



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES WORKSHOP/MEETING

FEBRUARY 27TH, 2023 5:30 P.M.

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

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

<https://townofdolores.colorado.gov>

WORKSHOP 5:30 Dinner will be served.

1. Region 9 Economic Development: Strategies for small towns and General Region 9 Updates.

BOARD MEETING 6:30

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

4. ACTION/APPROVAL OF THE AGENDA

5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

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

7. CONSENT AGENDA:

No items on the consent agenda at this time

8. STAFF REPORTS:

8.1 Manager: Ken Charles

8.2 Attorney: Jon Kelly

8.3 Treasurer: Tricia Gibson

9. DISCUSSION/ACTION ORDINANCE AND RESOLUTIONS:

9.1 Action/Approval Resolution R521 Series 2023: Awarding contract to SGM Inc. Planning Service as required by the Colorado Department of Public Health & Environment (CDPHE) State Revolving Fund (SRF) Loan Program and authorizing the Town Manager to Execute a contract for services on behalf of the Town.

10. ADMINISTRATIVE BUSINESS AND PRESENTATIONS:

10.1 Discussion: Update on Human Resources

10.2 Action/Discussion: OPIOID Settlement

10.3 Discussion: JRP/Bike Park

10.4 Discussion: Broadband Initiative

11. FUTURE AGENDAS:

11.1 P&Z meeting March 7th, 2023

11.2 Parks meeting March 9th, 2023.

11.3 Board meetings: March 13th & meeting/workshop 27th, 2023.

12. TRUSTEES REPORTS AND ACTIONS:

13. ADJOURNMENT:



Manager's Update

Dolores Colorado

To: MAYOR AND TRUSTEES
From: Ken Charles, Dolores Town Manager
Dt: February 27, 2023
RE: Meeting Information Update

Monday/s Town Board Meeting

On the agenda for our regular meeting Monday February 27, 2023:

At the 5:30 workshop, Heather Otter of Region 9 will present first, on Region 9 general updates and second, best practices for small town economic development.

Trustees will discuss and possibly act on Resolution 521 awarding a contract to SGM Inc. for planning services required by CDPHE. The services will produce a Project Needs Assessment for Phase II water improvements.

Also in your packet are a series of Release agreements regarding settlement agreements the with several opioid manufacturers and distributors. These settlements were negotiated by the federal government on behalf of the states. Jon Kelly will present that section.

I met with Shak Powers of Regin 9 to discuss the "Broadband Ready" project that Region 9 is managing for local governments in the region. Region 9 has applied for \$66M in grant funds to the National Telecom Infrastructure Administration that if awarded would install fiber from Pagos Springs to Cortez, then to Mancos, Dolores, Rico, and Silverton. This infrastructure is typically referred to as the "middle mile" of internet technology. The Broadband Ready project is the next piece and this would develop individual community plans for either fiber to the home/business or fiber to a tower for high speed wireless.

General Updates

1. The Town Received one proposal for construction and installing the two early warning sirens from Security Siren Inc. out of Penrose Colorado. The FPD, Sheriff and town staff will review the proposal and try to bring a resolution to award the contract to the trustees in March. The proposal is within the project budget.
2. I began constructing a new team for the Fishing is Fun project. Fortunately, our former consultant left several contacts that might be interested in working with the town. This would include a company that may help with the Army Corp 404 permitting; another with final design and project management and another who will do the river work.
3. With the help of our website contractor, we created a Projects link that provides information on our projects such as Affordable Housing, Fishing is Fun, Phase II water and others.
4. Regarding GOCO, the town was unsuccessful with the preliminary grant application, which means we were not among those who are invited to submit a full application. We will be scheduling a debriefing with GOCO staff to determine how we might improve our project and

420 Central Ave, P O Box 630 Dolores, CO. 81323
Ph. 970-882-7720 fax. 970-882-7466
[https:// townofdolores.colorado.gov](https://townofdolores.colorado.gov)



return in August.

Jon Kelly and I met with the Bike. Park committee to discuss next steps and how the town and the committee can coordinate efforts. The notes from that meeting are in your packet. Jacob Carloni and I conferenced with the American Ramp Company (ARC) to discuss the design project. For the bike park. Next steps include developing an agreement between the town and the not-for-profit bike group, reviewing the American Ramp Company's design scope of work and other preliminary discussion. We are recommending the town moves forward with a sole source award versus a competitive bid process as the bike group has been working with ARC for some time, feel comfortable with them and ARC has a good background.

Upcoming Events

1. March 16-joint meeting at the Ute Mountain Ute casino. This is the second meeting between the three municipalities, county government and the tribe. The purpose of these meetings is first networking and second to catch up on what each entity is working on.
2. March 13th and 27th town board meetings.
3. March 7 is the planning commission meeting. This will be a joint meeting with the Housing Task Force to review and discuss land use code consultant Elizabeth Garvin's draft recommendation adopting or creating Innovative Housing Strategies.
4. March 9 is the Parks Committee meeting.
I will be on leave the week of March 20.

TREASURER'S REPORT

FEB. 27, 2023

EFT PHONE CREDIT CARD PHONE CREDIT CARD ONLINE CREDIT CARD PHONE CREDIT CARD TOWN HALL SWIPE

Date	Count	eCheck	telCheck	CHECK TOTAL	eCard	telCard	vCard	CARD TOTAL	GRAND TOTAL
2/1/2023	3	\$0.00	\$0.00	\$0.00	\$119.52	\$0.00	\$65.06	\$184.58	\$184.58
2/2/2023	1	\$0.00	\$0.00	\$0.00	\$69.50	\$0.00	\$0.00	\$69.50	\$69.50
2/3/2023	2	\$0.00	\$0.00	\$0.00	\$131.50	\$0.00	\$200.10	\$331.60	\$331.60
2/4/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/5/2023	1	\$0.00	\$0.00	\$0.00	\$72.50	\$0.00	\$0.00	\$72.50	\$72.50
2/6/2023	1	\$131.50	\$0.00	\$131.50	\$0.00	\$0.00	\$0.00	\$0.00	\$131.50
2/7/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/8/2023	2	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00	\$300.00
2/9/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/10/2023	1	\$300.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
2/11/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/12/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/13/2023	1	\$0.00	\$0.00	\$0.00	\$69.50	\$0.00	\$0.00	\$69.50	\$69.50
2/14/2023	1	\$137.42	\$0.00	\$137.42	\$0.00	\$0.00	\$0.00	\$0.00	\$137.42
2/15/2023	2	\$69.50	\$0.00	\$69.50	\$69.50	\$0.00	\$0.00	\$69.50	\$139.00
2/16/2023	2	\$0.00	\$0.00	\$0.00	\$204.06	\$69.50	\$0.00	\$273.56	\$273.56
2/17/2023	3	\$0.00	\$69.50	\$69.50	\$201.00	\$0.00	\$0.00	\$201.00	\$270.50
2/18/2023	2	\$0.00	\$0.00	\$0.00	\$139.00	\$0.00	\$0.00	\$139.00	\$139.00
2/19/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/20/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/21/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/22/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/23/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/24/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/25/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/26/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/27/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/28/2023	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	22	\$638.42	\$69.50	\$707.92	\$1,376.08	\$69.50	\$265.16	\$1,710.74	\$2,418.66

UTILITY PAYMENTS 2/1/23 - 2/21/23
WITH CREDIT CARD OR EFT

In most cases, the energy assistance benefit is paid directly to the household energy supplier. In most cases, if you are approved for LEAP, payments are made directly to your primary heating fuel vendor and a notice will be sent to you informing you of the benefit amount. Other benefits provided by LEAP include repair or replacement of a home's primary heating system, such as a furnace or wood-burning stove. The program does not provide financial assistance for any type of temporary or portable heating.

LEAP eligibility

If your income is up to 60% of the state median income level, you may qualify for heating assistance through LEAP. The state median income level used for the 2022-23 LEAP season was released by the U.S. Department of Health and Human Services in July 2022. The amount of the energy assistance benefit varies depending on a variety of factors, including the primary heating fuel costs and income.

Learn more about LEAP program eligibility

Low Income Household Water Assistance Program (LIHWAP)

CDHS received additional funding from federal government to assist low income households with their water services. LIHWAP was created to provide a benefit to qualifying household to help reconnect their disconnected drinking water or waste/sewer services, or help the household if facing disconnection with their drinking water and waste/sewer services, or if they have a past due amount with their drinking water and waste/sewer services. LIHWAP can also assist with water included rent and the rent is past due or facing eviction. Funds are limited and are on a first come first serve basis.

To qualify for this assistance, the household must meet these criteria:

- Be approved for LEAP during November 1, 2022 - April 30, 2023
- Complete the [English/Spanish LIHWAP Addendum \(https://drive.google.com/file/d/1Cgbq-Wduli1zPETq26cbFuDHckGxIQY2/view?usp=sharing\)](https://drive.google.com/file/d/1Cgbq-Wduli1zPETq26cbFuDHckGxIQY2/view?usp=sharing) within the LEAP application and submit a copy of your water bill.
- Must pay drinking water services and/or waste/sewer services directly to a water vendor.
- Services must be in disconnected, facing disconnection, or have a past due amount on the bill.
- For households with water included in rent, rent must be past due or facing eviction.

For households whose water services are paid through group metering, or have well water, please refer to the Emergency Rental Assistance Program (ERAP) <https://cdola.colorado.gov/rental-mortgage-assistance> (<https://cdola.colorado.gov/rental-mortgage-assistance>)

How to apply

LEAP only accepts applications between November and April. Click below to learn more about applying for LEAP benefits, including a checklist to help you prepare your application. If you're looking for assistance outside of LEAP season, it may be available. Please call 1-866-HEAT-HELP (1-866-432-8435) for more information.

In most cases, the energy assistance benefit is paid directly to the household energy supplier. In most cases, if you are approved for LEAP, payments are made directly to your primary heating fuel vendor and a notice will be sent to you informing you of the benefit amount. Other benefits provided by LEAP include repair or replacement of a home's primary heating system, such as a furnace or wood-burning stove. The program does not provide financial assistance for any type of temporary or portable heating.

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Learn more about LEAP program eligibility

You may qualify for LEAP benefits if you:

- Pay home heating costs, either directly to a utility company or to a landlord as part of rent.
- Earn a maximum family household income that does not exceed 60% of the state median income level.
- Provide proof of lawful presence in the U.S., for you and household members born outside of the U.S. Valid forms of identification include:
 - Naturalization Certificate, or
 - Born Abroad Certificate, or
 - U.S. Passport
 - Permanent Resident Card, or
 - Documentation of Refugee or Asylee status

Use the table below to determine your monthly gross income according to your household size. Household refers to all people living with you and for whom you are financially responsible. The table displays updated income guidelines for the 2022-2023 season that begins November 1, 2022.

Household Size	Maximum Gross Monthly Income
1	\$2,880
2	\$3,766
3	\$4,652
4	\$5,539
5	\$6,425
6	\$7,311

**Town of Dolores
Resolution No R521
Series 2023**

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

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

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

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

WHEREAS the Town elects to continue using the engineering services of SGM, Inc. Project Needs Assessment (PNA) per the SRF process to better understand the eligible principal forgiveness, interest rate, needed loan amount, and required water rate increase to advance the Town's 2018 Water and Sewer Master Plan,

WHEREAS the Town finds that SGM Inc. has the best value suited to the Town's situation and purposes in the amount of \$25,450 for the engineering services identified in SGM Inc.'s fee proposal attached hereto as Exhibit A; and,

WHEREAS the Town's responsibility will be one half of the \$25,450.00 identified in the fee proposal (\$12,725.00) with the remaining half to be provided from funds awarded by DOLA for this purpose in the amount of \$12,725.00.

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

Section 1. The Town Board of Trustees hereby awards the contract for services for the Project Needs Assessment identified in the 2018 Water and Sewer Master Plan and as set forth in greater detail in Exhibit A, attached hereto, in the amount of \$24,450, committing funds to pay for said services.

Section 2. The Town Manager is authorized to execute a contract with SGM, Inc. for said engineering services consistent with this resolution.

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

Passed, adopted, and approved February 27, 2023.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Leigh Reeves

Attest: _____, Town Clerk Tammy Neely

E-mail: catherinec@sgm-inc.com

February 9, 2023

Email: manager@townofdolores.com

Mr. Ken Charles
Town Manager
Town of Dolores
420 Central Avenue
Dolores, CO 81323

RE: Proposal: Project Needs Assessment for Water Distribution System Replacement Phase 2

Dear Ken,

This letter presents SGM's proposed scope and fee for Planning services as required by the Colorado Department of Public Health & Environment (CDPHE) State Revolving Fund (SRF) Loan program process. SGM has helped numerous municipal clients successfully fund drinking water and wastewater projects via SRF Loans (Cortez Sanitation District, Town of Mancos, City of Craig, Town of Silverton, Pagosa Area Water and Sanitation District, and others). A general outline of the SRF process can be found under **Attachment A**. SGM strives to assist our clients with making the best possible decisions to meet the needs of their crucial water infrastructure and we look forward to the opportunity to continue working with you.

PROJECT BACKGROUND

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

Following SGM's report recommendations, the Town elected to move forward with planning activities for a SRF Loan application for the Waterline Replacement Phase 2 project. SGM facilitated submittal of a pre-qualification form and attended a pre-qualification meeting with Town staff and SRF program representatives on December 20, 2022. During that meeting, SRF Representatives disclosed that the Town is eligible for Bipartisan Infrastructure Law (BIL) principal forgiveness and may receive up to 50% of their loan as principal forgiveness, subject to funding availability and principal forgiveness caps. The Town also appears to be eligible for disadvantaged community (DAC) status and may qualify for a Design & Engineering grant, reduced interest rate, and some additional principal forgiveness through existing base funding programs. DAC status will be determined during the Project Needs Assessment (PNA) review. However, the proposed loan has a low coverage ratio and would create high community debt burden. Based on an example 20-year loan term and 3% interest rate, additional annual revenue would be necessary to meet the loan's 110% coverage ratio requirement.

PROPOSED SCOPE OF WORK

The objective of this scope of work is to complete a Project Needs Assessment (PNA) per the SRF process to better understand the eligible principal forgiveness, interest rate, needed loan amount, and required water rate increase. The Town will complete the financial sections of the PNA to the best of their ability. SGM will complete the environmental and technical sections of the PNA and develop cash flow models.

Task 1: Project Management

SGM will communicate with the Town and CDPHE as we prepare the PNA. Additional financial information will be requested from the Town to complete the PNA. We will also manage our technical team, budget, and schedules in this Task. We will support the Town with their \$10,000 planning grant reimbursement request. The planning grant requires a 20% local match.

Task 2: Environmental Reviews

SGM will conduct desktop and field surveys to complete the SRF environmental checklist. The project appears to meet the criteria for a Categorical Exclusion as the State Environmental Review Process states a CatEx may be granted for projects where no federal crosscutters are impacted, there are no known or expected Extraordinary Circumstances, and the facilities planning are solely directed toward: distribution line replacement; minor upgrades and expansions of existing water systems in communities of 10,000 population or less. However, coordination with the local floodplain manager and State Historic Preservation Office (SHPO) will be required.

Task 3: Project Needs Assessment

SGM will complete the project needs assessment (PNA) and submit forms through Colorado Environmental Online Services (CEOS). We will develop cash flow scenarios based on the anticipated loan amount, loan timeframe, growth rate of the water system, and potential water rate increases. SGM will attend a Public Meeting to discuss the findings of the PNA including the anticipated water rate increase. We will also respond to questions and comments from CDPHE and DOLA in this Task.

FEE PROPOSAL

The table below summarizes the proposed labor and expense fees for the services described above.

Task Description	Labor	Reimbursable	Total Fees
Task 1 - Project Management (assumes 4-month duration)	\$3,960	\$0	\$3,960
Task 2 - Environmental Reviews	\$6,640	\$60	\$6,700
Task 3 - Project Needs Assessment	\$14,730	\$60	\$14,790
Total Fee	\$25,330	\$120	\$25,450

SGM estimates the professional fees and expenses for this scope of services not to exceed \$25,450. A detailed fee estimate is provided as **Attachment B**. All professional fees will be billed on an hourly basis according to SGM's 2023 hourly rate schedule, provided as **Attachment C**.

Ken Charles
February 9, 2023

SGM's fee estimate assumes cultural resources will not be identified within the project area. If cultural resources are identified, then a Cultural Resources subconsultant would be required to survey and consult with SHPO for an additional fee. SGM will seek authorization from the Town prior to proceeding with work outside the proposed scope that may require a change order.

On behalf of the SGM team, I would again like to thank you for the opportunity to submit this letter proposal. We are excited about the opportunity to work with you. Please contact me at 970-403-0952 with any questions.

Sincerely,

SGM



Catherine Carella, PE
Project Manager

Attachments: A. SRF Loan Program Steps
B. Engineering Services Fee Estimate
C. SGM's 2023 Hourly Rate Schedule

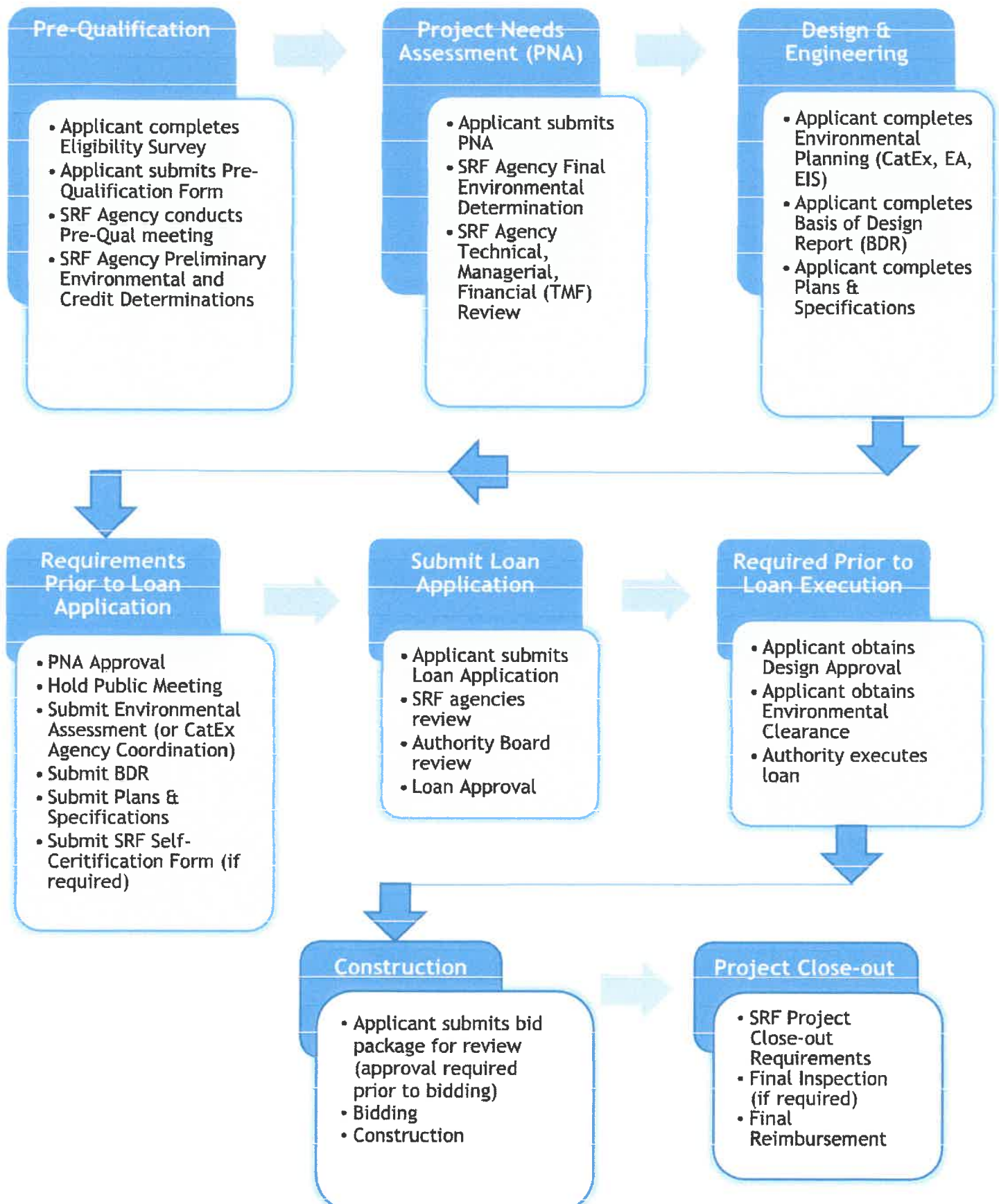
Town of Dolores Approval:

Mr. Ken Charles
Town Manager, Town of Dolores

Date



Drinking Water Revolving Fund (DWRf) Loan Program Steps



Client: Town of Dolores
Project: Waterline Ph. 2 Project Needs Assessment
SGM #:
Project Manager: Catherine Carella

Date: 2/9/2023

[illegible]



Fee Schedule January 2023
Hourly Rate

PRINCIPAL ENGINEER.....	\$224.00
SENIOR ENGINEER III.....	\$206.00
SENIOR ENGINEER II.....	\$193.00
SENIOR ENGINEER I.....	\$180.00
ENGINEER IV.....	\$165.00
ENGINEER III.....	\$151.00
ENGINEER II.....	\$130.00
ENGINEER I.....	\$112.00
SENIOR PROJECT MANAGER.....	\$164.00
PROJECT MANAGER.....	\$152.00
PRINCIPAL CONSULTANT.....	\$224.00
SENIOR CONSULTANT II.....	\$186.00
SENIOR CONSULTANT I.....	\$158.00
CONSULTANT III.....	\$136.00
CONSULTANT II.....	\$119.00
CONSULTANT I.....	\$107.00
TECHNICIAN III.....	\$92.00
TECHNICIAN II.....	\$78.00
TECHNICIAN I.....	\$66.00
CLERICAL.....	\$84.00
SENIOR CADD/GIS.....	\$152.00
CADD/GIS III.....	\$131.00
CADD/GIS II.....	\$119.00
CADD/GIS I.....	\$97.00
CONSTRUCTION MANAGER.....	\$144.00
CONSTRUCTION TECHNICIAN II.....	\$131.00
CONSTRUCTION TECHNICIAN I.....	\$119.00
PRINCIPAL SURVEYOR.....	\$180.00
LAND SURVEYOR III.....	\$165.00
LAND SURVEYOR II.....	\$149.00
LAND SURVEYOR I.....	\$134.00
SURVEY TECHNICIAN III.....	\$120.00
SURVEY TECHNICIAN II.....	\$108.00
SURVEY TECHNICIAN I.....	\$97.00
FIELD SURVEY (1-Man Crew).....	\$172.00
FIELD SURVEY (2-Man Crew).....	\$229.00
SUE FIELD PROJECT MANAGER.....	\$198.00
SUE FIELD TECHNICIAN.....	\$137.00
EXPERT TESTIMONY.....	\$365.00

REIMBURSABLES

<u>Equipment</u>	<u>Rate</u>
Vehicle Mileage.....	Current IRS Standard Mileage Rate
ATV / Snowmobile.....	\$125.00/day
UTV.....	\$250.00/day
Flow Tote.....	\$125.00/day
<u>Reproduction</u>	
Black & White Plots.....	\$ 5.50/sheet
Mylar Plots.....	\$19.00/sheet
Color Plots.....	\$30.00/sheet
Photocopies.....	\$ 0.25/page
<u>Miscellaneous</u>	

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

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Town of Dolores	State: Colorado
Authorized Signatory: Leigh Reeves, Mayor	
Address 1: 420 Central Avenue	
Address 2: PO Box 630	
City, State, Zip: Dolores, CO 81323	
Phone: 970 882 7720	
Email: manager@townofdolores.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Leigh Reeves

Title: Mayor

Date: February 27, 2023



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Town of Dolores	State: Colorado
Authorized Signatory: Leigh Reeves, Mayor	
Address 1: 420 Central Avenue	
Address 2: PO Box 630	
City, State, Zip: Dolores, CO 81323	
Phone: 970 882 7720	
Email: manager@townofdolores.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Leigh Reeves

Title: Mayor

Date: February 27, 2023



EXHIBIT K

Subdivision Participation Form

Governmental Entity: Town of Dolores	State: Colorado
Authorized Official: Leigh Reeves, Mayor	
Address 1: 420 Central Avenue	
Address 2: PO Box 630	
City, State, Zip: Dolores, CO 81323	
Phone: 970 882 7720	
Email: manager@townofdolores.com	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Leigh Reeves

Title: Mayor

Date: February 27, 2023



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Town of Dolores	State: Colorado
Authorized Signatory: Leigh Reeves, Mayor	
Address 1: 420 Central Avenue	
Address 2: PO Box 630	
City, State, Zip: Dolores, CO 81323	
Phone: 970 882 7720	
Email: manager@townofdolores.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Leigh Reeves

Title: Mayor

Date: February 27, 2023



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Town of Dolores	State: Colorado
Authorized Signatory: Leigh Reeves, Mayor	
Address 1: 420 Central Avenue	
Address 2: PO Box 630	
City, State, Zip: Dolores, CO 81323	
Phone: 970 882 7720	
Email: manager@townofdolores.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Leigh Reeves

Title: Mayor

Date: February 27, 2023



Skate Park Meeting with Ken and Jon

2/16/23

In Attendance:

Ken Charles manager@townofdolores.com (970) 759-0016

Jon Kelly jkelly@westslopelaw.com (970) 882-4442

Erin Neer erin@sweetbooksllc.com (970) 729-1619

Jacob Carloni jacob@doloresbikepark.com (203) 804-3116

Emily Spahn emilyspahn@sagemessaging.com (202) 421-7189

Mindi Clark mindiclark@me.com (970) 769-0072

Mychal McCormick mychalmccormick@gmail.com (623) 466-5131

Any notes or policy changes, send to Ken Charles and he will disseminate as needed.

Jake will coordinate a meeting between Ken, Jon, himself and Dalton with American Ramp Company

How will we work with the town and park committee moving forward? What are the steps from today to our end goal and also for maintenance once the park is built?

- We will need an MOU with the bike park group and the town of Dolores for paying vendors. MOU between Onward and the town of Dolores as well?
- Example used from when the playground was built. Town put out an RFP for vendors. Playground was a design/build project. Town purchased all of the materials. Received GOCO grant as well as Kaboom grant through Colorado Health Foundation. There was a lot of volunteer work as well as money raised to build. The Parks Committee worked with the playground designers. The playground group donated the money raised to the town when it was time to start paying for materials and contractors.
- Bike/Skate park will need to have an agreement with a local organization (SWICA or Devo?) for maintaining the dirt track and jumps.

Grant Writing

- When writing grants, we must be clear of the mechanics so that grantors know we need to cut checks to the town of Dolores and they will pay the vendors.
- For grant writing, will need a letter of support from the town of Dolores as well as the parks committee if possible.

Next Steps

- Jon Kelly needs to review the deed restriction on the park. Area is built up using fill and water will come to the edge when the lake is full. Are there any wetlands we need to be aware of? Will need to make sure everything drains adequately so that the area doesn't flood.
- Look into project specific issues. Flood lines. Must be built 1 foot about the flood lines. Jake mentioned the survey that was done allows 2 feet. Is the park considered a "structure" through FEMA?
- GOCO grant awards should be announced any day. If we are awarded funds, any engineering should be done soon.
- Colorado Parks and wildlife study to make sure the park won't negatively impact wildlife. Also part of the GOCO funding if awarded.
- Army Corps of engineers. Make sure the design and location are run by them, they will screen or complete a study of the project. May require permits.
- Look into other spaces within the park if the bike park cannot go in the proposed area for any reason. The dog park area is a possibility.
- Jake will coordinate a meeting with Ken, Jon and Dalton from American Ramp Company

On Tue, Feb 21, 2023 at 5:33 PM Shalako Powers <shak@region9edd.org> wrote:
Ken,

In preparation for BEAD funding, the Colorado Broadband Office is asking the communities in Colorado to become "Broadband Ready" by following the steps below. I am trying to help make sure the communities across the region are "Broadband Ready." I would like to set a time to discuss the State's checklist with you, come up with a strategy, and then get on an agenda to discuss it with the Board. Here's the checklist from the CBO:

Broadband Ready Checklist:

STEP 1 - PLANNING

Identify Project Leadership

Identify a local champion willing and eager to become immersed in all things broadband. The champion will carry the torch for the effort by advocating for new or improved fast, reliable, and affordable broadband connectivity, establishing the broadband team, and coordinating communication with stakeholders. The champion will identify resources for feasibility studies/assessments and pursue grant funding opportunities.

Task 1: Identify organization that will serve as lead agency for broadband efforts –

Task 2: Select individual to be the main point of contact and broadband champion

– **Would this best be you, a staff person, a representative from an ISP?**

Ken Charles&David Doudy

Broadband Ready Community Program 1

Establish a Broadband Team

The champion can't go it alone! It takes a team for broadband development to become a reality. The broadband team often includes locally elected leaders, local government staff, community organization leaders, and others with expertise and knowledge of broadband. You may also consider talking with neighboring communities or counties to determine if there is a shared interest in delivering broadband to residents. The Broadband Team will be instrumental in developing policies, guidelines, and processes that will ensure smooth implementation of projects.

Task 1: Identify and meet with community leaders –***School, Library, DSB, Chamber, Town Trustee, Empire Electric, Public Lands Office***

Task 2: Determine roles and responsibilities for broadband team –

Task 3: Reach out to neighboring communities – **The County, Cortez and Dolores are already participating regionally.**

Engage the Local Community

The Broadband Team should engage the local community to better understand local needs and help set goals for the project. Consider consulting with community anchor institutions like schools and libraries, businesses, agriculture operations, public safety organizations, medical facilities, special districts, civic groups, houses of worship, state parks and other recreational facilities, and others who might be able to provide input on the project.

Task 1: Identify community stakeholders and develop a contact list ***Region 9 to Host kick-off meeting***

Task 2: Meet with community anchor institutions to gather feedback –

STEP 2 - DETERMINE PARTNERSHIP MODEL

Evaluate Partnership Model Options

There are several models for delivering broadband service to your community, county, or region. In some cases, a local government may choose to build, maintain, and operate the network. In other cases, public-private partnerships may be formed in which the local government may invest matching funds/assets to share in the cost of building the infrastructure, but then rely on a private internet service provider (ISP) to maintain and operate the system and/or deliver the last-mile connectivity to homes, business, and anchor institutions. In determining the best approach, a community should evaluate capacity and the costs of ensuring long-term sustainability of a broadband deployment.

Task 1: After evaluating pros and cons of various partnership models, make a selection –

Task 2: Determine what regulatory and policy actions are necessary for selected partnership model – **Are you aware of any land use or policy changes that need to be addressed?**

Identify Local Internet Service Providers (ISPs)

It's important to have a conversation with local ISPs that might have potential to be project partners. The ISPs will have an understanding of service gaps and areas where expansion is needed. They may be willing to share future plans for expansion or discuss challenges to delivering service to an area. If pursuing a public-private partnership, establishing a relationship with your local ISP will be critical. Communities should be aware of their local procurement guidelines/policies before reaching out to ISPs.

Task 1: Research and understand local procurement guidelines and policies

Task 2: Contact local ISPs and request a meeting to learn about any plans for expansion, barriers, and potential for partnerships

Evaluate Funding Availability and Resources

Determine what type of local financial resources are available for project planning. In addition, most grant programs require a match from the local area to be served. For the construction phase, additional financial resources will likely be required. Explore state and federal opportunities such as the Capital Projects Fund (CPF), Broadband Equity, Access, and Deployment (BEAD), the Colorado Department of Local Affairs (DOLA)

Energy/Mineral Impact Assistance Grant Program (EIAF), and the US Department of Agriculture ReConnect Programs.

Task 1: Research and compile a list of funding resources:

Contact your Colorado Department of Local Affairs regional manager

Contact Colorado Broadband Office staff

Explore other local, state, federal, and private opportunities.

STEP 3 - PARTICIPATE IN A LOCAL OR REGIONAL BROADBAND PLANNING PROCESS Participate in a Local or Regional Broadband Planning Process

Communities must understand their vision for broadband. Participating in a strategic planning process, such as the development of a local or regional broadband plan, or similar effort will be essential in deploying broadband infrastructure. The broadband planning effort should result in a document that identifies service gaps and outlines how the community will achieve broadband connectivity. The plan should include a prioritized list of routes and preferably a cost estimate to provide service by location. Please contact CBO for examples of broadband plans.

Colorado Department of Local Affairs (DOLA) Energy/Mineral Impact Assistance Grant Fund (EIAF) also has assistance available to develop local and regional broadband plans.

Task 1: Identify potential partners for broadband plan development

Task 2: Identify and pursue available funding resources

Task 3: Consider seeking a broadband specialist to develop the plan or strategy. – In addition to getting a regional representative from Dolores, I would like to be sure that the Region is well represented when the State begins their BEAD 5-year planning process

Conduct an Asset Inventory

A successful broadband project requires creating an inventory of infrastructure assets and understanding who manages those assets. The inventory will determine if there are existing resources, such as existing pole routes, locally-managed rights of way, existing partnerships, funding, etc., that will aid in the deployment of broadband infrastructure.

Task 1: Identify owners of rights of way along project route

Task 2: Determine route feasibility, cost and timeline of acquiring access to these rights of ways and assets

Address Potential Barriers to Completion

Broadband projects may face a variety of potential delays. Communities seeking to attract broadband deployment should review local permitting, easement, and zoning processes, and evaluate administrative capacity or potential workforce shortages. In addition, projects crossing federal lands, such as those managed by the U.S. Forest Service or the Bureau of Land Management, require special permitting and environmental reviews.

Task 1: Understand permitting, easement, and zoning requirements for proposed project(s)

Task 2: If applicable, establish relationship with local, state, and federal land managers

Task 3: If applicable, understand the National Environmental Policy Act (NEPA) requirements. Hiring a consultant specializing in environmental reviews may be required

Task 4: Ensure that your organization is registered with Sam.gov and has the required Unique Entity Identifier (UEI) number (this can take 90 days or longer) if planning to seek federal funding.

Broadband Ready Community Program 4

Contact Electric and Other Utilities

Whether your municipality receives electricity from investor-owned utilities, such as Xcel Energy, an electric cooperative, or a municipal provider, electric utilities have a role to play in broadband deployment. Several Colorado electric providers participate in the delivery of both middle-mile and last-mile broadband projects in our state. In addition, other utilities, such as water or sewer operators, may also be important partners since they already have a connection to most homes, businesses, and anchor institutions in your area.

Task 1: Identify and contact electric utilities to explore available resources (pole attachments) and potential partnerships

Task 2: Identify other utilities (water, sewer, gas, etc.)

STEP 4 - ESTABLISH PROJECT COMMUNICATIONS

Develop a Project Communications Plan

Maintaining open communication with project partners, stakeholders, and the community throughout the course of the project is key to its success. Establish a mechanism to collect and report on project milestones. Also acknowledge from the onset that the project will likely change throughout its course, and be sure to adjust expectations accordingly throughout all stages of the project.

Task 1: Identify key stakeholders and points of contact

Task 2: With input from stakeholders, create a communications plan and share with stakeholders

I appreciate you taking the time to look these over. If you could let me know any areas that have not been done, or could be improved, I am happy to work with you on them.

Thank you,

Shak Powers

Regional Projects Manager

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EARLY IMAGE OF THE LAND THAT BECAME JOE ROWELL PARK. POST CARD FROM EST 1965