



Town of Green Mountain Falls

Regular Board of Trustee Meeting Agenda

10615 Green Mountain Falls Road

Tuesday, November 19, 2019 7:00 p.m.

REGULAR MEETING:

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
3. CONSENT AGENDA
 - a. Approve Board of Trustees Meeting Minutes from October 15, 2019
 - b. Bring into Record Checks Run November 1-15, 2019
4. NEW BUSINESS
 - a. Consideration of Special Event Application – Bronc Days 2020
 - b. Consideration of Minor Subdivision (Replat) – 10775 Mountain Ave
 - c. Introduction Ordinance 2019-08 An Ordinance Amending Sections 6-155(B) And 6-156(C) Of The Town Of Green Mountain Falls Municipal Code Concerning The Expiration Date Of Short Term Rental Licenses
 - d. Introduction Ordinance 2019-09 An Ordinance Repealing And Reenacting Article XV Of Chapter 10 Of The Green Mountain Falls Municipal Code Regarding Fire Restrictions
5. OLD BUSINESS
 - a. Update on DOLA Flood Recovery Project Bid
 - b. Consideration of Colorado Springs Utilities signed Easement Agreement
6. PUBLIC INPUT: 3 Minutes per speaker
7. CORRESPONDENCE
8. TRUSTEE REPORTS
9. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
October 15, 2019 – 7:00 P.M.

REGULAR MEETING MINUTES

Board Members Present

Trustee Margaret Peterson
Trustee Tyler Stevens
Trustee Katharine Guthrie

Board Members Absent

Trustee Chris Quinn
Mayor Jane Newberry

Town Manager

Angie Sprang

Public Works

Jerome Lumpry

Town Clerk

Laura Kotewa

Marshal's Dept.

Virgil Hodges

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Pro Tem Stevens called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited, and roll was taken.

2. Additions, Deletions, or Corrections to the Agenda

There were no additions or corrections to the Agenda.

3. Consent Agenda

- a. Approve Board of Trustees Meeting Minutes September 17 and October 1, 2019
- b. Bring into Record Checks Run October 10, 2019

Trustee Peterson made a motion, seconded by Trustee Guthrie to accept the Consent Agenda. Motion carried.

4. New Business

- a. Consideration of the Variance for 10680 Mountain Ave

Trustee Guthrie made a motion to approve Variance 19-003, seconded by Trustee Peterson. Motion passed unanimously.

- b. Introduction of Ordinance 19-06, An Ordinance Amending Section 2-28 And Adding A New Section 2-39 To The Town Of Green Mountain Falls Municipal Code Concerning Regular And Special Meetings And Work Sessions

Trustee Peterson made a motion to set this matter for public hearing on December 3, 2019 seconded by Trustee Guthrie. Motion Carried.

- c. Introduction of Ordinance 19-07, An Ordinance Amending Section 2-228 Of The Town Of Green Mountain Falls Municipal Code Concerning Planning Commission Meetings

Trustee Guthrie made a motion to set this matter for public hearing on December 3, 2019 seconded by Trustee Peterson. Motion Carried.

- d. Discussion and/or Consideration of the 2020 DRAFT budget

Town Manager Angie Sprang shared some of the reasoning behind the numbers in the budget, and an update to the TABOR reserve figure which will be budgeted at \$17,952 for 2020. She also asked for Board input regarding their priorities for the year. Town roads and stabilizing our Public Works department were at the top on the list. Another project mentioned was making our parks more accessible.

There will be a public hearing/discussion regarding Capital Improvement possibilities on December 3rd. Staff will continue to refine the Budget to present the Final Proposed 2020 Budget to the Board on December 3rd for adoption.

5. Old Business

- a. Final Adoption, Ordinance 2019-05, An Ordinance Repealing And Reenacting Section 2-224 Of The Green Mountain Falls Municipal Code Concerning Terms Of Planning Commission Members

There was detailed discussion regarding this Ordinance and how it would affect the overlap allowed in Commissioner terms. It is the goal of the Board to allow overlap and consistency. Trustee Peterson presented a solution in amending Section 2-224 of the Ordinance to state that commissioners would serve three (3) year terms, and be limited to three (3) consecutive terms.

Trustee Peterson made a motion to Amend Section 2-224 of Ordinance 2019-05, to include the language discussed, with a second by Trustee Guthrie. Motion carried.

Trustee Peterson made a motion to Approve Ordinance 2019-05 as amended. Trustee Guthrie seconded and the motion passed.

- b. Resolution 2019-10, A Resolution Of The Town Of Green Mountain Falls, Colorado, Adjusting The Terms Of Members Of The Town's Planning Commission

Trustee Guthrie made a motion to table Resolution 2019-10 until the next Board meeting to adjust the End Term dates to reflect the change in Amended Ordinance 2019-5. It was seconded by Trustee Peterson. Motion carried.

The Board asked the Town Manager to locate a Planning Commission volunteer to extend their current term to a four (4) year term to accommodate the amendment made to Ordinance 2019-05.

6. Public Input – 3 Minutes Per Speaker

Anne Esch thanked the board for her appointment to PPRTA/PPACG committees and announced she will be retiring from meeting attendance in Colorado Springs, but she will remain active at the town level. She was thanked for her service by the Board, who also encouraged others to visit and speak up at PPRTA/PPACG meetings.

Dick Bratton shared his personal experience consulting with CUSP (Coalition for the Upper South Platte) to complete fire mitigation on his property. He encouraged others to do the same. CUSP will provide a free mitigation consultation and can be reached at 719.748.0033.

7. Correspondence:

There was no correspondence.

8. Reports

- a. Trustees –

Trustee Guthrie reminded attendees of the indoor Trick or Treat event at Sallie Bush Community Center on October 31st.

Mayor Pro Tem Stevens asked Staff to explore a funding source for Fire Danger/Warning signs for the town, and to bring forward an updated Committee Assignment Resolution.

b. Town Manager –

Ms. Sprang gave a Belvidere Paving project update. The Board asked that a drainage study be planned to help the town be more proactive rather than reactive in dealing with storm maintenance.

c. Town Clerk –

Ms. Kotewa announced that there are 2 fillable and payable applications going live on the website - the Business License Application, and the Gazebo Rental Application. More to come. We have contracted with Judy Egbert, former Interim Clerk, to help with the April Election. Also, on Wednesday Ms. Kotewa will be attending a job fair at Pikes Peak Community College to promote employment openings and possible internships with the Town of Green Mountain Falls.

d. Public Works –

Mr. Jerome Lumpry, our brand new Public Works Director shared some of his plans and findings in looking over road and equipment conditions. He will present a more extensive report in December.

9. Adjournment

Meeting adjourned at 7:55 p.m.

Tyler Stevens, Mayor Pro Tem

Laura J. Kotewa, Town Clerk/Treasurer

12:44 PM

11/14/19

Accrual Basis

Town of Green Mountain Falls
Expenses by Vendor Summary
October 30 through November 14, 2019

	<u>Oct 30 - Nov 14, 19</u>
Black Hills Energy	283.21
C.W's Plumbing, Inc.	455.00
CEBT	3,312.40
Chief Petroleum	1,078.77
Cirsa	2,728.44
City Finance Acct. Receivable	1,320.00
Colorado Springs Gazette, LLC	23.33
Colorado Springs Utilities	867.16
Comcast	509.58
Flair Data Systems DBA	1,125.00
Hoffman, Parker, Wilson & Carberry	897.00
Laura Kotewa	50.39
O'Reilly Auto Parts	158.13
Waste Management	96.21
Wilson & Company, Inc., EGINEERS & ARCHIT	1,128.80
TOTAL	<u><u>14,033.42</u></u>

- Glass containers are not allowed in any area of the park.
- Fires are prohibited except in approved devices.
- If a fire ban has been issued, there will be no fires permitted.
- If there will be vendors at the event, either they or the sponsoring organization will be responsible for collecting sales tax. (Information available through the State Department of Revenue)
- All vendors of any kind doing business in the Town of Green Mountain Falls for any purpose must first obtain a Business License from the Town Clerk, and must pay all relevant local, state and federal taxes.

Name of Event: 82nd Annual BROOK DAY FESTIVAL

Applicant/Event Coordinator: BROOK DAY COMMITTEE

Phone: _____ Email: _____

Event Sponsors/Promoters: PIKE'S PEAK CHAMBER OF COMMERCE

Event Location within the town: Ute Pass Ave, Lake Street, GAZERBO LAKE PARK

Insurance Provider: CIRSA

Date of Proposed Event: SATURDAY JULY 25, 2020

Start Time: 6AM End Time: 3PM

Anticipated Number of Participants: 800

Anticipated Number of Spectators: _____

Detailed Description of the Event: Pancake Breakfast, PARADE, Vendor Booths, Inflatables, Victorian Dancers, Musical Entertainment, Food, Pie Contest, RC Boat Races, Dodge Race, Gold Panning

Will Amplification be used: Yes If so, what type: PA System

Would Town utilities be needed: Electric Water _____ Gas _____

Applicant Signature:  Date: 8/23/19

Conditions, if any, assigned to the Event by the Board of Trustees: _____

It is the responsibility of the Event Sponsors to provide portable restrooms during the event.

Office use:

Event Permit Fee: 500.00 Traffic Control Fee: 200.00 Additional fees: _____ Date Paid: _____

Date \$100.00 Deposit collected: _____

Special Event Permit Granted: Yes _____ No _____ Board Approval Date: _____

Date Certificate of Liability Insurance Attached: _____

Green Mountains Falls Town Clerk Date Green Mountain Falls Mayor Date

**TOWN OF GREEN MOUNTAIN FALLS
2019 SPECIAL EVENT PERMIT – CONSENT AND GENERAL LIABILITIES RELEASE**

The undersigned representative of BROAD DAY COMMITTEE in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for BROAD DAY FESTIVAL, does hereby release, discharge, and agree to hold free and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or relating to any loss, damage, or injury including death by any participant or spectator, while in or on the premises of the Town of Green Mountain Falls for any purpose related to the above mentioned event.

By signing the foregoing release, the undersigned hereby acknowledges understanding that all participants and spectators must obey all regulations, laws and ordinances of the Town of Green Mountain Falls,

In signing the foregoing release, the undersigned hereby acknowledges and represents that he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls, understands both documents, and signs this agreement voluntarily.

Signature of Applicant: 
Date: 8/23/19



Town of Green Mountain Falls
P.O. BOX 524
GREEN MOUNTAIN FALLS, CO 80819
(719) 684-9414
www.gmfco.us



2019 Special Event Permit Application/PERMIT

Fees can be found in the current year Fee Schedule posted on our website.

Special Events are described as those unique, infrequent, short-term activities, which impact the roads, parks, municipal staff and services and/or public property of the Town of Green Mountain Falls.

To complete this Permit Application, the organization sponsoring the event must sign Consent and General Liability Release Forms and complete a Special Event Information Sheet at least thirty (30) days prior to the event.

A non-refundable fee (found in the current year Fee Schedule located under the Forms Tab on our website) will be charged for a Special Event Permit at the time of application. Additional fees may be applied to the cost of the Special Event Permit as assessed by the Board of Trustees to cover costs to the Town of any necessary services required to provide sanitation services, police protection, lifeguard services, etc. A separate Traffic Control Fee may be required if barricades, or a need for traffic control personnel is found to be needed. (see fee schedule)

The sponsoring organization must provide a certificate of liability insurance with the Town as "Additional Insured" to the Green Mountain Falls Town Clerk at least three (3) weeks prior to the event.

Also required three (3) weeks prior to the date of the special event, is a \$100.00 deposit which will serve as a security deposit to cover any damages that might occur to Town property but which are not covered by the sponsoring agency's insurance. The event area will be inspected by Green Mountain Falls personnel immediately following the event and the \$100.00 deposit will be returned within fourteen (14) days following the event providing no violations to this agreement or damage to Town property has occurred. In special cases, the Board of Trustees may waive the requirement for the \$100.00 refundable deposit. If a waiver is desired, the sponsoring organization must include a request for waiver of refundable deposit in a written statement, and indicate the reasons for the request.

All participants and spectators must obey all regulations, laws and ordinances of the Town of Green Mountain Falls, the States of Colorado, including but not limited to the following (see Sections 7-54 and 103, 10-273, 11-97 and 103, and 16-414):

- Use of alcoholic beverages of any kind is prohibited on Public Property, unless the applicant has attained approval from the Town Board as a liquor licensing board, and completed all necessary state licensing requirements. This also adds the requirement of obtaining a police officer for every 100 people at the expense of the sponsoring organization.
- Public grounds and buildings must be left free of trash.
- It is unlawful for any person to injure, deface, destroy or remove any park property.
- It is unlawful to disturb or injure any bird and/or its nesting area.
- Dogs must be leashed and licensed at all times. The dog handler is responsible for immediate removal from public or private property of all dog feces.

Town of Green Mountain Falls
 Fee Schedule as Adopted by Resolution 2018-25
 Effective 1/1/2019

Green Mountain Falls 2019 Fee Schedule

Code Authority	Description	Fee
	Publications, Hard Copy	
1-50	Municipal Code Book	actual cost
1-50	Zoning Code section of Code Book	\$0.25/page
1-50	Comprehensive Plan	actual cost
	Administrative	
state law	Notary Public services	\$5.00/document
state law	Open Records fees	See separate policy and fee schedule
	Law enforcement fees	
	Personal service of documents	\$30.00
	Court fees:	
2-138	Subpoena issue fee	\$30.00
8-9(e)	Court costs	\$30.00 per appearance
8-9(e)	Surcharge	\$20.00 per offense
	License fees	
	Business license	\$50.00
6-103	Peddler and solicitor	\$50.00
Ord. 2018-02	Mobile Food Vendor license	\$50.00
6-53	Liquor Licenses	see State fee schedule
6-122	Restaurant fee	\$200.00
Ord. 2018-04	Short Term Rental	\$300 for new application \$150 for renewal
10-294	Fireworks sales license	\$75.00
	Animals	
7-132	Dog license fee	Neutered/spayed \$12.00 Not altered \$20.00 Late renewal fee \$15.00
7-135	Duplicate dog license fee	\$5.00
7-142	Dog redemption fee	\$15.00
7-164	Horse permit	\$30.00

	Planning/Land Use	
11-41	Sidewalk/Curb permit	\$100.00
11-41	Road cut permit - gravel road	\$3.00/square yard. Minimum fee \$25.00
11-41	Road cut permit - paved	\$4.00/square yard. Minimum fee \$25.00
11-71	Address number fee	\$10.00
11-114	Easement fee	\$50.00/year
	Annexation fee	\$500.00 + \$35/acre for 1-5 acres; + \$15/each acre over 5
16-707(c)	Fence permit - new fencing and repair of existing fence	\$50.00
16-705	Plan/architectural review	\$125.00
16-706	Sign permits	\$125.00 new \$50.00 repair
16-709	variance Permit	\$200.00
16-710	Special Use Permit	\$200.00
16-711	Zone/Rezone	\$300.00 + \$50.00/lot
16-713	Planned Use Development	\$500.00 + \$50.00/lot
16-813	Development in Flood Hazard Zone	\$100.00
17-22	Replat	\$150.00/lot
17-22	Preliminary Plat	\$200.00 + \$50.00/lot
17-23	Final Plat	\$200.00 + \$50.00/lot
17-94	Grading Plan Review	\$125.00
17-102	Driveway permit	\$25.00
17-133	Minor subdivision	\$200.00
18-61	Revocable permit	\$25.00/year
	Any outside engineering services	Actual Cost Pass-Through
Facilities Use		
11-95	Gazebo rental	\$100.00/hr (2 hr minimum) plus hourly increments thereafter
	Event Fee for use of public property or rights of way	\$500.00/day or \$150.00/hour (2 hr minimum) + \$100.00 deposit
	Traffic control fee (Accounts for the placement of barricades only; applicant is responsible for preparing traffic control plan and is responsible for supporting personnel costs)	\$100.00/hr (2 hour minimum)
	See separate schedule for pool pricing	

PLANNING COMMISSION AGENDA MEMO

DATE: November 09, 2019	SUBJECT: Minor Subdivision/Replat 10815 Denver Ave.; 10795 Denver Ave.; 10805 Denver Ave.; 10775 Mountain Ave.
Presented by: Julia Simmons, Land Use Planner44446	

Recommend action:

Recommendation to the Board of Trustees: approve, approve subject to conditions, or disapprove the proposed minor subdivision and replat.

Background:

Mr. Willis, one of the owners of 10775 Mountain Avenue, appeared before the Planning Commission March 26, 2019, prior to Planning Staff at GMF Town Hall. The original Plan Review request was to “vacate lot lines and merge 4 lots to create 2 lots and build a structural addition” to his home at 10775 Mountain Avenue. The motion to approve the vacation of existing lot lines was approved on the condition that a professional land surveyor determine property lines.

The Applicant hired Michael Lambert to create a vacation and replat map of lots 15, 16, 17, 18 (see August 21, 2019 plat and replat maps, attached). He now appears before the Planning Commission to vacate the lot lines and subdivide from four to two lots, which will adequately accommodate both his primary residence (Lot 18) and rental cabin (Lot 15), allowing for setbacks on a planned addition and improved septic at 10775 Mountain Avenue. Once the Applicant has the subdivision recorded and obtained site plans for a structural addition to the existing SFH, he will appear at another regularly scheduled Planning Commission meeting for Plan Review. The initial fee (March 2019, \$125) for Plan Review will be deducted from any fees required at that time, as the Applicant was incorrectly charged for Plan Review when he was pursuing vacation and replat.

The GMF Land Use Code Zoning Designation for the four lots is R-1, 5,000. The following is the existing square footage of each lot, per the El Paso County Assessor’s website:

Lot 15: 8,198 SF	Lot 17: 6,675 SF
Lot 16: 8,018 SF	Lot 18: 8,025 SF

Ms. Lucchetta-Miller sent a handwritten letter with her son, Ian Willis, to accompany his Subdivision application. In it she states that she is in complete concurrence with the replat. She includes her signature and the date of 31 October 2019.

Staff Findings:

Per GMF Land Use Code §17-133, *Minor Subdivisions shall follow procedures appropriate for final plats.* GMF Land Use Code §17-23(a), Final Plats, states the procedure as steps 1-7 (included for Commission review).

Applicant filed a Land Use Application and submitted materials required in an Application Checklist for Subdivision/Replat. Town Staff received the following documents:

1. Land Use Application – *Land Use Planning Application was completed by Owner, Ian Willis. Staff requests that as a condition of approval, the second of two landowners named on the Deed, Carolyn L.I. Lucchetta-Miller sign the application and have it attested by the Town Clerk.*
2. Letter of Intent – *A letter of intent (attached, page 2) was submitted*
3. Large Copy of Final Plat - *The Applicant’s Land Surveyor presented two hard copy maps with exhibits showing original subdivision, as-platted and proposed subdivision as-replatted.*
4. Electronic Copy of Final Plat – *Submitted (attached, pages 3, 4)*
5. Statement of Title – *The Applicant submitted three Warranty Deeds: Lot 15; Lots 16 & 17; Lot 18*
6. Application Fee – *The applicant paid a \$300 fee for two lots to be replatted, per the 2019 Fee Schedule*

GMF Land Use Code §17-23(c) states the final plat shall contain the following information:

- (1) The proposed name of the subdivision;
- (2) Scale, north sign and date;
- (3) Legal description of the property, together with a complete reference to the book and page of County records;
- (4) Complete description of primary control points to which all dimensions, angles, bearings and similar data on the plat shall be referred;
- (5) Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, irrigation ditches and property lines of residential lots and other sites, with accurate dimensions, bearings or deflection angles and radial arcs or chords and central angles of all curves;
- (6) Names and right-of-way widths for each street or other right-of-way;
- (7) Location, dimensions and purposes of any easements;
- (8) Number to identify each lot or site and each block;
- (9) Location and description of monuments;
- (10) Statement of land ownership by the subdivider;
- (11) Statement by owner dedicating streets, rights-of-way and any sites for public use;
- (12) Certification by surveyor or engineer certifying to accuracy of survey and plat;
- (13) Certification for approval by the Planning Commission and by the Board of Trustees; and
- (14) Certificate of title

GMF Staff found the two survey maps meet the criteria in GMF Land Use Code §17-23, Final Plat.

Issue Before the Commission:

Whether the Applicant's request for Minor Subdivision/Replat meets the procedural and substantive requirements in GMF Land Use Code for the Commission to recommend approval to the Board of Trustees.

Improvement Location Certificate

(THIS IS NOT A PROPERTY SURVEY AND SHOULD NOT BE USED TO CONSTRUCT ANY IMPROVEMENTS)

IAN Willis

LEGEND

- ⊙ = CHAIN LINK FENCE
- * = WIRE FENCE
- ▭ = WOOD FENCE
- = OVERHEAD UTILITY LN

LOT 15
10815 DENVER AVE.

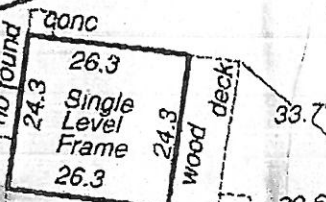
LOT 16
10795 DENVER AVE.

LOT 17
10805 DENVER AVE.

10775 MOUNTAIN AVE.

Lot 18
Block 46

Mountain Avenue



Fnd Yellow Cap
LS12043

48.84

56.90

50.00

57.00



copy reduced
Scale: 1" = 30'

Legal Description

Lot 18, Block 46, 5TH ADDITION TO GREEN MOUNTAIN FALLS, El Paso County, Colorado.

Surveyor's Certificate

I hereby certify that this Improvement Location Certificate was prepared for the * Mortgage Lender and the Title Company and that it is not a Land Survey or Improvement Survey Plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines. I further certify that the improvements on the described parcel on this date **, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted. (C.R.S. 38-51-109)

This Improvement Location Certificate (ILC) was performed without the benefit of a title policy or commitment and easements may exist that are not shown hereon. This ILC DOES NOT constitute a title search or easements research by Alessi and Associates, Inc. Rely on all information regarding title and easements matters should be obtained from a Title Commitment or Policy. All easements shown were taken from the recorded Plat. Legal description from client.



PREPARED BY:

ALESSI & ASSOCIATES, Inc.
APPRAISERS • ENGINEERS • SURVEYORS
2989 Broadmoor Valley Road • Colorado Springs, CO 80906
Tel: 719/540-8832 Fax 719/540-2781

PURPORTED STREET ADDRESS:
10775 Mountain Avenue

**DATE: 3/23/2005
*MORTGAGE CO: McGinnis GMAC
BORROWER: Guest
*TITLE COMPANY: Security Title
JOB NUMBER: 051298



LETTER OF INTENT

My mother, Carolyn L.I. Lucchetta-Miller, and I, Ian Russell Willis own FOUR lots in Green Mountain Falls.

They are:

1. LOT 15, 10815 Denver Avenue.
2. LOT 16, 10795 Denver Avenue.
3. LOT 17, 10805 Denver Avenue.
4. LOT 18, 10775 Mountain Avenue.

We want to consolidate, per Mr. Lamberts survey, and have only TWO lots:

One lot will be my home, with land; and the other lot will be my renter's cabin with land.

Two lots will make it so much easier for everyone.

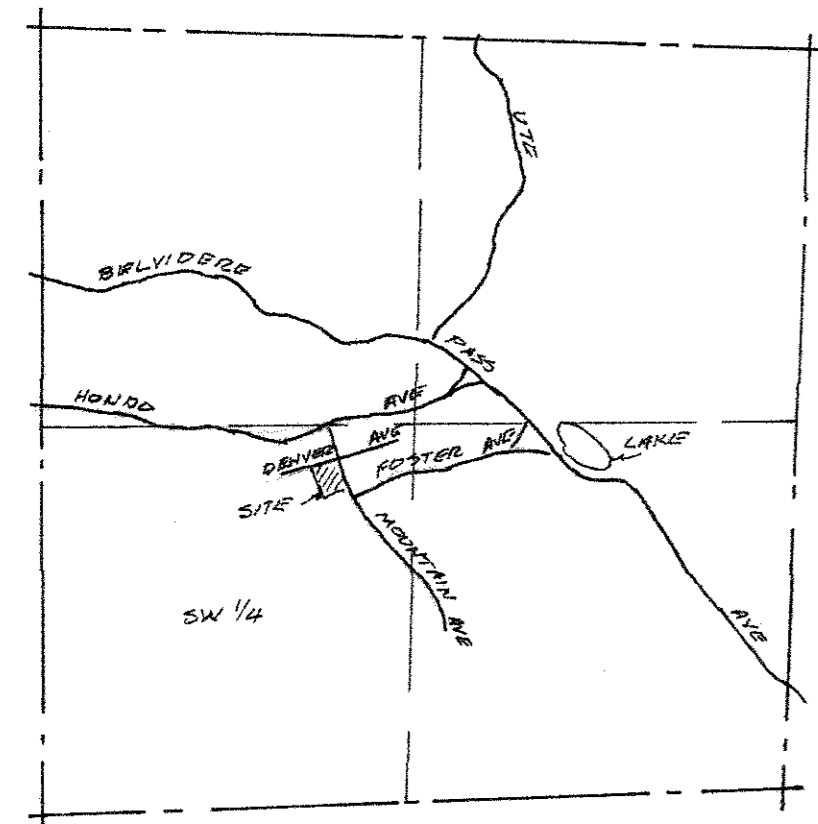
Thank you for your consideration and help.

Ian R. Willis

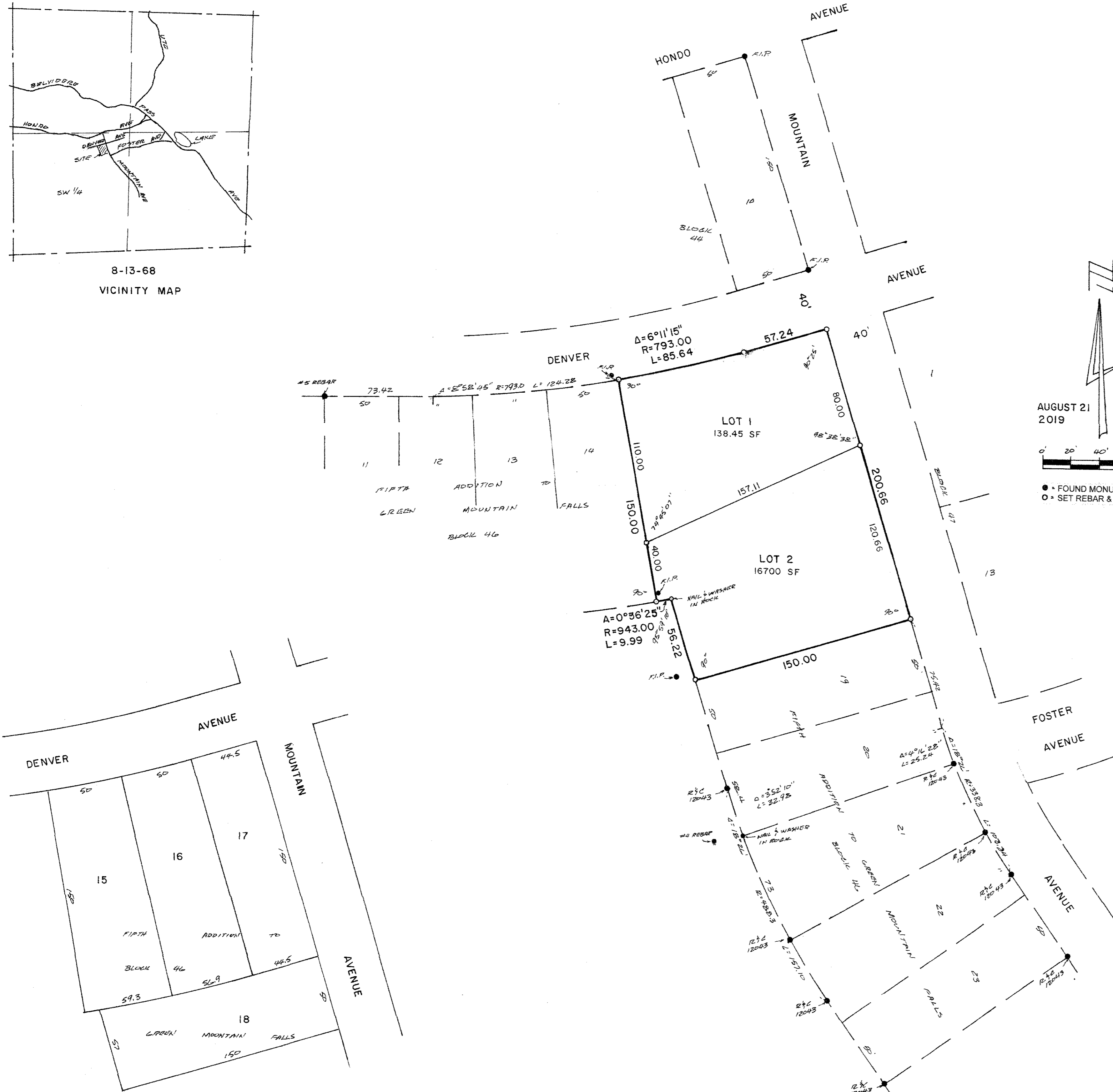
Carolyn Lucchetta-Miller 10-31-19
I APPROVE & Agree
4 LOTS INTO 2 LOTS

UPLAND SUBDIVISION

IN THE TOWN OF GREEN MOUNTAIN FALLS, EL PASO COUNTY, COLORADO



8-13-68
VICINITY MAP



A VACATION AND REPLAT OF LOTS 15, 16, 17 AND 18 IN BLOCK 46 IN FIFTH ADDITION TO GREEN MOUNTAIN FALLS

KNOW ALL MEN BY THESE PRESENTS THAT:
CAROLYN L. LUCCHETTA-MILLER AND IAN RUSSELL WILLIS ARE THE OWNERS OF LOTS 15, 16, 17 AND 18, IN BLOCK 46, IN FIFTH ADDITION TO GREEN MOUNTAIN FALLS, ACCORDING TO THE PLAT RECORDED JULY 2, 1889 IN THE RECORD OF EL PASO COUNTY, COLORADO SAID LOTS LYING IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

TO WIT
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MOUNTAIN AVENUE WITH THE SOUTHEASTERLY LINE OF DENVER AVENUE IN SAID FIFTH ADDITION TO GREEN MOUNTAIN FALLS; SAID POINT BEING THE MOST NORTHERLY CORNER OF SAID BLOCK 46; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF MOUNTAIN AVENUE 200.66 FEET TO THE MOST NORTHERLY CORNER OF LOT 19 IN SAID BLOCK 46; THENCE ANGLE RIGHT 90°00' SOUTHWESTERLY 150.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 19; THENCE ANGLE RIGHT 90°00' NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 46, 56.22 FEET; THENCE ANGLE LEFT 83°46'52" SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 0°36'25", A RADIUS OF 943.00 FEET A DISTANCE OF 9.99 FEET TO THE SOUTHEAST CORNER OF LOT 14 IN SAID BLOCK 46; THENCE ANGLE RIGHT 90°00' NORTHWESTERLY 150.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 14; THENCE ANGLE RIGHT 90°00' EASTERLY ALONG THE SOUTHERLY LINE OF DENVER AVENUE, ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 6°11'15" AND A RADIUS OF 793.00 FEET, A DISTANCE OF 85.64 FEET; THENCE CONTINUE ALONG THE TANGENT OF THE LAST DESCRIBED CURVE 57.24 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.70 ACRES MORE OR LESS.

DEDICATION
THE ABOVE PARTY IN INTEREST HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS AS SHOWN ON THE PLAT, WHICH SETS FORTH THE BOUNDARY AND DIMENSIONS THEREOF, SAID TRACT SO PLATTED SHALL BE KNOWN AS "UPLAND SUBDIVISION", IN THE TOWN OF GREEN MOUNTAIN FALLS, EL PASO COUNTY, COLORADO.

IN WITNESS WHEREOF
THE UNDERSIGNED, CAROLYN L. LUCCHETTA-MILLER IAN RUSSELL WILLIS, OWNERS, HAVE EXECUTED THEIR PRESENTS THIS _____ DAY OF _____ A.D. 20____.

CAROLYN L. LUCCHETTA-MILLER, OWNER
IAN RUSSELL WILLIS, OWNER

STATE OF COLORADO)
COUNTY OF EL PASO) S.S.
THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____, BY CAROLYN L. LUCCHETTA-MILLER AND IAN RUSSELL WILLIS.

WITNESS MY HAND AND SEAL.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC

APPROVAL BY PLANNING COMMISSION
THE ABOVE PLAT AND PETITION IS APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THIS _____ DAY OF _____ A.D. 20____.

APPROVAL BY TOWN COUNCIL
THE ABOVE PLAT AND PETITION IS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THIS _____ DAY OF _____ A.D. 20____.

CERTIFICATION
THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DOES HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE COLORADO REVISED STATUTES AS AMENDED, AND THAT SAID PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACT OF LAND AND THE SUBDIVISION THEREOF TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

COLORADO LAND SURVEYOR NO. 12043

STATE OF COLORADO)
COUNTY OF EL PASO) S.S.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M THIS _____ DAY OF _____ A.D. 19____, AND IS DULY RECORDED UNDER RECEPTION NO. _____

FEE _____ COUNTY CLERK AND RECORDER

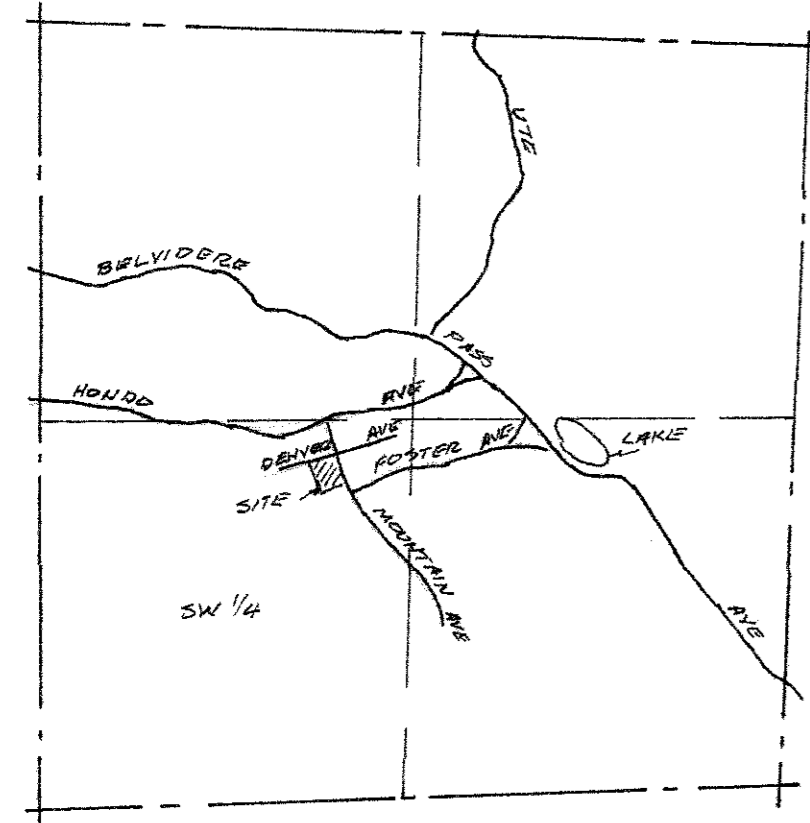
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN 10 YEARS FROM THE DATE OF CERTIFICATION SHOWN THEREON.

LYING IN THE SW 1/4 OF SECTION 8, T13S, R68W OF THE 6TH P.M.

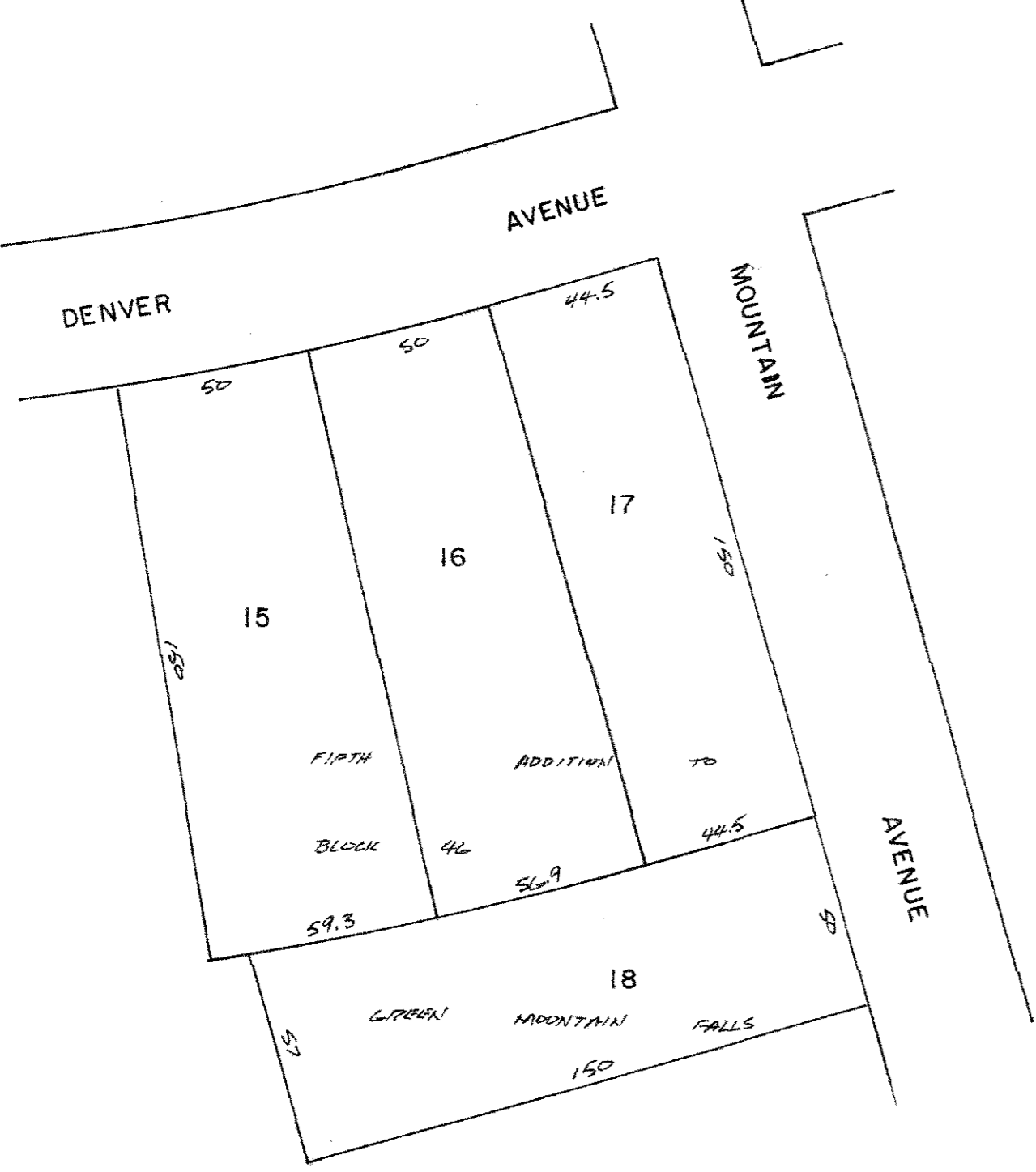
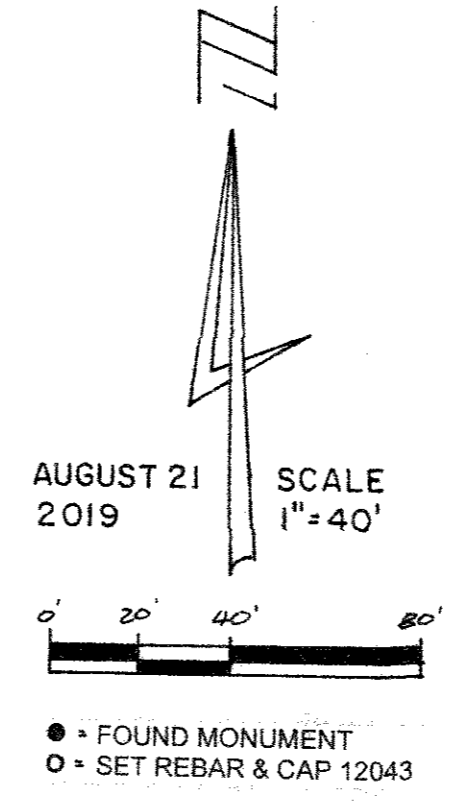
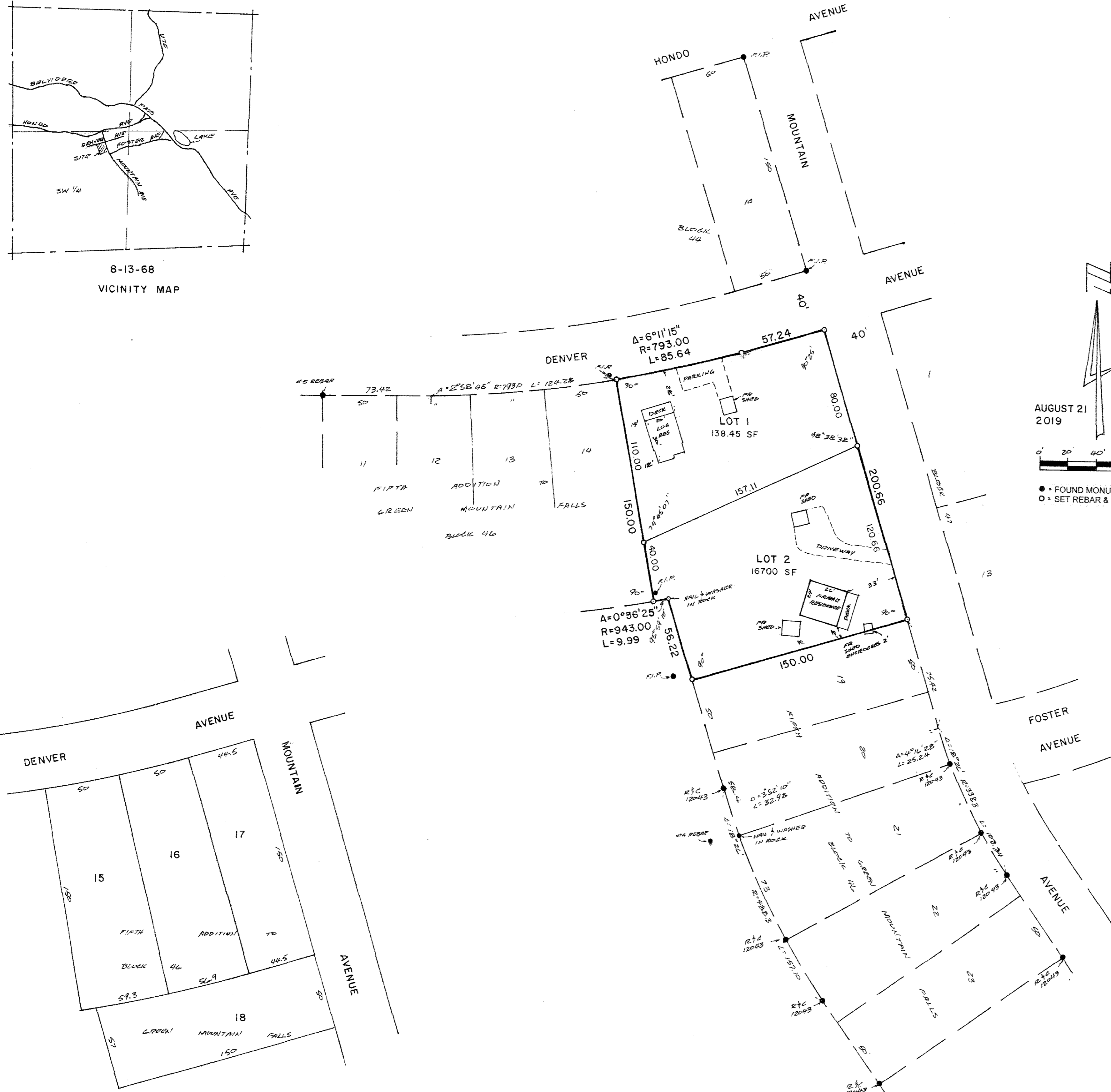
UPLAND SUBDIVISION		
SCALE: 1"=40'	APPROVED BY:	DRAWN BY: M.J.L.
DATE: 8/21/19		REVISED:
MICHAEL J. LAMBERT LS 12043 P.O. BOX 587 GREEN MOUNTAIN FALLS, CO. 80819 719 684 2351		DRAWING NUMBER:

UPLAND SUBDIVISION

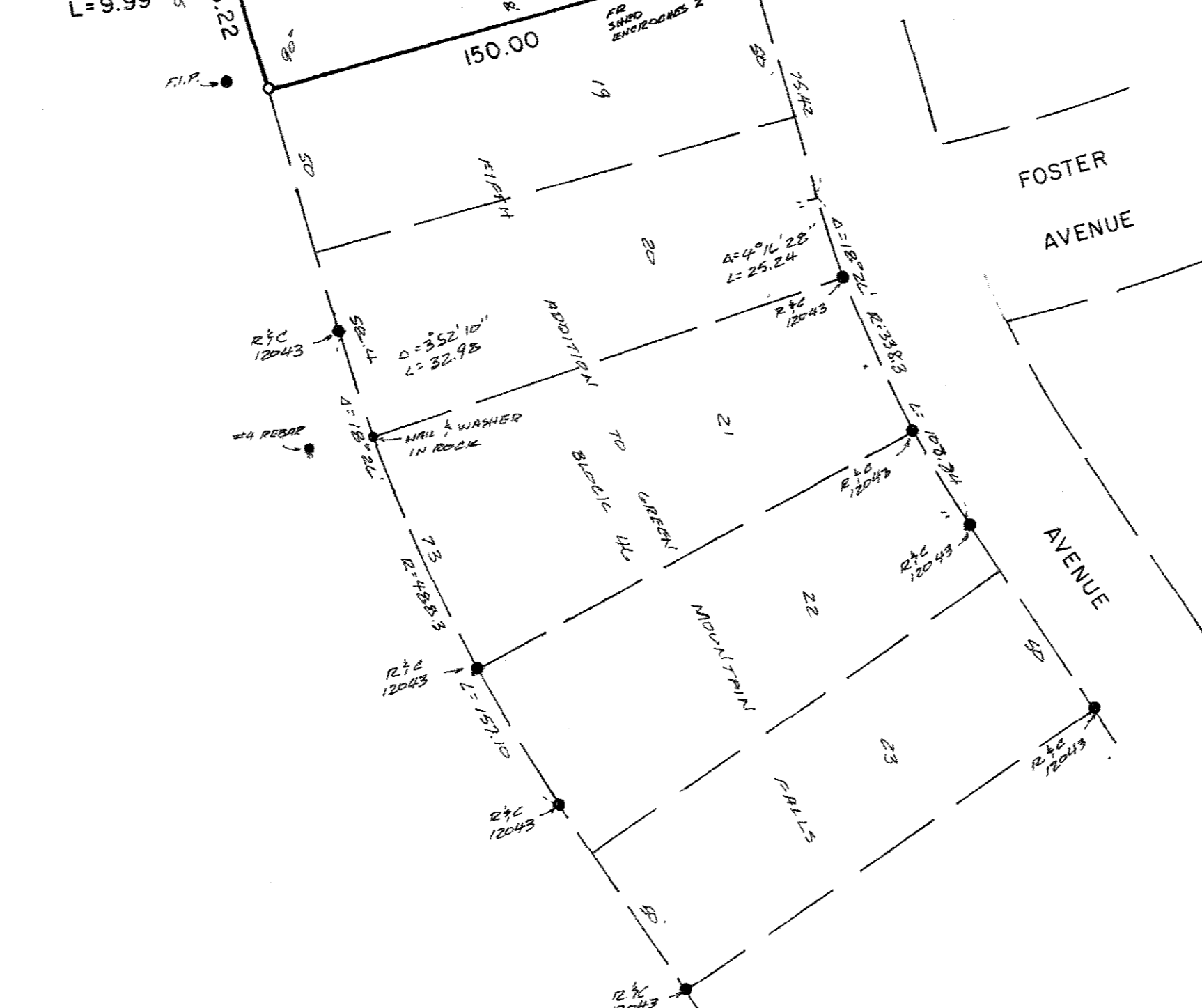
IN THE TOWN OF GREEN MOUNTAIN FALLS, EL PASO COUNTY, COLORADO



8-13-68
VICINITY MAP



AS-PLATTED



AS-REPLATTED

A VACATION AND REPLAT OF LOTS 15, 16, 17 AND 18 IN BLOCK 46 IN FIFTH ADDITION TO GREEN MOUNTAIN FALLS

KNOW ALL MEN BY THESE PRESENTS THAT:
CAROLYN L. LUCCHETTA-MILLER AND IAN RUSSELL WILLIS ARE THE OWNERS OF LOTS 15, 16, 17 AND 18, IN BLOCK 46, IN FIFTH ADDITION TO GREEN MOUNTAIN FALLS, ACCORDING TO THE PLAT RECORDED JULY 2, 1889 IN THE RECORD OF EL PASO COUNTY, COLORADO SAID LOTS LYING IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

TO WIT
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MOUNTAIN AVENUE WITH THE SOUTHEASTERLY LINE OF DENVER AVENUE IN SAID FIFTH ADDITION TO GREEN MOUNTAIN FALLS; SAID POINT BEING THE MOST NORTHERLY CORNER OF SAID BLOCK 46; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF MOUNTAIN AVENUE 200.66 FEET TO THE MOST NORTHEASTLY CORNER OF LOT 19 IN SAID BLOCK 46; THENCE ANGLE RIGHT 90°00', SOUTHWESTERLY 150.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 19; THENCE ANGLE RIGHT 90°00' NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 46, 58.22 FEET; THENCE ANGLE LEFT 83°46'52" SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 0°36'25", A RADIUS 943.00 FEET A DISTANCE OF 9.99 FEET TO THE SOUTHEAST CORNER OF LOT 14 IN SAID BLOCK 46; THENCE ANGLE RIGHT 90°00' NORTHWESTERLY 150.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 14; THENCE ANGLE RIGHT 90°00' EASTERLY ALONG THE SOUTHERLY LINE OF DENVER AVENUE, ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 6°11'15" AND A RADIUS OF 793.00 FEET, A DISTANCE OF 85.64 FEET; THENCE CONTINUE ALONG THE TANGENT OF THE LAST DESCRIBED CURVE 57.24 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.70 ACRES MORE OR LESS.

DEDICATION
THE ABOVE PARTY IN INTEREST HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS AS SHOWN ON THE PLAT, WHICH SETS FORTH THE BOUNDARY AND DIMENSIONS THEREOF; SAID TRACT SO PLATTED SHALL BE KNOWN AS "UPLAND SUBDIVISION", IN THE TOWN OF GREEN MOUNTAIN FALLS, EL PASO COUNTY, COLORADO.

IN WITNESS WHEREOF
THE UNDERSIGNED, CAROLYN L. LUCCHETTA-MILLER IAN RUSSELL WILLIS, OWNERS, HAVE EXECUTED THEIR PRESENTS THIS _____ DAY OF _____ A.D. 20____.

CAROLYN L. LUCCHETTA-MILLER, OWNER _____ IAN RUSSELL WILLIS, OWNER _____

STATE OF COLORADO)
COUNTY OF EL PASO) S.S.
THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____, BY CAROLYN L. LUCCHETTA-MILLER AND IAN RUSSELL WILLIS.

WITNESS MY HAND AND SEAL.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

APPROVAL BY PLANNING COMMISSION
THE ABOVE PLAT AND PETITION IS APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THIS _____ DAY OF _____ A.D. 20____.

CHAIRMAN _____

APPROVAL BY TOWN COUNCIL
THE ABOVE PLAT AND PETITION IS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THIS _____ DAY OF _____ A.D. 20____.

MAYOR _____

CERTIFICATION
THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DOES HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE COLORADO REVISED STATUTES AS AMENDED, AND THAT SAID PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACT OF LAND AND THE SUBDIVISION THEREOF TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

COLORADO LAND SURVEYOR NO. 12043

STATE OF COLORADO)
COUNTY OF EL PASO) S.S.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M THIS _____ DAY OF _____ A.D. 19____, AND IS DULY RECORDED UNDER RECEPTION NO. _____

FEE _____ COUNTY CLERK AND RECORDER _____

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN 10 YEARS FROM THE DATE OF CERTIFICATION SHOWN THEREON.

LYING IN THE SW 1/4 OF SECTION 8, T13S, R68W OF THE 6TH P.M.

UPLAND SUBDIVISION		
SCALE: 1"=40'	APPROVED BY:	DRAWN BY: M.J.L.
DATE: 8/21/19		REVISED:
MICHAEL J. LAMBERT LS 12043 P.O. BOX 587 GREEN MOUNTAIN FALLS, CO. 80819 719 684 2351		DRAWING NUMBER

Sec. 17-23. - Final plat.

- (a) The final plat shall be processed as follows:
- (1) Not more than twelve (12) months after approval of the preliminary plat, the original and four (4) copies of the final plat and the required supplemental material shall be presented by the subdivider to the Planning Commission's office. The final plat shall be presented at least ten (10) days prior to a regular Planning Commission meeting.
 - (2) The final plat shall substantially conform to the approved preliminary plat and shall include all changes specified thereon.
 - (3) After reviewing the final plat to assure its acceptability, the Planning Commission shall present the plat to the Board of Trustees for review.
 - (4) The Board of Trustees shall review the final plat and approve it, approve it subject to certain conditions or reject it.
 - (5) After reviewing the final plat, the Planning Commission shall submit it together with the Planning Commission's recommendations in writing to the Board of Trustees for final action.
 - (6) Upon receipt of the plat and the recommendations of the Planning Commission, the Board of Trustees shall approve, disapprove or refer the plat back to the Planning Commission for further study. If the plat is disapproved or referred, the reasons shall be stated in writing and a copy of the reasons furnished to the subdivider within forty-five (45) days of presentation to the Board of Trustees.
 - (7) Within forty-five (45) days of approval of the final plat by the Board of Trustees, the subdivider shall record the plat in the office of the County Clerk and Recorder or the approval of the Board of Trustees shall be considered null and void. Written application to the Board of Trustees for an extension of the time period may be made by the subdivider.
- (b) The final plat shall be prepared as follows:
- (1) The design shall conform to the preliminary plat as conditionally approved, except that the final plat may constitute only that portion of the preliminary plat which is proposed for immediate recording.
 - (2) The drawing shall be made at a scale of one (1) inch equals one hundred (100) feet, by the use of India ink or other equally substantial solution, on a reproducible medium with outer dimensions of twenty-four (24) inches by thirty-six (36) inches.
- (c) The final plat shall contain the following information:
- (1) The proposed name of the subdivision;
 - (2) Scale, north sign and date;
 - (3) Legal description of the property, together with a complete reference to the book and

page of County records;

- (4) Complete description of primary control points to which all dimensions, angles, bearings and similar data on the plat shall be referred;
 - (5) Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, irrigation ditches and property lines of residential lots and other sites, with accurate dimensions, bearings or deflection angles and radial arcs or chords and central angles of all curves;
 - (6) Names and right-of-way widths for each street or other right-of-way;
 - (7) Location, dimensions and purposes of any easements;
 - (8) Number to identify each lot or site and each block;
 - (9) Location and description of monuments;
 - (10) Statement of land ownership by the subdivider;
 - (11) Statement by owner dedicating streets, rights-of-way and any sites for public use;
 - (12) Certification by surveyor or engineer certifying to accuracy of survey and plat;
 - (13) Certification for approval by the Planning Commission and by the Board of Trustees;
and
 - (14) Certificate of title.
- (d) The final plat shall be accompanied by the following:
- (1) A statement that required improvements are in place, a bond guaranteeing that improvements shall be constructed according to official specifications, or a certified check sufficient to cover the cost of the construction of the required improvements as specified in Article IV of this Chapter; and
 - (2) Perpetual drainage easements for areas subject to flooding.

(Prior code 6-5-6)

BOARD OF TRUSTEES AGENDA MEMO

DATE: 10/15/2019	AGENDA NO	SUBJECT:
Presented by: Angie Sprang, Town Manager		An Ordinance Amending Section 6-155(B) and 6-156(C) of the Town of Green Mountain Falls Municipal Code Concerning Expiration of Short Term Rental Licenses

Recommended Action:

Approve modification to the Town of Green Mountain Falls, Municipal Code Sec. 6-155(b) and 6-156(c) as stated, or with Trustee amendments.

Background:

In an effort to reduce administrative time for both Town Staff and Short-Term Rental License holders, Town Staff requests and amendment to the Municipal Code of Town of Green Mountain Falls Amending Section 6-155(B) and 6-156(C) of the Town of Green Mountain Falls Municipal Code Concerning Expiration of Short Term Rental Licenses.

The recommended change will update the Short-Term Rental License renewal date to December 31. This update will make Short Term Rental Licenses and Business License renewals coincide.

Issue before the Board:

Consideration of the modification to the Town of Green Mountain Falls, Municipal Code Sec. 6-155(b) and 6-156(c) as stated, or with Trustee amendments.

Respectfully Submitted,
Angie Sprang

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2019-08

AN ORDINANCE AMENDING SECTIONS 6-155(B) AND 6-156(C) OF THE TOWN OF GREEN MOUNTAIN FALLS MUNICIPAL CODE CONCERNING THE EXPIRATION DATE OF SHORT TERM RENTAL LICENSES

WHEREAS, the Board of Trustees desires to change the expiration date of short term rental licenses so that all such licenses expire on midnight December 31st of each year.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO:

Section 1. Section 6-155(b) of the Green Mountain Falls Municipal Code is hereby amended to read as follows:

Licenses are valid until December 31st of each year. The application fee shall be prorated on a monthly basis for any application filed for a license period commencing after January 1st. Subject to the requirements of this Article, licenses may be revoked or renewed.

Section 2. Section 6-156(c) of the Green Mountain Falls Municipal Code is hereby amended to read as follows:

Licenses shall expire on December 31st of each year. To renew a license, Licensees shall apply to the Town on forms provided by the Town no later than November 1st of each year.

Section 3. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be effective thirty (30) days after passage.

INTRODUCED AND ORDERED PUBLISHED the ____ day of _____, 2019, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the ____ day of _____, 2019.

Jane Newberry, Mayor

ATTEST:

Laura Kotewa, Town Clerk/Treasurer

Published in the Pike Peaks Courier, _____ 2019.

BOARD OF TRUSTEES AGENDA MEMO

DATE: 11.5.19	AGENDA NO 4.c	SUBJECT:
Presented by: Laura Kotewa, Town Clerk/Treasurer		Ordinance 2019-09 An Ordinance Repealing And Reenacting Article XV Of Chapter 10 Of The Green Mountain Falls Municipal Code Regarding Fire Restrictions

Recommend action: Consider this update to Ordinance 2018-12, as an updated table was introduced.

Background: The table in Ordinance 2019-09 has been updated to match the El Paso County's version of the Stage 1 Fire Restrictions.

Conclusion: In order to match the county's recommendations for Stage 1 Fire Restrictions, we will need to again Repeal and Reenact Article XV of Chapter 10 of the Green Mountain Falls Code.

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2019-09

AN ORDINANCE REPEALING AND REENACTING ARTICLE XV OF CHAPTER 10 OF THE GREEN MOUNTAIN FALLS MUNICIPAL CODE REGARDING FIRE RESTRICTIONS

WHEREAS, under C.R.S. § 31-15-401(q), the Town has the general police power to "control and limit fires, including but not limited to the prohibition, banning, restriction, or other regulation of fires and the designation of places where fires are permitted, restricted, or prohibited";

WHEREAS, the Town wishes to establish the various stages of Town fire restrictions depending on the level of fire danger and provide for the authority and method of declaring such restrictions;

WHEREAS, the Town wishes to clarify the activities that are prohibited and allowed under each Town fire restriction stage; and

WHEREAS, for these purposes, the Green Mountain Falls Municipal Code is amended as follows.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO:

Section 1. Article XV, Chapter 10, of the Green Mountain Falls Municipal Code is repealed in its entirety and reenacted to read as follows:

ARTICLE XV - Fire Restrictions

Sec. 10-325. Purpose.

The purpose of this Article is to preserve and protect the public health, safety, and welfare of the citizens of the Town of Green Mountain Falls, Colorado, and surrounding areas by restricting open fires and open burning within the Town of Green Mountain Falls in order to prevent forest and grass fires, which, as a result of atmospheric conditions including lack of moisture and other local conditions, pose a significant danger to the Town and its citizens.

Sec. 10-326. Interpretation.

This Article shall be so interpreted and construed as to effectuate its general purpose to preserve and protect the public health, safety, and welfare of the citizens of the Town of Green Mountain Falls, Colorado, by restricting open fires and open burning to prevent forest and grass fires.

Sec. 10-327. Authority.

The restrictions imposed by this Article shall take effect upon the issuance of an administrative order executed by the Town Manager or his or her designee, in consultation with the Fire Chief and the Fire Restriction Evaluation Guidelines, and shall remain in effect until rescinded by similar order. The authority granted by this Article is ongoing, and administrative orders may be issued from time to time as conditions warrant.

Sec. 10-328. Definitions.

As used in this Article, unless the context otherwise requires:

- (a) *Bonfire* means an outdoor fire burning material other than rubbish or debris in which the fuel area exceeds the dimensions of a recreational fire, but which are no greater than eight (8) feet in diameter and four (4) feet in height, and which is located fifty (50) feet or more from any structure or combustible material.
- (b) *Burning in the performance of an official duty* means engaging in any activity prohibited under this chapter by any Federal, State, or local officer, or member of a rescue or firefighting force organized, employed or contracted by a Federal, State or local firefighting, military, or police protection service where engaging in such activity is required for the performance of such duties.
- (c) *Fire Restriction Evaluation Guidelines* means that set of evaluation criteria currently in use by Federal, State and local fire suppression/management agencies for monitoring fuel moistures, fire danger class, current impacts on suppression resources, current fire cause types, fire weather forecasts, and other indicators of predicted fire danger.
- (d) *Illegal fireworks* means any composition or device, regardless of the mass of the explosive composition, designed to produce audible or visual effects by combustion that is illegal under State of Colorado law and includes without limitation: firecrackers, rockets, bottle rockets, roman candles, cherry bombs, mortars, and other similar items such as M-80s.
- (e) *Open fire or open burning* means any outdoor fire that does not meet the requirements of a recreational fire or bonfire where any material is burned on the ground or in an open receptacle other than a furnace, incinerator, or other equipment connected to a stack or chimney, and includes without limitation the burning of agricultural land, silvicultural lands, rangeland, wildland, ditches, trash, or debris for any purpose including without limitation wildfire risk reduction, pest control or prevention, crop management, or wildlife management.
- (f) *Permissible fireworks* means small firework devices containing not more than fifty (50) milligrams of explosive composition that are

designed to produce audible or visual effects by combustion and which are non-explosive and not intended to leave the ground and includes fountains, ground spinners, illuminating torches, dipped sticks and sparklers, and other similar items.

- (g) *Recreational fire* means an outdoor fire burning material other than rubbish or debris with a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height, which is located twenty-five (25) feet or more from any structure or combustible material.

Sec. 10-329. Unlawful acts.

During a Stage I, Stage II, or Stage III restriction, it shall be unlawful for any person to engage in acts prohibited by this Article within the municipal limits of the Town, including public, private, state and federal lands, while the restriction is in effect. The following table summarizes the prohibitions in place set forth by Sections 10-330 to 10-332 of this Article:

	None	Stage I	Stage II	Stage III
Burning of trash	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Emergency flares	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Illegal Fireworks	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Permissible Fireworks	Allowed	Allowed	Not Allowed	Not Allowed
Commercial pyrotechnics	Permit	Permit	Permit	Not Allowed
Bonfires	Permit	Not Allowed	Not Allowed	Not Allowed
Open Burning	Permit	Not Allowed	Not Allowed	Not Allowed
Recreational Fires	Allowed	Allowed	Not Allowed	Not Allowed
Launching of Model rockets	Allowed	Not Allowed	Not Allowed	Not Allowed
Outdoor charcoal grills	Allowed	Allowed	Not Allowed	Not Allowed
Smoking outdoors	Allowed	Allowed	Not Allowed	Not Allowed
Outdoor welding, gas torches, burning rods	Allowed	Allowed	Not Allowed	Not Allowed
Fires contained in liquid-fueled or gas-fueled stoves and grills	Allowed	Allowed	Allowed	Not Allowed
Indoor open fireplaces and wood-burning stoves	Allowed	Allowed	Allowed	Not Allowed
Gasoline operated power tools equipped with a spark arrestor	Allowed	Allowed	Allowed	Not Allowed
Smoking indoors or in enclosed vehicles	Allowed	Allowed	Allowed	Allowed
Burning in the performance of an official duty	Allowed	Allowed	Allowed	Allowed

Sec. 10-330. Stage I restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage I fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Burning of bonfires.
 - (e) Open burning.
 - (f) Launching of model rockets.
- (2) The declaration of a Stage I fire restriction shall allow commercial pyrotechnics by permit only, such permit to be issued in accordance with Section 10-296 of this Code.
- (3) Unless prohibited elsewhere in this Code, the declaration of a Stage I fire restriction shall allow:
 - (a) Use of permissible fireworks.
 - (b) Burning of recreational fires.
 - (c) Use of outdoor charcoal grills.
 - (d) Smoking indoors, outdoors, or within an enclosed vehicle.
 - (e) Outdoor welding, use of gas torches, or use of burning rods.
 - (f) Use of liquid or gas-fueled stoves and grills.
 - (g) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (h) Use of gasoline operated power tools equipped with a spark arrestor
 - (i) Burning in the performance of an official duty.

Sec. 10-331. Stage II restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage II fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Use of permissible fireworks.
 - (e) Burning of bonfires.
 - (f) Open burning.
 - (g) Burning of recreational fires.
 - (h) Launching of model rockets.
 - (i) Use of outdoor charcoal grills.
 - (j) Smoking outdoors except upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (k) Outdoor welding, use of gas torches, or use of burning rods.
- (2) The declaration of a Stage II fire restriction shall allow commercial pyrotechnics by permit only, such permit to be issued in accordance

with Section 10-296 of this Code.

- (3) Unless prohibited elsewhere in this Code, the declaration of a Stage II fire restriction shall allow:
 - (a) Use of liquid or gas-fueled stoves and grills.
 - (b) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (c) Use of gasoline operated power tools equipped with a spark arrestor
 - (d) Smoking indoors or within enclosed vehicles.
 - (e) Smoking outdoors upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (f) Burning in the performance of an official duty.

Sec. 10-332. Stage III restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage III fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Use of permissible fireworks.
 - (e) Commercial pyrotechnics.
 - (f) Burning of bonfires.
 - (g) Open burning.
 - (h) Burning of recreational fires.
 - (i) Launching of model rockets.
 - (j) Use of outdoor charcoal grills.
 - (k) Smoking outdoors except upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (l) Outdoor welding, use of gas torches, or use of burning rods.
 - (m) Use of liquid or gas-fueled stoves and grills.
 - (n) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (o) Use of gasoline operated power tools, even if accompanied by a spark arrestor.
- (2) Unless prohibited elsewhere in this Code, the declaration of a Stage III fire restriction shall allow:
 - (a) Smoking indoors or within enclosed vehicles.
 - (b) Smoking outdoors upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (c) Burning in the performance of an official duty.

Sec. 10-333. Prohibition on use of emergency flares and roadside fusees.

The use of emergency flares or roadside fusees is prohibited at all times.

Sec. 10-334. Requirements when and where outdoor fires are permitted.

When and where bonfires, recreational fires, or open burning are permitted, the following requirements shall be in place:

- (1) A person 18 years of age or older must be physically present and continuously monitoring and attending to the outdoor fire at all times to ensure it remains safe and in control.
- (2) Attendees of an outdoor fire must have a functioning and suitable extinguisher nearby such as a garden hose or dry chemical extinguisher.
- (3) The outdoor fire must be the requisite distance away from structures or combustible materials and must not at any point move any closer to the structure than the stated distance. Such requisite distance shall be:
 - (a) Twenty-five (25) feet for recreational fires.
 - (b) Fifty (50) feet for bonfires and open fires.

Sec. 10-335. Outdoor Smoking in the Business Zone District.

Smoking outdoors in the Business Zone District is only permitted within ten (10) feet of a receptacle or ashtray designed for disposing of cigarette butts or similar discarded smoking items.

Sec. 10-336. Enforcement.

This Article shall be enforced by the Green Mountain Falls Town Marshal or his or her deputies, including thereby the administering agencies of the State and Federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody. Any exception to the meaning, terms, or enforcement of this Article shall be granted only by the administering agency, and only if the proposed action is deemed by the Green Mountain Falls Town Marshal to be safe or mitigatable.

Sec. 10-337. Penalties.

Violation of this Article shall be a misdemeanor under Green Mountain Falls Municipal Code. The penalties for violation of this adopted Code are as set forth in a resolution or subsequent modifications thereof.

Sec. 10-338-340. Reserved.

Section 2. Section 97, Article IV, Chapter 11, of the Green Mountain Falls Municipal Code is amended to read as follows:

Sec. 11-97. Fires prohibited.

...

- (b) It shall be unlawful to build fires in any place in or on park land during periods that the U.S. Forest Service rates the fire danger as very high or extreme for the Ute Pass area or when fire restrictions have been declared by the Fire District or County Fire Marshal, or when fire restrictions have been implemented by the town pursuant to Article XV, Chapter 10 of this Code.

Section 3. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be effective thirty (30) days after passage.

INTRODUCED AND ORDERED PUBLISHED the 18th day of December, 2018, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the ___ day of _____, 2019.

Tyler Stevens, Mayor Pro Tem

ATTEST:

Laura Kotewa, Town Clerk/Treasurer

Published in the Pike Peaks Courier, February 13, 2019.

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2018-12

AN ORDINANCE REPEALING AND REENACTING ARTICLE XV OF CHAPTER 10 OF THE GREEN MOUNTAIN FALLS MUNICIPAL CODE REGARDING FIRE RESTRICTIONS

WHEREAS, under C.R.S. § 31-15-401(q), the Town has the general police power to "control and limit fires, including but not limited to the prohibition, banning, restriction, or other regulation of fires and the designation of places where fires are permitted, restricted, or prohibited";

WHEREAS, the Town wishes to establish the various stages of Town fire restrictions depending on the level of fire danger and provide for the authority and method of declaring such restrictions;

WHEREAS, the Town wishes to clarify the activities that are prohibited and allowed under each Town fire restriction stage; and

WHEREAS, for these purposes, the Green Mountain Falls Municipal Code is amended as follows.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO:

Section 1. Article XV, Chapter 10, of the Green Mountain Falls Municipal Code is repealed in its entirety and reenacted to read as follows:

ARTICLE XV - Fire Restrictions

Sec. 10-325. Purpose.

The purpose of this Article is to preserve and protect the public health, safety, and welfare of the citizens of the Town of Green Mountain Falls, Colorado, and surrounding areas by restricting open fires and open burning within the Town of Green Mountain Falls in order to prevent forest and grass fires, which, as a result of atmospheric conditions including lack of moisture and other local conditions, pose a significant danger to the Town and its citizens.

Sec. 10-326. Interpretation.

This Article shall be so interpreted and construed as to effectuate its general purpose to preserve and protect the public health, safety, and welfare of the citizens of the Town of Green Mountain Falls, Colorado, by restricting open fires and open burning to prevent forest and grass fires.

Sec. 10-327. Authority.

The restrictions imposed by this Article shall take effect upon the issuance of an administrative order executed by the Town Manager or his or her designee, in consultation with the Fire Chief and the Fire Restriction Evaluation Guidelines, and shall remain in effect until rescinded by similar order. The authority granted by this Article is ongoing, and administrative orders may be issued from time to time as conditions warrant.

Sec. 10-328. Definitions.

As used in this Article, unless the context otherwise requires:

- (a) *Bonfire* means an outdoor fire burning material other than rubbish or debris in which the fuel area exceeds the dimensions of a recreational fire, but which are no greater than eight (8) feet in diameter and four (4) feet in height, and which is located fifty (50) feet or more from any structure or combustible material.
- (b) *Burning in the performance of an official duty* means engaging in any activity prohibited under this chapter by any Federal, State, or local officer, or member of a rescue or firefighting force organized, employed or contracted by a Federal, State or local firefighting, military, or police protection service where engaging in such activity is required for the performance of such duties.
- (c) *Fire Restriction Evaluation Guidelines* means that set of evaluation criteria currently in use by Federal, State and local fire suppression/management agencies for monitoring fuel moistures, fire danger class, current impacts on suppression resources, current fire cause types, fire weather forecasts, and other indicators of predicted fire danger.
- (d) *Illegal fireworks* means any composition or device, regardless of the mass of the explosive composition, designed to produce audible or visual effects by combustion that is illegal under State of Colorado law and includes without limitation: firecrackers, rockets, bottle rockets, roman candles, cherry bombs, mortars, and other similar items such as M-80s.
- (e) *Open fire or open burning* means any outdoor fire that does not meet the requirements of a recreational fire or bonfire where any material is burned on the ground or in an open receptacle other than a furnace, incinerator, or other equipment connected to a stack or chimney, and includes without limitation the burning of agricultural land, silvicultural lands, rangeland, wildland, ditches, trash, or debris for any purpose including without limitation wildfire risk reduction, pest control or prevention, crop management, or wildlife management.
- (f) *Permissible fireworks* means small firework devices containing not more than fifty (50) milligrams of explosive composition that are

designed to produce audible or visual effects by combustion and which are non-explosive and not intended to leave the ground and includes fountains, ground spinners, illuminating torches, dipped sticks and sparklers, and other similar items.

- (g) *Recreational fire* means an outdoor fire burning material other than rubbish or debris with a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height, which is located twenty-five (25) feet or more from any structure or combustible material.

Sec. 10-329. Unlawful acts.

During a Stage I, Stage II, or Stage III restriction, it shall be unlawful for any person to engage in acts prohibited by this Article within the municipal limits of the Town, including public, private, state and federal lands, while the restriction is in effect. The following table summarizes the prohibitions in place set forth by Sections 10-330 to 10-332 of this Article:

	None	Stage I	Stage II	Stage III
Burning of trash	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Emergency flares	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Illegal Fireworks	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Permissible Fireworks	Allowed	Allowed	Not Allowed	Not Allowed
Commercial pyrotechnics	Permit	Permit	Permit	Not Allowed
Bonfires	Permit	Not Allowed	Not Allowed	Not Allowed
Open Burning	Permit	Not Allowed	Not Allowed	Not Allowed
Recreational Fires	Allowed	Allowed	Not Allowed	Not Allowed
Model rockets	Allowed	Not Allowed	Not Allowed	Not Allowed
Outdoor charcoal grills	Allowed	Allowed	Not Allowed	Not Allowed
Smoking outdoors	Allowed	Allowed	Allowed*	Allowed*
Outdoor welding, gas torches, burning rods	Allowed	Allowed	Not Allowed	Not Allowed
Fires contained in liquid-fueled or gas-fueled stoves and grills	Allowed	Allowed	Allowed	Not Allowed
Indoor open fireplaces and wood-burning stoves	Allowed	Allowed	Allowed	Not Allowed
Gasoline operated power tools equipped with a spark arrestor	Allowed	Allowed	Allowed	Not Allowed
Smoking indoors or in enclosed vehicles	Allowed	Allowed	Allowed	Allowed
Burning in the performance of an official duty	Allowed	Allowed	Allowed	Allowed

*Outdoor smoking is permitted during Stage II and III restrictions, subject to the restrictions set forth in Sections 10-331 and 10-332.

Sec. 10-330. Stage I restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage I fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Burning of bonfires.
 - (e) Open burning.
 - (f) Launching of model rockets.
- (2) The declaration of a Stage I fire restriction shall allow commercial pyrotechnics by permit only, such permit to be issued in accordance with Section 10-296 of this Code.
- (3) Unless prohibited elsewhere in this Code, the declaration of a Stage I fire restriction shall allow:
 - (a) Use of permissible fireworks.
 - (b) Burning of recreational fires.
 - (c) Use of outdoor charcoal grills.
 - (d) Smoking indoors, outdoors, or within an enclosed vehicle.
 - (e) Outdoor welding, use of gas torches, or use of burning rods.
 - (f) Use of liquid or gas-fueled stoves and grills.
 - (g) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (h) Use of gasoline operated power tools equipped with a spark arrestor
 - (i) Burning in the performance of an official duty.

Sec. 10-331. Stage II restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage II fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Use of permissible fireworks.
 - (e) Burning of bonfires.
 - (f) Open burning.
 - (g) Burning of recreational fires.
 - (h) Launching of model rockets.
 - (i) Use of outdoor charcoal grills.
 - (j) Smoking outdoors except upon an improved nonflammable

surface that is barren or cleared of all flammable materials.

- (k) Outdoor welding, use of gas torches, or use of burning rods.
- (2) The declaration of a Stage II fire restriction shall allow commercial pyrotechnics by permit only, such permit to be issued in accordance with Section 10-296 of this Code.
- (3) Unless prohibited elsewhere in this Code, the declaration of a Stage II fire restriction shall allow:
 - (a) Use of liquid or gas-fueled stoves and grills.
 - (b) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (c) Use of gasoline operated power tools equipped with a spark arrestor
 - (d) Smoking indoors or within enclosed vehicles.
 - (e) Smoking outdoors upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (f) Burning in the performance of an official duty.

Sec. 10-332. Stage III restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage III fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Use of permissible fireworks.
 - (e) Commercial pyrotechnics.
 - (f) Burning of bonfires.
 - (g) Open burning.
 - (h) Burning of recreational fires.
 - (i) Launching of model rockets.
 - (j) Use of outdoor charcoal grills.
 - (k) Smoking outdoors except upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (l) Outdoor welding, use of gas torches, or use of burning rods.
 - (m) Use of liquid or gas-fueled stoves and grills.
 - (n) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (o) Use of gasoline operated power tools, even if accompanied by a spark arrestor.
- (2) Unless prohibited elsewhere in this Code, the declaration of a Stage III fire restriction shall allow:
 - (a) Smoking indoors or within enclosed vehicles.
 - (b) Smoking outdoors upon an improved nonflammable surface that is barren or cleared of all flammable materials.

(c) Burning in the performance of an official duty.

Sec. 10-333. Prohibition on use of emergency flares and roadside fusees.

The use of emergency flares or roadside fusees is prohibited at all times.

Sec. 10-334. Requirements when and where outdoor fires are permitted.

When and where bonfires, recreational fires, or open burning are permitted, the following requirements shall be in place:

- (1) A person 18 years of age or older must be physically present and continuously monitoring and attending to the outdoor fire at all times to ensure it remains safe and in control.
- (2) Attendees of an outdoor fire must have a functioning and suitable extinguisher nearby such as a garden hose or dry chemical extinguisher.
- (3) The outdoor fire must be the requisite distance away from structures or combustible materials and must not at any point move any closer to the structure than the stated distance. Such requisite distance shall be:
 - (a) Twenty-five (25) feet for recreational fires.
 - (b) Fifty (50) feet for bonfires and open fires.

Sec. 10-335. Outdoor Smoking in the Business Zone District.

Smoking outdoors in the Business Zone District is only permitted within ten (10) feet of a receptacle or ashtray designed for disposing of cigarette butts or similar discarded smoking items.

Sec. 10-336. Enforcement.

This Article shall be enforced by the Green Mountain Falls Town Marshal or his or her deputies, including thereby the administering agencies of the State and Federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody. Any exception to the meaning, terms, or enforcement of this Article shall be granted only by the administering agency, and only if the proposed action is deemed by the Green Mountain Falls Town Marshal to be safe or mitigatable.

Sec. 10-337. Penalties.

Violation of this Article shall be a misdemeanor under Green Mountain Falls Municipal Code. The penalties for violation of this adopted Code are as set forth in a resolution or subsequent modifications thereof.

Sec. 10-338-340. Reserved.

Section 2. Section 97, Article IV, Chapter 11, of the Green Mountain Falls Municipal Code is amended to read as follows:

Sec. 11-97. Fires prohibited.

...

- (b) It shall be unlawful to build fires in any place in or on park land during periods that the U.S. Forest Service rates the fire danger as very high or extreme for the Ute Pass area or when fire restrictions have been declared by the Fire District or County Fire Marshal, or when fire restrictions have been implemented by the town pursuant to Article XV, Chapter 10 of this Code.

Section 3. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be effective thirty (30) days after passage.

INTRODUCED AND ORDERED PUBLISHED the 18th day of December, 2018, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the ___ day of _____, 2019.

Tyler Stevens, Mayor Pro Tem

ATTEST:

Laura Kotewa, Town Clerk/Treasurer

Published in the Pike Peaks Courier, February 13, 2019.

GMF Fire Restrictions

	Fire Restrictions			
	None	Stage 1	Stage 2	Stage 3
Burning of Trash	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Emergency Flares, roadside fusees	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Illegal Fireworks ¹	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Permissible Fireworks ²	Allowed	Allowed	Not Allowed	Not Allowed
Commercial Pyrotechnics	Permit	Permit	Permit	Not Allowed
Bonfires ³	Permit	Not Allowed	Not Allowed	Not Allowed
Open Burning ⁴	Permit	Not Allowed	Not Allowed	Not Allowed
Recreational Fires ⁵	Allowed	Allowed	Not Allowed	Not Allowed
Launching of model rockets	Allowed	Not Allowed	Not Allowed	Not Allowed
Outdoor charcoal grills	Allowed	Allowed	Not Allowed	Not Allowed
Smoking Outdoors	Allowed	Allowed	Not Allowed	Not Allowed
Outdoor welding, using gas torches, burning rods	Allowed	Allowed	Not Allowed	Not Allowed
Fires contained within liquid-fueled or gas-fueled stoves and grills	Allowed	Allowed	Allowed	Not Allowed
Indoor open fireplaces and wood-burning stoves	Allowed	Allowed	Allowed	Not Allowed
Chainsaws with appropriate spark arrestors	Allowed	Allowed	Allowed	Not Allowed
Smoking Indoors and within enclosed vehicles	Allowed	Allowed	Allowed	Allowed
Burning in service in the performance of an official duty ⁶	Allowed	Allowed	Allowed	Allowed

*Sec. 10-334. **Requirements when and where outdoor fires are permitted.** When and where bonfires, recreational fires, or open burning are permitted, the following requirements shall be in place: (1) A person 18 years of age or older must be physically present and continuously monitoring and attending to the outdoor fire at all times to ensure it remains safe and in control. (2) Attendees of an outdoor fire must have a functioning and suitable extinguisher nearby such as a garden hose or dry chemical extinguisher. (3) The outdoor fire must be the requisite distance away from structures or combustible materials and must not at any point move any closer to the structure than the stated distance. Such requisite distance shall be: (a) Twenty-five (25) feet for recreational fires. (b) Fifty (50) feet for bonfires and open fires.*

*Sec. 10-335. **Outdoor Smoking in the Business Zone District.** Smoking outdoors in the Business Zone District is only permitted within ten (10) feet of a receptacle or ashtray designed for disposing of cigarette butts or similar discarded smoking items.*

¹ Illegal fireworks means any composition or device, regardless of the mass of the explosive composition, designed to produce audible or visual effects by combustion that is illegal under State of Colorado law and includes without limitation: firecrackers, rockets, bottle rockets, roman candles, cherry bombs, mortars, and other similar items such as M-80s.

² Permissible fireworks means small firework devices containing not more than fifty (50) milligrams of explosive composition that are designed to produce audible or visual effects by combustion and which are non-explosive and not intended to leave the ground and includes fountains, ground spinners, illuminating torches, dipped sticks and sparklers, and other similar items.

³ Bonfire means an outdoor fire burning material other than rubbish or debris in which the fuel area exceeds the dimensions of a recreational fire, but which are no greater than eight (8) feet in diameter and four (4) feet in height, and which is located fifty (50) feet or more from any structure or combustible material.

⁴ Open fire or open burning means any outdoor fire that does not meet the requirements of a recreational fire or bonfire where any material is burned on the ground or in an open receptacle other than a furnace, incinerator, or other equipment connected to a stack or chimney, and includes without limitation the burning of agricultural land, silvicultural lands, rangeland, wildland, ditches, trash, or debris for any purpose including without limitation wildfire risk reduction, pest control or prevention, crop management, or wildlife management.

⁵ Recreational fire means an outdoor fire burning material other than rubbish or debris with a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height, which is located twenty-five (25) feet or more from any structure or combustible material.

⁶ Burning in the performance of an official duty means engaging in any activity prohibited under this chapter by any Federal, State, or local officer, or member of a rescue or firefighting force organized, employed or contracted by a Federal, State or local firefighting, military, or police protection service where engaging in such activity is required for the performance of such duties.

BOARD OF TRUSTEES AGENDA MEMO

DATE:	AGENDA NO	SUBJECT:
Presented by: Angie Sprang, Town Manager		Update on DOLA Flood Recovery Project Bid

Recommend action:

Options include:

1. Accept bid proposal from Milestone to complete 50% of the projects for the remaining budgeted amount of \$146k. This option will complete ONLY the public safety critical projects, Maple & Midland culvert replacements.
2. Cancel the bid(s) and go through the bid process again (re-advertise it again). This option may delay the process, and could result in (1) a bid that could complete the project within budget, (2) a bid proposal for some of the projects, or (3) no bid proposals.

Background:

Flooding in 2018 resulted in damages to culverts on Maple, Midland, Iona, and El Paso. DOLA awarded grant funding with a 25% match the Town funding to repair the damages. Of those funds remains \$146k to complete the construction of all four projects. The engineer on the projects notes that the priority of the projects is as follows: (1) Maple, (2) Midland, (3) El Paso, (4) Iona, with Maple and Midland designated as health/safety critical. The bidding process resulted in one bid (attached). The bid for all 4 projects came in well over budget, and DOLA will not appropriate more funding for these projects. After negotiating with the bidder, the bidder submitted a reevaluated bid for only Maple and Midland in the amount of \$146k. The Town has until 12.31.2020 to use the DOLA funds, at which time the grant contract expires, and remaining funds will be re-appropriated elsewhere to benefit another municipality.

Issue Before the Board:

Options include:

1. Accept bid proposal from Milestone to complete 50% of the projects for the remaining budgeted amount of \$146k. This option will complete ONLY the public safety critical projects, Maple & Midland culvert replacements.
2. Cancel the bid(s) and go through the bid process again (re-advertise it again). This option may delay the process, and could result in (1) a bid that could complete the project within budget, (2) a bid proposal for some of the projects, or (3) no bid proposals.

Conclusion

Staff presents the options above to the Board for a next steps discussion, motion, and vote.

TOWN OF GREEN MOUNTAIN FALLS

INVITATION FOR BIDS
IFB NO.: 19-001

Sealed best-value bids for **Construction of Flood Repairs** for the Town of Green Mountain Falls (GMF) **will be received by the Town of Green Mountain Falls via Wilson & Company**, at 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, CO 80919, **UNTIL: AUGUST 28, 2019, AT 10:30 AM** at which time they will be publicly opened and read aloud. Any questions need to be submitted no later than 10:30 a.m., Friday, August 23, 2019, all technical questions need to be submitted in email or fax format.

A **Bid Security** in the form of a certified check, cashier's check or bid bond made payable to the Town of Green Mountain Falls, Colorado in the amount of 5% of your bid total must accompany your bid. The successful Contractor will be required to furnish a 100% Performance Bond and Payment Bond.

THE TOWN OF GREEN MOUNTAIN FALLS WILL
NOT BE HELD RESPONSIBLE FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.
PLEASE USE WILSON & COMPANY OUR WEBSITE ONLY.
CONTACT WILSON & COMPANY AT
719-520-5800 TO REQUEST A SPECIFICATION PACKAGE OR LOG ONTO
OUR WEBSITE AT Ftp.Wilsonco.com TO DOWNLOAD DOCUMENTS.

There will be a \$25.00 charge for the plans and specifications on a CD.
Cash or check ONLY, NO CREDIT CARDS.

Any questions regarding this bid should be directed to Andre Brackin, Senior Project Manager, email: Andre.Brackin@wilsonco.com or 719-339-3841.

WILSON & COMPANY, AGENT FOR TOWN OF GREEN MOUNTAIN FALLS

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TOWN OF GREEN MOUNTAIN FALLS

**RESPONSE CHECKLIST
For
Construction of Flood Repairs**

The bidder’s attention is especially called to the items listed below, which must be submitted in full as part of the bid.

Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation or provision not officially invited in this IFB (Invitation For Bids) may be cause for rejection of the bid.

Bidder shall check each box indicating compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- RESPONSE CHECKLIST
- ADDENDUM(S) ACKNOWLEDGED (if applicable)
- BID BOND (5%)
- COPIES OF GENERAL / VEHICLE LIABILITY INSURANCE and WORKERS’ COMPENSATION CERTIFICATES
- CONTRACTOR’S QUALIFICATION STATEMENT
- DECLARATION FORM
- NON-COLLUSION AFFIDAVIT
- WORK PLAN / SCHEDULE**
- BID FORM
- ONE (1) ORIGINAL HARDCOPY SET **AND ONE (1) COMPLETE COPY OF ALL BID DOCUMENTS**

COMPANY NAME:	PHONE NUMBER:
STREET ADDRESS:	FAX:
CITY, STATE, ZIP:	Email:
AUTHORIZED REPRESENTATIVE NAME (PRINT):	TITLE:
AUTHORIZED REPRESENTATIVE SIGNATURE:	DATE:

TOWN OF GREEN MOUNTAIN FALLS

**GENERAL SPECIFICATIONS
FOR
Flood Repair Projects**

The Town of Green Mountain Falls (GMF), El Paso County, Colorado, a Colorado municipality, is seeking written "best value" bids from qualified, experienced contractors to provide all labor, materials and equipment necessary for the construction of flood repairs for the Maple Street Bridge and the Midland Avenue culvert projects for the Town, as per these specifications and construction plans. This work is funded by the Town and through a grant from the Department of Local Affairs (DOLA.)

Background and General Information

The Town of Green Mountain Falls is located on the South side of US Highway 24, approximately 7 miles west of the Town of Cascade, which is 15 miles west of Colorado Springs at Interstate Highway 25. The flood repairs consist of four project locations. The Maple Street Bridge is located off Ute Pass Avenue near the intersection with Maple Street. The Midland Avenue culvert replacement is located near the intersection of Belvedere Avenue and Midland Avenue. Iona Street culvert replacement is located in a sharp curve (see map.) El Paso Trail Road is a surface drainage improvement located a half mile north of the intersection with Ute Pass near the Town Hall. These locations are within the jurisdictional limits of the Town of Green Mountain Falls. The work consists of culvert replacement and drainage improvements and access to allow access to private properties. Work areas lie within the Town's roads Rights of Way.

As these projects are maintenance repairs, no environmental assessment was required and no mitigation of impacts are required.

The construction contract is a working day contract and it is anticipated that the work can be completed in one construction season.

This project does not include utility relocations, but utilities are present with the project limits and must be protected during construction.

SCOPE OF WORK

These bid plans and specifications incorporate the document entitled “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2011), The bid specification documents also incorporate the document entitled “COLORADO STANDARD PLANS, and COLORADO DEPARTMENT OF TRANSPORTATION, M & S STANDARDS” (July 2017), as if physically attached and bound herein.

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation “STANDARD SPECIFICATIONS”, and their “COLORADO STANDARD PLANS - M & S STANDARDS” for use in bidding and construction of the project. Copies are available for examination at the office of the Owner.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011, controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement. All methods, procedures, materials, control of work, and bases of measurements not herein covered will comply with the Standard Specifications for Road and Bridge Construction, Department of Transportation State of Colorado, 2011.

Construction signage shall follow the federal “MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES”, latest edition.

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I. TECHNICAL REQUIREMENTS

These bid specifications incorporate the following documents, as if physically attached and bound herein:

- *Standard Specifications for Road and Bridge Construction*, Colorado Department of Transportation, State of Colorado, 2011 or most current edition
- *Standard Plans: M & S Standards*, Colorado Department of Transportation, 2012 or most current edition

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction* and *Standard Plans: M & S Standards* for use in bidding and construction of the project. Copies are available for examination at the office of the "Wilson & Company Agent for Town "Owner" (Wilson & Company, 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, CO 80919).

The *Standard Specifications for Road and Bridge Construction*, Department of Transportation, State of Colorado (2011) controls construction of this project. The majority of the methods, procedures, control of work, materials and basis of measurements not herein covered will comply with the "CDOT Standard Specifications", unless otherwise noted. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement.

Asphalt paving shall be performed in accordance with the CDOT Specifications for Road and Bridge Construction.

Construction and permanent signage shall follow the federal *Manual on Uniform Traffic Control Devices*, latest edition.

A. PROJECT STANDARD SPECIFICATIONS

The following Project Special Provisions supplement or modify the "CDOT Standard Specifications" and take precedence over the Standard Specifications and construction drawings.

REVISION OF SECTION 101 DEFINITIONS AND TERMS

Certain terms utilized in the Specifications referred to above shall be interpreted to have different meanings (where applicable) within the scope of this Contract. When used in reference to compliance with laws and regulations, or the source of specifications or drawings, the terms shall retain their original meaning. A summary of redefinitions follows:

The following sections are amended for purposes of identification of the Owner and responsible parties for control of the construction of this project.

CONTRACT MODIFICATION ORDER: In addition to the definition given in the Standard Specifications, the term "Contract Modification Order" shall also include and be synonymous with the term "Change Order".

PROJECT ENGINEER: This term shall mean the duly assigned representative for the Town of Green Mountain Falls or designated representative.

OWNER: The term "OWNER" shall refer to the Town of Green Mountain Falls or designated representative

Other additional terms that may be utilized in the Standard Specifications shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

GMF shall mean the Town of Green Mountain Falls.

CHIEF ENGINEER shall mean the Town of Green Mountain Falls or his designated representative.

COUNTY shall mean the GMF.

DEPARTMENT shall mean the GMF.

DEPARTMENT OF TRANSPORTATION shall mean the GMF.

DISTRICT ENGINEER shall mean the GMF or his designated representative.

DIVISION shall mean the GMF.

DIVISION OF HIGHWAYS, STATE OF COLORADO shall mean the GMF.

ENGINEER shall mean the GMF or his designated representative.

PROJECT ENGINEER shall mean the GMF or his designated representative.

REGIONAL TRANSPORTATION DIRECTOR shall mean the GMF or his designated representative.

STAFF CONSTRUCTION ENGINEER shall mean the GMF or his designated representative.

STATE, STATE OF COLORADO, OR STATE DEPARTMENT OF TRANSPORTATION OR CDOT" shall mean GMF (where applicable).

AWARD OFFICER shall mean the GMF or his designated representative.

REVISION OF SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.01 - Pre-Qualification of Bidders, is deleted in its entirety.

Subsection 102.05 shall include the following:

The following information is available for the Contractor's review and such information is not considered to be a part of the Contract:

- a. Hydraulics Data (pdf)
- b. Existing Bridge Assessment (pdf)
- c. Nationwide Permit (NWP) 14(pdf)
- d. Floodplain Development Permit (pdf)
- e. Construction Contract (GMF)
- f. General Conditions to the Contract

The construction plans for bidding purposes are not signed and sealed. Signed and sealed plans will be furnished to the successful contractor at the time of contract award.

The successful bidder may obtain from the District, at no cost, the plans and Project Special Provisions. Additional sets of plans and other available data may be purchased on a cash sale basis

at current reproduction prices. Subcontractors and suppliers may obtain plans and other data from the successful bidder or they may purchase copies on a cash sale basis.

**REVISION OF SECTION 103
AWARD AND EXECUTION OF CONTRACT**

Section 103 of the Standard Specifications is hereby deleted in its entirety.

B. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract as specified in Revision to Section 108. The Contractor shall complete all work within 120 working days after receiving the "Notice to Proceed". The Contract is a working Day Contract, with the option for the SFTRMD to allow work at night, weekends and holidays with approval by the Project Engineer.

Salient features to be shown on the Contractor's Progress Schedules are:

1. Award of Project
2. Staging area
3. Submittal of Stormwater Permit
4. Submittal of Performance Bond
5. Receipt of Notice to Proceed
6. Mobilization and Construction Signing
7. Construction Surveying
8. Erosion Control BMP's
9. Structure Temporary Access Road
10. Traffic Control
11. Bridge Construction
12. Earthwork
13. Signing and Striping
14. Removal of Existing Culverts

The Contractor must schedule his work to complete the project within the time shown.

**C. PROJECT SPECIAL PROVISIONS:
(Index and text included as separate document due to size)**

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**D. PROJECT STANDARD SPECIAL PROVISIONS:
(Index and text included as separate document due to size)**

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Revision of Section 106, 627, & 713 – Glass Beads for Pavement Marking
Revision of Section 107 – Responsibility for Damage Claims,
Insurance Types, and Coverage Limits
Revision of Section 107 – Warning Lights for Work Vehicles & Equipment
Revision of Section 107 – Water Quality Control (Contractor Obtained
Stormwater Permit)
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Revision of Section 108 – Liquidated Damages
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Revision of Section 108 – Payment Schedule (Single Fiscal Year)
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Revision of Sections 203, 206, 304, & 613 – Compaction
Revision of Section 206 – Structure Backfill at Bridge Abutments
Revision of Sections 206 & 601 – Maturity Meters & Concrete Form
& Falsework Removal
Revision of Section 208 – Erosion Control
Revision of Section 212 – Seed
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Revision of Section 216 – Soil Retention Covering
Revision of Section 250 – Environmental, Health & Safety Management
Revision of Section 401 – Compaction of Hot Mix Asphalt

**TOWN OF GREEN MOUNTAIN FALLS
FLOOD REPAIRS
SPECIAL PROVISIONS**

Green Mountain Falls, CO

PROJECT STANDARD SPECIAL PROVISIONS (Continued)
2011 Specification Book

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Revision of Section 601 – Class H & HT Bridge Deck Concrete

Revision of Section 601 – Concrete Batching

Revision of Section 601 – Concrete Finishing

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Revision of Section 612 – Delineators

Revision of Section 614 & 713 – Sign Panel Sheeting

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Revision of Section 627 & 713 – Modified Epoxy Pavement Marking

Revision of Section 630 – Retroreflective Sign Sheeting

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Revision of Section 712 – Water for Mixing or curing Concrete

Revision of Section 713 – Reflectors for Delineators & Median Barrier

Railroad Insurance

Special Construction Requirements, Fire Protection Plan

E. GENERAL

1. Bidders must use the Bid Form included with this Invitation for Bid (IFB). Bidders must fill in accurately and completely all forms included herein and may attach additional pages if more space is needed. **The additional information requested in these specifications is to be included with or attached to the submitted bid.**
2. Bidders must provide customer references on or with the qualification statement form included in this bid. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the work required in the time frame allowed. Bidders must have all licenses and certifications required to perform the work requested herein in order to submit a bid. Include copies of licenses/certifications with the bid.
3. No bid will be accepted from, nor will any contract be awarded to, any person or firm, who is in arrears to District, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the District, or who is deemed irresponsible or unreliable by District. The District reserves the right to award as is deemed in the best interest of Santa Fe Trail Ranch Metropolitan District.
4. It is not the intent of these specifications to cover each and every detail. Any problems that may arise must be promptly reported to the District, and will be subject to the decision of the District. The bidder is expected to carefully examine the size and scope of the proposed work prior to submitting its bid. The bidder certifies it has checked carefully all the specifications, drawings and figures, and understands that the District will not be responsible for any errors or omissions on the part of the bidder in compiling and submitting this bid. The bidder has examined the location(s) of the proposed work, and is familiar with the specifications and all Contract documents related thereto, and the local conditions at the place where the work is to be done. The bidder has checked carefully all the quantities, and understands that the District will not be responsible for any errors or omissions on the part of the bidder in making this bid. All work performed shall meet all federal, state and local regulations and codes. The bidder furthermore agrees, if awarded a Contract for work included in this proposal, to begin and to complete and to deliver the work contemplated in accordance with the conditions set forth in the Contract Documents.
5. The bidder agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including any testing required to approve an alternate source of backfill. Contractor shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required. Surcharges are not allowed.
6. **Work Schedule/Plan:** Bidders need to include a Work Schedule/Plan showing how they will meet the Town's timeframe and maximize construction efficiency to provide the best value to the Town. **Schedules submitted for this bid shall assume an Award Date of 2019. Mobilization and Construction is to start 2019.** Bidders shall clearly identify any proposed construction phasing with the bid proposal.
7. After work has started under a contract award for this bid, the Contractor shall maintain a sufficient work force, machinery and materials, on site at all times to ensure a smooth progression of work and a timely completion of the Project within the allotted time. Contractor shall be

required to maintain rigid control of all materials, which must comply with the specifications as stated. Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries.

8. A **Pre-Construction Conference is to be held before work is started on this project.** This conference will be held at Wilson & Company, 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, CO 80919. The selected contractor shall attend the Pre-Construction Conference. It is anticipated that the Notice to Proceed shall be issued by the District prior to the date of the Pre-Construction Conference. The Town of Green Mountain Falls will determine the actual starting date, which will not occur before award of a contract. .
9. **Labor:** The Contractor shall conform to all the provisions of the Federal, State and Local laws and regulations relating to labor.
10. **Right-of-Way:** Work is to be done within the road Right-of-Way.
11. **Surveying:** Construction surveying shall be performed by the Contractor.
12. **Warranty:** Contractor must verify all dimensions, measurements and amounts, and insure safety and security of the work. The successful Contractor shall, at a minimum, guarantee all work and materials incorporated into this project for a minimum of one (1) year following the date of final acceptance by the District. If it is necessary for the Contractor to do warranty work and repair some work and/or materials, the Contractor shall guarantee like work and like materials that required repair for a minimum of two (2) years following the date of final completion of the repair work.
13. **Inspections:** The Town of Green Mountain Falls will provide quality assurance inspection. Quality control is the contractor's responsibility.
14. **Pricing:** For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit price shall prevail. All costs incidental to these requirements will not be paid for separately but shall be included in the work. Quantities noted are estimates based on the most current information available to the District. Any approved changes shall be based upon the unit prices.

F. CONTRACTOR RESPONSIBILITIES

1. **Legal Relations and Responsibility To The Public:** The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the work or which in any way affect the conduct of work, or Contractor's ability to perform the work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the **Town of Green Mountain Falls** and its representatives against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order or decree, whether by itself or its employees.
2. **CONSTRUCTION WORK AREA:** The Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the District.
3. **CHARACTER OF WORKERS, METHODS, and EQUIPMENT:** The Contractor shall at all times employ sufficient labor and equipment to properly perform the work per this bid. All workers shall have sufficient skill and experience to properly perform the work assigned them. All equipment, which is proposed to be used on the work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the work. If in the opinion of GMF, employees and/or a

certain type of equipment are not producing the work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.

4. **SAFETY:** The Contractor shall ascertain and ensure that its personnel are equipped with and use all safety devices required to comply with Federal, State and local regulations, including but not limited to the Occupational Safety and Health Administration (OSHA).
15. **LOAD RESTRICTIONS & TRUCK ROUTES:** Haul routes must be planned, prior to bidding, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State and local governmental regulations regarding truck traffic and truck routes. The Contractor shall comply with all legal load restrictions in hauling of materials on public roads. Permits as required must be obtained by the Contractor at its cost. The operation of equipment of such weight or so loaded as to cause damage to roadways or to structures or to any type of construction will not be permitted. Hauling of materials over base or surface courses shall be only as directed by the County Engineer. The Contractor shall be responsible for all damage done by their hauling equipment. Suppliers shall also use Town designated truck routes for all through traffic, deviating from the route(s) only at the point closest to the pick-up or drop-off of goods or materials.

G. UNACCEPTABLE AND UNAUTHORIZED WORK:

1. The Contractor will be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable.
2. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, damage through carelessness or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately by Contractor and replaced in an acceptable manner, at no additional cost to the District.
3. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due to the Contractor.

H. EMERGENCY CANCELLATION OF CONTRACT

1. In the event a national emergency crisis exists or arises, creating a shortage of materials, labor, and equipment, and such crisis will probably continue for an unreasonable length of time resulting in the Contractor's inability to continue with construction, the District may cancel, without default, such contract wholly or in part, with appropriate written notice. In the event of an emergency arising in the Town of Green Mountain Falls, to such an extent that budgeted monies will have to be used for other more pressing purposes, the Town may cancel the Contract, per the provisions of the Contract, without defaulting on the Contract. Such Notice of Cancellation shall be processed through the Town of Green Mountain Falls Board of Trustees and the Mayor.
2. The Contractor will be paid for the amount of work completed and materials used under the Contract to the date of cancellation of said Contract, for all work deemed acceptable to the District. The Contractor will also be paid for materials obtained for the project but not incorporated in the work performed, said materials becoming the property of the Town of Green Mountain Falls, with the Contractor executing and delivering titles for said materials to the Town representative. Settlement for the work performed shall not relieve the Contractor or its surety from responsibility for defective work and/or materials on the completed portion of the work.

I. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT:

1. Partial payment will be made no more frequently than once a month, for work satisfactorily completed, and accepted by the Project Engineer, as the work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the Project Engineer of the value of work performed and materials furnished and placed in accordance with the Contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the work performed including location(s), quantities, unit prices and extended prices. The Town shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the District of the entire Contract work. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the Town of Green Mountain Falls.
2. Prior to acceptance by the District of the project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the District.
3. Upon notice from the Contractor of presumptive completion of the entire contracted work, the District Engineer will make an inspection. If all the work provided per the Contract is found to have been satisfactorily completed, the Project Engineer will make final acceptance and shall notify the Contractor in writing of this acceptance. The Town will submit a Notice of Substantial Completion from which a Notice of Final Payment will be published by District. Retainage cannot be released nor final payment made prior to the release date listed in the Notice of Final Payment.
4. Final payment will be made after the Contractor has indicated in writing its acceptance of such final payment as full and complete, has released the Town of Green Mountain Falls from all claims arising from the prosecution of all work under the Contract, and after Notice of Final Payment has been published by the Town.
5. The Town reserves the right to not approve payment wherein the service claimed on the invoice is not, in the Town's sole opinion, satisfactory or cannot be adequately verified by the Town. If the Town has to supply services and/or contract with another vendor for the services contracted hereunder, due to contractor's inability to perform as required, the cost will be charged back to the contractor.
6. **Method of Payment and Invoices:** The Contractor shall be responsible for invoicing the Town. Contractor shall submit invoices to the Town which shall contain at a minimum the following detailed information: contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice. Payment is Net 30 days after receipt of invoice.

II. BID PROCESS REQUIREMENTS

- A. **INQUIRIES:** Bidders finding fault in the specifications contained in this IFB should notify the District representative named below, no later than five (5) days prior to the bid opening. The individual listed below is the only representative of the District with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. **All contact regarding this IFB shall be to Andre Brackin, (719) 339-3841, e-mail: andre.brackin@wilsonco.com, or FAX: (719) 520-0108, preferably by email or fax. All questions are due no later than 10:30 a.m., Thursday, _____ 2019;** all technical questions need to be submitted in email or fax format.

- B. There will be a **MANDATORY PRE-BID CONFERENCE held on Tuesday, January 31, 2019 at 10:30 A.M. at the Maple Street Bridge Site Location, .** Only firms attending this conference will be considered for award of contract. When attending the pre-bid conference, please bring your business card. The conference attendee shall be an agent of the bidder, familiar and involved in the bidder's work and the bidding process.
- C. **BID SUBMISSION: Bids must be received in the Wilson & Company office, 5755 Mark Dabbling Boulevard, Suite 220, Colorado Springs, CO 80919 no later than Tuesday February 7, AT 10:30 AM** at which time they will be publicly opened and read aloud. Bids must be mailed or delivered in a sealed package to the above stated address and identified as "IFB No.:19-001 Construction of Flood Repairs" in the bottom left-hand corner of the envelope.

Bid Bond: Each bid must be accompanied by a bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best's Insurance Guide, latest edition, or have a Best's Financial Rating of at least class X, cashier's check, or certified check drawn on an acceptable bank and payable without qualification to the Town of Green Mountain Falls.

- D. **BID FORM: Bidders must completely fill out the Forms included in this bid, but may attach additional pages** if more space is needed. These documents are available in MS Word format and/or MS Excel to facilitate filling out the forms, bidders may send an email requesting the documents in a non-pdf format. Bids shall be complete and signed by an authorized representative of the bidder. Failure to submit all information requested may result in the **Town of Green Mountain Falls** requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Town.
- E. **INSURANCE REQUIREMENTS:** For bid purposes, bidders must submit copies of certificates of insurance for general liability and workers' compensation, as referenced on the Response Checklist. The successful contractor will be required to provide original certificates for Comprehensive General Liability, Automobile Liability, any specialized liability required by the nature of the work, prior to commencing work, at its own expense, naming the Town of Green Mountain Falls as an additional insured, along with an original Workers Compensation certificate, with a 30-day cancellation notice, and maintain such coverage for the duration of the bid award/contract. The successful bidder shall provide this proof of insurance within ten (10) days of Notice of Award.
- F. **BEST VALUE BID EVALUATION CRITERIA:** Additional technical information may be requested from any bidder for clarification purposes. These requests may be made prior to, during or after the bid evaluation, but in no way will change the original submitted bid. Bids will be evaluated for best-value award based on the following criteria:
1. Completeness of bid and compliance to the IFB specifications & requirements.
 2. Vendor's experience and qualifications **pertinent** to the project requirements (include information with Qualification Statement).
 3. Vendor's financial stability (include information with Qualification Statement).
 4. References: include information with Qualification Statement; and prior performance (if applicable).
 5. **Workplan / Schedule:** describe/show how vendor plans to schedule the work by task; availability of vendor's materials, equipment & labor, to begin contract and perform quality work on schedule, and to complete the work as specified (include information with Qualification Statement).
 6. Prices.
- G. **BID AWARD:** Issuance of this IFB and receipt of bids does not commit the District to award a contract. The Town reserves the right to postpone opening, to accept or reject any or all bids

received in response to this IFB, to award a contract to one (1) or more bidders, or to cancel all or part of this IFB. Any contract awarded between the Town and the successful bidder may consist of a Construction Contract (GMF format), this IFB and any addendums, the submitted bid, the resulting Contract, and original certificates of insurance. If bidder does not agree with any terms or conditions of the standard solicitation and award documents, the bidder must present its exceptions to the standard terms and conditions with its bid. If no concerns are expressed by bidder, the Town shall consider that all terms and conditions of the standard contract documents shall control. GMF reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

- H. **TERM OF CONTRACT:** The term of the contract will be from date of award through project completion.
- I. **IFB REQUIREMENTS:** Bids must be received in duplicate form (one original **and** one complete copy of **all** bid documents), **signed** by an authorized representative of the bidder. By submitting a bid, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this IFB, (2) attended the Mandatory Pre-Bid Conference, and (3) are capable of performing quality work in the necessary timeframe to achieve the Town's objectives.

THE FOLLOWING INFORMATION MUST BE PROVIDED ON OR WITH THE BID FORM INCLUDED IN THIS IFB:

1. RESPONSE CHECKLIST (completed, **and signed** by authorized representative).
2. All items on the Response Checklist.
3. Addendum(s) Acknowledged/signed (if applicable).
4. Provide evidence of vendor's financial stability, on or with the Qualification Statement.
5. Brief summary of vendor's background & experience, including references (3 minimum), on or with Qualification Statement.
6. List of other projects and firm's availability to complete this project in the County's noted timeframe, on or with Qualification Statement.
7. References, 3 minimum (on or with Qualification Statement).
8. **Submit a schedule/plan** for required work, showing how you will meet the Town's timeframe and maximize construction efficiency. **Assume an Award date of February 27, 2017.**
9. Unit and Extended Price for all Bid Items.
10. Force account items
11. Total Project Price
12. Bid Form (completed and signed by authorized representative).

J. **OTHER DOCUMENTS INCLUDED FOR REVIEW:**

2. Documents listed in Project Special, Revision of Section 102:
 - a. Hydraulics Data (pdf)
 - b. Existing Bridge Assessment (pdf)
 - c. Nationwide Permit (NWP) 14(pdf)
 - d. Floodplain Development Permit
 - e. Construction Contract (GMF)
 - f. General Conditions to the Contract

GMF RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BIDS BASED ON BIDDER'S ABILITY TO MEET OR EXCEED MINIMUM SPECIFICATIONS, FUNCTIONALITY, PRICE, DISCOUNTS, QUALITY, DELIVERY, QUANTITY OR AVAILABILITY OF MATERIALS, LEAD TIME, INSTALLATION, QUALIFICATIONS, EXPERIENCE, REFERENCES, MANPOWER, EQUIPMENT, INSURANCE, SCHEDULING, OR CAPABILITY OF BIDDERS TO PROVIDE OR PERFORM THE REQUIREMENTS, AND ACCEPT THE BID(S) THAT IS DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF GREEN MOUNTAIN FALLS.

Any questions regarding the contents of this IFB should be directed to Andre Brackin, P.E., Senior Project Manager, at 719-339-3841, or email at andre.brackin@wilsonco.com

IFB NO.: 19-001

DATE: 2019

**TOWN OF GREEN MOUNTAIN FALLS
DECLARATION FORM
for Construction of Flood Repairs (El Paso County, CO)**

TO: Town of Green Mountain Falls
EL PASO COUNTY, COLORADO

I have examined the specifications for the proposed work.

I understand and accept the proposition that the estimate of quantities is approximate only, that the quantities are subject to either be increased or decreased and therefore propose to perform any increase and/or decrease in quantities at the unit price named in the bid schedule.

I agree that the Invitation for Bid, Instructions to Bidders, the General Specifications, any Addendums, Non-Collusion Affidavit, Bid Form and this Declaration Form shall be part of the Contract.

If my bid is accepted, I will furnish a Performance Bond and labor and material Payment Bond in a form acceptable to the District, in a sum equal to 100% of the contract price, with surety listed on the Federal Treasurer's list, to guarantee the completion of the work and also to guarantee that all labor and material used in this work, or incidental to the completion of this work, shall be fully paid for.

I hereby propose to furnish all labor, equipment, materials and supplies and to sustain all the expenses incurred in doing the work hereinafter described and in accordance with the Plans and Bid Specifications and under the direction and instructions of the Project Engineer or his authorized representative, for the prices shown in the bid schedule.

I agree to protect all of my employees on this contract by enforcing adequate safety practices and providing Workman's Compensation insurance.

I agree that any extra work and/or materials which the Project Engineer may order in writing is to be paid for either at a unit price and extended price or as a lump sum as agreed upon prior to the work. Force account bills will be checked and signed at the end of each day by the Project Engineer or his designated representative and the Contractor's Representative provided that nothing for which a bid price is provided in this bid schedule is to be classed as extra work.

I hereby agree to execute a Contract and provide Bonds as required within ten (10) days, or such further time as may be allowed in writing by the Project Engineer, after receiving the Notification of Award based on this bid. If I do not respond within the designated time frame, the Town may proceed to award the contract to another, to re-advertise the work for bids or proceed in any lawful manner deemed advisable. The Bid Bond accompanying my Bid shall become forfeited to the Town as liquidated damages.

I hereby agree to conform to the specifications, which indicate procedures of commencing and completing the work or to abide by any changes thereof as may be designated in writing by the Project Engineer and mutually agreed to.

It is agreed that in case the Contract is awarded to another, the Bid Bond, unless forfeited as stated above, will be returned to my firm designated below.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE:

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

DATE:

PHONE:

ATTEST:

This Bid must be signed in ink by a signing officer for the company. When a corporation is the bidder, the person signing shall state under the laws of what state the corporation was chartered and the name and title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of their authority to do so.

TOWN OF GREEN MOUNTAIN FALLS

NON-COLLUSION AFFIDAVIT
for
Construction of Flood Repairs (El Paso County, CO)

STATE OF _____)
COUNTY OF _____) SS

A. _____, being first duly sworn, deposes and says that:

- 1. Representative is the _____ (Owner, partner, officer, representative or agent) of (name of firm)_____ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to IFB NO.: 19-001 is genuine and not collusive;
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed:_____

B. Subscribed and sworn to before me this _____ day of _____, 2014.

(NOTARY PUBLIC)

My Commission Expires: _____

TOWN OF GREEN MOUNTAIN FALLS

CONTRACTOR'S QUALIFICATION STATEMENT for Construction of Flood Repairs (El Paso County)

This statement will provide information which will enable the Town to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bids (IFB) or Request for Proposals (RFP). Please complete this form in its entirety and submit it along with the other required bid documents. If there is not enough room on the form to answer the questions, attach additional pages if necessary.

If additional information is provided on a separate sheet for any of these items, clearly specify where it can be located in your submittal package.

(PRINT or TYPE)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

PHONE: _____ FAX: _____ Email: _____

AUTHORIZED REPRESENTATIVE NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

AUTHORIZED REPRESENTATIVE SIGNATURE (sign here):

[Redacted Signature Box]

1. TYPE OF BUSINESS

Corporation Individual Partnership Joint Venture Other: _____

2. TYPE OF LICENSE & LOCATION

3. CONTRACTOR CLASSIFICATION

General Contractor Electrical Contractor
 Plumbing Contractor Hvac Contractor
 Roofing Contractor Asbestos Removal
 Other (Please Specify): _____

4. NUMBER OF YEARS IN BUSINESS:

5. On a separate sheet provide a brief history of your firm, staff size and experience, include a resume for the project manager and each key personnel assigned to this project.

6. What other name(s) has your company operated under:

7. Have you or your firm ever failed to complete any work awarded to you?

NO YES IF "YES", EXPLAIN:

8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract within the last five (5) years?
NO YES IF "YES", EXPLAIN:

9. Has your firm or any partners or officers ever been involved in any bankruptcy action?
NO YES IF "YES", EXPLAIN:

10. Are you presently involved in any litigation with an owner or other government agency?
NO YES IF "YES", EXPLAIN type, kind, plaintiff, defendant, etc. and state the current status (attach pages if necessary):

11. List three (3) similar projects (local or state-wide) from last five (5) years: (include location of project; contact name, address, phone number; size of project (contract \$ amount):
(NOTE: Detailed information on these projects may also be requested in the solicitation package.)

1. _____

2. _____

3. _____

12. List current similar projects (local or state-wide) under contract: (include location of project, contact name, address, telephone number, size of project (contract \$ amount).
(NOTE: detailed information on these projects may also be requested in the solicitation package.)

1. _____

2. _____

3. _____

13. BANK REFERENCE:

Address: _____
Contact Name: _____ Phone: _____

14. BONDING COMPANY AND AGENT:

Company Name: _____
 Agent Name: _____ Phone: _____
 (A) Current Bonding Rate: _____
 (B) Largest Individual Project Bond To Date: \$ _____

15. SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS:

Company Name: _____
 Agent Name: _____ Phone: _____

The Signatory of this questionnaire guarantees the truth and accuracy of all statements herein, including the following items:

- I/We have cash and other liquid assets available for this project, \$ _____ independent of all other undertakings, in the amount of : _____
- Following is a list of all work I/We have under contract at the present time:

Location of Work	Character of Work	Total \$ Amount	% Complete	Date Completed

- The proposed work has been inspected by the Bidder's representative (list name and title): _____ as follows:

- If awarded the Contract, I/We propose to carry out the work according to the following plan (attach pages if necessary):

- I/We own and have available for the work the following equipment (attach additional pages if needed):

EQUIPMENT (fully describe: size, condition, years of service, etc.):	LOCATED AT:	DATE AVAILABLE

- I/We expect to purchase the following equipment, which will reduce the available quick assets indicated in Paragraph 1 of this form by \$ _____:

- I/We expect to rent the following equipment:

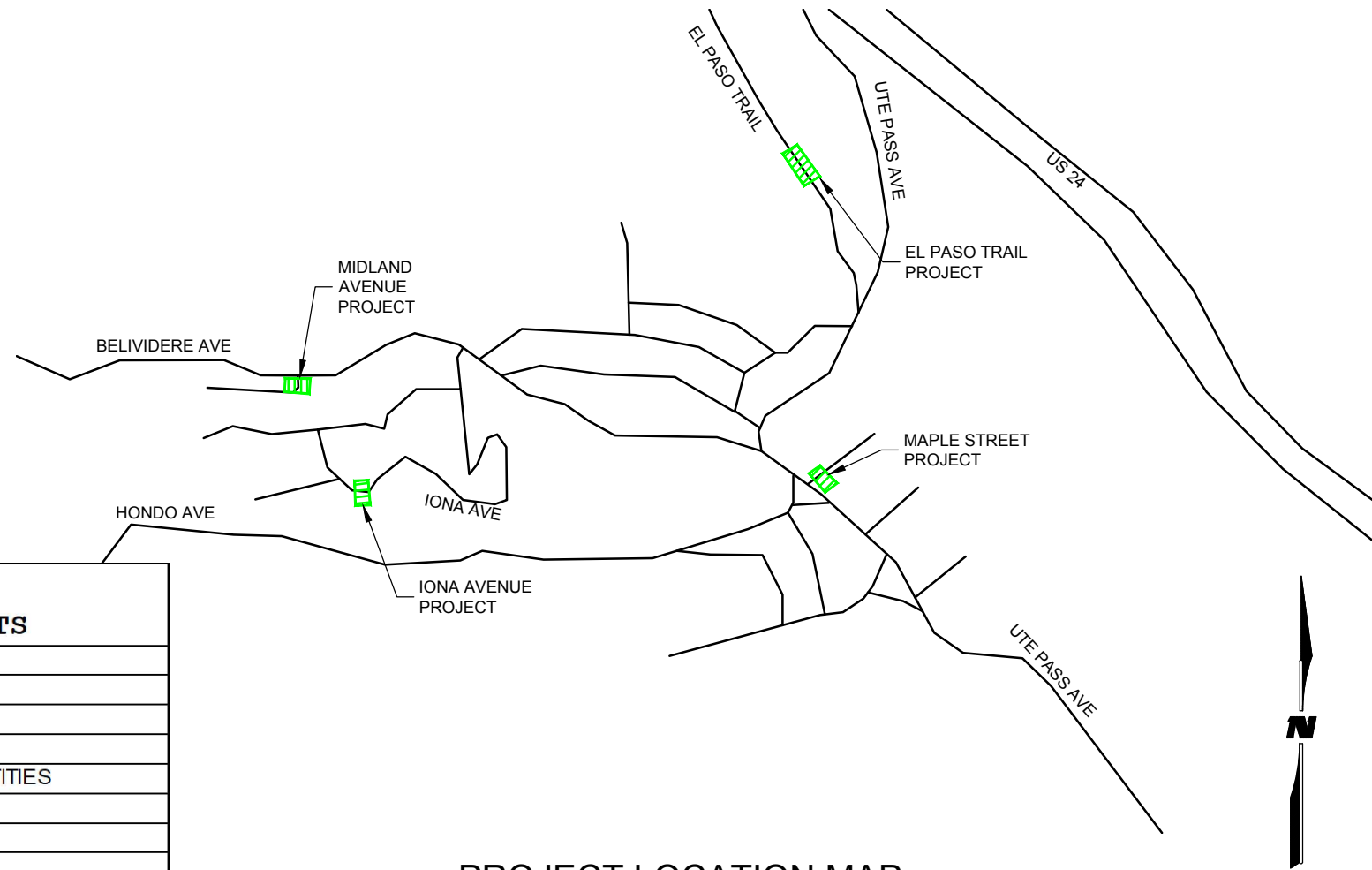
8. List of Material Suppliers to be used for this project: (include name, address, phone number, type of material):

9. I/We expect to sublet the following items: (If the total amount of items is more than 20% of the entire contract, the name of the sub-contractor* must be given.)

TOWN OF GREEN MOUNTAIN FALLS DOLA FLOOD REPAIR PROJECTS

MAPLE STREET, EL PASO TRAIL, MIDLAND AVENUE AND IONA AVENUE

JULY 2019



PROJECT LOCATION MAP
NTS

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2	GENERAL NOTES
3	STANDARD PLANS LIST
4	SUMMARY OF APPROXIMATE QUANTITIES
5	SURVEY CONTROL
6	GEOMETRIC SUMMARY PLAN
MAPLE STREET	
7	SITE LAYOUT PLAN
8	CHANNEL PLAN & PROFILE
EL PASO TRAIL	
9	TYPICAL SECTIONS
10	SITE LAYOUT PLAN
11	ROADWAY RPROFILES
MIDLAND AVENUE	
12	SITE LAYOUT PLAN
13	CHANNEL PLAN & PROFILE
IONA AVENUE	
14	SITE LAYOUT PLAN
15	CHANNEL PLAN & PROFILE
16 - 18	STORMWATER MANAGEMENT GENERAL NOTES
19	MAPLE & EL PASO SEEDING PLAN
20	MIDLAND & IONA SEEDING PLAN
APPENDIX A	STANDARD DRAWINGS

WILSON & COMPANY
5755 MARK DABLING BLVD. SUITE 220
COLORADO SPRINGS, CO 80919
PHONE: 719-520-5800
FAX: 719-520-0108
www.wilsonco.com



CLIENT

PROJECT NAME
**GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR
PROJECTS**

TOWN OF GREEN MOUNTAIN FALLS
10615 GREEN MOUNTAIN FALLS RD, UNIT B
PO BOX 524

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-016-00
DESIGNED BY: NAB
DRAWN BY: NAB
CHECKED BY: APB
DATE: 7/12/19

SHEET TITLE
COVER SHEET

SHEET NO:
1

7/11/2019 M:\MSD\19-600-016-002_Disciplines_EXHIBITS\GenNotes.dwg

1. THE PREVAILING SPECIFICATIONS SHALL BE THE EL PASO COUNTY ENGINEERING CRITERIA MANUAL, GENERAL PROVISIONS, SPECIAL PROVISIONS, STANDARDS SPECIFICATIONS, REVISIONS TO STANDARD SPECIFICATIONS, AND SUPPLEMENTAL SPECIFICATIONS LATEST REVISION. WHERE NOTED IN THE CONTRACT DOCUMENTS, CDOT STANDARD SPECIFICATIONS, LATEST REVISION, SHALL ALSO BE USED.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
3. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE TOWN OF GREEN MOUNTAIN FALLS.
5. SUBMITTALS SHALL BE MADE FOR ALL PROJECT MATERIALS.
6. THE CONTRACTOR SHALL NOTIFY THE TOWN OF GREEN MOUNTAIN FALLS PUBLIC WORKS DEPARTMENT AT LEAST SEVEN DAYS BEFORE STARTING CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS OR ANY CONSTRUCTION WITHIN THE COUNTRY RIGHT-OF-WAY.
7. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE TOWN.
8. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE TOWN AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.
9. ALL WORK WITHOUT A SPECIFIC BID ITEM IS INCIDENTAL TO OTHER PAY ITEMS.
10. APPROVAL OF THESE PLANS BY THE TOWN OF GREEN MOUNTAIN FALLS DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL ALL PERMITS HAVE BEEN ISSUED.
11. THE APPROVAL OF THESE PLANS OR ISSUANCE OF A PERMIT BY THE TOWN DOES NOT AUTHORIZE THE CONTRACTOR TO VIOLATE ANY FEDERAL, STATE, COUNTY OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
12. UTILITY LINES SHOWN OF THE PLAN SHEETS ARE APPROXIMATE AND PLOTTED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL UTILITIES BY POTHOLING AND THE PROTECTION OF ALL UTILITIES IN PLACE.
13. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 OR 1-800-922-1987 THREE BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING.
14. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE TOWN OF GREEN MOUNTAIN FALLS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS THEMSELVES OF THE CONDITIONS TO BE ENCOUNTERED DURING THE CONSTRUCTION.
15. THE CONTRACTOR SHALL LIMIT ALL WORK AND STORAGE AREAS TO THE PUBLIC RIGHTS-OF-WAY AND EASEMENTS. USE OF ANY PRIVATE AREAS OUTSIDE OF THE EASEMENT FOR THIS PROJECT BY THE CONTRACTOR MUST BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE TOWN OF GREEN MOUNTAIN FALLS PRIOR TO USAGE.
16. UNLESS OTHERWISE STATED IN THE ITEM SPECIFICATION, ALL CONSTRUCTION IS TO INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE RELATED WORK ITEM.
17. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE TOWN OF GREEN MOUNTAIN FALLS.
18. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS/HER OWN EXPENSE.
19. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS OUTSIDE THE LIMITS OF WORK.
20. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGEMENT OF THE PROPERTY OWNER AND/OR PROJECT MANAGER.

21. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATIONS SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO THE UNCLASSIFIED EXCAVATION OR EMBANKMENT MATERIAL (203) BID ITEM. WATER FOR DUST PALLIATIVE OR ANY PROJECT ACTIVITY SHALL NOT BE TAKEN FROM THE CREEK.
22. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF-SITE.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH AN APPROPRIATE MONUMENT BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN COLORADO.
24. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FEET OF CATAMOUNT OR FOUNTAIN CREEK OR ANY DRAINAGE PATH.
25. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR MAINTAINING A MINIMUM OF ONE TRAFFIC LANE OPEN THROUGH THE TEMPORARY ROAD AND CREEK CROSSING AND SHALL BE PAID UNDER TRAFFIC CONTROL PAY ITEM, LUMP SUM.
26. THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAGGERS AND DEVICES NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. NO WORK WITHIN ANY TOWN RIGHT-OF-WAY MAY BEGIN UNTIL A TRAFFIC CONTROL PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE TOWN OF GREEN MOUNTAIN FALLS.
27. THE CONTRACTOR SHALL SUBMIT MHT'S FOR APPROVAL FROM THE TOWN OF GREEN MOUNTAIN FALLS FOR TRAFFIC CONTROL PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
28. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY ROAD AND CREEK CROSSINGS AT MIDLAND AVENUE SITE AND MAPLE STREET SITE AND ALL ASSOCIATED WORK WILL BE INCLUDED IN TEMPORARY STREAM CROSSING PAY ITEM. LOCATION OF CROSSINGS IS SHOWN CONCEPTUALLY IN THE PLANS.
29. POTHOLING IS ANTICIPATED TO BE NECESSARY AT THE MIDLAND AVENUE SITE TO CONFIRM WATER AND GAS LINES ARE NOT IN CONFLICT WITH PROPOSED IMPROVEMENTS. DURING THE DESIGN PROCESS POTHOLING WAS PERFORMED AS SHOWN ON THE SITE LAYOUT PLANS FOR MIDLAND AVENUE AND EL PASO TRAIL. CONTRACTOR SHALL COORDINATE WITH UTILITY OWNERS AS NECESSARY.
30. TREE REMOVALS ADJACENT TO OVERHEAD UTILITIES ARE ANTICIPATED TO BE NECESSARY AT MIDLAND AVENUE AND MAPLE STREET SITES. COORDINATE WITH UTILITY OWNERS FOR APPLICABLE REQUIREMENTS AND TIMING OF TREE REMOVALS.
31. CONTRACTOR IS RESPONSIBLE FOR DETERMINING LOCATION OF STAGING AND OBTAINING ALL NECESSARY AGREEMENTS, PERMITS AND OR EASEMENTS.
32. DEWATERING IS ANTICIPATED TO BE REQUIRED AT MIDLAND AVENUE AND MAPLE STREET SITES. THIS WORK WILL BE PAID UNDER WATER CONTROL PAY ITEM.

Utility Contact List

Owner	Contact	Phone	Email
Colorado Springs Utilities (water)	Matt Williams	719-668-7211	Matthew.Williams@csu.org
Colorado Springs Utilities (electric)	Cindy-Lou Hyde	719-668-5887	chyde@csu.org
Comcast	Dale Stewart	719-306-2767	Dale_Stewart@comcast.com
CenturyLink	Sally Klein	719-636-4329	Sally.Klein@CenturyLink.com
Black Hills Energy	Tom Pougue	719-502-7585	tom.pougue@blackhillscorp.com

WILSON & COMPANY
 5755 MARK DABLING BLVD, SUITE 220
 COLORADO SPRINGS, CO 80919
 PHONE: 719-520-5800
 FAX: 719-520-0108
 www.wilsonco.com



CLIENT

PROJECT NAME
**GREEN MOUNTAIN FALLS
 DOLA FLOOD REPAIR
 PROJECTS**
 TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
 PO BOX 524

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
 DRAWN BY: NAB
 CHECKED BY: APB
 DATE: 7/12/19

SHEET TITLE
GENERAL NOTES

SHEET NO:
2

7/11/2019 M:\MSD\19-600-016-002_Disciplines_EXHIBITS\M&S.dwg

PLAN NUMBER	NEW OR REVISED	M STANDARD TITLE	PAGE NUMBER
M-100-1		STANDARD SYMBOLS (3 SHEETS).....	1-3
M-100-2		ACRONYMS AND ABBREVIATIONS (4 SHEETS).....	4-7
M-203-1	<input type="checkbox"/>	APPROACH ROADS (REVISED ON JULY 08, 2013).....	8
M-203-2		DITCH TYPES.....	9
M-203-11		SUPERELEVATION CROWNED AND DIVIDED HIGHWAYS (3 SHEETS).....	10-12
M-203-12		SUPERELEVATION STREETS (2 SHEETS).....	13-14
M-206-1	<input checked="" type="checkbox"/>	EXCAVATION AND BACKFILL FOR STRUCTURES (2 SHEETS).....	15-16
M-206-2		EXCAVATION AND BACKFILL FOR BRIDGES (2 SHEETS).....	17-18
M-208-1	<input checked="" type="checkbox"/>	TEMPORARY EROSION CONTROL (11 SHEETS) (REVISED ON APRIL 01, 2019).....	19-30
M-210-1		MAILBOX SUPPORTS (2 SHEETS).....	31-32
M-214-1		PLANTING DETAILS.....	33
M-216-1	<input checked="" type="checkbox"/>	SOIL RETENTION COVERING (2 SHEETS) (NEW ON JULY 16, 2015).....	
M-412-1	<input type="checkbox"/>	CONCRETE PAVEMENT JOINTS (5 SHEETS) (REVISED ON JANUARY 18, 2008).....	34-38
M-510-1		STRUCTURAL PLATE PIPE H-20 LOADING.....	39
M-601-1	<input type="checkbox"/>	SINGLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS) (REVISED ON APRIL 05, 2019).....	40-41
M-601-2	<input type="checkbox"/>	DOUBLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS) (REVISED ON APRIL 05, 2019).....	42-43
M-601-3	<input type="checkbox"/>	TRIPLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS) (REVISED ON APRIL 05, 2019).....	44-45
M-601-10	<input checked="" type="checkbox"/>	HEADWALL FOR PIPES.....	46
M-601-11		TYPE "S" SADDLE HEADWALLS FOR PIPE.....	47
M-601-12		HEADWALLS AND PIPE OUTLET PAVING.....	48
M-601-20	<input type="checkbox"/>	WINGWALLS FOR PIPE OR BOX CULVERTS (2 SHEETS) (REVISED ON SEPTEMBER 04, 2008).....	49
M-603-1	<input checked="" type="checkbox"/>	METAL PIPE (4 SHEETS) (REVISED ON OCTOBER 02, 2014).....	50-53
M-603-2	<input checked="" type="checkbox"/>	REINFORCED CONCRETE PIPE (REVISED ON OCTOBER 02, 2014).....	54
M-603-3	<input type="checkbox"/>	PRECAST CONCRETE BOX CULVERT (REVISED ON APRIL 05, 2019).....	55
M-603-4	<input type="checkbox"/>	CORRUGATED POLYETHYLENE PIPE (AASHTO M294) (REVISED ON OCT. 02, 2014).....	56
M-603-5	<input type="checkbox"/>	POLYVINYL CHLORIDE (PVC) PIPE (AASHTO M304) (REVISED ON OCT. 02, 2014).....	57
M-603-6	<input type="checkbox"/>	STEEL REINFORCED POLYETHYLENE RIBBED PIPE (AASHTO MP 20) (NEW ON APRIL 30, 2015).....	
M-603-10	<input checked="" type="checkbox"/>	CONCRETE AND METAL END SECTIONS (2 SHEETS) (REVISED ON MAY 1, 2018).....	58-59
M-604-10		INLET, TYPE C.....	60
M-604-11		INLET, TYPE D.....	61
M-604-12		CURB INLET TYPE R (2 SHEETS).....	62-63
M-604-13		CONCRETE INLET TYPE 13.....	64
M-604-20		MANHOLES (3 SHEETS).....	65-67
M-604-25		VANE GRATE INLET (5 SHEETS).....	68-72
M-605-1		SUBSURFACE DRAINS.....	73
M-606-1	<input type="checkbox"/>	GUARDRAIL TYPE 3 W-BEAM (20 SHEETS) (REVISED ON OCTOBER 27, 2014).....	74-92
M-606-1	<input type="checkbox"/>	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES (19 SHEETS) (REVISED ON DECEMBER 21, 2018).....	
M-606-13	<input type="checkbox"/>	GUARDRAIL TYPE 7 F-SHAPE BARRIER (4 SHEETS) (REVISED ON AUGUST 30, 2013).....	93-96
M-606-14		PRECAST TYPE 7 CONCRETE BARRIER (3 SHEETS).....	97-99
M-606-15	<input type="checkbox"/>	GUARDRAIL TYPE 9 SINGLE SLOPE BARRIER (11 SHEETS) (REVISED ON JULY 16, 2018).....	

PLAN NUMBER	NEW OR REVISED	M STANDARD TITLE	PAGE NUMBER
M-607-1		WIRE FENCES AND GATES (3 SHEETS).....	100-102
M-607-2		CHAIN LINK FENCE (3 SHEETS).....	103-105
M-607-3		BARRIER FENCE.....	106
M-607-4	<input type="checkbox"/>	DEER FENCE, GATES, AND GAME RAMPS (5 SHEETS) (REVISED ON APRIL 30, 2015).....	107-109
M-607-10		PICKET SNOW FENCE.....	110
M-607-15		ROAD CLOSURE GATE (9 SHEETS).....	111-119
M-608-1	<input type="checkbox"/>	CURB RAMPS (10 SHEETS) (REVISED ON MAY 3, 2019).....	120-125
M-609-1	<input checked="" type="checkbox"/>	CURBS, GUTTERS, AND SIDEWALKS (4 SHEETS) (REVISED ON JULY 24, 2012).....	126-129
M-611-1		CATTLE GUARD (2 SHEETS).....	130-131
M-611-2	<input type="checkbox"/>	DEER GUARD (2 SHEETS) (NEW ON APRIL 30, 2015).....	
M-613-1		ROADWAY LIGHTING (4 SHEETS).....	132-135
M-614-1		RUMBLE STRIPS (3 SHEETS).....	136-138
M-614-2		SAND BARREL ARRAYS (2 SHEETS).....	139-140
M-615-1		EMBANKMENT PROTECTOR TYPE 3.....	141
M-615-2	<input checked="" type="checkbox"/>	EMBANKMENT PROTECTOR TYPE 5.....	142
M-616-1		INVERTED SIPHON.....	143
M-620-1		FIELD LABORATORY CLASS 1.....	144
M-620-2		FIELD LABORATORY CLASS 2 (2 SHEETS).....	145-146
M-620-11		FIELD OFFICE CLASS 1.....	147
M-620-12		FIELD OFFICE CLASS 2.....	148
M-629-1		SURVEY MONUMENTS (2 SHEETS).....	149-150

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S-612-1	<input type="checkbox"/>	DELINEATOR INSTALLATIONS (8 SHEETS) (REVISED ON APRIL 12, 2008).....	151-157
S-614-1	<input type="checkbox"/>	GROUND SIGN PLACEMENT (2 SHEETS) (REVISED ON DECEMBER 12, 2014).....	158-159
S-614-2	<input type="checkbox"/>	CLASS I SIGNS (REVISED ON JUNE 24, 2016).....	160
S-614-3		CLASS II SIGNS.....	161
S-614-4	<input type="checkbox"/>	CLASS III SIGNS (3 SHEETS) (REVISED ON DECEMBER 17, 2014).....	162-164
S-614-5	<input type="checkbox"/>	BREAK-AWAY SIGN SUPPORT DETAILS (REVISED ON FEBRUARY 8, 2017) FOR CLASS III SIGNS (2 SHEETS).....	165-166
S-614-6	<input type="checkbox"/>	CONCRETE FOOTINGS AND SIGN ISLANDS FOR CLASS III SIGNS (2 SHEETS) (REVISED ON SEPTEMBER 16, 2013).....	167-168
S-614-8	<input type="checkbox"/>	TUBULAR STEEL SIGN SUPPORT DETAILS (7 SHEETS) (REVISED ON APRIL 12, 2018).....	169-173
S-614-9	<input type="checkbox"/>	PEDESTRIAN PUSH BUTTON POST ASSEMBLY (REVISED ON MAY 24, 2016).....	174
S-614-10		MARKER ASSEMBLY INSTALLATIONS.....	175
S-614-11		MILEPOST SIGN DETAIL FOR HIGH SNOW AREAS.....	176
S-614-12	<input type="checkbox"/>	STRUCTURE NUMBER INSTALLATION (2 SHEETS) (REVISED ON APRIL 30, 2018).....	177
S-614-14		FLASHING BEACON AND SIGN INSTALLATIONS (3 SHEETS).....	178-180
S-614-20		TYPICAL POLE MOUNT SIGN INSTALLATIONS.....	181
S-614-21	<input type="checkbox"/>	CONCRETE BARRIER SIGN POST INSTALLATIONS (REVISED ON MAY 24, 2016).....	182
S-614-22		TYPICAL MULTI-SIGN INSTALLATIONS.....	183
S-614-40	<input type="checkbox"/>	TYPICAL TRAFFIC SIGNAL INSTALLATION DETAILS (5 SHEETS) (REVISED ON JUNE 17, 2016).....	184-188
S-614-40A	<input type="checkbox"/>	ALTERNATIVE TRAFFIC SIGNAL INSTALLATION DETAILS (4 SHEETS) (REVISED ON JUNE 17, 2016).....	189-192
S-614-41	<input type="checkbox"/>	TEMPORARY SPAN WIRE SIGNALS (REVISED ON APRIL 02, 2015).....	193
S-614-42		CABINET FOUNDATION DETAIL (4 SHEETS).....	194-197
S-614-43		TRAFFIC LOOP AND MISCELLANEOUS SIGNAL DETAILS (10 SHEETS).....	198-207
S-614-44	<input type="checkbox"/>	PEDESTAL POLE SIGNALS (2 SHEETS) (REVISED ON JUNE 17, 2016).....	
S-614-50	<input type="checkbox"/>	STATIC SIGN MONOTUBE STRUCTURES (12 SHEETS) (REVISED ON JUNE 17, 2016).....	208-219
S-614-60	<input type="checkbox"/>	DYNAMIC SIGN MONOTUBE STRUCTURES (14 SHEETS) (REVISED ON JUNE 17, 2016).....	220-233
S-627-1	<input type="checkbox"/>	PAVEMENT MARKINGS (8 SHEETS) (REVISED ON FEBRUARY 08, 2017).....	234-238
S-630-1	<input type="checkbox"/>	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (24 SHEETS) (REVISED ON JUNE 23, 2016).....	239-258
S-630-2	<input type="checkbox"/>	BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) AND VERTICAL PANELS (REVISED ON JUNE 23, 2016).....	259
S-630-3		FLASHING BEACON (PORTABLE) DETAILS.....	260
S-630-4		STEEL SIGN SUPPORT (TEMPORARY) INSTALLATION DETAILS (2 SHEETS).....	261-262
S-630-5	<input type="checkbox"/>	PORTABLE RUMBLE STRIPS (TEMPORARY) (2 SHEETS) (REVISED ON AUGUST 13, 2015).....	263-264
S-630-6		EMERGENCY PULL-OFF AREA (TEMPORARY).....	265
S-630-7		ROLLING ROADBLOCKS FOR TRAFFIC CONTROL.....	266-268 (3 SHEETS)

COLORADO
 DEPARTMENT OF TRANSPORTATION
M&S STANDARDS PLANS LIST
 July 04, 2012
 Revised on May 03, 2019

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

NEW OR REVISED STANDARD PLAN SHEETS APPLICABLE TO THIS PROJECT, INDICATED BY A MARKED BOX , WILL BE ATTACHED TO THE PLANS.

CITY OF COLORADO SPRINGS:
STANDARD DRAWING D-6 (CURB AND GUTTER)

WILSON & COMPANY
 5755 MARK DARBING BLVD, SUITE 220
 COLORADO SPRINGS, CO 80919
 PHONE: 719-520-5800
 FAX: 719-520-0108
 www.wilsonco.com



CLIENT

PROJECT NAME
**GREEN MOUNTAIN FALLS
 DOLA FLOOD REPAIR
 PROJECTS**

TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
 PO BOX 524

REV.	DATE	DESCRIPTION	BY

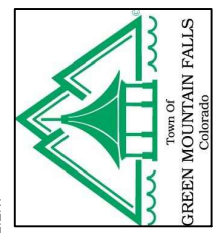
PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
 DRAWN BY: NAB
 CHECKED BY: APB
 DATE: 7/12/19

SHEET TITLE
STANDARD PLANS LIST

SHEET NO:
3

PAY ITEM NO.	DESCRIPTION	UNIT	Maple Street		El Paso Trail		Midland Avenue		Iona Avenue	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
201-00001	CLEARING AND GRUBBING	LS	1		1		1		1	
202-00015	REMOVAL OF HEADWALL	EACH	2		0		2		0	
202-00035	REMOVAL OF PIPE	LF	23		0		16		36	
202-00200	REMOVAL OF SIDEWALK	SY	0		2		0		0	
202-01000	REMOVAL OF FENCE	LF	80		12		30		0	
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY	0		25		0		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	50		20		20		10	
203-01597	POTHOLING	HR	0		4		4		0	
206-00510	FILTER MATERIAL (CLASS A)	CY	6		0		0		15	
207-00205	TOPSOIL	CY	95		16		23		3	
208-00002	EROSION LOG (12 INCH)	LF	50		50		50		50	
208-00045	CONCRETE WASHOUT STRUCTURE	EA	1		1		1		0	
208-00400	WATER CONTROL	LS	1		1		1		1	
208-00520	TEMPORARY STREAM CROSSING	L S	1		0		1		0	
212-00006	SEEDING (NATIVE)	ACRE	0.20		0.04		0.05		0.01	
213-00003	MULCHING (WEED FREE)	ACRE			0.02		0.02		0.01	
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	290		28		109		0	
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	22		73		16		8	
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON	0		13		0		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	52		36		55		17	
506-00030	GROUTED RIPRAP	CY	21		0		14		0	
506-00209	RIPRAP (9 INCH)	CY	17		0		0		3	
506-00212	RIPRAP (12 INCH)	CY	6		19		10		35	
506-00218	RIPRAP (18 INCH)	CY	0		0		0		6	
601-01000	CONCRETE CLASS B	CY	0		0		8.7		0	
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF	0		0		19		0	
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF	32		0		0		0	
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	2		0		0		0	
603-10180	18 INCH CORRUGATED STEEL PIPE	LF	0		0		0		42	
603-30018	18 INCH STEEL END SECTION	EA	0		0		0		1	
607-11450	FENCE SPLIT CEDAR	LF	50		12		48		0	
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	0		187		0		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF	0		95		0		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF	0		23		0		0	
612-00002	DELINEATOR (TYPE II)	EACH	4		0		8		4	
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH	0		1		0		0	
620-00020	SANITARY FACILITY	EA	1		1		1		1	
625-00000	CONSTRUCTION SURVEYING	LS	1		1		1		1	
626-00000	MOBILIZATION	LS	1		1		1		1	
630-00019	TRAFFIC CONTROL	LS	1		1		1		1	

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CLIENT
 PROJECT NAME
**GREEN MOUNTAIN FALLS
 DOLA FLOOD REPAIR
 PROJECTS**
 TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
 PO BOX 524

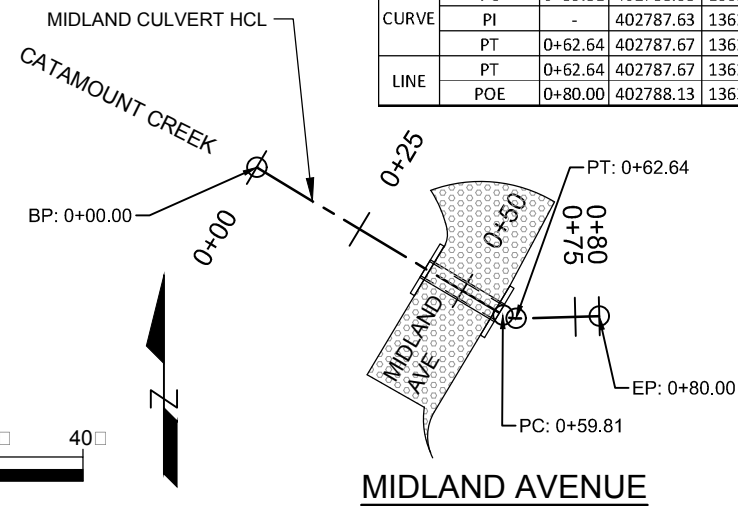
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PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
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 DATE: 7/12/19
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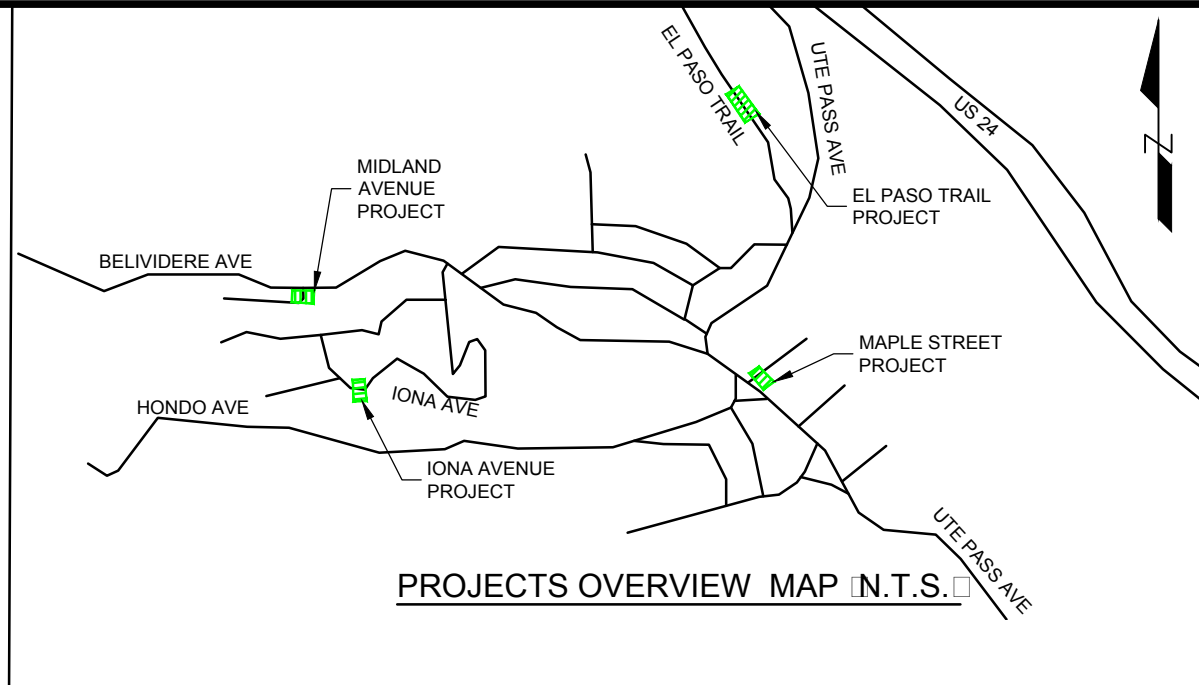
SUMMARY OF APPROXIMATE QUANTITIES

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Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius
MIDLAND CULVERT HCL								
LINE	POB	0+00.00	402,819.11	136,238.42				
	PC	0+59.81	402788.38	136289.73	S59° 04' 48"E	59.81		
CURVE	PC	0+59.81	402788.38	136289.73				
	PI	-	402787.63	136290.97		2.83	32°26'04"(LT)	5.00
	PT	0+62.64	402787.67	136292.43				
LINE	PT	0+62.64	402787.67	136292.43				
	POE	0+80.00	402788.13	136309.78	N88° 29' 08"E	17.36		



MIDLAND AVENUE



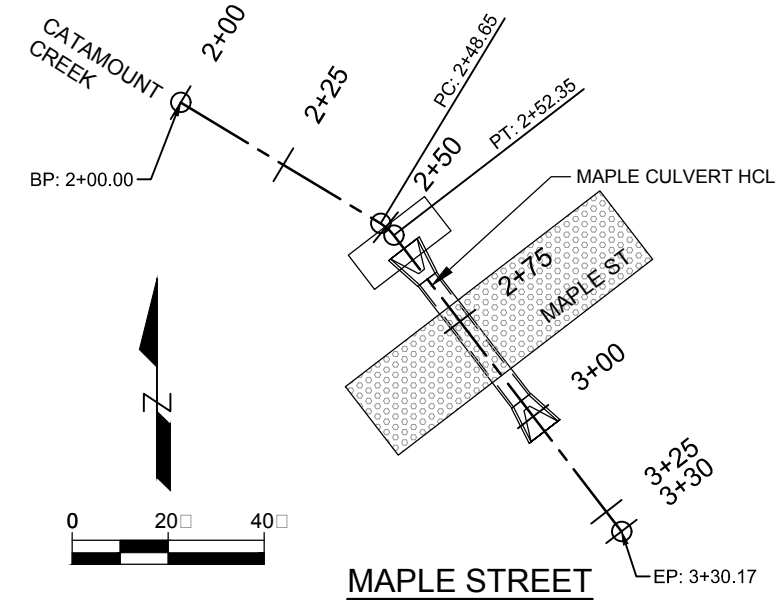
PROJECTS OVERVIEW MAP N.T.S.

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Town of
GREEN MOUNTAIN FALLS
 Colorado

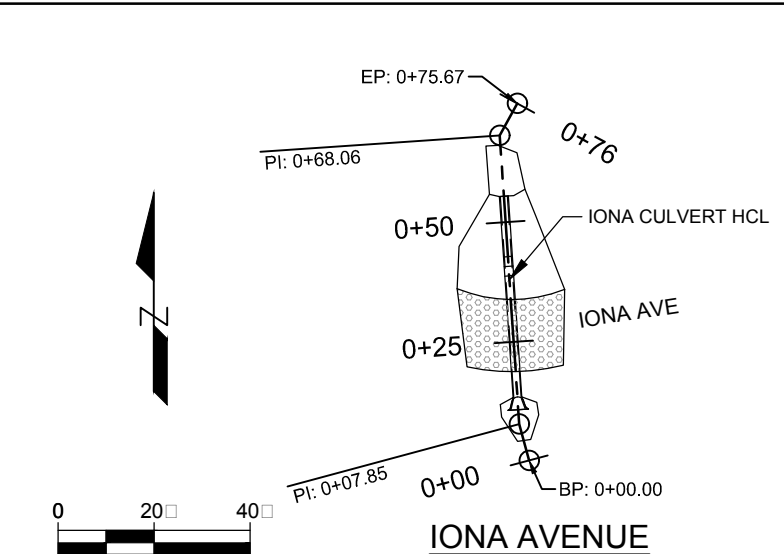
Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius
MAPLE CULVERT HCL								
LINE	POB	2+00.00	402,426.73	138,782.43				
	PC	2+48.65	402401.53	138824.04	S58° 47' 54"E	48.65		
CURVE	PC	2+48.65	402401.53	138824.04				
	PI	-	402400.56	138825.64		3.70	21°12'39"(RT)	10.00
	PT	2+52.35	402399.08	138826.78				
LINE	PT	2+52.35	402399.08	138826.78				
	POE	3+30.17	402337.41	138874.25	S37° 35' 15"E	77.82		



MAPLE STREET

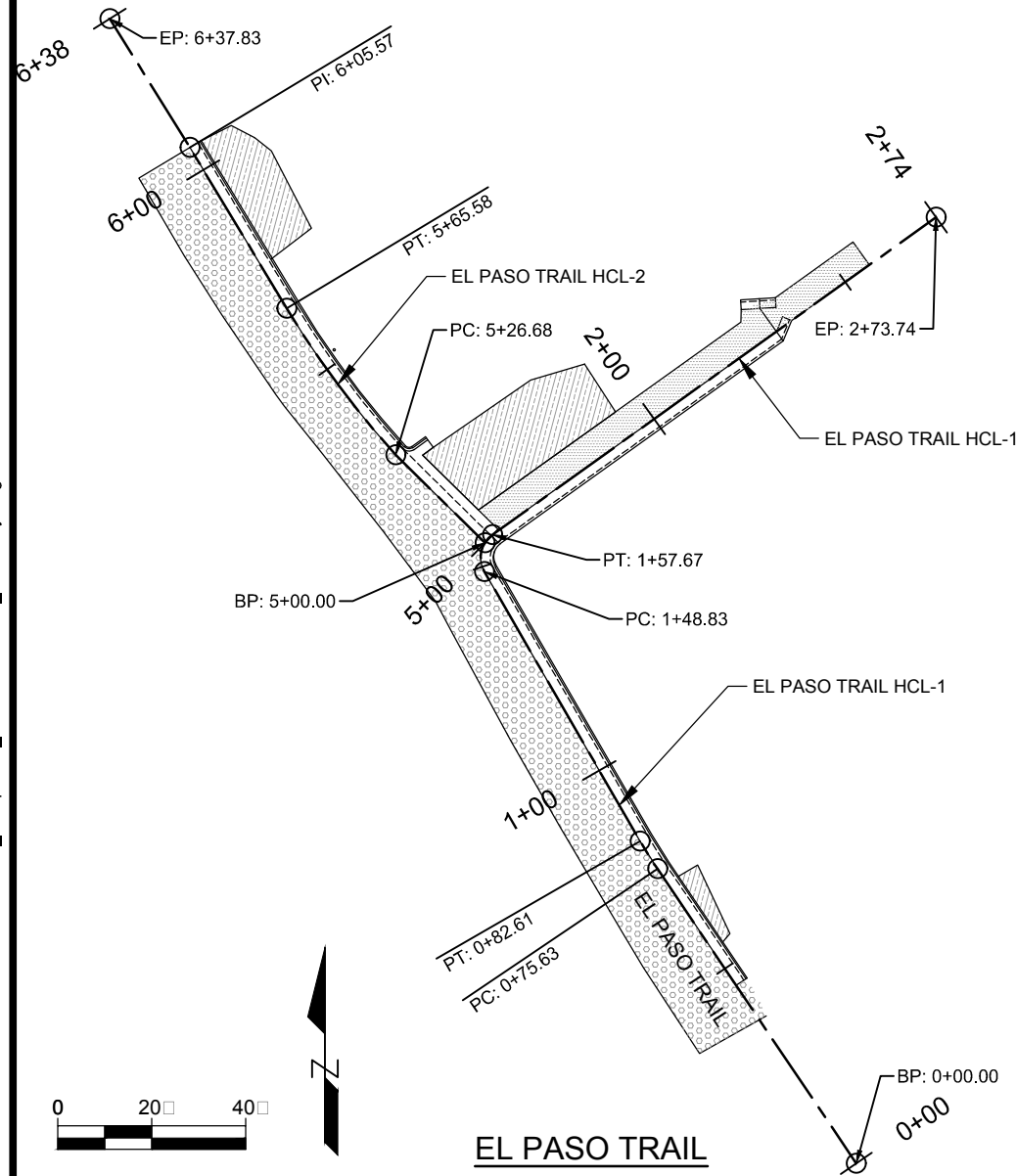
Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius
EL PASO TRAIL HCL-2								
LINE	POB	5+00.00	403,899.57	138,753.46	N45° 26' 17"W	26.68		
	PC	5+26.68	403,918.29	138,734.45				
CURVE	PC	5+26.68	403,918.29	138,734.45				
	PI	-	403,932.77	138,721.37		38.89	11°01'54" (RT)	202.00
	PT	5+65.58	403,949.48	138,711.31				
LINE	PT	5+65.58	403,949.48	138,711.31	N31° 03' 58"W	39.99		
	POE	6+37.83	404,011.14	138,673.65	N31° 50' 27"W	32.27		

Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius
EL PASO TRAIL HCL-1								
LINE	POB	0+00.00	403,767.45	138,832.47	N34° 00' 21"W	75.63		
	PC	0+75.63	403,830.14	138,790.17				
CURVE	PC	0+75.63	403,830.14	138,790.17				
	PI	-	403,833.03	138,788.22		6.98	4°00'04"(RT)	100.00
	PT	0+82.61	403,836.06	138,786.47				
LINE	PT	0+82.61	403,836.06	138,786.47	N30° 00' 17"W	66.22		
	POE	2+73.74	403,968.87	138,849.43	N54° 23' 29"E	116.08		



IONA AVENUE

Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius
IONA HCL								
LINE	POB	0+00.00	402,252.68	136,595.28	N15° 05' 34"W	7.85		
	PT	0+07.85	402,260.27	136,593.24				
LINE	PT	0+07.85	402,260.27	136,593.24				
	POE	0+75.67	402,327.01	136,592.84	N28° 45' 33"E	7.60		



EL PASO TRAIL

CLIENT

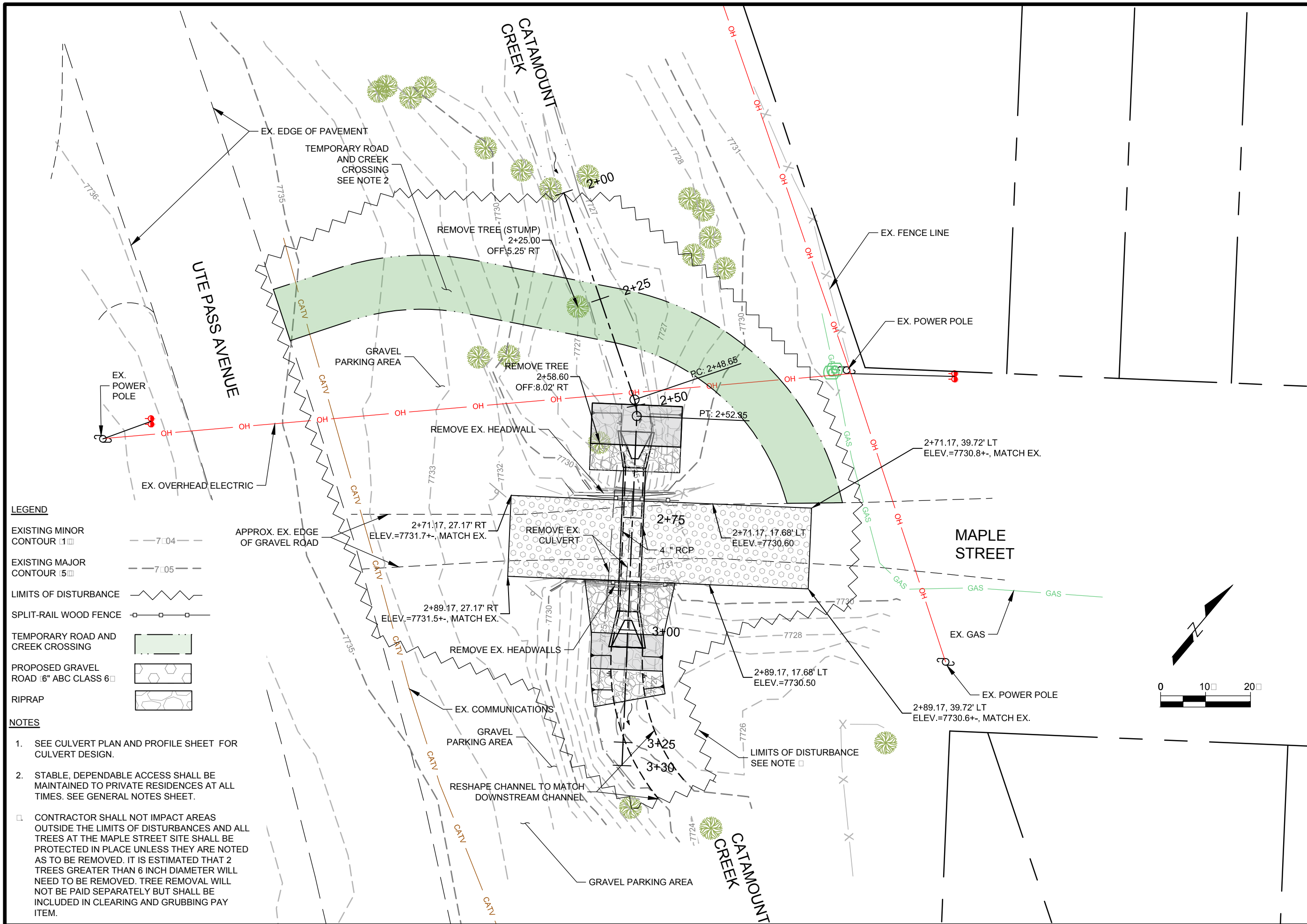
GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR
PROJECTS
 TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
 PO BOX 524

PROJECT NO:	19-600-016-00
DESIGNED BY:	NAB
DRAWN BY:	NAB
CHECKED BY:	APB
DATE:	7/12/19
SHEET TITLE	
SHEET NO:	6

HORIZONTAL
GEOMETRY SUMMARY
PLAN

SHEET NO: 6

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LEGEND

- EXISTING MINOR CONTOUR 1' 7.04
- EXISTING MAJOR CONTOUR 5' 7.05
- LIMITS OF DISTURBANCE
- SPLIT-RAIL WOOD FENCE
- TEMPORARY ROAD AND CREEK CROSSING
- PROPOSED GRAVEL ROAD 6" ABC CLASS 6
- RIPRAP

NOTES

1. SEE CULVERT PLAN AND PROFILE SHEET FOR CULVERT DESIGN.
 2. STABLE, DEPENDABLE ACCESS SHALL BE MAINTAINED TO PRIVATE RESIDENCES AT ALL TIMES. SEE GENERAL NOTES SHEET.
- CONTRACTOR SHALL NOT IMPACT AREAS OUTSIDE THE LIMITS OF DISTURBANCES AND ALL TREES AT THE MAPLE STREET SITE SHALL BE PROTECTED IN PLACE UNLESS THEY ARE NOTED AS TO BE REMOVED. IT IS ESTIMATED THAT 2 TREES GREATER THAN 6 INCH DIAMETER WILL NEED TO BE REMOVED. TREE REMOVAL WILL NOT BE PAID SEPARATELY BUT SHALL BE INCLUDED IN CLEARING AND GRUBBING PAY ITEM.

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PROJECT NAME
 GREEN MOUNTAIN FALLS
 DOLA FLOOD REPAIR
 PROJECTS

TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
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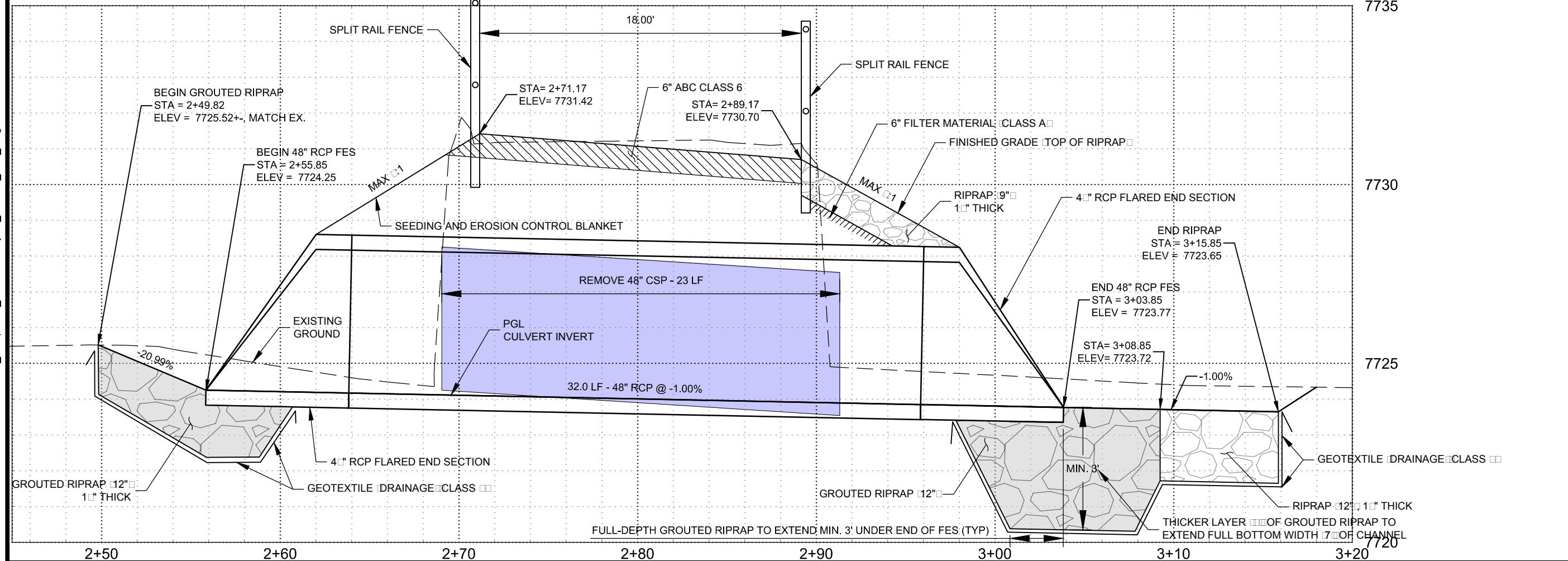
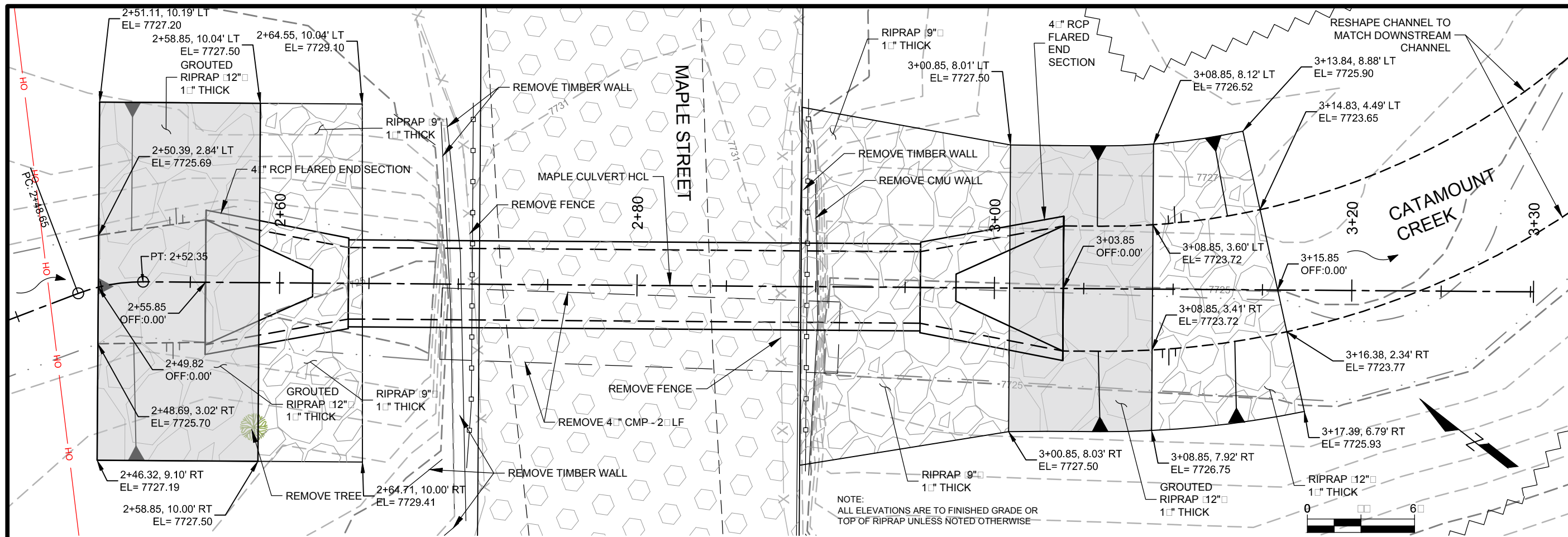
REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
 DRAWN BY: NAB
 CHECKED BY: APB
 DATE: 7/12/19

SHEET TITLE
 MAPLE STREET
 CULVERT
 SITE PLAN

SHEET NO: 7

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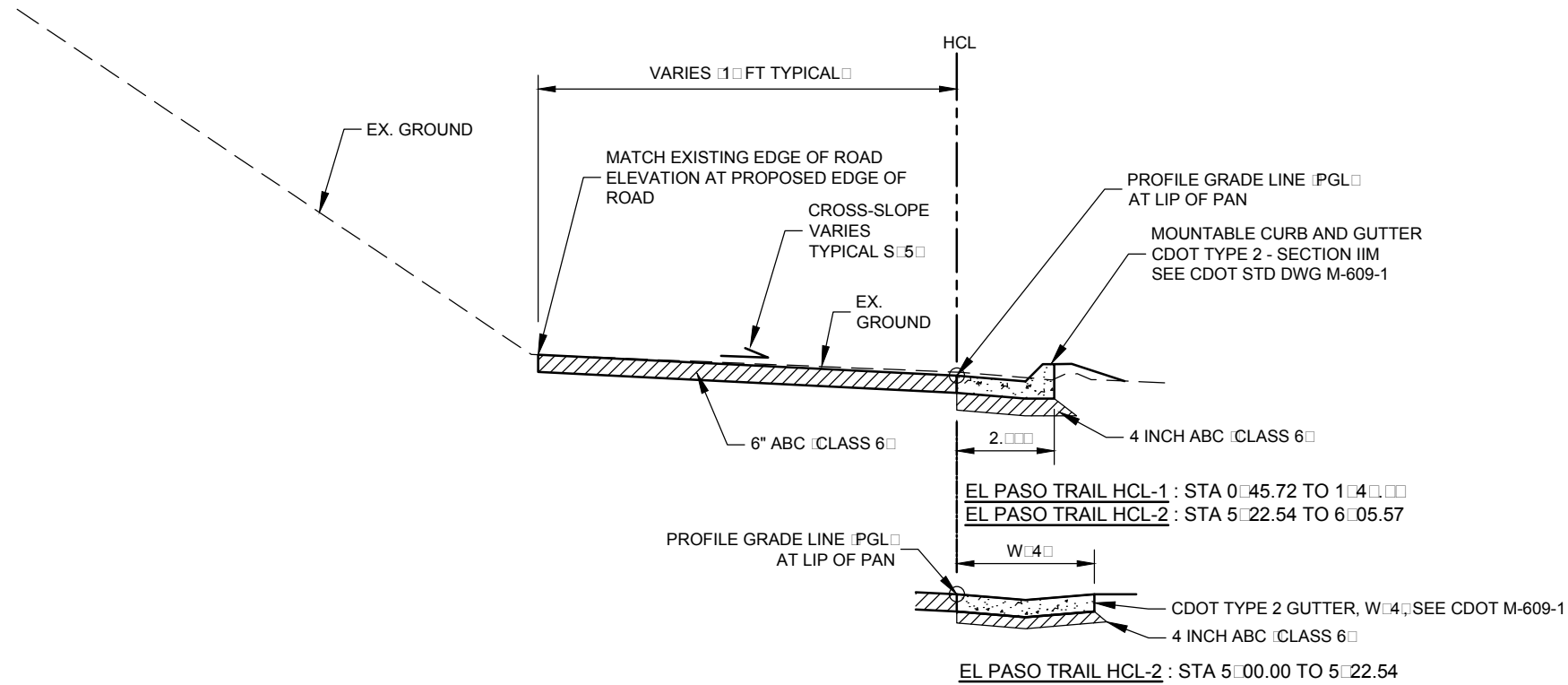
REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
 DRAWN BY: NAB
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 DATE: 7/12/19

SHEET TITLE
MAPLE STREET CULVERT
 PLAN AND PROFILE

SHEET NO: 8

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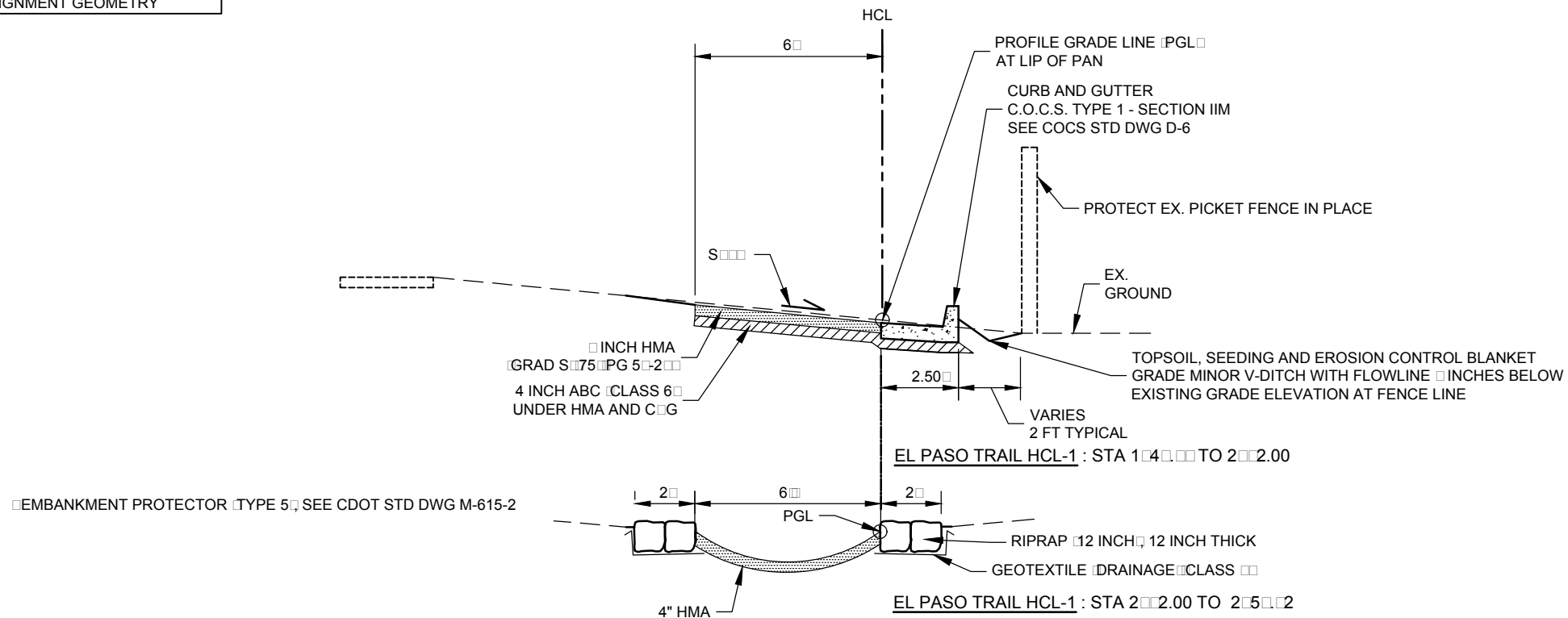


EL PASO TRAIL TYPICAL ROADWAY SECTION 1

LOOKING NORTHWEST

ALIGNMENT : EL PASO TRAIL HCL-1 STA 0+45.72 TO 1+40.00
ALIGNMENT : EL PASO TRAIL HCL-2 STA 5+00.00 TO 6+05.57

NOTE: SEE EL PASO TRAIL SITE LAYOUT AND ROADWAY PROFILE SHEETS FOR ADDITIONAL DESIGN INFORMATION. SEE GEOMETRIC SUMMARY PLAN FOR ALIGNMENT GEOMETRY



EL PASO TRAIL TYPICAL ROADWAY SECTION 2

LOOKING NORTHEAST

ALIGNMENT : EL PASO TRAIL HCL-1 STA 1+40.00 TO 2+50.02

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PROJECT NAME
**GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR
PROJECTS**
TOWN OF GREEN MOUNTAIN FALLS
10615 GREEN MOUNTAIN FALLS RD, UNIT B
PO BOX 524

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-016-00
DESIGNED BY: NAB
DRAWN BY: NAB
CHECKED BY: APB
DATE: 7/12/19

SHEET TITLE
EL PASO TRAIL
TYPICAL SECTIONS

SHEET NO: 9

- LEGEND**
- EXISTING MINOR CONTOUR 1'
 - EXISTING MAJOR CONTOUR 5'
 - LIMITS OF DISTURBANCE
 - SPLIT-RAIL WOOD FENCE
 - TEMPORARY ROAD AND CREEK CROSSING
 - PROPOSED GRAVEL ROAD 6" ABC CLASS 6
 - RIPRAP

- NOTES**
1. SEE ROADWAY PROFILE SHEET FOR DESIGN ELEVATIONS OF CURB AND GUTTER AND RUNDOWN EMBANKMENT PROTECTOR
 2. ACCESS SHALL BE MAINTAINED TO PRIVATE RESIDENCES AT ALL TIMES. SEE GENERAL NOTES SHEET.
 3. CONTRACTOR SHALL NOT IMPACT AREAS OUTSIDE THE LIMITS OF DISTURBANCES.
 4. STATION AND OFFSETS ARE AT LIP OF PAN UNLESS NOTED OTHERWISE.
 5. CRUSHED ROCK TO BE PLACED IN DRIVEWAYS IS QUANTIFIED AND IS TO BE PAID FOR IN AGGREGATE BASE COURSE PAY ITEM.

PROPOSED TEMP. EASEMENT (TYP)

MOUNTABLE CURB GUTTER CDOT TYPE 2 - IIM, SEE CDOT M-609-1 SEE PROFILE SHEET

BEGIN T2-IIM C&G 6+05.57, 0.00' LIP EL.=7775.30

PRIVATE DRIVEWAY

PRIVATE DRIVEWAY

PRIVATE DRIVEWAY

APPROX. EX. EDGE OF GRAVEL ROAD

REMOVE AND REPLACE SPLIT-RAIL FENCE AS NECESSARY FOR GRADING AND C&G CONSTRUCTION

REMOVE AND REINSTALL MAILBOX WORK WILL NOT BE PAID SEPARATELY BUT SHALL BE INCLUDED IN FENCE PAY ITEM.

EL PASO TRAIL HCL-2 AT LIP OF PAN

PT: 5+65.58

PC: 5+26.68

PROTECT EX. WATER LINE VALVE BURIED LOCATION ASSUMED BASED ON CSU DATABASE

EPT HCL-1 1:55.11, OFF: 0.00' RT

EPT HCL-2 5:00.00, OFF: 0.00' RT

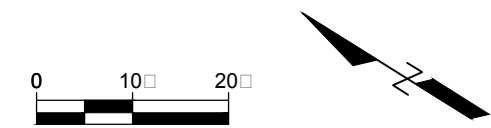
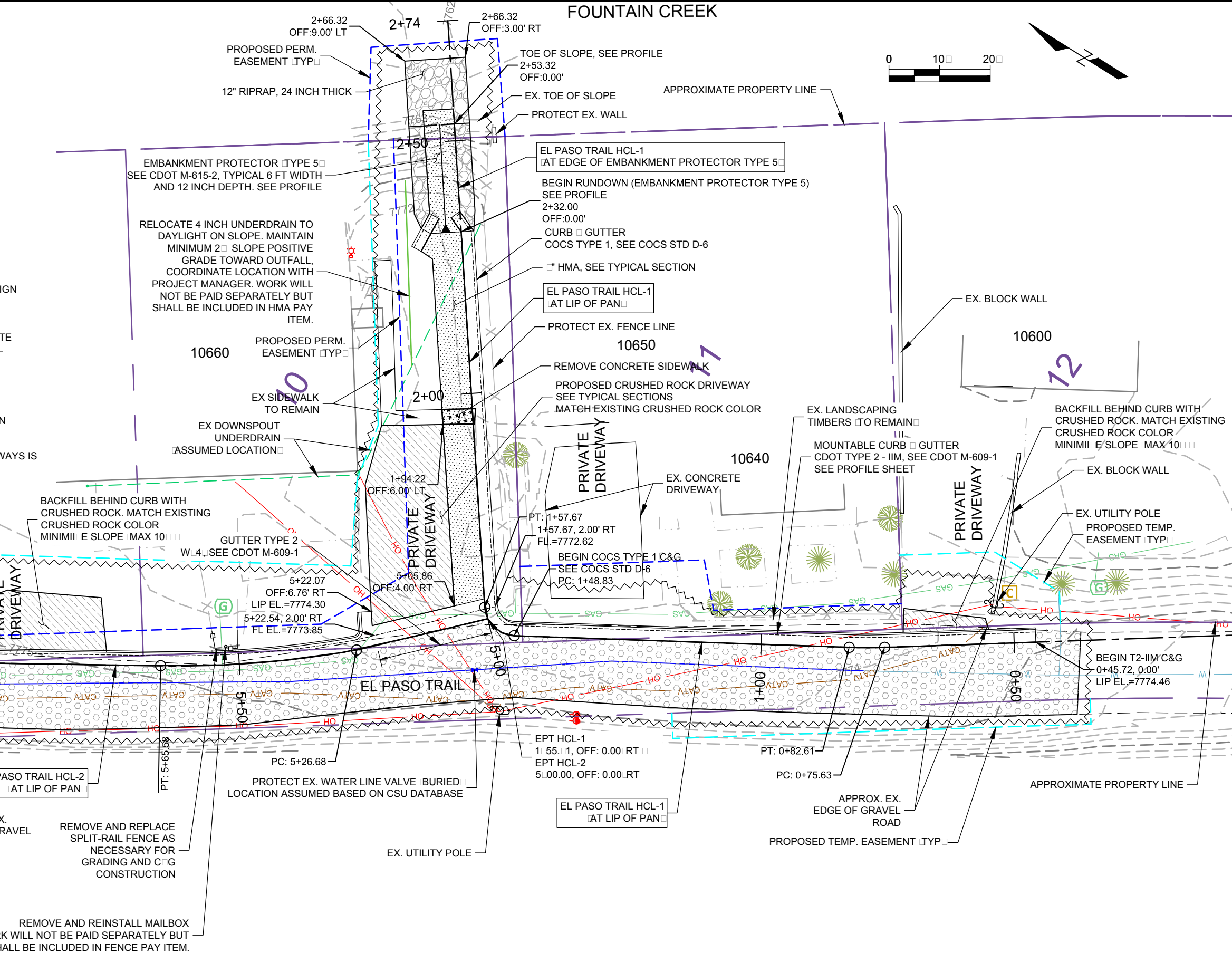
EL PASO TRAIL HCL-1 AT LIP OF PAN

PT: 0+82.61

PC: 0+75.63

APPROX. EX. EDGE OF GRAVEL ROAD

PROPOSED TEMP. EASEMENT (TYP)



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GREEN MOUNTAIN FALLS DOLA FLOOD REPAIR PROJECTS

TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
 PO BOX 524

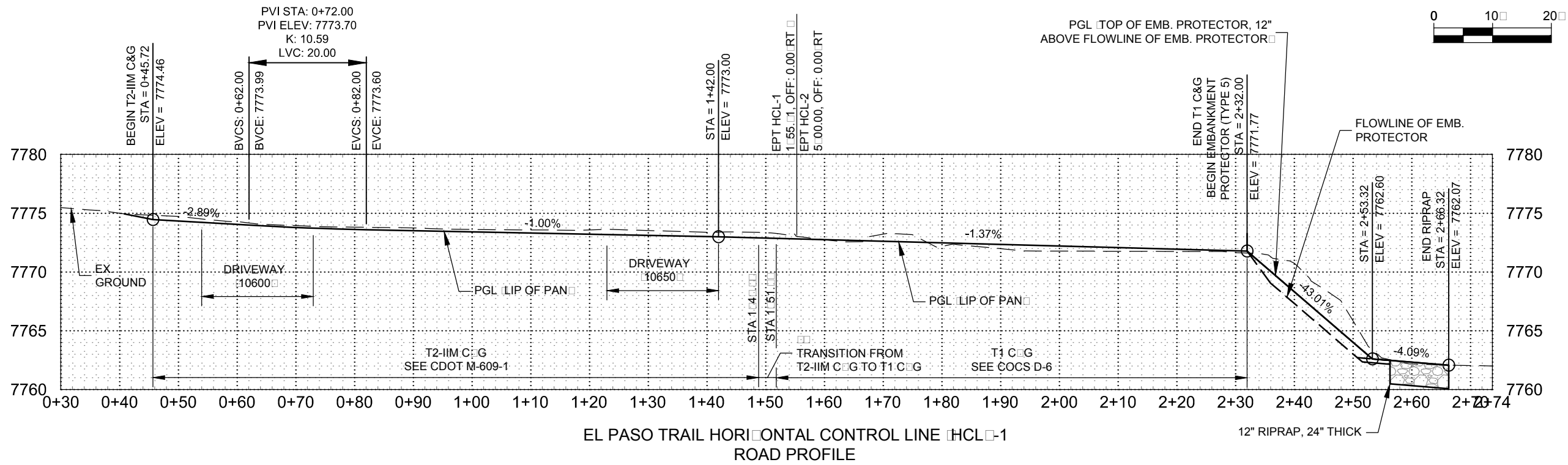
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PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
 DRAWN BY: NAB
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 DATE: 7/12/19

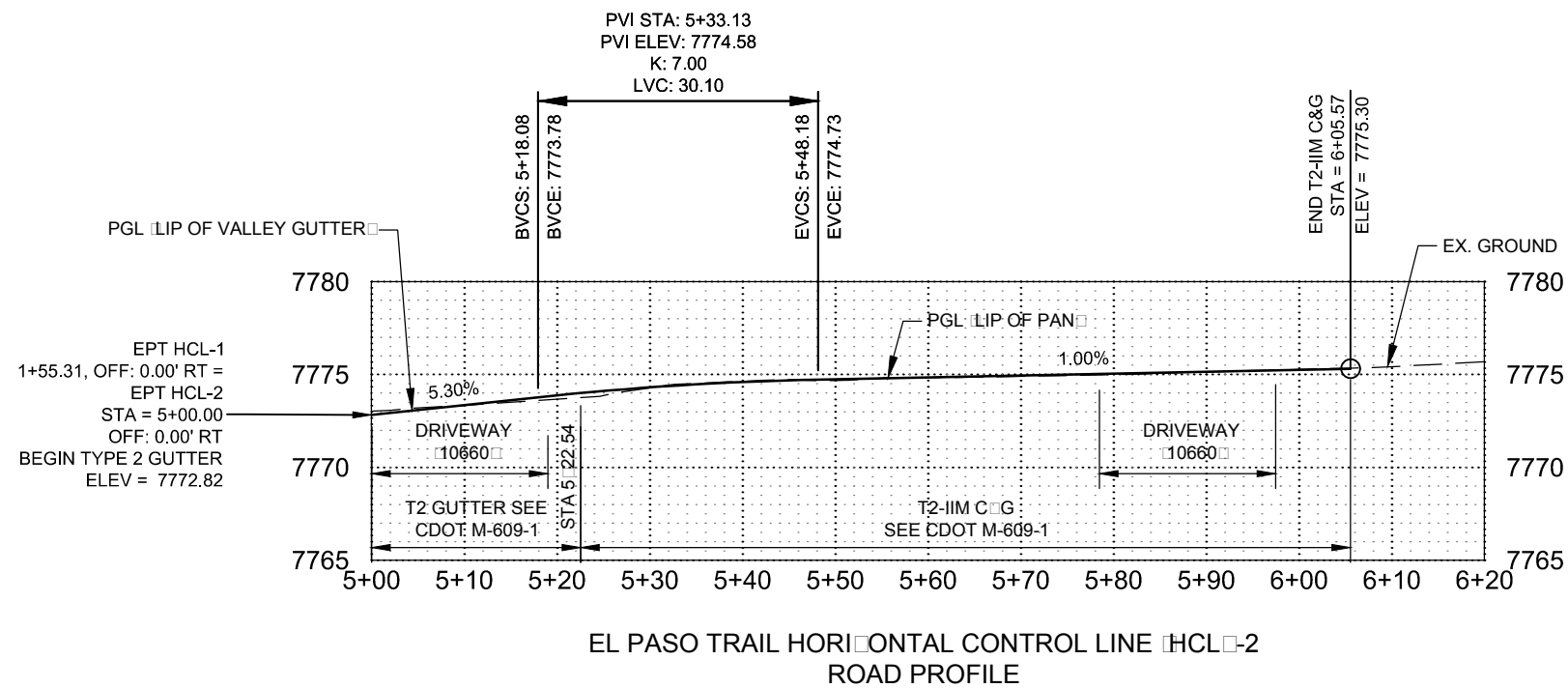
SHEET TITLE
EL PASO TRAIL SITE PLAN

SHEET NO: 10

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EL PASO TRAIL HORIZONTAL CONTROL LINE HCL-1 ROAD PROFILE



EL PASO TRAIL HORIZONTAL CONTROL LINE HCL-2 ROAD PROFILE



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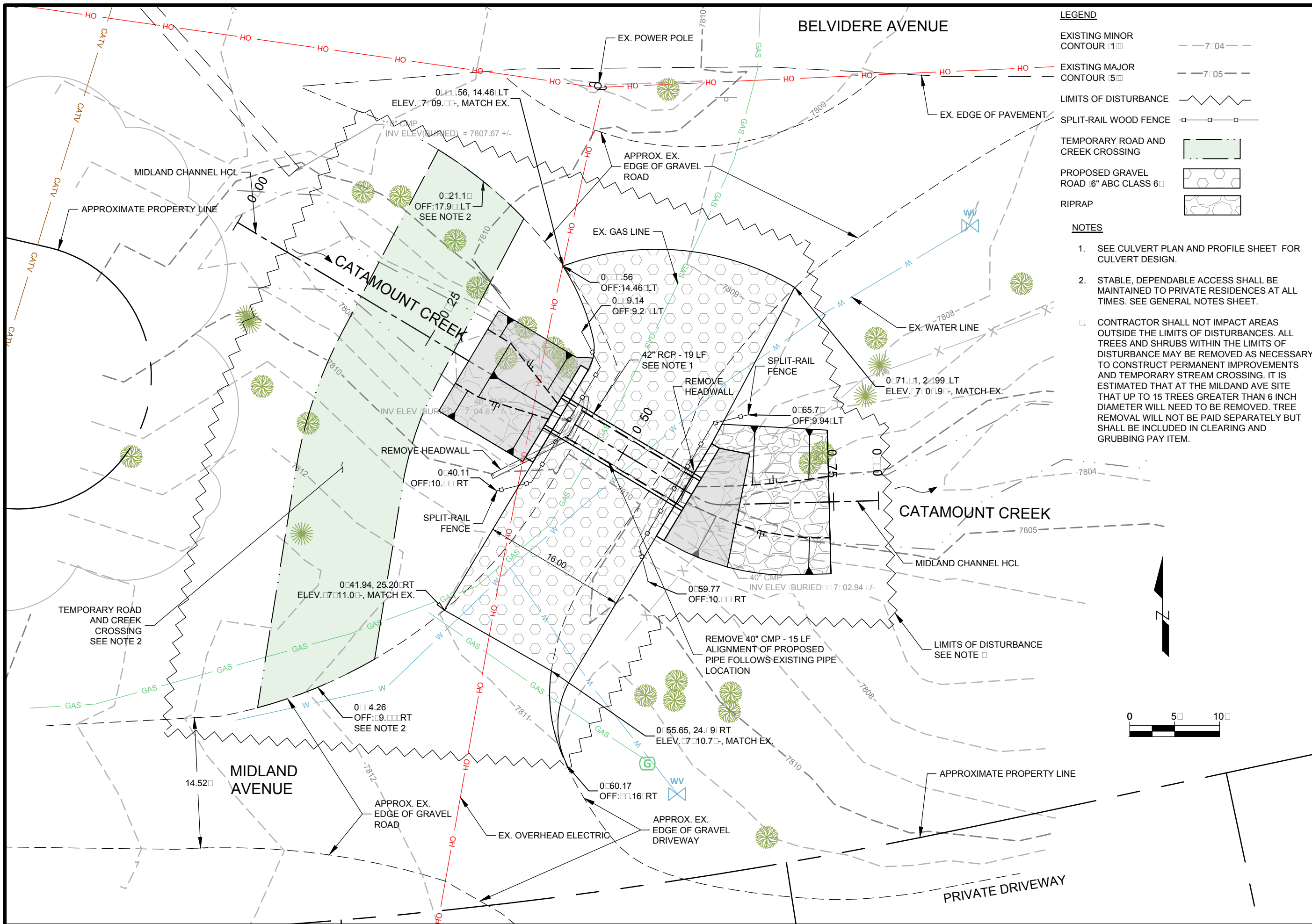
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PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
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SHEET TITLE
**EL PASO TRAIL
 ROAD PROFILES**

SHEET NO: 11

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LEGEND

- EXISTING MINOR CONTOUR 1"
- EXISTING MAJOR CONTOUR 5"
- LIMITS OF DISTURBANCE
- SPLIT-RAIL WOOD FENCE
- TEMPORARY ROAD AND CREEK CROSSING
- PROPOSED GRAVEL ROAD 16" ABC CLASS 6
- RIPRAP

- NOTES**
- SEE CULVERT PLAN AND PROFILE SHEET FOR CULVERT DESIGN.
 - STABLE, DEPENDABLE ACCESS SHALL BE MAINTAINED TO PRIVATE RESIDENCES AT ALL TIMES. SEE GENERAL NOTES SHEET.
- CONTRACTOR SHALL NOT IMPACT AREAS OUTSIDE THE LIMITS OF DISTURBANCES. ALL TREES AND SHRUBS WITHIN THE LIMITS OF DISTURBANCE MAY BE REMOVED AS NECESSARY TO CONSTRUCT PERMANENT IMPROVEMENTS AND TEMPORARY STREAM CROSSING. IT IS ESTIMATED THAT AT THE MIDLAND AVE SITE THAT UP TO 15 TREES GREATER THAN 6 INCH DIAMETER WILL NEED TO BE REMOVED. TREE REMOVAL WILL NOT BE PAID SEPARATELY BUT SHALL BE INCLUDED IN CLEARING AND GRUBBING PAY ITEM.



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PROJECT NAME
 GREEN MOUNTAIN FALLS
 DOLA FLOOD REPAIR
 PROJECTS

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 TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
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REV.	DATE	DESCRIPTION	BY

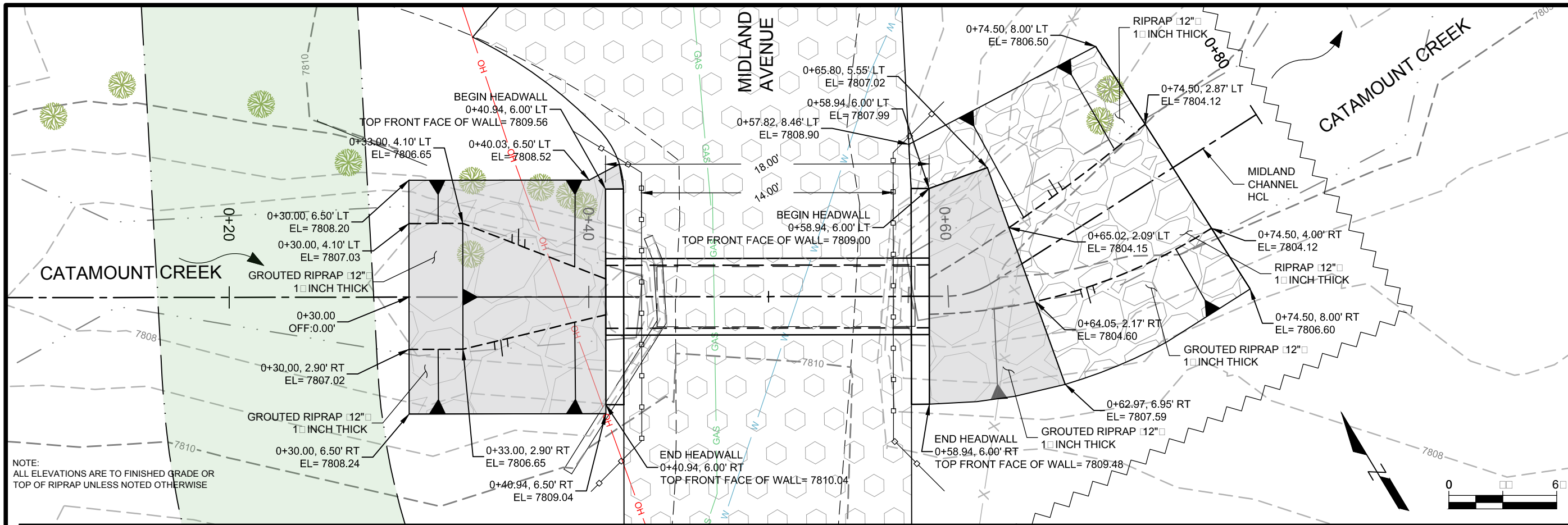
PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
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SHEET TITLE
 MIDLAND AVENUE
 CULVERT

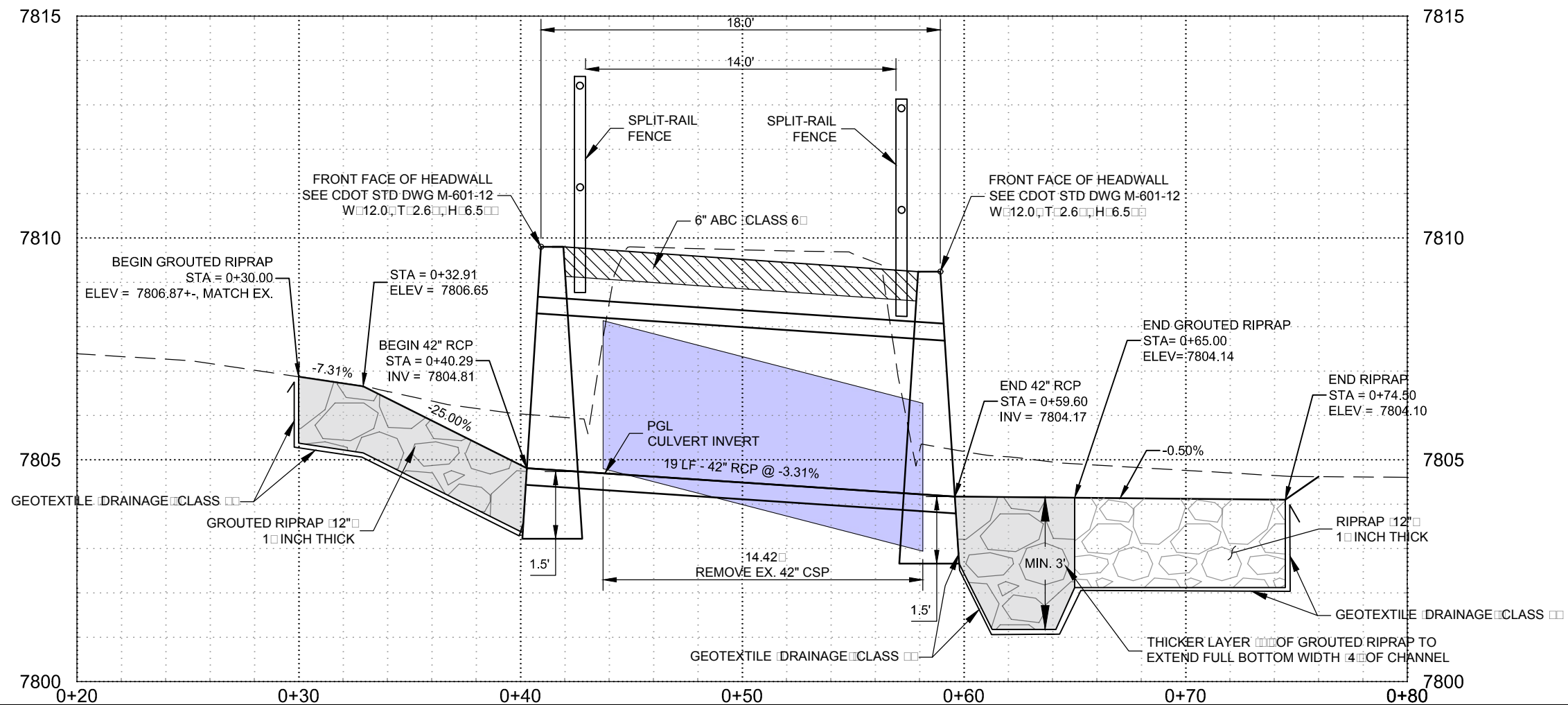
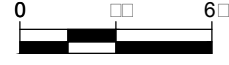
SITE PLAN

SHEET NO: 12

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NOTE: ALL ELEVATIONS ARE TO FINISHED GRADE OR TOP OF RIPRAP UNLESS NOTED OTHERWISE



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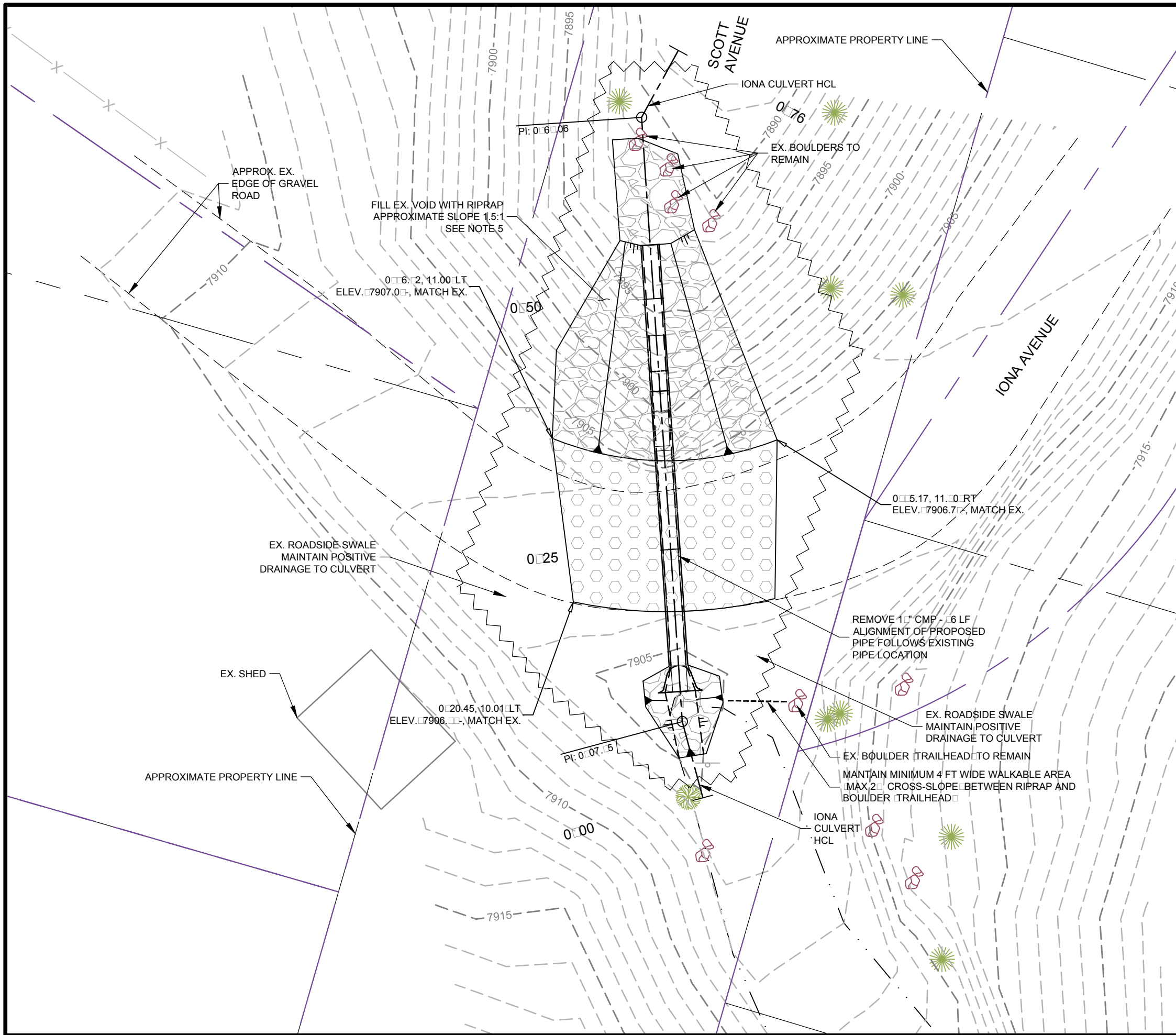


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GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR PROJECTS
 TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
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REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
 DRAWN BY: NAB
 CHECKED BY: APB
 DATE: 7/12/19
 SHEET TITLE
MIDLAND AVENUE CULVERT
PLAN AND PROFILE
 SHEET NO: 13

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LEGEND

- EXISTING MINOR CONTOUR 1'
- EXISTING MAJOR CONTOUR 5'
- LIMITS OF DISTURBANCE
- SPLIT-RAIL WOOD FENCE
- TEMPORARY ROAD AND CREEK CROSSING
- PROPOSED GRAVEL ROAD 16" ABC CLASS 6"
- RIPRAP

NOTES

1. SEE CULVERT PLAN AND PROFILE SHEET FOR CULVERT DESIGN.
2. ACCESS SHALL BE MAINTAINED TO PRIVATE RESIDENCES AT ALL TIMES. SEE GENERAL NOTES SHEET.
3. CONTRACTOR SHALL NOT IMPACT AREAS OUTSIDE THE LIMITS OF DISTURBANCES.
4. TEMPORARY CLOSURE OF IONA AVENUE WITHIN LIMITS OF DISTURBANCE IS ALLOWED FOR UP TO 14 CALENDAR DAYS.
5. LARGE BOULDERS NORTH OF IONA AVENUE ARE NOT ALL SHOWN. INTENT OF BACKFILLING THE ERODED SLOPE IS TO LEAVE THE EXISTING BOULDERS IN PLACE IF THEY ARE STABLE.

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CLIENT

PROJECT NAME
 GREEN MOUNTAIN FALLS
 DOLA FLOOD REPAIR
 PROJECTS

TOWN OF GREEN MOUNTAIN FALLS
 10615 GREEN MOUNTAIN FALLS RD, UNIT B
 PO BOX 524

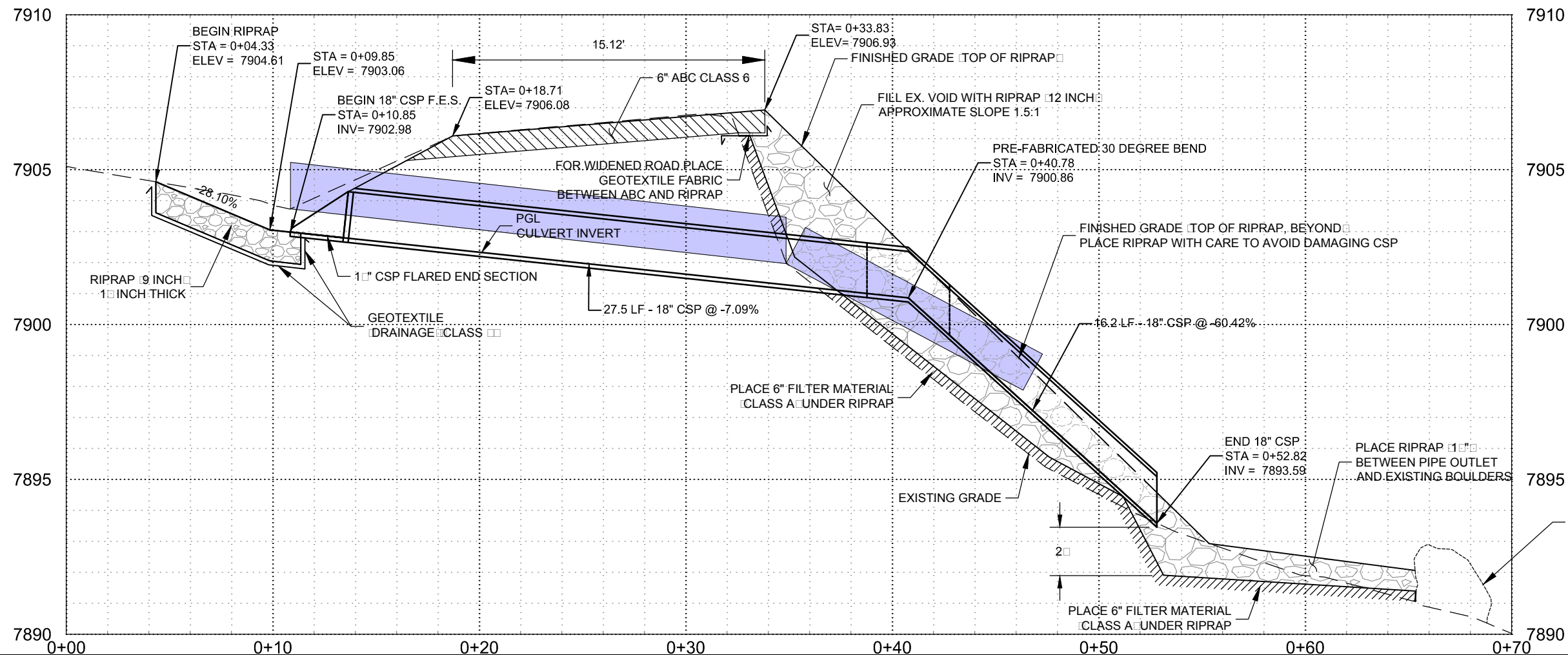
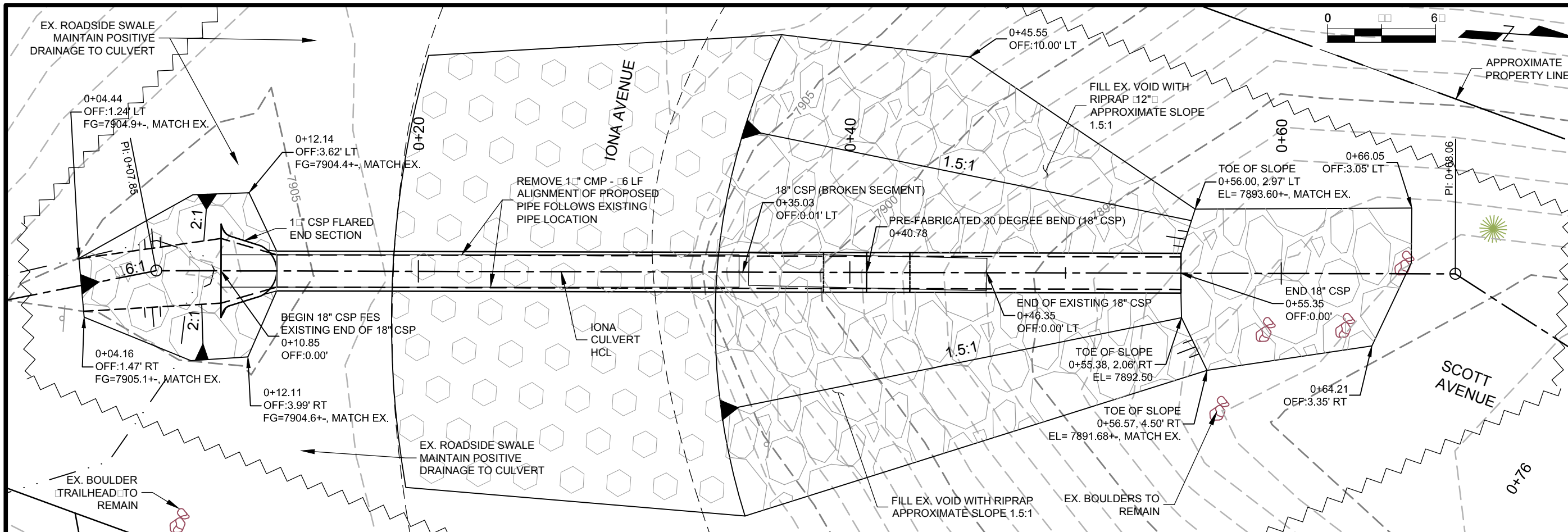
REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-016-00
 DESIGNED BY: NAB
 DRAWN BY: NAB
 CHECKED BY: APB
 DATE: 7/12/19

SHEET TITLE
**IONA AVENUE
 CULVERT
 SITE PLAN**

SHEET NO: 14

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 5755 MARK DABLING BLVD. SUITE 220
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swmp template text for projects with less than 1 acre of disturbance

Additional information for permitted projects. For information only to fulfill the CDPS-SCP (Colorado Discharge Permit System - Stormwater Construction Permit). The ECS shall update to reflect current site conditions.

1. SITE DESCRIPTION

A. PROJECT SITE LOCATION: This project includes four sub-projects all residing in Green Mountain Falls. See title sheet for locations. All sites include gravel roadways which are to remain gravel surfaced.

B. PROJECT SITE DESCRIPTION:

- a. Site 1 (Maple Street Culvert): remove and replace existing 48 inch CSP pipe and headwalls with 48 inch RCP and flared end sections. Temporary creek crossing is required for access to be maintained to traveling public. Riprap and grouted riprap channel and slope stabilization are included at culvert ends.
- b. Site 2 (El Paso Trail Drainage Improvements): install curb and gutter and slight re-grading of gravel roadway to maintain positive surface runoff drainage to Fountain Creek. Asphalt embankment protector and riprap slope stabilization are included at termini of improvements.
- c. Site 3 (Midland Avenue Culvert): remove and replace existing 42 inch CSP pipe and headwalls with 42 inch RCP and new headwalls. Temporary creek crossing is required for access to be maintained to traveling public. Riprap and grouted riprap channel and slope stabilization are included at culvert ends.
- d. Site 4 (Iona Avenue Culvert): remove and replace existing 18 inch CSP pipe with 18 inch CSP and new flared end section on upstream end. Temporary road closure is allowed. Riprap and slope stabilization is included at culvert ends.

C. ACRES OF DISTURBANCE:

- 1. Total area of construction site (LOC): Site 1 (Maple): 0.26 acres; Site 2 (El Paso): 0.22 acres; Site 3 (Midland): 0.20 acres; Site 4 (Iona): 0.04 acres
- 2. Total area of disturbance (LDA): same as LOC
- 3. Acreage of seeding: Site 1 (Maple): 0.20 acres; Site 2 (El Paso): 0.04 acres; Site 3 (Midland): 0.05 acres; Site 4 (Iona): 0.01 acres

D. RECEIVING WATER:

- 1. Outfall locations: Fountain Creek
- 2. Names of receiving water(s) on site: Catamount Creek and Fountain Creek
- 3. Ultimate receiving water: Arkansas River
- 4. Horizontal distance nearest water of the state is from project: On Site

E. EXISTING SOIL DATA: Existing soil is primarily gravelly loam and decomposed granite.

F. EXISTING VEGETATION, INCLUDING PERCENT COVER:

Vegetative transects are not required, by permit, on projects with under an acre of disturbance. However, it is advised that transects be completed prior to construction, as a quality control for post construction revegetation assessment. If transects are not completed on a project, at a minimum describe the quality of the existing vegetation.

A survey including general description of existing vegetation shall be conducted by the SWMP Administrator prior to any ground disturbance on the project. The SWMP Administrator shall photo-document existing vegetation where all work will be occurring. The SWMP Administrator shall also perform the vegetation survey transect(s) including photo documentation as outlined in Chapter 4.11.2 of CDOT's Erosion Control and Stormwater Quality Guide.

Pre-Construction: Date of survey: _____ (to be performed by contractor prior to breaking ground)

%Density: _____
Description of existing vegetation:
Map or table showing transect locations in SWMP Notebook:

Post-Construction: Date of survey: _____ %Density: _____

Description of existing vegetation:
Map or table showing transect locations in SWMP Notebook:

2. STORMWATER MANAGEMENT CONTROLS FIRST CONSTRUCTION ACTIVITIES

THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

A. POTENTIAL POLLUTANT SOURCES

1. Evaluate, identify and describe all potential sources of pollutants at the site in accordance with subsection 107.25 and place any BMPs/Control Measures required to contain potential pollutants.

B. OFFSITE DRAINAGE (RUN ON WATER)

1. Place BMPs/Control Measures to address run-on water in accordance with subsection 208.03.

C. CONSTRUCTION DEWATERING:

1. Obtain a dewatering permit from CDPHE if conditions of their low risk guidance for Discharges of Uncontaminated Groundwater to Land are not met; see subsection 107.25(b) 8.

D. VEHICLE TRACKING PAD

1. BMPs/Control Measures shall be implemented in accordance with subsection 208.04.

E. PERIMETER CONTROL

- 1. Perimeter control shall be established as the first item on the SWMP to prevent the potential for pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters.
- 2. Perimeter control may consist of vegetation buffers, berms, silt fence, erosion logs, existing landforms, or other BMPs/Control Measures as approved.
- 3. Perimeter control shall be in accordance with subsection 208.04.

3. SWMP ADMINISTRATOR:

A. SWMP ADMINISTRATOR FOR DESIGN:

The original SWMP design for this project has been designed by the following engineer:
SWMP Engineering Firm: Wilson & Company, Inc., Engineers and Architects
SWMP Engineer: Nathan A. Burns, PE
Address: 5755 Mark Dabbling Blvd., Suite 220
Colorado Springs, CO 80919
Phone: 719-520-5800
The Contractor assumes responsibility for all design changes to the SWMP, implementation, and maintenance when construction begins.

B. SWMP ADMINISTRATOR FOR CONSTRUCTION:

(See Subsection 208 Under an Acre Specification) The Contractor shall designate a SWMP Administrator for Construction upon ownership of the SWMP. The SWMP Administrator shall become the owner/operator and assume responsibility for all design changes to the SWMP implementation and maintenance in accordance to 208.03. The SWMP Administrator shall be responsible for implementing, maintaining and revising SWMP, including the title and contact information. The activities and responsibilities of the SWMP administrator shall address all aspects of the projects SWMP. (Update the information below for each new SWMP Administrator) (Copy of TECS Certification must also be included in the SWMP Notebook.) **The SWMP Administration for construction is not a separate pay item but is included in the cost of the work.**

Name/Title	Contact information	Certification #	Start Date	Engineer Approval

4. DURING CONSTRUCTION

The SWMP should be considered a "living document" that is continuously reviewed and modified. During construction, the following items shall be added, updated, or amended as needed by the Contractor in accordance with Section 208

- A. **MATERIALS HANDLING AND SPILL PREVENTION:** prior to construction commencing the Contractor shall submit a Spill Prevention, Control and Countermeasure Plan, see subsection 208.06. Materials handling shall be in accordance with subsection 208.06.
- B. **STOCKPILE MANAGEMENT:** shall be done in accordance with subsection 107.25 and 208.07

C. **CONCRETE WASHOUT:** Concrete wash out water or waste from field laboratories and paving equipment shall be contained in accordance with subsection 208.05.

D. **SAW CUTTING:** shall be done in accordance with subsection 107.25, 208.04, 208.05

E. **STREET SWEEPING:** shall be done in accordance with subsection 208.04

5. BMP/CONTROL MEASURE MAINTENANCE

A. Maintenance shall be in accordance with subsection 208.04 (f).

6. INTERIM AND FINAL STABILIZATION

A. SEEDING PLAN

Soil preparation, soil conditioning or topsoil, seeding (native), mulching (weed free) and mulch tackifier or soil retention blanket will be required for an estimated **0.29** acres of disturbed area within the right-of-way limits which are not surfaced. The following types and rates shall be used:

COMMON NAME	BOTANICAL NAME	LBS. PLS PER ACRE
Western wheatgrass	Pascopynum smithii v. Arriba	6
Big bluestem	Andropogon gerardii	5
Blue grama	Boutelous gracilis v. Hachita	2
Sideoats grama	Boutelous curtipendula	3
Little bluestem	Schizachyrium scoparium	3
Blue fescue	Linnam perenne v. Appar	2
Narrowleaf Indian paintbrush	Castilleja lanifolia	2
White yarrow	Achillea millefolium v. Occidentalis	1
Douglas (Low) Rabbitbrush	Chrysothamnus viscidiflorus	1
True mountain malvogyne	Cercocarpus montanus	1
Gambel's oak	Quercus gambelii	1
One-seed juniper	Juniperus monosperma	1

B. **SEEDING APPLICATION:** Drill seed 0.25 inch to 0.5 inch into the soil. In small areas not accessible to a drill, hand broadcast at double the rate and rake 0.25 inch to 0.5 inch into the soil.

C. **MULCHING APPLICATION:** Apply a minimum of 2 tons of certified weed free straw or 2 tons of certified weed free straw per acre and in accordance with Section 213, and mechanically crimp it into the soil in combination with an organic mulch tackifier.

D. SPECIAL REQUIREMENTS:

1. Due to high failure rates, hydroseeding will not be allowed for permanent stabilization.

E. **SOIL CONDITIONING AND FERTILIZER REQUIREMENTS:** Minimum requirements for all disturbances to receive seeding (native).

Soil conditioner paid for as item 212- Soil Conditioning (Acre)		
Biological nutrient organic based fertilizer (lbs/acre)*	Humate (lbs/acre)	Compost (cys/acre) All areas <2:1 1/2 inch depth
300	200	45

*Biological nutrient shall not exceed 8-8-8 (N-P-K).

Humate based material shall be in accordance to Standard Special Provision 212 and compost shall be in accordance to Standard Special Provision 212.

F. **BLANKET APPLICATION:** On all slopes steeper than 4:1 and ditches blanket is required, the blanket shall be placed in lieu of mulch and mulch tackifier.

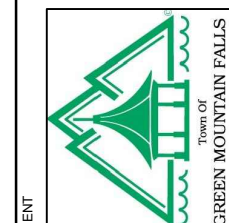
2. PRIOR TO FINAL ACCEPTANCE

A. Partial Acceptance shall be in accordance with subsection 107.25 (d) and 208.10 At the Partial Acceptance of the project, it shall be determined by the SWMP Administrator and the Engineer which temporary BMPs/Control Measures shall remain until 70% reestablishment or which shall be removed.

8. NARRATIVES:

A. ADDITIONAL BMPS/CONTROL MEASURES AND NARRATIVES:

BMP/Control Measure details and narratives not covered by the SWMP or Standard Plan M-208, M-216 shall be added to the SWMP notebook by the SWMP Administrator.



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**STORMWATER
MANAGEMENT
GENERAL NOTES**

SHEET NO:
16

STRUCTURAL BMPs/Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:

APPLICATION, BMP/CONTROL MEASURE	NARRATIVE	M-STANDARD/NON-STANDARD	IN USE ON SITE	BMP/CONTROL MEASURE TO BE LOCATED BY SWMP ADMINISTRATOR	INSTALLATION BMP/CONTROL MEASURE PRE-CONSTRUCTION	BMP/CONTROL MEASURE PHASING		
						FIRST/INITIAL CONSTRUCTION ACTIVITIES	INTERIM CONSTRUCTION ACTIVITIES	PERMANENT STABILIZATION
PROTECTION OF EXISTING WETLANDS <i>Fence (plastic) and erosion logs</i>	Fence (plastic) shall be placed in combination with erosion logs to prevent encroachment of construction traffic and sediment into state waters prior to start of construction disturbances. Fence (plastic) shall be placed adjacent to the wetlands; erosion logs shall be placed between the plastic fence and disturbance area. Logs shall be placed to direct flows away from or filter water running into wetlands from disturbance areas.							
PROTECTION OF EXISTING TREES/LANDSCAPING <i>Fence (plastic)</i>	Fence (plastic) shall be used in areas indicated in the plans to prevent encroachment of construction traffic and sediment for the protection of mature trees and/or existing landscaping prior to start of construction disturbances.							
CHECK DAM/DITCH CHECK <i>Erosion log, silt berm, silt dike, rock check dam</i>	Placed in ditches immediately upon completion of ditch grading to reduce velocity of runoff in ditch. For existing ditches, place prior to start of construction disturbances.	M-208						
TYPE R AND TYPE 16 INLET PROTECTION <i>Storm drain inlet protection (Type 1, 2 and 3)</i>	Placed prior to construction disturbances as detailed in M-208-1, to protect existing inlets or immediately upon completion of new inlets to prevent sediment from entering the inlet throughout construction.	M-208						
CULVERT INLET/OUTLET PROTECTION <i>Erosion logs, aggregate bags</i>	Placed at mouth of culvert inlets and over top of culvert at inlet and outlet where disturbance may be occurring adjacent to pipe to prevent sediment laden water from entering pipe or drainage. Place prior to start of construction disturbances.	M-208						
TYPE C, TYPE D AND TYPE 13 PROTECTION <i>Erosion logs, aggregate bags, erosion bales</i>	Placed around inlet grate or slope and ditch paving to prevent sediment from entering inlet. Place prior to start of construction disturbances.	M-208						
STOCKPILE PROTECTION <i>Temporary berm, erosion logs, aggregate bags*</i>	Placed within specified distance, in accordance with subsection 208.06, from toe to contain sediment around stockpile. *Aggregate bags are easily moved and replaced for access during the work day. Place prior to start of stock pile, increase control as stock pile increases size.	M-208					X	
TOE OF FILL PROTECTION <i>Erosion logs, temporary berm, silt fence, topsoil windrow*</i>	Place prior to slope/embankment work to capture sediment and protect and delineate undisturbed areas. *Can be used to stockpile topsoil for salvage.	M-208				X		
PERIMETER CONTROL <i>Erosion logs, silt fence, temporary berm, topsoil windrow*</i>	Placed prior to construction commencing to address potential run-on water from off site, and to divert around disturbed area. *Can be used to stockpile topsoil for salvage.	M-208				X		
SEDIMENT CONTROL/ SLOPE CONTROL <i>Silt fence, erosion logs</i>	Placed on the contour of a slope to contain and slow down construction runoff. Place prior to start of construction disturbances.	M-208				X		
TEMPORARY SEDIMENT TRAP <i>(SWMP Administrator shall add locations to SWMP site maps)</i>	Used to capture sediment laden runoff from disturbed areas < 5 acres during construction. Place prior to start of construction disturbances.	M-208						
PERMANENT SEDIMENT BASIN <i>Extended detention basin or other Permanent Water Quality features</i>	Constructed early in project, prior to storm sewer/ditches to capture storm flow as a temporary sediment trap. Outlet structure shall be modified for contaminants of construction runoff a non-standard detail is needed.							
EMBANKMENT PROTECTION OR TEMPORARY SLOPE DRAIN	Placed as a conduit or chute to drain runoff down slope and to prevent erosion of slope.	M-208						
OUTLET PROTECTION <i>Riprap, or approved other</i>	Material placed as energy dissipater to prevent erosion at outlet structure.							X
CONCRETE WASHOUT <i>In-ground or fabricated</i>	Construction control, used for waste management of concrete and concrete equipment cleaning. Place prior to start of concrete activities.	M-208					X	
VEHICLE TRACKING PAD	Source control, placed to prevent tracking of sediment from disturbed area to offsite surface. Place prior to start of construction disturbances.	M-208						
SWEEPING	Source control, used to remove sediment tracked onto paved surfaces and to prevent sediment from entering drainage system. Sweep daily and at the end of the construction shift as needed. Kick brooms shall not be permitted.							
DEWATERING <i>(Contractor is responsible for obtaining a permit from Colorado Department of Health and Environment.)</i>	Shall be done in such a manner to prevent potential pollutants from entering state waters.						X	
TEMPORARY STREAM CROSSING <i>(SWMP Administrator shall add locations to SWMP site maps)</i>	Constructed over stream or drainage to prevent discharge of pollutants from construction equipment into water.						X	
CLEAN WATER DIVERSION	Placed to divert clean surface or ground water around disturbance area to prevent it from mixing with construction runoff.							
OTHER								

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SHEET NO:
 17

NON-STRUCTURAL BMPs/Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:
 Erosion control devices are used to limit the amount of soil loss on site
 Sediment control devices are designed to capture sediment on the project site.
 Construction controls are BMPs/Control Measures related to construction access and staging.
 BMP/Control Measure locations are indicated on the SWMP site map.

APPLICATION, BMP/CONTROL MEASURE	NARRATIVE	M-STANDARD	IN USE ON SITE	BMP/CONTROL MEASURE TO BE LOCATED BY SWMP ADMINISTRATOR	INSTALLATION BMP/CONTROL MEASURE PRE-CONSTRUCTION	BMP/CONTROL MEASURE PHASING		
						FIRST/INITIAL CONSTRUCTION ACTIVITIES	INTERIM CONSTRUCTION ACTIVITIES	PERMANENT STABILIZATION
VEGETATIVE BUFFER STRIP Fence (plastic)	Filter sediment laden runoff from disturbance area. Area to be identified on SWMP prior to construction starting.							
LANDFORM (SWMP Administrator shall add locations to SWMP site maps)	Existing landforms may be used as a BMP/Control Measure if they prevent sediment from entering or leaving the disturbance area. If a landform directs flow of water to a concentrated outfall point, the outfall point shall be protected to prevent erosion. Area to be identified on SWMP prior to construction starting.							
TOPSOIL MANAGEMENT STOCKPILE/SALVAGE Windrow or stockpile	Prior to embankment work commencing, existing topsoil shall be scraped to a depth of 4 inches, and placed in stockpiles or windrows. Upon completion of slope work/final grading (less 4 inches), topsoil shall be evenly distributed over embankment to a depth of 4 inches.					X	X	
SURFACE ROUGHENING / GRADING TECHNIQUES Blading, Backhoe, Dozing, Combination Loader	Temporary stabilization of disturbance and to minimize wind and erosion.						X	
SEEDING (TEMPORARY)	Temporary stabilization used for over wintering of disturbance or used to control erosion for areas scheduled for future construction.							
BONDED FIBER MATRIX/HYDRAULIC MULCH	Not to be used in areas of concentrated flows, i.e. ditch lines. To be used in combination with surface roughening for temporary stabilization of disturbed soils, when work is temporarily halted and as approved by the Engineer. May be used as surface cover for temporary topsoil stockpiles							
MULCH/MULCH TACKIFIER	Temporary or Final Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as temporary surface cover when work is temporarily halted and as approved by the Engineer							
SPRAY-ON MULCH BLANKET (Not to be used in areas of concentrated flows, i.e. ditch lines.)	Temporary or Final Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as temporary surface cover when work is temporarily halted and as approved by the Engineer							
SEEDING PERMANENT (NATIVE)	Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.							X
SOIL RETENTION BLANKET (SRB)	Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.	M-216						X
TURF REINFORCEMENT MAT (TRM)	Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas. Placed in channels or on slopes for erosion control, channel liner and seeding establishment.	M-216						
OTHER								

9. TABULATION OF STORMWATER QUANTITIES

SEE SUMMARY OF APPROXIMATE QUANTITIES SHEET FOR PAY ITEMS AND QUANTITIES.

*It is anticipated that additional BMPs/Control Measures and BMP/Control Measure quantities not shown on the SWMP Site Maps shall be required on the project for unforeseen conditions and replacement of items that are beyond their useful service life, see subsection 208.03 and 208.04. **Quantities for all BMPs/Control Measures shown above are estimated, and have been increased for unforeseen conditions and normal BMP/Control Measure life expectancy.** Quantities shall be adjusted according to the conditions encountered in the field as directed and approved by the Engineer. Payment shall be for the actual work completed and material used.

10. BIOLOGIC IMPACTS

A. ENVIRONMENTAL IMPACTS:

1. Wetland Impacts: YES **NO WETLAND KNOWN OF**
2. Stream Impacts: **YES** NO
3. Threatened and Endangered Species: No species are known of or anticipated to be impacted by the project.
4. If YES to any of the above items, are any permits required or additional actions needed (404, etc.)

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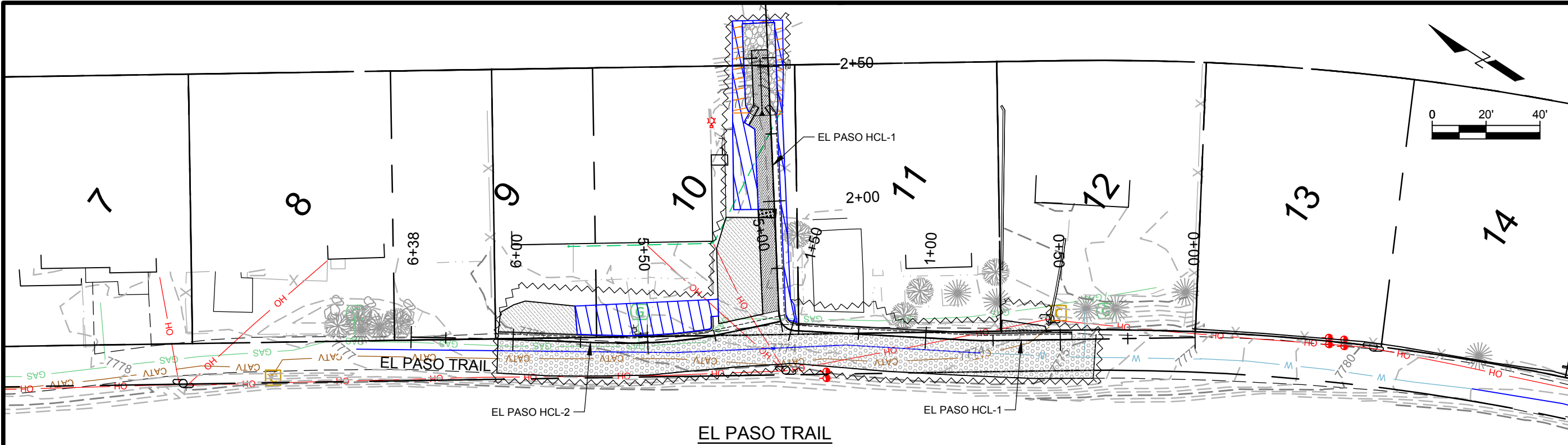
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EL PASO TRAIL

LEGEND

- LIMITS OF DISTURBANCE 
- TOPSOIL, SEEDING, & MULCHING 
- TOPSOIL, SEEDING, & EROSION CONTROL BLANKET 
- PROPOSED GRAVEL ROAD (6" ABC CLASS 6) 
- RIPRAP 

NOTE

1. ALL DISTURBED AREAS THAT ARE NOT RIPRAP, GRAVEL SURFACED OR IN THE CREEK SHALL BE COVERED WITH A 4" LAYER OF TOPSOIL AND SEEDED AND MULCHED (SLOPES <4:1) OR SEEDED AND COVERED WITH SOIL RETENTION BLANKET (SLOPES >=4:1). AREAS SHOWN ARE CONCEPTUAL AND MAY VARY FROM ACTUAL SEEDING LIMITS.



MAPLE STREET

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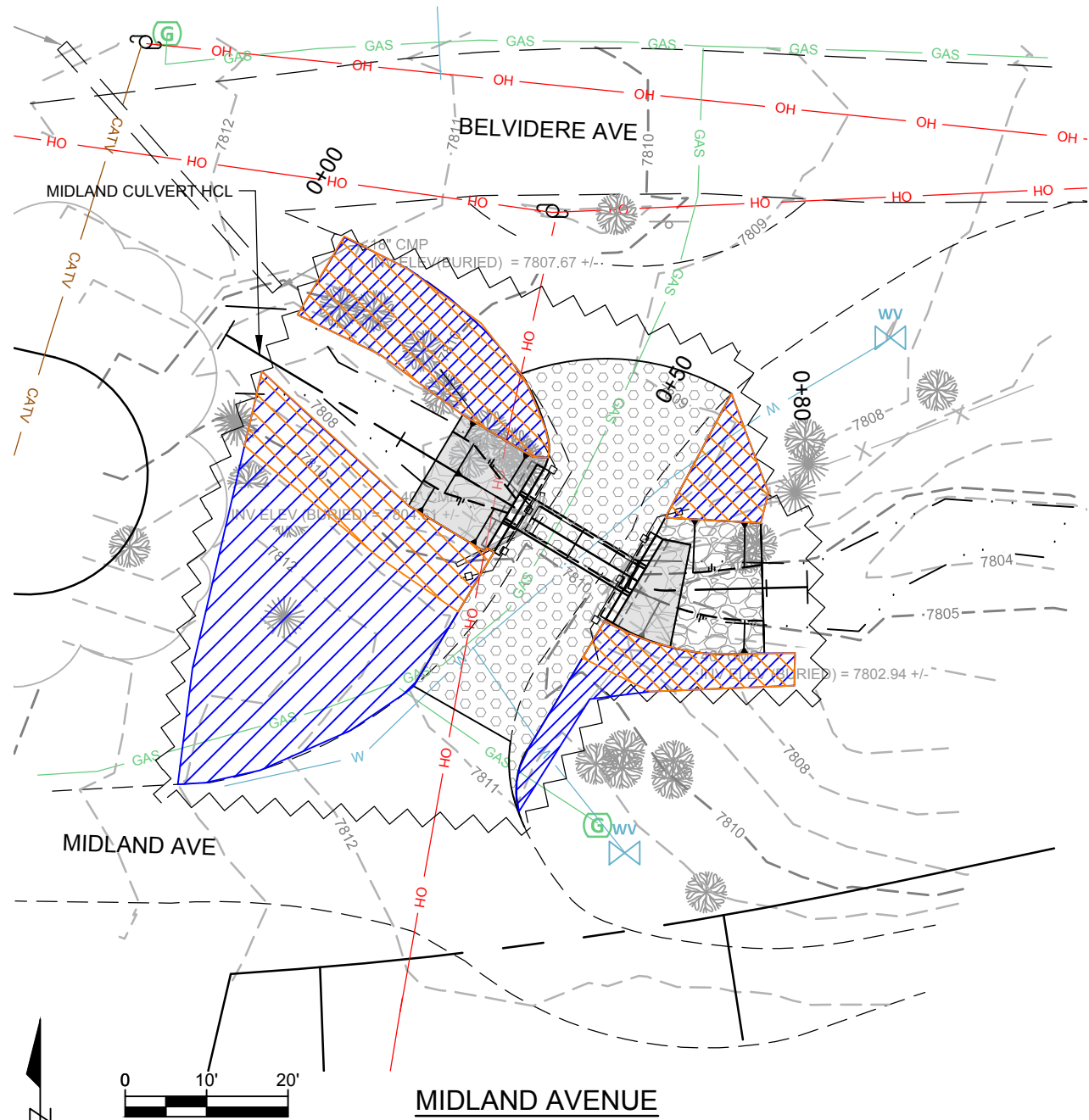
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**MAPLE AND EL PASO
 SEEDING PLAN**

SHEET NO:
 19

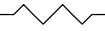




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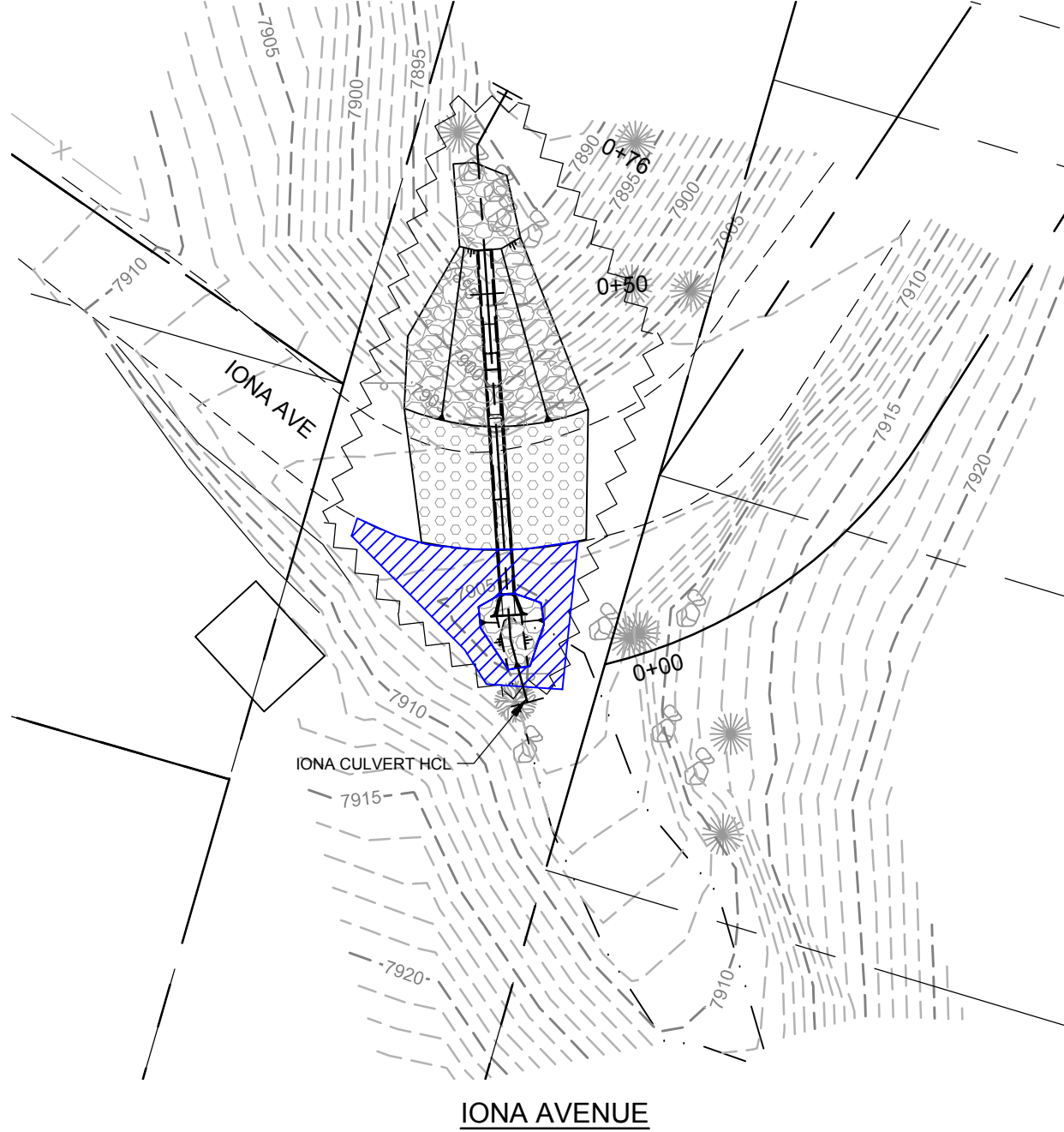


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**MIDLAND AND IONA
 SEEDING PLAN**

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MILESTONE GRADING & DRAINAGE, LLC.

PROPOSAL FOR SERVICES

For

TOWN OF GREEN MOUNTAIN FALLS

DOLA FLOOD REPAIR PROJECTS

OVERVIEW

Milestone Grading & Drainage, LLC. (Milestone) is pleased to submit this proposal for services to support The Town of Green Mountain Falls (GMF) in achieving its goals for improving existing drainage conditions and replacement/upgrading of existing culverts. We specialize in correction of drainage related issues and ensure every one of our projects are top notch in quality and function. This will be accomplished implementing the proposed improvements as designed in the Wilson & Company *Green Mountain Falls DOLA Flood Repair Projects* plans dated July 2019. Milestone's objective for GMF will be to provide a finished product that accurately reflects the scope of work in the DOLA plans by implementing proper installation each step of the way. We realize communication is the key to success and our team makes great efforts to keep our clients informed and up to date on progress on issues that may arise. Our employees go out of their way to ensure safe working conditions, work to minimize disruption to the community during construction, and will always maintain a clean job site. Milestone hires only those who possess and exhibit proper respect for the clients we serve thus creating a pleasant experience for those whose lives are temporality disrupted by the construction activities. We have the competency to address the issues put forth by the Engineer of Record and the expertise to address any issues that may arise due to unforeseen conditions. Milestone is owned and operated by a professional engineer registered in the State of Colorado and has been designing and constructing drainage solutions for over twenty years. Therefore, all improvements will meet or exceed those outlined in the engineer's plans and final slopes and grades will be verified by our professional engineer with advanced equipment to ensure conformity and the highest quality product.

The Objective

To properly construct the drainage improvements proposed in the DOLA plans thus providing safe and reliable navigation across the respective waterway.



OUR PROPOSAL

Execution Strategy

Our execution strategy incorporates proven methodologies, qualified personnel, and a highly responsive approach to managing construction. The following is a description of our project methods: including how the project will be executed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

The timing of each project start dates will be coordinated with Mr. Andre Bracken, and priority of each project will be determined by Mr. Bracken and The Town of Green Mountain Falls. Milestone will schedule each project according to those desires.

If a modification to the scope of work provided in this proposal is required, the modification of the scope of work will be discussed with Mr. Bracken and final scope and pricing will be agreed to in writing prior to beginning work. These changes may include additions, deletions, or other revisions to the scope of work.

Technical/Project Approach

Our team will consist of a professional engineer's layout, daily inspections by qualified personnel, one to two operators, and one to two laborers.

- Maple Street:
 - The temporary roadway will be installed prior to any demolition activities.
 - Install temporary channel pump bypass system
 - The existing roadway will be closed, and the existing pipe culverts will be removed and hauled off
 - The new reinforced concrete pipe will be installed
 - The upstream and downstream rip rap pads will be constructed, the end sections installed and the rip rap grouted
 - The downstream rip rap pad will be constructed and the embankment above the pipe will be completed
 - The rip rap above the downstream end of the pipe will be installed
 - The aggregate roadway will be installed and compacted
 - Construct split rail fence
 - Remove traffic control
 - Remove temporary roadway, seed and mulch



- Midland Avenue:
 - The temporary roadway will be installed prior to any demolition activities.
 - Install temporary channel pump bypass system
 - The existing roadway will be closed, and the existing pipe culverts will be removed and hauled off
 - The new reinforced concrete pipe will be installed
 - Install cast in place end sections
 - The upstream and downstream rip rap pads will be constructed and the rip rap grouted
 - The downstream rip rap pad will be constructed and the embankment above the pipe will be completed
 - The aggregate roadway will be installed and compacted
 - Construct split rail fence
 - Remove traffic control
 - Remove temporary roadway, seed and mulch
- Iona Avenue
 - The existing roadway will be closed, and the existing pipe culverts will be removed and hauled off
 - The slope will be clear and grubbed, drain system and rip rap installed up to the invert elevation of the culvert extending across the roadway
 - Construct roadway embankment and install CSP pipe across the roadway.
 - Install downstream outfall pipe
 - Install remaining riprap of roadway embankment and along pipe rundown section
 - Install rip rap inlet protection and flared end section
 - Regrade swales on upstream end to flared end section
 - Remove traffic control
- El Paso Trail
 - Rough grade along curb and gutter
 - Install rip rap at end of curb
 - Install temp traffic control
 - Pothole gas line
 - Install curb and gutter
 - Relocate underdrain
 - Pave asphalt path and rundown
 - Back fill will aggregate
 - Seed and mulch



Project Deliverables

Following is a complete list of all project deliverables:

- Temp roadway materials
- Concrete pipe culverts and end sections
- Concrete cast in place headwalls
- Corrugated steel pipe and end section
- Aggregates
- Rip rap
- Filter fabric
- Split rail fence

Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change based upon weather and existing utility relocations if required.

Description	Start Date	End Date	Duration
TBD			

PRICING

The following table details the pricing for delivery of the services outlined in this proposal including a professional engineer's quality control. This pricing is valid for 30 days from the date of this proposal:

Services Cost <Category #1>	Price
Maple Street	\$116,905.50
El Paso Trail	\$66,673.09
Midland Avenue	\$99,250.00
Iona Avenue	\$46,309.00
	\$329,137.59



EXCEPTION OF CONDITIONS

The following items have been excluded from this contract:

- Permits for SWPPP
- Relocation of utilities
- Restoration of unmarked utilities
- Excavation of frost
- Excavation of rock
- Cold weather concrete provisions
- Over excavation due to poor sub-grade material

CONCLUSION

We look forward to working with The Town of Green Mountain Falls and supporting your efforts to improve the drainage and roadway conditions. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective project.

Civil contractors are not required nor are they licensed by Pikes Peak Regional Building.

If you have questions on this proposal, feel free to contact Mr. Shay Miles, P.E. at your convenience by email at shay@milestoneeng.org or by phone at (719) 352-8886. We will be in touch with you to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Shay Miles, P.E.

A handwritten signature in blue ink, appearing to read "Shay Miles", is written over a light blue rectangular background.

President

September 9, 2019

Milestone Grading & Drainage, LLC
Terms and Conditions



These Terms and Conditions along with the Engagement Letter and Fee Schedule form the Agreement between the Client and Milestone Grading & Drainage, LLC as if they were part of one and the same document. The laws of the State of Colorado shall govern this Agreement.

1) **Client** - Unless otherwise agreed to in writing, the “Client” is the person to whom the Engagement Letter is addressed, along with their employer if it is included as part of the Client’s address. The Client warrants his or her authority to contract with Milestone Grading & Drainage, LLC.

2) **Workmanship and Warranty.** Milestone Grading & Drainage, LLC and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to Milestone Grading & Drainage, LLC’s performance, unless agreed to in writing. Milestone Grading & Drainage, LLC is not responsible for acts or omissions of the Client, or for third parties not under its management, control or supervision, which limitation is not intended to exclude responsibility for subcontractors performing work on the project. Milestone Grading & Drainage, LLC shall not be liable for any reason for any special, indirect or consequential damages including loss of use and loss of profit.

3) **Expenses and Payment.** The Client is responsible for paying all fees and expenses of Milestone Grading & Drainage, LLC related to the engagement in accordance with the accompanying Fee Schedule. Fees and expenses will be billed monthly, or at the completion of major work, unless other arrangements are made with Milestone Grading & Drainage, LLC. Payment is due from the Client within 30 days of the invoice date. Milestone Grading & Drainage, LLC will charge a late fee of 2% per month on all invoices not paid within 30 days of the invoice date. The Client agrees to pay all collection costs, including any legal fees, incurred in connection with the collection of a past due account. If any portion of an account remains unpaid 30 days after billing, Milestone Grading & Drainage, LLC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services. Rates and fees are subject to increase on a calendar year basis without other notice.

4) **Termination.** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Milestone Grading & Drainage, LLC for all work and services properly completed and reimbursable costs reasonably incurred by Milestone Grading & Drainage, LLC up to the date of termination, in accordance with the Fee Schedule.

5) **Non-conforming work.** Client shall promptly notify Milestone Grading & Drainage, LLC of any claim for loss or damage which is alleged to have resulted from any action, error or omission of Milestone Grading & Drainage, LLC in performing its services. Client shall give Milestone Grading & Drainage, LLC reasonable opportunity to inspect and investigate the premises before any work to remove or remediate the existing work is performed. The failure of Client to give Milestone Grading & Drainage, LLC prompt notice and the reasonable opportunity to inspect and investigate shall mean that Milestone Grading & Drainage, LLC has no liability for the cost of any repairs or remedial action or for any other loss or damage claimed by Client.

6) **Dispute Resolution.** In an effort to resolve any disputes that arise related to the services provided by Milestone Grading & Drainage, LLC, the Client and Milestone Grading & Drainage, LLC agree that all such disputes shall be submitted to non-binding mediation prior to the initiation of any other form of legal proceeding, unless the parties mutually agree otherwise in writing. Non-binding mediation shall be completed within 90 days after either party submits a written request for mediation to the other party.

8) **Documents** – All documents, including but not limited to, reports, photographs, notes, audio recordings, video recordings, animations, and drawings produced by Milestone Grading & Drainage, LLC are instruments of professional service and remain the property of Milestone Grading & Drainage, LLC. Any reuse of these documents or the information contained therein is prohibited without the express consent of Milestone Grading & Drainage, LLC. Milestone Grading & Drainage, LLC shall have no liability for Client’s use of or reliance upon Milestone Grading & Drainage, LLC reports, drawings or other documents or instruments of service on future projects for which Milestone Grading & Drainage, LLC is not retained to provide services.

9) **Contractual Agreement.** The Terms and Conditions, Engagement Letter, and Fee Schedule shall form the entire agreement between the parties hereto with respect to the subject matter. No oral representations of any officer, agent or employee of Milestone Grading & Drainage, LLC or Client, either before or after execution of this agreement, shall affect or modify any obligation of either party hereunder. Client agrees that it has not been induced to enter into this agreement by any representations, statements or warranties of Milestone Grading & Drainage, LLC or any officer, agent or employee of Milestone Grading & Drainage, LLC, other than those herein expressed.



These Terms and Conditions shall continue in full force and effect during, as well as after, the completion or termination of Milestone Grading & Drainage, LLC's services to Client.

10) **Severability.** It is understood and agreed by the parties hereto that, if any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with any law or statute of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

11) This Agreement and the rights and obligations created by this Agreement are not assignable or transferable by either party without the advanced written consent of the other party.

El Paso Trial

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$1,500.00	1	\$1,500.00
202-00015	REMOVAL OF HEADWALL	EACH		0	
202-00035	REMOVAL OF PIPE	LF		0	
202-00200	REMOVAL OF SIDEWALK	SY	\$120.00	2	\$240.00
202-01000	REMOVAL OF FENCE	LF	\$9.00	12	\$108.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY	\$100.00	25	\$2,500.00
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY		0	
203-01597	POTHOLING	HR	\$275.00	8	\$2,200.00
206-00510	FILTER MATERIAL (CLASS A)	CY		0	
207-00205	TOPSOIL	CY	\$50.00	16	\$800.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	LS	\$2,500.00	1	\$2,500.00
208-00520	TEMPORARY STREAM CROSSING	L S		0	
212-00006	SEEDING (NATIVE)	ACRE	\$10,000.00	0.04	\$400.00
213-00003	MULCHING (WEED FREE)	ACRE	\$5,500.00	0.02	\$110.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	\$8.00	28	\$224.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$75.00	88	\$6,600.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON	\$543.00	13	\$7,059.00
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$25.00	31	\$775.00
506-00030	GROUTED RIPRAP (12 INCH)	CY		0	
506-00209	RIPRAP (9 INCH)	CY		0	
506-00212	RIPRAP (12 INCH)	CY	\$150.00	15	\$2,250.00
506-00218	RIPRAP (18 INCH)	CY		0	
601-01000	CONCRETE CLASS B	CY		0	
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH		0	
603-10180	18 INCH CORRUGATED STEEL PIPE	LF		0	
603-30018	18 INCH STEEL END SECTION	EA		0	
607-11450	FENCE SPLIT CEDAR	LF	\$45.00	12	\$540.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	\$73.97	187	\$13,832.39
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF	\$67.60	95	\$6,422.00
609-24004	GUTTER TYPE 2 (4 FOOT)	LF	\$62.40	23	\$1,435.20
612-00002	DELINEATOR (TYPE II)	EACH		0	
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH	\$7,850.00	1	\$7,850.00
620-00020	SANITARY FACILITY	EA	\$225.00	1	\$225.00
625-00000	CONSTRUCTION SURVEYING	LS	\$1,500.00	1	\$1,500.00
626-00000	MOBILIZATION	LS	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	LS	\$2,000.00	1	\$2,000.00

700-70010	F/A MINOR CONTRACT REVISIONS	FA	Var. (5%)		
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PROJECT SUB-TOTALS					\$66,673.09
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COMBINED PROJECT TOTAL					
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Iona Avenue Bid

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$5,500.00	1	\$5,500.00
202-00015	REMOVAL OF HEADWALL	EACH		0	
202-00035	REMOVAL OF PIPE	LF	\$90.00	36	\$3,240.00
202-00200	REMOVAL OF SIDEWALK	SY		0	
202-01000	REMOVAL OF FENCE	LF		0	
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	\$70.00	10	\$700.00
203-01597	POTHOLING	HR		0	
206-00510	FILTER MATERIAL (CLASS A)	CY	\$130.00	11	\$1,430.00
207-00205	TOPSOIL	CY	\$220.00	3	\$660.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA		0	
208-00400	WATER CONTROL	LS	\$5,000.00	1	\$5,000.00
208-00520	TEMPORARY STREAM CROSSING	L S		0	
212-00006	SEEDING (NATIVE)	ACRE	\$25,000.00	0.01	\$250.00
213-00003	MULCHING (WEED FREE)	ACRE	\$10,000.00	0.01	\$100.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY		0	
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$210.00	8	\$1,680.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$50.00	17	\$850.00
506-00030	GROUTED RIPRAP (12 INCH)	CY		0	
506-00209	RIPRAP (9 INCH)	CY	\$165.00	3	\$495.00
506-00212	RIPRAP (12 INCH)	CY	\$200.00	33	\$6,600.00
506-00218	RIPRAP (18 INCH)	CY	\$350.00	6	\$2,100.00
601-01000	CONCRETE CLASS B	CY		0	
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH		0	
603-10180	18 INCH CORRUGATED STEEL PIPE	LF	\$175.00	42	\$7,350.00
603-30018	18 INCH STEEL END SECTION	EA	\$660.00	2	\$1,320.00
607-11450	FENCE SPLIT CEDAR	LF		0	
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF		0	
612-00002	DELINEATOR (TYPE II)	EACH	\$24.00	4	\$96.00
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH		0	
620-00020	SANITARY FACILITY	EA	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	LS	\$2,500.00	1	\$2,500.00
626-00000	MOBILIZATION	LS	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	LS	\$2,500.00	1	\$2,500.00
	Alternate for Class A Filter material - Sitedrain layer (not included in sub-total at this time)		\$350.00	4	\$1,400.00
700-70010	F/A MINOR CONTRACT REVISIONS	FA	VAR. (5%)		
PROJECT SUB-TOTALS				\$46,309	
COMBINED PROJECT TOTAL					

Maple Street Bid

PAY ITEM NO.	DESCRIPTION	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	\$2,500.00	1	\$2,500.00
202-00015	REMOVAL OF HEADWALL	\$1,000.00	2	\$2,000.00
202-00035	REMOVAL OF PIPE	\$64.00	23	\$1,472.00
202-00200	REMOVAL OF SIDEWALK		0	
202-01000	REMOVAL OF FENCE	\$6.00	80	\$480.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	\$90.00	50	\$4,500.00
203-01597	POTHOLING		0	
206-00510	FILTER MATERIAL (CLASS A)	\$125.00	6	\$750.00
207-00205	TOPSOIL	\$70.00	95	\$6,650.00
208-00002	EROSION LOG (12 INCH)	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	\$7,500.00	1	\$7,500.00
208-00520	TEMPORARY STREAM CROSSING	\$35,000.00	1	\$35,000.00
212-00006	SEEDING (NATIVE)	\$2,500.00	0.2	\$500.00
213-00003	MULCHING (WEED FREE)	\$3,500.00	0.14	\$490.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	\$4.00	290	\$1,160.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	\$360.00	22	\$7,920.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	\$20.00	52	\$1,040.00
506-00030	GROUTED RIPRAP (12 INCH)	\$300.00	21	\$6,300.00
506-00209	RIPRAP (9 INCH)	\$235.00	17	\$3,995.00
506-00212	RIPRAP (12 INCH)	\$200.00	6	\$1,200.00
506-00218	RIPRAP (18 INCH)		0	
601-01000	CONCRETE CLASS B		0	
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)		0	
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	\$350.00	32	\$11,200.00
603-05048	48 INCH REINFORCED CONCRETE END SECTION	\$5,300.00	2	\$10,600.00
603-10180	18 INCH CORRUGATED STEEL PIPE		0	
603-30018	18 INCH STEEL END SECTION		0	
607-11450	FENCE SPLIT CEDAR	\$35.00	50	\$1,750.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)		0	
609-24004	GUTTER TYPE 2 (4 FOOT)		0	
612-00002	DELINEATOR (TYPE II)	\$24.00	4	\$96.00
615-00050	EMBANKMENT PROTECTOR TYPE 5		0	
620-00020	SANITARY FACILITY	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	\$1,500.00	1	\$1,500.00
626-00000	MOBILIZATION	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL		1	\$2,500.00

700-70010	F/A MINOR CONTRACT REVISIONS	VAR. (5%)		
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PROJECT SUB-TOTALS

\$116,905.50

COMBINED PROJECT TOTAL

Midland Bid

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$2,500.00	1	\$2,500.00
202-00015	REMOVAL OF HEADWALL	EACH	\$1,000.00	2	\$2,000.00
202-00035	REMOVAL OF PIPE	LF	\$60.00	16	\$960.00
202-00200	REMOVAL OF SIDEWALK	SY		0	
202-01000	REMOVAL OF FENCE	LF	\$40.00	30	\$1,200.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	\$90.00	20	\$1,800.00
203-01597	POTHOLING	HR	\$250.00	4	\$1,000.00
206-00510	FILTER MATERIAL (CLASS A)	CY		0	
207-00205	TOPSOIL	CY	\$215.00	23	\$4,945.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	LS	\$7,500.00	1	\$7,500.00
208-00520	TEMPORARY STREAM CROSSING	L S	\$30,000.00	1	\$30,000.00
212-00006	SEEDING (NATIVE)	ACRE	\$7,600.00	0.05	\$380.00
213-00003	MULCHING (WEED FREE)	ACRE	\$5,700.00	0.03	\$171.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	\$5.50	109	\$599.50
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$380.00	16	\$6,080.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$20.00	55	\$1,100.00
506-00030	GROUTED RIPRAP (12 INCH)	CY	\$350.00	14	\$4,900.00
506-00209	RIPRAP (9 INCH)	CY		0	
506-00212	RIPRAP (12 INCH)	CY	\$200.00	10	\$2,000.00
506-00218	RIPRAP (18 INCH)	CY		0	
601-01000	CONCRETE CLASS B	CY	\$2,175.00	8.8	\$19,140.00
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF	\$200.00	19	\$3,800.00
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH		0	
603-10180	18 INCH CORRUGATED STEEL PIPE	LF		0	
603-30018	18 INCH STEEL END SECTION	EA		0	
607-11450	FENCE SPLIT CEDAR	LF	\$35.00	48	\$1,680.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF		0	
612-00002	DELINEATOR (TYPE II)	EACH	\$24.00	8	\$192.00
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH		0	
620-00020	SANITARY FACILITY	EA	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	LS	\$1,500.00	1	\$1,500.00
626-00000	MOBILIZATION	LS	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	LS		1	\$0.00

700-70010	F/A MINOR CONTRACT REVISIONS	FA			\$99,250.00
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PROJECT SUB-TOTALS					\$99,250.00
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COMBINED PROJECT TOTAL					
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Maple Street Bid

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$2,500.00	1	\$2,500.00
202-00015	REMOVAL OF HEADWALL	EACH	\$1,000.00	2	\$2,000.00
202-00035	REMOVAL OF PIPE	LF	\$64.00	23	\$1,472.00
202-00200	REMOVAL OF SIDEWALK	SY		0	
202-01000	REMOVAL OF FENCE	LF	\$6.00	80	\$480.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	\$90.00	50	\$4,500.00
203-01597	POTHOLING	HR		0	
206-00510	FILTER MATERIAL (CLASS A)	CY	\$125.00	6	\$750.00
207-00205	TOPSOIL	CY	\$70.00	95	\$6,650.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	LS	\$7,500.00	1	\$7,500.00
208-00520	TEMPORARY STREAM CROSSING	L S	\$10,127.00	1	\$10,127.00
212-00006	SEEDING (NATIVE)	ACRE	\$2,500.00	0.2	\$500.00
213-00003	MULCHING (WEED FREE)	ACRE	\$3,500.00	0.14	\$490.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	\$4.00	290	\$1,160.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$220.00	22	\$4,840.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$20.00	52	\$1,040.00
506-00030	GROUTED RIPRAP (12 INCH)	CY	\$250.00	21	\$5,250.00
506-00209	RIPRAP (9 INCH)	CY	\$156.00	17	\$2,652.00
506-00212	RIPRAP (12 INCH)	CY	\$200.00	6	\$1,200.00
506-00218	RIPRAP (18 INCH)	CY		0	
601-01000	CONCRETE CLASS B	CY		0	
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF	\$350.00	32	\$11,200.00
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	\$3,700.00	2	\$7,400.00
603-10180	18 INCH CORRUGATED STEEL PIPE	LF		0	
603-30018	18 INCH STEEL END SECTION	EA		0	
607-11450	FENCE SPLIT CEDAR	LF	\$35.00	50	\$1,750.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF		0	
612-00002	DELINEATOR (TYPE II)	EACH	\$24.00	4	\$96.00
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH		0	
620-00020	SANITARY FACILITY	EA	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	LS	\$1,500.00	1	\$1,500.00
626-00000	MOBILIZATION	LS	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	LS		1	\$2,500.00

700-70010	F/A MINOR CONTRACT REVISIONS	FA		5%	\$4,167.98
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PROJECT SUB-TOTALS					\$83,359.50
				Disount	\$ (2,397.25)
COMBINED PROJECT TOTAL					\$80,962.25
					\$146,000.00

Midland Bid

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$2,500.00	1	\$2,500.00
202-00015	REMOVAL OF HEADWALL	EACH	\$1,000.00	2	\$2,000.00
202-00035	REMOVAL OF PIPE	LF	\$60.00	16	\$960.00
202-00200	REMOVAL OF SIDEWALK	SY		0	
202-01000	REMOVAL OF FENCE	LF	\$40.00	30	\$1,200.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	\$90.00	20	\$1,800.00
203-01597	POTHOLING	HR	\$250.00	4	\$1,000.00
206-00510	FILTER MATERIAL (CLASS A)	CY		0	
207-00205	TOPSOIL	CY	\$215.00	23	\$4,945.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	LS	\$7,500.00	1	\$7,500.00
208-00520	TEMPORARY STREAM CROSSING	L S	\$7,073.00	1	\$7,073.00
212-00006	SEEDING (NATIVE)	ACRE	\$7,600.00	0.05	\$380.00
213-00003	MULCHING (WEED FREE)	ACRE	\$5,700.00	0.03	\$171.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	\$5.50	109	\$599.50
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$220.00	16	\$3,520.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$20.00	55	\$1,100.00
506-00030	GROUTED RIPRAP (12 INCH)	CY	\$250.00	14	\$3,500.00
506-00209	RIPRAP (9 INCH)	CY		0	
506-00212	RIPRAP (12 INCH)	CY	\$200.00	10	\$2,000.00
506-00218	RIPRAP (18 INCH)	CY		0	
601-01000	CONCRETE CLASS B	CY	\$1,615.00	8.8	\$14,212.00
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF	\$200.00	19	\$3,800.00
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH		0	
603-10180	18 INCH CORRUGATED STEEL PIPE	LF		0	
603-30018	18 INCH STEEL END SECTION	EA		0	
607-11450	FENCE SPLIT CEDAR	LF	\$35.00	48	\$1,680.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF		0	
612-00002	DELINEATOR (TYPE II)	EACH	\$24.00	8	\$192.00
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH		0	
620-00020	SANITARY FACILITY	EA	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	LS	\$1,500.00	1	\$1,500.00
626-00000	MOBILIZATION	LS	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	LS		1	\$0.00

700-70010	F/A MINOR CONTRACT REVISIONS	FA		5%	\$3,371.75
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PROJECT SUB-TOTALS					\$67,435.00
				Discount	\$ (2,397.25)
COMBINED PROJECT TOTAL					\$65,037.75
					\$146,000.00

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement") effective November ____, 2019 by and between the Town of Green Mountain Falls ("Grantor"), whose address is 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819, and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its enterprise, Colorado Springs Utilities, whose address is P.O. Box 1103, Colorado Springs, Colorado 80947-1015 ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. Grantor owns the real property described in "Exhibit A" attached hereto ("Property"), in, through, over, under, and across which the Improvements (as defined in Section 1 below) will pass; and
- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property along a certain utilities corridor;

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

Agreement

1. **Conveyance of Permanent Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal description attached hereto as "Exhibit B" ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove the 4-inch water main facilities ("Improvements") that are depicted on CSU Project 2019-W048 drawings attached hereto as "Exhibit D", and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property.
2. **Easement Map.** "Exhibit C" attached hereto is a graphic representation of the Permanent Easement. In the event of an ambiguity in Exhibit B, Exhibit C may be used to resolve said ambiguity.
3. **Ingress and Egress.** Grantee shall have the right to access the Permanent Easement from the existing 40-foot wide public right-of-way (Reception #218714196) adjacent to the Permanent Easement as shown in Exhibit C.
4. **Reserved.**
5. **Grantor's Rights Unaffected.** Except as provided in Section 6 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement and so long as Grantor's full use of the Property is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations, as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following

PERMANENT EASEMENT AGREEMENT

with written approval from Grantee: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's Improvements within the Permanent Easement.

6. **Installations within Permanent Easement.** Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the City approves a projection into the Property's building-setback pursuant to section 7.4.102.F of the City Code ("Projection Approval"), then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval, provided however, if Grantee determines that (as a result of the Projection Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Projection Approval; and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements. Moreover, in no event shall Grantor:
- a. construct or place, longitudinally along or otherwise within the Permanent Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance without the prior written consent of Grantee; or
 - b. change, by excavation or filling, the present grade or ground level of the Permanent Easement without the prior written consent of Grantee. Despite anything herein to the contrary, if the City approves Grantor's grading plan for the Property ("Grading Plan Approval"), then the Grading Plan Approval shall be considered Grantee's prior written consent to change the grade of the Permanent Easement as described in that Grading Plan Approval, provided that no Improvements exist within the Permanent Easement. Further, if Grantee determines that (as a result of the Grading Plan Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Grading Plan

PERMANENT EASEMENT AGREEMENT

Approval, and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements.

Grantor shall prevent the construction or alteration of landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Permanent Easement unless the prior written consent of Grantee is provided.

7. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible. Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Permanent Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Permanent Easement.
8. **Maintenance of Permanent Easement.** Grantor shall be responsible for the maintenance of the easement; however, Grantee shall have the perpetual right, but not the obligation, to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for damages arising there from.
9. **Subjacent and Lateral Support.** Grantor shall not impair any lateral or subjacent support for the Improvements.
10. **Nature of Easement and Additional Uses.** The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. Grantee's exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee.
11. **Indemnity/Liability.** Each Party agrees to be responsible for its own liability incurred as a result of this Permanent Easement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Permanent Easement. Notwithstanding anything else in this Section to the contrary, no provision of this Permanent Easement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to Grantee by the Colorado Governmental Immunity Act, C.R.S. s. 24-10-101, et seq., and Article XI of the Colorado Constitution.

PERMANENT EASEMENT AGREEMENT

12. **Waiver.** The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
13. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Colorado and all other applicable laws. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.
14. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
15. **No Third-Party Beneficiaries.** Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.
16. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
17. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
18. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Colorado Springs Utilities:
Utilities Development Services
P.O. Box 1103, Mail Code 1015
Colorado Springs, CO 80947-1015

Grantor:

Town of Green Mountain Falls

PERMANENT EASEMENT AGREEMENT

Attention: Mayor
10615 Green Mountain Falls Road
Town of Green Mountain Falls, CO 80619

19. Entire Agreement. This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

IN WITNESS WHEREOF, the representatives of each Party hereto certify that, by their execution of this Agreement, they are duly authorized to commit their organization to this Agreement in its entirety. The Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR: TOWN OF GREEN MOUNTAIN FALLS

By: _____
Jane Newberry as MAYOR

STATE OF)
COUNTY OF) SS.
)


The foregoing instrument was acknowledged before me this ____ day of November 2019, by: Jane Newberry as Mayor of the Town of Green Mountain Falls, CO.

Witness my hand and official seal.

My Commission Expires:

(SEAL) _____
Notary Public

GRANTEE: CITY OF COLORADO SPRINGS, on behalf of its enterprise, Colorado Springs Utilities

By: 
Ethan Widrick as Engineer Principal
Utilities Development Services



APPROVED AS TO FORM:
CITY ATTORNEYS OFFICE
UTILITIES DIVISION
TIM SCHEIDTNER
11/1/19

Exhibit A

Lot 1, Amended Green Mountain Falls Fire Station Subdivision, as recorded at reception number 218714196, El Paso County, Colorado, Clerk and Recorder's records.

Exhibit B

Being a portion of Lot 1, Amended Green Mountain Falls Fire Station Subdivision, as recorded at reception number 218714196, El Paso County, Colorado, Clerk and Recorder's records, and being more particularly described as follows:

Basis of Bearings: The basis of bearings for this description is the northeasterly line of Lot 2, of said subdivision, being monumented at the northwesterly end by a number 4 rebar and at the southeasterly end by a number 5 rebar with a red plastic cap stamped "RAMPART PLS NO. 26965". This line is assumed to bear South 52 degrees 07 minutes 55seconds East, 216.30 feet.

Commencing at the northerly common corner between Lots 1 and 2;

Thence South 8 degrees 19 minutes 40 seconds East, coincident with the common lot line between said lots, a distance of 22.43 feet to the **Point of Beginning**;

Thence South 8 degrees 19 minutes 40 seconds East, continuing with said common line, a distance of 32.58 feet;

Thence South 58 degrees 42 minutes 35 seconds West, departing said common line, a distance of 60.51 feet;

Thence South 7 degrees, 57 minutes 22 seconds East, a distance of 5.75 feet, to the westerly line of that 40-foot Public Right of Way shown on said subdivision plat;

Thence South 82 degrees 02 minutes 38 seconds West, coincident with said westerly line, a distance 27.85 feet, to the point of curvature of a circular curve to the left having a radius of 67.99 feet;

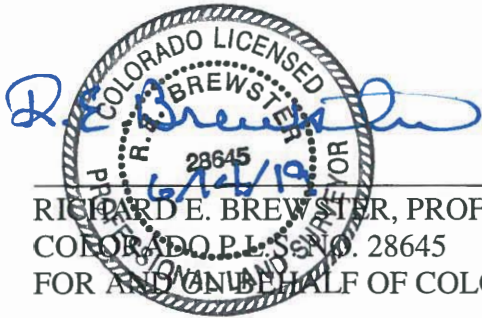
Thence on said curve and said westerly line, through a central angle of 1 degree 50 minutes 07 seconds, having an arc length of 2.15 feet;

Thence North 7 degrees 57 minutes 22 seconds West, departing said westerly line, a distance of 25.52 feet;

Thence North 58 degrees 42 minutes 35 seconds East, a distance of 92.95 feet, to the **Point of Beginning**, and containing 2,770 square feet or 0.063 acres of land more or less.

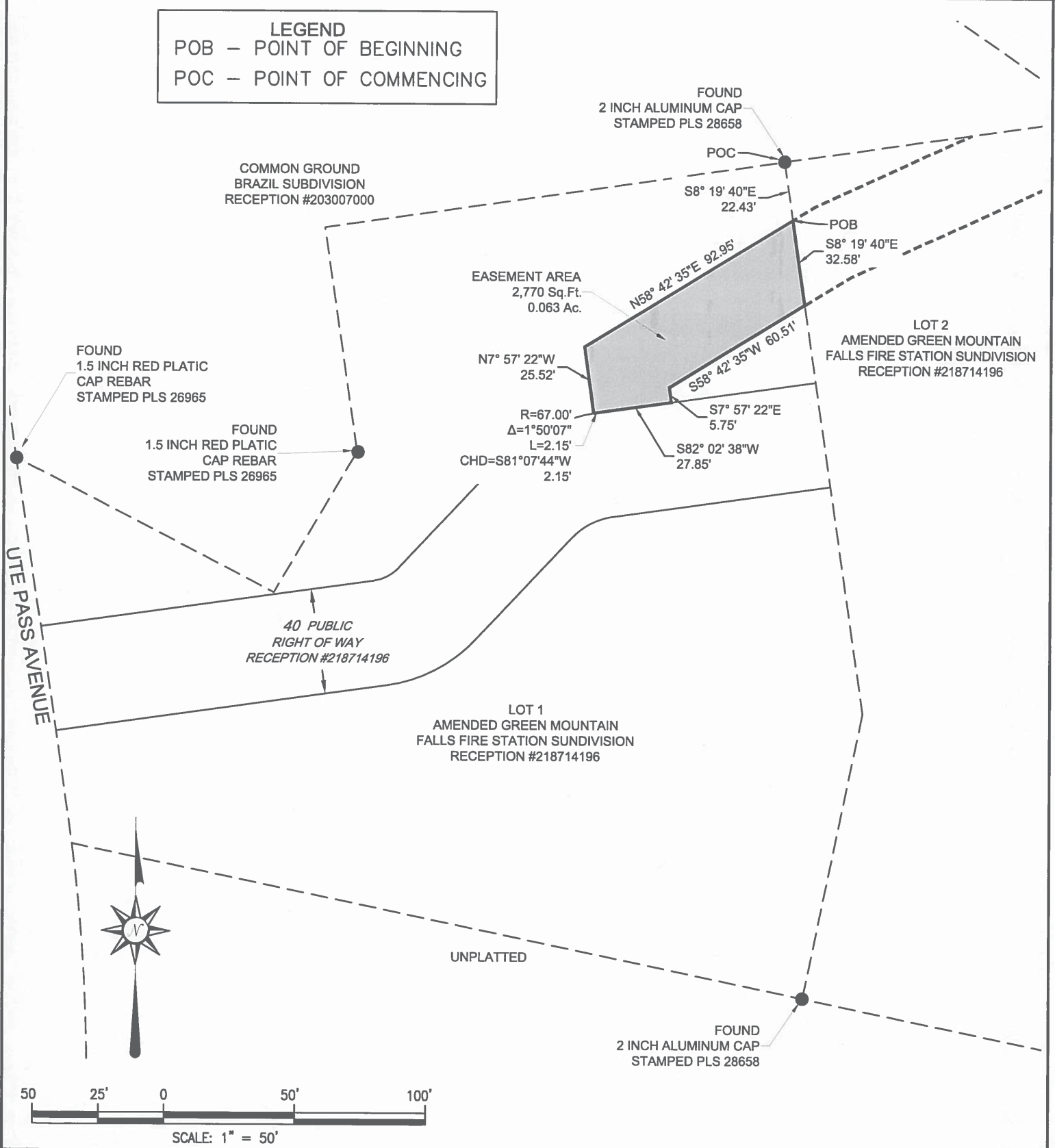
LEGAL DESCRIPTION STATEMENT:

I, RICHARD E. BREWSTER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.



RICHARD E. BREWSTER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 28645
FOR AND ON BEHALF OF COLORADO SPRINGS UTILITIES

LEGEND
 POB – POINT OF BEGINNING
 POC – POINT OF COMMENCING




 Colorado Springs Utilities
It's how we're all connected
 Land Base Services
 1521 Hancock Expy.
 Colorado Springs, CO
 80947

EXHIBIT C

Drawn by: R. BOMBACINI	Date: JUNE 14, 2019
Checked by: R. BREWSTER	Date: JUNE 14, 2019

WATER SERVICES DIVISION WATER PLANNING AND DESIGN

Approved for Construction

By:  2 April 2019
Colorado Springs Utilities Date

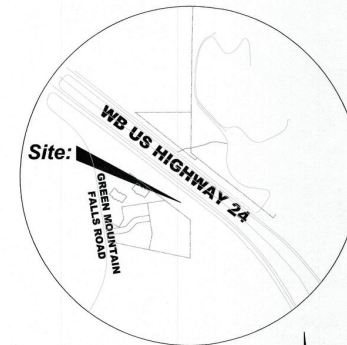


BROCKHURST RANCH WATER LINE REPLACEMENT PROJECT REPLACE APPROXIMATELY 900 LF OF 2" COPPER W.L. W/ 4" 120 LF PVC AND 840 LF HDPE W.L.

APPROVED
FOR CONSTRUCTION



SITE MAP
Scale: 1"=60'



VICINITY MAP
Scale: none

SHEET INDEX	
SHEET 1 OF 4	COVER SHEET
SHEET 2 OF 4	NOTES/MATERIALS
SHEET 3 OF 4	P & P STA: 0+00.00 - 9+35.86
SHEET 4 OF 4	STANDARD DETAILS

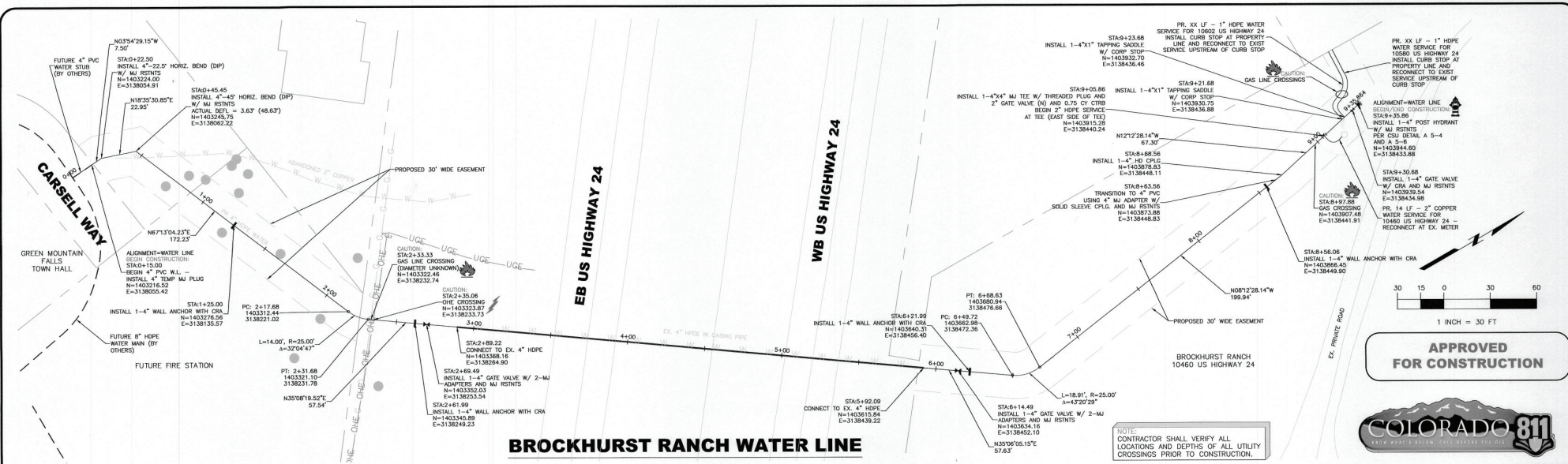
(AS BUILT INFORMATION)

DATE STARTED:
DATE COMPLETED:
FOREMAN:
INSPECTOR:
CONTRACTOR:

**BROCKHURST RANCH
WATER LINE REPLACEMENT PROJECT
REPLACE APPROXIMATELY 900 LF OF 2" COPPER W.L.
W/ 120 LF 4" PVC AND 840 LF HDPE W.L.**

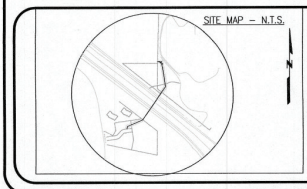
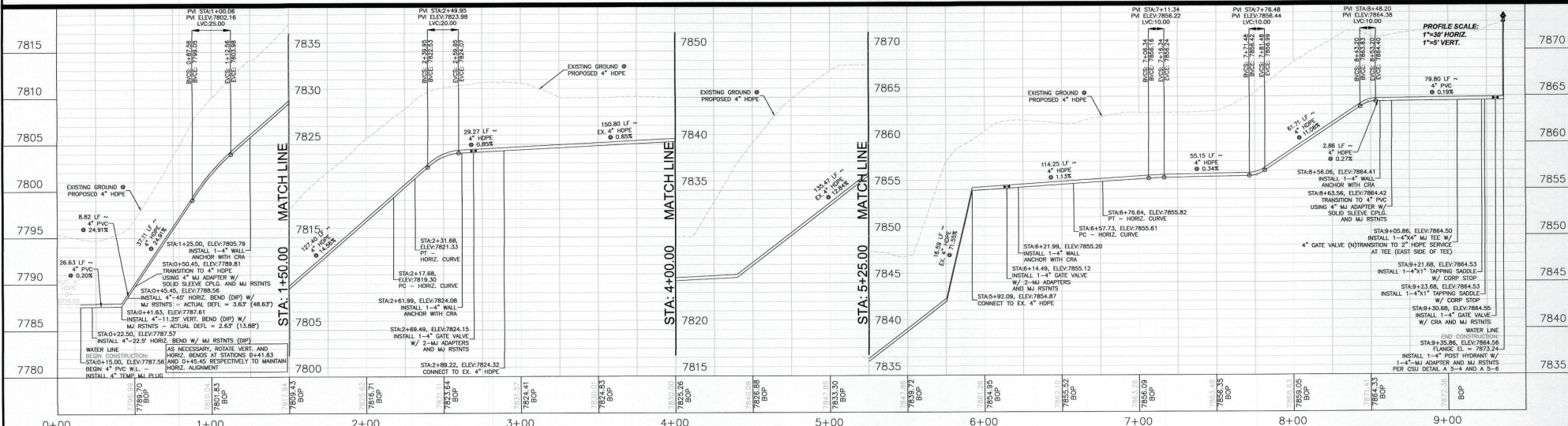
(PROJECT RELATED INFORMATION)

PARENT WORK ORDER NUMBER: #3428871
PROJECT NUMBER: 2019-10048
PWS MAP: TH-21
SHEET NO: 1 OF 4
NETWORK LOCATION & DRAWING TITLE: W:\DEVICES\Personal Working Folders for Staff\Matt Williams\Drawings\Brockhurst Ranch\Brockhurst_CO - 2_Apr_2019.dwg
REVISIONS:



APPROVED FOR CONSTRUCTION

COLORADO 811
 COLORADO'S UTILITY SERVICE



LEGEND

	EXISTING ROW/PROPERTY LINE
	EXISTING CURB LINE
	EXISTING GAS LINE
	EXISTING WATER
	PROPOSED WATER
	EXISTING STORM DRAIN
	EXISTING SEWER
	EXISTING UNDER GROUND ELECTRIC
	EXISTING FIBER OPTIC
	EXISTING MANHOLE
	FENCE
	VALVE (PROPOSED)
	VALVE (EXISTING)
	BLOWOFF (PROPOSED)
	BLOWOFF (EXISTING)
	PLUG (PROPOSED)
	PLUG (EXISTING)
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	EXISTING STREET LIGHT
	EXISTING ELECTRIC VAULT
	EXISTING CABLE BOX
	EXISTING TELEPHONE BOX

(PROJECT RELATED INFORMATION)

PARENT WORK ORDER NUMBER: #3428871
 PROJECT NUMBER: 2019-W048
 FIMS MAP: TW-21
 SHEET NO: 3 OF 4

NETWORK LOCATION & DRAWING TITLE:
 M:\DEV\SCVS\Personal Working Folders for Staff\Matt Williams\Drawings\Brockhurst Ranch\Brockhurst CD - 2 Apr 2019.dwg

REVISIONS:

Colorado Springs Utilities
 It's how we're all connected

DESIGN BY: M. WILLIAMS DATE: 20 MARCH 2019
 APPROVED BY: E. WIEDERK DATE: 2 APRIL 2019
 SURVEYED BY: R. BREWSTER DATE: 12 MARCH 2019

BROCKHURST RANCH WATER LINE REPLACEMENT PROJECT
 REPLACE APPROXIMATELY 900 LF OF 2" COPPER W/L W/ 120 LF 4" PVC AND 840 LF HDPE W/L.

4" HDPE PLAN & PROFILE STA: 0+00.00 - STA: 9+35.86

