

**AGENDA  
DOLORES COLORADO  
TOWN BOARD OF TRUSTEES MEETING  
MARCH 10<sup>TH</sup>, 2025, 5:30 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 2<sup>nd</sup> and 4<sup>th</sup> Monday meeting of the Dolores Board of Trustees

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ACTION/APPROVAL OF THE AGENDA **Trustees: Need a motion and a 2<sup>nd</sup>. 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 Board minutes from February 10<sup>th</sup>, and February 24<sup>th</sup> Board meetings.
  - 6.2 Proceedings for the month of February 2025.  
**Trustees: Need a motion and a 2<sup>nd</sup> to approve the consent agenda.**
7. REMOVED CONSENT AGENDA ITEMS:
8. CITIZENS TO ADDRESS THE BOARD: **This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages**

public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at [tammy@townofdolores.com](mailto:tammy@townofdolores.com) any time before the dated Board meeting. (If attending virtually you will be required to state your name and address)

**9 STAFF/COMMITTEE REPORTS/PRESENTATIONS:**

- 9.1 Sheriff's Report:** Steve Nowlin
- 9.2 Chamber of Commerce:** Susan Lisek
- 9.3 Managers Report:** Leigh Reeves
- 9.4 Attorneys Report:** Jon Kelly
- 9.4 Treasurers Report:** Kelley Unrein
- 9.5 Commissioner:** Jim Candelaria

**10. TRUSTEES REPORTS AND ACTIONS: Please keep comments 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/Action Montezuma Mexican Restaurant:** Discussion and Public Hearing of a violation. Possible approval of hotel/restaurant liquor license **Trustees: Need a motion and a 2<sup>nd</sup> if the renewal is to be approved.**

**11.2 Discussion/Possible Action second 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 2<sup>nd</sup> to approve the first reading**

**11.3 Discussion/Possible Action second 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 certain permanent provisions for participation in public meetings by virtual means. **Trustees: Need a motion and a 2<sup>nd</sup> to approve the first reading**

**11.4 Discussion/Possible Action first reading of Ordinance 586 Series 2025 2<sup>nd</sup> 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 establishments in the Town of Dolores, including sales, cultivation, manufacturing, and testing businesses. **Trustees Need a motion and a 2<sup>nd</sup> to approve the first reading.**

**11.5 Discussion:** Introduction of the Dolores Town Liquor Code. **No action needed.**

**12. DISCUSSION/POSSIBLE ACTION OF RESOLUTIONS**

**12.1 Approval Resolution R647 Shums Coda contract**

**12.2 Approval Resolution R649 MOU with Dolores School District RE-4a**

Trustees: Need a motion and a 2<sup>nd</sup> to approve

**13. ADMINISTRATIVE BOARD BUSINESS:**

**14. UPCOMING BOARD, COMMITTEE AND SPECIAL GROUP MEETINGS:**

**14.1 Dolores Parks/Playground Advisory Meeting** March 13<sup>th</sup>, 2025, 6:00 p.m.

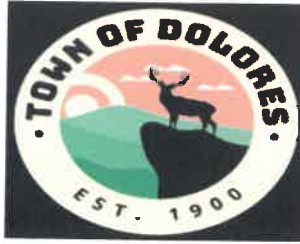
**14.2 Board Coffee** March 22<sup>nd</sup>, 2025, 9 a.m. to 11:00 a.m. Community Center

**14.3 Board Meeting and Workshop** March 24<sup>th</sup>, 2025, 5:30 p.m.

**14.4 Dolores Community Center Committee Meeting** March 25<sup>th</sup>, 2025, 6:00 p.m.

**15. ADJOURNMENT:**

# CONSENT AGENDA



## 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

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Due to a change in Zoom, there are separate links for the 2<sup>nd</sup> and 4<sup>th</sup> 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 2<sup>nd</sup>. 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. 2<sup>nd</sup> 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](mailto: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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 4<sup>th</sup>, 2025, 6:30 p.m.

**14.2 Board Meeting** March 10<sup>th</sup>, 2025, 5:30 p.m.

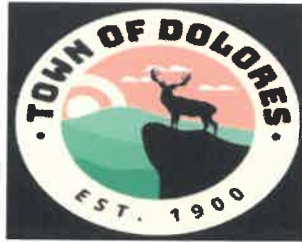
**14.3 Dolores Parks/Playground Advisory Meeting** March 13<sup>th</sup>, 2025, 6:00 p.m.

**14.4 Board Coffee** March 22<sup>nd</sup>, 2025, 9 a.m. to 11:00 a.m. Community Center

**14.5 Board Meeting and Workshop** March 24<sup>th</sup>, 2025, 5:30 p.m.

**14.6 Dolores Community Center Committee Meeting** March 25<sup>th</sup>, 2025, 6:00 p.m.

**15. ADJOURNMENT:**



**MINUTES  
DOLORES COLORADO  
TOWN BOARD OF TRUSTEES MEETING  
FEBRUARY 24TH 2025, 5:30 P.M. WORKSHOP 6:30 P.M. MEETING**  
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**Due to a change in Zoom, there are separate links for the 2<sup>nd</sup> and 4<sup>th</sup> Monday meeting of the Dolores Board of Trustees**

**WORKSHOP: 5:30 P.M.:**

1. Town of Dolores clean up days. The Board discussed the procedure for promoting Cleanup Days.
2. Fire Mitigation: The Board Discussed cleaning property sites that are a risk for fire as it may be a dry season prone to fires.
3. Code Enforcement: Property sites that have an abundance of debris, junk vehicles, and shrubbery.

**BOARD MEETING 6:30 P.M.**

1. **CALL TO ORDER:** Mayor Holkestad called the meeting to order at 6:36 p.m.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Board Members present: Mayor Chris Holkestad, Trustees: Kalin Grigg, Sheila Wheeler, Marie Roan, Chris Curry, and Mark Youngquist. Trustee Linnea Peterson appeared virtually.
4. **ACTION/APPROVAL OF THE AGENDA:** *Trustee Youngquist moved to approve the agenda, seconded by Trustee Roan. The motion passed unanimously.*
5. **IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST. No conflicts were identified.**
6. **ACTION/APPROVAL OF THE CONSENT AGENDA:** **The** Consent Agenda is intended to allow the Board by a single motion 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. 2<sup>nd</sup> street in Dolores.

*Trustee Youngquist moved to approve the consent agenda, seconded by Trustee Roan. The motion passed unanimously.*

## **7. REMOVED CONSENT AGENDA ITEMS:**

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

**8.1 Rachel Vass (virtually):** Commented to the Board that once Code Enforcement is explained to the community, they understand what the value of code enforcement is. She also agrees with the Board about Flanders Park and planning for a Town square.

## **9 STAFF/COMMITTEE REPORTS/PRESENTATIONS:**

**9.1 Managers Report:** Leigh Reeves reported on the following:

- The Dolores Community Center calendar will be out next week. The new oven for the kitchen has arrived. We are looking for teams of volunteers to clean and paint on March 6<sup>th</sup>, 2025, 3:30 to 4:00 p.m.
- The Town is collaborating with the school district with their needs and at the next meeting we will have an MOU and contract.
- The Town is proceeding with condemnation of one Mobile Home due to safety and health reasons.
- She announced that the Logo contest will need to be tabled for the time being so as to change the logo it is cost prohibitive for design and scalability.

**9.2 Attorneys Report:** Jon Kelly:

- Marijuana Ordinance, there is a new iteration of the code, some of the paragraphs are highlighted. There is an amendment for light manufacturing, which provides a business opportunity.
- Liquor Code Revisions are provided in the packet. The Boards options for renewal or non-renewal are limited. He questioned whether more options should be considered, such as business plan or code enforcement. Concerning violations, the State may impose a fine, the town cannot impose a fine with the renewal.

**9.3 Treasurers Report:** Kelley Unrein presented the Treasurers report and sales tax report. She

remarked that it looked better than last month.

**9.4 Commissioner:** Jim Candelaria reported the Board of County Commissioners attended the CCI in Denver. The State is looking at a \$1.2 billion deficit. There are many bills that are pushing funding out. Coffee with the County was well attended, the Assessor was present. Solar is a hot topic in the county. They will continue to monitor the effects of the Federal changes in policy concerning grants and county income.

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

**10.1** Mayor Chris Holkestad advised if anyone in the Community is planning to run for a seat with the town board, they should start coming to the meetings and get involved with the community. The Election year is 2026. The siren testing went well, dispatch and manual starts worked.

**10.2** Trustee Kalin Grigg reported that the Parks Committee is writing grants.

**10.3** Trustee Sheila Wheeler no comments were made.

**10.4** Trustee Mark Youngquist no comments were made.

**10.5** Trustee Chris Curry P&Z is discussing a comp plan, and small houses as an ADU.

**10.6** Trustee Linnea Peterson no comment.

**10.7** Trustee Marie Roan no comments.

## **11. PUBLIC HEARINGS/ORDINANCE APPROVAL:**

**11.1 Discussion/Possible action second reading of** Ordinance 583 Series 2025 Empire Electric Association Franchise agreement. Mayor Holkestad opened the hearing for public discussion. Trustee Wheeler questioned inspection and repairing of lines concerning damage to Town property. Attorney Kelly clarified the part of the contract. There was no virtual participation. Mayor Holkestad closed the hearing. *Trustee Grigg moved to approve Ordinance 583 Series 2025 on second and final reading, seconded by Trustee Wheeler. The motion was approved unanimously by a roll call vote.*

**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). Attorney Kelly introduced the ordinance. Basically, covering virtual meeting attendance and stipulating identification and possible location being required. *Trustee Youngquist moved to approve the first reading of Ordinance 584 Series 2025, seconded by Trustee Curry. The motion passed unanimously by roll vote.*

**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. Attorney Kelly introduced the ordinance, stating that zoom will be made available. *Trustee Youngquist moved to approve the first reading of Ordinance 585 Series 2025, seconded by Trustee Grigg. The motion was approved by roll call vote.*

## **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. Manager Reeves introduced the resolution, stating the Town will need to provide a \$10k match. The grant would be used for a drainage and flood management plan. This plan will be ready when funds are available to be engineered. *Trustee Grigg moved to approve resolution R646 Series 2025, seconded by Trustee Youngquist. The motion was approved unanimously.*

## **13. ADMINISTRATIVE BOARD BUSINESS:**

**13.3 Discussion/Possible Approval** of Goose Port in the park and change of lease agreement. The Galloping Goose Historical Society is requesting to renegotiate the lease agreement with the Town. Trustee Peterson requested to table the request indefinitely, as well as the majority of the Board. Trustee Youngquist stated there needs to be a master plan for Flanders Park.

## **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 10<sup>th</sup>, 2025, 5:30 p.m.

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

**14.4 Board Coffee** March 22<sup>nd</sup>, 2025, 9 a.m. to 11:00 a.m. Community Center

**14.5 Board Meeting and Workshop** March 24<sup>th</sup>, 2025, 5:30 p.m.

**14.6 Dolores Community Center Committee Meeting** March 25<sup>th</sup>, 2025, 6:00 p.m.

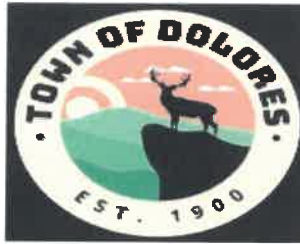
**15. ADJOURNMENT:** Mayor Holkestad adjourned the meeting at 7:59 p.m.

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Mayor Chris Holkestad

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Town Clerk Tammy Neely



## AGENDA

### DOLORES COLORADO

#### TOWN BOARD OF TRUSTEES MEETING

MONDAY FEBRUARY 10<sup>TH</sup>, 2025 5:30 P.M.

THE MEETING WILL BE HELD AT THE TOWN HALL 601 CENTRAL AVENUE.

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ACTION/APPROVAL OF THE AGENDA – **Trustees: Need a motion and a 2<sup>nd</sup>. 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 Board Minutes for the meetings of January 13<sup>th</sup>, 2025, and January 27<sup>th</sup>, 2025.

6.2 Proceedings for the month of January 2025.

6.3 Beer and Wine Liquor License renewal for The Italian/V2C Partners LLC, 101 S 5<sup>th</sup> Street Dolores.

**Trustees: Need a motion and a 2<sup>nd</sup> to approve consent agenda**

7. REMOVED CONSENT AGENDA ITEMS:

7.1 Liquor License Renewal for hotel/restaurant for Montezuma Mexican Restaurant LLC.

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](mailto:tammy@townofdolores.com) any time before the dated Board meeting.

**9. STAFF/COMMITTEE REPORTS/PRESENTATIONS:**

- 9.1 Galloping Goose Report: Joe Becker – 10 minutes
- 9.2 Sheriff's Report: Sheriff Steve Nowlin
- 9.3 Manager's Report: Manager Leigh Reeves
- 9.4 Treasurer's Report: Treasurer Kelley Unrein
- 9.5 Attorney's Report: Attorney Jon Kelly – Discussion of Marijuana Ordinance
- 9.6 Montezuma County Commissioner's report: Jim Candelaria
- 9.7 Maintenance Director report: in writing, Randy McGuire
- 9.8 Building Official report: in writing, David Doudy

**10. TRUSTEES REPORTS AND ACTIONS: Please limit comments to 5 minutes.**

- 10.1 Mayor Chris Holkestad
- 10.2 Mayor Pro Tem Kalin Grigg
- 10.3 Trustee Sheila Wheeler
- 10.4 Trustee Mark Youngquist
- 10.5 Trustee Chris Curry
- 10.6 Trustee Linnea Peterson
- 10.7 Trustee Marie Roan

**11. PUBLIC HEARINGS/ORDINANCE/RESOLUTION ADOPTION:**

11.1 Public Hearing amended 2025 Budget. **Open Public Hearing for discussion**

11.2 Resolution R644 Series 2025 AMENDING THE 2025 Budget and providing for a supplemental appropriation of funds to the various funds and spending agencies, in the amounts and for the purpose as set forth below for the 2025 Budget year. **Trustees: need a motion and a 2<sup>nd</sup> to approve resolution**

11.3 Ordinance 583 Series 2025 First Reading: Granting Empire Election Association a franchise for a period of ten (10) years. Allowing all necessary transmission line or lines, and other services along the streets, alleys, bridges, and public places. **Trustees: need a motion and a 2<sup>nd</sup> to approve first reading only.**

**12. ACTION/APPROVAL RESOLUTIONS: Trustees: need a motion and a 2<sup>nd</sup> to approve each resolution.**

12.1 Resolution R643 Series 2025 supporting participation in the Montezuma County Multi-Jurisdictional Hazard Mitigation Plan (HMP).

12.2 Resolution R645 Series 2025: Approving a contract for Municipal Judge Kristen Tarrin. (For the record swearing in will be at a later date).

**13. ADMINISTRATIVE BUSINESS/DISCUSSION:**

- 13.1 LOGO contest: Winners will be chosen by the Board by ballot.
- 13.2 Revisit Ord 577 – Discussion of water memberships in Town



**13.3 Zoom** – Vote and discussion on if we will continue the practice of active Zoom or posting meetings only.

**13.4 Marquee** – Vote and discussion on installing marquee.

**13.5 Yurt as a building structure discussion**

**13.6 Workshop topics for February and March** – input from the Board of Trustees

**14 FUTURE MEETINGS FOR BOARD/COMMITTEES:**

**14.4** Parks- February. 13th, 2025 6pm Townhall

**14.5** Office closed for President’s Day – February. 17th, 2025

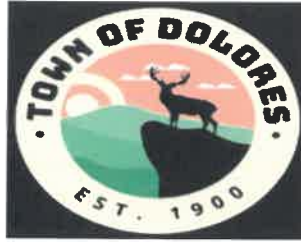
**14.6** Workshop and Board meeting – February 24th, 2025, 5:30pm

**14.7** DCC – February 25, 2025, 6pm Townhall

**14.8** P&Z – March 4, 2025, 6:30pm Townhall

**14.9** Citizens’ Coffee – March 22, 2025, 9am-11am Dolores Community Center

**15 ADJOURNMENT:**



**MINUTES  
DOLORES COLORADO  
TOWN BOARD OF TRUSTEES MEETING  
MONDAY FEBRUARY 10<sup>TH</sup>, 5:30 P.M.**

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- 1. CALL TO ORDER:** Mayor Holkestad called the meeting to order at 5:30 p.m.
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL:** Board Members present: Mayor Chris Holkestad, Trustees Mark Youngquist, Sheila Wheeler, Kalin Grigg, Linnea Peterson, and Marie Roan. Trustee Chris Curry appeared virtually.
- 4. ACTION/APPROVAL OF THE AGENDA:** *Trustee Youngquist moved to approve the agenda, seconded by Trustee Peterson. The motion was approved unanimously.*
- 5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.** Trustee Roan noted a conflict of interest on the consent agenda and will not be voting.
- 6. ACTION/APPROVAL OF THE CONSENT AGENDA:** The Consent Agenda is intended to allow the Board by a single motion to approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a Board Member requests an item to be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be Considered under specific Agenda item numbers.
  - 6.1** Board Minutes for the meetings for January 13<sup>th</sup>, 2025, and January 27<sup>th</sup>, 2025.
  - 6.2** Proceedings for the month of December 2024.
  - 6.3** Beer/Wine Liquor License Renewal for The Italian/V2C Partners LLC, 101 S. 5<sup>th</sup> street Dolores.  
*Trustee Youngquist moved to approve the consent agenda, Seconded by Trustee Wheeler. The motion carried unanimously, with a non-vote from Trustee Roan*

## 7. REMOVED CONSENT AGENDA ITEMS:

**7.1** Liquor License renewal for Montezuma Mexican Restaurant LLC. This item will be moved to March 10<sup>th</sup>, 2025, for a public hearing and discussion. *Trustee Peterson moved to remove this item from the consent agenda, seconded by Mayor Holkestad. Motion was approved unanimously.*

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9.

**9.1 Noah Frasier:** Commented concerns for removing the option of zoom. He believes that public participation will decrease.

**9.2 Sarah Vass:** Reiterated Noah's concerns concerning zoom meetings. She reported on the Dolores Community Center meeting and Friends of the Dolores Community Center.

**9.3 Mike Sawyer:** Commented on retaining zoom, and agreed with Noah, and Sarah. He commented on the subject of yurts in the Town, in his experience there are downsides to yurts.

**9.4 Lisa Roche:** Commented that she is supporting to retain zoom and youtube videos. She recommended an informational Board at Flanders Park.

**9.5 Marianne Mate:** Is in support of the zoom and thanked the Board for their service.

**9.6 Rachel Vass:** Lives out of the State but owns property in the Town. She inquired about the possibility of increasing Short Term Rental fees. She commented that regular businesses pay \$25.00 for a license; Short Term Rental pays more. She believes it to be punitive and arbitrary. She also supported zoom.

## 9. STAFF/COMMITTEE REPORTS/PRESENTATIONS:

**9.1 Galloping Goose Report/Joe Becker:** Stated that the Goose Society would like to build a picnic area at the end of the 4<sup>th</sup> street track, this area will also allow the Goose to be stored there in the wintertime. He requested the Town work together with the Galloping Goose Society. A resolution from the town to ensure progression, and a partnership with Onward or something similar. Attorney Kelly stated that there was a lease with museum and tracks. Attorney Kelly would like to review before the Board decides. Manager Reeves stated the Goose cannot block the restrooms.

**9.2 Sheriff's Report:** Sheriff Steve Nowlin reported the calls for service for the month of January. A total of 96 calls for the month. There has been some increased traffic on the weekends and during school time. On January 31<sup>st</sup>, 2025, there was a report of a man with a gun. Deputies, ambulance, and the Community Intervention Program Team (CIP) were dispatched.

**9.3 Managers Report:** Manager Leigh Reeves asked the Board Members if they had questions about her report:

- It was discovered that the ICC rating for residential is at 4 and commercial at 5 with 1 being

the best. FEMA grant funding may not be in the Towns favor or for reduced flood insurance rates. The Building Official is working to get the score connected to official FEMA documentation. Mayor Holkestad asked for more information on the ICC rating. The ICC rating can affect the flood insurance in the community and the costs. The Building Official is working to connect our score to FEMA so that community members opting for FEMA insurance will decrease the insurance rate by 35%.

- Fishing is Fun: Trustee Peterson asked if the funds were currently available. They are available. Staff will be asking for a slight increase.
- Manager Reeves asked the Board for detailed or clarified expectations of her workload.

**9.4 Treasurer's Report:** Treasurer Kelley Unrein: Presented the Budget Analysis report.

**9.5 Attorney's Report:** Attorney Jon Kelly Introduced the updates on the amended Marijuana Code in which the first reading will be set for February 24<sup>th</sup>, 2025, meeting.

**9.6 Montezuma County Commissioner's report:** Jim Candelaria reported that according to the department head meeting the Town of Dolores has the highest mill due to the school district rebuild. Montezuma County has a new wrap for the buses and are out providing transportation. Transportation is not free of charge and rates are on the county website.

**9.7 Dolores Chamber of Commerce Susan Lisak:** Reported the Chamber is planning activities for the year 2025. Operation Graduation made around \$2k. The Chamber will be partnering with Leadership Cortez for lunch and learn activities.

**9.8 Maintenance Director report: in writing, Randy McGuire**

**9.9 Building Official report: in writing, David Doudy**

## **10. TRUSTEES REPORTS AND ACTIONS:**

**10.1 Mayor Chris Holkestad** reported the Dolore Community Center range is being ordered. A coordination meeting will be held for clean-up days and plans for the Dolores Farmers Market.

**10.2 Mayor Pro Tem Kalin Grigg** asked about all the utility flags. SGM is surveying.

**10.3 Trustee Sheila Wheeler** Asked why the meetings were moved to 5:30 p.m. Mayor Holkestad answered it was moved for consistency and Staff.

**10.4 Trustee Mark Youngquist** had no comment.

**10.5 Trustee Chris Curry** informed the Board that he was on zoom due to a family situation. He advocates keeping zoom, and stated he will recuse himself from the yurt conversation.

**10.6 Trustee Linnea Peterson** asked if the Board members that are on committees have a quick report and would like it added back on the agenda. She had a concern relating to fire mitigation, and asked what kind of shrubbery/plants are suggested.

**10.7 Trustee Marie Roan** thanked the community that was present. She reported on the Chamber meeting: the website is being updated. Event dates are set, locations are still being worked. There is an issue with the funding of the M Power Breakfast. It is currently being funded by the Chamber. Trustee Roan believes this event is beneficial for networking.

## **11. PUBLIC HEARINGS/ORDINANCE/RESOLUTION ADOPTION:**

**11.1 Public Hearing amended 2025 Budget:** Mayor Holkestad opened the hearing for public comment. No comments were made. Treasurer Unrein introduced the 2025 amended budget. Resolution R644 Series 2025 to amend the 2025 budget was presented for the Boards decision. Mayor Holkestad closed the hearing.

**11.2 Resolution R644 Series 2025:** Amending the 2025 budget and providing for a supplemental appropriation of funds to the various funds and spending agencies, in the amounts and for the purpose set forth below for the 225 Budget year. *Trustee Youngquist moved to approve the 2025 amended Budget, seconded by Trustee Peterson. The motion was approved unanimously.*

**11.3 Ordinance 583 Series 2025 first reading:** Granting Empire Electric Association a franchise for a period of ten (10) years. Allowing all necessary transmission line or lines, and other service along the streets, alleys, bridges, and public places. *Trustees Youngquist moved to approve the first reading of Ordinance 583 Series 2025, seconded by Trustee Peterson. The motion passed unanimously by roll call vote.*

**11.4 Resolution R643 Series 2025:** Supporting the Montezuma County Multi-Jurisdictional Hazard Mitigation Plan (HMP). Jim Spratlin introduced the plan and commented that he is working to get funding. *Mayor Holkestad moved to approve Resolution R643, seconded by Trustee Youngquist. The motion was approved unanimously.*

**11.5 Resolution R645 Series 2025:** Approving the contract for Municipal Judge Kristen Tarrin. *Trustee Grigg moved to approve the contract, seconded by Trustee Peterson. The motion passed unanimously. (For the record, the swearing in will be held at a later date)*

## **12. Administrative Business:**

**12.1 Logo Contest:** Kids logo winner will receive \$50.00, and certificate, logo will be on site for one week. Adult Logo winner will receive \$500.00, the Town will use logo.

**12.2 Ordinance 577 revisited:** The Board discussed water membership in the Town. Also discussed were second residences, STR's, ADU rentals paying a second water membership fee.

**12.3 Zoom:** The Board discussed the options of removing zoom as the COVID-19 pandemic is over. The Board directed Attorney Kelly to draw an ordinance for the proposal of keeping virtual ability to attend meetings.

**12.4 Yurt as a building:** The Board discussed the possibility of yurts in the Town.

**12.5 Topic for the February and March workshops:** The Board gave some insight as to what should be discussed.

**13. ADJOURNMENT:** Mayor Holkestad adjourned the meeting at 8:10 p.m.

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Mayor Chris Holkestad

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Town Clerk Tammy Neely

Dolores Community Center Advisory Committee Meeting 1.28.2025

Minutes 1.28.2025: Dolores Community Center Advisory Committee

Attending: Sarah Vass, Jen Stark, Jonnie Ryan, Kourtney Morgan, Janneli Miller Town Manager  
Leigh Reeves

Special guest: Fred Manor: Dolores Community Center Manager

Agenda Dolores Community Center Advisory Committee

-DCC Financials report and Town Report: Town Manager Leigh Reeves:

No financial is available yet for the Committee.

Federal funding is held up at the moment

Discussions of a non profit structure for the DCC by Town Attorney, no further information provided.

The Town Board of Trustees is committed to sponsoring the DCC.

Reports from the town: The DCC Advisory Committee agreed there doesn'tt really need to be a full town report out but more anything that is prevalent to the Dolores Community Center, structure, funding, and or directives sent forward from the Town Board of Trustees.

-Upgrading: The DCC Advisory Committee identified the following upgrades for the DCC structure: Kitchen equipment, edges of the floors, chair seat cushions, painting the interior, wood chips for little gardens, window blinds, spruce up of the entrance way.

-River clean up day and general clean up day. Getting the things back up that need to be done.

-Development of a use guidelines for do's and do not do in the kitchen. General rules for the kitchen. Practical health applications/ behavioral components (can this be researched through the Colorado Department of Public Health and the food handlers guidelines)

>Fred to send to the Char what is currently posted. Food handlers guidelines versus what is currently available. Review the next meeting.

-Business Builder Grant opportunity: Sarah Vass and DCC Manager: Fred

\*Business builder grant with no match, it is a reimbursement grant, proposed and approved budget is needed. Involves several states, chance of minimum \$20k to \$35k. Demonstrate that 5 plus food/ farm business need to benefit from the funding request.

Oven, dry storage, Freezer area and offering food handlers courses for certification are some items discussed the grant could aid with. Sarah to lead the committee, Janneli to meet the guidelines, Kourtney, Fred are the additional memebers.

Discussion Items:

-Establishing a process to develop and advertise "Friend of the DCC"- launch date: April 1.

Work with Fred and Cortez Web services. Janneli to build and run an Instagram account.

-Setting the agenda for future DCC Advisory meetings. The DCC Advisory Committee will help drive this agenda and the Town Manager will supplement any pertinent information pertaining to the structure and activities of the DCC at the town level.

Next meeting Agenda items:

-We will review and prioritize the projects list, the food handlers review and final list, review of the budget, update on the web page, exit interview compilation review. Also this idea of an exit walk through.

- Regular scheduled meeting on February 25<sup>th</sup>.
- Grant progress update

-Adjourn: 7:15 P.M.

**Mission:** Cultivating growth and opportunity in a welcoming, inclusive, and accessible environment, where community can connect, learn and thrive together.

**Vision:** To be a vibrant gathering space where community members connect, collaborate, and celebrate diverse interests in a welcoming and well-maintained space. We strive to create an adaptable and stable environment that evolves with the needs and aspirations of our rural community, fostering a sense of unity, resilience, and shared purpose.

TOWN OF DOLORES

Check Register  
 Reporting All Cash Accounts  
 From: 2/1/2025  
 To: 2/19/2025

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
EFT		02/06/2025		Montezuma County Extension	020225		\$300.00	
EFT		02/10/2025		Operation Graduation	OG21025		\$200.00	
EFT		02/12/2025		EMPIRE ELECTRIC ASSOCIATION	DCCEE		\$317.71	
EFT		02/13/2025		Webstaurant Store	107630000	Oven	\$4,896.58	
28945	*	02/04/2025		CATERPILLAR FINANCIAL SERVICES COR	020425cat		\$3,669.70	
28946		02/04/2025		Fred Manar	9b		\$1,070.00	
28947		02/04/2025		Kelly & Fronapfel Law, PC	110		\$2,992.50	
28948		02/04/2025		PADILLA LAW, P.C.	3546		\$64.00	
28949		02/04/2025		PARKERS WORKPLACE SOLUTIONS	813396-00		\$104.76	
28950		02/06/2025		BALLENTINE COMMUNICATIONS	45134		\$442.85	
28951		02/06/2025		LA PLATA COUNTY	13088		\$358.60	
28952		02/06/2025		PARTNERS IN PARTS	197-16800		\$39.20	
28953		02/06/2025		Cedar Networks (Ting) Internet	020625		\$1,299.00	
28954		02/06/2025		WASTE MANAGEMENT OF NM	0446207-4889-5		\$588.78	
28955		02/06/2025		PRINCIPAL MUTUAL FUNDS	0202125EE		\$1,075.77	
28956		02/06/2025		ALSCO	LFAR1235005		\$346.13	
28957		02/06/2025		DOLORES GENERAL STORE	020125a		\$111.41	
28958		02/10/2025		IMAGENET CONSULTING LLC	INV1170561		\$155.51	
28959		02/10/2025		Kenneth Charles	021025		\$750.00	
28960		02/10/2025		LP Propane, LLC	LP021025		\$584.64	
28961		02/10/2025		MATTHEWS ELECTRIC OF SOUTHWEST C	25/37		\$195.00	
28966	*	02/13/2025	Voided	FOUR STATES AGGREGATES	180669	VOID*	\$1,016.97	
28967		02/18/2025		FOUR STATES AGGREGATES	02155		\$671.22	
28968		02/18/2025		FLYERS ENERGY, LLC	CFS-4141818		\$110.13	
28969		02/18/2025		PRINCIPAL MUTUAL FUNDS	021525EE	Employee Contribution	\$1,100.75	
28970		02/19/2025		AMERICAN RAMP COMPANY	8876		\$184,375.00	
28971		02/19/2025		CATERPILLAR FINANCIAL SERVICES COR	36550249		\$2,088.46	
28972		02/19/2025		CENTURYLINK	120825CL		\$175.15	

\* Indicates Out Of Sequence Check Number



### TOWN OF DOLORES

Check Register  
 Reporting All Cash Accounts  
 From: 2/1/2025  
 To: 2/19/2025

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
EFT Check Count: 4      Amount: \$5,714.29 Regular Check Count: 23      Amount: \$202,368.56 27      \$208,082.85 Voided Check Count: 1      Amount: \$1,016.97								

Signature \_\_\_\_\_

These invoices are approved for payment.

\* Indicates Out Of Sequence Check Number

## **Town board March 10, 2025**

### **Building Official report**

#### **Current projects:**

1. #1006 – Final inspection and CO issued
2. #1156 – Final issued
3. #1143 – Rough in of gas fireplace
4. #1169 – Footer inspection
5. #1172 – Final issued
6. #1176 – Under floor inspection
7. #1111 – Final inspection and CO issued
8. #1169 – Stem wall inspection
9. #1169 – Under floor inspection

#### **New permits: 1 permit - \$25.00**

1. #1179 – Rejected due to condemnation of building
2. #1180 – Demo Permit

#### **Consultations - Phone and in person**

31 Phone and in-person

#### **Construction Inspections**

11

#### **Future projects on the horizon:**

Remodel of commercial structure will occur -

#### **Business Inspections**

None this month

#### **Food trailer/truck inspections**

None this month

**STR Inspections**

1

**Internet Technology**

No report this month

**SPECIAL PROJECTS**

None

**STR's**

No issues this month

**Compliance issues**

In the process of setting up inspection program for businesses that have grease traps

**Other items**

None

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## MAINTENANCE DAILY REPORT FEBRUARY 2025

- 1-2 Plants. Randy.
- 3 Plants. Completed the monthly report at water plant. Repaired a valve at the water plant. Cleaned the sewer line at the water plant.
- 4 Plants Pulled the monthly wastewater, chlorine and bacti samples. Calibrated the clarifier valve at the water plant. Opened the Flanders park restrooms after completing the repairs.
- 5 Plants. Cleaned up around the Flanders restrooms. Completed the monthly sewer plant reports, DMR.
- 6 Plants. Cleaned the chemical injectors at the water plant. Marked utility locates.
- 7 Plants. Filled dog pot bag dispensers and worked on the utility locates.
- 8-9 Plants. Audra. Got called out for the water dock on Sunday.
- 10 Plants. Finished the utility locate marking. Attended training. Looked for a water leak. Raised the meter pit top at 1603 Central.
- 11 Plants. Found and repaired a water main break at 3<sup>rd</sup> street and Riverside Ave. Repaired a frozen meter at 2004 Short Street.
- 12 Plants. Pulles the weekly chlorine samples. Checked streets. Performed the quarterly water tank inspection. Hauled off spoils from the water line repairs and hauled gravel.
- 13 Plants. Prepared equipment for snow removal. Marked utility locates.
- 14 Plants. Plowed snow.
- 15-17 Plants. Justin. On Saturday Justin cleaned the parking lot at the Community Center and plowed Merriitt Way.
- 18 Plants. Plowed the walking trail. Hauled snow. Turned water off at 105 N 17 street.
- 19 Plants. Pulled the weekly chlorine samples. Pulled THM and HAA samples. Marked utility locates. Hauled snow.
- 20 Plants. Hauled snow. Unloaded the new stove/oven at the Community Center. Hung water shut off notices. Worked on the water plant internet.
- 21 Plants. Hauled snow and lubed the loader.

- 22-23 Plants. RJ. RJ and Randy got called out for the water plant.
- 24 Plants. Read meters. Completed the annual wastewater biosolids report. Prepped the oven for the community Center.
- 25 Plants. Moved the new oven into the Community Center. Calibrated wastewater plant meters. Serviced the pH meter at the water tank. Staged the chlorine barrels at the wastewater plant and the water plant. Hauled off tree branches from the parks. Repaired a frozen meter at 107 N 17<sup>th</sup>. Picked up trash. Meter Re-reads.
- 26 Plants. Pulled the weekly chlorine samples. Hauled snow. Checked for a water leak.
- 27 Plants. Blades streets. Filled potholes. Cleaned pickups. Checked the meter at 18390 Hwy 145.
- 28 Plants. Marked utility locates. Checked alley conditions. Rebuilt the water pump for the jet rodder.

TOWN OF DOLORES

*Received  
in Feb*

Payment Application Report

From 02/01/2025 to 02/28/2025

Billing Cycle: 1

Subtotal by Transaction Type Applied To: True

Including Complete and Incomplete Batches

Transaction Type: (Any)

Payment Type: (Any)

**Other Receipt Payments**

Applied To BUILDING PERMIT Total:	Charges Applied To: 1	\$(150.00)
Applied To BUSINESS LICENSE Total:	Charges Applied To: 1	\$(25.00)
Applied To CHARTER FRANCHISE Total:	Charges Applied To: 1	\$(1,196.38)
Applied To COMNET FRANCHISE Total:	Charges Applied To: 1	\$(831.57)
Applied To COURT FINES Total:	Charges Applied To: 1	\$(130.00)
Applied To DEVELOPMENT FEE Total:	Charges Applied To: 1	\$(250.00)
Applied To DOG LICENSE Total:	Charges Applied To: 42	\$(570.00)
Applied To EMPIRE FRANCHISE Total:	Charges Applied To: 1	\$(4,634.82)
Applied To LIQUOR LICENSE Total:	Charges Applied To: 1	\$(428.75)
Applied To MISC-GENERAL Total:	Charges Applied To: 15	\$(16,157.35)
Applied To PROP TAX-OWNERSHIP Total:	Charges Applied To: 1	\$(1,163.49)
Applied To PROPERTY TAX Total:	Charges Applied To: 1	\$(626.75)
Applied To R&B TAX Total:	Charges Applied To: 1	\$(81.98)
Applied To WATER DOCK Total:	Charges Applied To: 15	\$(1,561.75)

\* Denotes an overpayment

^ Customer does not have an account.

**TOWN OF DOLORES**

**Payment Application Report**

From 02/01/2025 to 02/28/2025

Billing Cycle: 1

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

Transaction Type: (Any)

Payment Type: (Any)

**Billing Payments**

*Received  
in Feb*

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<b>Service Type SEWER Total:</b>	<b>Charges Applied To: 501</b>	<b>\$(19,061.51)</b>
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<b>Service Type WATER Total:</b>	<b>Charges Applied To: 587</b>	<b>\$(25,908.05)</b>
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<b>Billing Payments Total:</b>	<b>Charges Applied To: 1,088</b>	<b>\$(44,969.56)</b>
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<b>Grand Total:</b>	<b>Charges Applied To: 1,088</b>	<b>\$(44,969.56)</b>
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\* Denotes an overpayment

^ Customer does not have an account.

TOWN OF DOLORES

Billing Period Report

For 1 2/1/2025 - 2/28/2025

Include Write Off Accounts: False

*Billed  
in Feb  
payable March*

Rate Code Totals

Rate Code	Amount	Usage	Count
<b>SEWER</b>			
CS1 COMM IN TOWN	\$2,662.34	303,300	63
S01 RESIDENT IN TOWN	\$12,578.80	759,900	328
S02 RESIDENT OUT OF TOWN	\$702.96	30,100	12
S03 RESIDENT IN TOWN 1K	\$345.15	25,000	9
S1K COMMSEWER1KMETER	\$2,515.31	669,000	29
S90 SENIOR LI DISCOUNT	\$1,340.64	111,600	48
S95OUT	\$43.93	900	1
SEWER BASE RATE ONLY RESIDENT IN	\$153.40	10,000	4
SOJ JEAN JOHNSON AGREEMENT	\$0.00	1,000	1
	<b>\$20,342.53</b>	<b>1,910,800</b>	<b>495</b>
<b>WATER</b>			
C05 COMM.TAP IN TOWN	\$88.68	0	2
CW1 COMM IN TOWN	\$3,270.65	231,600	63
CW3 CM1K IN TOWN	\$1,992.16	278,000	24
MF1 100 GAL MULTI FAMILY INTOWN	\$990.50	104,000	20
MF2 1K MULTI FAMILY INTOWN	\$2,164.52	408,000	11
MF3 1K OUT OF TOWN MULTI FAMILY	\$139.72	10,000	2
MF4 100 GAL MULTI FAMILY OUT OF TOV	\$602.55	14,700	10
R01 RESIDENT IN TOWN	\$14,138.58	724,700	313
R02 RES. TOWN TAP	\$354.72	0	8
R03 RESIDENT OUT TOWN	\$2,009.77	99,900	33
RK1 RESIDENT 1K METER	\$363.99	18,400	8
TW1 TOWN WATER	\$0.00	7,900	11
TW2 TOWN WATER 1 K	\$0.00	10,000	3
W90 SENIOR LI DISCOUNT	\$1,276.43	112,800	48
W95OUT	\$87.86	1,600	2
WATER BASE RATE ONLY RESIDENT IN	\$177.36	10,000	4
WD WATER DOCK 1K	\$0.00	144,000	1
	<b>\$27,657.49</b>	<b>2,175,600</b>	<b>563</b>
	\$48,000.02	4,086,400	1,058



Report to the Board of Trustees on the  
Planning & Zoning Commission meeting held  
March 4, 2025

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

<b>Agenda Item/ Description</b>	<b>Discussion</b>
8. Staff reports	<p>The manager delivered on oral report. The two additional written reports referenced in the agenda were not included in the packet, and were not reported on.</p>
9. Commissioner updates	<p>There were no formal updates.</p>
10. Discussion	<p>Comprehensive Plan. Linda asked about the manager for an update about potential planners and budget for the comprehensive plan. Leigh reported that she has appointments with one potential planning contractor, and that she is trying to contact Elizabeth Garvin and Clarion. Funding is still in question. However, she is trying to link information from potential contractors with her drafting a potential scope of work, potential budget, and funding plan for components of a plan that will meet DOLA's requirements and the Town's needs.</p> <p>Leigh would like P&amp;Z to focus on determining what the Town wants and needs before she talks with planners.</p> <p>Mark discussed his frustration with the communication plan template that had been provided to the commissioners for organizing thoughts before the March 4 meeting. He said that we need a document that states: "It's a revision, here's what we need to do." P&amp;Z needs to determine:</p> <ul style="list-style-type: none"> <li>• our current status and starting point,</li> <li>• our goals, and</li> <li>• the actions to take to get from the starting point to the goals.</li> </ul> <p>The commissioners discussed how to produce the document that the manager would like to have. They agreed that identification of challenges and potential solutions was critical, as were cross-references to existing planning documents and references.</p> <p>The Commission agreed to focus the April 1 meeting on comparing the 1997 comp plan with the review of the plan completed by P&amp;Z in 2019. Ann will send the two documents to the commissioners, who will come to the April 1 meeting prepared to determine which parts of the 1997 comp plan are still relevant, which need revision, which new topics should be added.</p>

**11. Future agenda items:**

These items are being retained on the agenda:

1. Comprehensive Plan sub-plans, including: funding, weed management, watershed management, hazards mitigation, etc.
2. Public outreach and education
3. Work with staff to edit the Special Exception Permit application.
4. Examine the 30% front occupancy in the Corridor and Downtown Mixed-Use zones.
5. Parking in town

**Sarah Vass**

Tue, Feb 11, 3:41 PM (8 days ago)

to me

Hi Jen,

Just a summary of my meeting held at the DCC kitchen with Trustee Linnea Peterson, Inspector David Doudy and Manager Leigh Reeves.

**Discussed:** The installation of a new stove/oven range, repairing the hood and out-of-code nozzles (fire suppression) and logistics of installation plan. Range to be ordered on Linnea Peterson's Webstaurant Account to bypass shipping fees, David Doudy to reach out to Cooper Fire to see if any of the work can be donated (he found out Cooper Fire can do the some or most of the work that the hood needs for free!) Doudy can talk with Randy from Maintenance about having a forklift to be able to unload the oven range when it arrives so we do not have to pay \$50+ for a lift gate on the delivery truck.

\*General topics while in the kitchen, **CLEANING** is very necessary. There is a layer of grime and grease on literally everything. Window blinds, window ledges, all window panes, all surfaces, edges of cupboards and edges of floors. 4-5 volunteers with a suds bucket and a sponge could tackle the kitchen and get a lot of cleaning done in an hour or so. I would gladly volunteer.

I will also be taking photos of the ovens on 2/12/25 so I can post them on Facebook Marketplace and see if anyone wants to buy/u haul them away from the kitchen.

Kourtney is right about the state of the cupboards in the kitchen as addressed last meeting, the cupboards are still totally full of random objects including about 200 coffee cups etc. 20 pitchers for water, metal pans for heating food in a hot bar. Sarah wants to access cleaning the closets and cupboards in the DCC entirely, compiling items and getting ready for a donation based fund raiser where the DCC is part of the Town Yard Sale Day. We can accept people's donation of items and sell them during the yard sale day for 100% donation profit. Could be a good way to connect with the community and hold an outdoor event at the DCC for folks to stop by and talk. The Pets Sake does this once a year at the Auction Yard outside COrtex and seems to get a lot of donations. Anything that doesn't sell the day of could be facebook market placed or simply donated to thrift stores.

By Feb 7th, Leigh was ready to order the range and start the process, she reached out to Linnea for scheduling and talked about Tuesday Feb 11th to order the oven range.

Week of Feb 5-8th, Sarah noticed that the ground in front of the DCC sign on the property had holes and unearthed dirt around it, vermin?? Moles? Voles?

2/11/25 - Just had another meeting with Leigh. We are very close to ordering the ovens, the plan is to order them this Friday the 14th so that they show up between 2/19- 2/21 for prime installation. The biggest thing is trying not to displace the senior lunch ladies too much.

I talked with David Douady 2/11/25 and a grease trap is based on the appliances in the kitchen. So I wont be including the grease trap in the proposed budget for the kitchen grant, I think between a new three system sink and accessories, plus a new dishwasher and installation we should be getting very close to 20k.

--

Sarah Vass  
Store Director  
Dolores Food Market

Sunday, April 20th Easter

March 10th  
Agenda

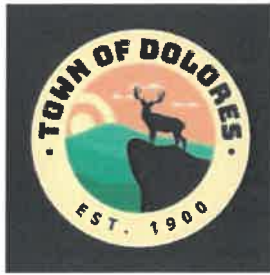
# 2025

- Riverfest: June 7 JOE ROWELL  
PARK
- Community Yard Sale: June 14 FLANDERS
- Boggy Draw Beat Down: Aug 1-2 FLANDERS  
JOE ROWELL?
- Escalante Days: Aug 9th FLANDERS
- Softball Tournament: Aug 9-10 JOE ROWELL
- Harvest Fest: Oct 4th FLANDERS
- Chamber Banquet: Oct 18 Community  
Center

Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg On Scene	Total On Scene	Total Time
AGGRESSIVE ANIMAL	1	1.4	1.7	15.22	38.5	38.5	67.25
ANIMAL AT LARGE	1	8.18	12.33	5.25	0	0	8.52
ANIMAL WELFARE CHECK	1	2.68	18.65	0.02	0.07	0.07	27.45
ASSIST OTHER AGENCY	1	8.3	0.1	3.23	0	0	13.45
ATTEMPT TO SERVE CIVIL	3	0.27	5.98	0.07	0	0	62.2
ATTEMPT TO SERVER OTHER	1	0.62	0	0	0	0	0.23
BARKING DOG	3	4.52	41.58	8.4	0	0	149.3
BUSINESS CHECK	1	0.28	0	0	0	0	16.07
CIVIL STANDBY	1	5.53	13.13	0	0	0	13.6
COMMUNITY POLICING	2	0.72	52.45	0	0	0	114.33
CONSENSUAL CONTACT	1	0.07	0.03	0	2.43	2.43	2.17
COURTESY RIDE	1	2.33	0	0	0	0	4.42
DISTURBANCE	1	1.52	0.1	26.13	28.6	28.6	56.93
DOG RUNNING AT LARGE	1	0.15	0.02	0	28.23	28.23	1.28
DRIVING UNDER THE INFLUENCE	1	1.43	0.05	17.77	82.9	82.9	37.77
EXTRA PATROL	5	0.28	0.17	11.52	13.35	66.75	867.67
FOLLOWUP	5	0.65	82.07	9.48	0	0	1157.33
FOUND PROPERTY	2	2.52	23.38	16.98	3.45	6.9	102.63
FRAUD	1	0.22	0.07	0	0	0	18.75
HARASSMENT BY PHONE	1	4.93	0	0	0	0	42.87
INDECENT EXPOSURE	1	0.67	0.43	21.82	24.9	24.9	61.02
INJURED ANIMAL	1	2.07	0.03	0	0	0	5.2
MISSING PERSON	1	4.53	10.77	9.97	16.57	16.57	9.22
MOTORIST ASSIST	2	0.05	0.03	0	0	0	17.23
OVERDOSE; DRUGS	1	1.03	0.07	33.83	117.12	117.12	1.42
PARKING COMPLAINT	1	1.85	0.42	14.18	0	0	23.63
PHONE CALL	2	1.7	0	0	0	0	192.93
RADAR TRAILER PLACEMENT	1	0.05	0	0	0	0	0.05
RECKLESS	1	4.62	0.08	27.12	0	0	73.2
SECURITY	1	0.1	0.02	0	0	0	67.8
SEXUAL ASSAULT	1	0.18	0.25	0	0	0	24.32
SHOTS FIRED	2	1.68	0.12	49.63	10.2	20.4	44.57
SUICIDE THREAT	1	0.07	0.05	0	66.05	66.05	65.97
SUSPICIOUS PERSON	1	0	0	0	0	0	6.18
SUSPICIOUS VEHICLE	1	3.12	0.3	2.6	0	0	16.35
THREATS	1	4.18	0.15	0	0	0	56.7
TRAFFIC ACCIDENT	2	4.27	0.28	2.7	0	0	64
TRAFFIC CONTROL	1	0	0	0	0	0	47.27
TRAFFIC STOP	17	1.12	0.8	0.03	5.82	98.88	1952.17
UNWANTED PERSON	1	2.18	0.27	14.55	37.8	37.8	0.2
VIN INSPECTION	1	2.38	33.22	0.03	0	0	40.13
WARRANT SERVICE	1	0.33	16.47	0.02	0	0	22.97
WELFARE CHECK	1	0	4.58	5.32	5.9	5.9	397.9

Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg On Scene	Total On Scene	Total Time
ABANDON VEHICLE	3	5.38	13.25	0.03	0	0	142.95
AGGRESSIVE ANIMAL	1	3.38	0	0	0	0	30.9
ANIMAL CARCASS	1	0.5	0.48	15.35	0	0	14.78
ASSIST OTHER AGENCY	1	0.83	0.02	0	0	0	20.23
ATTEMPT TO SERVE CIVIL	1	0.05	0.02	0	0	0	2.43
BREAK IN	1	0.4	11.58	1.85	0	0	0.03
BREATHING DIFFICULTY	1	0	0.03	8.12	8.33	8.33	14.42
CIVIL STANDBY	1	1	8.6	30.05	87.2	87.2	58.18
COURTESY RIDE	1	0.13	0.02	14.4	0	0	15.58
DISTURBANCE	2	3.88	0.12	82.28	59.33	118.67	193.4
EXTRA PATROL	2	0.12	0.25	0	0	0	0.2
FRAUD	1	3.42	27.25	3.38	52.23	52.23	93.28
INFORMATION ONLY	2	12.05	2.7	0	0	0	162.27
INJURED ANIMAL	1	10.13	0.03	14.05	0	0	30.17
LINE DOWN	1	0.43	0.05	0	0	0	28.05
MOTORIST ASSIST	2	3.43	0.13	21.47	0	0	55.7
RECKLESS	1	0	0.27	1.73	0	0	6.53
REDDI REPORT	1	3.48	0.43	3.32	10.97	10.97	30.97
SECURITY CHECK	48	354.15	30.83	178.95	0	0	47200
SUSPICIOUS VEHICLE	1	6.65	0	0	0	0	3.72
THEFT	1	3.05	3.43	5.07	79.27	79.27	96.77
TRAFFIC ACCIDENT	3	6.12	1.57	19.9	121.33	364	2196.55
TRAFFIC STOP	7	0.65	0.57	0.03	0	0	397.13
UNWANTED PERSON	1	3.3	0.02	1.28	0	0	8.88
VIN INSPECTION	3	5.38	33.28	18.53	0	0	776.3
WELFARE CHECK	2	9.27	0.12	54.17	30.17	60.33	87.27

Sector 801 Calls for Service Feb 2025 90



## Town Manager's Report

Date: March 4, 2025

To: Board of Trustees

From: Leigh Reeves, Town Manager

New format let me know what you think.

### Community Updates & Announcements

#### Summer Events & Park Planning

Susan will be sharing the calendar for Chamber events happening this summer. As a group, we need to decide which park will host these events and whether we want to allow camping.

#### New Oven Installation at the Community Center

Exciting news! A new oven will be installed at the community center on **Friday, March 7th**. The old ovens have been sold, and the space will be cleaned and prepped for the new one. This project is led by Sarah Vass and the Community Center Advisory Board.

### Grant Updates

- **Parks Committee Grant:** Nikki Gillespie and Mari Gillium applied for a **\$15,000 grant from Outride.org**. I submitted it on **February 27th**, ahead of the **March 1st** deadline. This gives us time to answer any follow-up questions from the organization.
- **Missed Grant Opportunity:** Kalin wrote an excellent grant proposal that was a great fit for us, but unfortunately, the organization chose to keep their funds within their state.

### FEMA Grant Issues

We are ready to submit our FEMA grant, but we're unable to access the **FEMAGO website** due to issues with our previous treasurer's account setup. **FEMA, FSD, SAM.gov, and**





**login.gov** all have complications that Kelley and I are working hard to resolve. We've been collaborating with **Julie Beyers and Shawn Servos** to fix this.

One suggested solution was to partner with **Montezuma County** through an **MOU**, but they declined because of their new rules against pass-through grants. Our goal is to clear this up by **Tuesday** so we can apply for the **stormwater engineering design grant**. Having an engineered plan in place makes it much easier to secure funding.

### **Short-Term Rental (STR) Fees**

Many of you have asked about STR fees:

- **License:** \$250
- **Inspection:** \$100
- **Total:** \$350
- **State Business License:** \$25

For comparison, **Salida charges \$1,000 per STR** and has about 250 licensed rentals. That seems quite high!

### **Property Dispute on Riverside**

We recently received an email from a resident involved in a legal dispute over property lines with their neighbor. At the time the issue began, there was no requirement for a **survey before building accessory structures**, which has now led to complications.

From her attached photo, you can see that **snow from a carport collapsed a chain-link fence**. No setback variance was requested or approved, which created this issue.

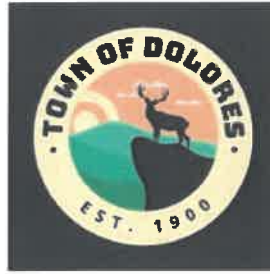
Unfortunately, several homeowners have built on town property.

To prevent future problems, we might consider requiring:

- A **permit for landscaping** on town property.
- **Surveys before fence installation** to avoid legal disputes later.

### **Building Permit Request – 43 Porter Way**

The owners of **43 Porter Way** have submitted a building permit request. Our goal is to move



this forward for discussion at the **April 1st Planning & Zoning meeting**. If approved, it will go to the **Town Board on April 14th** for final approval.

Since our town staff has never processed a **Tier 3 geological report**, we are bringing in **Nancy Dosdale from SEH** to guide us through the process. We will also seek a **second opinion from an engineer who represents the Town** to make sure all designs meet our standards.

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## Agenda Items

### Public Hearings & Ordinances

- **11.1 Montezuma Liquor License Renewal**
- **11.2 Ordinance 584 (Second Reading & Public Hearing):** Repealing Ordinance 543 from 2020, which addressed COVID-19 policies.
- **11.3 Ordinance 585 (Second Reading & Public Hearing):** This would transition a 2020 emergency agreement into a permanent one.

*Discussion Point:* How do we want to define “public” for town meetings? Some options include:

- Residents
- Business owners
- Property owners

Should we also require **Zoom attendees to sign in with their name and town address** so we can confirm eligibility? We've received comments from people who don't live or own property here.

- **11.4 Ordinance 586 (Second Reading & Public Hearing):** Updates the **Dolores Marijuana Code** to reflect current laws.
- **11.5 Town Liquor Code Updates:** Our liquor code needs to be modernized. **Jon has drafted language based on Fruita's code** for your review.



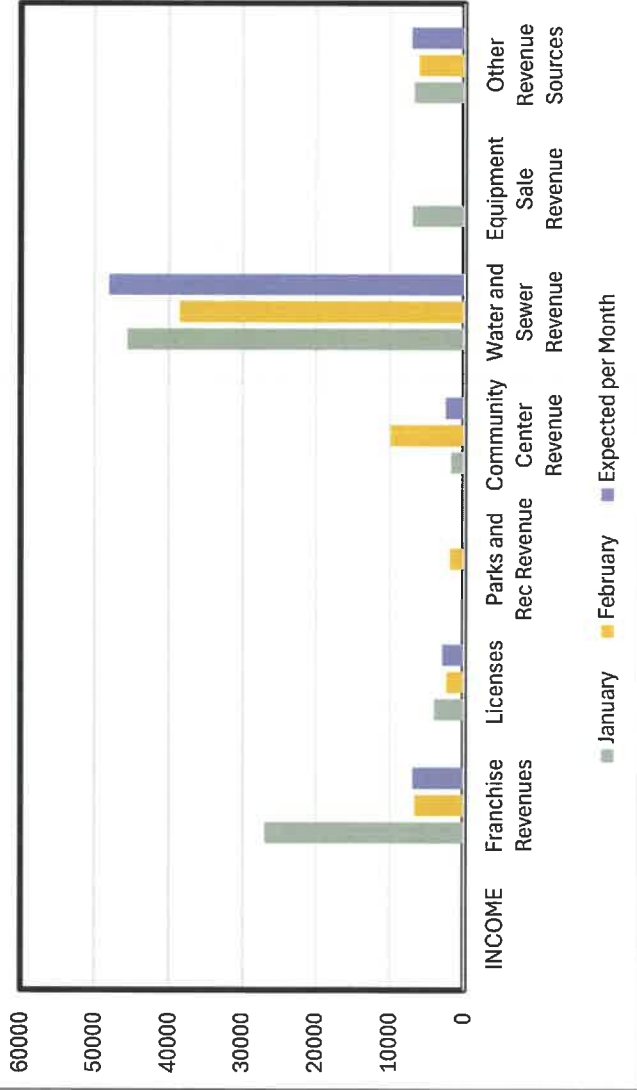
## **New Business & Approvals**

- **12.1 Resolution R647:** Approval of a contract with **Shums Coda** for building plan reviews. The **State of Colorado is 9 months behind** on approving building plans, so **Shums Coda (contracted by the state)** will help review site plans for this **2-year project**.
- **12.2 Resolution R649:** Approval of an **MOU with Dolores School District RE-4A** to handle the costs of inspections that Shums Coda will conduct.

	February	February Expected	**Percent of expected	Rationale
<b>INCOME</b>				
Tax Revenue	\$ 91,695.03	\$ 60,827.90	151%	Sales tax based on percentage of annual over past 4 years
Franchise Revenues	\$ 6,662.77	\$ 6,916.67	96%	
Licenses	\$ 2,363.75	\$ 2,916.67	81%	
Grant Revenues	\$ 184,375.00	\$ 184,375.00	100%	Based on Requested advance to pay ARC.
Conservation Trust Fund	\$ -	\$ -		Quarterly
Parks and Rec Revenue	\$ 1,950.00	\$ 916.67	213%	Advanced payments for summer use
Community Center Revenue	\$ 9,920.00	\$ 2,500.00	397%	several annual payments
Water and Sewer Revenue	\$ 38,616.64	\$ 48,083.00	80%	
Equipment Sale Revenue	\$ -	\$ -		None expected for remainder of year
Other Revenue Sources	\$ 6,161.19	\$ 6,666.67	92%	Primarily Interest and dividends
<b>Total Revenue</b>	<b>\$ 341,744.38</b>	<b>\$ 313,202.58</b>	<b>109%</b>	<b>Revenues as expected</b>
<b>Mayor, Trustees, and Committees</b>				
Mayor, Trustees, and Committees	\$ -	\$ -		Quarterly
Staff Salaries and Benefits	\$ 69,855.08	\$ 73,612.66	95%	
Information Technology	\$ 5,501.42	\$ 6,708.33	82%	
Grant Expenses	\$ 184,375.00	\$ 184,375.00	100%	ARC payment of 25% required
Parks Expenses	\$ 673.68	\$ 4,000.00	17%	seasonal
Community Center Expenses	\$ 7,964.49	\$ 4,710.00	169%	Oven purchase
Miscellaneous Expenses	\$ -	\$ -		Paid out for the year
Equipment	\$ 5,758.16	\$ 5,758.16	100%	CAT payments
Sheriff Expenses	\$ -	\$ -		Paid quarterly
General Operations	\$ 5,060.24	\$ 14,379.58	35%	
Streets Operation Expenses	\$ 924.94	\$ 3,000.00	31%	Street work seasonal
Water Operation Expenses	\$ 7,430.72	\$ 15,412.50	48%	chemicals haven't been invoiced yet
Sewer Operation Expenses	\$ 2,623.36	\$ 1,991.67	132%	
<b>Total Expenses</b>	<b>\$ 290,167.09</b>	<b>\$ 313,947.90</b>	<b>92%</b>	<b>Underbudget</b>
<b>Net Revenue</b>	<b>\$ 51,577.29</b>	<b>\$ (745.32)</b>		

\*\* Unless noted expected value based on 1/12th of budgeted amount.

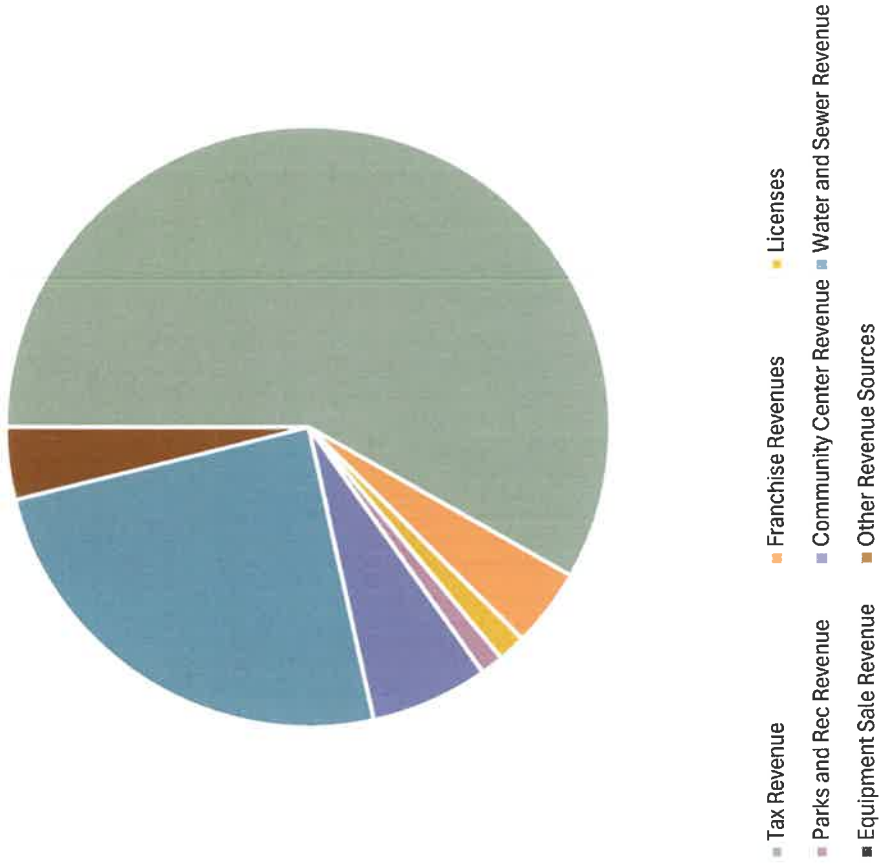
### Actual Revenues Compared to Expected Revenues



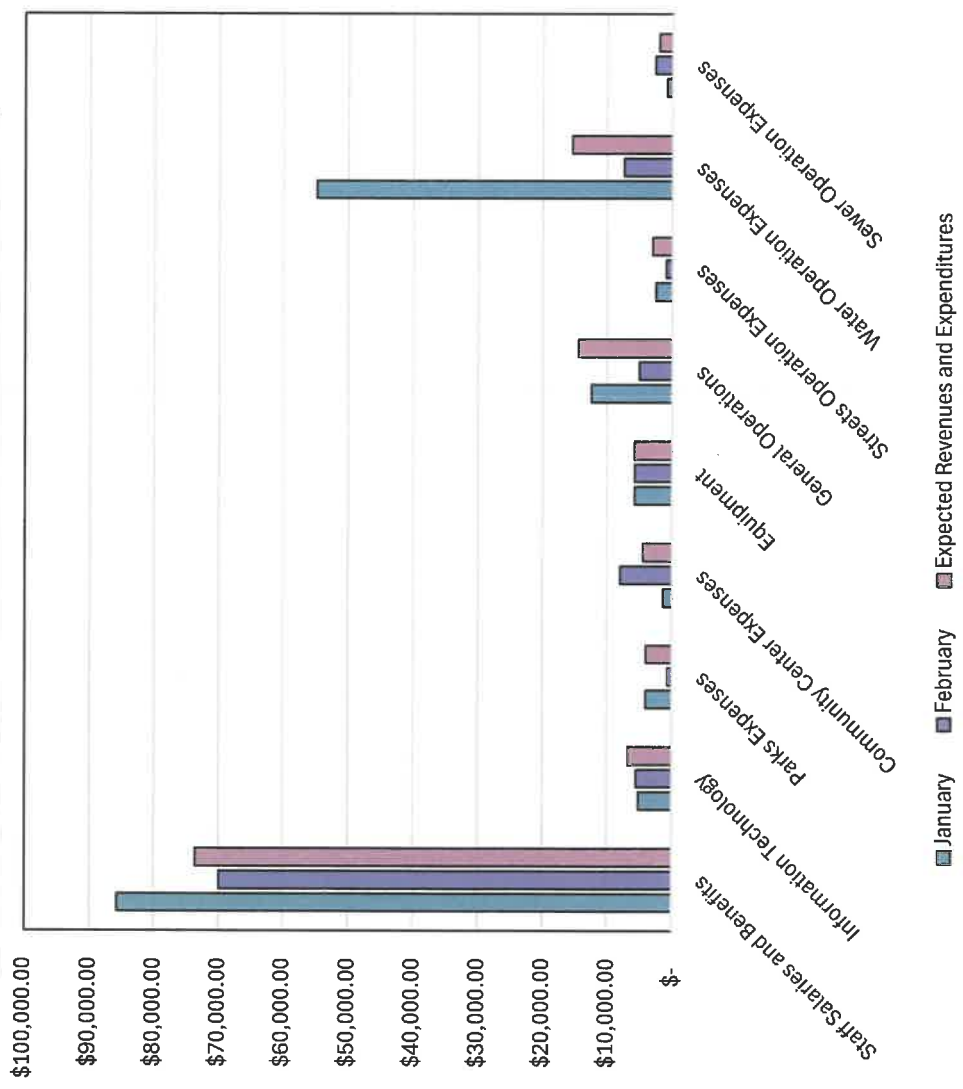
The green and yellow bars represent the actual revenues collected by the Town, and the purple bar is what we expected or have budgeted for the month. The franchise revenue is high in January, as you remember the Atmos annual payment was received. The Community Center is higher than budgeted for February as several annual payments were received. We are slightly under our expectations for water and sewer for both months.

Grants and Taxes omitted from graph

# Revenue Sources: February

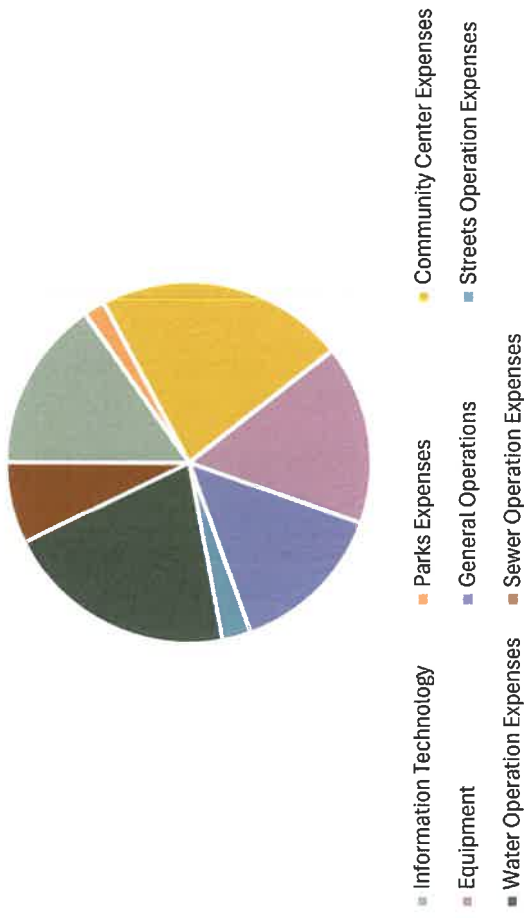


### Actual Expenditures Compared to Budgeted Expenditures



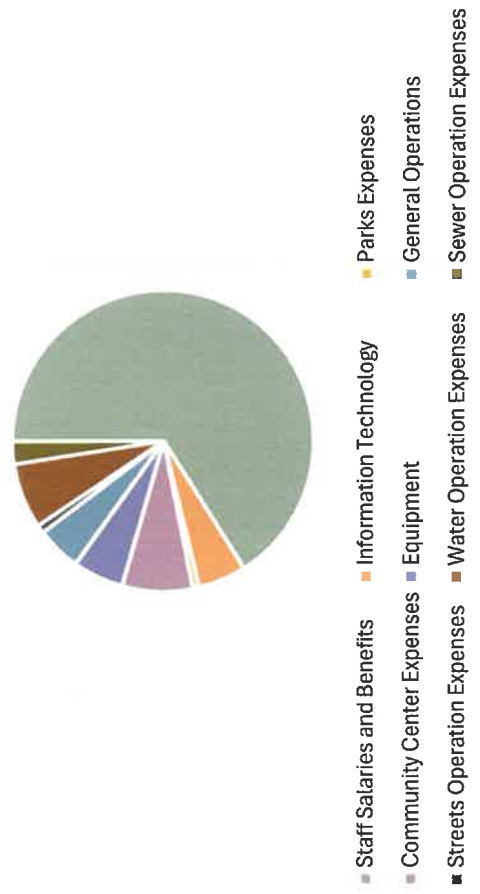
This chart compares the actual expenditures in January and February with what we expected or budgeted. The blue bar in water operations reflects the payment made on the new roof at the water plant. The purple bar, representing February actuals is higher than budgeted for the month because we purchased the oven, but we figured that into the overall budget of the year.

## Expenditures: February



## Grants and Salaries Omitted from graph

## Expenditures with salaries, benefits, taxes, and retirement





# Kelly and Fronapfel Law, P.C.

JON L. KELLY, SENIOR PARTNER

DOLORES

KELLYANDFRONAPFELWPC.COM

GRAND JUNCTION

February 19, 2025

Dear Board of Trustees,

The purpose of this letter is to advise the Dolores Town Board of Trustees of options to address Mr. Juan Jimenez's request to renew the liquor license for Montezuma Mexican restaurant at the hearing now scheduled for March 10, 2025.

The first option available to the Town is to approve Mr. Jimenez's renewal request and allow the state licensing authority to address any alleged liquor code violations by Mr. Jimenez. Colorado law allows local governments to issue and manage liquor licenses concurrently with the state licensing authority. For the Town to legally renew Mr. Jimenez's local liquor license, he must first produce a license "issued and granted by the state licensing authority covering the whole period for which a license or license renewal is sought." C.R.S. § 44-3-301(4)(b). An investigation into alleged liquor code violations by the State may lead to sanctions or nonrenewal of the state issued liquor license.

The other option available to the Town is determine at the hearing if there is good cause to not renew Mr. Jimenez's liquor license. Colorado law imposes several procedural requirements for these hearings. First, the Town must provide Mr. Jimenez notice no later than 10 days prior to the hearing and must have a notice of the hearing posted on the restaurant premise for at least 10 days to the hearing. C.R.S. § 44-3-302(1)(c). The Town also must provide Mr. Jimenez and any other interested party the results of any investigation, or basis for the revocation hearing, in writing within 5 days of the hearing. *See* C.R.S. § 44-3-312 (1) and Dolores Ord. No. 496, § 2, 3-8-2010. At the hearing the Board of Trustees must determine if there is competent evidence that there is good cause for nonrenewal.

"Good cause", defined by statute, includes several circumstances including:

- a. the licensee has violated, does not meet, or has failed to comply with any terms, conditions or provisions of the applicable statutes and rules, or
- b. "[t]he licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceedings" or
- c. "[e]vidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct."

C.R.S. §44-3-103(19). It is important to note the Town's current liquor code does not include a separate definition of "good cause", nor establish disciplinary proceedings a licensee may be subject to if the licensee fails to abide by the Town's rules and regulations. We will present the Board with suggested amendments to the liquor code soon to give the Town more options when addressing potential liquor code violations.

At the hearing, if competent evidence has been presented to the satisfaction of the Board of Trustees that there is good cause to not renew Mr. Jimenez's license, the Board of Trustees may deny Mr. Jimenez's application for

renewal. However, the Board of Trustees' decision is subject to judicial review by a district court. A district court will review the decision to determine whether Mr. Jimenez had proper notice of what conduct could result in the nonrenewal of his license, and if the Board of Trustees decision was based on competent evidence. "No competent evidence means "that the ultimate decision of the administrative body is so devoid of evidentiary support that it can only be explained as an arbitrary and capricious exercise of authority." *Morris-Schindler, LLC v. City & Cnty. of Denver*, 251 P.3d 1076, 1080–81 (Colo. App. 2010)(*internal citations omitted*). So, to withstand judicial review, the Board may only find good cause if Mr. Jimenez violated a portion of the liquor code, such as overserving or serving underaged patrons, and that this finding is based on evidence presented at the hearing.

The Town Liquor Code does not currently grant the Board of Trustees the authority to take any intermediary action when a licensee has been found to have violated the Town or State liquor codes. This means the Board of Trustees' only options are to approve or deny the application for renewal. However, even if the Board of Trustees approves the application, the State may take additional action if the State determines Mr. Jimenez did in fact violate a liquor code.

These limitations can be addressed in the revisions to the liquor code that is in progress.

Thank you.

Very Truly Yours,

/s/

Jon Lewis Kelly



## Your CORA request

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From CORA - DOR, DOR\_ <dor\_cora@state.co.us>

Date Wed 2/19/2025 4:22 PM

To Tammy Neely <tammy@townofdolores.com>

Dear Ms. Neely:

We are writing in response to your CORA request for all enforcement records related to Montezuma Mexican Restaurant LLC, from 2017-present. Records which may be responsive to your request are currently subject to an open and ongoing investigation and are not available for release via CORA pursuant to C.R.S. 24-72-204(2)(a)(IX)(A).

Regards,  
Patrick Harton

Department of Revenue CORA Manager/Administrator  
[www.colorado.gov/revenue/cora](http://www.colorado.gov/revenue/cora)

**C.R.S. 44-3-601****Copy Citation**

Statutes current through all 2024 legislation

**Colorado Revised Statutes Annotated Title 44. Revenue - Regulation of Activities (§§ 44-1-101 – 44-50-1001) Alcohol and Tobacco Regulation (Arts. 3 – 7) Article 3. Alcohol Beverages (Pts. 1 – 10) Part 6. Disciplinary Actions (§ 44-3-601)**

## 44-3-601. Suspension - revocation - annual renewal - fines - investigative fees - rules.

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**(1)****(a)**

**(I)** Subject to subsection (8) of this section, in addition to any other penalties prescribed by this article 3 or article 4 or 5 of this title 44, the state or any local licensing authority has the power, on its own motion or on complaint, after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard, to take any of the following actions for any violation by a licensee, or by any of the agents, servants, or employees of the licensee, of this article 3, any rules authorized by this article 3, or any of the terms, conditions, or provisions of the license or permit issued by such authority:

**(I)**

**(A)** Fine a licensee;

**(B)** Require annual renewal of a license; or

**(C)** Suspend or revoke, in whole or in part, any license or permit issued by such authority.

**(II)** A licensing authority may impose a fine pursuant to this subsection (1) regardless of whether a licensee has petitioned the licensing authority pursuant to subsection (3)(a) of this section for permission to pay a fine in lieu of license or permit suspension, and the licensing authority need not make the findings specified in subsections (3)(a)(I) and (3)(a)(II) of this section.

**(b)** Any licensing authority has 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 any hearing that the licensing authority is authorized to conduct.

**(c)** For the purposes of imposing a fine, the state licensing authority shall adopt rules establishing categories of violations by level of severity and associated ranges of penalties for state and local licensing authorities, including aggravating and mitigating factors to be considered in determining penalties. A fine imposed pursuant to this subsection (1) must be between five hundred and one hundred thousand dollars; except that penalties for a first violation that is in the least severe level of license violations established pursuant to this subsection (1)(c) must not exceed five thousand dollars.

**(2)** Notice of suspension or revocation, as well as any required notice of such hearing, shall be given by mailing the same in writing to the licensee at the address contained in the license or permit. No such suspension shall be for a longer period than six months. If any license or permit is suspended or revoked, no part of the fees paid therefor shall

be returned to the licensee. Any license or permit may be summarily suspended by the issuing licensing authority without notice pending any prosecution, investigation, or public hearing. Nothing in this section shall prevent the summary suspension of a license or permit for a temporary period of not more than fifteen days.

**(3)**

**(a)** Whenever a decision of the state or any local licensing authority suspending a license or permit becomes final, whether by failure of the licensee to appeal the decision or by exhaustion of all appeals and judicial review, the licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of the license or permit suspension for all or part of the suspension period. Upon the receipt of the petition, the state or the local licensing authority may, in its sole discretion, stay the proposed suspension and cause any investigation to be made that it deems desirable and may, in its sole discretion, grant the petition if it is satisfied that:

**(I)** The public welfare and morals would not be impaired by permitting the licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and

**(II)** The books and records of the licensee are kept in such a manner that the loss of sales of alcohol beverages that the licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.

**(b)** Subject to subsection (8) of this section, the fine accepted by the licensee pursuant to subsection (3)(a) of this section shall be equivalent to twenty percent of the licensee's estimated gross revenues from sales of alcohol beverages during the period of the proposed suspension; except that the fine must be between five hundred and one hundred thousand dollars.

**(c)** Repealed.

**(3.5)** The method of payment of any fine pursuant to subsection (1) or (3) of this section:

**(a)** To a local licensing authority shall be in the form of cash or in the form of a certified check or cashier's check made payable to the local licensing authority;

**(b)** To the state licensing authority shall be in the form determined by the state licensing authority by rule.

**(4)** Upon payment of the fine pursuant to subsection (3) of this section, the state or the local licensing authority shall enter its further order permanently staying the imposition of the suspension. If the fine is paid to a local licensing authority, the governing body of the authority shall cause such money to be paid into the general fund of the local licensing authority. Fines paid to the state licensing authority pursuant to subsection (3) of this section shall be transmitted to the state treasurer who shall credit the same to the general fund.

**(5)** In connection with any petition pursuant to subsection (3) of this section, the authority of the state or local licensing authority is limited to the granting of such stays as are necessary for it to complete its investigation and make its findings and, if it makes such findings, to the granting of an order permanently staying the imposition of the entire suspension or that portion of the suspension not otherwise conditionally stayed.

**(6)** If the state or the local licensing authority does not make the findings required in subsection (3)(a) of this section and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date finally set by the state or the local licensing authority.

**(7)** The provisions of subsections (3) to (6) of this section shall be effective and may be implemented by the state licensing authority upon its decision to accept and adopt the optional procedures set forth in said subsections. The

provisions of subsections (3) to (6) of this section shall be effective and may be implemented by a local licensing authority only after the governing body of the municipality, the governing body of the city and county, or the board of county commissioners of the county chooses to do so and acts, by appropriate resolution or ordinance, to accept and adopt the optional procedures set forth in said subsections. Any such actions may be revoked in a similar manner.

**(8)**

**(a)** The following applies only if the licensing authority has decided to impose a suspension for a violation of section 44-3-901 (1)(a), (1)(b), or (6)(a)(I) that occurs in a sales room for a licensee operating pursuant to section 44-3-402 (2) or (7), 44-3-403 (2)(c), or 44-3-407 (1)(b):

**(I)** If the licensing authority decides to accept a fine in lieu of a license suspension, the licensing authority shall only include in the computation of the fine the estimated gross revenues of the retail sales of the sales room where the violation occurred, and not any manufacturing or wholesale activities of the licensee; except that the fine must be between two hundred and five thousand dollars; and

**(II)** If the licensing authority declines to accept a fine, it shall limit any suspension to the designated premises for the sales room where the violation occurred, and not any manufacturing or wholesale activities of the licensee. In the case of a temporary sales room for not more than three consecutive days, the licensing authority shall apply a suspension issued in accordance with this section only to future temporary sales rooms and not any manufacturing or wholesale activities of the licensee.

**(b)** The following applies only if the licensing authority has decided to impose a suspension for a violation of section 44-3-901 (1)(a), (1)(b), or (6)(a)(I) that occurs in a retail establishment for licensees operating pursuant to section 44-3-417, 44-3-422, or 44-3-426:

**(I)** If the licensing authority decides to accept a fine in lieu of a license suspension, the licensing authority shall only include in the computation of the fine the estimated gross revenues of the retail activities of the licensee, and not any manufacturing or wholesale activities of the licensee; except that the fine must be between two hundred and five thousand dollars; and

**(II)** If the licensing authority declines to accept a fine, it shall limit any suspension to the retail activities of the licensee, and not any manufacturing or wholesale activities of the licensee.

**(c)** When imposing a suspension or fine against a retail establishment licensed under section 44-4-107 (1) or this article 3 for a violation of section 44-3-901 (6)(a)(I), the licensing authority shall not take into consideration any violation of section 44-3-901 (6)(a)(I) by the licensee that occurred more than five years before the date on which the violation for which the suspension or fine is being imposed occurred.

**(9)** When penalizing a vendor who has violated provisions of this article 3 and article 4 of this title 44 that prohibit the service of an alcohol beverage to a minor or a visibly intoxicated person, state and local licensing authorities shall consider it a mitigating factor if the vendor is a responsible alcohol beverage vendor as defined by part 10 of this article 3. In addition, the state licensing authority by rule may include other violations of this article 3 and article 4 of this title 44 that licensing authorities shall consider for mitigation if the vendor qualifies as a responsible alcohol beverage vendor.

**(10)**

**(a)** If a licensee with a biennial license is found to have violated this article 3, the state licensing authority shall require the licensee to renew its license annually.

**(b)** A licensee may reapply to renew its license biennially pursuant to section 44-3-302 (3) after two years without any violations.

## PUBLIC NOTICE

NOTICE IS HEREBY given. The Town of Dolores Board of Trustees will be holding a Formal Hearing for the liquor license renewal for the Montezuma Mexican Restaurant LLC, located at 1319 Railroad Ave. in Dolores Colorado, proprietor Juan Jimenez, pursuant to CRS 44-3-302. The hearing will be held at Dolores Town Hall 601 Central Avenue Dolores Colorado, March 10<sup>th</sup>, 2025, at 5:30 p.m. Please visit [www.townofdolores.com](http://www.townofdolores.com) for access information and directions. Any questions or comments can be made in writing or email at The Town of Dolores, attn. Tammy Neely, P O Box 630 Dolores, CO 81323 or email [tammy@townofdolores.com](mailto:tammy@townofdolores.com).

Published February 26<sup>th</sup>, 2025

/s/ Tammy Neely Dolores Town Clerk

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

Submit to Local Licensing Authority

**MONTEZUMA MEXICAN  
RESTAURANT  
PO BOX 2299  
Dolores CO 81323**

Fees Due		
Annual Renewal Application Fee		\$ 750.00
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	\$
<b>Amount Due/Paid</b>		<b>\$ 750.00</b>

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 MoveIt on Date

Licensee Name  
 MONTEZUMA MEXICAN RESTAURANT LLC

Doing Business As Name (DBA)  
 MONTEZUMA MEXICAN RESTAURANT

Liquor License Number	License Type
03-06382	Hotel & Restaurant (city)

Sales Tax License Number	Expiration Date	Due Date
30606444	05/12/2025	03/28/2025

#### Business Address

Street Address	Phone Number
1319 RAILROAD AVENUE	9706760043

City, State, ZIP Code  
 Dolores CO 81323

#### Mailing Address

Street Address  
 PO BOX 2299

City, State, ZIP Code  
 Dolores CO 81323

Email  
 pepejimcruz13@gmail.com

Operating Manager	Date of Birth
Juan J Jimenez de la Cruz	[REDACTED]



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

Juan Jose Jimenez de la Cruz

Title

owner

Signature

[Handwritten Signature]

Date (MM/DD/YY)

06-10-25

**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

[Blank Box]

Title

[Blank Box]

Attest

[Blank Box]

Signature

[Blank Box]

Date (MM/DD/YY)

[Blank Box]

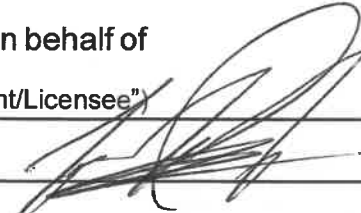
DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

# Tax Check Authorization, Waiver, and Request to Release Information

I, Juan Juarez de la Cruz

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

(the "Applicant/Licensee")



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

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

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

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and 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.

**Home Address**

Street Address		Phone Number
1010 Merritt Way		
City	State	ZIP Code
Dobres	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  
8/31/2026

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.

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

Juan Jose Jimenez de la Cruz

Title

Owner

Signature

[Handwritten Signature]

Date (MM/DD/YY)

01-10-25

**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

[Blank Box]

Title

[Blank Box]

Attest

[Blank Box]

Signature

[Blank Box]

Date (MM/DD/YY)

[Blank Box]



Montezuma Mexican Restaurant LLC.  
Juan Jimenez  
P O Box 175  
Dolores CO. 81323

RE: Liquor License

Dear Juan:

February 13<sup>th</sup>, 2025

On February 10, 2025, the Board of Trustees pulled your liquor license renewal application from the consent agenda and will hold a formal hearing on the renewal of your liquor license at the next regular meeting of the Board of Trustees on March 10<sup>th</sup>, 2025, at 5:30pm at the Dolores Town Hall located at 601 Central Avenue. At this hearing the Trustees will consider evidence of past violations of state liquor code violations on the premises in making a determination. You are invited to attend and present whatever evidence and argument you wish to at this hearing. Should you fail to attend, the Board of Trustees may take action on your license at the meeting without your input. Please let me know if you are able to attend.

Sincerely

Leigh Reeves  
Dolores Town Manager

*Actual LETTER & Public NOTICE DELIVERED 2-20-25 BY  
DEPUTY STEVE SMITH.*



Name (Individual/Business)

Montezuma Mexican Restaurant / Juan Jimenez de la Cruz

Social Security Number/Tax Identification Number

272-77-3912

Home Phone Number

970-999-2059

Business/Work Phone Number

970-676-0043

Street Address

1319 Railroad Ave

City

Dolores

State

CO

ZIP Code

81323

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

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



1-10-25

**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).

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

## 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

**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 or medical marijuana- products manufacturer, located in a separate building on the same parcel of land as the medical marijuana store or medical marijuana 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 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 license, as defined in Section 44-10-501, C.R.S.; a medical marijuana products manufacturer license, as defined in Section 44-10-503, C.R.S.; and/or an medical marijuana p r e m i s e s cultivation facility 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.*
- 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. Medical marijuana-products manufacturer shall have the same meaning as set forth in Section 44-10-103 (38), C.R.S.*
- m. 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.*
- 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.*
- 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.*
- 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.*
- 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.*
- 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.*
- 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.*

- 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 therefore, 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 a four-hundred-ninety-nine dollar 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:*
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- a. *Medical marijuana store, as defined in Section 44-10-103(40), 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- 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. *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 on 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 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 licenses which must be co-located in a store licensed under Article II herein; one (1) medical marijuana-products manufacturing license which must be co-located in a manufacturing facility licensed under Article II herein; two (2) medical marijuana premises cultivation facility licenses relating to medical marijuana business licenses, the operations of which are contiguous to the medical marijuana business, and which must be co-located with a cultivation facility licensed under Article II herein; one (1)*

*medical marijuana premises cultivation facility licenses related to medical marijuana business licenses, the operations of which are not contiguous to the medical marijuana business, 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 childcare facilities. Medical marijuana centers, cultivation operations, testing facilities, manufacturing facilities shall be located a minimum of two hundred fifty (250) feet from licensed childcare 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.*
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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 premises cultivation facility license.*

1. *The applicant shall also hold a medical marijuana store r license or a medical marijuana-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 products manufacturer's license.*

1. *The applicant shall have a contract with a medical marijuana storer, stating the type and quantity of medical marijuana-infused products that the medical marijuana store 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- product. A medical marijuana 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 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 .*

#### *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*
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*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 the 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, at 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 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 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 a 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 store and a retail marijuana store r 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, medical marijuana products manufacturers, and medical marijuana premises cultivation facility 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 manufacturers have 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 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 o f 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;*



*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 a 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 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 a 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 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 petitions 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 therefore.*
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, every marijuana business of any kind shall comply with the land use requirements of the Dolores Land Use Code as amended.*
2. *Where a conditional use permit is required for a proposed location under the Dolores Land Use Code, 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.*

## 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 10<sup>th</sup> day of March 2025. DOLORES

BOARD OF TRUSTEES:

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the 10<sup>th</sup> 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 24<sup>th</sup> day of March 2025

DOLORS BOARD OF TRUSTEES:

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_



## POTENTIAL ADDITION TO THE CODE

1. The appointment of a hearing officer to over see liquor code violation hearings, applications and renewals. Here is an example from Vail's code:

**§ 4-2-9 HEARING OFFICER.**



(A) The Local Licensing Authority may, at the Town Council's discretion, consist of a sole hearing officer who shall serve at the pleasure of the Town Council.

(B) The hearing officer shall be appointed by the Town Council and may be removed with or without cause by a majority vote of the Town Council. The Town Council shall establish the hearing officer's compensation.

(C) The hearing officer shall be an individual over the age of 21 years and with sufficient knowledge and expertise to apply and enforce the State of Colorado Beer Code, Liquor Code, Special Events Code, and related Code of Regulations. The hearing officer shall not hold any other Town office, appointment or position, except that the Town Council may appoint the municipal court judge as the hearing officer. Additionally, the hearing officer shall not have any financial interest in the operation of any business located or operating in the city that holds a license pursuant to C.R.S. §§ 44-4-101, et seq., or C.R.S. §§ 44-3-101, et seq.

(D) The hearing officer is authorized to adopt rules of procedure and regulations concerning the application and renewal processes, procedures for hearings before it, and the presentation of evidence at such hearings, subject to applicable law.

(E) The term "hearing officer" shall be synonymous with "Local Licensing Authority" as used throughout this Chapter.

(Ord. 13(2023) § 1)

## CHAPTER 5.24 ALCOHOLIC BEVERAGE LICENSES

### Sec. 5-12-1. - Licensing authority.

The Dolores Town Board of Trustees is hereby designated the local licensing authority for the purposes of exercising the duties and powers provided for in the Colorado Beer Code and the Colorado Liquor Code.

The Dolores Town Clerk is hereby authorized to issue temporary permits upon a determination that the request for such permit meets the requirements of C.R.S. § 44-3-303 or other applicable provisions of the Colorado Beer Code (C.R.S. § 44-4-101 et seq.) or Colorado Liquor Code (C.R.S. § 44-3-101 et seq.). Any person aggrieved by a failure of the Clerk to issue a temporary license may appeal the denial to the Board of Trustees.

Fees collected by the Town for licensing of liquor establishments shall be set by Resolution and referred to in the Town of Dolores Regulations Manual. Such fees shall not exceed the limits set by Colorado State Statute.

### 5.20.010 DEFINITIONS.

For purposes of this chapter, the following shall mean:

*Adult* means a person lawfully permitted to purchase alcohol beverages

*Alcoholic Beverage* means fermented malt beverage or malt, vinous, or spirituous liquors; except that "Alcohol Beverage" shall not include confectionery containing alcohol within the limits prescribed by C.R.S. § 25-5-410(1)(i)(II)

*Criminal Justice Agency* means any federal, state, or municipal court or any governmental agency or subunit of such agency that performs the administration of 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.

*Good Cause for the purpose of refusing or denying a license renewal or initial license issuance, means:*

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(a) The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of the Colorado Liquor Code found in Title 44, Article 3.

(b) The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceedings;

(c) In the case of a new license, the applicant has not established the reasonable requirements of the neighborhood or the desires of its adult inhabitants as provided in C.R.S. § 44-301(2) ; or

(d) Evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct. For purposes of this subsection (19)(d), "disorderly conduct" has the meaning as provided for in C.R.S. § 18-9-106

*Fermented Malt Beverage* means beer and any other beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or any similar product or any combination thereof in water containing not less than one-half (0.5) percent alcohol by volume; except that "Fermented Malt Beverage" shall not include confectionery containing alcohol.

*Licensing Officer* means the Dolores Town Clerk.

*Local Licensing Authority* means the Dolores Board of Trustees.

*Malt Liquors*. Includes beer and shall be construed to mean any beverage obtained by the alcoholic fermentation of any infusion or decoction of barley, malt, hops or any other similar products, or any combination thereof in water containing not less than one-half (0.5) percent alcohol by volume.

*Operator* means any person licensed by law to sell alcoholic beverages at retail, and who is engaged at any time during the calendar year in such operation in the Town.

*Spirituous Liquors* means any alcoholic beverage obtained by distillation mixed with water and other substances in solution and includes among other things, brandy, rum, whiskey, gin, powdered alcohol, and every other liquid or solid patented or not, containing 0.5% alcohol by volume and which is fit for use for beverage purposes. Any liquid or solid containing beer or wine in combination with any other liquor, except as provided in Paragraph B and D herein, shall not be construed to be fermented malt, malt or vinous liquors, but shall be construed to be spirituous liquors.

*Tastings* means the sampling of malt, vinous, or spirituous liquors that may occur on the premises of a retail liquor store licensee or liquor-licensed drugstore licensee by adult patrons of the licensee pursuant to the provisions of Section 44-3-301 (1), C.R.S.

*Temporary Permit* means a permit which authorizes a transferee to continue selling alcohol beverages as permitted under the permanent license during the period in which an application to transfer the ownership of the license is pending.

*Vinous Liquor* includes wine and fortified wines containing not less than half (0.5) a percent and not exceeding twenty-one (21) percent of alcohol by volume and are produced by the fermentation of the natural sugar contents of fruits or other agricultural products containing sugar. For the purpose of simplifying the administration of this chapter, sake is deemed a vinous liquor.



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### **5.20.020 BUSINESSES CLASSIFIED.**

The business of selling at retail any alcoholic beverage is defined and classified as such occupation for the purposes of this chapter.

### **5.20.025 DECLARATION OF POLICY AND PURPOSE.**

The Board of Trustees find, determine and declare that considering the nature of the business of selling at retail alcoholic beverages for beverage purposes, and the relation of such business to the municipal welfare, as well as the relation thereof to the expenditures required of the Town; and a proper, just and equitable distribution of tax burdens within the Town, and all other matters proper to be considered in relation thereto, the classification of said business as a separate occupation is reasonable, proper, uniform and nondiscriminatory and necessary for a just and proper distribution of tax burdens within the Town.

### **5.20.030 TAX LEVIED.**

There is levied and assessed for the year 1990 and for each year thereafter, an annual occupation tax on the business of selling alcoholic beverages in the City as said occupation has been defined in Section 5.20.020 in the amount of three hundred fifty dollars (\$350.00).

(Ord. 1983-13, S6; Ord. 1989-11, S4; Ord. 2019-14, S5)

### **5.20.040 TAX PAYMENT.**

- A. The occupational tax shall be due and payable to the Town Clerk on January 1 of each year and shall be delinquent on February 1 of the same year. Prepayment of the tax may be made in the month of December preceding the due date.
- B. Upon receipt of the tax it shall be the duty of the Town Clerk to execute and deliver to the person paying the tax a revenue receipt showing the name of the operator paying the tax, the date of payment, the annual period for which the tax is paid and the place at which the operator conducts the business.
- C. The operator shall at all times during the year keep the revenue receipt posted in a conspicuous place in the place of business.
- D. If any operator begins business subsequent to January 1 of any year, the tax required shall be prorated on a monthly basis for the remaining portion of the year, but no refund shall be made to any person who discontinues business during the year. All prorated taxes provided for in this section shall be due and payable upon the beginning of business and shall be delinquent ten (10) days thereafter.

(Ord. 329, S4, 1975)

### **5.20.050 VIOLATION—PENALTIES.**

Failure to comply with the terms of Sections 5.20.010 through 5.20.040 in the payment of taxes, securing and posting receipt therefor, and to otherwise comply with the terms of the Sections cited above, shall constitute an offense and violation thereof; delinquency for each calendar month shall constitute a separate and distinct offense; but no conviction for such violation shall work as a revocation of the licenses of the defendant issued under the laws of the State of Colorado.

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(Ord. 329, S5, 1975)

## **5.20.060 LICENSE SUSPENSION AND REVOCATION—APPLICABILITY OF PROVISIONS.**

The provisions of Section 5.20.070 shall apply to all licenses to sell at retail any alcoholic beverages in the Town.

(Ord. 330, S1, 1975; Ord. 2019-14, S6)

## **5.20.070 LICENSE SUSPENSION AND REVOCATION—AUTHORITY; PROCEDURE.**

- A. The Board of Trustees shall have the power, upon its own motion or upon complaint, to:
1. Summarily suspend any license for a period not to exceed fifteen (15) days; or
  2. Upon notice to the licensee and hearing, suspend any license for a period not to exceed six (6) months or revoke such license.
- B. Suspension and revocation proceedings shall be commenced by the Board of Trustees by issuing and causing to be served upon the licensee a notice of hearing, at least ten (10) days prior to the hearing, and an order to show cause why his license should not be suspended or revoked whenever it shall appear to the Board of Trustees that there is a probable cause to believe that the licensee has violated any law, any rule or regulations of the state licensing authority, or any of the terms, conditions, or provisions of the license issued by the Board of Trustees. **Notice to the licensee must comply with C.R.S. § 44-3-302(1)(c)**
- C. **In all such proceedings the Town Attorney shall conduct an investigation and shall act as the prosecuting agent during the hearing.**
- D. A hearing shall be held at a place and time designated by the Council on the day stated in the notice, or upon such other day as may be set for good cause shown. Evidence in support of the charges shall be given first followed by cross-examination of those testifying thereto. The licensee, in person or by counsel, shall then be permitted to give evidence in defense, and in explanation and shall be allowed to give evidence and statements in mitigation of the charges, followed by cross-examination of those testifying thereto. In the event the licensee is found to have committed the violation charged, or any other violation, evidence and statements in aggravation of the offense shall also be permitted, followed by cross-examination of those testifying thereto.
- E. If the evidence presented at the hearing does not support the charges stated in the notice and order served upon the licensee, but standing alone establishes the guilt of the licensee of a violation of some other law, rule or regulation the licensee shall be permitted to give evidence and statements in defense, explanation and mitigation if then prepared to do so. If such evidence is not then available, but can be obtained by the licensee, the licensee shall state the substance thereof and upon his request the hearing may be recessed for not more than ten (10) days and shall then continue under the same procedure as though no recess had occurred.
- F. In the event the licensee is found not to have violated any law, rule or regulation, the charges against him will be dismissed. If the licensee is found to have violated some law, rule or regulation, his license may be suspended or revoked.
- E. Every licensee whose license has been suspended by the Board shall, if ordered by the Board, post two (2) notices in conspicuous places, one (1) on the exterior and one (1) on the interior of his premises, for the duration of the suspension. The notices shall be twenty-four (24) inches in length and fourteen (14) inches in width, and shall be in the following form:

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(Supp. No. 1)

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"NOTICE OF SUSPENSION ALCOHOLIC BEVERAGE LICENSES ISSUED FOR THESE PREMISES HAVE BEEN SUSPENDED BY ORDER OF THE LOCAL LICENSING AUTHORITY FOR VIOLATION OF THE COLORADO BEER CODE/LIQUOR CODE"

- H. The temporary suspension of a license without notice pending any prosecution, investigation, or public hearing as provided for by the provisions of C.R.S §44-3-601 (2) shall be for a period not to exceed fifteen (15) days.

### **5.20.090 ALCOHOLIC BEVERAGE TASTING PERMIT.**

- A. The town hereby authorizes tastings to be conducted by retail liquor store or liquor- licensed drugstore licensees in accordance with this section and pursuant to Section 44-3- 301, C.R.S., as the term "tastings" is defined in the said Section 44-3-103. It is unlawful for any person or licensee to conduct tastings within the City unless authorized in accordance with this section. Tastings shall not be authorized until the following prerequisites are fully satisfied, as determined by the Town:
1. A retail liquor store or liquor licensed drugstore that wishes to conduct tastings shall submit an application for a tastings permit with the City Clerk. The City Clerk may reject the application if the applicant fails to establish that the licensee is able to conduct tastings without violating any of the provisions of this section. **The application shall be accompanied by an application fee of one hundred dollars (\$100.00).**
  2. The town Clerk shall establish the application procedure. Application forms will be prescribed by the local licensing authority and/or Town Clerk and will include a schedule of the planned tastings, a list of the names of the persons conducting the tastings and documentation that the person conducting the tasting has completed the required training, a written control plan, and other such information as the local licensing authority and/or Town Clerk may require. Any change to the information submitted must be submitted to the Town Clerk one (1) week prior to the change being made. Failure to do so constitutes a violation.
  3. Renewal of the tastings permit shall be concurrent with renewal of the retail liquor store or liquor-licensed drugstore license. The initial tastings permit shall expire on the date of the retail liquor store or liquor-licensed drugstore license and the initial fee will not be prorated.
  4. Tastings shall be subject to the limitations set forth in C.R.S. § 44-3-301(10)(c), as amended from time to time. Compliance with the limitations and requirements set forth in C.R.S. § 44-3-301(10)(c) shall be a term and condition of any tastings permit, whether expressly set forth in the tastings permit or not.
  5. Tastings, once approved, shall be subject to the following limitations:
    - a. Tastings shall be conducted only by a person who has completed an alcohol server training program that meets the standards established by the Liquor Enforcement Division in the Department of Revenue and who is either a retail liquor store state licensee or a liquor-licensed drugstore licensee, or an employee of a licensee, and only on a licensee's licensed premises.
    - b. The alcohol used in tastings shall be purchased through a licensed wholesaler, licensed brew pub, winery, or licensed distillery licensed pursuant to C.R.S. § 44-3-403 at a cost that is not less than the in-in cost of such alcohol.
    - c. The size of an individual alcohol sample shall not exceed one (1) ounce of malt or vinous liquor or one-half (0.5) of one (1) ounce of spirituous liquor.
    - d. Tastings shall not exceed a total of five (5) hours in duration per day, which need not be consecutive.

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- e. Tastings shall be conducted only during the operating hours in which the licensee on whose premises the tastings occur is permitted to sell alcohol beverages, and in no case earlier than 11:00 a.m. or later than 9:00 p.m.
  - f. The licensee shall prohibit patrons from leaving the licensed premises with an unconsumed sample.
  - g. The licensee shall promptly remove all open and unconsumed alcohol beverage samples from the licensed premises, destroy the samples immediately following the completion of the tasting, or store any open containers of unconsumed alcohol beverages in a secure area outside the sales area of the licensed premises for use at a tasting conducted at a later time or date.
  - h. The licensee shall not serve a person who is under twenty-one (21) years of age or who is visibly intoxicated.
  - i. The licensee shall not serve more than four (4) individual samples to a patron during a tasting.
  - j. Alcohol samples shall be in open containers and shall be provided to a patron free of charge. The licensee may conduct tastings on no more than one hundred fifty-six (156) days per year.
  - k. No manufacturer of malt, vinous, or spirituous liquors shall induce a licensee through free goods or financial or in-kind assistance to favor the manufacturer's products being sampled at a tasting. The licensee shall bear the financial and all other responsibility for a tasting.
  - l. A violation of a limitation specified in C.R.S. § 44-3-801(j) by a retail liquor store license or a liquor-licensed drugstore licensee, whether by his or her employees, agents, or otherwise, shall be the responsibility of the retail liquor store or liquor-licensed drugstore licensee who is conducting the tasting.
  - m. A retail liquor store or liquor-licensed drugstore licensee conducting a tasting shall be subject to the same revocation, suspension, and enforcement provisions as otherwise apply to the licensee.
6. In addition to, or in lieu of, any enforcement actions which the Board of Trustees takes against the licensee for violations of this code or the Colorado Liquor Code and Regulations, the Board of Trustees may decline to renew the tastings permit for good cause shown. In addition, the Board of Trustees may suspend or revoke the tastings permit in accordance with the procedures specified in this Code and the Colorado Liquor Code.
7. Severability. If any part, section, subsection, clause or phrase of this chapter is for any reason to be held invalid, such decision shall not affect the validity of the remaining portions of this chapter, and the Board of Trustees, hereby declares it would have passed this chapter, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one (1) or more parts, sections, subsections, sentences or clauses or phrases be declared invalid.

## **5.20.100 SPECIAL EVENT PERMITS.**

Pursuant to C.R.S. § 44-5-107(5), the Board of Trustees, acting through the local licensing authority, elects not to obtain the state licensing authority's approval or disapproval of applications for special events permits pursuant to C.R.S. Title 44, Article 5. The Board of Trustees hereby authorizes the issuance of special event permits for the sale, by the drink only, of alcohol beverages by the Town, organizations, and political candidates in accordance with this chapter and C.R.S. Title 44, Article 5. No alcoholic beverages shall be sold at any Special Event until a special event permit is obtained from the Town.

## **§ 4-2-8 DUTIES OF TOWN CLERK.**

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The Town Clerk shall receive all applications for licenses and shall issue all licenses granted by the Local Licensing Authority upon payment of fees required and upon approval of the State Licensing Authority.

The Town Clerk shall serve as the secretary of the Local Licensing Authority, and shall provide the necessary notice of meetings and keep the electronic recordings of all meetings.

**Town of Dolores  
Resolution No R647  
SERIES 2025**

**A RESOLUTION AWARDING CONTRACT TO SHUMS CODA**

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

WHEREAS, the Town of Dolores needs to work with Shums Coda to authorize our building department's ability to review design documents for the Dolores RE-4 school addition.

WHEREAS, the current town building department is not currently authorized to review commercial design plans; and,

WHEREAS, Shums Coda, a California company, is authorized to do these commercial design reviews and is best suited to provide these services for the School District.

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

Section 1. The Town Board of Trustees hereby authorizes the Town Manager to engage the services of Shums Coda, Inc on Exhibit 1 attached contract. This is a pass-through cost agreement.

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

Passed, adopted, and approved March 10th, 2025

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: \_\_\_\_\_, Mayor Chris Holkestad

Attest: \_\_\_\_\_, Town Clerk Tammy Neely

**Town of Dolores  
Resolution No 649  
SERIES 2025**

**A RESOLUTION AUTHORIZING TOWN MANAGER TO EXECUTE AGREEMENTS FOR SERVICES  
FOR BUILDING INSPECTIONS FOR THE PLANNED DOLORES RE-4A SCHOOL DISTRICT  
CONSTRUCTION PROJECT**

WHEREAS The Town of Dolores, a Colorado Statutory Town, has adopted building codes that uniformly apply to all private, public, and commercial structures within its jurisdiction.

WHEREAS the Dolores RE-4A School District (District) intends to commence work on major improvements of its facilities located within the Town of Dolores commencing in 2025 and continuing through 2027.

WHEREAS, the Town of Dolores wishes to enter into a memorandum of understanding with the Colorado Department of Public Safety, Division of Fire Prevention and Control governing the Town's obligations for review and inspection of the district's construction project, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the Town of Dolores and the District wish to engage the services of Shums Coda Associates, Inc, a California Corporation authorized to do business in Colorado to provide independent review and inspection services related to the District's project as set forth in Exhibit 2. The District agrees to bear the cost and financial obligations under this contract as set forth therein.

WHEREAS, The Town will not be required to allocate additional funding under these agreements.

WHEREAS, the Town finds that the agreement attached hereto as Exhibits 1 and 2 necessary to ensure the safety and welfare of the citizens of the Town of Dolores and the public who will utilize the District's facilities being constructed within the Town's jurisdiction.

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

Section 1. The Town Board of Trustees hereby approves the agreements attached hereto as Exhibits 1 and 2 with the Dolores RE-4A School District, Shums Coda Associates, Inc, and Colorado Department of Public Safety, Division of Fire Prevention and Control and authorize and direct the Town Manager to sign these agreements on behalf of the Town of Dolores.

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



**PASSED AND ADOPTED** March 10, 2025

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Mayor Chris Holkestad

ATTEST:

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Town Clerk Tammy Neely

MEMORANDUM OF UNDERSTANDING  
**FOR PREQUALIFIED BUILDING DEPARTMENTS**  
FOR PUBLIC SCHOOL CONSTRUCTION  
Pursuant to C.R.S. §§ 22-32-124 and 23-71-122

DFPC Reference # \_\_\_\_\_

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_ 2025, between the Colorado Department of Public Safety, Division of Fire Prevention and Control (“Division”), 690 Kipling Street, Lakewood, Colorado 80215 and the Town of Dolores (“PBD”), collectively referred to as the (“Parties”).

1. RECITALS

1.1 Background

- A. Colorado Revised Statutes (“C.R.S.”) §§ 22-32-124 and 23-71-122 require that all buildings and structures be constructed in conformity with the building and fire codes adopted by the Director of the Division of Fire Prevention and Control in the Department of Public Safety (“Division”). To assure that a building or structure is constructed pursuant to the above, the Division shall conduct the necessary plan reviews and inspections, except at the request of the affected board of education, the state charter school institute, the charter school, or the affected junior college district, the Division may delegate this responsibility to the appropriate prequalified building department of a county, town, city or city and county or to the appropriate fire department, in the location of the building or structure.
- B. After the Division has reviewed the application and determined that the appropriate building department has plan reviewers and inspectors that have the necessary education, training, and experience; the Division may issue and execute a Memorandum Of Understanding (“MOU”) between the local jurisdiction and the Division to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, issue temporary certificates of occupancy, and take enforcement action in relation to the building and fire codes adopted by the Division to ensure that a building or structure has been constructed in conformity with Public School Construction Regulations, 8 Code of Colorado Regulations Title (“C.C.R.”) 1507-30.

1.2 Purpose

The purpose of this MOU is:

- a) For the Division to prequalify the building department to conduct necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy to ensure that a building or structure constructed pursuant to C.R.S. §§ 22-32-124 (1) and (1.5), and 23-71-122 (1) (v) (I) through (VII) has

been constructed in conformity with the building and fire codes adopted by the director of the Division.

- b) For the prequalified building department (“PBD”) to perform code reviews on building and mechanical plans, issue building permits, perform building inspections and issue certificates of occupancy for school construction projects.
- c) To identify each Party’s responsibilities for ensuring the construction of safe schools within the State of Colorado through compliance with C.R.S. §§ 22-32-124 and 23-71-122, and promulgated rules and regulations.
- d) To formalize the cooperative working relationships between the Parties; and,
- c) To provide procedures for communications, exchange of information and resolution of problems, as necessary, to carry out this MOU and the provisions of promulgated rules and regulations.

## 2. DEFINITIONS

2.1 “Director” means the Director of the Division of Fire Prevention and Control within the Department of Public Safety, or the Director’s designee.

2.2 Authority Having Jurisdiction (“AHJ”) means a city, county, Colorado political subdivision, or city and county or any other local government entity having authority to regulate building construction within its jurisdictional territory.

2.3 Prequalified Building Department (“PBD”) means an AHJ or an agent thereof that has met the Division’s certification standards for prequalification as a building department to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy, and has executed this MOU with the Division.

2.4 “Certificate of Occupancy” means an official document issued by the Division of the PBD for a Public-School allowing use or occupancy of the building or structure by the school district or by the institute charter school or junior college district.

## 3. RESPONSIBILITIES

The responsibilities of the Parties are as follows:

### 3.1 Responsibilities of the Division:

The Division shall:

- a) Adopt nationally recognized codes and standards as promulgated by Rules in 8 CCR 1507-30.

- b) Ensure that the necessary plan reviews, inspections, quality control, and quality assurance checks are performed in compliance with the statutes, rules, and regulations of the Division.
- c) Prequalify the building department as having executed an MOU and has met the required certification standards in 8 CCR 1507-30.
- d) Issue and maintain a list of persons the Division has approved as authorized to conduct plan reviews, inspections, and issue certificates of occupancy for public school construction projects. This list of authorized PBD persons is included and incorporated herein by reference as Appendix A of this MOU.
- e) Ensure that copies of the PBD building plans are sent to the appropriate fire department and the Division for review of fire safety issues.
- f) Rescind this “prequalified” status and terminate the terms of the MOU if the PBD fails to comply with this MOU, C.R.S. § § 22-32-124 and 23-71-122, or the rules and regulations of the Division.
- g) Allow the PBD to take enforcement action against a board of education, state charter school institute, charter school or junior college district in relation to the nationally recognized codes and standards adopted in 8 CCR 1507-30.

### 3.2 Responsibilities of the PBD.

The PBD shall:

- a) Conduct the necessary plan reviews and inspections, issue building permits, perform all necessary inspections including final inspections, and issue certificates of occupancy to a building or structure that has been constructed in conformity with the nationally recognized codes and standards adopted in 8 CCR 1507-30. The affected board of education, state charter school institute, charter school or junior college district, at its own discretion may opt to use the PBD that has entered into this MOU with the Division.
- b) Take enforcement action against a board of education, state charter school institute, charter school or junior college district that has violated the nationally recognized codes and standards adopted in 8 CCR 1507-30.
- c) Verify that the construction project is inspected by a state electrical inspector, per § 12-23-116 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own electrical code and inspection authority, any electrical installation in any new construction or remodeling or repair of a public school.

- d) Verify that the construction project is inspected by a state plumbing inspector, per § 12-58-114.5 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own plumbing code and inspection authority, any plumbing or gas piping installation in any new construction or remodeling or repair of a public school.
- e) Only use persons within their building department that are listed as authorized by the Division to work on board of education, state charter school institute, charter school or junior college district construction projects. This authorized list of persons is attached as Appendix A.
- f) Cause copies of the building plans to be sent to the certified fire department and the Division for review of fire safety issues.
- g) Issue the necessary Certificate of Occupancy prior to use of the building or structure by the board of education, state charter school institute, charter school or junior college district, if the building or structure is in conformity with the building and fire codes and standards adopted in S CCR 1507-30, and if the affected fire department or the Division certifies that the building or structure is in compliance with the fire code adopted by the Division in 8 CCR 1507-30.
- h) Issue a Temporary Certificate of Occupancy to allow the board of education, state charter school institute, charter school or junior college district to occupy the buildings and structures, if all inspections are not completed and the building requires immediate occupancy, and if the board of education, state charter school institute, charter school or junior college district has passed the appropriate inspections that indicate there are no life safety issues.
- i) Verify that inspections are complete and all known violations are corrected before the board of education, state charter school institute, charter school or junior college district is issued a Certificate of Occupancy. Inspection records shall be retained by the PBD for two years after the Certificate of Occupancy is issued.
- j) Set reasonable fees and may collect these fees to offset actual, reasonable, and necessary costs of plan review and inspection of board of education, state charter school institute, charter school or junior college district construction projects. The board of education, state charter school institute, charter school or junior college district shall be notified of any adjustment of fees a minimum of thirty (30) days prior to the effective date of the change.
- k) In conjunction with the Division set a date for a hearing as soon as practicable before the board of appeals in accordance with section § 24-33.5-1213.7, C.R.S., and the rules adopted by the Division pursuant to § 24-4-105, C.R.S., if the PBD and the board of trustees of a board of education, state charter school institute, charter school or junior college district disagree on the interpretation of the codes and standards of the Division.

- l) Comply with the written Final Agency decision of the appeals board for the purposes of § 24-4-106, C.R.S.
- m) Have the sole discretion whether to accept a public-school construction project submitted to the PBD by the school district for plan reviews, inspections, issuance of building permits and certificates of occupancy, and other duties as set forth in this MOU.

#### 4. ACCESS TO INFORMATION

Each Party shall, to the extent allowed by law, make available to each other, at no cost, information regarding board of education, state charter school institute, charter school or junior college district construction projects within its possession. Requests for information shall not impose an unreasonable resource burden on the other Party.

#### 5. EFFECTIVE DATE AND TERM

This MOU shall be effective upon signature by the Director of the Division and shall be valid for three (3) years from the effective date, unless previously modified or terminated in writing by one of the Parties pursuant to the terms of this MOU.

#### 6. TERMINATION

Either party may terminate the MOU upon 30 days written notice; however, if the PBD accepts a public school construction project for review pursuant to this MOU, the PBD may not terminate this MOU until project completion and issuance of a Certificate of Occupancy. If the PBD fails to comply with the terms and conditions of this MOU or the rules and regulations of the Division, the Division may take enforcement action, pursuant to C.R.S. 24-33.5-1213 and terminate this MOU immediately. An amendment may be mutually agreed upon in writing by the parties prior to the termination date of this MOU to allow for project completion and issuance of a Certificate of Occupancy.

#### 7. MODIFICATIONS AND AMENDMENTS.

This MOU is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this MOU as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this MOU shall be effective unless such modification is agreed to in writing by both parties in an amendment to this MOU that has been previously executed and approved in accordance with applicable law.

#### b. ADDITIONAL PROVISIONS

##### 5.1 Legal Authority

The Parties warrant that each possesses actual, legal authority to enter into this MOU. The Parties further warrant that each has taken all actions required by its applicable law, procedures,

rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and bind that Party to its terms. The person or persons signing this MOU, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOU, and any attachments or amendments hereto, on behalf of that Party.

#### 8.2 Notice of Pending Litigation

Unless otherwise provided for in this MOU, the PBD shall notify the Division within five (5) working days after being served with a Summons, Complaint, or other pleading in a case which involves any services provided under this MOU and which has been filed in any federal or state court or administrative agency. The PBD shall immediately deliver copies of any such documents in accordance with Notice Procedures in Section 8.5. of this MOU.

#### 8.3 Assignment and Successors

The PBD agrees not to assign rights or delegate duties under this MOU, or subcontract any part of the performance required under the MOU without the express, written consent of the State.

#### 8.4 Adherence to Applicable Laws

At all times during the term, performance, or execution of this MOU, the PBD shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

#### 8.5 Notice Procedure

All notices required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

**APPROVED PBD:**

David Doudy  
Building Official / Fire Marshal  
Town of Dolores  
601 Central Avenue  
PO Box 630  
Dolores, CO 81323

**DEPARTMENT OF PUBLIC SAFETY:**

Tammy Lichvar  
Procurement Director  
Colorado Department of Public Safety  
700 Kipling St, 3rd Floor  
Lakewood, CO 80215  
(303) 239-5888



Michael Morgan  
Director  
Division of Fire Prevention and Control  
690 Kipling Street, Suite 2000  
Denver, CO 80215  
(303) 239-4600

8.6 Entire Understanding

This MOU is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall waive any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

8.7 Independent Contractor

No principal, agent, or employees of one Party shall be nor shall be deemed an agent or employee of the other Party.

S.8 Governmental Immunity Act

No terms or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

8.9 Insurance

If the PBD is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the PBD shall at all times during the term of this MOU maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the Division, the PBD shall show proof of such insurance satisfactory to the Division.

9. APPROVALS

Persons signing for the PBD hereby swear and affirm that they are authorized to act on the PBD's behalf and acknowledge that the Division is relying on their representations to that effect.

Department of Public Safety  
Division of Fire Prevention and Control

PBD Name  
Town of Dolores

\_\_\_\_\_  
Michael Morgan  
Director,  
Division of Fire Prevention and Control  
Date: \_\_\_\_\_

\_\_\_\_\_  
\*Name  
Title \_\_\_\_\_  
Date:

APPENDIX A  
LIST OF APPROVED PERSONS

Jurisdiction: Town of Dolores

Date: 2/13/25

The specific duties of persons approved by DFPC to perform plan review and inspections on public school construction projects delegated through this MOU are listed below. The PBD shall only use persons within their building department that have been authorized by DFPC to work on public school construction projects. Inspectors for plan review and construction inspections shall be certified by the International Code Council, the National Fire Protection Association, or another similar national organization or have equivalent qualifications, as determined by the director of the Division.

DAVID DOWDY - Building Official

Alberto Barrios Marquez, PE - Plan Review

Dan Weed - Plan Review, Inspections

William Clayton - Plan Review, Inspections

Daniel P Reardon - Plan Review, Inspections

Elvin Devorss - Plan Review, Inspections

Gil Rossmiller - Plan Review, Inspections

Hope Medina - Plan Review, inspections

Steve Thomas - Plan Review, Inspections

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this \_\_\_ day of \_\_\_\_\_, 2025 by and between TOWN OF DOLORES, a Colorado statutory town, hereinafter referred to as the "Town"; the Dolores RE-4A School District ("School") and Shums Coda Associates, Inc, a California Corporation authorized to do business in Colorado, hereinafter referred to as "Professional."

### WITNESSETH

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF PROFESSIONAL SERVICES

Professional agrees to provide services in accordance with the Scope of Professional Services and Fee Schedule attached hereto as Exhibit A and incorporated herein by this reference. The intent of this Agreement is that the ShumsCoda will perform code inspection services on behalf of the Town for the School's 2025-2027 construction project. ShumsCoda shall bill the School directly for inspection services.

2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement and completed with due diligence thereafter. Time is of the essence in this Agreement. The School agrees to promptly pay ShumsCoda for code inspection services rendered on behalf of the Town.

3. PROFESSIONAL RESPONSIBILITY

Professionals shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings and other services rendered by Professional, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies. Professional represents that it has the special expertise and background necessary to provide the Town with the services listed on Exhibit A, and the Town is expressly relying on the technical and professional expertise of Professional.

4. COMPLETION

In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay Professional in accordance with the provisions included in Exhibit A, including the not-to-exceed amount, if applicable. Monthly partial payments based upon Professional's billings are permissible. The amounts of all such partial payments shall be based upon Professional's progress in completing the work described in the Scope of Services and Fee Schedule attached hereto as Exhibit A. Final payment shall be made following acceptance of the completed scope of work by the Town.

5. TOWN REPRESENTATIVE

The Town hereby designates David Doudy as its representative and authorizes them to make all necessary and proper decisions with reference to this Agreement. All

requests for contract interpretations, changes, clarifications, or instructions shall be directed to the Town representative.

6. **INDEPENDENT CONTRACTOR STATUS**

Professional and any persons employed or retained by Professional for the performance of work hereunder shall be independent contractors and not agents or employees of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Professional as to details of doing work or to exercise a measure of control over the work mean that Professional shall follow the direction of the Town as to end results of the work only.

A. Professional is providing services independently and, therefore, is not an employee, partner, or joint venturer with the Town, and neither party has the authority to bind the other in any respect. Professional warrants to the Town that Professional understands the difference in status between an independent contractor and an employee, and Professional acknowledges and stipulates that Professional is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the Town shall not withhold from Professional unemployment insurance, social security, taxes or any other withholdings. Professional agrees to be responsible for all such payments required by law.

B. **Taxes.** Professional acknowledges and agrees to report all payments received from the Town on its federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Professional will indemnify the Town for any such payments required but not paid.

C. **No Insurance or Benefits.** Professional acknowledges and agrees that it is not covered by any of the Town's insurance, including the Town's workers' compensation coverage, and is not entitled to any benefits otherwise provided to the Town's employees, including vacation pay, sick leave, retirement benefits, social security, disability benefits, employee health benefits of any kind, and workers' compensation benefits. During the Term of this Agreement, Professional will carry any insurance required by law, including, without limitation, professional liability insurance and general liability insurance.

7. **PERSONAL SERVICES**

It is understood that the Town enters into this Agreement based on the special abilities of Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Town.

8. **ACCEPTANCE NOT WAIVER**

The Town's approval of drawings, designs, plans, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve Professional of responsibility for the technical accuracy of the work. The Town's approval or acceptance of, or payment for, any

services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

9. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

10. REMEDIES

In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. In the event Professional fails or neglects to carry out the work in accordance with this Agreement, the Town may elect to make good such deficiencies and charge Professional therefor.

11. TERMINATION BY THE TOWN

The Town may terminate this contract at any time for its convenience. Professional shall be paid pro rata for work completed to the date of termination pursuant to Exhibit A.

12. INSURANCE

Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Professional pursuant to Section 12. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 13 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Professional pursuant to this Section 12. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph. Regardless of the limitations set forth herein, such insurance shall at a minimum meet the required limits under Colorado law.

B. Commercial General Liability insurance with a minimum combined single limits of ONE MILLION NINETY-THREE THOUSAND DOLLARS (\$1,093,000) aggregate for each occurrence (THREE HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS, \$387,000, per injured person), but in no event shall the policy reflect amounts less than those set forth in the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-114, as may be adjusted from time to time. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance will be waived as Professional will not be utilizing its own vehicles for this project. If Professional needs the use of a vehicle, it will hire/rent the same from a vehicle rental company which will carry its own insurance applicable to hired vehicles. If Professional chooses to use its own vehicles, it will be required to carry comprehensive automobile liability insurance with a minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Professional's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If Professional has no owned automobiles, the requirements of this Paragraph (C) shall be met by each employee of the Professional providing services to the Town under this Agreement.

D. Errors and Omissions insurance in the amount of \$500,000 per claim, as applicable.

The policy required by Paragraph (B) above shall be endorsed to include the Town and its officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Professional shall be solely responsible for any deductible losses under any policy required above.

The certificate of insurance required by the Town shall be completed by Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to the Town.

Failure on the part of Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement, or at its discretion the Town



may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Professional to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Professional from the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations and any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers, or its employees.

13. INDEMNIFICATION

Professional agrees to indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, including costs of defense and attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the omission, error, professional error, mistake, or negligence, of Professional, any subcontractor of Professional, or any officer, employee, representative, or agent of Professional or of any subcontractor of Professional, or which arise out of any worker's compensation claim of any employee of Professional or of any employee of any subcontractor of Professional, except to the extent caused by the negligent acts or omissions of the Town, its officers, and/or employees..

14. OPEN RECORDS

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of Professional and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Town is subject to and bound by the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.* Any and all documents Professional prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by Professional. Professional hereby waives any claims of any kind whatsoever against the Town for the Town's compliance or attempted compliance with the provisions of the Open Records Act.

14. APPROPRIATION

The School agrees to bear the cost of services rendered by ShumsCoda under this agreement and promptly pay all invoices submitted by Shrum to the School.

15. NOTICE

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows.

Either party may change the address to which notices should be delivered by providing notice in accordance with this Section.

TO TOWN: Town of Dolores  
601 Central Avenue  
PO Box 630  
Dolores, CO 81323  
Attn: Town Building Official  
Email: david@townofdolores.com

TO PROFESSIONAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

16. ADDITIONAL PROVISIONS

This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for any dispute arising out of this Agreement shall be in the District Court for Montezuma County, Colorado.

Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF DOLORES, COLORADO

PROFESSIONAL

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_  
Town Clerk

DOLORES RE-4A SCHOOL DISTRICT

By: \_\_\_\_\_

Exhibit A – Scope of Work

Shums Coda will provide the following services:

- Provide code review for the Dolores School District MS & HS Addition and Renovation Project.
- Plan review will be in accordance with the following codes adopted by the Town of Dolores.
  - 2018 International Building Code including Accessibility and Structural
  - 2012 International Energy Conservation Code
  - 2018 International Mechanical Code
  - 2018 International Fuel Gas Code
  - 2017 National Electrical Code
- Shums Coda will be available during normal business hours to assist with code questions and interpretations and address any code issues that may develop during the development of construction plans, drawings, and reviews.
- All correspondence will be provided in electronic format will be in electronic format.
- Plan reviews will be completed within 10 working days of receiving a submittal. The following information will need to be provided as they are available for plan reviews.
  - Full set of drawings
  - Specification
  - Soils report
  - Structural calculations
  - Energy path and calculations
  - Mechanical design calculations
- Once plans are found to be in compliance, Shums Coda will submit a letter to the Town stating that the plans have been reviewed and a building permit can be issued for the project.

Fee Schedule

The following fee schedule will apply to the scope of work above.

<b>Service</b>	<b>Hourly Rate</b>
Plan Review Services	\$135.00 per hour
Clerical	\$65.00 per hour
Code Consulting	\$135.00 per hour
Travel Time	\$65.00 per hour

Travel Expenses	Actual Expenses.
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