
44. Does the slide comply with the access dimensions recommended by the CPSC? Is it free of entrapment hazards? (10.1-10.4)	✓			
45. Do platforms on free standing slides have a minimum length of 22 inches? (12.4.3)	✓			
46. Is the platform horizontal and at least as wide as the slide? (12.4.3)	✓			
47. Do guardrails or protective barriers surrounding the platform comply with the height requirements stated in the General Conditions audit? (11.1-11.6)	✓			
48. Is the slide free of spaces or gaps between the platform and the start of the slide chute? (12.4.3)	✓			
49. Are handholds provided at the slide entrance to facilitate the transition to a sitting position? (12.4.3)	✓			
50. Are handgrips between 0.95 and 1.55 inches in diameter? 1.25 inches are preferred. (10.2.1)	✓			
51. Is there a means (guardrail, hood or other device) to channel the user into a sitting position at the entrance to the chute? (12.4.3)	✓			
52. Are all spans on the slide chute 50 degrees or less? Refer to the CPSC handbook. (12.4.4)	✓			

Slides (continued)	Yes	No	N/A	Comments
53. Are all metal sliding surfaces located out of direct sunlight or north facing to help prevent burns? (8.3)			✓	
54. Do straight slides with open chutes have sides at least 4 inches high along the entire length of the inclined sliding surface? (2.4.4)	✓			
55. Are the sides an integral part of the chute with no gaps between the sides and sliding surface? This does not apply to roller slides? (12.4.4)	✓			
56. Do the sides of circular, semicircular or curved slides comply with the CPSC recommendations for side height when evaluated by the chute width? (12.4.4)	✓			
57. Is the exit region horizontal and parallel to the ground with a minimum length of 11 inches? (12.4.5)	✓			
58. For slides no more than 4 feet in height, is the exit region no more than 11 inches from the protective surfacing? For slides over 4 feet in height, is the exit region at least 7 but not more than 15 inches above the protective surfacing? (12.4.5)	✓			
59. If spiral slides are used in preschool age children's play areas, are the slides one turn (360 degrees) or less? (12.4.7)	✓			
60. Are tube slides provided with barriers or surfaces to prevent sliding on the top (outside) of the tube? (12.4.8)	✓			
61. Is the minimum internal diameter of the tube slide no less than 23 inches? (12.4.8)	✓			
62. For roller slides , is the space between adjacent rollers and between the ends of the rollers and the stationary structure less than 3/16 inch? (12.4.9)			✓	
63. Are more frequent inspections conducted to ensure there are no missing rollers or broken bearings ? (12.4.9)			✓	
Spring Rockers (12.5)				
64. Is the seat area designed to be used only by the intended number of users?				
65. Are handgrips between 0.95 and 1.55 inches in diameter? 1.25 inches are preferred. (10.2.1) 64.				
66. Do handholds and footrest comply with the entrapment and protrusion guidelines?				
67. Do the springs of the rocking equipment minimize the possibility of children pinching hands or feet?				
Swings (12.6)				
68. Is hardware used to suspend the elements to the swing seat and to the supporting structure removable only with tools? (12.6.1)	✓			
69. Are S-hooks pinched shut or closed with a gap no greater than 0.04 inch? The gap should not admit a dime. (12.6.1)	✓			
70. Do swing supporting structures discourage climbing? A-frame structures should not have the horizontal cross-bars. (12.6.1)	✓			
71. Are swings not suspended with fiber ropes ? (12.6.1)	✓			

Swings (continued)	Yes	No	N/A	Comments
72. Are swing use zones separated so that they do not overlap others piece of equipment? (5.1.3 & 12.6.2)	✓			
73. Are swing bays limited to no more than 2 single axis swings? (12.6.2)	✓			
74. Are single axis swings detached from composite structures to discourage climbing? (12.6.2)	✓			
75. Are swing seats designed to accommodate only one user and constructed of lightweight rubber or plastic? (12.6.2)	✓			
76. Do the swing seats comply with the protrusion requirements as recommended by the CPSC? (12.6.2)	✓			
77. Is the vertical distance from the underside of an occupied swing seat to the protective surfacing no less than 12 inches for preschool age children? Is it no less than 16 inches for school age children? (12.6.2)	✓			
78. At the five foot level, is there a minimum distance of 30 inches between the side supporting frame and the swing chains? (12.6.2)	✓			
79. At the five foot level, is there a minimum distance of 24 inches between chains used to suspend swings? (12.6.2)	✓			
80. Are swing hangers on the top horizontal pole spaced at least 20 inches apart for each swing? (12.6.2)	✓			
81. If single axis swings are intended for preschool age children, are the pivot points no greater than 8 feet above the protective surfacing? (12.6.2)	✓			
Tot Swings (12.6.3)				
82. Are full bucket tot swings used?	✓			
83. Do bucket swings comply with the CPSC head entrapment/strangulation requirements?	✓			
84. Are tot swings suspended from structures which are separate from those for other swings, or at least suspended from a separate bay of the same structure?	✓			
85. Is the vertical distance from the underside of an occupied swing seat to the protective surfacing no less than 24 inches?	✓			
Multi-Axis Tire Swings (12.6.4)				
86. Is the tire swing suspended in a separate bay from other swings?	✓			
87. Is the tire swing not attached to a composite structure ?	✓			
88. Are truck tires not used?	✓			
89. If steel-belted radials are used, are the steel belts concealed?			✓	
90. Do drainage holes exist in the underside of the tires?	✓			
91. Is the hanger mechanism free of accessible pinch points?	✓			
92. Is the minimum clearance between the seating surface and the uprights of the supporting structure at least 30 inches when the tire is in the closest position to the support structure?	✓			

Swings Not Recommended For Public Playgrounds (12.6.5)	Yes	No	N/A	Comments
93. Animal Figure Swings: Is the playground free of animal figure swings? Rigid metal framework is heavy presenting a risk of impact injury.		✓	✓	
94. Multiple Occupancy Swings (excluding tire swings): Is the playground free of multiple occupancy swings? The greater mass presents a risk of impact injury.	✓			
95. Rope Swings: Is the playground free of rope swings? Free swinging ropes may fray or otherwise form a loop presenting a potential strangulation hazard.			✓	
96. Swinging Dual Exercise Rings and Trapeze Bars (excluding overhead hanging rings such as those used in a ring trek or ring ladder): Is the playground free of swinging dual exercise rings and trapeze bars? These are considered items of athletic equipment.			✓	
Trampolines (12.7)				
97. Trampolines: Is the playground free of trampolines?			✓	

Additional Comments

**RESOLUTION R632
SERIES 2024
TOWN OF DOLORES**

**CERTIFICATION OF 2024 TAX LEVIES
FOR THE 2025 BUDGET YEAR**

TO: County Commissioners of Montezuma, County, Colorado

This is to certify that the levy to be assessed by you upon all property within the limits of the Town of Dolores, Colorado, for year 2024, as determined and fixed by the Board of Trustees on the 9th day of December 2024, is:

10.00

for all funds so designated in accordance with the adopted tax list and you are hereby authorized and directed to extend said levy upon your tax list.

If it is determined necessary to re-certify this tax levy to comply in good faith with the mandates of Amendment #1 (Tabor) and if a temporary mill levy rate reduction is considered prudent and in the best interest of the Town, you will be notified.

IN WITNESS WHEREOF, I have hereunto set and affixed the seal of the Town of Dolores, Colorado, this 9th day of December 2024.

ATTEST:

BY:

Tammy Neely
Town Clerk

Chris Holkestad, Mayor
Town of Dolores

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Montezuma County, Colorado.

On behalf of the Town of Dolores,

the (taxing entity)^A Board of Trustees

of the (governing body)^B Town of Dolores
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 9,788,660 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/10/2024 for budget/fiscal year 2025
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>10</u> mills	\$ <u>97,887</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<input type="text"/> mills	\$ <input type="text" value="9"/>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<input type="text" value="10"/> mills	\$ <input type="text" value="97,887"/>

Contact person: Leigh Reeves Daytime phone: () 970-882-7720
Signed: _____ Title: Town Manager

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).

New Tax Entity? YES NO

Montezuma County COUNTY ASSESSOR

Date 11/19/2024

NAME OF TAX ENTITY: TOWN OF DOLORES

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 :

Table with 11 rows listing valuation items and amounts. 1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: \$9,730,300. 2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: \$9,788,660. 3. LESS TOTAL TIF AREA INCREMENTS, IF ANY: \$0. 4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: \$0. 5. NEW CONSTRUCTION: \$18,660. 6. INCREASED PRODUCTION OF PRODUCING MINE: \$0. 7. ANNEXATIONS/INCLUSIONS: \$0. 8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: \$0. 9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND: \$0. 10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1: \$0.00. 11. TAXES ABATED AND REFUNDED AS OF AUG. 1: \$0.00.

- ‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
~ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
Ⓢ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART. X, SEC. 20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Montezuma County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 :

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: \$95,737,392

ADDITIONS TO TAXABLE REAL PROPERTY

Table with 7 rows listing additions to taxable real property. 2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: \$278,526. 3. ANNEXATIONS/INCLUSIONS: \$0. 4. INCREASED MINING PRODUCTION: \$0. 5. PREVIOUSLY EXEMPT PROPERTY: \$0. 6. OIL OR GAS PRODUCTION FROM A NEW WELL: \$0. 7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: \$0.

DELETIONS FROM TAXABLE REAL PROPERTY

Table with 3 rows listing deletions from taxable real property. 8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: \$0. 9. DISCONNECTIONS/EXCLUSIONS: \$0. 10. PREVIOUSLY TAXABLE PROPERTY: \$0.

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
* Construction is defined as newly constructed taxable real property structures.
§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$96,721,492

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$30,999

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.



Town of Dolores, 420 Central Avenue, PO Box 630 Dolores, CO 81323 (970) 882-7720

**FINANCED PURCHASE OF AN ASSET OR CERTIFICATE OF PARTICIPATION SUPPLEMENTAL SCHEDULE TO THE ADOPTED BUDGET
(Pursuant to 29-1-103(3)(d), C.R.S.)
Budget Year 2024**

The supplemental schedule must present information **separately** for all lease-purchase agreements involving real property and all lease-purchase agreements for non-real property.

I. REAL PROPERTY LEASE PURCHASE AGREEMENTS:

Description of Real Property Lease-Purchase(s):		None
Date of Lease-Purchase Agreement(s):		
	Year	Amount
Total amount to be expended for all Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:		N/A
Total maximum payment liability for all Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:		N/A

II. ALL LEASE PURCHASE AGREEMENTS NOT INVOLVING REAL PROPERTY:

Description of Lease-Purchase Item(s): Caterpillar Blade CAT120JOY		
Date of Lease-Purchase Agreement(s): 2018		
	Year	Amount
Total amount to be expended for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:	2024	\$22,849.20
Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:		\$87,292.87
Does this agreement include renewal options? If yes, describe:	No	

Description of Lease-Purchase Item(s): Caterpillar Blade CAT120MT

Date of Lease-Purchase Agreement(s): 2020

	Year	Amount
Total amount to be expended for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:	2024	\$21,187.20
Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:		\$134,343.60
Does this agreement include renewal options? If yes, describe:	No	

Description of Lease-Purchase Item(s): Caterpillar Backhoe CAT416

Date of Lease-Purchase Agreement(s): 2024

	Year	Amount
Total amount to be expended for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:	2024	\$25,101.48
Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:		\$103198.52
Does this agreement include renewal options? If yes, describe:	No	

Description of Lease-Purchase Item(s): Renewable Energy Project, Dolores State Bank

Date of Lease-Purchase Agreement(s): 2021

	Year	Amount
Total amount to be expended for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:	2024	\$12,118.51
Total maximum payment liability for all Non-Real Property Lease Purchase Agreements over the entire terms of all such agreements, including all option renewal terms:		\$72,744.94
Does this agreement include renewal options? If yes, describe:	No	



SALES AGREEMENT

DATE Sep 06, 2023
QUOTE# 260252

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

PURCHASER	TOWN OF DOLORES		
STREET ADDRESS	PO BOX 630		
CITY/STATE	DOLORES, CO	COUNTY	MONTEZUMA CO
POSTAL CODE	81323	PHONE NO.	970 882 7720
EQUIPMENT	RANDY MCGUIRE	PHONE NO.	970 882 7720
PRODUCT SUPPORT	RANDY MCGUIRE	PHONE NO.	970 882 7720
INDUSTRY CODE:	PRINCIPAL WORK CODE: GOVERNMENT (A30)		

Ownership Customer #	26688	Invoice Customer #		Sales Tax Exemption # (if applicable)	N/A	Customer PO Number		Ship Via	Durango
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)										
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>	CSC	<input type="checkbox"/>	LEASE	<input checked="" type="checkbox"/>	
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$127,900.00	CONTRACT INTEREST RATE	6.99	NOTES:				
PAYMENT PERIOD	MONTHLY	PAYMENT AMOUNT	\$2,091.79	NUMBER OF PAYMENTS	60	OPTIONAL BUY-OUT	\$31,200.00			

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 416	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: 511023	SERIAL NUMBER: TBA	SMU: TBA	
416 07A BACKHOE LOADER CFG2	{STANDARD RADIO (12V)	SHIPPING/STORAGE PROTECTION	
LANE 2 ORDER	PLATE GROUP - BOOM WEAR	RUST PREVENTATIVE APPLICATOR	
TRIM PACKAGE 3	GUARD, STABILIZER	416 LANE 2 ZCON	
CONSISTS OF:	END OF CONSISTS	PT, 4WD/2WS PWR SHIFT, PILOT	
CAB, STANDARD	BELT, SEAT, 2" SUSPENSION		
STICK, EXTENDABLE, 14FT, PILOT	TIRES, 12.5 80/19.5L-24, GY		
HYDRAULICS MP, 6FCN/SBKN, PT	STABILIZER PADS, FLIP-OVER		
ENGINE, 70KW, C3.6 DITA, S5	BUCKET-GP, 1.3 YD3, PO		
DISPLAY, STANDARD	LOADER BUCKET PINS		
WORKLIGHTS (8) LED LAMPS	CUTTING EDGE, TWO PIECE		
SEAT, FABRIC	BUCKET-HD, 24", 6.2 FT3		
CONDITIONER, S5 (T4F)	INSTRUCTIONS, ANSI		
PRODUCT LINK, CELLULAR, PLE643	SERIALIZED TECHNICAL MEDIA KIT		
COUNTERWEIGHT, 1015 LBS	COLD WEATHER PACKAGE, 120V		
RIDE CONTROL	PACK, DOMESTIC TRUCK		

TRADE-IN EQUIPMENT		SELL PRICE	
MODEL:	YEAR:	SN:	\$127,900.00
PAYOUT TO:	AMOUNT:	PAID BY:	SUBTOTAL
MODEL:	YEAR:	SN:	\$127,900.00
PAYOUT TO:	AMOUNT:	PAID BY:	DOCUMENT FEE
MODEL:	YEAR:	SN:	\$400.00
PAYOUT TO:	AMOUNT:	PAID BY:	TOTAL
MODEL:	YEAR:	SN:	\$128,300.00
PAYOUT TO:	AMOUNT:	PAID BY:	

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY & COVERAGE	INITIAL <u>PR</u>	<input type="checkbox"/> USED EQUIPMENT COVERAGE	INITIAL
<p>The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months) 416-60 MO/1500 HR PREMIER</p>		<p>All used equipment is sold as is, with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.</p> <p>Warranty applicable:</p>	
<input type="checkbox"/> ALLIED WARRANTY & COVERAGE	SIGNATURE		

Preventative Maintenance:
NOTES:

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

ORDER RECEIVED BY	WAGNER EQUIPMENT CO.	DATE APPROVED AND ACCEPTED ON	PURCHASER
<u>Waters, William</u>		<u>10-19-23</u>	
	REPRESENTATIVE		
	TOWN OF DOLORES		
BY	<u>P-R-L</u>		PURCHASER
	SIGNATURE		
	<u>Town Manager</u>		TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.
2. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.
3. **TIME OF DELIVERY and SHIPPING:** Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.
5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity.
6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.
9. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.
10. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.
11. **FORCE MAJEURE:** a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.
12. **VENUE:** Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE

AR



DIGITAL AUTHORIZATION

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

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

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

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

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

AGREE

DECLINE

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

AGREE

DECLINE

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

TOWN OF DOLORES

Company

Town of Dolores

Company (Print)

Town Manager Paul Reed

Company Representative (Print)

Paul Reed

Signature

Sep 06, 2023

Date

Caterpillar: Confidential Green

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

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

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

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

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

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

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

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

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

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

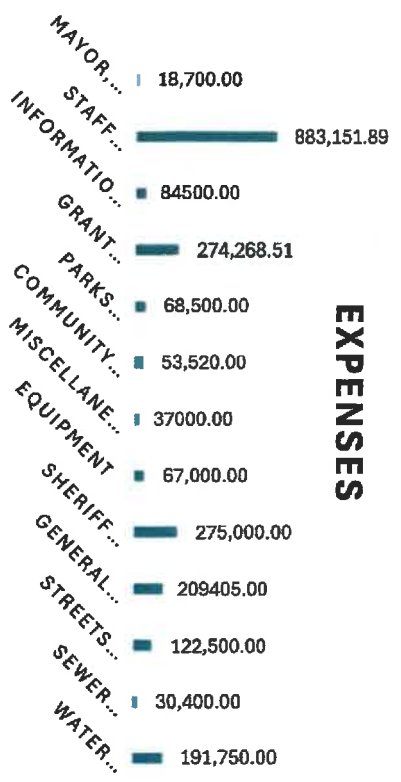
Section 2. Lease-Purchase Agreement. The Board of Trustees hereby approves the Lease-Purchase Agreement as described in "Exhibit A" in the form presented at this meeting, are in the best interests of the Lessee for the acquisition and lease of the solar equipment.

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

Fund Message: The 2025 General Fund budget is primarily derived from property tax and sales tax revenue with a small amount of license and fee revenue and other revenue. The Enterprise Fund Budget is primarily derived from fees related to water and sewer. The Conservation Trust is primarily derived from lottery proceeds. The primary uses are for the categorical expenditures that are laid out. The 2025 budget is more fully funded than the 2024 budget. The budgetary basis of accounting is cash accounting.

	2024 Final Budget	October Actuals	2024 Ammended	2025 Budget
INCOME				
Tax Revenue	930,700.00	891,204.06	1,039,678.66	1,193,750.00
Franchise Revenues	83,300.00	81,061.00	89,826.34	83,000.00
Licenses	36,575.00	30,664.50	35,773.21	35,000.00
Grant Revenues	431,479.81	662,788.58	662,788.58	570,000.00
Conservation Trust Fund	12,000.00	30,183.34	30,183.34	30,000.00
Parks and Rec Revenue	2,500.00	9,493.73	11,075.39	11,000.00
Community Center Revenue	29,034.99	24,570.53	28,663.98	30,000.00
Water and Sewer Revenue	580,582.20	499,760.39	583,020.47	626,000.00
Equipment Sale Revenue	50,000.00	21,157.00	21,157.00	-
Other Revenue Sources	4,200.00	24,527.18	28,613.41	5,000.00
Total Revenue	2,160,372.00		2,530,780.38	2,583,750.00

	2024 Final Budget	October Actuals	2024 Ammended	2025 Budget
EXPENSES				
Mayor, Trustees, and Committees	18,700.00	10,068.30	11,700.98	18,700.00
Staff Salaries and Benefits	711,255.16	710,942.65	829,385.70	883,151.89
Information Technology	162,472.32	75,183.17	87,708.69	84,500.00
Grant Expenses	537,138.34	770,023.79	770,023.79	274,268.51
Parks Expenses	93,300.00	36,774.93	42,901.63	68,500.00
Community Center Expenses	29,648.22	25,639.42	29,910.95	53,520.00
Miscellaneous Expenses	46,100.00	45,962.66	53,620.04	37,000.00
Equipment	150,887.88	196,464.02	229,194.93	67,000.00
Sheriff Expenses	-	18,333.33	18,333.33	275,000.00
General Operations	203,721.61	168,146.44	196,159.64	209,405.00
Streets Operation Expenses	175,500.00	145,654.67	169,920.74	122,500.00
Sewer Operation Expenses	24,600.00	16,253.01	18,960.76	30,400.00
Water Operation Expenses	82,750.00	64,465.54	75,205.50	191,750.00
Total Expenses	2,073,601.21		2,533,026.68	2,315,695.40
Net Revenue	86,770.79		(2,246.30)	268,054.60



Budget Notes:

Removed grant income and expenses related to comp plan. Included funds for new software and logo.
Grant expenses reflect \$86k planned for GOCCO grant related activities
Community Center expenses include new oven, chair covers, and deep clean
Misc. expenses reflects a new liability to address unearned revenue, for refundable deposits
Also includes extra funds for snow removal if extra equipment is needed
Water Operations expense includes new roof.

Fund Balances	2023 End of Year Balance	Actuals on 10/31/2024	Predicted 2024 EOY Balance
General Fund	\$ 902,785.23	\$ 1,013,158.98	\$ 1,181,951.27
Grant Revenues		\$ 137,082.34	
Expenditures		\$ (26,708.59)	
Total		\$ 110,373.75	
Street Fund	\$ 1,031,252.33	\$ 1,068,181.23	\$ 1,246,140.22
Tax Revenues		\$ 46,173.88	
Expenditures		\$ (9,244.98)	
Total		\$ 36,928.90	
Water Fund	\$ 1,644,974.81	\$ 1,724,580.64	\$ 2,011,895.77
User Fee Revenues		\$ 99,794.66	
Expenditures		\$ (20,188.83)	
Total		\$ 79,605.83	
Sewer Fund	\$ 899,157.47	\$ 959,401.39	\$ 1,119,237.66
User Fee Revenues		\$ 63,914.47	
Expenditures		\$ (3,670.55)	
Total		\$ 60,243.92	

**Town of Dolores
Resolution R632
Series 2024**

A RESOLUTION AWARDING CONTRACT TO SGM INC. PLANNING SERVICES AS
REQUIRED BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH &
ENVIRONMENT (CDPHE) STATE REVOLVING FUND (SRF) LOAN PROGRAM AND
AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT FOR SERVICES
OF BEHALF OF THE TOWN

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 is seeking planning services as required by the Colorado Department of Public Health & Environment (CDPHE) State Revolving Fund (SRF) Loan program design services for Phase 2 of the water distribution system identified in the 2018 Water and Sewer Master Plan.

WHEREAS In 2018, SGM prepared a Water and Sewer Master Plan which recommended that the Town of Dolores institute a water distribution system replacement program to continually replace aging and undersized distribution infrastructure over the next 20 years. The Town completed Phase 1 of the water distribution replacement project in 2020. In 2022, SGM was retained by the Town to provide 30% Design Documents for Waterline Replacement Phase 2, a Water Storage Tank 2 site study, cost estimates, and preliminary funding support.

WHEREAS the Town elects to continue using the engineering services of SGM, Inc. for the design and engineering of Phase 2 of the Town’s 2018 Water and Sewer Master Plan.

WHEREAS the Town finds that SGM Inc. has the best value suited to the Town’s situation and purposes in the amount of \$ 402,000 for the design and engineering services identified in SGM Inc.’s fee proposal attached hereto as Exhibit A; and,

WHEREAS the Town’s responsibility will be \$202,000 identified in the fee proposal with the remaining half to be provided from funds awarded by DOLA EIAF 09950 for this purpose in the amount of \$200,000.

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

Section 1. The Town Board of Trustees hereby awards the contract for services for the Project Needs Assessment identified in the 2018 Water and Sewer Master Plan and as set forth in greater detail in Exhibit A, attached hereto, in the amount of \$402,000, committing funds to pay for said services.

Section 2. The Town Manager is authorized to execute a contract with SGM, Inc. for said

engineering services consistent with this resolution.

Section 3. This resolution shall become effective immediately upon its adoption by the Board of Trustees.

Passed, adopted and approved December 9th, 2024.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

November 14, 2024

Leigh Reeves
Town Manager
Town of Dolores, Colorado
601 Central Avenue
Dolores, CO 81328

RE: SGM Scope and Fee for Waterline Improvements Phase 2 Design

The Town of Dolores Waterline Improvements Phase 2 project generally consists of the installation of 10,300 linear feet of 8-inch C900 PVC waterlines between 1st and 6th Streets in Dolores, CO. SGM is pleased to provide you with an itemized scope of work and budget consistent with the project approach presented in SGM's Statement of Qualifications dated April 15, 2024. The Design project timeline is anticipated to be 14 months from project kickoff through loan approval (December 2024 - February 2026).

SCOPE OF WORK:

The following summarizes our proposed scope of services for the Waterline Improvements Ph. 2 project based on the Town's Request for Qualifications #RFQ-24-01 and SGM's understanding of the project design and funding requirements:

Phase 1.0 - Project Management & Meetings

Project management can be the most crucial aspect of these multidisciplinary projects with numerous stakeholders. It will be imperative that all disciplines and stakeholders be identified and appropriately included in the project development process from inception to construction. The primary stakeholders include the Town of Dolores, utility owners, adjacent property owners, funding agencies, and review agencies such as Colorado Department of Public Health & Environment (CDPHE) and Colorado State Historic Preservation Office (SHPO); secondary stakeholders may include any other community advisory groups. Our proposed scope of work includes multiple coordination and design review meetings with Town staff, stakeholders, and subconsultants throughout the design process. In-person meetings will include the Kickoff Meeting, Existing Conditions Map Review Meeting, 60% Design Review Meeting, 90% Design Review Meeting, and (2) additional meetings as needed. Monthly progress update memos will be provided to the Town and will include descriptions of work performed, planned work, critical issues, schedule, and budget updates.

Deliverables:

- Milestone Meeting Agendas and Minutes (assume 5)
- Monthly Progress Reports provided with invoices

Cost Estimate: \$36,000

Phase 2.0 - Initial Project Development

All field surveying, existing utility locating investigations, geotechnical investigations, and environmental investigations will be performed during the initial project development phase. Utility coordination will occur throughout the project design to identify and accurately show all existing utilities in the plans. Phase 2.0 includes the following tasks:

2.1 Topographical Survey. SGM will utilize our in-house, Durango-based survey team to provide an existing conditions map of the project area. The finished survey map will show all above-grade improvements within a 20-foot-wide corridor, centered on the existing waterline or proposed waterline alignment. Underground utilities will be mapped by SGM's Subsurface Utility Engineering team. The finished survey drawing will show all improvements within the survey corridor. Topography will be expressed in 1-foot contour intervals, and spot elevations will be given where needed. SGM will calibrate to the previous Waterline Phase 1 project on Highway 145, therefore the finished drawing will be on the same coordinate system as the adjacent Phase 1 waterline project. A sufficient amount of boundary research and monument search work is included in this scope to place specific critical boundary lines and adequately verify and/or adjust County GIS parcel data. This effort would likely focus on areas where the pipeline is very close to property lines and should not be considered a replacement for boundary surveys if easements or legal documents need to be produced. We anticipate one legal easement will be obtained for this project and included labor for one property boundary survey, easement exhibit, and legal description for this proposed utility easement. SGM's scope does not include legal fees associated with the utility easement acquisition.

Deliverables:

- CAD Basemap with site topography and surface features such as signage, above-grade utilities, vegetation, and driveways
- One (1) property title search, utility easement exhibit, and legal description (PDF)

Cost Estimate: \$46,000

2.2 Subsurface Utility Engineering (SUE). The scope of services identified below provides for a QLA, QLB, QLC, and QLD investigation. As part of the SUE investigation for this project, SGM will work on the following tasks:

- A. **QLC & QLB Investigation.** The QLC field investigation will cumulatively entail the already received QLD existing mapping records, surveying the above-ground features (e.g. water valves, manholes, hydrants, utility poles, pedestals, etc.), and measuring the inverts of manholes (sanitary and storm) where pipe segments are within and in proximity to the project scope area. In addition to independent investigations, SGM will coordinate field meetings with the local utility providers and obtain additional anecdotal and institutional knowledge from the appropriate parties.

SGM's QLB utility field investigation will utilize its suite of geophysical tools and methods to designate underground and overhead utility facilities within the project scope area. SGM staff will employ the ProStar PointMan software in conjunction with traditional survey-grade equipment and pipe & cable locating equipment to locate and survey these underground utility facilities. This workflow can eliminate the need for painting and flagging the ground (where the GPS capabilities are appropriate between the buildings) because the underground line is being surveyed and located simultaneously with additional metadata (such as signal strength, approximate depth, etc.) for immediate and post-field work analysis. SGM has been using this system for two years now, and it has yielded high-quality results in an efficient manner.

B. Subsurface Utility Engineering (SUE) QLA Investigation. As the proposed utility horizontal alignments of the project become solidified, SGM will begin identifying key locations where additional information is needed. This will prompt a QLA utility test hole investigation, a.k.a. potholing. A utility test hole plan will be created with the design team and other stakeholders. SGM has assumed 20 potholes will be needed for the project. We have assumed 3 days of potholing activities. SGM will hire a local contractor to provide hydrovac excavator services (and traffic control as needed). SGM will supervise the hydrovac excavation effort for efficient excavation and coordinate any traffic control or access requirements to perform the work. SGM will also support the hydrovac operation with utility locating assistance and record the utility test holes information, such as the depth, size, material, condition, and any other information that can be obtained. This data will be converted into CAD point data for review in the office.

Deliverables:

- CAD Basemap with surveyed/located utility lines with designated quality levels
- Sealed Existing Utility Plans

Cost Estimate (all SUE tasks): \$125,000-\$145,000, pending quantity of test hole locations

2.3 Environmental Reviews. Before State Revolving Fund loan execution, consultation with the State Historic Preservation Office (SHPO) is required pursuant to the Colorado State Register Act - Colorado Revised Statute (CRS) 24-80.1 - as amended. Based on a file search of the Colorado Inventory of Cultural Resources within the project area, it appears that six properties are present within or adjacent to the project area that could be adversely affected. Although historical and archaeological properties were identified in the SHPO file search, we believe the underground water distribution upgrades in the Right-of-Ways would not impact these historic properties. Consultation will be required to show that the proposed waterlines will not adversely affect the historic properties in Dolores. Note that if SHPO requires a Class II cultural resource inventory, then we will negotiate a request for additional scope and fee accordingly. Additionally, a floodplain development permit from the Town of Dolores may be required by the funding agencies because the project area is within the floodplain.

Deliverables:

- Class I cultural resource desktop inventory
- Summary letter to SHPO in support of the project with Class I results, photographs, maps and recommendations
- Floodplain development permit

Cost Estimate: \$11,000

2.4 Geotechnical Investigation. Trautner Geotech will serve this project from their Cortez office and provide geotechnical engineering services. Trautner Geotech proposes to log fifteen (15) to twenty (20) auger borings to depths of approximately 5 feet unless there is refusal due to groundwater or bedrock. Samples will be obtained for laboratory testing. A geotechnical report will be prepared and will guide the utility excavation, backfill design, and road surface design (pavement and gravel roads).

Deliverables:

- Geotechnical engineering report

Cost Estimate: \$18,000

Phase 3.0 – Utility Design

The primary goal of the engineering design effort is to upsize and replace buried waterlines and install new waterline loops to the extent possible. It is anticipated that most of the work will be limited to within the existing ROW except for Town-owned property (Joe Rowell Park) and one proposed private property. Phase 3.0 includes the following tasks:

- A. Water Line Design. SGM will collaborate with Town staff to gain an in-depth understanding of the Town’s objectives, requirements, and adjacent water infrastructure, which the proposed water system will integrate with. Using acquired SUE data, we will examine the specifics of the tie-ins and establish both the horizontal and vertical alignments required for the water main and service reconnections. All water mains shall have a minimum cover of 48 inches from the top of pipe to the finished surface grade. Water mains shall parallel the surface topography as closely as reasonable through the use of longitudinal bending of the pipe or deflection of pipe joints, or through the use of fittings where abrupt depth changes are necessary. Water mains shall parallel the existing water mains and the existing water mains will be abandoned. Three or four valve clusters will be installed at waterline intersections. Fire hydrants shall be installed as required to meet current fire flow requirements.
- B. Roadway Design. Generally, existing grades will be met or improved where possible to improve any existing drainage issues. Prior to the start of design, SGM will have discussions with the Town and stakeholders to confirm the intention of all cross-sectional elements. We assumed disturbed waterline trenches only will be patched back rather than expanding the roadway design to replace the full width of the roadway.
- C. Bid Documents. SGM will advance the 90% design plans to bid level based on comments received after the 90% Plan Set submittal. SGM will prepare contract documents and technical specifications for the project based on Engineers Joint Contract Documents Committee (EJCDC) standard documents. State and federal funding agency requirements such as Build America-Buy America, Davis-Bacon wages, and Disadvantaged Business Enterprise program requirements will be incorporated into the bid documents.
- D. Bid Support. SGM will provide continued technical support throughout the bid solicitation period. In this stage, the project team will assist the Town from the time of advertisement to the time of the award. SGM will assist the Town in conducting the Pre-Bid meeting, preparing the required bidding addenda, and evaluation of bids received.

Deliverables:

Preliminary Design Phase (60%)

- Preliminary Design Plans
 - Cover Sheet w/project location map
 - General Notes, Abbreviations
 - Existing Utility Plans
 - Water Plan and Profiles
- Preliminary Engineer’s Opinion of Probable Costs

Final Design Phase (90%)

- Town Review Comment Summary
- Final Design Plans

- Further develop all plans from 60% Plans
- Construction Details
- Final Engineer's Opinion of Probable Project Cost

Bid Documents (100%)

- For Bid Plans
- Contract Documents
- Technical Specifications including incorporation of Funding Agency requirements
- Construction Opinion of Probable Cost

Bid Phase

- Final bid advertisement
- Addenda, as required
- Contract award recommendation letter
- Notice of Award for Town execution

Cost Estimate: \$130,000

Phase 4.0 – Funding Acquisition Assistance

The goal of this phase is to help the Town of Dolores successfully acquire project financing through the State's Drinking Water Revolving Loan Fund with as much Bipartisan Infrastructure Law principal forgiveness as possible. Additionally, SGM will support the Town with financing through the Department of Local Affairs' Energy and Mineral Impact Assistance Fund and through the Environmental Protection Agency's Community Grant program which administers the earmarked Congressionally Directed Spending (\$750,000). The Town will lead and submit all funding applications as it will need to prepare most of the financial information required for the application. SGM will provide technical and cost information as required. The goals are to submit a DOLA EIAF Tier II grant application in August 2025, a loan application in October 2025, and receive EPA Community grant execution prior to construction starting tentatively in Spring 2026. Phase 4.0 includes the following tasks:

A. CDPHE SRF Loan Assistance

- Coordinate with subconsultants and funding agencies to satisfy the required environmental consultation and approvals.
- Prepare for and lead an SRF-required and EPA-required public meeting. This meeting is typically scheduled after environmental reviews and SHPO consultation are complete.
- Assist the Town with the preparation and submission of an SRF loan application.

B. EPA Community Grant Assistance

- Assist the Town in finalizing Work Plan for grant application.
- Review Town's procurement policy for compliance with EPA Community Grant program. Support with amending Town's procurement policy, if needed.

●

C. DOLA EIAF Assistance

- Assist with awarded Tier I (\$200,000) design grant quarterly reporting, reimbursement requests, and closeout reporting by providing technical information and cost review.
- Assist with Tier II (\$1M) grant application in the second grant cycle of 2025. SGM will provide significant content toward application completion. We did not scope time to attend the DOLA grant application hearing.

Cost Estimate: \$22,000

Exclusions

Construction engineering support is not included. We anticipate construction engineering will be needed for construction contract finalization, conformed contract documents, submittal reviews, review of changes to the design, coordination of change orders, construction questions, and clarifications of the contract documents. These services will be scoped under a construction services engineering contract.

Estimated Schedule

The following table shows a tentative design schedule for this project. Schedule variables include the notice to proceed date, subsurface utility investigation, and funding or review agency response times. The entire project is expected to be designed together through the preliminary and final phases to ensure project uniformity.

Task	Timeframe
Notice of Award (Estimated)	December 2024
Project Kickoff Meeting	December 2024
Topographic Survey	January-February 2025
SUE QLB/QLC Field Investigation	February 2025
Preliminary Design (30)	March-May 2025
Preliminary Design Submittal (30)	May 2025
Preliminary Design Review Meeting	May 2025
SUE QLA Field Investigation (Potholes)	June 2025
Final Design (90)	July-September 2025
Submit DOLA EIAF Tier II Application	August 2025
Final Design Submittal (90)	September 2025
Final Design Review Meeting	September 2025
Final Design Submittal to CDPHE	September 2025
Submit SRF Loan Application	By October 5, 2025
100% Submittal	November 2025
Advertise Bid Documents	November 2025
Construction Begins	Spring 2025

Fee Estimate

The overall anticipated project costs are presented below by project phase. A detailed man-hour, task, and fee breakdown is available upon request. The project cost is based on the scope of the RFQ.

Cost Breakdown by Phase					
Phase		SGM Hours	SGM Labor	Subconsultants & Expenses	Total Cost
1.0	Meetings and Project Management	210	\$36,000		\$36,000
2.0	Initial Project Development (<i>Includes Survey, Subsurface Utility Engineering, Hydrovac Contractor, Cultural Resources & Geotechnical</i>)	945	\$155,000	\$52,000	\$207,000
3.0	Utility Design (<i>Includes Water Design, Bid Documents, and Bid Phase Support</i>)	826	\$130,000		\$130,000
4.0	Loan/Grant Acquisition Assistance	118	\$21,000		\$21,000
5.0	Reimbursable Expenses (<i>Includes Travel Expenses</i>)			\$8,000	\$8,000
PROJECT TOTALS		2,099	\$343,000	\$60,000	\$402,000

Please contact me if you have any questions about this proposal or require further information. We appreciate the opportunity to support the Town on this important water project.

Sincerely,
SGM



Catherine Carella, PE
 Project Manager
 970.403.0952
catherinec@sgm-inc.com



AGREEMENT FOR PROFESSIONAL SERVICES

Date: 11/14/2024 Project Name: Design Waterline Ph. 2 Improvement
Client Name: Town of Dolores Description: Survey, Design, Bid, Funding W
Address: 601 Central Ave Contact Person: Leigh Reeves
City: Dolores Project Manager: Catherine Carella
State & Zip: CO 81323 SGM Project No.: _____
Phone: 970-882-7720 Client Email Address: leigh@townofdolores.com
Mailing Address (if other than above): PO Box 630

Client requests and authorizes SGM to perform the following services:
Scope of Work: (including assumptions, Client responsibilities, limitations & exclusions) _____
See Proposal dated 11/14/2024

Description of Property: (including owner's name, address & phone) _____
Town Right of Way and various properties within Town of Dolores between Water Dock and 6th Street

Time & Compensation by Client to SGM will be on the basis of: (Time & Materials per current Fee Schedule, Lump Sum, Per Proposal, etc.) _____
Time & Materials per Fee Schedule, Not to Exceed \$402,000

When compensation is on a cost-reimbursable basis, a service charge of **10%** will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to SGM's compensation when invoicing Client.

Other Terms:
Services covered by this Agreement will be performed in accordance with the attached Provisions along with any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement to be effective as of the date first above written.

CLIENT
BY: _____
NAME: Leigh Reeves, Town Manager
(PLEASE PRINT)
DATE: _____

SGM
BY: _____
NAME: Catherine Carella
(PLEASE PRINT)
DATE: _____

CLIENT'S REPRESENTATIVE
BY: _____
NAME: Tammy Neely, Town Clerk
(PLEASE PRINT)
DATE: _____

Provisions

1. Authorization to Proceed

Execution of this Agreement by Client will be authorization for SGM to proceed with the Project, unless otherwise provided for in this Agreement.

2. Billing Rates

Both parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis and shall be in addition to any budget, bid or maximum price agreement for the above-described Scope of Work. Fee adjustments shall be made accordingly for delays and interruptions not the fault of SGM.

3. Direct Expenses

SGM Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, courier services, equipment materials and supplies; (2) SGM's current standard rate charges for direct use of SGM's vehicles, computing systems, word processing and printing.

4. Standard of Care

Services performed under this Agreement are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by the interpretation of consulting services or by furnishing oral or written reports of the findings made. SGM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

5. Termination

This Agreement may be terminated for convenience on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, SGM will be paid for all authorized work performed up to the termination date plus any related closeout costs such as copying of files, blueprints copies, etc... If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

6. Payment to SGM

All fees, commissions, product charges and expenses invoiced shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1½ percent per month (18.0 % A.P.R.). In the event any sum is not timely paid, SGM shall be entitled to the recovery of all costs of collection, including reasonable attorney's fees and expenses. In addition to any right and remedy conferred hereunder or by law, SGM shall specifically have the right to assert a lien on the property described above. Client agrees that all invoices not objected to in writing within fifteen (15) days of receipt are assumed to be final and binding upon the parties as to the amount due, the adequacy of SGM's performance and the value of the services provided to Client.

7. Venue

This Agreement is subject to the Laws of the State of Colorado, the venue of the County of La Plata shall control any proceedings arising in the transaction described herein.

8. Insurance

SGM shall secure and maintain throughout the full period of this Agreement, sufficient insurance to protect itself adequately from claims made by its employees under applicable Workers' Compensation Act and from claims of bodily injury, death or property damage as may arise from the performance of services under the Agreement. Client must obtain its own insurance. SGM will, upon request, file certification of such insurance coverage with Client or authorized representative.

9. Limitation of Liability

The liability of SGM, for any actions, damages, claims, demands, judgments, losses, costs and expenses arising out of or resulting from the negligent acts, errors or omissions of SGM is limited to the proceeds of liability and/or errors and omissions insurance available to SGM. The parties understand and agree that SGM is not serving as a contractor hereunder and nothing shall be construed as imposing on SGM any duty or obligation to have authority over Contractor's work, nor shall SGM have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

10. Indemnity

Client and SGM each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, claimed by third parties to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and SGM, they shall be borne by each party in proportion to their respective negligence.

11. Ownership of Documents

All documents prepared or furnished by SGM pursuant to this Agreement are instruments of SGM's professional service, and SGM shall retain an ownership and property interest therein. SGM grants Client a license to use instruments of SGM's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SGM's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SGM harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

12. Consequential Damages

Neither party shall be entitled to recover any indirect, special, incidental, consequential, punitive, exemplary, remote or speculative damages or damages for lost profits of any kind arising under or in connection with this order or the transactions contemplated hereby, except to the extent such damages relate to the gross negligence or willful misconduct of such party.

13. Client-Supplied Information

SGM is entitled to rely on information supplied by the Client or other consultants retained directly by the Client. SGM has no obligation to verify the accuracy or completeness of Client-supplied information but will bring to the Client's attention any discovered discrepancies.

14. Miscellaneous Provisions

When included in SGM's scope of services, opinions or estimates of probable construction cost are prepared on the basis of SGM's experience and qualifications and represent SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's opinions or estimates of probable construction cost.

When SGM's scope of services include design engineering for a construction project:

- SGM shall review laws, codes, and regulations applicable to the engineering services.
- SGM shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.
- SGM shall only be responsible for those construction phase services expressly agreed to in the written Scope of Work. Client (or others) shall be responsible for all other construction phase issues.
- SGM's certification of the amounts due the contractor shall constitute a representation that to the best of the SGM's knowledge, information and belief, the quality of the work is in accordance with the construction Contract Documents.
- SGM may review shop drawings "for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents." This review will not relieve the contractor or Client from the responsibility for errors or deviations from the construction Contract Document requirements.
- Construction "Contract Documents" include: Advertisement For Bid, Instructions To Bidders, Bid, Agreement, General Conditions, Supplementary General Conditions, Notice of Award, Notice To Proceed, Change Order, Drawings, Specifications and Addenda.



Fee Schedule January 2025
Hourly Rate*

PRINCIPAL ENGINEER	\$250	SENIOR CADD/GIS.....	\$166
SENIOR ENGINEER III	\$234	CADD/GIS III	\$144
SENIOR ENGINEER II	\$218	CADD/GIS II	\$130
SENIOR ENGINEER I	\$199	CADD/GIS I	\$106
ENGINEER IV	\$180		
ENGINEER III	\$165	CONSTRUCTION MANAGER	\$157
ENGINEER II	\$140	CONSTRUCTION TECHNICIAN II	\$144
ENGINEER I	\$121	CONSTRUCTION TECHNICIAN I	\$130
SENIOR PROJECT MANAGER	\$179		
PROJECT MANAGER	\$166	PRINCIPAL SURVEYOR II	\$199
		LAND SURVEYOR III	\$182
PRINCIPAL SCIENTIST	\$249	LAND SURVEYOR II	\$164
SENIOR CONSULTANT II	\$213	LAND SURVEYOR I	\$148
SENIOR CONSULTANT I	\$180	SURVEY TECHNICIAN III	\$132
SCIENTIST III	\$150	SURVEY TECHNICIAN II	\$119
SCIENTIST II	\$125	SURVEY TECHNICIAN I	\$107
SCIENTIST I	\$108	FIELD SURVEY (1-Man Crew)	\$179
SCIENTIST TECHNICIAN III	\$90	FIELD SURVEY (2-Man Crew)	\$238
		SUE FIELD PROJECT MANAGER	\$216
PRINCIPAL CONSULTANT	\$249	SUE FIELD TECHNICIAN	\$150
SENIOR CONSULTANT II	\$213		
SENIOR CONSULTANT I	\$177	EXPERT TESTIMONY	\$380
CONSULTANT III	\$149		
CONSULTANT II	\$130		
CONSULTANT I	\$116		
TECHNICIAN III	\$100		
TECHNICIAN II	\$85		
TECHNICIAN I	\$72		
CLERICAL	\$92		

*There is 10% upcharge to the rates shown for electrical engineering and a 5% upcharge for water resources work

REIMBURSABLES

<u>Equipment</u>	<u>Rate</u>
Vehicle Mileage	Current IRS Standard Mileage Rate
ATV / Snowmobile	\$125.00/day
UTV	\$250.00/day
Flow Tote	\$125.00/day

Reproduction

Black & White Plots	\$5.50/sheet
Mylar Plots	\$19.00/sheet
Color Plots	\$30.00/sheet
Photocopies	\$0.25/page

Miscellaneous

10% will be added to all direct expenses, including FedEx, special delivery and courier charges, special consultants, subcontractors, laboratory tests, airfare, lodging, meals, car rental, telephone, outside printing expense, etc. **Interest of 1.5% per month will be charged for invoices past 30 days.**

**Town of Dolores
Resolution No R633
SERIES 2024**

A RESOLUTION AWARDING CONTRACT TO CASELLE

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 of Dolores needs a reliable, stable accounting system for now and the future; and,

WHEREAS, the current town accounting system is insufficient to keep up with State of Colorado requirements; and,

WHEREAS, Caselle, a Utah company, is known for providing competent accounting hosting services and is best suited to provide these services for the Town.

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

Section 1. The Town Board of Trustees hereby authorizes the Town Manager to engage the services of Caselle, Inc on Exhibit 1 attached hereto not to exceed \$24,000 per year with an initial cost of \$31,177. First payment of \$15,589 due by December 31st, 2024 and the second payment of \$15,588 due by December 31st, 2025. Monthly module use charges do not commence before town staff are fully trained, and all modules are working as expected.

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

Passed, adopted, and approved December 9th, 2024

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely



Caselle® Hosted Software & Services Proposal

Town of Dolores, CO

December 3, 2024

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle® Hosted Software & Services Proposal
Town of Dolores, CO
December 3, 2024

Proposal Summary

License Type	Hosted
Total Training	\$12,475
Total Setup	7,950
Total Conversion	10,752
Total Investment	\$31,177

The payments will be due based on the following schedule:

- 1st payment of \$15,589 is due before December 31, 2024
- 2nd payment of \$15,588 is due before December 31, 2025

Monthly Hosted Maintenance & Support will be \$2,073.

I have read and agree to all terms & conditions proposed herein. I understand if the Town of Dolores is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date



Caselle® Hosted Software & Services Proposal
Town of Dolores, CO
December 3, 2024

Proposal Detail

Caselle® Application Software	License Type	Training	Setup	Conversion	Total
General Ledger	Hosted	\$2,250	\$700	\$5,000	\$7,950
Budgeting	Hosted	Included	-	-	-
Bank Reconciliation	Hosted	Included	-	2,000	2,000
miExcel GL	Hosted	Included	1,000	-	1,000
Accounts Payable	Hosted	550	500	640	1,690
Purchases & Requisitions	Hosted	550	-	-	550
Accounts Receivable	Hosted	1,100	500	1,500	3,100
Utility Management	Hosted	3,375	1,500	1,112	5,987
Utility Electronic Reading Interface	Hosted	Included	250	-	250
Utility Service Orders	Hosted	550	500	-	1,050
Online Mapping	Hosted	-	-	-	-
Utility/Service Orders Web Services	Hosted	-	-	-	-
Cash Receipting	Hosted	550	500	-	1,050
Cash Receipting Web Services	Hosted	-	-	-	-
Asset Management	Hosted	550	500	500	1,550
Caselle Document Management	-	3,000	2,000	-	5,000
Zonal OCR	-	-	-	-	-
Four (4) Concurrent User Licenses	Included	-	-	-	Included
Grand Total	-	\$12,475	\$7,950	\$10,752	\$31,177

Notes:

1. Training will take place at Caselle. We offer several options for training: at our location in Provo Utah, Onsite and Online. We offer a significant discount to come to our location for training and have found that taking you out of your environment helps avoid interruptions and can be the most beneficial. Some sites request a combination of all three. We encourage training at Caselle but are more than happy to do what works best for you and your staff.
2. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), two (2) Concurrent User Licenses, two (2) Advanced Workflow Licenses and the Caselle Integration.
3. If during the Implementation the Pre-Live and Go-Live needs to be re-scheduled you may be subject to additional charges up to \$10,000 depending on frequency and reason.

Caselle allocates resources and staffing to accomplish your implementation in a timely manner. When hard dates are set and missed it affects multiple projects and requires more time and resources.
4. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

Caselle® Hosted Software & Services Proposal
Town of Dolores, CO
December 3, 2024

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 - 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Caselle® Hosted Software & Services Proposal
Town of Dolores, CO
December 3, 2024

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

2,500 accounts are included

**Bank Reconciliation
Data Conversion**

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

4 bank accounts are included

Caselle® Hosted Software & Services Proposal
Town of Dolores, CO
December 3, 2024

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

320 vendors are included

Purchases & Requisitions Setup

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Accounts Receivable Setup

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures.
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.

750 accounts are included

Caselle® Hosted Software & Services Proposal
Town of Dolores, CO
December 3, 2024

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
 - All appropriate transactions for balancing the billing will be converted.
 - Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
 - Caselle will provide reports of the converted data for auditing purposes.
- 556 meters or customers are included**

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Caselle[®] Hosted Software & Services Proposal
Town of Dolores, CO
December 3, 2024

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

CASELLE, INC.
Software as a Service Agreement

Caselle, Inc.
1656 S East Bay Blvd
Suite 100
Provo, UT 84606

Town of Dolores
601 Central Ave
PO Box 630
Dolores, CO 81323

TERMS OF SERVICE

These Terms of Service constitute an agreement (this "Agreement") by and between Caselle, Inc., a Utah Corporation, ("Provider") and the Town of Dolores, CO, ("Recipient").

1. Definitions.

- (a) "Account" refers to the Service plans and features selected by Recipient at the time of this Agreement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider.
- (b) "AUP" refers to Provider's acceptable use policy as described in Schedule B.
- (c) "Authorized Representative" refers to an individual who is authorized under applicable law to bind and/or consent on behalf of the Provider or Recipient.
- (d) "Data Policy" refers to Provider's standard data deletion policy as described in Schedule A of this Agreement.
- (e) "Effective Date" refers to the date of this Agreement.
- (f) "Materials" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) "Recipient Data" refers to data in electronic form input or collected through the Service by or from Recipient.
- (h) "Service" refers to Provider's hosted version of the Caselle Connect software. The Service includes such features as are set forth on Provider's website (www.caselle.com), as Provider may change such features from time to time, in its sole discretion.
- (i) "Service Failure" refers to an event during which Recipient is unable to access or use the Service for more than four (4) hours.

2. Service & Payment.

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect.

- (b) *Payment.* Upon completion of data conversion and training, Recipient will pay Provider a monthly Service fee of \$2,073.00. The Service fee will be considered due five (5) days before the start of the calendar month of Service.

3. Service Level Agreement.

In the event of any "Service Failure," as that term is defined above, Provider will issue Recipient a credit. Credit will be 10% of the Recipient's monthly Service fee. Credits issued will apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the Recipient's sole remedy for the Service Failure in question. Provider shall not be liable for service failures caused by factors beyond the reasonable control of the Provider, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties.

4. Materials, Software, & IP.

- (a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient's use of the Service.
- (b) *Intellectual Property in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

- (a) *AUP.* Recipient will comply with the AUP. In the event of Recipient's material breach of the AUP, including without limitation any copyright infringement, Provider may suspend or terminate Recipient's access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to take any such action it sees fit.
- (b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

6. Each Party's Warranties.

- (a) *Recipient's Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law.
- (b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened

claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

- (c) *Disclaimers.* Except for the express warranties specified in this section, THE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Limitation of Liability.

IN NO EVENT: (a) WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 60 DAYS OF SERVICE; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 7, Provider's liability will be limited to the maximum extent permissible.

8. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient's prior written consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider's use and possession thereof is solely as Recipient's agent.
- (c) *Retention & Deletion.* Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction.* Provider agrees that violation of the provisions of this Section 8 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

9. Term & Termination.

- (a) *Term.* This Agreement will continue for one (1) year following the Effective Date (a "Term"). Thereafter, this Agreement will renew for subsequent terms ("Terms") of thirty (30) days, unless

either party notifies the other of its intent not to renew thirty (30) or more days before the beginning of the next Term.

- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient's address at Town of Dolores, 601 Central Ave, PO Box 630, Dolores, CO 81323, and such notices will be deemed received ten (10) days after they are sent. Recipient may send notices pursuant to this Agreement to Caselle, Inc, 1656 S East Bay Blvd, Suite 100, Provo, UT 84606, and such notices will be deemed received ten (10) days after they are sent.
- (b) *Amendment.* Provider may amend this Agreement (including the SLA and Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 9 above). Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, Provider may amend the AUP or Privacy Policy at any time by posting a new version at its website and/or sending Recipient notice thereof, and such amended version will become effective 30 business days after such notice is sent.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed and construed solely by the laws of the State of Utah, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the state courts of Utah.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices.* Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching "parental control protection" or similar terms.
- (j) *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of any accompanying schedule, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.
- (k) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Note: The attached proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of the Agreement. Each party has caused this Agreement to be executed by its duly Authorized Representative.

CASELLE, INC.

TOWN OF DOLORES

By: 

By:

Name: Larry Hutchings

Name:

Title: President

Title:

Date: December 3, 2024

Date:

Schedule A – Data Policy

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient's prior written consent, Provider: (i) will not access or use data in electronic form collected through the Services from Recipient's customers or other third parties, or collected or accessible directly from Recipient, (collectively, "Data") other than as necessary to facilitate the Services; and (ii) will not give any third party access to Data. Notwithstanding the foregoing, Provider may disclose Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider's use and possession thereof is solely as Recipient's agent.
- (c) *Retention & Deletion.* Provider will retain any Data in its possession until Erased. Provider will Erase: (i) all copies of Data promptly after Recipient's written request; and (ii) all copies of Data no sooner than 90 days after termination of this Agreement and no later than 120 days after such termination. Promptly after Erasure pursuant to this Subsection (c), Provider will certify such Erasure in writing to Recipient. ("Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- (d) *Individuals' Access.* Provider will not allow any of its employees to access Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider's obligations set forth in this Section.
- (e) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Data.
- (f) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Data (any "Leak") that comes to Provider's attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider's expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider's expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection (f) are in addition to any others Recipient may have.

Schedule B – Acceptable Use Policy

A. Unacceptable Use

Provider requires that all customers and other users of Provider's service (the "Service") conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.
- 2) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 3) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 4) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 5) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the Recipient's use of the Service or legal action. In addition, the Recipient may be required to pay for the costs of investigation and remedial action related to AUP violations.

C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it to the following address: Caselle, Inc. 1656 S East Bay Blvd, Suite 100, Provo, Utah 84606. Please provide the date and time of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Provider may change this AUP at any time by posting a new version on its website (www.caselle.com) or by sending the Recipient written notice thereof. The new version will become effective on the date of such notice.