



# CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201  
June 06, 2023 - 6:00 PM

## AGENDA

Please register for Regular City Council Meeting

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

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

To watch live

meetings: [https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv\\_5?preview=1](https://c.streamhoster.com/embed/media/W6sdC9/xAllQfSsmmO/vpfQhcsApYv_5?preview=1)

### CALL TO ORDER

**Pledge of Allegiance**

**Roll Call**

**Civility Invocation**

1. Civility Invocation

### CONSENT AGENDA

2. Approve Agenda

3. Approve May 16, 2023 Minutes

4. Approve a Street Closure for Grace Church

5. Approve a Street Closure for Pancake Breakfast-Salida Rotary

6. Approve Two Rivers Southside Subcontractor Performance Bond Reduction

### CITIZEN COMMENT—Three (3) Minute Time Limit

### PROCLAMATIONS

7. Pride Month

8. The Longest Day

### LIQUOR LICENSING AUTHORITY

9. A new Fermented Malt Beverage On/Off Premises Liquor License for Howard General LLC dba Howard General at 108 Old Stage Road, Unit A

### UNFINISHED BUSINESS / ACTION ITEMS

10. **Ordinance 2023-08 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, AMENDING CHAPTER 8, CONCERNING VEHICLES AND TRAFFIC, TO LIMIT EXCESSIVE VEHICLE IDLING WITHIN THE CITY, FINAL READING AND PUBLIC HEARING**

*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.*

**NEW BUSINESS / ACTION ITEMS**

- 11. Asbestos Abatement and Demolition Project – 102 D Street and 233 E. 1st Street
- 12. **Resolution 2023-27** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO TO ALLOW OVERNIGHT CAMPING IN MARVIN PARK ON SEPTEMBER 15 & 16 FOR THE 2023 SALIDA 76 AND CREST CRANK EVENT
- 13. **Ordinance 2023-09** AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, ACTING AS THE GOVERNING BODY OF THE WATER AND WASTEWATER ENTERPRISE OF THE CITY OF SALIDA, IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING AND APPROVAL OF APPLICATIONS FOR CONNECTION TO THE WASTEWATER SYSTEM FOR THOSE PROPERTIES BENEFITING FROM THE PONCHA INTERCEPTOR AND AFFECTED BY ITS CAPACITY LIMITATIONS, AND DECLARING AN EMERGENCY, **EMERGENCY ORDINANCE, FINAL READING AND PUBLIC HEARING**

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

**Council Reports**

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

**Mayor Report**

**Treasurer Report**

**Attorney Report**

**Staff Reports**

**BOCC Report**

**ADJOURN**



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City Clerk | Deputy City Clerk

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Mayor Dan Shore





### **CIVILITY INVOCATION**

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

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We affirm our support for women's rights, including equal pay, equal treatment under the law and in the workplace, and the right to determine choices that impact the direction and personal values of one's life, including all individuals' reproductive health choices.
- 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  
May 16, 2023 - 6:00 PM

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## MINUTES

### CALL TO ORDER

#### Pledge of Allegiance

#### Roll Call

#### PRESENT

- Council Member Justin Critelli
- Council Member Harald Kasper
- Council Member Dominique Naccarato
- Council Member Alisa Pappenfort
- Council Member Mike Pollock
- Council Member Jane Templeton
- Mayor Dan Shore
- Treasurer Merrell Bergin

#### Civility Invocation

### CONSENT AGENDA

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

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

#### THE MOTION PASSED.

- Approve Agenda
- Approve May 2, 2023 Minutes
- Approve Farmers' Market
- Approve 4th of July Event
- Approve Elks Special Event Permit
- Approve Salida Arts Festival
- Approve Employee Handbook Update
- Approval of Professional Services Agreement – Salida Space to Create Predevelopment – 1st and D Redevelopment Project
- Approval of Contract – Harriet Alexander Field – Automated Weather Observation System (AWOS) Replacement and Relocation Project

### CITIZEN COMMENT—Three (3) Minute Time Limit

#### 11. General Citizen Comment

Cory Riggs and Read McCulloch spoke during Public Comment.

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**CITIZEN COMMENT REGARDING FOOD TRUCKS IN CLOSED PUBLIC RIGHTS-OF-SAYS IN DOWNTOWN SALIDA**

Angela Winston, T.W. Winston, Brandon Blake, Ray Kitson, and Rosella Lusk spoke during Public Comment.

**LIQUOR LICENSING AUTHORITY**

A new Fermented Malt Beverage On/Off Premises Liquor License for Howard General LLC dba Howard General at 108 Old Stage Road, Unit A, - **Continue to June 6, 2023**

Council Member Templeton moved to continue the Liquor License Hearing until June 6, 2023, Seconded by Council Member Pappenfort.

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

THE MOTION PASSED.

**UNFINISHED BUSINESS / ACTION ITEMS**

There was no Unfinished Business.

**NEW BUSINESS / ACTION ITEMS**

**Amplified Noise Permit – High Side! Bar and Grill – Public Hearing**

Mayor Shore opened the Public Hearing. City Administrator Drew Nelson presented the request.

Lisa Young had emailed Council regarding the request. Hearing no other comment, Shore closed the Public Hearing.

Council Member Pappenfort moved to approve the Amplified Noise Permit, Seconded by Council Member Critelli.

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

THE MOTION PASSED.

**Resolution 2023-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, ADOPTING THE 2023/2024 POLICY STATEMENT FOR THE COLORADO COMMUNITIES FOR CLIMATE ACTION (CC4CA)**

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

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

THE MOTION PASSED.

**Ordinance 2023-08 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, AMENDING CHAPTER 8, CONCERNING VEHICLES AND TRAFFIC, TO LIMIT EXCESSIVE VEHICLE IDLING WITHIN THE CITY, **FIRST READING AND SETTING A PUBLIC HEARING****

Council Member Naccarato moved to approve the Ordinance on First Reading and set a Public Hearing for June 6, 2023, Seconded by Council Member Templeton.

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

Voting Nay: Council Member Pollock

THE MOTION PASSED.

**COUNCILORS, MAYOR AND CITY TREASURER REPORTS**

Reports were given.

**EXECUTIVE SESSION**

For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification purposes: **Sewer System Intergovernmental Agreements and related negotiations and next steps with the Town of Poncha Springs. A pending lawsuit in Chaffee County District Court.**

Council Member Naccarato moved into Executive Session, Seconded by Council Member Templeton.

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

THE MOTION PASSED.

Council entered Executive Session at 7:25 p.m. and returned to the Regular Meeting at 8:09.

**ADJOURN**

Adjourned at 8:10 p.m.



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City Clerk | Deputy City Clerk

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Mayor Dan Shore

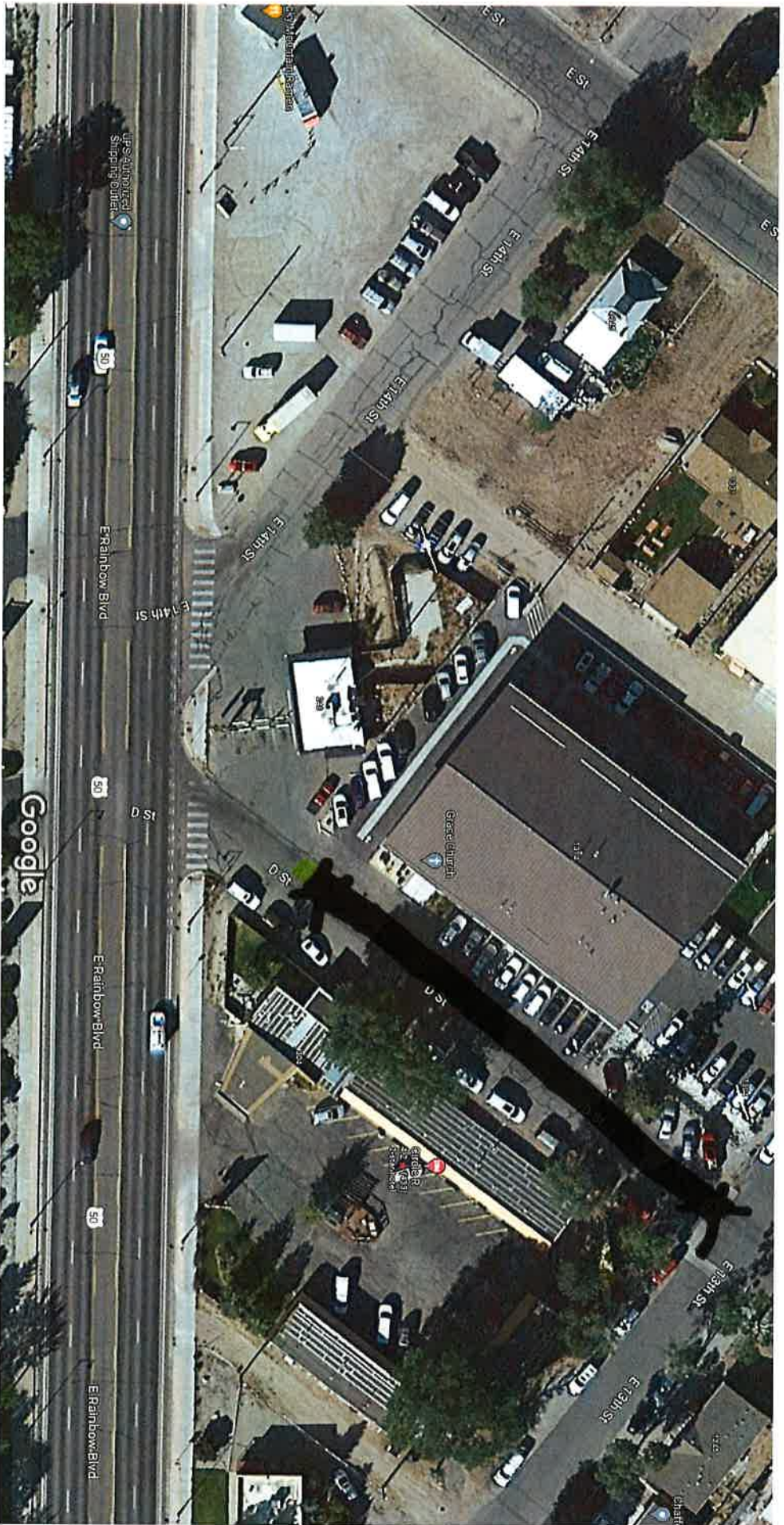
*Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.*

Grace Church is requesting a street closure on the South side of Grace Church to the intersection of D and 13<sup>th</sup> street on 06/23/2023 from 10am to 3pm. This closure is for a party after sports camp that Grace Church has in the summer. Please see the map below.





06/23/2023 Street closure  
South side of Grace church to intersection of D and E 13 streets









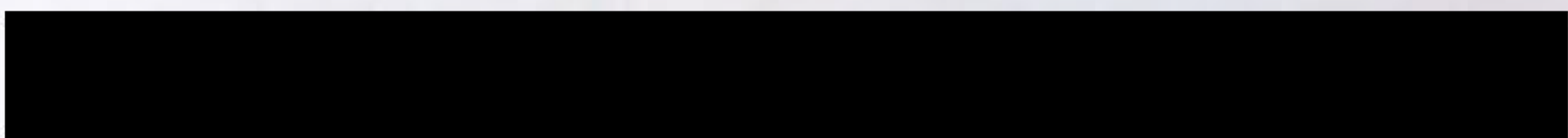
305 F. Street  
Salida, CO. 81201  
719-539-3351

Item 5.

The Salida Community Center will be hosting the Annual Pancake Breakfast during FIBARK. The breakfast will be served from 7:30 a.m. -10 a.m. on Saturday June 18, 2022. The only closure will be directly in front of the building on 3<sup>rd</sup> Street from F. Street to the alley. All of the businesses that would be affected will be closed on that Saturday and each business did sign the street closure petition.

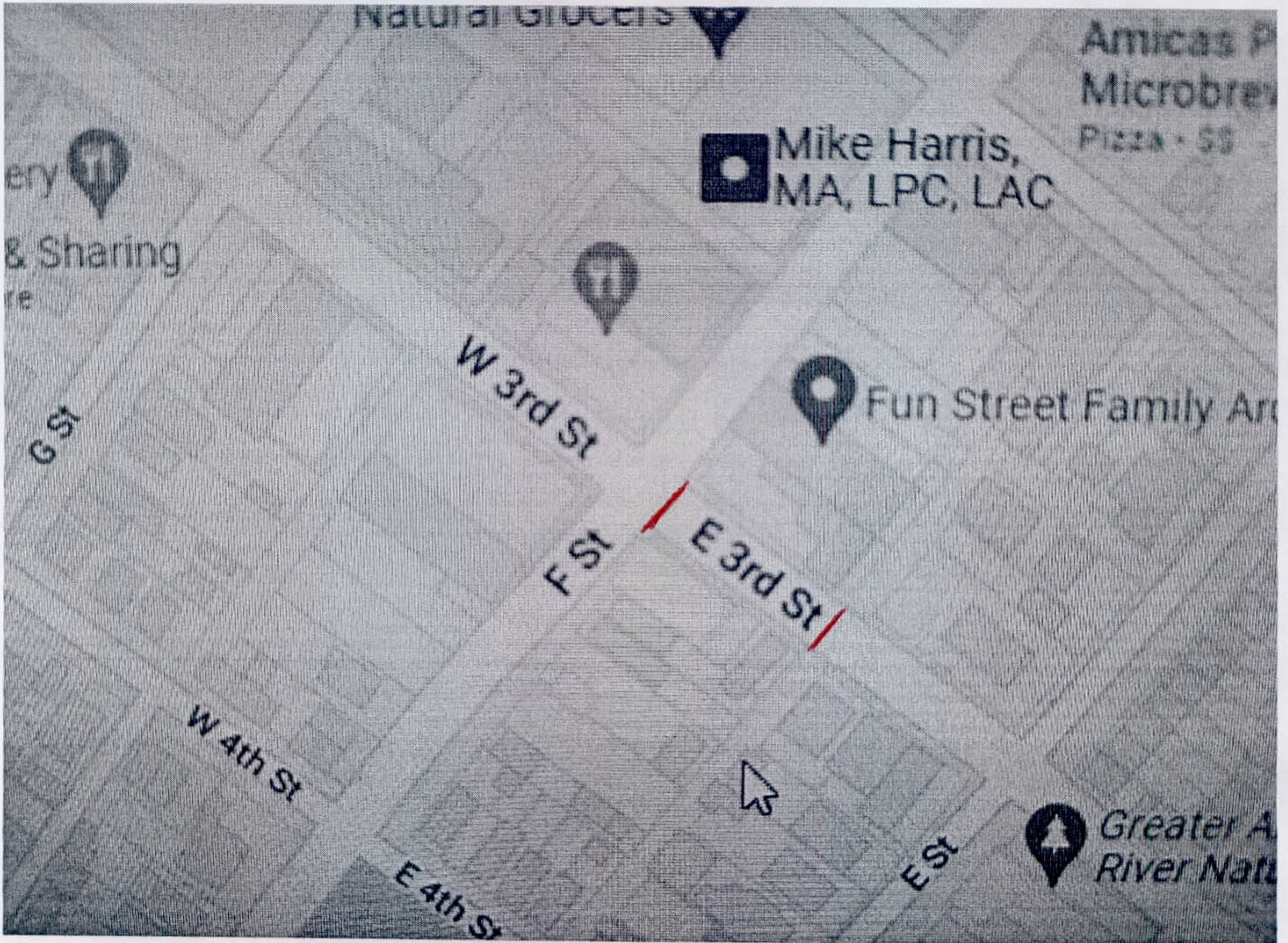


Pic



To: salidacommunitycenter@yahoo.com

Date: Wednesday, May 25, 2022, 11:42 AM MDT



Sent from Yahoo Mail on Android

Closed from F  
to Alley on 3rd









# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Kristi Jefferson - Senior Planner	<b>DATE</b> June 6, 2023
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## ITEM

Approval to reduce Performance Guarantee amount for the Two Rivers Southside Subdivision.

## BACKGROUND

On May 5, 2020 City Council approved Resolution 2020-16 for the Subdivision Improvement Agreement for the Two Rivers Southside Subdivision. Paragraph 5.8 requires a financial guarantee for the public improvements that are required for the project in an amount of \$2,996,110.00, which includes the total estimated cost of completing the Required Improvements in the amount of \$2,396,888.00 plus 125% ( $\$2,396,888.00 * 125\% = \$2,996,110.00$ ).

Paragraph 5.8.4 of the agreement states that “Upon the Director of Public Work’s inspection and written approval of all Required Improvements in accordance with paragraph 5.6, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all required improvements.”

Attached is a memo from Public Works Director, David Lady stating work has been completed consistent with the plans and costs provided by the developer, Southside, LLC. The Public Works Director stated that there are four (4) streetlights that have not been installed in the development and recommends adding the cost of the streetlights plus 125% to the remainder of the Performance Guarantee. The cost of the four (4) outstanding lights is \$20,696.00 and with the 125% staff is recommending an additional \$25,870.00 be included in the remaining performance bond.

Staff estimates the partial release will be \$2,696,499.00 ( $\$2,996,110 * 90\% = \$2,696,499$ ) leaving a remainder of \$299,611.00 plus \$25,870.00 for the outstanding streetlights. The total remaining performance guarantee will be \$325,481.00 for the remaining 1-year warranty period.

## FISCAL NOTE

There are no budget implications with the approval.



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Planning	<b>PRESENTED BY</b> Kristi Jefferson - Senior Planner	<b>DATE</b> June 6, 2023
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## STAFF RECOMMENDATION

Staff has found that the request meets the requirements set forth in the Subdivision Improvement Agreement and recommends the Council reduce the Performance Guarantee amount for the Two Rivers Southside Project from \$2,996,110.00 to \$325,481.00.

## SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda”, followed by a second and a roll call vote.



May 9, 2023

RE: Two Rivers Southside Major Subdivision, Salida, Colorado  
Letter of Substantial Completion for Public Improvements

To: Tom Pokorny, Southside LLC, Developer

This letter provides notice to the developer that the public improvements for Two Rivers Southside Major Subdivision are deemed substantially complete with the exception of public street lighting. Lighting installation is anticipated to be completed in the summer of 2023. The improvements consisted of public water, sewer, street, and stormsewer construction as identified in the Subdivision Improvement Agreement, dated May 5<sup>th</sup>, 2020. Work has been inspected and approved.

The 1-year warranty period for the public improvements associated with the project will initiate on May 8, 2023.

Thanks,

A handwritten signature in cursive script that reads 'David Lady'.

David Lady, P.E.  
Director of Public Works  
City of Salida

cc: Bill Almquist  
Director of Community Development

**From:** [David Lady](#)  
**To:** [Kristi Jefferson](#)  
**Subject:** RE: Two Rivers Southside  
**Date:** Wednesday, May 10, 2023 3:08:41 PM  
**Attachments:** [image003.png](#)

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Can you confirm with them the cost of the lights that remain to be installed. That value x 125% would need added to the 90% amount if that makes sense...



**David Lady**  
*Director of Public Works*

**david.lady@cityofsalida.com**  
**P: 719-539-6257 | C: 719-239-0048**  
340 W. Hwy 291, Salida, CO 81201  
**cityofsalida.com**

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**From:** Kristi Jefferson <kristi.jefferson@cityofsalida.com>  
**Sent:** Wednesday, May 10, 2023 2:57 PM  
**To:** David Lady <david.lady@cityofsalida.com>  
**Subject:** Two Rivers Southside

Are you ok reducing the bond 90% for Two River's Southside?

Kristi Jefferson  
Senior Planner  
City of Salida  
448 E. First Street  
Suite 112  
Salida, CO 81201  
(719) 530-2626



*Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.*

Southside , LLC  
P.O. Box 745  
Salida, CO 81201

March 15, 2023

Re: Purchase Order for Solar Street Lights

Lexie,

Agreement: This Purchase Orders confirms that Southside, LLC agrees to purchase four (4) RW400 RetroFlex System solar street lights as specified within the attached Sales Proposal from ClearWorld dated March 14, 2023 with a total cost of \$20,696.00 for the four (4) lights. We understand that this price does not include shipping, taxes or other additional costs.

Shipping Address: the lights and equipment should be shipped to 302 Confluence Road, Salida, CO 81201.

Mailing Address: Southside, LLC at P.O. Box 745, Salida, CO 81201

Contact Information: Tom Pokorny  
[tpokorny@naturalhabitats.biz](mailto:tpokorny@naturalhabitats.biz)  
916 960-9397

Thank you for your help,

Tom Pokorny  
Managing Member, Southside, LLC



Selective Insurance Company of America  
Attn: Bond SBU  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

SEND ALL CLAIM NOTICES TO:  
Selective Insurance Co. of America  
Bond Claims  
P.O. Box 7265  
London, Kentucky 40742  
CSVCenter@selective.com

BOND NO. B 1260405

**SUBCONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That **Y & K Excavation, Inc.**  
**P.O. Box 507 Salida, CO 81201**

(Here insert the name and address, or legal title, of the Subcontractor)

hereinafter called Principal, and **Selective Insurance Company of America**, a New Jersey Corporation with its principal office at Branchville, New Jersey

(Name, corporate state and home office city of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **Southside, LLC**

(Here insert the name and address, or legal title, of the General Contractor)

**P.O. Box 745 Salida, CO 81201**

in the amount of **Three Million Dollars (\$3,000,000.00)**

Dollars

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **February 22nd 2022**

entered into a subcontract with Obligee for

Earthwork and Erosion Control, Sanitary Sewer, Public Water, Streets & Sidewalks, Storm Sewer & Ponding, Retaining Walls, work as further outlined in Bid Proposal Estimate #21-55 dated 11/2/2021 - Two Rivers Southside subdivision located within Lot 5 of the Little Rivers Properties, LLC subdivision in Chaffee County, Salida, Colorado  
in accordance with drawings and specifications prepared by

(Here insert full name and title)

which subcontract is by reference made a part

hereof, and is hereinafter referred to as the subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the subcontract, the Obligee having performed Obligee's obligations thereunder and having provided Surety with notice of said default:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Surety may, or Obligee after reasonable notice to Surety may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Obligee, and the reasonable cost exceeds the balance of the subcontract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the subcontract price as may be required to complete the subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the subcontract.

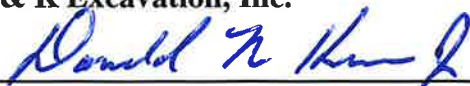
Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named therein or the heirs, executors, administrators or successors of the Obligee.


Signed and sealed **5th** day of **April** AD., **2022**

**Y & K Excavation, Inc.**

In the Presence of: \_\_\_\_\_

  
Principal (Seal)

Selective Insurance Company of America (Seal)  
Surety

by   
Attorney-in-Fact

**Troy Staples**

Selective Insurance Company of America  
Attn: Bond SBU  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

SEND ALL CLAIM NOTICES TO:  
Selective Insurance Co. of America  
Bond Claims  
P. O. Box 7265  
London, Kentucky 40742  
[CSVCenter@selective.com](mailto:CSVCenter@selective.com)

Item 6.

BOND NO. B 1260405

**SUBCONTRACT LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That **Y & K Excavation, Inc.**

**P.O. Box 507 Salida, CO 81201**

(Here insert the name and address, or legal title, of the Subcontractor)

hereinafter called Principal, and **Selective Insurance Company of America**, a New Jersey Corporation with its principal office at Branchville, New Jersey

(Name, corporate state and home office city of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **Southside, LLC**

(Here insert the name and address, or legal title, of the General Contractor)

**P.O. Box 745 Salida, CO 81201**

in the amount of **Three Million Dollars (\$3,000,000.00)**

Dollars

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **February 22nd 2022**

entered into a subcontract with Oblige for

Earthwork and Erosion Control, Sanitary Sewer, Public Water, Streets & Sidewalks, Storm Sewer & Ponding, Retaining Walls, work as further outlined in Bid Proposal Estimate #21-55 dated 11/2/2021 - Two Rivers Southside subdivision located within Lot 5 of the Little Rivers Properties, LLC subdivision in Chaffee County, Salida, Colorado

in accordance with drawings and specifications prepared by

(Here insert full name and title)

which subcontract is by reference made a part

hereof, and is hereinafter referred to as the subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

- (1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the subcontract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
  - (a) After the expiration of one (1) year following the date on which Principal ceased work on said subcontract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed **5th** day of **April** AD., **2022**

**Y & K Excavation, Inc.**

In the presence of \_\_\_\_\_



Principal

(Seal)

Subcontract Labor and Material Payment Bond. This bond is issued simultaneously with another bond in favor of the general contractor conditioned for the full and faithful performance of the contract.

**Selective Insurance Company of America**

Surety

(Seal)

by  \_\_\_\_\_

Attorney-in-Fact

**Troy Staples**



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**DUAL OBLIGEE RIDER**

WHEREAS on the 5th day of April, 2022

Y & K Excavation, Inc., P.O. Box 507, Salida, CO 81201  
hereinafter called the Principal, entered into a written agreement with  
Southside, LLC, P.O. Box 745, Salida, CO 81201

as Obligee, for the construction of Two Rivers Southside subdivision located within Lot 5  
of the Little Rivers Properties, LLC subdivision in Chaffee County, Salida, Colorado

WHEREAS the Principal and SELECTIVE INSURANCE COMPANY OF AMERICA, as Surety, made,  
executed and delivered to said Obligee their joint and several Performance Bond No. B 1260405

NOW THEREFORE, in consideration of the One Dollar and other good and valuable considerations  
receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

1. The Name of the City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201  
as additional Obligee hereinafter called "Dual Obligee" shall be added to said Bond as a named  
Obligee.
2. There shall be no liability on the part of the principal or the Surety under this bond to the Obligees  
or either of them unless the said Obligees or either of them shall make payment to the principal,  
or to the surety in the case it arranges for the completion of the contract upon default of the  
principal, strictly in accordance with the terms of the said contract as to payments and shall  
perform all other obligations to be performed under said contract at the time and in the manner  
therein set forth.
3. The aggregate liability of the surety under said Bond to the Obligee and the Dual Obligee, as their  
interests may appear, is limited to the penal sum of said Bond, and provided further that the Surety  
may, at its option, make any payments under said Bond by check, issued jointly to the Obligee  
and the Dual Obligee.
4. Except as modified herein, said Performance Bond shall be and remain in full force and effect.

SIGNED AND SEALED AND DATED THIS 5th DAY OF April, 2022

Y & K Excavation, Inc.

BY: Donald N. K... (Seal)  
(Principal)

Selective Insurance Company of America

BY: Troy Staples (Seal)  
Troy Staples, (Surety) Attorney-in-Fact  
Southside, LLC

BY: [Signature] (Seal)  
City of Salida (Obligee) - Dual

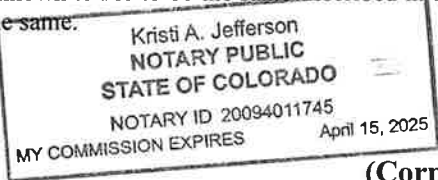
BY: [Signature] (Seal)  
(Dual Obligee)  
SOUTH SIDE, LLC

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partnership)

STATE OF Colorado  
COUNTY OF Chaffee } ss:

On this 14th day of April, 2022, before me personally appeared the above named Donald R. Kaess

to me known and known to me to be the same described in and who executed the above instrument and dully acknowledged the execution of the same.



Kristi A. Jefferson  
Notary Public Chaffee County

(Corporation)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_

that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County

ACKNOWLEDGMENT OF SURETY

STATE OF Minnesota  
COUNTY OF Dakota } ss:

On this 5th day of April, 2022, before me personally appeared Troy Staples to me known, who, being by me duly sworn, did depose and say that he/she resides in Eagan, Minnesota

that he/she is the Attorney-in-Fact of the Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Troy Staples and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Troy Staples and was subscribed thereto by like order of the Board of Directors in the presence of deponent.



[Signature]  
Notary Public Washington County, MN





**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 16  
(Series 2020)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO  
APPROVING THE SUBDIVISION IMPROVEMENT; CONFLUENT ROAD WATER  
AND SEWER MAIN EXTENSION REIMBURSEMENT; AND INCLUSIONARY  
HOUSING AGREEMENT FOR THE TWO RIVERS SOUTHSIDE SUBDIVISION.**

**WHEREAS**, the property owners, Southside LLC (“Developer”) are owners of 18.6 acres which was annexed by the City of Salida subject to the Little River Properties, LLC Annexation Agreement which is recorded at Reception No. 431286 at the Chaffee County Recorder’s Office; and

**WHEREAS**, the 18.6 acres was zoned RMU, Residential Mixed Use by Ordinance No. 2016-19 approved by Council on October 18, 2016; and

**WHEREAS**, on December 18, 2018 the City Council approved the Two Rivers Southside major subdivision consisting of the 18.6 acre parcel zoned RMU (“Property”); and

**WHEREAS**, pursuant to Sections 16-2-60 of the Land Use Code, and according to the provisions of the Annexation Agreement, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of the subdivision public improvements; and cost sharing in accordance with the development plan and annexation agreement for the Property (“Agreement”); and

**WHEREAS**, pursuant to Section 16-13-20 (g) of the Land Use Code residential developments must enter into an inclusionary housing development agreement with the City Council; and

**WHEREAS**, staff shall be permitted to correct immaterial errors, typos and inconsistencies in the Agreement as approved by the Mayor.


**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Salida that:

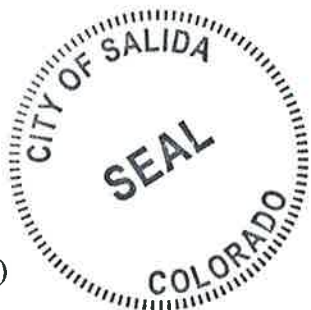
The Subdivision Improvement; Confluent Road Water and Sewer Main Extension Reimbursement; and Inclusionary Housing Agreement for the Two Rivers Southside Subdivision is hereby approved.

**RESOLVED, APPROVED AND ADOPTED on this 5th day of May, 2020.**

City of Salida, Colorado  
Resolution No.16, Series of 2020  
Page 2 of 2

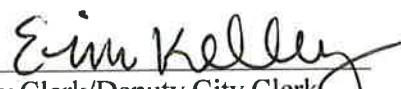
CITY OF SALIDA, COLORADO

  
\_\_\_\_\_  
Mayor PT Wood



(SEAL)

ATTEST:

  
\_\_\_\_\_  
City Clerk/Deputy City Clerk

**SUBDIVISION IMPROVEMENT;  
CONFLUENCE ROAD WATER AND SEWER MAIN EXTENSION; AND  
INCLUSIONARY HOUSING AGREEMENT  
Two Rivers Southside Subdivision**

THIS SUBDIVISION IMPROVEMENT; CONFLUENCE ROAD WATER AND SEWER MAIN REIMBURSEMENT; AND INCLUSIONARY HOUSING AGREEMENT (the "Agreement") is made and entered into this 5<sup>th</sup> day of May, 2020, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and Southside, LLC ("Developer") (each a "Party" and together the "Parties").

**Section 1 - Recitals**

- 1.1 The Developer represents that it is the fee title owner of certain lands known as the "Two Rivers Southside Subdivision" consisting of 18.6 acres and more particularly described as Lot 5, Little River Properties LLC Subdivision as recorded at Reception No. 431288 at the Chaffee County Recorder's Office, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 On October 18, 2016 the City Council entered into an annexation agreement with the Parties prescribing the required public improvements for the property; allowing cost sharing agreements; and requiring eight (8) affordable dwelling units in the first phase of the Two Rivers Subdivision and 12 % of the lots in future phases to be affordable as recorded at Reception No. 431286 of the Chaffee County Recorder's Office.
- 1.3 On December 18, 2018 the City Council approved the Two Rivers Southside major subdivision consisting of the Property described herein by adoption of Resolution 2018-55; a condition of the approval requires entering into a subdivision improvement agreement pursuant to Section 16-2-60 of the Salida Municipal Code and further defines how the affordable housing requirements of the annexation agreement will be met for this phase.
- 1.4 Pursuant to the above Resolution and City Code Sections 13-2-160 and 13-2-170, the Developer shall be entitled to recover costs associated with construction of a portion of the Water and Sewer Facilities, the extension of the water and sewer mains necessary to extend City services to the Property.
- 1.5 Pursuant to Section 16-13-20 (g) of the Land Use Code residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a subdivision improvement agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.



- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida 2013 Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 Pursuant to Section 16-2-60; 13-2-160 and 170; and 16-13-20 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of subdivision public improvements and other improvements; recovery of costs for extending the Confluence Road water and sewer mains and for meeting the inclusionary housing requirements for the Two Rivers Southside major subdivision.
- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City 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 Subdivision Improvement; Confluence Road Water and Sewer Main Extension; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “City” means the City of Salida, a Colorado statutory City.
- 2.3 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.4 “City Code” means the City of Salida Municipal Code.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “Dedicated Lands” means those lands the Developer will convey to the City for public use.
- 2.7 “Developer” means Southside LLC and its successor(s).
- 2.8 “Development” means all work on the Property required to transform the Property into the Two Rivers Southside major subdivision approved by the City by means of Resolution 2018-55. The term “Development” includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”

- 2.9 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.10 “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 the City and the Developer.
- 2.11 “Force Majeure” means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party’s reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.12 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.13 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.14 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.15 “Other Required Improvements Warranty Period” means a period of two years from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions of paragraph 5.10 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.16 “Performance Guarantee” means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer’s construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of completing said Required Improvements.
- 2.17 “Property” means the land that is known as the Two Rivers Southside major subdivision and described as Lot 5 of the Little River Properties, LLC Subdivision as recorded at Reception No. 431288 of the Chaffee County Recorder’s Office.
- 2.18 “Public Improvements” means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit A**.
- 2.19 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or the City Engineer’s designee, in accordance with the terms and conditions

of paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications.

- 2.20 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Development Plan and the Subdivision Plats; and the City’s drafting, review, and execution of this Agreement as described in **Exhibit B**.
- 2.21 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property as part of the annexation and subdivision approvals and pursuant to this Agreement, including without limitation improvements for streets, landscaping, parks, trails, drainage improvements, sidewalks, and utilities.
- 2.22 “Subdivision Plat” means Two Rivers Southside major subdivision of the Property approved by Resolution No. 2018-55.
- 2.23 “Water Facilities” means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

Any term that is defined in the Land Use Code or the City Code but not defined in this Agreement takes the meaning given to that term in the Land Use Code or the City Code.

**Section 3 – Purpose of Agreement and Binding Effect**

- 3.1 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property and the provision of inclusionary housing. 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. This Agreement benefits and is binding upon the City, 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. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

**Section 4 – Development of Property**

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement

and all requirements of the City Code; the Little River Properties, LLC Annexation Agreement; Resolution No. 2018-55 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

- 4.2 The approval of the major subdivision by the City Council on December 18, 2018 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

**Section 5 – Terms and Conditions for Development of Property**

- 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 City Code; the Little River Properties LLC Annexation Agreement; Resolution No. 2018-55 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Term of Vested Property Rights. Pursuant to Section 16-2-20(f)(2) of the Code the city is authorized to extend the term for vested property rights beyond three (3) years from the date of approval of the site specific development plan if warranted for reasons such as the size and phasing of the development. The term of the vested property rights for the Two Rivers Southside Subdivision shall be three (3) years from the approval of this agreement.
- 5.3 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City 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.
- 5.4 Required Improvements. Attached **Exhibit A**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City’s Public Works Manual and the City’s Standard Specifications for Construction (“Standard Specifications”), and must be designed and approved by a registered professional engineer retained by the Developer. Before the Developer’s commencement of construction or installation of the Required Improvements, the City Engineer or the City Engineer’s designee 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. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the

Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

- 5.5 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City’s rules, regulations, requirements, and criteria, and with industry standards governing such construction.
- 5.6 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City’s observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.
- 5.7 City Engineer’s Written Approval of Required Improvements. At the Developer’s request, the City Engineer or the City Engineer’s designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer’s designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.
- 5.8 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on **Exhibit A**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$2,396,888; therefore, the Performance Guarantee must be in an amount equal to \$2,996,110.
  - 5.8.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City’s written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.
  - 5.8.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of completing the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt

of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.8 and the Land Use Code.

- 5.8.3 Upon completion of portions of the Required Improvements (“Completed Improvements”), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer’s inspection and written approval of the Completed Improvements in accordance with paragraph 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.8.4 Upon the City Engineer’s inspection and written approval of all Required Improvements in accordance with paragraph 5.6 above, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit A**.
- 5.8.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.9 below, the Developer’s correction of all defects discovered during such periods, and the City’s final acceptance of the Public Improvements in accordance with paragraph 5.10 below, City Council shall authorize a full release of the Performance Guarantee.
- 5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.8 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City’s suspension of all activities, approvals, and permitting related to the Subdivision Plats.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:
  - 5.9.1 Execute and deliver to the City 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. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
  - 5.9.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, 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 Two Rivers Southside major subdivision recorded at Reception No. \_\_\_\_\_.

- 5.9.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer’s sole expense.
  
- 5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.6 above, approves the Public Improvements and certifies their compliance with approved specifications (“Public Improvements Warranty Period”). The Developer shall warrant all other Required Improvements for a period of two years from the date that the City Engineer, in accordance with paragraph 5.6 above, approves the other Required Improvements and certifies their compliance with approved specifications (“Other Required Improvements Warranty Period”). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.
  
- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
  
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of the Development, at any particular time, will not constitute the City’s approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.6 above.
  
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
  
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property,

including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.

5.15 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner’s association shall be responsible for the Other Required Improvements Warranty Period.

5.16 Drainage Improvements. As shown on **Exhibit A**, certain of the Required Improvements are drainage improvements.

5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a Drainage Plan according to generally accepted storm drainage practices. The Drainage Plan must conform to the City’s flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of Development activities, including overlot grading.

5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the Drainage Plan before any certificate of occupancy will be issued for the Property.

5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.

5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.

5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.



5.19 Trash, Debris, and Erosion. During Development, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

5.20 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 solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended (“Clean Water Act”); and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

5.21 Fees. The Developer shall pay to the City the fees described below at the time set forth below:

5.21.1 Developer’s reimbursement of processing fees. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City’s processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, and the City’s drafting, review, and execution of this Agreement (“Reimbursable Costs and Fees”). The Reimbursable Costs and Fees include but are not limited to the City’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 costs incurred by the City.

5.21.2 Work by City staff other than City Attorney. 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 the City’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 B**.

- 5.21.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City’s outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.
- 5.21.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City’s invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys’ fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.21.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

**Section 6 – Construction Schedule**

- 6.1 Construction Schedule. Attached **Exhibit C**, which is incorporated herein by this reference, provides the schedule according to which construction and installation of the Required Improvements will occur (“Construction Schedule”). If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.
- 6.2 Site Restoration. If the Developer fails to commence or complete construction and installation of the Required Improvements in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City’s residents and the aesthetic integrity of the Property (“Site Restoration Improvements”). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit A**.
- 6.3 Force Majeure. If the Developer fails to commence or complete construction and installation of the Required Improvements in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

**Section 7 – Cost Recovery for Water and Sewer Main Extension**

- 7.1 Pursuant to City Code Sections 13-2-160, the Developer shall be entitled to recover costs associated with construction of a portion of the Water Facilities, the extension of the water main necessary to extend City water service to the Property. The recovery costs associated with this Agreement will be determined by the following formula:

Reimbursement Cost = (C/P/2)F, where

C = total cost of water main extension with hydrants (\$92,780);  
P = linear feet of pipe extended (1,328 feet); and  
F = linear feet of adjacent lot frontage (1,242 feet) (per **Exhibit D**).

The total cost of the water main extension therefore will be divided by the total length of the pipe to determine at cost per linear foot. One half of this linear foot cost will be assigned to those properties on each side of the pipe extension in direct proportion to the amount of lot frontage these properties share with the extension.

The reimbursement costs will be allocated to any lot or parcel adjacent to the water main extension that taps into this extension (**Exhibit D**).

- 7.2 Pursuant to City Code Sections 13-2-160, the Developer shall be entitled to recover costs associated with construction of a portion of the Wastewater Facilities, the extension of the wastewater main necessary to extend wastewater service to the Property. The recovery costs associated with this Agreement will be determined by the following formula:

Reimbursement Cost = (C/P/2)F, where

C = total cost of sanitary sewer main extension with manholes (\$104,304);  
P = linear feet of pipe extended (1,203 feet); and  
F = linear feet of adjacent lot frontage (1,242 feet) (per **Exhibit D**).

The total cost of the wastewater main extension therefore will be divided by the total length of the pipe to determine at cost per linear foot. One half of this linear foot cost will be assigned to those properties on each side of the pipe extension in direct proportion to the amount of lot frontage these properties share with the extension.

The reimbursement costs will be allocated to any lot or parcel adjacent to the sanitary sewer main extension that taps into this extension (**Exhibit D**).

- 7.3 Pursuant to City Code Section 13-2-170, the Developer shall be entitled to recover costs associated with the upgrading the size of wastewater lines as a part of the Wastewater Facilities to serve future growth that occurs west of Highway 50. The recovery costs associated with this Agreement will be determined by the following formula:

Reimbursement Cost = (CS2-CS1)P = \$20,451 where

CS1 = cost of 8” sanitary sewer main extension per foot (\$68);  
CS2 = cost of 12” sanitary sewer main extension per foot (\$85); and  
P = linear feet of pipe extended (1,203 feet) (per **Exhibit D**).

The total cost for upgrading the wastewater lines shall be the difference of the costs of installing a 12” or 8” sanitary sewer main multiplied the length of extension. The total Reimbursement Cost shall be due upon connection to the sanitary sewer main to serve properties lying west of Highway 50.

- 7.4 The Developer has provided the City with supporting documentation (**Exhibit D**) to set a dollar amount per measurable unit to be charged subsequent owners for their proportionate share of the facilities. The recovery charge is subject to approval by the City and will be determined by the formulas given above.
- 7.5 The City shall provide written notice to the Developer of any application submitted to the City for connection to the Water or Wastewater Facilities, which applications will trigger recovery from a current or subsequent owner of property benefitted by said Water or Wastewater Facilities. The City will require recovery in the form of a system development fee surcharge from the current or subsequent owner of property benefitted by the Water or Wastewater Facilities as a condition of any future water service connection to said Water Facilities.
- 7.6 Recovery from current or subsequent owners of property benefitted by the Water Facilities will be limited to those properties that receive approval from the City for any application to connect to the Water or Wastewater Facilities within ten years of the date of this Agreement.
- 7.7 Nothing in this Agreement is to be construed as a commitment of financial liability to the Developer or of the City’s required collection or payment of the amount claimed for recovery through participation of a subsequent owner; the City is merely agreeing to facilitate an acceptable approach for subsequent owners’ participation in public improvement costs.

**Section 8 – Inclusionary Housing**

- 8.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Lots 25 and 44. Developer hereby agrees to deed restrict Lots 25 and 44 for the construction of three (3) dwelling units on each lot which will be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority. Development of the affordable housing units shall be according to the additional standards specified below:

- 8.1.1. Issuance of building permits for the construction of the affordable units on Lots 25 and 44 shall begin within five (5) years of the issuance of the first building permit for a principal residence within the subdivision.
- 8.1.2. The units constructed within Lots 25 and 44 shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
- 8.1.3 Developer agrees to record a deed restriction on Lots 25 and 44 that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.

8.2 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Lot 48. Developer hereby agrees to deed restrict Lot 48 for the construction of 12.5% of the total dwelling units to be constructed on Lot 48, or three (3) dwelling units, whichever is greater, to be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority. Development of the affordable housing units shall be according to the additional standards specified below:

- 8.2.1. Construction of the affordable units on Lot 48 shall be at the time of construction of the market rate units.
- 8.2.2. The affordable units constructed within Lot 48 shall be comparable to the market rate units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
- 8.2.3 Developer agrees to record a deed restriction on Lot 48 that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
- 8.2.4 Pursuant to Section 16-13-50 of the Land Use Code, Lot 48 of the Two Rivers Southside subdivision shall be allowed the revised dimensional standards in the RMU district designated by footnotes 6 and 7 of Table 16-F regarding standards for projects meeting the inclusionary housing requirements of Article XIII of Chapter 16 of the Code, attached hereto as **Exhibit E**. The parking requirement for multi-family units constructed within Lot 48 shall be a minimum of one (1) space per unit.

**Section 9 – Default by Developer and City’s Remedies**

- 9.1 **City’s Remedies on Developer’s Default.** In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
  - 9.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.
  - 9.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
  - 9.1.3 Suspension of all further activities, approvals, and permitting related to the Planned Development and the Subdivision Plats.
  - 9.1.4 A demand that the Performance Guarantee be paid or honored.
  - 9.1.5 Any other remedy available in equity or at law.
  
- 9.2 **Notice of Default.** Before taking remedial action hereunder, the City 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. No sooner than thirty days after the Developer’s receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.
  
- 9.3 **Immediate Damages on Developer’s Default.** The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer’s default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
  
- 9.4 **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.
  
- 9.5 **Waiver.** Any waiver by the City 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. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
  
- 9.6 **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 10 – Indemnification and Release**

10.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City 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 the City 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 the City or its officers or agents or their designees.

10.2 Indemnification.

10.2.1 The Developer shall indemnify and hold harmless the City, and the City'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) the City's approval of the Planned Development or the Subdivision Plats; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats; (c) the City'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 Dedicated Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Dedicated Lands; (d) any remedial action required of the City as a result of the Developer's violation of the Clean Water Act; or (e) any other item contained in this Agreement.

10.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Subdivision Plats; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any proceedings to challenge the City's approval of the Subdivision Plats.

10.2.3 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City'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 B**.

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

**Section 11 – Representations and Warranties**

11.1 **Developer’s Representations and Warranties.** The Developer represents and warrants to the City 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:

11.1.1 **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.

11.1.2 **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.

11.1.3 **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 Planned Development or proposed in the Subdivision Plats.

11.1.4 **Compliance with environmental laws and regulations.** To the best of the Developer’s knowledge, all property to be dedicated to the City hereunder (both in fee simple and in the form of easements) is in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements and all requirements under the Clean Water Act; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

11.1.5 **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.

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

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



- 11.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 11.2.3 No adverse condition. To the best of the City’s knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer’s ability to Develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plats.
- 11.2.4 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 City is a party or by which the City is bound or affected.

**Section 12– General Provisions**

- 12.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the Ordinances or resolutions adopting this Agreement.
- 12.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Subdivision Improvement; Confluence Road Water and Sewer Main Extension; and Inclusionary Housing Agreement associated with Development of the Property, and is the total integrated agreement between the Parties with respect to those subjects.
- 12.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 12.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 12.5 Survival. The City’s and the Developer’s representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 12.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City: City of Salida  
Attn: City Administrator and City Attorney  
448 East First Street  
Salida, CO 81201

Notice to the Developer: Southside LLC  
Attn: Tom Pokorny, Managing Member  
P.O. Box 745  
Salida, CO 81201

- 12.7 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.
- 12.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Should any term of this Agreement be severed in accordance with paragraph 12.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.
- 12.9 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 the City or the Developer.
- 12.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 12.11 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.
- 12.12 Subject to Annual Appropriation. Any financial obligation of the City 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. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 12.13 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.

12.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

**Remainder of this page intentionally left blank. Signature pages follow.**



SOUTHSIDE LLC

By: Tom Pokorny  
Tom Pokorny, Managing Member

STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

Acknowledged, subscribed, and sworn to before me this 21 day of MAY 2020 by  
Thomas CRAIG Pokorny.

WITNESS my hand and official seal. My Commission expires: 8-8-2023.

Katherine Smith  
Notary Public

KATHERINE SMITH  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20194030210  
My Commission Expires 8/8/2023

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Lori A Mitchell  
Chaffee County Clerk



Morey Walker & Associates Engineering, Inc.

905 Camino Sierra Vista  
Santa Fe, NM 87505  
505-820-7990 Fax 505-820-3539

Engineer's Estimate of Probable Costs

Project: Two Rivers South Subdivision

Date: 3/10/2020

Item Number	Item Description	Unit	Quantity	Unit Cost	Total Cost
	Mobilization	L.S.	1	\$3,800.00	\$3,800
	Construction Staking	L.S.	1	\$15,000.00	\$15,000
<b>EARTHWORK AND EROSION CONTROL</b>					
	Unclassified Earthwork	L.S.	1	\$100,000.00	\$100,000
	Construction Entrance	C.Y.	75	\$25.00	\$1,875
	Silt Fence	Lin. Ft.	1800	\$4.00	\$7,200
	Straw Wattles	Each	20	\$6.00	\$120
	Earthen Swales	Lin. Ft.	500	\$4.00	\$2,000
	SWPPP	L.S.	1	\$15,000.00	\$15,000
<b>SANITARY SEWER</b>					
	8" Sanitary Sewer Main	Lin. Ft.	1699	\$68.00	\$115,532
	12" Sanitary Sewer Main	Lin. Ft.	842	\$85.00	\$71,570
	4' Sanitary Sewer Manhole	Each	11	\$4,500.00	\$49,500
	4" Sch 40 PVC Service	Each	69	\$1,150.00	\$79,350
	Sewer Cleanout	Each	1	\$1,000.00	\$1,000
	Sewer Main Concrete Encasements	Each	1	\$600.00	\$600
<b>PUBLIC WATER</b>					
	8" PVC Water Main	Lin. Ft.	4279	\$55.00	\$235,345
	Pressure Connection	Ea.	2	\$750.00	\$1,500
	Fire Hydrants with valve	Ea.	5	\$6,580.00	\$32,900
	Double Water Service	Ea.	32	\$2,750.00	\$88,000
	Single Water Service	Ea.	6	\$2,275.00	\$13,650
	Irrigation Tap	Ea.	2	\$2,275.00	\$4,550
<b>GAS, ELECTRIC PHONE AND CABLE</b>					
	Gas line and services	L.S.	1	\$85,000.00	\$85,000
	Electric lines, transformers and services	L.S.	1	\$110,000.00	\$110,000
<b>STREETS AND SIDEWALKS</b>					
	Subgrade and Base for Roads, Alleys and Sidewalks <sup>1</sup>	Sq. Ft.	147015	\$1.50	\$220,523
	Subgrade and Base for Curb and Gutter	Lin. Ft.	4658	\$8.00	\$37,264
	3" PMBP <sup>2</sup>	Sq. Ft.	89830	\$2.40	\$215,592
	Stamped and Colored Concrete Crosswalk	Sq. Ft.	1877	\$13.00	\$24,401
	Concrete Sidewalk	Sq. Ft.	21034	\$6.00	\$126,204
	18" Curb and Gutter	Lin. Ft.	4658	\$25.00	\$116,450
	Concrete Aprons for Driveways	Each	16	\$600.00	\$9,600
	Concrete Aprons for Alley Entrances	Each	4	\$1,600.00	\$6,400
	Concrete Aprons and Pans at Intersections	Sq. Ft.	247	\$8.00	\$1,976
	Type 1 Handicap Ramps	Each	13	\$1,500.00	\$19,500
	Type 2 Handicap Ramps	Each	4	\$3,000.00	\$12,000
	Clean Backfill for Parkways	Sq. Ft.	4658	\$1.00	\$4,658

Stop signs	Each	3	\$300.00	\$900
Street Signs	Each	3	\$250.00	\$750
Street Lights	Each	6	\$12,500.00	\$75,000
<b>STORM SEWER AND PONDING</b>				
12" ADS Pipe	Lin. Ft.	226	\$60.00	\$13,560
8" ADS PIPE	Lin. Ft.	202	\$40.00	\$8,080
Drop Inlet	Each	2	\$3,200.00	\$6,400
Inline Drain	Each	4	\$1,600.00	\$6,400
Pond Excavations	C.Y.	16191	\$1.50	\$24,287
Rip Rap Pond Overflow	C.Y.	20	\$150.00	\$3,000
Sidewalk Culverts	Each	5	\$2,500.00	\$12,500
<b>LANDSCAPING</b>				
Street Trees, Plantings and Sprinklers	L.S.	1	\$35,000.00	\$35,000
Boulder Retaining Walls	Lin. Ft.	385	\$45.00	\$17,325

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Lori A Mitchell  
Chaffee County Clerk

Subtotal	\$2,031,261
Inspection, Testing, Proj. Mgmt. (8%)	\$162,501
10% Contingencies	\$203,126
<b>Total</b>	<b>\$2,396,888</b>



3/10/20

**Open Records Policy – Exhibit B**  
Fee Schedule

Charges must be paid before service is provided.  
The City does not allow payment terms on copies or other services in conjunction with open records requests.

The Open Records Act allows \$.25 charge per page when copies are requested and provided, or the actual cost of preparation if the cost is greater. The actual cost may include, but is not limited to, the hourly rate paid to the employee conducting the research, cost of the physical medium of the document (e.g., tape or diskette) and the cost of retrieving the document from off-site storage for inspection.

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour:

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

City Mapping \$5/ black & white ink, paper 24" x 36"  
\$10/colored ink, paper 24" x 36"

DVD - \$10

The Department responsible for the record shall provide it to the Clerk so that the Clerk's office may make an appointment with the applicant for inspection within the time frame required.



ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Demo, Grub, Clean	14 days	Mon 12/28/20	Thu 1/14/21		Nat Hab
2	Rough Grade	45 days	Fri 1/15/21	Thu 3/18/21	1	
3	Erosion Control - Silt Fencing	4 days	Fri 3/19/21	Wed 3/24/21	2	
4	Rough Grade-Streets	21 days	Fri 3/19/21	Fri 4/16/21	2	G.T. Structural
5	Water Main CR105	30 days	Mon 4/19/21	Fri 5/28/21	4	Laura Weilert
6	Sewer line/manholes	60 days	Mon 5/31/21	Fri 8/20/21	5	
7	Water lines - services	90 days	Mon 8/23/21	Fri 12/24/21	6	
8	Utlily Chases	7 days	Mon 12/27/21	Tue 1/4/22	7	
9	Curb & Gutter prep	30 days	Wed 1/5/22	Tue 2/15/22	8	
10	Pour Curb and Gutter	61 days	Wed 2/16/22	Wed 5/11/22	9	
11	Drainage Ponds - Rough-in	7 days	Thu 5/12/22	Fri 5/20/22	10	
12	Excel	28 days	Mon 5/23/22	Wed 6/29/22	11	
13	Atmos	28 days	Thu 6/30/22	Mon 8/8/22	12	
14	Sidewalks-prep and pour	78 days	Thu 5/12/22	Mon 8/29/22	10	
15	Road & Alley - base & compaction	20 days	Mon 12/27/21	Fri 1/21/22	7	
16	Asphalt Roads	14 days	Thu 5/12/22	Tue 5/31/22	10	
17	Crosswalks, ramps and aprons	20 days	Wed 6/1/22	Tue 6/28/22	16	
18	Street Signs	14 days	Tue 8/30/22	Fri 9/16/22	14	
19	Street Lights - Excel	21 days	Tue 8/30/22	Tue 9/27/22	14	
20	Landscaping- trees per code	90 days	Tue 8/30/22	Mon 1/2/23	14	

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Lori A Mitchell  
 Chaffee County Clerk

Project: Trial ScheduleTom Date: Tue 4/28/20	Task		Project Summary	
	Split		External Tasks	
	Progress		External Milestone	
	Milestone		Deadline	
	Summary			

**EXHIBIT D  
CONFLUENT STREET WATER/SEWER MAIN COSTS**

DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	TOTAL COST
Furnish and Install 8" C-900 PVC water main w/fittings	1,328.0	lin. ft.	55.00	\$ 73,040.00
Furnish and Install 8" PVC sewer main	1,203.0	lin. ft.	68.00	\$ 81,804.00
Furnish and install fire hydrant	3.0	per hydrant	6580.00	19,740.00
Furnish and Install manhole	5.0	per manhole	4500.00	22,500.00
		<b>SUBTOTAL</b>	<b>SUBTOTAL</b>	<b>\$ 197,084.00</b>
		<b>TAX RATE</b>	<b>TAX RATE</b>	
		<b>SALES TAX</b>	<b>SALES TAX</b>	
		<b>TOTAL</b>	<b>TOTAL</b>	<b>\$ 197,084.00</b>

**CONFLUENT STREET WATER/SEWER MAIN REIMBURSABLE AMOUNTS**

PARCEL #	OWNER	LENGTH OF STREET FRONTAGE	% OF TOTAL FRONTAGE	SHARE OF TOTAL COST
380709100079	Confluent Park Salida, LLC	590'	47.5%	\$93,622.22 / 2 = <u>\$46,811.11</u>
380709100078	Confluent Park Salida, LLC	256'	20.6%	\$40,622.78 / 2 = <u>\$20311.39</u>
380709100081	Ned Suesse	396'	31.9%	\$62,838.36 / 2 = <u>\$31,419.18</u>
<b>Total</b>		<b>1242'</b>	<b>100.0%</b>	<b>\$197,084.00</b>

**TABLE 16-F**  
**Schedule of Dimensional Standards**

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
Min. lot size (sq. ft.)	7,500	5,625	5,625 5,063 <sup>6</sup> 3,750 <sup>7</sup>	4,000 3,600 <sup>6</sup>	5,625 5,063 <sup>6</sup> 3,750 <sup>7</sup>	5,625 5,063 <sup>6</sup> 3,750 <sup>7</sup>	N/A	5,625
Density (Min. lot sq. footage per principal dwelling unit)	3,750	3,125	2,400 2,100 <sup>6</sup>	2,400 2,100 <sup>6</sup>	3,125 2,734 <sup>6</sup>	2,800 2,450 <sup>6</sup>	N/A	2,800
Min lot size (sq. ft.)—attached units	N/A	3,125	2,400 2,160 <sup>6</sup>	2,400 2,160 <sup>6</sup>	3,125 2,812 <sup>6</sup>	2,800 2,520 <sup>6</sup>	N/A	2,800
Min. lot frontage	50'	37'-6"	37'-6" 25' <sup>7</sup>	37'-6" 25' <sup>7</sup>	37'-6" 25' <sup>7</sup>	37'-6" 25' <sup>7</sup>	No Req.	37'-6"
Min. lot frontage—attached units	N/A	20'	15'	15'	20'	20'	N/A	20'

**TABLE 16-F**

**Schedule of Dimensional Standards**

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)	35%	40%	45% 50% <sup>6</sup>	45% 50% <sup>6</sup>	45% 50% <sup>6</sup>	60% 66% <sup>6</sup>	100% <sup>3</sup>	60%
Max. lot coverage: uncovered parking/access (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2) <sup>5</sup>	10%	15%	25%	25%	25%	60%	No Req. <sup>3</sup>	30%
Min. landscape area	55%	45%	30%	30%	30%	10%	No Req. <sup>1</sup>	10%
Min. setback from side lot line for a primary bldg.	8'	5'	5'	5'	5'	5'***	No Req.	5'***
Min. setback from side lot line for a detached accessory bldg.	3', 5', or 10' <sup>8</sup>	3', 5', or 10' <sup>8</sup>	3', 5', or 10' <sup>8</sup>	3', 5', or 10' <sup>8</sup>	3', 5', or 10' <sup>8</sup>	3', 5', or 10' <sup>8</sup>	No Req.	3', 5', or 10' <sup>8</sup>

**TABLE 16-F**  
**Schedule of Dimensional Standards**

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
Min. setback from rear lot line: principal bldg.	30'	20'	20'	15'	15'	5' <sup>2</sup>	No Req.	5' <sup>2</sup>
Min. setback from rear lot line: accessory bldg.	5'	5'	5'	5'	5'	5'	N/A	5'
Min. setback from front lot line <sup>4</sup>	30'	20'	20'	15'	15'	10'	No Req.	10'
Max. building height for a primary bldg.	35'	35'	35'	35'	35'	35'	35'	35'
Max. building height for a detached accessory bldg.	25'	25'	25'	25'	25'	25'	25'	25'

**TABLE 16-F**

**Schedule of Dimensional Standards**

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
----------------------	-----	-----	-----	-----	-----	-----	-----	---

**Notes:**

- 1 If a property does not utilize the zero setback allowance, the minimum landscape area shall be ten (10) percent.
- 2 If the property adjoins a residential zone district, setbacks on the side and rear lot line shall be the same as those in the residential zone.
- 3 Existing structures are not required to meet off-street parking requirements. New structures and additions shall meet off-street parking requirements.
- 4 A covered porch may encroach into the front yard setback by twenty-five (25) percent.
- 5 If a front-loaded garage is set back at least ten (10) feet behind the primary street-facing building façade, the lot coverage between the garage entrance and the primary, street-facing building façade shall not be included in the calculation of lot coverage for uncovered parking/access.
- 6 Standards for inclusionary housing development per Section 16-13-50.
- 7 Fifteen (15) percent of the single-family lots within an inclusionary housing development may be twenty-five (25) feet by one hundred fifty (150) feet.
- 8 See Section 16-4-190(c) for a description of side lot line setbacks for all accessory buildings, including ADUs.

CITY OF SALIDA  
ATTN: KRISTI JEFFERSON  
448 E 1ST STREET STE 112  
Salida, CO 81201

31-163.00



## Proclamation

### DECLARING JUNE 2023 LGBTQ+ PRIDE MONTH

**Whereas**, the City of Salida supports the rights of every citizen to experience equality and freedom from discrimination; and

**Whereas**, the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) communities contribute to the cultural, civic and economic successes of our city; and

**Whereas**, while we as a society at large are slowly embracing new definitions of sexuality and gender we must also acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

**Whereas**, the City of Salida is committed to supporting visibility, dignity and equality for LGBTQ++ people in our diverse community; and

**Whereas**, this nation was founded on the principle that every individual has infinite dignity and worth, the Salida City Council calls upon the people of this city to embrace this principle and work to eliminate prejudice everywhere it exists; and

**Whereas**, celebrating Pride Month influences awareness and provides support and advocacy for Salida’s LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

**Now, therefore, the City of Salida does hereby proclaim** June 2023, as LGBTQ+ PRIDE MONTH in the City of Salida.

\_\_\_\_\_  
Dan Shore, Mayor

\_\_\_\_\_  
Date





## Proclamation

### DECLARING JUNE 21, 2023, THE LONGEST DAY

**Whereas**, Alzheimer's disease is a degenerative and fatal brain disease that causes problems with memory, thinking and behavior; and

**Whereas**, it is the sixth-leading cause of death in the United States and the only one among the top ten that cannot be prevented, cured or even slowed; and

**Whereas**, an estimated 67,000 Coloradoans aged 65 and older are living with Alzheimer's disease and that number is expected to continue to climb; and

**Whereas**, The Longest Day is a time to honor and celebrate all those impacted by Alzheimer's disease, while raising funds and awareness for Alzheimer's care, support and research; and

**Whereas**, on The Longest Day, people across the globe are encouraged to support the Alzheimer's Association's mission to eliminate Alzheimer's disease through the advancement of research; to provide and enhance care and support for all affected; and to reduce the risk of dementia through the promotion of brain health.

**Now, therefore, the City of Salida does hereby proclaim** June 21, 2023, to be THE LONGEST DAY in the City of Salida and encourages all residents to join in this observance.

\_\_\_\_\_  
Dan Shore, Mayor

\_\_\_\_\_  
Date



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Clerk	<b>PRESENTED BY</b> Erin Kelley - City Clerk	<b>DATE</b> June 6, 2023
---------------------------------	---	-----------------------------

## ITEM

New Retail Fermented Malt Beverage On/Off Premises Liquor License request for Howard General LLC dba Howard General at 108 Old Stage Road, Unit A.

## BACKGROUND

A new Colorado Retail Fermented Malt Beverage On/Off Premises Liquor License application was filed with the City Clerk on April 10, 2023. The Notice of Public Hearing was published on April 14, 2023 and the premises was posted on May 16, 2023.

All proper fees have been remitted to the City and State of Colorado.

This license is unique as it is for the sale of fermented malt beverages for consumption on and off the licensed premises, only if the licensed premises is located in a **county with a population of less than thirty-five thousand** or in an underserved area. Underserved Area means an area that is within a county with a population of thirty-five thousand or more but lies outside of municipal boundaries or is a **city or town with a population of less than seven thousand five hundred**.

## STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Retail Fermented Malt Beverage, On/Off Premises Liquor License request for Howard General LLC dba Howard General at 108 Old Stage Road, Unit A.

## SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Retail Fermented Malt Beverage On/Off Premises Liquor License request for Howard General LLC dba Howard General at 108 Old Stage Road, Unit A.” followed by a second and roll call vote.

## Colorado Fermented Malt Beverage License Application

New License                     
  New-Concurrent                     
  Transfer of Ownership

**• All answers must be printed in black ink or typewritten**  
**• Applicant must check the appropriate box(es)**  
**• Local license fee \$ 1,053.75, includes Fire Inspection Fee of \$50.00**  
**• Applicant should obtain a copy of the Colorado Liquor and Beer Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)**

1. Applicant is applying as a/an

Corporation                     
  Partnership (includes Limited Liability and Husband and Wife Partnerships)  
 Individual                     
  Limited Liability Company                     
  Association or Other

2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation      FEIN

Howard General LLC                      [REDACTED]

2a. Trade Name of Establishment (DBA)                      State Sales Tax No.                      Business Telephone

Howard General                      [REDACTED]                      682-465-1848

3. Address of Premises (specify exact location of premises)

108 Old Stage Rd Unit A

City      County      State      ZIP Code

Salida      Chaffee      CO      81201

4. Mailing Address (Number and Street)      City or Town      State      ZIP Code

108 Old Stage Rd Unit A      Salida      CO      81201

5. Email Address

molly@howardgeneral.com

6. If the premises currently has a liquor or beer license, you MUST answer the following questions

Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date
NA	NA	NA	NA

Section A      Nonrefundable Application Fees	Section B      Fermented Malt Beverage Beer License Fees
<input type="checkbox"/> Application Fee for New License      \$1,100.00	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City)      \$96.25
<input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review      \$1,200.00	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County)      \$117.50
<input type="checkbox"/> Application Fee for Transfer      \$1,100.00	<input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City)      \$96.25
	<input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County)      \$117.50
	<input checked="" type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City)      \$96.25
	<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County)      \$117.50
	<input type="checkbox"/> Master File Location Fee ..... \$25.00 x _____ Total _____
	<input type="checkbox"/> Master File Background ..... \$250.00 x _____ Total _____

**Questions? Visit [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**  
**Do Not Write In This Space - For Department Of Revenue Use Only**

**Liability Information**

License Account Number	Liability Date:	License Issued Through: (Expiration Date)	<b>Total</b>
			<b>\$</b>

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?  Yes  No

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

- (a) been denied an alcohol beverage license?  Yes  No
- (b) had an alcohol beverage license suspended or revoked?  Yes  No
- (c) had interest in another entity that had an alcohol beverage license suspended or revoked?  Yes  No

If you answered yes to 8a, b or c, explain in detail on a separate sheet

9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.  Yes  No

10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.  Yes  No

11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.  Yes  No

12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.  Yes  No

13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?  Yes  No

Ownership  Lease  Other (Explain in Detail) \_\_\_\_\_

a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord <b>Jon Fritz</b>	Tenant <b>Howard General LLC</b>	Expires <b>1/31/25</b>
------------------------------	-------------------------------------	---------------------------

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.  Yes  No

c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest
<b>Gallagher</b>	<b>Molly</b>			

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

15. Name of Manager(s) for all on premises applicants.

Last Name <b>Gallagher</b>	First Name <b>Molly</b>	Date of Birth [REDACTED]
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16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.  Yes  No

17. Tax Information.  Yes  No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?  Yes  No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?  Yes  No



18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Molly Gallagher	112 Old Stage Rd Unit B Salida, CO	[REDACTED]	[REDACTED]	[REDACTED]

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.  
 \*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)  
 \*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:   
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

**Oath of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Molly Gallagher</i>	Printed Name and Title Molly Gallagher	Date 3/28/23
--	---	-----------------

**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority 4/10/23	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
--	--

**Each person required to file DR 8404-I has been:**

Fingerprinted

Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

Date of Inspection or Anticipated Date Before licenses given to applicant

Upon approval of state licensing authority

New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied  
 New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City	<input type="checkbox"/> County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

# PUBLIC NOTICE

Apr 14, 2023 Updated May 29, 2023  0



## PUBLIC NOTICE

### PURSUANT TO THE LIQUOR LAWS

### OF COLORADO

Pursuant to the Liquor Laws of the State of Colorado, Howard General LLC dba Howard General, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Fermented Malt Beverage On/Off Premises (City) liquor license to sell malt beverages for consumption on premises at 108 Old Stage Road, Unit A, Salida, CO 81201 and off premises. A hearing on the application received April 10, 2023 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, May 16, remotely through the GoToWebinar application via the following direct link:

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

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

---

Erin Kelley, City Clerk

Premises Posted by May 5, 2023

Published in The Mountain Mail April 14, 2023



# NOTICE

PURSUANT TO THE LIQUOR LAWS  
OF COLORADO

Howard General LLC dba  
Howard General

HAS REQUESTED THE LICENSING  
OFFICIALS OF City of Salida

TO approve a new Fermented Malt On/Off premises LL  
LICENSE AT: 108 Old Stage Road Unit A

**HEARING ON APPLICATION TO BE HELD AT:**

Council Chambers, 448 E 1st Street, Room 190

TIME AND DATE: JUNE 16  
~~May 16~~ 6pm

DATE OF APPLICATION: April 10, 2023

BY ORDER OF: City of Salida

**OFFICERS:** City Council

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

\* INSERT GRANT, RENEW, OR TRANSFER OWNERSHIP OF

\* Liquor and Beer License Hearing Only

16A103 BUSINESS INK

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Howard General LLC

is a

Limited Liability Company

formed or registered on 05/26/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201458882 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/27/2023 that have been posted, and by documents delivered to this office electronically through 03/01/2023 @ 14:55:14 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/01/2023 @ 14:55:14 in accordance with applicable law. This certificate is assigned Confirmation Number 14743697 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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



448 E 1<sup>st</sup> Street, Suite 112  
City of Salida  
cityofsalida.com



Phone: 719.530.2630  
clerk@cityofsalida.com

**Acknowledgement of Applicant**

By signing below, the applicant acknowledges its receipt of this document and the Privacy Act Statement, the Privacy Act Applicant Rights statement, and the CBI Notice to Applicants.

*Molly Gallagher*

Signature

Molly Gallagher

Printed Name

4/4/23

Date

## COMMERCIAL LEASE

This Lease is made to be effective the 1st day of October, 2020, between **Fritzerland LLC** of 224 East First St, Salida, CO 81201, (herein "Landlord"), and **Howard General, LLC** of Salida, CO 81201, (herein "Tenant"), as follows:

### RECITALS

WHEREAS, Landlord is the owner of the developed property located at 108 Old Stage Road, Unit A, Salida, CO 81201 ("Property"); and

WHEREAS, Tenant desires to lease a portion of the Property herein referred to as the "Premises" for the purposes of operating and maintaining a coffee shop as described herein; and

WHEREAS, the parties desire to enter into a Lease Agreement defining their respective rights, duties, obligations, and liabilities relating to the Premises and its use;

**NOW THEREFORE**, in consideration of the payment of rent and the performance of the covenants and agreements by the parties set forth below, the parties agree as follows:

1. **DESCRIPTION OF PREMISES.** Landlord leases to Tenant for Tenant's use the commercial space of said building ("Building") located at 108 Old Stage Rd, Unit A, Salida, CO excluding 265 sq ft occupying the rear entrance and corridor of the commercial space as pictured in Exhibit A ("Premises"). Subject to the terms of this Lease, Tenant, and its employees, agents, guests and invitees, shall have a non-exclusive right of ingress and egress to and from the Premises.

2. **PURPOSE AND USE.** Tenant shall use the Premises for the purpose of a coffee shop. Tenant shall not use the Premises for any other purposes, without the prior written consent of Landlord, which consent may be withheld at the sole discretion of Landlord. Tenant also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises. Tenant shall neither use nor occupy, nor permit the use or occupancy of the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose nor operate its business in a manner constituting a nuisance of any kind.

3. **TERM.** The term of this Lease shall be a two (2) year period commencing on February 1, 2023 and ending on January 31, 2025.

4. **RENTAL.** Installments of rent shall be payable in advance and without notice by electronic bank transfer. The rent for the first year shall be [REDACTED] For the second year of the term commencing February 1, 2024, the base rent shall be [REDACTED] Tenant shall pay rent to Landlord in monthly installments on the 1<sup>st</sup> day of each month.

**5. PROPERTY INSURANCE AND UTILITIES.** Tenant is responsible for paying property insurance and utilities (water, internet, waste, electricity) paid monthly at a rate of [REDACTED]. This amount will change after 12 months based on actual use and costs paid by HOA service. Receipts of insurance and utilities will be provided occasionally and upon request.

**6. LATE PAYMENT CHARGE.** In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant. As set forth in Section 22A, Tenant shall be in default if Tenant fails to pay monthly rent within five (5) days of its due date.

**7. SECURITY DEPOSIT.** Tenant shall deposit with Landlord, the receipt of which is acknowledged by Landlord, the sum of [REDACTED] as security for the performance of Tenant's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to Landlord as provided in this Lease. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall, upon demand, deposit with Landlord the amount so applied, so that Landlord shall have the full deposit on hand at all times during the term of this Lease. The deposit will be returned to Tenant within thirty (30) days after the end of the lease term if: (a) all obligations of Tenant have been performed, and (b) the Premises is not damaged and is left in its original condition, normal wear and tear excepted. Retention of said deposit shall not prevent Landlord from recovering additional damages. Tenant may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations. The Landlord may apply the deposit to cure any default under the terms of this Lease, including failure to pay rent or other charges, and shall account to the Tenant for the balance.

## **8. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

A. At no time shall Tenant make any alterations, additions, or improvements in or to the demised Premises without a written proposal of such changes first being approved by the Landlord in writing. Said written proposal shall contain Tenant's promise to pay the full cost of the improvements and shall delineate Tenant's need, the material composition, and the decorative coordination to be used. Tenant shall provide Landlord the names and addresses of all persons performing labor or furnishing skill, materials, machinery, or fixtures in the alteration, addition, or improvement of the Premises, as soon as those persons are known. Tenant shall give notice to the aforementioned persons that Landlord's interest shall not be subject to any liens arising from any improvements, repairs, or alterations provided at the request of Tenant. Tenant shall not permit any contractor or subcontractor whose employees are not adequately covered by Workers' Compensation insurance to perform any work on or within the Premises and shall hold harmless and indemnify Landlord with respect to any and all claims of any and all persons who perform work or other services for or for the benefit of Tenant or Tenant's contractors or subcontractors.

B. Should any mechanic's lien be filed against the Premises as the result of any remodeling or alterations done by the Tenant at any time following Tenant's taking of

possession, Tenant shall, within ten (10) days after demand by Landlord, cause said lien to be released.

C. Any approved alterations thereafter shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building or any part thereof.

D. All work permitted hereunder shall be carried out and performed in accordance with requirements of applicable federal, state, and local statutes, laws, ordinance, codes, and regulations.

E. Subject to the requirements and restrictions set forth in the foregoing paragraphs A. through E. of this Section 9, Landlord shall not unreasonably withhold its approval of alterations, additions, or improvements to the demised Premises which might from time to time be requested by Tenant.

F. Upon the approval of any alterations, Landlord and Tenant must also agree in writing as to whether any such alteration or improvement shall be deemed a fixture which shall remain with the Premises upon termination or shall be deemed to be the personal property of Tenant which will be removed upon termination. The parties shall also set forth in writing the conditions or restoration needed for removal of any such improvement. In the absence of any such written agreement, all improvements and fixtures shall constitute the sole property of the Landlord as set forth in Section 10 herein. Specifically, the parties agree that upon termination of this Lease, Tenant shall be permitted to remove the custom gun racks and counters installed by Tenant. Upon removal, Tenant shall repair all holes and any damage caused to the Premises by the removal.

**9. FIXTURES.** Any alterations made in the Building located on the Premises by Tenant and any equipment or fixtures built into the Premises by Tenant shall upon the termination of this Lease become the sole property of the Landlord, unless otherwise agreed in writing by the parties.

**10. TENANT'S MAINTENANCE OBLIGATIONS.** Tenant covenants to maintain, repair, replace and keep all exterior signage, all glass, all doors and windows, and lighting fixtures, as well as the interior of the Premises, and all improvements, fixtures and personal property therein, including, but not limited to, all appliances, all furniture, flooring, all doors, all restrooms, and all plumbing, electrical, and mechanical systems water heaters, and fixtures, except the furnace, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith; and to contract for the same in Tenant's own name. All maintenance and repairs by Tenant shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises.

A. Tenant shall also be responsible for the repair of damages if any damage or defect was caused by the negligence of Tenant or Tenant's employees, agents, contractors,

customers, clients, or other invitees, or if the damage or defect is caused by or otherwise due to work performed by Tenant or Tenant's agents or contractors.

B. Tenant shall keep the entire exterior Premises free from all litter, dirt, debris and obstructions; and to keep the Premises in a clean and sanitary condition as required by the ordinances of the city and county in which the Premises are situated.

C. Tenant shall maintain the grounds and yard in front of and to the side of the Building and keep the sidewalks on and around the Premises free and clear of ice and snow, and keep the entire exterior Premises free from all litter, dirt, debris and obstructions; and to keep the Premises in a clean and sanitary condition as required by the ordinances of the City of Salida.

D. Tenant agrees to return the Premises at the end of the Lease term, including all fixtures and lease improvements, in the same condition as the beginning of this Lease and in good working order subject to normal wear and tear.

**11. LANDLORD'S MAINTENANCE OBLIGATIONS.** Landlord covenants and agrees to maintain, repair, replace and keep the roof, exterior walls, foundation of the Premises, (excluding glass, signage, doors, water heaters, and lighting), and furnace in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction and to pay all costs and expenses in connection with. Further, if any repair, replacement or restoration is necessitated by any act or omission of Tenant, or any of Tenant's officers, employees, agents, guests or invitees, all costs and expenses incurred by Landlord in connection therewith shall be payable by Tenant immediately upon written request therefor by Landlord. Except as provided in Section 21H, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Landlord, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

**12. UTILITIES.** All applications and connections for necessary gas, water, waste, and electricity services to the Premises shall remain in the name of the Premise HOA (Summit HOA Services). Phone services shall be connected by, and be in the name of, Tenant. From the date Tenant takes possession of the Premises until this Lease is terminated, Tenant shall be solely liable for the payment of all telecommunications deposits and charges for facilities and services as such deposits and charges become due and owing for the Premises and for the accessory dwelling unit on the rear of the property.

**13. TAXES.**

A. Tenant's Taxes. During the term of this Lease, Tenant shall pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Tenant's personal property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with the operation of Tenant's business in the Premises.

B. Real Property Taxes. Landlord shall pay the real property taxes for the Premises.

14. **SIGNS**. Tenant shall at no time build, construct, erect, attach, or hang signs in the absence of Landlord's prior written consent, which will not be unreasonably withheld. All permitted signs must be erected and maintained in accordance with the provisions of applicable federal, state, and local law, rules, and regulations.

15. **PARKING**. No off-street parking is provided to Tenant. Parking by Tenant should be in lot spaces instead of street spaces.

**16. OTHER COVENANTS OF TENANT.**

A. Compliance with Insurance Requirements. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.

B. No Waste or Impairment of Value. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.

C. No Nuisance, Noxious or Offensive Activity. Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

D. No Unsightliness. Tenant covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises; and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy two (72) hours.

E. Environmental Compliance and Indemnity. Tenant covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 *et seq.*, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to



the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Tenant shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Tenant agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up- related activities and all other appropriate remedial action. Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Landlord resulting from any failure to comply with the provisions of this Section 17 E. Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenant's violation of or failure to comply with the provision of this Section 17 E., with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Landlord. The provisions of this Section 17 E. shall survive the expiration or termination of this Lease.

F. OFAC Compliance. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the term of this Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

G. No Security Interest. Tenant agrees and warrants that no security interest will or may be granted with respect to any fixture physically attached to the Premises at any time during the term hereof.

H. Dogs. Tenant's employees shall not leave dogs unattended in vehicles on the Premises or anywhere on Landlord's property.

I. Smoking. Smoking anywhere on the Premises or Landlord's Property shall be prohibited.

17. **CONDITION OF THE PREMISES.** The taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises were in satisfactory condition when possession of the same was taken. Tenant shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.

18. **ACCESS AND QUIET ENJOYMENT.** Landlord warrants that Tenant shall have

peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided for herein, and otherwise fully and punctually performs the terms and conditions hereof.

**19. RESERVATIONS AND INSPECTION BY LANDLORD.** Landlord or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. Landlord shall at all times have the right, at its election, to make such alterations of, changes in, or additions to any adjoining buildings, if any, not leased to the Tenant, as may appear desirable to Landlord, and to demolish and/or dispose of the adjoining premises as it shall elect, at Landlord's sole expense. Landlord may show the Premises to prospective purchasers and mortgagees, and during the three months prior to termination of this Lease, to prospective tenants, during business hours upon reasonable notice to Tenant.

**20. LIABILITY OF LANDLORD, INDEMNIFICATION, AND INSURANCE.**

A. Except as otherwise provided herein, Tenant shall be in exclusive control and possession of the Premises from the date this Lease is executed until it is terminated. Landlord shall not be liable for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of the Tenant. Landlord shall not be liable to Tenant for any entry on the Premises for inspection or repair purposes.

B. To the fullest extent permitted by applicable law, Tenant shall hold harmless and indemnify Landlord from and against all expenses, liabilities, and claims of every kind and character, including reasonable attorney fees and court costs, incurred, raised, or brought by or on behalf of any person or entity arising out of either: (1) a failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the Premises, except for injury or damage caused solely by the negligence of Landlord, (3) Tenant's failure to comply with any law of any governmental authority, or (4) any mechanic's lien pertaining to work, services, or materials contracted for by Tenant or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements thereon which pertains to any indebtedness incurred by Tenant.

C. Tenant shall insure all building materials, supplies, personal property, furnishings, equipment, inventory, and records that it uses or stores on the Premises at any time following the execution hereof against fire and other hazards and shall promptly furnish proof of such insurance coverage to Landlord. Landlord shall be named as an additional insured under said policy.

D. Tenant shall obtain and maintain prior to taking possession of the Premises and at all times thereafter during the term hereof, including any optioned term, insurance against liability for bodily injury and property damage, all to be in amounts and in forms of insurance policies as may from time to time be required by Landlord, with policy limits in an amount not less than \$1,000,000.00 for death, illness or injury to one or more



persons, and \$1,000,000.00 for property damage, in respect of each occurrence. Tenant shall provide Landlord with certificates evidencing such insurance coverage before performing any work within the Premises. Landlord shall be named as an additional insured under such policies.

E. Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord, which shall mean the same company issuing policies to Landlord in connection with insuring the Property, and shall require at least 15 days written notice to Landlord of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Landlord and all individuals and entities for whom Landlord is responsible in law. Tenant shall deliver to Landlord, on the commencement date of the term of this Lease and on each anniversary thereof, certified copies or other evidence of such policies, or other evidence satisfactory to Landlord that all premiums thereof have been paid and that the policies are in full force and effect. Any default or breach of the insurance requirements of this Lease shall be deemed an immediate default and shall not require Landlord to give a 10-day notice of default described in Section 22 herein.

F. Landlord shall maintain at all times during the term of this Lease insurance coverage for the Premises for property damage, fire and casualty, and extended coverage.

G. In the event the Premises shall be damaged by fire or other casualty during the term of the tenancy, in a manner rendering all or a part of the Premises unusable for the intended purpose under this Lease, the parties shall be entitled to exercise the following options:

(1.) Landlord may repair the Premises at its own expense. Landlord shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises. If the casualty insurance policy was maintained by Tenant, Landlord shall be entitled to reimbursement not to exceed the total cost of repair to the Premises.

(2.) Tenant may repair the Premises at its own expense. Tenant shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises.

(3.) If neither party elects to repair the damaged portions of the Premises, by giving written notice of its intent to make the repairs to the other, within thirty (30) days following the date of the damage by fire or other casualty, or if the damage to the Premises cannot be substantially repaired within 180 days following the date when the Premises were damaged, Tenant or Landlord shall be entitled to declare this Lease null and void.

H. Except in cases where the damage to the Premises was proximately caused by the negligent actions or omissions of Tenant, or its employees, agents, customers, clients, or invitees, Tenant shall be entitled to an abatement of Tenant's obligation to pay rent

hereunder as to so much of the Premises as are rendered unusable for their intended purpose under this agreement as a result of fire or other casualty for so long as the Premises remain unusable.

**21. DEFAULT AND REMEDIES.** Each of the following events shall constitute a default or breach of this Lease by Tenant:

A. If Tenant fails to pay Landlord such monthly rent within five (5) days of its due date, subject to the late charges set forth in Section 6.

B. If Tenant fails to perform or comply with any of the other terms or conditions of this Lease and if the breach or nonperformance continues for a period of ten (10) days after notice thereof is given by Landlord to Tenant.

C. If Tenant vacates or abandons the Premises.

D. If this Lease or the estate of Tenant hereunder is transferred to or shall pass to any other person or party, except in the manner and to the extent herein permitted.

E. Tenant shall be in default in the event any lien is placed on the business of Tenant, Tenant' assets of any kind, on the Premises, Landlord's real or personal property, whether voluntarily by Tenant or by any creditor, taxing authority, or any party whatsoever.

F. In the event of any default hereunder, as set forth above, the rights of Landlord shall be as follows:

(1.) Landlord shall have the right to cancel and terminate this Lease, as well as all of the right and interest of Tenant hereunder, by giving to Tenant not less than three (3) days notice of the cancellation and termination in accordance with Colorado law and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Tenant, without prejudice to any claim for rent or for the breach of covenants hereof.

(2.) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of default.

**22. LIEN.** The Landlord shall have at all times a valid lien for all sums of rent due hereunder from the Tenant upon all of the personal property of the Tenant situate in the Premises, and said property shall not be removed therefrom without the consent of the Landlord until all arrearages in rent shall have first been paid and discharged.

**23. REMEDIES CUMULATIVE.** No reference to nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.

**24. ATTORNEY FEES.** In the event there is controversy or dispute regarding this Agreement and/or any related documents and the parties are unable to settle the controversy or dispute through mediation or otherwise, the prevailing party in any administrative or legal action shall be entitled to recover from the breaching party all reasonable attorney fees actually incurred, together with costs, including mediation fees. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

**25. SURRENDER AND POSSESSION.** Tenant shall, on the last day of the term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Landlord, including all buildings, additions, keys and security codes, and improvements constructed and placed thereon by Tenant, except Tenant's personal property, all in good condition and repair. Any personal property belonging to Tenant, if not removed at or before the termination or forfeiture date, and if Landlord shall so elect, shall be deemed abandoned and become the property of Landlord without any payment or offset therefor. Landlord may at its option remove such personal property from the Premises and store it at the risk and expense of Tenant. Tenant shall repair and restore all damage to the Premises caused by the removal of equipment and other personal property or be liable for the costs incurred in such repair or restoration. Tenant shall deliver the Premises back to Landlord in substantially the same condition as exists on the date on the execution of this Lease, normal wear and tear excepted. Upon termination of this Lease at any time for any reason, Tenant shall not have the right to remove from the Premises any leasehold improvements, including fixtures physically attached to any portion of the Premises, regardless of whether such leasehold improvements, including fixtures, were installed by Tenant, Landlord, or others. Once attached, such leasehold improvements, including fixtures, shall become a part of the Premises subject to the terms of Sections 9 F. and 10 above.

**26. HOLDING OVER.** It is mutually agreed that if, after the expiration of this Lease, the Tenant shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1<sup>st</sup> day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 27 shall be construed to alter or impair any of Landlord's rights of re-entry or eviction or constitute a waiver thereof.

**27. ASSIGNMENT AND SUBLEASE.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord. Tenant and all guarantors shall remain responsible for the lease payments under any approved sublease agreement. Nor shall any

assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Landlord first having been obtained.

**28. LANDLORD'S ASSIGNMENT.** Landlord may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Tenant shall thereafter look solely to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Tenant shall attorn to Landlord's successor in interest thereunder.

**29. SUCCESSORS.** Subject to the restrictions of Section 28 above, the covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

**30. CONDEMNATION.** In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.

**31. TENANT'S BANKRUPTCY OR INSOLVENCY.** It is further agreed between the parties hereto that if the Tenant shall be declared insolvent or bankrupt, or if any assignment of the Tenant's property shall be made for the benefit of creditors or otherwise, or if the Tenant's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Tenant, whether under the operation of the state or the federal statutes, then and in any such case, the Landlord may at its option immediately, with or without notice, terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Tenant hereunder.

**33. WAIVER.** No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Tenant or acceptance by Landlord, of a lesser amount than due shall be treated only as a payment on account.

**33. SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as though such invalid agreements or covenants are not contained herein.

**34. NOTICES.** All notices required to be given in this Lease shall be in writing deposited in the United States Mail, certified or registered, with postage prepaid, and addressed to the parties at their respective addresses set forth herein, or notices may be delivered by e-mail or other electronic delivery with verified receipt, or maybe hand-delivered to the principal office of the party, or hand delivered to a principal or manager of the party.

**35. MEMORANDUM OF LEASE.** Tenant agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in

compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S., or similar laws.

36. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Lease.

37. **ESTOPPEL.** Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Landlord, execute, acknowledge and deliver a written statement ratifying this Lease and certifying any information concerning Tenant's lease and occupancy of the Premises reasonably required by Landlord.

38. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado. All questions in dispute under this Lease between the parties shall be settled with venue in Chaffee County, Colorado.

39. **COUNTERPARTS.** This Lease may be executed in counterparts, in which case each such counterpart shall be construed as an original. Facsimile signatures shall be equally as binding as original signatures.

40. **INDEPENDENT COUNSEL.** The parties acknowledge and agree that Scott Mountain Law, LLC represents Landlord. Tenant is advised to seek independent counsel if so desired.

41. **ENTIRE AGREEMENT.** This Lease sets forth all the covenants, provisions, agreements, conditions, and understandings between the parties, and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them. Any modifications of this Lease must be in writing and signed by the parties.

**IN WITNESS WHEREOF,** the parties have executed this Lease on the day and year first above written.

**LANDLORD:**



Date: 12/30/2022

Representative of Fritzerland, LLC (Jonathan Fritz or Julia Fritz)

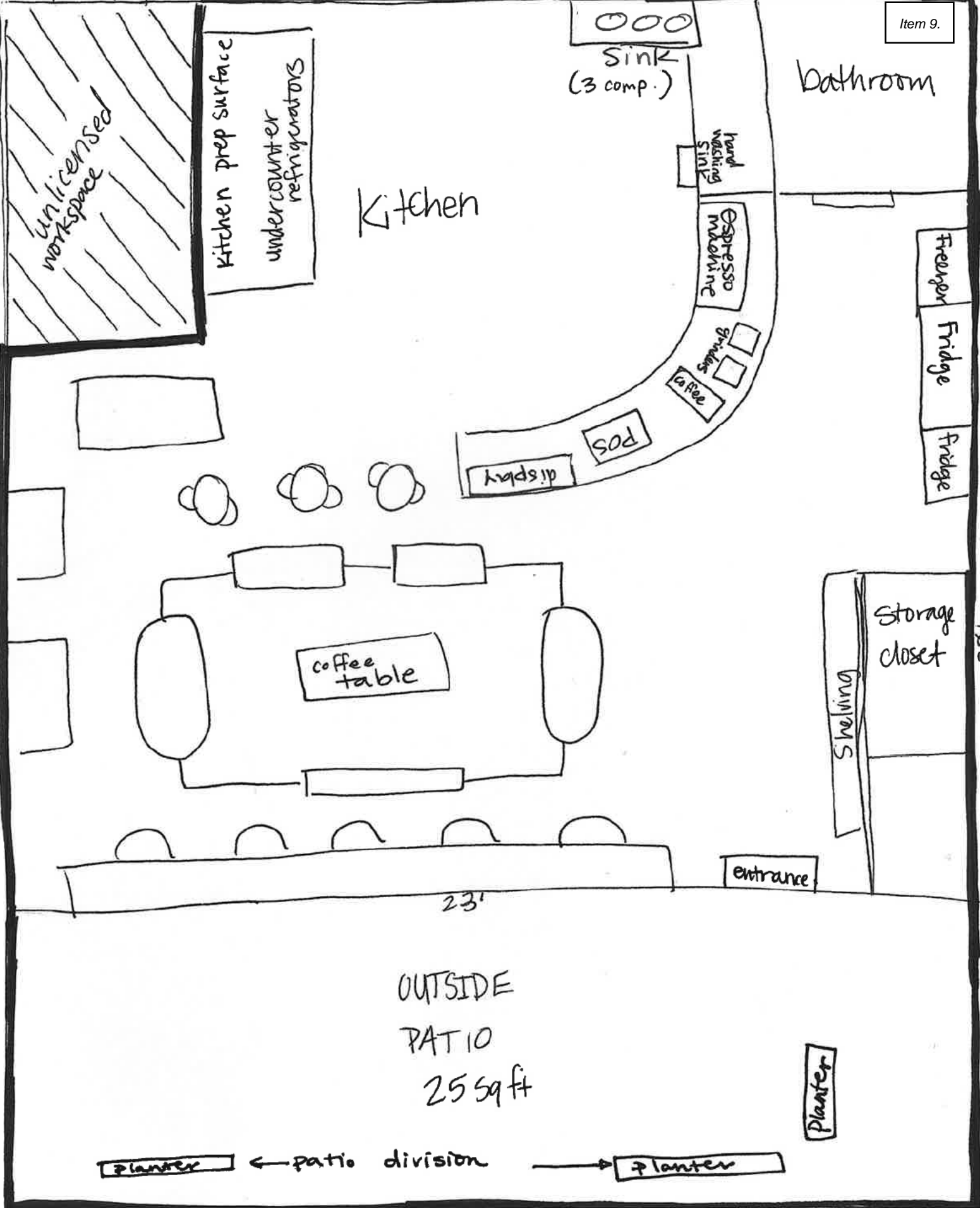
**TENANT:**



Date: 12/30/22

Molly Gallagher, Owner, Howard General LLC

Entrance License & a Area APPROX 28' X 23' Inside 25'4"





# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Administration	<b>PRESENTED BY</b> Drew Nelson - City Administrator	<b>DATE</b> June 6, 2023
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## **ITEM**

Ordinance 2023-08 – An Ordinance of the City Council for the City of Salida, Colorado, Amending Chapter 8 of the Salida Municipal Code, Concerning Vehicles and Traffic, To Limit Excessive Vehicle Idling Within The City, Second Reading and Public Hearing

## **BACKGROUND**

Per a recommendation from the Sustainability Committee and direction from the City Council, the City Attorney has drafted the attached Ordinance 2023-08 to limit excessive vehicle idling within the City of Salida. The Ordinance would provide for a fifteen minute time limit on vehicle idling throughout the City of Salida, with exceptions for cold-weather conditions, emergency vehicles, construction equipment, and refrigeration units on delivery trucks.

## **FISCAL NOTE**

None; however, it must be noted that enforcement of this Ordinance would be time-consuming for law enforcement due to needing to witness excessive idling for a minimum of fifteen minutes. The importance of enforcement of this Ordinance will be on the lowest of levels for law enforcement when taken into account for the more than 8,000 annual calls for service.

## **STAFF RECOMMENDATION**

Staff recommends that the City Council, following a public hearing, approve Ordinance 2023-08 to limit excessive idling of vehicles to no more than fifteen minutes on second reading.

## **SUGGESTED MOTION**

A City Councilmember should state, "I move to approve Ordinance 2023-08 on second reading", followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO  
ORDINANCE NO. 08  
(Series of 2023)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
COLORADO, AMENDING CHAPTER 8 OF THE SALIDA MUNICIPAL CODE,  
CONCERNING VEHICLES AND TRAFFIC, TO LIMIT EXCESSIVE VEHICLE  
IDLING WITHIN THE CITY**

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

**WHEREAS**, pursuant to C.R.S. § 31-15-401, the City possesses the authority to adopt laws and ordinances in furtherance of the public health, safety, and welfare;

**WHEREAS**, excessive idling of motor vehicles contributes to air pollution, wastes fuel, and causes unnecessary wear on engines;

**WHEREAS**, the City Council recognizes the importance of reducing unnecessary idling in the City to improve air quality, conserve resources, and protect the health and well-being of its residents;

**WHEREAS**, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 8 of the Salida Municipal Code (the “Code”), by creating a new Section, adopting an excessive idling restriction and establishing penalties for violation same.

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

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

**Section 2:** Chapter 8, Article 2 of the Salida Municipal Code, concerning traffic regulations, is hereby amended by the addition of a new Section 8-2-70 which shall read as follows:

**Sec. 8-2-70. - Excessive idling restriction.**

- (a) No person shall allow a vehicle to idle for more than fifteen (15) minutes in any one-hour period unless:
  - (1) The ambient outside air temperature has been less than twenty (20) degrees Fahrenheit for each hour of the previous twenty-four (24) hour period; or
  - (2) The latest hourly ambient outside air temperature is less than ten (10) degrees Fahrenheit.
- (b) The idling restriction in subsection (a) shall not apply to emergency vehicles; to vehicles engaged in traffic control operations; to vehicles which are being serviced; to vehicles that



must idle to operate auxiliary equipment, including but not limited to pumps, compressors or refrigeration units; or to vehicles en route to a destination that are stopped by traffic congestion; or when an engine must be operated in the idle mode for safety reasons including, but not limited to, the operation of cranes, excavation equipment, and forklifts used in the construction industry.

(c) The idling restriction in this subsection (a) applies to transportation vehicles, as defined in this subsection, except that the time during which transportation vehicles are actively loading or discharging passengers may not be included in the computation of the fifteen (15) minutes provided for in this subsection (a). A transportation vehicle shall be defined for purposes of this section to mean motor vehicles designed to transport a minimum of sixteen (16) persons.

(d) Any person who violates any provisions of this Article within the City commits a civil violation. Any person convicted of such a violation shall be subject to the provisions of Chapter 1, Article IV of this Code. Further, the City shall be entitled to pursue any other civil remedy available at law to enforce the provisions of this Chapter.

**Section 3. Severability.** The provisions of this ordinance are severable and the invalidity of any section, phrase, clause, or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING on this 16<sup>TH</sup> day of May, 2023, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 19<sup>th</sup> day of May, 2023, and set for second reading and public hearing on the 6<sup>th</sup> day of June, 2023.

INTRODUCED ON SECOND READING FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on this 6<sup>th</sup> day of June, 2023.

City of Salida

\_\_\_\_\_  
Mayor Dan Shore

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Administration	<b>PRESENTED BY</b> Drew Nelson - City Administrator	<b>DATE</b> June 6, 2023
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**ITEM**

Approval of Contract – Asbestos Abatement and Demolition Project – 102 D Street and 233 E. 1<sup>st</sup> Street

**BACKGROUND**

On April 21, 2023, the City of Salida released an Invitation to Bid (ITB) for the Asbestos Abatement and Demolition Project at 102 D Street and 233 E. 1<sup>st</sup> Street. The City acquired the properties, which included dilapidated and uninhabitable structures, in July of 2022. The City received word of an Innovated Housing Opportunities Initiative (IHOI) grant opportunity, and was awarded \$600,000 in IHOI for predevelopment work. On May 16, 2023, the City entered into an agreement with ArtSpace, Inc, a non-profit entity, to complete the predevelopment design work. In order for ArtSpace to commence on their work, the structures at 102 D Street and 233 E. 1<sup>st</sup> Street must be removed from the property.

On May 25, 2023, the City opened bids for the ITB at City Hall. The City received the following 3 bids that met the specifications as set out in the ITB:

Company	Location	Amount
JKS Industries, LLC	Greenwood Village, CO	\$341,364.58
Rockies Environmental and Demolition Services	Denver, CO	\$1,001,396.55
Cooley & Sons Excavating	Mosca, CO	\$430,408.00

The City also received an additional bid that did not meet the specifications of the ITB as it did not include the asbestos removal.

**FISCAL NOTE**

The lowest competitive bid that met all of the specifications in the Invitation to Bid is from JKS Industries at \$341,364.58. This amount will be covered by the use of IHOI grant funds as well as remaining ARPA funds to be used for affordable and workforce housing purposes. However, the City only budgeted \$250,000 for the demolition project, and the cost overages will need to be addressed by a budget amendment at a future date.

**STAFF RECOMMENDATION**

Staff recommends that the City Council award a contract to JKS Industries, LLC for the Asbestos Abatement and Demolition Project at 102 D Street and 233 E. 1<sup>st</sup> Street in the amount of \$341,364.58.

**SUGGESTED MOTION**

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



**Asbestos Abatement and Demolition Project**

**Date: May 25, 2023**

**Time of Opening: 12:00 PM**

**RESULTS OF BID OPENING**

**BIDDER**

**BID AMOUNT**

JKS Industries	\$341,364.58
Rockies Enviro. + Demo.	
Services	\$1,001,396.55
Cooley + Sons Excavating	\$430,408.00

Drew Nelson  
Witness

05/25/2023  
Date

HEATHER WRIGHT  
Witness

05/25/2023  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: City of Salida
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
<u>Addendum No. 1</u>	<u>May 5, 2023</u>
<u>Addendum No. 2</u>	<u>May 18, 2023</u>
<u>Addendum No. 3</u>	<u>May 22, 2023</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of

- the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER’S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit price(s) in "Exhibit A": **Note: Bidder to fill out Bid Tabs labeled "Bid Form Schedule A". Attached to back of Bid Form & Sign each.**

City reserves the right to award to low bidder for Schedule A and Bid Tabs.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 Fully responsive bids must include Bid Form Schedule A and Bid Form Schedule B filled out in their entirety.

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Evidence of Bidder is registered with the Colorado Secretary of State in good standing;
  - G. Required Bidder Qualification Statement with supporting data; and
  - H. Project Schedule for Schedule A and Schedule B.

## ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

JKS Industries, LLC

By:  
*[Signature]*



*[Printed name]*

Albert C. Gonzales

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]*



*[Printed name]*

Kevin Rabold

Title:

Estimator

Submittal Date:

May 25, 2023

Address for giving notices:

5200 DTC Parkway, Suite 100

Greenwood Village, CO 80111

Telephone Number:

(303) 238-0207

Fax Number:

(303) 238-0452

Contact Name and e-mail address:

Kevin Rabold

krabold@jksindustries.net

Bidder's License No.:

*(where applicable)*

**NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.

BID FORM SCHEDULE A

ARTICLE 1 – BASIS OF BID

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Bid Item # 1 – Mobilization/Demobilization**

Lump Sum Price: Twenty-Nine Thousand-Six Hundred-Seventy-Five Dollars  
 \_\_\_\_\_  
 (Written) (\$ 29,675.00 )  
(Total Price)

**Bid Item # 2 – Bonds**

Lump Sum Price: Ten Thousand Dollars  
 \_\_\_\_\_  
 (Written) (\$ 10,000.00 )  
(Total Price)

**Bid Item # 3 – Asbestos Remediation, Removal, and Disposal**

Lump Sum Price: Eighty Thousand Dollars  
 \_\_\_\_\_  
 (Written) (\$ 80,000.00 )  
(Total Price)

**Bid Item # 4 – Disconnect and Removal of Existing Utilities**

Lump Sum Price: Eighteen Thousand-Six Hundred-Sixty-Two Dollars and 50 Cents  
 \_\_\_\_\_  
 (Written) (\$ 18,662.50 )  
(Total Price)

**Bid Item # 5 – Temporary Site Fencing (estimated ~600 linear feet)**

Unit Price: Nine Thousand-Five Hundred Dollars  
 \_\_\_\_\_  
 (Written) (\$ 9,500.00 )  
(Total Price)

**Bid Item # 6 – Building Demolition**

Lump Sum Price: Twenty-Eight Thousand-Seven Hundred-Eight Dollars and 33 Cents  
 \_\_\_\_\_  
 (Written) (\$ 28,708.33 )  
(Total Price)

**Bid Item # 7 – Removal/Trucking/Disposal of All Demolished Materials**

Lump Sum Price: Eighty-Six Thousand-Four Hundred-Forty-Three Dollars and 75 Cents  
 \_\_\_\_\_  
 (Written) (\$ 86,443.75 )  
(Total Price)



**Bid Item # 8 – Backfill, Compaction, and Site Stabilization (CDOT Class I/II for subgrade backfill and surface with washed ¾" rock)**

Lump Sum Price: Fifty-Two Thousand-Six Hundred-Twenty-Five Dollars  
(Written) (\$ 52,625.00 )  
(Total Price)

**Bid Item # 9 – Erosion Control**

Lump Sum Price: Nineteen Thousand-One Hundred-Twenty-Five Dollars  
(Written) (\$ 19,125.00 )  
(Total Price)

**Bid Item # 10 – General surfaces restoration**

Lump Sum Price: Six Thousand-Six Hundred-Twenty-Five Dollars  
(Written) (\$ 6,625.00 )  
(Total Price)

**Total of All Bid Items**

Three Hundred-Forty-One Thousand-Three Hundred-Sixty-Four Dollars and 58 Cents  
(Written)


\$341,364.58  
(Numerals)

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

PROPOSED CONTRACTOR FIELD STAFF

The following information is submitted giving the names of the key personnel proposed by the Contractor for use on this project. Also provide qualifications and resume for each person along with the number of years with Contractor's organization.

<u>Name</u>	<u>Position</u>
<u>David Ramsdale</u>	Principal-in-Charge
<u>Ruben Domingo</u>	Project Manager
<u>Carlos Luch</u>	Project Superintendent
<u>Saul Santa Cruz</u>	Project Foreman

By: 

Name: Albert C. Gonzales

Title: CEO

Date: May 25, 2023

END OF SECTION

## **JKS Team Resumes**

### **David Ramsdale**

#### LICENSES

- Specialty D, Class A & B
- E-Rail Safe Certificate and Hazwoper Trained

#### AWARDS

- DIA/DEN Concourse Expansion Program - Concourse B East Project
- PMT Construction Manager-Quarterly Safety/Quality Award
- Numerous Trade Publications (High Profile Projects)

#### EXPERIENCE SUMMARY

Mr. Ramsdale has over 25 years of experience planning, managing, and supervising demolition, deconstruction, mitigation, excavation and site work. Reducing demolition debris and specializing in project management. His experience includes but is not limited to: Road and bridge demolition for CDOT, WYDOT, UDOT & NDOR, as well as, Residential, Commercial and Municipalities. In addition to demolition, mitigation and remediation of former decommissioned military installations.

Mr. Ramsdale is currently the Executive Vice President of JKS Industries, LLC and has been associated with JKS since 2018.

#### NOTABLE PROJECTS

Molson Coors G-150 Project, Colorado Dept. of Transportation (CDOT) Ilex to City Center, SolarTac Acceleration Facility Amonix Demolition, DIA/DEN Concourses A, B, & C, NE Dept. of Roads (NDOR) Koss Const. Sidney Interchange, CDOT/SEMA Construction Interstate 25 Fillmore Bridge - Award, EnviroFinance Group-Brownfield Partners/Alexco Resources Asarco Globe Smelter, CDOT/Jalisco International Alameda over Interstate 25, Fuehrer/Rocky Mountain Recycling Titan 1 Ellsworth AFB 850-C-1,2,3, Sparboe Farms Demolition, CDOT/Structures Inc. 80th Avenue over US 36, A.G. Spanos Companies Catania Building 1 & 2 Demolition , WYDOT/Reiman Corp. I-80 Green River Bridge Replacement, CDOT/Interstate Highway Construction I-25 Reconstruction, CDOT/CH2M Hill-SEMA Construction J.V. COSMIX Project Colorado Springs, WYDOT/SEMA Construction Cheyenne Marginal, City of Colorado Springs Cimarron St over UPRR, Denver Water/Garney Construction Capitol Hill Recycled Water Tank, CDOT/Jalisco International 144th Avenue @ I-25 Interchange, CDOT/AMES Construction I 270 Quebec Street Interchange, CDOT/SEMA

## **Ruben Domingo**

### REGISTRATIONS/CERTIFICATIONS

- 40-Hour AHERA Supervisor Course
- 40-Hour HAZWOPER
- 8-Hour HAZMAT
- First Aid/CPR
- 30-OSHA Construction Safety and Health
- RAD Tech II
- Hazardous Waste Operations Course
- Worker Level 2 Beryllium
- State of Colorado Asbestos Supervisor License
- State of Colorado Project Designer
- Lead Awareness
- Fork Lift Class VII

### EXPERIENCE SUMMARY

Mr. Domingo has over 20 years of experience supervising and managing large and small scale asbestos, lead and mold abatement projects. Mr. Domingo oversees the safety and productivity of the environmental remediation division and conducts safety meetings with the crews on a regular basis. Mr. Domingo understands the importance of reviewing the technical specifications and drawings to develop cost effective estimates and an efficient strategy to execute the projects. In addition, he communicates those strategies to the field supervisors working on the sites. This flow of communication allows JKS Industries to complete each project on time, within budget and without any safety or regulatory violations

Mr. Domingo has been associated with JKS Industries, LLC since

### 2012. NOTABLE PROJECTS

City and County of Denver Environmental on call Abatement Contract, USAFA Vandenberg Hall, United States Army Fort Carson Army Base, United States Air Force F.E Warren Missile Storage Base, Boulder Valley School District, Denver Public Schools, CDOT Asbestos on Call Services, Federal Center, IBM, Conoco Phillips, DEN, St Varian School District, Jefferson County School District, Rocky Flats DOE, MC Murdo Base Antarctica, USAP, Manor Vail, Vail, CO, Libby Montana "Superfund" EPA, USAFA "CCLD" Renovation, Suncor Refinery.

## Saul Santacruz

### SKILLS

- 100,000 + hours operating heavy construction equipment
- Civil Utilities
- Earthwork
- Heavy Demolition
- Supervisory and Foreman

### EXPERIENCE SUMMARY

30 + years of experience in demolition projects, civil utilities and earthwork. Operated over 100,000 hours in heavy construction equipment. Oversees all field operations including but not limited to road and bridge projects, building demolitions, civil utility division and earthwork operations. Experience as the foreman and lead operator for a primary pipe crew. Headed a water and sewer division and installed new serviced for municipalities and CDOT.

Mr. Santacruz has been associated with JKS Industries since 2018.

## Carlos Luch

### REGISTRATIONS/CERTIFICATIONS

- 40-Hour AHERA Supervisor Course
- 8-Hour AHERA Supervisor Refresher
- 40-Hour HAZWOPER
- 8-Hour HAZMAT
- First Aid / CPR
- Hazardous Waste Operations Course
- State of Colorado Asbestos Supervisor License
- Lead Awareness

### EXPERIENCE SUMMARY

Mr. Luch has 28 years of experience supervising large and small asbestos, lead and mold projects. Mr. Luch oversees the safety and productivity of asbestos and other hazardous material removal on each project. This includes the remediation of asbestos, lead and mold. He conducts safety meetings with his crews daily, documents all daily logs, sign-in and sign-out sheets and all workers hours. Mr. Luch works with the PM to understand all technical specifications and drawings to develop an efficient strategy to execute the projects. In addition, he communicates those strategies to the laborers working on the site. This flow of communication allows JKS Industries to complete each project on time, within budget and without any safety or regulatory violations

Mr. Luch has been associated with JKS Industries, LLC since 2012.

## NOTABLE PROJECTS

Item 11.

City and County of Denver Environmental on call Abatement Contract, USAFA Vandenberg Hall, United States Army Fort Carson Army Base, United States Air Force F.E Warren Missile Storage Base, Boulder Valley School District, Denver Public Schools, CDOT Asbestos on Call Services, Federal Center, IBM, Conoco Phillips, DEN, St Varian School District, Jefferson County School District, Rocky Flats DOE, Suncor Refinery, Byron G. Rogers Building Federal Building, Custom House Federal Building.

SUBCONTRACTOR LISTING

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All specialty contractors noted and all work to be subcontracted over \$10,000 shall be listed.

AMOUNT OF SUBCONTRACT	NAME AND ADDRESS OF SUBCONTRACTOR	PORTION OF WORK
_____	All work will be self performed	Site Work Self performed
_____	_____	Asbestos Remediation Self performed
_____	_____	Demolition Self performed
_____	_____	Utility Shut-Off Self performed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Albert C. Sigala*  
\_\_\_\_\_  
Signature

END OF SECTION



BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

JKS INDUSTRIES, LLC
5200 DTC Parkway, Suite 200
Greenwood Village, Colorado 80111

SURETY (Name, and Address of Principal Place of Business):

AMERICAN ALTERNATIVE INSURANCE CORPORATION
555 College Road East, P.O. Box 5241
Princeton, New Jersey 08543

OWNER (Name and Address):

City of Salida, The Touber Building
448 E. First Street, STE 112
Salida, CO 81201

BID

Bid Due Date: May 25, 2023

Description (Project Name— Include Location): City of Salida Asbestos Abatement and Demolition Project

BOND

Bond Number: N/A

Date: May 25, 2023

Penal sum Five Percent (5%) of the Total Amount of the Bid \$ (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

JKS INDUSTRIES, LLC (Seal)

Bidder's Name and Corporate Seal

AMERICAN ALTERNATIVE INSURANCE CORPORATION (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature

ALBERT C. GONZALEZ
Print Name

CEO
Title

Witness: [Signature]
Attest: Signature

manager
Title

By: [Signature]
Signature (Attach Power of Attorney)

Kim Payton
Print Name

Attorney-in-Fact
Title

Witness: [Signature]
Attest: Signature

Wes Butorac, Littleton, Colorado
Title

\*Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Cynthia M. Burnett; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By: Michael G. Kerner, President
Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo, Notary Public, State of New Jersey, My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 25th day of May, 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Signature of Ignacio Rivera, dated Sep 24, 2021 16:06 EDT

Ignacio Rivera, Deputy General Counsel & Secretary

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
  2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
  3. This obligation shall be null and void if:
    - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    - 3.2 All Bids are rejected by Owner, or
    - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
  4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
  5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
  6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
  7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
  8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
  9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
  10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
  11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
-

QUALIFICATIONS STATEMENT

- 1. SUBMITTED BY:  
Official Name of Firm: JKS Industries, LLC  
Address: 5200 DTC Parkway, Suite 100  
Greenwood Village, CO 80111  

---
  
- 2. SUBMITTED FOR:  
Owner: City of Salida  
Project Name: Asbestos Abatement and Demolition Project  
102 D Street and 233 E. 1st Street  
TYPE OF WORK: Abatement and Demolition  

---
  
- 3. CONTRACTOR'S CONTACT INFORMATION:  
Contact Person: Kevin Rabold  
Title: Estimator  
Phone: (720) 355-5191  
Email: krabold@jksindustries.net  

---
  
- 4. AFFILIATED COMPANIES:  
Name: N/A  
Address:   

---

5. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all comparable and municipal projects completed within the last 3 Years (If Joint Venture list each participant's projects separately).

Provide a minimum 3 municipal references in which like work has been performed during the past 3 years. Describe work activities.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES       NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES       NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES       NO

If YES, attach as an Attachment details including Project Owner's contact information.

6. SAFETY PROGRAM

Name of Contractor's Safety Officer: Raymond Robitschek

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total

amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

7. SUBCONTRACTOR LISTING:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid)

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. MATERIAL SUPPLIERS:

9. EQUIPMENT:

MAJOR EQUIPMENT: List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JKS Industries, LLC

NAME OF ORGANIZATION

*[Signature]*

BY

CEO

TITLE

May 25, 2023

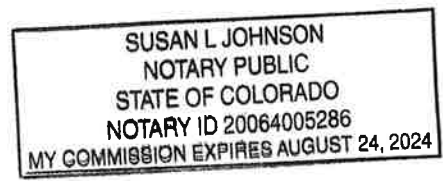
DATE

NOTARY ATTEST: *Susan L. Johnson*

SUBSCRIBED AND SWORN TO BEFORE ME THIS 25<sup>th</sup> DAY OF May, 2023

NOTARY PUBLIC - STATE OF Colorado

MY COMMISSION EXPIRES: August 24, 2024



REQUIRED ATTACHMENTS

- 1. Schedule A (Current Experience).
- 2. Schedule B (Previous Experience).
- 3. Schedule C (Major Equipment).
- 4. Resumes of officers/key individuals (including Safety Officer) of firm named in Section 1.
- 5. Required safety program.
- 6. Additional items as pertinent.

SCHEDULE A

Item 11.

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
City and County of Denver - Congress Park	Name: Steve Gonzales Address: steve.gonzales@denvergov.org Telephone: (720) 913-5082	Name: Company: Telephone:	3-10-2023	Abatement and Demolition	In progress	\$265,000
Caterpillar	Name: Turner Construction Address: 4201 Zuni St. Suite 301 Denver, CO 80216 Telephone: (303) 753-9600	Name: Company: Telephone:	12-21-2022	Asbestos Abatement and Remediation	In progress	\$675,000
Artspace	Name: Turner Construction Address: 4201 Zuni St. Suite 301 Denver, CO 80216 Telephone: (303) 753-9600	Name: Company: Telephone:	4-17-2023	Abatement and Demolition	In progress	\$138,000
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				



**City of Salida  
Abatement and Demolition  
102 D Street and 233 E. 1<sup>st</sup> Street  
JKS Industries, LLC – Schedule B**

Customer: Molson Coors  
Contact Name: Ty Vess  
Phone: (720) 363-0968  
Email: [ty.vess@molsoncoors.com](mailto:ty.vess@molsoncoors.com)

In 2020, JKS Industries, LLC was selected by Molson Coors to launch the G -150 Project, basically clearing the path for the new brewery. The project consisted of demolishing the Crawford Street Bridge over Clear Creek, the demolition of the CBU Building, the Gallery Structure attached to the Packaging Building over railroad tracks and culminating in the demolition of the Cooling Tower buildings. Our strong performance led to securing the over-excavation and backfill where we placed over 105,000 tons of Class 1 Structural backfill, compacting in 8” lifts maintaining 98% modified proctor standards constructing the building pad that can withstand 8,000 psi loads on the foundations.

Under the aforementioned Master Services Agreement, Molson Coors has continued to award task orders via their purchase order system to JKS Industries, for the following Scopes of Work. These awards include but are not limited to: Removal of T-Norm soil, lead based paint abatement, asbestos abatement, removal of pipe containing asbestos material, multiple structural demolition and the removal of railroad track infrastructure.

This project in its entirety encompasses all of the relevant requirements in the solicitation, including but not limited to: buildings in excess of two stories, asbestos abatement, lead abatement, and far exceeds the example of a project exceeding \$1,000,000 or more.

Customer: Millstone Weber  
Contact Name: Brandon Bates  
Phone: (314) 210-0833  
Email: [Brandon.bates@millstoneweber.com](mailto:Brandon.bates@millstoneweber.com)

JKS Industries was selected to launch the Concourse B East Enabling project which consisted of the following scope of work: install site capture, construct and set the required Jet-Blast fence, saw cut and remove approximately 15,000 sy of 17 inch pavement (tarmac), load and haul all concrete to DEN’s north recycling yard and finally crush the concrete to a CDOT Class 6 specification. Our strong performance was rewarded with receiving the Quarterly Safety and Performance Award as well as the

**Total Site Work ~ Asbestos Abatement ~ Earthwork ~ Excavation ~ Demolition**

contract enhancement of \$4,081,382 to crush an additional 500,000 tons of aggregate in support of the airport's expansion projects throughout the year 2020.

This high-profile project exemplifies JKS' capabilities and commitment to excellence while addressing the relevancy of performing construction/demolition project grossing more than the \$1,000,000 requirement.

Customer: Denver Public Schools  
Contact Name: Michael Lucero, Project Manager  
Phone: (720) 466-9083  
Email: [Michael\\_Lucero1@dpsk12.net](mailto:Michael_Lucero1@dpsk12.net)

JKS Industries, LLC has a history of completing remediation projects for the Denver Public Schools. Below are examples of recent projects completed by JKS for Denver Public Schools.

**Denver Center for International Studies (aka. Baker Middle School) Crawlspace Abatement**

Schedule of Project: July 15, 2022, through August 5, 2022

Contract Value: \$581,215.00

**Scope of Work:**

In April 2022, JKS was awarded a contract with Denver Public Schools to complete crawlspace abatement including decontamination, piping re-insulation, and vapor barrier installation. All work was completed on time and within budget.

**Smiley Elementary School Crawlspace Abatement**

Schedule of Project: June 7, 2021, through August 1, 2021

Contract Value: \$636,370.00

**Scope of Work:**

In April 2021, JKS was awarded a contract with Denver Public Schools to complete crawlspace abatement at Smiley Elementary School. The work completed included:

- Removal and disposal of 56 asbestos containing pipe fitting insulation
- Removal and disposal of 50,935 s.f. of asbestos containing soil and debris throughout the crawlspace
- Re-insulation of all piping included for abatement and remaining uninsulated piping throughout the crawlspace
- Installation of specified vapor barrier throughout the crawlspace work area

**Denison Montessori School Crawlspace Abatement**

Schedule of Project: June 8, 2020, through July 12, 2020

Contract Value: \$357,245.00

## Scope of Work:

In February 2020, JKS was awarded a contract with Denver Public Schools to complete asbestos abatement in the crawlspace of Dennison Montessori School. Work completed included: abatement and disposal of 3,800 linear feet of pipe insulation, 1,100 asbestos containing pipe fittings, and 185 cubic yards of asbestos containing soil. JKS also installed insulation on all piping systems that were abated as part of the project scope.

Customer: US Department of Agriculture, Forest Service

Contact name: Christina Schofield

Phone: (970) 295-6635

Email: [Christina.schofield@usda.gov](mailto:Christina.schofield@usda.gov)

Schedule of Project: 120 calendar days: beginning October 14, 2020, completed November 29, 2020

Contract Value: \$412,046.90

## Scope of Work:

**Del Norte High School Hazardous Materials Abatement**

The Rio Grande National Forest required hazardous materials abatement at the Del Norte High School, which was being converted to the Rio Grande Supervisor' Office. Prior to the solicitation the Forest Service prepared design documents for the demolition of a portion of the building. As part of the design process, a hazardous material survey was conducted. This survey identified asbestos containing material (ACM), lead based paint and other regulated building materials. The Statement of Work for the project was based on the aforementioned survey. Work for this project required the contractor to be responsible for supplying all labor, materials, equipment, utilities, miscellaneous items, freight and delivery and all necessary valid licenses and permits to complete the work. Work for this project consisted of hazardous material removal from the Del Norte High School building constructed in 1968. After hazardous material removal was complete, the building was partially demolished and the remainder of the building was remodeled for use as an office building. The demolition and remodel work was not part of this contract.

**JKS Industries, Inc.**  
**Equipment**

Description	Quantity
Floor Scraper	1
Floor Scraper w/48 vdc battery	1
Dust Collector	1
2000 Negative Air Machine Visual Alarm 3 EA/PLT	6
700 Negative Air Machine Visual Alarm 16/PLT	2
Abatement Tech Suitcase Shower Easy Up S4000EU	1
ACSI Popup Aluminum Shower 31x30x85 (Open)	1
2000 Negative Air Machine Visual Alarm 3 EA/PLT	12
ACSI Popup Aluminum Shower 31x30x85 (Open)	1
Titan Impact Sprayer w/Gun Tip & Hose Skid 8 EA/PLT	2
2000 Negative Air Machine Visual Alarm 3 EA/PLT	8
ACSI Popup Aluminum Shower 31x30x85 (Open)	1
Differential Pressure Recorder Omniguard 5 w/ modem	1
2000 Negative Air Machine Visual Alarm 3 EA/PLT	10
Clarke 17" Floor Buffer CFP Pro 17HD	2



**CITY COUNCIL ACTION FORM**

Parks and Recreation	Presented by Diesel Post - Parks and Recreation Director	Date 6/6/23
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**ITEM**

Resolution 2023-27 – A resolution to allow overnight camping in Marvin Park on September 15 and 16, for the 2023 Salida 76 and Crest Crank events.

**BACKGROUND**

A part of the 2023 Salida 76 and Crest Crank event proposal included a request for overnight camping at Marvin Park. City of Salida Municipal code 11-6-20 prohibits overnight camping in City of Salida Parks. The code also states:

*Permission to camp by resolution, the City Council may grant an individual or group of individuals permission to within a City park. The resolution shall specify the group, park and days during which the camping is allowed.*

Resolution 2023-27 would allow for overnight camping for this event.

**FISCAL NOTE**

N/A

**STAFF RECOMMENDATION**

At the July Special events meeting, all department heads will discuss the event and conditions for approval via a later consent agenda item.

**SUGGESTED MOTION**

A Council member should move to approve resolution 2023-27 , to allow overnight camping in Marvin Park on September 15 and 16, 2023 for the 2023 Salida 76 and Crest Crank events.



**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 27  
(Series 2023)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO TO ALLOW OVERNIGHT CAMPING IN MARVIN PARK ON SEPTEMBER 15 & 16 FOR THE 2023 SALIDA 76 AND CREST CRANK EVENT.**

**WHEREAS**, City of Salida Municipal Code 11-6-20 prohibits overnight camping in city parks; and

**WHEREAS**, the City of Salida desires to collaboratively work with SMT and the Alliance to hold an event from September 15 -17, 2023; and

**WHEREAS**, the City of Salida Municipal Code 11-6-20 section “b” states: *Permission to camp by resolution, the City Council may grant an individual or group of individuals permission to camp within a City park. The resolution shall specify the group, park and days during which the camping is allowed.*

**WHEREAS**, event applications, assurances, and paperwork will be in order.

**WHEREAS**, the overnight camping request have been presented to City Council on 5/6/23.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Salida that:

Section 1. The participants in the Salida 76 and Crest Crank event from Sep 15-17, 2023 are allowed to overnight camp in the outfield at Marvin Park on Sept 15 and Sept 16, 2023.

**RESOLVED, APPROVED, AND ADOPTED on this 6TH day of JUNE 2023.**

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Mayor Dan Shore

(SEAL)

ATTEST:

City Clerk



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Public Works	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> June 6, 2023
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## ITEM

Ordinance 2023-09, Imposing a temporary moratorium on the acceptance, processing and approval of applications for connection to the wastewater system for those properties benefiting from the Poncha Interceptor and affected by its capacity limitations, and declaring an emergency.

## BACKGROUND

Over the last six years, the Town of Poncha Springs has experienced exponential and unprecedented growth, which alerted the City to the need for specific planning as it related to the Poncha Springs Service Area within the Water and Wastewater Enterprise of the City of Salida.

The City first notified Poncha Springs of the growing concern regarding pipeline capacity due to rapid growth towards the end of 2017. These capacity concerns prompted City staff to engage Providence Infrastructure Consultants in 2018 to monitor sewer flow at the Interceptor for comparison with pipeline capacity, and for recommendations as to when upgrades would be required, as well as for capital improvements planning. The City presented the Sewer Collection System Infrastructure Build Out Plan in December 2019 to the Poncha Town Board at the Salida SteamPlant, to plan and get ahead of this issue.

Following that presentation, the City installed additional flow meters in 2020 to confirm the projections in the Plan. This data was tracked daily for over two years, and results were placed into an engineering report by Providence Infrastructure Consultants, entitled "Poncha Interceptor Flow Analysis Technical Memorandum," which was provided to Poncha Springs. This Technical Memorandum concluded that the existing Interceptor was approaching capacity and was anticipated to reach critical flow at buildout of existing platted lots already approved through previously approved sewer line extension or connection agreements. The anticipated development and current rate of growth within the Poncha Springs Service Area made clear the need to upsize the sanitary sewer infrastructure within the next few years and before the specific threshold of units were developed. Additionally, the annual increase in residential sewer connections in the Poncha Springs Service Area over the last three years was found to be significant, amounting to an increase of 11.5% annually, or 33% over the last three years.

This substantial increase occurred despite Poncha Springs in 2018 and 2019 incorrectly projecting anticipated growth as 4% for the foreseeable future, through the year 2035.



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Public Works	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> June 6, 2023
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Figure 2 of the Technical Memorandum indicated that Interceptor sewer flow will reach 80% pipe capacity between 1,150 and 1,375 equivalent single-family units. This is the critical timeframe Providence Infrastructure Consultants recommended using to begin construction of improvements to the Interceptor. As of January 2023, the current number of residential units in the Poncha Springs Service Area is 688, with an additional approximately 500 residential units already approved by Salida through executed sewer line extension or connection agreements but not yet online. This total of 1,168 single family equivalents reaches the alarming threshold of 80% of the current pipe capacity, triggering the need for replacement and expansion of the Interceptor. Any new development in addition to the total amount of 1,168 equivalent single family units goes beyond the critical 80% pipe capacity of the current Interceptor, which is why the City responsibly withheld sewer line extension agreements for developments approved by the Poncha Springs Town Board comprising of 262 residential units, and why a moratorium must be placed on such properties and subsequent development connecting to the wastewater system, until the necessary capital improvements benefiting said properties are funded.

Due to these imminent capacity concerns at the Interceptor, City of Salida Public Works Director David Lady submitted agency review comment letters to the Poncha Springs Town Board for the land use public hearings involving this significant residential development, namely the Tailwinds II Subdivision Phase 1 application in April 2022 and the Poncha Meadows Filing No. 2 Subdivision application in June 2022. These letters placed both Poncha Springs and the developers on notice that sewer line extension agreements prior to the issuance of sewer taps would be contingent upon either re-negotiated Intergovernmental Agreements (IGAs) or the developer providing off-site improvements due to the noted capacity limitations. The letters clearly stated that “the developer will be required to submit an application for sewer service and receive approval of the sewer extension agreement by the Salida City Council prior to the issuance of sewer taps.” Nevertheless, the Poncha Springs Town Board approved both subdivision applications, which would account for a 28% increase in existing units within Poncha Springs.

In fact, as early March 3, 2020, pursuant to the direction of the City Council acting as the Enterprise Board, Mayor P.T. Wood sent a letter to the Poncha Springs Town Board, in advance of the Town’s public hearing on the Moltz (Tailwinds II) annexation application that this 54.25 acre property was identified outside of the planned municipal services area, and that such plan indicated that in order to serve such areas designated as “unknown,” the Poncha Interceptor would need to be upsized. Mayor Wood reiterated that the 2019 Sewer Collection System Build-Out Infrastructure Plan indicated that a portion of the Interceptor needed to be upsized in order to provide reliable service



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Public Works	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> June 6, 2023
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for development beyond the planned areas, which would be the case should this property be annexed and provided service. Mayor Wood’s March 3, 2020 letter concludes that the “City of Salida, acting as the Water and Wastewater Enterprise, humbly requests that no decision on annexation (especially with regard to public improvements) be made until the full scope of flow data be collected, analyzed, and discussed. We desire to continue to work collaboratively with the Poncha Springs Board of Trustees on delivering sustainable, cost-effective wastewater service to residents of both Salida and Poncha Springs, and it is imperative that factual data be allowed to drive the ongoing conversations that started during development of the Plan. This March 3, 2020 letter also stated that the engineering data, being compiled by Providence Infrastructure Consultants and later articulated within the Technical Memorandum, “is critical to understand the implications of continued growth of flows in the trunk line. It is the City’s belief that without the data we are in the process of collecting, any decisions related to land use and development would be missing critical information to assist the Poncha Springs Board of Trustees in its contemplation of the annexation request. This has far-reaching financial implications for rate payers and property owners in Poncha Springs should additional improvements, including expansion, need to occur with the Poncha Springs trunk line.”

The Poncha Springs Town Board unfortunately ignored this firm and direct warning by the City and instead approved the annexation of the Moltz/Tailwinds II property, and later approved the property’s subdivision application.

It is important to note that but for this exponential, unprecedented and unplanned growth within Poncha Springs, the upgrades to the Interceptor would not be necessary. In fact, the Interceptor is the only facility currently requiring an upgrade to increase capacity. No development within the City of Salida, or outside these properties serviced and benefiting from the Interceptor is creating the need for this capital improvement, and no other parts of the wastewater system are nearing capacity or require construction upgrades. These upgrades only benefit the brand new Poncha development. Finally, a system-wide capacity issue does not currently exist, nor is the wastewater treatment plant nearing capacity.

Additionally, Section 7 of the April 6, 2010 Intergovernmental Agreement between the City of Salida and the Town of Poncha Springs for Transfer of Sewer System clearly states: “Poncha Springs’ future development shall not be limited by the Sewer System, its construction, operation or maintenance, provided that the costs of construction and expansion of the Sewer System are not paid for by the existing rate payers but that the costs are borne by the future development.”



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Public Works	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> June 6, 2023
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Unfortunately, Poncha Springs has not managed development pursuant to the direction of its 2011 Master Plan, or in a way that most of the state and country operates. Instead, Poncha Springs has experienced exponential growth due to the Town Board’s unfettered approval of land use developments. These approvals have unfortunately been made by Poncha Springs with indifferent regard towards the City’s grave concerns of capacity of the Interceptor, including forceful warnings before the Town approved annexation and subdivision plat applications of developments exceeding critical threshold Interceptor capacity.

You, acting as the Water and Wastewater Enterprise Board, are the responsible agent for preserving, sustaining, enhancing and expanding the City’s utility systems, and owe an obligation and a fiduciary responsibility to current ratepayers, as well as current and future properties not specially benefiting from the necessary Interceptor upgrades.

Due to infrastructure limitations at the Poncha Interceptor, the Enterprise lacks the capacity to serve additional Single Family Equivalent development projects until such time that capital improvements are financed, funded and completed to provide the ability to serve new building construction projects.

Municipalities have the authority to enact moratoria in order to preserve the status quo, protect public health and safety, and promote orderly development, and where there are significant utility capacity limitations.

This temporary moratorium would apply to properties benefiting from the Poncha Interceptor and affected by its capacity limitations, which have not yet been approved for connection to the wastewater system by the City Council through executed sewer line extension or connection agreements. This moratorium will not apply to properties which have already been approved for connection through the execution of a sewer line extension or connection agreement, or to lots platted within the Town of Poncha Springs as of April 6, 2019, when the IGA for Transfer of Sewer System was executed between Salida and Poncha.

Please note that this is an emergency ordinance, which requires an affirmative vote of 3/4ths of the governing body, and which shall become effective immediately upon adoption.



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Public Works	<b>PRESENTED BY</b> Nina P. Williams - City Attorney	<b>DATE</b> June 6, 2023
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**STAFF RECOMMENDATION** City Staff strongly recommends approval of Ordinance No. 2023-09, due to the noted grave capacity concerns at the Poncha Interceptor, and the need to finance and fund the project and determine a structure to support the repayment of such debt to cover the costs of the necessary upgrades due to the unprecedented growth and land use approvals in the Town of Poncha Springs.

## **SUGGESTED MOTION**

A City Councilmember should state, "I move to approve Ordinance 2023-09, Imposing a temporary moratorium on the acceptance, processing and approval of applications for connection to the wastewater system for those properties benefiting from the Poncha Interceptor and affected by its capacity limitations, and declaring an emergency," followed by a roll call vote.



**CITY OF SALIDA, COLORADO  
ORDINANCE NO. 09  
(Series of 2023)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, ACTING AS THE GOVERNING BODY OF THE WATER AND WASTEWATER ENTERPRISE OF THE CITY OF SALIDA, IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING AND APPROVAL OF APPLICATIONS FOR CONNECTION TO THE WASTEWATER SYSTEM FOR THOSE PROPERTIES BENEFITING FROM THE PONCHA INTERCEPTOR AND AFFECTED BY ITS CAPACITY LIMITATIONS, AND DECLARING AN EMERGENCY**

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

**WHEREAS**, pursuant to C.R.S. § 31-15-401, the City by and through its City Council (“Council”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

**WHEREAS**, pursuant to such authority, the City has previously adopted certain regulations within Chapter 13 of the Salida Municipal Code (“Code”) concerning municipal utilities; and

**WHEREAS**, pursuant to Chapter 13, Article 1, the Water and Wastewater Enterprise of the City of Salida (“Enterprise”) was established, which is authorized to implement provisions of Chapter 13 of the Code and perform all other functions and duties as authorized by law, and which Enterprise is wholly owned by the City and operates in accordance with all applicable laws; and

**WHEREAS**, pursuant to Code section 13-1-30, the City Council serves as the governing board and body of the Water and Wastewater Enterprise; and

**WHEREAS**, pursuant to Code section 13-1-50 of the Code, the Enterprise board’s powers and duties include: (1) recommendation of rates, fees and charges for enterprise services, which rates, fees and charges shall be established by resolution of the City Council; (2) issuance and payment of debt service requirements and financial obligations; (3) acquisition, development and protection of water supplies decreed, adjudicated or contracted for the City; (4) preparation of an annual budget and development of long range plans for water and wastewater improvements; (5) contracting with individuals or firms for professional services to include but not be limited to construction, engineering, legal or financial; and (6) exercising all other powers and duties authorized by applicable law; and

**WHEREAS**, over the last six years, the Town of Poncha Springs (“Poncha Springs”) has experienced exponential and unprecedented growth, which alerted the City to the need for specific planning as it related to the Poncha Springs Service Area within the Water and Wastewater Enterprise of the City of Salida; and

**WHEREAS**, the City first notified Poncha Springs of the growing concern regarding pipeline capacity due to rapid growth towards the end of 2017. On November 6, 2017, it was noted within Salida City Administrator Larry Lorentzen’s Memorandum to Mayor and Council regarding the updated draft 2018 budget, under *Future Needs & Concerns* as follows: “A preliminary evaluation of collection system in Poncha Springs area has sewer system capacity issues. Upsizing of existing lines and/or re-routing of flows may be required in the near future to address growth. Staff has reported to City Administrator and worked with Poncha Springs staff recently to make note of these concerns to ensure that development is addressed in a responsible manner. Distribution and collection system studies need to be updated routinely due to the increases in growth;” and

**WHEREAS**, these capacity concerns prompted City staff to begin conferring with Providence Infrastructure Consultants in 2018 related to the Poncha Interceptor (“Interceptor”), located along US-50 near Poncha Springs Lane within the Town of Poncha Springs and terminating along US-50 near 14<sup>th</sup> Street in the City of Salida, which services properties within the Town of Poncha Springs and the Poncha Springs Service Area; and

**WHEREAS**, Providence was subsequently engaged to monitor sewer flow at the Interceptor for comparison with pipeline capacity, and for recommendations as to when upgrades would be required, as well as for capital improvements planning. The Salida Water and Wastewater Enterprise paid for their analysis, in the amount of \$176,291.35; and

**WHEREAS**, in 2019, the Salida City Council set goals related to “Community Infrastructure: ensuring proper asset management controls, and Fiscal Responsibility: making information available on a regular basis to make decisions;” and

**WHEREAS**, this led to the presentation of the Sewer Collection System Infrastructure Build Out Plan in December 2019 to the Poncha Town Board at the Salida SteamPlant, to plan and get ahead of this issue; and

**WHEREAS**, following that presentation, the City installed additional flow meters in 2020 to confirm the projections in the Plan. This data was tracked daily, and results were placed into an updated Technical Memorandum which were provided to Poncha Springs; and

**WHEREAS**, over the last many years, the Salida Water and Wastewater Enterprise and City staff continued to work diligently on issues like infiltration and line maintenance to ensure the sewer system at the Poncha Interceptor remains viable. Staff has implemented a routine maintenance program of jetting all sewer lines every 3 years, and the City of Salida 2020 Budget included the purchase of a new \$400,000 jet vac truck and TV device to make sure that lines are free and clear. Salida also invested in upgraded monitoring and tracking infrastructure for the Interceptor, as well as increased staff training. This financial and logistic commitment has been with the intent of keeping ahead of future maintenance and data tracking issues, to the greatest extent possible; and

**WHEREAS**, the engineering report created by Providence Infrastructure Consultants,

entitled “Poncha Interceptor Flow Analysis Technical Memorandum,” (“Technical Memo”) presented the updated Poncha Springs Service Area flow meter data and growth projections. Upper and lower Interceptor flow meter data were collected from January 2020 to March 2022 and compared with the estimated flows and peaking factors from the Sewer Collection System Infrastructure Build Out Plan dated December 16, 2019. The final version of this Technical Memorandum is dated September 13, 2022, which was updated from the October 10, 2021, March 18, 2022, and April 11, 2022 versions; and

**WHEREAS**, Table 2-6 of the Technical Memorandum provides the total number of residential unit and commercial unit connections estimated at full buildout in the Poncha Springs Service Area. This anticipates that the commercial user class units will double, increasing from 71 existing units to a total of 141 at full buildout. Residential user class units will expand from 552 existing units to 4,588 units at full buildout, amounting to an escalation of 831%; and

**WHEREAS**, existing units were provided in Table 2-1 and planned developments were provided in Table 2-2. Existing units plus planned developments, with sewer line extension or connection agreements in place, totaled 1,139 units. Build out of these units would therefore have the existing trunk line approximately at capacity. Reaching the critical flow was estimated to occur in 2026, as identified in the Conclusion of the Technical Memorandum; and

**WHEREAS**, this Technical Memorandum concluded that the existing Interceptor was approaching capacity and was anticipated to reach critical flow at buildout of existing platted lots already approved through previously approved sewer line extension or connection agreements. The anticipated development and current rate of growth within the Poncha Springs Service Area made clear the need to upsize the sanitary sewer infrastructure within the next few years and before the specific threshold of units were developed; and

**WHEREAS**, the annual increase in residential sewer connections in the Poncha Springs Service Area over the last three years was found to be significant, amounting to an increase of 11.5% annually, or 33% over the last three years; and

**WHEREAS**, this substantial increase occurred despite Poncha Springs Town Administrator Brian Berger’s May 22, 2018 email to City Public Works Director David Lady stating: “Attached is the information from the Comp Plan showing varying % increases and a crude excel spreadsheet with 4% growth. For the foreseeable future I believe 4% is a decent variable,” and such attachments incorrectly projecting growth in the Poncha Springs Service Area as 4% for the foreseeable future, through the year 2035; and

**WHEREAS**, this exponential growth occurred despite Poncha Springs Town Administrator Brian Berger representing similar estimated percentage increases of growth at a joint meeting between the municipalities on December 3, 2019; and

**WHEREAS**, Figure 2 of the Technical Memorandum indicated that Interceptor sewer flow will reach 80% pipe capacity between 1,150 and 1,375 equivalent single family units. This is the critical timeframe Providence Infrastructure Consultants recommended using to begin construction of improvements to the Interceptor. As of January 2023, the current number of

residential units in the Poncha Springs Service Area is 688, with an additional approximately 500 residential units already approved by Salida through executed sewer line extension or connection agreements but not yet online. This total of 1,168 single family equivalents reaches the alarming threshold of 80% of the current pipe capacity, triggering the need for replacement and expansion of the Interceptor; and

**WHEREAS**, any new development in addition to the total amount of 1,168 equivalent single family units goes beyond the critical 80% pipe capacity of the current Interceptor, which is why the City has responsibly withheld sewer line extension agreements for developments approved by the Poncha Springs Town Board comprising of 262 residential units, and why a moratorium must be placed on such properties and subsequent development connecting to the wastewater system, until the necessary capital improvements benefiting said properties are funded; and

**WHEREAS**, due to these imminent capacity concerns at the Interceptor, City of Salida Public Works Director David Lady submitted agency review comment letters to the Poncha Springs Town Board for the land use public hearings involving this significant residential development, namely the Tailwinds II Subdivision Phase 1 application in April 2022 and the Poncha Meadows Filing No. 2 Subdivision application in June 2022. These letters placed both Poncha Springs and the developers on notice that sewer line extension agreements prior to the issuance of sewer taps would be contingent upon either re-negotiated Intergovernmental Agreements (IGAs) or the developer providing off-site improvements due to the noted capacity limitations. The letters clearly stated that “the developer will be required to submit an application for sewer service and receive approval of the sewer extension agreement by the Salida City Council prior to the issuance of sewer taps.”

**WHEREAS**, despite the foregoing, the Poncha Springs Town Board approved both subdivision applications which would account for a 28% increase in existing units within Poncha Springs; and

**WHEREAS**, as early as March 3, 2020, pursuant to the direction of the City Council acting as the Enterprise Board, Mayor P.T. Wood sent a letter to the Poncha Springs Town Board, in advance of the Town’s public hearing on the Moltz (Tailwinds II) annexation application that this 54.25 acre property was identified outside of the planned municipal services area, and that such plan indicated that in order to serve such areas designated as “unknown,” the Poncha Interceptor would need to be upsized. Mayor Wood reiterated that the 2019 Sewer Collection System Build-Out Infrastructure Plan indicated that a portion of the Interceptor needed to be upsized in order to provide reliable service for development beyond the planned areas, which would be the case should this property be annexed and provided service. Mayor Wood’s March 3, 2020 letter concludes that the “City of Salida, acting as the Water and Wastewater Enterprise, humbly requests that no decision on annexation (especially with regard to public improvements) be made until the full scope of flow data be collected, analyzed, and discussed. We desire to continue to work collaboratively with the Poncha Springs Board of Trustees on delivering sustainable, cost-effective wastewater service to residents of both Salida and Poncha Springs, and it is imperative that factual data be allowed to drive the ongoing conversations that started during development of the Plan;” and

**WHEREAS**, this March 3, 2020 letter also stated that the engineering data, being compiled by Providence Infrastructure Consultants and later articulated within the Technical Memorandum, “is critical to understand the implications of continued growth of flows in the trunk line. It is the City’s belief that without the data we are in the process of collecting, any decisions related to land use and development would be missing critical information to assist the Poncha Springs Board of Trustees in its contemplation of the annexation request. This has far-reaching financial implications for rate payers and property owners in Poncha Springs should additional improvements, including expansion, need to occur with the Poncha Springs trunk line;” and

**WHEREAS**, the Poncha Springs Town Board unfortunately ignored this firm and direct warning by the City and instead approved the annexation of the Moltz/Tailwinds II property, and later approved the property’s subdivision application; and

**WHEREAS**, but for this exponential, unprecedented and unplanned growth within Poncha Springs, the upgrades to the Interceptor would not be necessary. In fact, the Interceptor is the only facility currently requiring an upgrade to increase capacity. No development within the City of Salida, or outside these properties serviced and specially benefiting from the Interceptor is creating the need for this capital improvement, and no other parts of the wastewater system are nearing capacity or require construction upgrades. A system-wide capacity issue does not currently exist, nor is the wastewater treatment plant nearing capacity; and

**WHEREAS**, the preliminary opinion of probable construction costs for this Poncha Interceptor sewer replacement capital improvements in October 2021 was estimated at \$14,300,000. Construction of these infrastructure improvements would take a few years; and

**WHEREAS**, Section 7 of the April 6, 2010 Intergovernmental Agreement between the City of Salida and the Town of Poncha Springs for Transfer of Sewer System clearly states: “Poncha Springs’ future development shall not be limited by the Sewer System, its construction, operation or maintenance, provided that the costs of construction and expansion of the Sewer System are not paid for by the existing rate payers but that the costs are borne by the future development;” and

**WHEREAS**, *Colorado Land Planning and Development Law*, Twelfth Edition, explains “Local governments often place the costs of public improvements required to serve new development onto the development itself through the land use approval process.” (*See*, pg. 158). The rationale behind these types of fees is so “the benefit of public improvements *made necessary* by the new development principally flows to the new development, and that the developer can pass the cost of the improvement to the ultimate user of the improvement, the developer’s customer. *The philosophy is often summarized in the adage that ‘growth should pay its own way.’*” (*Id.* At 159) (emphasis added).

**WHEREAS**, the Town of Poncha Springs 2011 Master Plan included the following goal: “Water, sewer and storm drainage systems will be adequate to supply the long-term needs of the community.” Within that goal, two policy statements were listed: (1) “Manage growth so that the quantity, pace, and type of development does not exceed the capacity of public facilities,

resulting in inadequacies in public services;” and (2) “New development shall be connected to both the municipal water system and the City of Salida’s sewer system. Prior to connection, the developer shall prepare and submit an impact report of the proposed development. This report will address the development’s impact on the existing water supply and existing sewer capacity;” and

**WHEREAS**, unfortunately Poncha Springs has not managed development pursuant to this direction. Instead, Poncha Springs has experienced exponential growth due to the Town Board’s unfettered approval of land use developments. These approvals have unfortunately been made by Poncha Springs with indifferent regard towards the City’s grave concerns of capacity of the Interceptor, including forceful warnings before the Town approved annexation and subdivision plat applications of developments exceeding critical threshold Interceptor capacity; and

**WHEREAS**, the Salida City Council acting as the Water and Wastewater Enterprise Board is the responsible agent for preserving, sustaining, enhancing and expanding the City’s utility systems, and owe an obligation and a fiduciary responsibility to current ratepayers, as well as current and future properties not specially benefiting from the necessary Interceptor upgrades; and

**WHEREAS**, due to infrastructure limitations at the Poncha Interceptor, the Enterprise lacks the capacity to serve additional Single Family Equivalent development projects until such time that capital improvements are financed, funded and completed to provide the ability to serve new building construction projects; and

**WHEREAS**, City staff, its consultants and Council have worked diligently to ensure that the Interceptor improvements are constructed and that there is sufficient capacity to serve additional new development. The City has obtained design survey and completed 90% construction drawings in 2022 for the replacement of the Interceptor. The City has proactively moved this need forward to ensure that construction can proceed in a timely manner once funding and financing is established. However, the capital improvement costs of this upgraded and expanded Poncha Interceptor are far beyond the ability of the Enterprise or City to fund or finance, obligating the Enterprise and City to search for a more affordable, effective and fair way to pay for wastewater services and capital upgrades benefitting specific new and future properties; and

**WHEREAS**, municipalities have the authority to enact moratoria in order to preserve the status quo, protect public health and safety, and promote orderly development so long as it is not contrary to a statewide regulatory scheme or policy; and

**WHEREAS**, the City Council hereby finds and determines that a moratorium on the acceptance, processing and approval of applications for connection to the wastewater system for properties in the Poncha Springs Service Area benefiting from the Poncha Interceptor and affected by its capacity limitations which have not been approved for connection by the Salida City Council through executed sewer line extension or connection agreements preserves the status quo in such a manner as to protect public health and safety, and promote orderly development within the City



and is not contrary to any statewide regulatory schemes or policies, and furthermore provides sufficient assurance as to the availability of wastewater taps for pending applications for properties which have already been approved for connection to the wastewater system through execution of sewer line extension or connection agreements, while also protecting the City’s and Enterprise’s ability to adequately serve existing utility customers, thereby protecting the Enterprise’s wastewater infrastructure; and

**WHEREAS**, a moratorium was not imposed earlier because the Town of Poncha Springs led the City to believe that good faith negotiations were being held to settle and resolve this matter to determine funding for the necessary Interceptor upgrades, and because the City was waiting to receive a response after the applicable Public Works agency letters; however, having not heard realistic proposals from either Poncha Springs or the subject developers, the City is forced to impose this official moratorium; and

**WHEREAS**, the City Council recognizes the announcement of this moratorium alerts and concerns neighboring property owners and developers, and therefore the confirms that the moratorium will not apply to applications for properties benefiting from the required Interceptor capital improvements which have already been approved for connection to the wastewater system through execution of sewer line extension or connection agreements and will not apply to those lots platted within the Town of Poncha Springs at the time the Intergovernmental Agreement for the Transfer of Sewer System was executed between the City of Salida and Town of Poncha Springs on April 6, 2010; and

**WHEREAS**, the Council also finds and determines that the subject moratorium concerning infrastructure capacity and wastewater services is necessary to the immediate preservation of the public health, safety and welfare and that this ordinance should therefore become effective upon adoption, as authorized by C.R.S. § 31-16-105.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, ACTING AS THE GOVERNING BODY OF THE WATER AND WASTEWATER ENTERPRISE OF THE CITY OF SALIDA as follows:**

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

**Section 2.** Imposition of Temporary Moratorium. Effective immediately, upon the date of this Ordinance, a moratorium is imposed upon the acceptance, processing, and approval of all applications for connection to the wastewater system for properties in or around the Poncha Springs Service Area benefiting from the necessary Interceptor capital improvements, which have not been approved for connection by the Salida City Council through executed sewer line extension or connection agreements, and excluding those lots platted within the Town of Poncha Springs at the time the Intergovernmental Agreement for the Transfer of Sewer System was executed between the City of Salida and Town of Poncha Springs on April 6, 2010.

**Section 3.** Effective Date; Duration; review. The moratorium imposed by this Ordinance shall commence as of the effective date of this Ordinance and shall remain in effect

until the day construction commences of an approved and financed upgraded Poncha Interceptor, unless extended or shortened by further action of the City Council. This moratorium also shall be reviewed by City Council every six (6) months.

**Section 4.** A copy of the September 13, 2022 “Poncha Interceptor Flow Analysis Technical Memorandum” shall be posted online at [www.cityofsalida.com/publicworks](http://www.cityofsalida.com/publicworks) as well as on file in the Public Works Director’s office, located at 340 W. Highway 291, Salida, for review and inspection at all times during regular business hours for the entire duration of this moratorium.

**Section 5.** Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

**Section 6.** Emergency declaration. Pursuant to C.R.S. § 31-16-105, the City Council hereby finds, determines and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of the public health, safety and welfare and the financial well-being of the City and the Enterprise due to grave infrastructure capacity and utility services concerns, and therefore, this ordinance must be passed as an emergency ordinance.

**INTRODUCED, READ AND PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL** in a newspaper of general circulation in the City of Salida by the City Council this 6<sup>th</sup> day of June, 2023.

CITY OF SALIDA

By: \_\_\_\_\_  
Mayor Dan Shore

ATTEST: (SEAL)

By: \_\_\_\_\_  
City Clerk Erin Kelley



April 6, 2022

RE: Tailwinds 2 Subdivision Phase 1, Poncha Springs, Colorado  
Construction Plan/Plat Review for Sanitary Sewer Infrastructure

To: Brian Berger, Town Administrator, Town of Poncha Springs

The City of Salida received construction plans and the draft Final Plat for the Tailwinds 2 Subdivision Phase 1. This subdivision includes 27 single-family lots, 19 duplex lots (38 units), and 2 multi-family lots (64 units). The construction plans are in general conformance with City of Salida standards. However, the technical memorandum titled, the Poncha Interceptor Flow Analysis has identified capacity limitations.

The results of this analysis includes upsizing infrastructure downstream of the proposed subdivision to accommodate capacity components related to development. These improvements will need to be discussed in further detail, including potential re-negotiation of the Town's intergovernmental agreements with the City, to allow surcharges on the system development fees and/or monthly service fees on these new properties, to help fund these necessary capital improvements. Alternatively developer initiation of offsite improvements may be required.

The developer will be required to submit an application for sewer service and receive approval of the sewer extension agreement by the Salida City Council prior to issuance of sewer taps. This is anticipated to be contingent of re-negotiated agreements or developer providing off-site improvements due to the noted capacity limitations.

Thanks,

A handwritten signature in cursive script that reads "David Lady".

David Lady, P.E.  
Director of Public Works  
City of Salida

cc: Drew Nelson, City Administrator, City of Salida



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: March 3, 2020

<b>AGENDA ITEM NO.</b> 7.a.	<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Drew Nelson
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**ITEM:**

Agency Review – Annexation Request – Moltz Property, Poncha Springs

**BACKGROUND:**

As you are aware, the City of Salida, through its Water and Wastewater Enterprise, provides sewer service to the Town of Poncha Springs as governed by two Intergovernmental Agreements (IGAs). Following a meeting with the Board of Trustees for Poncha Springs, the City finalized the 2019 Sewer Collection System Build-Out Infrastructure Plan (“the Plan”) that had a series of projections and recommendations for improvements to the system. The growth projections in the plan indicated that the main sewer trunk line that serves all of Poncha Springs may be at or exceed capacity at buildout and would need to be expanded in order to accommodate new growth.

On February 11, the City of Salida was notified by Poncha Springs of a new application for annexation of 54.25 acres of property on the eastern end of the Town, known as the Moltz property (also known as Tailwinds II). The proposed zoning for the property would be both urban and suburban, per their application. Per the City’s approved Plan, this property was identified as “unknown” in the mapping for the municipal services area – shown in red on the attached map. The Plan indicates that in order to serve areas designated as “unknown”, the sewer trunk line needs to be upsized.

In addition, the Plan indicates that better data needs to be gathered to track actual flows in the trunk line to improve projections along with understanding current conditions (winter time flows, summer infiltration from irrigation, etc.). The City of Salida has installed flow metering devices in the line and we are gathering data. Should you recall, the City agreed to reconvene with Poncha Springs officials when we have a decent grasp on this data, anticipated to be sometime in the late spring/early summer, and to update the Plan after the summer irrigation season to include tried up numbers and data.

With all of this in mind, City staff believes that any decisions on annexation of property identified as “unknown” in the Plan may be premature without a complete picture of the actual flows in the trunk line and the implications that may have on future infrastructure needs. In addition, there is no current consensus on how the Water and Wastewater Enterprise will fund any improvements to the line via Poncha Springs developers or ratepayers. The City is currently in the process of working through financial modeling with its consultants (Ehlers), which was approved by the City Council at your last meeting.

Per the IGAs, the City is a referral agency for the Town of Poncha Springs for applications for development. City staff has drafted the attached response letter and map for consideration of the City Council, acting as the Water and Wastewater Enterprise Board.



**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: March 3, 2020

<b>AGENDA ITEM NO.</b> 7.a.	<b>ORIGINATING DEPARTMENT:</b> Administration	<b>PRESENTED BY:</b> Drew Nelson
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**FISCAL NOTE:**

There is no immediate fiscal impact; however, the Plan includes a cost estimate of \$14.15M to replace and expand the Poncha Springs trunk line to serve all future existing, planned, and unknown growth. This is a sizeable expenditure that should be approached carefully and will full understanding of the financial implications to the system.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council review the attached letter for submittal to the Town of Poncha Springs as the official response by the City of Salida. Sitting as the Water and Wastewater Enterprise Board, the City Council is the responsible agent for preserving, sustaining, enhancing and expanding the City’s utility systems. It is imperative to have a full understanding of the implications of additional use of the sewer system on the Poncha Springs trunk line, which will occur over the next year (and beyond). The letter includes a request by the City of Salida to delay any decisions regarding this annexation – especially as it relates to infrastructure – until more data is in our collective possession.

**SUGGESTED MOTIONS:**

A City Councilperson should make a motion to approve response letter to the Town of Poncha Springs with regard to the annexation application for the Moltz property, also known as Tailwinds II, as noticed to the City on February 11, 2020, to be signed by the Mayor, followed by a second and a voice vote.



March 3, 2020

Town of Poncha Springs Board of Trustees  
Attn: Brian Berger, Town Administrator  
333 Burnett Avenue  
Poncha Springs, CO 81242

RE: Annexation and Zoning Map Amendment – Moltz Property, Poncha Springs, Colorado - Comments by the City of Salida as Referral Agency Pursuant to Paragraph 1.a. of the Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010

Dear Mr. Berger,

The City of Salida is in receipt of the public notice and agency review request dated February 11, 2020, regarding the Annexation and Zoning Map Amendment for the Paul Moltz property consisting of 54.25 acres located on US-50, immediately east of Tailwinds Subdivision. The proposed zoning map indicates urban and sub-urban zoning.

As you are aware, the City of Salida diligently worked with the Town of Poncha Springs during the development of the '2019 Sewer Collection System Build-Out Infrastructure Plan' (Plan). The Plan identified the capacity conditions of the wastewater collection system under three scenarios: existing (green), planned (yellow & green), and build-out including unknown future development (red, yellow, & green) as identified on the attachment titled, 'Figure 1 – Poncha Springs Parcel Development Status'. The Plan identified that portions of the trunk line serving the Poncha Springs Service Area are at or near capacity at full development of the parcels in the 'planned' scenario. The Moltz property was identified outside of the 'planned' scenario and is shown in red on Figure 1. The Plan indicates that a portion of the trunk line needs to be upsized in order to provide reliable service for development beyond the planned areas (yellow & green), which would be the case should this property be annexed and provided service.

The City of Salida installed a new flow meter and is collecting the data that was recommended within TM-7, Section 5, of the Plan. This data must be used to update the results and recommendations of the Plan. This analysis is proposed to be completed in the fall of 2020 once seasonal fluctuations in flow can be monitored. This data is critical to understand the implications of continued growth of flows in the trunk line. It is the City's belief that without the data we are in the process of collecting, any decisions related to land use and development would be missing critical information to assist the Poncha Springs Board of Trustees in its contemplation of the annexation request. This has far-reaching financial implications for ratepayers and property owners in Poncha Springs should additional improvements, including expansion, need to occur with the Poncha Springs trunk line.



The City of Salida, in its capacity as a referral agency pursuant to the Salida and Poncha Springs Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010, submits the following:

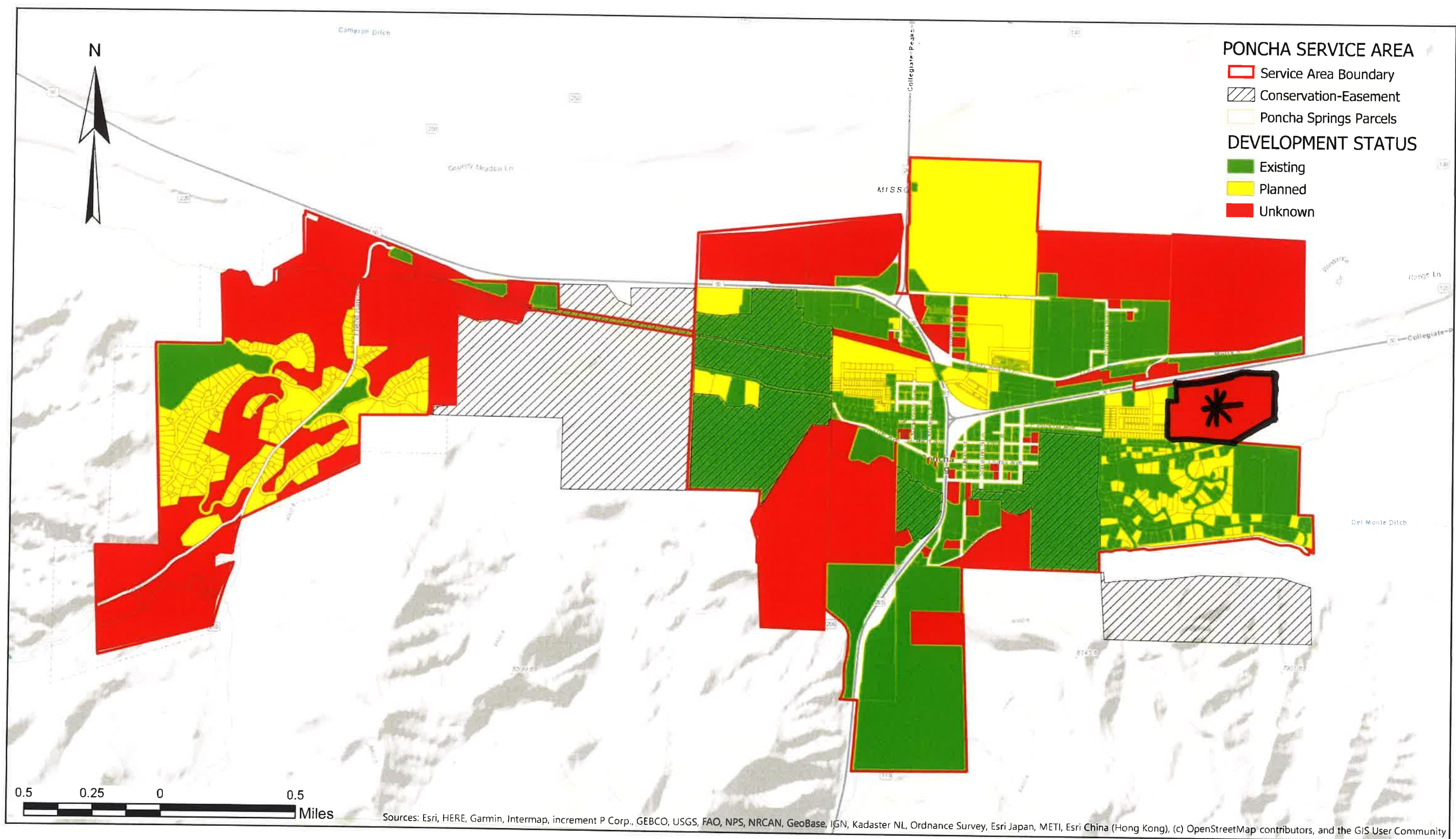
The Salida Sewer Collection System Build-Out Infrastructure Plan, as updated December 16, 2019, has not addressed the potential sewer unit load impact of this proposed annexation on the Salida sewer system, as it is a parcel that is not included in either the existing or planned development status addressed by the Plan. Because the sewer unit load impact on the sewer system is currently unknown, it is unclear what costs will be associated with providing sewer service to this proposed development.

With the above in mind, the City of Salida, acting as the Water and Wastewater Enterprise, humbly requests that no decision on annexation (especially with regard to public improvements) be made until the full scope of flow data can be collected, analyzed, and discussed. We desire to continue to work collaboratively with the Poncha Springs Board of Trustees on delivering sustainable, cost-effective wastewater service to residents of both Salida and Poncha Springs, and it is imperative that factual data be allowed to drive the ongoing conversations that started during development of the Plan.

We greatly appreciate your attention to this matter, and are available to discuss this issue in greater detail.

Sincerely,

P.T. Wood  
Mayor, City of Salida



**CITY OF SALIDA SEWER BUILD-OUT PLAN**  
**FIGURE 1 - PONCHA SPRINGS PARCEL DEVELOPMENT STATUS**



February 11, 2020

Board of County Commissioners  
Chaffee County, Colorado  
PO Box 699  
Salida, CO 81201

Upper Arkansas Water Conservancy District  
PO Box 1090  
Salida, CO 81201

Jennifer A. Davis, County Attorney  
PO Box 699  
Salida, CO 81201

Southeastern Colorado Water Conservancy  
31717 United Avenue  
Pueblo, CO 81001

Salida School District No. R32-J  
349 E 9<sup>th</sup> Street  
Salida, CO 81201

Heart of the Rockies Regional Medical Center  
PO Box 429  
Salida, CO 81201

City of Salida Wastewater  
c/o David Lady – Public Works Director  
340 W Hwy 291  
Salida, CO 81201

Salida Regional Library  
405 E Street  
Salida, CO 81201

Chaffee County Fire Protection District  
499 Antero Circle  
Buena Vista, CO 81211

South Arkansas Fire Protection District  
124 E Street, PO Box 393  
Salida, CO 81201

IN COMPLIANCE WITH THE PROVISIONS OF SECTION 31-12-108(2) C.R.S., please find enclosed a copy of the published Notice, together with a copy of the Resolution and Petition concerning the annexation to the Town of Poncha Springs, of property therein described. The provisions of annexation laws of the State of Colorado require that such mailing be made to the Board of County Commissioners of the County, the County Attorney and to each Special District or School District having property within the area to be annexed.

Thank you.



Brian Berger, Town Clerk





# PUBLIC NOTICE

Monday, March 9<sup>th</sup>, 2020 – 6:30p.m.

## Public Hearing – Zoning Map Amendment

The Town of Poncha Springs **Planning and Zoning Commission** will hold a Public Hearing at the Poncha Springs Town Hall, 333 Burnett Ave., Poncha Springs, CO on March 9<sup>th</sup>, 2020 regarding a Zoning Map Amendment and requested zoning associated with an Annexation Petition submitted by Tailwind Group, LLC for parcel number 380511200034, 54.25 acres, situated east of Tailwind Village Subdivision, south of Hwy 50 and north of Little River Ranch/a portion of unincorporated Chaffee County owned by Paul Moltz.

**Public Notice is also hereby given:**

Monday, March 23<sup>rd</sup>, 2020 – 6:30p.m.

## Public Hearing – Annexation and Zoning Map Amendment

The Town of Poncha Springs **Board of Trustees** will hold a Public Hearing at the Poncha Springs Town Hall, 333 Burnett Ave., Poncha Springs, CO on March 23<sup>rd</sup>, 2020 regarding an Annexation Petition and associated Zoning Map Amendment submitted by Tailwind Group, LLC for parcel number 380511200034, 54.25 acres, situated east of Tailwind Village Subdivision, south of Hwy 50 and north of Little River Ranch/a portion of unincorporated Chaffee County owned by Paul Moltz.

**The hearings are for the purpose of taking public comment on proposed amendments to the Town of Poncha Springs Zoning District Map**



<b>Parcel Number</b> R380511200034	<b>Physical Address</b>	<b>Total Value</b> \$19,494	<b>Last 2 Sales</b>			
<b>Property Class</b> Shed - Cattle	<b>Owner Address</b> MOLTZ V PAUL		<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b> 06	PO BOX 1914		8/22/2001	\$8000	U	n/a
<b>Acres</b> 54.22	BUENA VISTA, CO 812111914		6/8/1999	\$16000	U	n/a
<b>Brief Tax Description</b>	TRACT IN SW4NW4 SE4NW4 11-49-8 B504 P888 B516 P804 REC 304483 WATER RIGHTS					
	<i>(Note: Not to be used on legal documents)</i>					

Date created: 2/3/2020  
 Last Data Uploaded: 1/31/2020 5:16:46 PM

Developed by Schneider  
 GEOSPATIAL

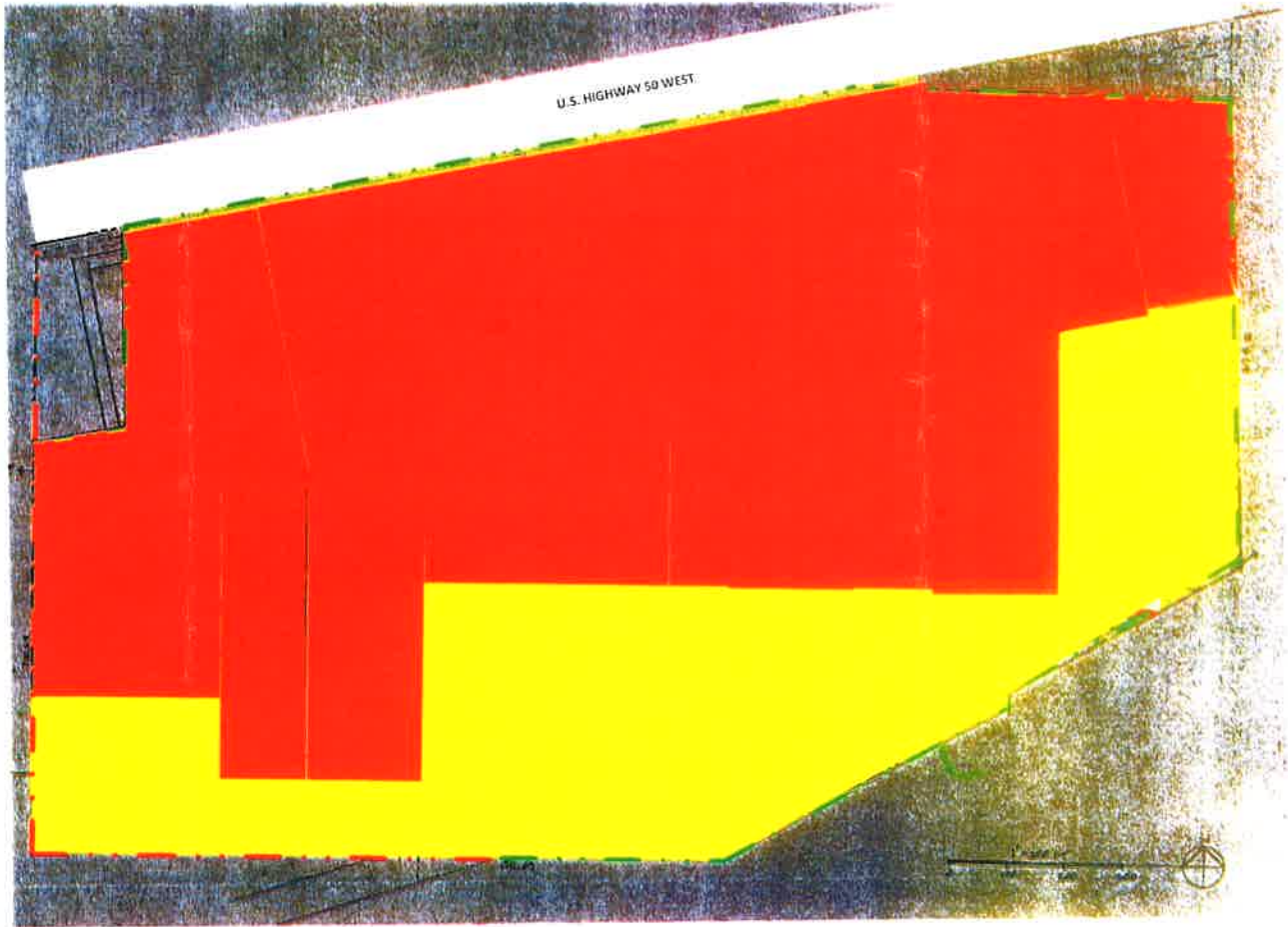




# MOLTZ ANNEXATION ZONE MAP

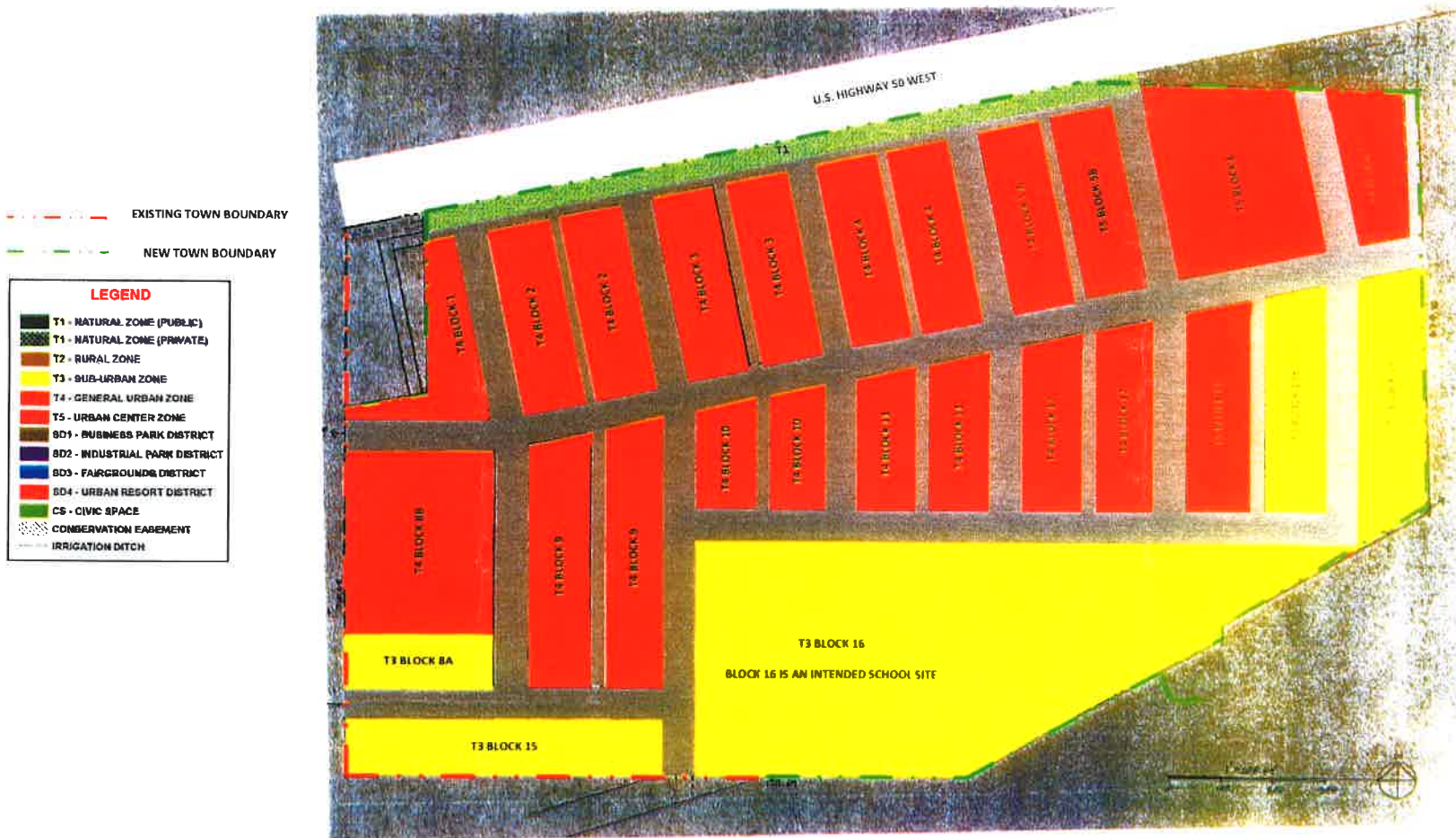
--- EXISTING TOWN BOUNDARY  
--- NEW TOWN BOUNDARY

LEGEND	
■	T1 - NATURAL ZONE (PUBLIC)
■	T1 - NATURAL ZONE (PRIVATE)
■	T2 - RURAL ZONE
■	T3 - SUB-URBAN ZONE
■	T4 - GENERAL URBAN ZONE
■	T5 - URBAN CENTER ZONE
■	SD1 - BUSINESS PARK DISTRICT
■	SD2 - INDUSTRIAL PARK DISTRICT
■	SD3 - FAIRCROUNDS DISTRICT
■	SD4 - URBAN REBORT DISTRICT
■	CS - CIVIC SPACE
■	CONSERVATION EASEMENT
---	IRRIGATION DITCH



# MOLTZ ANNEXATION ZONE MAP

*Conceptual Only  
(likely to change)*



TOWN OF PONCHA SPRINGS, COLORADO  
RESOLUTION INITIATING ANNEXATION PROCEEDINGS

NOTICE IS HEREBY GIVEN that a Petition for Annexation of property hereinafter described has been presented to the Board of Trustees of the Town of Poncha Springs, Colorado and found to be in apparent compliance with the applicable provisions of law. The Board of Trustees has adopted a Resolution setting a public hearing to be held at 6:30 P.M. on March 23<sup>rd</sup>, 2020, at the Poncha Springs Town Hall, 333 Burnett Avenue, Poncha Springs, Colorado 81242, to determine if the proposed annexation complies with the applicable provisions of law.

Any person may appear at the hearing and present evidence and arguments to be considered by the Board of Trustees. The Resolution provides as follows:

TOWN OF PONCHA SPRINGS, COLORADO

RESOLUTION #2020-1

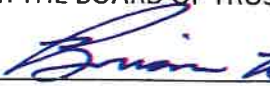
BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PONCHA SPRINGS, COLORADO AS FOLLOWS:

1. That annexation proceedings be initiated upon a Petition for Annexation of the following described property to the Town, which Petition appears to be in substantial compliance with the applicable provisions of Chapter 31, Article 12, Colorado Revised Statutes.
2. Description of property proposed for annexation: See, attached **Exhibit A**.
3. Therefore, 6:30 P.M. on March 23<sup>rd</sup>, 2020 is hereby established as the date and time, and the Poncha Springs Town Hall, 333 Burnett Avenue, in Poncha Springs, Colorado 81242, as the place, for a public hearing to be held to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility under Part 1 of Chapter 31, Article 12 of said statutes.


PASSED, APPROVED AND ADOPTED this 27<sup>th</sup> day of January 2020, the vote upon roll call being as follows:

For:   5    
 Against:   1    
 Abstain:   0    
 Absent:   1  

FOR THE BOARD OF TRUSTEES OF THE TOWN OF PONCHA SPRINGS, COLORADO

  
 Brian Berger, Town Clerk



By:   
 Ben Scanga, Mayor

Published in the Mountain Mail

Publish Weekly:   First Publication:   February 3<sup>rd</sup>, 2020  
                           Second Publication:   February 10<sup>th</sup>, 2020  
                           Third Publication:   February 17<sup>th</sup>, 2020  
                           Fourth Publication:   February 24<sup>th</sup>, 2020

## EXHIBIT A

## Legal Description of Proposed Annexation

The Land referred to herein below is situated in the County of Chaffee, State of Colorado, and is described as follows:

A tract of land located within the Southwest quarter of the northwest quarter (SW1/4 NW ¼) and the South east quarter of the Northwest quarter (SE1/4 NW1/4) of Section 11 Township 49 North Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows:

Beginning at a point on the Southerly right-of-way boundary of U.S. Highway No. 50 from whence the Southwest corner marked stone in place, of said Section 11 bears South 18° 14' 5" West, 4184.4 feet and from whence a brass capped right-of-way marker at Station 2082-00 bears South 79° 00' 1" West, 1299.1 feet to said right-of-way marker, thence leaving the Southerly high way right-of-way boundary South 00° 31.5' East along a fence 351.04 feet to a fence corner, thence South 80° 15.8' West along a fence, 155.95 feet to a fence corner on the West boundary of said Section 11 as fenced; thence South 00° 18.7' West along the Southerly boundary of said Southwest ¼ of the Northwest ¼ as fenced, 1211.69 feet to the centerline of the Harrington Ditch; thence North 61° 24' 53" East, 566.03 feet along the centerline of said ditch; thence North 01° 05.6' West, 25.04 feet; thence North 60° 46.1' East, 460.78 feet; thence North 01° 05' 36" West, 834.21 feet; thence North 89° 28.5' West, 664.02 feet to the point of beginning

Also know by street address as: TBD

And assessor's schedule or parcel no.: 380511200034

**PETITION FOR ANNEXATION**

TO: The Town Board of Trustees of the Town of Poncha Springs, Colorado

The undersigned ("Petitioners"), being the owners of more than fifty percent (50%) of property proposed to be annexed, exclusive of streets and alleys, which property is described in Exhibit "A" attached hereto and made a part hereof (the "Property"), hereby petitions the Town Council of the Town of Poncha Springs for annexation of the Property as the "Paul V. Moltz Parcel" (Assessor Parcel No. 380511200034) in accordance with the provisions of Part 1 of Article 12 of Title 31, C.R.S., as amended.

In support of this petition, Petitioners state:

1. It is desirable and necessary that the Property be annexed to the Town of Poncha Springs, Colorado.
2. The requirements of the applicable provisions of Sections 31-12-104 and 31-12-105, C.R.S. exist or have been met.
3. Not less than one-sixth of the perimeter of the Property is contiguous with the Town of Poncha Springs.
4. A community of interest exists between the Property and the Town of Poncha Springs.
5. The Property is urban or will be urbanized in the near future.
6. The Property is integrated with or capable of being integrated with the Town of Poncha Springs.
7. In establishing the boundaries of the Property, no land held in identical ownership has been divided into separate parts or parcels without the written consent of the landowner unless separated by a dedicated street, road or other public way.
8. No land held in identical ownership comprising twenty (20) acres or more which has a valuation for assessment in excess of Two Hundred Thousand Dollars (\$200,000.00) for the preceding tax year has been included in the boundary of the Property without the written consent of the landowner.
9. The boundaries of the Property to be annexed includes the full width of any county road abutting any of the property to be annexed.
10. No annexation proceedings have been commenced for the annexation of all or part of the Property to another municipality.

11. Annexation of the Property will not result in the detachment of area from any school district or attachment of area to another school district.

12. Prior to the hearing before the Town Board of Trustees on whether to annex the Property, the Petitioners and the Town shall have entered into an annexation agreement which shall govern and control the development of the Property within the Town (the "Annexation Agreement"). Annexation of the Property shall be conditioned upon the Town Board of Trustees' approval of the Annexation Agreement. Upon the effective date of the ordinance annexing the Property and approving the Annexation Agreement ("Annexation Ordinance"), the Property shall be subject to all of the terms and provisions of the Annexation Agreement.

13. Except as modified by the terms and provisions of the Annexation Agreement, upon the effective date of the Annexation Ordinance, all lands within the Property shall become subject to all ordinances, resolutions, rules and regulations of the Town of Poncha Springs, except for general property taxes of the Town of Poncha Springs, if any, which shall become effective on January 1st of the next succeeding year following the effective date of the Annexation Ordinance.

14. Petitioners are the owners of more than fifty percent (50%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys, and comprise more than fifty percent (50%) of the landowners of such area, exclusive of streets and alleys and said owners attesting to the facts and agreeing to the conditions herein will negate the necessity of an annexation election.

15. The legal description of the land owned by each signer of this Petition for Annexation is set forth on Exhibit "B" attached hereto and incorporated herein by this reference;

16. Accompanying this petition are four copies of an annexation map showing the seal of a registered engineer or land surveyor, containing:

- a. A written legal description of the boundaries of the Property proposed to be annexed;
- b. The boundary of the Property and the boundary of the Property contiguous with the Town of Poncha Springs and any other municipality abutting the Property;
- c. The location of each ownership tract of un-platted land, there being no platted land on the Property;
- d. The total acreage, more or less, of the Property;
- e. The total length of the perimeter of the boundary of the Property and the length of the boundary of the Property contiguous with the Town of Poncha Springs;
- f. The width of any county roads abutting the Property.



17. No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.

18. The area proposed to be annexed is located within: Chaffee County, Salida R32J School District, Chaffee County Fire Protection District, the Health District of Heart of the Rockies Regional Medical Center, the Upper Arkansas Water Conservancy District, Salida Regional Library District, and the Chaffee County Pest Control District.

19. The mailing address of each Petitioner and the date of signing of each Petitioners' signature are shown on this Petition.

20. The Property is not presently a part of any incorporated town, city and county, or city.

21. Petitioners agree that provision of water service to the Property shall take place as provided in the Annexation Agreement. Petitioners understand that the Town of Poncha Springs does not provide municipal sewer services. Failure to provide such services to the Property shall not be cause for disconnection of the Property at any future time.

22. No vested rights to use or develop the Property in any particular way, as defined in Section 24-68-101, et seq., C.R.S. have been requested by Petitioners from any governmental entity, other than those requested and included in the Annexation Agreement.

23. The Petitioners shall pay all fees and costs incurred by the Town in processing this Petition for Annexation through the annexation hearing before the Town Board of Trustees.

24. The Petitioners acknowledge that upon the effective date of the Annexation Ordinance, subject to the terms and provisions of the Annexation Agreement, the Property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The Property, the owners thereof, and the uses thereon are also bound by any taxes imposed and voter authorization under Article X, Section 20 adopted prior to annexation of the Property. The Petitioner waives any claims it may have under Article X, Section 20 of the Colorado Constitution related to such taxes and fees.

25. The Petitioners shall have the right in their sole and absolute discretion to withdraw this Petition for Annexation at any time subsequent to the second reading approval of the ordinance annexing the Property to the Town, but prior to the effective date of such ordinance.

WHEREFORE, the undersigned Petitioners request that the Town of Poncha Springs approve the annexation of the Property.

Petitioners:

Paul V. Moltz

By:   
Paul V. Moltz

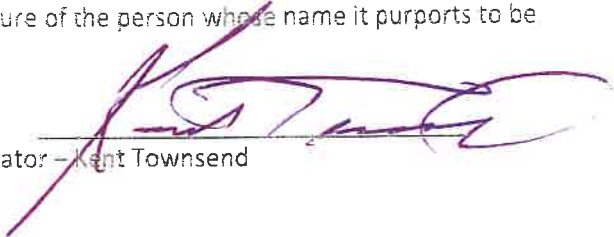
Dated: 12-4-19

Address: PO Box 1914,  
Buena Vista, CO 81211-1914

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Poncha Springs, Colorado, and that the signature thereon of Paul V. Moltz was witnessed by affiant and is the signature of the person whose name it purports to be



Circulator - Kent Townsend

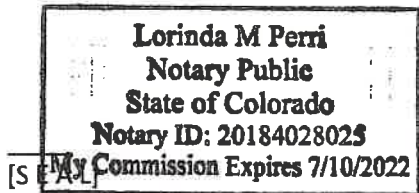
STATE OF COLORADO )

COUNTY OF Chaffee ) ss.

On the 9<sup>th</sup> of Dec, 2019, before me personally came Kent Townsend to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and who acknowledged to me that he or she executed the same.

Witness my hand and official seal.

My Commission expires: 7/10/2022



*Lorinda M Perri*  
Notary Public

Exhibit "A"  
to Petition for Annexation

**Legal Description of the Property**

The Land referred to herein below is situated in the County of Chaffee, State of Colorado, and is described as follows:

A tract of land located within the Southwest quarter of the Northwest quarter (SW1/4 NW1/4) and the Southeast quarter of the Northwest quarter (SE1/4 NW1/4) of Section 11, Township 49 North, Range 8 East of the New Mexico Principal

Meridian, Chaffee County, Colorado, described as follows:

Beginning at a point on the Southerly right-of-way boundary of U.S. Highway No. 50 from whence the Southwest corner

(marked stone in place) of said Section 11 bears South 18° 14.5 West, 4184.4 feet, and from whence a brass capped

right-of-way marker at Station 2082+00 bears South 79° 00.1 West, 1299.7 feet;

thence proceeding around the tract herein described, South 79° 00.1 West, 1299.1 feet to said right-of-way marker;

thence leaving the Southerly highway right-of-way boundary, South 00° 31.5' East along a fence, 351.04 feet to a fence

corner;

thence South 80° 15.8' West along a fence, 155.95 feet to a fence corner on the West boundary of said Section 11 as

fenced;

thence South 00° 18.7' West along the Southerly boundary of said Southwest 1/4 of the Northwest 1/4 as fenced, 1211.69

feet to the centerline of the Harrington Ditch;

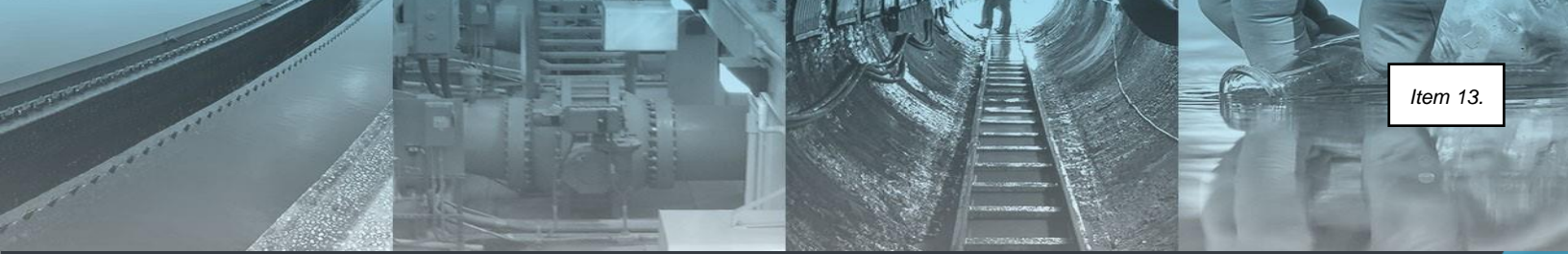
thence North 61° 24' 53" East, 566.03 feet along the centerline of said ditch;

thence North 01° 05.6' West, 25.04 feet;

thence North 60° 46.1' East, 460.78 feet;

thence North 01° 05' 36" West, 834.21 feet;

thence North 89° 28.5' West, 664.02 feet to the point of beginning.



# City of Salida Technical Memorandum

Providence Infrastructure Consultants  
300 Plaza Drive, Suite 320  
Highlands Ranch, Colorado 80129  
(303) 997-5035  
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## Poncha Interceptor Flow Analysis

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<b>Task:</b>	<b>002</b>
<b>Project Number:</b>	<b>210003</b>
<b>Revision:</b>	<b>Update from October 10, 2021, March 18, 2022, and April 11, 2022 versions</b>
<b>Date:</b>	<b>September 13, 2022</b>
<b>Status:</b>	<b>Updated Final</b>
<b>Lead Authors:</b>	<b>Terry McEnany, P.E.</b>
<b>Reviewed by:</b>	<b>Casey Mahoney, P.E.</b>

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Appendix A: FIGURE 1 – PONCHA SPRINGS PARCEL DEVELOPMENT STATUS (2021)

Appendix B: UPPER METER - METERED VS. MODELED DATA

Appendix C: LOWER METER - METERED VS. MODELED DATA



## 1 INTRODUCTION

The City of Salida (“City”) provides sewage collection and treatment according to an intergovernmental agreement with the Town of Poncha Springs. Poncha Springs is experiencing rapid growth, and the Poncha Interceptor (PI) sewer flow is being monitored for comparison with the pipeline capacity. Upper and lower PI flow meter data were collected from January 2020 to March 2022 and compared with the estimated flows and peaking factors from the Master Plan dated December 16, 2019. This Technical Memorandum (TM) presents updated Poncha Springs service area flow meter data and growth projections for City capital improvements planning.

## 2 GROWTH PROJECTIONS FOR THE PONCHA SPRINGS SERVICE AREA

Poncha Springs sewer accounts are classified in the Salida accounting system as either Residential or Commercial User Class, RUC and CUC, respectively. The sewer accounts are assumed to have single service connections. There are no multifamily residential accounts in the Poncha Springs accounting system. Commercial accounts are assigned to the institutional customers in the service area, such as schools.

The 2019 Sewer Master Plan identified three categories of land parcels using geographical information system data, maps, planned developments and/or land zoning in the Poncha Springs service area. The land parcels are categorized as:

- Existing customers who currently have a service connection
- Planned development with subdivided parcels that are in various stages of the review process. Phased developments with approved agreements are indicated as such.
- Vacant parcels with “unknown” plans for future growth (may not currently be annexed into the Town of Poncha Springs)

These three categories of land parcels in the Poncha Springs service area are identified in Figure 1, Poncha Springs Parcel Development Status. Parcels shaded in green are ‘Existing’ customers. Those shaded yellow are currently ‘planned’ developments. The red areas are ‘unknown’ vacant parcels that may develop in the future. Figure 1 is also provided in 11”x17” format in Appendix A.

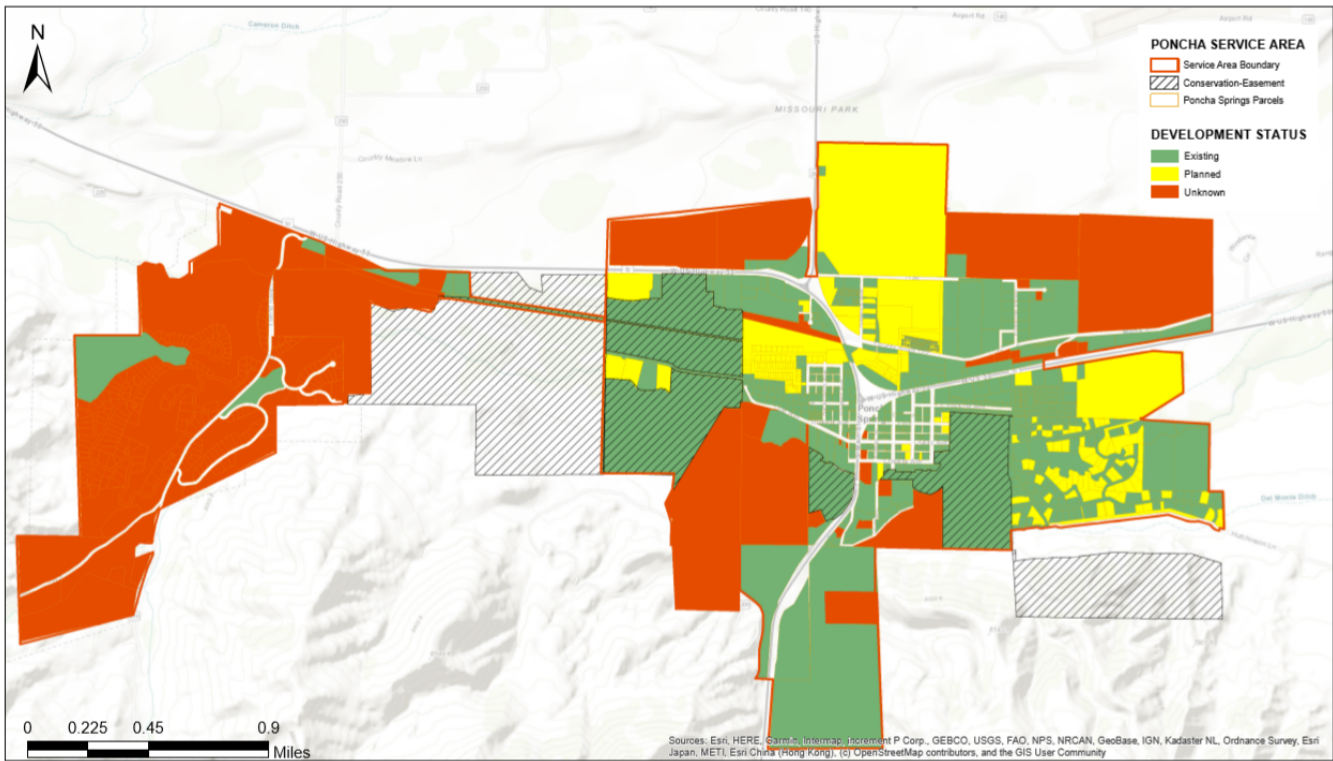
### 2.1 Existing Customers

The City of Salida provided information on Poncha Springs sewer service accounts as of September 2021. Table 2-1 presents the annual growth rate from 2019 to 2021 based on the number of residential and commercial service connections that were estimated in the sewer master plan and the current accounting system.

**Table 2-1 Existing Customer Accounts in the Poncha Springs Service Area**

User Class	2019 (units)	2021 (units)	Annual Increase (%)
Residential (RUC)	410	552	11.5
Commercial (CUC)	73	71	-0.9

The annual increase in residential sewer connections over the last three years is significant with 142 RUC units added, whereas the commercial accounts have decreased slightly.



**Figure 1 Poncha Springs Parcel Development Status (2021)**

### 2.1.1 Development Density

The assumed density of residential development was reviewed using data from platted developments and field verification of the buildings constructed. Crossroads Village is now constructed with 61 RUC units on 9.08 acres, or an average density of 0.15 acres/unit. The total area of Tailwind Village I is 28.2 acres, of which 9.1 acres are platted for commercial development. The average residential density for Tailwind Village I is 0.13 acres/unit, assuming 148 RUC units in single, duplex, and multi-family lots. Tailwind Village II will likely have a similar density of RUC units. The Quarry Station development has more single-family residences planned: 100 units within 28.12 acres, or 0.28 acres/unit. The Little River Ranch has significantly larger lots between 0.5 and 1.0 acres/unit. Based on this limited review, the assumed density of 0.21 acres/unit is reasonable for future development planning of vacant parcels.

## 2.2 Planned Development

Changes in planned development of residential and commercial parcels occur for several reasons. Some planned developments have been built out and become existing customers (no longer planned units), which decreases the number of units in this category. The Little River Ranch development planned for 75 residential lots. There are 54 RUC units remaining to be constructed within Little River Ranch. Crossroads Village was platted for 61 RUC units which are now constructed and connected to the system. The Quarry Station development had 100 RUC units planned and 22 are now constructed, leaving 78 remaining as planned RUC units. The Tailwinds Village I development had 148 planned RUC units comprising single family, duplex, and multi-family apartment buildings. The remaining units to be constructed include 48 RUC units and 4.4 acres of commercial area. The number of new RUC units added to the list of existing service connections since 2018 totals 204 based on the evaluation of new construction in these four developments.

Parcels that had previously been in the planning stages but have reverted to unknown status may also change the number of planned units. The Poncha Mesa Senior Center that was planned in the Ute Development parcel has been abandoned. The former Poncha Mesa Senior Center parcel consists of 9.5 acres and is assumed to be fully developed in the future as high density single-family residential lots. From the Master Plan, an analysis of representative subdivision density indicates an average of 0.21 acres per residence. Based on this assumption, the former Poncha Mesa Senior Center will have 45 RUC units of future development.

Development in Poncha Springs West has been abandoned. Any new plans for development of the Friend Ranch area will require resubmittal for review and approval. The planned units for Poncha Springs West are assessed as unknown (refer to Section 2.3.1).

As development plans take shape, the density or break down of user class may also change. The Tailwind Village II is the second phase development recently platted from a vacant parcel. The challenge with the Tailwind Village II development is that significant portions of the parcel are platted as “Mixed Use” which has no definitive indication of density or use. As a result, the area described in the plat as Outlot 2 (30.89 ac) will be allocated as unknown using the original assumptions in the 2019 Master Plan for breakdown of user class (½ RUC, ¼ CUC, and ¼ Park).

A total of 1,144 RUC units are currently identified as planned development in the Poncha Springs East area, as shown in Table 2-2. The total area planned for commercial development is 35.1 acres. Applying the unit loading for planned RUC and CUC connections, the estimated average annual wastewater load as of 2021 is 129,221 gpd.

**Table 2-2 Poncha Springs East - Planned Developments as of September 2021**

Development Name	Single-Family Residences	Multi-Family Residences	RUC (Units)	CUC ** (Acres)	Notes
Crossroads Village	45	16			Built out in 2021; no lots remain
Loves Truck Stop*				4.9	CUC lots (2 total)
Poncha Meadows I	119	20	139	13.5	Approved phases
Poncha Meadows* (Unplatted)	176	330	506	13.5	Future phases
Ute Development	55	80	135		No change
Poncha Mesa Senior Center (former)	45	-	45	-	No longer planned – assumed to be 100% SFR in the future.
Quarry Station	51 (22 built)	49	100 - 22 = 78	0.95	22 of the 51 SFRs are built
Tailwind I	84 (68 built)	64 (32 built)	148 - 100 = 48	4.4	2 CUC lots remain undeveloped
Tailwind II *	65	64	129	5.26	Phase 1 is platted; Phase 2 is unknown “Mixed Use”
Poncha Town Center	-	-	-	6.9	Phase 1 is built, 6 CUC lots remain
Old Poncha Springs	10		10	4.3	6 CUC lots on Halley’s Ave remain
Little River Ranch	54	-	54	-	Approx. 54 lots remain
	Totals (Parcels or Acres)		1,144	35.1	509 RUCs are approved by City

\* Development (or phase) does not currently have an approved agreement with the City of Salida.

\*\* For commercial lots, 1.96 acres/lot is assumed.

## 2.3 Unknown Future Development

Unknown future development comprises large parcels of land surrounding existing areas of the Town of Poncha Springs, or small vacant lots within the Town’s boundary. Two regions of the Town were evaluated in the Salida Sewer Master Plan: Poncha Springs West and Poncha Springs East

### 2.3.1 Poncha Springs West

The areas identified as Poncha Springs West include the Friend Ranch development, which is currently vacant and not connected to the Salida sewer collection system. The assumptions that were developed for the Salida Sewer Master Plan for Poncha Springs West are carried forward except that the planned RUC units were moved to unknown future status. Sewer use projections are shown in Table 2-3.

**Table 2-3 Planned and Future Sewer Use Projections for Poncha Springs West**

Sewer User Class	Planned Development		Unknown Future Development	
	Units	Acres	Units	Acres
RUC	-	-	232	250.2
CUC	-	-	-	24.0

### 2.3.2 Poncha Springs East

Future development in Poncha Springs East has been updated from the master planning effort based on the new plat for Tailwind Village II. Phase 1 of Tailwind Village II has defined lots that are now planned as indicated above. However, Outlot 2 in Phase 2 of the development remains unknown. The total area and allocation of Outlot 2 sewer classification is 30.89 acres divided as ½ RUC and ¼ CUC with the remaining assumed to be used for a park.

Potential for infill of vacant lots within the existing sewer service area have changed slightly from the Master Plan. Table 2-4 presents the updated projections for planned development and future vacant parcels.

**Table 2-4 Planned and Future Sewer Use Projections for Poncha Springs East**

Sewer User Class	Planned Development		Unknown Development (Future)	
	Units	Acres	Units	Acres
RUC	1,144	-	228	261
CUC	-	35	4	71

## 2.4 Overall Growth Projections

Several planned developments are under construction in the Poncha Springs East area, which will likely continue annual growth at the current pace for several more years. Development in Poncha Springs West is unknown and moved from planned to unknown status. The former Poncha Mesa Senior Center is assumed to be developed as single family residential. Tables 2-5 and 2-6 provide the updated status of existing sewer user class units and build-out projections for planned and unknown development.

**Table 2-5 Poncha Springs Service Area Build-Out Characterization (2021)**

User Class	Existing		Planned Development		Unknown Development (Future)	
	(units)	(acres)	(units)	(acres)	(units)	(acres)
Residential User Class (RUC)	552	-	1,144	-	460	511
Commercial User Class (CUC)	71	-	-	35	4	95

For parcels that do not have subdivided lots, the areas were converted to an assumed number of lots based on the characteristic density of residential and commercial developments. Residential lots are assumed to have an average area of 0.21 acres per lot. For commercial lots, 1.96 acres/lot is assumed. Table 2-6 provides the total numbers of RUC and CUC connections estimated at full-buildout conditions in the Poncha Springs service area.

**Table 2-6 Poncha Springs Service Area Buildout User Class Units (2021)**

User Class	Existing (units) <sup>A</sup>	Planned (units) <sup>B</sup>	Unknown Development (units)	Full Buildout (units)
Residential User Class (RUC)	552	1,144	2,892 <sup>C</sup>	4,588
Commercial User Class (CUC)	71	18	52 <sup>D</sup>	141

*Notes:*

- A. 'Existing' units totaled from Salida accounting records.
- B. 'Planned' units totaled from subdivision development layout mapping.
- C. Total 'Unknown' residential units are calculated based upon varying development density direction from the Town on a parcel by parcel basis. Within the 'Unknown' developments, 460 individual residential units were identified in addition to 511 acres at 4.76 residential parcels per acre planning density from the Master Plan.
- D. 'Planned' and 'Unknown' Commercial acres were converted to commercial units using the 1.96 acres/parcel figure from Table 6 of TM3.

The number of full buildout units determined in this 2021 update for Poncha Springs did not change significantly from the original estimates in the Master Plan.

### 3 PONCHA INTERCEPTOR FLOW PROJECTIONS

Flow projections for the sewer master plan reflect the planned and unknown future development within the Poncha Springs service area. The unit flow for RUC connections was calculated during the master planning effort using winter water usage records to be 110 gpd/unit. CUC connections were allocated 188 gpd/unit. To verify the original calculations, the RUC unit flow rate was determined from the average daily flow of wastewater in the Poncha Interceptor at low season (Jan – Apr) in 2020 to be 66,800 gpd, and in 2021 to be 63,650 gpd. Subtracting the flow from 72 CUC connections assumed in 2020 at a unit flow of 188 gpd/unit, the flow contribution from residential connections in 2020 was 53,275 gpd. Assuming 502 RUC connections, the unit flow for residential development was calculated to be 106 gpd/ RUC unit. At 552 RUC connections in 2021, the unit load was calculated to be 91 gpd/RUC connection. This analysis verifies the original unit flow rates determined during the 2019 Master Plan, which will continue to be used for this update of flow projections.

Average annual flows listed in Table 3-1 for existing, planned, and unknown developments are based on the unit loads and density developed for the Master Plan.

**Table 3-1 Poncha Springs Service Area Average Annual Flows at Build-Out (2021)**

User Class	Existing (gpd)	Planned Development (gpd)	Unknown Development (gpd)	Total (gpd)
Residential User Class (RUC)	61,000	126,000	318,000	505,000
Commercial User Class (CUC)	13,000	3,000	10,000	26,000
TOTALS	74,000	129,000	328,000	531,000

### 3.1 Upper and Lower Flow Meter Data for the Poncha Interceptor

Two flow meters were installed in the Poncha Interceptor identified as the ‘Upper Meter’ (MH-049) and ‘Lower Meter’ (MH-036, 413 Rainbow Road). The Upper Meter only monitors flows from the Poncha Springs service area, whereas the Lower Meter also captures flow from a small portion of the Salida service area. Data recorded from the meters was downloaded on September 24, 2021 for analysis and comparison with previous projections.

#### 3.1.1 Upper Flow Meter Data

The Upper Meter existing condition peak hour flow (PHF) modeled in 2019 was 23% of the 615 gpm total capacity, and the PHF calculated using metered data collected from January 2020 to January 2021 was 44% of total capacity. Using data collected from September 2020 to September 2021, the PHF increased to 56% of total capacity. Table 3-2 provides the Upper Meter flow metric summary, including annual average daily flow (AADF), maximum monthly flow (MMF), peak hour flow (PHF), peaking factor (PF), and the percent capacity of PHF. Full metered and modeled data for the Upper Meter is shown in Appendix B.

**Table 3-2 Upper Meter Summary**

Flow Metric	Sept. 2021 Metered	Jan. 2021 Metered	2019 Modeled
AADF (gpm)	88	63	41
MMF (gpm)	212	128.9	72
PHF (gpm)	347	269	139
PF	4.0	4.3	3.4
PHF % Capacity	56%	44%	23%

#### 3.1.2 Lower Flow Meter Data

The Lower Meter monitors flows in a section of sewer identified as the ‘controlling segment’ during the 2019 Master Plan. The peak hour flow (PHF) modeled in 2019 at this controlling segment was 37% of the 615 gpm total capacity. The PHF calculated using metered data collected from January 2020 to January 2021 remained at 37% of the 615 total capacity. Using data collected from September 2020 to September 2021, the PHF increased to 53% of total capacity. Table 3-3 provides the Lower Meter flow metric summary. Full metered and modeled data for the Lower Meter is shown in Appendix C.



**Table 3-3 Lower Meter Summary**

Flow Metric	Sept. 2021 Metered	Jan. 2021 Metered	2019 Modeled
AADF (gpm)	98	74	67
MMF (gpm)	211	136	118
PHF (gpm)	328	225	228
PF	3.3	3.0	3.4
PHF % Capacity	53%	37%	37%

### 3.2 Pipe Capacity and Flow Projections

Ensuring future sewer loads can be accommodated by the Poncha Interceptor requires a capacity analysis to develop a timeline for pipeline replacement. Future flow projections are developed to predict timelines, and can be estimated using different methods, each with varying assumptions. The two primary methods used herein are: 1) extrapolate the metered flow data, and 2) estimate flows from population and growth projections. Using metered data to develop projections is the preferred method. However metered data limitations and variables include: inadequate historical metered data (data collection began in January 2020 and is incomplete), major variations in 2020 and 2021 precipitation and groundwater depths, and the Upper and Lower Flow Meters have slightly different contributing service areas. A combination of these two methods is required to account for these data limitations and variables.

Unit flow rates developed in the Master Plan were similar to the winter metered data, and therefore used in the projection calculations. In this analysis, growth is defined as single family equivalents (SFE) which was estimated by the number of residential and commercial connections to the system. Upper Meter flows are labeled in Figure 2 as “Poncha”, and lower meter flows labeled “Controlling Segment”. Buildout of all known Poncha Springs service area planned developments is 1,848 SFE.

Using Upper Meter flow data from September 2020 to September 2021, a PF of 4.0 was calculated from the Poncha AADF and Poncha PHF. The single family equivalents were applied to project flow rate growth at buildout, starting with the 2021 average annual daily and peak hour flows measured at the meter. The projections for peak hour flow rate are carried into the future using a PF of 4.0. Refer to the Poncha AADF and Poncha PHF in Figure 2.

Using Lower Meter (Controlling Segment) flow data, a PF of 3.34 was calculated. Projecting flows at the Controlling Segment followed the same approach as the Upper Meter (Poncha) flows projections. The only differences in calculations between the Poncha and Controlling Segment flow projections are the starting points and the peaking factors. It is interesting to note that the estimated 1,848 buildout SFE corresponds with the pipeline capacity (615 gpm) at the Controlling Segment assuming a peaking factor of 3.34.

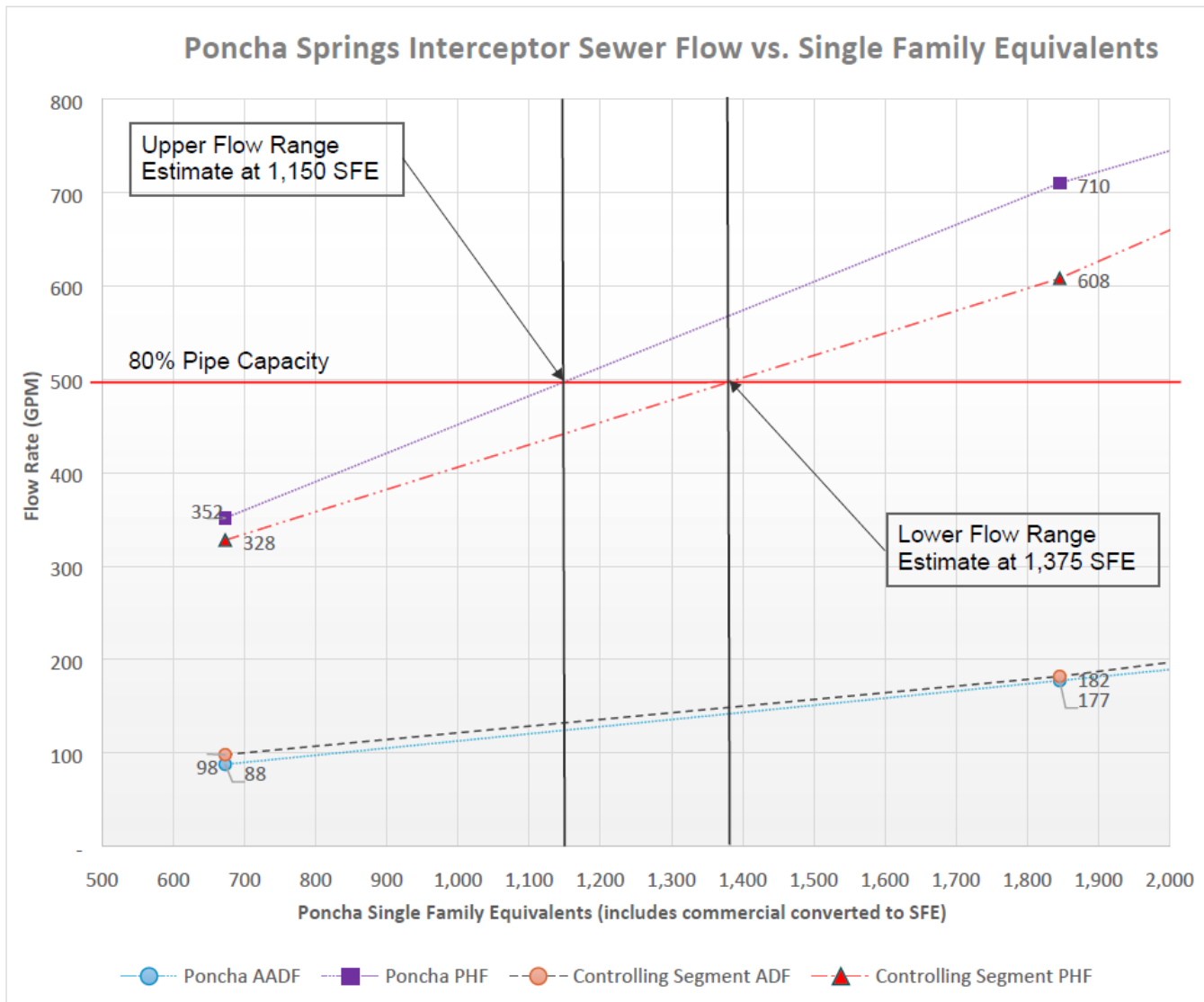


Figure 2 Poncha Interceptor Projected Sewer Flow vs. Single Family Equivalents

### 3.3 Timeline for Improvements

Providence Infrastructure Consultants recommends using 80% of the pipeline capacity for the critical timeframe to begin construction of improvements, or  $0.8 \times 615 \text{ gpm} = 492 \text{ gpm}$ . This occurs when the number of single family equivalents in the service area is between 1,150 and 1,375 (refer to Figure 2).

Predicting the rate that single family equivalents will be added to the Poncha Springs service area provides an indication of the time available to plan for the replacement project. Assuming 100 SFE/year growth starting from 673 existing single family equivalents, the City has between 4.8 and 7.0 years to plan. Using a less aggressive growth rate of 50 SFE/year, the planning horizon extends to provide between 9.5 and 14.0 years before 80% capacity is reached.

## 4 EVALUATION OF ALTERNATIVE IMPROVEMENTS

Two alternatives were considered for improving the capacity for conveying wastewater flows from Poncha Springs to the Salida Wastewater Treatment Plant:

1. Replace Existing Pipeline in Highway 50
2. Install New Interceptor along CR-120

The evaluation provides a general overview of the improvements for the project. Several primary advantages and disadvantages of each alternative are also included in the discussion.

### 4.1 Alternative 1: Replace Existing Pipeline in Highway 50

The existing pipeline was constructed in 1975 along Highway 50. Alternative 1 consists of installation of an 18-inch pipeline to replace the existing PVC sewer main. Approximately 19,000 linear feet (LF) of new pipeline is anticipated for this alternative. An updated estimate of probable cost for Alternative 1 is \$15,000,000.

Alternative 1 **advantages** are:

- Sewer location provides service to the largest area of potential development.
- Single point of flow monitoring for Poncha Springs service area

Alternative 1 **disadvantages** are:

- Impacts during construction along Highway 50 (mostly limited to eastbound lanes).

### 4.2 Alternative 2: Install New Interceptor along CR-120

Installation of a new interceptor would allow diversion of wastewater along County Road 120 from a connection near Pahlone Parkway. Options to connect into the Salida collection system include:

- a) Tying in at Holman Avenue and conveying flow in the West Salida Interceptor (along 14<sup>th</sup> Street) which is a 15-inch pipe,
- b) Tying in at Highway 50 and Holman Avenue, which requires a highway crossing and upsizing of the Poncha Interceptor downstream of Holman Avenue,
- c) Tying in at Highway 50 and CR-125, which requires a highway crossing and upsizing the Poncha Interceptor downstream of CR-125.

Any of these connection points have complications. Option a) does not require a crossing of Highway 50 but does require an inverted siphon east of CR-125, which is unacceptable due to maintenance issues.

Option b) would require both an inverted siphon and a crossing of Highway 50.

Option c) is the only option that avoids the inverted siphon. However, a crossing is required at Highway 50 and approximately 10,000 LF of pipeline would have to be replaced in Highway 50 downstream of the connection point. Option c) is the only viable alternative but there is likely to be very little, if any, cost savings for Alternative 2c compared with Alternative 1. Alternative 2c would also have a deferred cost for a future replacement project for the section of the Poncha Interceptor that is not replace (CR-125 to Poncha Springs). This option also adds

additional line maintenance due to the additional infrastructure and potential for infiltration into the sewer system.

Alternative 2 **advantages** are:

- Diverts flows from existing sewer in Highway 50.
- Smaller service area allows for installation of a smaller pipeline to the tie-in point

Alternative 2 **disadvantages** are:

- A significant portion of the Poncha Interceptor would still have to be upsized.
- Crossing of drainage requires an inverted siphon, which is a significant maintenance issue.
- Sewer improvements required to accommodate tie-in to Salida service area may require a crossing of Highway 50 and related downstream sewer improvements.
- Impacts during construction along CR-120 include complete closure.
- Multiple utility conflicts in CR-120 include water and gas lines.

### 4.3 Preferred Alternative

Replacing the existing pipeline in Highway 50 (Alternative 1) has the least impact to traffic and existing utilities during construction. It also maintains a single pipeline for all wastewater from Poncha Springs which reduces maintenance and future replacement costs. The total cost for Alternative 1 is based on significantly more detail than what was developed for Alternative 2c, which has many unknown factors, such as utility conflicts, and a future cost for maintenance and replacement of the Poncha Interceptor above the tie-in point. Based on our judgement, Alternative 2c would not have a cost advantage over Alternative 1. As such, Alternative 1 is preferred.

## 5 CONCLUSIONS

The timeline for replacing the Poncha Interceptor with an 18-inch pipeline is based on the flow capacity of the existing pipe, the existing flow, and projected flow from planned developments. Existing wastewater flow is continuously measured in the lower flow meter in the Poncha Interceptor where it is considered the critical section of the pipeline (least capacity). The impacts of development were graphed with projected flows in the sewer versus single-family equivalents (SFE) constructed. The rate of growth was estimated to be from 50 to 100 SFE/year. The peak hour flow would reach the critical flow threshold by 2026 at the higher estimated growth rate and by 2031 at the lower estimated growth rate.

The number of planned Residential User Class units identified in the Poncha Springs service area is 1,144, of which 509 are already approved by the City of Salida. It is estimated that 18 Commercial User Class units will be developed within 35.1 acres of planned developments in Poncha Springs.

Two pipeline alignments were considered for the project. Alternative 1 consists of the replacement of the existing pipeline along Highway 50. Alternative 2 looked at an alignment in County Road 120 with three options to connect back into the collection system.

- Option a) connects into the West Salida Interceptor.

- Option b) connects to the Poncha Interceptor at Holman Avenue and Highway 50
- Option c) connects to the Poncha Interceptor at County Road 125 and Highway 50

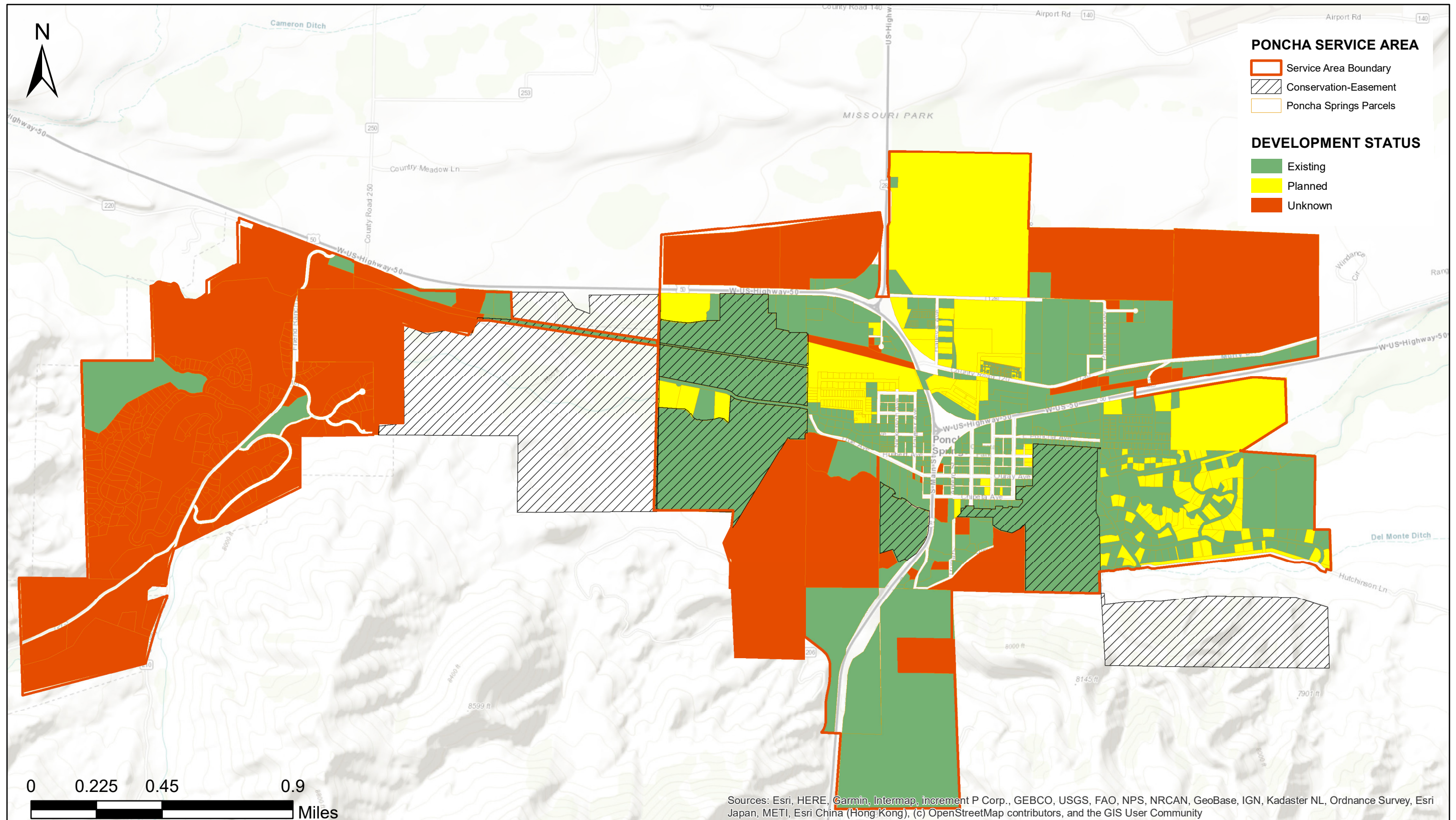
Option c) is the only point of connection for Alternative 2 that avoids an inverted siphon east of County Road 125. However, Option c) would require a crossing of Highway 50 and replacement of approximately 10,000 LF of the Poncha Interceptor east of County Road 125, which negates any cost savings of the alternative alignment. The disadvantages of Alternative 2 include the additional maintenance for new pipelines, deferred cost for future replacement of the existing Poncha Interceptor, complete closure of County Roads 120 or 125 during construction, and utility conflict constraints. An updated opinion of project cost brings the total for Alternative 1 to \$15 million and for Alternative 2c, \$15.5 million. The preferred alignment is Alternative 1.

## APPENDIX A

### FIGURE 1

# PONCHA SPRINGS PARCEL DEVELOPMENT STATUS (2021)





CITY OF SALIDA SEWER BUILD-OUT PLAN

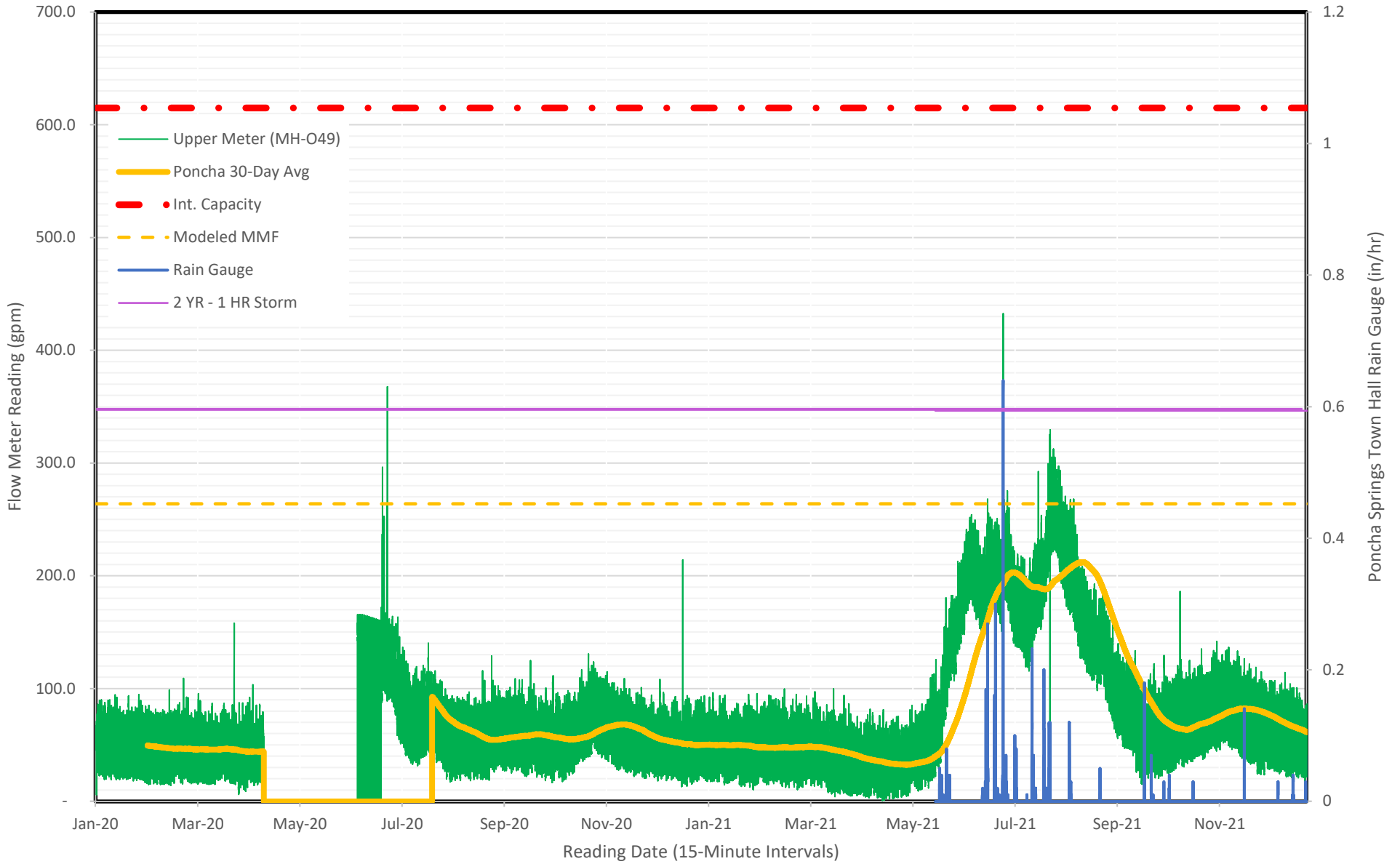
FIGURE 1 - PONCHA SPRINGS PARCEL DEVELOPMENT STATUS (2021)

# APPENDIX B

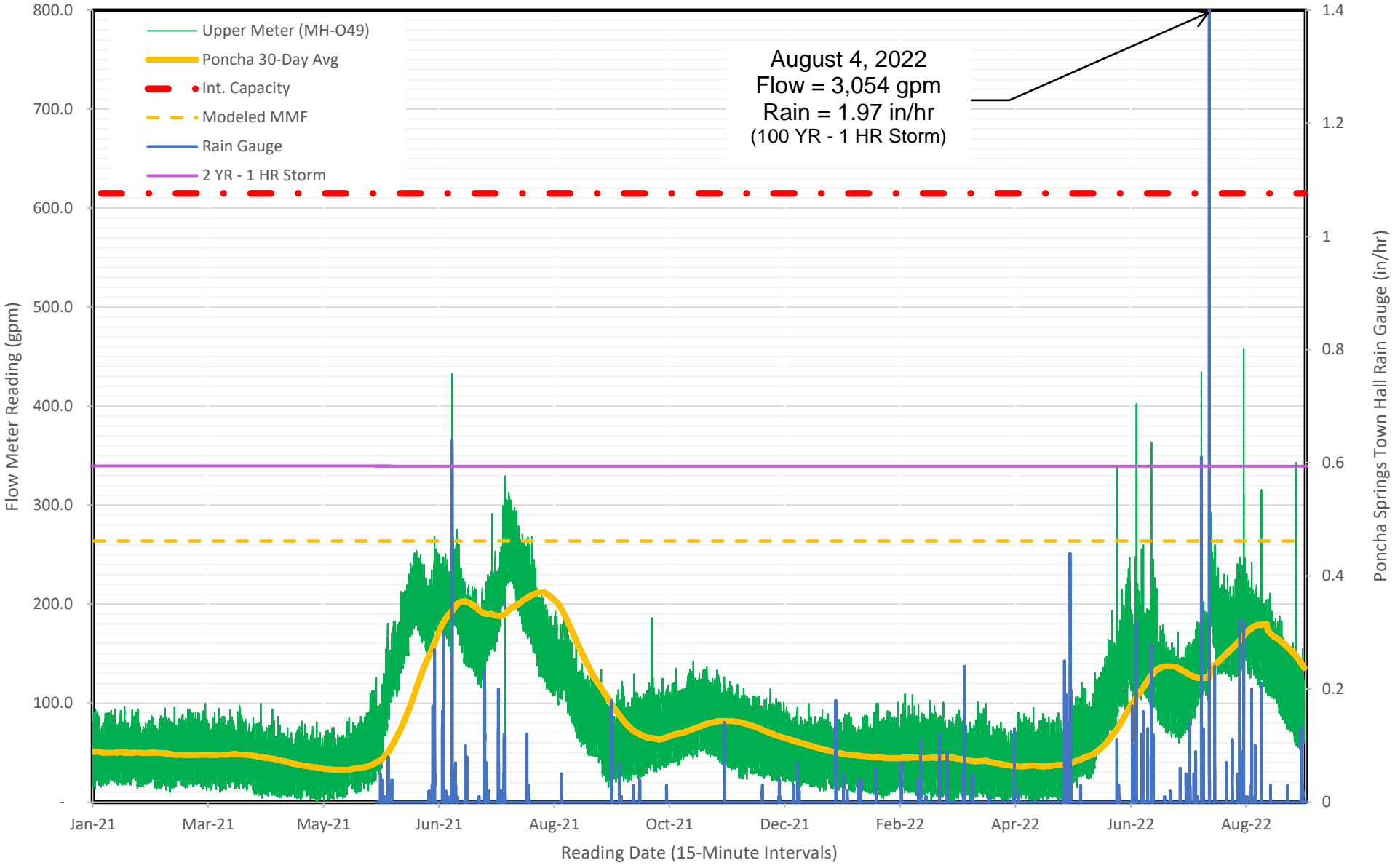
## UPPER METER

### METERED VS. MODELED DATA

### PONCHA INTERCEPTOR UPPER FLOW METER EXISTING CONDITIONS Poncha Interceptor Sewer Meter (MH-049) Flow Chart, January 2020 - September 2021



### PONCHA INTERCEPTOR UPPER FLOW METER EXISTING CONDITIONS Poncha Interceptor Sewer Meter (MH-049) Flow Chart, January 2021 - September 2022

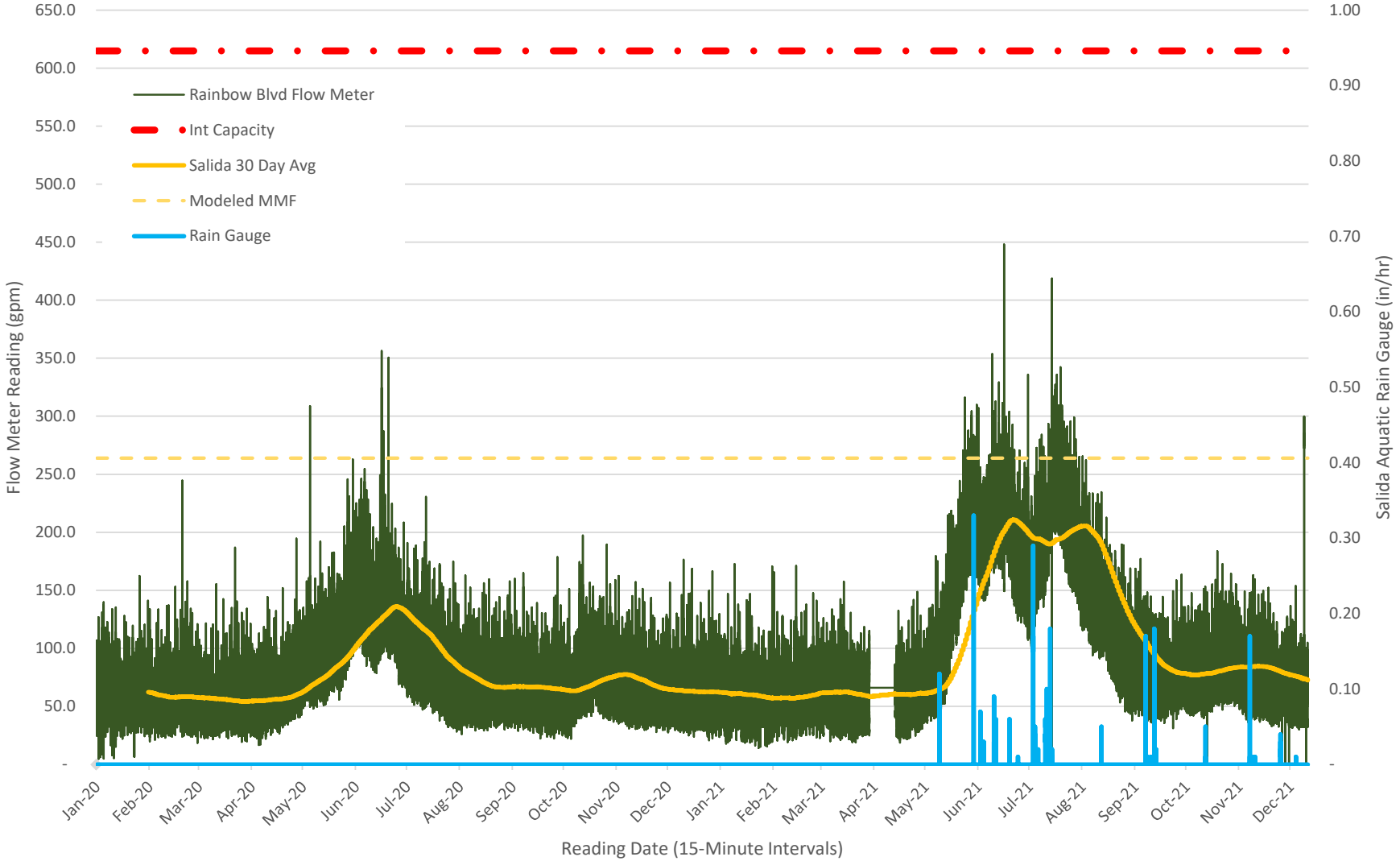


# APPENDIX C

## LOWER METER

### METERED VS. MODELED DATA

### PONCHA INTERCEPTOR LOWER FLOW METER EXISTING CONDITIONS Poncha Interceptor Sewer Meter (MH-036, 413 Rainbow Rd.) Flow Chart, January 2020 - December 2021





**PONCHA INTERCEPTOR LOWER FLOW METER EXISTING CONDITIONS**  
Poncha Interceptor Sewer Meter (MH-036, 413 Rainbow Rd.) Flow Chart, January 2021 - September 2022

