



**Planning And Zoning Commission
Agenda**

**October 7, 2025 6:30 p.m.
601 Central Ave Dolores Co. 81323
Or Virtually by The Link Below:**

Join Zoom Meeting

<https://zoom.us/j/92252992315>

Meeting ID: 922 5299 2315

One tap mobile

+16699006833,,92252992315# US (San Jose)

+12532158782,,92252992315# US (Tacoma)

1. Call To Order
2. Pledge Of Allegiance
3. Roll Call
4. Identification Of Actual or Perceived Conflicts of Interest.
5. Public Participation 5 minutes per person.
6. Approval of the Agenda
7. Consent Agenda
7.1 Minutes of the August 5, 2025, Regular meeting.
8. Staff Reports
8.1. **Manager Reeves** – verbal update on recent administrative activities, Attachments, August 11 and 25 and September 8 Reports to the Board of Trustees
9. Commissioner Updates.
9.1 Chairperson Robinson report to the Board of Trustees August 5, attached.
10. Discussion:
 - 10.1 Comprehensive Plan - Review Contract with Logan Simpson attached.
 - 10.2 Review of the scope of services presented at the June 23, 2025 Board workshop by Logan-Simpson Design Inc. Attached.

11. Future Agenda Items: These items are being retained on the agenda until the Commissioners and Staff have the capacity to discuss, plan or revamp.

-Comprehensive Plan Sub plans, Weed Management , Watershed Management, Hazards Mitigation. -Public outreach and education.

-Continuation for developing a process to work with staff to edit the Special Exception Permit Application form to align completely, explicitly, and precisely with the current Comprehensive Plan and Land Use Code: Group discussion, facilitated by the Manager. This is carried over from July and August.

- Examine the 30% front occupancy in the Corridor and Downtown Mixed used zones..

12. Adjournment



**Planning And Zoning Commission
Minutes**

August 5, 2025, 6:30 p.m.

601 Central Ave Dolores Co. 81323

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1. **Call To Order.** Vice Chairperson Nemanic called the meeting to order at 6:31 p.m.
2. **Pledge Of Allegiance.** The group recited the pledge.
3. **Roll Call.** Present at the meeting were Commissioners Powell, Kelly, Mustoe, and Vice Chairperson Nemanic. Also present were ex-Officio Curry and staff member Assistant Clerk Swope.
4. **Identification Of Actual or Perceived Conflicts of Interest.** There were no identified actual or perceived conflicts of interest.
5. **Public Participation 5 minutes per person.** No other people attended the meeting.
6. **Approval of the Agenda**
Commissioner Powell moved, and Commissioner Mustoe seconded to approve the agenda.
Yes: All
No: none
7. **Consent Agenda**
7.1 Minutes of the June 3, 2025, meeting.
Commissioner Mustoe moved, and Commissioner Kelly seconded to approve the consent agenda.
Yes: All
No: none

8. **Staff Reports**
 - 8.1. **Manager Reeves** –Attachment July Reports to the Board of Trustees
9. **Commissioner Updates.**
 - 9.1 Chairperson Robinson report to the Board of Trustees June 3, 2025, attached. Note, the July meeting was cancelled due to lack of quorum.
10. **Discussion:**
 - 10.1 **Comprehensive Plan** - review the scope of services presented at the June 23, 2025, Board workshop
This item was set aside until the next step in the grant application process has been completed.
 - 10.2 **Review Grant Application for Comprehensive Plan Planning Grant. Determine scope of application. Assign elements of the grant application to the Commission for assistance in completing the application.**
Review Letter of Request to DOLA prepared by Commissioner Mustoe.
Commissioner Mustoe presented the Letter of Request that will be signed by the mayor and sent to the Department of Local Affairs designated representative.
The group read through the document and helped identify content that could be clarified. Two sections, 3 and 5, will be passed to the town Staff for help filling in the information needed for them.
Staff will copy the letter onto letter head and get the letter signed by the mayor.
11. **Future Agenda Items:** These items are being retained on the agenda until the Commissioners and Staff have the capacity to discuss, plan or revamp.
 - Comprehensive Plan Sub plans, Weed Management, Watershed Management, Hazards Mitigation. -Public outreach and education.
 - Continuation for developing a process to work with staff to edit the Special Exception Permit Application form to align completely, explicitly, and precisely with the current Comprehensive Plan and Land Use Code: Group discussion, facilitated by the Manager. This is carried over from July and August.
 - Examine the 30% front occupancy in the Corridor and Downtown Mixed-Use zones.
12. **Adjournment**

Manager's Report for August 11, 2025, Board Meeting

To: Dolores Town Board of Trustees

From: Leigh Reeves, Town Manager

Date: August 7, 2025

Subject: Monthly Update

Hi everyone,

Here's a quick update on what's happening in town over the next few months. As always, feel free to reach out with any questions or thoughts! **Don't forget the K-9 Rescue fund raiser, Saturday, 8am pancakes. It is also Escalante Days and the annual Softball Tournament, which will start Friday night since there are more teams this year.**

Coming Up Soon (Within 1 Month)

- Town Hall Parking Lot: The grant is now closed, which means we've completed the process with DOLA.
- Ordinance 564 – Fire Mitigation: We're working with most of the original property owners who had nuisance issues. Weed abatement letters were sent out last week. Please remember this isn't just about appearance—it's also about reducing fire risk. Conditions are very dry, and there have been fires nearby. You'll also be discussing water rationing on Monday.
- Audit: The 2024 financial audit is complete! I sent it to you last week. Let me or Kelley know if you have any questions.
- Bike Park Build: Construction starts August 11. We'll have an informal groundbreaking that day. Time is still to be determined.
- Planning & Zoning Update: Thanks to the Planning & Zoning Commission and Megan Mustoe, we've started the process with DOLA to apply for a new grant. Kelley also met with Patrick Rondinelli from DOLA and can share what they discussed.
- August 25 Workshop: We'll focus on the Sheriff's contract. It's in your packet, so please review the costs and the services the Town will receive.

One key issue to clarify is who covers liability when an officer handles Town ordinance matters.

- August 25 Regular Meeting: There will be a public hearing with Catherine Carella from SGM. She will go over the cost estimates and funding options for Phase II of the waterline replacement. We hope to have the 90% engineering plans ready by then.
- DMQ Storage Agreement: You'll find a copy of the contract for permanent storage at the DCC for the Dolores Mountain Quilters. This is just for your review—let me know if you have any questions.
- Ordinance 564 and Dog Behavior: I'll be working with the Sheriff on both fire mitigation enforcement and dog behavior concerns, as discussed during our last workshop.
- Possible Annexation – 53 Porter Way: A county property owner is interested in annexing into town. The process will require a survey, title research, and answers to a few questions before going to Planning & Zoning for review.

Two to Three Months Out

- September 8: Board vote on the Sheriff's Contract. We'll also introduce the Town Manager review process and documents.
 - September 22 Workshop: First look at the 2026 Budget. Please start thinking about capital projects you'd like to see. Ideas so far include stucco work at the water plant, public art, etc.
 - September 30: Dolores is hosting the CML Fall Regional Meeting at the Community Center. More information will be shared soon.
 - Daniel's Fund Grant: Due Monday, August 25.
 - Senior Lunch Program: We will need to budget additional support for this program. It may require up to \$20,000 from each municipality.
-

Four Months and Beyond

- Week of October 27: The Bike and Skate Park is expected to be finished.
 - Workshop with County Social Services: We'll meet with Kelly Hargraves to discuss the Senior Lunch Program. We'll also cover HR policies, health insurance, personnel changes, succession planning, and the Town's Strategic Plan.
 - Town Grant Committee: We'll soon need to form a committee to review funding requests from local organizations.
 - November: We'll begin the election process for the April election. Positions up for re-election: Kalin Grigg, Sheila Wheeler, Mark Youngquist, and Mayor Chris Holkestad.
 - Waterline Replacement Phase II: Time to apply for funding through the State Revolving Fund, EIAF, and EPA grants.
-

Looking Ahead to Spring

- Joe Rowell Park: Build a crusher fines walkway from the east parking lot to the west side of the park.
 - Pump Track Fundraising: Continue efforts as part of the GOCO project.
 - Park Improvements: Add a new pavilion, install sprinklers, and plant trees.
-

Let me know if you have any questions or need more information on any of these topics.

Manager's Report for August 25, 2025, Board Meeting

To: Dolores Town Board of Trustees

From: Leigh Reeves, Town Manager

Date: August 20, 2025

Subject: Monthly Update

Coming Up Soon (Within 1 Month)

- Town Hall Parking Lot: As you know I was not at the last meeting but I did see in the notes there was a question about following our own land use code: 1. Townhall is in the DMU(downtown mixed use) district. This district has zero land scape requirements. 2. We used concrete as it was within our budget and looks better and lasts longer than asphalt. 3. Cars and trucks are much bigger than they used to be. Most trucks have 4 doors 6.5-8ft bed and a trailer hitch which made it such that trucks could not back out of the parking lot without hitting the center landscaping aisle that we removed.
- Watering restrictions: these also came up. I received several calls from citizens saying the town was watering after 8am. There are two reasons for that, 1. We start the watering cycle at 8pm in JRP. It has so many zones that it takes 14 hours to water the whole park. Additionally, we were repairing sprinkler heads that were misaligned or broken after Escalante Days.
- Finally, you all see and approve the budget each year. The town does not make money off its citizens. We collect money to use services, i.e. sewer treatment plant, fresh water for drinking delivered to your home faucet, new water lines to keep that water coming to your faucet. Streets that get plowed when it snows or mag chloride which helps keep the dust down. Or, well maintained parks that citizens and families from all over can use. Now we have a community center. NONE OF THESE ITEMS MAKE MONEY. If we are lucky we get to save some money for a "rainy day fund". People pick up on your language and that affects us, especially maintenance and park services. If you have a problem call my office, please, please, please. I

am happy to go through any of the items in our meetings on an individual basis. If you trash the town and its staff out in public, we get the backlash from citizens.

- Ordinance 564 – Fire Mitigation: We’re working with most of the original property owners who had nuisance issues. Weed abatement letters were sent out last week. Please remember this isn’t just about appearance—it’s also about reducing fire risk. Conditions are very dry, and there have been fires nearby. You’ll also be discussing water rationing on Monday.
- Audit: The 2024 financial audit is complete! I sent it to you last week. Let me or Kelley know if you have any questions.
- Bike Park Build: Construction starts August 11. We’ll have an informal groundbreaking that day. Time is still to be determined.
- Planning & Zoning Update: Thanks to the Planning & Zoning Commission and Megan Mustoe, we’ve started the process with DOLA to apply for a new grant. Kelley also met with Patrick Rondinelli from DOLA and can share what they discussed.
- August 25 Workshop: We’ll focus on the Sheriff’s contract. It’s in your packet, so please review the costs and the services the Town will receive. One key issue to clarify is who covers liability when an officer handles Town ordinance matters.
- August 25 Regular Meeting: There will be a public hearing with Catherine Carella from SGM. She will go over the cost estimates and funding options for Phase II of the waterline replacement. We hope to have the 90% engineering plans ready by then.
- DMQ Storage Agreement: You’ll find a copy of the contract for permanent storage at the DCC for the Dolores Mountain Quilters. This is just for your review—let me know if you have any questions.

- Ordinance 564 and Dog Behavior: I'll be working with the Sheriff on both fire mitigation enforcement and dog behavior concerns, as discussed during our last workshop.
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- November: We'll begin the election process for the April election.
Positions up for re-election: Kalin Grigg, Sheila Wheeler, Mark Youngquist, and Mayor Chris Holkestad.
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Looking Ahead to Spring

- Joe Rowell Park: Build a crusher fines walkway from the east parking lot to the west side of the park.
 - Pump Track Fundraising: Continue efforts as part of the GOCO project.
 - Park Improvements: Add a new pavilion, install sprinklers, and plant trees.
-

Let me know if you have any questions or need more information on any of these topics.

Manager's Report for September 8, 2025, Board Meeting

To: Dolores Town Board of Trustees

From: Leigh Reeves, Town Manager

Date: September 4, 2025

Subject: Monthly Update

Coming Up Soon (Within 1 Month)

Grants:

- FIF – We finally received the contract. We are almost at 100% design and ready for an RFP so we can start the work after Dec 1st, 2025.
- Town Hall Parking Lot: As you know I was not at the last meeting but I did see in the notes there was a question about following our own land use code: 1. Townhall is in the DMU(downtown mixed use) district. This district has zero land scape requirements. 2. We used concrete as it was within our budget and looks better and lasts longer than asphalt. 3. Cars and trucks are much bigger than they used to be. Most trucks have 4 doors 6.5-8ft bed and a trailer hitch which made it such that trucks could not back out of the parking lot without hitting the center landscaping aisle that we removed. The townhall grant can finally be closed as all work has been completed.
- The Bike park has been completed and the Skate park is in progress. You will see our maintenance team is putting in a water line for bike park maintenance use.
- Planning & Zoning Update: Thanks to the Planning & Zoning Commission and Megan Mustoe, we've started the process with DOLA to apply for a new grant. Our grant request has been moved forward and we are waiting for the final documents for award. This is a \$50K grant with a 50% match.
- The Daniels fund grant was submitted for upgrades to the baseball fields.
- Water main line Replacement Phase II: This is a once in 50-75 year project to upgrade for better quality water lines to our homes between 1st and 6th

street from the north to south side of town. I am working to complete funding documents and EPA grant funding, as well as, the state revolving fund and EIAF. We will have a full design soon. We are moving forward with the funding process and working with citizens that came to the public hearing and had additional questions about the engineering for the final plan.

Budget:

- September 22 Workshop: First look at the 2026 Budget. Please start thinking about capital projects you'd like to see. Ideas so far include stucco work at the water plant, public art, etc.
- We have failed our last two CIRSA audits. Kelley has doubled down for responses and to ensure we fix the items that we can moving forward. It has come to our attention that the baseball fields have unsafe bleachers. To replace the bleachers would cost in the \$63K.
- As you know Empire Electric has been modifying and replacing lines in town. Ken Tarr, operations manager for this area has identified an issue that will cause an mandatory need at our water plant for an infrastructure upgrade. I have included a quote that he received. His proposal is that we split this \$100k project.
- Our water plant also needs stucco to strengthen, modernize and complete an upgrade that will take us into 2050 while maintaining proper facilities to continue providing safe drinking water to town citizens. We will need \$40-50K. We do not have a current quote for work so this is only an update.
- We may need to support the Sr Nutrition program with a \$20K supplement to continue to provide services to our seniors.
- insurance, personnel changes, succession planning, and the Town's Strategic Plan.
- Town Grant Committee: We'll soon need to form a committee to review funding requests from local organizations.

- The GOCO grant will require some match next year so we will be putting that in our budget.

Other items:

Jon Kelly has submitted his resignation effective October 28th, 2025. I will begin the process of finding his replacement.

Please remember we are hosting the CML Fall meeting on Thursday, September 30th at 5:30- 7:30pm. Please mark that on your calendars as we need to have a full showing of board members.

Report to the Board of Trustees on the
Planning & Zoning Commission meeting held
August 5, 2025

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

Agenda Item/Description	Discussion
10. Discussion	<p>Comprehensive Plan.</p> <ul style="list-style-type: none"> • 10.1 Review the scope of services presented at the June 23, 2025 Board workshop. No comments. • 10.2 Review Grant Application for Comprehensive Plan Planning Grant. <ul style="list-style-type: none"> ○ Determine scope of application: No comments. ○ Assign elements of the grant application to the Commission for assistance in completing the application: No comments. ○ Review Letter of Request to DOLA presented by Commissioner Mustoe. The Commission discussed the letter and made minor editorial comments. Collectively they were very pleased with the letter's clarity, content, and alignment with the DOLA proposal requirements. <p>They then read the letter out loud, with each Commissioner, in turn, reading a paragraph. This reading led to discussions about the planning process and its implementation – or lack thereof.</p> <p>Questions about the Town's budget and about DOLA Energy Impact funding were referred to Manager Reeves, Treasurer Kelly, and contractor Ken Charles.</p> <p>The Commissioners suggested that the parking lot of future agenda items, some of which have been carry-forward for a year or more, might serve as a starting point to prompt citizen input into the Comprehensive Plan.</p>
11. Future agenda items:	<p>These items are being retained on the agenda, pending development of priorities and capacity for the Town to deal with them:</p> <ol style="list-style-type: none"> 1. Comprehensive Plan sub-plans, including: funding, weed management, watershed management, hazards mitigation, etc. 2. Develop a process and plan for incorporating edits and updates into the Land Use Code, for ensuring its continued alignment with the Comprehensive Plan, and for ensuring that staff and elected / appointed officials are all working from the same versions of the Plan and LUC. 3. Public outreach and education 4. Work with staff to edit the Special Exception Permit application. 5. Examine the 30% front occupancy in the Corridor and Downtown Mixed-Use zones. 6. Parking in town



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

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Consultant Agreement for Professional Services (this "Agreement") is made as of September 24, 2025, by and between The Town of Dolores ("Owner"), and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson ("Consultant" and, together with the Owner, the "Parties"), regarding the Dolores Comprehensive Plan and Code Assistance (the "Project").

In consideration of the mutual covenants and agreements hereinafter contained, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES: Consultant's services to Owner shall consist of those tasks for the Project described in Attachment A (the "Scope of Services"), dated 9/24/2025, which is attached and made part of this Agreement, as well as other services related to the Project that may be requested in writing from time to time by Owner and agreed to by Consultant (collectively, the "Services").

2. COMPENSATION AND INVOICING:

A. For satisfactory performance of the Services, Owner shall pay to Consultant the not-to-exceed compensation of \$54,050.

B. Consultant shall submit a progress report, if requested, and a monthly invoice for all work completed each month, in the form required by Owner, if any. 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 and any subsequent revisions issued.

Consultant shall complete services according to the agreed-upon project schedule. Consultant shall not be responsible for delays resulting from Owner's actions, inactions, or decisions, including delayed approvals, reviews, or responses from Owner or third parties engaged by Owner. If such delays occur, Consultant will promptly notify Owner, and the project schedule and Consultant's compensation shall be equitably adjusted to account for such delays.

4. RESPONSIBILITY OF CONSULTANT:

A. Consultant shall correct, at no additional cost to Owner, any errors or omissions in Consultant's work product solely attributable to Consultant's negligence or Consultant's failure to comply with the professional standard of care as specified in this Agreement, in each case when directed by the owner. Owner-requested modifications, changes in project scope, or revisions due to new information shall be compensated according to the rates established in Attachment B.

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 or breach of the professional standard of care as defined in section 6 of this Agreement 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.



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) necessary 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 DELIVERABLES; EXISTING IP:

- A. All final deliverables specifically created for Owner under this Agreement shall become Owner's property upon full payment. Consultant retains ownership of its pre-existing intellectual property ("Existing IP"). Consultant grants Owner an irrevocable, perpetual, non-exclusive license to use Consultant's Existing IP embedded within deliverables solely for Owner's internal use related to the Project..
- B. As used in this Section 7:
 - (i) "Deliverables" means, collectively, any items, materials, deliverables, or work product specifically delivered by Consultant to Owner in connection with, and solely as a result of the Services.
 - (ii) "Existing IP" means materials, data, designs, plans, computer programs, reports, specifications, drawings, field data, notes, inventions, processes, techniques, concepts or other information developed by or on behalf of Consultant prior to entering into this Agreement or any performance of the Services, whether for Consultant itself or for other of Consultant's clients, including all intellectual property rights in techniques and concepts that were not conceived or first produced by Consultant in the performance of this Agreement.

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 perform all Services under this Agreement as an independent contractor, not as an employee or direct representative of Owner. Consultant shall retain control over the means and methods used in providing the Services. However, Consultant acts only in an advisory and support capacity, without authority to bind Owner to any decision, agreement, or obligation. Owner retains sole authority and responsibility for all final decisions, approvals, and outcomes related to the Services and the Project. Consultant shall not be held liable or subject to claims for actions or decisions made by Owner based upon Consultant's professional recommendations, advice, or analysis, provided Consultant meets the standard of care set forth herein

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, , 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 the Services under this Agreement. . Consultant shall not indemnify or otherwise be liable for claims resulting from Owner's decisions or actions, even if influenced by Consultant's recommendations or analysis, provided Consultant's recommendations were provided in good faith and in accordance with the professional standard of care set forth in this Agreement In no event shall Consultant's liability exceed the amount of its available insurance proceeds.

12. INSURANCE:

A. Consultant shall obtain 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.



E. Consultant may suspend or terminate services if Owner fails to timely compensate Consultant per this Agreement, provided Owner does not cure within 10 business days of receiving written notice.

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: For a period of one (1) year following the later of (i) the termination of this Agreement pursuant to the terms hereof or (ii) the satisfactory completion of the Services performed under this Agreement, Owner shall not, without the prior written consent directly solicit, whether as an employee or independent contractor, any employee or independent contractor of Consultant.

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 this Agreement or 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. If one or more provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, it shall be reformed to the extent possible or, if not possible, it shall be severed and the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 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 and construed in accordance with the laws of the State of Arizona, without regard to rules or principles of conflicts of law that would result in the application of the laws of any other jurisdiction.

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.

22. CONSTRUCTION: Words used herein regardless of the gender specifically used shall be deemed and construed to include any other gender, masculine, feminine or neuter, as the context requires. All references to “dollars” or “\$” are references to United States Dollars. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

23. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (“pdf” or “.tif”) format or via any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows.]



Owner and Consultant have executed this Agreement as of the date first above written.

FOR OWNER:
Leigh Reeves,
Town of
Dolores

FOR CONSULTANT:
Logan Simpson Design Inc.
An Arizona corporation

Leigh Reeves
Town Manager

Megan Moore
Senior Planner

DOLORES PUBLIC INVOLVEMENT SCOPE

PHASE 1. FOUNDATION | FEE: \$7,900

This first phase sets a strong foundation for community engagement and project team coordination to ensure clear roles and responsibilities and central vision.

TASK 1.1 KICKOFF AND PROJECT MANAGEMENT

A virtual kickoff meeting with the project team (Town staff and consultants) will be held to define communication protocols, firm up the project schedule, define the approach and outcomes, and begin outlining the Public Engagement Plan (Task 1.2). This first meeting will review milestones and deliverables; define what success for public engagement looks like; discuss plan branding; and brainstorm key updates that will need to be made to the plan. Ongoing project management throughout the process will include virtual coordination calls every other week to review performed work, upcoming tasks, and upcoming milestones, to ensure the project is effectively managed and meets Town expectations.

Meetings/Deliverables:

- Virtual kickoff call including meeting agenda, materials, and summary
- Regular project coordination calls (biweekly)

TASK 1.2. PUBLIC ENGAGEMENT PLAN

This task will include development of a Public Engagement Plan (PEP), to define the approach to public outreach at each milestone in the process. The PEP will outline outreach goals, activities, venues, key demographics to track, opportunities to align with other local and Town events, and Town and consultant team responsibilities. Our team will design flyers and social media posts to advertise the events, however we will rely on Town staff to distribute.

We will also outline the anticipated level of engagement of the Planning Commission (PC), Town Board (TB), Town staff, and other regional partners and providers. The details and logistics of the engagement events will be defined in the PEP, but generally we anticipate the following:

- Two (2) public event series
- One (1) online questionnaire
- One (1) tag the map activity
- One (1) online document review period and summary
- Website set up and materials

Meetings/Deliverables:

- Draft document, revisions per Town staff, and final Public Engagement Plan (PEP)

TASK 1.3. ONLINE ENGAGEMENT

Website Updates. The consultant will work with the Town to provide graphics and updates for the Town website and social media platforms to keep community members informed of the process and engagement opportunities. The consultant team will provide Town staff with content and a posting schedule that align with the particular phase of the project.

Online Engagement. The Logan Simpson team will also create online activities such as a questionnaire or visual preference activity, and community mapping to engage those unable to attend the meetings. The same questions will be asked the events and online to maintain consistency.

Meetings/Deliverables:

- Website and social media content updated throughout the project (calendar and posting schedule)

TASK 1-4. LISTENING SESSIONS, INTERVIEWS +TOWN TOUR

Community Interviews. A series of interviews will be scheduled to discuss the issues that are most important to address in the process; opportunities and ideas to integrate into the new plan; and desired outcomes for the plan. Local and regional partners and interest groups, as well as Town Board, Planning and Zoning (P&Z), and Town Staff will be invited to participate in these one-on-one or small group discussions, which will be held in-person and digitally.

LOGAN SIMPSON SCOPE

County Tour. The consultant team will also coordinate with Town Staff to organize a van tour to see and discuss issues and opportunities within the Town and surrounding area.

Meetings/Deliverables:

- 10-15 community interviews, invitations, notification, sign-ups and scheduling, key questions, materials, facilitation, and overall summary including guiding themes and issues;
- Town van tour photo documentation and summary

PHASE 2. VISION AND COMMUNITY CHOICES | FEE: \$13,250

During this phase we ask the community to explain their perception of the Town, to respond to other places and projects that they admire or would like to see in Dolores, identify key community assets, and identify the special qualities that make up Dolores. **The goal is to evaluate not only what the Town already has and values, but also to encourage excitement about the unique futures that are possible through a collaborative planning process.** This phase encourages hands-on collaboration through a broad range of materials including mapping exercises that allow community members to consider opportunities and challenges throughout the Town.

TASK 2.1. ESTABLISHING DOLORES'S VISION

The team will work with Town staff to identify key themes from the first questionnaire and one-on-one interviews, connecting the results to the common community values, vision, goals, and land use map in the current Plan. This summary will serve as a bridge between the existing Plan and key discussions/considerations for this update process, highlighting where policies may need to be revisited, or additional community conversations are needed.

Meetings/Deliverables:

- One (1) tag the map online activity
- FAQ document/page on the website
- Questionnaire 1 (draft, final and summary)
- Draft Future Land Use Map

TASK 2-2. COMMUNITY CHOICES OUTREACH

The Logan Simpson team will hold an in-person community open house/drop-in event to solicit shared values, key issues, and big ideas and opportunities facing the Town. This could be held in tandem with a popular community event (like Riverfest, Farmers Market, Escalante Days, Community Yard Sale etc.) and/or at popular destinations to engage visitors, businesses, employees, and local community members in a casual and comfortable environment.

The analysis and evaluation of opportunities in Task 2-1 will result in a set of topics and choices that may either be a significant deviation from current trends or policy, controversial or misunderstood, or possibly new or untested ideas to consider. Communicating the context, tradeoffs, and potential benefits surrounding each choice is essential to this outreach task. The outcome of the choices analysis, workshops, and online activities will identify community-supported strategies and direction that can then be translated into preliminary goals, policies, and implementation actions for the Comprehensive Plan.

Meetings/Deliverables:

- In-Person Community Choices Workshop/Drop In Event with notification, presentation/materials, facilitation, and summaries; online questionnaire #2 and online mapping activity
- Half day of drop-in meetings or targeted community presentations (notification materials, meeting materials, facilitation, and summary)
- Draft and final Engagement Summary
- Attendance at one (1) Planning Commission meeting (in-person if within the same trip, virtual otherwise)

PHASE 3. DRAFT PLAN REVIEW | FEE: \$8,900

After a general vision and community priorities have been developed as a part of the Vision and Community Choices phase, next the community has a chance review the goals and policies of the Draft Plan. At this stage people can add their ideas to the new draft plan and help prioritize actions that they would like to see implemented.

LOGAN SIMPSON SCOPE

TASK 3.1. PLAN CELEBRATION AND CONFIRMATION

By this point in the process, community members have already contributed their ideas and chosen components of an ideal future for the Town. Now they get to confirm that the ideal future developed with policies, goals, and implementation actions, and supporting text is responsive to the community's input and aligns with what the community imagined in the previous two phases of engagement. As part of the final phase we will also take time to celebrate the preferred future that the community chose by relating it back to the things that people love about Dolores today. The celebration aspect of this phase encourages community investment in the Plan and encourages excitement for the action items that are to come.

Public engagement on this Draft Plan will include two (2) in-person public events and online review activities.

Meetings:/Deliverables:

- Two (2) In-Person Draft Plan Review Events within a two-day period (notification materials, event materials, facilitation, and summary)
- Draft Plan Public Review Online Activities and Summary
- Final Future Land Use Map

OPTIONAL TASKS	DESCRIPTION	COST
Preliminary Code Assessment	<p>This task could include review of the current Land Use Code and a 20–40-page report with recommended edits based on both public input and professional experience as well as guidance from the Comprehensive Plan. The report will include a prioritization list of items to be addressed to queue up targeted edits to the existing Land Use Code. This includes alignment of the zoning and subdivision regulations with state and federal statutes.</p> <p>Meetings and Deliverables:</p> <ul style="list-style-type: none"> • Initial kickoff meeting with Staff • Follow up meetings with Staff (up to 3) • Preliminary and Final Assessment Report 	\$10,000
Branding	<p>This task could include working with Town Staff to capture a unifying brand for the project. The intent is to build a unique and recognizable look with consistent messaging for the planning process and documents.</p> <p>Meetings and Deliverables:</p> <ul style="list-style-type: none"> • Project logo, color palette, font family, and templates for documents and maps and printed materials. 	\$2,500
Guidance on State Statute	<p>With the passage of SB24-174, Colorado communities must update their comprehensive plans to include a <i>Strategic Growth Element</i> and a <i>Water Supply Element</i> by December 31, 2026, and adopt a <i>Housing Action Plan</i> by 2028. The Colorado Revised Statute (C.R.S.) also requires the strategic growth element of the Comprehensive Plan to align with the Statewide Strategic Growth Report pursuant to C.R.S. 24-32-3707 and follow guidance from DOLA.</p> <p>This task could include a short report detailing specific requirements from DOLA and guidance on how to align the new state statute requirements into the Comprehensive Plan.</p>	\$4,000
GIS Assistance	<p>Logan Simpson could provide GIS support to the Town of Dolores, assisting with maps related to the Comprehensive Plan or LUC update. This task could include GIS assistance in creating maps that provide additional analysis or context to inform future land use map updates including an areas of change analysis, development constraints map, or other relevant analyses. This task could also include an analysis to help inform updates within the code assessment such as location or spatial</p>	\$5,000

LOGAN SIMPSON SCOPE

Plan Formatting

relationship of entitled residential density and recommended areas where additional density may be appropriate.

This task could include graphic design assistance for final plan format and graphics to elevate the look and useability of the final document. 2,500