



AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING/WORKSHOP

APRIL 25TH, 2022 6:30 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>

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

3.1 Current Board

4. APPOINTMENT OF INCOMING BOARD: Swearing in the incoming Board. Judge Padilla to preside

- Leigh Reeves Mayor
- Todd Andrews Trustee
- Jeff Sand Trustee
- Mark Youngquist Trustee

Roll Call of incoming Board

5. ACTION/APPROVAL OF THE AGENDA

6. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

7. 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.

8. ADMINISTRATIVE BUSINESS

8.1 Appointment of Ex-Officios to the Planning and Zoning Committee, Parks/Playground Advisory Board, and Dolores Chamber of Commerce.

8.2 Special Events Permit: for The Greater Dolores Action at Joe Rowell Park, Saturday June 4th, 2022, from 10:00 a.m. to 10:00 p.m.

9. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:

9.1 Resolution R480 Series 2022 Re-appointing Town Officers.

9.2 Action/Approval Resolution R483: Approving contract for services with Logan Simpson to develop the Joe Rowell Park Master Plan

9.3 Action/Approval: Resolution R479 Series 2022, Authorizing the Town Manager to enter into an agreement with the Dolores Family Project to construct and operate a community garden in Joe Rowell Park.

9.4 Action/Approval Resolution R482 Series 2022: Approving funding request to the Colorado parks and Wildlife-2022 Human-Bear Conflict Reduction grant program.

10. STAFF REPORTS/PRESENTATIONS:

10.1 Managers Report:

10.2 Manager and Attorney Presentation - discussion on Board protocols, open meetings, conflicts, and exparte communication, and other rules of Board Member conduct.

11. OTHER ORGANIZATIONS:

12. ADMINISTRATIVE BUSINESS:

13. FUTURE AGENDAS:

- Workshop items-Workforce housing initiative, Conservation easement of town owned properties, 2022 projects
- Liquor license approval for Spirits in the Sky LLC.

14. TRUSTEES REPORTS AND ACTIONS:

15. ADJOURNMENT:

(Instructions on Reverse Side)

APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- ☒ Appropriate fee.
- ☒ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.

Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.

- ☒ Copy of deed, lease, or written permission of owner for use of the premises. - *Park Rental App. Submitted*
- ☒ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- ☐ If not incorporated, a NONPROFIT charter; or
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) ~~AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.~~ *At least Forty-Five (45) Days*
- ☐ THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-108 C.R.S.)
- ☐ ~~AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.~~
- ☐ ~~CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE.~~

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GREATER DOLORES ACTION

is a

Nonprofit Corporation

formed or registered on 05/16/1996 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961066928.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/04/2022 that have been posted, and by documents delivered to this office electronically through 04/05/2022 @ 22:16:43.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/05/2022 @ 22:16:43 in accordance with applicable law. This certificate is assigned Confirmation Number 13924122.



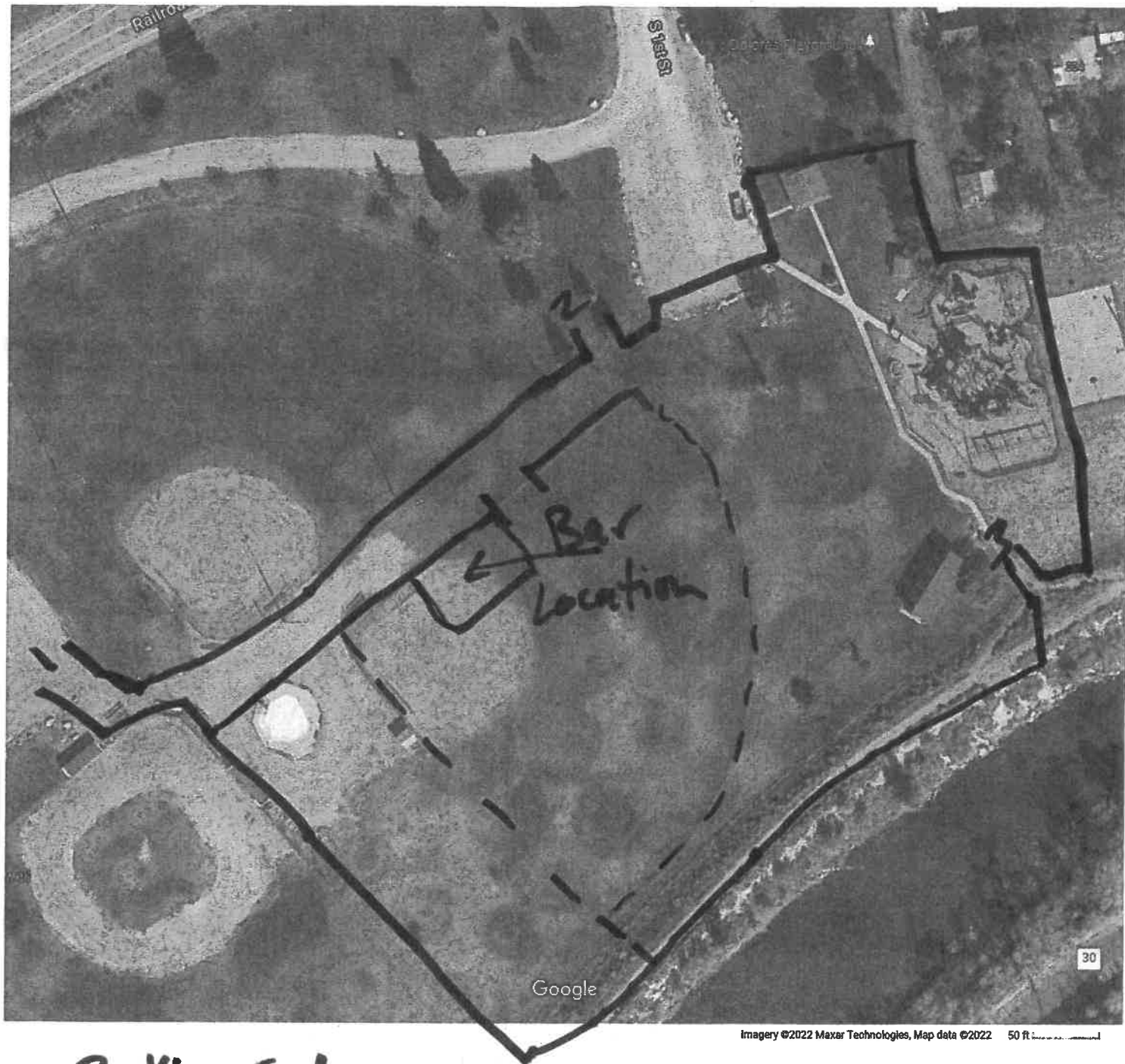
Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Google Maps



- 1- Parking Gate
- 2- Front Gate
- 3- River Gate

Special Event
Permit
Restricted Alcohol
Perimeter
6/4/22

JOE ROWELL PARK CONTRACT



Town of Dolores
420 Central Ave
P O Box 630
Dolores, CO. 81323
Phone 970-882-7720
Fax 970-882-7466

JOE ROWELL PARK
APPLICATION/AGREEMENT

DATE OF APPLICATION: 4.5.22

General Information

1) Will you be applying for a Special Event permit? Yes ☒ No ☐

If you are a non-profit and will be applying for a Special Events permit for alcohol there is a **minimum 60 day process**. Please inquire at the Dolores Town Hall 970-882-7720. (See page #4 for supplemental requirements.)

2) Describe area and provide a detailed drawing of location and layout for the event.

See Attached, Online Application

Organization/ Group Name:

Greater Dolores Action

Contact Person's Name:

Scott Clow

Mailing Address:

PO Box 1453

Phone Number:

970-570-3546

E-mail:

scott@greaterdoloresaction.org

Cell Number:

Alternate Contact Person:

John Chmelir

E-mail:

john@greaterdoloresaction.org

Phone Number:

970-799-3653

Cell Number

3) Date and Times of Use 6/2-6/6

from: 12:00

to: 7 PM

(set-up)

(all equip. removed)

4) Purpose of Use

Dolores River Festival

5) Activities:

Music, Raft Rides, Food, Beverage,
Vendors, Children's Fun.

JOE ROWELL PARK CONTRACT

6) Size of Group

2000 on 6/4

7) Park/Pavilion use fees

Under 100

Single day \$50

\$

Multi-day \$250

\$

Over 100

Single day \$250

\$

Multi-day \$500

\$ 500

Damage Deposit:

\$100 small group

\$

\$500 large group

\$ 500

8) Additional fees:

Ball fields free for sports use.

for other than sports games: \$20.00 each/day

\$ 100

Electricity use:

Accessory power pole: \$10.00/day

\$ 20

Ball field lights: \$10.00/day

\$ 10

Equipment loans: \$25.00/day

\$

Parking lot closure: \$10.00/day

\$ 10

Total Fees:

\$ 1140

9) PAYMENT in Separate Checks Please: Fee

640

Deposit

500

10) Conditions of Use: Permit Holder shall agree to the following conditions selected:

☒ Proof of insurance in accordance with Town of Dolores Ordinance #497

☒ Clean up the area used

☒ Provide portable toilets (see page 4)

☒ Provide trash removal services (see page 4)

☒ Provide law enforcement

☒ Provide security

☒ Provide fencing

☒ Access to second street gate

☒ Permission to enter grass area with a vehicle (sprinklers to be marked in advance. NO ONE will enter until marking is done. NOTE- Town Staff requires 1 week notice minimum)

* Dogs are not allowed in playground. ☒

*Dogs are required to be on leash at all times.

*Town Ordinance #470

Camping

Camping in designated areas only with prior approval

☒ Tent camping \$5 per person per night

☒ RV \$15 per vehicle per night

Campsite Location:

Soccer Field, West Park

Approved:

Authorized Signature:

Date:

SUPPLEMENTAL FOR LIQUOR EVENTS

12.06.030 Use of public parks and recreation areas.

Town parks and recreation areas may be reserved and used for special events by groups, associations or similar organizations, by permit issued by the Town Manager upon compliance with the following terms and conditions:

- (1) Written application for a permit shall be submitted to the Town Manager containing such information as the Town Manager deems necessary to evaluate the proposed special event.
- (2) The applicant shall pay an application fee as may be established by the Board of Trustees and agrees to pay upon request the actual costs to the Town in providing any additional municipal services as may be required in connection with the special event. Additional services shall include any regular or overtime salaries of Town personnel, equipment usage, fuel, trash removal and sanitary provisions.
- (3) The applicant agrees to pay for and provide proof of liability insurance in an amount and for such coverage as may be required by the Town Manager to protect the Town from any liability for any injuries or damages of any kind which may arise out of the holding of the special event. Insurance coverage shall be in amounts not less than those recovery limits set forth in the Colorado Government Immunity Act, Section 24-10-114, C.R.S., or any successor statute thereto.
- (4) The special event shall be conducted in a manner that creates the least amount of disturbance to those persons residing near the park or recreation area and minimizes damage to public property. The applicant shall compensate the Town for all damage done to public property during the special event.

LAW ENFORCEMENT REQUIREMENTS

Special Events Permit applicants will be reviewed by local law enforcement (Montezuma County Sheriff's Dept.) to determine if additional law enforcement is required. It is **mandatory** that additional law will be provided by Montezuma County Sheriff's Department at applicant's expense.

Port-A-Pot Needs Schedule

PORTABLE TOILETS IN ADDITION TO THE AVAILABLE BATHROOMS AT JOE ROWELL PARK

<u>HOURS:</u>	<u>PORTABLE TOILETS:</u>	<u>WITH ALCOHOL:</u>
1-5 HOURS	2 ADDITIONAL TOILETS	4 ADDITIONAL TOILETS
6-10 HOURS	3 ADDITIONAL TOILETS	6 ADDITIONAL TOILETS

MORE THAN ONE DAY: TO BE EVALUATED

IF ALCOHOL IS INCLUDED AT THE EVENT THE AMOUNT OF ADDITIONAL TOILETS IS DOUBLED.

TRASH SERVICE:

<u>HOURS:</u>	<u>DUMSTER:</u>
1-5 HOURS	8 YARD CAPACITY
6-10 HOURS	10 YARD CAPACITY
MORE THAN ONE DAY:	20 YARD CAPACITY

JOE ROWELL PARK CONTRACT

Familiarity with the Law

Applicant acknowledges that he / she have been provided with a copy of the Town of Dolores Municipal Code Chapter 12.06 "Use of Public Places" and that Applicant has read and become familiar with such law. Further, by signing this Agreement, Applicant agrees to be bound by the terms, provisions and requirements of the said Chapter 12.06 of the Town of Dolores Municipal Code.

Payment of Costs

The Applicant hereby agrees to pay the Town of Dolores upon request, or within 30 days hereafter, the actual costs incurred by the Town of Dolores in providing any additional municipal services that may be required as a result or which shall arise from the Applicant's use of the park. Such costs may include any regular or overtime salaries for town personnel, and the use of Town equipment and fuel for such equipment.

Insurance

The applicant shall pay for and provide public liability and spectator's insurance in the following amounts: at least \$150,000 per occurrence / \$600,000 per aggregate occurrence. The Town of Dolores must be included as a named insured on your insurance policy, and a loss payable clause must be received prior to the event. Such coverage must be in full force and effect throughout the entire time Applicant uses the park. If, for any reason, the required insurance is not in full force and effect on the dates and times specified in this Section 9, the Town's permission to use the park shall be deemed to have been revoked and the Applicant shall not be permitted to use the park. Evidence of the required insurance shall be filed with and approved by the Town Manager at least one week prior to the commencement of Applicant's use of the park.

Conduct of Applicant

Applicant shall see that all members, guests, participants, spectators and others shall act in a responsible manner at all times while using the park, and the special event(s) sponsored by the Applicant shall be held in such a manner so as to cause the least amount of disturbance to those persons residing near the park and to minimize the damage to public property.

Waste and Sanitation Facilities

Applicant shall insure that sufficient waste containers and port – a – pots be supplied should the number of attendees exceed normal handling capacities of those facilities on site or provided by the Town.

Damages

Applicant hereby assumes financial responsibility for all damages done to public property during the time Applicant uses the park, and Applicant agrees to pay for any damages done to public property during such usage.

Revocation of Permit

This Permit may be revoked at any time by the Town.

Authority

The undersigned person represents and warrants to the Town and he / she is fully authorized to execute this Agreement on behalf of the Applicant. By signing this application the Applicant acknowledges their commitment to abide by the laws of the Town of Dolores and the conditions of this Agreement.

Signature

Date: 4.5.22

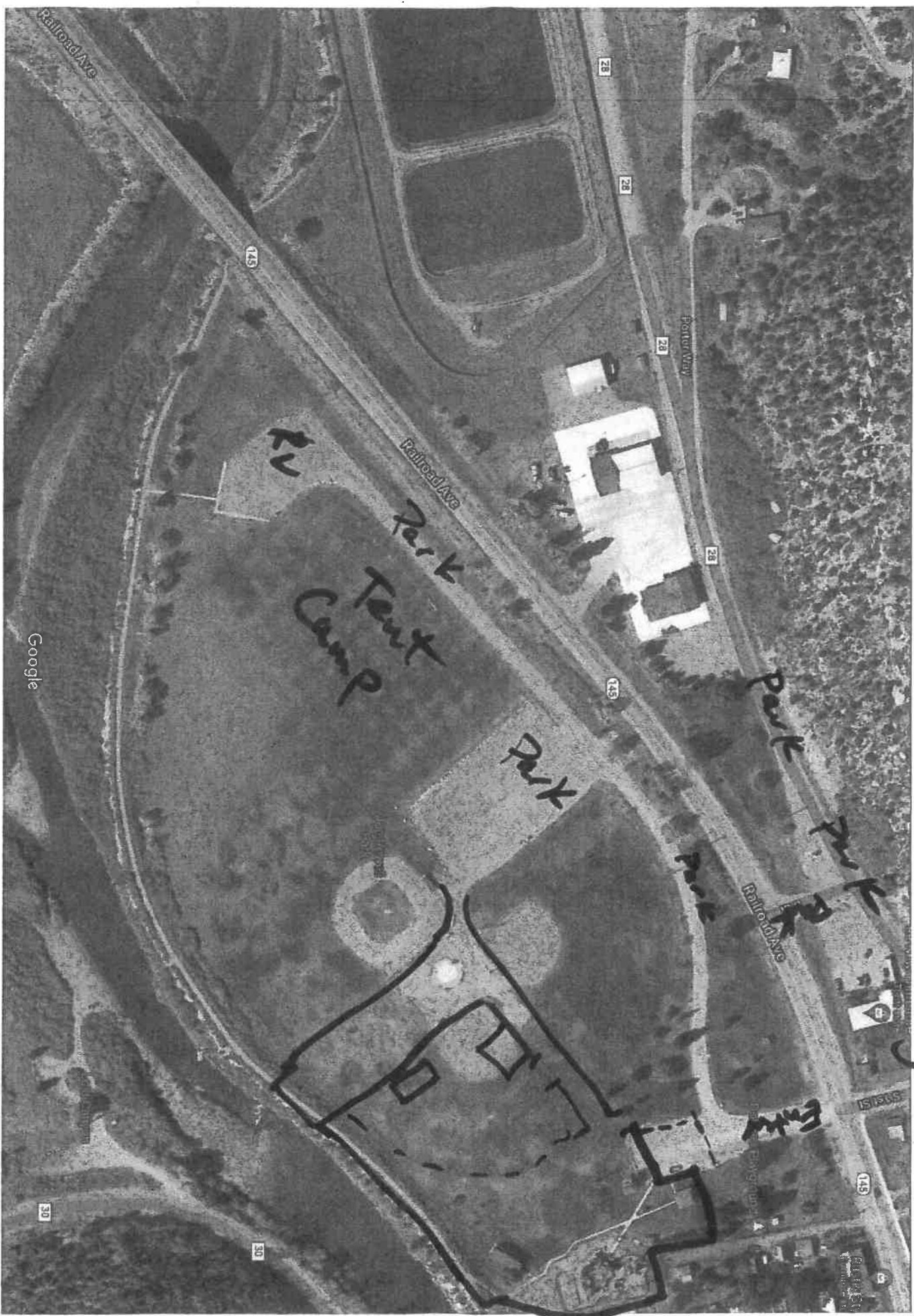
Printed Name

Seth T Clow

Town Manager Approval

Date

General Festival Layout



**Town of Dolores
Resolution No R480
Series 2022**

A RESOLUTION RE-APPOINTING TOWN OFFICERS

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

WHEREAS, CRS 31-4-301 et.seq, and CRS § 13-10-105 and Chapter 2 of the Dolores Municipal Court provides for the appointment of town officers by the Board of Trustees

WHEREAS the Board of Trustees wishes to reappoint the statutory town offices named herein;

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

1. Beth Padilla is and shall be reappointed as municipal judge;
 2. Patricia Gibson is and shall be reappointed as treasurer;
 3. Tammy Neely is and shall be reappointed as the municipal clerk;
 4. Jon L. Kelly is and shall be reappointed to serve as the town attorney;
 5. David Doudy is and shall be reappointed to serve as the building inspector, weed control officer and code enforcement office;
 6. Steve Nowlin is and shall be reappointed as town marshal pursuant to the terms of the contract for provision of law enforcement services with the Town of Dolores previously approved by resolution.
 7. Each of the aforementioned officers shall serve at the pleasure of the Board of Trustees pursuant to statute and ordinance or until the next regular municipal election.
8. Passed, adopted and approved this 25th day of April, 2022.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor

Attest: _____, Town Clerk



Discussion and Possible Action

Meeting Date: April 25, 2022
AGENDA DOCUMENTATION
ITEM ~~10~~ 9.2

TO: TOWN OF DOLORES MAYOR & TRUSTEES

**FROM: KEN CHARLES
TOWN MANAGER**

**SUBJECT: DISCUSSION AND POSSIBLE ACTION CONCERNING RESOLUTION 483
SERIES 2022 APPROVING THE CONTRACT WITH LOGAN SIMPSON (LS) TO DEVELOP
THE JRP MASTER PLAN.**

PURPOSE AND BACKGROUND

In 2021 the Parks Committee recommended the town undertake a new master plan for improvements, uses and new recreation opportunities for JRP. The town board budgeted funds for the plan. The town proceeded to develop and advertise the request for proposals (RFP) from landscape architects. The town received one reply from Logan Simpson. The Parks committee interviewed Logan Simpson April 14 and staff has reviewed the RFP and references. Parks chair Kalin Grigg's comments are included in the packet.

The committee was impressed with Logan Simpson and their interest in the town of Dolores and appear to have a solid understanding of the intent of the master plan. The RFP emphasized the importance of having a broad community conversation to fully understand the community values as it pertains to JRP. Logan Simpson wants to immediately begin the project by meeting with the Parks committee in a kick-off meeting. They also would plan to have a booth at Riverfest to collect information from the public. LS will also meet with the various stakeholders such as Dog Park interests or pump track interests.

FISCAL IMPACT

The town budgeted \$15,000 for the JRP master plan and the proposal from Logan Simpson is \$20,000. Conferring with the town treasurer we think that additional \$5,000 can be utilized from ARP funds or move \$5,000 budgeted funds from Pavilion improvements.

RECOMMENDATIONS

It is the recommendation of the town manager and Parks committee that the mayor and trustees support and approve Resolution 483 approving the contract for services with Logan Simpson to develop the JRP Master Plan.

**Town of Dolores
Resolution No R 483
Series 2022–**

A RESOLUTION AWARDING contract for services with Logan Simpson to develop the Joe Rowell Park Master Plan

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 revising the master plan for Joe Rowell Park and has sought proposals for professional services to assist in that process;

WHEREAS the Town solicited bids from qualified applications to Approving contract for services with Logan Simpson to develop the Joe Rowell Park Master Plan;

WHEREAS the Town finds that Logan Simpson, Inc. has the best value suited to the Town’s situation and purposes in the amount of \$20,000.00 for the services set forth in the attached proposal;

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 to develop a master plan for Joe Rowell Park in the amount of \$20,000 and authorizes the Mayor to execute an Agreement and the Town Clerk to attest the agreement with Logan Simpson for said services when in final form and substantially in compliance with the proposal attached hereto as Exhibit A.

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

Passed, adopted and approved April 25, 2022.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor

Attest: _____, Town Clerk

To: Dolores Board of Trustees
From: Kalin Grigg; Chair, Dolores Parks Advisory Committee
RE: Report/recommendation issuing from DPAC meeting 4/14/22
Date: 4/19/22

The Parks Committee regular scheduled meeting on 4/14 was primarily spent conducting a remote interview with Jana McKenzie and Alex Buckley, the landscape architect and designer who submitted the proposal on behalf of Logan Simpson for the Joe Rowell Park Master Plan. Our committee was extremely impressed with the proposal and 2 professionals from Logan Simpson. We unanimously and enthusiastically recommend the BOT move ahead with securing a contract with Logan Simpson for the Joe Rowell Mater Plan work beginning early May. We are fortunate to have a group of professionals of this caliber and reflecting such genuine commitment to the town of Dolores. Please move to enable the Town Manager to do what is necessary to secure a contract as soon as possible with this fine firm.



L O G A N S I M P S O N

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of _____, by and between the Town of Dolores, Colorado, (Owner), and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson (Consultant), for the Joe Rowell Park Master Plan (Project).

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES: Consultant's Scope of Services (Services) to Owner shall consist of those tasks for the Project described in Attachment A (Scope of Services), dated April 19, 2022, which is attached and made part of this Agreement.

2. COMPENSATION AND INVOICING:

A. For satisfactory performance of services, Owner shall pay to Consultant the lump sum compensation of \$20,000.

B. Consultant shall submit a progress report, if requested, and a monthly invoice for all work completed each month on a percent-complete basis. Owner shall pay Consultant within 30 days of the invoice date.

3. SCHEDULE: Services under this Agreement shall begin upon notice to proceed and be completed in accordance with the agreed upon Project schedule.

4. RESPONSIBILITY OF CONSULTANT:

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Owner.

B. Neither Owner's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. Consultant shall appoint an individual acceptable to Owner to serve as Consultant's Project Manager and primary contact for the day-to-day activities of Consultant under this Agreement. During the term of this Agreement, Consultant shall be available for consultation at such times and at such location as Owner from time to time may direct.

D. Consultant shall not make changes to key personnel designated in its proposal for the Project without Owner's prior approval which shall not be unreasonably withheld. Approval by Owner of any personnel or subcontractor shall not relieve Consultant of its liability or responsibility for the proper performance of the Services under this Agreement.

E. Consultant agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Consultant shall indemnify and hold Owner harmless from any and all fines, penalties, costs, or liability arising from Consultant's failure to comply with all applicable laws.



F. Consultant represents and warrants to Owner that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Attachment A in any jurisdiction covered by this Agreement.

G. Consultant represents and warrants to Owner that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.

5. REVIEW AND INSPECTION: Representatives from Owner are authorized to review and inspect Project activities and facilities during Consultant's normal business hours.

6. STANDARD OF CARE: Consultant represents that the Services performed by Consultant under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality as the Project under similar conditions.

7. OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall become and remain the property of Owner upon final payment to Consultant. Consultant shall not be responsible for the unauthorized reuse or modification of its work product.

8. CHANGES IN THE WORK: At any time after execution of this Agreement, Consultant may identify, or Owner may request or direct, changes in Consultant's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Consultant under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, Consultant shall promptly notify and submit to Owner, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Consultant's time or cost is justified, Owner will issue an addendum to this Agreement. Consultant shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by Owner.

9. INDEPENDENT CONSULTANT: Consultant shall at all times be an independent contractor under this Agreement with respect to performing services for Owner and is responsible for the means and methods used in performing the Services. The employees furnished by Consultant to perform the Services shall be and are Consultant's employees exclusively, and shall be paid by Consultant for all services in connection with this Agreement. Consultant shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

10. CONFIDENTIALITY:

A. In the performance of the Services, Consultant may acquire confidential information from Owner. Consultant shall not disclose to anyone not employed by Owner, nor use except on behalf of Owner, any such confidential information acquired in the performance of the Services except as authorized by Owner in writing and, regardless of the term of this Agreement, Consultant shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Owner business and information concerning the Services (either directly or indirectly acquired by Consultant, its agents or employees or developed by Consultant, its agents or employees in the performance



of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Owner without restriction. Notwithstanding the foregoing, Consultant may disclose confidential information if required by law or court order.

B. Consultant agrees that all tangible, as well as intangible forms of Owner confidential and proprietary information which Consultant acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Consultant would exercise with respect to his or her own similar property and shall be returned to Owner upon request.

11. INDEMNIFICATION: Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its officers, directors and employees, against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, incurred in connection therewith, resulting from, or arising out of the negligent acts, errors or omissions of Consultant, its subcontractors, or anyone else for whom Consultant is legally liable, in the performance of Consultant's services under this Agreement. Consultant shall not be obligated to indemnify Owner in any manner whatsoever for Owner's own negligence. In no event shall Consultant's liability exceed the amount of its available insurance proceeds.

12. INSURANCE:

A. Consultant shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.

1. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
2. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars (\$1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
3. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities for the use of owned, hired and non-owned vehicles.
4. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

B. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to Owner prior to expiration of the current policies.

C. Owner may immediately, and without notice, have all compensation withheld or suspended, suspend Consultant from providing further Services, or terminate Consultant from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this section.

D. Consultant shall require its subcontractors to indemnify Owner on the terms required by this Agreement and shall include Owner, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Consultant's coverage shall be deemed primary insurance to any similar insurance maintained by Owner.



E. Consultant shall include a Waiver of Subrogation in favor of Owner on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.

13. RECORDS RETENTION AND MAINTENANCE: Consultant shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

14. TERMINATION:

A. Owner may, by written notice to Consultant, terminate this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this contract, whether completed or in process.

B. Owner shall pay Consultant for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses.

C. Owner may suspend Consultant's Services for such period of time as Owner deems necessary. If such suspension is for Owner's convenience, Owner will issue a change order in accordance with Section 8.

D. The rights and remedies of Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. DISPUTES: If any dispute arises out of or relates to this Agreement, or the breach thereof, if the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree to submit the matter to arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The prevailing party in any arbitration or legal action between the parties herein shall be entitled to recover reasonable compensation of its attorney's fees and all costs incurred in such an action. The determination of the prevailing party and the amount of compensation to be awarded to that party shall be made by the judge or arbitrator who decides the claim, dispute or other matter. Interest shall also accrue and be payable on all liquidated, non-contingent sums at the highest rate permitted by law from the date such sums became due and payable.

16. NON-SOLICITATION: During the term of this Agreement and for two years following the termination or expiration of the Services performed under this Agreement, either Party shall not, without prior written consent directly solicit or employ, whether as an employee or independent consultant, any employee of the other Party.

17. SUCCESSORS AND ASSIGNS: Consultant shall not subcontract any part of the Services without prior written consent of Owner. Neither Consultant nor Owner shall assign any financial interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.



18. AFFIRMATIVE ACTION: Consultant shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, Consultant shall comply with all policies, plans and procedures Owner may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

19. SEVERABILITY AND SURVIVAL:

- A. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- B. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

20. GOVERNING LAW: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Colorado.

21. ENTIRE AGREEMENT: This Agreement together with the Attachments identified herein constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified or cancelled by a duly executed written change order document.

IN WITNESS HEREOF, Owner and Consultant have executed this Agreement as of the date first above written.

FOR OWNER:

Town of Dolores, Colorado
A Colorado Municipality

Name
Title

FOR CONSULTANT:

Logan Simpson Design Inc.
An Arizona corporation



Jana McKenzie
Principal

Exhibit A – Scope of Services. Joe Rowell Park Master Plan, April 19, 2022.

This section includes our proposed tasks and deliverables, for the project. All the products described below will be provided digitally, except for printed materials used in workshops and meetings. The tasks are as outlined below. Community engagement activities for each task are summarized within that task. We will organize, facilitate, and report the results of all meetings with the Parks Advisory Committee. We have included preparation for and facilitation of two public workshops and attendance at one public event and can provide materials to staff for their use at other functions.

TASK 1 – KICK-OFF CALL

All key team members will participate in a kick-off meeting with Town staff and other stakeholders and community leaders. During this day-long meeting, we will tour the site, evaluate the condition of facilities, brainstorm solutions, and identify the goals and measures of success for the project. The community engagement activities will be refined, and schedule updated accordingly.

TASK 2 – PREPARE BASE MAP AND EXISTING CONDITIONS MAP

Prepare an aerial photo base for an existing conditions map that document land ownership, parking numbers, existing floodplains, vegetation, walks and trails, and existing park features.

TASK 3 – SITE RECONNAISSANCE AND STAKEHOLDER INPUT

Participate in a kick-off meeting with the Parks Advisory Committee (PAC) and other stakeholders, community leaders and residents during the River Festival. During this two day-long meeting, we will tour the site, evaluate the condition of facilities, interview stakeholder groups/individuals, document input from the community their wants and needs, brainstorm solutions, and identify the goals and measures of success for the project.

TASK 4 – PREPARE SITE OPPORTUNITIES AND CHALLENGES EXHIBIT

Assemble all existing studies and reports gathered during the initial kick-off call and site reconnaissance meeting to develop a plan that summarizes the site's opportunities and challenges.

TASK 5 – PREPARE TWO PRELIMINARY ALTERNATIVE CONCEPTUAL PLANS

Prepare two concept plans showing potential park improvements. We anticipate one alternative will focus on keeping existing elements relatively intact with the other showing more major renovations and reconfigurations. Both will incorporate new elements that have been identified as high priority by stakeholders.

TASK 6 – VIRTUAL WORK SESSION WITH PAC

Review initial alternatives with the Parks Advisory Committee.

TASK 7 – REFINE INITIAL CONCEPTS

Based on direction provided from the PAC, refine the two alternative conceptual plans.

TASK 8 – ONLINE QUESTIONNAIRE AND WEB MATERIALS

Prepare a questionnaire and provide the Town with the link to the questionnaire, as well as the plan graphics to post on the Town's website prior to the in-person public workshop.

TASK 9 – PUBLIC WORKSHOP

Facilitate a workshop with the community to review results of the questionnaire, Opportunities and Challenges exhibit, and the two conceptual alternatives. This workshop will be facilitated by Logan Simpson and is envisioned to be structured with breakout groups to identify the best ideas that are shown in the alternatives. Each group will present and discuss the results of their deliberations, similarities, and

differences. We can use Menti polls real time to further evaluate the level of support for the most frequently mentioned elements, allowing us to identify the elements of a preferred plan.

The results of the workshop will be utilized within Task 10.

TASK 10 – DEVELOP PRELIMINARY PREFERRED MASTER PLAN

Based on the results from Task 9, Logan Simpson will develop a Preliminary Preferred Master Plan.

TASK 11 – DEVELOP PERSPECTIVE SKETCHES

We will create two 3D perspective sketches to showcase the proposed parks improvements from key viewpoints.

TASK 12 – VIRTUAL WORK SESSION WITH THE PAC

Conduct a worksession with the PAC to review the preferred master plan and perspective sketches.

TASK 13 – ONLINE QUESTIONNAIRE AND WEB MATERIALS

Prepare a questionnaire and post information collected to date on a website that the Town can send to the community for input prior to an in-person open house meeting.

TASK 14 – PUBLIC OPEN HOUSE

Facilitate an open house to present the Preliminary Preferred Master Plan and collect any final thoughts from stakeholders and the PAC on the proposed plan.

TASK 15 – FINALIZE MASTER PLAN

Based on direction provided by the PAC, finalize the Master Plan graphic.



Photo Courtesy of visitdolores.com



LOGAN SIMPSON

TOWN OF DOLORES

DOLORES JOE ROWELL PARK MASTER PLAN RFP

PROPOSAL SUBMITTED BY LOGAN SIMPSON

MARCH 23, 2022 | 3:00 PM

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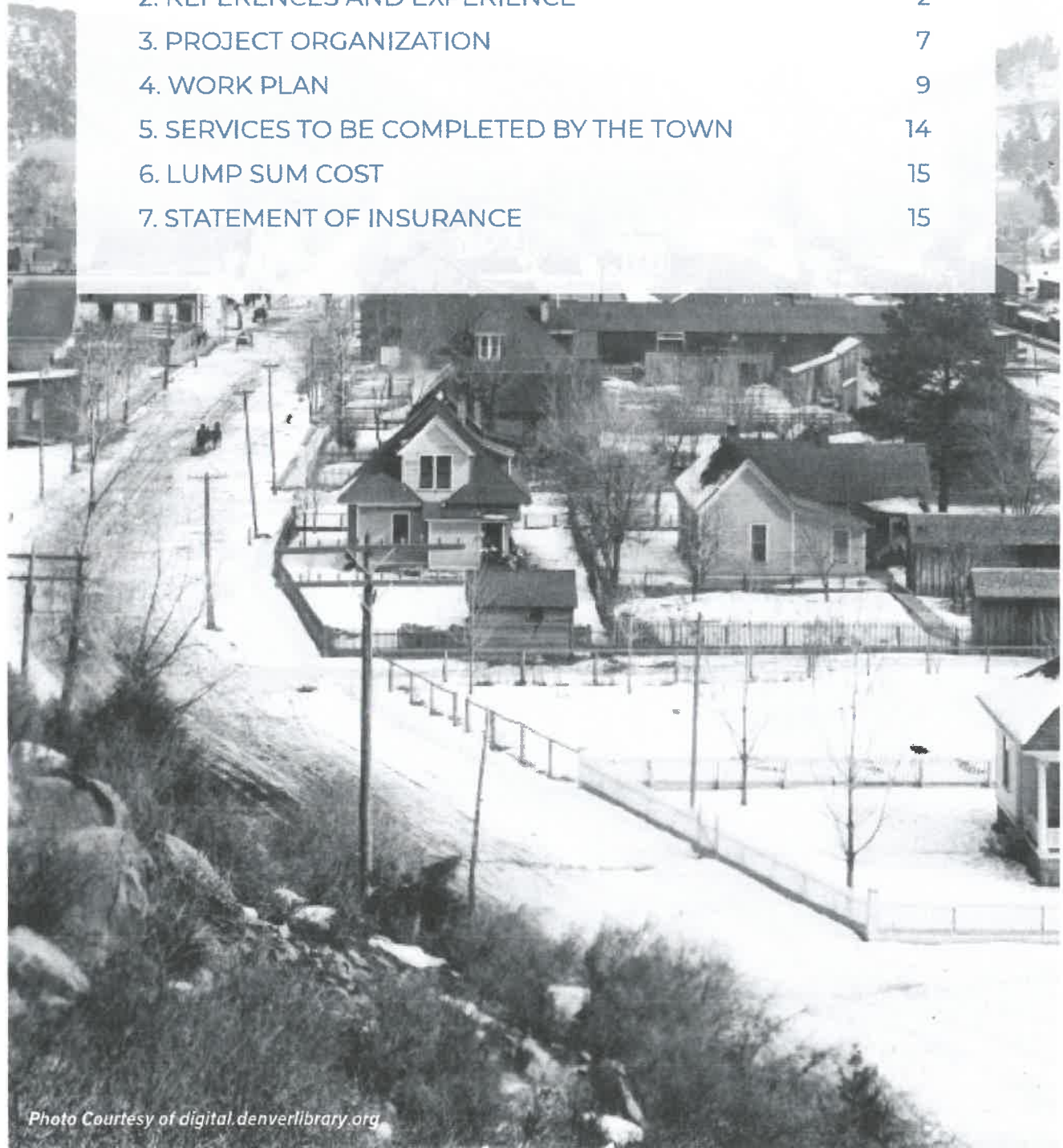


Photo Courtesy of digital.denverlibrary.org



L O G A N S I M P S O N

213 Linden Street, Suite 300
Fort Collins, Colorado 80524
P: 970.449.4100

www.logansimpson.com

March 23, 2022

Ken Charles, Town Manager
Town of Dolores
PO Box 630
Dolores, CO 81323
manager@townofdolores.com

RE: Request for Proposal for Dolores Joe Rowell Park Master Plan

Dear Mr. Charles and members of the Selection Committee,

We are excited to submit our proposal to develop a Master Plan for Joe Rowell Park – arguably the most important park in Dolores. This type of project is what we are passionate about – one that can transform the way residents and visitors experience a place, and love it so much that they want to come back and enjoy it over and over again. The residents of Dolores deserve to have experienced professionals develop a plan that is visionary while being achievable, and we believe we are a great fit for this specific project.

Logan Simpson is a multi-disciplined firm of more than 125 professionals that provides landscape architecture, community and environmental planning, and cultural and public involvement specialists. We win awards for our projects, implement inclusive and meaningful public engagement activities, and truly enjoy working with small communities. This project would be led from our Fort Collins, Colorado office, which has a staff of 29 professionals. Logan Simpson does not anticipate the use of any subconsultants for this effort.

Jana McKenzie and Alex Buckley are the staff who will develop the plan, co-creating the vision with community members. Jana has more than 35 years of experience facilitating and leading the design of parks, trails, and open spaces, as well as developing systemwide plans for parks and recreation systems in communities. She was the lead designer for the park that over the years has become Cortez's pride and joy—Parque de Vida—and developed conceptual plans for outdoor recreation areas at Vallecito and Navajo Reservoirs. Jana can put this park into the context of what is offered in the area, understand implications associated with the Dolores River floodplain, quickly analyze the utilization of space and pedestrian and bicycle connectivity, and bring ideas from many other projects to inform decisions and design solutions. Alex, with more than seven years of experience designing parks and public spaces, will work with Jana on the design and has wonderful communication, design, and graphic skills. Alex is also moving to Durango in May and would be thrilled to work on this project with you.

We look forward to discussing and refining our proposal with you so that it meets your needs and expectations. Please contact us with any questions.

Jana McKenzie, FASLA, LEED AP
Principal Landscape Architect
P: 970.449.4100 ext. 4803
E: jmckenzie@logansimpson.com

Alex Buckley
Associate Landscape Designer
P: 480.967.1343 ext. 4156
E: abuckley@logansimpson.com

2. REFERENCES AND EXPERIENCE

CUSHING PARK RENOVATION | ENGLEWOOD, COLORADO

Reference: Dave Lee, Open Space Manager | 1000 Englewood Parkway, Englewood, Colorado 80110 | P: 303.762.2341 |

E: dlee@englewoodco.gov

Completion Dates: 8/2017 – 12/2017

Cushing Park is an existing 11-acre park in the Englewood park system. The existing park facilities have become dated and user-ship is declining. Logan Simpson worked with the Parks Department to re-envision the park in order for it to function for today's needs. A new parks program was developed that kept popular amenities, and added new ones. The conceptual design phase used the new program elements to develop new conceptual plans to reinvent the park. A primary focus of the concept plans was to study the relationships between the elements and the surrounding neighborhood. Existing popular elements, such as the skate park needed to move further from the houses and be located with better public visibility. After public vetting of the plan, a final concept master plan was designed, incorporating the best of all the progress concepts and input. The final plan was then broken down into phasing areas and phased cost estimate were developed that allowed Englewood to request improvement money in future budgets and to pursue other funding options.

Cushing Park

Master Plan Full Build

Type: Community
Size: 11.15 acres
Location: Dartmouth Ave. and Inca St.

Program

- 1 Basketball Court
- Bicycle and Pedestrian Paths
- Large and Small Dog Park
- Natural / Native Landscaping Area
- Drinking Fountain
- Picnic Area/Tables
- 3 Shade Shelters
- 2 Multi-Purpose Fields
- 1 Playground
- 1 Skate Park
- Little Dry Creek and "Gold-Panning" Themed Pond
- 1 Large Plaza with Restroom and Shelters
- On-Street Parking (90 spaces)
- Paved Alley, Street Trees & Lighting
- Open Eastman Ave. to Inca St.
- New Multi-use Trail Connection along Little Dry Creek with Safety Lighting
- 9-hole Disc Golf Course



DECEMBER 2017



RUNYON SPORTS COMPLEX MASTER PLAN | PUEBLO COUNTY, COLORADO

Reference: Mike Ricottone, 1A Project Manager | 215 W. 10th Street | Room 148 | Pueblo, CO 81003 | P: 719.583.6702 |

E: ricottonem@pueblocounty.us

Completion Dates: 12/2020 – 12/2021

Logan Simpson is leading a multi-disciplined team of experts to develop a long-range vision and phased implementation plan for additions and renovations to an existing youth ballfield complex that has been home to baseball and softball games and tournaments for more than 50 years. The long-range vision may cost more than \$21 million, which will require multiple phases to implement as funding becomes available. The plan will be complete in October 2021, with first phase of construction as soon as 2023 if additional land can be acquired.

The available funding is approximately \$7.2 million for near-term improvements. Detailed cost estimating allowed the stakeholders to package elements of the vision plan that provided the greatest benefits to youth baseball and softball. These improvements include adding a high-school sized ballfield, reconfiguring circulation and parking areas to reduce conflicts between pedestrians and vehicles, creating a more intuitive wayfinding system and improving site security by reducing the number access points and establishing a main entrance gateway, shortening the outfield of an existing field to better accommodate softball and younger baseball players, adding synthetic turf to infields, and creating a new dynamic pedestrian spine to the existing core area/concourse.

The long-range vision plan includes adding two more fields, improving existing pedestrian areas, adding shade to bleachers, renovating restrooms, concessions and administrative facilities, and creating two indoor batting cages in an underutilized structure. It also includes adding trees for shade, a centralized and secure maintenance area, upgrading lights, and converting all infields to artificial turf.

Market demand was assessed for different types of youth fields, which quickly focused on adding more baseball and girls softball fields. After the regional tournament market was assessed, improvements and additions were identified that attract more tournaments to generate additional revenue to support operations and maintenance and increase spending at local businesses by out-of-town tournament families.

The process was guided by a Stakeholder Advisory Committee that included representatives from County staff, City of Pueblo, school districts, Pueblo West Metropolitan District, and the Runyon Board of Directors, who oversee the management of the facility. Other engagement activities included extensive stakeholder interviews, an interactive web site with questionnaires, and a booth at a large local festival.



DELTA PARKS, RECREATION, OPEN SPACE, AND TRAILS MASTER PLAN | COLORADO

Reference: Wilma Erven, Parks, Recreation and Golf Director | City of Delta | 76 North 200 West | Delta, Colorado 84624 | P: 435.864.2759
| E: wilma@cityofdelta.net

Completion Dates: 6/2017 – 12/2017

Logan Simpson worked with the City of Delta to create their first comprehensive PROST Master Plan. While expansive and in a beautiful mountain setting, Delta's current parks system has an aging infrastructure, limited staff resources, and low funding levels, especially relative to comparable communities. The result is a substantial list of deferred maintenance actions, which proved to be a priority for both staff and the community. Compounding the need for a community-wide plan is the surrounding area's and unincorporated Delta County's reliance on the City's recreational amenities, and the fact that major employers are declining due to the reduction of mining in the area.

The City aspires to provide a high quality of life for residents, and hopes to attract new families, visitors, and employers. Implementing the long-term vision for new recreational opportunities will help the City position itself as a desirable destination along the Gunnison River, address the needs of existing and future residents. It will also leverage the City's parks, recreation, trails and open space system to achieve broader community goals, such as public health and safety, community pride, and economic development.

In addition to a comprehensive list of maintenance, renovation, and replacement items, a level of service analysis, community comparison, and needs assessment were conducted to establish the vision, goals, actions, and park/trail standards. Recommendations included establishing level of service standards and classifications for parks, trails and open space that can be translated into development requirements. Specific recommendations were developed for park enhancements, new park locations, and trail connections. Trail connections were mapped and concept drawings for four of the existing community parks/open spaces were drafted, including a bouldering park and new river access at Confluence Park.

This plan will guide departmental budget recommendations over the next 10 to 20 years, as well as assist in obtaining additional funding and grants. After completing a reviewing of the departmental budget, tools for prioritizing, funding, and a capital improvements and implementation plan were outlined.

The plan was formulated through an inclusive process, with interviews and listening sessions to help identify needs and community priorities. The plan was adopted in December 2017.



CITY OF CHANDLER VIDA PARK DESIGN | ARIZONA

Reference: Mickey Ohland, Community Services Planning Manager | City of Chandler | 175 S Arizona Avenue | Chandler, Arizona 85225 | P: 480.782.2743 | E: mickey.ohland@chandleraz.gov

Completion Dates: 6/2019 – 11/2019

Through Community Development Block Grant (CDBG) funding, the City of Chandler is renovating East Mini Park, now known as Vida Park, northeast of downtown Chandler. The existing site includes a covered (shade sail) playground, picnic table, benches, BBQ area, flood irrigated lawn, and mature shade trees. Logan Simpson is leading the design efforts for the newly renovated ADA compliant playground space with updated equipment, entry gateway into the park, new walkway, site furnishings, perimeter fencing, and additional pedestrian lighting. The new landscape preserves the large existing shade trees and provides sustainable evergreen plant material.



CITY OF CHANDLER DESERT BREEZE SPORTS COMPLEX | ARIZONA

Reference: Mickey Ohland, Community Services Planning Manager | City of Chandler | 175 S Arizona Avenue | Chandler, Arizona 85225 | P: 480.782.2743 | E: mickey.ohland@chandleraz.gov

Completion Dates: 4/2021 – 12/2021

The City of Chandler is renovating Desert Breeze Park which include two lighted basketball courts, two lighted volleyball courts, 20' by 20' shade ramada with BBQ, site furnishings (standard park rule signage, benches, and trash receptacle, a drinking fountain (chilled), ADA compliant concrete walkways to the new courts and ramada, security lighting (LED lighting – 100% Use till dusk and then 50% until 10:30), and landscape and irrigation improvements (turf spray – Reclaimed Water from Pond).



DESERT BREEZE PARK | CONCEPT PLAN

JUN 16 2021

LOGAN SIMPSON

3. PROJECT ORGANIZATION



JANA MCKENZIE, FASLA, LEED AP | PRINCIPAL LANDSCAPE ARCHITECT

Jana is a landscape architect with 37 years experience. She is skilled in facilitating decision-making processes, and planning and design of sites associated with public buildings, streetscapes and parking lots, trails, and parks and recreation facilities. These plans frequently include extensive public involvement, identification of user needs, programming, budgetary cost estimates for phasing of construction, operations and maintenance requirements, and defining metrics to measure the performance of a project over time. Jana understands the interrelationship between large-scale planning, and detailed design solutions, and has been responsible for design and oversight of construction of more than 60 projects that total more than \$250 million in construction value. She was recognized by the American Society of Landscape Architects for her projects' contribution to excellence in the profession by receiving the title of "Fellow". She was one of the first LEED accredited landscape architects in the United States, and was one of the five originators of the Sustainable Sites Initiative, which has become a nationally recognized design tool and rating system.

Education

B.S., Landscape Architecture, Magna Cum Laude, Colorado State University, 1985

Professional Registrations/ Accreditations

CLARB Certified Landscape Architect # 20259/5456

LEED-AP, US Green Building Council (lifetime accreditation)

Registered Landscape Architect (Colorado #242, Wyoming #LA-042B, Utah #9505341-5301, Montana #10479, Nevada #994, South Dakota #14054, Kentucky #1004, and Idaho, 16862)

Chair, Colorado State Board of Landscape Architects, Colorado Department of Regulatory Agencies (DORA)

SELECTED RELEVANT EXPERIENCE

Englewood Parks and Recreation Master Plan. Colorado. Principal in charge of a community-wide master plan for this urban, Denver-metro area city of 32,000. The plan identifies priorities and actions to serve as a road map for future park development/redevelopment and provide for a balance of facilities, amenities and recreation programs over the next 10 years. As a part of the Strategic Action Plan, we utilized the SDScorecard™ process, which analyzed all recreation services based upon their real costs, market position, opportunities, and the competitive landscape.

Delta Parks, Recreation, Open Space, and Trails Master Plan. Colorado. Principal landscape architect for the first comprehensive PROST plan for the City, which is dealing with a substantial list of deferred maintenance actions. The plan provided a level of service analysis, community comparison, and needs assessment, as well as recommendations for park enhancements, connections, and prioritization and funding tools.

Runyon Sports Complex Master Plan. Pueblo County, Colorado. Principal landscape architect that developed a long-range vision and phased implementation plan for additions and renovations to an existing youth ballfield complex that has been home to baseball and softball games and tournaments for more than 50 years. The plan, which adds three fields, reconfigures parking and circulation, renovates and expands existing structures, and improves the overall experience of players and spectators, will cost more than \$21 million. Existing funding is \$7.2 million so priority improvements have been identified that can be implemented between 2023 and 2025. The master plan was completed in October 2021.

Parque de Vida, Cortez, Colorado. As project manager/landscape architect, produced masterplan and construction documents for a 56-acre sports complex and civic centerpiece.



ALEX BUCKLEY | ASSOCIATE LANDSCAPE DESIGNER

Alex has seven years of professional experience as a landscape designer, managing the design of southwestern landscapes that are sustainable and inviting. She has lent her design skills to parks; multi-use paths; education; public streetscapes; transportation; and hospitality projects. She has worked with multiple municipalities throughout Maricopa County. Her design philosophy is crafting a well-balanced, organic space that incorporates a site-specific story to enhance the users' interaction with the landscape and surrounding environment that meets the needs of the client and the public.

SELECTED RELEVANT EXPERIENCE

Education

B.L.A., Landscape
Architecture, Sustainability
Minor, Arizona State
University, 2015

Professional Registrations/ Affiliations

American Society of
Landscape Architects -
Member since 2014

Urban Land Institute -
Member since 2019
Desert Botanical Garden
Landscape School

Vida Park Design. Chandler, Arizona. Through Community Development, the City of Chandler renovated Vida Park. The site renovations included a new ADA compliant playground, shade sail, all new site furnishings, security fencing and lighting and landscape and irrigation improvements. The total CDBG construction budget was \$240,000. Alex was the landscape designer responsible for designing the landscape and hardscape improvements, coordination among the design team and ensuring all sub consultants are up to date with base files. Coordination with the City (client). Producing all plan graphics for community meetings and client meetings. All online submittals as well as assisting the project manager with the cost estimate.

Desert Breeze Sports Courts Improvements. Chandler, Arizona. The City of Chandler is renovating Desert Breeze Park which include two lighted basketball courts, two lighted volleyball courts, 20' by 20' shade ramada with BBQ, site furnishings (standard park rule signage, benches, and trash receptacle, a drinking fountain (chilled), ADA compliant concrete walkways to the new courts and ramada, security lighting (LED lighting - 100% Use till dusk and then 50% until 10:30), and landscape and irrigation improvements (turf spray - Reclaimed Water from Pond). Alex served as the landscape designer responsible for the landscape and sports court design layout within the existing park. She is producing all plan graphics for community and client meetings as well as assisting the project manager with the cost estimate.

4. WORK PLAN

This section contains a summary of our approach to the project, a scope of services, proposed schedule, and hours by task for project team members.

APPROACH

Dolores is a small community with many residents that are passionate about the outdoors and the many activities available to them. Improvements to the existing Joe Rowell Park present an opportunity to create an even better space for individual, teams, family, friends, and community activities.

Our goals support the community's vision for the park and include:

- Create a Vision that will be enthusiastically supported by the community
- Incorporate new amenities and programs into the existing park that appeal to multiple user groups
- Renovate or reconfigure existing features to maximize community benefits and create memorable and fun user experiences
- Incorporate multi-purpose and cost-effective design solutions that can be easily maintained and operated
- Create a park that is inclusive for people of all ages and abilities

Many wonderful festivals and events occur at the park throughout the summer bringing in people of all ages. To maximize the number of people we can reach and inform about the project, we propose to hold the first public event during Riverfest in early June. We will set up a tent and ask people to provide us with their opinions on the quality and functionality of the park, as well as what they may like changed or added to the park.

Most of the land at Joe Rowell Park is already developed with recreational facilities, so there is not much area for new things unless an existing feature is removed. A new playground and orchard were recently added to the east end of the park, so our focus will be on the main park area to the west. Questions will be centered on:

- How can the park be better organized to facilitate current programs and activities?
- Is the space dedicated to ballfields effectively used when games are not occurring?
- How much reconfiguring is required to accommodate new elements?
- Is parking adequate and elements connected with accessible walks?



Loudy Simpson Improvements Concepts

January 2019



Logan Simpson staffed a booth to solicit input on the design of Loudy Simpson Park during the Whittle the Wood Festival in Craig, Colorado. Over 2,000 local residents attended the event and at least 200 stopped by the booth to learn about the project and provide comments.

We will develop alternatives that explore ways to configure the park, solicit input on the conceptual plans, and after receiving direction from the client, will provide an illustrative master plan that represents the collective vision of the community. We will also provide two sketches from key viewpoints, which will help the public understand the character of the improvements and which can be used to generate excitement for implementation of the plan.



Jana McKenzie led the master plan and design for renovations at Ford Park in Vail, which resulted in fields that are truly multi-purpose; they host ballgames, 3-on-3 soccer tournaments, the Teva games, and other festivals in the same space.

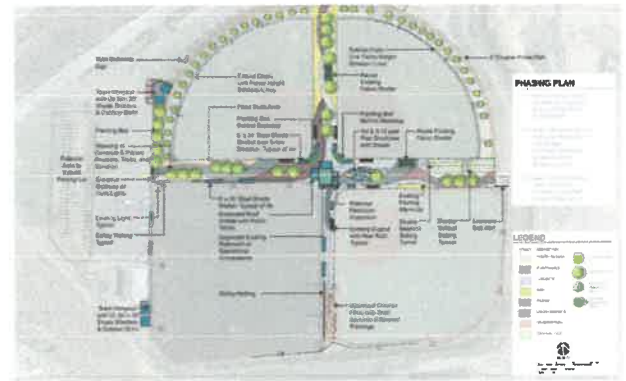
SCOPE OF WORK

This section includes our proposed tasks and deliverables, for the project. All the products described below will be provided digitally, except for printed materials used in workshops and meetings. The tasks are as follows:

1. Project Kick-off Call
2. Prepare Existing Conditions Map
3. Site Reconnaissance
4. Prepare Site Opportunities and Challenges Exhibit
5. Prepare two (2) Preliminary Alternative Conceptual Plans
6. Virtual work session with Parks Advisory Committee
7. Refine Initial Concepts
8. Online questionnaire and web materials
9. Public workshop
10. Develop preliminary preferred master plan
11. Develop Perspective Sketches
12. Virtual work session with Parks Advisory Committee
13. Online questionnaire and web materials
14. Public open house
15. Finalize master plan

Community engagement activities for each task are summarized within that task. We will organize, facilitate, and report the results of all meetings with the Parks Advisory Committee. We have included preparation for and facilitation of two public workshops and attendance at one public event and can provide materials to staff for their use at other functions.

Cushing Park and Little Dry Creek Concepts Plans



Option 1
JULY 2016



Logan Simpson prepared the master plan and construction documents for renovations to the sports complex at the Fairgrounds in Eagle, Colorado. Sketchup drawings helped the public understand the improvements that were proposed.

TASK 1 – KICK-OFF CALL

All key team members will participate in a kick-off meeting with Town staff and other stakeholders and community leaders. During this day-long meeting, we will tour the site, evaluate the condition of facilities, brainstorm solutions, and identify the goals and measures of success for the project. The community engagement activities will be refined, and schedule updated accordingly.

TASK 2 – PREPARE BASE MAP AND EXISTING CONDITIONS MAP

Prepare an aerial photo base for an existing conditions map that document land ownership, parking numbers, existing floodplains, vegetation, walks and trails, and existing park features.

TASK 3 – SITE RECONNAISSANCE AND STAKEHOLDER INPUT

Participate in a kick-off meeting with the Parks Advisory Committee (PAC) and other stakeholders, community leaders and residents during the River Festival. During this two day-long meeting, we will tour the site, evaluate the condition of facilities, interview stakeholder groups/individuals, document input from the community their wants and needs, brainstorm solutions, and identify the goals and measures of success for the project.

TASK 4 – PREPARE SITE OPPORTUNITIES AND CHALLENGES EXHIBIT

Assemble all existing studies and reports gathered during the initial kick-off call and site reconnaissance meeting to develop a plan that summarizes the site's opportunities and challenges.

TASK 5 – PREPARE TWO PRELIMINARY ALTERNATIVE CONCEPTUAL PLANS

Prepare two concept plans showing potential park improvements. We anticipate one alternative will focus on keeping existing elements relatively intact with the other showing more major renovations and reconfigurations. Both will incorporate new elements that have been identified as high priority by stakeholders.

TASK 6 – VIRTUAL WORK SESSION WITH PAC

Review initial alternatives with the Parks Advisory Committee.

TASK 7 – REFINE INITIAL CONCEPTS

Based on direction provided from the PAC, refine the two alternative conceptual plans.

TASK 8 – ONLINE QUESTIONNAIRE AND WEB MATERIALS

Prepare a questionnaire and provide the Town with the link to the questionnaire, as well as the plan graphics to post on the Town's website prior to the in-person public workshop.

TASK 9 – PUBLIC WORKSHOP

Facilitate a workshop with the community to review results of the questionnaire, Opportunities and Challenges exhibit, and the two conceptual alternatives. This workshop will be facilitated by Logan Simpson and is envisioned to be structured with breakout groups to identify the best ideas that are shown in the alternatives. Each group will present and discuss the results of their deliberations, similarities, and differences. We can use Menti polls real time to further evaluate the level of support for the most frequently mentioned elements, allowing us to identify the elements of a preferred plan.

The results of the workshop will be utilized within Task 10.

TASK 10 – DEVELOP PRELIMINARY PREFERRED MASTER PLAN

Based on the results from Task 9, Logan Simpson will develop a Preliminary Preferred Master Plan.

TASK 11 – DEVELOP PERSPECTIVE SKETCHES

We will create two 3D perspective sketches to showcase the proposed parks improvements from key viewpoints.

TASK 12 – VIRTUAL WORK SESSION WITH THE PAC

Conduct a worksession with the PAC to review the preferred master plan and perspective sketches.

TASK 13 – ONLINE QUESTIONNAIRE AND WEB MATERIALS

Prepare a questionnaire and post information collected to date on a website that the Town can send to the community for input prior to an in-person open house meeting.

TASK 14 – PUBLIC OPEN HOUSE

Facilitate an open house to present the Preliminary Preferred Master Plan and collect any final thoughts from stakeholders and the PAC on the proposed plan.

TASK 15 – FINALIZE MASTER PLAN

Based on direction provided by the PAC, finalize the Master Plan graphic.

TIMEFRAME FOR PROJECT COMPLETION	MAY				JUN				JUL				AUG			
Task 1. Kick-off call																
Task 2. Prepare aerial photo base and existing conditions map (floodplain, etc.)																
Task 3. Site reconnaissance/worksession with Parks Advisory Committee, stakeholder interviews/River Festival June 4 - 2 days http://www.doloresriverfest.org/																
Task 4. Prepare site opportunities and challenges exhibit w/photo board																
Task 5. Prepare two preliminary alternative conceptual plans																
Task 6. Virtual worksession with Parks Advisory Committee to refine																
Task 7. Refine initial concepts and render																
Task 8. On-line Questionnaire and Web Materials (2 weeks in advance of workshop)																
Task 9. Public workshop (identify elements of a preferred plan) and boards at Summerfest by staff https://www.visitdolores.com																
Task 10. Develop preliminary preferred master plan																
Task 11. 1-2 perspective sketches or visual simulations																
Task 12. Virtual worksession with Parks Advisory Committee to refine																
Task 13. On-line Questionnaire and Web Materials (2 weeks in advance of open house)																
Task 14. Public open house for comments																
Task 15. Finalize master plan and provide digital files																

- Work session meetings
- Public stakeholder events

ESTIMATED HOURS BY STAFF	Jana McKenzie, PIC	Alex Buckley	Public Involvement Specialist	TOTAL HOURS
Task 1. Kick-off call	1	2		3
Task 2. Prepare aerial photo base and existing conditions map (floodplain, etc.)		12		12
Task 3. Site reconnaissance/worksession with Parks Advisory Committee, stakeholder interviews/River Festival June 4 - 2 days http://www.doloresriverfest.org/	16	20		36
Task 4. Prepare site opportunities and challenges exhibit w/photo board	1	16		17
Task 5. Prepare two preliminary alternative conceptual plans	2	24		26
Task 6. Virtual worksession with Parks Advisory Committee to refine	2	2		4
Task 7. Refine initial concepts and render		6		6
Task 8. On-line Questionnaire and Web Materials (2 weeks in advance of workshop)	1	1	3	5
Task 9. Public workshop (identify elements of a preferred plan) and boards at Summerfest by staff https://www.visitdolores.com	2	8		10
Task 10. Develop preliminary preferred master plan	1	14		15
Task 11. 1-2 perspective sketches or visual simulations		8		8
Task 12. Virtual worksession with Parks Advisory Committee to refine	2	2		4
Task 13. On-line Questionnaire and Web Materials (2 weeks in advance of open house)	1	1	1	3
Task 14. Public open house for comments		6		6
Task 15. Finalize master plan and provide digital files		8		8
TOTAL	29	130	4	163

5. SERVICES TO BE COMPLETED BY THE TOWN

Logan Simpson assumes that the Town will provide coordination and services for meeting/workshop venues and refreshments, advertising, and posting links to materials.

6. LUMP SUM COST

LUMP SUM COST	LABOR	EXPENSES	TOTAL FEE
Task 1. Kick-off call	\$384		\$384
Task 2. Prepare aerial photo base and existing conditions map (floodplain, etc.)	\$1,188		\$1,188
Task 3. Site reconnaissance/worksession with Parks Advisory Committee, stakeholder interviews/River Festival June 4 - 2 days http://www.doloresriverfest.org/	\$4,956	\$700	\$5,656
Task 4. Prepare site opportunities and challenges exhibit w/photo board	\$1,770		\$1,770
Task 5. Prepare two preliminary alternative conceptual plans	\$2,748		\$2,748
Task 6. Virtual worksession with Parks Advisory Committee to refine	\$570		\$570
Task 7. Refine initial concepts and render	\$594		\$594
Task 8. On-line Questionnaire and Web Materials (2 weeks in advance of workshop)	\$537		\$537
Task 9. Public workshop (identify elements of a preferred plan) and boards at Summerfest by staff https://www.visitdolores.com	\$1,164	\$700	\$1,864
Task 10. Develop preliminary preferred master plan	\$1,572		\$1,572
Task 11. 1-2 perspective sketches or visual simulations	\$792		\$792
Task 12. Virtual worksession with Parks Advisory Committee to refine	\$570		\$570
Task 13. On-line Questionnaire and Web Materials (2 weeks in advance of open house)	\$369		\$369
Task 14. Public open house for comments	\$594		\$594
Task 15. Finalize master plan and provide digital files	\$792		\$792
TOTAL	\$18,600	\$1,400	\$20,000

7. STATEMENT OF INSURANCE

The attached Certificate of Insurance indicates Logan Simpson's liability, vehicle, and workman's compensation insurance limitations.



LOGAN-2

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stuckey Ins & Assoc Agencies
2850 E Camelback Rd, Suite 325
Phoenix, AZ 85016
Mary Lodwick

602-264-5533

CONTACT NAME: Daniel Born**PHONE** (A/C, No, Ext): 602-264-5533**FAX** (A/C, No): 602-279-9336**E-MAIL ADDRESS:** Daniel.Born@stuckeyinsurance.com

INSURED Logan Simpson Design, Inc.
Logan Simpson
51 W. 3rd St. #450
Tempe, AZ 85281

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Company	25658
INSURER B:	Travelers Prop Cas of America	25674
INSURER C:	Traveler Casualty Ins America	19046
INSURER D:	Crum & Forster Specialty Ins	44520
INSURER E:	Beazley Insurance Company, Inc	37540
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6802J613460	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 DED \$ 0
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA7E687965	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DED \$ 500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CUP4H817051	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	UB3R445257	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liab		EPK-136117	07/01/2021	07/01/2022	PC/AGG 2M/4M
E	<input checked="" type="checkbox"/> Cyber		W23822210401	05/14/2021	07/01/2022	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability -Claims Made- Retro Date 08/23/90

CERTIFICATE HOLDER

CANCELLATION

For Information Only

FORIN-1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Town of Dolores
Resolution No R 479
SERIES 2022**

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN
AGREEMENT WITH THE DOLORES FAMILY PROJECT TO CONSTRUCT AND
OPERATE A COMMUNITY GARDEN IN JOE ROWELL PARK**

WHEREAS, the Town of Dolores ("Town") recognizes the need for a community garden that will promote food security for its residents;

WHEREAS the Dolores Family Project represents that it has the resources and volunteers to operate a community garden in the Town of Dolores that will support these goals; and,

WHEREAS, the Dolores Family Project wishes to enter into an agreement with the Town of Dolores to designate a site between the playground the orchard in Joe Rowell Park for the purpose of a housing a community garden.

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

Section 1. In support of the community garden project the Town Trustees approve the agreement attached hereto as Exhibit 1 and authorize the Town Manager to enter into the agreement in the Town's behalf.

Section 2. This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED this 25th day of April 2022.

Mayor

ATTEST:

Town Clerk

Exhibit A to Resolution
COMMUNITY GARDEN AGREEMENT

This agreement is entered into as of April 25, 2022, by and between the Dolores Family Project (hereinafter referred to as "DFP" or "Tenant"), a nonprofit association operating under its 501c3 fiscal sponsor The Good Samaritan Center whose address is 30 N Beech St, Cortez, CO 81321, and the TOWN OF DOLORES (hereinafter referred to as the "Town" or "Landlord"), whose address is P.O. Box 630, Dolores, CO 81323.

This agreement between the TOWN and DFP is meant as a good-faith effort between the parties to establish a community garden located east of the playground site at Joe Rowell Park, with a legal address of 101 Railroad Avenue, Dolores, CO., 81323. A portion of the property, located off of 2nd street and consisting of an area of approximately 45 feet by 30 feet, the location of which will be determined by Town staff.

DFP is organized for the purpose of promoting food security for the community. DFP enters into this agreement to establish a community garden to grow fresh produce that will benefit the community and provide opportunities for community volunteers whose wish to support the goals of DFP.

NOW THEREFORE, hereto, with intention of being legally bound, the parties contract and agree as follows:

The TOWN shall:

1. Designate a site for the community garden by April 30, 2022.
2. Provide adequate irrigation water in season to the site sufficient to adequately irrigate the garden. The Town may limit or discontinue the supply of irrigation water in its sole discretion if necessary to reduce water consumption in times of drought, fire, infrastructure maintenance, or public emergency.
3. Have free access to the site, with or without notice to the DFP, during the term of this agreement, reserving the right of themselves, their agents, their employees, their assigns, or their contractors to enter the garden site at any reasonable time for purposes of: (a) consultation with the Tenant; (b) making repairs, improvements, and inspections; (c) protecting and maintaining its property and resources; (d) and as may be necessary for any law enforcement or public emergency purpose.
4. The Town may, with advice from the DFP, restrict public access to the garden as may be necessary to preserve the garden or promote public safety.

5. Nothing in this MOU shall be deemed to restrict the authority of the Town to adopt by resolution and ordinance restrictions and rules on the use of the garden area in accordance with law.

The DFP shall:

1. Provide the materials at its expense to construct a fence, gate, raised beds, soils, irrigation system, garden tools, portable shed and other items necessary to operate a garden at the site.
2. Provide and manage the volunteer labor to construct the fence, raised beds, irrigation system, planting, irrigation, weeding, harvesting and other labor necessary to accomplish the purposes of this agreement.
3. All volunteers will execute a release of liability holding the Town of Dolores harmless from liability on a form satisfactory to the Town Attorney.
4. Maintain the garden area a sightly manner and control weeds.
5. Produce harvested from the garden will be distributed first through the Dolores Food Project and then in the community in a manner that supports the goal of community food security.
6. Restore the garden site to the condition it was received at the end of the term of this agreement unless renewed by Resolution of the Town Trustees.

The term of this agreement shall run from April 25th, 2022 through November 30, 2022. This agreement may be renewed for additional one-year terms by the Town by resolution of its Board of Trustees.

Town Manager

Amber Lansing, project coordinator
for Dolores Family Project



Discussion and Possible Action

Meeting Date: April 25, 2022
AGENDA DOCUMENTATION
ITEM ~~103~~ 9.4

TO: TOWN OF DOLORES MAYOR & TRUSTEES

**FROM: KEN CHARLES
TOWN MANAGER**

**SUBJECT: DISCUSSION AND POSSIBLE ACTION CONCERNING RESOLUTION 482
SERIES 2022 APPROVING THE FUNDING REQUEST TO THE COLORADO PARKS AND
WILDLIFE (CPW) – 2022 BEAR-HUMAN CONFLICT REDUCTION GRANT PROGRAM.**

PURPOSE AND BACKGROUND

CPW noticed a funding opportunity program that is aimed at reducing Human-Bear conflicts. This presented an opportunity to the town fully address the conversion of the non-bear proof trash containers the town places in the various parks and trails. The CPW program provides the town with opportunity to obtain and replace all 21 remaining non-bear proof trash containers.

Resolution 530 Series 2017 attached already requires all residences and commercial activities to store trash in bear proof containers and all commercial trash collection companies must provide bear proof containers to all customers. The town provides and empties the trash containers in our parks and along the trails. The town has been phasing out these non-bear proof trash containers, by annually budgeting funds and in 2022 the town has budgeted \$8,000 for this next phase. This \$8,000 line item will provide the 25% match to leverage grant funds of \$19,980. Additionally, the town is the lead applicant on behalf of the city of Cortez-2 trash containers and town of Rico-3 trash containers. Cortez and Rico will provide their share of the matching funds.

FISCAL IMPACT

The town budgeted \$8,000 in 2022 for bear-roof containers. This should cover the town's 25% match, \$6,660 and the town's share of the shipping. If successful, the town could receive a grant of up to \$19,980.

RECOMMENDATIONS

It is the recommendation of the town manager and Parks committee that the mayor and trustees support and approve Resolution 482 approving the funding request to the CPW 2022 Bear-Human Conflict Reduction grant program

**Town of Dolores
Resolution No R 482
Series-2022**

**A RESOLUTION IN SUPPORT OF AN APPLICATION TO THE COLORADO
PARKS AND WILDLIFE 2022 HUMAN-BEAR CONFLICT REDUCTION GRANT
APPLICATION BEAR RESISTANT TRASH RECEPTACLES TOWN OF DOLORES**

WHEREAS, bear and human conflict in the Town of Dolores is an issue of importance to the health, safety and welfare of the citizens of the Town and the wellbeing of wildlife; and

WHEREAS, the board of Trustees has identified the need for bear resistant trash receptacles on Town property to reduce bear and human conflict; and

WHEREAS, the Town wishes to submit a grant application to the Colorado Parks and Wildlife for its 2022 Human-Bear Conflict Reduction Grant for the purpose of purchasing bear resistant trash receptacles; and,

WHEREAS, the Town agrees that if grant funding is awarded, the Town is required to complete the project by implementing grant funding supported by matching funds of a minimum of twenty five percent (25%) of the total cost of the Project; and

WHEREAS, the Board of Trustees desires to express its support for the grant application and is of the opinion that the Town staff should request \$27,078 in grant funding.

WHEREAS, the City of Cortez and the Town of Rico are partners with the Town on the grant application and are seeking grant funds for five of the twenty-six bear resistant containers and will be responsible for the requisite 25% match.

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

Section 1. The Board of Trustees strongly supports the application to the Colorado Parks and Wildlife 2022 Human-Bear Conflict Reduction Grant Program, for a grant in the amount of \$27,078 ("Grant Application"), to assist in funding the purchase of 26 bear resistant containers (the "Project"), and if the grant is awarded, the Board of Trustees supports the Project's completion.

Section 2. The Board of Trustees represents and warrants that the Grant Application includes matching funds for which the Town is solely responsible to provide, and that the Town has appropriated or will appropriate such matching funds if the grant is awarded not to exceed \$9,276.

Section 4. The Board of Trustees represents and warrants that the Grant Application includes matching funds for which the Town is solely responsible to provide, and that the Town has appropriated or will appropriate such matching funds if the grant is awarded.

Section 5. The Mayor, Town Manager, Town Clerk, and staff are hereby authorized and directed to execute all documents and do all other things necessary on behalf of the Town to complete, execute, and submit the Grant Application;

Section 6. All action heretofore taken in furtherance of the purposes of the Grant Application are hereby ratified and confirmed.

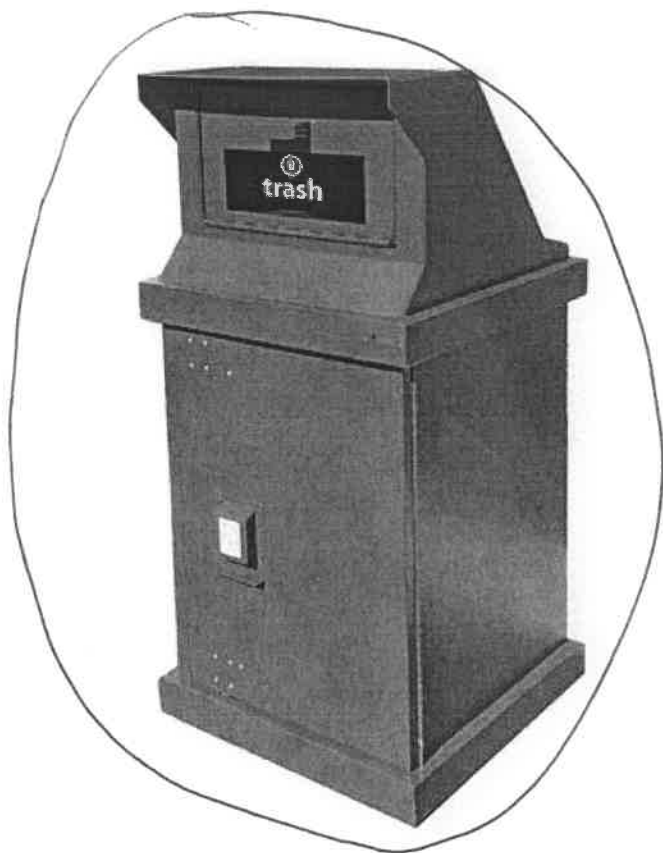
Section 7. This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED this 25th day of April, 2022.

Mayor

ATTEST:

Town Clerk



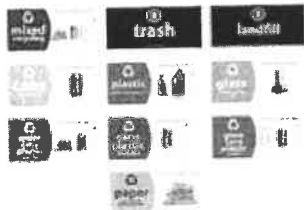
X 18
Brown single cans



Manufactured under license from Haul-Aid



x 3
Brown single cans
with grey Trax.



Playground area

BEARSAVER - HID-A-BAG SINGLE TRASH ENCLOSURE, 70 GAL - HB1-P

ITEM: #HB1-P

CONTAINER COLOR - FOREST BROWN

Select a Color (Please call if a custom color is needed)

Forest Brown

LABELS

Choose One Label

- ☐ Mixed Recycling

**ORDINANCE NO. 530
SERIES 2017**

**AN ORDINANCE REQUIRING ALL TRASH CONTAINERS TO BE BEAR PROOF
AND REQUIRING ALL TRASH TO BE STORED IN BEAR PROOF CONTAINERS**

WHEREAS, the number of bears coming into the Town of Dolores has greatly increased in the summer of 2017; and,

WHEREAS, the bears are attracted to open trash containers, or trash not in containers located in the Town of Dolores; and,

WHEREAS, the increasing number of bears foraging for food in the Town of Dolores requires passage of this ordinance on an emergency basis in order to protect the health, welfare and safety of the Town of Dolores Citizens.

NOW THEREFORE, it is ordained by the Town Board of the Town of Dolores, Colorado that:

WHEREAS. Title 9 Public Peace, Morals and Welfare is amended to add Chapter 9.37 Bear Proof Receptacle:

Section 9.37 Bear Proof Receptacle - All persons, residences and businesses are required to place and store any waste, trash, food, etc. in an approved and secured/latched bear resistant waste/trash disposal container/dumpster.

The Storage of food/trash outside of an approved and secured/latched bear resistant wast/trash disposal container/dumpster is prohibited.

All garbage/trash collection companies (doing business in the Town of Dolores) shall provide secured/latch-able waste/trash disposal container/dumpster for any residential/commercial customers that the companies serve within the Town of Dolores.

A violation of this section shall be punished as set forth in Section 1.12.010 General Penalty now in effect or as may be amended from time to time.

Repealer. All orders, bylaws, ordinances, and resolutions of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.


Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Recording and Authentication. Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

PUBLIC HEARING: This emergency Ordinance shall be considered for first and final reading on the 14th day of August, 2017 at the hour of 6:30 p.m., in Town Board Chambers in Town Hall, Dolores Colorado, at which time and place all persons may appear and be heard concerning same.

INTRODUCED, READ AND PASSED AS AN EMERGENCY ORDINANCE AT A REGULAR MEETING OF THE TOWN BOARD OF TRUSTEES ON THE 14TH DAY OF AUGUST, 2017, AND ORDERED PUBLISHED.


ATTEST:


LANA HANCOCK, Town Clerk

TOWN OF DOLORES


SANTIAGO LOPEZ, Mayor

APPROVED AS TO FORM:


MICHAEL F. GREEN, Town Attorney





10.1

Dolores Colorado

To: MAYOR AND TRUSTEES
From: Ken Charles, Dolores Town Manager
Dt: April 25, 2022
RE: Meeting Information Update

Monday/s Town Board Meeting

On the agenda for our regular meeting Monday April 25th:

- Three new town trustees and the new mayor will be sworn in. The mayor will appoint the ex officio members to the Planning and Zoning Commission, the Parks Committee and the Chamber.
- At the meeting April 25th the town board will be reviewing several resolutions. Resolution 480 is an annual action to reappoint town officials per state statute.
- Resolution 479 authorizes the agreement with the Dolores Family Project to move forward with the development of a community garden. The resolution was tabled by the board at the April 11th meeting. It has now been cleaned up and prepared for your review.
- Resolution 482 authorizes the application to CPW for a grant to purchase bear proof containers for the town.
- Resolution 483 asks the board to approve a contract for design services for the Joe Rowell Park Master Plan with Logan Simpson.

General Updates

- The CDPHE Vaccine Bus will be in JRP on the following Fridays 9:00 am to 1:00pm: April 22, May 13, June 10 and at the Farmers Market on June 15.
- **American Rescue Plan Act Update**

The Treasurer completed the required ARP reports this month. The town claimed the “standard allowance” under the Revenue Replacement category. This allows the town to use the funds in any government service or project.

- Community Survey and Strategic Planning-We are approaching 250 returned surveys. The deadline is April 30.
- May 9 & 10 are our scheduled dates for the town clean up. The dates are posted on our website and the Chamber's. <https://townofdolores.colorado.gov/news-article/town-clean-up>



- The town's reapplication to the State Historical Fund on behalf of Kokopelli Bikes is on track for May.
- The City of Cortez is hosting a Broadband Summit April 27, 9 am-1pm. If a board member is interested, I can forward the information to you.
- The new board members are now registered with Colorado Municipal League. CML is a valuable organization for you and we will instruct you how to access the data.
- The sheriff and I met with Greater Dolores Action chair to review their permit for the Riverfest. The special use permit will be presented for your approval later in the agenda.
- I attended the Colorado City County Managers Association conference. I was able to upgrade my knowledge about human resource management. Also, in the planning stages is a new large fiber optics project planned to install new fiber from Nucla to Dove Creek, south to Cortez and east to Durango. In the plans, I was told, is a spur to the town of Dolores. We will learn more in the upcoming months. There were valuable updates about the American Recovery Act and how the federal infrastructure funds for water and sewer may be accessed.

Upcoming Events

- April 30 Annual Chamber Banquet-Theme is Prom Night
- May 9 & 23-town board meetings
- May 3 P & Z meeting
- May 12 Parks committee
- May 9 & 10-Town Clean up
- May 23, 6:30 -Meet with County Commissioners
- June 1 Farmers Market Begins
- June 4 Riverfest
- June 8, 5 PM CIRSA presentation at Mancos- dinner will be provided