CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kathryn Dunleavy - Planner	September 20, 2022

ITEM

Resolution No. 2022-44 Approving the Amended Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision.

BACKGROUND

The West End Major Subdivision was approved by the City Council with the adoption of Resolution 2021-32 on September 21, 2021. With the approval of Ordinance 2022-14 approving the rezone of Lot 15 to R-3, the applicant has agreed to build at least six (6) deed restricted dwelling units within the development. This exceeds the requirement for Inclusionary Housing for the now proposed 44-unit development. No additional fee-in-lieu is necessary.

Vicinity Map

SUBDIVISION IMPROVEMENTS AGREEMENT AND INCLUSIONARY HOUSING AGREEMENT:

Section 16-2-60 of the Salida Municipal Code requires a subdivision improvements agreement for subdivisions. This agreement was approved by City Council with the adoption of Resolution 2021 – 40 on November 2nd, 2021. The only provision of that approved agreement that is proposed to be

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amended is regarding the Inclusionary Housing requirement. In compliance with the condition of approval to rezone Lot 15 from R-2 to R-3, the proposed amendment increases the required number of deed restricted dwelling units from 5 to 6, and allows the 6th unit, if for sale, to be provided at a maximum AMI level of 140%. No change is proposed to the originally required 5 deed-restricted units which will remain affordable at a maximum AMI level of 80%. The attached Amended SIA & IHA incorporates those changes as follows:

7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct (or have constructed) and deed restrict six (6) dwelling units, five (5) ~~dwelling units of~~ which will be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority, and one (1) of which, if for sale, will be affordable to households earning 140% or less of the Area Median Income. Development of the affordable housing units shall be according to the additional standards specified below:

7.1.3 Developer agrees to record a deed restriction on the ~~five~~ six affordable units that meets the requirements of Sections 16-13-20 of the City Code, as it relates to income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.

7.1.8. Per Sec. 16-13-20(a)(3) of the Salida Land Use Code, if the calculation for inclusionary housing units results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per Section 16-13-40. ~~(in this case, for 3 of the 43 proposed units).~~

STAFF RECOMMENDATION

Staff recommends approval of the Amended Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision.

SUGGESTED MOTION

A council person should make the motion "I move to approve Resolution 2022-44 to approve the Amended subdivision improvements and inclusionary housing agreement for the West End Major Subdivision."

Attachments:

- Resolution 2022-44
- Amended Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision

CITY OF SALIDA, COLORADO
RESOLUTION NO. 44
(Series 2022)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO AMENDING THE APPROVED SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT FOR THE WEST END MAJOR SUBDIVISION

WHEREAS, the property owner, SGP, LLC (Represented by Tory Upchurch, "Developer") is the owner of the West End Major Subdivision; and

WHEREAS, on September 21, 2021 the City Council approved Resolution No. 2021-32 for the West End Major Subdivision which consists of twenty-four (24) lots and up to 43 units on the 5.32 acres ("Property"); and

WHEREAS, on August 16, 2022 the City Council approved Resolution No. 2022-14 rezoning Lot 15 of the West End Major Subdivision from Medium-Density Residential (R-2) to High-Density Residential (R-3) allowing up to 45 units on the 5.32 acre Property.

WHEREAS, pursuant to Sections 16-2-60 of the Salida Municipal Code ("Land Use Code") and the conditions set forth in Resolution 2021-32, the City and the Developer wish to enter into a Subdivision Improvements Agreement to set forth their understanding concerning the terms and conditions for the construction of the development's public improvements and other improvements; and

WHEREAS, pursuant to Section 16-13-20(g) of the Land Use Code, certain residential developments must also enter into an Inclusionary Housing Agreement with the City Council; and

WHEREAS, the City Council therefore now wishes to approve and execute a Subdivision Improvements and Inclusionary Housing Agreement with the Developer for the West End Major Subdivision; and

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

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

The Subdivision Improvements and Inclusionary Housing Agreement for the West End Major Subdivision, attached hereto and incorporated herein as "Exhibit A" is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 20th day of September2022.

CITY OF SALIDA, COLORADO

_____
Dan Shore

(SEAL)
ATTEST:

_____
City Clerk/Deputy City Clerk

Exhibit A

Subdivision Improvements and Inclusionary Housing Agreement

AMENDED SUBDIVISION IMPROVEMENTS AND INCLUSIONARY HOUSING AGREEMENT
(West End Major Subdivision)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and SGP, LLC, a Colorado limited liability company, ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

1.1 The Developer contends that it is the fee title owner of certain lands known as the West End Major Subdivision (the "Project"), and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.

1.2 The Developer (represented by Tory Upchurch) received approval for a 24-lot major subdivision for the residential project on a 5.32 acre site zoned R-2 on September 21st, 2021 when the City Council adopted Resolution 2021-32 on second reading.

1.3 The Developer received approval on August 16, 2022 rezoning Lot 15 to R-3 when the City Council adopted Ordinance 2022-14 on second reading.

1.4 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into a subdivision improvements agreement with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must also enter into an inclusionary housing development agreement with the City Council, which may be part of a development improvements or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units; and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.

1.5 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").

1.6 The final subdivision plat was recorded on _____, 2021 at reception number _____ of the Chaffee County Recorder's Office.

1.7 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.

1.8 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.

1.9 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

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

Section 2 – Definitions

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

2.1 "Agreement" means this Subdivision Improvements and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.

2.2 "Affordable Housing" means units that are deed restricted to be rented or sold to households earning no more than 80% of the Area Median Income for Chaffee County as specified within Section 16-13-20 of the Salida Land Use Code.

2.3 "Building Permit" means any building permit issued under the Permit Application, if approved.

2.4 "City" means the City of Salida, a Colorado statutory City.

2.5 "City Administrator" means the City Administrator of the City of Salida, and the City Administrator's designee.

2.6 "City Code" means the City of Salida Municipal Code.

2.7 "City Council" means the City Council of the City of Salida, Colorado.

2.8 "Dark Sky-Compliant" means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.

2.9 "Developer" means SGP, LLC, the owner of the Property, and shall include any successor(s)-in-interest, assigns and/or any subsequent owners of the Property who shall be obligated under the covenants and terms of this Agreement.

2.10 "Development" means all work on the Property required to transform the Property into the West End Major Subdivision approved by the City by means of Resolution 2021-32. The term "Development" includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements,

including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb "Develop" may be used in place of the noun "Development."

2.11 "Drainage Plan" means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.

2.12 "Easement Lands" means all real property to be dedicated to the City hereunder in the form of easements.

2.13 "Effective Date" means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.

2.14 "Force Majeure" means acts of God, fire, abnormal or adverse weather conditions not reasonably anticipated, explosion, riot, war, labor disputes, terrorism, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction or any other cause beyond the applicable Party's reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.

2.15 "Land Use Code" means the City's Land Use and Development Code, Title 16 of the City Code.

2.16 "Native Vegetation" means "native plant" as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).

2.17 "Noxious Weed" takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).

2.18 "Other Required Improvements Warranty Period" means a period of two years from the date that the City Engineer or the City Engineer's designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.

2.19 "Performance Guarantee" means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer's construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.

2.20 "Permit Application" means the Developer's full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.

2.21 "Property" means the land that is known as the "West End Major Subdivision" and described in attached **Exhibit A**.

2.22 "Public Improvements" means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements. The Required Improvements that are also Public Improvements are identified on attached **Exhibit B**.

2.23 "Public Improvements Warranty Period" means a period of one year from the date that the City Engineer or City Engineer's designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.

2.24 "Reimbursable Costs and Fees" means all fees and costs incurred by the City in connection with the City's processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement.

2.25 "Required Improvements" means the public and other improvements that the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.

2.26 "Subdivision Plat" means West End major subdivision of the Property approved by Resolution No. 2021-32.

2.27 "Water Facilities" means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

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

Section 3 – Purpose of Agreement and Binding Effect

3.1 West End Major Subdivision. The West End Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Resolution 2021-32. The Developer intends to develop the project including 43 residential units for rental or sale; of which a minimum of 5 must be rented or sold as affordable housing.

3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the

Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.

3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

Section 4 – Development of Property

4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Resolution No. 2021-32; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

4.2 The approval of the major subdivision by the City Council on September 21st, 2021 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

5.1 Other Applicable Laws and Regulations. All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

5.2 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.

5.3 Required Improvements. Attached **Exhibit B**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as of

the Effective Date of this Agreement, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.9 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period. To the extent that the City becomes aware of new information about the Property not previously disclosed by the Developer, and notwithstanding anything to the contrary herein, the City reserves the right to require new obligations with respect to the Required Improvements for the Property.

5.4 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.

5.5 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.

5.6 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

5.7 Performance Guarantee. Before commencement of construction under the Development Plan or Subdivision Plat, as approved, and the Building Permit, if issued, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of the Required Improvements, as shown on **Exhibit B**. The total estimated cost of the Required Improvements, including both labor and materials, is **$1,013,733.00**; therefore, the Performance Guarantee must be in an amount equal to **$1,267,166.25**.

5.7.1 The Performance Guarantee must provide for payment to the City upon written demand, within thirty days, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.

5.7.2 The Developer shall extend or replace the Performance Guarantee at least thirty days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.7.

5.7.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.

5.7.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit B**.

5.7.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.9 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a full release of the Performance Guarantee.

5.7.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.7 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.

5.8 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:

5.8.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.

5.8.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the West End subdivision plat recorded at Reception No._____.

5.8.3 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

5.9 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material, without cost to City and in accordance with City's written instructions, initiate remedial action promptly after receipt of a written notice from City. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work shall be extended to one year after the date of the performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty beyond the initial year period. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

5.10 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.

5.11 Inspection Distinguished from Final Acceptance. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's Final Acceptance of the Required Improvements as required hereunder. Such written approval of the Final Acceptance of the Required Improvements will be given by the City only in accordance with paragraph 5.10 above.

5.12 Revegetation. Any area disturbed by construction must be promptly revegetated, within a reasonable time, with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.

5.13 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.

5.14 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code and Condition #1 of Resolution 2021-32, the Developer shall pay the fee per residential unit, applicable at time of building permit submittal, in lieu of dedication of land for Fair Contributions for Public School Sites. Consistent with Section 16-6-120 of the Land Use Code and Condition #1 of Resolution 2021-32, the Developer shall pay the fee per residential unit, applicable at the time of building permit submittal, in lieu of dedication of land for parks, trails, and open space.

5.15 Landscape and Pedestrian Improvements. As shown on **Exhibit B**, certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.

5.15.1 The applicant shall provide screening and obstruction (in the form of fencing, landscaping, etc.) so as to deter parking along CR 141 in order to access the adjacent lots.

5.15.2 The applicant shall build and maintain a minimum 5-foot wide pedestrian path across the 10-foot wide pedestrian access between West End Road and CR 141.

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

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

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

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

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

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

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

5.20 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

5.21.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

5.21.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.

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

5.21.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.21.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and

between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

5.22 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

5.23 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 – Construction Schedule

6.1 Construction Schedule. Attached **Exhibit C**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.

6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements on **Exhibit B**.

6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Inclusionary Housing

7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. Developer hereby agrees to construct (or have constructed) and deed restrict six (6) dwelling units, five (5) of which will be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority, and one (1) of which, if for sale, will be affordable to households earning 140% or less of the Area Median Income. Development of the affordable housing units shall be according to the additional standards specified below:

7.1.1. The first built inclusionary housing units shall receive certificate of occupancy ("CO") prior to the eighth (8th) unit on the Property receiving CO or, if provided via multi-family housing, the first of such required inclusionary housing units shall receive CO prior to the twelfth (12th) unit on the Property receiving CO, and the last of such required units shall receive CO prior to the 24th unit on the Property receiving CO.

7.1.2. The affordable units shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.

7.1.3 Developer agrees to record a deed restriction on the six affordable units that meets the requirements of Sections 16-13-20 of the City Code, as it relates to income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.

7.1.4. The Chaffee Housing Authority (CHA) shall approve the system to be employed to determine eligibility and priority of buyers/tenants. In the case that the CHA is unable to review and approve such a system, such responsibility shall fall to the City or the City's designee. Developer shall make annual reports to the CHA or City regarding any changes to the pricing of the affordable units that occurs with changes to the Colorado Housing and Finance Authority County Income and Rent Tables for Chaffee County.

7.1.5. Occupants of any deed-restricted affordable units within the homeowners' association shall not be responsible for any assessments nor dues beyond those fairly-priced specifically for utilities, trash services, and the like. Should the Developer or HOA desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.

7.1.6. For any affordable inclusionary housing unit(s) required to be built within the development, the developer shall be required to deposit the applicable Inclusionary Housing fee-in-lieu for each required unit at the time of issuance of a building permit. Once the required affordable unit(s) has received certificate of occupancy, such fees-in-lieu deposit shall be returned to the developer.

7.1.7. Developer shall give preference to current Chaffee County residents or workforce for a minimum of six (6) non-inclusionary housing units within any development on the Property, to the extent permitted by law. Such marketing and vetting shall be the developer's responsibility, with guidance provided by City staff and the Chaffee Housing Authority.

7.1.8. Per Sec. 16-13-20(a)(3) of the Salida Land Use Code, if the calculation for inclusionary housing units results in a fraction of a dwelling unit, the fraction of the unit shall be provided as a complete affordable unit or a fee-in-lieu shall be provided per Section 16-13-40.

Section 8 – Default by Developer and City's Remedies

8.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.

8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.

8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.

8.1.4 A demand that the Performance Guarantee be paid or honored.

8.1.5 Any other remedy available in equity or at law.

8.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.

8.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.

8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.

8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

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

Section 9 – Indemnification and Release

9.1 Release of Liability. The Developer acknowledges that it has not relied upon any representations or warranties by the City, or of any of its officers or agents or their designees except as expressly set forth herein and in accordance with the City Code, City Ordinances, and the laws of the State of Colorado, and therefore , the Developer expressly waives and releases any claims related to or arising from any such representations by the City or its officers or agents or their designees, as provided for in this Section 9.1.

9.2 Indemnification.

9.2.1 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the Planned Development or the Subdivision Plats or the City's issuance of the Building Permit if the Permit Application is approved; (b) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued; (c) the City's required disposal of hazardous substances, pollutants, or contaminants; required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.

9.2.2 The Developer shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the Planned Development or Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the Subdivision Plat, or issuance of the Building Permit if the Permit Application is approved. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position.

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

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

Section 10 – Representations and Warranties

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

10.1.1. 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.

10.1.2 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.

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

10.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

10.1.5 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.

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

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

10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.

10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.

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

Section 11– General Provisions

11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution or procedure of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, execution, and form of the ordinances or resolutions of City Council adopting this Agreement.

11.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.

11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.

11.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

11.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so

given may change the address to which future notices are to be sent.

Notice to the City:	City of Salida Attn: City Administrator and City Attorney 448 East First Street, Suite 112 Salida, CO 81201
With a copy to:	Nina P. Williams, City Attorney 15306 W. 93rd Avenue Arvada, CO 80007
Notice to the Developer:	SGP, LLC 4934 W. Hwy 290 Sunset Valley, TX 78735
With a copy to:	The Kelly Legal Group, PLLC Attn: Jeffrey S. Kelly P.O. Box 2125 Austin, TX 78768

11.7 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.

11.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense

11.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).

11.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 21-10-120.

11.11 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.

11.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that

purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.

11.13 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.

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

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

CITY OF SALIDA, COLORADO

By _____
Mayor

ATTEST:

_____
City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022 by _____, as Mayor, and by _____, as Clerk, on behalf of the City of Salida, Colorado.

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

_____
Notary Public

DEVELOPER:

_____
Tory Upchurch, Member
SGP, LLC

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022 by Tory Upchurch, as Member, SGP, LLC, a Colorado Limited Liability Company.

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

_____
Notary Public

Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140 AND THE EAST RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD 141 AND THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 379 AT PAGE 269 IN THE RECORDS OF THE CHAFFEE COUNTY CLERK & RECORDER, MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776, FROM WHENCE THE REFERENCE MONUMENT MARKING THE SOUTH 1/4 OF SAID SECTION 31 BEARS SOUTH 88°35'32" EAST, A DISTANCE OF 1261.06 FEET; THENCE SOUTH 88°40'42" EAST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 185.23 FEET TO THE POINT OF BEGINNING, BEING MARKED BY A 1" ALUMINUM CAP STAMPED LS 1776; THENCE NORTH 00°50'05" EAST, A DISTANCE OF 220.73 FEET TO AN AGREED UPON BOUNDARY LINE AS RECORDED AT RECEPTION NO.471356; THENCE NORTH 88°32'00" WEST, ALONG SAID AGREED UPON BOUNDARY LINE, A DISTANCE OF 184.68 FEET; THENCE NORTH 00°58'40" EAST, A DISTANCE OF 124.84 FEET; THENCE SOUTH 88°31'21" EAST, A DISTANCE OF 801.81 FEET; THENCE SOUTH 01°29'04" WEST, A DISTANCE OF 333.01 FEET TO THE SAID NORTH RIGHT-OF-WAY OF CHAFFEE COUNTY ROAD NO. 140; THENCE NORTH 89°41'28" WEST, A DISTANCE OF 613.65 FEET TO THE POINT OF BEGINNING. CONTAINING 5.32 ACRES

Exhibit B

Upchurch Subdivision

Engineer's Opinion of Probable Cost

Prepared by: Crabtree Group, Inc.
Owner: Tory Upchurch **9/16/2021**

Base Bid

DEMOLITION

Item	Quantity	Unit	Description	Unit Price	Total Price
1	50	SY	REMOVE AND DISPOSE OF ASPHALT	$ 8.00	$ 400.00
2	700	LF	SAWCUT EXISTING ASPHALT	$ 5.00	$ 3,500.00
3	25700	SY	CLEAR AND GRUB, REMOVE AND DISPOSE OF ORGANICS, AND STOCKPILE TOPSOIL (ASSUMED 3" REMOVAL)	$ 2.00	$ 51,400.00
4	5	EA	REMOVE AND DISPOSE OF UTILITY POLE (PUBLIC UTILITY COMPANY COORDINATION BY OWNER)	$ 600.00	$ 3,000.00
5	1	LS	ON-SITE EARTHWORK PER PLAN	$ 20,000.00	$ 20,000.00
6	3720	CY	IMPORT FILL MATERIAL (MEASURED COMPACTED IN PLACE)	$ 8.00	$ 29,760.00
7	169	SY	VARIABLE DEPTH MILLING 0 TO 2"	$ 12.00	$ 2,028.00
				SUBTOTAL	$ 110,088.00

STREETS

Item	Quantity	Unit	Description	Unit Price	Total Price
20	2165	LF	FURNISH AND INSTALL 30" CURB AND GUTTER 6" CURB HEIGHT	$ 40.00	$ 86,600.00
21	4333	SY	FURNISH AND INSTALL 6" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)	$ 17.00	$ 73,661.00
22	3381	SY	FURNISH AND INSTALL 3" THICK ASPHALT	$ 23.00	$ 77,763.00
23	3177	SY	FURNISH AND INSTALL 2" ASPHALT OVERLAY	$ 18.00	$ 57,186.00
24	391	SY	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAY	$ 85.00	$ 33,235.00
25	1	EA	FURNISH AND INSTALL CURB TAPER	$ 700.00	$ 700.00
26	84	LF	FURNISH AND INSTALL 4' CROSSPAN	$ 60.00	$ 5,040.00
27	1	EA	FURNISH AND INSTALL CONCRETE SPANDREL	$ 1,500.00	$ 1,500.00
29	3	EA	FURNISH AND INSTALL 2 WAY ADA RAMP	$ 5,000.00	$ 15,000.00
30	1210	SY	FURNISH AND INSTALL 4" THICK CDOT CLASS 6 AGGREGATE BASE (OVERBUILD NOT PAID)	$ 14.00	$ 16,940.00
31	1210	SY	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK	$ 58.00	$ 70,180.00
32	2	EA	FURNISH AND INSTALL WHITE CROSSWALK STRIPING	$ 500.00	$ 1,000.00
33	2	EA	FURNISH AND INSTALL R1-1 STOP SIGN WITH STREET NAME SIGNS	$ 800.00	$ 1,600.00
34	240	LF	GRADE DIRT SWALE	$ 5.00	$ 1,200.00
35	176	LF	FURNISH AND INSTALL 12" TRAFFIC RATED STORM DRAIN PIPE	$ 100.00	$ 17,600.00
36	1	EA	FURNISH AND INSTALL 18" NYLOPLAST DRAIN BASIN WITH STANDARD CURB INLET, H20 RATED	$ 5,000.00	$ 5,000.00
37	320	VSF	FURNISH AND INSTALL BOULDER RETAINING WALL	$ 45.00	$ 14,400.00
38	120	SY	FURNISH AND INSTALL FILTER 4.5' DEPTH COBBLE, COVER WITH MIRAFI 140N FILTER FABRIC	$ 35.00	$ 4,200.00
39	4	EA	FURNISH AND INSTALL 1 WAY ADA RAMP	$ 3,000.00	$ 12,000.00
39A	600	LF	FURNISH AND INSTALL 6" SLEEVE UNDER RIGHT OF WAY FOR FUTURE UTILITY INSTALLATION, 24" COVER, CLASS 6 BEDDING. MARK ENDS WITH PLASTIC PIPE STUBBED ABOVE GROUND (LOCATIONS PER XCEL/ATMOS PLANS)	$ 30.00	$ 18,000.00
				SUBTOTAL	$ 512,805.00

SEWER

Item	Quantity	Unit	Description	Unit Price	Total Price
40	2	EA	CONNECT TO EXISTING 8" PVC SEWER STUB	$ 1,500.00	$ 3,000.00
41	6	EA	FURNISH AND INSTALL SEWER MANHOLE WITH CONCRETE COLLAR	$ 6,000.00	$ 36,000.00
42	1088	LF	FURNISH AND INSTALL 8" SEWER MAIN	$ 80.00	$ 87,040.00
43	22	EA	FURNISH AND INSTALL 4" SEWER SERVICE TO LOT	$ 2,000.00	$ 44,000.00
44	2	EA	FURNISH AND INSTALL 6" SEWER SERVICE TO LOT	$ 2,400.00	$ 4,800.00
				SUBTOTAL	$ 174,840.00

WATER

Item	Quantity	Unit	Description	Unit Price	Total Price
50	2	EA	LOCATE POTHOLE, AND CONNECT TO EXISTING WATER MAIN WITH TAPPING SLEEVE AND VALVE	$ 3,000.00	$ 6,000.00
51	960	LF	FURNISH AND INSTALL 8" WATER MAIN	$ 75.00	$ 72,000.00
52	4	EA	FURNISH AND INSTALL 8" BEND IN WATER MAIN	$ 1,000.00	$ 4,000.00
53	4	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	$ 7,000.00	$ 28,000.00
54	4	EA	FURNISH AND INSTALL 8" GATE VALVE	$ 1,500.00	$ 6,000.00
55	16	EA	FURNISH AND INSTALL SINGLE FAMILY WATER SERVICE ASSEMBLY	$ 2,000.00	$ 32,000.00
56	9	EA	FURNISH AND INSTALL DUPLEX WATER SERVICE ASSEMBLY	$ 4,000.00	$ 36,000.00
57	2	EA	FURNISH AND INSTALL TRIPLEX WATER SERVICE ASSEMBLY	$ 5,000.00	$ 10,000.00
				SUBTOTAL	$ 194,000.00

MISCELLANEOUS

Item	Quantity	Unit	Description	Unit Price	Total Price
60	1	LS	CONSTRUCTION SURVEY	$ 6,000.00	$ 6,000.00
61	1	LS	BONDING (PERFORMANCE AND PAYMENT, MAY END AT FINAL COMPLETION)	$ 8,000.00	$ 8,000.00
62	1	LS	STORMWATER BMP'S, MAINTENANCE, PERMITTING	$ 5,000.00	$ 5,000.00
64	1	LS	TRAFFIC CONTROL	$ 3,000.00	$ 3,000.00
				SUBTOTAL	$ 22,000.00

Base Bid Total $ 1,013,733.00

Bid Alternate A

Item	Quantity	Unit	Description	Unit Price	Total Price
70	1	LS	PERFORMANCE AND WARRANTY BOND REMAIN IN EFFECT UNTIL 1 YEAR AFTER SUBSTANTIAL COMPLETION	$ 1,000.00	$ 1,000.00

Bid Alternate A Total $ 1,000.00

Limitations of Liability:

1. The Crabtree Group, Inc. (CGI) is providing this Engineer's Opinion of Probable Cost (EOPC) at the request of the "Client" with the understanding that CGI is not responsible for project, financing or construction costs as related to this EOPC.
2. The unit costs contained in this EOPC are based on recent labor and material costs that may change and vary widely due to economic, site and other conditions.
3. The "Client" should obtain more accurate project costs by project specific bids for all project, financing and construction decisions.

Exhibit C

Upchurch Construction Schedule
Prepared 8/26/21

		Week Starting:	11/3/2021	11/9/2021	11/15/2021	11/21/2021	11/27/2021	12/3/2021	12/9/2021	12/15/2021	12/21/2021	12/27/2021	1/2/2022	1/8/2022	1/14/2022	1/20/2022	1/26/2022	2/1/2022	2/7/2022	2/13/2022	2/19/2022	2/25/2022	3/3/2022	3/9/2022	3/15/2022	3/21/2022	3/27/2022	4/2/2022	4/8/2022	4/14/2022	4/20/2022	4/26/2022	5/2/2022	5/8/2022	5/14/2022	5/20/2022	5/26/2022	6/1/2022	6/7/2022	6/13/2022	6/19/2022	6/25/2022	7/1/2022	7/7/2022	7/13/2022	7/19/2022	7/25/2022	7/31/2022	8/6/2022	8/12/2022	8/18/2022	8/24/2022	8/30/2022
	Start	End	Nov-21					Dec-21					Jan-22					Feb-22					Mar-22					Apr-22					May-22					Jun-22					Jul-22						Aug-22				
Site grading/detention	11/1/2021	12/15/2021	X	X	X	X	X	X	X	X																																										
Sewer main	12/15/2021	2/1/2022								X	X	X	X	X	X	X	X	X																																				
Sewer services	2/1/2022	2/20/2022																X	X	X	X																																
Water main hot taps	2/20/2022	3/10/2022																				X	X	X																														
Water main construction	3/10/2022	4/10/2022																						X	X	X	X	X																										
Water service construction	4/10/2022	5/1/2022																											X	X	X																							
Curb and gutter prep	5/1/2022	6/1/2022																														X	X	X	X	X	X																
Curb and gutter	6/1/2022	6/22/2022																																				X	X	X	X														
Paving prep	6/22/2022	8/1/2022																																							X	X	X	X	X	X	X							
Paving	8/1/2022	8/10/2022																																													X					
Striping	8/10/2022	9/1/2022																																														X	X	X	X

Open Records Policy – Exhibit D
Fee Schedule

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

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

The first hour of research and retrieval service is free.

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

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.