



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201

October 06, 2020 - 6:00 PM

Please register for Regular City Council Meeting

<https://attendee.gotowebinar.com/register/2923586433681497360>

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Invocation

Community Updates

CONSENT AGENDA

2. Approval of Agenda

3. Approval of Meeting Minutes – September 15, 2020

4. Award Services Contract for the Salida Fire Facility and Needs Assessment

5. Adoption of Updated Fund Balance Reserve Policy

6. Approval of a Warranty Reduction for Poncha Meadows Phase 1 Subdivision in Poncha Springs

7. Approval of a Sanitary Sewer Extension Agreement for Quarry Station Filing No. 2 and 3 Subdivision in Poncha Springs

8. Approval of Final Payment for the 2019 Sewer Reconstruction Phase 2, Project No 2018-014

CITIZEN COMMENT—Three (3) Minute Time Limit

-PROST Update by Adam Martinez

9. Citizen Letters

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.

PROCLAMATIONS

- [10.](#) Celebrating Diversity and Encouraging Tolerance and Respect Proclamation
- [11.](#) October as Arts Month Proclamation

NEW BUSINESS / ACTION ITEMS

- [12.](#) Resolution 2020-33 – A Resolution of the City Council of the City of Salida, Colorado, Certifying Delinquent Charges, Assessments, or Taxes to the Chaffee County Treasurer to be added to the 2020 Tax Roll
- [13.](#) Resolution 2020-34 – A Resolution of the City Council of the City of Salida, Colorado, Approving Citizen Appointments to the Planning Commission Pursuant to Section 2-7-10 of the Salida Municipal Code
- [14.](#) Resolution 2020-35 – A Resolution of the City Council for the City of Salida, Colorado, Approving the Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, and Repealing and Replacing Resolution 2020-31
- [15.](#) Declaration of Extension of State of Local Emergency – COVID-19 Action Plan Implementation

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli, Kasper, Pappenfort, Pollock, Shore, Templeton

Mayor Report

Treasurer Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor P.T. Wood

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Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 7th Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.

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

September 15, 2020 - 6:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Roll Call

PRESENT

Council Person Alisa Pappenfort

Council Person Dan Shore

Council Person Harald Kasper

Council Person Jane Templeton

Council Person Justin Critelli

Mayor PT Wood

Treasurer Merrell Bergin

Council Person Mike Pollock arrived at 6:42 p.m.

Civility Invocation

CONSENT AGENDA

Motion made by Council Person Shore to combine and approved the items on the Consent Agenda, Seconded by Council Person Kasper.

Voting Ye: Council Person Pappenfort, Council Person Shore, Council Person Kasper, Council Person Templeton, Council Person Critelli.

The Motion Passed.

1. Approval of Agenda
2. Approval of Meeting Minutes - September 1, 2020
3. Approval of Special Event Liquor License for Take Me Out to a Picnic
4. Approval of 2020 Centennial Park and Holman Avenue Improvements Project

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.

5. Approval of WWTP Drying Beds Improvement Project

CITIZEN COMMENT– Three (3) Minute Time Limit

Megan Strauss addressed the growing sense of hate based fear locally and invited Council to attend the Alpine Achievers Initiative Anti-Racist Leadership and Practice Workshop.

UNFINISHED BUSINESS / ACTION ITEMS

7. Resolution 2020-28 - A Resolution of the City Council for the City of Salida, Colorado Approving the Development Agreement for the Salida RV Resort

Motion made by Council Person Shore to approve Resolution 2020-28, Seconded by Council Person Kasper.

Voting Yea: Council Person Pappenfort, Council Person Shore, Council Person Kasper, Council Person Templeton, Council Person Critelli

The Motion Passed.

NEW BUSINESS / ACTION ITEMS

8. Resolution 2020-31 - Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority

Motion made by Council Person Critelli to approve Resolution 2020-31, Seconded by Council Person Kasper.

Voting Yea: Council Person Pappenfort, Council Person Shore, Council Person Kasper, Council Person Templeton, Council Person Critelli

The Motion Passed.

9. Resolution 2020-32 – Amending and Readopting a Civility Invocation, and Proclaiming the City of Salida as a Hate-Free Zone and Celebrating Diversity and Encouraging Tolerance and Respect

Motion made by Council Person Pappenfort to approve Resolution 2020-32 and add language to the Civility Invocation, Seconded by Council Person Shore.

Voting Yea: Council Person Pappenfort, Council Person Shore, Council Person Kasper, Council Person Templeton, Council Person Critelli, Council Person Pollock

The Motion Passed.

10. Agreement between the City of Salida and the Chaffee County Community Foundation to Provide Coronavirus Relief Funding to Non-Profit Organizations

Motion made by Council Person Shore to approve the Agreement, Seconded by Council Person Templeton.
Voting Yea: Council Person Pappenfort, Council Person Shore, Council Person Kasper, Council Person Templeton,
Council Person Critelli, Council Person Pollock

The Motion Passed.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

- Critelli gave an airport update on sound levels and said he would have the Clerk forward additional information to Council.
- Kasper appreciated Public Work's limb removal and the new agenda and packet format.
- Pappenfort asked staff to review a possible Anti-Idling Ordinance.
- Pollock had nothing to report.
- Shore thanked the community for their involvement with the Diversity Proclamation and Civility Invocation.
- Templeton asked Staff to keep Council informed with any updates regarding the Hard Rock mining expansion.

Mayor Report

- Wood looked forward to working on creative restaurant capacity ideas as the weather changed.

Treasurer Report

- Bergin said taxes were still trending positive and the retail sector continued to drive the increase.

EXECUTIVE SESSION

14. Pursuant to C.R.S. Section 24-6-402(4)(a) Concerning the Purchase, Acquisition, Lease, Transfer, or Sale of any Real, Personal, or other Property Interest; Pursuant C.R.S. Section 24-6-402(4)(b) to Conference with an Attorney for the Purposes of Receiving Legal Advice on Specific Legal Questions; and Pursuant to C.R.S. Section 24-6-402(4)(e) to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators, with the following additional details for identification purposes: Regarding a Housing Project

Motion made by Council Person Kasper to enter Executive Session, Seconded by Council Person Pappenfort.
Voting Yea: Council Person Pappenfort, Council Person Shore, Council Person Kasper, Council Person Templeton,
Council Person Critelli, Council Person Pollock

The Motion Passed. Council entered Executive Session at 7:25 p.m. and returned at 8:02 p.m.

- 15. Pursuant to C.R.S. Section 24-6-402(4)(b) to Conference with the City Attorney for the Purposes of Receiving Legal Advice on Specific Legal Questions, with the following additional details for identification purposes: Regarding waiving a potential conflict of interest.

Council Person Harald Kasper and Mayor PT Wood recused themselves from the discussion and left the Chamber.

Motion made by Council Person Templeton to enter Executive Session, Seconded by Council Person Pappenfort. Voting Yea: Council Person Pappenfort, Council Person Shore, Council Person Templeton, Council Person Critelli, Council Person Pollock

The Motion Passed. Council entered into Executive Session at 8:06 and returned at 8:20 p.m.

ADJOURN

Adjourned at 8:26 p.m.



City Clerk | Deputy City Clerk

Mayor P.T. Wood

Salida Fire Department
Request for Proposals (RFP)
for a Facility and Needs Assessment

August 28, 2020

Submittal Deadline: 12:00 p.m. on September 18, 2020

SUBMITTAL INSTRUCTIONS:

Please provide three hard copies of your submittal to the Owner:

DOUG BESS/FIRE CHIEF
124 E STREET
SALIDA, CO 81201
719-539-2212

In addition, Candidates must submit an electronic copy of your submittal in electronic format to
DOUG.BESS@CITYOFSALIDA.COM

PROPOSAL SCHEDULE:

RFP Available	August 28, 2020
RFP Clarification Deadline	September 4, 2020
RFP Responses Due	September 18, 2020 at Noon
Candidates Notified of Selection	October 7, 2020

OWNER BACKGROUND:

The current facility is located at 124 E Street (City of Salida) and 120 E Street (South Arkansas F.P.D.). The City of Salida Fire Department building was erected in the late 1800's and the fire department has called the building home since 1902. The South Arkansas Fire Protection District purchased their building in the 1980's and converted the once car wash/gas station into fire apparatus bays. Currently, the fire district houses all of their apparatus and the city's apparatus in their building. The original Salida Fire Station only has one apparatus bay and none of the modern fire apparatus fit in that space.

PROJECT DETAILS:

This request for proposal is intended to enable the City of Salida to select a consultant to conduct a facility and needs assessment of our current facilities including one building owned by the City of Salida and one building owned by the South Arkansas Fire Protection District. The combined square footage of the two buildings is roughly 10,500 square feet. The favorable Proposal shall provide the City with a clear understanding of the cost and timeline to formulate a comprehensive facility and needs assessment. The specific nature of the scope of work for this project is outlined in this Request for Proposal (RFP). Consultant proposals received in the timeline provided will be evaluated, and subsequent interviews may be coordinated with the top responding candidates. The schedule for consultant selection and project completion is attached.

SCOPE OF SERVICES:

Your facility assessment will include:

1. Assessment of compliance with current codes
2. Building envelope assessment
3. Systems assessment
4. How the existing facility and site compare with industry best practices
5. Programming for future needs
6. Potential relocation sites across and around Salida for feasibility and safety enhancement for the community with consideration of impacts to ISO Personal Protection Class Rating.
7. Compare renovation of current facilities to a replacement option from functionality and cost perspectives

PROPOSAL REQUIREMENTS:

1. **Executive Summary:** Provide an executive summary highlighting the reasons your team can successfully deliver this needs and facility assessment.
2. **Team structures, experience, and resumes:** Provide a brief summary of the team. Describe the qualifications and relevant experience of the key team members. Provide references.
3. **Project Experience:** Please describe your firm's history on facility assessments including your approach to analyzing existing facilities and applying the knowledge gained to evaluate facilities as it relates to addressing health and safety concerns, operation and function, historical value, community attachment, and budgeting.
4. **Scheduling:** Our goal is to have the facility assessment completed by November 20, 2020. Please provide a schedule that includes owner responsibilities.

5. Fees:

- Lump sum fee clearly defined for all aspects of work (Including all fees, profit, overhead etc.)
- Statement of Work
- Any exclusions
- Other resources and their uses
- Anticipated reimbursables not to exceed
- Number of site visits anticipated to complete the work, access to facilities and personnel
- The fee is anticipated to include all costs including reimbursables for the project resulting in a lump sum or “not to exceed” contract.

OWNER SELECTION:

Failure of the Candidate to provide any information requested in the RFP may result in the disqualification of the submitted proposal. Owner reserves the right to select any or reject any and all submissions in its best interest. The Owner also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful Candidate.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6,

2020:

ORIGINATING DEPARTMENT: Fire Department	PRESENTED BY: Doug Bess
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ITEM:
Council Action Award Salida Fire Facility and Needs Assessment Project

BACKGROUND:
On March 9, 2020, the Salida City Council hosted a retreat. At this meeting during the priorities session, staff was directed to proceed with a Facility and Needs Assessment for the Fire Department. Due to COVID-19, the project was delayed.
On August 28, 2020, a Request for Proposal was published. The proposal provided background information, project details, scope of services and proposal requirements. Responses were due by September 18, 2020. 16 bids were received as follows:

Sunland Group \$79,298	D2C Architects \$69,902	Anderson Halas Architects \$65,161
SEH \$63,000	GSG Architecture \$45,856	Neenan Archistruction \$45,000
Farnsworth Group \$41,000	HB&A \$39,800	OZ Architecture \$35,560
Marx/Okubo \$31,500	CRP Architects \$31,500	AP Triton \$29,933
PACT Studios \$29,800	F&D International \$20,750	Wold Architects & Engineers \$18,000
Partner Engineering & Science \$5,000		

A panel of four was assembled to review the proposals based on the following criteria:

- Cost and Pricing
- Specialized Experience and Technical Competence of Proposed Project Team
- Proposed Methodology
- Performance Record and References
- Overall Impression of Proposal

Three finalists were selected and virtual interviews were then conducted. In the end, Neenan Archistruction was chosen to conduct the assessment.

FISCAL NOTE:
\$75,000 was budgeted in 2020, Professional Services (22-5201)

STAFF RECOMMENDATION:
Staff is recommending to award a services contract for the Salida Fire Facility and Needs Assessment project and authorizing the City Administrator to enter into a Service Agreement between the City and Neenan Archistruction in the amount of \$45,000.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6,

2020:

ORIGINATING DEPARTMENT: Fire Department	PRESENTED BY: Doug Bess
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SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda”
Followed by a second and then a voice vote.

NEENAN

ARCHITRUSTRUCION®

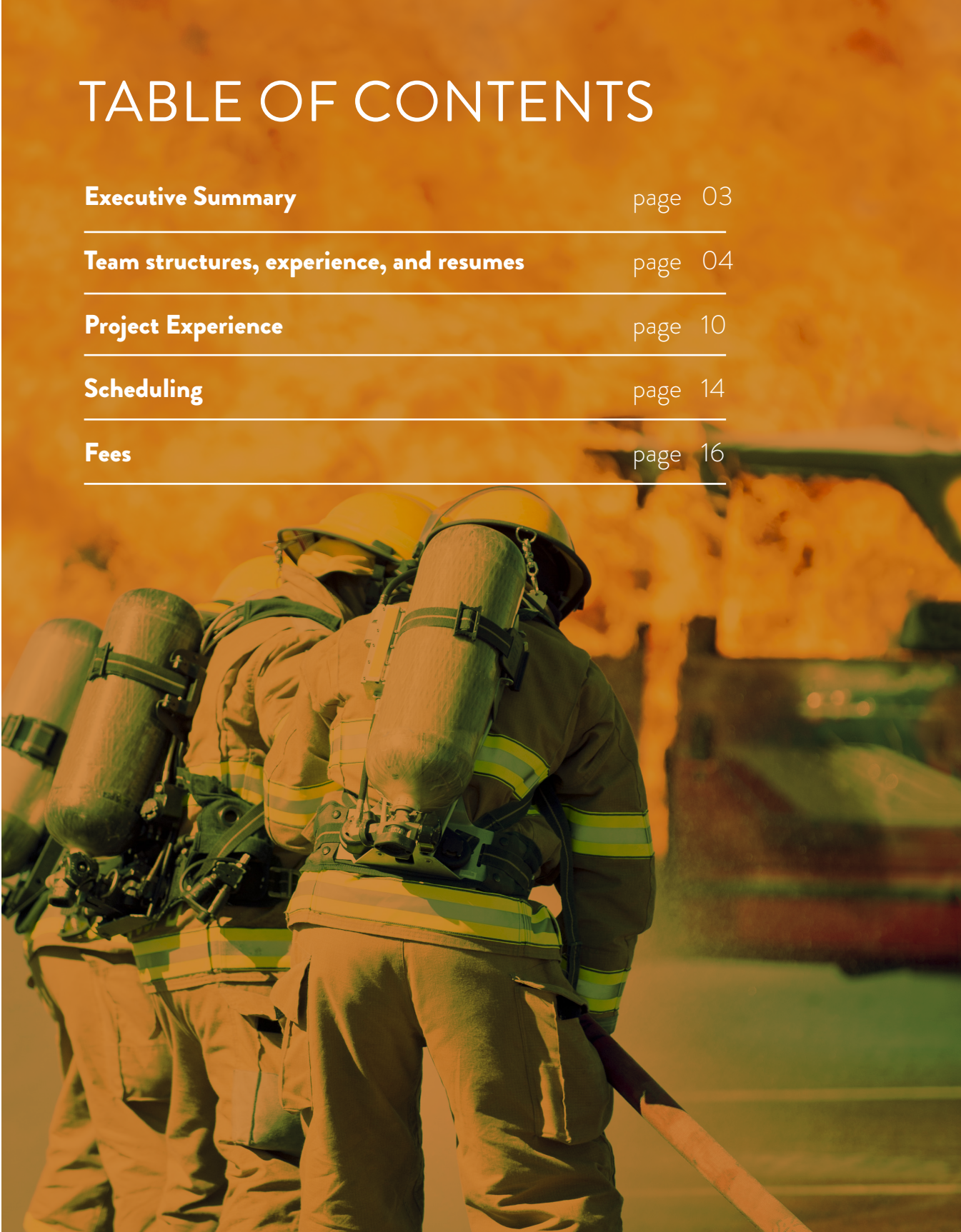
Request for Proposals for a
Facility and Needs Assessment



SALIDA FIRE DEPT.

TABLE OF CONTENTS

Executive Summary	page 03
Team structures, experience, and resumes	page 04
Project Experience	page 10
Scheduling	page 14
Fees	page 16



Executive Summary

The City of Salida and the South Arkansas Fire Protection District (SAFPD) want a safe environment and the highest level of professional service for their citizens and visitors. Facilities play a fundamental role in that mission by supporting staff, sheltering equipment, and creating a sense of community. As the community continues to grow and thrive, a clear understanding of your current assets, future needs and potential variances will contribute to a plan that upholds your mission. Just like Salida is the “Heart of the Rockies”, the fire station is the heart of Salida. A thriving community needs a thriving fire department.

As an integrated team, Neenan Archistruction can provide you a more complete picture of your current facilities and future needs. Collaborating as a group, we work together to look at the facilities and your needs from all angles and perspectives. Varying assessments provide layers of context that go beyond the single dimension of an architect or contractor. Following are some examples of the variety of viewpoints we encompass:

- Architect – Program space requirements, code issues.
- Field superintendent - What is behind the walls?
- Preconstruction - conceptual estimating instead of numbers from Ways & Means book
- Mechanical, Electrical, Plumbing engineers – assess current and needed systems
- Development - Site comparison and due diligence
- Client services – Review maintenance associated with existing buildings

The fire department serves as a prominent part of Salida not only for your outstanding service but your established downtown location. Looking at repurposing the current facilities with sensitivity to community sentiment and potential uses will set up the project for success. With a portfolio of

renovations and conversions we can assist the City and SAFPD in brainstorming options and best opportunities for your existing buildings. Our team has specific experience with, and knowledge of historic structures built in the late 1800’s and early 1900’s. Many Salida structures were built out of local soft clay brick processed from the nearby South Arkansas River, which tends to be soft and brittle. Care will be taken during observations to determine the quality and condition of the structure in planning for future use.

In consideration of the current and future COVID situation, we have included a protocol (page 14) for the facilities and site visitation. By utilizing video and teleconferencing technology we reduce the number of team members physically visiting the buildings and interacting with personnel. Donna Smith, our VP of Business Development, is a Chaffee County resident and will serve as a resource for the team locally. Additionally, individuals will follow all State and Chaffee County guidelines.

Our hope is that you see that this is not “just another job” to us. Our deep community connections anchor us to the success of Salida’s growth. We view this opportunity to assess the fire station facilities as a step in building a deeper connection to the town we love so much. Building long-term partnerships and fostering trusting relationships is what we strive to do!



Team structures, experience, and resumes

The traditional roles of the Owner, Architect, and Builder, which tend to be linear and specific under the traditional delivery contract documents, are limited to the domains of risk, cost, and decision making. Our integrated design-build process converts those specific roles into a partnership.

The integrated team focuses on the owner then relies on trust, respect, and relationships for success. In order to arrive at innovative solutions that sustain continuous improvement and learning, we will work with the City and SAFPD to:

- Communicate clearly and regularly
- Identify facility assessment goals as guideposts
- Provide options with complete detail
- Build relationships between team members

As a team, we have completed 245 major projects in Colorado that continue to serve communities and businesses. This experience also spreads across the country so you will have a local team with national expertise.

Engineering Partner

Rather than using firms we've never worked with, we instead rely on the relationships we've built with quality partners. To begin your facility assessment we would enroll Professional Engineering Consultants (PEC). With experience across the nation, including many fire station projects, we believe PEC will be the best fit for your project.

Main Point-of-Contact

At the heart of Archistruction is strong project leadership. Donna Smith will continue to be your main point-of-contact. She will provide strong communication and clear definition of roles and responsibilities for all members of the team, maintaining focus and alignment around goals and expectations while ensuring team members are able to provide valuable input.

DONNA SMITH

Vice President Business Development

Donna co-leads the Colorado sales team for Neenan Archistruction. She trains and mentors within the company with an expertise in team building, relationships, training and difficult conversations. Her favorite days are leading collaborative work sessions, she says, "There is nothing like facilitating a group of highly motivated and intelligent people to provide a unique facility solution."

Prior to Neenan, Donna spent 20 years in economic development in Colorado. She brings perspective of both the development side and the municipal side of projects with knowledge of the local and state political environment and the tools available for utilization: Urban renewal authorities, industry specific development incentives and the current priorities of governing bodies as related to development.

Donna is a resident of Chaffee County and loves getting outdoors to enjoy the mountain air. Her investment in this project is personal, and her goal is to provide you with the support needed to come up with the best solution for the City and SAFPD.

Donna holds a Masters of Science in Land Use Economics from Colorado State University. Her project experience includes:

- Fort Collins Police Services - Fort Collins
- Grand Junction VA Addition - Grand Junction*
- YMCA of the Rockies - Estes Park*
- Powerhouse Energy Institute at CSU (renovation & addition) - Fort Collins*
- Gilpin Road and Bridge Facility - Black Hawk
- Tammen Hall (historic renovation) - Denver*

**indicates projects where a facility assessment was completed*

WHITNEY CHURCHILL

Project Architect

As a Project Architect, Whitney is responsible for delivery of the design solution, management of consultants, specifications, and coordination of the overall building program and planning. She will coordinate between designers, engineers, construction managers, and subcontractors to ensure the project is completed to code requirements and client satisfaction.

When beginning the process of design, clients often want to describe the solution. Clients appreciate how Whitney engages in their enthusiasm for the project, her ability to listen perceptively, and her commitment to keep their best interest in mind. Whitney “sees” ideas quickly in three dimensions, has an ability to remember, and finds common denominators accurately - resulting in a smoother, less stressful process.

Whitney holds a Masters of Art and Architecture from the University of Nottingham. Her project experience includes:

- East Grand School District – Granby*
- Melissa Memorial Hospital – Holyoke*
- Middle Park Medical Center – Granby*
- Orthopaedic & Spine Center of the Rockies – Fort Collins
- Poudre Valley Hospital Primary Care – Fort Collins
- Greeley Fire Station - Greeley

**indicates projects where a facility assessment was completed*

JOHNNY WALSTON

Senior Preconstruction Manager

Johnny is a budget expert with over 5,000,000 square feet in projects, he has seen it all. He specializes in coordinating highly complex project requirements, and balancing the project budget and design to create value for clients.

Johnny will bring his expertise in municipal budgets. His role will be to look at the building from the inside-out. Sharing his assessments and experience of 35 years in the industry.

Johnny holds a Masters of Science in Construction Management from Colorado State University. His project experience includes:

- Fort Collins Police Services - Fort Collins
- Grand Junction VA Addition - Grand Junction*
- YMCA of the Rockies - Estes Park*
- Powerhouse Energy Institute at CSU (renovation & addition) - Fort Collins*
- Aurora Maintenance Facility - Aurora
- Abound Solar - Longmont
- EPIC Ice Center Expansion – Fort Collins*
- Fort Collins City Building - Fort Collins
- Gilpin Road and Bridge Facility - Black Hawk
- JBS Swift/ConAgra Foods - Greeley
- New Belgium Brewing Company – Fort Collins
- Avista Medical Plaza Two - Louisville*
- Longmont Medical Campus - Longmont*
- Middle Park Medical Center – Granby*
- Poudre Valley Hospital Primary Care – Fort Collins
- Rio Grande Replacement Hospital - Del Norte*
- San Luis Valley Regional Medical Center - Alamosa*

**indicates projects where a facility assessment was completed*

ERIK BERGSTROM

Senior Project Manager

As a Project Manager, Erik must understand the client's needs, be analytical, accurate and able to work in tight timelines. For your facility assessment he will provide his expertise in reducing constructibility issues. This results in effective management, planning, and communication with the field staff.

His analytical and accurate style works for projects with tight schedules and budgets. Erik holds a Masters of Science in Construction Management from Colorado State University. His project experience includes:

- Tammen Hall (historic renovation) – Denver*
- CDOT Region 2 – Pueblo
- Colorado Early Colleges Renovation – Fort Collins*
- Telluride School Additions – Telluride*
- Fort Collins Senior Center Renovation – Fort Collins*
- Liberty Common High School (addition & remodel) – Fort Collins*
- Monte Vista School District – Monte Vista*
- Alamosa School District – Alamosa*

**indicates projects where a facility assessment was completed*

MEGAN ELLIS

Senior Interior Designer

As an interior designer, Megan's goal is to oversee the overall planning and design of the interior space. Megan's expertise is in creating innovative and inviting spaces that are unique to the client and function of the space. Her valuable experience on various space types enables Megan to effectively interpret information from clients and translate that information into functional, efficient spaces.

Megan is a graduate from the University of Arkansas with a Bachelor of Interior Design. Her project experience includes:

- Middle Park Medical Center – Granby*
- CDOT Region 2 – Pueblo
- CDOT Region 4 Headquarters – Greeley
- Twin Rivers Maintenance Facility – Gilcrest
- Telluride School Additions – Telluride*
- Liberty Common High School (addition & remodel) – Fort Collins*
- Sargent High School – Sargent*
- Craig Middle School – Craig*
- East Grand School District – Granby*
- Monte Vista School District – Monte Vista*
- Alamosa School District – Alamosa*

**indicates projects where a facility assessment was completed*



TRAVIS HUPPERT

General Superintendent

For the last 20 years Travis has been responsible for overseeing the quality control and safety program for the project, as well as delivering the project on schedule. For your facility assessment, Travis will be responsible for providing constructibility feedback during the review process. This collaboration takes the form of solving issues between field staff, answering questions about drawings or scope of work, and planning the operations of the construction portion of a project.

Travis holds a Bachelor of Science in Construction Management from Colorado State University. His project experience includes:

- CDOT Region 4 Headquarters – Greeley
- Twin Rivers Maintenance Facility – Gilcrest
- Powerhouse Energy Institute at CSU (renovation & addition) - Fort Collins*
- Abound Solar - Longmont
- Gilpin Road and Bridge Facility - Black Hawk
- Liberty Common High School (addition & remodel) – Fort Collins*
- Alamosa School District – Alamosa*
- JBS Swift/ConAgra Foods - Greeley

**indicates projects where a facility assessment was completed*

PROFESSIONAL ENGINEERING

Consultants (PEC)

Founded in 1965 as one of the first full-service consulting firms in the region, PEC’s knowledge is the cumulative effect of 50 years of experience. They offer comprehensive engineering services conveniently located in one firm - like Neenan this efficiency translates into time and cost savings.

We have selected PEC to partner with us because we know they can provide a depth of knowledge and support to your facility assessment that no one else can. Neenan and PEC have partnered on dozens of projects, resulting in practical, proactive, innovative solutions that save money and create value. PEC’s fire station experience includes:

- City of Gilcrest, CO Platteville Gilcrest Fire Station
- City of Loveland, CO Fire Station No. 7
- City of Coffeyville, KS Fire Station Remodel
- City of Mulvane, KS EMS/Fire Station
- CHS, Inc. Fire Station and Training Facility in McPherson, KS
- City of Clinton, OK Fire Station
- City of Derby, KS Fire Station
- City of Salina, KS Fire Station No. 1 Addition
- City of Lawrence, KS Fire Station No. 1 Renovation
- City of Wichita, KS Fire Stations (seven projects)

Request for Proposal



Twin Rivers Maintenance Facility

CORY MYRTLE, PE, SE

Senior Associate, Structural Division

Cory has extensive experience with structural engineering analysis and design, including designs in high wind and seismic regions. He specializes in design of conventional steel, masonry and wood structures. His responsibilities include project management to monitor and maintain project quality and accuracy, structural design and analysis, modeling, structural calculations, and contract document production. Cory's structural design experience with a variety of complex projects in the medical, industrial, and commercial industries, provides a valuable resource to any project.

Cory holds a Bachelor of Science in Architectural Engineering from the University of Colorado. He is a licensed Professional Engineer in Colorado, Wyoming, Kansas, Nebraska, South Dakota, Utah, and Washington. His project experience includes:

- City of Lyons Fire Station; Lyons, CO
- City of Clinton Fire Station; Clinton, OK
- South Adams County Fire Fleet Maintenance Shop; Commerce City, CO
- Town of Windsor Public Works and Parks New Campus; Windsor, CO
- Bureau of Land Management Warehouse Assessment; Twin Falls, ID*
- Yakima Valley Farm Workers Clinic Assessment and Renovation; Salem, OR*
- Samaritan Pacific Communities Hospital Assessment; Newport, OR*
- Colorado Early Colleges Condition Assessments; Multiple Locations throughout Colorado*
- Tammen Hall Condition Assessment and Renovation; Denver, CO*

**indicates projects where a facility assessment was completed with Neenan Archistruction*

ADAM RUBIN

Senior Associate, Electrical Division

Adam engineers power distribution, lighting, and life safety systems. He also performs power studies including arc flash evaluations. As a LEED Accredited Professional, Adam is well versed in sustainable building technologies with an emphasis on performing design and construction administration for photovoltaic installations. Adam has been adept at projects involving large scale renovations of existing buildings including assessments of existing equipment conditions, recommendations of energy efficiency and system improvements, and the coordination and design of new systems within the constraints of the existing building.

Adam holds a Bachelor of Science in Electrical Engineering from the University of California, Santa Barbara. He is a licensed Professional Engineer in Colorado and Wyoming. His project experience includes:

- City of Loveland Fire Station No. 7; Loveland, CO
- Platteville Gilcrest Fire Station; Gilcrest, CO
- Gilcrest Fire Station Addition and Renovation; Platteville, CO
- Poudre Fire Authority Burn Building; Fort Collins, CO
- Platte River Authority New Campus including Headquarters Building, Maintenance Shops, Wash Bay, and Fleet Buildings; Fort Collins, CO

Adam's project experience prior to joining PEC includes:

- Platte Valley Fire Station; Kersey, CO
- Northstar Highlands Fire Station; Northstar, CA
- North Tahoe Fire Protection District; Tahoe City, CA



Platte Valley Fire Dept.



Salina Fire Dept.

Request for Proposal

Project Experience

The long-term viability, productivity, and cost of your current facility will be evaluated through several critical lenses based on our experience:

- Overall system, code, and safety assessment with design, construction, and engineering experts
- Functional assessment for the building's usefulness and viability to meet your needs
- Ideas to make the most of your current facility and alternative uses for it if you decide to move
- Cost comparison to renovate vs. replace, along with pros and cons to those options

With Neenan, you will have Colorado's leading integrated design and construction team to assess your fire station. With this experience, we have learned that public projects must have a clear process, goal, and justification – this all begins with a facility assessment.

We have completed dozens of facility assessments in smaller Colorado communities including Leadville, Creede, Alamosa, Granby, Gunnison, and Estes Park. This facility assessment experience is primarily in the public sphere with most of the projects focused around renovation. This experience provides a unique perspective on planning for the unknowns early in a process – we think this would be very hard to do without input from people that lead construction on a project.





Tabor Grand in Leadville, Colorado

Originally built in 1885, our team worked with a developer to assess the facility for an affordable housing renovation. With Neenan’s assessment, the client was able to secure tax credits and funding to make the project a reality. Building renovations included asbestos abatement, enhancements to the exterior masonry veneer, windows, wood framing and structural repair to foundations.

Creede School District in Creede, Colorado

After starting with another team, Creede stopped midway and hired Neenan for the facility assessment and master plan. Creede needed open minds and a new perspective to assess their aging facilities. Once a replacement option was selected, our team worked with them to evaluate multiple sites and secure funding with a grant and local bond election.

Neenan Architecture





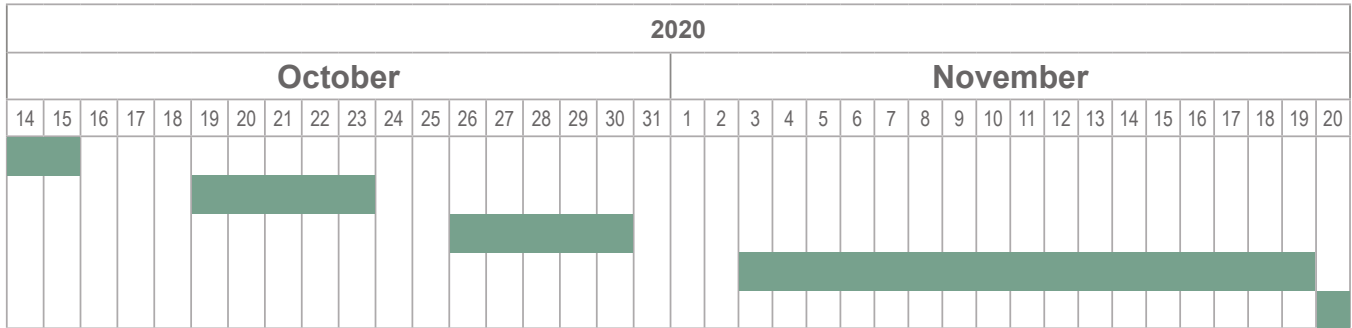
Gunnison Valley Hospital in Gunnison, Colorado

Healthcare is constantly changing, and it is very challenging for smaller community hospitals to keep up with demands. We worked with Gunnison Valley Hospital and the Gunnison community to assess their facility and prioritize needs. The community members really wanted a more identifiable entry and easier access to outpatient care at the hospital. After the assessment, the hospital secured financing and Neenan helped with the design and construction of an addition/remodel.

Scheduling

Our team, made up of engineers, designers, project management, and field staff are committed to meet your proposed schedule. Please see milestone dates for achieving this goal. Close Coordination of owner activities is crucial to meet the dates.

The timeline proposed in the RFP requests work be completed by November 20, 2020 as shown in the schedule. To shorten the contract process and move quickly to the site visit **we have included a services agreement (at the end of this document) for the requested scope of work for approval and execution.**



KEY DATES

Facility Assessment Site Visit	10/14-10/15	Prepare Assessment Package	11/3-11/19
Program Assessment	10/19-10/23	Deliver Assessment Package	11/20
New Site Layout	10/26-10/30		

OWNER ACTIVITIES

Facility Assessment Site Visit	10/14-10/15	Coordination Meeting	11/3
Program Interview	10/19		

Covid Protocols

To limit interpersonal interaction during the pandemic, only two members of our team will visit the facilities in person to document the physical assessment. Technology will serve as additional eyes and ears to capture relevant information for reference as the assessment is compiled. Team members on site will video conference with remote team members to ensure all information required for the assessment is captured. Additionally, the team will use a 360-degree camera to video the facility for future reference.

During the site visit and meetings with fire staff, our team will follow the following protocol:

- Team members will not participate if they are experiencing any signs of illness
- Social distancing of at least 6 feet will be observed
- Team members will sanitize and/or wash hands after contact with surfaces in the fire station
- Masks will be worn during all interactions



Request for Proposal

Fees

Lump sum fee for total cost of work \$45,000

STATEMENT OF WORK

Location visit pre-work

- Review of requested owner items
 - Existing building drawings
 - Current ISO report
 - Information on potential site locations

Location visit – 2 days

- Owner kick off meeting
 - Inquire regarding Conditions of Satisfaction
 - Develop program with client based on current & future needs
 - History of existing building
- Assessment of current facilities
 - Video facilities walk – 2 people from Neenan Team on site, remainder to be remote
 - Code compliance
 - Visual building envelope review
 - Visual structural review
 - Systems inspection
 - Functionality and logistics
- Assessment of proposed new sites
 - Walk and visually assess sites
 - Video and photo-documentation
 - Gather relevant site information

Compile Assessment

- Compile facilities assessment
 - Code compliance
 - Building envelope
 - Systems
 - Space deficiencies
- Formalize program based on needs and current best practices
- Proposed site analysis
 - Test fit of conceptual design
 - Site comparison of development costs
 - Site comparison of ISO Personal Protection Class Ratings
- Budget comparison
 - Estimate associated with renovation of current facility
 - Estimate for new facility based on conceptual design
- Deliver final report

Reimbursables

- Included in Cost of work

Exclusions

- Environmental study

PROJECT TEAM INCLUDED IN COST:

Senior Architect
 Drafter
 Interior Designer
 Preconstruction Manager
 Field Superintendent
 Structural Engineer
 Electrical Engineer
 Mechanical Engineer
 Civil Engineer



Request for Proposal

SERVICES AGREEMENT

THIS AGREEMENT FOR SERVICES (“Agreement”), made as of this 7th day of October, 2020, (“Effective Date”) by and between **THE CITY OF SALIDA, COLORADO** organized and existing under the laws of the State of Colorado, with offices at Salida Fire Department, 124 E Street, Salida, Colorado 81201 (“Client”) and **THE NEENAN COMPANY LLLP**, a limited liability limited partnership organized and existing under the laws of the State of Colorado with offices at 3325 South Timberline Road, Suite 100, Fort Collins, Colorado 80525 (“NEENAN”).

AGREEMENT

1. SERVICES.

NEENAN will perform the work described at **Exhibit A** (the “Services”). Performance by NEENAN will be required only to the extent consistent with and reasonably inferable from the description of the Services as being necessary to produce the intended results. The Services will be performed as expeditiously as is possible under the circumstances or as otherwise identified at **Exhibit A**. Changes in the Services may be accomplished after the Effective Date only by a written change order executed by both parties.

2. CONTRACT PRICE.

The stipulated sum fee for the Services is set forth at **Exhibit B** (the “Contract Price”). Changes in the Contract Price may be accomplished after the Effective Date only by a written change order executed by both parties. The Contract Price may include, if identified at **Exhibit B**, dollar amounts allocated to certain items of the Services for which the actual cost is not ascertainable at the Effective Date (“Allowance”). The amounts for Allowance items will be adjusted by written change order as the actual costs become known.

3. PAYMENT.

Within twenty (20) days of Client’s receipt of any properly submitted and correct application for payment for the Services, Client will make payment to NEENAN. No retainage will be withheld from any payment due NEENAN under this Agreement. Any payment that is not paid when due will accrue interest from the date due at the rate of one percent (1.0%) per month until paid.

4. STANDARD OF CARE.

The standard of care for the design work performed pursuant to this Agreement will be the standard of care and skill ordinarily provided by competent licensed architects and registered professional engineers designing projects of similar size, scope, and complexity in the same location and at the same time as the performance of the Services.

5. EXCUSABLE DELAY.

"Excusable Delay" means any delay which is beyond the control of a party hereto. Whenever a deadline or period of time is not met because of Excusable Delay, then any such deadline or period of time will be extended as necessary to compensate for the Excusable Delay period of time.

6. TERMINATION.

Client may terminate this Agreement for its convenience at any time upon written notice to NEENAN. In the event of such termination, NEENAN will be compensated for the portion of the Services performed prior to the termination and, subject to Paragraph 9, any expenses incurred directly as a result of the termination.

7. INSURANCE.

NEENAN will obtain and maintain during the term of this Agreement the insurance described at **Exhibit C**. The cost for such insurance is included in the Contract Price.

8. INDEMNIFICATION.

To the fullest extent permitted by law and except to the extent provided in this Agreement, NEENAN will indemnify and hold harmless Client from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys’ and experts’ fees, arising out of or resulting from performance of the Services, but only to the extent caused by the negligent acts or omissions of NEENAN and NEENAN’s consultants and subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation will not be construed to negate, abridge, or otherwise reduce any

other right or obligation of indemnity which would otherwise exist or be available to an indemnified party, as to any property or person described in this Paragraph. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of this indemnification obligation, such legal limitations are made a part of the indemnification obligation and will operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation will continue in full force and effect.

9. CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT OR NEENAN WILL NOT BE LIABLE TO THE OTHER, AND EACH PARTY HEREBY WAIVES ALL CLAIMS AGAINST THE OTHER, FOR ANY CONSEQUENTIAL, LIQUIDATED, SPECIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE AND LOSS OF PROFITS OR OPPORTUNITY), WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AS A RESULT OF THE SERVICES PERFORMED HEREUNDER.

10. DISPUTE RESOLUTION.

Any and all claims, disputes or controversies between Client and NEENAN arising out of, or relating to, this Agreement or the breach thereof (hereinafter "Dispute") will be resolved, unless the parties mutually agree otherwise, by binding arbitration conducted in Denver, Colorado. This agreement to arbitrate will be specifically enforceable in any court with jurisdiction. The arbitration administrator and rules will be mutually agreed upon by the parties, or if the parties cannot agree the arbitration will be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the Effective Date. The date and time of the arbitration will be by mutual agreement of the parties. The decision and award of the arbitrator will be final and binding upon the parties, and judgement may be entered upon it in accordance with applicable laws by any court having jurisdiction. The prevailing party in any Dispute resolution proceeding will be entitled to reimbursement from the other party of all costs, expenses, and reasonable attorney and expert fees and costs incurred by such prevailing party in connection with any such proceeding.

11. OWNERSHIP AND USE OF DOCUMENTS.

In consideration of the fees paid by Client to NEENAN, all drawings, specifications and other documents prepared pursuant to this Agreement by NEENAN or its agents, subcontractors, or consultants (collectively known as "NEENAN Documents"), become the property of Client for the purpose of information and reference when this Agreement is fully performed or sooner terminated, and full payment for the NEENAN Documents has been received by NEENAN. However, if for any reason Client chooses to go forward with additional design for the Project using consultants or designers other than NEENAN, or if Client elects to proceed with construction of the Project utilizing a contractor other than NEENAN, then Client will: (1) have the NEENAN Documents completed, reviewed, and stamped by other design professionals; and, (2) indemnify, defend and hold harmless NEENAN, its subcontractors and consultants, from any claims, losses, or expenses of any kind arising out of the use of the NEENAN Documents. Client hereby grants NEENAN an exclusive license to use the NEENAN Documents without limitation or restriction.

12. MISCELLANEOUS PROVISIONS.

12.1 Architect.

The Architect of Record will be Whitney Churchill at The Neenan Company LLLP, who is a licensed professional Architect in the State of Colorado (#203708).

12.2 Choice of Law.

This Agreement will be governed by the laws of the State of Colorado.

12.3 Severability.

The terms of this Agreement are severable. If any term of this Agreement is found to be unlawful, the remaining terms will remain in full force and effect, and the parties agree to negotiate a substitute term of equivalent value or effect.

12.4 Assignment.

Neither NEENAN nor Client will transfer, assign, or delegate this Agreement or any payment due thereunder without the consent of the other party, which consent will not be unreasonably withheld.

12.5 Exhibits.

All Exhibits attached to this Agreement are incorporated herein by this reference.

12.6 Entire Agreement.

This Agreement represents the entire and integrated agreement between Client and NEENAN and supersedes all prior negotiations, representations or agreements, whether written or oral, between Client and NEENAN related to the Services. Nothing in this Agreement will create a contractual relationship between Client and any person or entity other than NEENAN.

12.7 Signatures.

The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail will be deemed to be their original signatures for all purposes.

THIS AGREEMENT is entered into as of the Effective Date first written above.

CLIENT:

NEENAN:

City of Salida, Colorado

The Neenan Company LLLP
A Colorado limited liability limited partnership
By: Neenan Management Company
A Colorado corporation
Its: General Partner

By: _____

By: _____

Name: _____

Name: Ryan C. Dellos

Title: _____

Its: Treasurer

Date: _____

Date: _____

EXHIBIT A

SERVICES

NEENAN will engage pre-construction personnel, architects, engineers, and consultants to perform a facility and needs assessment for the Salida Fire Department located in Salida, Colorado (“Project”).

The Services are more specifically defined as follows:

Location visit pre-work

- Review of requested owner items
 - Existing building drawings
 - Current ISO report
 - Information on potential site locations

Location visit – 2 days

- Owner kick off meeting –
 - Inquire regarding Conditions of Satisfaction
 - Develop program with client based on current & future needs
 - History of existing building
- Assessment of current facilities
 - Video facilities walk – 2 people from Neenan Team on site, remainder to be remote
 - Code compliance
 - Visual building envelope review
 - Visual structural review
 - Systems inspection
 - Functionality and logistics
- Assessment of proposed new sites
 - Walk and visually assess sites
 - Video and photo-documentation
 - Gather relevant site information

Compile Assessment

- Compile facilities assessment
 - Code compliance
 - Building envelope
 - Systems
 - Space deficiencies
- Formalize program based on needs and current best practices
- Proposed site analysis
 - Test fit of conceptual design
 - Site comparison of development costs
 - Site comparison of ISO Personal Protection Class Ratings
- Budget comparison
 - Estimate associated with renovation of current facility
 - Estimate for new facility based on conceptual design

Deliver final report

EXHIBIT B

CONTRACT PRICE

Client agrees to pay NEENAN the stipulated sum fee of **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)** for the Services.

The Contract Price includes all normal reimbursable expenses except that the Contract Price does not include any fees paid for securing approval of authorities having jurisdiction over the Project.

EXHIBIT C
INSURANCE

NEENAN will maintain during the term of this Agreement the insurance described below, which insurance will be placed with a company or companies authorized to transact business in the State of Colorado. Insurance policies obtained by NEENAN for Commercial General Liability will, to the fullest extent permitted by law, name Client as an "additional insured." Certificates of Insurance evidencing the insurance coverage will be delivered to Client immediately after execution of this Agreement.

1. Workers' Compensation and Employers Liability
Coverage A: Statutory
Coverage B: \$1,000,000/\$1,000,000/\$1,000,000

2. Commercial General Liability
\$2,000,000 per occurrence bodily injury and property damage (CSL)
\$2,000,000 per occurrence bodily injury and property damage (CSL-Completed Operations)
\$4,000,000 general aggregate

3. Umbrella
\$8,000,000 each occurrence and annual aggregate

4. Business Automobile Liability
\$1,000,000 per accident bodily injury and property damage

5. Insurance for Design Services
Professional Liability Errors and Omissions Insurance with limits of \$1,000,000 per claim and in the aggregate.



WWW.NEENAN.COM

3325 S. Timberline Road, Suite 100, Fort Collins, CO



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020

ORIGINATING DEPARTMENT: Finance	PRESENTED BY: Aimee Tihonovich
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ITEM:

Fund Balance Reserve Policy

BACKGROUND:

An essential component of managing City Finances is properly monitoring and managing Fund Balance Reserves. This is an update for a policy originally adopted by Council in 2015. A redlined version highlighting the changes was discussed during the August 31, 2020 City Council Work Session.

STAFF RECOMMENDATION:

Staff recommends the adoption of this policy update.

SUGGESTED MOTION:

A Council person should make a motion to “combine and approve the items on the consent agenda.”

Followed by a second and then a vote

Attachments

Fund Balance Reserve Policy.



Fund Balance Reserve Policy

Introduction:

The City of Salida (the City or Salida) uses an accounting structure consisting of eight funds for different aspects of its operations, each with varying needs and risks that influence the amount of cash needed for responsible fiscal management. The purpose of this policy is to define the level of available reserves to be held in each fund. It is essential that governments have a level of savings sufficient for operating cash flow, to provide a backup for revenue shortfalls, to mitigate against uncontrollable costs and a variety of other current and future risks, and to help ensure stable rates for taxpayers and ratepayers. Fund balance levels are a crucial consideration in long-term financial planning. This policy also recognizes that, while reserves provide the City Council with the ability to respond to and safeguard from uncertainty and risk, excessive reserves could be used for additional services or even result in the reduction of taxes or fees. The types of holdings, uses allowed for reserves, and the replenishment strategy are addressed in the policy, as well.

Included in the total fund balance are amounts that are either Nonspendable, Restricted, Committed, Assigned, or Unassigned. These classifications, as defined in GASB Statement 54, comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints for the specific purposes that amounts can be spent in the governmental funds. This policy establishes appropriate levels of reserves for the categories of reserves that are available to the City for unrestricted spending in the budget (Committed, Assigned and Unassigned categories). The unique needs and differing situations for the various funds are considered.

Scope:

This policy applies to all City funds used for accounting purposes – General Fund, Lodging Tax Fund, Capital Improvement Fund, Streets Fund, Economic Development Fund, Conservation Trust Fund (CTF), and the Water System and Wastewater System (the latter two legally comprising the Water Activity Enterprise Fund, but managed as two separate funds).

Background:

As a reference, the Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months (17%) of regular general fund operating revenues or regular general fund operating expenditures. The choice of revenues or expenditures as a basis of comparison may be dictated by what is more predictable in a government's particular circumstances. Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. In any case, such

measures should be applied within the context of long- term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time.

In determining the appropriate level of reserve balances for the City, the most important factors were deemed to be the normal operating cash flow cycle, risks of revenue shortfalls, and planned capital spending for each fund. Certainly, the governing body and financial officer should take into consideration planned spending and economic factors in managing reserves at any point in time; however, these factors will change from time to time.

- The primary revenue sources for the General Fund, Lodging Tax Fund, Capital Improvement Fund, Street Fund and Water System and Wastewater System are monthly, with significant seasonality. The revenue source for the CTF is quarterly lottery distributions from the state (received in March, June, September, December) and does not vary with different seasons.
 - Sales tax is the most significant revenue source in the General Fund and is disbursed through the state on or about the 10th of the second month following the month such revenue was generated. (For example, collections for the month of January are received by March 10th.) This revenue source is highly subject to fluctuation based on economic conditions. In addition, sales tax is highly dependent on the retail business sector. Over 30% of the annual revenue is generated during the summer season (June, July, August), and monthly revenue in the “off season” can be 40% less than during the summer.
 - Water and Wastewater bills are due on the 20th of the month following the month services are provided to customers. Revenue is greater during the summer months when customers are irrigating outdoors and using more water. In addition, part-time residents and visitors in summer months drive greater water usage (and revenue) during the summer. In addition to seasonality, revenue is influenced by the amount and timing of rain.

Operating expenditures are somewhat influenced by seasonality in all funds that have operating expense, with expenses generally peaking in July.

- Capital expenditures are one-time in nature and, therefore, timing is less routine. Although a less predictable cycle exists for timing of expenditures from one year to the next, seasonality does influence infrastructure projects particularly in the Streets and Utility Funds. (For example, asphalt plants are closed during the winter months making paving projects infeasible.) Also, the reimbursement cycle for any grant funded capital projects should be considered.
- Risks of natural disasters include fires, floods and major snow events and would, most likely, have the greatest impact on the general and streets fund due to emergency response duties and public infrastructure that could be damaged.
- When the City is planning to issue debt in the relatively near future, credit rating agency guidelines should also be considered in the level of reserves being held.

Policy:

The following fund balance / reserve levels are established for the unique needs and differing situations of each of the various funds.

Fund	Reserve Policy Description	Allowable use
General	Minimum available fund balance of 25% of previous year's operating expenditures. Amount may be modified by council upon analysis of trends and forecast along with any likely or known factors that would reduce the City's revenue.	No restrictions
Tabor Emergency Reserve	The Tabor emergency reserve is defined by statute and is 3% of fiscal year spending excluding bonded debt service across all non-enterprise funds.	Can be spent on any declared emergency excluding economic conditions, revenue shortfalls, or salary or fringe benefit increases.
Lodging Tax Fund	No minimum reserve is required. These funds can be spent for allowable purposes to a zero balance annually. Spending is typically a transfer to the General Fund.	Can be transferred to the general fund to support capital improvements and operations for parks and recreation and arts facilities in the City.
Capital Improvement Fund	No minimum reserve is required. Long range capital plans should be considered and reserves should be built up as necessary when possible to fund future needs.	Can be spent on acquiring or constructing any improvement or for acquiring land or equipment as well as costs associated with issuing bonds.
Streets	Minimum available fund balance of 25% of previous year's operating expenditures. Amount may be modified by council upon analysis of trends and forecast along with any likely or known factors that would reduce the City's revenue. It is possible that this fund balance could grow as funds are saved up for large maintenance projects.	Must be spent on Street Fund related activities

Fund	Reserve Policy Description (Continued)	Allowable use
Economic Development	Minimum available fund balance of 25% of previous year's operating expenditures.	Can be spent on City Council approved Economic Development purposes
Conservation Trust	No minimum reserve is required. These funds can be spent for allowable purposes to a zero balance annually but funds can also be kept in reserve to grow to a sufficient level for larger one time project needs.	For acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site.
Water & Wastewater	A minimum available fund balance of 25% of previous year's operating expenditures should be maintained for operating. For capital, reserves should accumulate for future debt service payments and in anticipation of future capital needs.	All activities of the water and wastewater systems

Allowable Use of Reserves

Justification for dropping below target levels. As described in the introduction of this policy, reserves are established for a variety of reasons as a safeguard from certain types of financial risks and to provide stability for our constituents. Therefore, the occurrence of one or more of the factors from which the reserves are intended to insulate the City would justify their use. Reserves should not be used to fund normal operations.

Unrestricted funds could be used for operating needs should one or more of the situations described in this policy occur:

- Unexpected revenue shortfall
- One-time expenditures outside the scope of normal on-going operations
- Unusual operating cash flow needs, such as pending collection of a large grant receivable (ie. timing difference between use of fund and collection of revenue)

Budgeted operating expenditures should not exceed the current revenue sources. Should such a shortfall occur due to unexpected circumstances, changes in the operating cost structure shall be implemented no later than in the next annual budget or, if the event triggering the shortfall occurs after the proposed annual budget has been presented to the City Council, in the subsequent annual budget.

Replenishment

Should the cash reserves balances fall below the required level, the following guidance shall be followed to replenish the balance. As a financial management priority, it shall be the City's intent to replenish fund balances as soon as economic conditions allow, generally within one to three years.

Any non-recurring revenues or budget surpluses may be used to replenish reserves. In addition, operating expenditures should be controlled and capital projects may need to be deferred to replenish reserves.

Definitions:

Capital Assets. Land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in the operations and that have initial useful lives extending beyond a single reporting period.

Fund Balance. Difference between assets and liabilities reported in a governmental fund. Serves as a measure of the financial resources available in a government fund.

GASB. Governmental Accounting Standards Board.

TABOR. Taxpayer's Bill of Rights, which was approved by voters in November 1992 and enacted to reduce government growth by limiting spending, revenues and debt through an amendment to the State Constitution Article X, Section 20.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020:

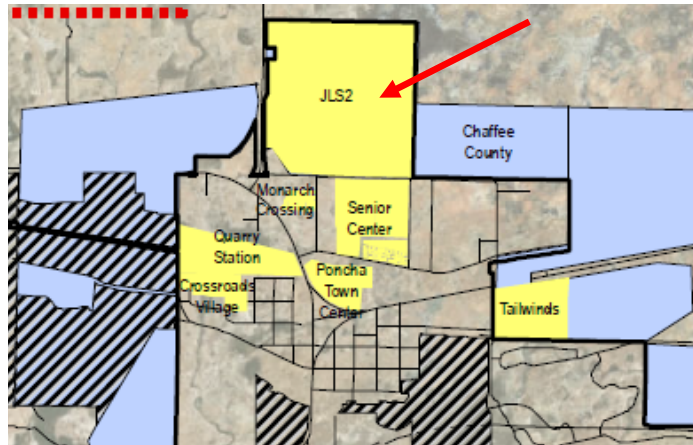
AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Council Action Approving a Warranty Reduction for Poncha Meadows Phase 1 Subdivision in Poncha Springs

BACKGROUND:

The City of Salida Council approved a Sanitary Sewer Extension Agreement for the Poncha Meadows Phase 1 Subdivision on October 15, 2019. Section 16-2-60m of the City of Salida Municipal Code allows for a partial release of the performance and warranty security upon completion and approval of the public improvements. Completion and approval of improvements occurred on September 15, 2020. The release of security is calculated to be 10% of the approved total estimated cost of improvements. The original cost estimate was \$515,550.00, therefore, with a reduction the revised security is calculated to be \$51,550.00.



FISCAL NOTE:

There are no budget implications with the approval of the agreement.

STAFF RECOMMENDATION:

Staff has identified that the request meets the requirements set forth in the City of Salida Municipal Code and recommends approval.

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda”.

Followed by a second and then a voice vote.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020:

ORIGINATING DEPARTMENT: Public Works		PRESENTED BY: David Lady
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ITEM:

Council Action Approving a Sanitary Sewer Extension Agreement for Quarry Station Filing No. 2 & 3 Subdivision in Poncha Springs

BACKGROUND:

The developer for Quarry Station Filing No. 2 & 3 Subdivision has requested to complete a sewer extension agreement as required for the construction of a public sanitary sewer main that will serve the residential development. This development is located northwest of the US-50/285 intersection (across from LaGrees) within the current corporate boundaries of the Town of Poncha Springs and within Salida’s Wastewater Service Area. Filings No. 2 and 3 complete the build-out of the Quarry Station development. The City reviewed construction plans and build-out of Phases 1 through 3 in 2018 and included requirements for the developer to construct offsite improvements as part of the Phase 1 Sewer Extension Agreement. These offsite improvements were identified as necessary in order to accommodate the additional flows created by the development. These improvements were completed in 2019.

The proposed main for Phases 2 and 3 consists of 1,351 linear feet of 8-inch sewer line, manholes, and associated facilities. The sewer main extension for this property has been sized to accommodate anticipated future development.

This project along with the other recently approved extension agreements (shown in yellow on the attached exhibit) were considered during the Salida Sewer Collection System Build Out Infrastructure Plan. The trunk main serving Poncha Springs was modeled by the City’s utility engineering consultant for anticipated built-out conditions of the proposed development. The preliminary modeling indicated that no offsite improvements would be necessary for capacity demands created by the proposed development.

City of Salida legal counsel has drafted the template for the Sewer Line Extension and Connection Agreement in accordance with the Salida City Code and requirements set forth in the Salida-Poncha IGA’s as defined below.

In accordance with the Salida and Poncha Springs Intergovernmental Agreement for Transfer of Sewer System dated April 6, 2010 (“System IGA”), Salida operates, maintains, and expands its sewer system to accommodate planned growth and development within Poncha Springs planning and zoning jurisdiction.

In accordance with the Salida and Poncha Springs Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 (“Service IGA”), Poncha Springs shall not record any final plat for any development within Poncha Springs until the Town has received written confirmation from Salida that the developer has executed a line extension agreement or line connection agreement with Salida or has otherwise applied for and been granted service per the Salida Municipal Code.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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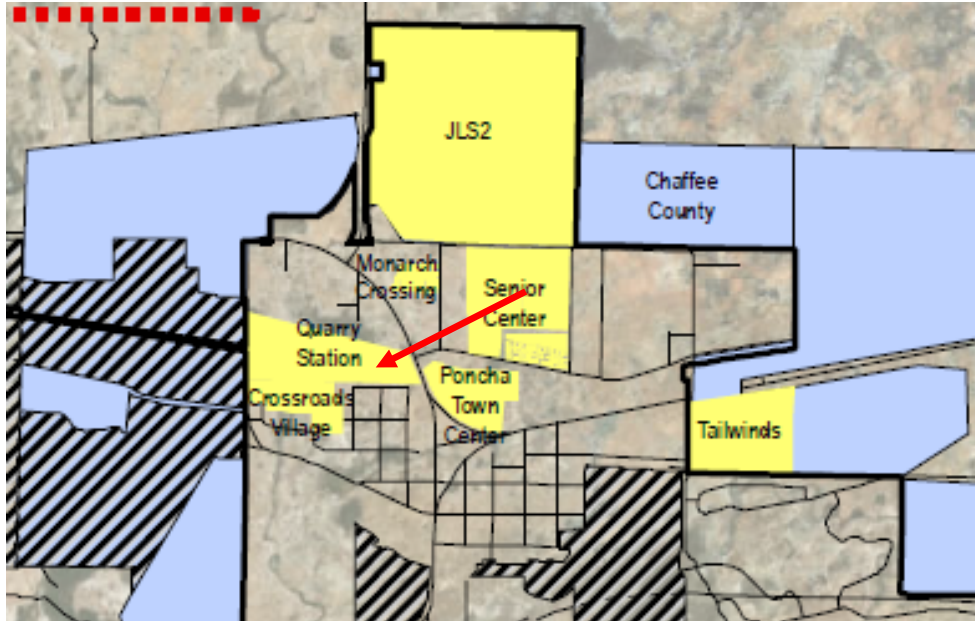


Figure 1

FISCAL NOTE:

There are no anticipated budget implications with the approval of the agreement.

STAFF RECOMMENDATION:

Legal counsel has provided language for inclusion into the Extension Agreement. Furthermore, the Draft Salida Sewer Collection System Build Out Infrastructure Plan has identified that the trunk line has adequate capacity, based on engineering calculations, for the proposed development.

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda”.

Followed by a second and then a voice vote.

**SEWER LINE EXTENSION AND CONNECTION AGREEMENT
(Quarry Station Filings No. 2 & 3 Subdivision)**

THIS SEWER LINE EXTENSION AND CONNECTION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“Salida”), and **QUARRY STATION, LLC** (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as the “**Quarry Station Filings No. 2 & 3**” subdivision and more particularly described on attached **Exhibit A** (the “Property”).
- 1.2 The Property is located within the current corporate boundaries of the Town of Poncha Springs (“Poncha Springs” or “Town”) and within Salida’s Wastewater Service Plan Area as defined in Section 13-2-20 of the Salida Municipal Code.
- 1.3 Salida provides sewer service in Poncha Springs pursuant to and in accordance with the terms and conditions of two intergovernmental agreements between Salida and Poncha Springs: the Intergovernmental Agreement for Transfer of Sewer System dated April 6, 2010 (“System IGA”), and the Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 (“Service IGA”).
- 1.4 In accordance with the Poncha Springs Land Use Code, the Developer has submitted a plat for the **Quarry Station Filings No. 2 & 3 Subdivision** and has obtained preliminary plat approval of the subdivision by the Town Board.
- 1.5 Under the System IGA, Salida operates, maintains, and expands its sewer system to accommodate and not inhibit planned growth and development within Poncha Springs’s planning and zoning jurisdiction.
- 1.6 Under the Service IGA, Poncha Springs shall not record any final plat for any development within Poncha Springs until the Town has received written confirmation from Salida that the developer has executed a line extension agreement or line connection agreement with Salida or has otherwise applied for and been granted service per the Salida Municipal Code.
- 1.7 The Property currently is not serviced by a Salida sewer line, and the Developer wishes to perform all excavations, construction, installations, connections, and other work necessary to establish a connection to a Salida sewer main (“Sewer Line Extension”), as shown on the Sewer Plans attached as **Exhibit B**.
- 1.8 Salida approval of individual sewer taps and sewer service to lots on the Property will be dependent on the capacity of downstream infrastructures at the time of application, as determined in the sole discretion of Salida.
- 1.9 The Developer and Salida wish to enter into this Agreement in satisfaction of the requirement for an executed extension or line connection agreement under the Service IGA,

and to provide for Salida's provision of sewer service to the **Quarry Station Filings No. 2 & 3 Subdivision**.

- 1.10 The Developer and Salida acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the System IGA and the Service IGA.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Salida and the Developer agree as follows:

Section 2 – Definitions

As used in this Agreement, the following terms have the following meanings:

- 2.1 “Agreement” means this Sewer Line Extension and Connection Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Appurtenant Sewer Service Lines” means all service lines and laterals necessary to deliver wastewater from the Property into the Sewer Main(s).
- 2.3 “City” means the City of Salida, a Colorado statutory city.
- 2.4 “City Administrator” means the City Administrator of the City of Salida, Colorado, and the City Administrator's designee.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “Developer” means **QUARRY STATION, LLC**, and its successor(s).
- 2.7 “Development” means all work on the Property required to accomplish construction and installation of the Public Improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by Salida and the Developer.
- 2.9 “Extension Taps” means sewer taps for which Salida will provide service through the Sewer Line Extension.
- 2.10 “Performance Guarantee” means the bond or letter of credit of **\$521,455.00 (125%)** posted by the Developer in accordance with the terms of its Subdivision Improvements Agreement with Poncha Springs dated **September 8, 2020**.
- 2.11 “Property” means the land that is known as the “**Quarry Station Filings No. 2 & 3**” subdivision and described in attached **Exhibit A**.

- 2.12 “Public Improvements” means those Required Improvements constructed and installed by the Developer and dedicated to Salida in accordance with this Agreement, including without limitation wastewater collection mains and laterals and sewer manholes. The Required Improvements that are also Public Improvements are identified on the Bid Tab attached as **Exhibit C**.
- 2.13 “Reimbursable Costs and Fees” means all fees and costs incurred by Salida in connection with Salida’s processing and review of the Public Improvements, and Salida’s drafting, review, and execution of this Agreement.
- 2.14 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property, consistent and in compliance with the final plat approval and with the construction plans and drawings submitted to Salida and Poncha Springs for review and approval.
- 2.15 “Salida Municipal Code” means the City of Salida Municipal Code, updated through Supplement No. 5, Update 4 (May 23, 2018), as it may be amended.
- 2.16 “Service IGA” means the Intergovernmental Agreement for Provision of Sewer Services made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.17 “Sewer Line Extension” means **1,351 linear feet of 8-inch sewer main** to be constructed and installed by the Developer as shown on **Exhibit B**, to allow the Developer to connect to a sewer main with sufficient capacity to enable Salida to provide sewer service to the Extension Taps.
- 2.18 “System IGA” means the Intergovernmental Agreement for Transfer of Sewer System made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.19 “Town” means the Town of Poncha Springs.
- 2.20 “Warranty Period” means a period of one year from the date that the Salida Public Works Director or City Engineer, in accordance with the terms and conditions of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between Salida and the Developer with respect to extension of sewer service to the Property. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 Binding Agreement and Covenant Running with the Land. This Agreement benefits and is binding upon Salida, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.

- 3.3. Reservation. Notwithstanding anything to the contrary herein, and to the extent that Salida becomes aware of new information with respect to the Property or the Public Improvements following execution of this Agreement, Salida reserves the right to require new terms or conditions for the Public Improvements or new obligations for the Developer with respect to such improvements.

**Section 4 – Connection to Sewer Line, Extension of Sewer Line,
and Provision of Sewer Service**

- 4.1 Provision of Sewer Service. Salida approval of individual sewer taps and sewer service to lots on the Property will be dependent on the capacity of downstream infrastructures at the time of an Application for Service within the Service Plan Areas (Salida Municipal Code, Section 13-2-30), as set forth in the Salida Sewer Collection System Build-Out Infrastructure Plan completed by Providence Infrastructure Consultants dated November 13, 2019 (“Plan”), or subsequent updated plans or data that may supersede it, as accepted and approved by the Salida City Council serving in its capacity as the governing body of the wastewater enterprise, and the Developer agrees that it will construct and install the Required Improvements, including without limitation all Appurtenant Sewer Service Lines, only in accordance with the terms and conditions of this Agreement, the System IGA, and the Service IGA, and with the following:
- 4.1.1 All requirements of the Town Code and the Town’s Subdivision Approval Ordinance;
 - 4.1.2 All requirements of the Salida Municipal Code;
 - 4.1.3 The City of Salida’s Standard Specifications for Construction, effective January 1, 2017, as they may be amended;
 - 4.1.4 The City of Salida Department of Public Works’ Design Criteria Manual for Water, Sewer, and Streets, effective January 1, 2017, as it may be amended;
 - 4.1.5 The Town’s applicable engineering standards for construction and installation of the Sewer Line Extension and Appurtenant Sewer Service Lines, including without limitation standards for compaction in trenches, under pavement, under sidewalks, at valve boxes, and around manholes; and
 - 4.1.6 All other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The Developer acknowledges and agrees that in accordance with paragraph 1.c of the Service IGA and in accordance with the Salida Municipal Code, Salida is and will be under no obligation to provide sewer service to the Property until all Public Improvements required hereunder have been completed and accepted by Salida; and that in accordance with paragraph 1.d of the Service IGA, Salida will have no obligation to provide sewer

service to the Property until Salida has formally approved and accepted the Public Improvements and has confirmed in writing to Poncha Springs that all terms and conditions of the System IGA and the Service IGA have been complied with to Salida's satisfaction.

- 4.3 The Developer acknowledges and agrees that in accordance with paragraphs 5.c and 5.d of the System IGA, Salida may impose special assessments within its sewer service area to fund specific improvements and upgrades as may be necessary from time to time, and that such special assessments may be imposed following the Effective Date.

Section 5 – Terms and Conditions for Sewer Line Extension and Provision of Sewer Service

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the System IGA, the Service IGA, the Salida Municipal Code, and all other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to Salida in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Limitations on Wastewater Delivered Through Sewer Line Extension. The Developer acknowledges and agrees that Salida's obligation to provide sewer service to the Extension Taps is contingent upon the Developer's construction and installation, and Salida's written approval pursuant to paragraph 5.10 below, of the Public Improvements associated with the Sewer Line Extension.
- 5.4 Final Acceptance Not A Warranty that Sewer Service Will be Available. Regardless of final written acceptance of the Public Improvements by Salida, such acceptance shall not constitute a warranty or promise by Salida to provide sewer service, if the capacity of the sewer system does not allow for the provision of such service. Salida approval of individual sewer taps and sewer service to lots on the Property will be dependent on the capacity of downstream infrastructures at the time of application, as determined by and in the context of the Plan, or subsequent updated plans or data that may supersede it, as accepted and approved by the Salida City Council serving in its capacity as the governing body of the wastewater enterprise.
- 5.5 Required Improvements and Performance Guarantee. Attached **Exhibit C** provides a detailed list of the Required Improvements for which the Developer is responsible under the Town's final plat approval of the Property, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. Under the Developer's Subdivision Improvement Agreement for the Property, a copy of which agreement is attached as **Exhibit D**, the Developer has furnished a Performance Guarantee, pursuant to Salida Municipal Code section 16-2-60(l), (and attached as **Exhibit E**) in the amount of **\$521,455.00**, which represents an amount equal to one hundred twenty-five

percent (125%) of the estimated cost of said improvements to ensure timely completion of the Required Improvements.

- 5.4.1 In accordance with paragraph 1.c of the Service IGA, the Town made Salida a third-party beneficiary of the Performance Guarantee associated with sewer service installation sections of the Developer's Subdivision Improvements Agreement for the Property.
- 5.4.2 Also in accordance with paragraph 1.c of the Service IGA, the Developer agrees that Salida is a third-party beneficiary of the Developer's Subdivision Improvements Agreement for the Property, that any default by the Developer hereunder will be deemed a default under the Subdivision Improvements Agreement, and that the Performance Guarantee (or rights to and in the same), to the extent of any estimated costs of the Public Improvements, may be made available to Salida in sufficient amounts in the event of default to provide for the completion of the Public Improvements.
- 5.4.3 In accordance with paragraph 1.d of the Service IGA, Salida agrees to perform all necessary inspections and, when appropriate, to provide required written confirmations in a timely fashion and within the time limitations, if any, imposed on Poncha Springs for inspecting the Public Improvements.
- 5.5 Prior Approval of Plans for Public Improvements. Before the Developer commences construction or installation of the Public Improvements, the Salida Public Works Director or City Engineer must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer.
- 5.6 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement, industry standards, and Salida's rules, regulations, requirements, and criteria governing such construction.
- 5.7 Conveyance of Public Improvements. Within twenty-eight days of Salida's final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the Developer, at no cost to Salida, shall do the following:
- 5.7.1 Execute and deliver to Salida a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Consistent with Section 16-2-60(j) of the Salida Municipal Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.7.2 Execute and deliver to Salida a good and sufficient General Warranty Deed conveying to Salida, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the

extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the **Quarry Station Filings No. 2 & 3** Subdivision plat recorded at Reception No. [REDACTED]. Easements for public utilities must be at least twenty feet wide, ten feet wide on either side of the relevant infrastructure.

- 5.7.3 Deliver to Salida all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements, or make reasonable provision for the same to be delivered to Salida. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.8 Warranty. The Developer shall warrant the Public Improvements in accordance with Salida Municipal Code section 16-2-60(f) for the Warranty Period, which is one year from the date that the Salida Public Works Director or City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications. The Developer shall provide a one-year Warranty Bond or furnish a letter of credit, for the Public Improvements, including without limitation the Sewer Line Extension and all Appurtenant Sewer Service Lines. In the Warranty Bond or letter of credit, the Developer shall list Salida as the benefitted owner of the Public Improvements.
- 5.8.1 Specifically, but not by way of limitation, the Developer shall warrant the following:
- (1) That the title conveyed shall be good and its transfer rightful; and
 - (2) Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
 - (3) Any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.
- 5.8.2 In the event of any defect in workmanship or quality during the Warranty Period, the Developer shall correct the defect in workmanship or material.
- 5.8.3 In the event that any corrective work is performed by the Developer during the Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed.
- 5.8.4 Should the Developer default in its obligation to correct any defect in workmanship or material during the Warranty Period, the City will be entitled to draw on the Warranty Bond or letter of credit and/or to pursue any other remedy described in Section 7 below.
- 5.8.5 In addition to warranting the Public Improvements as described herein, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Warranty Period.

- 5.8.6 Pursuant to Salida Municipal Code section 16-2-60(n), the performance guarantee issued pursuant to this Agreement shall be fully released and discharged upon expiration of the one (1) warranty period, and the correction of any defects discovered during such warranty period.
- 5.9 Observation of Development and Inspection of Public Improvements. Salida may observe all Development on the Property, and may inspect and test and/or require the Developer's qualified professional consultant(s) to inspect and test each component of the Public Improvements.
- 5.9.1 The Developer shall hire a qualified geotechnical consultant to provide quality assurance testing during the construction and installation of the Public Improvements, and shall deliver to Salida copies of all test reports.
- 5.9.2 The Developer shall hire a professional engineering consultant to provide construction management and inspections during the construction and installation of the Public Improvements, and to stamp the drawings and plans for the Public Improvements before such drawings and plans are reviewed and approved by the Salida Public Works Director or City Engineer pursuant to paragraph 5.5 above.
- 5.9.3 The Developer shall reimburse Salida for any and all costs associated with Salida's observation of Development on the Property and inspection and testing of the Public Improvements, and Salida will not give its written approval of the Public Improvements, as described in paragraph 5.10 below, until such costs, if any, have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction and installation.
- 5.10 Salida's Written Approval of Public Improvements. Upon the Developer's request, the Salida Public Works Director or City Engineer shall inspect the Public Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The Salida Public Works Director or City Engineer shall confirm in writing the date on which all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the approved plans and specifications.
- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, Salida shall issue its final written acceptance of the Public Improvements. Thereafter, Salida shall maintain such Public Improvements.
- 5.12 Final Acceptance Not A Warranty that Sewer Service Will be Available. Regardless of final written acceptance of the Public Improvements by Salida, such acceptance shall not constitute a warranty or promise by Salida to provide sewer service, if the capacity of the sewer system does not allow for the provision of such service, as determined in the sole discretion of Salida.

- 5.13 Inspection Distinguished from Approval. A Salida official's inspection and/or verbal approval of the Development, at any particular time, will not constitute Salida's approval of the Public Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.14 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.
- 5.15 Reimbursable Costs and Fees. The Developer shall pay to Salida the fees described below at the time set forth below:
- 5.15.1 The Developer shall reimburse Salida for all fees and actual costs incurred by Salida in connection with Salida's processing and review of the proposed Public Improvements, including without limitation Salida's review of the Developer's Subdivision Improvements Agreement with Poncha Springs and supporting documentation; and Salida's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to Salida's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by Salida in connection with processing and review of the proposed Public Improvements.
- 5.15.2 Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit F**.
- 5.15.3 Reimbursable Costs and Fees attributable to work completed by the City Attorney or by Salida's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by Salida for that work.
- 5.15.4 Interest will be imposed at rate of 1.5% per month on all balances not paid to Salida within 30 days of the effective date of Salida's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 10.6 below. In addition to any and all remedies available to Salida and in the event Salida is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, Salida shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Section 6 – Development Schedule

- 6.1 Development Schedule. Attached **Exhibit G** provides the schedule according to which Development will occur, including construction and installation of the Public Improvements.
- 6.2 Development Phases. Each phase of Development must be planned so that the Developer's failure to proceed to a subsequent stage will not have an adverse impact on Salida's wastewater treatment system, process, or facilities.
- 6.3 Deadline for Completion and Approval of Sewer Line Extension. The Developer shall construct and install the Sewer Line Extension, and shall obtain Salida's written approval of the Sewer Line Extension in accordance with paragraph 5.10 above, no later than **November 31, 2021**. The Developer acknowledges and agrees that this deadline is applicable regardless of the number of units constructed within the Property as of **November 31, 2021**.

Section 7 – Default by Developer and Salida's Remedies

- 7.1 Salida's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, Salida may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 Suspension of all further activities and approvals related to the Public Improvements.
- 7.1.2 A demand that the Performance Guarantee be paid or honored.
- 7.1.3 Any other remedy available in equity or at law.
- 7.2 Notice of Default. Consistent with Section 16-2-60(o) of the Salida Municipal Code, before taking remedial action hereunder, Salida shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, Salida will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 7.3 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Waiver. Any waiver by Salida of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

- 7.5 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Developer acknowledges that Salida cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Salida Municipal Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by Salida or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by Salida or its officers or agents or their designees.
- 8.2 Indemnification.
- 8.2.1 The Developer shall indemnify and hold harmless Salida, and Salida's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) acts or omissions by the Developer or its officers, employees, agents, consultants, contractors, or subcontractors in connection with this Agreement; (b) Salida's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Property or the construction and installation of the Public Improvements; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by Salida upon the Property or the Public Improvements; or (c) any other item contained in this Agreement.
- 8.2.2 The Developer shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against Salida as a result of Salida's approval of the Public Improvements; and shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge Salida's approval of the Public Improvements. Nothing in this Agreement obligates or compels Salida to proceed with any action or referendum position.
- 8.2.3 Fees, expenses, and costs attributable to work completed by Salida staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit F**.

8.2.4 Fees, expenses, and costs attributable to work completed by the City Attorney or by Salida’s outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by Salida for that work.

Section 9 – Representations and Warranties

9.1 Developer’s Representations and Warranties. The Developer represents and warrants to Salida that the following are true and correct as of the date of the Developer’s execution of this Agreement and will be true and correct as of the Effective Date:

9.1.1 Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

9.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

9.1.3 No litigation or adverse condition. To the best of the Developer’s knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer’s ability to Develop the Property as contemplated under the approved final plat.

9.1.4 Compliance with environmental laws and regulations. To the best of the Developer’s knowledge, the Public Improvements and associated easements to be conveyed to Salida hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Clean Water Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.

9.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.

9.2 Salida’s Representations and Warranties. Salida represents and warrants to the Developer that the following are true and correct as of the date of Salida’s execution of this Agreement and will be true and correct as of the Effective Date:

9.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of Salida, and is enforceable as to Salida in accordance with its terms.

- 10.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 10.8 Recording. Salida shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 10.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than Salida and the Developer.
- 10.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive Salida's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 10.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 10.12 Subject to Annual Appropriation. Any financial obligation of Salida arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 10.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 10.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the Parties have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By

Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
)
 s
 s.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2019,
by _____, as Mayor, and by _____, as Clerk,
on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

QUARRY STATION, LLC

By

[[Name and title]]

STATE OF COLORADO)
) ss.
COUNTY OF)

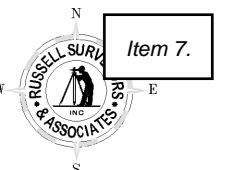
Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2019 by
_____.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

QUARRY STATION FILING No. 2

LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER (E½NE¼) OF SECTION 9 AND THE WEST HALF OF THE NORTHWEST QUARTER (W½NW¼) OF SECTION 10, TOWNSHIP 49 NORTH, RANGE 8 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF PONCHA SPRINGS, CHAFFEE COUNTY, COLORADO



Item 7.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned are the owners of that real property located in the East Half of the Northeast Quarter (E½NE¼) of Section 9 and the West Half of the Northwest Quarter (W½NW¼) of Section 10, Township 49 North, Range 8 East of the New Mexico Principal Meridian, in the Town of Poncha Springs, Chaffee County Colorado, more particularly described as follows:

Beginning at the Northeast Corner of Lot 56 of Quarry Station Filing No. 1, as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, from which the Center-West 1/16th corner of Said Section 10 bears S28°31'00"E a distance of 1365.74 feet, thence with the north boundary of said Quarry Station Filing No. 1 for the following five (5) courses,

- 1.) N 89°55'53" W a distance of 326.98 feet;
- 2.) thence S 00°04'07" W a distance of 65.00 feet;
- 3.) thence N 89°55'53" W a distance of 462.72 feet;
- 4.) thence N 00°04'07" E a distance of 115.00 feet;
- 5.) thence N 89°55'53" W a distance of 570.67 feet;

thence with the west boundary of said Quarry Station Filing No. 2 for the following three (3) courses,

- 1.) thence N 13°31'42" E a distance of 254.31 feet;
- 2.) thence S 76°28'18" E a distance of 41.41 feet;
- 3.) thence N 13°31'42" E a distance of 129.96 feet to a point on the north line of the Quarry Station Subdivision;

Thence S 76°28'21" E with said north line a distance of 1209.55 feet to the northeast corner of the herein described tract, thence S 22°12'14" E a distance of 143.26 feet to the Point of Beginning, containing 8.25 Acres, more or less.

FURTHER THAT the undersigned has caused said property to be surveyed and laid out as Quarry Station Filing No. 2 and do hereby dedicate and set apart all of the streets, alleys, other public ways, places and easements shown on the accompanying plat and dedicate these to the public use forever. Hoover Circle and Nickerson Avenue are 60 foot wide and Holman Access is 20 foot wide and are public streets dedicated to the Town of Poncha Springs. Public Utility Easements as shown on the typical drawings on this plat and as per the Town zoning requirements are also dedicated to the Town of Poncha Springs.

Signed: Daniel M. Russell Member QUARRY STATION, LLC
Signed: David Martin Member

ACKNOWLEDGEMENT:

STATE OF COLORADO } SS
COUNTY OF CHAFFEE }

The foregoing was acknowledged before me this _____ day of _____, 2020,

by Daniel M. Russell and David Martin as Members of Quarry Station, LLC.

Witness my hand and seal. My commission expires _____

SIGNED: _____ Notary Public

PLANNING & ZONING APPROVAL:

QUARRY STATION, FILING No. 2 IS HEREBY ACCEPTED AND APPROVED BY THE PONCHA SPRINGS PLANNING AND ZONING COMMISSION ON THIS _____ DAY OF _____, 20____, AND THE APPROVAL OF SAME IS RECOMMENDED TO THE TOWN TRUSTEES OF PONCHA SPRINGS, COLORADO

BY: _____ CHAIRMAN OF PLANNING & ZONING
PONCHA SPRINGS, COLORADO

TOWN TRUSTEES APPROVAL:

QUARRY STATION FILING No. 2, AS REPRESENTED BY THIS PLAT, IS HEREBY APPROVED OF AND ACCEPTED BY THE TOWN TRUSTEES OF PONCHA SPRINGS, COLORADO, ON THIS _____ DAY OF _____, 20____

BY: _____ MAYOR
PONCHA SPRINGS, COLORADO
ATTEST: _____ TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } SS
COUNTY OF CHAFFEE }

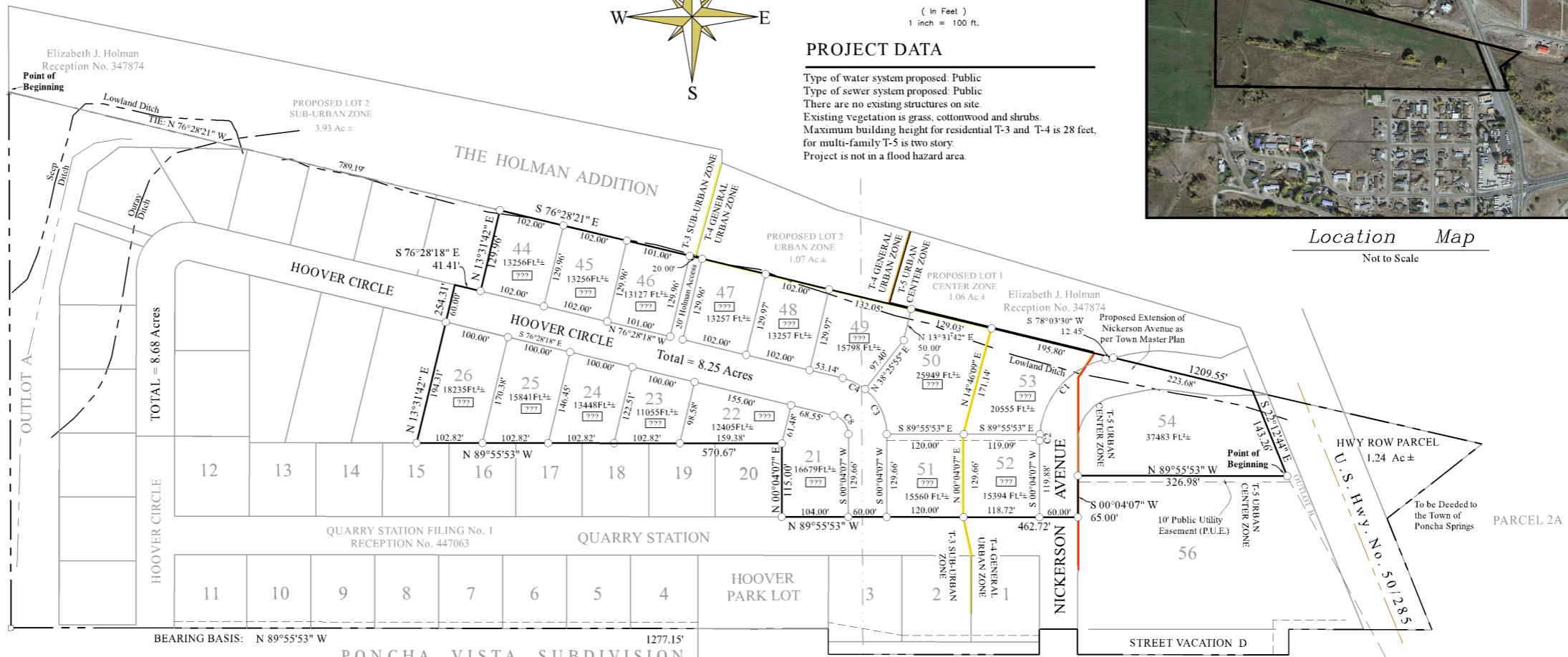
I hereby certify that this instrument was filed in my office at _____ O' Clock, _____ M,

the _____ day of _____, 2020 and is duly recorded under Reception

No. _____, and filed in Plat Cabinet _____, Map No. _____

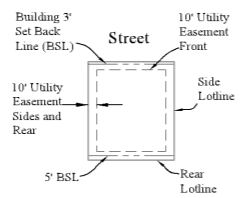
Signed: _____

Recorder

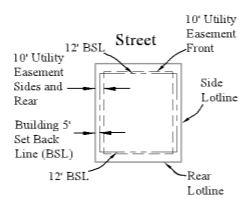


CURVE TABLE

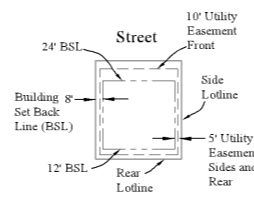
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	167.16'	130.00'	73°40'25"	S 41°13'18" W	155.88'
C2	9.79'	130.00'	4°18'56"	S 02°13'38" W	9.79'
C3	81.11'	90.00'	51°38'13"	N 25°44'59" W	78.39'
C4	39.12'	90.00'	24°54'13"	N 64°01'12" W	38.81'
C5	6.58'	80.00'	4°42'50"	N 78°49'43" W	6.58'
C7	36.11'	20.00'	103°27'35"	N 51°47'55" E	31.40'
C8	40.08'	30.00'	76°32'25"	S 38°12'05" E	37.16'



T5 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
URBAN CENTER ZONE
See Poncha Springs Land Use Code (NO SCALE)



T4 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
GENERAL URBAN ZONE
See Poncha Springs Land Use Code (NO SCALE)



T3 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
SUB-URBAN ZONE
See Poncha Springs Land Use Code (NO SCALE)

SURVEYOR'S STATEMENT

I, Anthony J. Martin, a duly registered land surveyor in the State of Colorado, do hereby state that this plat was prepared from notes of an actual field survey performed by me or under my direct supervision and is true and correct to the best of my belief.

For and on behalf of
Russell Surveyors &
Associates, Inc.

ENGINEER/PLANNER

CRABTREE GROUP, INC 325 D
STREET - P.O. BOX 924
SALIDA, CO 81201
PH: (719) 539-1675
CONTACT: PAUL CRABTREE

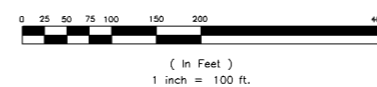
DEVELOPER/APPLICANT

QUARRY STATION, LLC
P.O. BOX 280
9999 PONCHA SPRINGS LANE
PONCHA SPRINGS, CO 81242
PH: (719) 649-0932
CONTACT: DAVID MARTIN

BEARING BASIS

Bearings shown hereon are based on South line of Quarry Station Filing No. 1 Plat, as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, which bears N 89°55'53" W, monumented as shown hereon.

GRAPHIC SCALE



PROJECT DATA

Type of water system proposed: Public
Type of sewer system proposed: Public
There are no existing structures on site.
Existing vegetation is grass, cottonwood and shrubs.
Maximum building height for residential T-3 and T-4 is 28 feet, for multi-family T-5 is two story.
Project is not in a flood hazard area.



Location Map

Not to Scale

QUARRY STATION FILING No. 2
LOCATED IN THE E½NE¼ SEC. 9 AND THE W½NW¼
SEC. 10, T. 49 N., R. 8 E., N.M.P.M., TOWN OF PONCHA
SPRINGS, CHAFFEE COUNTY, COLORADO

RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
website: www.russellsurveyors.com
email: surveyors@bresnan.net
Phone: (719) 587-5630

SURVEYOR NOTES

1. The Highway Right of Way Parcel shown is not a part of this subdivision, rather it is shown to indicate the parcel known as Parcel 2 on the Deed recorded under Reception No. 443079 and is to be deeded to the Town of Poncha Springs and is not subject to any restrictions created by the Covenants for Quarry Station.
2. Ten-foot (10') wide dry utility easements are hereby dedicated on private property adjacent to the front lot lines adjacent to streets of each lot in the subdivision, including tracts, parcels and/or open space areas. These easements are dedicated to the Town of Poncha Springs for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Five-foot (5') wide dry utility easements are hereby dedicated along the sides and rear lot lines of each lot.
3. This survey does not constitute a title search by Russell Surveyors & Associates, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and ownership Russell Surveyors & Associates, Inc. relied upon, unless otherwise noted, information provided by the client. All record easements disclosed in the above referenced information affecting the subject property and, and apparent easements identified during the course of this survey that may affect this property are shown hereon.
4. According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
5. This drawing is the property of the surveyor and is not to be reproduced, modified or used for any other project or extension of this project except by express written consent of the surveyor. The surveyor shall not be liable or held responsible for any claims, liability or costs arising out of any reuse or modification of this drawing by others.

LEGEND

- △ Found a No. 4 Rebar With Plastic Cap, PLS No. 35580
- Found a No. 4 Rebar With 1" Aluminum Cap, PLS No. 16117
- Found a No. 4 Rebar With No Identification
- Found a Colorado Highway Department Right-of-Way Marker
- Set a 24" No. 4 Rebar With Plastic Cap, PLS No. 38317
- Lot Number Filing No. 1
- 47 Lot Number Filing No. 2
- 777 Street Address Filing No. 2
- Quarry Station Remainder Property Boundary
- Filing Two Property Boundary
- Filing Two Lot Line
- Filing One Property Boundary
- Filing One Lot Line
- Adjacent Lot Line
- Section Line
- Overhead Electric Line
- Centerline Existing Irrigation Ditch

SHEET NUMBER
1 of 1

DRAWN: DMR
CHECKED: AJM
DATE: 4/29/2020
DRAWING NAME:
R01997 PONCHA
SPRINGS FILING
No. 2

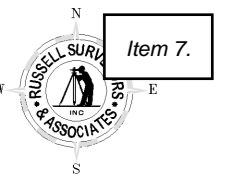
CLIENT:
Quarry Station,
LLC

REVISIONS:

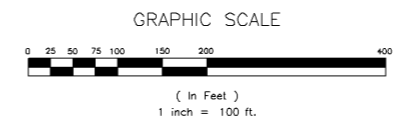
JOB NUMBER
R01997 - 63 -

QUARRY STATION FILING No. 3

LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER (E½NE¼) OF SECTION 9 AND THE WEST HALF OF THE NORTHWEST QUARTER (W½NW¼) OF SECTION 10, TOWNSHIP 49 NORTH, RANGE 8 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF PONCHA SPRINGS, CHAFFEE COUNTY, COLORADO



BEARING BASIS
Bearings shown hereon are based on South line of Quarry Station Filing No. 1 Plat, as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, which bears N 89°55'53" W, monumented as shown hereon.



Location Map
Not to Scale

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned are the owners of that real property located in the East Half of the Northeast Quarter (E½NE¼) of Section 9 and the West Half of the Northwest Quarter (W½NW¼) of Section 10, Township 49 North, Range 8 East of the New Mexico Principal Meridian, in the Town of Poncha Springs, Chaffee County Colorado, more particularly described as follows:

Beginning at the Northeast Corner of the Quarry Station Subdivision, as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, thence S 76°28'21" E with said north line a distance of 789.19 feet to the northeast corner of Lot 44 of Quarry Station Filing No. 2 as filed in the records of the Chaffee County Clerk and Recorder at Reception No. 447063, thence with the east boundary of said Quarry Station Filing No. 3 for the following three (3) courses, 1.) thence S 13°31'42" W a distance of 129.96, 2.) thence N 76°28'18" W a distance of 41.41 feet, 3.) thence S 13°31'42" W a distance of 254.31 feet to a point on the north line of the Quarry Station Filing No. 1, thence with the north boundary of said Quarry Station Filing No. 1 for the following three (3) courses, 1.) N 89°55'53" W a distance of 261.33 feet, 2.) thence N 00°04'07" E a distance of 1000 feet, 3.) thence N 89°55'53" W a distance of 177.00 feet, thence S 00°04'07" W a distance of 300.00 feet to the south line of said Quarry Station Subdivision, thence N 89°55'53" W a distance of 194.97 feet to the southwest corner of said subdivision, thence N 00°14'21" W with the west line of said subdivision a distance of 837.81 feet to the Point of Beginning, containing 8.68 Acres, more or less.

FURTHER THAT the undersigned has caused said property to be surveyed and laid out as Quarry Station Filing No. 2 and do hereby dedicate and set apart all of the streets, alleys, other public ways, places and easements shown on the accompanying plat and dedicate these to the public use forever. Hoover Circle and Nickerson Avenue are 60 foot wide and Holman Access is 20 foot wide and are public streets dedicated to the Town of Poncha Springs. Public Utility Easements as shown on the typical drawings on this plat and as per the Town zoning requirements are also dedicated to the Town of Poncha Springs.

Signed: Daniel M. Russell Member
Signed: David Martin Member
QUARRY STATION, LLC

ACKNOWLEDGEMENT:

STATE OF COLORADO } SS
COUNTY OF CHAFFEE }
The foregoing was acknowledged before me this _____ day of _____, 2020,
by Daniel M. Russell and David Martin as Members of Quarry Station, LLC.

Witness my hand and seal. My commission expires _____
SIGNED: _____
Notary Public

PLANNING & ZONING APPROVAL:

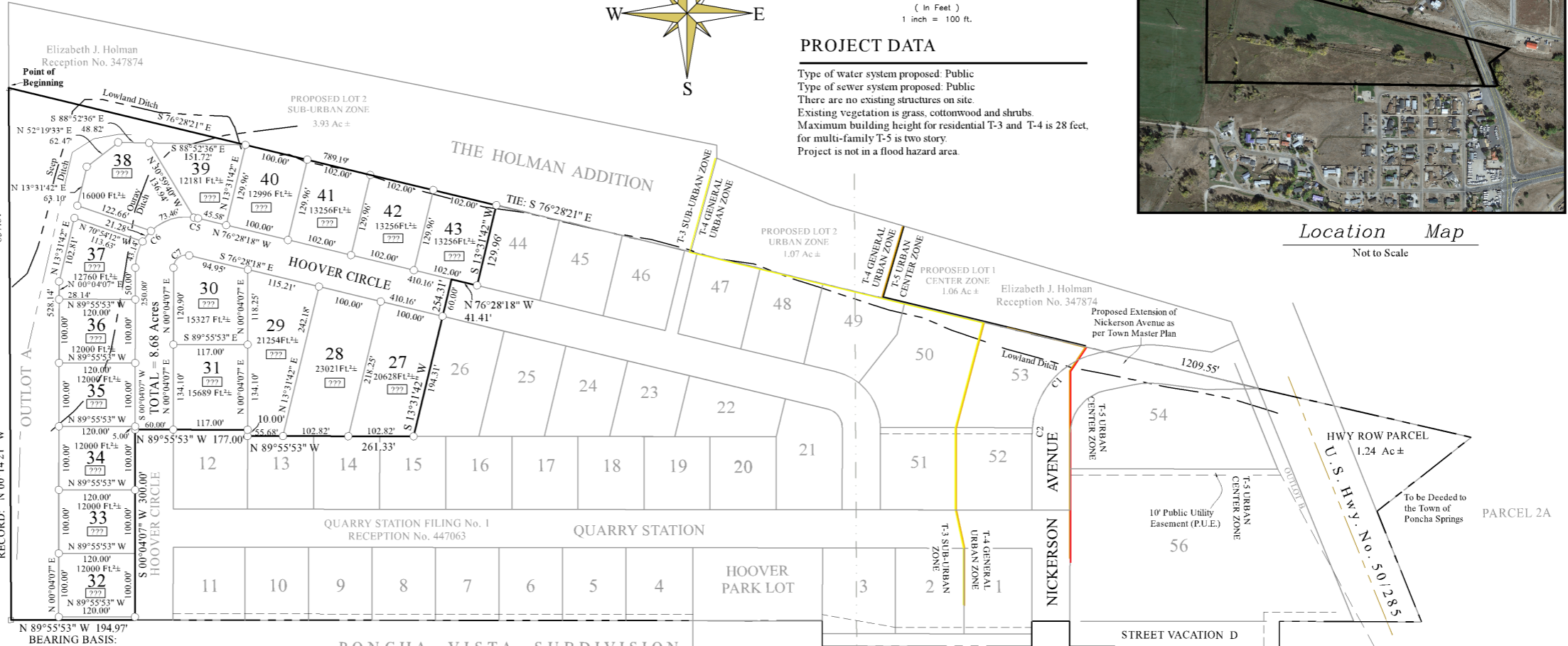
QUARRY STATION, FILING No. 2 IS HEREBY ACCEPTED AND APPROVED BY THE PONCHA SPRINGS PLANNING AND ZONING COMMISSION ON THIS _____ DAY OF _____, 20____, AND THE APPROVAL OF SAME IS RECOMMENDED TO THE TOWN TRUSTEES OF PONCHA SPRINGS, COLORADO
BY: _____
CHAIRMAN OF PLANNING & ZONING
PONCHA SPRINGS, COLORADO

TOWN TRUSTEES APPROVAL:

QUARRY STATION FILING No. 2, AS REPRESENTED BY THIS PLAT, IS HEREBY APPROVED OF AND ACCEPTED BY THE TOWN TRUSTEES OF PONCHA SPRINGS, COLORADO, ON THIS _____ DAY OF _____, 20____
BY: _____ MAYOR
ATTEST: _____ TOWN CLERK
PONCHA SPRINGS, COLORADO

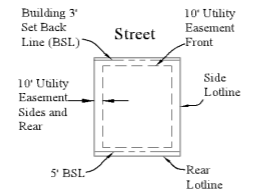
CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } SS
COUNTY OF CHAFFEE }
I hereby certify that this instrument was filed in my office at _____ O' Clock, _____ M,
the _____ day of _____, 2020 and is duly recorded under Reception
No. _____, and filed in Plat Cabinet _____, Map No. _____
Signed: _____
Recorder

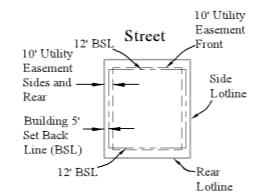


CURVE TABLE

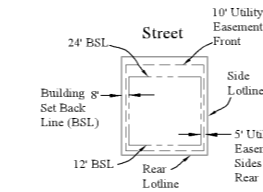
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	167.16'	130.00'	73°40'25"	S 41°13'18" W	155.88'
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T5 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
URBAN CENTER ZONE
See Poncha Springs Land Use Code (NO SCALE)



T4 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
GENERAL URBAN ZONE
See Poncha Springs Land Use Code (NO SCALE)



T3 TYPICAL LOT SETBACKS AND EASEMENTS
Principal Buildings
SUB-URBAN ZONE
See Poncha Springs Land Use Code (NO SCALE)

SURVEYOR'S STATEMENT

I, Anthony J. Martin, a duly registered land surveyor in the State of Colorado, do hereby state that this plat was prepared from notes of an actual field survey performed by me or under my direct supervision and is true and correct to the best of my belief.

For and on behalf of
Russell Surveyors &
Associates, Inc.

ENGINEER/PLANNER

CRABTREE GROUP, INC 325 D
STREET - P.O. BOX 924
SALIDA, CO 81201
PH: (719) 539-1675
CONTACT: PAUL CRABTREE

DEVELOPER/APPLICANT

QUARRY STATION, LLC
P.O. BOX 280
9999 PONCHA SPRINGS LANE
PONCHA SPRINGS, CO 81242
PH: (719) 649-0932
CONTACT: DAVID MARTIN

PROJECT DATA

Type of water system proposed: Public
Type of sewer system proposed: Public
There are no existing structures on site.
Existing vegetation is grass, cottonwood and shrubs.
Maximum building height for residential T-3 and T-4 is 28 feet, for multi-family T-5 is two story.
Project is not in a flood hazard area.

SURVEYOR NOTES

- The Highway Right of Way Parcel shown is not a part of this subdivision, rather it is shown to indicate the parcel known as Parcel 2 on the Deed recorded under Reception No. 443079 and is to be deeded to the Town of Poncha Springs and is not subject to any restrictions created by the Covenants for Quarry Station.
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LEGEND

- △ Found a No. 4 Rebar With Plastic Cap, PLS No. 35580
- Found a No. 4 Rebar With 1" Aluminum Cap, PLS No. 16117
- Found a No. 4 Rebar With No Identification
- Found a Colorado Highway Department Right-of-Way Marker
- Set a 24" No. 4 Rebar With Plastic Cap, PLS No. 38317
- Lot Number Filing No. 1
- 47 Lot Number Filing No. 2
- 777 Street Address Filing No. 2
- Quarry Station Remainder Property Boundary
- Filing Two Property Boundary
- Filing Two Lot Line
- Filing One Property Boundary
- Filing One Lot Line
- Adjacent Lot Line
- Section Line
- Overhead Electric Line
- Centerline Existing Irrigation Ditch

RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
website: www.russellsurveyors.com
email: surveyors@bresnan.net
Phone: (719) 587-5630

QUARRY STATION FILING No. 3
LOCATED IN THE E½NE¼ SEC. 9 AND THE W½NW¼
SEC. 10, T. 49 N., R. 8 E., N.M.P.M., TOWN OF PONCHA
SPRINGS, CHAFFEE COUNTY, COLORADO

SHEET NUMBER
1 of 1

DRAWN: DMR
CHECKED: AJM
DATE: 4/29/2020
DRAWING NAME:
R01997 PONCHA
SPRINGS
FILING No. 3

CLIENT:
Quarry Station,
LLC

REVISIONS:

JOB NUMBER
R01997 - 64 -

QUARRY STATION

CIVIL ENGINEERING PLANS

PONCHA SPRINGS, CO
JULY, 2020



VICINITY MAP



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	CIVIL COVER
2	STREET COVER SHEET
3	TYPICAL STREET SECTIONS
4	DETAILS
5	HOOVER CIRCLE - STA 0+00.00 TO STA 4+00.00
6	HOOVER CIRCLE - STA 5+00.00 TO STA 10+00.00
7	HOOVER CIRCLE - STA 10+00.00 TO STA 15+00.00
8	HOOVER CIRCLE - STA 15+00.00 TO STA 19+59.50
9	QUARRY STATION - STA 30+00.00 TO STA 35+00.00
10	QUARRY STATION - STA 35+00.00 TO STA 40+00.00
11	QUARRY STATION - STA 40+00.00 TO STA 44+15.09
12	NICKERSON AVE - STA 50+00.00 TO STA 54+24.41
13	SEWER COVER SHEET
14	SEWER DETAILS
15	SEWER LINE A - STA 0+00.00 TO STA 4+00.00
16	SEWER LINE A - STA 4+00.00 TO STA 9+00.00
17	SEWER LINE A - STA 9+00.00 TO STA 14+00.00
18	SEWER LINE A - STA 14+00.00 TO STA 19+00.00
19	SEWER LINE A - STA 19+00.00 TO STA 22+26.63
20	SEWER LINE B - STA 0+00.00 TO STA 2+50.00
21	SEWER LINE B - STA 2+50.00 TO STA 7+50.00
22	SEWER LINE B - STA 7+50+00.00 TO STA 12+61.46
23	SEWER LINE C - STA 0+00.00 TO STA 0+69.70
24	SEWER LINE D - STA 0+00.00 TO STA 3+92.13
25	WATER COVER SHEET
26	WATER DETAILS
27	WATER LINE A - STA 0+00.00 TO STA 5+00.00
28	WATER LINE A - STA 5+00.00 TO STA 9+50.00
29	WATER LINE A - STA 9+50.00 TO STA 15+00.00
30	WATER LINE A - STA 15+00.00 TO STA 19+52.75
31	WATER LINE B - STA 0+00.00 TO STA 4+00.00
32	WATER LINE B - STA 4+00.00 TO STA 9+50.00
33	WATER LINE B - STA 9+50.00 TO STA 14+15.09
34	WATER LINE C - STA 0+00.00 TO STA 3+92.18

GENERAL NOTES:

- ANY CHANGES FROM THE PLAN, STANDARD NOTES, STANDARD DESIGNS, OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE CITY ENGINEER. INSTALLATIONS NOT CONFORMING TO THE ABOVE SHALL BE REMOVED AND REPLACED AND/OR CORRECTED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE SUBMITTALS FOR ALL MATERIALS A MINIMUM OF 1 WEEK PRIOR TO START OF CONSTRUCTION FOR REVIEW AND APPROVAL BY THE ENGINEER. ANY MATERIALS NOT RECEIVING APPROVAL PRIOR TO INSTALLATION MAY BE DISALLOWED FOR PAYMENT AND/OR BE REQUIRED TO BE REMOVED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE CONSTRUCTION STAKING FOR ALL ALIGNMENTS AND GRADES BY A LICENSED SURVEYOR. CONSTRUCTION SURVEYING AND FIELD STAKES SHALL UTILIZE THE SAME HORIZONTAL AND VERTICAL DATUMS AND BASIS OF BEARING AS THE DESIGN.
- THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN HEREON OR NOT, AND PROTECT FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING BUT NOT LIMITED TO:
 - OSHA REGULATIONS
 - NPDES STORMWATER REGULATIONS
 - LOCAL, STATE, AND FEDERAL PERMITS
 - CLEAN WATER ACT
- THE CONTRACTOR SHALL WARRANT ALL WORK FOR A PERIOD OF ONE YEAR COMMENCING FROM THE TIME OF SUBSTANTIAL COMPLETION AS DEFINED BY THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF ALL FAILURES DETERMINED BY THE ENGINEER TO BE CAUSED BY MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD.
- THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS ON THE JOB SITE AT ALL TIMES AND PROVIDE SUBCONTRACTORS WITH A SET OF PLANS. THE CONTRACTOR SHALL MAINTAIN A RED-LINED SET OF PLANS, INDICATING ALL CONSTRUCTION CHANGES, AND KEEP IT UP TO DATE AT ALL TIMES. INCOMPLETE REDLINES SHALL BE SUFFICIENT CAUSE FOR REJECTION OF PAYMENT APPLICATIONS. A COMPLETED RED LINE SET SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FINAL PAYMENT.
- ALL CONSTRUCTION SHALL COMPLY WITH THE CONSTRUCTION CONTRACT, THESE PLANS, PONCHA SPRINGS CONSTRUCTION STANDARDS, AND THE "CITY OF SALIDA CONSTRUCTION STANDARDS AND SPECIFICATIONS" (SEWER WORK ONLY) IN FORCE AT THE TIME OF THE BID AWARD. IN CASE OF CONFLICT THE FIRST LISTED IN THE ORDER SHALL RULE.
- RETESTING REQUIRED DUE TO FAILED MATERIAL TESTS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL PROVIDE PRIVATE RESIDENCES NOTICE A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK THAT WILL IMPACT ACCESS OR SERVICES TO THEIR PROPERTIES.
- CONTRACTOR SHALL PROVIDE THE CITY OF SALIDA AND TOWN OF PONCHA SPRINGS PUBLIC WORKS DEPARTMENTS NOTICE A MINIMUM OF 7 DAYS PRIOR TO COMMENCING WORK THAT WILL IMPACT PUBLIC ACCESS OR SERVICES.
- THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE.
- THE CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENT TO UTILIZE PROPERTIES FOR STAGING OR STORAGE OF MATERIALS. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MINIMIZE ANY NUISANCE CONDITIONS ARISING FROM THEIR STAGING AND MATERIAL STORAGE AREAS.
- THE CONTRACTOR SHALL COORDINATE WITH THE TOWN OF PONCHA SPRINGS PUBLIC WORKS DEPARTMENT TO ARRANGE FOR ANY CONSTRUCTION WATER NEEDED PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE TOWN, WHICH MUST BE APPROVED PRIOR TO COMMENCING WITH THE WORK.
- THE CONTRACTOR SHALL SCHEDULE THE WORK TO MINIMIZE THE DISTURBANCE OF MAIL DELIVERY TO ALL AFFECTED ADDRESSES. WHEN NECESSARY, CONTRACTOR SHALL NOTIFY EXISTING RESIDENCES OF IMPENDING DISTURBANCE A MINIMUM OF ONE WEEK PRIOR TO REMOVING/OBSTRUCTING MAILBOXES.
- THE CONTRACTOR IS RESPONSIBLE FOR REPLACING OR REPAIRING ANY DAMAGE TO PRIVATE PROPERTY IMPROVEMENTS AND FOR FINAL CLEAN UP AND STREET SWEEPING OF THE JOB SITE.

LEGEND

	EDGE OF NEW ROADWAY
	EDGE OF EXISTING ROADWAY
	EXISTING RIGHT-OF-WAY
	NEW ROAD CENTERLINE
	EXISTING ROAD CENTERLINE
	EXISTING LOT/PROPERTY LINE
	NEW DITCH/SWALE
	EXISTING FENCE LINE
	EXISTING SEWER MAIN
	NEW WATER MAIN (SIZE PER PLAN)
	EXISTING OVERHEAD ELECTRIC/TELEPHONE LINE
	EXISTING WATER MAIN
	EXISTING UNDERGROUND TELEPHONE/ELECTRIC LINE
	EXISTING UNDERGROUND GAS LINE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	NEW RIBBON GUTTER
	LIMITS OF ASPHALT/CONCRETE PATCHING (AS NOTED ON PLAN)
	EXISTING CURB & GUTTER
	EXISTING VERTICAL CURB
	NEW/EXISTING UTILITY POLE
	NEW/EXISTING STREET LIGHT
	NEW/EXISTING TRAFFIC SIGN
	NEW/EXISTING HANDICAP PAVEMENT MARKING
	NEW/EXISTING GRADIENT
	NEW/EXISTING SPOT ELEVATION
	NEW/EXISTING FIRE HYDRANT ASSEMBLY
	NEW/EXISTING "TEE" (SIZE PER PLAN)
	NEW/EXISTING VALVE (SIZE PER PLAN)
	NEW/EXISTING SEWER MANHOLE
	NEW/EXISTING SEWER SERVICE LINE
	CONSTRUCTION NOTE CALL-OUT
	CURVE DATA CALL-OUT
	LINE DATA CALL-OUT
	BEGIN CURVE
	BEGIN CURB RETURN
	CENTERLINE
	CUBIC YARDS
	END CURVE
	EXISTING GROUND
	EXISTING
	FINISHED GROUND
	FLOWLINE
	FINISHED SURFACE
	GRADE BREAK
	LINEAR FEET
	LOW POINT
	RIGHT-OF-WAY
	SQUARE FEET
	STANDARD
	TOP OF CURB
	TOP OF MANHOLE
	TOP OF WALK
	TYPICAL

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF QUARRY STATION PHASE NO. 1 PLAT BEARS N 89°11'20" W, MONUMENTED AS SHOWN ON SAID PLAT. COORDINATE SYSTEM IS BASED ON NORTHEAST CORNER OF EXISTING HOOVER PARK HAVING NORTING 1249397.66 AND EASTING 2833985.95.

OWNER: QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PH: 719-539-2196
CONTACT: DAVID MARTIN

SURVEYOR: RUSSELL SURVEYORS & ASSOCIATES, INC.
6802 CO-17
ALAMOSA, CO 81101
PH: (719) 587-3630
CONTACT: DAN RUSSELL

ISSUED FOR REVIEW 7/3/20

BEFORE YOU DIG, CALL: 811

IT'S THE LAW! CALL AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

UTILITY NOTIFICATION CENTER OF COLORADO

FOR WATER OR SEWER EMERGENCIES, WATER LEAKS, OR DAMAGED PIPELINES, THE CONTRACTOR SHALL CALL:

PONCHA SPRINGS PUBLIC WORKS - (719) 207-2598
SALIDA PUBLIC WORKS (SEWER) - (719) 539-6257

PRIVATE ENGINEER'S NOTES TO CONTRACTOR

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PREPARED FOR:
QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE BY MARK ENGINEER

TOWN OF PONCHA SPRINGS	
DESIGNED BY	WBH
APPROVED BY:	
DRAWN BY	WBH
CHECKED BY	TLV
SCALE	NONE
BENCHMARK:	PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE	JUL. 2020
APPR. DATE	
REVISION AGENCY	

QUARRY STATION
PONCHA SPRINGS, CO

CIVIL ENGINEERING PLANS

CIVIL COVER SHEET

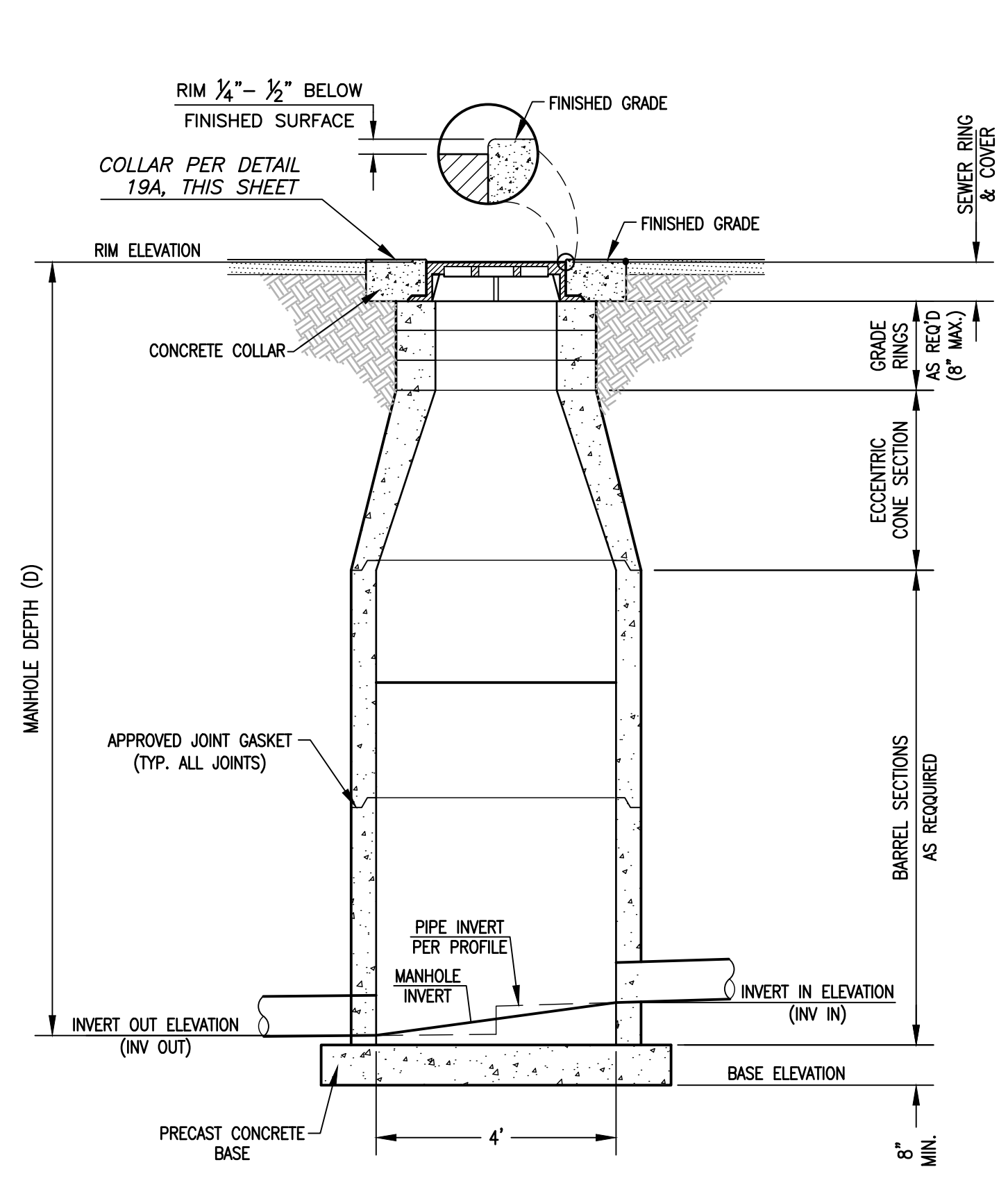
CIVIL COVER

SHEET NO.
1

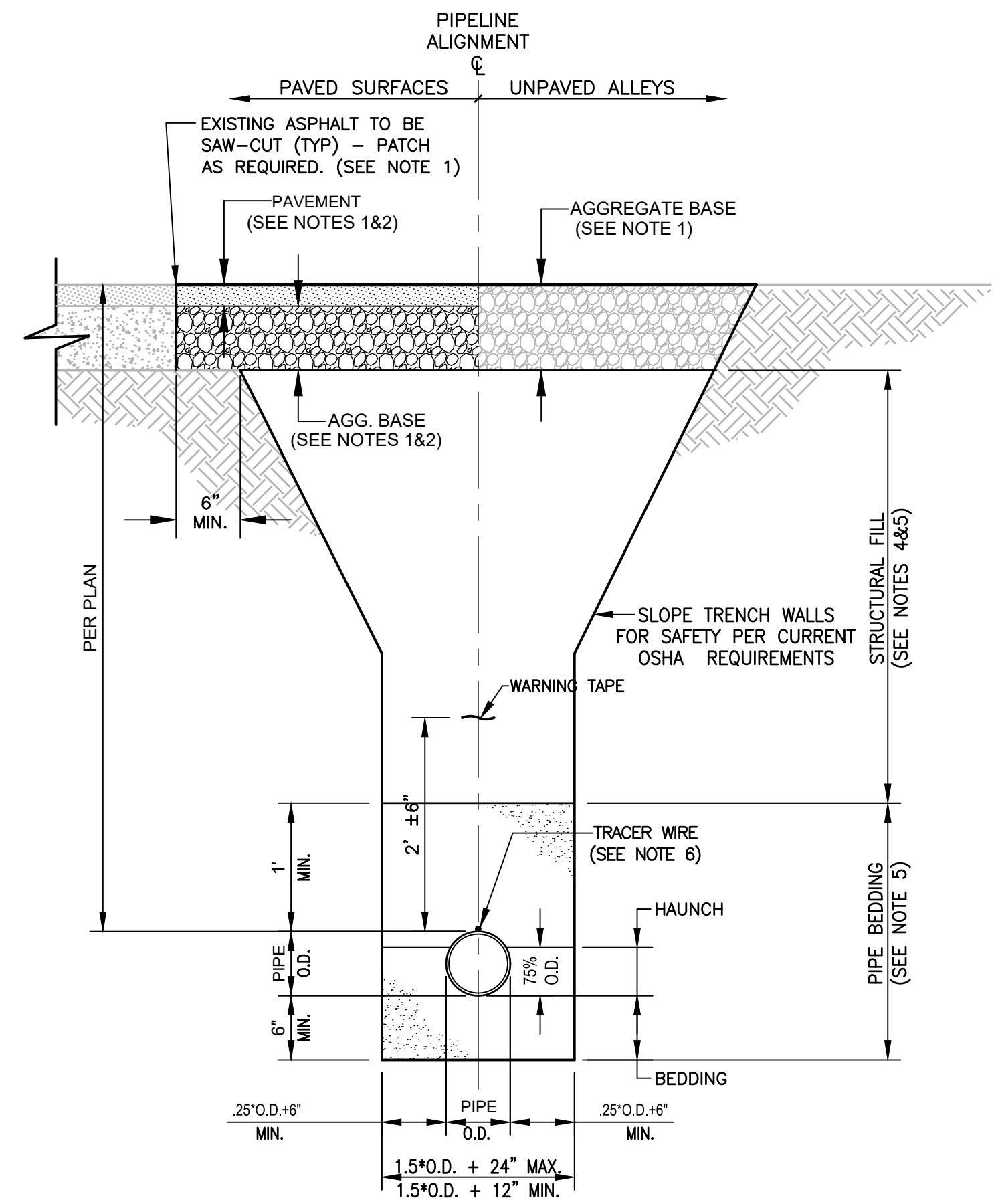
OF 40 SHEETS.

PROJECT NO.
18010

QUARRY STATION - CIVIL COVER SHEET

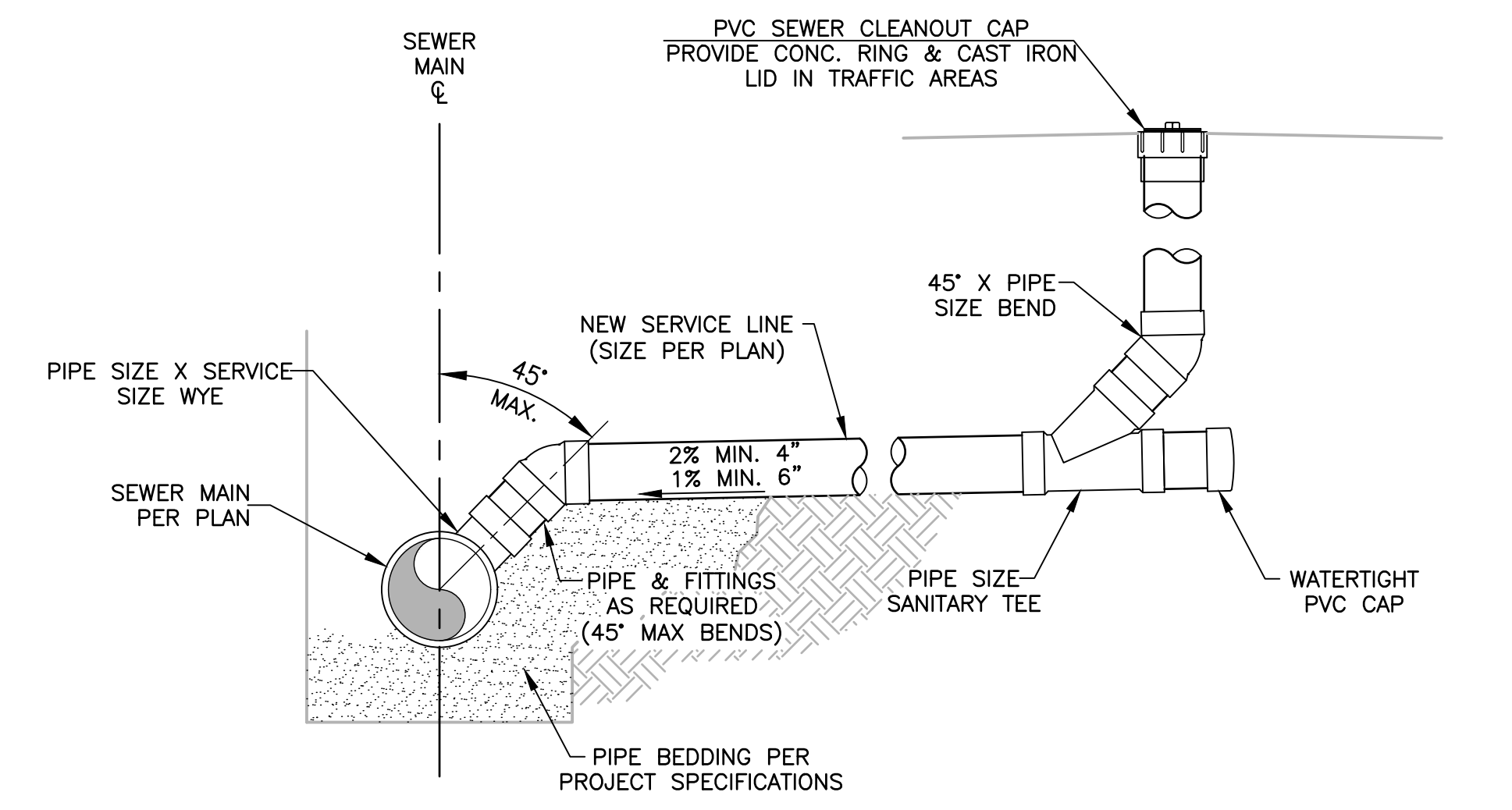


DETAIL
19 SEWER MANHOLE
(NO SCALE)

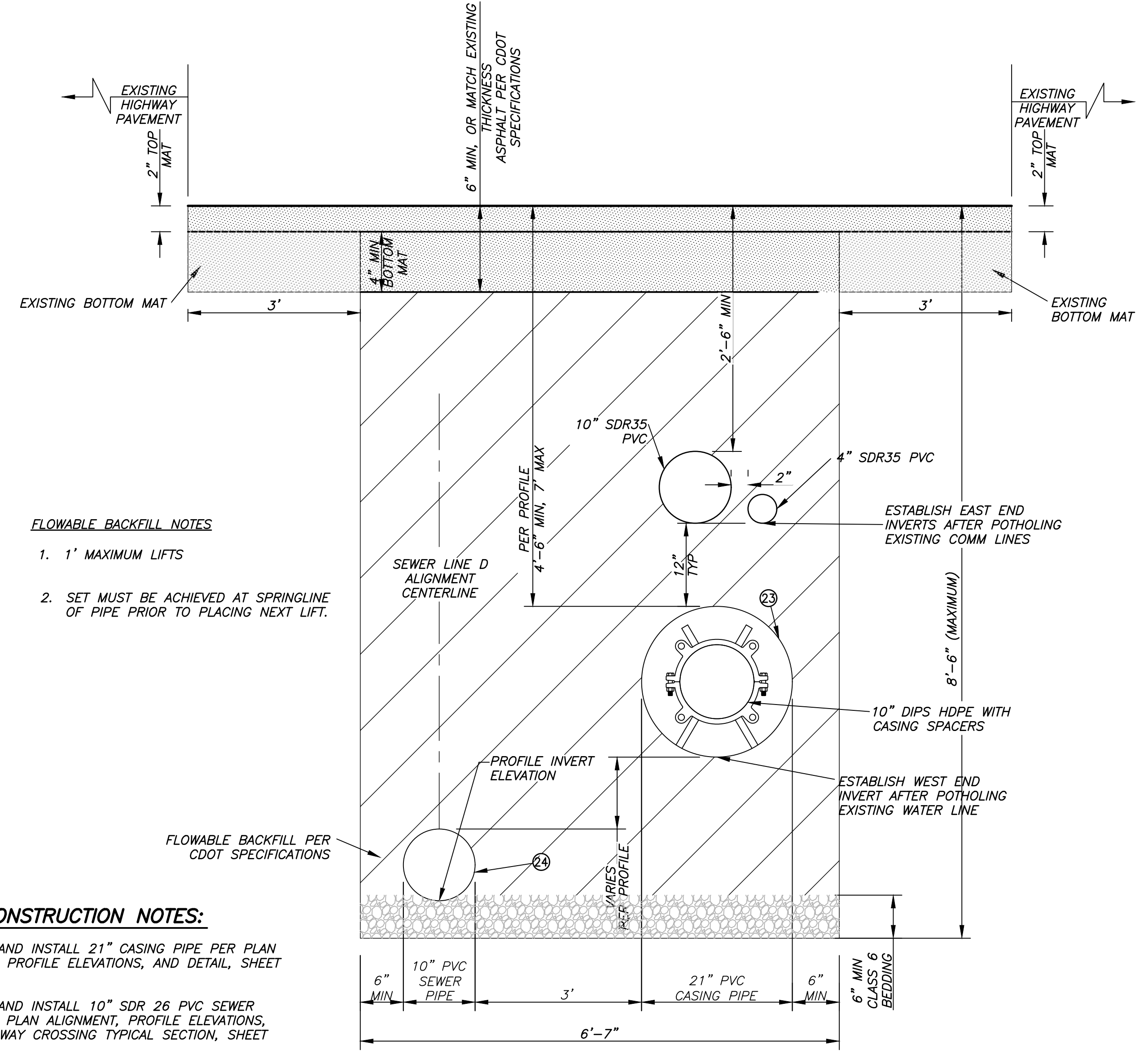


TYPICAL SECTION
TRENCH DETAIL
(NO SCALE)

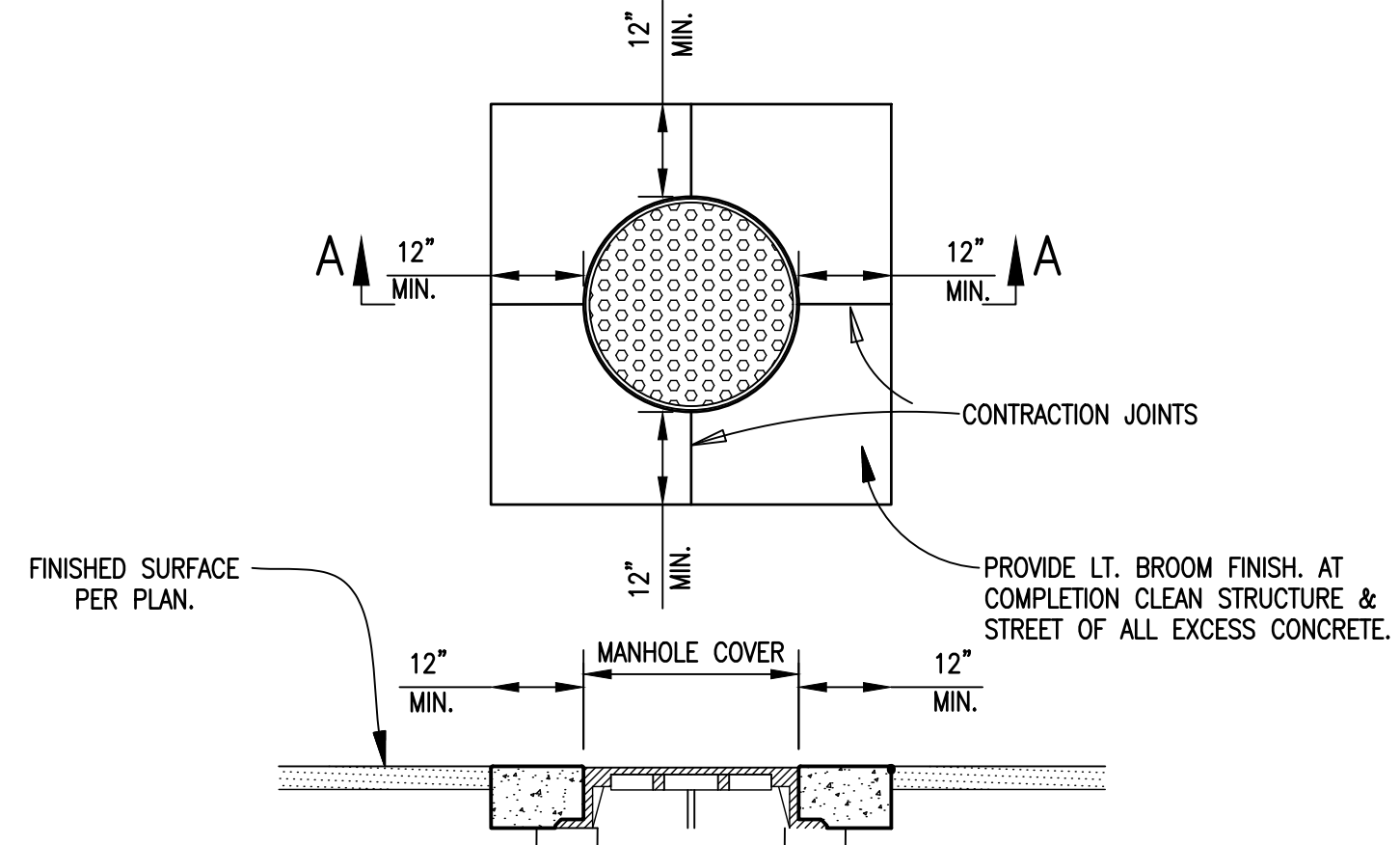
- TRENCH SECTION NOTES:
1. ASPHALT AND ALLEY PATCHES SHALL COMPLY WITH THE APPROPRIATE TOWN OF PONCHA SPRINGS STANDARDS.
 2. NEW ASPHALT OR ASPHALT OVERLAY SHALL COMPLY WITH THE PROJECT SPECIFIC STANDARDS PROVIDED IN STREET NOTES.
 3. PIPE BEDDING SHALL BE 3/4\"/>



DETAIL
21/22 SEWER SERVICE TAP
(NO SCALE)



TYPICAL SECTION
HIGHWAY CROSSING
(NO SCALE)



SECTION A-A
19A MANHOLE CONCRETE COLLAR
(NO SCALE)

SEWER DEMAND
SOURCE: COLORADO DESIGN CRITERIA FOR DOMESTIC WASTEWATER TREATMENT WORKS, SECTION 3.2.2

SEWER DEMAND TABLE - PHASE 1				SEWER DEMAND TABLE - AT BUILDOUT					
USE	UNITS	UNIT DEMAND*	# OF UNITS	TOTAL DEMAND	USE	UNITS	UNIT DEMAND*	# OF UNITS	TOTAL DEMAND
Single-Family	Unit	180 gpd	20	3,600 gpd	Single-Family	Unit	180 gpd	54	9,720 gpd
Multi-Family	Unit	165 gpd	0	0	Multi-Family	Unit	165 gpd	30	4,950 gpd
Commercial	Acres	1500 gpd	0	0	Commercial	Acres	1500 gpd	0.95	1,425 gpd
Commercial - Specific	Enter Units	Enter Demand	0	0	Commercial - Specific	Enter Units	Enter Demand	0	0
Industrial	Acres	2000 gpd	0	0	Industrial	Acres	2000 gpd	0	0
Industrial - Specific	Enter Units	Enter Demand	0	0	Industrial - Specific	Enter Units	Enter Demand	0	0
Subdivision Total				3,600 gpd	Subdivision Total				16,095 gpd

NOTE: LOT 56 NOT INCLUDED IN PHASE 1 SEWER DEMAND TABLE.

- FLOWABLE BACKFILL NOTES
1. 1' MAXIMUM LIFTS
 2. SET MUST BE ACHIEVED AT SPRINGLINE OF PIPE PRIOR TO PLACING NEXT LIFT.

- CONSTRUCTION NOTES:
- 23 FURNISH AND INSTALL 21" CASING PIPE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL, SHEET 14.
 - 24 FURNISH AND INSTALL 10" SDR 26 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND HIGHWAY CROSSING TYPICAL SECTION, SHEET 14.

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:
 CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93029 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

REVISIONS

APPR.	DATE	REVISION AGENCY

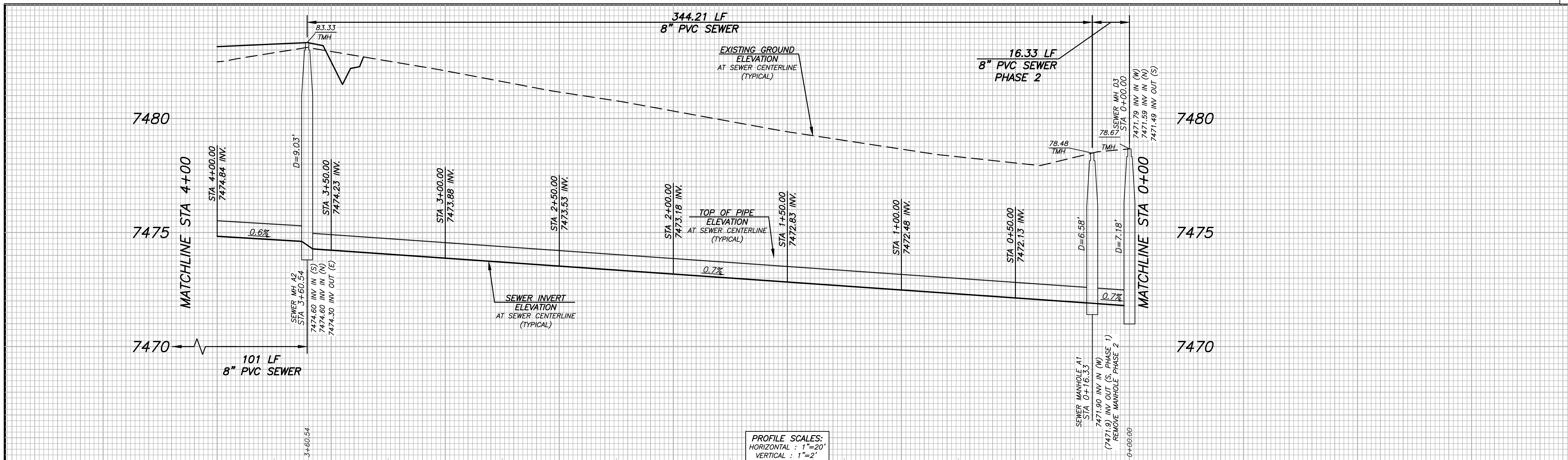
TOWN OF PONCHA SPRINGS

DESIGNED BY WBH APPROVED BY: _____
DRAWN BY WBH
CHECKED BY TLV AGENCY HEAD DATE _____
SCALE NONE BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE JUL. 2020

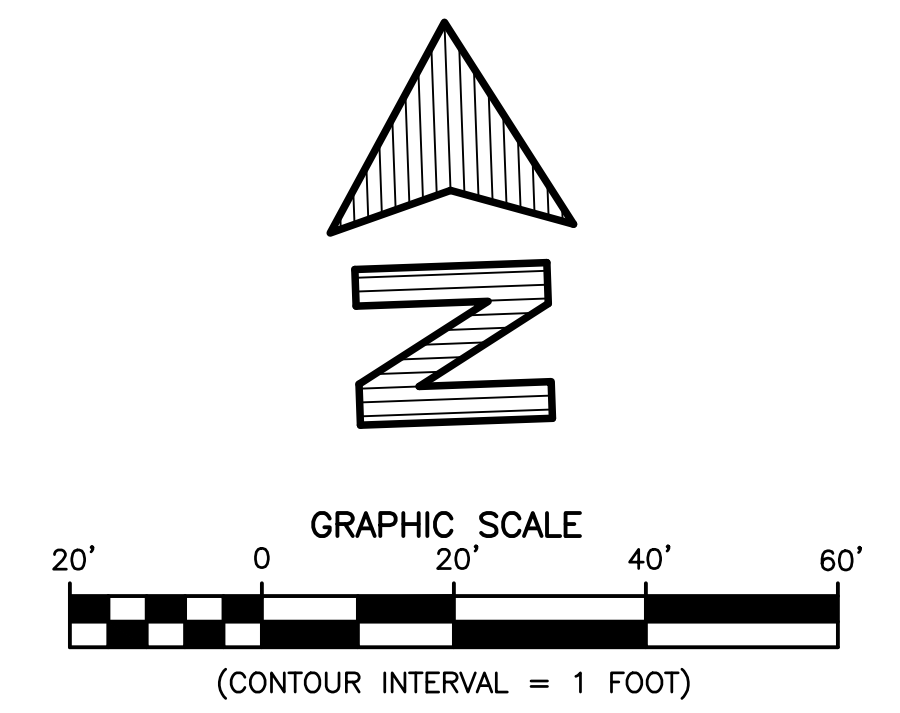
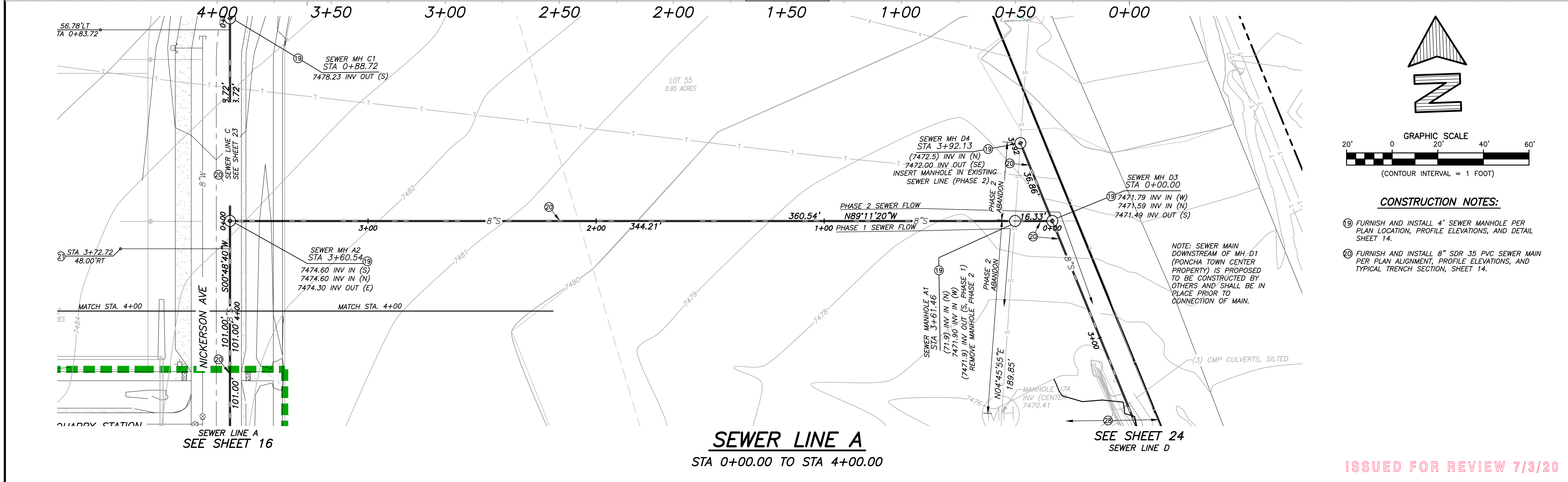
QUARRY STATION
PONCHA SPRINGS, CO
SEWER PLANS
SEWER DETAILS
SEWER DETAILS

SHEET NO.
14
OF 40 SHTS.
PROJECT NO.
18010

ISSUED FOR REVIEW 7/3/20



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



CONSTRUCTION NOTES:

- 19 FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- 20 FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.

NOTE: SEWER MAIN DOWNSTREAM OF MH D1 (PONCHA TOWN CENTER PROPERTY) IS PROPOSED TO BE CONSTRUCTED BY OTHERS AND SHALL BE IN PLACE PRIOR TO CONNECTION OF MAIN.

SEWER LINE A
 STA 0+00.00 TO STA 4+00.00

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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 PO BOX 177
 SALIDA, CO 81201
 PHONE: 719-539-2196

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328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

TOWN OF PONCHA SPRINGS	
DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	
CHECKED BY TLV	AGENCY HEAD DATE
SCALE 1"=20'	BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE JUL. 2020	

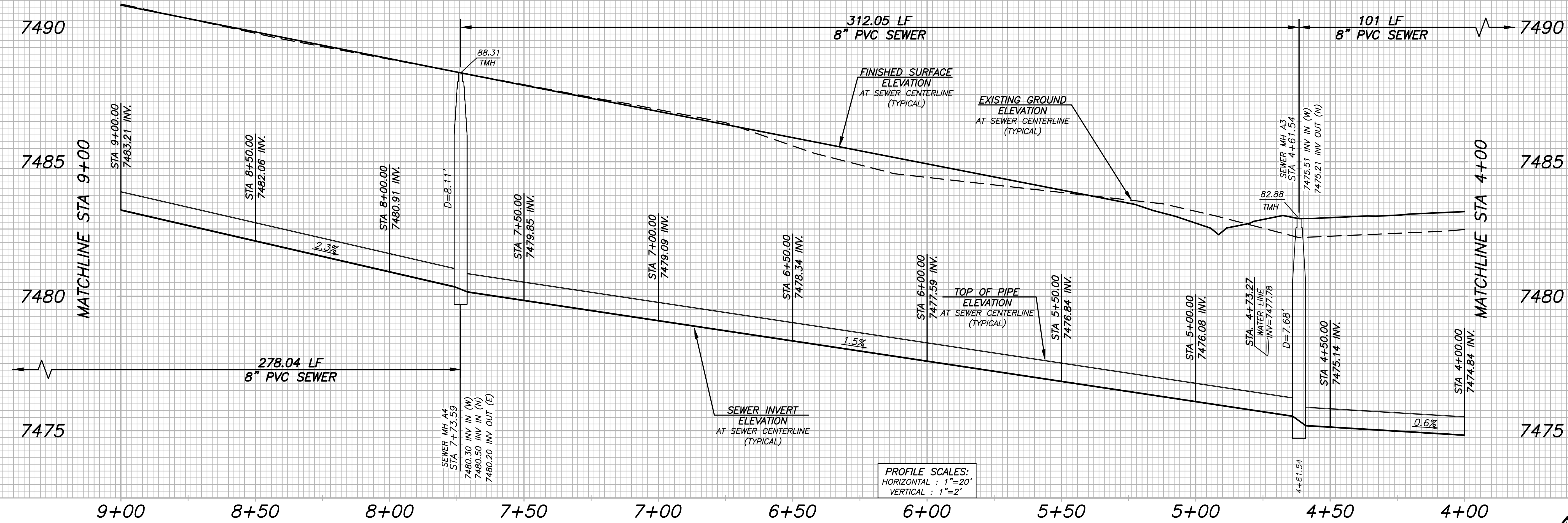
QUARRY STATION
 PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

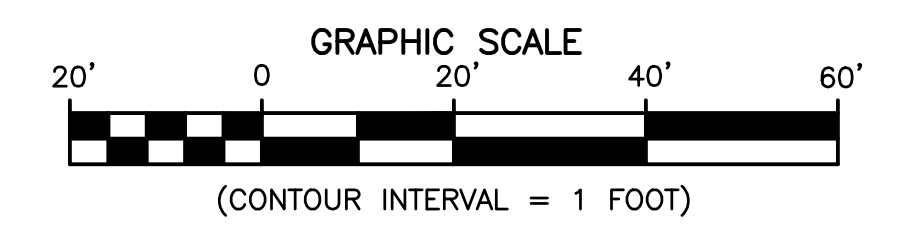
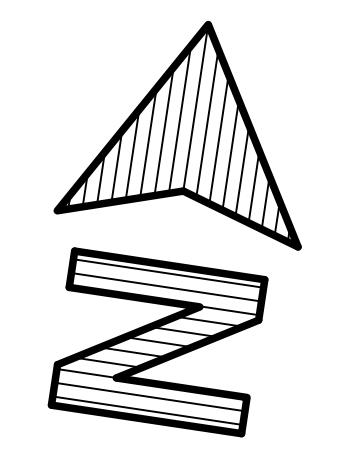
SEWER LINE A
 STA 0+00.00 TO STA 4+00.00

SHEET NO.
 15
 OF 40 SHEETS.
PROJECT NO.
 18010

ISSUED FOR REVIEW 7/3/20

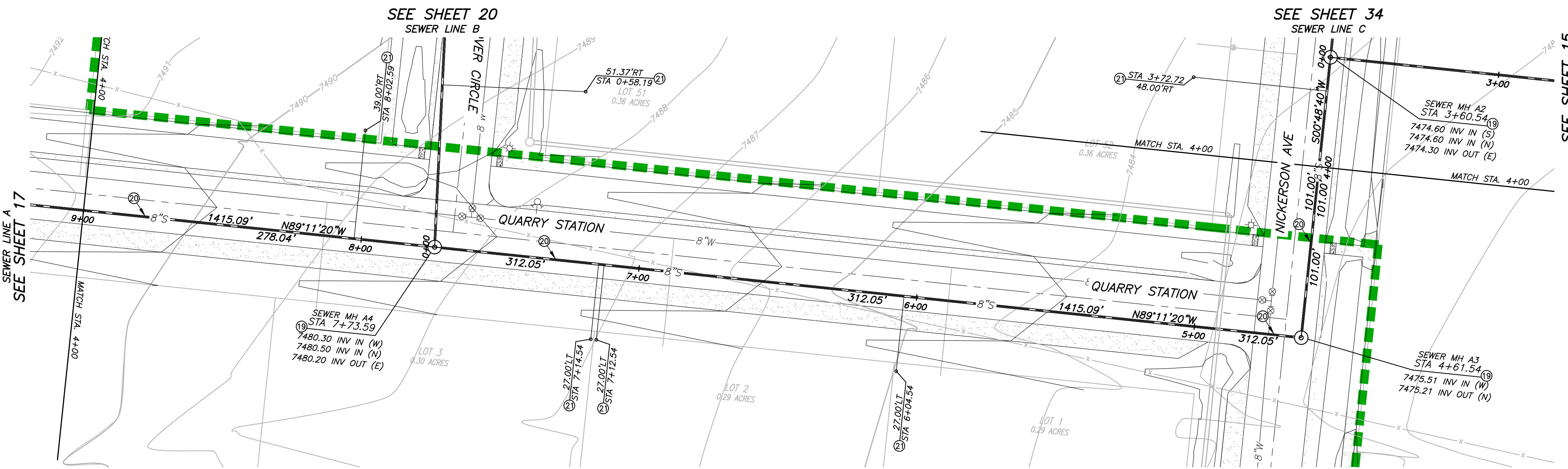


PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'



CONSTRUCTION NOTES:

- ⑬ FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- ⑭ FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- ⑮ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.



SEWER LINE A
STA 4+00.00 TO STA 9+00.00

ISSUED FOR REVIEW 7/3/20

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328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93029 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

TOWN OF PONCHA SPRINGS			
DESIGNED BY	WBH	APPROVED BY:	
DRAWN BY	WBH	AGENCY HEAD	DATE
CHECKED BY	TLV		
SCALE	1"=20'	BENCHMARK:	PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE	JUL. 2020		

QUARRY STATION
PONCHA SPRINGS, CO

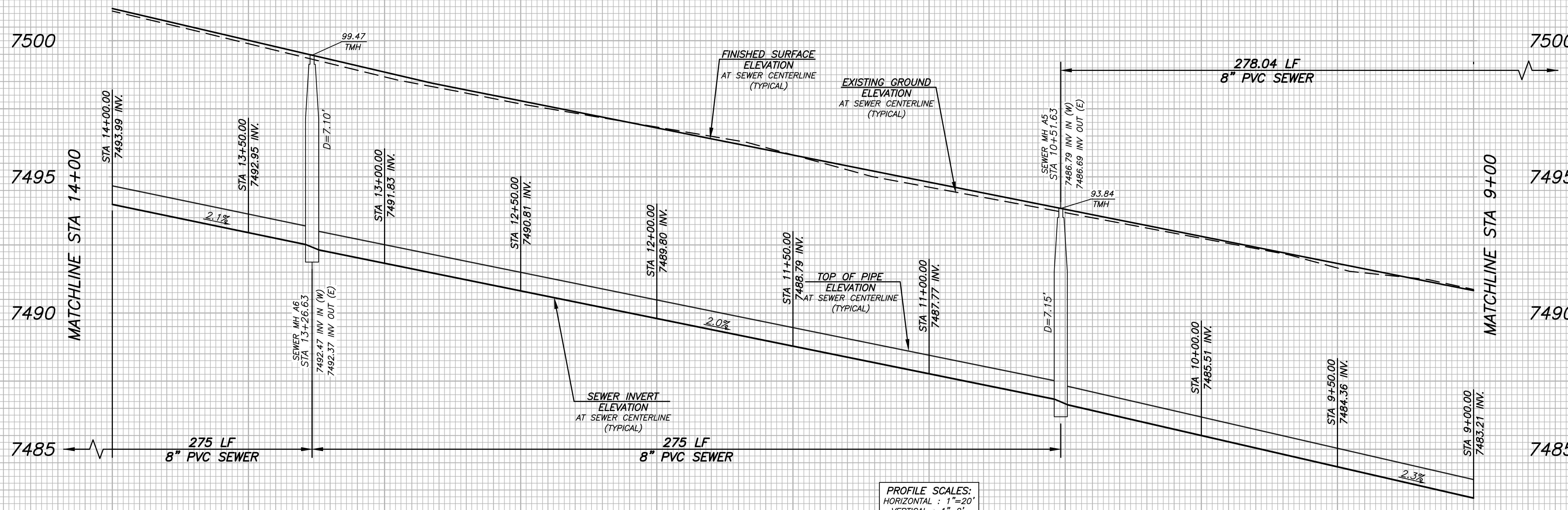
SEWER PLAN AND PROFILE

SEWER LINE A
STA 4+00.00 TO STA 9+00.00

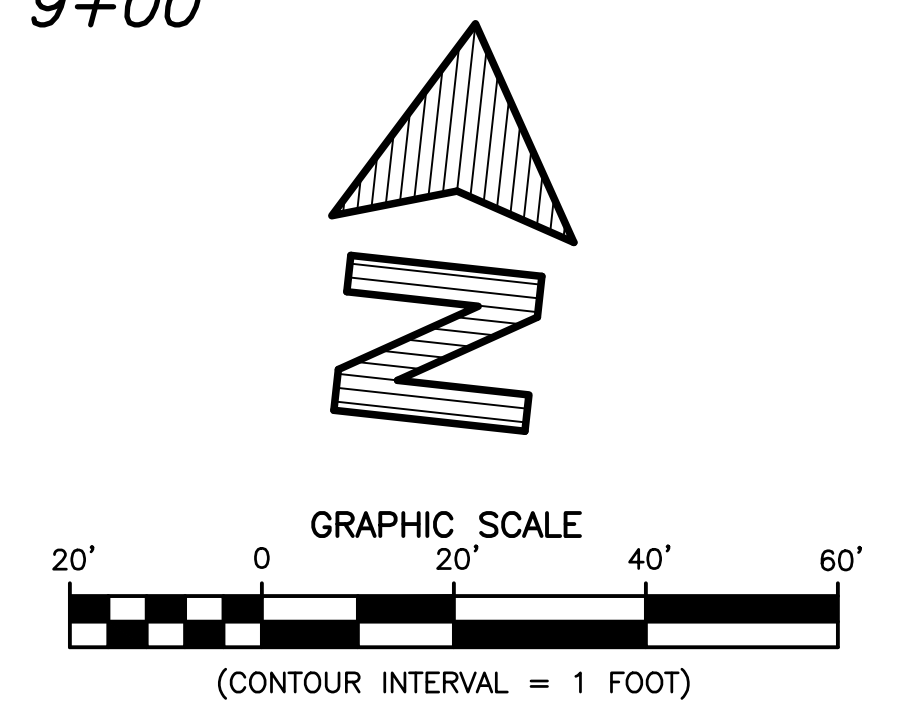
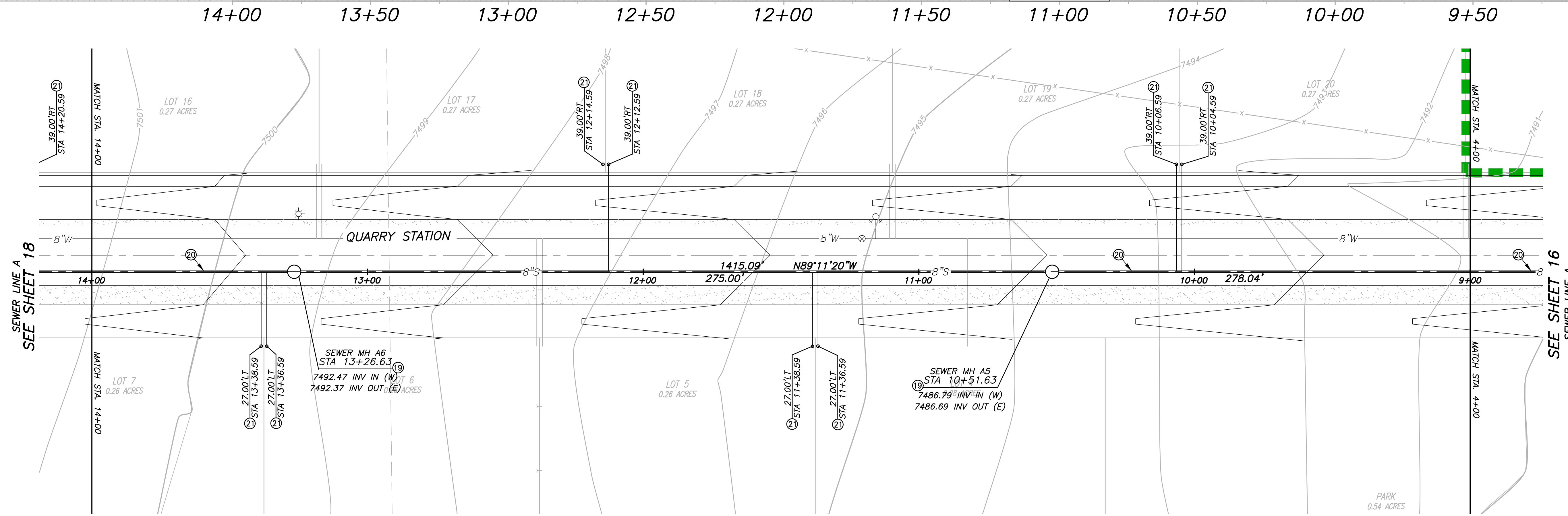
SHEET NO.
16

OF 40 SHTS.

PROJECT NO.
18010



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



- CONSTRUCTION NOTES:**
- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
 - ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
 - ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.

SEWER LINE A
 STA 9+00.00 TO STA 14+00.00

ISSUED FOR REVIEW 7/3/20

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SEAL

DATE	BY	MARK	ENGINEER

REVISIONS

DATE	BY	MARK	ENGINEER	APPR.	DATE	REVISION AGENCY

TOWN OF PONCHA SPRINGS

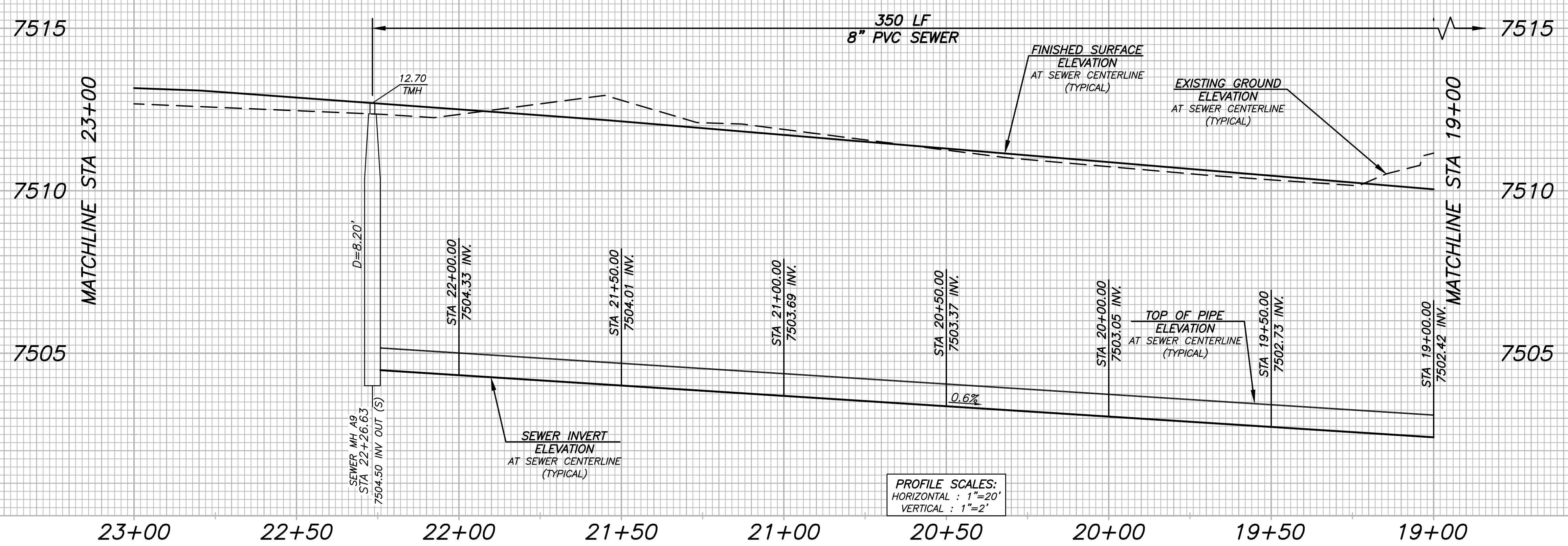
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SCALE 1"=20'	BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
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QUARRY STATION
 PONCHA SPRINGS, CO

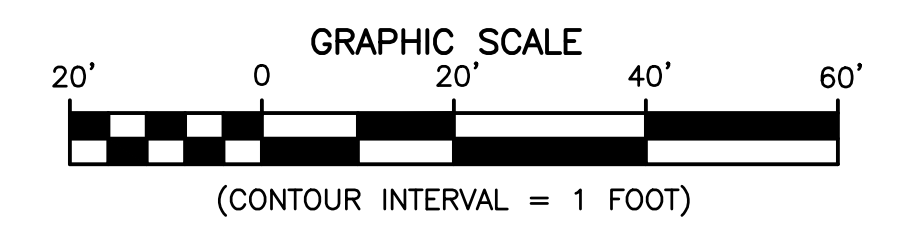
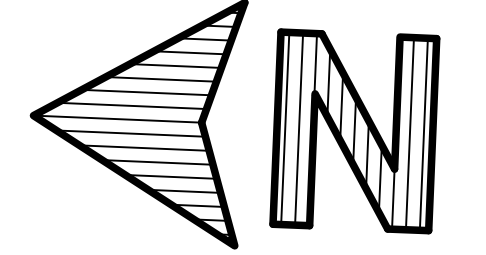
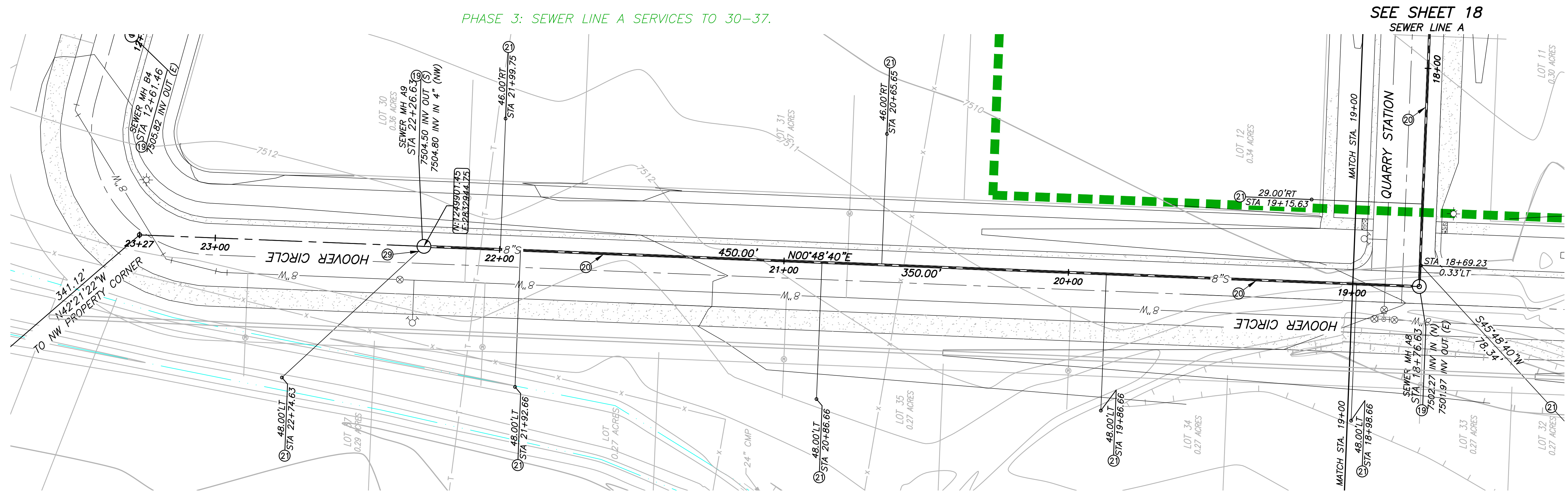
SEWER PLAN AND PROFILE

SEWER LINE A
 STA 9+00.00 TO STA 14+00.00

SHEET NO.
 17
OF 40 SHTS.
PROJECT NO.
 18010



PHASE 3: SEWER LINE A SERVICES TO 30-37.



CONSTRUCTION NOTES:

- 19 FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- 20 FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- 21 FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.
- 22 CORE EXISTING MANHOLE FOR NEW 4" SERVICE LINE.

ISSUED FOR REVIEW 7/3/20

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF:
DATE

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC.
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

TOWN OF PONCHA SPRINGS

DESIGNED BY **WBH** APPROVED BY:

DRAWN BY **WBH**

CHECKED BY **TLV** AGENCY HEAD DATE

SCALE 1"=20'

DATE **JUL. 2020**

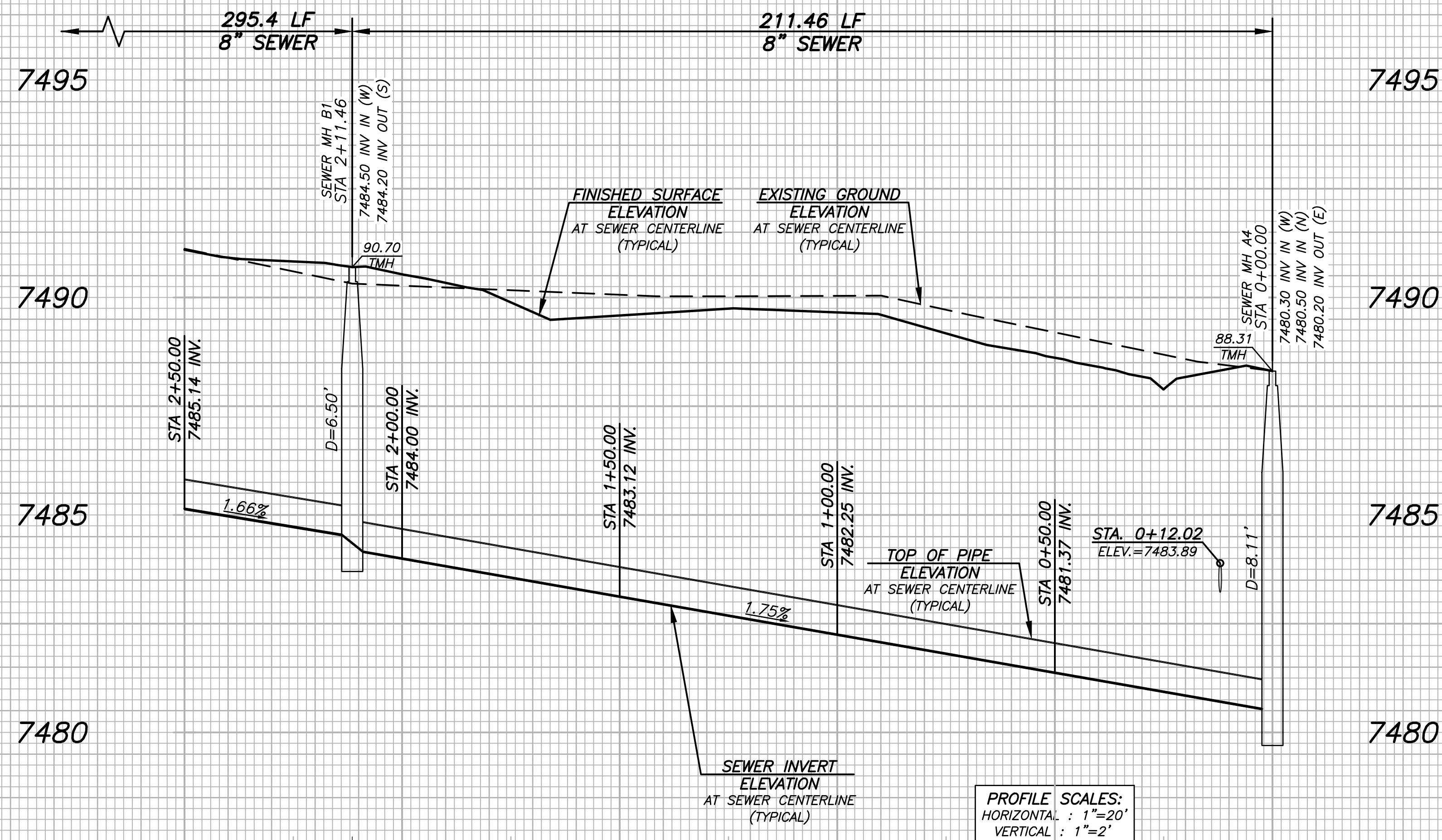
BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.

QUARRY STATION
PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

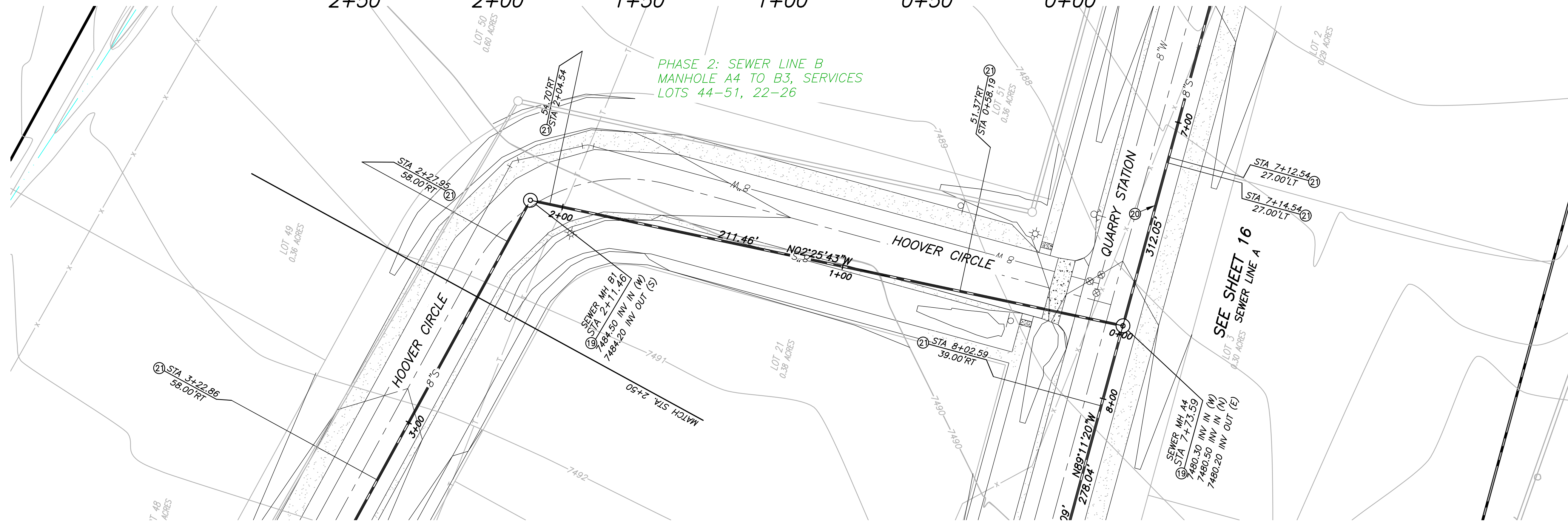
SEWER LINE A
STA 19+00.00 TO STA 23+00.00

SHEET NO.
19
OF 40 SHTS.
PROJECT NO.
18010

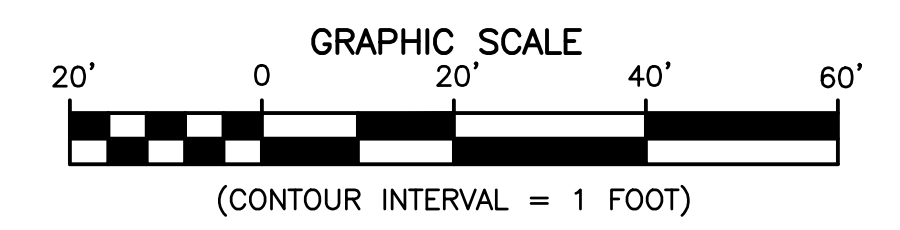
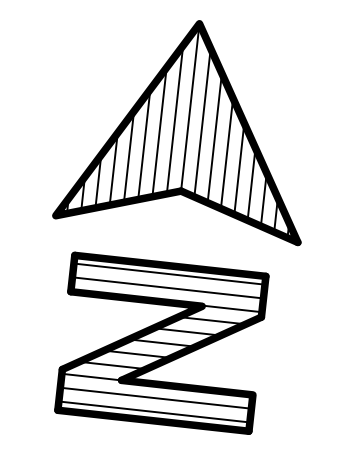


PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'

2+50 2+00 1+50 1+00 0+50 0+00



SEWER LINE B
STA 0+0.00 TO STA 2+50.00



CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- ② FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET 918 CUYAMA ROAD
SALIDA, CO 81201 OJAI, CA 93023
PH: 719-539-1875 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS	APPR.	DATE

TOWN OF PONCHA SPRINGS	
DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	AGENCY HEAD _____ DATE _____
CHECKED BY TLV	
SCALE 1"=20'	BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE JUL. 2020	

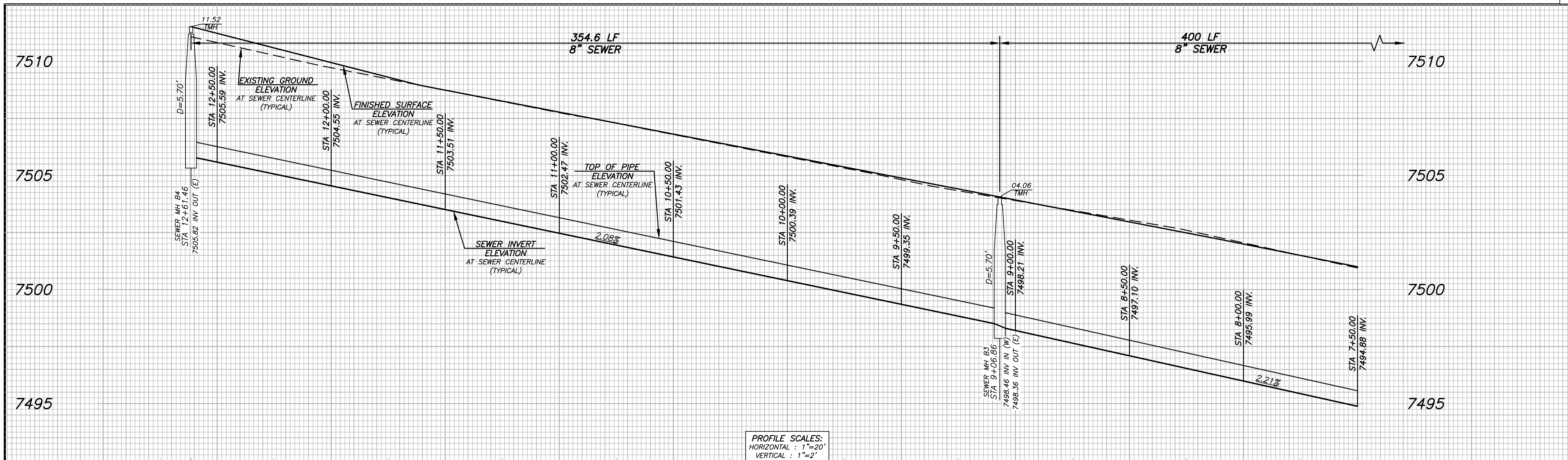
QUARRY STATION
PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

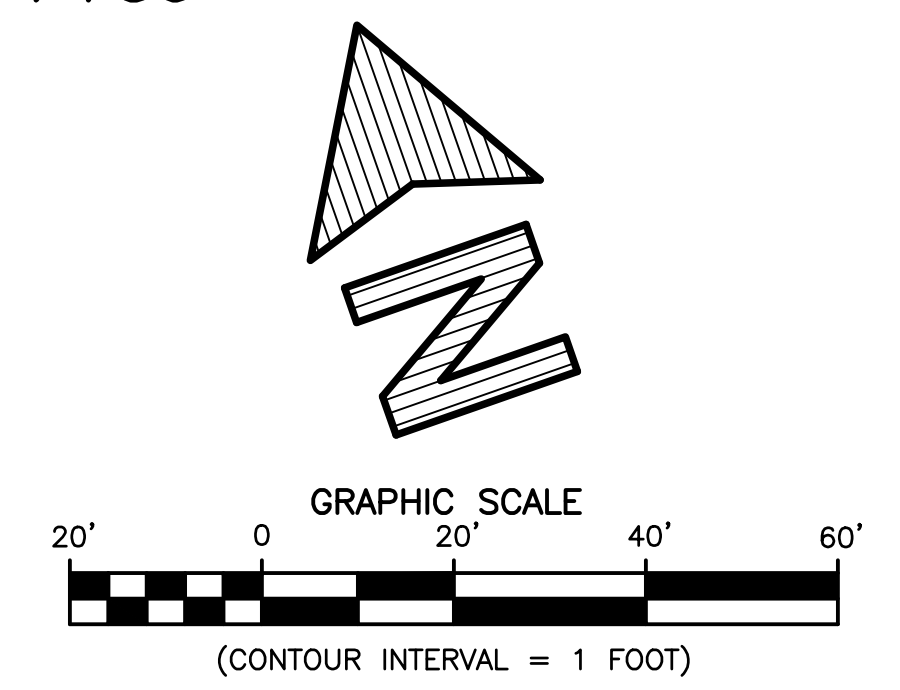
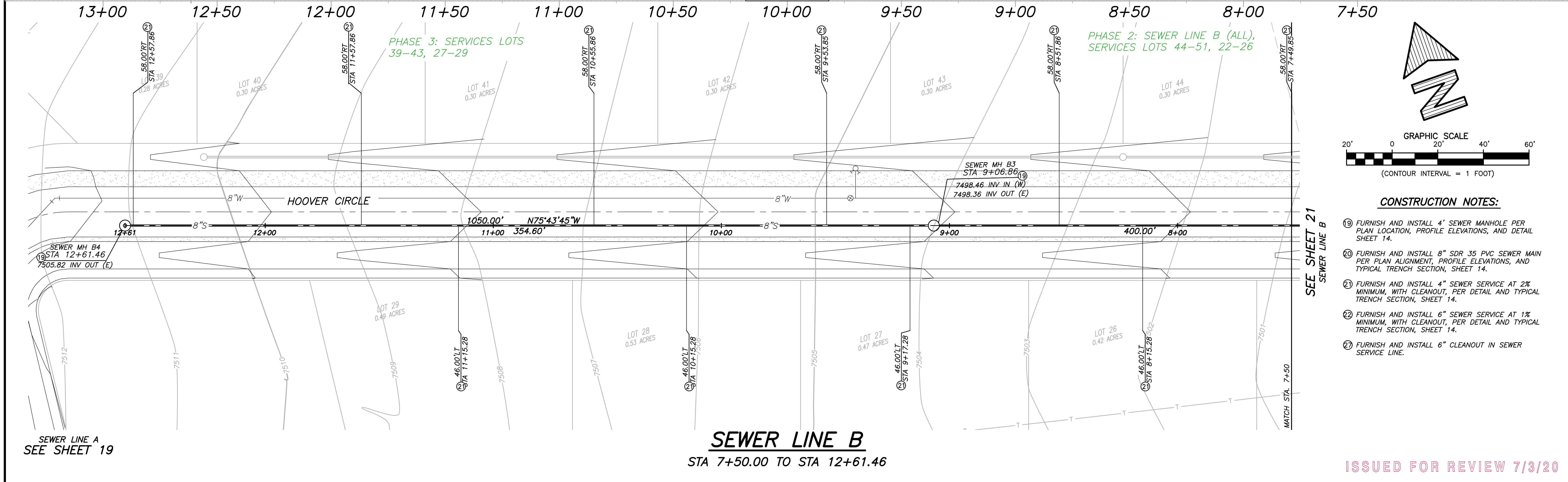
SEWER LINE B
STA 0+0.00 TO STA 2+50.00

SHEET NO. **20**
OF 40 SHTS.
PROJECT NO. **18010**

ISSUED FOR REVIEW 7/3/20



PROFILE SCALES:
 HORIZONTAL : 1"=20'
 VERTICAL : 1"=2'



CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
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- ③ FURNISH AND INSTALL 4" SEWER SERVICE AT 2% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.
- ④ FURNISH AND INSTALL 6" SEWER SERVICE AT 1% MINIMUM, WITH CLEANOUT, PER DETAIL AND TYPICAL TRENCH SECTION, SHEET 14.
- ⑤ FURNISH AND INSTALL 6" CLEANOUT IN SEWER SERVICE LINE.

SEWER LINE A
 SEE SHEET 19

SEWER LINE B
 STA 7+50.00 TO STA 12+61.46

SEE SHEET 21
 SEWER LINE B

ISSUED FOR REVIEW 7/3/20

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
 QUARRY STATION, LLC
 PO BOX 177
 SALIDA, CO 81201
 PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
 L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:

CRABTREE GROUP INC.
 ENGINEERING SMART GROWTH™

328 D STREET SALIDA, CO 81201 PH: 719-539-1875
 918 CUYAMA ROAD OJAI, CA 93025 PH: 719-221-1799

SEAL

DATE	BY	MARK	ENGINEER

REVISIONS

APPR.	DATE	REVISION AGENCY

TOWN OF PONCHA SPRINGS

DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	
CHECKED BY TLV	AGENCY HEAD DATE
SCALE 1"=20'	BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.
DATE JUL. 2020	

QUARRY STATION
 PONCHA SPRINGS, CO

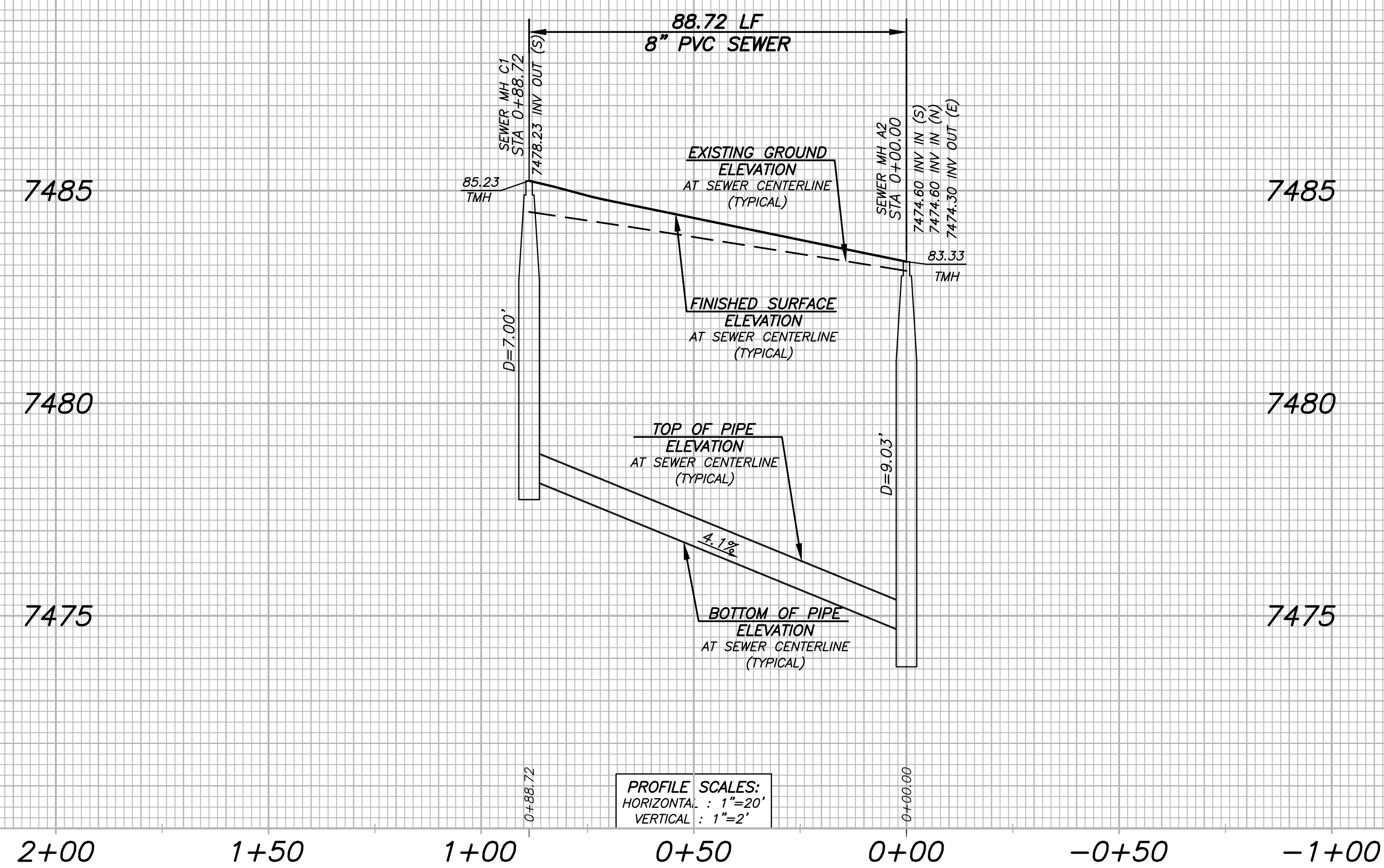
SEWER PLAN AND PROFILE

SEWER LINE B
 STA 7+50.00 TO STA 12+61.46

SHEET NO.
 22

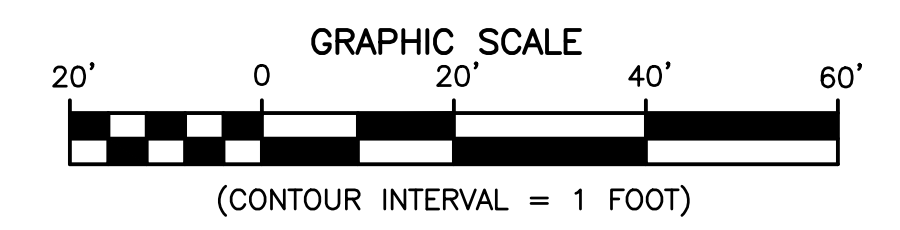
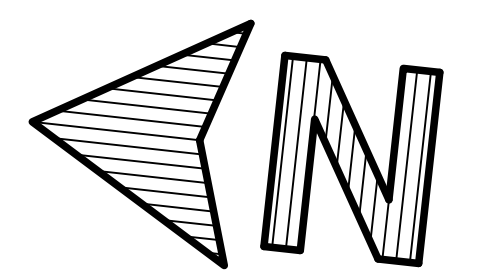
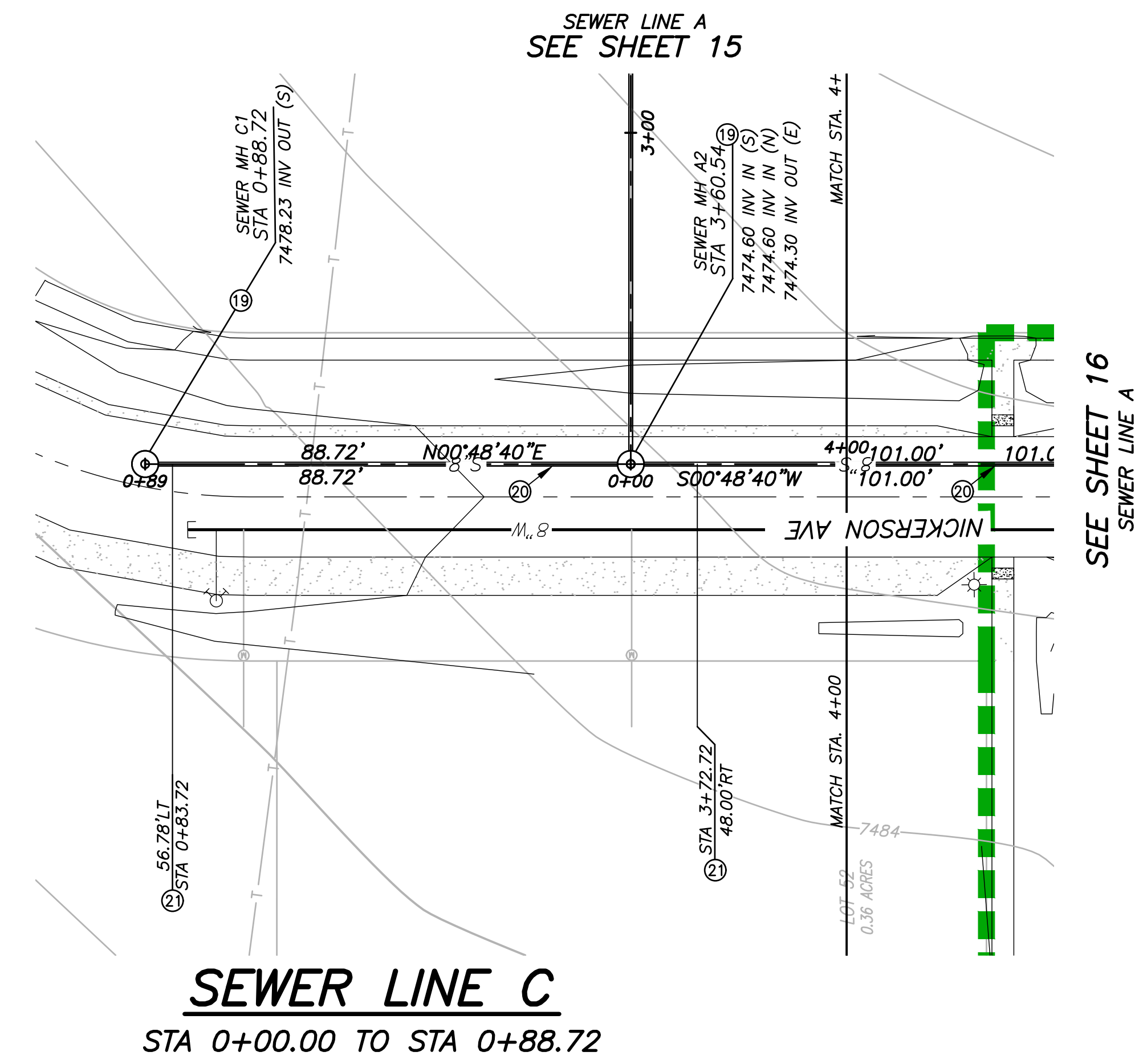
OF 40 SHEETS.

PROJECT NO.
 18010



PROFILE SCALES:
HORIZONTAL : 1"=20'
VERTICAL : 1"=2'

ALL SEWER LINE C CONSTRUCTION PHASE 2



CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
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ISSUED FOR REVIEW 7/3/20

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QUARRY STATION, LLC
PO BOX 177
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PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC
L.C.E. NO. 56989 EXP. DATE 10/31/21

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CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

328 D STREET 918 CUYAMA ROAD
SALIDA, CO 81201 OJAI, CA 93023
PH: 719-539-1875 PH: 719-221-1799

SEAL

DATE	BY	MARK	REVISIONS	APPR.	DATE

TOWN OF PONCHA SPRINGS

DESIGNED BY: WBH APPROVED BY: _____
DRAWN BY: WBH
CHECKED BY: TLV AGENCY HEAD DATE _____

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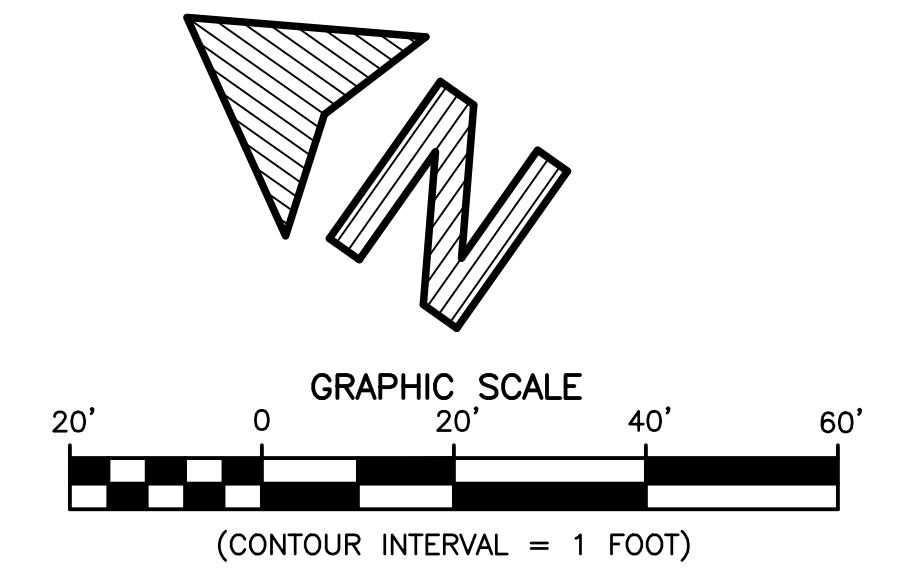
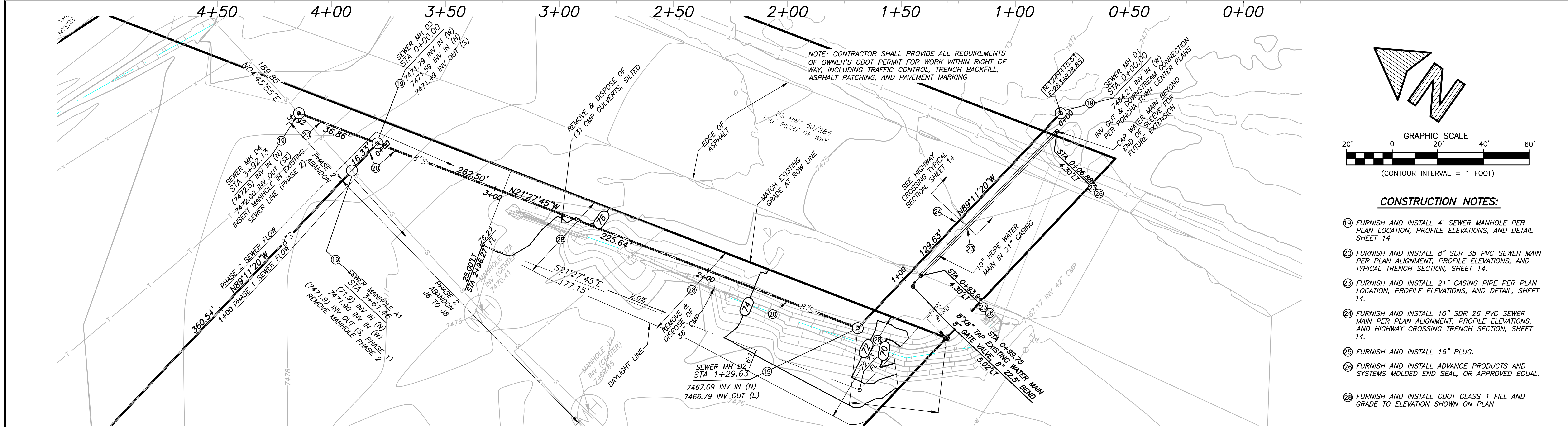
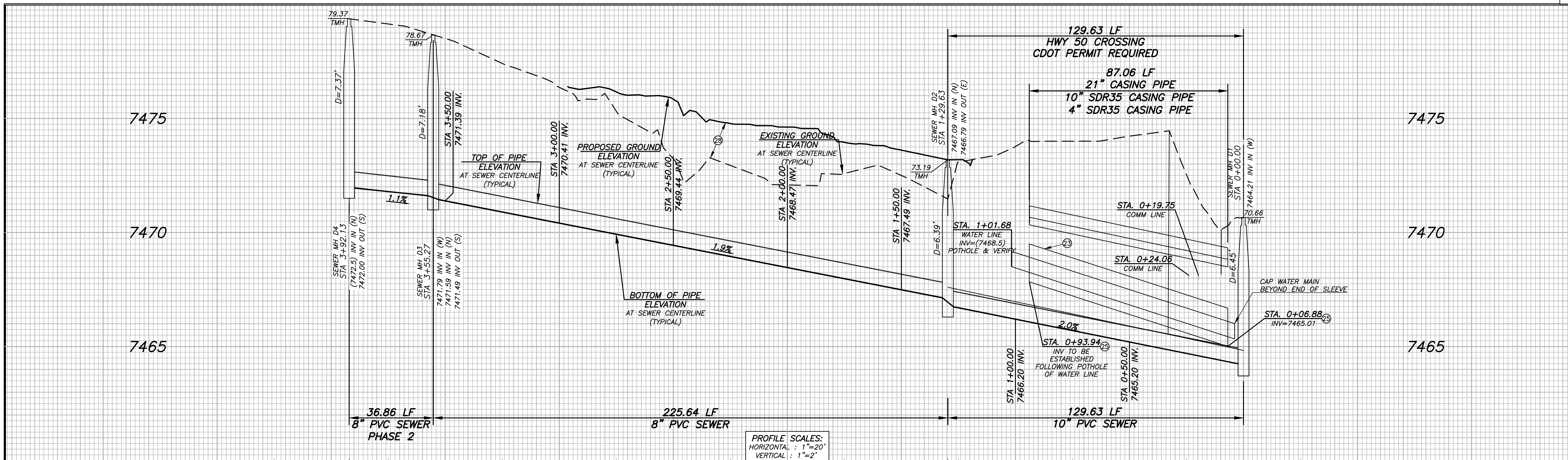
DATE JUL. 2020 REVISION AGENCY

QUARRY STATION
PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

SEWER LINE C
STA 0+00.00 TO STA 0+88.72

SHEET NO. **23**
OF 40 SHTS.
PROJECT NO. 18010



CONSTRUCTION NOTES:

- 19 FURNISH AND INSTALL 4" SEWER MANHOLE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL SHEET 14.
- 20 FURNISH AND INSTALL 8" SDR 35 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND TYPICAL TRENCH SECTION, SHEET 14.
- 23 FURNISH AND INSTALL 21" CASING PIPE PER PLAN LOCATION, PROFILE ELEVATIONS, AND DETAIL, SHEET 14.
- 24 FURNISH AND INSTALL 10" SDR 26 PVC SEWER MAIN PER PLAN ALIGNMENT, PROFILE ELEVATIONS, AND HIGHWAY CROSSING TRENCH SECTION, SHEET 14.
- 25 FURNISH AND INSTALL 16" PLUG.
- 26 FURNISH AND INSTALL ADVANCE PRODUCTS AND SYSTEMS MOLDED END SEAL, OR APPROVED EQUAL.
- 28 FURNISH AND INSTALL CDOT CLASS 1 FILL AND GRADE TO ELEVATION SHOWN ON PLAN

SEWER LINE D
STA 0+00.00 TO STA 3+92.13

ISSUED FOR REVIEW 7/3/20


PRIVATE ENGINEER'S NOTES TO CONTRACTOR
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PREPARED FOR:
QUARRY STATION, LLC
PO BOX 177
SALIDA, CO 81201
PHONE: 719-539-2196

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM BERNARD HUSSEY CRABTREE GROUP, INC.
L.C.E. NO. 56989 EXP. DATE 10/31/21

PREPARED BY:



CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™

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918 CUYAMA ROAD OJAI, CA 91328 PH: 719-221-1799

SEAL

DATE BY MARK
ENGINEER

REVISIONS		APPR.	DATE

TOWN OF PONCHA SPRINGS

DESIGNED BY WBH APPROVED BY: _____
DRAWN BY WBH
CHECKED BY TLV AGENCY HEAD DATE _____

SCALE 1"=20'
DATE JUL. 2020

BENCHMARK: PIN WITH 1" AC, NORTHEAST CORNER OF EXISTING HOOVER PARK, HAVING AN ELEVATION OF 7489.88.

QUARRY STATION
PONCHA SPRINGS, CO

SEWER PLAN AND PROFILE

SEWER LINE D
STA 0+00.00 TO STA 3+92.13

SHEET NO. **24**
OF 40 SHEETS.
PROJECT NO. 18010

Engineer's Estimate of Probable Construction Cost
Quarry Station Phases 2 and 3, Poncha Springs, CO

Prepared by: Crabtree Group, Inc.

Owner: Quarry Station, LLC

Note: does not include highway access, see SEH estimate

Item 7.

7/3/2020

Item #	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 2 Cost	Phase 3 Cost
Underdrain Construction							
1	2	0	EA	Furnish and install 30" Nyloplast Drain Basin	\$ 3,300.00	\$ 6,600.00	\$ -
2	436	0	LF	Furnish and install 15" ADS N12 perforated pipe	\$ 65.00	\$ 28,340.00	\$ -
3	3	0	EA	Furnish and install 24" Nyloplast Drain Basin	\$ 3,000.00	\$ 9,000.00	\$ -
4	1,044	0	LF	Furnish and install 8" ADS N12 perforated pipe	\$ 55.00	\$ 57,420.00	\$ -
Sub-Total						\$ 101,360.00	\$ -

Street Construction							
7	23	22	LF	Furnish and install 6' crossspan	\$ 40.00	\$ 920.00	\$ 880.00
8	0	2	EA	Furnish and install underwalk drain	\$ 1,000.00	\$ -	\$ 2,000.00
9	1	1	EA	Furnish and install R2-1 "SPEED LIMIT 25" and R8-1 "NO PARKING ON PAVEMENT" signs on common post	\$ 500.00	\$ 500.00	\$ 500.00
10	0	4	EA	Furnish and install ADA street crossing with truncated domes	\$ 800.00	\$ -	\$ 3,200.00
11	2,048	2,589	SY	Furnish and install 3" asphalt paving	\$ 22.00	\$ 45,056.00	\$ 56,958.00
11a	2,048	2,589	SY	Furnish and install 6" CDOT Class 6 aggregate base (under asphalt)	\$ 12.00	\$ 24,576.00	\$ 31,068.00
12	1,304	1,631	SY	Furnish and install 6" CDOT Class 6 aggregate base (shoulder/parking/trail)	\$ 12.00	\$ 15,648.00	\$ 19,572.00
14	1,675	1,796	LF	Furnish and install uncompacted stormwater detention swale	\$ 5.00	\$ 8,375.00	\$ 8,980.00
15	1	0	EA	Furnish and install R1-1 standard "STOP" sign per MUTCD	\$ 500.00	\$ 500.00	\$ -
16	2	2	EA	Furnish and install Greenshine Brighta NSB Solar Street Light	\$ 7,000.00	\$ 14,000.00	\$ 14,000.00
17	1	1	EA	Furnish and Install D3-1 Street Name Sign with Appropriate Street Name	\$ 500.00	\$ 500.00	\$ 500.00
18a	17	18	EA	Furnish and Install driveway per detail	\$ 800.00	\$ 13,600.00	\$ 14,400.00
18b	16	17	EA	Furnish and install check dam per detail	\$ 800.00	\$ 12,800.00	\$ 13,600.00
Sub-Total						\$ 136,475.00	\$ 165,658.00

Sewer Construction							
19	5	0	EA	Furnish and install sewer manhole	\$ 4,000.00	\$ 20,000.00	\$ -
20	1,351	0	LF	Furnish and install 8" SDR35 PVC sewer main	\$ 60.00	\$ 81,060.00	\$ -
21	15	16	EA	Furnish and install 4" schedule 40 PVC sewer service with cleanout	\$ 1,200.00	\$ 18,000.00	\$ 19,200.00
21	1	0	EA	Furnish and install 6" schedule 40 PVC sewer service with (2) cleanouts	\$ 2,200.00	\$ 2,200.00	\$ -
27	0	1	EA	Core existing manhole for 4" service	\$ 1,000.00	\$ -	\$ 1,000.00
Sub-Total						\$ 121,260.00	\$ 20,200.00

Water Construction							
30	1,451	0	LF	Furnish and install 8" C900 PVC water main	\$ 60.00	\$ 87,060.00	\$ -
31	2	0	EA	Furnish and install 8" gate valve with concrete collar	\$ 1,200.00	\$ 2,400.00	\$ -
32	0	0	EA	Furnish and install 8" plug	\$ 800.00	\$ -	\$ -
33	3	0	EA	Furnish and install 8" 45° Elbow	\$ 1,000.00	\$ 3,000.00	\$ -
34	1	0	EA	Furnish and install 8" 22.5° Elbow	\$ 1,000.00	\$ 1,000.00	\$ -
35	1	0	EA	Furnish and install 8" 11.25° Elbow	\$ 1,000.00	\$ 1,000.00	\$ -
36	13	16	EA	Furnish and install 3/4" water service tap assembly	\$ 1,500.00	\$ 19,500.00	\$ 24,000.00
36a	3	0	EA	Furnish and install 3/4" water service tap with dual meter pit	\$ 1,600.00	\$ 4,800.00	\$ -
37	2	0	EA	Furnish and install fire hydrant assembly	\$ 6,000.00	\$ 12,000.00	\$ -
Sub-Total						\$ 130,760.00	\$ 24,000.00

Misc. Const. Cost

Engineer's Estimate of Probable Construction Cost
Quarry Station Phases 2 and 3, Poncha Springs, CO

Item 7.

7/3/2020

Prepared by: Crabtree Group, Inc.

Owner: Quarry Station, LLC

Note: does not include highway access, see SEH estimate

Item #	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 2 Cost	Phase 3 Cost
38	1	1	LS	Bonding		\$ 2,500.00	\$ 1,100.00
39	1	1	LS	Construction Surveying by Professional Licensed Surveyor		\$ 4,900.00	\$ 2,100.00
40	1	1	LS	Stormwater & Erosion Control		\$ 2,500.00	\$ 1,100.00
41	1	1	LS	Traffic Control (On Site)		\$ 1,500.00	\$ 700.00
Sub-Total						\$ 11,400.00	\$ 5,000.00

	Phase 2	Phase 3
Construction Total	\$ 501,255.00	\$ 214,858.00

**TOWN OF PONCHA SPRINGS, COLORADO
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR QUARRY STATION PHASES 2 AND 3**

THIS AGREEMENT is made and entered into as of the 8th day of September, 2020, by and between Quarry Station, LLC, whose address is P.O. Box 280, Poncha Springs, CO 81242, hereinafter referred to as "Owner," and the Town of Poncha Springs, Colorado whose address is 333 Burnett Ave. Poncha Springs, CO 81242, sometimes hereinafter referred to as the "Town", together referred to as "the Parties."

WITNESSETH:

WHEREAS, Owner holds title to certain real property located within the Town and described on **Exhibit A (Final Plat)** attached hereto (the "Property") and Owner has submitted an application for development of said property known as Quarry Station Phase 2 and Quarry Station Phase 3 (hereinafter, the "Project"); and

WHEREAS, as a condition of approval of the Project, certain improvements, which are more particularly described on **Exhibits B (Engineer's Opinion of Probable Cost) and C (Civil Engineering Drawings)** attached hereto (hereinafter referred to as "Improvements") must be constructed; and

WHEREAS, the Town and Owner recognize and agree that the Project will require construction of the Improvements described on Exhibits B and C: and

WHEREAS, Owner shall also satisfy any other applicable exactions; and

WHEREAS, The Town and Owner desire to evidence their agreement regarding the construction of these Improvements.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** This Agreement pertains to Improvements to be constructed on the Property in connection with and as a condition of development of the Project.
2. **Exhibits and Inclusions.** This Agreement includes the following Exhibits which are attached hereto and incorporated herein by this reference:
 - a. **Exhibit A:** Legal Description of the Property (Final Plat Phase 2, Final Plat Phase 3)
 - b. **Exhibit B:** Improvements Quantities and Cost Estimate (Engineer's EOPC)

- c. **Exhibit C:** Wet Stamped Engineering plans prepared by Crabtree Group Inc. "Quarry Station" dated July 2020 submitted to and approved by the Town, and included as a part of this Agreement (together with any modifications thereto agreed to by the Parties), referred to hereinafter as the "Engineering Plans".
- d. **Exhibit D:** Form of Partial Release of Letter of Credit if applicable.

3. **Improvements to be Constructed.** Owner shall install the Improvements described in **Exhibits B and C** and shall be responsible for all associated costs. The Parties acknowledge that the costs and quantities set forth on **Exhibits B and C** are estimates and that the actual costs and quantities may vary from such estimates. Owner agrees to pay actual costs.

- a. Before beginning any site work or the construction of any Improvements, the Owner shall submit to the Town final construction plans for the Improvements which have been stamped and signed by the engineer(s) who prepared the Engineering Plans. The Owner agrees that the Improvements shall be constructed in accordance with the approved Engineering Plans. The Owner agrees to adhere to all Federal, State and local rules and regulations during construction.
- b. Owner shall not modify the approved Engineering Plans or construction methods, means, materials or locations for any of the Improvements without the prior written approval of The Town.

4. **Rights-of-Way and Easements.** Owner shall provide and dedicate all necessary rights-of-way and easements related to the site development and the construction of the Improvements at the time of final plat for the Project. Owner shall also be responsible for acquiring all other applicable easements, permits and licenses necessary for the construction of the Improvements.

5. **Plans and Drawings.** Owner will furnish the Town, at Owner's cost, two (2) copies of the Wet Stamped Engineering Plans and all supplemental plans, drawings and specifications relating to the Improvements and overall site development which shall be prepared, stamped and certified by a licensed, registered Professional Engineer (P.E.), hereafter referred to as the "Design Engineer" or "Engineer of Record." Owner shall furnish the Town two (2) paper copies showing the constructed Improvements in their as-built locations prior to Town's acceptance of the Improvements and a digital pdf of the as-builts. Owner shall pay the cost of adding "as-built" drawings to Town's GIS system.

6. **Owner's Costs.** Owner shall be responsible for all costs for the Project, including, but not limited to preliminary and final design, plan, as-built drawing preparation, construction costs, surveying costs and required studies

related to the Project including but not limited to traffic, utilities, and geotechnical studies. Owner shall be responsible for all costs including but not limited to design, construction, inspection and certification, performance and guarantee during construction and the following warranty period, as well as any other administrative or legal expenses attributable to the Improvements to be constructed.

7. **Cost Estimate for Improvements.** In order to secure for the construction and installation of the Improvements such that the Town has sufficient funds to complete the construction should the owner default, Owner has estimated the costs of Improvements to be installed as itemized in Exhibit B. The Town has, in good faith, reviewed and approved the cost estimates. Owner agrees to pay the actual costs pertaining to the construction of the Improvements.

8. **Security.**

- a. Owner shall secure for all of its obligations under this Agreement in respect of the Improvements by furnishing to the Town in either cash, Performance/Warranty Bond or via letter of credit in the amount of \$501,255.00 for Phase 2, and \$214,858.00 for Phase 3, in a form acceptable to the Town issued by a Colorado bank or another lender (the "Issuer") acceptable to the Town. The amount identified above is for infrastructure to be owned by the Town of Poncha Springs. Security for each phase shall be independent of the other phase..
- b. If Owner fails to perform or observe any obligation or condition required by this Agreement, and if such default or defaults remains uncured for more than thirty (30) days after Owner's receipt of written notice thereof from the Town, the Town may either: a) cure the default at Owner's expense and draw on the Letter of Credit from time to time to pay the costs it incurs in connection therewith, or b) issue written notice advising Owner that specific Improvements constructed in question have been deemed unacceptable until the Owner complies with all obligations and conditions within this Agreement.
- c. The procedures for drawing on the Letter of Credit or Performance/Warranty Bond shall apply whether there may be one or more defaults, or a succession of defaults on the part of Owner in performing the terms, requirements and conditions contained in this Agreement.
- d. If requested by Owner, the Town may consider allowing partial releases of the Letter of Credit as construction of the Improvements progresses. Partial releases shall be considered only for the

completion of Improvement items and quantities as identified within **Exhibits B and C**. Partial release requests shall be made in writing and shall be accompanied by appropriate records documenting the Improvement items completed, the quantities, lengths and/or limits and the cost amounts. This documentation may include, but is not limited to, copies of bills and paid invoices, the schedule of values for the work performed and a schedule of values summarizing the work remaining as well as any other supporting documentation requested by the Town. The Town may elect to inspect the Improvements to verify their completion and shall determine the amount of the partial reduction within ten (10) business days following its receipt of the request. If the Town agrees that the amount of the partial release request appears to be in proper proportion for the amounts of the completed (and remaining) Improvements and that the Improvements have been constructed in accordance with the approved Engineering Plans and any other applicable requirements of this Agreement, then the Town may release a portion of the Letter of Credit. The amount of the partial release shall be the amount or quantity of the Improvement completed as identified in **Exhibit C**. Partial release requests shall be made no more frequently than once per calendar month.

- e. No determination by the Town of construction performed nor any partial release of any portion of the Letter of Credit shall be deemed as acceptance of Improvements by the Town.

9. **Completion.** Before any Building Permit can be issued within each phase of the Project (other than for facilities required as part of the Improvements and as described in **Exhibits B and C**), all Improvements except asphalt paving associated with that phase must be completed, inspected, approved and accepted by the Town. All Improvements except Phase 3 asphalt paving shall be completed in accordance with the approved plans, drawings, and specifications, within two (2) years after approval of the Project by Town. Extension of time for completion of Improvements may be considered by the Town for good cause shown. "Good cause" shall be determined by the Town.

10. **Materials and Workmanship.** Unless otherwise approved by the Town in writing, all materials to be used for constructing the Improvements shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by the Town), Owner shall furnish the Town the name of the manufacturer of equipment and materials which it contemplates using for the construction of the Improvements. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and any additional information as may be requested by the Town. Samples shall be submitted for approval when

requested. Equipment, materials and articles installed or used for the Improvements without the Town's approval shall be at the risk of subsequent rejection.

11. **Work Specifications.** All work done under this Agreement shall be completed to the lines, grades, and elevations and shall be constructed with the materials and means shown on the Engineering Plans, drawings and specifications approved by the Town. Owner shall keep the Town informed, at least five (5) calendar days in advance, of the times and places at which it wishes to undertake construction. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other staking in accordance with the approved Engineering Plans may be ordered removed and replaced at Owner's cost and expense. The Town and/or the Inspector shall issue written notice to Owner regarding any construction or activity which the Town deems unacceptable. All stakes, bench marks, and other survey points shall be preserved by Owner until the Improvements have been accepted by the Town.

12. **Protection.**

- a. Owner shall keep and maintain all of the Improvements in good order and condition until the Town formally accepts the Improvements. Owner shall, at its cost, repair or replace any damage to or destruction of the Improvements that occurs prior to such acceptance by the Town except to the extent that such damage or destruction is caused by agents or employees of the Town.
- b. Owner shall take all steps necessary to prevent its construction activities from damaging adjacent properties. If any adjacent property is damaged during site work or during the construction of the Improvements, Owner shall, at its cost, promptly repair or replace the damaged property to a condition equal to or better that existed before such damage or injury.
- c. Owner shall take all steps necessary to prevent its construction activities from causing bodily injury to person, including, without limitation, traffic control and the installation of safety signage, barricades, fencing, lighting and other safety measures.
- d. In addition to complying with erosion control measures described in the Engineering Plans, Owner shall take all necessary steps necessary to prevent its construction activities from harming water quality, water bodies and wetlands. Owner shall be responsible of obtaining all applicable State and/or Federally required construction stormwater permits prior to commencement of site work.

13. **Construction Inspection.** Inspection shall be provided to assure that all work is performed in accordance with the approved Engineering Plans, and with the terms of this Agreement. Owner is responsible for the cost of inspection services related to construction of the Improvements. Full time inspection shall be provided by the Owner's Engineer, unless an alternative method or schedule is approved by the Town in writing. The Inspector and inspection schedule shall be subject to the approval of the Town. The Inspector(s) as described above (hereinafter referred to as "Inspector") will inspect the construction materials and will observe construction of the Improvements to be dedicated to the Town to assure that they have been constructed in compliance with the approved Engineering Plans and specifications, and with the Town's standards and regulations. The Inspector shall document their observation of construction on a daily basis and on a form acceptable to the Town, which may also include photo and video documentation. In the event that there may be questions or concerns at any time about the quality of construction and/or materials, or methods used during construction, then the Town may issue written notice advising Owner that specific Improvements in question have been deemed unacceptable.

- a. The Inspector shall notify the Owner within twenty-four (24) hours of all construction or material defects, or problems with the construction, either noted by the Inspector, or presented to the inspector by the Owner's Engineer, or the Town. Such claims may include any matter relating to the materials being used, execution and progress of the work, or interpretation of this Agreement including the approved plans and/or specifications. Any subsequent recommendations or proposed revisions from the Owner's Engineer shall be subject to the final review and decision of the Town.
- b. The Inspector shall make monthly estimations of amounts and quantities of work performed hereunder.
- c. The Inspector and the Town shall have free access to the work at all times. Owner shall furnish both Inspector and the Town with the means for ascertaining whether the work being performed or the work which has been completed is in accordance with the approved Engineering Plans, specifications and the Town's Engineering Standards.
- d. The Inspector will in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. The Town hereby designates the Town Administrator or his or her designee(s) as representatives with authority to speak for the Town, and with whom the Inspector shall communicate on all matters provided for in this Agreement.

- f. Inspections may extend to all or any part of the Improvements and to the preparation or manufacture of the materials to be used. The Inspector will not be authorized to alter the provisions of this Agreement or any specifications or to act as foreman for the Town or Owner. Owner agrees to pay for the Inspector and all related inspection services.
- g. Owner agrees to pay to the Town for the examination of submitted plans and the inspections of the work provided by the Town.

14. Quality of Work. If at any time it is determined by the Town or the Inspector that substandard material, not conforming to the requirements of the approved Engineering Plans and specifications has been delivered to the Project or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced at the Owners expense.

- a. Any failure to earlier detect defective design, material, or workmanship shall not impair the Town's right to a completed and functional project constructed per the approved Engineering Plans and specifications as well as applicable engineering standards and regulations.
- b. If Inspector or the Town discovers defective materials, whether before, during or after installation and if Owner fails to replace rejected materials, the Town may issue written notice advising Owner that these materials and the related Improvements will be deemed unacceptable.
- c. If the specifications, the Owner's Engineer's instructions or requirements of any public authority, including the Town, require any work to be specially tested or approved, Owner shall be responsible for performing such testing, obtaining passing test results and providing reports of those results to the Inspector and the Town as quickly as possible, and prior to commencing further work. If any work is covered without approval of the Inspector, the Inspector and/or the Town may order the work to be uncovered for examination and inspection. If Owner fails to comply with these requirements, then the Town may issue written notice advising Owner that specific Improvements in question will be deemed unacceptable.
- d. Reexamination of work or materials may be ordered by the Inspector or the Town. If so ordered, the work or materials must be uncovered by Owner. If such work or materials are found to be in accordance with this Agreement and the plans, drawings and specifications

approved by the Town, then the party requiring the reexamination shall pay the costs of uncovering, reexamination, replacement, and restoration of the site. If such work or materials be found not in accordance with this Agreement and the plans, drawings and specifications approved by the Town, Owner shall pay such cost.

- e. In the event that adverse site or climatic conditions exist which may damage or endanger work, the Town may issue written notice advising Owner that Improvements constructed during these conditions will be deemed unacceptable.

15. Final Inspection. When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify The Town and shall provide a letter, in a form acceptable to the Town, from the Owner's Engineer certifying that all Improvements have been constructed in accordance with the approved plans and specifications. the Town will then, within ten (10) working days after such notice, make its final inspection. If such inspection determines that the construction of the Improvements appears to have been completed in accordance with the Engineering Plans and the other requirements of this Agreement, and that all Improvements appear to be operating correctly, the Town will accept the Improvements by issuing a Certificate of Completion within ten (10) days of the date of the Final Inspection. If the inspection reveals that the work has not been completed in accordance with the Engineering Plans and the other requirements of this Agreement, or is not functioning or may not function correctly, Owner shall be notified in writing and shall promptly correct the deficiency at its cost and, following the completion of such corrective work, reissue its notice of completion to the Town. The re-inspection process and timeframes will be subject to the above schedule.

16. Acceptance of Improvements. The Town shall not accept responsibility for ownership, operation and maintenance of the Improvements until all Improvements have been completed by Owner, have passed final inspection by the Town and have subsequently received final acceptance thereof by the Town. Upon written request by Owner for a Certificate of Completion, and provided that all of the payments and other performances within this agreement have been made and completed by Owner, the Town will issue the Certificate of Completion whereupon such specified Improvements shall be owned, operated and maintained by The Town, unless specific conditions are stated otherwise within the Certificate of Completion. Upon issuance of the Certificate of Completion, "Improvements to be dedicated to and owned by the Town" as described in **Exhibit B** shall be deemed approved and accepted by The Town, unless specific conditions are stated otherwise within the Certificate of Completion. All other Improvements which will not be dedicated to the Town for ownership, as described in **Exhibit B**, shall be inspected by a private inspector,

approved by the Town, who shall provide the Town with a written certification of compliance with the approved plans and specifications for those constructed Improvements.

17. Warranty and Guarantee. Owner hereby warrants and guarantees to the Town that the Improvements will be fully functional and free of all defects in design, materials, construction and function for a period of two (2) years from the date of their final acceptance by the Town. Security shall be deposited to warrant the public improvements against defects during the two-year warranty period. Such warranty security shall be posted in the amount of twenty percent (20%) of the total construction cost of the public improvements for the two-year warranty period and shall be provided either as cash, Performance/Warranty Bond or via letter of credit in a form acceptable to the Town and which is issued by a Colorado bank, Bonding Company or another lender (the "Issuer") acceptable to The Town.

- a. Owner warrants that upon acceptance of the Improvements by the Town, title to all work performed and materials and equipment furnished in respect thereof will pass to the Town free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed, and materials and equipment furnished in respect of the Improvements are new; of good quality; free from all faults and defects; and in compliance with the approved plans and specifications. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective and shall be removed and replaced at Owner's cost.
- c. If, within the applicable warranty and guarantee period set forth above, any of the work, materials or equipment is found to be or becomes defective or deficient Owner shall, without cost to the Town, correct it promptly after receipt of notice from The Town.
- d. The warranty and guarantee periods set forth above shall be extended for any remedial or repair work that may be necessary within the first two (2) years after the issuance of the Certificate of Completion for the Project by the Town. Additionally, the warranty and guarantee period for remedial or repair work shall be for two (2) years after the date of performance of the remedial or repair work. Security, for the remedial or repair work shall also be retained by the Town throughout this extended period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has

failed to respond in a timely manner, then the Town may act immediately to respond, including the authority to suspend work on the Project. If Owner fails to promptly correct any defect or deficiency where notice has been given to Owner, the Town may undertake the necessary remedial effort. In either event Owner shall immediately reimburse the Town for all costs. Nothing contained herein shall impose any duty upon the Town to act for Owner in an emergency.

- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by the Town. The establishment of all warranty and guarantee periods shall not be construed to create a period of limitation for commencement of any legal proceedings brought for a breach of the warranty.

18. **Notice.** When any faulty condition in the Improvements is found, the Town shall serve notice to Owner and/or its surety or Issuer of this condition. Upon receipt of said notice Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to the Town. The expiration date for the repaired or replaced work shall be two (2) years from the date of the repair or replacement. Security in the amount of the actual cost of repair and/or replacement shall be retained for this extended two (2) year period. In the event Owner fails to make such repairs or replacements, The Town shall have the right to do so in the manner described herein. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

19. **Remedies.** In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Improvements, the Town may refuse to further process any site development or building permit application for property owned, in whole or in part, by Owner.

20. **Indemnification.**

- a. Owner hereby expressly binds itself to indemnify and save harmless the Town and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them; any loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any person, firm or corporation during the construction of the Improvements or the applicable warranty period.

- b. The indemnity contained in this Paragraph benefits the Town and its agents only. This Paragraph confers no benefit or right upon any third party.
 - c. The Town does not waive its right to assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as well as the limitation upon liability provided therein.
21. **Additional Conditions.**
- a. **Applicable Law.** This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Town's municipal Code requirements and other applicable laws, rules and regulations. This Agreement shall not be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Chaffee County district court.
 - b. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
 - c. **Complete Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
 - d. **Recording; Benefit.** This Agreement shall be recorded with the Clerk and Recorder for Chaffee County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale of the property or portions thereof; provided however, that any successor, grantee or assignee of Owner shall be bound hereby, and this document shall have been recorded and

serve as a covenant running with and burdening the land described in Exhibit A, as the burdened property, as an easement in gross for the benefit of the Town. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the Property. Owner shall notify the Town in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer. Except as set forth in this Additional Conditions paragraph, this Agreement does not confer any right or benefit to any third party.

- e. **Force Majeure.** If Owner's performance of the Improvements is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, unusual delay in delivery, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by the Town, unavoidable casualties or any other causes reasonably beyond Owner's control, then the Owner's time shall be extended for such duration as provided elsewhere in this section upon Owner's timely submission of its request for an extension of time.
- f. **Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Chaffee County, Colorado.
- g. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- i. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.
- j. **Vested Rights.** The Town acknowledges and agrees that: (i) the Town has approved the Project, (ii) such approval is considered a site specific development plan, and (iii) pursuant to Section 4-4-14 of the Town Code and Article 68 of Title 24, C.R.S., Owner has obtained vested property rights to develop the Project for a period of six (6) years commencing on the date of this Agreement, subject to Town Code Section 4-4-6. Notwithstanding anything to the contrary set forth in Paragraph 21.e above, the six (6) year period for Owner's vested property rights to develop the Project will not be extended for

force majeure or any other reason, unless the Town consents to such extension.

k. **Lot Sales Restriction.** Owner may enter into a contract, but not close on the sale of any of the Lots which may have been created by a Plat for the Project until the following items are completed in the order described:

- i. Completed a signed Subdivision Improvements Agreement with the Town.
- ii. Provided the Town financial security required by this Agreement.
- iii. Met all the conditions of the Subdivision Improvements Agreement. To include completion of infrastructure improvements, final inspection and acceptance of the improvements by the Town, provided a bill of sale, lien release from the contractor or contractors completing the work, and Two-year written warranty to the Town for the improvements the Town is accepting.
- iv. Agreed to and accepted a Lot Sales Restriction on the lots subject to the Subdivision Improvements Agreement and any lots in the subdivision for which a subdivision improvements agreement has not been completed.
- v. Upon completion of the items identified above, the lot sales restriction for the associated lots in this Subdivision Improvements Agreement, specifically Phase 2 (lots 44-54, 21-26) and Phase 3 (lots 27-43) shall be released formally by the adoption of a resolution by the Town of Poncha Springs Board of Trustees. Only upon adoption of said resolution, which shall be recorded with the Clerk and Recorder of Chaffee County, Colorado, shall the Owner be entitled to convey title to the lots identified.
- vi. This Section shall not be construed to restrict Owner's right to sell the Project to another developer as a bulk sale.

l. **Specific Conditions.**

- i. Phase 2 and Phase 3 shall each have a separate lot sales restriction filed with the Chaffee County Clerk and each Phase will be released separately by adoption of a resolution by the Town Board of Trustees on completion of the infrastructure for the Phase.

- ii. Prior to release of Phase 2 or 3 Lot Sales Restriction the following items from Phase 1 shall be complete
 - 1. The "Highway ROW Parcel" as designated on the Quarry Station Phase 1 plat shall be deeded from the Owner to the Town.
 - 2. The Owner shall landscape and provide drip irrigation connected to the Hoover Park irrigation system for the area from the south boundary of Addition C to 20 feet north of the south boundary of Addition C. Upon completion of the landscape and drip irrigation improvements, the Owner shall convey the same to the Quarry Station Trail Association HOA or corporation, as appropriate, for perpetual maintenance. This ownership and maintenance obligation shall be referenced in the declaration of covenants.
 - 3. Installation of Street Lights, concrete sewer manhole collars, and concrete water valve collars associated with Quarry Station Phase 1.
- iii. Final constructed access from Phase 1 to Highway 285 will be required prior to the full release of the Lot Sales Restrictions associated with Phases 2 & 3, specifically lots 21-54. A portion of Phase 2, restricted to a maximum of 13 lots, may be requested for release prior to final constructed highway access if all other conditions identified in this section are met. Owner shall provide financial security as identified in section 8 of this agreement for completion of the access at the time of request for partial lot sales restriction release.
- iv. The lot sales restriction for each phase imposed by subsection k above will be released upon the completion of Class 6 road base streets (graded, installed, and compacted), water, sewer (accepted by the City of Salida), gas, and electric infrastructure to service all lots within the phase; as well as, installation of street signs and lights.
- v. The portion of Hoover Circle within Phase 3 shall be rough graded prior to release of Phase 2 lot sales restriction for the purpose of a secondary emergency access.
- vi. Should ground water become an issue the Town may elect not to release the Lot Sales Restriction for Phase 2 or 3.
- vii. Paving of phase 2 and final acceptance of all improvements by the Town shall be required prior to release of Certificate of

Occupancy on the last two (2) lots within Phase 2 or by June 30, 2022 whichever is sooner. Paving of Phase 3 and final acceptance of all improvements by the Town shall be completed prior to release of Certificate of Occupancy on the last two (2) lots within Phase 3 or within 24 months of recording of phase 3 plat whichever is sooner

- viii. Should the deadlines for paving not be met, the Town may elect to draw on the provided Financial Security at a rate of 125% of the cost following a competitive bid process including engineering, inspection, & administrative expenses. This may or may not also include driveways, trails, and swales. Owner may request an extension with a detailed plan, approval of which is to the sole discretion of the Board of Trustees.
- ix. The portion of Hoover Circle shown on Phase I plat shall be asphalted at the same time as Phase 3
- x. Should the portion of Hoover Circle not be completed by Crossroads Village prior to recording of Phase 3 final plat this egress from the Quarry Station subdivision shall be restricted to an emergency access with a ranch gate installed by the Owner.
- xi. Prior to installation of asphalt, Owner is required to maintain any portion Quarry Station Street, Nickerson Avenue and Hoover Circle including the portion of Hoover Circle shown on Phase 1 plat that has not been paved; including but limited to, dust control and snow plowing. Prior to installation of asphalt, any oversized loads, specifically including but not limited to trucks, trailers, and cranes needed to set modular homes shall access phase 2 & 3 through a designated route agreed upon by the developer and Town. Existing conditions shall be documented, and the developer shall be responsible for all repairs needed for damage or degradation caused by construction activities. The Town reserves the right to withhold building permits & certificates of occupancy within Phase 2 & 3, or draw on the provided letter of credit if the repairs are not completed to the Town's satisfaction in a timely manner by the developer.
- xii. Required fees in lieu of open space for phases 2 and 3 have already been used by Owner to furnish and install equipment for Hoover Park. No further open space fee in lieu is required for lots under this agreement.

- xiii. Owner shall comply with Colorado State Engineer requirements for tailwater discharged from the permanent dewatering well system. Any infrastructure required to redirect the tailwater back to the South Arkansas River shall be installed prior to release of any Lot Sales Restriction for Phase 2 or 3; or by prior to the 2021 irrigation season (April 15th, 2021) whichever is sooner.
- xiv. An acceptable Ditch Maintenance Plan for the tailwater shall be drafted and formalized prior to release of any lot sales restriction. Owner shall present the plan to the Board of Trustees, who shall deem it acceptable or not.
- xv. Existing ditches that traverse the property shall require a ditch agreement between the developer and ditch owners. Such agreements shall be recorded with the Chaffee County Clerk and Recorder and referenced on the face of the associated plats.
- xvi. Should material crushing be needed on-site, Owner agrees to minimize impact on existing neighbors. More specifically, north of Phase I lots towards the northwest corner of Phase 3.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

ATTEST:


 Brian Berger, Town Clerk


TOWN of PONCHA SPRINGS, a Colorado municipal corporation

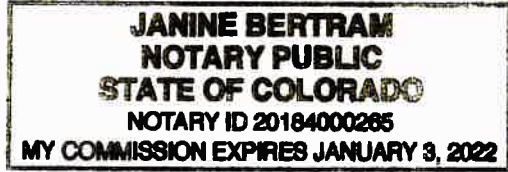
By: 
 Ralph B. Scanga, Mayor

Quarry Station, LLC
 By: 
 Title: Manager

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

Acknowledged before me this 8th day of September, 2020, by Ralph B Scanga, Mayor and by Brian Berger as Town Clerk of the Town of Poncha Springs, Colorado.

WITNESS my hand and official seal.



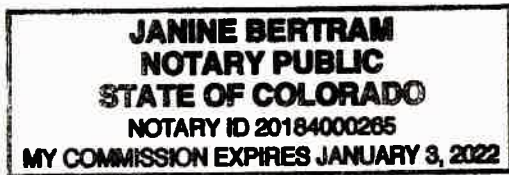
Janine Bertram
Notary Public

My commission expires: Jan 3, 2022

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged before me this 8th day of September, 2020, by David Martin, Title and Company name.

WITNESS my hand and official seal.



Janine Bertram
Notary Public

My commission expires: Jan 3, 2022

Exhibit A

SITE IMPROVEMENTS AGREEMENT

Legal Description of the Project

Quarry Station Filing No. 2 & 3 Located in the east half of the northeast quarter (E1/2NE1/4) of section 9 and the west half of the northwest quarter (N1/2NW1/4) of section 10, Township 49 North, Range 8 East, New Mexico Principal Meridian, Town of Poncha Springs, Chaffee County, Colorado

Exhibit B

SITE IMPROVEMENTS AGREEMENT

Improvements Quantities and Cost Estimates

Improvements to be dedicated to and owned by the Town. (Subject to the two (2) year Warranty period.)

Subtotal: \$278,635 (Phase 2)

Subtotal: \$194,658 (Phase 3)

All other improvements and work items.

Subtotal: \$ 101,360.00 (Underdrain) (Phase 2)

Subtotal: \$ 121,260 (City of Salida Sewer) (Phase 2)

Subtotal: \$ 20,200 (City of Salida Sewer) (Phase 3)

Grand Total: \$ 501,255 (Phase 2)
\$ 214,858 (Phase 3)

Engineer's Estimate of Probable Construction Cost
Quarry Station Phases 2 and 3, Poncha Springs, CO

Item 7.

Prepared by: Crabtree Group, Inc.

Owner: Quarry Station, LLC

Note: does not include highway access, see SEH estimate

7/3/2020

Item #	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 2 Cost	Phase 3 Cost
Underdrain Construction							
1	2	0	EA	Furnish and install 30" Nyloplast Drain Basin	\$ 3,300.00	\$ 6,600.00	\$ -
2	436	0	LF	Furnish and install 15" ADS N12 perforated pipe	\$ 65.00	\$ 28,340.00	\$ -
3	3	0	EA	Furnish and install 24" Nyloplast Drain Basin	\$ 3,000.00	\$ 9,000.00	\$ -
4	1,044	0	LF	Furnish and install 8" ADS N12 perforated pipe	\$ 55.00	\$ 57,420.00	\$ -
Sub-Total						\$ 101,360.00	\$ -

Street Construction							
7	23	22	LF	Furnish and install 6' crosspan	\$ 40.00	\$ 920.00	\$ 880.00
8	0	2	EA	Furnish and install underwalk drain	\$ 1,000.00	\$ -	\$ 2,000.00
9	1	1	EA	Furnish and install R2-1 "SPEED LIMIT 25" and R8-1 "NO PARKING ON PAVEMENT" signs on common post	\$ 500.00	\$ 500.00	\$ 500.00
10	0	4	EA	Furnish and install ADA street crossing with truncated domes	\$ 800.00	\$ -	\$ 3,200.00
11	2,048	2,589	SY	Furnish and install 3" asphalt paving	\$ 22.00	\$ 45,056.00	\$ 56,958.00
11a	2,048	2,589	SY	Furnish and install 6" CDOT Class 6 aggregate base (under asphalt)	\$ 12.00	\$ 24,576.00	\$ 31,068.00
12	1,304	1,631	SY	Furnish and install 6" CDOT Class 6 aggregate base (shoulder/parking/trail)	\$ 12.00	\$ 15,648.00	\$ 19,572.00
14	1,675	1,796	LF	Furnish and install uncompacted stormwater detention swale	\$ 5.00	\$ 8,375.00	\$ 8,980.00
15	1	0	EA	Furnish and install R1-1 standard "STOP" sign per MUTCD	\$ 500.00	\$ 500.00	\$ -
16	2	2	EA	Furnish and install Greenshine Brighta NSB Solar Street Light	\$ 7,000.00	\$ 14,000.00	\$ 14,000.00
17	1	1	EA	Furnish and Install D3-1 Street Name Sign with Appropriate Street Name	\$ 500.00	\$ 500.00	\$ 500.00
18a	17	18	EA	Furnish and Install driveway per detail	\$ 800.00	\$ 13,600.00	\$ 14,400.00
18b	16	17	EA	Furnish and install check dam per detail	\$ 800.00	\$ 12,800.00	\$ 13,600.00
Sub-Total						\$ 136,475.00	\$ 165,658.00

Sewer Construction							
19	5	0	EA	Furnish and install sewer manhole	\$ 4,000.00	\$ 20,000.00	\$ -
20	1,351	0	LF	Furnish and install 8" SDR35 PVC sewer main	\$ 60.00	\$ 81,060.00	\$ -
21	15	16	EA	Furnish and install 4" schedule 40 PVC sewer service with cleanout	\$ 1,200.00	\$ 18,000.00	\$ 19,200.00
21	1	0	EA	Furnish and install 6" schedule 40 PVC sewer service with (2) cleanouts	\$ 2,200.00	\$ 2,200.00	\$ -
27	0	1	EA	Core existing manhole for 4" service	\$ 1,000.00	\$ -	\$ 1,000.00
Sub-Total						\$ 121,260.00	\$ 20,200.00

Water Construction							
30	1,451	0	LF	Furnish and install 8" C900 PVC water main	\$ 60.00	\$ 87,060.00	\$ -
31	2	0	EA	Furnish and install 8" gate valve with concrete collar	\$ 1,200.00	\$ 2,400.00	\$ -
32	0	0	EA	Furnish and install 8" plug	\$ 800.00	\$ -	\$ -
33	3	0	EA	Furnish and install 8" 45° Elbow	\$ 1,000.00	\$ 3,000.00	\$ -
34	1	0	EA	Furnish and install 8" 22.5° Elbow	\$ 1,000.00	\$ 1,000.00	\$ -
35	1	0	EA	Furnish and install 8" 11.25° Elbow	\$ 1,000.00	\$ 1,000.00	\$ -
36	13	16	EA	Furnish and install 3/4" water service tap assembly	\$ 1,500.00	\$ 19,500.00	\$ 24,000.00
36a	3	0	EA	Furnish and install 3/4" water service tap with dual meter pit	\$ 1,600.00	\$ 4,800.00	\$ -
37	2	0	EA	Furnish and install fire hydrant assembly	\$ 6,000.00	\$ 12,000.00	\$ -
Sub-Total						\$ 130,760.00	\$ 24,000.00

Misc. Const. Cost

Engineer's Estimate of Probable Construction Cost
 Quarry Station Phases 2 and 3, Poncha Springs, CO

Item 7.

Prepared by: Crabtree Group, Inc.

Owner: Quarry Station, LLC

7/3/2020

Note: does not include highway access, see SEH estimate

Item #	Phase 2 Qty	Phase 3 Qty	Unit	Description	Unit Cost	Phase 2 Cost	Phase 3 Cost
38	1	1	LS	Bonding		\$ 2,500.00	\$ 1,100.00
39	1	1	LS	Construction Surveying by Professional Licensed Surveyor		\$ 4,900.00	\$ 2,100.00
40	1	1	LS	Stormwater & Erosion Control		\$ 2,500.00	\$ 1,100.00
41	1	1	LS	Traffic Control (On Site)		\$ 1,500.00	\$ 700.00
Sub-Total						\$ 11,400.00	\$ 5,000.00

	Phase 2	Phase 3
Construction Total	\$ 501,255.00	\$ 214,858.00

Exhibit C

SITE IMPROVEMENTS AGREEMENT

Engineering Plans

The Engineering Plans are incorporated herein by this reference, but not attached and not required to be recorded with this Agreement; but must be placed on file with the Town's Public Works Department.

Exhibit D

SITE IMPROVEMENTS AGREEMENT

Form of Partial Release of Letter of Credit

Certificate for the Reduction of
Amounts Available Under
Irrevocable Letter of Credit No.
Dated (the "Letter of Credit")

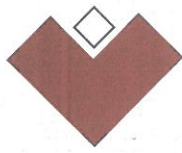
The undersigned, a duly authorized agent of the Town of Poncha Springs, Colorado ("Beneficiary"), hereby certifies to (the "Issuer") with reference to Irrevocable Letter of Credit No. dated (the "Letter of Credit") issued by the Issuer in favor of the Beneficiary, that:

- a. Beneficiary hereby notifies you that, pursuant to that certain Subdivision Improvements Agreement for the Project dated ("Site Improvements Agreement") by and between the Beneficiary and, the Beneficiary has agreed that the amount available under the Letter of Credit shall be reduced by the amount of \$, as of the date of this Certificate.
b. Following the reduction referred to in Paragraph (1) above, together with all prior reductions, the amount available under the Letter of Credit to the Beneficiary is \$.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this day of.

TOWN OF PONCHA SPRINGS, a Colorado municipal corporation

By:
Its:



September 23 2020

Irrevocable Letter of Credit No. 2020-01

Account Party: Quarry Station, LLC
6820 S. Highway 17
Alamosa, CO 81101

Beneficiaries: Town of Poncha Springs, Colorado
333 Burnett Avenue
Poncha Springs, CO 81242

And

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

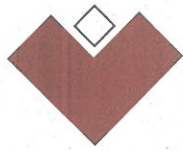
Ladies and Gentlemen:

We hereby open our irrevocable credit in your favor for the sum or sums not to exceed a total of Five Hundred One Twenty-One Thousand Four Hundred Fifty-Five and No/100ths Dollars (\$521,455.00) to be made available by your request for payment at sight upon the presentation of your draft accompanied by the following statement:

A signed beneficiary statement executed by the Mayor and Town Administrative Officer of the Town of Poncha Springs, Colorado, that Quarry Station, LLC has done any of the following:

- a) Failed to comply with any of its obligations relating to its obligations under the Subdivision Improvements Agreement for Quarry Station Subdivision Phase 2 dated September 8, 2020 (hereinafter sometimes referred to as "SIA") and Phase 3 sewer.
- b) Filed for bankruptcy or have been forced into bankruptcy or receivership by creditors;
or
- c) Failed to renew or substitute acceptable security for performance of obligations, as described in a) above.

A Federal Reserve wire transfer shall be used by the Bank to transfer funds to the Town upon presentation of the draft hereof and the signed beneficiary statement described above. The Bank shall be responsible for all wire transfer fees. The Town banking account transfer number shall be provided at the time payment is requested.



The Town will execute a Certificate of Completion when the improvements described in the SIA are installed, tested and are shown to meet the Town's specifications and approved plans. The two (2) year warranty period will begin when the Certificate of Completion is issued. Upon issuance of the Certificate of Completion this Letter of Credit shall be reduced to 20% or \$104,291.00. Partial releases of this Letter of Credit may be requested by Bank as set forth in the SIA.

Letter of Credit 2018-1005 is no longer in effect. This Letter of Credit (2020-01) is valid until October 5, 2022 provided, however, that this Letter of Credit will be automatically extended without amendment for successive periods of two (2) year from the present or any future expiration date thereof, unless at least forty-five (45) days prior to any such expiration date San Luis Valley Federal Bank provides written notice to the Town of Poncha Springs, Colorado, at 333 Burnett Avenue, Poncha Springs, CO 81242, of its election not to renew this Letter of Credit for such additional one (1) year period. The notice required hereunder will be deemed to have been given when received in fact by you.

If legal proceedings are initiated by any party with respect to the payment of this Letter of Credit, the Bank hereby agrees that such proceedings shall be subject to the laws of the State of Colorado and the jurisdiction of Colorado courts. If such legal proceedings are initiated, the Bank hereby agrees to interplead into the Court Registry all funds demanded by the Town under claim against this Letter of Credit.

The Bank warrants it is in good financial standing in accordance with all United States Federal Reserve Bank standards and all applicable Federal Deposit Insurance Corporation standards. The Bank further warrants that it shall provide notice to the Town within five (5) days of receipt of any notice of violation of any Federal Bank standards or of any pending acquisition or merger or other action of any regulatory agency which may affect the Bank's ability to honor the terms of this Letter of Credit.

This Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits, 2007, Revision, International Chamber of Commerce Publication No. 600.

Sincerely,

Walter Roybal
Vice President of Commercial Lending
NMLS #1692596

Fees and Charges for Water and Wastewater Services, effective February 2016

Item 7.

Description of Fee, Rate or Charge	Code Section	Special Charges	Residential 3/4" line (1)	Accessory Dwelling Unit (2)	Commercial 3/4" line	1.0" line	1.5" line	2.0" line	3.0" line	4.0" line
Water System Development & Associated Fees										
System Development Fee	13-3-20 (c)		\$ 8,512	\$ 4,256	\$ 8,512	\$ 14,270	\$ 28,316	\$ 52,472	\$ 106,742	\$ 217,534
Surcharge in High Zone	13-3-20 (d)		\$ 1,936	\$ 967	\$ 1,936	\$ 2,904	\$ 4,352	\$ 6,530	\$ 9,797	\$ 14,695
Irrigation only (plus 50% of applicable surcharge above)	13-3-20 (e)		\$ 4,256	-	\$ 4,256	\$ 7,135	\$ 14,158	\$ 26,236	\$ 53,371	\$ 108,767
Water Meter - Disc	13-2-90		\$ 352	-	\$ 352	\$ 469	\$ 770	\$ 1,477	-	-
Water Meter - Turbine	13-2-90		-	-	-	-	\$ 1,629	\$ 1,928	\$ 2,319	\$ 3,387
Water Meter - Compound	13-2-90		-	-	-	-	-	\$ 3,382	\$ 4,081	\$ 5,623
<small>Note: Meter prices are based on supplier prices and, therefore, are subject to change outside of the City's control.</small>										
Wastewater System Development Fees										
System Development Fee for water & sewer customer	13-3-20 (c)		\$ 5,206	\$ 2,603	\$ 7,808	\$ 16,918	\$ 30,190	\$ 42,199	\$ 79,834	\$ 132,732
Fee per 1.0 EQR if no municipal water service	13-3-20 (c)	\$ 5,206	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
					150%	217%	178%	140%	189%	166%
Monthly Water Rates and Charges for Service *										
Service charge **	13-3-30 (b)		\$ 18.11	\$ 9.05	\$ 18.11	\$ 24.08	\$ 36.21	\$ 48.16	\$ 72.24	\$ 96.32
Water maintenance charge			\$ 6.28	\$ 3.14	-	-	-	-	-	-
Volume (usage) charge (based on 1,000 gallons water delivered)										
Tier I (up to 13,333 gallons/month) *			\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66
Tier II (over 13,333 gallons/month)			\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21	\$ 2.21
** 2,000 gallons usage included in residential service charge										
Demand fee up to 100,000 gallons			-	-	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28	\$ 6.28
Demand fee 101,000 to 500,000 gallons			-	-	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85
Demand fee 501,000 to 1,000,000 gallons			-	-	-	\$ 47.12	\$ 47.12	\$ 47.12	\$ 47.12	\$ 47.12
Demand fee over 1,000,000 gallons			-	-	-	-	\$ 62.83	\$ 62.83	\$ 62.83	\$ 62.83
Monthly Wastewater Rates and Charges for Service *										
Service charge	13-3-30 (b)		\$ 18.96	\$ 9.48	\$ 19.64	\$ 27.41	\$ 40.91	\$ 61.36	\$ 77.72	\$ 96.13
Residential volume charge (based on winter water usage)			\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25
** 2,000 gallons usage included in residential service charge										
Commercial volume charge (based on actual water usage)			\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32	\$ 2.32
Sewer only service charge - per equivalent living unit		\$ 32.75								
Other										
Permanent disconnection of water line	13-2-210	\$ 50.00								
Accessory Structure Service Charge Suspension Agreement	13-3-10(a)(1)	\$ 40.00								
System Development Fee Deferral Agreement	13-3-10(a)(1)	\$ 40.00								
Bulk water - untreated (per 1,000 gallons)	13-3-30 (a)	\$ 2.50								
Bulk water - treated (up to 1,000 & per each add'l 1,000 gallons)	13-3-30 (a)	\$ 6.00								
Bulk water - treated (minimum charge)	13-3-30 (a)	\$ 6.00								
Sewer dump at automated facility	13-3-30 (a)	\$ 10.00								
Inactive account (sewer only customers) per month	13-3-30 (g)	\$ 16.38								
Returned check charge	13-3-30 (f)	\$ 21.00								
Final billing and new account charge	13-3-30 (f)	\$ 62.00								
Sewer only final billing and new account charge	13-3-30 (f)	\$ 31.00								
Temporary water disconnection fee - once annually	13-3-50	\$ -								
Temporary water disconnection fee - more than 1x per year	13-3-50	\$ 40.00								
Delinquent Charge - water service	13-3-50 (b)	\$ 3.50								
Delinquent Charge - wastewater service	13-3-50 (b)	\$ 3.50								
Period of time after which service is subject to termination	13-3-50 (c)	45 days								
Water termination (shut-off) fee	13-3-70 (d)	\$ 40.00								
Account reinstatement charge (waived if shut-off fee paid)	13-3-80	\$ 40.00								

Notes

- (1) All fixed fees are multiplied by the number of units associated with each account.
- (2) Fees for accessory dwelling unit apply unless use of property is legally restricted.



**Quarry Station
Construction Schedule
9/17/2020**

**Prepared by: Crabtree Group, Inc.
Owner: Quarry Station, LLC**

Notes: Phase 2 start date is targeted for late October/early November, not a hard date. Schedule subject to weather, contractor performance, etc. Phase 3 start date unknown.

					Week Starting										
					11/2/20	11/9/20	11/16/20	11/23/20	11/30/20	12/7/20	12/14/20	12/21/20	12/28/20	1/4/21	
	Task	Duration	Start	End											
Phase 2	Sewer Main	60	11/2/2020	1/1/2021											
	Sewer Services	7	1/1/2021	1/8/2021											
Phase 3	Sewer services	21	TBD	TBD											



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020

ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
--	------------------------------------

ITEM:

Council Action Approve Final Payment for the 2019 Sewer Reconstruction Phase 2, Project No 2018-014

BACKGROUND:

The City of Salida owns and maintains the wastewater collection system within the service areas of Salida and Poncha Springs. The City has a maintenance program that includes scheduled line cleaning and inspection of mains. Capital improvement programs including line rehabilitation and replacement are necessary to address system deficiencies, ensure reliable service, and replace infrastructure that is nearing the end of its useful life. The useful life of a sewer main can depend on multiple factors such as structural issues/breaks, offset joints, and gaps in joints which can introduce water infiltration and roots.

Much of Salida's collection system consists of clay pipe, whereas, newer piping consists of plastic PVC material. The standard minimum size for new construction is 8-inch diameter pipe. 8-inch diameter pipe can be rehabilitated at a later date by utilizing a liner product that does not require the main to be dug up. Some of the existing clay mains nearing the end of their useful life are 6-inch mains. 6-inch mains can not be effectively maintained with a liner, therefore, the preferred option for rehabilitation is replacement of the main and upsizing to 8-inch, which is what this project primarily consisted of.

Bids for the project were received on November 27th, 2018. The project was awarded to Avalanche Excavating, Inc. Change orders were approved in 2019 and in 2020 to modify the scope and budget.

FISCAL NOTE:

City Council awarded a Construction Contract Avalanche Excavating, Inc. on January 8th, 2019. The total project budget including change orders is \$426,073.01. All work was completed within budget and was accepted by Public Works. The final project construction cost was \$426,073.01. The 10% retainage in the amount of \$42,607.30, has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on September 22nd and 25th, 2020.

Avalanche Excavating, Inc provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION:

To approve final settlement to Avalanche Excavating in the amount of \$42,607.30 for the 2019 Sewer Reconstruction Project Phase 2.

SUGGESTED MOTIONS:

A Council person should make a motion to "combine and approve the items on the consent agenda."

Followed by a second and then a voice vote.



letter

1 message

Adam Martinez <adambmartinez991@gmail.com>
To: Erin Kelley <Erin.Kelley@cityofsalida.com>

Sun, Sep 20, 2020 at 9:13 PM

erin can you have the council and mayor address this at the next meeting put it in the packet omplaints regarding the mask mandate and eldman's property

regarding the mask mandate people in downtown and are not being 6 feet apart they are not social distancing and they are not wearing masks and i talk to andrea at public health she refuses to do anything about it and she gave me this response reetings, Adam. We are following the below steps in supporting our business community with the mask mandate. Please note that this is for indoor public spaces only. It does not include outdoor spaces. People are not required to wear a mask outdoors. In addition, if there is a health condition present or if a child is 10 and under, masks are not required.

We will visit each business and provide education and outreach 2x.

If business does not comply, we will issue a cease and desist letter without a fine.

If the above does not promote compliance, we will issue a cease and desist letter with a fine up to \$1000.

If the above does not promote compliance, we will take the business to court.

In addition, I have interviews today for a compliance officer/community outreach coordinator, to field these concerns and complaints and to work with the community so that there is 100% mask wearing compliance in indoor public spaces. Again, the mandate does not include the outdoors.

This is found on the state health department website:

The order requires people in Colorado who are 11 years and older to wear a covering over their noses and mouths:

- When entering or moving within any public indoor space.
- While using or waiting to use public (buses, light-rail) or non-personal (taxis, car services, ride-shares) transportation services.

People who do not have to wear a mask include:

- People who are 10 years old and younger.
- People who cannot medically tolerate a face covering.
- Children ages 2 and under should NOT wear masks or cloth face coverings.

Please discontinue your inappropriate communications to me. I must prioritize my time on efforts that promote the health and safety of our county.

the city was polite in letting them do their bussiness outside but the bussiness owners are taking advantage of that and should have had the opportunity to do their bussiness outside and the virus spreads more outside then instead according to the CDC and city and the county refuse to be the role model for the town of salida and we need our leaders to take accountability and responsibility enforce the mandate and i do not want to see salida shut down again and there are 10 cases in salida and alot of cases in pueblo and i want see more leadership in the city adminisration and obeying this law and also on there for why is russ and his crew give eldman 60 days to clean her property up and i feel that she should not be on the property and she is taking the boards of of the house which she is not supposed to do and the police are trying to have it both ways and setting a double standard and favoring mrs. eldman she doesn't own that property and me and my family want her off of the property i will file an injunction if they chief johnson and his crew cannot address the issue and that is not what we asked for and she shouldn't have not gotten the permission from russ to be there please read my conerns at the next meeting e-mail me back adam

Dear Mayor PT Wood and Members of Salida City Council:

We, at Central Colorado Showing Up for Racial Justice (CCSURJ) & the co-signers of this letter, would like to see Salida become a Safe Space for BIPOC, and the LGBTQ+ community. A first step in establishing that Salida is putting in the work to earn the trust of both our disenfranchised community members and those who visit here, is to amend our policing strategies to be more community driven and non-discriminatory. We seek accountability within the Salida Police Department, and a willingness to make informed, evidence-based reforms that benefit us all. The City of Salida's stated mission strives for thoughtful and inclusive decision-making by preservation of Salida's uniqueness and with a focus on positive outcomes. This is also true for a city working to be a leader in racial justice and anti-racism at the local level. Our local criminal justice system is a unique ecosystem and because of this, one of the reasons people move to and enjoy Salida is the hope of a safe community.

1. First, we demand a period of budget freeze for 2021. The 2021 Working Budget allocates \$2,400,567 to Police (a 6% increase from 2020) and at the same time, projects a 3% decline in recurring revenue and an expectation to use reserves to cover pandemic induced shortfalls. Community Investment funds like Community Development, Arts & Culture and Parks & Rec are all anticipating reductions in 2021. We request the establishment of an open system of documentation between employees of the Salida Police Department and the community they serve. These documents will inform future budgetary discussions, and serve to increase accountability. We ask for full transparency and public access. The information we seek includes:
 - a. Contact reports between every officer and civilian interaction, including officer-initiated contacts.
 - b. Racial profiling forms filed along with contact reports.
 - c. The nature of every call received by dispatch. IE Violent Crime, Domestic Violence, Theft, Mental Health, Homelessness, etc.
 - d. The nature of every call dispatched.
2. Second, we require the reallocation of \$53,500 from the proposed 2021 budget increases. As a sign of good faith to community investment, we also request the \$53,500 to be reinvested to existing local social services groups with specific intention to enact and safeguard equitable justice for marginalized people. Specifically, Full Circle Restorative Justice, The Alliance, Chaffee County Homeless Coalition and SolVista. Re-allocation will steer monies into social services to both

build safer communities and ease the police workload that is overly demanding and can be deadly. This long-term strategy works to invigorate social safety nets to reduce crime and results in keeping both citizens and cops safe by reducing unnecessary interactions.

3. Finally, we request the position(s) of School Resource Officer (SRO) be terminated immediately. This position does not serve our community well for the following reasons:
 - a. There is no research that supports the misconceptions that the presence of law enforcement officers makes schools safer.
 - b. The Salida School Resource Officers have a reputation of using excessive force against children and discriminately targeting students of color.
 - c. The presence of SRO increases the risk of Black and Latinx students having their behavior criminalized, with lifelong repercussions.
 - d. As parents, raising children in Salida, we would like to sever the School to Prison Pipeline.

We believe it is critical that Salida rethink how it spends our money to achieve a safer and more just way of life for all of its residents and approval of these requests would be a statement step of which Salida could be proud. We look forward to your public response to the above and wish you a happy and healthy election season!

In Community and Together,

CCSURJ Leadership Team

Erica Armstrong
 Allison Arnold
 Missy Brand
 Dawn Catalano
 Marny Danneburg
 Gabriella Emslie
 July Fritz
 Shawn Hill
 Kerry Hodgkins

Shane Hogenson
 Kat Jahnigen
 Meg Kahn
 Robin Marie Kok
 Katie Kowalski
 Dustin Krupa
 Kinsey Krupa
 Dr. Dan Lombardo
 Megan Lombardo
 Aaron Mandelkorn
 Brink Messick
 Mark Monroe

Margie Norman
 Morgan Reitmeyer
 Brooke Retherford
 Rev. Melinda Roberts
 Nicolle Ryan
 Chris Sanders
 Jimmy Sellars
 Megan Strauss-Baxter
 Leah Underwood
 Kim Wimprine
 Dalio Zippin



Public Comment <publiccomment@cityofsalida.com>

Public Comment

1 message

Shawn Hill <shawn@hillacious.com>
To: publiccomment@cityofsalida.com

Mon, Oct 5, 2020 at 12:20 PM

Dear Salida City Council Members,

I strongly support using evidence-based knowledge to inform our budgetary decisions and policies as outlined by Central Colorado SURJ. Bringing in outside counsel, such as the Center for Policing Equity, seems to be the most prudent way to determine how our money can best be utilized to achieve our objectives.

I'd like to add that as a parent of two students in the Salida School District, I would like the city to consider exploring alternatives to having Law Enforcement agents in our schools. Schools are not safer because of their presence. Additional mental health professionals, conflict mediators, or social workers may be more appropriate options in safeguarding the well-being of our community's children.

Thank you for your time,

Shawn Hill



Public comment: police budget

1 message

Missy Brand <mbrand27@gmail.com>
To: publiccomment@cityofsalida.com

Mon, Oct 5, 2020 at 10:36 AM

Council Members and Mayor Wood,

You have in your packet a letter submitted to you by your constituents that outlines three major requests for improving the Salida Police Department. All of them are substantiated by evidence, and rigorous studies.

These include the elimination of the position of School Resource Officer(s). There are multiple alternatives that are more effective in protecting our students through preventative measure, without criminalizing their behavior.

We at Central Colorado SURJ ask that the budget for SPD be frozen for the fiscal year of 2021. This will allow us time to collect and analyze data.

Moving forward, every penny needs to be justified. Police departments across the nation are no longer entitled to over 30% of municipalities' budgets.

We ask the department to collect and record all relevant information going forward. We'd like to work together, with an allowable amount of transparency, to establish accountability, trust, and cooperation. With adequate information, we can more appropriately allocate funds.

One immediate action we can take, while we wait on this prescient information, is to divert the \$53,500 for a new police car towards restorative justice organizations, and alternatives to punitive measures.

This country has been tough on crime for decades. As made evident by our absurd incarceration rates and thousands of innocent lives lost, the old way isn't working. Not surprisingly, systems founded on white supremacy act as agents of systemic racism.

It is going to take a lot of work to dismantle these archaic ways. We all need to put in the work to make Salida a safe space for BIPOC. Please start with these small steps. Do not be limited by lack of precedent or imagination. Lead our community in taking measures to be actively anti-racist.

Thank you,

Mary Melissa Brand

Proclamation

Celebrating Diversity and Encouraging Tolerance and Respect

Whereas, the Salida City Council has consistently and repeatedly denounced all forms of prejudice, discrimination, intolerance, and intimidation; and

Whereas, the Salida City Council recognizes that respecting individual dignity, celebrating diversity, and promoting tolerance are the responsibilities of citizens and elected officials alike; and

Whereas, the Salida City Council embraces the broad social, ethnic, racial, and cultural diversity represented by Salida residents, Salida Public Schools and Colorado Mountain College students, and visitors to our community; and

Whereas, the City of Salida desires to promote social harmony among residents and visitors to our community; increase participation in government, business, media and social life among all parts of the community; and a commitment to resolving issues collaboratively through civil discourse and finding common ground; and

Whereas, recent national events have cast light upon the effects of systemic racism across the United States of America, and the Salida City Council desires to denounce racism in all its forms; and

Whereas, respect for diversity and tolerance is a cornerstone of community building.

Now, therefore, the Salida City Council does hereby proclaim and declare Salida, Colorado as a hate-free zone and condemns racism and any acts causing fear, intimidation, harassment, and harm motivated by bias or prejudice, and furthermore, declares and affirms 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.

P.T. Wood, Mayor

Date

Proclamation

October as 2020 Arts Month

Whereas, the arts and creative industries enhance and enrich our lives;

Whereas, the arts play a unique role in the lives of our families and community;

Whereas, Salida is recognized as a Certified Colorado Creative District;

Whereas, Salida is home to many creative industries including Breweries, Distilleries, and Culinary Artists;

Whereas, Salida is home to many musicians, authors, poets, performing and visual artists, dancers, painters, architects, sculptors, film makers, videographers, photographers, jewelers and metalsmiths;

Whereas, Salida is home to many Arts Festivals and Events;

Whereas, Salida is part of the Colorado Creative Corridor;

Whereas, Salida celebrates arts with the Salida Art Walk;

Whereas, Salida is part of the Colorado Creative Corridor;

Whereas, Salida celebrates music with JazzFest and the summer concert series, and

Whereas, Salida promotes the arts to the fullest with a varied slate of offerings at the SteamPlant Event Center and Theater.

Now, Therefore I, P.T. Wood, Mayor of Salida, so hereby proclaim October 2020 Arts Month in Salida.

P.T. Wood, Mayor

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020

AGENDA ITEM NO. 	ORIGINATING DEPARTMENT: Finance	PRESENTED BY: Aimee Tihonovich
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ITEM: Resolution 2020-33 to certify delinquent accounts to the Chaffee County Treasurer.

BACKGROUND: Chaffee County Treasurer Dee Dee Copper requires a certified list of delinquent water, sewer and special charges to be added to the 2020 tax roll and collected in the same manner as other taxes are collected. The attached Resolution authorizes this process and attached is the list of delinquent accounts to be certified. This list shall be updated through the end of the month to reflect any payments received prior to us submitting the list to the County Treasurer.

There are seven delinquent water and sewer accounts requiring certification for 2020. This number is one more than the six accounts certified in 2019. The majority of these accounts are, simply put, delinquent accounts. In past years the majority of these accounts were for distressed properties including, but not limited to; properties in foreclosure, properties of deceased owners where the estate is not paying bills as well as abandoned properties.

STAFF RECOMMENDATION:

Staff recommends passing the resolution.

SUGGESTED MOTION: A Council person should make a motion to approve Resolution 2020-33, a resolution certifying delinquent water, sewer and special charges to the Chaffee County Treasurer to be added to the 2020 tax role and authorizing the Mayor and City Clerk to sign the Order.

Followed by a second and then roll call vote.

Attachments
 Exhibit A, List of delinquent accounts

CITY OF SALIDA, COLORADO
RESOLUTION NO. 33
(Series of 2020)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
CERTIFYING DELINQUENT CHARGES, ASSESSMENTS, OR TAXES TO THE
CHAFFEE COUNTY TREASURER TO BE ADDED TO THE 2020 TAX ROLL.**

WHEREAS, in accordance with C.R.S. §31-20-105, the Salida City Council adopted Article III to Chapter 13 and Article VII to Chapter 4 of the Salida Municipal Code regarding municipal liens for unpaid charges, assessments, and taxes; and

WHEREAS, pursuant to Section 4-7-10 of the Salida Municipal Code, the Salida City Council wishes to certify all delinquent charges, assessments, or taxes to the Chaffee County Treasurer for collection; and

WHEREAS, pursuant to Section 13-3-100 of the Salida Municipal Code, the Salida City Council wishes to certify all delinquent water and sewer charges to the Chaffee County Treasurer for collection.

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. Pursuant to Chapter 4, Article VII of the Salida Municipal Code, "Municipal Liens", all delinquent charges, assessments, or taxes that have not been otherwise collected, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, are hereby certified to the Chaffee County Treasurer to be added to the 2020 tax roll and collected and paid by the Chaffee County Treasurer in the same manner as other municipal taxes are authorized by the law to be collected.
3. Pursuant to Chapter 13, Article III of the Salida Municipal Code, "Certification of Water and Sewer Charges", all delinquent water, sewer, and special charges, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, are hereby certified to the Chaffee County Treasurer to be added to the 2020 tax roll and collected and paid by the Chaffee County Treasurer in the same manner as other municipal taxes are authorized by the law to be collected.
4. The City Clerk has authority to accept payments until Noon on October 28, 2020. If payments are received prior to this deadline, those accounts will be removed from Exhibit A. An updated Exhibit A will be certified to the Chaffee County Treasurer and a copy will be presented to the Salida City Council at the regular meeting on November 2, 2020.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 2020.

CITY OF SALIDA, COLORADO

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

Water and/or Wastewater Accounts

Account	Contact	2020 Lien Amounts	Parcel Number	Address	LegalDescription
01-000001735-00	KIRK AND ALVERA LEITNER	558.19	380705322120	1425 F Street, Salida, CO 81201	LOTS 16 THRU 18 1/2 & WLY 5FT LOT 19 BLK 149 KELSEY'S ADD SALIDA REC 277621 M9500005594 LOCATED ON LAND LOT 63 LEWIS THOMPSON ADD SALIDA B522 P675 M9500008038 LOCATED ON LAND
01-000007082-00	KRISTEN EDELMAN	269.58	380704300137	610 Walnut Street, Salida, CO	
01-000007112-00	LEWIS T. OVERSOLE	1,497.11	380704300143	633 Walnut Street, Salida, CO 81201	LOT 47 LEWIS THOMPSON ADD SALIDA REC 297304 M9500007640 LOCATED ON LAND
01-000006816-00	MICHAEL SHEARER	625.19	368131404010	548 Poncha Blvd, Salida, CO 81201	LOT 17 W'LY 12.5 FT LOT 15 BLK 213 SALIDA ON MESA ADD SALIDA B356 P24 & 25 B355 P887
09-800474083-00	ROBIN D. & AMY E. GREEN	292.62	380510100142	602 Poncha Avenue, Poncha Springs, CO 81242	LOT 2 DE ANZA VISTA SUBDIVISION PLAT 324559 REC 344829
99-000008430-00	WESTERN DEVELOPMENT & INV. INC.	453.77	380704300161	1531 East Highway 50, Salida, CO 81201	TRACT I SMITH & GUHL BLA BEING TRACT IN SW4SW4 4-49-9 PLAT 323430 REC 324648 TREASURER
01-000008268-00	WINDMILL RESTAURANT	493.53	380704214004	588 East First Street, Salida, CO 81201	LOTS 20 THRU 25 BLK A AND PT LOTS 2 3 BLK C BABCOCKS ADD SALIDA REC 279863 REC 279862 TREASURER
7		4,189.99			



REQUEST FOR CITY COUNCIL ACTION

Meeting: October 6, 2020

ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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ITEM:

Citizen appointments to the Planning Commission – Resolution 2020-34

BACKGROUND:

The PC is made up of seven regular members and two alternate members. We have recently had two members resign: Regular Member Kit Steimle and Alternate Matt Chambers. The current makeup of the Commission is as follows:

<u>Member</u>	<u>Term Expires</u>
Greg Follet, Chair	06/07/2024
Francie Bomer, Vice Chair	04/21/2023
Dori Denning	03/21/2024
Judith Dockery	04/21/2023
Giff Kriebel	01/01/2023
Douglas Mendelson	06/03/2022
Michelle Walker	06/07/2024
<i>Matthew Chambers, Alternate</i>	<i>03/21/2024 Resigned now vacant</i>
<i>Vacant Alternate</i>	<i>10/06/2024</i>

The Council is scheduled to interview three candidates at the October 5, 2020 Council Work Session: Thomas Waryold, David B. Haynes and Suzanne Copping.

SUGGESTED MOTIONS:

A Council person should make a motion “to approve Resolution No. 2020-34 a resolution of the City Council for the City of Salida, Colorado approving the following appointment(s) to the Planning Commission:

1. _____ as an alternate member, term to expire March 21, 2024; and
2. _____ as an alternate member, term to expire October 6, 2024.”

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 34
(Series of 2020)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING CITIZEN APPOINTMENTS TO THE PLANNING COMMISSION
PURSUANT TO SECTION 2-7-10 OF THE SALIDA MUNICIPAL CODE.**

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code (“SMC”), the City Council shall select and appoint person(s) to serve as members of the City of Salida Planning Commission; and

WHEREAS, there are two alternate member vacancies on the Planning Commission and after soliciting and interviewing candidates, the City Council wishes to fill these vacancies for prescribed terms; and

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

WHEREAS, in accordance with Section 2-7-10 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 hereby appoints _____ as an alternate member of the Salida Planning Commission; term to expire March 21, 2024; and
2. The City Council hereby appoints _____ as an alternate member of the Salida Planning Commission; term to expire October 6, 2024.

RESOLVED, APPROVED, AND ADOPTED this 6th day of October, 2020.

CITY OF SALIDA, COLORADO

By _____
Mayor PT Wood

[SEAL]
ATTEST:

City Clerk



APPLICATION FOR CITY OF SALIDA COMMITTEES, BOARDS, AND COMMISSIONS

DATE 8/19/2020
NAME Thomas Waryold
ADDRESS 724 E. Clarion Dr
CITY Pueblo West STATE CO ZIP 81007
TELEPHONE # (home) 719 303 7667 (work)
(cell) 719 303 7667
FAX # E-MAIL waryoldthomas3@gmail.com

APPLYING FOR:

- Board of Adjustment
Board of Appeals
Historic Preservation Commission
Planning Commission
Recreation Advisory Board
Salida/Chaffee County Airport Board
SteamPlant Commission
Tree Board
Public Art Commission
Other

Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

BA Science, Appalachain State University
Carteret County, NC Planner
AECOM, GIS Analyst
Lincoln CO, NC Senoir GIS Specailist

PERSONAL AND JOB RELATED INTERESTS:

Gardening, Cycling, Geography

REASONS FOR APPLYING:

New To Area, want to serve and get to know Community

Thank you for applying. Salida City Council

Please return the completed application to:

City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
or email to:
Clerk@cityofsalida.com



**APPLICATION FOR CITY OF SALIDA
COMMITTEES, BOARDS, AND COMMISSIONS**

DATE 9/2/2020
NAME David B Haynes
ADDRESS 365 Ponch Blvd.
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) 704-989-2943 (work) 719-207-4450
(cell) 704-989-2943
FAX # _____ E-MAIL staff@fantasygamesandcomics.com

APPLYING FOR:

- | | |
|---|--|
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Salida/Chaffee County Airport Board |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> SteamPlant Commission |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Tree Board |
| <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Recreation Advisory Board | <input type="checkbox"/> Other _____ |

Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

I have a BS degree in Visual Communication (Marketing, TV, Radio, News) and an AS degree in Business. I have owned, or successfully managed, multiple businesses over the last 30 years. Locally, I own the hobby shop. Prior to that, I did business consulting; which landed me the job of running "K's Dairy Delite," in Buena Vista. They went from doing \$600k a year to close to \$1million, when I left.

PERSONAL AND JOB RELATED INTERESTS:

The wildlife and wilderness, in this area, is special. I enjoy hiking the beautiful mountains as well as fishing the vibrant rivers and local lakes. My business gives the young and the old a place to come together and remember what it is like to enjoy each others company, in person and in safety.

REASONS FOR APPLYING:

Having lived in Chaffee county for eight years, with the last being here in Salida, I have watched the fast growth over that time. I want to help with that growth while maintaining Salida's, and Chaffee county's, rich history.

Thank you for applying. **Salida City Council**

Please return the completed application to:

City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
or email to:
Clerk@cityofsalida.com



**APPLICATION FOR CITY OF SALIDA
COMMITTEES, BOARDS, AND COMMISSIONS**

DATE September 16, 2020
NAME Suzanne Copping
ADDRESS 105 Crestone Mesa Drive
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) same as cell (work) 719-225-0289
(cell) 443-603-6141
FAX # _____ E-MAIL suzannecopping@yahoo.com

APPLYING FOR:

- | | |
|---|--|
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Salida/Chaffee County Airport Board |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> SteamPlant Commission |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Tree Board |
| <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Recreation Advisory Board | <input type="checkbox"/> Other _____ |

Please fill out the following information about yourself and why you are applying for this position. (Attach resume or extra sheets if necessary)

BACKGROUND AND/OR EXPERIENCE (Business and/or Personal):

Relevant Education:
 Bachelor of Arts in Industrial Design, Rhode Island School of Design, 1997.
 Masters Degree in Historic Preservation, University of Maryland, 2003. Included coursework in urban and community planning; planning history; preservation and growth management.

Relevant/Recent Professional:
 National Park Service, 2005-2017, Washington, DC and Annapolis, MD. Program manager/supervisor for National Heritage Areas and National Historic Trails programs. Skilled in building and maintaining robust partnership networks, and advising agencies and non-profit organizations nationwide on how to develop sustainable partnerships centered around heritage tourism and resource conservation. Also, worked with agencies and non-profit partners in the 6-state Chesapeake Bay Watershed on stewardship projects and programs to preserve and promote cultural and natural resources and heritage and recreation-based tourism.

Bureau of Land Management, 2017 to present, Canon City, CO. Associate District Manager for Rocky Mountain District; oversee and direct budget, policy and personnel for Gunnison, San Luis Valley and Royal Gorge field offices.

PERSONAL AND JOB RELATED INTERESTS:

Job-related:

Public lands management; resource stewardship; community interpretation and sense of place; public-private partnerships

Personal:

Trail running and hiking; camping and travel; cooking and reading. SMT Trail steward; volunteer for Run Through Time and 7000' Feet-sponsored running events.

REASONS FOR APPLYING:

A 3-year permanent resident of Salida, I'd like to become more involved in city deliberations and decision-making around growth and change in a rapidly developing Colorado. My preservation and arts education, and my professional experience as a resources and recreation project manager, program supervisor, and chief of operations have honed my skills in strategic thinking, considering alternatives within a larger planning context, and problem-solving. I think my background and experience would transfer well to a seat on the planning commission, with the range of proposals that crosses the city's desk, as well as with upcoming revisions to land use planning.

My husband and I moved to Salida after I accepted a position with the BLM. After 20 years living and working in the urban mid-Atlantic, we love the character and energy of Salida, and plan to retire here in 10-15 years' time. In the meantime, I am interested in more actively participating in the civic and community changes occurring now that will have impacts over the next several decades. I am interested in helping our city follow a sustainable path that balances growth with conservation of our community's character, and addresses the infrastructure and support needs of long-time residents as well as newcomers.

To note, my interests in serving are unrelated to my professional work and relationships, and I have cleared this volunteer opportunity with my ethics person.

Thank you for applying. Salida City Council

Please return the completed application to:

**City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
or email to:
Clerk@cityofsalida.com**



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020

<p>ORIGINATING DEPARTMENT: Administration</p>		<p>PRESENTED BY: Drew Nelson</p>
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ITEM:

Resolution 2020-35 – Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, and Repealing and Replacing Resolution 2020-31

BACKGROUND:

Over the past year, the City of Salida has been participating with Chaffee County, the Town of Poncha Springs, and the Town of Buena Vista on formulating the creation of a Multijurisdictional Housing Authority (MJHA) to serve the residents and workforce of Chaffee County. Working in conjunction with the Office of Housing, the City has participated in the MJHA Steering Committee meetings that have created the attached Intergovernmental Agreement (IGA) that would create the Authority. On September 15, 2020, the City Council unanimously approved Resolution 2020-31, which would have set up the MJHA. Unfortunately, the Town of Poncha Springs has chosen to not join the parties in the agreement, and thus Resolution 2020-31 needs to be repealed and a new agreement (attached) will need to be approved between Salida, Buena Vista, and Chaffee County.

The Authority would have the ability to utilize the following powers under the Colorado Revised Statutes related to workforce and affordable housing:

- Planning
- Financing
- Acquisition
- Construction
- Reconstruction
- Management
- Operations

Utilizing these specific tools, the Authority will be a flexible tool to pursue land and projects across Chaffee County. The Authority will also be enabled to work with municipalities and the County to seek sustainable funding sources, including grants, Certificates of Participation, and potentially requests to voters to approve new taxes to fund affordable housing needs. The IGA is clear that any request for voter approval must also be approved by the governing bodies of individual municipalities.

The Board of Directors for the Authority will consist of nine (9) members – three (3) selected by the Chaffee County Board of County Commissioners, and two (2) from each of the municipalities. The remaining two will be at-large appointees approved by a majority of the local governments (i.e. 2 out of 3 of the participating jurisdictions. The terms of office for Directors will be two-year terms, with the representatives from each jurisdiction overlapping each other.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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The Directors generally will be able to approve routine actions via majority vote; however, certain actions will require a supermajority of 66.6% (or 6 members) in order to be in effect. The measures that require a supermajority include:

- condemnation of property for public use;
- proposal of ballot initiatives;
- creating, incurring, assuming, suffering or entering into any debt or indebtedness of any description whatsoever in the aggregate amount in excess of one million dollars;
- the addition of a new jurisdiction; and
- the termination of the Authority.

The Authority will become active upon approval of the IGA by all of the partners in this venture; however, actual organizational capability is not anticipated to commence until January 1, 2021. The interim period will be spent setting up a second IGA that will identify funding responsibilities of the partners along with the organizational structure of employees, which at this time is anticipated to consist of a contract with Chaffee County to utilize existing staff in the Office of Housing. The subsequent IGA is currently under review by legal staff.

FISCAL NOTE:

There is no fiscal cost for the immediate creation of the Authority; however, the City of Salida will continue to fund its obligations in the same manner as the Memorandum of Understanding that created the Office of Housing. Under that MOU, the City currently expends approximately \$22,000 annually, and will be budgeted to do the same in the 2021 Annual Budget.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2020-35, which would create the Chaffee County Multijurisdictional Housing Authority and repeal and replace Resolution 2020-31.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Resolution 2020-35, approving the Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority and Repealing and Replacing Resolution 2020-31, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION 2020-35
(Series of 2020)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING THE ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE
CHAFFEE COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY, AND REPEALING
AND REPLACING RESOLUTION 2020-31**

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203 allow Colorado governments to cooperate or to contract with one another to provide any function, service or facility lawfully authorized to each local government; and

WHEREAS, Colorado Revised Statute § 29-1-204.5 provides for the establishment by Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, Chaffee County in general, and Salida in particular, has experienced rapid growth over the last decade, and consequently, the demand for attainable, affordable, and workforce housing has grown to exceed the available supply; and

WHEREAS, the business community, community members, public officials and others have expressed a concern that there is currently and will continue to be insufficient workforce housing for workers in and around Salida; and

WHEREAS, on September 15, 2020, the Salida City Council approved Resolution 2020-31, which approved an intergovernmental agreement with Chaffee County, the Town of Buena Vista, and the Town of Poncha Springs; however, on September 28, 2020, the Town of Poncha Springs Board of Trustees voted to not participate in the multijurisdictional housing authority, rendering Resolution 2020-31 null and void; and

WHEREAS, the City Council of the City of Salida recognizes the benefits and advantages of working together with other local governments in Chaffee County to establish and create a multijurisdictional housing authority to provide attainable, affordable, and workforce housing projects and programs for local families and for employees of local employers, and therefore still desires to participate with Chaffee County and the Town of Buena Vista in the establishment of a multijurisdictional housing authority serving the residents and workers of our communities.

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 Establishing Intergovernmental Agreement for the Chaffee County Multijurisdictional Housing Authority, attached as Exhibit A, is hereby approved, and the Mayor is further authorized to sign the Intergovernmental Agreement.
3. City of Salida Resolution 2020-31 is hereby repealed and replaced by this Resolution 2020-35.

RESOLVED, APPROVED, AND ADOPTED this 6th day of October, 2020.

CITY OF SALIDA, COLORADO

By _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

Exhibit A

Establishing IGA for the Chaffee County Multijurisdictional Housing Authority

ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE CHAFFEE COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY

This Intergovernmental Agreement (“Agreement”) is entered into as of the Effective Date, defined below, by and among the Board of County Commissioners of Chaffee County, Colorado (“County”); the Town of Buena Vista (“Buena Vista”); and the City of Salida (“Salida”) (collectively, the “parties”) each of which is a political subdivision of the State of Colorado.

Recitals

The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203 allow Colorado governments to cooperate or to contract with one another to provide any function, service or facility lawfully authorized to each local government.

Colorado Revised Statute § 29-1-204.5 provides for the establishment by Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

Chaffee County has experienced rapid growth over the last decade, and consequently, the demand for attainable and affordable housing has grown to exceed the available supply.

The business community, community members, public officials and others have expressed a concern that there is currently and will continue to be insufficient workforce housing for workers in Chaffee County.

A majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional housing plan.

A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and attainable and affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

The County, Buena Vista, and Salida recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide attainable and affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interests of residents of the County, Buena Vista and Salida.

NOW THEREFORE, the parties desire to create the Chaffee Housing Authority, a Multijurisdictional Housing Authority, a body and corporate and politic and a separate governmental entity of the State of Colorado, pursuant to C. R. S. § 29-1-204.5, by this Agreement, the parties hereby mutually agree as follows:

ARTICLE I
Name

The name of the multijurisdictional housing authority hereby established shall be the “Chaffee Housing Authority,” a Multijurisdictional Housing Authority (the “Authority”).

ARTICLE II
Purpose

It is the purpose of the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in order to provide dwelling accommodations at rental prices or purchase prices within the means of households of low or moderate incomes, and to provide attainable and affordable housing projects or programs for employees of employers located within the jurisdictional boundaries of the Authority.

ARTICLE III
Boundaries

The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the authority, unless said boundaries are modified by the Authority. The boundaries of the Authority shall not include the area incorporated within the Salida Housing Authority, as shown in attached Exhibit A, and the incorporated area of the Town of Poncha Springs.

ARTICLE IV
Establishment and Organization of Governance

- (a) Governance: The Authority shall be governed by a Board of Directors (“Board”). All legislative power of the Authority is vested in the Board as described below.
- (b) Board of Directors. The inaugural Board shall be comprised of nine (9) members. The County shall appoint three members and Buena Vista and Salida shall each appoint two members to the Board and two members-at large shall be appointed upon the approval of a majority of the Member Jurisdictions. Each party shall be responsible for identifying its member(s) to the Board and deciding if it shall be an elected official or a designated member. Additionally, each party shall appoint an alternate or alternates, who may serve in the event a regular member is unable to attend a meeting and the parties, upon majority approval, may appoint an alternate or alternates who may serve in the event a member at large is unable to attend a meeting. When attending as described, alternate members shall have the same powers and duties as regular members.

(c) Duties of Board. It shall be the duty of the Board to govern the affairs of the Authority, to establish policies of the Authority, to comply with parts 1, 5, and 6 of C.R.S. § 29-1-204.5 as amended from time to time, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to the following:

1. Establishing the overall policy approval for the Housing Authority;
2. Establishing Bylaws for the duties and conduct of the Board;
3. Adopting an annual budget;
4. Adopting an annual audit, to be presented to each Member Jurisdiction;
5. Adopting annually an Administrative Plan, Strategic Plan, and/or Community Guidelines for deed restriction management; and
6. To employ, supervise, manage and direct agents and employees.

The Board of Directors will meet every other month to receive formal updates from the Authority's staff. On a (fiscal) yearly basis, the Board will review and approve of the annual budget and Administrative Plan, Strategic Plan, and/or Community Guidelines prior to the start of the fiscal year.

(d) Eligibility, Term of Office, and Filling Vacancies. The following eligibility criteria apply to both the inaugural and subsequent members of the Board:

All members of the Board must be residents of Chaffee County, or in the case that a new governmental entity is permitted to join the Authority, the Board member representing the new governmental entity must be a resident of the county in which the new member entity is situated, and shall have reached the age of 18 years of the effective date of their appointment.

Members of the Board shall serve two-year terms, with reappointment from the appointing jurisdiction at the end of each two-year term, except that, members of the inaugural Board from each appointing jurisdiction shall initially serve staggered terms of one and two years, which will respectively expire on January 31, 2022 and January 31, 2023, as designated by the appointing entity upon the member's Appointment and upon the approval of a majority of the Member Jurisdictions, after which the Members are eligible to serve their remaining two-year terms. The County's three inaugural Board members shall be designated such that one Board member serves a one-year term and the other two members will serve two-year terms.

Members of the Board shall receive no compensation for their services; however, reasonable pre-approved expenses related to the discharge of their duties shall be reimbursed.

Vacancies on the Board shall be filled by appointment from the jurisdiction from which The vacancy arises for the remainder of the unexpired term of the vacating member of the Board.

Voting. Each member of the Board shall have one vote on matters brought before the Board. The Board of Directors shall act only upon a duly executed vote of the Board Members. Each Director shall cast one vote. A vote of the Board shall be deemed duly executed if made by a majority of a quorum of Board Members present. A quorum shall consist of a majority of the Board Members. Board Members unable to attend a meeting must notify the Board in writing in advance of a meeting that a designated alternate will attend in their place.

Notwithstanding the foregoing or any other provision herein to the contrary, the following actions shall require the approval of two thirds (66.67%) of the full Board of Directors:

- i. condemnation of property for public use;
- ii. proposal of ballot initiatives;
- iii. creating, incurring, assuming, suffering or entering into any debt or indebtedness of any description whatsoever in the aggregate amount in excess of one million dollars;
- iv. the addition of a new jurisdiction; and
- v. the termination of the Authority.

Meetings of the Board shall be open to the public and conducted in accordance with C.R.S. 24-6-401, *et seq.* and as amended from time to time.

(e) Officers. The Board of Directors shall establish an Executive Committee, which will include four officers, Chair, Vice Chair, Secretary and Treasurer, who shall be elected or appointed annually by a majority vote of the full Board of Directors and serve a one-year term and the Secretary or Treasurer need not be a member of the Board. A vacancy in any office may be filled by the Board by a majority vote of the full Board of Directors for the unexpired portion of the term. Any officer may be removed by a majority vote of the Board of Directors whenever, in the Board's judgment, it is in the best interest of the Authority.

1. Duties.

- i. The Chair shall preside at all meetings and execute all legal instruments that have been authorized by the Board, on behalf of the Authority. The Chair shall perform all duties incident to the office of Chair and such other duties as may be established by the Board.
- ii. The Vice Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of Chair and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as may be established by the Board.
- iii. The Secretary shall be responsible for the minutes of the Board meetings, assure that all notices are duly given in accordance with the provisions of C.R.S. § 24-6-401, *et seq.* and fulfill other duties as may be established by the Board.
- iv. The Treasurer shall be the financial officer for the Authority and shall oversee the preparation of the Authority's budget, oversee financial transactions, perform all duties incident to the officer of Treasurer,

coordinate with department of revenue regarding the collection of any sales and use tax authorized pursuant to C.R.S. § 29-1-204.5 and fulfill other duties as may be established by the Board. All checks written from an Authority bank account over \$15,000 shall require the signature of the Treasurer and the Chair or Vice Chair.

2. **Salaries and Expenses.** The Board of Directors shall fix the salaries of the officers from time to time and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the Authority. Each officer shall also be entitled to his or her necessary expenses, including traveling expenses, incurred in the discharge of his or her duties.
- (f) **New Members.** The Board of Directors may approve other jurisdictions to join the multijurisdictional housing authority and redefine the Authority's boundaries to include the jurisdiction through a vote, with at least two thirds (66.67%) of the Board membership voting in approval and approval by the governing body of the prospective new member party and each then-existing party. Notwithstanding the foregoing, any new member joining the Authority shall be a governmental entity that either shares a boundary with Chaffee County or is wholly situated within Chaffee County. The sitting Board will dictate the opting-in jurisdiction's financial contribution to the Authority, based on the same formula that establishes the current Authority's Party's own contribution, and will require a resolution to be passed by the incoming jurisdictions governing body prior to entertaining such requests. If a new member joins the Authority, subject to the membership requirements herein, said new member will be represented by two Board members. The addition of any new member shall correspondingly increase the total number of Board members by two members.
- (g) **Conflict of Interest.** No member of the Board and no any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board, and such disclosures shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest, the affected member shall not vote in the Board's determination of a conflict of interest .

ARTICLE V

Source of Revenue

- (a) **Sources of Revenue.** The possible sources of revenue for the Authority may include, but are not limited to, the following:
1. federal, state, local and private grants;
 2. fees associated with property management and/or deed restriction management;

3. interest on interest-bearing accounts;
 4. proprietary revenue of the parties in accordance with this Agreement;
 5. sales and/or use taxes levied in accordance with this Agreement and other applicable law;
 6. ad valorem taxes levied in accordance with this Agreement and other applicable law;
 7. private donations;
 8. development impact fees imposed in accordance with this Agreement and other applicable law; and
 9. revenue or general obligation bonds issued in accordance with applicable law.
- (b) Prerequisites for All Tax Levies and Impact Fees. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax on any property within the boundaries of the Authority, the Board of Directors shall:
1. Adopt a resolution determining that the levying of such taxes will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
 2. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes are proposed to be levied or imposed.
- (c) Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate the Treasurer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.
- (d) Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries of the Authority at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Chaffee County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Chaffee County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.
- (e) Development Impact Fees. The Authority shall not impose a development impact fee unless it also imposes a sales or use tax or an ad valorem tax pursuant to this agreement,

or both and in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time. No development impact fee imposed by the Authority shall be imposed on the development, construction or permitting of low- or moderate-income housing or affordable employee housing. No impact fee shall be imposed by the authority without the prior written consent of the governing party or parties having jurisdiction over the property on which the impact fees are imposed. Any development impact fee imposed by the Authority shall not exceed the rate of two dollars (\$2.00) per square foot of gross floor area of any building constructed thereon.

- (f) Other Sources of Revenue. The parties may make monetary and in-kind contributions to the Authority. The parties shall enter into a Funding Agreement which shall provide, at a minimum, funding for the Authority for the first three (3) full calendar years after the appointment of the Board. The parties acknowledge that such funding may not be adequate to completely fund the Authority for such years. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE VI

Powers and Functions

- (a) Powers. The general powers of the Authority include the following:

The use of any power and responsibility listed below shall be at the discretion of the Board of Directors.

1. To plan, finance, acquire, construct, reconstruct, manage, and operate housing for households located within the jurisdiction of the Authority, in particular, low- to moderate-income households;
2. To plan, finance, acquire, construct, reconstruct, manage and operate housing programs for employees of employers located within the jurisdiction of the Authority;
3. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;
4. To employ agents and employees;
5. To cooperate with state and federal governments concerning the financing of housing projects and programs;
6. To acquire, hold, lease, (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

7. To condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, however, that the use of the condemnation by the Authority shall occur with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;
8. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Article V(c) of this Agreement.
9. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax; provided, however, that the use of taxing authority by the Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval, as more fully described in Article V(d) of this Agreement.
10. To incur debts, liabilities, or obligations;
11. To sue and be sued in its own name;
12. To have and use a corporate seal;
13. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
14. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;
15. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;
16. To perform any act and things authorized by C.R.S. § 29-1-204.5, as may be amended from time to time, under, through, or by means of an agent or by contracts with any person, firm, or corporation;
17. To issue revenue or general obligation bonds according to state law;
18. To establish, and from time to time increase or decrease, a development impact fee and collect such fee from persons who own property located within the boundaries of the Authority who apply for approval for new residential, commercial, or industrial construction in accordance with applicable ordinances, resolutions, or regulations of any county or municipality as more fully described in Article V(e) of this Agreement. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation or any combination of the foregoing, of housing projects or programs as authorized C.R.S. § 29-1-204.5, as may be amended from time to time, and by this section on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as may be amended from time to time.
19. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

(b) Functions. The functions, duties, and emphasis for the Housing Authority as listed herein do not necessarily constitute a complete list; the Board of Directors may choose to work in other functional areas supportive of affordable and workforce housing. Likewise, the list is not intended to suggest that all the functions should be a part of the initial strategic administrative plan for the Authority; the type and number of functions will depend upon the direction of the Board of Directors and the capacity of the Housing Authority to engage in particular areas of work.

1. Permanent staff/services, with some work to be contracted;
2. Provide homeownership and rental assistance programs;
3. Administer CDBG and HOME funding, if applicable;
4. Identify properties that can be developed or redeveloped for affordable and/or workforce housing;
5. Issue double tax-exempt bonds for affordable housing;
6. Create public/private partnerships, including but not limited to, assisting private developers and non-profits in packaging deals and group funding for a variety of resources;
7. Conduct housing habitability inspections for Rental Deposit Guarantee Program or other housing programs;
8. Facilitate education regarding Fair Housing Law and other regulations;
9. Implement measures for privately held deed restricted properties, such as: qualifying buyers and renters for affordable units; marketing available properties; setting affordable prices for new and resale properties; setting up and implementing lottery process; answering inquiries about available affordable units; setting maximum initial and resale prices; and keeping a current list of available properties and who to contact.

Article VIII

Status as a Separate Entity and Political Subdivision

The Authority shall be a political subdivision and a public corporation of the state, a governmental authority separate from the parties to the Agreement, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party withdraws (whether voluntarily, by operation of law, or otherwise) from such Authority subsequent to its creation under circumstances not resulting in the recession or termination of this Agreement, the Agreement establishing such Authority pursuant to its terms. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in C.R.S. §43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the contracting member governmental parties.

ARTICLE IX

Insurance

The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent but in the event the Authority hires employees the Authority shall secure and maintain, Workers' Compensation Insurance and Unemployment Insurance as required by applicable law and automobile liability insurance that meets the requirements of C.R.S. § 24-10-115(1). The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110

ARTICLE X

Provisions

- (a) Term. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of subparagraph (c), below.
- (b) Amendment. This Agreement may be modified or amended only by action of the respective governing bodies of all Member Jurisdictions.
- (c) Termination. This Agreement may be rescinded or terminated by the approval of two thirds (66.67%) of the full Board. In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to the Members who are such at the time of rescission or termination, as tenant-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each Member shall be that proportion with the total dollar amount paid or contributed by such Member to the Authority for all purposes during the life of the Authority by all such Members during the life of the Authority. The term "General Asset" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.
- (d) Withdrawal. Any Member may withdraw from the Authority, with the written consent and approval of the Member's governing body and with at least two thirds (66.67%) of the Board membership voting in approval, as of the end of any calendar year by giving written notice to the Authority at least 90 days prior to the end of such calendar year, provided that such withdrawing Member shall pay all of its obligations hereunder or any effective funding agreement to the effective date of its withdrawal. If a party withdraws

from the Authority, the said party will lose its representation on the Board and that the total number of Board members shall decrease by the number of the party's Board members. Within 90 days of a party withdrawing, the remaining parties shall review this Agreement, the Funding Agreement and all pertinent agreement between the parties concerning the Authority and re-negotiate, redraft or amend the agreements as necessary to continue the duties and obligations of the Authority.

- (e) Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein or effective funding agreement,, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this Agreement by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein or effective funding agreement for the project as of the date of execution of this contract have been legally appropriated for the purpose of this Agreement.
- (f) Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. The parties agree to comply with all applicable federal, state, and local statutes, charter provisions, ordinances, rules, regulations, and standards as are in effect at the time this agreement is executed.
- (g) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.
- (h) Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Chaffee County District Court, State of Colorado.
- (i) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
- (j) No Waiver of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, agents, and employees are relying on, and do not waive or intend to waive by any provision in this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to that party.
- (k) Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representations made other than those

contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

- (l) No Third-Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable to enforce any provision of this Agreement.
- (m) 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.
- (n) Interpretation. Subject only to the express limitation set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) to permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

[Remainder Intentionally Left Blank]

THEREFORE, IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CHAFFEE COUNTY, STATE OF COLORADO

Chaffee County

Town of Buena Vista

By: _____

By: _____

Greg Felt, Chairperson
Chaffee County Board of Commissioners

ATTEST:

ATTEST:

Chaffee County Clerk/Recorder

Date: _____

Date: _____

City of Salida

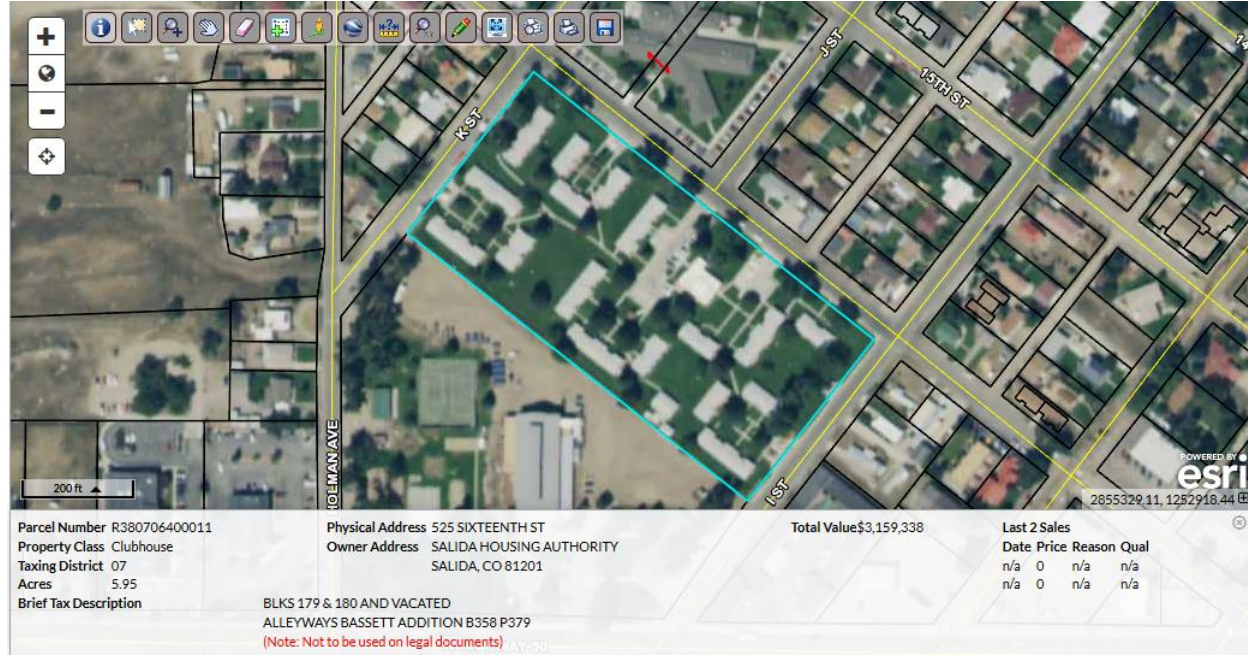
By: _____

ATTEST:

Date: _____

Exhibit A

The boundaries of the Authority shall not include the area incorporated within the Salida Housing Authority, as shown below.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2020

<p>ORIGINATING DEPARTMENT: Administration</p>		<p>PRESENTED BY: Drew Nelson</p>
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ITEM:

Declaration of Extension of State of Local Emergency – COVID-19 Action Plan Implementation

BACKGROUND:

As we are all quite aware, the worldwide COVID-19 pandemic has created an environment where federal, state and local governments Article XVII, Section 2-17-10 of the Salida Municipal Code states that when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency by proclamation. After conferring with the Chaffee County Health Department, on Friday, March 13th, 2020, such an emergency declaration was approved by Mayor Wood to approve the City of Salida COVID-19 Action Plan. The City Council ratified the emergency declaration on March 17th, 2020, extending until April 25th, 2020. Six extensions have been granted for the Declaration, with the most recent one ending on October 7th. This Action Plan provides for a tiered response to local conditions and will be evaluated on a constant basis going forward. The Action Plan is attached for your review, and the City is currently operating at the Tier II level.

Section 2-17-30 establishes a term of no more than ten (10) days of for any emergency declaration. It also provides that the City Council may extend any proclamation issued by the Mayor for a period not to exceed forty (40) days by a two-thirds (2/3) vote. As issues related to COVID-19 continue, it is imperative that the City continues to follow the protocols established in the Action Plan.

FISCAL NOTE:

No direct costs immediately; however, costs may be incurred as this ever-evolving situation goes forward.

STAFF RECOMMENDATION:

Staff recommends approval by the City Council of a Declaration of Extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, as currently established, until November 4th, which is two days after the first regular City Council meeting in November.

SUGGESTED MOTIONS:

A City Councilmember should make a motion to approve a Declaration of extension of Local State of Emergency to implement the City of Salida’s COVID-19 Action Plan, extending until November 4th, 2020, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
EXTENDING A LOCAL STATE OF EMERGENCY
REGARDING COVID-19 (CORONAVIRUS DISEASE 2019)**

FINDINGS AND CONCLUSIONS:

WHEREAS, COVID-19 is a highly contagious virus that has spread to numerous countries throughout the world, including the United States; and

WHEREAS, the virus may cause serious illness or death in certain cases, particularly for elderly and persons with underlying health conditions; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared the worldwide outbreak of COVID-19 a “global pandemic”, pushing the threat beyond the “global health emergency” it had announced in January; and

WHEREAS, on March 11, 2020, the Governor of the State of Colorado declared a state of emergency due to the presence of COVID-19 in Colorado; and

WHEREAS, on March 13, 2020, the Board of County Commissioners of Chaffee County declared a Local Disaster Emergency as authorized under C.R.S. § 24-33.5-703(3) to assist local governments in responding to and recovering from emergency events, including emergency epidemics and pandemics; and

WHEREAS, on March 17, 2020, the Salida City Council unanimously approved an initial Local State of Emergency regarding COVID-19, extending until April 25, 2020; and

WHEREAS, on April 21, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until May 6, 2020; and

WHEREAS, on May 5, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until June 3, 2020; and

WHEREAS, on June 2, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until July 8, 2020; and

WHEREAS, on July 7, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until August 4, 2020; and

WHEREAS, on August 4, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until September 2, 2020; and

WHEREAS, on September 1, 2020, the Salida City Council unanimously approved an extension of the Local State of Emergency regarding COVID-19 until October 7, 2020; and

WHEREAS, the Chaffee County Public Health Department anticipates that, due to the contagiousness of the illness and the fact that numerous travelers from around the world visit the County, Chaffee County will see cases of the virus and its transmission within the community; and

WHEREAS, Article XVII, Section 2-17-10 of the Salida Municipal Code authorizes the Mayor to declare a State of Emergency via proclamation when it appears that the general health, safety and welfare of the inhabitants of the City are threatened by general public unrest or riot, or by attack upon the State; and

WHEREAS, Article XVII, Section 2-17-30 allows for the City Council to extend any proclamation issued by the Mayor under Section 2-17-10 to be extended for a period not to exceed forty (40) days by a two-thirds (2/3) vote; and

WHEREAS, the City’s current State of Local Emergency proclamation will expire on October 7, 2020, which does not coincide with the Governor of the State of Colorado’s Safer-At-Home and in the Vast, Great Outdoors order, which is anticipated to be extended; and

WHEREAS, the cost and magnitude of responding to and recovering from the impact of the COVID-19 virus on local emergency services providers and medical services is anticipated to be far in excess of the community’s available resources; and

WHEREAS, in response to the outbreak of COVID-19 in Chaffee County and the Salida community, and in light of the ongoing risk to public health and safety, at this time it is necessary to extend the existing Local State of Emergency.

NOW THEREFORE, IT IS HEREBY DECLARED BY THE SALIDA CITY COUNCIL:

Section 1. The confirmed presence of COVID-19 in Chaffee County constitutes a Local State of Emergency, as defined in Article XVII, Section 2-17-10 of the Salida Municipal Code, not to exceed a term of forty (40) days.

Section 2. The effect of this declaration of Local State of Emergency shall continue the City’s COVID-19 Action Plan, attached hereto as Exhibit A, authorizing a tiered approach to proactively respond to changes in the COVID-19 situation as well as reflect the recommendations of our Federal, State, and Local Health Departments.

Section 3. This declaration shall be made effective immediately on October 6, 2020, and shall be in effect until November 4, 2020.

APPROVED, DECLARED AND ADOPTED on this 6th day of October, 2020.

CITY OF SALIDA, COLORADO

[SEAL]

ATTEST:

P.T. Wood, Mayor
City of Salida, Colorado

City Clerk



CITY OF SALIDA – COVID-19 ACTION PLAN

Purpose: To provide a comprehensive and tiered Action Plan to City of Salida officials in response to the ongoing COVID-19 pandemic. This Action Plan is intended to slowly escalate to proactively respond to changes in the situation as well as reflect the recommendations of our State and local Public Health Departments. This Action Plan is effective March 13, 2020, until further notice.

Authority: Per Sections 2-17-10 and 2-17-20 of the Salida Municipal Code, when it appears to the Mayor that the general health, safety and welfare of the inhabitants of the City are threatened, he or she may declare a state of emergency proclamation. The proclamation may impose a curfew within the City, may prohibit public or private assemblies, may impose restrictions on movement within the City and may contain other regulations necessary and proper to the maintenance of public peace, order and safety.

Tier I

Heightened Awareness. The CDC and local health authorities have indicated that COVID-19 is in the U.S. and are encouraging citizens to be aware and to focus on sanitization and hygiene.

- Encourage employees to stay home if sick or to go home if exhibiting symptoms while at work. Employees will continue to use sick leave.
 - Identify work spaces where employees can temporarily isolate if they are awaiting transportation to their home or medical care.
 - Wash hands often, also use hand sanitizer often.
 - Cover mouth with arm/elbow if coughing.
 - Heightened amount of environmental sanitation – Lysol, wipes, environmental germicide sprays, etc.
 - Employees should refrain from traveling to conferences and/or meetings in other parts of the Country where cases of COVID-19 are expanding.
 - Acquire/Inspect/Issue Personal Protective Equipment (PPE) to selected City Staff (gloves, masks, etc.).
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Tier II

Statewide Concern. The Colorado Department of Health and Environment (CDPHE) have indicated multiple cases of COVID-19 within the State of Colorado. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier II which, in addition to Phase I steps, include:

- Trial Teleworking and staggered shifts authorized. Departments should, on a very limited basis, begin to set up telework sites for a limited number of employees to lessen the impact on Tech Services.
 - Employees should refrain of physical contact with each other and with members of the public (i.e. handshakes, hugging, etc.). CDC recommends a 6’ distance of separation.
 - Employees should limit or eliminate any outside agency meeting attendance, unless able to be done remotely.
 - City Departments should begin to limit internal meetings.
 - Employees who self-identify as high risk (having compromised immune systems, for example) should work from home. If sick, no sick leave required – will treat as regular time. This provision would temporarily suspend Section 3.5.E. of the City of Salida Personnel Manual requiring medical certification of illness. This includes any part-time employees currently ineligible for sick leave.
 - The City will take direction from State and Local Health authorities.
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Tier III

Chaffee County Concern. Chaffee County Health has indicated multiple cases of COVID-19 within the Region. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier III which, in addition to Phase II steps, include:

- Employees will be directed to stay home (or go home) if they or any family member they live with is exhibiting any symptoms, or if they are high risk. Employees staying home will not be required to use sick leave, but will treat it as regular pay. This provision would temporarily suspend Section 3.5.E. of the City of Salida Personnel Manual requiring medical certification of illness. This includes any part-time employees currently ineligible for sick leave.
- Elimination of any City meetings or events (unless able to be done remotely). Recreation programs shut down, including closure of Salida Hot Springs Aquatic Center, the SteamPlant Event Center, and the Rotary Scout Hut. Specific closure dates shall be established by Department Heads and announced via press release.
- Teleworking and staggered shifts authorized. Departments will continue to roll out additional measures or plans to allow employees to work remotely, when feasible.
- Departments must take additional steps they have identified to limit exposure between employees and between employees and members of the public.

- City buildings reduced staffing authorized. Departments will take steps to ensure City Buildings are minimally staffed, but public spaces are very limited.
 - Heightened level of sanitization of spaces including additional germicide spraying.
 - Selected City Staff have PPE on hand and begin utilization, as appropriate.
 - Public events (other than official meetings of City boards) scheduled to take place in City-owned facilities are suspended until further notice. The Salida community is strongly encouraged to engage in social distancing and to postpone or cancel any gatherings where people will congregate in large numbers and/or in close contact with one another.
 - Other steps as directed by State and Local Health authorities.
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Tier IV

Full implementation of Response Plan. Tier IV may occur at such time as Chaffee County Public Health recommends regionwide social spacing, or schools are shut down, or at such other time as Salida deems it to be in the best interest of the organization and/or community. When directed by the Mayor, City Administrator, or their delegate, the City will move its response to Tier IV which, in addition to Phase III steps, include:

- City Buildings minimally staffed, no public access. Public will be directed to conduct business online, if feasible, or by phone. Non-essential services (City Hall Administration, City Hall Finance, Fire Station Administration, Police Station Administration, Public Works Administration) are closed to the public. Public is encouraged to use digital and telephone communication, website access, online payments, and other ways of communication to conduct business with the City.
 - Departments will fully enact Departmental plans. Teleworking options and staggered shift work maximized. Only essential services ongoing, unless able to be provided through employees working remotely.
 - Incident Command may be set up locally or in coordination with County Authorities.
 - Selected City Staff mandatory use of PPE.
 - Other steps as directed by State and Local Health authorities, including support of their efforts.
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Mayor P.T. Wood is encouraging the greater Salida and Chaffee County community to work together during this time. “It is imperative that we understand the impact of this pandemic on our community, and we know that collective action on preventative hygiene and minimizing social gatherings will significantly reduce the long-term impacts on Salida,” he said. “These short-term measures will build upon our resiliency and strength. We have one goal in mind – to mitigate the possible spread of the disease and avoid a longer-term risk to our community. The City of Salida is asking your cooperation in proactively implementing these measures.”
