



REGULAR MEETING OF THE CITY COUNCIL
AND THE LOCAL LICENSING AUTHORITY
AND THE WATER AND WASTEWATER ENTERPRISE BOARD

448 E. 1st Street, Room 190
Salida, Colorado 81201
Tuesday, March 3, 2020 - 6:00 p.m.
AGENDA

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call
2. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – February 18, 2020
 - c. Approval of Chamber of Commerce Special Event Liquor License
 - d. Approval of 2020 Street Reconstruction Project
 - e. Approval of Engineering Agreement – Harriet Alexander Field
 - f. Approval of Engineering Agreement – Harriet Alexander Field – Zoning Overlay
3. Citizen Comment – 3 minute time limit
4. Proclamations
 - a. A Proclamation In Honor of the 100th Anniversary of the League of Women Voters of the United States
5. Unfinished Business / Action Items
 - a. Ordinance 2020-04 An Ordinance of the City Council for the City of Salida, Colorado, Amending Chapter 2 of the Salida Municipal Code Concerning the Outdated Requirement for Personal Surety and Performance Bonds, Second Reading and Public Hearing
6. New Business / Action Items
 - a. Resolution 2020-09 A Resolution of the City Council of the City of Salida, Colorado, Approving Citizen Appointments to the Planning Commission Pursuant to Section 2-7-10 of the Salida Municipal Code

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.

- b. Resolution 2020-10 A Resolution of the City Council for the City of Salida, Colorado, Adopting a Civility Invocation
 - c. Request for Funding – Greater Arkansas River Nature Association (GARNA) – Recycling Resources Economic Opportunity (RREO) Fund Grant Application
 - d. Ordinance 2020-05 An Ordinance of the City Council of the City of Salida, Colorado, Vacating a Portion of Right of Way Located along East 6th and Teller Streets, First Reading (Community Development)
 - e. Ordinance 2020-06 An Ordinance of the City Council for the City of Salida, Colorado Amending Chapter 2 of the Salida Municipal Code Concerning Membership on the Planning Commission and Board of Appeals, First Reading (Administration)
7. Water and Wastewater Enterprise Board
- a. Agency Review – Annexation Request – Moltz Property, Poncha Springs
8. Councilors, Mayor and City Treasurer Reports
- Councilors Pollock, Shore, Templeton, Critelli, Pappenfort, and Kasper
 - Mayor Wood
 - Treasurer Bergin
 - Retreat Agenda
9. Adjourn

[SEAL]

City Clerk / Deputy City Clerk

Mayor P.T. Wood



REGULAR MEETING OF THE CITY COUNCIL
 448 E. 1st Street, Room 190
 Salida, Colorado 81201
 Tuesday, February 18, 2020 – 6:00 p.m.
MINUTES

1. Call to Order
 - Pledge of Allegiance – Led by Mayor P.T. Wood
 - Roll Call – Councilmembers Justin Critelli, Harald Kasper, Alisa Pappenfort, Mike Pollock, Jane Templeton, Mayor Pro-Tem Dan Shore, and Mayor P.T. Wood were present.
2. Consent Agenda
 - Approval of Agenda
 - Approval of Meeting Minutes – February 4, 2020
 - Approval of Ark Aces Rafting Team Special Event Liquor License
 - Approval of Three Ehlers Project Disclosures: Financial Management, Sewer and Water and Poncha Springs Interceptor Projects
 - Approval of Contract with BBC Consulting and Research for Market Analysis of the Salida Hot Springs Aquatic Center and Outdoor Soaking Pools

Kasper made a motion to combine and approve the items on the consent agenda. Seconded by Pappenfort. With all in favor, THE MOTION PASSED.

3. Citizen Comment
 - Dominique Naccarato of GARNA requested that the City Council provide a letter of support for the Rural Recycling and Opportunities Grant and contribute \$5,000 as matching funds.
4. Unfinished Business / Action Items
5. Liquor Licensing Authority
6. New Business / Action Items
 - Ordinance 2020-04 An Ordinance of the City Council for the City of Salida, Colorado, Amending Chapter 2 of the Salida Municipal Code Concerning the Outdated Requirement for Personal Surety and Performance Bonds

Finance Director Aimee Tihonovich stated the requirement for personal surety and performance bonds is outdated, and that legislation was passed in

2018 allowing municipalities to cover employees under their liability insurance's crime coverage. Tihonovich recommended the update. Mayor Pro Tem Shore motioned to approve Ordinance 2020-04 on first reading and set a second reading and public hearing for March 3, 2020, followed by a second and a roll call vote. Critelli seconded, with all in favor, THE MOTION PASSED.

- Resolution 2020-07 Approving a Subdivision Improvement Agreement for River Ridge

Community Development Director Glen Van Nimwegen stated the agreement would guarantee public improvements will be built to our standards and maintained by the developer and would later be dedicated to the city to be maintained. The developer will extend a water line down Scott Street, allowing for a reimbursement agreement, and finally, would address inclusionary housing. Mayor Pro Tem Shore motioned to approve Resolution 2020-07 with the following changes, the described "Property" will not include the Outlot consisting of approximately 2.54 acres; and Exhibit B will be amended to include additional sewer lines which will raise total public improvement costs to approximately \$1,340,630 from \$1,135,428.18; and Paragraph 5.7 will reflect the above changed improvements costs and increase the Performance Guarantee to \$1,675,787.50, and will revise improvement plans as recommended by Public Works Department prior to recording plat or agreement. Pappenfort seconded, with all in favor, THE MOTION PASSED.

- Resolution 2020-08 Approving the PROST Master Plan

Parks and Recreation Director Diesel Post recommended the City Council approve the resolution and to adopt the 2020 City of Salida PROST Master Plan. Critelli motioned to approve Resolution 2020-08 and adopt the 2020 City of Salida PROST Master Plan. Templeton seconded, with all in favor, THE MOTION PASSED.

7. Councilors, Mayor, and City Treasurer Reports
 - Pollock inquired whether a Planning Commission member may be employed by the pool.
 - Shore advised he would like to bring back the Civility Invocation by resolution.
 - Templeton had nothing to report.
 - Critelli had nothing to report.
 - Kasper had nothing to report.
 - Mayor Wood
 - Congratulated the Spartan Swimmers on their league title.
 - Relayed that they were wrapping up site visits for community grants.
 - Council discussed the letter of support requested by GARNA for the Rural Recycling and Opportunities Grant and possible \$5,000 contribution as matching funds.

Kasper made a motion to send a letter of support and direct staff to bring forward a funding request. Mayor Pro Tem Shore seconded, with all in favor, THE MOTION PASSED.

- Treasurer Bergin
 - o Stated sales tax was up 12.6% higher than last year, exceeding budget projections by roughly \$795,000.
 - o Stated revenue was roughly \$220,000 over budget.

8. Staff Reports

- City Administrator Nelson
 - o Will continue to reach out to find other dates that will work for the retreat.

9. Executive Session

- Executive Session for the Purpose of Discussing the Purchase, Acquisition, Lease, Transfer, or Sale of Real, Personal or Other Property Interest under C.R.S. Section 24-6-402(4)(a)

Mayor Pro Tem Shore made a motion to go into Executive Session at 6:43 p.m. Templeton seconded, with all in favor THE MOTION PASSED. Executive Session concluded at 7:04 p.m.

Pappenfort made a motion to direct staff to enter into negotiations around the Mehos property. Critelli seconded, with all in favor, THE MOTION PASSED.

10. Adjourn – Meeting adjourned at 7:05 p.m.

[SEAL]

City Clerk

Mayor P.T. Wood

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Heart of the Rockies Chamber of Commerce	State Sales Tax Number (Required) 84-0312015
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 406 W. Highway 50 Salida, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) PB&T 910 E Rainbow Blvd Salida, CO 81201
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4. Authorized Representative of Qualifying Organization or Political Candidate Lori Roberts	Date of Birth 10/19/62	Phone Number 719-221-3366
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
438 W 1st St Salida Co 81201

5. Event Manager Lori Roberts	Date of Birth 10/19/62	Phone Number 719-221-3366
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Event Manager Home Address (Street, City, State, ZIP) 438 W 1st St Salida Co 81201	Email Address of Event Manager lori@salidachamber.org
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
Sept. 9, 2020				
Hours From 5p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 7p.m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Lori Roberts</i>	Title Executive Director	Date 2/10/2020
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

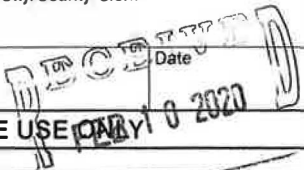
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title
-----------	-------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information		
License Account Number	Liability Date	State
		-750 (999) \$



Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

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|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Heart of the Rockies Chamber of Commerce	State Sales Tax Number (Required) 84-0312015
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 406 W. Highway 50 Salida, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) Mountain Mail 125 E. 2nd Street Salida, CO 81201
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4. Authorized Representative of Qualifying Organization or Political Candidate Lori Roberts	Date of Birth 10/19/62	Phone Number 719-221-3366
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Authorized Representative's Mailing Address (if different than address provided in Question 2)
[REDACTED]

5. Event Manager Lori Roberts	Date of Birth 10/19/62	Phone Number 719-221-3366
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Event Manager Home Address (Street, City, State, ZIP) 406 W. 1st St., Salida CO 81201	Email Address of Event Manager lori@salidachamber.org
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date
June 3, 2020 Hours From 5p.m. To 7p.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title Executive Director	Date 2/10/2020
---------------	------------------------------------	--------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

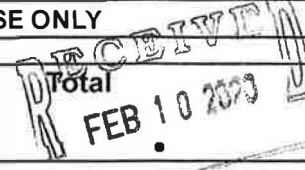
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
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License Account Number	Liability Date	State	
		-750 (999)	\$



By _____

Application for a Special Events Permit

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1. Name of Applicant Organization or Political Candidate Heart of the Rockies Chamber of Commerce	State Sales Tax Number (Required) 84-0312015
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 406 W. Highway 50 Salida, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) Fun Street Family Arcade 243 F Street Salida, CO 81201
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4. Authorized Representative of Qualifying Organization or Political Candidate Lori Roberts	Date of Birth [REDACTED]	Phone Number 719-221-3366
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
 [REDACTED]

5. Event Manager Lori Roberts	Date of Birth [REDACTED]	Phone Number 719-221-3366
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Event Manager Home Address (Street, City, State, ZIP) [REDACTED]	Email Address of Event Manager lori@salidachamber.org
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	
March 11, 2020																				

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Lori Roberts</i>	Title Executive Director	Date 2/10/2020
----------------------------------	------------------------------------	--------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

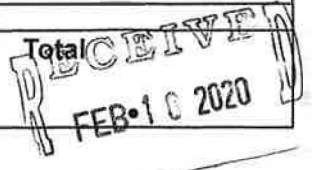
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) CITY OF SALIDA	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk 719-530-2611
Signature <i>[Signature]</i>	Title City Administrator	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information		
License Account Number	Liability Date	State
		-750 (999) \$

(Instructions on Reverse Side)



By _____

Application for a Special Events Permit

Departmental Use Only

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2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Heart of the Rockies Chamber of Commerce	State Sales Tax Number (Required) 84-0312015
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 406 W. Highway 50 Salida, CO 81201	3. Address of Place to Have Special Event (include street, city/town and ZIP) Salida Auto Sales 7420 W. US Hwy 50 Salida, CO 81201
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4. Authorized Representative of Qualifying Organization or Political Candidate Lori Roberts	Date of Birth 10/19/63	Phone Number 719-221-3366
---	----------------------------------	-------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
406 W. Highway 50, Salida, CO 81201

5. Event Manager Lori Roberts	Date of Birth 10/19/63	Phone Number 719-221-3366
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Event Manager Home Address (Street, City, State, ZIP) 406 W. Highway 50, Salida, CO 81201	Email Address of Event Manager lori@salidachamber.org
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--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
July 8, 2020			5p.m.				7p.m.								

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title Executive Director	Date 2/10/2020
---------------	------------------------------------	--------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

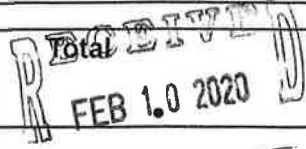
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information		
License Account Number	Liability Date	State
		-750 (999) \$



By _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 2.d.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Council Action - Approve 2020 Street Reconstruction Project, Project No. 2020-001
Consent Agenda

BACKGROUND:

Street reconstruction projects planned for 2020 consisted of Blake Street (Park Ave. to US-50) and G Street (Sackett Ave. to 1st St.). Additional work is anticipated to be bid out later in 2020 depending on bid results from this project and budget availability. The condition of the streets warranted complete reconstruction of the driving surface and drainage improvements. In addition to surface improvements, aging water line replacements were included in the Blake Street project.

G Street improvements from Sackett Ave. to 1st Street were originally reviewed with Council on May 6, 2019. The proposed improvements will provide increased parking capacity, improved pedestrian facilities, and address aging infrastructure. Staff is currently working with CDOT regarding additional improvements at the SH-291 intersections of G Street., I Street, and at the Monarch Spur Trail crossing with cost recovery from CDOT. This work is proposed at a later date, either fall of 2020 or 2021 once the IGA is finalized and the project bidding is completed. A general concept of the improvements is shown on the attached site plan.

Bids were received on February 27, 2020 as follows.

Bidder	Blake St.	G St.	Total
Avalanche Excavation	\$1,117,818.00	\$160,618.10	\$1,278,436.10
Pridemore Construction	\$787,344.99	\$127,214.00	\$914,558.99
Y&K Excavation	\$1,065,264.50	\$161,567.00	\$1,226,831.50

Total Budget Calculation (Low Bidder)

	2020 Street Reconstruction (1)	Soft Costs (2)	Project Total Budget (1+2)
STREET CONSTRUCTION	\$558,115.79	\$39,068.11	\$597,183.90
WATER CONSTRUCTION	\$342,927.90	\$24,004.95	\$366,932.85
SEWER CONSTRUCTION	\$13,515.30	\$946.07	\$14,461.37
TOTAL	(BASE BID) \$914,558.99	\$64,019.13	\$978,578.12

(2) Soft costs ~ 2.0% QA/QC and +/- 5% Minor Contract Revisions



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 2.d.	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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FISCAL NOTE:

This project is within the approved budget for the 2020 line items:

- \$850,000 Street Rehabilitation (31-30-6020-3)
- \$400,000 Water Line Replacements (20-30-6019-3)
- \$75,000 Infrastructure Upgrades and Replacements (21-30-6019-3)

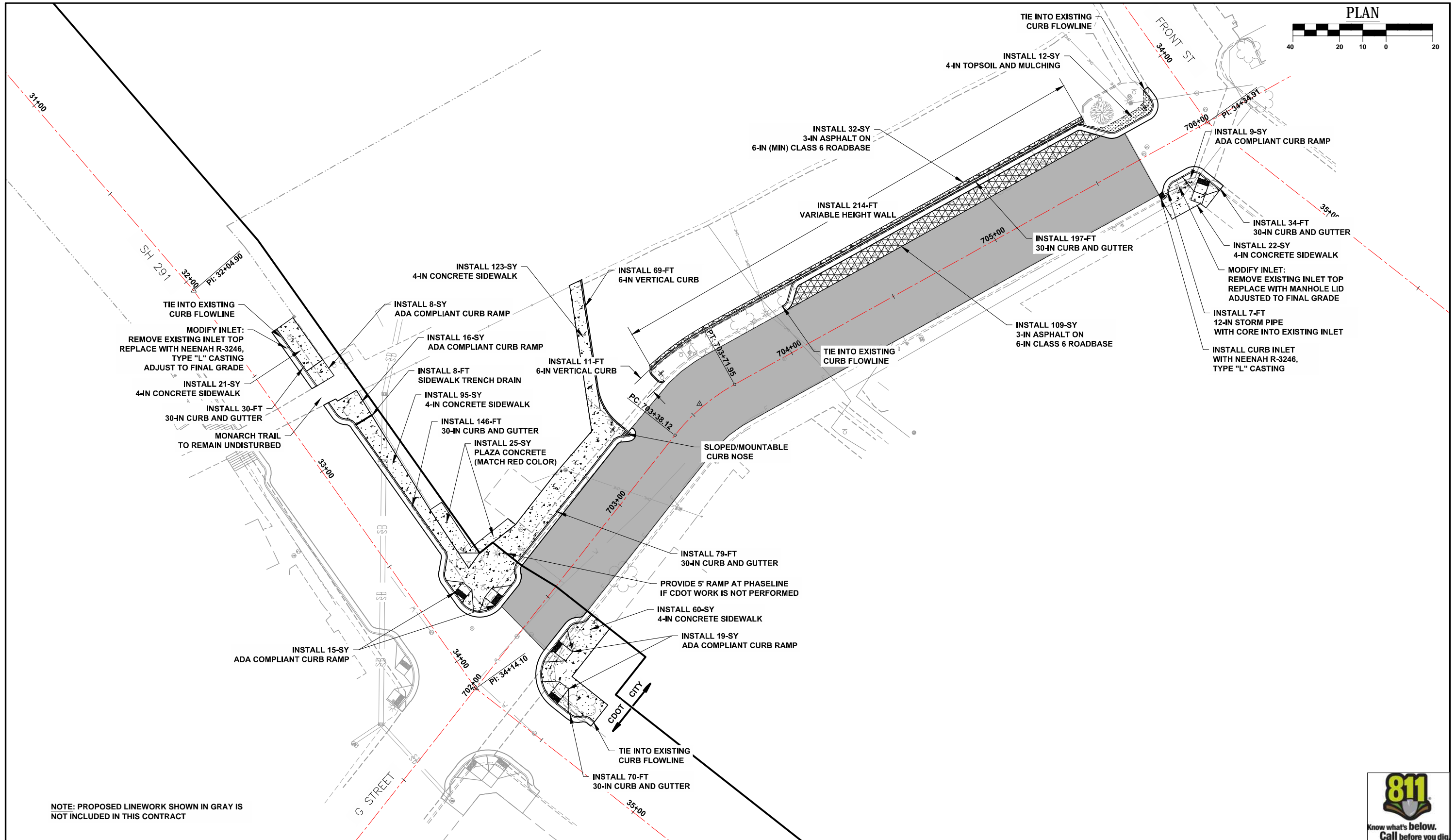
STAFF RECOMMENDATION:

Award a construction contract for the 2020 Street Reconstruction Project and authorizing the City Administrator to enter into a Construction Agreement between the City and Pridemore Construction, Inc. in the amount of \$914,588.99 with a total project budget of \$978,578.12.

SUGGESTED MOTIONS:

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

Followed by a second and then a voice vote.



Print Date: 1/24/2020
 File Name: G STREET IMPROVEMENTS
 Horizontal Scale: 1" = 20'
 Prepared By: Short Elliott Hendrickson, Inc.
 934 Main Avenue, Unit C
 Durango, Colorado 81301
 Phone: (970) 385-4546
 Fax: (970) 385-4502

Sheet Revisions		
Date	Comments	Init.



Department of Public Works
 PO BOX 417
 Salida, Colorado 81201
 Phone: (719) 539-6257

No Revisions:
Revised:
Void:

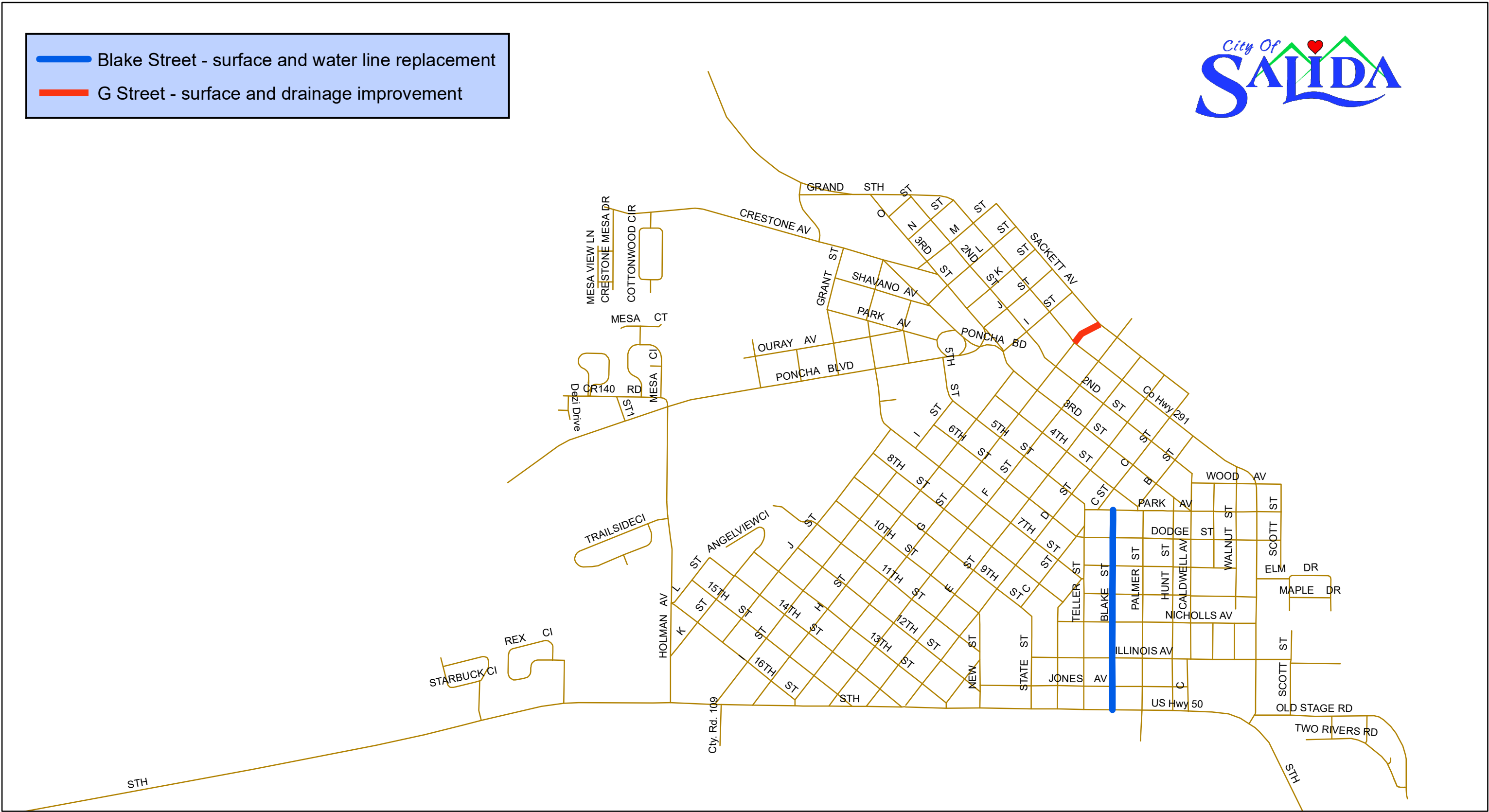
SITE PLAN	
Checked: JH	Structure Numbers
Designer: AM	
Sheet Subset:	Subset Sheets:

Project No./Permit

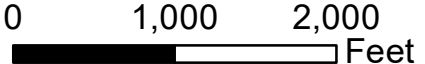
 Sheet Number 8



— Blake Street - surface and water line replacement
— G Street - surface and drainage improvement



2020 Street Reconstruction Project No. 2020-001





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. Consent Agenda – 2.e.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Approval of Engineering Agreement – Harriet Alexander Field

BACKGROUND:

The City of Salida, in conjunction with Chaffee County, has been working on rehabilitation of the taxiway at Harriet Alexander Field through the Airport Board. The attached contract would engage the services of Dibble Engineering to complete the engineering and design work necessary to move forward on this important project. The vast majority of the costs are borne by the FAA for the cost of design, however, the City's split of the 5% local match with Chaffee County would equate to 2.5% of the total project.

FISCAL NOTE:

The City's half of the 5% local match will be \$13,531.50, which was accommodated in the Airport's 2020 budget request that was approved by the City Council.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the contract agreement with Dibble Engineering for the taxiway rehabilitation project.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the Consent Agenda, followed by a second and a roll call vote.

From: dtom@chaffeeconomy.org
To: "Drew Nelson"
Cc: "Bob Christiansen"
Subject: FW: New Contract
Date: Monday, February 10, 2020 3:13:29 PM
Attachments: [ANK TW A & Apron Rehab - Draft Dibble Contract 2.4.20.pdf](#)
[ANK TW A Rehab - Cost Estimate.pdf](#)
[ANK TW A Rehab - Project Exhibit.pdf](#)

Drew,

This is a contract for runway/apron rehab at the airport. I cut and paste the last email from Jared at Dibble describing the project, which is below. I've attached the contract and cost estimate and project exhibit for the City's review. I would like to get this set on the Board's agenda ASAP so if you could get any comments/concerns to me by the end of the week that would be much appreciated. If you have any questions please contact Bob or I. Thank you.

Best,

Daniel

Hi Bob,

Thanks for getting back so quickly! We will work on a contract specific to this project that will cover Design, Bid, and Construction Phase services for the TW A and Apron Rehab project. I will use the On-Call contract as a starting point so that it incorporates everything we went through for the overall On-Call Contract.

I've attached the project exhibit and proposed total project estimate for your reference. The \$193,559 will cover all engineering services for Design, Bid, and Construction Phase services. Here is a quick **estimated** summary of breakout of costs:

- FAA share (90%) = \$481,259
- CDOT share (5%) = \$27,063
- County (LHX) share (5%) = \$27,063
- **Estimated Total Cost = \$541,259**

The grant will be anticipated around May/June 2020. We would seek reimbursement for the Design and Bid Phase services once the grant is received and accepted by the county.

Please let me know if you have any more questions – We'll start working on putting together the project contract for your review.

Thanks,

Jared Bass, PE

Vice President – Sr. Project Manager

Dibble Engineering

T 303.872.5756 | M 805.815.2160

jared.bass@dibblecorp.com

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This message has been scanned for viruses and dangerous content by [MailScanner](#), and is believed to be clean.

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

**Harriet Alexander Field – Salida Airport On-Call Contract
Task 01 – Taxiway A and Commercial Apron Rehabilitation**

This Agreement, entered into as of this **th** day of , 2020, by and between:

CITY OF SALIDA and CHAFFEE COUNTY

hereinafter also referred to as the
Sponsor

Harriet Alexander Field - Salida Airport

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

hereinafter also referred to
as the **Sponsor**

AND:

DIBBLE ENGINEERING

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

hereinafter also referred to
as the **Consultant**

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

The Sponsor and Consultant hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

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

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, and other Sponsoring agencies such as the Federal Aviation

Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics Division, the services generally outlined below and as fully detailed in Exhibit A: *Dibble Task 01: Taxiway A & Apron Rehabilitation Engineering Scope and Fee Proposal* attached hereto. The Consultant is authorized to utilize the services of independent contractors, subconsultants, and subcontractors, when such services are warranted and agreed upon by the Sponsor.

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

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

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

give all notices required by law, ordinance or regulation.

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

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

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

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

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

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

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

- (a) Compensation for services authorized by the Sponsor for this Task shall be based on the hours and rates contained the proposal provided in **Exhibit A**, after FAA has provided concurrence. Hourly rates are based on the established Master Contract billing rate for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the Sponsor beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to,

transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the Sponsor. For reimbursable travel expenses under a federal grant, the expenses will comply with the federal travel policy rates.

2.2 **Method of Payment.** The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that he has performed the services and is entitled to the amount requisitioned under the terms of this Agreement, and after the FAA Grant for design and construction of this Task 01 Project has been received and accepted by the County.

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

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

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

Chaffee County Administrator
PO Box 699
Salida, CO 81201.

2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices thirty (30) days after the FAA Grant for design and construction of this Task 01 Project has been received and accepted by the County. At no time will payment of requisitions exceed thirty (30) days from the date of Sponsor's receipt of the invoice without notification to the Consultant, however, for services eligible for federal funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at such time as the necessary funds are received by the Sponsor pursuant to federal grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Consulting costs for no more than sixty (60) days to minimize interest overheads. It is also expressly understood that the Sponsor has the right to withhold payment on any invoice if Sponsor feels that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, the Sponsor must provide written notifications and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date or receipt by the Consultant of the

notification of change. Consultant acknowledges that any work it performs beyond that specifically authorized by Sponsor is performed at Consultant's risk and without authorization under this Contract. Sponsor shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

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

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

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

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

ARTICLE 5 - ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE SIX - SUSPENSION OF WORK

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

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

ARTICLE SEVEN - INSURANCE

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

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

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

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

ARTICLE EIGHT – STANDARD OF CARE AND INDEMNIFICATION

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

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

ARTICLE NINE - INTERESTS AND BENEFITS

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

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

ARTICLE TEN - ASSIGNMENT

The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto: provided, however, that claims for money due

or to become due to the Consultant from the Sponsor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Sponsor.

ARTICLE ELEVEN - MISCELLANEOUS

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

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

11.3 Work By Illegal Aliens Prohibited.

- a. Consultant shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor who fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- b. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or Department Program.
- c. Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Contract is in effect.
- d. If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Consultant shall be required to:
 - i. notify the subcontractor and Sponsor within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien (“Notice”); and
 - ii. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- f. If Consultant violates this Paragraph, Sponsor may terminate this Contract for breach of contract. If this Contract is so terminated, Consultant shall be liable for actual and consequential damages to County arising out of said violation.

- 11.4 **Certification Regarding Employing or Contracting with an Illegal Alien.** If Consultant has any employees or subcontractors, Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under the Contract.
- 11.5 **Prohibition on Acceptance of Gifts.** Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:
- a. the aggregate value of things received from a single source does not exceed \$59/calendar year;
or
 - b. the County employee/elected official gave the donor consideration of equal or greater value;
or
 - c. an enumerated exception applies.
- 11.6 **Statutory and Regulatory Requirements.** This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:
- a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
 - b. Consultant shall comply with all requirement of 23 CFR Part 172 and 23 CFR 172.5 and with any procedures implementing those requirements as provided by the State of Colorado (the “State”)
 - c. Contractor shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- 11.7 **Priority of Provisions.** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
- 1st: This Contract unless otherwise provided for in a subsequent agreement
 - 2nd: Request for Proposal (if applicable)
 - 3rd: Insurance Requirements
 - 4th: Exhibit A - Scope of Services and details of Consultant’s Fees
 - 5th: Response to Request for Proposal
- 11.8 **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- 11.9 **Survival.** All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.

11.10 **Waiver.** Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

11.11 **Third Party Beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to Sponsor and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person, except the State of Colorado, the FAA and any other applicable state or federal regulatory agency. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

11.12 **Authority.** Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.

11.13 **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

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

FOR THE Consultant

FOR THE Sponsor

Dibble Engineering

City of Salida

By: _____
Jared Bass, PE
Vice President

By: _____
Name

Date: _____

Title

Date: _____

Notice Address:

CHAFFEE COUNTY

Board of Commissioners of Chaffee County

By: _____
_____, Acting Chairman

Date: _____

Notice Address:

Attention: County Attorney

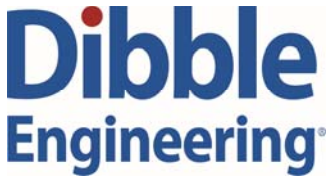
P.O. Box 699

Salida, Colorado 81201

Fax: 719.539.7442

EXHIBIT A

Dibble Task 01: Taxiway A & Commercial Apron Rehabilitation Engineering Services Proposal



2696 South Colorado Blvd
 Suite 330
 Denver, CO 80222
 P 303.872.5756
 F 303.353.4068
 www.dibblecorp.com

January 15, 2020

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

Attention: Mr. Zechariah Papp
 Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
 City Project Number: TBD
 Design, Bid and Construction Phase Services
Taxiway A Rehabilitation

We appreciate the opportunity to provide design, bid, and construction phase services for the *Taxiway A Rehabilitation* project at the Salida Airport (ANK). This proposal has been prepared in accordance with the direction provided by the FAA – Denver ADO.

Dibble Engineering, as the prime consultant, is proposing to complete the Scope of Work as included in this proposal as shown below:

1. Design Phase Services:

1. Dibble Engineering.....Civil Design.....	\$86,144.00
2. NorthStar..... Survey.....	\$6,760.00
3. Terracon..... Geotechnical.....	\$6,200.00
Design Subtotal.....	\$99,104.00

2. Bid Phase Services:

1. Dibble Engineering..... Base Fee.....	\$15,388.00
Bid Phase Subtotal.....	\$15,388.00

3. Pre-Construction Phase Services:

1. Dibble Engineering..... Base Fee.....	\$12,458.00
Pre-Construction Phase Subtotal.....	\$12,458.00

4. Construction Coordination and Inspection:

1. Dibble Engineering..... Base Fee.....	\$37,821.00
2. Terracon..... QA Testing.....	\$12,000.00
Construction Coordination and Inspection Subtotal.....	\$49,821.00

5. Post Construction Phase Services:

1. Dibble Engineering..... Base Fee.....	\$16,788.00
Post Construction Phase Subtotal.....	\$16,788.00
 Project Total.....	 \$193,559.00

Transmitted herewith is our proposed Scope of Work, Fee Summaries, Derivation of Fee Proposals, Estimated Manhours matrices, Estimated Allowance for Direct Costs (expenses), Project Exhibit, and Proposed Design Schedule.

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

Sincerely,
Dibble Engineering



Jared Bass, P.E.
Vice President – Sr. Project Manager

Enclosures

**Harriet Alexander Field (Salida Airport)
Taxiway A Rehabilitation
FAA AIP No. 3-08-0049-018-2020**

Introduction

Dibble Engineering (Dibble or the Engineer) has been requested by the Salida Airport (ANK or Airport) to provide design, bid and construction phase services for the *Taxiway A Rehabilitation* project. Taxiway A is approximately 3,800 feet in length and the asphalt is in need of a heavy seal coat with small areas that will likely need full depth reconstruction. The rehabilitation of the existing apron (approximately 17,000 square yards) will be included in this project if the total cost can fall within the anticipated federal funding.

This proposal is based on the following: an estimated 3-month design phase (mid-February 2020 – May 2020); 1-month bid phase (May-June 2020); receiving a Federal Grant by July 2020; a 1-month construction phase (August 2020); and project close-out around November 2020.

Design Phase Services (Lump Sum)

1) General Project Management and Pre-Design Tasks:

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

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

2) Design Start-Up and Data Collection:

- a) Existing Document Research and Coordination: gather and review all available as-built or record drawings, utility maps, surveys, design plans, studies, reports and miscellaneous projects at the airport, relevant to this project. This item shall also consist of reviewing the existing data available for the current pavement and subsoil conditions. All of this information will be coordinated with the surveyors and geotechnical engineers so that any specific data important to the design of this project can be identified and obtained during the field activities.
- b) Private and County Utility Coordination: coordinate with the known private and County utilities that are on the airport (Water, Wastewater, Drainage, and Electrical, and Public Works Departments), specifically within or adjacent to the project limits, (see project exhibit). This item shall also include the coordination with the Private and County Utility departments for utility

locating during the design phase and will submit 75% plans for their review. Plans shall be modified to include all received information from those departments on the plans.

- c) Survey and Coordination and Review: all survey work shall be conducted in compliance with FAA AC 150-5300-16/17/18. Survey efforts shall include documentation of the survey methodology used for data collection and accuracies thereof, along with use of existing Airport Geodetic Control, Primary and Secondary Airport Control benchmarks, (PACS and SACS). The survey shall utilize a robotic total station, GPS, and differential leveling, collecting topographic features along the project areas, (NAD 83 and NAVD 88, US Survey Feet). See attached project exhibit for approximate area to be surveyed.

All survey data shall meet or exceed the Level 1A horizontal and vertical minimum requirements for submittal to the OE/AAA website.

- d) Base Map Development and Coordination: multiple CADD basemaps will be created from the topographic, pavement and utility infrastructure features collected from the topographic field survey, existing design files, field investigations (pictures and notes), quarter-section maps (if available), and record drawings. Also included in this item is the setup of all construction plan sheets including: survey, pavement sections, pavement marking details, notes, etc. All work will be consistent with FAA and County Standards, as applicable.
- e) Project Kick-Off Meeting: a Project Kick-Off meeting will be held with the Airport, FAA, and any airport stakeholder as determined by the Airport, and the key team members at the very beginning of the project. Discussion items may include: design team, control of correspondence, design standards, design schedule, project submittals/deliverables, and coordination of anticipated impacts to airport operations and/or tenants during design (i.e. additional survey, etc.). This meeting is to be held on site with the design phase subconsultants in attendance. A site visit will be held afterwards. The Dibble PM and design engineer will attend.
- f) Geotechnical (provided by Terracon): investigations in the form of drilling test borings will be conducted in accordance with FAA AC 150/5320-6E. Preparatory work will include coordinating access, conducting site reconnaissance of existing conditions; and obtaining utility clearances for field borings.

The geotechnical consultant shall drill and sample two (2) test borings to adequately determine pavement and subsoil conditions and provide samples for laboratory testing. Borings in pavement will be cored before auguring and patched after completion. Non-shrink grout shall be used to fill the cores.

Drill approx. 2 borings within Taxiway A, approximately ten feet below existing ground surface, or auger refusal, whichever comes first.

Laboratory Analysis: Conduct sufficient laboratory tests to properly classify soils encountered and provide data for engineering design, including:

- Grain Size Analysis
- Plasticity Index
- Moisture Density Relations

- CBR
- In-place Density
- Moisture Content

Geotechnical Memo: Analyze the data obtained from field and laboratory testing and prepare a final memo presenting all data obtained, including individual Log of Test Borings, Tabulation of Test Data and recommendations including the following:

- Existing pavement and subgrade conditions, including AC thickness and base.
- Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development. Special attention will be placed on identification of soft, wet subsoils that could affect the structural section design.
- Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
- Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
- Local excavation and trenching conditions and stability considerations.
- Discussion of CBR's.

3) **75% Progress Submittal:**

a) **75% Design Plans:** progress the design of all items as previously identified at the Preliminary level, as well as additional design details of the work. The 75% plans shall also incorporate any review comments received by the Airport or FAA and the Preliminary Submittal Review Meeting. The design shall cover only the area that is anticipated to fit the estimated budget set for the project. 75% plans shall include the following:

- Cover Sheet
- General Construction Notes (FAA and County)
- Design Legend, Abbreviations, Sheet Index, and Quantities
- Project Site Plan and Construction Phasing and Barricade Plan
- Survey Control Sheet (establishment of survey control)
- Pavement Section and Pavement Marking Details
- Pavement Demo/Rehab/Reconstruction Sheets (6 sheets)
- Pavement Marking Plans (6 Sheets)
- Geotechnical Boring Location Map and Boring Logs

Total Sheet Count estimated at the 75% Submittal = 19 Total sheets

b) **Draft Engineer's Design Report:** the draft engineer's design report shall be prepared in accordance with the latest FAA – Northwest Region suggested outline. The report shall cover the following (at a minimum):

- Project Scope of Work
- Photographs of the Project Site
- List of anticipated and applicable Design Standard (FAA AC 150/5300-13)
- Environmental Actions and Determinations (see CATEx Section 3.d)
- Geotechnical (Soils and Grading)
- Pavement Design
- Material Availability

- Pavement Markings (FAA AC 150/5340)
 - Non-AIP Work (as applicable)
 - Engineer's Cost Estimate (i.e. Total Project and Construction Cost)
 - DBE Participation
 - Construction Safety and Phasing
 - Miscellaneous Work Items
 - Pre-Design Meeting Minutes
 - Reference Documents (i.e. applicable FAA Advisory Circulars)
- c) Federal Categorical Exclusion (CATEX): A discussion was held with FAA and Airport staff on November 25th, 2019 and an environmental review for the proposed project was performed. After consultation with the FAA, the FAA feels that the proposed project is in accordance with FAA Order 1050.1E, Paragraph 5-6.4, and therefore likely excluded from federal action and will not individually or cumulatively have a significant effect on the human environment, and for which, neither a formal CATEX, EA, or EIS is required.
- d) 75% Contract Documents and Technical Specification: The draft contract documents and technical specifications will be developed by the Engineer in a manner consistent with the regulations and standards set forth by the funding agencies anticipated for construction, (i.e. FAA and County). Contract documents shall include all bidding requirements, Federal General Provisions that control the work of the Contractor, Federal Special Provisions specific to this project, Federal Wage Rates, Buy American Provisions, County Special Provisions (if any), and Federal Technical Specifications for the materials with measurement and payment controlled on a unit price basis. The 75% contract documents will be submitted to the County for review of legality and then submitted for review by the FAA. The Technical Specifications will be consistent with the latest, available version of FAA AC 150/5370-10. Technical Specifications will include the following (at a minimum):
- C-100 Contractor Quality Control Program
 - C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
 - C-105 Mobilization
 - C-110 Method of Estimating Percent Within Specification Limits
 - P-101 Preparation/Removal of Existing Pavement
 - P-152 Excavation and Embankment
 - P-154 Subbase Course
 - P-208 Aggregate Base Course
 - P-401 Hot Mix Asphalt (HMA) Pavements
 - P-603 Bituminous Tack Coat
 - P-608 Emulsified Asphalt Seal Coat
 - P-620 Airfield Pavement Marking
- e) 75% Quantities and Engineer's OPCC: based on the 75% construction plans and technical specifications, the Engineer will develop a 75% OPCC. As previously stated, the unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- f) 75% Design Coordination Meeting: this meeting will be held shortly after the 75% Submittal with FAA and the Airport to discuss the submittal. We will discuss the plans, engineer's report,

environmental status of the project, anticipated federal funding, and the remaining steps to finalize the project based on the approved scope of work and anticipated budget. It is anticipated that this meeting will be held at the Airport.

Dibble will also perform a plans-in-hand site visit to visually compare the plans and survey data to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures (visible in the field), pavement markings, grades, project limits, drainage conditions, etc. Inconsistencies found during the field investigations (if any) will be corrected on the construction documents. This site visit will be held on the same day of a project review meeting as long as the meeting is held at the airport. A Dibble Project Manager and Project Engineer will attend this meeting and site visit.

- g) FAA FAARFIELD Pavement Design and Section Alternatives: No FAARFIELD Pavement Design will be performed. The existing pavement design section will be used for small areas of full depth reconstruction.

As-built plans show the existing pavement section to be:

- 5-inches of asphaltic concrete (P-401)
- 6-inches of aggregate base course (P-208)
- 12-inches of compacted subgrade (P-152)

- h) Construction Safety and Phasing Plan (CSPP): a Draft CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the latest, available FAA AC 150/5370-2. Guidance will be provided to direct the anticipated Contractor for standards and safety while performing construction activities on an airport. Construction phasing and barricade plans will also be provided in this report for reference during construction.

This report will be submitted to the FAA for review and any comments received by the FAA will be addressed. Once finalized, the Engineer will submit the report on the FAA airspace review website, *Obstruction Evaluation and Airport Airspace Analysis (OE/AAA)*, (after the 75% Submittal).

- i) Modifications to Standards (MOS): the Engineer will identify any potential Modifications to the FAA Standard contract documents, technical specifications, or design standards and coordinate those with the FAA Northwest Region Denver ADO. If determined necessary, a MOS project shall be created on the FAA AGIS database and, in accordance with FAA Order 5100-1G, submit FAA Form 5300.1 and reflect the modifications, as approved and communicated by the FAA.
- j) Internal QA/QC Project Review: in addition to the continual quality assurance reviews performed by senior practice staff, the Engineer will also perform additional quality control reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager. Each subconsultant will be responsible for their own Quality Control, however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal as well.

4) 95% Pre-Final Submittal:

- a) 95% Design Plans: pre-final plans shall be submitted for final review and approval by the FAA and the Airport. At this level we will work with the County permitting staff to finalize items before the project enters the bidding phase. It is anticipated that there will be at least two (2) separate submittals required by the County during this phase in order address comments and obtain an approved, permitted set ready for the bidding phase.
- b) 95% Contract Documents and Technical Specification: pre-final contract documents and technical specifications for final review/approval by the FAA and the Airport. This set will also be coordinated with the Airport to determine project advertisement and bidding dates.
- c) 95% Quantities and Engineer's OPCC: revise the Engineer's OPCC previously developed under the 75% phase, to reflect the updates based on the preliminary 100% construction plans and technical specifications on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) Final Internal QA/QC Project Review: in addition to the continual quality assurance reviews performed by senior practice staff, the Engineer will also perform additional quality control reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager. Each subconsultant will be responsible for their own Quality Control, however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal as well.

5) 100% Final (Bid) Documents:

- a) 100% Final Plans: sealed, 100% plans shall have all internal and external review comments by the Airport and FAA incorporated and addressed. The plans will be prepared for the bidding phase.
- b) Final Contract Documents and Technical Specification: the final bid contract documents and technical specifications shall have all internal and external review comments by the Airport, County, and FAA incorporated and addressed. The contract documents and technical specifications will be prepared for the bidding phase.
- c) Final Quantities and Engineer's OPCC: based on the final construction plans and technical specifications, the Engineer shall provide a final bidding schedule in the contract documents and an OPCC based on a unit price basis, reflecting recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) Final Engineer's Design Report: The final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including the Airport, County, and FAA.
- e) Construction Staging and Storage Area Site Plan Submittal to OE/AAA: prepare a final exhibit that illustrates the Contractor's Staging and Storage Area, Haul Route, anticipated construction

equipment heights, location of construction equipment, and survey data meeting the Level 1A survey criteria.

- f) Modifications to Standards (MOS): final coordination with the FAA (as needed). If determined necessary, a MOS project shall be created on the FAA AGIS database and, in accordance with FAA Order 5100-1G, submit FAA Form 5300.1 and reflect the modifications, as approved and communicated by the FAA.

Bid Phase Services (Lump Sum)

6) Bid Phase Services:

- a) Project Management and Administration: provide all project management and coordination of the design team and the Airport, County, and FAA during the bidding phase. Dibble will host, monitor, disseminate, and control the distribution of the bidding documents. Dibble will maintain and regularly update the Bidder/Planholder List.
- b) Pre-Bid Meeting and Site Visit: attend the pre-bid meeting and assist the Airport in conducting the meeting. The Engineer, upon the direction of the Airport, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. The Engineer shall also assist the Airport in developing and submitting the pre-bid meeting minutes to all plan holders.

The Engineer will also assist the Airport with the airfield site visit for all interested parties.

- c) Bid Addendum: Pending contractors' reviews, comments, and questions, the Engineer will assist the Airport in developing, issuing any necessary addendums, and notifying all planholders/bidders. Addendums may include revision to construction documents (i.e. plans and technical specifications). It is anticipated that a minimum of three (3) addenda will be issued for this project.
- d) Contractor Questions: the Engineer will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed. All communication will be in compliance with the County regulations and requirements.
- e) Bid Opening Meeting: the Engineer will attend the bid opening meeting to assist the Airport and Airport in reviewing and organizing the bidding documents from each contractor.
- f) Bid Tabulation and Recommendation: the Engineer will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's OPCC and other bids submitted. The Engineer will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder. Included with this effort will be the review and evaluation support of the other contract components such as the DBE subcontractor evaluation.

The Engineer will further assist the Airport with review of the bidder's compliance with the other required contract documents included in the bidding documents, such as the acknowledgement of addenda, Buy American requirements, debarment, and contractor licenses.

Construction Phase Services

7) Pre-Construction Services (Lump Sum):

- a) Construction Management and Administration: provide as-needed project management, coordination, support, and administration necessary to monitor the Contractor's operations and deliverables. Dibble will provide the FAA, Airport, and the Contractor with hard copies and electronic files of the final construction documents, (i.e. plans and specifications with all addendum issued during the bidding phase).
- b) Preconstruction Conference: conduct the Preconstruction Conference and provide support and/or coordination of the construction documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Preconstruction Conference will be held at the Airport.
- c) Preconstruction Conference Submittal Reviews and Coordination: review project submittals required at the Preconstruction Conference as identified within the contract documents but shall include at a minimum:
 - Contractor's CSPP Compliance Report
 - Overall and 3-Week Construction Schedules
 - Material Submittal Schedule
 - Schedule of Values
 - Contractor's Emergency Contact Information
 - List of Proposed Construction Equipment
 - Barricade Plan
 - Traffic Control Plan

8) Construction Coordination and Inspection Services (Cost + Fixed Fee (CPFF)): It is estimated that the construction phase shall occur around August 2020. It is assumed that the project will be approximately 14 Calendar Days for substantial completion phase.

- a) Site Visits and Observations: the Resident Engineer will provide site visits while the contractor is working (estimated at 6 Days total) for overall conformance of the construction project with the standards identified within the design, including compliance with safety and construction traffic control in accordance with the CSPP. One of the days on site will be coupled with the day that weekly construction meeting is held for efficiency.
- b) Weekly Construction and Safety Meetings: prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The Resident Engineer will attend these weekly meetings.
- c) Weekly Certified Payroll and Davis Bacon Review: coordinate and review all certified payroll documentation required for this project to be compliant with the contract documents and Federal Davis Bacon Wage Determinations, (Contractor and subcontractors on a weekly basis).

- d) Contractor Employee Interviews: the construction inspector will perform these interviews in accordance the FAA requirements.
- e) Weekly FAA Reports (5370-1): develop the weekly FAA 5370-1 Construction progress reports and submit to the FAA.
- f) Weekly Quantity Calculations: continuously monitor and track the construction material quantities throughout the course of the construction phase and provide weekly review summaries within the weekly progress reports to the Airport and FAA.
- g) Payment Application Coordination and Review: regularly review and track project quantities in the field and on the Contractor's As-Builts. Coordinate these inspected quantities with the contractor and coordinate prior to the submittal of payment applications. Assist the airport in the regular draw-down of the federal grant for payment on the construction services. Due to the 14 Calendar Day construction schedule, two payment applications are anticipated during the construction phase through substantial completion.
- h) Change Order Review and Coordination: coordinate and review Contractor Change Order Requests (COR), including verification of project quantities as needed, (estimated at approximately 1 COR's). A complete cost analysis will be prepared (as needed) for each change order that may occur.
- i) Material Shop Drawing Review and Coordination: review and provide a response to construction material and general project submittals as requested, estimated at approximately 15 original submittals. It will also be estimated that the Contractor will need to resubmit approx. 5 of the original submittals for a total amount of 20 submittal reviews during the course of the project.
- j) RFI Review and Coordination: coordinate, review and provide a response to construction and general project Requests for Information (RFI), (estimated at approximately 2 RFI's).
- k) ESI Review and Coordination: coordinate, review and develop necessary Engineering Supplemental Information (ESI) documents, additional details, or sketches as revisions to the construction specifications and/or plans, (estimated at approximately 1 ESI's).
- l) DBE Compliance and Coordination: coordinate and review all DBE efforts and documentations required for this project to be compliant with the contract documents.
- m) QA/QC Testing Coordination and Review: coordinate and review QA/QC actions including scheduling of testing activities, reporting, review of results, and recommendations. The construction Inspector shall assist in the coordination and management of the QA/QC services.
- n) Substantial Completion Walk Inspection: conduct the Substantial Completion Walks required before the opening of each phase, (estimated at 1 inspection). The construction inspector shall also attend this meeting.
- o) Punchlist(s) and Coordination(s): prepare, submit, and re-evaluate punchlists at each substantial completion and final walk, (estimated at approximately 1 punchlist or verification).

9) Post Construction Services (Lump Sum):

- a) QA and QC Testing Summary Report: prepare a final report that collects and summarizes the quality assurance and quality control testing and results that took place during the construction project. The report shall meet the FAA NWMR DEN ADO guidelines and requirements. The report shall include, at a minimum:
- QA and QC Testing Summary
 - Test Results of all FAA Specs (i.e. P-152, P-209, P-401, etc.)
 - Project Details
 - Special Inspections
- b) Demobilization and Site Clean-Up: coordinate between the Airport and Contractor on the demobilization and site clean-up at the completion of the project. Dibble shall perform an Airport site visit to assure the contractor left the project site in satisfactory condition.
- c) Final Walk Inspection: conduct the Final Completion walk for the construction project. The construction inspector shall also attend the site walk. The FAA, Airport, Resident Engineer, and construction inspector shall all attend.
- d) Final Construction Report and Coordination: coordinate, prepare, and submit the Final Construction Report in accordance with the FAA NWMR DEN ADO guidelines and requirements. The report shall include, at a minimum:
- Summary of Project
 - Summary of Change Orders
 - Summary of Testing Reports (QA and QC)
 - Project Fee Breakout
 - DBE Summary
 - Federal Labor Summary
 - Before and After Construction Photos
- e) Record Drawings: develop and submit Final Record Drawings based on Contractor redlines and field changes issued during construction, including RFI's/ESI's, (estimated to be approx. 19 sheets will additional notes and ESI's that occur during construction).
- f) Final Payment Application: coordinate the final inspected quantities with the contractor and coordinate prior to the submittal of final payment applications. We will assist the airport in the draw-down of the federal grant for payment on the construction services.

Miscellaneous Scope of Work Items

10) Project Deliverables (hard copies):

- a) 75% Submittal: the 75% Submittal shall include 75% plans, Engineer's Design Report, CSPP, Contract Documents and Technical Specifications, and quantities and OPCC. This submittal shall only be submitted to the FAA and Airport.

- b) 95% Submittal: the 95% Submittal shall include 95% plans, Contract Documents and Technical Specifications, and quantities and OPCC. This submittal shall only be submitted to the Airport.
- c) 100% Final (Bid) Submittal: the 100% Submittal shall include 100% Final plans, Engineer's Design Report, Contract Documents and Technical Specifications, and quantities and OPCC. This submittal shall be submitted to the FAA and Airport.

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

At the completion of the project (i.e. after construction), the FAA will be given hard copy deliverables including the Record Drawings and Final Construction Report.

11) Miscellaneous and Assumptions:

- a) Subconsultants:
 - 1. Surveying – Northstar
 - 2. Geotechnical – Terracon
- b) This proposal is based on the following: an estimated 3-month design phase (mid-February 2020 – May 2020); 1-month bid phase (May-June 2020); receiving a Federal Grant by July 2020; a 2-week construction phase (August 2020); and project close-out around November 2020.
- c) All plans are to be prepared in AutoCAD Civil 3D 2019.
- d) The design, bid and construction phases are to be federally, state, and locally funded and should be prepared in accordance with the latest FAA Advisory Circulars.
- e) It is anticipated that this project will be designed with a Base Bid Schedule.
- f) The following number of trips are anticipated by the Project Manager for the Design Phase to cover all the meetings identified in this scope:
 - 1. Design Phase – 3 Trips:
 - i. Project Kick-Off Meeting
 - ii. 75% Project Review Meeting and Site Visit
 - iii. 95% Final Site Visit and Plan Review
- g) The following number of trips are anticipated by the Project Manager for the Bid Phase to cover all the meetings identified in this scope:
 - 1. Bid Phase – 2 Trips
 - i. Pre-Bid Meeting
 - ii. Bid Opening and Review Meeting
- h) The following number of trips are anticipated by the Project Manager and/or Resident Engineer and Construction Inspector for the Construction Phase:
 - 1. Preconstruction Phase – 2 Trips

2. Construction Coordination and Inspection Phase (14 calendar days in Aug 2020) – 2 Trips (3 days each trip, 10-hours each day, total of 100 hours of inspection)
3. Post Construction Phase – 1 Trip

12) Exclusions To This Scope of Work:

- a) Landscape, Irrigation, and Environmental Design Services.
- b) Structural Engineering, Mechanical, or Architectural Design Services.
- c) Environmental Evaluation or assessments including a federal CATEX, EIS, and EA.

Firm: Dibble Engineering
 On-Call Engineering
 Project: **Taxiway A Rehabilitation**
Design, Bid, and Construction Services
 Harriet Alexander Field (Salida Airport)
 Date: 1/15/2020



Contract Number: TBD
 Project Number: TBD
 Task Number: 1
 Amendment Number: NA
 FAA Number: TBD
 CDOT Number: TBD

Summary

Dibble

Subs

A. Design Phase Services

	Fee	Type		
1 Dibble Engineering.....	\$86,144.00	Lump Sum	\$86,144.00	
2 NorthStar (Survey).....	\$6,760.00	Lump Sum		\$6,760.00
3 Terracon (Geotech).....	\$6,200.00	Lump Sum		\$6,200.00
Design Phase Subtotal.....	\$99,104.00		\$86,144.00	\$12,960.00

B. Bid Phase Services

	Fee	Type		
1 Dibble Engineering.....	\$15,388.00	Lump Sum	\$15,388.00	
Bid Phase Subtotal.....	\$15,388.00		\$15,388.00	\$0.00

C. Pre-Construction Phase Services

	Fee	Type		
1 Dibble Engineering.....	\$12,458.00	Lump Sum	\$12,458.00	
Construction Phase Subtotal.....	\$12,458.00		\$12,458.00	\$0.00

D. Construction Coordination and Inspection

	Fee	Type		
1 Dibble Engineering.....	\$37,821.00	Cost + Fixed Fee	\$37,821.00	
2 Terracon.....	\$12,000.00	Time & Materials		\$12,000.00
Construction Coordination and Inspection Phase Subtotal.....	\$49,821.00		\$37,821.00	\$12,000.00

E. Post Construction Phase Services

	Fee	Type		
1 Dibble Engineering.....	\$16,788.00	Lump Sum	\$16,788.00	
Post Construction Phase Subtotal.....	\$16,788.00		\$16,788.00	\$0.00

	TOTAL		Dibble	Subconsultants
Total.....	\$193,559.00		\$168,599.00	\$24,960.00

Firm: Dibble Engineering	Contract Number: TBD
On-Call Engineering	Project Number: TBD
Project: Taxiway A Rehabilitation	Task Number: 1
Design, Bid, and Construction Services	Amendment Number: NA
Harriet Alexander Field (Salida Airport)	FAA Number: TBD
Date: 1/15/2020	CDOT Number: TBD

DESIGN PHASE SERVICES SUMMARY

Classification	Total Hours	Billing Rates	Total Costs
1 Principal	12	\$287.00	\$3,444.00
2 Senior Project Manager	116	\$226.00	\$26,216.00
3 Project Manager	0	\$193.00	\$0.00
4 Senior Engineer	112	\$184.00	\$20,608.00
5 QA/QC Manager	0	\$187.00	\$0.00
6 Project Engineer	90	\$165.00	\$14,850.00
7 Senior Designer	134	\$139.00	\$18,626.00
8 Admin Assistant	0	\$82.00	\$0.00

Totals:	464		\$83,744.00
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DESIGN PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Submittal Printing (Dibble).....	\$1,422.00	Direct Cost
2 Submittal Printing (Dibble).....	\$0.00	Direct Cost
3 Travel (Dibble).....	\$522.00	Direct Cost
4 Meals (Dibble).....	\$456.00	Direct Cost

Sub-Total for Direct Costs..... **\$2,400.00**

DESIGN PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 NorthStar (Survey).....	\$6,760.00	Lump Sum
2 Terracon (Geotech).....	\$6,200.00	Lump Sum

Sub-Total for Subconsultants: **\$12,960.00**

DESIGN PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$99,104.00

Firm: Dibble Engineering
 On-Call Engineering
 Project: **Taxiway A Rehabilitation
 Design, Bid, and Construction Services**
 Harriet Alexander Field (Salida Airport)
 Date: 1/15/2020

Contract Number: TBD
 Project Number: TBD
 Task Number: 1
 Amendment Number: NA
 FAA Number: TBD
 CDOT Number: TBD

DESIGN PHASE SERVICES - ESTIMATED MANHOURS

TASK	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General Project Management and Pre-Design Tasks									
1a Project Management & Administration		24							24
2 Design Start-Up and Data Collection									
2a Existing Document Research and Coordination				8		8			16
2b Private and City Utility Coordination				4		4			8
2c Survey and Coordination and Review		2		4		8			14
2d Base Map Development and Coordination				4			24		28
2e Project Kick-Off Meeting		8		8					16
2f Geotechnical		4		4					8
3 75% Progress Submittal									
3a 75% Design Plans		8		12		12	48		80
3b Draft Engineer's Report		4		12		8	4		28
3c FAA Categorical Exclusion (CATEX)		4							4
3d 75% Contract Documents and Technical Specifications		12		8		8			28
3e 75% Quantities and Engineer's OPCC		4		4		4	8		20
3f 75% Design Coordination Meeting and Site Visit		8		8					16
3g FAA FAARFIELD Pavement Design and Section Alternatives		8							8
3h Construction Safety and Phasing Plan (CSPP)		2		8		4	4		18
3i Modifications to Standard (MOS)		2		2					4
3j Internal QA/QC Project Review	8								8
4 95% Pre-Final Submittal									
4a 95% Design Plans		4		4		8	24		40
4b 95% Contract Documents and Technical Specifications		4		4		4			12
4c 95% Quantities and Engineer's OPCC		2		4		4	4		14
4d Final Internal QA/QC Project Review	4								4
5 100% Final (Bid) Documents									
5a 100% Final Plans		4		4		4	8		20
5b Final Contract Documents and Technical Specifications		4		2		2	2		10
5c Final Quantities and Engineer's OPCC		2		2		2	2		8
5d Final Engineer's Design Report		2		2		8	2		14
5e Construction Staging & Storage Area Site Plan (OE/AAA)		2		2		2	4		10
5f Modifications to Standards (MOS)		2		2					4
TOTAL HOURS BY CLASSIFICATION	12	116	0	112	0	90	134	0	464

Firm:	Dibble Engineering On-Call Engineering	Contract Number: TBD
Project:	Taxiway A Rehabilitation Design, Bid, and Construction Services Harriet Alexander Field (Salida Airport)	Project Number: TBD Task Number: 1 Amendment Number: NA
Date:	1/15/2020	FAA Number: TBD CDOT Number: TBD

DESIGN PHASE SERVICES DIRECT COSTS

1. PRINTING (75%, 95% and 100% (Bid Set) Submittals)

a.	3	Submittals of (2 Copies Full-Size Bond Plans)	16 sheets =	16 Sheets @	\$3.00 /sheet	\$288.00
b.	3	Submittals (4 Copies Scaled 1/2-Size Plans)	16 sheets =	16 Sheets @	\$0.50 /sheet	\$96.00
c.	3	Plotting	16 sheets =	16 Sheets @	\$3.00 /sheet	\$288.00
d.	3	Submittals for Spec Book (2 copies @ 350 pages each)	@	350 Sheets @ (double-sided)	\$0.10 /sheet	\$210.00
e.	3	Submittals for Eng. Report (2 copies @ 150 pages each)	@	150 Sheets @ (single-sided)	\$0.60 /sheet	\$540.00

2. Lodging

a.	0	Day	0	Staff	\$173.00 /Day (2020 Federal Per Diem)	\$0
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3. Travel

a.	3	Trips	300	miles	\$0.580 /mile (2020 Federal Per Diem)	\$522
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4. Meals

Firm: Dibble Engineering	Contract Number: TBD
On-Call Engineering	Project Number: TBD
Project: Taxiway A Rehabilitation	Task Number: 1
Design, Bid, and Construction Services	Amendment Number: NA
Harriet Alexander Field (Salida Airport)	FAA Number: TBD
Date: 1/15/2020	CDOT Number: TBD

BID PHASE SERVICES SUMMARY

Classification	Total Hours	Billing Rates	Total Costs
1 Principal	0	\$287.00	\$0.00
2 Senior Project Manager	44	\$226.00	\$9,944.00
3 Project Manager	0	\$193.00	\$0.00
4 Senior Engineer	20	\$184.00	\$3,680.00
5 QA/QC Manager	0	\$187.00	\$0.00
6 Project Engineer	0	\$165.00	\$0.00
7 Senior Designer	8	\$139.00	\$1,112.00
8 Admin Assistant	0	\$82.00	\$0.00

Totals:	72		\$14,736.00
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BID PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Lodging (Dibble).....	\$0.00	Direct Cost
2 Travel (Dibble).....	\$348.00	Direct Cost
3 Meals (Dibble).....	\$304.00	Direct Cost
Sub-Total for Direct Costs.....		\$652.00

BID PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1	\$0.00	Lump Sum
Sub-Total for Subconsultants:		\$0.00

BID PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded).....	\$15,388.00
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Firm:	Dibble Engineering On-Call Engineering	Contract Number:	TBD
Project:	Taxiway A Rehabilitation Design, Bid, and Construction Services	Project Number:	TBD
	Harriet Alexander Field (Salida Airport)	Task Number:	1
Date:	1/15/2020	Amendment Number:	NA
		FAA Number:	TBD
		CDOT Number:	TBD

BID PHASE SERVICES - ESTIMATED MANHOURS									
TASK	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
6 Bid Phase Services									
6a Project Management and Administration		16							16
6b Pre-Bid Meeting and Site Visit		8							8
6c Bid Addendum		4		4			8		16
6d Contractor Questions		4		8					12
6e Bid Opening Meeting		8							8
6f Bid Tabulation and Recommendation		4		8					12
TOTAL HOURS BY CLASSIFICATION	0	44	0	20	0	0	8	0	72

Firm:	Dibble Engineering On-Call Engineering	Contract Number: TBD
Project:	Taxiway A Rehabilitation Design, Bid, and Construction Services Harriet Alexander Field (Salida Airport)	Project Number: TBD Task Number: 1 Amendment Number: NA
Date:	1/15/2020	FAA Number: TBD CDOT Number: TBD

BID PHASE SERVICES DIRECT COSTS

1. Lodging

a.	0 days	1 Staff	\$173.00 /Day (2020 Federal Per Diem)	\$0
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2. Travel

a.	2 Trips	300 miles	\$0.580 /mile (2020 Federal Per Diem)	\$348
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3. Meals

a.	2 Days	2 Staff	\$76.00 /Day (2020 Federal Per Diem)	\$304.00
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BID PHASE TOTAL **\$652**

Firm: Dibble Engineering	Contract Number: TBD
On-Call Engineering	Project Number: TBD
Project: Taxiway A Rehabilitation	Task Number: 1
Design, Bid, and Construction Services	Amendment Number: NA
Harriet Alexander Field (Salida Airport)	FAA Number: TBD
Date: 1/15/2020	CDOT Number: TBD

PRECONSTRUCTION PHASE SERVICES SUMMARY

Classification	Total Hours	Billing Rates	Total Costs
1 Principal	0	\$287.00	\$0.00
2 Senior Project Manager	30	\$226.00	\$6,780.00
3 Construction Res. Eng.	0	\$165.00	\$0.00
4 Project Manager	0	\$193.00	\$0.00
5 Senior Engineer	4	\$184.00	\$736.00
6 QA/QC Manager	0	\$187.00	\$0.00
7 Project Engineer	26	\$165.00	\$4,290.00
8 Senior Designer	0	\$139.00	\$0.00
9 Admin Assistant	0	\$82.00	\$0.00

Totals:	60		\$11,806.00
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PRECONSTRUCTION PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Badging (Dibble).....	\$0.00	Direct Cost
2 Lodging (Dibble).....	\$0.00	Direct Cost
3 Travel (Dibble).....	\$348.00	Direct Cost
4 Meals (Dibble).....	\$304.00	Direct Cost

Sub-Total for Direct Costs..... **\$652.00**

PRECONSTRUCTION PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1	\$0.00	Lump Sum

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

PRECONSTRUCTION PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$12,458.00

Firm:	Dibble Engineering On-Call Engineering	Contract Number:	TBD
Project:	Taxiway A Rehabilitation Design, Bid, and Construction Services	Project Number:	TBD
	Harriet Alexander Field (Salida Airport)	Task Number:	1
Date:	1/15/2020	Amendment Number:	NA
		FAA Number:	TBD
		CDOT Number:	TBD

PRECONSTRUCTION PHASE SERVICES SUMMARY										
TASK	PRINCIPAL	SENIOR PROJECT MANAGER	CONSTRUCTION RESIDENT ENGINEER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
7 Preconstruction Phase Services										
7a Construction Management & Administration		18								18
7b Preconstuction Conference		8					8			16
7c Precon Conference Submittal Reviews and Coordination		4			4		18			26
TOTAL HOURS BY CLASSIFICATION	0	30	0	0	4	0	26	0	0	60

Firm:	Dibble Engineering On-Call Engineering	Contract Number: TBD Project Number: TBD
Project:	Taxiway A Rehabilitation Design, Bid, and Construction Services Harriet Alexander Field (Salida Airport)	Task Number: 1 Amendment Number: NA FAA Number: TBD
Date:	1/15/2020	CDOT Number: TBD

PRECONSTRUCTION PHASE SERVICES DIRECT COSTS

1. BADGING

a. 0 Airport Badges and Applications	3 Staff	\$35.00 /Badge	\$0.00
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2. Lodging

a. 0 days	0 Staff	\$173.00 /Day (2020 Federal Per Diem)	\$0
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3. Travel

a. 2 Trips	300 miles	\$0.580 /mile (2020 Federal Per Diem)	\$348
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4. Meals

a. 2 Days	2 Staff	\$76.00 /Day (2020 Federal Per Diem)	\$304.00
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PRECONSTRUCTION PHASE TOTAL	\$652
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Firm: Dibble Engineering	Contract Number: TBD
On-Call Engineering	Project Number: TBD
Project: Taxiway A Rehabilitation	Task Number: 1
Design, Bid, and Construction Services	Amendment Number: NA
Harriet Alexander Field (Salida Airport)	FAA Number: TBD
Date: 1/15/2020	CDOT Number: TBD

CONSTRUCTION COORDINATION AND INSPECTION SERVICES SUMMARY

Classification	Total Hours	At Cost Rate	Amount
1 Principal	0	\$249.57	\$0.00
2 Senior Project Manager	0	\$196.53	\$0.00
3 Construction Res. Eng.	124	\$143.48	\$17,791.52
4 Project Manager	0	\$167.83	\$0.00
5 Senior Engineer	0	\$160.00	\$0.00
6 QA/QC Manager	0	\$162.61	\$0.00
7 Project Engineer	78	\$143.48	\$11,191.44
8 Senior Designer	0	\$120.87	\$0.00
9 Admin Assistant	0	\$71.30	\$0.00

Subtotals:	202		\$28,982.96
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Negotiated Fixed Fee	\$6,000.00
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Total Cost + Fixed Fee (CPFF) (rounded)	\$34,983.00
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CONSTRUCTION COORDINATION AND INSPECTION SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Lodging (Dibble).....	\$1,730.00	Direct Costs
2 Travel (Dibble).....	\$348.00	Direct Costs
3 Meals (Dibble).....	\$760.00	Direct Costs
Sub-Total for Direct Costs.....		\$2,838.00

CONSTRUCTION COORDINATION AND INSPECTION SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 Terracon.....	\$12,000.00	T&M
Sub-Total for Subconsultants:		\$12,000.00

CONSTRUCTION COORDINATION AND INSPECTION SERVICES TOTAL FEE

TOTAL FEE (rounded)	\$49,821.00
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Firm: Dibble Engineering
 On-Call Engineering
 Project: **Taxiway A Rehabilitation
 Design, Bid, and Construction Services**
 Harriet Alexander Field (Salida Airport)
 Date: 1/15/2020

Contract Number: TBD
 Project Number: TBD
 Task Number: 1
 Amendment Number: NA
 FAA Number: TBD
 CDOT Number: TBD

CONSTRUCTION COORDINATION AND INSPECTION SERVICES SUMMARY

TASK	PRINCIPAL	SENIOR PROJECT MANAGER	CONSTRUCTION RESIDENT ENGINEER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
8 Construction Coordination and Inspection										
8a Site Visits and Observations			54							54
8b Weekly Construction and Safety Meetings			4							4
8c Weekly Certified Payroll and Davis Bacon Review			8				12			20
8d Contractor Employee Interviews			2				4			6
8e Weekly FAA Reports (5370-1)			2				4			6
8f Weekly Quantity Calculations			2				4			6
8g Payment Application Coordination and Review			4				2			6
8h Change Order Review and Coordination			4				4			8
8i Material Shop Drawing Review and Coordination			8				16			24
8j RFI Review and Coordination			4				4			8
8k ESI Review and Coordination			4				4			8
8l DBE Compliance and Coordination			4				4			8
8m QA/QC Testing Coordination and Review			12				4			16
8n Substantial Completion Walk Inspection			8				8			16
8o Punchlist(s) and Coordination(s)			4				8			12
TOTAL HOURS BY CLASSIFICATION	0	0	124	0	0	0	78	0	0	202

Firm:	Dibble Engineering On-Call Engineering	Contract Number: TBD
Project:	Taxiway A Rehabilitation Design, Bid, and Construction Services Harriet Alexander Field (Salida Airport)	Project Number: TBD Task Number: 1 Amendment Number: NA FAA Number: TBD
Date:	1/15/2020	CDOT Number: TBD

CONSTRUCTION COORDINATION AND INSPECTION SERVICES DIRECT COSTS

1. Lodging

a. 10 days	1 Staff	\$173.00 /Day (2019 Federal Per Diem)	\$1,730
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2. Travel

a. 2 Trips	300 miles	\$0.580 /mile (2019 Federal Per Diem)	\$348
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3. Meals

a. 10 days	1 Staff	\$76.00 /Day (2019 Federal Per Diem)	\$760.00
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CONSTRUCTION PHASE TOTAL \$2,838

Firm: Dibble Engineering	Contract Number: TBD
On-Call Engineering	Project Number: TBD
Project: Taxiway A Rehabilitation	Task Number: 1
Design, Bid, and Construction Services	Amendment Number: NA
Harriet Alexander Field (Salida Airport)	FAA Number: TBD
Date: 1/15/2020	CDOT Number: TBD

POST CONSTRUCTION SERVICES SUMMARY

Classification	Total Hours	Billing Rates	Total Costs
1 Principal	0	\$287.00	\$0.00
2 Senior Project Manager	40	\$226.00	\$9,040.00
3 Senior Planner	0	\$200.00	\$0.00
4 Construction Res. Engineer	0	\$165.00	\$0.00
5 Planner	0	\$163.00	\$0.00
6 Project Manager	0	\$193.00	\$0.00
7 Senior Engineer	0	\$184.00	\$0.00
8 QA/QC Manager	0	\$187.00	\$0.00
9 Project Engineer	32	\$165.00	\$5,280.00
10 Senior Designer	12	\$139.00	\$1,668.00
11 Admin Assistant	0	\$82.00	\$0.00

Totals:	84		\$15,988.00
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POST CONSTRUCTION SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Lodging (Dibble).....	\$0.00	Direct Cost
2 Travel (Dibble).....	\$174.00	Direct Cost
3 Meals (Dibble).....	\$152.00	Direct Cost
4 Printing (Dibble).....	\$474.00	Direct Cost

Sub-Total for Direct Costs..... **\$800.00**

POST CONSTRUCTION SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1	\$0.00	Lump Sum

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

POST CONSTRUCTION SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$16,788.00

Firm: Dibble Engineering
 On-Call Engineering
 Project: **Taxiway A Rehabilitation**
Design, Bid, and Construction Services
 Harriet Alexander Field (Salida Airport)
 Date: 1/15/2020

Contract Number: TBD
 Project Number: TBD
 Task Number: 1
 Amendment Number: NA
 FAA Number: TBD
 CDOT Number: TBD

POST CONSTRUCTION SERVICES SUMMARY

TASK	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR PLANNER	CONSTRUCTION RESIDENT ENGINEER	PLANNER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
9 Post Construction												
9a QA and QC Testing Summary Report		12							8			20
9b Demobilization and Site Clean-Up		4										4
9c Final Walk Inspection		8							8			16
9d Final Construction Report and Coordination		8							12			20
9e Record Drawings		4								12		16
9f Final Payment Application		4							4			8

Firm:	Dibble Engineering On-Call Engineering	Contract Number: TBD
Project:	Taxiway A Rehabilitation Design, Bid, and Construction Services Harriet Alexander Field (Salida Airport)	Project Number: TBD Task Number: 1 Amendment Number: NA
Date:	1/15/2020	FAA Number: TBD CDOT Number: TBD

POST CONSTRUCTION SERVICES DIRECT COSTS

1. Lodging

a.	0 day	0 Staff	\$173.00 /Day (2020 Federal Per Diem)	\$0
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2. Travel

a.	1 Trips	300 miles	\$0.580 /mile (2020 Federal Per Diem)	\$174
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3. Meals

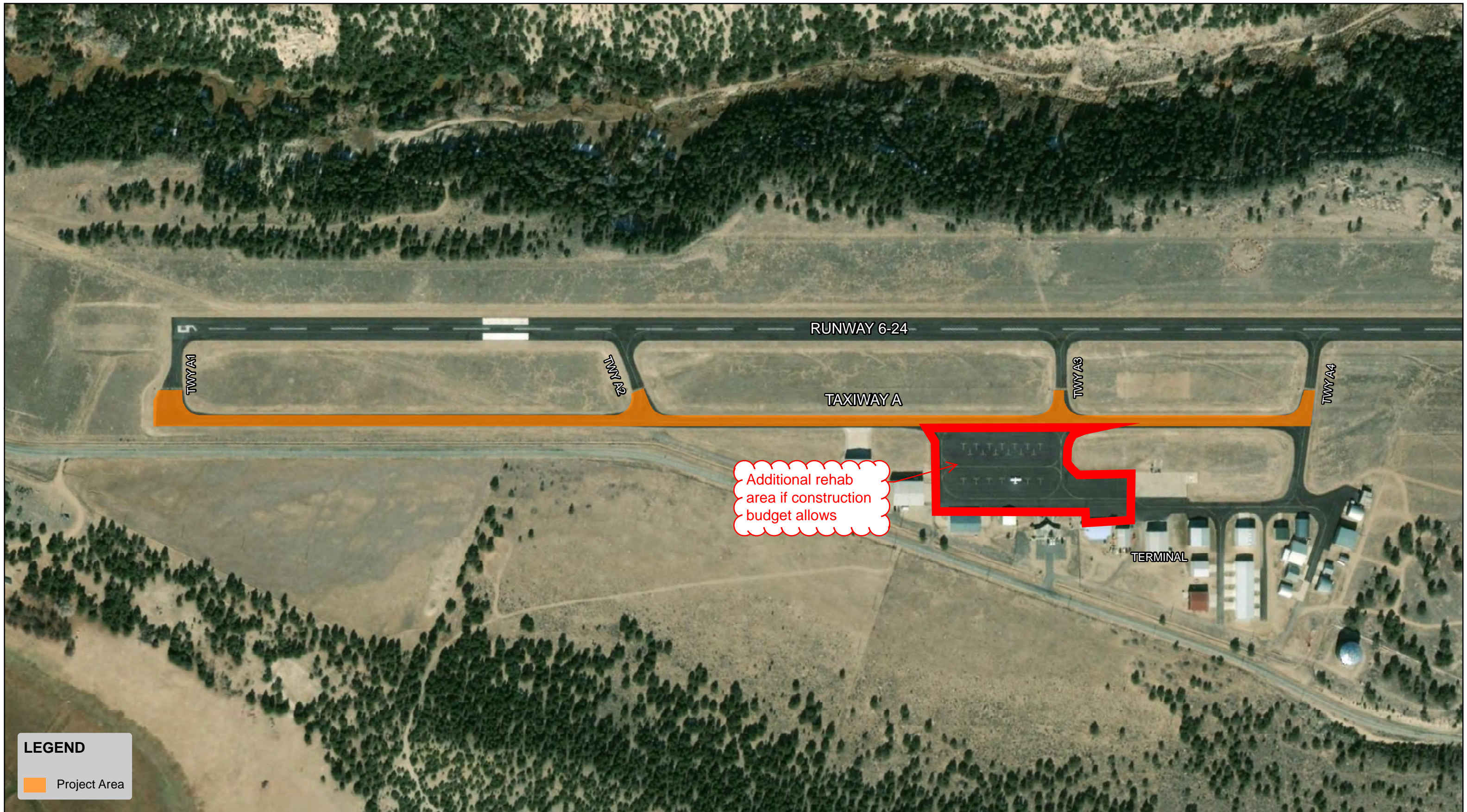
a.	1 day	2 Staff	\$76.00 /Day (2020 Federal Per Diem)	\$152.00
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4. PRINTING (Record Drawings (Airport and FAA))


a.	1 Submittals of (2 Copies Full-Size Bond Plans)	16 sheets =	16 Sheets @	\$3.00 /sheet	\$96.00
b.	1 Submittals (4 Copies Scaled 1/2-Size Plans)	16 sheets =	16 Sheets @	\$0.50 /sheet	\$32.00
c.	1 Plotting	16 sheets =	16 Sheets @	\$3.00 /sheet	\$96.00
d.	1 Submittals for Spec Book (2 copies @ 350 pages each)	@	350 Sheets @ (double-sided)	\$0.10 /sheet	\$70.00
e.	1 Submittals for Eng. Report (2 copies @ 150 pages each)	@	150 Sheets @ (single-sided)	\$0.60 /sheet	\$180.00

POST CONSTRUCTION PHASE TOTAL

\$800



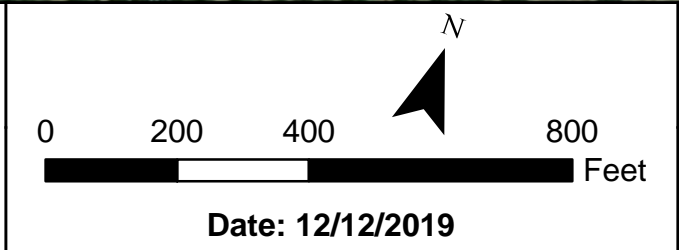
LEGEND

 Project Area



SALIDA AIRPORT
HARRIET ALEXANDER FIELD

**HARRIET ALEXANDER FIELD (ANK)
TAXIWAY A REHABILITATION
AIP 3-08-0049-18-2020**



0 200 400 800 Feet

Date: 12/12/2019



**Dibble
Engineering**

Harriet Alexander Field - Salida Airport



ANK TW A REHABILITATION PRELIMINARY COST ESTIMATE BASE BID (Schedule I)					
LINE No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
CIVIL					
1	Mobilization and Quality Control	1	LS	\$50,000.00	\$50,000.00
2	Sawcut and Remove Existing AC Pavement	600	SY	\$15.00	\$9,000.00
3	Earthwork	1	LS	\$50,000.00	\$50,000.00
4	Crushed Aggregate Base Course (8-inch depth)	1,000	SY	\$26.00	\$26,000.00
5	Aggregate Base Course (14-inch depth)	1,000	SY	\$32.00	\$32,000.00
6	AC Pavement (4-inch depth)	1,000	SY	\$48.00	\$48,000.00
7	Crack Seal (0 - 1/2 inch)	2,500	LF	\$1.00	\$2,500.00
8	Crack Seal (1/2 - 1-1/2 inches)	1,000	LF	\$2.00	\$2,000.00
9	Gap Seal (1-1/2 inches +)	850	LF	\$10.00	\$8,500.00
10	Seal Coat	20,800	SY	\$2.00	\$41,600.00
11	Pavement Markings	2,000	SF	\$4.00	\$8,000.00
CONSTRUCTION SUBTOTAL					\$277,600.00
Unknown Items					\$5,000.00
CONSTRUCTION TOTAL					\$282,600.00
Engineering and Construction Management					\$193,559.00
Airport/County Admin					\$15,000.00
PROJECT TOTAL					\$491,159.00

Harriet Alexander Field - Salida Airport



ANK APRON REHABILITATION PRELIMINARY COST ESTIMATE ADD ALT No. 1 (Schedule II)					
LINE No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
CIVIL					
1	Crack Seal (0 - 1/2 inch)	1,000	LF	\$1.00	\$1,000.00
2	Crack Seal (1/2 - 1-1/2 inches)	500	LF	\$2.00	\$1,000.00
3	Seal Coat	22,800	SY	\$2.00	\$45,600.00
4	Pavement Markings	1,000	SF	\$2.50	\$2,500.00
CONSTRUCTION SUBTOTAL					\$50,100.00
PROJECT TOTAL (TW and Apron)					\$541,259.00

Harriet Alexander Field - Salida Airport

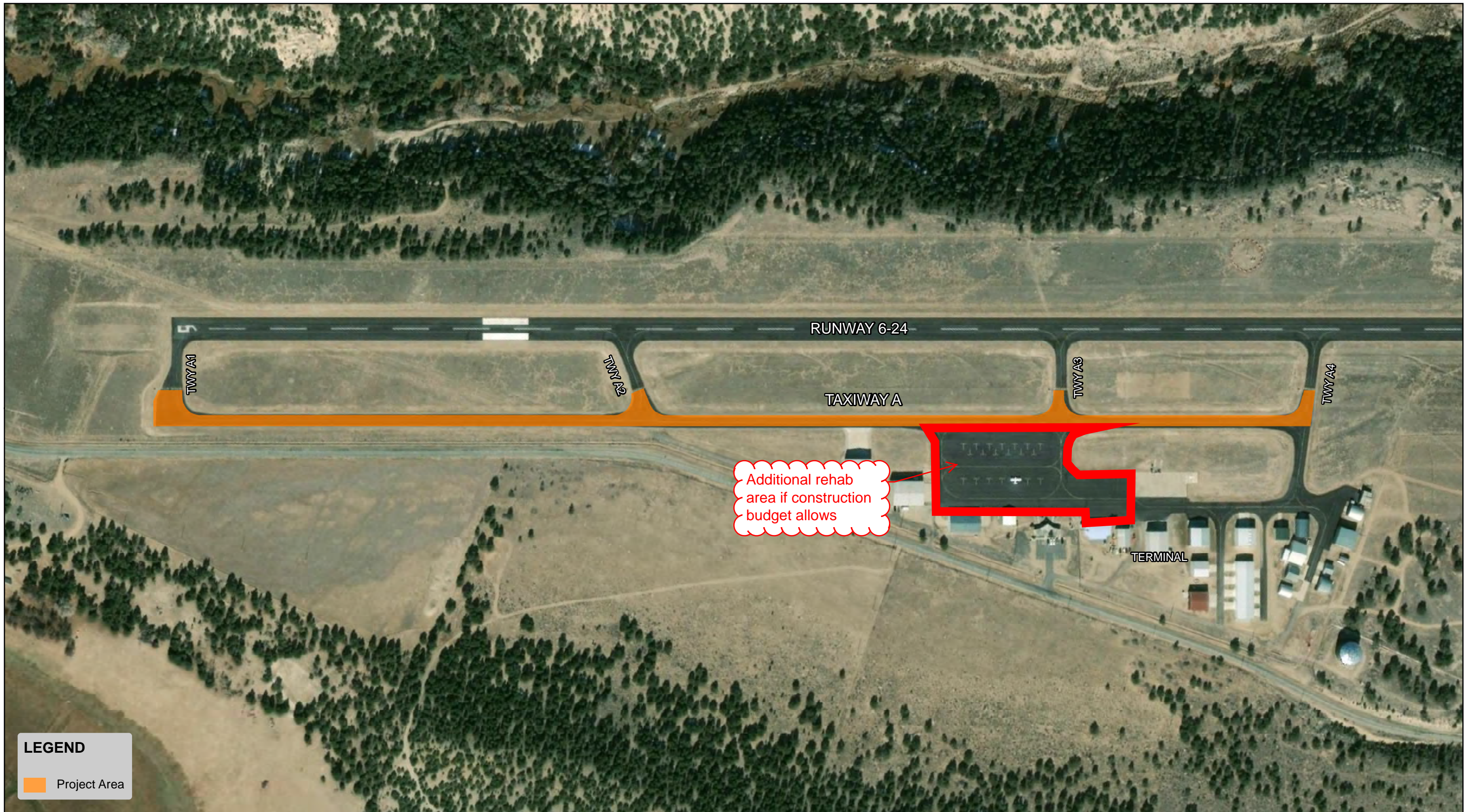


ANK TW A REHABILITATION PRELIMINARY COST ESTIMATE BASE BID (Schedule I)					
LINE No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
CIVIL					
1	Mobilization and Quality Control	1	LS	\$50,000.00	\$50,000.00
2	Sawcut and Remove Existing AC Pavement	600	SY	\$15.00	\$9,000.00
3	Earthwork	1	LS	\$50,000.00	\$50,000.00
4	Crushed Aggregate Base Course (8-inch depth)	1,000	SY	\$26.00	\$26,000.00
5	Aggregate Base Course (14-inch depth)	1,000	SY	\$32.00	\$32,000.00
6	AC Pavement (4-inch depth)	1,000	SY	\$48.00	\$48,000.00
7	Crack Seal (0 - 1/2 inch)	2,500	LF	\$1.00	\$2,500.00
8	Crack Seal (1/2 - 1-1/2 inches)	1,000	LF	\$2.00	\$2,000.00
9	Gap Seal (1-1/2 inches +)	850	LF	\$10.00	\$8,500.00
10	Seal Coat	20,800	SY	\$2.00	\$41,600.00
11	Pavement Markings	2,000	SF	\$4.00	\$8,000.00
CONSTRUCTION SUBTOTAL					\$277,600.00
Unknown Items					\$5,000.00
CONSTRUCTION TOTAL					\$282,600.00
Engineering and Construction Management					\$193,559.00
Airport/County Admin					\$15,000.00
PROJECT TOTAL					\$491,159.00


Harriet Alexander Field - Salida Airport



ANK APRON REHABILITATION PRELIMINARY COST ESTIMATE ADD ALT No. 1 (Schedule II)					
LINE No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
CIVIL					
1	Crack Seal (0 - 1/2 inch)	1,000	LF	\$1.00	\$1,000.00
2	Crack Seal (1/2 - 1-1/2 inches)	500	LF	\$2.00	\$1,000.00
3	Seal Coat	22,800	SY	\$2.00	\$45,600.00
4	Pavement Markings	1,000	SF	\$2.50	\$2,500.00
CONSTRUCTION SUBTOTAL					\$50,100.00
PROJECT TOTAL (TW and Apron)					\$541,259.00



LEGEND


 Project Area



SALIDA AIRPORT
HARRIET ALEXANDER FIELD

**HARRIET ALEXANDER FIELD (ANK)
TAXIWAY A REHABILITATION
AIP 3-08-0049-18-2020**

0 200 400 800 Feet



Date: 12/12/2019



Dibble
Engineering



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. Consent Agenda – 2.f.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Approval of Engineering Agreement – Harriet Alexander Field – Zoning Overlay

BACKGROUND:

The City of Salida, in conjunction with Chaffee County, must continue to ensure that the taxiway and flight patterns from Harriet Alexander Field remain compliant with Federal Aviation Administration (FAA) regulations through the Airport Board. The attached contract would engage the services of Dibble Engineering to complete the engineering and public scoping work to update the current Chaffee County Land Use Code regarding the Airport Overlay District. From the Scope of Work: “The Code will be updated to more adequately address and protect the airspace in the vicinity of the Airport and to comply with Federal grant assurances.”

FISCAL NOTE:

The City’s half of the \$13,977.00 would be \$6,988.50, which can be accommodated in the Airport’s 2020 budget request that was approved by the City Council.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the contract agreement with Dibble Engineering for the Airport Overlay District update.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the Consent Agenda, followed by a second and a roll call vote.

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

**Harriet Alexander Field – Salida Airport On-Call Contract
Task 02 – Land Use Code Update**

This Agreement, entered into as of this ____ day of _____, 2020, by and between:

CITY OF SALIDA and CHAFFEE COUNTY

hereinafter also referred to as the
Sponsor

Harriet Alexander Field - Salida Airport

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

hereinafter also referred to
as the **Sponsor**

AND:

DIBBLE ENGINEERING

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

hereinafter also referred to
as the **Consultant**

For the purpose of the Sponsor to retain the Consultant to provide professional airport consulting services for the Harriet Alexander Field - Salida Airport, including, but not necessarily limited to: updating the current Chaffee County Land Use Code – Section 7.7.2 Airport Overlay District. The Code will be updated to more adequately address and protect the airspace in the vicinity of the Airport and to comply with Federal grant assurances.

The Sponsor and Consultant hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

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

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, and other Sponsoring agencies such as the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics Division, the services generally outlined below and as fully detailed in Exhibit A: Updating the current Chaffee County

Land Use Code – Section 7.7.2 Airport Overlay District. The Code will be updated to more adequately address and protect the airspace in the vicinity of the Airport and to comply with Federal grant assurances.

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

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

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

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

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

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

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

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

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

- (a) Compensation for services authorized by the Sponsor for this Task shall be based on the hours and rates contained the proposal provided in **Exhibit A**, after FAA has provided concurrence. Hourly rates are based on the established Master Contract billing rate for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the Sponsor beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the Sponsor. For reimbursable travel expenses under a federal grant, the expenses will comply with the federal travel policy rates.

2.2 **Method of Payment.** The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that he has performed the services and is entitled to the amount requisitioned under the terms of this Agreement, and after the FAA Grant for design and construction of this Task 01 Project has been received and accepted by the County.

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

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

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

Chaffee County Administrator
PO Box 699
Salida, CO 81201.

2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices thirty (30) days after the FAA Grant for design and construction of this Task 01 Project has been received and accepted by the County. At no time will payment of requisitions exceed thirty (30) days from the date of Sponsor's receipt of the invoice without notification to the Consultant, however, for services eligible

for federal funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at such time as the necessary funds are received by the Sponsor pursuant to federal grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Consulting costs for no more than sixty (60) days to minimize interest overheads. It is also expressly understood that the Sponsor has the right to withhold payment on any invoice if Sponsor feels that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, the Sponsor must provide written notifications and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

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

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

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

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

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

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

ARTICLE 5 - ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE SIX - SUSPENSION OF WORK

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

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or

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

ARTICLE SEVEN - INSURANCE

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

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

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

ARTICLE EIGHT – STANDARD OF CARE AND INDEMNIFICATION

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

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

ARTICLE NINE - INTERESTS AND BENEFITS

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

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

ARTICLE TEN - ASSIGNMENT

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

ARTICLE ELEVEN - MISCELLANEOUS

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

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

11.3 **Work By Illegal Aliens Prohibited.**

- a. Consultant shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor who fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- b. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or Department Program.
- c. Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Contract is in effect.
- d. If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Consultant shall be required to:

- i. notify the subcontractor and Sponsor within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien (“Notice”); and
 - ii. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
 - f. If Consultant violates this Paragraph, Sponsor may terminate this Contract for breach of contract. If this Contract is so terminated, Consultant shall be liable for actual and consequential damages to County arising out of said violation.

11.4 **Certification Regarding Employing or Contracting with an Illegal Alien.** If Consultant has any employees or subcontractors, Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under the Contract.

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

- a. the aggregate value of things received from a single source does not exceed \$59/calendar year;
or
- b. the County employee/elected official gave the donor consideration of equal or greater value;
or
- c. an enumerated exception applies.

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

- a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
- b. Consultant shall comply with all requirement of 23 CFR Part 172 and 23 CFR 172.5 and with any procedures implementing those requirements as provided by the State of Colorado (the “State”)

- c. Contractor shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

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

11.8 **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

11.9 **Survival.** All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.

11.10 **Waiver.** Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

11.11 **Third Party Beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to Sponsor and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person, except the State of Colorado, the FAA and any other applicable state or federal regulatory agency. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

11.12 **Authority.** Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.

11.13 **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

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

FOR THE Consultant

FOR THE Sponsor

Dibble Engineering

City of Salida

By: _____
Jared Bass, PE
Vice President

By: _____
Name

Date: _____

Title

Date: _____

Notice Address:

CHAFFEE COUNTY

Board of Commissioners of Chaffee County

By:  _____
Acting Chairman

Date: _____

Notice Address:

Attention: County Attorney

P.O. Box 699 _____

Salida, Colorado 81201 _____

Fax: 719.539.7442 _____

EXHIBIT A

***Dibble Task 02: Chafee County Land Use Code Update
Planning Services Proposal***

Exhibit A
SCOPE OF WORK
Chafee County Land Use Code Update
Harriet Alexander Field (Salida Airport)

Introduction

Dibble Engineering (Dibble or the Engineer) has been requested by the Salida Airport (ANK or Airport) to review and provide recommended narrative and drawings to **Section 7.7.2 Airport Overlay District** to Chafee County Land Use Code, as amended. The current Chafee County Land Use Code - Airport Overlay District should be revised and updated to more adequately address and protect the airspace in the vicinity of the Airport and to comply with Federal grant assurances.

This proposal is based on the following: completing the update within approximate 3-months from receipt of a written notice to proceed.

The following is the anticipated Scope of Work.

1) General:

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

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

2) Airport Overlay District Update

- a) Dibble will conduct an initial conference call with the Airport/County to discuss the goals and objectives of the land use plan and establish target allowable densities in the vicinity of the airport. This scope of work includes the preparation of two draft and one final set of drawings and narratives and attendance at one project meeting.

A Compatible Land Use and Height Restriction Zoning Ordinance and Drawings will be developed specifically for the existing and planned airport configuration depicted on the approved Airport Layout Plan (ALP). A series of draft drawings and narratives will be prepared and submitted for review by the Airport, FAA and implementation by the County.

Dibble will attend one meeting in Chafee County to present the Airport Overlay District to the County and address any questions or comments before finalizing.

Tasks included in the project are:

- Develop Compatible Land Use Table and Densities
- Prepare 1st Draft Land Use Zoning & Height Restriction Drawings
- Prepare 1st Draft Zoning Ordinance Narrative
- Attend one Project Meeting with Airport/County
- Prepare 2nd Draft Land Use Zoning & Height Restriction Drawings
- Prepare 2nd Draft Zoning Ordinance Narrative
- Prepare Final Land Use Zoning & Height Restriction Drawings
- Prepare Final Zoning Ordinance Narrative

3) Project Deliverables

- a) Dibble will submit the draft Land Use Code Update and drawings to the Airport for review.
- b) Dibble will incorporate comments received on the draft Land Use Code Update and drawings as applicable and produce the final Land Use Code Update for the Airport.

4) Schedule

- a) It is anticipated that the (first and second) draft Land Use Code Update will be completed and submitted to the Airport 45 days after receipt of a written Notice to Proceed. The final Land Use Code Update will be completed and submitted 14 days after receiving final comments from the Airport/County. It is anticipated the update will take approximately 3-months to complete including Airport, FAA and County reviews.

5) Exclusions to this Scope of Work:

- a) None.

Attachment: None

End of Scope of Work

Firm: Dibble Engineering

Project: **Chafee County Land Use Code Update**
Airport Overlay District
Harriet Alexander Field (Salida Airport)

Date: 2/25/2020



Contract Number:

Project Number:

Task Number: 2

Amendment Number: n/a

Summary

Dibble

A. PLANNING SERVICES

1. Planning Services

	Fee	Type	
1 Dibble Fee	\$13,112.00	Lump Sum	\$13,112.00
2 Direct Expenses	\$865.00	Lump Sum	\$865.00

TOTAL..... **\$13,977.00**

Firm: Dibble Engineering

Contract Number: 0

Project: Chafee County Land Use Code Update
Airport Overlay District

Project Number: 0

Task Number: 2

Amendment Number: n/a

Date: 2/25/20

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

Classification	Labor hours	Billing Rates	Total Costs
1 Principal	4	\$287.00	\$1,148.00
2 Senior Project Manager	19	\$226.00	\$4,294.00
4 Senior Engineer	0	\$184.00	\$0.00
5 Senior Planner	26	\$200.00	\$5,200.00
6 Senior Designer	16	\$139.00	\$2,224.00
7 Admin Assistant	3	\$82.00	\$246.00

Total 68 hrs

e. Total Basic Fee..... \$13,112.00

ALLOWANCE FOR DIRECT COSTS AND SUBCONSULTANTS

Item	Cost
1 Direct Expenses (Dibble).....	\$ 865.00 LS

f. Sub-Total Allowances for Direct Costs..... \$865.00

TOTAL FEE

h. Total Estimated Cost to Consultant...(e. + f.) \$13,977.00

Firm: Dibble Engineering	Contract Number: 0
Project: Chafee County Land Use Code Update Airport Overlay District	Project Number: 0 Task Number: 2 Amendment Number: n/a
Date: 2/25/2020	

ESTIMATED MANHOURS									
TASK	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR ENGINEER	SENIOR PLANNER	SENIOR DESIGNER	ADMIN ASSISTANT			TOTAL HOURS
1.a Project Management and Administration	2	4							6
2.a Gather existing land use information		1		3					4
2.a Develop compatible land use tables and densities		1		3					4
2.a Prepare 1st draft land use and zoning drawings		1		4	10				15
2.a Prepare 1st draft zoning ordinance narrative		2		6		1			9
2.a Attend one Project Meeting with Airport/County		4							4
2.a Prepare 2nd draft land use and zoning drawings		1		2	4				7
2.a Prepare 2nd draft zoning ordinance narrative		2		4		1			7
2.a Prepare final land use zoning drawings	1	1		2	2				6
2.a Prepare final zoning ordinance narrative	1	2		2		1			6
TOTALS	4	19	0	26	16	3	0	0	68

Firm:	Dibble Engineering	Contract Number:	0
Project:	Chafee County Land Use Code Update Airport Overlay District	Project Number:	0
Date:	2/25/2020	Task Number:	2
		Amendment Number:	n/a

ESTIMATED ALLOWANCE FOR DIRECT COSTS

2. DIRECT EXPENSES

PLANNING PHASE

a.	Plane ticket	\$525.00 Per flight	\$525
	Rental Car	\$85.00 Per day	\$85
	Lodging	\$180.00 Per night	\$180
	Fuel for Rental Car	\$75.00 Per trip	\$75

DESIGN PHASE TOTAL \$865

PROCLAMATION

IN HONOR OF THE 100TH ANNIVERSARY OF THE LEAGUE OF WOMEN VOTERS OF THE UNITED STATES

Whereas, the League of Women Voters was founded in 1920 as a “mighty political experiment” by suffragist, Carrie Chapman Cat at the National American Women Suffrage Association, and

Whereas, their goal was to help the 20 million women who were guaranteed the right to vote by the 19th amendment understand and carry out their new responsibility as voters, and

Whereas, with the success of this effort and tireless efforts over the last 100 years to strengthen and uphold its mission to empower voters and defend democracy the League has become a trusted non-partisan organization, and

Whereas, the League has sponsored legislation to protect and strengthen voting rights, free and fair elections, health, civil rights, the environment, social welfare, campaign finance, climate change and civil liberties, and

Whereas, the League has consistently been noted for its nonpartisan election information, including sponsorship of candidate forums and information on state and local ballot issues, as well as the League’s commitment to register, educate and mobilize voters, and

Whereas, the League believes that active and engaged citizens, irrespective of gender, ethnicity or political affiliation are the hall mark of democracy and champions government systems that are open, transparent, inclusive and equitable

Now therefore be it resolved by the City of Salida we hereby congratulate the League of Women Voters 100th anniversary and commend the League for its significant contributions to empowering voters and making democracy work.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 5.a.	ORIGINATING DEPARTMENT: Finance Department	PRESENTED BY: Aimee Tihonovich
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ITEM:

Ordinance 2020-04 An Ordinance of the City Council for the City of Salida, Colorado, Amending Chapter 2 of the Salida Municipal Code Concerning the outdated Requirement for Personal Surety and Performance Bonds

BACKGROUND:

Colorado House Bill 18-1140, entitled “Concerning public official personal surety bonds, and, in connection therewith, repealing obsolete provisions and authorizing the purchase of insurance in lieu of public official personal surety bonds,” removed the obligation of local public officials to provide a personal surety bond and authorized all public entities to purchase insurance in lieu of a public official personal surety bond previously required by state statute.

In light of this recent state legislation, City staff, including Finance, Administration and Legal, along with Colorado Intergovernmental Risk Sharing Agency (CIRSA) have determined that adding crime coverage to the City’s policy is sufficient for the City of Salida’s purposes. CIRSA has already added such coverage to the City’s policy.

FISCAL NOTE:

None.

STAFF RECOMMENDATION:

City staff recommends Council now update the outdated portion of the Code in section 2-3-30 which references the issuance of bonds required of City officers. City staff also recommends amending section 2-5-60, which requires the Court Clerk to give a performance bond of \$2,000. For at least the past many years, City Council had waived this requirement, as was permitted by the Code.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Ordinance 2020-04 on second reading and roll call vote.

ORDINANCE NO. 04
(Series of 2020)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING CHAPTER 2 OF THE SALIDA MUNICIPAL
CODE CONCERNING THE OUTDATED REQUIREMENT FOR
PERSONAL SURETY AND PERFORMANCE BONDS**

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

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

WHEREAS, pursuant to this authority, the City has previously adopted certain regulations concerning administration and personnel in Chapter 2 of the Salida Municipal Code (“Code”); and

WHEREAS, Colorado House Bill 18-1140 removed the obligation of local public officials to provide a personal surety bond and authorized all public entities to purchase insurance in lieu of a public official personal surety bond previously required by state statute; and

WHEREAS, City staff, along with Colorado Intergovernmental Risk Sharing Agency (CIRSA) have determined that crime coverage will be sufficient for the City of Salida’s purposes and has therefore added such coverage to its policy; and

WHEREAS, the Council now finds it in the best interests of the community and its citizens to amend Chapter 2 of the Salida Municipal Code to remove the outdated requirement for public official personal surety bonds, as well as to remove the requirement that the court clerk obtain a performance bond.

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

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

Section 2. Section 2-3-30 of the Salida Municipal Code, concerning oath of office and bond, is hereby amended to read as follows:

Sec. 2-3-30. - Oath of office; ~~bond.~~

- (a) When required by the City Council, each officer or employee, before entering upon the duties of his or her office, shall take and subscribe to an oath to support the Constitutions and laws of the United States and the State and the ordinances of the City.

~~(b) In all cases where, by law, ordinance or resolution of the City Council, a bond is required of any such officer, he or she shall make and execute to the City a bond in such sum as is required, to be approved by the City Council, conditioned upon the faithful performance of all duties pertaining to such office, the proper care of all money or property of the City coming into his or her hands and the proper accounting for or delivery of the same.~~

Section 3. Section 2-5-60 of the Salida Municipal Code, concerning the Court Clerk, is hereby amended to read as follows:

Sec. 2-5-60. - Court Clerk.

- (a) The City Council shall establish the position of Court Clerk.
- (b) The Court Clerk shall be appointed by the presiding Municipal Judge and shall have such duties as are delegated to them by law, court rule, or the presiding Municipal Judge.
- (c) The City Council shall provide by ordinance for the salary of the Court Clerk. Such salary shall be a fixed annual compensation and payable on a monthly or other periodic basis.
- ~~(d) The Court Clerk shall give a performance bond in the sum of two thousand dollars (\$2,000.00), or in such amount as may be set by ordinance, to the City. The performance bond shall be approved by the City Council and be conditioned upon the faithful performance of their duties, and for the faithful accounting for, and payment of, all funds deposited with or received by the court. The City Council may waive the bond required by this section.~~

Section 4. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 18th day of February, 2020 and set for second reading and public hearing on the 3rd day of March, 2020

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the _____ day of _____, 2020.

CITY OF SALIDA

By:

Mayor P.T. Wood

ATTEST:

(SEAL)

Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 21st day of February, 2020, and **BY TITLE ONLY, OR IN FULL**, after Final Adoption on the ____ day of _____, 2020.

By: _____
Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting: March 3, 2020

AGENDA ITEM NO. 6.a.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
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ITEM:

Resolution 2020-09 – Possible Citizen Appointments to the Planning Commission

BACKGROUND:

The Commission is made up of seven regular members and two alternate members. On February 3, 2020 the City Council moved Johann “Kit” Steimle to a regular position; and appointed new members Judith Dockery and Michelle Walker to a regular and alternate seat respectively. Since then alternate member Linda Eiler has resigned due to changes in her work schedule. Dori Denning’s term expires in March. She requests to continue her excellent service to planning Salida. The current makeup of the Commission is:

<u>Member</u>	<u>Term Expires</u>	
Greg Follet, Chair	06/07/2020	
Francie Bomer, Vice Chair	04/21/2023	
Dori Denning	03/21/2020	Reappointment
Johann Steimle	11/07/2021	
Judith Dockery	04/21/2023	
Giff Kriebel	01/01/2023	
Douglas Mendelson	06/03/2022	
Linda Eiler, Alternate	03/21/2020	Vacant
Michelle Walker, Alternate	06/07/2020	

The City Council interviewed five candidates at the Monday, February 3 work session. Two qualified applicants remain from this pool: Adam Martinez and Matthew Chambers. Their applications are attached.

SUGGESTED MOTIONS:

A Council person should make a motion “to approve Resolution No. 2020-04 a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Planning Commission:

1. Reappoint Dori Denning to a regular member term to expire March 21, 2024.
2. Appoint _____, as an alternate member term to expire March 21, 2024.

Attachments

Adam Martinez Application
Matthew Chambers Application

CITY OF SALIDA, COLORADO
RESOLUTION NO. 09
(Series of 2020)

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

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

WHEREAS, there is a alternate member position vacant; and a request from a regular member to be reappointed; and

WHEREAS, Council has interviewed candidates for vacant positions on February 4, 2020; and

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

WHEREAS, in accordance with Section 2-7-10 of the Salida Municipal Code (“SMC”), the City Council shall confirm the appointments by majority vote.

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

1. The City Council hereby reappoints Dori Denning to a regular member position, term to expire March 21, 2024.
2. The City Council hereby appoints _____ to an alternate member position, term to expire March 21, 2024.

RESOLVED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

CITY OF SALIDA, COLORADO

By

Mayor PT Wood

[SEAL]
ATTEST:

City Clerk



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

DATE 1-10-20
NAME adam martinez
ADDRESS p.o. box 791
CITY salida STATE colorado ZIP 81201
TELEPHONE # (home) 719-539-6059 (work) 719-539-2580
(cell) 719-207-0183
FAX # _____ E-MAIL adambmartinez991@gmail.com

APPLYING FOR:

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

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

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

i have lived in salida for 30 years and i went to school at salida high school and graduated in 1996 and i studied american goverment i have always during my tenure in salida have wanted to serve in city goverment i learned at a young age politics and city government from my grand father noah maes and my long time friend gerry berry who used to be in city government and i have passionate but serving my city and i love salida and how it is improving under the new council and i care about growth and development in salida bringing more jobs into salida and i care about the direction this town is going i listen to all the city and planning commion meets on tv and you tube

PERSONAL AND JOB RELATED INTERESTS:

i would like to serve the city of salida so i can improve our city in alot of ways i would like to be a good asset to the city of salida and bring my thoughts and ideas to the planning commission and work on planning and zoning issues along with affordable housing listening to thoughts from other members and make fair decisions and policy's to make citizens feel like their voices have been heard at all levels studying the issues and taking time to learn the issues before making a decision listening to imput from other members and the public and working with the city council and the city adminisration and working for the commuity to make it a better place to live and work and stepping up to the plate and serving my commuity and having an imput and have worked at wal-mart, safeways, mcdonalds, dominos, and at sonic. and my mom donna served in the school board. she was on there for 10 years and i would like to bring all that to the table and would like to be chosen to serve

REASONS FOR APPLYING:

I want to serve the city of salida and i have been always intrested in city poltics and politics in general i keep up with city poltics and watch all of the city meetings and planning commission meetings and i want looking in ways to help my city and give back to the city and serving in office

Thank you for applying. Salida City Council

Please return the completed application to:

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



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

DATE 1/16/20
NAME Matthew Chambers
ADDRESS 546 F ST
CITY Salida STATE CO ZIP 81201
TELEPHONE # (home) 512-393-9910 (work) " "
(cell) " "
FAX # _____ E-MAIL chamberscontractors@gmail.com

APPLYING FOR:

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

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

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

• served on ZBOA with City of San Marcos, TX
• served on Construction board " "
• currently work with Colorado Summit Realty as an associate broker
• study town planning

PERSONAL AND JOB RELATED INTERESTS:

• American Planning Association: former member
- study principals of Congress for
New Urbanism and smart growth

REASONS FOR APPLYING:

• enjoy and want to be on
a board that has impact and
influence on the town
development of Salida

Thank you for applying. Salida City Council

Please return the completed application to:

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

MATTHEW CHAMBERS

546 F St, Salida, CO 81201 | 512-393-9910 | chamberscontractors@gmail.com

EDUCATION

Bachelor of Arts | University of Texas at Austin | May 2003

Major in English Literature and Minors in Photography, Geography, and Business

Master of Applied Geography | Texas State University | May 2007

Master of Geography

WORK EXPERIENCE

Chambers Contractors LLC

Owner Operator | 10/2009 – 12/2016

Operated affordable housing development business.

Community Action Inc.

Adult Educator | 8/2009 – 3/2014

Taught GED classes to adults ranging in ages from 17 to 70.

BOARD MEMBERSHIP

Zoning Board of Adjustments, City of San Marcos

Board Member | 2011 – 2016 | Vice-Chairman 2015-2016

Construction Board, City of San Marcos

Board Member | 2011 – 2016

PROFESSIONAL MEMBERSHIPS | LICENSES | HONORS

American Planning Association

Congress for New Urbanism

International Code Council - Residential Building Contractor License

Eagle Scout – Boy Scouts of America



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 6.b.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Resolution 2020-10 – Adopting a Civility Invocation

BACKGROUND:

Per direction from City Council, staff received the most recent version of a civility invocation as prepared by participants in the Salida community. Staff has incorporated the invocation into the attached Resolution for your review and consideration. This item is neither a legal or legislative matter, and the City Council has the ability to adopt statements as it sees fit.

FISCAL NOTE:

None.

STAFF RECOMMENDATION:

None.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Resolution 2020-10, Adopting a Civility Invocation, followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION 2020-10
(Series of 2020)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
ADOPTING A CIVILITY INVOCATION**

WHEREAS, citizens of the City of Salida have approached the City Council numerous times to encourage engaging in civil discourse necessary for a thriving community; and

WHEREAS, the Salida City Council desires to conduct its business and governance with civility towards participants in its regular meetings and to provide an example of conduct that supports engagement; and

WHEREAS, the Salida City Council encourages lively and passionate debate that provokes thoughtful and inclusive decision-making, without actions or words that limit or discourage participation; and

WHEREAS, the City Council of the City of Salida desires to officially confirm an invocation for recitation to inspire civil discourse at its regular meetings.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council will recite the following as part of its regular meetings:

We are here working together to create a thriving community. In the interest of safe and effective communication, the Salida City Council asks that you consider these guidelines for speaking in Council Chambers:

- 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.

RESOLVED, APPROVED, AND ADOPTED this 3rd day March, 2020.

CITY OF SALIDA, COLORADO

By

P.T. Wood, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 6.c.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Request for Funding – Greater Arkansas River Nature Association (GARNA) – Recycling Resources Economic Opportunity (RREO) Fund Grant Application

BACKGROUND:

As discussed at the last regular meeting of the Salida City Council, GARNA has applied to the RREO Fund to receive a grant to look at waste diversion in Chaffee County, including existing recycling sites and potential future opportunities to increase waste diversion out of the landfill. Attached is a description of the scope of work that GARNA used in its application to RREO.

FISCAL NOTE:

\$3,000. This item was not budgeted for in the 2020 Annual Budget; however, adequate reserves exist in both the General Fund and Economic Development Fund to accommodate this request. Staff will monitor expenditures in all funds to determine if a budget amendment is necessary towards the end of 2020.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve an expenditure of \$3,000 in matching funds to support GARNA's RREO grant application.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve an expenditure of \$3,000 to the Greater Arkansas River Nature Association to provide matching funds for the Recycling Resources Economic Opportunity Fund grant application, followed by a second and a roll call vote.

From: [GARNA](#)
To: ["Drew Nelson"](#); ["Bob Christiansen"](#); dshort@chaffeecounty.org; ["Brian Berger"](#); ["Phillip Puckett"](#)
Cc: ["Joseph Teipel"](#); ["Erica Gift"](#)
Subject: GARNA CDPHE-RREO Letter and budget
Date: Thursday, February 20, 2020 7:26:24 PM
Attachments: [GARNA_RREO_LOS_Template.docx](#)

Hi Everyone,

Thanks again for your time today. I've attached a draft Letter of Support, with the yellow highlighted sections marked for your organization's input. I've also included a draft budget here with suggestions (only) for a match. Please let me know if you have comments or questions, and know that I so appreciate your consideration for this project, and working with me on the tight timeline (proposal deadline is 3 pm on Wednesday, Feb. 26).

Colorado Dept. of Public Health and Environment Expanded Waste Audit Budget:

-

Expense

Dr. Erica Wohldmann-Gift (2 days/week @ \$37.50/hour for 50 weeks)	\$30,000
GARNA Staff: Project Assistant (4 days/week @\$18.50/hour for 50 weeks)	\$29,600
GARNA Executive Director (100 hours @ \$40/hour)	\$4,000
Fringe Benefits (@ 8% of staffing costs)	\$4,794
Elements Mountain Compost Materials (sturdy bins)	\$10,000
Waste Audit Supplies (gloves, aprons, masks, etc.)	\$500
Mileage (\$.57.5/mile)	\$1,000
Printing (signage, posters, educational and recruitment materials, etc.)	\$3,000
GARNA Administrative and Overhead (@ 5% of project costs)	\$4,000
Total Expense	\$86,894

Income

CDPHE-RREO	
\$64,894	
Chaffee County Community Foundation	\$10,000
Chaffee County	\$5,000
City of Salida	\$3,000
Town of Buena Vista	\$2,000
Town of Poncha Springs	\$1,000
GARNA Fundraising	
\$1,000	
Total Income	
\$86,894	

Sincerely,

Dominique Naccarato

Executive Director
Greater Arkansas River Nature Association (GARNA)



Nature centered. Community Driven

GARNA.org

719-539-5106

Project Title

Waste Diversion in a Rural County: Using Data to Drive Community Engagement and Planning

Executive Summary (max. 300 words; current 300)

Provide a general overview of the proposed grant project. Keep this paragraph free of proprietary information as awarded projects will have their executive summaries posted on the department's website. At minimum, the executive summary must address the following:

- a. Define the problem or issue that this project will address.
- b. Provide an overview of the project's goal and key objectives.
- c. Explain why the project is beneficial to the State of Colorado.
- d. Summarize how grant funds will be allocated.

Since 2010, the Chaffee County population has increased 12.6%, making it the 13th fastest growing county in Colorado. In addition to new residents, Chaffee has been incredibly successful at attracting tourists. The Sawatch Range experiences the highest fourteener use in Colorado, and festivals such as FIBark and Seven Peaks draw 20,000+ people combined.

Growth brings vitality and economic opportunities to the rural county, but it also puts pressure on the sensitive ecological landscape that draws people to Chaffee. As such, waste management is a priority, and the 2020 revision of the County's Comprehensive Plan has inspired community stakeholders to establish diversion goals and strategies.

Like most Colorado counties, Chaffee does not collect diversion data, but in 2017 (funded by RREO) the Upper Arkansas Area Council of Governments (UAACOG) conducted a Regional Waste Optimization Study of four rural counties, including Chaffee. Although it provided preliminary estimates and recommendations, the study was extremely limited. Only three samples of waste were assessed in Chaffee (Salida only). Our project builds on the UAACOG study and expands the portfolio of existing county-wide waste-reduction programs at Greater Arkansas River Nature Association (GARNA). Funds will support new staff, multiple county-wide waste audits, volunteer and leadership programs, community education/outreach, and enhancements with GARNA's community partner Elements Mountain Compost (EMC).

A representative waste diversion study will be conducted over several months, and community-focused waste-reduction strategies will be generated, codified in the County's forthcoming Sustainability Plan, and shared broadly with local and state-wide partners. Educating youth leaders and volunteers will help sustain future waste audits, help expand composting efforts, and engage the community. Events focused on waste-to-product entrepreneurial opportunities, zero waste principles, and community resilience will be offered. The ultimate project goal is to help Chaffee serve as a model for other rural/mountain counties aspiring to meet/exceed state diversion goals.

Experience and Qualifications (max. 750 words; current 672)

- a. Describe the relevant industry experience of key project staff, including how their experience will directly contribute to the project. How long have key project staff been active in the industry? Staff resumes must be uploaded in the section below.
- b. Briefly summarize at least one other project that key project staff have been involved with that has focused on waste diversion. What was the outcome of that project?
- c. If the applicant is part of the regulated community, describe what action(s) will be taken to ensure the project meets all applicable state and local permitting and regulatory requirements.
- d. Discuss the status of any environmental compliance issues that the applicant has with the Department, the U.S. Environmental Protection Agency, and/or a local governing body. Does the applicant have any pending litigation or contingency liabilities, even if the compliance issues are not directly related to the proposed project? If yes, explain. Note: Refer to the Request for Applications document, Section III.B "Compliance" for additional guidance and resources.
- e. If applicable, address the nature of any previous OSHA inspections, explain any citations issued by OSHA, and describe how those citations have been addressed.

Dominique Naccarato is the Executive Director of the Greater Arkansas River Nature Association (GARNA) and has served in that role for two years, with over seven years at the organization. Dominique holds a Bachelor's degree in Molecular, Cellular and Developmental Biology from the University of Colorado at Boulder, and completed her Masters in Environmental Management (MEM) degree at Western Colorado University in 2016. While completing her MEM degree, Dominique participated in the creation of a zero waste toolkit for the university (<https://zerowastewestern.weebly.com/roadmap-to-zw-at-western.html>) which involved waste audits and recommendations for waste diversion. The toolkit has been used by MEM students each year since, to further zero waste initiatives at Western.

Dr. Erica Wohldmann-Gift (Project Manager) earned a joint Ph.D. from CU, Boulder in Cognitive Science and Psychology and studies factors that influence pro-environmental/pro-health behaviors. She has received numerous grants to examine effective messaging (including CBSM) for changing behavior. Dr. Wohldmann-Gift has also led and participated in annual waste audits with students, staff, and faculty at California State University, Northridge (CSUN) for the past 10 years, the results of which led to physical changes in bin placement, the development of waste reduction goals for a 10-year Sustainability Plan, and provided background research for a recently implemented campus-wide Zero-Waste Plan (<https://www.csun.edu/sustainability/waste-and-materials-management>). During her time as Director for the CSUN Institute for Sustainability, she served on Waste and Materials Management Working Group, which was charged with establishing waste reduction goals and carrying out related initiatives for the 40,000-person urban campus. Some examples of projects she led include: initiating a campus-wide ban on single-use plastic dining-ware in favor of compostable materials; compiling and analyzing all purchasing data for a 3-year period to determine the extent to which recyclable materials were being sourced; working with the Purchasing Department to change campus-wide purchasing policies to align with sustainability goals; shifting the on-campus composting program to an off-campus program so that the university could expand the program from only pre-consumer kitchen waste to all pre- and post-consumer waste (including bioplastics).

Julie Mach is the owner and operator of Elements Mountain Compost (EMC, established in 2014), and runs all aspects of the business including collection of

compostable materials, sifting and bagging, education, sales and administration. EMC is committed to food and yard waste diversion and offers affordable and convenient composting services, as well as high-quality compost to amend soil. This closed-loop approach supports Chaffee's waste reduction goals while supporting local agriculture in the rural community. Julie also has over 10 years of non-profit management experience in the environmental conservation field including financial management, grant and contract development, staff supervision, logistics, fleet management, project coordination, government relations, advocacy, and more.

GARNA has many established community partners, including the Chaffee County Economic Development Corporation (CCEDC), a local organization that enables and empowers business development throughout the County. GARNA will collaborate with the CCEDC to host and promote community and regional events focused on waste-to-product entrepreneurial opportunities, among others.

The staff assistant position at GARNA is essential for the success of this project. The assistant will work with the ED and the Project Manager to coordinate the schedule for all waste audits, help recruit and oversee all project volunteers, and provide support for all activities related to community education and outreach, including the development of new outreach materials and editing existing materials. The staff member will also support and attend all local educational events, including all entrepreneurial workshops, and attend state-wide conferences to learn and share details about our program. The staff assistant will be recruited from nearby Western Colorado University's School of Environment and Sustainability.

GARNA has a 24-year history of cooperating and collaborating with local municipalities, Chaffee County, state and federal land management agencies, the UAACOG (who also participates in GARNA's membership program). In multiple cases, these agencies look to GARNA to lead and complete large projects. This proposal is fully endorsed by UAACOG.

GARNA is not part of the regulated community, has no pending litigation or contingency liabilities, and is not subject to OSHA inspections.

Infrastructure Improvement (max. 500 words; current 405)

- a. Explain how this project does one or more of the following: increases hauling capacity, reduces residual contamination of recovered materials, increases efficiency or safety, or expands end-markets. Define whether this project adds new infrastructure or if it will improve upon existing infrastructure in the community you serve.
- b. What communities will be served by this project? List counties, cities, towns, villages, homeowner's associations, pueblos, tribes, and nations.
- c. Explain which materials will be recycled, composted, reused, etc., over the course of this project and why these materials were chosen to be the focus of the project.
- d. Justify the need for this project by explaining how the new infrastructure proposed in this project will increase waste diversion or improve the quality of materials collected in your area. Provide information regarding specific socioeconomic and/or cultural factors in your community that further demonstrate a community-level need. Explain how this project will improve recycling access or

expand recycling knowledge for underserved members of your community, if applicable. If available, provide data to substantiate the need for the proposed project.

e. If applicable, describe any existing infrastructure dedicated to waste diversion in the area that is comparable to what this project proposes. Are there local service providers that offer a similar service to what this project proposes to accomplish? If so, how will this project be unique in the community or complement existing infrastructure?

f. If applicable, explain how signage will be used to clarify which materials the project will collect for recycling or composting. Consider signage needs at the collection facility and on individual containers, and how they might differ. Provide details on the signage that will be required. Refer to the Hub-and-Spoke web page for additional guidance.

This project will provide capacity-building services for establishing zero-waste programs, train youth leaders and volunteers to engage the community in sustainable waste disposal, and support county-wide efforts to establish accurate waste disposal/diversion baselines and short-term strategies and goals to improve diversion rates. In addition, because the UAACOG Study found that 32% of waste samples included organic materials such as food and yard waste, which could easily be diverted through composting, GARNA will collaborate with EMC to expand their participation rates, create effective signage, and promote volunteer workdays. GARNA will also assist with overcoming potential capacity limitations of existing infrastructure and develop ways to engage volunteers and youth.

Those directly impacted by this work include residents and business owners in the areas served by GARNA, which include three municipalities (Salida, Buena Vista, Poncha Springs) and more than a dozen Census-Designated Places and Unincorporated Communities. GARNA's work in local schools impacts youth, and offers educational, leadership, and entrepreneurial opportunities. Funding to expand EMC's composting services, which currently include 10 restaurants, the county hospital, and 40 households, could triple the number of businesses and residents that participate. EMC hopes to develop collection services for grocery stores and schools. Finally, tourists who visit Chaffee may notice changes in restaurants, shop, and at trailheads as signage and messaging around the County's sustainability efforts is enhanced.

Solid waste represents a broad challenge that affects human health and livelihoods, the environment, and prosperity. As Chaffee's rural landfill reaches capacity and the materials being recycled by our local service providers continue to decrease, the need for widespread public education on reducing, composting, recycling, and repurposing has become crucial for community resilience. This project will help address this challenge, improving community health and fostering economic development in the Upper Arkansas Valley by conducting waste audits to ensure accurate information is used to co-develop outreach strategies, curriculum, materials and training content for sustainable waste management in the communities served by GARNA.

Chaffee's median household income is 20% below Colorado's, but the median home value is 11% above the state's. Many individuals work 2-3 jobs in order to afford housing. Advancing county-wide recycling and composting, especially for the underserved community and affordable housing projects, while also promoting a refuse/reduce/reuse mentality, has the potential to alleviate poverty in this rural area by

reducing energy and waste transport costs, and by stimulating resource recovery industries such as fertilizer production through composting, glass-to-concrete opportunities, and energy recovery through biogas.

Feasibility of Successful Implementation (max. 750 words; current 638)

- a. Discuss any market research that has been completed to explain how the value of the materials that will be collected (or products produced if proposing an end-market development project) will help to financially sustain your new or existing program. Indicate that there is sufficient demand for the products diverted from the landfill or for the products that will be manufactured. Specifically, describe how this project will leverage access to local and regional markets.
- b. If proposing a project that will manufacture a new product, discuss what research and development has been done to date. What resources has the Applicant invested in the product's development? Confirm whether the concept or product is market-ready. Type N/A if this question is not applicable to this project.
- c. Describe any obstacles that may affect the outcome of the project. For example, specifically address how obstacles related to permitting, securing a facility location, market conditions/prices, access to markets, shipping delays, and/or construction delays may delay implementation. Explain your plan to overcome these obstacles if encountered.
- d. If applicable, have all parcels of land, rights-of-way, or buildings necessary for completion of this project been identified, purchased, leased, or otherwise acquired by the applicant? Have appropriate land-use permits been obtained from appropriate authorities for the project? If no, explain. Type N/A if not applicable to this project.
- e. What role will community or business partners play to not only help implement the project, but also help sustain the project long-term after the grant period ends and all grant funds have been spent? Letters of support from partners and/or from community leaders will serve as evidence of community support for this project and may be uploaded later on in this application.
- f. If any public, private, or multi-jurisdictional partnerships are created as a result of this project, what role(s) will the partners play? This is especially important for establishing a hub-and-spoke network. Specifically, how will these partnerships be utilized to promote waste diversion and recycling?
- g. Describe any long-term program plans, marketing, and/or educational activities that will be implemented to help sustain the project after the grant period ends and all grant funds have been spent. If principles of Community-Based Social Marketing (CBSM) are part of the project plan, detail the specific CBSM methods that will be integrated and explain the expected impact on the project. Describe how change will be measured and maintained over time.
- h. Justify why grant dollars are needed to implement the proposed project. Consider whether current liquid assets or loans could negate the need for a grant. If other funding sources were explored, explain why they were not feasible to fully fund the proposed project.

Many residents, developers, and businesses overspend on trash disposal, and some struggle with compliance. The UAACOG Study found 79% of the materials in their waste audit could have been diverted from disposal through typical reuse, recycling, or recovery programs. Importantly, 12% of those materials include hazardous materials such as electronic-waste, paint, motor vehicle oil, and other "harder to manage" recyclables. Those results underscore the opportunity for Chaffee to rethink the benefits and impacts of new waste diversion strategies, goals, programs and, even infrastructure.

GARNA recently received a small grant from the Chaffee County Community Foundation to obtain and analyze data from regional waste haulers, Angel of Shavano (the only recycler in the county), and the County landfill. While this information, if

available, will be useful for determining the amount of trash disposed of, waste audits are necessary for determining the type of material being disposed, how much of each could be diverted, where overspending may be occurring, and how the high volume of tourists during the summer months impact disposal/diversion rates. In addition to waste audits, which are necessary for determining baseline estimates, setting achievable reduction goals, and measuring progress towards those goals, this program will provide new staff who can train volunteers and youth leaders to sustain data collection and diversion efforts after the grant period. During the grant period, new staff will also work with the ED to develop a business model for providing contracted services to business and event producers including waste diversion expertise, event coordination, trained staff, and volunteers. These fee-based services will generate revenue that helps sustain the new staff position in future years, and will help local businesses and event coordinators identify areas of overspending while reducing their environmental impact. Some entrepreneurial workshops and events will also require a registration fee or ticket, which will also contribute to sustaining the staff position beyond the first year. GARNA is also requesting matching funds from other sources if the RREO grant is funded. Revenue generating programs will allow GARNA to provide free education aimed at helping residents save money by reducing waste.

GARNA will develop outreach materials, signage (including for EMC), and events that incorporate CBSM principles for effective long-term behavioral change. Outreach materials, for example, may include non-adhesive reusable stickers that residents who participate in recycling or composting can place on a window of their home that face the street. Public displays of individual actions have been shown to increase community action and shift social norms.

In collaborating with EMC, GARNA will assess the infrastructural capacity to increase composting participation rates, and help address barriers that arise. Some barriers could include pests, insufficient staff, smell, and contamination. Because EMC has been operating successfully since 2014, most of these barriers have already been addressed and are likely scalable in the short-term.

In addition to these efforts, GARNA will explore the potential of replicating Eagle County's Drop N' Swap program, which allows landfill users to drop-off items in working/good condition, at the same fee as disposal, that can be picked up by anyone, including businesses. This would reduce the need for residents, especially our disadvantaged community members, to purchase brand new materials, while also reducing the amount of material disposed. Challenges to this goal may include space or safety. We will also explore ways to engage our local Habitat for Humanity ReStore to support these efforts.

Success will be measured in many ways. First, determining accurate baseline data will be a huge success, as it allows us to set annual goals and develop diversion strategies. Achieving annual goals is another way to measure success. Increasing participation rates in and expanding into new locations will be a success for EMC and the community. Observing reductions in single-use plastics available at local restaurants

and businesses and increases in zero-waste events and signage are also measures of success.

Environmental Benefits (max. 500 words; current 256)

- a. Discuss the significance of the project's impact on recycling, waste diversion, and/or waste minimization. Specifically, quantify (in tons) the project's future effect on recycling, waste diversion, material reuse and/or waste minimization in the state of Colorado or in a particular region of Colorado. While historical data is helpful to establish a baseline, it is more important to estimate how many tons of each material will be diverted from the landfill in the first 12 months that the project is fully implemented. If weights are not known, use the most appropriate volume-to-weight conversion calculation as provided on the volume to weight conversion table.
- b. Discuss any additional environmental benefits that will be realized from this project such as natural resource conservation, greenhouse gas reduction, energy conservation, water usage, air quality, or other environmental indicators. If the project requires the purchase of collection vehicles, consider those that emit less pollution such as vehicles powered by alternative fuels (natural gas, biodiesel, ethanol, etc.).
- c. Discuss if or how the project addresses source reduction. If source reduction is a project goal, detail how it will be achieved.

According to the UAACOG Study, over 53% of sampled materials could have been diverted from the landfill through standard (and available) recycling programs including: 41% traditional recyclables (e.g., glass, metals, plastic, paper), 12% hazardous/special waste materials (e.g., film plastics, paint, textiles, batteries, and materials banned from landfill disposal in Colorado). An additional 26% included food, yard waste, and other compostable "green" waste. Although 79% of the materials sampled could have been diverted, the study estimated the current diversion rate to be 16%. Importantly, the audit did not examine construction waste, which can often be repurposed, and presumably accounts for a large amount of material sent to the landfill. Thus, we believe the diversion rate is lower than the UAACOG study implies.

By working with EMC, this program will significantly reduce the amount of compostable green waste that is disposed in the county landfill, and aims to prevent banned materials (e.g., e-waste) from being improperly disposed. Training local businesses and event organizers to reduce waste will also ensure valuable materials are diverted properly. The potential of replicating Eagle County's Drop N' Swap program that allows landfill users to drop-off items that still work, are in good condition, or can be re-used by someone else, would help divert building supplies that are often heavy (e.g., cabinets, tiles). Through these efforts we hope to substantially reduce the amount of recyclable, compostable, and banned and hazardous materials disposed in the landfill, as well as reduce the need for local residents to purchase new materials, which provides environmental and financial benefits.

Tonnage Calculator

Using the tool below, calculate the percent increase in waste diversion your project will realize. Enter the tonnage currently being generated through existing processes in the "Existing Total Tonnage" field below (Field A). Enter the tonnage expected to be collected by implementing this project in the "Expected Total Tonnage" field below (Field B). Estimate the expected total tonnage diverted from the landfill that will occur after the first 12 months that the project is fully implemented.

Job Creation

Quantify the number of permanent Full-Time Equivalent (FTE) positions this project will create, where one FTE equals a 40-hour per week position.

****It's 0 unless you believe the 1 staff position can be sustained...**

Socio-Economic Impact (max. 500 words; current 465)

- a. In general, explain the key economic benefits of this project. Clarify whether these benefits will impact the State of Colorado as a whole or if the benefits will be felt on a more regional or local scale.
- b. Include a position description and the pay range for each job that will be created. Differentiate between permanent jobs and non-permanent jobs.
- c. Will the jobs created pay a living wage? A living wage is defined as greater than 80% of the annual median income for one person. Refer to the US Department of Housing and Urban Development's FY2019 Individual Income Limits Areas web page to confirm whether the salary for each new job created will be above or below the low income limit for one person based on the county where this project will be located.
- d. Will any of the jobs created be targeted toward a demographic who has historically faced barriers to securing employment? Will any of the jobs created be located in rural Colorado?

Two new positions will be created in a rural Colorado county, and both offer a competitive salary that pays a living wage (i.e., 80% of the U.S. Department of Housing and Urban Development's FY2019 Recommended Individual Income of \$38,150). The Project Manager (Dr. Erica Wohldmann) will earn \$37.50 per hour and, because of funding from other projects, will work two days per week during the project period. The staff assistant will earn \$18.50 per hour and will work 5 days per week during the project period. GARNA staff will work with local property managers to help the new staff member find affordable housing if he/she is not already living in the region.

In addition, the training program aimed at empowering community members, especially youth, to conduct waste audits, acquire skills for community engagement, and create economically viable waste-to-product businesses has vast state-wide economic potential including: job creation, attracting new businesses, and reducing the cost of waste disposal and recycling, among others.

Other Economic Benefits

1. Hazardous waste reuse and recycling helps reduce the cost associated with environmental cleanup, protects scarce natural resources, and reduces our nation's reliance on raw materials and energy. According to the UAACOG Waste Optimization Regional Study, 12% of the sampled materials contained hazardous and/or special waste materials, including paint, batteries, and materials banned from landfill disposal in Colorado such as motor vehicle and electronic wastes.

2. While the UAACOG report stated elected officials and landfill staff believe there is "ample space to expand the landfill," the report also stated that Chaffee is facing a 465-ton dirt deficit, which is used as a daily top coat (6 day on;1 day cover). Diverting waste would reduce the cost of material needed for daily covers and, at the same time, increase the quantity of sellable recyclable materials.

3. In working with the County and the owner of the only existing recycler in Chaffee County, Angel of Shavano, and as confirmed by the UAACOG Study results, Angel of Shavano is struggling to continue providing recycling services. The cost of living and high transportation costs, along with fluctuating commodity prices and low participation in recycling programs, make it impossible to successfully operate without subsidies. Increasing participation rates in recycling programs could help. Of the samples taken in the UAACOG waste audits, 41% contained traditional recyclables including glass, plastics, metals, and paper. Thus, educating the community to improve waste diversion efforts is one strategy for increasing the recyclable commodities. Moreover, the UAACOG report found that, because curbside recycling poses an additional cost on trash services for residents and businesses, most people seem to utilize one of the three drop-off locations instead. This reduces the cost of recycling for Angel of Shavano because it requires users to sort glass by color, and paper and plastics by type.

Measurable Results and Outreach (max. 300 words; current 289)

- a. Describe what metrics or indicators will be used to monitor the project's progress and how these metrics will be documented. Consider metrics for both economic (jobs created, revenues generated, etc.) and environmental benefits (tons recycled, reduced miles traveled to bring material to market, etc.). Describe how these metrics, and any lessons learned, will be shared with the local community and beyond. For instance, consider sharing the results of the project with various statewide associations (e.g., Recycle Colorado, Solid Waste Association of North America, Colorado Municipal League).
- b. Is it possible for this project to be duplicated in other communities or programs in Colorado? If so, how could this project serve as a template?
- c. All Applicants must include one or more marketing activities in the project work plan to announce the grant award to the general public. Explain how this announcement will be communicated. The department has created a marketing toolkit to assist grantees in fulfilling this requirement. Please click on the Marketing Toolkit for more information.

Colorado waste disposal statistics by county are largely non-existent, especially outside the Front-Range. Estimates suggest Colorado's landfill disposal rate (8.52 pounds/person/year) is significantly higher than the national average (4.51 pounds/person/year), and recent efforts to increase state-wide diversion rates have largely failed (average landfill disposal in pounds/person/day: 2013=7.03, 2014=7.22, 2015=7.62, 2016=7.90, 2017=8.13, 2018=8.52).

Rural counties can support state-wide waste goals (28% for 2021). Roughly half of Colorado's population (2018=5.96 million) lives outside the 10-county Denver/Front-Range Metropolitan Area (2018=2.93 million), and small counties, including Chaffee, often have heightened levels of community cohesion, engagement and concern for preserving ecological balance and their historic cultures.

As evidenced by the request for a county-wide Sustainability Plan and broad-based support for GARNA's Chaffee Green program (among other programs), Chaffee residents want to protect the natural beauty and recreational opportunities that draw people to their county. In fact, a draft of the Comprehensive Plan states Chaffee will "serve as a model" for sustainability for other rural counties. Education about the broad impacts of recycling can reduce that gap, but accurate data is essential to creating the

right messages. The UAACOG Study, which audited only three waste samples in Chaffee, is the only waste data available, and the estimated diversion rate was 16%.

This project involves data-driven education and training aimed at increasing diversion rates, and can demonstrate how mountain towns can meaningfully contribute to state-wide goals. All information about this project will be available on GARNA's website, shared with Recycle Colorado and EcoCycle for their annual State of Recycling Report, and presented at regional sustainability events so others can replicate it in their communities. The data will also guide future strategies for achieving county-wide sustainability goals.

Facility Requirements (max. 300 words; current 140)

- a. Describe any non-grant funded resources (existing or yet to be acquired) that will be an integral part of the project. This may include facilities, manufacturing capabilities, equipment, and other technical and administrative resources. If applicable, discuss how the project will modify or improve existing facilities, equipment, etc.
- b. Describe what steps will be taken to ensure a safe working environment for employees. Is a current operations plan in place for your facility? Will an Environmental Health and Safety plan be needed? If yes, consider adopting the internationally recognized OHSAS 18001 occupational health and safety management system as a framework. Consider including the development of this plan as a project deliverable.

GARNA's positive reputation and long history of working in Chaffee means community support is available. Free space for educational events, training, and workshops is available, and shared resources needed to conduct waste audits (e.g., scales, tarps, tables, bags, etc.) will be easy to acquire. GARNA also has a large and robust volunteer base, which will aid in the process of conducting waste audits, developing waste goals, working with businesses, writing newspaper articles and promotional materials, and helping with other tasks to make this project a success.

Waste audits will be carefully and thoroughly planned in collaboration with the UAACOG to follow procedures previously used for waste sampling in the county. The budget for this proposal also includes funds for all safety gear (e.g., gloves, tongs, masks, protective gear for clothing, etc.) needed to protect staff and volunteers during waste audits.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
6.d.	Community Development	Kristi Jefferson

ITEM:

Approval of Ordinance 2020-05: approving the vacation of a portion of right-of-way on first reading.

REQUEST:

The request is to approve the City of Salida vacating a portion of right-of-way located along East 6th and Teller Streets which were realigned a few years ago.

APPLICANTS: Aaron and Hannah Peyrouse, 401 E. Sixth Street, Salida, CO 81201.

LOCATION: The subject right-of-way is located along East 6th and Teller Streets.



BACKGROUND:

Aaron and Hannah Peyrouse have submitted an application to abandon a portion of the East 6th Street right-of-way. The right-of-way is located along East 6th and Teller Streets which were realigned a few years ago. This segment of right-of way has no utilities located within it and is 1,487 square feet. The majority of this right-of-way is currently a retention pond and the Public Works Director recommends the retention pond remain and an easement be placed within the vacated right-of-way. The applicants will not change the retention pond but would like to continue their existing fencing around the vacated right-of-way to be included in their yard area.

The Council and Planning Commission held a conceptual review of the request on January 06, 2020.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 6.d.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Kristi Jefferson
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REVIEW STANDARDS FOR VACATION OF RIGHT-OF-WAY (Section 16-6-130):

1. **Access to public road.** No roadway shall be vacated so as to leave any adjoining land without a means of access to another public road.
 - The proposed right of way vacation will not affect access to a public roadway for any adjoining land.
2. **Easements.** In granting a vacation, the City may reserve easements for the installation or maintenance of utilities, ditches and similar improvements.
 - The City will require an easement within the vacated right-of-way for the existing drainage pond. There are no utilities located within the segment of right-of-way.
3. **Comprehensive Plan.** A subdivision plat, public right-of-way or dedicated easement may be vacated if the vacation would be consistent with or implements the applicable intent statements, specific directions and recommended actions of the Comprehensive Plan.
 - With the lot size of 11,750 s.f. the property owners currently have the density for up to three (3) dwellings on their parcel at 401 E. Sixth Street. If the abandonment of the 1,487 square feet right-of-way is approved the density is increased to four (4) units.
 - The Comprehensive Plan does not specifically address right-of-way vacations but does encourage infill development and to build to maximum densities allowed.
4. **Transfers or sales of lots.** Transfers or sales of lots. A subdivision plat may be vacated if none of its lots have been sold or transferred; or, if there have been sales or transfers, no development on any lots in the subdivision and all of the owners agree to the vacation of the plat.
 - This is not the vacation of a recorded subdivision plat.

REVIEW AGENCY COMMENTS:

- **Public Works Director, David Lady:** City standard is that the ROW goes up to 1-ft off of the back of sidewalk. This should be dimensioned on the exhibit. Also, the exhibit should include the drainage easement that would be necessary with the vacation of the ROW.
- The Public Works Director recommends the following easement language be added to the quit claim deed to meet the easement requirement.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 6.d.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Kristi Jefferson
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- Grading and improvements impacting stormwater conveyance and detention shall not be permitted within the drainage easement. Access for maintenance within the easement shall be provided.

- **Xcel Energy, Sterling Waugh:** Xcel does not have any utilities in that area. We are OK if you vacate that ROW.

RECOMMENDED FINDINGS:

That the application is in compliance with the review standards of Section 16-6-130, Vacation of a Right-of-Way, because this application does not limit access to any surrounding properties.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 2020-05 on first reading and setting a public hearing and second reading of the proposed ordinance for March 17, 2020.

PLANNING COMMISSION RECOMMENDATION:

On February 24, 2020 the Planning Commission recommended the Council approve the vacation request subject to the three (3) staff recommended conditions:

1. Prior to recording the quit claim deed and the right-of-way vacation exhibit the following easement language must be added to the legal description of the vacated right-of-way: Grading and improvements impacting stormwater conveyance and detention shall not be permitted within the drainage easement. Access for maintenance within the easement shall be provided.
2. Proposed abandonment to be one (1) foot off the back of the sidewalk.
3. The signature blocks needs to be removed from the Right-of-Way Exhibit.

And adding a fourth condition:

4. That any landscape improvements for the vacated right-of-way be approved by the Public Works Director prior to any work being done.

SUGGESTED MOTIONS:

A Council person should make a motion to “Approve Ordinance 2020-05 approving the vacation of a portion of right-of-way on first reading; and setting a public hearing and second reading of the proposed ordinance for March 17, 2020.”

Attachments

- Ordinance 2020-05
- Right-of-Way vacation Exhibit
- Legal description

CITY OF SALIDA, COLORADO
ORDINANCE NO. 05
(Series of 2020)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
VACATING A PORTION OF RIGHT OF WAY LOCATED ALONG EAST 6TH AND
TELLER STREETS**

WHEREAS, an application has been made for the vacation of a right-of-way located along East 6th and Teller Streets with the City of Salida (the “City”); and

WHEREAS, said application has been found to be legally sufficient for consideration and action by the Salida Planning Commission and the Salida City Council under the Salida City Code (the “Code”); and

WHEREAS, the Salida Planning Commission at a duly noticed public hearing found that the application complied with the Code, the Salida Comprehensive Plan, City plans and policies, approved the application and recommended approval by the Salida City Council; and

WHEREAS, the Salida City Council considered the application at a duly noticed public hearing and found that the application complied with the Code and the Salida Comprehensive Plan and affirmed the Salida Planning Commission’s decision on the application; and

WHEREAS, the subject right of way has not been established as a state highway; and

WHEREAS, City Council finds that vacating a portion of the right-of-way will not cause harm to the public and does not limit access to any surrounding properties.

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

1. Incorporation of Recitals. The aforementioned recitals are hereby fully incorporated herein.
2. Vacation of Right of Way. City Council hereby vacates, renounces and disclaims an approximate 1,487 square foot Sixth Street right-of-way more particularly described in Exhibit A.
3. Vesting of Title. Title to the vacated right of way shall vest in the adjacent property owner pursuant to section 43-2-302(1)(c), C.R.S. and the Code. City Council hereby authorizes the Mayor to execute a quitclaim deed to the vacated right-of-way to the adjacent property owner.
4. Effective Date. This ordinance shall only become effective as provided by State statute and the Code.

INTRODUCED ON FIRST READING, on March 03, 2020, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation by the City Council on this 3rd day of March, 2020 and set for second reading and public hearing on the 17th day of March 2020.

INTRODUCED ON SECOND READING at a regular meeting of the Salida City Council, PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL BY TITLE ONLY this ___ day of _____, 2020.

City of Salida

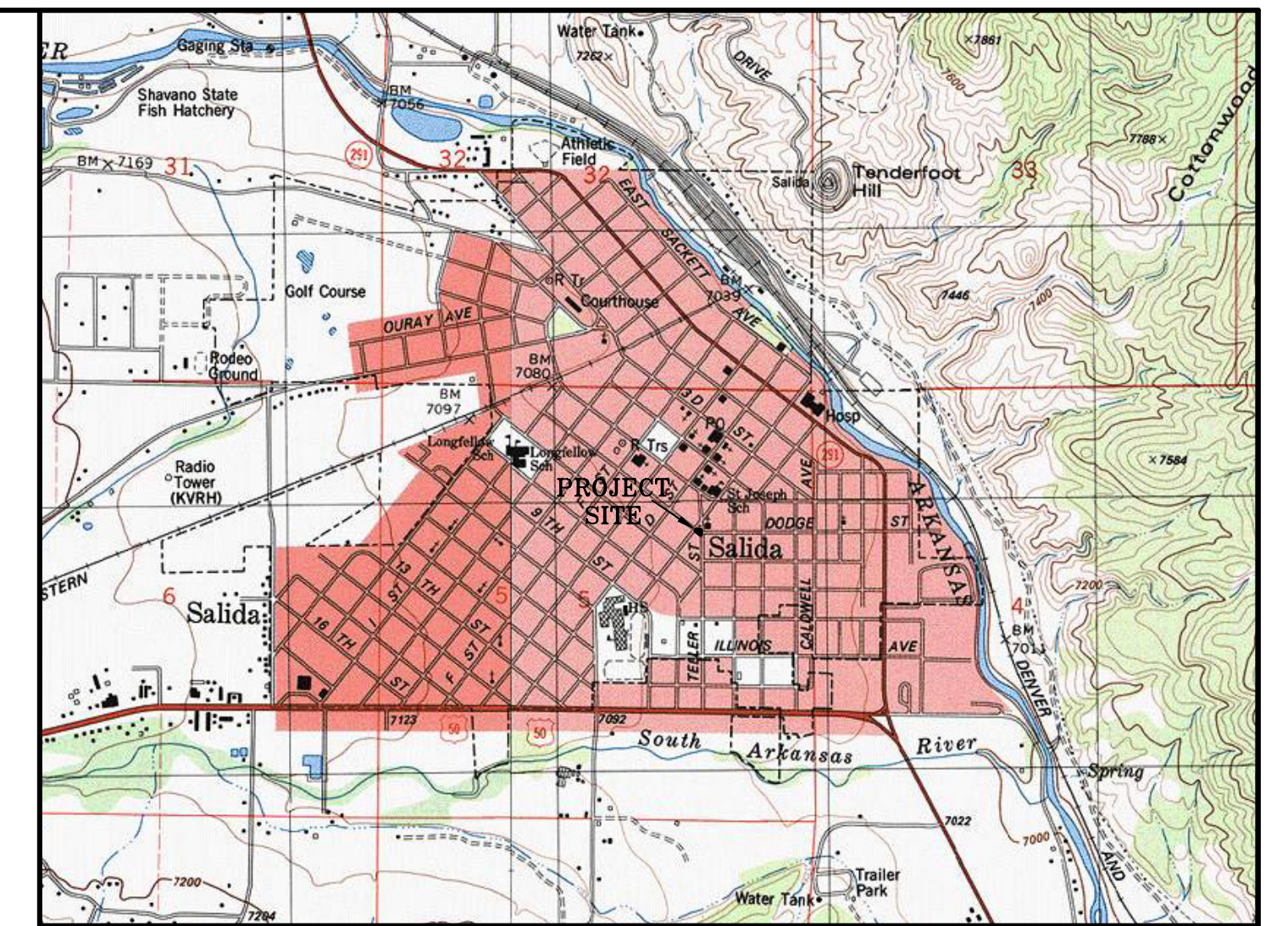
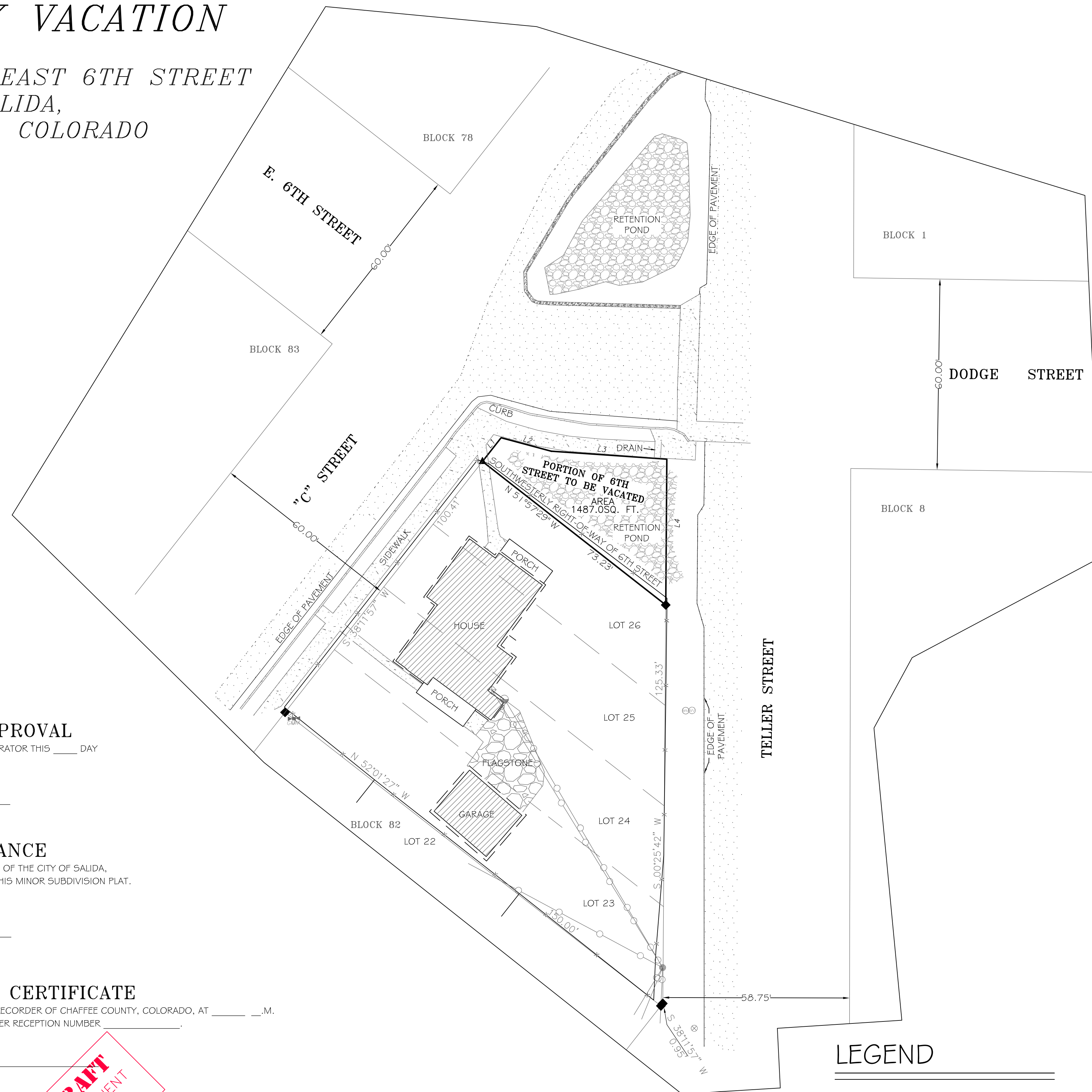
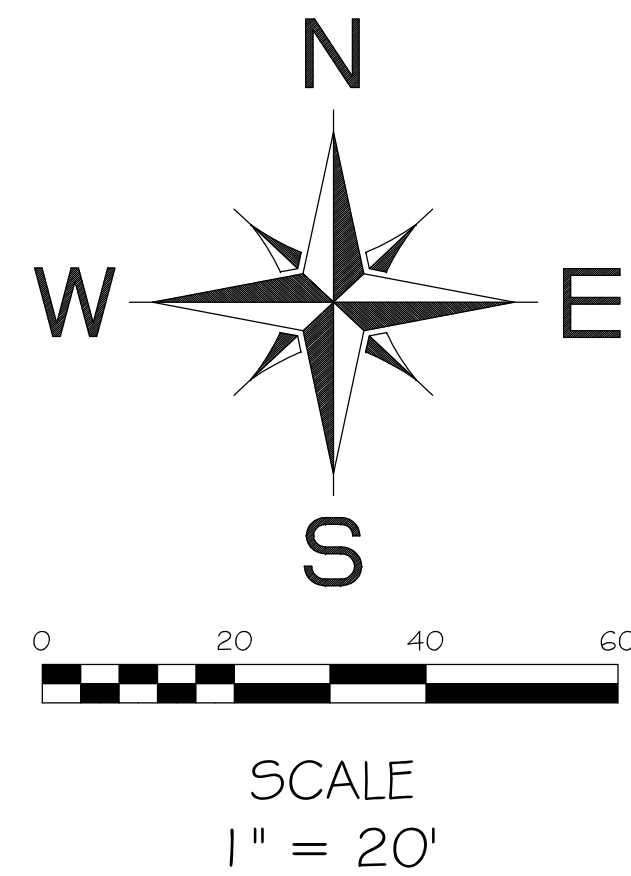
Mayor P.T. Wood

ATTEST:

City Clerk/Deputy City Clerk

RIGHT-OF-WAY VACATION

VACATING A PORTION OF EAST 6TH STREET
CITY OF SALIDA,
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF C STREET BETWEEN A 1 1/2" WASHER SET IN CONCRETE AND A 1 1/2" ALUMINUM CAP, BOTH STAMPED L5 37937 HAVING A BEARING OF SOUTH 38° 11' 57" WEST
- 2) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS OF RECORD WERE NOT SHOWN PER CLIENTS REQUEST.

LEGAL DESCRIPTION

A PORTION OF THE RIGHT-OF-WAY OF EAST 6TH STREET IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF EAST 6TH STREET AND THE SOUTHEASTERLY RIGHT-OF-WAY OF C STREET, ALSO BEING THE MOST NORTHERLY CORNER OF LOT 26, BLOCK 82 OF HASKELL'S ADDITION TO THE CITY OF SALIDA, BEING MARKED BY A 1 1/2" STEEL WASHER SET IN CONCRETE SIDEWALK STAMPED L5 37937, FROM WHENCE THE COMMON CORNER OF LOT 22 AND LOT 23 IN SAID BLOCK 82 ON THE SAID SOUTHEASTERLY RIGHT-OF-WAY OF C STREET, BEING MARKED BY A 1 1/2" ALUMINUM CAP STAMPED L5 37937, BEARS SOUTH 38° 11' 57" WEST, A DISTANCE OF 100.41 FEET;

THENCE NORTH 38° 11' 57" EAST, ALONG AN EXTENSION OF THE SAID SOUTHEASTERLY RIGHT-OF-WAY OF C STREET, A DISTANCE OF 9.50 FEET;

THENCE SOUTH 74° 56' 36" EAST, A DISTANCE OF 16.32 FEET;

THENCE SOUTH 86° 03' 33" EAST, A DISTANCE OF 36.47 FEET TO THE WEST RIGHT-OF-WAY OF TELLER STREET;

THENCE SOUTH 00° 25' 42" WEST, ALONG THE WEST RIGHT-OF-WAY OF TELLER STREET, A DISTANCE OF 45.85 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF EAST 6TH STREET;

THENCE NORTH 51° 57' 29" WEST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF EAST 6TH STREET, A DISTANCE OF 73.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 1487.0 SQUARE FEET.

LEGEND

- ⊙ FOUND MONUMENT AS NOTED
- ◆ 1 1/2" ALUMINUM CAP L5 37937
- ▲ 1 1/2" WASHER IN CONCRETE L5 37937
- ⊕ ELECTRIC METER
- ⊗ GAS METER
- ⊙ WATER VALVE
- ⊙ WATER METER
- POWER POLE
- ⊙ SEWER CLEAN OUT
- X — FENCE
- ○ — OVERHEAD UTILITY
- ▨ CONCRETE

LINE	BEARING	DISTANCE
L1	N 38° 11' 57" E	9.50'
L2	S 74° 56' 36" E	16.32'
L3	S 86° 03' 33" E	36.47'
L4	S 00° 25' 42" W	45.85'

CITY ADMINISTRATOR APPROVAL

THIS PLAT IS APPROVED BY THE CITY OF SALIDA ADMINISTRATOR THIS ____ DAY OF _____, 2019.

ADMINISTRATOR, CITY OF SALIDA

CITY OF SALIDA ACCEPTANCE

THE UNDERSIGNED CHAIR OF THE PLANNING COMMISSION OF THE CITY OF SALIDA, COLORADO, DOES HEREBY ACKNOWLEDGE AND ACCEPT THIS MINOR SUBDIVISION PLAT. DATED THIS ____ DAY OF _____, 2019.

CHAIR OF PLANNING COMMISSION, CITY OF SALIDA

CLERK AND RECORDER'S CERTIFICATE

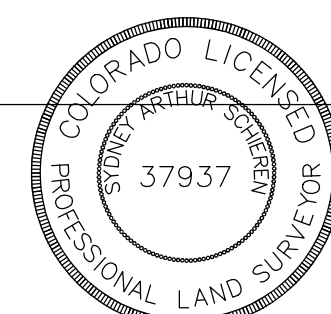
THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT ____ M. ON THIS ____ DAY OF _____, 2019 UNDER RECEPTION NUMBER _____.

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937



REVISED:	RIGHT-OF-WAY VACATION VACATING A PORTION OF EAST 6TH STREET CITY OF SALIDA, CHAFFEE COUNTY, COLORADO
JOB # 19234	
DATE: NOVEMBER 21, 2019	
SHEET 1 OF 1	
LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031	

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

**LEGAL DESCRIPTION
OF A
PORTION OF A RIGHT-OF-WAY**

A PORTION OF THE RIGHT-OF-WAY OF EAST 6TH STREET IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF EAST 6TH STREET AND THE SOUTHEASTERLY RIGHT-OF-WAY OF C STREET, ALSO BEING THE MOST NORTHERLY CORNER OF LOT 26, BLOCK 82 OF HASKELL'S ADDITION TO THE CITY OF SALIDA, BEING MARKED BY A 1 ½" STEEL WASHER SET IN CONCRETE SIDEWALK STAMPED LS 37937, FROM WHENCE THE COMMON CORNER OF LOT 22 AND LOT 23 IN SAID BLOCK 82 ON THE SAID SOUTHEASTERLY RIGHT-OF-WAY OF C STREET, BEING MARKED BY A 1 ½" ALUMINUM CAP STAMPED LS 37937, BEARS SOUTH 38°11'57" WEST, A DISTANCE OF 100.41 FEET;

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CONTAINING 1487.0 SQUARE FEET.

PREPARED BY:





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 6.e.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Ordinance 2020-06 – An Ordinance of the City Council for the City of Salida, Colorado Amending Chapter 2 of the Salida Municipal Code Concerning Membership on the Planning Commission and Board of Appeals, First Reading

BACKGROUND:

As requested by the City Council at your last regular meeting, staff has developed the attached Ordinance that would allow non-full-time employees to serve on both the Planning Commission and the Construction Board of Appeals.

FISCAL NOTE:

None.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Ordinance 2020-06 on first reading.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Ordinance 2020-06 on first reading, setting the public hearing for March 17, 2020, followed by a second and a roll call vote.

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING CHAPTER 2 OF THE SALIDA MUNICIPAL CODE CONCERNING MEMBERSHIP ON THE PLANNING COMMISSION AND BOARD OF APPEALS

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

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

WHEREAS, pursuant to this authority, the City has previously adopted certain regulations concerning administration and personnel in Chapter 2 of the Salida Municipal Code (“Code”); and

WHEREAS, the Code currently prohibits all city employees from involvement on the volunteer Planning Commission and Board of Appeals; and

WHEREAS, in an effort to attract talent and to maintain community engagement and involvement, the City Council now determines that this prohibition should only apply to full-time employees of the City, and not part-time City employees; and

WHEREAS, the Council now finds it in the best interests of the community and its citizens to amend Chapter 2 of the Salida Municipal Code to no longer prohibit part-time City employees from volunteering on the Planning Commission or Board of Appeals.

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

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

Section 2. Section 2-8-30 of the Salida Municipal Code, concerning membership and organization of the Planning Commission, is hereby amended to read as follows:

Sec. 2-8-30. – Membership and organization.

- (a) The Planning Commission shall consist of seven (7) members and two (2) alternates, each of whom shall maintain his or her primary residency within the City. No person shall be a member of the Planning Commission who is also the Mayor, an active member of the City Council or a **FULL-TIME** employee of the City **AS DEFINED IN THE CITY PERSONNEL MANUAL**, or who holds any other municipal office.

...

Section 3. Section 2-10-20 of the Salida Municipal Code, concerning the membership and organization of the Board of Appeals, is hereby amended to read as follows:

Sec. 2-10-20. – Membership and organization.

- (a) The Board of Appeals shall consist of five (5) regular members and up to two (2) alternate members who shall serve staggered three-year terms. No person shall be a member of the Planning Commission, the Mayor, an active member of the City Council or a **FULL-TIME** employee of the City **AS DEFINED IN THE CITY PERSONNEL MANUAL**, or who holds any other municipal office. Alternate members shall perform all of the duties of a regular member in the absence or disqualification of a regular member from a meeting of the Board. A member may continue to serve the Board until his or her successor is appointed and assumes office. Members may be reappointed to serve successive terms without limitation. Not less than three (3) members must be present at a regular or special meeting to transact business.

...

Section 4. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2020 and set for second reading and public hearing on the ____ day of _____

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the ____ day of _____, 2020.

CITY OF SALIDA

By:

Mayor P.T. Wood

ATTEST:

(SEAL)

Deputy City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of

_____, 2020, and **BY TITLE ONLY, OR IN FULL**, after Final
Adoption on the ____ day of _____, 2020.

By: _____
Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 7.a.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Agency Review – Annexation Request – Moltz Property, Poncha Springs

BACKGROUND:

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

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

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

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

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 3, 2020

AGENDA ITEM NO. 7.a.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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FISCAL NOTE:

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

STAFF RECOMMENDATION:

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

SUGGESTED MOTIONS:

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



March 3, 2020

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

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

Dear Mr. Berger,

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

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

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

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

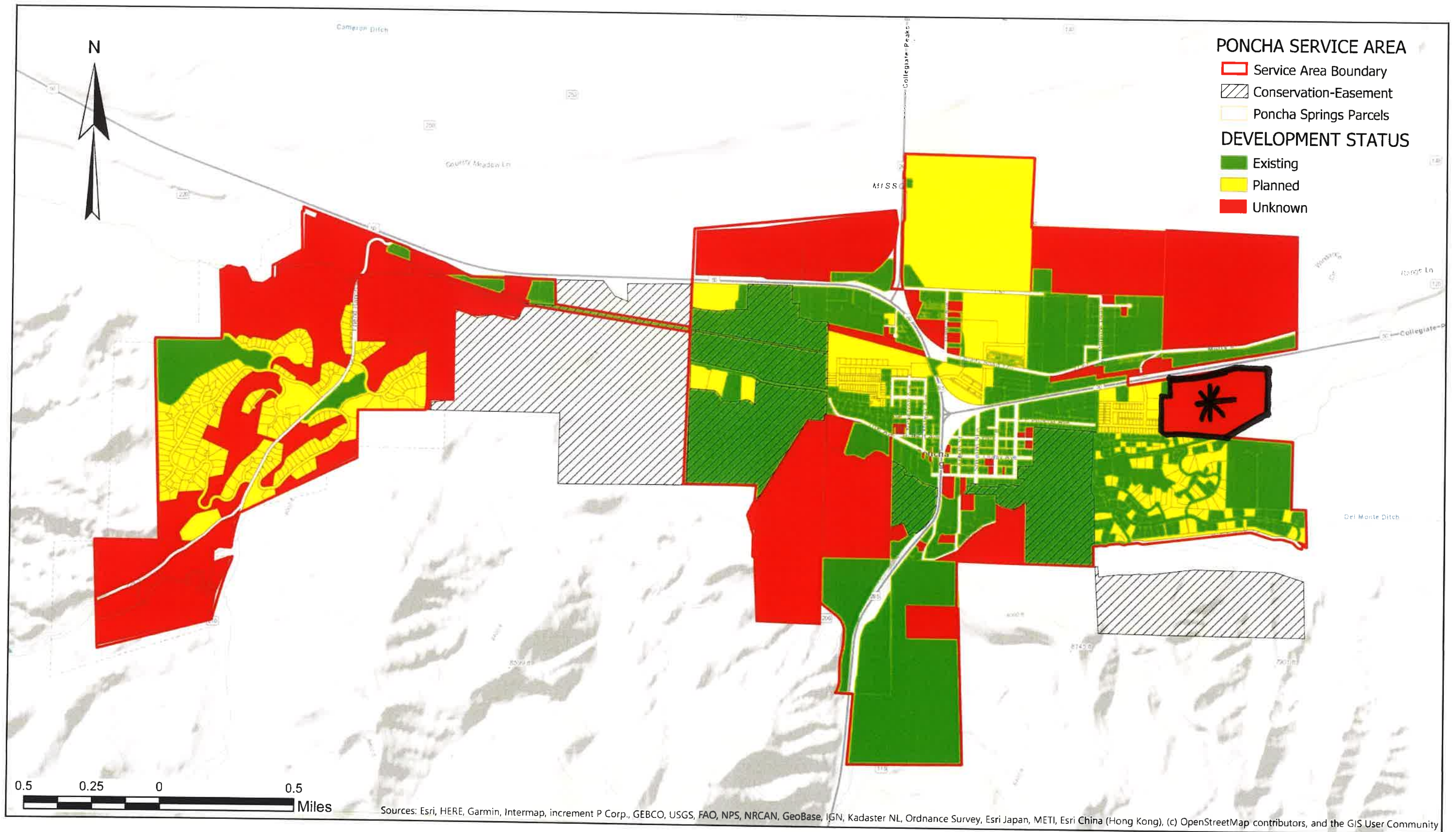
The Salida Sewer Collection System Build-Out Infrastructure Plan, as updated December 16, 2019, has not addressed the potential sewer unit load impact of this proposed annexation on the Salida sewer system, as it is a parcel that is not included in either the existing or planned development status addressed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

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

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

Sincerely,

P.T. Wood
Mayor, City of Salida



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

Poncha Springs



"Crossroads of the Rockies"

February 11, 2020

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

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

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

Southeastern Colorado Water Conservancy
31717 United Avenue
Pueblo, CO 81001

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

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

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

Salida Regional Library
405 E Street
Salida, CO 81201

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

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

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

Thank you.


Brian Berger, Town Clerk



PUBLIC NOTICE

Monday, March 9th, 2020 – 6:30p.m.

Public Hearing – Zoning Map Amendment

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

Public Notice is also hereby given:

Monday, March 23rd, 2020 – 6:30p.m.

Public Hearing – Annexation and Zoning Map Amendment




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

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



Overview

Legend

-  Parcels
-  Parcel Joins
-  Roads

Parcel Number R380511200034 **Physical Address**
Property Class Shed - Cattle **Owner Address** MOLTZ V PAUL
Taxing District 06 PO BOX 1914
Acres 54.22 BUENA VISTA, CO 812111914
Brief Tax Description TRACT IN SW4NW4
 SE4NW4 11-49-8
 B504 P888 B516 P804
 REC 304483 WATER RIGHTS
 (Note: Not to be used on legal documents)

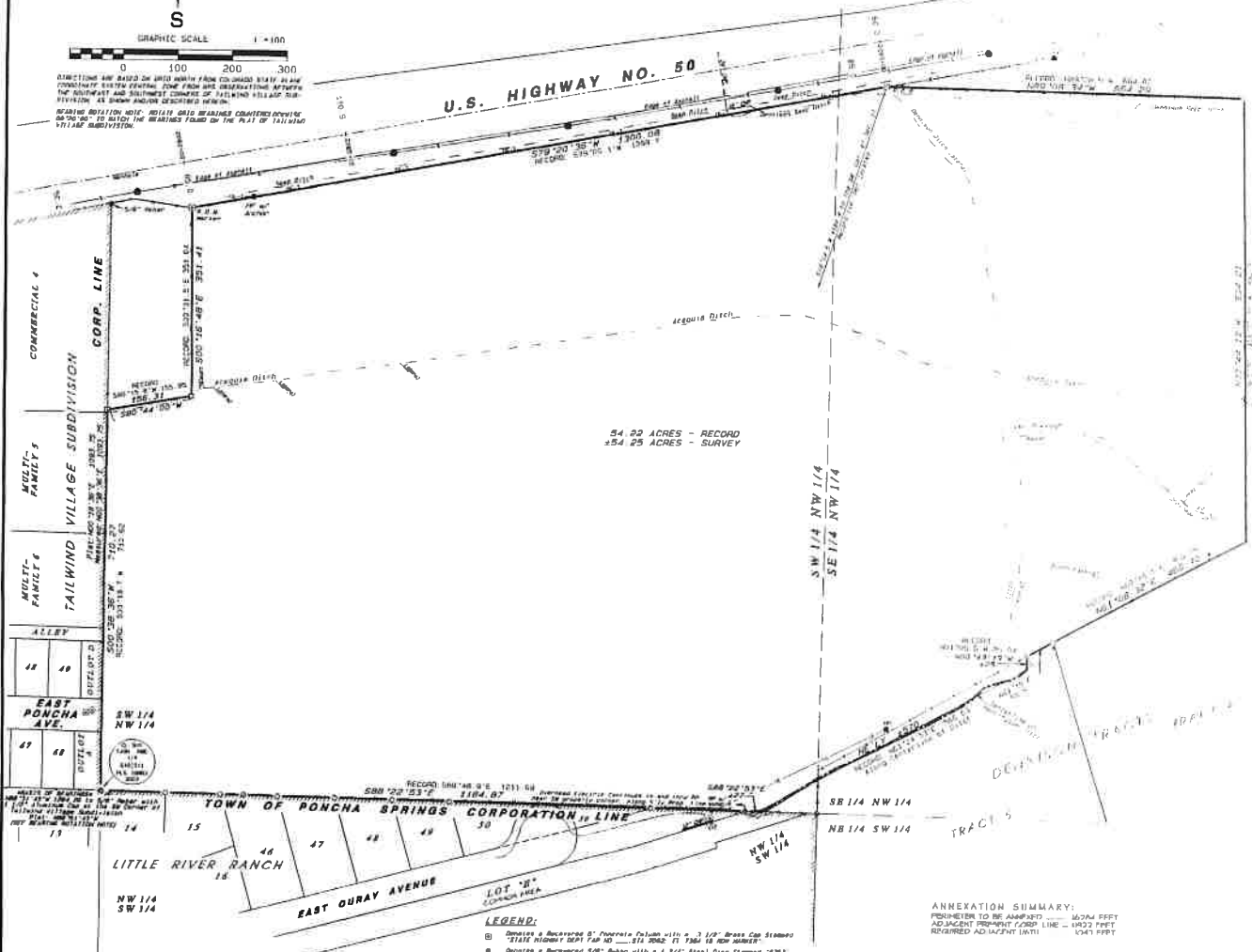
Total Value \$19,494		Last 2 Sales			
Date	Price	Reason	Qual		
8/22/2001	\$8000	U	n/a		
6/8/1999	\$16000	U	n/a		

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

Developed by  Schneider
 GEOSPATIAL



MOLTZ ANNEXATION PLAT
 FOR A TRACT LOCATED IN THE
 NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 49 NORTH, RANGE 8 EAST, NEW MEXICO PRINCIPAL MERIDIAN
 CHAFFEE COUNTY, COLORADO



MOLTZ ANNEXATION TO THE TOWN OF PONCHA SPRINGS CERTIFICATION

I, the undersigned, being duly qualified and sworn, do hereby certify that the Moltz Annexation Tract is situated within the limits of the Town of Poncha Springs, Chaffee County, Colorado, and that the same is eligible for annexation to said town under the provisions of the laws of the State of Colorado relating to the annexation of unincorporated territory to an incorporated municipality.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, THE OWNER OF THE PROPERTY HEREIN DESCRIBED, HAS READ AND APPROVES THE ANNEXATION OF THE SAME TO THE TOWN OF PONCHA SPRINGS.

LAND SURVEYOR'S STATEMENT

I, the undersigned, being duly qualified and sworn, do hereby certify that the Moltz Annexation Tract is situated within the limits of the Town of Poncha Springs, Chaffee County, Colorado, and that the same is eligible for annexation to said town under the provisions of the laws of the State of Colorado relating to the annexation of unincorporated territory to an incorporated municipality.

BOARD OF TRUSTEES APPROVAL

ON BEHALF OF THE BOARD OF TRUSTEES OF THE TOWN OF PONCHA SPRINGS AND IN WITNESS WHEREOF, I, the undersigned, Mayor of said town, do hereby certify that the same has been approved by the Board of Trustees of said town.

ANNEXATION SUMMARY:
 PERMETER TO BE ANNEXED 1674 FEET
 ADJACENT PERMETER CORNER LINE 1000 FEET
 REQUIRED ADJACENT WIDTH 1041 FEET

CLERK AND RECORDER'S CERTIFICATE:
 THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT 10:00 A.M. ON THIS 15th DAY OF MARCH, 1960.

MOLTZ ANNEXATION PLAT IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 49 NORTH, RANGE 8 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO.	
HENDERSON LAND SURVEYING CO., INC. 300 S. BROAD ST. DENVER, COLORADO	SAUSA, CLAYTON SURVEYOR 1-19-60

NOTICE: This plat is subject to the provisions of the laws of the State of Colorado relating to the annexation of unincorporated territory to an incorporated municipality.

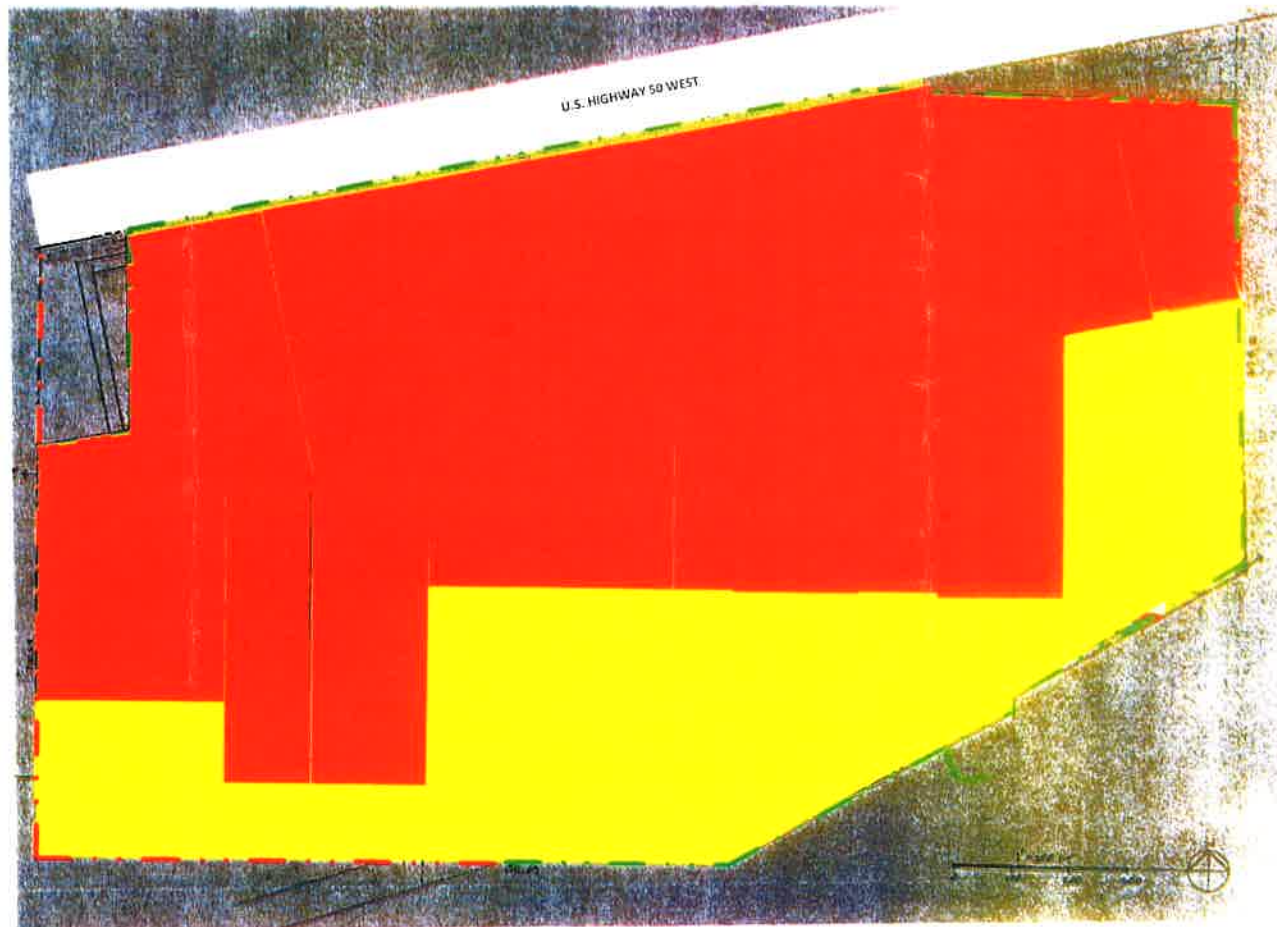
NOTICE: This plat is subject to the provisions of the laws of the State of Colorado relating to the annexation of unincorporated territory to an incorporated municipality.

MOLTZ ANNEXATION ZONE MAP

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

LEGEND

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

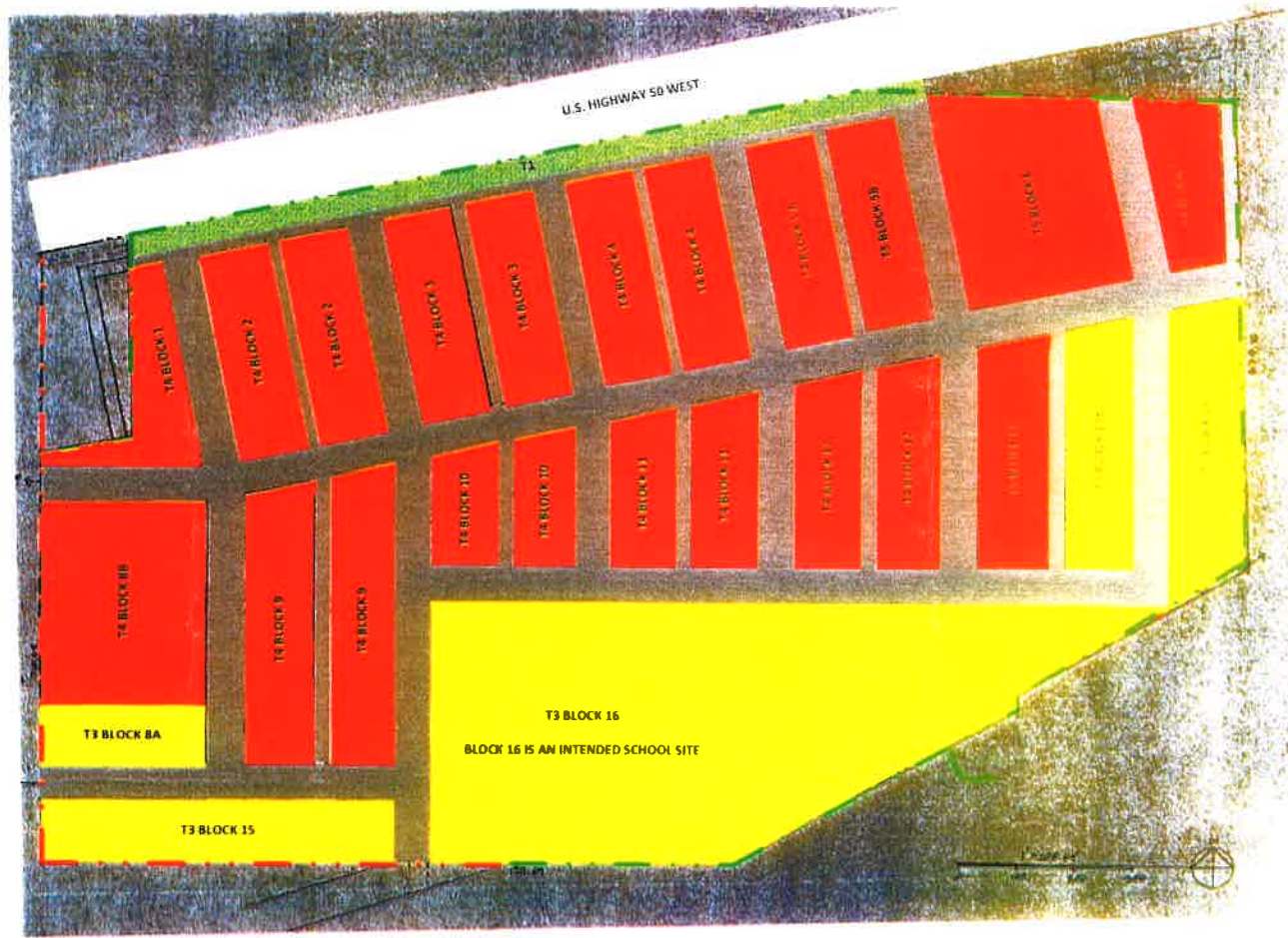


MOLTZ ANNEXATION ZONE MAP

*Conceptual Only
(likely to change)*

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

LEGEND	
	T1 - NATURAL ZONE (PUBLIC)
	T1 - NATURAL ZONE (PRIVATE)
	T2 - RURAL ZONE
	T3 - SUB-URBAN ZONE
	T4 - GENERAL URBAN ZONE
	T5 - URBAN CENTER ZONE
	BD1 - BUSINESS PARK DISTRICT
	BD2 - INDUSTRIAL PARK DISTRICT
	BD3 - FAIRGROUND DISTRICT
	BD4 - URBAN RESORT DISTRICT
	CS - CIVIC SPACE
	CONSERVATION EASEMENT
	IRRIGATION DITCH



TOWN OF PONCHA SPRINGS, COLORADO
RESOLUTION INITIATING ANNEXATION PROCEEDINGS

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

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

TOWN OF PONCHA SPRINGS, COLORADO

RESOLUTION #2020-1

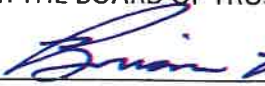
BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PONCHA SPRINGS, COLORADO AS FOLLOWS:

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

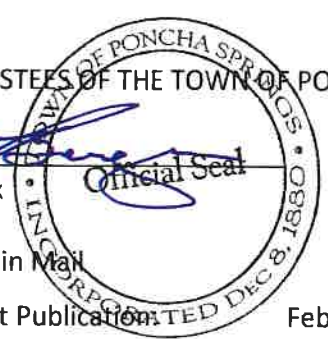
PASSED, APPROVED AND ADOPTED this 27th day of January 2020, the vote upon roll call being as follows:

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

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


Brian Berger, Town Clerk


By: Ben Scanga, Mayor



Published in the Mountain Mail

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

EXHIBIT A

Legal Description of Proposed Annexation

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

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

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

Also know by street address as: TBD

And assessor's schedule or parcel no.: 380511200034

PETITION FOR ANNEXATION

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

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

In support of this petition, Petitioners state:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Petitioners:

Paul V. Moltz

By:

A handwritten signature in cursive script that reads "Paul V. Moltz". The signature is written in black ink and is positioned above a horizontal line.

Paul V. Moltz

Dated:

12-4-19

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

AFFIDAVIT OF CIRCULATOR

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

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


Circulator - Kent Townsend

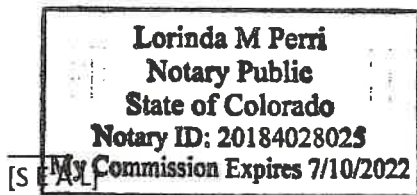
STATE OF COLORADO)

COUNTY OF Chaffee) ss.

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

Witness my hand and official seal.

My Commission expires: 7/10/2022



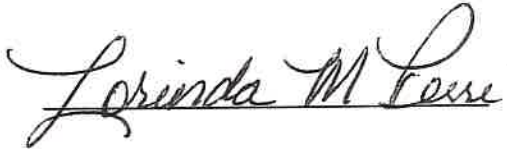

Notary Public

Exhibit "A"
to Petition for Annexation

Legal Description of the Property

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