



**AGENDA
DOLORES COLORADO**

TOWN BOARD OF TRUSTEES MEETING

FEBRUARY 24TH 2025, 5:30 P.M. WORKSHOP 6:230 P.M. MEETING

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

WORKSHOP: 5:30 P.M.:

1. Town of Dolores clean up days.
2. Fire Mitigation
3. Code Enforcement

BOARD MEETING 6:30 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ACTION/APPROVAL OF THE AGENDA **Trustees: Need a motion and a 2nd. To approve the agenda.**
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 **Liquor License Renewal:** A tavern liquor license renewal for Lindo Michoacan LLC, located at 104 S. 2nd street in Dolores.

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 Managers Report: Leigh Reeves

9.2 Attorneys Report: Jon Kelly: Marijuana Ordinance discussion

9.3 Treasurers Report: Kelley Unrein

9.4 Commissioner: Jim Candelaria

10. TRUSTEES REPORTS AND ACTIONS: Please keep comment to 5 minutes

10.1 Mayor Chris Holkestad

10.2 Trustee 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 APPROVAL:

11.1 Discussion/Possible action second reading of Ordinance 583 Series 2025 Empire Electric Association Franchise agreement. **Trustees: Need a motion and a 2nd to approve**

11.2 Discussion/Possible Action first reading of Ordinance 584 Series 2025 repealing ordinance 543 Series 2020 the emergency ordinance concerning the corona virus (COVID-19). **Trustees: Need a motion and a 2nd to approve the first reading**

11.3 Discussion/Possible Action first reading of Ordinance 585 Series 2025 repealing Ordinance 544 Series 2020 providing virtual meetings and providing for its adoption as an emergency ordinance but making permanent certain provisions for participation in public meetings by virtual means. **Trustees: Need a motion and a 2nd to approve the first reading**

12. DISCUSSION/POSSIBLE ACTION OF RESOLUTIONS

12.1 Approval Resolution R646 Series 2025 supporting the application for a grant from the Colorado Division of Homeland Security and Emergency Management and the Colorado Department of Local Affairs to prepare a stormwater mitigation plan.

Trustees: Need a motion and a 2nd to approve

13. ADMINISTRATIVE BOARD BUSINESS:

13.3 Discussion/Possible Approval of Goose Port in the park and change of lease agreement.

14. UPCOMING BOARD, COMMITTEE AND SPECIAL GROUP MEETINGS:

14.1 Planning and Zoning Meeting March 4th, 2025, 6:30 p.m.

14.2 Board Meeting March 10th, 2025, 5:30 p.m.

14.3 Dolores Parks/Playground Advisory Meeting March 13th, 2025, 6:00 p.m.

14.4 Board Coffee March 22nd, 2025, 9 a.m. to 11:00 a.m. Community Center

14.5 Board Meeting and Workshop March 24th, 2025, 5:30 p.m.

14.6 Dolores Community Center Committee Meeting March 25th, 2025, 6:00 p.m.

15. ADJOURNMENT:

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

CONSENT A

Submit to Local Licensing Authority

LINDO MICHOACAN LLC
10745 ROAD G P.O. BOX
175
Cortez CO 81321

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	750.00

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

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

- Paid by check
 Paid Online

Uploaded to Movelt on Date

[Empty box for upload date]

Licensee Name

LINDO MICHOACAN LLC

Doing Business As Name (DBA)

LINDO MICHOACAN LLC

Liquor License Number

03-18461

License Type

Tavern (city)

Sales Tax License Number

95480117-0000

Expiration Date

04/23/2025

Due Date

03/09/2025

Business Address

Street Address

104 SOUTH 2ND STREET

Phone Number

9703175284

City, State, ZIP Code

Dolores CO 81323

Mailing Address

Street Address

10745 ROAD G P.O. BOX 175

City, State, ZIP Code

Cortez CO 81321

Email

Ariasmary27@yahoo.com

Operating Manager

Ma de los Angeles Arias Lopez

Date of Birth

[Redacted date]

Name (Individual/Business)

LINDO MICHOACAN LLC

Social Security Number/Tax Identification Number

32-0006-002

Home Phone Number

970-882-3536

Business/Work Phone Number

Street Address

104 S. 2ND

City

Dolores

State ZIP Code

CO

81323

Printed name of person signing on behalf of the Applicant/Licensee

Madelos Angeles Arias Lopez

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Angela Arias Lopez

2.11.25

Privacy Act Statement

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

Tax Check Authorization, Waiver, and Request to Release Information

I, MA DE LOS ANGELES ARIAS LOPEZ

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

MA DE LOS ANGELES ARIAS LOPEZ

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... Yes No

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Ma de los Angeles Arias Lopez

Title

Manager

Signature

Angela Arias Lopez

Date (MM/DD/YY)

1-12-2025

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Home Address

Street Address		Phone Number
104 South 2nd St		970-882-3536
City	State	ZIP Code
Dolores	CO	81323

1. Do you have legal possession of the premises at the street address? Yes No

Are the premises owned or rented?

Owned

Rented*

*If rented, expiration date of lease

11-8-2024

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.



Town Manager's Report

Date: February 20, 2025

To: Board of Trustees

From: Leigh Reeves, Town Manager

- Met with Susan Lisek about the 2025 scheduled dates. Discussed Easter Egg hunt date with her.
- Managed DCC calendar as Fred was on vacation.
- Worked with Sarah Vass, Trustee Peterson, and David to order, deliver and install new stove for DCC. It will arrive Monday, the old stoves will be removed after Sr lunch Wednesday and new one installed Friday. We have no programs in the DCC that use the kitchen this weekend.
- Set meetings at the DCC for Cortez Municipal Government (March) and Region9 (July).
- Met with Ken, Barr Engineering, the State and Trout Unlimited representatives to discuss the Fishing is Fun grant.
- Took a tour of Dolores Mobile home parks to understand some of the property line issues and illegal additions
- Sent 203 S 7th communication about their need to pay a 2nd water membership each month. They filed an R-1 permit application with 2 full bathrooms August 3, 2010. An R-1 permit is for a second building on the property.
- Working with the School District to provide state supported inspection services for the new high school and middle school project.
- Spoke with and resolved several problems around the difficulty with the 15 inches of snow that fell last Friday. Some citizens need help because of tree infringements in the alley. We did plow snow on Merritt Way on Saturday after snowfall. We also had two events at the DCC and so Justin plowed the parking lot and Ann did the sidewalks.
- Jon will be discussing the updated Marijuana ordinance to get guidance from the board.



- 11.1 Discussion of Ordinance 583 for an Empire Electric Franchise Agreement. This action is similar both to the Mancos and Cortez agreements.
- 11.2 Ordinance 584 Series 2025 – will repeal Ordinance 543 2020 which is the ordinance concerning the corona virus (COVID-19)
- 11.3 In accordance with last meeting's discussion of Zoom participation. This will repeal 544 series 2020 to move this from an emergency agreement to a permanent agreement.
- 12.1 is resolution(R646) supporting a grant written by Ken Charles on our behalf to receive grant money from DHSEM to engineer flood mitigation measures.
- 13.1 Is another vote on the logo contest as there were some entries missing
- 13.2 You will find a new lease agreement if we move forward with the goose port and changes to the Galloping Goose Society's lease with us.

**TREASURER'S REPORT
TOWN OF DOLORES**

February 19, 2025

January 31, 2025

Dec-24

Petty Cash	\$ 300.00	\$ 300.00	\$300.00
Hi-Fi Savings Account	\$ 808,139.53	\$ 743,456.39	\$799,016.59
Checking Account	\$ 406,460.36	\$ 230,113.74	\$298,101.59 *
Conservation Trust Fund	\$ 38,600.80	\$ 38,600.80	\$38,600.80
ColoTrust	\$ 1,199,933.98	\$ 1,197,284.43	\$1,192,700.14
Bonds: Sigma	\$ 618,322.38	\$ 618,322.35	\$616,360.82
Community Center Checking	\$ 64,388.80	\$ 54,643.76	\$50,787.12 **
Business Account (AFLAC)	\$ 3,893.91	\$ 3,893.91	\$4,288.41
Total	\$ 3,140,039.76	\$ 2,886,615.38	\$3,000,155.47

Grant Data:

Final Housing Grant Revenue		\$ 6,258.14
FEMA: Generator: Awaiting final numbers to be closed out by end of quarter		
Received advance from GOOCO grant, paid to ARC (25%)		\$ 184,375.00
Other:		
Unbudgeted revenue from sale of truck/flatbed		\$ 7,025.00
First payment for emergency roof		\$ 35,897.00

*ARC Payment hasn't cleared

** several annual payers checks cleared this month

TOWN OF DOLORES SALES & MARIJUANA TAXES (COMBINED IN JUNE 2022)

Dollars posted in Month Received for Prior Month Sales Tax Revenue	2021	2022	2023	2024 Total	2025 Total	2025 0.5% Streets	DIFFERENC E BETWEEN 2024 AND 2025	AMOUNT REMAINING TO BE COLLECTED FOR 2025 BUDGET OF \$791,000
JAN	\$ 62,845.40	\$ 64,745.75	\$ 60,874.82	\$ 74,323.48	\$ 681.68	\$ 85.21	*n/a	\$ 790,318.32
FEB	\$ 66,319.00	\$ 63,231.49	\$ 71,642.46	\$ 67,864.83	\$ 84,203.44	\$ 10,525.43	\$ 16,338.61	\$ 706,114.88
MAR	\$ 56,104.97	\$ 44,753.17	\$ 53,833.00	\$ 60,281.75				
APRIL	\$ 52,616.65	\$ 49,138.60	\$ 50,983.06	\$ 60,873.19				
MAY	\$ 64,858.45	\$ 62,110.44	\$ 55,108.38	\$ 63,398.06				
JUNE	\$ 54,217.11	\$ 61,514.64	\$ 58,138.77	\$ 63,281.29				
JULY	\$ 67,285.96	\$ 67,833.95	\$ 71,223.87	\$ 73,499.29				
AUG	\$ 80,278.60	\$ 80,265.52	\$ 93,176.53	\$ 87,681.59				
SEPT	\$ 81,307.43	\$ 81,649.74	\$ 96,553.58	\$ 112,251.48				
OCT	\$ 72,119.89	\$ 92,143.90	\$ 78,036.27	\$ 108,052.16				
NOV	\$ 84,376.18	\$ 103,074.30	\$ 88,255.02	\$ 93,668.73				
DEC	\$ 73,546.84	\$ 72,955.43	\$ 91,713.95	\$ 106,954.40				
TOTALS	\$ 815,876.48	\$ 843,416.93	\$ 869,539.71	\$ 972,130.25	\$ 84,885.12	\$ 10,610.64	\$ 16,338.61	

TOWN OF DOLORES, COLORADO

ORDINANCE NO. 586

Series 2025

SECOND AMENDMENT OF THE DOLORES MARIJUANA CODE SET FORTH IN CHAPTER 5.16 OF THE DOLORES MUNICIPAL CODE CONCERNING THE LICENSING OF MEDICAL MARIJUANA CENTERS AND AMENDING ORDINANCE 546 SERIES 2020 AND ORDINANCE 553 SERIES 2021 REGULATING MARIJUANA BUSINESS AND PROVIDING FOR A THE TAXATION OF ALL MEDICAL AND RECREATIONAL MARIJUANA ESTABLISHMENTS IN THE TOWN OF DOLORES INCLUDING SALES, CULTIVATION, MANUFACTURING AND TESTING BUSINESSES.

WHEREAS, the Town of Dolores is a statutory town with the authority to enact ordinances to promote the health and safety of its citizens.

WHEREAS Amendments 20 and 64 to the Colorado constitution affect the ability of local governments to regulate the cultivation, sale and manufacture of marijuana products within their jurisdiction.

WHEREAS, the State of Colorado has adopted a statutory scheme which includes provisions permitting local governments to regulate and tax marijuana businesses within their jurisdictions known as the Colorado Marijuana Code set forth Title 44, Article 10, Sections 101 et. seq. of the Colorado Revised Statutes.

WHEREAS, the citizens of the Town of Dolores at a municipal election held on April 7, 2020 approved four referred ballot questions permitting the Town Trustees to enact reasonable regulations permitting marijuana medical and retail sales, cultivation, manufacturing and testing; and approved an occupation tax on marijuana sales and an excise tax on cultivation.

WHEREAS, the Board of Trustees of the Town of Dolores carefully considered the provisions of the Colorado Marijuana Code, Amendment 20, Amendment 64 and the impact of medical marijuana centers, optional premises cultivation operations, and medical marijuana- infused products manufacturers' facilities on the health, safety, and welfare of the Town and the inhabitants thereof, and adopted Ordinance 546 on November 23, 2020 permitting, regulating and taxing the cultivation, sale and manufacturing of marijuana products in the Town of Dolores known as the Dolores Marijuana Code.

WHEREAS the Dolores Marijuana Code was amended by Ordinance 553 on May 11, 2021 to define and permit Light Infused Product Manufacturing in certain Land Use Zones outside of an Industrial Zone.

WHEREAS, since the adoption of the Dolores Marijuana Code, both the Dolores Land Use Code and Colorado Marijuana Code have been amended such that the Town of Dolores Board of Trustees finds it appropriate to update the definitions and statutory references contained in the Dolores Marijuana Code and amend the local licensing procedure.

WHEREAS the Board of Trustees has further determined that it is in the best interests of the health, safety and welfare of the inhabitants of the Town to exercise its express statutory authority to establish reasonable regulations governing marijuana businesses.

WHEREAS the Board of Trustees in adopting this ordinance intends that all provisions of Ordinance 546 and Ordinance 533 that amended the Dolores Land Use Code remain in place.

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

SECTION 1. Chapter 5.16 of the Dolores Municipal Code is hereby repealed and reenacted as follows:

CHAPTER 5.16 -- THE DOLORES MARIJUANA CODE

ARTICLE I Licensing and Regulation of Medical Marijuana Businesses

Sec. 1.1. Legislative intent and purpose.

1. *Legislative intent: The Board of Trustees of the Town intends to regulate the use, acquisition, cultivation, production and distribution of medical marijuana in a manner consistent with Article XVIII, Section 14 of the Colorado Constitution (the Medical Marijuana Amendment).*
 - a. *The Medical Marijuana Amendment to the Colorado Constitution does not provide a legal manner for patients to obtain medical marijuana unless the patient grows the marijuana or the marijuana is grown by the patient's primary caregiver.*
 - b. *House Bill 10-1284, signed by the Governor on June 7, 2010, enacts Article 43.3 of Title 12, C.R.S., (the Colorado Marijuana Code) which imposes statewide regulations pertaining to the use, acquisition, cultivation, production, sale and distribution of medical marijuana and medical marijuana-infused products within the State.*
 - c. *Nothing within this Article is intended to promote or condone the production, cultivation, use, sale or distribution of medical marijuana other than in compliance with applicable state law.*
2. *Purpose: The purpose of this Article is to implement the Medical Marijuana Amendment in a manner consistent with Article 10 of Title 44, C.R.S., to protect the public health, safety and welfare of the residents and patients of the Town by prescribing the manner in which medical marijuana businesses can be conducted within the Town. Further, the purpose of this Article is to:*
 - a. *Provide for the safe sale and distribution of medical marijuana to patients who qualify to obtain, possess and use marijuana for medical purposes under the Medical Marijuana Amendment.*
 - b. *Protect public health and safety through reasonable limitations on business operations as they relate to noise, air and neighborhood and patient safety, security for businesses and their personnel and other health and safety concerns.*
 - c. *Limit the number of medical marijuana businesses that can be established within the Town based on the needs of the community and the desires of the inhabitants.*
 - d. *Impose fees to cover the costs incurred by the Town for licensing and regulating medical marijuana businesses.*
 - e. *Adopt a mechanism for monitoring compliance with the provisions of this Article.*
 - f. *Create regulations that address the particular needs of the patients and residents of the Town and coordinate with laws enacted by the State that pertain to such matters.*
 - g. *Facilitate the implementation of the Medical Marijuana Amendment without exceeding the authority granted to the Town by such amendment.*
 - h. *The approval of any license, renewal or change to any existing license by the Local*

Licensing Authority is expressly contingent upon approval of the applicant by the State Licensing Authority.

Sec. 1.2. Definitions.

1. The following words and phrases used in this Article shall have the following meanings unless the context clearly indicates otherwise:
 - a. *Adjacent grounds means all areas that the licensee has a right to possess by virtue of his or her ownership or lease, which are outside the enclosed licensed premises, but adjacent and contiguous to the licensed premises, including but not limited to porches, patios, decks, entryways, lawns, parking lots and similar areas and all fixed and portable things in such areas, including but not limited to lights, signs and security devices.*
 - b. *Business manager means the individual designated by the owner of a medical marijuana business and registered with the Town as the person responsible for all operations of the business during the owner's absence from the business premises.*
 - c. *Character and record includes all aspects of a person's character and record, including but not limited to moral character; criminal record, including serious traffic offenses; record of previous sanctions against liquor licenses, gambling licenses or medical marijuana licenses, which the person owns, in whole or in part, in which the person serves as a Controlling Beneficial Owner, manager or employee; education, training, experience; civil judgments entered against the person; truthfulness, honesty; and financial responsibility. The conviction of any person for an offense, shall not, in itself, be grounds for a finding of a bad character and record if such person demonstrates that he or she has been rehabilitated in accordance with Section 24-5-101, C.R.S. In the event the Local Licensing Authority considers information concerning the criminal history of a person, the Local Licensing Authority shall also consider any information provided by an applicant regarding such criminal history records, including but not limited to evidence of rehabilitation, character references and educational achievements, especially those items pertaining to the period of time between the last criminal conviction and the time of consideration of a license application.*
 - d. *Contiguous means located within the same building as the medical marijuana ~~store center~~ or medical marijuana-~~infused~~ products manufacturer, located in a separate building on the same parcel of land as the medical marijuana ~~storecenter~~ or medical marijuana-~~infused~~ products manufacturer, or located in a separate building on a separate parcel of land that is adjacent to and shares at least fifty percent (50%) of a common lot line with the lot on which the medical marijuana ~~store center~~ or medical marijuana-infused products manufacturer is located.*
 - e. *Good cause shall have the same meaning as set forth in Section 44-10-103(17), C.R.S.*
 - f. *Laws of the State of Colorado shall mean and include Section 14 of Article XVIII of the Colorado Constitution; the Colorado Marijuana Code, Article 10 of Title 44 C.R.S.; other Colorado statutes, including but not necessarily limited to Section 18-18-406(3), C.R.S., and Section 25-1.5-106, C.R.S.; applicable regulations promulgated by the Colorado Department of Public Health and Environment and the State Licensing Authority; and all*

applicable final decisions of Colorado's appellate courts.

- g. Licensed premises means the premises specified in an application for a license under this Article which are owned or in possession of the licensee, and within which the licensee is authorized to cultivate, manufacture, distribute or sell medical marijuana in accordance with the provisions of this Article and the laws of the State.
- h. Licensee shall have the same meaning as set forth in Section 44-10-103 (25), C.R.S.
- i. Local Licensing Authority shall mean the Board of Trustees of the Town.
- j. Medical marijuana shall have the same meaning as set forth in Section 44-10-103(34), C.R.S.
- k. Medical marijuana business shall mean a person holding a medical marijuana store center license, as defined in Section 44-10-501, C.R.S.; a medical marijuana ~~infused~~ products manufacturer license, as defined in Section 44-10-503, C.R.S.; and/or an ~~optional-medical marijuana~~ premises cultivation facility operation license, as defined in Section 44-10-502, C.R.S. For the purposes of this Article, a patient who cultivates, produces, possesses or transports medical marijuana or a primary caregiver who cultivates, produces, sells, distributes, possesses, transports or makes available marijuana in any form to one (1) or more patients shall not be deemed a medical marijuana ~~business-business~~.
- l. Marijuana business means any business licensed by this Article and Article 10 of Title 44, C.R.S., // Or Medical Marijuana business means any business licensed by this Article and Article 10 of Title 44, C.R.S. : A medical marijuana store, a medical marijuana cultivation facility, a medical marijuana products manufacturer. -
- m. Medical marijuana-infused products manufacturer shall have the same meaning as set forth in Section 44-10-103 (38), C.R.S.
- ~~n. Medical use shall have the same meaning as is set forth in Article XVIII, Section 14(1)(b) of the Colorado Constitution, or as may be fully defined in any applicable state law or regulation.~~
- ~~o. Optional premises cultivation operation shall have the same meaning as set forth in Section 44-10-103, C.R.S.~~
- p. n. Patient shall have the same meaning as is set forth in Article XVIII, Section 14(1)(d) of the Colorado Constitution, or as may be more fully defined in any applicable state law or regulation.
- q. O. Person means a natural person, partnership, association, company, corporation, Limited Liability Company or organization, or a manager, agent, owner, director, servant, officer or employee thereof.
- r. p. Premises means a distinct definite location which may include a building, a part of a building, a room or any other definite contiguous area.
- s. q. Primary caregiver shall have the same meaning as is set forth in Article XVIII, Section 14(1)(d) of the Colorado Constitution, or as may be more fully defined in any applicable state law or regulation.
- t. r. Controlling Beneficial Owner means:
 - i. In the case of any business entity, including any general or limited partnership, corporation, limited liability company or other entity, any person who has five percent (5%) or greater interest in the ownership of the entity and any person who has the day-to-day authority to or actually does manage the entity's

financial affairs.

- ii. In the case of a corporation, the persons described for any entity described in Subparagraph i and the president, vice president, secretary, chief executive officer, chief financial officer and any person who holds five percent (5%) or more of the capital stock of the corporation.
 - iii. In the case of a limited liability company, the persons described for any such entity in Subparagraph i. above and any member of the limited liability company.
 - iv. In the case of a sole proprietorship, the individual owner.
 - v. Where this Code requires the production of the name and contact information of Controlling Beneficial Owners, the Town may, in its discretion require an applicant to disclose only the identities of Controlling Beneficial Owners holding a ten percent (10%) or greater interest in the business entity.
- s. Serious traffic offense means any driving offense carrying eight (8) points or greater under Section 42-2-127, C.R.S., or the substantial equivalent of such events in any other state
- u. —
- t. State Licensing Authority means the authority created by Section 44-10-201, C.R.S., for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution and sale of medical marijuana in this State.
- u. As used herein the term “Light Infused Product Manufacturing” shall mean the manufacturing of marijuana products in a manner that does not involve the use of butane, compressed carbon dioxide gas, or other flammable, explosive, or hazardous materials. By way of example, “Light Infused Product Manufacturing” would include the preparation of edible products in a commercial kitchen made from a THC Distillate that is manufactured elsewhere or which is extracted using a non-hazardous cold-water process.

v.

2.5. Unless defined in this Article or the context clearly indicates otherwise, any word or term used in this Article that is defined in Article XVIII, Section 14(1)(f) of the Colorado Constitution

or in the Colorado Marijuana Code shall have the same meaning that is ascribed to such word or term in the Colorado Constitution or in the Colorado Marijuana Code.

Sec. 1.3 License required.

1. It shall be unlawful for any person to operate a medical marijuana business without first having obtained a license to operate pursuant to the provisions of this Article, having paid the fees therefor, as well as having obtained a license to operate from the State Licensing Authority. The licensing requirements apply to all medical marijuana businesses that exist on the effective date of this Article and any medical marijuana businesses established after such effective date.
2. Any person violating this Section commits a municipal offense punishable by ~~up to ninety (90) days incarceration,~~ up to a four-hundred-ninety-nine dollar fine. ~~or by both such~~

~~incarceration and fine.~~ A person committing a violation shall be guilty of a separate offense for each day or part thereof during which the offense is committed or continued to be permitted by such person and shall be punished accordingly.

3. Pursuant to the provisions of Article 10 of Title 44, C.R.S., medical marijuana businesses shall be licensed by the Town in one (1) or more of the following categories:
 - a. Medical marijuana ~~business~~store, as defined in Section ~~44-10-103(4035)~~, C.R.S. Such business shall meet all criteria and requirements of Section 44-10-501, C.R.S., as well as all other regulatory requirements applicable to medical marijuana businesses set forth within this Article, and within Article 10 of Title 44, C.R.S.
 - b. Medical marijuana ~~infused~~ products manufacturer, as defined in Section 44-10-103, C.R.S. Such business shall meet all criteria and requirements of Section 44-10-503, C.R.S., as well as all other regulatory requirements applicable to medical marijuana-infused products manufacturing set forth in this Article and within the laws of the State.
 - c. Medical marijuana cultivation facility license, as defined in Section 44-10-502, C.R.S. Such cultivation operation shall meet all criteria and requirements of Section 44-10-502, C.R.S., as well as all other regulatory requirements applicable to optional premises cultivation operations set forth in this Article and within the laws of the State.
4. The licensing requirements set forth in this Article shall actually be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any federal law, the laws of the State, or local laws, including, but not by way of limitation, a business license, retail sales tax license, retail food establishment license or any applicable zoning permits or building permits.
5. ~~The Town may approve a license contingent on the State Licensing Authority issuing a license, but no license for a medical marijuana business shall actually be issued by the Town until a license for such use, at the location designated in the application, has been issued by the State Licensing Authority. No license application shall be accepted by the town until the applicant holds an applicable valid license from the state licensing authority.~~
6. The issuance of a license pursuant to this Article does not create a defense, exception or provide immunity to any person in regard to any potential federal criminal liability the person may have for the production, distribution or possession of marijuana.
7. Every license issued under this Article confers only a limited and conditional privilege subject to the requirements, conditions and limitations of this Article and state law. The license does not confer a property right of any kind. The license and the privilege created by the license may be further regulated, limited or completely extinguished at the discretion of the Board of Trustees or the electors of the Town, without any compensation to a licensee. Every license approved or issued under this Article shall be subject to the future exercise of the reserved rights of referendum and initiative, exercise of the local option described in Section 44-10-104, C.R.S., and any other future ordinances adopted by the electors of the Town or the Board of Trustees. Nothing contained in this Article grants to any licensee any vested right to continue operating under the provisions of this Article as they existed at the time the license was approved or issued, and every license shall be subject to any ordinance or prohibition adopted after the license was approved or issued.
8. A separate license shall be required for each location from which a medical marijuana business is operated.
9. All medical marijuana business licenses issued by the Town shall be valid for a period of one

(1) year from the date such license is issued. Renewal applications shall be filed at least forty-five (45) days prior to the expiration date of the existing license.

10. *Licensees shall report each transfer or change of ownership interest, change in business manager, change in Controlling Beneficial Owners or change in employees on forms provided by the Town Clerk. An application for a change of manager shall be submitted to the Town Clerk at least thirty (30) days prior to any such change to provide necessary time for the background check and processing of the application pursuant to Section 6-90 below.*

Sec. 1.4 Local Licensing Authority.

1. *For the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution and sale of medical marijuana within the Town, there is hereby created the Medical Marijuana Local Licensing Authority of the Town of Dolores. The Board of Trustees shall serve as the Local Licensing Authority.*
2. *The Local Licensing Authority shall have such powers and duties as are provided for in this Article and the Colorado Marijuana Code.*
3. *The Local Licensing Authority shall be assisted by the Town Attorney, the Town Marshal, the Town Clerk and such other personnel as may be designated by the Town Manager in the performance of the powers and duties of the Local Licensing Authority.*

Sec. 1.5 General licensing procedure and regulations.

1. *The Town Clerk shall have authority to promulgate and employ reasonable regulations associated with the making and processing of applications for medical marijuana business licenses. The Town Manager also may promulgate regulations concerning the processes and procedures associated with the issuance, renewal, denial, suspension or revocation of such licenses that supplement and are not inconsistent with the provisions of this Article. Such regulations shall be written and shall become effective when copies of the same have been provided to the Board of Trustees and made available to the public, or upon a later effective date set forth in the regulations.*

Sec. 1.6. Application and license fees.

1. *Application and license fees (which are in addition to any state license fees, whether or not shared with the Town and in addition to any applicable fees required under the Town Land Use Code and Building Code) for medical marijuana businesses shall be as follows:*
 - a. *New license application fees:*
 - i. *First submittal: \$1,000.00.*
 - ii. *For associated facilities or licenses: \$500.00.*
 - b. *Fingerprint-based criminal background check fee, per person checked: actual cost.*
 - c. *Renewal application fee: \$500.00.*
 - d. *Late renewal fee: \$500.00.*
 - e. *Change of business manager: \$150.00 (plus actual fingerprint-based background check fees).*
 - f. *Transfer of location: \$1,000.00.*

- g. Modification of premises or other activities for which a fee is permitted, but for which a fixed amount is not set in this Article: \$250.00.*
 - h. Change of corporate structure or change of a Controlling Beneficial Owner: \$150.00 per person (plus actual fingerprint-based background check fees).*
 - i. Other change in financial interests: \$100.00 minimum, or actual cost if more than \$100.00.*
 - j. The Board of Trustees, by resolution, may increase or decrease any fee or cost or otherwise modify any other provisions set forth in this section. Any such increase, decrease or other modification shall be evidenced by an appendix to this Article.*
- 2. The primary purpose of the fees established in this Section is to defray the costs of the particular municipal services provided and not to defray the costs of general services provided by the Town or to raise general revenues. The fees provided in this Section are reasonably related and proportional to the costs of the services provided and do not generate additional net revenue.*
- 3. Fees described in this section are non-refundable even if a license or application is denied, approved but not issued, lapsed, abandoned or withdrawn.*

Sec. 1.7. License applications.

- 1. Application for a medical marijuana business license shall be made to the Town Clerk upon forms provided by the Town Clerk for that purpose. A complete application must contain all information that is required by the laws of the State with respect to any license that may be issued pursuant to the Colorado Marijuana Code and such additional information as may be requested by the Town Clerk in writing. At a minimum, the application shall require the following information:*
- a. The name, address and date of birth of the owner of the proposed medical marijuana business in whose name the license is proposed to be issued. If the owner is a corporation, partnership, Limited Liability Company or similar business entity, the application shall include the name and address of all Controlling Beneficial Owners. If the owner is not a natural person, the organization documents for all business entities identified in the application and the contact information for the person that is authorized to represent the entity shall be provided.*
 - b. The name, address and date of birth of the business manager of the medical marijuana business if the manager is proposed to be someone other than the owner or if the owner is an entity other than a natural person.*
 - c. The name, address and date of birth of all persons holding any financial interest in the medical marijuana business, other than commercial lenders regulated by the federal government or the State.*
 - d. The name, address and date of birth of all employees or prospective employees of the medical marijuana business.*
 - e. A statement of whether or not any of the named owners, Controlling Beneficial Owners, managers, parties with a financial interest, employees or other persons named on the application have been:*

- i. Denied an application for a medical marijuana business license by any other jurisdiction, including the State, or has had such license suspended or revoked.*
 - ii. Denied an application for liquor license pursuant to Article 3 or 4, Title 44, C.R.S., or had any such license suspended or revoked.*
 - iii. Convicted, entered a plea of no contest or entered a plea of guilty in conjunction with a deferred judgment and sentence pertaining to any charge related to the possession, use or possession with intent to distribute narcotics, drugs or other controlled substances.*
 - iv. Convicted, entered a plea of no contest or entered a plea of guilty in conjunction with a deferred judgment and sentence pertaining to any serious traffic offense.*
- f. A licensee shall notify the State Licensing Authority and Local Licensing Authority in writing of the name, address and date of birth of any proposed new owner, Controlling Beneficial Owner, business manager, person holding a financial interest in the business or employee at least thirty (30) days before the new owner, Controlling Beneficial Owner, business manager or employee becomes associated with the business. The new owner, Controlling Beneficial Owner, business manager or employee shall pass a fingerprint-based criminal history record check as required by the State Licensing Authority and obtain the required identification prior to being associated with, managing, owning or working at the medical marijuana business.*
- g. Proof of ownership or legal possession of the proposed licensed premises for the term of the proposed license shall be presented to the Town Clerk before any medical marijuana business license permitted by this Article may be issued. If the licensed premises will be leased rather than owned by the applicant, a written consent by the owner of the property to licensing of the premises as a medical marijuana business must be submitted by the applicant to the Town Clerk as part of a complete application. A fully executed lease may satisfy this requirement if it clearly indicates that the owner knows that the leased premises will be used as a licensed medical marijuana business. If the building in which the licensed premises will be located is regulated by a declaration of covenants, such declaration, covenants or restrictions shall be submitted by the applicant to the Town Clerk as part of its complete application to establish that a medical marijuana business is not prohibited by such declaration, covenants or restrictions.*
- h. An operating plan for the proposed medical marijuana business including the following information:*
 - i. A description of the products and services to be provided by the medical marijuana business, including an indication of whether or not the facility proposes to engage in the retail sale of medical marijuana-infused products for human consumption or use.*
 - ii. A floor plan showing all interior dimensions of the licensed premises and the layout of the medical marijuana business. Such floor plan shall also show the Controlling Beneficial Owner uses of the floor area depicted therein, including a depiction of where any services other than the dispensing of medical marijuana are proposed to occur on the licensed premises. If the building or proposed licensed premises are not yet in existence, the applicant shall file a scaled plot plan and a detailed sketch for the interior and submit an architect's drawing of*

- any building to be constructed.*
- iii. A security plan containing all information required by the State Licensing Authority's regulations.*
 - iv. A lighting plan, including security lighting, for the licensed premises and adjacent grounds.*
 - v. Any information and documentation not included in the foregoing subparagraphs that is or will be required in an application to be filed with the State Licensing Authority for the state license that may be issued in accordance with the provisions of the Colorado Marijuana Code.*
 - vi. Any additional documents or information reasonably requested by the Town Clerk.*
- 2. Any application for a medical marijuana business license shall be accompanied by the application fee, criminal background check fee, and an annual fee as required by Section 1.6 above or in any resolution adopted pursuant thereto. No application shall be deemed complete or be processed in the absence of the payment of such fees.*
 - 3. Upon receipt of an application for a medical marijuana business license, the Town Clerk shall circulate the application to the Town Manager, the Building Official and the Marshal's Office to determine whether the proposed facility is or will be in full compliance with any and all laws, rules and regulations administered by said departments.*
 - 4. Unless an application is under concurrent review by the State Licensing Authority and the Local Licensing Authority, the Marshal's Office shall perform a criminal background investigation for the proposed licensee, business manager, if any, the Controlling Beneficial Owners of the entity, if applicable, persons holding a financial interest in the proposed business, employees and any other persons subject to a criminal background check under the provisions of the Colorado Marijuana Code in connection with any license application permitted thereunder. The applicant shall pay all actual costs of such background checks. The Town Marshal shall provide the Board of Trustees with a written report concerning the character and record of the proposed licensee, the business manager if any, the Controlling Beneficial Owners of any business entity that would constitute the licensee, persons holding a financial interest in the proposed business and employees.*
 - 5. The Town Manager, Town Building Official and the Town Marshal shall perform physical inspection of the proposed licensed premises to determine compliance with any applicable requirement of this Article as well as any other applicable codes.*
 - 6. The Town Clerk shall not proceed to process any application for a license that is not complete or otherwise in full compliance with this Article, any other applicable Town ordinance or regulation or any applicable laws of the State. The Town Clerk also shall refuse to further process any application that contains any false or incomplete information, but shall allow an applicant reasonable opportunity to correct deficiencies in applications that fail to include complete information before denying such application.*

Sec. 1.8. Procedures for approval or denial of license application.

- 1. Within thirty (30) days following the date the Town Clerk certifies that a license application is complete, the Local Licensing Authority shall approve the license application, deny the license application or approve the license application with conditions. No public hearing shall*

be required. However, the Local Licensing Authority shall notify the applicant of the date and time the application will be considered. The applicant shall appear at such meeting and the applicant shall be permitted to address the Local Licensing Authority in support of the application. No application for a license authorized under this Article shall be approved unless:

- a. All applicable requirements of this Article have been satisfied;*
 - b. All applicable requirements of the Colorado Marijuana Code have been satisfied;*
 - c. All required licensee fees and associated costs have been paid by the applicant;*
 - d. The applicant has received a conditional use permit to operate the proposed medical marijuana business in accordance with the Town's Land Use Code;*
 - e. All other applicable requirements of this Code have been met;*
 - f. The applicant has obtained a state sales tax license, Town sales tax license, and a business license pursuant to Article I of Chapter 6 of this Code;*
 - g. The applicant is not in arrears in regard to any administrative fines, court fines, assessments, sales tax reporting or payment obligations, or fees owed to the Town; and*
 - h. No fraudulent, misrepresented or false statement of material or relevant fact is contained within the application or was made to the Local Licensing Authority.*
- 2. The Local Licensing Authority shall issue its determination and findings within thirty (30) days following the meeting at which the application was considered. The Local Licensing Authority shall notify the applicant in writing of its determination and findings by first-class U.S. mail addressed to the applicant at the address shown on the application. No license shall actually be issued by the Local Licensing Authority until the applicant has obtained the requisite license from the State Licensing Authority.*

Sec. 1.9. Conditions on licenses.

- 1. At the time that a new license is first approved, when an existing license is renewed, at any time that a sanction other than revocation is imposed or at any time the Local Licensing Authority approves a major change to a license, the Local Licensing Authority may impose on the license any conditions related to the license, licensed premises or adjacent grounds that are reasonably necessary to protect the public health, safety or welfare, including but not limited to the following:*
 - a. Additional security requirements;*
 - b. Additional record keeping requirements;*
 - c. Limits and requirements on parking and traffic flows;*
 - d. Requirements for walls, doors, windows, locks and fences on the licensed premises and adjacent grounds;*
 - e. Limits on the number of patients who may patronize the establishment at one (1) time;*
 - f. Limits on medical marijuana-infused products that may be sold;*
 - g. Requirements and limits on ventilation and lighting;*
 - h. Limits on the products other than medical marijuana and medical marijuana-infused products that can be sold on the licensed premises such as drug paraphernalia;*
 - i. Limits on noise inside the licensed premises or on the adjacent grounds;*
 - j. Prohibitions on certain conduct in the licensed premises that would disrupt existing uses on nearby properties;*

- k. *Limits on hours of operation that are more restrictive than prescribed by Subsection 1.10(k) below;*
- l. *A requirement that the licensee temporarily close the licensed premises to the public until certain changes, inspections or approvals are made; and*
- m. *A limitation on the square footage of the licensed premises.*

Sec. 1.10. Personal requirements for licensee, Controlling Beneficial Owners, business manager, persons holding financial interest and employees.

1. *The applicant, Controlling Beneficial Owners, business manager, persons holding a financial interest in the business and employees shall meet all requirements for the issuance of a license by the State Licensing Authority.*
2. *The applicant, Controlling Beneficial Owners, business manager and employees shall all be over the age of twenty-one (21) years.*
3. *The applicant, Controlling Beneficial Owners, business manager, persons holding a financial interest in the business and employees have not been determined by any other medical marijuana licensing authority, any other licensing board within the State or the State Licensing Authority to not be persons of good character and record within the preceding three (3) years.*
4. *The applicant, Controlling Beneficial Owners, business manager, persons holding a financial interest in the medical marijuana business and employees are presently persons of good character and record.*
5. *The applicant, Controlling Beneficial Owners, business manager, persons holding a financial interest in the medical marijuana business and employees shall be ineligible based on a criminal conviction as defined by CRS § 44-10-307 as amended.*
6. *The applicant, Controlling Beneficial Owners, business manager, persons holding a financial interest in the medical marijuana business and employees have not had their authority, if any, to act as a primary caregiver revoked by the State within the preceding two (2) years.*
7. *The applicant and Controlling Beneficial Owners are not in default on any municipal, county, state or federal taxes, fees, fines or charges, do not have any outstanding warrants for their arrest, and do not have any outstanding liens or judgments payable to the Town.*
8. *The applicant and Controlling Beneficial Owners are not in default on any student loan.*
9. *The applicant and Controlling Beneficial Owners do not have any orders or judgments against them for child support in default or in arrears.*
10. *The applicant and Controlling Beneficial Owners are not peace officers or prosecuting attorneys.*
11. *The applicant and Controlling Beneficial Owners are not licensed physicians who recommend medical marijuana to patients.*

Sec. 1.11 Special restrictions and requirements.

1. *Limitation on the number of licenses that may be issued within the Town. All medical marijuana ~~businesses, centers and facilities~~ must be co-located within a like licensed recreational marijuana business held by a licensee licensed under Article II of this Code. No*

stand-alone medical marijuana license of any type shall be issued. The Local Licensing Authority may issue up to two (2) medical marijuana ~~business center~~ licenses which must be co-located in a ~~store center~~ licensed under Article II herein; one (1) medical marijuana-infused products manufacturing licenses which must be co-located in a manufacturing facility licensed under Article II herein; two (2) ~~medical marijuana optional~~-premises cultivation ~~facility operation~~ licenses relating to medical marijuana ~~business center~~ licenses, the operations of which are contiguous to the medical marijuana ~~business centers~~, and which must be co-located with a cultivation ~~facility operation~~ licensed under Article II herein; one (1) ~~optional~~ ~~medical marijuana~~ premises cultivation ~~facility operation~~ licenses related to medical marijuana ~~business center~~ licenses, the operations of which are not contiguous to the medical marijuana ~~business centers~~, which must be co-located in a premises cultivation operation licensed under Article II herein; and one (1) optional premises cultivation operation licenses related to medical marijuana-infused products manufacturer, which must be co-located in an infused product manufacturing operation licensed under Article II herein. In the event more than one (1) license application for a medical marijuana business of the same classification is submitted to the Local Licensing Authority within a period of thirty (30) days, the applications comply with all of the requirements of this Article and the Colorado Marijuana Code, but the Local Licensing Authority is not permitted to approve all of the applications because of the limitations set forth in this Subsection, the Local Licensing Authority shall approve the application that the Local Licensing Authority finds and determines will best promote the intent and purposes of this Article and the Colorado Marijuana Code in accordance with the procedures set forth for multiple applications under Article II of this Code. An application for renewal of an existing medical marijuana business license shall receive a preference over an application for a new medical marijuana business license if the existing business has substantially met all of the requirements of this Article and the Colorado Marijuana Code during the previous license term and is in good standing.

2. *Permitted locations.* All medical marijuana business licenses shall be issued for a specific location which shall be designated as the licensed premises. Retail marijuana business licenses shall only be issued for locations permitted as shown in the Principle Uses by Zoning District Table contained in the Town's Land Use Code. If an applicant has not yet received a conditional use permit to operate a medical marijuana business, a license may be granted conditioned upon such conditional use permit being granted. A present no Industrial Zone exists under the Land Use Code.
3. *Distance from schools.* Medical marijuana centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of one thousand (1,000) feet from schools having full time enrollment of 100 or more students, as measured from the nearest property boundary of such school use to the front door or primary access of the proposed licensed premises. Medical marijuana centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of five hundred (500) feet from schools having full time enrollment of less than 100 students, as measured from the nearest property boundary of such school use to the front door or primary access of the proposed licensed premises. Prior to issuing a retail marijuana business license, the Local Licensing Authority shall confirm that the proposed licensed premises boundaries meet such requirements. Medical marijuana centers, cultivation operations, testing facilities, manufacturing facilities

shall be located a minimum of two hundred and fifty (250) feet from a building that is primarily used as a school administration office where children may be present, as measured from the nearest property boundary of such school use to the front door or primary access of the proposed licensed premises.

4. *Once the marijuana business license is issued, the Town will not preclude a school from locating within the above described buffer zone. A retail marijuana business may then continue to operate at its present location. If a school use later locates within the applicable buffer zone, however, the licensee does so at its own risk, and the issued license provides no protection or indemnification against enforcement of federal or other applicable laws prohibiting the operation of a retail marijuana business near a school.*
5. *Distance from licensed child care facilities. Medical marijuana centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of two hundred fifty (250) feet from licensed child care facilities, as defined in the Colorado Marijuana Code.*
6. *Distance from publicly owned playgrounds. Medical marijuana centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of two hundred fifty (250) feet from the nearest outside fence of any public playground owned by the Town of Dolores.*
7. *Distance from other medical marijuana businesses. There shall be no distance requirement between medical marijuana businesses.*
8. *No mobile facilities. No medical marijuana business shall be located in a movable or mobile vehicle or structure, and no medical marijuana products shall be delivered in the Town unless such delivery is by a medical marijuana center licensed by the Town and such delivery is specifically permitted by the Colorado Marijuana Code.*
9. *No products to be visible from public. Marijuana plants, products, accessories and associated paraphernalia contained in a medical marijuana business shall not be visible from a public sidewalk, public street or right-of-way, or any other public place or any portions of the building not restricted to patients only. Visibility of any outdoor optional premises cultivation operation shall be governed by the conditional use permit granted by the Board of Trustees.*
10. *No beer or alcohol on premises. No fermented malt beverages and no alcohol beverages, as defined in the Colorado Beer Code and the Colorado Liquor Code, respectively, shall be kept, served or consumed on the premises of a medical marijuana business, except for marijuana tinctures.*
11. *Hours of operation. Medical marijuana businesses shall limit their hours of operation to between 8:00 a.m. and 9:00 p.m.*
12. *Restrictions regarding signage. All signage associated with a medical marijuana business shall meet the standards established in this Code and the Land Use Code. In addition, no sign associated with a medical marijuana business shall use the word marijuana, cannabis or any other word or phrase commonly understood to refer to marijuana unless such word or phrase is immediately preceded by the word medical or the message of such sign includes the words for medical use or for medicinal purposes in letters that are no smaller than the largest letter on the sign. No depiction of marijuana plants or leaves shall appear on any exterior sign of a medical marijuana business.*
13. *Storage of products. All products and accessories shall be Center completely indoors and on-site out of public view.*

14. *Restrictions on location of transactions. All transactions involving medical marijuana shall occur indoors and out of view of the public.*
15. *Consumption of marijuana prohibited. No consumption of any medical marijuana product shall be allowed or permitted on the licensed premises or adjacent grounds.*
16. *Underage persons prohibited. No person under the age of eighteen (18) years shall be permitted in the licensed premises unless accompanied by a parent or legal guardian.*
17. *Gun sales and pawn shop activities prohibited. No gun sales or pawn shop activities shall be permitted on the licensed premises.*
18. *Storage of currency. All currency over one thousand dollars (\$1,000.00) shall be Center within a separate vault or safe (no marijuana in safe), securely fastened to a wall or floor, as approved by the Marshal's Office.*
19. *Prevention of emissions. Sufficient measures and means of preventing smoke, odors, debris, dust, fluids and other substances from exiting the licensed premises shall be provided at all times. In the event that any debris, dust, fluids or other substances shall exit the licensed premises, the landowner and licensee shall be jointly and severally responsible for the full cleanup immediately. The medical marijuana business shall properly dispose of all materials and other substances in a safe and sanitary manner.*
20. *Compliance with other codes. The licensed premises and adjacent grounds of a medical marijuana business shall comply with all zoning, health, building, electrical, mechanical, fire and other codes and ordinances of the Town as shown by completed inspections and approvals by the Community Development Department, Building Department, Dolores Fire Protection District and Montezuma County Health Department, if applicable.*
21. *No harm to public health, safety and welfare. The licensed premises and adjacent grounds of a medical marijuana business shall be operated in a manner that does not cause any substantial harm to the public health, safety and welfare.*

Sec. 1.12. Specific requirements for medical marijuana center.

1. *The licensee shall also obtain an optional premises cultivation operation license, related to the licensed premises of the medical marijuana center.*
2. *The applicant shall cultivate at least seventy percent (70%) of the marijuana sold or exchanged on the licensed premises.*
3. *Small samples of medical marijuana products offered for sale may be displayed on shelves, counters and display cases in areas restricted to patients and primary caregivers. All bulk marijuana products shall be locked within a separate vault or safe (no other items in this safe), securely fastened to a wall or floor, as approved by the Marshal's Office.*
4. *A medical marijuana center may sell drug paraphernalia as that term is defined in Chapter 10, Article XII, of this Code to patients only and shall be exempt from the prohibitions contained in said Article. Provided, however, a medical marijuana center shall not display drug paraphernalia for sale on the licensed premises and such drug paraphernalia shall only be shown to patients in an area restricted to access by patients upon request.*

Sec. 1.13. Specific requirements for medical marijuana optional premises cultivation facility - operation license.

1. *The applicant shall also hold a medical marijuana ~~store center~~ license or a medical marijuana-~~infused~~ products manufacturer's license.*
2. *The proposed licensed premises shall be related to the licensee's licensed premises for a licensed medical marijuana center or a medical marijuana-infused products manufacturer's operation.*
3. *The area of the proposed licensed premises utilized for cultivation shall be equipped with a ventilation system with carbon filters sufficient in type and capacity to eliminate marijuana odors emanating from the interior to the exterior discernible by reasonable persons. The ventilation system must be inspected and approved by the Building Official.*
4. *The area of the proposed licensed premises utilized for cultivation shall be sufficiently separated from the area of the premises open to the public or to patients and primary caregivers, or a negative air pressure system shall be installed to prevent pesticides, fertilizers and other chemicals, artificial and natural, from moving into the ambient air in the area open to the public, patients and primary caregivers or any adjacent building, and such separation or negative air pressure system shall be approved by the Dolores Fire Protection District and the Building Official.*
5. *If carbon dioxide will be used in the cultivation area in the proposed licensed premises, sufficient physical barriers or a negative air pressure system shall be in place to prevent carbon dioxide from moving into the ambient air in any area open to the public or to patients or in any adjacent building in a concentration that would be harmful to any person, including persons with respiratory disease, and shall be inspected and approved by the Dolores Fire Protection District and Building Official.*
6. *Walls, barriers, locks, signage and other means shall be employed to prevent the public or patients and primary caregivers from entering the area of the licensed premises utilized for cultivation of marijuana.*
7. *Disposal of unwanted marijuana by-products shall be done in accordance with procedures approved by the Marshal's Office.*
8. *If the approved cultivation area for the licensed operation increases in size, a new license must be issued and the existing conditional use permit shall be modified for the expanded area.*
9. *All permitted cultivation shall occur indoors in a manner that cultivation lights shall not be visible from outside the cultivation structure.*

Sec. 1.14. Specific requirements for medical marijuana-~~infused~~ products manufacturer's license.

1. *The applicant shall have a contract with a medical marijuana ~~store center~~, stating the type and quantity of medical marijuana-infused products that the medical marijuana ~~store center~~ will buy from the licensee.*
2. *The applicant may obtain an optional premises cultivation operation license and cultivate its own medical marijuana for use in manufacturing. As an alternative, the licensee may obtain medical marijuana from not more than five (5) different medical marijuana centers in the production of one (1) medical marijuana-~~infused~~ product. A medical marijuana-~~infused~~*

products manufacturer licensee shall have a written contract and shall at a minimum set forth the total amount of medical marijuana obtained from a medical marijuana ~~store center~~ licensee to be used in the manufacturing process and the total of medical marijuana-infused products to be manufactured from the medical marijuana obtained from the particular medical marijuana ~~store center~~.

Sec. 1.15. Renewal of medical marijuana business license.

1. *A licensee may renew its medical marijuana business license by submitting an application to the Town Clerk at least forty-five (45) days before and not more than ninety (90) days before the expiration of the license. If a licensee fails to file an application for renewal of its license at least forty-five (45) days before expiration of the license, the license shall expire.*
2. *A licensee may renew a license that has expired if:*
 - a. *The license has expired for less than ninety (90) days; and*
 - b. *The licensee pays the regular renewal fee and an additional \$500.00 late renewal fee.*
3. *In the event an application for renewal has been filed at least forty-five (45) days before the expiration of the previous license, but the Local Licensing Authority does not rule on the application for renewal before the expiration of the previous license, the previous license shall be deemed extended until the Local Licensing Authority issues a decision on the application for renewal, but in no event may the license be extended for more than thirty (30) days. If the applicant is not eligible for reinstatement of an expired license by the state of Colorado, the applicant is subject to the procedures and fees provided in the Code for a new license application.*
4. *The Local Licensing Authority may renew a license without a public hearing. However, if the Local Licensing Authority believes there may be good cause to deny the application for renewal, the Local Licensing Authority shall hold one public hearing on the application. The licensee shall have an opportunity to be heard at the hearing and shall be given at least fifteen (15) days written notice of the date and time of the public hearing on the application for renewal.*
5. *The Building Official or designee shall conduct an annual fire and life safety inspection shall be required prior to the renewal of the license.*

Sec. 1.16. Major changes to medical marijuana business license or licensed premises requiring approval of Local Licensing Authority.

1. *A licensee shall not make any of the following changes without first obtaining written approval of the Local Licensing Authority which may be granted contingent upon State Licensing Authority approval:*
 - a. *Any transfer of the license or any ownership interest in the licensee's business entity or license;*
 - b. *Any change in the location of the licensed premises;*
 - c. *Any change in the licensee's Controlling Beneficial Owners or employees;*
 - d. *The hiring, substitution, resignation, replacement or termination of the business manager;*

- e. *Any change in the ownership of any of the stock of licensee's corporation;*
 - f. *Any change in the structure, ventilation system, plumbing system, electrical supply system, floor plan, safe or vault, locks, surveillance system, fire suppression system or security system at the licensed premises;*
 - g. *Any material change to the adjacent grounds, including but not limited to lighting, parking or fences; and*
 - h. *Any material change in the operation from the operational plan submitted at the time the license was approved.*
2. *The Local Licensing Authority may summarily approve any of the above changes or hold a public hearing on the same, in the Local Licensing Authority's discretion. In the event the Local Licensing Authority elects to hold a public hearing, the Local Licensing Authority shall post notice of the hearing in the manner described in Section 44-10-303, C.R.S. on the licensed premises for a period of at least ten (10) days. Notice of the hearing shall also be provided to the applicant at least ten (10) days prior to the public hearing.*
 3. *A licensee shall report each major change described in this Section to the Local Licensing Authority at least thirty (30) days prior to the change to allow sufficient time for the Local Licensing Authority to review the proposed change.*
 4. *The transfer of a license to a new owner does not constitute a new license. The transferring of a license or ownership interest in a license takes the transfer of such license or interest subject to the conditions, history, record, and sanctions imposed on that license under the previous ownership of the license.*

Sec. 1.17. Reports of minor changes.

1. *Every licensee shall report the following to the Local Licensing Authority in writing within ten (10) days of such event:*
 - a. *Any change in a person's financial interest in the licensee's business, the licensed premises or adjacent grounds;*
 - b. *Any charges filed against or any conviction of any Controlling Beneficial Owner, business manager or employees for any felony, misdemeanor or serious traffic offense, including but not limited to any deferred judgment and sentence ordered or supervised by a court of law; and*
 - c. *Any change to any sign on the licensed premises or adjacent grounds.*

Sec. 1.18. Books and records.

1. *Every licensee shall maintain on the licensed premises at any time that any person is present on the licensed premises accurate and up-to-date books and records of the business operations of the licensee or an authentic copy of the same, including but not limited to the following:*
 - a. *All books and records required to be maintained by the Colorado Marijuana Code and the regulations promulgated thereunder;*
 - b. *Lists, manifests, orders, invoices and receipts for all marijuana, marijuana plants and medical marijuana-infused products cultivated, harvested, processed, delivered, purchased, Centered, sold and exchanged during the preceding two (2) years by each*

- transaction or event, including the date, source, strain, type, quantity, weight and purchaser;*
- c. An inventory of all marijuana and medical marijuana-infused products presently on the licensed premises;*
 - d. Sales taxes and all other taxes collected and paid pursuant to this ordinance;*
 - e. The name, address and a copy of each purchaser's medical marijuana registry card for every patient who has registered the medical marijuana ~~store center~~ as his or her primary center or who has purchased medical marijuana, marijuana plants or medical marijuana-infused products at the licensed premises;*
 - f. The written recommendation of any physician who has recommended that a patient registered with the medical marijuana center needs more than two (2) ounces of medical marijuana and six (6) marijuana plants to address the patient's debilitating medical condition;*
 - g. The name, address and a copy of the medical marijuana license of any other medical marijuana facility licensee with whom the licensee has transacted any business, including but not limited to any purchase, sale or exchange of marijuana plants, harvested marijuana or medical marijuana-infused products; and*
 - h. Copies of the medical marijuana registry card of a homebound patient and the waiver from the State authorizing a primary caregiver to purchase medical marijuana for the homebound medical marijuana patient and transport the same to the homebound patient.*
- 2. The licensee shall separate or redact any information showing a patient's debilitating medical condition from the above records.*

Sec. 1.19. Inspection of books and records; audits.

- 1. Any law enforcement officer or the Town Manager may, without a warrant and without reasonable suspicion, inspect the books and records described in Section 1-17 above at any time that anyone is present inside the licensed premises, but shall not inspect confidential patient medical information describing a patient's debilitating medical condition, unless a warrant specifically authorizing inspection of such records is issued or there are legal grounds that would excuse the requirement of a warrant.*
- 2. Upon five (5) days written notice, a licensee shall provide the books and records of the licensee for inspection or auditing by the Town, but shall not be required to provide any confidential patient medical information. In the event confidential patient medical information is interspersed with other records or is contained on the same sheet of paper or electronic record, the licensee shall copy the record and redact the confidential patient medical information and provide a redacted copy to the Town or law enforcement officers.*

Sec. 1.20. Inspection of licensed premises and adjacent grounds.

- 1. Every licensed premises and adjacent grounds shall be open to inspection by town marshals, building officials, Dolores Fire Protection District officials, zoning officials and health department officials at any time that anyone is present in the licensed premises, without*

- obtaining a search warrant and without reasonable suspicion to believe that any violation or criminal offense has occurred.*
2. *The licensee, Controlling Beneficial Owners, business manager and employees shall have no reasonable expectation of privacy as to the buildings, rooms, areas, furniture, safes, lockers or containers on the licensed premises and adjacent grounds, except as provided in this Section.*
 3. *Licensees, Controlling Beneficial Owners, business managers, employees, patients, primary caregivers and other persons on the licensed premises and adjacent grounds shall retain a reasonable expectation of privacy as to their medical condition, their persons, the personal effects in their immediate possession, and their motor vehicles on the licensed premises and adjacent grounds, to the extent provided by law.*

Sec. 1.21. Suspension and revocation of license.

1. *In accordance with Section 44-10-901, C.R.S., as contained in the Colorado Marijuana Code, and the rules and regulations promulgated thereunder, the Local Licensing Authority shall have the power, on its own motion or on complaint, after investigation and opportunity for a public hearing at which the licensee shall be afforded an opportunity to be heard, to suspend or revoke a medical marijuana business license issued by the Local Licensing Authority. The Local Licensing Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of the hearing. Subpoenas shall be enforced by the Municipal Court. The procedure for imposing such disciplinary actions shall be in accordance with Section 44-10-901, C.R.S.*
2. *The Local Licensing Authority may suspend or revoke a medical marijuana business license for a violation by the licensee or by any of the agents or employees of the licensee of the following:*
 - a. *Any of the provisions of the Colorado Marijuana Code or the rules and regulations promulgated thereunder;*
 - b. *Good cause as defined in Subsection (17) of Section 44-10-103, C.R.S., as contained in the Colorado Marijuana Code;*
 - c. *Violation of any of the provisions set forth in this Article;*
 - d. *The licensee has failed to pay the annual medical marijuana license and application fees, annual business license fee or sales taxes due and owing;*
 - e. *The licensee has made any false statement in the application for a license or renewal thereof as to any of the facts required to be stated in such application;*
 - f. *The licensee has failed either to file the required reports or to furnish such information and records as required by this Article;*
 - g. *Violation of any condition imposed by the Local Licensing Authority on the issuance of the license;*
 - h. *Any facts or conditions exist which, if it had existed or had been known to exist at the time of the application for such license or renewal thereof, would have warranted the Local Licensing Authority in refusing originally to issue such license or renewal thereof;*
 - i. *The licensee has failed to maintain the licensed premises in compliance with the requirements of the Land Use Code or any building, electrical or mechanical code*

provision applicable to the licensed premises; or

- j. The licensee, or any of the agents or employees of the licensee, have violated any ordinance of the Town or any state law on the licensed premises or have permitted such a violation on the licensed premises by any other person.*
- 3. Except in the case of an emergency suspension, a suspension of a license shall not be for a period longer than six (6) months.*
- 4. Any final decision of the Local Licensing Authority suspending or revoking a medical marijuana business license, following a hearing as permitted in this Section, may be appealed to the Montezuma County District Court within thirty (30) days following the date of such decision pursuant to the provisions of Rule 106(a)(4), Colorado Rules of Civil Procedure.*

ARTICLE II. Licensing and Regulation of Recreational Marijuana Businesses

Sec. 2.1. Purpose.

- 1. The Board of Trustees intends to regulate the use, acquisition, production and distribution of recreational marijuana in a manner consistent with the Section 16 of Article XVIII of the Colorado Constitution ("Retail Marijuana Amendment") and in accordance with the Colorado Marijuana Code, Article 10 of Title 44, C.R.S. (the "Colorado Marijuana Code") and regulations adopted by the State of Colorado thereunder.*
 - a. The Colorado Marijuana Code, Article 10 of Title 44, C.R.S., imposes statewide regulations pertaining to the cultivation, manufacture, distribution and sale of retail marijuana and for the licensing of retail marijuana business establishments. Such legislation also permits local licensing of such establishments. However, the State law is not intended to, and does not; address the local impacts of marijuana operations, making it appropriate for local regulation of marijuana business.*
 - b. The use, distribution, cultivation, production, possession and transportation of marijuana remains illegal under federal law, and marijuana is still classified as a "Level 1 Controlled Substance" under federal law. Nothing within this Article is intended to promote or condone the production, use, sale or distribution of retail or recreational marijuana other than in compliance with applicable local and State law and the Colorado Constitution.*
 - c. This Article is not intended to regulate medical marijuana businesses which are governed by Article I above in this ordinance.*
 - d. This Article is to be construed to protect the interests of the public over marijuana business interests. Operation of a retail marijuana business establishment is a revocable privilege and not a right within the Town. There is no property right for an individual to have a business to sell marijuana within the Town of Dolores.*
- 2. The purpose of this Article II is to implement the Recreational Marijuana Amendment in a manner consistent with the Colorado Marijuana Code to protect the health, safety and welfare of the residents of the Town by prescribing the time, place and manner in which retail marijuana businesses may be operated within the Town. In addition, the purpose of this Article is to:*
 - a. Provide for the safe sale of retail and recreational marijuana to persons legally permitted*

- to obtain, possess and use marijuana for recreational purposes in accordance with the Recreational Marijuana Amendment.*
- b. Protect public health and safety through reasonable limitations on business operations as they relate to noise, air quality, food safety, public safety, security for the businesses and their personnel, and other health and safety concerns.*
 - c. Impose fees in an amount sufficient to cover the direct and indirect cost to the Town of licensing and regulating retail marijuana business.*
 - d. Allow retail marijuana Centers, retail marijuana cultivation facilities, retail marijuana product manufacturing facilities and retail marijuana testing facilities to operate in compliance with this Article II.*
 - e. Facilitate the implementation of the Recreational Marijuana Amendment without going beyond the authority granted by such Amendment.*
 - f. The approval of any license, renewal or change to any existing license by the Local Licensing Authority is expressly contingent upon approval of the applicant by the State Licensing Authority.*

Sec. 2.2. Definitions.

- 1. The following words and phrases used in this Article shall have the following meanings unless the context clearly indicates otherwise:*
 - a. Applicant means a person who has submitted an application to the Dolores Local Licensing Authority pursuant to this Article to operate a retail marijuana business, which application has not been approved or denied by the Authority.*
 - b. Advertised, advertising or advertisement means the act of drawing the public's attention, whether through print, signs, telephonic, electronic, wireless or digital means, to a retail marijuana business or retail marijuana testing facility in order to promote the sale, cultivation, or testing of marijuana by the business.*
 - c. Business manager means the individual(s) designated by the owner of a retail marijuana Center, retail marijuana cultivation facility, retail marijuana product manufacturing facility, or retail marijuana testing facility who are registered with the Town as the person(s) responsible for all operations of the business during the owner's absence from the business premises.*
 - d. Character and record includes all aspects of a person's character and record, including but not limited to, moral character; criminal record including serious traffic offenses; record of previous sanctions against liquor licenses, gambling licenses, retail marijuana licenses, or medical marijuana licenses, which the person owns, in whole or in part, and which the person serves as a Controlling Beneficial Owner, manager or employee; education, training, experience; civil judgments entered against the person; truthfulness, honesty; and financial responsibility. The conviction of any person for any offense, shall not, in itself, be grounds for a finding of a bad character and record if such person demonstrates that he/she has been rehabilitated in accordance with Section 24-5-101, C.R.S. In the event the Local Licensing Authority considers information concerning the criminal history of a person, the Local Licensing Authority shall also consider any information provided by an applicant regarding such criminal history records, including but not limited to, evidence of rehabilitation, character references and educational*

achievements, especially those items pertaining to the period of time between the last criminal conviction and the time of consideration of a license application.

- e. *Co-located marijuana business means a medical marijuana business that has a license pursuant to Article I of this Ordinance that is permitted by the owner of the building and all applicable laws, to divide the licensed medical marijuana business to allow for both a medical marijuana ~~storecenter~~ and a retail marijuana ~~store~~ Center as a separate business premises with separate licenses from the Town within the same footprint and owned by the same person(s) or entity.*
- f. *Colorado Marijuana Code shall mean Article 10 of Title 44, C.R.S., as the same may be hereafter amended, and any rules or regulations promulgated thereunder.*
- g. *Direct beneficial interest owner means a person or closely held business entity that owns a share or shares of stock in a licensed retail marijuana business, including the officers, directors, managing members, or partners of the licensed retail marijuana business or closely held business entity, or a qualified limited passive investor.*
- h. *Good cause, for purpose of denial of an initial, renewal, or reinstatement of a license application, or for the imposition of disciplinary action against an existing licensee shall mean:*
 - i. *The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms and conditions of this Article II or provisions of the Colorado Marijuana Code, any rules promulgated pursuant thereto, or any other supplemental relevant State or local law, rules or regulations; or*
 - ii. *The licensee or applicant has failed to comply with any special terms or conditions that were placed upon the license pursuant to an order of the State Licensing Authority or the Dolores Local Licensing Authority; or*
 - iii. *The licensee or applicant has a bad character and record; or*
 - iv. *The licensee's licensed premises has been operated in a manner that adversely affects the public health, safety or welfare of the neighborhood in which the establishment is located.*
- i. *Good moral character means having a personal history that demonstrates honesty, fairness, and respect for the rights of others and the law, pursuant to Colorado Marijuana Enforcement Division regulations.*
- j. *License means to grant a license pursuant to the Colorado Marijuana Code and this Article for a retail marijuana Center, retail marijuana cultivation facility, retail marijuana product manufacturing facility, or retail marijuana testing facility.*
- k. *Licensed premises means the premises specified in an application for a license pursuant to this Article V and the Colorado Marijuana Code that is owned by or in possession of the licensee and within which the licensee is authorized to distribute, sell, cultivate, or manufacture marijuana products, or test retail marijuana in accordance with the provisions of the Colorado Marijuana Code.*
- l. *Licensee shall mean the retail marijuana business named on the retail marijuana business license, and all individuals named in the initial retail marijuana business license application, or individuals later submitted to and approved by the Town, including without limitation, owners, business managers, financiers, and individuals owning any part of an entity that holds a financial or other ownership interest in the retail marijuana business.*

- m. *Local Licensing Authority shall mean the Dolores Local Licensing Authority which shall consist of the members of the Dolores Board of Trustees or its designee(s).*
- n. *Marijuana for the purposes of this Article shall have the same meaning as set forth in the Recreational Marijuana Amendment or as may be more fully defined in any applicable State or local law or regulation.*
- o. *Marijuana accessories shall have the same meaning as such term is defined in the Recreational Marijuana Amendment.*
- p. *Marijuana business shall mean any medical marijuana business as defined by Article I of the this Ordinance or retail marijuana business as defined in this Article II.*
- q. *Medical marijuana shall have the same meaning as set forth in Section 14 of Article XVIII of the Colorado Constitution.*
- r. *Medical marijuana business shall include medical marijuana ~~stores, centers,~~ medical marijuana ~~infused~~ products manufacturers, and medical marijuana ~~optional~~ premises-cultivation ~~facility operations~~ as defined in the Colorado Marijuana Code, Article 10 of Title 44, C.R.S.*
- s. *Operating fees means fees that may be charged by the Town for costs including but not limited to inspection, administration, and enforcement of regulations governing retail marijuana business authorized pursuant to subsection 16(5)(f) of Article XVIII of the Colorado Constitution, the Colorado Marijuana Code, the rules adopted pursuant thereto, and this Article II.*
- t. *Place open to the general public shall mean any property owned, leased or used by a public entity, any place of private property open to the public, common areas of buildings, public parks, vehicles, streets, sidewalks, trails, those portions of any public or private property upon which the public has an expressed or implied license to enter or remain, and any place visible from such places. Places open to the general public shall not include any private residential property regardless of whether it can be seen from a place open to the public.*
- u. *Preschool means a facility that provides preschool programs and services to a school district under the Colorado Preschool Program Act to a majority of the children who attend or are enrolled in that facility.*
- v. *Recreational marijuana means any marijuana intended for recreational use which meets all of the requirements for recreational marijuana contained in this Article, the Recreational Marijuana Amendment, and any other applicable State or local law.*
- w. *Retail marijuana means all parts of the plant of the genus cannabis (hereafter the plant) whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin including marijuana concentrate, that is cultivated, manufactured, distributed, or sold by a licensed retail marijuana Center. Retail marijuana does not include industrial hemp, nor does it include fiber produced from stalks, oil or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.*
- x. *Retail marijuana cultivation facility has the same meaning as "marijuana cultivation facility" as defined in Section 16(2)(h) of Article XVIII of the State Constitution.*
- y. *Retail marijuana business means a retail marijuana Center, a retail marijuana cultivation*

- facility, a retail marijuana products manufacturer, or a retail marijuana testing facility.
- z. Retail marijuana products manufacturer has the same meaning as "marijuana product manufacturing facility" as defined in Section 16(2)(j) of Article XVIII of the State Constitution.
 - aa. Retail marijuana Center has the same meaning as defined in Section 16(2)(n) of Article XVIII of the State Constitution.
 - bb. Retail marijuana testing facility means "marijuana testing facility" as defined in Section 16(2)(l) of Article XVIII of the State Constitution that is licensed pursuant to the Colorado Marijuana Code.
 - cc. School means a public or private licensed preschool, or a public, private or charter elementary, middle, junior high or high school, vocational school, secondary school, community college, college or other institution of higher education.
 - dd. State Licensing Authority means the authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution, and sale of retail marijuana in Colorado, pursuant to Section 44-10-201, C.R.S. of the Colorado Marijuana Code.

(ee). As used herein the term "Light Infused Product Manufacturing" shall mean the manufacturing of marijuana products in a manner that does not involve the use of butane, compressed carbon dioxide gas, or other flammable, explosive, or hazardous materials. By way of example, "Light Infused Product Manufacturing" would include the preparation of edible products in a commercial kitchen made from a THC Distillate that is manufactured elsewhere or which is extracted using a non-hazardous cold-water process.

Sec. 2.3. License required for retail marijuana business.

1. It shall be unlawful to operate a retail marijuana Center, a retail marijuana cultivation facility, a retail marijuana product manufacturing facility, or a retail marijuana testing facility within the Town of Dolores without first obtaining a Town license to operate pursuant to this Article, and having a validly issued license in good standing from the State of Colorado, and having paid all applicable fees. Any person violating this Section shall be punished by a fine of up to three hundred ninety nine dollars (\$399.00), or by imprisonment in the Montezuma County jail for a period of up to ninety (90) days, or by both such fine and imprisonment. Each day that a violation continues shall be considered a separate and distinct offense.

Sec. 2.4. Composition of Local Licensing Authority.

1. The Board of Trustees is hereby designated as the Dolores Local Licensing Authority. The Board of Trustees, may by resolution, delegate its authority or part of its authority set forth in this Article to an individual or group of individuals to act as the Local Licensing Authority.

Sec. 2.5. Functions and powers of Local Licensing Authority.

1. The Local Licensing Authority shall have the duty and authority pursuant to the Colorado

Marijuana Code and this Article to grant or deny an application described in this Article and to levy penalties against a licensee in the manner provided by law.

2. *The Local Licensing Authority shall consider applications for new business premises, transfer of ownership, change of location, licensed premises modification, changes in tradename and any other appropriate application.*
3. *The Local Licensing Authority shall have the power to promulgate rules and regulations concerning the procedure for hearings before the Local Licensing Authority.*
4. *The Local Licensing Authority shall have the power to require any applicant or licensee to furnish such information to the Authority as may be reasonably necessary in order for the Authority to perform the duties and functions authorized by this Article II.*
5. *The Local Licensing Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records at any hearing which the Authority is authorized to conduct. Any subpoena shall be served in the same manner as a subpoena issued by a district court of the State. The Municipal Judge shall have the power and authority to enforce such subpoena.*

Sec. 2.6. Limitation on the number of licenses that may be issued within the Town.

1. *A maximum of two (2) retail marijuana Center licenses which may be a co-located medical and retail marijuana business shall be issued by the Local Licensing Authority. A maximum of two (2) retail marijuana cultivation licenses which may be a co-located medical and retail marijuana business shall be issued by the Local Licensing Authority. A maximum of one (1) retail marijuana manufacturing facility license which may be a co-located medical and retail marijuana business shall be issued by the Local Licensing Authority. A maximum of one (1) retail marijuana testing facility license shall be issued by the Local Licensing Authority. An application for renewal of an existing retail marijuana Center license or retail marijuana cultivation facility license shall receive a preference over an application for a new retail marijuana Center license or new retail marijuana cultivation facility license if the existing business has substantially met all of the requirements of this Article and the Colorado Marijuana Code during the previous license term and is in good standing. If a new retail marijuana Center license or a new retail marijuana cultivation license becomes available for issuance after the issuance of the initial licenses described herein, the Town Clerk may publish a notice stating when the Town will accept applications for such licenses. Any applications received before or after the period described in such notice will be considered null, void and of no effect.*

Sec. 2.7. Co-location of marijuana businesses.

1. *A person who holds a medical marijuana center license pursuant to Article I of this Ordinance Code and Article 10 of Title 44, C.R.S. and a retail marijuana Center license may operate both licenses within the same premises ("co-located operation"), provided they can satisfy the requirements applicable to each business or each premises under the Colorado Marijuana Code, Article 10 of Title 44, C.R.S., Colorado Marijuana Code, and Articles I and II of this ordinance.*
2. *No co-located license shall be issued for a retail marijuana Center in a retail marijuana*

- testing facility, or for a medical marijuana business in a retail marijuana testing facility.
3. No co-located license shall be issued for a location in any zone where either of the proposed co-located operations are prohibited by the Town's Land Use Code.
 4. In the event a medical marijuana center authorizes medical patients under twenty-one (21) years of age on the premises, then there shall be a complete separation of the medical marijuana center and the retail marijuana Center operated under co-located licenses. Specifically the operation of a co-located business premises shall include the following:
 - a. Separate sales and storage areas;
 - b. Separate entrances and exits;
 - c. Separate inventories and inventory tracking processes;
 - d. Separate point of sales operations;
 - e. Separate record keeping systems; and
 - f. Each operation shall otherwise meet all requirements imposed herein or in any State law for the operation of a retail marijuana business and a medical marijuana business.
 5. Licensees operating a medical marijuana center that prohibits the admittance of patients under the age of twenty-one (21) years and a retail marijuana Center may share their licensed premises as a co-location. Such a medical marijuana center licensee must post signage that clearly conveys that persons under the age of twenty-one (21) years may not enter the premises. Under these circumstances, and upon approval of the State Licensing Authority and the Dolores Local Licensing Authority, the medical marijuana and retail marijuana and medical marijuana-infused products and retail marijuana products must be separately displayed on the same sales floor. Record keeping for the business operation of both must enable the State and the Town to clearly distinguish the inventories and business transactions of medical marijuana and medical marijuana-infused products from retail marijuana and retail marijuana products.

Sec. 2.8. Issuance of initial licenses—General.

1. After adoption of this Ordinance, the Town Clerk may publish a notice that the Town of Dolores is accepting applications for retail marijuana business licenses. Said notice shall establish a deadline for the Town's acceptance of such applications. The Town Clerk shall initially review such applications for completeness. In the event the Town Clerk finds that an application is incomplete, the Town Clerk shall notify the applicant in writing of the application deficiencies and allow the applicant to correct such deficiencies within fifteen (15) days from the date of receiving such notice. The Town Clerk shall then forward the applications to the Local Licensing Authority for processing and review. The Local Licensing Authority shall then finally determine the sufficiency of the license applications and the eligibility of the applicants to hold a retail marijuana business license.
2. The Town Clerk shall initially review such applications for completeness. If an application is incomplete or fails to comply with the requirements of this Article or the Colorado Marijuana Code, Article 10 of Title 44, C.R.S., the Town Clerk shall reject said application. Amendment of such application or correction of information on such application shall not be permitted. The Town Clerk shall forward the applications that appear complete and in compliance with this Article and the Colorado Marijuana Code to the Local Licensing Authority for processing and review. The Local Licensing Authority shall then finally determine the sufficiency of the

license applications and the eligibility of the applicants to hold a retail marijuana business license.

Sec. 2.9. Issuance of licenses—Retail marijuana Centers and retail marijuana cultivation facilities.

- 1. If more sufficient license applications are received than the maximum number allowed pursuant to Section 2.8 and the Local Licensing Authority is not permitted to approve all of the sufficient applications received because of the limitations set forth in Section 2.6, the Local Licensing Authority shall establish a date and time for selecting by lot the priority of the sufficient license applications. The Local Licensing Authority shall then proceed to approve one (1) retail marijuana Center license to the highest priority applicant who has been a bonafide resident of Dolores, Colorado for at least one (1) year prior to the date of the application, or if a business entity, over fifty percent (50%) of its direct beneficial interest owners have been bonafide residents of Dolores, Colorado for at least one (1) year prior to the date of the application. The Local Licensing Authority shall also approve one (1) retail marijuana Center license to the highest priority applicant as determined by lot of all sufficient applications received, that have paid the applicable license and operational fees and that comply with the requirements of this Article. The Local Licensing Authority shall also approve two (2) retail marijuana cultivation facility licenses for the two (2) highest priority applicants, as determined by lot, that have paid the applicable license and operational fees and that comply with the requirements of this Article. One (1) retail marijuana cultivation facility license shall be awarded to the highest priority applicant as determined by lot who has been a bonafide resident of Dolores, Colorado for at least one (1) year prior to the date of the application, or if a business entity, over fifty percent (50%) of the direct beneficial owners have been bonafide residents of Dolores, Colorado for at least one (1) year prior to the date of the application. A third retail marijuana cultivation facility license shall be issued to the highest priority applicant as determined by lot who was not awarded a license through the process described above.*
- 2. In regard to license applications for retail marijuana Centers and/or retail marijuana cultivation facilities received by the Local Licensing Authority, if more sufficient license applications are received by the Local Licensing Authority than the number of available licenses permitted pursuant to Section 2.8 and the Local Licensing Authority is not permitted to approve all of the sufficient applications received because of the limitation set forth in Section 2.6, the Local Licensing Authority shall establish a date and time for selecting by lot the priority of the sufficient license applications. No priority shall be given based upon the residency of the applicant.*
- 3. The Local Licensing Authority shall also issue retail marijuana cultivation licenses to retail marijuana Center licensees who also submit applications for a retail marijuana cultivation facility and who agree that at least seventy percent (70%) of the product cultivated will be supplied to its own retail marijuana Center.*
- 4. Initial Review. In addition to other requirements contained in this Article II the initial criteria considered for review by the Local Licensing Authority for an application for a retail marijuana Center license and retail marijuana cultivation facility license must be satisfied in full before the applicant will be assigned a priority number. The initial review standards are*

as follows:

- a. *The applicant has fully completed a State Licensing Authority application including all subparts thereof, which shall be submitted as part of its application to the Local Licensing Authority. No material changes to the application to the State Licensing Authority shall be made after such submission to the Local Licensing Authority. This Code contemplates that the completed State Licensing Authority application will be submitted to the State Licensing Authority after approval by the Local Licensing Authority. "Material change" includes change of location, change of type of license, change in business structure or financing structure/arrangements, change in detailed floor plans, or changes to applicants security plan;*
 - b. *The applicant shall not be ineligible based on a criminal conviction as defined by CRS § 44-10-307 as amended;*
 - c. *The applicant's proposed facility location satisfies the buffering requirements set forth herein; and*
 - d. *The business must certify that it has satisfied or will meet the minimum security requirements of this Article V prior to opening.*
5. *Award of Retail Marijuana Center and Retail Marijuana Cultivation Facility Licenses. The Local Licensing Authority shall issue a retail marijuana Center license to the applicants with the highest priority (as determined by lot if necessary) that have paid all applicable fees and that comply with the requirements of this Article. The Local Licensing Authority shall issue a retail marijuana cultivation license to the two (2) applicants with the highest priority as determined by lot as described above, that have paid all applicable fees and that comply with the requirements of this Article.*
6. *Limitation on Number of Licenses per Person. No person or business entity or any person associated with a business entity may hold an ownership interest in more than one retail marijuana Center located in the Town.*

Sec. 2.10. Permitted locations.

1. *All retail marijuana business licenses shall be issued for a specific location which shall be designated as the licensed premises. Retail marijuana business licenses shall only be issued for locations permitted as shown in the Principle Uses by Zoning District Table contained in the Town's Land Use Code and appendix to Article IV herein. If an applicant has not yet received a conditional use permit to operate a retail marijuana business, a license may be granted conditioned upon such conditional use permit being granted.*

Sec. 2.11. Distance requirements from schools and other locations.

1. *Distance from schools. Retail marijuana Centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of one thousand (1,000) feet from schools having full time enrollment of 100 or more students, as measured from the nearest property boundary of such school use to the front door or primary access of the proposed licensed premises. Retail marijuana Centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of five hundred (500) feet from schools*

having full time enrollment of less than 100 students, as measured from the nearest property boundary of such school use to the front door or primary access of the proposed licensed premises. Retail marijuana Centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of two hundred and fifty (250) feet from a building that is primarily used as a school administration office where children may be present, as measured from the nearest property boundary of such school use to the front door or primary access of the proposed licensed premises. Prior to issuing a retail marijuana business license, the Local Licensing Authority shall confirm that the proposed licensed premises boundaries meet such requirements.

2. *Once the marijuana business license is issued, the Town will not preclude a school from locating within the above described buffer zone. A retail marijuana business may then continue to operate at its present location. If a school use later locates within the applicable buffer zone, however, the licensee does so at its own risk, and the issued license provides no protection or indemnification against enforcement of federal or other applicable laws prohibiting the operation of a retail marijuana business.*
3. *Distance from licensed child care facilities. Retail marijuana Centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of two hundred fifty (250) feet from licensed child care facilities, as defined in the Colorado Marijuana Code.*
4. *Distance from publicly owned playgrounds. Retail marijuana Centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of two hundred fifty (250) feet from the nearest outside fence of any public playground owned by the Town of Dolores.*
5. *Distance from other medical marijuana businesses. There shall be no distance requirement between medical marijuana businesses.*

Sec. 2.12. General licensing conditions.

1. *Except as specifically provided herein, the issuance of a license for a retail marijuana business by the Town shall be subject to compliance with all provisions of Section 44-10-313, C.R.S. concerning licensing requirements.*
2. *The license requirements set forth in this Article shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, State or local law, including by way of example, a retail sales license, an occupation tax license, an excise tax license, a retail food establishment license, or any applicable zoning, land use or building permits.*
3. *The issuance of a license pursuant to this Article does not create a defense, exception or provide immunity to any person in regard to any potential criminal liability a person may have for the production, distribution or possession of marijuana.*
4. *A separate license shall be required for each location from which a retail marijuana business is operated. A separate license shall be required for each specific business or business entity, for each geographical location and for each co-located retail marijuana Center. No person or entity may hold an ownership interest in more than one (1) retail marijuana Center within the Town of Dolores.*
5. *The submission of an application for the issuance of a license under this Article from the Town shall act as acknowledgement and agreement by the applicant or the licensee that the*

sale of marijuana continues to be subject to the control and jurisdiction of the federal government and actions taken by the federal government under the federal laws and regulations may limit or invalidate any license issued by the Town or the licensee's ability to own or operate a retail marijuana business in the Town.

6. *After submission of a license application to the Local Licensing Authority, no material revisions, changes, corrections or amendments to such application will be accepted by the Local Licensing Authority. "Material" includes, but shall not be limited to, change of type of license, change in business structure, change of persons participating in a business entity, or financing structure/arrangements, change in detailed floor plans, and a change to the security plan.*

Sec. 2.13. License application requirements.

1. *Start Date. The Local Licensing Authority shall receive and process all applications for retail marijuana business licenses beginning on January 4, 2021.*
2. *Application Materials. An application for a retail marijuana business license shall be made on forms provided by the Town Clerk for such purposes. Only one (1) original application will be accepted. Copies will not be accepted. The Town Clerk is authorized to promulgate requirements concerning organization of the application such as binding requirements, font size, etc. The applicant shall use the application to demonstrate its compliance with the provisions of this Article II and other applicable laws, rules or regulations. In addition to general information required of standard applications, the application shall require the following information:*
 - a. *Name and address of the owner or owners of the proposed retail marijuana business and in whose name the license is proposed to be issued.*
 - b. *If the proposed owner is a corporation, then the application shall include the name and address of all officers and directors of the corporation, and of any person holding any financial interest in the corporation, whether as a result of the issuance of stock, instruments of indebtedness, or otherwise, including disclosure information pertaining to bank, savings and loan associations or other commercial lender which has loaned funds to the applicant.*
 - c. *If the proposed owner is a partnership, association or limited liability company, the application shall include the name and address of all partners, members, managers or persons holding any financial interest in the partnership, association or limited liability company, including those holding an interest as the result of instruments of indebtedness or otherwise including disclosure of information pertaining to a bank, savings and loan association, or other commercial lender which has loaned funds to the applicant. It is not permissible to refer to such individuals using generic descriptions such as "family and friends."*
 - d. *If the owner is not a natural person, the application shall include copies of the organizational documents for all entities identified in the application and the contact information for the person that is authorized to represent the entity or entities.*
 - e. *Name and address of the proposed business manager(s) of the retail marijuana business, if the business manager is proposed to be someone other than the owner, or if the owner is an entity rather than a natural person.*

- f. *A statement indicating whether any of the named owners, members, business managers, parties with a financial interest, or persons named on the application have been:*
 - i. *Denied an application for a medical marijuana business license or a retail marijuana business license pursuant to any State or local licensing law, rule or regulation, or had such license suspended or revoked.*
 - ii. *Denied an application for a liquor license pursuant to Article 3 or 4 of Title 44, C.R.S., or by any similar State or local licensing law, rule, regulation or had such license suspended or revoked.*
 - iii. *Convicted, entered a plea nolo contendere, or entered a plea of guilty in conjunction with a deferred judgment and sentence pertaining to any charge related to possession, use, or possession with intent to distribute narcotics, drugs or controlled substances.*
 - iv. *Convicted, entered a plea of nolo contendere, or entered a plea of guilty in conjunction with a deferred judgment and sentence pertaining to any charge related to driving or operating a motor vehicle while under the influence or while impaired by alcohol or controlled substances.*
 - v. *The applicant shall not be ineligible based on a criminal conviction as defined by CRS § 44-10-307 as amended.*
- g. *Proof that the applicant will have ownership or legal possession and control of the premises proposed for the retail marijuana business for the term of the proposed license. Purchase contracts for real estate may not include a contingency for licensure. "Backup contracts" will not be accepted as evidence the applicant has control of the property. Similarly, leases may not include a contingency for licensure.*
- h. *Proof of insurance as follows:*
 - i. *Workers compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work related to the operation of the retail marijuana business; and*
- i. *Comprehensive general liability insurance with minimum single limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate, applicable to all premises and operations.*
- j. *An operating plan for the proposed retail marijuana business including the following information:*
 - i. *A description of the products and services to be sold or provided by the retail marijuana business.*
 - ii. *A dimensioned floor plan of the proposed premises clearly labeled, showing:*
 1. *The layout of the structure and the floorplan in which the retail marijuana business will be located including information sufficient to prove compliance with ventilation, security and other structural requirements contained therein;*
 2. *The principle uses of the floor area depicted on the floorplan including but not limited to storage areas, retail sales areas and restricted areas where marijuana will be Centered and located; and*
 3. *Areas where any services other than the cultivation, distribution or sale*

of retail marijuana is proposed to occur on the licensed premises.

4. That the retail floor space will not exceed 1000 square feet.

- k. For a retail marijuana testing facility or retail marijuana products manufacturing facility, a plan that specifies all means to be used for extraction, heating, washing, or otherwise changing the form of the marijuana plant, or the testing of any marijuana, and verification of compliance with all applicable State and local laws for ventilation and safety measures for each process.*
- l. The maximum amount of retail marijuana or retail marijuana products that may be on the business premises at any one time expressed in grams of marijuana and units of marijuana- infused products.*
- m. A security plan indicating how the applicant will comply with the requirements of this Ordinance and any other applicable law, rule or regulation. The applicant may submit the portions of such security plan which include trade secrets or specialized security arrangements confidentially. The Town will not disclose the documents appropriately submitted under the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S. if they constitute confidential trade secrets or specialized security arrangements to any party other than law enforcement agencies, unless compelled to do so by court order. Any document that the applicant considers eligible for protection under the Colorado Open Records Act shall be clearly marked as confidential and the reasons for such confidentiality shall be stated on the document.*
- n. A business plan demonstrating applicant's ability to successfully operate in a highly regulated industry over an extended period of time. The plan shall indicate necessary capital improvements and the estimated cost thereof, an estimate of first year revenues and operating expenses, and evidence that the applicant will have the resources necessary to pay for such expenses.*
- o. A lighting plan showing the illumination of the outside area of the retail marijuana business for security purposes that meets the requirements of Article V of this Code.*
- p. A vicinity map drawn to scale, indicating within a radius of one-quarter ($\frac{1}{4}$) mile from the boundaries of the property upon which the retail marijuana business is to be located, the proximity of the property to any school.*
- q. Fingerprints and personal histories for all owners and parties having a financial interest in the proposed retail marijuana business as defined in this Article. All such individuals shall be subject to a criminal background check in conjunction with the license application and review conducted by the Colorado Bureau of Investigation pursuant to Section 44-10-307, C.R.S.*
- r. A plan for disposal of any retail marijuana or product that is not sold or is contaminated in a manner that protects any portion thereof from being possessed or ingested by a person or animal.*
- s. A plan for ventilation that describes the ventilating systems that will be used to prevent any odor of marijuana from extending beyond the premises of the business. A best available filtration system shall be required and carbon filtration is strongly encouraged by the Town.*
- t. If applicable, a plan showing that the cultivation operation will emit light outside of the licensed premises.*
- u. If applicable, a plan showing that the cultivation operation will not burden the Town's*

wastewater treatment facility.

- v. *A description of all toxic, flammable or other materials regulated by federal or State government that would have authority over the business if it was not a retail marijuana business, that will be used, kept or created at the retail marijuana business and the location where such materials will be Centered.*
- w. *An application for a retail marijuana business license shall be accompanied by the application fee, operational fee, criminal background fee, if any, together with any other applicable fees that may be established by resolution of the Board of Trustees.*
- x. *An application for a retail marijuana business license shall be accompanied by a completed State Licensing Authority application, including all subparts thereof, without attachments.*

Sec. 2.14. Inspection required.

- 1. *An inspection of the proposed retail marijuana business by the Town Manager, Town's Marshal's Office and the Town Building Official shall be required prior to actual issuance of a license. Such inspection shall occur after the premises are ready for operation, but prior to the stocking of the business with any retail marijuana or marijuana products, and prior to the opening of the business to the public. The purpose of the inspection is to verify that the business facilities are constructed and can be operated in accordance with the application submitted, the applicable requirements of this Article, and any other applicable law, rule or regulation such as building codes and fire codes.*
- 2. *The Building Official or designee shall conduct an annual fire and life safety inspection conducted by the Town Building Official is required for renewal of licenses.*

Sec. 2.15. Issuance of license.

- 1. *The Dolores Local Licensing Authority shall not issue a retail marijuana business license until the inspection, background checks, and all other information available to the Town have been found to verify that the applicant:*
 - a. *Has submitted a full and complete application;*
 - b. *Has made improvements to the business premises consistent with the application;*
 - c. *Is prepared to operate the business with the owners and business managers as set forth in the application, all in compliance with the provisions of this Article and any other applicable law, rule or regulation;*
 - d. *Has paid all required fees; and*
 - e. *Is otherwise in compliance with all other provisions of this Article and any other applicable provisions of the Dolores Municipal Code and the Colorado Marijuana Code, and the regulations promulgated thereunder.*

Sec. 2.16. Release of information.

- 1. *Any signature on an application for the issuance, transfer or modification of a license for a retail marijuana business or for a change in business manager or other amendment to the license shall*
-

constitute a release for purposes of allowing the Town to conduct investigations regarding the personal histories of all interested parties and shall constitute a consent to the release of any information obtained by the Town through such process as a public record under the Colorado Open Records Act, including, but not limited to, criminal history reports conducted by the Town or any other authorized agency and all financial disclosures obtained by the Town or any other entity.

Sec. 2.17. License fees and charges.

1. *Applicants for retail marijuana business licenses or existing licensees shall pay the following fees (which are in addition to any state license fees, whether or not shared with the Town and in addition to any applicable fees required under the Town Land Use Code and Building Code):*
 - a. *New license for retail marijuana Center application fee \$1,000.00).*
 - b. *New license for retail marijuana cultivation facility application fee \$1,000.00.*
 - c. *New license for retail marijuana manufacturing facility application fee \$1,000.00.*
 - d. *New license for retail marijuana testing facility application fee \$1,000.00.*
 - e. *Annual Operating Fee \$1,500.00.*
 - f. *Renewal of existing retail marijuana business license application fee \$1,000.00.*
2. *The fees above apply to each license issued, and a business with multiple locations in the Town must pay separate fees for each location. The appropriate fees must be paid in conjunction with any application or request before the Town will process or act upon forms submitted. All fees are non-refundable in the entirety. No fees previously paid by a licensee in connection with a license shall be refunded if the licensee's license is subsequently suspended or revoked.*

Sec. 2.18. Persons prohibited as licensees and business managers.

1. *The criteria for determination of those persons who are not eligible to receive a retail marijuana business license or to act as a business manager of such an establishment shall be as provided in this Article V and in Section 44-10-307, C.R.S.*
2. *No license approval provided by this Article shall be issued to or held by:*
 - a. *Any person whose criminal history indicates the person is not of good moral character;*
 - b. *Any corporation, any of whose officers', directors' or stockholders' criminal histories and record indicate such person is not of good moral character;*
 - c. *Any partnership, association, or company, any of whose officers', or any of whose members', criminal histories and record indicate such person is not of good moral character;*
 - d. *Any person employing, assisted by, or financed in whole or in part by any other person whose criminal history and record indicate such person is not of good moral character;*
 - e. *Any cooperative association, any of whose officers', directors', or stockholders' or members' criminal histories and record indicate that such person is not of good moral character;*
 - f. *A person under twenty-one (21) years of age;*

- g. *A person approved pursuant to this Article who, during a period of licensure or approval, or who, at the time of application, has failed to:

 - i. *File any tax return with a taxing agency related to the operation of a retail marijuana business or medical marijuana business;*
 - ii. *Pay any taxes, interest, or penalties due to a taxing agency relating to the operation of a retail marijuana business or medical marijuana business.**
 - h. *A person deemed ineligible based on a criminal conviction as defined by CRS § 44-10-307 as amended.;*
 - i. *A person who employs another person at a retail marijuana business who has not submitted fingerprints for a criminal history record check or whose criminal history record check reveals that the person is ineligible;*
 - j. *A sheriff, deputy sheriff, town marshal, or prosecuting officer, or an officer or employee of the State Licensing Authority or the Local Licensing Authority;*
 - k. *A person applying for a license for a location that is currently licensed as a retail food establishment or wholesale food registrant.*
3. *In investigating the qualifications of an applicant or a licensee, the Local Licensing Authority may have access to criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency. In the event the Local Licensing Authority considers the applicant's criminal history record, the Local Licensing Authority shall also consider any information provided by the applicant regarding such criminal history record, including but not limited to, evidence of rehabilitation, character references, and educational achievements, especially those items pertaining to the time between the applicant's last criminal conviction and the consideration of the application for a retail marijuana business license. As used in this Section, "criminal justice agency" means any federal, State or municipal court or any governmental agency or subunit of such agency that administers criminal justice pursuant to a statute or executive order and that allocates a substantial part of its annual budget to the administration of criminal justice.*
4. *The focus of the inquiry into the character of any person associated with the operation of a retail marijuana business shall be whether the person's character is such that violations of State law or municipal ordinances pertaining to the possession and distribution of marijuana and/or the operation of retail marijuana business would be likely to result if a license were granted.*
5. *A direct beneficial interest owner who is a natural person must either:*
- a. *Have been a resident of Colorado for at least one (1) year prior to the date of the application; or*
 - b. *Be a United States citizen prior to the date of the application. A retail marijuana business may be comprised of an unlimited number of direct beneficial interest owners that have been residents of Colorado for at least one (1) year prior to the date of application. A retail marijuana business that is comprised of one (1) or more direct beneficial interest owners who have not been Colorado residents for at least one (1) year prior to submittal of the application shall have at least one (1) officer who has been a Colorado resident for at least one (1) year prior to submittal of the application and all officers with day to day operational control over the business must become Colorado residents for at least one (1) year prior to the submittal of the application. A retail marijuana business is limited to*

no more than fifteen (15) direct beneficial interest owners, including all parent and subsidiary entities, all of whom are natural persons. A direct beneficial interest owner that is a closely held business entity must consist entirely of natural persons who are United States citizens prior to the date of the application, including all parent and subsidiary entities.

6. *A retail marijuana business may include qualified institutional investors that own thirty percent (30%) or less of the retail marijuana business.*
7. *A person who intends to apply as a direct beneficial interest owner shall first submit a request to the State Licensing Authority for a finding of suitability as a controlling beneficial interest owner. The person shall receive a finding of suitability prior to submitting an application to the State Licensing Authority to be a direct beneficial interest owner. Failure to receive a finding of suitability prior to application shall be grounds for denial by the State Licensing Authority or Local Licensing Authority.*
8. *The State Licensing Authority shall perform a limited initial background check on qualified limited passive investors. If the initial background check provides reasonable cause for additional investigation, the State Licensing Authority may require a full background check. The State Licensing Authority shall review the retail marijuana business's operating documents to ensure compliance with this Section.*
9. *For the purposes of this subsection, unless the context otherwise requires, "institutional investor" means:*
 - a. *An employee benefit plan or pension fund that is subject to the federal "Employee Retirement Income Security Act of 1974", as amended, excluding employee benefit plan or pension funds sponsored by a licensee or an intermediary holding company licensee that directly or indirectly owns five percent (5%) or more of a licensee;*
 - b. *A State or federal government pension plan;*
 - c. *A group comprised entirely of persons specified above; or*
 - d. *Any other entity identified through rule by the State Licensing Authority.*

Sec. 2.19. Issuance or denial of approval.

1. *In determining whether to issue an approval of an application for possible granting of a license in accordance with Sections 2.8 and 2.9, the Local Licensing Authority may consider the following:*
 - a. *Whether the application is complete and signed by the applicant;*
 - b. *Whether the applicant has paid the application fee, license fee and the annual operating fee;*
 - c. *Whether the application complies with all of the requirements of this Article, the Colorado Marijuana Code, and rules promulgated by the State Licensing Authority;*
 - d. *Whether the application contains any material misrepresentations;*
 - e. *Whether the proposed retail marijuana business, retail marijuana cultivation facility or retail marijuana products manufacturing facility complies with the Town's Land Use Code. The Local Licensing Authority shall make specific findings of fact with respect to whether the building in which the proposed retail marijuana Center will be located conforms to the distance requirements set forth in Section 2.11; and*

- f. *The facts and evidence adduced as a result of its investigation as well as any other facts and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.*
2. *The Local Licensing Authority may deny the approval of an application for good cause as defined in Colorado Marijuana Code. If an application is administratively denied, the applicant may appeal such denial to the full Local Licensing Authority by filing a notice of appeal with the Town Clerk within fifteen (15) days following issuance of the decision denying the application. Said notice shall state the grounds for such appeal. Such appeal shall be heard by a hearing officer duly appointed by the Local Licensing Authority. Following a hearing and an opportunity for applicant to be heard, the hearing officer shall recommend to the Local Licensing Authority that the appeal be affirmed or denied.*
3. *The Local Licensing Authority may impose reasonable conditions upon any license approval or renewal issued pursuant to this Article.*
4. *After the initial granting of a retail marijuana Center license or retail marijuana cultivation facility license, if such license later becomes available, the Town Clerk may publish the availability of the license and the procedures set forth in Section 2.9 shall be followed.*
5. *No person shall own, operate, manage, control or hold a direct beneficial interest in more than one (1) retail marijuana Center within the Town of Dolores.*
6. *The Local Licensing Authority shall issue its decision approving or denying the application within thirty (30) days following completion of the application investigation by Town staff and completion of a determination of the priority for license applicants for retail marijuana Centers and retail marijuana cultivation facilities described in Section 6-108. The decision shall be in writing, shall state the reasons for the decision, and a copy of the decision shall be mailed by certified mail to the applicant at the address shown on the application.*
7. *An applicant must file its application to the State Licensing Authority within thirty (30) days following notification that the Local Licensing Authority has approved its application. Such applicant shall also set an appointment with the State Licensing Authority regarding such application. Failure to do so shall render the Local Licensing Authority's approval null and void and of no effect.*
8. *The Town Clerk shall not actually issue a license to an approved applicant until the applicant has been issued a license by the State Licensing Authority.*

Sec. 2.20 Renewal of license

1. *A licensee may renew its retail marijuana business license by submitting an application to the Town Clerk at least forty-five (45) days before and not more than ninety (90) days before the expiration of the license. If a licensee fails to file an application for renewal of its license at least forty-five (45) days before expiration of the license, the license shall expire.*
2. *A licensee may renew a license that has expired if:*
 - a. *The license has expired for less than thirty (30) days; and*
 - b. *The licensee pays the regular renewal fee and an additional \$500.00 late renewal fee.*
3. *If the applicant is not eligible for reinstatement of an expired license by the State Licensing Authority, the applicant is subject to the procedures and fees provided in the Code for a new license application.*

4. *In the event an application for renewal has been filed at least forty-five (45) days before the expiration of the previous permit, but the Local Licensing Authority does not rule on the application for renewal before the expiration of the previous license, the previous license shall be deemed extended until the Local Licensing Authority issues a decision on the application for renewal, but in no event may the license be extended for more than ninety (90) days.*
5. *The Local Licensing Authority may renew a license without a public hearing. However, if the Local Licensing Authority believes there may be good cause to deny the application for renewal, the Local Licensing Authority shall hold a public hearing on the application. The licensee shall have an opportunity to be heard at the hearing and shall be given at least fifteen (15) days written notice of the date and time of the public hearing on the application for renewal.*
6. *The Building Official or designee shall conduct a fire and life safety inspection prior to the renewal of the license.*

Sec. 2.21. Contents and display of approval.

1. *The approved licensee shall post the certificate of approval by the Local Licensing Authority in a conspicuous location on the premises. A retail marijuana business approval shall contain the following information:*
 - a. *Type of approval;*
 - b. *The name of the licensee;*
 - c. *The date of issuance of the approval;*
 - d. *The street address at which the licensee is authorized to operate the retail marijuana business;*
 - e. *Any conditions of approval imposed upon the license by the Local Licensing Authority;*
 - f. *The date of expiration of the approval; and*
 - g. *The signature of the Town Clerk.*

Sec. 2.22. Transfer/changes in ownership structure.

1. *License approvals held by natural persons may not be transferred. In the event a natural person or persons holding a license sell the associated retail marijuana business, the purchaser shall be entitled to apply for a new retail marijuana business license for the purchased business notwithstanding the provisions of Section 2.6. The purchaser shall be required to pay a new license application fee as set forth in Section 2.17. If the proposed sale or conveyance of a partial interest in a retail marijuana business to a person who previously did not own ten percent (10%) or more of the retail marijuana business will, after the sale, result in the person owning ten percent (10%) or more of the retail marijuana business, the licensee shall apply for a change in ownership structure, which the Local Licensing Authority shall process as a new license approval application by the new owner. A State license for a*

retail marijuana business is not transferrable except as provided in Section 44-10-312, C.R.S., as contained in the Colorado Marijuana Code.

2. *License approvals held by partnerships, corporations, limited liability companies, or other business entities are not transferrable and terminate automatically upon dissolution of the entity. If the proposed sale or conveyance of any interest in the entity to a person who previously did not own ten percent (10%) or more of the business will, after the sale, result in the person owning ten percent (10%) or more of the entity, the licensee shall apply for a change in ownership structure, which the Local Licensing Authority shall process as a new license approval application by the new owner notwithstanding the limitation for retail marijuana Centers contained in Section 2.6.*
3. *Changes in ownership structure that do not result in a person increasing that persons interest from less than ten percent (10%) to more than ten percent (10%) shall be reported to the Local Licensing Authority and may be approved administratively by the Town Clerk.*

Sec. 2.23. Change of location.

1. *A licensee may move its permanent location to another location in the Town, but it shall be unlawful to cultivate, manufacture, distribute, or sell retail marijuana at any such place until permission to do so is granted by the Local Licensing Authority and the State Licensing Authority.*
2. *In permitting a change of location, the Local Licensing Authority shall consider all reasonable restrictions that are or may be placed on the new location and any such new location shall comply with all requirements of this Article II, the Town's Land Use Code, the Colorado Marijuana Code, and rules promulgated by the State Licensing Authority, as well as other specific regulations required in this document.*
3. *The Local Licensing Authority shall not authorize a change of location until the applicant produces a license issued and granted by the State Licensing Authority covering the period for which the change of location is sought.*

Sec. 2.24. Suspension or revocation of a license.

1. *A license approval pursuant to this Article may be suspended or revoked by the Local Licensing Authority or a hearing officer appointed by the Local Licensing Authority after a hearing for the following reasons:*
 - a. *Fraud, misrepresentation, or a false statement of material fact contained in the license application;*
 - b. *Any violation of the Dolores Municipal Code or State law pertaining to the operation of a retail marijuana business including regulations adopted by the State Licensing Authority, for the possession or distribution of marijuana or manufacturing of retail marijuana products;*
 - c. *A violation of any of the terms and conditions of its license;*
 - d. *A violation of any of the provisions of this Article.*
2. *In deciding whether a retail marijuana business license should be suspended or revoked, and in deciding whether to impose conditions in the event of a suspension, the Local Licensing Authority shall consider:*

- a. *The nature and severity of the violation;*
 - b. *Corrective action, if any, taken by the licensee;*
 - c. *Prior violation(s), if any, by the licensee;*
 - d. *The likelihood of a reoccurrence of the violation;*
 - e. *The circumstances of the violation;*
 - f. *Whether the violation was willful; and*
 - g. *Previous sanctions if any imposed on the licensee.*
3. *The provisions of Part 6 of the Colorado Marijuana Code shall govern proceedings for the suspension or revocation of a license granted pursuant to this Article. The Local Licensing Authority may not impose a fine in lieu of a suspension as authorized under the provisions of the Colorado Marijuana Code.*

Sec. 2.25. Operational requirements—General.

1. *A retail marijuana business shall be operated and maintained strictly in accordance with the license application.*
2. *All retail marijuana business shall collect and remit all applicable State, County and Town sales taxes, occupation taxes, excise taxes or other lawfully imposed tax in a timely manner.*
3. *No marijuana or products containing marijuana shall be smoked, eaten or otherwise consumed or ingested within the retail marijuana business.*
4. *No person under twenty-one (21) years of age shall be allowed within the business premises of a retail marijuana business. No person shall be allowed entry into the business premises without showing a valid picture identification in accordance with the requirements of the Colorado Marijuana Code.*
5. *Any and all possession, storage, display or sales or other distribution of marijuana and testing of marijuana shall occur only within the restricted area of a retail marijuana business or retail marijuana testing facility and shall not be visible from the exterior of the business.*
6. *Each licensee shall manage the licensed premises himself or herself or employ a separate business manager on the premises. The licensee shall report any change in business manager to the Town within seven (7) days after the change.*
7. *The retail marijuana business shall not maintain any quantity of marijuana within the licensed premises in excess of the amount stated on the license application to the Town.*
8. *It shall be unlawful for any retail marijuana business to employ any person who is not at least twenty-one (21) years of age. All business managers and employees of any licensee shall possess a valid occupational license and identification badge issued by the State of Colorado.*
9. *Retail marijuana business shall provide adequate security on the business premises, which shall include the following:*
 - a. *Twenty-four (24) hour security surveillance color cameras to facilitate the investigation of crimes, with a redundant power supply and circuitry to monitor entrances/exits and the parking lot, if applicable, with the interior and exterior of the premises. Security video and audio shall be preserved for a minimum of forty (40) days in a secure off-site location in the Town or through a service over a network that provides on-demand access, commonly referred to as the "cloud". The owner shall provide segments of*

surveillance footage upon request to law enforcement officers investigating crimes committed against the establishment or its customers. The owner shall be required to produce surveillance footage disclosing the identity of customers and shall not edit surveillance footage to protect customer privacy. The resolution of these color cameras shall be of sufficient quality to allow for the identification of the subjects' facial features, in all lighting conditions, in the event of a crime;

- b. An NFPA 72 compliant fire/burglar system that is professionally monitored and maintained in good working order and inspected annually by a certified 3rd party; An NFPA 13 compliant fire suppression system that is professionally monitored and maintained in good working order and inspected annually by a certified 3rd party; any change in monitoring of the life safety systems requires notification to the Town within 72 hours; a locking safe permanently affixed to the premises suitable for storage of inventory and cash, all to be centered during non-business hours. Live plants being cultivated shall not be deemed inventory requiring storage in a locked safe;*
- c. Exterior lighting that illuminates the exterior walls of the establishment shall comply with the provisions of Article V of this Code and the Dolores Land Use Code;*
- d. No firearms, knives, or other weapons shall be permitted in a retail marijuana Center except those carried by sworn peace officers, those carried by persons having concealed weapons permits, and those carried by security personnel employed by the retail marijuana Center or its contractor.*
- e. The Dolores Town Marshal or other appropriate Town employee shall report to the Town Clerk all violations of this Article and other applicable State and local laws and the Town Clerk shall maintain a record of each license issued and record the reports of the violations in such records.*

Sec. 2.26. Operational requirements—Retail marijuana Centers.

- 1. Retail marijuana Centers may only be open to the public between the hours of 8:00 a.m. and 9:00p.m. daily, and no sale or other distribution of marijuana may occur upon the premises outside of those hours. A licensed cultivation facility in Dolores or its contracted agent may deliver marijuana and marijuana products as permitted by Colorado law on any day of the week and at any time except between the hours of 6:00 a.m. and 4:00p.m..*
- 2. For retail marijuana Centers, the odor of marijuana must not be perceptible at the exterior of the building, the exterior of the licensed premises, or at any adjoining use of the property. Retail marijuana Centers must use the best available filtration system such as carbon air filter scrubbers or charcoal filtration systems.*
- 3. Prior to initiating a sale, the employee of a retail marijuana Center making the sale shall verify that the purchaser has a valid identification card showing the purchaser is twenty-one (21) years of age or older. If a person under twenty-one (21) years of age presents a fraudulent proof of age, any action relying on the fraudulent proof of age shall not be grounds for the revocation or suspension of any license issued under this Article. If a retail marijuana Center licensee or employee has reasonable cause to believe that a person is*

under twenty-one (21) years of age and is exhibiting fraudulent proof of age in an attempt to obtain any retail marijuana or marijuana infused products, the licensee or employees are authorized to confiscate such fraudulent proof of age, if possible, and shall, within seventy-two (72) hours after the confiscation, remit the same to a State or local law enforcement agency. The failure to confiscate such fraudulent proof of age or to remit the same to a State or local law enforcement agency within seventy-two (72) hours after the confiscation does not constitute a criminal offense. If a retail marijuana Center licensee or employee believes that a person is under twenty-one (21) years of age and is exhibiting fraudulent proof of age in an attempt to obtain any retail marijuana or retail marijuana infused products, the licensee or employee, or any peace officer, acting in good faith and upon probable cause based upon reasonable grounds therefor, may detain and question such person in a reasonable manner for the purpose of ascertaining whether a person is guilty of any unlawful act regarding the purchase of retail marijuana. The questioning of a person by the licensee or an employee does not render the licensee or the employee civilly or criminally liable for slander, false arrest, false imprisonment, malicious prosecution, or unlawful detention.

4. *Any sale of retail marijuana by a retail marijuana Center shall be made in person, directly to the purchaser, within the restricted area of the retail marijuana Center. No sale shall be made by a telephone, internet or other means of remote purchase. Delivery shall occur only in person to the purchaser at the time of purchase within the restricted area of the retail marijuana Center. Vending machines are prohibited.*
5. *Drive in or drive through retail marijuana Center facilities shall not be permitted.*
6. *All retail marijuana sold or otherwise distributed by the licensee shall be packaged and labeled in a manner that advises the purchaser that it contains marijuana, specifies the amount of marijuana in the product, and that the marijuana is intended for use solely by a person lawfully possessing retail marijuana. The label shall be in compliance with all applicable requirements of the State of Colorado.*
7. *Retail marijuana Centers shall provide customers with the contact information for local drug abuse treatment centers as well as educational materials regarding the hazards of substance abuse.*
8. *Marijuana shall not be consumed or used on the premises of a retail marijuana Center and it shall be unlawful for a retail marijuana Center licensee to allow marijuana to be consumed upon its licensed premises. In the case of a retail marijuana Center located in a structure with a legal secondary unit or other legal dwelling unit, the secondary unit or dwelling unit shall not be considered part of the retail marijuana Center premises if access to such unit is prohibited to the retail marijuana Center customers.*

Sec. 2.27. Operational requirements—Retail marijuana cultivation facilities.

1. *Retail marijuana cultivation facilities may conduct business operations on the licensed premises at any time. However, shipping and receiving of products and supplies at the retail marijuana cultivation facility shall only occur between the hours of 4:00 a.m. and 10:00 p.m. on any day of the week.*

2. *A ventilation and filtration system shall be installed in every retail marijuana cultivation facility. A best available filtration system, such as carbon air filter scrubbers or a charcoal filtration system shall be used.*
3. *Only indoor retail marijuana cultivation facilities shall be permitted and shall be construed and operated in a manner to prevent light from growing operations to be visible outside of the structure.*

Sec. 2.28. Operational requirements—Retail marijuana products manufacturing.

1. *Retail marijuana product manufacturing facilities may conduct business operations on the licensed premises at any time. However, shipping and receiving of products and supplies shall only occur between the hours of 6:00am. and 10:00 p.m. daily.*
2. *A retail marijuana products manufacturing facility shall have a best available filtration system, such as carbon air filter scrubbers or charcoal filtration system.*
3. *A retail marijuana product manufacturing facility shall include appropriate ventilation systems to mitigate noxious gases or other fumes used or created as a part of production.*

Sec. 2.29. Operational requirements—Retail marijuana testing facilities.

1. *Retail marijuana testing facilities may conduct business operations on the licensed premises at any time. However, shipping and receiving of materials, supplies and retail marijuana or retail marijuana products shall only occur between the hours of 4:00 a.m. and 10:00 p.m. daily.*
2. *A retail marijuana testing facility shall contain a best available filtration system, such as carbon air filter scrubbers or a charcoal filtration system.*
3. *A retail marijuana testing facility shall contain appropriate ventilation systems to mitigate noxious gases or other fumes used or created as a part of testing procedures.*
4. *All retail marijuana testing facilities shall operate in compliance with all applicable State laws and regulations adopted pursuant to such laws including, but not limited to, Section 44-10-604, C.R.S.*

Sec. 2.30. Requirements relating to monitoring and security of restricted areas and inventory.

1. *All components of the security plan submitted with the application, as it may be amended, shall be in good working order, monitored and secured twenty-four (24) hours per day. A separate security system is required for each business. A security plan must include, at a minimum, the following security measures:*
 - a. *Cameras. Retail marijuana business shall include and use security color cameras to monitor and record all areas of the premises (excluding restrooms), including all areas where persons may gain or attempt to gain access to marijuana or cash maintained by the retail marijuana business. Cameras shall record operations of the business to an off-site location, and shall record all potential areas of ingress or egress to the business with*

sufficient detail to identify facial features and clothing. Recordings from security cameras shall be maintained by the licensee for a minimum of forty (40) days in a secure off-site location in the Town or through a service over a network that provides on-demand access, commonly referred to as a "cloud".

- b. *Storage. The retail marijuana business shall install and use a safe or safe room for storage of any inventory, processed marijuana and cash on the premises when the business is closed to the public. Safe rooms shall be incorporated into the building structure and shall have solid core doors with commercial grade locks and shall be visible through the surveillance camera system. For retail marijuana products that must be kept refrigerated or frozen, the business may lock the refrigerated container or freezer in a manner authorized by the Town in place of the use of a safe or safe room so long as the container is affixed to the building structure and visible through the surveillance camera system.*
- c. *NFPA 72 Compliant Fire Alarm-Burglar Alarm system. The retail marijuana business shall install and use an alarm system that is monitored by a company that is staffed twenty-four (24) hours a day, seven (7) days a week. The security plan submitted to the Town shall identify the company monitoring the alarm system, including contact information. Any modification relative to the company monitoring the alarm system shall be reported to the Town within seventy-two (72) hours.*

Sec. 2.31. Signage and advertising.

1. *All exterior signage associated with the retail marijuana business must meet the standards established in Town's Land Use and Development Code. In addition, no exterior signage shall use the word "marijuana", "cannabis" or any other word, phrase or symbol commonly understood to refer to marijuana.*
2. *A retail marijuana business may not advertise in a manner that is misleading, deceptive, false or is designed to appeal to minors.*
3. *Except as otherwise provided in this Section, it shall be unlawful for any person licensed under this Article or any other person to advertise any retail marijuana business or any retail marijuana infused product anywhere within the Town where the advertisement is in plain view of, or in, a place open to the general public, including advertising and using any of the following media: any billboard or other outdoor general advertising device; any sign mounted on a vehicle; any handheld or other portable sign; or any hand bill, leaflet or flyer directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property. The prohibition set forth in this Section shall not apply to:*
 - a. *Any sign located on the licensed premises of a retail marijuana business which exists solely for the purpose of identifying the location of the premises and which otherwise complies with this Article, the Town's Land Use and Development Code and any other applicable Town laws and regulations; or*
 - b. *Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the Town or on the internet.*

4. *No retail marijuana business shall distribute or allow the distribution of any marijuana without charge within a retail marijuana business or at any other place in the Town for purposes of promotion, advertising, or any other similar purpose.*

Sec. 2.32. Right of Entry—Records to be maintained and inspection procedures.

1. *Each licensee of a retail marijuana business shall keep and maintain a complete set of books of accounting, invoices, copies of orders and sales, shipping receipts, bills of lading, correspondence, and all other records necessary to fully document the business transactions of such licensee. The licensee shall also maintain records which verify that the amount of marijuana within the retail marijuana business does not exceed the amount allowed. All such records shall be open at all times during business hours for inspection and examination by the Town Manger, the Building Official, the Town Marshal, or their duly authorized representatives. The Town may require the licensee to furnish such information as it considers necessary for the proper administration of this Article. The records shall clearly show the source, amount, price and dates of all retail marijuana received or purchased, and the amount, price, and dates for all retail marijuana sold.*
2. *By accepting the retail marijuana business license, licensee consents to the disclosure of the information required by this Section.*
3. *The Town may require an audit of the books of account and records of the retail marijuana business as it may deem necessary. Such audit shall be made by an auditor selected by the Town, who shall have access to all books and records of such licensee. The expense of any audit determined to be necessary by the Town shall be paid by the Town; provided, however, should the audit reflect a failure of the licensee, in whole or in part, to timely remit all sales taxes, occupation taxes or excise taxes due to the Town, the expense of the audit shall be paid by the licensee.*
4. *The acceptance of a retail marijuana business license from the Town constitutes consent by the licensee, owners, business managers and employees of such business to permit the Town Manager, Town Marshal, Building Official, or their representatives to conduct routine inspections of the licensed retail marijuana business to assure that the retail marijuana business and the premises are being operated and maintained in accordance with the terms set forth in the application and that all operations in the premises remain in compliance with this Article, the Colorado Marijuana Code, and any rules or regulations promulgated thereunder.*
5. *All retail marijuana business shall be required to obtain applicable State and Town licenses and shall collect and remit all applicable State, County and Town sales taxes, occupation taxes and excise taxes in a timely manner. The retail marijuana business license and sales tax license for the business shall be conspicuously posted in the business.*

Sec. 2.33. Compliance with other applicable laws.

1. *Except as may be otherwise provided in this Article, or rules or interpretations adopted by the Town, any law or regulation adopted by the State of Colorado governing the cultivation, production, possession, distribution or testing of marijuana for retail or recreational use shall*

also apply to retail marijuana business licensed within the Town. Provided, however, if a State law or regulation permits what this Article prohibits, this Article shall control.

Sec. 2.34. Violations; penalty.

1. *Any person, other than a licensee of a retail marijuana business, who violates any provision of this Article shall be deemed guilty of a municipal offense and may be punished by a fine not to exceed three hundred and ninety nine dollars (\$399.00), imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment.*
2. *Any licensee of a retail marijuana business who violates any provisions of this Article shall be subject to civil penalties of up to one thousand dollars (\$1,000.00) for each day during which such violation occurs or continues. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. Following notice and hearing, the Local Licensing Authority may impose such civil penalties.*

ARTICLE III Marijuana Occupation Tax

Sec. 3.1. Purpose.

1. *The Board of Trustees of the Town of Dolores hereby finds, determines and declares:*
 - a. *For the purposes of this Article, every person that furnishes medical marijuana to a patient or a medical marijuana-infused products manufacturer or to other medical marijuana centers for consideration in the Town of Dolores, every retail marijuana Center that furnishes retail marijuana, retail marijuana products or retail marijuana accessories to a consumer for consideration in the Town of Dolores, every retail marijuana cultivation facility that cultivates and sells retail marijuana to a retail marijuana Center or retail marijuana product manufacturer for consideration in the Town of Dolores, and every retail marijuana product manufacturing facility that furnishes retail marijuana products to retail marijuana Centers for consideration in the Town of Dolores is exercising a taxable privilege. The purpose of this Article is to impose a tax which will be paid by every vendor providing medical marijuana, retail marijuana, retail marijuana products and cultivated retail marijuana in the town of Dolores, which tax will provide revenues for the Town of Dolores;*
 - b. *The provision of medical marijuana to patients and certain medical marijuana businesses and the provision of retail marijuana and retail marijuana products to consumers, retail marijuana Centers and retail marijuana product manufacturers results in the increased use of Town streets and rights-of-way, increased traffic, increased demands upon municipal services such as police protection and has a substantial affect upon the health, safety and welfare of the citizens of the Town of Dolores and upon the expenditures budgeted by the town, which is a matter of local concern; and*
 - c. *The classification of medical marijuana centers, retail marijuana Centers, medical and retail marijuana- infused products manufacturing facilities and retail marijuana cultivation facilities as separate businesses and occupations is reasonable, proper,*

uniform and nondiscriminatory; and the taxable amount hereby levied is reasonable, proper, uniform, nondiscriminatory, and necessary.

Sec. 3.2. Definitions.

1. *The following words and phrases used in this Article shall have the following meanings unless the context clearly indicates otherwise:*
 - a. *Medical marijuana means marijuana that is grown and sold for a purpose authorized by Article XVIII, Section 14 of the Colorado Constitution.*
 - b. *Medical marijuana business means the use of a property or portion thereof, for the production, cultivation, manufacture, storage, distribution, acquisition or sale of marijuana, including the use of property for medical marijuana centers, medical marijuana-infused products manufacturers and optional premises cultivation facilities, whether any such use is for profit or not for profit.*
 - c. *Medical marijuana center means a person licensed to operate a business as described in the Colorado Marijuana Code that sells medical marijuana and medical marijuana-infused products at retail to registered patients or primary caregivers as defined in Article XVIII, Section 14 of the Colorado Constitution, but is not a primary caregiver.*
 - d. *Medical marijuana-infused products manufacturer means a person licensed pursuant to the Colorado Marijuana Code to operate a business manufacturing medical marijuana-infused products.*
 - e. *Occupation Tax means a tax on each sales transaction of medical marijuana or retail marijuana as Defined in this Article III.*
 - f. *Patient has the meaning set forth in Article XVIII, Section 14(1)(c) of the Colorado Constitution.*
 - g. *Primary caregiver has the meaning set forth in Article XVIII, Section 14(1)(f) of the Colorado Constitution.*
 - h. *Person means an individual, partnership, firm, joint enterprise, limited liability company, corporation, estate or trust, or any group or combination acting as a unit, but shall not include the United States of America, the State of Colorado and any political subdivision thereof.*
 - i. *Retail marijuana means marijuana that is cultivated, manufactured, distributed or sold by a licensed retail marijuana business.*
 - j. *Retail marijuana business means the use of a property or portion thereof, for the production, cultivation, manufacture, storage, distribution, acquisition or sale of retail marijuana including the use of property for retail marijuana Centers, retail marijuana cultivation facilities and retail marijuana products manufacturing facilities, whether any such use is for profit or not-for-profit.*
 - k. *Retail marijuana cultivation facility means a "marijuana cultivation facility" as defined in Section 16(2)(h) of Article XVIII of the Colorado Constitution.*
 - l. *Retail marijuana product manufacturing facility means an entity licensed to purchase marijuana; manufacture, prepare and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana Centers, but not to consumers.*

- m. *Retail marijuana products means "marijuana products" as defined in Section 16(2)(k) of Article XVIII of the Colorado Constitution that are produced at a retail marijuana products manufacturing facility.*
- n. *Retail marijuana Center means an entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products at retail to consumers.*
- o. *Sale means the furnishing for consideration by any person of medical marijuana or retail marijuana within the Town.*
- p. *Tax means the tax payable by the vendor or the aggregate amount of taxes due from a vendor during the period for which the vendor is required to pay the occupation tax on the sales of medical marijuana or retail marijuana under this Article.*
- q. *Taxpayer means the vendor obligated to pay the tax under the terms of this Article.*
- r. *Vendor means a person furnishing medical marijuana to a patient or to a medical marijuana- infused products manufacturer or to a medical marijuana center for consideration within the Town, or a person furnishing cultivated retail marijuana to a retail marijuana Center or to a retail marijuana products manufacturer, or furnishing retail marijuana or retail marijuana products to consumers for consideration.*

Sec. 3.3. Levy of taxes.

1. *Medical Marijuana Centers. Pursuant to the authority granted by the Town's registered electors voting at the April 7, 2020 municipal election, there is hereby levied by the Town of Dolores an occupation tax in the amount of three dollars (\$3.00) per sales transaction on:*
 - a. *The provision of medical marijuana by medical marijuana centers to patients for consideration within the Town of Dolores;*
 - b. *The provision of medical marijuana-infused products to other medical marijuana centers for consideration, within the Town of Dolores;*
 - c. *The provision of medical marijuana by medical marijuana optional premises cultivation facilities to medical marijuana centers or medical marijuana-infused products manufacturers within the Town of Dolores.*
2. *Retail Marijuana Businesses. Pursuant to the authority granted by the Town's registered electors voting at the April 7, 2020 municipal election, there is hereby levied by the Town of Dolores an occupation tax in the amount of three (\$3.00) per sales transaction on:*
 - a. *The provision of retail marijuana, retail marijuana products, and retail marijuana accessories by any retail marijuana Center for consideration within the Town of Dolores;*
 - b. *The provision of retail marijuana by a retail marijuana cultivation facility to any retail marijuana Center, retail marijuana product manufacturing facility, or other retail marijuana cultivation facility for consideration within the Town of Dolores;*
 - c. *The provision of retail marijuana and retail marijuana products by any retail marijuana product manufacturing facility to retail marijuana Centers or other retail marijuana product manufacturing facilities for consideration within the Town of Dolores.*

Sec. 3.4. Exemptions.

1. *This Article shall not be applicable to transactions between a patient and a primary caregiver when acting in accordance with all applicable provisions of Article XVIII, Section 14(1)(c) of the Colorado Constitution, Section 44-10-101, et. seq., C.R.S., Section 25-1.5-106, C.R.S., and the regulations promulgated by the Colorado Department of Public Health and Environment, Colorado Department of Revenue or any other agency with regulatory authority concerning medical marijuana.*

Sec. 3.5. Collection of tax.

1. *Every vendor providing medical marijuana or retail marijuana taxable under this article shall remit such tax on or before the tenth day of each month on account of medical marijuana or retail marijuana transactions in the preceding month. Said payment shall be accompanied by a return which shall contain such information and be in such form as the Town Clerk may prescribe.*
2. *The burden of proving that any transaction is exempt from the tax shall be upon the vendor.*
3. *If the accounting methods regularly employed by the vendor in the transaction of business, or other conditions, are such that the returns aforesaid made on a calendar month basis will impose unnecessary hardship, the Town Clerk may, upon request of the vendor, accept returns at such intervals as will, in the Town Clerk's opinion, better suit the convenience of the vendor and will not jeopardize the collection of the tax; provided, however, the Town Clerk may by rule permit a vendor whose monthly tax obligation is less than one hundred dollars (\$100.00) to make returns and pay taxes at intervals not greater than three (3) months.*
4. *It shall be the duty of every vendor to maintain, keep and preserve suitable records of all sales made by the vendor and such other books or accounts as may be required by the Town Clerk in order to determine the amount of the tax of which the vendor is liable under this Article. It shall be the duty of every such vendor to keep and preserve for a period of three (3) years all such books, invoices and other records and the same shall be open for examination by the Town Clerk or designee.*
5. *The tax to be paid by a vendor shall not be stated and charged separately from the sale price of medical marijuana or retail marijuana on any record thereof at the time when the sale is made or at the time when evidence of the sale is issued, such as a receipt provided, a vendor may indicate on the record or receipt the sale price "includes Town of Dolores Occupation Tax."*

Sec. 3.5. Audit of records.

1. *For the purpose of ascertaining the correct amount of the occupation tax on medical marijuana or retail marijuana sales transactions due from any person engaged in such medical marijuana or retail marijuana business in the Town under this Article, the Town*

- Clerk or an authorized agent, may conduct an audit by examining any relevant books, accounts and records of such person.*
2. *All books, invoices, accounts and other records shall be made available within the Town limits and be open at any time during regular business hours for examination by the Town Clerk or an authorized agent. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested, the Town Clerk may issue a subpoena to require that the taxpayer or its representative attend a hearing or produce any such books, accounts and records for examination. Any such subpoena may be enforced by the Dolores Municipal Court.*
 3. *Any exempt person claiming an exemption under the provisions of this Article is subject to audit in the same manner as any other person engaged in the sale of medical marijuana or retail marijuana in the Town.*

Sec. 3.6. Tax overpayments and deficiencies.

1. *An application for refund of tax monies paid in error or by mistake shall be made within three (3) years after the date of payment for which the refund is claimed. If the Town Clerk determines that within three (3) years of the due date, a vendor overpaid the occupation tax on the provision of medical marijuana or retail marijuana, she shall process a refund or allow a credit against a future remittance from the same taxpayer. If at any time the Town Clerk determines the amount paid is less than the amount due under this Article, the difference together with the interest shall be paid by the medical marijuana business or retail marijuana business within ten (10) days after receiving written notice and demand from the Town Clerk. The Town Clerk may extend that time for good cause.*

Sec. 3.7. Tax information confidential.

1. *All specific information gained under the provisions of this Article which is used to determine the tax due from a taxpayer, whether furnished by the taxpayer or obtained through audit, shall be treated by the Town and its officers, employees or legal representatives as confidential. Except as directed by judicial order or as provided in this Article, no Town officer, employee, or legal representative shall divulge any confidential information. If directed by judicial order, the officials charged with the custody of such confidential information shall be required to provide only such information as is directly involved in the action or proceeding. Any Town officer or employee who shall knowingly divulge any information classified herein as confidential, in any manner, except in accordance with proper judicial order, or as otherwise provided in this Article or by law, shall be guilty of a violation hereof.*
2. *The Town Clerk may furnish to officials of any other governmental entity who may be owed sales tax any confidential information, provided that said jurisdiction enters into an agreement with the Town to grant reciprocal privileges to the Town.*
3. *Nothing contained in this Section shall be construed to prohibit the delivery to a taxpayer or its duly authorized representative a copy of such confidential information relating to such taxpayer, the publication of statistics so classified as to prevent the identification of*

particular taxpayers, or the inspection of such confidential information by an officer, employee, or legal representative of the Town.

Sec. 3.8. Forms and regulations.

1. *The Town Manger is hereby authorized to prescribe forms and promulgate rules and regulations to aid in the making of returns, the ascertainment, assessment and collection of said occupation tax on the provision of medical marijuana or retail marijuana and in particular and without limiting the general language of this Article, to provide for:*
 - a. *A form of report on the provision of medical marijuana or retail marijuana to be supplied to all vendors;*
 - b. *The records which medical marijuana businesses providing medical marijuana and medical marijuana-infused products and retail marijuana businesses providing retail marijuana, retail marijuana products and retail marijuana accessories are to keep concerning the tax imposed by this Article.*

Sec. 3.9. Enforcement and penalties.

1. *It shall be unlawful for any person to intentionally, knowingly, or recklessly fail to pay the taxes imposed by this Article, or to make any false or fraudulent return, or for any person to otherwise violate any provisions of this Article. Any person convicted of a violation of this Article shall be deemed guilty of a municipal offense, punishable by a fine of up to three hundred ninety nine dollars (\$300.00) and 90 days imprisonment or by both such fine and imprisonment. Each day, or portion thereof, that any violation of this Article continues shall constitute a separate offense.*
2. *A penalty in the amount of ten percent (10%) of the tax due or the sum of ten dollars (\$10.00), whichever is greater, shall be imposed upon the medical marijuana business or retail marijuana business and become due in the event the tax is not remitted by the tenth day of the month as required by this Article, or such other date as prescribed by the Town Clerk, and two and one-half percent (2.5%) interest shall accrue each month on the unpaid balance. The Town Clerk is hereby authorized to waive, for good cause shown, any penalty assessed.*
3. *If any part of a deficiency is due to negligence or intentional disregard of regulations, but without intent to defraud, there shall be added ten percent (10%) of the total amount of the deficiency, and interest, from the medical marijuana business or retail marijuana business required to file a return. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added fifty percent (50%) of the total amount of the deficiency together with interest and in such case, the whole amount of the unpaid tax, including the additions, shall become due and payable ten (10) days after written notice and demand by the Town Clerk.*
4. *If any medical marijuana business or retail marijuana business fails to make a return and pay the tax imposed by this Article, the Town may make an estimate, based upon available information of the amount of tax due and add the penalty and interest provided above. The Town shall mail notice of such estimate, by certified mail, to the medical marijuana business*

or retail marijuana business at its address as indicated in the Town records. Such estimate shall thereupon become an assessment, and such assessment shall be final and due and payable from the taxpayer to the Town Clerk ten (10) days from the date of service of the notice or the date of mailing by certified mail; provided, however, that within the ten (10) day period such delinquent taxpayer may petition the Town Clerk for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Town Clerk the documents, facts and figures showing the correct amount of such taxes due and owing.

5. *Such petition shall be in writing and the facts and figures submitted shall be submitted in writing, and shall be given by the taxpayer under penalty of perjury. Thereupon, the Town Clerk may modify such assessment in accordance with the facts submitted in order to effectuate the provisions of this Article. Such assessment shall be considered the final order of the Town Clerk, and may be reviewed by a court of competent jurisdiction under the Rule 106(a)(4) of the Colorado Rules of Civil Procedure, provided that the taxpayer gives written notice to the Town Clerk of such intention within ten (10) days after receipt of the final order of assessment.*

Sec. 3.10. Tax lien.

1. *The taxes imposed by this Article, together with the interest and penalties herein provided and the costs of collection which may be incurred, shall be, and until paid, remain a first and prior lien superior to all other liens on all of the tangible personal property of a taxpayer within the Town and may be foreclosed by seizing under distraint warrant and selling so much thereof as may be necessary to discharge the lien. Such distraint warrant may be issued by the Town Clerk whenever the taxpayer is in default in the payment of the tax, interest, penalty or costs. Such warrant may be served and the goods subject to such lien seized by any town peace officer, the Montezuma County Sheriff or any duly authorized employee of the Town. The property so seized may be sold by the agency seizing the same or by the Town Clerk at public auction after ten (10) days have passed following an advertised notice in a newspaper published in the Town, in the same manner as is prescribed by law in respect to executions against property upon judgment of a court of record, and the remedies of garnishment shall apply.*
2. *The taxes imposed by this Article shall be, and remain, a first and prior lien superior to all other liens on the real property and appurtenant premises at which the taxable transactions occurred.*

Sec 3.11. Recovery of unpaid tax.

1. *The Town Clerk may also treat any such taxes, penalties, costs or interest due and unpaid as a debt due the Town from the taxpayer.*
2. *In case of failure to pay the taxes, or any portion thereof, or any penalty, costs or interest thereon, when due, the Town Clerk may recover at law the amount of such taxes, penalties, costs, the reasonable value of any salaried attorney's time, including legal assistant's time, or the reasonable attorney's fees, including legal assistant's fees, charged, plus interest, in*

any county or district court of the county wherein the taxpayer resides or had a Controlling Beneficial Owner place of business (at the time the tax became due) having jurisdiction of the amount sought to be collected.

3. *The return of the taxpayer or the assessment made by the Town Clerk shall be prima facie proof of the amount due.*
4. *Such actions may be actions in attachment, and writs of attachment may be issued to the Montezuma County Sheriff, as the case may be, and in any such proceeding no bond shall be required of the Town Clerk, nor shall any Town peace officer or sheriff require of the Town Clerk an indemnifying bond for executing the writ of attachment or writ of execution upon any judgment entered in such proceedings. The Town Clerk may prosecute appeals in such cases without the necessity of providing a bond therefor.*
5. *It shall be the duty of the Town Attorney, when requested by the Town Clerk, to commence an action for the recovery of taxes due under this Article and this remedy shall be in addition to all other existing remedies, or remedies provided in this Article.*
6. *The Town may certify the amount of any delinquent tax, plus interest, penalties and the costs of collection, as a charge against the property at which the taxable transaction occurred to the Montezuma County Treasurer for collection in the same manner as delinquent ad valorem taxes pursuant to Section 31-20-105, C.R.S.*

Sec. 3.12. Status of unpaid tax in bankruptcy and receivership.

1. *Whenever the business or property of a taxpayer subject to this Article shall be placed in receivership, bankruptcy or assignment for the benefit of creditors, or seized under distraint for taxes, all taxes, penalties and interest imposed by this Article and for which the taxpayer is in any way liable under the terms of this Article shall be a prior and preferred lien against all the property of the taxpayer, except as to other tax liens which have attached prior to the filing of the notice, and no sheriff, receiver, assignee or other officer shall sell the property of any person subject to this Article under process or order of any court, without first ascertaining from the Town Clerk the amount of any taxes due and payable under this Article, and if there be any such taxes due, owing and unpaid, it shall be the duty of such officer to first pay the amount of the taxes out of the proceeds of such sale before making payment of any monies to any judgment creditor or other claimants of whatsoever kind or nature, except the costs of the proceedings and other preexisting tax liens as above provided.*

Sec. 3.13. Hearings, subpoenas and witness fees.

1. *Hearings before the Town Clerk pursuant to provisions in this Article shall be held in a manner that provides due process of law. Any subpoena issued pursuant to this Article may be enforced by the Dolores Municipal Judge pursuant to Section 13-10-112(2), C.R.S. The fees of witnesses for attendance at hearings shall be the same as the fees of witnesses before the district court, such fees to be paid when the witness is excused from further attendance.*

When the witness is subpoenaed at the instance of the Town Clerk, such fees shall be paid in the same manner as other expenses under the terms of this Article, and when a witness is subpoenaed at the instance of any party to any such proceeding, the Town Clerk may require that the cost of service of the subpoena and the fee of the witness be borne by the party at whose instance the witness is summoned. In such case, the Town Clerk, at his/her discretion, may require a deposit to cover the cost of such service and witness fees. A subpoena issued as aforesaid shall be served in the same manner as a subpoena issued out of a court of record.

- 2. The Dolores Municipal Judge, upon the application of the Town Clerk or the taxpayer, may compel the attendance of witnesses, the production of books, papers, records or memoranda, and the giving of testimony before the Town Clerk or any duly authorized hearing officers, by an action for contempt, or otherwise, in the same manner as production of evidence may be compelled before the court.*

Sec. 3.14. Depositions.

- 1. The Town Clerk or any party in an investigation or hearing before the Town Clerk may cause the deposition of witnesses residing within or without the State to be taken in the manner prescribed by law for like depositions in civil actions in courts of this State and to that end compel the attendance of witnesses and the production of books, papers, records or memoranda.*

Sec. 3.15. Statute of limitation.

- 1. Except as otherwise provided in this Section, the taxes for any period, together with interest thereon and penalties with respect thereto, imposed by this Article shall not be assessed, nor shall notice of lien be filed, or distraint warrant be issued, or suit for collection be instituted, or any other action to collect the same be commenced, more than three (3) years after the date on which the tax was or is payable, nor shall any lien continue after such period, except for taxes assessed before the expiration of such three (3) year period when the notice of lien with respect to which has been filed prior to the expiration of such period.*
- 2. In case of a false or fraudulent return with intent to evade taxation, the tax, together with interest and penalties thereon, may be assessed, or proceedings for the collection of such taxes may be commenced at any time.*
- 3. Before the expiration of such period of limitation, the taxpayer and the Town Clerk may agree in writing to an extension thereof, and the period so agreed on may be extended by subsequent agreements in writing.*

Sec. 3.16. Exemption from revenue limitation.

- 1. In accordance with the approval of the registered electors voting at the April 7, 2020 municipal election, the revenues derived from the tax imposed by this Chapter on medical marijuana businesses shall be collected and spent as a voter approved revenue change,*

notwithstanding any revenue or expenditure limitations contained in Article X, Section 20, of the Colorado Constitution.

- 2. In accordance with the approval of the registered electors voting at the April 7, 2020 municipal election, the revenues derived from the tax imposed by this Chapter on retail marijuana businesses shall be collected and spent as a voter approved revenue change, notwithstanding any revenue or expenditure limitations contained in Article X, Section 20, of the Colorado Constitution.*

ARTICLE IV **Marijuana Excise Tax**

Sec. 4.1. Purpose.

- 1. The Board of Trustees of the Town of Dolores, Colorado intends that a municipal excise tax be imposed on the first sale or transfer of unprocessed retail marijuana by a retail marijuana cultivation facility to a retail marijuana Center or retail marijuana products manufacturer within the Town. The purpose of this tax is to increase the revenue base for the Town of Dolores to fund the enforcement of regulations on the retail marijuana industry, other costs related to enforcement of marijuana laws, education and public health programs associated with marijuana consumption, and other Town expenses. All revenues from the tax shall be deposited in the Town's general fund. The excise tax levied by this Article was approved by a majority vote of registered Dolores electors voting at the April 7, 2020 municipal election.*

Sec. 4.2. Definitions.

- 1. The following words and phrases used in this Article shall have the following meanings unless the context clearly indicates otherwise: Average market rate means the amount determined by the State of Colorado pursuant to Section 39- 28.8-101(1), C.R.S. as the average price of unprocessed retail marijuana that is sold or transferred from a retail marijuana cultivation facility to a retail marijuana Center or retail marijuana products manufacturer. All other terms in this Article shall have the same meaning as set forth in Article II of this Ordinance, Licensing and Regulation of Recreational Marijuana Businesses.*

Sec. 4.3. Imposition and rate of tax.

- 1. There is hereby levied an excise tax of five percent (5%) upon the average market rate of unprocessed retail marijuana that is sold or transferred from a retail marijuana cultivation facility located in the Town of Dolores to a retail marijuana Center or retail marijuana products manufacturer.*

Sec. 4.4. Vendor liable for tax.

- 1. Each retail marijuana cultivation facility within the Town of Dolores shall collect the tax imposed by this Article upon every sale or transfer of unprocessed retail marijuana from the*

cultivation facility. The person charged with the duty to collect taxes also has the burden of proving that any transaction is not subject to the tax imposed by this Article.

Sec. 4.5. Taxes collected are held in trust.

- 1. All sums of money paid by any person or facility to a cultivation facility as excise taxes pursuant to this Article are public monies that are the property of the Town of Dolores. The person required to collect and remit municipal retail marijuana excise taxes shall hold such monies in trust for the sole use and benefit of the Town of Dolores until paying them to the Town's Treasurer.*

Sec. 4.6. Licensing and reporting procedures.

- 1. Every person with the duty to collect the excise tax imposed by this Article shall obtain an excise tax license from the Town Clerk and shall report such taxes collected on forms prescribed by the Town Clerk and remit such taxes to the Town on or before the tenth day of the month for the preceding month or months under the report. An excise tax license shall be valid so long as:
 - a. The business remains in continuous operation, and*
 - b. The license is not cancelled by the licensee or revoked by the Town, and*
 - c. The business holds a valid retail marijuana license pursuant to Article II of this Ordinance.**
- 2. The excise tax license may be cancelled or revoked by the Town as provided in this Article.*
- 3. Whenever a business entity that is required to be licensed under this Article is sold, purchased, or transferred, so that the ownership interest of the purchaser or seller changes in any respect, the purchaser shall obtain a new excise tax license.*
- 4. Every person engaged in a retail marijuana cultivation business in the Town of Dolores shall keep books and records according to the standards of the Town Clerk and this Article and subject to the Town Treasurer's right to audit as set forth in this Article.*

Sec. 4.7. Collection of tax.

- 1. If the accounting methods regularly employed by the vendor in the transaction of business, or other conditions, are such that the returns aforesaid made on a calendar month basis will impose unnecessary hardship, the Town Clerk may, upon request of the vendor, accept returns at such intervals as will, in the Town Clerk's opinion, better suit the convenience of the vendor and will not jeopardize the collection of the tax; provided, however, the Town Clerk may by rule permit a vendor whose monthly tax obligation is less than one hundred dollars (\$100.00) to make returns and pay taxes at intervals not greater than three (3) months.*
- 2. It shall be the duty of every vendor to maintain, keep and preserve suitable records of all sales made by the vendor and such other books or accounts as may be required by the Town Clerk in order to determine the amount of the tax of which the vendor is liable under this*

Article. It shall be the duty of every such vendor to keep and preserve for a period of three (3) years all such books, invoices and other records and the same shall be open for examination by the Town Clerk, Town Treasurer or their designees.

Sec. 4.8. Audit of records.

- 1. For the purpose of ascertaining the correct amount of the excise tax due and owing to the Town, the Town Treasurer or an authorized agent, may conduct an audit by examining any relevant books, accounts and records of such person.*
- 2. All books, invoices, accounts and other records shall be made available within the Town limits and be open at any time during regular business hours for examination by the Town Clerk, Town Treasurer or an authorized agent. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested, the Town Clerk may issue a subpoena to require that the taxpayer or its representative attend a hearing or produce any such books, accounts and records for examination. Any such subpoena may be enforced by the Dolores Municipal Court.*
- 3. Any person claiming an exemption under the provisions of this Article is subject to audit in the same manner as any other person engaged in the sale or transfer of unprocessed retail marijuana in the Town.*

Sec. 4.9. Tax overpayments and deficiencies.

- 1. An application for refund of tax monies paid in error or by mistake shall be made within three (3) years after the date of payment for which the refund is claimed. If the Town Clerk determines that within three (3) years of the due date, a vendor overpaid the excise tax upon the sale or transfer of unprocessed retail marijuana, she shall process a refund or allow a credit against a future remittance from the same taxpayer. If at any time the Town Clerk determines the amount paid is less than the amount due under this Article, the difference together with interest shall be paid by the retail marijuana cultivation facility within ten (10) days after receiving written notice and demand from the Town Clerk. The Town Clerk may extend that time for good cause.*

Sec. 4.10. Tax information confidential.

- 1. All specific information gained under the provisions of this Article which is used to determine the tax due from a taxpayer, whether furnished by the taxpayer or obtained through audit, shall be treated by the Town and its officers, employees or legal representatives as confidential. Except as directed by judicial order or as provided in this Article, no Town officer, employee, or legal representative shall divulge any confidential information. If directed by judicial order, the officials charged with the custody of such confidential information shall be required to provide only such information as is directly involved in the action or proceeding. Any Town officer or employee who shall knowingly divulge any information classified herein as confidential, in any manner, except in accordance with*

proper judicial order, or as otherwise provided in this Article or by law, shall be guilty of a violation hereof.

2. *The Town Clerk may furnish to officials of any other governmental entity who may be owed sales tax or excises taxes any confidential information, provided that said jurisdiction enters into an agreement with the Town to grant reciprocal privileges to the Town.*
3. *Nothing contained in this Section shall be construed to prohibit the delivery to a taxpayer or its duly authorized representative a copy of such confidential information relating to such taxpayer, the publication of statistics so classified as to prevent the identification of particular taxpayers, or the inspection of such confidential information by an officer, employee, or legal representative of the Town.*

Sec. 4.11. Forms and regulations.

1. *The Town Clerk is hereby authorized to prescribe forms and promulgate rules and regulations to aid in the making of returns, the ascertainment, assessment and collection of said excise tax on the sale or transfer of unprocessed retail marijuana and in particular and without limiting the general language of this Article, to provide for:*
 - a. *A form of report on the sale or transfer of unprocessed retail marijuana to be supplied to all vendors;*
 - b. *The records which retail marijuana cultivation facilities are to keep concerning the tax imposed by this Article.*

Sec. 4.12. Enforcement and penalties.

1. *It shall be unlawful for any person to intentionally, knowingly, or recklessly fail to pay the tax imposed by this Article, or to make any false or fraudulent return, or for any person to otherwise violate any provisions of this Article. Any person convicted of a violation of this Article shall be deemed guilty of a municipal offense, punishable by a fine of up to three hundred ninety nine dollars (\$399.00) and ninety (90) days imprisonment or by both such fine and imprisonment. Each day, or portion thereof, that any violation of this Article continues shall constitute a separate offense.*
2. *A penalty in the amount of ten percent (10%) of the tax due or the sum of ten dollars (\$10.00), whichever is greater, shall be imposed upon the retail marijuana cultivation facility and become due in the event the tax is not remitted by the tenth day of the month as required by this Article, or such other date as prescribed by the Town Clerk, and one and two-half percent (2.5%) interest shall accrue each month on the unpaid balance. The Town Clerk is hereby authorized to waive, for good cause shown, any penalty assessed.*
3. *If any part of a deficiency is due to negligence or intentional disregard of regulations, but without intent to defraud, there shall be added ten percent (10%) of the total amount of the deficiency, and interest, from the retail marijuana cultivation facility required to file a return. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added fifty percent (50%) of the total amount of the deficiency together with interest and in such case, the whole amount of the unpaid tax, including the additions, shall become due and payable ten (10) days after written notice and demand by the Town Clerk.*

4. *If any retail marijuana cultivation facility fails to make a return and pay the tax imposed by this Article, the Town may make an estimate, based upon available information of the amount of tax due and add the penalty and interest provided above. The Town shall mail notice of such estimate, by certified mail, to the retail marijuana cultivation facility at its address as indicated in the Town records. Such estimate shall thereupon become an assessment, and such assessment shall be final and due and payable from the taxpayer to the Town Clerk ten (10) days from the date of service of the notice or the date of mailing by certified mail; provided, however, that within the ten (10) day period such delinquent taxpayer may petition the Town Clerk for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Town Clerk the documents, facts and figures showing the correct amount of such taxes due and owing.*
5. *Such petition shall be in writing and the facts and figures submitted shall be submitted in writing, and shall be given by the taxpayer under penalty of perjury. Thereupon, the Town Clerk may modify such assessment in accordance with the facts submitted in order to effectuate the provisions of this Article. Such assessment shall be considered the final order of the Town Clerk, and may be reviewed by a court of competent jurisdiction under the Rule 106(a)(4) of the Colorado Rules of Civil Procedure, provided that the taxpayer gives written notice to the Town Clerk of such intention within ten (10) days after receipt of the final order of assessment.*

Sec. 4.13. Tax lien.

1. *The tax imposed by this Article, together with the interest and penalties herein provided and the costs of collection which may be incurred, shall be, and until paid, remain a first and prior lien superior to all other liens on all of the tangible personal property of a taxpayer within the Town and may be foreclosed by seizing under distraint warrant and selling so much thereof as may be necessary to discharge the lien. Such distraint warrant may be issued by the Town Clerk whenever the taxpayer is in default in the payment of the tax, interest, penalty or costs. Such warrant may be served and the goods subject to such lien seized by any Town Marshal, the Montezuma County Sheriff or any duly authorized employee of the Town. The property so seized may be sold by the agency seizing the same or by the Town Clerk at public auction after ten (10) days have passed following an advertised notice in a newspaper published in the Town, in the same manner as is prescribed by law in respect to executions against property upon judgment of a court of record, and the remedies of garnishment shall apply.*
2. *The tax imposed by this Article shall be, and remain, a first and prior lien superior to all other liens on the real property and appurtenant premises at which the taxable transactions occurred.*

Sec. 4.14. Recovery of unpaid tax.

1. *The Town Clerk may also treat any such taxes, penalties, costs or interest due and unpaid as a debt due the Town from the taxpayer.*

2. *In case of failure to pay the taxes, or any portion thereof, or any penalty, costs or interest thereon, when due, the Town Clerk may recover at law the amount of such taxes, penalties, costs, the reasonable value of any salaried attorney's time, including legal assistant's time, or the reasonable attorney's fees, including legal assistant's fees, charged, plus interest, in any county or district court of the county wherein the taxpayer resides or had a Controlling Beneficial Owner place of business (at the time the tax became due) having jurisdiction of the amount sought to be collected.*
3. *The return of the taxpayer or the assessment made by the Town Clerk shall be prima facie proof of the amount due.*
4. *Such actions may be actions in attachment, and writs of attachment may be issued to the Montezuma County Sheriff, as the case may be, and in any such proceeding no bond shall be required of the Town Clerk, nor shall any Town Marshal or sheriff require of the Town Clerk an indemnifying bond for executing the writ of attachment or writ of execution upon any judgment entered in such proceedings. The Town Clerk may prosecute appeals in such cases without the necessity of providing a bond therefor.*
5. *It shall be the duty of the Town Attorney, when requested by the Town Clerk, to commence an action for the recovery of taxes due under this Article and this remedy shall be in addition to all other existing remedies, or remedies provided in this Article.*
6. *The Town may certify the amount of any delinquent tax, plus interest, penalties and the costs of collection, as a charge against the property at which the taxable transaction occurred to the Montezuma County Treasurer for collection in the same manner as delinquent ad valorem taxes pursuant to Section 31-20-105, C.R.S.*

Sec. 4.15. Status of unpaid tax in bankruptcy and receivership.

1. *Whenever the business or property of a taxpayer subject to this Article shall be placed in receivership, bankruptcy or assignment for the benefit of creditors, or seized under distraint for taxes, all taxes, penalties and interest imposed by this Article and for which the taxpayer is in any way liable under the terms of this Article shall be a prior and preferred lien against all the property of the taxpayer, except as to other tax liens which have attached prior to the filing of the notice, and no sheriff, receiver, assignee or other officer shall sell the property of any person subject to this Article under process or order of any court, without first ascertaining from the Town Clerk the amount of any taxes due and payable under this Article, and if there be any such taxes due, owing and unpaid, it shall be the duty of such officer to first pay the amount of the taxes out of the proceeds of such sale before making payment of any monies to any judgment creditor or other claimants of whatsoever kind or nature, except the costs of the proceedings and other preexisting tax liens as above provided.*

Sec. 4.16. Hearings, subpoenas and witness fees.

1. *Hearings before the Town Clerk pursuant to provisions in this Article shall be held in a manner that provides due process of law. Any subpoena issued pursuant to this Article may be enforced by the Dolores Municipal Judge pursuant to Section 13-10-112(2), C.R.S. The fees*

of witnesses for attendance at hearings shall be the same as the fees of witnesses before the district court, such fees to be paid when the witness is excused from further attendance. When the witness is subpoenaed at the instance of the Town Clerk, such fees shall be paid in the same manner as other expenses under the terms of this Article, and when a witness is subpoenaed at the instance of any party to any such proceeding, the Town Clerk may require that the cost of service of the subpoena and the fee of the witness be borne by the party at whose instance the witness is summoned. In such case, the Town Clerk, at her discretion, may require a deposit to cover the cost of such service and witness fees. A subpoena issued as aforesaid shall be served in the same manner as a subpoena issued out of a court of record.

2. *The Dolores Municipal Judge, upon the application of the Town Clerk, may compel the attendance of witnesses, the production of books, papers, records or memoranda, and the giving of testimony before the Town Clerk or any duly authorized hearing officers, by an action for contempt, or otherwise, in the same manner as production of evidence may be compelled before the court.*

Sec. 4.17. Depositions.

1. *The Town Clerk or any party in an investigation or hearing before the Town Clerk may cause the deposition of witnesses residing within or without the State to be taken in the manner prescribed by law for like depositions in civil actions in courts of this State and to that end compel the attendance of witnesses and the production of books, papers, records or memoranda.*

Sec. 4.18. Statute of limitation.

1. *Except as otherwise provided in this Section, the taxes for any period, together with interest thereon and penalties with respect thereto, imposed by this Article shall not be assessed, nor shall notice of lien be filed, or distraint warrant be issued, or suit for collection be instituted, or any other action to collect the same be commenced, more than three (3) years after the date on which the tax was or is payable, nor shall any lien continue after such period, except for taxes assessed before the expiration of such three (3) year period when the notice of lien with respect to which has been filed prior to the expiration of such period.*
2. *In case of a false or fraudulent return with intent to evade taxation, the tax, together with interest and penalties thereon, may be assessed, or proceedings for the collection of such taxes may be commenced at any time.*
3. *Before the expiration of such period of limitation, the taxpayer and the Town Clerk may agree in writing to an extension thereof, and the period so agreed on may be extended by subsequent agreements in writing.*

Sec. 4.19. Exemption from revenue limitation.

1. *In accordance with the approval of the registered electors voting at the April 7, 2020 municipal election, the revenues derived from the tax imposed by this Chapter shall be collected and spent as a voter approved revenue change, notwithstanding any revenue or expenditure limitations contained in Article X, Section 20, of the Colorado Constitution.*

ARTICLE V Relationship to the Dolores Land Use Code and Special Land Use Requirements

Sec. 5.1 Relationship to the Dolores Land Use Code and Building Code

1. *The provisions of the Dolores Land Use Code shall apply to any marijuana business licensed under this Code.*
2. *The provisions of any building code adopted by the Town of Dolores shall apply to any marijuana business licensed under this Code.*
3. *Should any provision of this Code impose a stricter requirement on any marijuana business licensed under this Code than is provided for in the Dolores Land Use Code or the Building Code adopted by the Town of Dolores, then the provisions of this Code shall control.*

Sec. 5.2. Site specific land use standards

1. *In addition to any other requirement imposed by this Code, ~~the Dolores Land Use Code and any building code adopted by the Town of Dolores,~~ every marijuana business of any kind shall comply with the land use requirements of the Dolores Land Use Code as amended. set for in Appendix A attached hereto and incorporated herein by reference.*
2. *Where a conditional use permit is required for a proposed location under the Dolores Land Use Code ~~or Appendix A,~~ the following specific criteria shall apply.*
 - a. *The proposed use is consistent with Dolores land use plans and policies;*
 - b. *The proposed use complies with all applicable provisions of this Marijuana Code and the LUC;*
 - c. *The proposed use will not have a negative impact on the value of surrounding property or the general neighborhood;*
 - d. *The location and size of the use, the nature and intensity of the operation involved or conducted in connection with is, and the location of the site with respect to streets giving access to it are such that the condition use will not dominate the immediate neighborhood so as to prevent the development and use of neighborhood property in accordance with the applicable zoning district regulations. In determining whether the use will dominate the immediate neighborhood, consideration shall be given to:*
 - i. *The location, nature, and height of buildings, structures, walls, and fences on the site; and*
 - ii. *The nature and extend of the proposed landscaping and buffering on the site.*
 - e. *Whether adequate utility, drainage, and other necessary facilities have or will be provided; and*

f. *Whether adequate access roads or entrance and exit drives will be provided and shall be designed to prevent traffic hazards and minimize traffic congestion.*

3. *Light Infused Product Manufacturing is permitted as a conditional use in those zones designated in the Dolores Land Use Code provided that the applicant (a) meets the requirements of the Dolores Marijuana Code, (b) the codes adopted under Title 15 of the Dolores Municipal Code, (c) the applicable provisions of the Dolores Land Use Code, (d) demonstrates in a detailed written plan that will become a condition of the applicant's permit that the proposed manufacturing process does not involve the use of butane, compressed CO2 gas or any other flammable, explosive, dangerous or hazardous materials, and (e) demonstrates it will not endanger the public or surrounding properties in its manufacturing process.*

f

ARTICLE VI. ALLOCATION OF FEES AND REVENUE

Section 6.1. Allocation of fees and tax revenue.

1. *All fees, sales taxes, and excise taxes collected from the sale of marijuana products under this Code shall be distributed to the Town's general fund to be expended in accordance with the Town's budget as adopted and amended from time to time.*
2. *All occupation taxes collected under Article III of this Code shall be set aside by the Town in an account to be reviewed annually by the Board of Trustees for purposes that may be allocated or expended as determined by the Town Trustees by resolution.*
3. *The Town may by resolution modify the purposes for which any tax collected under this Article VI may be spent.*

SECTION 2. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 3. This Ordinance shall take effect March 10, 2025 or thirty (30) days after final publication whichever is later..

Passed, adopted and approved on the first reading this 24th day of February, 2025.

DOLORES BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 10th day of March, 2025, in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

Passed, adopted and approved on the second reading this 10th day of March, 2025

DOLORS BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

TOWN OF DOLORES, COLORADO

ORDINANCE NO 583

SERIES 2025

AN ORDINANCE OF THE TOWN OF DOLORES, GRANTING TO EMPIRE ELECTRIC ASSOCIATION, ITS LESSEES, SUCCESSORS, AND ASSIGNS A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF TEN (10) YEARS WITH A TEN (10) YEAR RENEWAL, TO ERECT, MAINTAIN AND OPERATE AN ELECTRICAL SYSTEM AND ANY AND ALL NECESSARY TRANSMISSION LINE OR LINES, SERVICES AND OTHER APPURTENANCES THEREUNTO APPERTAINING IN, UPON, UNDER, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES, AND PUBLIC PLACES OF THE TOWN OF DOLORES, AND FOR THE TRANSMISSION, DISTRIBUTION AND OTHER USES AND PURPOSES IN SAID TOWN OF DOLORES AND FOR THE PURPOSE OF TRANSMITTING AND CONVEYING SUCH ELECTRICITY INTO, THROUGH OR BEYOND THE IMMEDIATE LIMITS OF SAID TOWN TO OTHER CITIES, TOWNS AND CUSTOMERS AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE SAID COMPANY IS TO OPERATE, AND REPEALING ORDINANCE NO. 463, SERIES 2005 OF SAID TOWN OF DOLORES, AND SETTING A PUBLIC HEARING.

BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF DOLORES, MONTEZUMA COUNTY, COLORADO:

ARTICLE I

Whenever the word "Town" is hereinafter employed, it shall designate the Town of Dolores, Montezuma County, Colorado, and any future annexations or additions thereto, the grantor and whenever the word "Company" is used, it shall designate not only Empire Electric Association, Incorporated, the grantee, but also its successors and assigns. Whenever the word "Franchise" or "Ordinance" is used, it shall designate this specific Ordinance No 583, Series 2025.

ARTICLE II

That the Company is hereby granted a non-exclusive franchise for a period of ten (10) years to erect, construct, maintain and operate, an electrical transmission and distribution system and any and all necessary lines, services and other appurtenances and equipment thereunto appertaining in, upon, under, over, across and along the streets, alleys, bridges and public places owned or controlled by the Town for the

transmission, distribution and sale of electricity for lighting, heating, industrial and all other uses and purposes in said Town, and for the purpose of transmitting, and conveying such electricity into or through the limits of said Town. This Franchise shall be renewed for a second ten-year term unless the Town gives the Company written notice, prior to ninety (90) days before the expiration of the Franchise, that it desires to negotiate terms and conditions of this Franchise or to cancel this Franchise. In the event the Town elects to negotiate new terms and conditions of this Franchise and no agreement is reached regarding the new terms and conditions, this Franchise shall be renewed for the second ten (10)-year term under

the same terms and conditions set forth herein. If the Town elects to cancel this Franchise, then the Town shall purchase the electric system of the Company pursuant to Article XII. The "electric system of the Company" shall consist of all the equipment, facilities, and real property owned by the Company located within the boundaries of the Town, as well as any and all equipment and facilities of the Company that may be stranded or deemed unusable by the purchase.

ARTICLE III

All construction and repair of facilities within the Town are subject to inspection by the Town and a determination by the Town that said construction and repair has been performed in accordance with all applicable ordinances, rules, and regulations of the Town. It shall be a condition of the Town's approval that, for any facilities installed, renovated, or replaced after the effective date of this Franchise, the Company shall provide the Town with as-built drawings of each such facility in such formats as reasonably requested by the Town. The Company shall furnish such information in both hard copy and in digital format, compatible with the Town's information system, referencing state plane coordinates.

The Company will endeavor to place all newly constructed or reconstructed electrical distribution lines underground whenever feasible. The Company and the Town agree that in some cases, terrain, surrounding improvements, other utilities in the vicinity, or other electrical distribution design requirements render an underground line infeasible. The Company will place newly constructed electrical distribution lines underground to serve new residential and/or industrial subdivisions in accordance with the Company's rules and regulations and the Town's subdivision regulations.

The Company must obtain an excavation permit prior to any excavation, except for emergency work, for work on private property, or for minor work that does not disturb actual street surfaces or other public improvements or other utilities. Should it become necessary for the Company, in exercising its rights and performing its duties hereunder, to interfere with any street or other public or private improvement, the

Company shall repair at its own expense, and in a skillful manner subject to the approval by the Town, such improvement.

The Town shall have the right to allow the installation of public telecommunication facilities in the Company's rights of way on Town property, so long as there is no interference with the Company's functions, and such installation is completed under the supervision of the Company and meets the Company's rules and regulations, and the National Electrical Safety Code.

The Town shall designate the location and the size of any easement on property owned or controlled by the Town, together with any further restrictions or requirements deemed appropriate, as long as the designation complies with the latest edition of the National Electrical Safety Code and common practices of the utility industry.

ARTICLE IV

The Company shall use due care not to interfere with or damage any water facilities, sanitary sewer facilities, storm water facilities, or other structures now in place or which may hereafter be placed in streets in the Town, and the Company shall, at its own expense, repair in a workmanlike manner, and subject to the approval of the Town, any such water facilities, sanitary sewer facilities, facilities, storm water facilities, or other structures which are damaged through the action of the Company, provided, however, that the Town may make such repairs and charge the reasonable cost thereof to the Company if the Company fails to repair the damages within a reasonable time after receipt of written notice from the Town. This grant of authority shall apply to all streets presently platted or otherwise of record, all easements presently owned by or dedicated to the Town or the public within the Town limits and to all future streets and easements later acquired by or dedicated to the Town and located within the Town limits. The Company shall be responsible to remedy any defects and repair work performed by the Company for a period of two years after completion. The Town shall have the right to inspect and supervise any work on the Town property and improvements. The Town shall use due care not to interfere with or damage any facilities of the Company now in place or which may hereafter be placed in the streets and other properties owned or controlled by the Town. If the Town causes damage to the Company's facilities, the Company shall make repairs and charge a reasonable cost thereof to the Town. This grant of authority shall apply to all streets presently platted or otherwise of record, all easements presently owned by or dedicated to the Town or the public within the Town limits, all other property owned

by the Town, and to all future streets, easements and property later acquired by or dedicated to the Town and located within the Town limits.

ARTICLE V

The Town may request from the Company new streetlights within the Dolores Town limits. Company shall install lights according to the Company’s overhead street lighting tariffs in effect at that time. The Company shall install all new lights with a luminary (the light head) that is designed to minimize light pollution. The style and light pattern of any new luminaries shall be approved by the Town and the Company prior to installation of the luminary by the Company.

For the term of this Franchise, rate increases under the Overhead Street Lighting Tariff are hereby capped at a value not to exceed increases in the Consumer Price Index for All Urban Consumers (CPI-U) for the West – Size Class B/C for All Items published by the Bureau of Labor Statistics.

ARTICLE VI

The Company agrees for and on behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the Town an adequate, modern, standard and sufficient electrical system and equipment and to maintain and operate the same in a modern and adequate fashion.

The Company also agrees to use its best efforts to obtain the lowest possible wholesale cost on electricity to be distributed, provided however, that due consideration will be given by the

Company to the adequate supply and a reserve to ensure continued operation of the system herein authorized.

The Company will from time to time during the term of this Franchise make such enlargements and extensions of its electrical system as the business of the Company and the growth of said Town justify, in accordance with its Rules and Regulations relating to customer connections, transmission and distribution line extensions currently in effect and on file from time to time with the Colorado Public Utilities Commission or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to, or be binding upon the Company, to construct or extend its power lines or furnish electricity or electrical service within said Town if Company is, for any reason, unable to obtain an adequate supply of electricity from its wholesale power supplier to warrant the construction or extension of its electrical system, for the furnishing of such electricity or electrical

service; provided, further, that when the amount of electricity supplied to Company is insufficient to meet the firm requirements of connected or new customers, Company shall have the right to prescribe reasonable rules and regulations for allocating the available supply of electricity.

The Company agrees to purchase surplus power from private individuals who are producing electric power for home consumption so long as the sole purchase of surplus power is in accordance with C.R.S. 40-9.5-301, et seq.

ARTICLE VII

This Franchise is granted subject to all conditions, limitations and immunities now provided for and applicable to the operations of a public utility by the laws of the State of Colorado. The rates to be charged for electrical service within said Town and the rules and regulations with reference to character, quality and standards of service to be furnished by Company shall be under the jurisdiction and control of such regulatory body as may, from time to time during this grant, be vested by law with authority and jurisdiction of the rates, regulations and quality and standards of service to be supplied by Company.

ARTICLE VIII

Notwithstanding any provision in this Franchise to the contrary, it is understood by the Company that all the provisions of the laws of the State of Colorado and the ordinances of the Town, incorporated herein and made a part hereof by reference, as fully, and to the same extent as though such provisions were fully presented herein.

ARTICLE IX

The Company shall, at all times, maintain adequate voltage and an adequate supply of electricity not less than that prescribed in its rules and regulations relating thereto in effect and on file from time to time with the Colorado Public Utilities Commission or other competent authorities having jurisdiction on the premises.

ARTICLE X

The Company shall indemnify and hold the Town harmless from any and all claims and actions, litigation or damage by third parties, arising out of the passage of this Franchise or of the construction, erection, installation, maintenance or operation of the Company's properties operated by authority of this Franchise within the boundaries of the Town or arising out of the negligence of the Company's employees in the operation thereof, including the Court costs and reasonable attorney fees in making

defense against such claims. A copy of the process served upon the Town shall be served by the Town upon the Company. The Company shall have the right to defend in the name of the Town and to employ counsel for such purpose; such right shall not, however, preclude the Town Attorney from participating in any such litigation on behalf of the Town, but at no additional expense to the Company.

ARTICLE XI

If the Company shall be in material default in their performance of any of the terms and conditions of this Franchise and shall continue in material default for more than sixty (60) days after receiving notice from the Town Board of said Town of such default, the said Town Board may, by ordinance duly passed and adopted, terminate all rights granted under this Franchise to the Company. The said written notice of default shall specify the provision of this Franchise, and the failure of provisions in the performance by the Company, of which the Town claims the Company is in material default. Said notice shall be in writing and served in the manner provided by the Laws of Colorado for the service of original notices in civil actions.

ARTICLE XII

The Town has the right to condemn any public utility works or ways, and the rights of the Company in connection therewith, as provided by the Colorado Constitution and Statutes of the State of Colorado. The Town also may purchase the electric system of the Company pursuant to Article II herein. These rights of acquisition may be exercised by the Town in accordance with the Colorado Constitution and Statutes of the State of Colorado, with the Company entitled to just compensation as set forth in C.R.S. 40-9.5-204 (2003 and as subsequently amended).

The Town retains the right to acquire property outside the Town limits by condemnation as allowed by the Colorado Constitution. In the event the Town proceeds with an acquisition of the Company's facilities, the Company shall continue to provide service until the effective date of the transfer of such facilities. The Company and the Town agree to work together to coordinate the timing of any such acquisition to prevent disruption in service to customers within the Town.

ARTICLE XIII

That in consideration for said Franchise and in compensation for the use and occupancy of the streets, alleys and public grounds, the Company, its lessees, successors, and assigns shall pay a franchise fee ("Franchise Fee") of five percent (5%) of gross receipts from

the sale of electricity within the limits of the Town.

On or before the twentieth (20th) day of each month, the Company shall make a report of the gross sales within the limits of said Town and remit the Franchise Fee. An annual adjustment will be made to reflect Franchise Fees that have been paid to the Town but not actually collected by the Company by deducting the Franchise Fee portion of the Company's bad debt write-off attributable to sales within the Town from the next ensuing monthly payment of Franchisee's Fee to said Town. This adjustment normally occurs in July.

The Franchise Fee shall be surcharged on billings for electric service to consumers within said Town.

It is further agreed that the Company will budget for economic development incentives for business and industrial customers on a case-by-case basis.

ARTICLE XIV

Ordinance No. 463, Series 2005, of the Town of Dolores, Colorado, is hereby repealed as of the effective date of this Ordinance.

ARTICLE XV

Nothing in this Franchise shall be so construed as to prevent the Company from assigning all of its right, title or interest, granted or authorized under or by virtue of the terms of this Franchise, provided, however, that the Town is notified at least sixty (60) days in advance of the assigning, and that such assignment shall not become effective until approved by the Town Board except that such approval shall not be unreasonably withheld.

ARTICLE XVI

The Company shall not, as to rates, charges, service, facilities, rules, regulations or in any other respect make or grant any preference or advantage to any corporation or person or subject any corporation or person to any prejudice or disadvantage, provided that nothing in this Ordinance shall be taken to prohibit the establishment from time to time of a graduated scale of charges and classified rate schedules to which any customer coming within an established classification would be entitled.

ARTICLE XVII

If any section, subsection, sentence, clause, phrase, punctuation or portion of this Franchise is for any reason deemed invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, punctuation or portion shall be a distinct, independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE XVIII

If at any time it shall be necessary to relocate any transmission, distribution or service lines or other structures of the Company to permit the Town to lay, make or change streets, grades, pavements, Town owned storm and sanitary sewers, water mains or other Town owned works or improvements, the cost of all such changes shall be shared equally between the Town and the Company.

ARTICLE XIX

Once during each calendar year of the Franchise term, the Town Board, upon giving thirty (30) days' notice to the Company of its intention to do so, may review and change the franchise fee the Town shall be entitled to receive as part of the Franchise in accordance with applicable law; provided, however, the Town may only change the franchise fee to be received by the Town under the terms of this Franchise to the equivalent of the highest franchise fee paid by the Company to any city or town in the State of Colorado in which the Company provides electrical service under a similar franchise. The Town and Company expressly agree that any franchise agreement currently in effect between the Company and any Colorado city or town which provides for payment of a flat-rate franchise fee higher than the fee negotiated hereunder is excluded and exempt from consideration by the Town.

ARTICLE XX

This Ordinance, when and if approved by the Town Board, shall be considered for first hearing on the 10th day of February 2025.

PUBLIC HEARING. This Ordinance shall be considered for second or final reading on the

10th day of March, 2025 at the hours of 5:30pm in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS _____ DAY OF _____, 2025.

TOWN OF DOLORES

Mayor Chris Holkestad

ATTEST:

Town Clerk Tammy Neely

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2025, WITH AN EFFECTIVE DATE OF _____, 2025.

TOWN OF DOLORES

Mayor Chris Holkestad

ATTEST:

Town Clerk Tammy Neely

APPROVED AS TO FORM:

Town Attorney

ACCEPTANCE OF FRANCHISE

COMES NOW Empire Electric Association, Inc., and by these presents does herewith accept the terms and provisions of that certain electrical franchise created by Ordinance of the Town of Dolores, Colorado, being Ordinance No. _____, Series 2025, passed, adopted and

approved on final reading the _____ day of _____, 2025.

WITNESS the hand of the President of the Board of said Empire Electric Association, Inc., at Cortez, Colorado, this _____ day of _____, 2025.

EMPIRE ELECTRIC ASSOCIATION, INC.

President of the Board

STATE OF COLORADO)

) ss.

COUNTY OF MONTEZUMA)

The above and foregoing document was executed before me this _____ day of _____ 2025, by _____ as President of the Board of Empire Electric Association, Inc., in the County of Montezuma and State of Colorado.

WITNESS my hand and official seal.

ORDINANCE 584 SERIES 2025

AN ORDINANCE REPEALING ORDINANCE 543 AN EMERGENCY ORDINANCE CONCERNING THE CORONAVIRUS (COVID -19) PUBLIC HEALTH EMERGENCY

WHEREAS, The Board of Trustees finds that the public health emergency arising with the spread of the COVID-19 virus that necessitated the enactment of emergency ordinance No. 543Series 2020 has passed.

WHEREAS the Board of Trustees finds that it is in the best interest of the Town and its citizens and businesses to repeal emergency ordinance 543 series 2020.

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

Section 1. Ordinance 543 series 2020 is hereby repealed in its entirety.

INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Dolores, Colorado, this ___ day of March, 2020.

INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Dolores, Colorado, this ___ day of March, 2020.

Passed adopted and approved on the first reading on _____, 2025

DOLORES BOARD OF TRUSTEES:

By: _____
Mayor Chris Holkestad

Attest:

By: _____
Town Clerk Tammy Neely

Passed adopted and approved on the second and final reading this _____ day of _____, 2025

DOLORES BOARD OF TRUSTEES:

By: _____
Mayor Chris Holkestad

Attest:

By: _____
Town Clerk Tammy Neely

REFERENCE ONLY

ORDINANCE NO. 543 SERIES 2020

AN EMERGENCY ORDINANCE CONCERNING THE CORONAVIRUS (COVID -19)
PUBLIC HEALTH EMERGENCY

WHEREAS, the Board of Trustees is empowered by Section 31-15-401(1)(b), C.R.S., to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease.

WHEREAS, the Board of Trustees finds that this ordinance is necessary and proper for the health, safety, and welfare of the Town of Dolores and the inhabitants thereof.

WHEREAS, this ordinance is not inconsistent with the laws of the State of Colorado.

WHEREAS there exists a public health crisis with the spread of the COVID-19 virus in the state of Colorado. The Governor of the State of Colorado has declared an emergency and has issued a series of orders intended to reduce the spread of the virus. The Centers for Disease Control and World Health Organization consider COVID-19 to be a pandemic and have issued guidelines to contain its spread.

WHEREAS, given the current circumstances and pursuant to C.R.S. § 31-16-105, it is hereby declared that an emergency exists and that this ordinance is necessary for the immediate preservation of the public health, safety, and welfare.

WHEREAS, the Board of Trustees finds and determines that the adoption of this ordinance is necessary for the promotion of health and the suppression of disease.

WHEREAS, the Town Council further finds and determines that the adoption of this ordinance is proper under Section 31-15-401(1)(b), C.R.S., and other applicable law.

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

Section 1. Intent. It is the intent of this ordinance to provide the necessary organization, powers, and authority to enable the timely and effective use of all available Town resources to prepare for, respond to, and recover from the declared local public health emergency. This ordinance is intended to grant as broad a power as is permitted within the letter and spirit of the Town Charter and form of government, and this ordinance shall be interpreted in accordance with such intent. The Board of Trustees retains the power to direct the Town Manager during the pendency of the current coronavirus (COVID-19) public health emergency.

Section 2. Public Health Emergency Declared. The Town Board of Trustees hereby declares that a public health emergency relating to the coronavirus (COVID-19) exists within the Town. Such circumstance is referred to in this ordinance as the "public health emergency." The public shall be notified of this declaration through general dissemination to the news media, posting on the Town website, or other means of publicity intended to advise the general public.

Section 3. Duration of Declaration of Public Health Emergency. The declaration of the public health emergency as provided in this ordinance shall remain in effect until the Town Board or Town Manager declares that the emergency has passed.

Section 4. Coronavirus (COVID-19) Response Plan. The Board of Trustees adopts the Coronavirus (COVID-19) Response Plan, attached hereto and incorporated herein by reference as Exhibit A.

Section 5. Powers: Until the Town Board or Town Manager declares that the public health emergency has passed, the Town Manager has full power and authority to take the following actions and issue the following orders:

- (a) any action necessary for the protection of life and property, including, but not limited to, establishing regulations governing conduct related to the cause of the public health emergency.
- (b) Suspend Town commission and committee meetings to include, but not be limited to the meetings of the Planning Commission and Parks Advisory Committee, or modify meeting rules to allow for telephone, teleconferencing or meeting by other electronic means.
- (c) Appropriate and expend funds, execute contracts, authorize the obtaining and acquisition of property, equipment, services, supplies and materials without the strict compliance with procurement regulations or procedures.
- (d) Transfer the direction, personnel, or functions of Town departments and agencies for the purposes of performing or facilitating public health emergency services.
- (e) Utilize all available resources of the Town as may be reasonably necessary to cope with this public health emergency whether in preparation for, response to, or recovery from this public health emergency.
- (f) Suspend or modify the provisions of any ordinance if strict compliance with such ordinance would in any way prevent, hinder or delay necessary action in coping with this public health emergency.
- (g) Accept services, gifts, grants and loans, equipment, supplies, and materials whether from private, nonprofit or governmental sources.
- (h) Make application for local, state or federal assistance.
- (i) Delegate authority to such Town officials as the Town Manager determines reasonably necessary or expedient.
- (j) Limit the use of any Town-owned building, facility, or property as to time, manner, and permitted activities, including, but not limited to, limiting the permissible number of people that may lawfully occupy such building, facility, or property at any one time.
- (l) Direct town employees to work from home.
- (m) Close and prohibit the use of any Town-owned building, facility, or property.
- (n) Exercise such powers and functions in light of the exigencies of this public health emergency, including, but not limited to, the waiving of compliance with any time consuming procedures and formalities, including notices, as may be prescribed by law pertaining thereto.

- (o) Issue any and all other order or undertake such other functions and activities as the Town Manager reasonably believes is required under the circumstances to protect the health, safety, welfare of persons or property within the Town of Dolores, or to otherwise preserve the public peace or abate, clean up, or mitigate the effects of the public health emergency.
- (p) The restrictions may be changed from time to time during the time frame of the declaration based upon the discretion of the Town Manager.

Section 6. In exercising the forgoing powers, the Town Manager is directed to cooperate with and follow the recommendations of the federal, state and county agencies regarding the public health crisis.

Section 7. Enforcement of Orders:

- (a) The Town Marshal, and such other law enforcement and peace officers as may be authorized by the Town Manager are hereby authorized and directed to enforce the orders, rules, and regulations made or issued pursuant to this ordinance. All members of the public shall be deemed to have been given notice of all orders, rules, and regulations made or issued pursuant to this ordinance upon their dissemination to the news media or publication on the Town website or other means of publicity.
- (b) It is unlawful and a misdemeanor offense for any person to violate any provision of this Section 7. Any person convicted of a violation of this section shall be subject to the penalties set forth in section 7- 1.12.010 of the Town of Dolores Municipal Code.

Section 8:


In accordance with C.R.S. § 31-16-105, the Board of Trustees hereby determines that this Ordinance is necessary for the immediate preservation of the public peace, health or safety. As an emergency ordinance, this Ordinance shall take effect upon adoption, shall be authenticated and shall be numbered and recorded in the official records of the Town as required by C.R.S. § 31-16-105.

Section 9:

If any provision of this ordinance or the application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications. The provisions of this ordinance are expressly declared to be severable.

INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Dolores, Colorado,
this 23RD day of March, 2020.

DOLORS BOARD OF TRUSTEES:

By: 
Mayor Chad Wheelus

Attest:

By: 
Town Clerk Tammy Neely



ORDINANCE 585 SERIES 2025

AN ORDINANCE REPEALING ORDINANCE 544 SERIES 2020 OF THE TOWN OF DOLORES, COLORADO, PROVIDING FOR VIRTUAL MEETINGS AND PROVIDING FOR ITS ADOPTION AS AN EMERGENCY ORDINANCE BUT MAKING PERMANENT CERTAIN PROVISIONS FOR PARTICIPATION IN PUBLIC MEETINGS BY VIRTUAL MEANS

WHEREAS, the Board of Trustees finds that the COVID-19 Pandemic has subsided and that nearly all emergency measures taken by state and federal authorities have been repealed.

WHEREAS the Town of Dolores Adopted Ordinance 544 in 2020 calling for virtual meetings during the pandemic and the Board of Trustees finds that this Ordinance is no longer necessary to promote public health.

WHEREAS the Board of Trustees recognizes that advances in technology and changes in custom during the pandemic have allowed opportunities for greater participation by the public, elected and appointed officials and employees of the Town.

WHEREAS the Board of Trustees wishes to preserve certain aspects of participation in meetings by virtual means as set forth herein that Trustees and the public have found to promote public participation and to be beneficial to elected officials and town staff.

WHEREAS the Dolores Town Hall has moved location to 601 Central and the former structure at 420 Central has been demolished.

NOW THEREFORE, be it ordained by the Board of Trustees of the Town of Dolores, Colorado, as follows:

Section 1: Ordinance 544 Series 2020 is repealed in its entirety.

Section 2: Section 2.04.030 B of the Dolores Municipal Code is repealed and amended as follows:

B. The place of the regular monthly meetings shall be at the Town Hall at 601 Central Ave, Dolores, Colorado, except that the board of trustees may, by resolution or a majority vote at a duly convened meeting, schedule meetings by virtual means or at a different location, with such notice to the public required by law.

Section 3: Chapter 2.05 is hereby added to the Dolores Municipal Code providing as follows:

CHAPTER 2.05 VIRTUAL PARTICIPATION AT PUBLIC MEETINGS

A. The Town of Dolores shall conduct all Board of Trustee, Planning and Zoning Commission Meetings, and Committee Meetings in person but may allow the privilege of virtual participation when possible.

- B. *Virtual means a video conferencing platform such as Zoom, Teams, Webex, or similar services.*
- C. *Good cause means an illness, injury, lack of childcare, family emergency, necessary travel, and other urgent circumstances that make in person attendance difficult or impossible.*
- D. *Virtual Participation at Board of Trustee Meetings. The Town of Dolores may allow the option of participation at meetings of the Board of Trustees by virtual means.*
- 1. Trustees may fully participate in any meeting of the Board of Trustees virtually for good cause.*
 - 2. Officers, employees, and presenters may attend any meeting of the Board of Trustees virtually with leave of the Board of Trustees, Town Manager, or Mayor.*
 - 3. Any member of the public may observe meetings and offer public comment virtually at times provided in the approved agenda for public comment.*
 - 4. Anyone wishing to attend, participate or offer public comment virtually assumes the risk that virtual participation might not always be possible due to unforeseen circumstances including an internet outage, or software or hardware failure. If for any reason the Town is unable to provide participation by virtual means to Trustees, the public or any other person, meetings shall nonetheless be held on an in-person only basis unless otherwise adjourned by the Board of Trustees. In no event shall the inability to provide virtual participation be deemed to invalidate any decision or action taken by the Trustees present at any meeting.*
- E. *Virtual Participation at Planning and Zoning Commission Meetings. The Town of Dolores may allow the option for participation at meetings of the Planning and Zoning Commission by virtual means.*
- 1. Commissioners may fully participate in any meeting of the Planning and Zoning Commission virtually for good cause.*
 - 2. Officers, employees, and presenters may attend any meeting of the Planning and Zoning Commission virtually with leave of the Commission, Town Manager or Chairperson.*
 - 3. Any member of the public may observe meetings and offer public comment virtually at times provided in the approved agenda for public comment.*
 - 4. Anyone wishing to attend, participate or offer public comment virtually assumes the risk that virtual participation might not always be possible due to unforeseen circumstances including an internet outage, or software or hardware failure. If for any reason the Town is unable to provide participation by virtual means to*

Commissioners, the public or any other person, meetings shall nonetheless be held on an in-person only basis unless otherwise adjourned by the Commissioners. In no event shall the inability to provide virtual participation be deemed to invalidate any decision or action taken by the Planning and Zoning Commissioners present at any meeting.

D. Committee meetings may be conducted in a manner allowing for the option of virtual participation whenever possible.

Section 4. If any provision of this ordinance or the application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications. The provisions of this ordinance are expressly declared to be severable.

INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Dolores, Colorado, this ___ day of March 2020.

Passed adopted and approved on the first reading on _____, 2025.

DOLORES BOARD OF TRUSTEES:

By: _____
Mayor Chris Holkestad

Attest By:

Town Clerk Tammy Neely

Passed adopted and approved on the second and final reading this _____ day of _____, 2025.

DOLORES BOARD OF TRUSTEES:

By: _____
Mayor Chris Holkestad

Attest:

Town Clerk Tammy Neely

REFERENCE Only

ORDINANCE NO. 544 SERIES 2020

AN ORDINANCE OF THE TOWN OF DOLORES, COLORADO, PROVIDING FOR VIRTUAL MEETINGS AND PROVIDING FOR ITS ADOPTION AS AN EMERGENCY ORDINANCE.

WHEREAS, the Board of Trustees finds that this ordinance is necessary and proper for the health, safety, and welfare of the Town of Dolores and the inhabitants thereof.

WHEREAS, this ordinance is not inconsistent with the laws of the State of Colorado.

WHEREAS there exists a public health crisis with the spread of the COVID-19 virus in the state of Colorado. The Governor of the State of Colorado has declared an emergency and has issued a series of orders intended to reduce the spread of the virus. The Centers for Disease Control guidelines currently recommend limiting gatherings to ten or fewer people.

WHEREAS, given the current circumstances and pursuant to C.R.S. § 31-16-105, it is hereby declared that an emergency exists and that this ordinance is necessary for the immediate preservation of the public health, safety, and welfare.

WHEREAS, the Board of Trustees finds that conducting meetings in the current format at Town Hall during a public health emergency such as the current outbreak of the COVID-19 virus presents a serious risk to the public that can be reduced by utilizing readily available technology.

NOW THEREFORE, be it ordained by the Board of Trustees of the Town of Dolores, Colorado, as follows:

Section 1: The following is hereby added to the Municipal Code of the Town of Dolores

Section 2.4.030 (1). Virtual Meetings.

(a) In the event the Board of Trustees is unable to conduct its regular meeting at the day, hour, and place fixed by Section 2.4.030 A. (Regular Meetings) or at a special meeting pursuant to Section 2.04.030 B. & C., because meeting in-person would not be prudent due to a public health emergency or other unforeseen circumstances affecting the Town, meetings may be conducted by video conference, telephone, electronically, or by other means of communication conducted in a manner so as to provide maximum participation as determined by the Mayor or Town Manager.

Meetings of the Board of Trustees by video conference, telephone, electronically, or other means may be held subject to the following conditions:

(1) The Town Manager or the Mayor determines that meeting in person would not be prudent because of a public health emergency or other unforeseen circumstances affecting the Town;

- (2) *All members of the Board of Trustees can hear one another or otherwise communicate with one another and can hear or read all discussion, comment, and testimony in a manner designed to provide maximum notice and participation;*
 - (3) *Members of the public able to hear or read all discussion, testimony and votes, in a manner designed to provide maximum notice and participation;*
 - (4) *At least one member of the Board of Trustees is present at the regular meeting location, unless not feasible due to the public health emergency or other unforeseen circumstances;*
 - (5) *All votes are conducted by roll call; and*
 - (6) *Minutes of the meeting conducted by telephone, electronically, or other means are taken and promptly recorded, and such records are open to public inspection; and*
- (b) *In the event the Board of Trustees will conduct a virtual meeting pursuant to this Section 2-95, the Town Clerk shall provide public notice of the following:*
- (1) *The declaration of emergency;*
 - (2) *That a meeting of the Board of Trustees will be conducted by video conference, telephone, electronically, or other means;*
 - (3) *The right of the public to monitor the meeting by telephone, electronically, or other means; and*
 - (4) *The means by which the public can monitor the meeting by video conference, telephone, electronically, or other means which notice shall include basic instructions and access codes on how to participate.*
- (c) *The Town shall initiate the meeting by telephone, electronically, or other means not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the Town Clerk shall make no less than three attempts to re-initiate the connection.*

Section 2:

In accordance with C.R.S. § 31-16-105, the Board of Trustees hereby determines that this Ordinance is necessary for the immediate preservation of the public peace, health or safety. As an emergency ordinance, this Ordinance shall take effect upon adoption, shall be authenticated and shall be numbered and recorded in the official records of the Town as required by C.R.S. § 31-16-105.

Section 3:

If any provision of this ordinance or the application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications. The provisions of this ordinance are expressly declared to be severable.

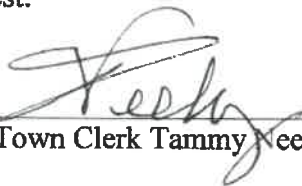
INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Dolores, Colorado, this 23RD day of March, 2020.

DOLORES BOARD OF TRUSTEES:

By: 
Mayor Chad Wheelus



Attest:

By: 
Town Clerk Tammy Neely

Town of Dolores
Resolution No R646
Series 2025

**A RESOLUTION SUPPORTING THE APPLICATION FOR A GRANT FROM THE
COLORADO DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT AND THE COLORADO DEPARTMENT OF LOCAL AFFAIRS TO
PREPARE A STORMWATER MITIGATION PLAN**

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

WHEREAS, the Town of Dolores suffered flooding events in 2019 and 2023 that caused extensive property damage and damage to the Town's infrastructure that exposed the inadequacy of the Town's stormwater drainage system.

WHEREAS the Town of Dolores is uniquely situated to experience such events in the future, exacerbated by climate change, wildland fire and excrement weather events.

WHEREAS the Town has identified the need for Stormwater Mitigation Plan as necessary to protect the lives and property of the citizens and businesses of the Town of Dolores.

WHEREAS the Town estimates the cost to prepare a Stormwater Mitigation Plan to be approximately \$110,000.

WHEREAS the Town of Dolores Board of Trustees strongly supports the application of a grant application to the Colorado Division of Homeland Security and Emergency Management and the Colorado Department of Local Affairs to fund the cost of obtaining a Storm Water Mitigation Plan.

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

Section 1. The Board of Trustees authorizes the Town Manager to take such action as may be necessary to apply for a Colorado Division of Homeland Security and Emergency Management and Colorado Department of Local Affairs grant or grants to fund the cost of obtaining a Storm Water Mitigation Plan in an amount not less than \$100,000.00.

Section 2. The Mayor, Town Manager, Town Clerk, and staff are hereby authorized and directed to execute all documents and do all other things necessary on behalf of the Town to apply for and facilitate the grant application.

Section 3. The Board of Trustees agrees to procure matching funds of a minimum of \$10,000.00 from its general fund should the grant be awarded.

Section 4. All action heretofore taken in furtherance of the purposes of the Grant and project are hereby ratified and confirmed.

Section 5. This Resolution shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, READ, AND PASSED AS A RESOLUTION AT THE SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES HELD ON FEBRUARY 24TH, 2025, AT WHICH A QUORUM WAS PRESENT.

ADOPTED by the Board of Trustees of the Town of Dolores, Colorado, February 24, 2025.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____ Town Clerk Tammy Neely

Project S149: Application - Town of Dolores Stormwater Master Plan



Routing in Progress: Submission (Step 1 of 5)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: Town of Dolores Stormwater Master Plan

Total Project Cost: \$0.00

Eligible Amount: \$0.00

Funding Sources: Federal - \$100,000.00
State - \$0.00
Local - \$10,000.00

Admin: \$0.00

FEMA Obligation Data: Federal Number - < no value >
Date of Obligation Letter - < no value >
CATEX Comments - < no value >
Project POP Date - < no value >
[Edit](#)

Is Phased Project? No

Grant

HMA-Pre HMA Pre-application Review
Pre-disaster Mitigation
Declared: January 1, 2001

Applicant

Town of Dolores
Montezuma County (Region - South West, Statewide, Service Area - Southwest & Tribal Nations Region)
UEI:
FIPS: 083-20770-00
FEIN #: 84-6000653
DUNS #: 183011493 Type: Other
Physical: 420 Central Avenue
Dolores, CO, 81323
Mailing: PO Box 630
Dolores, CO, 81323

Project

F # S #149
Town of Dolores Stormwater Master Plan
PLN-RA Planning Related Activities
Project POP Deadline:
Eligible: \$0.00
Federal: \$0.00 (0%)
Un-Expended Eligible: \$0.00

Workflow Summary

Current Step: 1) Submission
Description: Submission

Recipients: Irene Merrifield, DHSEM Mitigation Managers (State), Kenneth Charles

Last Returned: Jan 21, 2025 at 10:53 AM by Julie Beyers

Documentation Requested

Last Modified: Feb 15, 2025 at 10:24 AM by
Kenneth Charles

Submission: Jan 21, 2025 at 7:46 AM by
Kenneth Charles

Introduction

State Use Only

Federal Number:

Obligation Letter Date:

POP End Date:

Obligation Date:

CATEX Comments:

Summary Information

Grant:

HMA-Pre HMA Pre-application Review

Project Type:

Planning Related Activities

Title:

Town of Dolores Stormwater Master Plan

Used to help identify the project. Ex: "St Thomas Bridge Reinforcement".

Application ID:

Requested Applicant Updates

Fill out the following fields if the following values are incorrect. - ([View Applicant](#))

State Tax Number:

846000653

Current State Tax Number value:

Federal Tax Number:

846000653

Current Federal Tax Number value:

FEIN:

846000653

Current Federal Employer Identification Number value: 84-6000653

FIPS:

Current FIPS value: 083-20770-00

DUNS:

Current DUNS value: 183011493

Unique Entity Identifier (UEI):

Current UEI value:

Congressional District:

Current Congressional District value:

Congressman Name:

Current Congressman Name value:

State Senatorial District:

Current State Senatorial District value:

Senator Name:

Current Senator Name value:

State Legislative District:

Current State Legislative District value:

Representative Name:

Current Representative Name value:

Planning Requirement

For all disasters declared after November 1, 2004, a community must have a FEMA approved Local Hazard Mitigation Plan in order to be eligible for HMGP.

Does your organization currently have a Hazard Mitigation Plan (HMP)?

Plan Expiry Date:

Date of Plan Approval:

Plan Type:

Title of Applicant/Community
Local Hazard Mitigation Plan:

Montezuma County Multi-Jurisdictional HMP

Does the State/Tribe in which
the entity is located have a
current FEMA-approved
Hazard Mitigation Plan in
compliance with 44 CFR Part
201?

Yes

Title of State/Tribe Hazard
Mitigation Plan:

Colorado Hazard Mitigation Plan

Plan Type:

Standard State Hazard Mitigation Plan (SHMP)

Describe how the proposed
activity relates to or is
consistent with the
State/Tribe's FEMA-approved
mitigation plan.

The town expects the improvements will reduce risk of flooding by adding culverts, subsurface drainage systems and flood retention areas.

Is the community a member
of good standing with the
National Flood Insurance
Program (NFIP)?

Yes

Date Established:

Feb 7, 1975

NFIP Number:

080122

Property Located in SFHA?

No

Is the community a member
of the Community Rating
System (CRS)?

No

Project Information

Current planning regulations require specific information be included in local mitigation plans. The following questions address how your community intends to accomplish some of those aspects. For areas where specific strategies have not been determined, please estimate.

List all municipalities (county/city) the proposed plan will address. If not multi-jurisdictional, explain why that decision was made.

Town of Dolores

The plan will identify whether there are greater impacts outside of the Town of Dolores and help identify necessary project coordination / implementation requirements as we move forward with projects we identify during the planning process. This would likely be Montezuma County.

Provide specific information for each jurisdiction participating in the Hazard Mitigation Plan.

Jurisdiction	Population	County/Local Floodplain Coordinator	CID Number	CRS Rating	Will Jurisdiction Fully Participate in Planning Process?
Town of Do	950	David Douc			Yes

For this application and potential Hazard Mitigation Plan, have you notified the following in your jurisdiction regarding their participation in the planning process?

Planning/Zoning Department:

Yes

Organization(s) and Name of Personnel

Town of Dolores
Leigh Reeves, Town Manager

Building Department:

Yes

Organization(s) and Name of Personnel

Town of Dolores
David Doudy, Building Inspector

Floodplain Administrator:

Yes

Organization(s) and Name of Personnel

Town of Dolores
David Doudy, Floodplain Administrator

Other:

Yes

Organization(s) and Name of Personnel

Montezuma County, EM
Jim Spratlen

Attach letters of agreement for each jurisdiction involved in the plan (multi-jurisdictional planning only).

List the hazards to be addressed (i.e., flooding, earthquake, ice, etc.).

FLOODING

Residential-331
Mobile Homes-49
Commercial-143
Public-11

The regulations do not specify inclusion of human-caused hazards (i.e., radiological, hazardous materials, terrorism, etc.), but do encourage the integration of such. If human-caused hazards will be addressed, please list the types you will be studying.

NA

Describe the area and population affected by this project, including location. For multi-jurisdictional planning, specify each jurisdiction's information.

The Town of Dolores is located in Montezuma County. The Dolores River passes through the town. There are 950 residents in the town. The drainages described in the SOW and in the attachments are the source of the flood waters that affect the town and would be mitigated by this project.

Describe how the community will ensure the planning process will include public involvement and/or comment.

The town will utilize traditional communication techniques such as the town Facebook page, the town website, public meetings. Additionally, the town will hold special meetings and workshops to connect with the public. Also, the town will meet with local clubs and organizations and other agencies to describe the project.

Describe how the community will ensure the planning process will include neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as business, academia and other private and non-profit interests involvement.

The town will be working with Montezuma County through board to board communications and staff to staff including the County EM and planning department.
The town will also be working with CDOT and the Dolores Water Conservancy District.
The Dolores School District 's facilities have been affected by the flooding events and are an affected interest

Describe how the community will ensure the planning process will include a hazard mitigation planning team that incorporates a broad range of expertise/knowledge of the area(s) involved which will serve an integral part in the plan development phases of risk assessment, vulnerability analysis, mitigation strategy and plan maintenance.

The town will be working with Montezuma County Emergency Management as they update the HMP. This project will be included in that new document.

Describe how the community will ensure the planning process will include review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

The selected engineer for this project will have access to all of the town's previous engineering studies (attached to this application). In addition, the engineer will be expected to acquire any data that could support the Stormwater Plan including data from CWCB, the Army Corp, USGS.

Describe the Scope of Work (SoW). (Upload supporting documentation via the "Add Document" button in the footer section).

With the help from a qualified professional engineer, the proposes to create a Stormwater Master Plan.

The Town of Dolores is located in Montezuma County, CO. The Dolores River bisects the town east to west and on the north side of the town are high cliffs and the geography to the south is similar. Much of the town is in the floodplain. In the 1980s the Army Corp of Engineers designed and partially financed a project to widen the Dolores River Channel and strengthen the dikes along the sides. This mitigated the chance of flooding from the Dolores River.

There are several drainages that drain stormwater and snowmelt from the cliffs to the north that drain north to south to the Dolores River. During rapid snowmelt from these watersheds or an extreme rain event the subsurface and surface drainage systems the town has constructed over many years are inadequate and are overwhelmed resulting in flooding.

Another source of potential flooding would occur if these drainages experience wildfire resulting in rapid runoff and flooding from even minor storm events.

Climate change may also increase the chance of flooding for the three sources mentioned above:

1. Rapid snowmelt and runoff
2. Extreme rain event
3. Flooding due to wildfire

In the springs of 2019 and 2023 the town experienced flooding due to a rapid melt off from these drainages.. During this event the town declared an emergency triggering assistance from Montezuma County. The County Sheriff and Emergency Manager directed the response to the flooding. Several residences and businesses experienced minor flooding to their structures

The event revealed weaknesses and inadequacies in the town's storm water system. The town needs to improve both its surface and subsurface drainage systems. Several previous plans by Goff Engineering and Wilber Engineering provide a place to begin, but the plans need to be upgraded with new information and cost estimates. The town has attached those historical engineering plans.

Additionally, these upgrades would require the participation of CDOT as there are several Highway 145 crossings that are also undersized and not adequate to effectively convey flood

waters north to south to the Dolores River. The project will also require the participation of Montezuma County as these drainages are located primarily outside of town limits.

Describe previous hazard mitigation planning and implementation activities in the community.

All projects are listed in the HMP.

2023 Installed early warning sirens.

2023-2024 Installed a backup generator for the Town Water Treatment Plant

2024 Developed an evacuation plan with the county sheriff.

The town has adopted the most current building codes and participates in the NFIP system

Enter any additional comments related to the proposed planning effort, if desired.

The Stormwater Drainage Plan will be the base to build out the drainage infrastructure. The plan will entail developing a prioritization of proposed improvements to the Town stormwater management system based upon criticality, capital costs, disruption to the public and economy, multi-purpose/benefit projects with local partners (CDOT, Montezuma County and the Dolores Water Conservation District).

These improvements in conjunction with the town's building codes and Flood Plain regulations will reduce risks to property and lives.

Costs

Cost Line Items

Please specify any project costs that aren't worksheet or site-specific (since those costs will be specified in the individual worksheets).

Description	Qty	Price Pre-Award	Total
Application Total			\$0.00
Grand Total			\$0.00

Strategic Funds Management Initiative

Does this project qualify for SFM?

Admin

Will your agency take part in the Admin Program?

Funding Sources

Method: By Percent By Amount Funding Source / Other Agency

FEMA Share: \$ 0%

State Share: \$ 0%

Non-Federal Share - Estimated Local Share (Include In-Kind Value): \$ 0%

Total Allocated: \$ 0%

Admin Amount:

\$ 10,000.00

The amount of Admin requested for this Project.

If any portion of the non-Federal share will come from non-applicant sources (donated services, private donation, etc.), please attach letters of funding commitment for each non-applicant source:

 Upload

Describe how you will manage the costs and schedule and how you will ensure successful performance:

The town has experience working with projects and grants. The town recently purchased and remodeled a new town hall with a DOLA grant and performed an asbestos mitigation and demo project on a town building using CDPHE funds.

The town competitively selected an engineer to perform the work. The town has experience managing this sort of planning project. The town is presently finalizing final plans and bid documents on a large water system project.

Describe your experience with stakeholders such as various local, state, and federal government agencies, private sector, academic, or neighboring communities in an effort to reduce the risk from the hazards to which your county/community is exposed. If you do not have any experience with these entities, indicate what opportunities exist for engaging them:

The town has experience working with various state, federal and local agencies. The tow has had two pervious grants with DHSEM for the warning sirens and for the generator. The town also frequently works with the county EM on the HMP and training exercises.

The town also worked with Colorado Fire Prevention and Control on hazard mitigation. This department has a local office just outside of the town.

Describe the staff and resources needed to implement this planning activity and the subapplicant's ability to provide these resources.

Town staff that will be working on this project include the public works department, the town manager, the town treasurer and the flood plain administrator.

Would the applicant consider a reduced Federal cost share in full project funding was not available?

No

Enter additional comments related to the proposed project's funding, if desired:

The Dolores Town Board will take official action to approve the grant application on February 24, 2025.

Timeline

Project Milestones

Total # of weeks for entire project:

35

Timeline

Insert the proposed work schedule in phases, i.e., data gathering, risk assessment, etc. This timeline will used as a measurement tool for progress in the plan development and will be reported on quarterly. It will be the basis used to justify delays or extensions, if necessary, and should be estimated carefully.

Task Description	Start Day	End Day
Solicitation and Selection of Engineer	1	35
Preliminary Stormwater Design	1	210

How were the estimated start/completion dates determined?

The estimations are based on experience with similar planning projects using the services of an engineer.

Maintenance

The following questions are to give assurance on the plan's maintenance. Please answer each question and give a brief explanation.

Will the plan be maintained on a regular basis? If so, who will provide the maintenance and what is the annual cost to maintain?

The town will select an engineer who has a strong presence in the region and is a firm who will be in business in the region for the future. The town expects to construct the drainage improvements soon after the preliminary work is completed and funding can be obtained. .

AMENDMENT TO LEASE

THIS AGREEMENT is made this __ day of _____, 2025, by and between the Town of Dolores, Colorado, a municipal corporation, hereinafter referred to as "Owner", and the Galloping Goose Historical Society, Inc., a Colorado non-profit corporation, hereinafter referred to as "Tenant".

This Lease agreement is intended to amend that Lease Agreement between the parties in its entirety dated October 10, 1989 which was recorded in the real estate records of Montezuma County, Colorado on October 12, 1989 at Reception number 409631. The parties agree that this October 12, 1989 lease was intended to be a novation of all prior versions of the lease between the parties. The is lease agreement was amended effective January 11, 2021.

The Owner and Tenant, now agree to amend the October 10, 1989 as amended January 11, 2021 lease as follows:

1. The leased premises are modified to that shown on Exhibit 1 attached hereto in order to accommodate the construction of a structure to store the Galloping Goose Number 5 (hereinafter "Goose") during the winter months (hereinafter "Shelter"). The Tenant shall henceforth have exclusive possession per the terms of this lease agreement of that area demarked as the "New Lease Area" on Exhibit 1. The Tenant and the Town/Owner shall share the use of the area demarked as the "Shared Use Area" on Exhibit 1, such that the Tenant may utilize and maintain the railroad tracks and shelter located in the Shared Use Area and the Town/Owner may use the Shared Use Area and continue access and maintain a public parking lot for Flanders Park and the Flanders Park restroom facility.
2. The Shelter shall be designed in a manner that it will provide a covered area for public use when the Goose is not stored in the Shelter. Prior to commencing construction of the Shelter the Tenant shall preset the plans and drawing for review to the Dolores Parks and Recreation Committee for review and input and shall obtain the consent by resolution of the Dolores Board of Trustees.
3. The Tenant shall obtain all necessary building permits from the Town of Dolores for construction and inspection of the Shelter, which shall meet all applicable code requirements.
4. The Tenant shall be solely responsible for all costs of construction of the Shelter.
5. The Tenant shall be solely responsible for the maintenance of the Shelter during the term of the Lease.
6. The Tenant shall include the Shelter in its liability insurance required under Paragraph 10 of the Lease.

7. The Town of Dolores may permit the public to use the Shelter during the months of May through September of each year, except that the Tenant may utilize the shelter during those months in the event of a weather emergency without notice to the Town.
8. Ownership of the Shelter shall revert to the Town of Dolores in the event that (a) the lease is not renewed; (b) the Galloping Goose Historical Society, Inc. ceases to exist; or (c) the Galloping Goose Number 5 is destroyed or permanently relocated out of Flanders Park.
9. The terms of the original September 1, 1988 Lease, as amended by the January 11, 2021 agreement shall remain in full force and effect except as expressly modified herein.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON
_____, 2025.

TOWN OF DOLORES, COLORADO

THE GALLOPING GOOSE
HISTORICAL SOCIETY OF
DOLORES, INC., a Colorado
Non-Profit Corporation

Mayor of the Town of Dolores

President

ATTEST Clerk

Secretary

Seal

Seal

AMENDMENT TO LEASE

THIS AGREEMENT is made this 17th day of ~~January~~, 2021, by and between the Town of Dolores, Colorado, a municipal corporation, hereinafter referred to as "Owner", and the Galloping Goose Historical Society, Inc., a Colorado non-profit corporation, hereinafter referred to as "Tenant".

This Lease agreement is intended to amend that Lease Agreement between the parties in its entirety dated October 10, 1989 which was recorded in the real estate records of Montezuma County, Colorado on October 12, 1989 at Reception number 409631. The parties agree that this October 12, 1989 lease was intended to be a novation of all prior versions of the lease between the parties.

The Owner and Tenant, now agree to amend the October 10, 1989 lease as follows:

1. The leased premises are modified to that shown on Exhibit 1 attached hereto. The Tenant shall henceforth have exclusive possession per the terms of this lease agreement of that area demarked as the "New Lease Area" on Exhibit 1. The Tenant and the Town/Owner shall share the use of the area demarked as the "Shared Use Area" on Exhibit 1, such that the Tenant may utilize and maintain the railroad tracks located in the Shared Use Area and the Town/Owner may use the Shared Use Area to access its parking lot and entrance to the town hall building and the surrounding park and make such other use of the area it has made since the construction of the railroad tracks. The Tenant otherwise releases to the Town the area burdened by the original lease agreement demarked as the "Former Lease Area" on Exhibit 1...
2. The term of the lease is modified to a ten (10) year term from the effective date of this agreement. The lease as modified herein shall automatically renew for successive ten-year terms unless one of the parties gives the other 180 days' notice of its intention not to renew the lease. The lease shall sooner terminate if the Tenant loses its tax-exempt status, dissolves, or otherwise ceases to operate, or moves the depot building it constructed to another location or attempts to sell or assign the same.
3. Paragraph 8 of the original lease is modified and replaced in its entirety as follows: Since entering into the original lease, the Tenant has constructed a building that includes museum and retail space that was intended to be severable from the real estate which is referred to herein as the "depot building." The Town/Owner shall have the right of first refusal to purchase the depot building and railroad track constructed by the Tenant on the leased premises and town property, except that the right of first refusal shall not apply if the Town elects to cancel the lease. The Tenant shall have a right of first refusal to purchase the Rio Grande Southern Goose Number 5 railroad car from the Town in the event that the Town resolves to sell the same. Any improvements, including the depot building constructed by the Tenant, shall become the sole property of the Owner unless removed by Tenant within 365 days after the date of the termination of the lease.

4. Paragraph 10 of the original lease is modified to require no less than \$1,000,000 of liability insurance per occurrence and to carry casualty insurance on the improvements in an amount not less than the replacement value. The Tenant shall indemnify and hold the Owner harmless from any and all liability to third parties for personal injury, death or property damages arising on the leased premises.
5. Paragraph 12 of the original lease is modified and replaced in its entirety as follows: The Tenant shall not construct any additional improvements without the express written consent of the Owner. The Tenant may construct additional railroad track and display up to five (5) historic railroad cars in the area shown on Exhibit 1, attached hereto, after obtaining written approval of plans from the Owner. Such plans shall include a drawing proposed location of the track and location of the railroad cars, a description of the railroad cars, and a description of the means to be taken by the Tenant to protect the public from injury and property from vandalism, such as fencing, signage and lighting. Approval shall be contingent on the Owner's and Tenant's respective insurance carriers' approval.
6. The final paragraph of the original lease is modified and replaced in its entirety as follows: The Tenant shall not assign the lease, nor sublet any portion of the leased premises or improvements, including the depot building, without the express written approval of the Owner. The merger of the Tenant with another nonprofit entity, or the assignment of the depot building or substantially all of the Tenants' assets to another nonprofit organization, shall be considered an event that requires the Owners written consent for purposes of this Paragraph 6.
7. This amended lease shall be effective on date executed by the parties set forth below.
8. The terms of the original September 1, 1988 lease between the parties shall remain in full force and effect except as expressly modified herein.


THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON 11TH DAY OF, JANUARY 2021.

TOWN OF DOLORES, COLORADO

THE GALLOPING GOOSE
HISTORICAL SOCIETY OF
DOLORES, INC., a Colorado
Non-Profit Corporation



Mayor of the Town of Dolores



President

[Handwritten Signature]
ATTEST Clerk

Secretary

Seal



Seal

**Town of Dolores
Resolution #R438
SERIES 2021**

**A RESOLUTION APPROVING THE AMENDMENT OF
LEASES OF TOWN PROPERTY WITH THE GALLOPING
GOOSE HISTORICAL SOCIETY INC., A NON-PROFIT
CORPORATION**

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 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 Galloping Goose Historical Society, Inc., a Colorado non-profit corporation, (referred to as "Tenant") and the Town of Dolores, (referred to herein as the "Lessor") entered into a lease agreement for the lease of certain town property dated October 10, 1989 which was recorded in the real estate records of Montezuma County, Colorado on October 12, 1989 at Reception number 409631 and for the lease of a historic railroad car known as the Goose No. 5 in a Lease and Operating Agreement dated June 22, 2015; and,

WHEREAS the Tenant has proposed amendment to these leases which have been discussed with Town staff and are reflected on the Amendment to Lease agreement attached hereto as Exhibit A.

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. Amendment of Agreement. The Board of Trustees hereby approves the Amendment to Lease as described in "Exhibit A" in the form presented at this meeting, are in the best interests of the Town.

Section 3. Provisions. The form, terms and provisions of said Amendment to Lease amending the October 10, 1989 lease of real property and the June 22, 2015 lease and operating agreement pertaining to Goose No 5 attached thereto are hereby approved in substantially the form presented at this meeting. The Mayor of the Town of Dolores is hereby authorized and directed to sign and deliver the lease agreement, and all exhibits attached thereto, and the Town Clerk is hereby authorized to attest the foregoing and affix the seal of the Town to such documents; and

Section 4. Effect Date. This Resolutions shall be effective immediately upon its approval and adoption.

Passed, adopted and approved this 11th day of January, 2021.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: *Andrés Salas*, Mayor

Attest: *J. Kelly*, Town Clerk



RECORDED AT 300 OFFICE P OCT 12 1989

BOOK 577 PAGE 577

RECORDING NO. 467431 SAN BARRADO, MONTAZUMA CO. COLO.

LEASE AGREEMENT

THIS AGREEMENT is made this 10th of October, 1989, by and between the Town of Dolores, a Municipal Corporation, (hereinafter referred to as "Owner"), and the Galloping Goose Historical Society, Inc., a Colorado Non-Profit Corporation, (hereinafter referred to as "Tenant").

WITNESSETH:

That the said Owner does hereby demise and lease to Tenant, and Tenant does hereby hire from Owner, the following described premises:

Commencing at the Southeasterly Corner of that unnumbered block lying in the Town of Dolores as per the plat of the Town of Dolores, lying North of Block 6, Southern Subdivision to the Town of Dolores, thence, Northerly 120 feet, thence, Westerly 90 feet, thence, Southerly 120 feet, thence, Easterly 90 feet to the point of beginning.

County of Montezuma,
State of Colorado.

Together with all appurtenances thereto and easements for ingress and egress necessary and adequate for the conduct of Tenant's business hereinafter described for a term of twenty-five years running from and including the 31 day of December, 1989, and including the 31 day of December, 2014, for the use and Tenant's conduct of railroad and local history museum and shop for the restoration of Galloping Goose #5, subject to the terms and conditions hereinafter set forth, provided, however, that this Lease shall be automatically renewed for an additional period of twenty-five years under the same terms and conditions unless and except, either party notifies the other within the ninety days prior to the expiration of this lease that the lease shall be terminated.

1. **AMOUNT AND PAYMENT OF RENT:** Tenant covenants and agrees to pay to the Owner or designee, the rent herein reserved in the total sum of \$25.00, payable in twenty five equal annual installments of \$1.00 each, in advance, commencing on the 31 day of December, 1989, and continuing thereafter on a like day of each and every successive year during the term of this agreement. Tenant agrees to pay said annual rental payments to Owner at Dolores, Colorado, at the Town Hall or such place as the Owner shall designate, in writing, delivered to Tenant.

All costs, charges, and expenses which Tenant assumes or agrees or is obligated to pay to or on behalf of Owner, pursuant to this agreement, shall be deemed additional rent, and, in the event of the nonpayment thereof, Owner shall have all the rights and remedies with respect thereto as is herein provided for in case

of nonpayment of rent. Tenant covenants and agrees to pay the Owner of the rent, additional rent and adjustments of rent as in this agreement is provided, when due, upon notice or demand, at the time and in the manner herein specified.

2. TENANT'S ALTERATION, MAINTENANCE AND REPAIR OF PREMISES: Tenant shall maintain and keep the interior of the premises in good repair, free of refuse and rubbish and shall return the premises, at the expiration or termination of this agreement, in as good condition as when received by Tenant, ordinary wear and tear excepted.

Tenant, may, at his own expense, either at the commencement of or during the term of this agreement, make such alterations in and to the leased premises as may be necessary to fit the same for its business. In the event Tenant shall elect to make any removal of improvements, Tenants shall restore the premises, or the portion or portions thereof affected by such removal, to the same condition as existed prior to the making of such alteration, addition or installation.

All alterations, additions or installations not so removed by Tenant, at the expiration or termination of this agreement, shall become the property of the Owner without liability on the owner's part to pay for the same.

3. SIGNS AND ADVERTISING: All signs or advertising shall comply with the ordinances of the City or Town of Boulder, Colorado.

4. OWNER'S MAINTENANCE AND REPAIR OF THE PREMISES: Tenant shall be responsible for the construction and maintenance of the entire premises during the term of this lease provided, however, that during the term of this lease, or any renewal thereof, lessee shall not engage in any tree trimming or trimming of limbs which may encroach upon the demised premises, unless granted permission, in writing, to trim said trees by Owner.

5. UTILITIES: Tenant shall pay all charges for water, gas and electricity consumed by tenants upon the leased premises and any other utilities which shall be necessary or desirable to the conduct of Tenant's business upon the premises. Owner shall provide to tenant one water and one sewer tap at no cost to tenant.

6. OBEYANCE OF LAWS: Tenant shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the leased premises and the conduct of business therein.

7. TERMINATION BY BREACH OR DEFAULT: In the event that the Tenant shall fail to perform any covenant required to be performed by each party under the terms and conditions of this agreement, the other party may terminate this agreement, the Tenant's covenant to pay rent, and the Tenant shall be liable for a period of _____ months following such

failure, this lease may be terminated, at the option of the Owner, and Owner may thereupon enter into and retake possession of said premises, provided however, that such termination shall not relieve the Tenant from liability to the Owner for such damages as may be suffered by reason of such failure or the termination of this agreement.

8. SEPARATION OF IMPROVEMENTS FROM REALTY AND CONVEYANCE: It is intended and understood by and between the parties hereto, that all improvements situate or to be situate upon the demised premises shall be constructed and made by Tenant. It is further understood that Tenant has qualified and obtained a charitable corporation designation from the Internal Revenue Service and has undertaken to distribute its assets, upon dissolution, to another corporation undertaking the same or substantially the same corporate purpose and likewise having been qualified by the Internal Revenue Service as a charitable corporation. The parties therefore agree that such improvements as are made to the demised premises shall be and remain separate and severable from the demised premises and be and remain an asset of the Tenant.

9. TAXES AND ASSESSMENTS: Tenant shall pay all taxes levied upon the premises, assessments and charges which shall be assessed by virtue of the occupancy of the Tenant, as and when they become due, including personal property taxes by reason of any personal property placed upon the premises and belonging to or used by the Tenant.

10. TENANT'S LIABILITY INSURANCE: During the term of this agreement, Tenant, at his own expense, shall carry public liability insurance, showing the Owner as a co-insured, in amounts of not less than \$100,000.00 for personal or bodily injury and a like amount for property damage and of not less than \$300,000.00 per occurrence. The limits of liability as above expressed shall be adjusted, on or before the anniversary date of this agreement in every third year during the term hereof, according to the percentage of inflation or deflation as expressed by the Consumer Price Index as published by the United States Department of Commerce, using the year 1989 as a basis for comparison.

11. OWNER'S RIGHT TO ENTER PREMISES: Tenant shall permit Owner and Owner's agents to enter, at all reasonable times during business hours and upon reasonable notice, the leased premises, to view the state and condition of the premises.

12. CONSTRUCTION OF IMPROVEMENTS AND OPERATION: It is understood and agreed that Tenant shall construct such buildings and improvements upon the demised premises as shall be necessary and desirable to the conduct of its business upon the premises. Tenant agrees and undertakes to hold the town of Bolorca, Colorado, its agents, employees and trustees whole and harmless from all loss, damage or liability arising out of or as a result of said construction and the operation of such constructed improvements.

13. **PRIOR LEASES:** This lease specifically supersedes and replaces that certain lease entered into by and between these parties and recorded at Book 629 Page 419 on Sept 1, 1989 in the office of the Clerk and Recorder of Montezuma County, Colorado

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall inure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors, and assigns of the parties hereto.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

TOWN OF DOLORES, COLORADO

BY:

Jim Koenig
Jim Koenig, Mayor

ATTEST:

Shawna Valdez
Shawna Valdez, Clerk

GALLOPING GOOSE HISTORICAL SOCIETY, INC.

BY:

David Wilson
David Wilson, President

ATTEST:

Fred Winter
Secretary

S
O
T
O