



CITY COUNCIL ACTION FORM

| DEPARTMENT | PRESENTED BY | DATE |
|------------|-----------------------------------|--------------|
| Planning | Kristi Jefferson - Senior Planner | June 6, 2023 |

ITEM

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

BACKGROUND

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

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

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

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

FISCAL NOTE

There are no budget implications with the approval.



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STAFF RECOMMENDATION

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

SUGGESTED MOTION

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



May 9, 2023

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

To: Tom Pokorny, Southside LLC, Developer

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

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

Thanks,

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

cc: Bill Almquist
Director of Community Development

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

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



David Lady
Director of Public Works

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

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

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

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



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

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

March 15, 2023

Re: Purchase Order for Solar Street Lights

Lexie,

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

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

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

Contact Information: Tom Pokorny
tpokorny@naturalhabitats.biz
916 960-9397

Thank you for your help,

Tom Pokorny
Managing Member, Southside, LLC

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

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

BOND NO. B 1260405

SUBCONTRACT PERFORMANCE BOND

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

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

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

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

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

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

P.O. Box 745 Salida, CO 81201

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

Dollars

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

WHEREAS, Principal has by written agreement dated

February 22nd 2022

entered into a subcontract with Obligor for

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

(Here insert full name and title)

which subcontract is by reference made a part

hereof, and is hereinafter referred to as the subcontract.

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

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

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


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

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


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

Y & K Excavation, Inc.

In the Presence of: _____


Principal (Seal)

Selective Insurance Company of America (Seal)

by 
Attorney-in-Fact

Troy Staples

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

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

BOND NO. B 1260405

SUBCONTRACT LABOR AND MATERIAL PAYMENT BOND

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

P.O. Box 507 Salida, CO 81201

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

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

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

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

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

P.O. Box 745 Salida, CO 81201

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

Dollars

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

WHEREAS, Principal has by written agreement dated

February 22nd 2022

entered into a subcontract with Obligor for

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

in accordance with drawings and specifications prepared by

(Here insert full name and title)

which subcontract is by reference made a part

hereof, and is hereinafter referred to as the subcontract.

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

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

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

Y & K Excavation, Inc.

In the presence of _____



Principal

(Seal)

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

Selective Insurance Company of America

Surety

(Seal)

by _____

Attorney-in-Fact

Troy Staples



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

DUAL OBLIGEE RIDER

WHEREAS on the 5th day of April, 2022

Y & K Excavation, Inc., P.O. Box 507, Salida, CO 81201

hereinafter called the Principal, entered into a written agreement with

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

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

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

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


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

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

Y & K Excavation, Inc.

BY:  (Seal)
(Principal)

Selective Insurance Company of America

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

BY:  (Seal)
City of Salida (Oblige) - Dual

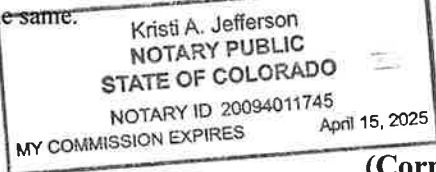
BY:  (Seal)
(Dual Oblige)

SOUTHSIDE, LLC

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF Colorado
COUNTY OF Chaffee } ss:
On this 14th day of April, 2022, before me personally
appeared the above named Donald R. Kaess

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



Kristi A. Jefferson
Notary Public Chaffee County

(Corporation)

STATE OF _____
COUNTY OF _____ } ss:
On this _____ day of _____, _____, before me personally
appeared _____

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

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

Notary Public _____ County

ACKNOWLEDGMENT OF SURETY

STATE OF Minnesota
COUNTY OF Dakota } ss:

On this 5th day of April, 2022, before me personally
appeared Troy Staples to me known, who, being by me

duly sworn, did depose and say that he/she resides in Eagan, Minnesota

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

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

Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Troy Staples
and was subscribed thereto by like order of the Board of Directors in the presence of deponent.



[Signature]
Notary Public Washington County, MN



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890 BondNo.B 1260405
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Troy Staples**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Three Million Dollars (\$3,000,000.00)**

Signed this 5th day of April, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

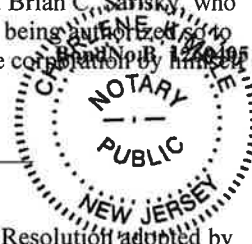
:ss. Branchville

COUNTY OF SUSSEX :

On this 5th day of April, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 5th day of April, 2022

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

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

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

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

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

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

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

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

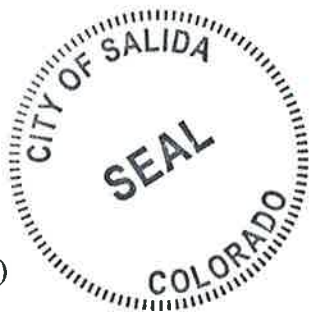
WHEREAS, staff shall be permitted to correct immaterial errors, typos and inconsistencies in the Agreement as approved by the Mayor.

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

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

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

CITY OF SALIDA, COLORADO




(SEAL)

ATTEST:



City Clerk/Deputy City Clerk



Mayor PT Wood

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

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

Section 1 - Recitals

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

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

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

Section 2 – Definitions

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

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

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

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

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

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

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the Required Improvements for the Property and the provision of inclusionary housing. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer’s successor(s). The Developer’s obligations under this Agreement constitute a covenant running with the Property.
- 3.3. Reservation. To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations with respect to the Required Improvements for the Property.

Section 4 – Development of Property

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

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

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

Section 5 – Terms and Conditions for Development of Property

- 5.1 **Other Applicable Laws and Regulations.** All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code; the Little River Properties LLC Annexation Agreement; Resolution No. 2018-55 and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 **Term of Vested Property Rights.** Pursuant to Section 16-2-20(f)(2) of the Code the city is authorized to extend the term for vested property rights beyond three (3) years from the date of approval of the site specific development plan if warranted for reasons such as the size and phasing of the development. The term of the vested property rights for the Two Rivers Southside Subdivision shall be three (3) years from the approval of this agreement.
- 5.3 **Submittals to and Approvals by City Administrator.** Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.
- 5.4 **Required Improvements.** Attached **Exhibit A**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. The Required Improvements must be designed, built, and installed in conformity with the City's Public Works Manual and the City's Standard Specifications for Construction ("**Standard Specifications**"), and must be designed and approved by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or the City Engineer's designee must review and approve the drawings and plans for such improvements, which drawings and plans must be stamped by the engineer retained by the Developer. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the

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

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

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

- 5.8.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.6 above, and upon approval of the City Council, the City may authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements.
- 5.8.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.6 above, City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit A**.
- 5.8.5 Upon the expiration of both the Public Improvements Warranty Period and the Other Required Improvements Warranty Period described in paragraph 5.9 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.10 below, City Council shall authorize a full release of the Performance Guarantee.
- 5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph 5.8 will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats.
- 5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.10 below, the Developer shall, at no cost to the City, do the following:
- 5.9.1 Execute and deliver to the City a good and sufficient bill of sale describing all of the Public Improvements constructed, connected, and installed by the Developer pursuant to this Agreement, together with all personal property relating to the Public Improvements ("Bill of Sale"). In the Bill of Sale, the Developer shall warrant the conveyance of the Public Improvements as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Pursuant to Section 16-2-60(j) of the Land Use Code, acceptance of the Bill of Sale must be authorized by City Council.
- 5.9.2 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements

necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Two Rivers Southside major subdivision recorded at Reception No. _____.

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

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

- 5.15 Landscape Improvements. Other Required Improvements are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or homeowner's association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit A**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a Drainage Plan according to generally accepted storm drainage practices. The Drainage Plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of Development activities, including overlot grading.
- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the Drainage Plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.
- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.

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

5.20 Compliance with Environmental Laws. During Development, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including without limitation solid waste requirements and all requirements under the Federal Water Pollution Control Act, as amended ("Clean Water Act"); and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

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

5.21.1 Developer's reimbursement of processing fees. Consistent with Sections 16-2-10 and 16-2-60(r) of the Land Use Code, the Developer shall reimburse the City for all fees and costs incurred by the City in connection with the City's processing and review of the proposed Subdivision Plats, including without limitation processing and review of the Zoning and Subdivision Applications and supporting documentation, and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other costs incurred by the City.

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

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

Section 6 – Construction Schedule

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

Section 7 – Cost Recovery for Water and Sewer Main Extension

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

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

C = total cost of water main extension with hydrants (\$92,780);

P = linear feet of pipe extended (1,328 feet); and

F = linear feet of adjacent lot frontage (1,242 feet) (per **Exhibit D**).

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

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

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

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

C = total cost of sanitary sewer main extension with manholes (\$104,304);

P = linear feet of pipe extended (1,203 feet); and

F = linear feet of adjacent lot frontage (1,242 feet) (per **Exhibit D**).

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

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

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

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

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

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

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

Section 8 – Inclusionary Housing

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

- 8.1.1. Issuance of building permits for the construction of the affordable units on Lots 25 and 44 shall begin within five (5) years of the issuance of the first building permit for a principal residence within the subdivision.
 - 8.1.2. The units constructed within Lots 25 and 44 shall be comparable to the market rate housing units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
 - 8.1.3 Developer agrees to record a deed restriction on Lots 25 and 44 that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
- 8.2 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code within Lot 48. Developer hereby agrees to deed restrict Lot 48 for the construction of 12.5% of the total dwelling units to be constructed on Lot 48, or three (3) dwelling units, whichever is greater, to be affordable to households earning 80% or less of the Area Median Income for Chaffee County as defined by the Colorado Housing and Finance Authority. Development of the affordable housing units shall be according to the additional standards specified below:
- 8.2.1. Construction of the affordable units on Lot 48 shall be at the time of construction of the market rate units.
 - 8.2.2. The affordable units constructed within Lot 48 shall be comparable to the market rate units in exterior finish and design by meeting the architectural standards for the subdivision and any required architectural design approval required by the subdivision's design guidelines.
 - 8.2.3 Developer agrees to record a deed restriction on Lot 48 that meets the requirements of Sections 16-13-20(a)(1) and (2) and (c) through (f) which defines income eligibility; permanency of restriction; comparable design of units; and good faith marketing requirements as agreed to by Parties.
 - 8.2.4 Pursuant to Section 16-13-50 of the Land Use Code, Lot 48 of the Two Rivers Southside subdivision shall be allowed the revised dimensional standards in the RMU district designated by footnotes 6 and 7 of Table 16-F regarding standards for projects meeting the inclusionary housing requirements of Article XIII of Chapter 16 of the Code, attached hereto as **Exhibit E**. The parking requirement for multi-family units constructed within Lot 48 shall be a minimum of one (1) space per unit.

Section 9 – Default by Developer and City’s Remedies

- 9.1 **City’s Remedies on Developer’s Default.** In the event of the Developer’s default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 9.1.1 The refusal to issue any building permit or certificate of occupancy to the Developer.
- 9.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.
- 9.1.3 Suspension of all further activities, approvals, and permitting related to the Planned Development and the Subdivision Plats.
- 9.1.4 A demand that the Performance Guarantee be paid or honored.
- 9.1.5 Any other remedy available in equity or at law.
- 9.2 **Notice of Default.** Before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. No sooner than thirty days after the Developer’s receipt of the notice or any hearing before City Council, whichever occurs later, the City may take any and all remedial action consistent with this Agreement, the City Code, and the Land Use Code.
- 9.3 **Immediate Damages on Developer’s Default.** The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer’s default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 9.4 **Jurisdiction and Venue.** The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 9.5 **Waiver.** Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will not constitute, and is not to be construed as constituting, a waiver of such provision in other instances. Nothing herein allows the City to waive any provision of the City Code or Land Use Code.
- 9.6 **Cumulative Remedies.** Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 10 – Indemnification and Release

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

10.2 Indemnification.

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

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

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

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

Section 11 – Representations and Warranties

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

11.1.1 **Authority.** This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

11.1.2 **Authorized signatory.** The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

11.1.3 **No litigation or adverse condition.** To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the Planned Development or proposed in the Subdivision Plats.

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

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

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

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

- 11.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.
- 11.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to Develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plats.
- 11.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 12– General Provisions

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

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

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

- 12.7 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 12.8 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. Should any term of this Agreement be severed in accordance with paragraph 12.7 above, the Parties will cooperate to record an amended form of this Agreement evidencing which terms have been severed and which terms remain in full force and effect.
- 12.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City or the Developer.
- 12.10 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 12.11 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 12.12 Subject to Annual Appropriation. Any financial obligation of the City arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion. Nothing herein creates a multi-year fiscal obligation on behalf of the City.
- 12.13 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.

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

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

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

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Chaffee County Clerk



CITY OF SALIDA, COLORADO

By:

PT Wood
Mayor PT Wood

ATTEST:

Erin Kelley
City Clerk/Deputy City Clerk

STATE OF COLORADO)

)ss

COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 5th day of MAY 2020
by P.T. Wood, as Mayor, and by Erin Kelley,
as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: 8-8-2023



Katherine Smith
Notary Public

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Lori A Mitchell
Chaffee County Clerk

SOUTHSIDE LLC

By:

Tom Pokorny
Tom Pokorny, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

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

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

Katherine Smith
Notary Public

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

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Lori A Mitchell
Chaffee County Clerk



Morey Walker & Associates Engineering, Inc.

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

Engineer's Estimate of Probable Costs

Project: Two Rivers South Subdivision

Date: 3/10/2020

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

EXHIBIT A: Construction Costs
page 2 of 2

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

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Chaffee County Clerk

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



3/10/20

Open Records Policy – Exhibit B
Fee Schedule

Charges must be paid before service is provided.

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

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

The first hour of research and retrieval service is free.

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

City Attorney \$30/hr

Assistant City Attorney \$30/hr

Information Services \$30/hr

Department Heads \$30/hr

Supervisor \$30/hr

Non-Supervisory Personnel \$20/hr

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

DVD - \$10

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

EXHIBIT C: Construction Schedule

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

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Lori A Mitchell
Chaffee County Clerk

Project: Trial ScheduleTom
Date: Tue 4/28/20

Task



Project Summary



Split



External Tasks



Progress



External Milestone



Milestone



Deadline



Summary



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Lori A Mitchell
Chaffee County Clerk

EXHIBIT D
CONFLUENT STREET WATER/SEWER MAIN COSTS

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

CONFLUENT STREET WATER/SEWER MAIN REIMBURSABLE AMOUNTS

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

TABLE 16-F

Schedule of Dimensional Standards

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

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

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

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

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

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

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

Notes:

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