



MEETING OF THE CITY COUNCIL

City Council Chambers

448 East First Street, Suite 190

City of Salida, Colorado

Tuesday, April 20, 2010, 6:00 p.m.

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

I. MEETING CALLED TO ORDER

II. PLEDGE OF ALLEGIANCE – Led by Mayor Charles Rose

III. ROLL CALL

IV. CITIZEN PARTICIPATION – 3 minute time limit

V. PRESENTATIONS -

- 1. Fire Fighter Badge Presentation to Mike Nay by Mayor Rose**
- 2. Salida Business Alliance request for \$1000 by Vickie Sue Vigil**
- 3. Chaffee County Housing Trust request for \$15,000 by Read McCulloch**
- 4. Wastewater Treatment Plant Presentation by Schmueser, Gordon, Myer, City Engineer**
- 5. Poncha Hot Springs Grant Presentation by Fred Henderson**
- 6. 401 Plan proposal revision by Charles Bourgeois**

VI. SCHEDULED ITEMS

- 1. Consent Agenda (Janella Martinez) Section 1**
 - a. Approval of Agenda
 - b. Approval of Minutes: Special Meeting Minutes March 23, 2010, Special Meeting Minutes March 30, 2010 and Minutes, April 6, 2010.
 - c. City Property requests:
 - 1.) GARNA/Arkansas River Clean-up Green-up
 - 2.) FIBArk/Cruiser Criteria
 - 3.) Wisdom Within/Riverside Park
 - d. Art Gallery Liquor Permit requests: 1.) Cultureclash

Agenda April 20, 2010

1

The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 124 E St., Salida, CO 81201, 719-539-2311 at least 48 hours in advance.

2. **Citizen appointment to the Planning Commission – (Dara MacDonald)** **Section 2**
Resolution 2010-23 appointment to the Planning Commission.

3. **Las Casitas zoning – 1st reading (Dara MacDonald)** **Section 3**
Ordinance 2010-02 rezoning a 4.55 acre area of land known as Erbsen Tract and Las Casitas as Medium Density Residential (R-2)

4. **Awarding a contract for the Climbing Wall Structure – (Rob Vance)** **Section 4**
Resolution 2010-14 entering into a Construction Services Agreement with Integrated Design Structures.

5. **Awarding a contract for Restrooms at the Boat Ramp – (Rob Vance)** **Section 5**
Resolution 2010-24 entering into a Construction Services Agreement between the City and UBC Precast Concrete Products.

6. **Vin Inspection fee increase – (Jan Schmidt)** **Section 6**
Resolution 2010-25 Increasing The Fee For Vehicle Identification Number Inspections To Comply With State Statute.

7. **Dog park amendments – (Jan Schmidt)** **Section 7a. b.**
 7. a.) Lease amendment with the School District R-32-J-
Resolution 2010-26 approving the first amendment to Real Property Lease between the R-32-J Salida School District, As Lessor, And The City of Salida, as Lessee, for the Salida Dog Park.

 7. b.) Maintenance Agreement with the Dog Club Lease amendment -
Resolution 2010-27 approving the first amendment to Operations and Maintenance Service Level Agreement with the Salida Dog Club.

8. **Airport Consultant recommendation – (Jack Lewis)** **Section 8**

9. **City Administrator/City Attorney/Deputy City Clerk** **Section 9**
 - a. Administrator’s Report – (Jack Lewis)
 - 1.) Dominick Well change order
 - 2.) Galleries Reservoir Roof change order
 - b. City Attorney Report – Karp, Neu, Hanlon PC
 - c. Deputy City Clerk Report – (Janella Martinez)

10. **Elected Official Reports**
 - a. City Treasurer- (Eileen Rogers)
 - b. Mayor – (Charles Rose)
 - c. City Council

VII. ADJOURNMENT

[SEAL]

Mayor

Chaffee Housing Trust Update – April 2010

In general, the recession has made development a very difficult task: construction financing rules have become much stricter, mortgage borrowing is difficult even for moderate income buyers, and the economic uncertainty is weighing heavily on potential buyers. Low-income buyers are particularly hesitant as job security is low and families on the edge are not willing or able to take risks. Many families have incurred recent debt, disqualifying them for loans at this time.

The need is still as strong as ever. Teachers, health care workers, builders, restaurant employees, single moms & dads are just a few of the applicants. All applicants share a common complaint – rents are nearly as high as mortgage payments would be, making ownership the smart move. Thanks to the USDA's Rural Development Direct Loan Program, we will be able to get these folks into mortgages they can afford. We will soon have homeowners that otherwise would not even be considering anything but renting.

Homebuyer Recruitment and Home Sales: Since the start of the Crestone Heights project, the CHT has been actively marketing and recruiting homebuyers with print, radio, and direct marketing, including door to door calls on Salida businesses and presentations to various groups. Over 75 potential homebuyers have made serious inquiries, with over 20 full applications. Three qualified low-income buyers are currently pursuing loans, and if approved, will get under contract. Others have qualified for purchase, but cannot get loans due to debt or bad credit. Three potential buyers found homes on the open market, one found a private sale they could afford.

Construction Financing: After a long process with Collegiate Peaks Bank, the lender decided to pull out due to buyer uncertainty and increasing pressure from regulators. The CHT was able to get another lender on board, Rural Community Assistance Corporation, which is familiar with community land trusts and affordable housing. The loan has been approved, but RCAC is requiring full pre-sales on all units before funds can be released for construction to begin. If the three buyers are approved, ground breaking for the first phase could be in May. Get your golden shovels ready.

Grant Applications: The CHT was awarded a \$5,000 grant from the Anschutz Family Foundation in November. Other applications including the Wells Fargo Foundation and the El Pomar Foundation are pending. HUD provided a \$30,000 technical assistance grant to fund work with RCAC on organizational development. Renewal of the Colorado Division of Housing grant is pending (\$50,000). Homebuyer Assistance (\$15,000 per home, \$75,000 in total) has been approved and will become available at closings to lower home prices for buyers. The State also offered an \$800,000 loan for construction. The City of Salida has provided a much needed \$15,000 grant two years running. Buena Vista has provided \$1,000 in 2009, and pledged \$500 to match local gifts in 2010. Poncha Springs provided \$2,000 in 2009. Chaffee County donated land in 2008 (appraised at \$132,000), and \$48,000 in funds targeted to low-income families in 2009.

Organizational Capacity Building: The CHT has invested significant time and resources in building up the internal workings of the organization. Critical systems like financial management, internal controls, legal documents, and policies and procedures have been developed. This work sets the organization up for success, creating a foundation for all future development. While time consuming, it is work that will pay off in the long run.



CITY COUNCIL AGENDA ITEM

MEETING DATE: April 20, 2010
AGENDA ITEM TITLE: Consent Agenda Items
PRESENTED BY: Janella Martinez, Deputy City Clerk
AGENDA SECTION: Consent Agenda

REQUESTS:

1. Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes: Special Meeting Minutes March 23, 2010, Special Meeting Minutes March 30, 2010 and Minutes, April 6, 2010.
- c. City Property requests:
 - 1.) FIBArk/Cruiser Criteria
 - 2.) Wisdom Within/Riverside Park
 - 3.) Neighbor to Neighbor/Chaffee County Running Club
- d. Art Gallery Liquor Permit requests: 1.) Cultureclash

c. City Property requests:

1.) FIBArk/Cruiser Criteria

The request is by FIBArk to close city streets and use the trail system to hold the annual Cruiser Bicycle race on Saturday, May 15, 2010 from 2:30 until 6:30p.m.

- ✓ This request includes multiple street closures. Please review the attached diagram.

This event is an annual fundraiser for FIBArk. The applicant Scot Banks has submitted a signed street closure petition from numerous downtown merchants.

2.) Wisdom Within/Riverside Park

The request is by Wisdom Within to use Riverside Park for a community picnic on Sunday, May 2, 2010 from Noon – 3:00 p.m.

3.) Neighbor to Neighbor/Chaffee County Running Club

The request is for permission to hold the spiral Drive Run on Saturday, May 8, 2010 at 10:00 a.m. to hold the annual Spiral Drive Run. The event duration will be approximately 9:00 to Noon.

- ✓ This request includes law enforcement assistance
- ✓ To close Spiral Drive above the water tank to motorized traffic during the event..
- ✓ A diagram showing the route is included on the cover letter and is attached for Council review.

Consent Agenda items are considered routine requests. Should a Council Member wish to discuss any of these items, a request should be made to remove an item, and to place it under another section of the agenda.

d. Art Gallery Liquor Permit requests:

1.) Cultureclash

Fox and rocks, LLC dba Cultureclash Art Objects Jewelry is requesting the Liquor Licensing Authority to grant an Art Gallery Permit starting in June, 2010.

Council approved this application in June of 2009. At the time the applicant held only a month to month lease. Ms. Alexander has now obtained a long term lease showing possession of the premises as required. This application will be sent to the state if Council approves this request.

RECOMMENDATION:

Staff recommends combining and approving the items on the consent agenda.

ACTION:

If Council wishes to approve the items on the consent agenda:

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

Followed by a second, and then a simple voice vote.



**MINUTES SPECIAL MEETING
CITY COUNCIL CHAMBERS
448 East 1st Street**

Salida, Colorado

March 23, 2010

9:00 a.m.

A special meeting of the Salida City Council was held this date in the Tenderfoot Conference Room, 448 E. 1st St. The meeting was called to order at 9:10 a.m. by Mayor Charles Rose

ROLL CALL -

Present at roll call were Mayor Charles Rose, Council Members, Keith Baker, Scott Damman, Jim McCormick, Jay Moore, and Tom Yerkey. Also present were City Administrator Jack Lewis, and Deputy City Clerk Janella Martinez, City Treasurer Eileen Rogers, and Attorney Karl Hanlon.

Absent were Council Member Steven Stewart, and City Clerk Betty Schwitzer.

1. Nancy Dominick Well Bid Approval –
Resolution 2010-18 approving an agreement with Diesslin Structures, Inc. for construction of the Dominick Pump Station.

City Administrator Jack Lewis presented information to Council for the record. The request is to award the contract for construction of a well on private property as agreed in the water court settlement with Nancy Dominick in connection with the City's conversion of water rights on the Tennesee Ditch.

After purchasing the Vandaveer Ranch, including 300 acre feet of water on the Tennesee Ditch, the City initiated the process to convert the water rights from agricultural to municipal use. This process included reaching a resolution with the opposers to the case. In the Dominick settlement, the City agreed to construct a well to replace the loss caused by water being removed from the Tennesee Ditch.

We have worked with the City's water engineers at Applegate Group to design the well and create bid documents. The City issued a request for proposals (RFP) on March 2nd. We received three responses, all of which were from local bidders. A summary of the bids is attached.

The responses to the RFP were reviewed both by Applegate Group and by the City Attorney. Both are recommending that Council award the contract to the local bidder, Diesslin Structures, Inc. All bids are within the amount approved in the 2010 budget for this project.

Vernon Nelson, works for Ms. Dominick and doesn't feel like this bid should be awarded because of minor irregularities.

Nancy Dominick said DSI left while the engineer and Lonnie Oversole, Water Plant Manager, discussed the project. Ms. Dominick noted that Mr. Pridemore, Pridemore Construction, was present to hear the discussion. Ms. Dominick is concerned that the well be properly installed.

Administratort Lewis said this topic has been an ongoing issue for many months. The project has been fully engineered by Applegate Group. When we sign this contract with DSI they are required to fulfill the contract.

Mayor Rose requested a motion by Council.

A motion was made by Damman to approve Resolution 2010-18 A RESOLUTUION OF THE CITY OF SALIDA, COLORADO, APPROVING AN AGREEMENT WITH DIESSLIN STRUCTURES, INC. FOR CONSTRUCTION OF THE DOMINICK PUMP STATION.

A brief discussion followed. Council Member Moore asked what the time frame for completion of the project was. Mike Cooper, DSI said the contract required completion in two weeks, by April 15, 2010.

Mayor Rose asked for a roll call vote. With all in consensus, THE MOTION CARRIED.

EXECUTIVE SESSION -

A motion was made by Damman to go into executive session for the purpose of determining positions relative to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R. S. Section 24-6-402 (4)(e); AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: To discuss negotiations on the Poncha Springs sewer agreement, and for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R. S. Section 24-6-402 (4)(b); AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: Receiving legal advice. The motion was seconded by Moore. With all in consensus, THE MOTION CARRIED.

Deputy City Clerk, Janella Martinez and City Treasurer Eileen Rogers left at 9:14 a.m.

Mayor Rose announced the time as 9:15 a.m.

Those present during executive session were Mayor Charles Rose, Council Members, Keith Baker, Scott Damman, Jim McCormick, Jay Moore, and Tom Yerkey. Also present were City Administrator Jack Lewis, and Attorney Karl Hanlon.

Absent were Council Member Steven Stewart, and City Clerk Betty Schwitzer.

The meeting reconvened in regular session at 10:20.

ADJOURNMENT-

A motion was made Moore to adjourn the meeting at 10:21 a.m. The motion was seconded by Damman. With all in consensus, THE MOTION CARRIED.

Mayor

[SEAL]

City Clerk

Respectfully submitted by Janella S, Martinez, City Clerk



**MINUTES SPECIAL MEETING
STEAMPLANT EVENT CENTER
220 W. Sackett Ave.**

Salida, Colorado

March 30, 2010

5:00 p.m.

A special meeting of the Salida City Council was held this date at the SteamPlant Event Center. The meeting was called to order at 5:10 p.m. by Mayor Chuck Rose.

ROLL CALL –

Present at roll call were Mayor Chuck Rose, Council Members Keith Baker, Jay Moore, Jim McCormick, and Tom Yerkey. Also present were City Administrator Jack Lewis and Attorney Karl Hanlon. Absent were Council Members Scott Damman and Steve Stewart.

EXECUTIVE SESSION –

A motion was made by Moore to move into executive session for the purpose of determining positions relative to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R. S. Section 24-6-402 (4)(e); And the following additional details are provided for identification purposes: To discuss negotiations regarding potential litigation with Pavement Management Services/Rocky Mountain Chip Seal.

And for the purpose of determining positions relative to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R. S. Section 24-6-402 (4)(e); And the following additional details are provided for identification purposes: To discuss negotiations on the Poncha Springs sewer agreement ;

And for a conference with the City Attorney for the purpose of receiving legal advice for specific legal questions under C.R. S. Section 24-6-402 (4)(b); And the following additional details are provided for identification purposes: Receiving legal advice.

The motion was seconded by McCormick. With all in consensus, THE MOTION CARRIED.

Mayor Rose announced the time as 5:11 p.m.

Those present during the Executive Session were Mayor Rose, Council Members Jim McCormick, Jay Moore, and Tom Yerkey. Also present were City Administrator Jack Lewis and City Attorney Cassia Furman. Absent were Council Members Scott Damman and Steven Stewart.

Council reconvened in regular session at 5:59 p.m.

ADJOURNMENT –

A motion was made by Baker to adjourn the meeting at 6:00 p.m. The motion was seconded by Moore. With all in consensus, THE MOTION CARRIED.

Mayor

[SEAL]

Assistant Deputy City Clerk

Respectfully submitted by Jennifer Orr, Assistant Deputy City Clerk

To whom it Concerns,

This a letter of Intent for a FIBArk Fundraiser in the form of a Cruiser Bicycle race event proposed for the afternoon on May 15th, 2010 from 2:30pm until 6:30pm.

This event will start with the registration at the F Street Bridge beginning at 2:30 until 3:30. The event will start at 4:00. Main communications will be at the bridge.

The course is as follows;

Starting at the F Street bridge, heading South on F St, turning Right on the alley between Bensons & The Butchers Table. Through the alley taking a Right on G Street, crossing Sackett onto the upper section of the boat ramp. Turn Right on the alley towards F St, cross F S to the Riverside Park bike path, turning Clockwise on the flower round-a-bout, then head south on the path to the corner of F St & Sackett, which completes one lap. The Finish is at the F Street Bridge.

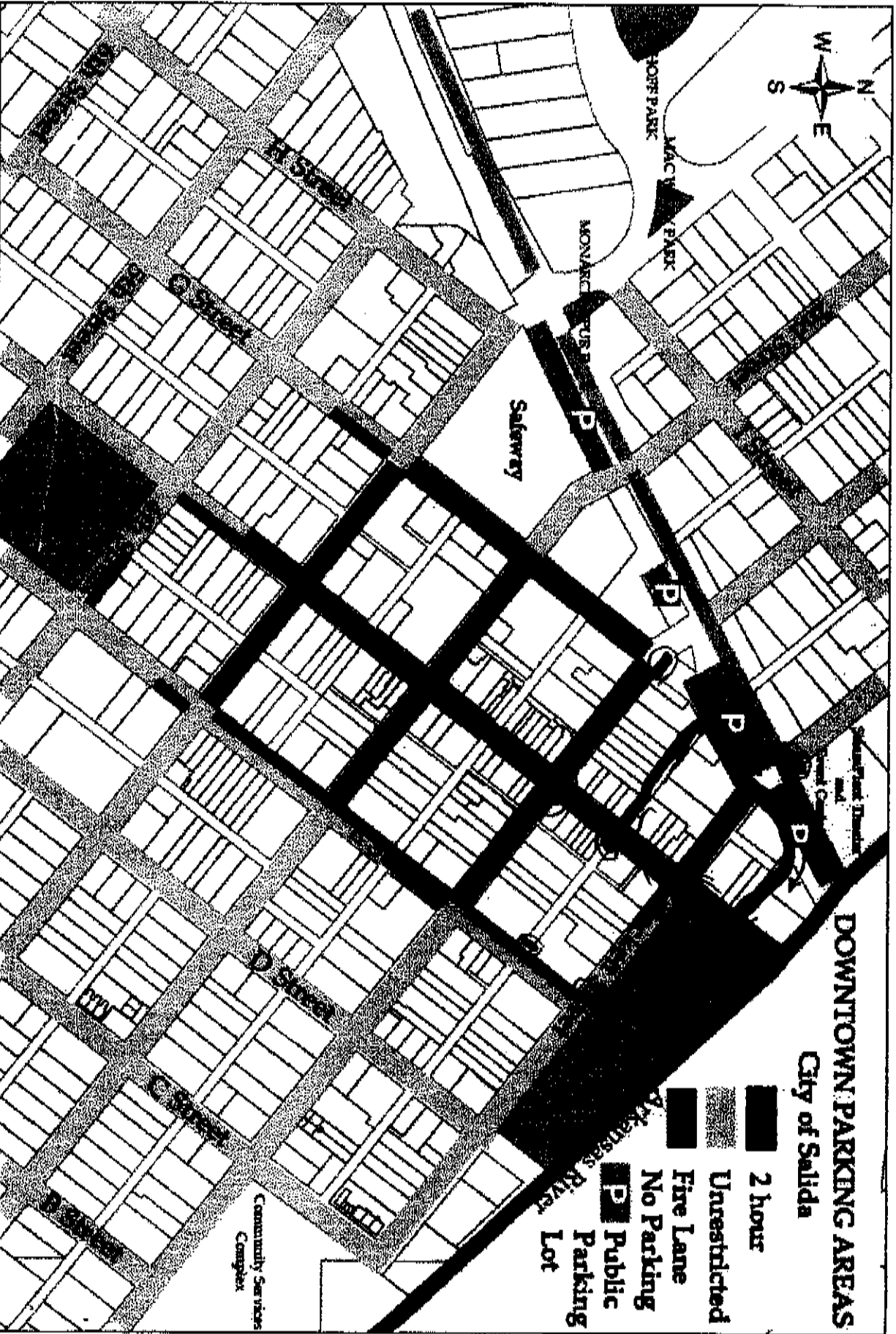
There will be street barricades at the intersections; F & 1st, G & 1st, G & Sackett, Sackett & E, and the entrances of the Alley between E & F. There will be course workers at all intersections to help with pedestrian and vehicular traffic.

There will be 2 parade laps of the course, followed by 3 waves of kids races, and 2-5 lap adult races. Helmets are highly recommended as well as cruiser or town bikes.






Scot Banks, Organizer



405 Scot Street, Salida

719.530.9279 home



DOWNTOWN PARKING AREAS
City of Salida

-  2 hour
-  Unrestricted
-  Fire Lane
-  No Parking
-  Public Parking Lot

 Road Shoulders
 Curbside

Dear Ashley &

City of Salida,

Thank you for aiding Wisdom Within in providing our amazing local community with a picnic open to the public on Sunday May 2nd from noon -3pm at Riverside Park. Wisdom Withins intention is to create a delicious and festive spring picnic free to the public. Where all will enjoy the park, food and each other after a great symposium weekend.

Please see below for symposium details.

About Wisdom Within: Wisdom Within is a 501(c)3 educational and charitable organization dedicated to supporting natural and holistic approaches to childbirth and reproductive health, incorporated in June 2009. Based in Salida, CO, Wisdom Within serves the communities of Chaffee County and the communities surrounding the Upper Arkansas River valley. Wisdom Within provides educational classes and events, a resource library, a directory of community providers and supporting services to women, mothers, fathers and families seeking wellness during the childbearing years and beyond. Below is a press release for our upcoming symposium that we are very proud of, and looking forward to serving the community and building a bridge with Heart of the Rockies Regional Medical Center

About the 2010 Reproductive Wellness Symposium: Childbirth Across Cultures

Colorado Nonprofit Wisdom Within Hosts State-Wide Symposium; Brings International Speakers to Salida, CO

Salida, CO, March 16, 2010: The ever-growing cultural atmosphere of Colorado is about to take one more giant leap towards diversity with the **2010 Reproductive Wellness Symposium**, to be held at various locations around Salida, CO April 30 – May 2, 2010. The Symposium nonprofit organizer, Wisdom Within, has selected "Childbirth Across Cultures" for the 2010 Symposium topic. The weekend will include continuing education workshops for professionals, community classes, film screenings, speaking engagements, a community picnic, and a catered dinner and keynote presentation.

Wisdom Within hopes the 2010 Reproductive Wellness Symposium will educate healthcare providers about cross-cultural variances in maternal and neonatal healthcare, raise community awareness of the options in care available in the childbearing years, and establish momentum in creating fathers' support groups across Colorado.

Wisdom Within is expecting a state-wide turnout of healthcare and birth professionals. "We're thrilled to be hosting this event in Salida," said Alli Gober, project director. "Given that **Wisdom Within** is a new organization, we're very grateful for the positive feedback we've received from healthcare providers around Colorado, from locals wanting to attend the conference, and from local businesses wanting to be a part of this type of event."

The 2010 Reproductive Wellness Symposium is open to the public for registration with several options for participation. Early registration is required online at the **Symposium** website or at select local businesses for those interested in the catered dinner and keynote presentation.

Registration for the full Symposium weekend will cost \$65, and individual workshops and classes will have a registration cost of \$20/\$10 . There is an additional fee of \$40 if a healthcare provider registers for continuing education credits. Full details, registration options, lodging and childcare options are available online.

Several community events are being hosted as part of this symposium, including two presentations of "Le Premier Cri", a "Meet the Midwives" social gathering, two classes **and a community picnic**; these events are free and open to the public.

The 2010 Symposium Faculty includes Senior Research Fellow with the University of Texas at Austin, medical anthropologist and author **Robbie Davis-Floyd, Ph.D.** and UK co-founder of Fathers-To-Be International and author of the Fathers-To-Be Handbook, **Patrick Houser**. The Symposium will include two screenings of "**Le Premier Cri**," nominated for Best Documentary in the 2008 Cesar Awards. Directed by Gilles de Maistre, "Le Premier Cri" follows 10 very culturally-diverse women and their families through the 48 hours around their births, and allows the viewer to walk away from the film with new perspectives on the individualities and similarities of childbirth in cultures around the world.

Please visit Wisdom Within's website @ www.wisdomwithinyourbody.org to check us out further!

~~~~~

Contact Info: Betsy Steinberg-Biehner [purplelizards@hotmail.com](mailto:purplelizards@hotmail.com) 539-8583 / 221-5378

NEIGHBOR TO NEIGHBOR VOLUNTEERS

54 Jones Ave.

[neighborsalida@yahoo.com](mailto:neighborsalida@yahoo.com)

Salida, CO 81201

CHAFFEE COUNTY RUNNING CLUB

P.O. Box 1441

[www.salidarec.com/ccrc](http://www.salidarec.com/ccrc)

Date: March 1, 2010

To: Salida City Council (cc: Chaffee County Commissioners)

From: Neighbor to Neighbor Volunteers/Chaffee County Running Club

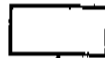
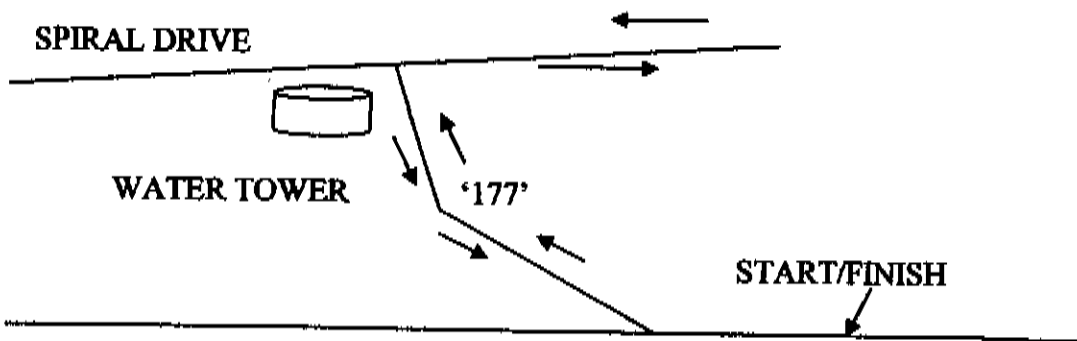
Neighbor to Neighbor Volunteers and the Chaffee County Running Club request permission to conduct the Spiral Drive Run on Saturday, May 8th at 10:00 a.m. A portion of the event takes place on city property. The duration of the event will be approximately 9:00 a.m. to noon.

NTNV & CCRC are requesting that Spiral Drive above the water tower be closed to motorized traffic during the event. We are not requesting law enforcement assistance. The club will also post signs warning motorists that runners are on the road. This event has been held since 2001 without incident.

Below is a description and map of the course. A copy of the club's insurance certificate, insuring the City of Salida for this event is forthcoming.

Any questions can be directed to Connie Cole (530-0223) or Tom Sobal (539-4112)

Course – The race begins across the railroad tracks from the base of "F" Street and proceeds west to County Road 177. Runners follow 177 to Spiral Drive and turn right. Runners proceed to the top of Spiral Drive then descend, retracing the course to the start/finish area.



'F' Street

NEIGHBOR TO NEIGHBOR VOLUNTEERS & THE CHAFFEE COUNTY RUNNING CLUB  
ARE 501 (C) (3) ORGANIZATIONS  
AND COLORADO NON-PROFIT CORPORATION



# ART GALLERY PERMIT APPLICATION

**2341 ART GALLERY PERMIT \$71.25**  NEW  RENEWAL

|                                                                                 |                          |                                                        |                                             |
|---------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------|---------------------------------------------|
| 1. Applicant Name (i.e. ABC Gallery Inc.)<br><b>FOX AND ROCKS LLC</b>           |                          | State Sales Tax Number of Applicant<br><b>25-23179</b> |                                             |
| 2. Trade Name of Establishment (DBA)<br><b>Cultureclash ART OBJECTS JEWELRY</b> |                          |                                                        |                                             |
| 3. Address<br><b>101 North F St.</b>                                            |                          | Phone Number<br><b>719539 3118</b>                     |                                             |
| City<br><b>Salida</b>                                                           | County<br><b>Chaffee</b> | State<br><b>CO</b>                                     | ZIP Code<br><b>81201</b>                    |
| 4. Mailing Address (Number and Street)<br><b>101 North F St</b>                 |                          | City or Town<br><b>Salida</b>                          | State<br><b>CO</b> ZIP Code<br><b>81201</b> |

- Attach a copy of a deed or lease in the exact name of the applying entity only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance).
- Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed.

Pursuant to 12-47-422, C.R.S., Applicant hereby states that it qualifies for an Art Gallery Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority and Local Licensing Authority:

That it does not sell alcohol beverages by the drink.

That it will not serve alcohol beverages for more than 4 hours in any one day, no more than 15 days per year as follows:

|                                                               |                                                               |                                                               |                                                               |                                                               |
|---------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|
| Date: <b>06/25/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>06/26/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>07/09/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>07/10/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>07/16/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> |
| Date: <b>07/17/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>08/14/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>09/11/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>10/09/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>11/13/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> |
| Date: <b>11/27/10</b><br>From: <b>5 PM</b><br>To: <b>9 PM</b> | Date: <b>12/11/10</b><br>From: <b>2 PM</b><br>To: <b>6 PM</b> | Date: <b>02/12/11</b><br>From: <b>2 PM</b><br>To: <b>6 PM</b> | Date: <b>03/12/11</b><br>From: <b>2 PM</b><br>To: <b>6 PM</b> | Date:<br>From:<br>To:<br>                                     |

**OATH OF APPLICANT**

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

|               |                       |                         |
|---------------|-----------------------|-------------------------|
| Signature<br> | Title<br><b>owner</b> | Date<br><b>03/15/10</b> |
|---------------|-----------------------|-------------------------|

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| Local Licensing Authority (City or County) | Date filed With Local Authority |
| Signature                                  | Title                           |
|                                            | Date                            |

**REPORT OF STATE LICENSING AUTHORITY**

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

|           |       |      |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

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

| Liability Information       |                        |               |                          |                |                                          |
|-----------------------------|------------------------|---------------|--------------------------|----------------|------------------------------------------|
| County                      | City                   | Industry Type | License Account Number   | Liability Date | License Issued Through (Expiration Date) |
|                             |                        |               |                          | FROM           | TO                                       |
| Cash Fund<br>2341-100 (999) | City<br>2180-100 (999) |               | County<br>2180-100 (999) |                |                                          |
| <b>TOTAL</b>                |                        |               |                          |                | ▲                                        |

# Liquor License Art Gallery Permit Check List for City of Salida Departments

April 9, 2010

Liquor Licensee: Fox and Rocks, LLC, dba: Cultureclash Art Objects Jewlery  
Permit type: Art Gallery Permit Business address: 101 North F Street, Salida, CO 81201  
Contact Person: Geraldine Alexander Phone number: 719-539-3118

Please return by date:

City Clerk: Do you recommend approval? Yes  No

Comments: The application is complete, including all of the required fees. This is a permit and will need to be renewed annually. The applicant knows that she may not charge a fee for the alcohol. Ms. Alexander is also aware that if any of the dates on the application are altered, she will be required to give the City a minimum of two weeks notice.

A copy of the permit will be distributed to the Police Department following State issuance.

Compliance Issues: None

See Attached: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Police Department: Do you recommend approval? Yes  No

Comments: OK to proceed - Physical inspection completed on 7/15/09 - I am aware of date changes

Compliance Issues: No issues

See Attached: \_\_\_\_\_

Signed: [Signature]

Date: 7/19/10

Please complete and return to:  
City Clerk Janella Martinez  
124 E Street  
Salida, CO 81201  
719-539-2311  
jmartinez@cityofsalida.com



## **CITY COUNCIL AGENDA ITEM**

---

MEETING DATE: April 20, 2010

AGENDA ITEM TITLE: Citizen Appointment to the Planning Commission

PRESENTED BY: Dara MacDonald, Community Development Director

REQUEST: The request is to appoint members to the Salida Planning Commission.

### **BACKGROUND REVIEW:**

Planning Commissioners are appointed to staggered three year terms. When Don Stephens and Lisa Malde were appointed they filled positions that terminated in April of 2010. They would like to be reappointed to continue their service on the Planning Commission.

Don Stephens has served on the Commission since August of 2006 and is the Chairperson for the Planning Commission. Lisa Malde was first appointed to the Planning Commission in September, 2009. Both have served the Commission with good attendance and participation.

### **RECOMMENDATION:**

If council wishes, it may appoint Don Stephens to continue his position of regular member for a term that will expire 4/16/13. It may also appoint Lisa Malde to continue to serve as alternate members of the Commission with a term to expire on 4/16/13.

### **ACTION:**

A Council person should make a motion "to approve Resolution No. 23, 2010, a resolution of the City Council for the City of Salida, Colorado approving the appointment of Don Stephens as a regular member and Lisa Malde as an alternate member of the Planning Commission for terms specified in the Resolution."

Followed by a second

**RESOLUTION NO. 23**  
**(Series 2010)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO  
APPROVING CITIZEN APPOINTMENTS TO THE PLANNING COMMISSION**

**WHEREAS**, the Mayor for the City of Salida, Colorado, in accordance with Section 2-1-1b of the Salida City Code, as amended, has selected and appointed the following person to serve as a regular member of the City of Salida Planning Commission for the specified term:

Don Stephens (term to expire 4/16/13)

**WHEREAS**, the Mayor for the City of Salida, Colorado, in accordance with Section 2-1-1b of the Salida City Code, as amended, has selected and appointed the following person to serve as an alternate member of the City of Salida Planning Commission for the specified term:

Lisa Malde (term to expire 4/16/13)

**WHEREAS**, in accordance with Section 2-1-1b of the Salida City Code, as amended, City Council shall confirm the appointments by majority vote;

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. Appointment of Don Stephens to the Planning Commission as a regular member and Lisa Malde as an alternate member, is hereby approved

**RESOLVED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of April, 2010.

CITY OF SALIDA

By: \_\_\_\_\_  
Mayor

[SEAL]

ATTEST: \_\_\_\_\_  
City Clerk



**CITY COUNCIL AGENDA ITEM**

MEETING DATE: April 20, 2010

AGENDA ITEM TITLE: Erbsen and Las Casitas Zoning Ordinance, An ordinance of the City Council for the City of Salida, Colorado rezoning a 4.55 acre area of land known as Erbsen Tract and Las Casitas as Medium Density Residential (R-2)

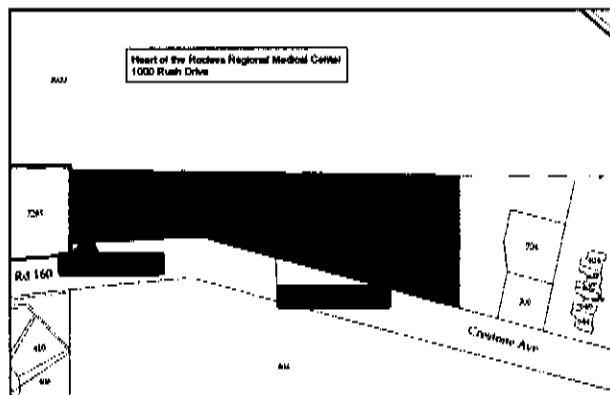
PRESENTED BY: Dara MacDonald, Community Development Director

**REQUEST:**

The request is to rezone the Las Casitas and Erbsen properties from High Density Residential (R-3) to Medium Density Residential (R-2). Both properties are located on West Crestone Avenue.

**APPLICANT:**

The applicants are David and Jill Erbsen, 305 Poncha Blvd. and Western Management, 225 G Street, Salida, CO 81201.



**BACKGROUND REVIEW:**

The property is currently zoned High Density Residential (R-3). The applicants have requested that the property be rezoned as Medium Density Residential (R-2) to be more compatible with the immediately surrounding properties such as Cottonwood Green and Las Casitas Filing No. 1.

Western Management has a pending application for final plat approval to subdivide the Las Casitas portion of this site into 8 lots. The applicant would like to covenant restrict the lots so that only single-family homes will be built on each lot. The other applicants, David and Jill Erbsen, own a 0.33 acre parcel of land adjacent to the Las Casitas subdivision.

In august of 2008 the Planning Commission recommended approval of this rezoning. The staff report from that meeting is attached. Following this recommendation, Western Management submitted an application for final plat approval. The Planning Commission recommended approval of the final plat in July of 2009. The applicants have recently submitted the information required for review by the City Council.

**PUBLIC COMMENT:**

No public comment has been received regarding this rezoning.

**RECOMMENDATION:**

Staff would suggest passing the ordinance rezoning a 4.55 acre area of land known as Erbsen Tract and Las Casitas as Medium Density Residential (R-2).

**ACTION:**

A Council person should make a motion to approve "Ordinance 2010-02 an ordinance of the City Council for the City of Salida, Colorado rezoning a 4.55 acre area of land known as Erbsen Tract and Las Casitas as Medium Density Residential (R-2), setting the public hearing for May 4<sup>th</sup> and ordering the ordinance to be published in full."

Followed by a second and roll call vote.

**ORDINANCE NO. 02**  
**(Series 2010)**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,  
COLORADO REZONING A 4.55 ACRE AREA OF LAND KNOWN AS ERBSEN  
TRACT AND LAS CASITAS AS MEDIUM DENSITY RESIDENTIAL (R-2)**

**WHEREAS**, Western Management, a Colorado General Partnership and David T. and Jill C. Erbsen filed with the City of Salida Community Development Department a request to re-zone from High Density Residential (R-3) to Medium Density Residential (R-2) zone district a tract of land located on Crestone Avenue in the City of Salida, Colorado and further described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Planning Commission conducted a public hearing on the zoning for the subject territory on August 25, 2008, and based on the applicant's plans to subdivide the land for single-family homes forwarded to the City Council its recommendation that the subject territory be rezoned as Medium Density Residential (R-3); and

**WHEREAS**, the proposed zoning for the subject territory is consistent with the policies and goals of the City's land use regulations and Comprehensive Plan, and will advance the public interest and welfare; and

**WHEREAS**, the proposed zoning is in compliance with the review standards for map amendments because an R-2 zone district designation for this parcel is compatible with the zoning and use of nearby and neighboring properties; and

**WHEREAS**, the City Council reviewed the re-zoning application at its April 20 and May 4, 2010 meetings and agreed with the Planning Commission's findings; and

**WHEREAS**, the City of Salida Planning Commission and the Salida City Council have held duly-noticed public hearings as required by the Salida Municipal Code, and now wish to re-zone the Property to Medium Density Residential (R-2).

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

Section One: The aforementioned recitals are hereby fully incorporated herein.

Section Two: That the entirety of the Property comprising Erbsen Tract and Las Casitas as described in Exhibit A, to wit, the 4.55 acres, be and is hereby zoned as Medium Density Residential.

Section Three: Pursuant to Section 16-3-40 of the Salida Municipal Code, promptly following the adoption of this Ordinance, the City Administrator or his designee shall cause a printed copy of the

amendment to the City of Salida Official Zoning Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The signed original printed copy of the Official Zoning Map shall be filed with the City Clerk.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 20<sup>th</sup> day of April, 2010 and set for second reading and public hearing on the 4<sup>th</sup> day of May, 2010.

INTRODUCED ON SECOND READING AS AMENDED, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL OR BY TITLE ONLY, by the City Council on the \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2010.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Charles Rose, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the \_\_\_ day of \_\_\_\_\_, 2010, and BY TITLE ONLY, after final adoption on the \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Janella Martinez, Deputy City Clerk

## Exhibit A

### Erbesen Tract

A Parcel of land located in the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township North, Range 9 East of the NMPM, City of Salida, Chaffee County, Colorado, described as follows:

Beginning at the point of intersection of the East-West centerline of said Section 31 with the projected westerly boundary of Lincoln Street of 'Salida on the Mesa' from whence the East  $\frac{1}{4}$  corner (brass capped pipe) of said Section 31 bears South  $89^{\circ}18'01''$  East 1191.88 feet;

Thence proceeding around the parcel herein described South  $15^{\circ}02'18''$  West along the above said projected westerly boundary of Lincoln Street 160.24 feet to the northerly boundary of Crestone Avenue in accordance with the 'DEED OF VACATION' of Book 439 at Page 929 of the records of Chaffee County;

Thence South  $87^{\circ}20'14''$  West along the said northerly boundary of Crestone Avenue 69.73 feet to the west boundary of the Northeast  $\frac{1}{4}$  of the Southeast as fenced;

Thence North  $00^{\circ}24'44''$  West along said fenced west boundary 159.37 feet to the Northwest corner of the said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  as fenced;

Thence South  $89^{\circ}18'01''$  East along the said East-West centerline of Section 31 a distance of 112.39 feet to the point of Beginning, containing 0.33 Acres.

### Las Casitas

A tract of land located within the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 31 Township 50 North, Range 9 East of the New Mexico Principal Meridian, City of Salida, Chaffee County, Colorado, described as follows:

Beginning at a point on the East-West centerline of said Section 31 from whence the East quarter corner of said Section 31 (a USGLO brass capped pipe monument) bears South  $89^{\circ}18'01''$  East 236.08 feet;

Thence proceeding around the tract herein described North  $89^{\circ}18'01''$  West along said East-West centerline of said Section 31 a distance of 955.08 feet;

Thence South  $15^{\circ}02'18''$  West 160.24 feet to the north boundary of Crestone Avenue; Thence along the said north boundary of Crestone Avenue in accordance with a Deed of Vacation of a portion of said Crestone Avenue as recorded in Book 439 at Page 929 of the Chaffee County Records, first North  $87^{\circ}20'14''$  East 208.30 feet;

Thence South  $74^{\circ}57'43''$  East 647.07 feet to the southwesterly corner of Lot No. 2 of Las Casitas Filing No. 1, a City of Salida Subdivision;

Thence along the boundaries of said Filing No. 1, first North  $11^{\circ}41'50''$  East 100.00 feet;

Thence North  $06^{\circ}22'51''$  West 64.34 feet;

Thence North  $11^{\circ}41'50''$  East 70.00 feet;

Thence South  $74^{\circ}57'43''$  East 120.00 feet;

Thence North  $11^{\circ}41'50''$  East 104.18 feet to the point of beginning.

Formerly described in documents recorded in Book 465 at Page 151, as Reception No. 228124 and Reception No. 3733384 of the Chaffee County Records.



**STAFF REPORT**

**MEETING DATE:** August 25, 2008

**AGENDA ITEM TITLE:** Las Casitas Rezoning Application

**AGENDA SECTION:** Public Hearing

**REQUEST:**

The request is to rezone the Las Casitas and Erbsen properties from High Density Residential (R-3) to Medium Density Residential (R-2). Both properties are located on West Crestone Avenue.

**APPLICANT:**

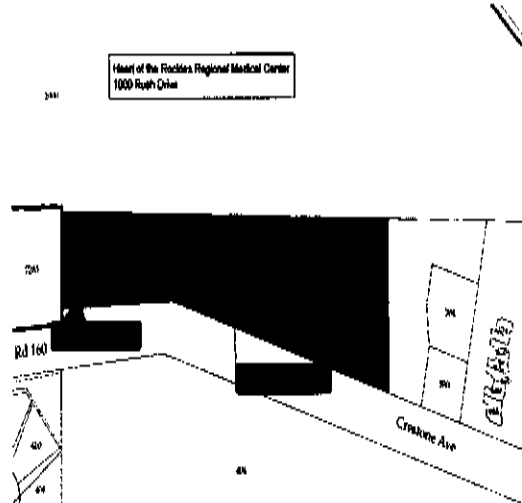
The applicants are David and Jill Erbsen, 305 Poncha Blvd. and Western Management, 225 G Street, Salida, CO 81201.

**LOCATION:**

The subject properties are located on West Crestone and the legal descriptions for both are available at City Hall.

**PROCESS:**

An application for rezoning consists of a two-step process. The request is addressed by the Commission through a public hearing process. The Commission makes a recommendation of approval, approval with conditions, or denial of the zoning application to City Council. The Commission may also remand the application back to the applicant for further information or amendment. Council has final decision-making authority in such applications.



In its review of the application, the Commission shall focus on the long term use of the property within the context of the City's Comprehensive Plan and current zoning for the property, as well as the surrounding area. Once the property is zoned, all of the uses permitted within the new zoning district are permitted as uses by right, not just what is proposed at the present time.

**OBSERVATIONS:**

1. The applicant, Western Management, also has submitted an application to subdivide their Las Casitas property. There will be 8 lots developed and the applicant would like to covenant restrict the lots so that only single-family homes will be built on each lot. The other applicants, David and Jill Erbsen, own a 0.33 acre parcel of land adjacent to the Las Casitas subdivision.
2. The property directly across from this property is the Golf Course which is zoned R-1. Two single-family homes are immediately east of this property. These and the Villa's on the Green Condominiums, which have a total of 12 condominiums are east of these two properties and are

zoned R-3. The Cottonwood Green Subdivision is across the street from Las Casitas and is zoned R-2.

**REVIEW STANDARDS FOR MAP AMENDMENTS (Section 16-13-60):**

1. **Consistent with Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.

Applicant's Response:

- The purpose of the Land Use Plan within the Comprehensive Plan is to specify locations in and around Salida where various land uses and intensities of use will be encouraged. The Plan indicates the subject property to be High Density Residential. The High Density Residential category provides for apartments, rowhouses, townhomes, manufactured and modular homes, and condominiums at 13 or higher net dwelling units per acre.
- Rezoning would be inconsistent with the land use category assigned in the comp plan.

2. **Consistency with Purpose of Zone District.** The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.

Applicant's Response:

- The applicant is requesting a zone district designation of the subject property of Medium Density Residential (R-2). The principal purpose of an (R-2) zone district is to allow for residential neighborhoods comprised of detached single-family dwellings, duplex dwellings and multi-family residences of three or less. The Medium Density (R-2) zone district would allow for lower density than what is allowed in the High Density Residential (R-3) zone district.
- The applicants intend to restrict development of the lots to only permit single-family homes on the new Las Casitas Subdivision.
- The table below shows the total amount of units available in each of the zone districts. The total number of units allowed in the R-2 zone is 59 and the total number of units allowed in the R-3 zone is 80 units. If the zoning is changed from R-3 to R-2 the city would lose 21 units.
- 

| Proposed Lots                    | Medium-Density Residential (R-2) | High-Density Residential (R-3) |
|----------------------------------|----------------------------------|--------------------------------|
| Erbsen property- 0.33 acres      | 4 Units                          | 6 Units                        |
| Las Casitas Lot 1 0.39 acres     | 5 Units                          | 7 Units                        |
| Las Casitas Lot 2 0.39 acres     | 5 Units                          | 7 Units                        |
| Las Casitas Lot 3 0.38 acres     | 5 Units                          | 7 Units                        |
| Las Casitas Lot 4 0.44 acres     | 6 Units                          | 8 Units                        |
| Las Casitas Lot 5 0.49 acres     | 6 Units                          | 8 Units                        |
| Las Casitas Lot 6 0.55 acres     | 7 Units                          | 9 Units                        |
| Las Casitas Lot 7 0.61 acres     | 8 Units                          | 11 Units                       |
| Las Casitas Lot 8 0.97 acres     | 13 Units                         | 17 Units                       |
| <b>Total # of possible Units</b> | <b>59 Units</b>                  | <b>80 Units</b>                |

3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.

Applicant's Response:

- This property is surrounded by a couple of zone districts. On the North side of Crestone Avenue to the end of this property everything is zoned High Density Residential (R-3). There are 2 single-family homes immediately east of this property. The Villa's on the Green are next to this property which contain 12 condominium units and the Cottonwood Green Subdivision is across the street which is zoned medium residential (R-2). Cottonwood Green includes 37 single-family lots and 6 triplex lots.
- The hospital is down the hill and is zoned Commercial (C-1) and directly across the street from this property and is the Golf Course which is zoned single-family residential (R-1).
- Either R-2 or R-3 zoning would be compatible with the surrounding neighborhood.

4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.

Applicant's Response:

- This application is a result of the desire to have lower density than what is allowed in the High Density Residential zone district and to restrict each Lot to single-family dwelling units.
- Recently development in this area has included more single-family than attached dwellings which may be a sign of changing neighborhood conditions.

**RECOMMENDED FINDINGS:**

1. That the application is in compliance with the review standards for map amendments because this property is surrounded by Single-Family Residential, High Density Residential and Medium Density Residential zone districts and because conditions have changed from the original zoning with single-family homes to the east and southwest of the property.

**RECOMMENDED ACTION:**

Based upon the observations, review standards, and findings outlined above, staff recommends the following:

That the Commission recommend approval of the application to rezone the subject property from High Density Residential (R-3) to Medium Density Residential (R-2).

**RECOMMENDED MOTION:**

That the recommended findings be made and the recommended action be taken.

Attachments: Application  
Preliminary Plat



---

## CITY COUNCIL AGENDA ITEM

---

**MEETING DATE:** April 20, 2010

**AGENDA ITEM TITLE:** Award of Artificial Climbing Wall bid and – A resolution of the City Council of the City of Salida, Colorado, approving the contract between the City and Integrated Design Solutions for the construction of the Artificial Climbing Wall.

**PRESENTED BY:** Jack Lewis, City Administrator

**REQUEST:**

The request is to award the bid of the climbing wall and to approve the contract for construction with Integrated Design Solutions.

**BACKGROUND:**

There has been interest for several years in the creation of the next phase of the City's Whitewater Park in Riverside Park. A grant was applied for and awarded for the construction of these improvements. The improvements will be another attraction at our current Whitewater Park. These improvements are an economic benefit to our citizens as they bring in people from other areas to kayak and use our river.

The Whitewater Park and Greenway Phase 4 Project actually has several parts and each part will be bid separately. The project includes the construction of new in-stream whitewater features and the maintenance of existing features and the construction of a retaining wall and trail in Riverside Park, known as the Whitewater Park improvements. Another part of the overall project is construction of a two room flush type restroom at the boat ramp. The third part of this project is the construction of an artificial climbing wall in Riverside Park. This wall will be attached to the retaining wall and will be an added play feature of the Park. The project was bid once before but ran into issues due to the contractor's lack of knowledge on the requirement to bond the work. The project was re-bid with the bonding requirements clearly specified and some changes in the project scope primarily dealing with a change to the wall layout to provide a better view corridor to the Bandshell as recommended by Bob Grether. When the bids came in we had received three more bids than the first time. Prices ranged from \$71, 135 to over \$100,000 and had a wide range of options. Project engineer, Mike Harvey took the bids and evaluated them and came up with the recommendation to award the bid to Integrated Design Solutions as his price was the lowest and provides the best understanding of the project and included the handholds and course training. Attached is his email outlining his findings.

**RECOMMENDED MOTION:**

A Council person should make a motion to approve “Resolution 2010-14 a resolution of the City Council of the City of Salida, Colorado, Awarding the Artificial Climbing Wall and to approve the City Administrator to enter into a contract with Integrated Design Solutions for the construction of the artificial climbing wall.”

Followed by a second and then roll call vote.

Attachments: Resolution 2010-14

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 14  
SERIES OF 2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A  
CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF SALIDA AND  
INTEGRATED DESIGN SOLUTIONS.**

WHEREAS, the City of Salida, Colorado (the "City") has agreed to enter into a contract with Integrated Design Solutions ("Integrated"), a Colorado company with a principal address of 1002 North 11<sup>th</sup> Street, Gunnison, for the purpose of constructing an Artificial Climbing Wall as part of the Whitewater Park and Greenway Phase 4 improvements; and

WHEREAS, the City agrees to pay Integrated the sum of Seventy-two Thousand Dollars (\$72,000.00) for construction of the Artificial Climbing Wall, subject to the terms and conditions of the Construction Services Agreement to be executed by the parties.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Construction Services Agreement with Integrated Design Solutions for the Artificial Climbing Wall is hereby approved, and the City Administrator is authorized to sign the contract on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of April 2010.

CITY OF SALIDA, COLORADO

[SEAL]

By \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Bernie Buescher, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**Intergrated Design Solutions, LLC**

is a **Limited Liability Company** formed or registered on 03/02/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051092233.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/12/2010 that have been posted, and by documents delivered to this office electronically through 02/20/2010 @ 05:13:25.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 02/20/2010 @ 05:13:25 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7579852.



A handwritten signature in black ink, reading "Bernie Buescher". The signature is fluid and cursive, written over a horizontal line.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 21 day of April, 2010, by and between Integrated Design Solutions (hereinafter referred to as "Builder"), and the City of Salida, Colorado, a Colorado municipal corporation (hereinafter the "City").

### WITNESSETH:

WHEREAS, the City desires that Builder perform the duties of general contractor for the construction of certain improvements, namely the Artificial Rock Climbing Structure as part of Arkansas River Whitewater Park & Greenway – Phase 4 Project 2010 (hereinafter the "Project"); and

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

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

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Statement of Work.** Builder agrees to manage and supervise the construction and installation of the Artificial Rock Climbing Structure features located in Riverside Park in the City of Salida, Chaffee County, Colorado, as directed by the City and pursuant to the City of Salida Public Works Manual and according to the plans and specifications approved by the City. Builder shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. **Time of Commencement and Completion.** Construction under this Agreement will begin no later than May 1, 2010, and shall be completed within 45 calendar days ("Completion Date"). The Completion Date may, at the City's sole discretion, be extended if approved by the City in writing, but in no event may the Completion Date extend beyond June 10, 2010. If, due to misconduct or neglect, Builder fails to complete the Project on or before the Completion Date, the City may deduct liquidated damages in the amount of \$200 from the contract price per day for each day Builder works beyond this date. It is understood by Builder and the City that actual damages caused by Builder's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the City as payment by Builder of liquidated damages, and not as a penalty.

3. Compensation. City shall pay and Builder shall receive the contract price of \$ 72,000.00 as stipulated in the Notice of Award, attached to this contract as Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Builder under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Builder agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as Exhibit B and incorporated herein by this reference. Builder shall submit weekly progress reports to the Public Works Director or his designee showing actual costs incurred and work completed. Upon review and approval of the progress reports and draw requests by the Public Works Director or his designee, the City agrees to pay Builder the amounts shown on all draw requests, minus a ten percent (10%) retainage, no later than the fifteenth (15<sup>th</sup>) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Builder fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Builder does not make prompt and proper payments to subcontractors;
- D. Builder does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Builder is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the City , Builder's work is not progressing satisfactorily.

The City shall disburse the total retainage and the final draw request submitted by Builder upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The City its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Builder or otherwise; or for any damage to any property occurring during or resulting from the work. Builder shall indemnify the City, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from

causes other than the City's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

- A. The City Administrator or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the City materials furnished and work done as the work progresses.
- B. The City shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Builder shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the City, including soil and material tests.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Builder.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the City . All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the City or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Builder shall give the City timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Builder shall not commence work under this Agreement until Builder has obtained all insurance required under this section and the insurance has been approved by the City Administrator or his designee. Similarly, Builder shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. **Commercial General Liability Insurance:** At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. **Workers' Compensation and Employer's Liability:** Workers' compensation

insurance for all of Builder's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

- C. **Comprehensive Automobile Liability Insurance:** Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

The City of Salida shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. **Payment of Labor and Materials Bond.** To secure performance of Builder's obligations under this Agreement to its subcontractors and suppliers, Builder shall provide the City with a Payment of Labor and Materials Bond in the amount of the full contract price, or **\$72,000.00**. Prior to execution of this Agreement, the Builder shall provide the form of the Payment of Labor and Materials Bond to the City for its review and approval. The City shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the City Administrator. The Payment of Labor and Materials Bond shall be held by the City through the one year warranty period specified in Paragraph 13 below.

10. **Notice to Proceed.** Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the City fails to issue such Notice to Proceed within that time limit, Builder may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the City. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. **Compliance with Laws.** Builder and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the City, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. **Certificates and Permits.** Builder shall secure at Builder's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Builder shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Builder.

13. **Termination.** The City may, at its sole discretion, terminate this Agreement without liability in the event that Builder fails to provide the Performance Bond and/or Payment

of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The City may also, at its sole discretion, on one week's notice to Builder, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the City may have, when Builder defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion/Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the City and Builder. In the event that the City and Builder do not reach an agreement as to the date of substantial completion, the Salida City Council shall determine such date. Upon the date of substantial completion, Builder or its engineer shall certify in writing that the improvements have been completed in conformance with the plans and specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the City shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the City shall promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the City shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Builder shall warrant any and all improvements constituting the Project constructed for the City pursuant to this Construction Agreement for a period of twelve (12) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Builder shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

16. Corrections to Project. If, within one (1) year after the date of substantial completion, any of Builder's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Builder shall, at Builder's expense, correct it promptly after receipt of a written notice from the City to do so unless the City has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Builder as soon as practicable after the City discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The City may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Builder shall accept such modifications when ordered in writing by the City Administrator or his designee. Any such modifications shall not subject Builder to increased expense without equitable compensation, which compensation may be approved by the City pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the City Administrator or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the City in writing and sent to Builder.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

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

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

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

25. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would

render the provision valid, then the provision shall have the meaning which renders it valid.

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

If to the City: Robert Vance, 340 West Hwy 291, Salida 80201

If to Contractor: Ian Glas, 1002 North 11<sup>th</sup> Street, Gunnison, CO 81230

27. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

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

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

[BUILDER]:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

CITY OF SALIDA, COLORADO:

By \_\_\_\_\_  
Jack Lewis, City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

## Robert Vance

---

**From:** Mike Harvey [harvey@wwparks.com]  
**Sent:** Friday, April 09, 2010 11:25 AM  
**To:** 'Robert Vance'  
**Subject:** Climbing wall bids

Rob, after requesting additional costs and doing some research on the vendors I am going to recommend the City enter a contract with Integrated Design Solutions out of Gunnison. The "real" costs for the three viable bids were as follows:

1. Eldorado Walls: \$71,557 + \$2400 (minimum cost) for holds= **\$73,957**
2. Nicros: \$71,135 + \$1,230 (for on site review meeting which was included in the other two bids)=**\$72,356**
3. IDS: **\$72,000** (includes holds and fairly extensive design process including meetings in Salida at the site.

Furthermore I believe that IDS has the highest level of understanding of the needs of Salida, in particular they have the most creative concepts for providing climbing for children. Assuming the City has no issues with either their bonding or insurance materials I would recommend we go forward with IDS.

As far as the budget goes; I think I have \$2500 of the needed \$3500. I will know by the end of the day. If we just need to come up with an extra \$1500 I am very comfortable and would prefer not to reduce the scope. Let's talk budget on Monday. Thanks.

Mike Harvey, CFM, PMP  
REP, Salida  
[boaterparks.com](http://boaterparks.com)  
719-221-1710

## Robert Vance

---

**From:** Dara MacDonald [dmacdonald@cityofsalida.com]  
**Sent:** Monday, April 12, 2010 9:24 AM  
**To:** 'Rob Vance'  
**Subject:** FW: climbing wall  
**Attachments:** LWC\_ChaffeeCounty\_Logo-H-color.jpg

Rob,

You got the \$1,000. Can you get with Lisa about her questions below. I told her that we would include LiveWell in any press releases and signs that are placed at the site.

Dara

-----Original Message-----

**From:** Lisa Malde [mailto:lmalde@chaffeecounty.org]  
**Sent:** Monday, April 12, 2010 9:18 AM  
**To:** 'Dara MacDonald'  
**Subject:** RE: climbing wall

Yes! They approved it! Where should I have the check sent and who should it be made out to? I am attaching our logo for whoever will need it.

BTW, I can't ride today...I'm attending the El Pomar Youth Summit.

Lisa Malde, MURP, MUD  
Director, LiveWell Chaffee County

---

**From:** Dara MacDonald [mailto:dmacdonald@cityofsalida.com]  
**Sent:** Monday, April 12, 2010 9:06 AM  
**To:** 'Lisa Malde'  
**Subject:** climbing wall

Lisa,

Any luck on the \$1,000 towards the climbing wall?

*Dara MacDonald, AICP*  
Community Development Director  
448 E First Street, Suite 112  
Salida, CO 81201  
(719) 530-2629  
(719) 539-5271 - fax  
[www.cityofsalida.com](http://www.cityofsalida.com)

No virus found in this incoming message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 9.0.801 / Virus Database: 271.1.1/2806 - Release Date: 04/12/10 00:32:00



---

## CITY COUNCIL AGENDA ITEM

---

**MEETING DATE:** April 20, 2010

**AGENDA ITEM TITLE:** Award of the Precast Concrete Restroom Facility bid and – A resolution of the City Council of the City of Salida, Colorado, approving the contract between the City and UBC Precast Concrete Products for the design, construction, delivery and setup of the Prescott with Chase Precast Concrete Restroom.

**PRESENTED BY:** Jack Lewis, City Administrator

**REQUEST:** The request is to award the bid of the climbing wall and to approve the contract for construction with Integrated Design Solutions.

**BACKGROUND:**

There has been interest for several years in the creation of the next phase of the City's Whitewater Park in Riverside Park. A grant was applied for and awarded for the construction of these improvements. The improvements will be another attraction at our current Whitewater Park. These improvements are an economic benefit to our citizens as they bring in people from other areas to kayak and use our river.

The Whitewater Park and Greenway Phase 4 Project actually has several parts and each part was bid separately. The project includes the construction of new in-stream whitewater features and the maintenance of existing features and the construction of a retaining wall and trail in Riverside Park, known as the Whitewater Park improvements. Another part of the overall project is construction of an artificial climbing wall in Riverside Park. The third part of this project is the design, construction, delivery and setup of a precast concrete restroom known as the Prescott with Chase at the Boat Ramp. The project had a low bidder that could not produce liability insurance and therefore was not able to bond the project as required. The project then was negotiated with the second low bidder. Through this negotiation a final cost of the restroom facility was determined to be \$43,230.00. This includes the final design, construction, delivery and setup of the restroom structure. Additional costs of \$26,700 will be incurred for the site preparation through Public Works staff equaling a total cost of \$69,930 for the restroom project. These two items are under the grant budget for this part of the larger Whitewater Park and Greenway Phase 4 project. The recommendation is to award the restroom facility to UBC for the price of \$43,230.00.

**RECOMMENDED MOTION:**

A Council person should make a motion to approve “Resolution 2010-24 a resolution of the City Council of the City of Salida, Colorado, awarding the Precast Concrete Restroom facility and to approve the City Administrator to enter into a contract with UBC Precast Concrete Products for the design, construction, delivery and set up of the Prescott with Chase Precast Concrete Restroom Facility.”

Followed by a second and then roll call vote.

Attachments: Resolution 2010-24

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 24  
SERIES OF 2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A  
CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF SALIDA AND  
UBC PRECAST CONCRETE PRODUCTS.**

WHEREAS, the City of Salida, Colorado (the "City") has agreed to enter into a contract with UBC Precast Concrete Products ("UBC"), an Idaho company with a principal address of 464 West HWY 26, Blackfoot ID 83221, for the design, construction, and delivery and setup of the Prescott with Chase precast concrete restroom facility as part of the Whitewater Park and Greenway Phase 4 improvements; and

WHEREAS, the City agrees to pay UBC the sum of Forty-three Thousand Two Hundred Thirty Dollars (\$43,230.00) for the design, construction, delivery and setup of the Prescott with Chase Restroom facility, subject to the terms and conditions of the Construction Services Agreement to be executed by the parties.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Construction Services Agreement with UBC Precast Concrete Products for the Pre-fabricated Restroom Facility is hereby approved, and the City Administrator is authorized to sign the contract on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of April, 2010.

CITY OF SALIDA, COLORADO

[SEAL]

By \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

719-539-2480

| Arkansas River Whitewater Park & Greenway- Restroom |                                                                                                                                                                                                  |                                                                         |      |             |                  |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|------|-------------|------------------|
| Quantity and Bid Form                               |                                                                                                                                                                                                  |                                                                         |      |             |                  |
| Item Number                                         | Description                                                                                                                                                                                      | Estimated Quantity                                                      | Unit | Unit Price  | Item Total Price |
| 1                                                   | Restroom Facility: A two room flush restroom facility, complete with exterior and interior trim as stated in the RFP. Either a prefabricated concrete or an in-place split face block structure. | Lump Sum<br>NEW PRICE<br>REFLECTS<br>SHIPPING<br>DISCOUNT<br>\$1,400.00 | Each | \$37,210.00 | \$37,210.00      |
| 2                                                   | Freight: Freight of the facility to the accessible off load site in Salida, CO.                                                                                                                  | Lump Sum                                                                | Each | INCLUDED    | INCLUDED         |
| 3                                                   | Crane: Crane to offload the facility onto a customer prepared pad.                                                                                                                               | Lump Sum                                                                | Each | INCLUDED    | INCLUDED         |
| 4                                                   | Hookup to Utilities: Hook up of utility line from 12" off of the top of the pad to the building itself.                                                                                          | Lump Sum                                                                | Each | \$3,500.00  | \$3,500.00       |
| 5                                                   | Option: Heat in each restroom: Install a natural gas furnace and duct work into each room of the restroom facility. Furnace to be located in the utility change room.                            | Lump Sum<br>CHANGE TO CASE<br>GAS HEAT<br>ADD INSULATION                | Each | \$2,520.00  | \$2,520.00       |
| 6                                                   | Option: Drinking Fountains: Install drinking fountains (2) in front side of building between the two doors for restrooms.                                                                        | Lump Sum<br>DELETED                                                     | Each |             | 0                |
| 7                                                   | Option: Outside waste baskets: Install two outside waste basket locations on sides of building.                                                                                                  | Lump Sum<br>DELETED                                                     | Each |             | 0                |
|                                                     |                                                                                                                                                                                                  |                                                                         |      | Total Bid:  | \$43,230.00      |

\* UBC PRECAST AGREES TO THE ABOVE CHANGES, THANK-YOU  
 GREG HOSKINS, UBC PRECAST G.M.  
 [Signature]

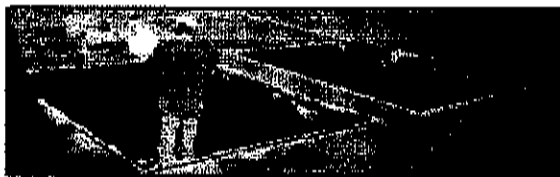
- Cleaning is made easy through hard durable finishes.
- Stainless Steel fixtures (right) are optional on Flush type units.

## CONCRETE

### MIX DESIGN:

UBC uses only the best components. Our standard mix design reaches over 5000 psi. (Higher strengths are optional). Concrete provides a long lasting, easy to clean surface. Two part epoxy paint on the reinforced 4 inch thick interior walls and 5 inch floor create a clean bright surface. Just wash it down with soap and water. The life of concrete far out performs other materials.

Concrete will not burn or rot and is highly vandal resistant.



DUAL VAULTS PREVENT CROSS VENTING BETWEEN THE

## FINISHES

### METAL WORK, STEEL DOORS and WINDOWS:

- Heavy gauge steel doors and windows.
- Primed and coated with two coats enamel.
- Door and Window frames are cast into the walls.
- Window glazing is 1/4 Lexan.

**EXTERIOR:** Shown below or custom finishes available.

**INTERIOR Walls & Floor of BUILDING:** Two-part gloss epoxy white on walls, gray color on floors.

**INTERIOR SURFACE OF TOILET VAULT:** Coal tar epoxy. ABS Liner with embeds or as specified.

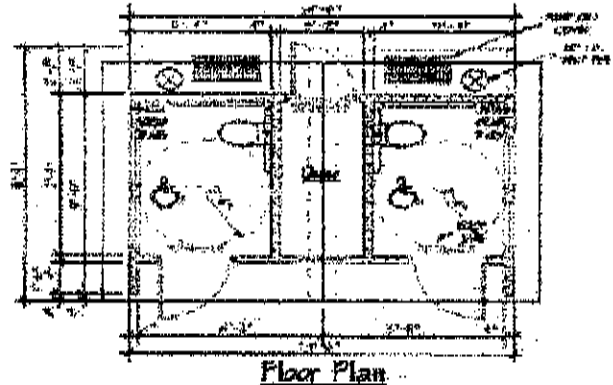
### ADA COMPLIANT LOCKSET and HARDWARE:

- Commercial Grade Lever Lock ADA compliant.
- Deadbolt available as optional equipment.
- Spring Hinges or door Closer.
- Louvers are cast into walls. Amneostat or equal.
- Satin Finish on all hardware.
- 60 inch unobstructed turning diameter

### AVAILABLE IN THESE TEXTURES:



## AVAILABLE IN FLUSH TYPE



**SIGN:** Signs are the standard recreational symbols as shown in photos. White on brown background, 12" x 12" with rounded corners. Signs are Lexan, 1/4 inch thick. Symbols on rear of sign.

**GRAB BARS:** Bars are stainless steel, 1-1/2".

**Polypethylene toilet riser.**

**Vent pipes:** allow free air flow from both vaults and prevent cross venting. Smell goes through the vent pipe and not in the building.



E-MAIL: [ubcprecast@msv.com](mailto:ubcprecast@msv.com)

Approved by:  Construction by 

**UBC**  
 PRECAST CONCRETE PRODUCTS  
 PRECAST CONCRETE / GENERAL CONSTRUCTION

454 West Hwy. 26  
 Blackfoot, ID 83221  
 (208) 684-2886  
 Fax: (208) 684-7955



## IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Yursa, Secretary of State

[ [New Search](#) ] [ [Back to Summary](#) ]

### UBC PRECAST

1274 CHARLYNN WAY  
BLACKFOOT, ID 83221

**Type of Business:** ASSUMED BUSINESS NAME

**Status:** CURRENT 09 Jun 2006

**State of Origin:** IDAHO

**Date of** 09 Jun 2006

**Origination/Authorization:**

**File Number:** D100739

### Original Filing:

**Filed 09 Jun 2006 ORIGINAL  
FILING**

[ [Help Me Print/View TIFF](#) ]

[View Image \(PDF format\)](#) [View  
Image \(TIFF format\)](#)

### Amendments:

[ [Help Me Print/View TIFF](#) ]

---

[Idaho Secretary of State's Main Page](#)

[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: [sosinfo@sos.idaho.gov](mailto:sosinfo@sos.idaho.gov)

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 21 day of April, 2010, by and between UBC Precast Concrete Products (hereinafter referred to as "Builder"), and the City of Salida, Colorado, a Colorado municipal corporation (hereinafter the "City").

### WITNESSETH:

WHEREAS, the City desires that Builder perform the duties of general contractor for the construction of certain improvements, namely the Prescott with Chase Precast Concrete Restroom Facility as part of Arkansas River Whitewater Park & Greenway – Phase 4 Project 2010 (hereinafter the "Project"); and

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

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

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Builder agrees to manage and supervise the design, construction and installation of the Prescott with Chase Precast Concrete Restroom Facility located at the Salida Boatramp in the City of Salida, Chaffee County, Colorado, as directed by the City and pursuant to the City of Salida Public Works Manual and according to the plans and specifications approved by the City. Builder shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement will begin no later than May 1, 2010, and shall be completed within 45 calendar days ("Completion Date"). The Completion Date may, at the City's sole discretion, be extended if approved by the City in writing, but in no event may the Completion Date extend beyond June 10, 2010. If, due to misconduct or neglect, Builder fails to complete the Project on or before the Completion Date, the City may deduct liquidated damages in the amount of \$200 from the contract price per day for each day Builder works beyond this date. It is understood by Builder and the City that actual damages caused by Builder's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the City as payment by Builder of liquidated damages, and not as a penalty.

3. Compensation. City shall pay and Builder shall receive the contract price of \$ 43,230.00 as stipulated in the Notice of Award, attached to this contract as Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Builder under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Terms of Payment. Builder agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as Exhibit B and incorporated herein by this reference. Builder shall submit weekly progress reports to the Public Works Director or his designee showing actual costs incurred and work completed. Upon review and approval of the progress reports, Public Works shall authorize payments as follows: 20% fifteen (15) days after Notice of Award, 40% after assembly but prior to delivery, 20% upon delivery and a successful setup, and 20% fifteen (15) days after Final Notice of Settlement.

Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Builder fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Builder does not make prompt and proper payments to subcontractors;
- D. Builder does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Builder is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the City , Builder's work is not progressing satisfactorily.

The City shall disburse the total retainage and the final draw request submitted by Builder upon acceptance of the Project as described in Paragraph I2 below.

5. Liability for Damages. The City its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Builder or otherwise; or for any damage to any property occurring during or resulting from the work. Builder shall indemnify the City, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from

causes other than the City's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

- A. The City Administrator or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the City materials furnished and work done as the work progresses.
- B. The City shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Builder shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the City, including soil and material tests.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Builder.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the City. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the City or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Builder shall give the City timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Builder shall not commence work under this Agreement until Builder has obtained all insurance required under this section and the insurance has been approved by the City Administrator or his designee. Similarly, Builder shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. **Commercial General Liability Insurance:** At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. **Workers' Compensation and Employer's Liability:** Workers' compensation

insurance for all of Builder's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

- C. **Comprehensive Automobile Liability Insurance:** Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

The City of Salida shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. **Payment of Labor and Materials Bond.** To secure performance of Builder's obligations under this Agreement to its subcontractors and suppliers, Builder shall provide the City with a Payment of Labor and Materials Bond in the amount of the full contract price, or **\$43,230.00**. Prior to execution of this Agreement, the Builder shall provide the form of the Payment of Labor and Materials Bond to the City for its review and approval. The City shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the City Administrator. The Payment of Labor and Materials Bond shall be held by the City through the one year warranty period specified in Paragraph 13 below.

10. **Notice to Proceed.** Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the City fails to issue such Notice to Proceed within that time limit, Builder may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the City. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. **Compliance with Laws.** Builder and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the City, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. **Certificates and Permits.** Builder shall secure at Builder's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Builder shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Builder.

13. **Termination.** The City may, at its sole discretion, terminate this Agreement without liability in the event that Builder fails to provide the Performance Bond and/or Payment

of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The City may also, at its sole discretion, on one week's notice to Builder, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the City may have, when Builder defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion/Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the City and Builder. In the event that the City and Builder do not reach an agreement as to the date of substantial completion, the Salida City Council shall determine such date. Upon the date of substantial completion, Builder or its engineer shall certify in writing that the improvements have been completed in conformance with the plans and specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the City shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the City shall promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the City shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Builder shall warrant any and all improvements constituting the Project constructed for the City pursuant to this Construction Agreement for a period of twelve (12) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Builder shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

16. Corrections to Project. If, within one (1) year after the date of substantial completion, any of Builder's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Builder shall, at Builder's expense, correct it promptly after receipt of a written notice from the City to do so unless the City has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Builder as soon as practicable after the City discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The City may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Builder shall accept such modifications when ordered in writing by the City Administrator or his designee. Any such modifications shall not subject Builder to increased expense without equitable compensation, which compensation may be approved by the City pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the City Administrator or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the City in writing and sent to Builder.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

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

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

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

25. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would

render the provision valid, then the provision shall have the meaning which renders it valid.

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

If to the City: Robert Vance, 340 West Hwy 291, Salida, CO 81201

If to Contractor: Greg Hoskins, 464 West Hwy 26, Blackfoot, ID 83221

27. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

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

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

[BUILDER]:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

CITY OF SALIDA, COLORADO:

By \_\_\_\_\_  
Jack Lewis, City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk



CITY OF SALIDA  
CITY COUNCIL AGENDA ITEM

MEETING DATE: April 20, 2010

AGENDA ITEM TITLE: Increasing the Fee for Vehicle Identification Number Inspections to Comply with State Statute

PRESENTED BY: Jan Schmidt, Finance & Administrative Services Director

AGENDA SECTION: Scheduled Items

CAN THIS ITEM BE RESCHEDULED: NO

BACKGROUND REVIEW:

For the past several years the City of Salida has charged \$5.00 for vehicle identification number (VIN) inspections; however, the Colorado Revised Statutes, specifically, C.R.S. §42-5-203, states that the fee collected shall be \$20.00. This resolution corrects an oversight and adjusts the City's fees to comply with the state law.

The statute also specifies that the fees collected are to be credited to a special fund maintained by the City for use by the Salida Police Department in administering and enforcing traffic laws including costs to train and certify inspectors. However, the statute also provides "that the governing body of the local government, acting by resolution or ordinance, may order the fees be paid into the general fund of the local government." It is much more efficient (and, therefore, less costly) to have fewer special funds that must be administered and accounted for separately. Accordingly, the resolution prepared for the council's approval includes a provision to pay the fees into the general fund. I would also like to note that the City of Salida spends substantially more to enforce traffic laws than the revenue generated by performing VIN inspections. We estimate annual revenue has averaged about \$1,000 in the past few years.

Action:

Make a motion to pass RESOLUTION 2010 – 25, a Resolution of the City Council of the City of Salida, Colorado increasing the fee for vehicle identification number inspections to comply with state statute.

Followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 25  
SERIES OF 2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
INCREASING THE FEE FOR VEHICLE IDENTIFICATION NUMBER INSPECTIONS TO  
COMPLY WITH STATE STATUTE.**

WHEREAS, the City of Salida currently charges the fee of \$5.00 for vehicle identification number ("VIN") inspections, but C.R.S. §42-5-203 states that the fee collected shall be \$20.00; and

WHEREAS, C.R.S. §42-5-203 further states that the VIN inspection fees shall be credited to a special fund maintained by the City unless the City orders by resolution that the fees be paid into its general fund; and

WHEREAS, the Salida City Council wishes to comply with state statute and increase its VIN inspection fee from \$5.00 to \$20.00, which fees shall be paid into the City's general fund.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. In compliance with C.R.S. §42-5-203, the Salida City Council hereby increases the City's VIN inspection fee from \$5.00 per inspection to \$20.00 per inspection. All VIN inspection fees collected shall be paid into the City's general fund.

RESOLVED, APPROVED AND ADOPTED this 20<sup>th</sup> day of April, 2010.

CITY OF SALIDA

By:

\_\_\_\_\_  
Charles Rose, Mayor

[SEAL]  
ATTEST:

\_\_\_\_\_  
City Clerk



CITY OF SALIDA  
CITY COUNCIL AGENDA ITEM

MEETING DATE: April 20, 2010  
AGENDA ITEM TITLE: Dog Park Amendments  
PRESENTED BY: Jan Schmidt, Finance & Administrative Services Director  
AGENDA SECTION: Scheduled Items  
CAN THIS ITEM BE RESCHEDULED: NO

BACKGROUND REVIEW:

The City Council approved at the August 4, 2009 meeting three agreements that established the City's first off-leash dog park. These were the following:

1. A Real Property Lease between the R-32-J Salida School District and the City of Salida
2. A Memorandum of Understanding by and between the City of Salida, Salida Dog Club, and R-32-J Salida School District for the Salida Dog Park
3. An Operations and Maintenance Service Level Agreement with the Salida Dog Club

The dog park has been well received by the community and the City has been pleased with the responsibility shown by the Dog Club in maintaining the park. Having an off-leash park has met one of the high priorities for the community as identified in a 2008 Parks, Recreation, Trails and Open Space Master Plan that provided an assessment, vision and action plan for implementing future projects.

The agreements that established the dog park defined a 3/4 acre parcel of land bordered by the Ben Oswald Soccer Field parking lot, the Salida Trail, Holman Street, and the soccer equipment shed for use as the Salida Dog Park. It was also understood by the parties that users of the dog park would have shared access to the soccer field parking lot.

After questions arose with respect to the maintenance of the parking lot, the parties agreed that the City needed a leasehold interest in the parking lot as well as in the area actually being used as the dog park in order to have insurance coverage for the parking lot in the event it was ever needed.

As a result of the change in the definition of property being leased by the City, the agreement that outlines operations and maintenance also needs to be updated.

**7a. & 7b**

Action:

Two motions are required for this agenda item.

1. Make a motion to pass RESOLUTION 2010 – 26, a Resolution of the City Council of the City of Salida, Colorado approving the first amendment to the Operations and Maintenance Service Level Agreement with the Salida Dog Club.
2. Make a motion to pass RESOLUTION 2010 – 27, a Resolution of the City Council of the City of Salida, Colorado approving the real property lease between the R-32-J Salida School District, as Lessor, and the City of Salida, Lessee, for the Salida Dog Park.

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 26  
SERIES OF 2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE FIRST AMENDMENT TO REAL PROPERTY LEASE BETWEEN THE R-32-J SALIDA SCHOOL DISTRICT, AS LESSOR, AND THE CITY OF SALIDA, AS LESSEE, FOR THE SALIDA DOG PARK.**

WHEREAS, by Resolution No. 39, Series of 2009, the Salida City Council approved a real property lease with the R-32-J Salida School District ("School District"), as Lessor, for property identified as an approximately three-quarter (3/4) acre parcel of land bordered by the Ben Oswald Soccer Field parking lot, the Salida Trail, Holman Street, and the soccer equipment shed for use as an off-leash dog park (the "Dog Park"); and

WHEREAS, the City and School District now wish to amend the terms of the real property lease to include the Ben Oswald Soccer Field parking lot (the "Parking Lot") as part of the subject property; and

WHEREAS, the Salida City Council finds the best interests of the citizens of Salida will be served by entering into First Amendment to Real Property Lease, a copy of which is attached hereto and incorporated herein as Exhibit A, to include the Parking Lot.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby approves the First Amendment to Real Property Lease for the Salida Dog Park with the R-32-J Salida School District attached hereto as Exhibit A and authorizes the Mayor and the City Clerk to execute the Agreement on behalf of the City.

RESOLVED, APPROVED AND ADOPTED this 20th day of April, 2010.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Charles Rose, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**FIRST AMENDMENT TO  
REAL PROPERTY LEASE**

THIS FIRST AMENDMENT TO REAL PROPERTY LEASE is made and entered into this \_\_\_ day of April, 2010, by and between the R-32-J SCHOOL DISTRICT (the "Lessor") and the CITY OF SALIDA, COLORADO (the "Lessee");

**WITNESSETH:**

WHEREAS, the City and School District have entered into a lease agreement dated August \_\_, 2009 (the "Lease Agreement") for property identified as an approximately three-quarter (3/4) acre parcel of land bordered by the Ben Oswald Soccer Field parking lot, the Salida Trail, Holman Street, and the soccer equipment shed for use as an off-leash dog park (the "Dog Park" or "Property"); and

WHEREAS, the City and Dog Club also entered into an Operations and Maintenance Service Level Agreement dated August \_\_, 2009 memorializing the City's terms and conditions for the Dog Club's operation and maintenance of the Dog Park (the "Maintenance Agreement"); and

WHEREAS, the City and School District now wish to amend the terms of the Lease Agreement to include the Ben Oswald Soccer Field parking lot (the "Parking Lot") as part of the subject Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Inclusion of Parking Lot to Lease Property. Lessor and Lessee agree that the Property subject to the terms of the Lease Agreement shall include the Ben Oswald Soccer Field Parking Lot. The Parking Lot will continue to be used as a shared parking facility for the Dog Park and the soccer facilities.
3. No Further Modifications. Except as expressly modified herein, all terms and conditions of the Lease Agreement between Lessor and Lessee shall remain in full force and effect.
4. Severability. If any covenant, term, condition or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such covenant, term condition or provision shall be severed or modified to the extent necessary to make it enforceable and the resulting Agreement shall remain in full force and effect.
5. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease on the day and year first written above.

**R-32-J SALIDA SCHOOL DISTRICT**

By \_\_\_\_\_  
Title \_\_\_\_\_

**CITY OF SALIDA, COLORADO**

\_\_\_\_\_  
Charles Rose, Mayor

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 27  
SERIES OF 2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
APPROVING THE FIRST AMENDMENT TO OPERATIONS AND MAINTENANCE  
SERVICE LEVEL AGREEMENT WITH THE SALIDA DOG CLUB.**

WHEREAS, by Resolution No. 41, Series of 2009, the Salida City Council approved an Operations and Maintenance Service Level Agreement (the "Maintenance Agreement") with the Salida Dog Club ("Dog Club") whereby the Dog Club was charged with primary maintenance of and responsibility for the Salida Dog Park, under the supervision of City personnel; and

WHEREAS, by Resolution No. 26, Series of 2010, the City Council amended the description of the Dog Park property leased from the R-32-J School District to include the Ben Oswald Soccer Field parking lot, a facility used commonly by users of the Dog Park and soccer field; and

WHEREAS, the City and Dog Club wish to address maintenance and operations terms for the parking lot by approving the First Amendment to Operations and Maintenance Service Level Agreement attached hereto as Exhibit A and incorporated herein by this reference.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby approves the First Amendment to Operations and Maintenance Service Level Agreement for the Salida Dog Park attached hereto as Exhibit A and authorizes the Mayor and the City Clerk to execute the Agreement on behalf of the City.

RESOLVED, APPROVED AND ADOPTED this 20<sup>th</sup> day of April, 2010.

CITY OF SALIDA, COLORADO

\_\_\_\_\_  
Charles Rose, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**First Amendment to  
Operations and Maintenance Service Level Agreement  
Salida Dog Park**

THIS FIRST AMENDMENT TO OPERATIONS AND MAINTENANCE SERVICE LEVEL AGREEMENT is made and entered into this \_\_\_ day of April, 2010, by and between THE CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and THE SALIDA DOG CLUB, a Colorado not-for-profit corporation (“Dog Club”).

WITNESSETH:

WHEREAS, the City, Dog Club and R-32-J Salida School District (the “School District”) entered into a Memorandum of Understanding dated August \_\_, 2009 whereby a collaborative relationship between the three parties was established and defined for the development, operation and maintenance of a dog park; and

WHEREAS, the City and School District have entered into a lease agreement dated August \_\_, 2009 (the “Lease Agreement”) for property identified as an approximately three-quarter (3/4) acre parcel of land bordered by the Ben Oswald Soccer Field parking lot, the Salida Trail, Holman Street, and the soccer equipment shed for use as an off-leash dog park (the “Dog Park” or “Property”); and

WHEREAS, the City and Dog Club also entered into an Operations and Maintenance Service Level Agreement dated August \_\_, 2009 memorializing the City’s terms and conditions for the Dog Club’s operation and maintenance of the Dog Park (the “Maintenance Agreement”); and

WHEREAS, in April 2010, the City and School District amended the Lease Agreement for the Property to include the Ben Oswald Soccer Field parking lot (the “Parking Lot”) as part of the subject Property; and

WHEREAS, the Dog Club has maintained the Dog Park since August 2009, and the City and Dog Club wish to set forth their mutual understanding and agreement concerning maintenance of the

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Maintenance of Parking Lot. The Dog Club shall assume shared responsibility for maintaining the Parking Lot on the Property under the oversight of City personnel and agrees to exercise reasonable standards of care at all times in undertaking such work. Except as otherwise provided, the Dog Club, at the Dog Club’s sole expense, shall maintain the Parking

Lot and all improvements in good condition, including the eradication of weeds, and maintenance of landscaping, if any; shall make any and all proper or necessary repairs, alterations and replacements to the Parking Lot; and shall keep and maintain the Parking Lot in clean and good order, condition and repair, free of refuse, and in compliance with all applicable laws, regulations and ordinances of public authorities, whether now in effect or hereafter adopted or issued. The City and Dog Club acknowledge that maintenance of the Parking Lot shall be shared with the soccer club(s) utilizing the Ben Oswald Soccer Field, and the Dog Club agrees to work cooperatively with such organization(s) to establish a maintenance schedule and guidelines for the Parking Lot acceptable to both parties.

3. No Exclusive Use of Parking Lot. The Dog Club acknowledges that use of the Parking Lot, which also provides parking for the Ben Oswald Soccer Field, is not exclusive to Dog Club members or Dog Park users, but shall instead be available to all community members utilizing the soccer field and Dog Park premises on a first come, first served basis. The Dog Club further agrees that access to the Ben Oswald Soccer Field through the Parking Lot shall not be blocked to pedestrian ingress or egress through any action of the Dog Club.

4. No Further Modifications. Except as expressly modified herein, all terms and conditions of the Agreement between the Dog Club and the City shall remain in full force and effect.

5. Severability. If any covenant, term, condition or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such covenant, term condition or provision shall be severed or modified to the extent necessary to make it enforceable and the resulting Agreement shall remain in full force and effect.

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

7. Entire Agreement. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein.

WHEREFORE, the parties have executed this Agreement effective as of the date first written above.

SALIDA DOG CLUB

---

Laura Pintane, President

CITY OF SALIDA, COLORADO





**CITY COUNCIL AGENDA ITEM**

---

MEETING DATE: April 20, 2010

AGENDA ITEM TITLE: A resolution of the City Council of the City of Salida authorizing the City administrator to enter into a professional services agreement the City of Salida, Chaffee County and Jviation.

PRESENTED BY: Jack D. Lewis, City Administrator

**REQUEST:**

The City and Chaffee County as owners of the Municipal airport need to engage from time to time various consultants to perform tasks as required by the Federal Aviation Administration (FAA). Such is the case here. The airports general master plan needs updated and the airport is in line for funding of a major runway overlay in federal fiscal year 2011. Five firms were interviewed by City and County personnel. Jviation after checking references is being recommended as the choice of the committee. Jviation is currently engaged in Alamosa, Buena Vista and Gunnison in the same capacity as is being considered here.

**RECOMMENDATION:**

Staff recommends approving the resolution authorizing the City Administrator to enter into a professional services agreement with Jviation.

**ACTION:**

A Council person should make a motion "to approve Resolution No. 28, 2010, a resolution of the City Council of the City of Salida authorizing the City Administrator to enter into a professional services agreement with Chaffee County and Jviation."

Followed by a second, and then a roll call vote.

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 28  
SERIES OF 2010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL  
SERVICES CONTRACT BETWEEN AND AMONG THE CITY OF SALIDA, CHAFFEE  
COUNTY, AND JVIATION, INC.**

WHEREAS, the City of Salida, Colorado (the "City") and Chaffee County (the "County"), two distinct government bodies, by and through their respective Governing Boards, have agreed to enter into an airport consulting agreement with Jviation, Inc. ("Jviation"); and

WHEREAS, as detailed in the professional services agreement prepared by the County, Jviation will provide airport consulting services for the Harriet Alexander Field, a facility jointly owned and operated by the City and County; and

WHEREAS, the Salida City Council wishes to authorize the execution of a professional services agreement with Jviation by the Salida City Administrator.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The professional services agreement with Jviation, Inc. for airport consulting services is hereby approved, and the City Administrator is authorized to sign the contract on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of April, 2010

CITY OF SALIDA, COLORADO

[SEAL]

By \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**April 13, 2010**

**Airport Consultant Recommendation - Harriet Alexander Field**

After conducting interviews with five consulting firms for providing the airport consulting services for Harriet Alexander Field on March 18, 2010, the interview committee which was made up of representatives from the City of Salida and Chaffee County including Jack Lewis, Jay Moore, Dan Short, Carl Hasselbrink, and myself recommends Aviation Engineering and Planning for Airport Consulting Services for Harriet Alexander Field.

Based upon the information provided and the interview of the interested parties, the committee feels that Aviation will provide the following:

- Has proven experience with high altitude airports
- Is accustomed to working with multiple parties/co-owners
- Understands and is well versed in FAA and CDOT policies, rules, regulations
- Promotes safety and has an excellent safety record
- Is reliable and provides excellent customer service
- Proven reputation and professional integrity

We are requesting that the Chaffee County Commissioners formally motion to accept the recommendation of the Airport Consultant Interview Committee.

Submitted by

**Robert Christiansen**  
**Interview Committee Member**



## MEMORANDUM

TO: Honorable Mayor Rose and City Council  
FROM: Jack D. Lewis, City Administrator  
DATE: April 20, 2010  
SUBJECT: Administrator's Report

---

The following items are submitted for your action or consideration as indicated.

1. Dominick Well change order. As you are aware the well that the City was installing at the Dominick property per the exchange decree has encountered problems. To rectify the situation additional work needed to be preformed prior to the water level in the Arkansas River rising to a point where we would have to wait until fall and low water. The change order amount is \$5362.00. The original budget for the project was \$33,000.00. The initial contract with DSI was for \$23,675. With the current change order the project total is \$29,037. I would appreciate a motion to approve the change order with DSI for \$5362.00.
2. Galleries Water Tank roof replacement change order. After the old roof was removed and the walls to the reservoir were exposed and evaluated by the City Engineer. The original contract anticipated that \$5,000.00 would cover the work necessary to rebuild the walls for the new roof. Unfortunately the walls were in a bit rougher state and it is going to take an additional \$3873 to address the walls for the new roof. I would appreciate a motion to approve the change order with B and M roofing for \$3873.00.



April 14, 2010

**Mr. Craig Applegate**  
**Applegate Group, Inc.**  
 118 West 6<sup>th</sup> Street, Suite 100  
 Glenwood Springs, CO 81601

**Re: Dominick Pump Station**  
 Modify Wet Well and Add New Piping & Intake Structure in River  
 COP 01R1

Craig:

Attached please find our revised cost proposal for the above referenced work in the amount of \$5,362.00. A detailed breakdown is included for your convenience.

Please note that time is of the essence: the river is rising daily, increasing the difficulty of this work. In addition, there is more rain predicted for later in the week – and as we have discussed, the little rain we had the other night turned the clay-based soil to “grease.”

Please do not hesitate to call if you have any questions, comments or require additional information.

Respectfully,

Mike Cooper  
 Project Manager

Approved by:

Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

City of Salida: \_\_\_\_\_ Date: \_\_\_\_\_



Page 2










Page 2

| QTY  | DESCRIPTION                                            | UNIT  | LABOR  | MATERIAL | SUBCOM   |
|------|--------------------------------------------------------|-------|--------|----------|----------|
| 2.00 | 2 Over-Excavate for Wall Aprons & Wet Wall Foundations | 1 ea  | 68.44  |          |          |
| 2.00 | 2 Dig-Hole & Survey Elevations                         | 1 ea  | 68.44  |          |          |
| 1.50 | 2 Backfill Excav. Aprons & Wetfoot                     | 1 ea  | 48.83  |          |          |
| 1.00 | 1 Lead & Return's Manhole Section                      | 1 ea  | 33.22  | 20.00    |          |
| 0.70 | 0 Plug & Grout Wall Penetration                        | 57 ea | 3.52   |          |          |
| 0.90 | 1 Seal Manhole Joints w/Dyn-Seal                       | 2 ea  | 18.81  | 1.25     | 71.25    |
| 1.00 | 1 Mass Wet Wall w/bs & PCO Shield                      | 1 ea  | 33.22  | 50.35    | 100.78   |
| 0.90 | 1 Cut Near 3" Pipe Penetration                         | 2 ea  | 18.81  | 80.00    | 96.08    |
| 0.25 | 1 Grout Near 3" Pipe Penetration                       | 2 ea  | 8.31   |          |          |
| 2.00 | 2 Additional Grout (Due to Shifting)                   | 1 ea  | 68.44  | 4.75     | 9.50     |
| 0.25 | 0 Drill 1/4" Wrench Hole at Pump                       | 1 ea  | 8.31   | 35.00    | 35.00    |
|      |                                                        |       |        |          |          |
|      | Wet Piping & Manhole Structures                        |       |        |          |          |
| 0.25 | 0 Cut & Repair River Foundation                        | 1 ea  | 8.31   | 5.00     | 5.00     |
| 0.90 | 2 Plug Through Excavation                              | 2 ea  | 3.52   |          |          |
| 0.05 | 1 Bed Through unreinforced Material                    | 2 ea  | 1.86   |          |          |
| 0.00 | 1 3" PVC Pipe                                          | 3 ea  | 0.83   | 2.00     | 40.08    |
| 1.80 | 1 Spread Through with/bs Material                      | 1 ea  | 33.22  | 1.83     | 64.08    |
| 1.80 | 1 Plug Grout & Compact                                 | 1 ea  | 33.22  |          |          |
| 0.25 | 0 Seal w/Grout Penetration                             | 1 ea  | 8.31   |          |          |
| 0.25 | 0 3" PVC Red Valve                                     | 1 ea  | 8.31   | 5.00     | 5.00     |
| 1.00 | 1 Manhole Necking Exp. w/Well Brackets                 | 1 ea  | 33.22  | 384.78   | 384.78   |
| 2.00 | 2 Excavate River Bottom                                | 1 ea  | 68.44  | 25.00    | 25.00    |
|      |                                                        |       |        |          |          |
| 4.00 | 4 Pre-Cast Catch Basins w/QUI/Guide                    | 1 ea  | 182.88 | 424.00   | 424.00   |
| 1.00 | 1 Manhole Cell CB in Concrete Aprons                   | 1 ea  | 33.22  | 758.00   | 758.00   |
| 0.80 | 1 Manhole Brightness Bar Screen                        | 1 ea  | 18.81  |          |          |
| 0.90 | 1 Cut 3" Pipe Penetration                              | 2 ea  | 18.81  | 4.75     | 9.50     |
| 2.00 | 2 Plug Catch Basins in River                           | 1 ea  | 68.44  |          |          |
| 1.00 | 1 Well Cell Manhole Protection COI                     | 1 ea  | 33.22  |          |          |
| 1.00 | 1 Clear Manhole Plug at River Bank                     | 1 ea  | 33.22  | 38.00    | 38.00    |
| 1.00 | 1 Backfill w/Grout River Bottom                        | 1 ea  | 33.22  |          |          |
|      |                                                        |       |        |          |          |
|      | Division 05 - Concrete                                 |       |        |          | 4,088.83 |
|      |                                                        |       |        |          |          |
|      | Division 04 - Masonry                                  |       |        |          |          |
|      |                                                        |       |        |          |          |
|      | Division 05 - Metals                                   |       |        |          |          |
|      |                                                        |       |        |          |          |
|      | Division 05 - Wood & Plastics                          |       |        |          |          |
|      |                                                        |       |        |          |          |

Page 1

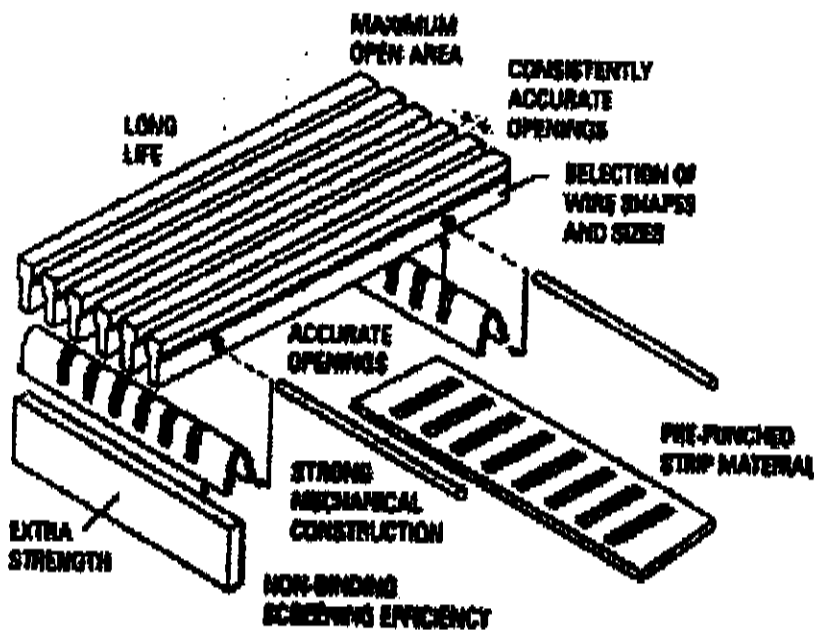
| Division                           | Quantity | Unit | Rate | Amount      | Material    | Equipment | Subcontract |
|------------------------------------|----------|------|------|-------------|-------------|-----------|-------------|
| Division #7 - Thermal & Mechanical |          |      |      |             |             |           |             |
| Division #8 - Doors and Windows    |          |      |      |             |             |           |             |
| Division #9 - Finishes             |          |      |      |             |             |           |             |
| Division #10 - Electrical          |          |      |      |             |             |           |             |
| Division #11 - Furnishings         |          |      |      |             |             |           |             |
| Division #14 - Equipment           |          |      |      |             |             |           |             |
| Division #16 - Mechanical          |          |      |      |             |             |           |             |
| Division #18 - Electrical          |          |      |      |             |             |           |             |
| <b>TOTALS</b>                      |          |      |      |             |             |           |             |
|                                    |          |      |      | \$ 1,773.07 | \$ 2,128.78 | \$ 885.08 | \$ 4,787.39 |
| <b>SUBTOTAL</b>                    |          |      |      | \$ 4,787.39 |             |           |             |
| <b>CHRP</b>                        |          |      |      | \$ 574.43   |             |           |             |
| <b>TOTAL</b>                       |          |      |      | \$ 5,361.82 |             |           |             |

**Profile Bar**

| PROFILE BAR              |  |  |  |  |  |  |  |  |  |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| BAR WIDTH                | .060                                                                              | .082                                                                              | .083                                                                              | .140                                                                              | .160                                                                              | .187                                                                              | .108                                                                                | .140                                                                                | .187                                                                                |
| BAR HEIGHT               | .750                                                                              | .375                                                                              | .290                                                                              | .375                                                                              | .380                                                                              | .500                                                                              | .375                                                                                | .453                                                                                | .500                                                                                |
| CAP HEIGHT               | .093                                                                              | .083                                                                              | .093                                                                              | .125                                                                              | .125                                                                              | .158                                                                              | .125                                                                                | .156                                                                                | .194                                                                                |
| STANDARD SUPPORT SPACING | 2.750                                                                             | 2.780                                                                             | 2.780                                                                             | 2.750                                                                             | 2.780                                                                             | 4.125                                                                             | 2.750                                                                               | 2.780                                                                               | 4.125                                                                               |

304, 316L STAINLESS OR 6061 ALUMINUM (B5 & B12)

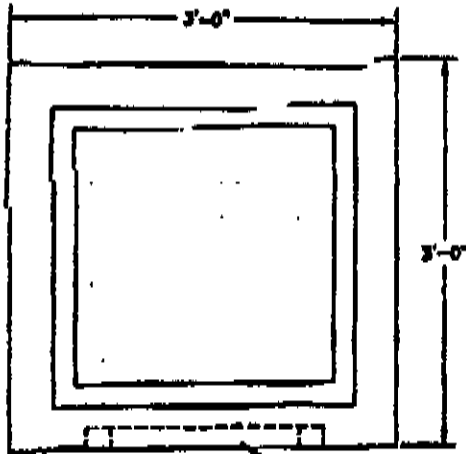
ADA COMPLIANT FOR HEAVY DUTY AND PEDESTRIAN TRAFFIC



SCREEN

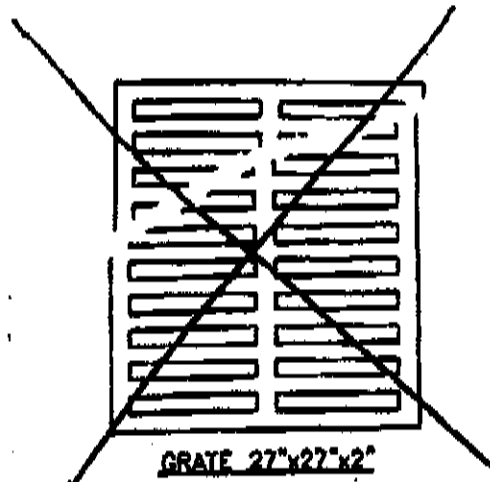
*M. W. Cooper*

8499

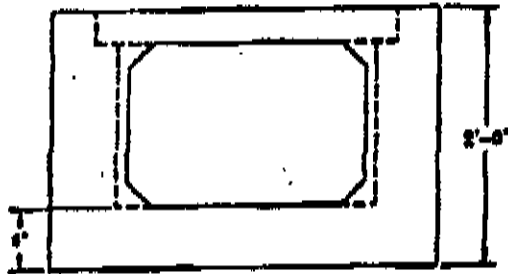


PLAN VIEW

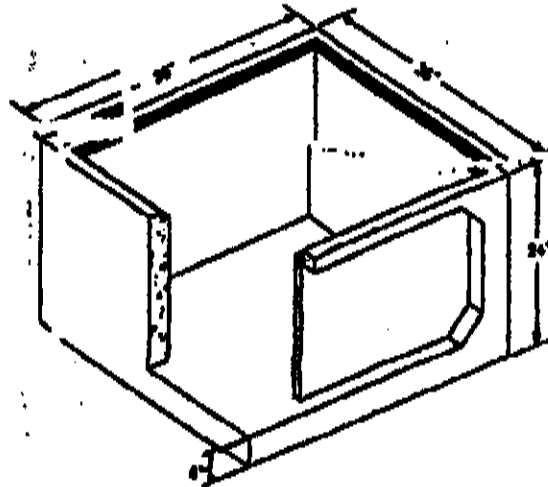
3/4" BORE OF  
OF ONE SIDE



~~GRATE 27" X 27" X 2"~~



ELEVATION VIEW



24" X 24" CATCH BASIN

**Legend:**  
 Type I/II cement with fly ash. 4000 psi concrete at 28 days.  
 Reinforcing per FPC engineering.  
 Weight: 2,040 lbs.

|                       |     |                       |         |
|-----------------------|-----|-----------------------|---------|
| PRECAST               |     | PRECAST               |         |
| 24" X 24" CATCH BASIN |     | 24" X 24" CATCH BASIN |         |
| FOR                   | FPC | 1-1                   | 8-22-07 |

CHANGE ORDER

ORDER NO: 1

Change order issue date: 4-05-2010

AGREEMENT DATE: \_\_\_\_\_

NAME OF PROJECT: Galleries Water Tank Roofing Project  
OWNER: City of Salida Colorado  
CONTRACTOR: B & M Roofing

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1. Remove and replaced failed masonry block walls between pre-cast twin tee stems in 8 locations as identified in the field. Form and place 3500 psi concrete with 3/8" aggregate in place of the masonry. Strip and remove all forms after concrete has cured.

Install a screened metal vent to match the existing vent. New vent to be installed between twin tee stems in the north east corner of the tank. New location to be where masonry is failing.

Total cost for concrete work and new vent, as proposed = \$4337.00

- 2. Furnish and install the revised edge metal detail using 20 gauge galvanized metal as well as furnish and install new 2x10 or 2x12 wood fascia on the pump house. Wood will be painted by the City.

Total cost for item 2 = \$4,536.00

The costs above shall include Davis Bacon or Prevailing wages, all tools labor and equipment.

Note\* \$5000.00 of the total cost for the additional work noted above (\$8873.00) is currently in the bid schedule (bid item 4). Therefore, the net change to the contract amount is \$3873.00

Justification:

It was not possible to see the conditions of the masonry prior to draining the tank and removing the old roofing material. The masonry is filler between the pre-cast twin tee stems and also acts as support for the exterior stucco currently around the water tank edge. The most cost effective and timely repair method would be to fill this space with poured in place concrete.

The wood fascia on the pump house has deteriorated to the point that now is a good time to replace. The new roofing material needs to be tied into this fascia and therefore new material is recommended.

Change to CONTRACT price: \$ 3873.00

Original CONTRACT price: \$ 110,565.00

Current CONTRACT price adjusted by previous CHANGE ORDER(s):  
\$ 966.00 (Extended Warranty)  
New Contract Amount: \$111,531.00

The CONTRACT price due to this CHANGE ORDER will be increased by:  
\$ 3873.00

The new CONTRACT price including this CHANGE ORDER will be:

\$ 115,404.00

Change to CONTRACT time:

The CONTRACT TIME will be (increased)(decreased) by 7 calendar days.

The original date for completion of all WORK: May 3, 2010

Revised date per this change request is: May 10, 2010 \_

(Date)

Approvals Required:

|             |                          |                  |
|-------------|--------------------------|------------------|
| Contractor: | <u>Scott C. Fambolt</u>  | <u>4/14/2010</u> |
| Engineer:   | <u>Harold E. Burgess</u> | <u>4/14/2010</u> |
| Owner:      | <u>Jack Lewis</u>        | <u>4/14/2010</u> |



**CITY OF SALIDA  
CITY COUNCIL AGENDA ITEM**

---

**MEETING DATE:** April 20, 2010  
**AGENDA ITEM TITLE:** Deputy City Clerk Report  
**PRESENTED BY:** Janelle Martinez, Deputy City Clerk  
**AGENDA SECTION:** Reports

Twelve water samples were submitted dated 3/1/10(2), 3/8/10(1), 3/9/10(2), 4/5/10(2), 4/6/10(2), 4/12/10 (1), and 4/12/10 (2). All tested safe as reported by the Colorado Department of Health.

A meeting to discuss City liquor licensee compliance efforts was held with Police Chief Terry Clark, Lieutenant John Hall, Administrator Lewis and me. A Police Inspection Sheet has been implemented in the city review process for all liquor license renewal applications. This process was added to help us in our efforts to ensure compliance by our local liquor licensees. A copy of the inspection form is included for Council review.

Update-  
Liquor License renewals were sent to the Colorado Department of Revenue, Liquor Enforcement Division are listed.

- Café Dawn, LLC dba Café Dawn,
- Boathouse Canitna, LLC dba Boathouse Cantina
- Salida Spa, Inc. dba Country Bounty
- Ortiz, Inc. dba Back Roads Grill
- Pester Marketing Co. dba 1<sup>st</sup> Stop

City property use requests continue to come in. These requests will be placed on the consent agenda for Council approval following department approvals.

If you have any questions, please feel free to call me at 530-2630 or stop by anytime.



**SALIDA POLICE DEPARTMENT**  
**LIQUOR LICENSE INSPECTION**

LICENSEE: Pester Marketing Company dba 1<sup>st</sup> Stop

LICENSE TYPE 3.2% Beer Retail license (OFF PREMISES)

STATE # - \_\_\_\_\_ ADDRESS: 337 West 1<sup>st</sup> Street, Salida, CO 81201

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

EMPLOYEE CONTACTED: \_\_\_\_\_

STATE LIQUOR LICENSE POSTED: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

CITY LIQUOR LICENSE POSTED: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

STATE/CITY TAX LICENSE POSTED: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

AGE RESTRICTION SIGN DISPLAYED: YES \_\_\_ NO \_\_\_ # OF SIGNS \_\_\_\_\_

MEALS OR SNACKS AVAILABLE: YES \_\_\_ NO \_\_\_

MANAGER REGISTERED WITH AUTHORITIES: \_\_\_\_\_

PREMISES PHYSICAL CONTROL ADEQUATE, INCLUDING OUTDOOR AREAS:

\_\_\_\_\_

**SUMMARY:**

On \_\_\_\_\_, a Liquor License Inspection for \_\_\_\_\_, located at the business address of \_\_\_\_\_ was conducted. I made contact and introduced myself to \_\_\_\_\_, before conducting the inspection.

OBSERVATIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
INSPECTING OFFICER *signature*

\_\_\_\_\_  
DATE AND TIME



## Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

---

City of Salida

PO Box 417

Salida CO 81201

**Sample:** 10-1098                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** J. Watts                      3/1/2010                      2:20:00 PM #12                      Routine Distribution  
**Address:** 8th & I Street                      office sink                      **County:** Chaffee  
**Chlorine Residual:** 0.56mg/L  
**Received By:** Billings                      3/2/2010                      1:25:00 PM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 3/4/2010                      2:00:00 PM                      **Analyst:** Davis

---

City of Salida

PO Box 417

Salida CO 81201

**Sample:** 10-1099                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** J. Watts                      3/1/2010                      2:35:00 PM #14                      Routine Distribution  
**Address:** 520 Milford St.                      breakroom sink                      **County:** Chaffee  
**Chlorine Residual:** 0.39mg/L  
**Received By:** Billings                      3/2/2010                      1:25:00 PM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 3/4/2010                      2:00:00 PM                      **Analyst:** Davis

---

Wednesday, March 03, 2010

Page 1 of 1

**Note: compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.**

**Sampling instructions reminder (For TCR) Samples must be representative of the water distribution system. Water taps used for sampling should be free of aerators, strainers, hose attachments, mixing type faucets, and purification devices. Cold water taps should be used. The service line must be cleared before sampling by maintaining a steady water flow for at least two minutes (until a steady water temperature is achieved). At least 100 ml of sample must be collected, allowing at least a 1-inch air space to facilitate mixing of the sample by shaking. Immediately after collection complete a requisition form.**



# Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

City of Salida  
PO Box 417  
Salida CO 81201

|                                    |                                |                                   |
|------------------------------------|--------------------------------|-----------------------------------|
| <b>Sample:</b> 10-1235             | <b>PWSID:</b> CO0108700        | <b>SystemName:</b> City of Salida |
| <b>Collector:</b> J. Watts         | 3/8/2010 2:45:00 PM 8          | Routine Distribution              |
| <b>Address:</b> 425 Oak Street     | Utility room sink              | <b>County:</b> Chaffee            |
| <b>Chlorine Residual:</b> 0.39mg/L |                                |                                   |
| <b>Received By:</b> Billings       | 3/9/2010 1:45:00 PM            |                                   |
| <b>AnalysisMethod:</b> Colicert    | <b>Fee for Sample:</b> \$18.00 |                                   |
| <b>Results:</b>                    | <b>Total Coliform:</b> Absence | <b>Fecal Coliform:</b> Absence    |
|                                    | <b>EcoliResult:</b> Absence    | <b>Comments:</b>                  |
| <b>Date:</b> 3/10/2010             | 2:15:00 PM                     | <b>Analyst:</b> Nelson            |

**Note: compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.**

**Sampling Instructions reminder (For TCR) Samples must be representative of the water distribution system. Water taps used for sampling should be free of aerators, strainers, hose attachments, mixing type faucets, and purification devices. Cold water taps should be used. The service line must be cleared before sampling by maintaining a steady water flow for at least two minutes (until a steady water temperature is achieved). At least 100 ml of sample must be collected, allowing at least a 1-inch air space to facilitate mixing of the sample by shaking. Immediately after collection complete a requisition form.**



# Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

City of Salida  
PO Box 417  
Salida CO 81201

**Sample:** 10-1255                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** J Watts                      3/9/2010                      2:15:00 PM                      RTOR                      Routine Distribution  
**Address:** 340 East 5th St.                      kitchen sink                      **County:** Chaffee  
**Chlorine Residual:** .27mg/L  
**Received By:** Davis                      3/10/2010                      10:30:00 AM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 3/11/2010                      12:00:00 PM                      **Analyst:** Billings

City of Salida  
PO Box 417  
Salida CO 81201

**Sample:** 10-1256                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** J Watts                      3/9/2010                      2:46:00 PM                      RTOR                      Routine Distribution  
**Address:** 132 F St.                      Coffee Bar Sink                      **County:** Chaffee  
**Chlorine Residual:** .29mg/L  
**Received By:** Davis                      3/10/2010                      10:30:00 AM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 3/11/2010                      12:00:00 PM                      **Analyst:** Billings

Thursday, March 11, 2010

Page 1 of 1

**Note:** compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.

**Sampling instructions reminder** (For TCR) Samples must be representative of the water distribution system. Water taps used for sampling should be free of aerators, strainers, hose attachments, mixing type faucets, and purification devices. Cold water taps should be used. The service line must be cleared before sampling by maintaining a steady water flow for at least two minutes (until a steady water temperature is achieved). At least 100 ml of sample must be collected, allowing at least a 1-inch air space to facilitate mixing of the sample by shaking. Immediately after collection complete a requisition form.



# Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

City of Salida  
PO Box 417  
Salida CO 81201

**Sample:** 10-1671                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** J Watts                      4/5/2010                      2:35:00 PM                      RTOR                      Routine Distribution  
**Address:** 340 West Hwy 291                      breakroom sink                      **County:** Chaffee  
**Chlorine Residual:** 0.29mg/L  
**Received By:** Davis                      4/6/2010                      1:00:00 PM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                                                 **EcoliResult:** Absence                      **Comments:**  
                                                 **Date:** 4/7/2010                      2:00:00 PM                      **Analyst:** Davis

City of Salida  
PO Box 417  
Salida CO 81201

**Sample:** 10-1672                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** J Watts                      4/5/2010                      2:20:00 PM                      RTOR                      Routine Distribution  
**Address:** 207 West Sackette Ave.                      restroom sink                      **County:** Chaffee  
**Chlorine Residual:** 0.31mg/L  
**Received By:** Davis                      4/6/2010                      1:00:00 PM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                                                 **EcoliResult:** Absence                      **Comments:**  
                                                 **Date:** 4/7/2010                      2:00:00 PM                      **Analyst:** Davis

Wednesday, April 07, 2010

Page 1 of 1

**Note: compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.**

**Sampling instructions reminder (For TCR) Samples must be representative of the water distribution system. Water taps used for sampling should be free of aerators, strainers, hose attachments, mixing type faucets, and purification devices. Cold water taps should be used. The service line must be cleared before sampling by maintaining a steady water flow for at least two minutes (until a steady water temperature is achieved). At least 100 ml of sample must be collected, allowing at least a 1-inch air space to facilitate mixing of the sample by shaking. Immediately after collection complete a requisition form.**





# Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

City of Salida  
PO Box 417  
Salida CO 81201

|                                     |                                |                                   |
|-------------------------------------|--------------------------------|-----------------------------------|
| <b>Sample:</b> 10-1833              | <b>PWSID:</b> CO0108700        | <b>SystemName:</b> City of Salida |
| <b>Collector:</b> J. Watts          | 4/12/2010 2:23:00 PM #17       | Routine Distribution              |
| <b>Address:</b> 305 East 9th Street | Breakroom Sink                 | <b>County:</b> Chaffee            |
| <b>Chlorine Residual:</b> 0.29mg/L  |                                |                                   |
| <b>Received By:</b> Billings        | 4/13/2010 1:20:00 PM           |                                   |
| <b>AnalysisMethod:</b> ColiLet      | <b>Fee for Sample:</b> \$18.00 |                                   |
| <b>Results:</b>                     | <b>Total Coliform:</b> Absence | <b>Fecal Coliform:</b> Absence    |
|                                     | <b>EcoliResult:</b> Absence    | <b>Comments:</b>                  |
| <b>Date:</b> 4/14/2010              | 1:30:00 PM                     | <b>Analyst:</b> Davis             |

**Note:** compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.

**Sampling Instructions reminder** (For TCR) Samples must be representative of the water distribution system. Water taps used for sampling should be free of aerators, strainers, hose attachments, mixing type faucets, and purification devices. Cold water taps should be used. The service line must be cleared before sampling by maintaining a steady water flow for at least two minutes (until a steady water temperature is achieved). At least 100 ml of sample must be collected, allowing at least a 1-inch air space to facilitate mixing of the sample by shaking. Immediately after collection complete a requisition form.



# Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

City of Salida  
PO Box 417  
Salida CO 81201

|                                     |                                |                                   |
|-------------------------------------|--------------------------------|-----------------------------------|
| <b>Sample:</b> 10-1831              | <b>PWSID:</b> CO0108700        | <b>SystemName:</b> City of Salida |
| <b>Collector:</b> J. Watts          | 4/12/2010 2:35:00 PM #19       | Routine Distribution              |
| <b>Address:</b> 130 West 2nd Street | Lobby Sink                     | <b>County:</b> Chaffee            |
| <b>Chlorine Residual:</b> 0.43mg/L  |                                |                                   |
| <b>Received By:</b> Billings        | 4/13/2010 1:20:00 PM           |                                   |
| <b>AnalysisMethod:</b> Colilert     | <b>Fee for Sample:</b> \$18.00 |                                   |
| <b>Results:</b>                     | <b>Total Coliform:</b> Absence | <b>Fecal Coliform:</b> Absence    |
|                                     | <b>EcoliResult:</b> Absence    | <b>Comments:</b>                  |
| <b>Date:</b> 4/14/2010              | 1:30:00 PM                     | <b>Analyst:</b> Davis             |

City of Salida  
PO Box 417  
Salida CO 81201

|                                    |                                |                                   |
|------------------------------------|--------------------------------|-----------------------------------|
| <b>Sample:</b> 10-1832             | <b>PWSID:</b> CO0108700        | <b>SystemName:</b> City of Salida |
| <b>Collector:</b> J. Watts         | 4/12/2010 2:15:00 PM #15       | Routine Distribution              |
| <b>Address:</b> 407 East Hwy 50    | Lobby Sink                     | <b>County:</b> Chaffee            |
| <b>Chlorine Residual:</b> 0.31mg/L |                                |                                   |
| <b>Received By:</b> Billings       | 4/13/2010 1:20:00 PM           |                                   |
| <b>AnalysisMethod:</b> Colilert    | <b>Fee for Sample:</b> \$18.00 |                                   |
| <b>Results:</b>                    | <b>Total Coliform:</b> Absence | <b>Fecal Coliform:</b> Absence    |
|                                    | <b>EcoliResult:</b> Absence    | <b>Comments:</b>                  |
| <b>Date:</b> 4/14/2010             | 1:30:00 PM                     | <b>Analyst:</b> Davis             |

**Note: compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.**

**Sampling instructions reminder (For TCR)** Samples must be representative of the water distribution system. Water taps used for sampling should be free of aerators, strainers, hose attachments, mixing type faucets, and purification devices. Cold water taps should be used. The service line must be cleared before sampling by maintaining a steady water flow for at least two minutes (until a steady water temperature is achieved). At least 100 ml of sample must be collected, allowing at least a 1-inch air space to facilitate mixing of the sample by shaking. Immediately after collection complete a requisition form.