

If you would like to address City Council, please place your name on the sign-up sheet located at the back of the City Council Chambers. You will be recognized to speak during the "audience participation" portion of the agenda

AGENDA

City Council Regular Meeting
August 18, 2020 - 7:00 PM

An informational packet containing all agenda material is available for public inspection on our website at www.evanscolorado.gov. The agenda is posted on the bulletin board adjacent to the Council Chambers.

OPTIONAL VIRTUAL MEETING PARTICIPATION

Please click on this URL to join virtually:

<https://us02web.zoom.us/j/87942284886?pwd=ZkQ0bHBWSVA5K1dCdEVrd056VmZmUT09>

Or join by phone: 1-669-900-9128
Webinar ID: 879 4228 4886

1. CALL TO ORDER
2. PLEDGE
3. ROLL CALL

Mayor:	Brian Rudy
Mayor Pro-Tem:	Mark Clark
Council:	Laura Speer
	Alicia Johnson
	Fred Neal
	Amanda Castle
	Tammy Mortenson

4. AUDIENCE PARTICIPATION

The City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address City Council. Depending on the number of speakers on any given topic, your comments may be limited to two (2) minutes. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff person for follow-up. Thank you!

5. APPROVAL OF AGENDA

6. CONSENT AGENDA

The consent agenda is reserved for matters which are considered to be routine and uncontroversial. Any item may be removed from the consent agenda and placed on the regular agenda at the request of the Mayor or a City Council member.

- [A.](#) Approval of the August 3, 2020 City Council Meeting Minutes
- [B.](#) Consideration of Ordinance Number 723-20 Arrowhead Annexation and Zoning (2nd Reading)

7. NEW BUSINESS

- [A.](#) Consideration of Water and Sewer Board Member Appointments
- [B.](#) Consideration of Approval of the Development Agreement for Quality Lube Expansion Located at 3303 23rd Avenue
- [C.](#) Consideration of Approval of the Development Agreement for Peerless Tires to be Located at the Northwest Corner of 37th Street and St. Vrain Street
- [D.](#) Consideration of Award of Bid for the 37th Street Concrete Replacement and Mill and Overlay Project
- [E.](#) Consideration of Award of Bid for 23rd Avenue Extension Project
- [F.](#) Consideration of Payment for DCP Midstream Pipeline Relocation as Part of the 47th Avenue Widening Project
- [G.](#) Resolution Number 27-2020 – A Resolution Approving Amendment #2 to the Contract For Co-Responder Services Program

8. REPORTS

- [A.](#) City Manager
- [B.](#) City Attorney

9. AUDIENCE PARTICIPATION

Please review the Audience Participation section listed at the beginning of the agenda for procedures on addressing City Council.

10. EXECUTIVE SESSION

To confer with the City Attorney regarding the possible sale or transfer of property pursuant to 24-6-402(4)(a) and (b), C.R.S.

10. ADJOURNMENT

CITY OF EVANS – MISSION STATEMENT

“To deliver sustainable, citizen-driven services for the health, safety, and welfare of the community.”

It is the policy of the City of Evans that all programs and activities shall be accessible to, and usable by, persons with disabilities. Persons needing assistance shall contact the Safety & Risk Management Manager at the City of Evans. Please provide three to five business day's advance notice so we can adequately meet your needs.

CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020
AGENDA ITEM: 6.A
SUBJECT: Approval of the August 3, 2020 City Council Meeting Minutes
PRESENTED BY: Julie Roeder, Interim City Clerk

AGENDA ITEM DESCRIPTION:
Approval of minutes

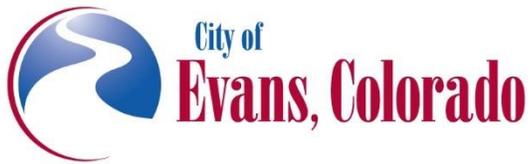
FINANCIAL SUMMARY:
N/A

RECOMMENDATION:
N/A

SUGGESTED MOTIONS:
“I move to approve the minutes as presented”

ATTACHMENTS:

- August 3, 2020 City Council Meeting Minutes



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MINUTES

City Council Regular Meeting
August 03, 2020 - 7:00 PM

1. CALL TO ORDER

Mayor Rudy called the meeting to order at 7:06 p.m.

2. PLEDGE

3. ROLL CALL

Mayor: Brian Rudy
Mayor Pro-Tem: Mark Clark
Council: Laura Speer
Alicia Johnson
Fred Neal
Amanda Castle
Tammy Mortenson

4. AUDIENCE PARTICIPATION

There was no audience participation.

5. APPROVAL OF AGENDA

Mayor Pro-Tem Clark made the motion, seconded by Council Member Johnson to approve the agenda. The motion passed with all voting in favor thereof.

6. CONSENT AGENDA

The consent agenda is reserved for matters which are routine and uncontroversial. Any item may be removed from the consent agenda and placed on the regular agenda at the request of the Mayor or a City Council member.

- A. Approval of the July 21, 2020 City Council Meeting Minutes
- B. Consideration of Ordinance Number 728-20 Implementing the Colorado Sales and Use Tax Software System (SUTS) (2nd Reading)

Mayor Rudy recused himself from this motion because he was absent at the last meeting.

Mayor Pro-Tem Clark made the motion, seconded by Council Member Johnson to approve the agenda. The motion passed with all voting in favor thereof.

7. NEW BUSINESS

- A. Consideration of Resolution Number 20-2020 Making Findings of Facts by the City Council of the City of Evans, Colorado, and its Conclusions Relative to the Eligibility for Annexation to the City of Evans, Colorado, of Certain Municipally Owned Property

Mr. Becklenberg, City Manager, provided the Council with an overview of the annexation process for this property. This is a three-step process. The first is the consideration of eligibility for annexation per state law. Second, is the consideration of the actual annexation and assigning a zone to the property. Then third, we will be seeking a special use permit for the open space and park purpose.

Drew Lyman, Assistant City Attorney, informed the City Council on the eligibility resolution to determine that the municipally owned property which is the Arrowhead open space is legally eligible to be annexed by the City of Evans and it's a finding of fact made by resolution and this is step one in the process to annex this property.

Council Member Johnson made the motion, seconded by Council Member Neal to approve Resolution No. 20-2020 as proposed. The motion passed with all voting in favor thereof.

- B. Public Hearing: Consideration of Ordinance Number 723-20 Arrowhead Annexation and Zoning (1st Reading)

Mayor Rudy opened the Public Hearing at 7:10 p.m.

Mr. Becklenberg reminded City Council that step two is the consideration of the annexation itself and assigning a zoning classification to this property.

Anne Best-Johnson, Community Development Director, provided an overview of the entire Arrowhead project.

Mayor Rudy asked if there was anyone in the audience who wished to speak for this item; no one came forward.

Mayor Rudy asked if there was anyone in the audience who wished to speak opposing this item; no one came forward.

Council Member Speer asked staff to clarify that we do not have a park zone in the City of Evans.

Anne Best-Johnson, Community Development Director advised Council Member Speer that this is correct some of the parks could be zoned R-1 or whatever the surrounding zone district is or PUDs.

Mayor Rudy closed the Public Hearing at 7:18 p.m.

Mayor Pro-Tem Clark made the motion, seconded by Council Member Neal to approve the Arrowhead Annexation and Zoning, and to adopt Ordinance No. 723-20 on first reading. The motion passed with all others voting in favor thereof.

C. Consideration of Resolution Number 22-2020 Approval of Use by Special Review for the Arrowhead Open Space/Park located at 37th Street and 47th Avenue

Mr. Becklenberg, City Manager, informed the City Council that we now have an additional ten acres and it is zoned agricultural. Now, we need go through the process to have the lands used as the City Council envisions it is to be used.

Lauren Richardson, City Planner, provided the Council with an overview of the process.

Council Member Speer thanked staff for including the Planning Commission minutes in the presentation.

Council Member Neal stated that he is glad he will still be able to see the same view he has enjoyed for almost over fifty years instead of storage sheds. He believes the public is going to enjoy the park.

Council Member Castle made the motion, seconded by Council Member Johnson to move to adopt Resolution No. 22-2020 as proposed with conditions of approval. The motion passed with all others voting in favor thereof.

D. Public Hearing: Consideration of Ordinance Number 727-20 an Ordinance Repealing and Replacing Chapter 18.07.120 of the Evans Municipal Code to Provide Transparent Application Processing Standards for Plat Modifications, Replats, Vacations and Lot Line Adjustments in the City of Evans

Mayor Rudy opened the Public Hearing at 7:28 p.m.

Mr. Becklenberg, City Manager, informed City Council that Planning staff and Planning Commission have been talking about clarifying a chapter of our City Code regarding the processing application requirements for things like plat modifications, replats, vacations of property and lot line adjustments. These are small, but important things when it affects your project as a property owner or developer. The goals are to make this process clearer, and more consistent with today's best practices, and what the application requirements are. The Planning Commission and staff are still working on this item; therefore, we are requesting this item to be continued to the September 15, 2020 City Council meeting.

Mayor Rudy asked if there was anyone in the audience who wished to speak in favor of his item; no one came forward.

Mayor Rudy asked if there was anyone in the audience who wished to speak opposing this item; no one came forward.

Mayor Pro-Tem Clark made the motion, seconded by Council Member Johnson to continue the Public Hearing for the Consideration of Ordinance 727-20 Repealing and Replacing Chapter 18.07.120 of the Evans Municipal Code to Provide Transparent Application Processing Standards for Plat Modifications, Replats, Vacations and Lot Line Adjustments in the City of Evans to September 15, 2020. The motion passed with all others voting in favor thereof.

- E. Public Hearing: Consideration of Ordinance Number 729-20 an Ordinance Adding Chapter 9.29 to Title 9 of the Evans Municipal Code to Regulate Unmanned Aircraft Systems in the City of Evans (1st Reading)
Mayor Rudy opened the Public Hearing at 7:31 p.m.

Mr. Becklenberg reminded Council that they have held two work sessions on the potential of adding this chapter to the municipal code to regulate unmanned aircraft system otherwise known as drones.

Mayor Rudy asked if there was anyone in the audience who wished to speak in favor of this item; no one came forward.

Mayor Rudy asked if there was anyone in the audience who wished to speak opposing this item; no one came forward.

Mayor Pro-Tem Clark asked if the FAA regulates the use of drones and we adopt an ordinance, will not the FAA take precedence over the City's ordinance.

Drew Lyman, Assistant City Attorney, stated it would to the extent there was a conflict between the ordinance and the FAA regulations, but this ordinance covering below 400 feet in altitude I believe this ordinance as drafted to be enforceable.

Mayor Pro-Tem Clark asked what the penalties would be under our City Code.

Drew Lyman, Assistant City Attorney stated that the penalties would be the penalty under 1.16 of Evans Municipal Code.

Mayor Rudy closed the Public Hearing at 7:33 p.m.

Mayor Pro-Tem Clark stated that he is still on the fence because the FAA still regulates and there could be a potential conflict even if it is from the ground up.

Council Member Speers stated that there is no conflict with the FAA and asked what part Mayor Pro-Tem is referring to. She stated that they have three outlined policies, and this is in addition to it not conflicting with the FAA.

Mayor Pro-Tem Clark stated he still does not know and that we should not be policing drones and there are other things people find offensive that we do not regulate.

Council Member Speer stated that her purpose was for a reference for people to have education.

Council Member Johnson agreed that this addresses some of the ambiguity and makes it clearer if the situation were to arise, we would have something place.

Council Member Speer stated that she appreciates everybody's consideration of this and that there have been several other cities that have taken up this issue with more drones coming that we are being proactive.

Council Member Neal agreed with Mayor Pro-Tem Clark that it seems more like an FAA issue and that we are going to get into some conflicting law language if we try to enforce it. He stated that he is not entirely in favor of this issue.

Council Member Mortenson asked if there was a certain size of drone they are referring to. If they are recording, then I would have an issue.

Drew Lyman, Assistant City Attorney, the ordinance does not specify. The FAA regulations concern drones of 55 pounds or less. The ordinance does provide that it's for hobby or recreational purposes and then as to the subsection F about hovering entering or landing on another person's property it requires that it's knowingly done without that person's consent and so there's that element of intent there.

Council Member Speer stated that she brought this forward after witnessing a lot of problems at Riverside park which was not limited to people out there over the lake intentionally harassing the wildlife. This has occurred on more than one occasion, and I know that they have landed on my property a lot too which has caused some issues too.

Mayor Rudy stated his concern is slightly different and likes the education piece, but does not like fines being handed out, or having it a high priority call for our police officers. Harassing wildlife is never ok, but this would be a different law they are breaking.

Council Member Mortenson stated that she wanted to back up Mayor Rudy, and that this was one of her concerns too. She does not want to waste police officer's time on this, especially if it is a toy. She agreed that she does not want people messing with animals or other people's homes.

Council Member Speer stated that she has seen neighborhood arguments where the police have been called to dissipate a situation. Furthermore, I discussed Riverside park and we are adding a new park with a lake with a lot of wildlife. She stated she has concerns for the future.

Mayor Pro-Tem Clark agree with Mayor Rudy about the education piece, but do we really want to use police resources for this purpose.

Mayor Rudy stated that if we are educating it will be the police out there doing it. The education piece is where we need go.

Jim Becklenberg offered that if the City Council has questions about enforcement. Police Chief Brandt is here to weigh in on our current strategy.

Mayor Pro-Tem asked if a person were warned and continues flying a drone over another's property what would the penalties be.

Police Chief Brandt stated that if intent could be shown they could face a municipal or county charge for harassment. There are probably a couple different ways we can handle.

Mayor Rudy asked would this similarly go with if they are scaring animals on purpose could that be an animal cruelty charge

Police Chief Brandt stated that if it is domestic animal there is one set of circumstances or charges if it is a wild animal there's other things we can do.

Council Member Castle stated that what we are seeing here is that regardless if we have an ordinance the police will be called out to mitigate the situation.

Police Chief Brandt stated that if they were called out, police officers would focus on the education piece.

Mayor Rudy asked if a person could go onto someone's property to retrieve it, is this considered trespassing.

Police Chief Brandt said this is not necessarily trespassing because it is not a fenced area, but if they were asked not to come on the porch then it could be trespassing.

Council Member Castle asked how many calls you think you get.

Police Chief Brandt said it is not a common call they receive.

Speer asked if we could put information on the City's website.

Jim Becklenberg said that we could have this put on the website and perhaps have some flyers the police could distribute to educate the public. The ordinance would give us some specific local regulations that could go little further toward the issues that were raised in the City Council work sessions.

Council Member Castle states it comes down to how many resources we want to put toward the issue that is not pervasive.

Mayor Pro-Tem Clark made the motion, seconded by Council Member Castle to deny Ordinance No. 729-20 adding Chapter 9.29 to Title 9 of the Evans Municipal Code to Regulate Unmanned Aircraft Systems in the City of Evans. The motion to deny passed with a vote 5 to 2 with Council Member Speer and Johnson voting no.

- F. Consideration of Resolution Number 26-2020 to Authorize and Approve Evan's Participation in the Metro Mortgage Assistance Plus Program and Authorizing the Execution of the Delegation and Participation Agreement and Other Documents in Connection Therewith

Mr. Becklenberg informed the Council that the City of Denver has a revolving loan fund to support the Metro Mortgage Assistance Plus Program which started out being available to Denver residents. It assists first-time home buyers with low interest mortgages and other first-time homebuyer benefits. Recently, one of the lenders and the City of Denver reached out to Evans as part of a broader initiative to allow more citizens along the front range and in other communities the opportunity to use this program for low-interest mortgages and the other benefits within the program. Participation in this program carries no discernable risk and can be cancelled with 30 days' notice.

Mayor-Pro Tem Clark shared his support of this program.

Council Member Castle shared her support of this program.

Council Member Johnson shared her support of this program.

Mayor Rudy shared his support of this program and liked that we could opt out at any time.

Council Member Neal shared his support of this program.

Mayor Pro-Tem Clark made the motion, seconded by Council Member Johnson to move to adopt Resolution No. 26-2020. The motion passed with all others voting in favor thereof.

- G. Consideration of Award of Bid: 2020 Asphalt Treatment Project

Mr. Becklenberg informed the Council that it was decided we move \$500,000.00 from other portions of our pavement management and future sales tax measure 1A to this year specifically for chip sealing to meet Council's goals. Mr. Becklenberg discussed the process and bids.

Mark Oberschmidt, City Engineer, gave an overview of the two bids received. We received good numbers from the contractors.

Council Member Johnson asked if chip sealing would take care of a plant growing up through the road.

Mark Oberschmidt, City Engineer replied that chip sealing will not keep this from happening. This is caused by significant cracking and we need to apply weed killer. He continued by giving an overview of the pavement process.

Council Member Johnson asked that we visit several areas to make sure they are being take care of.

Council Member Speer asked if we will be giving the contractors the list of streets that are priority. She noted that Denver St. was on the list and has already been completed. She asked if a street is on the list and has been completed will the contractor move onto the next and keep the money or be expected to fix another street.

Mayor Rudy shared understanding of Council Member Speer's concern. Council Member Johnson asked if we could do a once-over on our list of priority streets to ensure that the list is current.

Council Member Neal shared that is great that the estimates came in less than expected.

Mayor Pro-Tem Clark made the motion, seconded by Council Member Neal to award the 2020 Asphalt Treatment Project to Vance Brothers, Inc. and to authorize the Mayors signature on the agreement. The motion passed with all others voting in favor thereof.

H. Consideration of Award of Contract for Multi-Modal Master Plan

Mr. Becklenberg informed Council that this is the project where the cost is \$168,000.00, where \$15,000.00 will come from the City Evans, \$3,000.00 from Weld County and a grant from CDOT in the amount of \$150,000.00.

Mayor Rudy expressed that this great for the City of Evans.

Council Member Mortenson made the motion, seconded by Council Member Castle to award the contract for the Multi-Modal Master plan to Fehr & Peers and authorize the Mayor's signature on the contract agreement. The motion passed with all others voting in favor thereof.

I. Consideration of Award of Bid: Tuscany Non-Potable Pump Skid

Mr. Becklenberg gave an overview of the project.

Mark Oberschmidt, City Engineer, gave an overview of the project.

Council Member Speer stated that she feels it is very advantageous that we use the same system between the different locations and that staff already has knowledge of the system.

Council Member Johnson expressed her gratitude.

Council Member Castle made the motion, seconded by Council Member Johnson to award the contract for the Tuscany Non-Potable Pump Skid to Watertronics and to authorize the Mayors signature on a contract. The motion passed with all others voting in favor thereof.

J. Consideration of the 47th Avenue Widening/23rd Avenue Inspection and Testing Services Contract

Mr. Becklenberg informed the Council that these are two of our larger projects. They have approved by Council recently or will be in the next couple of weeks. It is vital that we have high quality inspections and materials, so that we have high quality projects.

Mark Oberschmidt, City Engineer, gave an overview of the project.

Council Member Speer would like to see how it goes with Geocal, because the \$40,000.00 is a big difference.

Mark Oberschmidt, City Engineer, explained the management we will receive from Geocal.

Council Member Johnson expressed her gratitude for staff looking into billable hours.

Mayor-Pro Tem Clark made the motion, seconded by Council Member Johnson to award the contract to Geocal and to authorize the Mayor's signature on the contract. The motion passed with all others voting in favor thereof.

8. REPORTS

A. City Manager

Mr. Becklenberg informed the City Council of the street priorities on 37th St. overlay bid opening on Thursday. To speed up the process we may be asking for a special City Council meeting to get this project moving forward quickly between now and the next City Council meeting.

B. City Attorney

Mr. Krob reported that the City and staff continues to be busy with development items. Mr. Krob announced to City Council that the CML Virtual Conference is scheduled for August 25th – 27th. Assistant City Attorney continues to remain busy

with court and drafting ordinances such as the drone ordinance considered this evening.

9. AUDIENCE PARTICIPATION (general comments)

There was no audience participation.

10. ADJOURNMENT

The meeting was adjourned at 8:37 p.m.

DRAFT

CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020

AGENDA ITEM: 6.B

SUBJECT: Consideration of Ordinance Number 723-20 Arrowhead Annexation and Zoning (2nd Reading)

NAME & TITLE: James L. Becklenberg, City Manager
Randy Ready, Assistant City Manager
Anne Best-Johnson, Community Development Director

AGENDA ITEM DESCRIPTION:

On April 20, 2020, the City of Evans acquired fee simple title property described in Exhibit A to the Ordinance as the Arrowhead open space parcel. The land is located south of and adjacent to 37th Street and west of and adjacent to Arrowhead Drive/47th Avenue. The property is outlined on the map below.



Planning Commission heard the Zoning request at the July 28, 2020 meeting and voted to forward a recommendation of approval to City Council. City Council held a public hearing on the Annexation and Zoning request at the August 3, 2020 meeting and moved to approve the request on first reading. Approval of Ordinance Number 723-20 would approve the annexation of the Arrowhead open space parcel and the property would be placed in the Agriculture Zone District.

Furthermore, the Planning Commission recommended approval of a Special Use Permit to allow Park/Open Space uses at the Arrowhead property and City Council approved Resolution Number

22-2020 on August 3 to approve that special use for this property within the Agriculture zone district.

The purpose of this memo is to support the second reading of Ordinance 723-20 to complete the annexation and zoning of the Arrowhead property.

FINANCIAL SUMMARY:

Following the second reading of the Ordinance, City Staff will finalize the preparation of the Zoning and Annexation map for recording with the Weld County Clerk and Recorder. The preparation of the mapping is estimated at \$2,000.00.

RECOMMENDATION:

Staff recommends that Council approve the Annexation and Zoning of the Arrowhead parcel upon second reading.

SUGGESTED MOTIONS:

“I move to approve Ordinance No. 723-20 on 2nd Reading as proposed to annex certain municipally-owned property into the City of Evans and to zone the property in the Agriculture Zone District.”

I move to deny Ordinance No. 723-20 as proposed for the reasons stated.”

ATTACHMENTS:

- Ordinance 723-20
- Draft Annexation Map

CITY OF EVANS

ORDINANCE NO. 723-20

**AN ORDINANCE ANNEXING CERTAIN MUNICIPALLY OWNED PROPERTY
TO THE CITY AND ZONING SUCH LANDS**

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, Article II, Section 30 of the Colorado Constitution and Colorado Revised Statutes Section 31-12-106 permits a municipality to annex any unincorporated area owned by said municipality; and

WHEREAS, under C.R.S. Section 31-12-106 when the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and sections 31-12-104(1)(a) and 31-12-105, the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in sections 31-12-108 and 31-12-109; and

WHEREAS, on April 20, 2020, the City of Evans acquired fee simple title to certain real property described in Exhibit A to this ordinance (“the Property”); and

WHEREAS, the Property is owned by the City and is not solely a public street or right-of-way; and

WHEREAS, the perimeter of the area to be annexed is more than one-sixth contiguous with the City of Evans; and

WHEREAS, the City Council has considered that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution, and has otherwise determined that such annexation complies with Colorado state law; and

WHEREAS, pursuant to the provisions of the Evans City Code, including but not limited to Sections 18.06.030 and 18.06.040, the matter was referred to the Planning Commission to obtain a recommendation as to the appropriate zoning of the Property if it is annexed to the City; and

WHEREAS, the criteria to be considered by the Planning Commission and the City Council in zoning property, as set forth in Section 18.06.040D of the Evans City Code are:

1. A need exists for the proposed uses,
2. The particular parcel of ground is indeed the correct site for the proposed development,
3. There has been an error in the assigned zoning or
4. There have been significant changes in the area to warrant a zone change,
5. Adequate circulation exists and traffic movement would not be impeded by the development,
6. Additional municipal service costs will not be incurred which the City is not prepared to meet,
7. There are minimal environmental impacts or impacts can be mitigated,
8. The proposal is consistent with the Evans Comprehensive Plan, maps, goals and polices and
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use.

WHEREAS, at its meeting on July 28, 2020, the Planning Commission considered the appropriate zoning of the Property; and

WHEREAS, based on the criteria set forth above, the matters presented to the Planning Commission by the City, and the comments of staff and the public, the Planning Commission has recommended that the Property be zoned in the Agriculture Zone District with the Special Use of Recreations facilities, outdoor extensive; and

WHEREAS, following proper notice, the matter was presented to the City Council at its regular meeting on August 3, 2020; and

WHEREAS, based on the matters presented to it, including comments from staff and the public, and all applicable criteria and requirements, the City Council concludes that it is in the best interest of the City to annex the Property to the City of Evans; and

WHEREAS, based on the recommendation of the Planning Commission, comments from staff and the public, and applying the criteria set forth above, the Council concludes that, the Property should be zoned in the Agriculture Zone District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The Property described in Exhibit A, attached hereto and incorporated herein by reference, shall be and hereby is annexed to, incorporated in and made a part of the City of Evans, Colorado.
2. The annexation of the Property to the City of Evans shall be complete and effective on the effective date of this ordinance, except for purposes of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2020.
3. The Property shall be zoned in the Agriculture Zone District, and the zoning map for the City of Evans shall be amended to reflect such zoning.
4. The City Clerk is hereby directed to record this Ordinance with the Weld County Clerk and Recorder.
5. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
6. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 3RD DAY OF AUGUST 2020.

ATTEST:

CITY OF EVANS, COLORADO

Julie Roeder, Interim City Clerk

BY: _____
Bryan Rudy, Mayor

PASSED AND ADOPTED ON A SECOND READING THIS 18th DAY OF AUGUST 2020.

ATTEST:

CITY OF EVANS, COLORADO

Julie Roeder, Interim City Clerk

BY: _____
Bryan Rudy, Mayor

ALTA/ACSM LAND TITLE SURVEY

PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO

LEGAL DESCRIPTION OF RECORD

(A DEED DESCRIBING THE SUBJECT PARCEL HAS NOT BEEN FOUND IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER. THE LEGAL DESCRIPTION OF RECORD HAS BEEN DERIVED FROM A QUIT CLAIM DEED RECORDED AS RECEPTION NUMBER 2890428 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER.)

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, BEING A TRACT OF LAND 15 (FIFTEEN) FEET BEYOND THE HIGH WATER LINE OF LAKE ARROWHEAD, BUT IN NO EVENT TO ENCRUCH ON SURVEYED AND PLATTED LOTS ALREADY EXISTING AROUND THE LAKE.

LEGAL DESCRIPTION AS SURVEYED

BEGINNING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 TO BEAR SOUTH 00°00'00" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 409.16 FEET;

THENCE ALONG THE FOLLOWING 12 COURSES BEING TO POINTS 15.00 FEET BEYOND THE HIGH WATER LINE OF ARROWHEAD LAKE, BUT IN NO EVENT TO ENCRUCH ON SURVEYED AND PLATTED LOTS ALREADY EXISTING AROUND THE LAKE;

1. THENCE SOUTH 72°51'00" WEST A DISTANCE OF 189.98 FEET;
2. THENCE SOUTH 85°28'00" WEST A DISTANCE OF 96.12 FEET;
3. THENCE NORTH 88°40'00" WEST A DISTANCE OF 195.49 FEET;
4. THENCE NORTH 71°36'00" WEST A DISTANCE OF 195.25 FEET;
5. THENCE SOUTH 88°52'00" WEST A DISTANCE OF 112.48 FEET;
6. THENCE SOUTH 24°27'00" WEST A DISTANCE OF 125.09 FEET;
7. THENCE SOUTH 89°47'30" WEST A DISTANCE OF 71.23 FEET;
8. THENCE NORTH 14°09'00" WEST A DISTANCE OF 195.77 FEET;
9. THENCE NORTH 67°56'00" WEST A DISTANCE OF 311.25 FEET;
10. THENCE NORTH 77°57'50" WEST A DISTANCE OF 263.81 FEET;
11. THENCE NORTH 00°02'37" WEST A DISTANCE OF 51.49 FEET;
12. THENCE NORTH 75°50'00" WEST A DISTANCE OF 202.46 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH 89°46'49" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1,670.85 FEET TO THE POINT OF BEGINNING.

COUNTY OF WELD, STATE OF COLORADO.

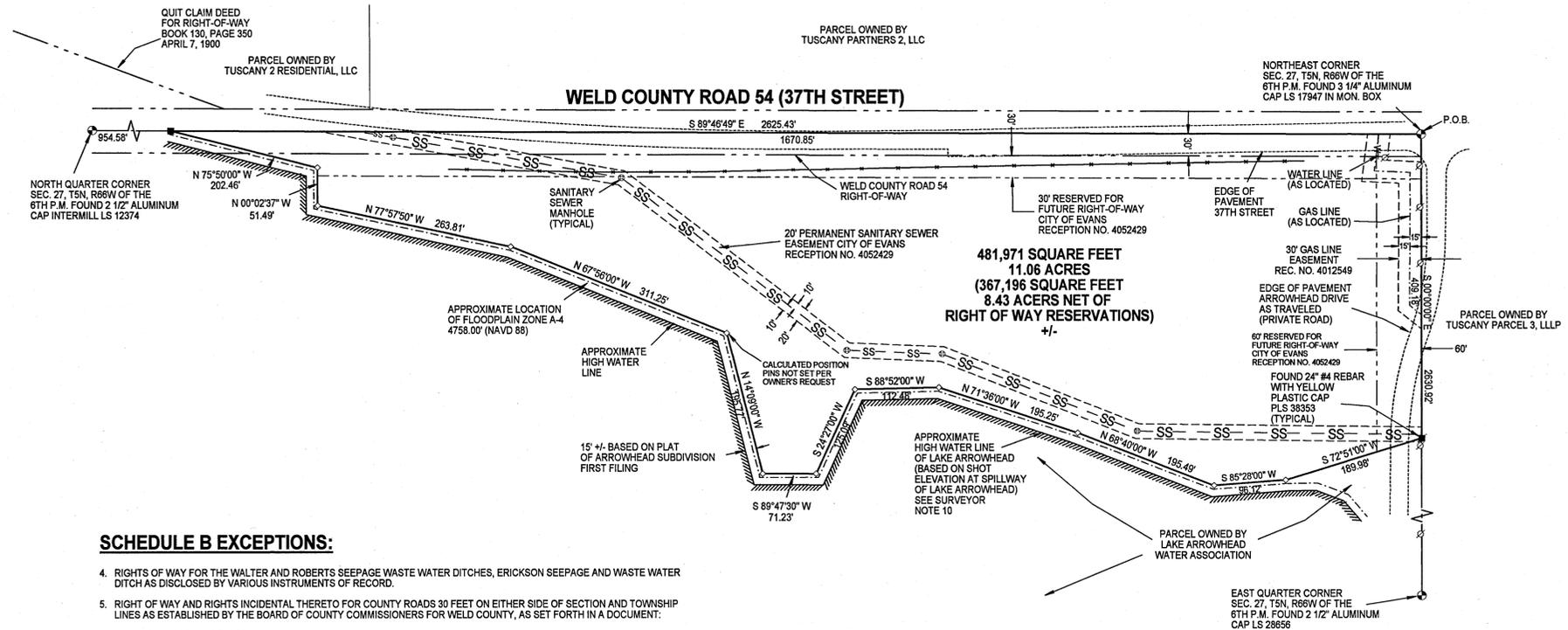
TITLE POLICY NOTE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE RECORDS, THOMAS LAND SURVEYING, LLC, RELIED UPON TITLE POLICY NUMBER CO-FFAH-IMP-81306-1-14-H0406746, DATED 10/13/2014, 6:00 P.M. AS PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY AND HERITAGE TITLE COMPANY TO DELINEATE THE AFORESAID INFORMATION.

SURVEYOR NOTES:

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS LAND SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF JEFFERY ENGELMAN, DIANNE ENGELMAN, HERITAGE TITLE COMPANY, AND COMMONWEALTH LAND TITLE INSURANCE COMPANY, NAMED IN THE SURVEYOR'S CERTIFICATE HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC. 18-4-508, WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. 1859 (2009).
5. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
6. DATES OF FIELD WORK: 09/04/2014
7. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 481,971 SQ. FT. OR 11.06 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR. IT MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.
8. ARROWHEAD DRIVE WAS ESTABLISHED FOR ACCESS TO THE ARROWHEAD SUBDIVISION ON THE ASSUMPTION THAT WELD COUNTY HAD OPENED THE ROAD 30 FEET ON EACH SIDE OF THE SECTION LINE; THIS PER ELMER LUNDVALL ON 09/04/2014. AFTER RESEARCHING THE ROAD HISTORY AND AFTER SPEAKING WITH JACKIE BARROW AT THE WELD COUNTY OFFICE OF PUBLIC WORKS, IT WAS DETERMINED THAT THE RIGHT OF WAY WAS RESERVED PER THE RESOLUTION OF 1889 BUT THE ROAD WAS NEVER OPENED BY THE COUNTY COMMISSIONERS. HOWEVER, IT WAS DETERMINED THAT WELD COUNTY HAS BEEN MAINTAINING THE ROAD FOR SOME TIME. ON THE NORTH END, THE ROAD LIES ON LAND IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M. SAID PARCEL OF LAND BEING OWNED BY TUSCANY PARCEL 3, L.L.P. ATTEMPTS TO CONTACT TUSCANY PARCEL 3, L.L.P. FOR PURPOSES OF GATHERING ADDITIONAL PARCEL EVIDENCE WERE UNSUCCESSFUL. THE ROAD THEN TRAVELS SOUTHWEST CROSSING ONTO THE SUBJECT PROPERTY. AFTER RESEARCHING EASEMENTS, PLATS AND THE TUSCANY ANNEXATION TO THE CITY OF EVANS, IT APPEARS THAT THERE ARE NO EASEMENTS OR DEDICATIONS ALLOWING ACCESS TO THE ARROWHEAD SUBDIVISION. ARROWHEAD DRIVE IS AN APPARENT SERVITUDE OF ACCESS TO THE ARROWHEAD SUBDIVISION THAT MAY BURDEN THE SUBJECT PROPERTY AS A POTENTIAL PRESCRIPTIVE ACCESS EASEMENT. A RESERVATION OF 60 FEET OF RIGHT OF WAY BY THE CITY OF EVANS IS EVIDENCED BY A DOCUMENT RECORDED IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 4052429.
9. THERE ARE POWER POLES RUNNING NORTH TO SOUTH ALONG THE EAST LINE OF THE SUBJECT PROPERTY. THE SURVEYOR WAS UNABLE TO LOCATE ANY RELATED EASEMENTS IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER.
10. THE SUBJECT PROPERTY IS BOUNDED ON THE SOUTH BY A WATER BOUNDARY BEING LAKE ARROWHEAD. THE HIGH WATER LEVEL OF THE LAKE WAS DETERMINED BY THE SURVEYOR USING THE FLOWLINE OF THE EXISTING SPILLWAY LOCATED ON THE EASTERLY SHORE OF SAID LAKE. THE SURVEYOR THEN DETERMINED THE SOUTHERLY BOUNDARY OF THE SUBJECT PROPERTY BY MEASURING 15 FEET NORTHERLY FROM THE DETERMINED HIGH WATER LINE. THE DATE OF FIELD WORK OF THESE MEASUREMENTS WAS FEBRUARY 18, 2014. THE WATER BOUNDARY IS SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND SAID BOUNDARY MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.
11. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
12. NONE OF THE SUBJECT PROPERTY APPEARS TO BE A DESIGNATED WETLAND AS DELINEATED BY THE ARMY CORPS OF ENGINEERS AS OF SEPTEMBER 12, 2014.

PREPARED BY:
THOMAS LAND SURVEYING, LLC
2619 11TH STREET ROAD, SUITE 24
GREELEY, COLORADO 80634
(970)304-0984



SCHEDULE B EXCEPTIONS:

4. RIGHTS OF WAY FOR THE WALTER AND ROBERTS SEEPAGE WASTE WATER DITCHES, ERICKSON SEEPAGE AND WASTE WATER DITCH AS DISCLOSED BY VARIOUS INSTRUMENTS OF RECORD.
5. RIGHT OF WAY AND RIGHTS INCIDENTAL THERETO FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, AS SET FORTH IN A DOCUMENT.

RECORDING DATE: OCTOBER 14, 1889
RECORDING NO.: BOOK 88 AT PAGE 273.

6. RIGHT OF WAY FOR EAST 37TH STREET AS CURRENTLY ESTABLISHED AND USED.

7. RESERVATIONS MADE BY THE UNION PACIFIC RAILROAD COMPANY IN THE DEED SET FORTH BELOW, PROVIDING SUBSTANTIALLY AS FOLLOWS: RESERVING UNTO THE COMPANY AND ITS ASSIGNS ALL COAL THAT MAY BE FOUND UNDERNEATH SURFACE OF THE LAND AND THE EXCLUSIVE RIGHT TO PROSPECT AND MINE FOR SAME, ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY APPEAR NECESSARY FOR PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED UPON THE LAND, AND FOR TRANSPORTATION OF COAL FROM SAME, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN;

RECORDING DATE: SEPTEMBER 28, 1908
RECORDING NO.: BOOK 233 AT PAGE 167

8. UNDIVIDED FULL INTEREST IN ALL OIL, GAS AND OTHER MINERAL RIGHTS RESERVED IN THE INSTRUMENT SET FORTH AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN;

RESERVED BY: COUNTY OF WELD
RECORDING DATE: JANUARY 3, 1944
RECORDING AT: BOOK 1124 AT PAGE 214

9. ALL MATTERS DISCLOSED BY LAND TRUST AGREEMENT AND DECLARATION OF TRUST RECORDED MARCH 7, 1963 IN BOOK 1640 AT PAGE 232 AND QUIT CLAIM DEED RECORDED AUGUST 19, 1992 AT RECEPTION NUMBER 2300593.

10. RIGHTS OF OTHERS IN AND TO THE IRRIGATION PUMP LOCATED ON THE EAST BANK OF LAKE ARROWHEAD AS DISCLOSED BY DEED RECORDED APRIL 4, 1978 AT RECEPTION NUMBER 1749415.

RECORDING DATE: JULY 13, 1995
RECORDING NO.: 2446322

12. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: DCP MIDSTREAM, LP
PURPOSE: PIPELINE
RECORDING DATE: APRIL 29, 2014
RECORDING NO.: 4012549

13. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY,

JOB NO.: 1409.001
PREPARED BY: THOMAS LAND SURVEYING, LLC

- MATTERS SHOWN:
- A. POSSIBLE RIGHT OF WAY FOR ARROWHEAD DRIVE ALONG THE EASTERLY LINE.
 - B. ALL MATTERS DISCLOSED IN NOTE NOS. 8 AND 10
 - C. FENCE LINES DO NOT COINCIDE WITH PROPERTY LINES.
 - D. WATER LINE, GAS LINES AND POWER POLES.

14. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL, AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF LAND.

15. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT AND DEED FOR EASEMENT AND RIGHT-OF-WAY AS SET FORTH BELOW.

RECORDING DATE: OCTOBER 8, 2014
RECORDING NO.: 4052428.

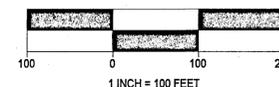
SURVEYOR'S CERTIFICATE

TO JEFFERY ENGELMAN, DIANNE ENGELMAN, HERITAGE TITLE COMPANY, AND COMMONWEALTH LAND TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 11(b), 17, 18, 19, 20(a), 20(b) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 4, 2014.

DATE OF PLAT: 11/13/2014

ROBERT D THOMAS
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR #38353
PLS 38353



BASIS OF BEARING:

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO IS ASSUMED TO BEAR SOUTH 00°00'00" EAST AND IS MONUMENTED AS INDICATED.

PREPARED BY: THOMAS LAND SURVEYING, LLC
2619 WEST 11TH STREET RD, SUITE 24
GREELEY, COLORADO, 80634
TELEPHONE: (970) 304-0984
PROJECT NO: 1409.001
DRAWING: ENGELMAN NORTH LAKE ARROWHEAD ALTA

CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020
AGENDA ITEM: 7.A
SUBJECT: Consideration of Water and Sewer Board Member Appointments
PRESENTED BY: James L. Becklenberg, City Manager
Randy Ready, Assistant City Manager

AGENDA ITEM DESCRIPTION:

With the resignation of two Board members in June 2020, the Water & Sewer Board has two open positions. The City posted a vacancy announcement for the Water & Sewer Board positions in early June. The applicants currently before City Council for consideration of appointment are Michael Thuener and Brett Bloom.

On July 7, 2020, City Council interviewed applicant Michael Thuener for a Planning Commission vacancy. While he was not appointed to the Planning Commission, City Council commended Mr. Thuener's qualifications and interest in serving on a City board and recommended him for appointment to the Water and Sewer Board. Upon review of applicant Brett Bloom's application and his career history in the fields of water and sewer work, staff and Mayor Rudy concur that Mr. Bloom is a qualified Water and Sewer Board member and suggest that it is not necessary to interview him at this time.

The Evans Water & Sewer Board is governed by the provisions of Chapter 2.24 of the Evans Municipal Code, which provides:

2.24.020 - Membership - appointment and qualifications.

The Water and Sewer Board shall consist of five (5) members, appointed by the City Council, at least four (4) of whom shall reside within the City limits. One (1) member may be appointed who resides outside the City limits. The Mayor and City Manager shall be nonvoting members of the board. Any member wishing reappointment to the Water and Sewer Board shall so inform the City Manager by written letter prior to the expiration of his or her term.

2.24.030 - Term of office.

The term of office shall be three (3) years, beginning July 1 and ending June 30 of the respective years. The existing members of the Water and Sewer Board shall automatically be members of the Water and Sewer Board for the period remaining on their existing terms on the Water Board.

RECOMMENDATION:

Staff recommends that applicants Michael Thuener and Brett Bloom be appointed to the two (2) open Water & Sewer Board positions for three (3) year terms which will expire on June 30, 2023.

SUGGESTED MOTIONS:

“I move to appoint Michael Thuener to the Evans Water & Sewer Board for a term to expire on June 30, 2023.”

“I move to not appoint Michael Thuener to the Evans Water & Sewer Board.”

AND

“I move to appoint Brett Bloom to the Evans Water & Sewer Board for a term to expire on June 30, 2023.”

“I move to not appoint Brett Bloom to the Evans Water & Sewer Board.”

CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020
AGENDA ITEM: 7.B
SUBJECT: Consideration of Approval of the Development Agreement for Quality Lube Expansion Located at 3303 23rd Avenue
PRESENTED BY: James L. Becklenberg, City Manager
Randy L. Ready, Assistant City Manager
Anne Best Johnson, Community Development Director

AGENDA ITEM DESCRIPTION:

On June 16, 2020, City Council approved the Special Use Permit for the Quality Lube expansion located at 3303 23rd Avenue through Resolution 14-2020. This development was found to meet all requirements of Commercial (C-1) Zone District, Development Standards, and the Special Use Permit process.

The final step of the approval process includes City Council review and approval of the Development Agreement associated with this project. The Development Agreement (Attachment “A”) outlines the on- and off-site improvements and legal requirements associated with developing the property.

This report summarizes the major points of the Development Agreement (DA) that was drafted by the City Attorney and agreed to by the Developer. The exhibits were approved by appropriate City staff. Specific improvements, agreements or obligations are listed below:

1. The standard warranty requirement of 115% and post-release of 15% is proposed. The warranty period will be for two years.
2. The form of surety is an Irrevocable Standby Letter of Credit.
3. The Developer is responsible for the following:
 - a. On-site stormwater management and drainage;
 - b. Oil separator;
 - c. Upgrading accessible sidewalk;
 - d. Landscaping and irrigation improvements and maintenance.

FINANCIAL SUMMARY:

The City has no financial obligations as a result of this Development Agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the Quality Lube Development Agreement.

SUGGESTED MOTIONS:

“I move to Approve the Development Agreement for the Quality Lube expansion and authorize the mayor to sign the Development Agreement”

“I move to Deny the Development Agreement for the Quality Lube expansion and NOT authorize the mayor to sign the Development Agreement.”

ATTACHMENTS:

- Development Agreement with all Exhibits

DEVELOPMENT AGREEMENT

Quality Lube - Evans

THIS AGREEMENT is made and entered into this 18th day of August, 2020.

1. Parties

The parties to this Agreement are the City of Evans, a Colorado home rule municipality (“the City”) and Fawsome, an LLC (“the Developer”).

2. Recitals

a. Developer is the owner of certain real property located in the City of Evans, Colorado, described on Exhibit "A" (Legal Description) attached hereto and incorporated herein (the “Property”)

b. Developer submitted to the City an application to expand an existing business to be known as the Special Use Permit for Quality Lube and shown on the Special Use Permit (“the SUP”) attached as Exhibit B and approved through Ordinance 14-2020;

c. The Development subject to this Agreement shall be titled Quality Lube. The Development is an approximately 0.8- acre site located in the area depicted on Exhibit B. The Developer contemplates the Development will be used for a Repair Shop consistent with the Commercial, C-1 Zone District.

d. Developer acknowledges that approval of the Special Use Permit along with the subsequent use of the Property will directly impact existing infrastructure and generate the need for both on-site and off-site improvements.

NOW, THEREFORE, in consideration of the premises, mutual covenants and obligations contained herein, the sufficiency of which is acknowledged, the parties mutually agree as follows:

3. Definitions

As used in this Agreement, unless specifically stated otherwise, the words and phrases used shall have the meaning as defined in the City Code. For the purpose of this Agreement the following words and phrases shall have the definitions provided for below:

- a. The term "Agreement" refers to this Development Agreement.
- b. The term "City Code" refers to the Municipal Code of the City of Evans, as adopted and as amended from time to time by the City Council.
- c. The term "City Official" refers to and includes the City Manager, City Attorney, City Treasurer, Public Works Director, Community Development Director, and their designated representatives.
- d. The term "Developer" initially refers to Fawsome, LLC, its agents, representatives, or any other party authorized by Fawsome to provide services, construction, or maintenance of any Improvements, as well as any entity that subsequently acquires a fee simple interest of record in any portion of the Property as a transferee, grantee, assignee or successor of Fawsome. "Developer" shall include, collectively, all of the foregoing persons or entities, all of whom shall be jointly and severally liable for the obligations and liabilities of the Developer to the extent such liability relates to the portion of the Property they purchase or otherwise obtain. Notwithstanding the foregoing, the term "Developer" shall not include (1) purchasers of individual subdivided lots or individual residential lots or units or individual non-residential space in an approved Final Plan or Final Plat or (2) holders of a security interest in the Property or a portion thereof.
- e. The term "Development" refers to the overall plan of the Developer to develop the Property.
- f. The Term "Improvements" refers to the improvements more particularly described in Exhibit C, that the Developer is obligated to design, construct,

and install at Developer's sole cost in connection with the development of the Property.

- g. The term "Plans and Specifications" shall refer to the Special Use Permit documents contained in Exhibit B. Final Construction Documents will be provided for review and approval by City Engineering prior to issuance of a Grading Permit.

4. Effect of Agreement

- a. Effective date. The effective date of this Agreement shall be August 18, 2020.
- b. This Agreement and the other provisions incorporated as part of the Special Use Permit (Ordinance 14-2020) are intended to prescribe a general plan for the use and development of the Property. The Special Use Permit does not supplant the City's land use regulations and other ordinances and regulations as they relate to the Property and shall not be construed to limit the authority of the City to adopt different ordinances, resolutions, regulations, rules, policies or codes so long as they apply throughout the City uniformly or to classes of individuals or properties uniformly.
- c. The provisions of this Agreement and the Special Use Permit reflect the requirements of the City's utilities as of the effective date of the Agreement. These provisions shall not be construed as a limitation upon the authority of the City to adopt different ordinances, rules, regulations, resolutions, policies or codes which change the charges or costs for any service or class of service or any other charges so long as they apply throughout the City uniformly or to the class of service uniformly or to all users of a particular utility system, such as a particular water system or sewer system, uniformly.
- d. Except as otherwise expressly provided in this Agreement or the Special Use Permit, the establishment of vested property rights under this Agreement shall not preclude the application on a uniform and non-discriminatory basis of City regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes) as all of such regulations exist on the date of this Agreement or as they may be enacted or amended after the date of this Agreement. The Developer does not waive its

right to oppose the enactment or amendment of any such ordinance, resolution or regulation on the same basis that any other member of the public could present such opposition.

5. Term of Agreement

The term of this Agreement shall be three years from the effective date. After the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, such termination shall not affect (a) any vested rights obtained prior to such termination and contemplated to continue after such termination; or (b) any right arising from City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and that were contemplated to continue after termination of this Agreement.

6. Vested Rights

- a. Sections 24-68-101, et seq., C.R.S. , (“the Vested Rights Statute”), provides for the establishment of vested property rights in order to ensure reasonable certainty, stability, and fairness in the land use planning process and in order to stimulate economic growth, secure the reasonable investment-backed expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning. The Vested Rights Statute has been implemented by the City through the procedures set forth in Sections 18.01.100, et seq., of the City Code.
- b. Pursuant to the provisions of the Vested Rights Statute and Sections 18.01.100, et seq., of the City Code, the parties find that the Special Use Permit is a site specific development plan for the purposes of developing the Property, vesting in the Developer the right to develop the Property in the manner depicted in Ordinance 14-2020 and Exhibit B.
- c. The vested rights associated with the Development, as set forth in this Section 6, shall run with the land and shall remain in effect throughout the term of this Agreement. No other vested rights are created or intended to be created by this Agreement, Ordinance 14-2020, or any of the other documents relating to the Property. Upon expiration or termination of this

Agreement all vested rights shall expire, except as otherwise specifically provided by Section 5, above.

- d. Any provisions of this Agreement or Ordinance 14-2020 to the contrary notwithstanding, the City reserves the right to declare a moratorium upon a reasonable finding by the City Council that such moratorium is necessary to protect the public health, safety or welfare, but a moratorium cannot be declared with respect to the Development for planning purposes.
- e. The City finds the three-year duration of such vested property rights to be warranted in light of all relevant circumstances, including, but not limited to, the substantial size of the Property, the scale and phasing of the Development, economic cycles and market conditions.

7. Improvements. The public improvements associated with the development of the Property are described in Exhibit C, Developer Improvements, (“the “Improvements”). Exhibit C includes but is not limited to (1) description of Improvements, (2) Engineer’s estimate of probable costs of Improvements, (3) Schedule of completion of Improvements, and (4) Improvements Map. From time to time and upon the City’s request, Developer agrees to keep the City informed of the progress of its work and provide a projection of when Improvements will be installed as well as the approximate cost of the remaining Improvements.

8. Developer’s Obligations To Construct Improvements. Developer shall design, construct and install at its own expense, the Improvements on or before the Estimated Completion Date set forth in Exhibit C, subject to extension as provided for delays due to Force Majeure. Construction of the Improvements shall be in substantial and material conformance with the Plans and Specifications, as reviewed and approved by the Public Works Director or a designated representative, and shall be in compliance with all policies, ordinances, standards and specifications adopted by the City relating thereto in effect at the time of such construction. The City’s review and approval of the Plans and Specifications shall not impose any liability on the City and shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Improvements. Developer agrees to save and hold the City harmless from any claims, fault or negligence attributable to such design, construction and installation.

a. Acquisition of rights-of-way and easements. Before commencing the construction of any Improvements the Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances except permitted encumbrances to which the City has consented in advance and in writing, on all lands and facilities, if any, traversed by the Improvements.

b. Operation Standards during construction

1) Hours of operation of construction equipment. The operation of construction equipment outside an enclosed structure (i.e. grading, other surface improvements, underground utilities, either public or private) shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. In situations of need, and upon written request, the hours of operation may be altered by the Public Works Director.

2) Debris in public rights-of-way. The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material or rubbish caused by its operation. Developer shall remove such rubbish no less than weekly and, at the completion of its work, shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way caused by its operation.

3) Erosion control requirements. Developer shall install temporary and permanent erosion control in the Development to control erosion by both wind and water. Developer shall maintain said erosion controls on a routine basis. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions and/or other devices. In the event that the Developer fails to perform erosion control maintenance, Developer shall have 20 days upon receiving written notice to bring the Development into compliance.

4) Other nuisance mitigation. Developer shall mitigate any nuisance caused by construction activities in connection with development of the Property, including but not limited to noxious odors, excessive dust, particularly on days with high winds, and artificial light intrusion.

5) Standards for subcontractors. Developer hereby agrees that it shall require its subcontractors to comply with the operations standards as set forth in this Section, including but not limited to cooperating with the City's construction inspectors, and ceasing operations when winds are of sufficient velocity to create blowing dust which, in the inspector's opinion, is hazardous to the public health and welfare.

6) Remedies for failure to comply with operation standards. Failure to comply with the Operation Standards set forth in this Section shall be sufficient cause for the City to withhold building permits and/or certificates of occupancy or other approvals or permits until corrected to the satisfaction of the Public Works Director or designee.

9. Development standards. Developer shall comply with all applicable standards related to the following items as reflected in the Plans and Specifications.:

- a. Roadways
- c. Culverts
- d. Access and egress requirements including sidewalk improvements
- e. Sewer lines, grease trap installation and connections
- f. Water lines and connections
- g. Storm water and drainage ditch management systems and piping systems
- h. On-site irrigation system and landscaping

10. Security For Construction of Improvements. The Developer's construction and completion of the Improvements shall be assured by Developer providing a Performance Guarantee in the amount of 115% of the estimated cost of the Improvements prior to the earlier of (1) issuance of the first permit associated with the Development or (2) commencement of work on the Property. The Developer shall have no direct or indirect ownership or managerial control over the entity issuing any Performance Guarantee. In the event that prior to the City's initial acceptance of the Improvements, the Performance Guarantee should expire or the entity issuing the Performance Guarantee becomes non-qualifying or the cost of the Improvements is reasonably determined by the City to be greater than the amount of the security provided,

TB

then the City shall furnish the Developer with written notice of such condition, and within fifteen (15) days of receipt of such notice the Developer shall provide the City with a substituted qualifying Performance Guarantee or augment the deficient security to achieve 115% of the cost of the Improvements. If such Performance Guarantee is not timely furnished, then development activities including but not limited to the issuance of building permits and certificates of occupancy, may be suspended by the City pending compliance with the provisions of this Section.

11. Testing and inspection.

Developer shall employ (at its own expense) a qualified independent testing company to be approved by the Public Works Director or a designated representative in its reasonable discretion, to perform all testing of materials or construction that may be reasonably required by the City. Developer shall furnish certified copies of test results to the Public Works Director and, upon request by the Public Works Director, release and authorize full access to the Public Works Director of all work-up materials, procedures and documents used in preparing the test results.

At all times during construction of the Improvements and until final acceptance by the City, the City shall have the right, but not the duty, to inspect materials and workmanship utilized for the Improvements at Developer's cost, provided the City's inspector is accompanied by Developer or its designated representative. All materials and work must conform to the approved Plans and Specifications and all applicable regulations. Any material or work not conforming to the Plans and Specifications or other applicable regulations shall be promptly removed, repaired or replaced, at Developer's expense and to the reasonable satisfaction of the Public Works Director.

12. Initial Acceptance of Improvements. Developer shall make written application to the Public Works Director for initial acceptance of the Improvements ("Initial Acceptance") within 30 days of their completion. Such Improvements will be described on a "Developer's Contribution Worksheet" provided by the City Engineer. The Developer shall be responsible for the accuracy and completeness of all information provided. The affidavit, lien waivers and other materials may be reviewed by the City, but the City assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided. Developer's application for initial acceptance shall be

accompanied by the following information and materials:

- a. As Built Drawings: One (1) set of surveyed Mylar and one digital/CAD file of the “as built” drawings, certified as to accuracy by the Developer or its architect or Engineer;
- b. Engineer's Certification: Written certification by the Developer’s Engineer that the Improvements have been fully constructed and installed in substantial conformance with the Plans and Specifications;
- c. Cost Affidavit: A final affidavit of the Improvements’ construction cost including verification reasonably satisfactory to the City Public Works Director;
- d. Improvements Affidavit: Developer shall provide a signed affidavit that the Improvements have been paid for in full;
- e. Lien Waivers: Developer shall provide lien waivers from its general contractor and from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the Improvements.

After the receipt of Developer’s written application for initial acceptance, the Public Works Director (or a designated representative) will use reasonable efforts to promptly inspect the Improvements and prepare a detailed written description of all Improvements that are not in compliance with the requirements of the City or the Plans and Specifications and deliver that description to the Developer. After curing such defects as are noted on the written statement provided by the Public Works Director to the Developer, the Developer shall make written application to the City for re-inspection of the Improvements, and the Public Works Director will use reasonable efforts to promptly re-inspect such Improvements. No Improvements shall be deemed to be initially accepted by the City until the Public Works Director has certified, in writing, that the Improvements appear to have been completed in accordance with the applicable Plans and Specifications. This shall then constitute Initial Acceptance.

13. Warranty period for Improvements Following Initial Acceptance.



Developer shall remain fully responsible for maintenance, repairs, and replacement of the Improvements for a period of two (2) years after their Initial Acceptance by the City. If any of the Improvements fail or are in need of repair or replacement, such failed, repaired, or replaced portions shall be replaced with similar Improvements deemed satisfactory by the Public Works Director in the exercise of his reasonable discretion and the two-year warranty shall begin anew as to the repaired or replaced Improvement upon completion by the Developer, and inspection and approval by the Public Works Director, and the Maintenance Guarantee shall remain in place during such extended warranty period.

14. Maintenance Guarantee During Warranty Period. Developer's application for Initial Acceptance shall be accompanied by a Maintenance Guarantee in a form deemed acceptable to the City in the amount of fifteen percent (15%) of the total costs of the Improvements. The Maintenance Guarantee shall be subject to the same conditions as those set forth for the Performance Guarantee. Until Final Acceptance of the Improvements by a Certificate of Completion reviewed and approved by the Public Works Director Developer agrees that (a) the Maintenance Guarantee shall not be released; and (b) the Developer shall bear all risks and liability related to any loss, damage, or claims due to defects or failures of any of the Improvements; and (c) the Developer shall perform all maintenance and make all repairs and replacements of all defects or failure of Improvements at Developer's expense which, in the reasonable opinion of the Public Works Director, may be necessary. If, within fifteen (15) days after the Developer's receipt of written notice from a City Official requesting such reasonably required maintenance, repairs, and/or replacements of the Improvements, the Developer shall not have undertaken with due diligence to make same, the City, after providing written notice to Developer, may make such maintenance, repairs, and/or replacements at the Developer's expense. The City shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the City may charge the Developer for the costs thereof if such charges are not paid by the Maintenance Guarantee. In case of emergency, such written notice shall be waived and the City may proceed as it reasonably deems necessary, at the expense of the Developer or the issuers of the Maintenance Guarantee.

15. Final Acceptance of Improvements. The Developer shall make a written request to the Public Works Director (or a designated representative) for a final inspection of the

Improvements no sooner than two (2) years after the City's Initial Acceptance of all of the Improvements for such Phase of Development. Upon receipt of such request the City may, but shall not be obligated to, conduct a final inspection of the Improvements. If the Developer fails to have the Improvements finally accepted as provided in this Section within two years and six months after the City's Initial Acceptance, the City shall have the right, but not the obligation, at any time thereafter to conduct a Final Inspection of the Improvements. If, pursuant to a final inspection requested by the Developer or initiated by the City, any Improvement is found to not conform to this Agreement, the Plans and Specifications, or other applicable regulation or requirement, then the City shall have the rights set forth in this Agreement to remedy such defects. Nothing herein shall be construed or deemed as requiring the City to finally accept and release from the Maintenance Guarantee any Improvement that is defective or damaged. After receipt of satisfactory evidence that the Improvements fully conform to this Agreement, the Plans and Specifications, all applicable regulations and requirements, and that all of the maintenance, repairs, and replacements reasonably requested by City Officials pursuant to the terms of this Agreement have been completed to the reasonable satisfaction of the City, the Public Works Director shall issue a Certificate of Completion, evidencing completion and Final Acceptance of such Improvements. The Maintenance Guarantee provided by the Developer shall be released after the Final Acceptance of all of the Improvements has been granted and the Certificate of Completion has been issued by the City.

16. Conveyance of rights-of-way, easements and improvements to City. All rights-of-way and easements associated with development of the Property, and the Improvements shall be conveyed to the City at the time of initial acceptance. The documents of conveyance shall be in a form acceptable to the City and shall be furnished to the Public Works Director or their designee for recording. Developer shall reimburse the City for all costs of recording. At the City's request, the Developer shall provide, at its expense, a policy of title insurance insuring title in the City, free and clear of all liens and encumbrances, for all land, property, and easements dedicated or conveyed (except those easements that do not affect the City's use of the property) to the City or for public use.

17. Commitments to Serve From Service Providers. Prior to commencement of construction, Developer shall provide will serve letters or other evidence deemed acceptable by the City's Director of Public Works, indicating the willingness and ability of service providers to supply their respective services to the Development in an amount

reasonably needed for the Development, including but not limited to water, waste water, electrical, and natural gas service.

18. Developer Dedications and Impact fees. Developer shall comply with the City Code regarding dedication of impact fees, including but not limited to Section 3.20.010, et seq.

19. Additional Developer Liabilities.

a. Indemnification. To the extent permitted by law, Developer hereby agrees to indemnify and hold the City, City Officials, its employees, agents, representatives, and insurers (collectively, "City Parties") harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees, and expenses (including reasonable attorney's fees) resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of the Developer, its employees, agents, consultants, representatives, or subcontractors except to the extent caused by negligence, gross negligence or willful misconduct of the City or one or more City Parties. Developer shall promptly investigate, handle, respond to and provide defense for and defend against any such liability, claims, or demands at the sole expense of Developer. Developer also agrees to bear all reasonable costs, expenses, and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent unless they are caused by negligence, gross negligence or willful misconduct of the City or one or more of its officers, agents or employees.

b. Insurance. Developer shall (for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction, or installation of Improvements) maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability, worker's compensation insurance and sufficient public liability insurance as will protect the City, City Officials, City's employees, agents and representatives against any and all potential liability, claims, damage, demands, losses and expenses, that may be incurred or asserted. Liability insurance shall be in the minimum amount of three hundred thirty thousand dollars (\$330,000.00) for injury to one person, or nine hundred ninety-thousand dollars (\$990,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. as it may be amended. Whenever reasonably requested by

City or City Officials, the Developer agrees to submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the City, City Officials, its employees, agents, and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

c. **Drainage Liability.** To the extent permitted by law, Developer shall indemnify and hold the City harmless from any liability the City may have on account of any change in the nature, direction, quantity or quality of drainage flow, resulting from the Development. In addition, Developer shall reimburse the City for any and all costs, fees, and expenses, including reasonable attorney's fees, that the City incurs in acquiring any rights of way or easements that the City deems necessary or is required to acquire or condemn or that the City is held to have acquired or condemned for drainage or as a result of or relating in any manner to the Development.

d. **Tax Liability.** Developer shall pay any outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the City prior to or at the time of such dedication or conveyance, and shall indemnify and hold the City harmless from any and all encumbrances, obligations, or tax liability incurred prior to the dedication or conveyance to the City.

e. **Use Tax.** Any and all use tax due on construction and building materials for public facilities shall be paid as provided under Municipal Code including but not limited to Section 3.04.200.

f. **Cost Reimbursement to City.** Developer shall reimburse City for all reasonable costs incurred for professional consultants including but not limited to engineers, testing companies, contractors, and attorneys reasonably used by the City in connection with the preparation or implementation of this Agreement and in the review and processing of the Application, as well as the design, construction, review, testing, completion, repair, replacement, and approval of the Development.

20. Breach and Remedies

a. Breach of Agreement by Developer. If at any time this Agreement (or any part hereof) has been materially breached by Developer or if satisfactory progress substantially in accordance with Exhibit C, Developer Improvements, has not been made on the design, construction, installation, repair, replacement or maintenance of the Improvements the City may, after 30 days' prior written notice to Developer or such additional period as may reasonably be agreed to by the City in writing in light of the nature of the alleged breach, draw on the Performance Guarantee or Maintenance Guarantee and the City may withhold approval of any or all building permits, certificates of occupancy, water meters, or tap hook-ups for any area within the Development, or other approvals or permits, if Developer then fails to make reasonable progress as reasonably determined by the City, unless such failure is caused by Force Majeure. Notwithstanding these rights and remedies, the City may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity, or pursuant to this Agreement. The City's remedies shall be cumulative.

b. Breach of Agreement by City. If at any time the Developer believes the City is in breach of this Agreement, the Developer shall provide the City with 20 days prior written notice. In the event the City fails to remedy the alleged breach within 20 days or such additional period as may be necessary in light of the nature of the alleged breach, then the Developer remedies are limited to specific performance of this Agreement and shall not include any claim for damages or other monetary relief.

21. Miscellaneous.

a. No Waiver. Delays by the City or Developer in enforcement or the waiver of any one or more breaches of this Development Agreement shall not constitute a waiver of any of the remaining terms or obligations or any future breaches.

b. Severability. If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair, or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

c. Recording of Agreement and Encumbrance on the Property. This Agreement shall be recorded with the Weld County Clerk and Recorder at Developer's expense and shall be a covenant running with and against all the Property, property



rights, and improvements contained within the Development in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the Property on notice as to the terms and obligations herein.

d. Binding Effect. Unless otherwise provided herein, this Development Agreement shall be binding upon Developer's heirs, successors, assigns, transferees, and any other person or entity acquiring or purchasing any interest in any part of the Property.

e. Transfer or assignment. In the event of a sale or transfer by Developer of any portion of the Property, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written Agreement delineating and allocating the various rights and obligations for the Improvements, has been approved and executed by the City Council. Notwithstanding anything herein to the contrary, Developer shall have the right to transfer and/or assign its rights and interests in this Agreement to any entity that controls, is controlled by, or is under common control with Developer without the approval of the City or City Council, provided the City is given written notice within 10 days of such transfer.

f. Title and Authority. Developer expressly warrants and represents to the City that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Development Agreement. Developer understands that the City is relying on the representations and warranties contained herein, in its consideration of the application and in entering into this Agreement.

g. Notices. Any notice to Developer or the City, which may be given under the terms of this Agreement, shall be in writing and shall be deemed sufficiently given on the third (3rd) business day following the date such notice is sent by certified or registered U.S. Mail, postage prepaid, return receipt requested, or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

TO CITY:

TO DEVELOPER:

Attention: City Manager
1100 37th Street
Evans, CO 80620-2036

With a copy to
Scotty P. Krob
Krob Law Office LLC
8400 E. Prentice Ave, Penthouse
Greenwood Village, CO 80111

With a copy to:

Any party may change its notice address by providing the other party(ies) notice as set forth in this section.

h. Force Majeure. Whenever a period of time is herein prescribed for an action to be taken or performed by any Party, that Party will not be liable to so perform within such time period due to, and there will be excluded from the computation of such period of time, any delays due to, strikes, riots, acts of God, shortages of labor and materials, war, or any other cause which is beyond the reasonable control of the Party required to take or perform such action.

i. Cooperative drafting and Consultation with Attorney. This Agreement is the product of a cooperative drafting effort by the City and the Developer and shall not be construed or interpreted against either party solely on the basis that one party or its attorney drafted this Agreement or any portion of it. Both parties acknowledge that they understand this Agreement contains legal rights and obligations and further acknowledge that they have had the opportunity to and have consulted with an attorney to the extent they desire to do so.

j. Amendment. This Agreement cannot be modified or revoked except by an instrument in writing signed by the City and the Developer or the then owner of the



Property or any portion thereof if there has been an assignment as it relates to the specific Property.

k. No third party beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any legal person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with the agreements of the Parties with third parties.

[Signatures on next page]

TB

Exhibit A – Legal Description

Prepared for Fawsome, LLC
Use By Special Review

PARCEL ONE:

Lot 1,
Of the Amended Replat of Lot 2 of the Replat of Commercial Tract 1,
Colony Plaza, as evidenced by the certain plat recorded October 13, 1997 in Book 1632 at
page 197, Reception No. 2573904, being a portion of the Southeast Quarter of Section 24,
Township 5 North, Range 66 West of the 6th P.M., City of Evans, County of Weld, State of
Colorado.

Said parcel contains 0.39 acres, more or less.

PARCEL TWO:

Lot 2,
Of the Amended Replat of Lot 2 of the Replat of Commercial Tract 1,
Colony Plaza, as evidenced by the certain plat recorded October 13, 1997 in Book 1632 at
page 197, Reception No. 2573904, being a portion of the Southeast Quarter of Section 24,
Township 5 North, Range 66 West of the 6th P.M., City of Evans, County of Weld, State of
Colorado.

Said parcel contains 0.41 acres, more or less.



Exhibit B – Graphic (PUD/Site Plan/Final Plat)

Fawsome Parking Lot Addition

Exhibit C

08/06/2020

Item	Cost	Scheduled Completion
Oil/Water Separator	\$1800	8/31/20
Handicap Pads	\$1500	10/15/20
Stormwater Pans	\$3000	10/15/20
Landscaping/Irrigation	\$15000	10/31/20
Total for public improvements	\$ 21,300	Mid November

We intend to begin in August with the extension of the east driveway to allow easier exit from the building, this should take 14-21 days.

In late August we plan on beginning the parking lot addition on the west side of the building. The grading, curb/gutter and paving should take 45-60 days.

In October we will begin installing the irrigation and landscaping and have the project complete by mid November.

Exhibit D – Letter of Credit (or other form of Performance Guarantee)

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 990386

Amount: U.S. \$ 24,495.00 (twenty four thousand four hundred and ninety five dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on August 6, 2020 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

FAWSOME, LLC
Entity Type: Limited Liability Company
1621 KATIE DRIVE
LOVELAND, CO 80537

BENEFICIARY:

CITY OF EVANS, COLORADO
Entity Type: Other
1100 37TH STREET
EVANS, CO 80620

ISSUER:

THE FIRST NATIONAL BANK OF VINITA, MAIN BRANCH
102 W Illinois Avenue
Vinita, OK 74301

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under The First National Bank of Vinita, Main Branch Letter of Credit No. 990386 dated August 6, 2020." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 12AM Central Time (Time) on August 6, 2022 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. NON-TRANSFERABLE. This Letter of Credit is not transferable.

6. APPLICABLE LAW. This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Y, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

The First National Bank of Vinita, Main Branch

By Shawn Stephens Date 8/7/20
Shawn Stephens, SVP, Commercial Lending



CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020
AGENDA ITEM: 7.C
SUBJECT: Consideration of Approval of the Development Agreement for Peerless Tires to be Located at the Northwest Corner of 37th Street and St. Vrain Street
PRESENTED BY: James L. Becklenberg, City Manager
Randy L. Ready, Assistant City Manager
Anne Best Johnson, Community Development Director

AGENDA ITEM DESCRIPTION:

On December 6, 2019, Staff approved the Site Plan Permit for Peerless Tires to be located at the northwestern corner of 37th Street and St. Vrain Street through case file 18-SP-04. This development was found to meet all requirements of Commercial (C-3) Zone District, Development Standards, and the Site Plan Permit process.

The final step of the approval process includes City Council review and approval of the Development Agreement associated with this project. The Development Agreement (Attachment “A”) outlines the on- and off-site improvements and legal requirements associated with developing the property.

This report summarizes the major points of the Development Agreement (DA) that was drafted by the City Attorney and agreed to by the Developer. The exhibits were approved by appropriate City staff. Specific improvements, agreements or obligations are listed below:

1. The form of surety is a cash payment provided by the Developer to be held in escrow. A check was provided to the City on August 7 and to Finance on August 10, 2020 to establish the escrow account.
2. The standard warranty requirement of 115% and post-release of 15% is proposed. The warranty period will be for two years.
3. The Developer is responsible for the following:
 - a. On-site stormwater management and drainage;
 - b. Curb, gutter, sidewalk and signage
 - c. Sanitary sewer and potable water connections;
 - d. Street lighting;
 - e. Landscaping and irrigation improvements and maintenance.

FINANCIAL SUMMARY:

The City has no financial obligations as a result of this Development Agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the Peerless Tires Development Agreement.

SUGGESTED MOTIONS:

“I move to Approve the Development Agreement for the Peerless Tires facility and authorize the mayor to sign the Development Agreement”

“I move to Deny the Development Agreement for Peerless Tires facility and NOT authorize the mayor to sign the Development Agreement.”

ATTACHMENTS:

- Development Agreement with all Exhibits

DEVELOPMENT AGREEMENT

PEERLESS TIRES 4 LESS

THIS AGREEMENT is made and entered into this 5 day of AUG, 2020.

1. Parties

The parties to this Agreement are the City of Evans, a Colorado home rule municipality (“the City”) and Peerless Tyre Co a Colorado Limited Liability Company (“the Developer”).

2. Recitals

a. Developer is the owner of certain real property located in the City of Evans, Colorado, described on Exhibit "A" (Legal Description) attached hereto and incorporated herein (the “Property”)

b. Developer submitted to the City an application for Site Plan to be known as Site Plan 18-SP-04 and shown on the Site Plan (“Site Plan”) attached as Exhibit B;

c. The Development subject to this Agreement shall be titled Peerless Tires 4 Less Site Plan. The Development is an approximately 0.618-acre site located in the area depicted on Exhibit B. The Developer contemplates the Development will be used for Auto Service/Repair Facility.

d. Developer acknowledges that approval of the Site Plan along with the subsequent use of the Property will directly impact existing infrastructure and generate the need for both on-site and off-site improvements.

e. The City administratively approved the Site Plan on December 6, 2019 with Conditions of Approval and Development Standards.

f. The Site Plan has been recorded with the Weld County Clerk and Recorder at Reception _____.

g. Development of the Property will necessitate providing infrastructure improvements and public services and will contribute to the economic growth of the City,

and will increase future tax revenues received by the City. Developer agrees and acknowledges that the exactions and requirements set forth in this Agreement are reasonably attributable to the special impacts that will be generated by the proposed development and use of the Property, and that the terms and conditions set forth in this Agreement are necessary, reasonable and appropriate and directly benefit or result from the impact of the Development.

NOW, THEREFORE, in consideration of the premises, mutual covenants and obligations contained herein, the sufficiency of which is acknowledged, the parties mutually agree as follows:

3. Definitions

As used in this Agreement, unless specifically stated otherwise, the words and phrases used shall have the meaning as defined in the City Code. For the purpose of this Agreement the following words and phrases shall have the definitions provided for below:

- a. The term “Agreement” refers to this Development Agreement.
- b. The term “City Code” refers to the Municipal Code of the City of Evans, as adopted and as amended from time to time by the City Council.
- c. The term “City Official” refers to and includes the City Manager, City Attorney, City Treasurer, Public Works Director, Community Development Director, and their designated representatives.
- d. The term “Developer” initially refers to Peerless Tyre Co, its agents, representatives, or any other party authorized by Developer to provide services, construction, or maintenance of any Improvements, as well as any entity that subsequently acquires a fee simple interest of record in any portion of the Property as a transferee, grantee, assignee or successor of Developer. “Developer” shall include, collectively, all of the foregoing persons or entities, all of whom shall be jointly and severally liable for the obligations and liabilities of the Developer to the extent such liability relates to the portion of the Property they purchase or otherwise obtain. Notwithstanding the foregoing, the term “Developer” shall not include (1) purchasers of individual subdivided lots or individual residential lots or units or individual

non-residential space in an approved Final Plan or Final Plat or (2) holders of a security interest in the Property or a portion thereof.

- e. The term “Property Owner” initially refers to Peerless Tyre Coits agents, representatives, or any other party authorized by Property Owner.
- f. The term “Development” refers to the overall plan of the Developer to develop the Property.
- g. The Term “Improvements” refers to the improvements more particularly described in Exhibit C, that the Developer is obligated to design, construct, and install at Developer’s sole cost in connection with the development of the Property.
- h. The term “Plans and Specifications” shall refer to the engineering and design documents that have been reviewed and approved by the City in connection with the Development and are denoted as Site Development Plan prepared by _____ on _____, 2020.

4. Effect of Agreement

- a. Effective date. The effective date of this Agreement shall be _____, 2020.
- b. This Agreement and the other provisions incorporated as part of the [Final Plat, Site Plan, PD] are intended to prescribe a general plan for the use and development of the Property. However, except as expressly provided herein and in the Staff approval dated December 6, 2019 (“Comments”), they do not supplant the City’s land use regulations and other ordinances and regulations as they relate to the Property and shall not be construed to limit the authority of the City to adopt different ordinances, resolutions, regulations, rules, policies or codes so long as they apply throughout the City uniformly or to classes of individuals or properties uniformly.
- c. The provisions of this Agreement and the Comments reflect the requirements of the City’s utilities as of the effective date of the Agreement. These provisions shall not be construed as a limitation upon the authority of the

City to adopt different ordinances, rules, regulations, resolutions, policies or codes which change the charges or costs for any service or class of service or any other charges so long as they apply throughout the City uniformly or to the class of service uniformly or to all users of a particular utility system, such as a particular water system or sewer system, uniformly.

- d. Except as otherwise expressly provided in this Agreement or the comments, the establishment of vested property rights under this Agreement shall not preclude the application on a uniform and non-discriminatory basis of City regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes) as all of such regulations exist on the date of this Agreement or as they may be enacted or amended after the date of this Agreement. The Developer does not waive its right to oppose the enactment or amendment of any such ordinance, resolution or regulation on the same basis that any other member of the public could present such opposition.

5. Term of Agreement

The term of this Agreement shall be two (2) years from the effective date. After the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, such termination shall not affect (a) any vested rights obtained prior to such termination and contemplated to continue after such termination; or (b) any right arising from City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and that were contemplated to continue after termination of this Agreement.

6. Vested Rights

- a. Sections 24-68-101, et seq., C.R.S. , (“the Vested Rights Statute”), provides for the establishment of vested property rights in order to ensure reasonable certainty, stability, and fairness in the land use planning process and in order to stimulate economic growth, secure the reasonable investment-backed expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning. The Vested Rights Statute has been implemented by the City through the procedures set forth in

Sections 18.01.100, et seq., of the City Code.

- b. Pursuant to the provisions of the Vested Rights Statute and Sections 18.01.100, et seq., of the City Code, the parties find that the Site Plan Review for the Repair Shop is a site specific development plan for the purposes of developing the Property, vesting in the Developer the right to develop the Property in the manner depicted in the Site Plan approved through file 18-SP-04.
- c. The vested rights associated with the Development, as set forth in this Section 6, shall run with the land and shall remain in effect throughout the term of this Agreement. No other vested rights are created or intended to be created by this Agreement, the Comments, or any of the other documents relating to the Property. Upon expiration or termination of this Agreement all vested rights shall expire, except as otherwise specifically provided by Section 5, above.
- d. Any provisions of this Agreement or the Comments to the contrary notwithstanding, the City reserves the right to declare a moratorium upon a reasonable finding by the City Council that such moratorium is necessary to protect the public health, safety or welfare, but a moratorium cannot be declared with respect to the Development for planning purposes.
- e. The City finds the three (3) year duration of such vested property rights to be warranted in light of all relevant circumstances, including, but not limited to, the substantial size of the Property, the scale and phasing of the Development, economic cycles and market conditions.

7. **Improvements.** The public improvements associated with the development of the Property are described in Exhibit C, Developer Improvements, (“the “Improvements”). Exhibit C includes but is not limited to (1) description of Improvements, (2) Engineer’s estimate of probable costs of Improvements, (3) Schedule of completion of Improvements, and (4) Improvements Map. From time to time and upon the City’s request, Developer agrees to keep the City informed of the progress of its work and provide a projection of

when Improvements will be installed as well as the approximate cost of the remaining Improvements.

8. Developer's Obligations To Construct Improvements. Developer shall design, construct and install at its own expense, the Improvements on or before the Estimated Completion Date set forth in Exhibit C, subject to extension as provided for delays due to Force Majeure. Construction of the Improvements shall be in substantial and material conformance with the Plans and Specifications, as reviewed and approved by the Public Works Director or a designated representative, and shall be in compliance with all policies, ordinances, standards and specifications adopted by the City relating thereto in effect at the time of such construction. The City's review and approval of the Plans and Specifications shall not impose any liability on the City and shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Improvements. Developer agrees to save and hold the City harmless from any claims, fault or negligence attributable to such design, construction and installation.

a. Acquisition of rights-of-way and easements. Before commencing the construction of any Improvements the Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances except permitted encumbrances to which the City has consented in advance and in writing, on all lands and facilities, if any, traversed by the Improvements.

b. Operation Standards during construction

1) Hours of operation of construction equipment. The operation of construction equipment outside an enclosed structure (i.e. grading, other surface improvements, underground utilities, either public or private) shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. In situations of need, and upon written request, the hours of operation may be altered by the Public Works Director.

2) Debris in public rights-of-way. The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material or rubbish caused by its operation. Developer shall remove such rubbish no less than weekly and, at the completion of its work, shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way caused by its operation.

3) Erosion control requirements. Developer shall install temporary and permanent erosion control in the Development to control erosion by both wind and water. Developer shall maintain said erosion controls on a routine basis. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions and/or other devices. In the event that the Developer fails to perform erosion control maintenance, Developer shall have 20 days upon receiving written notice to bring the Development into compliance.

4) Other nuisance mitigation. Developer shall mitigate any nuisance caused by construction activities in connection with development of the Property, including but not limited to noxious odors, excessive dust, particularly on days with high winds, and artificial light intrusion.

5) Standards for subcontractors. Developer hereby agrees that it shall require its subcontractors to comply with the operations standards as set forth in this Section, including but not limited to cooperating with the City's construction inspectors, and ceasing operations when winds are of sufficient velocity to create blowing dust which, in the inspector's opinion, is hazardous to the public health and welfare.

6) Remedies for failure to comply with operation standards. Failure to comply with the Operation Standards set forth in this Section shall be sufficient cause for the City to withhold building permits and/or certificates of occupancy or other approvals or permits until corrected to the satisfaction of the Public Works Director or designee.

9. Development standards. Developer shall comply with all applicable standards related to the following items as reflected in the Plans and Specifications.:

- a. Access, curb, gutter and sidewalk
- b. Sewer lines

- c. Water lines
- d. Storm water and drainage ditch management systems and piping systems
- e. Fencing, landscaping and irrigation
- f. Street lighting including one arterial standard on 37th Street and one local standard on St. Vrain. Developer shall provide cash-in-lieu for the light on 37th Street at the time a building permit is issued.
- g. Non-potable water system.

10. Security For Construction of Improvements. The Developer's construction and completion of the Improvements shall be assured by Developer providing a Performance Guarantee in the amount of 115% of the estimated cost of the Improvements prior to the earlier of (1) issuance of the first permit associated with the Development or (2) commencement of work on the Property. The Developer shall have no direct or indirect ownership or managerial control over the entity issuing any Performance Guarantee. In the event that prior to the City's initial acceptance of the Improvements, the Performance Guarantee should expire or the entity issuing the Performance Guarantee becomes non-qualifying or the cost of the Improvements is reasonably determined by the City to be greater than the amount of the security provided, then the City shall furnish the Developer with written notice of such condition, and within fifteen (15) days of receipt of such notice the Developer shall provide the City with a substituted qualifying Performance Guarantee or augment the deficient security to achieve 115% of the cost of the Improvements. If such Performance Guarantee is not timely furnished, then development activities including but not limited to the issuance of building permits and certificates of occupancy, may be suspended by the City pending compliance with the provisions of this Section.

11. Testing and inspection.

Developer shall employ (at its own expense) a qualified independent testing company to be approved by the Public Works Director or a designated representative in its reasonable discretion, to perform all testing of materials or construction that may be reasonably required by the City. Developer shall furnish certified copies of test results to the Public Works Director and, upon request by the Public Works Director, release and authorize

full access to the Public Works Director of all work-up materials, procedures and documents used in preparing the test results.

At all times during construction of the Improvements and until final acceptance by the City, the City shall have the right, but not the duty, to inspect materials and workmanship utilized for the Improvements at Developer's cost, provided the City's inspector is accompanied by Developer or its designated representative. All materials and work must conform to the approved Plans and Specifications and all applicable regulations. Any material or work not conforming to the Plans and Specifications or other applicable regulations shall be promptly removed, repaired or replaced, at Developer's expense and to the reasonable satisfaction of the Public Works Director.

12. Initial Acceptance of Improvements. Developer shall make written application to the Public Works Director for initial acceptance of the Improvements ("Initial Acceptance") within 30 days of their completion. Such Improvements will be described on a "Developer's Contribution Worksheet" provided by the City Engineer. The Developer shall be responsible for the accuracy and completeness of all information provided. The affidavit, lien waivers and other materials may be reviewed by the City, but the City assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided. Developer's application for initial acceptance shall be accompanied by the following information and materials:

- a. As Built Drawings: One (1) set of surveyed Mylar and one digital/CAD file of the "as built" drawings, certified as to accuracy by the Developer or its architect or Engineer;
- b. Engineer's Certification: Written certification by the Developer's Engineer that the Improvements have been fully constructed and installed in substantial conformance with the Plans and Specifications;
- c. Cost Affidavit: A final affidavit of the Improvements' construction cost including verification reasonably satisfactory to the City Public Works Director;

d. Improvements Affidavit: Developer shall provide a signed affidavit that the Improvements have been paid for in full;

e. Lien Waivers: Developer shall provide lien waivers from its general contractor and from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the Improvements.

After the receipt of Developer's written application for initial acceptance, the Public Works Director (or a designated representative) will use reasonable efforts to promptly inspect the Improvements and prepare a detailed written description of all Improvements that are not in compliance with the requirements of the City or the Plans and Specifications and deliver that description to the Developer. After curing such defects as are noted on the written statement provided by the Public Works Director to the Developer, the Developer shall make written application to the City for re-inspection of the Improvements, and the Public Works Director will use reasonable efforts to promptly re-inspect such Improvements. No Improvements shall be deemed to be initially accepted by the City until the Public Works Director has certified, in writing, that the Improvements appear to have been completed in accordance with the applicable Plans and Specifications. This shall then constitute Initial Acceptance.

13. Warranty period for Improvements Following Initial Acceptance.

Developer shall remain fully responsible for maintenance, repairs, and replacement of the Improvements for a period of two (2) years after their Initial Acceptance by the City. If any of the Improvements fail or are in need of repair or replacement, such failed, repaired, or replaced portions shall be replaced with similar Improvements deemed satisfactory by the Public Works Director in the exercise of his reasonable discretion and the two-year warranty shall begin anew as to the repaired or replaced Improvement upon completion by the Developer, and inspection and approval by the Public Works Director, and the Maintenance Guarantee shall remain in place during such extended warranty period.

14. Maintenance Guarantee During Warranty Period. Developer's application for Initial Acceptance shall be accompanied by a Maintenance Guarantee in a form deemed acceptable to the City in the amount of fifteen percent (15%) of the total costs of the Improvements. The Maintenance Guarantee shall be subject to the same conditions as

those set forth for the Performance Guarantee. Until Final Acceptance of the Improvements by a Certificate of Completion reviewed and approved by the Public Works Director Developer agrees that (a) the Maintenance Guarantee shall not be released; and (b) the Developer shall bear all risks and liability related to any loss, damage, or claims due to defects or failures of any of the Improvements; and (c) the Developer shall perform all maintenance and make all repairs and replacements of all defects or failure of Improvements at Developer's expense which, in the reasonable opinion of the Public Works Director, may be necessary. If, within fifteen (15) days after the Developer's receipt of written notice from a City Official requesting such reasonably required maintenance, repairs, and/or replacements of the Improvements, the Developer shall not have undertaken with due diligence to make same, the City, after providing written notice to Developer, may make such maintenance, repairs, and/or replacements at the Developer's expense. The City shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the City may charge the Developer for the costs thereof if such charges are not paid by the Maintenance Guarantee. In case of emergency, such written notice shall be waived and the City may proceed as it reasonably deems necessary, at the expense of the Developer or the issuers of the Maintenance Guarantee.

15. Final Acceptance of Improvements. The Developer shall make a written request to the Public Works Director (or a designated representative) for a final inspection of the Improvements no sooner than two (2) years after the City's Initial Acceptance of all of the Improvements for such Phase of Development. Upon receipt of such request the City may, but shall not be obligated to, conduct a final inspection of the Improvements. If the Developer fails to have the Improvements finally accepted as provided in this Section within two years and six months after the City's Initial Acceptance, the City shall have the right, but not the obligation, at any time thereafter to conduct a Final Inspection of the Improvements. If, pursuant to a final inspection requested by the Developer or initiated by the City, any Improvement is found to not conform to this Agreement, the Plans and Specifications, or other applicable regulation or requirement, then the City shall have the rights set forth in this Agreement to remedy such defects. Nothing herein shall be construed or deemed as requiring the City to finally accept and release from the Maintenance Guarantee any Improvement that is defective or damaged. After receipt of satisfactory evidence that the Improvements fully conform to this Agreement, the Plans and

Specifications, all applicable regulations and requirements, and that all of the maintenance, repairs, and replacements reasonably requested by City Officials pursuant to the terms of this Agreement have been completed to the reasonable satisfaction of the City, the Public Works Director shall issue a Certificate of Completion, evidencing completion and Final Acceptance of such Improvements. The Maintenance Guarantee provided by the Developer shall be released after the Final Acceptance of all of the Improvements has been granted and the Certificate of Completion has been issued by the City.

16. Conveyance of rights-of-way, easements and improvements to City. All rights-of-way and easements associated with development of the Property, and the Improvements shall be conveyed to the City at the time of initial acceptance. The documents of conveyance shall be in a form acceptable to the City and shall be furnished to the Public Works Director or their designee for recording. Developer shall reimburse the City for all costs of recording. At the City's request, the Developer shall provide, at its expense, a policy of title insurance insuring title in the City, free and clear of all liens and encumbrances, for all land, property, and easements dedicated or conveyed (except those easements that do not affect the City's use of the property) to the City or for public use.

17. Commitments to Serve From Service Providers. Prior to commencement of construction, Developer shall provide will serve letters or other evidence deemed acceptable by the City's Director of Public Works, indicating the willingness and ability of service providers to supply their respective services to the Development in an amount reasonably needed for the Development, including but not limited to water, waste water, electrical, and natural gas service.

18. Developer Dedications and Impact fees. Developer shall comply with the City Code regarding dedication of impact fees, including but not limited to Section 3.20.010, et seq.

19. Owners' Association The proposed development is a commercial development that does not involve an Owner's Association. Therefore, this section is not applicable to this agreement.

20. Additional Developer Obligations. There are not additional obligations.

21. Additional Developer Liabilities.

a. Indemnification. To the extent permitted by law, Developer hereby agrees to indemnify and hold the City, City Officials, its employees, agents, representatives, and insurers (collectively, "City Parties") harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees, and expenses (including reasonable attorney's fees) resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of the Developer, its employees, agents, consultants, representatives, or subcontractors except to the extent caused by negligence, gross negligence or willful misconduct of the City or one or more City Parties. Developer shall promptly investigate, handle, respond to and provide defense for and defend against any such liability, claims, or demands at the sole expense of Developer. Developer also agrees to bear all reasonable costs, expenses, and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent unless they are caused by negligence, gross negligence or willful misconduct of the City or one or more of its officers, agents or employees.

b. Insurance. Developer shall (for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction, or installation of Improvements) maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability, worker's compensation insurance and sufficient public liability insurance as will protect the City, City Officials, City's employees, agents and representatives against any and all potential liability, claims, damage, demands, losses and expenses, that may be incurred or asserted. Liability insurance shall be in the minimum amount of three hundred thirty thousand dollars (\$330,000.00) for injury to one person, or nine hundred ninety-thousand dollars (\$990,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. as it may be amended. Whenever reasonably requested by City or City Officials, the Developer agrees to submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the City, City Officials, its employees, agents, and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Agreement by reason of its failure to procure or maintain such insurance, or

by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

c. **Drainage Liability.** To the extent permitted by law, Developer shall indemnify and hold the City harmless from any liability the City may have on account of any change in the nature, direction, quantity or quality of drainage flow, resulting from the Development. In addition, Developer shall reimburse the City for any and all costs, fees, and expenses, including reasonable attorney's fees, that the City incurs in acquiring any rights of way or easements that the City deems necessary or is required to acquire or condemn or that the City is held to have acquired or condemned for drainage or as a result of or relating in any manner to the Development.

d. **Tax Liability.** Developer shall pay any outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the City prior to or at the time of such dedication or conveyance, and shall indemnify and hold the City harmless from any and all encumbrances, obligations, or tax liability incurred prior to the dedication or conveyance to the City.

e. **Use Tax.** Any and all use tax due on construction and building materials for public facilities shall be paid as provided under Municipal Code including but not limited to Section 3.04.200.

f. **Cost Reimbursement to City.** Developer shall reimburse City for all reasonable costs incurred for professional consultants including but not limited to engineers, testing companies, contractors, and attorneys reasonably used by the City in connection with the preparation or implementation of this Agreement and in the review and processing of the Application, as well as the design, construction, review, testing, completion, repair, replacement, and approval of the Development.

22. Breach and Remedies

a. **Breach of Agreement by Developer.** If at any time this Agreement (or any part hereof) has been materially breached by Developer or if satisfactory progress substantially in accordance with Exhibit C, Developer Improvements, has not been made on the design, construction, installation, repair, replacement or maintenance of the Improvements the City may, after 30 days' prior written notice to Developer or such

additional period as may reasonably be agreed to by the City in writing in light of the nature of the alleged breach, draw on the Performance Guarantee or Maintenance Guarantee and the City may withhold approval of any or all building permits, certificates of occupancy, water meters, or tap hook-ups for any area within the Development, or other approvals or permits, if Developer then fails to make reasonable progress as reasonably determined by the City, unless such failure is caused by Force Majeure. Notwithstanding these rights and remedies, the City may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity, or pursuant to this Agreement. The City's remedies shall be cumulative.

b. Breach of Agreement by City. If at any time the Developer believes the City is in breach of this Agreement, the Developer shall provide the City with 20 days prior written notice. In the event the City fails to remedy the alleged breach within 20 days or such additional period as may be necessary in light of the nature of the alleged breach, then the Developer remedies are limited to specific performance of this Agreement and shall not include any claim for damages or other monetary relief.

23. Miscellaneous.

a. No Waiver. Delays by the City or Developer in enforcement or the waiver of any one or more breaches of this Development Agreement shall not constitute a waiver of any of the remaining terms or obligations or any future breaches.

b. Severability. If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair, or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

c. Recording of Agreement and Encumbrance on the Property. This Agreement shall be recorded with the Weld County Clerk and Recorder at Developer's expense and shall be a covenant running with and against all the Property, property rights, and improvements contained within the Development in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the Property on notice as to the terms and obligations herein.

d. Binding Effect. Unless otherwise provided herein, this Development Agreement shall be binding upon Developer's heirs, successors, assigns, transferees, and any other person or entity acquiring or purchasing any interest in any part of the Property.

e. Transfer or assignment. In the event of a sale or transfer by Developer of any portion of the Property, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written Agreement delineating and allocating the various rights and obligations for the Improvements, has been approved and executed by the City Council. Notwithstanding anything herein to the contrary, Developer shall have the right to transfer and/or assign its rights and interests in this Agreement to any entity that controls, is controlled by, or is under common control with Developer without the approval of the City or City Council, provided the City is given written notice within 10 days of such transfer.

f. Title and Authority. Developer expressly warrants and represents to the City that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Development Agreement. Developer understands that the City is relying on the representations and warranties contained herein, in its consideration of the application and in entering into this Agreement.

g. Notices. Any notice to Developer or the City, which may be given under the terms of this Agreement, shall be in writing and shall be deemed sufficiently given on the third (3rd) business day following the date such notice is sent by certified or registered U.S. Mail, postage prepaid, return receipt requested, or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

TO CITY:

TO DEVELOPER:

Attn: City Manager
1100 37th Street
Evans, CO 80620-2036

Jeff Forbes
Peerless Tyre Co
5000 Kingston Street
Denver, CO 80239

With a copy to
Scotty P. Krob
Krob Law Office LLC
8400 E. Prentice Ave, Penthouse
Greenwood Village, CO 80111

With a copy to:

Any party may change its notice address by providing the other party(ies) notice as set forth in this section.

h. Force Majeure. Whenever a period of time is herein prescribed for an action to be taken or performed by any Party, that Party will not be liable to so perform within such time period due to, and there will be excluded from the computation of such period of time, any delays due to, strikes, riots, acts of God, shortages of labor and materials, war, or any other cause which is beyond the reasonable control of the Party required to take or perform such action.

i. Cooperative drafting and Consultation with Attorney. This Agreement is the product of a cooperative drafting effort by the City and the Developer and shall not be construed or interpreted against either party solely on the basis that one party or its attorney drafted this Agreement or any portion of it. Both parties acknowledge that they understand this Agreement contains legal rights and obligations and further acknowledge that they have had the opportunity to and have consulted with an attorney to the extent they desire to do so.

j. Amendment. This Agreement cannot be modified or revoked except by an instrument in writing signed by the City and the Developer or the then owner of the Property or any portion thereof if there has been an assignment as it relates to the specific Property.

k. No third party beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any legal

person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with the agreements of the Parties with third parties.

[Signatures on next page]

IN WITNESS THEREOF and agreeing to be fully bound by the terms of this Agreement the parties have set their hands below on the dates indicated.

CITY OF EVANS

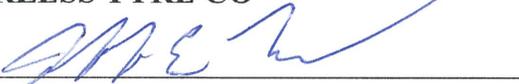
By: _____

Brian Rudy, Mayor

ATTEST: _____

_____, City Clerk

PEERLESS TYRE CO

By: 

STATE OF COLORADO)

)

COUNTY OF DENVER)

Acknowledged before me this 5TH day of AUGUST, 2020 by _____ as _____ of Peerless

Tyre Co, a Colorado Limited Liability Company.

Witness my hand and official seal

My commission expires: 12-19-23

GEORGE H KROPF JR
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20114079730
My Commission Expires: 12/19/2023

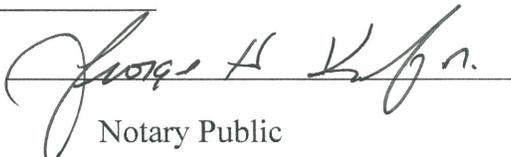

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Peerless Tires 4 Less

3632 11th Avenue

Evans, Colorado

A PARCEL OF LAND BEING A PART OF LOT 6 AND LOTS 7, 8, 9, BLOCK 176, MAP OF EVANS, THE PLAT OF WHICH WAS RECORDED OCTOBER 13, 1891 AT RECEPTION NO. 41376 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJACENT TO SAID LOTS, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20 TO BEAR NORTH 89°31'03" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89°31'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 209.39 FEET;
THENCE NORTH 00°28'57" WEST A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF 37TH STREET AND THE **POINT OF BEGINNING**.

THENCE NORTH 00°36'58" WEST ALONG THE CENTERLINE OF SAID VACATED ALLEY A DISTANCE OF 168.05 FEET;

THENCE NORTH 89°30'30" EAST A DISTANCE OF 160.10 FEET TO THE EASTERLY LINE OF SAID LOT 6;
THENCE SOUTH 00°34'50" EAST ALONG THE EASTERLY LINES OF SAID LOTS 6, 7, 8 AND 9 A DISTANCE OF 168.08 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 9;
THENCE SOUTH 89°31'03" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 9, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 160.00 FEET TO THE **POINT OF BEGINNING**

SAID PARCEL CONTAINS AN AREA OF 26,895 SQUARE FEET, OR 0.617 ACRES, MORE OR LESS.

PEERLESS TIRE SITE PLAN

A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M. CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO

SHEET INDEX:

- A0 COVER SHEET, SITE INFO, SIGNATURE BLOCKS
- A1 ARCHITECTURAL SITE PLAN
- A2 ARCHITECTURAL ELEVATIONS
- C1 CIVIL GRADING AND UTILITY PLAN
- C2 CIVIL POND PLAN
- L1 LANDSCAPE PLAN
- L2 LANDSCAPE NOTES AND DETAILS
- IR.1 IRRIGATION PLAN
- IR.2 IRRIGATION DETAILS
- IR.3 IRRIGATION DETAILS
- E1 PHOTOMETRIC PLAN
- E2 LIGHTING CUTSHEETS

SITE PLAN NOTES:

- a. Approval of this plan may create a vested property right for Phase 1 pursuant to Article 68 of Title 24 C.R.S., as amended.
- b. The following Development Standards shall be adhered to:
 1. Lighting shall be shielded and not allowed to spill onto adjacent properties.
 2. The landscaping illustrated on the Site Plan shall be maintained in a healthy state. Landscaping shall be replaced as needed.
 3. Construction activities on site shall not commence until a Grading Permit has been issued by the City of Evans.
 4. Construction activities on site shall not commence until the Construction Drawings have been approved by the City of Evans.
 5. A building permit shall be applied for with the City of Evans. Review of the building permit will be made in accordance with the Architectural Standards found in Chapter 18.08 of the Land Use Code.
 6. A building permit for any signs shall be applied for with the City of Evans. The sign standards found in Chapter 18.09 shall be adhered to.

LEGAL DESCRIPTION

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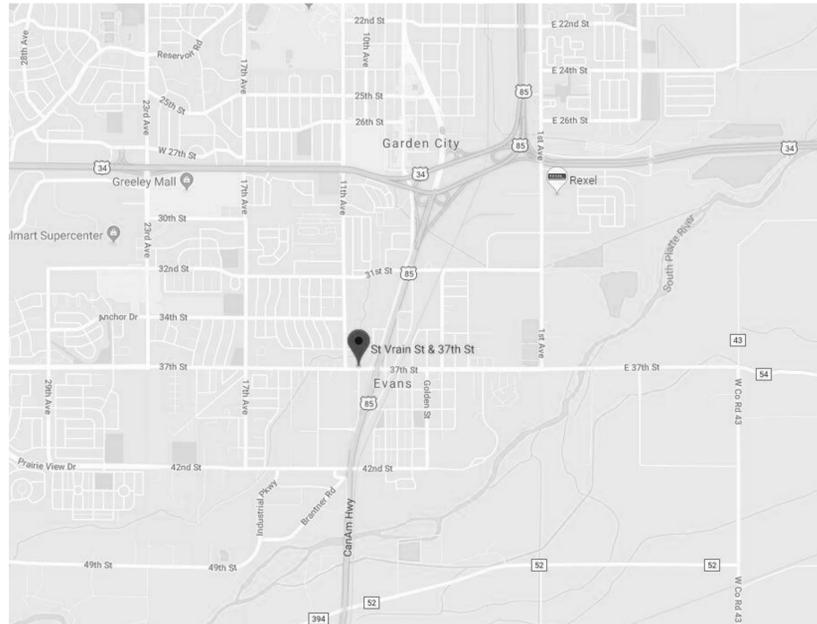
CONTACT INFORMATION:

OWNER:
PEERLESS TIRE 4 LESS
5000 KINGSTON ST.
DENVER, CO
TEL: (303) 371-4300 #128
JEFF FORBES
j.forbes@peerlesstireco.com

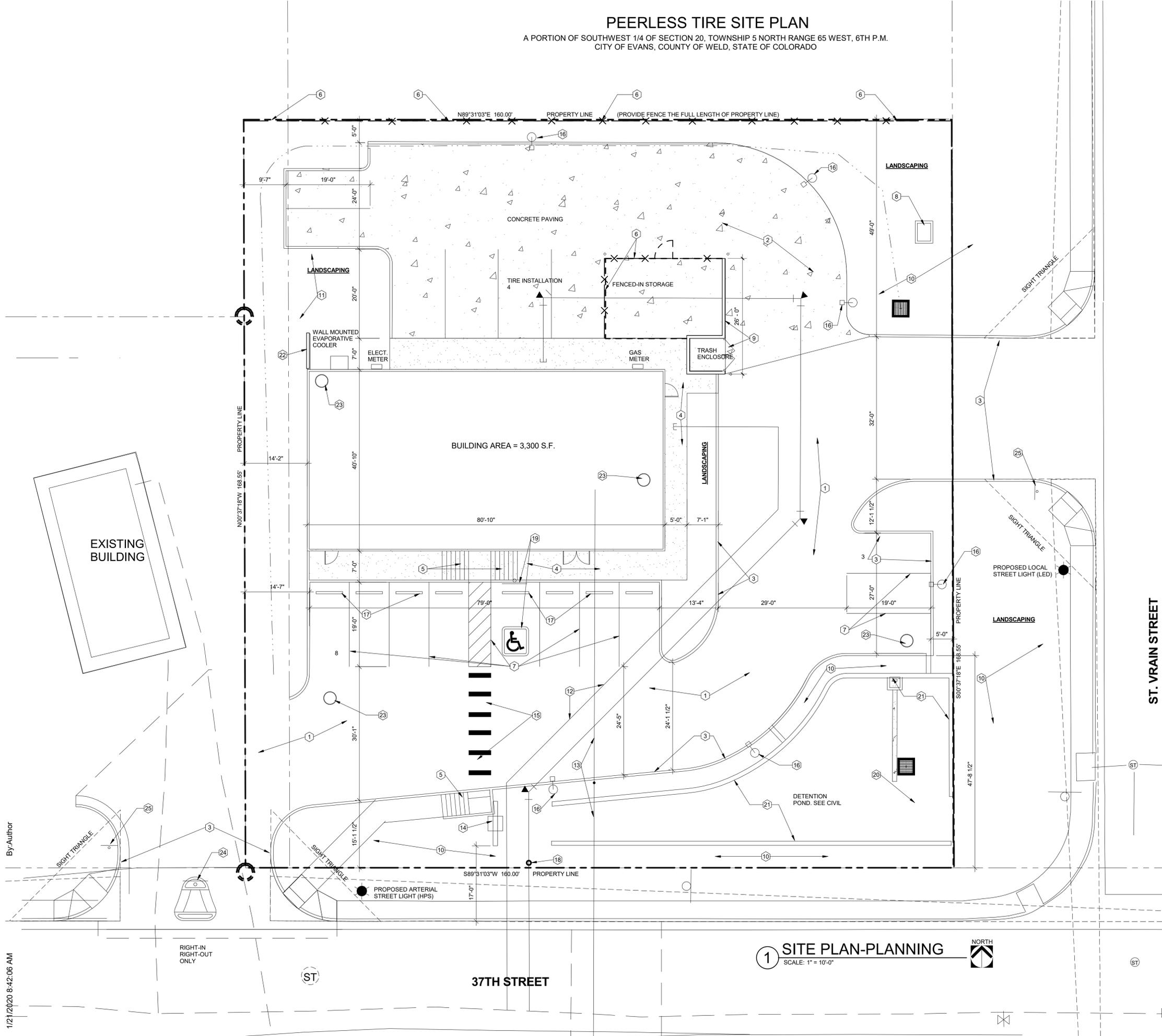
ARCHITECT:
INTERGROUP ARCHITECTS
2000 W. LITTLETON BLVD
LITTLETON, CO 80120
TEL: (303) 738-8877
BILL SMITH, AIA
bsmith@igarch.com

SITE DATA

ZONING: C-3
SITE AREA: 26,895 SF (0.617 ACRES)
BUILDING AREA: 3,300 SF = 12.2%
LANDSCAPE AREA: 9,296 SF = 34.4%
SIDEWALK AREA: 1,747 SF = 6.5%
PAVED DRIVE AND PARKING AREA: 12,645 SF = 46.9%
PARKING REQUIRED = 3,300SF @ 1/200 SF = 17 SPACES
PARKING PROVIDED = 12 STANDARD STALLS, 4 OVERSIZED STALLS FOR TIRE CHANGING AND 1 HC STALL (17 TOTAL PARKING SPACES)



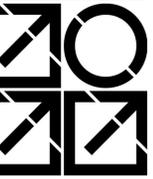
PEERLESS TIRE SITE PLAN
 A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M.
 CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO



SITE NOTES:

1. NEW ASPHALT PAVING. SEE SOILS REPORT BY CTC-GEOTEK, DATED 3-7-18.
2. NEW CONCRETE PAVING. SEE SOILS REPORT BY CTC-GEOTEK, DATED 3-7-18.
3. NEW 6" VERTICAL CURB AND GUTTER. RADIUS ALL OUTSIDE CORNERS. TYPICAL. ALL LANDSCAPING AT CONCRETE CURB TO BE FLUSH WITH TOP OF CURB.
4. NEW 4" THICK CONCRETE FLATWORK WITH 6 X 6 - W1.4 X W1.4 W.W.F. AND BROOM FINISH.
5. NEW CURB RAMP FOR HANDICAP ACCESS PER ADA/ANSI 1:12 SLOPE MAX. SEE CIVIL DRAWINGS.
6. NEW 6' HIGH CEDAR PICKET FENCING. SEE DETAIL 2/A1.
7. PAINTED WHITE LINES - 4" WIDE. 9' X 18' STANDARD PARKING STALLS.
8. NEW ELECTRICAL TRANSFORMER ON CONCRETE PAD.
9. 8' X 8' X 6'-8" HIGH CMU TRASH ENCLOSURE AND 6'-8" HIGH CMU SCREEN WALL.
10. IRRIGATED LANDSCAPE AREA.
11. NATIVE SEED LANDSCAPE AREA.
12. NEW DOMESTIC WATER LINE.
13. NEW SANITARY SEWER LINE.
14. 16' HIGH PYLON SIGN WITH MOUNTED 4' X 10' INTERIOR LIGHTED "PEERLESS TIRE" SIGN. SEE DETAIL 5/A2. A SIGN PERMIT ISSUED BY THE CITY OF EVANS WILL BE NEEDED.
15. PAINT STRIPING ACROSS PARKING LOT TO INDICATE ACCESSIBLE PATH.
16. NEW 20' HIGH LIGHT POLE ON 30" CONC. BASE.
17. 6' X 6'-0" CONCRETE PARKING BLOCK SET 2'-0" BACK FROM CURB.
18. NEW WATER METER LOCATION.
19. 11' WIDE VAN ACCESSIBLE HANDICAP PARKING SPACE WITH A POST MOUNTED SIGN AT THE FRONT OF THE SPACE.
20. STORM SEWER INLET.
21. LANDSCAPE DETENTION POND RETAINING WALL TO MATCH THE EXISTING RETAINING WALL ON THE EAST SIDE OF ST VRAIN STREET.
22. 6'-8" HIGH REINFORCED CMU SCREEN WALL. BLOCKS TO MATCH BUILDING CMU VENEER.
23. SOILS REPORT BORING LOCATION.
24. TRAFFIC SIGN PER CITY OF EVANS REQUIREMENTS.
25. STOP SIGN PER CITY OF EVANS REQUIREMENTS.

BS-10366



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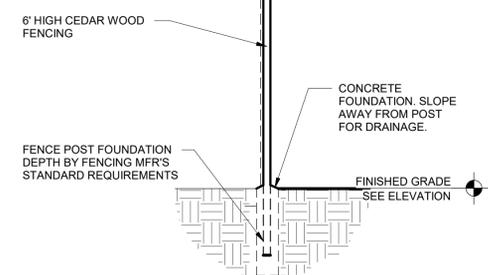
PEERLESS TIRE SITE PLAN

37TH STREET AND ST. VRAIN STREET
EVANS, COLORADO

DATE	DESC.
11-7-17	BACKGROUND
1-19-18	PROGRESS
3-7-18	PRELIM. PLNG.
8-15-18	PLNG. SUB.
7-15-19	ELEV. REV.
9-12-19	PLNG. SUB.
10-2-19	FOR CONSTR.
10-16-19	PLNG. SUB.
11-07-19	BLDG. COMMENT
11-15-19	PLNG. SUB.
01-15-2020	PLNG. SUB.

1 SITE PLAN-PLANNING
SCALE: 1" = 10'-0"

2 FENCE DETAIL
SCALE: 1/2" = 1'-0"



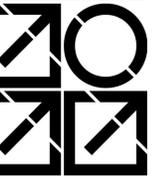
1/21/2020 8:42:06 AM

RIGHT-IN
RIGHT-OUT
ONLY

A1
SITE PLAN

PEERLESS TIRE SITE PLAN
 A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M.
 CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO

BS-10366



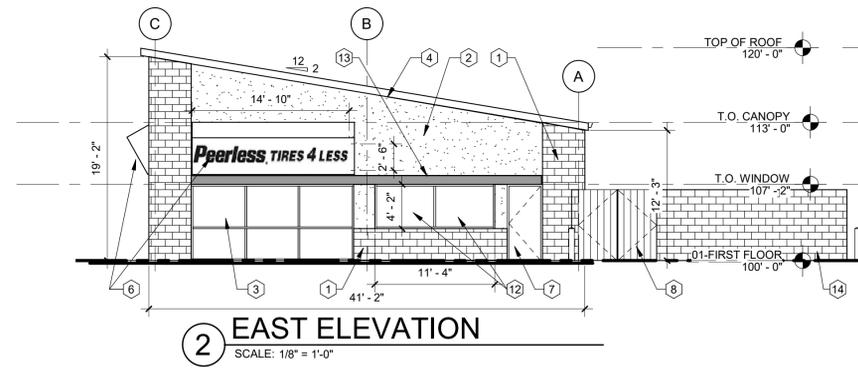
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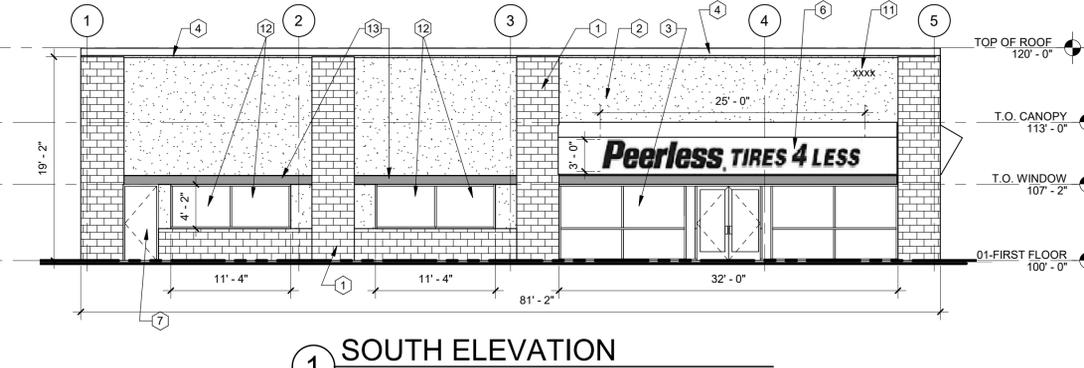
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KEYNOTES:

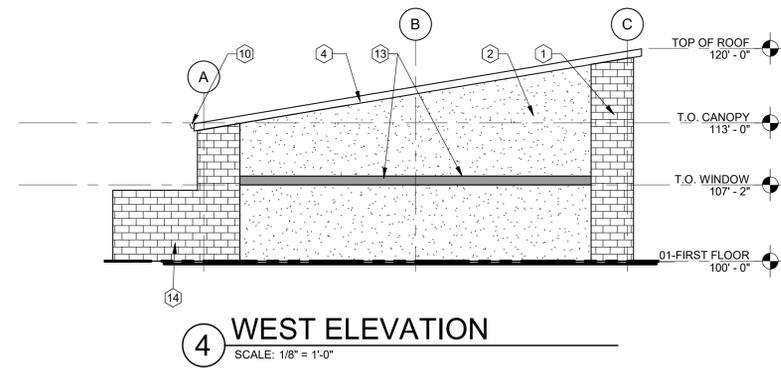
1. 8" X 16" SPLIT FACE 4" THICK CMU VENEER. COLOR: GENERAL SHALE MAROON NW.
2. PREFINISHED GRANISTONE METAL KINGSPAN SIDING. COLOR: TAUPESTONE.
3. STOREFRONT GLAZING IN CLEAR ANODIZED ALUMINUM FRAME.
4. PRE-FINISHED STANDING SEAM KINGZIP INSULATED METAL ROOF PANEL. COLOR: TAUPESTONE.
5. STEEL TRASH ENCLOSURE GATES. PAINT (ICI #10YY 30/106 "WRIGHT STONE")
6. INTERIOR LIT BLUE AWNING WITH PEERLESS TIRE SIGN. COLOR: BLUE BACKGROUND WITH WHITE AND RED LETTERS.
7. 3'-0" W. X 7'-0" H. HOLLOW METAL MAN DOOR. PAINT (ICI #10YY 30/106 "WRIGHT STONE") TO MATCH METAL SIDING.
8. 8" X 8" X 16" SPLIT FACE CMU TRASH ENCLOSURE WALL. COLOR: GENERAL SHALE MAROON NW. 6" WIDE STEEL GATES PAINTED TO MATCH.
9. EXTEROR WALL MOUNTED LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.
10. PRE-FINISHED METAL GUTTER AND DOWNSPOUTS ALONG BACK OF BUILDING. COLOR TO MATCH ICI PAINTS "WRIGHT STONE"
11. BUILDING ADDRESS LOCATION. VERIFY WITH FIRE DEPARTMENT PRIOR TO PLACEMENT. PROVIDE 12" S.S. NUMBERS.
12. SPANDREL PANEL GLAZING IN CLEAR ANODIZED STOREFRONT FRAME.
13. 2" THICK X 10" TALL E.I.F.S. ACCENT BAND. PAINT TO MATCH SPLIT FACE CMU (ICI #60YR 20/117 "CENTER COURT")
14. 8" X 8" X 16" SPLIT FACE CMU SCREEN WALL, 6'-8" HIGH.



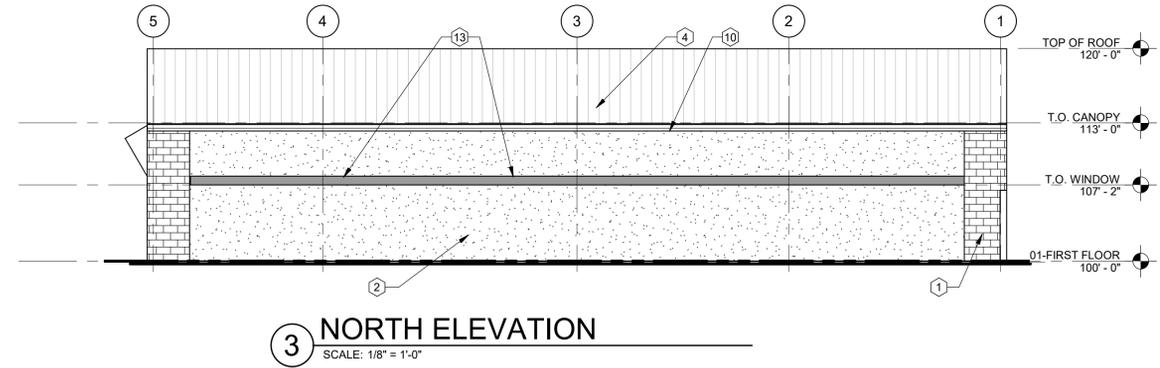
2 EAST ELEVATION
 SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



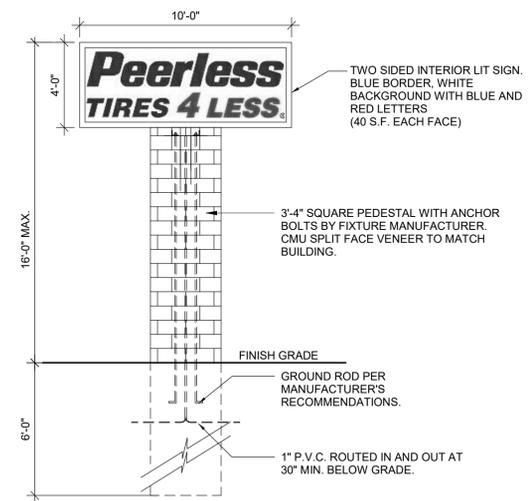
4 WEST ELEVATION
 SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"

SIGN AREAS:

AWNING SIGNAGE FACING 37TH STREET = 75 S.F.
 AWNING SIGNAGE FACING ST. VRAIN ST. = 38 S.F.
 FREE STANDING POLE SIGN: 40 S.F. (EACH SIDE)



5 FREE STANDING SIGN
 SCALE: 1/4" = 1'-0"

PEERLESS TIRE SITE PLAN

37TH STREET AND ST. VRAIN STREET
 EVANS, COLORADO

DATE	DESC.
11-7-17	BACKGROUND
1-19-18	PROGRESS
3-7-18	PRELIM. PLNG.
8-15-18	PLNG. SUB.
7-15-19	ELEV. REV.
9-12-19	PLNG. SUB.
10-2-19	FOR CONSTR.
10-16-19	PLNG. SUB.
11-07-19	BLDG. COMMENT
11-15-19	PLNG. SUB.
01-15-2020	PLNG. SUB.

A2
 ELEVATIONS

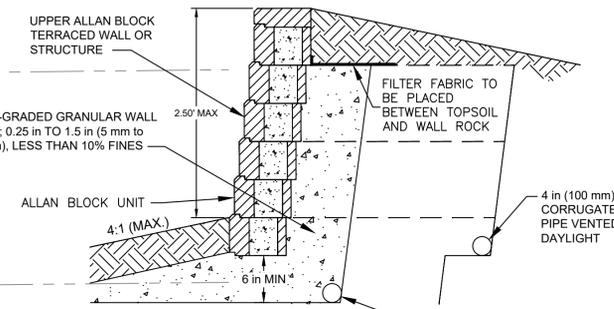


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PEERLESS TIRE 4 LESS
GRADING AND UTILITY PLAN
37TH STREET AND ST. VRAIN STREET
EVANS, CO 80620

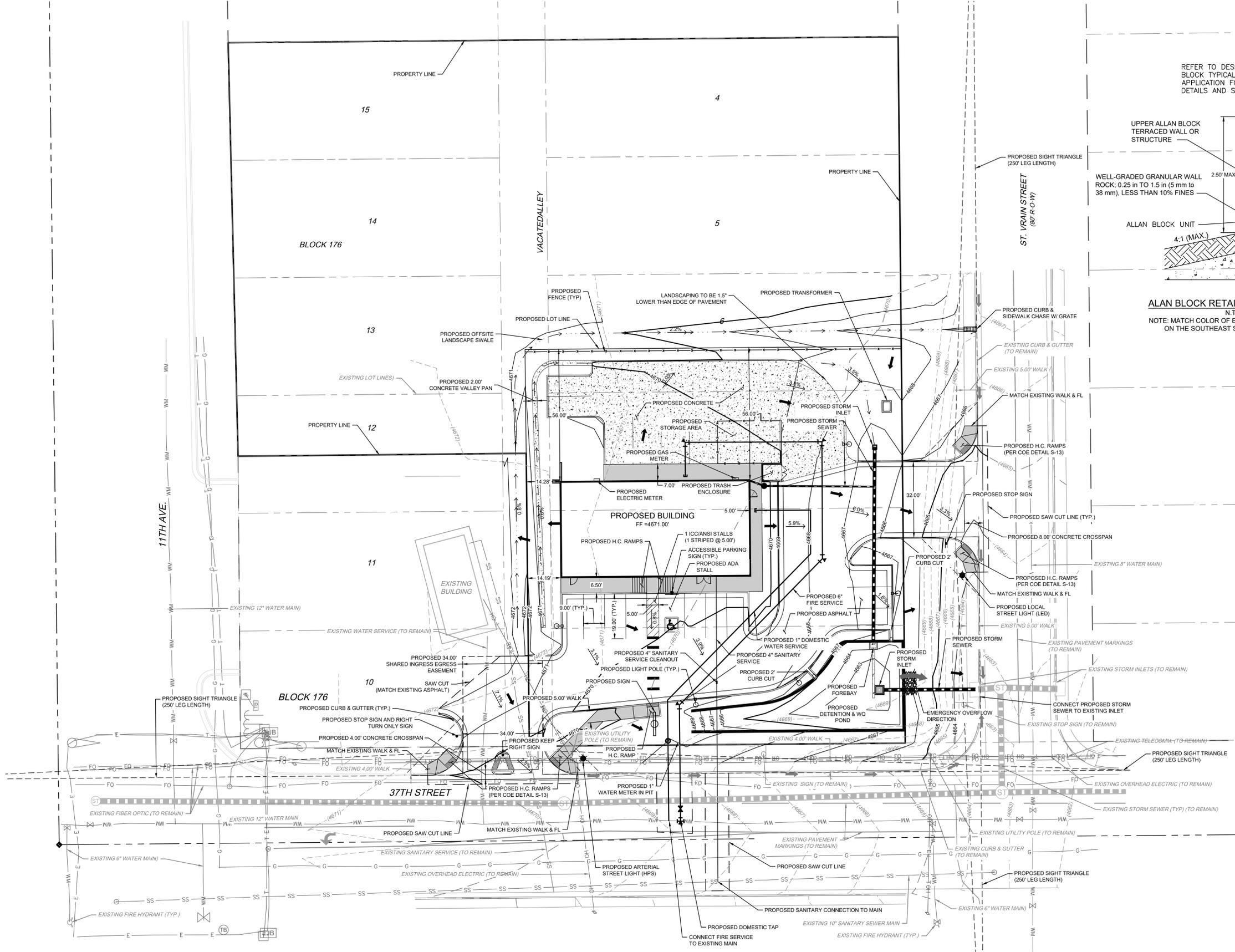
DATE	DESC.
09-14-2017	PRELIM.
10-26-2017	PRELIM.
01-19-2018	PROGRESS SET
08-10-2018	PLANNING
09-12-2019	PLANNING
10-17-2019	PLANNING
11-15-2019	PLANNING

REFER TO DESIGN DETAILS: ALLAN BLOCK TYPICAL REINFORCED WALL APPLICATION FOR ALL OTHER NOTES, DETAILS AND SPECIFICATIONS.



ALLAN BLOCK RETAINING WALL DETAIL

N.T.S.
NOTE: MATCH COLOR OF EXISTING RETAINING WALL ON THE SOUTHEAST SIDE OF ST. VRAIN ST.



LEGEND:

	PROPERTY LINE		PROPOSED FIRE HYDRANT ASSEMBLY		EXISTING FIBER OPTIC LINE		PROPOSED 1' CONTOUR
	PROPOSED STORM LINE		EXISTING WATERLINE & VALVE		EXISTING IRRIGATION LINE		EXISTING 5' CONTOUR
	PROPOSED STORM INLET		EXISTING FIRE HYDRANT		EXISTING SPRINKLER CONTROL		EXISTING 1' CONTOUR
	EXISTING STORM LINE		EXISTING GAS LINE		PROPOSED LIGHT POLE		PROPOSED CONCRETE
	EXISTING STORM INLET		EXISTING TELEPHONE LINE		EXISTING LIGHT POLE		PROPOSED WALK
	PROPOSED SANITARY SEWER W/ MANHOLE		EXISTING ELECTRIC LINE		PROPOSED SLOPE AND DIRECTION		PROPOSED SIGN
	EXISTING SANITARY SEWER W/ MANHOLE		EXISTING CABLE TV LINE		FLOW DIRECTION		
	PROPOSED WATERLINE & VALVE		EXISTING OVERHEAD LINE		PROPOSED 5' CONTOUR		

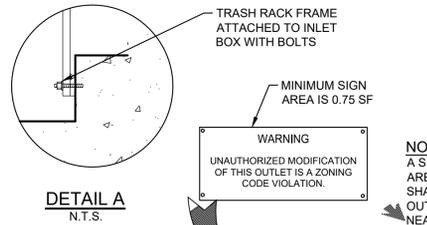
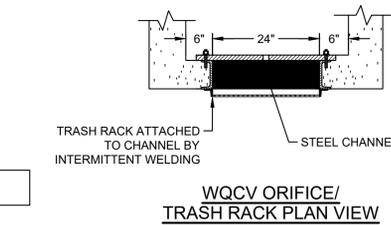
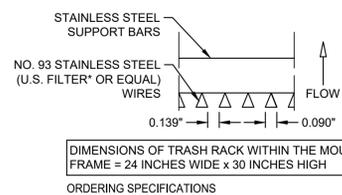
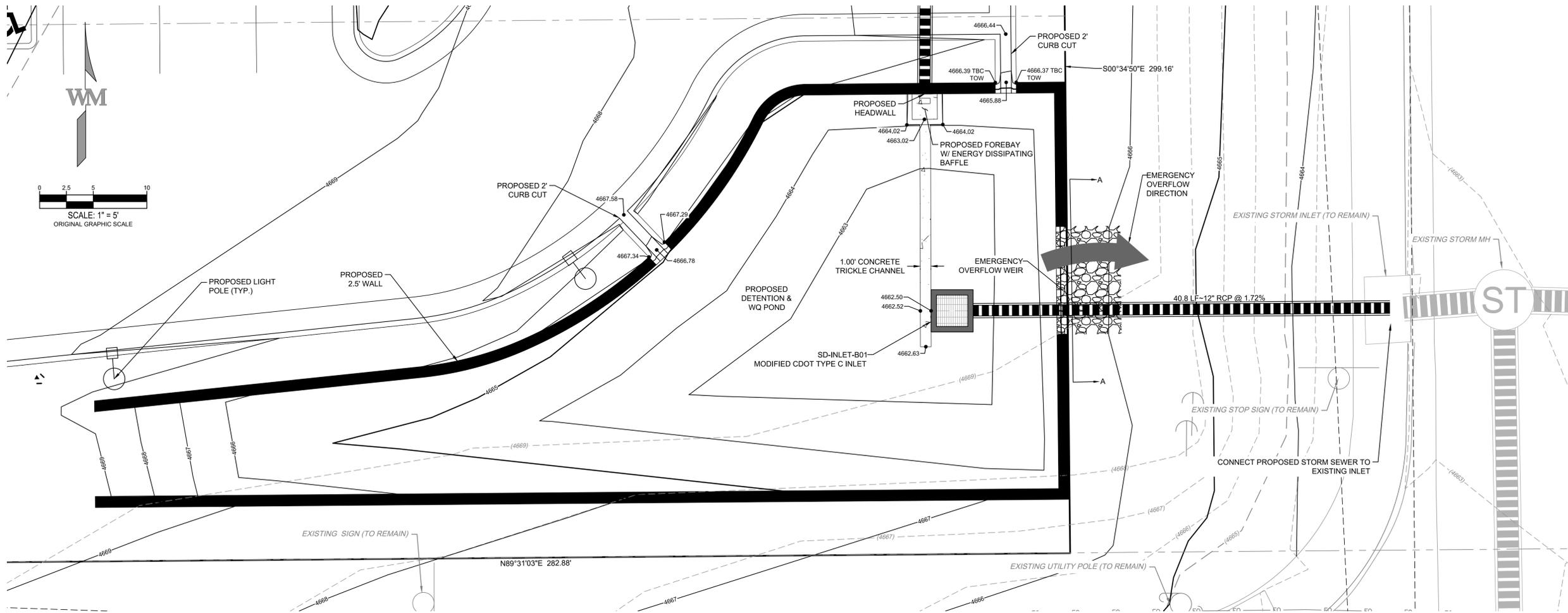
NOTES:

1. PROPOSED SANITARY, DOMESTIC WATER AND FIRE SERVICE SIZES TO DESIGNED AND FINALIZED BY PLUMBING ENGINEER.
2. PAVEMENT DEPTH AND SUBGRADE PREPARATION PER GEOTECHNICAL REPORT.
3. ALL SIDEWALKS TO BE SLOPED TOWARD PARKING AREAS OR ROADS AT 2.0% MAX.
4. PROPOSED ACCESSIBLE PARKING SPOTS TO HAVE 2.0% MAX SLOPE, IN ANY DIRECTION.

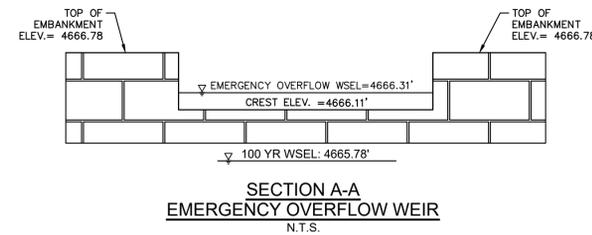


SCALE: 1" = 20'
ORIGINAL GRAPHIC SCALE

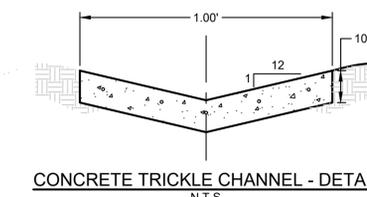
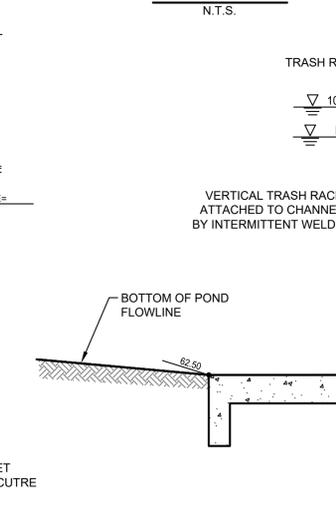
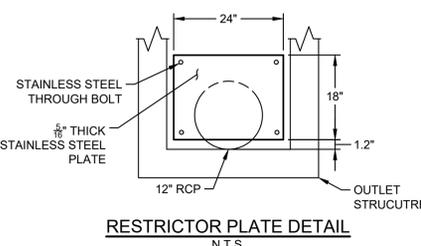
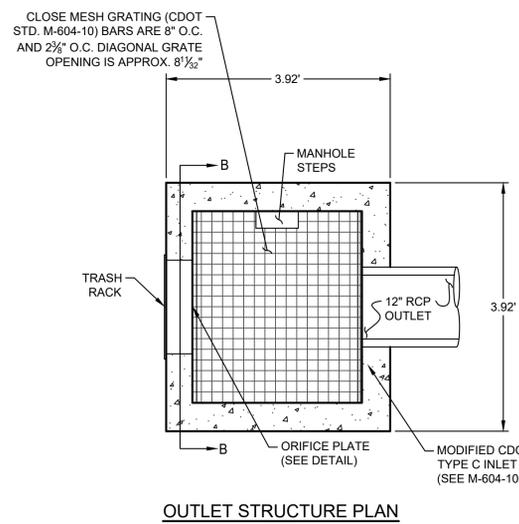
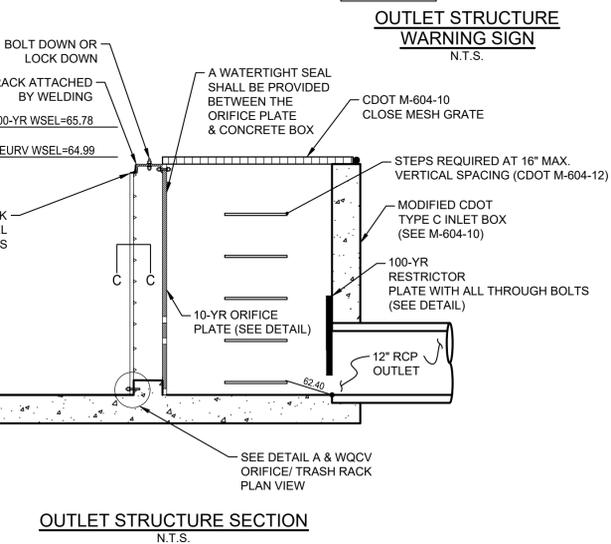
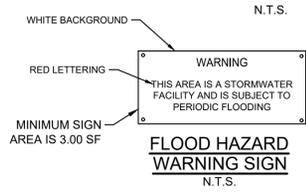
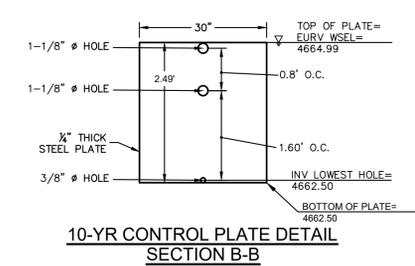
WARE MALCOMB assumes no responsibility for utility locations. The utilities shown on this drawing have been plotted from the best available information. It is, however, the contractors responsibility to field verify the location of all utilities prior to the commencement of any construction.



NOTE:
A SIGN WITH A MINIMUM AREA OF 0.75 SQUARE FEET SHALL BE ATTACHED TO THE OUTLET OR POSTED NEARBY WITH THE FOLLOWING MESSAGE:
"WARNING Unauthorized Modification of this Outlet is a Zoning Code Violation"



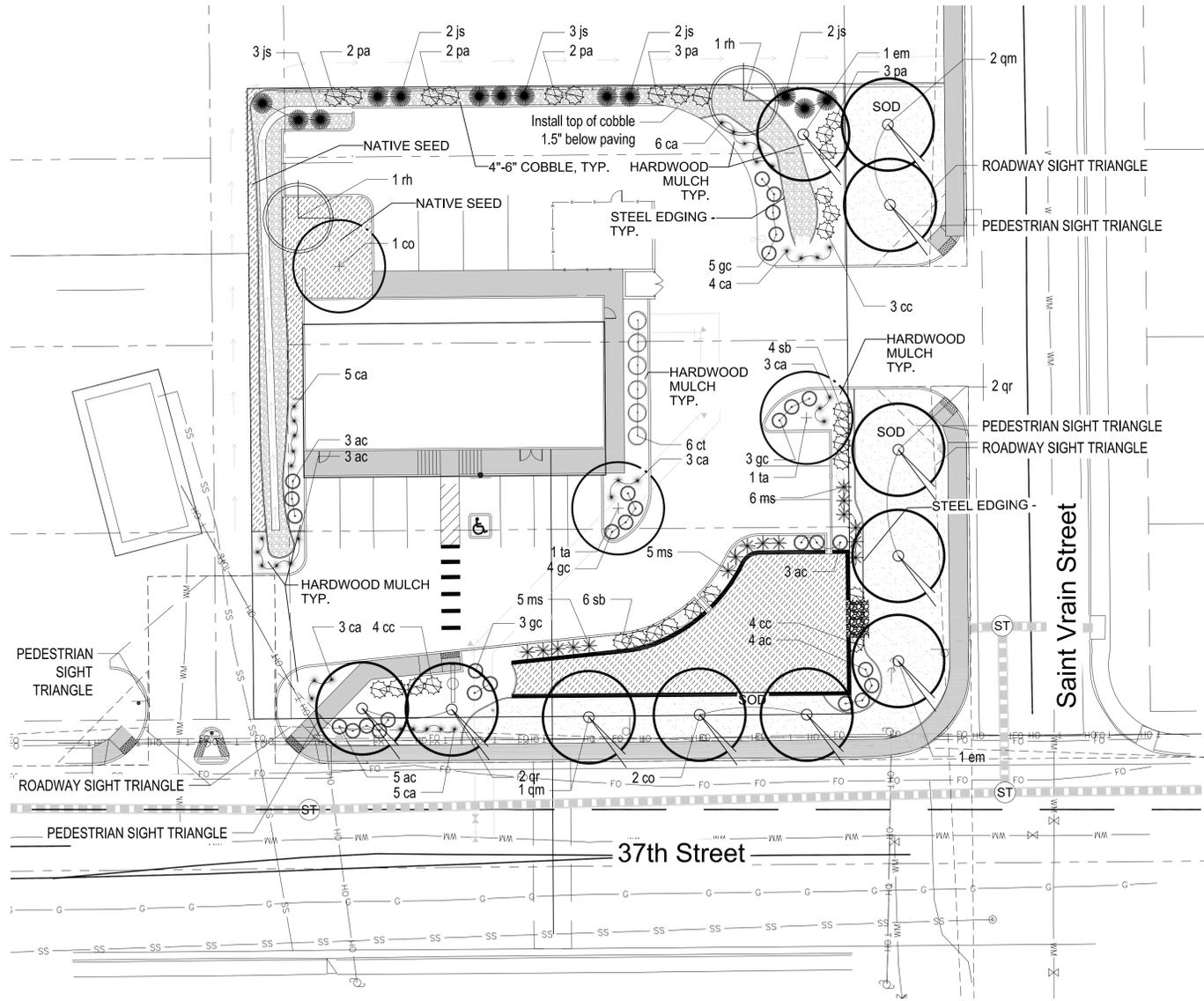
- PROPERTY LINE
 - 5820 — PROPOSED 5' CONTOUR
 - 5821 — PROPOSED 1' CONTOUR
 - - - 5820 - - - EXISTING 5' CONTOUR
 - - - 5821 - - - EXISTING 1' CONTOUR
 - ▬ PROPOSED STORM LINE
 - ▬ EXISTING STORM INLET
 - ▬ PROPOSED STORM INLET
 - FLOW DIRECTION
 - XX.XX — 100-YEAR WATER SURFACE ELEVATION
 - XX.XX • PROPOSED SPOT ELEVATION (AT FLOWLINE UNLESS OTHERWISE INDICATED)
 - X.XX% PROPOSED SLOPE AND DIRECTION
 - HP HIGH POINT
 - LP LOW POINT
 - ME MATCH EXISTING
 - GB GRADE BREAK
 - TOW TOP OF WALL
 - BOW BOTTOM OF WALL
- NOTE:**
ALL PROPOSED STORM SEWER IS PRIVATE UNLESS OTHERWISE NOTED AND SHALL BE MAINTAINED BY PROPERTY OWNER.
- WARE MALCOMB assumes no responsibility for utility locations. The utilities shown on this drawing have been plotted from the best available information. It is, however, the contractors responsibility to field verify the location of all utilities prior to the commencement of any construction.



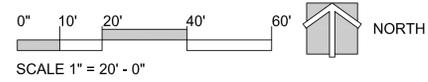
DATE	DESC.
09-14-2017	PRELIM.
10-26-2017	PRELIM.
01-19-2018	PROGRESS SET
08-10-2018	PLANNING
09-12-2019	PLANNING
10-17-2019	PLANNING
11-15-2019	PLANNING

PEERLESS TIRE SITE PLAN

A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M.
CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO



LANDSCAPE PLAN



LANDSCAPE DATA:

TOTAL SITE AREA	26,988 SF. (.62 ac.) +/-	
BUILDING FOOTPRINT AREA	3,300 SF.	
37th Street (160.13 linear feet)	Required (1 tree + 5 shrubs / 35 linear feet)	Provided 5 trees and 23 shrubs
Saint Vrain (149.80 linear feet)	Required (1 tree + 5 shrubs / 35 linear feet)	Provided 5 trees and 22 shrubs

PERFORMANCE GUARANTEE:

1. ALL PROPOSED LANDSCAPE IMPROVEMENTS SHALL BE GUARANTEED FOR A MINIMUM PERIOD OF ONE YEAR FROM SUBSTANTIAL COMPLETION OF THE PROJECT.

MAINTENANCE:

LANDSCAPED AREAS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY. PROPERTY OWNERS SHALL ALSO MAINTAIN LANDSCAPED AREAS WITHIN THE ADJACENT RIGHT-OF-WAY UNLESS AN APPROVED HOMEOWNERS ASSOCIATION ASSUMES THIS OBLIGATION. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, IRRIGATING, MOWING, PRUNING, REMOVAL OF TRASH AND WEEDS AND REPLACEMENT OF ANY REQUIRED PLANTINGS THAT BECOME DISEASED, INFESTED OR OTHERWISE UNHEALTHY.

PLANT MATERIAL SCHEDULE:

SYMBOL	QTY	KEY	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MATURE WIDTH	PLANTING SIZE	NOTES
SHADE TREES								
+	4	qr	QUERCUS RUBRA	NORTHERN RED OAK	40'-50'	40'	2" CAL.	B & B
○	2	em	EMERALD QUEEN MAPLE	ACER PLATANOIDES 'EMERALD QUEEN'	40'-50'	30'-40'	2" CAL.	B & B
○	3	co	CELTIS OCCIDENTALIS	COMMON HACKBERRY	50'-60'	40'-50'	2" CAL.	B & B
○	2	ta	TILIA AMERICANA	AMERICAN LINDEN	40'-50'	30'-40'	2" CAL.	B & B
○	3	qm	QUERCUS MUEHLENBERGII	CHINKAPIN OAK	30'-60'	40'-60'	2" CAL.	B & B
EVERGREEN TREES								
●	12	js	JUNIPERUS SCOPULORUM	MEDORA JUNIPER	8'-10'	4'-5'	6' HT.	B & B
ORNAMENTAL TREES								
○	2	rh	CRATEAEGUS AMBIGUA	RUSSIAN HAWTHORNE	20'	20'	2" CAL.	B & B
SHRUBS								
○	10	sb	SPIRAEA X BUMALDA	BUMALDA SPIREA	2'-3'	2'-3'	5 GAL.	CONT.
○	18	gc	RIBES AUREUM	GOLDEN CURRANT	3'-3-6"	3'-3-6"	5 GAL.	CONT.
○	16	ac	RIBES ALPINUM	ALPINE CURRANT	3'-3-6"	3'-3-6"	5 GAL.	CONT.
○	6	ct	COTONEASTER APICULATUS	CRANBERRY COTONEASTER	18"-24"	4'-6"	5 GAL.	CONT.
○	11	cc	CARYOPTERIS X CLANDONENSIS	BLUEMIST SPIREA	3'-5'	2'-3'	5 GAL.	CONT.
○	12	pa	PICEA ABIES 'PUMILA'	DWARF NORWAY SPRUCE	3'-5'	4'-5'	6' HT.	B & B
ORNAMENTAL GRASS								
*	16	ms	MISCANTHUS SINESIS 'YAKU JIMA'	DWARF MAIDEN GRASS 'YAKU JIMA'	3'-4'	3'-4'	5 GAL.	CONT.
*	29	ca	CALAMAGROSTIS ACUTIFLORA	FEATHER REED GRASS	2'-3'	2'-3'	5 GAL.	CONT.

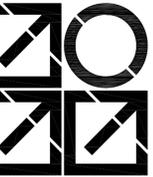
GROUND COVER

	NATIVE SEED LOW GROW MIX MIX RATIO: 30% EPHRAIM CRESTED WHEATGRASS 25% SHEEP FESCUE 20% PERENNIAL RYE 15% CHEWINGS FESCUE 10% CANADA BLUEGRASS	SEEDING RATE: 40 lbs/acre
	HARDWOOD MULCH	
	LOCALLY AVAILABLE FESCUE BLEND SOD	
	4" - 6" COBBLE	
	STEEL EDGING	

SCREENING REQUIREMENTS

1. IF ANY TRANSFORMERS, GROUND MOUNTED HVAC UNITS, UTILITY PEDESTALS, AND SIMILAR FEATURES ARE NOT SHOWN ON THE SDP, ADDITIONAL LANDSCAPING AND SCREENING MAY BE REQUIRED BASED UPON FIELD CONDITIONS DURING THE SITE INSPECTION PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR FINAL INSPECTION, AS APPLICABLE.

BS-10366



INTERGROUP ARCHITECTS

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PEERLESS TIRE SITE PLAN

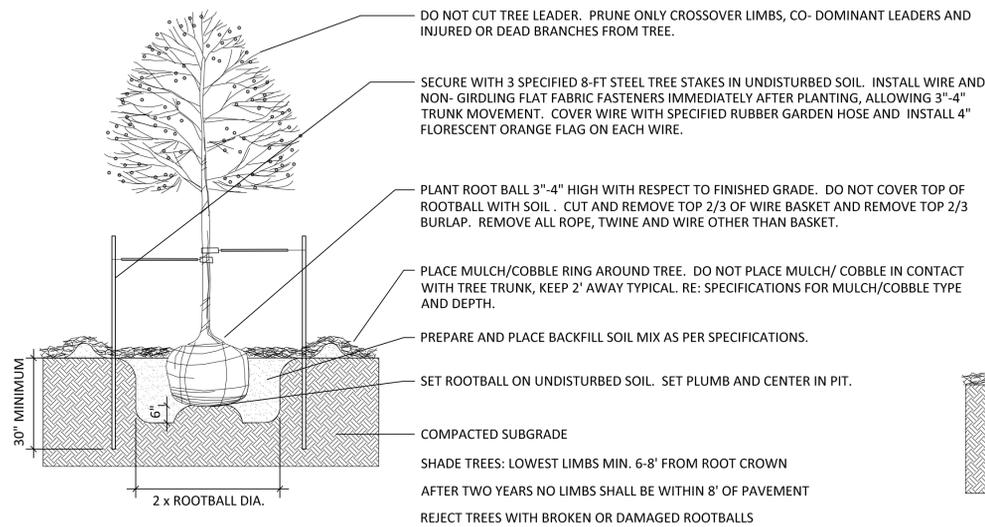
FINAL LANDSCAPE PLAN
37TH STREET AND ST. VRAIN STREET
EVANS, CO 80620

DATE	DESC.
09-14-2017	PRELIM.
10-26-2017	PRELIM.
07-25-2018	PRELIM.
07-29-2019	FINAL
09-12-2019	RESUBMIT
11-15-2019	RESUBMIT

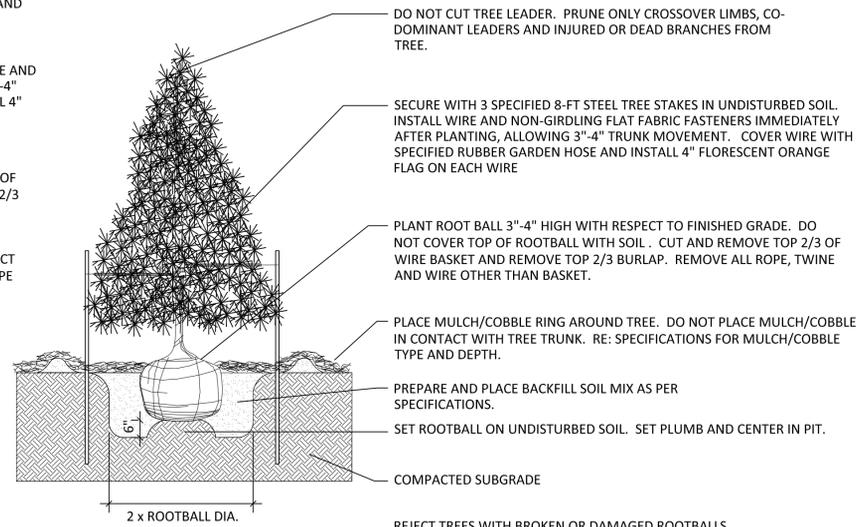
L1
LANDSCAPE

PEERLESS TIRE SITE PLAN

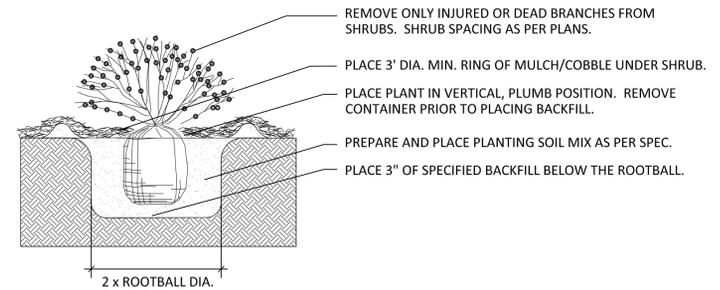
A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M.
CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO



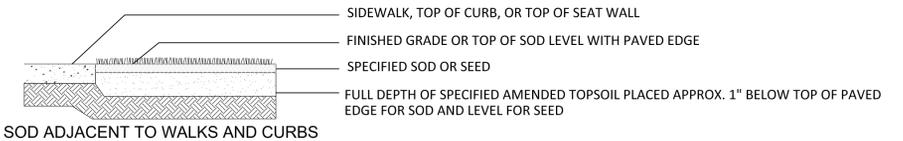
1 DECIDUOUS TREE NOT TO SCALE



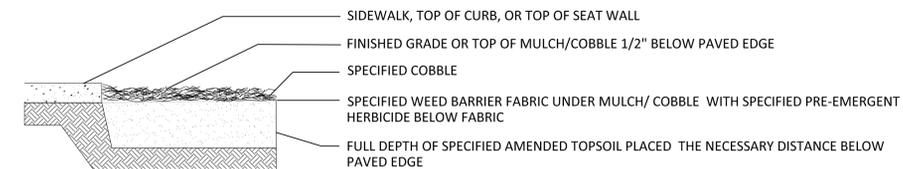
2 EVERGREEN TREE PLANTING NOT TO SCALE



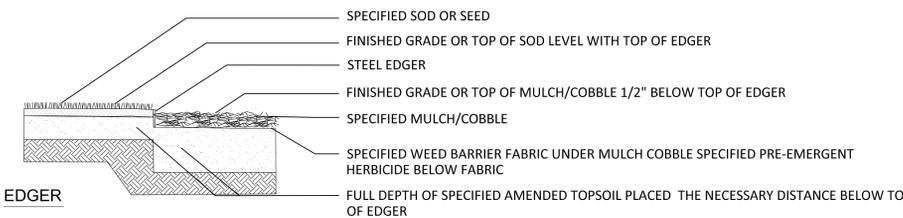
3 SHRUB PLANTING NOT TO SCALE



SOD ADJACENT TO WALKS AND CURBS



MULCH ADJACENT TO WALKS AND CURBS



EDGER

4 EDGE TREATMENT NOT TO SCALE

GENERAL PLANTING NOTES:

- PRIOR TO BEGINNING ANY WORK ON THE SITE THE LANDSCAPE CONTRACTOR SHALL CONTACT THE OFFICE OF THE GENERAL CONTRACTOR AND LANDSCAPE ARCHITECT FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
- LANDSCAPE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND SERVICE NECESSARY TO FURNISH AND INSTALL PLANTINGS AND MATERIALS AS SPECIFIED HEREIN AND AS SHOWN ON PLANS.
- NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE LANDSCAPE ARCHITECTS APPROVAL IN WRITING. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED.
- LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REVISE PLANT MATERIAL LIST AS DEEMED NECESSARY.
- ALL PLANT LOCATIONS ARE APPROXIMATE. ADJUST AS NECESSARY TO AVOID CONFLICTS.
- QUANTITIES OF MATERIALS SHOWN ON THE PLANTING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT MATERIAL SCHEDULE. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL QUANTITIES ON THE PLANTING PLAN(S).
- LANDSCAPE CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE COMMENCEMENT OF WORK. VERIFY EXACT LOCATION OF ALL UTILITIES BY CONTACTING APPROPRIATE UTILITY COMPANIES. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR / REPLACEMENT FOR ANY DAMAGE CAUSED TO UTILITIES.
- FINISH GRADE SHALL BE ADJUSTED FOR TURF THICKNESS.
- ALL PLANT MATERIALS SHALL HAVE BACKFILL, CAREFULLY PLACED AROUND BASE AND IDES OF BALL TO TWO-THIRDS (2/3) DEPTH OF BALL THEN THOROUGHLY SOAKED WITH WATER TO ALLOW SETTLEMENT. ALL WIRE, BURLAP FASTENERS, TOP ONE-THIRD (1/3) OF BURLAP AND LOOSE BURLAP SHALL BE REMOVED AT THIS TIME THE REMAINDER OF THE PIT SHALL THEN BE BACKFILLED, ALLOWING FOR THE DEPTH OF THE MULCH SAUCER AND SETTLEMENT OF BACKFILL. BACKFILL SHALL THEN BE THOROUGHLY WATERED ONCE AGAIN.
- AFTER PLANTING IS COMPLETED REPAIR INJURIES TO ALL PLANTS AS REQUIRED. LIMIT AMOUNT OF PRUNING TO A MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. PRUNE IN SUCH A MANNER AS NOT TO CHANGE THE NATURAL GROWING HABIT OR SHAPE OF THE PLANT. MAKE ALL CUTS FLUSH, LEAVING NO STUBS. CENTRAL LEADERS SHALL NOT BE REMOVED. IF THE CENTRAL LEADER OF A PLANT IS DEAD THE PLANT SHALL BE REPLACED.
- PLANT SPECIFIED GROUND COVERS WITHIN ONE FOOT OF TRUNK OF TREES AND SHRUBS PLANTED WITHIN THE AREA. PLANTING ARRANGEMENTS SHALL BE TRIANGULAR WITH PROPER SPACING BETWEEN PLANTS.
- COMMERCIAL GRADE 3/8 INCH BY 4" POWDER COATED STEEL EDGING WITH PROTECTIVE CAP SHALL BE USED TO SEPARATE ALL TURF AREAS FROM PLANTING BEDS. PLACE EDGING FLUSH WITH GRADE AND STAKE TO GROUND PER MANUFACTURES RECOMMENDATIONS.
- LANDSCAPE CONTRACTOR TO PROVIDE THE LANDSCAPE CONTRACTOR A SAMPLE OF PROPOSED STEEL EDGING FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- USE SHREDDED CEDAR MULCH IN ALL PLANTING BEDS AND TREE SAUCERS. LANDSCAPE CONTRACTOR SHALL PROVIDE A 1 CUBIC FOOT SAMPLE OF PROPOSED MULCH TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
- PLACE FOUR INCHES OF MULCH IN ALL SHRUB BEDS, PLACE FOUR INCHES OF MULCH IN ALL GROUND COVER, PERENNIAL BEDS AND PLACE 4 INCHES OF MULCH AT ALL TREE SAUCERS.
- PLANTING BEDS RECEIVING MULCH ARE TO BE FREE OF WEEDS AND GRASS. TREAT BEDS WITH A PRE-EMMERGENT HERBICIDE PRIOR TO PLANTING AND MULCH PLACEMENT. DO NOT APPLY HERBICIDE IN PERENNIAL OR ANNUAL BEDS.
- LANDSCAPE CONTRACTOR TO REMOVE TREE STAKES AND ALL DEAD WOOD ON TREES AND SHRUBS ONE YEAR AFTER SUBSTANTIAL COMPLETION IS GRANTED ON THE COMPLETE PROJECT.
- REPORT ANY DISCREPANCIES IN THE PLANTING PLAN TO THE LANDSCAPE ARCHITECT PRIOR TO STARTING CONSTRUCTION.
- ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

SOIL AMENDMENTS

- PRIOR TO INSTALLATION OF ANY PLANT MATERIAL, INCLUDING SOD, APPLY A MINIMUM OF 4 CUBIC YARDS OF SOIL AMENDMENT PRODUCT PER 1,000 SQUARE FEET OF PERMEABLE AREA. THE SOIL AMENDMENT PRODUCT APPLIED TO THE PREMISES MUST BE ON THE DENVER WATER APPROVED SOIL AMENDMENT PRODUCT LIST. THIS SOIL AMENDMENT PRODUCT MUST BE INCORPORATED OR ROTOTILLED TO A DEPTH OF 4-6 INCHES. NATIVE GRASS-SEEDED AREAS MAY INCORPORATE AMENDMENT AT A RATE OF 2 CUBIC YARDS PER 1,000 SQUARE FEET.

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PEERLESS TIRE SITE PLAN

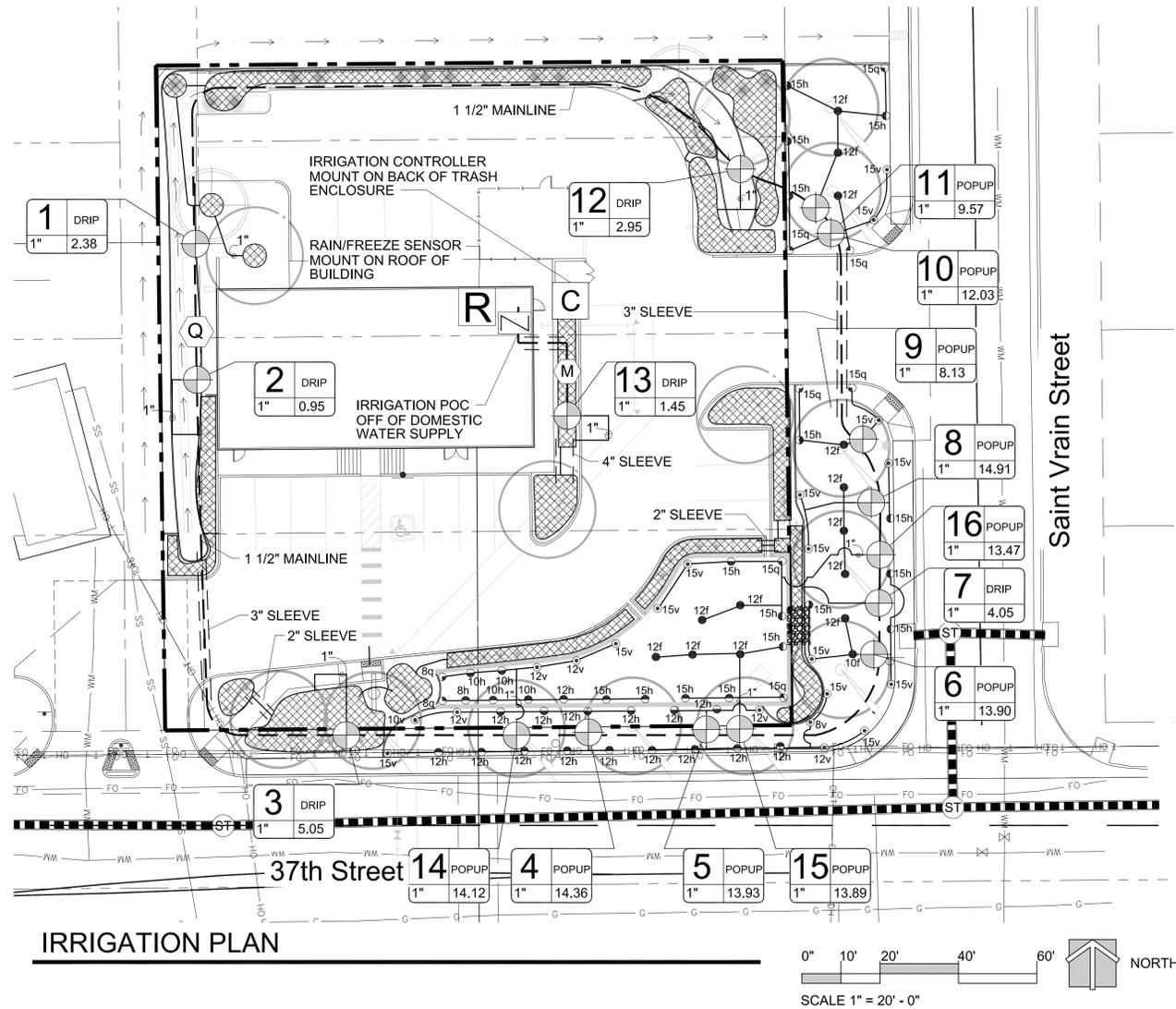
FINAL LANDSCAPE PLAN
37TH STREET AND ST. VRAIN STREET
EVANS, CO 80620

DATE	DESC.
09-14-2017	PRELIM.
10-26-2017	PRELIM.
07-25-2018	PRELIM.
07-29-2019	FINAL
09-12-2019	RESUBMIT
11-15-2019	RESUBMIT

L2
LANDSCAPE

PEERLESS TIRE SITE PLAN

A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M.
CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO



IRRIGATION LEGEND:

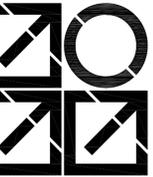
- B** POPUP
1 1/2" 26.52
ELECTRIC REMOTE VALVE DESIGNATOR
VALVE I.D. LETTER
VALVE TYPE
VALVE SIZE
GALLONS PER MINUTE OR DRIP
- RAINBIRD 1806 / 1812 SAM PRS SERIES (FULL)
- ◐ RAINBIRD 1806 / 1812 SAM PRS SERIES (HALF)
- ◑ RAINBIRD 1806 / 1812 SAM PRS SERIES (QUARTER)
- ◒ RAINBIRD 1806 / 1812 SAM PRS SERIES (VARIABLE ARC)
- ⊕ ELECTRIC REMOTE VALVE - RAINBIRD PEB
- 1 1/2" IRRIGATION MAINLINE - CLASS 200
- IRRIGATION LATERAL LINE - CLASS 200
IRRIGATION LATERAL LINE DIA. SIZE
- IRRIGATION SLEEVE - 40 SCHEDULE
- ▨ SUBSURFACE DRIP AREA - 18" SPACING
- ⊞ POINT TO CONNECTION
1 1/2" FEBCO 860 SERIES - INSTALL INSIDE WATER ENTRY ROOM
- C** 16 STATION RAINBIRD EPS-LXME W/ FLOW SENSOR MODULE - CONTROL SYSTEM
- R** RAIN BIRD WR2 RAIN / FREEZE SENSOR INSTALL ON ROOF OF BUILDING
- M** RAIN BIRD PGA ANGLE 1 1/2" ELECTRIC MASTER VALVE, ANGLE. INSTALL DOWNSTREAM OF BACKFLOW
- Q** QUICK COUPLING VALVE - 33-DLRC

NOTE:
PIPE AND / OR OTHER EQUIPMENT MAY BE SHOWN IN CONCRETE, ASPHALT, OR OFF-SITE FOR DIAGRAMMATIC PURPOSES. INSTALL ALL PIPE AND / OR EQUIPMENT ON-SITE AND IN LANDSCAPE AREAS, EXCEPT WHEN NECESSARY TO CROSS PARKING, DRIVES AND SIDEWALKS.

GENERAL IRRIGATION NOTES:

1. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND VERIFICATION OF ALL EXISTING UTILITIES AND STRUCTURES. DAMAGE DONE TO UTILITIES, STRUCTURES OR OTHER FINISHED WORK SHALL BE REPAIRED OR REPLACED AT THE IRRIGATION CONTRACTORS EXPENSE.
2. IRRIGATION CONTRACTOR SHALL CONNECT TO A DOMESTIC WATER LINE STUB BY OTHERS AS INDICATED ON THE PLANS. THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO INSURE THE POINT OF CONNECTIONS ARE PROVIDED PER PLANS.
3. IRRIGATION CONTRACTOR SHALL INSTALL A 1 1/2" REDUCED PRESSURE ZONE BACKFLOW ASSEMBLY AT THE POINT OF CONNECTION SHOWN ON THE IRRIGATION PLAN FOR BOTH SYSTEMS.. CONNECTION SHALL BE MADE PER ALL APPLICABLE PERMITS AND CITY, COUNTY AND STATE REQUIREMENTS.
4. AVAILABLE IRRIGATION WATER PRESSURE AND GALLONS PER MINUTE AVAILABLE WERE NOT AVAILABLE AT THE TIME OF IRRIGATION DESIGN. IRRIGATION CONTRACTOR SHALL VERIFY AVAILABLE WATER PRESSURE AND GALLONS PER MINUTE AVAILABLE.
5. THE IRRIGATION CONTRACTOR SHALL SUBMIT PRESSURE LOSS CALCULATIONS TO THE IRRIGATION DESIGNER PRIOR TO THE COMMENCEMENT OF ANY WORK. PRESSURE LOSS CALCULATIONS SHALL BE FROM THE SITES WATER SUPPLY TO THE FURTHEST HEAD OF THE LARGEST ZONE AND THE FURTHEST HEAD FROM THE SITE WATER SUPPLY. IF A PRESSURE IS NOT SUFFICIENT, CONTRACTOR SHALL CONTACT THE OFFICE OF THE OWNER AND LANDSCAPE ARCHITECT FOR COORDINATION AND INSTALLATION OF A BOOSTER PUMP FOR EITHER SYSTEM.
6. IRRIGATION PLAN IS A SCHEMATIC DRAWING TO REPRESENT DESIRED WATER COVERAGE. FIELD ADJUSTMENTS MAY BE NECESSARY TO AVOID UNFORESEEN OBSTACLES AND CONFLICTS.
7. IRRIGATION SYSTEM IS TO CONSIST OF SEPARATE DRIP ZONES, SPRAY HEAD ZONES AND ROTOR ZONES. EACH WITH A SEPARATE VALVE AND STATION ON THE CONTROLLER.
8. CONTRACTOR SHALL VERIFY PRESSURE PRIOR TO INSTALLATION OF SYSTEM. SYSTEM DESIGN BASED ON MINIMUM 40 PSI AT EACH IRRIGATION HEAD OR A MINIMUM OF 30 PSI AT EACH DRIP IRRIGATION ZONE.
9. VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
10. CONTACT LANDSCAPE ARCHITECT AND COORDINATE ALL REVIEWS PRIOR TO COMMENCEMENT OF WORK.
11. CONTRACTOR SHALL INSTALL ALL IRRIGATION EQUIPMENT IN THE TURF AREAS AND PLANTING BEDS IN A MANNER SO AS TO CONFORM WITH THE VARIOUS DETAILS, PLAN NOTES, SPECIFICATION FROM LANDSCAPE ARCHITECT AND MANUFACTURER.
12. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING NEAR EXISTING TREES AND UTILITIES. THE CONTRACTOR SHALL VERIFY LOCATION AND CONDITION OF ALL UTILITIES AND BE RESPONSIBLE FOR DAMAGE TO TREES OR UTILITIES. FIELD ADJUST SPRINKLER LOCATIONS SO AS TO AVOID CONFLICTS WITH UTILITIES (FIRE HYDRANTS, TRANSFORMERS, ETC.).
13. PROTECT AT ALL TIMES THE WORK FROM DAMAGE AND THEFT. REPLACE ALL DAMAGED OR STOLEN PARTS AT CONTRACTOR'S EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER.
14. CONTRACTOR TO INSTALL NEW RAIN BIRD ESP-LXME CONTROLLER. CONTRACTOR TO VERIFY 110V UNINTERRUPTED ELECTRICAL SERVICE FOR THE CONTROLLER. CONTRACTOR TO INSTALL CONTROLLER PER MANUFACTURER SPECIFICATIONS. CONTRACTOR TO INSTALL A RAIN BIRD WR2 WIRELESS RAIN / FREEZE SENSOR. LOCATION OF THE RAIN SENSOR TO BE APPROVED BY THE OWNER.
15. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE. INSTALL RAIN BIRD PRS-D PRESSURE REGULATING MODULES ON ALL VALVES OPERATING AT PRESSURES HIGHER THAN 10 PSI FROM OPERATION PSI AS STATED IN THE VALVE SCHEDULES FOR EACH ZONE.
16. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT WIND CONDITIONS, OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA'S DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED DURING DESIGN. BRING SUCH OBSTRUCTIONS OR DIFFERENCE TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND COSTS FOR ALL NECESSARY REVISIONS.
17. PLACE VALVE BOXES 12" FROM AND PARALLEL TO CURBS AND WALKS. GROUPED VALVES TO BE EQUALLY SPACED.
18. ADJUST HEAD LOCATION IF SPRAY IS DETRIMENTAL TO OR BLOCKED BY TREE, SHRUB, OR STRUCTURE, MAINTAINING EVEN COVERAGE OF PLANTED AREAS.
19. INSTALL ALL MAINLINES TO SLOPE AT 1% MINIMUM TO MANUAL DRAIN VALVES LOCATED AT LOW POINTS OF MAIN SYSTEM.
20. ALL SPRINKLER HEADS SHALL BE ADJUSTED SO THEY DO NOT SPRAY ONTO WALKS, PARKING AREAS, RETAINING WALLS, BUILDINGS OR THE HARDSCAPE AREAS.
21. THE CONTRACTOR SHALL PLACE A #14 TRACER WIRE WITH BLUE PE COATING ALONG ALL PVC MAINLINE THAT DOES NOT HAVE IRRIGATION CONTROL WIRES PROPOSED. THIS INCLUDES ALL PVC MAINLINE CONNECTING QUICK COUPLER VALVES.
22. CONTRACTOR SHALL INSTALL SLEEVES UNDER HARDSCAPE AT ALL POINTS WHERE IRRIGATION MAIN LINE AND LATERALS ARE LOCATED.
23. CONTRACTOR SHALL PROVIDE A TEMPORARY IRRIGATION SYSTEM TO NON-IRRIGATED NATIVE TURF UNTIL NON IRRIGATED NATIVE TURF IS ESTABLISHED. POINT OF CONNECTION FOR TEMPORARY IRRIGATION SYSTEM SHALL BE FROM THE QUICK COUPLERS.

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PEERLESS TIRE SITE PLAN

IRRIGATION PLAN
37TH STREET AND ST. VRAIN STREET
EVANS, CO 80620

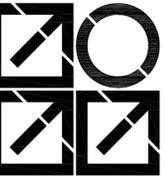
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10-18-2019	RESUBMIT
11-15-2019	RESUBMIT

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PEERLESS TIRE SITE PLAN

A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M.
CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO

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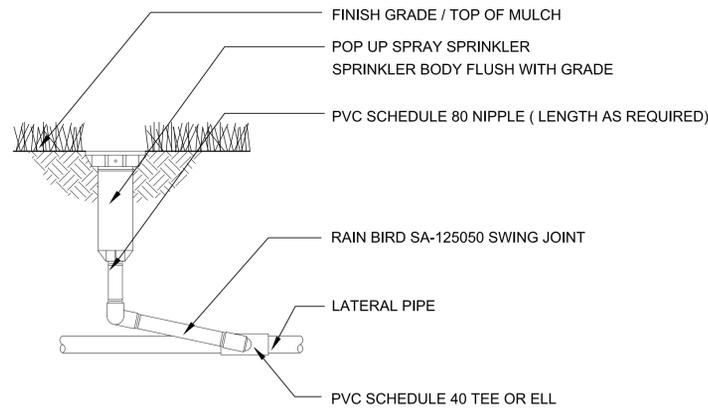


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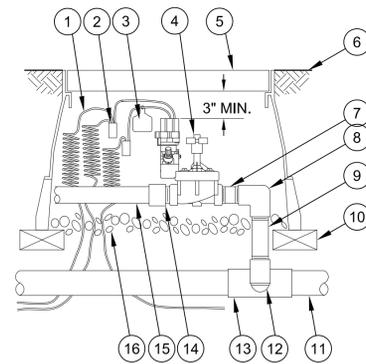
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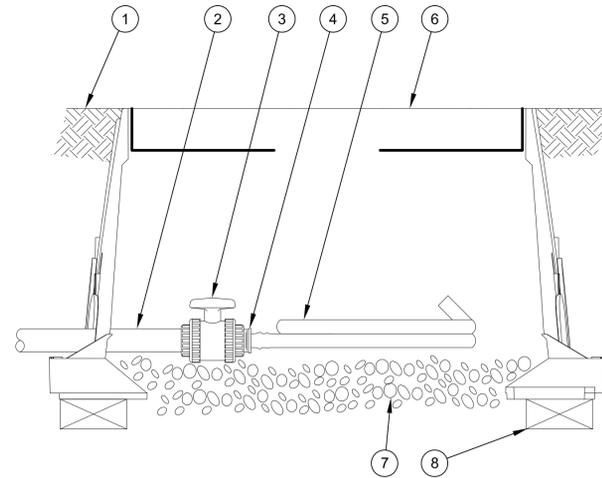
NOTE: USE RAINBIRD R13-18 and R17-24 / P45 SERIES
WHEN HEAD IS INDICATED IN A ROTOR ZONE
USE 12" BODY IN ALL NATIVE TURF AREAS

1 1800 SAM POP-UP SPRAY HEAD
MPR AND / OR VAN NOZZLE SERIES N.T.S.



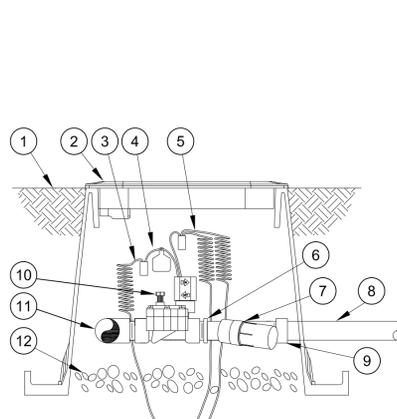
- 1 30-INCH LINEAR LENGTH OF WIRE, COILED
- 2 WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 2)
- 3 ID TAG: RAIN BIRD VID SERIES
- 4 REMOTE CONTROL VALVE: RAIN BIRD PEBB WITH BPE-NP-HAN
- 5 VALVE BOX WITH COVER: RAIN BIRD VB-STD - W/ PURPLE COVER
- 6 FINISH GRADE/TOP OF MULCH
- 7 PVC SCH 80 NIPPLE (CLOSE)
- 8 PVC SCH 40 ELL
- 9 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 10 BRICK (1 OF 4)
- 11 PVC MAINLINE PIPE
- 12 SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
- 13 PVC SCH 40 TEE OR ELL
- 14 PVC SCH 40 MALE ADAPTER
- 15 PVC LATERAL PIPE
- 16 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

2 SPRAY AND ROTOR ZONE VALVE ASSEMBLY
PESB SPRAY AND ROTOR ZONES N.T.S.



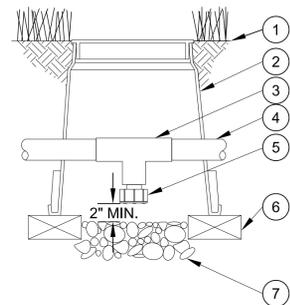
- 1 FINISH GRADE
- 2 PVC DRIP MANIFOLD PIPE
- 3 PVC 1" X 3/4" TRUE UNION BALL VALVE
- 4 EASY FIT MALE X BARB ADAPTER: RAIN BIRD XFF-MA-075
- 5 SUB-SURFACE DRIPLINE: RAIN BIRD XF SERIES BLANK TUBING
- 6 12-INCH VALVE BOX WITH COVER: RAIN BIRD VB-STD - PURPLE LID
- 7 3-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL
- 8 BRICK (1 OF 2)

3 SUBSURFACE FLUSH POINT VALVE N.T.S.



- 1 FINISH GRADE
- 2 STANDARD VALVE BOX WITH COVER: RAIN BIRD VB-STD
- 3 WATERPROOF CONNECTION: RAIN BIRD DB SERIES
- 4 VALVE ID TAG
- 5 30-INCH LINEAR LENGTH OF WIRE, COILED
- 6 1" X 3/4" REDUCING COUPLING (INCLUDED IN XCZ-LF-100-PRF KIT)
- 7 PRESSURE REGULATING FILTER:
- 8 LATERAL PIPE
- 9 PVC SCH 40 FEMALE ADAPTOR OR REDUCER
- 10 REMOTE CONTROL VALVE:
- 11 PVC SCH 40 TEE OR ELL TO MANIFOLD
- 12 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
- 13 MANIFOLD PIPE AND FITTINGS

4 DRIP ZONE VALVE ASSEMBLY
RAIN BIRD - XCZ-PRB-100COM ITH 1" PESB VALVE N.T.S.



- 1 FINISH GRADE/TOP OF MULCH
- 2 VALVE BOX WITH COVER: RAIN BIRD VB-6RND
- 3 PVC SCH 40 TEE
- 4 PVC LATERAL PIPE
- 5 FILTERED DRAIN VALVE: RAIN BIRD 16A-FDV
- 6 BRICK (1 OF 2)
- 7 12 - INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

DRAIN VALVE - 16A-FDF

5 DRAIN VALVE ASSEMBLY N.T.S.

PEERLESS TIRE SITE PLAN

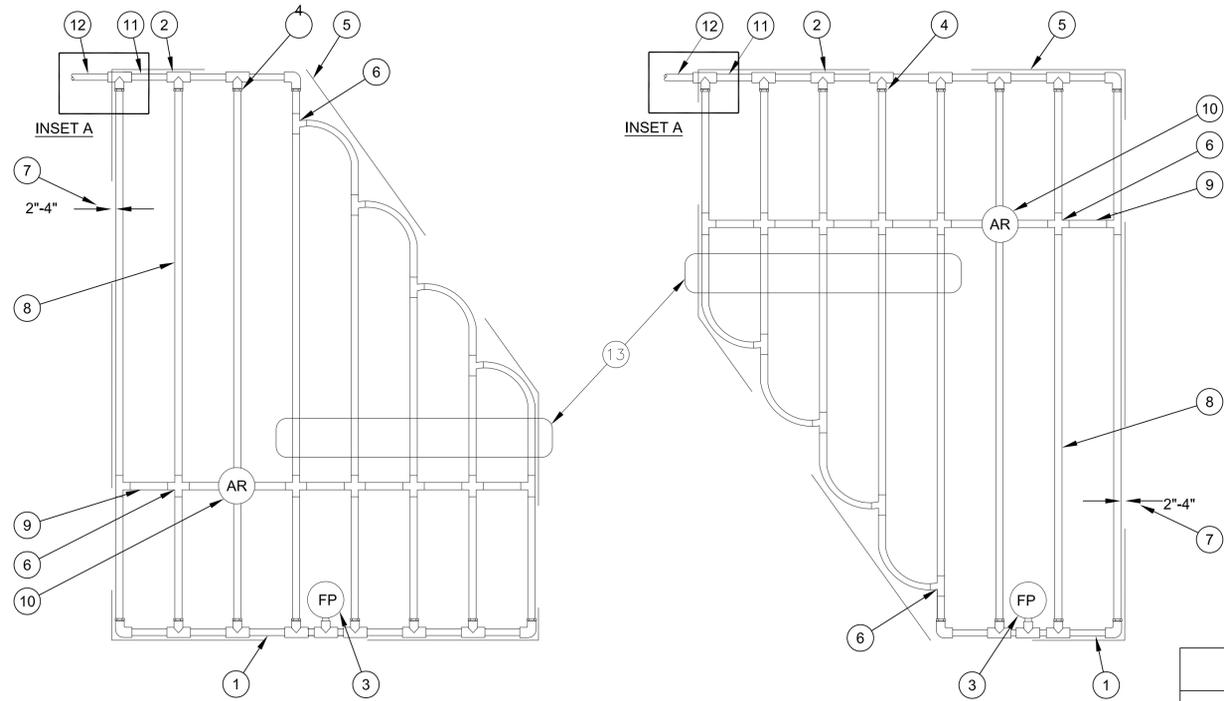
IRRIGATION DETAILS
37TH STREET AND ST. VRAIN STREET
EVANS, CO 80620

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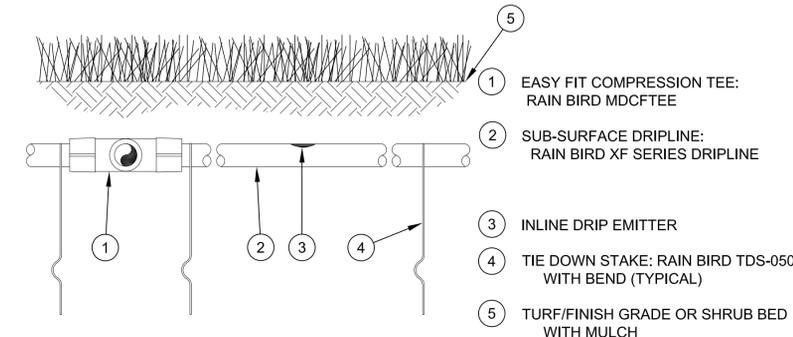
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PEERLESS TIRE SITE PLAN

A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M.
CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO



- 1 PVC EXHAUST HEADER
- 2 PVC SCH 40 TEE OR EL (TYPICAL)
- 3 FLUSH POINT (TYPICAL)
SEE RAIN BIRD DETAIL "XFS FLUSH POINT" OR
"XFS FLUSH POINT WITH BALL VALVE"
- 4 BARB X MALE FITTING:
RAIN BIRD XFF-MA FITTING (TYPICAL)
- 5 PERIMETER OF AREA
- 6 BARB X BARB INSERT TEE OR CROSS:
RAIN BIRD XFF-TEE OR
RAIN BIRD XFD-CROSS (TYPICAL)
- 7 PERIMETER DRIPLINE PIPE TO BE INSTALLED 2"-4"
FROM PERIMETER OF AREA
- 8 SUB-SURFACE DRIPLINE:
RAIN BIRD XF SERIES DRIPLINE (TYPICAL)
POTABLE: XFS DRIPLINE
NON-POTABLE: XFS DRIPLINE
- 9 RAIN BIRD XF SERIES BLANK TUBING
- 10 1/2" AIR RELIEF VALVE: RAIN BIRD MODEL: ARV050
SEE RAIN BIRD XFS DETAILS FOR AIR RELIEF
INSTALLATION
- 11 PVC SUPPLY MANIFOLD
- 12 PVC SUPPLY PIPE FROM RAIN BIRD CONTROL ZONE
KIT (SIZED TO MEET LATERAL FLOW DEMAND)
- 13 TOTAL LENGTH OF SELECTED DRIPLINE SHOULD NOT
EXCEED LENGTH SHOWN IN TABLE
- 14 CLASS 200 LATERAL

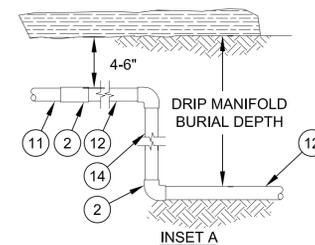


- NOTES:
1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
 2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.
 3. INSERTION PLOW AND TRENCHED INSTALLATIONS DO NOT REQUIRE TIE DOWN STAKES.

2 DRIPLINE BURIAL DETAIL

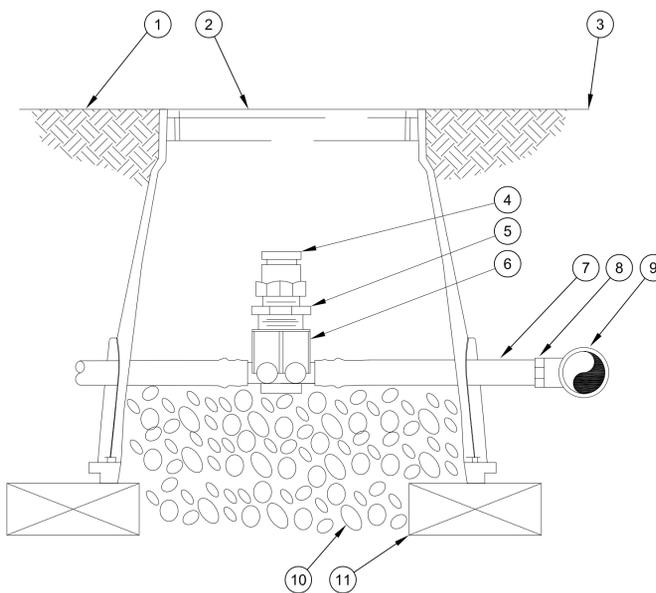
N.T.S.

Inlet Pressure psi	12" Spacing		18" Spacing		24" Spacing	
	Nominal Flow (gph)					
15	0.6	0.9	0.6	0.9	0.6	0.9
20	273	155	314	250	424	322
30	318	169	353	294	508	368
40	360	230	413	350	586	414
50	395	265	465	402	652	474
60	417	285	528	420	720	488
60	460	290	596	455	780	514



- NOTES:
1. 18" DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING. 2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM LENGTH SHOWN IN THE ACCOMPANYING TABLE.
 3. AIR RELIEF VALVE TO BE INSTALLED AT HIGH POINT OF AREA.
 4. WHEN USING 17MM INSERT FITTINGS WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

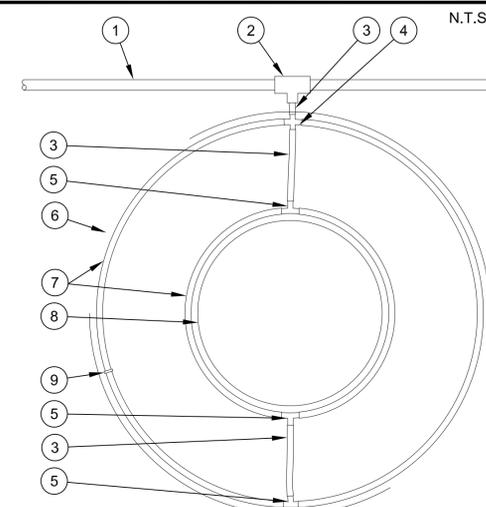
1 XFS - SUBSURFACE DRIP LAYOUT



- 1 FINISH GRADE
- 2 SUBTERRANEAN EMITTER BOX:
RAIN BIRD SEB 7XB - PURPLE LID
- 3 FINISH GRADE
- 4 1/2" AIR RELIEF VALVE:
RAIN BIRD ARV050
- IN DRIP ZONE
- 5 1/2" X 3/4" PVC REDUCER BUSHING
- 6 TO BE INSTALLED AT HIGH POINTS
RAIN BIRD XFD-TFA FITTING
- 7 1/2" BLANK DRIPLINE TUBING:
RAIN BIRD XF SERIES
BARB X FEMALE THREAD CONNECTOR:
- 8 RAIN BIRD XFF-MA FITTING
- 9 PVC TEE CONNECTED TO PVC
HEADER PIPE
BARB X MALE THREAD CONNECTOR:
- 10 3" MINIMUM DEPTH OF
3/4" WASHED GRAVEL
- 11 BRICK (1 OF 2)

3 SUBSURFACE AIR RELIEF VALVE

N.T.S.



- 1 PVC DRIP MANIFOLD PIPE
- 2 PVC SCH 40 TEE OR EL
- 3 RAIN BIRD XF SERIES BLANK TUBING
- 4 BARB CROSS INSERT FITTING:
RAIN BIRD XFD-CROSS
- 5 BARB TEE INSERT FITTING:
RAIN BIRD XFF-TEE
- 6 PROJECTED CANOPY LINE OF TREE
- 7 SUB-SURFACE DRIPLINE:
RAIN BIRD XF SERIES DRIPLINE
POTABLE: XFS DRIPLINE
PLACE AS SHOWN (LENGTH AS
REQUIRED)
- 8 ROOT BALL
- 9 TIE DOWN STAKE:
RAIN BIRD TDS-050 WITH BEND
(QUANTITY AS REQUIRED,
SEE NOTES 2-3 BELOW)

- NOTES:
1. DISTANCE BETWEEN LATERAL RINGS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, AND TREE CANOPY. SEE RAIN BIRD XF-SDI DRIPLINE INSTALLATION GUIDE FOR SUGGESTED SPACINGS.
 2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
 3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

4 XFS - SUBSURFACE TREE DRIPLINE LAYOUT

N.T.S.



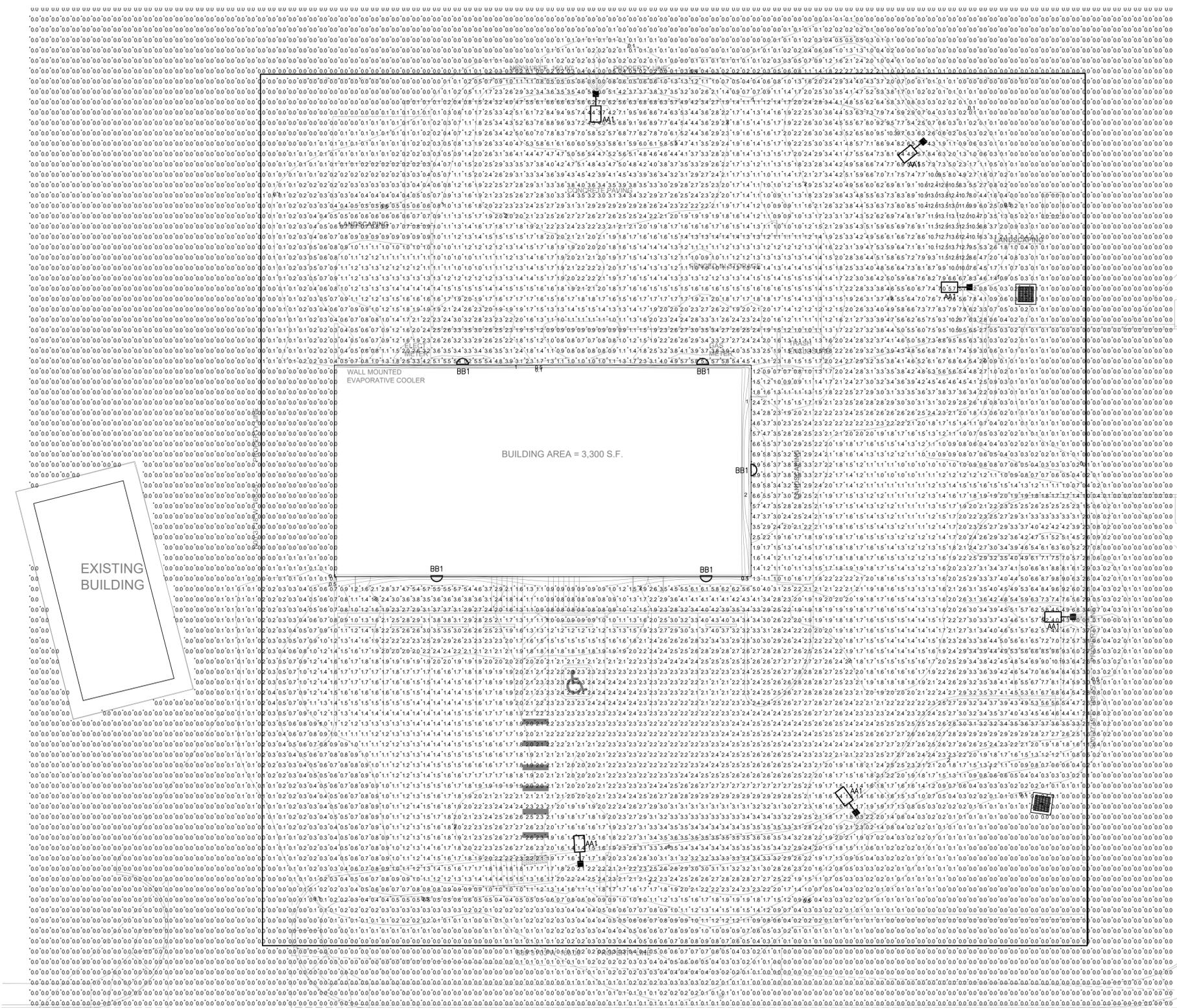
PEERLESS TIRE SITE PLAN

IRRIGATION DETAILS
37TH STREET AND ST. VRAIN STREET
EVANS, CO 80620

DATE	DESC.
09-14-2017	PRELIM.
10-26-2017	PRELIM.
07-25-2018	PRELIM.
07-29-2019	FINAL
09-12-2019	RESUBMIT
10-18-2019	RESUBMIT
11-15-2019	RESUBMIT

DATE	DESC.
1-26-2018	SDP SET
9-12-2018	PLANNING SUBMITTAL

PEERLESS TIRE SITE PLAN
 A PORTION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH RANGE 65 WEST, 6TH P.M.
 CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO



- GENERAL NOTES:**
- ALL EXTERIOR LIGHTING TO BE CONTROLLED BY NEW BUILDING MOUNTED PHOTOCELL. E.C. TO ROUTE ALL EXTERIOR LIGHTING CIRCUITS THROUGH PHOTOCELL CONTROL. PROVIDE MULTIPLE POLE CONTACTOR(S) AS NECESSARY.
 - ANY PROPOSED LIGHT FIXTURE INSTALLED ON PRIVATE PROPERTY, ADJACENT TO THE PUBLIC RIGHT-OF-WAY, SHALL BE ORIENTED IN SUCH A MANNER OR LIMITED IN LUMEN OUTPUT TO PREVENT GLARE PROBLEMS AND SHALL NOT EXCEED NATIONAL I.E.S. LIGHTING STANDARDS FOR DISABILITY GLARE.
 - ALL LIGHT FIXTURES ARE DARK SKY FRIENDLY/FULL CUT-OFF TYPE.

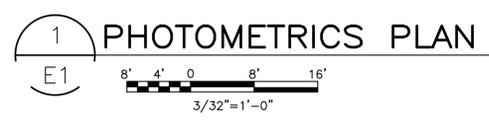
PHOTOMETRICS STATISTICS

AVERAGE	1.0 fc
MAXIMUM	6.6 fc
MINIMUM	0.0 fc

SITE LUMINAIRE SCHEDULE

PLAN MARK	MOUNTING	DESCRIPTION	MANUFACTURER AND CATALOG NUMBER	VOLTAGE	NO. OF LAMPS	LAMP TYPE	COLOR TEMP	REMARKS
AA1	POLE MOUNT (20' POLE)	SINGLE HEAD AREA LIGHT	PHILIPS/GARCCO ECF-1-4-70LA-3270-NW-IS	120-277V	--	69.2W LED	4000K	TYPE III DIST. HOUSE SIDE SHIELD
BB1	SURFACE/WALL MOUNTED	ARCHITECTURAL WALL SCONCE	LITHONIA WSQ-LED-2-10A700/40K SR4-MVOLT-DOBXD	120-277V	--	47W LED	4000K	TYPE III DIST. BLDG MTD 10' AFG

37TH STREET





Peerless Tires
Public and Private Landscape Improvements
Peerless Tires - 37th Street and St. Vrain St.
Opinion of Probable Cost

Item No.	Description	Unit	Price	Quantity	Sub-Total
Common areas and Right of Way					
1	Fine Grading	SF.	\$0.12	7,225	\$867.00
2	Trees - 2" Caliper	EA.	\$450.00	14	\$6,300.00
3	Evergreen Trees - 8' -10' ht.	EA.	\$650.00	12	\$7,800.00
4	Ornamental Tree - 1.5" Caliper	EA.	\$350.00	2	\$700.00
5	Shrubs - 5 Gallon	EA.	\$40.00	73	\$2,920.00
6	Ornamental Grass - 5 Gallon	EA.	\$40.00	45	\$1,800.00
7	Steel Edging	LF.	\$5.00	654	\$3,270.00
8	Hardwood Mulch	SF.	\$0.52	3,778	\$1,964.56
9	4"-6" Dia Cobble Mulch	SF.	\$1.35	1,659	\$2,239.65
10	Turf w/ prep	SF.	\$1.25	4,520	\$5,650.00
11	Native Seed w/ prep	SF.	\$0.35	2,992	\$1,047.20
11	6' high cedar fence at property line	LF	\$25.00	160	\$4,000.00
12	Automatic Underground Irrigation System	SF	\$2.25	11,258	\$25,330.39
TOTAL					\$63,888.80

Note: Opinion of Probable Cost provided by StackLot is made on the basis of StackLot's experience and qualifications, and represents our judgment as an experienced and qualified Landscape Architect. However, since StackLot has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, StackLot does not guarantee that bids or actual Project or construction cost will not vary from opinions of probable cost StackLot prepares.

**CITY OF EVANS PRIVATE AND PUBLIC IMPROVEMENTS ITEMIZED COST ESTIMATE
(ENGINEER'S COST ESTIMATE)**

PEERLESS TIRE COST ESTIMATE

Description	Unit	Quantity	Unit Cost	Amount
On-Site Private Improvements				
I. Pavement and Signage				
6" Curb and Gutter	L.F.	635	\$15.00	\$9,525
Concrete Sidewalk	S.Y.	161	\$25.00	\$4,025
Handicap Ramps	EA.	3	\$1,500.00	\$4,500
Pavement Striping & Marking	L.S.	1	\$1,500.00	\$1,500
Asphalt Pavement	S.Y.	920	\$40.00	\$36,800
Concrete Pavement	S.Y.	610	\$35.00	\$21,350
			Sub Total (I)	\$77,700
II. Storm Drainage Facilities				
Connect to Existing Storm	EA	1	\$1,000.00	\$1,000
12" Nyloplast Inlet w/ Dome Grate	EA	1	\$400.00	\$400
Type C Inlet	EA	1	\$2,120.00	\$2,120
6" SDR 35 PVC	LF	47	\$25.00	\$1,175
12" RCP	LF	124	\$42.00	\$5,208
Storm Cleanout	EA	1	\$420.00	\$420
Detention and WQ Pond	AC-FT	0.085	\$45,600.00	\$3,876
			Sub Total (II)	\$14,199
IV. Utilities (Sanitary Sewer)				
Connect to Existing Sanitary Sewer	EA	1	\$4,500.00	\$4,500
4" PVC (C900)	LF	129	\$20.00	\$2,586
Sanitary Sewer Cleanout	LF	1	\$600.00	\$600
			Sub Total (III)	\$7,686
V. Utilities (Water)				
1" Type K Copper Pipe	LF	182	\$30.00	\$5,466
1" Tap and Meter Pit w/ 1" Curb Stop	EA	1	\$300.00	\$300
6" DIP	LF	260	\$24.00	\$6,240
45° Bend	EA	2	\$380.00	\$760
90° Bend	EA	2	\$380.00	\$760
6"x12" Tee w/ TB & 6" G.V. w/ Anchor Couplings	EA	1	\$2,450.00	\$2,450
			Sub Total (IV)	\$15,976
VI. Lighting				
Light Pole	EA.	5	\$1,500.00	\$7,500
			Sub Total (V)	\$7,500
Off-Site Public Improvements				
I. Public Improvements				
6" Curb and Gutter	L.F.	174	\$18.00	\$3,132
Concrete Sidewalk	S.Y.	32	\$25.00	\$800
Handicap Ramps	EA.	4	\$1,500.00	\$6,000
Street Signs	EA.	3	\$300.00	\$900
Arterial Streetlight	EA.	1	\$13,000.00	\$13,000
Local Streetlight	EA.	1	\$10,000.00	\$10,000
			Sub Total (I)	\$33,832
			Private & Public Improvement Total	\$156,893
Summary				
Private & Public Improvements				\$156,893
As-Built Certification (3% to 6%)		@ 3%		\$4,707
			Grand Total	\$161,600

In providing opinions of probable construction cost, the client understands that the Engineer has no control over cost or price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, to the accuracy of such opinions as compared to bid or actual costs.

Approved:



 Benjamin J. Jelic
 Ware Materials

8/7/2020

 Date

Approved:



 David Oberst
 City of Evans

08/11/2020

 Date

12/07	12/14	12/21	12/28	01/04	01/11	01/18	01/25	02/01	02/08			
XXXXX	XXXXX											
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	XXXXX	XXXXX	XXXXX	XXXXX								
						XXXXX	XXXXXX					

PAY TO THE
ORDER OF

City of Evans
1100 37th Street
Evans, Colorado 80620

⑈ 5 7 2 2 5 3 ⑈ :04111543: 6 23369543⑈

CERTIFICATE OF DEPOSIT

\$259,312.00

DATE 8/07/2020 NO. 572253

5000 KINGSTON STREET • DENVER, CO 80239
(303) 371-4300



JPMorgan Chase Bank, N.A.
Columbus, OH
1-800-310-1111

56-1544/441

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

NO. 572253

PEERLESS TYRE CO.

5000 Kingston Street • Denver, CO 80239 • (303) 371-4300

Invoice	Date	Description	Amount
Request	8/7/20	Guarantee of Const. of New Store#Evans	\$259,312.00
		Total	\$259,312.00

CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020
AGENDA ITEM: 7.D
SUBJECT: Consideration of Award of Bid for the 37th Street Concrete Replacement and Mill and Overlay Project
PRESENTED BY: James L. Becklenberg, City Manager
Randy Ready, Assistant City Manager
Mark Oberschmidt, P.E., City Engineer

AGENDA ITEM DESCRIPTION:

The 37th Street concrete replacement and resurfacing project is the most significant project in the 2020 City of Evans Capital Improvement Program. Completion of this project will signify the end of several months of construction and traffic impacts that started with the utility line replacement during spring 2019.

The project extends generally from 23rd Avenue to Hwy 85 and from east of Hwy 85 to the Union Pacific railroad tracks. The project length is approximately 6,600 lineal feet (about 1.25 miles).

The scope of work will include:

- Removal and replacement of select sections of curb, gutter, pedestrian ramps, cross pans, and sidewalks to meet all ADA requirements
- Placement of concrete collars around storm and sanitary manholes and water valve boxes
- Placement of concrete pads at bus stops
- Asphalt roto-milling and material removal
- Placement of hot mixed asphalt pavement and pavement striping

The project is being funded with the assistance of a \$982,141 CDOT Surface Transportation Block Grant and \$100,000 in matching funds from Weld County. The City contribution of \$726,022 completed the original project budget of \$1,808,163. The funding agreement IGAs with CDOT and Weld County have been approved by City Council, CDOT and Weld County, respectively.

Geotechnical work and final design for the project indicated the need for a greater amount of road reconstruction work (instead of just mill and overlay) than originally anticipated, especially on the older eastern section of the project. The Engineer's Estimate (EE) for this project based on the subsurface conditions and final design is \$2,233,825.

On August 5, the City received five (5) bids for this project ranging from \$2,112,665 to \$2,624,264. A summary of the bids is provided below:

1. Asphalt Specialties	\$2,112,665.85
2. Connell Resources	\$2,141,661.75
3. Villalobos Concrete	\$2,306,178.95
4. Mountain Constructors	\$2,371,975.00
5. Castlerock Construction	\$2,624,264.22

Two of the bids are under the Engineer's Estimate and three were over. Asphalt Specialties Company based in Henderson is the apparent low bidder for the project.

Asphalt Specialties successfully worked in Evans a few years ago on a 35th Avenue paving project. They are also being recommended as the asphalt subcontractor on the 23rd Avenue extension project. Asphalt Specialties is prequalified to work on state- and federally-funded projects, with a great deal of experience on recent high profile projects like State Highway 119 and Squaw Pass, along with extensive work in the City of Brighton, City of Denver, Town of Firestone and the City of Broomfield.

It is important to note that the proposed concrete subcontractor, Thoutt Brothers, is one of the largest concrete companies in Colorado with over fifty years of business experience on large projects with tight timelines, including work at Empower Field at Mile High, Flatirons and Park Meadows Malls, Northfield at Stapleton and the expansion of Tower Road in Aurora. That is important because the concrete work on this project needs to precede the asphalt mill and overlay. Asphalt Specialties and Thoutt Brothers have prepared a preliminary construction schedule with project completion by the end of the year. Thoutt Brothers will also be working on the 23rd Avenue extension project. Having both firms working on two Evans projects has the positive impact of providing the flexibility to move crews over to this higher priority project if needed to keep the project on schedule.

FINANCIAL SUMMARY:

The City originally estimated a cost of \$1,808,163 in 2016 for this project. The remaining amount in the budget after design, testing and railroad traffic control expenses is \$1,719,131. The current total cost of the project, including geotechnical analysis and project design, is \$2,417,548 plus the cost of project management that was previously approved and separately funded. With the standard 10% contingency allowance for unforeseen circumstances, the total cost of the construction contract for City Council consideration comes to \$2,323,933. The difference between the original estimated cost and the \$2,417,548 current total cost is \$609,385.

Since this project is such a high priority project for the City, staff recommends the use of funding from the unreserved CIP fund balance, including reallocation of the savings from other road projects this year to make up the difference between the original and current budgets. The City saved approximately \$380,000 on the recently completed CR 396 Bridge Rehabilitation project and is expecting savings of \$229,362 on the 47th Avenue and 23rd Avenue projects just getting under construction, even with potential contingency costs. These savings would provide the necessary additional funds to complete this project, and the savings are in addition to the starting unallocated fund balance in the 2020 Capital-Streets Fund budget of \$2,171,387.

RECOMMENDATION: Staff recommends that City Council approve the contract with Asphalt Specialties, LLC in the amount of \$2,112,665.85 with a 10% contingency of \$211,267 to be accessed only with City Manager approval to handle unforeseen circumstances, resulting in a not to exceed contract amount of \$2,323,933, with the additional funding necessary to complete the project to come from the CIP Streets fund balance.

SUGGESTED MOTIONS:

“I move to award the 37th Street Overlay Project to Asphalt Specialties and to authorize the Mayor’s signature on an agreement in the amount of \$2,112,665.85 with a not to exceed amount of \$2,323,933.”

“I move to deny the award of the 37th Street Overlay Project contract.”

ATTACHMENTS:

- Attachment A: Bid Tab and Asphalt Specialties Bid Package

37th Street Bid Summary																		
Bidders	Deadline	8/5/2020	15:00	hours	CLOSED AS OF 1500 HOURS 08-05-2020													
	Contractor	Contact	Bid Amount***	Time Received	Attended Pre Bid Y/N	CDOT Prequalified	Non Collusion Statement CDOT 606 (Y/N)	Addendum Acknowledged (Y/N)					CDOT forms 1413 1414	Bid Bond Y/N	DBE %age	Bid Accepted Y/N	Delta from Low Bid	% Delta from Low Bid
								1	2	3	1413	1414						
1	Asphalt Specialties	Gary Richardson	\$ 2,112,665.85	14:26	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	10.0%	Y	\$ -	0.00%
2	Connell Resources	Bill Anderson	\$ 2,140,661.75	12:30	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	10.0%	Y	\$ 27,995.90	1.33%
3	Ditesco	Bill Renz	\$ 2,233,825.25	NA	Y	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$ 121,159.40	5.73%
4	Villalobos Concrete	Corando Lozano	\$ 2,306,178.95	12:08	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	31.0%	Y	\$ 193,513.10	9.16%
5	Mountain Constructors	Amber Saffer	\$ 2,371,975.00	13:50	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	10.0%	Y	\$ 259,309.15	12.27%
6	Castlerock Construction	Darren Janssen	\$ 2,624,264.22	11:17	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	10.1%	Y	\$ 511,598.37	24.22%

*** - bid amount taken directly from bid documents and not verified as of the time the bids closed

V:\Engineering & CAD\Projects\Capital Improvements 2019\2019 CIP Projects\37th Street Overlay\Bid Documents\Bids Received\[37th Street Bid Summary.xlsx]37th Street Bid Summary

Max	\$ 2,624,264.22
Min	\$ 2,112,665.85
Average	\$ 2,298,261.84
Median	\$ 2,270,002.10

received
08-.05-2020
1426 hrs meo

1.5 CONTRACT DOCUMENTS

1.5.1 NON-COLLUSION STATEMENT

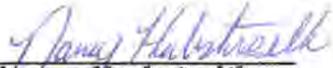
Daniel W. Hunt, being first duly sworn, deposes and says that:

- (1) He is the **President** of
(owner, partner, officer, representative or agent)
Asphalt Specialties Company, Inc., the
(Company's Name)
bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: 

Title: **Daniel W. Hunt - President**

Subscribed and sworn to before me this **5th** day of **August**, A.D., 2020.

Notary Public 
Nancy Herbstreith
My Commission expires: **11/22/2022**



1.5.2 BID PROPOSAL

37th Street Overlay Project

Proposal of Asphalt Specialties Company, Inc. (hereinafter called bidder), doing business as * A Corporation organized and existing under the laws of the State of Colorado, to the City of Evans (hereinafter called CITY).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **37th Street Overlay Project** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions. Bidder further agrees to pay liquidated damages as provided in the Special Conditions.

Bidder acknowledges receipt of the following Addendum:

Addendum 1 - Dated 7/31/2020

Addendum 2 - Dated 8/03/2020

Addendum 3 - Dated 8/04/2020

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents in accordance with the attached Bid Schedule.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

ACCEPTANCE OF FUEL COST ADJUSTMENTS:

Bidders have the option to accept Fuel Cost Adjustments in accordance with the Revision of Section 109 - Fuel Cost Adjustment. To accept this standard special provision, the bidder must fill in an "X" next to "YES" below. No Fuel Cost Adjustment will be made due to fuel cost changes for bidders who answer "NO". If neither line is marked, the Department will assume the bidder rejects Fuel Cost Adjustments for this project. After bids are submitted, bidders will not be given any other opportunity to accept or reject this adjustment.

(Mark only one line with an "X"):

YES, I choose to accept Fuel Cost Adjustments for this project

NO, I choose NOT to accept Fuel Cost Adjustments for this project (if neither line is marked, the default is "NO", I choose NOT to accept Fuel Cost Adjustments for this project)

BID SCHEDULE -THROUGH ADDENDUM 3

PROJECT NAME:		37th Street Overlay Project	OWNER:		CITY OF EVANS	
DESCRIPTION:		Reconstruction and Overlay of 37th Street, City of Evans	PHASE:		Bid Schedule	
BID SCHEDULE 1 of 2			FOR INFORMATION ONLY		CONTRACTOR BID	
SPEC. DIV.	Item Number	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
202	202-00018	Removal of Valve Box	EA	1	250.00	250.00
202	202-00200	Removal of Sidewalk	SY	2,822	18.00	50,796.00
202	202-00203	Removal of Curb and Gutter	LF	6,686	6.00	40,116.00
202	202-00210	Removal of Concrete Pavement	SY	1,300	18.00	23,400.00
202	202-00240	Removal of Asphalt Mat (Planing)	SY	23,914	2.15	51,415.10
203	203-00000	Unclassified Excavation	CY	5,718	27.25	155,815.50
203	203-00050	Unsuitable Material	CY	1,000	23.45	23,450.00
208	208-00035	Aggregate Bag	LF	100	5.60	560.00
208	208-00046	Pre-Fabricated Concrete Washout Structure (Type I)	EA	4	445.00	1,780.00
208	208-00051	Storm Drain Inlet Protection (Type I)	LF	100	7.65	765.00
208	208-00052	Storm Drain Inlet Protection (Type II)	LF	50	23.00	1,150.00
208	208-00075	Pre-fabricated Vehicle Tracking Pad	EA	3	665.00	1,995.00
208	208-00106	Sweeping (Sediment Removal)	HR	100	110.00	11,000.00
210	210-04010	Adjust Manhole	EA	67	670.00	44,890.00
210	210-04050	Adjust Valve Box	EA	100	350.00	35,000.00
304	304-06007	Aggregate Base Course (Class 6)	TON	4,018	28.00	112,504.00
306	306-01000	Reconditioning	SY	15,533	2.75	42,715.75
403	403-34721	Hot Mix Asphalt (Grading SX) (75) (PG 64-28)	TON	5,040	77.00	388,080.00
403	403-34721	Hot Mix Asphalt (Grading S) (75) (PG 64-22)	TON	3,970	72.00	285,840.00
410	410-01000	Concrete Pavement (6 Inch)	SY	592	53.00	31,376.00
420	420-00500	Geotextile (Paving)	SY	1,430	13.05	18,661.50

BID SCHEDULE 2 of 2			FOR INFORMATION ONLY		CONTRACTOR BID	
SPEC. DIV.	Item Number	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
608	608-00000	Concrete Sidewalk	SY	2,300	55.50	127,650.00
608	608-00010	Concrete Curb Ramp	SY	521	135.00	70,335.00
609	609-21020	Curb and Gutter Type 2 (Section II-B)	LF	5,611	19.00	106,609.00
609	609-24006	Gutter Type 2 (6 Foot)	LF	393	61.50	24,169.50
609	609-24008	Gutter Type 2 (8 Foot)	LF	172	82.00	14,104.00
620	620-00020	Sanitary Facility	EA	2	1,250.00	2,500.00
625	625-00000	Construction Surveying	LS	1	19,850.00	19,850.00
626	626-00000	Mobilization	LS	1	220,000.00	220,000.00
627	627-00000	Pavement Marking and Removal (Temporary)	LS	1	22,500.00	22,500.00
627	627-00001	Pavement Marking Paint	GAL	70	135.00	9,450.00
627	627-30405	Preformed Thermoplastic Pavement Marking (Word-Symbol)	SF	632	18.00	11,376.00
627	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Lines)	SF	975	11.50	11,212.50
629	629-01210	Adjust Monument Box	EA	7	465.00	3,255.00
630	630-00000	Flagging	HR	1,000	27.50	27,500.00
630	630-00002	Traffic Control (Signs and Devices)	LS	1	19,580.00	19,580.00
630	630-00007	Traffic Control Inspection	DAY	45	165.00	7,425.00
630	630-00012	Traffic Control Management	DAY	45	770.00	34,650.00
630	630-80359	Portable Message Sign Panel	DAY	60	55.00	3,300.00
700	700-70010	F/A Minor Contract Revisions	FA	1	\$50,000	\$50,000.00
700	700-70023	On-The-Job Trainee	FA	1	\$640	\$640.00
700	700-70380	F/A/ Erosion Control	FA	1	\$5,000	\$5,000.00

BID TOTAL: \$2,112,665.85

IN WORDS: Two million one hundred twelve thousand six hundred sixty five dollars and eighty five cents.

The undersigned, if awarded the Contract, at the prices shown in the bid, agrees that the Work will be substantially complete on or before December 4, 2020 and completed and ready for final payment on or before December 31, 2020.

Date 08/05/2020

Asphalt Specialties Company, Inc.
Company

Official Address:
10100 Dallas Street
Henderson, CO 80640


Signature
Daniel W. Hunt - President
Title



1.5.4 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Asphalt Specialties Co., Inc. as Principal, and Great American Insurance Company surety, are hereby held and firmly bound unto the City of Evans in the penal sum of (\$ Five Percent (5%) of the Total Amount Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 28th day of July, **2020**.

The condition of the above obligations is such that whereas the Principal has submitted to the City of Evans a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the

37th Street Overlay Project

NOW THEREFORE,

- (A) If said bid shall be rejected, or in the alternate,
- (B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly) completed in accordance with said bid and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations by any extension of the time within which the CITY may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Asphalt Specialties Co., Inc.

Principal Daniel W. Hunt - President

Great American Insurance Company
Surety

By: Ashlea McCaughey
Ashlea McCaughey, Attorney-in-Fact



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 21438

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DON APPLEBY	SARAH C. BROWN	ALL
TODD D. BENGFORD	MARK SWEIGART	\$100,000,000
FLORIETTA ACOSTA	ASHLEA McCAUGHEY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MAY 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of July, 2020



Atty L C. B.

Assistant Secretary

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.
STU M415-020

LOCATION
37th Street Overlay Project

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

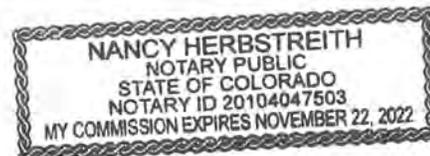
I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name Asphalt Specialties Company, Inc. 10100 Dallas Street Henderson, CO 80640	By  Title Daniel W. Hunt - President	Date 07/24/2020
2nd contractor's firm or company name. (if joint venture.) N/A	By Title	Date

Sworn to before me this **5th** day of, **August** 20**20**

Notary Public

Nancy Herbstreith
 My commission expires
11/22/2022



NOTE: This document must be signed in ink.

COLORADO DEPARTMENT OF TRANSPORTATION

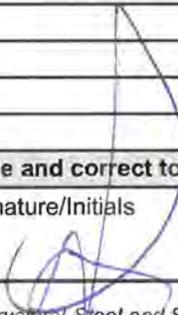
BIDDERS LIST

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
37th Street Overlay Program	STU M415-020	21989	08/05/2020
Contractor Asphalt Specialties Company, Inc.			Region 4

Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Thoutt Brothers Concrete Contractors, Inc.	dbednarski@thouttbrosinc.com	Concrete	No	Yes
Verdant Environmental	harry@verdantenviro.com	Erosion Control	No	Yes
CPP Engineering, Inc.	craig@cppeng.com	Profilograph	No	Yes
Northern Colorado Traffic Control/DBA AWP Company	nocotraffic.com	Traffic Control	No	Yes
Ecologistics, Inc.	joel@ecologisticsco.com	Trucking	Yes	Yes
Luchetti Surveying, Inc.	steve@luchettisurveying.com	Surveying	No	Yes
RoadSafe Traffic Systems, Inc.	rstreno@roadsafetraffic.com	Striping	No	Yes
Quality Paving Consultants	qualitypavingconsultants@gmail.com	Testing	No	Yes
Northstar Concrete, Inc.	dhaywithnorthstar@hotmail.com	Concrete	No	No
Terra Constructors, Inc.	tino@terraconstructors.com	Concrete	No	No
VillaLobos Concrete	www.villaloboscc.com	Concrete	No	No
Environmental Logistics, Inc.	www.EnvLogistics.com	Erosion Control	Yes	No
CDI Environmental Contractor	seans@cdi-services.com	Erosion Control	No	No
Legacy Traffic Management, LLC	earl@legacytraffic.net	Traffic Control	Yes	No
Traffic Masters, Inc.	Amy@tmitraffic.com	Traffic Control	Yes	No
J.P. Meyer Trucking & Construction, Inc.	jeaniemey3@gmail.com	Trucking	Yes	No
Kolbe Striping, Inc.	agiefer@Kolbestriping.com	Striping	No	No
Colorado Barricade Company	info@coloradobarricade.com	Striping	No	No
American Striping Company	tony@americanstripingcompany.com	Striping	Yes	No

I certify that the information provided herein is true and correct to the best of my knowledge.

Name	Signature/Initials	Title	Date
Lawrence M. Olson		Vice President	08/05/20

Work Proposed Categories:

- | | | |
|--|---|--|
| <ol style="list-style-type: none"> 1. Materials and Supplies 2. Flagging and Traffic Control 3. Trucking and Hauling 4. Precast Concrete, Foundations, and Footings 5. Concrete Paving, Flatwork and Repair 6. Lighting and Electrical 7. Signs, Signal Installation, and Guardrail 8. Fencing 9. Buildings and Vertical Structures 10. Utility, Water and Sewer Lines | <ol style="list-style-type: none"> 11. Structural Steel and Steel Reinforcement 12. Riprap and Anchored Retaining Walls 13. Landscapes and Erosion Control 14. Bridge and Bridge Deck Construction 15. Asphalt Paving 16. Road and Parking Lot Marking 17. Chip Seal, Crack Seal, Joint Seal and Crack Fill 18. Bridge Painting and Coating 19. Stairway and Ornamental Metal 20. Parking Lots and Commercial Sidewalks | <ol style="list-style-type: none"> 21. Clearing, Demolition, Excavation and Earthwork 22. Engineering and Surveying Services 23. Public Relations and Involvement 24. Piles and Deep Foundations 25. Waste Management and Recycling 26. Site Clean Up 27. Mechanical and HVAC 28. Tunnel Construction 29. Profiling and Grinding 30. Environmental Health and Safety |
|--|---|--|

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbefirms@state.co.us.

CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020
AGENDA ITEM: 7.E
SUBJECT: Consideration of Award of Bid for 23rd Avenue Extension Project
PRESENTED BY: Jim Becklenberg, City Manager
Randy Ready, Deputy City Manager
Mark Oberschmidt, P.E. City Engineer

AGENDA ITEM DESCRIPTION:

The City has planned and budgeted to extend the western half of 23rd Avenue from Quay Street to 37th Street as part of the development agreement with the developers of the Mission Springs multi-family residential development located at Quay Street just west of the 23rd Avenue ROW. As part of the Mission Springs development, the developers have almost completed the two-lane southern section of 23rd Avenue from Prairie View Drive to Quay Street. The City's portion of the construction will open two lanes of the future four-lane arterial from Prairie View Drive to 37th Street. Weld County has committed \$2 million of funding to go toward the ultimate configuration of 23rd Avenue as a four-lane arterial, complete with median, curbs, gutters and sidewalks from Prairie View Drive to 37th Street.

The City received seven (7) bids for the two-lane extension project ranging from \$627,349 to \$1,126,490. A summary of the bids is provided below.

1. Milestone Companies	\$ 627,349.55
2. Mountain Constructors	\$ 670,340.00
3. Coyote Ridge Construction	\$ 670,570.45
4. Connell Resources	\$ 684,320.40
5. Duran	\$ 760,465.00
6. American Civil Constructors	\$ 880,273.00
7. Noraa Concrete	\$1,126,489.50

The Engineer's Estimate (EE) for this project is \$836,814. Five (5) of the bids were under the EE and two (2) were over.

The Milestone Companies civil construction firm, based in Ft. Collins, is the apparent winning bidder. Engineering staff has met with the contractor in the field and checked their local references including the Town of Keenesburg and the City of Loveland as well as references for work their project superintendent completed with the State of Washington DOT on large road construction projects. The references are very positive and staff is confident that the contractor can successfully complete this important project this year. Milestone will be the general contractor for the project and complete the underground infrastructure and grading portions of

the project. It is important to note that the asphalt and concrete sub-contractors—Asphalt Specialties and Thoutt Brothers, respectively—are the same well-regarded contractors that will be working on the 37th Street mill and overlay project, pending approval of a contract for that project at the August 18, 2020 City Council meeting.

FINANCIAL SUMMARY:

The City has budgeted \$900,000 of CIP Streets funds for this project. \$94,335 of that amount has been encumbered or spent to date for design and engineering, leaving a remaining budget of \$805,665, which will provide the funds needed to cover the contract cost along with a 10% contingency.

RECOMMENDATION:

Staff recommends that City Council approve the contract with Milestone Companies, LLC in the amount of \$627,349.55 with a 10% contingency of \$62,735.45 to be accessed only with City Manager approval to handle unforeseen circumstances that may occur with the project. The not to exceed amount of the contract will be \$690,085 or approximately 85% of the remaining budget.

SUGGESTED MOTIONS:

“I move to award the 23rd Avenue Construction Project to Milestone Companies and to authorize the Mayor’s signature on an agreement in the amount of \$627,349.55 with a not to exceed amount of \$690,085, which includes a contingency.”

“I move to deny the award of the 23rd Avenue Construction Project contract.”

ATTACHMENTS:

- Attachment A- Bid Tab and Milestone Companies Bid Package

23rd Avenue Bid Summary														
Bidders	Deadline	7/23/2020	15:00	hours	CLOSED									
	Contractor	Contact	Bid Amount***	Time Received	Attended Pre Bid Y/N	Non Collusion Statement (Y/N)	Addendum Acknowledged (Y/N)				Bid Bond Y/N	Bid Accepted Y/N	Delta from Low Bid	% Delta from Low Bid
							1	2	3	4				
1	Milestone Companies	Nick Laborde	\$ 627,349.55	14:54	Y	Y	Y	Y	Y	Y	Y	Y	\$ -	0.00%
2	Mountain Constructors	Joe Kuntz	\$ 670,374.00	14:18	Y	Y	Y	Y	Y	Y	Y	Y	\$ 43,024.45	6.86%
3	Coyote Ridge Construction	Toni Rodriguez	\$ 670,570.45	11:22	Y	Y	Y	Y	Y	Y	Y	Y	\$ 43,220.90	6.89%
4	Connell Resources	Bill Anderson	\$ 684,320.40	11:54	Y	Y	Y	Y	Y	Y	Y	Y	\$ 56,970.85	9.08%
5	Duran	Dustin Duran	\$ 760,465.00	13:15	Y	Y	Y	Y	Y	Y	Y	Y	\$ 133,115.45	21.22%
6	Northern Engineering	Shane Ritchie	\$ 836,814.00	NA	Y	NA	NA	NA	NA	NA	NA	NA	\$ 209,464.45	33.39%
7	American Civil Constructors	Matt Reese	\$ 880,273.00	14:38	Y	Y	Y	Y	Y	Y	Y	Y	\$ 252,923.45	40.32%
8	Noraa Concrete Construction Corp	Cassie	\$ 1,126,489.50	14:25	Y	Y	Y	Y	Y	Y	Y	Y	\$ 499,139.95	79.56%

*** - bid amount taken directly from bid documents and not verified

C:\Users\AzureAdmin\AppData\Local\Temp\[tmpEC3A.tmp]23rd Bid Summary

Max	\$1,126,489.50
Min	\$ 627,349.55
Average	\$ 782,081.99
Median	\$ 722,392.70

Pre-Proposal Meeting -- 23rd Avenue Road Construction

06.25.2020 @ 3:00 pm -- via Microsoft Teams

Company:	Name:	Email Address:	Attended:
City of Evans	Mark Oberschmidt	moberschmidt@evanscolorado.gov	yes
City of Evans	Todd Hepworth	theppworth@evanscolorado.gov	yes
City of Evans	Leon Blasco	lblasco@evanscolorado.gov	yes
Xcel Energy	Bill Braasch	william.braasch@excelenergy.com	no
Northern Engineering	Shane Ritchie		Yes
Villalobos	Corando Lozano	clozano@villaloboscc.com	Yes
Milestone Weber	Krystofer Pajka	krystofer.pajka@millstoneweber.com	Yes
Lobos Structures	Luis Villalobos	lobosstructures@gmail.com	Yes
Noraa Concrete Construction Corp	Cassie	noraabids@noraaconcrete.com	Yes
Global Underground	Drew Riling	driling@globalug.com	Yes
Milestone Companies	Nick Laborde	nlaborde@milestoneco.us	Yes
Zak Dirt	Jeromy Weiss	jweiss@zakdirt.com	Yes
Coyote Ridge Construction	Toni Rodriguez	TRodriguez@crc-co.net	Yes
Northern Engineering	Shane Ritchie		
Native Sun Construction	David Jessop	davidj@nativesun.construction	Yes
Stone & Concrete	Marcelo Esmoris	Marcelo@stone-con.net	Yes
Castle Rock Construction Co of CO	Darren Janssen	DJanssen@crcllc.com	Yes
Coulson Excavating	Tom McLaughlan	tom@coulsonex.com	Yes
Defalco Construction	Trent Casey	trentcasey1127@gmail.com	Yes
Varra	Amanda Goss	agoss@varracompanies.com	Yes
J2 Contracting	Chris Leone	chrisleone@j2contracting.com	Yes
Mountain Constructors	Joe Kuntz	joe@mtnconstructors.com	Yes
HEI Civil	Tessa Swiger	tessa.swiger@heicivil.com	Yes
American Civil Constructors	Matt Reese	matt.reese@accbuilt.com	yes
Duran	Dustin Duran	dustind@duranexcavating.com	Yes
Connell Resources	Bill Anderson	banderson@connellresources.com	Yes
Walsh Construction	Kathy Walsh	kathy@walshconstruction.us	Yes
Asphalt Specialties	Gary Richardson	garyr@asphaltspecialties.com	Yes

NB - ONLY ONE PERSON FROM EACH FIRM HAD TO BE IN ATTENDANCE SO IF YOU ARE NOT MARKED AS ATTENDING BUT SOMEONE ELSE FROM YOUR COMPANY IS DO NOT WORRY. THANKS AND HAVE A GREAT WEEKEND

BID SCHEDULE
23RD AVENUE IMPROVEMENTS

Item	Description	Quantity	Units	Unit Cost	Total
GENERAL					
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 20,000.00	\$ 20,000.00
2	EROSION AND SEDIMENT CONTROL	1	LS	\$ 23,000.00	\$ 23,000.00
3	CLEARING AND GRUBBING	1	LS	\$ 2,500.00	\$ 2,500.00
4	TRAFFIC CONTROL	1	LS	\$ 6,400.00	\$ 6,400.00
5	TESTING SERVICES (REMOVED)	0	LS	\$ -	\$ -
6	SEEDING AND MULCHING	6,350	SY	\$ 0.70	\$ 4,445.00
7	CONSTRUCTION SURVEYING AND STAKING	1	LS	\$ 14,000.00	\$ 14,000.00
				\$ -	\$ -
				SUBTOTAL	\$ 70,345.00
WATER MAIN					
8	12" PVC C900 DR 18 WATER MAIN (OPEN CUT)	1,289	LF	\$ 53.00	\$ 68,317.00
9	12" GATE VALVE, M.J. CLASS 250	1	EA	\$ 3,900.00	\$ 3,900.00
10	12"x6" SWIVEL TEE, M.J. CLASS 250	2	EA	\$ 860.00	\$ 1,720.00
11	12" x 45° BEND, M.J. CLASS 250	6	EA	\$ 790.00	\$ 4,740.00
12	CONSTRUCT CONCRETE COLLAR AROUND WATER VALVE BOX	2	EA	\$ 530.00	\$ 1,060.00
13	NEW FIRE HYDRANT ASSEMBLY	2	EA	\$ 19,000.00	\$ 38,000.00
14	CONNECTION TO EXISTING MAINS	2	EA	\$ 5,000.00	\$ 10,000.00
				SUBTOTAL	\$ 127,737.00
ROADWAY					
17	REMOVE CURB AND GUTTER	43	LF	\$ 13.00	\$ 559.00
18	REMOVE CONCRETE SLAB	56	SY	\$ 15.50	\$ 868.00
19	REMOVE ADA RAMP AND SIDEWALK	24	SY	\$ 22.00	\$ 528.00
20	CURB & GUTTER INSTALLATION (TYPE II-B, 30")	1,627	LF	\$ 24.00	\$ 39,048.00
21	CURB & GUTTER INSTALLATION (TYPE I-B, 18" / SPILL)	1,555	LF	\$ 24.75	\$ 38,486.25
22	CURB CUT AND DRIVEWAY APPROACH	20	LF	\$ 148.00	\$ 2,960.00
23	CONCRETE ADA RAMP INSTALLATION (RADIAL)	1	EA	\$ 2,500.00	\$ 2,500.00
24	RECONDITIONED SUBGRADE AND FLYASH (12" DEPTH)	4,938	SY	\$ 11.25	\$ 55,552.50
25	A.B.C. (8" CL. 6)	4,938	SY	\$ 13.00	\$ 64,194.00
26	H.M.A. (4" GRADE S)	4,938	SY	\$ 21.25	\$ 104,932.50
27	H.M.A. (2" GRADE SX)	4,938	SY	\$ 12.60	\$ 62,218.80
28	STRIPING - WHITE EPOXY	8	GAL	\$ 670.00	\$ 5,360.00
29	STRIPING - YELLOW EPOXY	8	GAL	\$ 670.00	\$ 5,360.00
30	LEFT TURN ARROW SYMBOL THERMOPLASTIC	1	EA	\$ 1,540.00	\$ 1,540.00
31	RIGHT TURN / THRU ARROW SYMBOL THERMOPLASTIC	2	EA	\$ 1,900.00	\$ 3,800.00
32	"ONLY" SYMBOL THERMOPLASTIC	1	EA	\$ 1,700.00	\$ 1,700.00
33	SPEED LIMIT SIGN	2	EA	\$ 565.00	\$ 1,130.00
34	STREET NAME SIGN	1	EA	\$ 420.00	\$ 420.00
35	MEDIAN AND CHEVRON SIGN	2	EA	\$ 490.00	\$ 980.00
36	ADJUST STORM MANHOLE RIMS TO GRADE	5	EA	\$ 1,200.00	\$ 6,000.00
				SUBTOTAL	\$ 398,137.05
MISCELLANEOUS					
36	TOPSOIL STRIPING (6" depth)	1,550	CY	\$ 3.10	\$ 4,805.00
37	EXCAVATION (UNCLASSIFIED) (COMPLETE IN PLACE NET) (FIXED QNTY)	1,600	CY	\$ 7.70	\$ 12,320.00
38	REMOVE AND RESET MAILBOX	1	LS	\$ 185.00	\$ 185.00
39	REMOVE METAL STRUCTURE (16' x 70')	1	LS	\$ 2,700.00	\$ 2,700.00
40	REMOVE WOODEN STRUCTURE (22' x 100')	1	LS	\$ 3,500.00	\$ 3,500.00
41	REMOVE WOODEN SHED (12' x 14')	1	LS	\$ 1,000.00	\$ 1,000.00
42	REMOVE PUMP HOUSE (6'x6') & APPURTENANCES	1	LS	\$ 1,300.00	\$ 1,300.00
43	REMOVE ASPHALT PAVEMENT	81	SY	\$ 17.50	\$ 1,417.50
44	REMOVE CROSSWALK STRIPING	1	LS	\$ 710.00	\$ 710.00
45	REMOVE WEST SIDE FENCE	181	LF	\$ 3.00	\$ 543.00
46	REMOVE WATER SPIGOT AND WATERLINE	1	LS	\$ 550.00	\$ 550.00
47	REMOVE STRUCTURE (22' x 42')	1	LS	\$ 2,100.00	\$ 2,100.00
				SUBTOTAL	\$ 31,130.50
				Total	\$ 627,349.55

NOTES TO BIDDERS:

- 1) Bid winner will be based on the Total Bid.
- 2) "FIXED" bid quantity denotes payment per unit price for a designated bid amount with no additional allowance or payment made therefor.

7/23/2020

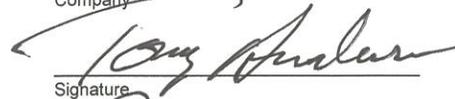
Date

Official Address:
1109 Oak Park Dr
Ste 125
Fort Collins, CO 80525

Milestone Companies, LLC
Company

Signature

Title


President



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1610017

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Anna Childress, Robert R. Freel, Alisa B. Ferris

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this June 5th, 2020.



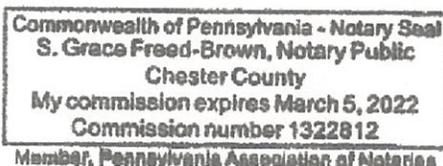
XL SPECIALTY INSURANCE COMPANY

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 5th day of June, 2020, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 17th day of July, 2020.



Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 5th day of June, 2020.



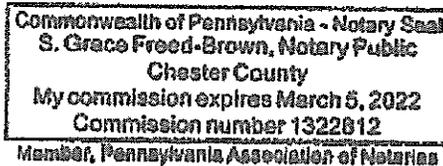
XL REINSURANCE AMERICA INC.

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 5th day of June, 2020, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____



Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 6/5/2022

1.5 CONTRACT DOCUMENTS

1.5.1 NON-COLLUSION STATEMENT

Tony Anderson, being first duly sworn, deposes and says that:

- (1) He is the President of Milestone Companies, LLC, the (owner, partner, officer, representative or agent) Milestone Companies, LLC, the (Company's Name) bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: Tony Anderson
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

Subscribed and sworn to before me this 9th day of July, 2020.

JACQUELYN AYDEN ANDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184014522
MY COMMISSION EXPIRES MARCH 30, 2022

[Signature]
Notary Public in and for Colorado;
My Commission expires: 03-30-2022

1.5.2 BID PROPOSAL

23rd Avenue Road Construction

Proposal of Milestone Companies, LLC. (hereinafter called bidder, doing business as * Milestone Companies, LLC. organized and existing under the laws of the State of Colorado, to the City of Evans (hereinafter called City).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **23rd Avenue Road Construction** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to their own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions. Bidder further agrees to pay liquidated damages as provided in the Special Conditions.

Bidder acknowledges receipt of the following Addendum:

Addendum	1	6-18-2020
Addendum	2	7-17-2020
Addendum	3	7-21-2020
Addendum	4	7-21-2020

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents in accordance with the attached Bid Schedule.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020
AGENDA ITEM: 7.F
SUBJECT: Consideration of Payment for DCP Midstream Pipeline Relocation as Part of the 47th Avenue Widening Project
NAME & TITLE: James L. Becklenberg, City Manager
Randy Ready, Deputy City Manager
Mark Oberschmidt, P.E., City Engineer

AGENDA ITEM DESCRIPTION:

The City has been budgeting and planning to widen sections of both 47th Avenue and 37th Street for several years now. The 47th Avenue widening project from 37th Street to the Evans/Greeley city limits line is now ready for construction, and City Council approved a construction contract with DeFalco Construction on July 21, 2020. The road will be widened from a two-lane roadway to a four-lane arterial along the entire length of the project.

As part of this project, the City requires that DCP Midstream relocate some existing gas pipeline and surface structures out of the existing and new right-of-way (ROW) necessary to allow for the construction of the road and the sidewalk on the west side. The existing DCP Midstream infrastructure is in a dedicated easement. Because of this, the City will pay to relocate the infrastructure out of the road ROW and into another dedicated easement to the west of the new road ROW. Due to the sensitive nature of the pipeline relocation project, DCP requires that its contractor complete the work and the City will fund the labor and materials for the work at cost.

FINANCIAL SUMMARY:

The cost to relocate the pipeline is \$104,024.85. As a capital cost over \$100,000, the relocation requires City Council approval.

The City has budgeted a total of \$4,225,000 for the 47th Avenue Widening project. After design and engineering, ROW acquisition, construction, inspection and testing, \$392,397 remains to more than cover the cost of this pipeline relocation. In addition, the City of Greeley, Wildhorse and Extraction will be contributing another combined \$372,272 for their respective costs related to the Widening project.

RECOMMENDATION:

Staff recommends that City Council approve funding in the amount of \$104,024.85 to cover the cost for DCP Midstream to have the gas pipeline relocated out of the new road ROW and to authorize the City Manager to approve the purchase order and invoice.

SUGGESTED MOTIONS:

“I move to approve the payment to DCP Midstream to relocate the existing gas pipeline out of the new 47th Avenue ROW and to authorize the City Manager’s approval of a purchase order and invoice in an amount not to exceed \$104,024.85.”

“I move to deny the approval of payment to DCP Midstream to relocate the existing gas pipeline out of the 47th Avenue ROW.”

ATTACHEMENTS:

- DCP Midstream Pipeline Relocation Invoice

\$103,724.85 \$10,372.49

Hrly Rate

298 If = \$ 19.66 per If
4 each = 716.25 each
 crew
 4

hrs man weeks weeks
\$ 75.00 649.3 16.23333 4.058333 seem way high

\$ 75.00 80

not sure what this is

not paying for you to inspect your work
not paying for your survey
staking should not be \$7K

298 If - assume 1 pothole per 25 If = 11.92 say 12
not paying for contingency

at 400 each = 4800

		5859.85
		2865
294	LF	48700
		6000
		63424.85 215.7308

INVOICE

6/1/2020

DESCRIPTION	SEND TO:	FROM:	
Relocate Valve Site & 4" Associated 47th Avenue	City of Evans Attn: Mark Oberschmidt 1100 37th Street Evans, CO 80620	DCP Operating Lew Hagenlock 3026 4th Avenue Greeley, CO 80631 970-378-6351	
DESCRIPTION		TOTAL	
4" Pipe		\$5,859.85	
Fittings		\$2,865.00	
Environmental /Storm Water		\$0.00	
Misc. Materials	gravel, silt fence, reseeding	\$1,800.00	
Blackeagle Construction		\$48,700.00	
DCP Company Labor		\$6,000.00	
X-ray		\$3,800.00	
Nitrogen		\$0.00	
Construction Inspector		\$6,000.00	
ROW & Mapping		\$3,500.00	
Survey		\$7,000.00	
Hydro Vac		\$12,000.00	
Production Loss		\$6,500.00	
	TOTAL:	\$104,024.85	\$104,024.85

INVOICE

	INVOICE		
6/1/2020			
DESCRIPTION	SEND TO:	FROM:	
Relocate Valve Site & 4" Associated	City of Evans	DCP Operating	
47th Avenue	Attn: Mark Oberschmidt	Lew Hagenlock	
	1100 37th Street	3026 4th Avenue	
	Evans, CO 80620	Greeley, CO 80631	
		970-378-6351	
DESCRIPTION		TOTAL	
4" Pipe		\$5,859.85	ok
Fittings		\$2,865.00	ok
Environmental /Storm Water		\$0.00	
Misc.Materials	gravel, silt fence, reseeding	\$1,800.00	ok
Blackeagle Construction		\$48,700.00	this price seems high need more detail
DCP Company Labor		\$6,000.00	ok
X-ray		\$3,800.00	ok
Nitrogen		\$0.00	
Construction Inspector		\$0.00	City Not Paying for this
ROW & Mapping		\$0.00	City Not Paying for this
Survey		\$7,000.00	ok
Hydro Vac		\$6,000.00	reduced by half
Production Loss		\$0.00	City Not Paying for this
	TOTAL:	\$82,024.85	\$104,024.85

INVOICE

6/8/2020

revisions by City of Evans

DESCRIPTION	SEND TO:	FROM:	
Relocate Valve Site & 4" Associated	City of Evans	DCP Operating	
47th Avenue	Attn: Mark Oberschmidt	Lew Hagenlock	
	1100 37th Street	3026 4th Avenue	
	Evans, CO 80620	Greeley, CO 80631	
		970-378-6351	
DESCRIPTION	TOTAL		
4" Pipe		\$5,859.85	ok
Fittings		\$2,865.00	ok
Environmental /Storm Water		\$0.00	
Misc.Materials	gravel, silt fence, reseeding	\$1,800.00	ok
Blackeagle Construction		\$48,700.00	ok
DCP Company Labor		\$6,000.00	ok
X-ray		\$3,800.00	ok
Nitrogen		\$0.00	
Construction Inspector		\$0.00	City Not Paying for this
ROW & Mapping		\$0.00	City Not Paying for this
Survey		\$7,000.00	ok
Hydro Vac		\$12,000.00	ok
Production Loss		\$6,500.00	City Not Paying for this
	TOTAL:	\$94,524.85	\$104,024.85

INVOICE

7/21/2020

revisions by City of Evans

DESCRIPTION	SEND TO:	FROM:	
Relocate Valve Site & 4" Associated	City of Evans	DCP Operating	
47th Avenue	Attn: Mark Oberschmidt	Lew Hagenlock	
	1100 37th Street	3026 4th Avenue	
	Evans, CO 80620	Greeley, CO 80631	
		970-378-6351	
DESCRIPTION	TOTAL		
4" Pipe		\$5,859.85	ok
Fittings		\$2,865.00	ok
Environmental /Storm Water		\$0.00	
Misc.Materials	gravel, silt fence, reseeding	\$1,800.00	ok
Blackeagle Construction		\$48,700.00	ok
DCP Company Labor		\$6,000.00	ok
X-ray		\$3,800.00	ok
Nitrogen		\$0.00	
Construction Inspector		\$0.00	City Not Paying for this
ROW & Mapping		\$0.00	City Not Paying for this
Survey		\$0.00	ok
Hydro Vac		\$0.00	ok
Production Loss		\$6,500.00	City Not Paying for this
TOTAL:		\$75,524.85	\$104,024.85

-\$28,500.00

CITY COUNCIL AGENDA REPORT

DATE: August 18, 2020
AGENDA ITEM: 7.G
SUBJECT: Resolution Number 27-2020 – A Resolution Approving Amendment #2 to the Contract For Co-Responder Services Program
PRESENTED BY: James L. Becklenberg, City Manager
Rick Brandt, Chief of Police
Drew Lyman, Assistant City Manager

AGENDA ITEM DESCRIPTION:

The Evans Police Department (EPD) has successfully partnered with North Range Behavioral Health (NRBH) in a pilot program in which behavioral health staff responds alongside EPD officers to calls for service which may present mental health or substance abuse components. The aim of this pilot program is to provide behavioral health intervention, de-escalation resources, and referrals to ongoing care, as well as reduce unnecessary use of the 911 dispatch system.

The City of Evans (Evans) qualified for a grant opportunity to fund this program from the Colorado Department of Human Services (CDHS). In 2018, the City Council, the Evans Police Department entered into a memorandum of understanding with the City of Greeley as well as NRBH to utilize grant funds pursuant to the terms of the grant. Evans has received funds from CDHS which were used to reimburse NRBH and EPD for services provided pursuant to the grant contract.

This amendment is part of an annual renewal for this program. It updates and replaces exhibits for the renewal of the contract until June 30, 2022, budget for the contract and miscellaneous provisions to include cost of living adjustment language and HIPAA requirements.

FINANCIAL SUMMARY:

Under the Grant, up to \$269,075 will be available for the 2020 State Fiscal Year and the same amount (\$369,075) for the 2021 State Fiscal Year. This Grant does not require City matching funds.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 27-2020.

SUGGESTED MOTIONS:

"I move to adopt Resolution No. 27-2020"

"I move to deny Resolution No. 27-2020"

ATTACHMENTS:

- **ATTACHMENT A: Contract Amendment #2**

CITY OF EVANS,
COLORADO RESOLUTION
NUMBER 27-2020

**A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH
THE COLORADO DEPARTMENT OF HUMAN SERVICES TO PROVIDE
FUNDING FOR A
CO-RESPONDER SERVICES PROGRAM**

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, the City entered into a contract with the Colorado Department of Human Services to provide funding to the City of Evans Police Department and other agencies for a co-responder services program that partners trained law enforcement officers with mental health professionals in order to provide a joint secondary response to certain calls for service in an effort to, among other things, divert individuals with mental or behavioral health needs from the criminal justice system (“the Contract”); and

WHEREAS, the City Council received a proposed amendment to the Contract (“the Amendment”) which renews the Contract until June 30, 2021, updates and replaces exhibits for the budget of the contract as well as miscellaneous provisions to include cost of living adjustment language and HIPAA requirements; and

WHEREAS, the City Council has reviewed the Amendment and believes it is in the best interest of the City to approve the Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The Amendment to the Contract between the City of Evans and the Colorado Department of Human Services to provide funding for a co-responder services program, is hereby approved.
2. The Mayor is authorized to sign the Amendment to the Contract on behalf of the City of Evans.
3. City staff is directed to take all actions necessary to effectuate the execution and implementation of the Amendment to the Contract.
4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not

affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

5. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 18TH DAY OF AUGUST, 2020.

ATTEST:

CITY OF EVANS, COLORADO

Julie Roeder, Interim City Clerk

BY: _____
Brian Rudy, Mayor

CONTRACT AMENDMENT #2**SIGNATURE AND COVER PAGE**

State Agency Colorado Department of Human Services Office of Behavioral Health	Original Contract Number 18 IHJA 107347
Contractor City of Evans	Amendment Contract Number 21 IHJA 161979
Current Contract Maximum Amount	Contract Performance Beginning Date May 8, 2018
Initial Term	Current Contract Expiration Date June 30, 2021
State Fiscal Year 2018 \$206,433.00 State Fiscal Year 2019 \$362,500.00	
Extension Terms	
State Fiscal Year 2020 \$369,075.00 State Fiscal Year 2021 \$369,075.00	
Total for All State Fiscal Years \$1,307,083.00	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR City of Evans DocuSigned by:  2D59F5B2291E4E8... By: James Becklenberg City Manager 7/31/2020 Date: _____	STATE OF COLORADO Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director DocuSigned by:  53276CF9A4844BE... By: Carie Gaytan, Director of Finance, Office of Behavioral Health 7/31/2020 Date: _____
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  By: _____ D2A31DE8619C416... Andrea Eurich / Janet Miks / Toni Williamson 8/3/2020 Amendment Effective Date: _____	

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

Under the original contract the Contractor implemented a Co-Responder Program for its community by collaborating with key stakeholder partners.

The purpose of this contract amendment is to update and replace the following exhibits with the most current version for FY21 contract extension and renewal: Exhibit A, Statement of Work; Exhibit B, Budget for FY21; and Exhibit D, Miscellaneous Provisions, and to remove Exhibit C, Work Plan.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A, Statement of Work with Exhibit A-1, Statement of Work, attached hereto and incorporated hereby by reference.
- D. REPLACE Exhibit B-1, Budget with Exhibit B-2, Budget, attached hereto and incorporated by reference.
- E. REMOVE Exhibit C-1, Work Plan.

F. REPLACE Exhibit D-1, Miscellaneous Provisions with Exhibit D-2, Miscellaneous Provisions, attached hereto and incorporated by reference

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-1
Co-Responder Services Program
Statement of Work

I. Goal/Purpose

The Co-Responder model was developed to better link people with mental illness to appropriate services or provide other effective responses by partnering specially trained officers with mental health professionals to provide a joint secondary response to the scene. Colorado is following this model to create law enforcement and behavioral health partnerships that identify calls for service where behavioral health (mental health and/or substance use disorders) appear to be a relevant factor. Behavioral health co-responders shall be dispatched along with law enforcement officers on these calls. The behavioral health provider shall offer assessment and crisis intervention services at the scene, provide referral information to the individual, and provide follow-up, when necessary.

The goals of the Co-Responder Services Program (“Program”) are to:

1. Prevent unnecessary incarceration and/or hospitalization of individuals with behavioral health needs;
2. Provide alternate care in the least restrictive environment through a coordinated system wide approach;
3. Prevent unnecessary duplication of behavioral health services; and
4. Facilitate the return of law enforcement units to patrol activities.

II. Objective

The Contractor shall implement the Program for its community by collaborating with key stakeholder partners to ensure service delivery, training and resource coordination. The Contractor shall collect data, measure outcomes, and report Program outcomes to the State to assist in determining the effectiveness of the Program in diverting individuals with behavioral health needs from the criminal justice system.

III. Activities/Services

- A. **Start-up Period for Project Development:** The Contractor shall establish all required Program partnerships and finalize all required contracts needed to begin its Program operations within three (3) months from the Contract Performance Beginning Date (the Start-Up Period). If the Contractor is unable to implement the Program by the end of the Start-up Period, the Contractor will be placed on a Performance Improvement Plan established in coordination with the Office of Behavioral Health (OBH).
- B. **Revised Work Plan:** The Contractor shall provide OBH with an updated Work Plan on at least an annual basis for review and approval.
- C. **Steering Committee:**
 1. The Contractor shall develop and maintain a Steering Committee to oversee the implementation of the Program for the duration of the Contract term. The Steering Committee shall meet at least biannually to discuss, problem solve and/or guide any changes or issues around the implementation of the Program. The Steering Committee

shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:

- a. Lead law enforcement agency representative;
 - b. Behavioral health service provider representative;
 - c. Impacted individual/consumer or family member;
 - d. Local hospital representative; and
 - e. Regional Crisis Services Administrative Services Organization Representative.
2. Contractor shall also include other entities in the Steering Committee that it determines are integral to the successful implementation of the Program, such as prosecutors, jail administrators, advocacy groups, and harm reduction organizations.
 3. The Steering Committee shall be charged with the following:
 - a. Examine the nature of the problem and help determine the Program's objectives and design;
 - b. Consider how the Program will relate to other local criminal justice-behavioral health partnerships that may be in place or are in the process of being established;
 - c. Support a forum for planning decisions during the implementation phase and to provide ongoing leadership, problem solving and design modifications throughout the life of the Program;
 - d. Designate appropriate staff to make up a Program Coordination Group;
 - e. Identify Program barriers to success and help reduce the impacts of barriers on the Program (such as identification of facilities as stated in Section H.4. below); and
 - f. Develop procedures to ensure that essential information is shared in an appropriate manner as stated in Section H.5. below.

D. Program Coordination Group:

1. The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program. This Group may be the same as the Steering Committee, if the creation of two separate groups is unrealistic due to workforce and/or resource limitations. The Program Coordination Group shall:
 - a. Oversee officer and Program training implementation;
 - b. Measure the Program's progress toward achieving stated goals;
 - c. Resolve ongoing challenges to the Program's effectiveness; and
 - d. Inform agency leaders and other policymakers of Program costs, developments, and progress.
2. The Contractor shall designate an individual within the law enforcement agency as the Program Champion to serve as the agency's representative on the Program Coordination Group.

- E. Program/Project Manager:** The Contractor shall select a Program/Project Manager (Manager) and establish the Manager's role, responsibilities, and authority. The Manager shall develop a management plan that supports both the Steering Committee and the Program Coordination Group. The Contractor shall communicate via email to OBH any changes to the Manager's contact information within one business day of change.

- F. **Interagency Memorandum of Understanding (MOU) or Intergovernmental Agreements (IGA):** The Contractor shall develop interagency MOUs or IGAs to address any key challenges inherent in multidisciplinary collaboration. MOUs and IGAs shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. CDHS and/or OBH do not, however, direct the Contractor (or any other party) to, or give the Contractor (or any other party) authority to, negotiate or enter into any agreements on behalf of CDHS or OBH.
- G. **Data Sharing Agreements:** The Contractor shall ensure a data sharing Business Associates Agreement is developed and put in place between the partner agencies. The data sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA BAA attached to this Contract.
- H. **Program Policies and Procedures:** The Contractor shall develop and maintain Program policies and procedures, subject to OBH review and approval, including specific policies and procedures for the following aspects of the Program:
1. **Target Population and Eligibility Criteria:** The Contractor shall identify the target population, develop eligibility criteria and develop Program policies to identify individuals who will be referred to the Program. The Contractor shall ensure that the referrals include adults at risk for low level controlled substance-related offenses and misdemeanor crimes all of whom have been repeatedly involved with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.
 2. **Call Taker and Dispatcher:** The Contractor shall develop policies and procedures for call takers and dispatchers, including, but not limited to, the call information call takers shall gather, the manner in which dispatchers will be provided with up-to-date information on staffing patterns during shifts, and the geographic areas that identify law enforcement and behavioral health responders designated to respond to calls.
 3. **Stabilization, Observation and Disposition:** The Contractor shall develop policies and procedures to help guide co-responder teams (officers and/or behavioral health co-responders) to resolve an encounter with the least restrictive environment for the call's circumstances.
 4. **Transportation and Custodial Transfer:** The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:
 - a. Identify facilities that are capable of assuming custodial responsibility, available at all times, have personnel qualified to conduct a mental health evaluation, and do not turn away people brought by law enforcement, without specific reasons.
 - b. Connect individuals with a friend or family member, a peer support group, or crisis center, when available and in noncustodial situations in which the person does not meet the criteria for emergency evaluation and is not under arrest, but officers or the team determine the individual would benefit from services and support.
 - c. Engage the services of the individual's current mental health provider or a crisis team.

The Contractor shall submit a draft copy of the policies and procedures to OBH for review and comment, incorporating any comments from OBH to the final policies and procedures.
 5. **Information Exchange and Confidentiality:** The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner.

Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

I. Program Training and Cross-training:

1. **State Program Meeting Requirements:** The Contractor shall attend a mandatory orientation session, Program meetings and other required training throughout the term of the Program.
 2. **Contractor Training:** The Contractor shall provide training necessary for Contractor's Program to include:
 - a. **Officer Training:** The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all time shifts and geographic districts.
 - b. **Cross-training:** The Contractor shall provide opportunities to behavioral health personnel and other stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, Program policies and procedures, information sharing, safety and other opportunities to see policies translated into action.
- J. Catchment Area:** The Contractor shall define the service and/or catchment area that best meets the community's needs.
- K. Individualized Service Provision:** The Contractor's Program shall link individuals referred to or contacted by the Program to community based behavioral health supports and services, as appropriate.
- L. The Non-Displacement of Resources:** The Contractor shall ensure the Program participants do not receive preferential access to scarce resources that would prevent others in need or on wait lists from being served.
- M. Evidence Based Practices:** The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.
- N. Staff Time Tracking and Invoicing:** The Contractor shall ensure expenses and staff are tracked and invoiced separately for each Program or funding stream. Any other funding sources or in kind contributions supporting the Program shall be disclosed in the invoice submission.
- O. Use of Contract Funds:** The Contractor may use Contract Funds to support, with the approval of OBH, items including but not limited to, the following:
 1. Project management and community engagement
 2. Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing
 3. Outreach and direct service costs for services
 4. Specialized program training

5. Dedicated law enforcement resources, including overtime required for participation in operational meetings and training
 6. Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions
 7. Collecting and maintaining the data necessary for program evaluation
- P. **Subcontractor/Partnership Termination:** In the event a partnership with a subcontractor such as a case management or treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the Program. The Contractor shall communicate any subcontractor termination via email to the State within one Business Day.
- Q. **Critical Incident Policy:** Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and sexual assault) (“Critical Incidents”) that occur during a Program intervention or response.
- R. **Critical Incident Reporting:** Incidents that fall within standard police protocols and procedures (such as the use of less lethal interventions to maintain safety) are exempt from this requirement. If a Critical Incident (including death, physical assault and sexual assault) occurs during a Co-Responder intervention or response, the Contractor shall take the action most appropriate, from the choices below:
1. If the client or participant (“Client”) is enrolled in services at a behavioral health agency or facility, the Contractor shall inform the service provider of the Critical Incident so that the service provider can follow their licensing entity’s critical incident protocols and policies (if applicable) and for the purpose of continuity of care.
 2. For any Critical Incident involving the death of a Client, or any Critical Incident that falls outside police protocols and standards and the Client is not known to be enrolled in behavioral health services with an agency or facility, the Contractor shall share the following information with OBH via an encrypted email to cdhs_ci_obh@state.co.us, within 24 hours of the time the Critical Incident occurs:
 - a. Name of participant involved;
 - b. Date and time of the Critical Incident;
 - c. Location of the Critical Incident;
 - d. The nature of the Critical Incident;
 - e. How the Critical Incident was resolved;
 - f. Name[s] of staff present; and
 - g. Whether the Critical Incident resulted in any physical harm to the Client or any staff.

IV. Deliverables

Activities noted below shall be emailed by the listed Due Date below to cdhs_deliverablesOBH@state.co.us unless otherwise specified.

DELIVERABLES	DATE DUE
Revised Work Plan	Due 30 days from Contract Effective Date and after that annually.
Program Policies and Procedures Document	Draft document due to OBH 90 days from Contract Effective Date. Final document due to OBH 30 days from reviewed draft sent from OBH to Contractor.
Submit copy of the Memo of Understanding (MOU) and/or Intergovernmental Agreement (IGA)	Upon execution of MOU or IGA
Participate in a monthly progress status meeting with the Manager of Co-Responder Services. Meeting may be in-person or via phone or video conference.	Monthly
Performance Outcome Measures Report using template provided by OBH, on current monthly and year-to-date outcomes	Monthly - 15 days after the end of the reporting month.
Submit copy of subcontract(s)	Upon execution of subcontract(s)
Submit copy of the Steering Committee and Policy Coordination Group Member Rosters* <i>*If Steering Committee and Policy Coordination Group members are the same, note the rationale on roster.</i>	60 days after contract execution and as updated

V. Performance Outcome Measures

1. Number of law enforcement officers receiving specialized training.
2. Number of calls received by dispatch qualifying for Program criteria.
3. Number of incidents to which specially trained officers responded.
4. Officer response times.
5. Number of repeat calls for service.
6. Officers' disposition decisions, such as linking a person with services.
7. Time required for Co-Responder calls.
8. Locations used for custodial transfer.
9. The number of injuries and deaths to officers and civilians.



COLORADO
Office of Behavioral Health
Department of Human Services

FY21 ANNUAL BUDGET EXHIBIT B-2

OBH Program	Criminal Justice Diversion - Co-Responder
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Agency Name	Evans City Police Department
Budget Period	July 1, 2020 - June 30, 2021
Project Name	Co-Responder

Program Contact Name, Title	Kim Collins, Admin Director
Phone	970-347-1303
Email	kimberly.collins@northrange.org
Fiscal Contract Name, Title	Jacque Troudt, Finance Director
Phone	970-475-1127
Email	jttroudt@evanscolorado.gov
Date Completed	6/30/20

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services Salaried Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from OBH
					\$ -
					\$ -
Personnel Services Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from OBH
					\$ -
					\$ -
Total Personnel Services (including fringe benefits)					\$ -
Contractors/Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from OBH	
North Range Behavioral Health	Co-responder Services (Clinical and Admin Personnel \$335,512.00, Program Coordinator \$84,890.88, Program Director \$4,465.00, Admin Director \$12,780.00, and Indirect Costs \$34,189.70)	\$ 369,075.00	1	\$ 369,075.00	
				\$ -	
				\$ -	
Total Contractors/Consultants					\$ 369,075.00

Travel				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
				\$ -
				\$ -
Total Travel				\$ -
Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
				\$ -
				\$ -
Total Supplies & Operating Expenses				\$ -
TOTAL DIRECT COSTS (TDC)				\$ 369,075.00
Less: Expenses per OMB 2CFR § 200				
	Subcontracts in excess of \$25,000			\$ -
	Rent			\$ -
	Equipment			\$ -
	Other Unallowable Expenses			\$ -
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 369,075.00
Indirect Costs				Annual Budget
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				
Item	Description of Item	Percentage	Total Amount Requested from OBH	
or 10% Indirect rate:		0%	\$ -	
Total Indirect				\$ -
TOTAL				\$ 369,075.00

The Parties may mutually agree, in writing, to modify the Budget administratively using an OBH Budget Reallocation form

Exhibit C-1

Work Plan

REMOVED

Exhibit D-2 Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Office of Behavioral Health's (OBH) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Print and Marketing Materials

When the Contractor publishes newsletters, consumer pamphlets, or other publications where financial contributors/funders are noted, the State shall be listed as funder. Contractor shall include the current Colorado Department of Human Services logo on any visual marketing materials that advertise programs funded by this Contract.

C. Option Letter

For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B-2, "Budget,"** based upon a cost of living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

D. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to OBH eliminating funding to that specific program and/or budget line item.

E. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the OBH Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the OBH Contracts Unit at least five business days prior to the layoffs.

F. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for OBH licensing and designation, keep current all provider directory details, update daily bed counts (as applicable), and submit policies and procedures.

G. Contract Contact Procedure

The Contractor shall submit all requests for OBH interpretation of this Contract or for amendments to this Contract to the OBH Contract Manager.

H. The Contractor shall comply with all the provisions and requirements of RFP # 2018000065.

I. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, OBH may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. OBH will set a deadline and destination email address or other contact information for a draft of the Continuity of Operations Plan at time of request. Deadline will be reasonable under the circumstances of the emergency.
3. The Continuity of Operations Plan must be specific and responsive to the circumstances of the inciting emergency.
4. OBH will provide feedback and edits to the Continuity of Operations Plan within a reasonable time frame following receipt under the circumstances of the emergency (for example, five business days where electronic communications are not disrupted).
5. OBH will present Contractor with a final Continuity of Operations Plan to Contractor for Contractor to approve in writing (hard or electronic formats). Upon Contractor’s acceptance of the final Plan, Contractor may begin to operate under the terms of the Continuity of Operations Plan.
6. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance of the final Continuity of Operations Plan will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
7. OBH will submit the Continuity of Operations Plan as a formal contract amendment to CDHS Contracts Management as soon as is practicable.
8. Contractor shall communicate with OBH a minimum of once weekly, in a format mutually agreed upon by OBH and Contractor staff, to monitor services under the Continuity of Operations Plan. If adjustments are needed to the Plan, Contractor and OBH shall follow the procedures in section I.1-I.5 to make the change.
 - a. As part of the weekly OBH/Contractor communication, Contractor and OBH will evaluate whether the emergency situation has resolved such that normal operations may be resumed.
 - b. If Contractor and OBH determine that the emergency situation is sufficiently resolved, Contractor will present a 30-day closeout procedure. Contractor and OBH shall follow the procedures in section I.1-I.5 to ratify the closeout

procedure. Weekly reporting shall continue throughout the closeout period and for four weeks after termination of the Continuity of Operations Plan.

- c. OBH will submit notice of termination of the Continuity of Operations Plan as a formal contract amendment to CDHS Contracts Management as soon as is practicable.

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
 1. Contractor shall ensure that its subcontractors perform to the terms of this Contract.
- B. Any subcontract for services must include, at a minimum, the following:
 1. A description of each partner's participation
 2. Responsibilities to the program (policy and/or operational)
 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
- C. The Contractor shall provide to OBH a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_deliverablesobh@state.co.us within 30 days of subcontract execution.
- D. OBH reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Additional Remedies

A. Duty to Act in Good Faith

The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.

B. Corrective Action

The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State

determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

C. Liquidated Damages.

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

IV. Audit Requirements

A. Independent Audit Requirements

1. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.
2. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Office of Behavioral Health (OBH), found on the OBH website.
3. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).

V. Financial Requirements

A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B-2, "Budget."**
2. If a Single Audit is performed in accordance with Section IV.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by OBH, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by OBH.
3. All payment requests shall be submitted electronically to OBHpayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by OBH.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to OBHpayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

City Managers Weekly City Council Update **August 14th, 2020**

Communications	<ul style="list-style-type: none">• Staff produced promo material for Drug Take Back Day to be distributed throughout the city• Staff promoted 47th Ave Widening Project launch• Staff attended CPAC meeting• Staff met with PD to begin pre production process of first responder promotional videos• Staff continues producing Evans HR recruitment videos• Staff continues promoting Evans master plan surveys• Staff shot video and promoted installation of stoplight sensors• Staff met with Engineering to discuss PR strategy for 37th Street overlay and 23rd Ave construction
Human Resources/Risk Management	<ul style="list-style-type: none">• Staff continues to work on the renewal process for the City's Property/Casualty and Workers Compensation insurance and prepare for the upcoming third party property appraisal.• Staff continues to facilitate Emergency Operations calls to keep up with COVID-19 management requirements and developments.
Recreation	<ul style="list-style-type: none">• Staff is working through logistical plans for the fall season of sports. Flag football, soccer and volleyball have been moved to play in-house and will be a skill development/improvement program as opposed to league play.• Facility usage has remained consistent with SilverSneakers members and punch pass holders.

City of Evans Land Use Applications							
Name	Case #	Acres	Location	Brief description	Planning Commission	City Council	City Council
Submitted Applications							
Ridge at Prairie View Replat	Incomplete, submitted 1/3/2020; resubmittal pending	<1	West of Yellowbells Drive in Prairie View	Vacating Noble ROW	TBD	TBD	NA
ACME Oil Field Services	20-USR-01 ; Resubmitted additional information 8/3 and out for referral review	<1	Lots 1-4 and 16-18, Block 4, Evans Industrial Park		TBD	TBD	NA
Arrowhead Lake Annexation, COZ, SUP	20-ANNX-02, 20-ZA-02, 20-USR-02	11	South of 37th Street, west of 47th Ave	City Open Space/Park	7/28/2020	8/3/2020	8/18/2020
H&H Excavation (Hojo)	20-SP-02	<1	Industrial Park	Site plan for business/storage	TBD	TBD	NA
Grapevine Hollow, Outlot 5	Incomplete, submitted 2/20	<1	Grapevine Hollow	3 Lots from Outlot	TBD	TBD	TBD
Village Park Apartments	20-SPR-04; Applicant to address round 1 comments	<1	1655 37th St	4-Plex, Infill	Administrative		
Jr's Trucking	Application out for review	<1	1240 43rd Street	Truck Parking in the Industrial Park	Administrative		
Approved, pending recording, Development Agreement, Etc.							
Crescent Cove Apartments, expansion	20-SP-01 ; 20-AP-07	17.83	32nd St between 29th Ave and Harbor Lane	12 buildings, clubhouse/pool; 288 units - 72 1B, 144 2B, 72 3B; Site Plan is administratively reviewed; replatting for easement is administratively approved; Waiting for final documents and DA from applicant			
Mountain TRAX	20-ANNX-01; 20-COZ-01	3.84	22744 WCR 33	Annexing the northern Colorado headquarters building into the greater site; Rezoning all to I-3 with exceptions; Waiting for final documents from applicant			
Quality Lube	20-AP-06; 19-USR-03	<1	3303 23rd Ave	AmSUP to expand existing business footprint will be heard by PC and CC; Minor Replat to remove a lot line is administratively approved; Replat has been recorded; Waiting for SUP and SIA from applicant			
Peerless Tires	18-SP-04 and 19-AP-06		11th Ave and 37th St.	Site Plan and Replat approved administratively; Have Replat, awaiting Site Plan and SIA			
Extraction Oil and Gas	SUP	20.1	NW corner 47th & 37th	Oil and gas operations; SUP approved by PC and CC; Minor Replat to dedicate ROW was approved administratively and recorded; Waiting for SUP and DA from applicant			
Peakview Final Plat, Filing 1	18-SUB-01	225	Two Rvers Parkway & 37th	1097 Res, 20 Acres C, 50 acres OS; Final Plat approved by CC; DA language is finalized, waiting for DA and all attachments along with Final Plat			
Kum & Go	19-AP-08		US 85 & 31/32nd St.	Minor Replat due to 8th Avenue closure at US85; Awaiting plat for recording			

- Construction activity continues at BestWay2Store storage facility located at the southeast corner of 37th Street and Harbor Lane.
- Site clearing activity has started at Ziggi's Coffee Shop just east of Walgreens and south of 37th Street.
- Site activity continues at Roasty's Coffee Shop located on 11th Avenue at 31st Street.
- The Master Plan Steering Committee met on 13th from 5 – 7 pm and the topic of discussion will include the current physical development of Evans. Guest speaker, Angela Snyder from Weld County discussed changes to the South Platte River flood plain designations in the Evans Urban Growth Boundary area.
- Com Dev and Econ Dev are collaborating on a quarterly information series for builders, developers and business owners in Evans to communicate Evans' successes and opportunities as well as to continue to build strong relationships.
- Four applications were received in response to the Master Plan RFP. Three firms were interviewed on Tuesday, August 11. Selection is anticipated to occur on August 14 followed by Council approval on either September 1 or 15.

- The outcome to the Water Conservation, Natural Resources and the first few months of the General Survey are posted on the City’s website. The topic of the August survey is focused on Trails/Transportation and will surely spark lively conversation. The September survey will focus on economic development. Visit the link to provide your input and view results from previous months’ surveys:

<https://www.evanscolorado.gov/masterplan/monthly-surveys>

Neighborhood Services

- Code enforcement completed 86 activities between Thursday, August 6 and Wednesday, August 12 including the issuance of 17 citations. Below are code violations addressed this week.



- Staff attended appeal hearings for two citations. One appellant did not show and therefore the citation was upheld, and the other appeal is being reviewed by the hearing officer.
- Staff tagged six abandoned vehicles, and painted over graffiti near an Evans open space.



- The Riverside Park Open Space Restoration project is complete as of Friday, August 14. WCYCC spent their final week removing cut logs, and spreading remaining mulch piles.



Engineering

- 2020 Asphalt Patch Project – Work is completed.
- 2020 Surface Treatment Project - Awarded to Vance Brothers. We anticipate this work will start in Late August / early September 2020. Preconstruction conference scheduled for Monday, 8/17.
- 47th Avenue –Phase 1 Construction has begun & Defalco is starting with the Storm Drainage system / water quality pond.
- 23rd Avenue – Recommendation for award to Milestone Companies to be made at 8/18 council meeting.
- Staff is working with Building Division to approve Final Grading Certificates.
- WL Contractors has completed work to install new traffic camera systems of 5 traffic signals in the City. 3 along 37th Street and 2 along 32nd St. Staff also working with finance to use approximately \$126,000 of traffic calming funds for these traffic improvements. Traffic Signal Heads and new controller for 32nd St and 11th Avenue to be ordered.
- Traffic Signal 34th Street / 35th Avenue – Morton Electric has scheduled the caisson and pole installations for 09/08 and 09/30/2020 respectively. Morton Electric has coordinated each installation with XCEL so that XCEL can shut down the power for the transmission lines, and notified us this week that the 9/30 date will need to be pushed back.
- XCEL 23rd Avenue – XCEL is working on scheduling the relocation of the poles in the proposed 23rd Avenue to happen concurrently with our road / waterline construction. This work has been pushed back as Xcel's crews have mobilized to restore system damage in western Colorado due to wildfires.
- XCEL 47th Avenue – XCEL is completing the design to underground the distribution lines so that these power lines can be removed from the poles and placed underground ahead of the road construction in 2021. The transmission poles will also be moved out of the future roadway.
- XCEL 11th Avenue – Staff is waiting to hear back from XCEL as to the schedule of the work putting the distribution lines underground between 32nd and 30th Streets. As per the 23rd Avenue work above, Xcel's crews have been moved elsewhere to repair wildfire damage and the City's work is being rescheduled.
- East Side Storm Sewer – Staff is reviewing 30% plans for 31st Street improvements. The design team will have surveyors out the week of August 3rd to pick up field data for 31st Street and 35th Street projects

- Lagoon Decommissioning – Staff & our consultant are working on the decommissioned grading plan for approval by CDPHE. Bronco Environmental has submitted a preliminary decommissioning plan to the City for review.
- Staff continues to work on development reviews and development agreements as they are received.
- East Side Storm Sewer Environmental Assessments – Staff is done with this project unless we receive any further comments from CDPHE.
- Evans Ditch flume project- Staff is continuing to investigate metering options to address the submergence condition of the flume.
- Neville’s Crossing Non-Potable Direct Supply – The filter backwash valve and new piping installation has been completed.
- Greeley Customer Transfer to Evans – Both parties have agreed in principal to the terms of the agreement. Greeley is preparing a draft of the agreement for consideration by Evans.
- Water Efficiency Plan – Staff will present to Council for preliminary approval at the upcoming meeting. Following preliminary approval, staff will begin the required public input phase.
- Prairie Heights Middle School - Staff has completed an analysis for the purpose of consideration of granting credit for unused, dedicated water in compliance with the IGA and has forwarded to Management for consideration.
- 37th St. Overlay Project – Bids were received on August 5th. Staff is working with CDOT to award this project in a few weeks and get under construction by the end of August.
- Tuscany Non-Pot – Pumps have been ordered and staff is finalizing the earthwork plans with Coffey Engineering for bidding..
- Staff is working with CDOT to close out 31st Street and 35th Avenue projects.
- NISP reduction of participation commitment – Staff has prepared a letter of interest to enter into an agreement with a known buyer.
- 37th Street Widening – Staff is working with the RockSol team to start putting the plans together for the phased construction of this project from 35th to 47th Avenue over multiple years. We are anticipating up to 6 phases of construction, which is more than the original 3 phases of construction in the contract with RockSol. Staff has directed RockSol to plan on having final construction packages ready for the area between 35th Avenue and 47th Avenue. Rocksol will take the plans to the 30% level for the section between 47th Avenue and 65th Avenue and this project final design will be completed in coming years as funds are available.
- Staff is working on multiple EQR requirement evaluations.

Economic Development & ERA

- The August/September issue of the Evans Business Blast is available now: https://www.evanscolorado.gov/sites/default/files/fileattachments/economic_development/page/8081/bb-aug2020-final.pdf
- All environmental remediation equipment has been removed from the Randy’s Diner site and the underground monitoring wells have been filled in preparation for future development.

Parks

- Irrigation is continuing to test and repair sprinkler heads and lateral lines.

- Spraying weeds continues in various areas throughout town.
- Mowing continues and turf mowing is on schedule.
- R-O-W mowing is ongoing.
- Staff have a space locate on Friday August 14th, 2020 for a burial service on Tuesday August 18th, 2020.

Police



- Please join us in congratulating Officer Codie Thomasson for having successfully completed the Field Training Program. Codie began his career as a Community Service Technician in 2017. Having performed his job in an exemplary fashion Codie decided about two years ago that his passion was to become a sworn officer. While working full time and starting a new family Codie enrolled in the AIMS Police Academy attending at night for 32 weeks. He graduated with honors in his class and began his field training last June. Codie begins working as a solo Evans Police Officer next week. If you think he looks good in brown you ought to see him in blue! Congratulations, Codie! Welcome to the team (again)!



- Thank you to Sam's Club for being such a great partner and helping many needy families in Evans.

PW Operations

- Staff continues to repair potholes on 65th Ave, 49th St, and 47th Ave.
- Staff has been sweeping streets
- Staff has been mowing right-of-way in various locations.
- Staff has removed trash and debris from right-of-way in various locations; those locations are Brantner Rd, 54th St Road, Evans R-O-W from 31st St to 37th street. Including numerous loads of garbage and furniture that were left on our roads.
- Staff has been working on getting permits for CDL licenses.
- Storm Sewer Line Jetting and Alley Grading request for bids has been posted and we are waiting for bid submittals.
- Water department staff addressed 8 phone calls and completed 14 work orders concerning water meters, high usage, or water issues.

Waste Water Operations

- Staff performed preventative and repair maintenance on the UV disinfection system.
- Staff performed repair maintenance on one of the Return Activated Sludge pumps.
- Seasonal grounds maintenance and irrigation system repair is ongoing.
- Staff continues to sample and test the two collection system basins in an effort to pinpoint high BOD sources.