



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
July 19, 2022 - 6:00 PM

AGENDA

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/6382995264411204366>

After registering, you will receive a confirmation email containing information about joining the webinar.

To watch live

meetings: https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv_5?preview=1

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve July 5, 2022 Minutes

4. Approve Contract with Dibble Engineering for Installation of New Weather Reporting Equipment at Harriet Alexander Field

5. Approve Contract with Dibble Engineering for On-Call Engineering Services at Harriet Alexander Field

6. Approve Entering Into a Contract with Lowry Contracting Inc. upon Legal Review

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

7. **Ordinance 2022-10** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING THE QUESTION TO ELECTORS OF WHETHER TO CONVEY THE REAL PROPERTY KNOWN AS THE SALIDA COMMUNITY CENTER TO SALIDA SENIOR CITIZENS, INC. FOR USE AS THE SALIDA COMMUNITY CENTER OR OTHER SIMILAR NON-PROFIT PURPOSES, **SECOND READING AND PUBLIC HEARING**

NEW BUSINESS / ACTION ITEMS

8. **Reconsideration of Ordinance 2022-06 (Salida Bottling Co.) pursuant to C.R.S. 31-11-105(3).**

9. **Ordinance 2022-11** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING ORDINANCE No. 2022-06 TO A SPECIAL REFERENDUM ELECTION, AND CALLING A SPECIAL CITY ELECTION FOR NOVEMBER 8, 2022, **FIRST READING AND SETTING A PUBLIC HEARING**

10. **Resolution 2022-31** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE NEWMAN ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

11. **Resolution 2022-32** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, CONSENTING TO THE CHAFFEE HOUSING AUTHORITY SEEKING VOTER APPROVAL FOR AN INCREASE IN AD VALOREM PROPERTY TAXES.

12. **Resolution 2022- 33** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AUTHORIZING THE PURCHASE OF REAL PROPERTY AND APPROVING A PURCHASE AND SALE AGREEMENT

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.

13. Resolution 2022- 34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PARKS, RECREATION, OPEN SPACE AND TRAIL ADVISORY BOARD PURSUANT TO SECTION 2-14-10 OF THE SALIDA MUNICIPAL CODE.

14. Resolution 2022-35 – A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PONCHA APRINGS, THE TOWN OF BUENA VISTA, CHAFFEE COUNTY, AND THE CITY OF SALIDA.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Naccarato, Pappenfort, Pollock, Templeton

Mayor Report

Treasurer Report

Attorney Report

Staff Reports

15. Staff Reports

BOCC Report

16. BOCC Report

EXECUTIVE SESSION

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

We are here working together to create a thriving community. It is the intention of the Salida City Council to promote civil communication by adopting the following guidelines for speaking to the public in the City Council Chambers. It is our hope that by acting in this manner we can help create a safe space for people to share their perspectives and opinions:

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We commit to the City of Salida being a hate-free zone and declare and affirm a policy of non-discrimination on the basis of a person's race, color, religion, ancestry, national origin, age, sexual orientation, gender, gender identity, marital status, military or veteran status, socio-economic class, medical condition, or physical or mental disability.



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
July 05, 2022 - 6:00 PM

MINUTES

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CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Member Justin Critelli

Council Member Harald Kasper

Council Member Dominique Naccarato

Council Member Alisa Pappenfort

Council Member Mike Pollock

Council Member Jane Templeton

Mayor Dan Shore

Treasurer Merrell Bergin

Civility Invocation

CONSENT AGENDA

Council Member Kasper moved to remove the following Consent Agenda Items and have them placed under New Business, Seconded by Council Member Critelli.

- Salida Arts Festival

Council Member Critelli moved to combine and approve the items of the Consent Agenda, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pollock, Council Member Critelli, Council Member Naccarato, Council Member Kasper, Council Member Pappenfort, Council Member Templeton

THE MOTION PASSED.

Approve Agenda

Approve June 21, 2022 Minutes

Approve BETCH Special Event

Approve Salida Art Festival Event

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.

Approve Mobile RV Contract

CITIZEN COMMENT—Three (3) Minute Time Limit

Christine Cook, Bill Bormes, Nancy Dominick and Marianne Kaffe spoke during Public Comment.

UNFINISHED BUSINESS / ACTION ITEMS

There was no Unfinished Business.

NEW BUSINESS / ACTION ITEMS

Resolution 2022-30 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO TO ALLOW OVERNIGHT CAMPING IN CENTENNIAL PARK FROM JULY 29 THROUGH JULY 31, FOR THE 2022 SALIDA CYCLONES SWIM MEET.

Council Member Pappenfort moved to approve the Resolution, Seconded by Council Member Naccarato.

Voting Yea: Council Member Naccarato, Council Member Pappenfort, Council Member Pollock, Council Member Templeton, Council Member Kasper, Council Member Critelli.

THE MOTION PASSED.

Ordinance 2022-10 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING THE QUESTION TO ELECTORS OF WHETHER TO CONVEY THE REAL PROPERTY KNOWN AS THE SALIDA COMMUNITY CENTER TO SALIDA SENIOR CITIZENS, INC. FOR USE AS THE SALIDA COMMUNITY CENTER OR OTHER SIMILAR NON-PROFIT PURPOSES, **FIRST READING AND SETTING A PUBLIC HEARING**

Council Member Naccarato moved to approve the Ordinance on first reading, Seconded by Council Member Critelli.

Voting Yea: Council Member Critelli, Council Member Templeton, Council Member Pappenfort, Council Member Kasper, Council Member Pollock, Council Member Naccarato.

THE MOTION PASSED.

Approve Salida Arts Festival

Council Member Pappenfort moved to approve the Salida Arts Festival Event Permit, Seconded by Council Member Templeton.

Voting Yea: Council Member Pappenfort, Council Member Critelli, Council Member Naccarato, Council Member Kasper, Council Member Pollock, Council Member Templeton.

THE MOTION PASSED.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

EXECUTIVE SESSION

For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and the following additional details are provided for identification purposes: **Discussion of election process options and timelines.**

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Council Member Kasper moved to enter into Executive Session, Seconded by Council Member Pappenfort.

Voting Yea: Council Member Templeton, Council Member Naccarato, Council Member Pollock, Council Member Critelli, Council Member Pappenfort, Council Member Kasper.

THE MOTION PASSED.

Council entered Executive Session at 7:10 p.m. and returned to the Regular Meeting at 7:50 p.m.

ADJOURN

Adjourned at 7:50 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	July 19, 2022

ITEM

Approval of Consulting Agreement – Harriet Alexander Field – Installation of New Weather Reporting Equipment (AWOS)

BACKGROUND

The City of Salida, in conjunction with Chaffee County, must continue to ensure that the operations at the Salida Airport (Harriet Alexander Field) are safe and in compliance with federal and state guidelines with best engineering practices. This includes providing pilots and airport users with current weather reporting software and hardware. The AWOS equipment has been procured through an FAA grant and is ready for installation, and the attached contract would provide for management and design of the construction process. Dibble Engineering would provide the services, in addition to other on-call engineering services that they provide under a separate contract.

FISCAL NOTE

Total cost of the contract is \$33,972; the City of Salida is responsible for half of the costs of said contract, or \$16,986. This amount can be accommodated in the Airport's budgeted allotment for 2022.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the contract with Dibble Engineering for the Installation of New Weather Reporting Equipment at Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

**AIRPORT ENGINEERING DESIGN
AND
CONSTRUCTION MANAGEMENT
CONSULTING SERVICES AGREEMENT**

**Harriet Alexander Field – Salida Airport Contract
Installation of New Weather Reporting Equipment (AWOS)
Project**

This Agreement, entered into as of this _____ day of _____, 2022, by and between:

CITY OF SALIDA and CHAFFEE COUNTY

hereinafter also referred to as the
Sponsor

Harriet Alexander Field - Salida Airport

P.O. Box 699
104 Crestone Ave.
Salida, CO 81201

hereinafter also referred to
as the **Sponsor**

AND:

DIBBLE ENGINEERING

2696 South Colorado Blvd., Suite 330
Denver, CO 80222

hereinafter also referred to
as the **Consultant**

For the purpose of the Sponsor to retain the Consultant to provide professional airport consulting services for the development of the Harriet Alexander Field - Salida Airport, including, but not necessarily limited to: engineering/design services for the above-referenced project, including development of plans/construction drawings, specifications, special provisions, design reports, studies, and other documents as required; bid phase services, including coordination and attending pre-bid meetings and bid opening meetings, responding to contractor questions, issuing addenda to contract documents, and providing bid analysis and tabulations; and construction phase services including on-site construction inspection/observation, construction contract administration, contractor document responses, and project close-out activities, including final construction reports and Record Drawings.

The Sponsor and Consultant hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Engagement of the Consultant.** In consideration of the mutual promises contained in this Agreement and in the *Airport Engineering Design and Construction Management Consulting Services Agreement* dated August 14, 2019 (Master Agreement), the Sponsor engages the Consultant to render professional airport consulting services in furtherance of the development, operation, and management of airports under the control of the City of Salida and Chaffee County, in accordance with all the terms and conditions contained in this Agreement and the Master Agreement.

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, and other Sponsoring agencies such as the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics Division, the services generally outlined below and as fully detailed in Exhibit A: *AWOS Installation Project, Engineering Scope and Fee Proposal* attached hereto. The Consultant is authorized to utilize the services of independent contractors, subconsultants, and subcontractors, when such services are warranted and agreed upon by the Sponsor.

- (a) The Consultant shall render services as the Sponsor's professional airport Consultant, giving consultation and advice as needed. The Consultant shall provide project-related general project administration including but not necessarily limited to: Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and State of Colorado ("State") and regional review as required;
- (b) Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (FAA), Colorado Department of Transportation (CDOT) – Aeronautics Division, airport users, city, county, and other interested parties;
- (c) Review, and revise as necessary, the airport drawings which provide the basis for the project design;
- (d) Prepare preliminary Plans and Specifications and cost estimates for the design and construction;
- (e) Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor for projects that may be funded by the Sponsor, FAA, and/or CDOT Aeronautics;
- (f) Prepare an Engineer's Design Report, including estimates of final quantities and opinion of probable construction costs. The draft report will be submitted with the preliminary Plans and Specifications, and the final report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA and or CDOT Aeronautics;
- (g) Prepare or assist in the preparation of an application for federal funds and a property map;
- (h) Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;
- (i) Provide complete sets of approved Plan and Specifications and other contract documents for the bidding of the project;
- (j) Arrange for and conduct a pre-bid conference and job showing;
- (k) Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;
- (l) Provide Field engineering services.

1.3 **Responsibility of the Consultant.** Consultant shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Agreement. Consultant shall further be responsible for the timely completion, and acknowledges that a failure to comply with the Project Documents may result in Sponsor's decision to withhold payment or to terminate this Agreement. Consultant shall be responsible for the technical accuracy of its services, data and documents resulting therefrom and Sponsor shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation, except to the extent that such action is directly attributable to deficiencies in Sponsor-furnished information that is not verifiable through outside sources.

Consultant shall secure at Consultant's own expense all necessary certificates, licenses and permits required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation.

Federal Compliance: Consultant represents and covenants to Sponsor that all services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subconsultants/Subcontractors.** At the time subconsultant/subcontractor services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subconsultant firm. The Consultant must receive approval in writing from the Sponsor prior to utilization of a subconsultant/subcontractor. Consultant shall be responsible for the work of all subconsultants notwithstanding Sponsor's approval of the subconsultant/subcontractor.

1.6 **Time of Performance.** The services of the Consultant shall be available from the date of Notice to Proceed for design to the completion of Construction Phase services, as noted in **Exhibit A**.

1.7 **Independent Contractor.** Consultant is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Agreement. Consultant shall not have authority to bind the Sponsor in any contract or agreement. Consultant will not participate in any retirement, bonus, welfare or benefit plans of the Sponsor. Consultant acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Sponsor, its elected officials, agents, or any program administered or funded by Chaffee County or the City of Salida. Consultant shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Consultant, or some other entity that is not a party to this Agreement.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant. The Consultant shall adhere to the hourly rate fee schedules attached as **Exhibit A** to this Agreement; however, Consultant may request reasonable annual adjustment of billing rates described in **Exhibit A** subject to Consultant providing Sponsor sixty (60) days' notice in writing of fee revisions and negotiation with an agreement by the Sponsor.

- (a) Compensation for services authorized by the Sponsor pursuant to this Agreement shall be based on the hours and rates contained the proposal provided in **Exhibit A**, after FAA has provided concurrence. Hourly rates are based on the established Master Contract billing rate for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if

requested. All eligible expenses will be outlined and generally approved by the Sponsor in writing beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the Sponsor. For reimbursable travel expenses under a Federal grant, the expenses will comply with the Federal travel policy rates.

2.2 **Method of Payment.** The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that the Consultant has performed the services and is entitled to the amount requisitioned under the terms of this Agreement, and after the FAA Grant for design and construction of this AWOS Installation Project has been received and accepted by the Sponsor.

- (a) For services, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that Consultant has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.

2.3 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices and progress reports which indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State and/or Federal project grant application requirements.

2.4 **Billing Address.** All billings will be sent to the attention of:

Chaffee County Administrator
PO Box 699
Salida, CO 81201.

2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices within thirty (30) days after the FAA Grant for design and construction of this AWOS Installation Project has been received and accepted by the County. At no time will payment of requisitions exceed thirty (30) days from the date of Sponsor's receipt of the invoice without notification to the Consultant, however, for services eligible for Federal funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at such time as the necessary funds are received by the Sponsor pursuant to Federal grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry consulting costs for no more than sixty (60) days to minimize interest overheads. It is also expressly understood that the Sponsor has the right to withhold payment on any invoice if Sponsor feels that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, the Sponsor must provide written notification and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

Further, Consultant acknowledges that the fees under this Agreement are funded partially or entirely by a grant. Sponsor reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any fees due under this Agreement if the Sponsor determines that the grant funds are no longer available to the Sponsor, for whatever reason.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. Consultant acknowledges that any work it performs beyond that specifically authorized by Sponsor is performed at Consultant's risk and without authorization under this Agreement. Sponsor shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, at its sole discretion, by written notice to the Consultant, terminate this Agreement in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If the termination is for the convenience of the Sponsor, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with the percent of completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the Consultant to fulfill Consultant's obligations under this Agreement, the Sponsor may take over the work and prosecute the same to completion, by contract or otherwise. If Sponsor terminates this Agreement because Consultant has breached this Agreement, Consultant may be required to refund Sponsor the compensation paid pursuant to this Agreement for work (or projects) found to be insufficient or incomplete. A breach of this Agreement shall include the failure by the Consultant to perform the work within the applicable time frames set forth in the respective project scope of work. In addition, Sponsor shall have all rights and remedies available at law or equity.

ARTICLE 5 - ASSURANCES

5.1 **Compliance with Laws.** By signing and accepting this Agreement, Consultant and any and all subconsultants acknowledge and confirm that they are familiar with all applicable federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction in connection with the project under this Agreement. No pleas or claims of misunderstanding or ignorance by Consultant or subconsultants shall in any way serve to modify the provisions of this Agreement. Consultant and subconsultants shall at all times observe and comply with all applicable federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the work or construction in connection with the project under this Agreement.

5.2 **Affirmative Action.** The Consultant has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity."

The Consultant shall, in all hiring or employment made possible by or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in the receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

The Consultant agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, State and federal laws respecting discrimination and unfair employment practices.

5.3 **Solicitations for Subconsultants.** In all solicitations by the Consultant for work to be performed under a subcontract, each potential subconsultant shall be notified by the Consultant of the Consultant's obligations under this Agreement and the regulations relative to non-discrimination on the grounds of race, color, or national origin. Subconsultants used in AIP related projects are required to follow the bid solicitation requirements.

5.4 **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it, the FAA, or CDOT may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Consultant under this Agreement until the Consultant complies and/or
- (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

5.5 **Information and Reports.** The Consultant shall provide information and reports as required by the AIP project, regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor, FAA, or CDOT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, FAA, or CDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5.6 **Incorporation of Provisions.** The Consultant shall include the provisions of the above paragraphs 5.1 through 5.5 in every subcontract unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract as the Sponsor, the FAA, or CDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

5.7 **Breach of Contract Terms.** Any violation or breach of the terms of this Agreement on the part of the Consultant or subconsultants may result in the suspension or termination of this Agreement or such other action which may be necessary to enforce the rights of the parties of this Agreement.

5.8 **Suspension and Debarment.** The Consultant confirms by acceptance of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. The Consultant further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to confirm this statement, it shall attach an explanation to this solicitation/proposal.

5.9 **Inspection of Records.** The Consultant shall maintain an acceptable cost accounting system. The Sponsor, FAA and CDOT shall have access to any books, documents, paper, and records of the Consultant which are directly pertinent to this Agreement and any other specific contract related thereto for the purposes of making an audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for five (5) years after the Sponsor makes final payment and all other pending matters are closed.

5.10 **Ownership of Documents and Other Data.** In accordance with FAA guidelines, all documents, including but not limited to, field notes, design notes, tracings, data compilations, studies and reports in any format, including but not limited to, written or electronic media, which are prepared/partially prepared under this Agreement are to be and remain the sole property of the Sponsor and are to be delivered to the Sponsor before final payment is made to the Consultant. To the extent allowed by law, the Sponsor agrees to hold harmless and release the Consultant from any liability arising out of, or resulting from, the Sponsor's use of such documents for other projects, or use in completing documents furnished by the Consultant, related to the preparation of final construction plans by others.

5.11 **Disadvantaged Business Enterprise (DBE) Assurances.** The Consultant agrees to ensure that DBEs have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with any Federal funds provided under this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

5.12 **Lobbying and Influencing Federal Employees.** No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

ARTICLE SIX - SUSPENSION OF WORK

The Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Sponsor.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and this Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance

would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

ARTICLE SEVEN - INSURANCE

The Consultant and any subconsultants shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance from a company authorized to do business in Colorado, which shall protect the Consultant from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,195,000.00 per occurrence and \$424,000.00 per person. This coverage should be provided on an ISO 1998 Form or the most current form. Coverage to include:
 - 1. Premises
 - 2. Products/Completed Operations if the work performed under this Agreement includes a manufacturing operation.
 - 3. Broad Form Comprehensive, General Liability
- (b) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 and include medical payments.
- (c) Statutory workers' compensation, employer's liability, and unemployment insurance for the State. Contractor shall secure and maintain employer's liability, Workers' Compensation Insurance and Unemployment Insurance as required by applicable law.
- (d) Employee Fidelity Bonding. In the event the Consultant hires employees to perform the services provided for hereunder, the Consultant shall secure and maintain a fidelity bond which protects Sponsor against loss arising from a fraudulent or dishonest act of the Consultant's employees.

The Consultant shall submit to the Sponsor certificates of insurance with a valid provision or endorsement that the Sponsor will be notified in writing at least thirty (30 days) prior to cancellation, termination, or any policy changes. The certificate(s) of insurance shall name the Sponsor as additionally insured as follows: County of Chaffee, State of Colorado, a body corporate and politic, and City of Salida, are named as Additional Insureds.

Certificates shall be forwarded to:
 Dan Short, Finance Department
 Chaffee County
 P.O. Box 699
 Salida, CO 81201

ARTICLE EIGHT – STANDARD OF CARE AND INDEMNIFICATION

The Consultant shall perform its services using that degree of care and skill ordinarily exercised under the same conditions by design professional practicing in the same field at the same time in the same or similar locality.

Consultant shall be liable and responsible for damages to persons or property caused by or arising out of the negligent actions, obligations, or omissions of the Consultant, its employees, agents, representatives or other persons acting under Consultant's direction or control in performing or failing to perform the work under this Agreement. Consultant will defend, indemnify and hold harmless Sponsor, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Consultant, its employees, agents or representatives, or other persons acting under Consultant's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during performance of this Agreement. Nothing in this indemnification agreement shall be construed in any way to be a waiver of Sponsors' immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time.

ARTICLE NINE - INTERESTS AND BENEFITS

9.1 **Interest of Consultant.** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interests shall be employed.

9.2 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his/her/their personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE TEN - ASSIGNMENT

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto: provided, however, that claims for money due or to become due to the Consultant from the Sponsor under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Sponsor.

ARTICLE ELEVEN - MISCELLANEOUS

11.1 **Consultant Cooperation.** Consultant shall cooperate and provide Sponsor all information requested by Sponsor for the purpose of submitting legally-required reports or forms to State or Federal agencies including, without limitation, the Internal Revenue Service and the Colorado Department of Revenue.

11.2 **Personal Identifiable Information.** If Consultant or any of its subconsultants or subcontractors will or may receive Personal Identifiable Information (“PII”) as defined in CRS § 24-73-101, *et seq.* and as may be amended from time to time, under this Agreement, Consultant shall provide for the security of such PII, in a manner and form acceptable to the Sponsor, including without limitation, all legal requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Consultant shall be a “Third-Party Service Provider” as defined in CRS § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS § 24-73-101.

11.3 **Controlling Law and Jurisdiction.** The interpretation and performance of this Agreement shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.

11.4 **Amendment.** This Agreement shall not be amended, except by subsequent written Agreement of the parties.

11.5 **Work By Worker Without Authorization Prohibited.**

- a. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement; or enter into a contract with a subcontractor who fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- b. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment (“Department”) Program.
- c. Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.
- d. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement, which is a public contract for services, knowingly employs or contracts with a worker without authorization, the Consultant shall be required to:
 - i. notify the subcontractor and Sponsor within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization (“Notice”); and
 - ii. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
- e. Consultant shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection C.R.S. § 8-17.5-102(5).

- f. If Consultant violates this paragraph, Sponsor may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Sponsor arising out of said violation.

11.6 **Certification Regarding Employing or Contracting with a Worker Without Authorization.** If Consultant has any employees or subcontractors, Consultant shall comply with C.R.S. §8-17.5-101, *et seq.*, regarding Worker Without Authorization - Public Contracts for Services, and this Agreement. By execution of this Agreement, Consultant certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

11.7 **Notices.** All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.

11.8 **Prohibition on Acceptance of Gifts.** Pursuant to Section 3 of Art. XXIX of the Constitution of the State, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:

- a. the aggregate value of things received from a single source does not exceed \$65/calendar year; or
- b. the County employee/elected official gave the donor consideration of equal or greater value; or
- c. an enumerated exception applies.

11.9 **Statutory and Regulatory Requirements.** This Agreement is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State generally. Without limiting the scope of this provision, this Agreement is specifically subject to the following:

- a. Payments under this Agreement may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Consultant has not paid amounts due to any person who has supplied labor or materials for the work to be performed under this Agreement.
- b. Consultant shall comply with all requirement of 23 CFR Part 172 and 23 CFR 172.5 and with any procedures implementing those requirements as provided by the State.
- c. Consultant shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- d. Constitutional Requirements - Fund Availability (Section 20(4)(b) of Art. X of the Constitution of the State of Colorado). The other provisions of this Agreement notwithstanding, financial obligations of Sponsor payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made

available. Sponsor is prohibited by law from making financial commitments beyond the term of its current fiscal year. Sponsor has contracted for goods and/or services under this Agreement and has reason to believe that sufficient funds will be available for the full term of this Agreement. Where, however, for reasons beyond the control of Sponsor as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Agreement is entered into, Sponsor shall have the right to terminate this Agreement by providing seven (7) days written notice to the Consultant, and will be released from any and all obligations hereunder. If Sponsor terminates this Agreement for this reason, Sponsor and Consultant shall be released from all obligations to perform the work under this Agreement and make payments hereunder, except that Sponsor shall be required to make payment for work under this Agreement which has been performed by Consultant prior to the effective date of termination under this provision; and, conversely, Consultant shall be required to complete any work under this Agreement for which Sponsor has made payment prior to providing written notice to Consultant of the termination.

- 11.10 **Entire Agreement.** All exhibits to this Contract and provisions set forth in County's Request for Proposal and Contractor's responses to County's Request for Proposal, if any, together with any alterations and/or modifications, are incorporated as part of this Contract and such represent the entire agreement between County and Contractor with respect to the transactions contemplated by this Contract and supersede all previous negotiations, commitments, letters of intent and other writings.
- 11.11 **Priority of Provisions.** In the event that any terms of this Agreement and/or any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
- 1st: This Agreement unless otherwise provided for in a subsequent agreement
 - 2nd: Request for Proposal (if applicable)
 - 3rd: Insurance Requirements
 - 4th: Exhibit A - Scope of Services and details of Consultant's Fees
 - 5th: Response to Request for Proposal
- 11.12 **Colorado Open Records Act.** All information provided under this Agreement is subject to public disclosure under the Colorado Open Records Act ("CORA") or the Colorado Criminal Justice Act ("CCJRA") unless clearly identified and marked as confidential and qualifies as confidential under CORA or CCJRA.
- 11.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- 11.14 **Survival.** All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 11.15 **Waiver.** Any waiver of a breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- 11.16 **Third Party Beneficiary.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to Sponsor and Consultant, and nothing contained in this Agreement shall give or allow any claim or right of

action whatsoever by any other or third person, except the State, the FAA and any other applicable State or federal regulatory agency. It is the express intent of the parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- 11.17 **Authority.** Each person signing this Agreement represents and warrants that s/he/they is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the its terms and conditions.
- 11.18 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this Agreement as of the date first written.

FOR THE Consultant

Dibble Engineering

By: _____
Jared Bass, PE
Vice President

Date: _____

FOR THE Sponsor

City of Salida

By: _____
Name

Title

Date: _____

Notice Address:

CHAFFEE COUNTY

Board of Commissioners of Chaffee County

By: _____
_____, [Acting] Chairman

Date: _____

Notice Address:

Attention: County Attorney

P.O. Box 699

Salida, Colorado 81201

Fax: 719.539.7442

EXHIBIT A

AWOS Installation Project Engineering Services Proposal **ATTACHED**

P 303.872.5726

2696 S Colo Blvd, Suite 330
Denver, CO 80222

dibblecorp.com

May 3, 2022

Harriet Alexander Field – Salida Airport
9255 County Rd. 140
Salida, CO 81201Attention: Mr. Zechariah Papp
Airport ManagerRE: ENGINEERING SERVICES PROPOSAL
AIG Project Number: 3-08-0049-022-2022
City Project Number: TBD
Install New Weather Reporting Equipment (AWOS)

We appreciate the opportunity to provide Engineering Design Phase and Project Management Services to the City of Salida and Chafee County for the Install New Weather Reporting Equipment (AWOS) Project at the Harriet Alexander Field – Salida Airport as depicted on **Figure 1** (attached). This proposal has been prepared in accordance with our understanding of the proposed project based on conversations with the Airport and County, the FAA, and a site visit.

We have prepared a scope of work describing our proposed services along with a fee proposal for your review and approval. Dibble's total lump sum fee per the attached scope of work is:

Engineering Design Phase Services:

- | | |
|--|----------|
| 1. Dibble (Design and Overall Project Management)..... | \$25,639 |
| 2. CR Engineering (Electrical)..... | \$8,333 |

Total Lump Sum Fee = \$33,972

Transmitted herewith is our proposed Scope of Work, Fee Summaries, Derivation of Fee Proposals, Estimated Manhours matrices, Estimated Allowance for Direct Costs (expenses), and Estimated Construction Cost.

We are very grateful for the opportunity to work with ANK on this important project. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,
Dibble EngineeringRick Zabel P.E.
Sr Project Manager
Airport DevelopmentJared Bass, P.E.
Vice President
Airport Development

**Harriet Alexander Field (Salida Airport)
Install New Weather Reporting Equipment (AWOS)
AIG Project No. 3-08-0049-022-2022
City Project No. TBD**

Introduction

Dibble has been requested by the City of Salida and Chaffee County (Sponsor) to provide design phase services for the Install New Weather Reporting Equipment (AWOS) project at the Harriet Alexander Field Airport (ANK or Airport).

The Dibble team has performed a site visit on March 18, 2022 to observe the existing conditions and proposed site location of the new ANK AWOS system. The existing AWOS equipment is outdated and in need of upgrades to modern technical standards. This proposal includes design for the new AWOS equipment installation, permitting, and bidding assistance. ANK will be responsible for providing electrical power to the site from the existing electrical panel near the terminal. ANK will also provide construction administration for the equipment installation.

This scope will provide a bid set of documents that meets the FAA AIP requirements and standards. All site work for the installation of equipment will conform to the AWOS Site Preparation Manual per manufacturer's recommendation. No structural engineering design will be provided for equipment foundations however, a prior ANK geotechnical investigation report will be furnished to the contractor.

It is anticipated that this project will be funded by an FAA AIG grant in Fiscal Year 2022 and local Chaffee County funding. The County funding shall include Design and Bid Phase Services and the AIG grant will include Construction Phase Services.

This proposal is based on the following: under contract with the Town of Salida by May 2022, receiving a FAA AIG grant by Sept 2022, an estimated 2-month design phase (May-July 2022); 1-month bid phase (Aug/Sep 2022); and construction occurring around Oct 2022. The construction timeframe may vary depending on grant issuance.

Design Phase Services (Lump Sum)

1) General Project Management and Pre-Design Tasks:

- a) Project Management and Administration: Dibble will provide and direct all project management and coordination of the design team and will provide coordination between design team members, the Sponsor, and other interested stakeholders as necessary. Administration tasks such as file coordination and miscellaneous project communications throughout the course of the design phase, and project printing and packaging at each submittal level will also be included under this task.

Monthly invoicing shall be submitted to the Sponsor in a format acceptable to the Sponsor.

- b) FAA AIG Grant Application Coordination: Dibble will assist the Sponsor with receiving, processing, and closure of the FAA Grant. Dibble will also assist with the preparation and submittal of payment requests and drawdowns on the grant.

2) Design Start-Up and Data Collection:

- a) Existing Document Research and Coordination: Dibble will gather and review all available as-builts or record drawings, utility maps, surveys, design plans, studies, reports and miscellaneous projects at the

airport, relevant to this project. This item shall also consist of reviewing the existing data available for the current AWOS and subsoil conditions. All of this information will be coordinated with the design team so that any specific data important to the design of this project can be identified and obtained during the field activities.

- b) **Project Kick-Off Meeting:** Dibble will hold a Project Kick-Off meeting with the Sponsor and any airport stakeholder as determined by the Sponsor, and the key team members at the very beginning of the project. Discussion items may include: design team, control of correspondence, design standards, design schedule, project submittals/deliverables, and coordination of anticipated impacts to airport operations and/or tenants during design (i.e. additional data, information, etc.). Meeting is anticipated to be virtual.

3) **100% Project Development:**

- a) **100% Design Plans:** Dibble will develop 100% plans that provides the Sponsor with the full layout of the project for review and approval before providing full design for the budgeted amount.

100% plans shall include the following, (please note that additional sheets may be provided at later submittals):

- Cover Sheet
- Design Legend, Abbreviations and Sheet Index
- General Construction Notes and Quantities
- Project Site Plan, Contractor Staging and Storage Area and Contractor's haul route
- Construction Phasing and Barricade Plan
- Electrical sheets from CR Engineers (5 sheets). See CR's scope attached

Estimated Total Sheet Count = 10 Total sheets

- b) **Draft and Final CSPP:** Dibble will develop a Draft and Final CSPP and submit to the FAA's OE/AAA website.
- c) **Draft Engineer's Design Memo:** Dibble will prepare a draft engineer's memo similar to the latest FAA – Northwest Mountain Region suggested outline. The draft memo shall provide design criteria and standards anticipated to be used in developing the construction documents (i.e. plans and technical specifications). The draft memo shall document the upfront investigative results such as AWOS site location and power supply tap. The report shall cover the following (at a minimum):
- Project Scope of Work
 - Photographs of the Project Site
 - List of anticipated and applicable Design Standards (FAA AC 150/5300-13)
 - Engineer's Opinion of Probable Construction Cost (i.e. Total Project and Construction Cost)
 - Construction Safety and Phasing
 - Miscellaneous Work Items
 - Pre-Design Meeting Minutes
- d) **100% Quantities and Engineer's Opinion of Probable Construction Cost (OPCC):** Dibble will prepare a 100% OPCC based on the preliminary construction plans on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- e) **100% Review Meeting:** Dibble will hold a meeting shortly after the 100% Submittal with the Sponsor to discuss the preliminary submittal. We will discuss the plans, engineer's memo, anticipated funding, and the remaining steps to finalize the project based on the approved scope of work and anticipated budget. It is anticipated that this meeting will be held virtually.

Design elements will be reviewed and/or confirmed such project limits, drainage conditions, etc. Inconsistencies found during the field investigations (if any) will be corrected on the construction documents.

- f) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble will also perform additional Quality Control (QC) reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager.
- g) Draft Contract Documents and Technical Specification: Dibble will prepare the draft contract documents and technical specifications.

4) Final (Bid) Documents:

- a) Final Plans: Dibble will prepare final, sealed, final plans that will address all internal and external review comments by the Sponsor. The plans will be prepared for the bidding phase.
- b) Final Contract Documents and Technical Specification: Dibble will prepare the final bid contract documents and technical specifications including all internal and external review comments by the Sponsor.
- c) Final Quantities and Engineer's OPCC: Based on the final construction plans and technical specifications, Dibble shall provide a final bidding schedule in the contract documents and an OPCC based on a unit price basis, reflecting recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) Final Engineer's Design Memo: The final engineer's design memo shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including the Sponsor.
- e) Construction Staging and Storage Area Site Plan Submittal to OE/AAA: Dibble will prepare a final exhibit that illustrates the Contractor's Staging and Storage Area, Haul Route, anticipated construction equipment heights, and location of construction equipment.
- f) Update ALP: Dibble will update the ALP to reflect the new location of the AWOS.

Miscellaneous Scope of Work Items

5) Project Deliverables (electronic submittal only):

- a) 100% Submittal: The 100% Submittal shall include 100% plans, Draft Engineer's Design Memo, Draft Contract Documents and Technical Specification, and 100% quantities and OPCC.
- b) Final (Bid) Submittal: the Final Submittal shall include 100% Final plans, Final Engineer's Design Memo, Final Contract Documents and Technical Specifications, and 100% quantities and OPCC and Final Construction Report & Final Record Drawings.

Each submittal will be posted on the Dibble Webshare database electronically (i.e. PDF documents) for the client's convenience.

At the completion of the project (i.e. after construction), the Sponsor will be given a thumb drive or CD containing all electronic final deliverables including the Record Drawings and Final Construction Report.

6) Miscellaneous and Assumptions:

- a) All plans are to be prepared in AutoCAD Civil 3D 2019.
- b) It is anticipated that this project will be designed with a single Bid Schedule.
- c) The following number of trips are anticipated by the Project Manager for the Design Phase to cover the meetings identified in this scope:

1. Design Phase – 1 Trip:
Site visit for verifying AWOS site location

7) Exclusions To This Scope of Work:

- a) Landscape, Irrigation, and Environmental Design Services.
- b) Bidding services for advertising in local media
- c) Design of power supply from existing power source to within 25 ft of AWOS site
- d) Construction Administration services
- e) Geotechnical Engineering services
- f) Structural Engineering, Mechanical, or Architectural Design Services.
- g) Environmental Evaluation or assessments including a federal CATEX, EIS, and EA.
- h) Topographic surveying

Firm: Dibble
 On-Call Engineering
 Project: **Install New Weather Reporting
 Equipment (AWOS)
 Design Only Services**
 Harriet Alexander Field (Salida Airport)
 Date: 5/3/2022



Contract Number: TBD
 Project Number: Item 4.
 Task Number: 4
 Amendment Number: NA
 FAA Number: TBD
 CDOT Number: TBD

Summary	Dibble	Subs
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A. Design Phase Services

	Fee	Type		
1 Dibble.....	\$25,639	Lump Sum	\$25,639	
2 CR Engrs.....	\$8,333	Lump Sum		\$8,333.19
Design Phase Subtotal.....	\$33,972		\$25,639	\$8,333.19

	TOTAL	Dibble	Subconsultants
Total.....	\$33,972	\$25,639	\$8,333

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	Install New Weather Reporting Equipment (AWOS)	Task Number:	4
	Design Only Services	Amendment Number:	NA
	Harriet Alexander Field (Salida Airport)	FAA Number:	TBD
Date:	5/3/2022	CDOT Number:	TBD

DESIGN PHASE SERVICES SUMMARY

Classification	Total Hours	Billing Rates	Total Costs
1 Principal	0	\$287.00	\$0.00
2 Senior Project Manager	38	\$226.00	\$8,588.00
3 Project Manager	4	\$193.00	\$772.00
4 Senior Engineer	0	\$184.00	\$0.00
5 QA/QC Manager	12	\$187.00	\$2,244.00
6 Project Engineer	59	\$165.00	\$9,735.00
7 Senior Designer	28	\$139.00	\$3,892.00
8 Admin Assistant	2	\$82.00	\$164.00

Totals:	143		\$25,395.00
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DESIGN PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Submittal Printing (Dibble).....	\$0.00	Direct Cost
3 Travel (Dibble).....	\$164.72	Direct Cost
4 Meals (Dibble).....	\$79.00	Direct Cost

Sub-Total for Direct Costs..... **\$243.72**

DESIGN PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 CR Engineers	\$8,333.19	Lump Sum

Sub-Total for Subconsultants: **\$8,333.19**

DESIGN PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$33,972.00

Firm: Dibble
On-Call Engineering
Project: **Install New Weather Reporting Equipment (AWOS)
Design Only Services**
Harriet Alexander Field (Salida Airport)
Date: 5/3/2022

Contract Number: TBD
Project Number: TBD
Task Number: 4
Amendment Number: NA
FAA Number: TBD
CDOT Number: TBD

DESIGN PHASE SERVICES - ESTIMATED MANHOURS									
TASK	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General Project Management and Pre-Design Tasks									
1a Project Management & Administration		5						2	7
1b FAA Grant Application Coordination		2				4			6
2 Design Start-Up and Data Collection									
2a Existing Document Research and Coordination		4				2			6
2b Project Kick-Off Meeting		2				2			4
3 Final Submittal									
3a 100% Design Plans		2			1		12		15
3b Draft and Final CSPP		4			1	16	4		25
3c Draft Engineer's Design Memo		2				8			10
3d 100% Quantities and Engineer's OPCC		1				4			5
3e 100% Review Meeting		2				2			4
3f Internal QA/QC Project Review		2			4				6
3g Draft Documents and Technical Specifications		2			3	8			13
4 100% Final Documents									
4a Final Plans		1				4			5
4b Final Contract Documents and Technical Specifications		3				3			6
4c Final Quantities and Engineer's OPCC		2			2				4
4d Final Engineer's Design Memo		1				2			3
4e Construction Staging and Storage Area Site Plan Submittal to OE/AAA		2				2			4
4f Update ALP		1	4		1	2	12		20
TOTAL HOURS BY CLASSIFICATION	0	38	4	0	12	59	28	2	143

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	Install New Weather Reporting Equipment (AWOS)	Task Number:	4
	Design Only Services	Amendment Number:	NA
	Harriet Alexander Field (Salida Airport)	FAA Number:	TBD
Date:	5/3/2022	CDOT Number:	TBD

DESIGN PHASE SERVICES DIRECT COSTS

1. PRINTING (100% (Bid Set) Submittals)

a.	0	Submittals of (2 Copies Full-Size Bond Plans)	16 sheets =	16 Sheets @	\$3.00 /sheet	\$0.00
b.	0	Submittals (4 Copies Scaled 1/2-Size Plans)	16 sheets =	16 Sheets @	\$0.50 /sheet	\$0.00
c.	0	Plotting	16 sheets =	16 Sheets @	\$3.00 /sheet	\$0.00
d.	0	Submittals for Spec Book (2 copies @ 350 pages each)	@	350 Sheets @ (double-sided)	\$0.10 /sheet	\$0.00
e.	0	Submittals for Eng. Report (2 copies @ 150 pages each)	@	150 Sheets @ (single-sided)	\$0.60 /sheet	\$0.00

2. Lodging

a.	0	Day	0 Staff	\$119.00 /Day (2022 Federal Per Diem)	\$0
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3. Travel

a.	1	Trips	284 miles	\$0.580 /mile (2022 Federal Per Diem)	\$165
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4. Meals

a.	1	Days	1 Staff	\$79.00 /Day (2022 Federal Per Diem)	\$79.00
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DESIGN PHASE TOTAL	\$244
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April 29, 2022

Dibble Engineering
2696 South Colorado Blvd., Suite 330
Denver, Colorado 80222

Attn.: Mr. Rick Zabel, P.E.

Re: Project Name: Harriett Alexander Field – New AWOS III P/T
Proposal for Electrical Design Services
CRE Proposal No. 22010

Dear Mr. Zabel,

We thank you for choosing our firm to work as your engineer for the above project. We are pleased to present our proposal for each project in the listed attachments below.

Scope of Work: See attached Exhibit A.

Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Catherine Alcorn", written over a horizontal line.

Catherine Alcorn, P.E.
President

SCOPE OF WORK

HARRIETT ALEXANDER FIELD NEW AWOS III P/T DESIGN SERVICES

Prepared by CR Engineers, Inc.
MAY 2, 2022

CR Engineers (CRE) shall prepare designs, plans, specifications, quantities, and estimates for the new AWOS III P/T project at Harriett Alexander Field.

The electrical design will include the following components:

- a) Design and specification of a new AWOS III P/T system which will communicate via radio link to the new AWOS Central Data Processor to be located by others. Electrical design plans will include AWOS site grounding and underground conduit layout, and electrical power distribution design for the AWOS equipment.

CRE will perform Quality Assurance/Quality Control reviews prior to each submittal.

CRE will prepare the electrical portion of the Engineer's memo including project scope, design standards used, electrical design and criteria, and estimated costs and quantities.

Specifications

CRE will prepare electrical Technical Specifications based on current FAA Advisory Circular requirements for all work specified.

Submittals:

The 100% design submittal will include design plans, specifications, engineer's report, and cost/quantity estimates.

The final design submittal will include final design plans, specifications, engineer's report, and cost/quantity estimates.

Meetings:

CRE will also attend the following meetings: design kick-off meeting and one review meetings via teleconference.

Exclusions:

The scope of excludes the design of the power source to the proposed AWOS site, including electrical load calculations to the existing electrical utility service and complete single line diagram. Also excluded are bid phase and construction administration services.

Fees

See attached Exhibit B for proposed fee schedule and detailed task descriptions.

CR Engineers, Inc.

1.0 Design Fee Proposal Worksheet

New AWOS III P/T

Date: 04/29/22

CRE Proposal No.: 22010

Item 4.

	Task Description	Quantity	Project Manager /Engineer	Senior Designer	CADD Designer / Manager	Senior Field Inspector	Project Assistant	Total Hours
1.1	Meetings							
1.1.2	Kick Off Meeting	1	1.0					1.0
1.1.3	Review Meetings	1	1.0					1.0
1.2	Contract Documents							
1.2.1	Electrical Drawing(s)	5	2.0	16.0	24.0			42.0
1.2.2	Tech Specifications		1.0	4.0			2.0	7.0
1.2.3	Design Memo		1.0	2.0			1.0	4.0
1.2.4	Cost Estimate / Quantities		1.0			4.0		5.0
1.2.5	100% Submittal		2.0	2.0	2.0			6.0
1.2.6	Final Submittal		1.0		1.0	1.0	1.0	4.0
1.2.7	Client Coordination		1.0		2.0		1.0	4.0
1.0	Totals		11.0	24.0	29.0	5.0	5.0	74.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:		\$66.80	\$41.90	\$33.15	\$41.90	\$23.80	
	Direct Labor:		\$734.80	\$1,005.60	\$961.35	\$209.50	\$119.00	
	Overhead:		\$1,102.20	\$1,508.40	\$1,442.03	\$314.25	\$178.50	
	Overhead + Direct Lab:		\$1,837.00	\$2,514.00	\$2,403.38	\$523.75	\$297.50	
	(OH + Direct) x Profit:		\$183.70	\$251.40	\$240.34	\$52.38	\$29.75	
1.0	Total Fees		\$2,020.70	\$2,765.40	\$2,643.71	\$576.13	\$327.25	\$8,333.19



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	July 19, 2022

ITEM

Approval of Engineering Agreement – Harriet Alexander Field – On-Call General Services

BACKGROUND

The City of Salida, in conjunction with Chaffee County, must continue to ensure that the operations at the Salida Airport (Harriet Alexander Field) are safe and in compliance with federal and state guidelines with best engineering practices. Since 2019, the City and County have been under contract with Dibble Engineering to provide on-call engineering services for the Airport. The contract with Dibble is intended to provide a streamlined method for the Airport to authorize small, on-demand services on an as-needed basis. The attached contract would provide for those services listed in Exhibit A of the draft contract.

FISCAL NOTE

Total cost of the contract is \$24,240; the City of Salida is responsible for half of the costs of said contract, or \$12,120. This amount can be accommodated in the Airport's budgeted allotment for 2022.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the contract with Dibble Engineering for On-Call General Services at Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

CONSULTING SERVICES AGREEMENT

Harriet Alexander Field – Salida Airport On-Call General Services Contract

This Agreement, entered into as of this _____ day of _____, 2022, by and between:

CITY OF SALIDA and CHAFFEE COUNTY

hereinafter also referred to as the
Sponsor

Harriet Alexander Field - Salida Airport

P.O. Box 699
104 Crestone Ave.
Salida, CO 81201

hereinafter also referred to
as the **Sponsor**

AND:

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC, dba DIBBLE

2696 South Colorado Blvd., Suite 330
Denver, CO 80222

hereinafter also referred to
as the **Consultant**

For the purpose of the Sponsor to retain the Consultant to provide professional airport consulting services for the development of the Harriet Alexander Field - Salida Airport, including, but not necessarily limited to: engineering/design services for the above-referenced project, including development of plans/construction drawings, specifications, special provisions, design reports, studies, and other documents as required; bid phase services, including coordination and attending pre-bid meetings and bid opening meetings, responding to contractor questions, issuing addenda to contract documents, and providing bid analysis and tabulations; and construction phase services including on-site construction inspection/observation, construction contract administration, contractor document responses, and project close-out activities, including final construction reports and Record Drawings.

The Sponsor and Consultant hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Engagement of the Consultant.** In consideration of the mutual promises contained in this Agreement and in the *On-Call Contract Master Agreement for Airport Engineering and Construction Management Services* dated August 14, 2019 (Master Agreement), the Sponsor engages the Consultant to render professional airport consulting services in furtherance of the development, operation, and management of airports under the control of the City of Salida and Chaffee County, in accordance with all the terms and conditions contained in this Agreement and the Master Agreement.

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, and other Sponsoring agencies such as the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics Division, the services generally outlined below and as fully detailed in Exhibit A: *Engineering Services Proposal – On-Call General Services* ("Task") attached hereto. The Consultant is authorized to utilize the services of independent contractors, subconsultants, and subcontractors, when such services are warranted and agreed upon by the Sponsor.

- (a) The Consultant shall render services as the Sponsor's professional airport Consultant, giving consultation and advice as needed. The Consultant shall provide project-related general project administration including but not necessarily limited to: Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and state and regional review as required;
- (b) Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (FAA), Colorado Department of Transportation (CDOT) – Aeronautics Division, airport users, city, county, and other interested parties;
- (c) Review, and revise as necessary, the airport drawings which provide the basis for the project design;
- (d) Prepare preliminary Plans and Specifications and cost estimates for the design and construction;
- (e) Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor for projects that may be funded by the Sponsor, FAA, and/or CDOT Aeronautics;
- (f) Prepare an Engineer's Design Report, including estimates of final quantities and opinion of probable construction costs. The draft report will be submitted with the preliminary Plans and Specifications, and the final report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA and or CDOT Aeronautics;
- (g) Prepare or assist in the preparation of an application for federal funds and a property map;
- (h) Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;
- (i) Provide complete sets of approved Plan and Specifications and other contract documents for the bidding of the project;
- (j) Arrange for and conduct a pre-bid conference and job showing;
- (k) Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;
- (l) Provide Field engineering services.

1.3 **Responsibility of the Consultant.** Consultant shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by contract professionals performing services of a similar nature to those described in this Contract. Consultant shall further be responsible for the timely completion, and acknowledges that a failure to comply with the Project Documents may result in Sponsor's decision to withhold payment or to terminate this Contract. Consultant shall be responsible for the technical accuracy of its services, data and documents resulting therefrom and Sponsor shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation, except to the extent that such action is directly attributable to deficiencies in Sponsor-furnished information that is not verifiable through outside sources.

Consultant shall secure at Consultant's own expense all necessary certificates, licenses and permits required in connection with the work contemplated by this Contract or any part of this Contract, and shall give all notices required by law, ordinance or regulation.

Federal Compliance: Consultant represents and covenants to Sponsor that all services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subconsultants.** At the time subconsultant services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subconsultant firm. The Consultant must receive approval in writing from the Sponsor prior to utilization of a subconsultant. Consultant shall be responsible for the work of all subconsultants notwithstanding Sponsor's approval of the subconsultant.

1.6 **Time of Performance.** The services of the Consultant shall be available for one year from the date of full execution of this Contract.

1.7 **Independent Contractor.** Consultant is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Consultant shall not have authority to bind the Sponsor in any contract or agreement. Consultant will not participate in any retirement, bonus, welfare or benefit plans of the Sponsor. Consultant acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Sponsor, its elected officials, agents, or any program administered or funded by Chaffee County or the City of Salida. Consultant shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Consultant, or some other entity that is not a party to this Contract.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

21 **Compensation.** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant. The Consultant shall adhere to the hourly rate fee schedules attached as **Exhibit A** to this agreement; however, Consultant may request reasonable annual adjustment of billing rates described in **Exhibit A** subject to Consultant providing Sponsor sixty (60) day notice in writing of fee revisions and negotiation with, and agreement by the Sponsor.

(a) Compensation for services authorized by the Sponsor for this Task shall be based on the hours and rates contained the proposal provided in **Exhibit A**, after FAA has provided concurrence. Hourly rates are based on the established Master Contract billing rate for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the Sponsor beforehand and will

include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the Sponsor. For reimbursable travel expenses under a federal grant, the expenses will comply with the federal travel policy rates.

22 **Method of Payment.** The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that the Consultant has performed the services and is entitled to the amount requisitioned under the terms of this Agreement, and, if applicable, any FAA Grant has been received and accepted by the County.

- (a) For services, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.

23 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices and progress reports which indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State of Colorado and/or Federal project grant application requirements, if applicable.

24 **Billing Address.** All billings will be sent to the attention of:

Chaffee County Administrator
PO Box 699
Salida, CO 81201.

25 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices within thirty (30) days of receipt. At no time will payment of requisitions exceed thirty (30) days from the date of Sponsor's receipt of the invoice without notification to the Consultant; however, for services eligible for federal funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at such time as the necessary funds are received and accepted by the Sponsor pursuant to federal grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Consulting costs for no more than sixty (60) days to minimize interest overheads. It is also expressly understood that the Sponsor has the right to withhold payment on any invoice if Sponsor feels that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, the Sponsor must provide written notifications and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause

must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. Consultant acknowledges that any work it performs beyond that specifically authorized by Sponsor is performed at Consultant's risk and without authorization under this Contract. Sponsor shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, at its sole discretion, by written notice to the Consultant, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If the termination is for the convenience of the Sponsor, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the Consultant to fulfill Consultant's contract obligations, the Sponsor may take over the work and prosecute the same to completion, by contract or otherwise. If Sponsor terminates this contract because Consultant has breached this Contract, Consultant may be required to refund Sponsor the compensation paid pursuant to this Contract for work (or projects) found to be insufficient or incomplete. A breach of this Contract shall include the failure by Consultant to perform the work within the applicable time frames set forth in the respective project scope of work. In addition, Sponsor shall have all rights and remedies available at law or equity.

ARTICLE 5 - ASSURANCES

5.1 **Compliance with Laws.** By signing this Contract, Consultant represents that it and Subconsultant(s) are familiar with all applicable federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Consultant or Subconsultant shall in any way serve to modify the provisions of the Contract. Consultant and Subconsultant shall at all times observe and comply with all applicable federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project.

5.2 **Affirmative Action.** The Consultant has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity."

The Consultant shall, in all hiring or employment made possible by or resulting from this Contract, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational

qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in the receipt of the benefit of any services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

5.3 **Solicitations for Subconsultants.** In all solicitations by the Consultant for work to be performed under a subcontract, each potential subconsultant shall be notified by the Consultant of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin. Subconsultants used in AIP related projects are required to follow the bid solicitation requirements.

5.4 **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the FAA, or CDOT may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Consultant under the contract until the Consultant complies and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

5.5 **Information and Reports.** The Consultant shall provide information and reports as required by the AIP project, regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor, FAA, or CDOT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, FAA, or CDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5.6 **Incorporation of Provisions.** The Consultant shall include the provisions of the above paragraphs 5.1 through 5.5 in every subcontract unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract as the Sponsor, the FAA, or CDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

5.7 **Breach of Contract Terms.** Any violation or breach of the terms of this contract on the part of the Consultant or subconsultant(s) may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

5.8 **Suspension and Debarment.** The Consultant confirms by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to confirm to this statement, it shall attach an explanation to this solicitation/proposal.

5.9 **Inspection of Records.** The Consultant shall maintain an acceptable cost accounting system. The Sponsor, FAA and CDOT shall have access to any books, documents, paper, and records of the

Consultant which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for five (5) years after the Sponsor makes final payment and all other pending matters are closed.

5.10 Ownership of Documents and Other Data. In accordance with FAA guidelines, all documents, including but not limited to, field notes, design notes, tracings, data compilations, studies and reports in any format, including but not limited to, written or electronic media, which are prepared/partially prepared under this contract are to be and remain the sole property of the Sponsor and are to be delivered to the Sponsor before final payment is made to the Consultant. The Sponsor agrees to hold harmless and release the Consultant from any liability arising out of, or resulting from, the Sponsor's use of such documents for other projects, or use in completing documents furnished by the Consultant, related to the preparation of final construction plans by others.

5.11 Disadvantaged Business Enterprise (DBE) Assurances. The Consultant agrees to ensure that disadvantaged business enterprises have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with any Federal funds provided under this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

5.12 Lobbying and Influencing Federal Employees. No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

ARTICLE SIX - SUSPENSION OF WORK

The Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Sponsor.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

ARTICLE SEVEN - INSURANCE

The Consultant or any subconsultant shall maintain during the life of this Contract, the following minimum public liability and property damage insurance which shall protect the Consultant from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Contract and the limit of liability for such insurance shall be as follows:

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,195,000.00.

- (b) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- (c) Statutory workers compensation and employer's liability insurance for the State of Colorado.

The Consultant shall submit to the Sponsor certificates of insurance with assurances that the Sponsor will be notified at least 30 days prior to cancellation or any policy changes. The certificate or insurance shall name the Sponsor as additionally insured.

ARTICLE EIGHT – STANDARD OF CARE AND INDEMNIFICATION

The Consultant shall perform its services using that degree of care and skill ordinarily exercised under the same conditions by design professional practicing in the same field at the same time in the same or similar locality.

Consultant shall be liable and responsible for damages to persons or property caused by or arising out of the negligent actions, obligations, or omissions of Consultant, its employees, agents, representatives or other persons acting under Consultant's direction or control in performing or failing to perform the work under this Contract. Consultant will indemnify and hold harmless Sponsor, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the negligent actions or omissions of Consultant, its employees, agents or representatives, or other persons acting under Consultant's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of Sponsors' immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time.

ARTICLE NINE - INTERESTS AND BENEFITS

9.1 **Interest of Consultant.** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interests shall be employed.

9.2 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE TEN - ASSIGNMENT

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto: provided, however, that claims for money due or to become due to the Consultant from the Sponsor under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer

shall be furnished promptly to the Sponsor.

ARTICLE ELEVEN - MISCELLANEOUS

11.1 **Governing Law and Jurisdiction.** The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.

11.2 **Amendment.** This Contract shall not be amended, except by subsequent written Contract of the parties.

11.3 **Prohibition on Acceptance of Gifts.** Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:

- a. the aggregate value of things received from a single source does not exceed \$65/calendar year;
or
- b. the County employee/elected official gave the donor consideration of equal or greater value;
or
- c. an enumerated exception applies.

11.4 **Statutory and Regulatory Requirements.** This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:

- a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
- b. Consultant shall comply with all requirement of 23 CFR Part 172 and 23 CFR 172.5 and with any procedures implementing those requirements as provided by the State of Colorado (the "State")
- c. Contractor shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

11.5 **Priority of Provisions.** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st: This Contract unless otherwise provided for in a subsequent agreement
- 2nd: Request for Proposal (if applicable)
- 3rd: Insurance Requirements
- 4th: Exhibit A - Scope of Services and details of Consultant's Fees
- 5th: Response to Request for Proposal

11.6 **Colorado Open Records Act.** All information provided under this Contract is subject to public disclosure under the Colorado Open Records Act ("CORA") or the Colorado Criminal Justice Act ("CCJRA") unless clearly identified and marked as confidential and qualifies as confidential under CORA or CCJRA.

- 11.7 **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- 11.8 **Survival.** All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.
- 11.9 **Waiver.** Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- 11.10 **Third Party Beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to Sponsor and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person, except the State of Colorado, the FAA and any other applicable state or federal regulatory agency. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- 11.11 **Authority.** Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.
- 11.12 **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this Contract as of the date first written.

FOR THE Consultant

Dibble

By: _____
Jared Bass, PE
Vice President

Date: _____

FOR THE Sponsor

City of Salida

By: _____
Name

Title

Date: _____

Notice Address:

CHAFFEE COUNTY

Board of Commissioners of Chaffee County

By: _____
_____, Chairman/Acting Chairman

Date: _____

Notice Address:

Attention: County Attorney

P.O. Box 699

Salida, Colorado 81201

Fax: 719.539.7442

EXHIBIT A

Item 5.

Engineering Services Proposal – On-Call General Services

P 303.872.5726

2696 S Colo Blvd, Suite 330
Denver, CO 80222

*dibblecorp.com**May 25, 2022*

Harriet Alexander Field – Salida Airport
9255 County Rd. 140
Salida, CO 81201

Attention: Mr. Zechariah Papp
Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
On-Call General Services

We appreciate the opportunity to provide On-Call General Services to City of Salida and Chafee County at the Harriet Alexander Field – Salida Airport (ANK). This General Services authorization is intended to provide a streamlined method for ANK to authorize small, on-demand support services on an as-needed basis. The On-Call General Services may include the following Airport Planning and Engineering services:

- Topographic and General Survey
- Civil Airport Design and Exhibits
- Cost Estimates
- Federal and State Grant Applications
- Geographical Information Systems (GIS) and Exhibits
- Capital Improvement Programming
- Pavement Evaluations (PCNs, PCIs, etc)
- Landside Improvements Design
- Development of Categorical Exclusions
- Airspace and Construction Analysis
- SWPPP Services
- Planning Studies
- ALP Updates
- Noise and Land Use Analysis and Studies
- Airport Specific Area Plan Update

Dibble will submit via email an estimated cost for each task assigned by ANK under this General Services Proposal, with an approval email from ANK being our authorization for that task. Dibble will perform these services for the following Time and Material (T&M) Not-To-Exceed (NTE) fees:

On-Call General Services:

1. Airport Planning and Engineering General Services..... \$24,240

This T&M, NTE effort provides the following hours for potential work needed at ANK:

- Sr. Pm (Jared or Rick): 40 Hours
- Project Engineer (Mike, Mitch, or Jim): 50 Hours
- Sr. Designer (Travis): 50 Hours

We are very grateful for this opportunity to support the City and County in the continued development of the Airport. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,
Dibble



Jared Bass, P.E.
Airport Development Senior Project Manager
Vice President
Enclosures

DIBBLE

Firm: Dibble
 On-Call Engineering
 Project: **General On-Call Services**
Planning and Engineering Tasks
 Harriet Alexander Field (Salida Airport)
 Date: 5/25/2022



Contract Number: TBD
 Project Number: TBD
 Task Number: TBD
 Amendment Number: N/A
 FAA Number: TBD
 CDOT Number: TBD

Item 5.

Summary

Dibble

Subs

A. General On-Call Services

	Fee	Type	
1 Dibble.....	\$24,240	T&M	\$24,240

	TOTAL	Dibble	Subconsultants
Total.....	\$24,240	\$24,240	

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	General On-Call Services	Task Number:	TBD
	Planning and Engineering Tasks	Amendment Number:	N/A
	Harriet Alexander Field (Salida Airport)	FAA Number:	TBD
Date:	5/25/2022	CDOT Number:	TBD

DESIGN PHASE SERVICES SUMMARY

Classification	Total Hours	Billing Rates	Total Costs
1 Principal	0	\$287.00	\$0.00
2 Senior Project Manager	40	\$226.00	\$9,040.00
3 Project Manager	0	\$193.00	\$0.00
4 Senior Engineer	0	\$184.00	\$0.00
5 QA/QC Manager	0	\$187.00	\$0.00
6 Project Engineer	50	\$165.00	\$8,250.00
7 Senior Designer	50	\$139.00	\$6,950.00
8 Admin Assistant	0	\$82.00	\$0.00

Totals:	140		\$24,240.00
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DESIGN PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1	\$0.00	Direct Cost
2	\$0.00	Direct Cost

Sub-Total for Direct Costs..... **\$0.00**

DESIGN PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1	\$0.00	Lump Sum
2	\$0.00	Lump Sum

Sub-Total for Subconsultants: **\$0.00**

DESIGN PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$24,240.00

Firm:

Dibble

On-Call Engineering

Project:

General On-Call Services

Planning and Engineering Tasks

Harriet Alexander Field (Salida Airport)

Date:

5/25/2022

Contract Number: TBD

Project Number: TBD

Task Number: TBD

N/A nent Number: N/A

FAA Number: TBD

CDOT Number: TBD

Item 5.

DESIGN PHASE SERVICES - ESTIMATED MANHOURS									
TASK	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General On-Call Planning and Engineering Tasks									
1a Project Management & Administration		40				50	50		140
TOTAL HOURS BY CLASSIFICATION	0	40	0	0	0	50	50	0	140



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	7/19/22

ITEM

Consent Agenda

Council Action - Approve entering into a contract with Lowry Contracting Inc. upon legal team review.

BACKGROUND

The River corridor master plan sets a timeline for improvement and maintenance projects. It calls out to have the Scout Wave Rebuilt in 2023. The project was budgeted for, the planning and engineering are complete and the contract terms are negotiated.

Screenshot from Master Plan addressing the Scout Wave:



Boat Ramp Beach Estimated Cost: \$125,000

Temporary Boatramp/Parking Area Estimated Cost: \$15,000-\$20,000

Scout Wave Rework

The Scout Wave was built in 2010 and was the first river feature in the State of Colorado intentionally designed for river surfing. The Scout Wave (named after its proximity to the Scout Hut) has been successful however its performance and functionality have declined in the past few years due to the installation of the Riverwalk to City Hall. Additionally, the Scout Wave was an experimental design, and the technology has improved dramatically over the past few years, as evidenced by the success of the recent Office Wave improvements. In addition to replacing the drop structure the plan includes a grade control mattress, a structure that improves the plunge pool below the Scout Wave and improves egress from the river for tubers, surfers and boaters alike. The Scout Wave project is underway and planned for 2022. US Army Corps of Engineers permits have been submitted and the preliminary design is complete.

The goal of the Scout Wave re-construction is to create another surf wave like the Office Wave to spread out the use and offer another surfing venue for this fast-growing segment of whitewater sports. Next steps include final design and floodplain permitting. Construction is tentatively slated for Fall of 2022.



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE 7/19/22
---	--	------------------------

Timeline:

Whitewater Park Capital Improvements				
Proposed Timeline				
	2022	2023	2024	2025
TASK				
Scout Wave Rework	Final Design/Permit-Construction			
Boat Ramp Beach		Design/Permit-Construction		
Bank Improvements		Design/Permit-Construction	Construction	
Bridge Hole Rework			Design/Permit	Construction
Slalom Course		Design/Construction		
Raft Tie Off Anchors		Install		
Signage	Planning/Install			
Memorials	Ongoing			

FISCAL NOTE

Contract total:	-\$176,658
Contingency (10%)	-\$17,665.80

Expense Total:	-\$194,323.8
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Budgeted:	
Riverside Park Improvement	+\$100,000
Trail - upgrades/major improvements	+\$75,000

Donation:	
Arkansas River Trust	+\$25,000

Budget/Donation Total:	+\$200,000
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Balance:	+\$5,676.2
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CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	7/19/22

STAFF RECOMMENDATION

To approve a project total of \$194,323 to enter into contract with the Lowry Contracting Inc. for construction services for the amount of \$176,658.

SUGGESTED MOTION

A Councilperson should move to “combine and approve the items on the consent agenda.”

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Salida ("Owner") and
Lowry Contracting, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction and rebuilding of the Scout Wave in Salida Colorado.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2021 - 19 : Scout Wave re-build

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Recreation Engineering and Planning.

3.02 The Owner has retained Recreation Engineering and Planning ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will begin no later than November, 2022

B. The Work will be substantially completed on or before Feburary, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before March, 2023.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$(0.1% of Base Bid Amount) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the unit prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work

based on the number of units completed) or, in the event, there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Drawings
 - 3. Addenda(s)
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Page Intentionally left blank

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices: _____

Address for giving notices: _____

License No.: _____

(where applicable)

OPINION OF PROBABLE CONSTRUCTION QUANTITIES

SALIDA SCOUT WAVE ENHANCEMENT 2022

Bid Item No.	Spec Reference	Item	Description	Quantity	Unit	Unit Price	Cost
Scout Wave							
1	700S	MOBILIZATION	Equipment access. Staging. Construction fencing and signage. Silt Fence.	1	LS	\$4,000	\$4,000
3	SP14	TREE REMOVAL	Remove 2 trees of approx. 30" diam.	1	LS	1,500	1,500
4	SP1	WATER CONTROL AND DEWATERING	Cofferdams. Water diversion around work site. Pumping. Care of water. Type III turbidity curtain.	1	LS	15,000	15,000
5	SP22	DEMOLITION AND REMOVAL	Demo and remove existing instream grouted rock structure. Re-use rock.	1	LS	7,900	7,900
6	SP10	REINFORCED CONCRETE SLAB	Min. 1' thick reinforced concrete with non-linear slope and radii.	26	CY	1,362	35,412
7	SP11	REINFORCED CONCRETE WALLS	1' thick reinforced wall. Height varies.	5	CY	1,682	8,410
8	SP4	STONE SUBGRADE (6")	Slab subgrade. Wing subgrade.	170	CY	106	18,020
9	SP5	GROUTED STONE BOULDERS (2'X3'X3' MIN)	Wings and current deflector.	180	CY	75	13,500
10	SP5	RESET EXISTING BOULDERS AND GROUT	Reset existing ungrouted wing boulders to new elevations. Grout.	110	CY	125	13,750
11		CONCRETE CURB WALL	Concrete wall. Formed on one side. No reinforcement. Max height 4 feet.	1224	CY	749	17,976
12	SP17	FISH PASSAGE BOULDERS (UNGROUTED)		12	CY	250	3,000
13	SP3	UNGROUTED RIPRAP (18")	Scour Protection.	110	CY	140	15,400
14	SP3	UNGROUTED RIPRAP (18")	Rework existing riverbed material and add 18" riprap to specified elevations.	70	CY	140	9,800
15	SP13	MISCELLANEOUS EQUIPMENT HOURS		20	HR	250	5,000

SCOUT WAVE SUB-TOTAL \$168,668

Boat Ramp

16		EXCAVATION		60	CY	21	1,260
17		UNGROUTED STONE		30	CY	145	4,350
18		6" THICK GRAVEL ROAD BASE		170	SY	14	2,380

BOAT RAMP SUB-TOTAL \$ 7,990

GRAND TOTAL \$176,658

Notes:

LOWRY CONTRACTING, INC.
7693 US HWY 285
SALIDA, COLORADO 81201

Submitted by Larry Sherwood 6/28/2022

CITY OF SALIDA COLORADO

SALIDA SCOUT WAVE IMPROVEMENTS

90% DESIGN
MAY 20, 2022



COLORADO ONE-CALL IS THE UNDERGROUND UTILITY NOTIFICATION CENTER FOR THE STATE OF COLORADO. THROUGH THIS FACILITY, CONTRACTORS CAN NOTIFY OPERATORS OF UNDERGROUND FACILITIES OF PROPOSED EXCAVATIONS TO REQUEST THAT THE UNDERGROUND FACILITIES BE MARKED BEFORE YOU DIG. CONTRACTORS WHO ENGAGES IN ANY TYPE OF EXCAVATION ARE REQUIRED TO CONTACT COLORADO ONE-CALL AND PROVIDE ADVANCED NOTICE.

CONTRACTOR MUST CALL THE 811 HOTLINE OR 800-922-1987 AT LEAST TWO WORKING DAYS PRIOR TO BEGINNING EXCAVATION. THE HOTLINE OPERATOR WILL NOTIFY LOCAL UTILITIES OF THE DIG LOCATION, AND UTILITY REPRESENTATIVES WILL MARK UNDERGROUND UTILITIES WITH PAINT OR FLAGS. PRIVATE PROPERTY UTILITY LINES WILL NOT BE LOCATED BY THE REPRESENTATIVE. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES FROM DAMAGE.

PROJECT:

THE SCOPE OF WORK FOR THIS PROJECT INCLUDES BUT IS NOT LIMITED TO THE REMOVAL AND REPLACEMENT OF LARGE GROUTED BOULDERS, CONCRETE, AND NATIVE COBBLE ARMORING AT, ADJACENT TO, AND APPURTENANT TO AN EXISTING RIVER STRUCTURE. THIS AGING RIVER STRUCTURE IS A POPULAR TAKE-OUT AND DESTINATION FOR RIVER RECREATIONALISTS IN THE CITY OF SALIDA AND IS SCHEDULED FOR REPAIR/IMPROVEMENT. A CHANNEL GRADE CONTROL MATTRESS COMPOSED OF RIPRAP AND NATIVE COBBLE AS WELL AS A CURRENT DEFLECTOR COMPOSED OF LARGE GROUTED BOULDERS IS ALSO PROPOSED AS PART OF THIS STRUCTURE MAINTENANCE PROJECT. THE EXISTING STRUCTURE WILL BE REPAIRED AT THE SAME LOCATION AS EXISTING WITH THE SAME MATERIALS. A LOW FLOW CONDITION FISHWAY WILL BE ADDED AS PART OF THE STRUCTURE REPAIR/IMPROVEMENT AND RIVER ACCESS REESTABLISHED WITH THE ADJACENT EXISTING RIVER TRAIL. A TEMPORARY BOAT RAMP IS ALSO PROPOSED ON THE NORTH BANK OF THE RIVER UPSTREAM OF THE STRUCTURE MAINTENANCE.

PROJECT LOCATION:

LATITUDE: 38°32'11.7"N
LONGITUDE: 105°59'20.0"W

CHAFFEE COUNTY



VICINITY MAP



SCOUT WAVE SITE PLAN

SHEET INDEX:

- 01 COVER SHEET
- 02 EXISTING CONDITIONS
- 03 STAGING ACCESS & ESC
- 04 PROPOSED STRUCTURE 1
- 05 PROPOSED STRUCTURE 2
- 06 STRUCTURE PROFILE
- 07 STRUCTURE CROSS SECTIONS
- 08 STRUCTURE DETAILS 1
- 09 STRUCTURE DETAILS 2
- 10 GRADE CONTROL MATTRESS DETAILS
- 11 DEWATERING TYPICAL
- 12 BOAT RAMP

PROJECT OWNER:

CITY OF SALIDA COLORADO
448 E. FIRST STREET, SUITE 112
SALIDA, COLORADO 81201

LEGEND:

- EXISTING NATIVE ARMORING
- EXISTING GROUTED BOULDER STRUCTURES
- EXISTING CONCRETE STRUCTURES
- PROPOSED NATIVE ARMORING
- PROPOSED GROUTED BOULDER STRUCTURE
- PROPOSED CONCRETE STRUCTURES

ABBREVIATIONS:

- AVG AVERAGE
- DTL DETAIL
- E EAST
- ELEV ELEVATION
- FT FEET
- IN INCHES
- MAX MAXIMUM
- MIN MINIMUM
- N NORTH
- NTS NOT TO SCALE
- OC ON CENTER
- OHWM ORDINARY HIGH WATER MARK
- SHT SHEET
- STA STATION
- STD STANDARD
- TYP TYPICAL

PRELIMINARY - NOT FOR CONSTRUCTION

FOR REVIEW
NOT FOR CONSTRUCTION

Item 6.

RECREATION ENGINEERING
AND PLANNING
485 ARAPAHOE AVE.
BOULDER, CO 80302
WWW.BOATERPARKS.COM

DRAFT

PROJECT OWNER:

CITY OF SALIDA
448 E. FIRST STREET
SUITE 112
SALIDA, CO 81201

SALIDA SCOUT WAVE IMPROVEMENTS

ARKANSAS RIVER

SALIDA, COLORADO

PRELIMINARY - NOT FOR CONSTRUCTION

COVER SHEET

REVISIONS:

NO.	DATE

DESIGNED: MH
CHECKED: XX
PLOT DATE: 5/20/2022

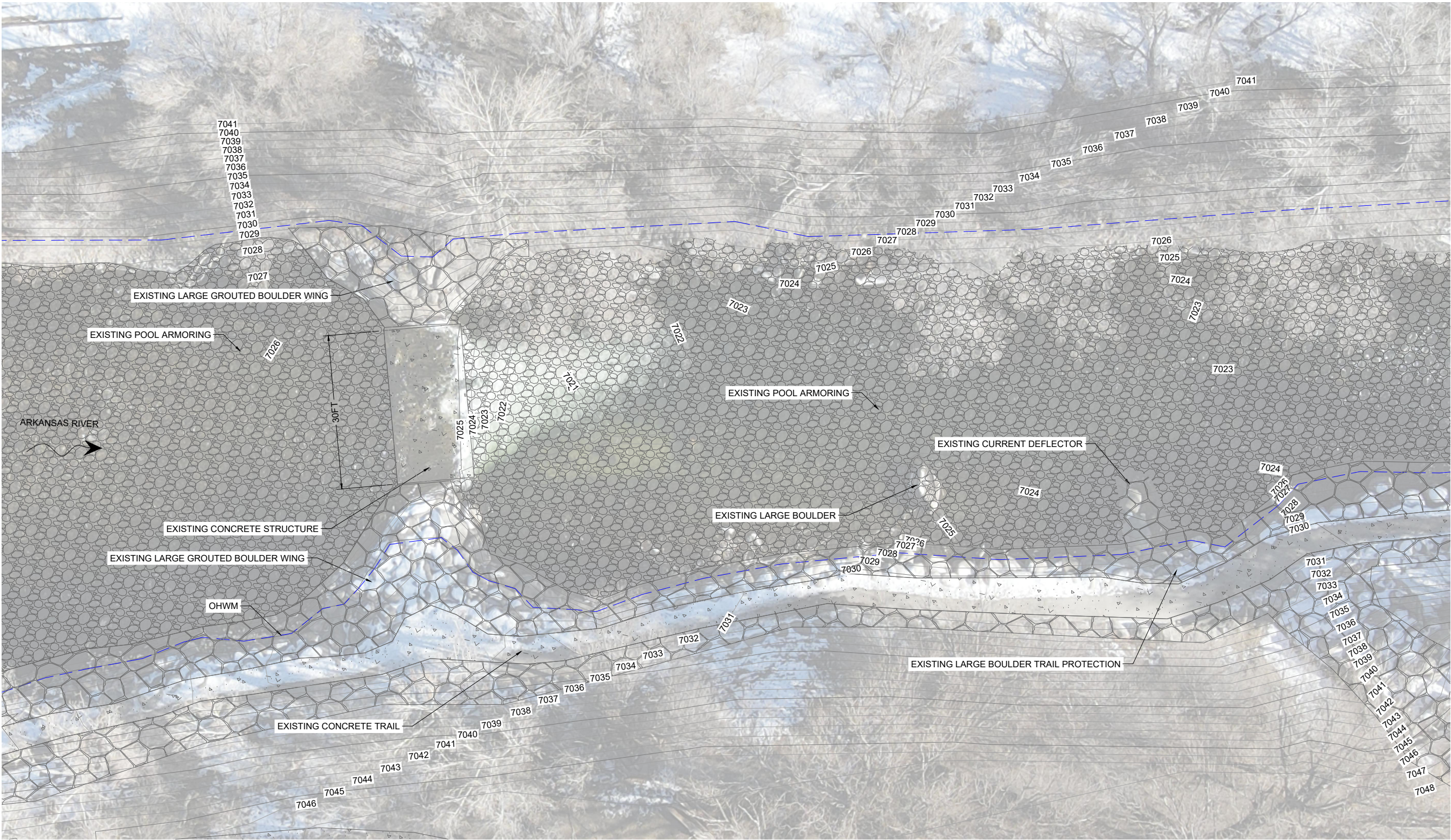
DRAFTED: SL

DRAWING NO.

01

SHEET 1

- 64 -

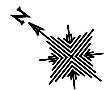


SCOUT WAVE EXISTING CONDITIONS PLAN VIEW

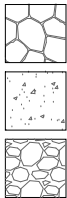
SURVEY COMPLETED BY SYDNEY A. SCHIEREN OF LANDMARK SURVEYING & MAPPING, 202 N F ST, SALIDA, CO 81201 ON APRIL 14, 2021

HORIZONTAL COORDINATE SYSTEM: NAD83 COLORADO STATE PLANES, CENTRAL ZONE, US FOOT
VERTICAL DATUM: NAVD88

AIR IMAGERY CAPTURED JANUARY 31, 2021 WITH DJI MAVIC AIR 2




HATCH LEGEND



- EXISTING GROUTED BOULDER STRUCTURES
- EXISTING CONCRETE STRUCTURES
- EXISTING NATIVE ARMORING

Item 6.



RECREATION ENGINEERING
AND PLANNING
485 ARAPAHOE AVE.
BOULDER, CO 80302
WWW.BOATERPARKS.COM

DRAFT

PROJECT OWNER:
CITY OF SALIDA
448 E. FIRST STREET
SUITE 112
SALIDA, CO 81201

SALIDA SCOUT WAVE IMPROVEMENTS
ARKANSAS RIVER
SALIDA, COLORADO

EXISTING CONDITIONS

PRELIMINARY - NOT FOR CONSTRUCTION

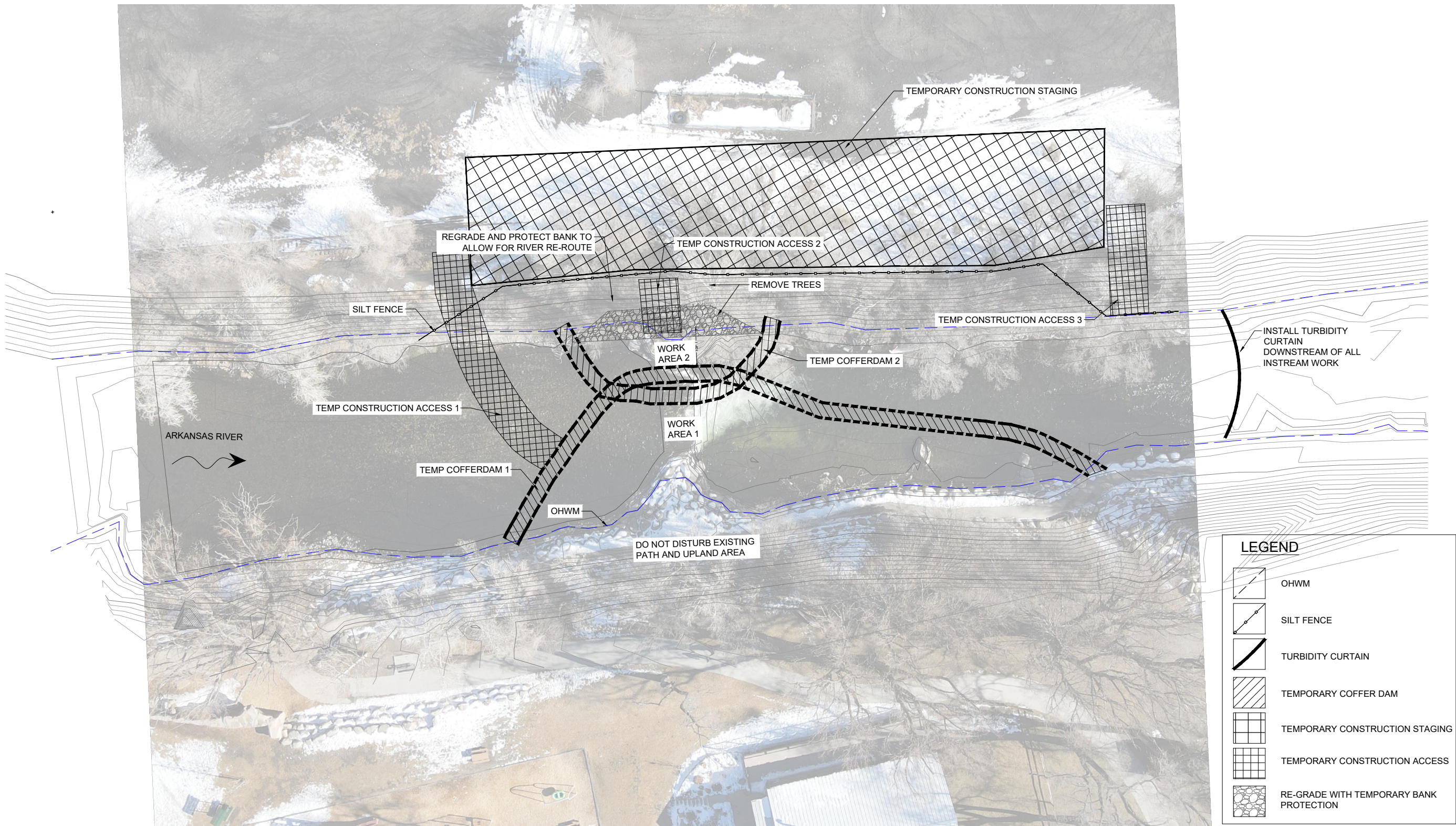
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NO.	DATE
DESIGNED: MH	DRAFTED: SL
CHECKED: XX	
PLOT DATE: 5/20/2022	

DRAWING NO.

02

SHEET 02

- 65 -




STAGING, ACCESS, AND EROSION & SEDIMENT CONTROL



NOTES:

THE DEWATER PROCEDURE WILL INVOLVE TWO STAGES. COFFER DAM 1 WILL BE CONSTRUCTED AND WATER WILL BE DIVERTED THROUGH WORK AREA 2. AFTER WORK IS COMPLETED IN WORK AREA 1, COFFER DAM 1 WILL BE REMOVED. THEN COFFER DAM 2 WILL BE CONSTRUCTED AND THE WATER WILL BE DIVERTED THROUGH WORK AREA 1.

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STAGING ACCESS & ESC

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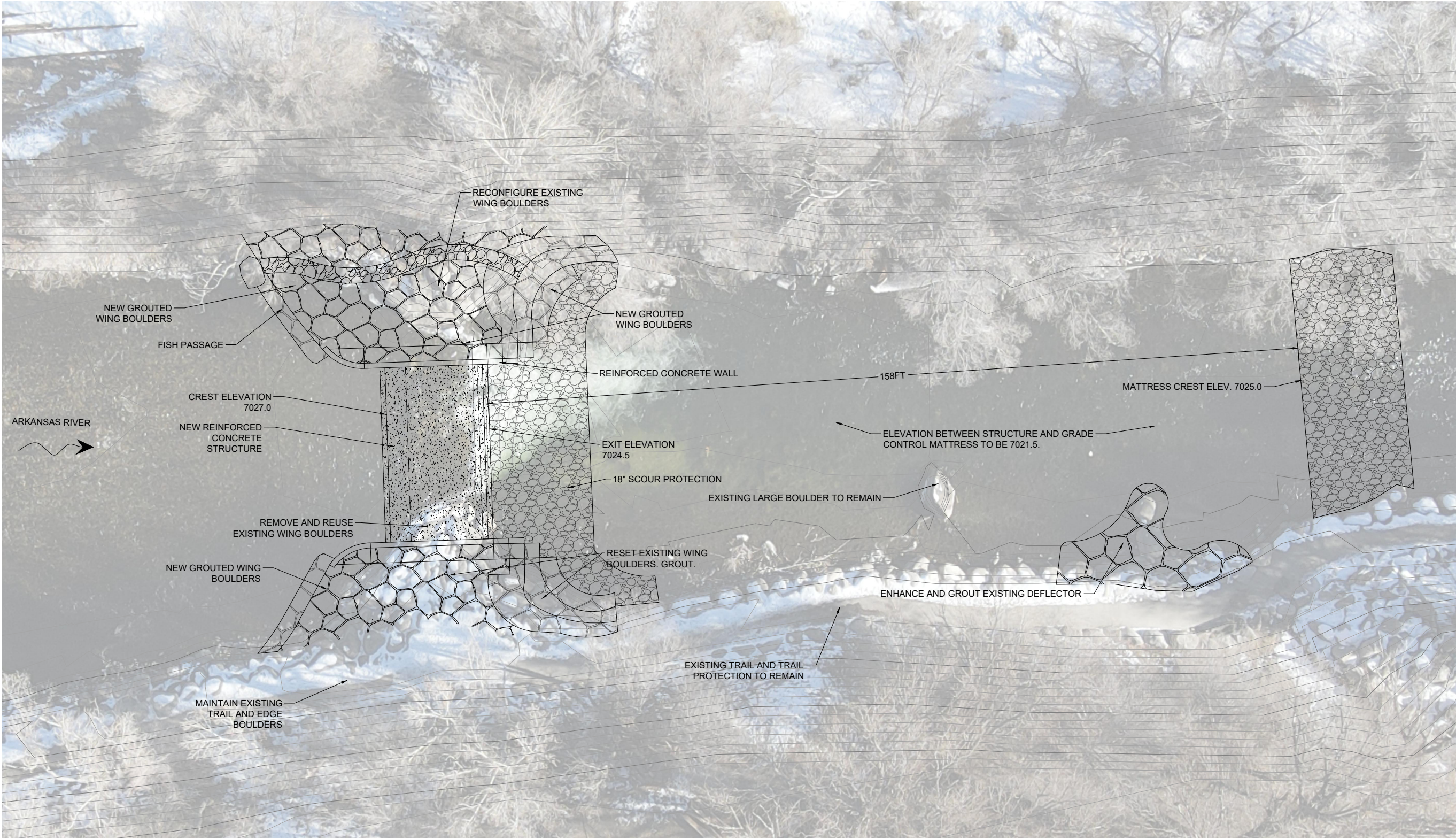
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03

SHEET 03

- 66 -



SCOUT WAVE PLAN VIEW



HATCH LEGEND	
	PROPOSED GROUTED BOULDER STRUCTURES
	PROPOSED CONCRETE STRUCTURES
	PROPOSED RIPRAP

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SALIDA SCOUT WAVE IMPROVEMENTS

ARKANSAS RIVER

SALIDA, COLORADO

PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED STRUCTURE

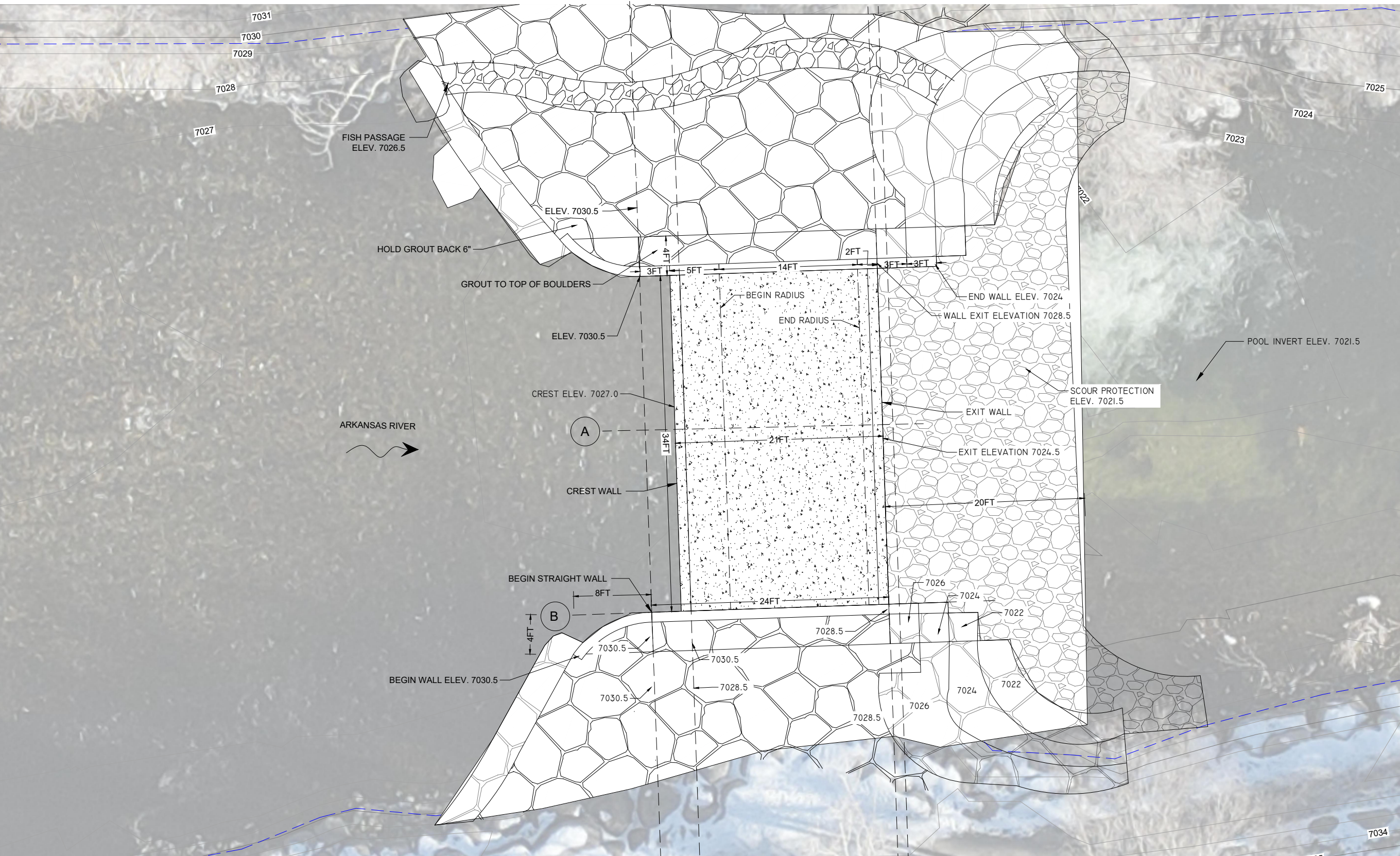
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NO.	DATE
DESIGNED: MH	DRAFTED: SL
CHECKED: XX	
PLOT DATE:	5/20/2022

DRAWING NO.

04

SHEET 04

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SCOUT WAVE PLAN VIEW

NOTE:
CONCRETE WALL AND GROUTED ROCK WINGS ON BOTH SIDES OF THE DROP
STRUCTURE MIRROR ONE ANOTHER WITH THE SAME ELEVATIONS AND GEOMETRY.
DIMENSIONS AND GEOMETRY LABELED ON ONE SIDE ONLY FOR CLARITY IN SOME
INSTANCES.



HATCH LEGEND	
	PROPOSED GROUTED BOULDER STRUCTURES
	PROPOSED CONCRETE STRUCTURES
	PROPOSED SCOUR PROTECTION

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SALIDA, COLORADO

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PROPOSED STRUCTURE

REVISIONS:

NO.	DATE

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CHECKED: XX

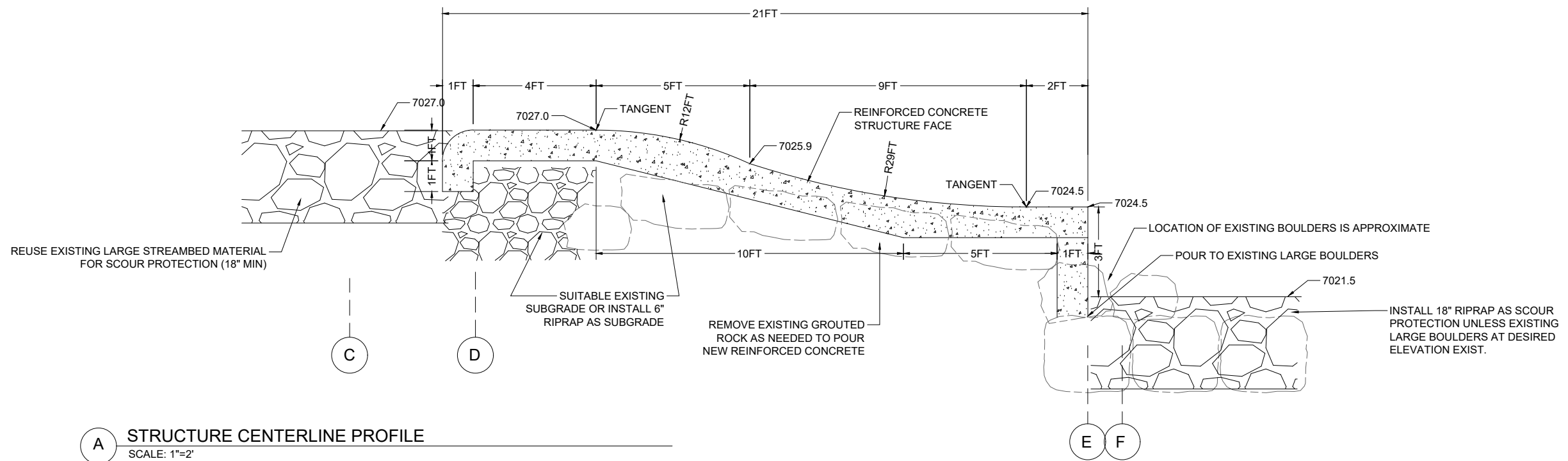
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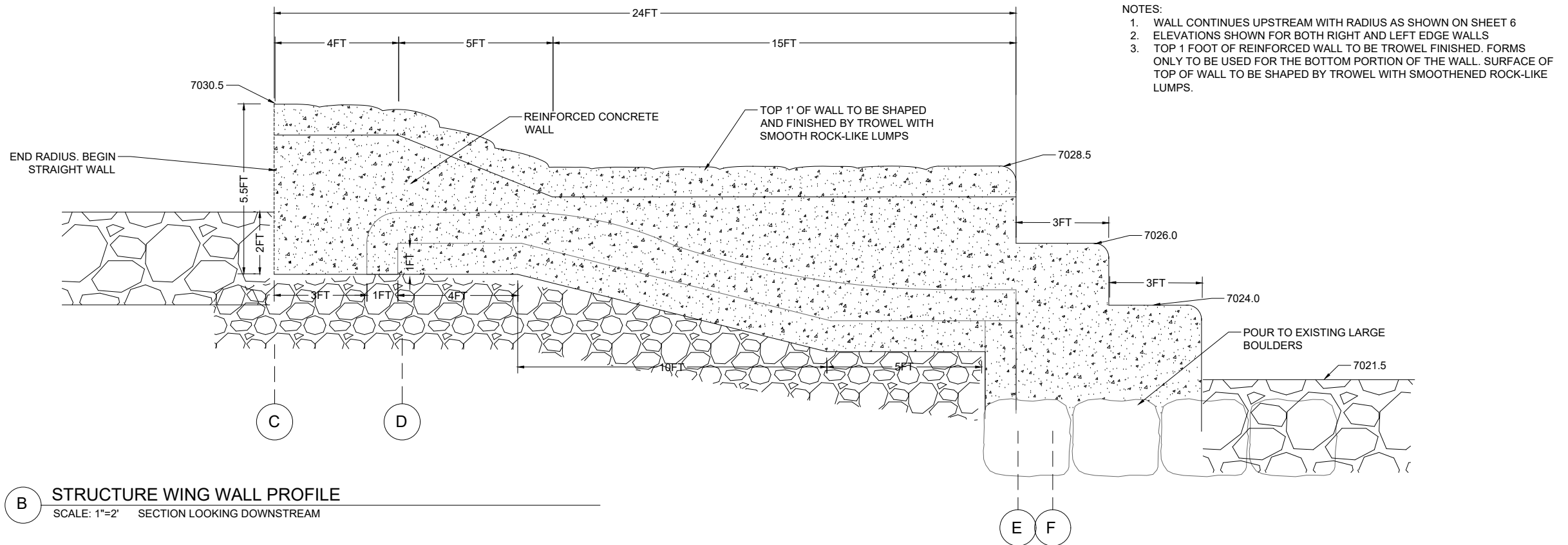
05

SHEET 05

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A STRUCTURE CENTERLINE PROFILE
SCALE: 1"=2'



B STRUCTURE WING WALL PROFILE
SCALE: 1"=2' SECTION LOOKING DOWNSTREAM

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ARKANSAS RIVER
SALIDA, COLORADO

PRELIMINARY - NOT FOR CONSTRUCTION
STRUCTURE PROFILE

REVISIONS:

NO.	DATE

DESIGNED: MH DRAFTED: SL

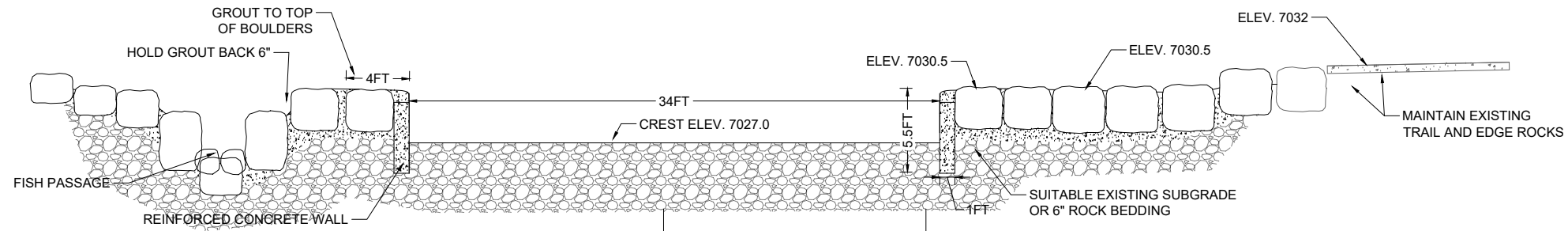
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PLOT DATE: 5/20/2022

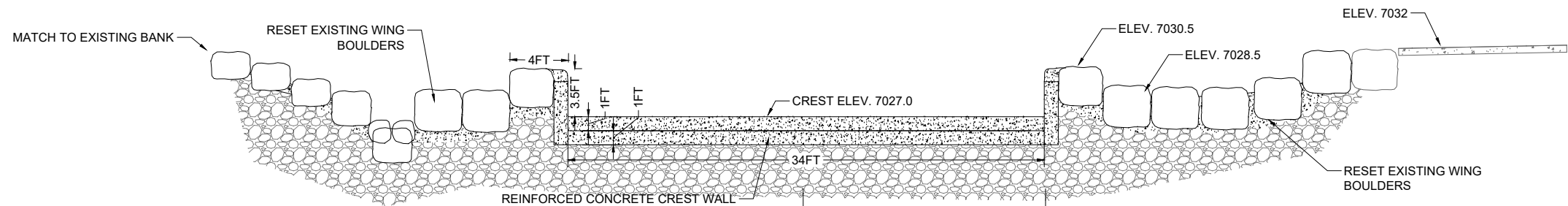
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06

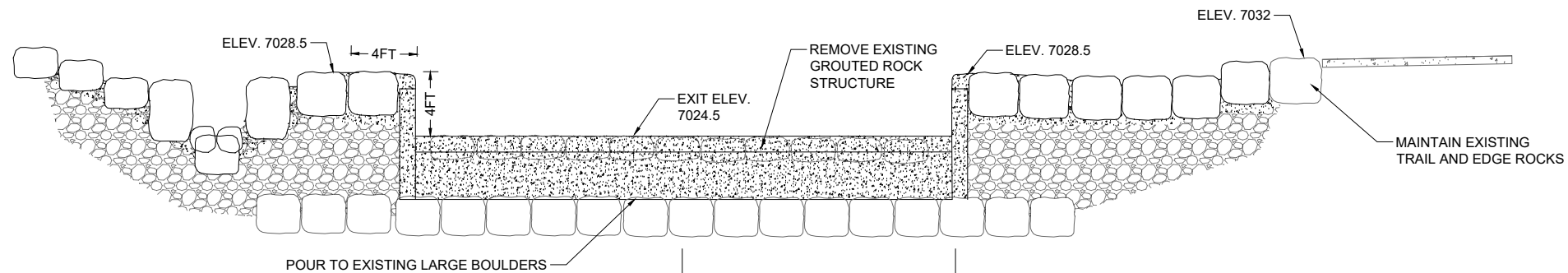
SHEET 06 - 69 -



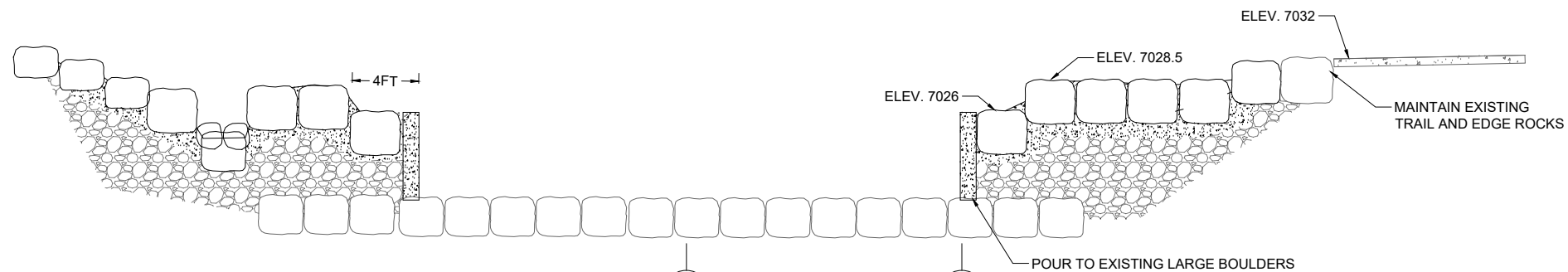
C STRUCTURE CREST
SCALE: 1"=5'



D STRUCTURE CROSS SECTION
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



E STRUCTURE EXIT
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM



F STRUCTURE EXIT
SCALE: 1"=5' SECTION LOOKING DOWNSTREAM

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ARKANSAS RIVER
SALIDA, COLORADO

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STRUCTURE CROSS SECTIONS

REVISIONS:

NO.	DATE

DESIGNED: MH DRAFTED: SL

CHECKED: XX

PLOT DATE: 5/20/2022

DRAWING NO.

07

SHEET 07

- 70 -

DRAFT

PROJECT OWNER:

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448 E. FIRST STREET
SUITE 112
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SALIDA SCOUT WAVE IMPROVEMENTS

ARKANSAS RIVER SALIDA, COLORADO

PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED STRUCTURE DETAILS

REVISIONS:

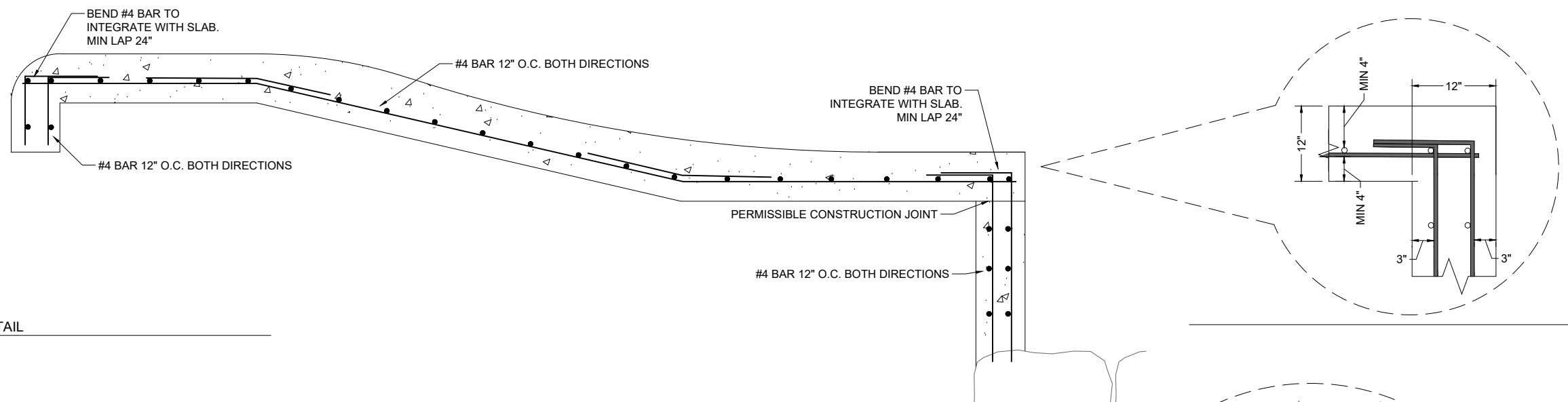
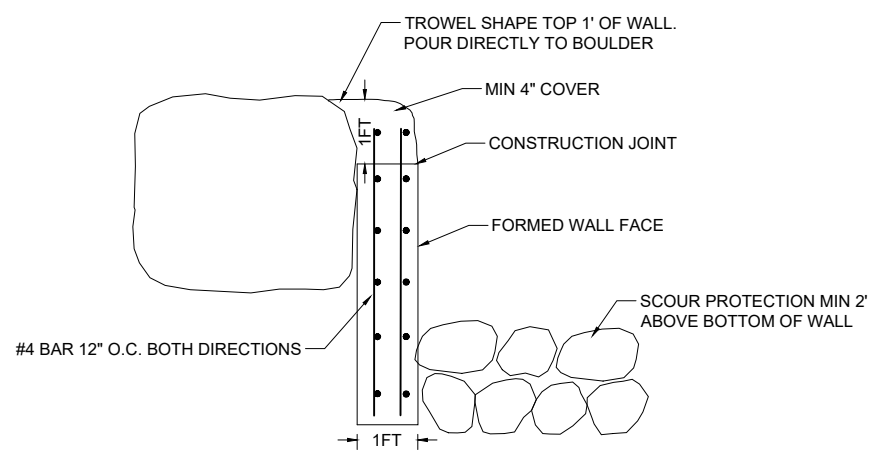
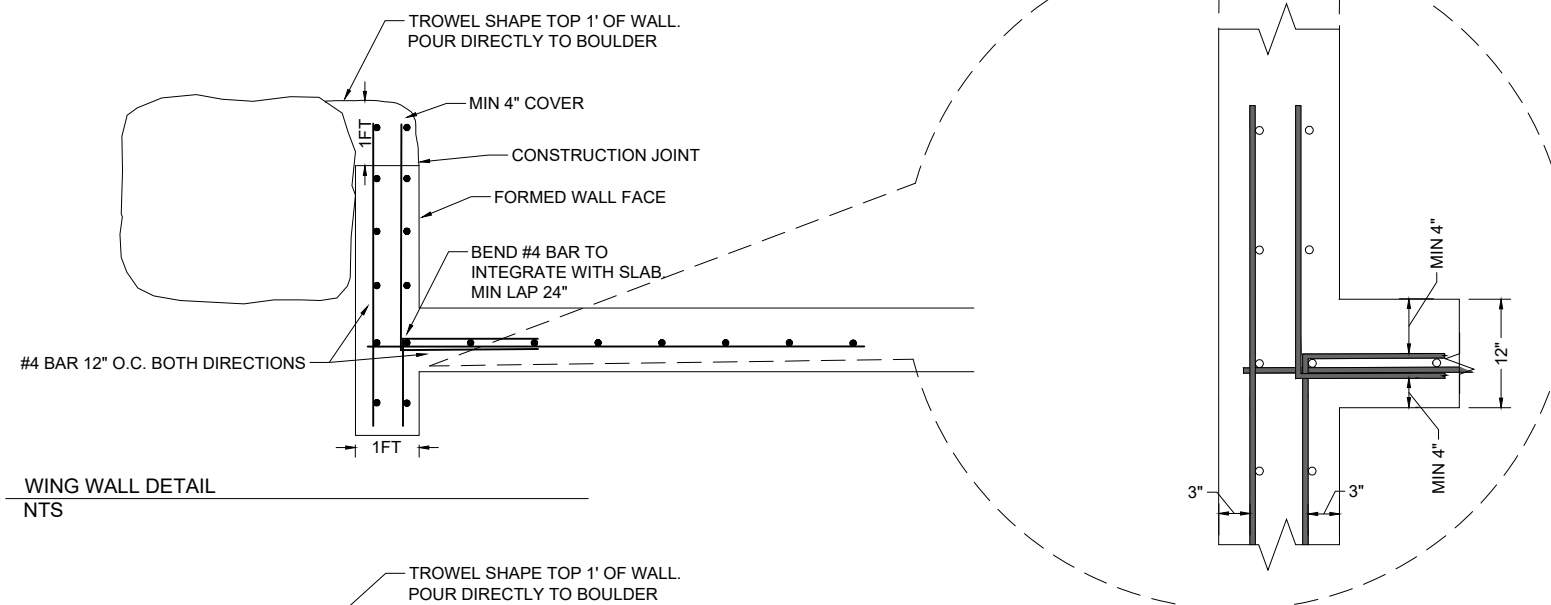
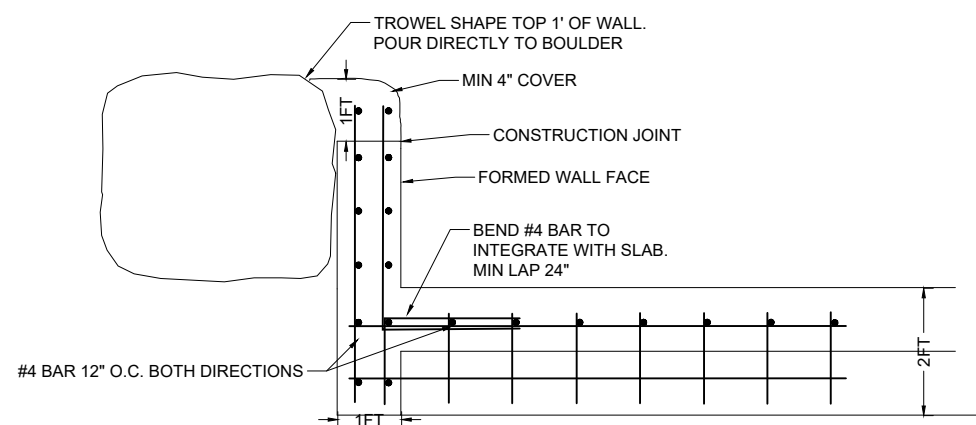
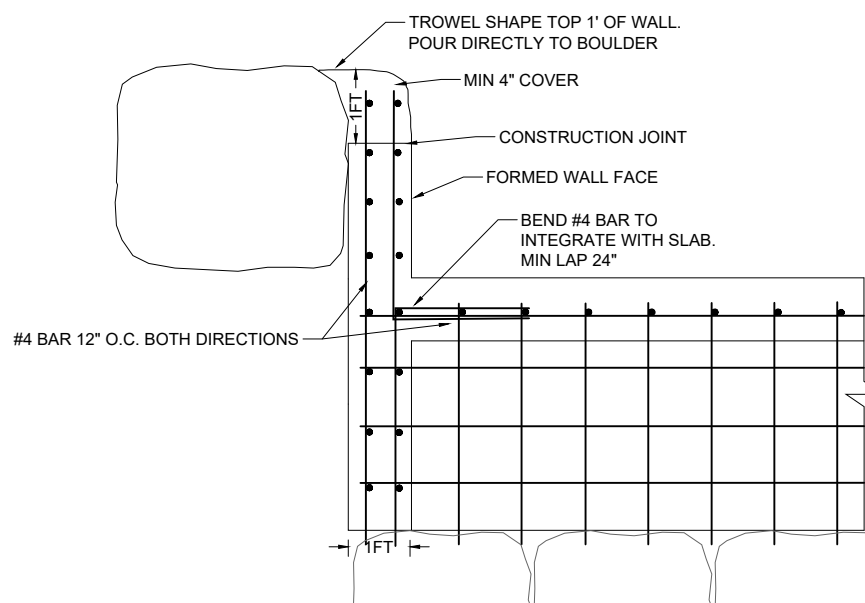
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PLOT DATE: 5/20/2022	

DRAWING NO.

08

SHEET 08

- 71 -

STRUCTURE DETAIL
NTSWING WALL UPSTREAM OF CREST DETAIL
NTSWING WALL DETAIL
NTSWING WALL AT CREST DETAIL
NTSWING WALL AT EXIT DETAIL
NTS

WING WALL CONSTRUCTION SEQUENCE

1. FORM, REINFORCE, POUR, AND CURE LOWER PORTION OF WALL
2. SET BOULDERS TIGHT TO THE LOWER PORTION OF WALL. SET TOP OF BOULDER 1' ABOVE TOP OF FORMED WALL.
3. POUR AND TROWEL-SHAPE TOP 1' OF WALL. POUR DIRECTLY TO ADJACENT BOULDERS. TOP OF WALL TO HAVE SMOOTHENED BOULDER-LIKE LUMPS.

NOTES:
POUR TOP 1' OF WALL DIRECTLY TO ADJACENT BOULDERS.
TOP OF WALL CONCRETE TO EXTEND MIN. 6" INTO VOIDS BETWEEN BOULDERS.
GROUT ALL WING BOULDERS AFTER WALL COMPLETION



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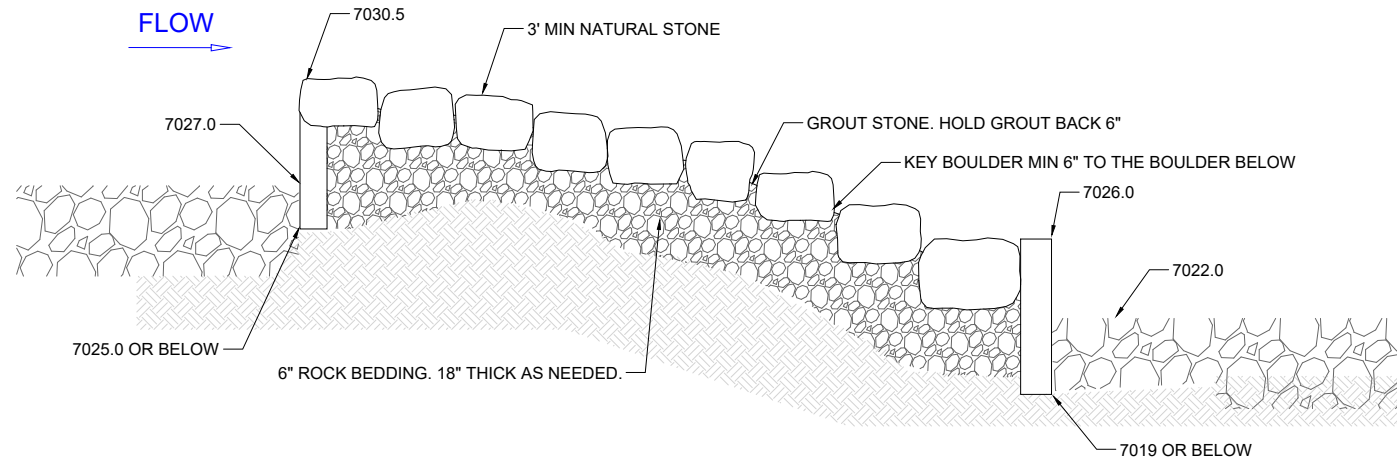
SALIDA SCOUT WAVE IMPROVEMENTS
ARKANSAS RIVER
SALIDA, COLORADO
PRELIMINARY - NOT FOR CONSTRUCTION
PROPOSED STRUCTURE DETAILS

REVISIONS:

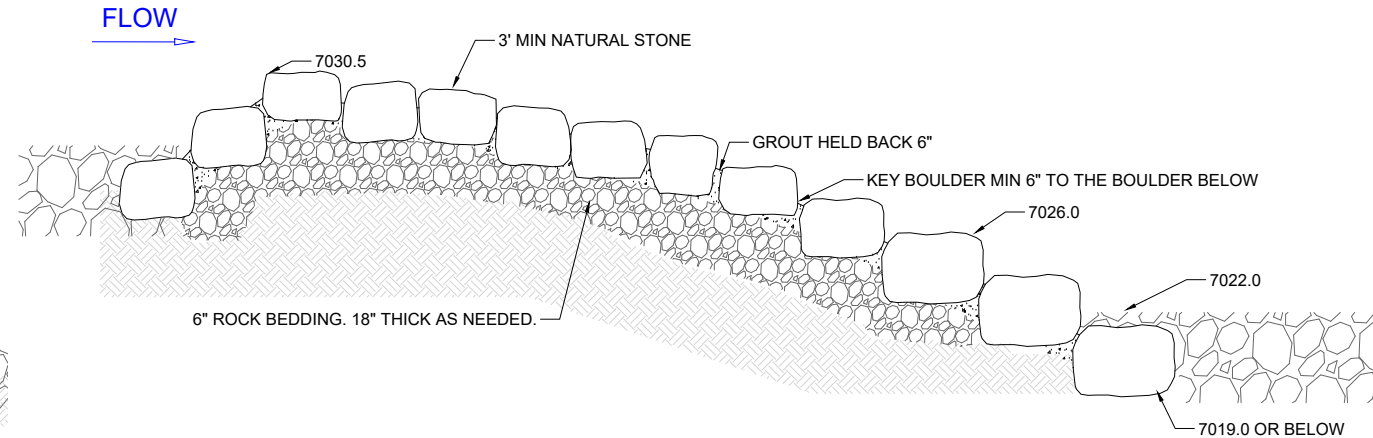
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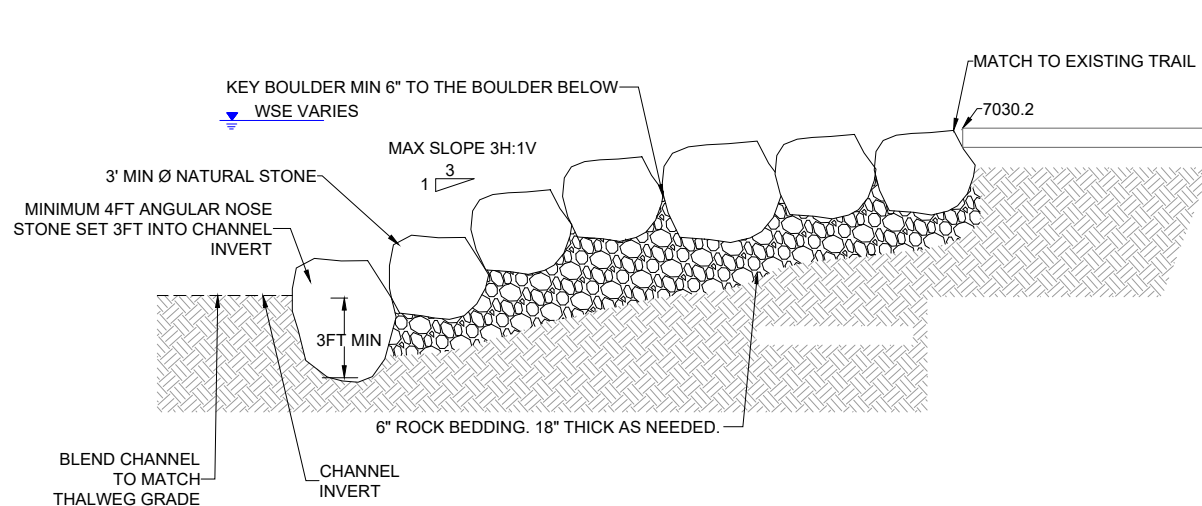
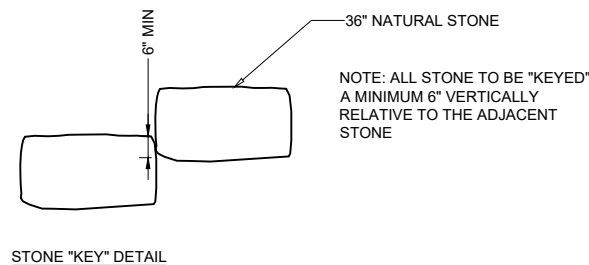
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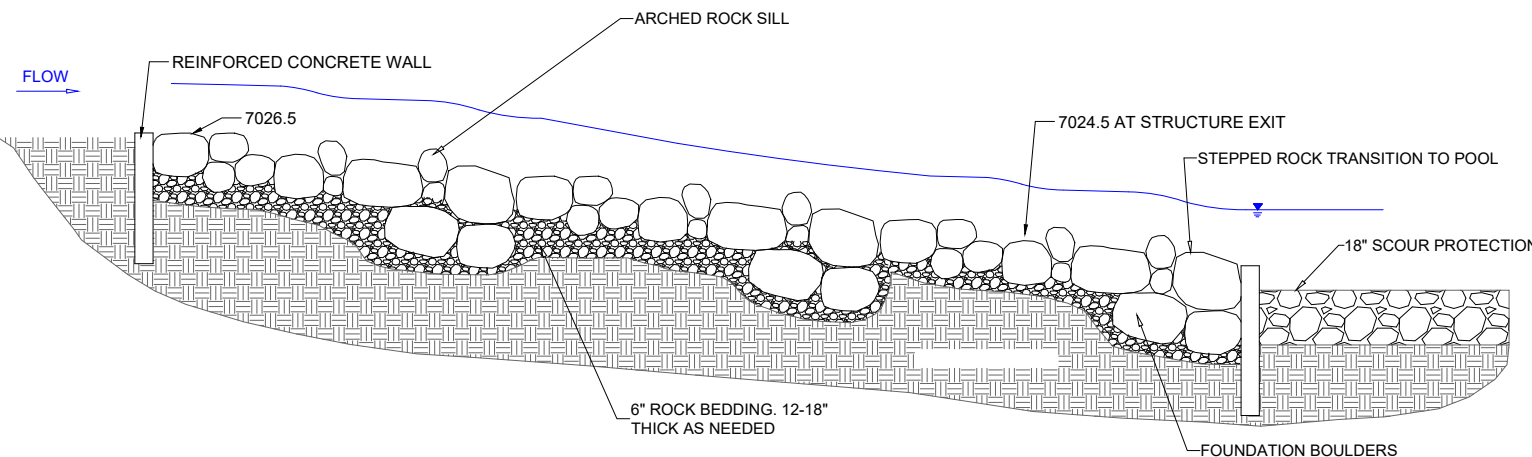
GRouted ROCK WING W/ WING WALL PROFILE
NTS



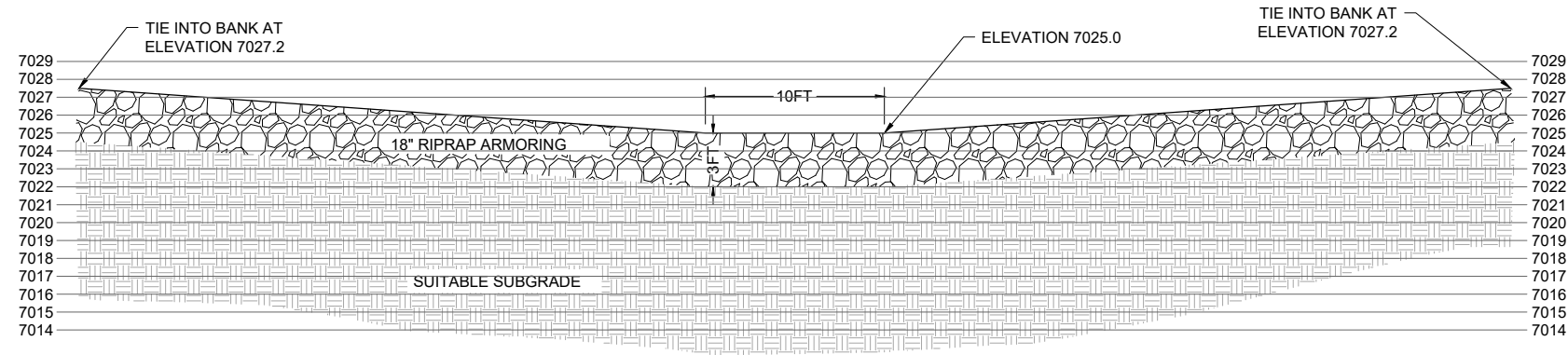
GRouted ROCK WING PROFILE
SCALE: NTS



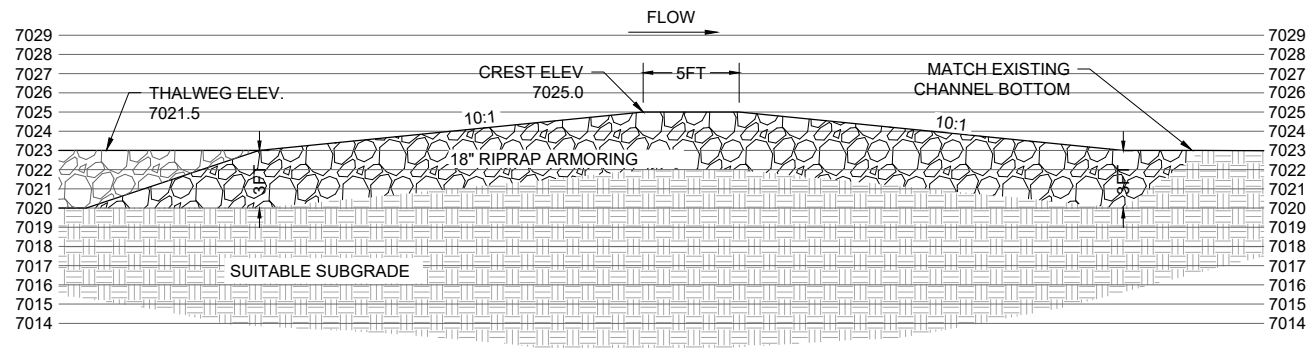
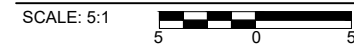
PROFILE OF ROCK IN CURRENT DEFLECTOR
SCALE: NTS



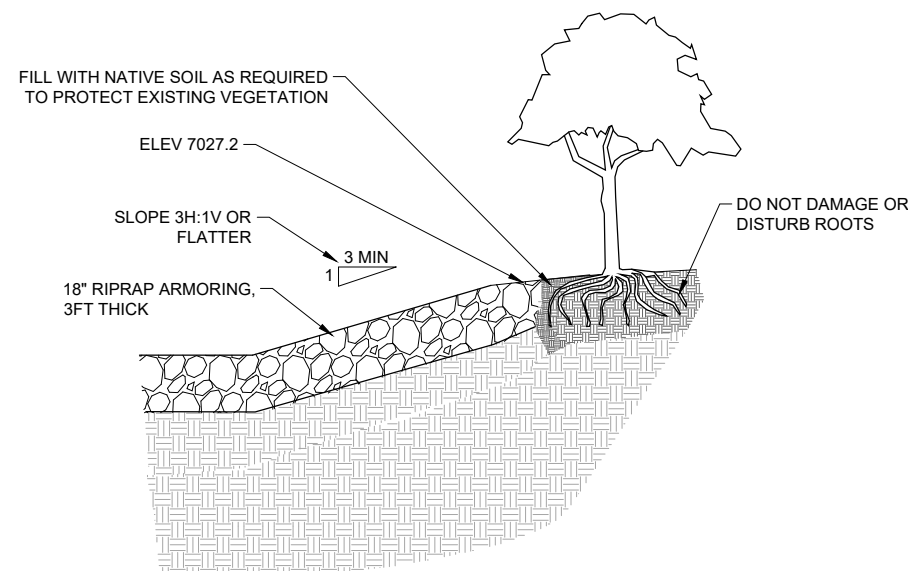
FISH PASSAGE PROFILE
NTS



TAILOUT MATTRESS CREST SECTION




TAILOUT MATTRESS & PROFILE



ARMORING AT BANK

NTS

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ARKANSAS RIVER
SALIDA, COLORADO

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MATTRESS DETAILS

REVISIONS:	
NO.	DATE

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PLOT DATE: 5/20/2022			

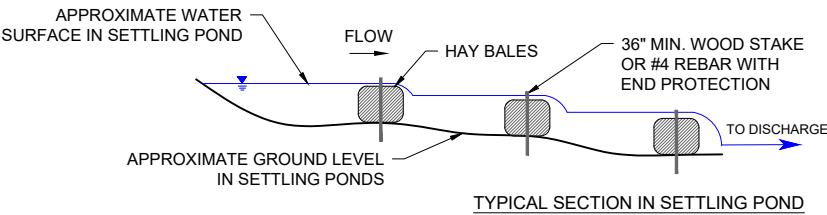
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SHEET 10

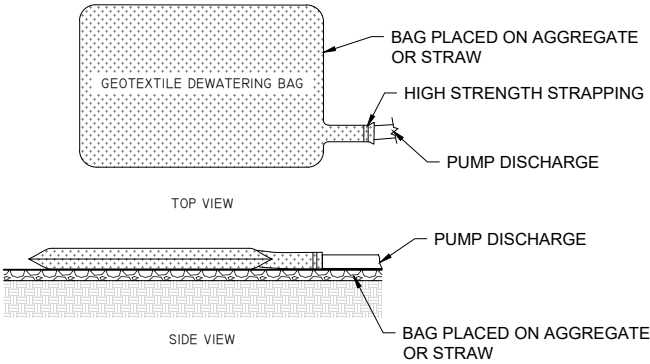
- 73 -

CARE OF PUMPED WATER OPTIONS



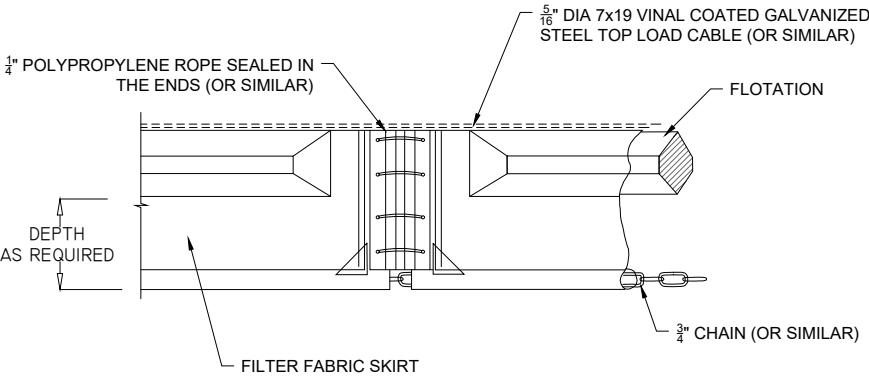
NOTE: SCHEMATIC LAYOUT TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL LAYOUT TO BE DETERMINED BY CONTRACTOR, PER PERMIT CONDITIONS.

SETTLING POND OPTION



NOTE: SCHEMATIC LAYOUT TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL LAYOUT AND BAG SIZING TO BE DETERMINED BY CONTRACTOR, PER PERMIT CONDITIONS.

GEOTEXTILE BAG OPTION

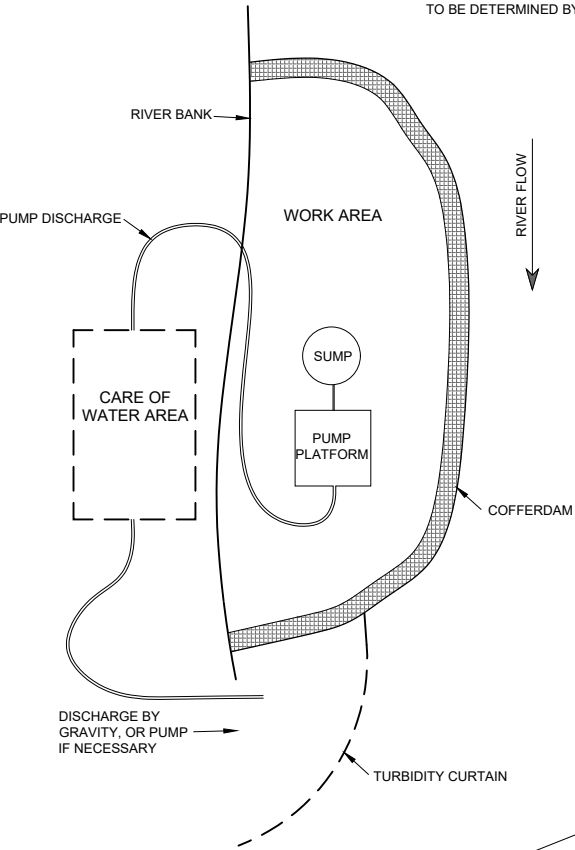


NOTE: SCHEMATIC DETAIL TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL DETAIL AND SIZING TO BE DETERMINED BY CONTRACTOR, PER PERMIT CONDITIONS.

TURBIDITY CURTAIN OPTION

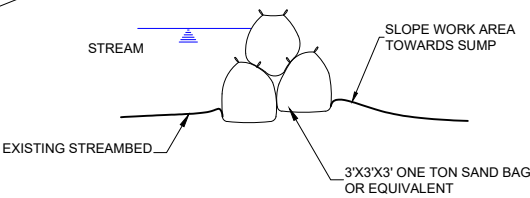
TYPICAL LAYOUT DEWATERING AREA

NOTE: SCHEMATIC LAYOUT TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL LAYOUT TO BE DETERMINED BY QUALIFIED CONTRACTOR, PER PERMIT CONDITIONS.

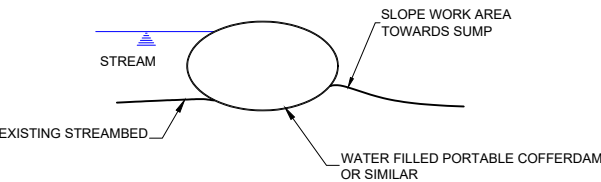


- DEWATERING NOTES:**
1. SUMPS CAN BE MADE FROM DIGGING A HOLE AND INSERTING A PERFORATED PIPE AND BACKFILLING WITH CLEAN DRAIN ROCK OR OTHER APPROVED METHOD.
 2. CARE OF PUMPED WATER SHALL BE BASED UPON SITE SPECIFICS AND QUALITY OF WATER. METHODS OF TURBIDITY CONTROL SHALL BE DETERMINED BY THE CONTRACTOR. SCHEMATIC ALTERNATIVES ARE IDENTIFIED BELOW. THE CONTRACTOR SHALL REDUCE THE TURBIDITY OF DISCHARGED WATER TO THE MAXIMUM EXTENT PRACTICABLE.
 3. UPON COMPLETION, GEOTEXTILE BAGS, VISQUENE, SETTLED FINES, AND ANY OTHER CARE OF WATER MATERIALS SHALL BE REMOVED AND DISPOSED OF OFFSITE BY THE CONTRACTOR.
 4. PUMP STATION SHALL BE ELEVATED. FUEL CONTAINMENT BMP'S SHALL BE ONSITE AT ALL TIMES.
 5. PUMP REMAINING WATER IN CONSTRUCTION AREA AS NECESSARY TO MANAGE GROUNDWATER AND LEAKAGE. ALL DISCHARGED WATER MUST BE ROUTED TO THE CARE OF WATER AREA AS NECESSARY PER PERMIT CONDITIONS.
 6. CONTRACTOR IS RESPONSIBLE FOR OWN SECURITY DURING CONSTRUCTION. ANY VANDALISM WILL BE CORRECTED AT CONTRACTOR'S OWN EXPENSE.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CARE OF ALL WATER DURING CONSTRUCTION INCLUDING MAINTENANCE OF ALL DITCHES, COFFERDAMS, LEVEES, DIVERSIONS AND PUMPS TO KEEP THE WORK AREA FREE FROM WATER.
 8. DEWATERING PLAN DETAILS SHOWN HERE ARE ILLUSTRATIVE. PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR IS TO COMPLETE AND SUBMIT A DEWATERING PLAN APPLICABLE TO THIS PROJECT.
 9. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND DESIGN OF COFFERDAM. CONTRACTOR SHALL SUBMIT A PLAN FOR COFFERDAM INSTALLATION, RIVER DIVERSION AND EROSION CONTROL INCLUDING LOCATION, SIZE, HEIGHT, SEQUENCING AND TIMING OF EACH COMPONENT. COFFERDAMS OR FILLS FOR ACCESS AND PIPE EXTENSIONS AND MATTING AT END OF BYPASS PIPE EXTENSIONS AND CARE OF PUMPED WATER SHALL BE PLACED AND REMOVED IN A MANNER THAT PREVENTS EROSION OR RELEASE OF SEDIMENT.
 10. ALL COFFER DAM PLANS AND PIPE EXTENSIONS AND MATTING AT END OF BYPASS PIPE EXTENSIONS AND CARE OF PUMPED WATER SHALL BE PROVIDED DIRECTLY TO REP AND WILL BE REVIEWED BY THE ENGINEER AND APPROPRIATE PERMITTING AGENCIES.
 11. ALTERNATE COFFER DAM METHODS PRESENTED TO DESCRIBE FUNCTIONALITY ONLY. ACTUAL METHOD TO BE DETERMINED BY QUALIFIED CONTRACTOR, PER PERMIT CONDITIONS, IN ORDER TO ACHIEVE DRY WORK AREA.
 12. CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL DEWATERING AND COFFERDAMS DURING CONSTRUCTION. REPAIRS AND REPLACEMENTS DUE TO NATURAL CAUSES ARE AT THE SOLE EXPENSE OF THE CONTRACTOR.
 13. AFTER COMPLETION OF CONSTRUCTION, COFFERDAMS AND PIPE EXTENSIONS AND MATTING AT END OF BYPASS PIPE EXTENSIONS MUST BE COMPLETELY REMOVED AND RIVER BANK AREAS STABILIZED AND RESTORED.

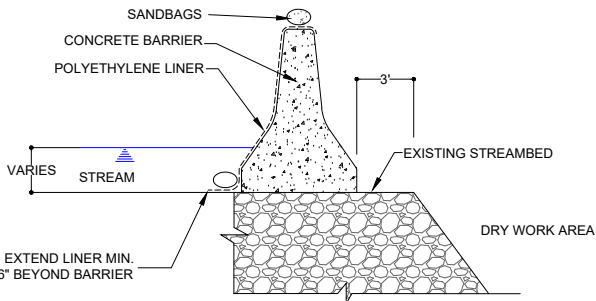
COFFERDAM OPTIONS



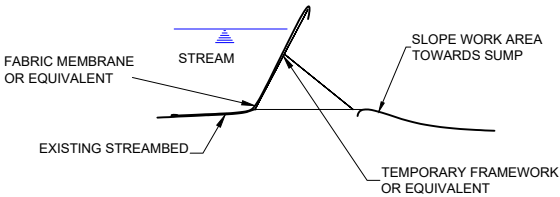
SUPERSACK OPTION



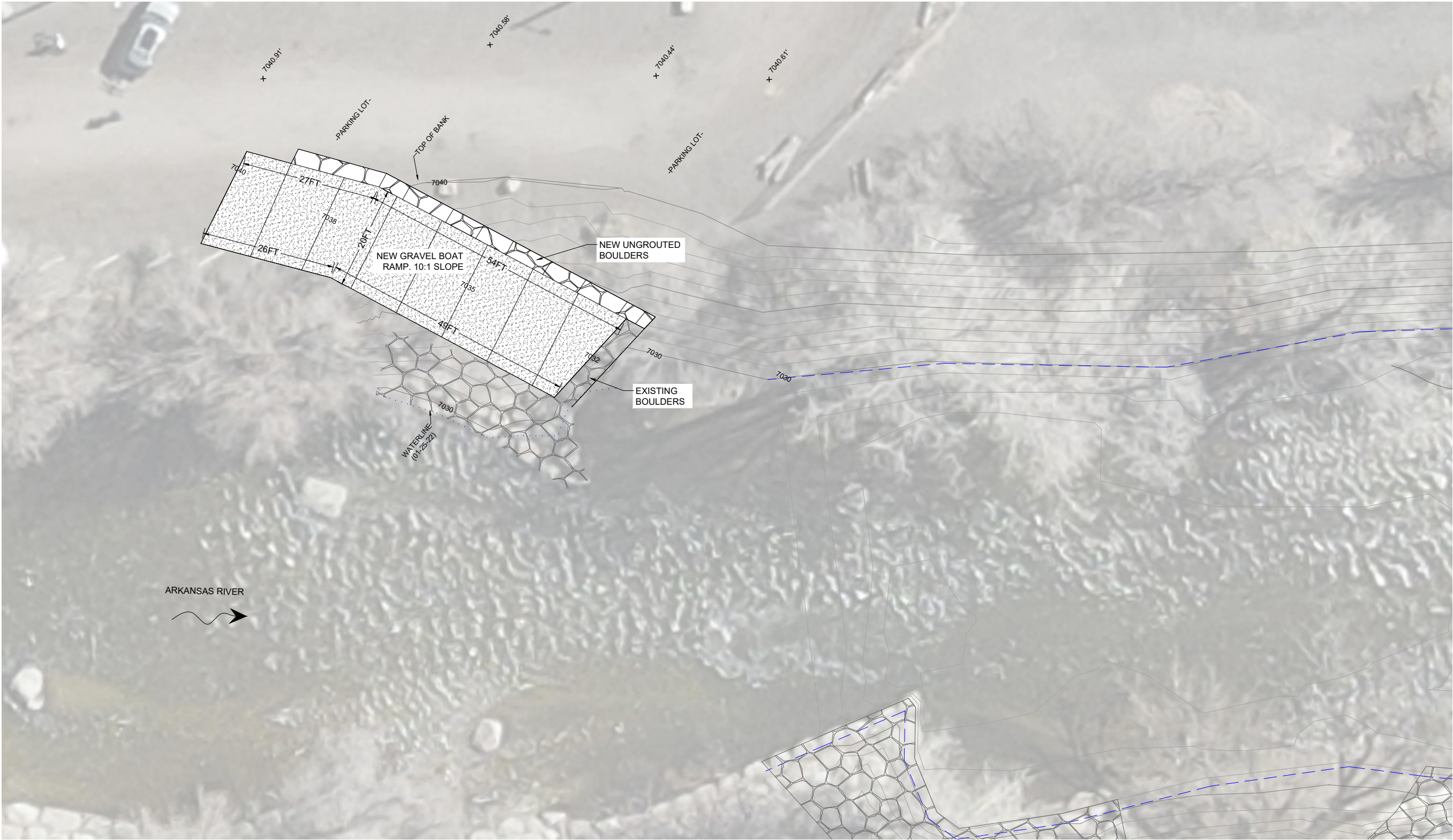
WATER FILLED OPTION



CONCRETE BARRIER OPTION



"PORTADAM" OPTION



TEMPORARY BOAT RAMP PLAN VIEW

SURVEY COMPLETED BY SYDNEY A. SCHIEREN OF LANDMARK SURVEYING & MAPPING, 202 N F ST, SALIDA, CO 81201 ON JANUARY 25, 2022

HORIZONTAL COORDINATE SYSTEM: NAD83 COLORADO STATE PLANES, CENTRAL ZONE, US FOOT
VERTICAL DATUM: NAVD88

AIR IMAGERY CAPTURED JANUARY 31, 2021 WITH DJI MAVIC AIR 2



HATCH LEGEND



EXISTING GROUTED BOULDER STRUCTURES



EXISTING CONCRETE STRUCTURES



EXISTING NATIVE ARMORING

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ARKANSAS RIVER SALIDA, COLORADO

PRELIMINARY - NOT FOR CONSTRUCTION

BOAT RAMP

REVISIONS:

NO.	DATE

DESIGNED: MH DRAFTED: SL

CHECKED: XX

PLOT DATE: 5/20/2022

DRAWING NO.

12

SHEET 12

- 75 -



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	July 19, 2022

ITEM

Ordinance 2022-10 – An Ordinance of the City Council for the City of Salida, Colorado Submitting the Question to Electors of Whether to Convey the Real Property Known as the Salida Community Center to Salida Senior Citizens, Inc. for Use as the Salida Community Center or Other Similar Non-Profit Purposes, Second Reading and Public Hearing

BACKGROUND

The City of Salida is the owner of a property located at 305 F Street that houses the Salida Community Center (SCC). The building on the site was constructed in 1983 and has housed numerous non-profit groups and agencies over the years, including the Commodity Supplemental Food Program, the Emergency Food Assistance Program, the Children's Nutrition Program, annual free Thanksgiving and Christmas dinners, and programs for youth and adults regarding music and art. The building was donated to the City by the Salida Senior Citizens organization following a fund drive and DOLA grant of mineral impact monies, which allowed the construction of the facility to occur. The existing SCC organization has operated in the facility under a lease that has been in place since 1984 (renewed in 2010), which expires in 2029.

Recently, the SCC has been successful in applying for grants to do improvements to the building and has received feedback from granting agencies that the term of the lease may not be adequate to justify the grant's investment. This led the City to consider options to assist in the facilitation of grant applications as well as financing options for SCC. Staff discussed this internally and with SCC, during which it was identified that the best course of action would be to allow the SCC to take over ownership of the property, as they have essentially been the owner/operator for the past 39 years.

As a statutory city, the City of Salida is bound by Colorado Revised Statutes in the manner in which it disburses of property. C.R.S. Section 31-15-713(1)(a) allows the City to sell and dispose of public buildings, real property used for parks, or real property used or held for any governmental purpose but only after the sale is considered by the electorate at a regular or special election. As such, the City Council must submit a question for the ballot to be considered by voters in order to convey the property at 305 F Street to Salida Senior Citizens, Inc., which does business as the Salida Community Center. The City will also include language in the ballot measure that will require the property to be used as the SCC or similar non-profit purposes, as well as a right of first refusal should the SCC desire to sell the property to someone else.

FISCAL NOTE

None.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance to submit to voters a ballot question to allow the conveyance of the Salida Community Center to Salida Senior Citizens, Inc., doing business as the Salida Community Center.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Ordinance 2022-10, submitting a question to the electors of whether to convey the real property known as the Salida Community Center to Salida Senior Citizens, Inc. for use as the Salida Community Center or other similar non-profit purposes", followed by a second and roll call vote.

CITY OF SALIDA, COLORADO
ORDINANCE NO. 10
(Series of 2022)

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING THE QUESTION TO ELECTORS OF WHETHER TO CONVEY THE REAL PROPERTY KNOWN AS THE SALIDA COMMUNITY CENTER TO SALIDA SENIOR CITIZENS, INC. FOR USE AS THE SALIDA COMMUNITY CENTER OR OTHER SIMILAR NON-PROFIT PURPOSES

WHEREAS, the City of Salida, Colorado (the “City”) is a statutory city, duly organized and existing under the laws of the State of Colorado;

WHEREAS, pursuant to C.R.S. § 31-15-713(1)(a), the City possesses the authority “[t]o sell and dispose of... public buildings, real property used or held for park purposes, or any other real property used or held for any governmental purpose;”

WHEREAS, C.R.S. § 31-15-713(1)(a) further provides that “[b]efore any such sale is made, the question of said sale and the terms and consideration thereof shall be submitted at a regular or special election;”

WHEREAS, the City is the owner of real property located at 305 F Street, Salida, Colorado 81201, which is currently being utilized as the Salida Community Center, and is leased and operated by Salida Senior Citizens, Inc.;

WHEREAS, the current building at 305 F Street has been used exclusively as the Salida Community Center since its construction in 1983;

WHEREAS, Salida Senior Citizens, Inc., a registered nonprofit, and local volunteers have worked tirelessly to make the Salida Community Center a much-needed asset for citizens, organizations and nonprofits to meet;

WHEREAS, some of the crucial programs that Salida Senior Citizens, Inc. administers and facilitates at the Salida Community Center include the Commodity Supplemental Food Program, the Emergency Food Assistance Program, the Children’s Nutrition Program, the annual free Thanksgiving and Christmas dinners; and programs for youths and adult regarding music and art; and

WHEREAS, the City Council now finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents convey this property for ten dollars to Salida Senior Citizens, Inc., a Colorado non-profit corporation, to be utilized in perpetuity as the Salida Community Center, or for other similar non-profit purposes, and to not to be conveyed except with right of first refusal approval by the City, and therefore submits the same question to electors of the City in the coordinated general election to be held on November 8, 2022.

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

Section 1. The foregoing recitals are hereby incorporated as conclusions, facts, determinations, and findings by the City Council.

Section 2. The following ballot language is hereby referred to the registered electors of the City of Salida at the coordinated general election to be held on Tuesday, November 8, 2022. The County Clerk shall cause a notice of election for the conveyance of real property ballot question to be published as part of the coordinated general election publication in substantially the same form as set below and add the question to the City's General Election Ballot:

SHALL THE CITY OF SALIDA CONVEY REAL PROPERTY LOCATED AT 305 F STREET, SALIDA, COLORADO, CURRENTLY KNOWN AND IN USE AS THE SALIDA COMMUNITY CENTER, FOR TEN DOLLARS (\$10.00) TO SALIDA SENIOR CITIZENS, INC., A COLORADO NON-PROFIT CORPORATION, TO BE UTILIZED IN PERPETUITY AS THE SALIDA COMMUNITY CENTER, OR FOR OTHER SIMILAR NON-PROFIT PURPOSES, AND TO NOT BE CONVEYED EXCEPT WITH RIGHT OF FIRST REFUSAL APPROVAL BY THE CITY?

Yes: _____

No: _____

Section 3. If a majority of the votes cast on the above ballot question submitted at the general election to be held on Tuesday, November 8, 2022 are in favor such question, then the City Council shall be authorized to proceed with any necessary action to convey the real property located at 305 F Street, Salida, Colorado 81201 to Salida Senior Citizens, Inc. in the manner approved by the electors of the City, and with a deed and all legal instruments in a form approved by the City Attorney.

Section 4. The legal description of the property to be conveyed is as follows: The front 110 feet of Lots Number 25 and 26 of Block 50, Haskell's Addition to the City of Salida, Chaffee County, Colorado which consists of a one-story brick building known as the Salida Senior Citizens Center.

Section 5. *Severability.* The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING on this 5th day of July 2022, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2022, and set for second reading and public hearing on the 19th day of July, 2022.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this 19th day of July, 2022.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

**ORDINANCE NO. 2022-06
(Series 2022)**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A MAJOR IMPACT REVIEW FOR A 0.60 ACRE PARCEL LOCATED AT 323 WEST FIRST STREET AND LEGALLY KNOWN AS PART OF LOTS 4 & 5, ALL OF LOTS 6-9, AND PART VACATED ALLEY, BLOCK 19, SALIDA, CURRENTLY ZONED C-1 AND I, WITHIN THE HWY 291 ESTABLISHED RESIDENTIAL OVERLAY, TO PLACE A PLANNED DEVELOPMENT OVERLAY ON THE PROPERTY, AND APPROVE THE DEVELOPMENT PLAN AND 16-LOT MAJOR SUBDIVISION FOR RESIDENCES AT SALIDA BOTTLING COMPANY.

WHEREAS, the City of Salida Planning Commission conducted a public hearing on the planned development and major subdivision application for the subject property on February 8, 2022 and forwarded to the City Council its recommendation that the subject property be approved, with conditions, as a planned development overlay pursuant to the attached Residences at Salida Bottling Company development plan included as Exhibit A; and

WHEREAS, the City of Salida Planning Commission reviewed and recommended approval, with conditions, of a sixteen-lot subdivision (Residences at Salida Bottling Company) within the planned development overlay, illustrated on Exhibit B; and

WHEREAS, the project is consistent with the purpose, conditions and evaluation standards for planned development districts; and

WHEREAS, the proposals for the subject property are consistent with the policies and goals of the City's land use regulations and Comprehensive Plan, and will advance the public interest and welfare; and

WHEREAS, the City Council held a public hearing on the proposals on April 5, 2022 and May 3rd, 2022; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO as follows:

Section One

That the entirety of the property comprising Part of Lots 4 & 5, All of Lots 6-9, And Part Vacated Alley, Block 19, Salida to wit, the 0.60 acres, be and is hereby approved as a Planned Development Overlay with the attached development plan and a sixteen-lot subdivision (Residences at Salida Bottling Company) with the attached subdivision plat and conditions of approval, which is attached to this ordinance as Exhibit C.

Section Two

Upon approval by the City Council of the Final Development Plan for the Residences at Salida Bottling Company Planned Development it shall be considered a site specific development plan and granted a vested property right. The City Council is approving the vested property right subject to the terms and conditions contained in the development plan and this ordinance and

failure to abide by such terms and conditions may, at the option of the City Council, after a public hearing, result in the forfeiture of vested property rights.

Section Three

Upon approval by the City Council the applicant shall have one hundred eighty (180) days to submit a final Mylar of Exhibits A and B; and incorporating the conditions of approval attached as Exhibit C for the Mayor's signature and recordation.

Section Four

The City Clerk is hereby directed to undertake the following actions upon the adoption of this Ordinance:

1. Publish this Ordinance in a newspaper of general circulation in the City of Salida.
2. Following recording of the Mylar, the Clerk shall promptly amend the official city zoning district map to incorporate and reflect the planned development overlay of the subject property.

Section Five

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Six

The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of the Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on March 15, 2022 and set for second reading and public hearing on the 5th day of April, 2022 and the 3rd day of May, 2022.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 3rd day of May, 2022.



CITY OF SALIDA

By: _____

Dan Shore, Mayor

ATTEST: _____

Erin Kelley

(SEAL)

City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 15th day of March, 2022 and **IN FULL**, after Final Adoption on the 3rd day of May, 2022.

By: 
City Clerk

EXHIBIT C:**Conditions of Approval for Residences at Salida Bottling Company Planned Development and Major Subdivision**

1. The Inclusionary Housing (IH) Notes on the PD Plan and applicable Plat notes shall be modified as follows:

IH Note #1 & Plat Note #9:

A minimum of four (4) deed-restricted units shall be provided, if these units are for sale, one shall be no greater than 120% AMI, one no greater than 140% AMI (excluding studios), and two no greater than 160% AMI (excluding studios and 1 bedrooms)

If these units are for rent, a minimum of one-half of the units shall be at 80% AMI, and no unit shall exceed 100% AMI. If a for-rent unit converts to for-sale, its AMI shall adjust accordingly.

IH Note #2 & Plat Note #10:

Two (2) of the deed-restricted units shall be built and receive certificate of occupancy (CO) prior to the eighth (8th) market rate unit on the site receiving a CO; the average AMI of the first two units shall not exceed 140%.

IH Note #3 & Plat Note #11:

For any affordable unit(s) required to be built, the developer shall pay at the time of certificate of occupancy (CO) the applicable inclusionary housing fee-in-lieu for each non-inclusionary unit built prior to receiving CO for the affordable unit(s). Once the required affordable units have received CO, those fees-in-lieu shall be returned to the developer.

IH Note #4:

Occupants of any Inclusionary Housing Units shall not be responsible for homeowner's association assessments or dues beyond those fairly-priced specifically for utilities, trash services, and the like. Should the developer or HOA desire, they may renegotiate this condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.

IH Note #5 & Plat Note #12:

Inclusionary housing units shall meet all other applicable inclusionary housing code requirements.

2. Building permits are required and the plan shall meet Building Department requirements.
3. An Operations and Maintenance manual shall be subject to review by the City and recorded with the Plat.

4. Applicant shall obtain necessary CDOT utility permits.
5. Applicant is required to pave and provide drainage improvements to alley, after construction, from I Street to the southeastern-most access drive.
6. There shall be no staging (i.e. phasing) of the infrastructure and public improvements. This includes that all private gas lines must be installed in a common trench at the same time, and no additional private gas lines can be installed after the initial installation. The Operations and Maintenance guide shall ensure compliance with all relevant State Statutes, including but not limited to, Statutes regarding the obligations and procedures for owners of underground facilities to locate and excavate those facilities. If the applicant does not agree to these conditions, then there shall be no private gas lines on site.
7. Applicant shall upsize the 4 inch 1st Street water main to 8 inches to meet anticipated fireflow requirements.
8. Applicant shall pave the south half of 1st Street where new water services are proposed.
9. Outstanding engineering comments must be addressed prior to approval of the SIA.
10. Applicant shall provide a stamped surveyor's confirmation demonstrating compliance with the Grading Plan submitted as part of the Civil Drawings. This documentation shall be provided after the foundation is backfilled.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Attorney	Nina P. Williams - City Attorney	July 19, 2022

ITEM

Ordinance 2022-11: **AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING ORDINANCE No. 2022-06 TO A SPECIAL REFERENDUM ELECTION, AND CALLING A SPECIAL CITY ELECTION FOR NOVEMBER 8, 2022**

BACKGROUND

Reconsideration of Ord 2022-06

Following passage of Ordinance 2022-06, approving the development commonly known as the Salida Bottling Company (SBC) project, a referendum petition was timely filed with the City Clerk. Under C.R.S. 31-11-105, upon a determination of petition sufficiency (which occurred on Friday, July 8), the Council must “promptly” reconsider Ordinance 2022-06. That reconsideration is listed on your agenda.

Adoption of ordinance referring Ord 2022-06 to voters

The cited statute then provides that if the ordinance is not repealed, the Council shall refer the matter to City voters for their consideration at a regular or special election, to be held no sooner than 60 days after the referendum petitions are determined to be sufficient (Sept. 6, 2022) and by no later than 150 days after that date. The ordinance in your packet accomplishes compliance with a number of requirements in the election law. Specifically, it: (a) refers the question of approval of Ordinance 2022-06 to voters, as required by the referendum statutes, (b) “calls” a special City election to be held in conjunction with the coordinated election to be conducted by the County Clerk on November 8, 2022, (the 123rd day after petition sufficiency), as required by the Municipal Election Code, and (c) sets a ballot title for the referendum, also as required in the referendum statutes.

The Council must “call” a special election for November 8, 2022 because that is not a regular municipal election date. Once passed, the clerk will transmit the City’s ballot content to the County clerk under current statutory and IGA guidance.

FISCAL NOTE

There are always some costs associated with participation in a coordinated election. These costs are affected by how many issues the City refers to the ballot in November.

STAFF RECOMMENDATION

The City Attorney recommends approval of Ordinance 2022-11: **AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING ORDINANCE No. 2022-06 TO A SPECIAL REFERENDUM ELECTION, AND CALLING A SPECIAL CITY ELECTION FOR NOVEMBER 8, 2022.**



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
City Attorney	Nina P. Williams - City Attorney	July 19, 2022

SUGGESTED MOTION

A City Council member should state, "I move to approve Ordinance 2022-11: **AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO SUBMITTING ORDINANCE No. 2022-06 TO A SPECIAL REFERENDUM ELECTION, AND CALLING A SPECIAL CITY ELECTION FOR NOVEMBER 8, 2022**

CITY OF SALIDA, COLORADO
ORDINANCE NO. 11
(Series of 2022)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
 COLORADO SUBMITTING ORDINANCE No. 2022-06 TO A SPECIAL
 REFERENDUM ELECTION, AND CALLING A SPECIAL CITY ELECTION FOR
 NOVEMBER 8, 2022**

WHEREAS, the City of Salida, Colorado (the “City”) is a statutory city, duly organized and existing under the laws of the State of Colorado;

WHEREAS, pursuant to C.R.S. § 31-11-105, a referendum petition protesting Ordinance No. 2022-06 was timely filed with the City clerk and a final determination of petition sufficiency has taken place;

WHEREAS, pursuant to said statute, at its regular meeting held on July 19, 2022, the Salida City Council reconsidered and chose not to repeal Ordinance No. 2022-06;

WHEREAS, pursuant to said statute the Council is required to submit Ordinance No. for approval to the voters of the City of Salida;

WHEREAS, pursuant to C.R.S. 31-11-111 Council is required to fix a ballot title for the referendum, endeavoring to accommodate the general understanding of a “yes” or “no” vote, as directed in subsection (3) of said statute:

WHEREAS, the foregoing obligations also require that the City call a special election in order to afford Salida voters the opportunity to vote on the Ordinance No. 2022-06 referendum,

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

Section 1. Pursuant to C.R.S. 31-10-108, a special election of the City of Salida is called for Tuesday, November 8, 2022

Section 2. The following question shall be submitted to the registered electors of the City of Salida at the special City election to be held in conjunction with the coordinated general election to be held on Tuesday, November 8, 2022 and conducted by the County Clerk. The County Clerk shall cause a notice of election for the referendum question to be published as part of the coordinated general election publication in substantially the same form as set below and add the question to the City’s General Election Ballot:

**SHALL ORDINANCE No. 2022-06, CONCERNING THE SALIDA BOTTLING
 COMPANY PROJECT, BE APPROVED?**

Section 3. If a majority of the votes cast on the ballot questions submitted at the general election to be held on Tuesday, November 8, 2022, are in favor such question, Ordinance No. 2022-06 shall take effect.

INTRODUCED ON FIRST READING on this 19th day of July, 2022, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this ____ day of _____, 2022, and set for second reading and public hearing on the ____ day of _____, 2022.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on this ____ day of _____, 2022.

City of Salida

Mayor Dan Shore

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	July 19, 2022

ITEM

Resolution 2022-31: A resolution declaring the Newman Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for September 6, 2022.

BACKGROUND

The applicant, Christopher Newman is requesting to annex his 1 acre property located at 7680 C.R.140 parcel into the City. The site adjoins the Angel View property and is across the street from the Upchurch property that was annexed last year. There is a single-family residence and an ADU located on the property.





CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	July 19, 2022

When annexing a property, the City must follow adopted state laws which provide a framework and procedures to follow. Below is a brief summary of the steps and standards that need to be followed according to Colorado Revised Statutes.

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
- The public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation;
- Council adopts a resolution stating the proposed findings on the annexation;
- Council approves an annexation agreement; and
- Council holds a public hearing on the proposed zoning.

FISCAL NOTE

STAFF RECOMMENDATION

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends Council adopt the proposed resolution setting a public hearing for September 6, 2022.

SUGGESTED MOTION

A Council person should make a motion to “approve Resolution 2022-31 declaring the Newman Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for September 6, 2022.”

Attachment: Resolution 2022-31

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 31
SERIES OF 2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
FINDING THE NEWMAN ANNEXATION PETITION TO BE IN SUBSTANTIAL
COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON
SAID PETITION.**

WHEREAS, on May 31, 2022, Christopher Newman filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of 1 acre located at 7680 C.R. 140 in the County of Chaffee, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
 - a. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
 - a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

- ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;
3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA THAT:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on September 6, 2022 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

RESOLVED, APPROVED AND ADOPTED this 19th day of July, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

A tract of land located in the Northeast ¼ of the Northwest ¼ of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the south boundary of County Road No. 140 from whence the north quarter corner of said Section 6 bears North 87°19' East 1008.0 feet (said quarter corner is located 14.82 feet due south of a brass capped witness corner), also from said beginning point the northwest corner of the Northeast ¼ of the Northwest ¼ of said Section 6 bears North 79°23'14" West 319.37 feet;

Thence proceeding around the tract herein described South 88°55'09" East along the south boundary of said County Road 140 a distance of 242.0 feet;

Thence leaving said south roadway boundary South 01°04'51" West 180.0 feet;

Thence North 88°55'09" West 242.0 feet;

Thence North 01°04'51" East 180.0 feet to the point of beginning.

Directions are based on solar observation.

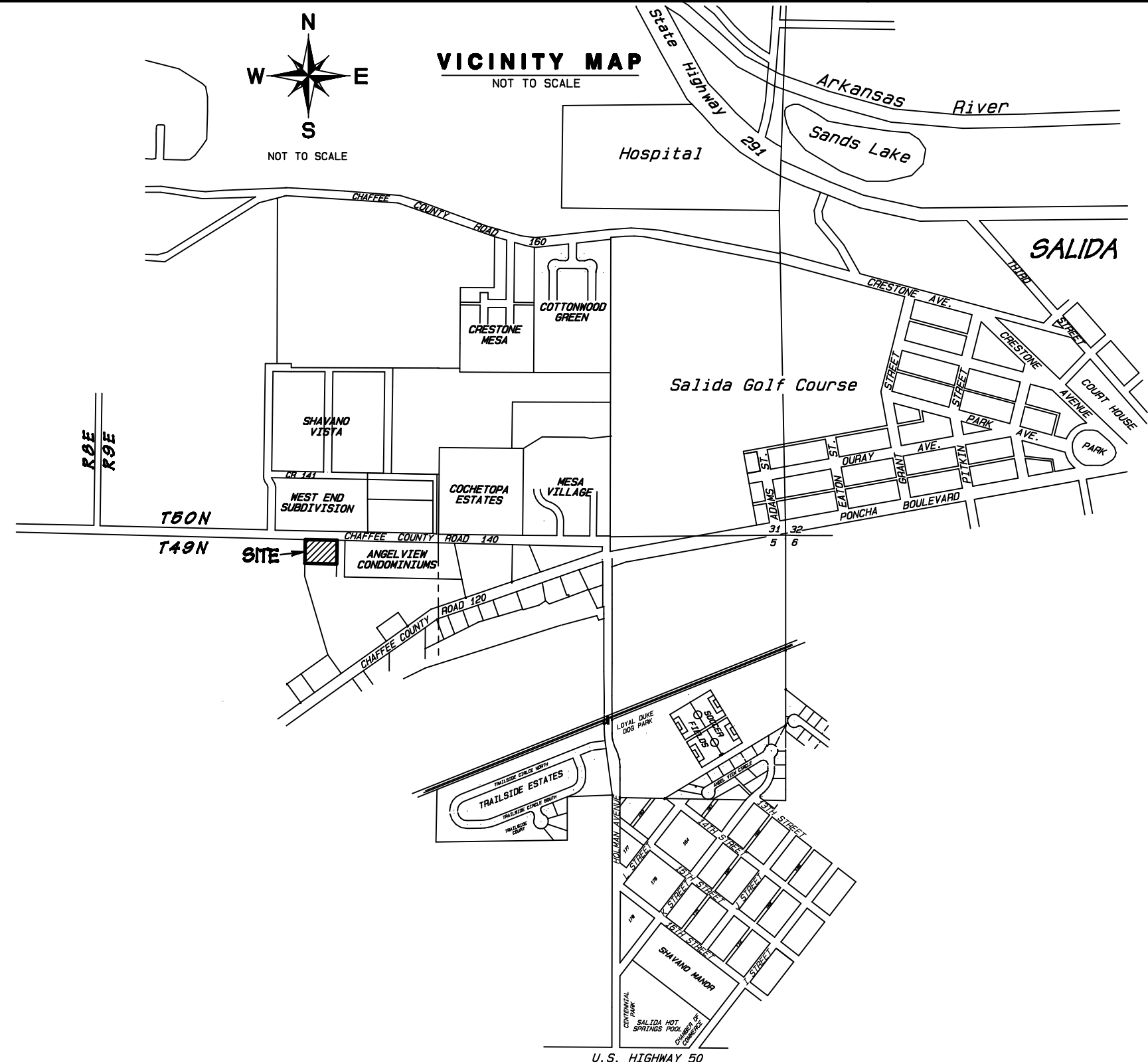
Also known by the following address:

7680 County Road 140, Salida, CO 81201

And assessor's schedule or parcel number: 380706200002

NEWMAN ANNEXATION PLAT

LOCATED IN THE
NE1/4 NW1/4 OF SECTION 6, T 49 N, R 9 E, N.M.P.M.
CHAFFEE COUNTY, COLORADO



NEWMAN ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY CHRISTOPHER PAUL NEWMAN AND ALEXANDRIA LIV PONDER NEWMAN, THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;
AND

WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 202____, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 38-12-107(I), C.R.S., AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 202____, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____ (SERIES OF 202____), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED;
AND

WHEREAS, ON _____, 202____, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 202____), APPROVING AND ANNEXING THE NEWMAN ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE NEWMAN ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 1.0 ACRE, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS:

A tract of land located in the Northeast 1/4 of the Northwest 1/4 of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described as follows:
Beginning at a point on the south boundary of County Road No. 140 from whence the north quarter corner of said Section 6 bears North 87°14' East 1008.0 feet (said quarter corner is located 14.82 feet due south of a brass capped witness corner), also from said beginning point the northwest corner of the Northeast 1/4 of said Section 6 bears North 79°23'14" West 319.37 feet;
thence proceeding around the tract herein described South 88°55'09" East along the south boundary of said County Road 140 a distance of 242.0 feet;
thence leaving said south roadway boundary South 1°04'51" West 180.0 feet;
thence North 88°55'09" West 242.0 feet;
thence North 1°04'51" East 180.0 feet to the point of beginning.
Directions are based on solar observation.

SUBJECT TO THE TERMS AND CONDITIONS OF THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

CITY OF SALIDA APPROVAL:

APPROVED THIS _____ DAY OF _____, 202____.

BY: _____
MAYOR OF THE CITY OF SALIDA

ATTEST: _____
CITY CLERK

OWNERS:

Christopher Paul Newman and Alexandria Liv Ponder Newman
7680 County Road 140
Salida, CO. 81201

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BEING THE OWNERS OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON DESIRE AND APPROVE OF THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

Christopher Paul Newman
Alexandria Liv Ponder Newman

STATE OF COLORADO }
COUNTY OF CHAFFEE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 202____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

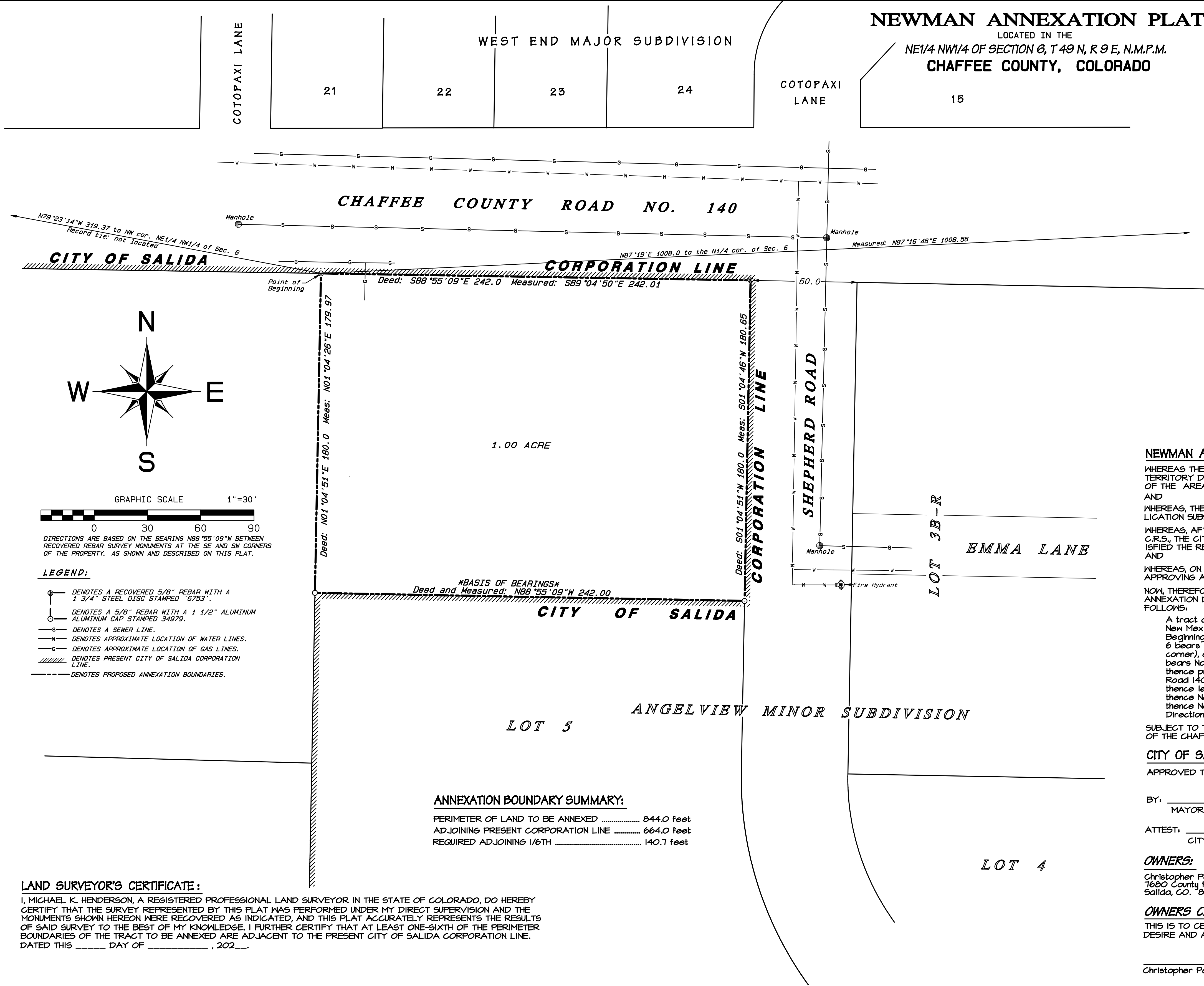
ADDRESS: _____

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE NEWMAN ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____, UNDER RECEPTION NUMBER(S) _____.

CHAFFEE COUNTY CLERK AND RECORDER

NEWMAN ANNEXATION PLAT IN THE NE1/4 NW1/4 OF SEC. 6, T 49 N, R 9 E, N.M.P.M. CITY OF SALIDA, COLORADO	
CHAFFEE COUNTY	COLORADO
Job Number: J-22-086 DESIGNED: M. K. H. DRAWN BY: TMOO CAD CHECKED: S318 P. 50 FIG. BOOK: S313 GPS	HENDERSON LAND SURVEYING CO., INC. 203 G STREET SALIDA, COLORADO DATE: 5/26/22 DRAWING NO. L-22-26



LEGEND:

- DENOTES A RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED "6753".
- DENOTES A 5/8" REBAR WITH A 1 1/2" ALUMINUM ALUMINUM CAP STAMPED 34979.
- S— DENOTES A SEWER LINE.
- W— DENOTES APPROXIMATE LOCATION OF WATER LINES.
- G— DENOTES APPROXIMATE LOCATION OF GAS LINES.
- ===== DENOTES PRESENT CITY OF SALIDA CORPORATION LINE.
- DENOTES PROPOSED ANNEXATION BOUNDARIES.

LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE.
DATED THIS _____ DAY OF _____, 202____.

GENERAL LAND SURVEYOR'S NOTES:

- ANNEXATION DESCRIPTION BASED ON FIRST AMERICAN TITLE INSURANCE COMPANY TITLE POLICY NO. 5011408-00634606 (CENTRAL COLORADO TITLE & ESCROW FILE NO. 21-16164) DATED BIVEMBER 23M 2021.
- DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS OF THE RECOVERED REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON.

MICHAEL K. HENDERSON
REG. L. S. NO. 16117
STATE OF COLORADO

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE NEWMAN ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 202____.

CITY CLERK

NOTICE: 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 SURVEYOR'S STATEMENT CONTAINED HEREON.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	July 19, 2022

ITEM

Resolution 2022-31 – A Resolution of the City Council for the City of Salida, Colorado, Consenting to the Chaffee Housing Authority Seeking Voter Approval for an Increase in Ad Valorem Property Taxes

BACKGROUND

The City of Salida, in partnership with Chaffee County and the Town of Buena Vista, created the Chaffee Housing Authority in late 2020 with the express intent of working towards providing tools to create and maintain workforce and affordable housing opportunities in Chaffee County. The County, and the municipalities therein, are facing an extreme crisis due to the lack of affordable housing opportunities for workers and residents alike. The Intergovernmental Agreement that created the Chaffee Housing Authority provides that the Authority may be funded by sales or property taxes to provide sustainable, long-term revenues for the Authority to reach its goals. Following extensive research by the Authority's Board of Directors, it was determined that the Authority should place a ballot measure on the November 2022 general election ballot to ask voters to increase property taxes for affordable and workforce housing projects and programs.

As noted in the attached memorandum from the Chaffee Housing Authority, the Board of Directors has determined that it will request of voters to establish a new property tax mill levy of 3.5 mills, which would generate approximately \$2M in annual revenues for the Authority. Based on the current median assessed home value in Chaffee County, it is estimated that this would cost homeowners less than \$10 per month, or just under \$120 per year. For commercial property owners, it is estimated to cost the owners less than \$34 per month, or just under \$420 per year. As discussed by the City Council, these costs are minimal when compared to the loss of workforce and retraining costs when employees are forced to move out of Salida and Chaffee County. The attached memo from the Chaffee Housing Authority provides additional information on programming and projects that would be funded via the proposed property tax, if approved by voters.

FISCAL NOTE

None directly to the City of Salida; however, if approved by voters, the new mill levy for the Chaffee Housing Authority would generate approximately \$2M in annual revenues.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2022-32 to ask voters to provide sustainable and long-term revenues to fund the Chaffee Housing Authority for workforce and affordable housing opportunities.

SUGGESTED MOTION

A City Councilperson should state, "I move to approve Resolution 2022-32, consenting to the Chaffee Housing Authority seeking voter approval for an increase in ad valorem property taxes", followed by a second and a roll call vote.



To: City Council, City of Salida

From: Becky Gray, Director of Chaffee Housing Authority

Date: July 14, 2022

Subject: Sustainable Funding for the Chaffee Housing Authority

Background

The Chaffee Housing Authority (CHA) has been in operation since 2020, funded through an intergovernmental agreement (IGA) between Chaffee County, the City of Salida, and the Town of Buena Vista. We have been able to leverage the funding provided through that IGA to bring an additional \$3,066,165 to affordable housing efforts in Chaffee County, including community outreach and education, state and federal advocacy, establishing a Rental Deposit Guarantee Program, launching the City of Salida's Open Doors Program, establishing a strategic plan, updating the Housing Needs Assessment, and putting into place the organizational operating structure to provide excellent service to our community while maintaining transparency to the public.

The IGA under which member jurisdictions provide funding to CHA expires on December 31, 2023, and therefore CHA staff and Board Members have worked to identify a sustainable, consistent revenue source to support our strategic plan.

This memo is intended to provide an outline of our Strategic Plan, our housing production goals, and the process we went through to determine that a 3.5 mill ad valorem tax would provide CHA with the base budget necessary to address the housing crisis in Chaffee County in an objectively measureable way.

Chaffee Housing Authority Strategic Plan

On February 17, 2022, the Chaffee Housing Authority adopted a Strategic Plan for 2022-2026. The following is a summary of the four overarching strategies; you are encouraged to read the entire strategic plan, which can be found here: <https://www.chaffeehousingauthority.org/our-plan>

Goal 1: Policy, Advocacy, and Education

The Chaffee Housing Authority will represent the housing needs of Chaffee County residents, namely low-income households, moderate-income households, and people

employed by Chaffee County employers in policy and strategy discussions at the federal, state, and local levels. CHA will focus on equity and justice when building housing coalitions.

Goal 2: Organizational Operations

The Chaffee Housing Authority will strive to operate the organization with the utmost professionalism, financial responsibility, and transparency.

Goal 3: Affordable Housing Development

The Chaffee Housing Authority will strive to construct or contribute to the construction of permanently affordable housing units in Chaffee County.

Goal 4: Housing Stability Programming

The Chaffee Housing Authority will strive to operate, recruit, and create programs that will provide housing stability to Chaffee County residents.

Housing Production Goals

A draft Housing Needs Assessment (HNA) is poised for adoption by the CHA Board of Directors; this update builds upon the 2016 HNA and offers housing production goals through 2027, based on economic and population growth projections. In summary, the housing market has only gotten less attainable for both renters and home owners due to the following:

- Rents have increased 50% since the 2016 Housing Needs Assessment.
- 49% of renter households can afford no more than \$1,000 per month
- Renters making under \$40,000 have few to no publicly available rental options.
- Only 9% of county households have the income to enter the home ownership market.
- The average home price increased 41% between 2020 and 2022.
- Development dedicated to local workforce housing price points represents less than 10% of overall residential permits.

Our housing production goals include 440 housing units to meet the unmet demand right now, and 670 additional units over the next five years to catch up with the demand, for a total of 1,110 new housing units before 2027. Of those new units the following goals apply:

- 53% of should be studio/1 bedroom
 - o About one third (32%) of households in the three municipalities are a single person living alone.
 - o 77% of households in Chaffee County are comprised of just one or two people.
- 36% should be 2 bedrooms
- 12% should be 3+ bedrooms

Additionally, 60% should be established for renter households and only 40% for owner occupancy.

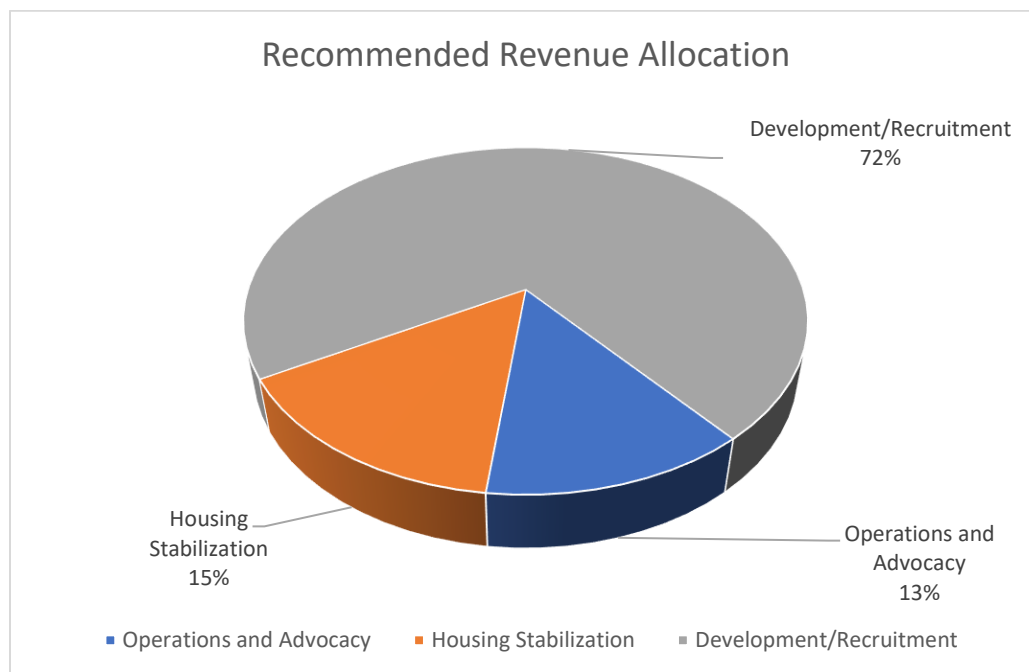
CHA Sustainable Funding Analysis

Resource Allocation

The CHA Board of Directors established an ad hoc committee to identify strategies to meet the Goals outlined in the strategic plan, identify an appropriate amount of financial resources necessary to make measurable impact towards the goals, and determine what form of allowable revenue generation the CHA might use to reach an appropriate operating goal.

Based on the identified needs, the CHA will prioritize revenue allocation to development of new housing units that align with the goals in the HNA. This could come in the form of stand alone projects, public-private partnerships and partnering with employers for employee recruitment and stabilization strategies with regard to housing. Although the allocation percentages will change over time to reflect the needs of the time, at this point, we are estimating that 72% of all revenue generated would be dedicated to development/recruitment.

About 15% of the generated revenue will be dedicated to housing stabilization programming, including deposit assistance in exchange for deed restrictions, rental assistance, and other approaches to stabilize our workforce household. The following chart demonstrates how the CHA would propose to allocate any resource



Needed Resource Estimate

The CHA understands that to reach the production goals outlined in the HNA, we will need to partner with developers to have the greatest impact possible, help stabilize the workforce with down payment and rental assistance, and continue to advocate for increasingly flexible funding from state and federal resources.

The following table demonstrates the proposed subsidy per activity, as well as the total resources needed to have measureable impact:

Table 1- Projected revenue needed

Total revenue needed	\$2,403,500.000	%	Subsidy per unit/household	Total Units/households per year
Organizational Operations	\$ 313,500.00	15%		
Program support	\$ 490,000.00	18%		
Down Payment Assistance	\$ 400,000.00	75%	\$ 40,000.00	10
Rental Subsidies	\$ 90,000.00	25%	\$ 4,500.00	20
Development*	\$ 1,600,000.00	73%	\$ 40,000.00	40

**Development may include subsidies toward infrastructure*

Evaluation of Sources

Once a realistic operating budget goal was established, the ad Hoc committee evaluated what opportunities the CHA had to generate such revenue. By Colorado Statute, a multijurisdictional housing authority can either:

- Increase sales or use tax up to 1%; or,
- Increase ad valorem taxes by up to 5 mills

Both activities, of course require the tax increase to be voted on by the registered electorate within the CHA's political boundaries. Additionally, the IGA establishing the CHA states that each member jurisdiction has to pass a resolution in support of the CHA putting a measure forward to the voters.

Both of these taxation approaches were analyzed, as well as a 5% user fee or \$2,000 license fee on Short Term Rentals and a 0.25% increase in sales tax, providing the committee with revenue estimations for each approach. The committee determined that an ad valorem tax would produce the most consistent, sustainable, and adequate amount of revenue for the CHA's stated goals while having the least impact on low to moderate income residents.

Following that decision, the full CHA Board of Directors convened and was tasked with determining the appropriate number of mills to propose an increase. After thorough deliberation, the CHA Board of Directors voted to put forth a 3.5 mill ad valorem tax measure. While this does not bring the total revenue needed demonstrated in Table 1 above, it does provide enough funding to accomplish measureable results in housing development, access, and stabilization.

The table on the following page demonstrates the revenue generated from a 3.5 mill ad valorem tax as well as the measureable outcomes the CHA may be able to accomplish:

Table 2- Projected 3.5 mill Revenue and Outcomes

3.5 mill property tax	\$ 2,047,908.42	%	Subsidy per activity	Total Units/households per year
Organizational Operations	\$ 307,186.26	15%		
Program support	\$ 368,623.52	18%		
<i>Down Payment Assistance</i>	<i>\$ 276,467.64</i>	<i>75%</i>	<i>\$ 40,000.00</i>	<i>7</i>
<i>Rental Subsidies</i>	<i>\$ 92,155.88</i>	<i>25%</i>	<i>\$ 4,500.00</i>	<i>20</i>
Development*	\$ 1,494,973.15	73%		
<i>55+ development</i>	<i>\$ 373,743.29</i>	<i>25%</i>	<i>\$ 40,000.00</i>	<i>9</i>
<i>Workforce Development</i>	<i>\$ 1,121,229.86</i>	<i>75%</i>	<i>\$ 40,000.00</i>	<i>28</i>

**Development may include subsidies toward infrastructure*

Impact on Chaffee County Property Owners

A 3.5 mill property tax increase will cost less than \$10/month for residential property owners and less than \$34/month for commercial property owners. Yearly, this is less than \$120/year for residential property owners and less than \$420/year for commercial property owners. This is based on the median assessed values.

Request of the City of Salida City Council

On behalf of the CHA Board of Directors, I am asking the City Council for the City of Salida to adopt the attached resolution supporting the CHA's placement of this ad valorem tax on the 2022 ballot, and allowing the registered voters in Chaffee County to either support the increase or oppose their increase, as demonstrated through their vote.

**CITY OF SALIDA, COLORADO
RESOLUTION 2022-32
(Series of 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
CONSENTING TO THE CHAFFEE HOUSING AUTHORITY SEEKING VOTER APPROVAL
FOR AN INCREASE IN AD VALOREM PROPERTY TAXES**

WHEREAS, in October of 2020 the City of Salida entered into an Intergovernmental Agreement (the “IGA”) establishing the Chaffee Housing Authority (the “Authority”); and

WHEREAS, Article V(a)(6) of the IGA provides that the Authority may be funded by ad valorem property taxes; and

WHEREAS, Article V(b)(2) of the IGA requires that the authority obtain prior written consent of the parties to the IGA, including the City of Salida, before proposing an increase in ad valorem property taxes to the registered electors of the Authority; and

WHEREAS, the Board of Directors of the Authority seeks the City’s consent to submit a vote to the registered electors of the Authority increasing ad valorem property taxes to fund the Authority; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Salida and its residents to grant the Authority consent to refer to the registered electors at the November 8, 2022 general election a question to increase ad valorem property taxes by three and one-half (3.5) mills to fund the Authority; and

WHEREAS, the Authority has determined that a three and one-half (3.5) mill levy would generate approximately \$2,046,908.42 in revenue annually, which based on the median assessed value of property would increase costs less than ten dollars (\$10) per month for residential property owners and less than thirty four dollars (\$34) per month for commercial property owners; and

WHEREAS, the City Council has further determined that a dedicated revenue stream to the Authority furthers the goals of the Authority, including but not limited to providing attainable and affordable housing programs or projects for employees of employers located within the jurisdictional boundaries of the Authority, which is in the best interest of the City of Salida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council understands and agrees that the Authority may submit a question for the upcoming election on November 8, 2022, concerning whether ad valorem property taxes shall be increased within the boundaries of the Authority.
3. The Salida City Council recognizes that the Authority has determined to put forth a measure asking voters to approve a 3.5 mill levy increase.

RESOLVED, APPROVED, AND ADOPTED this 19th day of July, 2022.

CITY OF SALIDA, COLORADO

By

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk



CITY COUNCIL ACTION FORM

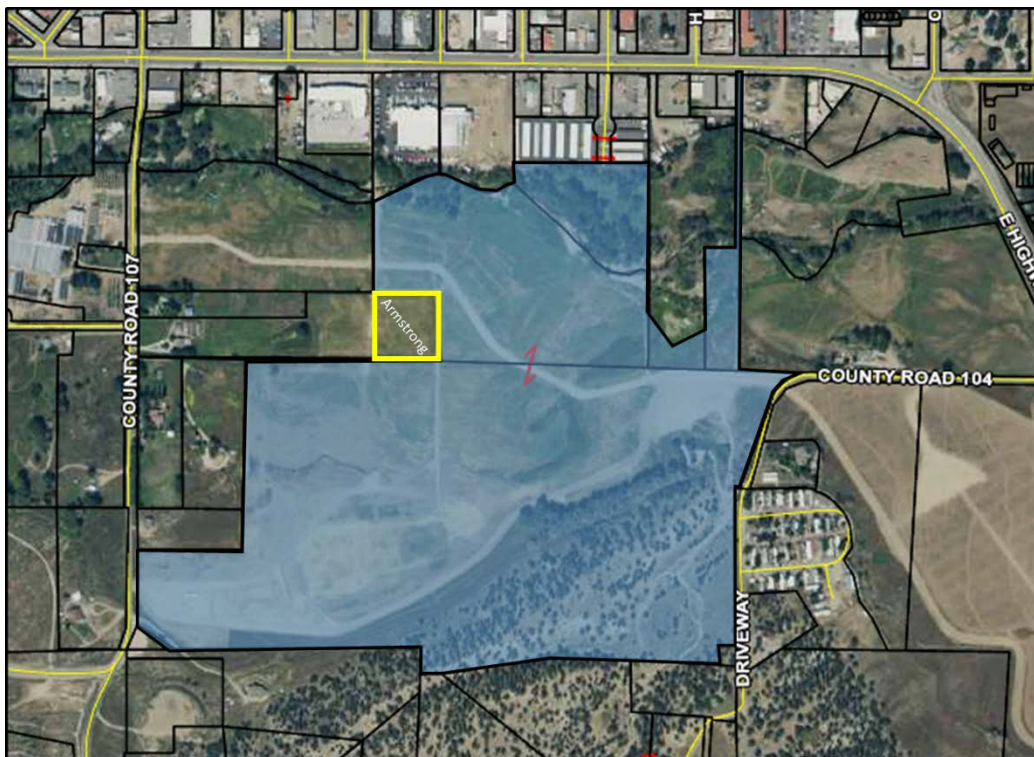
DEPARTMENT	PRESENTED BY	DATE
Planning	Nina P. Williams - City Attorney	June 21, 2022

ITEM

Resolution 2022-33: A Resolution of the City Council of the City of Salida, Colorado, Approving a Contract to Purchase Approximately Two (2) Acres of Real Property Contiguous with the City-Owned Vandaveer Planned Development Area from David and Kathleen Armstrong for Inclusion in Future Development of Said Area.

BACKGROUND

The City of Salida is the owner of roughly 97.5 contiguous acres within the Vandaveer Planned Development area, just south of the South Arkansas River, between CR 107 to the west and CR 104 to the east. This property has long been eyed for a variety of uses, including but not necessarily limited to: residential housing (inc. affordable housing), natural open space areas, and active recreation spaces. Staff recognizes that there is an opportunity to optimize the potential usability and connectivity of the western portion of the site with the purchase of a two-acre parcel located just outside City limits that protrudes into the Vandaveer area.



City-Owned Vandaveer Property (Blue) with ~2 acre Portion of Armstrong Property (Outlined Yellow)



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Nina P. Williams - City Attorney	June 21, 2022

Though certainly not a given, it is anticipated that the bulk of the City property north and northeast of the parcel in question will remain primarily in natural open space use, and that there will be a gradual transition from that open space to active recreational uses (multi-use fields, etc.) towards the center, and eventually to housing and other development in the central/southwestern portions of the site. Much of this conceived layout is based off of existing natural resource locations, on-site water resources, topography, and feasible utility and infrastructure locations, among other factors. Acquisition of this two-acre parcel would allow for the creation of much-needed multi-use recreational field space and related access that could otherwise limit other potential uses if located elsewhere on the site. Furthermore, these 2 acres are essential to preserving some iconic views between the Gentlemen of the Road trail/bridge and the Sangre de Cristo range, as well as the anticipated developed area and areas to the north such as the Arkansas Hills.



Views looking south from Gentlemen of the Road Trail/Bridge and City-owned property towards Sangre de Cristos with 2-acre parcel in red.

City staff and the Attorney's Office have been discussing the possibility of such an acquisition with the Armstrongs dating back to summer of 2021 and recently came to an agreement on a sales price



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Nina P. Williams - City Attorney	June 21, 2022

and terms of the sale. The Armstrongs are willing to sell the parcel for a total of \$175,000 (which corresponds to \$87,500 per acre) with stipulations regarding the use of the parcel specifically for recreational purposes for active park and recreation purposes such as multi-use fields, and other incidental or access-related purposes (i.e. virtually no vertical development). Staff will also work with the sellers to determine the style and design of future fencing that will be installed by the City to delineate the new property boundary.

Following approval of this resolution, the City will initiate a boundary line adjustment with the County to move the boundaries of the City-owned parcel. That will be followed by an Annexation of the two acres and, eventually, a PD modification to include it in the rest of the Vandaveer Planned Development. Coupled with the earlier land swap of the Snyder property on the east side, this acquisition will round out the entire site in preparation of moving forward with the Vandaveer master planning process.

FISCAL NOTE

Cost to City will be \$175,000 plus additional survey, title work, and recording expenses, etc. City will also pay for installation of boundary line fencing (design to be agreed upon by buyer and seller). Overall cost of purchase and additional expenses is anticipated to be less than \$200,000.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2022-33.

SUGGESTED MOTION

"I move to approve Resolution 2022-33 approving a contract to purchase approximately two (2) acres of real property contiguous with the City-owned Vandaveer Planned Development Area from David and Kathleen Armstrong for inclusion in future development of said area."

ATTACHMENTS

Resolution 2022-33

Contract to Buy and Sell Real Estate

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 33
(Series of 2022)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
AUTHORIZING THE PURCHASE OF REAL PROPERTY AND APPROVING A
PURCHASE AND SALE AGREEMENT**

WHEREAS, the City of Salida, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, the City desires to acquire approximately two acres of certain real property located in unincorporated Chaffee County, adjacent to City-owned Vandaveer PD property, generally depicted in Exhibit B of the attached Contract to Buy and Sell Real Estate (“Property”), for active park and recreation purposes, such as multi-use fields, and other incidental or access-related purposes; and

WHEREAS, the City intends for the Property to be part of the larger Vandaveer Ranch Master Planning process, which, as a whole, anticipates active recreation fields and facilities and natural open space at or around the entire City-owned property at Vandaveer; and

WHEREAS, the City Council (“Council”) authorizes the purchase of said Property to accomplish those long range goals; and

WHEREAS, the Council likewise approves the execution of the Contract to Buy and Sell Real Estate, attached hereto as Exhibit A, and authorizes the execution of all necessary documents associated with the purchase and closing of the subject Property.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

Section 1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Salida City Council hereby authorizes the City purchase of the subject Property, and therefore authorizes the Mayor to sign the Purchase and Sale Agreement, attached hereto as Exhibit A.

Section 3. The Salida City Council additionally authorizes the Mayor to execute all necessary documents associated with the conveyance and closing of the subject Property pursuant to the Purchase and Sale Agreement, attached hereto as Exhibit A.

RESOLVED, APPROVED, AND ADOPTED this 19th day of July, 2022.

CITY OF SALIDA

By: _____
Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
Contract to Buy and Sell Real Estate

CONTRACT TO BUY AND SELL REAL ESTATE

PARTIES AND PROPERTY.

Buyer: **City of Salida, Colorado**, a statutory municipal corporation
448 E. First Street
Salida, CO 81201

Sellers: **David H. Armstrong**
Kathleen C. Armstrong
7032 County Road 107
Salida, CO 81201

Whereas, Buyer desires to acquire approximately two acres of vacant real property owned by the Sellers in unincorporated Chaffee County, and as depicted in **Exhibit B**, for active park and recreation purposes, such as multi-use fields, and other incidental or access-related purposes; and,

Whereas, Buyer intends for said property ("Property"), as further described in **Exhibit A**; to be part of the Vandaveer Ranch planning process; and,

Whereas, to that end, it is the City's intent to publicize a Request for Proposals for the Vandaveer Ranch Master Planning process in Summer 2022, with the intent for master planning process to occur through the end of 2022, and with infrastructure installation planned for 2025, and the first phases of development of Vandaveer Ranch intended to be completed by 2026; and,

Whereas, the Buyer intends to apply for a Boundary Line Adjustment with Chaffee County in the next forty five days; and,

Whereas, the Buyer intends to apply for annexation, re-zoning and any other land use and/or subdivision requests with the City as soon as practicable after conveyance of the Property; and

Whereas, Sellers desire to sell Property; and,

Whereas, Buyer desires to purchase said Property.

Therefore, parties agree as follows:

Buyer agrees to buy and Sellers agree to sell, contingent upon on the terms and conditions set forth in this **Contract**, approximately 2.00 acres of unimproved, vacant real property in the County of Chaffee, State of Colorado as further described in **Exhibit A**, attached hereto and incorporated herein.

TOGETHER, with all interest of the Sellers in all applicable vacated streets and alleys adjacent thereto, all applicable easements and appurtenances thereto, all improvements thereon and all

attached fixtures thereto, except as herein excluded (collectively referred to hereinafter as the “Property”).

1. CONTINGENCIES: Parties acknowledge and agree that the entirety of this **Contract** shall be void and without effect unless and until the successful completion of the following:

(a) Buyer shall have thirty (30) days from the full execution of this Contract for a due diligence period, in which Buyer may accept clear title, conduct an environmental assessment pursuant to section 2(e) below, and prepare/conduct any feasibility analysis for Buyer’s intended use of the property.

(b) In the event that clear title or the results of any environmental assessment are unacceptable to Buyer, in the sole subjective discretion of the Buyer, then Buyer shall have the right to terminate this Contract by delivering written notice to Sellers not later than the due diligence period contemplated in 1(a) above. In the event that Buyer terminates the Contract pursuant to this subsection, all payments and things of value received hereunder, including Earnest Money, shall be returned in accordance with Section 18 and the parties shall be relieved of any further obligations hereunder.

(c) Prior to Closing, Sellers shall obtain approval from their lender for a partial release of their current deed of trust, to ensure that Property is being conveyed free and clear of all taxes, liens and encumbrances. Sellers shall notify Buyer in writing that such approval has been obtained, prior to Closing. In the event that Seller does not obtain such approval from their lender, Seller shall immediately notify Buyer in writing that the Contract is terminated pursuant to this subsection, and all payments and things of value received hereunder, including Earnest Money, shall be returned in accordance with Section 18 and the parties shall be relieved of any further obligations hereunder.

(d) Within forty (45) days from the full execution of this Contract, Buyer shall apply for a Boundary Line Adjustment with Chaffee County. Such Boundary Line Adjustment shall be approved, granted and adopted by Chaffee County prior to Closing. In the event that said Boundary Line Adjustment is not processed and approved, granted or adopted by Chaffee County, Sellers shall have the option to terminate this contract, and Sellers choose to terminate this contract, all payments and things of value received hereunder, including Earnest Money, shall be returned in accordance with Section 18 and the parties shall be relieved of any further obligations hereunder.

(e) Sellers are required to obtain new mortgage terms from their mortgage holder in connection with the partial release described above. This Contract is conditional upon Seller determining, in Seller’s sole subjective discretion, whether the proposed New Loan’s payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Seller. This condition is for the sole benefit of the Seller. If the New Loan Terms are not satisfactory to Seller, in Seller’s sole subjective discretion, Sellers shall

have the option to terminate this Contract on or before thirty (30) days from the full execution of this Contract. If Sellers choose to terminate this Contract, Sellers shall immediately notify Buyer in writing, and all payments and things of value received hereunder, including Earnest Money, shall be returned in accordance with Section 18 and the parties shall be relieved of any further obligations hereunder.

2. INCLUSIONS / EXCLUSIONS. Sellers certify that the property consists of undeveloped and vacant open space; therefore, the Purchase Price includes the following items:

(a) if attached to the Property on the date of this **Contract**: None.

(b) if on the Property whether attached or not on the date of this **Contract**: Personal Property belonging to Sellers on Property shall be excluded.

(c) **Water Rights.** There are no water rights being transferred by this Contract.

(d) **Reserved.**

(e) **Environmental Studies.** A phase I was not conducted on the property when it was purchased by Sellers. The Buyer may, at its own cost, cause a phase I environmental report to be prepared. In accordance with Paragraph 1(b) above, in the event that the results of the environmental assessment are unacceptable to the Buyer, in the sole subjective discretion of the Buyer, then the Buyer shall have the right to terminate this Contract by delivering written notice to Sellers not later than the 30 day due diligence period contemplated in Paragraph 1(a) above.

The above-described included items (Inclusions) are to be conveyed to Buyer by Sellers by **Special Warranty Deed** at the Closing, free and clear of all taxes, liens and encumbrances, except as hereinafter provided. The following attached fixtures are excluded from this sale: **None**

3. PURCHASE PRICE AND TERMS. The Purchase Price shall be **One Hundred Seventy-Five Thousand Dollars (\$175,000.00)**, payable in U.S. dollars by Buyer as follows:

(a) **Earnest Money.** Earnest money of **Five Thousand Dollars (\$5,000)** shall be required by the Buyer upon the signing of this Contract, to be credited to the total purchase price at Closing.

(b) **Consideration at Closing.** Remaining amounts due at Closing, which may consist of cash, electronic transfer funds, certified check, or Cashier's Check (Good Funds), as agreed upon by the Parties.

(c) Purchase Price may be increased, only if applicable pursuant to the provisions in Section 5.

4. DEED RESTRICTION. The **Special Warranty Deed** delivered at closing shall specify that the Property will be restricted, in perpetuity, for the following uses: for active park and recreational purposes, such as multi-use fields, and other incidental or access-related purposes, such as a roadway or drive and parking and the ability to relocate a small ditch that runs through the Property, if deemed necessary by the Buyer in order to better accommodate proposed uses. Seller and Buyer shall agree upon deed restriction language within forty five (45) days of the complete execution of this Contract. If the parties do not agree on the final form of the deed restriction within forty five (45) days of the complete execution of this Contract, this Contract shall terminate, and all payments and things of value received hereunder, including Earnest Money, shall be returned in accordance with Section 18 and the parties shall be relieved of any further obligations hereunder.

5. APPRAISAL AND SURVEY. The Buyer has requested and ordered a survey of the Property. The Buyer is waiving its request for an appraisal. The cost of the survey shall be paid by the Buyer. Sellers may provide Buyer with any previously obtained appraisals or surveys in the possession of Sellers. Should the 2022 survey ordered by the Buyer conclude that the Property is greater than two (2.00) acres, the Purchase Price shall be increased by a price of Eighty-Seven Thousand Five Hundred (\$87,500.00) per acre, prorated to the nearest hundredth of an acre, for any acreage above the two (2.00) acres.

6. NOT ASSIGNABLE. This **Contract** shall not be assignable by either party without prior written consent of both parties. Except as so restricted, this **Contract** shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

7. EVIDENCE OF TITLE. Buyer will obtain, at Buyer's expense, a current commitment for Owner's Title Insurance Policy in an amount equal to the Purchase Price within fifteen (15) days after the due diligence period pursuant to Section 1 above (Title Deadline). Sellers shall also deliver to Buyer any Abstract(s) of Title in their possession, certified to the last date of any previous certification. The Title Insurance Commitment, together with any copies or abstracts of instruments furnished pursuant to this Section, constitutes the title documents (Title Documents). Buyer, or Buyer's designee, must request Sellers, in writing, to furnish copies or abstracts of instruments in their possession listed in the Schedule of Exception no later than ten (10) calendar days after Title Deadline.

8. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Sellers on or before ten (10) calendar days after Buyer's receipt of the Title Insurance Commitment, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the Title Commitment

together with a copy of the Title Document adding new Exception(s) to title. If Sellers do not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Sellers shall deliver to Buyer, on or before the Title Deadline set forth in Section 7, true copies of all lease(s) and survey(s) in Sellers' possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Sellers have actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Sellers or revealed by such inspection shall be signed by or on behalf of Buyer and given to Sellers on or before Buyer acquires the property. If Sellers do not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) Right to Cure. If Sellers receive notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Sellers shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Sellers fail to correct said unsatisfactory title condition(s) on or before the date of closing, this **Contract** shall then terminate; provided, however, Buyer may, by written notice received by Sellers, on or before closing, waive objection to said unsatisfactory title condition(s).

9. INSPECTION. Buyer or any designee shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Sellers on or before **thirty (30) days** after the effective date of this Contract, the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer. If such notice is received by Sellers as set forth above, and if Buyer and Sellers have not agreed, in writing, to a settlement thereof on or before **ten (10) days** after Sellers' Receipt of the notice (Resolution Deadline), this **Contract** shall terminate three (3) calendar days following Resolution Deadline; unless, within the three (3) calendar days, Sellers receive written notice from Buyer waiving objection to any unsatisfactory condition. Buyer is responsible for and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

10. DATE OF CLOSING. The date of closing shall be within ninety (90) days of this contract, or by mutual agreement at an earlier or later date. The location of the closing shall be at Central Colorado Title & Escrow, 129 E. Hwy 50, Salida, Colorado 81201.

11. TRANSFER OF TITLE. Subject to the terms of payment at, and after, Closing, as required and specified herein, and compliance by Buyer with the other terms and provisions

hereof, Sellers shall execute and deliver a good and sufficient **Special Warranty Deed** to Buyer, on Closing, conveying the Property free and clear of all taxes. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except: (i) distribution utility easements (including cable TV); (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 8(a); (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 8(b); and (iv) subject to building and zoning regulations.

12. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

13. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer shall pay all closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Sellers shall sign and complete all customary or required documents at or before closing. All fees for real estate closing services shall be paid at closing by the Buyer.

14. PRORATIONS. Buyer shall be solely responsible for and shall pay all of the accrued general property taxes after the date of closing, due in the subsequent year, after the date the property is added from the tax rolls by the Chaffee County Assessor.

15. POSSESSION. Possession of the Property shall be delivered to Buyer immediately upon Closing.

16. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this **Contract**, the Property and Inclusions shall be delivered in the condition existing as the date of this **Contract**, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total Purchase Price, Sellers shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damage exceeds such sum, this **Contract** may be terminated at the option of Buyer. Should Buyer elect to carry out this **Contract** despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total Purchase Price.

17. TIME OF ESSENCE / REMEDIES. Time is of the essence hereof. If any note or check received as the Earnest Money Deposit hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) IF BUYER IS IN DEFAULT: Sellers may elect to treat this **Contract** as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Sellers, and Sellers may recover such damages as may be proper, or

Sellers may elect to treat this **Contract** as being in full force and effect and Sellers shall have the right to specific performance or damages, or both.

(b) IF SELLERS IN DEFAULT: Buyer may elect to treat this **Contract** as cancelled, in which case all payments and things of value received hereunder, including Earnest Money, shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this **Contract** as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) COSTS AND EXPENSES: Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this **Contract**, the court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

18. TERMINATION. In the event this **Contract** is terminated before closing, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to Section 17.

19. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this **Contract** shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

20. ENTIRE AGREEMENT. This **Contract** constitutes the entire contact between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this **Contract**.

21. NOTICE OF ACCEPTANCE; COUNTERPARTS. This offer to sell and enter into this **Contract** shall expire unless accepted in writing by Buyer, as evidenced by its signatures below, and the Sellers receive notice of such acceptance on or before Sellers' acquisition of the property (Acceptance Deadline). If accepted, this document shall become a contract between Sellers and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

22. COVENANTS SURVIVING CLOSING. Upon Closing of this contract, the following covenants shall be enforceable until conditions surrounding the covenants are met. Failure to enforce any provision contained herein shall not be considered a waiver to that provision or any other provision contained herein.

- a. Buyer shall be responsible for the installation of a fence along the Property line, in a design to be mutually agreed upon by the Buyer and the Sellers.
- b. Any lighting installed on the Property by the Buyer will be directed and oriented away from County Road 107.
- c. Buyer shall have the right following closing to relocate a small drainage ditch that runs through the property, if deemed necessary by the Buyer, in order to better accommodate the proposed uses.

23. BROKERS, COMMISSIONS, AND OTHER THIRD-PARTY FEES. Buyer and Sellers shall be responsible for their own respective costs and fees for attorney reviews, brokerage or agent arrangements, or other commissions, as applicable. Such arrangements, if applicable shall be handled in separate contracts as this Contract is not intended to create any third-party rights. Buyer is responsible for all closing costs, pursuant to Section 13.

BUYER: CITY OF SALIDA, COLORADO

By: _____

Dan Shore, Mayor

Date: _____, 2022

Attest:

By: _____

City Clerk

SELLER: DAVID H. ARMSTRONG

By: _____

David H. Armstrong, Owner Date:_____

SELLER: KATHLEEN C. ARMSTRONG

By: _____

Kathleen C. Armstrong, Owner Date:_____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David H. Armstrong.

Witness my hand and official seal:

[SEAL]

Notary Public, State of Colorado

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kathleen C. Armstrong.

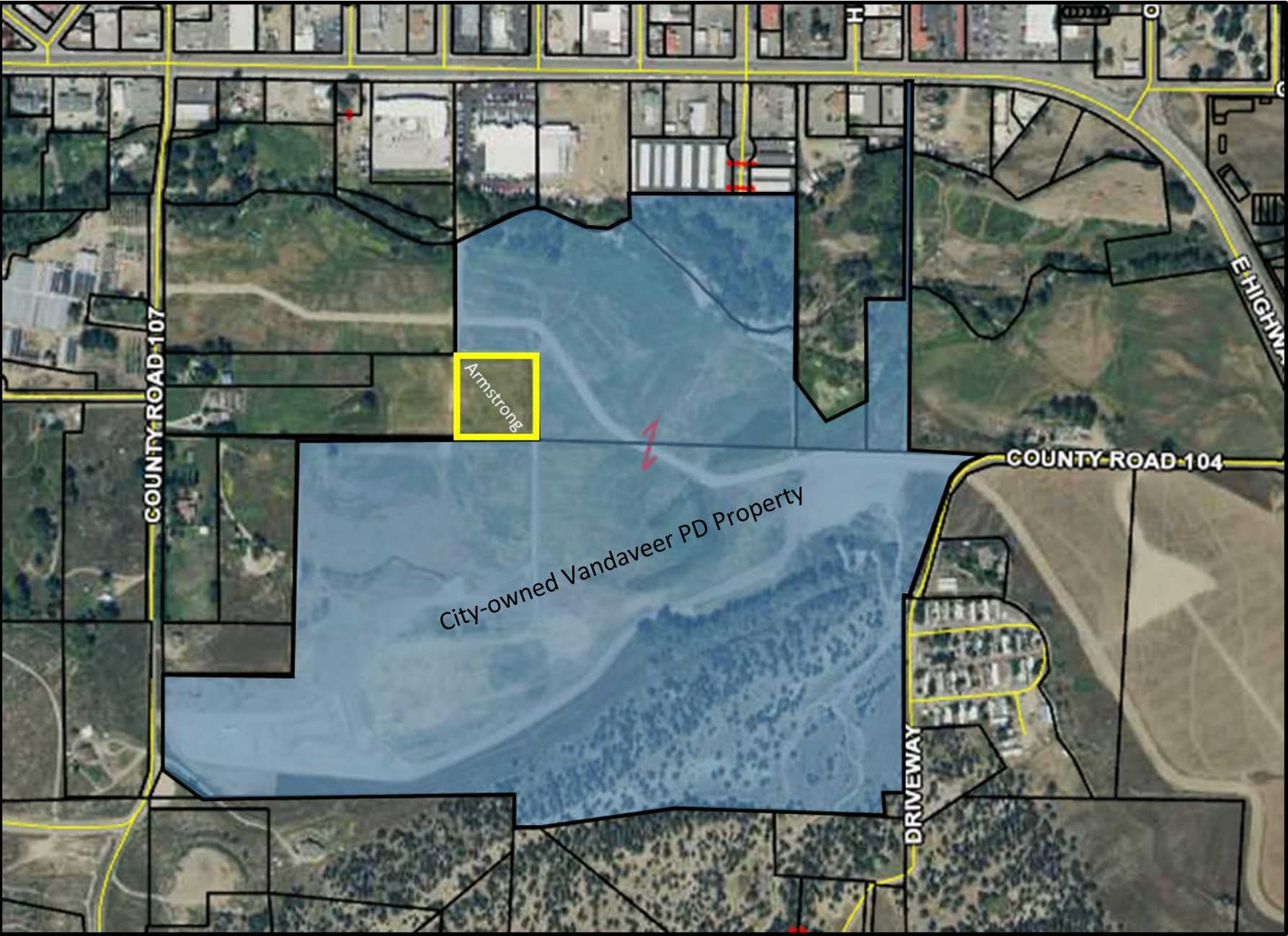
Witness my hand and official seal:

[SEAL]

Notary Public, State of Colorado

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
VISUAL DEPICTION OF PROPERTY





CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE 7/19/22
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ITEM

New Business - Approve Resolution 2022-34 re-appointing Kristy Falcon to a 2-year term on the PROST advisory board and the resignations of Lisa DeYoung and Amy Reed.

BACKGROUND

The new PROST advisory board was appointed in June of 2020 and held its first meeting in Sept. 2020. At that point, 3 members (including alternates) began 2-year terms and 2 began 1-year terms. The members whose 2-year terms are up are Kristy Falcon, Amy Reed, and Lisa DeYoung. Kristy Falcon would like to be re-appointed. Amy Reed and Lisa DeYoung would like to resign.

Resignations requests:

- DeYoung - longest running member at 10 years with the past 2 being the chairperson, "time to move on".
- Reed - Pulling back from volunteer commitment to focus on family.

Term breakdowns are in the table below.

Member	Appointment	Re-appointment
DeYoung	2014	2020
Daryl Huschka	2016	2021
Rob White	6/2020	2022 (alternate to voting member)
Connor Maher	6/2020	2022 (alternate to voting member)
Amy Reed	6/2020	2022
Kristy Falcon	6/2020	2022
Jessica Downing	6/2020	2021

STAFF RECOMMENDATION

To approve re-appointing Kristy Falcon and the resignations of Lisa DeYoung and Amy Reed.

SUGGESTED MOTION

A Councilperson should move to approve Resolution 2022-34.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 34
(Series of 2022)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING CITIZEN APPOINTMENTS TO THE PARKS, RECREATION, OPEN SPACE AND TRAIL ADVISORY BOARD PURSUANT TO SECTION 2-14-10 OF THE SALIDA MUNICIPAL CODE.

WHEREAS, in accordance with Section 2-14-10 of the Salida Municipal Code (“SMC”), the City Council shall select and appoint person(s) to serve as members of the Parks, Recreation, Open Space and Trails Advisory Board (PROST); and

WHEREAS, there are three members whose terms expired in June, 2022 and one wishes to continue to serve on the PROST; and

WHEREAS, the City Council appreciates the service these members of the community have devoted to bettering Salida through participation on the PROST and

WHEREAS, in accordance with Section 2-14-10 of the Salida Municipal Code (“SMC”), the City Council shall confirm the appointments by majority vote.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby re-appoints the following individual(s) to serve on the PROST:
 - a. Kristy Falcon as a regular member, term to expire June, 2024.

RESOLVED, APPROVED, AND ADOPTED this 19th day of July, 2022.

CITY OF SALIDA, COLORADO

By

Mayor Dan Shore

[SEAL]
ATTEST:

City Clerk



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	July 19, 2022

ITEM

Resolution 2022-35 – A Resolution of the City Council for the City of Salida, Colorado, Approving the Colorado Regional Opioid Intergovernmental Agreement Between the Town of Poncha Springs, the Town of Buena Vista, Chaffee County, and the City of Salida

BACKGROUND

As you are aware, the Salida City Council approved Resolution 2021-36 in 2021 approving a Memorandum of Understanding (the “MOU”) with numerous local and state government agencies across Colorado to approve a settlement with certain Defendants and identify revenue streams to help address issues related to the national opioid crisis. The MOU allows for two separate tracks of where revenues for local governments go: 1) pooled locally (known as the “opt-in”), or 2) pooled at a regional level (known as the “opt-out”). In discussions with the other governments in Chaffee County, it was determined that the preferred alternative would be to receive revenues locally and pool them in Chaffee County to best serve those harmed by the opioid crisis in the County. As such, it requires an Intergovernmental Agreement (the “IGA”) to pool those funds together with the Towns of Buena Vista and Poncha Springs, along with Chaffee County, so keep the money as local as possible. Said IGA is attached for the City Council’s consideration, and was reviewed by the City Attorney prior to being presented to the City Council.

FISCAL NOTE

The City’s distributions of funds from the MOU equals a total of approximately \$37,515.66 over 18 years, which generally would not be adequate to do much to abate the opioid crisis occurring across the nation. By partnering with other agencies, it is anticipated that as much as \$250,000 will be provided locally to address the opioid crisis through the Chaffee County Public Health Department.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2022-35 to approve the Regional Council for the opioid settlement MOU to “opt-in” on controlling funding locally.

SUGGESTED MOTION

A City Councilperson should state, “I move to approve Resolution 2022-35, Approving the Colorado Regional Opioid Intergovernmental Agreement between the Town of Poncha Springs, the Town of Buena Vista, Chaffee County, and the City of Salida”, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION 2022-35
(Series of 2022)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF PONCHA SPRINGS, THE TOWN OF BUENA
VISTA, CHAFFEE COUNTY, AND THE CITY OF SALIDA**

WHEREAS, the City Council of the City of Salida, Colorado, along with various other local Colorado local governments and the State of Colorado, are party “Plaintiffs” in federal litigation against various pharmaceutical manufacturers and distributors (party “Defendants”) regarding the national opioid crisis; and

WHEREAS, the Plaintiffs to the litigation in the State of Colorado anticipate one or more settlements with some of the Defendants in the federal litigation; and

WHEREAS, in anticipation of one or more settlements, the State of Colorado and various Colorado local governments have negotiated an agreement governing the allocation, distribution and expenditure of any settlement proceeds paid in connection with the opioid litigation; and

WHEREAS, on October 19, 2021, the Salida City Council approved Resolution No. 2021-36, approving a Memorandum of Understanding (“the MOU”) approving the Colorado Opioids Settlement, identifying revenue streams from the Defendants to address issues related to the opioid crisis; and

WHEREAS, Sections E.7 and E.8 of the MOU require Participating Local Governments that receive direct payments to spend their funds on Approved Purposes (listed in Exhibit A of the MOU) and to submit annual expenditure reports; and

WHEREAS, the governing bodies of Chaffee County, the Town of Buena Vista, the Town of Poncha Springs, and the City of Salida (the “Parties”) have determined to “opt-in” to receive funds with the accompanying reporting requirements in order to pool funds to provide services to all of Chaffee County to handle issues related to the opioid crisis; and

WHEREAS, the City Council has further determined that entering into an Intergovernmental Agreement (the “IGA”) with the Parties to fund and manage the Regional Council of the Chaffee County Region of the MOU, which is in the best interest of the City of Salida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council hereby approves the Colorado Regional Opioid Intergovernmental Agreement, and further instructs the Mayor or City Administrator to sign the Agreement.

RESOLVED, APPROVED, AND ADOPTED this 19th day of July, 2022.

CITY OF SALIDA, COLORADO

By

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

**COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT**

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the Chaffee County Region and the municipalities listed on the attached **Exhibit A**, all of which are Participating Local Governments in the Chaffee County Region, individually herein a “Regional PLG” and collectively the “Parties” or the “Regional PLGs.”

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding in 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

WHEREAS, Chaffee County and its municipalities therein are considered the Chaffee County Region;

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis; and

WHEREAS, the Agreement pertains to the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the

Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.

2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference. Unless the context clearly requires a distinction between the Agreement and the Colorado MOU, all references to “Agreement” shall include the Colorado MOU.

3. **REGIONAL COUNCIL.**

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties (Participating Local Governments), shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region’s Share of Opioid Funds are administered.

3.2. Membership: The Regional Council of the Chaffee County Region shall consist of the following:

a. **Chaffee County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Parties. The Parties shall collaborate to appoint Local Government Members and to the extent practicable, Voting Members shall be selected from different municipalities within the region. No single municipality should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

- (1) 2 representatives appointed by the Chaffee County Board of County Commissioners (“BOCC”)
- (2) The Public Health Director of the Chaffee County Public Health Department, or their designee
- (3) The Director of the Chaffee County Department of Human Services, or their designee
- (4) The Chaffee County Sheriff, or their designee
- (5) 1 representative appointed from the County Court system
- (6) 3 total representatives appointed by the municipalities listed in **Exhibit A** as follows

- i. 1 representative from the City of Salida
 - ii. 1 representative from the Town of Buena Vista
 - iii. 1 representative from the Town of Poncha Springs
- c. **Non-Voting Members.** Non-voting members may be appointed from time to time by a majority vote of the Regional Council. All non-voting members shall receive the same notice of meetings and meeting materials as voting members and shall be entitled to engage in discussion regarding matters discussed during meeting. Non-voting members serve in an advisory role.
- d. **Acting Chair:** At the first meeting of each year, the Voting Members shall appoint one Voting Member to serve as Chair of the Regional Council. The Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Chair must be either a Voting Member from Chaffee County, such as a County Commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee. The Voting Members may also appoint such other officer, for example, a chair-elect and/or vice-chair, recording secretary, from the Members as may be desired to conduct the business of the Regional Council.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU or that chooses not to participate in this Agreement shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** Members of the Regional Council shall serve for two-year terms. If an appointed Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement shall be appointed within sixty (60) days in the same manner as the original appointment, to serve the remainder of the term. The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms without term limits.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the

Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Committees: The Chaffee County Region may appoint such advisory committees as may be desirable to assist in conducting its business. Such committees shall include a Technical Advisory Committee, which shall consist of persons who are subject matter experts in fields related to opioid education, treatment, recovery, or related fields, for the purpose of providing technical assistance as may be needed, as well as a Staff Planning Committee, which shall consist of staff from one or more Regional PLGs, for the purpose of assisting the Regional Council with operational and planning support.

3.8. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.9. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.10. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.11. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon receipt, the Regional fiscal agent shall deposit the Opioid Funds in a Colorado-specific QSF Account that is dedicated to that specific Region. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

- 6. DISPUTES WITHIN REGION.** In the event that any Party disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Party shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Party informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **ALLOCATION OF PLG SHARES.** Section E.3. of the Colorado MOU allows for Regional PLGs to agree to a different allocation formula for the LG Shares within a Region than the default allocation provided in the Colorado MOU, Exhibit G. The Regional PLGs hereby agree to modify the allocation formula for the LG Shares within the Region as set forth in the attached **Exhibit B.**
9. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Agreement.
10. **AUTHORIZED REPRESENTATIVES.** Each Party shall designate a representative who is the point of contact for purposes of helping to coordinate the obligations as provided herein. Such designation and said person's contact information shall be provided to the Chair of the Regional Council and shall be updated promptly when there are changes.
11. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
12. **TERM.** The Agreement will commence when the final Party executes the Agreement and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
13. **INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.
14. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any

laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

15. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent.
16. **TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
17. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or

notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Chaffee County Public Health
 ATTN: Andrea Carlstrom
 448 E. First Street, Suite 137
 Salida, CO 81201

18. GENERAL TERMS AND CONDITIONS

- 18.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 18.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 18.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 18.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 18.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using

the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

- 18.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 18.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 18.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 18.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 18.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 18.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third

person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18.12. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

18.13. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

18.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

Attached Exhibits

Exhibit A, List of Participating Local Governments

Exhibit B, Intracounty Allocations

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**EXHIBIT A –PARTICIPATING LOCAL GOVERNMENTS
IN CHAFFEE COUNTY REGION**

Chaffee County
104 Crestone Ave.
Salida, CO 81201

City of Salida
448 E. First Street, Suite 112
Salida, CO 81201

Town of Buena Vista
210 East Main Street
Buena Vista, CO 81211

Town of Poncha Springs
333 Burnett Avenue
Poncha Springs, CO 81242

**EXHIBIT B – ALLOCATION OF SHARES
FOR PARTICIPATING LOCAL GOVERNMENTS
IN CHAFFEE COUNTY REGION**

One-hundred percent (100%) of the funds allocated to Chaffee County and its Participating Local Governments shall be combined and distributed to Chaffee County Public Health (“CCPH”), to be spent on opioid-related responses in a manner directed by the Regional Council.



JULY 2022 STAFF REPORTS

Police Department –

- Officer Kat Sigala became certified in K-9 handling. Since officer Coscarella left us, Kat is the new officer in charge of Sarge. The transition has been smooth, and she is very excited to take on the new responsibility.
- We had 724 calls for service in June. FIBArk was calm this year and we didn't have any major incidents.
- We are currently down two police officer positions. We have been advertising for a month and only have one candidate. We are going to be working on a few creative ways to fill our open positions. This is going to take some time but might help us in the future.

Finance Department –

- City departments are hard at work on their 2023 budget requests.
- Cross training within the department has been a priority as we plan for one employee retiring and one taking a temporary leave of absence (maternity).
- Some work has been done updating the long-term plan to ensure the City stays on track in the long run. An update will be provided to council later in the budget cycle.
- July is often a catch up month with the audit now behind us and the budget review work not yet starting. It tends to be a good month to purge dated files (we had a "shred day") and to take a vacation without negatively impacting the office.

Community Development Department –

- As of July 14, we've seen 105 total building permits, inc. a total of 49 new residential units. At the same time last year, we had reviewed 136 permits with 126 total residential units (48 of them were the Salida Ridge LIHTC project). In 2020, we had reviewed 87 permits with 37 total residential units.
- 5 RVs have been purchased from Holiday RV for use in the Open Doors RV Rental Program. 5 more are currently reserved. The RV Resort just got its final CO and the Housing Authority is working on matching applicants to units now, with the hope of moving them in sometime in the next week or so. Purchase of the remaining units will happen as soon as applications show the anticipated demand.
- River Ridge Inclusionary Housing units (built/managed by CHT) have been CO'd and all 8 units closed last week, to the glee of many.
- Salida Ridge Apartments (LIHTC project) now not anticipated to open until September due to some fire suppression system and supply chain issues.

- Staff is working on migrating more parcel information over to/into our GIS database to enhance our review processes, with the hope of eventually making more information available to the public via the City website.
- Numerous updated documents inc. applications have been uploaded to the Community Development Department web pages.
- We are reaching out to numerous entities with previous pre-annexation agreements and annexation agreements to follow-up on related requirements, now that several of them have the required contiguity with City limits. This will likely result in a number of annexation applications in the coming months.
- Lots of pre-application meetings regarding Confluent Park, Angelview, and other locations. Still plenty of interest from the development community, esp. in regards to housing.

Parks and Recreation Department –

- See Attached.

Public Works Department –

- See Attached.

Arts and Culture Department –

- The exhibit from a collective of artists in celebration of the month's Salida Art Walk debuted in the Paquette Gallery and an artists' reception was held during the Creative Mixer, which was attended by (50) people.
- A sold-out performance by acclaimed historian and actor Clay Jenkinson depicting John Wesley Powell capped three successful events taking place during Salida Art Walk weekend. Additional highlights were the Mini Masterpieces Reception and Auction and High Country Bank's Art on the Rocks event.
- A variety of musical concerts were held during the month which included classical music from the Walden Chamber Music Society, Americana sounds from Tony Furtado, classic rock stylings of Mo'Champipple, and bluesy tunes from Blue Recluse. The attendance for these events totaled (257).
- TOTAL GUESTS Attending (47) Events/Meetings for May = 2,149
 - Number of free arts and culture events/no admission = 6
 - Number of attendees at free events = 367
 - Number of events paying rental fees = 41
 - Number of entities using the facilities = 27

Fire Department –

- The Collaborative Design Process with Neenan Archistruction went well. Lots of great ideas were presented that we hadn't even considered. We are looking forward to the next phase.
- Salida Fire was notified last week that we will be re-evaluated by ISO in 2022. Our last visit was in 2014. We have already begun the process by completing the pre-survey forms

- We are working diligently on the 2023 budget for the fire department.
-

Clerk's Office –

- No Report



Parks and Recreation Department report

Date: 7/19/22

Aquatics

- **Hired** two new P&R Representatives- training will start this week
- Five kids completed their certifications in our **babysitting program**.
- **Swim Lessons** are going swimmingly
- **Secal Swim Meet** held on July 29, 30, and 31. The pool will close at noon on July 29 and be closed all day on July 30 and 31.
- Busy at the pool, especially when the weather is bad.
- **Adult Soak** has had little to no participation this summer. We are pausing this program for the remainder of the summer and will revisit it in the fall.
- **July discounts and free days:** \$2 off adults/\$1 off youth with any Ark Valley commercial rafting receipt (within 1 week of rafting excursion). Free entry to all Nonprofit and Volunteer Program workers.
- **Family game night** at the Aquatic Center Thursday, Jul 21, 2022 , 5-8pm
 - New amenities, pool games
 - Testing out the new amenities with an employee party this Friday, 7/15 from 7-8pm. You're invited! Please join us.
 - Will host monthly Family game night moving forward

Facilities

- Maintenance:
 - Worked with Budget Plumbing to get plumbing up and running at the FibArk building.
 - Responded to the Fire Department citation of fire egress light not functioning properly on battery backup at Fleet Bay in the Public Works Facility.
 - Coordinated getting genie lift to Touber Building to fill holes in bricks on PD exterior.
 - Had United Roofing come take a look at the west wing roof that was leaking. It is hail damage and they recommend getting CIRSA involved
 - Remove pools at the source
 - Updated electrical service at Riverside and Centennial Park
 - Cleaned bottom of the warm pool chlorinator. replaced the piston valve, replaced an overflow float.
- Improvement:
 - **SHSAC Boiler replacement project** - pre-con meeting
 - **Splash pad project** - Pre con for splash pad
 - Installed new **drinking fountain/bottle fill** station at Centennial Park restrooms
 - **Attended trainings** - Hazardous Operations Seminar & Confined Space training
 - **Hot springs line replace project** - had to get a private company to locate the line, Surveyor marked the location, city staff entered the location into GPS database, locations sent to Engineer
 - Let Aquatic Resources know that the quote for the **pumproom controls** was approved and they can get moving on the project. All parts and equipment have been ordered.



- Called and got info on **cedar tubs** from Northern Lights Hot Tubs and Saunas

Recreation

- **Adult Drop-in Basketball:** Drop in basketball will start July 15th at the Salida High School. Ages 16 and up and the cost is \$5/person.
- **Thursday Night Light's Youth Football Camp:** 1-8th graders can drop in on Thursdays from 6:30 - 7:30 for free at the Salida High School football field to learn about the fundamentals of Football.
- **Rafting and River Safety:** July 22 and August 1st still have room for kids ages 8 -14. They will learn how to raft safely on the Arkansas.
- **Line Dance Class started June 9:** Betty Scofield is hosting line dancing classes at the american legion on mondays and thursdays. The cost is \$5/ person cash at the door and 9:30 - 11 is the advanced class and 11:00 - noon is the beginner class.
- **Youth Tennis Lessons:** Sign up for kids between the ages of 6 and 14 is available at cityofsalida.com. Kids 6-14 can drop in for only \$5!
- **Kickball Starting:** Starts Aug 10. more information to come soon!
- **Mobile Recess:** Every wednesday in July from 10am - 1pm in Alpine Park. This program is free! There is a bounce house, lawn games and a slack line!
- **FIBArk:** Saw good participant numbers and satisfied participants. 49 participants answered the post race survey and gave the running races a 94% satisfaction rate overall. We're already looking forward to next year!
- **Softball:** Men's women's and girls softball are all underway. Girls softball ends this week and mens and womens continue into the beginning of August. We have a great staff this year and they're doing an amazing job umpiring, setting the field and working with the teams.

Parks

- **Riverside Park tree mulching project** has been underway. Staff has been working on mulching all the smaller diameter trees at the park. The mulch adds protection from mower damage, retains soil moisture and breaks down into organic material that feeds the tree.
- **Centennial Park Irrigation:** Staff have been working on getting all the irrigation at the park up and running on automated controls.
- Staff has been building a **new section of designated trail** to connect to rise and shine trail in the S-Mtn area. Will be open very soon!
- Installed new **SOS BETCH informational signage** at Centennial Park.
- Trenched for new electrical service for a **digital marquee sign at the Chamber of Commerce Building.**
- Ran multiple event deliveries for fencing, cones and barricades.

General

- July is NPRA Month.

Public Works Department Report

July 2022

Planning/Engineering/Construction

➤ Planning and Construction

Streets

- Continue meetings with CDOT/Engineer on Oak and 291 improvements
- Draft concepts for Poncha Blvd Streetscape. Plan Council review in August
- 2022 Street Reconstruction: 12th Street underway
 - Several contractor delays related to their work schedule and material availability. Additionally, the work has shifted focus to the area of New St. to complete a significant portion of this work prior to school reopening
- 2022 Concrete Maintenance: underway
- 2022 Asphalt Maintenance Project: chip sealing underway
- Oak St / Safe Routes to School: Design underway
 - Met with Crest admin and Fire Dept design team for interface of streetscape and those projects.

Utilities

- Contracting on DOLA grant award for Pasquale Project
- 2022 Sewer Reconstruction
 - Started on US-50 in Poncha
 - Next section to be along Holman Ave near 16th St.
- Pasquale WTP Project: preconstruction items underway
- Harrington ditch piping: Survey and due diligence underway
- Poncha Trunk line: Survey and due diligence underway

➤ Other CIP Items:

- Nothing new at this time

Operations

➤ Streets

- Complete trainings for flagger cert, CIRSA confined space and others (2 day onsite)
- Thermo pavement markings at various places around town, finish curb/pvmt markings
- Concrete repairs
- Entryway monument cleanup and hardscaping
- Install solar LED sign on Crestone intersection (high complaint area)

➤ Utilities

Field Utilities

- Continue sewer line cleaning and inspection for east 1/3 of collection system
- Smart meter upgrades (dealing with some supply chain issues)
- Inspection and new development assistance

Water Treatment

- Telemetry/radio replacements for communication security upgrades

Wastewater Treatment

- Work with consultant and director on process control data collection
- Additional testing for compliance and plant operational trending



Figure 1 - 12th Street Reconstruction and New Sidewalk



CHAFFEE COUNTY
 DEVELOPMENT SERVICES DEPARTMENT
 104 Crestone Ave., Room 125
 P.O. Box 699
 Salida, Colorado 81201
 (719) 539-2124 FAX: (719) 530-9208
bdepartment@chaffeecounty.org

July 11, 2022 Board of County Commissioners Work Session Report and Activity Update

I. Building Inspection:

A. Building Permit Activity

- **Permits** issued in June: 2022: 347 (BMEP only)
2021: 424 (BMEP only)
- * BMEP = Building, Mechanical, Electrical, & Plumbing permits
- **Total Revenue** collected in June: 2022: \$129,177.92
2021: \$149,208.24
- **Total Revenue** collected year-to-date: 2022: \$856,582.61
2021: \$1,034,222.24
- % of Total budgeted revenue collected year to date: 55.26% (\$1.55 M)
- **SFDs** issued in June: 2022: 24
2021: 25
- Chaffee: 13 BV: 0 Poncha: 2 Salida: 9
- **2022 year-to-date permit totals:**
- Chaffee County 914 58 SFDs
- Buena Vista: 241 14 SFDs
- Poncha Springs: 361 60 SFDs
- Salida : 507 27 SFDs
- Total Number of Permits Issued: 2,023 *159 SFDs
- **2021 year-to-date permit totals:**
- Chaffee County: 954 72 SFDs
- Buena Vista: 268 35 SFDs
- Poncha Springs: 282 41 SFDs
- Salida : 587 34 SFDs
- 2,091 *182 SFDs

*SFDs include only new detached single-family dwellings and do not include duplexes, ADUs, townhouses, apartment units etc.

B. OWTS Permit Activity

- **OWTS Permits** issued in June: 2022: 19 (New) 3 (Licenses)
2021: 15 (New) 2 (Licenses)
- **OWTS Revenue** collected in June: 2022: \$8,737.00
2021: \$6,289.00
- **OWTS Revenue** Year-to-Date: 2022: \$34,296.00
2021: \$43,831.00

C. New Commercial Projects

Chaffee County:

- **7757 CR 150:** A permit was issued for a storage building at this location.
- **11150 CR 197A:** A permit was issued for this location which will be a lodging house camp for youths.
- **11235 CR 198:** A permit was issued for a gazebo shade structure for a local rafting company.
- **12985 Hwy 24/285:** A permit was issued for a minor remodel of the old Coyote Cantina. This will be a new ATV rental business.

Poncha Springs:

- **135 Pahlone Parkway:** A permit was issued for a storage building at this location.

Salida:

- **148 W 1st Street:** A permit was issued to install new bathrooms at Sprockets restaurant.
- **307 W. Sacket Ave:** A permit was issued for a storage building for the Division of Parks.
- **6507 CR 102:** A single permit was issued for all of the exterior stairs to the new RV units at this new campground.

Buena Vista:

- **105 Isabel Court:** A permit was issued for a minor remodel of this building which will be the new Valley Home Furnishing building.
- **28362 CR 317:** A permit was issued for a major remodel of this building which will be the new BV Police Department.

Two changes of use were approved in June.

D. Inspection Totals

- We performed 1,452 field inspections in the month of June. YTD we have performed 7,007 field inspections.
- We issued 51 certificates of occupancy in June.