



REGULAR MEETING OF THE CITY COUNCIL

City Council Chambers
448 East 1st Street, Room 190
City of Salida, Colorado
Tuesday June 19, 2018 6:00 p.m.

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

- I. REGULAR MEETING CALLED TO ORDER**
- II. PLEDGE OF ALLEGIANCE & ROLL CALL** – Led by Mayor PT Wood
- III. CORRESPONDENCE & REPORTS**
 - a. Chaffee County Emergency Telephone Service Authority Report for April 30, 2018**
- IV. PRESENTATION**
 - a) Chaffee County Economic Development Corp.** (Wendell Pryor)
- V. CITIZEN PARTICIPATION** – 3-minute time limit. *Citizen participation is for items not on the agenda and for agenda items that are not scheduled public hearings.*
- VI. SCHEDULED ITEMS**
 - 1. Consent Agenda** – (Lynda Travis)
 - a) Approval of Agenda
 - b) Approval of Meeting Minutes-June 05, 2018
 - c) Approving a Sanitary Sewer Extension Agreement for Crossroads Village Subdivision in Poncha Springs
 - d) Approving Dominion Voting Equipment Rental Agreement
 - e) Scout Hut Final Settlement with LM Kersting Construction Company**Events:**
 - f) Crest Crank - September 16, 2018 (Fee Waiver Request & Use of Riverside Park)
 - 2. Special Event Liquor Permit -A Church 419 D Street-June 23, 2018-6pm-11pm**
 - 3. Resolution 2018-30 Recreation Advisory Board Appointments** (Theresa Casey)
 - 4. Resolution 2018-31 Updating Short Term Rental Business License Fee Schedule** (Larry Lorentzen)
 - 5. Resolution 2018-32 Distribution of Sales Tax Ballot Question** (Larry Lorentzen)

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6. **Resolution 2018-33 Approval of Memorandum of Understanding with Community Builders Regarding Highway 50 Corridor Plan (Glen Van Nimwegen)**
7. **Resolution 2018-34 Approving Executive Search Services Agreement with BCG Consulting Group**
8. **Resolution 2018-35 Terminating Larry Lorentzen as City Administrator for the City of Salida**
9. **Administrator/Deputy City Clerk Reports**
 - a) City Administrator Report – Larry Lorentzen
 - b) Finance Director-Jodi McClurkin
 - c) Deputy City Clerk – Lynda Travis
10. **Elected Official Reports**
 - a) City Clerk – Alisa Pappenfort
 - b) City Treasurer – Carol Johnson
 - c) City Council – Kasper, Bowers, Brown-Kovacic, Granzella, Critelli, and Shore.
 - d) Mayor – PT Wood

VII. NEW BUSINESS**VIII. OLD BUSINESS****IX. EXECUTIVE SESSION**

For the purpose of discussing personnel matters, under C.R.S. Section 24-6-402(4)(f)(I).

For the purpose of a conference with attorneys for the City, for the purposes of receiving legal advice on specific legal questions, under C.R.S. Section 24-6-402(4)(b).

X. REPORT/DISCUSSION**XI. ADJOURN -**

[SEAL]

City Clerk/Deputy City Clerk

Mayor PT Wood

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CHAFFEE COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY

June 19, 2018 Regular Meeting Packet

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MONTHLY BUDGET REPORT - APRIL 30, 2018

		2018	YEAR TO	VARIENCE
		AMENDED	DATE	(OVER)
<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>UNDER</u>
				<u>BUDGET</u>
BEGINNING FUND BALANCE	392,325.40	392,325.40	392,325.40	-
Less General Fixed Assets	48,212.00	48,212.00	48,212.00	
Fund Balance Less Fixed Assets	344,113.40	344,113.40	344,113.40	
REVENUES				
\$1.40 Per Service Collections	300,000.00	300,000.00	73,770.20	226,229.80
Prepaid Wireliess Revenue	7,000.00	7,000.00	1,703.99	
Transfers from Capital Reserve	11,400.00	11,400.00		
Less 2% Service Venders Fee	(5,700.00)	(5,700.00)	(1,254.44)	(4,445.56)
Net Service Collections Received	312,700.00	312,700.00	74,219.75	221,784.24
Interest Income	760.00	760.00	4.94	755.06
TOTAL REVENUE	313,460.00	313,460.00	74,224.69	222,539.30
EXPENDITURES				
Centurylink Services Network Fee	12,500.00	12,500.00	3,697.33	8,802.67
Equipment Maintenance	4,820.00	4,820.00	-	4,820.00
Audit	2,500.00	2,500.00	2,500.00	-
Accounting-Dawn Wassel	2,000.00	2,000.00	500.00	1,500.00
Advertising	225.00	225.00	-	225.00
Training Expense	1,000.00	1,000.00	657.81	342.19
Travel Expense	1,000.00	1,000.00	109.54	890.46
Office Supplies & Postage	50.00	50.00	44.65	5.35
Post Office Box Rent	60.00	60.00	-	60.00
Reverse 911	8,500.00	8,500.00	-	8,500.00
Dispatch E911 Dedicated Personnel	188,715.00	188,715.00	31,452.50	157,262.50
Supplies	422.00	422.00	-	422.00
Capital Outlay Backup Distpatch Center	2,000.00	2,000.00	-	2,000.00
Capital Outlay - Radio Payment	44,190.00	44,190.00	-	44,190.00
Capital Outlay - 911 Payment	-	-	61,646.43	(61,646.43)
Depreciation	45,478.00	45,478.00	-	45,478.00
Transfers to Capital Reserve	-	-	-	-
TOTAL EXPENDITURES	313,460.00	313,460.00	100,608.26	212,851.74
ENDING BALANCE	344,113.40	344,113.40	317,729.83	
Net Income (Loss)	-	-	(26,383.57)	
April 30, 2018				
General Fund		33,681.52		
Capital Reserve Fund		169,376.82		
		203,058.34		

Sheriff's Office Payment - APRIL 2018

		Gross	Adm. Fee	Net	Month
Access Point, Inc.	5	7.00	-	7.00	Mar. 2018
ACN Communications	1	1.40	-	1.40	Mar. 2018
Applewood Communications Corp.		-	-	-	
At&t Comm. Of Mtn. States		-	-	-	
AT&T Corp.	16	22.40	0.45	21.95	Mar. 2018
Bandwidth, Com, Inc.	8	11.20	0.22	10.98	Mar. 2018
Birch Communications, Inc.		-	-	-	
Blue Jay Wireless, LLC		-	-	-	
Boomerang Wireless, LLC	6	8.40	0.17	8.23	Mar. 2018
Bresnan Broadband Holdings	1994	2,791.60	55.83	2,735.77	Mar. 2018
BullsEye-Bill Soft Services, Inc.		-	-	-	
Cellular Inc, Network Corp.		-	-	-	
Century Link	3,843	5,380.20	108.06	5,272.14	Mar. 2018
Charter Communications		-	-	-	
Commnet Cellular Inc.	7,700	10,780.00	215.60	10,564.40	Mar. 2018
Consumer Cellular		-	-	-	
Cricket Communications		-	-	-	
DishNET Wireline, LLC(formerly Liberty Bell)	99	138.60	-	138.60	Mar. 2018
Globalstar USA, LLC	8	11.20	0.22	10.98	Jan. - Mar. 2018
Google, Inc.		-	-	-	
Granite Telecommunications, LLC	51	71.40	1.43	69.97	Mar. 2018
GreatCall, Inc/Jitterbug	78	109.20	-	109.20	Mar. 2018
Hughs Network Systems LLC	22	30.80	0.62	30.18	Mar. 2018
Intelafone, LLC		-	-	-	
iLoka, Inc. dba New Cloud Networks		-	-	-	
Interface Security Systems, LLC	1	1.40	0.03	1.37	Mar. 2018
Ionex Communications North, Inc.		-	-	-	
IP Networked Services	1	1.40	0.03	1.37	Mar. 2018
Jive Communications, Inc.	1	1.40	-	1.40	Mar. 2018
Level 3 Communications, LLC	22	15.40	0.31	15.09	Mar. 2018
Lingo, Inc.		-	-	-	
Matrix Telecom, Inc.		-	-	-	
MCI Metro Access	5	7.00	0.14	6.86	Mar. 2018
McLeod		-	-	-	
Nextiva, Inc.	30	42.00	-	42.00	Mar. 2018
New Cingular Wireless	4312	6,036.80	120.74	5,916.06	Mar. 2018
Nextel West Corp.		-	-	-	
NOS Communications, Inc.	0	-	-	-	Mar. 2018
Ooma, Inc.	66	92.40	-	92.40	Mar. 2018

Sheriff's Office Payment - APRIL 2018

		Gross	Adm. Fee	Net	Month
Prepaid Wireless		557.26	-	557.26	Mar. 2018
Ready Wireless	9	12.60	0.25	12.35	Mar. 2018
Republic Wireless Inc.	7	9.80	0.20	9.60	Mar. 2018
Republic Wireless Inc.	0	-	-	-	Jan-00
Ring Central		-	-	-	
Sangoma US, Inc.	2	2.80	0.06	2.74	Mar. 2018
Spectrotel, Inc.	0	-	-	-	Mar. 2018
Sprint Nextel		-	-	-	
Sprint Spectrum, L.P.	46	64.40	1.29	63.11	Mar. 2018
T-Mobile West	293	410.20	8.20	402.00	Jan. - Mar. 2018
Telesphere Networks, Ltd.		-	-	-	
Ting, Inc.	0	-	-	-	Mar. 2018
TracFone Wireless, Inc		-	-	-	
Viaero Wireless	3	4.20	-	4.20	Mar. 2018
ViaSat, Inc.	29	40.60	0.81	39.79	Mar. 2018
Velocity, The Greatest Phone Co Ever, Inc	1	1.40	-	1.40	Mar. 2018
Verizon - Cellular Inc. Network Corp.		-	-	-	
Verizon - Sangre De Cristo Cellular		-	-	-	
Voicepipe Communications, Inc.		-	-	-	
Vonage America, Inc.	20	28.00	0.56	27.44	Mar. 2018
Vonage Business Solutions, Inc.	47	65.80	1.32	64.48	Mar. 2018
WDT Wireless, Inc.		-	-	-	
WWC Holding Co. (Verizon)		-	-	-	
YMAX Communications Corp	24	33.60	0.67	32.93	Mar. 2018
Working Assets Funding Services, Inc.	32	44.80	0.90	43.90	Jan. - Mar. 2018
Totals		<u>18,782.00</u>	<u>26,836.66</u>	<u>518.11</u>	
Payment to Sheriff's Office				<u>557.26</u>	Direct deposit in Apr. 2018
				25,761.29	Total Deposit Apr. 2018



May 24, 2018

Mr. P.T. Wood, Mayor
City of Salida
448 E 1st Street, #112
Salida, CO 81201

~~Dear Mayor Wood,~~ ^{PT}

As you are aware, 2017 was another busy year for Chaffee County, and a productive year for the Chaffee County Economic Development Corporation (CCEDC). The County continues to see interest among tourists and visitors, some of whom are seeking to relocate and some with businesses. We have witnessed groundbreaking on the \$11 million Collegiate Commons affordable housing project, and continued renewal of downtown Buena Vista. Chaffee County and Salida continue to be destination attractions for visitors from all over the country and around the world, while Poncha Springs continues to grow in population and expand its business park.

The ongoing development of the local workforce moves forward with a goal of sustaining the momentum created by our partnership with the Salida School District and its Spartan Heights project, which is receiving recognition statewide and nationally. The Buena Vista School District School Bond election was successful, and the District is now seeking partnerships with local businesses to develop the workforce. We continue to seek new opportunities with emerging and advanced industries such as unmanned aerial vehicles/systems and Biotech sectors. These efforts and more are continuing in 2018.

We appreciate your contribution and investment in the CCEDC. Your investment is up for renewal on July 29, 2018. Your investment last year was \$1,000. We greatly appreciate this amount again or another amount, if you choose. Your current number of votes on CCEDC official matters is 1.

Investor contributions are critical in helping us reach our goals and sustaining momentum. We look forward to increasing our total number of investors, which will help position us to achieve even more throughout 2018.

We have included with this letter both the Investor Contribution Form and CCEDC Annual Investment Invoice. When we receive your completed form, we will update your information in our database. Please note that the State now requires that we include your Taxpayer ID, Social Security # or Colorado Account #.

We look forward to having your support again this year. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Wendell".

Wendell Pryor
Executive Director
Chaffee County Economic Development Corp.



INVOICE

339 E. Hwy 50, Suite 103
PO Box 1011
Salida, Colorado 81201
Phone (719) 239-2018 Fax (719) 239-2019

DATE: May 24, 2018

INVOICE # 209-05-2018

Bill To:
City of Salida
Attn: Mr. P.T. Wood, Mayor
448 E 1st Street, #112
Salida, CO 81201

DESCRIPTION	AMOUNT
2018 CCEDC Annual Contribution	\$ 1,000.00
TOTAL	\$ 1,000.00

Please make all checks payable to: **Chaffee County Economic Development Corp. or CCEDC**
If you have any questions concerning this invoice, please contact Kory T. Katsimpalis, Business Resource Analyst
(719) 239-2018, kory@chaffeecountyedc.com PO Box 1011, Salida, CO 81201

THANK YOU!

33-16-5513-0
[Signature] 5/30/18



INVESTOR CONTRIBUTION FORM - 2018

**Please Complete* This helps us keep our contact information and records accurate year-to-year.*

The mission of the Chaffee County Economic Development Corp. (a private 501(c)6 non-profit) is to RETAIN, EXPAND, and CREATE jobs in Chaffee County and to assure that Chaffee County is Open For Business!

Your Investment = Your Benefit

- ✓ You or your company information will be published in the Investor Directory on www.chaffeecountyedc.com.
- ✓ Cash investments and contributions to Chaffee County Economic Development Corporation are eligible for a 25% state income tax credit under the provisions of the Colorado Enterprise Zone Tax Credit Program. Qualifying "in-kind" contributions are eligible for a 12.5% credit.
- ✓ An investment in Chaffee County Economic Development Corporation may be considered a deductible business expense under the provisions of §162 of the Internal Revenue Code. Please consult your tax advisor for details.

Please complete the following to start your investment in Chaffee County's economic future:

COMPANY/INDIVIDUAL NAME:	City of Salida		
TAX ID, SOCIAL SECURITY OR COLORADO ACCT #	**REQUIRED for State reporting and filing of DR0075 Tax Credit certificate**		
CONTACT NAME/TITLE:	Larry Lorentzen, City Administrator		
MAILING ADDRESS:	448 E. 1 st Street, Ste #112		
CITY/STATE/ZIP:	Salida, CO 81201		
PHONE:	719-530-2629	FAX:	
WEBSITE:	City of Salida, com	EMAIL:	larry.lorentzen@City of Salida .com
INVESTMENT: \$1,000	(Voting Investment = \$1,000; Associate-Level Investment = \$500)		

Signature:  Date: 5/30/18

Please make all checks payable to: **Chaffee County Economic Development Corp. or CCEDC**
If you have any questions concerning this invoice, please contact Kory T. Katsimpalis,
Business Resource Analyst
(719) 239-2018, kory@chaffeecountyedc.com
PO Box 1011 Salida, CO 81201



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018:

AGENDA ITEM NO. VI. - 1.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Lynda Travis
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ITEM:

Consent Agenda

BACKGROUND:

I. SCHEDULED ITEMS

1. Consent Agenda – (Lynda Travis)

- a) Approval of Agenda
- b) Approval of Meeting Minutes-June 05, 2018
- c) Approving a Sanitary Sewer Extension Agreement for Crossroads Village Subdivision in Poncha Springs
- d) Approving Dominion Voting Equipment Rental Agreement
- e) Scout Hut Final Settlement with LM Kersting Construction Company

Events:

- f) Crest Crank - September 16, 2018 (Fee Waiver Request & Use of Riverside Park)

ADDITIONAL INFORMATION AND/ OR FISCAL NOTE:

Elected Officials,

Events:

Crest Crank is requesting a Fee Waiver Request for the Park Application B Fees and use of Riverside Park. Total fees assessed are listed in Park Application B and are \$250:

STAFF RECOMMENDATION:

Staff recommends Council approve the Consent Agenda.

There are fiscal implications to the above listed Consent Agenda. Approving the Consent Agenda would cost \$250 for the fee waiver request submitted for Crest Crank.

SUGGESTED MOTIONS:

A Council Member should “Motion to combine and approve the items on the Consent Agenda.” Followed by a second and a roll call or voice vote.



REGULAR MEETING OF THE CITY COUNCIL

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448 East 1st Street, Room 190
City of Salida, Colorado
Tuesday June 05, 2018 6:00 p.m.

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

I. REGULAR MEETING CALLED TO ORDER

II. PLEDGE OF ALLEGIANCE & ROLL CALL – Led by Mayor PT Wood

Councilmen present: Harald Kasper, Cheryl Brown-Kovacic, Mike Bowers, Dan Shore, Rusty Granzella and Justin Critelli. Mayor PT Wood arrived at 6:10 pm.

Appointed officials present: City Clerk Alisa Pappenfort and City Treasurer Carol Johnson.

Staff present: Interim City Attorney Geoff Wilson, City Planner Kristi Jefferson, City Administrator Larry Lorentzen, Finance Director Jodi McClurkin and Deputy City Clerk Lynda Travis.

III. CORRESPONDENCE & REPORTS

a. **Salida Golf Course Annual Report** (submitted by Russell Johnson)

Brown-Kovacic clarified with staff that all questions regarding reports could be forwarded to the Deputy City Clerk who would then forward the information to the appropriate party.

IV. PRESENTATION

a. **Colorado Creative Industries in Governor's Office of Economic Development, Space to Create** (Margaret Hunt)

Rescheduled at the request of the presenter to the next Regular Meeting.

b. **Deer Discussion with Colorado Parks & Wildlife** (Jim Aragon)

Aragon presented regarding deer management for the Salida area.

c. **Community Funding Request for Plastic Bags Committee** (Deborah Fields)

Fields, from the Salida Business Alliance, presented regarding Sustainable Salida Initiative and their efforts to rid Salida of plastic bags.

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V. CITIZEN PARTICIPATION – 3-minute time limit. *Citizen participation is for items not on the agenda and for agenda items that are not scheduled public hearings.*

Steve Ellis, Tom Trujillo and Brenda Wazaluski of Colorado, spoke regarding Colorado Wildfire Academy.

Lornie Lowry, of Salida, asked City Council to repeal Ordinance 2018-04.

Jim LiVecchi of Salida, stated he wished there were more public meetings and involvement with the community regarding the Ordinance 2018-04. He further stated the ballot question resolutions were in violation of Open Meetings laws and requested they be removed from the agenda.

Monika Griesenbeck of Salida, requested City Council repeal Ordinance 2018-04. She suggested further review of the impacts and stated the project would fundamentally change the character of Salida. She urged City Council to listen to the persons who signed the referendum petition.

Nicole (last name?) of Salida, spoke in favor of Ordinance 2018-04. She provided City Council a document with 78 signatures of business owners who signed in support of the Salida Crossing project.

Rob Gartzman of Salida, spoke in favor of Ordinance 2018-04. He detailed how the lack of affordable housing is adversely impacting local businesses including those of his family's.

Ken Matthews of Salida, spoke in favor of Salida Crossings development.

VI. SCHEDULED ITEMS

1. Consent Agenda – (Lynda Travis)

- a) Approval of Agenda
- b) Approval of Meeting Minutes-May 22, 2018
- c) **Salida Arts Festival at Centennial Park, June 30-July 1, 2018** (Jerry Scavezze)
 - ❖ Amplified Sound Permit
 - ❖ Electricity Use
- d) **FIBArk Festival June 12-June 17, 2018**
 - ❖ Special Event Permit
 - ❖ Use of Riverside Park

Granzella motioned to combine and approve the Consent Agenda with exception to the 05.22.2018 Minutes. Critelli seconded the motion. With all in favor, THE MOTION CARRIED.

2. Resolution 2018-23 Planning Commission Appointments (Glen Van Nimwegen)

Jefferson provided background information.

Kasper made a motion to approve Resolution 2018-23, a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Planning Commission: Giff Kriebel as an alternate member with a term to expire June 7, 2020 and Linda Eiler as an alternate member with a term to expire March 21, 2020. Shore seconded the motion. With all in favor, THE MOTION CARRIED.

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- 3. Ordinance 2018-09 Approving an Exchange of Real Property between the City of Salida and SSG Holdings, LLC, Second Reading & Public Hearing** (Nina Petraro)
(Passed First Reading during May 22, 2018 Regular Meeting)

Lorentzen provided background information.

Brown-Kovacic mentioned a clerical error within the packet. Specific error mentioned:
Pg. 50 states “the County would receive a 3.85-acre parcel adjacent to and north of their Woodlawn Cemetery and the county will receive a 1.75-acre parcel between County Road 108...” Brown-Kovacic stated the second “county” should be replaced with “City.”

Wilson mentioned a clerical error within the packet. Specific error mentioned:
Pg. 50 states “This Ordinance passed on 1st Reading at the meeting of July 22, 2018” but the July 22 meeting has not yet come to pass.

Shore moved to adopt Ordinance 2018-09 approving an exchange of real property between the City of Salida and SSG Holdings, LLC. Kasper seconded the motion. With all in favor, THE MOTION CARRIED.

- 4. Resolution 2018-24 Approval of the Revocable License Agreement for Downtown Street Patios; Setting Rates and Authorizing Administrator** (Glen Van Nimwegen)

Jefferson provided background information.

Granzella motioned to approve Resolution No. 2018-24, approving the revocable license agreement for downtown street patios, setting the lease rates for said patios at \$3 per square foot per year and authorizing the City Administrator to approve future agreements and renewals. Critelli seconded the motion.

Kasper motioned to amend Resolution 2018-24 to raise the rent from \$3 to \$4 per square foot per year. Bowers seconded the motion. A voice vote was taken and with all in favor, the “ayes” carried it.

Original Motion was then brought forth. With all in favor, THE MOTION CARRIED.

- 5. Reconsideration of Ordinance 2018-04 Salida Crossing Planned Development** (Vote to Repeal or to Not Repeal) (Lynda Travis)

Travis provided background information.

Wood provided background information including stating the Ordinance has previously gone through public hearings and was on tonight’s agenda for affirming or not affirming the ordinance. He stated if the ordinance is affirmed then it will then go to the voters via a special election and if it is not reaffirmed then the ordinance will not take effect.

Bowers questioned whether petitioner signers would be able to speak to the matter. Wood stated he is not opposed to that but conferred to Wilson. Wilson stated it was within the mayor’s right to take more public comments but that this stage of the process is perfunctory. Wood then stated tonight would not be

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a good time to have a public hearing for the petition signers as the meeting was not noticed as such. Bowers asked whether he would consider it for the future. Wood stated he felt the time before the special election would allow for public input.

Bowers then asked if the petition signers would be able to participate in the ballot language process. Wood stated the ballot language would be brought forth later in the meeting and reminded City Council the main matter before them was to affirm or not affirm the Ordinance.

Critelli stated a mail in ballot is the best way to get the public involved. He stated other methods were less effective. Wood concurred.

Granzella stated he sees the two top priorities as affordable housing and maintaining small town character of Salida. He then stated the Salida Crossing has made some good changes throughout the process. He concluded he has changed his vote, he now supports the project and will turn the vote over to the voters. He also gave an update on CDOT involvement with the traffic issue. He then offered to be available by phone for his constituents if they desired to discuss the matter.

Brown-Kovacic stated the recent Community Development survey showed the top concerns are providing housing to a wide variety of economic brackets and maintaining small town character. She further stated she hoped the Highway 50 corridor grant work with Community Builders would be helpful with the housing problem.

Brown-Kovacic stated going to a special election might be a good idea in that the citizens can voice their opinion in the matter. She then explained the project is within the scope of the current code. She states there are things she likes and does not like about the project but believes it is provided a mixed income solution to a lot of people without a place to live. She then stated Salida does not have a lot to work with. She then stated she likes that 30 units are going to persons who live and work in our community.

Kasper stated he agrees with Cheryl that height is the critical issue. He then said he does not believe the project takes away from the small town feel of Salida. He stated people give the "small town" feel more so than a building does. He then addressed the petition signers and the petitioners Hal Brown and James LiVecchi. Granzella called a Point of Order. Wood agreed. Kasper concluded by addressing the citizens of Salida.

Shore discussed managing change. He stated it is easier to be against everything than to support something. He stated he continues to be for something and he continues to support Salida Crossing. He then provided clarification regarding misinformation he says might be in the public regarding precedence with the project and the Highway 50 overlay. He stated the City is in a good position to move forward since they have recently received a grant to improve Highway 50. He concluded by urging citizens to make their decisions based on facts on not based on fear.

Bowers spoke against the ordinance. He stated there are some people who want to change Salida for the worse including disobeying the laws. He stated the issues with the project are height, density and obscuring of a person's mountain views. He stated fire dangers, traffic, etc. also need to be considered. He stated he maintains his position on the ordinance and stated he is not opposed to affordable housing. He gave an example of another project that was supposed to be affordable housing but did not end up that way and stated he does not agree that Salida does not have any locations for sprawl. He provided examples. He concluded by stating he supports the laws and that he votes to repeal the ordinance.

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Critelli provided examples of times in the past when Salida had to address change. Specific example he gave involved when the area transitioned from horse to motor vehicle.

Bowers motions to repeal Ordinance 2018-04. Granzella seconded the motion. A Roll call vote was taken. Bowers voted in favor of the motion. Critelli, Granzella, Brown-Kovacic, Kasper and Shore had the dissenting votes. With the majority voting against the motion, THE MOTION FAILED.

6. Resolution 2018-25 Setting a Special Mail Ballot Election regarding Referendum on Ordinance 2018-04 (Lynda Travis)

Travis provided background information.

Critelli moved to adopt Resolution 2018-25, a motion of the City Council of the City of Salida, setting a special mail ballot election to be held on September 25, 2018, regarding the referendum on Ordinance 2018-04. Brown-Kovacic seconded the motion. In a 5:1 roll call vote, THE MOTION CARRIED. Bowers had the dissenting vote.

7. Resolution 2018-26 Setting Ballot Question for Senate Bill 152 Authorizing the City to provide Cable Television Telecommunications and/or High-Speed Internet (Lynda Travis)

Wilson provided background information.

Shore motioned to adopt Resolution 2018-26 submitting to the eligible electors of the City, at the Special Election to be held on September 25, 2018, the question of whether the City should be authorized to provide high-speed internet, telecommunications services, and/or cable television services either directly or indirectly with public or private sector partners. Brown-Kovacic seconded. With all in favor, THE MOTION CARRIED.

8. Resolution 2018-27 Submitting Ballot Question whether to Change the position of City Clerk to be appointed rather than elected (Larry Lorentzen)

Lorentzen provided background information.

Critelli moved to adopt Resolution 2018-27 submitting to the eligible electors of the City, at the Special Election to be held on September 25, 2018 the question of whether to change the office of City Clerk to be an appointed rather than elected position. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

9. Resolution 2018-28 Submitting Ballot Question whether to change the position of City Treasurer to be appointed rather than elected (Lynda Travis)

Granzella moved to adopt Resolution 2018-28 submitting to the eligible electors of the City, at the Special Election to be held on September 25, 2018 the question of whether to change the office of City Treasurer to be an appointed rather than an elected position. Bowers seconded. With all in favor, THE MOTION CARRIED.

The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 448 E. 1st Street, Ste. 112, Salida, CO 81201, 719-530-2630 at least 48 hours in advance.

10. Resolution 2018-29 Colorado State Investment Pool (CSIP) (Jodi McClurkin)

McClurkin provided background information.

Granzella motioned to adopt Resolution 2018-29 approving participation in the Colorado Statewide Investment Pool (CSIP) and authorizing the Mayor to execute the same. Brown-Kovacic seconded. With all in favor, THE MOTION CARRIED.

11. Resolution 2018-30 Recreation Advisory Board Appointments (Lynda Travis)
(Continued to Next Regular Meeting to be held June 19, 2018)

Brown-Kovacic motioned to continue Resolution 2018-30 to the next regular meeting to be held on June 19, 2018. Granzella seconded. With all in favor, THE MOTION CARRIED.

12. Administrator/Deputy City Clerk Reports

- a) City Administrator Report – Larry Lorentzen
 - Wendell Pryor with Economic Development Corporation to present at next regular meeting.
 - Inclusionary Housing Ordinance will be brought to next regular meeting.
 - Ordinance amending the subdivision code will be brought to next regular meeting.
- b) Finance Director-Jodi McClurkin
 - Pay by phone for utilities is now available through the City. Informational brochures were disseminated to City Council.
- c) Deputy City Clerk – Lynda Travis

13. Elected Official Reports

- a) City Clerk – Alisa Pappenfort
- b) City Treasurer – Carol Johnson
- c) City Council – Kasper, Bowers, Brown-Kovacic, Granzella, Critelli, and Shore.
 - Granzella praised Public Works for the recent overlay work they completed.
 - Shore updated City Council on UUACOG.
- d) Mayor – PT Wood
 - It was reported that Interim City Attorney, Geoff Wilson, was presented with the Sue O'Brien Award by the Colorado Freedom of Information Coalition.
 - Praise was given for two alleys off F street being completed.
 - Letter of Resignation received from Mr. Lorentzen. Mayor to meet with him to discuss the document.

VII. EXECUTIVE SESSION

For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e).

For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

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For consideration of documents protected by the mandatory nondisclosure provisions of the Open Records Act under C.R.S. Section 24-6-402(4)(g).

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: Discussion of personnel matters relating to the City Administrator function and consideration of documents privileged under CORA.

Shore motioned to go into executive session for the above stated purposes. Critelli seconded. With all in favor, THE MOTION CARRIED.

Executive Session Adjourned and meeting reconvened at 8:53 pm. Mayor Wood announced himself, Interim City Attorney and the following council members as present during the executive session: Kasper, Brown-Kovacic, Shore, Bowers, Critelli and Granzella.

Wood asked persons present to state any concerns they had regarding the executive session. No concerns were expressed.

Granzella motioned to continue the meeting to no later than 9:30 pm. Critelli seconded. A voice vote was taken and the “ayes” carried it.

Wood mentioned 3 items that need a decision:

1-Will City Council have City Administrator Lorentzen stay for the next two weeks to allow time to find an interim City Administrator?

Granzella motioned City Administrator stay another 2 weeks. Kasper seconded. A voice vote was taken and the “ayes” carried it.

2-Discussion of who will be the interim city administrator.

3-What will exit package be for Lorentzen.

VIII. NEW BUSINESS

Critelli motioned to put forth a ballot issue on the September 25, 2018 special election of whether to allow transfers of retail marijuana business licenses.

It was decided that specific language would be brought back for consideration on the ballot.

IX. OLD BUSINESS

Shore requested a Palmer Street right of way update. Lorentzen provided the update.

Brown-Kovacic requested an update on solar panel prices. McClurkin provided an update.

Granzella requested a resolution or ordinance making a settlement mandatory in any sort of settlement case.

X. ADJOURN -9:03 pm

[SEAL]

City Clerk/Deputy City Clerk

Mayor PT Wood

The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 448 E. 1st Street, Ste. 112, Salida, CO 81201, 719-530-2630 at least 48 hours in advance.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018:

AGENDA ITEM NO. VI.1.d. Consent Agenda	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Council Action Approving a Sanitary Sewer Extension Agreement for Crossroads Village Subdivision in Poncha Springs

BACKGROUND:

RMBC Properties, LLC, requested a Subdivision Improvements Agreement from the Town of Poncha Springs to develop Crossroads Village Subdivision, located within the current corporate boundaries of the Town of Poncha Springs and within Salida's Wastewater Service Area.

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

In accordance with the Salida and Poncha Springs Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 ("Service IGA"), Poncha Springs shall not record any final plat for any development within Poncha Springs until the Town has received written confirmation from Salida that the developer has executed a line extension agreement or line connection agreement with Salida or has otherwise applied for and been granted service per the Salida Municipal Code. On June 1, 2018, Poncha Springs town trustees approved the proposed development. The City of Salida has reviewed plans, collection system capacity, and associated impacts. Comments have been addressed.

The Developer has requested to complete a sewer extension agreement as required for the construction of a public sanitary sewer main. The proposed main consists of 835 linear feet of 8-inch sewer line, manholes, and associated facilities. City of Salida legal counsel has reviewed the Sewer Line Extension and Connection Agreement as well as the IGA. Their comments have been incorporated.

FISCAL NOTE:

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

STAFF RECOMMENDATION:

Staff recommends approval of the Sanitary Sewer Extension Agreement for Crossroads Village Subdivision in Poncha Springs.

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.

**Council Action Approving a Sewer Extension and Connection Agreement for
Crossroads Village Subdivision in Poncha Springs**

Index Sheet

1. Sewer Line Extension and Connection Agreement
 - 1.1. Exhibit A – Property Description
 - 1.2. Exhibit B – City of Salida Public Improvements
 - 1.3. Exhibit C – Town of Poncha Springs Development Agreement
 - 1.3.1. Exhibit A – Legal Description of the Property
 - 1.3.2. Exhibit B – Improvements Quantities and Cost Estimates
 - 1.3.3. Exhibit C – Engineering Plans
 - 1.3.4. Exhibit D – Form of Partial Release of Credit
 - 1.3.5. Exhibit E – Performance/Warranty Bond
 - 1.4. Exhibit D – Warranty Bond
 - 1.5. Exhibit E – City of Salida Fee Schedule
 - 1.6. Exhibit F – Construction Schedule

**SEWER LINE EXTENSION AND CONNECTION AGREEMENT
(Crossroads Village, LLC)**

THIS SEWER LINE EXTENSION AND CONNECTION AGREEMENT (the "Agreement") is made and entered into this __ day of _____ 2018, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("Salida"), and Crossroads Village, LLC ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- I.1 The Developer contends that it is the fee title owner of certain lands known as the "Crossroads Village Subdivision" and more particularly described on attached **Exhibit A** (the "Property").
- 12 The Property is located within the current corporate boundaries of the Town of Poncha Springs ("Poncha Springs" or "Town") and within Salida's Wastewater Service Plan Area as defined in Section 13-2-20 of the Salida Municipal Code.
- 13 Salida provides sewer service in Poncha Springs pursuant to and in accordance with the terms and conditions of two intergovernmental agreements between Salida and Poncha Springs: the Intergovernmental Agreement for Transfer of Sewer System dated April 6, 2010 ("System IGA"), and the Intergovernmental Agreement for Provision of Sewer Services dated April 6, 2010 ("Service TGA").
- 14 In accordance with the Poncha Springs Land Use Code, the Developer has submitted a plat for the 46-lot Crossroads Village Subdivision and has obtained final plat approval of the subdivision by the Town Board.
- 15 Under the System IGA, Salida operates, maintains, and expands its sewer system to accommodate and not inhibit planned growth and development within Poncha Springs's planning and zoning jurisdiction.
- 16 Under the Service IGA, Poncha Springs shall not record any final plat for any development within Poncha Springs until the Town has received written confirmation from Salida that the developer has executed a line extension agreement or line connection agreement with Salida or has otherwise applied for and been granted service per the Salida Municipal Code.
- 17 The Property currently is not serviced by a Salida sewer line, and the Developer wishes to perform all excavations, constructions, installations, connections, and other work necessary to extend a sewer main to and through Phase 1 of the Property as shown on **Exhibit A**.
- 18 The Developer and Salida wish to enter into this Agreement in satisfaction of the requirement for an executed extension or line connection agreement under the Service IGA, and to provide for Salida's provision of sewer service to Phase 1 of the Crossroads Village Subdivision development.

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

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

Section 2 – Definitions

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

- 2.1 “Agreement” means this Sewer Line Extension and Connection Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Appurtenant Sewer Service Lines” means all service lines and laterals necessary to deliver wastewater from Phase 1 of the Property into the Sewer Main.
- 2.3 “City” means the City of Salida, a Colorado statutory city.
- 2.4 “City Administrator” means the City Administrator of the City of Salida, Colorado, and the City Administrator’s designee.
- 2.5 “City Council” means the City Council of the City of Salida, Colorado.
- 2.6 “Developer” means Crossroads Village, LLC, and its successor(s).
- 2.7 “Development” means all work on the Property required to accomplish construction and installation of the Public Improvements. When the context so dictates, the verb “Develop” may be used in place of the noun “Development.”
- 2.8 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by Salida and the Developer.
- 2.9 “Performance Guarantee” means the bond of **\$626,704.47** posted by the Developer in accordance with the terms of its Subdivision Improvements Agreement with Poncha Springs dated June 1, 2018.
- 2.10 “Phase 1” means that portion of the Crossroads Village Subdivision that is the subject of this Agreement, and that includes Lots 1 thru 13 and Lots 37 thru 46 as shown by the red phase line on the final plat page 2 included as Exhibit A.
- 2.11 “Property” means the land that is known as the “Crossroads Village Subdivision” and described in attached **Exhibit A -Final Plat Page 2**.

- 2.12 “Public Improvements” means those Required Improvements constructed and installed by the Developer and dedicated to Salida in accordance with this Agreement, including without limitation wastewater collection mains and laterals and sewer manholes. The Required Improvements that are also Public Improvements are identified on page 2 of attached **Exhibit B**.
- 2.13 “Reimbursable Costs and Fees” means all fees and costs incurred by Salida in connection with Salida’s processing and review of the Public Improvements, and Salida’s drafting, review, and execution of this Agreement.
- 2.14 “Required Improvements” means the public and other improvements that the Developer is required to make to the Property, consistent and in compliance with the final plat approval and with the construction plans and drawings submitted to Salida and Poncha Springs for review and approval.
- 2.15 “Salida Municipal Code” means the City of Salida Municipal Code, updated through Supplement No. 5, Update 4 (May 23, 2018), as it may be amended.
- 2.16 “Service IGA” means the Intergovernmental Agreement for Provision of Sewer Services made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.17 “Sewer Main” means 835 linear feet of 8-inch sewer main to be constructed and installed by the Developer within the Town’s public right of way for Alabama Street.
- 2.18 “System IGA” means the Intergovernmental Agreement for Transfer of Sewer System made by and between the City of Salida and the Town of Poncha Springs on April 6, 2010.
- 2.19 “Town” means the Town of Poncha Springs.
- 2.20 “Warranty Period” means a period of one year from the date that the Salida Public Works Director or City Engineer, in accordance with the terms and conditions of paragraph 5.8 below, approves the Public Improvements and certifies their compliance with approved specifications.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between Salida and the Developer with respect to extension of sewer service to Phase 1 of the Property. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 Binding Agreement and Covenant Running with the Land. This Agreement benefits and is binding upon Salida, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.

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

Section 4 – Extension of Sewer Line and Provision of Sewer Service

- 4.1 Salida agrees to provide sewer service to Phase 1 of the Property, and the Developer agrees that it will construct and install the Public Improvements, including without limitation the Sewer Main and all Appurtenant Sewer Service Lines, only in accordance with the terms and conditions of this Agreement, the System IGA, and the Service IGA, and with the following:
- 4.1.2 All requirements of the Town Code and Town’s Subdivision Approval Ordinance;
 - 4.1.3 All requirements of the Salida Municipal Code;
 - 4.1.4 The City of Salida’s Standard Specifications for Construction, effective January 1, 2017, as they may be amended;
 - 4.1.5 The City of Salida Department of Public Works’ Design Criteria Manual for Water, Sewer, and Streets, effective January 1, 2017, as it may be amended;
 - 4.1.6 The Town’s applicable engineering standards for construction and installation of the Sewer Main and Appurtenant Sewer Service Lines, including without limitation standards for compaction in trenches, under pavement, under sidewalks, at valve boxes, and around manholes; and
 - 4.1.7 All other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The Developer acknowledges and agrees that in accordance with paragraph 1.c of the Service IGA and in accordance with the Salida Municipal Code, Salida is and will be under no obligation to provide sewer service to Phase 1 of the Property until all Public Improvements required hereunder have been completed and accepted by Salida; and that in accordance with paragraph 1.d of the Service IGA, Salida will have no obligation to provide sewer service to Phase 1 of the Property until Salida has formally approved and accepted the Public Improvements and has confirmed in writing to Poncha Springs that all terms and conditions of the System IGA and the Service IGA have been complied with to Salida’s satisfaction.

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

- 5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the System IGA, the Service IGA, the Salida Municipal Code, and all other applicable laws and regulations, including without limitation all Town Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to Salida in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.3 Required Improvements and Performance Guarantee. Attached **Exhibit B** provides a detailed list of the Required Improvements for which the Developer is responsible under the Town's final plat approval of the Property, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. Under the Developer's Subdivision Improvement Agreement for the Property, a copy of which agreement is attached as **Exhibit C**, the Developer has posted a Performance Guarantee in the form of a bond in the amount of **\$626,704.47** to ensure timely completion of the Required Improvements.
- 5.3.3 In accordance with paragraph 1.c of the Service IGA, the Town made Salida a third-party beneficiary of the Performance Guarantee associated with sewer service installation sections of the Developer's Subdivision Improvements Agreement for the Property.
- 5.3.4 Also in accordance with paragraph 1.c of the Service IGA, the Developer agrees that Salida is a third-party beneficiary of the Developer's Subdivision Improvements Agreement for the Property, that any default by the Developer hereunder will be deemed a default under the Subdivision Improvements Agreement, and that the Performance Guarantee (or rights to and in the same), to the extent of any estimated costs of the Public Improvements, may be made available to Salida in sufficient amounts in the event of default to provide for the completion of the Public Improvements.
- 5.3.5 In accordance with paragraph 1.d of the Service IGA, Salida agrees to perform all necessary inspections and, when appropriate, to provide required written confirmations in a timely fashion and within the time limitations, if any, imposed on Poncha Springs for inspecting the Public Improvements.
- 5.4 Prior Approval of Plans for Public Improvements. Before the Developer commences construction or installation of the Public Improvements, the Salida Public Works Director

or City Engineer must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer.

- 5.5 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement, industry standards, and Salida's rules, regulations, requirements, and criteria governing such construction.
- 5.5 Conveyance of Public Improvements. Within twenty-eight days of Salida's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer, at no cost to Salida, shall do the following:
- 5.5.1 Execute and deliver to Salida a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Consistent with Section 16-2-60(j) of the Salida Municipal Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.5.2 Execute and deliver to Salida a good and sufficient General Warranty Deed conveying to Salida, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Crossroads Village Subdivision plat recorded as Reception No. _____. Easements for public utilities must be at least twenty feet wide, ten feet wide on either side of the relevant infrastructure.
- 5.5.3 Deliver to Salida all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements, or make reasonable provision for the same to be delivered to Salida. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.
- 5.6 Warranty and Warranty Bond. The Developer shall warrant the Public Improvements for the Warranty Period, which is one year from the date that the Salida Public Works Director or City Engineer, in accordance with paragraph 5.8 below, approves the Public Improvements and certifies their compliance with approved specifications. The Developer shall provide a one-year warranty bond, substantially in the form of **Exhibit D**, for the Public Improvements, including without limitation the Sewer Main and Appurtenant Sewer Service Lines ("Warranty Bond"). In the Warranty Bond, the Developer shall list Salida as the benefitted owner of the Public Improvements.
- 5.6.1 In the event of any defect in workmanship or quality during the Warranty Period, the Developer shall correct the defect in workmanship or material.

- 5.62 In the event that any corrective work is performed by the Developer during the Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed.
- 5.63 Should the Developer default in its obligation to correct any defect in workmanship or material during the Warranty Period, the City will be entitled to draw on the Warranty Bond and/or to pursue any other remedy described in Section 7 below.
- 5.64 In addition to warranting the Public Improvements as described herein, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Warranty Period.
- 5.7 Observation of Development and Inspection of Public Improvements. Salida may observe all Development on the Property, and may inspect and test and/or require the Developer's qualified professional consultant(s) to inspect and test each component of the Public Improvements.
- 5.71 The Developer shall hire a qualified geotechnical consultant to provide quality assurance testing during the construction and installation of the Public Improvements, and shall deliver to Salida copies of all test reports.
- 5.72 The Developer shall hire a professional engineering consultant to provide construction management and inspections during the construction and installation of the Public Improvements, and to stamp the drawings and plans for the Public Improvements before such drawings and plans are reviewed and approved by the Salida Public Works Director or City Engineer pursuant to paragraph 5.4 above.
- 5.73 The Developer shall reimburse Salida for any and all costs associated with Salida's observation of Development on the Property and inspection and testing of the Public Improvements, and Salida will not give its written approval of the Public Improvements, as described in paragraph 5.8 below, until such costs, if any, have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction and installation.
- 5.8 Salida's Written Approval of Public Improvements. Upon the Developer's request, the Salida Public Works Director or City Engineer shall inspect the Public Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The Salida Public Works Director or City Engineer shall confirm in writing the date(s) on which (i) individual Public Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the approved plans and specifications.

- 5.9 Final Acceptance of Public Improvements. Upon expiration of the Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, Salida shall issue its final written acceptance of the Public Improvements. Thereafter, Salida shall maintain such Public Improvements.
- 5.10 Inspection Distinguished from Approval. A Salida official's inspection and/or verbal approval of the Development, at any particular time, will not constitute Salida's approval of the Public Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.8 above.
- 5.11 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.
- 5.12 Reimbursable Costs and Fees. The Developer shall pay to Salida the fees described below at the time set forth below:
- 5.12.1 The Developer shall reimburse Salida for all fees and actual costs incurred by Salida in connection with Salida's processing and review of the proposed Public Improvements, including without limitation Salida's review of the Developer's Subdivision Improvements Agreement with Poncha Springs and supporting documentation, and Salida's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to Salida's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by Salida in connection with processing and review of the proposed Public Improvements.
- 5.12.2 Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.
- 5.12.3 Reimbursable Costs and Fees attributable to work completed by the City Attorney or by Salida's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by Salida for that work.
- 5.12.4 Interest will be imposed at rate of 1.5% per month on all balances not paid to Salida within 30 days of the effective date of Salida's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance

with the notice provisions of paragraph 10.6 below. In addition to any and all remedies available to Salida and in the event Salida is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, Salida shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Section 6 – Development Schedule

- 6.1 Development Schedule. Attached **Exhibit F** provides the schedule according to which Development will occur, including construction and installation of the Public Improvements.
- 6.2 Development Phases. Each phase of Development must be planned so that the Developer's failure to proceed to a subsequent stage will not have an adverse impact on Salida's wastewater treatment system, process, or facilities.

Section 7 – Default by Developer and Salida's Remedies

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

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

Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Developer acknowledges that Salida cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Salida Municipal Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by Salida or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by Salida or its officers or agents or their designees.

8.2 Indemnification.

- 821 The Developer shall indemnify and hold harmless Salida, and Salida's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) acts or omissions by the Developer or its officers, employees, agents, consultants, contractors, or subcontractors in connection with this Agreement; (b) Salida's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Property or the construction and installation of the Public Improvements; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by Salida upon the Property or the Public Improvements; or (c) any other item contained in this Agreement.

- 822 The Developer shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against Salida as a result of Salida's approval of the Public Improvements; and shall reimburse Salida for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge Salida's approval of the Public Improvements. Nothing in this Agreement obligates or compels Salida to proceed with any action or referendum position.

- 823 Fees, expenses, and costs attributable to work completed by Salida staff, not including the City Attorney, will be determined based on the fee schedule attached to Salida's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.

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

Section 9 – Representations and Warranties

- 9.1 Developer's Representations and Warranties. The Developer represents and warrants to Salida that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 9.1.1 Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
 - 9.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
 - 9.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the approved final plat.
 - 9.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, the Public Improvements and associated easements to be conveyed to Salida hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation the Clean Water Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act.
 - 9.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.
- 92 Salida's Representations and Warranties. Salida represents and warrants to the Developer that the following are true and correct as of the date of Salida's execution of this Agreement and will be true and correct as of the Effective Date:

- 9.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of Salida, and is enforceable as to Salida in accordance with its terms.
- 9.2.2 Authorized signatory. The person executing this Agreement on behalf of Salida is duly authorized and empowered to execute this Agreement on behalf of Salida.
- 9.2.3 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which Salida is a party or by which Salida is bound or affected.

Section 10 – General Provisions

- 10.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of Salida to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of any Ordinances or resolutions authorizing or adopting this Agreement.
- 10.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject hereof, and is the total integrated agreement between the Parties with respect to that subject.
- 10.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 10.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.
- 10.5 Survival. Salida's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 10.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to Salida:

City of Salida
Attn: City Administrator
448 East First Street
Salida, CO 81201

Notice to the Developer: Crossroads Village, LLC
PO Box 115
Poncha Springs, CO 81201

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

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

Remainder of this page intentionally left blank. Signature page follows.

CITY OF SALIDA, COLORADO

By

Mayor

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
)
 s
 s.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2018
by _____, as Mayor, and by _____,
as Clerk, on behalf of the City of Salida, Colorado.

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

Notary Public

CROSSROADS VILLAGE, LLC

By Cinda Riley
Cinda Riley, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this 6th day of JUNE 2018 by
CINDA RILEY, MANAGING PARTNER

WITNESS my hand and official seal. My Commission expires: 10/11/2019.

Ronald B. Pocker
Notary Public

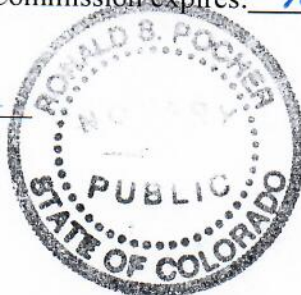


EXHIBIT B – CITY OF SALIDA PUBLIC IMPROVEMENTS
(HIGHLIGHTED IN YELLOW)

Bid Tab "Exhibit B"								
RMB C -CROSSROADS VILLAGE PROJECT PHASE 1								
Project #16024								
Date: 2/8/2018								
Const. Note	Est. Qty	Unit	Description	Acot Code	Material Unit Cost	Labor Unit Cost	Total Unit Cost	Total
Street Construction								
NA	1,312	l.f.	Rough Grade Alabama Street Sta 8+50 to 14+00 & Hoover Circle Sta 1+50 to 5+81				\$ 13.50	\$ 17,712.00
1	193	l.f.	Saw-cut existing paving & dispose				\$ 5.00	\$ 965.00
2	1	ls	Furnish & Install 34' cross pan & 2 Spandrels				\$ 1,875.00	\$ 1,875.00
3	6	e.a.	Furnish & Install ADA Curb Ramp Type 1				\$ 3,150.00	\$ 18,900.00
4	2,155	l.f.	Furnish & Install 6" Curb & Gutter				\$ 31.75	\$ 68,421.25
5	3,962	s.y.	Furnish & Install 3" AC paving over 6" Class VI				\$ 30.50	\$ 121,451.00
6	992	s.y.	Furnish & Install 4" Thick 5' Wide Sidewalk				\$ 54.00	\$ 53,568.00
7	0	e.a.	Furnish & Install Street Tree (do not bid)					
8	1,154	s.y.	Furnish & Install decorative rock planter				\$ 7.50	\$ 8,655.00
9	1,541	s.y.	Furnish & Install 4" Compacted Class VI in Alley				\$ 13.50	\$ 20,803.50
10	10	e.a.	Furnish & Install Solar Powered LED Street Light					
11	3	e.a.	Furnish & Install MUTCD R1-1 Stop & Street Name Sign				\$ 250.00	\$ 750.00
12	2	e.a.	Furnish & Install "One Way Do Not Enter Sign				\$ 250.00	\$ 500.00
13	3	e.a.	Furnish & Install 20mph speed limit sign				\$ 250.00	\$ 750.00
14	134	l.f.	Furnish & Install 18" ADS Irrigation Culvert				\$ 77.50	\$ 10,385.00
15	755	l.f.	Furnish & Install Alley Bioswale				\$ 10.00	\$ 7,550.00
16	3	e.a.	Furnish & Install Type 1 Concrete Driveway				\$ 1,375.00	\$ 4,125.00
17	1	e.a.	Furnish & Install One Way Sign				\$ 250.00	\$ 250.00
18	2	e.a.	Furnish & Install White Directional Arrow Marking				\$ 500.00	\$ 1,000.00
19	32	l.f.	Furnish & Install 6" Cross Gutter				\$ 55.00	\$ 1,760.00
20	6	e.a.	Furnish & Install Type 2 ADA Curb Ramp				\$ 1,500.00	\$ 9,000.00
	15	e.a.	Sidewalk Parkway 2" Irrigation Sleeves (not on dwg.)				\$ 50.00	\$ 750.00
Sub-Total								\$ 349,170.75
Const. Note	Est. Qty	Unit	Description	Acot Code	Material Unit Cost	Labor Unit Cost	Total Unit Cost	Total
Sewer Construction								
21	1	e.a.	Core Existing Manhole & Connect				\$ 1,500.00	\$ 1,500.00
22	835	l.f.	Furnish & Install 8" SDR 35 Sewer Main				\$ 68.00	\$ 56,780.00
23	4	e.a.	Furnish & Install 4 Dia Manhole				\$ 3,500.00	\$ 14,000.00
24	26	e.a.	Furnish & Install 4" Sewer Tap & Service				\$ 1,130.00	\$ 29,380.00
25	148	l.f.	Furnish & Install 6" Schedule 40 Sewer Service				\$ 55.14	\$ 8,160.72
26	2	e.a.	Furnish & Install Sewer Cleanout per Detail 14 (in asphalt)				\$ 450.00	\$ 900.00
27	2	e.a.	Furnish & Install Sewer Cleanout per Detail 14 (in asphalt)				\$ 150.00	\$ 300.00
	1	ea	Plug 8" sewer Main at Phase Line				\$ 100.00	\$ 100.00
Sub-Total								\$ 111,120.72
Water Construction								
28	30	s.y.	Sewout & Dispose of Asphalt & Patch				\$ 36.00	\$ 1,080.00
29	1	e.a.	Connect to Existing Water Main				\$ 895.00	\$ 895.00
30	1	e.a.	Furnish & Install 6"x8" Tee, 8" Gate Valve & 6" Gate Valve				\$ 2,419.00	\$ 2,419.00
31	987	l.f.	Furnish & Install 8" C900 Water Main				\$ 50.00	\$ 49,350.00
32	22	e.a.	Furnish & Install 3/4" Water Service Assy.				\$ 2,275.00	\$ 50,050.00
33	3	e.a.	Furnish & Install 1" Water Service Assy				\$ 3,427.00	\$ 10,281.00
34	2	e.a.	Furnish & Install 8" 90 Degree Bend				\$ 785.00	\$ 1,570.00
35	3	e.a.	Furnish & Install 6" Fire Hydrant Assembly				\$ 6,580.00	\$ 19,740.00
36	0	e.a.	(1) 8" Tee & (2) 8" Gate Valves				\$ -	\$ -
37	0	e.a.	Furnish & Install 8" Deflection Coupling				\$ 250.00	\$ -
38	1	e.a.	Furnish & Install 8" Cap				\$ 500.00	\$ 500.00
39	1	e.a.	Furnish & Install 6" x 8" Reducer & Deflection Coupling				\$ 1,600.00	\$ 1,600.00
40	2	l.f.	Furnish & Install Concrete Encasement				\$ 2,141.00	\$ 4,282.00
41	0	e.a.	Furnish & Install Valve Box Concrete Collars				\$ 250.00	\$ -
42	0	e.a.	Furnish & Install 8" Valve (phase end not on dwg.)				\$ 200.00	\$ -
43	3	e.a.	Furnish & Install Concrete Valve Collar					
Sub-Total								\$ 135,727.00
Misc. Const. Cost								
1		1	Bonding	%SP				\$ 8,231.00
2	1s	1	Construction Surveying by Licensed Survey	%SP				\$ 8,000.00
3		1	Stormwater & Erosion Control PHASE 1 ONLY	%SP				\$ 13,455.00
4		1	Traffic Control	%SP				\$ 1,000.00
Sub-Total								\$ 30,686.00
Contractor Bid Total								\$ 626,704.47

EXHIBIT C - TOWN OF PONCHA SPRINGS DEVELOPMENT AGREEMENT

**TOWN OF PONCHA SPRINGS, COLORADO
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR CROSSROADS VILLAGE PHASE 1**

THIS AGREEMENT is made and entered into as of the 1 day of June, 2018, by and between RMBC Properties, LLC, whose address is P.O. Box 115 Poncha Springs, CO 81242, hereinafter referred to as "Owner," and the Town of Poncha Springs, Colorado whose address is 333 Burnett Ave. Poncha Springs, CO 81242, sometimes hereinafter referred to as the "Town", together referred to as "the Parties."

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** This Agreement pertains to Improvements to be constructed on the Property in connection with and as a condition of development of Phase 1 the Property. Phase 1 specifically includes Lots 1-13 and Lots 37-46 as shown on the Final Plat Exhibit A.

2. **Exhibits and Inclusions.** This Agreement includes the following Exhibits which are attached hereto and incorporated herein by this reference:

- a. **Exhibit A:** Legal Description of the Property (Final Plat)
- b. **Exhibit B:** Improvements Quantities and Cost Estimates (Y&K Phase 1 Bid Tab)

- c. **Exhibit C:** Wet Stamped Engineering plans prepared by Crabtree Group Inc. dated August, 2017 submitted to and approved by the Town, and included as a part of this Agreement (together with any modifications thereto agreed to by the Parties), referred to hereinafter as the "Engineering Plans".
- d. **Exhibit D:** Form of Partial Release of Letter of Credit if applicable.

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

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

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

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

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

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

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

8. **Security.**

- a. Owner shall secure for all of its obligations under this Agreement in respect of the Improvements by furnishing to the Town in either cash, Performance/Warranty Bond or via letter of credit in the amount of Six Hundred Twenty Six Thousand, Seven Hundred and Four and 47/100_Dollars \$626,704.47, in a form acceptable to the Town issued by a Colorado bank or another lender (the "Issuer") acceptable to the Town.
- b. If Owner fails to perform or observe any obligation or condition required by this Agreement, and if such default or defaults remains uncured for more than thirty (30) days after Owner's receipt of written notice thereof from the Town, the Town may either: a) cure the default at Owner's expense and draw on the Letter of Credit from time to time to pay the costs it incurs in connection therewith, or b) issue written notice advising Owner that specific Improvements constructed in question have been deemed unacceptable until the Owner complies with all obligations and conditions within this Agreement.
- c. The procedures for drawing on the Letter of Credit or Performance/Warranty Bond shall apply whether there may be one or more defaults, or a succession of defaults on the part of Owner in performing the terms, requirements and conditions contained in this Agreement.
- d. If requested by Owner, the Town may consider allowing partial releases of the Letter of Credit as construction of the Improvements progresses. Partial releases shall be considered only for the completion of Improvement items and quantities as identified within

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

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

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

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

Improvements without the Town's approval shall be at the risk of subsequent rejection.

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

12. **Protection.**

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

13. **Construction Inspection.** Inspection shall be provided to assure that all work is performed in accordance with the approved Engineering Plans, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Indemnification.**

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

- b. The indemnity contained in this Paragraph benefits the Town and its agents only. This Paragraph confers no benefit or right upon any third party.
- c. The Town does not waive its right to assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as well as the limitation upon liability provided therein.

21. **Additional Conditions.**

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

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

- e. **Force Majeure.** If Owner's performance of the Improvements is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, unusual delay in delivery, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by the Town, unavoidable casualties or any other causes reasonably beyond Owner's control, then the Owner's time shall be extended for such duration as provided elsewhere in this section upon Owner's timely submission of its request for an extension of time.
- f. **Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Chaffee County, Colorado.
- g. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- i. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.
- j. **Vested Rights.** The Town acknowledges and agrees that: (i) the Town has approved the Project, (ii) such approval is considered a site specific development plan, and (iii) pursuant to Section 4-4-14 of the Town Code and Article 68 of Title 24, C.R.S., Owner has obtained vested property rights to develop the Project for a period of three (3) years commencing on the date of this Agreement, subject to Town Code Section 4-4-6. Notwithstanding anything to the contrary set forth in Paragraph 21.e above, the three (3) year period for Owner's vested property rights to develop the Project will not be extended for

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

- k. **Lot Sales Restriction.** Owner may not enter into any contract for the sale of any of the Lots which may have been created by a Plat for the Project until the following items are completed in the order described:
- i. Completed a signed Subdivision Improvements Agreement with the Town.
 - ii. Provided the Town financial security required by this Agreement.
 - iii. Met all the conditions of the Subdivision Improvements Agreement. To include completion of infrastructure improvements, final inspection and acceptance of the improvements by the Town, provided a bill of sale, lien release from the contractor or contractors completing the work, and Two year written warranty to the Town for the improvements the Town is accepting.
 - iv. Agreed to and accepted a Lot Sales Restriction on the lots subject to the Subdivision Improvements Agreement and any lots in the subdivision for which a subdivision improvements agreement has not been completed.
 - v. Upon completion of the items identified above, the lot sales restriction for the associated lots in this Subdivision Improvements Agreement, specifically Phase I including Lots 1-13 and Lots 34-46 as shown on the Final Plat Exhibit A, shall be released formally by the adoption of a resolution by the Town of Poncha Springs Board of Trustees. Only upon adoption of said resolution, which shall be recorded with the Clerk and Recorder of Chaffee County, Colorado, shall the Owner be entitled to convey title to the lots identified.
 - vi. This Section shall not be construed to restrict Owner's right to sell the Project to another developer as a bulk sale.
- l. **Specific Conditions.** Owner hereby agrees to the following specific conditions: __Lots 14-36 (Phase 2), which are not subject to this SIA shall be subject to a separately filed Lot Sales Restriction until such time as an SIA is completed with the Town for Phase 2 and the terms of the Phase 2 SIA are met.

Exhibit A

SITE IMPROVEMENTS AGREEMENT

Legal Description of the Project

LOT NO. 6
PONCHA VISTA SUBDIVISION
PER PLAT RECORDED AUGUST 24, 2004 AS RECEPTION NO. 345812
TOWN OF PONCHA SPRINGS,
CHAFFEE COUNTY, COLORADO

SUBJECT TO THE RIGHTS OF OTHERS TO OPERATE, MAINTAIN AND REPAIR ANY IRRIGATION
THE ABOVE DESCRIBED PROPERTY.

**"CROSSROADS VILLAGE"
SUBDIVISION**

PONCHA SPRINGS, COLORADO

AND ALABAMA STREET, HOOVER CIRCLE AND PONCHA AVENUE RIGHT-OF-WAYS SHALL BE CONVEYED
OF PONCHA SPRINGS AND SHALL BE PUBLIC ROADS FOR USE AS A ROAD AND THE PLACEMENT OF
THE TOWN OF PONCHA SPRINGS SHALL NOT ACCEPT MAINTENANCE OF THE ROADS UNTIL SUCH TIME
IMPROVED TO TOWN STANDARDS AND ACCEPTANCE IS APPROVED BY THE TOWN.

AND ALLEY (NORTH) AND ALLEY (SOUTH) RIGHT-OF-WAYS SHALL BE DEDICATED AS PUBLIC UTILITY
EASEMENTS. THE MAINTENANCE OF THE ALLEYS SHALL BE THE RESPONSIBILITY OF THE CROSSROADS

AND LOTS 1 THROUGH 43, 45 AND 46 SHALL BE SUBJECT TO UTILITY EASEMENTS, BEING 5.0 FEET
SIDE OF ABUTTING SIDE LOT LINES, AS DEPICTED IN DETAILS A THROUGH D SHOWN HEREON.

AND LOT 44 SHALL BE SUBJECT TO A 20-FOOT WIDE DITCH EASEMENT, AS SHOWN ON THE PLAT
OF THE OWNERS OF IRRIGATION DITCHES CROSSING SAID LOT TO OPERATE, MAINTAIN, REPAIR AND
DITCHES PURSUANT TO THE LAWS PERTAINING TO DITCH RIGHTS OF THE STATE OF COLORADO.

AND ALL UTILITIES CONSTRUCTED HEREAFTER SHALL BE PLACED UNDERGROUND.

AND WATER MAINS, PLACED IN THE PUBLIC RIGHT-OF-WAY BY THE OWNER, SHALL BE CONVEYED
PONCHA SPRINGS UPON ACCEPTANCE BY THE TOWN.

AND SEWER MAINS, PLACED IN THE PUBLIC RIGHT-OF-WAY BY THE OWNER, SHALL BE CONVEYED
SAIDA UPON ACCEPTANCE BY THE CITY.

AND ALL NON-TRIBUTARY GROUNDWATER UNDERLYING THE SUBDIVISION IS HEREBY CONVEYED TO
SPRINGS, IN PERPETUITY, IN THE MANNER AND FORM AS AUTHORIZED BY C.R.S. 37-90-137(8); F
THE TOWN'S MUNICIPAL WATER SERVICE PLAN.

Exhibit B

SITE IMPROVEMENTS AGREEMENT

Improvements Quantities and Cost Estimates

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

Subtotal: \$515,583.75

All other improvements and work items.

Subtotal: \$111,120.72 (City of Salida Sewer) _____

Grand Total: \$626,704.47 _____

Bid Tab "Exhibit A"							
RMBC -CROSSROADS VILLAGE PROJECT PHASE 1							
Project #16024							
Date: 2/8/2018							
Const. Note	Est. Qty	Unit	Description	Acct Code	Material Unit Cost	Labor Unit Cost	Total
							Total
Street Construction							
NA	1,312	l.f.	Rough Grade Alabama Street Sta 8+50 to 14+00 & Hoover Circle Sta 1+50 to 5+81				\$ 13.50 \$ 17,712.00
1	193	l.f.	Saw-cut existing paving & dispose				\$ 5.00 \$ 965.00
2	1	l.s.	Furnish & Install 34' cross pan & 2 Spandrels				\$ 1,875.00 \$ 1,875.00
3	6	e.a.	Furnish & Install ADA Curb Ramp Type 1				\$ 3,150.00 \$ 18,900.00
4	2,155	l.f.	Furnish & Install 6" Curb & Gutter				\$ 31.75 \$ 68,421.25
5	3,982	s.y.	Furnish & Install 3" AC paving over 6" Class VI				\$ 30.50 \$ 121,451.00
6	992	s.y.	Furnish & Install 4" Thick 5' Wide Sidewalk				\$ 54.00 \$ 53,568.00
7	0	e.a.	Furnish & Install Street Tree (do not bid)				
8	1,154	s.y.	Furnish & Install decorative rock planter				
9	1,541	s.y.	Furnish & Install 4" Compacted Class VI In Alley				\$ 7.50 \$ 8,655.00
10	10	e.a.	Furnish & Install Solar Powered LED Street Light				\$ 13.50 \$ 20,803.50
11	3	e.a.	Furnish & Install MUTCD R1-1 Stop & Street Name Sign				\$ 250.00 \$ 750.00
12	2	e.a.	Furnish & Install "One Way Do Not Enter Sign				\$ 250.00 \$ 500.00
13	3	e.a.	Furnish & Install 20mph speed limit sign				\$ 250.00 \$ 750.00
14	134	l.f.	Furnish & Install 18" ADS Irrigation Culvert				\$ 77.50 \$ 10,385.00
15	755	l.f.	Furnish & Install Alley Bioswale				\$ 10.00 \$ 7,550.00
16	3	e.a.	Furnish & Install Type 1 Concrete Driveway				\$ 1,375.00 \$ 4,125.00
17	1	e.a.	Furnish & Install One Way Sign				\$ 250.00 \$ 250.00
18	2	e.a.	Furnish & Install White Directional Arrow Marking				\$ 500.00 \$ 1,000.00
19	32	l.f.	Furnish & Install 6" Cross Gutter				\$ 55.00 \$ 1,760.00
20	6	e.a.	Furnish & Install Type 2 ADA Curb Ramp				\$ 1,500.00 \$ 9,000.00
	15	e.a.	Sidewalk Parkway 2" Irrigation Sleeves (not on dwg.)				\$ 50.00 \$ 750.00
							\$ 349,170.75
B sewer Construction							
21	1	e.a.	Core Existing Manhole & Connect				\$ 1,500.00 \$ 1,500.00
22	835	l.f.	Furnish & Install 8" SDR 35 Sewer Main				\$ 68.00 \$ 56,780.00
23	4	e.a.	Furnish & Install 4' Dia Manhole				\$ 3,500.00 \$ 14,000.00
24	26	e.a.	Furnish & Install 4" Sewer Tap & Service				\$ 1,130.00 \$ 29,380.00
25	148	l.f.	Furnish & Install 6" Schedule 40 Sewer Service				\$ 55.14 \$ 8,160.72
26	2	e.a.	Furnish & Install Sewer Cleanout per Detail 14 (in asphalt)				\$ 450.00 \$ 900.00
27	2	e.a.	Furnish & Install Sewer Cleanout per Detail 14 (in asphalt)				\$ 150.00 \$ 300.00
	1	ea	Plug 8" sewer Main at Phase Line				\$ 100.00 \$ 100.00
							\$ 111,120.72

Exhibit C

SITE IMPROVEMENTS AGREEMENT

Engineering Plans

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

Exhibit D

SITE IMPROVEMENTS AGREEMENT

Form of Partial Release of Letter of Credit

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

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

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

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

TOWN OF PONCHA SPRINGS, a Colorado
municipal corporation

By: _____
Its: _____

Exhibit E
PERFORMANCE/WARRANTY BOND

PERFORMANCE BOND

Bond # 54219665

KNOW ALL MEN BY THESE PRESENTS: That

Y&K Excavation Inc.

(Name of Contractor)

P.O. Box 507, Salida, CO 81201-0507

(Address of Contractor)

a **Corporation**, hereinafter called Principal,
(Corporation, Partnership or Individual)

and

United Fire & Casualty Company

(Name of Surety)

P.O. Box 73909, Cedar Rapids, IA 73909

(Address of Surety)

Hereinafter called Surety, are jointly and severally held and firmly bound unto

RMBC Properties, LLC

(Name of Owner)

203 F. Street, Salida, CO 81201

(Address of Owner)

hereinafter called OWNER, in the penal sum of **Six Hundred Twenty-six Thousand Seven Hundred Four And 47/100THS**

DOLLARS, (\$626,704.47)) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 1st day of May, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

2017 Crossroads Village Project, Contract No. 16034

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. Additionally, the Surety agrees to be bound by and fully comply with all of the provisions of the Contract that is the subject of this BOND.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 17th day of May, 2018.

ATTEST:

Dionis H. Kaess
(Principal) Secretary
Francis Livings
Witness as to Principal

Y&K Excavation Inc.
Principal

By Donald R. Kane J

P.O. Box 507
(Address)
Salida, CO 81201-0507

P.O. Box 507
(Address)
Salida, CO 81201-0507

ATTEST:

[Signature]
Witness as to Surety

1125 17th Street, 9th Floor
(Address)
Denver, CO 80202

United Fire & Casualty Company
Surety

By Christina L. Townsend
Christina L. Townsend Attorney-in-Fact

P.O. Box 73909
(Address)
Cedar Rapids, IA 73909

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute bond, certified to include the date of the bond.)

UNITED FIRE & CASUALTY COMPANY
118 2ND Ave SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909

MULTIPLE OBLIGEE RIDER

To be attached to and form part of Bond Number 54219665

with UNITED FIRE & CASUALTY COMPANY as Surety,

Y&K Excavation, Inc. as Principal and

RMBC Properties, LLC as Obligee,

for valuable consideration, hereby agree respectively in connection with a contract for

2017 Crossroads Village Project, Contract No. 16034

which bond and contract are made a part hereof by reference, shall now include as additional Obligee(s)

Town of Poncha Springs and the City of Salida

This bond is subject to the condition that no Obligee shall have any right or action greater than those of any other Obligee and shall be subject to all offsets and defenses, however arising, which might be available against any other Obligee, their agents and representatives, in addition to any offsets or defenses that might be available against themselves.

In no event shall the Surety be liable in the aggregate to the Obligees for more than the penalty of this bond. At Surety's election, any payment due to any Obligee may be made by its check issued to the Obligees jointly.

Neither the execution nor language of this instrument, nor any previous negotiations, shall be construed as relieving any Obligee from the due and timely performance of such obligations and duties as he, or his agent or representative, may owe to the Principal or the Surety under the contract or bond.

WITNESS the following signatures and seals this 17th day of May, 2018.

Y&K Excavation, Inc.
(Principal)

By: Donald R. Hanson VP
(Name & Title)

UNITED FIRE & CASUALTY COMPANY
(Surety)

Christina L. Townsend
Christina L. Townsend Attorney-in-Fact





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

June 19, 2018 Regular Meeting Packet
Inquiries: Surety Department
Page 81 of 135
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JONATHAN B. LAND, TIMOTHY J. BLANCHARD, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, ROBERT CHARLES TORREZ, TERRI L. REESE, VICKIE GOLOBIC, MARY R. RIDENOUR, RUTH ANNE LINDSAY, JOHNA KATHRYN MOORS, RUSSELL A. HENNINGER III, BARBARA J. ARNOLD, MARY ANN EURICH, VICTOR D. PAWLEY, AUTUMN L. WILLIAMSON, EACH INDIVIDUALLY OF DENVER CO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$7,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 4th day of November, 2019 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 4th day of November, 2017

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

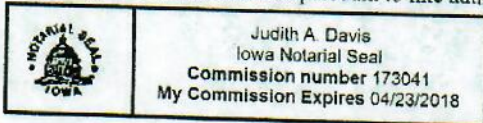
By: *Dennis J. Richman* Vice President



State of Iowa, County of Linn, ss:

On 4th day of November, 2017, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 4th day of May, 20 18.



By: *David A. Lange*
Secretary, UF&C
Assistant Secretary, UF&I/FPIC

EXHIBIT D – WARRANTY BOND

PERFORMANCE BOND

Bond # 54219665

KNOW ALL MEN BY THESE PRESENTS: That

Y&K Excavation Inc.

(Name of Contractor)

P.O. Box 507, Salida, CO 81201-0507

(Address of Contractor)

a **Corporation**, hereinafter called Principal,
(Corporation, Partnership or Individual)

and

United Fire & Casualty Company

(Name of Surety)

P.O. Box 73909, Cedar Rapids, IA 73909

(Address of Surety)

Hereinafter called Surety, are jointly and severally held and firmly bound unto

RMBC Properties, LLC

(Name of Owner)

203 F. Street, Salida, CO 81201

(Address of Owner)

hereinafter called OWNER, in the penal sum of **Six Hundred Twenty-six Thousand Seven Hundred Four And 47/100THS**

DOLLARS, (\$626,704.47) in lawful money of the United States, for the payment of which sum well and and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the **1st** day of **May**, **2018**, a copy of which is hereto attached and made a part hereof for the construction of:

2017 Crossroads Village Project, Contract No. 16034

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. Additionally, the Surety agrees to be bound by and fully comply with all of the provisions of the Contract that is the subject of this BOND.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one
(number)
of which shall be deemed an original, this 17th day of May, 2018.

ATTEST:

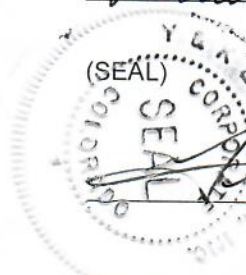
Dawnis H. Haess
(Principal) Secretary

Y&K Excavation Inc.
Principal

By Donald R. [Signature]

P.O. Box 507
(Address)

Salida, CO 81201-0507



[Signature]
Witness as to Principal

P.O. Box 507
(Address)

Salida, CO 81201-0507

ATTEST:

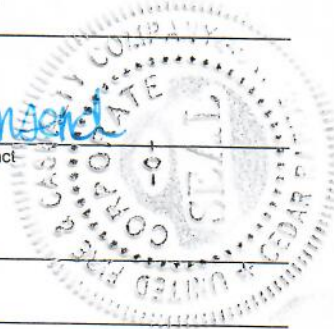
[Signature]
Witness as to Surety

United Fire & Casualty Company
Surety

By Christina L. Townsend
Christina L. Townsend Attorney-in-Fact

P.O. Box 73909
(Address)

Cedar Rapids, IA 73909



1125 17th Street, 9th Floor
(Address)

Denver, CO 80202

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute bond, certified to include the date of the bond.)

UNITED FIRE & CASUALTY COMPANY

118 2ND Ave SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909

MULTIPLE OBLIGEE RIDER

To be attached to and form part of Bond Number 54219665

with UNITED FIRE & CASUALTY COMPANY as Surety,

Y&K Excavation, Inc. as Principal and

RMBC Properties, LLC as Obligee,

for valuable consideration, hereby agree respectively in connection with a contract for

2017 Crossroads Village Project, Contract No. 16034

which bond and contract are made a part hereof by reference, shall now include as additional Obligee(s)

Town of Poncha Springs and the City of Salida

This bond is subject to the condition that no Obligee shall have any right or action greater than those of any other Obligee and shall be subject to all offsets and defenses, however arising, which might be available against any other Obligee, their agents and representatives, in addition to any offsets or defenses that might be available against themselves.

In no event shall the Surety be liable in the aggregate to the Obligees for more than the penalty of this bond. At Surety's election, any payment due to any Obligee may be made by its check issued to the Obligees jointly.

Neither the execution nor language of this instrument, nor any previous negotiations, shall be construed as relieving any Obligee from the due and timely performance of such obligations and duties as he, or his agent or representative, may owe to the Principal or the Surety under the contract or bond.

WITNESS the following signatures and seals this 17th day of May, 2018.

Y&K Excavation, Inc.

(Principal)

By: Donal A. King VP

(Name & Title)

UNITED FIRE & CASUALTY COMPANY

(Surety)

Christina L. Townsend

Christina L. Townsend Attorney-in-Fact





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401
 June 19, 2018 Regular Meeting Packet
 Page 66 of 135

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JONATHAN B. LAND, TIMOTHY J. BLANCHARD, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, ROBERT CHARLES TORREZ, TERRI L. REESE, VICKIE GOLOBIC, MARY R. RIDENOUR, RUTH ANNE LINDSAY, JOHNA KATHRYN MOORS, RUSSELL A. HENNINGER III, BARBARA J. ARNOLD, MARY ANN EURICH, VICTOR D. PAWLEY, AUTUMN L. WILLIAMSON, EACH INDIVIDUALLY of DENVER CO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$7,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 4th day of November, 2019 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 4th day of November, 2017

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

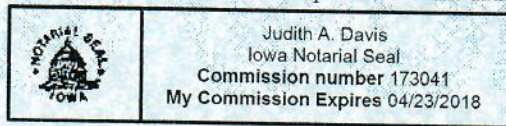
By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:

On 4th day of November, 2017, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 4th day of May, 2018.

By: *David A. Lange*

Secretary, UF&C
 Assistant Secretary, UF&I/FPIC



EXHIBIT E – CITY OF SALIDA FEE SCHEDULE

Exhibit E

Open Records Policy

Fee Schedule

Charges must be paid before service is provided.

The City does not allow payment terms on copies or other services in conjunction with open records requests.

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

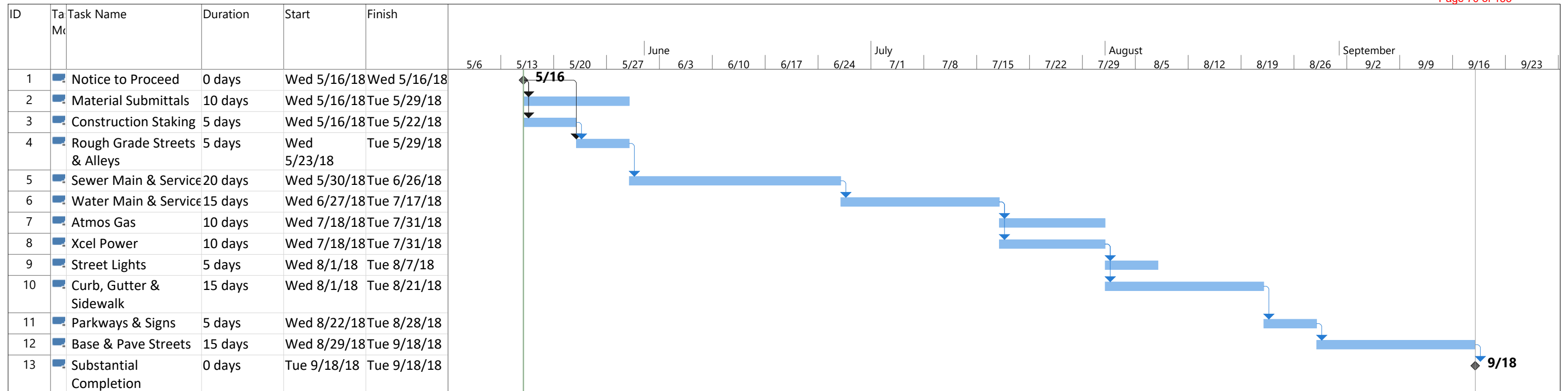
Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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

EXHIBIT F – CONSTRUCTION SCHEDULE



Project: RMBC BASELINE Date: Wed 5/16/18	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT

This Hardware Rental, Software License and Services Agreement (hereafter the “Agreement”) dated this 11th day of June 2018 is made by and between the City of Salida, located at 448 E. 1st Street, #112, Salida, CO 81201 (hereafter the “Customer”) and Dominion Voting Systems Inc., located at 1201 18th Street, Suite 210, Denver, CO 80202 (hereafter “Dominion”). This Agreement may refer to Dominion and the Customer together as the “Parties,” or may refer to Dominion or the Customer individually as a “Party.”

1. **Composition of Agreement.** Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following Sections, together with Exhibit A:

Exhibit A: Hardware Rental, Services, Pricing and Payment Summary

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

- 2.1. "Dominion Software" means software licensed by Dominion to the Customer.
- 2.2. "Hardware" means Dominion’s proprietary voting system hardware as specified in Exhibit A herein.
- 2.3. "Licensed Software" means the Dominion Software and Third-Party Software, collectively, together with any user manuals or other associated documentation as described in Section 6 herein.
- 2.4. “Specifications” means descriptions and data regarding the features, functions and performance of the Dominion Software, as set forth in user manuals or other applicable documentation provided by Dominion.

3. **Effective Date and Term of Agreement.** All rights and obligations under this Agreement shall become effective and enforceable only upon the calling of an election. The payment terms of Section 5, to extent of any payments are still due, shall survive any expiration or termination of this Agreement. If no election is called, the Agreement shall be void.

4. **Dominion's Responsibilities.**

- 4.1. Dominion shall provide the Customer with the licensed rental hardware and software, and the services described in Exhibit A.
- 4.2. Dominion shall grant to the Customer a non-exclusive, non-transferable, license ("License") to use the Dominion Software and Hardware provided by Dominion pursuant to Section 6 of this Agreement.

5. **Customer's Responsibilities.**

- 5.1. In consideration for the rental, licenses and services described in this Agreement,

Customer shall pay the amounts specified in Exhibit A. Customer is responsible for all sales, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Dominion with a tax exemption certificate.

- 5.2. Customer shall provide Dominion with physical accommodations reasonably required for Dominion to perform its obligations, including premises access, electrical power, and data connectivity.
- 5.3. Customer is solely responsible for assuring all relevant federal, State, and local laws, ruling and ordinances are complied with in regard to the use of Dominion's system for any Customer election, including all associated election guidelines and applicable election due dates. Notwithstanding any other provision in this Agreement to the contrary, Customer shall hold Dominion harmless from and against any and all claims, demands, damages, injuries, expenses (including reasonable attorneys' fees and court costs) and liability arising in connection with the Customer's responsibility pursuant to this Section 5.

6. Software and Hardware Rental, License and Use.

- 6.1. Hardware. Dominion agrees to rent the Hardware to Customer during the Term as described in Exhibit A herein.
- 6.2. License. Subject to the terms of this Agreement, Dominion grants Customer a non-exclusive, non-transferrable license to use the Software and Hardware solely for the Customer's own internal business purposes. This License shall only be effective during the Term and cannot be transferred or sublicensed.
- 6.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Without limiting the foregoing sentence, Customer agrees to use the Dominion Software outlined in Exhibit A herein, and agrees not to use any Dominion Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Dominion Software. The Customer shall have no power to grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.
- 6.4. Prohibited Acts. The Customer shall not, without the prior written permission of Dominion:
 - 6.4.1. Transfer or copy onto any storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
 - 6.4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software or Hardware in whole or in part;

- 6.4.3. Alter or modify the Software or Hardware in any way or prepare any derivative works of the Software or Hardware;
 - 6.4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software or Hardware, or fail to reproduce the same on any lawful copies of the Software.
- 6.5. Proprietary Rights. Customer acknowledges and agrees that Dominion owns the Dominion Hardware, Dominion Software, all documentation and training materials provided by Dominion, the design and configuration of the Dominion Hardware and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Dominion Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. Dominion likewise owns all patents, trade-marks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of Dominion which are protected by law and are of substantial value to Dominion.

7. Limited Warranties.

- 7.1. Dominion Software and Hardware. Dominion warrants that, during the term of this agreement, the Software and Hardware will function in accordance with the Specification. If the Customer believes that the Software or Hardware is not functioning substantially in accordance with the Specifications, the Customer shall provide Dominion with written notice of the material failure within ten (10) days of discovering the material failure, provided that the Customer can reproduce the material failure to Dominion. Dominion shall use reasonable efforts to correct the material failure of the Software or Hardware. The foregoing warranty shall be void in the event of the Software or Hardware (i) has been modified by any party other than Dominion or its licensors or (ii) has been used by the Customer for purposes other than those for which the Software or Hardware was licensed.
- 7.2. Third-Party Products. The warranties in this Sections 7 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Dominion shall pass through to the Customer all warranties such manufacturers make to Dominion regarding the operation of such Third-Party Products.
- 7.3. NO OTHER WARRANTIES. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

- 8. Indemnification.** To the extent permitted by law, each Party to this Agreement shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising out of or caused by the indemnifying party's gross negligence or willful misconduct in connection with the services contemplated by this Agreement. In addition, to the extent permitted by law, Customer shall indemnify and hold harmless Dominion from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Software and Hardware licensed under this Agreement, in the manner designated by Dominion.
- 9. Limitation of Liability.** Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.
- 10. Confidential Information.**

 - 10.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 10.1. Confidential Information includes all Dominion Software source and object code and written documentation associated therewith.
 - 10.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.
 - 10.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, to any person properly seeking discovery before any such agency or court, or as may be required by law.
 - 10.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

11. Termination. If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.

12. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when, personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems Inc.
Attn: Office of General Counsel
1201 18th St, Suite 210
Denver CO 80202

If to the Customer:

Lynda Travis
Deputy City Clerk
City of Salida
448 E. 1st Street, #112,
Salida, CO 81201 O: 719-530-2630
Lynda.travis@cityofsalida.com

13. Risk of Loss Insurance, Title. Customer shall bear the entire risk of loss or damage to the Hardware and Software after Customer receipt of the Hardware and Software. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees prescribed under this Agreement. Customer may, at its own expense and option, obtain and maintain property and casualty insurance for the Hardware and Software against all risks of loss or damage. The amount of such insurance shall not be less than the replacement cost of the Hardware and Software. All policies for such insurance shall (i) designate Dominion as an additional insured and Dominion and Customer as loss payees, as their interests may appear and (ii) contain a provision that entitles Dominion to at least fifteen (15) days' written notice prior to cancellation or modification of such insurance policy. Customer shall not be relieved of the obligation to reimburse Dominion for the costs associated with damage or loss to the Hardware and/or Software by failing to obtain the insurance coverage as described above. Title to the Hardware and Software will remain with Dominion and will not pass to the Customer.

14. Assignment and Right to Subcontract. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.

15. Governing Law. This Agreement will be construed under the laws of the State of Colorado, and the courts within the State of Colorado shall have jurisdiction for all actions to enforce

this Agreement.

16. **Survival.** The provisions of Sections and Subsections 1, 2, 3, 7, 8, 9, 15, and 18 shall survive the expiration or termination of this Agreement.
17. **Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, war, acts of terrorism; natural disasters; industry-wide labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances.
18. **Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.
19. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions herein.
20. **No Third Party Beneficiaries.** Dominion and the Customer agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.
21. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

DATE

CITY OF SALIDA, CO

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

EXHIBIT A
HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT
CITY OF SALIDA, CO CITY CLERK

Hardware Rental, Services, Pricing and Payment Summary

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Central Scanning Hardware & Software			
ImageCast Central Includes:	1	\$2,000	\$2,000
<ul style="list-style-type: none"> Canon DR-G1130 high speed document scanner. - ImageCast® Central Software including third party Kofax VRS 4.5 software. - OptiPlex 9020 All-in-One Series with pre-loaded software - One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables 			
Sub-Total:			\$2,000
EMS Democracy Suite / Adjudication Hardware			
Democracy Suite and Adjudication Hardware (server and one Adj workstations)	1	\$1,000	\$1,000
Sub-Total:			\$1,000
EMS Democracy Suite / Adjudication Software			
Democracy Suite (EMS)and Adjudication Software	1	\$1,000	\$1,000
Sub-Total:			\$1,000
Election Services			
Election Database Set Up	1	\$2,448	\$2,448
Logic and Accuracy Testing (1 resource 1/2 day)	1	\$1,000	\$1,000
Election Day / Night Support (1 resource 1 day)	1	\$2,000	\$2,000
Sub-Total:			\$5,448
Total Per Election Cost			\$9,448



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018

AGENDA ITEM NO. Choose an item.	ORIGINATING DEPARTMENT: Recreation & Aquatic Center	PRESENTED BY: Lynda Travis
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ITEM:

Council Action Final Settlement 2017 Scout Hut Renovation Project, Project No 2017-002

BACKGROUND:

The City began the planning phase of renovating the Scout Hut in 2014. During the March 7, 2017 Council Meeting, Council approved Resolution No 2017-11 awarding a construction contract to LM Kersting Construction Company for the 2017 Scout Hut Renovation Project in the amount of \$639,200 with a total project budget of \$655,000.

Due to the scope of work, there were considerable unknowns with respect to the renovation as full inspection of structural items would be identified after demolition of existing walls and ceilings. The original approved contingency was primarily used for the concrete resurfacing and repairs to the basement floor as well as identified D-log replacements.

Change Order No 1 utilized the remaining contingency up to the budget amount. The scope of work included repairing and replacing 220sf of rotted logs and placing a 3" slab in the basement to overlay the existing to cover all of the plumbing and structural cuts in the floor.

Change Order No 2 increased the project budget by \$32,159.48 as well as added \$3,111.22 in contingency to complete the project and address any remaining items. This was approved by City Council at the September 19, 2017 meeting via Resolution No 2017-53.

FISCAL NOTE:

Change Order No 3 increased the project budget by \$5,000 and changed the completion date to May 1, 2018. Staff applied and was granted a \$5,000 grant (less \$644 application and handling fee) from the Upper Arkansas Council of Governments (COG) to cover this change. Council approved to amend the construction agreement and budget for this project via Resolution 2018-10 during the February 20, 2018 Council Meeting. The total construction agreement to LM Kersting increased to \$691,426.68 with a total project budget of \$695,000.

All work was completed and accepted by the Recreation & Aquatic Center Department on May 2, 2018 and remained within budget. The final construction cost was \$691,426.68 in which all has been paid out with the exception of the 10% retainage, in the amount of \$69,142.67, withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on June 4 & 8, 2018.

LM Kersting provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION:

To approve final settlement to LM Kersting Construction Company in the amount of \$69,142.67 for the 2017 Scout Hut Renovation Project.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018

AGENDA ITEM NO. Choose an item.	ORIGINATING DEPARTMENT: Recreation & Aquatic Center	PRESENTED BY: Lynda Travis
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SUGGESTED MOTIONS:

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

Followed by a second and then a voice vote.

PUBLIC NOTICE NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given by the City Council of the City of Salida, Colorado, that final settlement of a contract with LM Kersting Construction Company for the 2017 Scout Hut Rehabilitation Project will be held at the regular meeting of the City Council of the City of Salida on the 19th day of June, 2018, at City Council Chambers, 448 East 1st Street, Salida, Colorado 81201. Payment to contractor is scheduled to be released no sooner than June 21, 2018.

Any person co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by the Contractor, or his or her sub-contractors, in or about the performance of the work contracted to be performed who has not been paid by the Contractor or its subcontractor may file with the City of Salida a verified statement of the amount due and unpaid on account of such claim.

Upon receipt of such claim, on or before the date and time of such final settlement, the City of Salida shall withhold from all payments to the Contractor sufficient funds to insure the payment of said claim. The City of Salida shall hold such funds until the claim has been paid as filed or withdrawn. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement unless an action is commenced within that time to enforce such unpaid claims and a notice of lis pendens is filed with the City of Salida.

**Run dates:
June 4 and 8, 2018**

Project Acceptance Form

Dated May 2, 2018


Owner: City of Salida	Owner's Project Manager: Theresa Casey/Will Taliaferro	Owner's Resolution No.:
Name of Project / Contract: Scout Hut Renovation		Project Engineer:
Contractor: LM Kersting Construction Company		

In the space below, itemize what tasks remain outstanding for the project and the timeline for completion of each (attach additional sheets as necessary).

Fire Alarm Testing	May 7, 2018
Salida Fire Department test/inspection	May 7, 2018
Weld & finish deck railing(s)	May 3-10, 2018
Sand and finish main hall floor	May 3-5, 2018
Install stair treads	May 7, 2018
Install signage per contract	May 10, 2018
Paint 3 exterior doors	May 7-8, 2018
Install and touch up interior stair rails	May 4, 2018
Install barn doors in basement	May 7, 2018
Electrical inspection	May 7, 2018
Install door hardware and trim	May 10, 2018
Install remaining window and sills	May 7, 2018
HVAC vent covers	May 10, 2018
Stain & chink exterior vent	May 10, 2018
Trash & clean-up	May 10, 2018
Acquire Certificate of Occupancy, turn over keys to Owner	May 10, 2018
Provide Operation & Maintenance Manuals and Warranties to Owner	May 15, 2018
Complete Punch list items as attached	May 15, 2018

Total Amount to be Retained Pending Completion: \$69,143.00 (10% of the Contract Amount)

Contractor:


Signature
LM KERSTING CONSTRUCTION CO

MAY 8, 2018
Date

Printed Name

City of Salida:

Theresa A. Caser Will Tupper

Signature – Project Manager

5/8/18
Date

[Signature]

Signature – Department Head

5/8/18
Date



Commercial * Residential * Design-Build

Punch List

Project: City of Salida Scout Hut Renovation Project

Date/Time: May 7, 2018

General Items:

Final Clean
Turn Keys over to Owner
All Final Inspections
Issue Keys to Owner
Operations & Maintenance Manuals
Warranties

Warming Kitchen 001:

Complete Window Sills and Trim under Sill
Paint Radon Vent Pipe to match wall
Install Screens in Windows
Build Skirt over hood to cover all-thread
Install Sheet Metal box to hid and protect automatic damper
Wall Paint Touch up above radon vent
Mount Fire Extinguisher
Complete Installation of Owners Stainless Tables and Appliances
Remove Tape from Drain
Straighten up grease trap

Hall 005:

Touch up hole for Ice Machine drain at Mechanical Room wall
Complete Window Sills and Trim under Sill
Complete Hallway storage door to Storage 004
Complete Rubber Base
Missing grill for return air
Drywall Patch and Paint at Heater at Mechanical 002
Drywall Patch and Paint at Heater at Electrical Panels

- Complete Stops on Barn Doors
- Complete Handles on Barn Doors
- Complete hardware on door 102 and door 010 (smoke seals)

Mechanical 002:

- Vacuum Furnaces
- Dust Flues

North Scout Hall 016:

- Occupancy Signage for Fire Dept.
- Complete Window Sills and Trim under Sill
- Install Sheet Metal box to hid and protect automatic damper
- Touch up drywall and paint behind ductwork in Ceiling
- Cover for A/V boxes

South Scout Hall 006:

- Occupancy Signage for Fire Dept.
- Complete Window Sills and Trim under Sill
- Touch up paint South Wall
- Drywall Patch and Paint at Heater

Girl Scout Storage 007:

- Complete Window Sills and Trim under Sill
- Reset access door under stair (not flat)
- Water meter tree need supports redone
- Touch up paint

Rec,Storage 014:

- Paint Touch up at door

Facility Storage 013:

Janitor 008:

Peel tape off of Floor Drain
Connect Electrical flex to wall that runs to HWH

Men 012:

Door Signage
Clean up Tape from Floor Drain
Install Toilet Paper Dispenser
Caulk Toilet & Sink
Baby Changing Station ?

Women 011:

Door Signage
Clean up Tape from Floor Drain
Install Toilet Paper Dispenser
Caulk Toilet & Sink
Baby Changing Station ?

Foyer 010:

Adjust water pressure on Drinking Fountain
Patch hole in drywall and paint adjacent to Drinking Fountain
Vinyl Floor under Drinking Fountain
Screws in Window frame in Rated Door 010
Touch up Paint and Caulk at Elevator

Stair 009:

Drywall touch up at Switch at exterior door
Complete Vinyl Stair Treads
Touch up Paint on Handrails at Stair
Patch drywall and repaint at hole in wall above door
Finish window trim
Door Closer?
Screws in threshold

Stair 102:

Complete Vinyl Stair Treads
Touch up Paint on Handrails at Stair
Vinyl coat on existing window (Tempered Code Requirement)

Wheel Chair Lift:

Touch up paint in shaft
Clean platform & glass

Entry Foyer 104:

Screws in threshold
Install AED (Supplied by Owner)
Refinish Exterior Door
Complete door hardware to Storage 105
Case & Trim door to storage 105
Complete Wood Base Epoxy receiver for exposed rod panic for door 101 A
Smoke seals on Rated doors
Sign at exterior door (Door must remain unlocked during business hours)

Upstairs Unisex bathroom 103:

Door Signage
Complete FRP at door
Complete Rubber Base
Caulk Toilet & Sink
Install Toilet Paper Dispenser

Main Hall 101:

Complete Wood base
Install Bi Fold door at Facility Storage
Occupancy Signage for Fire Dept.
Patch holes in drywall and repaint at South Wall at old telephone line
Patch hole in drywall and repaint above door at facility storage
Patch hole in drywall and repaint at outlet South Wall
Paint electrical boxes on trusses black
Repair holes in door frame 101A
Touch up paint @ Ceiling bay 4, bay 3, and bay 2 (lights and drywall patch)
Install Speaker in Ceiling
Install Floor Grills
Install Window Plastic at street side window at stair
Door Thresholds at sliding doors
Paint patch at fire extinguisher cabinet
Install loose light in bay 2
Paint attic access door in Closet

Exterior East:

Install Deck Post at gate
Stair gate?
Finish skirt on deck
Remove sonotube cardboard
Finish bolts on rails
Clean up under deck
Log Chink touch up
Exterior flashing and window trim

Exterior South:

Louver on Dog House
Headwall flashing on Dog House Roof
Stain Chimney and Chink
Clean out dog house
Exterior flashing and window trim

Exterior West:

Splash Blocks at downspouts
Chink at Windows
Stain & Chink at old electrical box above window and window trim
Lower "H" on sign
Closer on exterior door?
Stain 4X4 and 4X6 on entry cover
Paint existing handrails black
Exterior flashing and window trim

Exterior North:

Signage on Public Restrooms
Refinish entry door
Stain window and rechalk

Public Restrooms:

Power to restroom
Water to restrooms
Key in Knox box
Clean rooms?
Caulk toilets

Salida Rotary SCOUT HUT GRAND REOPENING



After undergoing extensive renovations beginning in September 2016, the Salida Rotary Scout Hut in Riverside Park will reopen **May 1, 2018**, for parties, meetings, weddings, and more!

**JOIN US FOR AN
OPEN HOUSE
CELEBRATION
MAY 12 1-3 PM**

Originally built by the Salida Elks Club in 1949 as a meeting place for the Boy Scouts, the Scout Hut has been a community gathering place ever since. The historic building has been totally upgraded, with new electrical, plumbing, and HVAC, additional restrooms, a catering kitchen, downstairs meeting rooms, a large deck overlooking the river, and lots of other features! **Special thanks to the Colorado Department of Local Affairs, Salida Rotary Club, Salida Sunrise Rotary Club, the Daniels Fund, the City of Salida, UAACOG, and many businesses and community members.**


**CALL THE STEAMPLANT
to book your event
TODAY!
(719) 530-0933**





 **COLORADO**
Department of Local Affairs
Division of Local Government

CONGRATULATIONS
City of Salida!

This project is funded in part by the Energy and General Impact Assistance Grants administered by the Colorado Department of Local Affairs.

These grant funds are derived from state severance taxes and federal mineral lease royalties paid to the state by Colorado energy and mineral interests.

Strengthening Colorado Communities

DR 8439 (06/28/06)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
 AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input checked="" 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"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR	\$25.00 PER DAY
2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer)	\$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
The Alliance

State Sales Tax Number (Required)
84-0927490

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
P.O. Box 173
 Salida, CO 81201

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
Riverside Park
 Salida, CO 81201

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Andrea Schulz Ward	10/15/12	P.O. Box 173 Salida, CO 81201	719-539-7347
5. EVENT MANAGER Monica Gutierrez	10/5/83	12387 CR 140 Salida, CO 81201	512-635-7338

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

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
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
9/16/18 From 9:00 a.m. To 7:00 p.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 Monica Gutierrez TITLE Event Coordinator DATE 4/25/18

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 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) CITY COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK _____

SIGNATURE _____ TITLE _____ DATE _____

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

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.**
- THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)**
- AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.**
- CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE**

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.


ALLIANCE AGAINST DOMESTIC ABUSE 82-599/1021 9716

PH. 719-539-7347
P.O. BOX 173
SALIDA, CO 81201

DATE May 15, 2018

PAY TO THE ORDER OF City of Salida \$ 100⁰⁰

One Hundred & 00/100 DOLLARS

 **COLLEGIATE PEAKS BANK**
105 Centennial Plaza • P.O. Box 3009
Buena Vista, CO 81211
(719) 395-2472

MEMO Liquor Expense David R. Wassel MP

⑆ 102105997⑆ 12 485 5⑈ 9716

© CEILING BRANDS/COMINGERS SAFETY PAPER Security Features include: Check on Back.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018:

AGENDA ITEM NO. VI. - 2.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Lynda Travis
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ITEM:

A Church Special Event Permit Request

BACKGROUND:

A Church submitted a request for a Special Event Permit for June 23, 2018.

Since that time, Chaffee County has submitted documents expressing opposition to the pending liquor license application.

For this reason, the A Church request has been placed on the Agenda as a Scheduled Item so that City Council may review the matter in more detail.

To assist in the process, Dan Swallow, from Chaffee County Building Department is here to present his understanding of the situation.

ADDITIONAL INFORMATION AND/ OR FISCAL NOTE:

Please see attached memos for additional information.

STAFF RECOMMENDATION:

SUGGESTED MOTIONS:

N/A

Dear Esteemed Mayor and Council,

Up for your review and approval is a request for an Event Liquor permit for A Church, located at 419 D Street. Our event on June 23rd is a fundraiser for the nonprofit, A Church. We are a nondenominational church focused on creating positive change within our community. As you may know, we recently hosted the FRED Talks for the high school psychology students, the Montessori Play and are holding community game nights to encourage interaction in fun between generations and increase connectedness within our small town.

This event is a community dance with a live band that encourages swing dance and country dance. Kindle Bustos, Hugh Young, Jan Justis and Jerri Lines provide swing dance lessons several times a month in Salida. Kindle approached us with bringing a band to the church that would be fun to dance to and support their dance community. There will be free swing dance lessons in the hour before the band starts to play.

Please support our efforts to increase connectedness and fun in our special town by approving our request for a permit.

Best Regards,

Sheree Beddingfield

Application for a Special Events Permit

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- | | | |
|------------------------------------|--|--|
| <input 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"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political | <input checked="" type="checkbox"/> Religious Institution | |

LIAB	DO NOT WRITE IN THIS SPACE
Type of Special Event Applicant is Applying for:	Liquor Permit Number
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	
2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>A Church</i>	State Sales Tax Number (Required) <i>82-3527387</i>
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>P.O. Box 570 Poncha Springs CO 81201</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>419 D. Street Salida CO 81201</i>
--	---

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <i>Sherree Beddingfield</i>	<i>10/18/73</i>	<i>505 Chyseta Ave</i>	<i>719-530-1295</i>
5. Event Manager <i>Kindlelyn "Bustos" Guimbaro</i>	<i>4/30/74</i>	<i>331 Oak SALIDA</i>	<i>719-207-6993</i>

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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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
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
<i>6/23/18</i> <i>6pm</i> .m. To <i>11pm</i> .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>Kindlelyn Bustos Guimbaro</i>	Title	Date <i>4.29.18</i>
---	-------	------------------------

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 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) <i>City of Salida Salida, CO</i>	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk <i>(719) 530-2630</i>
Signature <i>City Administrator</i>	Title <i>City Administrator</i>	Date <i>6/19/2018</i>

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

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

A Church

419 D Street
Salida Co 81201

Address number posted
minimum 4" w/contrasting
background

Purchase and install Knox
Box. Provide necessary
keys to gain entrance.

Knock this box down to escape
if you're ever fire trapped.
Call 311 for help.

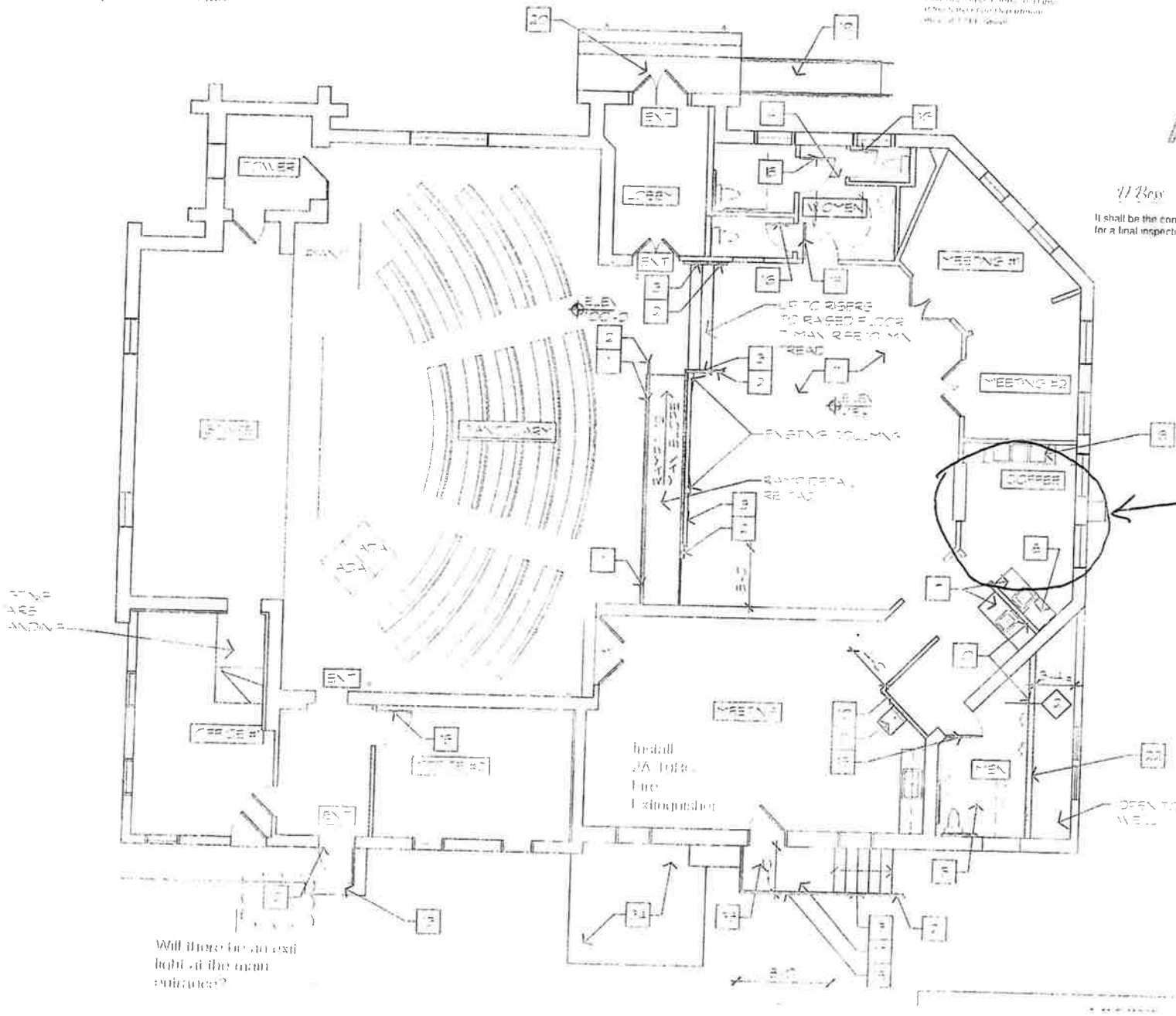
Occupant Load Posted

Approved
SALIDA FIRE DEPARTMENT

U/Boy

01/26/2018

It shall be the contractor's responsibility to contact the fire department
for a final inspection.



Area from which
alcohol is served.

Will there be an exit
light at the main
entrance?




CHAFFEE COUNTY
DEVELOPMENT SERVICES DEPARTMENT

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

MEMORANDUM

Date: June 14, 2018

To: City of Salida City Council
Larry Lorentzen, City Administrator
Glen VanNimwegen, Community Development Director
Lynda Travis, City Clerk

From: Dan Swallow, Development Director


Subject: 419 D Street Change of Use

This morning I noticed that a liquor license hearing notice has been posted at the old Salida First Baptist Church building located at 419 D Street in Salida. On July 19th of 2017 I sent a memo to the Community Development Director, Glen VanNimwegen, addressing some building code questions regarding this building in particular, with the intent that the Salida Planning Commission would consider the code implications for this building in their approval process. It is my understanding that the memo was provided to the planning commission.

In the memo I outlined that if alcohol would be consumed in the building, that the building must be classified as an A-2 occupancy and that it must be sprinklered if it was over 5,000 square feet. Our records indicate that the building is 7,418 square feet (according to plans prepared and stamped by Sarah Whittington, Architect). As such, the building would be required to be fully sprinklered with an NFPA 13 fire suppression system before alcohol could be consumed within the building pursuant to the International Building Code (IBC) Section 903.2.1.2 and the International Fire Code Section 903.2.1.2.

Furthermore, the building is classified as an A-3 occupancy (church) which does not permit the consumption of alcohol. In order for alcohol to legally be consumed within this building, a change of use is required to change the occupancy from an A-3 to an A-2. No change of use application has been submitted to the building department.

Additionally, IBC and IFC Sections 903.2.1.2 both require A-2 occupancies with an occupant load of 100 or more to be fully sprinklered. The occupant load of the main floor alone is 213 according to the approved plans. There is no fire suppression system installed within this building what-so-ever.

The property owners were made aware on multiple occasions that if alcohol were to be consumed in this building, that it would need to be sprinklered. I find it a bit disingenuous that the property owners are now applying for a liquor license after having been made fully aware of the sprinkler requirement. I was concerned at the time the building permit was issued that this would become an issue. I spoke with Sarah Whittington, the owners architect, about this before issuing the permit and she assured me that it was going to be used for a church only, and that no alcohol would be consumed within the building.

Lastly, final building and fire inspections have not been performed on this building and no certificate of occupancy has been issued. As such, it cannot be legally occupied. Granting a liquor license or special event permit prior to a certificate of occupancy being issued would be premature.


Because of the flagrant building and fire code violations that would occur should a liquor license be issued for this property; the Chaffee County Building Department is adamantly opposed to this application.



CHAFFEE COUNTY
DEVELOPMENT SERVICES DEPARTMENT

P.O. Box 699
Salida, Colorado 81201
(719) 539-2124 FAX: (719) 530-9208
bdepartment@chaffeecounty.org

MEMORANDUM

Date: July 19, 2017
To: City of Salida
Glen VanNimwegen, Community Development Director
From: Dan Swallow, Development Director

Subject: 419 D Street Change of Use

The new owners of the building located at 419 D Street in Salida have applied for a change of use. This building was formally used as a church which under the building code is an A-3 occupancy. A-3 occupancies are assembly uses intended for worship, recreation, or amusement. Examples of A-3 occupancies include: arcades, art galleries, bowling alleys, places of worship, community halls, courtrooms, dance halls, exhibition halls, funeral parlors, gymnasiums without spectator seating, indoor tennis courts, lecture halls, museums, and pool/billiard parlors. A-3 occupancies are limited to 12,000 square feet without a fire suppression system. A-3 occupancies do not include assembly uses intended for food and/or drink consumption.

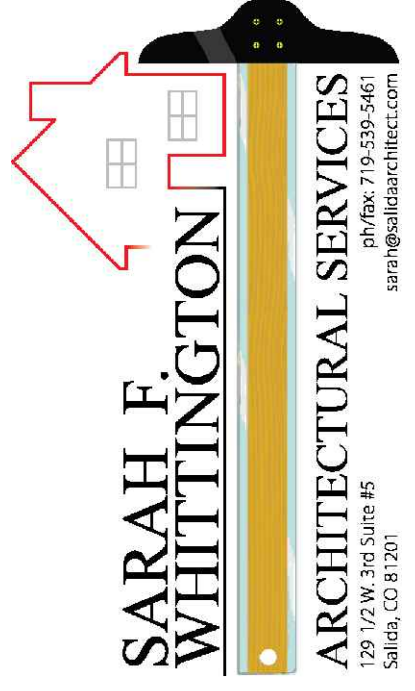
It is my understanding that the current owners of this building would like to change the occupancy from A-3 to A-2. A-2 occupancies are assembly uses intended for food and/or drink consumption. Examples of A-2 occupancies include: banquet halls, night clubs, restaurants, taverns, and bars. A-2 occupancies are limited to 5,000 square feet, an occupant load of 99 or fewer, and must be located on at the level of exit discharge (grade level) or a fire suppression system is required. The intent behind the more restrictive provisions of A-2 occupancies compared to A-3 occupancies revolves around the consumption of alcohol. Generally speaking, building occupants who are consuming alcohol are less aware of their surroundings and less capable of self-preservation in event of an incident such as a fire than sober occupants. Therefore, the code has more stringent requirements when alcohol consumption is anticipated.

In order for us to determine if a change of use is appropriate for a building we need an accurate and detailed floor plan and a code analysis, at a minimum. For a building and use as complex as this one, these documents should be prepared by a Colorado Licensed Architect in accordance with State law. The code analysis should include the occupancy proposed, type of construction, allowable vs actual floor areas, address fire protection, an exiting plan, travel distance, handicap accessibility, occupant loads, number and type of plumbing fixtures and any other information appropriate for the proposed occupancy.

Please let me know if you have any questions and how I can help.

DATE: 1/23/2018

DRAWN BY: P.G.
CHECKED BY: S.W.

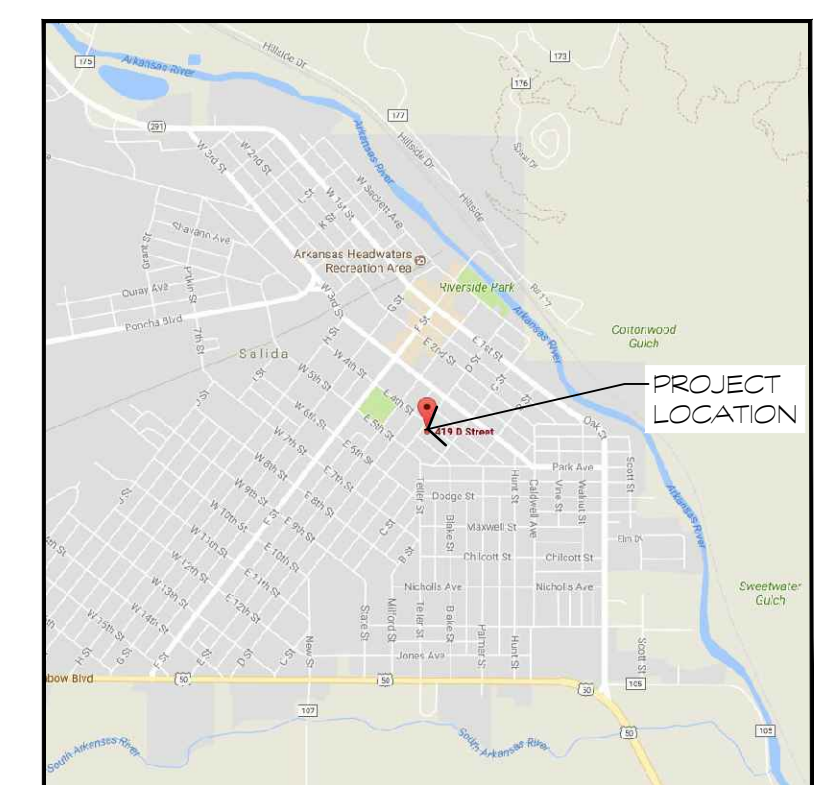


BLUE COLLAR PROJECTS
419 D STREET
SALIDA, CO 81201

VICINITY MAP
MAIN LEVEL
FLOOR PLAN
BASEMENT
FLOOR PLAN
CODE ANALYSIS
KEY NOTES

A1
1 OF 2
JOB # 16018.82

REVIEWED AND APPROVED FOR CODE COMPLIANCE UNDER 2006 I-CODES & 2014 NEC. PLANS ARE APPROVED AS CORRECTED.
D. O'Connell
02/22/2018



1 VICINITY MAP N.T.S.

Lot & Landscaping Requirements

Zoning: Medium Density Residential R-2

Lot Area: 9,300.00 sq. ft.

Density: Allowed: 1 per 3,125 sq. ft. = 2 Units Allowed
Proposed: 1 Unit

Lot Coverage Structures: Allowed: 40% = 3,720 sq. ft. Max.
Existing: 4,872 sq. ft. = 52%

Lot Coverage Uncovered Parking: Allowed: 15% = 1,395 sq. ft. Max.
Proposed: >340 sq. ft.

Landscaping: Required: 45% = 4,185 sq. ft. Min.
Proposed: NA

Tree Requirement: Required: 1 / 800 sq. ft.
Proposed: NA

General Notes

- Contractor shall verify all dimensions and conditions at job site, if discrepancies occur, Contractor shall notify Architect before proceeding with the work. Dimensions take precedence over drawings. Drawings are not to be scaled.
- All design work and construction work shall conform to all applicable codes and standards required by Chaffee County and the City of Salida.
- All mechanical, plumbing, and electrical design and installation shall be performed by licensed contractors or homeowner in accordance with all applicable codes and industry standards. Contractor shall coordinate all work.
- Contractor shall protect all existing areas during construction and is required to replace any areas which are damaged, whether intentionally or unintentionally, due to new construction.
- The Contractor shall coordinate all interior finishes with the Owner.

Exterior Light Requirement

- All exterior lights to be fully shielded per Sec. 16-8-100 City of Salida Land use Code.

2006 International Building Code 2006 International Existing Building Code Blue Collar Projects - Code Analysis

Scope of Work:
Main Level - Existing Church: Remodeling the existing area. Adding in new restrooms and an ADA ramp for access to the raised floor area.
Basement Level - Change of Use to R-3 Congregate Living. All work will be interior within the existing building.

I. Occupancy Classification: Chapter 3
Main Level: Existing Occupancy A-3 Places of Religious Worship
Basement Level: Change of Use - R-3 Congregate Living

II. Building Areas

- Exterior
Main Level: 4,815 sq. ft.
Basement Level: 2,603 sq. ft.
- Interior
Main Level: 4,513 sq. ft.
Basement Level: 2,350 sq. ft.

III. Type of Construction: Chapter 6

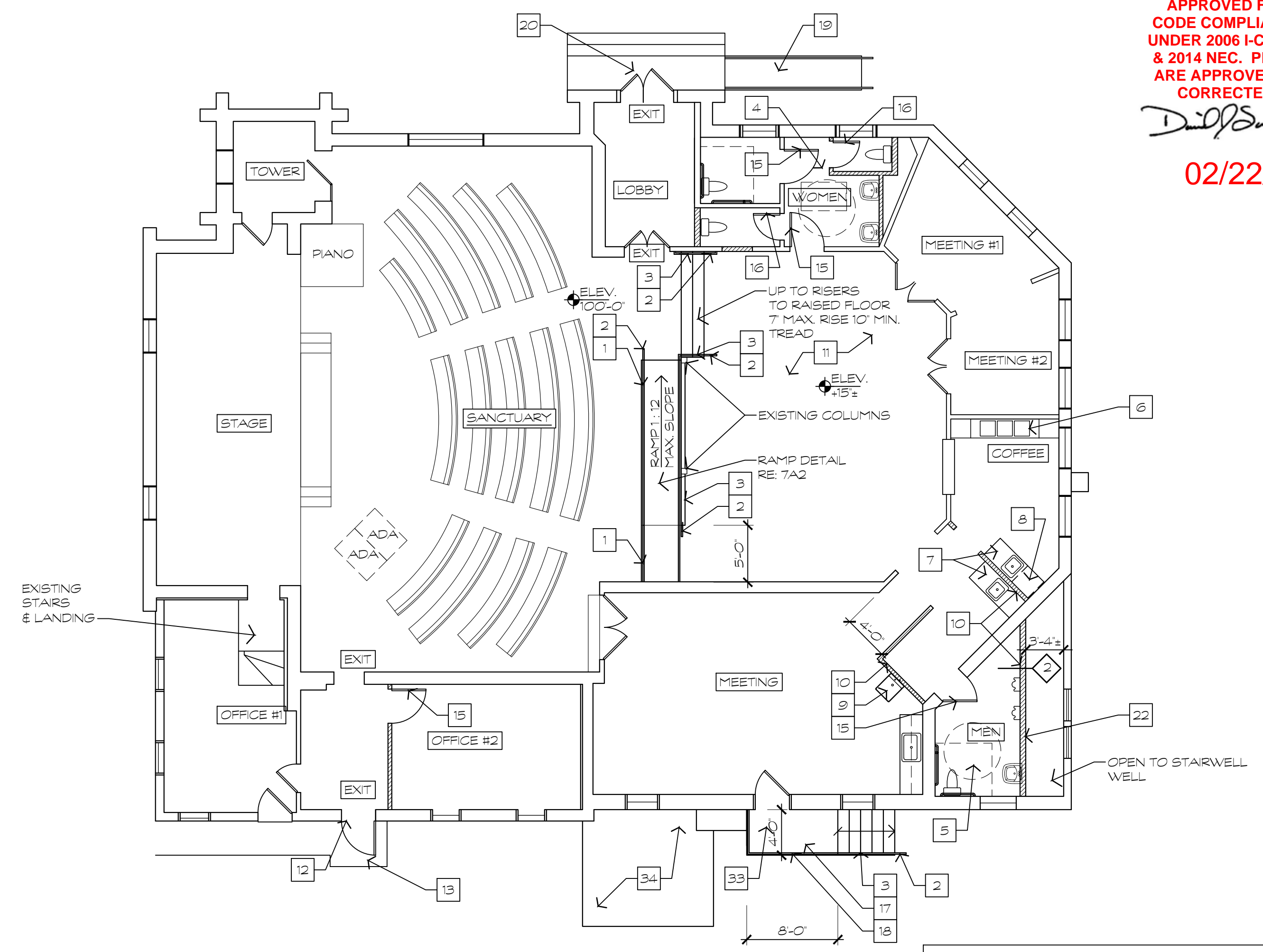
- Type V-B: Table 601
a. Exterior wall fire rating: Table 602
Group A: Type V-B at >= 10'-0" = 0 hour
b. Exterior wall openings: Table 704.8 Note: 1 = unlimited

IV. General Building Heights and Areas: Chapter 5

- Allowable area and height: 508.3.2.2/ Table 503 Type V-B
Assembly Group: A-3
Allowable area: 6,000 sq. ft.
Allowable height/story: 40/1 story above grade plane

V. Means of Egress: Chapter 10

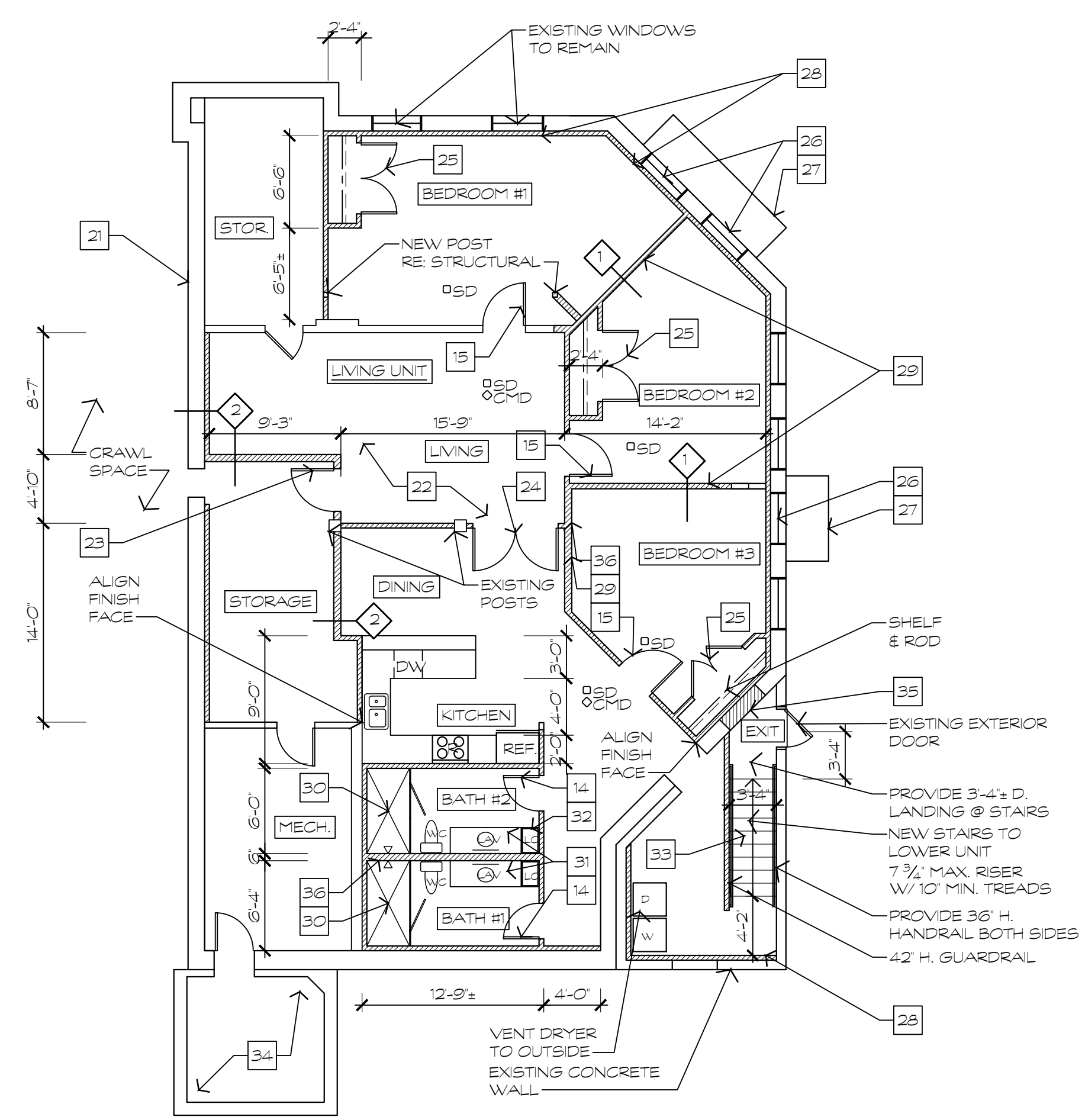
a. Occupant Load: Table 1004.1.1	
Basement Level:	
Residential:	1800/200 gross = 9 occ.
Main Level:	
Lobby:	109/15 gross = 7 occ.
Sanctuary: pews	lin. ft./1.5 = 92 occ.
ADA	2 occ.
Upper	365/7 net = 52 occ.
Stage:	150/15 net = 10 occ.
Piano:	1 occ.
Offices:	360/100 gross = 4 occ.
Meeting:	219/15 gross = 15 occ.
Fellowship:	443/15 gross = 30 occ.
TOTAL Main Level:	213 occupants



2 MAIN LEVEL FLOOR PLAN 1/8" = 1'-0" RE:

LEGEND

- Existing walls [Solid line]
- Walls to be removed [Dashed line]
- New walls [Hatched line]



3 BASEMENT LEVEL FLOOR PLAN 1/8" = 1'-0" RE: 1A2

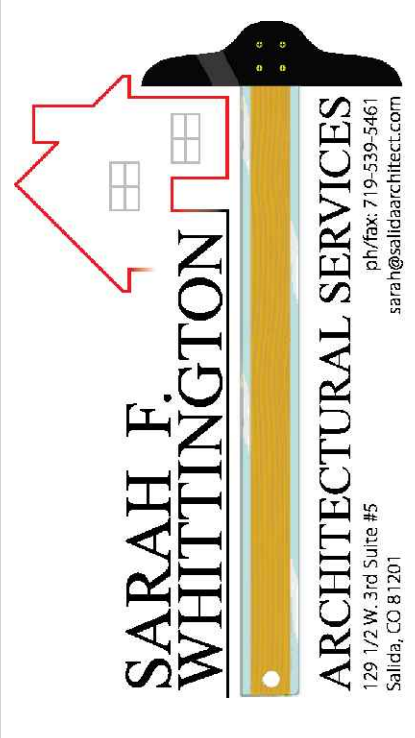
KEY NOTES

- 36" h. 1 1/2" diameter metal handrail w/ 4" h. rail from ramp for edge barrier.
- 12" handrail extension
- 36" h. 1 1/2" diameter metal handrail
- ADA Women's Restroom RE: 3A2, Plumbing Plan
- ADA Men's Restroom RE: 4A2, Plumbing Plan
- 3 compartment sink in base cabinet RE: Plumbing Plan
- Sink unit in base cabinet
- Dishwasher
- Map sink
- 2 x 4 wood stud partition w/ sound insulation - optional
- Raise existing floor w/ 2 x wood sleepers. Provide 3/4" plywood sub-floor. Sound insulation, RE: 2A2
- Expand existing window opening sill for new 3'-0" x 6'-8" exit door. Provide panic hardware and exit light.
- Extend existing sidewalk for min. 48" x 48" concrete landing at exit door.
- New 2'-6" x 6'-8" door.
- New 3'-0" x 6'-8" door.
- New 2'-4" x 6'-8" door.
- Provide new exterior landing and stair system. Stair max. rise = 7'-0" and min. run = 11".
- Provide 42" guardrail.
- Existing ADA ramp.
- Main Entrance.
- 2 hour separation wall RE: 8A2
- Existing separation ceiling assembly RE: 2A2
- 3'-0" x 6'-8" 1 1/2 hour rated door
- 2 - 3'-0" x 6'-8" door pair
- 2 - 2'-6" x 6'-8" closet doors.
- Expand existing window sill opening for 3'-6" x 5'-6" SH egress compliant window. Sill to be < 4 1/2" from floor.
- Window well that has a min. horizontal area of 9 sq. ft. and a min dimension of 36" width. Provide a ladder when well is > 4 1/2" deep.
- Furr out existing exterior wall with 2 x 4 wood stud framing. Provide min. R-19 insulation.
- Sound insulation.
- 36" x 72" Shower unit
- 60" w. vanity
- 15" w. linen closet
- Overbuild existing concrete stairs to provide new landing and stair system. Max. stair rise 7 3/4" and min. stair tread 10".
- Existing cool chute.
- Infill existing opening, align finish faces.
- 2 x 6 wood stud plumbing wall.

FOR CONSTRUCTION

DATE: 1/23/2018

DRAWN BY: P.G.
CHECKED BY: S.W.



BLUE COLLAR PROJECTS
419 D STREET
SALIDA, CO 81201

SITE DIAGRAM
FLOOR SYSTEM
ADA RESTROOM
PLANS
ADA
ELEVATIONS
ADA RAMP

A2
2 OF 2

JOB # 16018.32

APPROVED

01/26/2018

City of Salida requirements:
All exterior light fixtures must be fully shielded
per Section 16-8-100 (2)

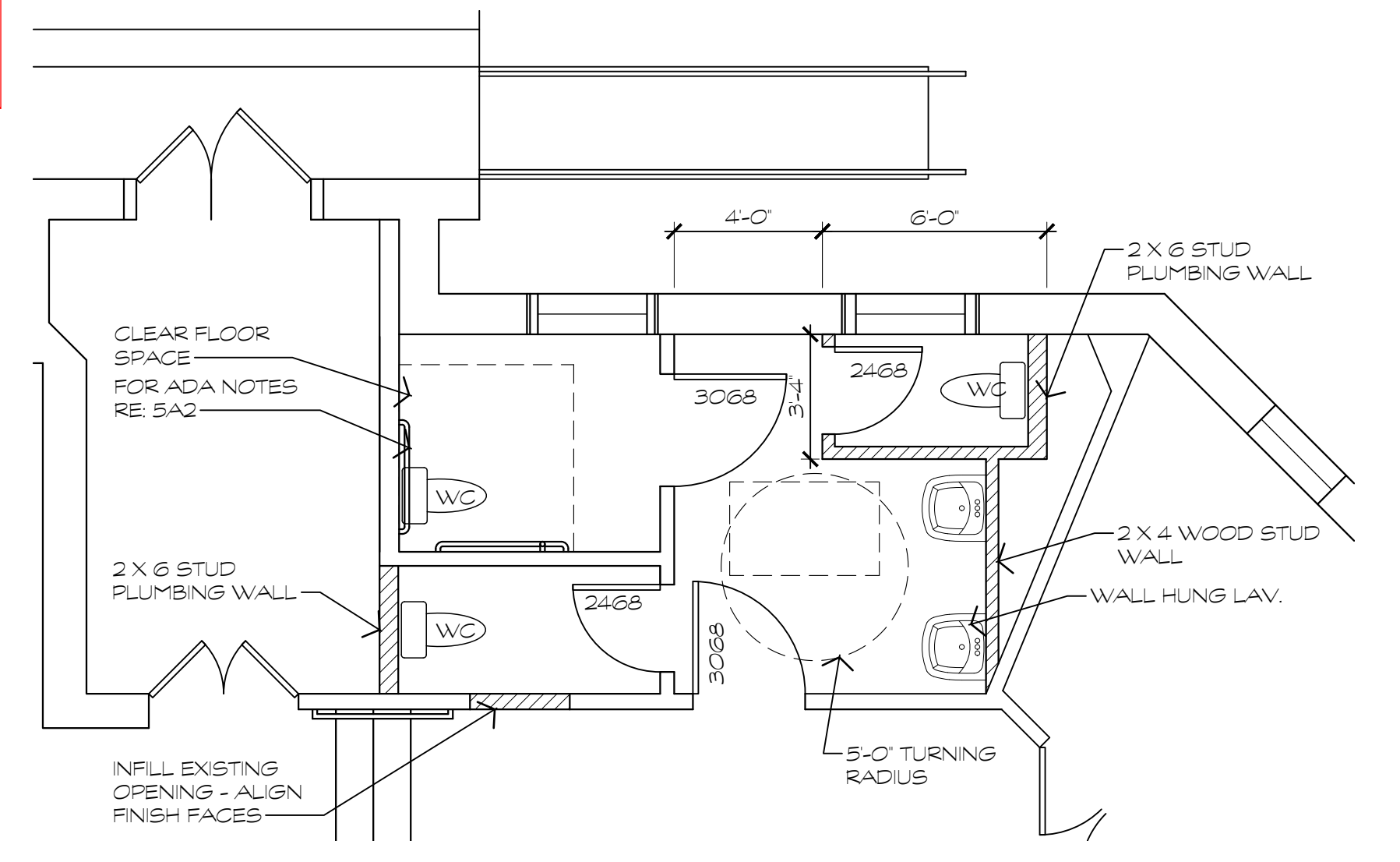
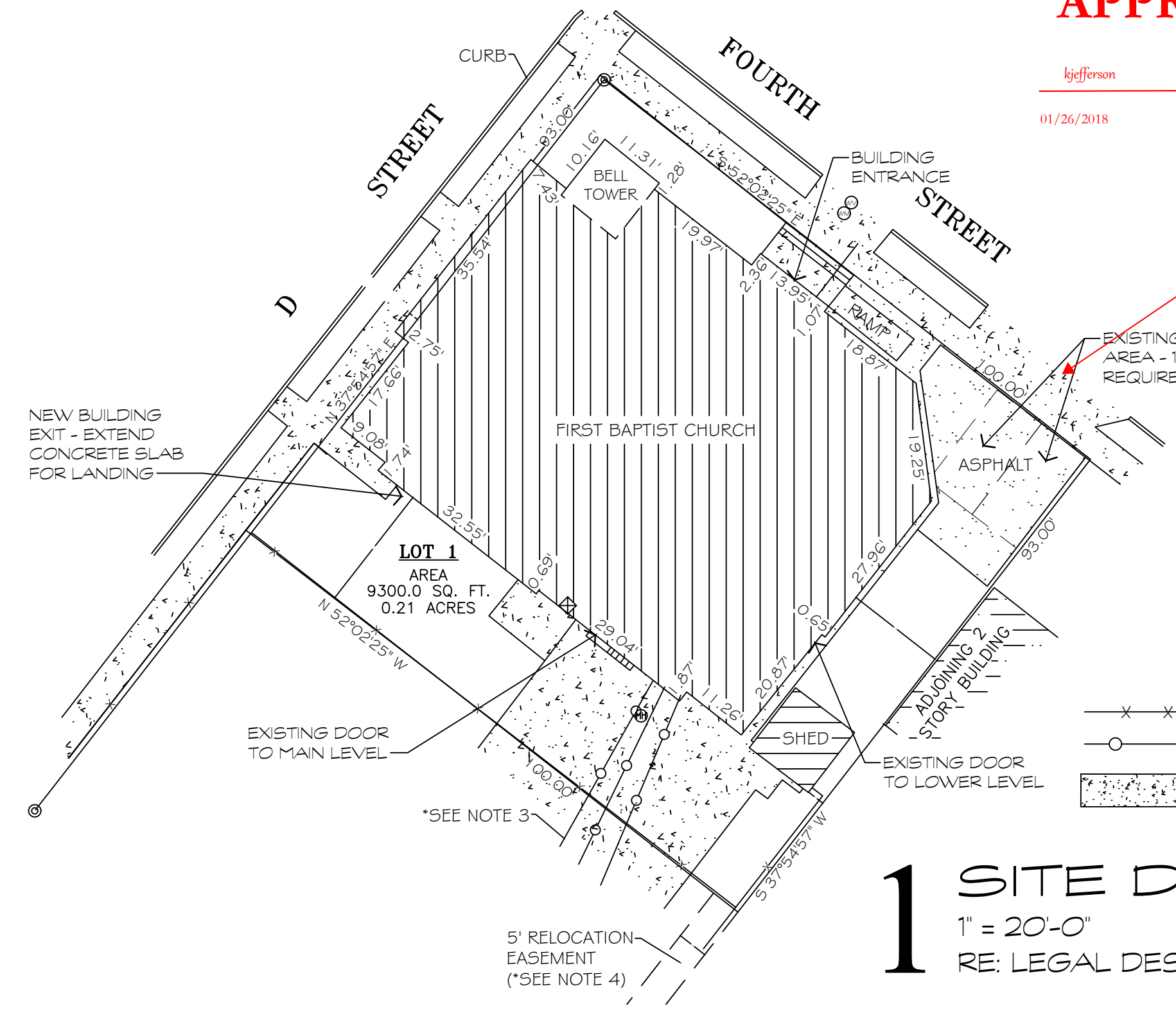
Required parking 1 space.

LEGEND

- ⊙ 1 1/2" ALUM. CAP LS 1 G 1 I 7
- ⊕ ELECTRIC METER
- ⊖ WATER VALVE
- ⊙ WATER METER
- ⊙ SEWER MAN HOLE
- X — FENCE
- OVERHEAD UTILITY
- ▨ CONCRETE

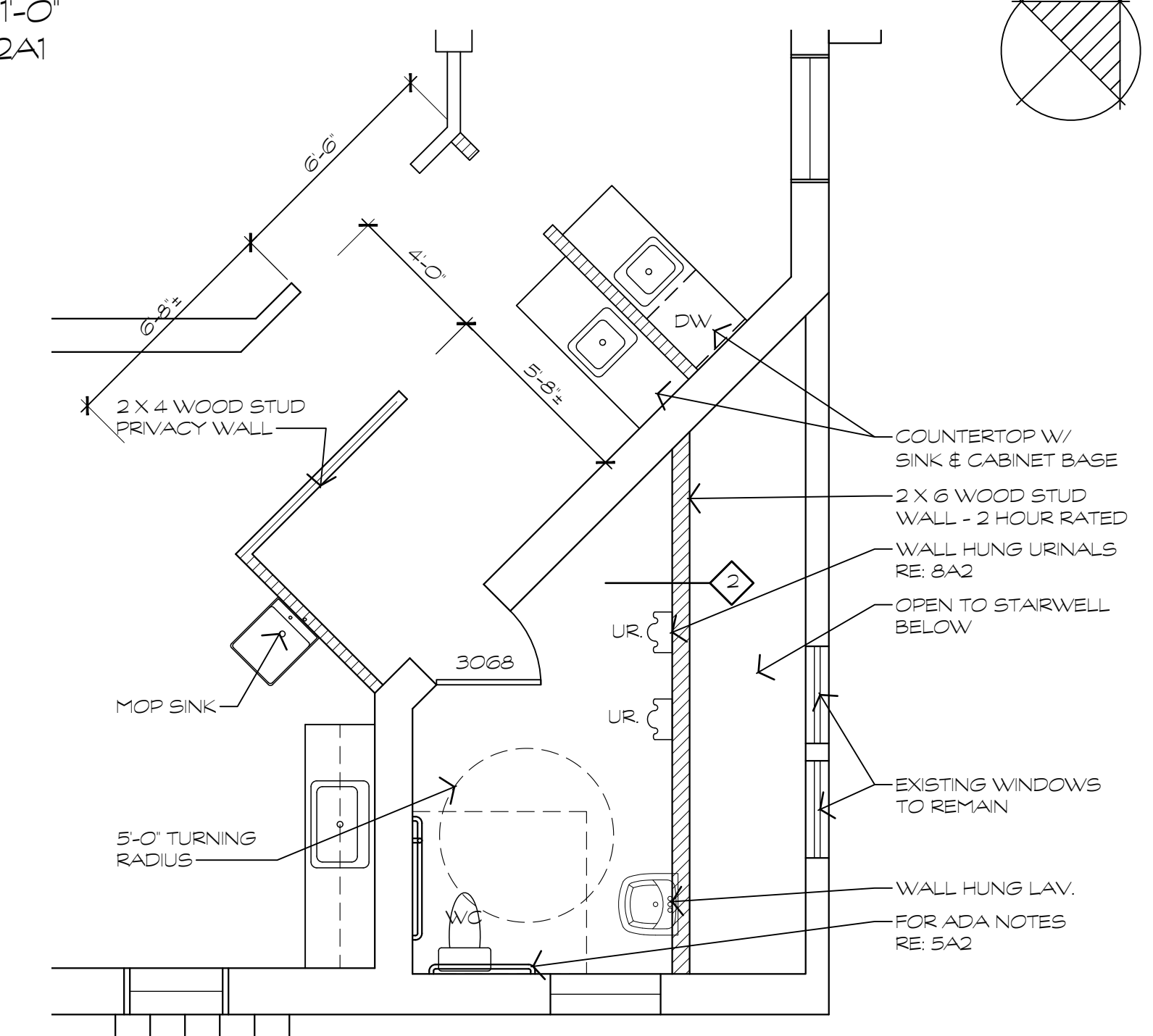
1 SITE DIAGRAM

1" = 20'-0"
RE: LEGAL DESCRIPTION, ILC DATED 4/22/2016



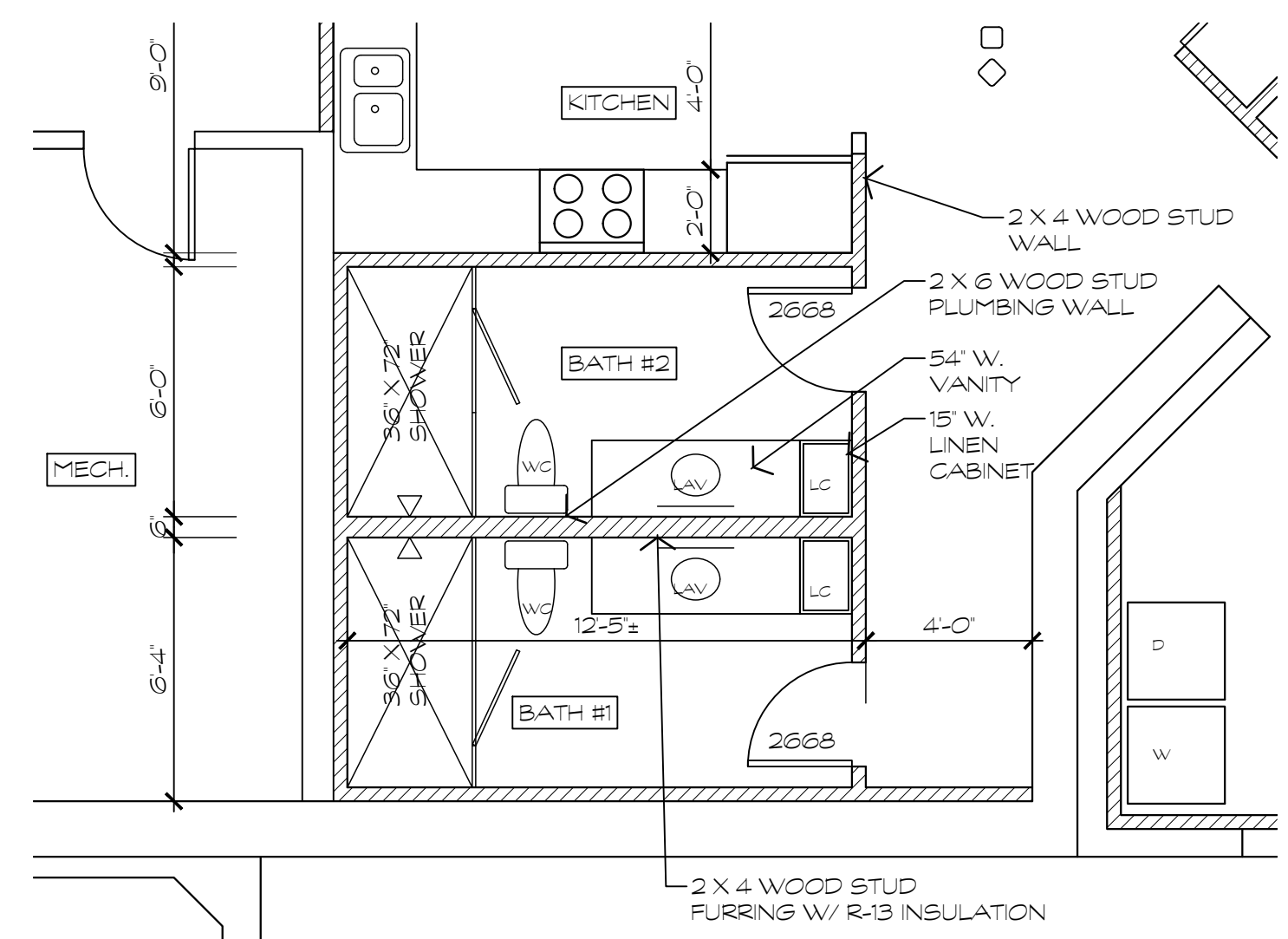
3 WOMEN'S ADA RESTROOM

1/4" = 1'-0"
RE: 2A1



4 MEN'S ADA RESTROOM

1/4" = 1'-0"
RE: 2A1



5 BASEMENT BATHROOMS

1/4" = 1'-0"
RE: 3A1

FOR CONSTRUCTION

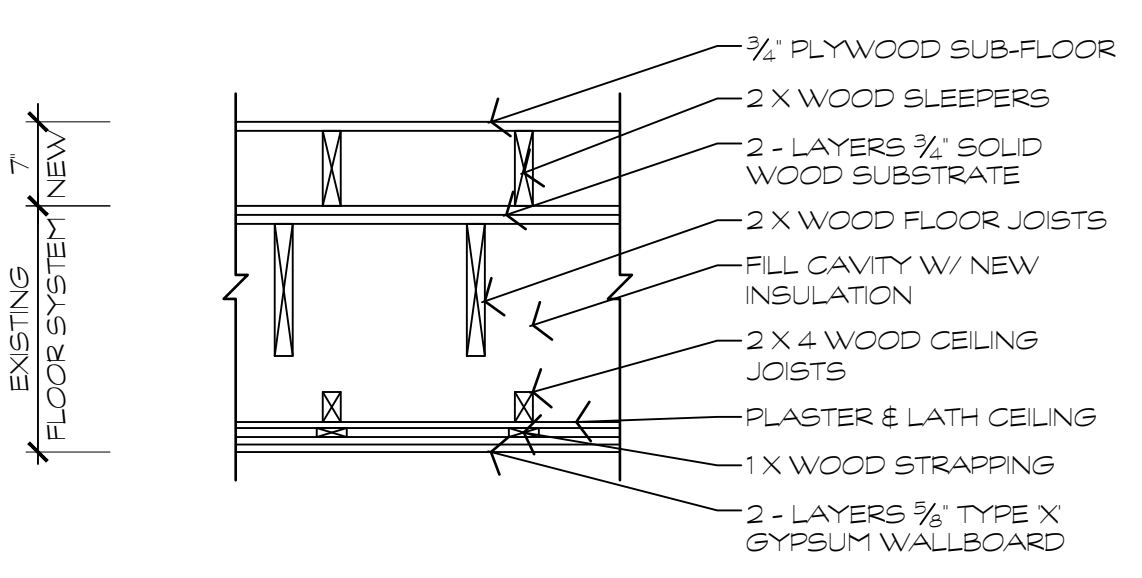
GA FILE NO. WP 3510	GENERIC	1 HOUR FIRE	35 to 39 STC SOUND
WALLS AND INTERIOR PARTITIONS, WOOD FRAMED			
GYPSON WALLBOARD, WOOD STUDS			
One layer 5/8" type X gypsum wallboard or gypsum veneer base applied parallel or at right angles to each side of 2 x 4 wood studs 24" o.c. with 6d coated nails, 1-7/8" long, 0.0915" shank, 1/4" heads, 7" o.c. Joints staggered 24" on opposite sides. (LOAD-BEARING)			
Thickness: 4-7/8" Approx. Weight: 7 psf Fire Test: UL R3501-47, -48, 9-17-65, UL Design U309, UL R1319-129, 7-22-70, UL Design U314 Sound Test: NGC 2404, 10-14-70			

GA FILE NO. WP 4135	GENERIC	2 HOUR FIRE	40 to 44 STC SOUND
WALLS AND INTERIOR PARTITIONS, WOOD FRAMED			
GYPSON WALLBOARD, WOOD STUDS			
Base layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to each side of 2 x 4 wood studs 16" o.c. with 1-1/4" Type W drywall screws 12" o.c. Face layer 5/8" type X gypsum wallboard or gypsum veneer base applied at right angles to each side with 8d coated nails, 2-3/8" long, 0.100" shank, 1/4" heads, 9" o.c. Joints staggered 24" each layer and side. Sound tested with studs 16" o.c. and with nails for base layer spaced 6" o.c. (LOAD-BEARING)			
Thickness: 6-1/8" Approx. Weight: 12 psf Fire Test: FM WP 350, 9-27-74 Sound Test: NGC 2363, 4-1-70			

GA FILE NO. WP 4136	GENERIC	2 HOUR FIRE	40 to 44 STC SOUND
WALLS AND INTERIOR PARTITIONS, WOOD FRAMED			
GYPSON WALLBOARD, WOOD STUDS			
Base layer 5/8" type X gypsum wallboard or gypsum veneer base applied parallel or at right angles to each side of 2 x 4 wood studs 16" o.c. with 1-1/4" Type W drywall screws 12" o.c. Face layer 5/8" type X gypsum wallboard or gypsum veneer base applied parallel or at right angles to each side with 1-7/8" Type W drywall screws 12" o.c. and offset 6" from screws in base layer. Joints staggered 16" each layer and side. (LOAD-BEARING)			
Thickness: 6-1/8" Approx. Weight: 12 psf Fire Test: SWRI 01-5920-614, 12-5-94 Sound Test: See WP 4135 (NGC 2363, 4-1-70)			

8 FIRE ASSEMBLIES

N.T.S.
RE:

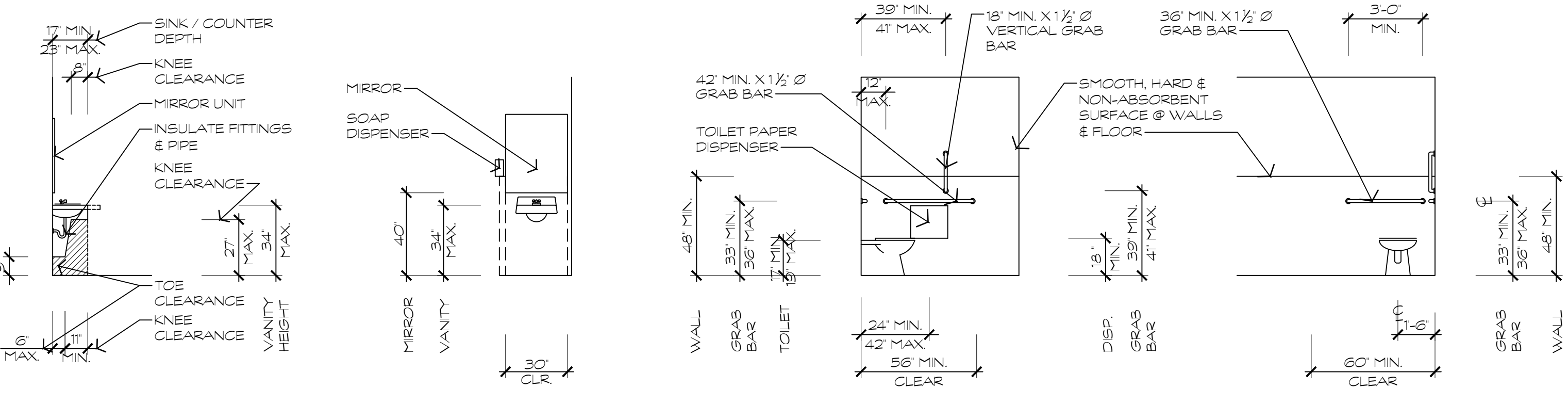
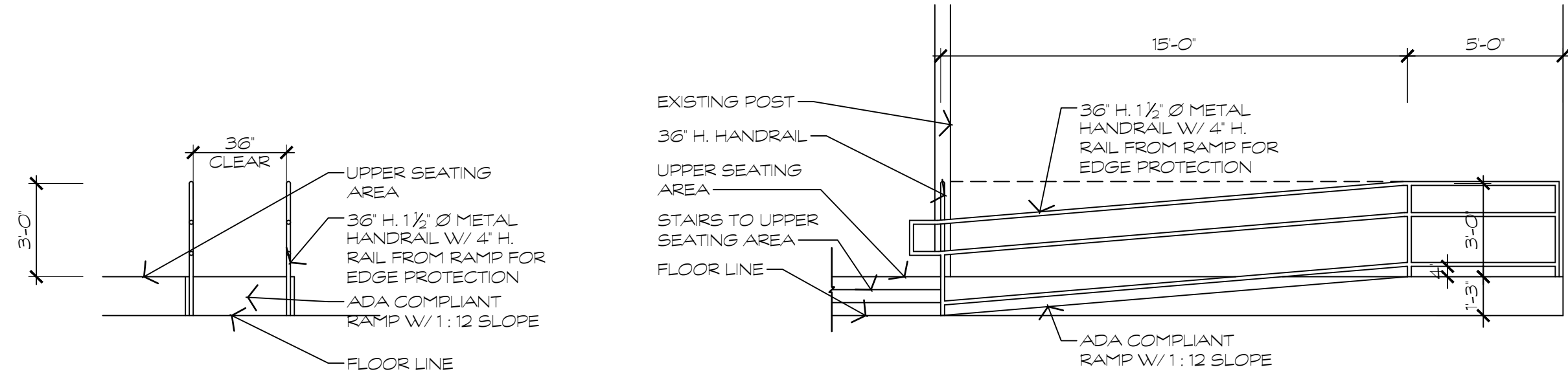


2 FLOOR SYSTEM DIAGRAM

N.T.S.

7 ADA RAMP ELEVATIONS

1/4" = 1'-0"
RE: 2A1



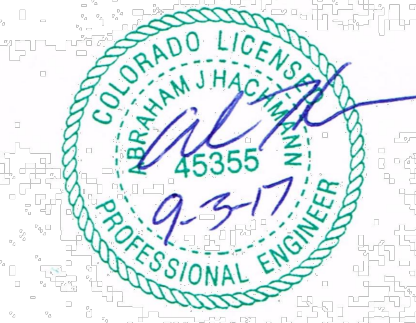
6 ADA ELEVATIONS

1/4" = 1'-0"
RE: 2A1

HACHMANN
DESIGN AND ENGINEERING

24050 County Rd 301A
Buena Vista, CO 81211
(720) 201-6303

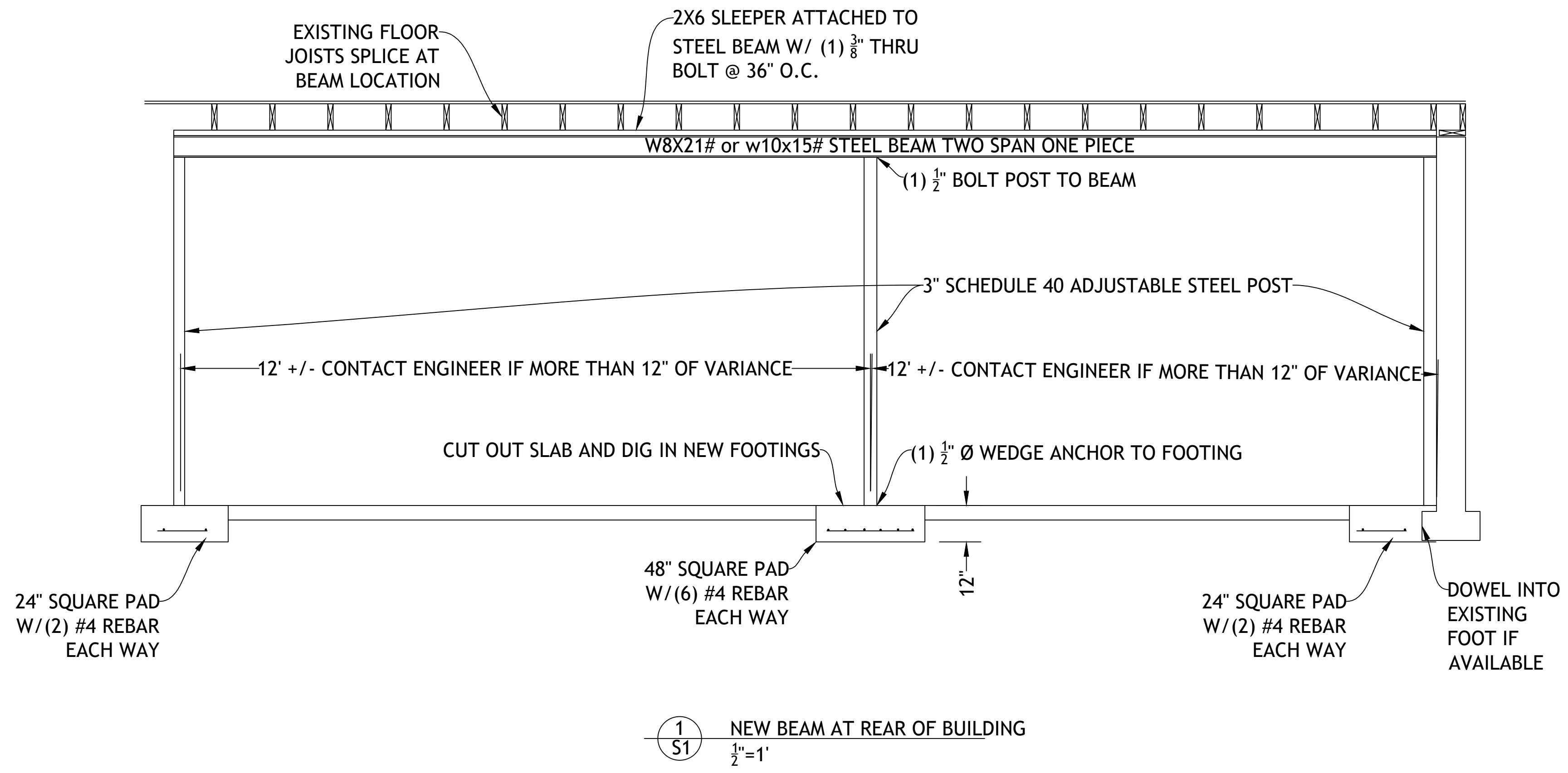
BEDDINGFIELD RE-MODEL
419 D STREET
SALIDA, COLORADO 81201



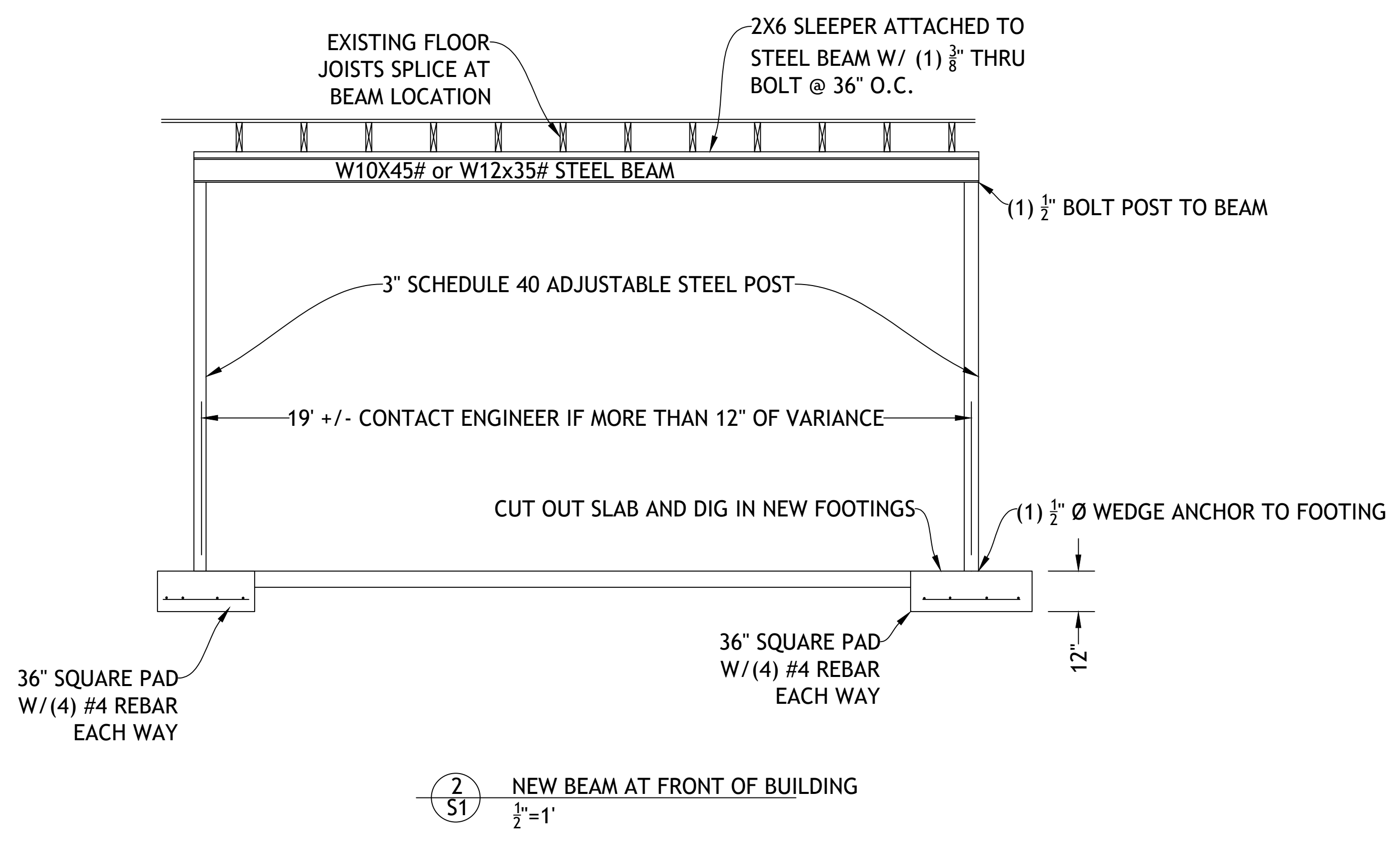
DATES:
9-2-17 CONST.

PROJECT # B17-157
DRAWN BY: AH
FOUNDATION PLAN
SCALE 1/2"=1'

S1



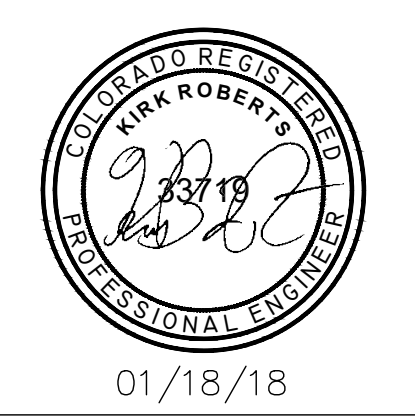
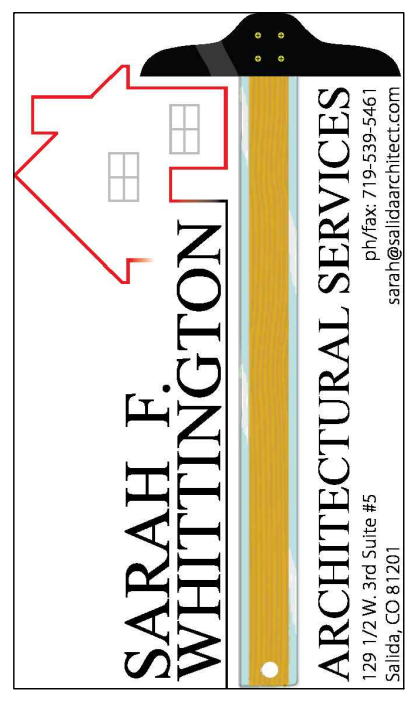
It is unclear where these beams are to be installed. Please specify on floor plan.



DATE: 01/18/18



DRAWN BY: JLR
CHECKED BY: KLR



FIRST BAPTIST CHURCH
419 D STREET
SALIDA CO 81201

PLUMBING
LEGEND,
SCHEDULES,
DETAILS, & GAS
ISOMETRIC

PO
1 OF 4

JOB # 1802

PLUMBING LEGEND

(NOT ALL SYMBOLS LISTED BELOW ARE BEING USED IN THIS SET OF PLUMBING DRAWINGS)

SYMBOL	ABBR	DESCRIPTION	SYMBOL	ABBR	DESCRIPTION	SYMBOL	ABBR	DESCRIPTION
---	CW	DOMESTIC COLD WATER	---	PRV	PRESSURE REDUCING VALVE	---		
---	HW	DOMESTIC HOT WATER	---	U	UNION	---		
---140---	140 HW	140 DEGREE HOT WATER	---	GV	GATE VALVE	---		
---	HWC	DOMESTIC HOT WATER CIRCULATING	---	CV	CHECK VALVE	---		
---	SW	SANITARY WASTE (GREY WATER)	---	TMV	THERMOSTATIC MIXING VALVE	---		
---	SS	SANITARY SEWER (BLACK WATER)	---	BV	BALL VALVE	---		
---	V	SANITARY VENT	---	GC	GAS COCK	---		
---	G	NATURAL GAS	---	DV	HOSE END DRAIN VALVE	---		
---	DR	DRAIN	---	HB	HOSE BIBB, WALL HYDRANT	---		
*****		EXISTING PIPING TO BE REMOVED	---	GC	GAS COCK	---		
---		UNDERGROUND PIPING	---	DN	DOWN	---		
---		TEE DOWN	---	FF	FINISHED FLOOR	---		
---		ELBOW UP	---	I.E.	INVERT ELEVATION	---		
---		ELBOW DOWN	---	NTS	NOT TO SCALE	---		
---		TEE UP	---	VTR	VENT THRU ROOF	---		
---		PIPE CAP OR PLUG	---	(E)	EXISTING	---		
---		VALVE IN RISER	---	(N)	NEW	---		
---			---	(R)	RELOCATE	---		
---			---	(D)	DEMOLISH (REMOVE)	---		

NEW PLUMBING FIXTURE CONNECTION SCHEDULE

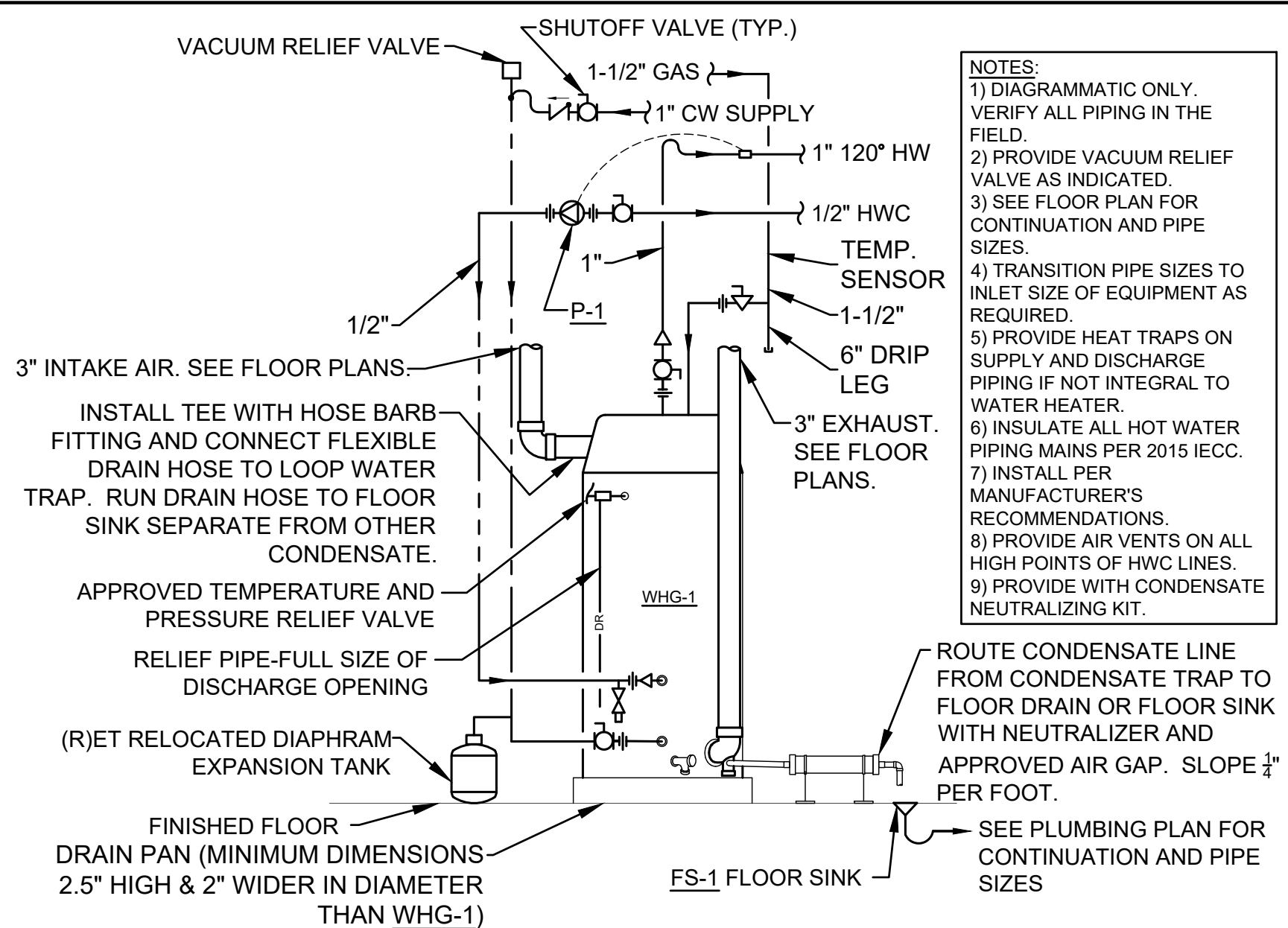
PLAN MARK	DESCRIPTION	MANUFACTURER/MODEL NO. (OR EQUAL)	CONNECTION SIZES					NOTES
			SS/SW	V	CW	120 HW	105 HW	
(N)WC-1	ADA WATER CLOSET - ELONGATED FLUSH TANK FLOOR MOUNT (1.28 GPF)	TOTO DRAKE II CST454CEFG#01	3"	2"	1/2"			1,2
(N)WC-2	ADA WATER CLOSET - ELONGATED FLUSH TANK FLOOR MOUNT (1.28 GPF)	TOTO ENTRADA CST454CEFG(R)#01 (RIGHT SIDE TRIP LEVER)	3"	2"	1/2"			1,2
(N)WC-3	ADA WATER CLOSET - ELONGATED FLUSH TANK FLOOR MOUNT (1.28 GPF)	TOTO DRAKE II CST454CEFG#01	3"	2"	1/2"			2,3
(N)L-1	ADA WALL HUNG LAVATORY W/SHROUD (0.5 GPM)	AMERICAN STANDARD MURRO 0955.001EC	1-1/4"	1-1/4"	3/8"			2,4,12
(N)L-2	ADA LAVATORY- SELF RIMMING OR UNDERMOUNT (0.5 GPM)	SPECIFIED BY OWNER INSTALLED BY PC	1-1/4"	1-1/4"	3/8"			2,5,12
(N)TMV-1	THERMOSTATIC MIXING VALVE	WATTS LFUSG-B			3/8"	3/8"	3/8"	6,7
(N)AAV-1	AIR ADMITTANCE VALVE	STUDOR MINI VENT			1-1/2" OR 2"			6
(N)FS-1	12" SQUARE PVC FLOOR SINK & TRAP GUARD	SIOUX CHIEF 861-3 & SURE SEAL 97042	3"	2"	1-1/2"			8
(N)S-1	1 COMPARTMENT SINK (18 GAUGE RECOMMENDED)	SPECIFIED BY OWNER INSTALLED BY PC	1-1/2"	1-1/2"	1/2"	1/2"		2,9,12
(N)S-2	1 COMPARTMENT SINK (18 GAUGE RECOMMENDED)	SPECIFIED BY OWNER INSTALLED BY PC	1-1/2"	1-1/2"	1/2"	1/2"		2,10,12
(N)S-3	3 COMPARTMENT BAR SINK	PROVIDED BY OWNER INSTALLED BY PC	1-1/2"	1-1/2"	1/2"	1/2"		2,11,13
(N)S-4	1 COMPARTMENT KITCHEN SINK (18 GAUGE STAINLESS STEEL RECOMMENDED)	SPECIFIED BY OWNER INSTALLED BY PC	1-1/2"	1-1/2"	1/2"	1/2"		2,9,12
(N)S-5	20" x 23-7/8" HEAVY DUTY SERVICE SINK WITH LEGS	FIAT PRODUCTS TAT1 WITH FAUCET	1-1/2"	1-1/2"	1/2"	1/2"		14
(N)DW-1	DISHWASHER	PROVIDED BY OWNER INSTALLED BY PC	5/8"				3/8"	15
(N)SP-1	STANDPIPE FOR DISHWASHER	PROVIDED BY PLUMBING CONTRACTOR	2"	2"				15
(N)HA-1	POINT OF USE WATER HAMMER ARRESTOR	SIUOX CHIEF 660 MINIRESTER (SIZE AA)					1/2"	16
(N)CWB-1	CLOTHES WASHER WALL BOX WITH WATER HAMMER ARRESTORS	IPS CORP. DU-ALL DUAL DRAIN W2702HA-85714	2"	2"	1/2"	1/2"		17
(N)IMB-1	ICE MAKER BOX WITH WATER HAMMER ARRESTOR	IPS CORP. AB9702HA-87890					1/2"	17
(N)SH-1	SHOWER & SHOWER DRAIN	SPECIFIED BY OWNER PROVIDED BY PLUMBING CONTRACTOR	2"	1-1/2"	1/2"	1/2"		2,18
(N)UR-1	ADA URINAL MANUAL FLUSH VALVE (0.125 GPF)	AMERICAN STANDARD DECORUM 6042.001EC	2"	1-1/2"	3/4"			2,19
(N)HA-2	WATER HAMMER ARRESTOR	SIUOX CHIEF 653-BX HYDRARESTER					3/4"	20

- NOTES:
- PROVIDE WITH A HEAVY DUTY ELONGATED OPEN FRONT SEAT LESS COVER (DIMENSIONS MUST FIT BOWL SPECIFIED), HEAVY DUTY WAX BOWL RING WITH HORN AND BOLT KIT, ANGLE STOP, FLEXIBLE RISER, & CAST BRASS ESCUTCHEON WITH SET SCREW. ORDER THE RIGHT TRIP LEVER FOR THE ONE ADA WATER CLOSET IN THE WOMEN'S BATHROOM.
 - FLOW RATE OF THIS FIXTURE TO NOT EXCEED MAXIMUM FLOW RATES PER SCHEDULE ON THIS SHEET.
 - PROVIDE WITH AN ELONGATED CLOSED FRONT SEAT WITH COVER AND SOFT CLOSE HINGES (DIMENSIONS MUST FIT BOWL SPECIFIED), HEAVY DUTY WAX BOWL RING WITH HORN AND BOLT KIT, ANGLE STOP, FLEXIBLE RISER, & CAST BRASS ESCUTCHEON WITH SET SCREW.
 - PROVIDE AND INSTALL WITH AMERICAN STANDARD SHROUD 0059.020EC, (0.5 GPM) SINGLE HANDLE ADA FAUCET FOR SINGLE HOLE INSTALLATION, WITH OPEN GRID STRAINER (NO POP UP HOLE). RECOMMEND DELTA FAUCET MODEL 220351 OR EQUAL. PROVIDE P-TRAP, ANGLE STOPS, & FLEXIBLE RISERS AND CAREFULLY INSTALL SO THAT ALL PLUMBING IS INSIDE THE SHROUD. THERE SHALL BE NO EXPOSED PLUMBING. SEE TMV-1 DETAIL ON THIS SHEET.
 - PROVIDE AND INSTALL WITH (0.5 GPM) SINGLE HANDLE FAUCET FOR SINGLE HOLE INSTALLATION, WITH METAL POP UP. COORDINATE FAUCET HOLES IN LAVATORY WITH FAUCET. PROVIDE P-TRAP, ANGLE STOPS, FLEXIBLE RISERS, & CAST BRASS ESCUTCHEONS WITH SET SCREW.
 - INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 - PROVIDE TMV-1 AT ALL LAVATORIES. SEE PLANS FOR LOCATION AND TEMPERATURE SETTINGS. SEE TMV-1 DETAIL ON THIS SHEET.
 - PROVIDE AND INSTALL WITH 3/4" GRATE AND P-TRAP. COORDINATE EXACT MODEL NUMBER REQUIRED FOR INSTALLATION IN APPROPRIATE FLOOR TYPE. LOCATE FLOOR SINK TO BE ACCESSIBLE AND DRAIN LINES VISIBLE. SEE FLOOR SINK DETAIL AND INDIRECT DRAIN DETAIL ON THIS SHEET.
 - PROVIDE FAUCET AND DRAIN SPECIFIED BY OWNER. COORDINATE FAUCET HOLE PUNCHING WITH SINK. PROVIDE AND INSTALL WITH P-TRAP, ANGLE STOPS, FLEXIBLE RISERS AND CAST BRASS ESCUTCHEONS WITH SET SCREW.
 - PROVIDE FAUCET AND DRAIN SPECIFIED BY OWNER. COORDINATE FAUCET HOLE PUNCHING WITH SINK. PROVIDE AND INSTALL WITH P-TRAP, ANGLE STOPS, FLEXIBLE RISERS AND CAST BRASS ESCUTCHEONS WITH SET SCREW. PROVIDE BRANCH TAILPIECE FOR S-2 SINK ADJACENT TO THE DW-1 DISHWASHER ON THE MAIN LEVEL.
 - PROVIDE WALL FAUCET SPECIFIED BY OWNER. PROVIDE AND INSTALL WITH ANGLE STOPS, FLEXIBLE RISERS AND CAST BRASS ESCUTCHEONS WITH SET SCREW.
 - RECOMMEND DELTA FAUCETS FOR ALL LAV AND SINK FAUCETS SO THE ENGINEER CAN OBTAIN PARTS OR REPLACEMENTS IN THE FUTURE AS NEEDED. THE LOCAL REP PROVIDES A HIGH LEVEL OF CUSTOMER SUPPORT.
 - FIXTURE/EQUIPMENT TO HAVE INDIRECT WASTE DRAIN ROUTED TO FLOOR SINK WITH AIR GAP. SEE P1.
 - FAUCET IS PROVIDED WITH SINK. PROVIDE AND INSTALL WITH P-TRAP, ANGLE STOPS, FLEXIBLE RISERS AND CAST BRASS ESCUTCHEONS WITH SET SCREW.
 - CONNECT DISHWASHER DRAIN HOSE FROM DISHWASHER AND ROUTE THROUGH HIGH LOOP DRAIN ATTACHED TO BOTTOM OF COUNTERTOP PER LOCAL AUTHORITY. TERMINATE ONE DISHWASHER TO THE BRANCH TAILPIECE OF S-2 SINK. TERMINATE THE DISHWASHER DRAIN IN THE BASEMENT TO SP-1 DISHWASHER STANDPIPE. SEE SP-1 DETAIL ON THIS SHEET. VERIFY ACTUAL PLUMBING CONNECTION SIZES WITH EQUIPMENT.
 - PROVIDE ON HOT WATER LINE FOR EACH DW-1 DISHWASHER AND ICE MAKER LINE FOR FREEZER ON MAIN LEVEL IN AN ACCESSIBLE LOCATION.
 - PROVIDE WITH WATER HAMMER ARRESTOR(S). TRANSITION AND CONNECT TO EQUIPMENT AS REQUIRED.
 - PROVIDE WITH SHOWER TRIM SPECIFIED BY OWNER. PRESSURE BALANCED MIXING VALVE, HANDLE, SHOWER HEAD, ARM & FLANGE, AND REQUIRED ROUGH IN. PROVIDE P-TRAP AND ROUND OR SQUARE SHOWER DRAIN WITH STRAINER AS SPECIFIED BY OWNER. COORDINATE WITH ARCHITECTURAL DRAWINGS.
 - PROVIDE WITH AMERICAN STANDARD 0.125 GPF MANUAL FLUSH VALVE 6045.013.002 AND ZURN Z1222 WALL CARRIER FOR INSTALLATION AT ADA HEIGHT
 - INSTALL HA-2 ON THE CW BRANCH LINE IN THE WALL BETWEEN THE TWO URINALS. SEE P1.

GAS FIRED TANK TYPE WATER HEATER SCHEDULE

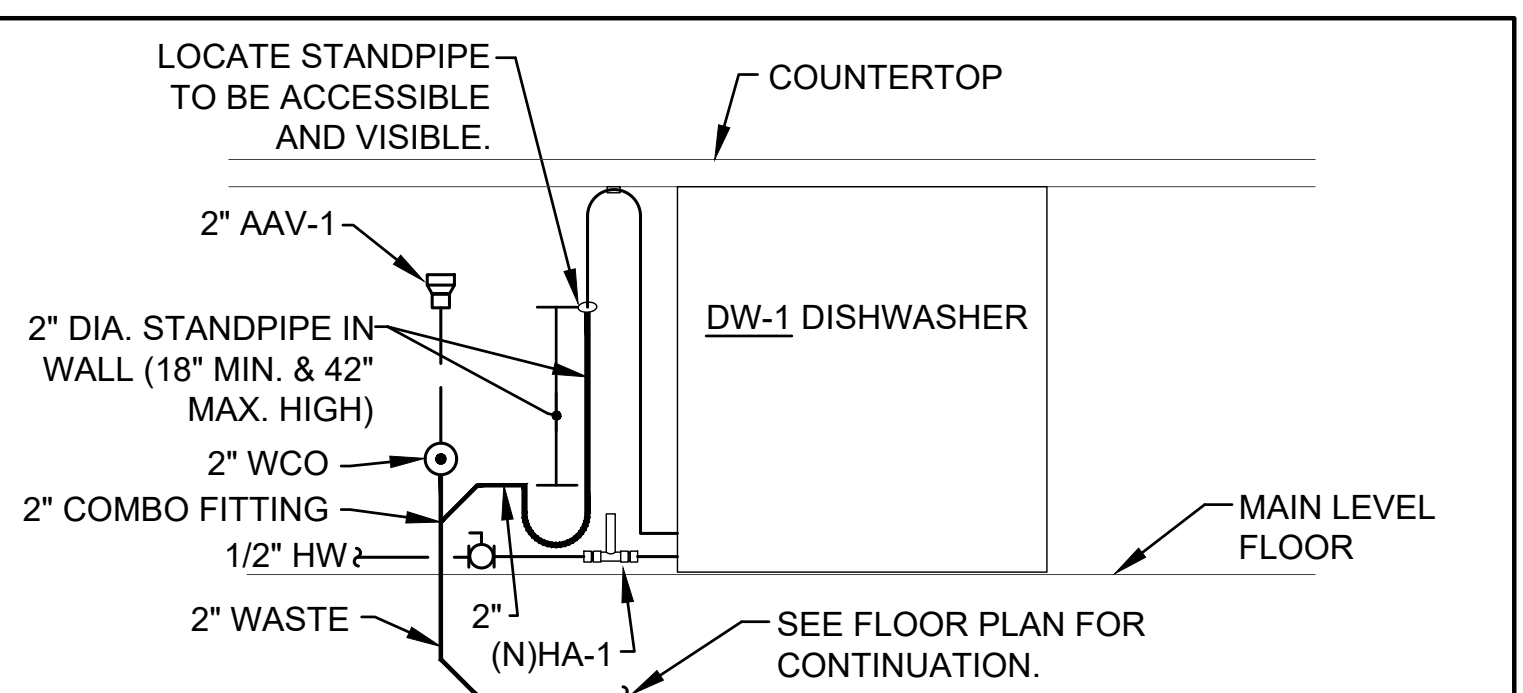
PLAN CODE	MFR. (OR EQUAL)	MODEL	INPUT AT SL (BTUH)	GAL.	EWT	LWT	RECOVERY GPH AT 100 DEGREE RISE	1ST HOUR DELIVERY	THERMAL EFFICIENCY	DIA.	HGT	LBS	VOLT/PH	AMPS	NOTES
WHG-1	AO SMITH	BTH-199MXI	199,000	100	40	120	160 GPH	230 GPH	97%	27-3/4"	76"	460	120/1	15	1-6

- NOTES:
- COORDINATE HIGH ALTITUDE REQUIREMENTS WITH MANUFACTURER.
 - PROVIDE WITH PVC ADAPTORS.
 - PROVIDE VENTING PER MANUFACTURER RECOMMENDATIONS & FIELD CONDITIONS. DO NOT EXCEED LENGTH LIMITATIONS FOR VENTING.
 - MAINTAIN MANUFACTURER RECOMMENDED INSTALLATION CLEARANCES & INSTALL PER ALL MANUFACTURER'S RECOMMENDATIONS & INSTRUCTIONS.
 - COORDINATE ELECTRICAL REQUIREMENTS WITH ELECTRICAL CONTRACTOR.
 - PROVIDE WITH CONDENSATE NEUTRALIZING KIT.



GAS FIRED WATER HEATER CONNECTION DETAIL (WHG-1)

NOT TO SCALE

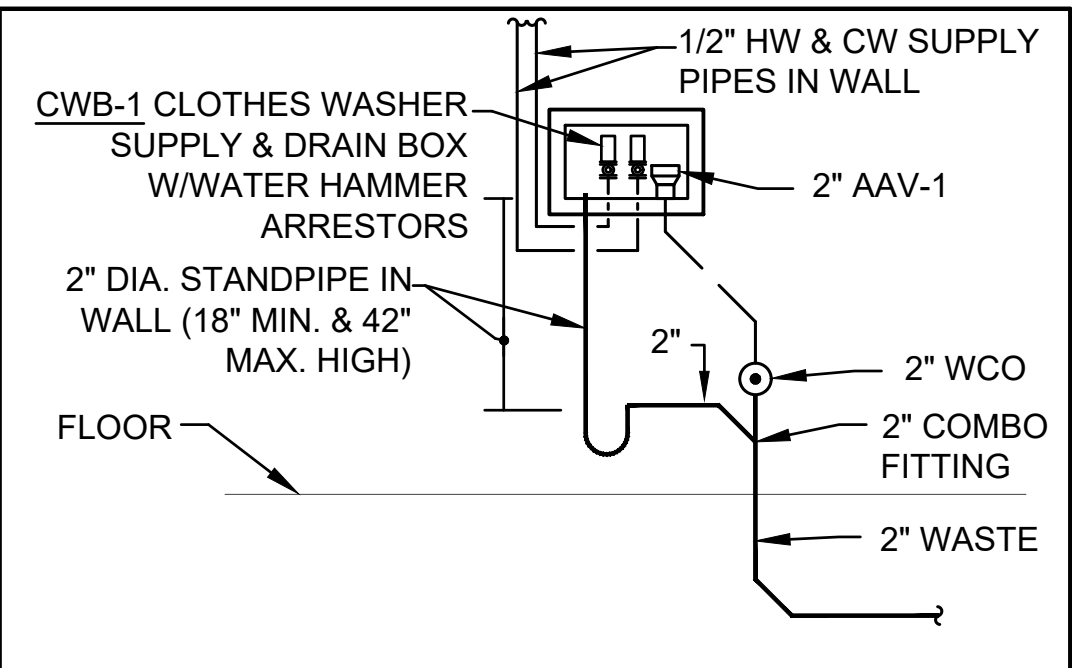


STANDPIPE FOR DISHWASHER DETAIL (SP-1)

NOT TO SCALE

MAXIMUM FIXTURE FLOW RATES PER SENATE BILL 14-103

PLUMBING FIXTURE	MAXIMUM FLOW RATE
LAVATORY, PRIVATE	1.5 GPM
LAVATORY, PUBLIC (METERING)	0.25 GP CYCLE
LAVATORY, PUBLIC (NON-METERING)	0.5 GPM
SHOWER HEAD	2.0 GPM
SINK FAUCET	2.2 GPM
FLUSHING URINAL	1.0 GPF
WATER CLOSET	1.28 GPF



CLOTHES WASHER WALL BOX PIPING DETAIL (CWB-1)

NOT TO SCALE

NEW GAS CONNECTION SCHEDULE

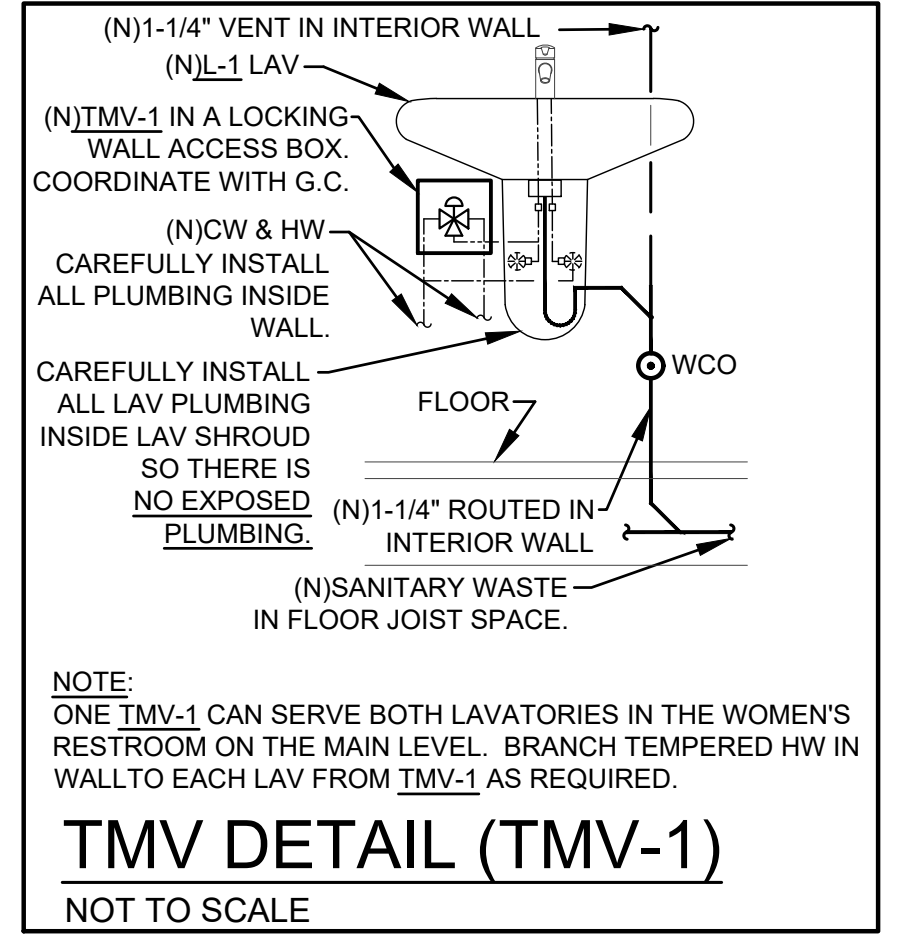
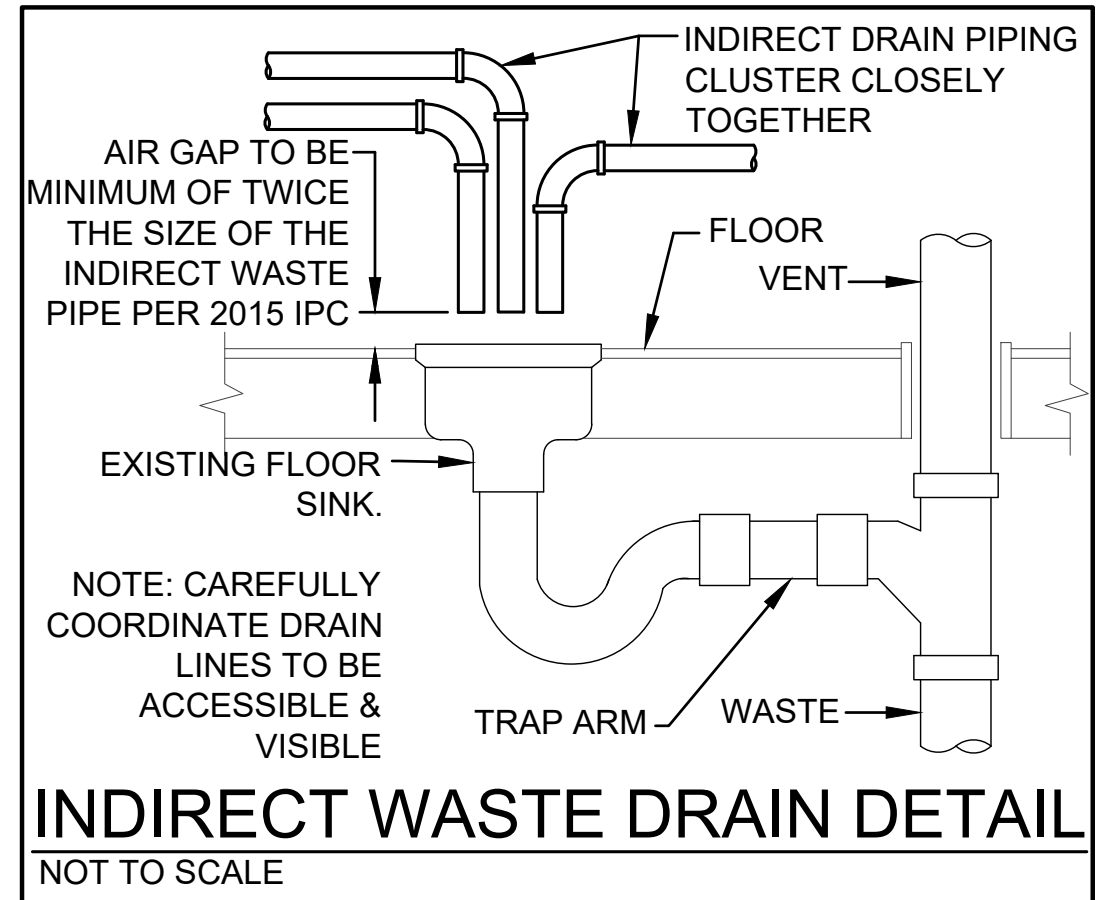
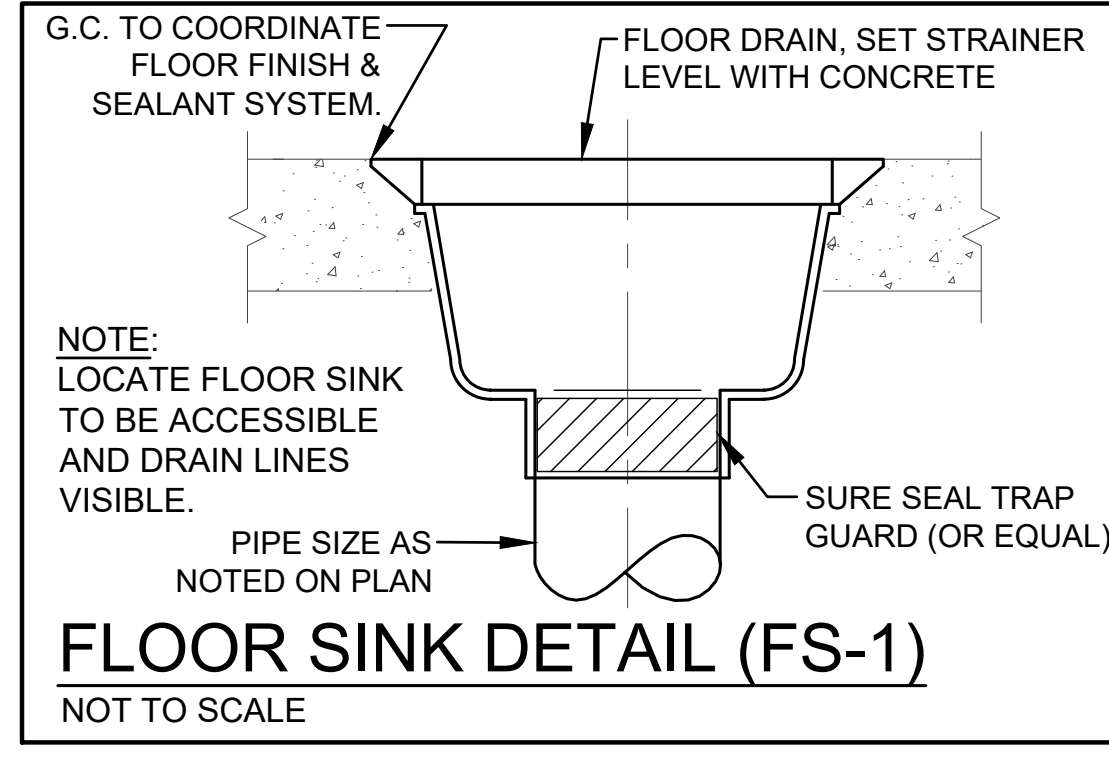
EQUIPMENT	TOTAL BTUH	TOTAL CFH	DISTANCE TO EQUIPMENT	GAS SIZE TO EQUIP
(E)STEAM BOILER	664,000	738	280'	2"
(D)WHG-DEMO WATER HEATER	35,500	39	290'	3/4"
TOTAL DEMO LOAD	699,500	777		
(E)STEAM BOILER	664,000	738	280'	1"
NEW WHG-1 WATER HEATER	199,000	221	285'	1-1/2"
TOTAL NEW LOAD	863,000	959		

RECIRCULATION PUMP SCHEDULE

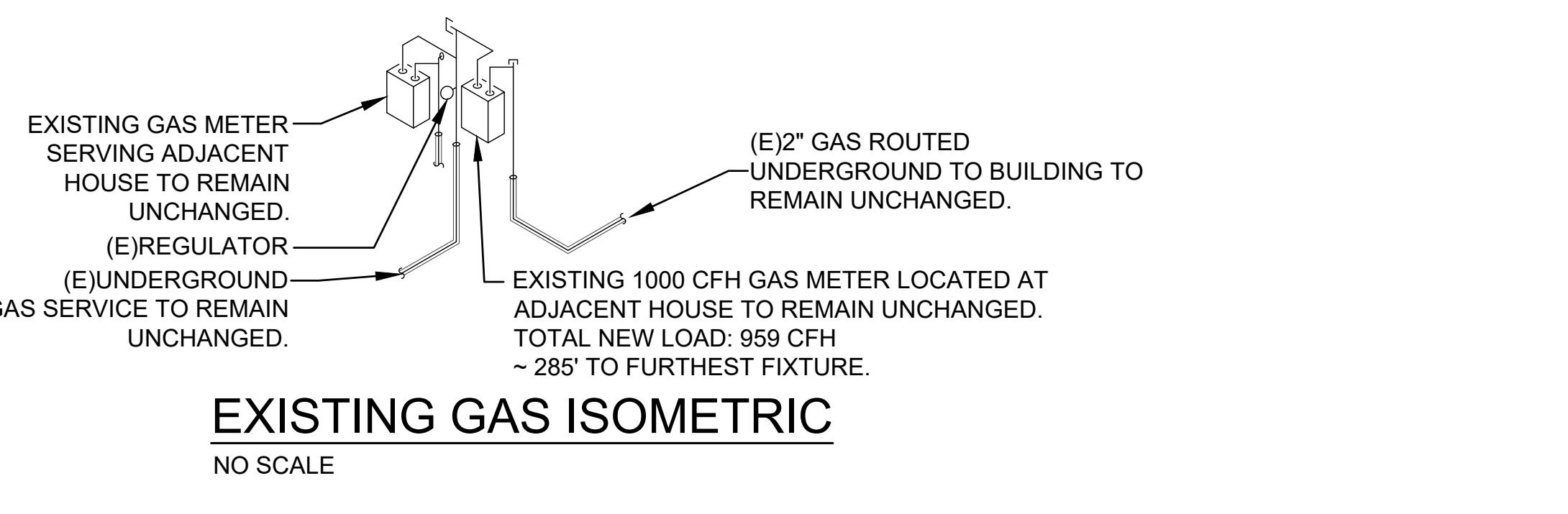
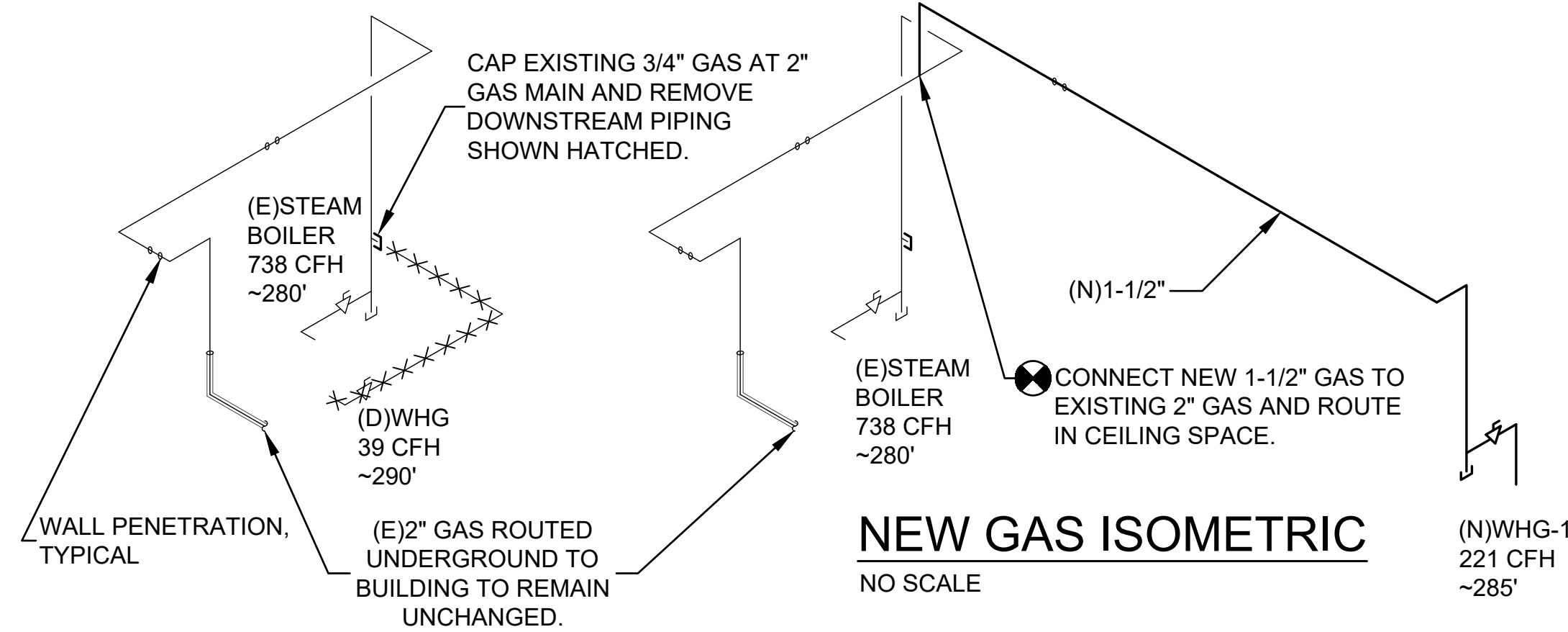
PLAN CODE	MFR.	MODEL	TYPE	GPM	TDH FT.	FLUID	MOTOR				NOTES
							HP	RPM	VOLT/PH	AMPS	
P-1	TACO	006-IFC	SMARTPLUS	1	7	WATER	1/40	3250	115/1	.52	1,2,3,4

NOTES:

- PUMP TO HAVE INTEGRAL CHECK VALVE.
- PLUMBING CONTRACTOR TO SET RECIRC PUMP TO "SMART" MODE AND PROVIDE OWNER TRAINING ON PUMP SETTINGS.
- COORDINATE ELECTRICAL REQUIREMENTS WITH ELECTRICAL CONTRACTOR.
- INSTALL PER MANUFACTURER'S RECOMMENDATIONS.



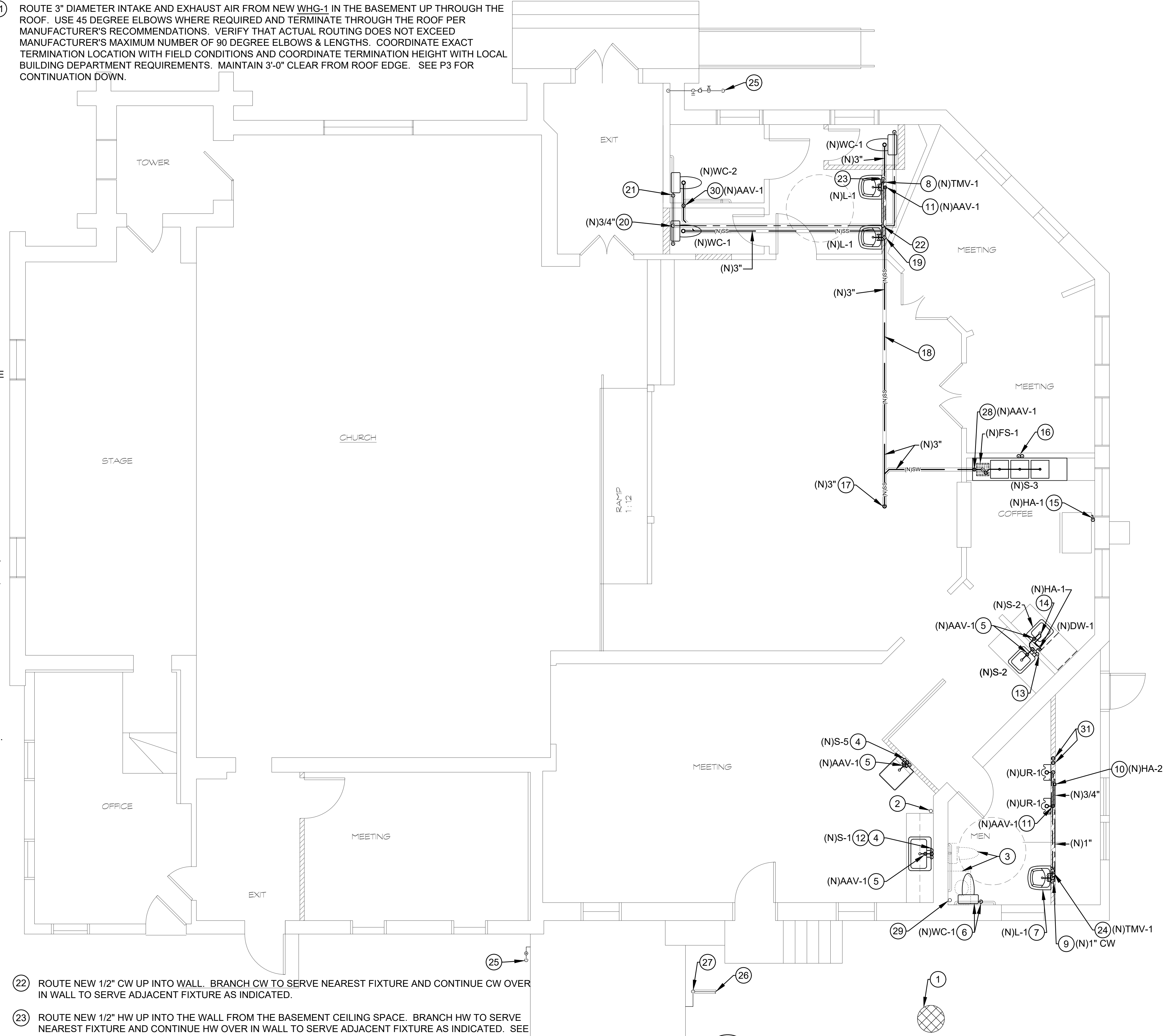
- #### GAS NOTES:
- TRANSITION GAS SIZE TO INLET SIZE OF EQUIPMENT AS REQUIRED.
 - SIZES BASED ON 7 IN. W.C., 0.67 SPECIFIC GRAVITY AND 900 BTUH/CFH FOR SCHEDULE 40 METALLIC PIPE. SIZES SHOULD BE RECALCULATED FOR OTHER PIPE MATERIAL. DO NOT DOWNSIZE ANY PIPES WITHOUT PRIOR APPROVAL FROM ENGINEER.
 - COORDINATE EXACT BTUH AND PRESSURE REQUIRED TO EACH PIECE OF EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS AND PROVIDE REGULATORS AS REQUIRED FOR PROPER OPERATION.
 - FIELD VERIFY EXACT DISTANCE TO FURTHEST PIECE OF EQUIPMENT. DISTANCE SHOWN IS APPROXIMATE ONLY. DISTANCE SHOWN IS APPROXIMATE ONLY AND HAS 50% ADDED FOR EQUIVALENT LENGTH OF FITTINGS AND VALVES.
 - COORDINATE NEW GAS LOADS WITH ATMOS ENERGY.



- GENERAL NOTES:**
- CAREFULLY COORDINATE ALL PLUMBING ROUTING AND PENETRATIONS TO AVOID CONFLICTS WITH ARCHITECTURAL, STRUCTURAL, MECHANICAL, AND ELECTRICAL SYSTEMS.
 - SEE P3 FOR PLUMBING SPECIFICATIONS.
 - ALL PIPE PENETRATIONS THROUGH THE FLOORS AND ROOF SHALL BE WATER TIGHT.
 - SEE SHEET P0 FOR GAS ISOMETRIC AND P2 FOR WASTE & VENT ISOMETRIC.
 - SLOPE ALL SANITARY SEWER/WASTE PIPING 3" AND LARGER INSIDE BUILDING AT A MINIMUM OF 1/8" PER FOOT. SLOPE ALL SANITARY SEWER/WASTE PIPING 2-1/2" AND SMALLER AND ALL HORIZONTAL VENT PIPING AT 1/4" PER FOOT.
 - FIELD VERIFY AND FIELD COORDINATE EXACT LOCATIONS, SIZE AND INVERT ELEVATIONS FOR NEW PIPING CONNECTIONS SHOWN.
 - SEE PLUMBING FIXTURE CONNECTION SCHEDULE ON P0 FOR INDIVIDUAL PIPE SIZES TO EACH NEW FIXTURE SHOWN.
 - PLUMBING COORDINATED TO 5 FEET OUTSIDE THE BUILDING FOOTPRINT. SEE SITE PLAN FOR CONTINUATION AND COORDINATE AS REQUIRED.
 - CONTRACTOR MUST KEEP A REDLINED SET OF DRAWINGS ON SITE SHOWING ANY PLUMBING/PIPING DEVIATIONS.
 - ALL DOMESTIC WATER VALVES SHALL MEET NSF 61.
 - PROVIDE ALL FLOOR AND WALL CLEAN OUTS AS REQUIRED BY CODE AND AS SHOWN. COORDINATE LOCATIONS WITH GENERAL CONTRACTOR.
 - RUN ALL PLUMBING TIGHT TO STRUCTURE AND ALONG BEAMS WHERE POSSIBLE. COORDINATE WITH STRUCTURE.
 - COORDINATE ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS WITH ELECTRICAL CONTRACTOR.
 - INSULATE ALL HW AND HWC PIPING PER THE 2015 IECC.
 - LABEL ALL NEW PIPING PER ANSI 13.1 (INCLUDE TYPE AND DIRECTION OF FLOW).
 - FIRESEAL ALL PENETRATIONS THROUGH FIRE RATED WALLS AND CEILINGS PER FIRE SEALING UL RATING. COORDINATE WITH ARCHITECTURAL PLANS.

KEYNOTES

- EXISTING MANHOLE TO REMAIN UNCHANGED.
- EXISTING 4" SANITARY SEWER & VENT RISER TO REMAIN UNCHANGED. SEE P2 FOR CONTINUATION DOWN.
- DEMO EXISTING WATER CLOSET AND LAVATORY SHOWN DOTTED. DEMO ASSOCIATED CW, HW, SANITARY SEWER AND VENT PIPING ROUTED AND PATCH WALL AND FLOOR REQUIRED. SEE P2 FOR ASSOCIATED PLUMBING ROUTED IN THE BASEMENT LEVEL CEILING SPACE.
- ROUTE NEW CW, SANITARY SEWER, AND HW UP THROUGH THE FLOOR FROM THE BASEMENT CEILING SPACE BELOW AS INDICATED. CONNECT TO FIXTURE AS REQUIRED. COORDINATE REQUIRED FLOOR PENETRATIONS WITH G.C. SEE P3 FOR CONTINUATION DOWN.
- INSTALL A NEW AAV-1 AIR ADMITTANCE VALVE A MINIMUM OF 4" ABOVE THE HORIZONTAL BRANCH DRAIN OR FIXTURE DRAIN AS INDICATED. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- ROUTE NEW CW AND SANITARY SEWER UP THROUGH THE FLOOR FROM THE BASEMENT CEILING SPACE BELOW AS INDICATED. CONNECT TO FIXTURE AS REQUIRED. COORDINATE REQUIRED FLOOR PENETRATIONS WITH G.C. SEE P3 FOR CONTINUATION DOWN.
- ROUTE NEW CW AND HW UP IN THE WALL FROM THE BASEMENT CEILING SPACE BELOW AS INDICATED. BRANCH TO SERVE FIXTURE AS REQUIRED. ROUTE NEW SANITARY WASTE FROM THE BASEMENT CEILING SPACE BELOW TO SERVE FIXTURE AS REQUIRED. SEE P3 FOR CONTINUATION DOWN.
- ROUTE 3/8" CW AND 3/8" HW OVER IN WALL AND CONNECT TO NEW TMV-1 THERMOSTATIC MIXING VALVE RECESSED IN THE WALL WITH A LOCKING ACCESS PANEL IN AN ACCESSIBLE LOCATION UNDER THE NEW L-1 LAVATORY. COORDINATE ACCESS PANEL WITH G.C AND LOCATE TO NOT INTERFERE WITH WALL FINISHES. SET TMV-1 TO 105 DEGREES (F) MAXIMUM. ROUTE 3/8" CW AND 3/8" TEMPERED HW TO SERVE EACH NEW L-1 FAUCET. SEE TMV-1 DETAIL ON P0. (ONE TMV-1 CAN SERVE BOTH L-1 LAVATORIES IN THE WOMEN'S RESTROOM. BRANCH TEMPERED HW OVER IN WALL TO SERVE EACH LAVATORY AS REQUIRED.)
- ROUTE NEW 1" CW UP INTO THE WALL FROM THE BASEMENT CEILING SPACE. BRANCH TO SERVE NEW L-1 LAVATORY AND CONTINUE 1" CW OVER IN THE WALL TO SERVE ADJACENT FIXTURES AS INDICATED.
- INSTALL NEW HA-2 WATER HAMMER ARRESTOR ON THE 3/4" CW BRANCH IN THE WALL BETWEEN THE TWO NEW UR-1 URINALS AS INDICATED.
- ROUTE VENT UP IN WALL FROM FIXTURE DRAIN. ROUTE VENT OVER IN WALL FROM ADJACENT FIXTURE(S) AND TERMINATE COMBINED VENT WITH AN AAV-1 AIR ADMITTANCE VALVE INSTALLED HIGH IN THE CEILING SPACE AS INDICATED. SEE NEW WASTE & VENT ISOMETRIC ON P2 FOR SIZES.
- SEE PLUMBING FIXTURE CONNECTION SCHEDULE ON P0 FOR INDIVIDUAL PIPE SIZES TO EACH NEW FIXTURE. (TYPICAL)
- ROUTE 3/4" HW AND 1/2" CW UP IN THE WALL. TEE 1/2" CW TO EACH NEW S-2 SINK. BRANCH 1/2" HW TO CONNECT TO EACH NEW S-2 SINK. TEE 1/2" HW TO CONNECT TO NEW DW-1 DISHWASHER WITH NEW HA-1 WATER HAMMER ARRESTOR LOCATED IN AN ACCESSIBLE LOCATION IN THE BACK OF THE CABINET.
- CONNECT DISHWASHER DRAIN HOSE THROUGH HIGH LOOP DRAIN ATTACHED TO BOTTOM OF COUNTERTOP AND CONNECT TO BRANCH TAIL PIECE OF ADJACENT S-2 SINK PER LOCAL AUTHORITY.
- ROUTE 1/2" CW UP THROUGH THE FLOOR AND INSTALL A NEW HA-2 POINT OF USE WATER HAMMER ARRESTER IN AN ACCESSIBLE LOCATION. CONNECT TO REFRIGERATOR/FREEZER AS REQUIRED. COORDINATE FLOOR PENETRATION LOCATION WITH EQUIPMENT.
- NEW S-3 THREE COMPARTMENT BAR SINK. ROUTE NEW 1/2" CW AND 1/2" HW UP IN WALL FROM BASEMENT CEILING SPACE BELOW. CONNECT TO FIXTURE WALL FAUCET AS REQUIRED. SEE P3 FOR CONTINUATION DOWN. ROUTE 1-1/2" COMBINED DRAIN FROM S-3 SINK. PROVIDE A P-TRAP WHEN INDIRECT HORIZONTAL PIPING EXCEEDS 30" OR 54" IN TOTAL DEVELOPED LENGTH. TERMINATE WITH INDIRECT CONNECTION AT NEW FS-1 FLOOR SINK. SEE FLOOR SINK AND INDIRECT WASTE DRAIN DETAILS ON P0.
- NEW 3" SANITARY SEWER ROUTED DOWN THROUGH THE RAISED FLOOR OF THE MAIN LEVEL INTO THE BASEMENT CEILING SPACE. SEE P3 FOR CONTINUATION DOWN. INVERT ELEVATION FROM FURTHEST WOMEN'S WATER CLOSET IS APPROXIMATELY 13". RAISED FLOOR IS A TOTAL OF 15". CAREFULLY COORDINATE REQUIRED PENETRATION DOWN INTO BASEMENT CEILING SPACE SO THE SANITARY SEWER RUNS AS FAR AS POSSIBLE IN THE RAISED FLOOR OF THE MAIN LEVEL.
- NEW 3" SANITARY SEWER ROUTED INSIDE THE RAISED FLOOR OF MAIN LEVEL. (TYPICAL)
- ROUTE NEW SANITARY WASTE UP THROUGH THE RAISED FLOOR OF THE MAIN LEVEL TO SERVE FIXTURE IN THE WOMEN'S RESTROOM AS REQUIRED. ROUTE VENT AS INDICATED. SEE NEW WASTE & VENT ISOMETRIC ON P2. (TYPICAL)
- ROUTE NEW 3/4" CW UP INTO THE RAISED FLOOR OF THE MAIN LEVEL FROM THE BASEMENT CEILING SPACE. ROUTE INSIDE THE RAISED FLOOR AND BRANCH TO SERVE EACH FIXTURE AS INDICATED. SEE P3 FOR CONTINUATION DOWN.
- ROUTE NEW CW UP THROUGH THE RAISED FLOOR OF THE MAIN LEVEL TO SERVE FIXTURE AS REQUIRED. (TYPICAL OF ALL WATER CLOSETS IN THE WOMEN'S RESTROOM.)



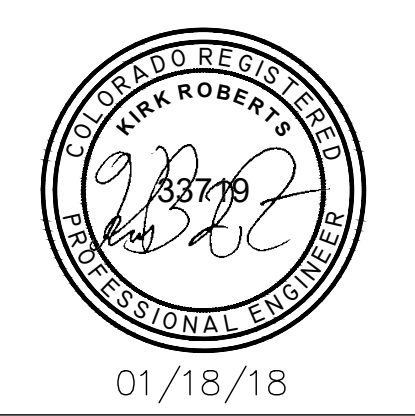
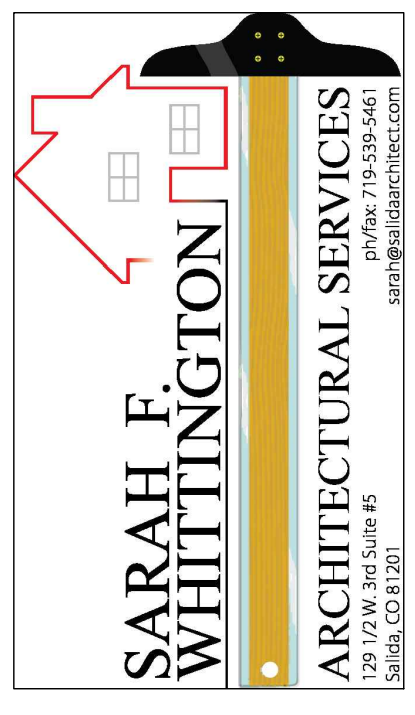
- ROUTE NEW 1/2" CW UP INTO WALL. BRANCH CW TO SERVE NEAREST FIXTURE AND CONTINUE CW OVER IN WALL TO SERVE ADJACENT FIXTURE AS INDICATED.
- ROUTE NEW 1/2" HW UP INTO THE WALL FROM THE BASEMENT CEILING SPACE. BRANCH HW TO SERVE NEAREST FIXTURE AND CONTINUE HW OVER IN WALL TO SERVE ADJACENT FIXTURE AS INDICATED. SEE P3 FOR CONTINUATION DOWN.
- ROUTE 3/8" CW AND 3/8" HW OVER IN WALL AND CONNECT TO NEW TMV-1 THERMOSTATIC MIXING VALVE RECESSED IN THE WALL WITH A LOCKING ACCESS PANEL IN AN ACCESSIBLE LOCATION UNDER THE NEW LAVATORY. COORDINATE ACCESS PANEL WITH G.C AND LOCATE TO NOT INTERFERE WITH WALL FINISHES. SET TMV-1 TO 105 DEGREES (F) MAXIMUM. ROUTE 3/8" CW AND 3/8" TEMPERED HW TO SERVE NEW L-1 LAVATORY FAUCET. SEE NEW TMV-1 DETAIL ON P0.
- EXISTING IRRIGATION CONNECTIONS TO REMAIN UNCHANGED. SEE P2 FOR EXISTING CW ROUTED IN BASEMENT.
- EXISTING 2" GAS ROUTED UNDERGROUND FROM EXISTING 1000 CFH GAS METER LOCATED AT ADJACENT PROPERTY TO REMAIN UNCHANGED.
- EXISTING 2" GAS ROUTED ABOVE GRADE AND INTO EXISTING COAL CHUTE TO REMAIN UNCHANGED. SEE P2 FOR CONTINUATION.
- INSTALL A NEW AAV-1 AIR ADMITTANCE VALVE IN THE CABINET IN AN ACCESSIBLE LOCATION.
- DEMO EXISTING VENT FROM DEMO LAV ROUTED UP IN WALL CHASE AND CAP IN THE CEILING SPACE.
- ROUTE 2" VENT UP IN WALL AND TERMINATE WITH AN AAV-1 AIR ADMITTANCE VALVE INSTALLED HIGH IN THE CEILING SPACE AS INDICATED. SEE NEW WASTE & VENT ISOMETRIC ON P2.

NEW MAIN LEVEL PLUMBING PLAN
SCALE: 1/4"=1'-0"
NORTH

DATE: 01/18/18



DRAWN BY: JLR
CHECKED BY: KLR



FIRST BAPTIST CHURCH
419 D STREET
SALIDA CO 81201

NEW MAIN LEVEL
PLUMBING PLAN

P1
2 OF 4

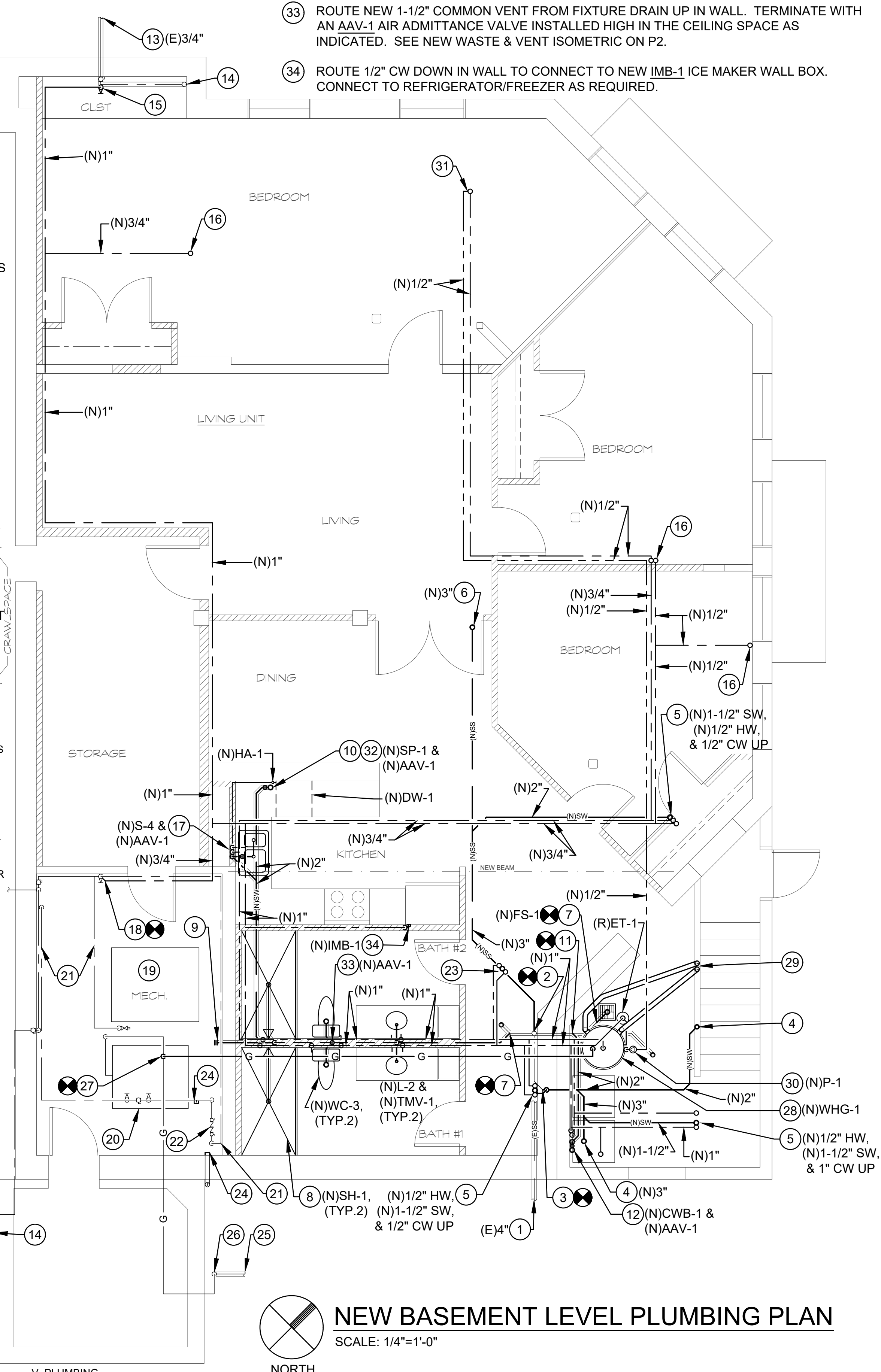
JOB # 1802

- GENERAL NOTES:**
- CAREFULLY COORDINATE ALL PLUMBING ROUTING AND PENETRATIONS TO AVOID CONFLICTS WITH ARCHITECTURAL, STRUCTURAL, MECHANICAL, AND ELECTRICAL SYSTEMS.
 - SEE P3 FOR PLUMBING SPECIFICATIONS.
 - ALL PIPE PENETRATIONS THROUGH THE FLOORS AND ROOF SHALL BE WATER TIGHT.
 - SEE SHEET P0 FOR GAS ISOMETRIC AND P2 FOR WASTE & VENT ISOMETRIC.
 - SLOPE ALL SANITARY SEWER/WASTE PIPING 3" AND LARGER INSIDE BUILDING AT A MINIMUM OF 1/8" PER FOOT. SLOPE ALL SANITARY SEWER/WASTE PIPING 2-1/2" AND SMALLER AND ALL HORIZONTAL VENT PIPING AT 1/4" PER FOOT.
 - FIELD VERIFY AND FIELD COORDINATE EXACT LOCATIONS, SIZE AND INVERT ELEVATIONS FOR NEW PIPING CONNECTIONS SHOWN.
 - SEE PLUMBING FIXTURE CONNECTION SCHEDULE ON P0 FOR INDIVIDUAL PIPE SIZES TO EACH NEW FIXTURE SHOWN.
 - PLUMBING COORDINATED TO 5 FEET OUTSIDE THE BUILDING FOOTPRINT. SEE SITE PLAN FOR CONTINUATION AND COORDINATE AS REQUIRED.
 - CONTRACTOR MUST KEEP A REDLINED SET OF DRAWINGS ON SITE SHOWING ANY PLUMBING/PIPING DEVIATIONS.
 - ALL DOMESTIC WATER VALVES SHALL MEET NSF 61.
 - PROVIDE ALL FLOOR AND WALL CLEAN OUTS AS REQUIRED BY CODE AND AS SHOWN. COORDINATE LOCATIONS WITH GENERAL CONTRACTOR.
 - RUN ALL PLUMBING TIGHT TO STRUCTURE AND ALONG BEAMS WHERE POSSIBLE. COORDINATE WITH STRUCTURE.
 - COORDINATE ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS WITH ELECTRICAL CONTRACTOR.
 - INSULATE ALL HW AND HWC PIPING PER THE 2015 IECC.
 - LABEL ALL NEW PIPING PER ANSI 13.1 (INCLUDE TYPE AND DIRECTION OF FLOW).
 - FIRESEAL ALL PENETRATIONS THROUGH FIRE RATED WALLS AND CEILINGS PER FIRE SEALING UL RATING. COORDINATE WITH ARCHITECTURAL PLANS.

- KEYNOTES**
- ASSUMED LOCATION OF EXISTING UNDERSLAB SANITARY SEWER ROUTED FROM THE EXISTING SANITARY SEWER RISER IN THE BUILDING TO THE MANHOLE BEHIND THE BUILDING SHOWN FOR REFERENCE ONLY. SEE P1 FOR THE MANHOLE LOCATION.
 - CONNECT NEW 3" SANITARY SEWER TO EXISTING 4" SANITARY SEWER & VENT RISER IN CEILING SPACE AND ROUTE AS INDICATED.
 - CONNECT NEW 3" SANITARY SEWER TO EXISTING 3" CAST IRON SANITARY SEWER AT THIS POINT. SEE P2 FOR DEMO WORK. ROUTE NEW 3" SANITARY SEWER IN CEILING SPACE AS INDICATED. SEE WASTE & VENT ISOMETRIC ON P2.
 - ROUTE NEW SANITARY SEWER/WASTE PIPING UP FROM BASEMENT CEILING SPACE TO SERVE MAIN LEVEL FIXTURE ABOVE. SIZE AS INDICATED. SEE P1 FOR CONTINUATION UP.
 - ROUTE NEW CW, SANITARY SEWER/WASTE AND HW UP FROM CEILING SPACE TO SERVE MAIN LEVEL FIXTURE ABOVE. SIZE AS INDICATED. SEE P1 FOR CONTINUATION UP.
 - ROUTE NEW 3" SANITARY SEWER DOWN INTO BASEMENT CEILING SPACE FROM RAISED FLOOR OF MAIN LEVEL. SEE P1 FOR CONTINUATION UP. ROUTE AS HIGH AS POSSIBLE IN BASEMENT CEILING SPACE SO THAT IT IS IN THE CLEAR SPACE ABOVE THE NEW BEAM.
 - CONNECT A NEW 3" UNDERSLAB SANITARY SEWER TO THE EXISTING 3" UNDERSLAB SANITARY SEWER/WASTE AND ROUTE AS INDICATED. FIELD VERIFY EXACT LOCATION, SIZE, AND INVERT ELEVATION OF EXISTING SANITARY SEWER FOR NEW CONNECTION SHOWN. COORDINATE REQUIRED FLOOR SAWCUTS WITH G.C. SEE NEW WASTE & VENT ISOMETRIC ON P2.
 - SEE PLUMBING FIXTURE CONNECTION SCHEDULE ON P0 FOR INDIVIDUAL PIPE SIZES TO EACH NEW FIXTURE. ROUTE CW AND/OR HW DOWN IN WALL FROM CEILING SPACE AND BRANCH IN WALL TO SERVE FIXTURE(S) AS REQUIRED. ROUTE NEW SANITARY SEWER/WASTE UNDERSLAB TO SERVE FIXTURE AS REQUIRED. COORDINATE REQUIRED SAWCUTS WITH G.C. ROUTE VENT AS INDICATED. (TYPICAL)
 - EXTEND THE NEW 3" SANITARY SEWER INTO THE MECHANICAL ROOM AND PROVIDE A CLEANOUT FOR SERVICING.
 - CONNECT DISHWASHER DRAIN HOSE THROUGH HIGH LOOP DRAIN ATTACHED TO BOTTOM OF COUNTERTOP. SECURE TO 2" SP-1 STANDPIPE LOCATED IN THE BACK OF THE CABINET WITH AN AAV-1 AIR ADMITTANCE VALVE. SEE STANDPIPE FOR DISHWASHER DETAIL ON P0.
 - CONNECT A NEW 2" UNDERSLAB SANITARY WASTE TO THE EXISTING 3" UNDERSLAB SANITARY SEWER AND ROUTE TO NEW CWB-1 CLOTHES WASHER BOX AS INDICATED. FIELD VERIFY EXACT LOCATION, SIZE, AND INVERT ELEVATION OF EXISTING SANITARY SEWER FOR NEW CONNECTION SHOWN. COORDINATE REQUIRED FLOOR SAWCUTS WITH G.C. SEE NEW WASTE & VENT ISOMETRIC ON P2.
 - ROUTE 1/2" CW, 1/2" HW AND 2" SANITARY WASTE TO CWB-1 CLOTHES WASHER WALL BOX WITH AAV-1 MOUNTED IN THE WALL BOX. CONNECT TO WASHING MACHINE AS REQUIRED. PROVIDE 60" HOSES IF WALL BOX IS LOCATED DIRECTLY BEHIND WASHING MACHINE. CAREFULLY COORDINATE ALL PLUMBING AND CLOTHES WASHER BOX LOCATION TO AVOID DRYER DUCT ROUTING. SEE CWB-1 CLOTHES WASHER WALL BOX DETAIL ON P0.
 - EXISTING 3/4" DOMESTIC CW SERVICE ROUTED UNDERGROUND FROM STREET MAIN TO BUILDING WITH THE EXISTING WATER METER IN A PIT IN THE SIDEWALK OF E 4TH STREET TO REMAIN UNCHANGED.
 - EXISTING IRRIGATION CONNECTIONS TO REMAIN UNCHANGED. SEE P1 FOR EXISTING CW ABOVE GRADE.
 - CAP EXISTING 3/4" CW JUST AFTER THE IRRIGATION BRANCH IN THE FLOOR ACCESS PANEL. CONNECT A NEW 3/4" CW & ROUTE UP TO THE CEILING SPACE. PROVIDE A NEW SHUT OFF VALVE IN THE VERTICAL PIPE IN AN ACCESSIBLE LOCATION AND INCREASE TO 1" CW. ROUTE NEW 1" CW IN THE CEILING SPACE AS INDICATED. ABANDON EXISTING CW ROUTED UNDERSLAB. SEE P2 FOR DEMO WORK.
 - ROUTE NEW CW UP FROM CEILING SPACE TO SERVE MAIN LEVEL FIXTURES ABOVE. SIZE AS INDICATED. SEE P1 FOR CONTINUATION UP.
 - ROUTE NEW 1/2" CW AND 1/2" HW DOWN IN WALL TO CONNECT TO NEW S-4 KITCHEN SINK. TEE A 1/2" HW IN WALL AND IN BACK OF CABINET TO CONNECT TO DW-1 DISHWASHER. INSTALL A HA-1 POINT OF USE WATER HAMMER ARRESTOR ON THE 1/2" HW LINE.
 - CAP EXISTING 3/4" CW AT THE BASEMENT FLOOR LEVEL WHERE IT PENETRATES INTO THE MECHANICAL ROOM. REMOVE EXISTING 3/4" CW ROUTED UP TO THE FIRST TEE. CONNECT A NEW 3/4" CW TO THE TEE SO THAT THE STEAM BOILER MAKE UP WATER IS CONNECTED TO THE NEW CW MAIN.
 - EXISTING STEAM BOILER NOT IN USE TO REMAIN UNCHANGED.
 - EXISTING FUNCTIONING STEAM BOILER AND ASSOCIATED STEAM PIPING TO REMAIN UNCHANGED. EXISTING STEAM PIPING IS NOT SHOWN AS THERE IS NO NEW WORK ON THE STEAM PIPING SYSTEM.
 - EXISTING MAKE UP WATER PIPING FOR THE STEAM BOILER TO REMAIN UNCHANGED.
 - EXISTING BACKFLOW PREVENTER FOR THE STEAM BOILER MAKE UP WATER TO REMAIN UNCHANGED.

- ROUTE NEW 1/2" CW, 1-1/2" SANITARY WASTE, AND 1/2" HW UP FROM CEILING SPACE TO SERVE MAIN LEVEL FIXTURE ABOVE. SIZE AS INDICATED. SEE P1 FOR CONTINUATION UP.
- SEE P2 FOR CAPPED CONNECTIONS REFERENCED ON THE DEMO PLAN.
- EXISTING 2" GAS ROUTED UNDERGROUND FROM EXISTING 1000 CFH GAS METER LOCATED AT ADJACENT PROPERTY TO REMAIN UNCHANGED.
- EXISTING 2" GAS ROUTED ABOVE GRADE AND INTO EXISTING COAL CHUTE AND INTO THE EXISTING MECHANICAL ROOM CEILING SPACE TO REMAIN UNCHANGED.
- CONNECT NEW 1-1/2" GAS TO EXISTING 2" GAS IN THE MECHANICAL ROOM CEILING SPACE. ROUTE NEW 1-1/2" GAS OVER IN THE BASEMENT CEILING SPACE TO THE NEW WHG-1 GAS FIRED WATER HEATER AS INDICATED. SEE NEW GAS ISOMETRIC ON P0.
- NEW WHG-1 GAS FIRED WATER HEATER WITH DRAIN PAIN INSTALLED ON THE FLOOR. ROUTE A 1" CW WITH RELOCATED EXPANSION TANK (R)ET-1 TO CONNECT TO WATER HEATER PER GAS FIRED WATER HEATER CONNECTION DETAIL ON P0. ROUTE A 1" 120 DEGREE HW UP AND OVER IN THE CEILING SPACE AS INDICATED. ROUTE CONDENSATE (WITH CONDENSATE NEUTRALIZING KIT) AND T&P VALVE DRAIN FROM NEW WHG-1 GAS FIRED WATER HEATER TO NEW FS-1 FLOOR SINK WITH APPROVED AIR GAP PER MANUFACTURER'S RECOMMENDATIONS AND GAS FIRED WATER HEATER CONNECTION DETAIL ON P0.
- ROUTE 3" DIAMETER INTAKE AND EXHAUST AIR FROM NEW WHG-1 UP THROUGH THE ROOF. USE 45 DEGREE ELBOWS WHERE REQUIRED AND TERMINATE THROUGH THE ROOF PER MANUFACTURER'S RECOMMENDATIONS. VERIFY THAT ACTUAL ROUTING DOES NOT EXCEED MANUFACTURER'S MAXIMUM NUMBER OF 90 DEGREE ELBOWS & LENGTHS. COORDINATE EXACT TERMINATION LOCATION WITH FIELD CONDITIONS AND COORDINATE TERMINATION HEIGHT WITH LOCAL BUILDING DEPARTMENT REQUIREMENTS. MAINTAIN 3'-0" CLEAR FROM ROOF EDGE.
- NEW P-1 SMARTPLUS RECIRCULATION PUMP. SEE PUMP SCHEDULE AND GAS FIRED WATER HEATER CONNECTION DETAIL ON P0. ROUTE 1/2" HWC LINE FROM HWC PORT OF THE WATER HEATER AND CONTINUE TO THE PUMP. ROUTE A 1/2" HWC LINE FROM THE PUMP TO THE FURTHEST FIXTURE ON THE HOT WATER LOOP. BALANCE TO 1 GPM.
- CONNECT 1/2" HW TO FURTHEST FIXTURE AS INDICATED. HOT WATER LOOP TO BE ROUTED FROM WATER HEATER AS INDICATED TO MAINTAIN THE SHORTEST BRANCH LEGS POSSIBLE TO EACH FIXTURE SERVED.
- INSTALL A NEW AAV-1 AIR ADMITTANCE VALVE A MINIMUM OF 4" ABOVE THE HORIZONTAL BRANCH DRAIN OR FIXTURE DRAIN AS INDICATED. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- ROUTE 2" COMMON VENT UP IN WALL FROM FIXTURE DRAIN. ROUTE VENT OVER IN WALL FROM ADJACENT FIXTURE(S) AND TERMINATE COMBINED WITH AN AAV-1 AIR ADMITTANCE VALVE INSTALLED HIGH IN THE CEILING SPACE AS INDICATED. SEE NEW WASTE & VENT ISOMETRIC ON P2 FOR SIZES.

- DIVISION 15 - MECHANICAL SPECIFICATIONS**
- BASIC PLUMBING REQUIREMENTS**
 - FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL OPERATIONS NECESSARY FOR THE INSTALLATION OF COMPLETE AND FUNCTIONING PLUMBING SYSTEMS, AS SPECIFIED AND AS REQUIRED BY CODE.
 - INSTALL ALL PLUMBING EQUIPMENT AND APPURTENANCES IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS, CONTRACT DOCUMENTS, APPLICABLE CODES, REGULATIONS, AND OWNER'S DESIGN AND TECHNICAL CRITERIA.
 - COORDINATE AND ORDER THE PROGRESS OF PLUMBING WORK TO CONFORM TO THE OWNER'S SCHEDULE AND THE PROGRESS OF THE WORK OF THE OTHER TRADES.
 - COORDINATE ALL EQUIPMENT CONNECTIONS WITH MANUFACTURERS' CERTIFIED DRAWINGS AND/OR DOCUMENTS. COORDINATE AND PROVIDE ALL PIPING TRANSITIONS REQUIRED FOR FINAL EQUIPMENT CONNECTIONS TO FURNISHED EQUIPMENT. FIELD VERIFY AND COORDINATE PIPING DIMENSIONS BEFORE FABRICATION.
 - APPLY FOR AND PAY FOR ALL PERMITS, FEES, LICENSES AND INSPECTIONS FOR THIS DIVISION OF WORK.
 - COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS AND ORDINANCES. COMPLY WITH REQUIREMENTS OF THE UTILITY COMPANIES. IN THE CASE OF DIFFERENCES BETWEEN THESE REQUIREMENTS AND ORDINANCES, THE MOST STRINGENT SHALL GOVERN. CALL FOR INSPECTIONS REQUIRED BY LOCAL BUILDING INSPECTION AUTHORITY.
 - THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PAY FOR AND REPAIR ALL DAMAGES CAUSED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 - MAINTAIN ONE SET OF REDLINED DRAWINGS ON THE JOB SITE INDICATING ALL CHANGES AND DEVIATIONS FROM THE WORK SHOWN ON THE ORIGINAL DRAWINGS. THESE DRAWINGS SHALL BE AVAILABLE TO THE BUILDING INSPECTOR UPON REQUEST.
 - PRIOR TO FINAL ACCEPTANCE, THOROUGHLY CLEAN ALL WORK.
 - AT COMPLETION OF WORK, DELIVER COMPLETED PROJECT RECORD DOCUMENTS MARKED WITH FIELD CHANGES TO OWNER.
 - PROVIDE A WRITTEN WARRANTY TO THE OWNER COVERING THE ENTIRE PLUMBING WORK TO BE FREE FROM DEFECTIVE MATERIALS, EQUIPMENT AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER DATE OF ACCEPTANCE.
 - BASIC MATERIALS AND METHODS**
 - THE PLUMBING DRAWINGS INDICATE THE GENERAL DESIGN AND ARRANGEMENT OF PIPING, EQUIPMENT, SYSTEMS, ETC. INFORMATION SHOWN IS DIAGRAMMATIC IN CHARACTER AND DOES NOT INDICATE EVERY REQUIRED OFFSET, FITTING, ETC.
 - THE LOCATIONS OF THE ITEMS SHOWN ON THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS THAT ARE NOT DEFINITELY FIXED BY DIMENSIONS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS NECESSARY TO SECURE THE BEST CONDITIONS AND RESULTS MUST BE DETERMINED BY THE PROJECT SITE CONDITIONS AND SHALL HAVE THE APPROVAL OF THE ENGINEER BEFORE BEING INSTALLED. DO NOT SCALE THE DRAWINGS (UNLESS NOTED OTHERWISE).
 - WHERE STRUCTURE AND/OR BEAMS ARE INDICATED TO BE PENETRATED WITH PIPING, COORDINATE PIPING LAYOUT WITH SHOWN ON THE DRAWINGS. THESE DRAWINGS SHALL BE AVAILABLE TO THE BUILDING INSPECTOR UPON REQUEST.
 - FURNISH AND INSTALL ALL BASES AND SUPPORTS.
 - REINFORCEMENT, DETAILING, AND PLACEMENT OF CONCRETE SHALL CONFORM TO ASTM 315 AND ACI 318. CONCRETE SHALL CONFORM TO ASTM C94. CONCRETE WORK SHALL CONFORM TO ACI 318, PART ENTITLED "CONSTRUCTION REQUIREMENTS".
 - PROVIDE SHUT-OFF VALVES AND UNIONS SUITABLY LOCATED TO ISOLATE EACH ITEM OF EQUIPMENT.
 - TEST PIPING SYSTEMS PRIOR TO CONCEALMENT.
 - PROVIDE STRUCTURAL WORK AND EQUIPMENT REQUIRED TO CONTROL EXPANSION AND CONTRACTION OF PIPING.
 - VALVES AND CLEANOUTS SHALL BE INSTALLED AS SHOWN ON THE DRAWINGS AND AS REQUIRED BY CODE.
 - ALL VALVES SHALL BE INSTALLED SO THAT VALVE REMAINS IN SERVICE WHEN EQUIPMENT OR PIPING ON EQUIPMENT SIDE OF VALVE IS REMOVED.
 - ALL BALANCING VALVES SHALL BE PROVIDED WITH POSITION INDICATORS AND MAXIMUM ADJUSTABLE STOPS (MEMORY STOPS).
 - ALL VALVES (EXCEPT CONTROL VALVES) AND STRAINERS SHALL BE FULL SIZE OF PIPE BEFORE REDUCING SIZE TO MAKE CONNECTIONS TO EQUIPMENT AND CONTROLS.
 - INSTALL ALL PIPING WITHOUT FORGING OR SPRINGING.
 - ALL VALVES SHALL BE ADJUSTED FOR SMOOTH AND EASY OPERATION.
 - ALL CLEANOUTS SHALL BE FULL SIZE OF PIPE.
 - PROVIDE ACCESS PANELS FOR INSTALLATION IN WALLS AND CEILINGS, WHERE REQUIRED, TO SERVICE VALVES AND OTHER CONCEALED PLUMBING EQUIPMENT. ACCESS PANELS SHALL BE TURNED OVER TO GENERAL CONTRACTOR FOR INSTALLATION. LOCATE ALL PLUMBING EQUIPMENT FOR UNOBSTRUCTED ACCESS TO UNIT ACCESS PANELS, CONTROLS AND VALVING.
 - ALL OPENINGS IN FIREWALLS DUE TO PIPING, CONDUIT, ETC., SHALL BE FIRE STOPPED WITH A PRODUCT SIMILAR TO 3M OR APPROVED EQUAL.
 - ALL PIPING SHALL CLEAR DOORS AND WINDOWS.
 - PLUMBING IDENTIFICATION**
 - IDENTIFY PIPING AND VALVES ABOVE CEILINGS, AS WELL AS EXPOSED TO VIEW EXCEPT IN FINISHED AREAS. CONFORM TO ANSI A13.1.
 - INSULATION**
 - FURNISH AND INSTALL INSULATION FOR ALL PIPING SYSTEMS PER 2015 IECC.

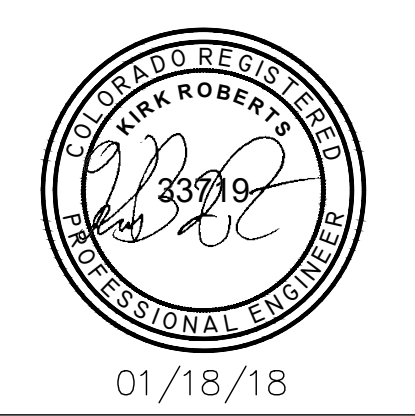
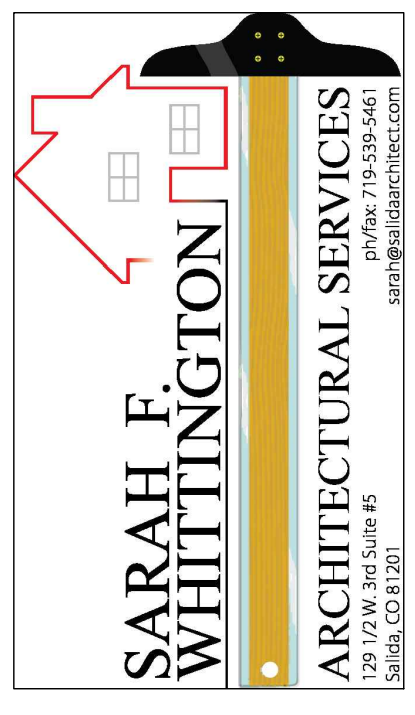


- V. PLUMBING**
- DOMESTIC WATER PIPING MATERIALS:
 - CROSS-LINKED POLYETHYLENE (PEX) WITH A PRESSURE AND TEMPERATURE RATING OF 160 PSI AT 73 F, 100 PSI AT 180 F AND 80 PSI AT 200 F TUBING SHALL HAVE A MINIMUM OF 6 MONTHS UV PROTECTION MANUFACTURED IN ACCORDANCE WITH ASTM F876 AND ASTM F877 AND TESTED FOR COMPLIANCE BY AN INDEPENDENT THIRD-PARTY AGENCY. FITTINGS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM F1807 OR ASTM F2159 AND/OR COMPLY WITH ASTM F877 SYSTEM STANDARD AS IDENTIFIED ON THE FITTING. CRIMP SYSTEMS SHALL BE LISTED TO ASTM F877, WITH COPPER CRIMP RING LISTED TO ASTM F1807 AND/OR ASTM F877.
 - WHEN USING PEX, PROVIDE PIPE SUPPORT/HANGERS PER MANUFACTURER'S SPECIFICATIONS FOR MINIMUM DISTANCE BETWEEN SUPPORTS.
 - ALL PEX PIPING COMPONENTS TO BE FROM SAME MANUFACTURER.
 - RUN PIPING AS DIRECT AS POSSIBLE TO REQUIRED CONNECTIONS, AND SLOPE TO DRAIN VALVES AT LOW POINTS FOR COMPLETE DRAINING OF SYSTEM. LOCATE DRAIN VALVES AT ACCESSIBLE POINTS WITHIN THE SYSTEM.
 - SANITARY WASTE MATERIALS:
 - ABS PLASTIC PIPE IN IPS DIAMETERS WITH A SOLID CELLULAR CORE OR COMPOSITE WALL. ALL PIPE AND FITTINGS MUST CONFORM TO THE STANDARDS LISTED IN THE 2015 IPC. INSTALLATION SHALL COMPLY WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE REQUIREMENTS OF THE 2015 IPC. SOLVENT CEMENT JOINTS SHALL BE MADE WITH A SOLVENT CEMENT CONFORMING TO ASTM D 2235. THE SYSTEM SHALL BE PROTECTED FROM CHEMICAL AGENTS, FIRE-STOPPING MATERIALS, THREAD SEALANT, PLASTICIZED-VINYL PRODUCTS OR OTHER AGGRESSIVE CHEMICAL AGENTS NOT COMPATIBLE WITH ABS COMPOUNDS. THE SYSTEM SHALL BE HYDROSTATICALLY TESTED AFTER INSTALLATION.
 - ALL SANITARY WASTE PIPING SHALL BE SLOPED AT A MINIMUM 1/8" PER FOOT.
 - PLUMBING FIXTURES: ALL FIXTURES AND TRIM SHALL BE NEW. ALL FIXTURES ON THE MAIN LEVEL SHALL BE COMMERCIAL GRADE.

DATE: 01/18/18



DRAWN BY: JLR
CHECKED BY: KLR



FIRST BAPTIST CHURCH
419 D STREET
SALIDA CO 81201

NEW BASEMENT
LEVEL
PLUMBING PLAN
&
SPECIFICATIONS

P3
4 OF 4

JOB # 1802



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018:

AGENDA ITEM NO. VI. - 3.	ORIGINATING DEPARTMENT: Recreation & Aquatic Center	PRESENTED BY: Theresa Casey
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ITEM:

Citizen appointments to the Recreation Advisory Board (RAB) – Resolution 2018-30

BACKGROUND:

The RAB is made up of five regular members and two alternates. The current make-up of the RAB is as follows:

<u>Member</u>	Term Expires
Diana Porter - Co-Chair	3/2019
Lisa DeYoung – Co-Chair	3/2018
Andrea Carlstrom	3/2019
Julie Mach	3/2019
Connie Goscinski	3/2019
<u>Alternates</u>	
Daryl Huschka	3/2019
Lee James	3/2018

At the May 21st and June 4th worksessions Council interviewed two applicants who wish to return to the board one as a regular member and one as an alternate member.

FISCAL NOTE:

NA

SUGGESTED MOTIONS:

A Council person should make a motion to approve Resolution 2018-30, a resolution of the City Council of the City of Salida, Colorado approving the following appointments to the Recreation Advisory Board.

1. _____ as a regular member term to expire March 2020
2. _____ as an alternate member term to expire March 2020

CITY OF SALIDA, COLORADO
RESOLUTION NO. 30
(Series 2018)

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

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

WHEREAS, there currently exists one vacant regular position and one alternate position on the Recreation Advisory Board; and

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

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

- 1. The City Council incorporates the forgoing recitals as findings by the City Council.
- 2. The Council hereby appoints the following individual(s) to serve on the Recreation Advisory Board:
 - a. _____ as a regular member, term to expire March 2020.
 - b. _____ as an alternate member, term to expire March 2020.

RESOLVED, APPROVED AND ADOPTED this 19th day of June, 2018.

CITY OF SALIDA, COLORADO

By _____
Mayor PT Wood

[Seal]

ATTEST:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018:

AGENDA ITEM NO. VI. - 4.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Larry Lorentzen
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ITEM:

Resolution 2018-31-A resolution of the City Council for the City of Salida, Colorado approving an amended Fee Schedule for Short Term Rental Business Licenses.

BACKGROUND:

At the worksession of June 4th, staff provided Council with an estimate of time spent annually on managing the short term business licenses, broken down per license basis. Staff recommended amending the fee schedule to \$150.00 for new licenses and \$100.00 for renewals.

FISCAL NOTE:

There are currently 146 Short Term Rental business licenses which will generate \$14,600 annually for renewals. In addition new licenses will trickle at an expected rate of one or two a month for an additional expected revenue of \$3,000 if fees for new and renewal licenses are set at \$150.00 and \$100.00 respectively.

STAFF RECOMMENDATION:

Staff recommends approval of this resolution with fees set at \$150.00 for new licenses and \$100.00 for renewals.

SUGGESTED MOTIONS:

I move to approve Resolution No. 2018-31, a resolution of the City Council of the City of Salida, Colorado approving an amended short-term rental business license fee schedule with the fee for a new license at \$_____ and the fee for a renewal at \$_____.

RESOLUTION 2018-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA,
COLORADO UPDATING SHORT TERM RENTAL BUSINESS LICENSE
FEE SCHEDULE.**

WHEREAS, the Salida Municipal Code establishes rules and regulations for operations of the City and provides for the establishment of fees for various City services;

WHEREAS, the City Council has adopted Article V to Chapter 6 of the Salida Municipal Code establishing business licensing for short-term rentals, and

WHEREAS, the Salida City Council finds it in the best interest of the citizens to establish fees for new and renewing short-term rental business licenses, along with penalties for late renewals and operating without a license; and

WHEREAS, the Salida City Council wishes to adopt the updated Fee Schedule attached hereto as the official fee schedule for the operation of Short Term Rentals within the City of Salida as regulated by Chapter Six of the Salida Municipal Code.

**NOW, THEREFORE, BE IT RESOLVED 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 City Council hereby approves the Fee Schedule, attached hereto as Exhibit A, for Short Term Rental Business Licenses within the City of Salida to become effective upon adoption.

RESOLVED, APPROVED AND ADOPTED this 19th day of June, A.D. 2018.

CITY OF SALIDA

[SEAL]

By: _____
P.T. Wood, Mayor

ATTEST:

City Clerk/Deputy City Clerk

Exhibit A – Resolution 2018-31



**2018 Fees and Charges for Short Term Rental
Business Licenses - Salida Municipal Code
Chapter 6**

TYPE OF LICENSE	FEE
<i>Short-Term Rental Business License (SMC 6-5)</i>	
Short-term Rental Business License – New	\$
Short-term Rental Business License – Renewal	\$
Late Fee on Renewal*	\$10.00
Penalty for Operating without a Business License	\$1,000.00

* Late Fee applicable to Short Term Rentals in Commercial Districts only. Residential Districts have caps on the number of Short Term Rentals and failure to renew on time results in loss of license. A new license would have to be applied for and which may not be available.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018:

AGENDA ITEM NO. VI. - 5.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Larry Lorentzen
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ITEM:

Resolution 2018-32, A resolution of the City Council for the City of Salida, Colorado Certifying Ballot Language for a Special Election to be Held on September 25, 2018, Regarding the City’s Sales Tax Revenue Distribution to the Economic Development Fund

BACKGROUND:

At the November 8, 2016 election the voters approved an initiated ordinance to create a number of new funds including an Economic Development Fund and to distribute up to 2% of the City’s 3% sales tax to this fund.

The Economic Development Fund is to be used for among other things, the creation of affordable housing. As the Council has found in trying to facilitate the creation of affordable housing by reducing plant investment fees for a development and backfilling the Water/Wastewater Enterprise from the Economic Development Fund, two percent of the sales tax is going to be inadequate to meet the goals of Council in making affordable housing projects happen.

The 2018 budget predicts a revenue of \$57,500 for each 1% of sales tax. Therefore raising the allowed distribution amount which could be budgeted each year will result in the following revenues to the Economic Development Fund

2% as budgeted	\$115,000
3%	\$172,500
5%.....	\$287,500
10%	\$575,000

FISCAL NOTE:

Any additional sales tax revenue distributed to the Economic Development Fund will result in a lesser amount available to distribute to the other City Funds. The language is for “up to” an amount so the Council does not have to put in whatever is approved but will have the flexibility to determine the actual amount each year at budget time.

STAFF RECOMMENDATION:

Staff recommends approval of this resolution with Council determining the appropriate percentage to fill in the blank.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018:

AGENDA ITEM NO. VI. - 4.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Larry Lorentzen
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SUGGESTED MOTIONS:

I move to approve Resolution No. 2018-32, a resolution of the City Council of the City of Salida, Colorado Certifying Ballot Language for a Special Election to be Held on September 25, 2018 Regarding the City's Sales Tax Revenue Distribution to the Economic Development Fund and Setting the Amount at Up To [redacted] %.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 32
(Series of 2018)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO
CERTIFYING BALLOT LANGUAGE FOR A SPECIAL ELECTION TO BE HELD ON
SEPTEMBER 25, 2018, REGARDING THE CITY'S SALES TAX REVENUE
DISTRIBUTION TO THE ECONOMIC DEVELOPMENT FUND**

WHEREAS, the distribution of sales tax to various City Funds was approved by the voters at the November 8, 2016 election; and

WHEREAS, the Salida Municipal Code states up to 2% of the proceeds received from the City's 3% sales tax shall be allocated to the economic development fund to be used, as approved by City Council, for economic development purposes.

WHEREAS, "economic development purposes" includes, but is not limited to, the creation of affordable and sustainable housing; and

WHEREAS, affordable housing is a high priority of the Salida city council and funding in excess of the 2% allocation may be necessary to reasonably facilitate the creation of affordable housing; and

WHEREAS, the City Council desires to certify and approve ballot language regarding the distribution of sales tax to the Economic Development Fund at the Special Election to be held on September 25, 2018.

**NOW THEREFORE, BE IT RESOLVED 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 City Council approves the following ballot question, the form and language, to be placed on the ballot at the Special Election to be held on September 25, 2018:

Shall the City of Salida amend Section 4-3-50(c) of the Salida Municipal Code concerning the disposition of revenue to read as follows?

Sec. 4-3-50. Disposition of Revenue.

- (c) Up to _____ percent (___%) of the proceeds received from the three percent (3%) sales tax imposed by the City of Salida shall be allocated to the Economic Development Fund to be used, as approved by City Council, for Economic Development purposes. "Economic Development purposes" includes, but is not limited to, the creation of affordable and sustainable housing and to the support of efforts to improve the standard of living of the community through the creation of jobs, the support of innovation and new ideas, the creation of greater net wealth; and the improvements to quality of life.

RESOLVED, APPROVED AND ADOPTED this 19th day of June, A.D. 2018.

CITY OF SALIDA

[SEAL]

By: _____
P.T. Wood, Mayor

ATTEST:

City Clerk/Deputy City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: June 19, 2018:

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

Approval of Resolution 2018-33 approving a Memorandum of Understanding with Community Builders regarding the Highway 50 Corridor Plan.

BACKGROUND:

Resolution 2018-11 was approved by City Council on February 20, 2018 supporting a grant request with Community Builders and providing matching funds of \$25,000 from the Economic Development Fund. The grant was approved on April 6, 2018. Since then the Mayor and staff have been working with representatives of Community Builders to develop a scope of work and memorandum of understanding (MOU) for the project. The MOU sets the goals, objectives and planning process for

FISCAL NOTE:

Resolution 2018-11 appropriated \$25,000 from the Economic Development Fund as a match for the grant.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2018-33 approving a Memorandum of Understanding with Community Builders regarding the Highway 50 Corridor Plan.

SUGGESTED MOTIONS:

A Council person should make the motion to “Approve Resolution 2018-33 approving a Memorandum of Understanding with Community Builders regarding the Highway 50 Corridor Plan.”

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 33
(Series 2018)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH
COMMUNITY BUILDERS REGARDING THE TECHNICAL ASSISTANCE GRANT
TO PLAN FOR THE FUTURE OF THE HIGHWAY 50 CORRIDOR.**

WHEREAS, because of the opportunities within the Highway 50 corridor for the reuse of existing sites for housing and economic development activities, and the desire to keep this important corridor a viable retail generator for Salida, the Council requested staff to create a plan for the potential of the corridor; and

WHEREAS, the City Council approved Resolution 2018-11 on February 20, 2018 supporting a grant request of Community Builders, a nonprofit 501.C3 organization that helps communities make tangible progress on specific livability goals, to develop a plan for the future of the Highway 50 corridor; and

WHEREAS, Resolution 2018-11 also committed \$25,000 of Economic Development Funds as a match for the planning effort; and

WHEREAS, the City of Salida was approved for the technical assistance grant and a Memorandum of Understanding has been prepared to define the planning process and roles of Community Builders and the City of Salida.

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

Section 1. The City Council approves the Memorandum of Understanding with Community Builders, attached hereto as Exhibit A, to complete the technical assistance project addressing the Highway 50 corridor and authorize the Community Development Director to sign said MOU.

RESOLVED, APPROVED AND ADOPTED on this 19th day of June, 2018.

CITY OF SALIDA, COLORADO

Mayor P.T. Wood

City of Salida, Colorado
Resolution No. 33, Series of 2018
Page 2 of 2

(SEAL)

ATTEST:

City Clerk

SECTION 1. OVERVIEW

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Salida (herein referred to as “the City”), Colorado and Community Builders (herein referred to as “CB”) to complete a technical assistance project (herein referred to as “the Project”) addressing the Highway 50 corridor. The Project will be funded through the Community Builders assistance program, as well as through a financial contribution from the Town (refer to Section 7).

The City and CB agree to work together in a collaborative spirit and negotiate in good faith on all tasks and deliverables required for the Project, and any required tasks after completion of the Project. If at any time CB or the City is failing to fulfill the obligations outlined within this MOU, the right is reserved to modify or end the project. CB, as the administrator of the technical assistance, agrees to work with a consultant or consultants (to be selected in later part of phase two of the project) to provide the assistance and will develop a separate contract with them to pay for said assistance.

SECTION 2. GOALS AND OBJECTIVES

Completion of three primary goals will determine project success:

1. Work directly with citizens, project partners, local businesses, and stakeholders to create a community-led vision for the future of Hwy 50 corridor.
2. Organize community leaders through a Community Advisory Committee in order to increase civic capacity, create community ownership of the project, and change the process in which the community dialogues about growth in the future.
3. Develop a set of technical recommendations and an action plan for implementing the community’s vision that can be codified and incorporated into future plans, policies, and actions.

Principal Objectives:

- ***Public Engagement.*** Public engagement is a vital aspect of this project. Outreach methods should focus on creating authentic and meaningful opportunities for the public to participate. Engagement opportunities should be transparent, well-communicated, and diverse—allowing the Salida community a multitude of options through which to engage and provide input. Strategies like focus groups, questionnaires, visual preference surveys, neighborhood meetings, pop-up events, and online or text-message based engagement opportunities will all be considered in addition to more traditional public meetings, and will be utilized based on project need and organizing capacity of local partners. Clearly demonstrating how public input has shaped the outcomes of the project is also an important success factor.
- ***Community Leadership and Buy-In.*** Developing a group of local leaders that can organize, educate, and build momentum in the community is crucial for both creating and moving forward a community vision. In order for this project to be successful, it is important that the larger Salida community feels a degree of ownership and buy-in for the project. Developing a core group of local community leaders who can steer the process, guide the dialogue, and champion the project will be key for creating an implementable vision that balances community needs.

- *Striking a Balance.* The Salida community has expressed a need for affordable housing, economic development, safety, and job growth. They have also expressed the importance of preserving the community character that makes Salida authentically Salida. This project will focus on strategies and recommendations that satisfy both needs—strengthening the economy and increasing quality of life while preserving and enhancing Salida’s uniqueness and character.
- *Inclusivity.* This project will strive to create a vision and process that include a diverse and representative array of voices from the community. Engagement efforts will go well beyond the format of a typical public meetings, focusing on outreach efforts that bring a diverse mix of Salidans into the process and targeting groups that haven’t typically been included in past public processes. While Community Builders will assist with planning and organizing such efforts, the PMT and CAC will ultimately be responsible for the final execution of outreach and engagement efforts.
- *Balancing Long-Term Vision and Actionable Goals.* While the community visioning process typically focuses on developing a long-term vision for a community’s future, identifying quick wins and developing goals that are achievable within the short-term are important for catalyzing change and maintaining community momentum. The community process for this project should allow for long-term visioning, while gradually building a focus on near-term goals that are actionable.

SECTION 3. PROJECT PHASING AND KEY TASKS

Phase I: Project Development

Approximate Timeframe: May 2018 – July 2018

Phase I will consist of the following key tasks:

Task 1: Execute Partnership Agreements.

- Identify, engage and gain commitment from project partners to serve on the Project Management Team (PMT).
- Develop and finalize the Scope of Work (SOW).
- Develop and finalize this Memorandum of Understanding (MOU).

Task 2: Establish Salida Community Advisory Committee.

- Identify, engage and gain commitment from Salida community leaders to serve on the project’s Community Advisory Committee (CAC).
- Establish the roles and responsibilities of the PMT and CAC.

Task 3: Project Kick-Off.

- Conduct two or more conference calls between key members of the PMT, CAC, and CB to introduce the project, solidify approach to engagement, and begin project planning and timelining.
- Develop, organize, and execute Learning Workshop(s) for CAC and PMT to engage in facilitated learning around key concepts

Task 4: Develop a Community Outreach and Engagement Plan.

- Develop and finalize a Community Outreach and Engagement Plan (COEP) detailing how the project and partners will engage, communicate with, and organize within the community.
- Establish a project identity that creates a cohesive “brand” around the project and informs how to talk about the project to the public.
- Involve the CAC in developing and finalizing said COEP.

Phase II: Community Visioning

Approximate Timeframe: July 2018 – September 2018

Phase II will consist of the following key tasks:

Task 1: Begin Implementation of the COEP.

- Communications and outreach tasks identified for this timeframe will be executed by all partners.
- Engagement tasks identified for this timeframe will be executed by the PMT and CAC with assistance from CB.
- Begin engaging and building partnerships within the CAC and the community by understanding their values, vision and goals for Hwy 50 corridor.
- Understand stakeholder concerns for the project area.
- Generate community momentum, buy-in, and ownership of the project through inclusive, transparent, and robust outreach and engagement.

Task 2: Community Visioning Workshop(s).

- CB will assist in developing, organizing, and executing a Community Visioning Workshop that builds upon previous engagement work and generates a preliminary community vision for the corridor.
- Additional outreach, engagement, or workshops may be used in this period if needed in order to craft a cohesive community vision and generate buy-in.

Task 3: Synthesize Community Vision

- Synthesize input gained and work with CAC to craft a written community vision for the corridor, including a set of goals to guide phase three of the Project.
- If needed, conduct additional community outreach and engagement to vet the vision and goals with the community.

Phase III: Technical Planning and Report Development

Approximate Timeframe: September 2018 – October 2018

Phase III will consist of the following key tasks:

Task 1: Select and Hire Consultant(s).

- Work with PMT to select appropriate consultants to help address community vision and goals with technical recommendations.
- Develop and finalize independent contract between selected consultant and CB.

Task 2: Strategy Workshop with PMT, CAC, stakeholders.

- Develop and conduct a Strategy Workshop with PMT, CAC, and key stakeholders to develop ideas for specific strategies. Workshop may involve selected consultant depending upon need.

Task 3: Community Design Workshop

- Develop and conduct a Community Design Workshop where CB and consultants develop technical details and visual aids for strategies identified during the Strategy Workshop and vet strategies and details with the PMT, CAC, stakeholders, and the larger community.

Task 4: Report Development.

- CB to develop final report with assistance from the City, PMT, CAC, and consultants. Report to include final project recommendations detailing process, findings, and action plan for implementation. This may include; a summary of community engagement and resulting vision, conceptual corridor design and land use recommendations, recommendations for policy and regulatory revisions to support the vision for the corridor, and a tailored action plan detailing next steps. These recommendations will be drafted and compiled by Community Builders into a format that is concise, communicative, and accessible to the community.
- The City will, with assistance from CB and consultants, adapt language, concepts, and materials from the report and project to be codified where possible or adopted for use in a future comprehensive plan.

SECTION 4. ROLES AND RESPONSIBILITIES

Community Builders

The following shall be the roles and responsibilities of Community Builders:

- CB will serve as the project lead and manager for the overall project.
- CB will manage the overall execution of project tasks described in Section III of this Memorandum.
- CB will engage, approve budgets for, and establish independent contracts with consultants with the technical expertise necessary for achieving the desired project outcomes.
- CB will be responsible for invoicing the City for services and materials rendered, up to but not exceeding \$25,000.
- CB will be responsible for coordinating the nature and timing of consultant involvement with the project.
- CB will participate in project calls with project stakeholders as necessary.
- CB will assist with coordination of outreach and logistics of community engagement events and attend as many as the budget allows.
- CB will assist with preparation and format of the project report. CB will address one round of report edits in coordination with the City and other local partners.
- CB will make every effort to complete assigned tasks and deliverables within the agreed upon timelines. If tasks and deliverables cannot be completed per agreed upon timelines, CB will work with the City on a mutually agreeable extension deadline.
- The project manager from CB will be Bud Tymczynsyn. CB staff will provide additional expertise and support where needed.

City of Salida

The following shall be the roles and responsibilities of the City of Salida:

- The City will lead the identification of stakeholders and will be responsible for coordinating the nature and timing of their engagement in the project, with input from CB.
- The City will participate in project calls with project stakeholders as necessary.
- Staff from the City will be made available as necessary to provide CB with necessary support to advance the project tasks and deliverables.
- The City will be responsible for providing CB with information about related planning efforts and mapping data.
- The City will be responsible for co-coordinating the logistics of community engagement events including (1) reserving and setting up venues; and (2) providing materials for events as needed, which may include tables, chairs, audio/visual equipment, maps, flip charts, easels, pens, markers and light refreshments.
- The City will solicit volunteers for the workshops, events, and engagement opportunities.
- The City will expedite and assist with any permitting for events, meetings, or engagement opportunities..
- The City will be responsible for leading the preparation and distribution of marketing materials for community engagement events. CB will assist as necessary.
- The City will review and provide comments on the report.
- The City will provide CB with progress reports in memorandum format describing the implementation of any strategies or programs arising from the technical assistance.
- City staff should expect to commit 10 – 15 hours per week executing project tasks.
- The project manager from the City will be Glen VanNimwegen.

Selected Consultant

A separate MOU and contractual agreement will be developed between CB and the consultant upon consultant selection in phase three of the Project.

SECTION 4. DEDICATION OF RESOURCES

In addition to the financial resources Community Builders is dedicating to the project, the City of Salida will provide \$25,000 that can be used for materials needed for meetings and engagement activities, consultant or Community Builders staff costs, travel costs, facility rental costs or refreshments. CB and the City will conduct budget check-in phone conferences throughout phases two through four of the Project on an as-needed basis upon request by either party.

{signatures next page}

This MOU may be modified by mutual agreement of the parties. This agreement may be terminated only by mutual agreement of the parties, except in cases where either party is failing to fulfill the obligations outlined within this MOU.

Glen VanNimwegen, City of Salida

Date

Jillian Sutherland, Community Builders

Date

DRAFT

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 34
(Series of 2018)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
AND PERSONNEL DECISIONS INTERNATIONAL.**

WHEREAS, the City is undergoing an extensive search to recruit and hire a new City Administrator; and

WHEREAS, Harry Brull, a Salida resident, has offered his expertise on behalf of his company BCG Consulting group, LLP", a national executive recruiting firm, to assist the City in its search free of charge; and


WHEREAS, the Salida City Council wishes to acknowledge Mr. Brull's generous offer of support and to approve a Professional Services Agreement detailing the terms of the relationship between BCG Consulting Group and the City.

NOW THEREFORE, BE IT RESOLVED 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 City Council hereby approves the Professional Services Agreement between the City and BCG Consulting Group and authorizes the Acting City Administrator to execute the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this ___ day of _____ 2018.

CITY OF SALIDA, COLORADO

By 
Mayor

[SEAL]
ATTEST:

Deputy City Clerk

CITY OF SALIDA, COLORADO
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made this _____ day of _____, 2018 by and between THE CITY OF SALIDA, COLORADO, a Colorado municipal corporation (the "City"), and BCG Consulting Group. LLP INTERNATIONAL, a Minnesota partnership (hereinafter "Contractor").

WHEREAS, the City of Salida desires that Contractor assist the City with recruitment and selection of a new City Administrator as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in Exhibit A, attached hereto and incorporated herein by reference, and as specified herein ("Services"), and Contractor agrees to so serve. Specifically, Contractor agrees to assist the City in recruiting, identifying, and selecting a new City Administrator. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. Contractor agrees to perform the Services for the City free of labor charges. The City agrees that any expenditure made by Contractor in furtherance of the Services shall be subject to pre-approval by the Acting City Administrator. The City anticipates paying for any necessary expenses such as advertising, postage, test materials, etc.

3. Term. The Term of this Agreement shall be from the date first written above through the date a new City Administrator is selected and approved by the City Council.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the City.

5. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the

final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

8. Insurance Requirements. Contractor shall be responsible for its own independent general liability insurance, automobile insurance, worker's compensation, and any other insurance necessary to perform the duties contemplated by this Agreement and shall indemnify and hold harmless the City from any acts attributable to Contractor's negligence for which the City may be held liable not covered by the City's insurance.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

(i) The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the City, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. **For Cause.** If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor shall not perform any additional Services following receipt of the notice of termination.

13. **Responsibilities.** The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

14. **Entire Agreement.** This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

15. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Chaffee, State of Colorado.

16. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10- J OJ et seq.

17. **Assignability.** Contractor shall not assign this Agreement without the City's prior written consent.

18. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

19. **Survival Clause.** The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

20. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

22. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

to the City:

City of Salida
448 E. 1st Street, Suite
112 P.O. Box 417
Salida, CO 81201

to Contractor:

BCG Consulting group
c/o Harry Brull
8157 Buck Run
Salida, CO 8120 I

23. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

24. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

ATTEST: _____

BCG Consulting group, LLP

Harold P. Brull, Senior Vice President

MFC

Date: 13 June 2018

To: Mayor P.T. Woods
City of Salida,
Colorado

FROM: Harry Brull,
Senior Partner, BCG Consulting Group

SUBJECT: City Administrator Recruitment and Selection

Thank you for your interest in BCG Consulting Group's services to help Salida recruit and select its next City Administrator. The attached proposal outlines a suggested process and timeline. I have also included cost figures; however, as a member of the Salida community, I offer to waive all labor costs.

Please note that we have submitted a "Soup to Nuts" proposal. We are open to any activity for which the City wishes to assume responsibility. We fully support, once we mutually agree on a process, to a full partnership where responsibility is shared.

Ours approach is based upon the premise that the challenge for this level is selection rather than search. City administrator candidates are easily located. The primary value of using external professionals is ensuring the municipality incurs "no surprises." Since 1978, when I conducted the process that resulted in Tony Bouza becoming Minneapolis' first outside chief, we have assessed the capabilities of over a thousand candidates for key municipal positions.

Recently, we assisted the city of Tempe, Arizona in their recruitment and selection processes for all municipal division heads.. Please see list of references for these and other similar projects.

Using BCG Consulting group to assist the City for this process brings the following features and benefits:

- Ability to gain an in-depth understanding of the job's leadership requirements
- Ability to accurately assess the capabilities of candidates
- Experience with a wide range of municipalities and positions.
- Flexibility - working cooperatively with the city to allocate responsibility
- Ability to actively involve city staff - assisting the new Administrator in effectively leading the staff.
- Capability of comparing internal and external candidate qualifications

I look forward to helping the City of Salida. If you have any questions, please feel free to contact me at 612.414.8998 or Harry@bcgconsultinggroup.com.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 35
(Series of 2018)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
TERMINATING LARRY LORENTZEN AS CITY ADMINISTRATOR FOR THE CITY OF
SALIDA**

WHEREAS, the City Council is no longer satisfied with the City Administrator’s performance of his job responsibilities, and

WHEREAS, the Mayor and the City administrator have attempted to reach mutually agreeable terms for a separation agreement, but have been unable to reach such an agreement,

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

Section 1. The City Council hereby terminates the employment of Larry Lorentzen as City Administrator.

RESOLVED, APPROVED AND ADOPTED this ____ of _____, 2018.

CITY OF SALIDA, COLORADO

By: _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

By: _____
City Clerk/Deputy City Clerk