



CITY COUNCIL REGULAR MEETING

448 E. 1st Street, Room 190 Salida, Colorado 81201
September 19, 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

CALL TO ORDER

Pledge of Allegiance

Roll Call

Civility Invocation

1. Civility Invocation

CONSENT AGENDA

2. Approve Agenda

3. Approve September 5, 2023 Minutes

4. Approve Hot RDG Classic - Disc Golf Tournament

5. Approve Holiday in the Park

6. Approve Final Settlement for the Asbestos Abatement and Demolition Project

CITIZEN COMMENT—Three (3) Minute Time Limit

UNFINISHED BUSINESS / ACTION ITEMS

NEW BUSINESS / ACTION ITEMS

7. Construction Contract for Fire Station

8. **Resolution 2023-39** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR LOT 5 OF THE ANGELVIEW MINOR SUBDIVISION

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Council Reports

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

Mayor Report

Treasurer Report

Attorney Report

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.

Staff Reports

[9.](#) Staff Reports

BOCC Report

ADJOURN



City Clerk | Deputy City Clerk

Mayor Dan Shore



CIVILITY INVOCATION

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

- We honor the opportunity to be engaged in the process of governance for the benefit of our community.
- We acknowledge that each of us brings a unique perspective to this conversation and that our perspectives may differ.
- We challenge ourselves to value varying points of view and hold all contributions as equally important.
- We understand and accept that while we may sometimes disagree, we can always be courteous and kind.
- We commit to respectful language, avoiding rumor, harsh criticism or personal accusation, even when feeling emotionally charged.
- We will, to best of our ability, speak thoughtfully and listen with attention, respect, and curiosity.
- We are confident that there may be even better solutions than any of us have thought of, which may be discovered through civil conversations.
- We 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
September 05, 2023 - 6:00 PM

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 Critelli 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 August 15, 2023 Minutes

Approve Final Settlement for the 2023 Asphalt Maintenance Project

Approve Final Settlement for the 2023 Concrete Maintenance Project

CITIZEN COMMENT—Three (3) Minute Time Limit

Adam Martinez, Marty Kuhn, Elliot Jackson, Jon Terbosh, Alan Robinson, Jerry Raski, and Nancy Wallace spoke during Public Comment.

PROCLAMATIONS

Hispanic Month

Mayor Shore read the Proclamation and declared September 15 to October 15, 2023 as National Hispanic Heritage Month in the City of Salida.

UNFINISHED BUSINESS / ACTION ITEMS

There was no Unfinished Business.

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

Resolution 2023-37 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALIDA AND SALIDA SCHOOL DISTRICT R-32-J

Council Member Pappenfort moved to approve the Resolution, 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.

Resolution 2023-38 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALIDA, TOWN OF BUENA VISTA, AND CHAFFEE COUNTY

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.

COUNCILORS, MAYOR AND CITY TREASURER REPORTS

Reports were given.

ADJOURN

Adjourned at 7:07 p.m.



City Clerk | Deputy City Clerk

Mayor Dan Shore

To Salida City Council,

I am writing to request permission for a special event in Salida. Heart of the Rockies Disc Golf will be hosting a 2 day PDGA sanctioned disc golf tournament at the HotRDG course at SARSA on October 14-15, the first annual HotRDG Classic. We are capping the field at 120 players, but are only expecting between 50-75 at this point. Depending on the size of the field, we will either do tee times starting around 9am, or we will start everyone at the same time (shotgun start) at 10am both days. Following the 2nd round on Sunday, we will be presenting awards near the first tee. Everything should be complete and torn down by 6pm on Sunday Oct 15.

Thank you,
Craig Schuchman
Tournament Director

My name is Craig Schuchman with Heart of the Rockies Disc golf club and I am here to discuss our plans to host the first annual HotRDG Classic. HotRDGC is a 501c3 non profit that was created to help raise funds and manage volunteers to build and maintain the HotRDG course in Salida.

We are planning on hosting a 2 day tournament here the weekend of Oct 14-15. This tournament will be sanctioned by the PDGA (professional disc golf association), which is the governing body for the sport of disc golf and has over 200,000 members. Our tournament is open to players of all ages and ability levels, and we have the capacity to host up to 120 players. However, sign up is a bit slow so far and at this point we're hoping to get 50-60. This event is open to Professionals and Amateurs alike, entry fees are \$80 for pros and \$50 for Ams. All amateur players will receive a players pack that will include custom stamped discs from a Colorado based disc manufacturer that we work with - Discmania, as well as items from local businesses.

Players will play one round each day on Sat and Sun, and we will be hosting a players party on Saturday evening. Depending on the amount of players, we will either run tee times both days or do a shotgun start. We will award prizes and hold a raffle after play is complete on Sunday. We anticipate having everything wrapped up by 6pm on Sunday.

Trash/portopotty plan-

We will provide at least 2 trash cans- 1 near the first tee/staging area and 1 between holes 9 and 10. If we have more than 100 people, we will add another. We will remove all trash at the conclusion of play each day.

We will rent the appropriate amount of port-o-pottys depending on the amount of players, and will utilize the same locations as the trash cans.

Trash plan:

For the HotRDG classic, we have requested 3 additional trash cans from the city in the application, in addition to the 2 permanent trash cans that are already there. We will also have spare trash bags if any of them fill up. We are happy to dispose of any full bags afterwards if that is what the city requires.

Port-o-potty plan:

We will order 2 port-o-potties for the tournament (3 if we have more than 100 players), and place one near the first tee and one near the path going from hole #9 to hole #10. If we need the additional one, we would place it near the first tee also.

Site layout:

Green circle = Entrance/exit

Blue X = Trash can

Red X = Port-o-potty



[View results](#)

Respondent

36

Anonymous

12:18

Time to complete

1. Event Name *

HotRDG Classic

2. Event Contact Name *

Craig Schuchman

3. Event Contact Email Address *

cschuchman@gmail.com

4. Event Contact Phone Number *

9703313294

5. If you are requesting on behalf of an organization, is it a nonprofit (501c3)? *

☒ Yes☐ No☐ N/A

6. If you have rented a park or registered for a program with Salida Parks & Rec, please indicate the name of the account in our software system (SmartRec/Amilia). *

Not sure!

7. Event Location *

HotRDG Disc Golf course at SARSA/ Vandaveer ranch

8. Event Start Date *

Item 4.

10/14/2023



9. Event Start Time *

8:00 am

10. Event End Date *

10/15/2023



11. Event End Time *

6:00 pm

12. Estimated Number of People in Attendance *

1 additional trash can and portalet are required for every 50 people. Existing trash cans and restroom do NOT apply.

120

13. What Portalet service will you be using? *

3 additional would be great!

14. What trash service will you be using? *

This question is required.

15. Please provide a short description of the event *

This will be a 2 day disc golf tournament open to pros and amateurs, and will be sanctioned by the PDGA (professional disc golf association)

16. Will food or merchandise be available from any vendor? *

☐ Yes

☒ No

☐ Maybe

17. If yes, then food and sale tax licenses must be obtained and possibly a multi-vendor permit. Contact the Colorado Department of Revenue for sales tax licenses at 303-232-2416, and the Chaffee County Public Health Department for Food Licenses at 719-539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

Multiple Vendor Permit Application:

https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/multiple_vendor_permit.pdf

Chaffee County Public Health form:

<https://www.chaffeecounty.org/EndUserFiles/57096.pdf>

18. Will alcohol be sold or distributed at your event? *

☐ Yes

☒ No

☐ Maybe

19. If yes, please fill out the Application for Special Events Liquor License (available at the link below) and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated nonprofit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.
https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/5_special_events_liquor_license_application.pdf

20. Will there be amplified sound at your event *

☐ Yes

☒ No

☐ Maybe

21. If yes, complete the Amplified Sound Permit Application available at the following link:

https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/noise_permit_application_salida_02-15-2022_2.pdf

22. Are any streets, sidewalks, or other right-of-way closures required for your event? *

☐ Yes

☒ No

☐ Maybe

23. If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure. Click on the following link to access the petition form:

https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/street_closure_petition.pdf

If yes, please describe the closure request.

24. Will you require any security or law enforcement services specific to your event? *

☐ Yes

☒ No

☐ Maybe

25. If yes, for what purpose (security, traffic, parking, public control, Salida Trail System crossings, etc.)?

26. If additional City of Salida Police Officers are requested, they must be requested directly through the Salida Police Department (719-539-6880).

27. Where will people park for your event? *

We will open the gates off of CR 104 and park people along the dirt road there by the 1st tee

28. Is the Emergency Action Plan included in your application packet? *

☒ Yes

☐ No

29. Have you obtained insurance for your event that lists the City of Salida as additionally insured? *

☐ Yes

☒ No

30. Please check that you understand and will adhere to the following requirements: *

Item 4.

- ☒ Any violation of the City of Salida Municipal Code or agreements made in the application process are grounds for denial of the Special Events permit in the future.
- ☒ You will be required to have insurance and name the City of Salida as an additionally insured party. Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.
- ☒ Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food, you must meet all Health Department requirements.
- ☒ Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.
- ☒ 1 trash can per 50 people is required.
- ☒ The event is responsible for emptying ALL trash within the event, including pre-existing city trash cans.
- ☒ All clean up must be completed within 24 hours after the event concludes. If the City of Salida staff has to clean up after the event, a fee will be billed to the organizer.

31. Digital Signature: *

Craig Schuchman



City of Salida

Item 4.

Special Event Emergency Action Plan

I, the undersigned, agree to comply with the following Emergency Action Plan to the best of my ability. The first person on this list will be the designated Emergency Manager and will take responsibility for public addresses and instruction to the event participants.

Emergency Manager: Craig Schuchman

Phone: 970.331.3294

Email: cschuchman@gmail.com

Signature: _____

Emergency Alternate 1: Daryl Huschka

Phone: 719.221.8875

Email: darylhuschka@gmail.com

Signature: _____

Emergency Alternate 2: Jesse Bowers

Phone: 719.207.3396

Email: jesse.r.bowers@gmail.com

Signature: _____

Please complete the following template according to your Events plan and location. The following procedures should be followed in the event of an emergency.

Communications

1. The Emergency Manager or an alternate will communicate the designated evacuation space to participants at the beginning of the event.
2. This will be communicated to the event participants in an emergency with a:
 - ☐ Bull Horn
 - ☐ PA System
 - ☒ Emergency level voice

Fire

1. Call 911.
2. Assist injured or disabled personnel.
3. Evacuate the building. Activate emergency shutoffs if available.
4. Attempt to use a fire extinguisher only if you have been trained.
5. Evacuate participants to: Parking Area

Medical Emergency

1. Identify the medical emergency.
2. If life threatening, call 911.
3. Administer first aid if properly trained.
4. Evacuate the injured person to: Parking Area, then to hospital or call ambulance

Violent Incident

1. Call 911
2. Attempt to avoid the situation – move participants away.
3. Try to deny contact and evacuate to: Parking Area
lock/block doors, turn off lights, silence phones.
4. If necessary, defend – distract, attack, subdue.

Severe Weather

1. Move participants away from threat if possible.
2. Evacuate to: Parking Area and into vehicles
3. Call 911.

Urgent Situation (suspicious person, package, activity, or bomb threat)

1. Call 911.
2. State who, what, where, when, why, and how the situation occurred.
3. If bomb threat, turn off all electronics.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
09/C Item 4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Montgomery Insurance Services Inc. 330 West State Street Media PA 19063		CONTACT NAME: Kimberly Kennedy, CIC, CISR PHONE (A/C, No, Ext): (610) 565-8280 FAX (A/C, No): (610) 565-9685 E-MAIL ADDRESS: kkennedy@montgomeryinsurance.com	
INSURED Professional Disc Golf Association 3828 Dogwood Lane Appling GA 30802		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Property & Casualty Insurance Company of Hartford INSURER C: United States Fire Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 34690 21113	

COVERAGES**CERTIFICATE NUMBER:** '23 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2498659	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 0				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB844249	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 4,000,000
			AGGREGATE \$ 4,000,000				
			\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	39WECAO1126	09/06/2022	09/06/2023	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	Accident Coverage			US1674456	01/01/2023	01/01/2024	Accidental Death \$10,000
			Max Medical Benefit \$25,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

10/14/23-10/15/23 HotRDG Classic; Salida; CO; Certificate holder is included as an Additional Insured with respect to General Liability and Umbrella Liability, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Salida 448 E. First Street, Suite 112 Salida CO 81201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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COVERAGES

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							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
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CERTIFICATE HOLDER

CANCELLATION

Heart of the Rockies Disc Golf Club 12060 S Coyote Valley Rd Salida CO 81201-1849	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Salida Sunrise Rotary Club
Annual Holiday Park Proposal
Dates:
October 27, 2023 through January 5, 2024**

Overall Purpose:

In 2020, the Salida Sunrise Rotary Club (SSR) took over the responsibility of managing the Salida tradition of **Holiday Park**. The Salida community and many visitors love this annual tradition held throughout the Holiday Season, as Riverside Park is transformed into a "winter wonderland" where individuals can stroll through the decorated treelined sidewalks. It also allows individuals to celebrate their businesses, non-profit organizations and loved ones. Last year, 100 trees were adopted and enthusiasm has already been coming in for this year's Holiday Park tradition. While this is a Community Project for SSR, funds are raised through the adoption of the trees, and all proceeds from these adoptions help provide scholarships to Salida High School students and local individuals continuing their higher education.

Process/Timeline:

As this is a Community Project, SSR looks forward to working with as many members of the community as possible including businesses, non-profits and high school students. Because of the timing for student participation the following is the proposed timeline. The ultimate goal is to have the trees in place by the second week of November so that they may be decorated by Thanksgiving.

- October 27th:** The Salida Boy Scouts Troop 60 will help bring trees from the storage area in the City Building to the staging area behind the Salida Rotary Amphitheater
- October 30th:** During the week of October 30th through November 3rd, the trees will be placed on T-posts along the sidewalks of Riverside Park. The T-posts will be placed 5' away from the sidewalk and 7' apart to avoid the sprinkler system. As in the past, the posts will be placed by Altamont Landscapes as they have the correct equipment to be used to place the T-posts in the ground. Special Electrical outdoor Cords were purchased last year.
- November 3rd:** The Salida Boy Scouts will help actually place the trees on the T-Posts
- November 5th:** Individuals will start to decorate trees for the weeks of November 5th through November 19th. (Trees must be decorated by Thanksgiving is on Thursday, November 23rd.) Individuals will be asked to use non-breakable ornaments.
- January 5th:** The Salida Boy Scouts will assist in taking the trees down and returning them to the storage area in the Touber Building lower level.

Key Notes:

1. Electrical:

- a. SSR is requesting to once again use the main City Electrical Box located on the west side of the park along F Street and City Electrical Box located on Sackett. As we have no access to this locked box, SSR will coordinate with the City when access is needed in order to set up the sub-electric boxes owned by SSR/Holiday Park. This access will be needed during the week of October 30th - November 5th.

- b. SSR will continue to use timers throughout the time the trees are turned on for the public with the Salida Holiday Parade on the day after Thanksgiving (November 24th) decorated until the trees are undecorated (January 5th) from 5:00 pm to 9:00 pm each day.

2. Logistics:

- a. **Storage Area:** SSR is requesting to once again have access to the locked storage area behind the amphitheater stage as supplies will be stored in this area throughout the period. Currently, SSR has 1 key to this storage area that was provided by the previous organizers of the Holiday Park Project. If the lock has been changed, SSR requests a key be provided as access will be needed several times throughout the staging period.
- b. **Trash:** As in the past 2 years, SSR will carry any large trash items (such as unusable trees or decorations) to the dump. However, any small items (such as broken ornaments or unusable strings of lights) may be placed in the trash receptacles.
- c. **Park Monitoring:** Throughout the entire period of time that the trees are in place and until they are taken down, SSR will have members (at least 2 at a time) monitor the sidewalks and immediate area of the trees to be certain ornaments that may have flown off the trees can be replaced on their trees or discarded if they are broken. In addition, at least 2 members will provide snow shoveling services if needed to keep the sidewalks clear. Please note, these trees will be placed 5' from the sidewalks to accommodate any snow shoveling that may need to take place
- d. **Trees:** SSR would like to continue to increase the number of trees used; therefore, it may be more than 100 this year. If more trees are added, more sidewalk space will be needed throughout the Riverside Park.

Safety Plan/Emergency Procedures

SSR will notify local law enforcement of the event. We don't anticipate a need for any special services or dedicated personnel at the event based on the activities we are having.

[View results](#)

Respondent

35

Anonymous

06:33

Time to complete

1. Event Name *

Holiday Park

2. Event Contact Name *

Janet Franz

3. Event Contact Email Address *

jfranz0621@gmail.com

4. Event Contact Phone Number *

719-239-0204

5. If you are requesting on behalf of an organization, is it a nonprofit (501c3)? *

☒ Yes☐ No☐ N/A

6. If you have rented a park or registered for a program with Salida Parks & Rec, please indicate the name of the account in our software system (SmartRec/Amilia). *

Salida Sunrise Rotary

7. Event Location *

Riverside Park

8. Event Start Date *

Item 5.

10/27/2023



9. Event Start Time *

10:00 a.m.

10. Event End Date *

1/5/2024



11. Event End Time *

12:00 noon

12. Estimated Number of People in Attendance *

1 additional trash can and portalet are required for every 50 people. Existing trash cans and restroom do NOT apply.

Varies: at most 25 individuals to set up.

13. What Portalet service will you be using? *

0

14. What trash service will you be using? *

This question is required.

15. Please provide a short description of the event *

Celebration of the holidays with 100 trees decorated by the public who "adopts" a tree with a \$30 donation for a tree in memory of a loved one, \$40 donation for a tree honoring a non-profit organization or \$75 for a business tree.

16. Will food or merchandise be available from any vendor? *

☐ Yes

☒ No

☐ Maybe

17. If yes, then food and sale tax licenses must be obtained and possibly a multi-vendor permit. Contact the Colorado Department of Revenue for sales tax licenses at 303-232-2416, and the Chaffee County Public Health Department for Food Licenses at 719-539-2124. Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Police and Fire Departments.

Multiple Vendor Permit Application:

https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/multiple_vendor_permit.pdf

Chaffee County Public Health form:

<https://www.chaffeecounty.org/EndUserFiles/57096.pdf>

18. Will alcohol be sold or distributed at your event? *

☐ Yes

☒ No

☐ Maybe

19. If yes, please fill out the Application for Special Events Liquor License (available at the link below) and submit it along with the necessary fees. A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated nonprofit organizations. EVENTS REQUIRING ALCOHOL LICENSES MUST SUBMIT THEIR APPLICATION AT LEAST 90 DAYS IN ADVANCE OF THE EVENT.
https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/5_special_events_liquor_license_application.pdf

20. Will there be amplified sound at your event *

☐ Yes

☒ No

☐ Maybe

21. If yes, complete the Amplified Sound Permit Application available at the following link:

https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/noise_permit_application_-_salida_02-15-2022_2.pdf

22. Are any streets, sidewalks, or other right-of-way closures required for your event? *

☐ Yes

☒ No

☐ Maybe

23. If yes, it is your responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure. Click on the following link to access the petition form:

https://www.cityofsalida.com/sites/default/files/fileattachments/parks_and_recreation/page/10061/street_closure_petition.pdf

If yes, please describe the closure request.

24. Will you require any security or law enforcement services specific to your event? *

☐ Yes

☐ No

☒ Maybe

25. If yes, for what purpose (security, traffic, parking, public control, Salida Trail System crossings, etc.)?

We will contact the local police to advise of the need for someone to check the park

26. If additional City of Salida Police Officers are requested, they must be requested directly through the Salida Police Department (719-539-6880).

27. Where will people park for your event? *

around the park

28. Is the Emergency Action Plan included in your application packet? *

☐ Yes

☒ No

29. Have you obtained insurance for your event that lists the City of Salida as additionally insured? *

☒ Yes

☐ No

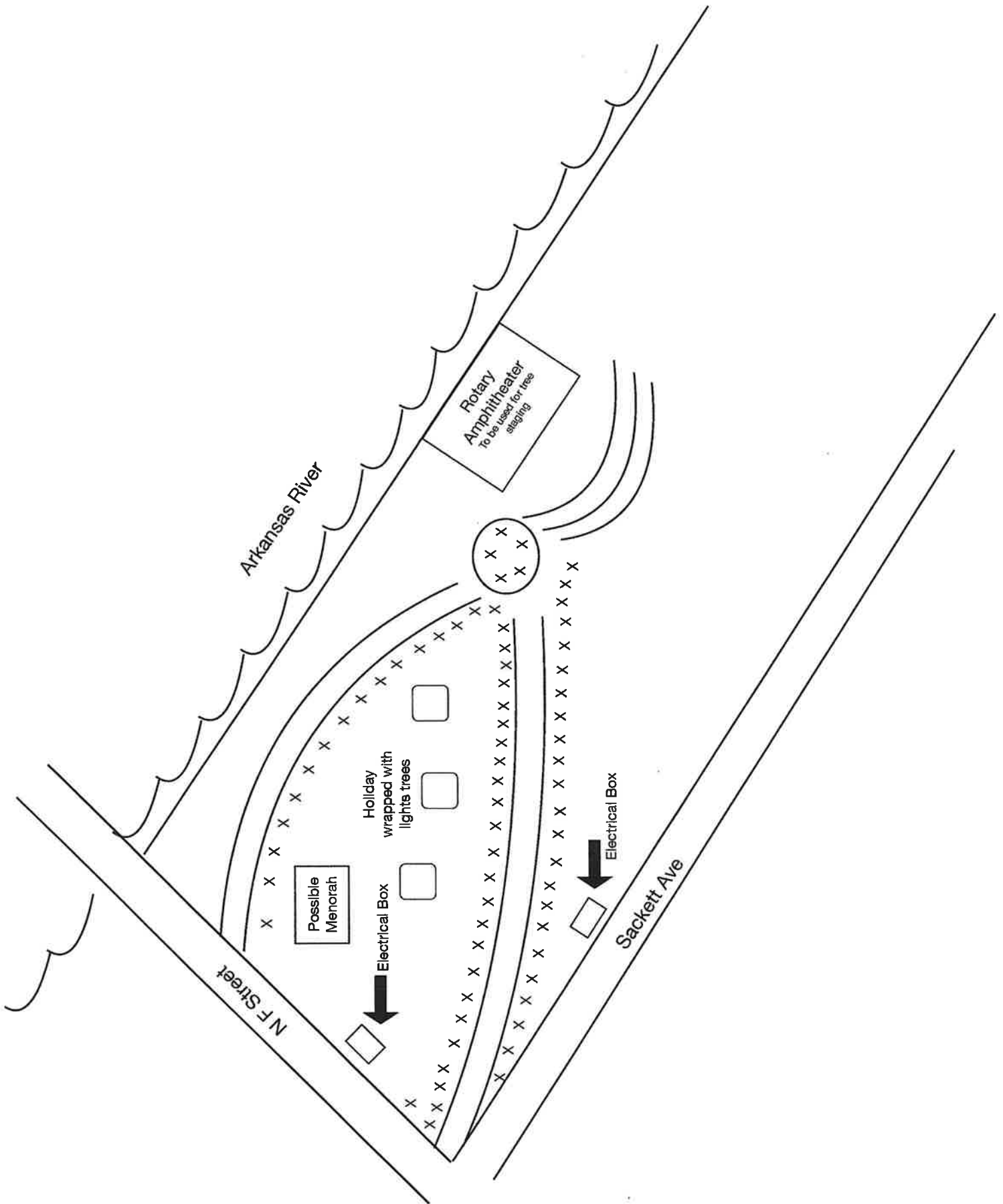
30. Please check that you understand and will adhere to the following requirements: *

Item 5.

- ☒ Any violation of the City of Salida Municipal Code or agreements made in the application process are grounds for denial of the Special Events permit in the future.
- ☒ You will be required to have insurance and name the City of Salida as an additionally insured party. Because this is often a lengthy process, the City will accept and approve applications pending receipt of proof of insurance.
- ☒ Applicants are also responsible for meeting any other agency requirements. For example, if you are serving food, you must meet all Health Department requirements.
- ☒ Chaffee County Department of Health requires at least one restroom for every fifty people attending the event.
- ☒ 1 trash can per 50 people is required.
- ☒ The event is responsible for emptying ALL trash within the event, including pre-existing city trash cans.
- ☒ All clean up must be completed within 24 hours after the event concludes. If the City of Salida staff has to clean up after the event, a fee will be billed to the organizer.

31. Digital Signature: *

Janet Franz





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)
08/06/2023

Item 5.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Toni Hanes	
	PHONE (A/C No. Ext): 1-833-3ROTARY E-MAIL: rotary@ajg.com ADDRESS: rotary@ajg.com	
INSURED All Active US Rotary Clubs & Districts Sunrise Rotary of Salida ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Surplus Lines Insurance Company	10172
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		G73578917 002	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			G73578917 002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		NOT APPLICABLE			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of Salida Colorado
Sunrise Rotary of Salida (District 5470)
Holiday Park
Riverside Park
October 27, 2023 through January 5, 2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

ITEM

Consent agenda – Approve Final Settlement for the Asbestos Abatement & Demolition Project

BACKGROUND

The Asbestos Abatement and Demolition Project included the removal of structures located at 102 D Street and 223 E. 1st Street as well as related site restoration.

FISCAL NOTE

City Council awarded a Construction Contract to JKS Industries, LLC on June 6, 2023 for the Asbestos Abatement and Demolition Project. The project had a construction contract amount of \$341,364.58. The final project cost was \$346,199.18. The 10% retainage in the amount of \$34,619.918 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on September 12th and September 15th, 2023.

JKS Industries, LLC provided acceptable quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION

To approve final settlement to JKS Industries, LLC. in the amount of \$34,619.918 for Asbestos Abatement and Demolition Project.

SUGGESTED MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

ITEM

Approval of Change Order #3 to the Neenan Archistruction Design-Build Contract

BACKGROUND

The City entered into a Design-Build Contract with Neenan Archistruction May 17, 2022. The initial contract stipulates work that was completed during the design phase and allows for the City to increase the contract to move forward with construction.

Neenan has provided the information required in the contract's Proposal Phase and Construction Documents Phase, including, but not limited to proposed stipulated sum price for construction; list of drawings and specifications; list of allowances, list of options for mitigation of concreted slab moisture vapor emissions and pH; list of all permits and approvals required for the construction portion of the work; etc.

FISCAL NOTE

Change Order #3 is in the amount of \$16.6m. This is the amount needed to complete the construction of the new fire station at 611 Oak Street including, but not limited to construction supervision/project management; site prep; building construction; interior finishing; equipment; fire protection; HVAC; exterior improvements such as landscaping, parking, fencing, a flagpole; and utilities.

The City received an Energy and Mineral Impact grant from the Department of Local Affairs in the amount of \$1m to go towards the construction of the facility.

City staff will continue to look for grants, rebates or other opportunities to offset the final cost of the project.

The South Arkansas Fire Protection District will move their equipment to the new station. An IGA will be renegotiated, and proceeds will go towards the annual debt service payment.

The City will be issuing Certificates of Participation (COP) to fund the balance of the construction costs as well as allow the city to repay itself for costs already incurred.

STAFF RECOMMENDATION

Staff recommends Council approve Change Order #3.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Change Order #3 to the Neenan Archistruction Design-Build Contract, in the amount of \$16.6m", followed by a second and a roll call vote.

ARCHISTRUCTOR'S PROPOSAL

City of Salida, Colorado (“Owner”) and **THE NEENAN COMPANY LLLP** (“Archistructor”) have previously executed an Archistruction Services Agreement (“Agreement”) as of the 17th day of May, 2022 for Salida Fire Station (“Project”). This Archistructor’s Proposal (“Proposal”) is submitted in accordance with Subparagraph 2.1.7 of that Agreement this 19th day of September, 2023. If Owner accepts Proposal, Owner will sign the Proposal, the date such signing occurs being referred to as the “Proposal Acceptance Date.” Proposal as accepted will become a Contract Document. The Contract Price and Scheduled Substantial Completion Date will then be modified as provided in Subparagraph 2.1.7.3 of the Agreement and Archistructor will then proceed with the completion of the Construction Documents and the balance of the Work in accordance with the Project Schedule.

The Proposal includes the following items identified in the Agreement:

<u>Subparagraph</u>	<u>Description</u>
2.1.7.1.1	Stipulated Sum Price for Construction and any fees for design and pre-construction services that are in addition to those fees set forth at Exhibit F of the Agreement
2.1.7.1.2	Schedule of Values
2.1.7.1.3	Drawings and Specifications
2.1.7.1.4	Allowances and Open Items List
2.1.7.1.5	Options and Allowances for mitigation of concrete slab moisture vapor emissions and pH, and Owner’s Acknowledgement and Acceptance
2.1.7.1.6	Assumptions and clarifications
2.1.7.1.7	Project Schedule and Scheduled Substantial Completion Date upon which the Stipulated Sum Price for Construction is based
2.1.7.1.8	Number of Adverse Weather Days included in Project Schedule
2.1.7.1.9	Alternate prices (if applicable)
2.1.7.1.10	Unit prices (if applicable)
2.1.7.1.11	Fees for Claims and Changes in the Work
2.1.7.1.12	Permit and Approvals list and who is responsible for obtaining and paying for them
2.1.7.1.13	Amendments to the Agreement, if any
2.1.7.1.14	Time limit for acceptance of Archistructor’s Proposal

These items and Attachments are more fully described as follows:

2.1.7.1.1 STIPULATED SUM PRICE FOR CONSTRUCTION:

The Stipulated Sum Price for Construction plus any fees for design and pre-construction services that are in addition to those fees set forth at Exhibit F of the Agreement is **Sixteen Million Six Hundred Thousand and 00/100 Dollars (\$16,600,000)**. This amount is in addition to the current Contract Price which consists of the stipulated sum fee for design and pre-construction services of One million, twenty-four thousand nine hundred fifty two and 00/100 Dollars (\$1,024,952) set forth at Exhibit F of the Agreement.

2.1.7.1.2 SCHEDULE OF VALUES:

Reference the following for a breakdown of the Stipulated Sum Price for Construction:

Division 1	General Conditions	\$881,425.00
Division 3	Concrete	\$848,636.00
Division 4	Masonry	\$1,481,230.00
Division 5	Metal	\$1,551,986.00
Division 6	Wood, Plastics & Composites	\$179,497.00
Division 7	Thermal & Moisture Protection	\$906,545.00
Division 8	Openings	\$815,417.00
Division 9	Finishes	\$2,030,244.00
Division 10	Specialties	\$138,278.00
Division 11	Equipment	\$24,975.00
Division 12	Furnishings / Furniture	\$301,198.00
Division 21	Fire Suppression	\$260,576.00
Division 22	Plumbing	\$1,158,077.00
Division 23	Heating, Ventilating & Air Conditioning	\$1,888,561.00
Division 26	Electrical	\$1,546,191.00
Division 31	Earthwork	\$181,847.00
Division 32	Exterior Improvements	\$1,058,938.00
Division 33	Utilities	\$276,090.00
Subtotal		\$15,529,711.00
Builder's Risk/CGL/E&O/Umbrella/Auto Insurance		\$302,120.00
Archistructor's Fee		\$561,356.00
Archistructor's Warranty Fee		\$59,764.00
Payment and Performance Bonds		<u>\$147,049.00</u>

Total Stipulated Sum Price for Construction **\$16,600,000.00**

Previously Executed Design Contract Amount **\$1,024,952.00**

Revised Total Contract Amount **\$17,624,952.00**

2.1.7.1.3 DRAWINGS AND SPECIFICATIONS:

All Drawings on Drawing Log: CDN #3178B-018 Permit Drawings, dated 8/18/23 (Attachment A)

Specifications: CDN #3178B-019 dated 8/18/23 (Attachment B)

2.1.7.1.4 ALLOWANCES AND OPEN ITEMS LIST:

Direct cost Allowances (without any fees for Architect's Fee, Architect's GC Fee, Architect's Warranty Fee, insurance and bonds (if applicable), and costs for any regulatory agencies) included in the Stipulated Sum Price for Construction are as follows:

Mitigation of concrete slab moisture vapor emissions and pH	See Item 2.1.7.1.5
All others	See Open Items List

Open Items List: CDN #3178B -021, dated 9/13/23 (Attachment C)

2.1.7.1.5 OPTIONS AND ALLOWANCES FOR MITIGATION OF CONCRETE SLAB MOISTURE VAPOR EMISSIONS AND pH:

Owner's Acknowledgement and Acceptance: See "Owner's Acknowledgement and Acceptance of Options and Allowances for Mitigation of Concrete Moisture Vapor Emissions and pH", dated 9/19/23 (Attachment D)

2.1.7.1.6 ASSUMPTIONS AND CLARIFICATIONS:

**Salida Fire Station
Scope narrative
9-18-2023**

The project consists of a 20,345 square foot 1 story building. The apparatus bay is sized to hold all current fire station equipment. The administration area includes offices, training, and meeting rooms. The living quarters include bunk rooms, showers, laundry, fitness, kitchen, and day room. The building will incorporate sustainable systems including a hybrid HVAC system utilizing high efficiency electric systems in the living and administrative areas and conventional natural gas radiant heating in the apparatus bay. Also incorporated are natural daylighting and solar panel ready infrastructure. Firefighter safety has been prioritized by providing a

decontamination area, vehicle exhaust system in the apparatus bay, and training facilities for rescue exercises.

The current schedule is for construction to start in Fall 2023 and be complete in Fall 2024.

Below is a schematic list of items that are included in the project:

Division 1 - Construction Supervision/ Project Management

Division 3 - Concrete

Inclusions:

- Shallow foundations. Spread footings and strip footings below frost line.
- Concrete grade beam frost wall at building perimeter.
- Concrete slab on grade.
- Concrete foundations at trash enclosure and generator enclosure walls.

Division 4 – Masonry

Inclusions:

- CMU walls at apparatus bay
- Brick veneer at exterior walls.
- CMU trash and generator enclosures.

Division 5 - Steel

Inclusions:

- Structural steel building.
- 6” Steel bollards at OH door locations.
- Trash enclosure gates.
- Galvanized stair tower at training tower.

Division 6 - Wood & Cabinetry

Inclusions:

- Carpentry labor / Daily clean up labor
- Fixed casework as shown.

Division 7 – Thermal & Moisture

Inclusions:

- Foundation, wall, and roof insulation to exceed energy code. Current required energy code is 2006 IECC and we are meeting 2021 IECC.
- 60 MIL TPO flat roofing.
- 22 Ga. prefinished standing seam metal roofing.
- 22 Ga. prefinished metal wall panels.

Division 8 – Doors & Windows

Inclusions:

- Prefinished wood doors
- Hollow metal door frames.
- Exterior windows and doors as shown on elevations.
- 3 each four fold apparatus bay doors
- 10 each overhead doors

Division 9 – Framing/ Drywall

Inclusions:

- Metal stud framed walls with 5/8” gypsum board
- Sound insulation in all interior walls.

Division 9 – Ceiling Finishes

Inclusions:

- Acoustic ceiling grid and tile.
- Drywall ceilings.
- Painted exposed structure.

Division 9 – Floor Finishes

Inclusions:

- Floor finishes as shown on drawings

Division 9 – Wall Finishes

Inclusions:

- Paint on all walls, ceilings, soffits and metal doors/ frames.
- Paint at structure in apparatus bay.

Division 10 – Specialties

Inclusions:

- Restroom accessories.

- Code required signs.
- Building mounted sign.

Division 11 – Equipment

Inclusions:

- Kitchen appliances
- Laundry appliances

Division 12 – Furnishings

Inclusions:

- Murphy beds
- Window coverings
- Furniture Allowance – see open items list

Division 21 – Fire Protection

Inclusions:

- Fire sprinkler system to meet current local fire and state department requirements.

Division 22 – Plumbing

Inclusions:

- Domestic water supply
- Domestic wastewater system
- Plumbing fixtures
- Compressed air piping

Division 23 – HVAC

Inclusions:

- All electric VRF (Variable Refrigerant Flow) system in admin and living areas.
- Gas fired overhead radiant heat at apparatus bay
- Plymovent exhaust system
- Full Direct Digital Control system / control wiring.

Division 26 – Electrical

Inclusions:

- Interior Lighting and Controls:
 - LED lights throughout.
 - Lighting controls per energy code.
- General purpose power

- Power distribution for all HVAC and Plumbing Equipment
- Fire Alarm System
- Low Voltage / Telecommunications:
 - First alert system
 - Speakers
 - Projectors
 - Tele / data wiring
 - Security cameras
 - Door access
- Site electrical / parking lights (Dark Sky compliant).
- Solar ready. See open items list for PV system.
- 500 kW Back up power generator installation and start up.

Division 31 – Earthwork

Inclusions:

- Import material as required for building pad elevation and site drainage.
- Erosion / sediment / dust control as required by state and local authorities.

Division 32 – Exterior improvements

Inclusions:

- New parking lot and all associated work.
 - Concrete parking, sidewalks, curbs, gutters, and ADA ramps
- Landscaping
- Trash enclosure
- Fencing at South property line only. See open items list for full perimeter fencing.
- Flag Pole

Division 33 – Utilities

Inclusions:

- Water service line.
- Sewer service line.
- Fire service line.
- Fire hydrants.
- Underground roof drainage system.

- Street cut/repair to wet tap water line for fire service line.

General Clarifications

- General Liability and Builder's Risk Insurance included.
- Payment and Performance Bond included.

Exclusions:

- All sales and use taxes.
- Work associated with / during inclement weather is excluded. See open items list.
- Improvements to Oak and Scott Street are excluded. See open items list. Offsite utility improvements.
- Rock excavation, blasting, or earthwork that requires non-standard earth working equipment.
- Back up power generator purchase.
- Chaffee County Building permit & plan review fees.
- All other Development fees.
- Infrastructure fees of any kind are excluded, to be paid by owner.
 - Water tap fees / water right fees
 - Gas service
 - Electrical service
 - Fiber / cable / phone service
 - Off-site infrastructure
- Testing / 3rd party inspections by owner.
- Traffic study by owner.
- 3rd party commissioning by owner
- Hazardous Materials study/report provided by owner.
- Alta Survey provided by owner.
- Geotechnical Study provided by owner.
- Moving coordination and moving expenses by owner; included but not limited to
 - Air fill station.

- Recliners
- Conference room chairs and table.
- Gym equipment.
- Pool Table
- Night security services during construction are not included.
- Permanent power transformer supplied by owner. See project schedule for required date of installation.

There are no assumptions or clarifications in addition to the provisions of the Contract Documents.

2.1.7.1.7 PROJECT SCHEDULE AND SCHEDULED SUBSTANTIAL COMPLETION

DATE:

Project Schedule: CDN #3178B-020 dated 9/1/23 (Attachment E)

The commencement date for the construction portion of the Work is anticipated as 10/24/23 (This date is contingent upon receipt of applicable building permits as shown at item 2.1.7.13 and contingent upon Owner's acceptance of the Proposal, as shown at item 2.1.7.1.12).

The Scheduled Substantial Completion Date will be 374 calendar days from the commencement date for the construction portion of the Work, subject to adjustments of the Scheduled Substantial Completion Date as provided in the Agreement.

2.1.7.1.8 NUMBER OF WEATHER DAYS INCLUDED IN THE PROJECT SCHEDULE:

The number of Adverse Weather Days included in the Project Schedule per Paragraph 5.6 of the Agreement is 10 business days.

2.1.7.1.9 ALTERNATE PRICES:

N/A

See also Open Items List at item 2.1.7.1.4.

2.1.7.1.10 UNIT PRICES:

N/A

2.1.7.1.11 FEES FOR CLAIMS AND CHANGES IN WORK:

For Article 7 - Changes and Article 12 - Claims, both of the Agreement, the following fees will be applicable:

<u>General Conditions:</u>	8 % of the Cost of the Work
<u>Design Fee</u> (if design is required):	6% of the Cost of the Work
<u>Archistructor's Fee</u> (Subject to Paragraph 7.5):	3.5% of the Cost of the Work
<u>Archistructor's Warranty Fee:</u>	0.4% of the Cost of the Work

Bond (if applicable) and Insurance:

2.82% of the Cost of the Work

2.1.7.1.12 PERMIT LIST:

<u>Permit</u>	<u>Agency</u>	<u>Anticipated Date of Receipt</u>	<u>Responsible Party Obtaining</u>	<u>Paying</u>
Building	City of Salida	<u>10-15-23</u>	Neenan	City of Salida
CDOT access	CDOT	<u>10-15-23</u>	PEC	City of Salida

2.1.7.1.13 AMENDMENTS TO AGREEMENT

FURNITURE SERVICES

The following furniture services are concurrent and interactive with the interior design services described in the Archistruction Agreement, and the associated fees are included within the design and pre-construction fee shown in the schedule of values. The primary components of the furniture services are: recommendations, specifications and layout of new furniture and art; product scheduling; installation management; and Punch List follow up. Each component is described below.

Existing Furniture and Art Inventory:

1. Photograph, describe, measure and determine the condition of existing furniture and art at Owner's current facility that is to be re-used in the new facility.
2. Provide a furniture and art inventory report of the existing furniture to be re-used, organized by room location in the current facility and organized by furniture type.
3. Review the furniture and art inventory report with Owner and determine the scope of new furniture and art required for the new facility.
4. Integrate any furniture and art to be re-used into the furniture and art plans for the new facility.

Specification and Layout of Furniture and Art:

1. Develop with Owner an initial budget for new furniture and art.
2. Identify and recommend furniture and art to meet Owner's requests and needs.
3. Develop an initial furniture and art plan showing locations in the new facility.
4. Collaborate with appropriate manufacturers to develop specifications to meet the established Owner's budget and the design intention and identified function for new furniture and art.

5. Create documents that include images and descriptions of the new furniture selections, including manufacturer, style, series, fabric, material, finish, and color for each selection.
6. Develop final plans showing the locations in the new facility of all new and re- furniture and art.

Procurement of Furniture and Artwork:

1. Purchase all new furniture and art, including delivery and installation services, included in the contract with Owner.
2. Provide overall coordination and follow-up for the purchased furniture and art, including:
 - a. Check acknowledgments from vendors for accuracy.
 - b. Develop and manage the shipping schedule.
 - c. Coordinate delivery and installation with the Project Schedule.
3. Manage the delivery, receipt, and inspection of all purchased furniture and art.
4. Supervise installation of the purchased furniture and art.
5. Product cost and procurement for new furniture and art, and the installation costs associated with those items.
6. If needed, Archistructor may find location for secure storage of furniture prior to installation.

Deliverables:

1. Furniture inventory report.
2. Specification package for the new furniture and art.
3. Furniture and art location plan.
4. Schedule of activities and important dates in coordination with Owner.
5. Product care and warranty information (included in the Operations and Maintenance Manual).

Not Included:

1. Move management and coordination.
2. Specification or procurement of items typically carried in a medical equipment budget, such as exam/procedure tables, patient beds, over-bed tables, specialty medical furniture, and cubicle curtains.
3. Coordination of products and services not furnished under contract with Archistructor.
4. Coordination, move or purchase of specialty fixed equipment (and equipment with mechanical and electrical devices) or specialty appliances.

2.1.7.1.14 TIME LIMIT FOR ACCEPTANCE OF THE ARCHISTRUCTOR'S PROPOSAL:

Archistructor's Proposal must be accepted by Owner by 9-20, 2023, to prevent delay in commencing the Work, and thus the Project Schedule, and to prevent impact upon the Stipulated Sum Price for Construction.

Proposal is accepted by Owner as of the date below (“Proposal Acceptance Date”).

ARCHISTRUCTOR:

OWNER:

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

By: _____
Name: Ryan C. Dellos
Its: Treasurer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	September 19, 2023

ITEM

Approval of Resolution 2023-39. Approval of Development Improvement Agreement (DIA) for Lot 5 of the Angelview Minor Subdivision.

BACKGROUND

The five-lot minor subdivision for Angelview was approved by the Planning Commission on May 23, 2016. The applicant, Harder-Diesslin Holdings, LLC, has submitted applications for the development of Lot 5 in conformance with the R-3 zoning that is on the site.

The development improvement agreement sets forth the requirements for the developer to complete the public improvements, which includes water and wastewater mains, and their subsequent dedication to the City.

FISCAL NOTE: There are no budget implications with the approval of the agreement.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Development Improvement Agreement for Lot 5 of the Angelview Minor Subdivision.

SUGGESTED MOTION

A Council person should make the motion to "Approve Resolution 2023-39 to approve the proposed Development Improvement Agreement for Lot 5 of the Angelview Minor Subdivision."

Attachments:

Resolution 2023-39

Exhibit A Development Improvement Agreement for Lot 5 of the Angelview Minor Subdivision

Development Improvement Agreement Exhibits A-E

Angelview Subdivision Plat

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 39
(Series 2023)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR LOT 5 OF
THE ANGELVIEW MINOR SUBDIVISION.**

WHEREAS, the property owners, Harder-Diesslin Holdings, LLC (“Developer”) received minor subdivision approval for the Angelview Minor Subdivision on May 23, 2016 as recorded at Reception No. 428085 of the Chaffee County Recorder's Office, Chaffee County, Colorado; and;

WHEREAS, Lot 5 of said minor subdivision ("Property") is being developed in accordance with the Salida Municipal Code; and

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code (“Land Use Code”), the City and the Developer wish to enter into a Development Improvement Agreement to set forth their understanding concerning the terms and conditions for the construction of the development’s public improvements and other improvements; and

WHEREAS, the City Council therefore now wishes to approve and execute a Development Agreement with Developer for Lot 5 of the Angelview Minor subdivision; and

WHEREAS, upon such approval, city staff shall be permitted to correct non-substantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

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

The Development Improvement Agreement for Lot 5 of the Angelview Minor Subdivision is hereby approved and incorporated herein as “Exhibit A”.

RESOLVED, APPROVED AND ADOPTED on this 19th day of September, 2023.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL] ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A
DEVELOPMENT IMPROVEMENTS AGREEMENT
Angelview Minor Subdivision

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 202__, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and Harder/Diesslin Holdings LLC (“Developer”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as Angelview Minor Subdivision, Lot 5 (the “Project”), and more particularly described on attached **Exhibit A** to the Development Improvement Agreement, which is incorporated herein by this reference (the “Property”). The Property is located within the boundaries of the City.
- 1.2 The Developer received Minor Subdivision approval for a 5-lot subdivision on May 23, 2016 when the Planning Commission approved their Limited Impact Review application for the minor subdivision.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development improvement agreement with the City.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; on-site public improvements to be constructed and installed on the Property in association with the Developer’s activities under any building permit issued under the Permit Application, if approved (“Building Permit”).
- 1.5 The Subdivision plat for the Angelview Minor Subdivision was recorded on July 15, 2016 at reception number 428085 of the Chaffee County Clerk and Recorder’s Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.
- 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 Development Agreement; The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Building Permit” means any building permit issued under the Permit Application, if approved.
- 2.3 “City” means the City of Salida, a Colorado statutory City.
- 2.4 “City Administrator” means the City Administrator of the City of Salida, and the City Administrator’s designee.
- 2.5 “City Code” means the City of Salida Municipal Code.
- 2.6 “City Council” means the City Council of the City of Salida, Colorado.
- 2.7 “Dark Sky-Compliant” means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.8 “Developer” means HARDER/DIESSLIN HOLDINGS, LLC, and its successor(s)-in-interest and assigns with respect to the Property, and any subsequent owners of the Property.
- 2.9 “Development” means all work on the Property required to transform the Property approved by the City of Salida Planning Commission. 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.”
- 2.10 “Drainage Plan” means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.11 “Easement Lands” means all real property to be dedicated to the City hereunder in the form of easements.
- 2.12 “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.

- 2.13 “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.
- 2.14 “Land Use Code” means the City’s Land Use and Development Code, Title 16 of the City Code.
- 2.15 “Native Vegetation” means “native plant” as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.16 “Noxious Weed” takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.17 “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 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.18 “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 said Required Improvements.
- 2.19 “Permit Application” means the Developer’s full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.20 “Property” means the land that is known as the Angelview Minor Subdivision-Lot 5 and described in attached **Exhibit A** to the Development Improvement Agreement.
- 2.21 “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.
- 2.22 “Public Improvements Warranty Period” means a period of one year from the date that the City Engineer or 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.
- 2.23 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the Development Plan, Subdivision Plat, Permit

Application and the Building Permit; and the City’s drafting, review, and execution of this Agreement.

- 2.24 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.25 “Subdivision Plat” means Angelview Minor subdivision of the Property approved by Planning Commission on May 23, 2016.
- 2.26 “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 Angelview Minor Subdivision. Lot 5 of the Angelview Minor Subdivision is a residential project consisting of residential uses in conformance with the Land Use Code. The Developer intends to construct 4 apartment buildings with 4 residential units in each building.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer’s activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. 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.
- 3.3 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.
- 3.4 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; 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 minor subdivision by the Planning Commission on May 23, 2016 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 as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to 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.
- 5.3 Public Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all public improvements required for the Development in compliance with Salida Municipal Code, the public 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. A certificate of occupancy shall not be issued unless and until these conditions have been complied with.
- 5.4 Required Improvements. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped 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 City Engineer's designee must review and approve the drawings and plans for such improvements. 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, criteria, and standards governing such construction, as they may be amended.
- 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 5.8 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 B**. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$327,952.00. Therefore, the Performance Guarantee must be in an amount equal to \$368,946.00.
- 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 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 5.10 below, the City Council 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 5.10 below, the 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 B**.
- 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, the 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 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 or Development Plan.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City’s final acceptance of the Public Improvements in accordance with paragraph 5.11 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 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 _____ recorded at Reception No. _____.
 - 5.9.2 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 5.8 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 Director of Public Works, in accordance with paragraph 5.7 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 construction on the Property, 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 5.11 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 C**, 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 system according to generally accepted storm drainage practices.
- 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 construction, 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 construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; 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. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; 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 reasonable 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 D**.
- 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.
- 5.22 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit E (timeline)**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements (“Construction Schedule”). The Developer shall complete construction of each phase described in compliance with the timetable included in the 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 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 E**.
- 6.3 Force Majeure. If the Developer fails to commence or complete construction 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 – Default by Developer and City’s Remedies

- 7.1 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:
- 7.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.

- 7.1.2 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.
- 7.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.
- 7.1.4 A demand that the Performance Guarantee be paid or honored.
- 7.1.5 Any other remedy available in equity or at law.
- 7.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, 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. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 7.3 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.
- 7.4 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.
- 7.5 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 constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 7.6 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 8 – Indemnification and Release

- 8.1 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.

8.2 Indemnification.

- 8.2.1 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 or the City's issuance of the Building Permit if the Permit Application is approved; (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 or Permit Application, if it is approved, and the Building Permit, if it is issued; (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 Easement 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 Easement Lands; or (d) any other item contained in this Agreement.
- 8.2.2 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 Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Planned Development or Subdivision Plats, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.
- 8.2.3 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 D**.
- 8.2.4 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 9 – Representations and Warranties

- 9.1 Developer's Representations and Warranties. The Developer hereby 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:

- 9.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 9.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 9.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.
- 9.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; 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.
- 9.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 9.2 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:
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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 Plat.

- 9.2.4 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 10– General Provisions

- 10.1 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 of City Council adopting this Agreement.
- 10.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.
- 10.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 10.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 10.5.1 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.
- 10.6 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, Suite 112
 Salida, CO 81201

Notice to the Developer: _____

- 10.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 10.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 10.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).
- 10.10 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.
- 10.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 10.12 Subject to Annual Appropriation. Any financial obligation of 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.
- 10.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 10.14 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

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

CITY OF SALIDA, COLORADO

By

Mayor, Dan Shore

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this____ day of____
202____by_____, as Mayor, and by_____, as
Clerk, on behalf of the City of Salida, Colorado.

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

Notary Public

DEVELOPER:

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____
202____ by _____.

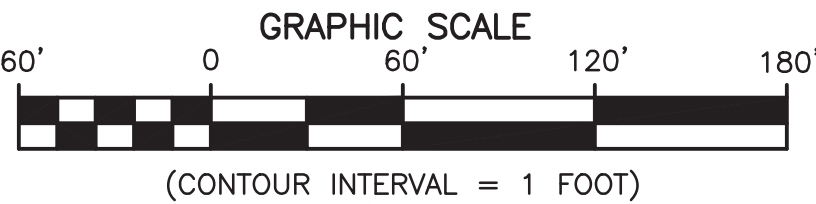
WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

EXHIBIT A

Lot 5 of the Angelview Minor Subdivision, Reception #428085

Angelview Lot 5					
Engineer's Opinion of Probable Cost - Public Infrastructure					
Prepared by: Crabtree Group, Inc.				7/30/2023	
STREETS					
Item	Quantity	Unit	Description	Unit Price	Total Price
1	794	LF	FURNISH AND INSTALL 30" CURB AND GUTTER 6" CURB HEIGHT	\$ 40.00	\$ 31,760.00
2	1338	SY	FURNISH AND INSTALL 6" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)	\$ 17.00	\$ 22,746.00
3	1274	SY	FURNISH AND INSTALL 3" THICK ASPHALT	\$ 23.00	\$ 29,302.00
4	64	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY	\$ 85.00	\$ 5,440.00
5	100	LF	FURNISH AND INSTALL 4' CROSSPAN	\$ 60.00	\$ 6,000.00
6	4	EA	FURNISH AND INSTALL 2 WAY ADA RAMP	\$ 5,000.00	\$ 20,000.00
7	382	SY	FURNISH AND INSTALL 4" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)	\$ 14.00	\$ 5,348.00
8	382	SY	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK	\$ 58.00	\$ 22,156.00
9	4	EA	FURNISH AND INSTALL WHITE CROSSWALK STRIPING	\$ 500.00	\$ 2,000.00
10	4	EA	FURNISH AND INSTALL R1-1 STOP SIGN WITH STREET NAME SIGNS	\$ 800.00	\$ 3,200.00
11	1	EA	FURNISH AND INSTALL 1 WAY ADA RAMP	\$ 3,000.00	\$ 3,000.00
				SUBTOTAL	\$ 150,952.00
SEWER					
Item	Quantity	Unit	Description	Unit Price	Total Price
40	1	EA	CONNECT TO EXISTING 8" PVC SEWER STUB	\$ 1,500.00	\$ 1,500.00
41	3	EA	FURNISH AND INSTALL SEWER MANHOLE WITH CONCRETE COLLAR	\$ 6,000.00	\$ 18,000.00
42	550	LF	FURNISH AND INSTALL 8" SEWER MAIN	\$ 80.00	\$ 44,000.00
43	6	EA	FURNISH AND INSTALL 4" SEWER SERVICE TO LOT	\$ 2,000.00	\$ 12,000.00
				SUBTOTAL	\$ 75,500.00
WATER					
Item	Quantity	Unit	Description	Unit Price	Total Price
51	500	LF	FURNISH AND INSTALL 8" WATER MAIN	\$ 75.00	\$ 37,500.00
52	2	EA	FURNISH AND INSTALL 8" FITTING IN WATER MAIN	\$ 1,000.00	\$ 2,000.00
53	2	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	\$ 7,000.00	\$ 14,000.00
54	4	EA	FURNISH AND INSTALL 8" GATE VALVE	\$ 1,500.00	\$ 6,000.00
55	6	EA	FURNISH AND INSTALL SINGLE FAMILY WATER SERVICE ASSEMBLY	\$ 2,000.00	\$ 12,000.00
57	1	LS	FURNISH AND INSTALL WATER SERVICE TO 4PLEXES	\$ 20,000.00	\$ 20,000.00
				SUBTOTAL	\$ 91,500.00
MISCELLANEOUS					
Item	Quantity	Unit	Description	Unit Price	Total Price
60	1	LS	CONSTRUCTION SURVEY	\$ 4,000.00	\$ 4,000.00
61	1	LS	BONDING (PERFORMANCE AND PAYMENT, MAY END AT FINAL COMPLETION)	\$ 2,000.00	\$ 2,000.00
62	1	LS	STORMWATER BMP'S, MAINTENANCE, PERMITTING	\$ 2,000.00	\$ 2,000.00
64	1	LS	TRAFFIC CONTROL	\$ 2,000.00	\$ 2,000.00
				SUBTOTAL	\$ 10,000.00
				Total	\$ 327,952.00



- RIGHT OF WAY
- LOT LINE
- EXISTING CONTOUR
- LIMITS OF CONSTRUCTION
- INTERIM STORMWATER ANALYSIS AREA
- CONSTRUCTION COMPLETED
- FUTURE DEVELOPMENT AREA

DETENTION BASIN STAGE-STORAGE TAE																					
		MHFD-Detention, Version 4.06 (July 2022)																			
Project: Angelview																					
Basin ID: Interim - Lot 5 4plexes and existing construction																					
Example Zone Configuration (Retention Pond)																					
Watershed Information																					
Selected BMP Type =	EDB																				
Watershed Area =	8.90	acres																			
Watershed Length =	1,130	ft																			
Watershed Length to Centroid =	550	ft																			
Watershed Slope =	0.020	ft/ft																			
Watershed Imperviousness =	70.00%	percent																			
Percentage Hydrologic Soil Group A =	100.0%	percent																			
Percentage Hydrologic Soil Group B =	0.0%	percent																			
Percentage Hydrologic Soil Groups C/D =	0.0%	percent																			
Target WQCV Drain Time =	40.0	hours																			
Location for 1-hr Rainfall Depths = User Input																					
After providing required inputs above including 1-hour rainfall depths, click "Run CUHP" to generate runoff hydrographs using the embedded Colorado Urban Hydrograph Procedure.																					
Water Quality Capture Volume (WQCV) =	0.204	acre-feet	Optional User Overrides <table border="1" style="width: 100%;"> <tr><td></td><td>acre-foot</td></tr> <tr><td></td><td>acre-foot</td></tr> <tr><td>0.60</td><td>inches</td></tr> <tr><td>0.85</td><td>inches</td></tr> <tr><td>1.08</td><td>inches</td></tr> <tr><td>1.41</td><td>inches</td></tr> <tr><td>1.69</td><td>inches</td></tr> <tr><td>1.98</td><td>inches</td></tr> <tr><td>2.73</td><td>inches</td></tr> </table>		acre-foot		acre-foot	0.60	inches	0.85	inches	1.08	inches	1.41	inches	1.69	inches	1.98	inches	2.73	inches
	acre-foot																				
	acre-foot																				
0.60	inches																				
0.85	inches																				
1.08	inches																				
1.41	inches																				
1.69	inches																				
1.98	inches																				
2.73	inches																				
Excess Urban Runoff Volume (EURV) =	0.789	acre-feet																			
2-yr Runoff Volume (P1 = 0.6 in.) =	0.262	acre-feet																			
5-yr Runoff Volume (P1 = 0.85 in.) =	0.390	acre-feet																			
10-yr Runoff Volume (P1 = 1.08 in.) =	0.508	acre-feet																			
25-yr Runoff Volume (P1 = 1.41 in.) =	0.693	acre-feet																			
50-yr Runoff Volume (P1 = 1.69 in.) =	0.854	acre-feet																			
100-yr Runoff Volume (P1 = 1.98 in.) =	1.051	acre-feet																			
500-yr Runoff Volume (P1 = 2.73 in.) =	1.580	acre-feet																			
Approximate 2-yr Detention Volume =	0.260	acre-feet																			
Approximate 5-yr Detention Volume =	0.381	acre-feet																			
Approximate 10-yr Detention Volume =	0.498	acre-feet																			
Approximate 25-yr Detention Volume =	0.682	acre-feet																			
Approximate 50-yr Detention Volume =	0.798	acre-feet																			
Approximate 100-yr Detention Volume =	0.909	acre-feet																			
Define Zones and Basin Geometry																					
Select Zone 1 Storage Volume (Required) =	0.682	acre-feet	WQCV not provided! Total detention volume is less than 100-year volume.																		
Select Zone 2 Storage Volume (Optional) =		acre-feet																			
Select Zone 3 Storage Volume (Optional) =		acre-feet																			
Total Detention Basin Volume =	0.682	acre-feet																			
Initial Surcharge Volume (ISV) =	27	ft ³																			
Initial Surcharge Depth (ISD) =		ft																			
Total Available Detention Depth ($H_{(max)}$) =		ft																			
nominal MHFD-Detention V4-06.283R Basin		ft																			
Depth of Trickle Channel (H_{TC}) =		ft																			
		7/30/2023--12:33 PM																			

REVIEW SET 7/30/23

[illegible]

PREPARED FOR:
HARDER DIESSLIN DEVELOPMENT GROUP
130 W. 2ND STREET - SUITE 1
SALIDA, CO 81201
PHONE: 719-221-5000

PREPARED UNDER THE DIRECTION OF: _____ DATE _____

WILLIAM B. HUSSEY	CRABTREE	GROUP, INC.
L.C.E. NO. 56989	EXP. DATE	10/31/23

PREPARED BY:

 **CRABTREE
GROUP INC.**
ENGINEERING SMART GROWTH™

325 D STREET
SALIDA, CO 81201
PH: 719-539-1875

918 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

SEAL

DATE	BY	MARK
ENGINEER		

REVISIONS

APPR.	DATE
REVISION	AGENCY

CITY OF SALIDA

DESIGNED BY	BH, RP	APPROVED BY:	
DRAWN BY	BH, RP		
CHECKED BY	BH, TV	AGENCY HEAD	DATE
SCALE	1"=20'	BENCHMARK: CONTACT HENDERSON LAND SURVEYING - (719) 539-6166	
DATE	JUL. 2023		

ANGELVIEW LOT 5 MF
SALIDA, CO
CIVIL ENGINEERING PLANS
SITE PLAN
PHASING, STORMWATER DETENTION

SHEET NO.
2
OF **18** SHTS
PROJECT NO.
19032

Open Records Policy – EXHIBIT D

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: \$33.58

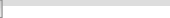
City Maps \$5/ black & white ink, paper 24" x 36"

\$10/colored ink, paper 24" x 36"

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 Mode	Task Name	Duration	Start	Finish	Predecessors	W	T	F	S	Dec 4, '22	S	M	T	W
1			Angel View Apartments- Infrastructure	219 days	Fri 9/15/23	Wed 7/17/24										
2			City Approval	1 day	Fri 9/15/23	Fri 9/15/23										
3			Domestic Water & Sanitary Sewer Submittals	10 days	Mon 9/18/23	Fri 9/29/23	2									
4			Domestic Water Material Procurement	5 days	Mon 10/2/23	Fri 10/6/23	3									
5			Sanitary Sewer/Manhole Procurement	20 days	Mon 10/2/23	Fri 10/27/23	3									
6			Clear & Grub	2 days	Mon 9/18/23	Tue 9/19/23	2									
7			Survey Control	2 days	Mon 9/18/23	Tue 9/19/23	6SS									
8			Overlot Grade	2 days	Wed 9/20/23	Thu 9/21/23	7									
9			Domestic Water MainWater Main	15 days	Mon 10/9/23	Fri 10/27/23	8,4									
10			Domestic Water Services	10 days	Mon 10/23/2	Fri 11/3/23	9FS-5 days									
11			Sanitary Sewer Main	15 days	Mon 11/6/23	Fri 11/24/23	10,5									
12			Sanitary Sewer Services	10 days	Mon 11/20/2	Fri 12/1/23	11FS-5 days									
13			Gas/Electric/Communication	20 days	Mon 12/4/23	Fri 12/29/23	12									
14			Foundations	25 days	Wed 9/20/23	Tue 10/24/23	7									
15			Vertical Structures	120 days	Wed 10/4/23	Tue 3/19/24	14FS-15 days									
16			Vertical Finishes	165 days	Wed 11/29/2	Tue 7/16/24	15FS-80 days									
17			Curb & Gutter Road Subgrade	10 days	Mon 2/5/24	Fri 2/16/24	13FS+25 days									
18			Curb & Gutter RoadPlacement	20 days	Mon 2/19/24	Fri 3/15/24	17									
19			SideWalks	15 days	Mon 3/18/24	Fri 4/5/24	18									
20			Curb & Gutter Parking	20 days	Wed 3/20/24	Tue 4/16/24	15									
21			SideWalks Parking	10 days	Wed 4/17/24	Tue 4/30/24	20									
22			Asphalt Grade	10 days	Wed 5/1/24	Tue 5/14/24	21									
23			Asphalt Roads/Parking	5 days	Wed 5/15/24	Tue 5/21/24	22									

Project: Angel view Apartments
Date: Tue 8/15/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Dec 4, '22							Item 8.
								W	T	F	S	S	M	T	W
24			Landscape	10 days	Wed 5/22/24	Tue 6/4/24	23,19								
25			Project CO	1 day	Wed 7/17/24	Wed 7/17/24	16,24								

Project: Angel view Apartments Date: Tue 8/15/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ANGELVIEW MINOR SUBDIVISION
 LOCATED IN THE
 NORTH 1/2 OF SECTION 6, T 49 N, R 9 E, N.M.P.M., CITY OF SALIDA
 CHAFFEE COUNTY, COLORADO
 SHEET 1 OF 2

VICINITY MAP
 NOT TO SCALE

Item 8.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT JAMES L. TREAT, BEING THE OWNER OF CERTAIN LAND IN THE CITY OF SALIDA CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A tract of land located within the North Half (1/2) of Section 6, Township 49 North, Range 9 East of the New Mexico Principal Meridian, and within the City of Salida, Chaffee County, Colorado, said tract being described as follows: Beginning at a point on the southerly boundary of Chaffee County Road No. 140 from where the North Quarter Corner of said Section 6 bears North 06°34'15" East 66.74 feet, said quarter corner is located 14.82 feet due South from a brass-capped witness corner; thence proceeding around the tract herein described South 88°55'04" East along the south boundary of said Chaffee County Road No. 140 a distance of 300.00 feet to the northwesterly corner of a parcel of land described in Book 421 of the Records of Chaffee County; thence South 12°05'04" East along the westerly boundary of the above-said parcel 421.64 feet to the northerly boundary of Chaffee County Road No. 120; thence along the said northerly boundary of said Chaffee County Road No. 120 the following courses and distances: First, South 70°56' West 200.00 feet; thence South 54°01' West 216.65 feet to the easterly corner of a parcel of land described in Book 345 at Page 360 of the Chaffee County Records; thence along the northerly boundary of the above-said parcel, first North 35°51' West 125.00 feet; thence South 54°01' West 200.00 feet; thence South 35°51' East 125.00 feet to a point on the said northerly boundary of Chaffee County Road No. 120; thence South 54°01' West along said northerly boundary 421.00 feet to the easterly corner of a parcel of land described in Book 356 at Page 476 of the Chaffee County Records; thence North 36°02' West 175.10 feet to the northerly corner of the above-said parcel; thence North 16°23'44" East along the City of Salida corporate boundary a distance of 622.36 feet to the southeast corner of a parcel of land described in Book 485 at Page 443 of the Chaffee County Records; thence North 01°04'51" East 96.4 feet to the southwest corner of a parcel of land described in Book 485 at Page 443 of the Records of Chaffee County; thence South 88°55'04" East 242.00 feet to the southeast corner of the above-described parcel; thence North 01°04'51" East 180.00 feet to the northeast corner of the above-described parcel located on the said southerly boundary of Chaffee County Road No. 140; thence South 88°55'04" East along said Chaffee County Road No. 140 southerly boundary 787.40 feet to the point of beginning, containing 17.5 Acres, more or less.

DOES HEREBY LAY-OUT, PLAT AND SUBDIVIDE THE ABOVE DESCRIBED PROPERTY INTO LOTS, A ROAD AND EASEMENTS, WITH BEARINGS AND DISTANCES AS SHOWN ON SHEET 2 CONTAINED HEREIN, TO BE KNOWN AS:

ANGELVIEW MINOR SUBDIVISION

LOCATED WITHIN THE
 N 1/2 OF SECTION 6, T 49 N, R 9 E, N.M.P.M., CITY OF SALIDA
 CHAFFEE COUNTY, COLORADO

AND DO HEREBY DEDICATE SHEPHERD ROAD TO THE CITY OF SALIDA AS PUBLIC ROAD, THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC ALL UTILITY EASEMENTS ON THE PROPERTY AS SHOWN AND DESCRIBED ON SHEET 2 CONTAINED HEREIN AND HEREBY FURTHER DEDICATES TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICES WITHIN THIS SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AS SHOWN ON THIS PLAT AND ALSO UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN ON SHEET 2.

CERTIFICATE OF STREET AND UTILITY MAINTENANCE:

PUBLIC NOTICE IS HEREBY GIVEN THAT NEITHER THE DEDICATED PUBLIC ROADS NOR THE PUBLIC UTILITIES SHOWN ON PLAT SHEET 2 WILL BE MAINTAINED BY THE CITY OF SALIDA UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE STREET AND UTILITIES IN ACCORDANCE WITH A SUBDIVISION AGREEMENT, IF ANY, AND THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE FILING OF THIS PLAT, AND APPROVAL OF THE CITY HAS BEEN ISSUED TO THAT EFFECT. WHEN THE CITY APPROVES A STREET OR UTILITY FOR MAINTENANCE, THE STREET OR UTILITY SHALL BECOME PUBLIC IN ALL SENSES OF THE WORD AND THE SUBDIVIDER HAS NO FURTHER OBLIGATIONS IN REGARDS TO THAT PARTICULAR STREET OF UTILITY.

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, JAMES L. TREAT HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THIS 15th DAY OF July, 2016.

James L. Treat
 JAMES L. TREAT
 STATE OF COLORADO 95
 COUNTY OF CHAFFEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS 15th DAY OF July, 2016.
 WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES 2-26-2017

NOTARY PUBLIC: Callan E. Gortner
 ADDRESS: P.O. Box 159, Catapani, CO 81223-0159

DEVELOPMENT NOTES:

- 1) Pursuant to section 16-6-120 (b), Parks, Trails and Open Space, of the Salida Municipal Code, as may be amended, neither land dedication nor fees-in-lieu have been paid for this subdivision. At the time that residential dwelling units are constructed on any of the lots herein, either by further subdivision or building permit approval, land dedication and/or fees-in-lieu for parks, trails and open space in the amount then in effect shall be payable to the City prior to issuance of building permits.
- 2) Pursuant to section 16-6-140, Fair Contributions for Public School Sites, as may be amended, a payment in lieu of land dedication for fair contributions for public school sites shall be paid by the owner of each lot within this subdivision prior to issuance of a building permit for any new residence on such lot.
- 3) At the time of development of Lot 5 the developer shall be responsible for the cost to design and install water lines built to then current City of Salida construction standards and specifications for the purpose of a looped connection between municipal waterlines located in County Roads 120 and 140.
- 4) At the time of development of Lot 5 the developer shall be responsible for the cost to design and install arterial roadway improvements built to then current City of Salida construction standards and specifications.

OWNER:
 JAMES L. TREAT
 225 W 5TH STREET
 SALIDA, CO 81201

SUBDIVIDER:
 HARDER-DIESSIN DEVELOPMENT GROUP
 103 W STREET
 SALIDA, CO 81201

LAND SURVEYOR:
 HENDERSON LAND SURVEYING CO., INC.
 208 W STREET
 SALIDA, CO 81201

CERTIFICATE OF TITLE INSURANCE COMPANY:

I, JAMES L. TREAT, A LICENSED TITLE INSURANCE EXAMINER REPRESENTING STEWART TITLE GUARANTY COMPANY IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY DEDICATED AND SHOWN ON THESE PLATS AND FOUND TITLE VESTED IN JAMES L. TREAT, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES.

James L. Treat
 JAMES L. TREAT

LAND SURVEYOR'S STATEMENT:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS PLAT WAS PREPARED BY ME AND UNDER MY DIRECT SUPERVISION AND IS BASED ON A MONUMENTED LAND SURVEY OF THE PROPERTY SHOWN AND DESCRIBED ON THESE PLATS, AS WELL AS THE NEW LOTS, THAT SAID SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE AND THAT SAID SURVEY AND PLAT ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 14th DAY OF June, A.D., 2016.



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

GENERAL LAND SURVEYOR'S NOTES:

- 1) PROPERTY DESCRIPTION AND RECORD EASEMENT RESEARCH BASED ON STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 2048520 ISSUED BY CHAFFEE TITLE & ESCRROW EFFECTIVE OCTOBER 26, 2015.
- 2) SEE SHEET 2 FOR ADDITIONAL NOTES.

PLANNING COMMISSION APPROVAL:

THIS PLAT IS APPROVED BY THE CITY OF SALIDA PLANNING COMMISSION THIS 15 DAY July, 2016.

B
 CHAIRMAN

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO AT 2:39 P.M. ON THIS 15th DAY OF July, A.D., 2016 UNDER RECEPTION NO. 428085

Patricia Trautnick (Deputy Recorder)
 CHAFFEE COUNTY CLERK & RECORDER

428085

428085 7:15 2016 2:39 PM PLAT Lot A Misdell
 Lot 2 180'x140' 180'x140' 180'x140' Chaffee County Clerk

SHEET 1 OF 2

REVISED SIGNATURE BLOCKS: 7/14/16 M.K.H.
 ADDED DEVELOPMENT NOTES: 8/13/16 M.K.H.

ANGELVIEW MINOR SUBDIVISION

IN THE NORTH 1/2 OF SECTION 6, T 49 N, R 9 E, N.M.P.M., CITY OF SALIDA, COLORADO	
CHAFFEE COUNTY	HENDERSON LAND SURVEYING CO., INC.
JOB NUMBER: J-25-191	DATE: 4/14/16
DPC FILE: J-10-048	
DRAWN BY: M.K.H.	
THIRD CHAD	
CHECKED: 4/14/16	
FILE BOOK: 5285, Page 1-30 OF 783	

SAL
 427 A

ANGELVIEW MINOR SUBDIVISION

LOCATED IN THE
NORTH 1/2 OF SECTION 6, T 49 N, R 9 E, N.M.
IN THE

CITY OF SALIDA
CHAFFEE COUNTY, COLORADO
SHEET 2 OF 2

Item 8.



GRAPHIC SCALE: 1 INCH = 60 FEET
DIRECTIONS ARE BASED ON THE BEARING S12°05'04"E BETWEEN RECOVERED
NEAR SURVEY MONUMENTS AT THE NE AND SE CORNERS OF PROPERTY AS
SHOWN AND DESCRIBED ON THIS PLAT.
CONTOUR INTERVAL = 2 FEET



GENERAL LAND SURVEYOR'S NOTES:
1) PROPERTY DESCRIPTION AND RECORD EASEMENT RESEARCH BASED ON STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 201820 ISSUED BY CHAFFEE TITLE & ESCROW, EFFECTIVE OCTOBER 26, 2015.
2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION ON THE LOCATIONS OF THE RECOVERED SURVEY MONUMENT SHOWN AND DESCRIBED ON THIS PLAT, AND ON THE RESULTS OF THIS SURVEY.
3) THE TIE BEARING (S6°04'16" FROM THE WITNESS CORNER CONTAINED IN BOOK 345 AT PAGE 360 APPEARS TO BE A TYPOGRAPHICAL ERROR, HOWEVER, THE PROPERTY DESCRIPTION CONTAINED IN SAID DEED DESCRIBED THE CORNERS OF THE PROPERTY BEING MARKED BY 5/8" REBAR WITH ONE INCH ALUMINUM CAPS, WHICH MONUMENTS OR THEIR REPLACEMENTS, CONTROL THE LOCATION OF SAID PROPERTY.
4) THE CORNERS OF THE TRACT CONVEYED IN BOOK 356 AT PAGE 978 ARE DESCRIBED AS BEING MARKED BY 5/8" REBAR WITH ONE INCH ALUMINUM CAPS, WHICH MONUMENTS CONTROL THE LOCATION OF SAID TRACT.
5) THE PROPERTY WAS ANNEXED TO THE CITY OF SALIDA BY ORDINANCE NUMBER HTB-1 RECORDED IN BOOK 414 AT PAGE 352 OF THE CHAFFEE COUNTY RECORDS.
6) THE LOCATIONS OF UNDERGROUND UTILITY LINES SHOWN HEREON ARE APPROXIMATE, AND THE LOCATION OF SAID LINES SHOULD BE VERIFIED BEFORE DIGGING.

ZONING:
THE PROPERTY IS ZONED R-3, HIGH DENSITY RESIDENTIAL. MINIMUM SETBACK REQUIREMENTS FOR THE R-3 ZONE ARE:
SIDE LOT LINE, PRIMARY BUILDING: 5 FEET.
SIDE LOT LINE, DETACHED ACCESSORY BUILDING: 3 FEET.
REAR LOT LINE, PRIMARY BUILDING: 20 FEET.
REAR LOT LINE, ACCESSORY BUILDING: 5 FEET.
FRONT LOT LINE, ALL BUILDINGS: 20 FEET.
MAXIMUM BUILDING HEIGHTS:
PRIMARY BUILDING: 35 FEET.
DETACHED ACCESSORY BUILDING: 25 FEET.
DENSITY: 2400 SQUARE FEET PER DWELLING UNIT.
MAXIMUM STRUCTURE LOT COVERAGE: 45%.

- LEGEND:**
- DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED 1775.
 - DENOTES A RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL PIPE STAMPED 1775.
 - DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 15 18117, UNLESS NOTED OTHERWISE.
 - DENOTES A RECOVERED 1/2" REBAR WITH A 1" PLASTIC CAP STAMPED "HOOP ON 34875".
 - DENOTES A 5/8" X 24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED 15 18117, SET FOR THIS SURVEY.
 - DENOTES CITY OF SALIDA BENCH MARK.
 - DENOTES APPROXIMATE LOCATION OF CITY OF SALIDA WATER LINES.
 - DENOTES APPROXIMATE LOCATION OF GAS LINES.
 - DENOTES APPROXIMATE LOCATION OF UNDERGROUND FIBER OPTIC LINES.
 - DENOTES APPROXIMATE LOCATION OF UNDERGROUND ELECTRIC LINES.
 - DENOTES OVERHEAD ELECTRIC LINES.
 - DENOTES OVERHEAD TELEPHONE LINES.
 - DENOTES A WATER SHUT-OFF VALVE.
 - DENOTES A FENCE.
 - DENOTES CITY OF SALIDA CORPORATION LINE.

SHEET 2 OF 2

ANGELVIEW MINOR SUBDIVISION
N1/2 OF SECTION 6, T 49 N, R 9 E, N.M.
CITY OF SALIDA

CHAFFEE COUNTY
BOOK 421 PAGE 75

HENDERSON LAND SURVEYORS, INC.
200 G STREET
SALIDA, CO 81069

DATE:
4/14/16

DRAWING NO.:
L-15-63

CHECKED:
JAN 10/16/16

DRAWN BY:
JAN 10/16/16

SCALE:
1" = 60'



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

Administration and Human Resources

- Finalized Performance Development and Management Program, Hiring and On-boarding checklists, Separation Checklist and Background Check Policy.
- Continue to update and improve communication tools, including the City Projects Page on the website.

Arts and Culture

- The exhibit that debuted in the Paquette Gallery featured the works from a collective of artists from last year's popular Valley Visions Art Show. These artists represented the Best in Show and Audience Award winners, and all were recognized at the reception held during the monthly Creative Mixer, which was attended by (30) people.
- The third of four First Fridays took place on August 4 in the heart of the Creative District with participation by many of the galleries and stores.
- The annual Jazz Festival was expanded to two days this year with a Friday evening performance by two groups at the SteamPlant preceding the Saturday schedule in Riverside Park with five musical acts taking to the stage. The two-day, free event was attended by (2,840) people.
- The Summer Concert Series in Riverside Park concluded with (2) concert dates during the month. These free concerts were attended by a total of (925) people.
- The SteamPlant and Scout Hut played host venues to many municipal, county, educational and non-profit groups, including Chaffee County Economic Development Corporation, Chaffee County DHS, Greater Colorado Venture Summit, Colorado Government Finance Officers Association, and Solvista. All total the LISTED events/meetings were attended throughout the month by (340).
- TOTAL GUESTS Attending (31) Events/Meetings for August = 5,737
 - Number of free arts and culture events/no admission = 9
 - Number of attendees at free events = 4,715
 - Number of events paying rental fees = 19
 - Number of entities using the facilities = 20
- The Arts & Culture department has submitted paperwork to the State to obtain a Festival Permit to assist KHEN with an upcoming fundraising event on 10/21 to be held at the SteamPlant. KHEN in turn would then secure a city of Salida multi-vendor permit as well for this same event.
- The Public Art Commission has completed the Call for Artists process for artist installation to be placed at the Monarch Spur Trail across from the downtown skate park at Hwy 291. The public process included an open call that was available for 6+ weeks and garnered (37) applications. All applications and finalist selection process were conducted during several public meetings and culminated in the selection of a work from Ed Haddaway following the Finalists Presentations in mid-August. The all-in \$60,000 allotted to the artist for the commissioned piece is part of the 2023 Public Art Commission budget line item. Pending final review of site application for the installation a Professional Services Contract will be executed with the artist.

City Clerk

- Deputy Clerk/Court Clerk Sara Law received her International Institute of Municipal Clerks, Municipal Clerk Certification.
- Preparing for September Court. There are a total of 71 cases and 58 persons scheduled.
- Held a training with Department Heads on the new, efficient, clear way to file all agreements for the City. Within the last two weeks have filed 44 contracts and updated the spreadsheet that includes the State Record Retention Number.
- Verified Final Signature Sufficiency, notified candidates.



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

- Preparing for a "Candidate 101" class for early October.
- Finalized and sent the County Clerk the following:
 - The Ballot Order and Content
 - Candidate Race Worksheet for each open elected position
 - Hosted a Lot Drawing to determine candidate placement on the ballot
 - Ballot Measure Worksheet for the Citizen's Initiative
- Little Red Hen received their new Tavern City and State Liquor License.
- Casa Calaca applied for and received their Takeout Liquor License.
- Processed 13 Records Request in August. As of September 14, processed 9.
- Processed 15 amplified sound permits out of a total of 89 issued this year.

Community Development

- Planning Technician Hire: Following Franco's departure in mid-August, we conducted a search to fill the Planning Technician position. John Armstrong accepted our offer and is slated to begin on Wednesday, Sept. 20th. John comes with a background in construction, project management, and customer service/sales. His people skills will be extremely valuable to our team. We are excited to have John on board and hope to do an introduction soon.
- Building Permits: I know we've been saying this for a while now, but things continue to be quite busy on the building permit side of things—record-setting, in fact. As of September 14th, we've seen 191 total building permits YTD, inc. 121 new residential units. At the same time last year, we had reviewed 138 total permits, inc. 64 new residential units. In 2021, we had reviewed 177 total permits, inc. 143 new residential units. We may see even more building permits in the last quarter of the year as folks attempt to get out in front of the new model building and energy codes anticipated to be adopted at the beginning of 2024.
- South Ark Neighborhood Master Plan: Studio Seed presented the preferred alternative site plan (with 2 location options for the civic/educational uses) to the public at a meeting at the SteamPlant on August 30th. Approximately 70 people attended the event and provided additional feedback. Overall, the response was quite positive, and the crowd that was there preferred the option that maximized housing (and put the civic/ed use a bit further to the east) approximately 2-to-1. Studio Seed is now busy putting together an application for a modification to the existing Planned Development to match the preferred site plan. This is anticipated to be brought to Planning Commission in October and likely to City Council beginning in November. Conversations continue with potential civic and educational partners, especially as we gear up to pursue funding for installing future infrastructure on the site through a variety of grants that are or will be available through the state very soon, including the Strong Communities grant, which we will know if we will be invited to apply for in the next couple of weeks (up to \$4 million grant possible).
- 1st and D Project: Following the removal of the buildings at 1st and D in late August, staff and Artspace worked quickly to select an architect for the future use of the site. At the beginning of September, Artspace entered into a contract with Cushing Terrell, with offices out of Denver. We have already had one meeting with them to set expectations on providing some conceptual designs to be able to get out in front of the public in the coming months. We are on schedule to have final designs by next spring 2024, with construction beginning towards the end of 2024/beginning of 2025.
- Land Use Code update: Staff is finishing up final review of Installment 2 of the Land Use Code update (districts, dimensional standards, and uses, etc.) and beginning review of Installment 3 (design standards). This new installment with made public for review and feedback in the next couple of months prior to a consolidated draft code being created. Conversations with the Land Use Code Advisory Committee and Planning Commission will continue through the summer. This information will also be made available on the City's Community Development



STAFF REPORTS

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

webpage. Unfortunately, between the departure of staff, focus on the South Ark Neighborhood process and other projects, this has once again languished. Our hope is to jump fully back into it later this month.

- Salida Crossings: Site work has begun, including on-site utilities, foundation prep, etc. in anticipation of building permits being issued in the coming weeks—first for the 20 townhomes and then for the first mixed-use building. An administrative variance was recently approved for a few very minor changes to the site plan and the conversion of 3BD condo units to 2BD and 1BD units, otherwise the plan remains almost exactly the same as approved in December. The developers are still awaiting CDOT approval for work in the right-of-way (CDOT is very behind on issuing approvals), but that work is anticipated this fall, as well. Activity on the site should increase over the coming months.

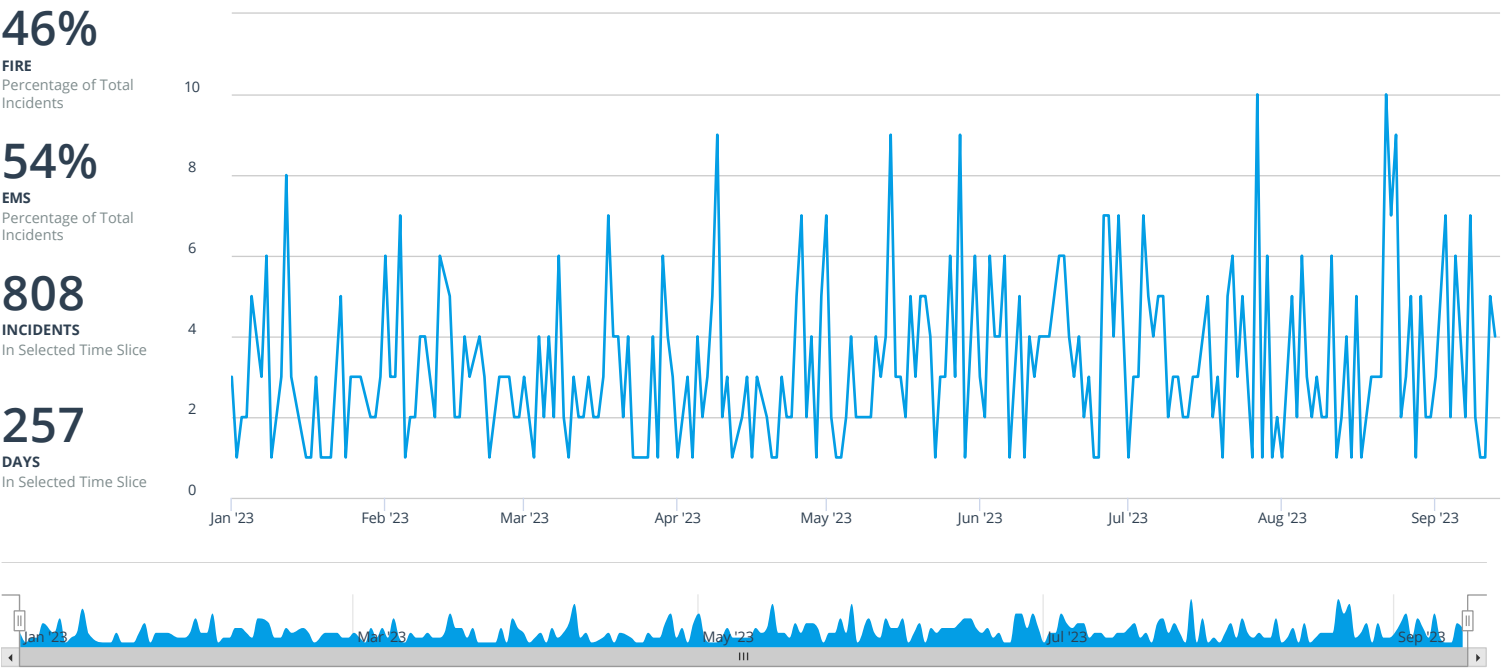
Fire

- Annual ground ladder and aerial third-party testing has been completed.
- Assistant Chief Rohrich and I attended the Parent Security Training night at the high school.
- The current call volume for the year is 808 incident responses, which is up 7% over last year. See attached for details.
- We received the blueprints for the new firehouse on September 13th. It has been a lot of work the last 14 months getting to this milestone.

Current Year ▾

Jan 1, 2023 - Sep 14, 2023 ▾

Item 9.



Jan '23

Mar '23

May '23

Jul '23

Sep '23

Counts % Rows % Columns % All

	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Total
(11) Structure Fire	1	1	1					1						4
(12) Fire in mobile property used as a fixed structure							1							1
(13) Mobile property (vehicle) fire	2			1	1			1	2					7
(14) Natural vegetation fire			1	1										2
(15) Outside rubbish fire	1		1		1		1	1						5
(31) Medical assist	10	12	19	17	11	14	12	20	6					121
(32) Emergency medical service (EMS) incident	28	32	37	25	42	46	39	38	20					307
(34) Search for lost person						1								1
(35) Extrication, rescue		1												1
(36) Water or ice-related rescue						1	4							5
(38) Rescue or EMS standby		2	2		3									7
(41) Combustible/f... spills & leaks	2	6		2	1	5	2	1						19
(42) Chemical release, reaction, or toxic condition			1	1	3									5
(44) Electrical wiring/equipm. problem				3	2	1	2	1						9
(46) Accident, potential accident			1			2		2						5

	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Total
(52) Water problem	1													Item 9.
(54) Animal problem or rescue						1								1
(55) Public service assistance	16	10	6	18	10	21	23	19	10					133
(56) Unauthorized burning		1		1			2							4
(61) Dispatched and canceled en route	4	6	7	6	13	7	8	8	5					64
(62) Wrong location, no emergency found	2	5	4		8	8	6	7	2					42
(63) Controlled burning						1	1		1					3
(65) Steam, other gas mistaken for smoke	2	1	1	1	1	1	4							11
(66) EMS call where party has been transported									1					1
(67) HazMat release investigation w/no HazMat			1			1								2
(70) False alarm and false call, other					1									1
(71) Malicious, mischievous false alarm				1										1
(73) System or detector malfunction		1	1	1	2	4	1		2					12
(74) Unintentional system/detect... operation (no fire)	3	1	4	2	8	4	2	6						30
(91) Citizen complaint		1						1						2
UNK							1							1
Total	72	80	87	80	107	118	109	106	49					808

Public Works Department Report

September 2023

Planning/Engineering/Construction

➤ Planning and Construction

General

- Staff assistance with preparation of 2024 budget request items

Streets

- Oak Street Reconstruction and US-50 SRTS (now anticipated to be 2024)
 - CDOT sent out Access notice letters to citizens and a number of comments have been received.
 - CDOT provided final geotech comments for plan updates.
- Poncha Blvd
 - Paving from Crestone to Pitkin/7th completed along with Striping
 - Water services completed on Phase 2 and concrete sidewalk along with curb has been initiated.
- 2023 Concrete Maintenance
 - Punchlist items remain.
- 2022 Street Reconstruction
 - Punchlist items remain

Utilities

- Pasquale WTP Project
 - Generator is the only item yet to be completed.
- Poncha Trunk line: Design complete

➤ Other CIP Items:

- Caboose restoration in progress
- Multi-use office space addition underway

Operations

➤ Streets

- Thermoplastic installation – crosswalks, sharrows, and other markings
- Drainage improvements near E St. and 13th as well as near McDonalds were completed.
- Sign and pole replacements, and other routine work

➤ Utilities

Field Utilities

- Smart meter upgrades (see 2022 Annual Report)
- Jetting and camera inspection of wastewater lines for 2023 underway
 - 2023 work area is 1/3 of system: Salida west of F St.

Water Treatment

- Routine items
- Involvement with WTP Pasquale Improvement Project settings underway

Wastewater Treatment

- Routine items