



TO Mayor and Trustees

From: Ken Charles

DT: October 24, 2022

RE: Workshop materials for the discussion with the community center board members

I attended the October 11 Community Center board meeting. Besides normal business items, the board also turned their attention to the need for a new floor and several other smaller capital items. This will be a \$30,000-\$40,000 expense. As you see from the budget information the community center operates on less than \$30,000. As the building ages the need for additional repairs or upgrades will increase. In 2022, the community center received \$4500 from the town through the community donations program for primarily kitchen repairs. The town also plows snow from the community center parking lot.

The community center board has discussed the concept of the Town of Dolores taking ownership and therefore responsibility for the operations and maintenance of the facility. While I have had discussions with an individual board member, this was the first time I met with the entire board. I don't sense this is something that the board thinks is imminent nor are all board members comfortable with such a move.

The community center board requested a meeting with town officials to 1) give an over view of the community center's operations, how it functions, who uses the center etc., and 2) have an initial discussion about transfer of ownership.

Pros

Many small communities own and operate community centers. So, it is common. Off hand in our region, Mancos, Silverton, Pagosa Springs, City of Ouray, Ouray County all own and operate community centers. Community Centers are an asset to the community in that they provide a service to the community as a place to hold events, community groups, such as senior citizens, regularly use community centers. It is a place for weddings or memorials, festivals and other private indoor events. Local governments have access to grant funds for capital improvements that not-for-profits do not.

Cons

The major concern is financial. It would be a new facility to manage and maintain. It is unlikely that the center would be able to break even, so there would be a new budgetary item(s) in the town budget to balance the center budget. Janitorial and management services (same person) are only a \$7,200 expense. Those two line items would certainly increase, if the town had a half-time person performing those duties. Small towns like Dolores do struggle financially to maintain these facilities, just as the not-for-profit community center organization currently does. Liquor licensing would need to be worked out. Currently, political affiliated organizations use the community center. Would this be an issue?

There are other options then outright ownership for the town. For example, the town could become a strategic partner with the center by contributing funds for larger maintenance items and improvements. Could utilization of the center increase and could the town assist with that.

420 Central Ave, P O Box 630 Dolores, CO. 81323
Ph. 970-882-7720 fax. 970-882-7466
www.townofdolores.com

	Actual 2019	Actual 2020	Actual 2021	Projected 2022	Budget 2023
Beginning Balance	\$ 16,517.63	\$ 12,820.57	\$ 14,940.19	\$ 12,462.61	\$ 16,518.62
Income					
Bazaar	\$ 2,650.00	\$ 395.00	\$ 1,925.00	\$ 2,175.00	\$ 2,000.00
Donation	\$ 3,955.00	\$ 1,700.00	\$ 3,325.00	\$ 3,000.00	\$ 3,000.00
Fund Raisers	\$ 2,455.25				
Interest	\$ 17.03	\$ 12.47	\$ 14.10	\$ 14.00	\$ 15.00
Montezuma County	\$ 2,500.00	\$ 3,000.00	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00
Use Donations	\$ 21,849.50	\$ 9,904.64	\$ 16,584.00	\$ 22,130.00	\$ 21,000.00
Less Deposit Refunds	\$ (4,890.00)	\$ (3,950.00)	\$ (3,900.00)	\$ (5,000.00)	\$ (5,000.00)
Deposit Checks Not Cashied	\$ 850.00	\$ 1,300.00	\$	\$ 2,975.00	\$
Grants	\$ -	\$ 8,000.00	\$	\$ 9,000.00	\$
Total Income	\$ 29,386.78	\$ 20,362.11	\$ 20,698.10	\$ 37,294.00	\$ 24,015.00
Expenses					
Accounting	\$ 85.00	\$ 38.00	\$ 141.41	\$ 161.54	\$ 200.00
Advertising					
Dues	\$ 100.00				
Event Cleaning	\$ 4,425.00	\$ 950.00	\$ 1,950.00	\$ 3,000.00	\$ 3,000.00
Facebook					
Fees	\$ 75.00	\$ 76.00	\$	\$ 77.45	\$ 80.00
Fund Raiser Expenses	\$ 477.45	\$ 55.00			
Insurance	\$ 2,129.00	\$ 2,408.00	\$ 2,816.00	\$ 3,061.00	\$ 3,200.00
Janitor	\$ 4,400.00	\$ 1,875.00	\$ 4,200.00	\$ 4,800.00	\$ 5,000.00
Lawn	\$ 420.83	\$ 145.00	\$ 614.00	\$ 600.00	\$ 800.00
Liquor Licenses					
Manager	\$ 2,400.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 2,500.00
Miscellaneous	\$ 659.44	\$ 63.00	\$ 126.00		
Property Tax	\$	\$ -			
Repairs	\$ 3,095.19	\$ 1,388.23	\$ 1,033.23	\$ 1,200.00	\$ 1,500.00
Snow Removal	\$ 303.75	\$ 125.00			\$ 200
Sprinkler System	\$ 50.00	\$ -	\$ 50.00		\$ 100.00

Supplies	\$	1,103.01	\$	242.16	\$	845.28	\$	1,400.00	\$	1,500.00
Electric	\$	3,014.00	\$	3,129.86	\$	3,222.48	\$	4,800.00	\$	4,800.00
Gas	\$	1,888.71	\$	1,986.82	\$	1,817.27	\$	2,500.00	\$	3,000.00
Telephone	\$	901.58	\$	1,124.16	\$	1,536.64	\$	1,470.00	\$	1,500.00
Trash	\$	1,170.04	\$	1,149.29	\$	1,507.85	\$	2,570.00	\$	2,500.00
Water & Sewer	\$	851.22	\$	1,062.03	\$	915.52	\$	1,040.00	\$	1,200.00
Website										
Bazaar Expenses	\$	55.00	\$	65.00	\$		\$	58.00	\$	100.00
Capital Expenditures	\$	5,479.62	\$	359.94	\$		\$	4,100.00		
Total Expenses	\$	33,083.84	\$	18,242.49	\$	23,175.68	\$	33,237.99	\$	31,180.00
Profit / Loss	\$	(3,697.06)	\$	2,119.62	\$	(2,477.58)	\$	4,056.01	\$	(7,165.00)
Ending Balance	\$	12,820.57	\$	14,940.19	\$	12,462.61	\$	16,518.62	\$	9,353.62

	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Beginning Balance	\$ (4.57)	\$ (4,483.24)	\$ (506.59)	\$ (6.30)	\$ (127.91)	\$ 745.04	\$ 12.24	\$ 343.94	\$ (463.13)	\$ 606.10			\$ 2,175.00
Beginning Balance HI FI	\$ 12,467.18	\$ 12,468.24	\$ 9,969.19	\$ 9,970.04	\$ 9,970.83	\$ 15,971.97	\$ 15,973.28	\$ 15,974.74	\$ 15,976.19	\$ 15,977.50			\$ 2,100.00
Income:													
Bazaar Donation		\$ 1,100.00	\$ 555.00	\$ 225.00	\$ 70.00	\$ 75.00			\$ 475.00	\$ 550.00			\$ 2,175.00
Fund Raisers					\$ 1,010.00								\$ 1,010.00
Interest	\$ 1.21	\$ 1.03	\$ 0.97	\$ 0.94	\$ 1.34	\$ 1.49	\$ 1.64	\$ 1.52	\$ 1.45	\$ 1.45			\$ 11.69
Montezuma County	\$ 250.00	\$ 250.00	\$ 2,930.00	\$ 250.00	\$ 250.00	\$ 1,825.00	\$ 3,010.00	\$ 480.00	\$ 3,280.00	\$ 1,000.00			\$ 2,250.00
Use Donations	\$ 1,310.00	\$ 320.00	\$ (300.00)	\$ (350.00)	\$ (800.00)	\$ (875.00)	\$ (300.00)	\$ (550.00)	\$ (900.00)	\$ (100.00)			\$ 20,380.00
Less Deposit Refunds	\$ (700.00)												\$ (4,875.00)
Deposit Checks Not Cashied		\$ 2,075.00				\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00			\$ 2,975.00
Grants					\$ 5,000.00								\$ 5,000.00
Total Income	\$ 861.21	\$ 3,746.03	\$ 3,185.97	\$ 2,695.94	\$ 9,296.34	\$ 1,576.49	\$ 3,161.64	\$ 856.52	\$ 3,361.45	\$ 1,275.00			\$ 30,016.69
Expenses													
Accounting Advertising	\$ 161.54												\$ 161.54
Dues													\$ -
Event Cleaning	\$ 200.00	\$ 150.00	\$ 150.00	\$ 450.00	\$ 530.00	\$ 300.00	\$ 450.00		\$ 450.00				\$ 2,700.00
Facetbook Fees													\$ -
Fund Raiser Expenses													\$ -
Insurance	\$ 3,661.00			\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00			\$ 3,061.00
Janitor	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 320.00		\$ 400.00	\$ 400.00			\$ 3,600.00
Lawn				\$ 100.00									\$ 420.00
Liquor Licenses													\$ -
Manager	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00			\$ 1,800.00
Miscellaneous													\$ -
Property Tax					\$ 77.45								\$ 77.45
Repairs	\$ 50.00			\$ 200.00	\$ 50.00	\$ 197.99	\$ 331.08						\$ 1,065.07
Snow Removal													\$ -
Sprinkler System													\$ -
Supplies	\$ 63.29	\$ 191.68	\$ 58.77		\$ 32.56	\$ 288.00	\$ 114.32		\$ 204.30				\$ 972.82
Electric	\$ 339.32	\$ 355.08	\$ 185.95	\$ 601.74	\$ 386.51	\$ 291.48	\$ 448.92	\$ 551.41	\$ 477.00	\$ 403.15			\$ 4,040.66
Gas	\$ 308.50	\$ 369.05	\$ 405.81	\$ 405.52	\$ 250.05	\$ 174.63	\$ 87.89	\$ 40.28	\$ 45.09	\$ 49.09			\$ 2,136.91
Telephone	\$ 132.97	\$ 132.97	\$ 132.97	\$ 132.97	\$ 132.97	\$ 132.97	\$ 132.97	\$ 132.97	\$ 132.97	\$ 132.97			\$ 1,196.73
Trash	\$ 216.30	\$ 218.33	\$ 221.84	\$ 236.10	\$ 235.72	\$ 240.88	\$ 242.76	\$ 237.10	\$ 235.30				\$ 2,084.23
Water & Sewer	\$ 205.90		\$ 65.23	\$ 90.43	\$ 76.99	\$ 82.03	\$ 100.54	\$ 100.48	\$ 146.35				\$ 867.95
Website													\$ -
Bazaar Expenses		\$ 58.00											\$ 58.00
Capital Expenditures		\$ 193.32	\$ 364.26										\$ 1,057.58
Total Expenses	\$ 5,338.82	\$ 2,268.43	\$ 2,584.83	\$ 2,816.76	\$ 2,422.25	\$ 2,307.98	\$ 2,828.48	\$ 1,662.24	\$ 2,290.91	\$ 682.24			\$ 25,302.94
Ending Balance	\$ 7,585.00	\$ 9,462.60	\$ 9,963.74	\$ 9,842.92	\$ 16,717.01	\$ 15,985.52	\$ 16,318.68	\$ 15,513.06	\$ 16,583.60	\$ 17,176.36			\$ -
Ending Balance Regular	\$ (4,483.24)	\$ (506.59)	\$ (6.30)	\$ (127.91)	\$ 745.04	\$ 12.24	\$ 343.94	\$ (463.13)	\$ 606.10	\$ 1,198.86			\$ -
Ending Balance HI FI	\$ 12,468.24	\$ 9,969.19	\$ 9,970.04	\$ 9,970.83	\$ 15,971.97	\$ 15,973.28	\$ 15,974.74	\$ 15,976.19	\$ 15,977.50	\$ 15,977.50			\$ -



TO Mayor and Trustees

From: Ken Charles

DT: October 24, 2022

RE: List of information Galloping Goose No. 5

- I. Jon Kelly Summary**
- II. Various records pertaining to Acquisition of the Goose No. 5 in 1954**
- III. Lease of Flanders Park to the Dolores Rotary Club and subsequently the GGHS**
- IV. Current lease and operating agreement between the Town and the GGHS**

October 24, 2022

Galloping Goose No. 5 – Attorney’s Report

Current Situation:

The Galloping Goose was acquired by the Town of Dolores and is presently leased to the Galloping Goose Historical Society pursuant to a long-term lease that requires maintenance of liability insurance with the Town as a named insured. Historical society volunteers regularly operate the Goose on the Durango and Silverton rail line as well as on the Cumbres and Toltec rail line between Chama, New Mexico and Antonito Colorado. Members of the public routinely ride the Goose on these excursions. The Goose is a railroad car and is not titled as a motor vehicle.

Town staff is recommending transferring title to the Goose to the Historical Society under an agreement that would require title to revert to the Town of Dolores in the event that the Society ever dissolved or wished to sell it. This is similar to an arrangement the City of Durango made with a historic locomotive it owned.

Reasons to Transfer Title:

Town staff and the Town Attorney are concerned about the potential for liability to the Town under the present arrangement. Although the Goose is insured by the historical society with the Town as a named insured, ownership of the Goose presents novel legal questions when it is operated on railways and during transport, especially while operating out of state. The Goose was recently involved in a car-train collision when in operation in Durango and requires regular and extensive maintenance. Transfer of legal ownership would eliminate these liability concerns.

Reasons Not to Transfer Title:

Past Town boards, however, have worked hard to retain ownership of the Goose, viewing it as a special heritage of the Town of Dolores. Transferring title would reverse the work of prior boards. (These concerns can be addressed through a carefully drafted transfer agreement that would require transfer of ownership back to the Town at such time as the Historical Society dissolves or wishes to surrender ownership).

Present lease arrangement gives the Town at least some limited oversight on how the Goose is cared by the Historical Society. Transfer of ownership would leave the Trustees with no oversight.

Attorney’s Recommendation:

It is the Town Attorney’s opinion that the public interest would best be served by eliminating any possibility of liability for accidents while the Goose is in use on the rail lines or in transport by transferring title. This would be pursuant to an agreement that would revert title to the Town of Dolores as discussed above.

KNOW ALL MEN BY THESE PRESENTS: That PIERPONT FULLER, JR., as Receiver of THE RIO GRANDE SOUTHERN RAILROAD COMPANY, of the City and County of Denver, in the State of Colorado, of the first part, for and in consideration of TWO HUNDRED AND FIFTY AND NO/100 - - - - - Dollars, to him in hand paid at or before the sealing or delivery of these presents by

- CITY OF DOLORES - - - - - of the County of Montezuma, in the State of Colorado, of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said party of the second part, its executors, administrators, successors or assigns, the following property, goods and chattels, to-wit: Said Motor Bus No. 5, together with contents and equipment attached thereto or contained therein.

Said Motor bus is sold "as is," "where is," on sidetrack of Denver and Rio Grande Western Railroad at Ridgway, Colorado.

Said sale is made pursuant to order of United States District Court for the District of Colorado in the case of CENTRAL BANK OF DENVER BANK AND TRUST COMPANY vs. THE RIO GRANDE SOUTHERN RAILROAD COMPANY, Consolidated Cause No. 9177, dated June 23, 1952, and confirmed by Court order dated July 17, 1952. Said property is sold free and clear of all claims, liens and encumbrances of every kind, including taxes accruing prior to the date of this sale.

located at

TO HAVE AND TO HOLD the same, unto the said party of the second part, its executors, administrators, successors or assigns, forever. And the said party of the first part, its executors, administrators, successors or assigns, covenant and agree to defend, warrant and defend the sale of said property, goods and chattels, hereby made unto the said party of the second part, its executors, administrators, successors or assigns, against all and every person or persons whomsoever.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal, this twenty-eighth day of July, A. D. 1952.

Signed, sealed and delivered in the presence of

Pierpont Fuller, Jr. [SEAL]
Receiver of
THE RIO GRANDE SOUTHERN
RAILROAD COMPANY [SEAL]
[SEAL]
[SEAL]

STATE OF COLORADO, } ss.
City and County of Denver

The foregoing instrument was acknowledged before me this 28th day of July, 1952, by Pierpont Fuller, Jr., as Receiver of The Rio Grande Southern Railroad Company.
WITNESS my hand and official seal.
My commission expires March 1, 1954

Floyd T. Wallace
Notary Public

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or an attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.
-Statutory Acknowledgment, Section 1287.
No. 35 A. BILL OF SALE.—The Bradford-Robinson Pkg. Co., Mfrs. Robinson's Legal Blanks, 1840 Stout St., Denver, Colo.

Nov. 22, 1999

RE: The Galloping Goose #5

To Whom It May Concern:

I, Jack C. Kinkade , along with other members of the Dolores Rotary Club purchased Rail Motor Bus No. 5 (The Galloping Goose #5) for The Dolores Rotary Club from The Rio Grande Southern Railroad Company. We had the bill of sale made out to the Town of Dolores in case the Dolores Rotary Club ceased to exist. We wanted the Galloping Gooses #5 to always be a part of Dolores. If the Rotary club folded or lost its charter, then the " Galloping Goose # 5 " would revert to the Town of Dolores. We paid \$250.00 for the Goose in 1952.

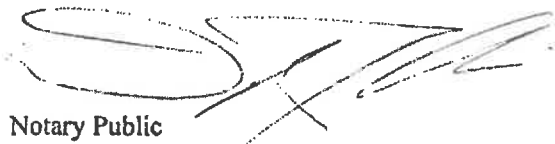
Very truly ours,



✓ Jack C Kinkade

State of Colorado
County of Montezuma

Subscribed and sworn before me this 23rd day of Nov. 1999.



Notary Public

My commission expires: 9-20-2002

THE RIO GRANDE SOUTHERN RAILROAD COMPANY

PIERPONT FULLER, JR., RECEIVER

828 Symes Building
DENVER 2, COLORADO

C. W. GRAEBING
GEN. MANAGER AND AUDITOR
R. R. BOUCHER
SUPERINTENDENT

July 28, 1952

Louis F. Pell, Jr.
Attorney at Law
Box 437
Dolores, Colorado

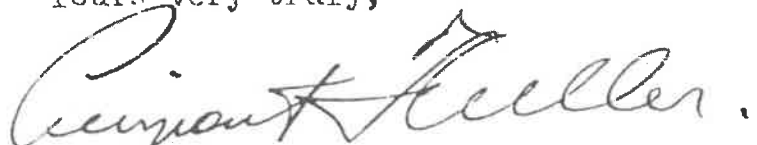
Dear Mr. Pell:

Thank you for the \$250 in payment for Goose No. 5. I am enclosing the bill of sale transferring title of the Goose to the City of Dolores.

The Goose is now ready for delivery on a siding at Ridgway. While we are watching the property as well as we can, I would like to have you take possession as soon as possible.

I am making this bill of sale to the City of Dolores, rather than to the Rotary Club, with the idea that then there can be no question as to the transaction being subject to the Colorado sales tax. I am not so sure that a sale to the Rotary Club would be exempt. However, if you prefer, I will redraw the bill of sale.

Yours very truly,


Receiver

PF-3

The Town of Dolores

Montezuma County
Colorado

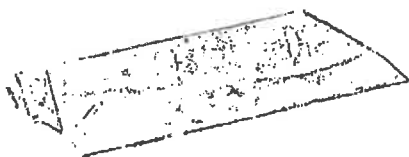
Dolores, Colorado

12-13-54

Dolores Rotary Club,
R. W. Phillips, President
Dolores, Colo.

Sir :

The Board of Trustees of the Town of Dolores, Colorado granted permission, at Regular Meeting of December 7th, 1954, to The Dolores Rotary Club to place their Galloping Goose in the N. W. Corner of the Town Park, (Flanders Park) .

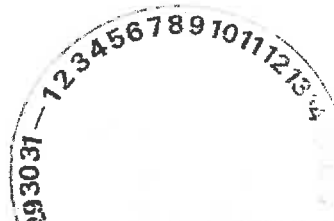


Very Sincerely Yours,

Minnie V. Rush
Minnie V. Rush
Town Clerk
Dolores, Colo.



The Galloping Goose Historical Society of Dolores, Inc.



September 9, 2014

Town of Dolores

P.O. Box 630,

Dolores, CO 81323

Honorable Mayor &

**GALLOPING GOOSE HISTORICAL SOCIETY
OPERATING ACCOUNT**
PH. 970-882-7082
PO BOX 297
DOLORES, CO 81323

2641
82-492/1021

9-8-2014 Date

PAY to the order of Town of Dolores \$ 25.00

Twenty Five Dollars

DOLORES 970-882-7600
CORTEZ 970-564-1400

For 25 Year land lease

TWO SIGNATURES REQUIRED

Denise Bowyer
Jew Matis

⑆ 102104927⑆ 36839901⑆ 0264⑆

Please find enclosed check in the amount of \$25.00 with respect to our Land Lease agreement with the Town of Dolores. Automatically renewed for another 25 year term, running from and including the 31st day of December, 2014, and continuing and including the 31st of December 2039.

Thank you,

Sincerely,

Denise Bowyer
Business Manager, GGHS



The Galloping Goose Historical Society of Dolores, Inc.

Box 287 • Dolores, Colorado 81328 • 870-882-7082

August 21, 1997

Town of Dolores
PO Box 360
Dolores CO 81323

In reviewing our files we have found that we need to pay on our land lease for the land which the Dolores Depot rests upon. This ninety-nine year lease runs from 1989 to 2088, and the one dollar payment is due each year on September 1st. According to my records I can only find that we have paid the \$1.00 on November 22, 1993. Therefore including this current year's payment, we owe you for the years of 1989, 1990, 1991, 1992, 1994, 1995, 1996, and 1997. I have enclosed check number 1279 for \$8.00. This should get up to this current year.

Thank you

Janet Wagner
Treasurer

Galloping Goose Historical Society of Dolores, Inc.



**COLORADO
HISTORICAL
SOCIETY**

The Colorado History Museum 1300 Broadway Denver, Colorado 80203-2137

CORRIGINAL

March 14, 1994

Jim Cattles
Mayor, Town of Dolores
Box 630
Dolores, CO 81323

Dear Mayor Cattles:

We are pleased to announce the listing on March 9, 1994 of the **Galloping Goose No. 5, 421 Railroad Avenue, Dolores** in the State Register of Historic Properties for the State of Colorado. The official list of State Register Properties is maintained by the Colorado Historical Society.

If you have questions about the nomination or the State Register program, please contact Holly Wilson (303) 866-4684 for further information.

Sincerely,


James E. Hartmann
President, Colorado Historical Society

JEH/HW:jc

**LEASE AND OPERATING AGREEMENT
(TOWN OF DOLORES – THE GALLOPING GOOSE HISTORICAL SOCIETY)**

WHEREAS, the Town of Dolores, Colorado is the owner of the Galloping Goose No. 5 (hereafter "the Goose"), located in Flanders Park at the replica Rio Grande Southern Railroad Depot, Dolores Colorado, and

WHEREAS, it was the intent of the original purchasers who donated the Goose to the Town of Dolores, placed the Goose in the Town's name, that the Goose remain in the Town of Dolores, Colorado to showcase an important part of the Town's history, and as a visible part of the Town's identity, and

WHEREAS, the Galloping Goose Historical Society (hereinafter referred to as Society) is a non-profit organization formed for the purpose to preserve and promote the history of the Historical Rio Grande Southern Railroad, and the restoration, operation and maintenance of Galloping Goose No. 5, and

WHEREAS, the Society entered into an agreement with the Dolores Rotary Club to restore and operate Goose No. 5 (aka Motor No. 5) with Rotary to retain ownership of Goose No. 5 without the knowledge that the Town of Dolores was the legal owner of the Goose No. 5 and that the stated purpose of "the Society" is the restoration and operation of Goose No. 5, and

WHEREAS, the Society has over the years constructed a Replica Railroad Depot (hereafter referred to as Depot) and restored Goose No. 5 to a historically accurate operating condition as is feasible, and

THEREFORE the Town and the Society hereby enter into this agreement and agree as follows:

1. The Town hereby leases the Goose exclusively to the Society, at no cost, for display at the Depot located in Flanders Park Dolores, Colorado and for operating on narrow gauge railroads that fall under the regulations of the Federal Railroad Administration or the Colorado Department of Transportation.

2. The Society shall be solely responsible for entering into agreements with the owners and operators of any railway to operate the Goose on its tracks.

3. The Town Manager or the Town Board of Dolores' designee shall act for the Town in all matters concerning this agreement, unless otherwise stated. The President of the Society and a designee appointed by the Society's Board of Directors shall act for the Society in all matters concerning this agreement, unless otherwise stated.

4. In the first quarter of each calendar year, the Society shall provide the Town with its plan for expected operations of the Goose for that calendar year. The Town shall have the right to review the plan and discuss changes with Society within 30 days of the submittal by the Society. If the Town does not discuss changes with the Society within such 30 day period, the plan shall be deemed acceptable as submitted.

5. The plan for Goose operations may be modified throughout the year, the Society shall submit such modifications to the Town and the Town shall have the same right to review such modifications within 31 days of submittal and discuss changes as provided in Paragraph 4.

6. Special events may arise such that the Goose needs to be operated on too short a notice to fulfill the conditions in Paragraph 5. The Society shall inform the Town of such an event as soon as possible, and make the best effort to discuss the event with the Town as soon as possible.

The Town shall retain a right of written approval for expected operations (Paragraph 5), as well as modified operations (Paragraph 6) if the Town responds to the notices from the Society within the 30 day time period set forth in Paragraph 4. The Town shall also retain a right of written approval of special events submitted pursuant to this Paragraph 6. Any such rights of approval shall not be unreasonably withheld by the Town.

In the case of an event that does not allow 30 days for a response by the Town, the notice from the Society shall state the latest date that a response would be needed from the Town concerning the event. Should the Town not respond by the date specified, then the operation of the Goose in the designated event shall be deemed acceptable as submitted.

7. If necessary the Society shall coordinate the movement of the Goose in and out of Flanders Park with the Town Manager or Board designee; provided, however, it is understood and agreed that the responsibility for movement of the Goose shall rest solely with the Society.

8. The Society shall have the sole responsibility for the general maintenance of the Goose in its restored historical look and working configuration, using generally accepted historical preservation and restoration techniques.

9. The Society shall be responsible for acquiring and maintaining, as its sole cost and expense, adequate liability insurance coverage during the term of this Agreement, in such amounts as the Town may reasonably approve. The amount of insurance required during any given year shall be determined subsequent to review of the plan of expected operations as provided for in Paragraph 4, 5 and 6 above. The Society shall also maintain adequate liability insurance to satisfy the requirements of the owner of any particular railway on which the Goose will operate. The Society shall name the Town of Dolores as an additional insured on the all of the Society's policies concerning the Goose. The parties shall exchange copies of insurance coverage which each has on Goose No. 5 after the procedure set forth in Paragraph 4 above.

10. The Society shall be responsible for all costs of operating and maintaining the Goose.

11. The Society shall be responsible for raising the funds required to operate and maintain the Goose and for administering the acquisition and expenditure of such funds. The Society shall be responsible for administering the terms of grants or donations for such funds from public and private institutions and from individuals.

12. The Society may receive revenue as result of operating the Goose. All revenue received by the Society will remain with the Society for use in covering costs of operation and maintenance, for use in educational activities associated with the Goose, or for other restoration and preservation projects that fulfill the stated objectives of the Society.

13. The Town shall consider providing assistance and support that are within its means, such as providing work and storage space, utilities, and reasonable use of Town service subject to the approval of the Town Manager or Board's designee.

14. The Town agrees to continue its insurance coverage of the Goose (replacement cost).

15. Should any grant application or contract with the Society require a signature from the Town as owner of the Goose, the Town Manager or Board designee shall sign after authorization by Town Board for the Town. The signature of the Town Manager or Board designee only recognizes that the Town is owner of the Goose and shall not bind the Town to any of the terms of any agreement or contract entered into by the Society.

16. In the first quarter of each calendar year, the Society shall provide the Town with the Society's annual report on the operation and maintenance of the Goose including income and expenses of Society attributable to the Goose for past calendar year.

17. The Society acts through its Board of Directors. The members of the Board of Directors are not employees of or agents for the Town. The Society shall have no authority, express or implied, to bind the Town to any agreements or understandings.

18. For any agreement or contract into which it enters, the Society agrees to perform the scope of work in accordance to the terms and conditions set forth in such an agreement or contract and to be responsible for the work of its subcontractors.

19. The Society shall indemnify, save, and hold harmless the Town, its officers, employees and agents, against any and all claims, damages, liability and court awards, including attorney fees, costs and expenses incurred as a result of any act or omission by the Society or its volunteers and subcontractors in performance of their duties under agreements and contracts entered into by Society.

20. Subject to the protections, immunities, monetary and other limits of the Colorado Governmental Immunity Act, the Town shall indemnify, save, and hold harmless the Society, its directors, volunteers and agents, against any and all claims, damages, liability and court awards, including attorney fees, costs and expenses incurred as a result of any act or omission by the Town or its employees and agents in performance of their duties under agreements and contracts between the Town and the Society.

21. The members of the Society's Board of Directors are jointly and severally obligated to perform according to the terms of this agreement.

22. The term of this agreement shall be ten years. The agreement shall be automatically renewed for additional periods of five years each unless or until either party decides to terminate the agreement at the end of a current period of the agreement, by giving a minimum of nine months written notice of the intent of termination.

23. Should the Society cease to exist, this agreement shall be terminated. Should the Society be unable to perform maintenance duties for a period of twelve months or more, this agreement shall be terminated. The Society shall give notice to the Town if it decides to disband or can no longer actively maintain the Goose. Should the Town perceive that the Society no longer exists or no longer provides maintenance for a period of a year or more, the Town shall give notice to the Society that it intends to

terminate the agreement in ninety days. The Society shall have the right to provide reasonable grounds to continue the agreement. One of the possible reasonable grounds shall be that the Goose will not be in operation for a period of more than a year and requires no maintenance during that period, but that the Society does intend to continue with operations and maintenance as events warrant.

24. This Agreement may not be assigned by either party without the express written permission of the other party, which permission may be withheld at the discretion of the non-assigning party.

25. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, and as so construed and interpreted, shall be binding upon the respective parties, their successors and permitted assigns.

IN WITNESS WHEREOF, this Agreement is entered into between the Town of Dolores and the Galloping Goose Historical Society this 22nd day of June, 2015.

GALLOPING GOOSE HISTORICAL SOCIETY
OF DOLORES INC., A COLORADO
NON-PROFIT ORGANIZATION

BY: Lew Matis
President

ATTEST:

William A. White
Vice President

THE TOWN OF DOLORES
A STATUTORY TOWN

BY: Duvall Truelsen
Duvall Truelsen, Mayor

Lana Hancock
Lana Hancock, Town Clerk

Michael F. Green
Michael F. Green, Town Attorney